

All City Council Meetings are recorded.

**CITY OF CUSTER CITY  
COUNCIL AGENDA  
February 18<sup>th</sup>, 2020 – City Hall Council Chambers  
5:30 P.M.**

1. Call to Order - Roll Call - Pledge of Allegiance
2. Approval of Agenda
3. Approval of Minutes – February 3<sup>rd</sup>, 2020 Meeting
4. Declaration of Conflict of Interest
5. Public Hearings - Public Presentations
  - a. Public Hearing – Off Sale Liquor License – Dakotamart Gas Center
  - b. Resolution #02-18-20A – East Custer Sewer District
  - 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.
  - c.
8. New Business
  - a. Street Closure Request & Showmobile Usage Request – Van Arp
  - b. Asphalt Surface Treatment Bids
  - c. Drainage Improvements Bids
  - d. Custer Community Center Guaranteed Maximum Price – Ainsworth-Benning
  - e. Application for Permit to Discharge Wastewater
  - f. Employee Step Increase
  - g.
9. Presentation of Claims -
10. Department Head Discussion & Committee Reports –
11. Possible Executive Session – Personnel (1&4), Proposed/Pending Litigation (3), & Contract Negotiations (3) (SDCL 1-25-2(1,2,3,4,5,6))
12. Adjournment

**REMINDERS**

- Park & Recreation Committee Meeting – February 19<sup>th</sup>, 2020 5:30 P.M.  
Public Works Committee Meeting – March 2<sup>nd</sup>, 2020 4:30 P.M.  
Regular City Council Meeting – March 2<sup>nd</sup>, 2020 5:30 P.M.  
General Government Committee Meeting – March 9<sup>th</sup>, 2020 4:00 P.M.  
Planning Commission Meeting – March 10<sup>th</sup>, 2020 5:00 P.M.  
Regular City Council Meeting – March 16<sup>th</sup>, 2020 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  
February 3<sup>rd</sup>, 2020**

Mayor Corbin Herman called to order the first meeting of the Common Council for the month of February 2020 at 5:30 p.m. Present at roll call were Councilpersons Blom, Whittaker, Moore, Fischer, Nielsen and Ryan. Attorney Beesley was also present. 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 Moore, to approve the minutes from the January 21<sup>st</sup> council meeting. The motion unanimously carried.

**CONFLICTS OF INTEREST**

No conflicts of interest were stated.

**RESOLUTION #01-06-2020A – STREET VACATION – BLOCK 41**

Councilperson Fischer moved to approve Resolution #01-06-2020A, Street Vacation Block 41. Seconded by Councilperson Blom, the motion unanimously failed.

**RESOLUTION #02-03-2020A – STREET VACATION – BLOCK 41**

Councilperson Fischer moved to adopt Resolution #02-03-2020A, Street Vacation Block 41. Seconded by Councilperson Nielsen, the motion unanimously carried.

Resolution #02-03-2020A

WHEREAS, the verified Petition and application of all owners of real property abutting the hereinafter described portion of certain alleys in Custer City, Custer County, South Dakota, praying that said portion of said streets and alleys be vacated in order to promote an orderly and uniform system of streets and alleys in the City of Custer, the same not being necessary for the use and location of public streets and alleys thereon, has been heretofore filed, and

WHEREAS, the City Council of the City of Custer, Custer County, South Dakota, has heretofore caused notice of the time and place of hearing said Petition to be published once a week for two (2) consecutive weeks, to-wit: on the 15<sup>th</sup> day of January, 2020 and on the 22<sup>nd</sup> day of January, 2020, in the Custer County Chronicle, a legal newspaper printed and published in the City of Custer, Custer County, South Dakota, setting forth the 3<sup>rd</sup> day of February, 2020, at the hour of 5:30 o'clock, P.M. for hearing thereon.

NOW THEREFORE BE IT RESOLVED that the certain portion of the originally platted streets and alleys to the City of Custer, Custer County, South Dakota as shown on the attached Exhibit B and described as follows:

the area of Mountain Avenue contiguous to Lot 1 in Block 41, lying between the North line of Montgomery Street and the South line of the East/West alley and having a dimension of 12.5' x 150'.

all located in City of Custer City in Custer County South Dakota. Be, and the same is, forever vacated, subject to existent and future easements and right-of-way for public and private utilities.

IT IS FURTHER RESOLVED that this Resolution is made upon the express condition that the Petitioners are responsible for the propriety of the proceedings including the Petition, consent of adjoining property owners, and compliance of the said proceedings with the statutes of the State of South Dakota and the ordinances of the City of Custer City and the limitations thereof, and Petitioners by acceptance of this Resolution agree to assume the liability, if any, of the City of Custer occasioned by the reading of this Resolution and the use and occupancy of the subject property by the Petitioners.

Dated at Custer, Custer County, South Dakota, this 3<sup>rd</sup> day of February 2020.

CITY OF CUSTER

S/Corbin Herman, Mayor

ATTEST: Laurie Woodward, Finance Officer

**PUBLIC COMMENTS**

Gene Fennell mentioned that the Custer Economic Development Corporation is going to try having someone in attendance at various community meetings. No other public comments were received.

**CUSTER CRUISIN SOCIAL MEDIA AGREEMENT – GREEN OWL MEDIA**

Councilperson Blom moved to approve the Custer Cruisin social media contract with Green Owl Media for a total of \$2,808 for 2020. Seconded by Councilperson Moore, the motion carried with Councilperson Blom, Whittaker, Moore, Fischer, Nielsen and Ryan voting yes.

**SPECIAL USE PERMIT FOR WELL #9 AND WELL #10 – FOREST SERVICE**

Councilperson Moore moved to approve the Special Use Permit for Well #9 and Well #10 with the US Forest Service for an annual land use fee of \$300.68. Seconded by Councilperson Whittaker, the motion unanimously carried.

**REQUEST TO USE PAGEANT HILL – CHARLIE HUNSAKER & SAM PECHOTA**

Councilperson Fischer moved to approve Charlie Hunsaker & Sam Pechota's request to use Pageant Hill on June 13, 2020 for their wedding ceremony contingent upon proof of insurance being provided. Seconded by Councilperson Nielsen, the motion unanimously carried.

**CEMETERY CARETAKER BIDS**

Attorney Beesley presented his recommendation to reject all bids and request bids for a one-year contract period as it's in the best interest of the City. Councilperson Nielsen moved to reject all bids received for the Cemetery Caretaker and request bids for a one-year contract period. Seconded by Councilperson Blom, the motion unanimously carried.

**CLAIMS**

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

**2019 Claim**

Nielsen Enterprises, Repairs and Maintenance, \$13,920.00

Total 2019 Claim \$13,920.00

**2020 Claims**

ACES, Professional Fees, \$16,690.00

AFLAC, Insurance, \$820.92

ASFPM, Membership, \$165.00

Battle Mountain Humane Society, Animal Control Contract, \$1,000.00

Black Hills Energy, Utilities, \$2,690.78

Beesley Law Office, Professional Fees, \$3,002.50

Butler Machinery, Supplies, \$6,122.27

California State Disbursement, Deduction, \$92.30

Century Business Products, Supplies, \$87.85

Crazy Horse/Laughing Water Restaurant, Supplies, \$1,028.45

Custer Do It Best, Supplies, Repairs and Maintenance, \$42.40

Days Inn, Travel/Conference, \$308.00

Delta Dental, Insurance, \$212.00

Discovery Benefits, Supplies, \$1,453.06

EFTPS, Taxes, \$18,404.17

Fastenal, Supplies, \$50.82

Golden West Telecommunications, Utilities, \$519.04

Golden West Technologies, Professional Fees, \$762.50

Hach, Repairs and Maintenance, \$532.08

Hawkins, Supplies, \$122.00

Jenner Equipment, Repairs and Maintenance, \$1,210.58

Image All, Supplies, \$6.50

Kimball Midwest, Supplies, \$161.57

Petty Cash, Supplies, \$550.62

Pizza Hut, Supplies, \$61.00

Quill, Supplies, \$218.99

Rick Kothe, Reimbursement, \$93.41

Sanders Sanitation, Garbage Collection Contract, \$13,253.23

SD DENR, Travel/Conference, \$60.00

SDML, Travel/Conference, \$60.00

SD Retirement System, \$6,665.32  
Supplemental Retirement, \$670.00  
Vector, Supplies, \$200.00  
Wright Express, Supplies, \$832.36  
Wellmark, Insurance, \$13,769.51  
YMCA, Membership, \$84.00  
Mayor & Council, \$4,532.00  
Finance Department, \$4,376.30  
Public Building Department, \$2,497.44  
Planning Department, \$7092.94  
Public Works Department, \$10,807.57  
Street Department, \$7,173.39  
Cruisin Department, \$152.01  
Parks Department, \$4,530.85  
Water Department, \$24,382.40  
Wastewater Department, \$24,194.42  
Total 2020 Claims \$181,742.55

