

OGLALA LAKOTA COUNTY UNAPPROVED MINUTES APRIL 23, 2026

The Oglala Lakota Board of County Commissioners met in regular session on April 23, 2026. Present: Allyssa Comer, Art Hopkins, Anna Takes the Shield (Dubray), Wendell Yellow Bull, and Sue Ganje, County Auditor. Ramon Bear Runner was absent.

The meeting was called to order at 1:06 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.

Motion made by Yellow Bull, seconded by Hopkins, to approve the Auditor's account with the Treasurer for March 2026.

Motion made by Yellow Bull, seconded by Hopkins, to approve the April 9th Commission Meeting minutes.

Motion made by Yellow Bull, seconded by Hopkins, to approve the Travel approval request for Bobbie Janis, Auditor Administrative Assistant, to attend the SDACO Spring Workshop in Pierre May 6-7 with travel on May 5, registration: \$200.00 plus per diem and lodging.

Motion made by Yellow Bull, seconded by Hopkins, to move the Avera Health Plan renewal to the May 14, 2026, meeting.

Lynx Bettelyoun, Highway Superintendent, met with the board to discuss the propane bid, and Mag Flake.

Fuel bids for 850 Gallons of Propane were presented as follows: Westco \$1.799/gal, Vollan Oil \$2.75/gal, Lakota Plains no response.

Motion made by Yellow Bull, seconded by Hopkins, to accept the low bid from Westco in the amount of \$1.799/gal.

Motion made by Hopkins, seconded by Yellow Bull, to purchase 22 bags of the Mag Flake for \$505.78 plus the freight charge of \$3,355.71 for a total of \$3,861.49.

Bettelyoun gave updates on Banner and Associates marking out all the new utilities on the new property. Next week, sample tests will be conducted where buildings will be located, and septic system and leech field soil samples will be tested through American Testing. Kick off meeting set for next Tuesday, April 28th, 2026, with Banner representative.

Anna Takes the Shield (Dubray) joined the meeting at 1:42p.m.

Motion made by Yellow Bull, seconded by Hopkins, to advertise in local papers to receive bids for the surplus vehicles. 2014 Ford Interceptor x 2 (1 gold & 1 black), 2009 Chevrolet Tahoe (white), 2005 Dodge Ram 2500 (bronze) and a 1991 Ford F-150 (red).

Motion made by Yellow Bull, seconded by Takes the Shield (Dubray), to transfer the 2012 Ford 150 truck to Coroner.

Motion made by Yellow Bull, seconded by Hopkins, to move pay day from monthly to the 4th Wednesday of every month.

Motion made by Hopkins, seconded by Takes the Shield (Duray,) to approve the hiring for part time temporary Election help as follows: Dale Pine Sr, Georgine Looks Twice, Nicolette Looks Twice and Agnes Westover all at \$15.50/hr., effective 4-17-2026.

Motion made by Yellow Bull, seconded by Hopkins, to approve request by Marlin and Glorianna Under Baggage, representing Sweetgrass Sayings, for use of county Opioid funds in the amount of \$20,000.00 to produce an 8-page bilingual (English/Lakota) educational booklet which will be a one-time equipment cost with ongoing production and specialized labor resulting in a total estimated project cost of \$20,000.00. The booklet is based on scenarios in Pine Ridge to awaken and engage youth and to speak to the Elders, at Schools and Powwow's.

Break was taken at 3:00 p.m.

The Meeting resumed at 3:15 p.m.

Motion made by Yellow Bull, seconded by Takes the Shield (Dubray), to approve 4-9-26 Board minutes.

Motion made by Takes the Shield (Dubray), seconded by Yellow Bull, to approve the bills as follows:

GENERAL FUND		
CENTURY BUSINESS	LEASE INV 838353	\$32.29
TAKES THE SHIELD, ANNA	MILEAGE TO/FROM COMM	\$180.60
ELECTION SYSTEMS & SOFT	EXP VOTE MEDIA STICK	\$614.82
\$370.00 INV CD2146615 LANG SET UP, \$52.65 " " CONTESTS/ISSUE X 3, \$88.80 " " CANDIDATE/YES-NO X 8, INV CD2147162 \$14.25 MEDIA BURN EV, \$14.25 MEDIA BURN EQC, \$27.85 FREIGHT		
FALL RIVER COUNTY HERALD	TAX EXEMPT LIST	\$100.90
HOPKINS, ARTHUR L	MILEAGE TO/FROM COMM	\$268.80
MASTERCARD	CREDIT CARD PURCHASE	\$111.02
\$30.15 USPS MEDIA STICKS TO BE PROG, \$51.87 SUBWAY/COMMISS FOOD FOR MTG, \$29.00 YUBIKEY FOR TS		
MONUMENT HEALTH	MORGUE SERVICES	\$500.00
NATIVE SUN NEWS	PUBLICATIONS	\$261.88
QUADIENT FINANCE USA, INC	POSTAGE MONTHLY USAG	\$635.37
PENNINGTON COUNTY JAIL	INMATE HOUSING	\$2,640.00
SD DEPT OF REVENUE	MARCH 2026 REMITTANCE	\$120.00
SOFTWARE SERVICES	FEB 2026 SERVICES	\$300.00
YELLOW BULL, WENDELL	MILEAGE TO FROM COMM	\$225.40
COMER, ALLYSSA	MILEAGE TO/FROM MTG	\$242.20
COMMISSION	WAGES & BENEFITS	\$488.43

