

All City Council Meetings are recorded.

**CITY OF CUSTER CITY
COUNCIL AGENDA
August 17th, 2020 – 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 – August 3rd, 2020 Council Meeting
4. Declaration of Conflict of Interest
5. Public Hearings - Public Presentations
 - a. Public Hearing – New Retail (On-Off Sale) Malt Beverage & Wine License – Heart of Hills Catering Co LLC
 - b.
 - c.
 - d.
6. Public Comments (3-minute max. per person, with total public comment period not to exceed 15 minutes)
7. Old Business
 - a.
 - b.
8. New Business
 - a. Wastewater Treatment Plant Upgrade Engineering Amendment #2 – DGR Engineering
 - b. Wastewater Treatment Facility Improvements Geotechnical Exploration & Review Proposal
 - c. Agreement for Gravel – Corey & Jackie McCartan
 - d. Custer Drainage Improvements – Utility Conflict Add-On Request
 - e. Preliminary Plat – Lot 18A, 18B, 18C, 18D, 18E and 18F of Block 1 Stone Hill Subdivision
 - f. Harbach Park Cultural Resources Inventory Proposal for Phase 2 – Quality Services
 - g. Employee Step Increase
 - h. New Hire
 - i.
9. Presentation of Claims -
10. Department Head Discussion & Committee Reports –
11. Possible Executive Session – Personnel (1&4), Proposed/Pending Litigation (3), & Contract Negotiations (3) (SDCL 1-25-2(1,2,3,4,5,6))
12. 2021 Budget Work Session
13. Adjournment

REMINDERS

**Public Works Committee Meeting – September 8th, 2020 4:00 P.M.
Regular City Council Meeting – September 8th, 2020 5:30 P.M.
Planning Commission Meeting – September 15th, 2020 5:00 P.M.
General Government Committee Meeting – September 21st, 2020 4:00 P.M.
Regular City Council Meeting – September 21st, 2020 5:30 P.M.**

Please join my meeting from your computer, tablet or smartphone.

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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
August 3rd, 2020**

Mayor Corbin Herman called to order the first meeting of the Common Council for the month of August 2020 at 5:30 p.m. Present at roll call were Councilpersons Ryan, Pechota, Fischer and Nielsen. Present at roll call by phone was Councilperson Whittaker.

AGENDA

Councilperson Fischer moved, with a second by Councilperson Nielsen, to approve the agenda. The motion carried with Councilperson Ryan, Pechota, Fischer, Nielsen and Whittaker voting yes.

MINUTES

Councilperson Nielsen moved, with a second by Councilperson Ryan, to approve the minutes from the July 20th Council Meeting. The motion carried with Councilperson Pechota, Fischer, Nielsen, Whittaker and Ryan voting yes.

COUNCIL APPOINTMENT - OATH OF OFFICE

Councilperson Fischer moved to approve the appointment of Bob Schilling for a one-year term as Ward II Councilperson. Seconded by Councilperson Nielsen, the motion carried with Councilperson Fischer, Nielsen, Whittaker, Ryan and Pechota voting yes. Bob Schilling took his Oath of Office for a one-year term.

CONFLICTS OF INTEREST

No conflicts of interest were stated.

RESOLUTION #08-03-20A – CERTIFYING DELINQUENT ASSESSMENT

Councilperson Nielsen moved to adopt Resolution #08-03-20A, Certifying Delinquent Assessment. Seconded by Councilperson Ryan, the motion carried with Councilperson Nielsen, Whittaker, Schilling, Ryan, Pechota and Fischer voting yes.

**RESOLUTION #8-03-20A
RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CUSTER
CERTIFYING A DELINQUENT ASSESSMENT PURSUANT TO
SDCL 10-23-1.1**

The City Council of the City of Custer, State of South Dakota does hereby assess and levy on and against the several lots and parcels of land described below the respective sums of money set against each lot or parcel.

This assessment is made to defray the cost of abating a nuisance as per SDCL 34A-6-29.

The owners of said described lot or parcel have been noticed by certified mail return receipt requested and have failed to pay the amount of said described abatement.

<u>NAME OF OWNER</u>	<u>DESCRIPTION OF PROPERTY</u>	<u>AMOUNT</u>
COLLEEN RAE HICKS	LOT 9 BLOCK 26 CUSTER, SOUTH DAKOTA PARCEL #008216	\$ 473.73
	TOTAL	\$ 473.73

The City Finance Officer is directed to file this Resolution with the Custer County Auditor's Office to certify the delinquent assessment pursuant to SDCL 10-23-1.1.

CITY OF CUSTER

S/Corbin Herman, Mayor

Laurie Woodward, Finance Officer

PUBLIC COMMENTS

Hank Whitney gave an update on the Dog Park.

HVAC SERVICE AGREEMENT - HONEYWELL

Councilperson Fischer moved to approve the HVAC Service Agreement with Honeywell Building Solutions for a three year term (\$13,324.42 year 1; \$13,724.17 year 2; and \$14,135.90 for year 3). Seconded by Councilperson Ryan, the motion carried with Councilperson Whittaker, Ryan, Pechota, Fischer, Nielsen and Schilling voting yes.

COMMITTEE APPOINTMENTS

Councilperson Nielsen move to approve the committee appointments as presented, with the list on file in the Finance Office. Seconded by Councilperson Pechota, the motion carried with Councilperson Schilling, Whittaker, Ryan, Pechota, Fischer and Nielsen voting yes.

CLAIMS

Councilperson Nielsen moved, with a second by Councilperson Fischer, to approve the following claims. The motion carried with Councilperson Ryan, Pechota, Fischer, Nielsen, Schilling and Whittaker voting yes.

AFLAC, Insurance, \$718.98
Amazon, Supplies, \$387.21
Battle Mountain Humane Society, Animal Control Contract, \$1,000.00
Beesley Law Office, Professional Fees, \$2,847.00
Black Hills Chemical, Supplies, \$429.80
Black Hills Energy, Utilities, \$16,554.99
Century Business Products, Supplies, \$160.92
Collins Flags, Repairs, \$150.95
Custer Do It Best, Supplies, Repairs & Maintenance, \$278.35
DIY Controls, Supplies, \$124.99
Dacotah Bank, TIF #2, Loan Payment, CD, \$24,493.28
Delta Dental, Insurance, \$212.00
Discovery Benefits, Supplies, \$1,273.06
Discount Online Parts, Repairs & Maintenance, \$123.38
East Custer Sewer District, Monthly Reimbursement, \$1,300.00
EFTPS, Taxes, \$13,177.73
Environmental Equipment & Service Inc, Supplies, \$1,272.24
Fastenal, Supplies, \$548.75
First Interstate Bank, Supplies, \$73.85
Golden West Telecommunications, Utilities, \$522.88
Golden West Technologies, Professional Fees, \$755.50
GFOA, Supplies, \$160.00
Hach, Supplies, \$125.07
Hawkins, Supplies, \$11,800.10
Hespen Excavating, Repairs & Maintenance, \$5,914.70
Jenner Equipment, Repairs & Maintenance, \$355.90
J & M Lawn care, Cemetery Caretaker Contract, \$5,250.00
Kellogg, Scott, Reimbursement, \$111.79
Kimball Midwest, Supplies, \$444.16
Log Me In Go to Meeting, Supplies, \$51.12
Michael Todd & Company, Supplies, \$104.98
Nelson's Oil & Gas, Supplies, \$1,047.14
Pace, Supplies, \$576.81
Petty Cash, Supplies, \$371.24
Quill, Supplies, \$378.86
Rossman Trucking LLC, Repairs & Maintenance, \$2,062.50
Sanders Sanitation, Garbage Collection Contract, \$12,979.62
SD DCI, Licensing, \$26.75
SD Retirement System, \$6,379.74
SD Revenue, Supplies, \$21.30
Supplemental Retirement, \$670.00
Thomson Reuters West, Supplies, \$219.26
Trausch Dynamics, Repairs & Maintenance, \$140.97
USA Bluebook, Repairs & Maintenance, \$65.01
Verizon Wireless, Supplies, \$449.77
Warne Chemical, Supplies, \$5,787.21
Wellmark, Insurance, \$11,295.31
Wright Express, Supplies, \$986.55

YMCA, Membership, \$43.00
Mayor & Council, \$4,665.00
Finance Department, \$4,444.11
Public Buildings, \$1,364.11
Planning Department, \$7,548.01
Public Works Department, \$3,062.93
Street Department, \$6,426.80
Cruisin Department, \$153.45
Parks Department, \$8,929.85
Water Department, \$12,097.90
Wastewater Department, \$15,171.65
Total Claims \$198,088.43

DEPARTMENT HEADS & COMMITTEE REPORTS

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

2021 BUDGET WORK SESSION

Council had a work session for the 2021 budget.

