## BENEFICIARY ELIGIBLE MITIGATION ACTION CERTIFICATION

Beneficiary Cheyenne River Signature	oux Tribe				
(Any authorized person with a	delegation of such authority to direct the Trustee delivered to the				
Action Title:	Cheyenne River Sioux Tribe Large Truck Replacement Project				
Beneficiary's Project ID:	2020-CRST-VW-001				
Funding Request No.	(sequential) 3				
Request Type: (select one or more)	☐ Reimbursement ☐ Advance ☐ Other (specify):				
Lead Agency Authorized to Act on Behalf of the Beneficiary Dept of Environment and Natural Resources  Any authorized person with delegation of such authority to direct the Trustee delivered to the  Trustee pursuant to a Delegation of Authority and Certificate of Incumbency)  Action Title:  Cheyenne River Sioux Tribe Large Truck Replacement Project  Beneficiary's Project ID:  2020-CRST-VW-001  Funding Request No.  (sequential) 3  Request Type: (select one or more)  Other (specify):  Payment to be made to: (select one or more)  Other (specify):  Payment to be made to: (select one or more)  Other (specify):  Funding Request & Direction (Attachment A)  Direction (Attachment A)  Direction (Attachment A)  Cattle Description of Mitigation Action  Action Type  Item 10 - DERA Option (5.2.12) (specify and attach DERA Proposal):  Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):  See addendum  Identification of Governmental Entity Responsible for Reviewing and Auditing Expenditures of Eligible Mitigation Action Funds to Ensure Compliance with Applicable Law (5.2.7.1):  See addendum  Describe how the Beneficiary will make documentation publicly available (5.2.7.2).  See addendum  Describe any cost share requirement to be placed on each NOx source proposed to be mitigated (5.2.8).					
SUMMARY  Eligible Mitigation Action  Appendix D-2 item (specify): Item 1 (Large Truck Replacement)  Item 10 - DERA Option (5.2.12) (specify and attach DERA Proposal):  Detailed Description of Mitigation Action Item Including Community and Air Quality Benefits (5.2.2):					
Estimate of Anticipated NOx See addendum	Reductions (5.2.3):				
Describe how the Beneficiary See addendum	will make documentation publicly available (5.2.7.2).				
Describe any cost share require See addendum	rement to be placed on each NOx source proposed to be mitigated (5.2.8).				
Agencies (5.2.9).	ction Title:   Cheyenne River Sioux Tribe Large Truck Replacement Project eneficiary's Project ID:   2020-CRST-VW-001   2020-CR				

If applicable, describe how the mitigation action will mitigate the impacts of NOx emissions on communities that have historically borne a disproportionate share of the adverse impacts of such emissions (5.2.10). See addendum

## ATTACHMENTS (CHECK BOX IF ATTACHED)

~	Attachment A	Funding Request and Direction.
<b>/</b>	Attachment B	Eligible Mitigation Action Management Plan Including Detailed Budget and Implementation and Expenditures Timeline (5.2.4).
<b>V</b>	Attachment C	Detailed Plan for Reporting on Eligible Mitigation Action Implementation (5.2.11).
~	Attachment D	Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 (5.2.6). [Attach only if project involves vendor expenditures exceeding \$25,000.]
	Attachment E	DERA Option (5.2.12). [Attach only if using DERA option.]
	Attachment F	Attachment specifying amount of requested funding to be debited against each beneficiary's allocation (5.2.13). [Attach only if this is a joint application involving multiple beneficiaries.]

## **CERTIFICATIONS**

By submitting this application, the Lead Agency makes the following certifications:

- 1. This application is submitted on behalf of Beneficiary Cheyenne River Sioux Tribe and the person executing this certification has authority to make this certification on behalf of the Lead Agency and Beneficiary, pursuant to the Certification for Beneficiary Status filed with the Court.
- 2. Beneficiary requests and directs that the Trustee make the payments described in this application and Attachment A to this Form.
- 3. This application contains all information and certifications required by Paragraph 5.2 of the Trust Agreement, and the Trustee may rely on this application, Attachment A, and related certifications in making disbursements of trust funds for the aforementioned Project ID.
- 4. Any vendors were or will be selected in accordance with a jurisdiction's public contracting law as applicable. (5.2.5)
- 5. Beneficiary will maintain and make publicly available all documentation submitted in

support of this funding request and all records supporting all expenditures of eligible mitigation action funds subject to applicable laws governing the publication of confidential business information and personally identifiable information. (5.2.7.2)

