

All City Council Meetings are recorded.

**CITY OF CUSTER CITY**  
**COUNCIL AGENDA**  
February 4<sup>th</sup>, 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 – January 22<sup>nd</sup>, 2019 Regular Meeting
4. Declaration of Conflict of Interest
5. Public Hearings - Public Presentations
  - a. First Reading – Ordinance #820 – Bond Schedule
  - b. First Reading – Ordinance #821 – Removing Section 15.12.020 Types of Buildings in Fire District
  - c. Resolution #02-04-2019 A and Resolution #02-04-2019B – Park Avenue Street Vacation
  - d.
6. Public Comments (3-minute max. per person, with total public comment period not to exceed 15 minutes)
7. Old Business
  - a.
  - b.
8. New Business
  - a. Minor Plat – Custer Park Subdivision
  - b. Residential Conditional Use Permit - Group Review and Reduced Fee
  - c. Harbach Park Phase 1 Design Contract - KLJ
  - d. Deer Management Deer Processing
  - e. Statement of Values
  - f. Employee Increases
  - g.
9. Presentation of Claims –
10. Department Head Discussion & Committee Reports –
11. Possible Executive Session – Personnel, Proposed Litigation, & Contract Negotiations (SDCL 1-25-2(1-4))
12. Adjournment

**REMINDERS**

- General Government Committee Meeting – February 11<sup>th</sup>, 2019 4:30 P.M.**  
**Planning Commission Meeting – February 12<sup>th</sup>, 2019 5:00 P.M.**  
**Regular City Council Meeting – February 19<sup>th</sup>, 2019 5:30 P.M.**  
**Park & Recreation Committee Meeting – February 20<sup>th</sup>, 2019 5:30 P.M.**  
**Public Works Committee Meeting – March 4<sup>th</sup>, 2019 4:30 P.M.**  
**Regular City Council Meeting – March 4<sup>th</sup>, 2019 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  
January 22<sup>nd</sup>, 2019**

Mayor Corbin Herman called to order the second meeting of the Common Council for the month of January 2019 at 5:34 p.m. Present at roll call were Councilpersons Blom, Whittaker, Nielsen, Fischer, Moore and Arseneault. The Pledge of Allegiance was stated.

**AGENDA**

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

**MINUTES**

Councilperson Nielsen moved, with a second by Councilperson Arseneault, to approve the minutes from the January 7<sup>th</sup> regular council meeting. The motion unanimously carried.

**CONFLICTS OF INTEREST**

Councilperson Moore stated that she would abstain from voting on the Gold Discovery Days Request. No other conflicts of interest were stated.

**SECOND READING – ORDINANCE #817 – WATER CONSERVATION CREDIT**

Councilperson Fischer moved to adopt Ordinance #817, Water Conservation Credit. Seconded by Councilperson Nielsen, the motion carried with Councilperson Blom, Whittaker, Nielsen, Fischer, Moore and Arseneault voting yes.

**SECOND READING – ORDINANCE #818 – FIRE SAFETY REGULATIONS**

Councilperson Blom moved to adopt Ordinance #818, Fire Safety Regulations. Seconded by Councilperson Nielsen, the motion carried with Councilperson Whittaker, Nielsen, Fischer, Moore, Arseneault and Blom voting yes.

**RESOLUTION #01-22-19A – TOBACCO-FREE PARK POLICY**

Councilperson Nielsen moved to adopt Resolution #01-22-19A, Tobacco-Free Park Policy. Seconded by Councilperson Blom, the motion unanimously carried.

**RESOLUTION 1-22-19A**

WHEREAS, the Custer City Council is committed to the quality of life for all residents; and  
WHEREAS, tobacco products are unhealthy and detrimental to the health of others; and  
NOW THEREFORE BE IT RESOLVED, that the Custer City Council adopts the attached one-page Tobacco-Free Park Policy.

Dated this 22<sup>nd</sup> day of January, 2019.

CITY OF CUSTER CITY

S/Corbin Herman, Mayor

ATTEST: Laurie Woodward, Finance Officer

**PUBLIC COMMENTS**

No public comments were received.

**GOLD DISCOVERY DAYS REQUEST – CHAMBER OF COMMERCE**

Councilperson Fischer moved to approve the Chamber of Commerce request for Gold Discovery Days 2019 which included the following:

\*Washington Street closure from 8<sup>th</sup> Street to 2<sup>nd</sup> Street, with a single lane between Dacotah Bank and 5<sup>th</sup> Street (right turn out of drive thru only with access to 5<sup>th</sup> Street) and South 4<sup>th</sup> Street being left open for traffic; from Thursday, July 18<sup>th</sup> at 5:00 pm through Sunday, July 21<sup>st</sup>.

\*Carnival to be placed on Washington Street between 8<sup>th</sup> Street and 6<sup>th</sup> Street and carnival campers/trailers parking on South 7<sup>th</sup> Street. With no open containers allowed in this area.

\*Open container from Friday, July 19<sup>th</sup> from 12:00 pm through midnight and Saturday, July 20<sup>th</sup> from 10:00 am to 7 pm on Washington Street from 2<sup>nd</sup> Street to 5<sup>th</sup> Street. With beer and wine only being allowed in the plastic event cups. Beer vendor on Washington Street will have to obtain a special malt beverage license by current licensee from the City.

\*Parade - line up on Pageant Hill then proceed out of Pageant Hill onto 9<sup>th</sup> Street to Gordon Street, onto 8<sup>th</sup> Street to Mt Rushmore Road then proceeding west on Mt Rushmore Road until 4<sup>th</sup> Street, exiting onto North 4<sup>th</sup> Street. Parade will be Saturday, July 20<sup>th</sup> at 10:00 am.

Seconded by Councilperson Whittaker, the motion carried with Councilperson Blom, Whittaker, Nielsen, Fischer and Arseneault voting yes while Councilperson Moore abstained.

**STREET VACATION REDUCED FEE – RONNI CALVIRD**

Councilperson Fischer moved to approve a reduced fee of \$100 for Ronni Calvird for street vacation to correct a previous vacation. Seconded by Councilperson Moore, the motion carried with Councilperson Nielsen, Fischer, Moore, Arseneault, Blom and Whittaker voting yes.

**DUCKS UNLIMITED FLAGS – DUCKS UNLIMITED COMMITTEE**

Councilperson Nielsen moved to approve allowing Duck Unlimited flags to be displayed downtown in conjunction with the Ducks Unlimited Executive Proclamation, which will be brought forward in March. Seconded by Councilperson Whittaker, the motion unanimously carried

**CLAIMS**

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

**2018 Claims**

Black Hills Energy, Utilities, \$13,265.05  
Chamber of Commerce, Sales Tax Subsidy, \$4,956.05  
Discovery Benefits, Supplies, \$27.00  
Hawkins, Supplies, \$20.00  
Home Slice Media Group, Bid Board, \$319.50  
State of SD, Sales Tax, \$1,598.54  
SD One Call, Supplies, \$159.43  
Unemployment Insurance Division of SD, \$27.65  
Total 2018 Claims \$20,373.22

**2019 Claims**

1881 Courthouse Museum, Subsidy, \$7,500.00  
Butler Machinery, Supplies, \$1,950.24  
California State Disbursement, Deductions, \$53.19  
Custer Ministerial Alliance, Subsidy, \$1,000.00  
Code Works, Professional Fees, \$684.50  
Custer Area Arts Council, Subsidy, \$2,000.00  
Custer YMCA, Training, \$280.00  
Clark, Jeff, Reimbursement, \$101.26  
Dakota Pump, Supplies, \$588.50  
Metering & Technology Solutions, Supplies, \$3,669.94  
Midcontinent Testing Labs, Professional Fees, \$549.40  
Morrison, Bob, Reimbursement, \$122.48  
Nelson's Oil & Gas, Supplies, \$1,999.75  
Northwest Pipe Fittings, Inc, Supplies, \$354.54  
Pace, Supplies, \$571.66  
Petty Cash, Supplies, \$444.40  
Pitney Bowes, Supplies, \$500.00  
Rapid City Journal, Supplies, \$406.50  
SRF Loan Payments, \$15,477.11  
SD DENR, Conference, \$30.00  
Stansbury, Lance, Reimbursement, \$33.98  
USDA Loan Payment, \$8910.00  
Vector Print and Design, Supplies, \$99.98  
Walker, Gaile, Reimbursement, \$319.95  
Wendell, Mark/ Elena, Utility Refund, \$30.93  
Total 2019 Claims \$47,678.31

**DEPARTMENT HEADS & COMMITTEE REPORTS**

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

Council took a break from 6:10 pm-6:30 pm. Councilperson Fischer left the meeting at 6:30 pm.

**CUSTER COMMUNITY CENTER FINANCING – TOBY MORRIS, DOUGHERTY & COMPANY**

Toby Morris, Dougherty & Company, visited with Council about the Custer Community Center project and financing.

**LETTER OF INTENT – DOUGHERTY & COMPANY**

Councilperson Arseneault moved to approve and authorize the Mayor to sign the letter of intent with Dougherty & Company LLC to engage them for underwriting services for financing. Seconded by Councilperson Nielsen, the motion unanimously carried.

**RESOLUTION #01-22-19B – REIMBURSEMENT RESOLUTION**

Councilperson Arseneault moved to adopt Resolution #01-22-19B, Reimbursement Resolution. Seconded by Councilperson Moore, the motion carried with Councilperson Moore, Arseneault, Blom, Whittaker, Nielsen and Fischer voting yes.

RESOLUTION NO #01-22-19B  
RESOLUTION DECLARING INTENT TO REIMBURSE  
EXPENDITURES WITH PROCEEDS OF BONDS

WHEREAS, United States Treasury Regulations §1.150-2 (the "Reimbursement Regulations") prescribe conditions under which proceeds of tax-exempt obligations may be used to reimburse advances made for capital expenditures ("Original Expenditures") paid 60 days or more before the issuance of such tax-exempt obligations so that they will be deemed to be expended (or properly allocated to expenditures) for purposes of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended (the "Code"), upon such reimbursement so that the proceeds so used will no longer be subject to requirements or restrictions under those sections of the Code; and

WHEREAS, the City Council finds it necessary to purchase, construct and renovate the City Hall (Custer City Hall Improvement Project).

WHEREAS, this City Council wishes to take steps to comply with the Reimbursement Regulations;

NOW, THEREFORE, IT IS HEREBY RESOLVED:

- 1) The City expects to make capital expenditures after the date of this Resolution in connection with the Custer City Hall Improvement Project (the "Project"), and the City intends to reimburse itself for such expenditures with the proceeds of bonds.
- 2) The maximum principal amount of bonds expected to be issued, in one or more series, for the Project is \$4,500,000.
- 3) This resolution shall take effect and be in force immediately upon its adoption, as it is necessary for the support of the municipal government and its existing public institutions.

S/Corbin Herman, Mayor

ATTEST: Laurie Woodward, Finance Officer

Adopted: January 22<sup>nd</sup>, 2019

**ADJOURNMENT**

With no further business, Councilperson Whittaker moved to adjourn the meeting at 7:00 p.m. Seconded by Councilperson Moore, the motion carried unanimously.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward  
Finance Officer

Corbin Herman  
Mayor



ORDINANCE NO. #820

AN ORDINANCE AMENDING THE BOND SCHEDULE FOR CITY ORDINANCE VIOLATIONS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CUSTER CITY, SOUTH DAKOTA THAT THE FOLLOWING BOND SCHEDULE, attached hereto as Exhibit "A" and incorporated herein by this reference as though set forth in full, shall be utilized by all law enforcement or judicial officers as bond guidelines for alleged violations of City Ordinances.

BE IT FURTHER ORDAINED that all municipal code violations without a stated bond amount listed on Exhibit "A" shall be written in accordance with the fine and bond schedule then in use and adopted by the State of South Dakota.