ADJOURNMENT

With no further business, Councilperson Nielsen moved to adjourn the meeting at 6:56 pm.
Seconded by Councilperson Ryan, the motion carried unanimously.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward
Finance Officer

Corbin Herman
Mayor

ESTABLISHMENT	LICENSE	TAXES PAID	AGREEMENT	INSURANCE	SALES TAX NUMBER
HEART OF THE HILLS CATERING CO. , LLC	MB -NEW	✓	✓	PENDING	✓
HEART OF THE HILLS CATERING CO. , LLC	WINE - NEW	✓	✓	PENDING	✓

NOTICE OF PUBLIC HEARING UPON APPLICATION FOR THE SALE OF ALCOHOLIC BEVERAGES

Notice is hereby given that the City Council of the City of Custer City, Custer County, South Dakota will hear and consider the following for the sale of alcoholic beverage at a meeting of the City Council to be held on the 17th day of August 2020, in the Council Chambers of City Hall in said City at 5:30 p.m. of said day. Application to be considered for now or transfer pursuant to SDCL 35-4 is as follows:

Heart of the Hill Catering Co., LLC - Retail (On-Off Sale) Malt Beverage & SD Farm Wine - New
Heart of the Hill Catering Co., LLC - Retail (On-Off Sale) Wine and Cider - New

Any person or persons interested either for or against the granting of any such application may appear at the time and place above stated. Individuals needing assistance, pursuant to the Americans with Disabilities Act should contact the City Finance Officer no less than 24 hours prior to this meeting to make necessary arrangements.

Dated this 29th day of July 2020.

/s/Sydney Gramkow
Deputy Finance Officer

Custer County Chronicle - Please Publish August 5th, 2020

**AMENDMENT NO. 2 TO AGREEMENT
WASTEWATER TREATMENT PLANT UPGRADES- CUSTER, SD
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AMENDMENT TO THE AGREEMENT made March 6, 2019 between
the City of Custer, South Dakota ("Owner")
and DeWild Grant Reckert & Associates Co. d/b/a DGR Engineering ("Engineer")
for Wastewater Treatment Plant Upgrades ("Project").

Description of Engineer's revised scope of services that shall be made as part of this agreement:

Engineering will be for the addition of a Submerged Attached Growth Reactor (SAGR), Ultraviolet (UV) disinfection and related process piping and structure modifications to connect the SAGR to the existing Wastewater Treatment Facility (WWTF). Design of improvements to the interior lift station, interior force main, discharge lift station, and discharge force main will also be included. Existing WWTF improvements would be incorporated to maintain aeration basins and replace miscellaneous HVAC and controls equipment. Please see Exhibit A, Engineer's Scope of Services attached to this Amendment for additional details. Construction phase services will be under a separate amendment.

Owner and Engineer hereby amend the agreement as set forth below:

The City agrees that the total compensation for the preliminary design, and final design phases shall be increased \$ 945,000, bringing total compensation to \$ 1,014,672 at rates provided in Exhibit B, attached hereto. This scope and schedule would be amended as set forth in Exhibit A, Engineer's Scope of Service.

In all other respects, said agreement is to remain unchanged and in full force between the undersigned.

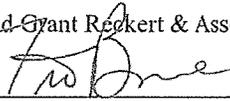
OWNER:	City of Custer, South Dakota	ENGINEER:	DeWild Grant Reckert & Associates Co.
By:	<u>Corbin Herman, Mayor</u>	By:	<u> Trent Bruce, P.E., Vice President</u>
Date Signed:	<u></u>	Date Signed:	<u>8/12/2020</u>
Address for giving notices:	<u>City of Custer</u>	Address for giving notices:	<u>DGR Engineering</u>
	<u>622 Crook Street</u>		<u>2909 E. 57th Street, Suite 101</u>
	<u>Custer, SD 57730</u>		<u>Sioux Falls, SD 57108</u>

Exhibit A

Engineer's Scope of Services

Wastewater Treatment Improvements

Consultant offers the following scope of services which incorporates the key improvements identified in the February 2020 Wastewater Facility Plan and a proposed Facility Plan amendment (September 2020) to include rehabilitation or replacement of the golf course force main. The scope includes design and bidding services, with construction phase services being contracted after bids are received and the construction schedule is known.

A. Preliminary and General Work

1. Coordination with the SD DENR to discuss the proposed changes to the facility in relation to the NPDES Permit application.
2. Stakeholder Coordination with US Department of Interior Fish and Wildlife Service, SD Game, Fish & Parks, US Forest Service, Custer County, SD Department of Transportation, Adjacent property owners.
3. Coordinate with Black Hills Council of Governments and SD DENR to prepare State Water Plan application, Funding Application, and, related SRF funding program compliance.
4. Environmental Assessment
 - a. Coordinate with required regulatory agencies to incorporate identified environmental concerns into the environmental assessment.
 - b. Develop measures to avoid, minimize or mitigate any adverse environmental impacts. Any commitments made will be specified in the environmental assessment.
5. Prepare amendment to 2020 Wastewater Facility Plan to include proposed improvements to the golf course force main from the existing WWTF to the existing Chemical Feed building. Prepare updated opinions of probable cost to reflect proposed improvements for submittal to the DENR.

B. Topographic and Utility Survey at the Wastewater Treatment Facility and along the Force Main Alignments

1. Research and verification of existing easements, plats of record, and boundary markers.
2. Set survey control.
3. Perform courthouse research and boundary survey of existing WWTF locations and proposed facilities/routes, as necessary for proposed design.
4. Perform site survey including invert elevations, ground shots, surface features.
 - a. Proposed SAGR site
 - b. Existing golf course force main route
 - c. Existing transfer force main route
 - d. Proposed discharge force main route
 - e. Existing WWTF site

5. Collect existing utility data as provided by City of Custer and private utility companies, or, as located through the SD One-Call process.

C. Geotechnical work is outside the scope of this Agreement.

1. Coordinate with AET to facilitate proposed geotechnical boring locations.
2. AET to provide soil information and recommendations related to the proposed design.
3. AET shall provide separate agreement for the City's consideration as it relates to the proposed scope of work and fees.

D. Preliminary and Final Design

Design modifications and improvements to the existing Wastewater Treatment Facility (WWTF) as previously shown in the February 2020 Wastewater Facility Plan. Improvements include the following:

1. Removal and replacement of existing HVAC and controls at existing WWTF.
 - a. Evaluate HVAC equipment (classification, replacement life, code requirements) and prepare concepts for full air handling unit replacement or rehabilitation.
 - b. Identify major electrical equipment and develop a power distribution diagram.
 - c. New electrical controls and SCADA as necessary to existing blowers and WWTF equipment.
2. Piping modifications as needed for PHWW design flow of 2.625 GPD (1,825 gpm) and a WWTF design flow of 0.75 MGD (521 gpm).
3. Design modifications to existing transfer lift station:
 - a. Perform preliminary sizing and selecting new pumps in coordination with design flows and force main design.
 - b. Perform final design and incorporation into bid documents of new pumps in coordination with force main design.
 - c. Design electrical supply and controls for new transfer station pumps.
 - d. Review transfer lift station plans to confirm no interference with HVAC improvements.
4. Design of new valve vault structure for splitting force main between SAGR and existing ponds.
5. Design of new force main from transfer station valve structure to existing ponds and demolition of existing force main – if required by design flows.
6. Design of new force main from transfer station valve structure to SAGR.
7. Design of gravity piping from ponds to SAGR – influent splitter structure – if possible, depending on SAGR invert elevation.
8. Design gravity piping from SAGR – influent splitter structure to UV disinfection to accommodate SAGR bypass.
9. Design gravity piping from SAGR – effluent structure to UV disinfection.

10. Design of new building for SAGR blowers
 - a. Develop location, size, and layouts of proposed equipment in building.
 - b. Develop structural concepts for building loads and materials.
 - c. Develop heating, ventilation and plumbing concepts for SAGR Blower and Control building.
 - d. Identify major electrical equipment and incorporate into the power distribution diagram.

11. Design of new building for UV disinfection.
 - a. Develop location, size, and layouts of proposed equipment in building.
 - b. Develop structural concepts for building loads and materials.
 - c. Develop heating, ventilation and plumbing concepts for the UV Disinfection building.
 - d. Identify major electrical equipment and incorporate into the power distribution diagram.

12. Design of new Submerged Attached Growth Reactor (SAGR)
 - a. Site layout on existing property owned by City near existing facility.
 - b. New blower sizing and selection review.
 - c. Aeration Piping from Blowers to SAGR.
 - d. Site Piping between SAGR units.
 - e. Determine the hydraulic profile between existing aeration basins, SAGR, splitter structures, UV disinfection, and lift stations
 - f. Blower power supply and controls.
 - g. Controls for valve actuators.

13. Design of UV Disinfection.
 - a. Selection of UV equipment.
 - b. New UV channel structure.
 - c. New piping from SAGR to UV channel.
 - d. Effluent Sample Point.
 - e. Electrical supply and controls of UV equipment.

14. Energy Usage and Wastewater Treatment & Pumping Sequencing Evaluation
 - a. Evaluate solar power options into analysis and selection of equipment.
 - b. Evaluate solar power options and/or off-peak electrical use with SAGR influent and effluent flows from aeration basins and/or facultative ponds, and transfer lift station pumping and discharge lift station pumping. Determine whether transfer lift station and discharge lift station pumping at the same time can be prevented. design is outside of scope of work.

