

All City Council Meetings are recorded.

**CITY OF CUSTER CITY
COUNCIL AGENDA
December 16th, 2019 – 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 – December 2nd, 2019 Regular Meeting
4. Declaration of Conflict of Interest
5. Public Hearings - Public Presentations
 - a. Second Reading – Ordinance #832 – Sign Regulations
 - b. Second Reading – Ordinance #833 – 2019 Supplemental Budget Ordinance
 - c.
 - d.
 - e.
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. Custer Community Center Guaranteed Maximum Price – Ainsworth-Benning
 - b. Alley Drainage Improvement Project Proposal - ACES
 - c. Deer Processing Proposal
 - d. SD Public Assurance Alliance Intergovernmental Contract
 - e. Waiving Utilities for Properties Submitted with the Hazard Mitigation Grant for Removal
 - f. Cost of Living Adjustment
 - g.
 - h.
9. Presentation of Claims -
10. Department Head Discussion & Committee Reports –
11. Possible Executive Session–Personnel(1&4), Proposed Litigation(3), & Contract Negotiations(3) (SDCL 1-25-2(1,2,3,4,5,6))
12. Adjournment

REMINDERS

- End of Year Council Meeting – December 30th, 5:30 P.M.
Public Works Committee Meeting – January 6th, 2019 4:30 P.M.
Regular City Council Meeting – January 6th, 2019 5:30 P.M.
General Government Committee Meeting – January 13th, 2019 4:00 P.M.
Planning Commission Meeting – January 14th, 2019 5:00 P.M.
Regular City Council Meeting – January 21st, 2019 5:30 P.M.
Park & Recreation Committee Meeting – January 22nd, 5:30 P.M.**

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

**CITY OF CUSTER CITY
COUNCIL PROCEEDINGS- REGULAR SESSION
December 2nd, 2019**

Mayor Corbin Herman called to order the first meeting of the Common Council for the month of December 2019 at 5:30 p.m. Present at roll call were Councilpersons Blom, Whittaker, Moore, Fischer, Nielsen and Ryan. The Pledge of Allegiance was stated.

AGENDA

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

MINUTES

Councilperson Nielsen moved, with a second by Councilperson Blom, to approve the minutes from the November 18th regular council meeting. The motion unanimously carried.

CONFLICTS OF INTEREST

No conflicts of interest were stated.

FIRST READING – ORDINANCE #832 – SIGN REGULATIONS

Councilperson Fischer moved to approve Ordinance #832, Sign Regulations. Seconded by Councilperson Moore, the motion unanimously carried.

FIRST READING – ORDINANCE #833 – 2019 SUPPLEMENTAL BUDGET ORDINANCE

Councilperson Nielsen moved to approve Ordinance #833, 2019 Supplemental Budget Ordinance. Seconded by Councilperson Blom, the motion unanimously carried.

RESOLUTION #12-02-19A – ADDENDUM TO RESIDENTIAL SOLID WASTE COLLECTION & DISPOSAL CONTRACT

Councilperson Fischer moved to adopt Resolution #12-02-19A, Addendum to Residential Solid Waste Collection & Disposal Contract. Seconded by Councilperson Nielsen. After Council discussion and public comments, the council voted, with the motion unanimously carrying.

Resolution #12-02-19A

**ADDENDUM TO CONTRACT FOR THE CUSTER CITY RESIDENTIAL SOLID
WASTE COLLECTION AND DISPOSAL**

This Addendum is entered into by and between the City of Custer and Iron Outfitter Waste Service, Inc., d/b/a Sander Sanitation, said addendum to be effective on January 1, 2020.

RECITALS:

WHEREAS, the City of Custer (hereinafter "City") and Sander Sanitation Service, Inc., now known as Iron Outfitter Waste Services, Inc. d/b/a Sander Sanitation ("Sander"), entered into an exclusive *Contract for Residential Solid Waste Collection and Disposal* dated March 29, 2017; and

WHEREAS, the parties desire to enter into this Addendum to such contract as stated in herein; and

WHEREAS, the City has properly passed this resolution and authorized the Mayor to execute this Addendum on behalf of the City.

AGREEMENT:

1. Contract Term/Renewal: The contract shall be for a term of five (5) years beginning January 1, 2020 and terminating on December 31, 2024. The parties agree that Sander may be granted an option to renew the contract on terms and conditions to be negotiated between the parties for an additional period which shall not extend beyond May 1, 2027. Sander shall notify City of its intent to renew in writing on or before October 1, 2024.
2. Removal of Transfer Site Provision: The transfer site requirement as set out in paragraph 3(k) of the *Contract Specifications for the Custer City Residential Solid Waste Collection and Disposal* shall be deleted and removed from the contract in its entirety and replaced with the following:
 - k. Cleanup Days – One consecutive Friday and Saturday in the Spring and an optional weekend in the Fall if deemed necessary by the City, the City in cooperation with the Contractor will schedule a Clean Up Weekend to provide for the residents of Custer an opportunity to discard certain acceptable items at no charge. Contractor will be compensated by the City according to a pre-agreed schedule to be negotiated between the parties.

Sander will no longer be obligated to maintain or operate a transfer site on or after January 1, 2020.

- 3.** Price change: The contract rate shall be reduced from \$16.72 to \$15.72 per residential unit per month, commencing on January 1, 2020.
- 4.** All other provision unchanged: Except as stated herein, all other terms and provisions of the *Contract for Residential Solid Waste Collection and Disposal*, dated March 29, 2017 (attached hereto), shall remain in full force and effect.

Dated this 2nd day of December, 2019.

City of Custer

S/Corbin Herman, Mayor

Attest: Laurie Woodward, Finance Officer

PUBLIC COMMENTS

Steve Pischke asked the Mayor for an update on the meeting with State Representative on the LWCF Grant that was submitted for the Harbach Park Phase 1 Project. No other public comments were received.

KONE ELEVATOR MAINTENANCE PROPOSAL

Councilperson Nielsen moved to table the Kone Elevator Maintenance Proposal until the January 21st, 2020 Council Meeting. Seconded by Councilperson Ryan, the motion unanimously carried.

HAZARD MITIGATION GRANT

Councilperson Blom moved to approve the Hazard Mitigation Grant submittal and designate the Mayor as the applicant's authorized agent. Seconded by Councilperson Ryan, the motion unanimously carried.

VEHICLE PURCHASES

Councilperson Ryan moved to approve the purchase of a Dodge 1500 4x4 short box pickup from Beadle Sales for \$23,906.09 plus delivery to Rapid City for \$250; and a Chevrolet ¾ ton 4x4 short box pickup from Lamb Chevrolet for \$30,169 plus delivery to Rapid City for \$275. Seconded by Councilperson Whittaker, the motion carried with Councilperson Blom, Whittaker, Moore, Fischer, Nielsen and Ryan voting yes.

CLAIMS

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

A & A Weed Management, Professional Fees, \$3,900.00
Aflac, Insurance, \$746.47
Battle Mountain Humane Society, Animal Control, \$1,000.00
Beesley Law Office, Professional Fees, \$2,729.00
Black Hills Doors, Repairs & Maintenance, \$254.02
Black Hills Energy, Utilities, \$2,410.53
Black Hills Burger and Bun, Refund, \$1,739.11
California State Disbursement, Deduction, \$92.30
Century Business Products, Supplies, \$244.10
Custer Do It Best, Supplies, Repairs & Maintenance, \$85.49
Custer County Housing, Subsidy, \$5,000.00
Dacotah Bank, TIF #2 Payment, \$19,425.69
Dacotah Bank, TIF #4 Payment, \$29,092.99
Delta Dental, Insurance, \$212.00
Discovery Benefits, Supplies, \$2,526.92
Ditch Witch of SD, Repairs & Maintenance, \$76.39
EFTPS, Taxes, \$12,155.20
Five Points Bank, TIF #5 Payment, \$583.79
First Interstate Bank, TIF #4 Payment, \$27,994.61
Hach, Repairs & Maintenance, \$251.91
Hawkins, Supplies, \$4,398.13
Hillyard, Supplies, \$166.66
Lamonte's Auto Center, Repairs, \$758.00
Metering & Technology Solutions, Supplies, \$611.94
Ness Stump Grinding, Professional Fees, \$225.00

Petty Cash, Supplies, \$355.64
S & B Motors, Supplies, \$37.56
Safety Benefits, Conference, \$150.00
Sanders Sanitation, Supplies, \$13,816.99
SD Department of Transportation, Supplies, \$5,320.00
SD Retirement System, \$6,478.12
Supplemental Retirement, \$670.00
Wellmark, Insurance, \$13,769.51
Wright Express, Supplies, \$1,048.62
YMCA, Membership, \$42.00
Mayor & Council, \$4,532.00
Finance Department, \$4,280.33
Public Building, \$1,986.47
Planning Department, \$6,911.22
Public Works Department, \$3,418.67
Street Department, \$7,575.58
Cruisin Department, \$148.96
Parks Department, \$4,390.10
Water Department, \$12,824.05
Wastewater Department, \$12,698.54
Total Claims, \$217,134.61

DEPARTMENT HEADS & COMMITTEE REPORTS

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

EXECUTIVE SESSION

Councilperson Fischer moved to go into and out of executive session for proposed litigation per SDCL 1-25-2(3) at 6:36 pm, with the Attorney, Public Works Director, Planning Administrator and Finance Officer present. Seconded by Councilperson Moore, the motion unanimously carried. Council came out of executive session at 6:50 pm, with no action taken.

ADJOURNMENT

With no further business, Councilperson Ryan moved to adjourn the meeting at 6:51 p.m. Seconded by Councilperson Moore, the motion carried unanimously.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward
Finance Officer

Corbin Herman
Mayor

ORDINANCE NO. 832

AN ORDINANCE AMENDING TITLE 15 OF THE CITY OF CUSTER CITY MUNICIPAL CODE, BUILDINGS AND CONSTRUCTION, BY ADDING CHAPTER 15.10 SIGN REGULATIONS.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF CUSTER CITY THAT CHAPTER 15.10, SIGN REGULATIONS, IS HEREBY ADDED TO TITLE 15 OF THE CITY OF CUSTER CITY MUNICIPAL CODE:

Chapter 15.10

SIGN REGULATIONS.

