

ONGLALA LAKOTA COUNTY UNAPPROVED MINUTES OF FEBRUARY 12, 2026

The Oglala Lakota Board of County Commissioners met in regular session on February 12, 2026. Present: Allyssa Comer, Art Hopkins, Wendell Yellow Bull Ramon Bear Runner and Sue Ganje, Auditor. Anna Takes the Shield (Dubray) was absent.

The meeting was called to order at 1:16 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 Bear Runner, to approve the agenda as written.

Motion made by Yellow Bull, seconded by Bear Runner, to approve January 22nd, 2026, meeting minutes.

Lynx Bettelyoun, Highway Superintendent, met with the board. Motion made by Yellow Bull, seconded by Hopkins, to accept the monthly report for January 2026.

Motion made by Yellow Bull, seconded by Hopkins, to approve moving the D-Ware software agreement to a future meeting so the States Attorney can review it.

Motion made by Yellow Bull, seconded by Hopkins, to approve travel for Lynx Bettelyoun to attend the 2026 SDACHS Short Course in Deadwood SD on the dates of March 17-19, 2026.

Motion made by Yellow Bull, to approve the quote from fence from Fence Busters in the amount of \$48,386.00 for fencing materials. With no second, motion failed.

Motion made by Yellow Bull, seconded by Hopkins, to have Bettelyoun solicit another quote and bring both back to a special meeting on February 17th for a decision.

Jerlene Arredondo, Veterans Service Officer, met with the board. Motion made by Bear Runner, seconded by Hopkins, to approve VSO Monthly reports for the months of November and December 2025 and January 2026.

Arredondo's updates included a new requirement for doing monthly training online, which she is doing. She also advised of a new annual GDX – a report to include the annual dollars per category issued for pensions, benefits, compensations, burial insurance, etc., that the Veterans in county receive. She will bring that to the next meeting on February 26, 2026. Brief discussion was held on a transport situation.

Motion made by Bear Runner, seconded by Hopkins, to table Sheriff items to the end of meeting.

The time being 1:30 p.m., the Private Road Hearing was conducted. Motion made by Bear Runner, seconded by Hopkins to continue approving private road work for residents at the county equipment hourly rate per hour as follows: Motor Grader - \$100.00; Dump Truck - \$80.00 per

hour; Loader -\$80.00; Semi/Belly Dump – 145.00; Mower Tractor - \$70.00 and Water Truck - \$80.00.

Melody Engebretson, Register of Deeds, (presenting for Jeffrey Janis, Longbranch Civil Engineering) met with the board.

Motion made by Bear Runner, seconded by Hopkins, to approve the following plat:

OGLALA LAKOTA COUNTY RESOLUTION #2026-04

**A PLAT OF LOT LYNX TRACT, LOCATED IN THE NE1/4 OF SECTION 3, T35N,
R43W, 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 12th day of February, 2026.

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

ATTEST:

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

Sue Ganje, County Auditor, met with the Board. Motion made by Bear Runner, seconded by Hopkins, to approve the 2026 Combined Election Agreements between Oglala Lakota County and Oglala Lakota County School District #65-1; Election rental agreements with the Holy Rosary Mission Churches – Sacred Heart (Pine Ridge) for Early voting on April 19 – Jun 1, 2026 and for Early Voting on September 17- November 2, 2026, and June 2 and November 3, 2026. FR Pauly Hall for June 2 and November 3, 2026. Also, Brother Rene for June 2 and November 3, 2026. Also, Wounded Knee District School for June 2 and November 3, 2026.

Motion made by Yellow Bull, seconded by Hopkins, to approve the following abatements and/or refunds:

Reitz, Bernard & Carol, Re: Missed the sale to an Exempt Entity - Parcel #80000-00000-009-99, abatements for '22 pay '23, amt of \$332.40; 'abatement for 23 pay '24, amount of \$372.34; '24 pay '25, amt of \$422.30 and '25 pay '26, amount of \$422.54,

Kelly, Benjamine, Re: Missed Tax Reduction program - Parcel #13000-03645-052-00, abatement for '23 pay '24, amt of \$1,034.76.

Native American Mission Fund Ministries, Re: Tax Exempt not updated in the system - Parcel #09000-03641-304-20, refund for '23 pay '24, amt of \$7,712.97, refund for '24 pay '25, amt of \$6,995.84 and abatement for '25 pay '26, amt of \$6,559.74.

Treaty Total Immersion Education Endowment Fund, Inc, Re: Tax Exempt not updated in system - Parcel #26000-03842-302-20,'23 pay '24, refund of \$1,227.30; '24 pay '25, refund of \$1167.78 and '25 pay '26, abatement in the amount of \$1,170.96.

