

OGLALA LAKOTA COUNTY UNAPPROVED MINUTES OF MARCH 11, 2024

The Oglala Lakota Board of County Commissioners met in regular session on March 11, 2024. Present: Allyssa Comer, Art Hopkins, Wendell Yellow Bull and Sue Ganje, Auditor. Anna Takes the Shield (Dubray) and Ramon Bear Runner were absent.

The meeting was called to order at 1:02 p.m. by Chairwoman Comer. The agenda was reviewed for conflicts. ALL MOTIONS RECORDED IN THESE MINUTES WERE PASSED BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED.

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

Motion made by Yellow Bull, seconded by Hopkins, to approve the meeting minutes for February 12, 2024 with the amendment to reflect that Hopkins voted “no” during the motion to pay the bills due to the Badlands Conservation District invoice in the amount of \$2,500.00. And, to approve the meeting minutes for February 20, 2024 and February 23, 2024 as written.

Motion made by Yellow Bull, seconded by Hopkins, to approve the Auditor’s Account with the Treasurer for January 2024 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 31st day of January 2024.

Total Amount of Deposit in First Interstate Bank, HS:	\$ 655,502.78
Total Amount of Cash:	\$ 589.70
Total Amount of Checks in Treasurer’s Possession Not Exceeding Three Days:	\$ 706.80
FIRST INTERSTATE SAVINGS	
First Interstate, HS:	\$ 2,540,919.43
CERTIFICATES OF DEPOSIT:	
Schwab 2 year	\$ 2,117,566.72
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 \$ 5,315,410.53

Dated This 31st Day of January 2024.

/S/ Sue Ganje

Sue Ganje, County
Auditor of Oglala
Lakota County

/S/ Teresa Pullen

Teresa Pullen, County Treasurer
of Oglala Lakota County

County Monies	\$ 5,229,684.84
Held for other Entities	\$ 42,806.45
Held in Trust	\$ 42,919.24
TOTAL	\$ 5,315,410.53

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.

The motion to approve the December 2023 Auditor's Account with the Treasurer was made by Yellow Bull, and seconded by Hopkins during the February 12, 2024 meeting but the following information was inadvertently omitted from the minutes of the meeting:

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 December 2023.

Total Amount of Deposit in First Interstate Bank, HS: \$ 180,434.45

Total Amount of Cash: \$ 1,346.28

Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days: \$ 57.50

FIRST INTERSTATE SAVINGS

First Interstate, HS: \$ 2,912,080.57

CERTIFICATES OF DEPOSIT:

Schwab 2 year \$ 16,248.03

Schwab 2 year \$ 2,097,703.13

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 \$ 5,207,995.06

Dated This 31st Day of December 2023.

/S/ Sue Ganje

Sue Ganje, County
Auditor of Oglala
Lakota County

Teresa
Pullen

Teresa Pullen, County Treasurer
of Oglala Lakota County

County Monies	\$ 5,129,356.00
Held for other Entities	\$ 28,165.30
Held in Trust	\$ 50,473.76
TOTAL	\$ 5,207,995.06

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 Yellow Bull, seconded by Hopkins, to set the Assessment Year 2024 Equalization Property Tax Appeals hearings on April 12, 2024 at 1:00 p.m.

Motion made by Yellow Bull, seconded by Hopkins, to approve the facilities rental agreement with Wounded Knee School District in the amount of \$100.00 for deposit and \$100.00 for rental for the Primary Election on June 4, 2024.

Lynx Bettelyoun, Highway Superintendent, met with the Board.

Motion made by Yellow Bull, seconded by Hopkins, to approve the purchase of 60 month/2,000 hours extended warranty for Model 950GC loader, Serial # M5T01407 from Butler Machinery in the amount of \$6,760.00.

Motion made by Yellow Bull, seconded by Hopkins, to remove the Bridge Reinspection Program Resolution due to the County Highway Systems not having the need.

Bettelyoun presented fuel quotes on 2-27-24: WESTCO - \$3.049/gallon for 1700 gallons of unleaded gas and \$3.256 for 5,000 gallons of dyed #2 diesel. Vollan Oil - \$2.90/gallon for 1700 gallons 87 No Ethanol gas and \$2.90/gallon for 5,000 gallons of dyed #2 diesel. No bid from Nelson's.

Motion made by Yellow Bull, seconded by Hopkins, to accept the overall low bid of unleaded gas and dyed #2 diesel combined delivery from Vollan Oil.

Motion made by Yellow Bull, seconded by Hopkins, to accept and place on file the Highway Department monthly report.

Bids for the County Roads #6 and #27 Aggregate Resurfacing project were opened by the Chairwoman as advertised. A bid was received from Western Construction, Inc in the amount of \$316,750.00 and Lee Ranch Trucking, LLC in the amount of \$378,000.00.

Motion made by Yellow Bull, seconded by Hopkins, to accept the low bid from Western Construction, Inc in the amount of \$316,750.00 contingent on the recommendation of Banner Associates, Inc.

Bear Runner entered the meeting at 1:26 p.m. He wanted to have it noted that he is in attendance as an Oglala Lakota County Commissioner and not representing the Oglala Lakota Housing Authority for this meeting.

Bernardo Rodriguez, Jr., Sheriff, met with the Board to present updates. He reported that he is finishing up the certifications required for his employment; and the inventory of the Sheriff's Department's assets was completed. One of the two new vehicles is in at Liberty Dodge in Rapid City, he will work on getting a quote for outfitting the vehicle and bring back to the board. He will also be working on finishing up a Policy Manual for Law Enforcement in Oglala Lakota County that State's Attorney Russell delivered to him. Yellow Bull inquired as to the Sheriff's intentions regarding hiring deputies.

The Coroner did not submit a monthly report and was not present at the meeting.

Derek Weidensee, FMG Engineering, met with the Board to present a plat.

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

OGLALA LAKOTA COUNTY RESOLUTION #2024-07

Plat of Lot 1 and Lot 2 of Red Cloud Subdivision, located in a portion of the SE1/4-SW1/4 and the SW1/4-SE1/4 of Section 23, T36N, R45W, 6th P.M., Oglala Lakota County, South Dakota

WHEREAS, there has been presented to the County Commissioners of Oglala Lakota County, South Dakota, the within plat of the above described lands, and it appearing to this Board that the system of streets conforms to the system of streets of existing plats and section lines of the county; adequate provision is made for access to adjacent unplatted lands by public dedication or section line when physically accessible; all provisions of the county subdivision regulations have been complied with; all taxes and special assessments upon the property have been fully paid; and the plat and survey have been lawfully executed; now and therefore,

BE IT RESOLVED that said plat is hereby approved in all respects.

Dated this 11th day of March, 2024.

/S/ Allyssa Comer
Allyssa Comer, Chairwoman
Oglala Lakota County Board of Commissioners

ATTEST:

/S/ Sue Ganje

Sue Ganje, Auditor

Oglala Lakota County Auditor

With Bear Runner abstaining, all others voting yes, motion carried.

Jerlene Arredondo, Veteran Service Officer, met with the Board.

Motion made by Yellow Bull, seconded by Hopkins, to move the Veteran Service Office back to the Veterans' Shelter in Pine Ridge and asking the Highway Department to assist with the move. With Bear Runner abstaining, all others voting yes, motion carried. Hopkins noted that the board took action on a eviction notice from the tribe when they took the action to move the VSO to Batesland.

Motion made by Yellow Bull, seconded by Hopkins, to accept and place on file the Veteran Service Officer report.

Representatives from the Oglala Sioux Tribe were not in attendance to request reimbursement of funds for meals and admissions in connection with Veterans and the County VSO.

Motion made by Yellow Bull, seconded by Hopkins, to remove the OST/County reimbursement request from the agenda until the OST provides supporting documentation.

Motion made by Yellow Bull, seconded by Hopkins, to move to invite the Oglala Lakota Housing Authority to come to the next meeting to discuss how the \$100,000.00 request will be used. With Bear Runner abstaining, all others voting yes, motion carried. State's Attorney Russell noted that he reached out to the SD Attorney General on the county spending funds on the Housing request as codified law was unclear on contributing to an MOA that did not include the county. Russell will reach out to the Housing Attorney.

Teresa Pullen, Treasurer, met with the Board to present tax statistics. There are 27 tax deeds. She will be working on 15 of them, the other 12 involve undivided interest and will take more time to process. Her intent is to ask the Tribe to purchase the 12 with undivided interest. She stated that she will bring an update on liens to the next meeting.

Melody Engebretson, Register of Deeds, met with the Board to present the taxed parcels within Oglala Lakota County. She will email the list to the Commissioners.

Sue Ganje, Auditor, met with the Board to present statistical information regarding the work performed for Oglala Lakota County in her department. She also assisted in reviewing the 2024 budget for the County.

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

GENERAL FUND		
ARREDONDO, JERLENE	MEETING MILEAGE	\$72.42
AT&T MOBILITY	WIRELESS PHONE SHERI	\$141.30
BEAR RUNNER, RAMON	TRAVEL REIMBURSEMENT	\$66.30
BEAR RUNNER, RAMON	MILEAGE	\$66.30
CENTURY BUSINESS	COPIER LEASE/METER	\$389.04

CHRIST THE KING CHURCH	ELECTION RENTAL	\$185.00
TAKES THE SHIELD, ANNA	TRAVEL REIMBURSEMENT	\$51.00
FALL RIVER CO. SHERIFF	INMATE HOUSING	\$380.00
GOLDEN WEST	LOCAL PHONE/EMAIL/IN	\$407.28
HOPKINS, ARTHUR L	TRAVEL REIMBURSEMENT	\$108.12
HOPKINS, ARTHUR L	MEETING MILEAGE	\$108.12
HOPKINS, ARTHUR L	TRAVEL REIMBURSEMENT	\$88.46
JANIS, BOBBIE	TRAVEL REIMBURSEMENT	\$60.00
H & R BLOCK	2023 TAX FILINGS	\$300.00
LAKOTA TIMES	PUBLICATION	\$477.08
MASTEL, BRUCE	WEB HOST/UPDATE/SERV	\$35.00
MCLEOD'S OFFICE SUPPLY	SUPPLIES	\$149.90
MINNEHAHA COUNTY AUDITOR	MI EVALUTION	\$336.76
QUADIENT FINANCE USA, INC	POSTAGE	\$261.40
OUR LADY OF SIOUX CHURCH	ELECTION RENTAL	\$150.00
PENNINGTON COUNTY	MI HEARING	\$54.00
QUALIFIED PRESORT SERVICE	MAILING SERVICE	\$471.80
RAMKOTA HOTEL	HOTEL	\$228.00
RELIANCE STANDARD LIFE	LIFE INSURANCE	\$48.00
SACRED HEART CHURCH	ELECTION RENTAL	\$3,127.50
SDACHS	2024 REGISTRATION FE	\$300.00
OL COUNTY TREASURER	SALES TAX	\$3.88
SD DEPT OF REVENUE	AUTO/MI STATE REMITT	\$120.00
STURGIS RESPONDER SUPPLY	UNIFORMS/SUPPLIES	\$1,050.68
THOMSON REUTERS - WEST	SUBSCRIPTION	\$155.40
WEICHMANN, CYNTHIA	COURT REPORTER	\$12.75
YELLOW BULL, WENDELL	TRAVEL REIMBURSEMENT	\$66.30
YELLOW BULL, WENDELL	MEETING MILEAGE	\$66.30
YELLOW BULL, WENDELL	TRAVEL REIMBURSEMENT	\$125.18
BETTELYOUN, ARROW	TRAVEL REIMBURSEMENT	\$60.00
COMER, ALLYSSA	MILEAGE REIMBURSEMENT	\$97.92
COMER, ALLYSSA	MEETING MILEAGE	\$97.92
COMMISSIONERS	FEBRUARY SALARIES	\$2,920.00
STATE'S ATTY	FEBRUARY SALARIES	\$500.00
VET SERVICE OFFICER	FEBRUARY SALARIES	\$3,316.91
SHERIFF	FEBRUARY SALARIES	\$3,726.92
CORONER	FEBRUARY SALARIES	\$1,000.00
	TOTAL FOR GENERAL FUND	\$21,382.94
COUNTY ROAD & BRIDGE		
AT&T MOBILITY	WIRELESS PHONE SHERIFF	\$94.45
BEAM INSURANCE ADMIN. LLC	VISION PLAN	\$41.65
BOMGAARS SUPPLY	SUPPLY	\$259.98
BUTLER MACHINERY CO.	EQUIP/REPAIR	\$7,248.28
CULLIGAN	UTILITY	\$13.90
DELTA DENTAL OF SD	DENTAL PLAN	\$236.00

BUCHE HARDWARE & LUMBER	SUPPLIES	\$131.91
GREAT PLAINS COMMUNICATION	LOCAL PHONE & INTERNET	\$222.00
HUSKER AUTO PARTS	SUPPLY/INVENTORY	\$65.90
LAKOTA TIMES	PUBLICATION	\$249.56
W.D. LARSON COMPANIES	PARTS	\$388.06
MARTIN AUTO PARTS	PARTS/SUPPLY	\$152.96
MCI COMM SERVICE	LONG DISTANCE	\$54.50
MIDWAY SERVICE/VOLLAN OIL	FUEL	\$20,077.80
SD STATE RETIREMENT	SDRS CONTRIBUTIONS	\$2,519.74
CRBR ADMIN	FEBRUARY SALARIES	\$18,026.58
	TOTAL FOR COUNTY ROAD & BRIDGE	\$49,783.27
M & P RELIEF		
MICROFILM IMAGING SYSTEMS	SCANNING EQUIP LEASE	\$75.00
TRIMIN SYSTEM INC	SERVICES	\$7,500.00
	TOTAL FOR M & P RELIEF	\$7,575.00
	TOTAL FOR BILLS PD BETWEEN 02/16 THROUGH 03/11/2024	\$78,741.21

No public comments were heard.

Motion made by Bear Runner, seconded by Yellow Bull, to adjourn the meeting at 3:32 p.m.

/s/Allyssa Comer
Allyssa Comer, Chairwoman
Board of Oglala Lakota County Commissioners

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

OGLALA LAKOTA COUNTY UNAPPROVED SPECIAL MEETING MINUTES OF
MARCH 20, 2024

The Oglala Lakota Board of County Commissioners met in a Special session on March 20, 2024. Present: Sue Ganje, Auditor, Stacy Schmidt, Deputy Auditor, Frank Maynard, Emergency Manager and Ramon Bear Runner. Present via telephone: Allyssa Comer, Anna Takes the Shield (Dubray), Art Hopkins, Wendell Yellow Bull, and Bernardo Rodriguez, Jr, Sheriff.

