

All City Council Meetings are recorded.

**CITY OF CUSTER CITY
COUNCIL AGENDA
August 3rd, 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 – July 20th, 2020 Council Meeting
4. Council Appointment - Oath of Office
5. Declaration of Conflict of Interest
6. Public Hearings - Public Presentations
 - a. Resolution #08-03-20A – Certifying Delinquent Assessment
 - b.
 - c.
 - d.
7. Public Comments (3-minute max. per person, with total public comment period not to exceed 15 minutes)
8. Old Business
 - a.
 - b.
9. New Business
 - a. HVAC Service Agreement – Honeywell
 - b. Committee Appointments
 - c.
 - d.
10. Presentation of Claims -
11. Department Head Discussion & Committee Reports –
12. Possible Executive Session – Personnel (1&4), Proposed/Pending Litigation (3), & Contract Negotiations (3) (SDCL 1-25-2(1,2,3,4,5,6))
13. 2021 Budget Work Session
14. Adjournment

REMINDERS

- Planning Commission Meeting – August 11th, 2020 5:00 P.M.
General Government Committee Meeting – August 17th, 2020 4:00 P.M.
Regular City Council Meeting – August 17th, 2020 5:30 P.M.
Public Works Committee Meeting – September 8th, 2020 4:00 P.M.
Regular City Council Meeting – September 8th, 2020 5:30 P.M.**

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

<https://global.gotomeeting.com/join/559426597>

You can also dial in using your phone.

United States (Toll Free): 1 877 309 2073

United States: +1 (571) 317-3129

Access Code: 559-426-597

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
July 20th, 2020**

Mayor Corbin Herman called to order the second meeting of the Common Council for the month of July 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. City Attorney Beesley was also present.

AGENDA

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

MINUTES

Councilperson Nielsen moved, with a second by Councilperson Ryan, to approve the minutes from the July 6th Council Meeting. The motion carried with Councilperson Ryan, Pechota, Fischer, Nielsen and Whittaker voting yes.

OATH OF OFFICE

Councilperson Dixie Whittaker took her Oath of Office for a two-year term.

CONFLICTS OF INTEREST

No conflicts of interest were stated.

BIG ROCK BIKE PARK – CUSTER AREA TRAILS

Charley Umbarger and other Custer Area Trails Volunteer Group Members presented their concept for a bike park in Big Rock Park. Councilperson Fischer moved to give the Custer Area Trails Group permission to flag, measure and assess their proposed area in Big Rock Park with a public presentation/proposal being presented at a public hearing in September. Seconded by Councilperson Nielsen, the motion carried with Councilperson Pechota, Fischer, Nielsen, Whittaker and Ryan voting yes.

RESOLUTION #07-20-20A – AUTHORIZING EXECUTION OF COVID REIMBURSEMENT CONTRACTUAL DOCUMENTS WITH STATE

Councilperson Ryan moved to adopt Resolution #07-20-20A, Authorizing Execution of COVID Reimbursement Contractual Documents with State. Seconded by Councilperson Pechota, the motion carried with Councilperson Fischer, Nielsen, Whittaker, Ryan and Pechota voting yes.

RESOLUTION #07-20-20A

**A RESOLUTION AUTHORIZING THE EXECUTION OF CONTRACTUAL DOCUMENTS WITH THE
STATE OF SOUTH DAKOTA FOR THE RECEIPT OF CARES ACT FUNDS TO ADDRESS THE
COVID-19 PUBLIC HEALTH CRISIS**

WHEREAS, pursuant to section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020) (the "CARES Act"), the State of South Dakota has received federal funds that may only be used to cover costs that: (a) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (b) were not accounted for in the budget most recently approved as of March 27, 2020, for the State of South Dakota; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the City of Custer acknowledges that the State of South Dakota, in its sole discretion, may retain full use of these funds for the purposes delineated in the CARES Act; and

WHEREAS, the City of Custer acknowledges that in order to provide financial assistance to counties and municipalities in South Dakota, the State of South Dakota, in its sole discretion, may allocate CARES Act funds Act on a statewide basis to reimburse counties and municipalities as delineated herein; and

WHEREAS, the City of Custer seeks funding to reimburse eligible expenditures incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, the City of Custer acknowledges that any request for reimbursement of expenditures will only be for expenditures that were not accounted for in the budget for the City of Custer most recently approved as of March 27, 2020; and

WHEREAS, the City of Custer acknowledges that it will only seek reimbursement for costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Custer that the Mayor of Custer may execute any and all documents as required by the State in order to receive CARES Act funds.