SD District Council of the Assemblies of God, Re: Tax Exempt not updated in the system - Parcel #22000-03746-104-40, '23 pay '24, refund of \$560.40, '24 pay '25, refund of \$586.13, '25 pay '26, refund in of \$607.18.

Sweeney, Kirby, Re: Mh moved out of county in '23 - Parcel # 90000-02016-000-20, '25 pay '26, abatement in the amount of \$1,273.14.

Bear Runner left meeting at 2:45 p.m.

Teresa Pullen, County Treasurer, met with the board.

Motion made by Yellow Bull, seconded by Hopkins, to reinstate delinquent payment plan for Travis Loafer, payments of \$250.00 a month.

Hopkins spoke about increasing the monthly stipend.

Motion made by Hopkins, seconded by Yellow Bull to increase the stipend for attendance from \$50.00 per meeting to \$150.00 per meeting.

Hopkins expressed concern regarding paying \$3,000.00 on the Badlands Conservative District.

Motion made by Hopkins, seconded by Yellow Bull, for Yellow Bull to speak with the Badlands Conservation District regarding services provided in Oglala Lakota County.

Motion made by Hopkins, seconded by Yellow Bull, to determine what is needed for the Sheriff to run Pistol Permits.

Motion made by Yellow Bull, seconded by Hopkins, to submit a letter to the Land Committee to speak about changing the speed limit on County Road 16, aka BIA 17.

Motion made by Yellow Bull, seconded by Hopkins, for Takes the Shield to go to the Uranium meeting (Change of Venue) in Pierre on the 19th of February at 10:00 a.m. central time.

Motion made by Yellow Bull, seconded by Hopkins, to accept the SDPAA agreement.

Motion made by Yellow Bull, seconded by Hopkins, to have States Attorney to present the open meeting laws on the 2/26 meeting.

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

GENERAL FUND		
ARREDONDO, JERLENE	VSO TO/FROM MEETING	\$70.00
AT&T MOBILITY	WIRELESS PHONE SERVICES	\$204.00
AUDRA HILL CONSULTING	MENTAL HEALTH CONSULT	\$504.30
BEAR RUNNER, RAMON	COMM TO/FROM MEETING	\$91.00
CLINICAL LABORATORY OF	AUTOPSY SERVICES	\$11,548.00
HOLY ROSARY MISSION CH	ELECTION VENUE RENTALS	\$3,515.00
HOPKINS, ARTHUR L	COMM TO/FROM MEETING	\$148.40
LAKOTA TIMES	PUBLICATION COSTS	\$138.24
LYNN'S DAKOTA MART	COMMISSION MEETING SNACKS	\$26.45
\$2.79 MED CHEESE, \$3.99 24PK PURIFIED WATER, \$8.99 VEG TRAY, \$5.19 FIESTA FRESH SALSA, \$5.49 CHOC CHIP COOKIES		
MASTEL, BRUCE	MONTHLY HOST DATABASE	\$35.00
MASTERCARD	CREDIT CARD TRANSACTIONS	\$347.76
Gen \$365.50 COMFORT INN/HOPKINS 12/18-20, \$43.72 PIZZA HUT/COMM MTG FOOD, \$18.99 ROD AMAZON WIRELESS MOUSE, \$96.76 SHERIFF TAKE 5 OIL CHANGE, \$24.28		
NATIVE SUN NEWS	ANNUAL SUB & PUBLICATIONS	\$318.38
QUADIENT FINANCE USA, INC	METERED POSTAGE	\$198.69
PAYLOCITY	PAYROLL PLATFORM	\$468.01
PENNINGTON COUNTY JAIL	INMATE HOUSING	\$110.00
RAMKOTA HOTEL	WORKSHOP LODGING	\$151.00
SD ASSN OF CO OFFICIALS	2026 COUNTY WEBSITE	\$150.00
SDACHS	SHORT CS REG/2026 DUES	\$200.00
BADLANDS CONSERVATION	ANNUAL BUDGET ALLOTMENT	\$3,000.00
SD DEPT OF REVENUE	JANUARY 2026 REMITTANCE	\$120.00
SOFTWARE SERVICES	ACCOUNTING SOFTWARE	\$443.76
TYLER TECHNOLOGIES	VSO ANNUAL VETRASPEC	\$475.94
AKICITA LAKOTA VETERANS	FEBRUARY 2026 RENT/VSO	\$100.00
YELLOW BULL, WENDELL	COMM TO/FROM MEETING	\$91.00