VET'S	WAGES & BENEFITS	\$1,906.93
SHERIFF	WAGES & BENEFITS	\$6,099.58
CORONER	WAGES & BENEFITS	\$859.56
	TOTAL FOR GENERAL FUND	\$15,587.78
COUNTY ROAD & BRIDGE FUND		
BANNER ASSOCIATES, INC.	CONST DOCS & BIDDING	\$2,160.00
BOMGAARS SUPPLY	TOOLS/SUPPLIES/PARTS	\$900.22
\$59.80 INV 49781949 HOSE CLAMP X 2, \$27.90 " " HOSE CLAMP, \$99.98 " " DISCHARGE HOSE X 2, \$15.99 " " COUPLER FEMALE, \$7.29 " " ADAPTER MALE, \$9.99 " " COUPLING REDUCER, \$4.99 " " BARB HOSE STRAIGHT, \$7.79 " " NIPPLE POLY, \$9.99 " " ELBOW, \$8.99 " " HOSE BARB FEMALE, \$15.99 " " COUPLER FEMALE, \$4.99 " " BARB HOSE STRAIGHT, \$9.99 " " INSERT TEE, \$8.99 " " PIPE NIPPLE, \$6.49 " " PIPE NIPPLE, \$5.69 " " PIPE NIPPLE, \$5.69 " " PIPE NIPPLE, \$8.99 " " HOSE BARB FEMALE, \$9.99 " " ELBOW, \$11.99 " " CAP FEMALE NPT, \$7.79 " " NIPPLE POLY, \$7.79 " " NIPPLE POLY, \$11.99 " " CAP FEMALE NPT, \$7.79 " " NIPPLE POLY, \$7.79 " " NIPPLE POLY, \$7.29 " " ADAPTER MALE, \$4.99 " " BARB HOSE STRAIGHT, \$4.99 " " BARB HOSE STRAIGHT, \$9.99 " " INSERT TEE, \$2.99 " " BARB HOSE STRAIGHT, \$2.99 " " BARB HOSE STRAIGHT, \$2.69 " " BARB HOSE STRAIGHT, \$5.69 " " VALVE BALL SCH 40 PV, \$17.99 " " PIPE TEE, \$15.99 " " STREET ELBOW, \$13.99 " " PIPE ELBOW, \$239.99 " " BATTERY, \$169.99 " " INFLATOR AIR DEWALT, \$15.99 " " STREET ELBOW		
CULLIGAN	BOTTLED WATER SERVICE	\$34.75
\$13.90 INV 083188 BOTTLED WATER X 2, \$6.95 INV 084883 BOTTLED WATER X 1, \$13.90 INV 081478 BOTTLED WATER X 2		
BUCHE HARDWARE & LUMBER	PARTS/SUPPLIES	\$97.95
\$16.99 INV 252966/1 2"F CAMX2"FNPT CA, \$29.99 " " HOLE SAW W/ ARBOR 3", \$34.99 " " CLAMP MII 6"2PK QUICKGRP, \$6.99 " " GROUNDING PLUG 15A BLK, \$8.99 " " GROUND CONNECTOR BLK 15A		
GREAT PLAINS COMMUNICATION	INTERNET SERV 4/16-0	\$222.74
LONGBRANCH CIVIL ENGINEER	ENGINEERING SERVICES	\$786.00
MARTIN AUTO PARTS	PARTS/SUPPLIES/TOOLS	\$350.34
\$58.75 INV 202068766 MOTORSPORTS BATT, - \$3.00 " " CORE RETURN, \$18.90 " " ENGINE OIL FILTER X 2, \$39.82 " " ENGINE AIR FILTER X 2, \$14.82 " " ENGINE OIL FILTER X 2, \$12.42 INV 202071781 2-1/4 HD MUFCLX6, \$10.80 " " 2 HD MUFF CL X 6, \$5.92 " " CLAMP X 2, \$61.56 " " HANGER X 4, \$19.34 " " FLAT STOCK, \$15.94 " " FLAT STOCK, \$2.80 " " MUFFLER STRAP, \$.50 " " MUFFLER STRAP X 5, \$34.54 " " 4043 DC ALUMINARC, \$13.88 " " ON-OFF TOGGLE 50 AMP X 2, \$38.80 " " 50 FT 16GA EXTENSION		
MASTERCARD	CREDIT CARD PURCHASE	\$167.28
\$91.01 PO BOX ANNUAL RENTAL, \$1.99 CLOUD STORAGE/BETTELYOUN, \$2.07 GOOGLE ONE/BETTELYOUN, \$67.99 PRINTER INK/SAM'S CLUB, \$4.22 " " TAX		
MCI COMM SERVICE	LONG DISTANCE SERVICE	\$55.98
MENARDS	PARTS/SUPPLIES/TOOLS	\$294.66

\$4.86 INV 01723 3/4 X 5 SCH40 PVC, \$12.99 " " MAGNETIC TRAY, \$22.99 " " 1" ID X 10' VINYL TUBING, \$169.98 " " 2"X20' SUCTION HOSE ASSEMB, \$23.99 " " MF-HEX IMPSKT SET 7PC MM, \$32.58 " " 3/4X24" JIMMY PRY BAR X 2, \$5.28 " " CLR REMOVER, \$21.99 " " CLR ENHANCED FORML		
MODERN FARM EQUIPMENT CO.	2025 LEASE ON NH T7	\$8,250.00
NATIVE SUN NEWS	PUBLICATIONS	\$240.00
CRBR ADMIN	WAGES & BENEFITS	\$11,391.37
	TOTAL FOR COUNTY ROAD & BRIDGE FUND	\$24,951.29
M & P RELIEF FUND		
MICROFILM IMAGING SYSTEMS	SCANNING EQUIPMENT LEASE	\$75.00
	TOTAL FOR M & P RELIEF FUND	\$75.00
	TOTAL FOR BILLS PAID BETWEEN 04/10 AND 04/23/2026	\$40,614.07

Motion made by Yellow Bull, seconded by Takes the Shield (Dubray), to approve 4-9-26 Board minutes.

Comer declared the Meeting adjourned at 3:16 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 BOARD OF EQUALIZATION UNAPPROVED
MINUTES OF APRIL 12, 2024**

The Oglala Lakota Board of County Commissioners met as a County Board of Equalization on April 23, 2026. Present: Allyssa Comer, Art Hopkins, Sue Ganje, Auditor. Anna Takes the Shield (Dubray) and Wendell Yellow Bull. Ramon Bear Runner was absent. Present from the Director of Equalization Department: Everett Dossey, Director of Equalization, and Morgan Erickson, Certified Assessor.

The meeting was called to order at 3:00 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 Board proceeded as the Oglala Lakota County Board of Equalization. They reviewed their responsibilities, took the Oath of Office, reviewed the Assessment Books, and reviewed the minutes from the Local Board.

The Board reviewed the tax-exempt properties.

Motion made by Yellow Bull, seconded by Hopkins, to approve the tax-exempt properties.

There were no Veteran tax-exempt properties.

Motion made by Yellow Bull, seconded by Takes the Shield (Dubray), to apply exemptions.

Motion made by Yellow Bull, seconded by Takes the Shield (Dubray), to approve the abatements and refunds.