The meeting was called to order at 12:07 p.m. by Allyssa Comer, Chairwoman. The agenda was reviewed for conflicts. ALL MOTIONS RECORDED IN THESE MINUTES WERE PASSED BY UNANIMOUS VOTE, UNLESS OTHERWISE STATED.

No conflicts on the agenda were noted.

Motion made by Yellow Bull, seconded by Takes the Shield (Dubray), to approve the agenda with an amendment to add a request from FRIENDS of the CHILDREN He Sapa for a letter of support from the County.

Bernardo Rodriguez, Jr, Sheriff, met with the Board to present a quote from Sontech Vehicle Technologies to upfit 1 of the 2 new Dodge Durango Pursuit Patrol Units and present 3 quotes for patrol unit tires: \$1,328.00 – Tires, Tires, Tires; \$1,700.00 – Firestone; \$1,129.99 – Discount Tire.

Motion made by Hopkins, seconded by Yellow Bull, to approve having Sontech Vehicle Technologies do upfitting for the unit that is in the County's possession now and do the upfitting of the unit that will be here within 2 to 3 weeks in the amount of \$20,701.60 per vehicle for both vehicles.

Motion made by Bear Runner, seconded by Hopkins, to approve purchasing tires from Discount Tires in the amount of \$1,129.99 per vehicle for both vehicles.

Valeria Big Eagle, Executive Director of FRIENDS OF THE CHILDREN He Sapa, was present via telephone to provide information and answer any questions that the Board may have.

Motion made by Hopkins, seconded by Bear Runner, to approve providing a letter of support and authorize the Chairwoman to sign for FRIENDS OF THE CHILDREN He Sapa. This letter is to aid in the grant application process to the South Dakota Department of Social Services, Division of Behavioral Health regarding an Opioid Settlement grant that they are applying for to be used in Oglala Lakota County and Pennington County.

Takes the Shield (Dubray) asked that they report their progress to the Board.

Motion was amended by Hopkins, seconded by Bear Runner, to add that the Board requests updated progress reports from FRIENDS of the CHILDREN He Sapa.

An informal request was made by the Highway Superintendent asking who was interested in attending the Highway Short Course in Deadwood next year so that he could make room reservations. Hopkins, Yellow Bull and Bear Runner plan on attending.

Frank Maynard, Emergency Manager, met with the Board to provide an update on the Oglala Sioux Tribe – Oglala Lakota County Mitigation Plan. He informed them that he will submit all Commissioners to be on the Planning Board.

Motion made by Bear Runner, seconded by Hopkins to adjourn the meeting at 12:38 p.m.

/S/ Allyssa Comer
Chairwoman, Oglala Lakota County
Commissioners

Attest:

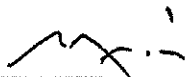
/S/ Sue Ganje
Auditor, Oglala Lakota County

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 29th day of February 2024.

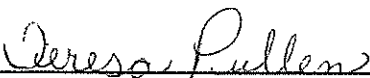
Total Amount of Deposit in First Interstate Bank, HS:	\$	462,652.31
Total Amount of Cash:	\$	1,081.30
Total Amount of Checks in Treasurer's Possession Not Exceeding Three Days:	\$	21,139.40
FIRST INTERSTATE SAVINGS		
First Interstate, HS:	\$	2,726,667.83
CERTIFICATES OF DEPOSIT:		
Schwab 2 year	\$	2,118,346.40
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 \$ 5,330,012.34

Dated This 29th Day of February 2024.



Sue Ganje, County
Auditor of Oglala
Lakota County



Teresa Pullen, County Treasurer
of Oglala Lakota County

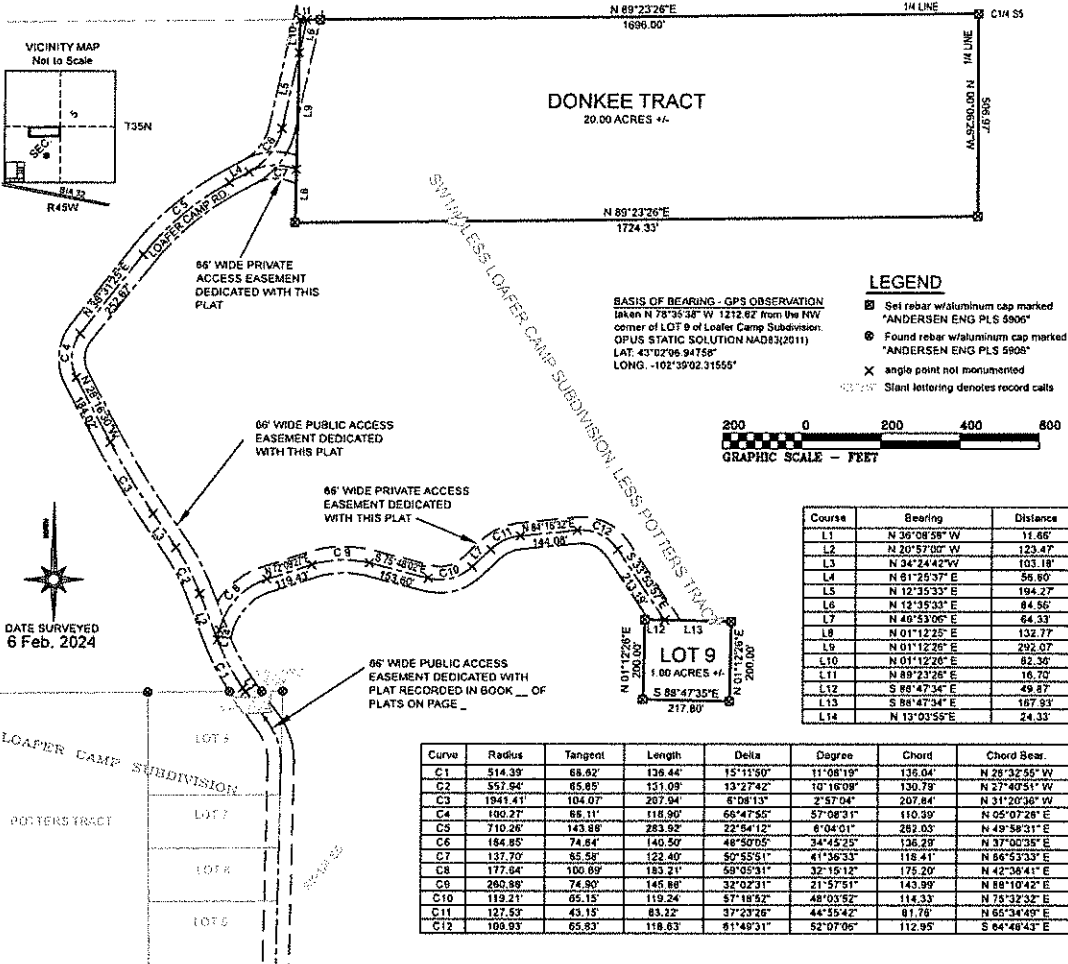
County Monies	\$	5,224,176.17
Held for other Entities	\$	30,987.60
Held in Trust	\$	74,848.57
TOTAL	\$	5,330,012.34

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.

LOT 9 OF LOAFER CAMP SUBDIVISION AND DONKEE TRACT, LOCATED IN THE SW1/4 OF SECTION 5, T35N, R45W, 6TH P.M., OGLALA LAKOTA COUNTY, SOUTH DAKOTA

CONTAINING A PORTION OF THE SW 1/4 LESS POTTERS TRACT AND LOTS 1 THRU 8 OF LOAFER CAMP SUBDIVISION

NOTE: See Book ___ of Plats on Page ___ for plat of Loafer Camp Subdivision.



LEGEND

- ▣ Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
- Found rebar w/aluminum cap marked "ANDERSEN ENG PLS 5905"
- × angle point not monumented
- ⋄ Stant lettering denotes record calls

BASIS OF BEARINGS - GPS OBSERVATION
 taken N 78°35'38" W 1212.62 from the NW corner of Lot 9 of Loafer Camp Subdivision.
 OPUS STATIC SOLUTION NAD83(2011)
 LAT. 43°22'06.94755"
 LONG. -102°39'02.31555"



Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	514.39'	68.62'	126.44'	15°11'50"	11°08'19"	138.04'	N 28°32'55" W
C2	557.54'	65.85'	121.09'	13°27'42"	10°16'08"	120.73'	N 27°40'51" W
C3	1943.41'	104.07'	207.94'	6°08'13"	2°57'04"	207.64'	N 31°20'30" W
C4	160.27'	88.11'	118.90'	66°47'55"	57°08'31"	110.39'	N 05°07'28" E
C5	710.26'	143.88'	283.92'	22°54'12"	6°04'01"	282.03'	N 49°58'31" E
C6	184.85'	74.84'	140.50'	48°50'05"	34°45'25"	128.29'	N 37°00'35" E
C7	137.70'	85.58'	122.40'	50°55'51"	41°36'33"	118.41'	N 86°53'33" E
C8	177.64'	100.89'	183.21'	59°05'31"	32°16'12"	175.20'	N 42°38'41" E
C9	280.38'	74.90'	145.88'	32°02'31"	21°57'51"	143.99'	N 88°10'42" E
C10	119.21'	85.15'	119.24'	57°18'52"	48°03'52"	114.33'	N 73°32'32" E
C11	127.53'	43.15'	83.22'	37°27'26"	44°55'42"	81.78'	N 65°14'45" E
C12	168.83'	65.83'	118.83'	81°48'31"	52°07'06"	112.95'	S 84°48'43" E

CERTIFICATE OF SURVEYOR

I, John D. McBride Registered Land Surveyor No. 5906 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.
 IN WITNESS WHEREOF, I hereunto set my hand and official seal
 Dated this ___ day of ___, 2024.

John D. McBride SDRLS No. 5906

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION

I, Director of Equalization of Oglala Lakota County, do hereby certify that my office has been furnished with a true copy of the within plat.
 Dated this ___ day of ___, 2024.

Director of Equalization of Oglala Lakota County

CERTIFICATE OF HIGHWAY AUTHORITY

It appears that every lot has an acceptable approach location onto a public road and the location of the intersection(s) of the proposed subdivision road(s) with the existing public road(s) is hereby approved.

Highway Authority

Date:

STATE OF _____ COUNTY OF _____

I, Dale Mc Gaa, do hereby certify that I am the owner of the within described lands and that the within plat was made at my direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this ___ day of ___, 2024.

Dale Mc Gaa

ACKNOWLEDGMENT OF OWNERSHIP

STATE OF _____ COUNTY OF _____
 On this ___ day of ___, 2024, before me, a Notary Public, personally appeared Dale Mc Gaa, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.
 IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires

CERTIFICATE OF COUNTY TREASURER

I, Oglala Lakota County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.
 Dated this ___ day of ___, 2024.

Oglala Lakota County Treasurer

CERTIFICATE OF COUNTY AUDITOR

I, Oglala Lakota County Auditor, do hereby certify that the above instrument is a true and correct copy of the resolution adopted by the Board of County Commissioners of Oglala Lakota County, South Dakota, at a meeting held on the ___ day of ___, 2024.

Oglala Lakota County Auditor

Prepared by
ANDERSEN ENGINEERS
Land Surveyors

Drawn by RW	Date 2/8/2024	P.O. Box 446 Edgemont, SD 57735
Approved by McB	Date 2/8/2024	
Scale 1"=200'	Sheet 1 of 1	File Name: S5_T35N_R45W_2024

OFFICE OF THE REGISTER OF DEEDS

Filed for record this ___ day of ___, 2024, at ___ o'clock ___ M, and recorded in Book ___ of Plats on page ___

Oglala Lakota County Register of Deeds

[EXT] Oglala Lakota County Roads 6 & 27 Award Recommendation and Notice of Award Document

Richard Uckert <richu@bannerassociates.com>

Thu 3/14/2024 4:12 PM

To:Ganje, Sue <Sue.Ganje@state.sd.us>;Lynx Bettelyoun <olchwy@hotmail.com>

Cc:rodneyg@dakotamill.com <rodneyg@dakotamill.com>

📎 2 attachments (368 KB)

24216 Oglala Lakota County Roads 6 &27 Aggregate Surfacing Award Recommendation.pdf; C-510 Notice of Award_24216 OLCH 6 & 27 AGGREGATE RESURFACING.pdf;

Good afternoon Sue and Lynx. Attached is an award recommendation letter for the County Roads 6 & 27 Aggregate Resurfacing project. Please have these documents in the commission packet for the April 8 meeting. As you probably can tell from an earlier email sent to Western Construction, we are trying to award and then sign contracts at the same commission meeting. Please have the commission award the project and then once they review the contracts and ensure we have the payment bond, performance bond, and insurance documentation, they can sign the contracts. Commission needs to award the project first.

Once we have signed copies of the Notice of Award, please distribute that back to Banner and Western Construction. Electronic copy is fine.

Once all three copies of the contracts are signed, please just email me electronic copies for our files.

Thanks and let me know if you have any questions.

Rich

Rich Uckert, PE (SD, NE) | Business Development Department Head



Banner Associates, Inc.
409 22nd Avenue South, Brookings, South Dakota 57006
Tel | 605.692.6342 Toll Free | 1.855.323.6342
Direct Dial | 605.696.9168 Cell | 605.690.4355
www.bannerassociates.com



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Oglala Lakota County Highway Department

To: Lakota Plains (605)867-1677

The Oglala Lakota County Highway Department is requesting a quote on fuel on this 4 day
of April, 20 24.

Please provide a bid for the following.

_____ Gallons of Unleaded Gas at \$ _____ /gal.

_____ Gallons of Diesel at \$ _____ /gal.

850 Gallons of Propane at \$ _____ /gal.

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

Signature: _____ Date: _____

County Exemptions / Taxes Applicable:

Unleaded: Federal tax exempt: State Tax Applicable

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

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

Oglala Lakota County Highway Department

P.O Box# 208, Batesland SD 57716

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

For office use only;

Response
 No Response

Oglala Lakota County Highway Department

To: WESTCO

The Oglala Lakota County Highway Department is requesting a quote on fuel on this 4 day of April, 2024.