COMER, ALLYSSA	COMM TO/FROM MEETING	\$134.40
COMMISSION	WAGES & BENEFITS	\$3,476.79
ST ATTY	WAGES & BENEFITS	\$568.26
VET'S	WAGES & BENEFITS	\$1,882.96
SHERIFF	WAGES & BENEFITS	\$5,496.18
CORONER	WAGES & BENEFITS	\$1,721.67
	TOTAL FOR GENERAL FUND	\$35,735.19
COUNTY ROAD & BRIDGE FUND		
AT&T MOBILITY	WIRELESS PHONE SERVICES	\$96.05
BOMGAARS SUPPLY	SUPPLIES	\$1,347.43
\$549.99 INV 46768160 TANK TRANS NARROW, \$24.99 " " UTILITY JUG, \$24.99 " " UTILITY JUG, \$114.99 " " BATTERY, \$7.49 " " CORE EXCHANGE FEE, \$64.99 " " PTO PIN, \$559.99 " " FUEL PUMP		
BOOT BARN INC.	CLOTHING ALLOWANCE	\$2,915.61
<p>Kelly Ferguson: \$166.49 220169 6CT RU, \$10.79 " WHT, \$10.79 " ", \$26.95 " HAWX GRO, \$31.49 " BLK MIDWE, \$35.99 " BLK MIDWEI, \$58.49 " REG FIT JEANS, \$58.49 " " ", \$62.99 " YL HOODIE, \$58.49 " REG FIT JEANS, \$46.79 " BLUE PRE WASHED JEANS; Audrey Martinez: \$55.79 220171 MID NEWT, \$67.49 " ZIP SWTSH, \$26.99 " L/S LOG TEE, \$22.49 " SS PKT T, \$17.99 " SS PKT TEE, \$17.99 " SS PKT TEE, \$44.95 " RUST ARIAT, \$49.49 " BLU COWBOY, \$53.99 " SLIM FIT JEANS, \$67.45 " WMS REAL PE, \$67.49 " RETRO MAE, \$67.49 " VINT MDW HIR, \$58.49 " LOGO HOODIE, -\$18.09" CASH PD BY MARTINEZ; Sam White Face: \$10.79 220170 M BRN HEAVYWE, \$10.79 " M BRN HEAVYWE, \$14.39 " M GRY MIDWEIGHT, \$16.19 " MWHT MIDWEIGHT, \$44.99 " BLK MIDWEIGHT, \$26.99 " YL SS TEE, \$26.99 " YL SS TEE, \$116.99 " DKB OC293 MS, \$46.79 " BLU PRE WASHED JEANS, \$35.99 " BLU COWBOY C, \$35.99 " BLU COWBOY C, \$57.49 " 2 ENFORCER BROWN, \$56.69 " MAVVS PCC COOL, \$49.79 " BLU PRE WASHED JEANS; Doreen Ferguson: \$40.49 210567 MDW DNM WS, \$31.49 " YL LS TEE, \$40.49 " BLU WRANGLER, \$62.99 " DKW HRISE, \$62.99 " DKW MID RISE, \$134.99 " TROOPER, \$17.99 " 211 W LSEFIT, \$17.99 " RD3 W LSEFIT, \$62.99 211256 DKW HRISE, \$67.49 " SADIE HEAV, \$67.49 " RETRO MAE, \$12.27 " TAX, -\$19.66 " CA PD BY D FERGUSON; Lynx Bettelyoun: \$166.49 220168 LTT 6 CT, \$16.19 " LP HVY DUTY, \$154.45 " MEN'S HIKER, \$26.95 " HAWX GRO, \$35.99 " BLK MIDWEIGHT, \$46.79 210566 PREW IND, \$116.95 " FR M7 DURAS, \$100.82 " BLK SHERPA, -\$67.63 " CA PD BY BETTELYOUN</p>		
BUTLER MACHINERY CO.	PARTS/SUPPLIES/LABOR	\$3,798.94