DATED:	8/27/20	David Nelson
	0000	[NAME] [TITLE] Director Department of Environment and Natural Resources
SIGNATURE:	March II II	[LEAD AGENCY]
		for
		Cheyenne River Sioux Tribe
		[BENEFICIARY]

## CHEYENNE RIVER SIOUX TRIBE ADDENDUM TO APPENDIX D-4

## August 27, 2020

## **Summary**

#### 5.2.2

During the third funding cycle of the Volkswagen Settlement Environmental Mitigation Trust for Indian Tribes, the Cheyenne River Sioux Tribe will replace two (2) government-owned Class 8 Eligible Large Trucks (Item 1) with two (2) low-emission new diesel trucks for use in tribal construction projects, road maintenance, and freight.

The Class 8 Eligible Large Trucks to be replaced will be two (2) of the following\*:

No.	<b>Year</b>	<u>Make</u>	Model	<b>Description</b>	<u>VIN</u>
1	1999	Navistar (Intl.)	9400	Truck-Tractor	2HSFHAER1XC026374
2	2003	Daimler	Columbia	Truck-Tractor	1FUJA6AV53LK47394
3	2005	Daimler	Columbia	Truck-Tractor	1FUJA6DE65LN79651
4	2005	Daimler	CST120	Truck-Tractor	1FUJBBDEX5LU66484
5	2006	Peterbilt	379	Truck-Tractor	1XP5DB9X26N634586

The Class 8 Eligible Large Trucks will be scrapped and replaced with low-emission new diesel trucks. The Cheyenne River Sioux Tribe understands the term "scrapped" to mean to render inoperable and available for recycle and, at a minimum, to specifically cut a 3-inch hole in the engine block for all engines and, for vehicles to be replaced as a part of this project, to disable the chassis by cutting the vehicle's frame rails completely in half.

The low-emission replacement trucks that the Cheyenne River Sioux Tribe will acquire are as follows:

Year	Make	Model	Description	Qty.	Cost per Unit
2021	Kenworth	W900L	W900L Series Conventional Tractor (with accessories and 5- year warranty)	2	\$164,188

The total cost of the replacement trucks will be \$328,376. This price includes delivery to Eagle Butte, South Dakota, on the Cheyenne River Indian Reservation. Aftermarket two-way radios will be installed at a cost of \$1,200 per vehicle.

The community and air quality benefits from the project will include reduced pollution, including reduced emissions of NOx, reduced emissions of noise, reduced fuel consumption, and reduced fuel costs.

<sup>\*</sup> There will be no duplication or overlap of vehicles replaced in the second and third funding cycles.

The Cheyenne River Sioux Tribe has historically borne a disproportionate share of the adverse effects of NOx emissions. The Eligible Mitigation Action will mitigate the impacts of NOx emissions by reducing NOx emissions from large trucks. The Eligible Mitigation Action will also reduce emissions of other pollutants, reduce emissions of noise, reduce fuel consumption, and reduce fuel costs.

#### 5.2.3

The Eligible Mitigation Action will result in a significant reduction in NOx emissions, other pollutants, and fuel consumption. According to the U.S. Environmental Protection Agency's Diesel Emissions Quantifier (DEQ), the Eligible Mitigation Action will result in a 75.2% annual reduction in NOx emissions (based on average results for all eligible trucks), and annual reductions of PM2.5 of 96.9%; HC 50.2%; CO 70.08%; CO<sub>2</sub> 11.3%; and Fuel 11.3% (based on average results for all eligible trucks). The project will result in annual reduction of 5.615 NOx, short tons (based on results for the 2005 Daimler Columbia and 2005 Daimler CST120).

Lifetime reduction of NOx is 72.7%, and lifetime reductions of PM2.5 are 96.8%; HC 49.0%; CO 66.6%; CO<sub>2</sub> 11.3%; and Fuel 11.3% (based on average results for all eligible trucks). The project will result in a lifetime reduction of 15.711NOx, short tons (based on results for the 2005 Daimler Columbia and 2005 Daimler CST120).

Detailed data are attached to this Addendum.