Please provide a bid for the following.

_____ Gallons of Unleaded Gas at \$ _____ /gal.

_____ Gallons of Diesel at \$ _____ /gal.

850 Gallons of Propane at \$ 1.849 /gal.

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

Signature: Kyle Hooper Date: 4/4/2024

County Exemptions / Taxes Applicable:

Unleaded: Federal tax exempt: State Tax Applicable

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

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Oglala Lakota County Highway Department

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

For office use only;

____ Response
____ No Response



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

March 14, 2024

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

Re: Contract Award
Oglala Lakota County Roads 6 & 27 Aggregate Resurfacing Project
BAI. No. 24216.00.00

Dear Mr. Bettelyoun and County Commissioners:

Attached hereto is one (1) copy of the Certified Bid Tabulation for the Oglala Lakota County Roads 6 & 27 Aggregate Resurfacing project. Bids were received and opened for the unit price bid schedule on March 11, 2024.

A total of two (2) Bids were received and opened for the project. The low bid was \$316,750.00 and the high bid was \$378,000.00. The engineer's estimate was \$345,000.00.

The low bid was submitted by Western Construction, Inc. from Rapid City, SD. All the items submitted with the Bid appear to be in order. Banner Associates recommends awarding the Contract to Western Construction, Inc. in the amount of \$316,750.00.

If you have any questions or need anything further, please do not hesitate to contact me at (855) 323-6342 or by email at richu@bannerassociates.com.

Sincerely,

A handwritten signature in blue ink that reads "Richard Uckert". The signature is written in a cursive, flowing style.

Richard Uckert, PE
Project Manager

Encl. Certified Bid Tab

BID TABULATION

PROJECT OGLALA LAKOTA COUNTY ROADS 6 & 27 AGGREGATE RESURFACING PROJECT
 OWNER OGLALA LAKOTA COUNTY, SD
 DATE MONDAY, MARCH 11, 2024 - 1:00 PM MDT
 BAI NO 24216.00.00

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



CERTIFIED BY Richard Uckert
 Richard Uckert, PE #9603

DATE 3/14/2024

ITEM NO.	SPEC SECTION	DESCRIPTION OF WORK AND MATERIALS	QTY	UNIT	ENGINEER'S ESTIMATE		Western Construction, Inc. Rapid City, SD 10% BID BOND		Lee Ranch Trucking, LLC Mitchell, SD 5% CASHIER'S CHECK	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	10.A.1	Mobilization	1	LS	\$60,000.00	\$60,000.00	\$18,500.00	\$18,500.00	\$52,000.00	\$52,000.00
2	10.B.2	Hauling of Gravel Surfacing	20,000	Ton	\$12.00	\$240,000.00	\$13.00	\$260,000.00	\$14.80	\$296,000.00
3	10.C.1	Haul Route Maintenance & Dust Control	1	LS	\$45,000.00	\$45,000.00	\$38,250.00	\$38,250.00	\$30,000.00	\$30,000.00
					TOTAL	\$345,000.00		\$316,750.00		\$378,000.00

NOTICE OF AWARD

Date of Issuance: April 8, 2024

Owner: Oglala Lakota County

Owner's Project:

Engineer: Banner Associates, Inc.

Engineer's Project No.: 24216.00

Project: Oglala Lakota County Roads 6 & 27 Aggregate Resurfacing

Contract Name: Oglala Lakota County Roads 6 & 27 Aggregate Resurfacing

Bidder: Western Construction, Inc.

Bidder's Address: PO Box 771 Rapid City, SD 57709

You are notified that Owner has accepted your Bid dated March 11, 2024 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Oglala Lakota County Roads 6 & 27 Aggregate Resurfacing

The Contract Price of the awarded Contract is \$ 316,750.00 Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

3 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 3 counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer



CONTRACT FOR CONSTRUCTION OF A SMALL PROJECT

This Contract is by and between Oglala Lakota County (Owner) and Western Construction, Inc. (Contractor). Owner and Contractor hereby agree as follows:

ARTICLE 1—THE WORK

1.01 *Work*

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 1. **County Roads 6 & 27 Aggregate Resurfacing Project** which consists of:
 - **Loading & hauling approximately 20,000 Tons of Gravel Surfacing Material to be placed by Oglala Lakota County Highway Department**
 2. The Site of the Work includes property, easements, and designated work areas described in greater detail in the Contract Documents but generally located:
 - **Pit Location: Buzzy's Pit is located in the NW1/4 of Sec. 20 – T41N – R41W of the 6th P.M., Approximately 6 Miles North of Kyle, SD on BIA Hwy 25**
 - **Material Delivery Location: Oglala County Roads 6 & 27, Approximately 2.5 Miles Southeast of Porcupine, South Dakota**

ARTICLE 2—CONTRACT DOCUMENTS

2.01 *Intent of Contract Documents*

- A. It is the intent of the Contract Documents to describe a functionally complete Project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with Owner and Engineer. This Contract constitutes the entire agreement between Owner and Contractor, and supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work under the Contract Documents. During the performance of the Work and until final payment, Contractor and Owner shall submit to Engineer all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.

- C. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media versions) prepared by Engineer or its consultants.
- D. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- E. Nothing in the Contract Documents creates any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity.

2.02 *Contract Documents Defined*

- A. The Contract Documents consist of the following documents:
 - 1. This Contract for Construction of a Small Project.
 - 2. Project Manual in its entirety.
 - a. **C-111 – Advertisement**
 - b. **C-200 – Instruction to Bidders**
 - c. **C-410 – Bid Form**
 - d. **C-430 – Bid Bond**
 - e. **C-510 – Notice of Award**
 - f. **C-550 – Notice to Proceed**
 - g. **C-610 – Performance Bond**
 - h. **C-615 – Payment Bond**
 - i. **C-625 – Certificate of Substantial Completion**
 - j. **C-700 – Standard General Conditions**
 - k. **C-800 – Supplementary Conditions**
 - 3. Construction Documents in its entirety.
 - 4. Addenda.
 - 5. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC® C-940).
 - b. Change Orders (EJCDC® C-941).
 - c. Field Orders (EJCDC® C-942).

ARTICLE 3—ENGINEER

3.01 *Engineer*

- A. The Engineer for this Project is **Banner Associates, Inc in Brookings, South Dakota.**

ARTICLE 4—CONTRACT TIMES

4.01 *Contract Times*

- A. Once Hauling operations begin, the Work shall be substantially complete within **30 calendar days**. The Work will be substantially complete on or before **October 4, 2024** and completed and ready for final payment on or before **October 4, 2024**. Contractor shall provide Owner **14 calendar days** notice prior to beginning hauling operations.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay in completion (but not as a penalty) Contractor shall pay Owner **\$500** for each calendar day that expires after the Contract Time for substantial completion. Contractor shall pay Owner **\$500** for each calendar day that expires beyond the 30 days from commencement of hauling operations. These damages will be assessed concurrently, if applicable.

4.03 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times or Contract Price.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or its subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.
- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 *Progress Schedules*

- A. Contractor shall develop a progress schedule and submit it to Owner for review and comment before starting Work on the Site. Contractor shall modify the schedule in accordance with Owner's comments.

- B. Contractor shall update and submit the progress schedule to Owner each month. Owner may withhold payment if Contractor fails to submit the schedule.

ARTICLE 5—CONTRACT PRICE

5.01 *Payment*

- A. Owner shall pay Contractor, in accordance with the Contract Documents, at the following unit prices for each unit of Work completed:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1	Mobilization	Lump Sum	1	\$18,500.00	\$ 18,500.00
2	Hauling of Gravel Surfacing	Ton	20,000	\$ 13.00	\$ 260,000.00
3	Haul Route Maintenance and Dust Control	Lump Sum	1	\$38,250.00	\$ 38,250.00
Total of all extended prices for Estimated Quantities of Work					\$ 316,750.00

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Owner.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Bonds*

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall also deliver the performance bond and payment bond to Owner. Each bond must be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor’s obligations under the Contract. These bonds must remain in effect until the completion of the correction period specified in Paragraph 7.12 but, in any case, not less than one year after the date when final payment becomes due.
- B. Upon request, Owner will provide a copy of the payment bond to any person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work.

6.02 *Insurance*

- A. When Contractor delivers the signed counterparts of the Contract to Owner, Contractor shall furnish certificates, endorsements, and any other evidence of insurance requested by Owner. Insurance is to be provided by companies that are duly licensed or authorized in the jurisdiction in which the Project is located with a minimum A.M. Best rating of A-VII or better. Contractor shall provide insurance in accordance with the following:
- Contractor shall provide coverage that meets or exceeds the limits found in Section 7.15 of the South Dakota Department of Transportation Standard Specifications for Roads and Bridges, 2015 Edition.

- B. All insurance policies required to be purchased and maintained will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days after notice has been received by the purchasing policyholder. Within three days of receipt of any such notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Owner.
- C. Automobile liability insurance provided by Contractor will be written on an occurrence basis and provide coverage against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle.
- D. Contractor's commercial general liability policy will be written on a 1996 or later ISO commercial general liability occurrence form and include the following coverages and endorsements:
 - 1. Products and completed operations coverage maintained for three years after final payment;
 - 2. Blanket contractual liability coverage to the extent permitted by law;
 - 3. Broad form property damage coverage; and
 - 4. Severability of interest; underground, explosion, and collapse coverage; personal injury coverage.
- E. The Contractor's commercial general liability and automobile liability, umbrella or excess, and pollution liability policies will include and list Owner and Engineer and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each as additional insureds; and the insurance afforded to these additional insureds will provide primary coverage for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations) on a non-contributory basis.
 - 1. Additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 - 2. Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for design professional additional insureds.
- F. Umbrella or excess liability insurance will be written over the underlying employer's liability, commercial general liability, and automobile liability insurance. The coverage afforded must be at least as broad as that of each and every one of the underlying policies. Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy.

- G. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- H. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 Contractor's Means and Methods of Construction

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of the Work or persons or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday.

7.03 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
- B. Contractor shall notify Owner, the owners of adjacent property, the owners of underground facilities and other utilities (if the identity of such owners is known to Contractor), and other contractors and utility owners performing work at or adjacent to the Site when Contractor knows that prosecution of the Work may affect them; and Contractor shall cooperate with

them in the protection, removal, relocation, and replacement of their property or work in progress.

7.04 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for everything necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work must be new and of good quality, and be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.05 Subcontractors and Suppliers

- A. Just as Contractor is responsible for its own acts and omissions, Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of suppliers and subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work. The Contractor's retention of a subcontractor or supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy, unless otherwise provided in the Contract Documents.
- C. Contractor shall obtain all necessary haul road permits with the Oglala Lakota Department of Transportation for hauling on the roads as defined in the Construction Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by, and shall comply with, all local, state, and federal laws and regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to laws or regulations, Contractor shall bear all resulting costs and losses, and to the fullest extent permitted by law Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all such claims, costs, losses, and damages.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and

clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Owner upon completion of the Work.

7.09 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, will be remedied by Contractor at its expense (except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- E. Contractor shall be responsible for coordinating any exchange of safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with laws or regulations.
- F. In emergencies affecting the safety or protection of the Work or persons or property at the Site or adjacent thereto, Contractor shall act to prevent damage, injury, or loss. Contractor shall give Owner prompt notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency or are required as a result of Contractor's response to an emergency. If Owner determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.10 *Submittals*

- A. Contractor shall review and coordinate shop drawings, samples, and other submittals with the requirements of the Work and the Contract Documents, and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information. Contractor shall confirm that the submittal is complete with respect to all related data included in the submittal.

- B. Shop drawings and samples must bear a stamp or specific written certification that Contractor has satisfied its obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each shop drawing or sample submittal, Contractor shall give Owner specific written notification, in a communication separate from the shop drawing or sample, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Owner will provide timely review of submittals. Owner's review and approval of submittals will not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs.
- E. Owner's review of shop drawings and samples will be only to determine if the items covered will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole.
- F. Owner's review and approval of a separate item in a shop drawing or sample does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Owner, return the required number of corrected copies of shop drawings, and submit new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Owner on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 *Warranties and Guarantees*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its consultants are entitled to rely on Contractor's warranty and guarantee.

7.12 *Correction Period*

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, or other adjacent areas used by Contractor as permitted by laws and regulations, is found to be defective, then Contractor shall promptly correct any such defective Work and repairs, at no cost to Owner.

7.13 *Indemnification*

- A. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from all losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible

property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

ARTICLE 8—OWNER’S RESPONSIBILITIES

8.01 *Responsibilities*

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide the Site and easements required to construct the Project.
- D. While at the Site, Owner’s employees and representatives shall comply with the specific applicable requirements of Contractor’s safety programs of which Owner has been informed.
- E. Owner shall furnish copies of any applicable Owner safety programs to Contractor.
- F. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- G. Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or for related safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.
- H. Owner shall pay all royalties to the material pit.
- I. Owner shall perform all Construction Administration duties.

ARTICLE 9—ENGINEER’S STATUS DURING CONSTRUCTION

9.01 *Engineer’s Status*

- A. The Engineer will not participate in any Construction Administration duties unless requested by the Owner to do so. The Engineer will be available for questions concerning the Construction Documents and Project Manual.

ARTICLE 10—CHANGES IN THE WORK

10.01 *Authority to Change the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 3. Changes in the Contract Price or Contract Times or other changes which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.03 *Work Change Directive*

- A. A Work Change Directive may be issued to Contractor ordering an addition, deletion, or revision in the Work. A Work Change Directive will not change the Contract Price or Contract Times, but is evidence that the parties expect that the modification ordered or documented by the Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on Contract Price or Contract Times.

10.04 *Field Orders*

- A. Owner may issue a Field Order to authorize minor changes in the Work, provided that the changes do not involve an adjustment in the Contract Price or Contract Times.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then Contractor shall request such adjustment before proceeding with the Work.

ARTICLE 11—DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 *Differing Site Conditions Process*

- A. If Contractor believes that any subsurface or physical condition (including but not limited to utilities or other underground facilities) that is uncovered or revealed at the Site either (1) differs materially from that shown or indicated in the Contract Documents, or (2) is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents, then Contractor shall promptly notify Owner about such condition. Contractor shall not further disturb such condition or perform any Work in connection with the condition (except with respect to an emergency) until receipt of authorization to do so.
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if Contractor knew of, or should have known of, the existence of the condition prior to entry into the Contract.

