

All City Council Meetings are recorded.

**CITY OF CUSTER CITY  
COUNCIL AGENDA  
January 16<sup>th</sup>, 2018 – City Hall Council Chambers  
5:30 P.M.**

1. Call to Order - Roll Call - Pledge of Allegiance
2. Approval of Agenda
3. Approval of Minutes – January 2<sup>nd</sup>, 2018 Meeting Minutes
4. Declaration of Conflict of Interest
5. Public Presentations - Public Hearings
  - a. First Reading – Ordinance #801 – Parking Prohibited During Snow Removal Alert
  - b.
  - c.
  - d.
6. Old Business
  - a. Cemetery Caretaker Contract
  - b.
7. New Business
  - a. Preliminary Plat – Ramsey Subdivision Phase 2
  - b. Possible Water & Sewer Extension
  - c. Water System Improvements Change Order #1 – AE2S
  - d. Bobcat Purchase Quote
  - e. Pickup Purchase Quote
  - f.
  - g.
  - h.
  - i.
8. Presentation of Claims –
9. Department Head Discussion & Committee Reports –
10. Executive Session – Personnel, Proposed Litigation, & Contract Negotiations (SDCL 1-25-2)
11. Adjournment

**REMINDERS**

**Park & Recreation Committee Meeting – January 23<sup>rd</sup>, 2018 5:30 P.M.  
Public Works Committee Meeting – February 5<sup>th</sup>, 2018 4:30 P.M.  
Regular City Council Meeting – February 5<sup>th</sup>, 2018 5:30 P.M.  
General Government Committee Meeting – February 12<sup>th</sup>, 2018 4:30 P.M.  
Planning Commission Meeting – February 13<sup>th</sup>, 2018 5:00 P.M.  
Regular City Council Meeting – February 20<sup>th</sup>, 2018 5:30 P.M.**

ADA Compliance: The City of Custer City fully subscribes to the provisions of the Americans with Disabilities Act. If you desire to attend this public meeting and are in need of special accommodations, please notify the Finance Office 24 hours prior to the meeting so that appropriate services are available.



**CITY OF CUSTER CITY  
COUNCIL PROCEEDINGS- REGULAR SESSION  
January 2<sup>nd</sup>, 2018**

Mayor Corbin Herman called to order the first meeting of the Common Council for the month of January 2018 at 5:30 p.m. Present at roll call were Councilpersons Maciejewski, Heinrich, Nielsen, Fischer, and Blom. City Attorney Chris Beesley was present. The Pledge of Allegiance was stated.

**AGENDA**

Councilperson Nielsen moved, with a second by Councilperson Blom, to approve the agenda. The motion unanimously carried.

**MINUTES**

Councilperson Heinrich moved, with a second by Councilperson Fischer, to approve the minutes from the December 18<sup>th</sup> regular council meeting, December 21<sup>st</sup> & 28<sup>th</sup> special council meetings. The motion unanimously carried.

**CONFLICTS OF INTEREST**

No conflicts of interest were stated.

**RESOLUTION #1-02-18A – DEPOSITORIES LISTING**

Councilperson Heinrich moved to adopt Resolution #1-02-18A, Depositories Listing. Seconded by Councilperson Blom, the motion unanimously carried.

**RESOLUTION # 01-02-18A**

**A Resolution Granting Authority to Invest Municipal Funds**

WHEREAS, it has been determined by the Common Council of the City of Custer City, that it is in the best interest of the City of Custer City to invest all funds not immediately needed by the City of Custer City for day to day operations; and

WHEREAS, the State of South Dakota, Department of Legislative Audit, has determined that the authority to invest City funds is a local Council decision and must be authorized each year.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Custer City, that the Custer City Finance Officer, or designee, is hereby authorized to invest any such City funds, that are not immediately needed for the day to day operation of the City, from the following list of depositories, at the best interest rate available and for the period of time determined to be the most beneficial to the City.

First Interstate Bank, Custer, SD  
Black Hills Federal Credit Union, Custer, SD  
Edward Jones, Custer, SD  
SD Public Funds Investment Trust, Sioux Falls, SD  
Sentinel Federal Credit Union, Custer, SD  
Highmark Credit Union, Custer, SD  
Dacotah Bank, Custer, SD

Dated this 2<sup>nd</sup> day of January 2018.

City of Custer City

S/Corbin Herman, Mayor

ATTEST: Laurie Woodward, Finance Officer

**RESOLUTION #1-02-18B – INCIDENTAL DISBURSEMENT ACCOUNT**

Councilperson Maciejewski moved to adopt Resolution #1-02-18B, Incidental Disbursement Account. Seconded by Councilperson Nielsen, the motion unanimously carried.

**RESOLUTION 01-02-18B**

**AUTHORIZATION OF CITY OF CUSTER INCIDENTAL DISBURSEMENT ACCOUNT**

WHEREAS, the City of Custer, South Dakota recognizes the need for an incidental disbursement account in order to transact timely payments and reimbursements for specified transactions.

WHEREAS, SDCL 9-23-23 allows the City of Custer to establish an incidental account for advanced payments or for claims requiring immediate payment, not to exceed the specified amount established by the governing body.

WHEREAS, the City of Custer requires a detailed account of the expenditures from the incidental account shall be presented at regular intervals not to exceed one month with verified vouchers, itemized and supported by receipted bills or other information as general evidence of payment. All expenditures from this account shall be listed with other bills in the regular governing body proceedings with the bill list. All claims made on the incidental account require signatures of two officers of the city.

NOW THEREFORE BE IT RESOLVED, the City of Custer authorizes the Finance Officer to pay payroll and all regular monthly bills in a timely manner to avoid penalties and take advantage of discounts, prior to Council approval, with the bills being approved at each regular meeting.

AND NOW THEREFORE BE IT RESOLVED, the City of Custer authorizes the Finance Officer and staff to use the credit cards as needed.