#### 5.2.7.1

The governmental entities responsible for reviewing and auditing expenditures of eligible Mitigation Action Funds to ensure compliance with applicable law are the Department of Environment and Natural Resources and the Office of the Tribal Treasurer of the Cheyenne River Sioux Tribe.

#### 5.2.7.2

The Cheyenne River Sioux Tribe is committed to maintaining and making publicly available all documentation submitted in support of the Funding Request and all records supporting all expenditures of Eligible Mitigation Action funds, subject to applicable laws governing the publication of confidential business information and personally identifiable information.

The Cheyenne River Sioux Tribe shall publish public notices of availability for public review of the following documents and records through posted announcements in tribal government buildings, published announcements in one or more newspapers of general circulation on the Cheyenne River Indian Reservation, and/or radio public service announcements on the local radio station broadcasting on the Cheyenne River Indian Reservation:

- 1. Documents and records submitted by the Tribe in support of its Funding Requests;
- 2. Documents and records supporting all expenditures of Trust Funds by the Tribe; and
- 3. Documents and records supporting NOx emission reductions attributable to the Action.

The public notices shall instruct members of the public to contact the Treasurer of the Cheyenne River Sioux Tribe to arrange to inspect such records during normal business hours, which are Monday through Friday, 8:30 A.M. to 4:30 P.M., at the Office of the Tribal Treasurer in Eagle Butte, South Dakota. Documents shall be retained and made available until the date the Indian Tribe Trust terminates pursuant to Section 6.8 of the Indian Tribe Trust Agreement.

Release of information will be subject to the laws of the Cheyenne River Sioux Tribe.

#### 5.2.8

The is no cost share.

#### 5.2.9

The Cheyenne River Sioux Tribe has complied with Section 4.2.8 of the Indian Tribe Trust Agreement. Within thirty (30) days after being deemed a Beneficiary pursuant to subparagraph 4.0.2.1 of the Indian Tribe Trust Agreement, the Cheyenne River Sioux Tribe provided a copy of the Indian Tribe Trust Agreement with Attachments to the U.S. Department of the Interior, the U.S. Department of Agriculture, and any other Federal Agency that had custody, control, or management of land within or contiguous to the territorial boundaries of the Cheyenne River Sioux Tribe and had by then notified the Cheyenne River Sioux Tribe of its interest hereunder, explaining that the Cheyenne River Sioux Tribe may request Eligible Mitigation Action funds for use on lands within that Federal Agency's custody, control, or management (including, but not limited to, Clean Air Act Class I and II areas), and setting forth the procedures by which the Cheyenne River Sioux Tribe would review, consider, and make a written determination upon each such request. The Cheyenne River Sioux Tribe was not contacted by any of these agencies within the specified time period.

### 5.2.10

Not applicable.

## Emission Results and Health Benefits for Project: CRST Large Truck Replacement Project (All Eligible Trucks)

## **Emission Results**

Here are the combined results for all groups and upgrades entered for your project.<sup>1</sup>

Annual Results (short tons) <sup>2</sup>	NO <sub>x</sub>	PM2.5	нс	CO	CO <sub>2</sub>	Fuel <sup>3</sup>
Baseline for Upgraded Vehicles/Engines	7.463	0.421	0.721	2.364	975.9	86,745
Amount Reduced After Upgrades	5.615	0.407	0.362	1.655	109.8	9,760
Percent Reduced After Upgrades	75.2%	96.9%	50.2%	70.0%	11.3%	11.3%

<u>Lifetime Results (short tons)</u> <sup>2</sup>						
Baseline for Upgraded Vehicles/Engines	21.623	1.327	2.253	6.778	3,122.8	277,584
Amount Reduced After Upgrades	15.711	1.284	1.103	4.511	351.4	31,232
Percent Reduced After Upgrades	72.7%	96.8%	49.0%	66.6%	11.3%	11.3%

## **Remaining Life**

1999 Navistar International: Freight   Long Haul - Combination   Class 8 Vehicle Replacement - ULSD (diesel)	1 year
<b>2003 Daimler Columbia:</b> Freight   Long Haul - Combination   Class 8 Vehicle Replacement - ULSD (diesel)	2 years
<b>2005 Daimler Columbia:</b> Freight   Long Haul - Combination   Class 8 Vehicle Replacement - ULSD (diesel)	4 years
2005 Daimler CST120: Freight   Long Haul - Combination   Class 8 Vehicle Replacement - ULSD (diesel)	4 years
2006 Peterbilt 379: Freight   Long Haul - Combination   Class 8 Vehicle Replacement - ULSD (diesel)	5 years

<sup>&</sup>lt;sup>1</sup> Emissions from the electrical grid are not included in the results.