Sections:

- 15.10.010 Purpose and Intent**
- 15.10.020 Definitions**
- 15.10.030 General Sign Regulations**
- 15.10.040 Maintenance.**
- 15.10.050 Billboard Signs.**
- 15.10.060 Electrical signs.**
- 15.10.070 On-premise business signs in Highway Commercial and Industrial Districts.**
- 15.10.080 Off-premise signs in any zoned district.**
- 15.10.090 Central Business District Sign Regulations.**
- 15.10.100 Residential District Sign Regulations.**
- 15.10.110 Temporary signs.**
- 15.10.120 Application Fees.**
- 15.10.130 Violations.**
- 15.10.140 Non-conforming, Unsafe and Unlawful Signs.**

15.10.010 Purpose and Intent

Signs provide an important medium through which individuals may convey a variety of noncommercial and commercial messages. However, left unregulated, signs can become a threat to public safety as well a traffic hazard. Such signs may also constitute an aesthetic nuisance and be a detriment to property values and the welfare of the public. Uncontrolled and unlimited signs degrade the attractiveness of the natural and manmade attributes of the community and thereby undermine the economic value of tourism, visitation, and permanent economic growth. Through fair and consistent regulation of advertising signs, the attractiveness and economic wellbeing of the City of Custer City will be enhanced as a place to live, work and conduct business, and provide an equal measure of advertising for community businesses.

The intention of enacting this ordinance is to:

1. Balance the rights of individuals to convey their message through signs and the right of the public to be protected against the unrestricted proliferation of signs;
2. Further the objectives of the city's comprehensive plan;
3. Protect the public health, safety, welfare, and aesthetics of the city;
4. Reduce traffic and pedestrian hazards;
5. Maintain the historical image of the city;
6. Protect property values by minimizing the potentially adverse effects and visual blight caused by signs;
7. Promote economic development;

15.10.020 Definitions

“Sign, advertising”. A piece of paper, wood, or other material, with words or pictures on it, that provides information to the public about a business, activity or event that is available on a specific property or a general area.

“Sign, area”. The total square footage of all business and outdoor advertising signs on any specific lot. The area of a sign shall be determined by the smallest triangle, rectangle or circle that can be used to enclose that which the advertisement is composed of, exclusive of the supporting structure that bears no message. Three dimensional signs shall be treated as dual-faced signs, such that the total area shall be twice the area of the smallest triangle, rectangle or circle which can totally circumscribe the sign in the plane of its largest dimension.

“Sign, alteration”. Any change of copy, sign face, color, size, shape, illumination, location, construction, or supporting structure of any sign.

“Sign, animated”. A sign that uses movement, lighting or special materials to depict action or create a special effect to imitate movement.

“Sign, area identification”. A sign to identify a common area containing a group of structures, or a single structure, such as a residential subdivision, apartment complex, industrial park, or shopping center, located at the entrance or entrances of the area.

“Sign, banner”. A temporary sign, banner, wave banner, flag or pennant composed of lightweight material enclosed or unenclosed in a rigid frame, secured or mounted in a temporary manner for special event advertising.

“Sign bench”. A bench provided for the pedestrian public which contains on-premise

advertising.

“Sign, billboard”. An on-premise or off-premise sign which exceeds the sign size and/or area regulations for the district in which it is intended to be placed.

“Sign, building marker”. Any sign, stone or monument mounted to a structure indicating the name of a building date or incidental information about its construction.

“Sign, canopy”. A sign that is a part of or attached to any awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance window, or outdoor service area.

“Sign, construction/development”. A sign stating the names of the developers, contractors, engineers or architects, during the time that construction or development is actively underway.

“Sign, directional”. Used to give directions to or location of a specific place giving the name of the site and the mileage or distance, route numbers, and exit numbers.

“Sign, double-faced”. A sign constructed to display its message on the outer surfaces of two identical and opposite planes at an angle of forty-five degrees or less.

“Sign, electronic reader board” A sign or portion thereof which can be electronically changed or rearranged without altering the face or the surface of the sign. A sign on which the only copy that changes is an electronic or mechanical indication of time or temperature shall be considered a "time and temperature" portion of a sign and not a commercial message or an electronic reader board sign for purposes of this Chapter.

“Sign, exposed neon”. Signage such that the neon tubing is visible to the eye. This shall not include neon signs located within building windows, or behind opaque sign faces.

“Sign, exteriorly illuminated”. A sign where artificial light projects from within or onto the sign copy. Exterior illumination is a light source that is visible exterior to the sign.

“Sign, internally illuminated”. Interior illumination shall mean signs where the artificial light source is located within the sign and is not viewable from the exterior of the sign.

“Sign, flashing”. An illuminated sign on which artificial light is not maintained stationary and/or constant in intensity and color.

“Sign, freestanding or pole”. A sign which is supported by one or more uprights, poles, or braces in or upon the ground.

“Sign, future tenant”. An on-premise temporary sign that identifies the names of future businesses.

“Sign, garage/yard sale”. A private sale of personal property used to dispose of personal household possessions and not for the use of any commercial venture.

“Sign, governmental”. A sign erected by a government agency or its designee, setting forth information pursuant to law and/or ordinance.

“Sign, grand opening”. A one-time promotional activity not exceeding thirty calendar days used by newly established businesses location within two months after occupancy to inform the public of their location and service available to the community.

“Sign, ground”. A sign where the bottom coping is less than twenty-four inches (24") from the grade below.

“Sign, inflatable”. An object bearing advertisement that is inflated with air or gas.

“Sign, maintenance”. The repair or replacement of individual sign components including paper, fabric or plastic copy panels, electrical wiring and bulbs, or paint, stucco or other exterior finishes.

“Sign, marquee”. A projecting sign attached to, in any manner, or made a part of a marquee. A Marquee Sign must maintain a minimum vertical clearance of ten feet (10') from the ground to the lowest point of the marquee structure.

“Sign, multi-faced”. A two-sided sign which is the same on both sides. The single structural component is counted as one sign.

“Sign, monument”. A freestanding sign that does not have exposed pole or pylon, and is attached to a single columnar base for at least seventy-five (75) percent of the entire width of the sign.

“Sign, non-conforming”. A sign lawfully erected and maintained prior to the adopting of this ordinance that does not conform with the requirements of this ordinance.

“Sign, off-premise”. A sign, including the supporting sign structure, which is visible from the street or highway and advertises goods or services not located on the premises and/or property upon which the sign is located. The following shall *not* be considered an off-premise sign:

- 1) Direction or official signs authorized by law;

- 2) Real Estate Signs;
- 3) Political signs.

“Sign, on-premise”. A sign that advertises goods or services available at the site and on the lawful premises of the billboard or advertising sign.

“Sign, pennant”. Any lightweight plastic, fabric or other material, whether or not containing a message of any kind, suspended from a rope, wire, string or pole designed to move in the wind.

“Sign, permanent”. A sign constructed from metal, wood, vinyl or plastic, or any combination thereof, which is constructed and affixed to the building or supporting structure in a manner approved by the Planning Administrator or his/her designee.

“Sign, pole”. A freestanding sign which is erected upon one or more posts directly in or upon the ground and not attached to, braced by, any other structure.

“Sign, political”. A sign designed for the purpose of advertising support of or opposition to a candidate or proposition for a public election.

“Sign, portable”. A sign designed to be movable from one place to another, which is not affixed to the ground or structure.

“Sign, projecting”. A sign which is affixed to a wall of a building and extends outward from the building wall with a minimum vertical clearance of ten feet (10) above ground level.

“Sign, real estate”. A sign offering property (land and/or buildings) for sale, lease, or rent.

“Sign, repair”. The replacement of metal or wood cabinets, structural faces, supporting structural members, primary uprights, posts and poles, or the sign in its entirety.

“Sign, roof”. A sign erected or attached in whole or in part upon the roof of a building.

“Sign, trailer or semi-trailer”.

- a. A trailer or semi-trailer unit that is not currently commercially licensed and operable shall be considered an off-premise billboard sign.

- b. A trailer or semi-trailer unit that is currently commercially licensed and operable shall be considered a billboard sign.

“Sign, structure”. Any structure which supports, has supported, or is capable of supporting single or multiple signs.

“Sign, temporary”. Signs that are temporary in nature, used in conjunction with a specific event, that is placed, moved, or erected in such a manner so that it may be easily removed

from the property and is not permanently affixed.

“Sign, time and temperature”. A sign or portion of a sign displaying only current time and temperature in an electronic, digital fashion.

“Sign, vehicle”. A sign placed, painted, attached, or displayed on a vehicle advertising a company, store, or service.

“Sign, wall”. A sign which is attached directly to or painted upon a building wall, and which does not extend more than six inches (6”) from the wall, nor extends above the roofline.

“Sign, window”. A sign, picture, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale or service that is placed inside a window or upon the window.

“Planning Administrator”. The official designated by the City Council to administer the City’s sign regulations.

15.10.030 General Sign Regulations

1. In any area where advertising signs are permitted, all applicable state and federal regulations shall apply.
2. Vehicle roof mounted signs for taxis and delivery vehicles shall not exceed three (3) square feet. Vehicle roof signs are required to be manufactured for vehicle roof placement.
3. Advertising signs strapped or tied to the roof of any vehicle or on any other conveyance and parked in any public right-of-way shall be prohibited.
4. Building roof signs shall be architecturally integrated into the roof structure design, with additional roof loads, wind loads and snow drifting loads taken into consideration, and in no case shall the sign extend above the building roof line.
5. Signs shall be placed adjacent to the street upon which the sign allowance was calculated.
6. Sign structures housing signs for single or multiple businesses, and pole signs greater than ten feet (10’) in height and sixteen (16) square feet in area, shall be considered a commercial structure and regulated through the building permit process. Sign regulations shall apply.

