

All City Council Meetings are recorded.

**CITY OF CUSTER CITY
COUNCIL AGENDA
April 17th, 2017 – 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 – April 3rd, 2017 Minutes
4. Declaration of Conflict of Interest
5. Public Presentations - Public Hearings
 - a. On-Sale Liquor License Transfer – JP's Family Dining DBA The Captain's Table
 - b. Request for Abatement of Sewer Charge – Diane Olson, French Creek RV Park
 - c. Resolution #04-17-17A – Bridge Reinspection Program
 - d.
6. Old Business
 - a. Custer Area Economic Development Corporation's Hospital Building Proposal
 - b.
7. New Business
 - a. Southern Hills Music & Arts Festival Request – Van Arp
 - b. Preliminary Plat – Block 48, Lot A
 - c. Preliminary & Final Plat – Saxton Subdivision – Lots 1 and 2 of Bauer-2
 - d. Preliminary & Final Plat – Saxton Subdivision – Tract 2 of Lot 2 of Bauer-2
 - e. Saxton Subdivision Lot 2 Annexation
 - f. Preliminary Plat – St. Germaine Subdivision – Lots A & B
 - g. Easement – Golden West Telecommunications Coop Inc
 - h. Water Treatment Improvements Engineering Agreement – AE2S
 - i. Wastewater Treatment Plant Submersible Pump Quote
 - j. Use of City Property – Certified Escort Riders of America
 - k.
8. Presentation of Claims –
9. Department Head Discussion & Committee Reports –
10. Executive Session – Personnel, Proposed Litigation, & Contract Negotiations (SDCL 1-25-2)
11. Personnel
 - a. Employee Step Increase
 - b. Seasonal Help
 - c. Account Receivable Clerk Wage
 - d. Planning Administrator Position
12. Adjournment

REMINDERS

Park & Recreation Committee Meeting – April 18th, 2017 5:30 P.M.

Public Works Committee Meeting – April 24th, 2017 5:00 P.M.

Regular City Council Meeting – May 1st, 2017 5:30 P.M.

General Government Committee Meeting – May 8th, 2017 4:00 P.M.

Planning Commission Meeting – May 9th, 2017 7:00 P.M.

Regular City Council Meeting – May 15th, 2017 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
April 3rd, 2017

Mayor Jared Carson called to order the first meeting of the Common Council for the month of April, 2017 at 5:30 p.m. Present at roll call were Councilpersons Maciejewski, Nielsen, Fischer, Blom and Schleining. City Attorney Chris Beesley was present. The Pledge of Allegiance was stated.

AGENDA

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

MINUTES

Councilperson Maciejewski moved, with a second by Councilperson Nielsen, to approve the minutes from the March 20th regular council meeting and March 20th board of equalization meeting. The motion unanimously carried.

CONFLICTS OF INTEREST

Councilperson Maciejewski stated that he would have a conflict with the Custer Area Economic Development Corporation's Hospital Building Proposal. No other conflicts of interest were stated.

DEPARTMENT HEAD DISCUSSION

Elmer Claycomb, Interim Planning Administrator, gave an overview of what the Planning Commission has been working on.

Bob Morrison, Public Works Director, mentioned the kindness rock project that the school is going to be doing with the place of the rocks being in Way Park. Mr. Morrison also mentioned that the wastewater treatment plant had a submersible pump quite working.

Laurie Woodward, Finance Officer, mentioned that February sales tax was up 0.30% from last year.

EXECUTIVE PROCLAMATION – NATIONAL SERVICE RECOGNITION DAY

Mayor Carson read and Council acknowledged the executive proclamation for National Service Recognition Day.

Executive Proclamation
Custer, South Dakota
Office of the Mayor

WHEREAS, The Corporation for National and Community Service shares a priority with mayors nationwide to engage citizens, improve lives, and strengthen communities across the country to recognize the impact of service on the Mayor's Recognition Day for National Service on April 4, 2017; and

WHEREAS, for over 15 years the Black Hills Foster Grandparent Program connected people 55 and older to volunteer opportunities with children. Foster Grandparents assisted children in the areas of literacy, cultural practices, cognitive development and more. The individualized tutoring, mentoring and nurturing provided by Foster Grandparents helped thousands of struggling children achieve great academic, social and emotional gains; and

WHEREAS, The Black Hills Senior Companion Program provides healthy older adults part-time stipendiary opportunities to render supportive assistance to individuals requiring assistance completing various daily tasks necessary to maintaining independence, such as grocery shopping, meal preparation, light housekeeping, and providing transportation to doctor's appointments; and

WHEREAS, The Black Hills State University's Retired Senior Volunteer Program engages people age 55 and older, in a diverse range of service activities, such as tutoring and mentoring, elderly meal delivery, food bank and congregate meal assistance, entertainment, services to hospitals, nursing homes, blood banks, and veteran's organizations and a wide variety of volunteer activities throughout Sturgis' non-profit; and

WHEREAS, The AmeriCorps VISTA Program supports community efforts to overcome poverty by recruiting and managing community volunteers, raising funds, and helping to manage a variety of projects such as development of urban gardens, development of volunteer plans for local nonprofits, and the development of marketing strategies for local nonprofits, thereby providing better services to low-income individuals and communities; and

WHEREAS, Last year, in the Custer area, these programs provided volunteer opportunities for citizens totaling approximately 2100 hours of service to the community at large.

NOW, THEREFORE, I, Jared Carson, Mayor of the City of Custer, do hereby proclaim April 4, 2017, as

National Service Recognition Day

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of Custer this 3rd day of April 2017.

CITY OF CUSTER

S/Jared Carson, Mayor

ATTEST: Laurie Woodward, Finance Officer

RESOLUTION #04-03-17A – ESTABLISHING FAIR MARKET VALUE OF FULL-SERVICE RESTAURANT ON-SALE LICENSE

Councilperson Schleining moved to adopt Resolution #04-03-17A, establishing fair market value of full-service restaurant on-sale license. Seconded by Councilperson Maciejewski, the motion unanimously carried.

RESOLUTION 04-03-17A

A RESOLUTION ESTABLISHING THE FAIR MARKET VALUE OF FULL-SERVICE RESTAURANT ON-SALE LICENSES

WHEREAS, South Dakota Codified Law (SDCL) 35-4-111 which authorized the issuance of additional on-sale licenses to full-service restaurants subject to certain conditions;

WHEREAS, pursuant to the authority established by SDCL 35-4-111, the City of Custer adopted Ordinance No. 785 which implemented the provisions of the full-service restaurant on-sale license;

WHEREAS, SDCL 35-4-116 requires that any municipality adopting such ordinance shall charge at least one dollar for each person residing within the municipality as measured by the last preceding decennial federal census;

WHEREAS, SDCL 35-1-117 requires any municipality intending to authorize the issuance of such licenses to establish the fair market value of the full-service restaurant on-sale license by using the documented value of the arm's length transactions, less the value of any real or personal property included in the transaction, between January 1, 2003 and January 1, 2008; and

WHEREAS, the City of Custer has received documentation indicating the value attributed to the sale of the on-sale license by the parties involved in that transaction has exceeded the minimum price required by SDCL 35-4-116.

AND NOW THEREFORE BE IT RESOLVED, by the City of Custer, that the fee for a full-service on-sale restaurant license is hereby established, pursuant to SDCL 35-4-116 at \$25,000.00.

Dated this 3rd day of April, 2017.

CITY OF CUSTER

S/Jared Carson, Mayor

ATTEST: Laurie Woodward, Finance Officer

Councilperson Maciejewski left the meeting at 5:47 pm

CUSTER AREA ECONOMIC DEVELOPMENT CORPORATION'S HOSPITAL BUILDING PROPOSAL

Councilperson Fischer moved to table the Custer Area Economic Development Corporation's hospital building proposal until the next Council Meeting. Seconded by Councilperson Nielsen, the motion unanimously carried.

Councilperson Maciejewski rejoined the meeting at 5:49 pm

SOLID WASTE COLLECTION & DISPOSAL BID

Councilperson Maciejewsk moved to accept the Solid Waste Collection & Disposal bid from Sander Sanitation Service Inc for \$16.72 per unit and \$350 per month for City collection containers. Seconded by Councilperson Nielsen, the motion carried with Councilperson Maciejewski, Nielsen, Fischer, Blom and Schleining voting yes.

WATER SYSTEM IMPROVEMENTS – PERMISSION TO BID

Councilperson Maciejewski moved to approve going out for bid for the main and kelly water plant modifications project. Seconded by Councilperson Fischer, the motion unanimously carried.

DOT TRANSPORTATION ALTERNATIVES GRANT AGREEMENT

Councilperson Schleining moved to approve the South Dakota Department of Transportation - Transportation Alternatives (TA) agreement for extending a pedestrian path from the intersection of Eleventh St and the Mickelson Trail to the Custer School Complex on Bluebell Lane (project number P TAPR(23) PCN 062Q). Seconded by Councilperson Blom, the motion carried with Councilperson Nielsen, Fischer, Blom, Schleining and Maciejewski voting yes.

PRELIMINARY PLAT & DEVELOPMENT AGREEMENT – SAXTON SUBDIVISION

Councilperson Fischer moved to authorize the Mayor to sign the development agreement for Saxton Subdivision with the modification in section F regarding fire hydrant. Seconded by Councilperson Nielsen, the motion unanimously carried.

CLAIMS

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

AFLAC, Insurance, \$660.28
AFSCME Council 65, Dues, \$106.61
Battle Mountain Humane Society, Animal Control Contract, \$800.00
Beesley Law Office, Professional Fees, \$3,150.00
Black Hill Energy, Utilities, \$2,234.25
Black Hills Power Equipment, Supplies, \$78.40
Century Business Products, Supplies, \$284.69
Custer Do It Best, Supplies, \$68.84
Custer County Housing, Subsidy, \$2,000.00
Custer Area Economic Development Corp, Subsidy, \$5,000.00
Custer County Treasurer, Law Enforcement Contract, \$80,000.00
Dakota Bank TIF#2 Payment, \$1,264.61
Dakota Fence, Supplies, \$518.00
Dakota Supply Group, Supplies, \$198.86
Delta Dental, Insurance, \$444.60
Eledlights.com, Supplies, \$1,382.00
EFTPS, Taxes, \$14,732.09
Fastenal, Supplies, \$306.79
First Interstate Bank, Utilities, \$958.89
First Interstate Bank, Supplies, \$60.65
First Interstate Bank, Supplies, Training, \$621.13
First Interstate Bank TIF#1 Payment, \$2,645.31
Garland Goff Attorney, Professional Fees, \$262.50
Golden West Telecommunications, Utilities, \$608.54
Golden West Technologies, Professional Fees, \$2,505.39
Hawkins, Supplies, \$3,801.19
Hillyard, Supplies, \$202.68
Scott Kellogg, Reimbursement, \$680.43
Ketel Thorstenson, Audit, \$1,000.00
Nelson's Oil & Gas, Supplies, \$683.93
O'Connor Company, Repair & Maintenance, \$176.00
Pace, Supplies, \$92.73
Pay Pal, Supplies, \$218.63
Petty Cash, Travel, Supplies, \$867.19
Pitney Bowes, Supplies, \$48.69
Power House, Repair & Maintenance, \$117.37
Quill, Supplies, \$41.51
Ramkota- Pierre, Travel, \$203.98
Rapid City Journal, Supplies, \$1,545.64
Regional Health Network, Sales Tax Subsidy, \$26,593.49
State of SD, Sales Tax, \$982.74
SDML, Conference, \$105.00
SD Public Assurance Alliance, Insurance, \$39,358.45
SD Retirement System, \$6,290.98
SD State Treasurer, Unclaimed Property, \$82.12
Supplemental Retirement, \$375.00
The Hartford, Insurance, \$68.70

Verizon Wireless, Utilities, \$462.89
Wellmark, Insurance, \$10,585.01
Susan Metz, Utility Deposit Refund, \$15.83
Baker & Little, Utility Deposit Refund, \$100.00
Ben Baum, Utility Deposit Refund, \$100.00
Amazing Spaces LLC, Utility Deposit Refund, \$50.00
Tom Loomer, Utility Deposit Refund, \$50.00
Beth & Christopher Rota, Utility Deposit Refund, \$100.00
Della Martinez, Utility Deposit Refund, \$50.00
Mayor & Council, \$4,400.00
Finance Department, \$11,491.88
Public Buildings, \$2,637.12
Planning Department, \$5,202.28
Public Works Department, \$10,174.99
Street Department, \$7,100.87
Parks Department, \$3,440.80
Water Department, \$9,462.42
Wastewater Department, \$5,264.95
Total Claims, \$275,118.22

COMMITTEE REPORTS

Various committee reports were given.