 $<sup>^{2}</sup>$  1 short ton = 2000 lbs.

<sup>&</sup>lt;sup>3</sup> In gallons; fuels other than ULSD have been converted to ULSD-equivalent gallons.

## Emission Results and Health Benefits for Project: CRST Large Truck Replacement Project (2005 Daimler Columbia and 2005 Daimler CST120)

## **Emission Results**

Here are the combined results for all groups and upgrades entered for your project.<sup>1</sup>

Annual Results (short tons) <sup>2</sup>	NO <sub>x</sub>	PM2.5	нс	CO	CO <sub>2</sub>	Fuel <sup>3</sup>
Baseline for Upgraded Vehicles/Engines	7.463	0.421	0.721	2.364	975.9	86,745
Amount Reduced After Upgrades	5.615	0.407	0.362	1.655	109.8	9,760
Percent Reduced After Upgrades	75.2%	96.9%	50.2%	70.0%	11.3%	11.3%

<u>Lifetime Results (short tons)</u> <sup>2</sup>								
Baseline for Upgraded Vehicles/Engines	21.623	1.327	2.253	6.778	3,122.8	277,584		
Amount Reduced After Upgrades	15.711	1.284	1.103	4.511	351.4	31,232		
Percent Reduced After Upgrades	72.7%	96.8%	49.0%	66.6%	11.3%	11.3%		

## **Remaining Life**

1999 Navistar International: Freight   Long Haul - Combination   Class 8 Vehicle Replacement - ULSD (diesel)	1 year
<b>2003 Daimler Columbia:</b> Freight   Long Haul - Combination   Class 8 Vehicle Replacement - ULSD (diesel)	2 years
<b>2005 Daimler Columbia:</b> Freight   Long Haul - Combination   Class 8 Vehicle Replacement - ULSD (diesel)	4 years
2005 Daimler CST120: Freight   Long Haul - Combination   Class 8 Vehicle Replacement - ULSD (diesel)	4 years
2006 Peterbilt 379: Freight   Long Haul - Combination   Class 8 Vehicle Replacement - ULSD (diesel)	5 years

<sup>&</sup>lt;sup>1</sup> Emissions from the electrical grid are not included in the results.

 $<sup>^{2}</sup>$  1 short ton = 2000 lbs.

<sup>&</sup>lt;sup>3</sup> In gallons; fuels other than ULSD have been converted to ULSD-equivalent gallons.

## Group Name: 1999 Navistar International

Type Onroad

Target Fleet Long Haul - Combination

Class Class 8

Sector Freight

Quantity 1

Engine Model Year 1999 Upgrade Year 2021

Remaining Life 1

Fuel Type ULSD (diesel)

**Annual Fuel Gallons** 17,349

Diesel-equivalent Gallons 17,349 **Annual Miles Traveled** 92,380

Annual Idling Hours 115

Annual Hoteling Hours 1,110

Edit Group Copy This Group Delete

### Upgrades to 1999 Navistar International

Ad	Action	Upgrade	New New Fuel		New Diesel- equivalent Gallons	Cost per Unit		Percent Reduction				
	Action		Year Volume	Upgrade		Labor	NO <sub>x</sub>	PM2.5	нс	со	CO <sub>2</sub>	
	Edit <u>Delete</u>	Vehicle Replacement - ULSD (diesel)	2021	15,397	15,397	\$0	\$0	84	97.1	56.1	81.3	-

## Group Name: 2003 Daimler Columbia

Type Onroad

Target Fleet Long Haul - Combination

Class Class 8

Sector Freight

Quantity 1

Edit Group Copy This Group Delete

Engine Model Year 2003 Upgrade Year 2021

Remaining Life 2

Fuel Type ULSD (diesel)