IT IS FURTHER RESOLVED that any request for reimbursement will be only for those costs authorized by the State that: (1) Are necessary expenditures incurred due to the public health emergency with respect to

COVID-19; (2) Were not accounted for in the City budget most recently approved as of March 27, 2020; and (3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. IT IS FURTHER RESOLVED that the City will not request reimbursement from the State under the CARES Act for costs for which the City previously received reimbursement, or for which the City has a reimbursement request pending before another source.

Approved and adopted this 20th day of July, 2020.

City of Custer

S/Corbin Herman, Mayor

ATTEST: Laurie Woodward, Finance Officer

PUBLIC COMMENTS

Matt Fridell stated the Custer Arts Council is looking forward to maintaining a council liaison position. Gene Fennell mentioned that he would like to revisit the Custer Community Center project.

STREET CLOSURE REQUEST – STUDEBAKER CAR SHOW – CUSTER CHAMBER

Councilperson Fischer moved to approve the street closure request from the Custer Chamber for South Sixth Street from Mt Rushmore Road to Washington Street on September 6th for the Studebaker Car Show. Seconded by Councilperson Pechota, the motion carried with Councilperson Nielsen, Whittaker, Ryan, Pechota and Fischer voting yes.

SDML WORKERS' COMPENSATION FUND TRENCHING SAFETY EQUIPMENT GRANT APPLICATION

Councilperson Nielsen moved to approve the submittal of the 2020 SDML Workers' Compensation Fund Trenching and Confined Space Entry Safety Equipment Grant Application for \$1,000 assistance in purchasing of a trench box for \$4,505. Seconded by Councilperson Pechota, the motion carried with Councilperson Whittaker, Ryan, Pechota, Fischer and Nielsen voting yes.

MINOR PLAT – A PLAT OF GAULKE TRACT NORTH AND GAULKE TRACT SOUTH

Councilperson Fischer moved to approve the minor plat for A Plat of Gaulke Tract North and Gaulke Tract South. Seconded by Ryan, the motion carried with Councilperson Ryan, Pechota, Fischer, Nielsen and Whittaker voting yes.

EMPLOYEE RESIGNATION

Councilperson Nielsen moved to accept the resignation of Joshua Hewett effective July 13, 2020. Seconded by Fischer, the motion carried with Councilperson Pechota, Fischer, Nielsen, Whittaker and Ryan voting yes.

CLAIMS

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

Advanced Drug Testing, Safety, \$26.00
Black Hills Urgent Care & Occupational Medicine, Safety, \$190.00
Black Hills Chemical, Supplies, \$865.69
Black Hills Gravel, Supplies, \$375.88
Culligan, Repairs & Maintenance, \$18.50
Chamber of Commerce, Sales Tax Subsidy, \$12,248.84
Custer County Treasurer, Law Enforcement Contract, \$96,250.00
Custer Ace, Supplies, Repairs & Maintenance, \$1,252.98
Discovery Benefits, Supplies, \$27.00
East Custer Sewer District, Sewer District Contract, \$2,600.00
Fastenal, Supplies, \$501.15
First National Bank, Loan Payment, \$15,477.11
Floyd's Truck Center, Repairs & Maintenance, \$395.08
First Interstate Bank, Supplies, \$51.70
French Creek Supply, Supplies, Repairs & Maintenance, \$165.62
Jenny's Floral, Supplies, \$69.99
Lab Corp, Safety, \$139.50
Liberty – Rapid City, Vehicle, \$23,906.09
Lynn's Dakotamart, Supplies, \$118.03
McDonnell, Chantel, BID Board Advertising, \$500.00
Pace, Supplies, \$493.55
Petty Cash, Supplies, \$130.76