Parcel	Name			Abate/Refund			
90000-02014-00010	Aragon, Arthur	23-24	\$585.66	24-25	\$546.84	25-26	\$528.42
90000-01972-00010	Gonzalez, Leonard					25-26	\$255.26
27000-03843-05200	Townsend, Karmen	23-24	-\$1334.22	24-25	-\$1296.22	25-26	\$1385.57
27000-03843-13100	Townsend, Karmen	23-24	-\$941.74	24-25	-\$897.60	25-26	\$955.35
35000-03943-21400	Townsend, Karmen	23-24	-\$1305.56	24-25	-\$1266.80	25-26	\$1356.98
35000-03943-22300	Townsend, Karmen	23-24	-\$2450.35	24-25	-\$2338.47	25-26	\$2490.99
35000-03943-25100	Townsend, Karmen	23-24	-\$2649.30	24-25	-\$2540.86	25-26	\$2708.61
35000-03943-26100	Townsend, Karmen	23-24	-\$2634.54	24-25	-\$2453.01	25-26	\$2557.30
35000-03943-26300	Townsend, Karmen	23-24	-\$829.05	24-25	-\$773.34	25-26	\$811.88
35000-03943-27100	Townsend, Karmen	23-24	-\$1013.52	24-25	-\$969.63	25-26	\$1032.20
35000-3943-27110	Townsend, Karmen	23-24	-\$2966.07	24-25	-\$2753.12	25-26	\$2918.89
35000-03943-27300	Townsend, Karmen	23-24	-\$659.53	24-25	-\$656.00	25-26	\$707.39

35000-03943-30300	Townsend, Karmen	23-24 -\$2555.06	24-25 -\$2448.36	25-26 \$2611.07
35000-03943-28100	Townsend, Karmen	23-24 -\$2664.08	24-25 -\$2555.13	25-26 \$2721.67

Motion made by Yellow Bull, seconded by Takes the Shield (Dubray), 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 APRIL 28TH 2026

The Oglala Lakota Board of County Commissioners met in special session at the Fall River County Courthouse on April 28, 2026. Allyssa Comer, Wendell Yellow Bull, Art Hopkins, Sue Ganje, County Auditor, were present. Ramon Bear Runner and Anna Takes the Shield (Dubray) were absent.

The meeting was called to order at 1:03 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 accept agenda as written.

Dave Lorang, Architect at Banner Associates, Inc., submitted preliminary information on the proposed land and building purchase. This will be for a pre-engineered 9600 sq ft Metal Building for the County Highway Shop, along with office space. A timeline was given by Lorang that designs should be completed and out to bid by July 16, 2026. Construction will begin after bids have been approved. Projected cost between \$2,300,000.00 to \$2,500,000.00.

Ramon Bear Runner arrived at 1:30 p.m.

Roger Risty reviewed the Avera Health Insurance plan renewal. Dental plans are not offered to employees who work less than 30 hours a week. Booklet will be available for all employees with precise and accurate documents that explain the plan in detail.

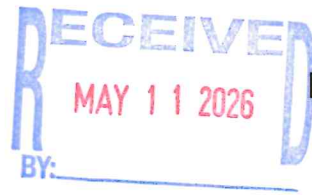
Motion made by Yellow Bull, seconded by Hopkins, to approve the 2026 Avera Insurance Renewal.

Lynx Bettelyoun, Highway Superintendent presented quotes for a new utility tractor; Butler Machinery Company for a Caterpillar Model MF6S155 PS Utility Tractor, \$183,762.80, and Modern Farm Equipment, Corp. for a New Holland T7.210 4WD Tractor, \$185,000.00. Discussion followed.

Motion made by Yellow Bull, seconded by Hopkins, to adjourn the meeting at 3:03 p.m.

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

ATTEST:
/S/ Sue Ganje
Sue Ganje
Oglala Lakota County Auditor



**DEPARTMENT of AGRICULTURE
and NATURAL RESOURCES**

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

May 5, 2026

Allyssa Comer
Chair, Oglala Lakota County Commission
1227 BIA 33
Porcupine, SD 57772

RE: Appointments to the Oglala Lakota County Local Emergency Planning Committee.

Dear Ms. Comer:

The South Dakota State Emergency Response Commission (SERC) is contacting you regarding the Oglala Lakota County Local Emergency Planning Committee (LEPC). The formation of an LEPC is required under Title III of the Superfund Amendments and Reauthorization Act, also known as the Emergency Planning and Community Right-to-Know Act of 1986.

The LEPC is responsible for ensuring Oglala Lakota County has an emergency/hazardous materials response plan and keeps the plan up to date. The April 17, 2013, ammonium nitrate fertilizer explosion in West, Texas is an example of why it is important to plan the local response to emergency events. An active and informed LEPC can also play an important role when it comes to setting training goals for local responders, coordinating training exercises, providing assistance to businesses that report chemical storage, and providing information to the public.

When a county does not submit a membership roster, the SERC appoints members to serve as the LEPC for that county. These appointments are as follows:

- Oglala Lakota County Commission, all members;
- Oglala Lakota County Sheriff;
- Oglala Lakota County Emergency Manager; and
- Oglala Lakota County State's Attorney.

The chair of the county commission shall serve as chair of the LEPC.

This appointment will remain in effect unless the county submits an alternate roster, assigning additional or different members to the LEPC. Should you wish to designate a different chairperson or change the membership, please submit a membership roster to the SERC.

Before you submit a roster, please note federal requirements specify LEPC membership should include one or more representatives of each of the following organizations/groups:

1. Elected state or local officials;
2. Law enforcement personnel;

3. Emergency management coordinators;
4. Fire service representatives;
5. Emergency medical personnel;
6. Health and/or hospital representatives;
7. Local environmentalists and/or other interested citizens;
8. Transportation personnel;
9. Broadcast or print media representatives;
10. Community groups; and
11. Owners or operators of facilities that use and store chemical.

In a rural county with a limited number of available volunteers, one person may represent multiple organizations/groups. It may not be possible to fill all the membership slots, particularly if no representative of an organization/group resides in the county or if the sole representative does not wish to participate. If this happens, simply include a short statement with the roster form.

Should you need assistance or have questions please feel free to contact Kelsey Newling via e-mail at kelsey.newling@state.sd.us or by calling 800-433-2288. We look forward to working with you.