Dated this 4th day of February 2019, at the City of Custer City, South Dakota.

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

ATTEST: \_\_\_\_\_  
Laurie Woodward  
Finance Officer

(SEAL)

First Reading: February 4, 2019  
Second Reading: February 19, 2019  
Publication: February 27, 2019

Vote: Fischer:  
Nielsen:  
Arseneault:

Whittaker:  
Blom:  
Moore:

## 2019 BOND SCHEDULE FOR CUSTER MUNICIPAL ORDINANCES

Municipal Code	Offence	Bond
9.04.060	Open Container	
9.04.090	Disturbing the Peace	
9.04.070	Drinking Alcohol outside Licensed Premises	\$122.50
9.04.080	Fireworks	\$122.50
9.08.030	Maintaining a Nuisance	\$122.50
9.08.040	Trespass	\$122.50
10.08.010	Failure to Obey Traffic Control Devices (Traffic Lights, Stop Sign, etc.)	
10.08.050	Improper Use of Signals	
10.08.070	Illegal U-Turn	\$122.50
10.08.120	Speeding on Roadways <div style="text-align: center;">                     1-5 MPH Over Limit                      6-10 MPH Over Limit                      11-15 MPH Over Limit                      16-20 MPH Over Limit                      21-25 MPH Over Limit                      26 and up MPH Over Limit                 </div>	
10.08.180	Operating Vehicles without Headlights	
10.08.190	Failure to Dim Headlights	
10.08.300	Careless Driving	
10.08.250	Riding outside of Motor Vehicle	\$122.50
10.08.320	Violation of Pedestrian's Right-of-Way	\$122.50
10.08.350	Use of Streets for Sale or Storage of Vehicles	\$122.50
10.16.010	Parking Violation	\$22.50
10.16.090	Blocking Fire Hydrant Access	\$122.50
10.16.140	Parking During a Snow Removal Alert	\$122.50
10.16.100	Parked Blocking Driveway or Alley	\$122.50
10.24.180	Operating a Bicycle/Skateboard on Sidewalk in Business District	\$22.50
10.16.160	Handicapped Parking	
12.18.010	Camping Prohibited on City Property	\$122.50

Date this \_\_\_\_\_ day of \_\_\_\_\_, 2019

BY: \_\_\_\_\_

Circuit Court Judge

ORDINANCE NO. 821

AN ORDINANCE ENTITLED AN ORDINANCE AMENDING TITLE 15 BUILDINGS AND CONSTRUCTION, CHAPTER 12 FIRE LIMITS, SECTION 15.12.020 TYPE OF BUILDINGS IN FIRE DISTRICT OF THE CITY OF CUSTER CITY MUNICIPAL CODE.

NOW BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF CUSTER CITY THAT THE CUSTER MUNICIPAL CODE BE AMENDED BY REPEALING THE ENTIRETY OF CUSTER MUNICIPAL CODE 15.12.020 TYPES OF BUILDINGS IN FIRE DISTRICT.

Dated this 4<sup>th</sup> day of February, 2019.

City of Custer City

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

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

(SEAL)

First Reading: February 4, 2019  
Seconding Reading: February 19, 2019  
Publication: February 27, 2019

Vote:  
Fischer: Whittaker:  
Neilsen:a Blom:  
Arseneault: Moore:



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

### Staff Report

CMC Chapter 15.12 - Fire Limits Memo and Discussion

Date Prepared: January 11, 2019

Prepared by Tim Hartmann, Planning Administrator

#### **GENERAL**

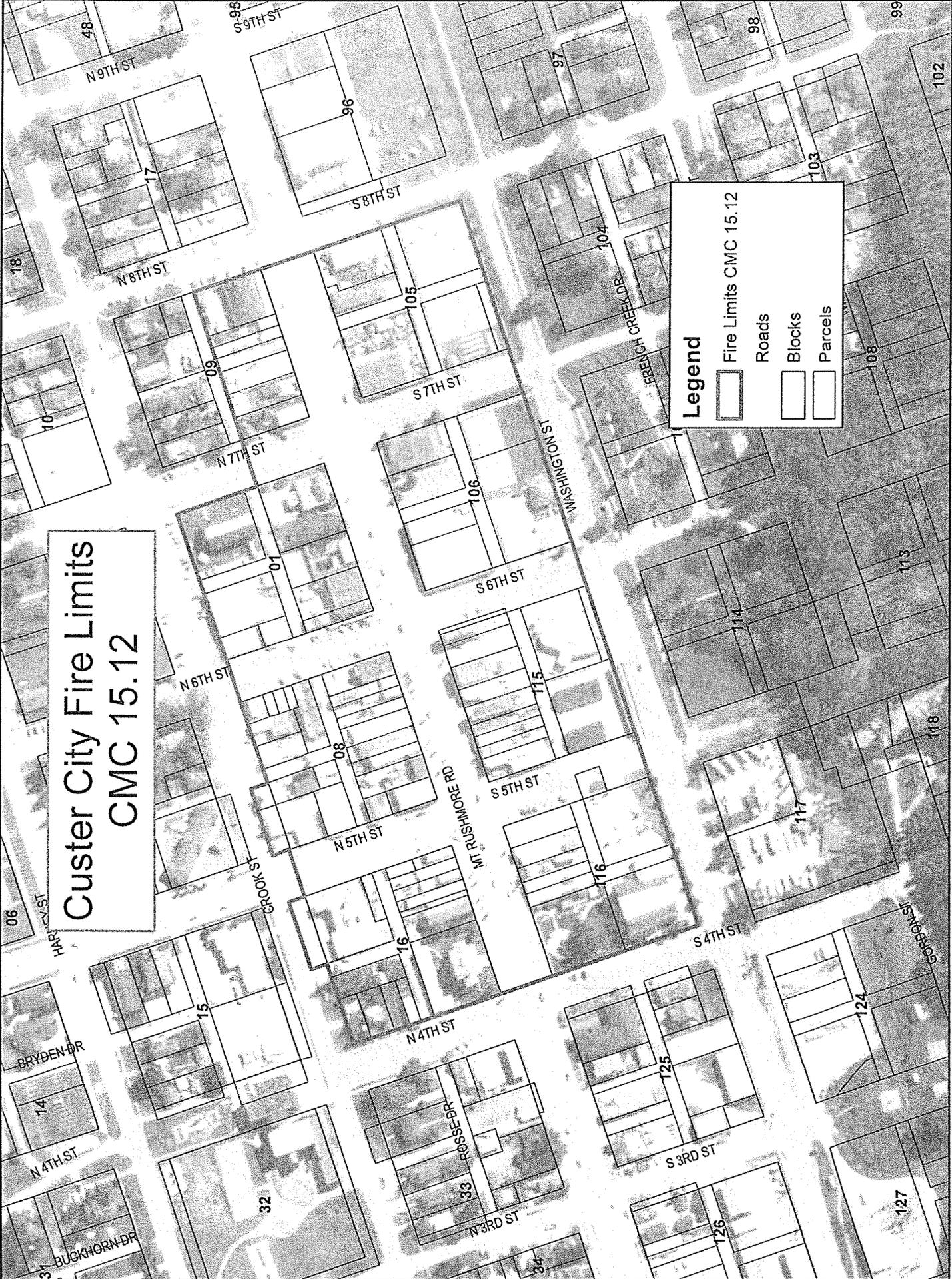
Fire limits fire code originally was originally adopted in in the early years of Custer with minor amendments in 1995, 2009, and 2014. Staff believes this code was originally adopted as a correlating code to work together with older Uniform Building Codes (see Dave St. Pierre note). As time has progressed, it seems as though newer building codes provide the avenue needed to protect life, limb and property.

#### **CUSTER CITY FIRE LIMITS**

The fire limits of Custer include the areas of Blocks 1, 8 & 16 fronting Mt Rushmore Rd on the south and Crook St on the north, lying between 7<sup>th</sup> Street on the east and 4<sup>th</sup> Street on the west, and all of the area south of the alley running east and west in Block 9 between 8<sup>th</sup> Street on the east and 7<sup>th</sup> Street on the west. Also including Blocks 105, 106, 115 & 116, fronting Mt. Rushmore Rd on the north and Washington St on the south, between 8<sup>th</sup> Street on the East and 4<sup>th</sup> Street on the west.

#### **TEMPORARY STRUCTURES**

City staff and elected officials have also discussed this ordinance in relation to temporary type structures within the fire limits of the City. More specifically, tents. Staff has believes such structures likely do not relate to this ordinance as this is specifically referencing wood built structures. Again, the building code addresses safety guidance associated with such. Additionally, the temporary business aspect of such may be more suitably discussed in other chapter(s) of the Custer Municipal Code.



Custer City Fire Limits  
CMC 15.12

**Legend**

- Fire Limits CMC 15.12
- Roads
- Blocks
- Parcels

**Tim Hartmann**

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**From:** Dave St. Pierre <daverimrock@gmail.com>  
**Sent:** Thursday, December 20, 2018 10:45 AM  
**To:** Tim Hartmann  
**Subject:** Re: Fire Limits Ordinance

Tim;

As I look at this ordinance for fire limits in the City of Custer, it appears to me that this ordinance could have been a derivative of the fire zone requirements that were in the older Uniform Building Codes. Such fire zones in the older UBC's did regulate the type of construction of buildings in these fire zones. A higher type of construction was required for the higher types of fire zones. As per a city ordinance the fire zones were established, and the higher the fire zone, the more stringent the requirements were for types of construction. The higher types of fire zones were typically for areas of a municipality that had a higher concentration of buildings, such as a central business district, and the UBC then did require a higher type of construction for buildings constructed in that fire zone.

In the 1979 the UBC did eliminate the fire zone requirements from the code, as the codes were normally updated every three years, and over the course of time, other code requirements replaced the need for fire zones.

The UBC's always did have some form of construction requirements for exterior walls of buildings when they are constructed on or near a property line, as is the case in most city's central business districts where buildings are constructed property line to property line. And over the years of updating the building code, the requirement for such exterior walls has become more stringent than the older codes.

What is now required of buildings constructed on or near the property line are walls of fire resistive construction, regardless of construction type, that do not allow any openings, thus there is protection for and between buildings that are on or near a property line. Also, a requirement to add sprinkler systems to buildings was added based on a fire area of a building when that building was of a certain square footage.

So, I think your ordinance is outdated and I would suggest that such be eliminated as you have adopted the current building codes that have an equal or even higher protection rating for buildings in Custer, and I think the current codes govern what the City of Custer was trying to do when they adopted this ordinance.

Dave St. Pierre

On 12/19/2018 12:20 PM, Tim Hartmann wrote:

Hey Dave,

Attached is the local ordinance as we discussed.

Thanks for your help with this...

**Tim Hartmann**

Chapter 15.12

FIRE LIMITS

*See 15.08.070 for Metal Factory*

Sections:

- 15.12.010 Fire limits.
- 15.12.020 Type of buildings in fire district.

15.12.010 Fire limits.

That area in the city bounded and described as follows shall be and is designated the fire limit of the city:

All of that area in said city blocks 1, 8, and 16 fronting on Mt. Rushmore Road on the south and on Crook Street on the north, lying between 7th Street on the east and 4th Street on the west, and all of that area south of the alley running east and west in Block 9 bounded on the east by 8th Street and on the west by 7th Street; all of the area in said city in Blocks 105, 106, 115 and 116, fronting on Mt. Rushmore Road on the north and on Washington Street on the south, lying between 8th Street on the east and 4th Street on the west.

(Prior code § 8-301)

15.12.020 Type of buildings in fire district.

A. There shall not be erected or placed, built or rebuilt by any person, persons, firm, corporation or association of individuals, any wooden building, buildings, structure or edifice of any character within the fire limits as hereinafter provided. Every building, structure or edifice built, erected, rebuilt or placed within the fire limit as defined in this chapter, shall contain sidewalls with a minimum two-hour fire rating and all openings and other exterior walls which meet the minimum fire resistance rating or protection provisions of the Uniform Building Code. No sidewall, opening or other exterior wall shall be exempt except upon approval of the city council.