7. Painting any advertising upon a public sidewalk is prohibited.
8. Signs shall not overhang into or be placed in any dedicated public right-of-way except as allowed by that governmental entity having jurisdiction over that right-of-way.
9. Signs shall not overhang into or over adjoining property, without proof of written approval by that adjoining property owner.
10. Signs established by, or by order of, any governmental agency.
11. No sign shall be constructed to resemble any official marker erected by a governmental entity, or which by reason of position, shape, or color would conflict with the proper functioning of any official traffic control device, sign, or marker.
12. Animated signs shall not be placed in any manner as to cause distraction to vehicle traffic. Animated signs identified to be so placed shall be considered a public nuisance and caused to be immediately removed.
13. Sign benches displaying advertising may be located only on commercial premises. The display area on any sign bench shall not exceed 12 square feet. No more than 3 sign benches shall be located on any premises. Benches placed upon the SD-DOT right-of-way are subject to SD-DOT regulations. Sign benches displaying off-premise advertising shall be considered an off-premise sign.

15.10.040 Maintenance.

1. All signs and sign structures shall be in good repair, and shall be maintained so as to protect from deterioration, damage, decay and/or abandonment.
2. All signs shall be maintained. If any sign fails to be maintained by the owner the Planning Administrator shall notify the owner of the sign that the sign is in violation of this section, and that if the violation is not corrected within thirty (30) days, the sign will be subject to immediate removal.
3. All signs structures shall display message. If any sign fails to display a message for 30 consecutive days, the Planning Administrator shall notify the owner of the sign that the sign is in violation of this section, and that if the

violation is not corrected within thirty (30) days, the sign will be subject to immediate removal.

15.10.050 Billboard Signs.

On-premise and off-premise billboard signs shall not be placed anywhere within the city limits of Custer City.

15.10.060 Electrical signs.

1. General Regulations.

- a. Electrical signs shall be constructed in accordance with the provisions of the Administrative Rules of South Dakota (ARSD) 20:44:22, the National Electrical Code and the city's Municipal Code. Signs constructed in a UL shop must be energized by a licensed electrician. If a sign is constructed in a shop that is not UL, then wiring of the sign and energizing of the sign must be done by a licensed electrician.
- b. Electrical signs and outline lighting shall be marked with the manufacturers name, voltage input, and current rating. The marking required by this section and the label of a recognized testing lab, shall be located in a visible location and readable from both grade and the sign's electrical disconnect.
- c. All metal parts of electrical signs and outline lighting shall be grounded in accordance with the National Electrical Code.
- d. Each electrical sign or outline lighting system shall have an externally operable disconnect means located within sight of the sign or outline lighting transformer.
- e. Electrical signs may be illuminated internally or externally so long as all lighting is directed away from the public right-of-way and adjacent residential areas.

2. Sign brightness.

- a. Any sign that is internally illuminated, or which displays electronic variable messages through light emitting diodes, liquid crystal

display, plasma image display, or any other light emitting mechanism must be equipped with automatic dimming technology that automatically adjusts the display's brightness based upon ambient light conditions. The brightness level for signs shall not exceed a brightness level of 0.3 foot candles above ambient light as measured using a foot candle (Lux) meter at standard preset distances.

- b. Existing on-premise and off-premises signs displaying variable messages through the use of internal illumination technology or through light emitting diodes, liquid crystal displays, plasma image displays, or any other similar light emitting technology may only display static messages. Static copy on these signs may be changed at a minimum interval of 8 seconds. Full motion images, graphics or video are prohibited.

15.10.070 On-premise business signs in Highway Commercial and Industrial Districts.

1. Total allotted sign area shall be limited to three square feet (3 sq/ft) of sign space per one (1) lineal feet of commercial street frontage, except that no any bona fide business shall have not less than fifty square feet (50 sq/ft) of sign space allotted to them. Where a parcel of land has reduced street frontage because it is located behind another parcel that abuts the street, the sign allotment shall be calculated from the width of the rear parcel for the length that it parallels the street it is accessed from.
2. Double-sided pole signs shall not exceed two-hundred square feet (200 sq/ft) of aggregate sign area and shall not exceed thirty feet (30') in height measured from the top of the sign.
3. Wall mounted signs shall be limited to one-hundred square feet (100 sq/ft). A wall sign may project not more than six inches from the storefront.
4. Monument signs not to exceed one hundred square feet (100 sq/ft) in size, exclusive of the supporting elements, provided that no part of the sign or structure exceeds six feet (6') in height and complies with corner lot sightline

regulations.

5. Double-sided projecting signs are allowed to have a maximum of fifty square feet (50 sq/ft) of sign area and shall be subject to the provisions of the Maintenance and Encroachment Agreement between the State of South Dakota and the City of Custer.
6. Signs shall be placed adjacent to the street upon which the sign allowance was calculated.
7. No sign or element thereof shall be constructed closer than five feet (5') to any property line.
8. Sign structures, pole signs and monument signs shall not be placed closer than seventy-five feet (75') to any other like sign structure, pole sign or monument sign.
9. Company emblems, logos, and Trademark names architecturally designed into fuel station canopies do not count towards the aggregate sign area.
10. Sign structures housing signs for multiple businesses, such as a mall or shopping complex, shall be considered a commercial structure and shall be regulated through the building permit process.

15.10.080 Off-premise signs in any zoned district.

1. All off-premise signs shall be subject to the conditional use permit regulations provided, however, that in no case shall an off-premise sign be approved that is larger than an on-premise sign that would be allowed on the property it is intended to serve.
2. All off-premise signs will be considered entirely upon their own merits with no other off-premise sign considered to be precedence.
3. Any motor vehicle or trailer that bears commercial advertisement that is located or placed on a property for the purpose of advertising, and which is not on the same lot as the business being advertised, shall be considered off-premise signage and off-premise advertising.

15.10.090 Central Business District Sign Regulations.

1. Total allotted sign area shall be limited to two square feet (2 sq/ft) of sign area per one (1) lineal feet of commercial street frontage, except that any bona fide business shall have not less than fifty square feet (50 sq/ft) of sign area allotted to them.
2. Signs shall be placed adjacent to the street upon which the sign allowance was calculated.
3. Wall mounted signs are allowed to be a maximum of one-hundred square feet (100 sq/ft). A wall sign may project not more than six inches from the storefront.
4. Double-sided projecting signs:
 - a. are allowed to have a maximum of fifty square feet (50 sq/ft) of aggregate sign area;
 - b. are allowed to project a maximum of seven feet (7') beyond the front of the building provided, however, any portion of the projecting sign, or any appurtenance thereto, may not be closer than three feet (3') to the face of the street curb as measured vertically from the adjacent grade;
 - c. Shall be at least eight feet (8') above adjacent grade to the lowest point of the sign;
 - d. A premises is allowed one projecting sign per street frontage.
5. Double-sided pole signs are allowed to have a maximum of fifty square feet (50 sq/ft) of sign area, not over thirty feet (30') in height, and shall be subject to the provisions of the Maintenance and Encroachment Agreement between the State of South Dakota and the City of Custer.
6. Temporary on-premise business signs may be placed in lieu of a permanent on-premise sign provided that a sign permit for a permanent on-premise sign has been applied for and the placement of the temporary on-premise sign complies with all other provisions of this ordinance and is not placed on the premises for a length of time greater than sixty (60) days from the date of the

sign application.

7. For each permitted or required off-street parking area that has a capacity of more than four cars: one sign not more than four square feet in area, designating each entrance to or exit from such parking area; and one sign, not more than four square feet (4 sq/ft) in area, identifying or designating the conditions of use of such parking area is permitted.
8. One non-illuminated 'For Sale' or 'For Rent' sign not exceeding five square feet (5 sq/ft) in area and advertising the sale, rental or lease of the premises on which the sign is located is permitted.
9. Signs established by, or by order of, any governmental agency are permitted.

15.10.100 Residential District Sign Regulations.

1. Real estate signs shall not exceed ten (10) square feet in area and forty-two inches (42") in height.
2. Business signs which direct attention to a home occupation, where such is permitted, shall not exceed five square feet (5 sq/ft) in area, and shall be limited to one such sign per approved home occupation use. No sign shall be placed closer than twenty-five feet (25') to any property line abutting a street.
3. Churches, hospitals, clinics or similar occupancies in residential districts shall not exceed twenty-five square feet (25 sq/ft) in area.
4. For each real estate subdivision that has been approved in accordance with the regulations of the City of Custer, one area identification sign per entrance, not over thirty-two (32) square feet in area, advertising the sale of property in such subdivision. Permits for such signs shall be issued for a two year period and may be renewed for additional two year periods.
5. Subdivision entrance identification signs shall not exceed sixty-five (65) square feet in area, exclusive of the fence, wall, or sign structure on which the sign is attached to, and limited to one (1) sign per entrance. Placement of the sign shall be approved through the subdivision review process.
6. For construction on or development of a lot, signs not more than twelve square feet (12 sq/ft) in area, stating the names of contractors, engineers or

architects, but only during the time that construction or development is actively underway.

7. Seasonal on-premise advertising signs, for agricultural products raised and/or cultivated on that land, not to exceed twelve square feet (12 sq/ft) in area.
8. Small directional signs shall not be greater than 18" x 24" rectangular or 18" in diameter. Directional signs shall require city approval.
9. Signs established by, or by order of, any governmental agency.

15.10.110 Temporary signs.

1. All temporary signs, pennants and banners shall be placed, built, erected, or moved onto site location in such a manner as to be easily removed.
2. Real Estate signs, garage sale signs and political signs may be placed within the right-of-way of a city street subject to the following conditions:
 - a. Signs shall not exceed ten (10) square feet in area and forty-two inches (42") in height in residential districts or sixteen (16) square feet in all other zoned districts.
 - b. Signs shall not be placed within four feet (4') of any improved street or within ten feet (10') of the traveled path of any unimproved street.
 - c. Signs shall not be placed in any unsafe manner or within any intersection sightline triangle.
 - d. These provisions do not apply to state right-of-ways.
3. Political or campaign signs must be removed within five (5) days following such election, unless the candidate is involved with on-going subsequent elections in which the sign is intended to influence.
4. Signs shall not be placed on another person's property without their consent.
5. The following items shall be considered on all temporary signs.
 - a. All signs shall be subject to the provisions of the Maintenance and Encroachment Agreement between the State of South Dakota and the City of Custer.
 - b. Temporary on-premise banners for special events, such as benefits, festivals or similar activity are allowed seven (7) days prior to any

lawful event and must be removed from premise within two (2) business days of conclusion of the event unless otherwise expressly authorized in writing by the Planning Administrator.