Sincerely,


Tina Titze (May 5, 2026 20:02:58 CDT)

Tina Titze
Chairman, State Emergency Response Commission

cc: Dar Coy, Oglala Lakota County Emergency Manager
Lance Russell, Oglala Lakota County State's Attorney
Daylon Black Bull, Oglala Lakota County Sheriff
Oglala Lakota County Commission

2026 AGGREGATE PRODUCTION PROJECT
OGLALA LAKOTA COUNTY, SOUTH DAKOTA
AGREEMENT

The Effective Date of the Contract is _____.

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:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

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

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

NOTICE OF AWARD

Date of Issuance: May 8th, 2026
Owner: Oglala Lakota County Owner's Project No.:
Engineer: Banner Associates, Inc. Engineer's Project No.: 24679.00
Project: 2026 Aggregate Production Project
Contract Name: Contract for Construction of a Small Project
Bidder: Western Construction, Inc.
Bidder's Address: PO Box 771, Rapid City, SD 57709

You are notified that Owner has accepted your Bid dated 04/09/2026 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: 2026 Aggregate Production Project.

The Contract Price of the awarded Contract is \$335,000.00 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.

THREE (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 Three (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



PO Box 5512 • Denver, CO 80217

For Inquiries:
West Region • 509-936-7102
Rocky Mtn Region • 800-577-5346
Midwest Region • 800-881-5848
ETS East • 877-664-3401

Quotation

Quotation Date:	Date Printed:	Expiration Date:
5/12/26	5/12/26	9/30/26
Quotation Number:	Revision No:	Customer Number:
S9683	3	104886
Your Reference:		Our Reference:
		John Johansen

Delivery Address:
Oglala Lakota County SD
906 North River Street
Hot Springs SD 57747

Document Address:
Oglala Lakota County SD
906 North River Street
Hot Springs SD 57747

Product Application
Length in Feet:
Width in Feet:
Rate in Gallons:

Wanted Delivery Date:

Payment Terms:

Water Application
EnviroTech: N
Rate:
Gallons Required:

Label Note:
Full Truck, 22 SS's plus freight

Del	Description	Qty	Unit	Price	Net Amount
1	SS Extreme Mag Flake	22	ea	299.0000	6,578.00
2	Delivering Freight Charge	1	ea	3,355.7100	3,355.71

Net Total: 9,933.71

Gross Total 9,933.71

Disclaimer: No warranty is conveyed concerning this product, be it expressed or implied. This includes but is not limited to a warranty of merchantability or fitness for a particular purpose. Product performance may vary depending on road conditions, traffic counts, weather and other related factors.

ANNUAL REPORT FOR OGLALA LAKOTA COUNTY
AS OF AND FOR THE YEAR ENDED December 31, 2025

GOVERNMENTAL FUNDS--MODIFIED CASH BASIS

	Other			Total
	General Fund	Road and Bridge Fund	Governmental Funds	
Beginning Balance	1,781,341.11	3,130,166.04	86,965.99	4,998,473.14
Revenues and Other Sources (minor level):				
Taxes:				
Current Property Taxes	325,620.45	0.00	6,137.96	331,758.41
Delinquent Property Taxes	14,095.59	0.00	267.87	14,363.46
Penalties and Interest	6,202.74	0.00	122.60	6,325.34
Telephone Tax (Outside)	86.58	0.00	0.00	86.58
Wheel Tax	0.00	(28.00)	0.00	(28.00)
Licenses and Permits	212.00	0.00	150.00	362.00
Intergovernmental Revenue:				
Federal Grants	12,878.29	0.00	0.00	12,878.29
Federal Payments in Lieu of Taxes	6,871.00	0.00	0.00	6,871.00
State Grants	0.00	386,532.84	0.00	386,532.84
State Shared Revenue	94,976.04	568,649.78	0.00	663,625.82
Other Intergovernmental Revenue	4,035.72	0.00	0.00	4,035.72
Charges for Goods and Services:				
General Government	46,517.51	0.00	4,326.02	50,843.53
Public Safety	228.60	0.00	0.00	228.60
Public Works	0.00	1,672.38	0.00	1,672.38
Health and Welfare	4,125.00	0.00	0.00	4,125.00
Fines and Forfeits:				
Costs	540.00	0.00	0.00	540.00
Miscellaneous Revenue and Other Sources:				
Investment Earnings	30,390.39	227.71	0.00	30,618.10
Refund of Prior Year's Expenditures	1,445.94	0.00	0.00	1,445.94
Other Miscellaneous Revenue	(9,549.22)	161.76	0.00	(9,387.46)
Total Revenue and Other Sources	538,676.63	957,216.47	11,004.45	1,506,897.55
Expenditures and Other Uses (subfunction level):				
Legislative	99,719.31	0.00	0.00	99,719.31
Elections	10,288.17	0.00	0.00	10,288.17
Judicial System	2,439.79	0.00	0.00	2,439.79
Financial Administration	162,758.86	0.00	0.00	162,758.86
Legal Services	55,774.76	0.00	0.00	55,774.76
Other General Government	194,738.01	0.00	6,260.00	200,998.01
Law Enforcement	193,054.91	0.00	0.00	193,054.91
Protective and Emergency Services	3,765.00	0.00	563.75	4,328.75
Highways and Bridges	0.00	1,082,307.30	0.00	1,082,307.30
Mental Health Services	15,185.72	0.00	0.00	15,185.72
Soil Conservation	4,253.32	0.00	0.00	4,253.32
Total Expenditures and Other Uses	741,977.85	1,082,307.30	6,823.75	1,831,108.90
Increase/Decrease in Fund Balance	(203,301.22)	(125,090.83)	4,180.70	(324,211.35)
Ending Fund Balance:				
Restricted	99,382.26	3,005,075.21	91,710.44	3,196,167.91
Assigned	1,478,657.63	0.00	0.00	1,478,657.63
Unassigned	0.00	0.00	(563.75)	(563.75)
Total Ending Fund Balance	1,578,039.89	3,005,075.21	91,146.69	4,674,261.79

The preceding financial data does not include fiduciary funds or component units. Information pertaining to those activities may be obtained by contacting the County Auditor at (605) 745-5130.

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. **2026 Aggregate Production Project** which consists of:
 - **Producing and stockpiling approximately 40,000 Tons of Gravel Surfacing Material in 2 – 20,000 ton piles**
 - **Quality Control Testing**
 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**

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-510 – Notice of Award**
 - e. **C-550 – Notice to Proceed**
 - f. **C-610 – Performance Bond**
 - g. **C-615 – Payment Bond**
 - h. **C-625 – Certificate of Substantial Completion**
 - i. **C-700 – Standard General 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. The Work will be substantially complete on or before **October 9, 2026** and completed and ready for final payment on or before **October 9, 2026**. Contractor shall provide Owner **14 calendar days'** notice prior to beginning production 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.