\$10.33 INV 06WO0230973 PLUG KIT-CON, \$394.31 " " SENSOR GP-PO, \$450.00 " " LABOR, \$37.72 " " 30W TRANS 1 GAL X 2, \$950.00 " " TRAVEL TO/FROM MACHINE, \$450.00 " " TRAV/TRBLSHOOT FAULT CODE, \$13.62 " " SOCKET X 6, \$93.60 INV 06PS0725234 CM SEAL-BULK, \$567.90 INV 06SS0005293 BIT, AUGER 9", \$831.46 INV 06PS0724969 BATTERY X 2		
CULLIGAN	BOTTLED WATER	\$13.90
BUCHE HARDWARE & LUMBER	SUPPLIES	\$477.88
\$9.18 INV 249899/1 MALE ADAPTER X 2, \$7.18 " " 90 DG ELBW GALV X 2, \$3.99 " " NIPPLE GALV, \$8.99 " " PIPE JOINT COMPOUND 4 OZ, \$359.00 " " DEEP CUT BAND SAW, \$16.99 INV 250896/1 WEDGE TOOL 12", \$24.99 " " IMPCT MGNTC DRV GD ST 6", \$19.99 " " DW SEMNT DIAMOND 4.5", \$6.59 " " STAPLE NM PLSTC 3/4" BG50, \$7.99 " " NIPPLE GALV, \$12.99 " " COUPLING GLV 2X2"		
GREAT PLAINS COMMUNICATIONS	TELEPHONE AND INTERNET	\$222.86
GREAT WESTERN TIRE INC.	RECAP/CASING TIRES	\$10,270.00
LACREEK ELECTRIC ASSOC	ELECTRICITY	\$543.62
MARTIN AUTO PARTS	SUPPLIES/PARTS/TOOLS	\$695.27
\$5.41 INV 202066294 1/4 20 TAP #7, \$8.21 " " 5/16 18 TAP F DRILL, \$4.25 " " GRADE 8 BOLT, \$112.40 INV 202066016 PROF BARREL X 2, \$247.50 " " 55 DEF, -\$35.00 " " CORE RETURN, \$160.00 INV 202066754 LABOR X 2, \$85.46 " " CHAIN PAIL 5/16X20, \$57.87 " " 5/16 CLEVIS SAFETY L X 3, \$18.50 " " SWIVEL SLIP HOOK, \$3.47 " " 3/8 IN GRADE 30 REP, \$27.20 " " SB 72 CT SCRUBS		
MASTERCARD	CREDIT CARD TRANSACTIONS	\$443.53
\$47.35 HINNS SEALER, \$3.10 " SALES TAX, \$156.00 COUNTRY INN/L BETTELYOUN, \$137.00 CHADRON MOTOR CO SIDEXSIDE IGN, \$30.53 " " SPECIAL HANDLING ING, \$64.59 SAM'S EPS T232, \$4.00 " SALES TAX		
MCI COMM SERVICE	LONG DISTANCE PHONE	\$55.53
MENARDS	SUPPLIES/TOOLS	\$235.61
\$10.17 INV 92665 POWERADE MT BLASTX2, \$10.17 " " POWERADE ORANGE X 2, \$10.17 " " POWERADE GRAPE X 2, \$10.17 " " POWERADE FRUIT PUNCH X 2, \$10.98 INV 93386 BLASTER PENETRANT X2, \$8.99 " " 6"X2" MARGIN TROWEL, \$174.96 " " PRO- RIB 96" WHITE X 6		
MODERN FARM EQUIPMENT CO.	REPAIRS	\$69.05
\$61.61 INV S27847 MIRROR PART, \$7.44 " " LABOR FOR MIRROR		
SDACHS	SHORT CS REG/2026 DUES	\$800.00
OL COUNTY TREASURER	T® VIN 1FTFW3LD3F	\$28.70
WESTCO	PROPANE AND FUEL	\$6,091.87
CRBR ADMIN	WAGES & BENEFITS	\$19,164.50

	TOTAL FOR COUNTY ROAD & BRIDGE FUND	\$118,740.73
	TOTAL FOR BILLS PAID BETWEEN 01/23 & 02/12/2026	\$154,475.92

There was no public comment.

Motion made by Yellow Bull, seconded by Hopkins, to adjourn the meeting at 3:35 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 SPECIAL UNAPPROVED MINUTES OF FEBRUARY 17TH 2026

The Oglala Lakota Board of County Commissioners met in special session at Fall River County Courthouse on February 17th, 2026. Present: Allyssa Comer, Ramon Bear Runner, Wendell Yellow Bull, Sue Ganje, County Auditor and Lynx Bettelyoun, Highway Superintendent (Via telephone). Art Hopkins and Anna Takes the Shield (Dubray) were absent.

The meeting was called to order at 1:13 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.

The following bids were presented for perimeter fencing materials for the newly platted Lynx Tract as follows; Skyler Livermont Contracting \$55,000.00; Fence Busters, LLC \$48,386.00.

Motion made by Bear Runner, seconded by Yellow Bull, to accept the lowest quote for fencing materials from Fence Busters LLC in the amount of \$55,000.00.

Discussion was held about possible hiring help to put fencing up if needed. Bettelyoun will notify the board if there is further assistance needed in this project. The fencing project will likely start sometime in May.

Motion made by Bear Runner, seconded by Yellow Bull, to adjourn the meeting at 1:17 p.m.