- c. Vinyl or cloth banners or pennants that are nailed, stapled, tacked or otherwise fastened to a structure beyond the allotted time period shall be considered a permanent sign, placed in violation of the permanent sign requirements, including permit requirements, and shall be subject to the \$75.00 fine for failing to obtain a sign permit. Signs so placed shall be removed upon notice by the City.
- d. Freestanding Portable Signs (mobile signs), and temporary electronic signs that will be used for grand openings or special events, must be pre-approved by the Planning Administrator. (permit required-no fee)
- e. Banners which hang across public property shall have prior approval from the City Council.
- f. No sign, banner or pennant shall be placed within any right-of-way or on any public property or attached to any traffic sign, fire hydrant or light pole or placed in any manner that impedes or endangers pedestrian or vehicular traffic. Such signs shall be subject to immediate removal by the City and may be retrieved at City Hall for a fee of twenty-five dollars (\$25.00) each payable to the city Finance Officer. Signs not retrieved within thirty (30) days will be discarded.
- g. Where a sign or banner cannot be immediately removed by city crews or by contract, the owner of the sign shall be given notice of the violation and allowed five (5) days to correct the violation, the notice shall inform the property owner that failure to correct within the time given will result in the property owner being assessed the violation fee of seventy-five dollars (\$75.00).
- h. Garage/Yard Sale signs do not require a permit, but shall not be placed longer than three (3) days prior to the event and shall be removed immediately following the event.
- i. Signs shall not be placed so that they create visibility problems or

interfere with line of sight with any traffic sign or official signs.

- j. Attention attracting devices must be approved by the Planning Administrator. The Planning Administrator shall consider the type of device, location and time duration proposed along with any other pertinent information.

6. Application and Permitting.

- a. Installation of new on-premise and off-premise signs are regulated by the Building Permit process. A 'Sign Permit' application shall be filled out by the applicant and submitted to the Planning Administrator for review, except that sign structures shall be considered to be a structure and a building permit will be required to be obtained.
- b. Sign and sign structure applications shall be reviewed and approved within a reasonable time with the approved application serving as the sign permit, except that if an application is denied the application will be returned to the applicant with a written reason for the denial.
- c. Sign permits and building permits shall be valid for not more than 180 days. Where construction or installation has not started within 180 days the permit shall be void and a new application for permit must be submitted. Where construction or installation has been suspended for more than 180 days after construction has begun, but not completed, the permit shall be void and application for permit must be submitted.

15.10.120 Application Fees.

- 1. A one-time fee shall be assessed per each issued new sign permit as follows:
 - a. On-premise Signs: \$75.00/each new sign
 - b. Sign Structures: \$75.00/sign + building permit fee
 - c. Off-premise Signs: Conditional Use Permit fee + building permit fee
 - d. Temporary Signs \$ no fee (permit is required)
- 2. Changing the face or copy of an existing conforming sign does not constitute a 'new sign' provided the size and location of the sign does not change.

3. Political signs, garage sale signs, and directional signs, as defined in this Section, are exempt from fees.

15.10.130 Violations.

1. In addition to the provisions provided in Chapter 1.12 of the Custer Municipal Code, a property owner who is in violation of these sign regulations shall be given notice to correct or to abate the violation and shall be subject to a fine of seventy-five dollars (\$75.00) for each violation if not abated in the time allowed. Each day the violation continues beyond the date of official notice to correct or abate shall be considered a separate violation. Nothing in this ordinance shall be construed as to prevent or limit the City in seeking resolution through any other means provided by law.
2. Any person, firm or entity directly affected by such notice of violation shall have the right to appeal to the City Council, provided that the application is filed with the City Finance Officer within fifteen (15) days of the date of the notice. Appeals shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means. Failure of any person to file an appeal within the specified time period shall constitute a waiver of the right to an administrative hearing and adjudication of the order or to any portion thereof.

15.10.140 Non-conforming, Unsafe and Unlawful Signs.

1. Whenever it shall be determined by the Planning Administrator that any sign or billboard that has been constructed or erected, or is being maintained in violation of the terms of this section, or is unsafe, unsecured or deteriorated, such sign shall either be made to conform with all sign regulations as provided by this section or shall be removed within thirty (30) calendar days after written notification thereof by the Planning Administrator. Such sign shall be removed at the expense of the owner or lessee thereof.
2. If the Planning Administrator finds that any Billboard or Sign has deteriorated more than 50% (fifty percent) of its replacement value or is not repaired within the time specified in the Notice of Violation, the Planning Administrator shall

notify the owner of the sign or billboard and the owner of the real property on which the sign or billboard is located, to remove the sign or billboard from the property at the sign or billboard owners expense within a specified period of time stated on the Notice of Violation.

3. Signs which advertise an activity, business or service which has been discontinued for ninety days (90) or more, must remove the sign within thirty (30) days of the date of notification from the City.
4. Existing nonconforming signs shall constitute nonconforming use. Any lawful use or occupancy of land or premises existing at the time of the adoption of the sign ordinance may be continued, even though the use or occupation does not conform to the provisions of the ordinance. However, if the nonconforming use or occupancy is discontinued for a period of more than one year, any subsequent use or occupancy shall conform with the sign ordinance. (Source: SDCL 11-2-26)
5. Nothing in this section shall prevent the City in taking immediate action to abate any threat to the life, health or safety of the public.

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

Dated this 16th day of December 2019.

City of Custer City

Corbin Herman, Mayor

Attest: _____
Laurie Woodward, Finance Officer

(SEAL)

First Reading: December 2, 2019

Vote:

Seconding Reading: December 16, 2019

Moore: #####

Ryan: #####

Publication: December 25, 2019

Blom: #####

Nielsen: #####

Whittaker: #####

Fischer: #####

ORDINANCE NO. 833
SUPPLEMENTAL APPROPRIATION

An Ordinance Entitled Ordinance No. 833, a Supplemental Appropriation
for the City of Custer City, South Dakota, for the Fiscal Year 2019.

WHEREAS, the budget adoption process was already completed when the additional budget items were implemented, it is necessary to make, approve, and adopt a supplemental appropriation ordinance for the fiscal year commencing January 1, 2019, to supplement certain funds established by the Appropriation Ordinance No. 811 for the fiscal year 2019:

THEREFORE, BE IT ORDAINED by the Common Council of the City of Custer City:

SECTION I: That in addition to the sums of money appropriated by said Appropriation Ordinance No. 811, the following sums shall be appropriated, to-wit:

FUNDS DERIVED FROM	
GENERAL FUND:	
Revenue	\$43,000
Reserves	\$4,500
SEWER FUND:	
Revenue	\$20,000
TOTAL SUPPLEMENTAL FUNDING	\$67,500
FUNDS EXPENDED THROUGH	
GENERAL FUND:	
Mayor & Council – Beautification	\$3,000
Finance – Other (TIF#1 Payments)	\$40,000
Cemetery – Professional Fees	\$2,000
Recreation – Park & Recreation Board	\$2,500
SEWER FUND:	
Professional Fees	\$20,000
TOTAL SUPPLEMENTAL APPROPRIATION	\$67,500

SECTION II: that no levy shall be made for any part of said \$67,500 from the 2019 funds herein-above stated.

TRANSFERRING OF BUDGET FUNDS

FUNDS DERIVED FROM	
GENERAL FUND:	
100-4110-45900 Contingency	\$9,000
FUNDS EXPENDED THROUGH	
GENERAL FUND:	
100-4110-42630 Beautification	\$4,000
100-4110-41510 Reim – Health Ins Deductible	\$5,000
TOTAL BUDGET TRANSFER	\$9,000

SECTION III: that all ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION IV: that this ordinance, being an ordinance for the support of the municipal government and its existing public institutions, shall be in full force and effect immediately upon its passage and publication as provided by law.

SECTION V: that should any section or sections of this ordinance be declared invalid or unconstitutional by a Court of the last resort, the same shall not invalidate the remaining sections of this ordinance.

Dated this 16th day of December 2019.

CITY OF CUSTER CITY

ATTEST:

Corbin Herman, Mayor

Laurie Woodward
Finance Officer

(SEAL)

First Reading: December 2, 2019
Second Reading: December 16, 2019
Publication: December 26, 2019

Vote:	
Fischer:	Nielsen:
Ryan:	Moore:
Blom:	Whittaker:

12/12/2019

Mr. Tim Hartman
City of Custer
622 Crook Street
Custer, SD 57730

Re: Custer Community Center
Guaranteed Maximum Price Proposal

Dear Tim,

We are pleased to provide our Guaranteed Maximum Price (GMP) for the Custer Community Center project.