Raber, Brian, Reimbursement, \$175.00
Rapid Delivery, Professional Fees, \$93.76
Regional Health Network, Sales Tax Subsidy, \$46,338.28
Servall, Supplies, \$134.53
State of SD, Sales Tax Payable, Licensing, \$1,343.90
SD One Call, Supplies, \$197.40
Unemployment Insurance Division, \$83.51
WEAVE, Subsidy, \$5,000.00
Kinnamon, Timothy/ Kellie, Utility Refund, \$13.86
Total Claims \$ 209,183.71

DEPARTMENT HEADS & COMMITTEE REPORTS

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

EXECUTIVE SESSION

Councilperson Fischer moved to go into and out of executive session for personnel and proposed/pending litigation per SDCL 1-25-2(1, 3 & 4) at 7:08 pm, with the Attorney, Public Works Director, Planning Administrator and Finance Officer present. Seconded by Councilperson Ryan, the motion carried with Councilperson Nielsen, Whittaker, Ryan, Pechota and Fischer voting yes. Council came out of executive session at 7:28 pm, with no action taken.

NEW HIRE – CUSTODIAL MAINTENANCE WORKER

Councilperson Fischer moved to approve hiring Randy McNamara as Custodial Maintenance Worker at \$15.77 per hour effective July 27th, 2020 pending successful competition of all pre-employment screenings. Seconded by Councilperson Ryan, the motion carried with Councilperson Nielsen, Whittaker, Ryan, Pechota and Fischer voting yes.

ADJOURNMENT

With no further business, Councilperson Nielsen moved to adjourn the meeting at 7:31 pm. Seconded by Councilperson Pechota, the motion carried unanimously.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward
Finance Officer

Corbin Herman
Mayor

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.

Attest:

CITY OF CUSTER

Laurie Woodward
Finance Officer

Corbin Herman
Mayor

(SEAL)

Adopted: August 03, 2020

Honeywell Building Solutions

SERVICE AGREEMENT

Date: 7/1/2020

Proposal Number: 958-20307

Agreement Number:

(HONEYWELL)
Honeywell Building Solutions
Honeywell Branch Address
Customer's street address

(CUSTOMER)
City of Custer
Customer's street address 22 Crook Street
Custer SD 57730

Service Location Name: Custer SD
Service Location Address: 622 Crook Street Custer SD, 57730

Scope of Work: HONEYWELL INTERNATIONAL INC., through its Honeywell Building Solutions business unit (sometimes referred to as "HBS", "Honeywell" or "Honeywell Building Solutions"), shall provide the following equipment and services ("the Work") in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

- | | |
|---|---|
| <input type="checkbox"/> Preferred Temperature Control Services | <input type="checkbox"/> Site Services |
| <input checked="" type="checkbox"/> Flex Temperature Control Services | <input type="checkbox"/> Honeywell Energy Analysis Reporting |
| <input type="checkbox"/> Preferred Automation Maintenance Services | <input type="checkbox"/> Air Filter Services |
| <input type="checkbox"/> Flex Automation Services | <input type="checkbox"/> Water Treatment Services |
| <input type="checkbox"/> Preferred Fire Alarm Maintenance Services | <input type="checkbox"/> Critical Parts Stocking |
| <input type="checkbox"/> Fire Alarm Test and Inspect Services | <input type="checkbox"/> Thermography Services |
| <input type="checkbox"/> Preferred Security System Inspect Services | <input type="checkbox"/> Emergency Generator Services |
| <input type="checkbox"/> Flex Security System Services | <input type="checkbox"/> In Suite Services |
| <input type="checkbox"/> Preferred Mechanical Maintenance Services | <input type="checkbox"/> Remote Monitoring/Radionics |
| <input checked="" type="checkbox"/> Flex Mechanical Maintenance Services | <input type="checkbox"/> Indoor Air Quality Auditing Services |
| <input type="checkbox"/> ServiceNet™ Remote Monitoring and Control Services | <input type="checkbox"/> Service Management Software |
| <input type="checkbox"/> EBI Services | <input type="checkbox"/> FM Worksite |
| <input type="checkbox"/> Online Services | <input checked="" type="checkbox"/> Other/Special Provisions _____ Term _____ |
| <input type="checkbox"/> Advanced Support | <input type="checkbox"/> Honeywell Users Group |
| <input type="checkbox"/> Attune™ Advisory Services - Operations | <input type="checkbox"/> Attune™ Advisory Services - Energy Optimization |
| <input type="checkbox"/> Attune™ Advisory Services - Energy Awareness | <input type="checkbox"/> Attune™ Advisory Services - Lobby Digital Signage |
| <input type="checkbox"/> Outcome Based Service—Assurance Automation | <input type="checkbox"/> Outcome Based Service—Dynamic Automation |
| <input type="checkbox"/> Outcome Based Service—Vision | |