EXECUTIVE SESSION

Councilperson Schleining moved to go into and out of executive session for personnel, proposed litigation and contract negotiations per SDCL 1-25-2(1-4) at 6:21 pm, with the Attorney, Public Works Director and Finance Officer present. Seconded by Councilperson Blom, the motion unanimously carried. Council came out of executive session at 6:48 pm, with no action taken.

EMPLOYEE STEP INCREASE

Councilperson Schleining moved to approve the step increases for David Warfel to step 2 at \$15.99 per hour effective April 13th, 2017. Seconded by Councilperson Fischer, the motion unanimously carried.

PLANNING ADMINISTRATOR POSITION

No action was taken.

ADJOURNMENT

With no further business, Councilperson Blom moved to adjourn the meeting at 6:49 p.m. Seconded by Councilperson Schleining, the motion carried unanimously.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward
Finance Officer

Jared Carson
Mayor

ESTABLISHMENT	LICENSE	TAXES PAID	AGREEMENT	INSURANCE	10% DUE	VIDEO
JP'S FAMILY DINING~DBA CAPTAIN'S TABLE	TRANSFER		04/2019	PENDING	TO CITY	LOTTERY

Contingent upon ~~background check~~, taxes paid verification
and proof of insurance.

FRENCH CREEK RV PARK

144 s 4TH St

Custer SD 57730

605 673-3727

12 April 2017

To: City Finance Officer & City Council

Am requesting an appointment with City Council to ask for an abatement of the sewer and sewer bond charge on account #3-00300-02 for usage during the month dated 01/28/2017 to 02/28/2017. The reason being it appears there is a leak or broken line and therefore the water would not have gone into the sewer. I have talked with Lynette and she said she has helped me all she could by backing off sewer charges in the past for this same reason but didn't feel she could do anything in this situation. I was not aware of this and do appreciate her help. She also said that one of the city water guys mentioned that the meter here runs way too fast. My thought has been that there is a problem with the meter but we are still trying to locate a leak.

My request is to abate the sewer and sewer bond charges to the minimum rate because I use that line primarily for electric only camping. My due date 03/10/17 bill shows 1000 gals used and the minimum rate charged.

Bill due date 03/10	Charged	Minimum	Abatement Request
Sewer	\$278.41	\$ 24.13	\$254.28
Sewer Bond	90.55	4.75	85.80

I would greatly appreciate your concern and a positive decision.

Thank you.

Respectfully,

Diane Olson, Mgr

French Creek RV Park

File Edit Options Help

Account Number 3-00300-02 ROUND UP REAL ESTATE LLC

Transaction # 688.0

Transaction Bill-Recap Bill-Meter Bill-Non-Meter

Type Bill

Revenue Code 300 Amount 357.75

Date 3/20/2017

Description WA REV

G/L Posting Date 3/20/2017

Receipt #

Reference 1/28- 2/28 4/10

R/C	Description	Amount
300	WA REV	357.75
301	BR REVENUE	90.55
400	SW REVENUE	278.41
402	SEWER BOND	5.50

Balance Forward 0.00

Amount 732.21

Adjustment Code

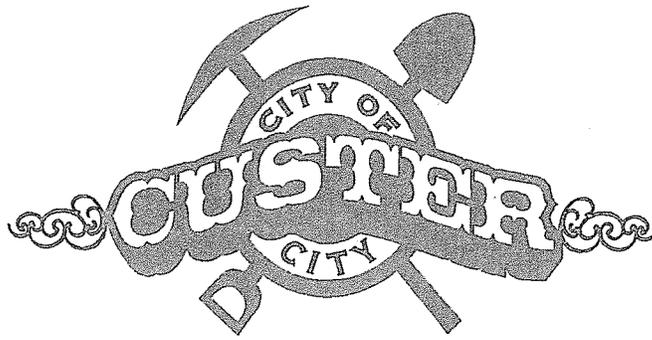
Packet 10048

Unapplied 0.00 Total 732.21

Exit

Inquiry lynnette

NOTE: Sewer bond is only \$5.50 across the table



622 Crook Street
Custer, SD 57730

Finance Department

Phone: (605) 673-4824
Fax: (605) 673-2411

February 23, 2017 Diane had asked for the City to shut the water off. Bill and Julie returned the service order stating they had explained to Diane that we could turn off the curb stop only. If she needed lines on or off within the rv park, that would be her responsibility as that was on private property and was part of her plumbing system.

She come into the office and asked for a sewer adjustment and I had told her that she had received sewer adjustments in the past and that I don't think I can help her any more. She has been told to fix said leaks so this would not be an issue. She shared with me that someone from the camp ground had turned the water on and that it ran for awhile.

The French Creek RV Park had received sewer adjustments for leaks at this property. February 2016 for \$50.64 and again in March of 2016 for \$69.63.

We have been to this property on several occasions and after hours to shut water off because of leaks.

A handwritten signature in cursive script, appearing to read "J. Smith".

RESOLUTION #04-17-17A

BRIDGE REINSPECTION

PROGRAM RESOLUTION

FOR USE WITH SDDOT RETAINER CONTRACTS

WHEREAS, Title 23, Section 151, *United States Code* and Title 23, Part 650, Subpart C, *Code of Federal Regulations*, requires initial inspection of all bridges and reinspection at intervals not to exceed two years with the exception of reinforced concrete box culverts that meet specific criteria. These culverts are reinspected at intervals not to exceed four years.

THEREFORE, the City of Custer is desirous of participating in the Bridge Inspection Program using Bridge Replacement funds.

The City requests SDDOT to hire _____ (Consulting Engineers) for the inspection work. SDDOT will secure Federal approvals, make payments to the Consulting Engineer for inspection services rendered, and bill the City for 20% of the cost. The City will be responsible for the required 20% matching funds.

Dated this 17th day of April, 2017, at Custer, South Dakota.

Jared Carson, Mayor

ATTEST:

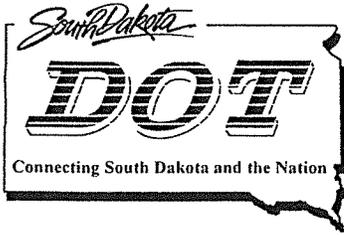
Laurie Woodward, Finance Officer

Bridge ID	County	Owner	Location	Next Insp	Insp freq	Open, Posted, Closed	Length (meters)	Built	Material	Design
17230072	17 CUSTER	3	0.1S OF US16A IN CUSTER	8/13/2017 12:00:00 AM	24	A	9.7539048	1994	7 Wood or Timber	01 Slab
17231071	17 CUSTER	3	0.1S OF US16A IN CUSTER	8/13/2017 12:00:00 AM	24	A	9.7539048	1994	7 Wood or Timber	01 Slab
17232071	17 CUSTER	3	EIGHTH ST. CUSTER	8/13/2017 12:00:00 AM	24	A	9.7536	2014	5 Prestressed Concrete	01 Slab
17234071	17 CUSTER	3	S 11TH STREET, CUSTER	8/13/2017 12:00:00 AM	24	P	8.016	1973	5 Prestressed Concrete	04 Tee Beam
17255067	17 CUSTER	3	2.2 E & 0.4 N OF CUSTER	8/14/2017 12:00:00 AM	24	A	9.35736	2011	1 Concrete	19 Culvert

ATTACHMENT A

2017 CONSULTING ENGINEERING FIRM SELECTION LIST
FOR BRIDGE INSPECTIONS

1. Aason Engineering Co., Inc. – Watertown, SD
2. Banner Associates, Inc. – Brookings and Sioux Falls, SD
3. Brosz Engineering, Inc. – Pierre, Sioux Falls and Sturgis, SD; Bowman, ND
4. Civil Design, Inc. – Brookings, SD
5. Clark Engineering Corporation – Aberdeen, Sioux Falls, and Watertown, SD
6. Collins Engineers, Inc – Chicago, IL
7. HDR, Inc. – Sioux Falls, Rapid City, SD
8. Infrastructure Design Group, Inc. – Sioux Falls, SD
9. Interstate Engineering, Inc. – Pierre and Spearfish, SD; Wahpeton and Mandan, ND
10. Jacobs Engineering Group, Inc. – St. Louis, MO
11. Johnson Engineering Company – Yankton, SD
12. Kirkham, Michael & Associates, Inc. – Omaha, NE
13. KLJ – Rapid City, SD
14. Pierce & Harris Engineering Co. – Huron, SD
15. Short-Elliott-Hendrickson Incorporated – Sioux Falls, SD
16. Stantec Consulting Services Inc. – St. Paul, MN
17. Ulteig Engineers, Inc. – Sioux Falls, SD; Fargo, ND
18. Wiss, Janney, Elstner Associates, Inc. – Northbrook, Illinois



Department of Transportation

Division of Planning & Engineering

Office of Local Government Assistance

700 East Broadway Avenue

Pierre, South Dakota 57501-2586

OFFICE: 605/773-3390

FAX: 605/773-4870

TO: CITY OF CUSTER ENGINEER or FINANCE OFFICER

FROM: Cody Axlund
Bridge Inspection Engineer

DATE: March 7, 2017

RE: BRIDGE INSPECTIONS (2017)

Dear City Official:

Attached to this memorandum is the consultant selection resolution and a computer printout of the bridges in your City that are due to be inspected during the calendar year 2017. Please review it carefully and make any comments regarding a change in status of any structure that may have been or is scheduled to be **CLOSED, REMOVED, REPLACED WITH A NEW STRUCTURE, OR REPLACED WITH A PIPE** since the last inspection. These comments may be shown on the computer printout. Please return the resolution and your changes or comments to this office by **April 1st, 2017**. Your careful attention to this list will help reduce unnecessary inspection expenses.

The U.S. Federal Highway Administration requires the initial inspection of all bridges and the reinspection at intervals not to exceed two years (Title 23, Section 151, *United States Code* and Title 23, Part 650, Subpart C, *Code of Federal Regulations*) with the exception of reinforced concrete box culverts (RCBC) that meet specific criteria. These culverts are reinspected at intervals not to exceed four years. Any government jurisdiction failing to comply with the posting and reinspection requirements of the National Bridge Inspection Standards (NBIS) Program may lose its eligibility for Federal transportation dollars.

Most South Dakota Cities have done a commendable job in initiating and following through on bridge inspections and postings.

The NBIS Program requires all structures over 20 feet in length be inspected every two years (or four years for specific RCBC) by a qualified inspector. To accomplish the inspections in your City during 2017, the following three approaches are open to you:

1. Hire a consulting engineer to inspect the bridges due for inspection and pay for these services utilizing 100% City funds;
2. Follow the prescribed South Dakota Department of Transportation (SDDOT) procedures for Consultant Selection of Engineering Services, hire the consultant of your choice and qualify for 80% Federal reimbursement participation in the cost of the inspections; or

3. Utilize one of the eighteen (18) consulting firms listed on Attachment A that are under ~~retainer contract with the SDDOT and pay 20% of the costs with City funds.~~ The procedures to implement this step are detailed below.
-

Federal Bridge Replacement Funds can be utilized to hire qualified engineering firms to perform these inspections. However, Federal regulations define specific steps, including requests for proposals, evaluation committees, competitive negotiations, etc., which must be followed when using Federal funds. In an effort to assist Cities in securing Federal funds for bridge inspections, SDDOT has undertaken competitive negotiations with several consulting engineering firms. Eighteen firms have been qualified to sign retainer agreements with SDDOT. Services performed under these retainer agreements are eligible for Federal participation.

If the City would like to utilize these firms under SDDOT retainer contracts, then the City should take the following steps:

1. The City should indicate the firm it wishes to employ in a resolution to SDDOT (copy attached) pledging to provide the local match required to obtain Federal Bridge Replacement funds.
2. SDDOT will initiate an agreement work order with the consulting engineering firm that you have selected for their execution. The consultant then forwards the three (3) original, fully executed, work orders to you for your signature. You will forward the three original, signed, work orders to this office for signature. One original will be returned to you, one original is returned to the consultant, and one original is kept on file at SDDOT.

The work order indicates the location and types of structures to be inspected in your City. It also shows estimated travel, per diem, and other costs related to the inspection. The summation of all these costs will be the basis for the maximum limiting amount of the work order.

3. If the City does not concur with the work order, it can request SDDOT to contract with another firm under retainer.
4. SDDOT will then issue a *Notice to Proceed* to the consulting engineering firm with a copy sent to the City. SDDOT will bill the City for its local match as the consultant completes its unit work products.

Cities are under no obligation to use the eighteen consulting engineering firms under SDDOT retainer agreements. Cities can still obtain Federal funds by conducting SDDOT approved competitive negotiations with other engineering firms or by using 100% City funds to pay for engineering services. SDDOT is offering these firms under retainer agreement to the Cities as a relatively quick way to get bridge inspections underway and still meet Federal requirements for competitive negotiations.

Please note that once again this year the consultants will be required to keep a ledger of their time and expenses for their inspection services. They will be reimbursed at a cost plus fixed fee rate for these services, similar to their reimbursement for design services. The flat rate per structure by structure type is no longer being used.