**DEPARTMENT HEADS & COMMITTEE REPORTS**

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

**BREAK 5:50 – 5:55**

**EXECUTIVE SESSION**

Councilperson Fischer moved to go into and out of executive session for proposed/pending litigation per SDCL 1-25-2(3) at 5:55 pm, with the Attorney, Planning Administrator and Finance Officer present. Seconded by Councilperson Ryan, the motion unanimously carried. Council came out of executive session at 6:21 pm, with no action taken.

**ADJOURNMENT**

With no further business, Councilperson Ryan moved to adjourn the meeting at 6:21 p.m. Seconded by Councilperson Moore, the motion carried unanimously.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward  
Finance Officer

Corbin Herman  
Mayor



ESTABLISHMENT	LICENSE	TAXES PAID	AGREEMENT	INSURANCE	10% DUE TO CITY	VIDEO LOTTER Y
DAKOTAMART GAS CENTER	PL - NEW		✓	PENDING	X	X

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

Notice is hereby given that the City Council of the City of Custer City, Custer County, South Dakota will hear and consider the following for the sale of liquor at a meeting of the City Council to be held on the 18<sup>th</sup> day of February 2020, in the Council Chambers of City Hall in said City at 5:30 p.m. of said day. Application to be considered for renewal pursuant to SDCL 35-4 is as follows:

Dakotamart Gas Custer - Package (Off Sale) Liquor

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

Dated this 30<sup>th</sup> day of January 2020.

/s/Sydney Gramkow  
Deputy Finance Officer

Custer County Chronicle - Please Publish February 5<sup>th</sup>, 2020

RESOLUTION #02-18-20A  
SEWAGE TREATMENT, BILLING AND MAINTENANCE AGREEMENT

This Agreement for treatment, billing and maintenance, is entered into as of the 3rd day of February, 2020, by and between the City of Custer City, South Dakota, hereinafter referred to as the "City" and the East Custer Sanitary Sewer and Water District, Custer, South Dakota, hereinafter referred to as the "District."

This agreement shall specifically supersede and replace that certain Sewage Treatment contract originally entered into between the parties hereto, signed March 17, 1975, consisting of three pages, and any and all amendments and addendums executed thereafter, including Resolution #11-21-16C.

Witnesseth:

Whereas the District is organized and established under the provisions of SDCL 34A-5 and Acts amendatory thereof, for the purpose of operating, maintaining and repairing sewage collection system serving sewer users within the District, as indicated on exhibit "A" attached hereto, establishing the exterior boundaries of said district.

Whereas, the City now owns and operates a sewage treatment plant with a capacity currently capable of serving the present customers of the City's system and the estimated number of sewer users to possibly be served by the said District.

Whereas, treatment of sewage for the District in accordance with the terms set forth herein is approved, and the execution of this contract is duly authorized by Resolution hereinafter set forth, and

Whereas, by Resolution of the Board of Trustees of the District hereinafter set forth, treatment of the District's sewage by the City is hereby approved and the execution of this contract is duly authorized;

Now therefore, in consideration of the foregoing and mutual agreements hereinafter set forth,

A. The City Agrees:

1. (Quality and Quantity) To adequately treat the non-industrial sewage of the District, during the term of this Agreement or any renewal or extension thereof, according to the standards established by the South Dakota Department of Environmental Protection in such quantity as may be required by

the District; however, not to exceed the design capacity of the City Sewage Treatment Plant.

2. (Billing Procedure) The District certifies that they are authorized by their bylaws and regulations to enter into this Agreement on behalf of their members. The City shall be responsible to charge for, bill and collect for all sewer fees or charges, or any debt surcharge therefore, directly to the District's members, and to pay the appropriate amount (\$1,300 monthly) to the District on or before the 20<sup>th</sup> day of each month for the preceding month through automatic deposit in the District's account. Such stated monthly payment shall be utilized by the District to assist with the District's monthly recurring responsibilities including but not limited to debt payments, insurance, repairs beyond the terms of this agreement, etc. The City shall charge and apply late fees as stated in section 13.20.090 of the Custer Municipal Code. A Service reduction for those members who do not occupy their residence or business for a period thirty consecutive days or greater, will be applied in accordance with section 13.24.060 of the Custer Municipal Code, except that the rate shall be as set forth in the East Custer Sewer District Rate Schedule, attached hereto as "Exhibit C" .
3. (Rates) The City shall charge each member of the District on a monthly basis at the rate(s) as stated in the East Custer Sewer District Rate Schedule, attached hereto as "Exhibit C", as the same may be amended.
4. (Maintenance/Repairs) The City shall conduct the general maintenance and repairs to the lift stations, read the commercial meters and jet the sewer lines once every 18 months. General maintenance and repairs shall include assisting with freeze ups no more than twice a year, pulling and cleaning each pump no more than twice year. Large repairs shall be excluded from the City's responsibility hereunder, for example replacement of a lift station pump or excavation and repair & replacement of any section of sewer line shall be the District's responsibility.

B. The District Agrees:

1. (Board of Trustees) The District shall maintain their Board of Trustees who shall be responsible for and govern all activities of the District, and the Board shall be the point of contact for the City. The Board shall provide annually by December 31<sup>st</sup> each year a list of board members and contact information for each board member and shall appear at the First Council meeting the following year with an annual update to Council for the preceding year.
2. (Maintenance/Repair) District hereby agrees to be responsible for costs outside of general repairs and maintenance of the system, including but not limited to meter replacement, pipe repair, manholes, lift station equipment replacement, etc to the point of entry to the City's Sewer Main, as displayed in "Exhibit B" (whether that portion of the system is located on District or City land), attached hereto and incorporated herein by this reference as though set forth in full. If the City does any additional repairs, maintenance outside of their scope, they shall bill the District for additional cost.
3. **All commercial member's properties must be metered.** The City shall be responsible for reading and reporting all meters within the District on a monthly basis and ensuring that said meters are working accurately. At City's discretion, City's employees may enter onto District's property to conduct independent readings of any meters to verify that the same are working accurately.
4. (Outstanding Bills and Debt) The District shall be responsible for all debt, debt payments, insurance, and other expenditures the District sees fit. The District shall be responsible for all debt repayment and any reporting requirements in accordance with such debt.

C. It is Further Mutually Agreed Between the City and District:

1. (Term of Agreement) That this Agreement shall extend for a term of two years from the date of execution of this Agreement/Resolution. This Agreement may be extended for an additional five-year period upon agreement of the parties. Written notice of intent to renew shall be provided at least 90 days prior to

termination of this Agreement to the other party by certified mail, return receipt requested.