Contract Term: Three (3) years from the Effective Date. Customer____ Honeywell____
(INITIALS)

Contract Effective Date: 6-15-2020

Price for Year 1: Thirteen Thousand Three Hundred Twenty Four and 42/100 (13,324.42), plus applicable taxes

Price for Year 2: Thirteen Thousand Seven Hundred Twenty Four and 17/100 (13,724.17), plus applicable taxes

Price for Year 3: Fourteen Thousand One Hundred Thirty Five and 90/100 (14,135.90), plus applicable taxes

Payment Terms: Annually

This sale is tax exempt

Sales Tax will be invoiced separately

Use Tax is included in the Price

Renewal: The Contract Term will automatically be renewed for consecutive terms of one year unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the end of such term, or unless terminated as provided herein.

Submitted by HBS: (signature)

Name: Les Jenkins
Title: Sr. Account Manager
Date: July 8th 2020

This proposal is valid for 30 days.

Acceptance: This proposal and the pages attached shall become an Agreement in accordance with Article 13 below and only upon signature below by an authorized representative of HONEYWELL and CUSTOMER.

Accepted by:
HONEYWELL INTERNATIONAL INC., through
its Honeywell Building Solutions business unit

Customer's Name

Signature: **By:** _____
Name: _____
Title: _____
Date: _____

Signature: **By:** _____
Name: _____
Title: _____
Date: _____

Flex Automation Services

1.1 **Scope** – HONEYWELL will maintain and inspect the building automation hardware and software listed below:

List of Covered Equipment:

Quantity	Description	Model Number	Location
1	Honeywell Jace	Jace AX	City Hall
1	Outside Air Sensor	TE205F17	City Hall
3	Room sensor	TR21	City Hall
3	Space sensor	T7750A1018	City Hall
2	Radiation Valve ACT	V2045A1038	City Hall
2	¾ Steam Valve	V5045A1197	City Hall
1	Controller	XL100	Waste Water Plant
1	Outside Air Sensor	TE205F17	Waste Water Plant
2	Space sensors	T7750A1018	Waste Water Plant

List of Covered Software:

Drawing number(s) and date(s) (if applicable)				
Quantity	Software Product Number	Version	Product Description	Location
1	Comfort Point Open	CPO 3.5	Comfort point programming software	JACE

1.2 **Preventative Maintenance** – Each inspection call will be:

scheduled by a computer-scheduled service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to inspect the systems for optimum system performance, both from a hardware and software perspective. Typical activities include:

- Checking software schedules against occupancy schedules
- Inspecting hardware operator - machine interface and field panels for proper operation.
- Review false alarm activity
- Review trend logs
- Random sampling of temperature sensors to identify need to calibrate

Customer Planned – based on _____ inspections/hours per year.

1.3 **Coverage** – This Agreement includes all travel, and living expenses to perform the inspection services described above for the Equipment and Software. The costs for labor and travel for repair work, emergency service, and any replacement materials are not included in this Agreement. If emergency service is required, CUSTOMER will receive a priority response and will be billed at a preferred maintenance labor rate. If necessary equipment repairs are approved, CUSTOMER will be billed on a Time-and-Material (T&M) basis, with labor costs reflecting the preferred rate.