15. New Gravity Piping from UV Disinfection to Discharge Lift Station.
 - a. Incorporate invert elevations from SAGR and UV disinfection into the existing discharge lift station flow inverts.

16. Rehabilitation of discharge lift station
 - a. Perform preliminary sizing, layout and selection of New Discharge Lift Station Pumps in coordination with Discharge Force Main Design
 - b. Design new pumps
 - I. Develop design points for the following:
 - i. Average Daily Flow
 - ii. Peak Hourly Wet Weather Flow
 - iii. Golf Course Effluent Flow/Force Main Pumping
 - iv. Hay Field Outfall Effluent Flow/Force Main Pumping
 - v. Confirm whether VFDs are needed to accommodate variations in Golf Course Lift Station Effluent Flows/Force Main Pumping and Hay Field Outfall Effluent Flows/Force Main Pumping
 - II. Develop size and layout of replacement pumps
 - c. Piping Modifications to Install New Pumps
 - d. New Valves
 - e. New Controls & Power Supply to Discharge Lift Station pumps
 - f. New Flow Meter & Meter Read on Discharge Force Main
 - g. Structural modifications, if any, to accommodate installation of new pumps
 - h. Review plans to evaluate potential interference with HVAC improvements.
17. New Discharge Force Main from Discharge Lift Station to Outfall South of Stockade Lake
 - a. Prepare alternative layouts for the new force main route. This will include development of plan and profile, pipe size, location, and orientation, access, evaluation of flood plain impacts and restraints. Environmental Review comments will be incorporated into the design. Develop concepts for road crossings.
 - b. Review layout and determine need for air release manholes and thrust blocks, as necessary.
 - c. Size pipe and material to coordinate with New Lift Station Pump Sizing
18. Piping Modifications/Valves for connection to Golf Course Force Main
 - a. Demolition of existing force main valve and existing chemical feed building
 - b. New valve structure directly south of WWTF to alternate effluent between golf course and new outfall
19. Golf Course Force Main Slip-lining or Replacement
 - a. From directly south of WWTF to existing golf course valve
20. Prepare updates as necessary to the Engineer's Opinion of Probable Construction Costs.
21. Development of a Storm Water Pollution Prevention Plan
22. prepare applications for construction permits to be submitted by the City.

E. Bidding Services

1. Plan and attend a pre-bid meeting, advertise bid, attend bid opening, prepare bid tabulation, and recommend award. Answer questions up to two days prior to bid opening and prepare any addendums, as necessary. The project is proposed to be split into two bidding contracts:
 - a. WWTF Improvements including the SAGR and UV Disinfection
 - b. Force Main to new Discharge location & Golf Course Force Main & miscellaneous remaining improvements at the WWTF such as discharge lift station or transfer lift station.

F. Additional Information

1. Develop a bypass pumping plan to allow the existing force main to be in operation while the discharge lift station improvements are constructed.
2. The existing force main to Flynn Creek outfall would remain in use until the SAGR and UV Disinfection are operational.

G. Proposed Schedule

Based on the permit schedule outlined by the SD DENR and previous conversations related to the City's desired construction timeline, we envision the following timetable for this work:

Permit Correspondence and Environmental Review:	July 1, 2020 – December 1, 2020
Topographic & Utility Survey:	September 1, 2020 – October 31, 2020
Apply for State Water Plan:	October 1, 2020
Begin Preliminary Design:	November 1, 2020
Submit Funding Application for WWTF:	December 31, 2020
Receive Funding Award at DENR Board Meeting:	March 20, 2021
Begin Final Design of WWTF Improvements:	April 1, 2021
Begin Final Design – Lift Station/Force Main:	April 1, 2021
Close Loans for WWTF Improvements:	July 1, 2021
Apply for State Water Plan – Lift Station/Force Main:	October 1, 2021
Submit WWTF Plans for Review:	December 1, 2021
Submit Funding Application - Lift Station/Force Main:	December 31, 2021
Open WWTF Bids:	February 1, 2022
Receive Funding Award -Lift Station/Force Main:	March 20, 2022

Open Bids for Lift Station/Force Main:	April 1, 2022
Begin Construction – WWTF:	May 1, 2022
Begin Construction of Lift Station/Force Main:	May 15, 2022
Close Loans on Lift Station/Force Main:	July 1, 2022
Submit Plans for Review:	December 1, 2022
Construction of WWTF Completed:	May 1, 2023
Construction of Lift Station/Force Main Completed:	May 1, 2023

Note: Schedule may change due to unforeseen circumstances and/or funding requirements and are subject to City of Custer decisions related to the project.

DGR ENGINEERING

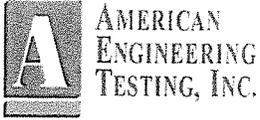
JANUARY 2020

HOURLY FEE SCHEDULE EW

Personnel Grade	Engineer Hourly Rate	Technician Hourly Rate	Administrative Hourly Rate
01	\$116	\$68	\$60
02	\$123	\$74	\$63
03	\$129	\$80	\$68
04	\$136	\$85	\$73
05	\$148	\$90	\$78
06	\$163	\$95	\$83
07	\$175	\$101	\$88
08	\$188	\$109	\$95
09	\$203	\$116	\$103
10	\$216	\$123	\$110
11	\$231	\$129	\$120
12	\$246	\$135	\$135
13	\$263	\$143	\$156
14	\$270	\$153	\$193
15	\$278	\$165	\$253

Reimbursable Expenses:

1. Standard vehicle mileage at the IRS standard mileage rate in effect at the time.
2. Survey/staking/heavy duty trucks at \$0.80 per mile.
3. Other travel, subsistence, lodging at actual out-of-pocket cost.
4. GPS Survey Equipment (when used) at \$31.25 per hour.
5. ATV and UTV Equipment (when applicable) at \$12.50 per hour.



CONSULTANTS
· ENVIRONMENTAL
· GEOTECHNICAL
· MATERIALS
· FORENSICS

August 12, 2020

Mr. Brian Raber – Public Works Director
City of Custer
622 Crook Street
Custer, South Dakota 57730

Subject: Cost Proposal – Geotechnical Exploration & Review
Custer Wastewater Treatment Facility (WWTF) Improvements
Custer, South Dakota
AET Proposal No. 17-21059

Dear Mr. Raber,

As requested by Mr. Dana Foreman (KLJ Engineering), American Engineering Testing (AET) is pleased to submit this proposal for the subsurface exploration for use in the planning and design of the above referenced project to be constructed in Custer, South Dakota. In this proposal, we present our understanding of the project, an outline of the scope of services we are to provide, and the lump sum fee for our services.

PROJECT INFORMATION

Based on the information provided, we understand the project will consist of the construction of a new Sumberger Attached Growth Reactor (SAGR), a UV Disinfection Building, and a new Blower Building at the existing Wastewater Treatment Facility (WWTF) in Custer. Additionally, piping and force main improvements will be made to existing lines extending north and west from the facility, as well as a new effluent force main extending east from the facility to a new outfall location just south of Stockade Lake.

The purpose of the geotechnical study will be to determine the subsurface soil and groundwater conditions at the WWTF site as well as along the existing and proposed utility alignments, and to evaluate the suitability of the site soils for their use in constructing the proposed structures and utilities. We understand that access to the boring locations will likely require the use of AET's rubber track mounted drill rig.

SCOPE OF SERVICES

Field Exploration

Based on the information provided, the following scope of services will be provided:

- Arrange clearance of underground public utilities through SD One Call.
- Perform a total of twenty-nine (29) Standard Penetration Test (SPT) borings at the site as shown on the attached boring location maps, and summarized as follows:
 - Six (6) borings to depths of 15 to 15 feet below grade within the proposed SAGR footprint,

1745 Samco Road | Rapid City, SD 57702

Phone (605) 388-0029 | www.amengtest.com | AA/EEO

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- Two (2) borings within the proposed Blower Building to depths of 20 feet below grade,
- Two (2) borings within the proposed UV Disinfection Building to depths of 20 feet below grade,
- Three (3) borings along the proposed Force Main Improvements to depths of 10 feet below grade,
- Four (4) borings along the proposed Piping Improvements to depths of 10 to 20 feet below grade,
- Twelve (12) borings along the proposed Effluent Force Main to depths of 10 feet below grade.

The borings will be advanced to the depths shown, or practical auger refusal, whichever is less, with either solid flite auger (FA) or hollow stem auger (HSA) borings using a rubber track mounted drill rig.

- The borings will be backfilled with on-site cuttings. Any additional cuttings will be thin-spread on site near the boring locations unless directed otherwise. Additional work for soil disposal will be an additional fee and invoiced as such.
- Due to the overall length of the utility alignments, we request that KLJ Engineering mark/survey the proposed boring locations prior to notification of SD One Call and our arrival on-site to perform the field work.

Before we drill, we will contact South Dakota One Call to locate public underground utilities. South Dakota One Call does not currently charge for this service, but they will not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, sprinkler systems, site lighting, and electric and data lines between buildings. **The client/property owner is responsible for locating all private underground utilities and structures.** Please provide us with any maps, plans and records showing the location of all private utilities and structures.