B. Wooden buildings, awnings or structures now in existence in the fire limit as defined in this chapter may remain or be repaired upon approval of the city council or South Dakota Department of Transportation (SD DOT); but no extensions or additions to any such buildings or structures shall be permitted unless meeting the minimum provisions of this section. No wooden building or structures of any kind may be removed from one (1) location within the fire limit to another location within the fire limit; provided, however, that the city council may in its discretion permit the placing of a temporary wooden building or structure within the fire limit; provided, that any permission so granted shall not in any event extend for a period of more than ninety (90) days, and no permit shall be permitted for any such temporary building or structure unless the person, persons, corporation, partnership or association of individuals to whom such permit is granted shall agree to remove any building or structure at the termination of the period for which the permit was granted or sooner if ordered by the council, and the council may in its discretion require that a bond be furnished in an amount sufficient to insure the removal of such building or structure.

(Ord. 743, 2014; Ord. 666, 2009; Ord. 444, 1995; prior code § 8-302)

*Top 6/2*

ORDINANCE NO. 743

AN ORDINANCE ENTITLED AN ORDINANCE AMENDING TITLE 15 BUILDINGS AND CONSTRUCTION, CHAPTER 12 FIRE LIMITS, SECTION 15.12.020 TYPE OF BUILDINGS IN FIRE DISTRICT OF THE CITY OF CUSTER CITY MUNICIPAL CODE AND AMENDING, REPLACING, AND SUPERSEDING ALL PRIOR ORDINANCES OR AMENDMENTS, AND AS FOLLOWS, TO WIT:

15.12.020 Type of buildings in fire district.

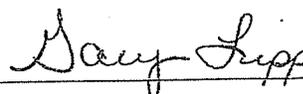
A. There shall not be erected or placed, built or rebuilt by any person, persons, firm, corporation or association of individuals, any wooden building, buildings, structure or edifice of any character within the fire limits as hereinafter provided. Every building, structure or edifice built, erected, rebuilt or placed within the fire limit as defined in this chapter, shall contain sidewalls with a minimum two-hour fire rating and all openings and other exterior walls which meet the minimum fire resistance rating or protection provisions of the International Building Code. No sidewall, opening or other exterior wall shall be exempt except upon approval of the city council.

B. Wooden buildings, awnings or structures now in existence in the fire limit as defined in this chapter may remain or be repaired upon approval of the city council or South Dakota Department of Transportation (SD DOT); but no extensions or additions to any such buildings or structures shall be permitted unless meeting the minimum provisions of this section. No wooden building or structures of any kind may be removed from one (1) location within the fire limit to another location within the fire limit; provided, however, that the city council may in its discretion permit the placing of a temporary wooden building or structure within the fire limit; provided, that any permission so granted shall not in any event extend for a period of more than ninety (90) days, and no permit shall be permitted for any such temporary building or structure unless the person, persons, corporation, partnership or association of individuals to whom such permit is granted shall agree to remove any building or structure at the termination of the period for which the permit was granted or sooner if ordered by the council, and the council may in its discretion require that a bond be furnished in an amount sufficient to insure the removal of such building or structure.

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.

Dated this 6<sup>th</sup> day of January, 2014.

City of Custer City



Gary Lipp, Mayor

Attest:   
Laurie Woodward, Finance Officer



First Reading: December 16, 2013  
Second Reading: January 6, 2014  
Publication: January 15, 2014

Vote:  
Schleining: Yes                      Hattervig: Yes  
Heinrich: Yes                        Herman: Yes  
Fischer: Yes                         Kothe: Yes

**15.08.055 Carports.**

All manufactured steel carport structures shall be erected and anchored according to manufacturers' specifications. These structures shall also meet a minimum snow loading of thirty (30) pounds per square foot.

Manufactured steel carports may be placed with setbacks of ten (10) feet to the back property line, six (6) feet on the side property lines, and twenty (20) feet to the front property line. This will apply to open-sided manufactured steel carports only. No wood structures with wood posts shall be allowed under this section of the code.

No carport that is sided will be allowed under this section and will fall under the 2012 IBC code section 406 to include 406.3.1 through 406.3.5.

Prior to placement of a manufactured carport structure, the property owner shall apply for a special permit from the city building department. If granted, the fee for such permit shall be as set forth in the fee schedule as adopted by resolution. (Ord. 786 (part), 2017; Ord. 752, 2014)

**15.08.060 Frost footings.**

All construction that requires the use of frost footings shall have the frost footings constructed from ground level to a minimum depth of at least forty-eight (48) inches or to bedrock, whichever shall first occur. (Ord. 786 (part), 2017; Ord. 438, 1995)

**15.08.070 Violation.**

Any violation of this chapter shall be deemed a continuing violation for every twenty-four (24) hour period that the guilty party fails to comply, and every twenty-four (24) hour period of noncompliance shall constitute a separate and distinct offense. (Ord. 786 (part), 2017; Prior code § 8-108)

**15.08.080 Other remedies.**

Nothing herein shall preclude the city from exercising any and all remedies available to the city under state law. (Ord. 786 (part), 2017; Prior code § 8-109)

**15.08.090 Metal raceway.**

A. All electrical wiring within the fire limits of the city that is intended as power conductors shall be installed in:

1. Metal raceways; or
2. Flexible metal raceways; or
3. Nonmetallic raceways encased in not less than two (2) inches of concrete.

B. Installation shall be in conformance with the requirements of the current National Electric Code as adopted by the State of South Dakota. Nothing in this section is intended to reduce the requirements of the National Electric Code or the requirements of the Wiring Bulletin of South Dakota. (Ord. 786 (part), 2017; Ord. 525, 2000)

**15.08.100 Certificates of zoning compliance for new, altered or nonconforming uses.**

A. It is unlawful to use or occupy or permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted or wholly or partly altered or enlarged, in its use or structure,



Prepared by:  
Tim Hartmann  
Planning Administrator  
City of Custer  
622 Crook St  
Custer, SD 57730

## Resolution #02-04-2019A

WHEREAS, the verified Petition and application of all owners of real property abutting the hereinafter described portion of certain streets in Custer City, Custer County, South Dakota, praying that said portion of said street 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 16<sup>th</sup> day of January, 2019 and on the 23<sup>rd</sup> day of January, 2019, in the Custer County Chronicle, a legal newspaper printed and published in the City of Custer, Custer County, South Dakota, setting forth the 4<sup>th</sup> day of February, 2019, at the hour of 5:30 o'clock, P.M. for hearing thereon.

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

The West 10 feet of Park Avenue contiguous to Lots 14 of Block 82. Said street vacation lying between the north line of the east/west alley and the south line of Canal Street and having a dimension of 150' x 10'.

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

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.

Prepared by:  
Tim Hartmann  
Planning Administrator  
City of Custer  
622 Crook St  
Custer, SD 57730

Dated at Custer, Custer County, South Dakota, this 4<sup>th</sup> day of February 2019.

ATTEST:

CITY OF CUSTER

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

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

(SEAL)

ACCEPTANCE OF RESOLUTION

The undersigned Petitioners hereby accept the terms and conditions of the foregoing Resolution this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
By Jason L. Williams

\_\_\_\_\_  
By Machel Williams

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA )

) ss.

COUNTY OF CUSTER )

On this the \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned officer, personally appeared **Jason L. Williams** and **Machelle Williams**, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein container.

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

\_\_\_\_\_  
Notary Public-South Dakota

(SEAL)

My Commission Expires: \_\_\_\_\_

Prepared by:  
Tim Hartmann  
Planning Administrator  
City of Custer  
622 Crook St  
Custer, SD 57730

## Resolution #02-04-2019B

WHEREAS, the verified Petition and application of all owners of real property abutting the hereinafter described portion of certain streets in Custer City, Custer County, South Dakota, praying that said portion of said street 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 16<sup>th</sup> day of January, 2019 and on the 23<sup>rd</sup> day of January, 2019, in the Custer County Chronicle, a legal newspaper printed and published in the City of Custer, Custer County, South Dakota, setting forth the 4<sup>th</sup> day of February, 2019, at the hour of 5:30 o'clock, P.M. for hearing thereon.

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

The West 8 feet of Park Avenue contiguous to Lots 14 of Block 82. Said street vacation lying between the north line of the east/west alley and the south line of Canal Street and having a dimension of 150' x 8'.

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

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.

Prepared by:  
Tim Hartmann  
Planning Administrator  
City of Custer  
622 Crook St  
Custer, SD 57730

Dated at Custer, Custer County, South Dakota, this 4<sup>th</sup> day of February 2019.

ATTEST:

CITY OF CUSTER

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

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

(SEAL)

ACCEPTANCE OF RESOLUTION

The undersigned Petitioners hereby accept the terms and conditions of the foregoing Resolution this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
By Jason L. Williams

\_\_\_\_\_  
By Machel Williams

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA )

) ss.

COUNTY OF CUSTER )

On this the \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned officer, personally appeared **Jason L. Williams** and **Machelle Williams**, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein container.

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

\_\_\_\_\_  
Notary Public-South Dakota

(SEAL)

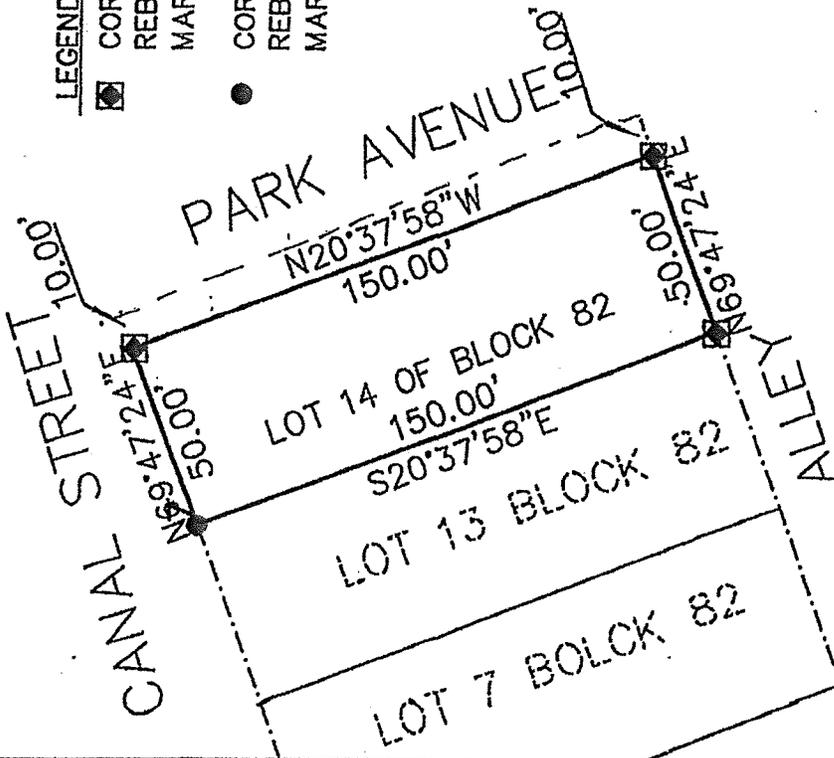
My Commission Expires: \_\_\_\_\_

EXHIBIT "A"

1156 CANAL STREET LOT 14 OF BLOCK 82 CUSTER CITY AND THE PORTION OF PARK AVENUE CONTIGUOUS TO LOT 14 FOR WHICH A 10' VACATION IS BEING REQUESTED WITH AN EASEMENT FOR ANY UTILITIES WITHIN THE VACATED AREA CUSTER, CITY, CUSTER COUNTY, SOUTH DAKOTA

LEGEND

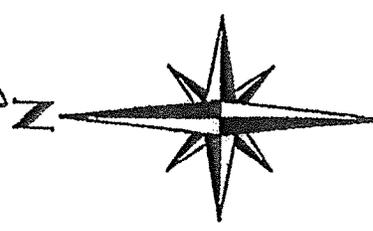
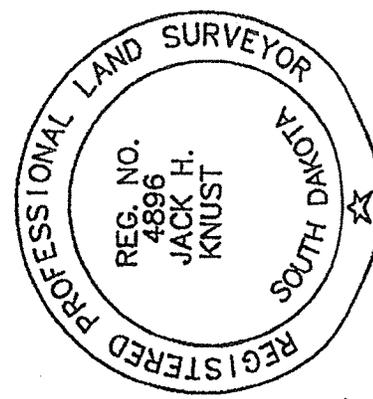
- CORNER SET THIS SURVEY REBAR WITH ALUMINUM CAP MARKED BUCKHORN R.L.S. 4896
- CORNER FOUND THIS SURVEY REBAR WITH ALUMINUM CAP MARKED BRYANT RLS 2196



Statement of surveyor  
 I, Jack H. Knust, Registered Land Surveyor No. 4896 of the State of South Dakota, do hereby state that being so authorized, I made the survey on the land shown and described hereon and that I personally supervised and state that in the best of my knowledge and beliefs, that in all things is true and correct

in witness whereof, I have hereunto set my hand and seal this 17<sup>th</sup> day of DECEMBER 2018.