**Annual Fuel Gallons** 17,349 Diesel-equivalent Gallons 17,349 Annual Miles Traveled 92,380

**Annual Idling Hours** 115 Annual Hoteling Hours 1,110

#### Upgrades to 2003 Daimler Columbia

Action	Upgrade	New Model	New Fuel	New Diesel-	Cost per	r Unit		Perce	ent Redu	ction	
		Year Volume	equivalent Gallons	Upgrade	Labor	NO <sub>x</sub>	PM2.5	нс	со	CO2	
Edit <u>Delete</u>	Vehicle Replacement - ULSD (diesel)	2021	15,397	15,397	\$0	\$0	71.3	96.8	48.4	64.7	-

## Group Name: 2005 Daimler Columbia

Type Onroad

Target Fleet Long Haul - Combination
Class Class 8

Sector Freight
Quantity 1

Engine Model Year 2005 Upgrade Year 2021 Remaining Life 4 Fuel Type ULSD (diesel)
Annual Fuel Gallons 17,349
Diesel-equivalent Gallons 17,349
Annual Miles Traveled 92,380
Annual Idling Hours 115
Annual Hoteling Hours 1,110

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### Upgrades to 2005 Daimler Columbia

Action	Upgrade	New Model	New Fuel	New Diesel-	Cost pe	r Unit		Perc	ent Redu	ction	
		Year Vol	Volume	Volume equivalent Gallons	Upgrade	Labor	NO <sub>x</sub>	PM2.5	нс	со	CO2
Edit Delete	Vehicle Replacement - ULSD (diesel)	2021	15,397	15,397	\$0	\$0	71.3	96.8	48.4	64.7	-

Engine Model Year 2005

## Group Name: 2005 Daimler CST120

Type Onroad

Target Fleet Lc Add an Upgrade ination
Class Class 8
Sector Freight

Sector Freight
Quantity 1

nation Upgrade Year 2021 Remaining Life 4 Fuel Type ULSD (diesel)
Annual Fuel Gallons 17,349
Diesel-equivalent Gallons 17,349
Annual Miles Traveled 92,380
Annual Idling Hours 115
Annual Hoteling Hours 1,110

Edit Group Copy This Group Delete

#### Upgrades to 2005 Daimler CST120

Action	Upgrade	New Model	New Fuel	New Diesel-	Cost pe	r Unit		Perce	ent Redu	ction		
		Year Volume	equivalent Gallons	Upgrade	Labor	NO <sub>x</sub>	PM2.5	нс	со	CO <sub>2</sub>		
	Edit Delete	Vehicle Replacement - ULSD (diesel)	2021	15,397	15,397	\$0	\$0	71.3	96.8	48.4	64.7	-

## Group Name: 2006 Peterbilt 379

Type Onroad Target Fleet Long Haul - Combination Class Class 8 Sector Freight Quantity 1

Engine Model Year 2006 Upgrade Year 2021 Remaining Life 5

Fuel Type ULSD (diesel) Annual Fuel Gallons 17,349 Diesel-equivalent Gallons 17,349 Annual Miles Traveled 92,380 Annual Idling Hours 115 Annual Hoteling Hours 1,110

Edit Group Copy This Group Delete

## Upgrades to 2006 Peterbilt 379

Action	Upgrade	New Model	New Fuel	New Diesel-	Cost pe	r Unit		Perc	ent Redu	ction	
		Year Volume	equivalent Gallons	Upgrade	Labor	NO <sub>x</sub>	PM2.5	нс	со	CO <sub>2</sub>	
Edit Delete	Vehicle Replacement - ULSD (diesel)	2021	15,397	15,397	\$0	\$0	71.3	96.8	48.4	64.7	-

## CHEYENNE RIVER SIOUX TRIBE ATTACHMENT B TO APPENDIX D-4

# Eligible Mitigation Action Management Plan Including Detailed Budget and Implementation and Expenditures Timeline

# 5.2.4 Project Management Plan, Project Schedule and Milestones

<u>Milestone</u>	<u>Date</u>
Lead Agency Provides Project Certification and Funding Direction to Trustee	8/28/2020
Lead Agency Issues Request for Proposals to Vendors for Acquisition of Low- Emission New Class 8 Trucks	10/1/2020
Trustee Allocates Share of Funds for Approved Project	11/12/2020
Lead Agency Directs Funding and Enters into Contracts, Purchase Orders, etc., for Acquisition of Low-Emission New Class 8 Trucks	.1/1/2021
Low-Emission New Class 8 Trucks Installed; Eligible Trucks Decommissioned and Scrapped	.4/1/2021
Lead Agency Provides Detailed Invoices for All Claimed Project Costs, Documentation for Emission Reduction Estimates, Required Certification Documents to Trustee for Final Accounting	5/1/2021
Lead Agency Reports Project Completion	5/1/2021