If you have any questions, please call me at (605) 773-3390.

REQUEST TO BE ON AGENDA
CUSTER CITY COUNCIL MEETING

RECEIVED
APR 11 2017
CITY OF CUSTER

NAME: Van Arp PHONE #: 573-4090
ADDRESS: 25574 Veterans Trail
MEETING DATE: 4/17/17

Council meets on the 1st and 3rd Monday of each month, however if such date follows on a holiday Council will meet the following day.

ACTION REQUESTED (Give a brief summary of the action you would like the Council to take):

Request use of showmobile, all barricades, cones,
and E-2 up conspires for 8/18, 8/19/17 for
Southern Hills Musical Arts Festival

REASONS FOR ACTION (Give a detailed account for the reasons you feel the Council should take the above action. Please state the history behind the request and as much information supporting your request as you can. Attach additional sheets if necessary.):

Bring more tourists into Custer to better the
economy

Have you visited with any staff or committees regarding your request, please state who (General Government Committee, Public Works Committee, Planning Commission, Community Development Director, Public Works Director, Finance Officer):

SIGNATURE

Van Arp

DATE

4/11/17

This form must be returned to the Finance Office by noon on the Wednesday preceding a regular scheduled meeting.



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

Staff Report

Request: Preliminary Plat of Lot A of Block 48 original Town of Custer City
Applicant: Howe Land Surveying
Location: 905 Mt. Rushmore Road
Legal Desc.: Lots 1, 2, & 3 of Block 48, original Town of Custer City and vacated portions of adjacent streets and alleys
Date: April 13, 2017
City Council Meeting: April 17, 2017
Prepared by Elmer Claycomb, P.E., Interim Planning Director

GENERAL

The parcel is currently occupied by the Westar Apartments. This subdivision will combine 3 lots, a 0.8' wide portion of Ninth Street, a 10.0' wide portion of the east/west alley and a 10.0' wide portion of the north/south alley into a single lot of 24,096 square feet. This is the site of the proposed Dollar General store. The property is currently zoned Highway Commercial. The intended use is a Permitted Principal use within the zone district. The site is served by City Water and Sewer with existing service lines extending into the site.

COMPREHENSIVE PLAN

The subdivision is within the area projected as Suburban Commercial on the Comprehensive Plan.

STREETS, CURBS, GUTTERS AND SIDEWALKS

The adjacent streets, being 9th Street and Mt. Rushmore Road, are paved with curb and gutter. The sidewalk ramps at the corner of 9th and Mt. Rushmore are 5' wide. The ramp necks down to an existing 4' wide sidewalk along Mt. Rushmore Road which is separated about 26 feet from the existing curb. There is no sidewalk along 9th Street.

The Streets, Sidewalks and Public Places Ordinance requires the following:

12.04.040.B – All sidewalks shall be curbside and shall be a minimum of five feet in width in commercial zones.

The Subdivision Ordinance requires the following:

16.24.020.E – Sidewalks 12' wide in Commercial Developments.

CONSTRUCTION OF IMPROVEMENTS

Subdivision Ordinance Section 16.24.50 requires public improvements to be installed prior to approval of a final plat or a performance security provided. The only improvements that appear to be necessary are sidewalks.

The Streets, Sidewalks and Public Places Ordinance (12.04.040.A.1) requires that sidewalks be constructed at the same time as the permitted structure.

EASEMENTS

The Street and Alley vacation documents contain the following statement:

“...subject to existent and future easements and right-of-way for public and private utilities...”

The applicant formally requested on March 9th that the City release the retained easements as the building will occupy portions of the vacated street and alleys. A procedure for doing this has not been established by the City Attorney.

ROUTING SHEETS

The following comments were received:

Custer County Planning Department - Errors found on Plat: Under 20' alley description – resolution no/bk/page just have xxx's and do not reference an actual recordation; spelling under water protection paragraph – the word 'described' should be described; under certificate and acknowledgement of ownership – word 'herby' should be hereby; under resolution of governing board, should state City of Custer/not County of Custer; under the finance officer section, word 'shwon' should be shown. A section of this parcel is in the floodplain and so the plat should state this.

SDDOT – No comments

PLANNING STAFF RECOMMENDATIONS

Due to the inconsistency between the Subdivision Ordinance and the Streets, Sidewalks and Public Places Ordinance and since the plat is simply consolidating existing lots and vacations, the Public Works Department and the Planning Department recommend that the requirements set forth in the Streets, Sidewalks and Public Places Ordinance be applied to this site. Thus a 5' wide sidewalk installed at the time of construction of the building would be required. It does not appear appropriate to install the sidewalk adjacent to the curb along Mt. Rushmore Road, but rather to align it with the existing ramp. The sidewalk along 9th Street should be adjacent to the curb and extend the full length of the property.

The noted revisions do not change the intent of the Preliminary Plat. The Preliminary Plat can be approved by the City Council with the corrections made to the Final Plat before it is considered by the Planning Commission.

ACTION BY PLANNING COMMISSION

The Planning Commission considered the Preliminary Plat at their meeting on April 11, 2017 and recommended that the City Council approve the Preliminary Plat of Lot A of Block 48, Original Town of Custer City.

RECOMMENDED ACTION BY CITY COUNCIL

Approve the Preliminary Plat of Lot A, Block 48, Original Town of Custer City.

622 Crook Street
Custer, SD 57730

Planning Department
E-Mail: ctyplan@gwtc.net

Phone: (605) 673-4824
Fax: (605) 673-2411

SUBDIVISION APPLICATION

Applicant: Jeff Howe - Howe Land Surveying
Address: 1830 Highland Court
Period City SD 57702
City SD **State** SD **Zip** 57702
Phone: 605-939-4833
Fax: jeff.h@howelandsurveying.com
Signature: [Signature]
Date: 2-22-17

(Owner of property if different than applicant)
Westar Apartments, LLC

Owner: Robert Wetenkamp
Address: 905 Mt Rushmore Road
Custer, SD 57730
City SD **State** SD **Zip** 57730
Phone: 605-229-1195
Signature: [Signature]
Date: _____

Agent: same as applicant
Address: _____

City _____ **State** _____ **Zip** _____
Phone: _____
Fax: _____

REVISED
9:13 am, Feb 23, 2017

Subdivision Regulation Exception: *(list specific section and description of exception)* _____

Legal Description:
Lot(s) 1, 2, 3 → TO BE CONSOLIDATED INTO LOT A **Section** 24
Block 48 **Township** 35
Subdivision Original Town of Custer **Range** 4E

Size: 0.589 (acres) **Location:** NE CORNER OF 91st ST & Mt. Rushmore Road
Physical Characteristics: WESTERN STAR APARTMENTS located at site
Water: City **Sewer:** City

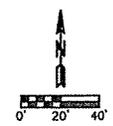
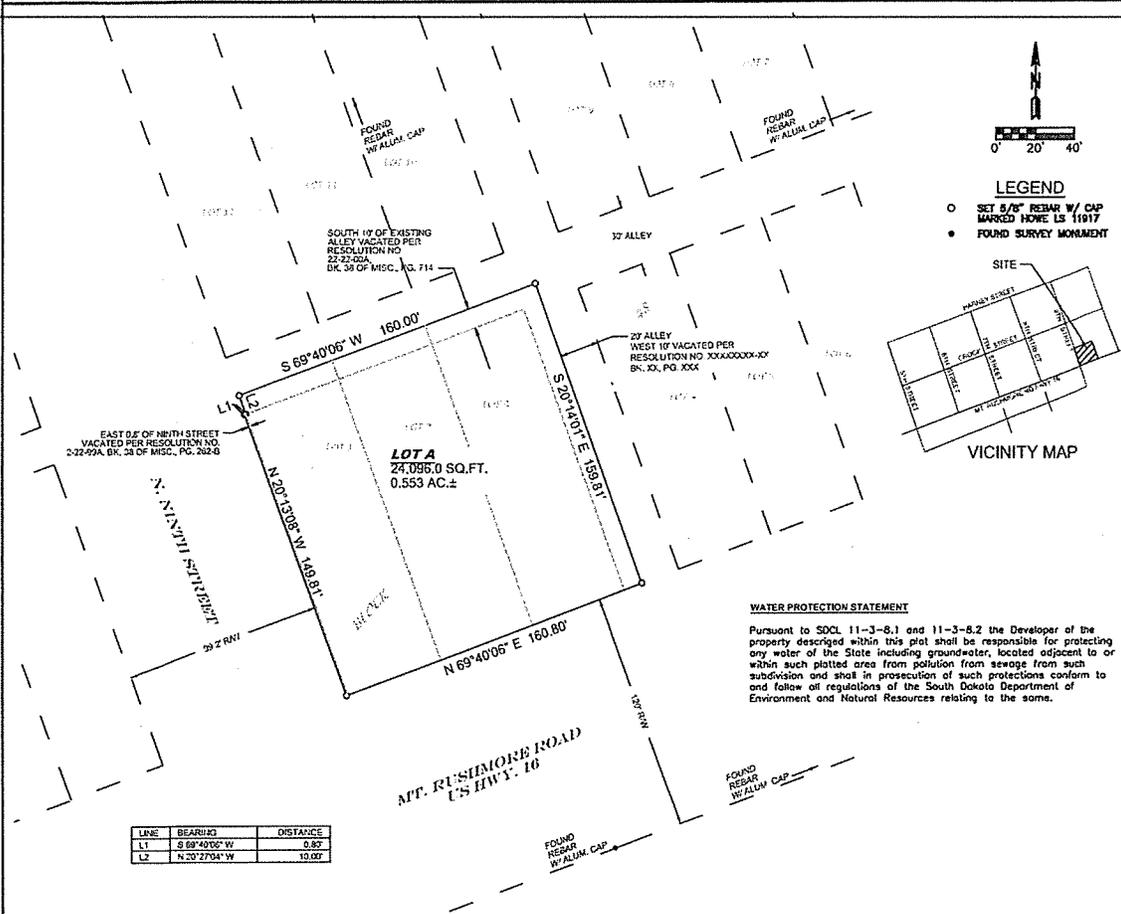
* **Revised LEGAL DESCRIPTION -**
LOT A OF BLOCK 48, ORIGINAL TOWN OF CUSTER (CITY OF CUSTER CITY),
CUSTER COUNTY, SOUTH DAKOTA.

Office Use Only

Date Received: _____	Application #: _____
Received By: _____	Tax ID #: _____
Filing Fee: _____	Planning Commission Date and Time: _____
Receipt: _____	City Council Date and Time: _____

**PLAT OF LOT A
OF BLOCK 48 OF THE ORIGINAL TOWN OF CUSTER,
(FORMERLY LOTS 1, 2 & 3 OF BLOCK 48, ORIGINAL TOWN OF CUSTER)**

LOCATED IN SECTION 24, T3S, R4E, BHM,
CITY OF CUSTER CITY, CUSTER COUNTY, SOUTH DAKOTA



LEGEND
 ○ SET 5/8\"/>



LINE	BEARING	DISTANCE
L1	S 69°40'06\"/>	
L2	N 20°27'04\"/>	

WATER PROTECTION STATEMENT
 Pursuant to SDCL 11-3-6.1 and 11-3-6.2 the Developer of the property described within this plat shall be responsible for protecting any water 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 conform to and follow all regulations of the South Dakota Department of Environment and Natural Resources relating to the same.

CERTIFICATE OF SURVEYOR
 State of South Dakota
 County of Pennington S.S.

I, Jeffrey N. Howe, Registered Land Surveyor No. 11917 in the State of South Dakota, do hereby certify that at the request of the owners stated herein, I have surveyed that tract of land shown, and to the best of my knowledge and belief, the within plat is a representation of said survey. Easements or restrictions of miscellaneous record or private agreements that are not known to me are not shown herein.

In witness whereof, I have hereunto set my hand and seal.



Jeffrey N. Howe - Registered Land Surveyor No. 11917

CERTIFICATE AND ACKNOWLEDGMENT OF OWNERSHIP

I, the undersigned do hereby certify that I am the owner of the land shown and described hereon; that the survey was done at my request for the purpose indicated hereon; that I do hereby approve the survey and within plot of said land; and that the development of this land shall conform to all existing applicable zoning, subdivision and erosion control regulations.

Any land shown on the within plot as dedicated to public right of way is hereby dedicated to public use and public utility use as such, forever, but such dedication shall not be construed to be a donation of the fee of such land.

OWNER: Westar Apartments LLC -

State of South Dakota
 County of _____ S.S.

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared XXXXXXXXXXXX, known to me to be the person described in the foregoing instrument and acknowledged to me that such corporation executed the same.

Notary Public: _____
 My Commission Expires: _____

CERTIFICATE OF COUNTY TREASURER

I, Treasurer of Custer County do hereby certify that all taxes which are liens upon the within described lands are fully paid according to the records of my office. Dated this _____ day of _____, 20____.