/s/ Allyssa Comer

Allyssa Comer, Chairwoman

Board of Oglala Lakota County Commissioners

ATTEST:

/S/ Sue Ganje

Sue Ganje, Auditor

Office of the Oglala Lakota County Auditor

January-26

Sue Ganje, Auditor
Stacy Schmidt, Deputy Auditor
906 North River Street
Hot Springs SD 57747
Phone 605-745-5130 email: sue.ganje@state.sd.us

DATE: February 25, 2026

TO: Oglala Lakota County Board of Commissioners

From: Stacy Schmidt, Deputy Auditor

Auditor's Account of the Treasurer

Per SDCL 7-10-3 Monthly verification of treasurer's accounts - Report to county commissioners

To the Oglala Lakota Board of Commissioners; I hereby submit the following report of my examination of the cash and cash items in the hands of the County Treasurer as of January 31, 2026

Total Balances of Checking/Savings Accounts	1,631,305.44
Total Outstanding Deposits	1,177.60
Schwab Treasury	3,153,715.45
NSF Checks:	
Deaton, Tyler	110.10
Total Treasurer's Change Fund	15.00
TOTAL	4,786,323.59

Audited By: Stacy Schmidt

Oglala Lakota Co Auditors Office



OGLALA LAKOTA COUNTY TREASURER

906 North River Street
Hot Springs, SD 57747
Phone: 605-745-5145 Fax: 605-745-3530
Teresa.pullen@olcounty.org

February 19, 2026

RE: Payment Plan Agreements for Delinquent Property Taxes

Dear Commissioners,

Please accept my apology for not attending today's Commissioners' Meeting, as I am currently out of town attending a family funeral.

The items I bring before you for consideration are two Property Tax Payment Plan Agreements. You may notice a change in the format of the agreements from those previously presented. Moving forward, I will be using two forms rather than one standardized form for owners and non-owners. The updated language for non-owners is more structured and clearly explains that individuals entering into an agreement to pay delinquent taxes acknowledge they obtain no legal ownership or property rights by making payments.

1. James Twiss – Payment Plan Request

James Twiss has requested approval to enter into a property tax payment plan for property previously owned by his family member, Hattie M. Clifford Twiss, who is deceased. After Ms. Twiss passed, other family members had been making payments but later discontinued them. Following outreach from my office, Mr. Twiss came forward and has expressed a willingness to bring the property taxes current.

Proposed payment: \$200.00 per month

Start date: March 2026

Current delinquent balance: \$6,318.92

2. Travis Loafer – Reinstatement of Payment Plan

The second request is for Travis Loafer, whose payment plan was previously discussed at our last commissioners meeting, and it was agreed the plan would be reinstated. Mr. Loafer has signed an updated agreement, and I am requesting only the Commission's signature for approval. Additionally, Mr. Loafer has completed a separate authorization allowing the Treasurer's Office to process a \$200.00 monthly credit/debit card payment in accordance with the agreement.

I will be at the next Commissioners Meeting in March and will also provide updates regarding properties currently in the tax deed process.

Thank you for your time and consideration.

Teresa Pullen

Treasurer - Oglala Lakota County



FALL RIVER & OGLALA LAKOTA COUNTY TREASURER

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

NON-OWNER REAL ESTATE TAX PAYMENT AGREEMENT

I, James Twiss, wish to enter into an agreement to make payments on delinquent real estate taxes on the following parcel(s):

Parcel Number: **52000-04144-25100** –Owner of record: **Hattie M. Twiss**

Beginning ^{Due by} 3/31/2026, I agree to pay **\$200.00** per month toward the delinquent real estate taxes on the above-referenced parcel(s). This amount shall be due and payable monthly. Additional payments may be made at any time.

Payments received will be applied toward the previous year(s) of delinquent taxes once adequate funds have been collected, except for the tax certificate year, which shall be applied last. Pursuant to South Dakota law, delinquent taxes shall continue to accrue interest at the rate of .833% per month on the base tax amount. This agreement does not stop interest from accruing.

I further agree to keep all subsequent real estate taxes current and paid in full when due each April and October. Failure to keep current taxes paid may result in termination of this agreement.

NO PROPERTY INTEREST OR OWNERSHIP RIGHTS

I fully understand and acknowledge that this Real Estate Tax Payment Agreement is strictly a voluntary payment arrangement for delinquent taxes only. By signing this agreement and making payments toward the above parcel(s), the County is not giving me any legal ownership, equitable interest, title, lien, possession rights, or any other legal claim to the property. Any monies paid under this agreement shall not be interpreted as granting me any rights to the real estate beyond those provided by South Dakota law.

DEFAULT

I understand and agree that if I default on this agreement, fail to make scheduled payments, or fail to keep current taxes paid, I may be removed from the payment plan. Upon default, the County may proceed with tax deed proceedings allowed under South Dakota law without further notice beyond statutory requirements.