2. (Treatment of Sewage) That the City will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to treat the District's sewage. Temporary or partial failure to treat sewage shall be remedied with all possible dispatch.
3. (Type of Sewage) That the District will discharge only domestic sewage and will allow no storm water, ground water, or grease or oil to enter its collection system. This Agreement does not allow for any treatment of industrial or trucked in waste. If any industrial or trucked in waste is intended to be discharged by the District, a separate agreement must be made to provide for its monitoring and treatment, prior to any such discharge.
4. (Modification of Agreement) The provisions of this Agreement may be modified or altered only by mutual written agreement executed by both parties. The parties further agree that this Sewage Treatment Agreement contains the entire agreement of the Parties, and there are no other terms or conditions, oral or written, not contained herein.
5. (Regulatory Agencies) That this Agreement is subject to such rules, regulations, or laws as may be applicable to similar agreements in this state, and the City and District will collaborate in obtaining such permits, certifications, or the like, as may be required to comply therewith.
6. (Miscellaneous) That the construction/operation of the sewage collection system by the District is financed by loans made or insured by, and/or grants from governmental entities. The provisions hereof pertaining to the District's loan obligations for any improvements/upgrades are conditioned upon the written approval of the appropriate governmental entity.
7. (Priority of City's Use) That the City shall have first priority for the use of the City's treatment plant hereunder.
8. (Annexation) That annexation of District by the City shall nullify this Agreement, unless only a portion of District shall be so annexed. In that case, the portion so annexed shall be excluded from this Agreement.

9. (Municipal Code Reference) The parties agree that any reference to the Custer Municipal Code herein shall incorporate all terms of the referred to code section as though set forth in full and shall apply to any future amendments thereof.
10. (Unenforceability) In the event any portion of this Agreement is determined invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
11. (Successor to the District) That in the event of any occurrence rendering the District incapable of performing under this Agreement, any successor of the District, whether through result of legal process, assignment, or otherwise shall succeed to the rights of the District hereunder.
12. (Default) Failure by either Party to comply with any term or condition contained in this Agreement shall constitute default; in such an event, the non defaulting Party shall provide written notice to the other Party, advising them they have thirty days to correct such default, and that in the event such default is not satisfactorily resolved within said thirty-day period, the Party claiming default may proceed in accordance with any remedies available to them pursuant to South Dakota law.
13. (Indemnification and Liability Insurance)
  - (a) District shall indemnify, hold harmless and defend City from and against any and all costs, expenses (including reasonable attorney's fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind asserted by or on behalf of any person, entity or governmental authority, arising out of or in any way connected with operation of the District, and City shall not be liable to District on account of, (i) any failure by District to perform any of the terms, covenants or conditions of this Agreement required to be performed by District, (ii) any failure by District to comply with any statutes, ordinances, regulations or orders of any governmental authority, or (iii) any accident, death or personal injury, or damage to or loss or theft of property, which shall occur in or about the District's premises except as the same may be caused by the gross negligence of City, its employees or agents.

(b) During the term of this Agreement or any renewal thereof, District shall maintain and promptly pay all premiums for general public liability insurance against claims for personal injury, death or property damage occurring upon, in or about the District, such insurance to afford protection in an amount of not less than \$1,000,000 with respect to injury or death to a single person and an amount of not less than \$2,000,000 with respect to any one occurrence, and for damage to property in an amount of not less than \$1,000,000 made by, or on behalf of, any person or entity, firm or corporation arising from, related to or connected with the District's premises, arising from any one occurrence, with such insurance company or companies as shall be satisfactory to City from time to time, and all such policies and renewals thereof shall name the City and the District as insured. On or before the commencement date of the term of this Agreement and thereafter not less than thirty (30) days prior to the expiration dates of said policy or policies, District shall provide copies of policies or certificates of insurance evidencing coverage required by this Agreement; these policies shall name the City as additional named insured party.

14. (Notice) Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to City to: City of Custer

622 Crook Street

Custer, SD 57730

If to District to: ECSD

PO Box 6046

Custer, SD 57730

In Witness Whereof the acting Mayor of the City of Custer City, South Dakota, and the President of the Board of Trustees of the East Custer Sanitary Sewer and Water

District, have hereunto subscribed their names on the date and year hereinbefore mentioned.

Be It Resolved that the Agreement herein written is duly authorized and the terms and conditions thereof are hereby approved.

City of Custer

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

ATTEST:

\_\_\_\_\_  
Laurie Woodward, Finance Officer

East Custer Sanitary Sewer  
and Water District

\_\_\_\_\_  
President, East Custer  
Sanitary Sewer & Water  
District

ATTEST:

\_\_\_\_\_  
Secretary, East Custer Sanitary  
Sewer & Water District







# PROPOSED 2020 UTILITY RATES with CITY MANAGEMENT EAST CUSTER SEWER DISTRICT

Exhibit C

9.15

Commercial	1000	2000	3000	4000	5000	6000	7000	8000	9000	10000	20000
	Gallons	Gallons	Gallons	Gallons	Gallons	Gallons	Gallons	Gallons	Gallons	Gallons	Gallons
Wastewater	64.30	64.30	73.45	82.60	91.75	100.90	110.05	119.20	128.35	137.50	229.00
Aerator Project Fee	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50
<b>Total Commercial Rate</b>	<b>69.80</b>	<b>69.80</b>	<b>78.95</b>	<b>88.10</b>	<b>97.25</b>	<b>106.40</b>	<b>115.55</b>	<b>124.70</b>	<b>133.85</b>	<b>143.00</b>	<b>234.50</b>

Commercial	30000	40000	50000	60000	70000	80000	90000	100000	200000
	Gallons								
Wastewater	320.50	412.00	503.50	595.00	686.50	778.00	869.50	961.00	1876.00
Aerator Project Fee	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50	5.50
<b>Total Commercial Rate</b>	<b>326.00</b>	<b>417.50</b>	<b>509.00</b>	<b>600.50</b>	<b>692.00</b>	<b>783.50</b>	<b>875.00</b>	<b>966.50</b>	<b>1881.50</b>

Sewer	\$65.00
Sewer Bond	\$ 5.50
<b>Residential Rate</b>	<b>\$70.50</b>

Residential	\$40.00
Vacation Rate	\$ 5.50
<b>Commercial</b>	<b>\$45.50</b>

Commercial	\$40.00
Vacation Rate	\$ 5.50
<b>Commercial</b>	<b>\$45.50</b>



REQUEST TO BE ON AGENDA  
CUSTER CITY COUNCIL MEETING

NAME: Van Arp PHONE #: 440-0640

ADDRESS: 25574 Veterans Tr.

RECEIVED

FEB 13 2020

MEETING DATE: Feb. 18

CITY OF CUSTER

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

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

Request Showmobile for June 18-19-20, 2020  
at 5<sup>th</sup> St. & Mt. Rushmore Rd., on 5<sup>th</sup> between  
alley & Mt. Rushmore Rd.

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

For Music event "Custer Summer Kickoff"  
sponsored by Custer Area Arts Council

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

\_\_\_\_\_

SIGNATURE [Signature] DATE 2/13/20

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



**CUSTER CITY 2020 ASPHALT SURFACE TREATMENT PROJECT  
CUSTER, SOUTH DAKOTA**

Bid Tabulation Sheet

Bid Opening – February 5, 2020 – 2:00 P.M.

None

Bidder's Name Address	Bid Bond	Addendum Acknowledged	CRS-2P Asphalt Emulsion	Cover Aggregate	CSS-1h Fog Seal	Total
Bituminous Paving Rapid City, SD	Yes		\$3.75/Unit 55,732.50	\$75 / Unit 41,175.00	\$2.75/Unit 12,771.00	110,278.50
Simon Rapid City, SD	Yes		\$3.00/Unit 44,586.00	\$95.50/Unit 53,193.50	\$4.00/Unit 18,576.00	116,355.50





February 10, 2020

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

RE: Custer Drainage Improvements  
Custer City, South Dakota  
Project #19-1071

Dear Mr. Morrison,

Bids were received and opened February 5, 2020 at 2:00 p.m. MT at City Hall in Custer City, South Dakota. Two (2) bids were received. The Bid Tabulation is attached.

Western Construction submitted a bid on the incorrect Bid Form. Addendum No. 1 was issued on February 1, 2020 and included the revised Bid Form. Western Construction acknowledged Addendum No. 1 on their submitted Bid Form. Western Construction is disqualified as a result.