Section 1: Documents/Information used to Develop GMP Estimate/Proposal

The GMP estimate was prepared from the following design documents:

- Construction Drawings and Specifications prepared by Fennell Design, Inc dated November 4th, 2019.
- General Assumptions listed in Section 4 of this proposal
- Items listed as "Not Included" in Section 5 of this proposal
- Items listed as "Specifically Included" in Section 6 of this proposal

Section 2: Guaranteed Maximum Price (GMP):

Guaranteed Maximum Price Proposal:

Five Million Three Hundred Sixty-Four Thousand Nine Hundred Eleven Dollars \$5,364,911

- Reference Attachment "A" for the breakdown of estimated construction costs

Section 3: GMP Package Alternates:

Outline of Potential Add Alternates (NOT INCLUDED IN THE BASE GMP):

Elevator Addition	Add:	\$	225,991
2 nd Floor Finish Out and Fire Escape Stair	Add:	\$	445,992
Spray Foam Insulation	Add:	\$	28,508
Generator	Add:	\$	143,679
Structured Cabling	Add:	\$	67,637

Section 4: General Assumptions Used in GMP development:

- The GMP estimate was prepared based on the following information:
 - Construction Drawings and Specifications issued on November 4th, 2019

Section 5: Items Not Included in the GMP Estimate:

- Third party inspections/testing
- Third party commissioning fees
- Owner FF&E items
- Off site disposal of old boilers
- Telephone system, data cabling, networking equipment and associated hardware
- Televisions, computers, or associated wall-mounting systems
- Desktop equipment
- Systems furniture
- Artwork
- Moveable shelving/storage systems
- Design services of any kind
- Temporary water or power (provided from existing services)
- Asbestos or other hazardous material abatement, removal, or disposal (abatement must be completed prior to mobilization)
- Building permits and inspection fees

Section 6: Items Specifically Included in the GMP Estimate:

General Items:

- General Requirements, Temporary Heat, Snow Removal, Sanitary Facilities, Dumpsters, Temporary Site Fencing, Final Cleaning, Contractor's Excise Tax, P&P Bond

Existing Building Selective Demolition (as shown on REFERENCED Drawings & Specifications):

- Selective Interior Demolition
- Removal of Coal Fired Boilers and Equipment to be Stored On Site For Owner

Site Work Items (as shown on REFERENCED Drawings & Specifications):

- Site Demolition and Haul Off
- Site Grading, Excavation, Backfill, Erosion Control, Site Concrete
- Site Utilities
- Decorative Fencing with Reduced Masonry Pillar Scope
- Chain-link Fencing

Foundations & Structural Items (as shown on REFERENCED Drawings & Specifications):

- Concrete Patching
- New Mechanical Room Roof and Associated Structural Elements

Building Shell Items (as shown on REFERENCED Drawings & Specifications):

- Fiberglass Windows and Associated Blocking, Flashing, and Sealants
- EDPM Roof Repair
- New Parapet Wall Sheathing, Parapet Cap, and Membrane Roofing at Gym

- Masonry Tuckpointing Allowance (\$12,000)

Building Fit-up Items (as shown on REFERENCED Drawings & Specifications):

- Interior Rough Carpentry, Interior Joint Sealants & Fire Stopping, Casework, Finish Carpentry, Doors & Hardware, Painting, Flooring, Cleaning/Waxing of existing VCT and Specialties

Mechanical Systems (as shown on REFERENCED Drawings & Specifications):

- Plumbing & Hydronic Systems
- HVAC & Temperature Control Systems (HHP System)
- Propane Tanks and Associated Piping

Electrical Systems (as shown on REFERENCED Drawings & Specifications):

- Electrical Systems: Division 26 Complete
- Fluorescent Lighting as Specified
- Communications Conduit Stub Ups
- Fire Alarm System

Fire Sprinkler System

- Allowance for Necessary Additions/Completion during Construction (\$25,000)

Please feel free to contact me if you have any questions regarding this Guaranteed Maximum Price proposal. We look forward to continuing to work with your staff and the design team on this exciting project!

Sincerely,

Don Werner
Project Manager – Ainsworth-Benning Construction



Attachments: Attachment "A": GMP Breakdown Estimate

Cc: Gene Fennell, AIA, Fennell Design, Inc

Base Bid

Group	Phase	Item	Description	Sub Name	Sub Amount	Total Amount
01-0			GENERAL REQUIREMENTS		21,896	316,278
02-0			EXISTING CONDITIONS		79,434	79,434
03-0			BUILDING CONCRETE		21,810	21,810
04-0			MASONRY		18,000	18,000
05-0			METALS			
06-1			ROUGH CARPENTRY		65,969	65,969
06-4			FINISH CARPENTRY		37,063	37,063
06-5			CASEWORK			76,020
07-2			THERMAL PROTECTION		21,000	21,000
07-4			WALL & ROOF PANEL SYSTEMS			
07-5			ROOFING SYSTEMS		126,800	126,800
07-8			FIRE & SMOKE PROTECTION		8,939	8,939
07-9			JOINT PROTECTION		22,749	22,749
08-1			DOORS, FRAMES, & HARDWARE		18,467	88,467
08-3			SPECIALTY DOORS & FRAMES			4,325
08-4			WINDOW & GLAZING SYSTEMS		10,000	10,000
08-5			WINDOWS		61,594	136,594
08-8			GLAZING		3,000	3,000
09-0			FINISHES		570,259	570,259
10-0			SPECIALTIES		69,535	69,535
14-0			CONVEYING SYSTEMS			
21-0			FIRE SUPPRESSION		25,000	25,000
22-0			PLUMBING		725,000	725,000
23-0			HVAC		1,250,000	1,250,000
26-0			ELECTRICAL		567,382	567,382
27-0			COMMUNICATIONS			
31-0			EARTHWORK		79,815	79,815
32-1			SITE PAVING & SURFACES		248,474	248,474
32-3			LANDSCAPING, RETAINING WALLS & SITE IMPROVEMENTS		153,098	153,098

Estimate Totals

Description	Amount	Totals	Hours	Rate
Labor	216,740			
Material	275,595			
Subcontract	4,205,284			
Equipment	27,392			
Other				
	<u>4,725,011</u>	4,725,011		
Sales Tax - Material	17,914			6.500 %
	<u>17,914</u>	4,742,925		
Overhead	11,245	4,754,170		
96-2020 Builders Risk Ins	8,500			
96-2520 Payment & Perf. Bond	<u>34,187</u>			
	42,687	4,796,857		
97-0001 Contractor Contingency	239,843			5.000 %
98-0001 Owner Contingency				
	<u>239,843</u>	5,036,700		
96-3020 Special Tax Rqmnts				
96-3010 Contractors Excise Tax	<u>109,498</u>			2.041 %
	109,498	5,146,198		
99-0001 Contractors Markup	218,713			4.250 %
Total		5,364,911		



December 12, 2019

Mr. Bob Morrison, Public Works Director
Public Works Department
622 Crook St.
Custer City, South Dakota 57730

RE: Professional Services
Alley Drainage Improvements Project
Custer, South Dakota

Dear Mr. Morrison,

ACES is pleased to submit this proposal for your consideration. This project is located in Custer City, South Dakota, project locations proposal map attached for reference. Generally described as the following four (4) locations:

1. Pavement and drainage improvements on Bryden Drive between Harney Street and Leisinger Lane
2. Pavement on the Alley between N 2nd Street and N 3rd Street
3. Drainage Improvements in Alley between S 3rd Street and S 4th Street (Just South of Mt. Rushmore Road)
4. Drainage Improvements at the NE corner of Gordon St. and S. 10th St.

Our understanding of this projects intent and scope of services are summarized below:

- Create one (1) bid package including all four (4) project locations
 - Bryden Drive between Harney St. and Montgomery St. and the Alley between N 2nd St. and N 3rd St. have been previously designed and bid by ACES.
 - Complete field survey and design for drainage improvements and pavement on Bryden Drive between Montgomery St. and Leisinger Ln.
 - Complete design services and preparation of final plans for the Drainage Improvements in the Alley between S 3rd Street and S 4th Street
 - Design shall be completed with basic field survey by Baseline Surveying of Sturgis, South Dakota
 - Preliminary concept was completed in May 2019
 - Complete design services and preparation of final plans for the Drainage Improvements at the NE corner of Gordon St. and S. 10th St.
 - Preliminary concept was completed in May 2019



- Bidding Services
 - Advertise the project in the newspaper and at the Construction Industry Center in Rapid City
 - Conduct Bid Letting in January 2020
 - Provide recommendation letter to the City of Custer

The Lump Sum fee includes the scope of services listed above:

Lump Sum Fee: \$ 18,544.00

The fee listed above does not include taxes.

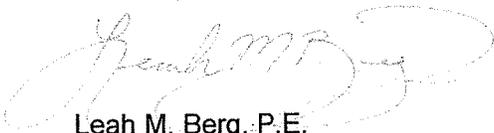
ACES will provide Construction Administration and any additional services upon request and on demand.

The hourly rates are as follows:

Engineer-In-Training:	\$ 80.00/hour
Site Designer:	\$ 100.00/hour
Engineer:	\$ 115.00/hour
Principal Engineer:	\$ 135.00/hour

ACES truly appreciates the opportunity to continue to work with the City of Custer City. If you have any questions or comments please free to contact me at 605.716.4646 (LBerg@proacesinc.com). If our understanding is missing any components or includes components not intended, let us know and we will revise our proposal accordingly.

Sincerely,



Leah M. Berg, P.E.
President

Custer City 2019/2020 Deer Processing Specifications

Custer City 2019/2020 Deer Processing Specifications

Cutting Edge Meat Market – Processor
15475 Sturgis Road
Piedmont, SD 57769

City of Custer City – City
622 Crook Street
Custer, SD

- The processor agrees to process up to and not exceeding 75 deer.
- The processor agrees to a cost of \$75.00 per deer with invoice for payment submitted to the City upon completion and pickup of the processed meat.
- The processor will grind and package meat into 2lb packages.
- When a sufficient amount, or all, of the meat is ready, the processor will contact the Custer City Planning Department at (605)673-4824 to schedule a time for City personnel to pick up the box(es) of meat.
- The processor will notify Custer City Planning Department of completion of all processed deer.
- The processor will carry necessary insurance and sales tax license.
- Starting approximately December 17th, 2019 and ending before March 1, 2020 the City of Custer City will harvest up to 75 deer and provide them to South Dakota Game, Fish and Parks (GF&P) to be kept in a GF&P cold storage unit. GF&P will administer testing of each deer for Chronic Wasting Disease, and if needed, any other deer-relevant disease. Upon the completion of the testing and the determination that the deer is free of said disease(s), GF&P will transport any disease-free deer currently in cold storage to the processor.
- The processor acknowledges any disease containing deer will not be handled by them and no payment will be due to the processor for such deer.
- The processor may determine the maximum amount of deer to be processed on any given day. However, if GF&P delivers deer to the processor and the processor is not ready to process the deer, the processor must store the deer in its own cold storage until such time (not to exceed two weeks) as the processor is ready to process the deer.
- When the processor finishes bagging the meat, the processor will place the individual bags in a larger box not to exceed 25 pounds.
- Boxes of meat will be weighed at the processor's facility and a summary of total weight of meet processed will be provided to the City.
- All ground meat processed through this program will be provided back to the City of Custer City.