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 Engineer for review and comment before starting Work on the Site. Contractor shall modify the schedule in accordance with Engineer's comments.
- B. Contractor shall update and submit the progress schedule to Engineer 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:

- B. 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	\$20,000.00	\$20,000.00
2	Production and Stockpiling of Gravel Surfacing	Ton	40,000	\$7.75	\$310,000.00
3	Quality Control Testing	Lump Sum	1	\$5,000.00	\$5,000.00
Total of all extended prices for Estimated Quantities of Work					\$335,000.00

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:
1. 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, 2025 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 Engineer.

- 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 royalties 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.

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 Engineer 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 Engineer 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 Engineer 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 activities.

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 and Engineer 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, Engineer will promptly:
 - 1. Review the condition in question;
 - 2. Determine if it is necessary for Owner 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, adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part, 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 and Engineer 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

EJCDC® C-522, Contract for Construction of a Small Project.

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Modified to include RD edits from RUS Bulletin 1780-26 (5/10/2024).

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 Engineer. 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 Owner's 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 Owner 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. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
4. 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.
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.

Sweetgrass Sayings (c)

Culturally Rooted & Story-Driven

Marlin and Glorianna Under Baggage walk as elders who carry the old ways into the present day. Their lives reflect the strength of the Lakota people—resilient, prayerful, and committed to healing. With **85 years of sobriety between them**, they have become pillars of hope for those seeking recovery and a return to balance.

For decades, they have worked with youth, teaching wellness through Lakota culture, language, and virtues. Their classrooms—whether in schools, community centers, or around a kitchen table—are places where young people learn who they are and where they come from. They remind youth that *wówačhaŋtognake*, *wóksape*, *wóhola*, and *woohitika* are not just words, but ways of living.

With **over 30 years of combined teaching**, they have guided countless individuals through challenges related to Substance Use Disorder, identity loss, and intergenerational trauma. Their approach blends traditional knowledge, lived experience, and the understanding that healing is both personal and communal.

Marlin and Glorianna continue to serve as mentors, culture-bearers, and role models—an elder couple living the traditional way in a modern world, showing that wellness is possible, sobriety is powerful, and Lakota values remain a compass for the future.

Sweetgrass Sayings(e)

This budget is designed for a localized public health initiative to produce an 8-page bilingual (English/Lakota) educational booklet. It balances one-time equipment costs with ongoing production and specialized labor, resulting in a **total estimated project cost of \$20,000**.

Project Budget: Opioid Education/Prevention Booklet

Project Narrative: Bridging Language and Life

The Mission:

The "*Sweetgrass Sayings(e)*" project aims to curb opioid misuse among 16–24-year-olds in Pine Ridge Reservation communities (Oglala Lakota County). By producing an 8-page booklet in both English and Lakota, we honor cultural heritage while providing lifesaving medical information. The 11x17 format (folded to 8.5x11) provides a large canvas for high-impact illustrations that resonate with a younger audience.

The Strategic Allocation:

- **Labor-First Investment:** Over 65% of the budget is dedicated to the people—the **Illustrator, Translator, and Coordinator**. Translation into Lakota is a specialized, time-intensive process that requires technical accuracy to ensure that medical terms are culturally relevant. The illustrator is allocated significant time to create "graphic-novel style" visuals that speak to the 16–24 demographic.

- **Sustainability:** By purchasing the

Canon Professional Printer

(\$1,000) Upfront, we move production in-house. This enables "just-in-time" printing, reducing waste and allowing minor content updates without reordering from a commercial shop.

- **Operational Mobility:** The **Mileage** budget is crucial for the Coordinator to travel between tribal offices, community centers, and youth focus groups to ensure the content reflects the community's true needs.

Sweetgrass Sayings(e)

Impact Goals:

With a \$20,000 investment, this project produces a tangible, high-quality resource that can be distributed at health fairs, schools, and community centers, serving as both a prevention tool and a language revitalization effort.

Concept:

Expanding on the popular approach of -Zine, we will create a high-quality zine with illustrations that our youth audience can relate to; it will increase interest in a subject that impacts all of our communities, schools, and broader society, extending beyond our borders. Social media makes use and abuse of substances a common occurrence, thus numbing the minds of our youth to think of the consequences inherent in substance use.

It is our opinion that our youth need to be redirected by introducing them to the Lakota Virtues and showing them how they are applicable in today's society.

The ancestors always prepared for the future, taking care to plan and act accordingly to ensure the safety and well-being of future generations.

We need to retrace our ancestors' steps and bring back into practice the life-affirming Lakota Virtues.

Sweetgrass Sayings(c)

This \$20,000 budget is designed for a 120-day (approx. 16-week) project cycle based on the acquisition of equipment, development of the script and illustrations, and distribution of the **Sweetgrass Sayings(c)-Pine Ridge Booklet. Oglala Lakota County/Pine Ridge Reservation**. It balances personnel labor, equipment procurement, and operational travel.

Personnel Labor (\$13,440)

Personnel is budgeted at a flat \$20/hour rate. Estimates assume approximately 20 hours of work per week per role over the 120-day project duration. All contracted hours are subject to reduction and transferring to supplies or operations for the success of the project.

- **Project Coordinator:** \$4,480 (approx. 20 hours/week) (224 hours maximum)
- **Artist Illustration:** \$4,480 (approx. 20 hours/week) (224 hours maximum)
- **Lakota Translation:** \$4,480 (approx. 20 hours/week) (224 hours maximum)

Equipment & Supplies (\$1,620)

Procurement focuses on high-quality 11x17 tabloid capabilities suitable for professional booklet production.

- **Canon imagePROGRAF PRO-1100**: \$1,404 (Pro Digital Gear). This professional-grade 17" wide-format printer is designed for gallery-quality color mastery.
- **11x17 Tabloid Paper:** \$100. High-brightness multipurpose tabloid paper is available from retailers like Staples for approximately \$20 per ream.
- **Initial Ink/Toner Reserves:** \$116. High-yield ink value packs for Canon printers often start around \$79–\$95 at stores like Office Depot or Canon USA.