These companies usually charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner must provide maps, plans and records showing the location of all private utilities and structures. The client/property owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the property owner, any maps, plans or records, or public or private utility locator providers.

We will drill the borings using solid flite or hollow stem augers, and sampling by either the split-barrel method (ASTM D1586) or the ring lined-barrel method (ASTM D3550). Our crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration Values (N-values, "blows per foot"), preliminary soil classification, and observed groundwater levels. We will collect samples at 2½ foot intervals to a depth of 15 feet, and every 5 feet thereafter to the proposed terminal boring depths. Representative portions of recovered samples will be collected in sealed glass jars or capped brass tubes to prevent moisture loss and submitted to our laboratory for review, testing and final classification.

We will backfill the boreholes with auger cuttings and patch paved areas where applicable. Even after backfilling, some sloughing of the backfill may occur, resulting in a potential tripping hazard. We assume that the property owner will repair the boreholes after our exploration is complete (if required). AET cannot accept any liability associated with injury or loss after we leave the site.

LABORATORY TESTING

We will initiate routine laboratory testing by reviewing each recovered soil sample to assess the major and minor soil components, while also noting the color, degree of saturation, and lenses or seams in the samples. We anticipate laboratory testing to include natural moisture content, dry density, Atterberg Limits, unconfined compression, moisture-density relationship (proctor), pH, and resistivity.

On completion of testing, we will visually/manually classify each sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System and prepare the boring logs.

REPORT

We will prepare a report in which we will present logs of the test borings, laboratory test results, a review of engineering properties of the on-site soils, and our geotechnical engineering opinions and recommendations regarding the construction of the new structures and utilities. The report will include applicable foundation and concrete slab-on-grade recommendations, lateral earth pressures, site excavation, subgrade preparation/stabilization, site de-watering, utility trenching and backfilling, suitability of site soils for use as fill material, soil corrosion potential, and compaction requirements.

SCHEDULE

Weather and site access permitting, AET anticipates our field work can be scheduled within 7 to 10 working days from receiving an authorization to proceed. We anticipate the drilling can each be completed in 3 days. Laboratory testing will require approximately 7 to 10 working days. The report can be submitted within about one (1) week following the completion of the laboratory testing.

FEES

Our fees for the scope of services described above will be charged on a lump sum basis of \$18,950.00, plus applicable state and local taxes. Please note, our fees will be in effect for ninety (90) days after issuance of this proposal, after which they will be subject to review and adjustment where necessary.

ENVIRONMENTAL CONCERNS

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed "Environmental/Geotechnical Service Agreement—Terms and Conditions," which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint ventures and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

CLOSING

AET appreciates the opportunity to provide this service for you and we look forward to working with you on this project. If you have questions or need additional information, please contact us.

Sincerely,
American Engineering Testing, Inc.



Walt Feeger, PE
Senior Geotechnical Engineer

COST PROPOSAL - GEOTECHNICAL EXPLORATION
PROPOSED WWTF IMPROVEMENTS
CUSTER, SOUTH DAKOTA
AUGUST 12, 2020



AET PROPOSAL No.: 17-21059

ACCEPTANCE AND AUTHORIZATION

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER/E-MAIL ADDRESS: _____

DATE: _____

SECTION 1 - RESPONSIBILITIES

1.1 - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all services (“Services”) provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement (“Agreement”) between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order, task order or service order for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.** Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

1.4 – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

1.5 - AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

1.6 - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.7 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.8 - The AET proposal accompanying these terms and conditions is valid for ninety (90) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

SECTION 2 - SITE ACCESS AND RESTORATION

2.1 - Client will furnish AET safe and legal site access.

2.2 Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 3 - UNDERGROUND UTILITIES AND STRUCTURES (FACILITIES)

3.1 - AET’s sole responsibility under this section will be to contact the state “call before you dig” notification center (e.g. SD One Call), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 3.

3.2 - Client will mark or cause to be marked the location of all other Facilities that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 - Client acknowledges that location data may be incorrect or that some Facilities may not be capable of location and Client fully accepts this risk and waives any claims against AET for incorrect locations or Facilities incapable of location.

3.4 - Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney’s fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

SECTION 4 - CONTAMINATION

4.1 - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

4.2 - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

SECTION 5 - SAFETY

5.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET’s Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

5.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client’s or other persons’ responsibility.

SECTION 6 – SAMPLES

6.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

6.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 7 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 8 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 9 - INSURANCE

AET maintains insurance with coverage and limits shown below. AET will furnish certificates of insurance to Client upon request.

9.1 – AET maintains the following insurance coverage and limits of liability:

Workers' Compensation	Statutory Limits
Employer's Liability	\$100,000 each accident
	\$500,000 disease policy limit
	\$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim
	\$1,000,000 aggregate

9.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services, Property Damage including Completed Operations, Personal Injury, and Contractual Liability insurance applicable to AET's indemnity obligations under this Agreement.

9.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

9.4 - Professional Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services. Renewal policies during this period shall maintain the same retroactive date.

9.5 - **To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14 04 08, which includes blanket coverage for Products/Completed Operations and on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74 02 12). Any other endorsement, coverage or policy requirement shall result in additional charges.**

9.6 - AET will maintain in effect all insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

9.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 10 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 11 - PAYMENT, INTEREST, AND BREACH

11.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice, but not greater than 45 days from the date of the invoice. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

11.2 – Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

11.3 – AET reserves the right to secure any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

SECTION 12 - CHANGE ORDERS

AET's proposal associated with this project provides an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client if AET's fees are approaching the proposal amount and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services ordered under this agreement. Approval of a change order may be in writing or by electronic communication.

SECTION 13 - MEDIATION

13.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

13.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 14 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 11 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

SECTION 15 - MUTUAL INDEMNIFICATION

15.1 - Subject to the limitations contained in Sections 13 and 14, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's intentional acts or negligent performance of the Services.

15.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

15.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as a beneficiary.

15.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence or intentional acts.

SECTION 16 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 17 - MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 18 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is greater. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 19 – UNIONIZATION

AET reserves the right to negotiate an appropriate fee increase or to terminate this Agreement on three (3) days written notice to Client without incurring penalties or costs from Client, Owner and their successors, assignees, joint-venturers, contractors and subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages, directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

SECTION 20 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 21 - TERMINATION

After 7 days' written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the file.

SECTION 22 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 23 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of South Dakota without regard to its conflicts of law provisions.

SECTION 24 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any previous written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.



AMERCON-12

KREYNOLDS1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/2/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International Mountain States Limited 245 E. Roselawn Avenue, Suite 31 Saint Paul, MN 55117-1940	CONTACT NAME: Ann Ross PHONE (A/C, No, Ext): (651) 288-5137 FAX (A/C, No): (651) 286-0560 E-MAIL ADDRESS: ann.ross@hubinternational.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B :</td> <td>The Travelers Indemnity Company of America</td> <td>25666</td> </tr> <tr> <td>INSURER C :</td> <td>Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER D :</td> <td>The Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER E :</td> <td>Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	The Phoenix Insurance Company	25623	INSURER B :	The Travelers Indemnity Company of America	25666	INSURER C :	Travelers Property Casualty Company of America	25674	INSURER D :	The Travelers Indemnity Company	25658	INSURER E :	Continental Casualty Company	20443	INSURER F :	
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INSURED AMERICAN CONSULTING SERVICES INC dba AMERICAN ENGINEERING TESTING INC AM PETROGRAPHIC SERVICE 550 CLEVELAND AVE N ST PAUL, MN 55114-1804																					