Dated this 2<sup>nd</sup> day of January, 2018.

CITY OF CUSTER

S/Corbin Herman, Mayor

ATTEST: Laurie Woodward, Finance Officer

**RESOLUTION #1-02-18C – WAGE SCALE (COLA APPLIED)**

Councilperson Nielsen moved to adopt Resolution #1-02-18C, Wage Scale (COLA applied). Seconded by Councilperson Blom, the motion unanimously carried.

Resolution #01-02-18C

WHEREAS, the City of Custer City has previously adopted an Employee Wage Scale; and WHEREAS, updating and amending of said Employee Wage Scale is necessary; and

WHEREAS, the salary schedule shall be adjusted yearly according to the COLA percentage (2.5% for 2018) approved by the Common Council; and

WHEREAS, the Common Council of the City of Custer City has determined that the Employee Wage Scale be modified in accordance with the attached incorporated Employee Wage Scale, which is labeled exhibit "A";

NOW THEREFORE BE IT RESOLVED that the 2018 Employee Wage Scale is adopted and supersedes all previous Employee Wage Scales.

Dated this 2<sup>nd</sup> day of January 2018.

CITY OF CUSTER CITY

S/Corbin Herman, Mayor

ATTEST: Laurie Woodward, Finance Officer

**DESIGNATION OF OFFICIAL NEWSPAPER**

Councilperson Maciejewski moved to designate the Custer County Chronicle as the City's official newspaper. Seconded by Councilperson Fischer, the motion unanimously carried

**DESIGNATION OF ADMINISTRATIVE OFFICIAL TO APPROVE RAFFLES**

Councilperson Nielsen moved to approve designating the Finance Officer and the Deputy Finance Officer, in the Finance Officer's absence, to approve raffle request. Seconded by Councilperson Blom, the motion unanimously carried.

**INTERGOVERNMENTAL CONTRACT WITH PUBLIC ASSURANCE ALLIANCE**

Councilperson Heinrich moved to approve the intergovernmental contract with South Dakota Public Assurance Alliance and authorize the Mayor to sign. Seconded by Councilperson Maciejewski, the motion unanimously carried.

**COMPREHENSIVE PLAN CONTRACT – BLACK HILLS COUNCIL OF LOCAL GOVERNMENT**

Councilperson Heinrich moved to approve the performance contract with Black Hills Council of Local Governments for the Custer Comprehensive Plan for \$24,518.20. Seconded by Councilperson Nielsen, the motion unanimously carried.

**APPROVAL OF CEMETERY GRAVE DIGGER**

Councilperson Maciejewski moved to approve Dallas Alexander Construction as the grave digger for the Custer City Cemetery contingent upon proof of insurance being provided. Seconded by Councilperson Blom, the motion unanimously carried.

Councilperson Arseneault joined the meeting at 5:42 pm.

**CEMETERY CARETAKER CONTRACT**

Councilperson Maciejewski moved to approve the cemetery caretaker contract as presented. Seconded by Councilperson Blom. After some discussion, Councilperson Maciejewski and Blom withdrew their motion and second. Councilperson Maciejewski moved to table the cemetery caretaker contract until the next council meeting. Seconded by Councilperson Fischer, the motion unanimously carried.

**ANNUAL WAGE LISTING**

Councilperson Fischer moved to approve the Annual Wage Listing as presented. Seconded by Councilperson Arseneault, the motion unanimously carried.

Scott Kellogg \$29.29 Lance Stansbury \$20.35 Jeri Hewitt \$21.30

Gaile Walker	\$21.30	Julie Harley	\$19.04	John Christie	\$16.89
Rick Kothe	\$14.86	Jeff Clark	\$14.86	Lisa Trana	\$19.56
Lynnette Merritt	\$19.96	Kim Conwell	\$17.38	Sydney Gramkow	\$11.64
Salaried positions:					
Bob Morrison	\$76,150.60				
Laurie Woodward	\$67,312.33				
Tim Hartmann	\$52,665.23				
Mayor	\$1,400 monthly				
Councilpersons	\$500 monthly	Planning Commission members \$50 per meeting			

### CLAIMS

Councilperson Maciejewski moved, with a second by Councilperson Heinrich, to approve the following claims. The motion carried unanimously.

#### 2017 Claims

Warfel, Brenda, Utility Refund, \$49.65  
 Vector Design, Supplies, \$48.90  
 First Interstate Bank, TIF# 1 Payment, \$11,712.16  
 First Interstate Bank, TIF# 4 Payment, \$1,100.33  
 Five Points Bank, TIF# 5 Payment, \$13,946.70  
 Dacotah Bank, TIF# 2 Payment, \$18,830.63  
 Dacotah Bank, TIF# 4 Payment, \$1,100.34  
 Culligan, Repair and Maintenance, \$18.50  
 Battle Mountain Humane Society, Animal Control Contract, \$800.00  
 BIT Finance/ State Long Distance, Utilities, \$78.95  
 Nielsen Enterprises, Repair and Maintenance, \$1,063.78  
 State of SD, Sales Tax, \$1,130.55  
 Total 2017 Claims, \$49,880.49

#### 2018 Claims

Honeywell, Repair and Maintenance, \$7,066.88  
 Rocky Mountain International, BID Board Advertising, \$975.00  
 SDML Worker Comp, Insurance, \$16,563.00  
 SD Department of Natural Recourses, Permit, \$1,500.00  
 SD Building Officials Association, Dues, \$55.00  
 SD Association of Code Enforcement, Dues, \$40.00  
 SDML, Dues, \$1,913.64  
 SDML Street Maintenance, Dues, \$35.00  
 SD Human Resources Association, Dues, \$25.00  
 SD GFOA, Dues, \$70.00  
 Tyler Technologies, Repair and Maintenance, \$14,962.77  
 Wellmark, Insurance, \$11,519.05  
 Total 2018 Claims, \$54,725.34

### DEPARTMENT HEADS & COMMITTEE REPORTS

Various committee reports were given in addition to department heads giving an update.