- B. After receipt of notice regarding a possible differing subsurface or physical condition, Owner will promptly:
 - 1. Review the condition in question;
 - 2. Determine if it is necessary to obtain additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within one of the two differing site condition categories described in Paragraph 11.01.A.;
 - 4. Obtain any pertinent cost or schedule information from Contractor;
 - 5. Prepare recommendations regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question, the need for any change in the Drawings or Specifications, and possible Contract Price or Contract Times adjustments.
- C. After receipt of Engineer's findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and granting any equitable adjustment in Contract Times or Contract Price to which Contractor is entitled.

ARTICLE 12—CLAIMS AND DISPUTE RESOLUTION

12.01 *Claims Process*

- A. The party submitting a claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 10 days) after the start of the event giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim must be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13—TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 *Tests and Inspections*

- A. Owner or Owner's representative will have access to the Site and the Work at reasonable times for observation, inspection, and testing. Contractor shall provide proper and safe conditions for such access.
- B. Contractor shall give Owner timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. Except as otherwise provided in the Contract Documents, Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required: (1) by the Contract Documents; (2) by codes, laws, or regulations; (3) to attain Owner's acceptance of materials or equipment; and (4) to obtain Owner's approval prior to purchase of materials, mix designs, or equipment.
- D. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Owner, Contractor shall, if requested by Owner, uncover such Work for observation. Such uncovering will be at Contractor's expense.

13.02 *Defective Work*

- A. Contractor warrants that the Work is not defective.
- B. Owner has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all defective Work.
- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14—PAYMENTS TO CONTRACTOR

14.01 *Progress Payments*

- A. Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form acceptable to Owner. Lump sum items will be broken into units that allow for measurement of Work in progress. For unit price work, the unit price breakdown in Article 5 will be used as the schedule of values.

14.02 *Applications for Payments*

- A. Contractor shall submit signed applications for payment to Owner monthly, in a form acceptable to the Owner. Contractor shall provide supporting documentation required by the Contract Documents. Owner will pay for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application must include an affidavit of Contractor stating that all previous progress payments have been applied to discharge Contractor's obligations associated with the prior applications for payment.

14.03 *Retainage*

- A. The Owner shall retain **10%** of each progress payment until the Work is substantially complete.

14.04 *Review of Applications*

- A. Within 10 days after receipt of each application for payment, Owner will either recommend payment, or return the application for payment to Contractor indicating their reasons for refusing to recommend payment. The Contractor will make the necessary corrections and may resubmit the application for payment.
- B. Owner will recommend reductions in payment (set-offs) which, in the opinion of the Owner, are necessary to protect themselves from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner, or any incurred costs, losses, or damages, on account of Contractor's conduct in the performance of the Work; for defective Work; or for liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

14.06 *Substantial Completion*

- A. When Contractor considers the Work ready for its intended use, Contractor shall request that Owner issue a certificate of substantial completion. Contractor shall at the same time submit to Owner an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's request, Owner will inspect the Work with Contractor to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Contractor of the reasons for Owner's decision.
- C. If Owner considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, Owner will deliver to Contractor a certificate of substantial completion that will fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 *Final Inspection*

- A. Upon notice from Contractor that the entire Work is complete, Owner will promptly make a final inspection with Contractor, and will notify Contractor of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such defects.

14.08 *Final Payment*

- A. Contractor may make application for final payment after satisfactorily completing all Work, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents.
- B. The final application for payment must be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all pending claims; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Owner's written recommendation of final payment and issuance of notice of the acceptability of the Work.

14.09 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding claim, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a claim.

ARTICLE 15—SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by notice to Contractor. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or Contract Times, to the extent directly attributable to any such suspension.

15.02 *Owner May Terminate for Cause*

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety 10 days' notice that Owner is considering a declaration that Contractor is in default and the termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.
- F. If Contractor has provided a performance bond, the provisions of that bond will govern over any inconsistent provisions of Paragraph 15.02.

15.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for the following, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, less any set-offs, and including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits, or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 60 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16—CONTRACTOR'S REPRESENTATIONS

16.01 *Contractor Representations*

- A. Contractor makes the following representations when entering into this Contract:
 - 1. Contractor has examined and carefully studied the Contract Documents.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - 5. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17—MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of notice to Owner, Engineer, or Contractor, such notice must be in writing, and delivered in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

17.02 *Cumulative Remedies*

- A. The duties and obligations expressly imposed by this Contract, and the rights and remedies expressly available to the parties under this Contract, are in addition to, and are not to be construed in any way as a limitation of, any duties, obligations, rights, or remedies otherwise imposed or available by laws or regulations, by warranty or guarantee, or by other provisions of the Contract.

17.03 *Limitation of Damages*

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs,

losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.04 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

17.05 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

17.06 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or entering into the Contract.

17.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

COUNTY ROADS 6 & 27 AGGREGATE RESURFACING PROJECT
OGLALA LAKOTA COUNTY, SOUTH DAKOTA
AGREEMENT

The Effective Date of the Contract is April 8, 2024.

Owner:

Oglala Lakota County
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

105 Dakota Street
Batesland, SD 57716

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____
Agreement.)

Contractor:

Western Construction, Inc.
(typed or printed name of organization)

By: Sandi Mickley
(individual's signature)

Date: 3/15/24
(date signed)

Name: Sandi Mickley
(typed or printed)

Title: VP/CFO
(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Susan Bramberg
(individual's signature)

Title: Accts Payable / Notary Public
(typed or printed)

Address for giving notices:

PO Box 771
Rapid City, SD 57709

Designated Representative:

Name: Rodney Gray
(typed or printed)

Title: Trucking Manager
(typed or printed)

Address: _____

PO Box 771
Rapid City, SD 57709

Phone: (605) 716-2441

Email: rodneyg@dakotamil.com

License No.: _____
(where applicable)

State: South Dakota

CNA SURETY

Performance Bond

Bond No. 30213271

CONTRACTOR:

(Name, legal status and address)

Western Construction, Inc.

PO Box 771
Rapid City, SD 57709

OWNER:

(Name, legal status and address)

Oglala Lakota County

105 Dakota Street
Batesland, SD 57716

CONSTRUCTION CONTRACT

Date: April 8, 2024

#: 316,750.00

Amount: Three Hundred Sixteen Thousand Seven Hundred Fifty Dollars & No Cents

Description:

(Name and location)

County Roads 6 & 27 Aggregate Resurfacing Project; Oglala Lakota County, South Dakota

SURETY: Western Surety Company: South Dakota Corporation

(Name, legal status and principal place of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: April 8, 2024

(Not earlier than Construction Contract Date)

#: 316,750.00

Amount: Three Hundred Sixteen Thousand Seven Hundred Fifty Dollars & No Cents

Modifications to this Bond: None

See Section 16

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Western Construction, Inc.

SURETY

Company:

(Corporate Seal)

Western Surety Company

Signature:

Name Sandi Mickley

and Title: Vice President

(Any additional signatures appear on the last page of this Performance Bond.)

Signature:

Name Michael J Maguire

and Title: Attorney-In-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address

CNA SURETY

Payment Bond

Bond No. 30213271

CONTRACTOR:

(Name, legal status and address)
Western Construction, Inc.

PO Box 771
Rapid City, SD 57709

OWNER:

(Name, legal status and address)
Oglala Lakota County

105 Dakota Street
Batesland, SD 57716

CONSTRUCTION CONTRACT

Date: April 8, 2024

\$ 316,750.00

Amount: Three Hundred Sixteen Thousand Seven Hundred Fifty Dollars & No Cents

Description:

(Name and location)

County Roads 6 & 27 Aggregate Resurfacing Project; Oglala Lakota County, South Dakota

SURETY: Western Surety Company; South Dakota Corporation

(Name, legal status and principal place of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: April 8, 2024

(Not earlier than Construction Contract Date)

\$ 316,750.00

Amount: Three Hundred Sixteen Thousand Seven Hundred Fifty Dollars & No Cents

Modifications to this Bond: None

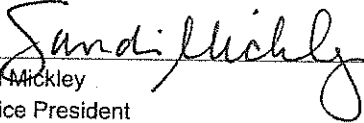
See Section 18


CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Western Construction, Inc.

SURETY

Company: (Corporate Seal)
Western Surety Company

Signature: 
Name Sandi Mickley
and Title: Vice President

Signature: 
Name Michael J Maguire
and Title: Attorney-In-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address

Address

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael J Maguire, Daniel P Maguire, Kevin G Maguire, Carrie M McCartney, Jesse J Carr, Austin L Olivier, Richard N Maguire, Individually

of Rapid City, SD, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2023.



WESTERN SURETY COMPANY

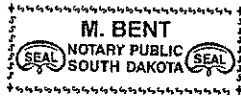
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 18th day of October, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of April, 2024.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	CONTACT NAME: Tim Gudmundson	
	PHONE (A/C, No, Ext): 605-333-2419	FAX (A/C, No):
E-MAIL ADDRESS: tgudmundson@holmesmurphy.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Zurich American Insurance Company of IL		27855
INSURER B: Gotham Insurance Company Brokerage		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 Western Construction, Inc.
 PO Box 771
 Rapid City, SD 57709

COVERAGES

CERTIFICATE NUMBER: 1598265456

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Electronic Data <input checked="" type="checkbox"/> \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GLO353824500	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP353824600	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	EX202300003240	4/1/2023	7/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC353824400	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project Reference: County Roads 6 & 27 Aggregate Resurfacing Project, Oglala Lakota County, South Dakota
 Excluded Officers Workers Compensation (WC000308): Tom Lien Jr., Sandi Mickley, Bart Banks, Nicole Lien
 Oglala Lakota County is an Additional Insured on General Liability, Auto Liability, and Excess Liability as required by written contract with the insured, per policy terms and conditions. The General Liability, Auto Liability, Excess Liability, and Workers' Compensation include a Waiver of Subrogation in favor of Oglala Lakota County as required by written contract with the insured, per policy terms and conditions. 30 day notice of cancellation applies (10 days for nonpayment of premium).

CERTIFICATE HOLDER**CANCELLATION**

Oglala Lakota County
 105 Dakota Street
 Batesland SD 57716

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kari Coolidge



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2024

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PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263		CONTACT NAME: Tim Gudmundson PHONE (A/C, No., Ext): 605-333-2419 E-MAIL ADDRESS: tgudmundson@holmesmurphy.com		FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Element Trucking LLC 2460 Deadwood Ave. Rapid City, SD 57709		WESCONPC3	INSURER A: Zurich American Insurance Company of IL	27855
			INSURER B: Gotham Insurance Company Brokerage	
			INSURER C:	
			INSURER D:	
			INSURER E:	
			INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1568774613

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Electronic Data <input checked="" type="checkbox"/> \$500,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GLO353824500	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP353824600	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	EX202300003240	4/1/2023	7/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC353824400	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Reference: County Roads 6 & 27 Aggregate Resurfacing Project, Oglala Lakota County, South Dakota
 Excluded Officers Workers Compensation (WC000308): Tom Lien Jr., Sandi Mickley, Bart Banks, Nicole Lien
 Oglala Lakota County is an Additional Insured on General Liability, Auto Liability, and Excess Liability as required by written contract with the insured, per policy terms and conditions. The General Liability, Auto Liability, Excess Liability, and Workers' Compensation include a Waiver of Subrogation in favor of Oglala Lakota County as required by written contract with the insured, per policy terms and conditions. 30 day notice of cancellation applies (10 days for nonpayment of premium).

CERTIFICATE HOLDER**CANCELLATION**

Oglala Lakota County
 105 Dakota Street
 Batesland SD 57716

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kari Coolidge

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SALES AGREEMENT

DATE Mar 22, 2024

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

PURCHASER	OGLALA LAKOTA COUNTY			
STREET ADDRESS	906 N RIVER ST			<SAME>
CITY/STATE	HOT SPRINGS, SD	COUNTY	FALL RIVER	
POSTAL CODE	57747-1387	PHONE NO.	605-745-5130	
CUSTOMER CONTACT:	EQUIPMENT	LYNX BETTELYOUN - PHONE NO. 605-288-1866		
	PRODUCT SUPPORT	LYNX BETTELYOUN - PHONE NO. 605-288-1866		
INDUSTRY CODE:	GOVT. - COUNTY (940)	PRINCIPAL WORK CODE		POINT OF POSSESSION AT: Pine Ridge, SD

CUSTOMER NUMBER	C82865	Sales Tax Exemption # (if applicable)	23001466000197E	CUSTOMER PO NUMBER	
-----------------	--------	---------------------------------------	-----------------	--------------------	--

PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
NET PAYMENT ON INVOICE	<input type="checkbox"/>	CASH	<input type="checkbox"/>	FINANCIAL SERVICES	<input type="checkbox"/>
				CONTRACT	<input type="checkbox"/>
				LEASE	<input type="checkbox"/>
CASH WITH ORDER		BALANCE TO FINANCE		CONTRACT INTEREST RATE	0
PAYMENT PERIOD		PAYMENT AMOUNT	0.00	NUMBER OF PAYMENTS	
				OPTIONAL BUY-OUT	\$0.00

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: OTHER MANUFACTURERS	MODEL: WT-MG	YEAR: TBA	NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>
STOCK NUMBER: TBA	SERIAL NUMBER: TBA	APPROX HOURS: TBA	
Capital I Pull Type Sod Mulcher			

TRADE-IN EQUIPMENT		SELL PRICE	\$49,943.50
MODEL: _____ YEAR: _____ SN: _____ Expected SMU: _____		NET TRADE DIFFERENCE	\$49,943.50
VALUE: _____ PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____		BALANCE DUE	\$49,943.50
MODEL: _____ YEAR: _____ SN: _____ Expected SMU: _____		DISCLAIMER OF WARRANTIES PURCHASER ACKNOWLEDGES THAT (A) SELLER IS NOT THE MANUFACTURER OF THE EQUIPMENT; (B) IF THE EQUIPMENT INCLUDES A MANUFACTURER'S WARRANTY, THE TERMS OF SUCH MANUFACTURER'S WARRANTY WILL BE SUBJECT TO ALL CONDITIONS AND EXCLUSIONS SET FORTH THEREIN. UNLESS EXPRESSLY SET FORTH BELOW OR IN A SEPARATE WRITTEN AGREEMENT EXECUTED BY SELLER, PURCHASER AGREES AND ACKNOWLEDGES THAT SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE EQUIPMENT DESCRIBED IN THIS SALES AGREEMENT.	
VALUE: _____ PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____			
MODEL: _____ YEAR: _____ SN: _____ Expected SMU: _____			

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY PURCHASER AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

<input checked="" type="checkbox"/> MANUFACTURER'S WARRANTY	INITIAL	<input type="checkbox"/> USED EQUIPMENT	INITIAL
Purchaser acknowledges that it has received a copy of the Manufacturer's Warranty and has read and understands said warranty.		When the equipment covered by this Sales Agreement is used equipment, PURCHASER AFFIRMS AND ACKNOWLEDGES THAT IT HAS EXAMINED THE EQUIPMENT and is buying the equipment "AS IS" and with NO OTHER REPRESENTATIONS OR WARRANTIES, unless otherwise specified in writing below.	
12 Months Standard Warranty excluding mileage		Warranty applicable: See terms and conditions of Seller's Used Protection Plan executed by Purchaser and Seller.	