Operations & Travel (\$4,940)

This covers mobility between Rapid City and various districts within the Oglala Sioux Tribe reservation, as well as final external printing services.

- **Travel (Mileage & Per Diem):** \$4,440. Covers frequent trips between Rapid City and the reservation, as well as local travel across the vast Pine Ridge area.

Category	Item	Allocated Amount
Labor	Personnel (Coordinator, Artist Illustrator, Translator)	\$13,440
Equipment	Canon 11x17 Printer	\$1,404
Supplies	Ink & Tabloid Paper	\$216
Operations	Travel & External Printing	\$4,940
Total		\$20,000

Lakota Virtues and Concepts

Wóčhekiya (Prayer)

Recognizing a spiritual connection and maintaining a relationship with the divine is central to Lakota practice. Prayer is not only an act but a daily realization, encouraging individuals to put spiritual awareness into practice so that the connection is truly experienced.

Wówañwala (Humility/Gentleness)

Humility and gentleness are embodied in the pursuit of peace and quiet, symbolized by greeting the dawn. This virtue invites individuals to recognize and nurture the peace within themselves, reflected in their speech, movements, and thoughts.

Wówačhiŋthąka (Patience/Fortitude)

Patience, tolerance, and self-control are especially important when facing adversity. In modern society, traditional customs and heritage are often undervalued or forgotten, leading to a lack of patience and tolerance. These virtues are crucial, as their absence can result in greater adversity.

Wóohitika (Bravery/Courage)

Bravery and courage are demonstrated by the willingness to protect one's family and community, guided by strong principles. This virtue encourages individuals to act with integrity and stand up for what is right.

Wóyuonihą (Respect/Honor)

Respect and honor are extended to oneself, family, community, and all living things. Understanding the importance of all creation is fundamental, fostering harmony and reverence within and beyond the community.

Wówačhaŋtognake (Generosity/Love)

Generosity and love are highly valued, shown through giving possessions, time, and energy to others. Being "stingy" is considered a grave insult, underscoring the importance of selflessness and care in Lakota culture.

Wóksape (Wisdom)

Wisdom is the ability to make the right decisions for oneself, family, and community. This virtue underscores the importance of thoughtful choices and guidance in sustaining the well-being of all.





March 23, 2026

Organization:

Makoce Agriculture Development
1751 Mahpiya Maza Ln
Porcupine, SD 57772
(605) 407-4744
www.makoceag.org

Requested Funding: \$88,625

Mission Statement:

Develop Indigenous Agriculture & Food Systems designed to regenerate equitable healthy communities, economies, and our environment.

Organization Background & Summary:

Makoce Agriculture Development's (Makoce) origin story is rooted in relationships and the life of our tribal members that only decades ago had a sustainable local food system. Oglala Lakota people once lived off the homelands and developed sustainable economies through connective and regional food systems that connected and sustained a nation and its allies. After three generations of disconnection from our local food and agricultural lifeways, we have adopted a western model of dependency on imports into our homelands, which has created unsustainable and unhealthy practices for our people. Makoce is an Oglala Lakota-led, community-driven, and place-based nonprofit organization based on the Pine Ridge Indian Reservation (Pine Ridge), home of the Oglala Lakota Oyate, in South Dakota. Makoce was established after our founder, Nick Hernandez, recognized the need for a new approach towards rebuilding a local food system on Pine Ridge. Makoce's mission is to develop Indigenous Agriculture and Food Systems designed to regenerate equitable healthy communities, economies, and our environment. Makoce's vision is healthy growing homelands.

By embracing traditional and local foods through a scalable, sustainable food system rooted in cultural self-determination, Makoce is dismantling food apartheid to reimagine Oglala Lakota food systems, returning to the food oasis centered on local and traditional foods that our community thrived from for hundreds of years. Makoce, through a practitioner-led approach, is creating a shared analysis of the impact of the US CFR, dismissal of treaty rights, and forced disconnection from Oglala Lakota kinship systems to develop shared power and community-led solutions that reconnect each relative to one another, to our plant and animal relatives, and to Oceti Sakowin Nation philosophy. Makoce honors the Oglala Lakota food and economic practices that thrived for hundreds of years by focusing on a return to a community-driven local

and regional food system. A local food system is entwined with layers of systems including: infrastructure, land development, policy development, economic opportunity, education and training while the regional focus is to open back up historical trade routes and connections. To rebuild a resilient and regenerative food system, Makoce addresses each gap or layer of systems infrastructure through five strategic initiatives: 1) Food Systems Institute 2) Food Hub 3) Biobased Solutions 4) Wóyute Regenerative Production Farm 5) Oceti Sakowin Food Systems Alliance.

Each initiative at Makoce contributes toward our short and long-term goals. The Wóyute Regenerative Production farm is expanding poultry production by raising and processing 3 flocks of chicken and adding a turkey flock for the first time. The Food Hub Director is leading the development of systems for local food procurement and sales into the local community (schools, grocery stores, Elder food boxes). The Oceti Sakowin Food Systems Alliance is prioritizing the completion of a draft food code for the Oglala Sioux Tribe to consider for resolution and adoption, as well as expanding the Convergence into a multi-day conference through partnerships with local organizations and producers. The Biobased Solutions team is leading due diligence and planning for a land purchase, which would provide a long-term home for aspects of Makoce's work across all initiatives with an emphasis on the farm and biobased solutions. Community education and engagement, a core component of each initiative at Makoce, ensures that we continually listen to community and partner input in our planning and implementation processes. For example, the Food Systems Institute Coordinator will be engaging a planning team of community members to expand a food sovereignty curriculum into a food systems curriculum and the Community Engagement Manager will be conducting Tribal Elder interviews and launching several new podcast episodes that provide community education and honor Elder stories.

Key strategies for Makoce's work were developed as part of our strategic plan in December 2023, with modifications in early 2025 to shift the food hub priorities for now to a non-asset based model rather than construction of a physical hub and business district. In December 2025 and January 2026, the Makoce team convened for two 2-day retreats to develop work plans and priorities for 2026. Organizational goals that emerged included an emphasis on hiring a Human Resources Manager and developing standard operating procedures across all initiatives and departments. The team developed their initiative/department specific work plans for the year. Since this is the last year of Makoce's current strategic plan, the organization is also preparing a community engaged process for developing our next 3 year strategic plan. Makoce continues to focus on both internal and external processes that strengthen our capacity to reimagine and rebuild a local food system that honors traditional knowledge and restores traditional food lifeways.