1.4 **Performance Review** – A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis if requested by CUSTOMER. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

1.5 **Honeywell ServicePortal** – HONEYWELL will provide customer access to an Internet-based application that will allow the CUSTOMER to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

Flex Mechanical Maintenance Services

1.1 **Scope** - HONEYWELL will, maintain & inspect the mechanical systems, components, and Equipment listed below:

List of Covered Equipment:

Quantity	Description	Model Number	Location
1	Steam Boiler		City Hall
4	Fan Coil Units	30HX-10DX	City Hall
4	Air Cooled Condensers	TTP030C100B	City Hall
2	RTU's		City Hall
2	Split Pack Units	Carrier	City Hall
1	Exhaust Fan	HADP12	Street Maint Shop
2	Unit Heaters		Street Maint Shop
1	Hot Water Boiler		Waste Water Plant
1	Furnace		Waste Water Plant
1	Air Cooled Condenser DX		Waste Water Plant

1.2 **Preventative Maintenance** - Each preventative maintenance call will be:

scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to inspect the systems. Upon completion of each service call, a summary of the tasks completed will be provided to CUSTOMER. If repair requirements on covered Equipment are identified during the service call, a corrective action plan will be discussed with CUSTOMER.

Customer Planned – Based on _____ inspections/hours per year.

1.3 **Coverage** - This Agreement includes all labor, travel, and living expenses to perform the inspection services and inspection maintenance described above for the Equipment. Usual mechanical maintenance materials, such as lubricants, contact cleaner, and cleanup materials are included in this Agreement. Unless otherwise stated, the costs of labor and travel for repair work, emergency service, and other materials such as air filters, refrigerant, water treatment chemicals, temperature controls, or other parts and materials required for Equipment repairs, are not included in this Agreement. If emergency service is required, CUSTOMER will receive a priority response and will be billed at a preferred maintenance labor rate. If necessary Equipment repairs are approved, CUSTOMER will be billed on a Time-and-Material (T&M) basis, with labor costs reflecting the preferred rate.

1.4 **Performance Review** - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis. HONEYWELL and CUSTOMER will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

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Special Provisions

These Special Provisions are incorporated herein by reference and made a part of the Honeywell International Inc., Honeywell Building Solutions – Services Agreement No. **930-01-10101**

1. Honeywell recognizes the City may move out of City Hall before the 3 year term and will adjust/deduct as needed.
2. Honeywell will upgrade the Waste Water Plant to a new JACE at no charge to the customer in 2020 and help connect it to the City computer designated for BMS.
3. Honeywell will upgrade the JACE in City Hall in 2021 to most current version.

General Terms and Conditions

1. WORKING HOURS

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Customer requests Honeywell to furnish any labor or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or additional expenses, such as repairs or material costs not included in this Agreement, will be billed to and paid by Customer.

2. TAXES

2.1 Customer agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

2.2 **Tax-Related Cooperation.** CUSTOMER agrees to execute any documents and to provide additional reasonable cooperation to HONEYWELL related to HONEYWELL tax filings under Internal Revenue Code Section 179D. HONEYWELL will be designated the sole Section 179D beneficiary.

3. PROPRIETARY INFORMATION

3.1 All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement will remain the property of Honeywell, and Customer will not divulge such information to any third party without prior written consent of Honeywell. The term "proprietary information" means written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer which Honeywell deems proprietary or confidential and characterizes as proprietary at the time of disclosure to Customer by marking or labeling the same "Proprietary", "Confidential", or "Sensitive". The Customer shall incur no obligations hereunder with respect to proprietary information which: (a) was in the Customer's possession or was known to the Customer prior to its receipt from Honeywell; (b) is independently developed by the Customer without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; (d) is or becomes available to the Customer from a source other than Honeywell; (e) is or becomes available on an unrestricted basis to a third party from Honeywell or from someone acting under its control; (f) is received by Customer after notification to Honeywell that the Customer will not accept any further information.

3.2 Customer agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released. The rights and obligations in this Section 3 shall survive expiration or termination of this Agreement.

4. INSURANCE OBLIGATIONS

Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Contract through final completion of the work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

(a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$5,000,000 per occurrence. Such policy will be written on an occurrence form basis;

(b) If automobiles are used in the execution of the Contract, Automobile Liability Insurance with a minimum combined single limit of USD \$5,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.