CSA: _____

NOTES: _____

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

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

PURCHASER

BY _____ DATE _____

Authorized Signature

TITLE _____

SALESMAN Melmer, Phil

APPROVED AND ACCEPTED ON _____

OGLALA LAKOTA COUNTY

BY _____ PURCHASER

SIGNATURE _____

TITLE _____ BUYER

BUTLER MACHINERY COMPANY / NCRL LLC

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
JOINT POWERS AGREEMENT TO PROVIDE FOR
THE PAVEMENT MARKING OF COUNTY ROADS
WITHIN OGLALA LAKOTA COUNTY**

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and Oglala Lakota County, South Dakota, referred to in this Agreement as the "COUNTY."

1. JOINT POWERS

- A. This Agreement does not establish a separate legal entity as contemplated by SDCL 1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by the STATE and the COUNTY. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. No real property will be purchased in connection with this Agreement.
- B. Any COUNTY or STATE employee engaged in joint action under this Agreement will remain an employee of his agency during participation in joint action under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in joint action under this Agreement, including but not limited to any responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

2. BACKGROUND

- A. The STATE has allocated Five Hundred Thousand Dollars (\$500,000.00), in 2024, for County Pavement Marking to be distributed annually based on the STATE Certified Road Mileage for County Primary and County Secondary Paved Roads. Future annual allocations will be determined by the STATE.
- B. COUNTY will receive a proportional share of the Five Hundred Thousand Dollars (\$500,000.00), or other amount as determined by the STATE, based on the number of pavement miles in said COUNTY as compared to the total number of pavement miles statewide, as computed by the STATE.
- C. The COUNTY will use the funds distributed under this Agreement solely for the purpose of pavement markings on the county highway system and county secondary roads under COUNTY'S supervision and control.

THE COUNTY AND THE STATE MUTUALLY AGREE AS FOLLOWS:

3. TERM

This Agreement will become effective upon the last signature and will have a term of fifteen years.

4. PROJECT PLANNING AND CONSTRUCTION

The COUNTY will be the contracting party for all pavement marking projects funded under this Agreement and will be responsible for the preliminary engineering, construction engineering, contract administration and construction costs for all projects.

5. ELIGIBLE COSTS

Pavement marking project costs that are eligible for funding under this Agreement are preliminary engineering, construction engineering, contract administration, and construction costs, provided the costs are incurred in accordance with this Agreement. Costs incurred in violation of any terms or conditions of this Agreement will be deemed ineligible.

6. AMENDMENTS

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties.

7. TERMINATION

The STATE may terminate this Agreement at any time with or without cause and with or without notice. If the STATE terminates this Agreement for a material breach by the COUNTY, the COUNTY will reimburse the STATE for all funds expended in violation of this Agreement.

8. FUNDING AVAILABILITY

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

9. SUBCONTRACTING

The COUNTY may not assign, sublet, or transfer this Agreement or any interest in this Agreement without the STATE'S written permission to do so.

10. INDEMNIFICATION

The COUNTY will indemnify and defend the STATE, its officers, agents, and employees against any and all actions, suits, damages, liability, or other proceedings that arise as a result of any act or omission of the COUNTY or the COUNTY'S officers, agents, or employee. The COUNTY is not required to be responsible for nor to defend against claims or damages arising solely from errors or omissions of the STATE, its officers, agents, or employees.

11. RECORDS RETENTION AND AUDIT PROVISION

- A. All project charges will be subject to audit in accordance with current STATE procedures and 2 CFR Part 200.
- B. The COUNTY will keep accounting records clearly identified with the Agreement.
- C. Upon reasonable notice, the COUNTY will allow the STATE, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The COUNTY will keep these records clearly identified and readily accessible for a period of three (3) years after the date final payment under this Agreement is made and all other pending matters are closed.

12. AMERICANS WITH DISABILITIES ACT

The COUNTY will provide services in compliance with the Americans with Disabilities Act of 2016 and any amendments.

13. COMPLIANCE WITH LAWS

The COUNTY will comply with all federal, state, and local laws, together with all ordinances and regulations applicable to the work and will be solely responsible for obtaining current information on such requirements. The COUNTY will procure all licenses, permits, or other rights necessary for the fulfillment of their obligations under this Agreement. The COUNTY'S noncompliance with these requirements will be cause for the STATE to withhold participation and reimbursement.

14. CONTROLLING LAW

- A. This Agreement will be governed by and construed in accordance with the laws of the State of South Dakota. The venue for any lawsuit pertaining to or affecting this Agreement will be in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- B. Any dispute between the parties concerning this Agreement will be referred to the Secretary of the South Dakota Department of Transportation or duly authorized representative for determination, whose decision in the matter will be final and conclusive on the parties to this Agreement.

15. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable or invalid, such holding will not invalidate or render unenforceable any other provision of this Agreement.

16. SUPERCESSION

All other prior discussions, communications, and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and, except as specifically provided in this Agreement, this Agreement constitutes the entire Agreement with respect to the subject matter.

17. CERTIFICATION OF NO PROHIBITED STATE LEGISLATOR INTEREST

The COUNTY (i) understands neither a state legislator nor a business in which a state legislator has an ownership interest may be directly or indirectly interested in any contract with the State that was authorized by any law passed during the term for which that legislator was elected, or within one year thereafter, and (ii) has read South Dakota Constitution Article 3, Section 12 and has had the opportunity to seek independent legal advice on the applicability of that provision to this Agreement. By signing this Agreement, the COUNTY hereby certifies that this Agreement is not made in violation of the South Dakota Constitution Article 3, Section 12.

18. SIGNATURE AUTHORITY

The COUNTY has designated its Commissioner as the COUNTY'S authorized representative and has empowered the Commissioner with the authority to sign this Agreement on behalf of the COUNTY. A copy of the COUNTY'S Commission or Council minutes or resolution authorizing the execution of this Agreement by the COUNTY'S authorized representative is attached to this Agreement as **Exhibit A**.

The STATE and the COUNTY signify their agreement by signatures affixed on the next page.

Oglala Lakota County, South Dakota

By: _____

Printed Name: _____

Its: County Commission Chairperson

Date: _____

Attest: _____

Printed Name: _____

County Auditor/Clerk

[County Seal]

State of South Dakota
Department of Transportation

By: _____

Printed Name: Joel M. Jundt

Its: Department Secretary

Date: _____

Agreement for Marking Funds

County Participation in the Annual Payout of Pavement

Kinniburgh, Doug (DOT) <Doug.Kinniburgh@state.sd.us>

Fri 3/8/2024 3:40 PM

>;Ganje, Sue <Sue.Ganje@state.sd.us>

At the request of the South Dakota Association of County Highway Superintendents, on December 21, 2023, the Transportation Commission approved an annual payout of the state funding set aside for county pavement marking, starting in 2024. Counties will receive a proportional share of \$500,000 based on the SDDOT Certified Road Mileage for County Primary and County Secondary Paved Roads. Below is the mileage that will be used for your county for this year's distribution if you choose to participate.

Attached is an agreement that will be in effect for 15 years to include you in this program for an annual distribution of these funds. Payment will be made in combination with the annual STBGP payout. In order to be included in the payout program in 2024, this agreement needs to be signed and the original with a wet signature, along with commission meeting minutes for Exhibit A as defined in the agreement, returned to me no later than April 15, 2024. The \$500,000 will be distributed to the counties that submitted signed agreements by this date. Counties that return agreements after this date will be included in the payout program starting in 2025.



[Doug Kinniburgh](#)

Local Government Engineer | South Dakota Department of Transportation
Better Lives Through Better Transportation
700 E. Broadway Ave., Pierre, SD 57501
O: 605.773.4284 | C: 605.381.1040 | dot.sd.gov

COUNTY / CLASS I CITY	Paved Miles as Per 2022 SDDOT Certified Road Mileage for County Primary & County Secondary Roads	County Pavement Marking Payout (Portion of \$500,000)
Aurora	84.486	\$ 5,551.02
Beadle	219.106	\$ 14,396.02
Bennett	19.982	\$ 1,312.89
Bon Homme	161.272	\$ 10,596.13
Brookings	265.319	\$ 17,432.37
Brown	397.434	\$ 26,112.79
Brule	87.480	\$ 5,747.74
Buffalo	1.081	\$ 71.03
Butte	23.118	\$ 1,518.93
Campbell	34.577	\$ 2,271.83
Charles Mix	149.660	\$ 9,833.18
Clark	125.951	\$ 8,275.42
Clay	185.732	\$ 12,203.23
Codington	214.634	\$ 14,102.20
Corson	10.491	\$ 689.29
Custer	15.465	\$ 1,016.10
Davison	178.906	\$ 11,754.74
Day	170.334	\$ 11,191.53
Deuel	154.830	\$ 10,172.87
Dewey	14.837	\$ 974.84
Douglas	92.948	\$ 6,107.00
Edmunds	129.804	\$ 8,528.57
Fall River	57.050	\$ 3,748.38
Faulk	107.202	\$ 7,043.54
Grant	174.122	\$ 11,440.42
Gregory	49.810	\$ 3,272.69
Haakon	2.195	\$ 144.22
Hamlin	130.367	\$ 8,565.56
Hand	215.626	\$ 14,167.37
Hanson	72.501	\$ 4,763.57
Harding	64.492	\$ 4,237.35
Hughes	33.446	\$ 2,197.52
Hutchinson	228.688	\$ 15,025.59
Hyde	8.527	\$ 560.25
Jackson	5.778	\$ 379.63
Jerauld	31.578	\$ 2,074.78
Jones	0.539	\$ 35.42
Kingsbury	195.596	\$ 12,851.33
Lake	213.593	\$ 14,033.80
Lawrence	98.051	\$ 6,442.29
Lincoln	279.248	\$ 18,347.56
Lyman	5.879	\$ 386.27
Marshall	95.503	\$ 6,274.88
McCook	160.061	\$ 10,516.56
McPherson	154.693	\$ 10,163.86
Meade	88.862	\$ 5,838.54
Mellette	9.465	\$ 621.88
Miner	84.896	\$ 5,577.96
Minnehaha	351.363	\$ 23,085.76
Moody	161.981	\$ 10,642.71
Oglala Lakota	2.367	\$ 155.52
Pennington	333.331	\$ 21,901.00
Perkins	85.010	\$ 5,585.45
Potter	14.382	\$ 944.95
Roberts	303.936	\$ 19,969.65
Sanborn	73.210	\$ 4,810.15
Spink	148.766	\$ 9,774.44
Stanley	1.485	\$ 97.57
Sully	45.932	\$ 3,017.89
Todd	19.839	\$ 1,303.49
Tripp	45.436	\$ 2,985.30
Turner	250.238	\$ 16,441.50
Union	183.271	\$ 12,041.54
Walworth	59.581	\$ 3,914.68
Yankton	220.719	\$ 14,502.00
Ziebach	3.888	\$ 255.46

**STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION
JOINT POWERS AGREEMENT TO PROVIDE FOR
THE PAVEMENT MARKING OF COUNTY ROADS
WITHIN OGLALA LAKOTA COUNTY**

This Agreement is made and entered into by and between the State of South Dakota, acting by and through its Department of Transportation, referred to in this Agreement as the "STATE," and Oglala Lakota County, South Dakota, referred to in this Agreement as the "COUNTY."

1. JOINT POWERS

- A. This Agreement does not establish a separate legal entity as contemplated by SDCL 1-24-5. The cooperative undertaking described in this Agreement will be financed and conducted under the provisions of this Agreement by the STATE and the COUNTY. Each party has responsibilities under the terms of this Agreement and no joint board or administrator will be used. No real property will be purchased in connection with this Agreement.
- B. Any COUNTY or STATE employee engaged in joint action under this Agreement will remain an employee of his agency during participation in joint action under this Agreement. Each agency will retain exclusive responsibility for its officers, agents, and employees while these officers, agents, and employees are engaged in joint action under this Agreement, including but not limited to any responsibility for regular and overtime wages and salaries, unemployment benefits, workers' compensation coverage, health insurance, or other benefits, and liability coverage and indemnity, except as otherwise specifically provided in this Agreement.

2. BACKGROUND

- A. The STATE has allocated Five Hundred Thousand Dollars (\$500,000.00), in 2024, for County Pavement Marking to be distributed annually based on the STATE Certified Road Mileage for County Primary and County Secondary Paved Roads. Future annual allocations will be determined by the STATE.
- B. COUNTY will receive a proportional share of the Five Hundred Thousand Dollars (\$500,000.00), or other amount as determined by the STATE, based on the number of pavement miles in said COUNTY as compared to the total number of pavement miles statewide, as computed by the STATE.
- C. The COUNTY will use the funds distributed under this Agreement solely for the purpose of pavement markings on the county highway system and county secondary roads under COUNTY'S supervision and control.

THE COUNTY AND THE STATE MUTUALLY AGREE AS FOLLOWS:

3. TERM

This Agreement will become effective upon the last signature and will have a term of fifteen years.

4. PROJECT PLANNING AND CONSTRUCTION

The COUNTY will be the contracting party for all pavement marking projects funded under this Agreement and will be responsible for the preliminary engineering, construction engineering, contract administration and construction costs for all projects.

5. ELIGIBLE COSTS

Pavement marking project costs that are eligible for funding under this Agreement are preliminary engineering, construction engineering, contract administration, and construction costs, provided the costs are incurred in accordance with this Agreement. Costs incurred in violation of any terms or conditions of this Agreement will be deemed ineligible.