Custer County Treasurer _____

CERTIFICATE OF HIGHWAY AUTHORITY

It appears that every lot has an acceptable approach location onto a public road and the location of the intersection(s) of any proposed subdivision road(s) or private access road(s) with the existing public road is hereby approved.

Highway Authority _____

RESOLUTION OF GOVERNING BOARD
 State of South Dakota
 County of Custer S.S.

Whereas there has been presented to the City of Custer, South Dakota, the within plat of the above described lands and it appearing to the Council that:

- a. The system of streets set forth therein conform to the system of streets of the existing plots of the plots of said City.
- b. All taxes and special assessments upon the subdivision have been fully paid.
- c. The plat and survey thereof have been executed according to law. Now therefore, be it resolved that said plat is hereby approved in all respects.

Dated this _____ day of _____, 20____.

Mayor of the City of Custer _____

I, Finance Officer of the City of Custer, do hereby certify that at an official meeting held on the _____ day of _____, 20____ the Custer City Council, by resolution did approve the plat as shown hereon.

Custer City Finance Officer _____

CERTIFICATE OF DIRECTOR OF EQUALIZATION

I, Director of Equalization of Custer County, do hereby certify that I have on record in my office a copy of the within described plat.
 Dated this day of _____, 20____.

Director of Equalization of Custer County _____

CERTIFICATE OF THE REGISTER OF DEEDS

Filed for record this _____ day of _____, 20____,
 at _____ o'clock _____ M., in Book _____ of Plots on Page _____

Register of Deeds of Custer County _____

PREPARED BY:



1830 Hartland Court
 Rapid City, SD 57702
 (605)839-4833
 www.howelandsurveying.com



Planning Department
622 Crook Street
Custer, SD. 57730
Phone: 673-4824 Fax: 673-2411

Staff Report

Request: Preliminary & Final Plat of Lots 1 and 2 of Bauer-2 Tract of Saxton Subdivision in Section 27, T3S, R4E
Applicant: Jack Bondurant
Location: 25158 Little Teton Rd.
Legal Desc.: Bauer-2 Tract of Saxton Subdivision in Section 27, T3S, R4E
Date: April 13, 2017
City Council Meeting: April 17, 2017
Prepared by Elmer Claycomb, P.E., Interim Planning Administrator

GENERAL

Processing of this plat is to create Lot 2 which can be transferred to the owner of Revised Tract B2. Lots 1 and 2 are currently outside the city limits and thus have no zoning attached to them. Lot 2 is to be annexed to the City and zoned Highway Commercial. A succeeding plat will combine Lot 2 with Revised Tract B2 to form a single lot within the city limits zoned Highway Commercial. Issues raised by Custer County will be resolved by the succeeding plat. The process for completing these steps is covered by a Development Agreement.

The plat is for land that is adjacent to the NW corner of the City. Under SDCL 11-3-6 the City is responsible for reviewing and approving plats adjoining the City. This is not an issue of the 3 mile extraterritorial area. A copy of SDCL 11-3-6 is included at the end of this staff report.

The plat splits the existing Bauer-2 Tract into 2 parcels each of which is less than 5 acres in size. Since it is in the county there is no zoning.

The existing home which is on proposed Lot 1 is served by a private well and wastewater system. Access is from Little Teton Road.

COMPREHENSIVE PLAN

The Comprehensive Plan shows the area as Countryside Residential which has a minimum lot size of 5 acres.

ROUTING SHEET COMMENTS

Black Hills Power - We have a powerline that runs up the driveway all the way to the end.

County Register of Deeds – Under Notes should say that French Creek Road is also a driveway for Lot 2?

County Planning - The County would require a public access easement or ROW. French Road will not meet City or County Requirements. Parcel is contiguous to City. City Code requires annexation. Lot 1 and Alpha were too high for existing water utility, so annexation might be waived.

SDDOT – No comment

County GIS - With two addresses already assigned to this access (25156/25158 Little Teton Rd) you may want to consider a named road if any future addressing is required.

ISSUES TO CONSIDER/RESOLVE

The plat would create 2 lots that are both smaller than the size recommended by the Comprehensive Plan.

Three parcels would be served by the southern portion of French Road. The County regulations limit the number of parcels served by a private access easement to two. Also, without adding Lot 2 to the users of the easement it leaves the Lot without legal access.

City Council Resolution 06-17-02B requires that any area contiguous to the incorporated limits of the City which the owner desires to have platted shall first be annexed into the City before approval of the Final Plat.

PLANNING COMMISSION ACTIONS

March 14, 2017 - The initial submittal of the Preliminary Plat was tabled by the Planning Commission at their March 14th until the issues could be resolved.

Several meetings were subsequently held between representatives of the City of Custer and the applicant to resolve the issues. The conclusion was reached that the best way to proceed was to create a new plat that combined the proposed Lot 2 with Revised Tract B2 into a single Lot 2. Discussions with the Custer County Register of Deeds revealed that Lot 2 needed to be created by a plat so it could be transferred to the owner of Tract B2 prior to recording the plat that created Lot 2. Thus, the Preliminary Plat originally considered by the Planning Commission on March 14th came back before the Planning Commission on April 11th.

April 11, 2017 – The Planning Commission considered the Preliminary and Final Plats for Lots 1 & 2 of Bauer-2 Tract of Saxton Subdivision and recommended approval to the City Council.

RECOMMENDED ACTION BY CITY COUNCIL

Approve the Preliminary and Final Plats for Lots 1 & 2 of Bauer-2 Tract of Saxton Subdivision.

SDCL 11-3-6. Municipal approval for adjoining addition or subdivision--Conformity to existing plats and regulations--Taxes and special assessments--Certification--Appeal of denial. The provisions of this chapter apply to every addition to, or subdivision within, any county, municipality, or unincorporated town. If the land or any part of the land included in any addition or subdivision is within, adjoining, or contiguous to the boundaries of any municipality, the plat, before being recorded, shall be submitted to the governing body or, if applicable, the planning director of the municipality. If it appears that the system of streets set forth therein conforms to the system of streets of the existing plats of the municipality, that all provisions of any subdivision regulations have been complied with, that all taxes and special assessments upon the tract or subdivision have been fully paid, and that such plat and the survey thereof have been executed according to law, the governing body shall, by resolution, approve the plat. The governing body may by resolution designate an administrative official of the municipality to approve plats in lieu of approval by the governing body. The auditor or finance officer shall endorse on the face of the plat a copy of the resolution or the designated administrative official's approval and certify to the same. No plat of any such addition or subdivision so situated may be recorded unless the plat bears on its face a copy of the resolution or approval and certificate of the auditor or finance officer. If the designated administrative official denies the plat request, the person requesting the plat may appeal to the governing body.

Source: SDC 1939, § 45.2806; SL 1959, ch 272, § 2; SL 1979, ch 93, § 7; SL 1997, ch 74, § 1; SL 2006, ch 64, § 1.

RECEIVED

FEB 28 2017

622 Crook Street
Custer, SD 57730

Planning Department
E-Mail: cityplan@gwic.net

Phone: (605) 673-4824
Fax: (605) 673-2411

CITY OF CUSTER

SUBDIVISION APPLICATION

Applicant: Jack Bondurant
Address: Box 6041
Custer SD 57730
City State Zip
Phone: 605-517-2350
Fax: _____
Signature: [Signature]
Date 2/27/2017

(Owner of property if different than applicant)

Owner: Steve Bauer
Address: 36310 221st Street
Wessington Springs SD 57382
City State Zip
Phone: 605-673-1144
Signature: [Signature]
Date 2/28/2017

Agent: _____
Address: _____
City State Zip
Phone: _____
Fax: _____

Plat of Lots 1 & 2 of Bauer-2 Tract

Subdivision Regulation Exception: (list specific section and description of exception) _____

Legal Description:

Lot(s) _____
Block _____
Subdivision Saxton Subdivision: Bauer-2 Tract of Tract Bauer

Section 27
Township 3 South
Range 4 East

Size: 6.17 (acres) Location: 25158 Little Teton Road, Custer SD 57730
Physical Characteristics: _____
Water: _____ Sewer: _____

Office Use Only

Date Received <u>2/28/17</u>	Application #: _____
Received By: _____	Tax ID #: _____
Filing Fee: <u>\$425</u>	Planning Commission Date and Time: _____
Receipt: <u>42112</u>	City Council Date and Time: _____

SAXTON SUBDIVISION

PLAT OF LOTS 1 AND 2 OF BAUER-2 TRACT OF SAXTON SUBDIVISION
 LOCATED IN THE NE 1/4 OF SECTION 27, T3S, R4E, BHM
 CUSTER COUNTY, SOUTH DAKOTA

LEGEND

- ① CORNER FOUND THIS SURVEY NEAR WITH ALUMINUM CAP MARKED BUCHHORN SURVEYING P.L.S. 1899
- ② CORNER SET THIS SURVEY NEAR WITH ALUMINUM CAP MARKED BUCHHORN SURVEYING P.L.S. 1899
- ③ CORNER FOUND THIS SURVEY NEAR WITH ALUMINUM CAP MARKED ANDERSON 2812
- ④ CORNER FOUND THIS SURVEY NEAR WITH CAP MARKED BAYANT 2195
- ⑤ RECOVERED CORNER POINTS

NOTE

FIRM PANEL 48233 C 0113 F DATED JANUARY 6, 1912 INDICATES THE PRESENCE OF A FLOOD HAZARD AREA WITHIN THE SUBDIVISION AREA REPRESENTED ON THIS PLAT

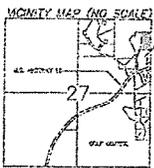
--- 20' --- 20' CENTERLINE OF 20' WIDE POWER LINE EASEMENT
 --- 20' --- 20' CENTERLINE OF 20' WIDE SEWER LINE EASEMENT

NOTE
 U.S. HIGHWAY 16 IS A 100' DEDICATED PUBLIC RIGHT-OF-WAY.

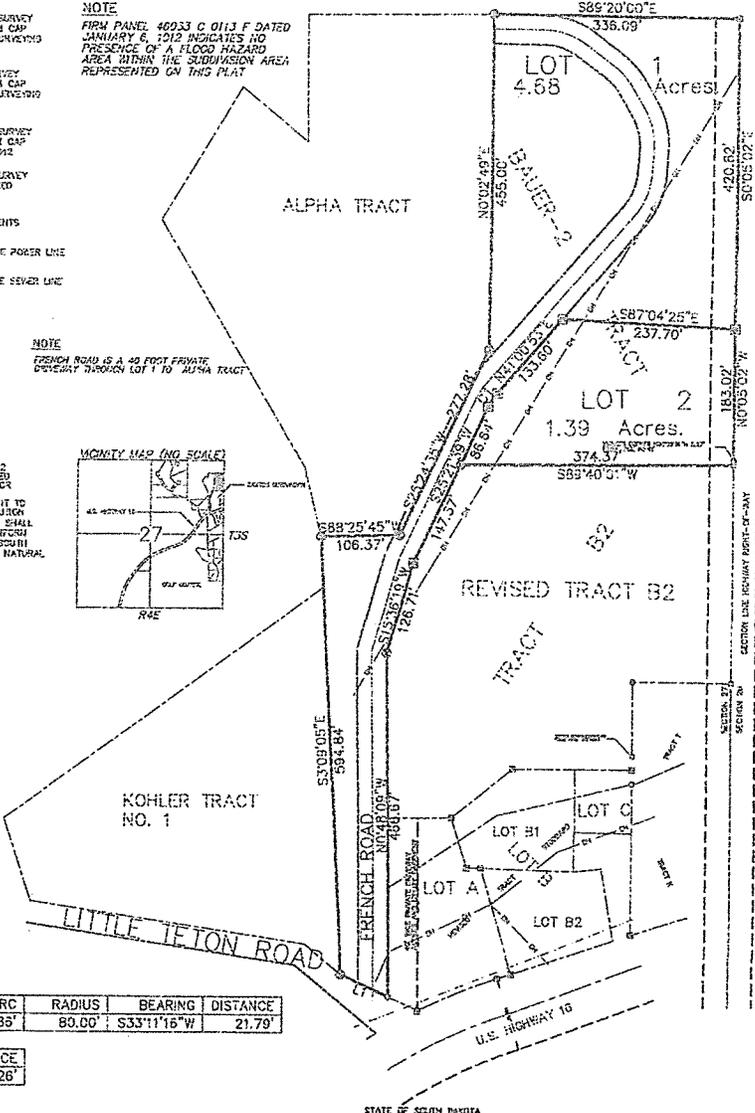
NOTE
 FRENCH ROAD IS A 40 FOOT PRIVATE DRIVEWAY THROUGH LOT 1 TO ALPHA TRACT

NOTE
 BAUER-2 TRACT IS RECORDED IN PLAT BOOK 11 PAGE 681

WATER PROTECTION STATEMENT
 PURSUANT TO SDCL 11-3-41 AND 11-3-8.2 THE DEVELOPER OF THE PROPERTY DESCRIBED BY THIS PLAT SHALL BE RESPONSIBLE FOR PROTECTING ANY WATER OF THE STATE HOLDING JURISDICTION LOCATED ADJACENT TO OR WITHIN SUCH PLATED AREA FROM POLLUTION FROM SEWAGE FROM SUCH SUBDIVISION AND SHALL IN PROSECUTION OF SUCH PROTECTIONS CONFORM TO AND FOLLOW ALL REGULATIONS OF THE SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES RELATING TO THE SAME.