*Jack H. Knust*  
 BUCKHORN SURVEYING INC.  
 By Jack H. Knust  
 Registered Land Surveyor



SCALE 1" = 50'  
 PREPARED BY:  
 JACK H. KNUST, LS  
 BUCKHORN SURVEYING INC.  
 25053 LETSON LOOP  
 CUSTER, SOUTH DAKOTA 57730  
 (605) 673-5452



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

Staff Report

Request: Vacation of Park Avenue, Contiguous to Lot 14, Block 82  
Applicant: Jason & Machele Williams  
Location: See Information Below and attached "Exhibit A"  
Fee: \$400.00  
Date: January 30, 2019  
City Council Meeting: February 4, 2019  
Prepared by Tim Hartmann, Planning Administrator

**GENERAL**

The applicant has requested by application and petition to vacate 10' of Park Avenue contiguous to Lot 14 in Block 82. The applicant owns the property adjacent to the proposed vacation, Lot 14 in Block 82, at the corner of Canal Street and Park Avenue. That area of Park Avenue contiguous to the proposed vacation is currently a 66' Public Right of Way and exists as a grassy area. The area does contain a City sewer line and nearby telecommunications infrastructure. In consideration of such sewer line and telecommunications infrastructure, the application and petition contain request to vacate the Right-of-Way with a specific clause to retain all utility easement.

This street vacation is brought forward by the applicant as a first step to resolve a setback issue with a recently placed manufactured home. In the building permit process, the Planning Administrator approved a site plan showing adequate setbacks from all property lines. Prior to placement of such home, the property owner laid out the home in conjunction with what they believed to be the property corner monuments. The home was placed. As the excavation contractor and City crews worked to establish services to the structure, an additional property pin was found. The surveyor then returned to verify property pin location and determined the actual property line was approximately 10' west of the original location. Causing a setback issue, not with the already set home but with the desire to establish a deck and stairs on the east facing door of the structure. The east side of the home is currently setback six (6) feet from the east property line. Should the proposed vacation be granted this would allow additional area to establish a landing (minimum 36" wide in direction of travel) and stairs from the dwellings main egress door.

Planning Administrator and Applicants have discussed the need to plat such vacation within the existing parcel, should street vacation be granted.

Note: Residential Zoning Setback Requirements (Time of Permit Issuance) CMC 17.12.060

- Front yard of not less than 30 feet
- Rear yard of not less than 25 feet
- Each side yard not less than 6 feet

**PUBLIC HEARING**

A Public Hearing is held this evening. The appropriate public notifications have been completed.

**PREVIOUS VACATIONS IN THE AREA**

After a review of the area, previous vacations within Block 125 include;

- Resolution – dated April 1<sup>st</sup>, 1971
  - West 5' of Park Avenue, between the E/W alley of Block 82 to a point 25' South of the South line of Block 82. Contiguous to lot 16. (5' x 175')
- Resolution
  - The East 8' of Park Avenue between the E/W alley and Pine Street. Contiguous to Lot 1 of Pleasant Acres Addition. (8' x 185')

**PREVIOUS ACTION BY PLANNING COMMISSION**

Planning Commission reviewed the street vacation request at the January 8<sup>th</sup>, 2019 meeting. During the review, discussion included but was not limited to the proposed location to be vacated, the nature of the situation, city standards, and the surrounding area and other right of way vacations within the area. After the discussion Commissioner Uhrich moved to recommend approval by the Council of a street vacation having dimensions of 8' x 150' contiguous to the east side of Lot 14 Block 82. Uhrich's motion died to the lack of a second. Minor questions were then raised pertaining to City minor road standards. Commissioner Harbach moved, with a second by Commissioner Uhrich to recommend approval by the Council of a street vacation having dimensions of 8' x 150' contiguous to the east side of lot 14 Block 82. Harbach's motion passed.

**SUMMARY & RECOMMENDATIONS**

Upon review of the situation, pertaining city standards, surrounding area, and other right of way vacations within the area staff believes vacation of a portion of Park Avenue is appropriate. Staff is recommending refusal of the vacation as presented but does recommend granting a vacation of 8' in width contiguous to Lot 14 of Block 82 with a strong recommendation to retain all utility easement.

Staff feels it is important to take appropriate measures to retain a minimum of 50' Public Right of Way, in conjunction with City subdivision "minor" road standards. The narrowest portion of the Park Avenue Right of Way to the South of this proposal has retained 53' in Right of Way. Should the area adjacent to Lot 14 be granted 8' of vacation the existing Right of Way would be consistent with the nearby area and also bring forward effort to not negatively affect the adjacent property to the East. Staff feels this is proper planning anticipation to retain the minor road 50' Right of Way. For these reasons, staff recommends a street vacation consisting of 8' of Park Avenue adjacent to Lot 14 of Block 82. Such vacation having said dimension of 8' x 150'.







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

### Staff Report

Request: Minor Plat, Custer Park Subdivision  
Applicant: Raver Family LTD  
Location: Approximately 2 miles North West of Custer Cemetery. Custer Limestone Road  
Legal Desc.: Custer Park Subdivision - Plat of Tracts 1 and 2  
Fee Paid: \$450.00  
Date Prepared: January 30, 2019  
City Council Meeting: February 4, 2019  
Prepared by Tim Hartmann, Planning Administrator

#### **GENERAL**

This plat is for a subdivision plat that is not within the city of Custer but is subject to review by the City under the City's extraterritorial jurisdiction. The proposed plat will divide the existing Tract A (45.00 acres) into two Tracts, Tract 1 (5.0 Acres) and Tract 2 (36.91 acres).

The area is in the county and therefore has no zoning.

#### **COMPREHENSIVE PLAN**

The land use section of the Comprehensive Plan identifies this area as Rural Residential.

#### **ROUTING SHEET RESPONSES**

CC Planning – Various redline corrections

CC Highway – No concerns

USFS – No concerns

SDDOT – No concerns

#### **ACCESS**

Existing access to the area is provided from US Hwy 16/385, Medicine Mountain Road, to Custer Limestone Road.

The adjacent Custer Limestone Road is a previously dedicated 66' Public Access and Utility Easement serving numerous properties as it continues west.

The proposed Tract 1 and proposed Tract 2 will retain frontage directly to Custer Limestone Road.

#### **REGULATORY FLOODPLAIN**

A portion of the land contained within this plat is affected by a Special Flood Hazard Area (SFHA). The presence of the flood hazard has been noted on the plat.

#### **FS EASEMENTS**

Staff would like to note two easements within the proposed plat previously granted by the property owner to the Forest Service, US Dept of Agriculture for the reconstruction, maintenance, and full, free and quiet use and enjoyment of the existing road as it is presently located.

Easement at the N/W corner of the proposed plat granted November 1985. 30' wide, 15' each side of centerline.  
Easement within the center of the plat granted May 2003. 66' wide, 33' each side of centerline.

These easements have both been noted on the plat. No special comments received from USFS during routing.

**PREVIOUS ACTION BY PLANNING COMMISSION**

The PC reviewed the minor plat at their January 8<sup>th</sup> meeting. During the review the Commission discussed the section line Right of Way crossing the BBNF just west of the proposed Tract 2. After the review Commissioner Harbach moved with a second by Commissioner Hudson to recommend approval of the plat contingent upon the section line Right of Way crossing BBNF not being shown, as such does not exist. Harbach's motion unanimously carried.

**SUMMARY AND STAFF RECOMMENDATION**

Redline items and the contingency specified by the Planning Commission have been addressed by the surveyor. The existing Custer Limestone Road will serve the two proposed parcels. Staff supports approval of the minor plat by the Council.









Agreement No. 1804-01711-001 (Harbach Park Phase 1)

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

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Custer, State of South Dakota, this **4th** day of **February, 2019**, by and between the City of Custer City, a municipal corporation hereinafter ("City"), and **Kadrmass, Lee & Jackson, Inc.** hereinafter ("Consultant").

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

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

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

1. Scope of Services

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

2. Method of Performing Services

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

3. Standard of Performance

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

4. Nonexclusive Services

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

5. Coordination of Services

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

6. Place of Work

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

7. Correction of Errors

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

8. Time for Performance

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

9. Principal in Charge

Consultant hereby designates **Mike Bender, PLA** as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

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

11. City's Responsibility

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

12. Term of Agreement

This Agreement shall begin on **February 4, 2019**, and expire on **January 31, 2020**. There may be multi-year options to renew this agreement.

13. Termination

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

b. This Agreement may be terminated by Consultant if Consultant notifies City, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

#### 14. Compensation

a. City agrees to pay Consultant in an amount not to exceed **\$41,950.00** for services provided under this Agreement at rates provided in Exhibit C and outlined in Exhibit D attached hereto and incorporated by this reference as though or if set forth in full herein.

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

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

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

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

#### 15. Method of Payment

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

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

#### 16. Responsibility for Expenses

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

#### 17. Non-Appropriation of Funds

Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year unless specifically extended by City.

## 18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs which are expressed as deliverables by Consultant as part of the scope of services ("documents and materials") shall be the property of City and shall, upon completion of the services or termination of this Agreement, be delivered to City. In the event the City uses the documents and materials in a manner beyond performing services of planning for this project intended, including but not limited to making modifications or additions to the documents and materials, without written verification of the Consultant, the City releases the Consultant from all claims and causes of action arising from such uses. The City, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the City's use of the document and materials.

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

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

## 19. Maintenance and Inspection of Records

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

## 20. Confidentiality of Information

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

## 21. Indemnity

Consultant agrees to indemnify and hold harmless City, its City Council, and each member thereof, and every officer, employee, representative or agent of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all costs and expenses and fees of litigation or arbitration, to the extent they are found to be caused by a negligent act(s), error(s), or omission(s) of Consultant related to this Agreement as performed by Consultant or its employees, subcontractors, agents and subconsultants or other persons acting on Consultant's behalf.

## 22. Insurance

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

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

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

## 23. Independent Contractor

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

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

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

## 24. Consultant Not Agent

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

## 25. Conflict of Interest

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

## 26. Assignability of Agreement

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

written consent of City, which consent may be withheld for any reason.