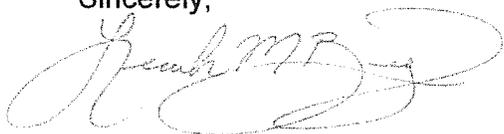
The construction budget for this project was not set due to the project combining multiple locations with the goal of having a greater quantity of work and materials to be more appealing to contractors. The Engineer's Estimate for the project is \$277,771.16 based on average prices over the past couple of years and projected amounts for this construction season. The lowest, and only valid bidder is Simon Contractors of SD, Inc., with the bid amount of \$361,235.28.

Two locations out of the four locations included in this project were bid in 2016 and came in over budget by 14%. This bid letting resulted in the bid coming in 23% over the Engineer's Estimate. This indicates that there is added expense unique to the Custer area for the local contractors available.

The experience, reputation, and financial condition of Simon Contractors of SD, Inc. indicates that they are capable of successfully completing the required work for this project. It is our understanding that the bid of \$361,235.28 is likely over the expected project amount for construction this year. Therefore, it is recommended that the City of

Custer City award the contract for the Custer Drainage Improvements Project if the City Council decides the project is in the best interest of the City, taking into account the available budget.

Sincerely,

A handwritten signature in cursive script, appearing to read "Leah M. Berg". The signature is written in black ink and is positioned above the printed name.

Leah M. Berg, P.E.  
President



BID TABULATION

CUSTER DRAINAGE IMPROVEMENTS PROJECT  
CUSTER CITY, SOUTH DAKOTA



BID OPENING: February 5, 2020, 2:00 p.m. MT. City Hall, Custer City, SD

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	Engineer's Estimate Rapid City, SD		SIMON CONTRACTORS SD Rapid City, SD		WESTERN CONSTRUCTION Rapid City, SD	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
BASE BID									
1	Mobilization	1.0	LS	\$ 20,000.00	\$ 20,000.00	\$ 42,220.00	\$ 42,220.00	\$ 20,500.00	\$ 20,500.00
2	Miscellaneous and Incidentals	1.0	LS	\$ 3,500.00	\$ 3,500.00	\$ 23,475.00	\$ 23,475.00	\$ 14,000.00	\$ 14,000.00
3	Erosion and Sediment Control	1.0	LS	\$ 1,600.00	\$ 1,600.00	\$ 4,430.00	\$ 4,430.00	\$ 1,600.00	\$ 1,600.00
4	Construction Staking	1.0	LS	\$ 2,200.00	\$ 2,200.00	\$ 10,430.00	\$ 10,430.00	\$ 11,100.00	\$ 11,100.00
5	Traffic Control	1.0	LS	\$ 3,000.00	\$ 3,000.00	\$ 8,300.00	\$ 8,300.00	\$ 5,380.00	\$ 5,380.00
6	Unclassified Excavation	20.0	CY	\$ 25.00	\$ 500.00	\$ 82.00	\$ 1,640.00	\$ 30.00	\$ 600.00
7	Rock Excavation	10.0	CY	\$ 150.00	\$ 1,500.00	\$ 160.00	\$ 1,600.00	\$ 170.00	\$ 1,700.00
LOCATION NO. 1 Bryden Drive, between Harney Street and Leisinger Lane									
1	Remove and Reset Mailbox	2.0	EA	\$ 200.00	\$ 400.00	\$ 335.00	\$ 670.00	\$ 185.00	\$ 370.00
2	Remove and Salvage Pavement	85.5	SY	\$ 8.50	\$ 726.75	\$ 16.35	\$ 1,397.93	\$ 21.00	\$ 1,795.50
3	Remove 15" CMP Culvert	49.0	LF	\$ 10.00	\$ 490.00	\$ 24.00	\$ 1,176.00	\$ 7.50	\$ 367.50
4	Remove 15" HDPE Culvert	37.0	LF	\$ 10.00	\$ 370.00	\$ 24.00	\$ 888.00	\$ 7.50	\$ 277.50
5	Scarify and Recompact Subgrade - 8" Depth	2497.2	SY	\$ 1.80	\$ 4,494.96	\$ 3.20	\$ 7,991.04	\$ 10.00	\$ 24,972.00
6	Remove Concrete Drainage Pan	3.3	SY	\$ 40.00	\$ 132.00	\$ 64.25	\$ 212.03	\$ 75.00	\$ 247.50
7	Gravel Surfacing	90.0	TON	\$ 35.00	\$ 3,150.00	\$ 60.25	\$ 5,422.50	\$ 65.00	\$ 5,850.00
8	Utility Adjustments (2)	1.0	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,100.00	\$ 1,100.00	\$ 300.00	\$ 300.00
9	Aggregate Base Course (4")	561.9	TON	\$ 37.50	\$ 21,071.25	\$ 51.50	\$ 28,937.85	\$ 70.00	\$ 39,333.00
10	Asphalt Pavement, (4")	561.9	TON	\$ 115.00	\$ 64,618.50	\$ 113.25	\$ 63,635.18	\$ 85.00	\$ 47,761.50
11	Material Testing	1.0	LS	\$ 4,000.00	\$ 4,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00
12	Topsoil	48.6	CY	\$ 46.00	\$ 2,235.60	\$ 105.00	\$ 5,103.00	\$ 110.00	\$ 5,346.00
13	Seed, Fertilize and Cover	375.0	SY	\$ 4.75	\$ 1,781.25	\$ 1.80	\$ 675.00	\$ 2.00	\$ 750.00
14	Remove and Reset Sign	1.0	EA	\$ 150.00	\$ 150.00	\$ 170.00	\$ 170.00		<i>Missing due to incorrect Bid Form</i>
LOCATION NO. 2 An alley between N. 2nd St. and N. 3rd St, North of Harney St.									
1	Remove and Reset Mailbox	4.0	EA	\$ 200.00	\$ 800.00	\$ 335.00	\$ 1,340.00	\$ 185.00	\$ 740.00
2	Scarify and Recompact Subgrade - 8" Depth	925.0	SY	\$ 1.80	\$ 1,665.00	\$ 2.65	\$ 2,451.25	\$ 20.00	\$ 18,500.00
3	Remove PCC Sidewalk	117.5	SF	\$ 12.00	\$ 1,410.00	\$ 5.75	\$ 675.63	\$ 2.50	\$ 293.75
4	Remove 12" CMP Culvert	83.5	LF	\$ 10.00	\$ 835.00	\$ 24.00	\$ 2,004.00	\$ 8.50	\$ 709.75
5	Remove 15" CMP Culvert	25.5	LF	\$ 10.00	\$ 255.00	\$ 24.00	\$ 612.00	\$ 8.50	\$ 216.75
6	Gravel Surfacing	11.3	TON	\$ 35.00	\$ 395.50	\$ 68.70	\$ 776.31	\$ 65.00	\$ 734.50
7	Sidewalk	54.0	SF	\$ 12.50	\$ 675.00	\$ 21.20	\$ 1,144.80	\$ 24.00	\$ 1,296.00
8	Aggregate Base Course (4")	203.1	TON	\$ 37.50	\$ 7,616.25	\$ 58.00	\$ 11,779.80	\$ 80.00	\$ 16,248.00
9	Asphalt Pavement, (4")	203.1	TON	\$ 120.00	\$ 24,372.00	\$ 122.25	\$ 24,828.98	\$ 125.00	\$ 25,387.50
10	Material Testing	1.0	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00
11	Topsoil	22.2	CY	\$ 46.00	\$ 1,021.20	\$ 113.00	\$ 2,508.60	\$ 110.00	\$ 2,442.00
12	Seed, Fertilize and Cover	200.0	SY	\$ 4.75	\$ 950.00	\$ 1.80	\$ 360.00	\$ 2.00	\$ 400.00
LOCATION NO. 3 An Alley between S. 3rd St. and S. 4th St.									
1	Drainage Pan, PCC 3' wide, 6" thickness	224.8	SY	\$ 105.00	\$ 23,604.00	\$ 100.00	\$ 22,480.00	\$ 115.00	\$ 25,852.00
2	Curb and Gutter, Modified Roll Type	190.5	LF	\$ 40.00	\$ 7,620.00	\$ 37.50	\$ 7,143.75	\$ 45.00	\$ 8,572.50
3	Drop Inlet with Frame and Grate	1.0	EA	\$ 2,600.00	\$ 2,600.00	\$ 3,900.00	\$ 3,900.00	\$ 3,200.00	\$ 3,200.00
4	Manhole cover, grate type	1.0	EA	\$ 300.00	\$ 300.00	\$ 660.00	\$ 660.00	\$ 250.00	\$ 250.00
5	12" RCP Storm Sewer	190.5	LF	\$ 65.00	\$ 12,382.50	\$ 72.00	\$ 13,716.00	\$ 100.00	\$ 19,050.00
6	Connect RCP storm sewer to new drop inlet	1.0	EA	\$ 1,100.00	\$ 1,100.00	\$ 1,700.00	\$ 1,700.00	\$ 4,500.00	\$ 4,500.00
7	Connect RCP storm sewer to existing manhole	1.0	EA	\$ 1,800.00	\$ 1,800.00	\$ 1,700.00	\$ 1,700.00	\$ 2,000.00	\$ 2,000.00
8	Grading, alley cross slope	202.2	CY	\$ 30.00	\$ 6,066.00	\$ 25.50	\$ 5,156.10	\$ 40.00	\$ 8,088.00
9	Aggregate Base Course (5")	145.8	TON	\$ 37.50	\$ 5,467.50	\$ 50.50	\$ 7,362.90	\$ 105.00	\$ 15,309.00
10	Asphalt Pavement, 5"	145.8	TON	\$ 115.00	\$ 16,767.00	\$ 121.25	\$ 17,678.25	\$ 140.00	\$ 20,412.00
11	Material Testing	1.0	LS	\$ 5,000.00	\$ 5,000.00	\$ 1,650.00	\$ 1,650.00	\$ 3,000.00	\$ 3,000.00
LOCATION NO. 4 Intersection of S. 10th Street and Gordon Street									
1	Double Type B drop inlet with frame and grate	1.0	EA	\$ 6,200.00	\$ 6,200.00	\$ 8,200.00	\$ 8,200.00	\$ 4,000.00	\$ 4,000.00
2	12" RCP Storm Sewer	27.7	LF	\$ 70.00	\$ 1,939.00	\$ 93.00	\$ 2,576.10	\$ 125.00	\$ 3,462.50
3	Connect RCP storm sewer to new drop inlet	1.0	EA	\$ 1,100.00	\$ 1,100.00	\$ 1,650.00	\$ 1,650.00	\$ 1,500.00	\$ 1,500.00
4	Connect RCP storm sewer to existing 24" CMP storm sewer	1.0	EA	\$ 2,200.00	\$ 2,200.00	\$ 1,650.00	\$ 1,650.00	\$ 1,300.00	\$ 1,300.00
5	Remove and Salvage Asphalt Pavement	24.9	SY	\$ 8.50	\$ 211.65	\$ 23.00	\$ 572.70	\$ 265.00	\$ 6,598.50
6	Patch asphalt roadway	8.5	TON	\$ 150.00	\$ 1,275.00	\$ 400.00	\$ 3,400.00	\$ 250.00	\$ 2,125.00
7	Seed, Fertilize and Cover Disturbed Area	47.0	SY	\$ 4.75	\$ 223.25	\$ 1.80	\$ 84.60	\$ 2.00	\$ 94.00
<b>GRAND TOTAL BID AMOUNT:</b>					\$ 277,771.16		\$ 361,235.28		\$ 384,532.25
<i>Bidder disqualified</i>									