PREPARED BY:
 JACK H. KINUST
 BUCHHORN SURVEYING INC
 2503 LEVISON LOOP
 CUSTER, SOUTH DAKOTA 57730
 (605) 673-5152



NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	15°39'14"	21.85'	83.00'	S33°11'16"W	21.79'

NUM	BEARING	DISTANCE
L1	N65°35'28"W	71.26'

STATE OF SOUTH DAKOTA
 COUNTY OF CUSTER S.S.

I, _____, do hereby certify that I am the owner of the land shown and described herein and that I do authorize and do hereby approve the survey and return plat of said land. We further certify that development of this land shall conform to all existing applicable zoning, subdivision, and relevant official regulations.

ON THE _____ DAY OF _____, 20____, JERRY MC J., A NATURAL PERSON, PERSONALLY APPEARED

PLACED BY ME TO BE THE PERSON(S) DESCRIBED IN THE FOREGOING CERTIFICATE AND ACKNOWLEDGED TO ME THAT THEY DEVISED THE SAME.

WITNESS MY HAND

MY COMMISSION EXPIRES _____

STATEMENT OF SURVEYOR
 FOR BUCHHORN SURVEYING INC

I, JACK H. KINUST, REGISTERED LAND SURVEYOR NO. 4896 OF THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE PERSONALLY EXAMINED THE SURVEY AND THAT THE SAME IS A CORRECT REPRESENTATION OF THE FIELD SURVEY AND THAT THE SAME IS A TRUE AND ACCURATE REPRESENTATION OF THE FIELD SURVEY.

THIS _____ DAY OF _____, 20____

BY JACK H. KINUST, REGISTERED LAND SURVEYOR



CERTIFICATE OF COUNTY TREASURER
 I, TREASURER OF CUSTER COUNTY, DO HEREBY CERTIFY THAT ALL TAXES DUE ON THE LAND SHOWN HEREON HAVE BEEN PAID ACCORDING TO THE RECORDS OF MY OFFICE. DATED THIS _____ DAY OF _____, 20____.

WITNESSED BY ME

CERTIFICATE OF HIGHWAY AUTHORITY:
 WHEREAS THE CITY OF CUSTER HAS BEEN ADVISED BY THE COUNTY ENGINEER THAT THE CITY HAS A RIGHT OF WAY IN THE NE 1/4 OF SECTION 27, T3S, R4E, BHM, CUSTER COUNTY, SOUTH DAKOTA, AND WHEREAS THE PROPOSED LOTS 1 AND 2 OF THE BAUER-2 TRACT ARE LOCATED WITHIN SAID RIGHT OF WAY.

RESOLUTION OF GOVERNING BOARD
 STATE OF SOUTH DAKOTA
 CITY OF CUSTER S.S.

WHEREAS THE CITY ENGINEER HAS BEEN ADVISED BY THE COUNTY ENGINEER THAT THE CITY HAS A RIGHT OF WAY IN THE NE 1/4 OF SECTION 27, T3S, R4E, BHM, CUSTER COUNTY, SOUTH DAKOTA, AND WHEREAS THE PROPOSED LOTS 1 AND 2 OF THE BAUER-2 TRACT ARE LOCATED WITHIN SAID RIGHT OF WAY.

ALL PROVISIONS OF ANY STATE WIDE LAND SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

ALL TAXES AND SPECIAL ASSESSMENTS WHICH THE SUBDIVISION HAVE BEEN FULLY PAID, AND THE PLAT AND SURVEY THEREON HAVE BEEN FULLY APPROVED BY THE CITY ENGINEER.

IT IS HEREBY RESOLVED THAT SAID PLAT IS HEREBY APPROVED IN ALL RESPECTS.

THIS _____ DAY OF _____, 20____

BY _____, MAYOR OF THE CITY OF CUSTER, DO HEREBY CERTIFY THAT AT AN OFFICIAL MEETING HELD ON _____ DAY OF _____, 20____, THE CITY ENGINEER HAS APPROVED THE PLAT AS SHOWN HEREON.

CERTIFICATE OF DIRECTOR OF EQUALIZATION
 I, DIRECTOR OF EQUALIZATION OF CUSTER COUNTY DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THE RETURN DESCRIBED PLAT DATED _____ DAY OF _____, 20____.

CERTIFICATE OF REGISTER OF DEEDS
 FILED FOR RECORD THIS _____ DAY OF _____, 20____ AT _____ O'CLOCK _____ M.

AND RECORDED IN BOOK _____ OF PLATS ON PAGE _____



Planning Department
622 Crook Street
Custer, SD. 57730
Phone: 673-4824 Fax: 673-2411

Staff Report

Request: Preliminary & Final Plat of Tract 2 of Lot 2 of Bauer-2 Tract and Revised Tract B2 of Saxton Subdivision in Section 27, T3S, R4E
Applicant: Jack Bondurant
Location: 25158 Little Teton Rd.
Legal Desc.: Bauer-2 Tract and Revised Tract B2 of Saxton Subdivision in Section 27, T3S, R4E
Date: April 13, 2017
City Council Meeting: April 17, 2017
Prepared by Elmer Claycomb, P.E., Interim Planning Administrator

GENERAL

The plat is for land that is adjacent to the NW corner of the City. Under SDCL 11-3-6 the City is responsible for reviewing and approving plats adjoining the City. This is not an issue of the 3 mile extraterritorial area. A copy of SDCL 11-3-6 is included at the end of this staff report.

The plat combines Lot 2 of Bauer-2 Tract of Saxton Subdivision with Revised Tract B2 of Saxton Subdivision to create a single Tract 2. Bauer-2 Tract is in the county so there is no zoning for Lot 2. Revised Tract B2 is zoned Highway commercial.

The existing home on Bauer-2 Tract is served by a private well and wastewater system. Access is from Little Teton Road. Revised Tract B2 has a "40' wide private driveway access and utility easement" extending to Little Teton Road.

COMPREHENSIVE PLAN

The Comprehensive Plan shows the area as Countryside Residential which has a minimum lot size of 5 acres.

ROUTING SHEET COMMENTS – THE FOLLOWING COMMENTS WERE RECEIVED BASED ON THE ORIGINAL PRELIMINARY PLAT FOR LOTS 1 & 2 OF BAUER-2 TRACT ROUTING SHEETS. ROUTING SHEETS HAVE NOT YET BEEN SENT OUT FOR PLAT OF TRACT 2 OF LOT 2 AND BAUER-2 TRACT AND REVISED TRACT B2 OF SAXTON SUBDIVISION.

Black Hills Power - We have a powerline that runs up the driveway all the way to the end.

County Register of Deeds – Under Notes should say that French Creek Road is also a driveway for Lot 2?

County Planning - The County would require a public access easement or ROW. French Road will not meet City or County Requirements. Parcel is contiguous to City. City Code requires annexation. Lot 1 and Alpha were too high for existing water utility, so annexation might be waived.

SDDOT – No comment

County GIS - With two addresses already assigned to this access (25156/25158 Little Teton Rd) you may want to consider a named road if any future addressing is required.

PLANNING COMMISSION ACTIONS

March 28, 2017 - The Preliminary Plat and Proposed Development Agreement for Tract 2 of Lot 2 of Bauer-2 Tract and Revised Tract B2 of Saxton Subdivision were addressed at the March 28th meeting.

The following motion was made, seconded, and approved by a 2 to 1 vote:

recommend approval of the Preliminary Plat with the addition of a public utility easement from Little Teton Road to the south line of Revised Tract B2 along the alignment of the current private access easement (French Road).

April 11, 2017 – The Planning Commission considered the Final Plat at the April 11, 2017 meeting. A motion was made, seconded and approved, to recommend approval of the Final Plat.

RECOMMENDED ACTION BY CITY COUNCIL

Approve the Preliminary and Final Plats of Tract 2 of Lot 2 of Bauer-2 Tract and Revised Tract B2 of Saxton Subdivision.

SDCL 11-3-6. Municipal approval for adjoining addition or subdivision--Conformity to existing plats and regulations--Taxes and special assessments--Certification--Appeal of denial. The provisions of this chapter apply to every addition to, or subdivision within, any county, municipality, or unincorporated town. If the land or any part of the land included in any addition or subdivision is within, adjoining, or contiguous to the boundaries of any municipality, the plat, before being recorded, shall be submitted to the governing body or, if applicable, the planning director of the municipality. If it appears that the system of streets set forth therein conforms to the system of streets of the existing plats of the municipality, that all provisions of any subdivision regulations have been complied with, that all taxes and special assessments upon the tract or subdivision have been fully paid, and that such plat and the survey thereof have been executed according to law, the governing body shall, by resolution, approve the plat. The governing body may by resolution designate an administrative official of the municipality to approve plats in lieu of approval by the governing body. The auditor or finance officer shall endorse on the face of the plat a copy of the resolution or the designated administrative official's approval and certify to the same. No plat of any such addition or subdivision so situated may be recorded unless the plat bears on its face a copy of the resolution or approval and certificate of the auditor or finance officer. If the designated administrative official denies the plat request, the person requesting the plat may appeal to the governing body.

Source: SDC 1939, § 45.2806; SL 1959, ch 272, § 2; SL 1979, ch 93, § 7; SL 1997, ch 74, § 1; SL 2006, ch 64, § 1.

622 Crook Street
Custer, SD 57730

Planning Department
E-Mail: ctyplan@gwvc.net

Phone: (605) 673-4824
Fax: (605) 673-2411

Rec'd 4/4/17

SUBDIVISION APPLICATION

Applicant: Jack Bondurant
Address: P.O. Box 6041
Custer SD 57730
City State Zip
Phone: 605-577-2350
Fax: _____
Signature: [Signature]
Date: 3-29-2017

(Owner of property if different than applicant)

Owner: Steve Bauer
Address: 36310 221st Street
Wessington Springs SD 57382
City State Zip
Phone: 605-673-1144
Signature: [Signature]
Date: 4-3-17

Agent: _____
Address: _____
City State Zip
Phone: _____
Fax: _____

Plat of Lots 1 & 2 of Bauer-2 Tract
Tract 2 of Lot 2 of Bauer-2 Tract &
Revised Tract B2

Subdivision Regulation Exception: (list specific section and description of exception) _____

Legal Description:
Lot(s) _____ Section 27
Block _____ Township 35
Subdivision Saxton Subdivision, Bauer 2 Tract of Tract Bauer Range 4E

Size: 6.17 (acres) Location: 25158 Little Teton Road
Physical Characteristics: _____
Water: _____ Sewer: _____

Office Use Only

Date Received: <u>4/4/17</u>	Application #: _____
Received By: _____	Tax ID #: _____
Filing Fee: <u>\$400</u>	Planning Commission Date and Time: _____
Receipt: _____	City Council Date and Time: _____

Request For Voluntary Annexation and Zoning

April 4, 2017

City of Custer
622 Crook Street
Custer, SD 57730

Dear Elmer Claycomb,

This letter serves as a request for voluntary annexation into the City of Custer for the following described property:

A portion of Bauer-2 Tract of Saxton Subdivision located in Section 27, T3S, R4E, BHM, Custer County, SD, more particularly described as follows:

Beginning at the southeast corner of Bauer-2 Tract of Saxton Subdivision, which is also the northeast corner of Revised Tract B2 of Saxton Subdivision; thence along the north line of Revised Tract B2 S89°40'01"W a distance of 374.37 feet to the northwest corner of Revised Tract B2; thence N25°21'39"E a distance of 86.64 feet; thence on a curve to the right with a cord bearing of N33°11'16"E and a radius of 80.00 feet, a distance of 21.86 feet; thence N41°00'53"E a distance of 133.60 feet; thence S87°04'25"E a distance of 237.70 feet more or less to a point on East line of Bauer-2 Tract; thence along the East line of Bauer-2 Tract S00°05'02"E a distance of 183.02 feet more or less to the point of beginning, containing 1.39 acres more or less.

This letter also serves as a request for zoning of the aforementioned property/lot to be: Highway Commercial.