Dated this 17 day of February, 2026.
Applicant's Signature

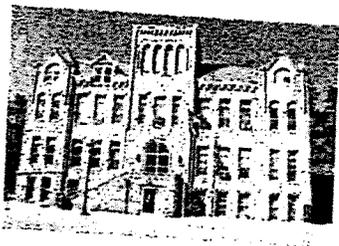
The Oglala Lakota County Treasurer's Office, by and through its Treasurer and the Oglala Lakota County Board of Commissioners, hereby acknowledge this Real Estate Tax Payment Agreement.

Dated this _____ day of _____, 2026.

Teresa Pullen Oglala Lakota County Treasurer

Oglala Lakota County Commissioner

Amount Delinquent as of February 17, 2026: \$6,318.92 (Does not include current year taxes)



OGLALA LAKOTA COUNTY TREASURER

906 North River Street
Hot Springs, SD 57747
Phone: 605-745-5145 Fax: 605-745-3530
Teresa.pullen@olcounty.org

NON-OWNER REAL ESTATE TAX PAYMENT AGREEMENT

I, **Travis Loafer**, wish to enter into an agreement to make payments on delinquent real estate taxes on the following parcel(s):

Parcel Number: **41000-04041-22330** –Owner of record: **Richard Loafer**

Beginning **February 25, 2026**, I agree to pay **\$200.00** per month toward the delinquent real estate taxes on the above-referenced parcel(s). This amount shall be due and payable monthly. Additional payments may be made at any time.

Payments received will be applied toward the previous year(s) of delinquent taxes once adequate funds have been collected, except for the tax certificate year, which shall be applied last. Pursuant to South Dakota law, delinquent taxes shall continue to accrue interest at the rate of .833% per month on the base tax amount. This agreement does not stop interest from accruing.

I further agree to keep all subsequent real estate taxes current and paid in full when due each April and October. Failure to keep current taxes paid may result in termination of this agreement.

NO PROPERTY INTEREST OR OWNERSHIP RIGHTS

I fully understand and acknowledge that this Real Estate Tax Payment Agreement is strictly a voluntary payment arrangement for delinquent taxes only. By signing this agreement and making payments toward the above parcel(s), the County is not giving me any legal ownership, equitable interest, title, lien, possession rights, or any other legal claim to the property. Any monies paid under this agreement shall not be interpreted as granting me any rights to the real estate beyond those provided by South Dakota law.

DEFAULT

I understand and agree that if I default on this agreement, fail to make scheduled payments, or fail to keep current taxes paid, I may be removed from the payment plan. Upon default, the County may proceed with tax deed proceedings allowed under South Dakota law without further notice beyond statutory requirements.

Dated this 17 day of February, 2026. [Signature]
Applicant's Signature

The Oglala Lakota County Treasurer's Office, by and through its Treasurer and the Oglala Lakota County Board of Commissioners, hereby acknowledge this Real Estate Tax Payment Agreement.

Dated this _____ day of _____, 2026

Teresa Pullen Oglala Lakota County Treasurer

Oglala Lakota County Commissioner

Amount Delinquent as of February 17, 2026: \$4,757.31 (Does not include current year taxes)

AGREEMENT

This contract is by and between Oglala Lakota County, 906 N River Street, Hot Springs, SD 57747 (County) and Lee Ranch Trucking, LLC, 25875 Highway 37, Mitchell, SD 57301 (Contractor). County and Contractor hereby agree as follows:

1. Contractor agrees to move aggregate gravel from the designated aggregate pile located at Ferguson Pit, 496 BIA 101 road, north of Kyle (Little Wound), SD, to county road 15, starting on the north side of the road and going south 1.5 miles, on behalf of the County.

The contractor agrees to have all of said aggregate moved pursuant to the terms of this agreement no later than six (6) pm Mountain Standard Time on August 31, 2026. Time shall be the essence of this contract.

2. County shall pay Contractor as follows: \$500.00 per load, Eighty (80) Loads, for a total of \$40,000.00 to move said aggregate on behalf of County, pursuant to the terms of this Contract. Said payment shall be made as follows:

Upon completion of the project, and after inspection by the Oglala Lakota Highway Department that all conditions have been met, the Contractor shall fill out a request for payment. Such a request will be reviewed, and approved by the Superintendent, the payment to Contractor will be processed and paid.

3.

A. Before starting work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the jurisdiction in which the work is to be performed with a minimum AM Best rating of A-VIII or better.

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 prior written notice has been given to the insured and additional insured.