#### 27. Successors and Assigns

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

#### 28. Fair Employment Practices

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

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

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

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

#### 29. Force Majeure

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

#### 30. Time of Essence

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

#### 31. Covenants and Conditions

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

#### 32. Governing Law

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

#### 33. Compliance with Laws

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

#### 34. Severability

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

#### 35. Waiver

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

#### 36. Counterparts

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

#### 37. Dispute Resolution

In the event of a dispute arising out of or relating to the agreement or the services to be rendered hereunder, both parties hereby agree to (1) attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party, (2) if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by both parties, and (3) if the dispute or any issues remain unresolved after the first two steps, either party may seek to have the dispute resolved by a court of competent jurisdiction.

#### 38. Expenses of Enforcement

Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement. For the purposes of this Agreement, a party "prevails" if it recovers 75% or more of what is sought in such proceeding, or if it successfully defends against 75% or more of what was claimed against it. If neither percentage is met, the Parties bear their own respective attorney's fees, expert fees and court costs.

#### 39. Authority to Execute

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

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

40. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to **Kadrmass, Lee & Jackson, Inc. 330 Knollwood Drive, Rapid City, SD 57701 Attention: Mike Bender.**

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

41. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

42. Entire Agreement

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

CITY OF CUSTER

CONSULTANT

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

\_\_\_\_\_  
Rod Senn, Kadrmass, Lee & Jackson, Inc.

ATTEST:

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

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

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

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

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

c. Professional liability/errors and omissions insurance appropriate to Consultant's profession of a minimum coverage of \$1,000,000, with neither Consultant and its employees, subcontractors, agents and subconsultants having less than \$500,000 individually. The professional liability/errors and omissions insurance must be project specific with at least a one year extended reporting period, or longer upon request.

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

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

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

This is **EXHIBIT A**, consisting of 14 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 4, 2019

## **Engineer's Services – Harbach Park Phase 1**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### **Project Understanding**

The Harbach Park Phase 1 Project is an advancement of a schematic design effort completed by KLJ in 2017-18 and will generally follow the already developed Master Plan for this area of Custer City. In general, the project consists of the development of the following items;

- Boundary survey and topographic survey of the Harbach Park site south of Washington Street and between 6<sup>th</sup> and 7<sup>th</sup> Streets.
- Design of new paved street and curb/gutter for 6<sup>th</sup> Street and French Creek Drive to turnaround at south side of Harbach Park property.
- Development of parking areas adjacent to 6<sup>th</sup> Street, French Creek Drive and 7<sup>th</sup> Street to provide additional parking for the park.
- Design of sidewalk adjacent to the new paved street and around the proposed playground area.
- Street lighting for French creek Drive, 6<sup>th</sup> Street, and 7<sup>th</sup> Street within the area designated for Phase 1 Project.
- Sidewalks / pedestrian connections from proposed features to existing park areas.
- Children's playground areas with picnic shelter facilities within the Phase 1 Project area.
- Water distribution for irrigation system.

#### **A1.01 *Survey Services***

##### **A. Engineer shall:**

1. Obtain survey data to locate and depict existing built features within and adjacent to Harbach Park these include:
  - a. Shelter locations, pump house, playground areas, Mickelson Trail, existing edges of roadways/curb/gutter, other pavements, vegetation, creek edges, utilities and their structures and other built structures within the Phase 1 Project area.

- b. One-Call Utility Locates
2. Locate property pins and provide a Boundary Survey for the Harbach Park Parcel. Locate existing easements for the property.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

#### A1.02 *Final Design Phase*

##### A. Engineer shall:

1. Advise Owner if additional reports, data, information, or services are necessary and assist Owner in obtaining such reports, data, information, or services.
2. Prepare an opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
3. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
4. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
5. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
6. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
7. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be

applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

8. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
9. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
10. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
11. Perform or provide the following other Final Design Phase tasks or deliverables:
  - a. Construction Documents and other related deliverables for the purpose of Obtaining Competitive Bids for the Project
    - 1) Existing Conditions and Removals Plan
    - 2) Erosion Control, Site Grading and Drainage Plan(s)
    - 3) Site Layout and Coordinates Plan
    - 4) Shelter Foundation Plans/Details.
    - 5) Electrical Design Plan
    - 6) Roadway Plan & Profile(s)
    - 7) Roadway/Site Grading Plan(s)
    - 8) Roadway Cross Sections
    - 9) Final Technical Specifications
    - 10) Landscape and Seeding Plan(s)
    - 11) Irrigation Plan(s)
    - 12) Construction Details
    - 13) Final Legal and Procedural Documents
    - 14) Final Opinion of Probable Cost
  - b. Assemble Plans and Deliverables from the above list of documents to submit to the City of Custer City for Site Plan Review and Approval of a building permit (permit(s) to be obtained by the successful bidder / contractor of the project). We understand that these documents will be used for applying for additional grants to fund the project with no final bid date determined at this time.
12. Furnish for review by Owner, its legal counsel, and other advisors, two (2) copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables when complete and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

13. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit two (2) final copies of such documents to Owner within 7 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
  - C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
  - D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.
- A1.03 *Bidding or Negotiating Phase (Not included with this Contract. This will be negotiated when a bid time is determined by Owner).*

- ~~A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
  - ~~1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.~~
  - ~~2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.~~
  - ~~3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.~~
  - ~~4. Consult with Owner as to the qualifications of prospective contractors.~~~~

- ~~5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.~~
- ~~6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~
- ~~7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.~~
- ~~8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.~~
- ~~9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: Attend and Facilitate a Pre-Bid Meeting with Prospective Bidders.~~

~~B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).~~

A1.04 *Construction Phase (Not included with this Contract. This will be negotiated when a construction period is determined by Owner).*

~~A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:~~

- ~~1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.~~
- ~~2. *Resident Project Representative (RPR): Deleted*~~
- ~~3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.~~

4. ~~*Pre Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.~~
5. ~~*Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.~~
6. ~~*Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.~~
7. ~~*Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.~~
8. ~~*Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.~~
9. ~~*Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a. ~~Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.~~
  - b. ~~The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have~~~~

~~control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.~~

- ~~10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.~~
- ~~11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.~~
- ~~12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation - RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.~~
- ~~13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.~~
- ~~14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.~~
- ~~15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.~~
- ~~16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.~~

- ~~17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.~~
- ~~18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~
- ~~19. *Inspections and Tests:*~~
- ~~a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.~~
  - ~~b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.~~
  - ~~c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.~~
- ~~20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.~~
- ~~21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:~~
- ~~a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the~~

~~results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).~~

~~b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.~~

~~22. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~

~~23. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.~~

~~24. Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the~~

best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

~~25. *Standards for Certain Construction Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.~~

~~B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.~~

#### A1.05 *Post-Construction Phase (Not Included)*

~~A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:~~

- ~~1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.~~
- ~~2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.~~

~~B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.~~

## **PART 2 – ADDITIONAL SERVICES**

#### A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in

obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
  - a. detailed consideration of operations, maintenance, and overhead expenses;
  - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
  - c. preparation of appraisals;
  - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
  - e. detailed quantity surveys of materials, equipment, and labor; and
  - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
  - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

- b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

*A2.02 Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
  - ~~1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.~~
  2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
  3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
  4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
  - ~~5. Services (other than Basic Services during the Post Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.~~

- ~~6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.~~
- ~~7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.~~
- ~~8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.~~

This is **EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 4, 2019.

### **Engineer's Standard Hourly Rates**

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A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Exhibit include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

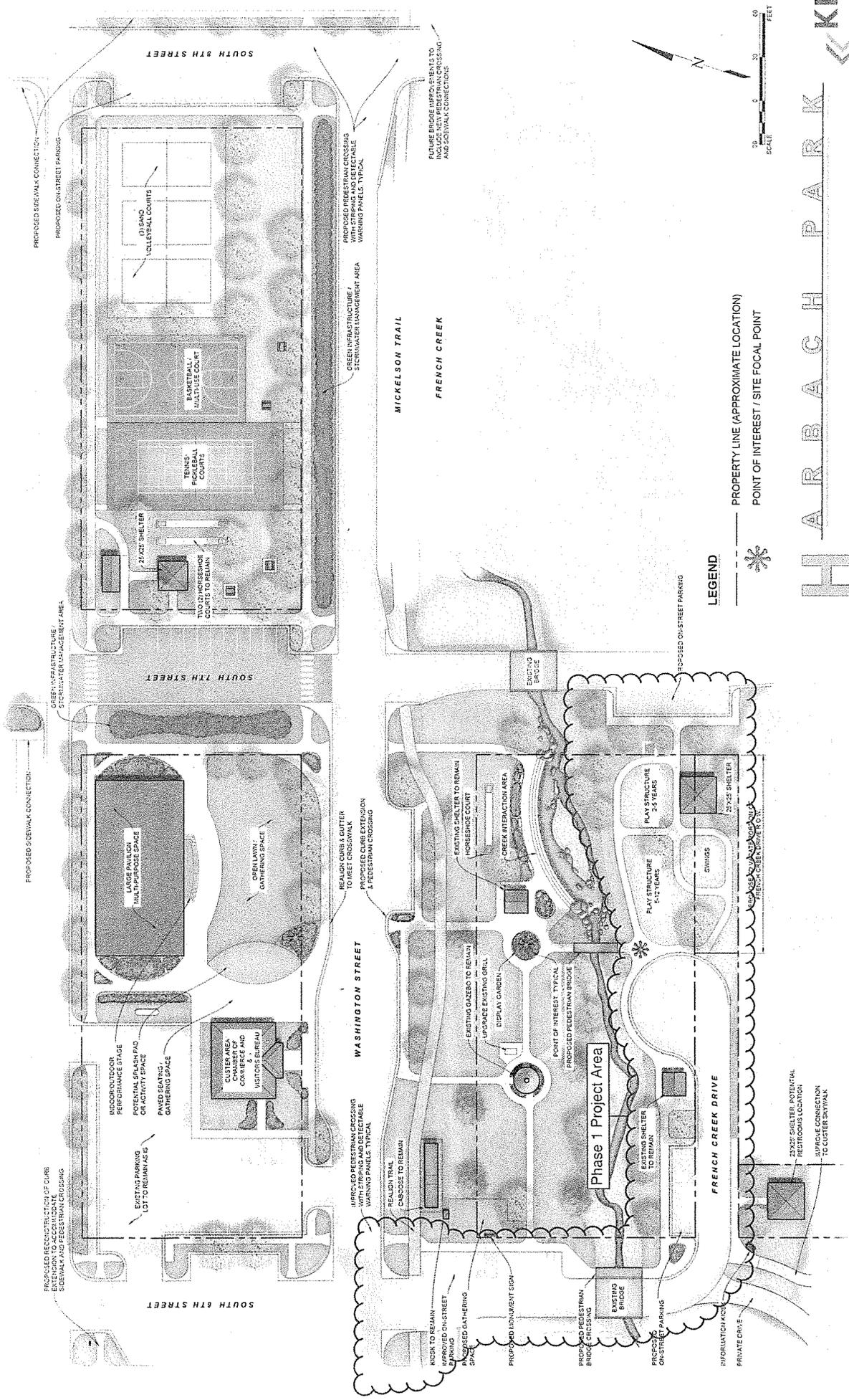
B. *Schedule of Hourly Rates:*

Hourly rates for services performed on or after the Effective Date are:

**KLJ Rates**

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<b>Landscape Architect IV</b>	<b>\$153/hour</b>
<b>Landscape Architect III</b>	<b>\$136/hour</b>
<b>Landscape Architect II</b>	<b>\$112/hour</b>
<b>Engineer IV</b>	<b>\$187/hour</b>
<b>Engineer III</b>	<b>\$153/hour</b>
<b>Structural Engineer III</b>	<b>\$143/hour</b>
<b>CADD Tech III</b>	<b>\$102/hour</b>
<b>Surveyor IV</b>	<b>\$153/hour</b>
<b>Surveyor II</b>	<b>\$85/hour</b>
<b>Project Assistant</b>	<b>\$65/hour</b>



**LEGEND**

- PROPERTY LINE (APPROXIMATE LOCATION)
- POINT OF INTEREST / SITE FOCAL POINT



# HARBACH PARK









**SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE**

RECEIVED

JAN 1 X 2019

**CITY OF CUSTER**

MAIN OFFICE  
208 Island Drive  
Ft. Pierre, SD 57532

SATELLITE OFFICE  
5024 Bur Oak Place, Suite 103  
Sioux Falls, SD 57108

PHONE: 605.224.8654 Option 2  
TOLL FREE: 800.658.3633 Option 2

January 8, 2019

**Action Needed by February 15, 2019**

City of Custer  
Attn: Laurie Woodward, Finance Officer  
622 Crook St  
Custer, SD 57730

Dear Laurie,

Thank you for your participation in the Member-owned South Dakota Public Assurance Alliance. The Pool continues to grow and your contributions have assured that the Pool can continue its long history of offering broad coverage at stable rates.