(c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Contract.

(d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.

Prior to the commencement of the Contract, Honeywell will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance which is accessible at: <http://honeywell.com/sites/moi/>. All insurance required in this Article will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. Honeywell will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, Honeywell will provide adequate proof of financial responsibility.

5. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS

5.1 Customer has not observed or received notice from any source (formal or informal) of (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that, to Customer's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

5.2 Honeywell is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site except as specifically provided in an attached Work Scope Document.

5.3 If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Honeywell or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the work or Services until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.

5.4 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold.

5.5 Customer is responsible for the containment of any and all refrigerant stored on or about the premises. Customer accepts all responsibility for and agrees to indemnify Honeywell against any and all claims, damages, or causes of action that arise out of the storage, consumption, loss and/or disposal of refrigerant, except to the extent Honeywell has brought refrigerant onsite and is directly and solely negligent for its mishandling.

6. WARRANTY

6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period of one (1) year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use

of the product, whichever occurs first, and shall terminate and expire one (1) year after such effective date. Honeywell's sole obligation, and Customer's sole remedy, under this warranty is repair or replacement, at Honeywell's election, of the applicable defective products within the one (1) year warranty period. All products repaired or replaced, if any, are warranted only for the remaining and unexpired portion of the original one (1) year warranty period.

6.2 EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, HONEYWELL MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ANY AND ALL WARRANTIES REGARDING HAZARDOUS SUBSTANCES OR MOLD. NO EXTENSION OF THIS WARRANTY WILL BE BINDING UPON HONEYWELL UNLESS SET FORTH IN WRITING AND SIGNED BY HONEYWELL'S AUTHORIZED REPRESENTATIVE.

6.3 Honeywell shall have no duty, obligation or liability, all of which Customer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.

7. INDEMNITY

Customer agrees to indemnify, defend and hold harmless Honeywell and its officers, directors, employees, affiliates and agents (each, an "indemnitee") from and against any and all actions, lawsuits, losses, damages, liabilities, claims, costs and expenses (including, without limitation, reasonable attorneys' fees) caused by, arising out of or relating to Customer's breach or alleged breach of this Agreement or the negligence or willful misconduct (or alleged negligence or willful misconduct) of Customer or any other person under Customer's control or for whom Customer is responsible. **WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HONEYWELL AND EACH OTHER INDEMNITEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES OF CUSTOMER IN SECTION 5, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN SECTION 5, WHETHER OR NOT CUSTOMER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS.** Customer may not enter into any settlement or consent to any judgment without the prior written approval of each indemnitee. This Section 7 shall survive termination or expiration of this Agreement for any reason.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, (I) IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA OR UNAUTHORIZED ACCESS TO OR USE OR MISAPPROPRIATION OF DATA BY THIRD PARTIES, EVEN IF INFORMED OF THE POSSIBILITY OF ANY OF THE FOREGOING, AND (II) THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE PRICE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.

9. EXCUSABLE DELAYS

Honeywell is not liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, disputes with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell's reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties or any other cause beyond the control of Honeywell, any repairs or replacement will be paid for by Customer. In the event of any such delay, date of shipment or performance will be extended by a period equal to the time lost by reason of such delay, and Honeywell will be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay.

10. PATENT INDEMNITY

10.1 Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to the hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.

10.2 If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: a) obtain for Customer the right to continue using such equipment; b) replace, correct or modify it so that it is not infringing; or if neither a) or b) is not reasonable then c) remove such equipment and grant Customer a credit therefore, as depreciated.

10.3 In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell will not, however, be responsible for any settlement made without its written consent.

10.4 THIS ARTICLE STATES HONEYWELL'S TOTAL LIABILITY AND CUSTOMER'S SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY HONEYWELL HEREUNDER.

11. SOFTWARE LICENSE

All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. Customer shall be expected to grant Honeywell access to the end user for purposes of obtaining the necessary software license.

12. DISPUTE RESOLUTION

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between Honeywell and Customer arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in a neutral venue, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire will be resolved in a court of competent jurisdiction.