### EXECUTIVE SESSION

Councilperson Fischer moved to go into and out of executive session for proposed litigation per SDCL 1-25-2(1-4) at 5:54 pm, with the Attorney, Public Works Director, Planning Administrator and Finance Officer present. Seconded by Councilperson Maciejewski, the motion unanimously carried. Council came out of executive session at 6:10 pm, with no action taken.

### ADJOURNMENT

With no further business, Councilperson Arseneault moved to adjourn the meeting at 6:10 p.m. Seconded by Councilperson Maciejewski, the motion carried unanimously.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward

Corbin Herman

Finance Officer

Mayor

ORDINANCE NO. 801

An Ordinance entitled an Ordinance Amending Chapter 10.16 Stopping, Standing and Parking, Section 10.16.140 Parking on Public Streets and Alleys Prohibited During Snow Removal Alert of the City of Custer City Municipal Code, as follows, to wit:

BE IT ORDAINED by the Common Council of the City of Custer City that Chapter 10.16 Stopping, Standing and Parking, Section 10.16.140 Parking on Public Streets and Alleys Prohibited During Snow Removal Alert be amended as follows:

10.16.140 Parking on public streets and alleys prohibited during snow removal alert.

Any time two inches or more of snow falls in the city, there shall be deemed to be a snow alert, and during such alert it shall be unlawful for any vehicle to park on the public streets and alleys within Custer between the hours of midnight and eight a.m., or until such time as the snow has been removed from the particular street or alley. Vehicles parked in violation of this section shall be towed at the expense of the owner and/or fined ~~twenty five dollars (\$25.00) if paid to the city finance officer within three days of the issuance of the citation, thirty five dollars (\$35.00) if paid to the city finance officer after three days but within seven days of the issuance of the citation, or thereafter a fine not less than forty dollars (\$40.00) nor greater than one hundred dollars (\$100.00) to be collected by the magistrate~~ fined per the current Custer City Bond Schedule for City Ordinance Violations. The alert as defined in this section shall automatically cease for each street or alley once that street or alley has been plowed and the snow removal equipment has left therefrom. After that time parking shall again be allowed until another snow alert occurs.

NOW BE IT ORDAINED that all ordinances or parts thereof in conflict with this ordinance are hereby repealed. Should any section or part of this ordinance be determined to be invalid, the same shall not invalidate the remaining section(s) of this Ordinance. This Ordinance shall be effective upon passage and publication hereof, as it is necessary for support of the municipal government and its existing public institutions.

Dated this 5<sup>th</sup> day of February, 2018.

City of Custer City

\_\_\_\_\_  
Corbin Herman, Mayor

Attest \_\_\_\_\_

Laurie Woodward, Finance Officer

(SEAL)

First Reading: January 16, 2018

Vote:

Second Reading: February 5, 2018

Arseneault:

Maciejewski:

Publication: February 14, 2018

Heinrich:

Nielsen:

Fischer:

Blom:



**REQUEST FOR ~~PROPOSAL (RFP)~~BIDS**

**CEMETERY CARETAKING SERVICES  
CONTRACT**

**CITY OF CUSTER,  
622 CROOK STREET  
SOUTH DAKOTA, 57730**

**~~PROPOSALS~~BIDS ARE DUE NO LATER  
THAN 42PM ~~FEBRUARY 27~~13,  
2017~~8~~\_\_\_\_\_**

**PERIOD OF PERFORMANCE:  
APRIL 1, 2018 THROUGH OCTOBER 15, 2018**

**All questions shall be submitted 7 days prior to February ~~27~~13,  
2017~~8~~ and all questions shall be in writing.**

## STATEMENT OF WORK

**DESCRIPTION OF SERVICES:** The contractor shall provide all ~~management~~ tools, supplies, equipment, fuel, repairs and labor necessary to ensure that the cemetery caretaker services are performed at the Custer City Cemetery, Custer, South Dakota.

**BASIC SERVICES:** The primary function of the cemetery caretaker is to perform lawn and gravesite maintenance. ~~The cemetery caretaker performs jobs requiring mainly manual skills and physical strength. The caretaker will~~ performs a variety of tasks, such as operating small tractors and riding lawn mowers; leveling dirt using hand and power tools; loading and unloading materials; cleaning and clearing cemetery grounds of debris using power trimmers, chainsaws, axes, shovels, rakes, blowers, vacuums etc.; weeding and applying fertilizer; pruning shrubs and low level dead branches. See Specifications below for the required deliverables.

**WORK SCHEDULE:** ~~The contractor may be required to work Monday through Friday, with occasional weekends. Occasionally, the cemetery caretaker may be called back to the facility to perform emergency work. The contractor will work on their own schedule however they may have to work around scheduled funeral services.~~

## SPECIFICATIONS FOR THE CUSTER CITY CEMETERY CARETAKER CONTRACT

1. Work will commence no later than April 1st and end no earlier than October 15<sup>th</sup> each year.
2. Raking must be done in the spring to remove all cones, needles, dead branches and leaves; ~~and as necessary throughout the contract period; and again, after September 1st.~~ Grave spaces must remain visible at all times. All compostable waste may be disposed of at the City Dump Site. Contractor shall make arrangements with the Public Work Director to access City Dump Site.
3. All grave decorations (except those in permanent receptacles and shepherd's hooks) shall be removed no later than ten days after Memorial Day. Decorations for Memorial Day may be placed the Friday before Memorial Day. All non-compostable waste removed from grave spaces shall be bagged and placed by the garbage can at the cemetery. Custer City Crew will pick up the bags and dispose of them.
4. Rake, mow, and trim entire cemetery marked in Exhibit "A" by the Thursday before Memorial Day. Weather permitting, fill all holes, tire tracks, sunken graves, and new

graves with black dirt and either seed or cover with sod prior to October 15th, 2018. Grass seed and black dirt will be provided by the City of Custer. The contractor shall be responsible for hauling the dirt with their own equipment, or make arrangements to have dirt hauled. City equipment and crew shall be available at an hourly rate determined by the Fee Schedule.