## **Project Budget**

Period of Performance: Third Funding Cycle (2020-2021)

Budget Category	<u>Total</u>
Acquisition of 2 Low-Emission New Class 8 Trucks	\$328,376
Two-Way Radios on Vehicles (~\$1,200 per vehicle)	\$2,400
Cost to Disable and Dispose of 2 Eligible Vehicles (~\$2,500 per vehicle)	\$5,000
Licensing and Registration (~\$500 per vehicle)	\$1,000
Administrative Costs	\$1,750
Project Total	\$338,526

Acquisition and administrative costs are broken down as follows:

Acquisition Costs (2 Low-Emission Diesel Trucks)						
				Qty.	Cost per	<b>Total Cost</b>
Year	Make	Model	Description		Unit	
1 cai	Make	MIUUCI	Description		Cilit	
2021	Kenworth	W900L	W900 Series Conventional Tractor	2	\$164,188	\$328,376

Administrative Costs (Rounded to Ne	arest Dollar)		
Salary	Base	Percentage	Total Cost
DENR Director	\$64,272	5%	\$3,214
DENR Admin. Asst.	\$45,952	5%	\$2,298
Mechanic	\$45,760	1%	\$458
Subtotal			\$5,969
Fringe Benefits (36%)	Base	Percentage	Total Cost
DENR Director	\$23,781	5%	\$1,189
DENR Admin. Asst.	\$15,892	5%	\$795
Mechanic	\$16,931	1%	\$169
Subtotals			\$2,153
Total			\$8,122
Administrative Costs Charged to Projec	t		\$1,750

All personnel listed are employees or officers of the Cheyenne River Sioux Tribe, not consultants. The percentage listed for each employee represents the amount of time the employee will devote to this project, expressed as a percentage of the employee's annual full time equivalent (FTE). The DENR Director and DENR Administrative Assistant will be responsible for the following activities to implement the Environmental Mitigation Action (EMA): issue requests for proposals (RFPs) for new vehicles; evaluate RFPs; enter into contracts, purchase orders, etc., to acquire new vehicles; install new vehicles; register, title, inventory, and account for new vehicles; implement all other aspects of the EMA, including providing detailed invoices for all claimed project costs, documentation for emission reduction estimates, required certification documents to Trustee for final accounting. The Mechanic will be responsible for disabling and disposing of all vehicles that will be replaced and assisting in the installation and operation of all new vehicles acquired under this EMA. Fringe benefits include costs of employee fringe benefits such as health insurance, FICA, retirement, life insurance, and payroll taxes.

There is no cost share.

## **Projected Trust Allocation**

Third Funding Cycle: \$338,526

## PROJECTED TRUST ALLOCATIONS:

	2017	First Cycle 2018	Second Cycle 2019	2020	2021
1. Anticipated Annual Project Funding Request to be paid through the Trust	\$	\$	\$	\$ 338,526	\$
2. Anticipated Annual Cost Share	\$	\$	\$	\$	\$
3. Anticipated Total Project Funding by Year (line 1 plus line 2)	\$	\$	\$	\$ 338,526	\$
4. Cumulative Trustee Payments Made to Date Against Cumulative Approved Beneficiary Allocation	\$	\$	\$	\$	\$
5. Current Beneficiary Project Funding to be paid through the Trust (line 1)	\$	\$	\$	\$	\$
6. Total Funding Allocated to for Beneficiary, inclusive of Current Action by Year (line 4 plus line 5)	\$	\$	\$	\$	\$
7. Beneficiary Share of Estimated Funds Remaining in Trust	\$	\$	\$	\$	\$
8. Net Beneficiary Funds Remaining in Trust, net of cumulative Beneficiary Funding Actions (line 7 minus line 6)	\$	\$	\$	\$	\$