Sincerely,



Jack Bondurant



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

Staff Report

Request: Preliminary Plat of Lots A & B of St. Germaine Subdivision
Applicant: Albert St. Germaine
Location: 25171 Sidney Park Road
Legal Desc.: Tract E of Government Lot 5 less Lot H1
Date: April 13, 2017
City Council Meeting: April 17, 2017
Prepared by Elmer Claycomb, P.E., Interim Planning Director

GENERAL

This plat falls within the 3 mile extraterritorial limit. It is almost contiguous to the town. A portion of the ROW of the new alignment of Sidney Park Road was annex by the town in 2006. The south end of the annexation is slightly over 100 feet from the northeast corner of this plat. See the attached copy of page 305 of Plat Book 12 for more detail. The proposed subdivision will split an existing 5.06 acre parcel into two lots. Lot A will be 3.00 acres and Lot B will be 2.08 acres. The lots have frontage on Sidney Park Road which is a paved county highway.

COMPREHENSIVE PLAN

The subdivision is within the area projected as Suburban Residential on the Comprehensive Plan. The Comprehensive Plan recommends a density of 0.33 to 5 dwelling units per acre for Suburban Residential. This equates to 3 acres to 0.2 acres per dwelling unit. The proposed subdivision therefore conforms to the recommendation of the Comprehensive Plan.

CLASSIFICATION OF SUBDIVISION

Chapter 16.18 of the Subdivision Ordinance provides for "Rural Subdivisions". A Class B Rural Subdivision applies to lots that are 2 acres or more in size and not served by central sewer and/or central water. The St. Germaine Subdivision meets the criteria for a Class B Rural Subdivision.

IMPROVEMENTS REQUIRED FOR A CLASS B RURAL SUBDIVISION

Streets may have gravel surfacing. No curb and gutter is required. Sidney Park Road satisfies the requirements for streets within the subdivision.

OTHER PLATTING REQUIREMENTS

The location of all existing wells within the subdivision and those located within 200 feet of any part of the subdivision shall be shown.

ROUTING SHEETS

The following comments were received:

Custer County Planning Department - We found a few spelling errors on the plat: Under first Note, subdivision is spelled wrong. Under fourth Note, Sidney is spelled wrong. We also talked

with the Register of Deeds and she feels that (less Lot H1) should still be included in the legal description and not be dropped. The legal description as of now for this parcel before the split is: TR E IN LOT 5 (LESS LOT H1) SEC 25 T3 R4.

Forest Service – No forest service access issues or concerns.

RECOMMENDATIONS

The noted revisions do not change the intent of the Preliminary Plat. The Preliminary Plat can be approved by the City Council with the corrections made to the Final Plat before it is considered by the Planning Commission.

ACTION BY PLANNING COMMISSION

The Planning Commission considered the Preliminary Plat at their meeting on April 11, 2017 and recommended approval of the Preliminary Plat with the corrections.

RECOMMENDED ACTION BY CITY COUNCIL

Approve the Preliminary Plat of St. Germaine Subdivision with the corrections.

622 Crook Street
Custer, SD 57730

Planning Department
E-Mail: cityplan@gwic.net

Phone: (605) 673-4824
Fax: (605) 673-2411

SUBDIVISION APPLICATION

 SKETCH PRELIMINARY FINAL

Applicant: ALBERT ST GERMAINE

Address: 25171 SIDNEY PARK ROAD (Owner of property if different than applicant)

CUSTER, SD 57730
City State Zip

Phone: _____

Fax: _____

Signature: Albert St Germaine

Date: 3-24-17

Owner: ALBERT ST GERMAINE

Address: 25171 SIDNEY PARK ROAD

CUSTER, SD 57730
City State Zip

Phone: _____

Signature: _____

Date: _____

Agent: JACK KNUST

Address: 25053 LEYBON LOOP

CUSTER, SD 57730
City State Zip

Phone: 673-5452

Fax: 673-5479

Attach copies of plat, any access, utility or other easements affecting the property (including book and page number), and any proposed covenants.

Surveyor/Engineer: JACK KNUST

Phone: 673-5452 Registration Number: 4896

Existing Legal Description:

Lot(s) TRACT E IN EVT. LOT 5

Block _____

Subdivision _____

Section 25

Township 3 SOUTH

Range 4 EAST

Proposed Legal Description:

Lot(s) A AND B

Block _____

Subdivision ST GERMAINE

Section 25

Township 3 SOUTH

Range 4 EAST

Size: 5.06 (acres) Location: SIDNEY PARK ROAD CUSTER

Physical Characteristics: _____

Water: WELL Sewer: SEPTIC TANK

Office Use Only

Current Zoning: _____

Surrounding Zoning: _____

North _____

South _____

East _____

West _____

Routing:

- Street Department
- Utility Department
- Attorney
- County Planning
- County Highway
- Register of Deeds
- DOE
- SDDOT
- _____
- other

Date Received: _____

Received By: _____

Filing Fee: _____

Receipt: _____

Application #: _____

Tax ID #: _____

Planning Commission Date and Time: _____

City Council Date and Time: _____

ST GERMAINE SUBDIVISION

PLAT OF LOTS A AND B OF ST GERMAINE SUBDIVISION
FORMERLY TRACT E OF GOVERNMENT LOT 5 OF SECTION
25, T3S, R4E, BHM CUSTER COUNTY, SOUTH DAKOTA

WATER PROTECTION STATEMENT

PURSUANT TO SDCL 11-3-8.1 AND 11-3-8.2 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 CONFORM TO AND FOLLOW ALL REGULATIONS OF THE SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES RELATING TO THE SAME.

NOTE

A 20' WIDE UTILITY EASEMENT SHALL FIRST 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 SATISFACTORY UTILITY EASEMENTS HAVE BEEN SHOWN.

NOTE

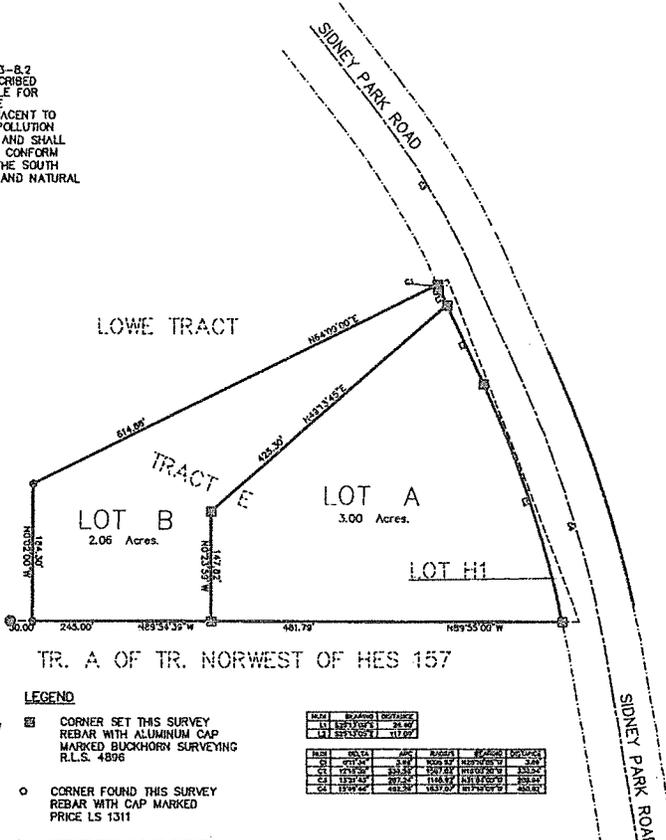
FIRM PANEL 46033C114F DATED JANUARY 3, 2012 INDICATES NO PRESENCE OF A FLOOD HAZARD AREA WITHIN THE SUBDIVISION AREA REPRESENTED ON THIS PLAT

NOTE

TRACT E IS RECORDED IN PLAT BOOK 5 PAGE 147. PLAT OF LOT H1 OF TRACT E IS RECORDED IN PLAT BOOK 5 PAGE 147

NOTE

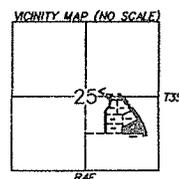
SIDNEY PARK ROAD IS A 100' DEDICATED PUBLIC RIGHT OF WAY AS PER SDCL 32-3-1



LEGEND

- ☒ CORNER SET THIS SURVEY REBAR WITH ALUMINUM CAP MARKED BUCKHORN SURVEYING R.L.S. 4896
- CORNER FOUND THIS SURVEY REBAR WITH CAP MARKED PRICE LS 1311
- ⊙ CORNER FOUND THIS SURVEY B.L.M./G.L.O. STONE MONUMENT

LINE	BEARING	DISTANCE	MARK	REMARKS
1	N89°53'00\"W	481.79	☒	TR. A OF TR. N.W. OF HES 157
2	S89°53'00\"E	481.79	☒	TR. A OF TR. N.W. OF HES 157
3	N89°53'00\"W	481.79	☒	TR. A OF TR. N.W. OF HES 157
4	S89°53'00\"E	481.79	☒	TR. A OF TR. N.W. OF HES 157



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

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 AUTHORIZE AND DO HEREBY APPROVE THE SURVEY AND THIS PLAT OF SAID LAND. WE FURTHER CERTIFY THAT DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SCENIC, AND HISTORIC CONTROL REGULATIONS.

WITNESSED BY ME ON THE _____ DAY OF _____ 20____, BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED

BY _____

BY COORDINATOR EXPRES _____

STATEMENT OF SURVEYOR
FOR BUCKHORN SURVEYING INC
I, JACK H. KNUST, REGISTERED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA, DO HEREBY STATE THAT I HAVE PERSONALLY EXAMINED THE SURVEY AND THIS PLAT OF SAID LAND AND I AM SURE THAT THE SURVEY AND THIS PLAT OF SAID LAND ARE CORRECT AND ACCURATE AND THAT THE SURVEY AND THIS PLAT OF SAID LAND COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS.

WITNESSED BY ME ON THE _____ DAY OF _____ 20____

BY JACK H. KNUST, REGISTERED LAND SURVEYOR



CERTIFICATE OF HIGHWAY AUTHORITY
I HEREBY CERTIFY THAT EVERY LOT HAS AN ACCESSIBLE APPROACH LOCATION TO THE PUBLIC ROAD AND THE LOCATION OF THE INTERSECTION OF ANY PROPOSED SUBDIVISION HIGHWAY OR DRIVE, ACCESS ROAD TO THE PUBLIC ROAD IS HEREBY APPROVED.

REGISTERED AUTHORITY _____

RESOLUTION OF GOVERNING BOARD
STATE OF SOUTH DAKOTA
CITY OF CUSTER S.S.
RESOLVED THAT WE HAVE HEREBY REVIEWED THE CITY OF CUSTER, SOUTH DAKOTA, THE WITHIN PLAT OF THE ABOVE DESCRIBED LANDS AND IT APPEARING TO BE IN ACCORDANCE WITH THE CITY CHARTER AND THE CITY CODE, WE DO HEREBY APPROVE THE PLAT OF SAID LANDS AND IT APPEARING TO BE IN ACCORDANCE WITH THE CITY CHARTER AND THE CITY CODE.