# Planning Department

City of Custer City  
622 Crook Street  
Custer, SD 57730

Phone (605) 673-4824  
Fax (605) 673-2411  
timh@cityofcuster.com

2/14/2020

City Council

You have a document provided by Ainsworth Benning presenting 9 Value Engineering (VE) Options for the CCC project. In my opinion these are all viable options to save cost on the project. None of which greatly affect the final operation of the project, therefore all 9 should be considered. However, please note that although it is listed as an alternate, I also feel that the Council should consider Alternate #5 – Data Cabling into the cost to move forward as this is a necessity to operate the facility. Additionally, should construction move forward a small amount of asbestos containing pipe insulation would need to be abated prior to, so this cost should also be considered.

Total With VE Options	\$ 4,920,726.00
Alternate 5 - Data Cabling	\$ 67,631.00
Minor Asbestos Removal (Pipe Insulation)	\$ 2,450.00
<b>Total Cost of Const 2/18/2020</b>	<b>\$ 4,990,807.00</b>
Total Budget	\$ 4,500,000.00
Total Over Budget	\$ 490,807.00

Tim H

2/14/2020



2/13/2020

## Custer Community Center VE Options

Division	Description		
Arch	3rd Floor Paint & Flooring Only	\$	(30,000.00)
Arch	Deduct Demo of Boilers	\$	(32,915.00)
Civil	Delete Flagstone Paving	\$	(39,310.00)
Elec	LED Lighting Alternate	\$	(40,411.00)
Elec	New Electrical Plans (Including Alternate Fire Alarm Scope)	\$	(22,182.00)
Mech	New Mechanical Plan (Re-Use Boilers)	\$	(196,551.00)
Mech	New Plumbing Plan	\$	(44,926.00)
Civil	Remove Concrete at Fencing, Switch to Chainlink	\$	(29,812.00)
Civil	Remove Concrete Pad South of Play Area	\$	(8,078.00)
<b>Total VE Options</b>		\$	<b>(444,185.00)</b>
<b>Total GMP</b>		\$	<b>5,364,911.00</b>
<b>Total with VE Options</b>		\$	<b>4,920,726.00</b>
<b>Total Budget</b>		\$	<b>4,500,000.00</b>
<b>Total Over Budget</b>		\$	<b>420,726.00</b>

With 5% Contingency

### Add Alternates

Arch	Alternate 1-Elevator	\$	224,008.00
Arch	Alternate 2-Finish 2nd Floor	\$	344,883.00
Arch	Alternate 3-Generator	\$	127,090.00
Arch	Alternate 4-Foam Insulation	\$	28,223.00
Arch	Alternate 5-Data Cabling	\$	67,631.00
<b>Alternate Total</b>		\$	<b>791,835.00</b>

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 4<sup>th</sup>, 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 <sup>nd</sup> 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 4<sup>th</sup>, 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

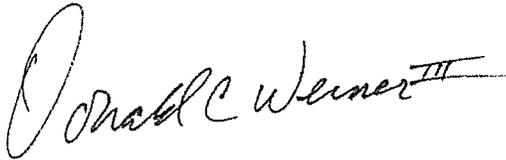
*Fire Sprinkler System*

- 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



DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

South Dakota Surface Water Discharge Program
Application for Permit to Discharge Wastewater

GENERAL INFORMATION

This form is provided by the Secretary of the South Dakota Department of Environment and Natural Resources in accordance with '74:03:18:09 of the Administrative Rules of South Dakota. No South Dakota Surface Water Discharge Permit will be issued except under completion, and submittal of this form to:

South Dakota Department of Environment and Natural Resources
Surface Water Quality Program
Joe Foss Building
523 East Capitol Avenue
Pierre, South Dakota 57501-3181

Check the appropriate response:

[X] Permit Renewal [ ] New Application

Indicate type of facility (check most appropriate response):

[X] POTW [ ] Industry
[ ] Water Treatment Plant [ ] Federal
[ ] Other (please specify)

PLEASE PRINT OR TYPE

1. Name of Facility:

Custer Wastewater Treatment Plant

2. Mailing Address of Owner:

Name City of Custer
Street 622 Crook Street
City Custer
State SD County Custer Zip Code 57730

3. Mailing address of facility (if different from owner):

Name
Street
City
State SD County Zip Code

Include other local contacts:

Name Corbin Herman Title Mayor Phone (605) 673-4824
Name Robert Morrison Title Public Works Director Phone (605) 673-4824

4. Telephone Number:

Owner: (605) 673-4824 Facility: (605) 673-2638

FOR SDDENR USE ONLY
Application Number:
Date Received:
New Facility:
Receiving Stream:
Permit Number:
Date Permitted:
Existing Facility:
PCS:

5. Is this facility located on Indian lands?

- Yes  
 No

6. Please include a brief description of the nature of the business conducted at this facility. Include from one to four Standard Industrial Classification (SIC) codes which best reflect the principal products or services provided by the facility.