Custer City 2019/2020 Deer Processing Specifications

Processor Acknowledgement of the above terms (Page 1)

Processor agrees to and with the City of Custer City, South Dakota to provide processing of deer meat per the Custer City 2019/2020 Deer Processing Specifications.

Piedmont cutting edge meat market
Name of Company

Rebecca Goosen 12/11/19
Authorized Signature Date

Rebecca Goosen Vice President
Print Name and Title

**INTERGOVERNMENTAL CONTRACT
FOR THE
SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE**

This Contract is made and entered into by the undersigned who, upon execution of the Contract, will become contractually bound with all other signatories.

Whereas, the Acts of the State of South Dakota authorize and/or permit various Governmental Authorities to contract, and;

Whereas, the undersigned desires, along with other such entities, to form or join or reaffirm their membership in a local government risk pool to be known as the South Dakota Public Assurance Alliance, and;

Whereas, pursuant to the authority granted by SDCL ch. 1-24 and any acts amendatory thereto, the undersigned executes this document for purposes of joining or reaffirming membership, by virtue of an intergovernmental contract, the local government risk pool known as the South Dakota Public Assurance Alliance;

Now, therefore, the undersigned executes this Agreement in consideration for other Governmental Authorities executing this Agreement for the purpose of joining or reaffirming their membership in a local government risk pool known as the South Dakota Public Assurance Alliance. The undersigned agrees to abide by the terms and conditions of this Contract and all actions taken pursuant to this Contract. In consideration of the mutual covenants of all signatories to this Intergovernmental Contract it is agreed as follows:

ARTICLE I – NAME

The Pool created by this Contract shall be known as the South Dakota Public Assurance Alliance.

The signatories hereto, together with future signatories, establish a contractual local government risk pool for the purpose of effectuating this Agreement; which Pool shall have a perpetual duration and shall continue until terminated pursuant to the terms and conditions of the Agreement.

ARTICLE II – PURPOSE

The purpose of this Agreement is to enter into an Intergovernmental Contract to form a local government risk pool, to provide for joint or cooperative action by Members relative to their financial and administrative resources for the purpose of providing risk management services and risk sharing facilities to the Members and to the Member's employees, and to defend and protect, in accordance with this Agreement, any Member of the Alliance against liability as defined under Pool Retention and in the Member's Risk Sharing Certificate. This Contract and the activities hereunder shall not constitute doing an insurance business. This Agreement is intended to create a contractual relationship and agreement between the signatories.

This Agreement shall constitute a contract among those Governmental Authorities which shall now or at any time enter into this Agreement and become Members of the Alliance.

The liability of each Member is limited to the amount of financial contributions required to be made to the Alliance pursuant to the Agreement except in the event of termination of the Alliance as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII.

This Agreement shall not inure to the benefit of third parties nor does any party hereto waive such sovereign or governmental immunity as may be available to it individually.

In no event shall a Member be responsible, jointly or severally, for the liabilities of any other Member except in the event of termination of the Alliance as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII.

ARTICLE III – DEFINITIONS

In the interpretation of this Agreement the following definitions shall apply unless the context requires another interpretation:

1. Acts --“Acts” shall mean such Acts of the State of South Dakota, pursuant to which this Contract is executed, as the same may be amended from time to time.
2. Administrator -- “Administrator” shall mean the South Dakota Public Assurance Alliance.
3. Agreement --“Agreement” shall mean this Intergovernmental Contract for the South Dakota Public Assurance Alliance and all of the counterparts subsequently executed.
4. Alliance --“Alliance” shall be the sum of all the contracts or contractual obligations of the Members.
5. Annual Operating Contribution --“Annual Operating Contribution” shall mean those amounts necessary to fund the expenses of the Alliance.
6. Basis Rate --“Basis Rate” shall mean that amount annually promulgated by the Administrator deemed necessary to provide the Scope of Coverage afforded to a Member for the period of one year corresponding to the Risk Sharing Certificate effective date with due consideration to the Member’s individual characteristics.
7. Board --“Board” shall mean the Board of Directors of the South Dakota Public Assurance Alliance.
8. Casualty Coverage --“Casualty Coverage” shall mean the coverage afforded a Member for Casualty Risk, pursuant to the Member’s Risk Sharing Certificate and subsequent amendments and/or endorsements thereto.
9. Casualty Risk --“Casualty Risk” shall mean General Liability, Government Officials Liability, Law Enforcement Liability, Automobile Liability and other similar coverages usual to a Governmental Authority.
10. Claims Administrator --“Claims Administrator” shall mean any entity with whom the Administrator enters a contract for claims services.
11. Contract(s) --“Contract(s)” shall mean this Agreement and all of its counterparts.
12. Governmental Authority --“Governmental Authority” shall mean a public agency or any joint power agreement or separate entities consisting entirely of public agencies as defined in the Act.
13. Limits of Coverage --“Limits of Coverage” shall mean the limits of coverage established by any applicable coverage document, the Risk Sharing Certificate, and any other document or agreement that establishes and controls limits of various coverages provided to the Member.
14. Member --“Member” shall mean a Governmental Authority participating in the South Dakota Public Assurance Alliance by executing this Agreement.
15. Member’s Contribution --“Member’s Contribution” shall mean all amounts paid by Members and allocated to the Operating Fund.

16. Operating Fund --“Operating Fund” shall mean those amounts allocated to and designated as “Net Assets-Unrestricted” in the Alliance’s financial statements, as a result of increasing such amounts by the Annual Operating Contribution and investment income, and subtracting the expenses of the Alliance.
17. Pool --“Pool” shall mean the cumulative funds collected under this Contract and the contractual activities conducted hereunder, also sometimes referred to as the Alliance. The Pool is the sum of all Members’ funds and contractual duties, benefits and obligations.
18. Pool Retention --“Pool Retention” shall mean the amount that the Board may determine to retain as a designated retention from time-to-time.
19. Property Coverage --“Property Coverage” shall mean the coverage afforded a Member for Property Risk, pursuant to the Member’s Risk Sharing Certificate and subsequent amendments and/or endorsements thereto.
20. Property Risk --“Property Risk” shall mean Property, Vehicle Physical Damage, Inland Marine, Crime, Boiler and Machinery, and other similar coverages usual to a Governmental Authority.
21. Risk Sharing Certificate --“Risk Sharing Certificate” shall mean that document provided a Member evidencing the scope, nature, term, and limits of participation in the Alliance.
22. Scope of Coverage --“Scope of Coverage” shall mean the coverage, limits, and deductibles as established and defined in this agreement, any applicable separate coverage document, the Risk Sharing Certificate, and any other applicable document defining or establishing such terms, and subsequent amendments thereto.

ARTICLE IV – MEMBERSHIP

Contractual membership of the Alliance shall consist of Governmental Authorities who have entered into this Agreement or its counterpart by and through an individual duly authorized to execute this Agreement, and who have agreed to make the Member’s Contribution pursuant to the further provisions hereof. Members agree to the admission of future Members and acknowledge that they shall have no right to object to the addition of such Members provided they are admitted in accordance with the terms hereof. This Agreement shall be automatically renewed unless the provisions for withdrawal or termination are applied.

Each Member shall appoint an individual and an alternate to represent the Member with the Alliance. That individual or alternate shall act as a liaison between the Member and the Alliance for purposes of relating risk reduction and loss control information, and any other information or instructions concerning the obligations of the Member imposed by this Agreement and the rules and regulations established hereunder. The individual or alternate shall cast, on behalf of the Member, any vote which the Member is required or permitted to cast.

The obligations of Members of the Alliance shall include, but not necessarily be limited to, the following:

1. To promptly report to the Administrator or designated Claims Administrator any incident which could result in a claim being made by or against the Member within the Scope of Coverage.
2. To cooperate with and institute to the degree possible all loss prevention procedures established by the Administrator.
3. To provide to the Administrator such information as needed for rating purposes, including but not limited to, a completed renewal packet and any supplement questionnaires, as requested, and a budget approved by

Member's governing body of all revenues and expenditures for any fiscal year of the Member requested by the Administrator.

4. To provide representatives of the Administrator access to all records, including financial records and/or properties of the Member, provided the Administrator determines the information or access is necessary.
5. To cooperate with the Administrator and any employee, officer or independent contractor relating to the purpose and powers of the Alliance.
6. To allow attorneys and others employed by the Administrator to represent the Member in investigation, settlement, and all levels of litigation arising out of any claim made against the Member within the Scope of Coverage furnished by the Alliance.
7. To pay when due all annual contributions or other contributions, due or required, pursuant to this Agreement.