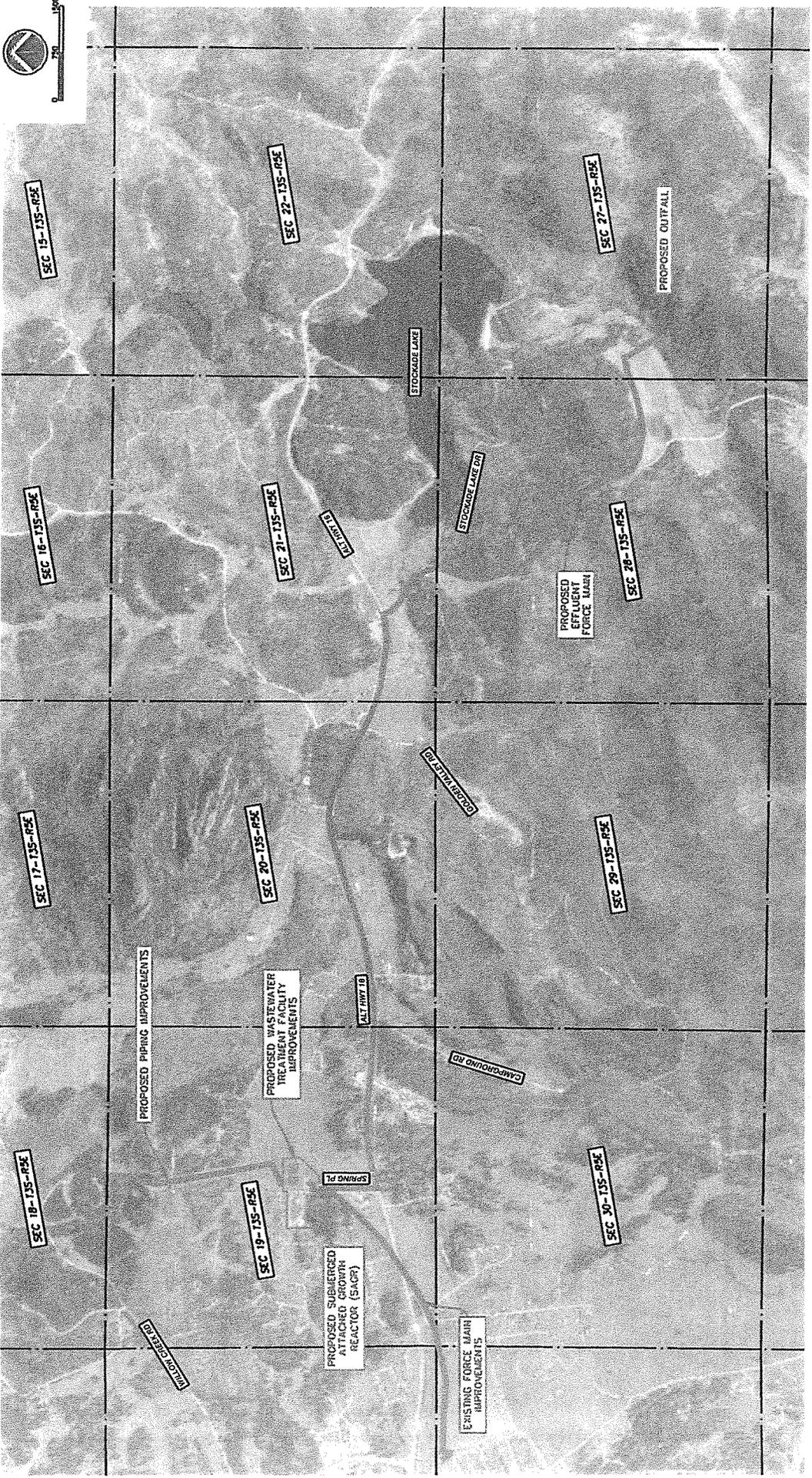
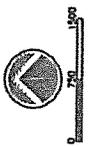
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			P630539K8896PHX20	1/1/2020	1/1/2021	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8102L6457121943G	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP3K2260091943	1/1/2020	1/1/2021	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			UB9H9151011943G	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	\$ 1,000,000
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	<input checked="" type="checkbox"/> PROF/POLL LIABILITY RETRO: 070287			ECH254066939	1/1/2020	1/1/2021	EACH CLAIM	\$ 10,000,000
				ECH254066939	1/1/2020	1/1/2021	AGGREGATE	\$ 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RENEWALS: contracts@amengtest.com

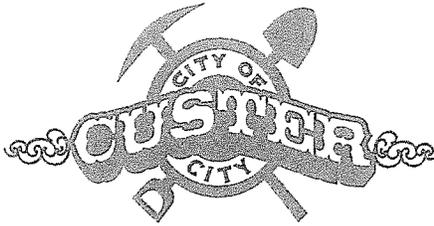
CERTIFICATE HOLDER ILLUSTRATION CERTIFICATE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



DGR ENGINEERING
 224 S. WEST ST. SUITE 101
 SIOUX FALLS, SD 57108
 (605) 339-4157 office
 (605) 339-4175 fax
 dgr.com

WASTEWATER TREATMENT IMPROVEMENTS





622 Crook Street
Custer, SD 57730

Phone: (605) 673-4824

AGREEMENT

THIS AGREEMENT entered into this 17th day of August, 2020, between Corey D & Jackie L McCartan who address is 110 Sidney Park Road, Custer, South Dakota (hereinafter referred to as "Property Owners"), and the City of Custer City, South Dakota, a South Dakota municipal corporation (hereinafter referred to as "City").

DECLARATIONS

WHEREAS, the City's wastewater discharge line broke on July 9th, 2020, within the City sewer easement that crosses such property legally described as Tract Morningside – Lot 13 (Plat of Harbach PL#570) Section 30, Township 3, Range 5, Custer County, South Dakota, with an address of 110 Sidney Park Road; and

WHEREAS, such repairs to wastewater line were made by the City and approved by said property owners; and

WHEREAS, the Property Owners brought forth a concern to the City for potential need of additional gravel due to settlement of their driveway accessing such property; and

WHEREAS, the City previously agreed to restore the Property Owners driveway and furthermore agrees to provide additional gravel for such driveway for a period of one year under terms listed below, with an expiration date of July 9th, 2021.

NOW, THEREFORE, the City and Property Owners agree to the following:

1) If such driveway to the property has any settling within the agreed upon timeframe, the City will deliver the amount of gravel required to bring the driveway up to grade, not to exceed 15 tons of gravel within the year. The property owners shall be responsible for the placement of such gravel in the driveway including equipment and labor.

City of Custer City, South Dakota

Corbin Herman, Mayor

Attest _____
Laurie Woodward, Finance Officer

Property Owners:

Corey D McCartan

Jackie L McCartan

Date: _____

Date: _____

STATE OF SOUTH DAKOTA)

COUNTY OF CUSTER)

On this ____ day of _____, _____, before me, the undersigned, personally appeared _____ who acknowledged themselves to be the property owners of 110 Sidney Park Road, and that themselves as such property owners being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing their names.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public: _____

My Commission Expires: _____

(SEAL)

NORMAN SIMON

3975 Sturgis Road, Rapid City, SD 57702
PO Box 2720, Rapid City, SD 57709
TEL 605.394.3300
FAX 605.341.3446 (*estimating*)
FAX 605.342.4513 (*accounting*)



August 12, 2020

To: Leah Berg ACES
 Tim Hartman Custer City
 Custer City Council

RE: Custer Drainage Improvements – Utility Conflicts (Revised 8/12/2020)

Attached is a request from BTM for compensation to hydrovac and locate several possible utility conflicts in location 3 and location 4. These utilities are not marked on the plans as they are for location 1 and 2, and are not easily identified from onsite inspection prior to bid.

BTM is requesting \$100 / hour for locating and verifying utility depths. This includes the miscellaneous service crossings as well as the fiber runs that parallel right next to the design storm sewer at location 3. At location 4 this includes a fiber line on the west side of the road right next to the design inlet location and a water line on the east side.

From the expected time for this work we are requesting a not to exceed amount of 20 hours (\$2142.80) between the two locations.

Simon will put 5% markup and 2.04% for SD excise tax on the pricing for a total of \$107.14 per hour.

Please let me know the City of Custer's direction on this as soon as possible so Simon and BTM know how to proceed.

Thanks,

A handwritten signature in cursive script that reads 'Chris Romanjenko'.

CHRIS ROMANJENKO

Project Manager

NORTH REGION OFFICE

3975 Sturgis Rd, PO Box 2720

Rapid City SD 57709

cromanjenko@simonteam.com

OFFICE 605.394.3300 MOBILE 605.415.1105 FAX 605.341.3446



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

Staff Report

Request: Preliminary Plat - A Plat of Lot 18A, 18B, 18C, 18D, 18E and 18F of Block 1, Stone Hill Sub
Applicant: Reindl Development
Legal Desc.: Lots 18A - 18F Stone Hill Sub - See Plat for full legal
Fee Paid: \$1150.00
Date Prepared: August 6, 2020
City Council Meeting: August 17, 2020
Prepared by Tim Hartmann, Planning Administrator

GENERAL

This plat is for a subdivision of land within Custer City located near the intersection of Wildcat Lane and Sidney Park Road. The proposed plat is the next step relating to the previously filed Lot 18 and will create the proposed 6 townhouse lots. Setbacks and structures are shown on the preliminary plat for discussion and planning but will be removed for the final plat.

ZONING

Per the City zoning map the property affected by this plat is currently zoned Residential.

ACCESS AND PUBLIC SERVICES

Access to the area is primarily provided by Wildcat Lane on the North side of the proposed parcel. City sewer and water services are nearby in Wildcat Lane.

TOWNHOME REVIEW

Reindls plan to build 3 two-unit townhomes (6 units total). Staff has reviewed the Townhouse requirements set forth in CMC 17.12.080.E. All townhome lot sizes and regulations appear to be satisfied.

- Minimum Side Setback Required (nonparty wall) 6' - - 8' will be provided.
- Exterior Maintenance Easement provided in Note.
- Lot Size Required (1 common wall) 5000sqft - - 7841 sqft and 8712 sqft to be platted.
- Setbacks planned per Stone Hill amended setbacks accepted by City Council March 2008.

SUMMARY AND STAFF RECCOMENDATION

Approval of the preliminary plat and site plan and then starting construction is standard for townhouse development to assure proper lot alignment with the party wall and lot line. Staff has explained to the Reindls that the foundations will need to be completed with the final plat to then be presented within 1 year of approval of the preliminary plat. Staff supports a recommendation of approval for this preliminary plat to the City Council.