WITNESSED BY ME ON THE _____ DAY OF _____ 20____

BY _____

CITY OF CUSTER OFFICER _____

CERTIFICATE OF COUNTY TREASURER
I, TREASURER OF CUSTER COUNTY, DO HEREBY CERTIFY THAT ALL TAXES WHICH ARE DUE UPON THE WITHIN DESCRIBED LANDS ARE FULLY PAID ACCORDING TO THE RECORDS OF MY OFFICE. DATED THIS _____ DAY OF _____ 20____

TREASURER _____

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____

DIRECTOR OF EQUALIZATION _____

CERTIFICATE OF REGISTER OF DEEDS
I HEREBY CERTIFY THAT THIS PLAT OF SAID LANDS WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____ 20____ AT _____ O'CLOCK _____ M. AND RECORDED IN BOOK _____ OF PLATS ON PAGE _____

REGISTER OF DEEDS, CUSTER COUNTY _____

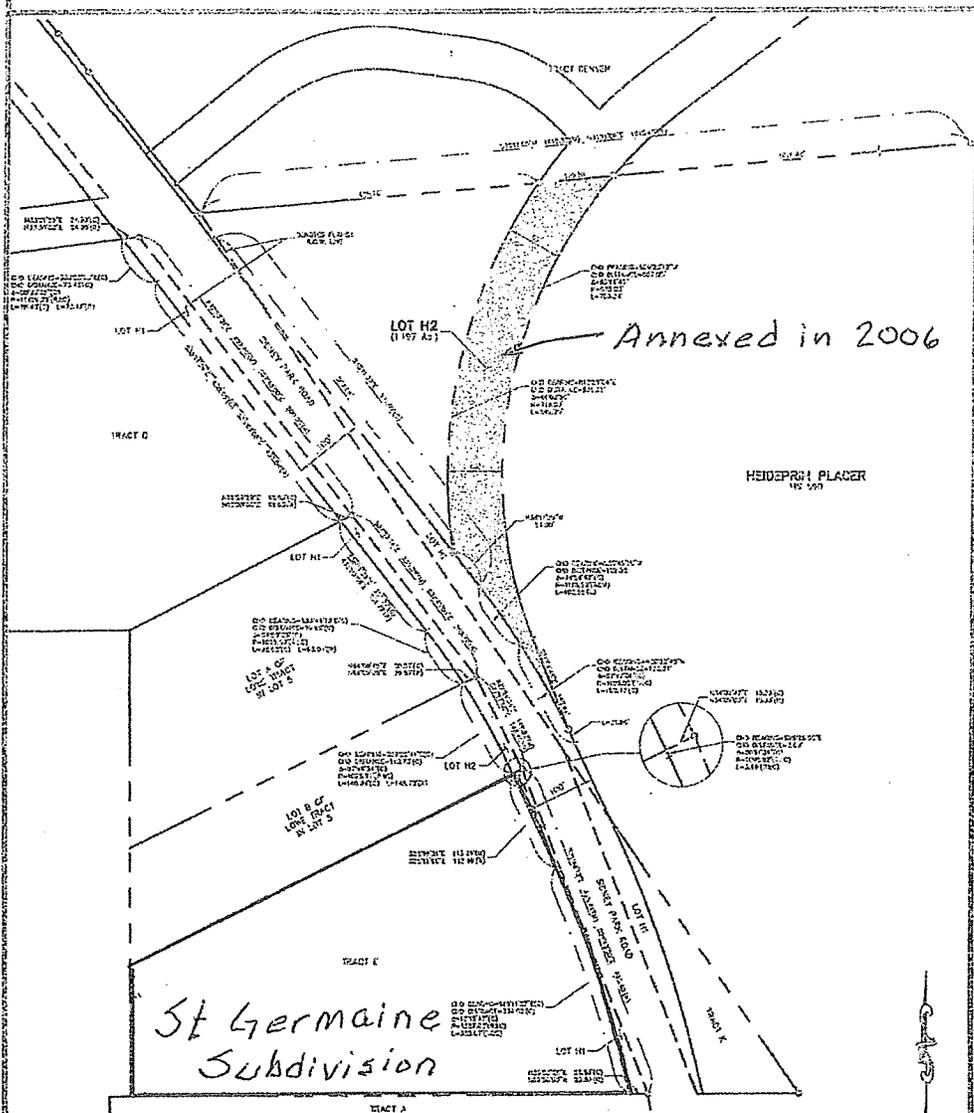
DRAWING NUMBER
12 MAT 305

DRAWING NUMBER
12 MAT 305

PLAT OF LOT H2 OF HEIDEPRIM PLACER.
 SHOWING A TRACT OF LAND TO BE ACQUIRED FOR HIGHWAY PURPOSES
 IN THE SE1/4 OF SECTION 25, T35. R4E, B.M.H.

CUSTER COUNTY, SOUTH DAKOTA

SCALE: 1" = 100'



Drawn By: RMS
 Checked By: DW

SURVEYOR'S STATEMENT

I, Derek J. Weidensee, Registered Land Surveyor No. 6119 in the State of South Dakota, do hereby certify that, as ordered by Custer County, the tract of land as shown on this plat has been surveyed of my direction and under my control, and such tract of land shall be hereafter known by the lot number designated herein. The location and dimensions of the tract are shown on this plat.

In witness whereof,
 I have set my hand and seal this 30th day of November, 2005

Derek J. Weidensee
 Registered Land Surveyor
 Registration No. 6119



FMG Inc.
 3706 Sturgis Rd.
 Rapid City, SD 57702
 (605) 342-6105

OFFICE OF REGISTER OF DEEDS

State of South Dakota 37530
 County of Custer

Filed for record this 1st day of June, 2005, at 12:40 P.M., and recorded in
 Book of Plats 12 on Page 285, therein.

10th RMS PB 396 Fernese M. Larson Register of Deeds by A. Gull Deputy **305**

This Instrument was prepared by:

FARR Technologies, on behalf of
Golden West Telecommunications
415 Crown Street
Wall, SD 57790
Phone 605-279-2161

EASEMENT

City of Custer,

the Grantors, do hereby grant and convey to Golden West Telecommunications Coop Inc. (Grantee) whose address is 415 Crown Street, Wall SD 57790 its successors, assigns, lessees, licensees and agents a perpetual easement to construct, reconstruct, operate, maintain and remove such underground telecommunications facilities as Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to-wit:

The North portions of Lot Two (2) and Three (3), and all of Lot Four (4), Block One Hundred Twenty-seven (127), Original Town, now City of Custer City, Custer County, South Dakota, being more particularly describes as all that portion of said Lots Two (2) and Three (3) lying north of a straight line 45' South of the Northwest Corner of said Lot Two (2) and running in a southeasterly direction to a point on the East line of Lot Three (3), 83' South of the Northeast Corner of said Lot Three (3).

An Easement 16.5 Feet in width, centered on the drive crossing said Lots 2, 3 & 4, as it exists currently in April, 2017.

Grantee shall have the right of ingress and egress over and across the land of the Grantor to and from the above described property. Grantee shall be responsible for all damage caused to Grantor arising from Grantee's exercise of the rights and privileges herein granted.

The Grantor and their Tenant shall be held harmless if facilities are accidentally damaged while performing generally accepted property maintenance by the Grantor or their Tenant as long as facilities are located per South Dakota state One Call laws. Said hold harmless does not extend to contractors hired by Grantor or Grantee.

The Grantor reserves the right to occupy, use and cultivate said Easement for all purposes not inconsistent with, nor interfering with the rights herein granted.

The rights, conditions and provisions of this easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

The Grantor warrants that they are the legal owners of said property and have the right to enter into this agreement.

Both parties agree that the covenants and promises contained herein are good and sufficient consideration for their respective obligations required hereunder.

IN WITNESS WHEREOF, Grantor has executed this easement as of the _____ day of _____, 2017

Name:
Title:

ACKNOWLEDGEMENT

STATE OF South Dakota

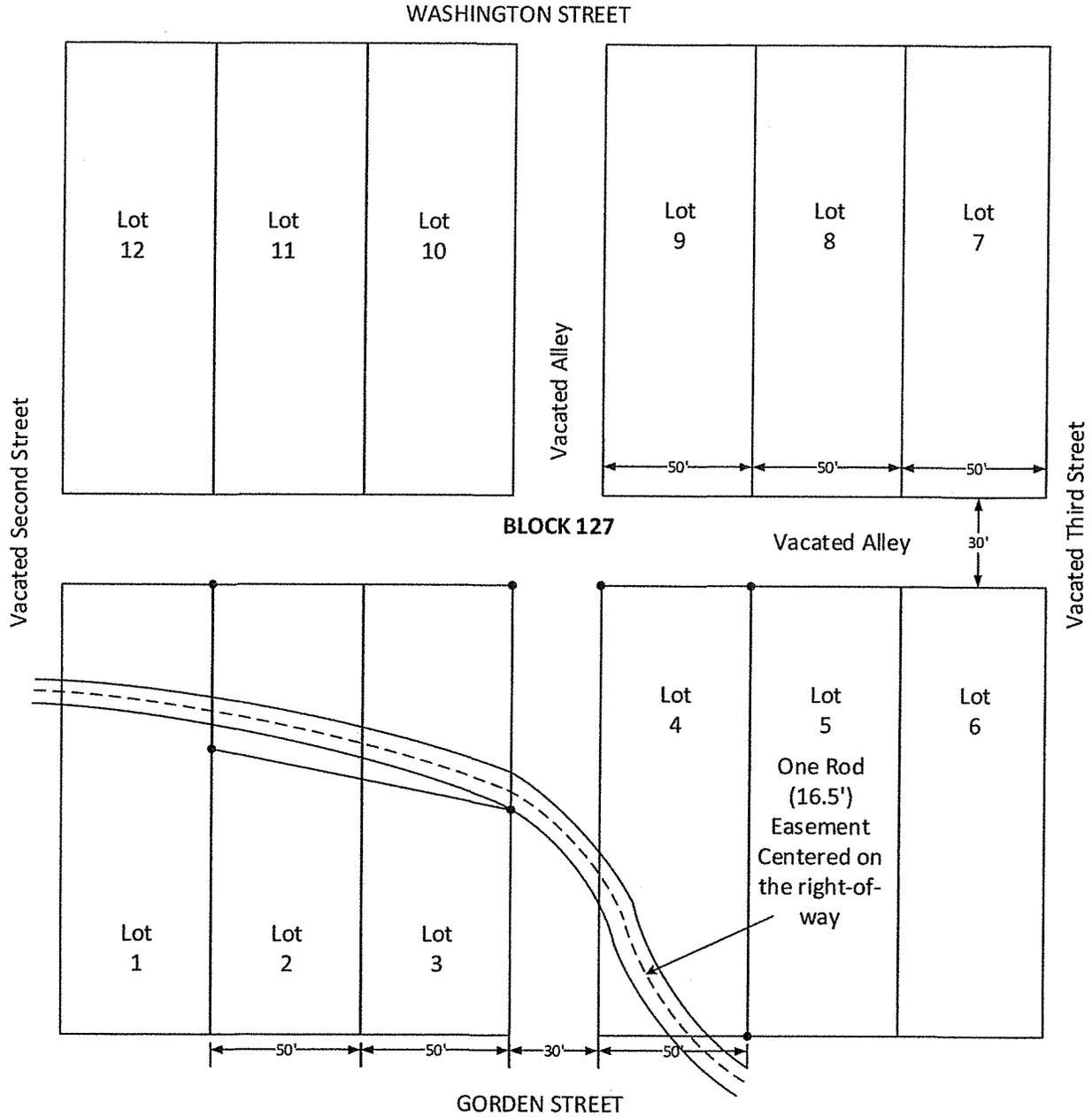
COUNTY OF Custer

On this the ____ day of _____, 2017, before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of **City of Custer**, and that he, as such being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as _____.

In witness whereof I hereunto set my hand and official seal.

Notary Public
My commission expires: _____

Exhibit A



This instrument was prepared by:
Golden West Telecommunications
415 Crown Street
Wall, SD 57790
Phone 605-279-2161

P

CA4-01



Custer FTTH 2017-2018

ATTACHMENT 1

Agreement No. 2

AGREEMENT FOR PROFESSIONAL SERVICES
FOR ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, ENGINEERING, OR
LAND SURVEYING SERVICES ONLY

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Custer, State of South Dakota, this 22nd day of September, 2016, by and between the City of Custer City, a municipal corporation hereinafter ("City"), and Advanced Engineering and Environmental Services, Inc. (AE2S) hereinafter ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as either architectural, landscape architectural, engineering, or land surveying services; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full herein. The City and Consultant agree that this Agreement shall serve as the Basic Services Agreement for multiple small projects that City wishes to complete employing AE2S. Each task order under this Agreement shall be sequentially numbered.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described herein.

3. Standard of Performance

Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with services to be performed for the City, nor shall this agreement prevent or preclude the City from procuring services covered under this agreement from other consulting firms if deemed in best interest of the City.

5. Coordination of Services

All services are to be coordinated by or with the Public Works Director (PWD) or Designee, subject to the direction of the City of Custer Common Council.

6. Place of Work

Consultant shall perform the services provided for in this Agreement at any place or location and at such times as the Consultant shall solely determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors which may be disclosed during review of Consultant's services. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference as tho set forth in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates Ted Schultz as its Operations Manager and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business license.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. City agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on September 22, 2016, and expire on December 31, 2017. There may be multi-year options to renew this agreement.

13. Termination

a. This Agreement may be terminated by City if City notifies Consultant, in writing, of City's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant if Consultant notifies City, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days

from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$40,000.00 for services provided under this Agreement at rates provided in Exhibit C attached hereto and incorporated by this reference as set forth in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for work completed, finished or relating to Consultant's services.

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly upon satisfactory completion of the services and upon submission by Consultant of an invoice delineating the services performed, in a form satisfactory to City. The invoice shall identify services by project as specified by City.

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees, subcontractors, agents and subconsultants engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees, subcontractors, agents and subconsultants of Consultant in the performance of such services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Consultant's

services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year unless specifically extended by City.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the services or termination of this Agreement, be delivered to City.

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to City within ten days, all of the documents and materials. Consultant may retain copies of these documents and materials.

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse.

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records to ensure that City is receiving all services to which City is entitled under this Agreement, or for other purposes relating to this Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. Consultant agrees to maintain all such records in City Finance Office, or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.

20. Confidentiality of Information

Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the City.

21. Indemnity

Consultant agrees to indemnify and hold harmless City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly out of, pertain to, or relate to the negligence, recklessness, or willful misconduct, or any errors or omissions of Consultant related to this Agreement as performed by Consultant or its employees, subcontractors, agents and subconsultants or other persons acting on Consultant's behalf. This agreement to indemnify and hold harmless shall apply whether such acts or omissions are the product of active negligence, or passive negligence.