ARTICLE V – BOARD OF DIRECTORS

1. Administration of the Contract(s). The administration of this Contract(s) and management of the Alliance shall be governed by a Board of Directors of eleven (11) members comprised of six (6) municipal representatives, three (3) county representatives and the Executive Directors of the South Dakota Municipal League and the South Dakota Association of County Commissioners.
2. Qualifications of Members of the Board. Members of the Board shall be either:
 - a. Elected officials of an Alliance Member provided the governing board or the member in question has supported their appointment or candidacy by Resolution; or
 - b. Representatives, employees or appointed officials of an Alliance Member provided the governing board or the Member in question has supported their appointment or candidacy by Resolution; or
 - c. No Member may support the appointment or candidacy of more than one person to the Board in any given year. If such person is later unable to assume office as a member of the Board for any reason, then this prohibition shall not apply.
 - d. The Executive Directors of the South Dakota Municipal League and the South Dakota Association of County Commissioners are qualified by the nature of their respective positions and shall remain standing members of the Board.
3. Eligibility and Vacancies. Should the number of members of the Board become reduced due to disqualification, death, incompetence, resignation or other cause, the remaining members of the Board may appoint a person or persons to fill such a vacancy or vacancies until the time of the next annual meeting of the South Dakota Public Assurance Alliance so that the Board shall be maintained numerically during that time. At the next annual meeting of the South Dakota Public Assurance Alliance, the Nominating Committee of the Board of Directors shall recommend one candidate to fill each vacant position on the Board for the remainder of the term left open and Member entities of the South Dakota Public Assurance Alliance present at that annual meeting shall vote on the candidate recommended by the Nominating Committee in the manner described in paragraph 4 below. Any member of the Board may resign by sending notice of his/her resignation to the Chair of the Board and the Administrator.
4. Election and Term of Members of the Board. An election shall be held at the annual meeting of the South Dakota Public Assurance Alliance to fill any Board position that is open, or will become open as the result of an expiring term or vacancy as described in paragraph 3 above. Applications for all open positions to be filled at such an election shall be submitted in writing to the Nominating Committee of the Board of Directors at least thirty (30) days prior to the date of the South Dakota Public Assurance Alliance annual meeting in question. The Nominating Committee will consider all applications received and recommend one candidate to fill each open Board position. The election held at the annual meeting of the South Dakota Public Assurance Alliance shall be determined by a majority of those Alliance Member entities present and voting at the annual meeting with each Member entity having one vote. A candidate recommended by the Nominating Committee and nominated at the annual meeting shall be deemed elected if he/she receives more than 50% of the votes cast by those Member entities present and voting at the

election. If the candidate nominated fails to receive a majority of votes cast at the election then the Nominating Committee shall recommend a second person to stand at election at the same annual meeting. Board members elected at such an election shall take office on the following January 1. All Board members shall be elected to a three (3) year term. A Board member may be removed for just cause by a majority vote of the Board of Directors. There shall be no prohibition on election to successive terms.

5. Meetings of the Board. The Board of Directors shall hold its annual meeting in conjunction with the annual meeting of the South Dakota Municipal League. The Board shall meet a minimum of four (4) times per year and at such other times as called by the Chair. Any item of Alliance business may be considered at such meetings. Special meetings may be called by a majority of the Board of Directors. Meetings may be held by telephone or by written executed document.

Any member of the Board who has two (2) absences from the meetings of the full Board that have not been excused by the Chair in any one (1) calendar year may be replaced by the Board.

6. Executive Committee. The Executive Committee shall be comprised of five (5) members including the three officers elected by the Board, one at-large Board Member selected by a majority vote of the Board and the Executive Director of the South Dakota Municipal League. The Committee shall be chaired by the Chair of the Board. The Committee shall inform and direct the Executive Director of the South Dakota Public Assurance Alliance on Board policy and shall make recommendations to the Board as it deems necessary for the prudent operation and management of the Alliance.
7. Officers. By majority vote, the Board of Directors, at its December Board meeting, shall select from the members of the Board, a Chair, Vice-Chair, and Secretary/Treasurer.

ARTICLE VI – POWERS AND DUTIES

The Board of Directors shall be permitted and the undersigned authorizes it to perform and carry out, or delegate to others to perform and carry out, on behalf of the undersigned, each and every act necessary, convenient or desirable to, and for carrying out the purpose of this Contract and the Alliance, including but not limited to:

1. Administer the Alliance, receive Member's Contributions (contracted obligations) to the Alliance, and settle and pay claims and losses on behalf of its Members;
2. Make and enter into contracts to conduct and operate the Alliance;
3. Employ employees and agents on behalf of the undersigned;
4. Incur liabilities and charges against the common funds of the Alliance, but no charge, liability or obligation so incurred shall be the charge, liability or obligation of any individual party to this Agreement;
5. Sue or be sued in the Member's name or collective names, and defend such claims;
6. Acquire, or dispose of real and/or personal property;
7. Advise Members on loss control guidelines and procedures, and provide Members with risk management services, loss control, and risk reduction information;
8. Purchase for the Members reinsurance and/or excess insurance and/or enter into such excess risk sharing pools as may be available and deemed desirable for the protection of the Members and/or the Alliance itself;
9. Invest, on behalf of the Members, Alliance funds in securities and investments in a prudent and lawful manner;
10. Promulgate procedures and regulations for the general administration of this Contract(s);

11. Take such action as is necessary to terminate the participation/contract of any Member that fails to comply with the reasonable requirements of the Administrator concerning contractual obligations;
12. Provide surety and/or fidelity bonds, as may be available, for members of the Board, and all persons charged with the custody or investment of Alliance monies.

ARTICLE VII – LIABILITY OF THE BOARD OF DIRECTORS, ADMINISTRATOR, OR EMPLOYEES

The members of the Board of Directors, the Administrator, its directors, officers, and employees shall:

1. Use reasonable and ordinary care in the exercise of their duties hereunder;
2. Be afforded all of the privileges and immunities that may attach under any applicable law;
3. Not be liable for, and be held harmless and defended by the undersigned and from Alliance funds, for any act of negligence, any mistake of judgment or any other action made, taken or omitted in good faith;
4. Not be liable for any loss incurred through investment of funds or failure to invest such funds.

The Administrator may purchase, subject to availability and cost, insurance providing coverage for the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees.

The undersigned shall and the funds of the Alliance shall be used to hold harmless and defend the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees for any act or omission taken or omitted in good faith by the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees. The hold harmless and indemnity provisions of the undersigned shall be joint and several with all signatories to this Contract; provided, however, this obligation shall be considered an expense of the Alliance and in no event shall any individual signator be liable for more than its pro rata annual contribution herein except in the event of termination of the Alliance as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII. Nothing contained herein shall be construed as to require the undersigned to hold harmless or defend any party from any act done in bad faith or any breach of a fiduciary duty.

No covenant or agreement contained herein shall be deemed to be the covenant or agreement of any member of the Board of Directors or the Administrator nor any of its employees and none of such persons shall be subject to any personal liability or accountability by reason of the acceptance of a position or the undertaking of the performance of any of the responsibilities, obligations or duties contemplated in the carrying out of this Agreement, whether by virtue of any construction, statute or rule of law.

ARTICLE VIII – ESTABLISHMENT OF OPERATING FUND

1. The Board shall establish a budget which shall consist of Member's Contributions in amounts not less than the Administrator deems sufficient to annually produce the sum of money reasonably necessary to fund the expenses and any deficiencies which may occur in the Alliance's Operating Fund regulatory authority; the sum of which shall be known as the Annual Budget.
2. Thirty (30) days prior to the Alliance's fiscal year end, or at such other time as directed by the Board, the Administrator shall prepare an Annual Budget for the succeeding fiscal year. The Annual Budget shall be used to assist in determining the annual rates for the Alliance. The rates determined by the approval of the Annual Budget by the Board of Directors are used to determine the contributions for each Member, based on their exposures. Members' Annual Operating Contributions will be determined on an individual basis, based on detailed analysis of exposures and for a one (1) year period from their Risk Sharing Certificate effective date of coverage.
3. In the event that the Operating Fund becomes deficient during any Alliance fiscal year, the Alliance shall liquidate any and all assets and continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the

Risk Sharing Certificate until all funds of the Alliance are exhausted. After such time, all coverages and payment of valid claims shall be the sole and separate obligation of each individual Member.

ARTICLE IX – MEMBER’S WITHDRAWAL, CANCELLATION, OR TERMINATION

1. Members agree to continue membership for a period of not less than one (1) full year. At the conclusion of such period, or anniversary thereof, a Member who has given sixty (60) days prior written notice to the Alliance may withdraw. Within 120 days following withdrawal, or as soon thereafter as the next Annual Budget is completed, the Alliance will advise the withdrawing Member their total calculated portion of contributions made to the Alliance that shall be refunded.

Refunds shall be calculated based on the pool’s total contributions, along with the Member’s total contributions, current losses, unpaid losses, and loss expenses, the Member’s loss ratio, and number of membership years.

Members who withdraw from the pool shall receive a calculated portion of their contributions refunded for unpaid casualty losses, based on the following schedule:

Years	Percentage
1	55%
2	50%
3	40%
4	35%
5	30%
6+	20%

All refunds shall be paid to the withdrawing Member over a five-year term.

Anything contained in this Agreement to the contrary notwithstanding, a Member’s election to cease participation in the Alliance for Property Coverage shall not constitute a withdrawal under any other terms and conditions of the Agreement. Property Coverage applies only to losses or claims which occur prior to the termination date. All rights for reimbursement or any right to claims against the Alliance shall terminate for Property losses which occur after the termination date.

Effective 12:01 a.m. on the date of the withdrawal and notwithstanding anything contained to the contrary within this Agreement or attachments hereto or the Risk Sharing Certificate issued pursuant to this Agreement, payments for all known and unknown Casualty Coverage claims or claims expense shall thereafter become the sole responsibility of the withdrawing Member without regard to whether a claim occurred or was reported prior to the withdrawal of the Member’s participation in the Alliance.

Effective 12:01 a.m. on the date of the withdrawal and notwithstanding anything contained to the contrary within this Agreement or attachments hereto or the Risk Sharing Certificate issued pursuant to this Agreement, payments for all Property claims and claim expense incurred thereafter shall become the sole responsibility of the withdrawing Member. Any Property claim reported in a timely manner not to exceed sixty (60) days after its occurrence shall be covered by the Alliance if the claim occurred during the period the Risk Sharing Certificate was in effect and if coverage is otherwise available under the Risk Sharing Certificate.

At the request of the withdrawing Member, the Alliance will continue to service all claims which have been reported to the Alliance during the withdrawing Member’s period of participation so long as the withdrawing Member shall promptly reimburse the Alliance for all claims expenses incurred. Payment of all claims so serviced by the Alliance for the withdrawing Member shall be the sole responsibility of the withdrawing Member and the Alliance shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph.

Anything contained in this Agreement to the contrary notwithstanding, a Member that has given notice of withdrawal may rescind said notice provided written notice of rescission is sent to the Alliance within the sixty (60) day period and provided further all contributions required from said Member are made in a timely fashion.