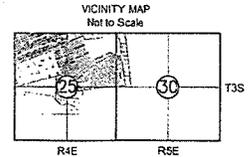
UPDATE FOLLOWING PLANNING COMMISSION ON 8/11/2020

PC discussed this plat at their August 11th meeting. A discussion was held primarily concerning townhouse zoning requirements, location of utilities, and the curbside sidewalk. After the discussion, Commissioner Moore moved, with a second by Commissioner Olson to recommend approval of the Plat by the Council. Commissioner Moores motion carried with Commissioners Olson, Moore, Uhrich, and Johnson all voting yes.

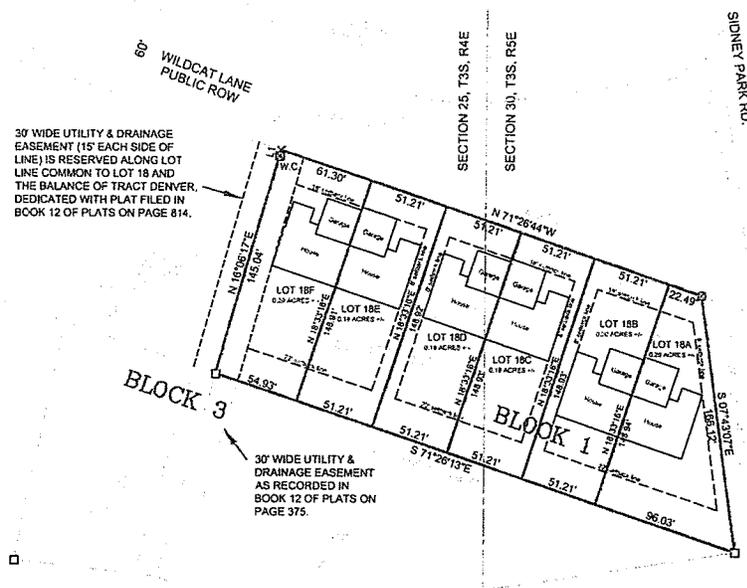
Staff also recommends approval of the preliminary plat.

A PLAT OF
 LOT 18A, 18B, 18C, 18D, 18E AND 18F OF BLOCK 1, STONE HILL SUBDIVISION, LOCATED IN
 THE NE 1/4 OF SECTION 25, T3S, R4E, AND THE NW 1/4 OF SECTION 30, T3S, R5E, ALL IN
 BHM, CITY OF CUSTER, CUSTER COUNTY, SOUTH DAKOTA
 FORMERLY LOT 18, BLOCK 1

See Book 12 of Plats on
 page 814 for a plat of Lot 18.



Course	Bearing	Distance
L1	N 16°06'17" E	4.00'



LEGEND

- ⊞ Set rebar w/aluminum cap marked "ANDERSEN ENC PLS 5906"
- ⊞ Found rebar w/aluminum cap marked "ANDERSEN PLS 2842"
- ⊞ Found rebar w/plastic cap marked "ANDERSEN PLS 2842"
- × Angle point not monumented
- Slant lettering denotes record calls



DATE SURVEYED
 19 Feb. 2020

THE 66' SECTION-LINE R.O.W. WITHIN TRACT DENVER WAS VACATED WITH PLAT RECORDED IN BOOK 12 OF PLATS ON PAGE 375.

A 20' WIDE UTILITY & DRAINAGE EASEMENT IS RESERVED ALONG THE INSIDE OF ALL EXTERIOR LINES TO TRACT DENVER.

TOWNHOUSES SHALL HAVE SIX-FOOT (6') EXTERIOR MAINTENANCE EASEMENT ON EITHER SIDE OF A COMMON LOT LINE TO PROVIDE ADEQUATE ROOM FOR MAINTENANCE, REPAIR AND ALTERATIONS.

BASIS OF BEARING - GPS OBSERVATION
 taken S 42°48'00"W 1627.84' from the SW corner of Lot 18A, Block 1.
 OPUS STATIC SOLUTION NAD83(2011)
 LAT: 43°45'39.08470"
 LONG: -103°34'58.49773"



No area of special flood hazard exists within this subdivision according to Flood Hazard Insurance Rate Map Panel No. 46033C0114F, effective date: Jan. 6, 2012.

CERTIFICATE OF SURVEYOR

I, Dustin M. Ross Registered Land Surveyor No. 13405 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.
 IN WITNESS WHEREOF, I hereunto set my hand and official seal.
 Dated this ___ day of ___, 2020.

Dustin M. Ross SDRLS No. 13405

STATE OF _____ COUNTY OF _____

The _____ does hereby certify that it is the owner of the within described lands and that the within plat was made at its direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
 Dated this ___ day of ___, 2020.

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.

CERTIFICATE OF COUNTY TREASURER

I, Custer County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.
 Dated this ___ day of ___, 2020.

Custer County Treasurer

ACKNOWLEDGMENT OF OWNERSHIP

STATE OF _____ COUNTY OF _____
 On this the ___ day of ___, 2020, before me, the undersigned officer, personally appeared _____, Member of _____, known to me or satisfactorily proven to be the person described in the foregoing instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.
 IN WITNESS WHEREOF I hereunto set my hand and official seal.

Notary Public My commission expires _____

RESOLUTION OF THE CITY COUNCIL

Whereas there has been presented to the City Council of Custer, South Dakota, the within plat of the above described lands, and it appearing to the Council that said plat conforms to the existing plats of said City, that the streets set forth therein conforms to the system of streets of the municipality, that all provisions of the subdivision regulations have been complied with, that all taxes and special assessments upon the tract have been fully paid, and that said plat and the survey thereof have been executed according to law, now therefore,
BE IT RESOLVED, that said plat is hereby approved in all respects.
 Dated at Custer, South Dakota this ___ day of ___, 2020.

Mayor

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 the proposed subdivision road(s) with the existing public road(s) is hereby approved.

Highway Authority Date: _____

CERTIFICATE OF CITY FINANCE OFFICER

I, Finance Officer of the City of Custer, South Dakota, do hereby certify that the foregoing instrument is a true and correct copy of the resolution adopted by the City Council of Custer, South Dakota at a meeting held on the ___ day of ___, 2020.

Custer City Finance Officer

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION

I, Director of Equalization of Custer County, do hereby certify that my office has been furnished with a true copy of the within plat.
 Dated this ___ day of ___, 2020.

Director of Equalization of Custer County

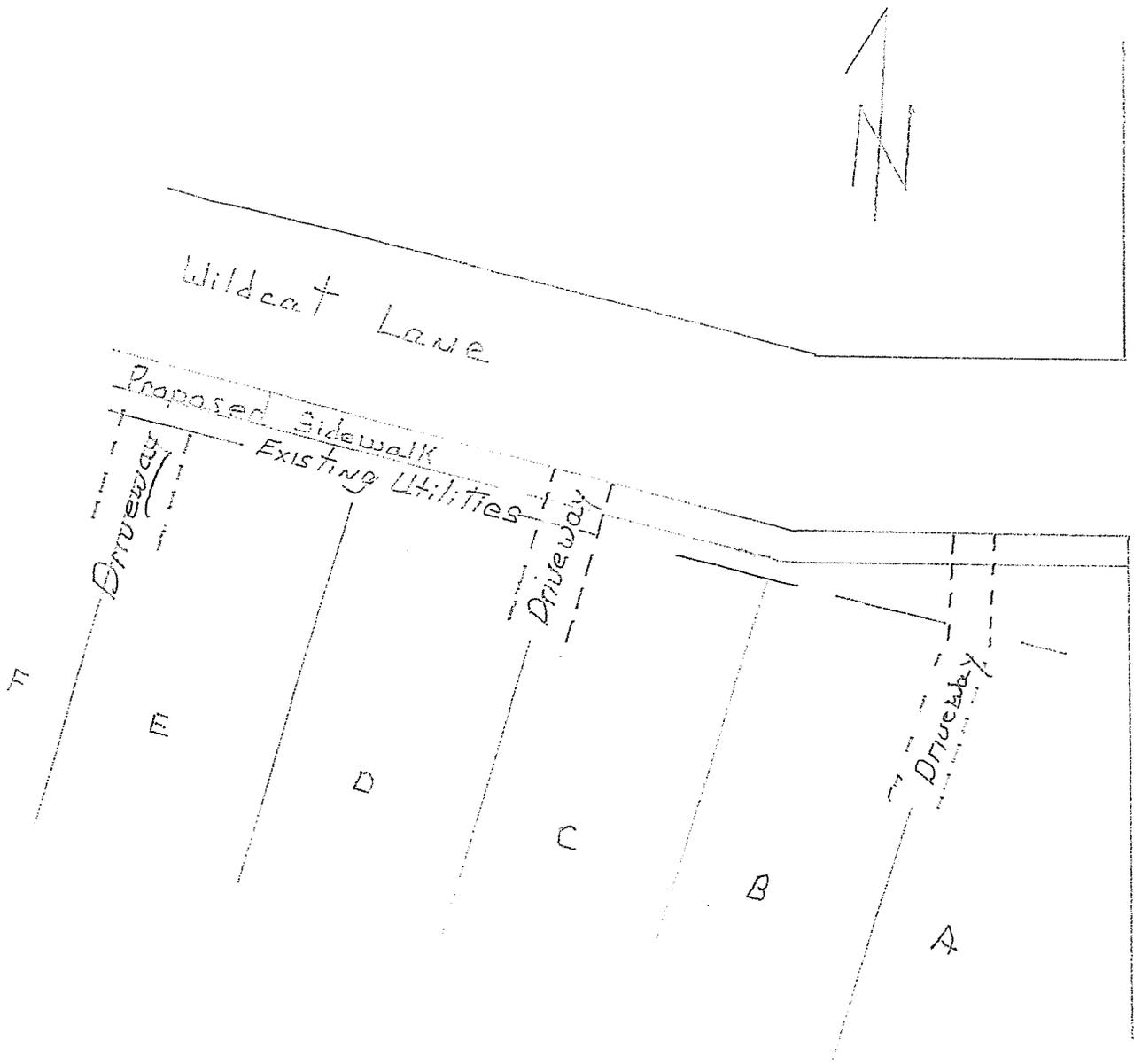
OFFICE OF THE REGISTER OF DEEDS

Filed for record this ___ day of ___, 2020, at _____ o'clock _____ M., and recorded in Book _____ of Plats on page _____.