The anniversary date for City of Custer is April 2019. Enclosed is your Anniversary Rating Supplement. This supplement indicates last year's information and requests updated information for the coming year. We have made a few changes to the renewal packet for the upcoming 2017-2018 coverage term. We have detailed the changes you will see in the enclosed renewal packet.

**General Liability:**

Cyber liability coverage continues to be a standard coverage to all Members who purchase general liability. This coverage has a \$350,000 annual aggregate limit per Member. Deductibles are \$10,000 per Member with payroll figures of \$5,000,000 or less and \$25,000 for Members with payroll figures of more than \$5,000,000. If you wish to have limits in excess of those provided on a per loss basis, please contact our office.

**Automobile Physical Damage:**

When adding or deleting a vehicle, contributions, either due or to be refunded, will only be calculated on vehicles with a value over \$50,000. Vehicles valued at less than \$50,000 will be added or deleted via endorsement only. **Note all vehicles either purchased or sold throughout the coverage year should be reported to SDPAA to keep your statement of values current.**

**Property and Inland Marine:**

Please note that if you carry property coverage through the Pool, an updated Statement of Values for property coverage is included. **It is important to verify that all of your property, including equipment, is listed to ensure that all of the property you want covered is covered.**

The building valuation report is included for your review. This report is a snapshot of current valued property and the latest SBI valued amount for each property. The report includes the location number, occupancy description, building address, current valuation, current building value, building replacement cost established by SBI, the year the property was last valued by SBI and the contents value for each property on your Statement of Values. Please pay special attention to this report, review the current building values compared to the value SBI calculated, and advise us of any changes you believe are necessary. Regarding building contents coverage, please provide the

highest value of contents in the building(s) at any time during the year. If there are no changes to be made on your property coverage, please sign the Statement(s) of Values and return with your supplement.

**Equipment Breakdown:**

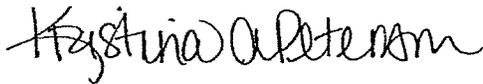
Chosen deductibles are as reflected on the renewal packet. Actual deductibles are based on total KVA per location. Transformer deductibles shall be \$2.00 per KVA with a minimum deductible of \$2,500. Electric deductibles shall be \$25.00 per KVA with a minimum deductible of \$25,000. Please be aware of the KVA at your locations.

If changes are to be made, please update this Statement and any equipment inventories, sign and return. You may also email the supplement to: [kpeterson.sdpaa@sdmunicipalleague.org](mailto:kpeterson.sdpaa@sdmunicipalleague.org).

Please complete this supplement and return it to our office by the due date indicated. **Starting in 2018, the renewal distribution credits have increased to 20%. It is easy to qualify for this credit; simply return your completed renewal packet, budget, and any questionnaires to us by the due date at the top of this letter.** Upon receipt of the completed rating supplements, we will calculate next year's contribution and send an invoice to you.

We are here to help you and if you have any questions, or need any assistance, please do not hesitate to call our office at 1.800.658.3633 option 2.

Best Regards,



Kristina A. Peterson  
Director of Underwriting

**Statement of Values - Vehicles**  
**City of Custer**

No.	Year, Make, Model	VIN	New/Stated Cost	Valuation	Garaging Address	Benefit Deductible (\$)		
						SP	Comp	Coll
1	2005 Chevrolet Pickup	1840	\$28,245	ACV		N/C	500	500
2	2007 Freighliner Street Sweeper	6661	\$187,000	ACV		N/C	500	500
3	2010 Ford F250 Pickup	7369	\$36,965	ACV		N/C	500	500
4	2010 Ford F150 Pickup	6578	\$25,000	ACV		N/C	500	500
5	2012 Dodge Ram 1500 Pickup	0229	\$20,971	ACV		N/C	500	500
6	1978 Weng Showmobile	1650	\$7,000	ACV		N/C	500	500
7	2007 Ford F150 Pick-up	1830	\$3,000	ACV		N/C	500	500
8	2015 Chevrolet Silverado	2835	\$25,481	ACV		N/C	500	500
9	2015 Chevrolet Silverado	3969	\$25,481	ACV		N/C	500	500
10	2015 Chevrolet Silverado	2766	\$25,481	ACV		N/C	500	500
11	2005 Ford F550	7594	\$15,000	ACV		N/C	500	500
12	2008 Ford F550 Bucket Truck	9648	\$58,600	ACV		N/C	500	500
13	2016 Chevrolet Traverse	4623	\$26,302	ACV		N/C	500	500
<b>Total</b>			<b>\$484,526</b>			<b>(N/C = No Coverage)</b>		

14. 2018 Dodge Ram 3500 Pickup 28,967

Please add and/or delete any changes to your current coverage. Then sign, date and return to us for review.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Vehicles)

**Property**

**Due: February 15, 2019**

**Member Information**

**Name** City of Custer  
**Address** 622 Crook St, Custer, SD 57730

**Contact** Laurie Woodward, Finance Officer  
**Telephone** 605-673-4824

**Effective** April 1, 2019

**Coverages Requested**

3% Inflation Guard

       Enhanced Crime Opt Out

\*Note: An automatic 3% increase is added for inflation. Please indicate if a higher rate is desired.

**Additional Schedules to be attached if applicable:**

- Inland Marine**
- Fine Arts**
- EDP Software**
- EDP Hardware**
- Mobile Equipment**

Actual cash value and replacement cost valuations are shown on the attached schedules. If you wish to change these valuations, please mark accordingly on the Statement of Values.

Blanket limits pertain to buildings and contents and agreed amounts are applied to inland marine, EDP, fine arts and mobile equipment.

**Deductible - Please refer to your deductible amount shown on each of the following statements of values.**

**Deductible Options:**

\$0	\$2500
\$250	\$5000
\$500	\$10,000
\$1000	\$20,000
\$2000	\$25,000

SDPAA now has the ability to export your Statement of Values and provide the information to you in Excel format. Please contact our office if you wish to receive this information electronically.

# City of Custer Building Valuation Report

Key: SOV: Statement of Values  
RC: Replacement Cost  
ACV: Actual Cash Value  
FC: Functional Cost  
SBI: Safety Benefits, Inc.

Coverage Term 4/1/2018 to 4/1/2019

Location Number	Occupancy Description	Building Address	Current Valuation	Deductible	Bldg RC Value Est. by SBI	Year Valued by SBI	Value (SOV) Building / Contents
1-1	City Hall	622 Crook St, Custer, SD	RC	\$2,500	\$1,351,453	2016	\$1,391,997 \$159,135
1-2	City Garage Bldg	622 Crook St, Custer, SD	RC	\$2,500	\$39,451	2016	\$40,635 \$0
2-3	Maintenance Shop / Garage Bldg	31 S 3rd St, Custer, SD	RC	\$2,500	\$197,950	2016	\$203,889 \$53,045
3-4	Pump House (Pool)	Lot 5 & 6 Blk 35, Custer, SD	RC	\$2,500	\$24,265	2016	\$24,993 \$35,821
4-5	Sewage Plant Bldg	SW 1/3 Sec 19 T 3S R 5E, Custer, SD	RC	\$2,500	\$540,605	2016	\$2,211,938 \$424,360
5-6	Electrical Control Box	Football Field, Custer, SD	RC	\$2,500	\$11,255	2016	\$11,941 \$0
6-7	Community Bldg - YMCA	644 Crook St, Custer, SD	RC	\$2,500	\$1,063,400	2016	\$1,095,302 \$0
7-8	Water Shed	City Shop thru 6, Blk 126 Custer, SD	RC	\$2,500	\$22,660	2016	\$32,132 \$35,164
7-9	Sand Shed	City Shop 6, Blk 126 Custer, SD	RC	\$2,500	\$33,152	2016	\$34,147 \$0
7-10	Barricade Shed	City Shop Blk 126 Custer, SD	RC	\$2,500	\$11,123	2016	\$19,854 \$0
7-11	Paint Storage Building	City Shop Blk 126 Custer, SD	RC	\$2,500	\$3,606	2016	\$3,536 \$0
7-12	Parking Garage	City Shop 6, Blk 126 Custer, SD	RC	\$2,500	\$83,834	2016	\$115,928 \$0
8-13	Water Treatment Plant #1 Bldg	1115 Washington St, Custer, SD	RC	\$2,500	\$70,311	2016	\$100,000 \$600,000
9-14	Well House #9	French Creek NW 1/4 SE 1/4 S 28 T 3S R4E Custer, SD	RC	\$2,500	\$22,621	2016	\$41,765 \$21,218
10-15	Well House #14	Custer Lumber Crook St. Custer, SD	RC	\$2,500	\$10,041	2016	\$16,330 \$0
11-16	Harbach Park Well House	Lot 7 Blk 107, Custer, SD	RC	\$2,500	\$9,937	2016	\$10,235 \$0
12-17	Water Treatment Plant #2	46 N 9th St, Custer, SD	RC	\$2,500	\$58,007	2016	\$79,120 \$626,878
13-18	Water Treatment Plant #3	101 W Mt Rushmore Rd, Custer, SD	RC	\$2,500	\$45,990	2016	\$79,120 \$438,814
14-19	Bath House	Swimming Pool 5&6 Blk 35 Custer, SD	RC	\$2,500	\$123,462	2016	\$143,494 \$0
15-20	Water High Lift Booster	198 Clay Street Lot 7 Blk 44, Custer, SD	RC	\$2,500	\$20,046	2016	\$26,729 \$21,218
16-21	Chamber of Commerce	615 Washington St, Custer, SD	RC	\$2,500	\$264,879	2016	\$365,751 \$10,609
17-23	Gazebo	Harbach Park St Custer, SD	RC	\$2,500	\$26,365	2016	\$27,156 \$0
17-24	Caboose	Harbach Park St Custer, SD	SV	\$2,500	\$11,802	2016	\$12,521 \$0
17-25	North Picnic Shelter	Harbach Park St Custer, SD	RC	\$2,500	\$6,263	2016	\$6,451 \$0

# City of Custer Building Valuation Report

Key: SOV: Statement of Values  
RC: Replacement Cost  
ACV: Actual Cash Value  
FC: Functional Cost  
SBI: Safety Benefits, Inc.

