

THURSDAY

OGDALA LAKOTA COUNTY
HWY-DEPT REPORT

DATE: 12-9-2025 - 1-6-2026

DATE	EQUIPMENT	WORK PERFORMED	PERSON MAKING REPAIR
12-9-25	Ford 17	Chained oil	Lynx
12-15-25	BL06	Chained cutting edges	SAM, Kelly, Dorcen
12-5-2026	BL07	Chained cutting edges	SAM, Kelly
12-6-2026	BL06	Replaced side cab window	SAM, Kelly, Lynx

HWY-DEPT REPORT

12-9-25 - 1-6-2026

Blading Roads

[illegible]



Robert "Joe" Herman 2023 -2026 Term



Oglala Lakota County

Law Enforcement Operations Manual



State of South Dakota
Unified Judicial System
Office of the State Court Administrator

Telephone: (605) 773-3474
FAX: (605) 773-5627

500 East Capitol Avenue
Pierre, SD 57501-5070

October 20, 2025

Liz Hassett
Circuit Court Administrator 7th Circuit
PO Box 230
Rapid City, SD 57709

Dear Liz:

I'm pleased to inform you that your application for the Court Security Grant Program has been approved. Your county is being awarded the 75% match on the requested court security project outlined in your grant application.

If your project involves video surveillance, electronic door locks or panic alarms please share a copy of the attached Video Surveillance Guidelines (Appendix A) and the Video Surveillance System Questions with your vendors prior to installation. If there are issues with any of the items, please contact the Circuit Court Administrator in your area.

Grant funds will be disbursed by the State Court Administrator's Office after submission of the Security Grant Implementation and Certification report detailing completion of the project and a paid invoice. The Security Grant Implementation and Certification Form is attached as Appendix D.

Please email the applicable forms to: scott.sheldon@ujs.state.sd.us upon completion of the project.

We appreciate your interest in and commitment to improving the safety of court facilities for the people who work in them, and the public that uses them.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Gregory L. Sattizahn", with a long horizontal line extending to the right.

Gregory L. Sattizahn
State Court Administrator

Cc: Circuit Administrator

Enclosure

The mission of the State Court Administrator's Office is to improve the Unified Judicial System through leadership and service to the courts and other justice system stakeholders.

COMBINED ELECTION AGREEMENT

This agreement is entered between Oglala Lakota County and Oglala Lakota County School District 65-1; both political subdivisions of the State of South Dakota, for conducting a combined election as provided under the provisions of SDCL 9-13-37, 13-7-10.3 and 12-2-5.

EFFECTIVE DATE: This agreement shall become effective on the date that all parties have signed the agreement.

PURPOSE: It is the purpose of this agreement for the parties to conduct their individually required elections in one combined election. The combined election will be held on June 2nd 2026, which is the date of the regular primary election. Elections are being combined to save tax dollars on the cost of individually conducted elections and to encourage a better voter turnout for all entities.

COST SHARING: The parties to this agreement shall share the costs of the combined election as set forth herein.

Oglala Lakota County and Oglala Lakota County School District 65-1 will each publish the Notice of Vacancy for positions to be filled.

The School Business Manager will be responsible for the petition process of the School District's election and will certify the names of the candidates to be listed on the ballot to the County Auditor by 12:00 PM on March 31st 2026.

The cost for the Oglala Lakota County School District 65-1 for the combined election will be determined after the election takes place and the District will be sent an invoice for its share of the costs. These costs include joint legal notices, election worker salaries, election materials such as ballots, poll books, programming costs and all other related expenses.

If the Oglala Lakota County School District 65-1 is not required to have an election, the only cost to be paid by each entity will be the Notice of Vacancy publication.

Oglala Lakota County will pay all costs associated with the election and the school agrees to reimburse the county for their share of the costs as determined in this agreement.

ABSENTEE BALLOTS: Absentee ballots shall be available at the office of the county auditor and at the Sacred Heart Church early vote site for voters who wish to vote absentee.

CANVASSING OF THE VOTE: Each entity shall canvass the votes of their election at their next meeting. Poll books will be opened by the county canvass board, canvassed, resealed and passed on to the school, which will canvass, reseal and pass to the next canvass board.

The Oglala Lakota County Auditor and the School Business Manager are hereby empowered and directed to cooperate in any manner that will accomplish the purpose and intent of this agreement to facilitate this election in the most efficient and economical manner.