Custer County Register of Deeds

Prepared by
ANDERSEN ENGINEERS
 Land Surveyors, Professional Engineering, & Environmental Scientists

Drawn by RW	Date 3/3/2020	P.O. Box 446 Edgemont, SD 57735 (605) 662-5500 andersenengineers@gwic.net
Approved by McB	Date 3/4/2020	
Scale 1"=50'	Sheet 1 of 1	File Name L18_B1_STONE_HILL

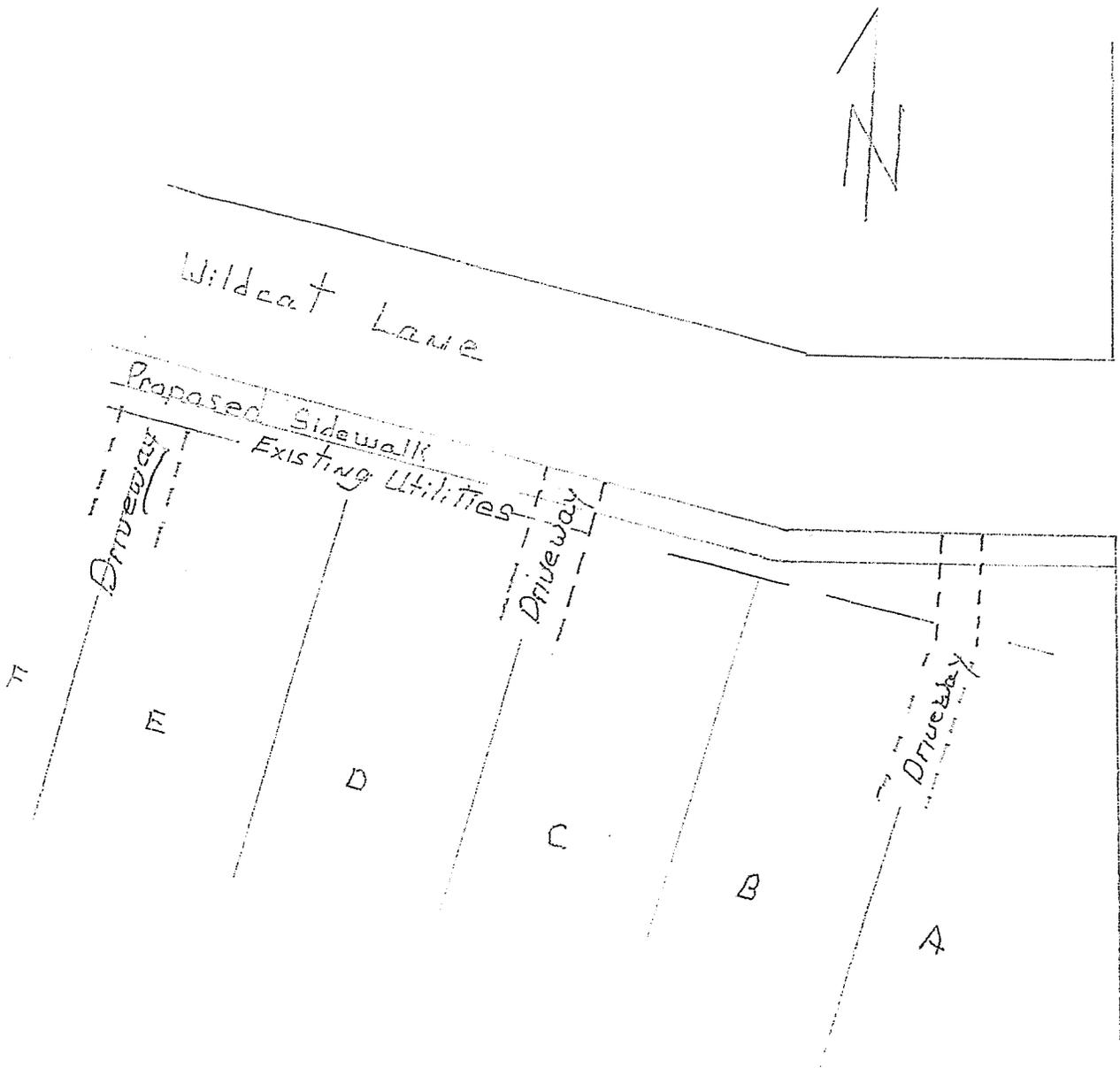


Sidney Park Rd.

Stone Hill Town Homes

Existing Utilities: Water, Sewer, Power, Phone.
 Sidewalk to follow existing curb.

Not to Scale.



Sidney Park Rd.

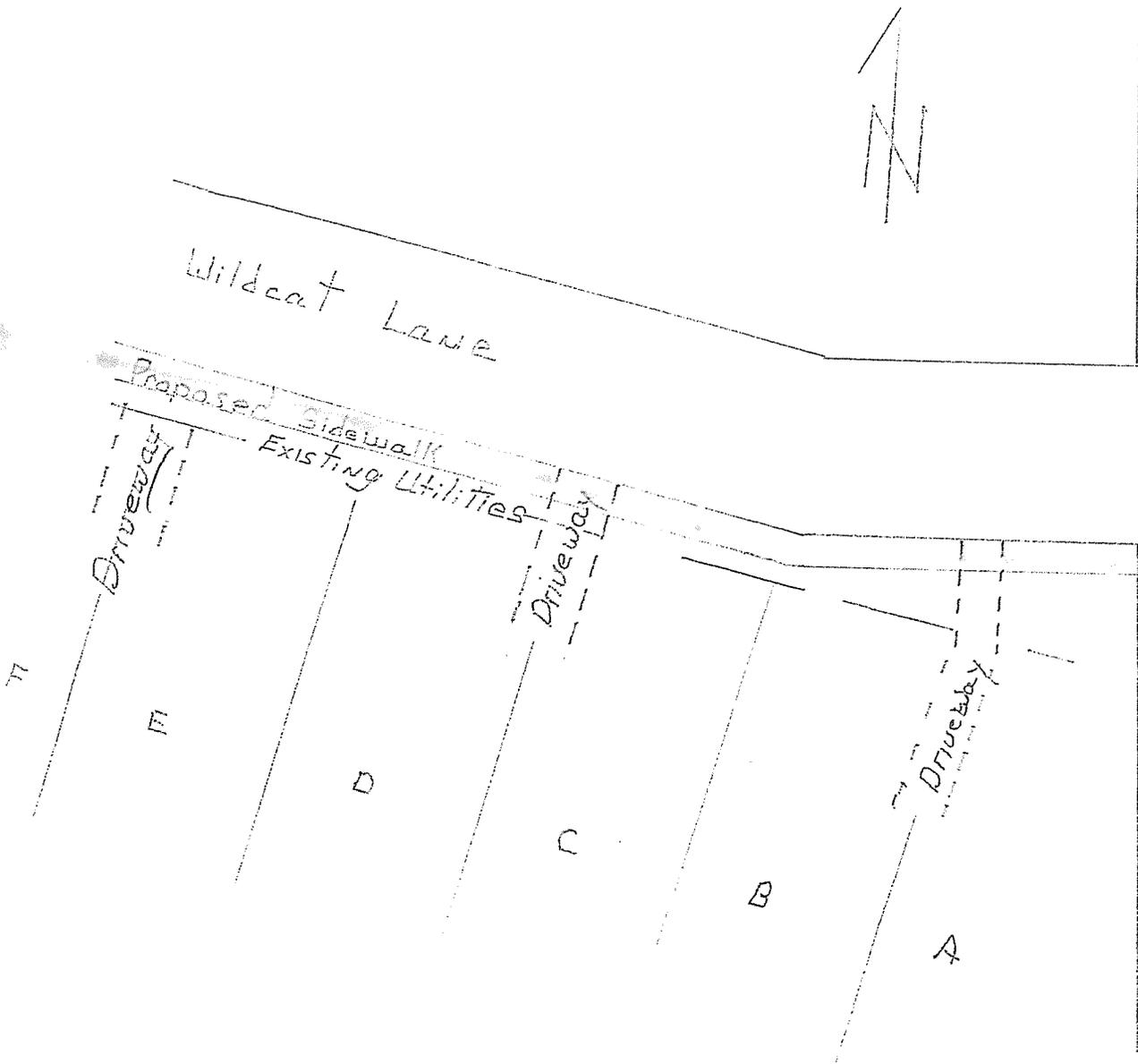
Stone Hill Town Homes

Existing Utilities: Water, Sewer, Power, Phone.
 Sidewalk to follow existing curb.