Project Description:

Makoce is requesting funding to support a project that will grow our impact in four key ways: 1) scaling up the number of youth internship opportunities in food systems change work; 2) increasing the depth of training through development of a paid workforce development certificate program for roles needed across Pine Ridge's food system; 3) increased depth of knowledge and training for youth interested in food systems roles; 4) direct training for youth

who are emerging young adults seeking opportunities in the workforce locally rather than being driven out of the community.

SMARTIE Goal 1: By the end of 12 months, Makoce will design and implement a comprehensive youth intern program across 5 initiatives with training in food systems in alignment with food system workforce development opportunities across Pine Ridge Reservation.

SMARTIE Goal 2: By the end of 12 months, Makoce will recruit, hire, and train 16 summer youth interns in food systems roles to increase youth food justice participation across Pine Ridge Reservation.

Pine Ridge Reservation does not currently have job opportunities, nor people trained for job opportunities, necessary for rebuilding our local food and agriculture systems. However, Makoce's initiatives are addressing the need for both an emerging, trained workforce of youth leaders prepared to contribute to local food systems change by entering these job opportunities as youth and later young adults. Meanwhile, Makoce is working with partners locally and regionally to develop new logistics for our local food system. By scaling up the youth intern opportunities, Makoce will train youth across five key areas of food and agriculture system development. Interns hired on the Wóyute Regenerative Production Farm will have an opportunity to learn through hands-on experiences how to manage a regenerative production farm, with a focus on poultry. Interns working with the Makoce Food Hub staff will have an opportunity to learn about supply/cold chain and trucker/transportation logistics that are necessary in order to move local producers from farm to stores, institutions, and consumers. The Food Systems Institute interns will organize and host community education classes and events. The Biobased Solutions interns will have an opportunity to deepen their understanding of our local ecosystem and the uses and impact of hemp production for biobased solutions and climate resilience. The Oceti Sakowin Food Systems Alliance interns will work with local Oglala Lakota leaders to draft food codes. Additionally, Makoce will hire 2 interns to work with the Community Engagement and Communications team. This team of interns will learn about community outreach, education, and how to recruit participants for local food system events and programs. These opportunities will provide youth with hands-on experience as well as education through weekly team meetings.

Anticipated outcomes by the end of the 12 month project period:

- A food systems youth internship training curriculum
- 16 youth complete 12-week internship program
- 16 new summer opportunities in food systems for the Pine Ridge community youth
- 16 youth co-create 12-week internship program through input and design during their weekly meetings
- 12 youth internship program meetings for co-creation of training curriculum
- Certificate curriculum to be shared at local and regional events, such as Oglala Lakota Education Conference (OLEC)

Anticipated outputs by the end of the 12 month project period:

- Increased access to place-based summer jobs for youth

- 16 youth increase knowledge of rebuilding Lakota food systems
- 16 youth increase knowledge of co-creation youth-led internship programs
- Increased food systems workforce development training for local youth
- Increased knowledge of workforce opportunities after K-12 education among youth
- 6 youth increase knowledge of regenerative production farming
- 2 youth increase knowledge of developing biobased solutions with hemp production
- 2 youth increase knowledge of food systems communications and community outreach
- 2 youth increase knowledge of developing local food hubs
- 2 youth increase knowledge of community cultural foods and food system workforce event planning
- 2 youth increase knowledge of food code development

Makoce will measure these goals through two processes: two talking circles (focus group), one for staff and partners then one for youth interns, and a survey for youth interns. The talking circles and survey will provide qualitative and quantitative evaluation results to measure impact of the program and provide crucial insight into changes that may need to be made for future years of the program.

Requested Funding Budget:

Makoce seeks funding to support development of food systems youth internships on the Pine Ridge Indian Reservation. Funding requested supports budget gaps for the project, which is partially funded with support from Newman’s Own Foundation.

Funding Item & Justification	Total Cost
Youth Program Coordinator: Seasonal position full-time for 6 months of the year to recruit, interview, hire, onboard, and manage 16 youth internship positions that will work with Makoce staff for hands-on experiential learning.	\$25,000
Project Director: CEO & Founder will serve as Project Director. 10% FTE based on annual salary of \$125,000 + 25% fringe; \$12,500 + \$3,125; manage project timeline, reporting, and supervise directors.	\$15,625
Intern Equipment: Makoce will purchase 16 laptops for interns to utilize during their internships. These will be utilized to document their work within their respective roles. The cost for laptops is \$1,199 x 16 = \$19,184. Makoce will purchase 16 DJI cameras for the interns to utilize during their internships. The camera will be utilized to take photo and video of the ecosystem as they map the watershed, to be integrated into the educational materials created as a result of their experiential environmental education. DJI Osmo Pocket 3 (or similar) \$598 x 16 = \$9,568. These expenses are one-time costs that will last for years to come for interns each year to utilize to document their work, conduct outreach through their respective roles, and share their experience through Makoce’s many communication platforms.	\$28,752

<p>Intern Supplies: Makoce will purchase short-sleeve t-shirts (\$10/each x 16 = \$160), long-sleeve t-shirts (\$13/each x 16 = \$208), jackets (\$30 x 16 = \$480), water bottles (\$10 x 16 = \$160), and reusable food containers (\$12 x 16 = \$192) for each intern. These supplies will ensure that interns are identified as Makoce staff when engaging in the community through their roles. Furthermore, the reusable water bottles and food containers will ensure minimal waste when interns eat meals/snacks at Makoce or out in the community. Makoce will purchase AppleCare+ (\$65 x 16 = \$1,040) for intern laptops in case of damage or problems with the equipment. Makoce will develop and print an intern handbook, as well as purchase basic office supplies (sticky notes of various sizes, pens, markers, etc) for bi-monthly intern team meetings. \$8/handbook x 16 = \$128 + \$20/intern for supplies = \$320 for \$448.</p>	<p>\$2,688</p>
<p>Convergence: Makoce requests \$5,000 toward youth recruitment and engagement at our annual conference. a community-focused event that educates and empowers attendees to actively participate in and contribute to food autonomy and sovereignty. This year's Convergence will be a four-day gathering consisting of a producer day, two days focused on wellness with community-led breakout sessions and conversations, and the last day being a collaboration day with Tanka Fund, focusing on buffalo producers and buffalo teachings. Makoce seeks funding toward days 2-4 to engage youth as presenters and participants. This year's Convergence will be centered around the theme "Healing at the Table," which focuses on the understanding that food is deeply connected to our overall wellness. Healing at the Table invites producers, youth, families, and partners to explore how land stewardship, cultural food systems, and shared meals contribute to mental, emotional, spiritual, and physical well-being. Through shared learning, conversation, and community, we aim to explore how food systems, agriculture, and wellness intersect and how healing begins at the table.</p>	<p>\$5,000</p>
<p><i>Subtotal</i></p>	<p>\$77,065</p>
<p><i>Indirect - 15% total proposal budget</i></p>	<p>\$11,560</p>
<p>Total</p>	<p>\$88,625</p>