ATTEST:

County Auditor, Oglala Lakota County
Date: _____

Chairman, Oglala Lakota County Commission

Business Manager, School District 65-1
Date: _____

President, Oglala Lakota School District 65-1

HB 1057 Indigent Legal Services
 11.7% of state wide expenses

County	Court-Appointed Attorney & Public Defender Offices Gross Expenditures	Abused & Neglected Children Gross Expenditures		Total Gross Expenditures	Total Funds Allocated
Aurora	\$19,157.32	\$7,690.25	\$26,847.57	\$3,144.95	
Beadle	\$290,101.43	\$15,076.40	\$305,177.83	\$35,748.83	
Bennett	\$140,395.96	\$0	\$140,395.96	\$16,446.12	
Bon Homme	\$113,582.48	\$4,305.13	\$117,887.61	\$13,809.47	
Brookings	\$530,822.09	\$37,375.10	\$568,197.19	\$66,559.17	
Brown	\$791,575.76	\$27,215.14	\$818,790.90	\$95,913.96	
Brule	\$144,855.41	\$27,781.16	\$172,636.57	\$20,222.82	
Buffalo	\$21,059.53	\$0	\$21,059.53	\$2,466.93	
Butte	\$242,968.83	\$14,639.97	\$257,608.80	\$30,176.55	
Campbell	\$19,285.44	\$0	\$19,285.44	\$2,259.12	
Charles Mix	\$310,128.69	\$48,761.63	\$358,890.32	\$42,040.76	
Clark	\$31,487.44	\$0	\$31,487.44	\$3,688.47	
Clay	\$182,086.52	\$4,029.00	\$186,115.52	\$21,801.75	
Codington	\$1,120,073.00	\$0	\$1,120,073.00	\$131,206.44	
Corson	\$46,743.12	\$518.94	\$47,262.06	\$5,536.32	
Custer	\$107,208.55	\$5,684.40	\$112,892.95	\$13,224.39	
Davison	\$504,297.13	\$7,868.47	\$512,165.60	\$59,995.58	
Day	\$98,661.45	\$500.00	\$99,161.45	\$11,615.87	
Deuel	\$21,167.34	\$0	\$21,167.34	\$2,479.56	
Dewey	\$8,100.28	\$0	\$8,100.28	\$948.87	
Douglas	\$16,839.90	\$0	\$16,839.90	\$1,972.64	
Edmunds	\$14,262.89	\$0	\$14,262.89	\$1,670.77	
Fall River	\$284,010.07	\$21,562.81	\$305,572.88	\$35,795.10	
Faulk	\$8,968.20	\$0	\$8,968.20	\$1,050.54	
Grant	\$65,948.39	\$7,586.15	\$73,534.54	\$8,613.91	
Gregory	\$72,286.73	\$0	\$72,286.73	\$8,467.74	
Haakon	\$22,609.73	\$0	\$22,609.73	\$2,648.53	
Hamlin	\$48,668.43	\$0	\$48,668.43	\$5,701.07	

Hand	\$17,362.10	\$849.40	\$18,211.50	\$2,133.31
Hanson	\$60,133.00	\$0	\$60,133.00	\$7,044.04
Harding	\$2,623.07	\$0	\$2,623.07	\$307.27
Hughes	\$793,171.77	\$26,257.15	\$819,428.92	\$95,988.70
Hutchinson	\$45,722.96	\$256.80	\$45,979.76	\$5,386.11
Hyde	\$6,475.05	\$0	\$6,475.05	\$758.49
Jackson	\$80,998.38	\$4,843.53	\$85,841.91	\$10,055.60
Jerault	\$14,012.38	\$1,719.26	\$15,731.64	\$1,842.82
Jones	\$36,610.08	\$0	\$36,610.08	\$4,288.54
Kingsbury	\$13,298.07	\$0	\$13,298.07	\$1,557.75
Lake	\$263,670.06	\$18,731.08	\$282,401.14	\$33,080.74
Lawrence	\$581,484.85	\$44,412.29	\$625,897.14	\$73,318.20
Lincoln	\$1,476,865.58	\$53,118.80	\$1,529,984.38	\$179,223.86
Lyman	\$79,288.36	\$0	\$79,288.36	\$9,287.92
Marshall	\$66,725.04	\$5,277.20	\$72,002.24	\$8,434.41
McCook	\$185,792.64	\$15,592.66	\$201,385.30	\$23,590.47
McPherson	\$13,224.28	\$0	\$13,224.28	\$1,549.11
Meade	\$525,339.76	\$20,288.11	\$545,627.87	\$63,915.38
Mellette	\$73,588.43	\$0	\$73,588.43	\$8,620.22
Miner	\$16,846.80	\$833.50	\$17,680.30	\$2,071.09
Minnehaha	\$7,237,860.72	\$483,683.74	\$7,721,544.46	\$904,509.21
Moody	\$174,044.89	\$11,472.31	\$185,517.20	\$21,731.67
Oglala Lakota	\$3,145.84	\$0	\$3,145.84	\$368.51
Pennington	\$5,467,690.65	\$461,394.00	\$5,929,084.65	\$694,538.73
Perkins	\$24,319.99	\$651.10	\$24,971.09	\$2,925.14
Potter	\$17,641.57	\$0	\$17,641.57	\$2,066.55
Roberts	\$459,563.01	\$0	\$459,563.01	\$53,833.66
Sanborn	\$19,851.55	\$0	\$19,851.55	\$2,325.43
Spink	\$83,600.25	\$12,222.77	\$95,823.02	\$11,224.80
Stanley	\$99,652.08	\$0	\$99,652.08	\$11,673.34
Sully	\$10,772.63	\$6,800.51	\$17,573.14	\$2,058.53
Todd	\$4,281.19	\$0	\$4,281.19	\$501.50
Tripp	\$53,603.97	\$1,346.79	\$54,950.76	\$6,436.99