C. Automobile liability insurance provided by Contractor shall provide for \$1,000,000.00 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. The automobile liability policy shall be written on an occurrence basis.

D. Commercial liability insurance provided by Contractor shall provide coverage for any loss, whether to person or property, to any party affected by the actions or inactions of Contractor in the execution of the terms of this agreement, in the amount of \$ 40,000.00.

E. Contractor shall furnish evidence of commercial general liability and automobile insurance to County listing County as additional insured for the term of Contractor's work for County, pursuant to the terms of this agreement.

F. If Contractor fails to maintain the required insurance, County may exclude the Contractor from the site, impose an appropriate set-off against payment, and exercise termination rights under Article 9.

4.

A. Contractor shall supervise and direct the work performed pursuant to the terms of this agreement competently and efficiently and applying such skills and expertise as may be necessary to perform the work in accordance with this agreement. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of the work.

B. Contractor shall, at all times, maintain good discipline and order while performing the terms of this agreement.

C. Unless otherwise specified in this agreement, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, start up and completion of the work performed in the execution of the terms of this agreement. Contractor shall obtain and pay for all licenses required to perform under the terms of this agreement and shall hold County harmless thereto.

D. Contractor shall give all notices required by and shall comply with all local, state, and federal laws and regulations applicable to their performance of the terms of this agreement.

E. Contractor shall bear all resulting costs and losses and shall indemnify and hold harmless County from and against all claims, costs, losses, and damages if Contractor performs any work or takes any other action knowing or having reason to know that it is contrary to any laws or regulations.

F. Contractor shall pay all applicable sales, consumer, use, or other similar taxes Contractor is required to pay in accordance with any laws or regulations.

5.

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with their performance under the terms of this agreement.

B. Contractor shall take all necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury, or loss to all persons who may be affected by Contractor's performance pursuant to the terms of this agreement.

C. All damage, injury, or loss to any person or property caused, either directly or indirectly, in whole or in part, by Contractor, or anyone whose acts Contractor may be liable, shall be remedied by Contractor at its expense, and Contractor shall hold County harmless thereto.

6. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under the terms of this agreement, Contractor shall indemnify and hold harmless County, County's agents and employees, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of attorneys

or other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance by Contractor of the terms of this agreement

7. County Responsibilities:

A. County shall make all payments pursuant to the terms of this agreement.

B. County shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of performance under the terms of this agreement, or the safety precautions and programs, or for any failure of Contractor to comply with laws and regulations applicable to the performance by Contractor of this agreement.

C. While onsite of any location wherein Contractor is performing under the terms of this agreement, County, its agents and employees, shall comply with the specific applicable requirements of Contractor's safety programs of which County has been informed.

8. Claims and Dispute Resolution

A. The party submitting a claim shall deliver it directly to the other party to this agreement promptly, but in no event shall be later than 14 days, after the start of the event giving rise thereto. All claims submitted shall be in writing.

B. The party receiving the claim shall review it thoroughly, giving full consideration to its merits. The two parties seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall 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 written 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, County or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the County and Contractor agree to an alternative dispute resolution process.

9. Termination

A. County may terminate this agreement for cause if Contractor fails to perform any terms under this agreement, within the time specified for performance therein, subject to Contractor's right to cure said default within seven days from written notice of termination. Written notice of termination shall be given to Contractor by personal delivery to Contractor onsite, or by certified mail to Contractor at the principal place of business of Lee Ranch Trucking, LLC, 25875 Highway 37, Mitchell, SD, 57301.

B. If, through no act or fault of Contractor, Contractor is prohibited, by any time specified within this agreement, from performing under the terms of this agreement, due to an order of any court or public authority, Contractor may terminate this agreement. Contractor shall give notice of termination to County at the address of the County Auditor by certified mail at 906 N. River St., Hot Springs, SD 57747. Unless County can obtain

an exception or reversal to said order within fourteen days of receipt of the written notice of termination, termination shall be final.

10. Miscellaneous

A. The duties and obligations imposed by this agreement and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or regulation, by special warranty or guarantee, or by other provisions of the agreement.

B. County, nor any of its officers, agents or employees shall be liable to Contractor for any claims, costs, losses, or damage sustained by Contractor on or in connection with any other project or anticipated project.

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

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

E. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing this agreement.

F. This agreement is to be governed by the laws of the state of South Dakota. Both parties agree that any dispute regarding this agreement shall be within the venue of the 7th Judicial Circuit Court, located in Hot Springs, South Dakota.

IN WITNESS WHEREOF, County and Contractor have signed this agreement and shall be effective on the date of last signature thereon.