13. ACCEPTANCE

This proposal and the pages attached shall become an Agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's General Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

14. MISCELLANEOUS

14.1 This Agreement represents the entire Agreement between Customer and Honeywell for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

14.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both parties.

14.3 This Agreement is governed by the law of the State where the work is to be performed.

14.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.5 Customer may not assign or transfer its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign or transfer this Agreement, in whole or in part, or any of its rights or obligations under this Agreement without consent.

14.6 Notwithstanding any other provision of this Agreement or any other agreement and to the extent permitted by applicable law, Honeywell and its affiliates may, in any country in which they or their agents or suppliers conduct business, during and after the term of this Agreement, (a) collect, transmit, receive, process, maintain, modify, and use for any purpose, and disseminate, disclose, license, and sell in anonymized or aggregated form, all data and information obtained in connection with this Agreement, and (b) assign or transfer the rights under this Section 14.6. To the extent required by Honeywell, Customer will enable Internet connectivity between its applicable system(s) and the Honeywell SentienceTM cloud platform, or other Honeywell-utilized system(s), and hereby consents to such connectivity throughout the term of this Agreement. This Section 14.6 shall survive expiration or termination of this Agreement.

15. COVERAGE

- 15.1 Customer agrees to provide access to all Equipment covered by this Agreement. Honeywell will be free to start and stop all primary equipment incidental to the operation of the mechanical, control, automation, and life safety system(s) as arranged with Customer's representative.
- 15.2 It is understood that the repair, replacement, and emergency service provisions apply only to the Equipment included in the attached List of Covered Equipment. Repair or replacement of non-maintainable parts of the system such as, but not limited to, ductwork, piping, shell and tube (for boilers, evaporators, condensers, and chillers), unit cabinets, boiler refractory material, heat exchangers, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, is not included under this Agreement. Costs to repair or replace such non-maintainable parts will be the sole responsibility of Customer.
- 15.3 Honeywell will not reload software, nor make repairs or replacements necessitated by reason of negligence or misuse of the Equipment by persons other than Honeywell or its employees, or caused by lightning, electrical storm, or other violent weather or by any other cause beyond Honeywell's control. Honeywell will provide such services at Customer's request and at an additional charge. Customer is entitled to receive Honeywell's then current preferred-Customer labor rates for such services.
- 15.4 Honeywell may install diagnostic devices and/or software at Honeywell's expense to enhance system operation and support. Upon termination of this Agreement, Honeywell may remove these devices and return the system to its original operation. Customer agrees to provide, at its sole expense, connection to the switched telephone network for the diagnostic devices and/or software.
- 15.5 Honeywell will review the Services delivered under this Agreement on an annual basis, unless otherwise noted.
- 15.6 This Agreement assumes that the systems and/or Equipment included in the attached List of Covered Equipment are in maintainable condition. If repairs are necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these charges be declined, those non-maintainable items will be eliminated from coverage under this Agreement and the price adjusted accordingly.
- 15.7 In the event that the system or any equipment component thereof is altered, modified, changed or moved, this Agreement may be immediately adjusted or terminated, at Honeywell's sole option. HONEYWELL is not responsible for any damages resulting from such alterations, modifications, changes or movement.
- 15.8 Honeywell is not responsible for maintaining a supply of, furnishing and/or replacing lost or needed refrigerants not otherwise expressly required under this Agreement. Customer is solely responsible for the cost of material and labor of any such refrigerant not otherwise provided for under this Agreement at current market rates.
- 15.9 Maintenance, repairs, and replacement of Equipment parts and components are limited to restoring to proper working condition. Honeywell is not obligated to provide replacement software, equipment, components and/or parts that represent a significant betterment or capital improvement to Customer's system(s) hereunder.
- 15.10 Unless otherwise specified, Customer retains all responsibility for maintaining LANs, WANs, leased lines and/or other communication mediums incidental or essential to the operation of the system(s) or Equipment found included in the attached List of Covered Equipment.
- 15.11 Customer will promptly notify Honeywell of any malfunction in the system(s) or Equipment covered under this Agreement that comes to Customer's attention.