Turner	\$125,783.02	\$0	\$125,783.02	\$14,734.35
Union	\$250,293.26	\$0	\$250,293.26	\$29,319.60
Walworth	\$83,211.81	\$22,897.42	\$106,109.23	\$12,429.74
Yankton	\$410,137.06	\$20,109.19	\$430,246.25	\$50,399.46
Ziebach	\$10,777.88	\$0	\$10,777.88	\$1,262.53
Totals	\$24,166,816.14	\$1,443,352.16	\$25,610,168.30	\$3,000,000.00



FALL RIVER & OGLALA LAKOTA COUNTY TREASURER

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

DATE: January 4, 2026
TO: Oglala Lakota County Commissioners
FROM: Teresa Pullen, Treasurer
RE: Designation of Banks - 2026

Pursuant to SDCL § 7-20-13, I request the Board of Commissioners to designate First Interstate Bank as the primary active depository for Oglala Lakota County. Please be advised we may utilize other financial institutions for short-term investments throughout the year.

SDCL § 7-20-13. Selection of active depositories.

In selecting depositories for the deposit of county funds, the board of county commissioners may designate one or more banks within the county as active depositories for the deposit and withdrawal, by the county treasurer, of daily receipts of cash, checks, drafts, and other cash items.

Source: SL 1927, ch 80, § 1; SDC 1939, § 12.0819.



FALL RIVER & OGLALA LAKOTA COUNTY TREASURER

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

DATE: January 4, 2026
TO: Oglala Lakota County Commissioners
FROM: Teresa Pullen, Treasurer
RE: Public Liability Report - 2026

Commissioners – Please be advised I have checked the South Dakota Legislative Audit's website and found all the banks the County is currently doing business with have all pledged the proper amount of collateral. These reports are updated quarterly and should any bank fall below the collateralized amount according to law. Oglala Lakota County will cease to do business with them until which time they meet the necessary requirements by South Dakota Law. This is in accordance with SDCL § 4-6A-3.

SDCL § 4-6A-3. Segregation of collateral by public depository--Value--Deposit and designation--Letters of credit and surety bonds.

Every qualified public depository shall at all times maintain, segregated from its other assets, eligible collateral having a value at least equal to its maximum liability under this chapter. Such collateral shall be segregated by deposit in such manner as the commission approves. The collateral shall be clearly designated as security for the benefit of public depositors under this chapter and shall be pledged as collateral for those public deposit accounts which exceed deposit insurance. Irrevocable standby letters of credit or surety bonds shall be segregated or issued in such manner as the commission approves.

Source: SL 1974, ch 39, § 6; SL 1982, ch 45, § 1A; SL 1986, ch 44, § 2; SL 1986, ch 45 § 3; SL 1987, ch 45 § 2; SL 1997, ch 273 § 3.



FALL RIVER & OGLALA LAKOTA COUNTY TREASURER

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

DATE: January 4, 2026
TO: Oglala Lakota County Commissioners
FROM: Teresa Pullen, Treasurer
RE: Distress Warrant for Delinquent Mobile Home/Building on Leased Site Taxes

11 Distress Warrants for delinquent taxes on mobile homes or buildings on leased sites have been forwarded to the Oglala Lakota County Sheriff's Office for collection, totaling approximately **\$16,440.17**.

SDCL § 10-22-8. Distress warrant against person for delinquent mobile home taxes or taxes on building on leased site.

The treasurer may issue a distress warrant against any person whose mobile home taxes or taxes on a building on a leased site are delinquent at any time. The treasurer shall issue a distress warrant against any person whose mobile home taxes or taxes on a building on a leased site are delinquent when requested by any county commissioner or sheriff of the county.

Source: SL 1945, ch 326, § 6; SDC Supp 1960, § 57.1014-1 (5); SL 1992, ch 80, § 180; SL 2018, ch 63, § 38.

SDCL § 10-22-10. Delivery of distress warrant to sheriff--Collection of tax by seizure of property.

The treasurer shall issue and deliver the distress warrant to the sheriff. The distress warrant constitutes the sheriff's authority and the sheriff shall immediately proceed to execute the distress warrant. The sheriff shall collect the tax by seizure of personal property of the person in an amount sufficient to pay the tax, with accrued penalty and interest, if any, and all accruing costs.