Treatment of domestic and municipal wastes.

Please list all the activities which require the applicant to obtain a discharge permit.

Discharge of treated wastewater.

7. Operational History:

Date Constructed: 7/1/1986

Operational Start-up: 7/1/1986

**NOTE:** Provide a narrative description of each change or improvement made to this facility, either currently underway or anticipated over the next five years, which will affect the quality of the discharge or generated sludge. For each change or improvement, provide projected dates, as accurately as possible, for completion of each step listed below:

A. Begin Construction April 2022

B. End Construction November 2023

C. Begin Discharge November 2023

D. Operational Level Attained May 2024

Proposed changes to treatment plant:

Construct submerged attached growth reactor to improve discharge.

Improve pumping capacity of WWTP

Construct new force main in order to discharge to French Creek below Stockade Lake.

Please refer to "Recommended Alternatives", page 39 of Wastewater Facility Plan, City of Custer, December 2019

8. Type of treatment (check all appropriate boxes):

A. No treatment

**Stabilization pond:**

A. Effluent discharge to "Waters of the State"

B. Effluent used for irrigation

C. Total retention - No Discharge

D. Stabilization pond/artificial wetland system

E. Infiltration/percolation basins

F. Aerated Lagoon

G. Other, please explain: \_\_\_\_\_

**Mechanical Treatment Facilities:**

A. Conventional Secondary Treatment

B. Advanced Treatment - Tertiary

C. Other, please explain: \_\_\_\_\_

**NOTE:** Please attach a description of the treatment units employed by the facility, including a line drawing of the current wastewater treatment facility. Waters of the State can not be used for treatment

9. Number of separate discharge points which have an existing or potential release of treated or untreated wastewater (outfalls): 3

Describe the discharge and the type of wastewater from each outfall. Include all overflows, bypasses, or seasonal discharges from lift stations, lagoons, holding ponds, etc.:

Outfall 001 Flynn Creek

Outfall 002 Rocky Knolls Golf Course holding pond

Outfall 003 French Creek below Stockade Lake

Attach additional sheets if necessary.

**NOTE:** Please place points of discharge on a topographic map, or other map if a topographic map is unavailable. This map should extend to one (1) square mile beyond the property boundaries of the facility and each of its intake and discharge facilities; each of its hazardous waste treatment, storage, or disposal facilities; each well where fluids from the facility are injected underground; and those wells, springs, other surface water bodies, drinking water wells, and surface water intake structures listed in public records, or otherwise known to the applicant in the map area.

10. Are you able to bypass your treatment facility?

Yes If yes, which outfall(s) listed above correspond to this bypass discharge? \_\_\_\_\_

No

11. Is discharge (check one):

A. Continuous

B. Intermittent

C. Seasonal

D. No Discharge

If other than continuous, please explain:

12. Name of Receiving Waters: French Creek

If wastewater is discharged to places other than surface water, please explain:

13. Type of Sludge disposal (check all appropriate boxes):

- A. Land Application (please explain): \_\_\_\_\_
- B. Surface Disposal
- C. Landfill
- D. Other (please explain): \_\_\_\_\_
- E. Sludge is not generated or disposed of at this facility

14. If A, B, C, or D was marked in Question 13, provide a narrative on the following sludge production information: (Attach additional sheets if necessary)

- A. Tons of dry sludge produced each year \_\_\_\_\_
- B. Average percent solids sludge produced \_\_\_\_\_
- C. Tons of dry sludge disposed of each year \_\_\_\_\_
- D. Average percent solids sludge sent for use and/or disposal \_\_\_\_\_
- E. Attach any sludge monitoring data obtained over the last year (including groundwater monitoring data, results of hazardous waste tests, and results of actions taken to determine whether sludge is hazardous). Include a description of the methods used and sampling locations and dates.

15. List other information which you feel should be brought to the attention of the SDDENR in regard to the issuance of a discharge permit for the facility. (Attach additional sheets if necessary.)

Please refer to Custer's Wastewater Facility Plan dated December 2019

16. Type of Discharge (check all that apply):

- Publicly Owned Treatment Works (Complete Appendix A)
- Existing Industrial process wastewater (Complete Appendix B)
- New Industrial process wastewater (Complete Appendix C)
- Non-contact cooling water, or other non-process wastewater (Complete Appendix D)
- Storm water associated with industrial activity (Complete Appendix E)
- Large or medium municipal separate storm sewer system
- Discharge to sanitary sewer and/or Publicly Owned Treatment Works (Complete Appendix C)
- Backwash from water treatment plants (Complete Appendix C)
- Concentrated animal feeding operation (Complete Appendix C)
- Concentrated aquatic animal production facility (Complete Appendix C)
- Privately owned treatment works (Complete Appendix C)
- Federal facility (except those located on Indian reservations) (Complete Appendix C)
- Silvicultural point source (Complete Appendix C)
- Other (please specify) \_\_\_\_\_

17. Does this application substantially duplicate an application by the same applicant which was denied by the SDDENR or the USEPA within the past five years and which has not been reversed by a court of competent jurisdiction?

- Yes  
 No

**18. Existing Environmental Permits**

Please check all other Environmental Permits which are held by the facility. Include permit numbers in the space provided:

- A. NPDES or SWD (Discharges to Surface Water) SD 0023281
- B. UIC (Underground Injection of Fluids) \_\_\_\_\_
- C. RCRA (Hazardous Wastes) \_\_\_\_\_
- D. PSD (Air Emissions from Proposed Sources) \_\_\_\_\_
- E. Other (please specify) \_\_\_\_\_
- F. Other (please specify) \_\_\_\_\_

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I also certify that I will provide for the operation of this facility in accordance with the Rules and Regulations Governing Operation of Water Pollution Control Facilities and will provide certified operators as required by SDCL 34A-3, Water Supply and Treatment System Operators. I am aware that there are significant penalties for submitting false information, including revocation of the permit and the possibility of fine and imprisonment for knowing violations.

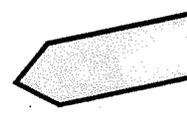
**NOTE:** Application must be signed by the authorized chief elective or executive officer of the applicant, or by the applicant, if an individual.

I declare and affirm under the penalties of perjury that this claim (petition, application, information) has been examined by me, and to the best of my knowledge and belief, is in all things true and correct.

Name Corbin Herman Title Mayor

Date \_\_\_\_\_

Signature \_\_\_\_\_





STATE OF SOUTH DAKOTA

BEFORE THE SECRETARY OF

THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

IN THE MATTER OF THE APPLICATION OF

CERTIFICATION OF

APPLICANT

STATE OF

COUNTY OF

I, \_\_\_\_\_, the applicant in the above matter after being duly sworn upon oath hereby certify the following information in regard to this application:

I have read and understand South Dakota Codified Law Section 1-40-27 which provides:

"The secretary may reject an application for any permit filed pursuant to Titles 34A or 45, including any application by any concentrated swine feeding operation for authorization to operate under a general permit, upon making a specific finding that:

(1) The applicant is unsuited or unqualified to perform the obligations of a permit holder based upon a finding that the applicant, any officer, director, partner, or resident general manager of the facility for which application has been made:

- (a) Has intentionally misrepresented a material fact in applying for a permit;
(b) Has been convicted of a felony or other crime involving moral turpitude;
(c) Has habitually and intentionally violated environmental laws of any state or the United States which have caused significant and material environmental damage;
(d) Has had any permit revoked under the environmental laws of any state or the United States; or
(e) Has otherwise demonstrated through clear and convincing evidence of previous actions that the applicant lacks the necessary good character and competency to reliably carry out the obligations imposed by law upon the permit holder; or

(2) The application substantially duplicates an application by the same applicant denied within the past five years which denial has not been reversed by a court of competent jurisdiction. Nothing in this subdivision may be construed to prohibit an applicant from submitting a new application for a permit previously denied, if the new application represents a good faith attempt by the applicant to correct the deficiencies that served as the basis for the denial in the original application.