22. Insurance

a. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-A, attached hereto and incorporated herein by this reference as set forth in full, issued by a company satisfactory to the City, unless the City waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of any services, file with the City evidence of insurance coverage as specified in Exhibit INS-A. Evidence of insurance coverage shall be forwarded to the City, addressed as specified in Exhibit INS-A.

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

23. Independent Contractor

a. City and Consultant agree that in the performance of the services, Consultant shall be, and is, an independent contractor, and that Consultant or its employees, subcontractors, agents and subconsultants are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees, subcontractors, agents and subconsultants are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

24. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its employees, subcontractors, agents and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation, unless specifically authorized by express prior written consent of City.

25. Conflict of Interest

Consultant shall promptly inform City of any contract, agreement, arrangement, or interest that Consultant may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Consultant's or Consultant's clients' interest in land that might be affected by the services. Consultant shall take such measures as are necessary in the performance of this Agreement to prevent actual, or the appearance of conflicts of interest.

26. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this

Agreement will be permitted only with the express prior written consent of City, which consent may be withheld for any reason.

27. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

28. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of South Dakota, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant and its employees, subcontractors, agents and subconsultants may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by City, provide copies to City of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or Federal law.

29. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

32. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of South Dakota.

33. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by Consultant pursuant to this Agreement.

34. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

35. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

36. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

37. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Consultant's compensation, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, shall be paid by the nonprevailing party in any dispute involving the terms and conditions of this Agreement.

39. Authority to Execute

City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City.

Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to AE2S, Inc., 1560 Concourse Drive, Rapid City, SD 57703, Attention: Ted Schultz.

b. Any notices to City may be delivered personally or by mail addressed to City of Custer, Public Works Department, 622 Crook Street, Custer, South Dakota 57730, Attention: Robert Morrison.

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when

agreed to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

City and Consultant agree that this Agreement constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

CITY OF CUSTER

CONSULTANT

Jared Carson, Mayor

Lisa Ansley, Operations Director
Advanced Engineering and Environmental Services, Inc.
(AE2S)

ATTEST:

Laurie Woodward, Finance Officer

EXHIBIT A SCOPE OF SERVICES

Construction Administration Services for the Water treatment improvements of the Kelley Well and Main Water Treatment Facilities. Construction Administration Services are as follows

- Construction Administration Phase includes the following:
 - Arrange and conduct a pre-construction meeting with Owner, Contractor and Subcontractors. Prepare minutes and distribute to attendees.
 - Review shop drawings and submittals from contractors.
 - Review all Contractor pay applications and make recommendations to Owner for payment.
 - Review and make recommendations to Owner regarding Change Orders.
 - Onsite inspection as required to verify Construction, a written report of observed deficiencies or variations from the design plans and specification will be submitted to the Owner.
 - Prepare punch list of incomplete items.
 - Make recommendations to Owner in regard to Substantial and Final Completion of project.

EXHIBIT B
PROJECT SCHEDULE

- Engineer will provide Construction Administration Phase services for the project through final completion of construction, **December 2017**.

EXHIBIT C
STANDARD HOURLY RATES SCHEDULE

The following standard hourly rates are subject to review and adjustment on January 1. Hourly rates for services as of the Effective Date of the Agreement are:

Labor Rates*

Administrative I	\$56.00	I&C Technician I	\$94.00
Administrative II	\$69.00	I&C Technician II	\$106.00
Administrative III	\$82.00	I&C Technician III	\$120.00
Administrative IV	\$94.00	I&C Technician IV	\$132.00
		I&C Technician V	\$145.00
Construction Services Rep I	\$84.00	I&C Specialist	\$156.00
Construction Services Rep II	\$97.00	I&C Senior Specialist	\$165.00
Construction Services Rep III	\$111.00	I&C Manager	\$174.00
Engineer I	\$100.00	Land Surveyor I	\$93.00
Engineer II	\$124.00	Land Surveyor II	\$112.00
Engineer III	\$148.00	Land Surveyor III	\$124.00
Engineer IV	\$168.00	Land Surveyor IV	\$138.00
Engineer V	\$183.00		
Engineer VI	\$206.00	Operations Specialist I	\$79.00
Engineer VII	\$220.00	Operations Specialist II	\$94.00
Engineer VIII	\$230.00	Operations Specialist III	\$118.00
		Operations Specialist IV	\$134.00
Engineering Technician I	\$64.00	Operations Specialist V	\$155.00
Engineering Technician II	\$82.00		
Engineering Technician III	\$97.00	Program Coordinator I	\$168.00
Engineering Technician IV	\$113.00	Program Coordinator II	\$179.00
Engineering Technician V	\$128.00	Program Coordinator III	\$190.00
Engineering Technician VI	\$143.00		
		Project Coordinator I	\$100.00
Financial Analyst I	\$84.00	Project Coordinator II	\$103.00
Financial Analyst II	\$99.00	Project Manager I	\$158.00
Financial Analyst III	\$116.00	Project Manager II	\$173.00
Financial Analyst IV	\$131.00	Project Manager III	\$190.00
Financial Analyst V	\$148.00	Project Manager IV	\$220.00
Financial Analyst VI	\$168.00		
Financial Analyst VII	\$183.00		
Financial Analyst VIII	\$200.00		

*Position titles are for labor rate grade purposes only.

**INSURANCE REQUIREMENTS FOR CONSULTANTS
(WITH ERRORS AND OMISSIONS REQUIREMENT)**

1. Consultant shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by Consultant, its agents, representatives, employees or subconsultants.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage. If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business automobile liability insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability.

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession of a minimum coverage of \$1,000,000, with neither Consultant and its employees, subcontractors, agents and subconsultants having less than \$500,000 individually.

d. Workers' compensation insurance in compliance with the laws of the State of South Dakota, and employer's liability insurance in an amount not less than \$1,000,000 per claimant.

2. Consultant shall, prior to performance of any services, file with the City Finance Officer certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-A. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the City Finance Officer. All certificates and endorsements are to be received and approved by the City Finance Officer before commencement of services. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the City, addressed as follows:

City of Custer
Finance Officer
622 Crook Street
Custer, SD 57730



DAKOTA PUMP INC.

The Total Solution

25524 413th Ave. - Mitchell, SD 57301 - (O) 605.996.6635 - (F) 605.996.6067
 www.dakotapump.com jimsebert@dakotapump.com

Project: Custer Replacement		Sales Rep: WL	
Location: Custer SD		Date: 3/31/2017	
		Quote: J17-22	
Qty	Description	Price	Extended
1	<p>ABS XFP 105J-CB2 PE860/4 submersible pump with 100 hp name plate motor. Design condition for this pump will 735 GPM with 230 ft of dynamic head. This pump will have a 6" inlet and 4" discharge.</p> <p>Lead time of pump will need to be confirmed.</p>	\$24,927.24	\$ 24,927.24
Total for items listed above:			\$ 24,927.24
<u>Clarifications and Exceptions</u>			tax not included
All piping, electrical, and concrete work to be done by others. Installation by others.			
<small>This proposal is subject to Dakota Pump Inc. standard Terms and Conditions. This proposal does not include any federal, state, and/or local taxes or fees. This proposal does not include any cost associated with special insurance requirements. Contractor/Subcontractor agreements may be sent to Dakota Pump Inc's attorney of choice for consultation, and any costs will be added to this proposal total and such fees must be paid in full prior to any work being performed by Dakota Pump Inc. This proposal does not include freight unless specifically stated above.</small>			
Accepted By: _____			
Print: _____			
Date: _____			
Phone: _____			
Sign: _____			
Total:			\$ 24,927.24



DAKOTA PUMP INC.

The Total Solution

25524 413th Ave. - Mitchell, SD 57301 - (O) 605.996.6636 - (F) 605.996.6067
 www.dakotapump.com jimsebert@dakotapump.com

Project: Custer Replacement Install		Sales Rep: WL	
Location: Custer SD		Date: 3/31/2017	
		Quote: J17-23	
Qty	Description	Price	Extended
1	Install allowance for submersible pump. This will be to install the XFP105J-CB2 pump.	\$995.00	\$ 995.00
Total for items listed above:			\$ 995.00
<u>Clarifications and Exceptions</u>			tax not included
All piping, electrical, and concrete work to be done by others.			
<small>This proposal is subject to Dakota Pump Inc. standard Terms and Conditions. This proposal does not include any federal, state, and/or local taxes or fees. This proposal does not include any cost associated with special insurance requirements. Contractor/Subcontractor agreements may be sent to Dakota Pump Inc's attorney of choice for consultation, and any costs will be added to this proposal total and such fees must be paid in full prior to any work being performed by Dakota Pump Inc. This proposal does not include freight unless specifically stated above.</small>			
Accepted By:			
Print:			
Date:			
Phone:			
Sign:			
Total:			\$ 995.00



DAKOTA PUMP INC.

The Total Solution

25524 413th Ave. - Mitchell, SD 57301 - (O) 605.996.6636 - (F) 605.996.6067
 www.dakotapump.com jimsebert@dakotapump.com

Project: Custer Rebuild of Hydromatic		Sales Rep: WL	
Location: Custer SD		Date: 3/31/2017	
		Quote: J17-24	
Qty	Description	Price	Extended
1	<p>Inspection and repair of Hydromatic 100hp pump. Rewind motor with inverter duty wire and class H insulation, dip & bake windings. Drive end bearing journal measured good.</p> <p>Drive end bearing housing measured good.</p> <p>Opposite drive end bearing journal measured good.</p> <p>Opposite drive end bearing housing measured good.</p> <p>Hi-Voltage Surge test</p> <p>Steam clean, Bake, Spray</p> <p>Balance rotor and coupling half to ISO 1940 G1 or better</p>	\$20,511.45	\$ 20,511.45
1	<p>Lead time will need to be confirmed</p> <p>Install allowance for rebuilt pump.</p>	\$995.00	\$ 995.00
Total for items listed above:			\$ 21,506.45
			tax not included
<u>Clarifications and Exceptions</u>			
All piping, electrical, and concrete work to be done by others.			
<small>This proposal is subject to Dakota Pump Inc. standard Terms and Conditions. This proposal does not include any federal, state, and/or local taxes or fees. This proposal does not include any cost associated with special insurance requirements. Contractor/Subcontractor agreements may be sent to Dakota Pump Inc's attorney of choice for consultation, and any costs will be added to this proposal total and such fees must be paid in full prior to any work being performed by Dakota Pump Inc. This proposal does not include freight unless specifically stated above.</small>			
Accepted By: _____			
Print: _____			
Date: _____			
Phone: _____			
Sign: _____			
Total:			\$ 21,506.45

CUSTER CITY COUNCIL MEETING

NAME: THOMAS P. BAGGOTT Ph.D. PHONE #: 520-275-4742

ADDRESS: 1570 W. CALLE CONCORDIA, TUCSON AZ 85704

MEETING DATE: April 17th 2017

Council meets on the 1st and 3rd Monday of each month, however if such date follows on a holiday Council will meet the following day.

ACTION REQUESTED (Give a brief summary of the action you would like the Council to take):

COUNCIL APPROVAL FOR CERTIFIED ESCORT RIDERS
OF AMERICA (C.E.R.A.) TO USE CITY PROPERTY
TO TEACH MOTORCYCLE RIDING SKILLS & SAFETY
DURING CUSTER CRUISIN - 2017
Custer Cruisin' voted to request using the skate park.

REASONS FOR ACTION (Give a detailed account for the reasons you feel the Council should take the above action. Please state the history behind the request and as much information supporting your request as you can. Attach additional sheets if necessary.):

PROMOTE BOTH RIDING TO STAY ALIVE &
CUSTER CRUISIN

Have you visited with any staff or committees regarding your request, please state who (General Government Committee, Public Works Committee, Planning Commission, Community Development Director, Public Works Director, Finance Officer):

Kim Cromwell Council

SIGNATURE TP Baggott Ph.D. DATE 2/1/17

This form must be returned to the Finance Office by noon on the Wednesday preceding a regular scheduled meeting.

April 3, 2017

Dear City Council,

An organization called the Certified Escort Riders of America, requested a space to demonstrate slow speed riding skills. Certificates are awarded for completing the onsite training; which most insurance companies will offer a discount to riders who have completed the advance skills training. Those that train will be allowed to test for the national certification as Escort Riders.

CERA will provide a certificate of insurance for 2,000,000.00.

They have also volunteered to escort the Mayor's and Veterans' ride. Rick Wheeler has approved this and said it will help free up manpower during a time when they certainly need it.

The Custer Cruisin' Committee voted to use the skate park for their training. Bob Morrison said he did not see a problem with this.

Thank you,

A handwritten signature in cursive script that reads "Kim Conwell".

Kim Conwell