COUNTY:

By: _____

Title: _____

Attest: _____

Title: _____

Date: _____

Address for giving notices:

County Auditor

CONTRACTOR:

By: _____

Title: _____

Attest: _____

Title: _____

Date: _____

906 N. River Street
Hot Springs, SD 57747

25875 Highway 37
Mitchell, SD 57301

License No.: _____



MEMO

TO	Mr. Lynx Bettelyoun	
DATE	February 25, 2026	
SUBJECT	Approval to Advertise for Bids	
PROJECT	2026 Oglala Lakota County Aggregate Production Project	BAI No. N/A

Superintendent Bettelyoun and Oglala Lakota County Board of Commissioners:

Banner Associates, Inc. is under contract as a partner to Oglala Lakota County to provide construction documents and bidding services for the 2026 Oglala Lakota County Aggregate Production project. Through coordination between Rich Uckert with Banner Associates and Superintendent Bettelyoun, Banner understands that the County would like to publicly bid the project in the near future. Banner also understands that the scope of the project will be consistent with the quantities and materials that were completed during the most recent aggregate crushing project.

Banner is requesting the Board of Commissioners to consider approving the advertising and bidding of the 2026 project, contingent on Banner's completion of the construction and bidding documents and review and approval by Superintendent Bettelyoun. In doing so, the timeline for advertising, bidding, and awarding the project can be expedited as there will not be a period where future approvals are necessary prior to proceeding forward.

We greatly appreciate your consideration of this request and look forward to completing the scope of services. We value the partnership with Oglala Lakota County and want to ensure we provide the services necessary to keep your best interests at the forefront.

Respectfully Submitted,

Waylon Blasius, PE
Project Manager
Banner Associates, Inc.



Oglala Lakota County Sheriff's Office

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



To: Oglala Lakota County Commissioners

From: Sheriff Daylon Black Bull

Re: Request to purchase license for Omnixx

Dear Commissioner's,

As you know there has been a problem with pistol permits. Due to not having anywhere to run the background check process for us. I have reached out to Kelly Erickson Director of Department of Public Safety in Pierre for assistance. The item we want to purchase is a license agreement to Omnixx. The cost of the item is \$390 per month. Making this purchase will allow me to have access to run background checks and will solve the problem we have been having.

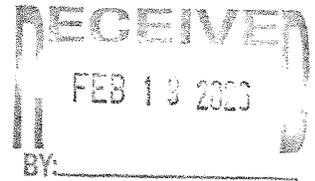
Wopila

Daylon Black Bull

Sheriff

Oglala Lakota County, South Dakota

TO: South Dakota Association of County Commissioners
211 E Prospect Ave
Pierre, SD 57501



2026 SDACC County Dues
as authorized by SDCL 7-7-28 (1967)

Per the SDACC By-Laws, membership dues are based in the most current federal census.

FORMULA: 2020 Population x .22 + \$750.00 = TOTAL DUES
2020 Population = 13,672
13,672 x .22 + \$750.00 = \$ 3,758.00
TOTAL 2026 SDACC DUES = \$ 3,758.00

Handwritten: COMMISSIONER

To: South Dakota Association of County Commissioners

From: Oglala Lakota County for 2026 SDACC Annual Dues - 01/01/2026 - 12/31/2026

Amount of Claim - - - \$ _____

Audited and Allowed _____, 20 _____

_____, Chairperson

State of South Dakota)

ss.

County of Oglala Lakota

The South Dakota Association of County Commissioners (SDACC) certifies this to be a just and true claim for payment which conforms to authority granted by law.

NACo County Membership Dues
01/01/2026 - 12/31/2026

Amount Due: \$450.00

Amount Paid: _____

NACo knows you have a difficult job. Counties are continually asked to do more with less. Federal unfunded mandates and unnecessary regulations make your job harder. But you aren't working on this alone, NACo is here to help.

NACo connects you with an important support network to help you excel in county government. Please renew your membership to South Dakota Association of County Commissioners (SDACC) for 2026. Thank you for your continued membership in NACo!

TOTAL SDACC and NACo MEMBERSHIP DUES: \$4,208.00

Total Dues Submitted: _____

Make ONE check payable to SDACC for both SDACC and NACo membership dues.
The association office will submit your membership payment to NACo on your behalf.

Handwritten: SIGN

County

Parcel_Number	Deedholder	Legal Description	Reason	Year	Ag	Full & True		Fixed Values			Tax District	NA Factor	AG Factor
						NA	O/O	Ag	NA	O/O			
17000-03741-033-00	KEHN, BRYAN JOHN	SW1/4, SEC 3, TWP 37, RG 41	Late applicant for AG Status	25 Pay 26		\$ 137,400		\$ 32,350			1	1.000	0.85