2. The Alliance may, by a two thirds (2/3) majority of the Board and by providing a Member sixty (60) days prior written notice, cancel that Member's participation in the Alliance and terminate its Intergovernmental Contract effective at the end of any Risk Sharing Certificate year. Thereafter, it shall be the responsibility of the Alliance to defend, settle, and pay claims within the scope and limits set forth in the cancelled Member's Risk Sharing Certificate in effect on the date of the occurrence out of which such claim arose. This provision shall apply solely to claims which occurred during a Member's participation and evidenced by the Member's Risk Sharing Certificate. The cancelled Member shall have the right, prior to the actual date of cancellation, to withdraw from the Alliance by giving notice of such withdrawal. Electing to so withdraw, the Member shall be subject to the provisions of paragraph one (1) of this Article. Failing to elect to give notice of withdrawal, the cancelled Member forfeits all rights to a refund of any contributions made to the Alliance by said cancelled Member.
3. Any Member failing to make payments when due as required by this Agreement shall be terminated from the Alliance effective on the date the payment was due and upon that effective date of termination all coverages and benefits hereunder shall cease. All known and unknown claims and claims expenses thereafter shall become the sole responsibility of the terminated Member without regard to whether a claim occurred or was reported prior to the termination of the Member's participation in the Alliance. At the request of the terminated Member, the Alliance will continue to service all claims which have been reported to the Alliance during the terminated Member's period of participation so long as the terminated Member shall promptly reimburse the Alliance for all claims the terminated Member and the Alliance shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph. The terminated Member shall also forfeit all rights to any return of contributions and the Alliance shall apply any or all of the terminated Member's forfeited funds to the Operating Fund. If the Member shall subsequently submit its payment, the Administrator may, in its discretion, reinstate such membership.

ARTICLE X – SCOPE OF RISK SHARING PROTECTION

1. The Alliance provides risk sharing protection to each Member and will make or secure payment on behalf of each Member under criteria and procedures established for the payment of claims as provided in the Member's Risk Sharing Certificate. As long as a Member continues to renew its annual Risk Sharing Certificate, any claim that occurred during the period the Risk Sharing Certificate is in effect shall be considered for payment as provided in the Member's Risk Sharing Certificate.
2. The Alliance may obtain excess insurance, reinsurance, or join in excess risk sharing pools.
3. In the event that a claim or series of claims exceeds the amount of the risk sharing protection provided by the Member's Risk Sharing Certificate, or in the event that a claim or a series of claims should exhaust the Operating Fund and any reinsurance, then payment of valid claims shall be the sole and separate obligation of the individual Member or Members against whom the claim was made and perfected by litigation or settlement.
4. A Member may purchase, in its sole discretion, any insurance coverage in addition to those amounts purchased by the Alliance.
5. The Board may make changes in the Scope of Coverage, the amount of risk sharing protection or risk sharing retention by the Alliance upon consideration of the needs and requirements of Members, loss experience, and/or the kind and amounts of reinsurance or other excess coverage available. Where the Board takes such action, immediate notice after taking of such action shall be sent to all Members or their representatives.

ARTICLE XI – TERMINATION

The Alliance shall terminate at such time as two-thirds (2/3) of the municipal and county Members vote for such termination. After a vote to terminate, the Board shall commence with the orderly liquidation of the Alliance's business and shall complete the same as promptly as possible. During such period of liquidation the Alliance shall continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the Risk Sharing Certificate until all funds of the Alliance are exhausted. After payment of all claims and losses, any remaining funds held by the Alliance shall be paid to all Members of the Alliance at the time of the vote of termination, on a pro rata basis determined by the Board.

To the extent of the existence of funds in the Operating Fund, no Member shall be responsible for any claim, claims, judgment or judgments against any other Member or Members. If upon termination of the Alliance the remaining assets of the Alliance are insufficient to satisfy indebtedness of the Alliance (excluding claims or judgments against the Members), such deficiency shall be made up by assessments against Members of the Alliance on a pro rata basis determined by the Board.

ARTICLE XII – MISCELLANEOUS PROVISIONS

1. The provisions of this Agreement shall be interpreted pursuant to the laws of the State of South Dakota.
2. The parties hereto consent that courts in the State of South Dakota shall have jurisdiction over any dispute arising under this Agreement. The terms of this Agreement may be enforced in a court of law in the State of South Dakota either by the Alliance or by any Member.
3. The consideration for the obligations imposed upon Members pursuant to and under this Agreement shall be based upon the mutual promises and agreements of all Members who now execute or who hereinafter execute this Agreement.
4. This Agreement may be executed in duplicate originals or counterparts now or at any time in the future. The individual executing this Agreement on behalf of the participating Member hereby represents and certifies that he/she is duly empowered to so execute this document.
5. No waiver of any breach of this Agreement or any provisions herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any of the other provisions herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligations or acts.
6. This Agreement shall be binding and shall inure to the benefit of all Members who shall have executed this Agreement and complied with the financial requirements hereunder and provided that the Members shall have been duly approved in accordance with the terms and provisions of this Agreement.
7. The provisions of this Agreement shall be deemed severable and if any provision or part thereof is held illegal, void or invalid under applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, legal, valid or binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement shall not in any way be affected or impaired but shall remain binding in accordance with their terms and this Agreement shall be so interpreted.
8. This Agreement and the Risk Sharing Certificate contain the complete Agreement between the parties and no representations or oral statements made or heretofore given shall constitute a part of this Agreement. In the event that any provision of this Agreement is in conflict with or is incompatible with such, the terms and conditions of this Agreement shall prevail and take precedence.
9. This Agreement may be altered or amended only by amendments duly adopted in accordance with the terms and conditions of this Agreement; provided, however, that the Risk Sharing Certificate may be amended from time to time to reflect the exposures of each Member and such changes shall be exempted from the preceding terms of this paragraph.
10. The caption headings used in this Agreement are used merely for identification purposes and shall not be deemed a part of this Agreement.
11. Whenever in this Agreement words, including pronouns, are used in the singular or plural, or masculine or feminine, they may be read and construed in the plural or singular, or feminine or masculine, respectively, wherever they so apply.

12. This Agreement may be amended by the Board with the approval of two-thirds (2/3) of the members of the Board. All Members agree to properly execute and adopt amendments so approved.
13. The Board may, with the approval of two-thirds (2/3) of the members of the Board, elect to reform or reconstitute the Alliance to a stock, mutual, or reciprocal insurance company operating as a captive, Risk Retention Group, or other risk sharing entity.
14. The Alliance shall maintain a fiscal year ending December 31.

ARTICLE XIII – AGENT AND OFFICE

The agent of the Alliance for service of notice shall be the Administrator, 208 Island Drive, Ft. Pierre, SD 57532.

ARTICLE XIV – NOTICE

All notices required to be given under this Agreement pursuant to Article IX shall be in writing and sent by certified mail, return receipt requested, with postage prepaid. Notices by a Member to the Alliance shall be sent to the address in Article XIII to the attention of the Administrator. Notices to any Member shall be sent to the representative of the Member at the Member’s last known address.

Notices to be given under this Agreement pursuant to Article X, 5. shall be sent to all Members or their representatives following Board action.

In the event that any party to this Agreement desires to change its address, notice of change of address shall be sent to the other party in accordance with the terms and provisions in this Article.

In Witness whereof, this Agreement was executed on the _____ day of _____, in the year _____, by the undersigned duly authorized officer of the Governmental Authority indicated below:

GOVERNMENTAL
 AUTHORITY: City of Custer
 Name of Entity

ACCEPTED FOR THE
 SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

By: _____

By: *David L. Pfeiffer*

PRINT NAME: _____

TITLE: Executive Director
 ADMINISTRATOR ON BEHALF OF ALL OTHER
 CURRENT AND FUTURE SIGNATORIES

TITLE: _____

American Legal Publishing, Professional Fees, \$119.70
Black Hills Energy, Utilities, \$14,983.78
California State Disbursement, Deduction, \$92.30
Culligan, Repair & Maintenance, \$18.50
Custer Ambulance, TIF #1 Payment, \$337.23
Chamber of Commerce, Sales Tax Subsidy, Supplies, \$30,481.87
Chronicle, Publishing, \$369.66
Custer County Treasurer, TIF #1 Payment, \$4,577.03
Custer School District, TIF #1 Payment, \$11,894.30
Custer Ace Hardware, Supplies, Repairs & Maintenance, \$883.36
Fastenal, Supplies, \$189.91
First Interstate Bank, TIF #4 Payment, \$640.57
French Creek Supply, Supplies, \$613.29
Full Source, Supplies, \$106.04
Golden West Telecommunications, Utilities, \$521.80
Golden West Technologies, Professional Fees, \$762.50
Green Owl Media, Professional Fees, \$156.00
Helpline Center, 2019 Subsidy, \$1,500.00
Imageall, Supplies, \$13.00
International Code Council, Supplies, \$1,144.78
Jenner Equipment, Repairs & Maintenance, \$1,308.58
Kimball Midwest, Supplies, \$356.89
Lynn's Dakotamart, Supplies, \$19.98
Midcontinent Testing Labs, Professional Fee, \$160.00
Nelson's Oil & Gas, Supplies, \$1,356.14
PDF Complete, Supplies, \$62.83
Petty Cash, Supplies, \$92.50
Pitney Bowes, Supplies, \$48.69
Quill, Supplies, \$381.25
Ranchers Feed and Supply, Supplies, \$1,282.66
Rapid Delivery, Supplies, \$52.92
S & B Motors, Supplies, \$4.00
Servall, Supplies, \$189.28
State of SD, Sales Tax Payable, \$1,049.11
Bit Finance/State Long Distance, \$54.78
The Storehouse, 2019 Subsidy, \$3,000.00
The Hartford, Insurance, \$54.96
Tasca Parts, Repairs, \$205.92
USDA Loan Payments, \$8,910.00
USA Bluebook, Repairs and Maintenance, \$304.68
Verizon Wireless, Utilities, \$423.08
Western SD Senior Services, 2019 Subsidy, \$2,500.00
Wallmart, Supplies, \$115.62
Total Claims, \$91,339.49