All applications filed pursuant to Titles 34A and 45 shall include a certification, sworn to under oath and signed by the applicant, that he is not disqualified by reason of this section from obtaining a permit. In the absence of evidence to the contrary, that certification shall constitute a prima facie showing of the suitability and qualification of the applicant. If at any point in the application review, recommendation or hearing process, the secretary finds the applicant has intentionally made any material misrepresentation of fact in regard to this certification, consideration of the application may be suspended and the application may be rejected as provided for under this section.

Applications rejected pursuant to this section constitute final agency action upon that application and may be appealed to circuit court as provided for under chapter 1-26."

I certify pursuant to 1-40-27, that as an applicant, officer, director, partner, or resident general manager of the activity or facility for which the application has been made that I; a) have not intentionally misrepresented a material fact in applying for a permit; b) have not been convicted of a felony or other crime of moral turpitude; c) have not habitually and intentionally violated environmental laws of any state or the United States which have caused significant and material environmental damage; (d) have not had any permit revoked under the environmental laws of any state or the United States; or e) have not otherwise demonstrated through clear and convincing evidence of previous actions that I lack the necessary good character and competency to reliably carry out the obligations imposed by law upon me. I also certify that this application does not substantially duplicate an application by the same applicant denied within the past five years which denial has not been reversed by a court of competent jurisdiction. Further;

*"I declare and affirm under the penalties of perjury that this claim (petition, application, information) has been examined by me, and to the best of my knowledge and belief, is in all things true and correct."*

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Applicant (print)

\_\_\_\_\_  
Applicant (signature)

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public (signature)

My commission expires: \_\_\_\_\_

(SEAL)

**PLEASE ATTACH ANY ADDITIONAL INFORMATION NECESSARY TO DISCLOSE ALL FACTS  
AND DOCUMENTS PERTAINING TO  
SDCL 1-40-27 (1) (a) THROUGH (e).  
ALL VIOLATIONS MUST BE DISCLOSED, BUT WILL NOT  
AUTOMATICALLY RESULT IN THE REJECTION OF AN APPLICATION**



DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

South Dakota Surface Water Discharge Program
Application for Permit to Discharge Wastewater

APPENDIX A - PUBLICALLY OWNED TREATMENT WORKS

1. List the name and actual (or, if unavailable, estimated) population for each municipality, quasi-municipality, or unincorporated area served by this treatment facility: Custer 2000
Also, list the population equivalent, if known: East Custer San District 250

2. Provide the following plant Design and Treatment Data:

- A. Average design flow (MGD): .075 MGD
B. Peak design flow (MGD): 1.2 MGD
C. Average design organic treatment capacity: BOD 95, TSS 111, , TKN 20
D. Peak design organic treatment capacity: BOD 59, TSS 70, TKN 13

3. Indicate the type of sewer collection system.

- A. Combined sanitary/storm sewer
B. Both separate and combined sewer
C. Separate sanitary/storm sewer
D. Other (please specify):

4. If you checked "A" in question 3, during storm events is the increased flow:

- A. Bypassed to receiving stream with no treatment
B. Given partial treatment and discharged
C. Given complete treatment and discharged
D. Stored for later treatment

5. Does this treatment facility receive industrial wastes?

- Yes
No

If yes, list each significant Industrial User of the sewer system which meets any of the following criteria:

Subject to National Categorical Pretreatment Standards; Discharges 25,000 gallons per day or more of process wastewater; Contributes process wastewater which makes up five percent or more of the average dry weather hydraulic or organic capacity of the treatment plant; or has a reasonable potential to adversely affect the POTW treatment plant. Attach additional sheets if necessary.

Empty rectangular box for listing industrial users.

What percentage of the total flow to the wastewater facility can be attributed to non-domestic industrial sources? % of total flow

6. Are industrial discharges to the system controlled by ordinance?

- Yes
No

7. Does the City currently have an approved Pretreatment Program approved under 40 CFR 403?

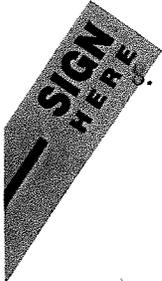
- Yes (See Note below)
- No
- Pretreatment Program is being developed

NOTE: If the City has an approved Pretreatment Program, has the City evaluated the need to update their local limits?

- Yes. When (attach any documentation) \_\_\_\_\_
- No

Will it be necessary to revise the City's local limits?

- Yes
- No



8. Does the plant receive trucked-in waste?

- Yes
- No

If yes, describe wastes received, allowable discharge point(s), and if waste is subject to any other local, state, or federal regulations:

9. Does your discharge contain or is it possible for your discharge to contain one or more of the following substances: ammonia, cyanide, aluminum, beryllium, cadmium, chromium, copper, lead, mercury, nickel, selenium, zinc, phenols?

- Yes, circle the substances which apply.
- No

10. List all instances, over the last three years, of pollutant "pass-through" of the treatment system into the environment without adequate treatment or of "interference" with the operation of the treatment facilities. Give a brief description of why each "pass-through" or "interference" incident occurred.

11. Indicate any discharge sample analyses which are routinely performed by a contract laboratory or consulting firm. For each pollutant for which such analysis is performed, list the name, address, and telephone number of each such laboratory or firm.

Ammonia-Nitrogen, E. Coli, Fecal Coliform, Sodium Absorption Ratio, Conductivity, TKN, Total Nitratee, Total Nitrites, Total Sulfates, Total Chlorides, Total Phosphorus, Total Dissolved Solids.  
Midcontinent Testing Laboratories, 2381 South Plaza Drive, PO Box 3388, Rapid City, SD 57709  
605-348-0111

12. Indicate any operational or maintenance aspects of your facility for which a contractor is responsible. Supply the name, address, and telephone number of the contractor and describe the contractor's responsibilities.

Maintenance of emergengy standby generator at WWTP  
DAK Generator, 3350 Jet Drive,. po Box 1116, Rapid City, SD 57709, 605-341-6160

WWTP Controls and Alarms  
Dakota Pump Inc., 12065 Quaal Road #99, Black Hawk, SD, 57718, 605-716-7505