6. AMENDMENTS

This Agreement may not be amended, except in writing, which writing will be expressly identified as a part of this Agreement and be signed by an authorized representative of each of the parties.

7. TERMINATION

The STATE may terminate this Agreement at any time with or without cause and with or without notice. If the STATE terminates this Agreement for a material breach by the COUNTY, the COUNTY will reimburse the STATE for all funds expended in violation of this Agreement.

8. FUNDING AVAILABILITY

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement may be terminated by the STATE. Termination for any of these reasons is not a default by the STATE nor does it give rise to a claim against the STATE.

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- A. All project charges will be subject to audit in accordance with current STATE procedures and 2 CFR Part 200.
- B. The COUNTY will keep accounting records clearly identified with the Agreement.
- C. Upon reasonable notice, the COUNTY will allow the STATE, through any authorized representative, to have access to and the right to examine and copy all records, books, papers, or documents related to services rendered under this Agreement. The COUNTY will keep these records clearly identified and readily accessible for a period of three (3) years after the date final payment under this Agreement is made and all other pending matters are closed.

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The COUNTY will provide services in compliance with the Americans with Disabilities Act of 2016 and any amendments.

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18. SIGNATURE AUTHORITY

The COUNTY has designated its Commissioner as the COUNTY'S authorized representative and has empowered the Commissioner with the authority to sign this Agreement on behalf of the COUNTY. A copy of the COUNTY'S Commission or Council minutes or resolution authorizing the execution of this Agreement by the COUNTY'S authorized representative is attached to this Agreement as **Exhibit A**.

The STATE and the COUNTY signify their agreement by signatures affixed on the next page.

Oglala Lakota County, South Dakota

By: _____

Printed Name: _____

Its: County Commission Chairperson

Date: _____

Attest: _____

Printed Name: _____

County Auditor/Clerk

[County Seal]

State of South Dakota
Department of Transportation

By: _____

Printed Name: Joel M. Jundt

Its: Department Secretary

Date: _____

OGLALA LAKOTA COUNTY
HWY-DEPT REPORT

DATE: 4-4-2024

Blading Roads

DATE	ROAD #	DRIVER(S)
3-27-24	#7	SAM
4-2-24	#2, #11	SAM
4-3-24	#16A, 16	SAM, Kelly, Doreen
3-6-24	#24C	Doreen
3-12-24	#24, #24C	Doreen
3-13-24	#15, #17	Doreen
3-18-24	#15L	Doreen
3-19-24	#13, #26	Doreen
3-20-24	#24	Doreen
3-21-24	#17	Doreen
	Reshaping Roads	
3-6,7-24	#9	SAM
3- 11 11,12,13,14,15,16-24	#17	SAM
3- 25 ²¹ 25-24	#17	SAM, Doreen

OGLALA LAKOTA COUNTY
 HWY-DEPT REPORT

DATE: 4-4-24

DATE	EQUIPMENT	WORK PERFORMED	PERSON MAKING REPAIR
3-12-24	1996 Peterbilt Model 379	Replaced Air Compressor and Radiator Hose	Lynx, Kelly
3-19-24 3-19-24	2013 140m2	Replaced Cutting edges	Kelly, Doreen
3-21-24	2021 150	Replaced Cutting edges	Kelly, SAM
3-26-24	1996 Peterbilt Model 379	Replaced starter	Kelly, Doreen Lynx, SAM
3-17-24	2012 F150 Pickup	Chained oil	Kelly

OGLALA LAKOTA COUNTY SHERIFF'S OFFICE

Having only been the Sheriff for a few short months. Retention of Officers for the Oglala Lakota County has been hard. Be it the Sheriff or Deputies.

I get asked by the Commission if I've found anyone to fill the Deputy positions. Believe me I've looked and asked more than a lot of people.

I have been asked to hire an experienced officer and a brand-new one.

My biggest issue is...

They all have jobs that pay more than what we are offering, they make more, or come close to making more than me as Sheriff.

Examples of this are:

Housing Security: 20 to 25 per hour

OLC School Security: 25 per hour

Uncertified Police officer Fall River 21 per hour

OST DPS uncertified: 21 per hour.

Fall River Certified 24 to 26 DOE.

OSTDPS Certified 24 per hour until Probation is complete then 26 per hour. Plus, 8k sign on bonus

Fall River 3 years of experience 26 per hour, top step at 28 per hour.

OSTDPS 3 years of experience 29.65 and will continue to go up per years of service.

As long as we cannot offer a competitive wage recruitment and retention of officers will be difficult at best. OLC Sheriffs Office is Hiring a new recruit at 19.60 per hour and experienced officer regardless of experience 19.60 per hour. I as Sheriff make 22.18 per hour according to my last pay stub.

Yes, I understand that our job isn't as taxing as our surrounding areas and the above numbers don't include Pennington County Sheriff's office or the Rapid City Police Department, which are both 5 to 10 dollars more than the Fall River Officers and are comparable to what OSTDPS is currently paying to include their steps per years of service increases.

This does not include what the Sheriff's make per year (salary) or the Chief of Police in these respective areas. Which is nearly twice to three times more than what is budgeted for OLC.

With that being said, I believe we need to hire one experienced Deputy and use the second Deputy position to compensate for the shortfall of the other two. A competitive wage to the surrounding areas is the only way OLC will get or retain any new or experienced Deputies hired.

I have not been privy to the budgeting or all the numbers from the past Sheriff, if any was shared as to the budget. No disrespect intended, but I have no clue as to what or where or if I have any say in where that money is or is being spent. I understand that we have other programs in the County and moneys from ARP and/or Covid dollars, from my understanding, that are being used to build the new facility, which a new office would be great, but that still does not help our retention of officers or Law Enforcement coverage in the County.

I have been tasked to look for grants to assist in the budget of this program, but none exist that enhance a budget, only assist in the buying of equipment or operational needs, again, not any budget assistance toward Deputy of Sheriff Salary.

I am continuing my search for a Deputy(s), but until I can present them with a locked in wage. That is comparable to the surrounding areas. I don't think we will be hiring anytime soon.

In conclusion, if the current budget isn't adjusted or addressed. OLC will have to use what money it has in the current budget to contract out County coverage to the surrounding counties, which will be still more then the current unadjusted budget and although the Road Department is in need of a new facility and being a bigger facility. What is the current cost to run in now? How much more will it cost to run the new facility? and can our current budget maintain the new facility over time?

Again, I apologize if I offended anyone. I am speaking from a position of not knowing. I don't know what we have or had, where it went or going, how long we projected it to last and without a County budget increase as a whole, how do we maintain it?

Respectfully, Bernardo Rodriguez Jr. Oglala Lakota County Sheriff

Oglala Lakota County Sheriff's Office

Sheriff BERNARDO RODRIGUEZ JR.

olcso@olcounty.net

Thank you all for being in attendance.

I can report that this month we have received one new unit and as of the 2nd of April we did receive the second new unit. Which is still at Liberty so they can give it there once over before releasing it to OLCSO.

As you know we did have a special Commissioners meeting in which the upfitting for both units were approved as well as speed rated all season tires. The unit which we already have, I did get the new tires put on, at Discount Tire, which was the lowest bid. They are also aware of the second unit arriving before the end of the month.

I am waiting on Sontech to email me a date for the upfitting, hopefully by the end of the month.

I did have one prisoner transport from Pennington County to Fall River Court and back.

I also assisted Broward County Sheriff's Office Florida, in reference to a possible Murder suspect in the County. After learning the last name of the Suspects family I did make contact with OST Investigation and passed on the information, which later, I was informed the suspect was, at the time, in the County and the situation was being handled.






I was also advised by DAWES County NE. of a prisoner transport through OLC.

I am still at work with the Policy and Procedures Manual, which is taking me more time than I thought. I am planning on having a Manual for your approval by the next meeting.

I am aware of one of the prior Sheriff's having submitted one but I am unaware if that Manual had been approved by the Commission. And if so, I'm I just reviewing this one?

Thank you for your Time.

Bernardo Rodriguez Jr. OLC Sheriff

To	agenda@olcounty.org  Person  Person  Person
Cc	 Person
Bcc	 Person
Subject	Deadline

OGLALA LAKOTA COUNTY VSO

MONTHLY ACTIVITY REPORT March 2024

OFFICE VISITS APPOINTMENTS 4 WALK-INS 30 PHONE 4 TOTAL 34

DEATHS TRIBAL MEMBERS NON-TRIBAL MEMBERS

VETERANS ADMINISTRATION

NEW CLAIMS (PERSON 2 PHONE)

EXISTING CLAIMS 21 (PERSON PHONE)

NEW MEDICAL ENROLLMENT 1

DD214 REQUESTS 4 (OFFICE 4 OTHER)

HOME LOAN 3 VA STATE HOME OTHER

SD STATE BENEFITS

VETERANS/ACTIVE DUTY BONUS 1 BURIAL BENEFITS 1 EDUCATION

HEADSTONE/SET UP RECORDS/OTHER 2 STATE PARKS

HUNTING/FISHING LICENSES LICENSE PLATES DRIVERS LICENSE

TRIBAL

TRIBAL VETERANS FLAG

MEETINGS OTHER

PUBLIC OUTREACH

SOCIAL MEDIA RADIO STATION OTHER

OTHER outreach 3-28-24 (see attached document)

* Moved to PRHVS 3-13-24

Deedholder	Parcel_Number	Abtmt_Years	Abtmt_Type	Abtmt_Amount	Abatement_Reason
County: HEIRS OF GRACE OLMSTEAD PAWNEE	18000-03742-134-20	2022 pay 2023	Total	\$ 17.98	Parcel is in Trust

Tax Bill #2022-43



Breakout

Taxpayer: HEIRS OF GRACE OLMSTEAD PAWNEE
Legal: UNDIVIDED INTEREST 1/96: SE1/4, SEC 13, TWP 37, RG 42 (TOTAL ACRES 160)
Acres: 1.67
Property Address:
Mailing Address: 210 S 44TH ST SPRINGFIELD OR 97478
Parcel Number: 180000374213420
Certificate Number: 2023-5
Second Owner name: C/O NYLOTIS DAVIS

COUNTY	\$1.06
COUNTY FIRE	\$0.02
SCHOOL-OT	\$2.08
First Payment	\$3.16
Second Payment	\$0.00
Total	\$3.16
Outstanding	\$3.16
Interest	\$0.32
Advertising	\$4.50
Certificate	\$10.00
Total Outstanding	\$17.98

Receipts

Tax Bill Has No Payment History

Abatements

Tax Bill Has No Abatements

Abatement Request
\$17.98

Close

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

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

Hirs of Grace Olmstead Pawnee
P.O. Address 210 S 44th St
Springfield, OR 97478

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires _____
Notary Public _____

APPLICANT SHOULD USE THIS SPACE FOR FULL DESCRIPTION OF PROPERTY

DESCRIPTION OF PROPERTY	YEAR	VALUATION	STATE TAX	Consolidated Tax	Amt. of Abatement or Refund	
					Asked	Allowed
Undivided Interest 1/4c. SE 1/4, Sec 13, Twp 37, R6 42 (total Acres 160)	2022	2300		17.98	17.98	

Approved - Disapproved by City or Township Board _____
Dated _____, 20____

Chairman City or Twp. Board.

Approved by authority of Subdivision of SDCL-10-18-1.
Dated _____, 20____

Chairman County Board.

Rejected: _____
Reasons: _____

Dated _____, 20____

Chairman County Board.

Applicant advised of action by notice dated _____, 20____.

County Auditor.

No. _____
APPLICATION FOR ABATEMENT OR REFUND of _____
Mr. _____
P.O. _____
OFFICE OF COUNTY AUDITOR
_____ County
Received and filed in my office on _____, 20____.

County Auditor.
By _____ Deputy.

APPLICATION FOR ABATEMENT OR REFUND OF TAXES

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

STATE OF SOUTH DAKOTA

County of Oglala Lakota } ss.

Heirs of Grace Olmstead Pauvre, being first duly sworn deposes

and says that he has ground for abatement or refund of taxes under the provisions of SDCL-10-18-1 as indicated by an "x" opposite the following applicable provisions of such statute or as otherwise stated:

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

Parcel is in trust. Should have been
exempt.

[Signature]
4/2/24

[EXT] 2024 Community Grant Program - South Dakota Opioid Settlement Fund

Valeriah Big Eagle <vbigeagle@friendshesapa.org>

Tue 3/5/2024 2:37 PM

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

Cc:Joe Milam <jmilam@friendsofthechildren.org>

📎 1 attachments (4 MB)

FOTCH-He Sapa 1-Pager (1).pdf;

Hello Kaycee,

My name is Dr. Valeriah Big Eagle and serve as the Executive Director of Friends of the Children – He Sapa, and I would love the opportunity, if given, to speak to you about garnering your support to apply to the 2024 Community Grant Program – South Dakota Opioid Settlement Fund. Our program is located both in Rapid City (Pennington County) and on the Oglala Lakota Nation (Oglala Lakota County), and we serve youth starting at the age of 4-6 years old who could benefit from mentoring the most – the youth most at hope.

Our mission at Friends of the Children – He Sapa is to impact generational change through youth relationships with professional mentors—for 12+ years, no matter what. We intentionally build relationships with children and families facing the greatest obstacles to belonging and well-being, using our long-term mentorship model together with the cultural grounding of the Lakota culture to help children and families build a path to long-term stability and community. This proven 30-year prevention mentoring model has six distinguishing elements:

1. We intentionally serve children facing the greatest risk factors.
2. We hire full-time, highly trained professional mentors (who we call “Relatives”) with skills and knowledge to work with children and families with histories of personal and cultural trauma. Friends spend 3 to 4 hours per week with each child, including 2 hours in school.
3. We enroll children ages 4 to 6 and commit to them through high school graduation.
4. We are involved in all facets of a child’s life (school, home, and community) and are grounded in Lakota culture to provide holistic, wrap-around services.
5. Relatives develop trusting relationships with caregivers and elders, partnering to promote the child’s learning and development.
6. We combine our network’s 30 years of proven results with our leadership’s deep attachment to Lakota traditions and their expertise in educating and serving Indigenous youth and families.

I would love the opportunity to speak with you in-person or phone about our program and the impact we are seeing in our community, please let me know what days and times you are available.

Thank you so much,

OUR OUTCOMES



92% of youth go on to enroll in post-secondary education, serve our country or enter the workforce.