16. TERMS OF PAYMENT

- 16.1 Subject to Honeywell's approval of Customer's credit, Customer will pay or cause to be paid to Honeywell the full price for the Services as specified on the first page of this Agreement. Honeywell will submit annual invoices to Customer in advance for Services to be performed during the subsequent billing period, and payment shall be due within twenty (20) days after Customer's receipt of each such invoice. Payments for Services past due more than five (5) days shall accrue interest from the due date to the date of payment at the rate of one and one-half percent (1.5%) per month, compounded monthly, or the highest legal rate then allowed. Customer will pay all attorney and/or collection fees incurred by Honeywell in collecting any past due amounts.
- 16.2 **Price Adjustment.** Honeywell may annually adjust the amounts charged to Customer under this Agreement, and Customer will pay to Honeywell such adjusted amounts in accordance with Section 16.1 and the other applicable provisions of this Agreement.

17. TERMINATION

- 17.1 Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Services in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Honeywell fails to cure or perform its obligations, Customer may, by written notice to Honeywell, terminate this Agreement.
- 17.2 Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within thirty (30) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Services performed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.
- 17.3 **Cancellation** - This Agreement may be canceled at Honeywell's option in the event Honeywell equipment on Customer's premises is destroyed or substantially damaged. Likewise, this Agreement may be canceled at Customer's option in the event Customer's premises are destroyed. In the event of such cancellation, neither party shall be liable for damages or subject to any penalty, except that Customer will remain liable for Services rendered to the date of cancellation.

18. DEFINITIONS

- 18.1 "Hazardous substance" includes all of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.
- 18.2 "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.
- 18.3 "Covered Equipment" means the equipment covered by the Services to be performed by Honeywell under this Agreement, and is limited to the equipment included in the respective work scope attachments.
- 18.4 "Services" means those services and obligations to be undertaken by Honeywell in support of, or to maintain, the Covered Equipment, as more fully detailed in the attached work scope document(s), which are incorporated herein.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/16/2020

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 Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105		
	E-MAIL ADDRESS:		
INSURED Honeywell International Inc. 300 S. Tryon St. Suite 500 6th Floor Charlotte NC 28202 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Greenwich Insurance Company		22322
	INSURER B: XL Insurance America Inc		24554
	INSURER C: XL Specialty Insurance Co		37885
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570080903491** **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. **Limits shown are as requested**

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			RGC943763007	04/01/2020	04/01/2021	EACH OCCURRENCE	\$5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$5,000,000
							MED EXP (Any one person)	\$50,000
							PERSONAL & ADV INJURY	\$5,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	Included
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			RAC943764207 AOS	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			RAO943764507 Excess Auto	04/01/2020	04/01/2021	EACH OCCURRENCE	\$4,000,000
							AGGREGATE	
B	<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	N/A	RWD943540307 AOS	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
C				RWC943540207 AK, WI	04/01/2020	04/01/2021	E.L. EACH ACCIDENT	\$5,000,000
							E.L. DISEASE-EA EMPLOYEE	\$5,000,000
							E.L. DISEASE-POLICY LIMIT	\$5,000,000
C	Excess WC			RWE943540407 AZ, OH, WA SIR applies per policy terms & conditions	04/01/2020	04/01/2021	EL Each Accident	\$5,000,000
							EL Disease - Ea Emp	\$5,000,000
							EL Annual Aggregate	\$5,000,000

Certificate No. : 570080903491

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage. Blanket Additional Insured where required by written contract endorsement is included on the General Liability and Auto policies. Blanket Contractual Liability is included on the General Liability and Auto policies per the policy coverage forms. A waiver of Subrogation where required by written contract is included on applicable policies shown above. Honeywell will provide the General Liability ISO endorsement form numbers where required by written contract upon request.

CERTIFICATE HOLDER**CANCELLATION**

Honeywell International Inc. 300 S Tryon St Suite 500 6th Floor Charlotte NC 28202 USA	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 <i>Aon Risk Services Northeast Inc.</i>

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LAC, 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, 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, Professional Fees, \$5,914.70
Jenner Equipment, Repairs & Maintenance, \$355.90
J & M Lawncare, 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
Tausch 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, Pool Agreement, \$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