5. Keep ~~the entire cemetery area~~ marked in Exhibit "A" mowed and trimmed at all times throughout the contract period, ~~and also remove any dead tree branches whenever necessary, within the contractor's abilities.~~

6. Take all precautions to not damage the trees and shrubs when mowing and power trimming.

7. Keep grass trimmed around all curbing, trees, rocks, streets and fences, all the way to the highway, to a desired mowing height of 2.5 inches, with heights not ~~to exceeding~~ 4 inches at ~~any~~ times.

8. All bushes must be removed that cover any headstones. All headstones must be visible and trimmed.

9. Keep dump area trimmed and neat.

10. Mow and trim totally on east side of cemetery, from north end of cemetery to south end, from highway to cemetery fence.

11. The lilac bushes will need to have the dead wood taken out as necessary to improve the growth.

12. ~~Furnish all of your own equipment, fuel and repairs, and carry liability insurance, workers comp, and the City be named as additional insured. Contractor shall indemnify, defend, and hold harmless City, its officers, boards and committees, commissions, elected officials, employees, and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the performance or non-performance of this agreement.~~

13. ~~This contract is issued for the period of April 1st, 2018, through October 15th, 2018.~~

**THIS IS A FIXED-PRICED COMMERCIAL SERVICE CONTRACT.**

**PAYMENT AND INVOICE PROCEDURES:** ~~All invoices will be submitted to the City Project Manager for review and approval. Once approved, the invoice will be forwarded to the Custer City Finance Officer for payment. Only monthly invoices will be accepted. The contract will be paid in seven equal monthly installments starting April 15th, with each~~

payment being prior to the 15th of each month. Final payment, however, will be held until final inspection and approval by the City has taken place.

**INSPECTION AND ACCEPTANCE:** Inspections are for the purpose of satisfying the contract specifications and to ensure that the services are acceptable. The City Project Manager will inspect the work according to the contract specification before forwarding the invoice to the Custer City Finance Office throughout the contract. If work is not yet completed, the contractor will be required to complete the work before the final invoice is submitted for payment.

**PROJECT LOCATION:** The address of the Custer City Cemetery is 25022 US-385, Custer, SD 57730. See attached Exhibit A for a map of the area. The City Project Manager will provide additional maps on request.

**PERFORMANCE BOND:** A performance bond will be required with each bid in the amount of ten percent (10%) of the bid. If the bid is not accepted, the bond will be returned to the bidder. If the bid is accepted, the performance bond will be retained by Custer City until the contract has been completed in its entirety.

**CONTRACTOR INSURANCE REQUIREMENTS:** The contractor is required to provide liability insurance with the minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate. \_\_\_\_\_ per occurrence and with the City shall be named as the additional insured. The contractor is required to provide workers compensation in accordance with South Dakota statutes.

**SAFETY PROGRAM:** The Contractor shall implement and maintain a safety program for preventing accidents and preserving the life and health of Contractor personnel involved in the performance or administration of the contract. A copy of the Contractor's safety program shall be made available at the request of the City.

**CONTRACTOR PROJECT MANAGEMENT, SUPERVISION AND SAFETY:** The Contractor shall at all times be responsible for safe, careful and efficient operations of his/her equipment. The Contractor shall be responsible for all damages to city or personal property caused by his/her operations. If there are damages, the Contractor shall report the incident with all pertinent details to the City Project Manager Finance Office within 24 hours.

**POINT OF CONTACT (POC):** The Contractor shall provide a POC who shall be responsible for the performance of work. The contract POC shall be able to effectively read, write, speak and understand the English language. At the contract site, at least one person must be able to effectively speak and understand English and be able to translate for non-English speaking workers. The name and telephone number for this designated POC where he/she may be reached on a 24-hour basis seven (7) days a week shall be submitted in writing to the City of Custer Project Manager Finance Office.

~~PRE-BID CONFERENCE: A pre-bid conference is scheduled for February 15, 2018 at 1PM Mountain time. The meeting will be held at the Custer City ... (do we want this?)~~

**POST AWARD MEETING:**

A post award meeting will be scheduled 10 days prior to the start of the contract to ensure that the contractor has all the required insurance, workers compensation established and to answer any questions before the work starts. This meeting may be held as a phone conference.

**INSTRUCTIONS TO BIDDERS**

**BIDDERS NEED TO SUBMIT THE FOLLOWING:**

- A.) A bid price.
- B.) A list of prior contracts with the same/similar type of work to include the POC of each contract and cost of that contract.
- C.) Bidders must sign their bid and have it notarized.

**BID EVALUATION:** The City of Custer SD will award a contract resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation and will be most advantageous to the City. This procurement will be awarded on a lowest price and past performance related factors that ~~is~~are most advantageous to the City of Custer SD.

The City of Custer SD, City Council reserves the right to reject any or all bids and to waive irregularities in any bid.



**CUSTER CITY CEMETERY  
CARETAKING AGREEMENT**

This Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between Custer City, hereinafter referred to as the City and \_\_\_\_\_, hereinafter referred to as the Contractor.

WHEREAS, the City desires to contract for service to be rendered for the care of the Custer City Cemetery and the Contractor agrees to render services as stated in the Request for Bids document attached hereto, the City and the Contractor agree as follows:

That for the consideration of \$ \_\_\_\_\_ for the year 2018, payable in ~~six~~ seven equal monthly installments of \$ \_\_\_\_\_ per month, beginning April 1<sup>st</sup>, 2018. The contractor agrees to perform the following:

The City reserves the right to negotiate with the Contractor to do any other jobs not enumerated in this agreement that the City deems necessary to improve the ~~looks~~ appearance of the Cemetery.