## CHEYENNE RIVER SIOUX TRIBE ATTACHMENT C TO APPENDIX D-4

## **Detailed Plan for Reporting on Eligible Mitigation Action Implementation**

#### 5.2.11

The first semi-annual report will be submitted by May 12, 2021, no later than six months after the Tribe receives its first disbursement of Trust Assets. Thereafter, semi-annual reporting will be done as follows: No later than January 30 (for the preceding six-month period of July 1 to December 31) and July 30 (for the preceding six-month period of January 1 to June 30) of each year, the Lead Agency for the Beneficiary will submit to the Trustee a semiannual report describing the progress implementing each Eligible Mitigation Action during the six-month period leading up to the reporting date (including a summary of all costs expended on the Eligible Mitigation Action through the reporting date). The reports will include a complete description of the status (including actual or projected termination date), development, implementation, and any modification of each approved Eligible Mitigation Action. The reports will comply with Section 5.3 of the Modified Indian Tribe Trust Agreement.

# CHEYENNE RIVER SIOUX TRIBE ATTACHMENT D TO APPENDIX D-4

## **Detailed Cost Estimates from Potential Vendors**

## 5.2.6

Detailed cost estimates from selected or potential vendors for each proposed expenditure exceeding \$25,000 are attached to this Attachment D.



## Sioux Falls Truck & Trailer, Inc.

4500 N Cliff Ave Sioux Falls, SD 57104

	BILL OF SALE
Date:	08/27/2020
Deal#:	2020-2663   DE-36197

#### -WIRING INSTRUCTIONS-

P: (605) 332-7112 TF: (800) 657-8081 www.NorthAmericanTruckTrailer.com

Invoice#:	
Salesperson:	Trevor Blaine

First Bank & Trust I 520 6th St I Brookings I SD I 57006-5057 I (605) 696-2265 I ABA# 091408446 I ACCT# 110020673	37
NAME: North American Truck & Trailer I (605)332-7112 I Fax (605) 367-1225	

Ship To:

Bill To: PROS-006444 CHEYENNE RIVER TRIBE P.O. Box 590 Eagle Butte SD 57625

Phone: (314)920-9129

CHEYENNE RIVER TRIBE P.O. Box 590

Eagle Butte, SD 57625

Stock#	VIN#	Year   Make   Model   Odometer   Color		Amount
On Order	Order Out	2021   KENWORTH   W900L   0   Blue	Price:	\$1 <del>44,908.00</del>
		5yr/500k PP1 Engine & Aftertreatment		\$9,550.00
		Fenders Dealer Installed		\$4,230.00
		Wet Kit Dealer Installed		\$5,500.00
On Order	Order Out	2021   KENWORTH   W900L   0   Blue	Price:	\$144,908.00
		5yr/500k PP1 Engine & Aftertreatment		\$9,550.00
		Fenders Dealer Installed		\$4,230.00
		Wet Kit Dealer Installed		\$5,500.00
			Total Price	\$328,376.00
			Total	\$328,376.00
				(US Dollars)

This is a cash sale. No credit is being extended to the Purchaser. This Order includes all the terms and conditions on this and subsequent pages, supersedes any prior agreement, and is the complete and exclusive statement of all terms and conditions. If this Order is for a used vehicle as defined in 16 C.F.R 455 the following Statement applies: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT.

INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE

THE SALE AND DELIVERY OF VEHICLE SHALL NOT BE DEEMED COMPLETE UNTIL DEALER RECEIVES THE FULLY EXECUTED PURCHASE DOCUMENTS, INCLUDING WITHOUT LIMITATION, BILL OF SALE, ADDITIONAL TERMS AND CONDITIONS, VEHICLE DELIVERY RECEIPT, REPRESENTATIONS OF PURCHASER, TRADE TITLE AND ANY/ALL LIEN RELEASES (IF APPLICABLE), AND COLLECTED/CLEARED PURCHASE FUNDS.

NOTICE TO THE PURCHASER: Do not sign this order before you have read all of the terms and conditions on ALL PAGES. You are entitled to an exact copy of the order you sign. PURCHASER ACKNOWLEDGES he as read and received a complete copy of this order and if applicable, the window form. PURCHASER CERTIFIES he is of majority age and no credit has been extended. THIS ORDER IS NOT VALID UNLESS SIGNED AS ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.

X	08/27/2020	Trevor Blaine	
Purchaser's Signature	Date	Sales Representative	
Purchaser's Signature	Date	Manager	