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OGLALA LAKOTA COUNTY

MARCH 31 26

TRIAL BALANCE SUMMARY

PAGE 1

ACCOUNT	DESCRIPTION	BEGINNING BALANCE	DEBITS	CREDITS	NET CHANGE	ENDING BALANCE
CASH ONLY BALANCE SHEET						
10100A1010000	GENERAL FUND CASH	1,627,798.42	51,584.08	57,708.10	6,124.02CR	1,621,674.40
	SUBTOTAL OF COUNTY GENL CASH	1,627,798.42	51,584.08	57,708.10	6,124.02CR	1,621,674.40
20100A1010000	ROAD & BRIDGE CASH	2,964,359.34	27,140.90	45,128.46	17,987.56CR	2,946,371.78
20100A1071000	H & B RES RESTRICTED CASH	.00	.00	.00	.00	.00
20100A1073000	WHEEL TAX RESTRICTED CASH	.00	.00	.00	.00	.00
	SUBTOTAL OF ROAD & BRIDGE	2,964,359.34	27,140.90	45,128.46	17,987.56CR	2,946,371.78
29000A1010000	AMERICAN RESCUE PLAN FUND CASH	.00	.00	.00	.00	.00
29500A1010000	RURAL ACCESS INFRASTRUCTURE CASH	10,956.10	.00	.00	.00	10,956.10
21100A1010000	FIRE FUND CASH	98,792.85	638.48	117.65	520.83	99,313.68
22600A1010000	EM MGT CASH	563.75CR	.00	.00	.00	563.75
22900A1010000	SPOUSE ABUSE CASH	3,040.00	60.00	.00	60.00	3,100.00
23400A1010000	GRANTS	.00	.00	.00	.00	.00
25000A1010000	M & P CASH	29,066.43	21.00	.00	21.00	29,087.43
70400A1010000	LAW LIBR CASH	.00	.00	.00	.00	.00

More...

F3=Exit F12=Cancel F19=Left F20=Right F24=More keys

Section 5. Once on the clock, travel time from one job site to another or from the shop to the work site and returning will be considered work time.

Section 6. Fifteen (15) minute breaks shall be allowed, one midway in the morning and one midway in the afternoon. These break times will be staggered so as not to interrupt work. Break cannot be used in conjunction with other types of leave time.

4.8 Call Out Hours

If an employee is called to report to work on a scheduled day off or outside their normal scheduled work schedule, they are guaranteed a minimum of two (2) hours call out.

POLICY #5: COMPENSATION

5.1 General Policy

On an annual basis, the Oglala Lakota County Commissioners shall review the compensation plan under which the County pays its employees. New employees shall begin at the minimum rate of pay on the schedule for the job classification hired, unless approved by the County Commission. The County Commission shall approve all steps and job classification changes for employees. The Oglala Lakota County Commission sets the salaries for elected and appointed officials.

Current employee and starting wages are decided and set by the County Commissioners at the first meeting of the new year. It is at the commission's discretion to make changes midyear. When funds are available, a cost-of-living adjustment (COLA) increase is added at the start of the new year.

5.2 Pay Period and Pay Day *old*

The County does not grant advanced pay to employees under any circumstances. Payroll is distributed to employees by direct deposit, and all employees are required to provide account information to the Auditor's office to facilitate the deposit. An employee may opt to be paid bi-weekly or monthly. Payday for biweekly will be the Friday after the close of each pay period. Payday for monthly employees is the second to the last business day of the month.

5.3 Payroll Deductions

The County is required to withhold Federal Income Tax, Medicare, and Social Security (FICA) from each employee's paycheck. Changes employees want must be provided to the County Auditor's office by the first working day of the month. Other deductions may include:

1. Employee contribution to the Retirement System
2. Employee contribution to Health, Eye or Dental Insurance
3. Court ordered payments
4. Any other benefits approved by County Commissioners as eligible for payroll deduction.

Section 5. Once on the clock, travel time from one job site to another or from the shop to the work site and returning will be considered work time.

Section 6. Fifteen (15) minute breaks shall be allowed, one midway in the morning and one midway in the afternoon. These break times will be staggered so as not to interrupt work. Break cannot be used in conjunction with other types of leave time.

4.8 Call Out Hours

If an employee is called to report to work on a scheduled day off or outside their normal scheduled work schedule, they are guaranteed a minimum of two (2) hours call out.

POLICY #5: COMPENSATION

5.1 General Policy

On an annual basis, the Oglala Lakota County Commissioners shall review the compensation plan under which the County pays its employees. New employees shall begin at the minimum rate of pay on the schedule for the job classification hired, unless approved by the County Commission. The County Commission shall approve all steps and job classification changes for employees. The Oglala Lakota County Commission sets the salaries for elected and appointed officials.

Current employee and starting wages are decided and set by the County Commissioners at the first meeting of the new year. It is at the commission's discretion to make changes midyear. When funds are available, a cost-of-living adjustment (COLA) increase is added at the start of the new year.

5.2 Pay Period and Pay Day *New*

The County does not grant advanced pay to employees under any circumstances. Payroll is distributed to employees by direct deposit, and all employees are required to provide account information to the Auditor's office to facilitate the deposit. An employee may opt to be paid bi-weekly or monthly. Payday for monthly employees will be the 4th Wednesday of every month.

5.3 Payroll Deductions

The County is required to withhold Federal Income Tax, Medicare, and Social Security (FICA) from each employee's paycheck. Changes employees want must be provided to the County Auditor's office by the first working day of the month. Other deductions may include:

1. Employee contribution to the Retirement System
2. Employee contribution to Health, Eye or Dental Insurance
3. Court ordered payments
4. Any other benefits approved by County Commissioners as eligible for payroll deduction.