Either party to this Contract may cancel the Contract by giving a written three-week (21 days) notice of their intention to cancel and by listing their reasons for their cancellation.

Both parties agree that ~~upon three weeks after receipt of the written three-week (21 days) notice, that the Contract will be null and void. Contractor agrees to provide all services until such three-week period has expired, and City agrees to pay for such services on a prorated basis until such time, upon the expiration of the three week (21 days) period.~~

~~This contract may be renewed from year to year unless the City or Contractor has a reason to cancel.~~

~~The Contractor in the performance of its duties under this agreement shall occupy the position of an independent contract with respect to the City. Nothing contained herein shall be construed as making the parties hereto partners or joint ventures, nor, except as expressly provided herein, construed as making the Contractor an agent or employee of the City.~~

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Custer City Mayor

Attest:

\_\_\_\_\_  
Custer City Finance Officer

Formatted: English (United States)





Planning Department  
622 Crook Street  
Custer, SD. 57730  
Phone: 673-4824 Fax: 673-2411  
e-mail: timh@cityofcuster.com

**Staff Report**

Request: Preliminary Plat, Ramsey Subdivision Phase 2  
Applicant: Bill Hartmann  
Location: Adjacent to Sunset Lane near the Custer County airport  
Legal Desc.: Tracts 1 and 2, Ramsey Subdivision  
Date Prepared: January 11, 2018  
City Council Meeting: January 09, 2018  
Prepared by Tim Hartmann, Planning Administrator

**GENERAL**

This plat is for a subdivision that is not within the corporate limits of the City of Custer but is within the City's extraterritorial jurisdiction. Private wells and septic systems serve the parcels. The plat is performing a lot line adjustment between proposed Tract 1 and Tract 2 in order to resolve a building setback issue. The lot line between the proposed Tract 1 and Tract 2 has been shifted east 90' making proposed Tract 1 2.99 acres and proposed Tract 2 2.01 acres.

**COMPREHENSIVE PLAN**

The comprehensive plan identifies this area as countryside residential.

**ACCESS**

Access to the subdivision is gained via Sunset Lane which is accessed directly from US Highway 385. Sunset Lane provides adequate access per Custer County Ordinance #2 as a 66' easement does exist. Sunset Lanes Contains 35' easement on the adjacent north properties and 31' on the adjacent south properties.

**PREVIOUS ACTION BY PLANNING COMMISSION**

The Planning Commission reviewed this plat at the January 9th meeting. After a brief discussion John Dvorak moved, with a second by Rick Hudson to recommend approval of the preliminary plat by the City Council, with a recommendation to forward the final plat directly to the City Council. Motion unanimously carried.

**RECCOMENDED ACTION BY THE CITY COUNCIL**

County subdivision standards appear to be satisfied. Adequate access has been provided, lot size is compliant, no road upgrades should be needed. Staff has no concerns with this plat. Staff supports approval of the preliminary plat by the Council.

See 1/1/15  
A

# RAMSEY SUBDIVISION PHASE II

TRACTS 1 AND 2 OF RAMSEY SUBDIVISION (FORMERLY LOTS 1 AND 2 OF RAMSEY SUBDIVISION, OF LOT A OF TRACT RAMSEY OF HES 177) LOCATED IN SECTION 2, T4S, R4E, BHM, CUSTER COUNTY, SOUTH DAKOTA

**NOTE**  
A 20' WIDE UTILITY EASEMENT SHALL EXIST CENTERED ON ALL SUBDIVISION LOT LINES NOT ADJACENT TO PUBLIC RIGHTS-OF-WAY OR UNPLATTED LAND AND ON THE INTERIOR SIDE OF LOT LINES THAT BORDER LAND THAT HAS NOT BEEN SUBDIVIDED, UNLESS OTHER SUITABLE UTILITY EASEMENTS HAVE BEEN SHOWN.

**NOTE**  
FIRM PANEL 48033C 0425 F DATED JANUARY 06, 2012 INDICATES NO PRESENCE OF A FLOOD HAZARD AREA WITHIN THE SUBDIVISION AREA REPRESENTED ON THIS PLAT.

**NOTE**  
LOTS 1 AND 2 OF RAMSEY SUBDIVISION IS RECORDED IN PLAT BOOK 12 PAGE 623. LOT A OF RAMSEY SUBDIVISION IS RECORDED IN PLAT BOOK 12 PAGE 343.

**NOTE**  
SUNSET LANE IS 66' PUBLIC ACCESS AND UTILITY EASEMENT AS PER SOCL 31-3-1

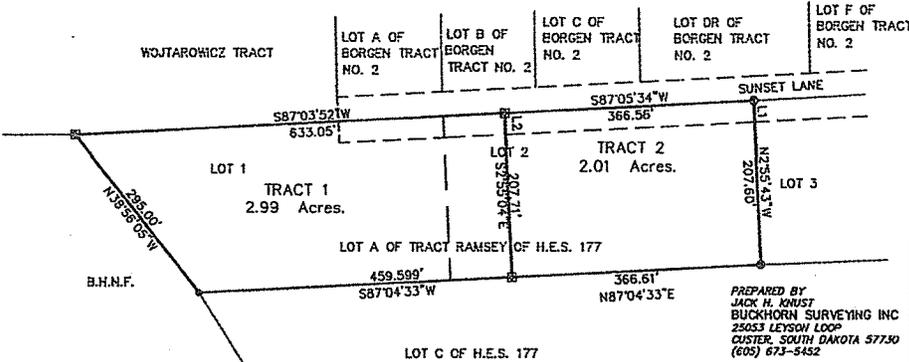
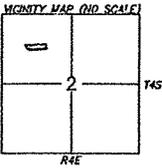
**NOTE**  
ANY CONSTRUCTION WITHIN A DESIGNATED FLOOD HAZARD AREA SHALL REQUIRE A PERMIT AND BE IN ACCORDANCE WITH CUSTER COUNTY ORDINANCE 6

### WATER PROTECTION STATEMENT

PURSUANT TO SOCL 11-3-81 AND 11-3-82 THE DEVELOPER OF THE PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE RESPONSIBLE FOR PROTECTING ANY WATERS OF THE STATE INCLUDING GROUNDWATER LOCATED ADJACENT TO OR WITHIN SUCH PLATTED AREA FROM POLLUTION FROM SEWAGE FROM SUCH SUBDIVISION AND SHALL IN PROSECUTION OF SUCH PROTECTIONS CONTINUE TO AND FOLLOW ALL REGULATIONS OF THE SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES RELATING TO THE SAME.