Not to Scale.

6" PVC H₂O Main

Sidney Park Rd.



Stone Hill Town Homes

Existing Utilities: Water, Sewer, Power, Phone.
Sidewalk to Follow existing curb.

Not to Scale.

8" PVC Sewer Main



Quality Services, Inc.

Technology, Architectural History, Biology, Geophysics, GIS

History, LIDAR, NEPA, Paleontology, Tribal Consultation, Wetlands Studies

1621 Sheridan Lake Road, Suite A, Rapid City, South Dakota 57702-3432 - Phone 605-388-5309

Email info@qualityservices.us.com Website www.qualityservices.us.com

Phone: 605-388-5309

Fax: 605-388-5319

Cell: 605-209-0265

Via Email

July 30, 2020

Dana Foreman

KLJ

330 Knollwood Drive

Rapid City, SD 57701-6611

Re: Custer City Park Cultural Resources Inventory – Phase 2

Dear Dana:

The following is our proposal for the cultural resource inventory according to SD State Historic Preservation Office (SHPO) requirements.

Projected work includes:

1. Level III cultural resources inventory of the project area.
2. Recording and evaluating the Mickelson Trail (39CU2000) segments, including historic research, historic integrity, historic events, public concerns, adjacent federal lands & potential agency concerns.
3. Assessment of potential project effect to the Mickelson Trail and other potential cultural resources identified during Level III cultural resources inventory.
4. Subsurface testing if needed to locate or evaluate archeological sites.
5. Preparation of one report for both Phases 1 and 2 including Adobe .pdf reports with color digital photos and maps.
6. Mapping data will be ArcGIS compatible.

The records search from Phase 1 will be used for this project. Fieldwork will occur within one week of notice to proceed, and the report will be prepared within 20 days. Phase 1 and Phase 2 reports will be combined into one report.

Our cost estimate for the additional work outlined above is \$1,000.00, therefore totaling up to \$2,000.00 for both phases of the project (the initial \$1,000.00 has already been approved).

We are looking forward to working with you on this project. Please let me know if I can provide you with any other information.

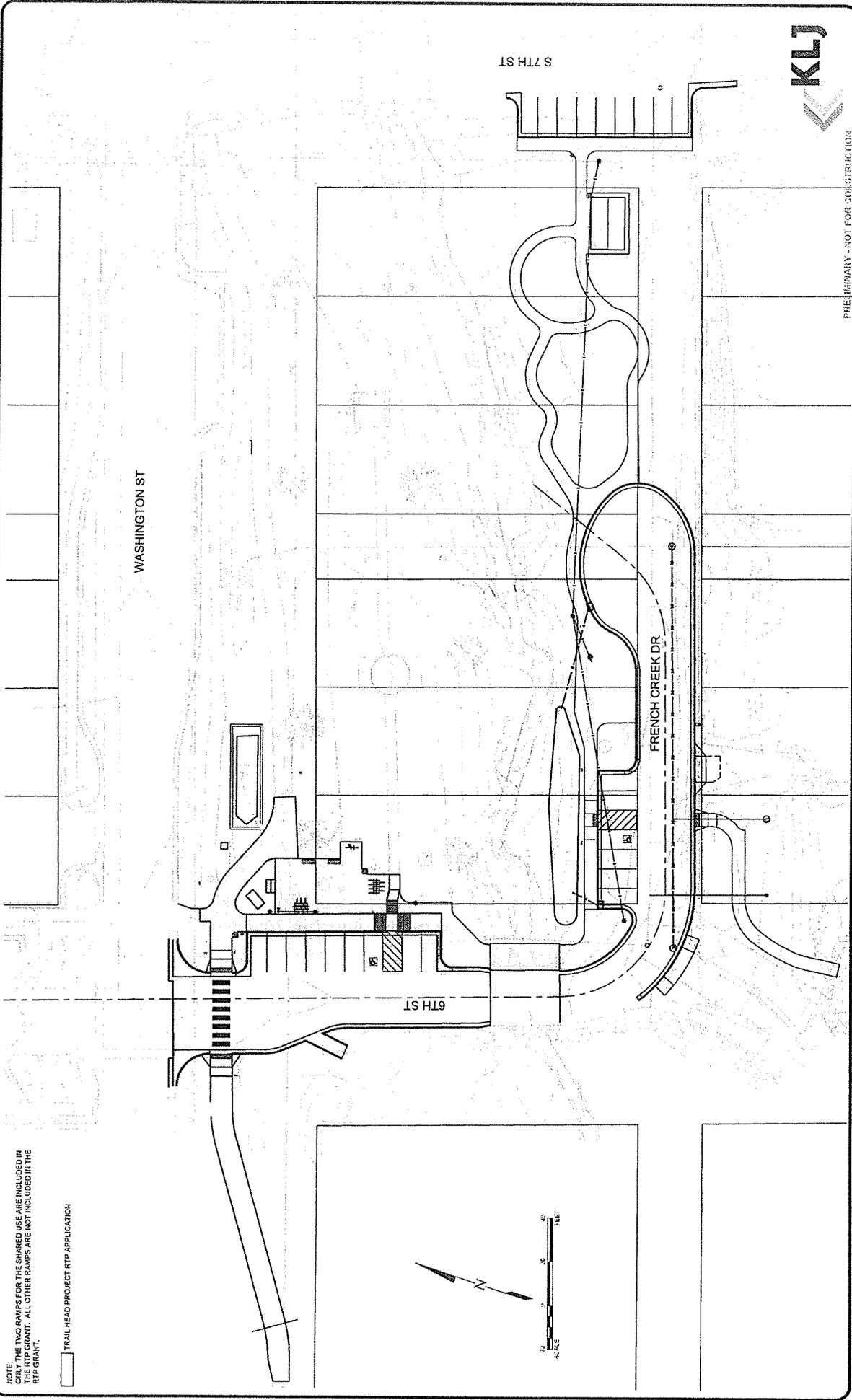
Thank you!

Sincerely,

Lance Rom, President

NOTE:
ONLY THE TWO RAMPS FOR THE SHARED USE ARE INCLUDED IN
THE RTP GRANT. ALL OTHER RAMPS ARE NOT INCLUDED IN THE
RTP GRANT.

TRAIL-HEAD PROJECT RTP APPLICATION



PRELIMINARY - NOT FOR CONSTRUCTION

Advanced Drug Testing, Safety, \$92.00
Black Hills Urgent Care & Occupational Medicine, Safety, \$250.00
Black Hills Chemical, Supplies, \$333.90
Black Hills Energy, Utilities, \$5,973.57
Black Hills Gravel, Supplies, \$5,022.50
Code Works, Professional Fees, \$235.07
Culligan, Repairs & Maintenance, \$18.50
Chamber of Commerce, Sales Tax Subsidy, \$31,780.17
Chronicle, Publishing Fees, \$1,195.71
Custer Ace, Supplies, Repairs & Maintenance, \$858.12
DGR Engineering, Professional Fees, \$10,746.59
Discovery Benefits, Supplies, \$27.00
Floyd's Truck Center, Repairs & Maintenance, \$1,215.09
French Creek Supply, Supplies, Repairs & Maintenance, \$123.68
Green Owl Media, Professional Fees, \$468.00
Hills Toilet Service, Maintenance, \$70.00
Honeywell, Repairs & Maintenance, \$2,564.13
KLJ, Harbach Park Phase I, \$7,922.77
L & A Welding, Repairs & Maintenance, \$336.50
Lasting Impressions Unlimited, Supplies, \$29.25
Lynn's Dakotamart, Supplies, \$82.57
Midcontinent Testing Labs, Professional Fees, \$5,304.00
Metering & Technology Solutions, Supplies, \$230.02
Power House, Repairs, \$140.09
Rapid Delivery, Professional Fees, \$79.38
Regional Health Network, Sales Tax Subsidy, \$73,012.82
Rapid Fire Protection, Professional Fees, \$430.00
Servall, Supplies, \$240.59
SD DOT, TAP, \$61,737.96
Shanklin's, Supplies, \$1,162.70
Bit Finance/State Long Distance, \$106.28
The Hartford, Insurance, \$59.54
USA Bluebook, Repairs & Maintenance, \$360.82
Cajigas, Homer, Utility Refund, \$54.98
Schmitz/ Herman, Brian/ Stacy, Utility Refund, \$21.05
Total Claims \$212,285.35