83% of youth earn a high school diploma or a GED.



93% of youth remain free from juvenile justice system involvement.



98% of youth wait to parent until after their teen years.

Valeriah R. Big Eagle

FR1**ENDS** of the
CH1**ILDREN**

He Sapa

Valeriah Big Eagle, Ed.D.

Executive Director | She/Her/Hers
Tribal Affiliations: Ihanktonwan Dakota/Nakota
Main: 605.791.0781 | Cell: 605.415.3049 | MST
Address: 2693 Commerce Rd. Ste. H. Rapid City

friendshesapa.org | 12+ years, no matter what.

OUR STORY

Friends of the Children opened Friends–He Sapa in August 2022, a site working directly with the Lakota Oyate [people] in Rapid City, South Dakota. Shortly thereafter, by way of a Tribal Resolution, the Oglala Lakota Nation invited the program to join the work on The Pine Ridge Indian Reservation, launching a second location for the chapter. We have enrolled our first cohorts of youth and families at both locations in spring 2023.

LOCATION

Friends of the Children - He Sapa is located in the sacred Black Hills, the ancestral, traditional, and contemporary homelands of the Oceti Sakowin (Seven Council Fires). This tribal alliance comprised is based on kinship, location and dialects: Santee-Dakota, Yankton-Nakota and Teton- Lakota. We acknowledge the sovereignty of the nine federally recognized Native Nations in South Dakota: Cheyenne River, Crow Creek, Flandreau Santee, Lower Brule, Oglala, Rosebud, Sisseton-Wahpeton, Standing Rock and Yankton Sioux Tribes. This has always been and will continue to be HOME because the land contains the blood of our ancestors. We have two distinct locations; our headquarters is in He Sapa (Rapid City) and our other site is located on the Pine Ridge Reservation –the Oglala Lakota Nation site.



"[I]t is imperative that in the spirit of Wolakota (peace/balance), young people in our community, feel valued, safe, empowered, and supported."

Oglala Sioux Tribal Council Resolution in support of Friends of the Children

OUR IMPACT

Friends of the Children-He Sapa is the first native-led, culturally-specific site in the Friends of the Children network. We will ground our work in Lakota culture using the extended kinship model through naming ceremonies, making of relatives, coming of age ceremonies, and healing camps. The Friends of the Children model ensures that youth are supported from as early as age 4 through high school graduation—nearly half of the Topa [four stages of the Lakota Way of Life], 12+ years no matter what. We are committed to not only helping our youth and families thrive, but to truly promote healing and generational change in their lives.

"It is more than helping youth graduate high school or attaining their GED, it is about saving lives here in our community. Having the opportunity to have a 1-on-1 mentor starting at 4 - 6 years old, 12 + years no matter what, is lifechanging."

Dr. Valeriah Big Eagle, Executive Director

FR1ENDS of the CH1LDREN

He Sapa

OUR WORK & PARTNERS

Our work is guided by the community, for the community. From the name of the chapter (He Sapa, the Lakota name of the sacred Black Hills), to organizational leadership and programming, intentionality is the guiding principle in our approach in Rapid City and Wazi Ahanhan Oyanke. Both sites have a Community Advisory Committee made up of indigenous youth, parents, community members, and program partners to provide input and guide our work. Our experienced board and staff are deeply rooted in the community and are working in a holistic, culturally responsive way to support WoLakota (how to be a good relative) by supporting and building interconnected supports around and among Indigenous youth, Elders, kinship systems, and the community as a whole.

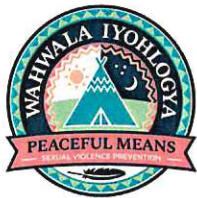
We work collectively with program partners in Rapid City and on the reservation to provide wrap-around services to the youth and families we serve. Our growing list of partners includes the Oglala Sioux Tribe, Oaye Luta Okolakiciye, Rural America Initiatives, Wounded Knee District School, Youth & Family Services, Rapid City Area Schools, Great Plains Tribal Leaders Health Board, Oglala Lakota College Head Start Program, Oglala Lakota Children's Justice Center, Pahin Sinte Owayawa School, Reading Reimagined, Oyate Ta Kola Ku Community Center, Peaceful Means, & Winyan Wakan Owayawa School. Our ultimate aim is to improve long-term outcomes including helping our youth graduate high school or attain their GED, deter youth from entering the juvenile justice system, and avoiding early pregnancy.



Youth & Family
Services™



Wounded Knee
District School



Pahin Sinte
Owayawa School



Reading
Reimagined



OG LALA LAKOTA
CHILDREN'S
JUSTICE CENTER



Mitákuye Iyúha Ithókab Ayútapi



- We intentionally serve children facing the greatest risk factors.
- We hire full-time, highly trained professional mentors (who we call "Relatives") with skills and knowledge to work with children and families with histories of personal and cultural trauma. Friends spend 3 to 4 hours per week with each child, including 2 hours in school.
- We enroll children ages 4 to 6 and commit to them through high school graduation.
- We are involved in all facets of a child's life (school, home, and community) and are grounded in Lakota culture to provide holistic, wrap-around services.
- Relatives develop trusting relationships with caregivers and elders, partnering to promote the child's learning and development.
- We combine our network's 30 years of proven results with our leadership's deep attachment to Lakota traditions and their expertise in educating and serving Indigenous youth and families.



For more information, please contact
Dr. Valeriah Big Eagle, Executive Director at
vbigeagle@friendshesapa.org

www.friendshesapa.org



Codified Laws

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[NEXT](#)

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PRINTER FRIENDLY

7-8-20. General powers of county commissioners.

In addition to others specified by law, the board of county commissioners shall have power:

- (1) To institute and prosecute civil actions in the name of the county, for and on behalf of the county;
- (2) To make orders respecting the care and preservation of all property belonging to the county and to sell any real property of the county when authorized by law so to do;
- (3) To levy a tax not exceeding the amount authorized by law, and to liquidate indebtedness;
- (4) To audit the accounts of all officers having the care, management, collection or disbursement of any money belonging to the county or appropriated for its benefit;
- (5) To construct and repair bridges; to open, lay out, vacate, and change highways; to purchase or acquire grounds for courthouse, jail, or other building sites, locate or relocate the courthouse on such sites; to establish election precincts in its county and appoint the judges of election; and, as a board of equalization, to equalize the assessment roll of its county in the manner provided by law;
- (6) To furnish necessary blank books, blanks, and stationery for the county auditor, register of deeds, county treasurer, state's attorney, sheriff, and other elected or appointed county officers, to be paid out of the county treasury; also a fireproof safe or vaults, when in its judgment the same shall be advisable, in which to keep all the books, records, vouchers, and papers pertaining to the business of the board;
- (7) To superintend the fiscal concerns of the county and secure their management in the best possible manner;
- (8) To regulate the transaction of business in alcoholic beverages and the use and consumption of alcoholic beverages, to establish the number of on-sale licenses which may be issued, to provide for reasonable classification of on-sale licenses and fix the fees to be charged for the licenses consistent with the provisions of Title 35;
- (9) To make ordinances prohibiting the sale or exhibition of any obscene matter; however, no county resolution shall be effective in any incorporated area within said county;
- (10) To do and perform such other duties and acts as it is or may hereafter be required to do and perform;
- (11) To provide additional compensation to the county treasurer, county auditor, county register of deeds, state's attorney, and sheriff. This compensation shall be in addition to the salaries prescribed in §§ [7-7-9.1](#), [7-7-12](#), and [7-12-15](#);
- (12) To provide office space, in addition to that provided in the county courthouse, for state's attorneys, appointed officials of the county and other employees;

- (13) To receive and administer grants, loans and assistance and to enter into agreements for cooperative action, with or on behalf of any public agency or nonprofit organization, to establish, promote and support community development;
- (14) To enact ordinances to regulate and prevent the placing of ashes, dirt, garbage or any offensive matter in any highway or public ground or in any body or stream of water within the county, but outside of an incorporated municipality or outside of the one mile limits of any incorporated municipality;
- (15) To enact ordinances to regulate and compel the cleansing, abatement or removal of any sewer, cesspool or any unwholesome or nauseous thing or place;
- (16) To license and regulate transient merchants, hawkers, solicitors, peddlers, itinerant vendors, and every person retailing tangible personal property or services, unless such business is carried on exclusively within the boundaries of a municipality or is carried on through home solicitation or from a fixed permanent location and place of business in this state where such goods and services are offered on a continuing basis;
- (17) To enact by ordinance, for any portion of the county which is zoned, certain building codes pursuant to § 11-10-5;
- (18) To prohibit or restrict open burning, after consultation with local fire officials and law enforcement officials, in order to protect the public health and safety.

Source: SDC 1939, § 12.0617; SL 1971, ch 45, § 1; SL 1974, ch 61, § 1; SL 1981, ch 44, § 5; SL 1981, ch 50; SL 1982, ch 65; SL 1985, ch 47; SL 1987, ch 29, § 2; SL 1987, ch 68; SL 1989, ch 30, § 13; SL 1991, ch 58, § 1; SL 1993, ch 64; SL 1995, ch 81, § 1; SL 1998, ch 77, § 2; SL 2001, ch 47, § 2; SL 2001, ch 187, § 2; SL 2010, ch 183, § 9.

7-8-20.1. Rewards for aid in arrest and conviction of felons.

The county commissioners of any county in this state may offer a standing reward of not more than five thousand dollars for evidence leading to the arrest and conviction of any person or persons guilty of any felony under the laws of this state. They may also in their discretion offer special rewards in reasonable amounts for the purpose of securing the arrest and conviction of any person or persons charged with a felony in any particular case.

Source: SL 1905, ch 134; SL 1911, ch 192; RC 1919, § 5903; SL 1919, ch 147; SL 1921, ch 165; SDC 1939, § 12.1910; SDCL, § 23-13-15; SL 1978, ch 164, § 2.

7-8-20.2. Determination by commissioners of right to reward--Payment.

Applications for a reward authorized by § 7-8-20.1 or any part thereof shall be filed with the county commissioners who shall determine the rights of the applicants thereto and cause warrants to be issued upon the general fund of the county for such portion of the reward as is found to be due thereon.

Source: SL 1919, ch 147; SL 1921, ch 165; SDC 1939, § 12.1910; SDCL, § 23-13-16; SL 1978, ch 164, § 4.

UGLALA LAKOTA COUNTY RESOLUTION #2023-07

WHEREAS, the County desires to have a one-time only cap to funding requests from the General Fund monies at a total cumulative amount up to \$20,000.00 to assist public service-related organizations as outside sources, and;

WHEREAS, the County desires to only provide funding to businesses and/or non-profit organizations that provide public-service related services to residents of Oglala Lakota County, and;

WHEREAS, the County wants to preserve the funding for County purposes, and;

WHEREAS, the Oglala Lakota County Board of Commissioners is authorized to enact such limit;

NOW THEREFORE, BE IT RESOLVED, that the Board of Oglala Lakota County Commissioners will cap the funding to outside entities at a one-time only use of General Fund monies up to \$20,000.00 cumulative total; and that the Board of Oglala Lakota County Commissioners will only provide funding to businesses and/or non-profit organizations that provide public-service related services to residents of Oglala Lakota County and;

NOW THEREFORE, BE IT RESOLVED,.

Dated this 9th day of August, 2023

ATTEST:

Allyssa Comer, Vice-Chairwoman
Oglala Lakota County Board of Commissioners

Sue Ganje
Oglala Lakota County Auditor

2023 OL Annual Report Exhibit III

Restricted = Remaining Arpa Money 917,252.00

Assigned = Cash Applied to 24 Budget 180,407.00

Assigned = Cash Analysis Dec 31, 2023 1,157,000.00

Mental Health 2018 9,000.00

Future County Building 2020 29,000.00

Cultural Development Purposes 2021 119,000.00

New County Building 2023 1,000,000.00

1,157,000.00

OGLALA LAKOTA COUNTY
BALANCE SHEET - MODIFIED CASH BASIS
GOVERNMENTAL FUNDS
December 31, 2023

	General Fund	Road and Bridge Fund	Fund	Fund	Other Governmental Funds	Total Governmental Funds
ASSETS:						
101 Cash and Cash Equivalents	674,469.91	2,257,663.80			83,271.13	3,015,404.84
106 Cash with Fiscal Agent					0.00	0.00
151 Investments	1,796,858.49	317,092.67			0.00	2,113,951.16
107.1 Restricted Cash and Cash Equivalents					0.00	0.00
107.2 Restricted Investments					0.00	0.00
TOTAL ASSETS	2,471,328.40	2,574,756.47	0.00	0.00	83,271.13	5,129,356.00
FUND BALANCES: (See Note ___)						
273 Nonspendable					0.00	0.00
274 Restricted	917,251.77	2,574,756.47			83,271.13	3,575,279.37
275 Committed					0.00	0.00
276 Assigned	1,337,407.00				0.00	1,337,407.00
277 Unassigned	216,669.63				0.00	216,669.63
TOTAL FUND BALANCES	2,471,328.40	2,574,756.47	0.00	0.00	83,271.13	5,129,356.00

The notes to the financial statements are an integral part of this statement.