### LEGEND

- ☒ CORNER SET THIS SURVEY REBAR WITH ALUMINUM CAP MARKED BUCKHORN SURVEYING R.L.S. 4898
- CORNER FOUND THIS SURVEY REBAR WITH ALUMINUM CAP MARKED ANDERSON ENGINEERING
- CORNER FOUND THIS SURVEY REBAR WITH CAP MARKED BUCKHORN SURVEYING



PREPARED BY  
JACK H. KRUST  
BUCKHORN SURVEYING INC  
25053 LEYSON LOOP  
CUSTER, SOUTH DAKOTA 57730  
(605) 673-5452

NUM	BEARING	DISTANCE
L1	S2°55'43"E	31.00'
L2	N2°55'04"W	31.00'



### STATE OF SOUTH DAKOTA COUNTY OF CUSTER S.S.

I, WE, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND SHOWN AND DESCRIBED HEREIN AND THAT WE DO NOT KNOW OF ANY OTHER PERSONS WHOSE INTERESTS IN THIS LAND SHALL EXTEND TO ALL EXTENTS APPLICABLE, FEDERAL, STATE, AND COUNTY, RECORDS, AND RECORDS.

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_

KNOWN BY ME TO BE THE PERSONS SIGNING IN THE FOREGOING DEED AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

MY COMMISSION EXPIRES \_\_\_\_\_

### CERTIFICATE OF HIGHWAY AUTHORITY

IT APPEARS THAT THIS PLAT HAS AN EFFECTIVE APPLICABLE LOCATION TO A PUBLIC ROAD AND THE LOCATION OF THE INTERSECTIONS OF ANY PROPOSED SUBDIVISION TRACTS OR PRIVATE ACCESS ROADS WITH THE EXISTING PUBLIC ROAD IS HEREBY APPROVED.

RESOLUTION OF GOVERNING BOARD  
STATE OF SOUTH DAKOTA  
CITY OF CUSTER, S.D.  
RESOLVED THAT THE CITY ENGINEER OF THE CITY OF CUSTER, SOUTH DAKOTA, THE BEST COPY OF THE ABOVE DESCRIBED PLAT BE FILED WITH THE CITY ENGINEER TO BE RECORDED.

**STATEMENT OF SURVEYOR**  
FOR BUCKHORN SURVEYING INC  
I, JACK H. KRUST, REGISTERED LAND SURVEYOR NO. 4898 OF THE STATE OF SOUTH DAKOTA, DO HEREBY STATE THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SHOWN AND DESCRIBED HEREIN AND THAT I HAVE BEEN COMPALED WITH ALL APPLICABLE RECORDS AND REFERENCES AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT IS A REPRESENTATION OF THE TRUTH, IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY JACK H. KRUST, REGISTERED LAND SURVEYOR  
BUCKHORN SURVEYING INC.



**CERTIFICATE OF COUNTY TREASURER**  
I, \_\_\_\_\_, COUNTY TREASURER OF CUSTER COUNTY DO HEREBY CERTIFY THAT ALL TAXES DUE ON THE WITHIN DESCRIBED LANDS ARE FULLY PAID ACCORDING TO THE RECORDS OF MY OFFICE. DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**CERTIFICATE OF DIRECTOR OF EQUALIZATION**  
I, \_\_\_\_\_, DIRECTOR OF EQUALIZATION OF CUSTER COUNTY DO HEREBY CERTIFY THAT I HAVE ON RECORD A COPY OF THE WITHIN DESCRIBED PLAT. DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**CERTIFICATE OF REGISTER OF DEEDS**  
FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ A.M.  
AND RECORDED IN BOOK \_\_\_\_\_ OF PLATS ON PAGE \_\_\_\_\_



January 12, 2018

Mr. Robert Morrison  
Public Works Director  
City of Custer  
622 Crook St  
Custer, SD 57730-1608

**Re: Change Order No. 1  
Water System Improvements**

Dear Bob:

Enclosed are three (3) copies of Change Order No. 1 for the above referenced project. This change order incorporates three separate items into one contract change order resulting in a contract increase of \$12,354.27, these items are further described below:

Main WTP Discharge Pipe: The original project did not include replacement of the discharge line from the filters to the distribution system. During construction, it was requested by the City to receive a quote for replacement of this line as the effort to replace the line is greatly reduced since the treatment plant will be offline for the other improvements. The line replacement includes furnishing and installing a new 8-inch gate valve, an 8-inch by 32-inch steel spool piece, a 1-inch and a ¾-inch tapping saddle, and reconnection of the chemical feed lines.

Kelley WTP Gutter Deduct: The project included a building addition to the Kelley WTP, the drawings showed gutters along the addition, it was noticed during construction that the existing building did not include gutters. The deduct in price is for the removal of the gutter installation as part of the project.

Kelley WTP Outlets and Programming: The primary use of this plant has been to provide irrigation water for the school. The upgrades included within this project will allow the City to provide a high quality product to the City for not only irrigation but also potable use. The City furnished the chemical feed pumps as part of the project. These pumps and chemical tanks are different than what was in the original plant design but will provide for efficient operations of the plant with it matching closely to the other treatment buildings in the system. This includes the installation of new conduit and receptacles, as well as programming to provide operation of the new chemical feed pump and tanks.