Coverage Term 4/1/2018 to 4/1/2019

Location Number	Occupancy Description	Building Address		Current Valuation	Deductible	Bldg RC Value Est. by SBI	Year Valued by SBI	Value (SOV) Building / Contents
17-26	South Picnic Shelter	Harbach Park St. Custer, SD	107 S 6th	RC	\$2,500	\$6,263	2016	\$6,451 \$0
18-27	Warming House @ Ice Rink	Ice Rink Washington St Custer, SD	7th St &	RC	\$2,500	\$5,224	2016	\$5,381 \$0
19-28	Chlorinator Bldg @ Soccer Field	Canal St. & Blue Bell Lane East Custer, SD	Hwy 16	RC	\$2,500	\$8,629	2016	\$10,447 \$15,914
20-29	Pump House #5	Wazi Lane, Custer, SD		RC	\$2,500	\$13,823	2016	\$12,103 \$12,657
22-31	Tennis Court Bath House	20 S 7th St, Custer, SD		RC	\$2,500	\$59,345	2016	\$61,125 \$15,914
23-32	Large Picnic Shelter	French Creek Park St Custer, SD	352 Gordon	RC	\$2,500	\$13,819	2016	\$14,234 \$0
23-33	West Picnic Shelter	352 Gordon St, French Creek Park, Custer, SD		RC	\$2,500	\$4,837	2016	\$4,982 \$0
23-34	East Picnic Shelter	352 Gordon St, French Creek Park, Custer, SD		RC	\$2,500	\$4,837	2016	\$4,982 \$0
24-35	Log Cabin	Way Park Rushmore Rd Custer, SD	420 Mt	RC	\$2,500	\$47,915	2016	\$49,352 \$0
24-36	Log Restroom	Way Park Rushmore Rd Custer, SD	420 Mt	RC	\$2,500	\$67,780	2016	\$69,813 \$15,914
25-37	Ball Field Lighting	Gates Park 16 (Past Golf Course), Custer, SD	West Hwy	RC	\$2,500	\$26,150	2016	\$26,935 \$0
25-38	Concession Stand	Gates Park (Past Golf Course) Custer, SD	West Hwy 16	RC	\$2,500	\$20,841	2016	\$21,466 \$0
26-39	Water Bulk Station	3rd & Washington, Custer, SD		RC	\$2,500	\$3,414	2016	\$5,797 \$5,971
28-41	Old Grade School Bldg	Community Center Street Custer, SD	371 Crook	RC	\$2,500	\$4,280,263	2016	\$4,408,671 \$0
<b>Totals:</b>				<b>38</b>		<b>\$8,615,618</b>		<b>\$10,796,703</b> <b>\$2,492,632</b>

## Statement of Values - Buildings & Contents

### City of Custer

Loc. No.	Address GPS	Value Building / Contents	Deductible	Valuation	Occupancy	Sq Ft Yr Blt	Cnst NB	Sprnk E/WS	Stry Boiler?
1-1	622 Crook St, Custer, SD	\$1,391,997	\$2,500	RC	City Hall	5,000	2	Y	1
	43-46.077N, 103-35.906	\$159,135							5
1-2	622 Crook St, Custer, SD	\$40,635	\$2,500	RC	City Garage Bldg	750	2	N	1
	43-46.048N, 103-35.894	\$0							5
2-3	31 S 3rd St, Custer, SD	\$203,889	\$2,500	RC	Maintenance Shop/ Garage Bldg	3,360	1	N	1
	43-45.874N, 103-36.188	\$53,045							5
3-4	Lot 5 & 6 Blk 35, Custer, SD	\$24,993	\$2,500	RC	Pump House (Pool)	490	1	N	1
	43-45.985N, 103-36.273	\$35,821							5
4-5	SW 1/3 Sec 19 T 3S R 5E, Custer, SD	\$2,211,938	\$2,500	RC	Sewage Plant Bldg	4,490	3	N	1
	43-46.381N, 103-34.068	\$424,360							5
5-6	Football Field, Custer, SD	\$11,941	\$2,500	RC	Electrical Control Box		7		
		\$0							5
6-7	644 Crook St, Custer, SD	\$1,095,302	\$2,500	RC	Community Bldg - YMCA	5,000	1	Y	1
	43-46.079N, 103-35.899	\$0							5
7-8	City Shop Lots 1 thru 6, Blk	\$32,132	\$2,500	RC	Water Shed	1,152	1	N	1
	43-45.865N, 103-36.216	\$35,164							5
7-9	City Shop Lots 1 thru 6, Blk	\$34,147	\$2,500	RC	Sand Shed	2,800	1	N	1
	43-45.869N, 103-36.231	\$0							5
7-10	City Shop Lots 1 thru 6, Blk	\$19,854	\$2,500	RC	Barricade Shed	880	1	N	1
	43-45.861N, 103-36.250	\$0							5
7-11	City Shop Lots 1 thru 6, Blk	\$3,536	\$2,500	RC	Paint Storage Building	96	1	N	1
	43-45.867N, 103-36.182	\$0							5

## Statement of Values - Buildings & Contents

### City of Custer

Loc. No.	Address GPS	Value Building / Contents	Deductible	Valuation	Occupancy	Sq Ft Yr Blt	Cnst NB	Sprnk E/WS	Stry Boiler?
7-12	City Shop Lots 1 thru 6, Blk 43-45.868N, 103-36.220	\$115,928 \$0	\$2,500	RC	Parking Garage	3,440	3	N	1
							5		<input type="checkbox"/>
8-13	1115 Washington St, Custer, SD 43-46.068N, 103-35.416	\$100,000 <del>\$600,000</del>	\$2,500	RC	Water Treatment Plant #1 Bldg	1,440	3	N	1
							5	WS	<input type="checkbox"/>
9-14	French Creek NW 1/4 SE 1/4 S 28 T 3S 43-45.474N, 103-38.647	\$41,765 \$21,218	\$2,500	RC	Well House #9	312	1	N	1
							5	WS	<input type="checkbox"/>
10-15	Custer Lumber 10th St & Crook 43-46.177N, 103-35.579	\$16,330 \$0	\$2,500	RC	Well House #14	144	1	N	1
							5	WS	<input type="checkbox"/>
11-16	Lot 7 Blk 107, Custer, SD 43-45.919N, 103-35.670	\$10,235 \$0	\$2,500	RC	Harbach Park Well House	144	1	N	1
							5	WS	<input type="checkbox"/>
12-17	46 N 9th St, Custer, SD 43-46.127N, 103-35.670	\$79,120 \$626,878	\$2,500	RC	Water Treatment Plant #2	1,080	3	N	1
							5	WS	<input type="checkbox"/>
13-18	101 W Mt Rushmore Rd, Custer, SD 43-45.827N, 103-36.577	\$79,120 \$438,814	\$2,500	RC	Water Treatment Plant #3	840	3	N	1
							5	WS	<input type="checkbox"/>
14-19	Swimming Pool Crook St Lots 5&6 Blk 35 43-46.028N, 103-36.259	\$143,494 \$0	\$2,500	RC	Bath House	750	1	N	1
							5		<input type="checkbox"/>
15-20	198 Clay Street Lot 7 Blk 44, Custer, SD 43-46.500N, 103-36.100	\$26,729 \$21,218	\$2,500	RC	Water High Lift Booster	280	1	N	1
							5	WS	<input type="checkbox"/>
16-21	615 Washington St, Custer, SD 43-45.946N, 103-35.871	\$365,751 \$10,609	\$2,500	RC	Chamber of Commerce	1,600	1	N	1
							5		<input type="checkbox"/>
17-23	Harbach Park 107 S 6th 43-45.904N, 103-35.850	\$27,156 \$0	\$2,500	RC	Gazebo	280	1	N	1
							5		<input type="checkbox"/>

**Statement of Values - Buildings & Contents**  
*City of Custer*

Loc. No.	Address GPS	Value Building / Contents	Deductible	Valuation	Occupancy	Sq Ft Yr Blt	Cnst NB	Sprnk E/WS	Stry Boiler?
17-24	Harbach Park 107 S 6th	\$12,521	\$2,500	SV	Caboose		7		
	43-45.935N, 103-35-882	\$0							
17-25	Harbach Park 107 S 6th	\$6,451	\$2,500	RC	North Picnic Shelter	168	1	N	1
	43-45.912N, 103-35.822	\$0							
17-26	Harbach Park S 6th St 107	\$6,451	\$2,500	RC	South Picnic Shelter	168	1	N	1
	43-45.908N, 103-35.838	\$0							
18-27	Ice Rink 7th St & Washington	\$5,381	\$2,500	RC	Warming House @ Ice Rink	96	1	N	1
	43-45.961N, 103-35.823	\$0							
19-28	Canal St. & Blue Bell Lane Hwy 16 East	\$10,447	\$2,500	RC	Chlorinator Bldg @ Soccer Field	120	2	N	1
	43-45.992N, 103-35.081	\$15,914							
20-29	Wazi Lane, Custer, SD	\$12,103	\$2,500	RC	Pump House #5	168	2	N	1
	43-45.572N, 103-37.224	\$12,657							
22-31	20 S 7th St, Custer, SD	\$61,125	\$2,500	RC	Tennis Court Bath House	288	2	N	1
	43-45.988N, 103-35.803	\$15,914							
23-32	French Creek Park Gordon St 352	\$14,234	\$2,500	RC	Large Picnic Shelter	480	1	N	1
	43-45.816N, 103-36.107	\$0							
23-33	352 Gordon St, French Creek Park, Custer, SD	\$4,982	\$2,500	RC	West Picnic Shelter	168	1	N	1
	43-45.817N, 103-36.137	\$0							
23-34	352 Gordon St, French Creek Park, Custer, SD	\$4,982	\$2,500	RC	East Picnic Shelter	168	1	N	1
	43-45.819N, 103-36.086	\$0							
24-35	Way Park 420 Mt Rushmore	\$49,352	\$2,500	RC	Log Cabin	408	1	N	1
	43-45.934N, 103-36.091	\$0							

## Statement of Values - Buildings & Contents

### City of Custer

Loc. No.	Address GPS	Value Building / Contents	Deductible	Valuation	Occupancy	Sq Ft Yr Blt	Cnst NB	Sprnk E/WS	Stry Boiler?
24-36	Way Park 420 Mt Rushmore	\$69,813	\$2,500	RC	Log Restroom	396	1	N	1
	43-45.926N, 103-36.058	\$15,914				2009	5		<input type="checkbox"/>
25-37	Gates Park West Hwy 16 (Past Golf	\$26,935	\$2,500	RC	Ball Field Lighting		7	N	
	43-45.452N, 103-37-638	\$0					5		<input type="checkbox"/>
25-38	Gates Park West Hwy 16 (Past Golf	\$21,466	\$2,500	RC	Concession Stand	180	2	N	1
	43-45.473N, 103-37.640	\$0					5		<input type="checkbox"/>
26-39	3rd & Washington, Custer, SD	\$5,797	\$2,500	RC	Water Bulk Station	39	1	N	1
	43-45.853N, 103-36.167	\$5,971					5	WS	<input type="checkbox"/>
28-41	Community Center 371 Crook Street	\$4,408,671	\$2,500	RC	Old Grade School Bldg	36,544	2	N	3
	43-46.020N, 103-36.149	\$0					5		<input type="checkbox"/>
<b>Totals</b>		<b>\$10,796,703</b>							
		<b>\$2,492,632</b>							

Please add and/or delete any changes to your current coverage. Then sign, date and return to us for review.

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Buildings & Contents)

GPA 0626 (10/99)

**Statement of Values - Fine Arts**  
*City of Custer*

**Deductible \$2,500**

No.	Item Description	Serial No.	Limit	Dept
1	Rock Statue w/Bronze Pick/axe on top of 1 block S of City		\$10,000	
<b>Total</b>			<b>\$10,000</b>	

Please add and/or delete any changes to your current coverage. Then sign, date and return to us for review.