OGLALA LAKOTA COUNTY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - MODIFIED CASH BASIS
GOVERNMENTAL FUNDS
For the Year Ended December 31, 2023

	General Fund	Road and Bridge Fund	Fund	Fund	Other Governmental Funds	Total Governmental Funds
Revenues:						
Taxes:						
310						
311	316,394.26				5,949.41	322,343.67
312	7,890.82				145.60	8,036.42
313	163.77				3.08	166.85
314	67.73				0.00	67.73
315					0.00	0.00
316					0.00	0.00
318					0.00	0.00
319					0.00	0.00
	324,516.58	0.00	0.00	0.00	6,098.09	330,614.67
320	212.75				30.00	242.75
Licenses and Permits						
330						
Intergovernmental Revenue:						
331	76,265.20	8,512.55			0.00	84,777.75
332					0.00	0.00
333	6,255.00				0.00	6,255.00
334		372,623.50			0.00	372,623.50
335					0.00	0.00
State Shared Revenue:						
335.01					0.00	0.00
335.02					0.00	0.00
335.04		353,126.45			0.00	353,126.45
335.05					0.00	0.00
335.06					0.00	0.00
335.07					0.00	0.00
335.08					0.00	0.00
335.09					0.00	0.00
335.10		47,821.52			0.00	47,821.52
335.11					0.00	0.00
335.13					0.00	0.00
335.14		164,808.12			0.00	164,808.12
335.15	30,794.08				0.00	30,794.08
335.16	1,747.82				0.00	1,747.82
335.17					0.00	0.00
335.18		4,122.12			0.00	4,122.12
335.19					0.00	0.00
335.99	67,998.73				0.00	67,998.73
336					0.00	0.00
338					0.00	0.00

OGLALA LAKOTA COUNTY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - MODIFIED CASH BASIS
GOVERNMENTAL FUNDS
For the Year Ended December 31, 2023

	General Fund	Road and Bridge Fund	Fund	Fund	Other Governmental Funds	Total Governmental Funds
339 Other Intergovernmental Revenue						
Total Intergovernmental Revenue	183,060.83	951,014.26	0.00	0.00	0.00	1,134,075.09
340 Charges for Goods and Services:						
General Government:						
341 Treasurer's Fees	34,389.50				0.00	34,389.50
341.10 Register of Deeds' Fees	9,427.19				4,450.62	13,877.81
341.30 Driver's License Exam					0.00	0.00
341.40 Legal Services	195.74				25.00	220.74
341.50 Clerk of Courts Fees	725.00				0.00	725.00
341.90 Other Fees	418.63				0.00	418.63
342 Public Safety:						
342.10 Law Enforcement					0.00	0.00
342.20 Prisoner Care	4.93				0.00	4.93
342.30 Sobriety Testing					0.00	0.00
342.90 Other					0.00	0.00
343 Public Works:						
343.10 Road Maintenance Contract Charges		928.90			0.00	928.90
343.20 Sanitation					0.00	0.00
343.30 Airport					0.00	0.00
343.90 Other					0.00	0.00
344 Health and Welfare:						
344.10 Economic Assistance:						
344.11 Poor Lien Recoveries					0.00	0.00
344.12 Veterans Service Officer	3,750.00				0.00	3,750.00
344.13 Low Income Energy Assistance Program					0.00	0.00
344.14 Food Stamp Administration					0.00	0.00
344.19 Other					0.00	0.00
344.20 Health Assistance:						
344.21 County Nurse					0.00	0.00
344.22 Ambulance					0.00	0.00
344.23 Hospital					0.00	0.00
344.24 Women, Infants and Children					0.00	0.00
344.29 Other					0.00	0.00
344.30 Social Services					0.00	0.00
344.40 Mental Health Services					0.00	0.00
345 Culture and Recreation					0.00	0.00
346 Urban and Economic Development					0.00	0.00
348 Conservation of Natural Resources					0.00	0.00
349 Other Charges					0.00	0.00

OGLALA LAKOTA COUNTY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - MODIFIED CASH BASIS
GOVERNMENTAL FUNDS
For the Year Ended December 31, 2023

	General Fund	Road and Bridge Fund	Fund	Fund	Fund	Other Governmental Funds	Total Governmental Funds
Total Charges for Goods and Services	48,910.99	928.90	0.00	0.00	0.00	4,475.62	54,315.51
Fines and Forfeits:							
350 Fines						0.00	0.00
351 Costs	240.00					0.00	240.00
352 Forfeits						0.00	0.00
353 Other						0.00	0.00
359 Total Fines and Forfeits	240.00	0.00	0.00	0.00	0.00	0.00	240.00
Miscellaneous Revenue:							
360 Investment Earnings	130,519.56	327.93				0.00	130,847.49
361 Rent						0.00	0.00
362 Special Assessments						0.00	0.00
363 Contributions and Donations						0.00	0.00
364 Refund of Prior Year's Expenditures	7,002.91					0.00	7,002.91
365 Other	18,886.63	36.26				0.00	18,922.89
366 Total Miscellaneous Revenue	156,409.10	364.19	0.00	0.00	0.00	0.00	156,773.29
Total Revenues	713,350.25	952,307.35	0.00	0.00	0.00	10,603.71	1,676,261.31
Expenditures:							
100 General Government:							
110 Legislative:							
111 Board of County Commissioners	73,061.53					0.00	73,061.53
120 Elections	10,268.36					0.00	10,268.36
130 Judicial System	133.80					0.00	133.80
140 Financial Administration:							
141 Auditor	70,050.66					0.00	70,050.66
142 Treasurer	82,458.39					0.00	82,458.39
143 Finance Office						0.00	0.00
149 Other						0.00	0.00
150 Legal Services:							
151 State's Attorney	43,846.61					0.00	43,846.61
152 Public Defender						0.00	0.00
153 Court Appointed Attorney	3,043.81					0.00	3,043.81
154 Abused and Neglected Child Defense						0.00	0.00
159 Other Legal Services						0.00	0.00
160-170 Other General Government:							
161 General Government Building	41,973.94					0.00	41,973.94
162 Director of Equalization	49,940.37					0.00	49,940.37
163 Register of Deeds						3,704.86	3,704.86

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - MODIFIED CASH BASIS
GOVERNMENTAL FUNDS
For the Year Ended December 31, 2023

	General Fund	Road and Bridge Fund	Fund	Fund	Other Governmental Funds	Total Governmental Funds
164	Judgments					
165	Veterans Service Officer				0.00	0.00
166	Predatory Animal				0.00	48,387.81
167	Disability Coordinator				0.00	2,415.18
168	Self-Insurance Plan				0.00	0.00
169	Other				0.00	0.00
170	Geographic Information System				0.00	0.00
171	Information Technology				0.00	1,893.75
172	Human Resources				0.00	21,800.00
	Total General Government	0.00	0.00	0.00	3,704.86	452,979.07
200	Public Safety:					
210	Law Enforcement:					
211	Sheriff				0.00	118,422.74
212	County Jail				0.00	31,772.30
213	Coroner				0.00	13,745.32
214	County-Wide Law Enforcement				0.00	0.00
215	Juvenile Detention				0.00	0.00
219	Other Law Enforcement				0.00	0.00
220	Protective and Emergency Services:				0.00	0.00
221	Fire Protection				5,000.00	5,000.00
222	Emergency and Disaster Services				0.00	3,765.00
223	Flood Control				0.00	0.00
225	Communication Center				0.00	0.00
229	Other Protective and Emergency Services				0.00	0.00
	Total Public Safety	0.00	0.00	0.00	5,000.00	172,705.36
300	Public Works:					
310	Highways and Bridges:					
311	Highways, Roads and Bridges				0.00	1,085,188.96
320	Sanitation:					
321	Sewers				0.00	0.00
322	Solid Waste				0.00	0.00
330	Transportation:					
331	Airport				0.00	0.00
332	Railroad				0.00	0.00
333	Other Transportation				0.00	0.00
340	Water System				0.00	0.00
390	Other Public Works				0.00	0.00
	Total Public Works	1,085,188.96	0.00	0.00	0.00	1,085,188.96

OGLALA LAKOTA COUNTY
 STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - MODIFIED CASH BASIS
 GOVERNMENTAL FUNDS
 For the Year Ended December 31, 2023

	General Fund	Road and Bridge Fund	Fund	Fund	Other Governmental Funds	Total Governmental Funds
400 Health and Welfare:						
410 Economic Assistance:						
411 Support of Poor	0.00				0.00	0.00
412 Public Welfare					0.00	0.00
413 Low Income Energy Assistance Program					0.00	0.00
415 Food Stamp Distribution					0.00	0.00
419 Other					0.00	0.00
420 Health Assistance:						
421 County Nurse					0.00	0.00
422 Health Services					0.00	0.00
423 Hospital					0.00	0.00
424 Ambulance					0.00	0.00
425 Board of Health					0.00	0.00
426 Women, Infants and Children					0.00	0.00
429 Other					0.00	0.00
430 Social Services:						
431 Day Care Centers					0.00	0.00
432 Child Support Enforcement					0.00	0.00
433 Care of Aged					0.00	0.00
434 Domestic Abuse					0.00	0.00
439 Other					0.00	0.00
440 Mental Health Services:						
441 Mentally Ill	300.00				0.00	300.00
442 Developmentally Disabled	0.00				0.00	0.00
443 Drug Abuse					0.00	0.00
444 Mental Health Centers	7,500.00				0.00	7,500.00
445 Mental Illness Board	5,085.20				0.00	5,085.20
449 Other					0.00	0.00
Total Health and Welfare	12,885.20	0.00	0.00	0.00	0.00	12,885.20
500 Culture and Recreation:						
510 Culture:						
511 Public Library					0.00	0.00
512 Historical Museum					0.00	0.00
513 County Monuments					0.00	0.00
514 Historical Sites					0.00	0.00
515 Memorial Day Expense					0.00	0.00
516 Arts					0.00	0.00
519 Other					0.00	0.00

OGLALA LAKOTA COUNTY
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - MODIFIED CASH BASIS
GOVERNMENTAL FUNDS
For the Year Ended December 31, 2023

	General Fund	Road and Bridge Fund	Fund	Fund	Other Governmental Funds	Total Governmental Funds
520 Recreation:						
521 Recreational Programs					0.00	0.00
522 Parks					0.00	0.00
523 Exhibition Building					0.00	0.00
524 County Fair					0.00	0.00
525 Senior Center					0.00	0.00
529 Other					0.00	0.00
Total Culture and Recreation	0.00	0.00	0.00	0.00	0.00	0.00
600 Conservation of Natural Resources:						
610 Soil Conservation:						
611 County Extension					0.00	0.00
612 Soil Conservation Districts	2,500.00				0.00	2,500.00
613 Rodent Control					0.00	0.00
614 Predator Control Districts					0.00	0.00
615 Weed and Pest Control	1,170.00				0.00	1,170.00
616 Grasshopper and Pest Control					0.00	0.00
619 Other					0.00	0.00
620 Water Conservation:						
621 Geological Survey					0.00	0.00
622 Weather Modification					0.00	0.00
623 Water Conservation Districts					0.00	0.00
624 Drainage Commissions					0.00	0.00
629 Other					0.00	0.00
Total Conservation of Natural Resources	3,670.00	0.00	0.00	0.00	0.00	3,670.00
700 Urban and Economic Development:						
710 Urban Development:						
711 Planning and Zoning					0.00	0.00
712 Urban and Rural Development					0.00	0.00
719 Other					0.00	0.00
720 Economic Development:						
721 Tourism, Industrial or Recreational Development					0.00	0.00
729 Other					0.00	0.00
Total Urban and Economic Development	0.00	0.00	0.00	0.00	0.00	0.00
750 Intergovernmental Expenditures					0.00	0.00
800 Debt Service					0.00	0.00
850 Payments to Local Education Agencies					0.00	0.00
890 Capital Outlay					0.00	0.00

OGLALA LAKOTA COUNTY
 STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES - MODIFIED CASH BASIS
 GOVERNMENTAL FUNDS

For the Year Ended December 31, 2023

	General Fund	Road and Bridge Fund	Fund	Fund	Fund	Other Governmental Funds	Total Governmental Funds
Total Expenditures	633,534.77	1,085,188.96	0.00	0.00	0.00	8,704.86	1,727,428.59
Excess of Revenues Over (Under) Expenditures	79,815.48	(132,881.61)	0.00	0.00	0.00	1,898.85	(51,167.28)
Other Financing Sources (Uses):							
371 Transfers In						0.00	0.00
911 Transfers Out						0.00	0.00
372 Long-Term Debt Issued						0.00	0.00
373 Insurance Proceeds						0.00	0.00
374 Sale of County Property						0.00	0.00
912 Payments to Refunded Debt Escrow Agent						0.00	0.00
915 Discount on Bonds Issued						0.00	0.00
Total Other Financing Sources (Uses)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(913) 376 Special Items						0.00	0.00
(914) 375 Extraordinary Items						0.00	0.00
Net Change in Fund Balances	79,815.48	(132,881.61)	0.00	0.00	0.00	1,898.85	(51,167.28)
Fund Balance - Beginning	2,391,512.92	2,707,638.08				81,372.28	5,180,523.28
Adjustments:						0.00	0.00
Adjusted Fund Balance - Beginning	2,391,512.92	2,707,638.08	0.00	0.00	0.00	81,372.28	5,180,523.28
FUND BALANCE - ENDING	2,471,328.40	2,574,756.47	0.00	0.00	0.00	83,271.13	5,129,356.00
Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

The notes to the financial statements are an integral part of this statement.

AUDITOR'S COLLECTED AND UNCOLLECTED TAX REPORT - SDCL 10-1-17

OGLALA LAKOTA COUNTY

Statement in typewritten form, showing taxes levied and added, collected and abated, and uncollected for state, county, school, municipalities, townships and other entities covering one year period (taxes levied in 2022, collected in 2023). Show the percentage of tax collected and abated, also the percentage remaining uncollected as of December 31, 2023.

	TOTAL LEVIED & ADDED	COLLECTED & ABATED	%	UNPAID TAXES	%
County Taxes (lines Z of PT 76)	322,609.03				
Secondary Road Taxes (line 2-10 of PT76)		314,439.54	97%	8,169.49	3%
Fire Fighting Purposes (34-31-3) (line 2-11 of PT76)					
Railroad Authority (49-17A-22,23) (line 2-12 of PT76)					
Airport Authority (*50-5A-24,25) (line 2-13 of PT76)					
School Taxes (line 2-14 of PT76)	382,557.57	370,186.68	97%	12,370.89	3%
Civil Township Taxes (lines 2-15 of PT76)					
Cities and Town Taxes (line 2-16 of PT76)	2,816.97	2,515.62	89%	301.35	3%
Sub-District Conservancy District (line 2-17 of PT76)					
Rural Fire Protection Districts-SDCL 34-31A-21) (line 2-18 of PT76)					
Other Entity Tax: (line 2-20 of PT 76) (line 2-20 of PT 76) (Please specify Taxing District Name)					
1)					
2)					
3)					
4)					
5)					
6)					
7)					
8)					
SUMMARY OF ALL GENERAL TAXES (Total of all above categories must equal "A" of PT76)	707,983.57	687,141.84	97%	20,841.73	3%
SPECIAL TAXES:					
Telephone Outside Corporate Limits (line 2-9 of PT 76) (line 2-9 of PT 76)					
Special Assessments - list separately on back of form (line 2-19 of PT 76)					
TOTAL SPECIAL TAXES					
TOTAL REAL PROPERTY TAXES General + Spec. Taxes (must equal "B" & "G" of PT 76)					