Upon the City of Custer's acceptance of this Change Order, please sign and date the three (3) original change orders and return to AE2S. Please contact me if you have any questions or need additional information.

Sincerely,

AE2S

A handwritten signature in black ink, appearing to read "Dustin Dale", with a stylized flourish at the end.

Dustin Dale, PE CFM  
Operations Manager

Date of Issuance: January 12, 2018	Effective Date: January 12, 2018
Owner: City of Custer, SD	Owner's Contract No.:
Contractor: RCS Construction	Contractor's Project No.:
Engineer: AE2S	Engineer's Project No.: P05594-2016-002
Project: Custer Water System Improvements	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:

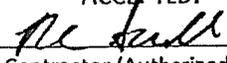
Item #1: Adding piping and electrical; installing 8" pipe spool, 8" hand wheel gate valve, and saddles. Install receptacles and additional programming, these changes result in a net increase of \$12,354.27.

Attachments:

RFP #1

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>535,000.00</u>	Original Contract Times: Substantial Completion: <u>November 15, 2017</u> Ready for Final Payment: <u>December 15, 2017</u> days or dates
<del>[[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:</del> \$ <u>0</u>	<del>[[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:</del> Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>535,000.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>November 15, 2017</u> Ready for Final Payment: <u>December 15, 2017</u> days or dates
<del>[[Increase] [Decrease] of this Change Order:</del> \$ <u>12,354.27</u>	<del>[[Increase] [Decrease] of this Change Order:</del> Substantial Completion: <u>February 14, 2018</u> Ready for Final Payment: <u>February 28, 2018</u> days or dates
Contract Price incorporating this Change Order: \$ <u>547,354.27</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>February 14, 2018</u> Ready for Final Payment: <u>February 28, 2018</u> days or dates

---

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By:		By:	_____	By:	
	Engineer (if required)		Owner (Authorized Signature)		Contractor (Authorized Signature)
Title:	OPERATIONS MANAGER	Title	_____	Title	VP
Date:	1/12/18	Date	_____	Date	1/12/18

Approved by Funding Agency (if applicable)  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_



# Bobcat

## Product Quotation

Quotation Number: HMM-06675

Date: 2018-01-05 12:50:52

Customer Name/Address:	Bobcat Delivering Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF CUSTER 622 CROOK ST CUSTER, SD 57730	DUSTIN Jenner Equipment Company,Rapid City,SD 3200 DEADWOOD AVE RAPID CITY SD 57702 Phone: (605) 343-6682 Fax: (605) 343-2738	Clark Equipment Company dba Bobcat Company 250 E Beaton Dr, PO Box 6000 West Fargo, ND 58078 Phone: 701-241-8719 Fax: 701-280-7860 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
<b>Bobcat 5600</b>	M1221	1	\$44,636.24	\$44,636.24
Adjustable Vinyl Seats				
All-Wheel Steer				
Automatically Activated Glow Plugs				
Auxiliary Hydraulics				
<ul style="list-style-type: none"> <li>Variable Flow with dual direction detent</li> </ul>				
Beverage Holders				
Bob-Tach				
Boom Float				
Cargo Box Support				
Cruise Control				
Deluxe Operator Canopy includes:				
<ul style="list-style-type: none"> <li>Front Window, Rear Window ,</li> <li>Front Wipers, and Electrical Power Port</li> </ul>				
Lower Engine Guard				
Limited Slip Transaxle				
Engine and Hydraulic Monitor with Shutdown				
Front Work Lights				
Full-time Four-Wheel Drive				
Horsepower Management				
<ul style="list-style-type: none"> <li>Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 &amp; ISO 3471</li> <li>Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 &amp; ISO3449, Level I</li> </ul>				
Dome Light				
<b>Deluxe Road Package</b>	M1221-P01-C01	1	\$1,945.68	\$1,945.68
Backup Alarm				
Turn Signals				
Flashers				
Tail Lights				
Brake Lights				
Rear View Mirror				
Cab Enclosure with Heater & Air Conditioning	M1221-R02-C03	1	\$4,076.16	\$4,076.16
High Flow Package	M1221-R03-C02	1	\$1,273.36	\$1,273.36
Heavy Duty Battery	M1221-R07-C02	1	\$71.28	\$71.28
Attachment Control	M1221-R08-C02	1	\$167.20	\$167.20
Power Bob-Tach	M1221-R12-C02	1	\$879.12	\$879.12
Traction Control	M1221-R16-C02	1	\$435.60	\$435.60
Hydraulic Dump Box				
Instrumentation:				
<ul style="list-style-type: none"> <li>Hour meter, Job Hours, Speedometer,</li> <li>Tachometer, Fuel Gauge, Engine</li> <li>Temperature Gauge, and Warning Lights</li> </ul>				
Joystick, Manually Controlled with Lift Arm Float				
Lift Arm Support				
Parking Brake, automatic				
Power Steering with Tilt Steering Wheel				
Radiator Screen				
Rear Receiver Hitch				
Seat Belts, Shoulder Harness				
Spark Arrestor Muffler				
Suspension, 4-wheel independent				
Tires: 27 x 10.5-15 (8 ply), Lug Tread				
Toolcat Interlock Control System (TICS)				
Two-Speed Transmission				
Machine Warranty: 12 Months, unlimited hours				
Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty				
Side Mirrors				
Horn				
Lower Engine Guard				
Rear Work Lights				
Headlights				

Engine Block Heater	M1221-A01-C02	1	\$108.00	\$108.00
Strobe Light	6815259	1	\$164.20	\$164.20

Total of Items Quoted	\$53,756.84
Freight Charges	\$539.00
Dealer Assembly Charges	\$98.00
Quote Total - US dollars	\$54,393.84

Notes:

*\*Prices per the NJPA Contract #042815-CEC. Effective thru 05-19-2019*  
*\*Customer must be a Coop Member to buy off contract – Log onto [www.njpacoop.org](http://www.njpacoop.org) if not a member to sign up.*  
*\*Terms Net 30 Days. Credit cards accepted.*  
*\*FOB Origin – Prepay and Add to Quote*  
*\*Delivery: 60 to 90 days from ARO.*  
*\*State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.*  
*\*TID# 38-0425350*  
*\*Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, PO Box 6000, West Fargo, ND 58078.*

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

ORDER ACCEPTED BY:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATED

\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_  
PURCHASE ORDER #

SHIP TO ADDRESS: \_\_\_\_\_

BILL TO ADDRESS (if different than Ship To): \_\_\_\_\_





# Bobcat

## Product Quotation

Quotation Number: HMM-06676

Date: 2018-01-05 12:52:00

Customer Name/Address:	Bobcat Delivering Dealer	ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer
CITY OF CUSTER 622 CROOK ST CUSTER, SD 57730	Dustin Jenner Equipment Company,Rapid City,SD 3200 DEADWOOD AVE RAPID CITY SD 57702 Phone: (605) 343-6682 Fax: (605) 343-2738	Clark Equipment Company dba Bobcat Company 250 E Beaton Dr, PO Box 6000 West Fargo, ND 58078 Phone: 701-241-8719 Fax: 701-280-7860 Contact: Heather Messmer Heather.Messmer@doosan.com

Description	Part No	Qty	Price Ea.	Total
60" Sweeper	6707144	1	\$2,819.60	\$2,819.60
<b>Total of Items Quoted</b>				<b>\$2,819.60</b>
<b>Freight Charges</b>				<b>\$214.00</b>
<b>Dealer Assembly Charges</b>				<b>\$0.00</b>
<b>Quote Total - US dollars</b>				<b>\$3,033.60</b>

**Notes:**

*\*Prices per the NJPA Contract #042815-CEC. Effective thru 05-19-2019*  
*\*Customer must be a Coop Member to buy off contract – Log onto [www.njpacoop.org](http://www.njpacoop.org) if not a member to sign up.*  
*\*Terms Net 30 Days. Credit cards accepted.*  
*\*FOB Origin – Prepay and Add to Quote*  
*\*Delivery: 60 to 90 days from ARO.*  
*\*State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.*  
*\*TID# 38-0425350*  
*\*Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, PO Box 6000, West Fargo, ND 58078.*

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

**ORDER ACCEPTED BY:**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATED

\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_  
PURCHASE ORDER #

SHIP TO ADDRESS: \_\_\_\_\_

BILL TO ADDRESS (if different than Ship To): \_\_\_\_\_





21. CLASS CS TRUCK 1 TON 4 X 4 REGULAR CAB LONG BOX

Wegner Auto  
 Dodge Ram 3500  
 Contract 17149

- Engine, 6.4 Liter V8
- Transmission, Automatic
- Power Door Locks
- Brakes – ABS
- Power Windows
- Electronic 4 wheel drive selection
- Radio, AM/FM
- Bluetooth Capability
- Backup Camera
- Deep Tint Rear Windows
- Armrest, Fold Down (Cloth Only)
- Air Conditioning
- Air Bags, Side Impact
- Bumper, Rear Step
- Cruise Control
- Floor Covering, Rubber
- Box Length 8'
- Single Rear Wheels
- Guard, Skid plate Package - Manufacturer's Standard
- Engine Block Heater
- Trailer Tow pkg., Cooler, Engine Oil Cooler, Cooler, Transmission
- Light, Rear Cargo
- Lights, Clearance Roof, 5 Amber Color
- Brake Controller, Integrated
- Two factory installed accessory switches
- Mirrors, Trailer, Powered, Adjustable, Heated
- Tow Hooks, 2 on Front
- Seats, Cloth, Split Bench
- Tilt Steering
- Spare tire, full size, jack, and accessories
- Tire, Spare Wheel & Tire Mounted Outside, Vehicle MFG. Standard Bracket
- Wipers, Multiple Speed
- Spray on Bed Liner
- Factory Cab Headliner
- Factory Full Length Cab Running Boards
- Factory Freight

Delivery Date 90-120 days	Base Cost	\$27022
---------------------------	-----------	---------

- |  |          |
|--|----------|
| • Engines, Option, Gas 5.7   | \$(-200) |
| • Engines, Option, Diesel 6.7  | \$10590  |
| • Axle, Rear Ratio Option (Contact Vendor)                             | \$495    |
| • Floor Covering, Carpet/Mats  | \$795    |
| • Dual Rear Wheels – 1300GVW   | \$1695   |
| • Tires, Spare Wheel & Tire Mounted Inside -<br>Vehicle Box, Left Rear | \$390    |
| • Paint Upgrade Charge   | \$595    |
| • Box Delete   | \$395    |
| • Chrome Appearance Package  | \$1295   |



2017 Claims

Unemployment Insurance, \$75.44  
Midcontinent Testing Labs, Professional Fees, \$108.00  
Goldenwest Technologies, Professional Fees, \$62.50  
Michael Todd & Company, Supplies, \$23.41  
Total 2017 Claims \$269.35

2018 Claims

American Public Works Association, Dues, \$330.00  
Black Hills Energy, Utilities, \$12,783.03  
Border States Electric, Supplies, \$84.06  
Butler Machinery, Supplies, \$325.82  
Custer County Treasurer, Law Enforcement Contract, \$93,750.00  
California State Disbursement, Deductions, \$53.19  
Dakota Pump INC, Repair and Maintenance, \$588.50  
Itron, Repair and Maintenance, \$790.97  
Nelson's Oil and Gas, Supplies, \$1,439.10  
SD DENR, Dues, \$78.00  
SD Water and Wastewater Association, Dues, \$40.00  
The Hartford, Insurance, \$64.12  
USDA Loan Payments, \$8,910.00  
Darling, Chris/Barb, Utility Refund, \$43.75  
Hutt, Dan, Overpayment Refund, \$60.28  
Total 2018 Claims \$119,340.82