Source: SL 1915, ch 296 § 5; RC 1919, § 6775; SDC 1939, § 57.1016; SL 2018, ch 63, § 40.



FALL RIVER & OGLALA LAKOTA COUNTY TREASURER

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

DATE: January 4, 2026
TO: Oglala Lakota County Commissioners
FROM: Teresa Pullen, Treasurer
RE: Tax Certificates issued for Delinquent Real Property Taxes

I would like to report to you that I am currently working on **42** tax certificates involving properties with delinquent real property taxes that are more than three years past the certificate date, representing the 2021 assessment year payable in 2022 and prior years.

Of the 42 certificates, 17 parcels will be taken by tax deed in February 2026.

The approximate total amount owed for delinquent taxes, interest, and associated fees related to these certificates is \$176,820.99 (\$68,989.99 initial tax, \$107,256.44 interest & fees)

I am also working with approximately 5 property owners (3 of which are on the payment plan) who have tax certificates on their properties to allow them to bring their taxes current before tax deed proceedings begin and before additional fees are incurred once the tax deed proceedings start.

My goal is to resolve the remaining tax certificates in 2026. This is a huge goal as many of these parcels have taxes that date back to 1985 with certificates dating back to 2004.

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
_____ OGLALA LAKOTA COUNTY (“Owner”) and _____ LONGBRANCH CIVIL ENGINEERING,
INC. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

BOUNDARY SURVEY AND PLATTING FOR LAND BEING PURCHASED BY OGLALA LAKOTA COUNTY, LOCATED IN THE E ½ OF THE NE ¼ OF SECTION 3, T35N, R43W, 6TH P.M. LESS LOT H2 & RIGHT OF WAY.

Engineer's Services under this Agreement are generally identified as follows:

See Exhibit A for full scope of engineering services

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the

assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.

- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings.

This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.
3. The total compensation for services and reimbursable expenses is estimated to be \$5,000.00, plus Applicable Tax @ 6.2% or \$310.00.

7.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: _____

Title: _____

Date Signed: _____

Owner: _____

Title: _____

Signed _____

Address for giving notices:

Oglala Lakota County

906 N. River St.

Hot Springs, SD 57747

ENGINEER:

By: Kale R. McNaboe

Title: Kale R. McNaboe, President

Date Signed: 12/30/2025

Engineer License or Firm's Certificate

Number: 7198

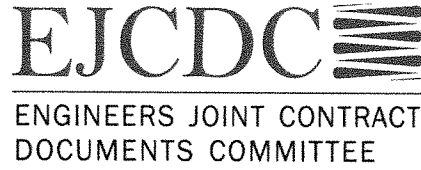
State of: South Dakota

Address for giving notices:

Longbranch Civil Engineering, Inc.

1220 E Minnesota Street

Rapid City, SD 57701



This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated _____, ____.

Engineer's Standard Hourly Rates

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 7.01 and 7.02, and are subject to annual review and adjustment.

B. *Schedule of Hourly Rates:*

**EXHIBIT C
EFFECTIVE LABOR RATES**

LONGBRANCH CIVIL ENGINEERING, INC. HOURLY RATES AND REIMBURSABLE COSTS 2024-2025	
Senior Engineer, P.E.	\$150.00 / hr.
Staff Engineer, P.E.	\$120.00 / hr.
Staff Engineer, E.I.T.	\$100.00 / hr.
Land Surveyor, L.S.	\$120.00 / hr.
Survey Technician (Field Crew Chief)	\$85.00 / hr.
Survey Technician (Field Survey Crew)	\$75.00 / hr.
Engineer's On-Site Representative	\$85.00 / hr.
CAD Technician	\$90.00 / hr.
Mileage	\$0.60 / mi.
Plans Reproduction	1.0 x Cost

This is **Exhibit A, Engineer's Full Scope of Services**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated 12/30/2025,

Engineer's Full Scope of Services

C. *Scope of Services: LAND SURVEYING AND PLATTING*

T Lot G of Lot 2 of RDO Subdivision:

- a. Property Research (Recorded Plats, Easements, Misc. Documents, etc.).
- b. Boundary Survey and plat of agreed dimensions provided by the County Auditor, and register of deeds.
- c. Prepare Mylar for County submittal and recording.

D *Items Not Included:*

1. Submittal Fees paid to Governmental and/or Non-Governmental Agencies.
2. Traffic Studies
3. Construction Staking
4. Geotechnical Analysis and Testing including Slope Stability Studies
5. Environmental Analysis and Testing
6. Building Design, Foundation Design, Electrical Design, Mechanical Design
7. Off-Site Design of infrastructure not included within the boundary of this Property.

EXHIBIT #1

PROJECT LOCATION EXHIBIT