13. Has this facility been classified as a "Major"?

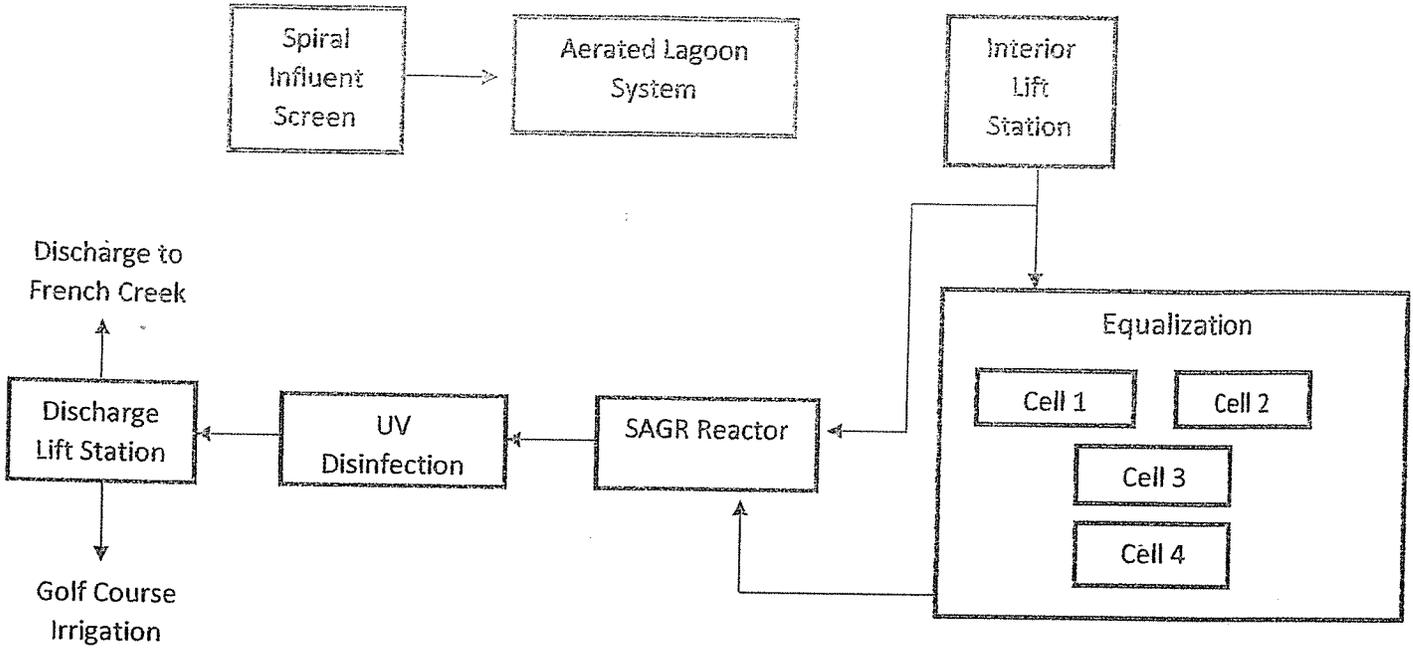
Yes, attach a copy of a Whole Effluent Toxicity (WET) Test.

No

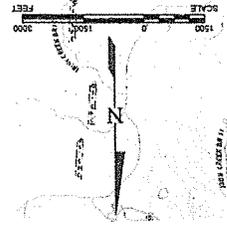
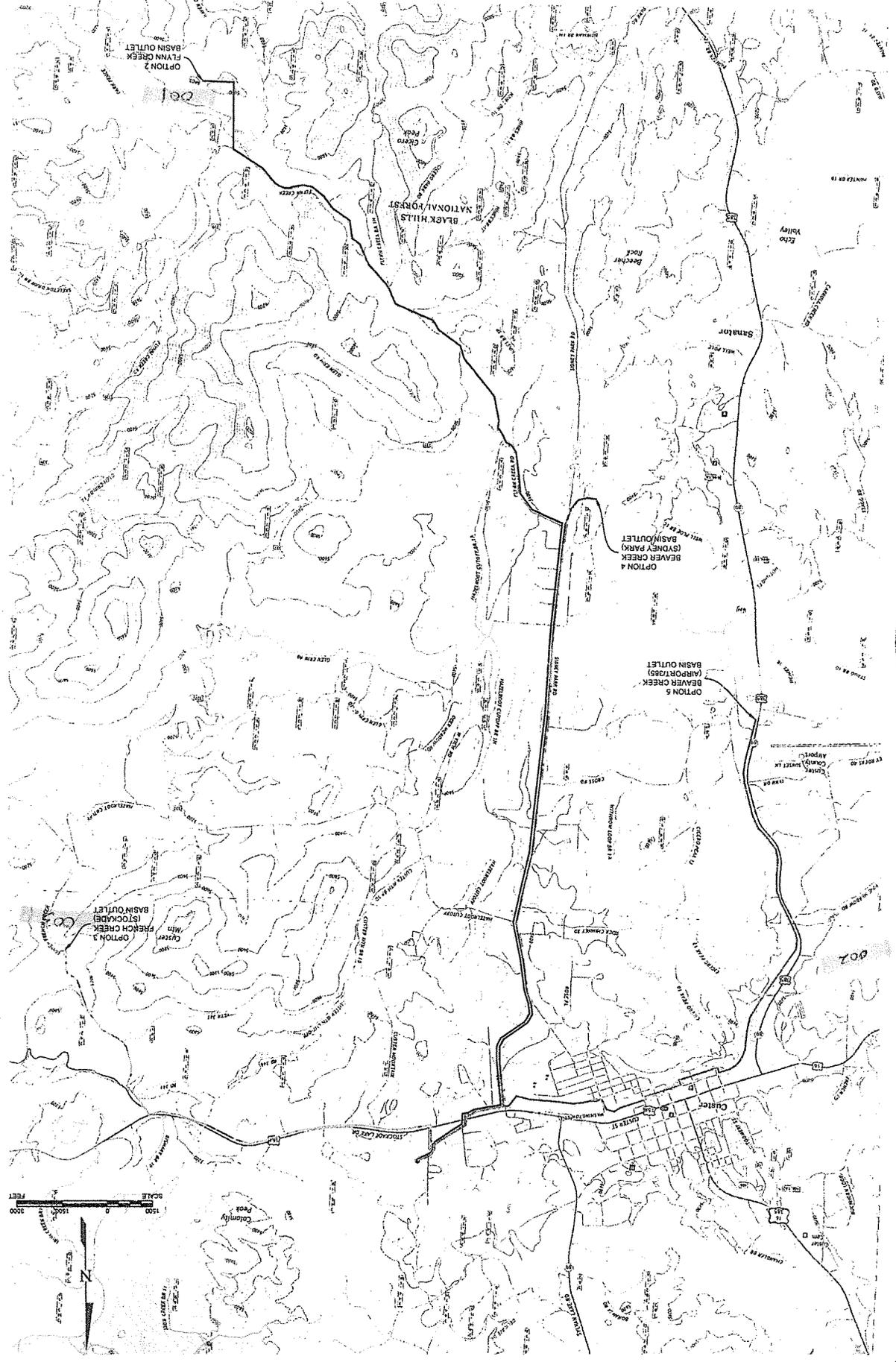
## CERTIFICATION OF APPLICANT (COA)

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**NOTE: After printing the above form (so you don't clear all the fields you filled in), then complete this Certification of Applicant form and submit it with your application.**









1881 Courthouse Museum, 2020 Subsidy, \$7,500.00  
American Legal Publishing, Professional Fees, \$886.60  
Black Hills Energy, Utilities, \$15,017.90  
Butler Machinery, Supplies, \$710.82  
Custer Ministerial Alliance, 2020 Subsidy, \$1,000.00  
Core & Main, Repairs and Maintenance, \$2,554.36  
Culligan, Repairs and Maintenance, \$18.50  
California State Disbursement, Deduction, \$92.30  
Chamber of Commerce, Sales Tax Subsidy, \$5,565.18  
Chronicle, Publishing, \$583.00  
Custer Ace, Supplies, Repairs & Maintenance, \$865.88  
Dakota Pump, 2020 Renewal, \$588.50  
Discovery Benefits, Supplies, \$30.00  
Fastenal, Supplies, \$36.07  
Fennell Design, Professional Fees, \$188.00  
French Creek Supply, Supplies, Repairs and Maintenance, \$915.63  
Green Owl Media, Professional Fees, \$156.00  
Hach, Repairs and Maintenance, \$158.06  
Hawkins, Supplies, \$5,296.89  
Lynn's Dakotamart, Supplies, \$30.00  
Mid-American Research Chemical, Supplies, \$341.00  
Midcontinent Testing Lab, Professional Fees, \$130.00  
Nelson's Oil & Gas, Supplies, \$922.26  
Petty Cash, Supplies, \$144.95  
Rapid Delivery, Professional Fees, \$66.15  
Ryan, Peg, Travel and Conference, \$178.08  
Servall, Supplies, \$283.92  
SD Division of Criminal Investigation, Municipal License, \$80.25  
The Hartford, Insurance, \$59.54  
USDA Loan Payment, \$8,910.00  
USA Bluebook, Repair and Maintenance, \$515.14  
Total Claims \$53,824.98