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Fine Arts)

GPA 0626FA (10/99)

**Statement of Values - Mobile Equipment**  
**City of Custer**

**Deductible \$2,500**

**Valuation ACV**

No.	Item Description	Serial No.	Limit	Dept
1	2008 Caterpillar Loader	HTMJC00393	\$55,000	
2	Rotary Air Compressor Unit	162354	\$8,000	
3	Pressure Washer	4318-2037801	\$1,895	
4	Striping Machine	C9026705	\$2,450	
5	Pickup Mounted Sander	79740	<del>\$3,070</del>	4,400
6	Vibrating Roller	MDR-704#1	\$4,700	
7	Pickup Mounted Sander	3768	<del>\$2,700</del>	4,400
8	Caterpillar Motor Grader	2ZK0G926	\$167,626	
9	Cherry Picker	HV543235	\$10,000	
10	2005 Ditchwitch mdl FX305 mounted on 2005 Dressen Mdl	2Z0295 & 0693	\$27,325	
11	Exmark Mdl LZ2ZLKA523 52" Mower	211797	\$2,000	
12	Exmark Mdl LZ27LKA724 72" Mower	485476	\$3,000	
13	Exmark Mdl LHP4417KA 44" Mower	264747	\$1,000	
14	2010 Bobcat Toolcat Skidsteer Mdl NB1990 5600TD	AOW116135	\$34,030	
15	Bobcat Snow Plover Mdl NMK455 SB200	712701276	\$3,700	
16	Bobcat Brushcat Mdl NMK452 60"	A01A00311	\$4,300	
17	Bobcat Tilt-Tach Mdl NMK505 7101600	224101982	\$1,670	
18	Bobcat Snow Blade Mdl MNK456 72"	223103953	\$1,800	
19	Bobcat Bucket Mdl NMK397 62"		\$500	
20	2012 CAT 420E STAIR Backhoe Loader w/attachments		\$91,362	
21	Vermeer BC 1200XL Brush Chipper		\$24,900	
22	Skag Cheetah 61" Kohler	SCZ61V-34CV-EF	\$10,195	
23	Bobcat Skidsteer	AR9R13795	\$32,699	
24	Bobcat 96" Snow V Blade	084101641	\$3,072	
25	Bobcat 60" Sweeper	714430468	\$3,804	
26	Bobcat 72" Root Grapple	AE6H04700	\$2,454	
27	Bobcat 68" Llo Pro Bucket		\$693	
28	Barricades		\$20,000	
2018 Vector 2100 Plus Sewer Cleaner		<b>Total</b>	<b>\$523,945</b>	

2018 Bobcat 5600 Toolcat

377,312  
54,394

Please add and/or delete any changes to your current coverage. Then sign, date and return to us for review.

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Mobile Equipment)

# Equipment Breakdown

	Previous April 1, 2018	Effective April 1, 2019
Property Damage Limit .....	\$13,289,335	
Deductible (Per Occurrence) .....	\$1,500	_____
Deductible (Transformers) .....	\$2,500	_____
Deductible (Electric) .....	\$25,000	_____

**NOTE: Locations with transformers shall have a deductible of \$2.00 per KVA with a minimum deductible of \$2,500.**

**Electric locations shall have a deductible of \$25.00 per KVA with a minimum deductible of \$25,000.**

**Locations with Boilers:**

Location # 1-1

Certification Expiration Date: 11/19/2017

Location # 6-7

Certification Expiration Date: 11/19/2017

**Note: Please include copies of current boiler certificates.**

## Certificate Holders

The following is a list of certificates of coverage currently issued on your behalf. Please review, and delete those no longer applicable and return with your renewal applications.

<b>Certificate Holder</b>	<b>Certified Items</b>
SD Dept of Environment & Natural Resources PMB 2020 523 E Capitol Ave Pierre, SD 57501	GL Governmental General Liability Limit of Coverage \$1,000,000 Each Occurrence

Please add and/or delete any changes to your current coverage. Then sign, date and return to us for review.

**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Entire Renewal Application)

**Please Return To:** South Dakota Public Assurance Alliance  
5024 Bur Oak Place, Suite 103  
Sioux Falls, SD 57108

(N/C = No Coverage)

## ***Member Contact Information***

Please take a moment to update the contact information below and return with the renewal packet.  
Feel free to add any additional contacts as well.

---

<b>Name (including position) and Address</b>	Laurie Woodward Finance Officer City of Custer 622 Crook St Custer, SD 57730	<b>Phone Numbers</b>	
<b>Email</b>	laurie@cityofcuster.com	<b>Office</b>	605-673-4824
		<b>Cell/Mobile</b>	
		<b>Work</b>	
		<b>Home</b>	
		<b>Fax</b>	605-673-2411

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Thank you for updating your information.

THIS ENDORSEMENT CHANGES THE BENEFIT AGREEMENT. PLEASE READ IT CAREFULLY

## GENERAL ENDORSEMENT

This endorsement modifies coverage provided under the following Sections of the Governmental Property Agreement (check appropriate boxes):

- Section 1 – Common Agreement Provisions
- Section 2 – Real and Personal Property
- Section 3 – Vehicles
- Section 4 – Mobile Equipment
- Section 5 – Electronic Data Processing (EDP) Equipment
- Section 7 – Equipment Breakdown
- Section 8 – Earthquake
- Section 9 – Flood

In consideration of the contribution charged, it is hereby understood and agreed that the following items are specifically excluded from Property coverage only, this exclusion does not apply to Liability coverage:

- Rock Jail next to YMCA, Custer, SD
- Skateboard Park Equipment, Custer, SD
- Outhouse at Fr. Cr. Park, Custer, SD
- Ball Field Dugouts at Gates Park, Custer, SD
- Chain Link Fence at Gates Park, Custer, SD
- Outhouse at Gates Park, Custer, SD
- Metal Storage Maint. Shop, Custer, SD
- Skywalk Shelter, Custer, SD
- Picnic Shelter Gates Park, Custer, SD
- Picnic Shelter Wazi Lane Lake, Custer, SD
- Emergency Warning Siren 10th and Sherman, Custer, SD
- Emergency Warning Siren Woodland Meadow Dr. and Hwy 16A, Custer, SD
- Emergency Warning Siren, 622 Crook St, Custer, SD
- Emergency Warning Siren, West Hwy 16 in Gates Park, Custer, SD
- Emergency Warning Siren, Montgomery Street and Dakota Lane, Custer, SD
- 375,000 Gallon South Water Storage Tank, Custer, SD
- 570,000 Gallon North Water Storage Tank, Custer, SD
- 100,000 Gallon Water Storage Tank, Booster Station, Custer, SD

This endorsement forms a part of the Governmental Property Agreement to which it is attached, effective on the inception date of the Governmental Property Agreement unless otherwise stated herein.

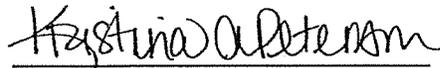
(The following information is required only when this endorsement is issued subsequent to preparation of the Governmental Property Agreement.)

Endorsement Effective: 4/1/2018

Member No.: 443

Member: City of Custer

Countersigned By:

  
(Authorized Representative)

THIS ENDORSEMENT CHANGES THE BENEFIT AGREEMENT. PLEASE READ IT CAREFULLY

## GENERAL ENDORSEMENT

This endorsement modifies coverage provided under the following Sections of the Governmental Property Agreement (check appropriate boxes):

- Section 1 – Common Agreement Provisions
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- Section 7 – Equipment Breakdown
- Section 8 – Earthquake
- Section 9 – Flood

Page 2:

It is further agreed that the following items are specifically excluded from coverage:

- 150,000 Gallon Upper Water Storage Tank, Custer, SD
- 96,000 Gallon Upper Water Storage Tank, Custer, SD
- Fence @ Playground, Gates Park, Custer, SD
- Fence @ Tennis, Horseshoe and Skateboard Park, Custer, SD
- Fence @ Swimming Pool, Custer, SD
- Fence @ City Shop Complex, Custer, SD
- Fence @ Sweage Treatment Plant, Custer, SD
- Fence @ Grade School Complex, Custer, SD
- Playground Equipment @ Grade School Complex, Custer, SD
- Playground Equipment @ Harbach Park, Custer, SD
- Playground Equipment @ French Creek Park, Custer, SD
- Playground Equipment @ Gates Park, Custer, SD
- Building at Cemetary, 25023 Highway 16, Custer, SD
- PA Outdoor Speaker System
- Statue of Custer at Chamber of Commerce, Custer, SD
- Pageant Hill Rock Shelter, Custer SD
- Well at 9th & Montgomery Street, Custer, SD
- Traffic Signal Lights at Centennial Dr. & Mt. Rushmore Rd., Custer, SD
- Traffic Signal Lights at 5th St. & Mt. Rushmore Rd, Custer, SD
- Traffic Signal Lights at 8th St. & Mt. Rushmore Rd, Custer, SD

This endorsement forms a part of the Governmental Property Agreement to which it is attached, effective on the inception date of the Governmental Property Agreement unless otherwise stated herein.

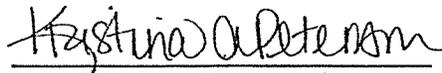
(The following information is required only when this endorsement is issued subsequent to preparation of the Governmental Property Agreement.)

Endorsement Effective: 4/1/2018

Member No.: 443

Member: City of Custer

Countersigned By:

  
(Authorized Representative)

THIS ENDORSEMENT CHANGES THE BENEFIT AGREEMENT. PLEASE READ IT CAREFULLY

## GENERAL ENDORSEMENT

This endorsement modifies coverage provided under the following Sections of the Governmental Property Agreement (check appropriate boxes):

- Section 1 – Common Agreement Provisions
- Section 2 – Real and Personal Property
- Section 3 – Vehicles
- Section 4 – Mobile Equipment
- Section 5 – Electronic Data Processing (EDP) Equipment
- Section 7 – Equipment Breakdown
- Section 8 – Earthquake
- Section 9 – Flood

Page 3:

It is further agreed that the following items are specifically excluded from coverage:

- Solar Powered Speed Sign on Hwy 16, Custer, SD
- Powered Speed Sign on N. 5th St., Custer, SD
- Well House #15 at 626 Harney St., Custer, SD
- Well House #10 on Upper French Creek Rd., Custer, SD
- Ornamental Street Lights at Various Locations, Custer, SD
- Bleachers at Gates Park, Custer, SD

READ AND ACCEPTED BY: Jamie Woodward, Finance Officer  
(Authorized Representative)

This endorsement forms a part of the Governmental Property Agreement to which it is attached, effective on the inception date of the Governmental Property Agreement unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of the Governmental Property Agreement.)

Endorsement Effective: 4/1/2018

Member No.: 443

Member: City of Custer

Countersigned By:

Kristina A. Peterson  
(Authorized Representative)

### 2018 Claims

Black Hills Energy, Utilities, \$1,210.78

### 2019 Claims

Aflac, Insurance, \$766.76  
Battle Mountain Humane Society, Animal Control Contract, \$1,000.00  
Black Hills Chemical, Supplies, \$523.06  
Black Hills Energy, Utilities, \$1,890.25  
Beesley Law Office, Professional Fees, \$1,652.50  
California State Disbursement, Deductions, \$53.19  
Century Business Products, Supplies, \$127.99  
Custer Area Economic Development Corporation, \$30.00  
Custer Ambulance Service, \$40.00  
Custer Doit Best, Supplies, \$57.76  
Chamber of Commerce, Supplies, \$475.00  
Chronicle, Publishing, \$456.21  
Custer Community Action Team, 2019 Subsidy, \$1,500.00  
Delta Dental, Insurance, \$254.20  
Discovery Benefits, Supplies, \$1,211.92  
EFTPS, Taxes, \$13,909.52  
First Interstate Bank, TIF #1 Payment, \$4,502.89  
GenPro Energy Solutions, Repairs and Maintenance, \$331.63  
Golden West Technologies, Maintenance, \$552.40  
Hach, Repairs and Maintenance, \$151.15  
Kimball Midwest, Supplies, \$650.87  
Michael Todd & Company, Supplies, \$473.46  
Nelson's Oil & Gas, Supplies, \$1,000.75  
Petty Cash, Supplies, \$454.25  
Sanders Sanitation, Garbage Collection Contract, \$13,816.99  
SD Retirement System, \$6,986.68  
Supplemental Retirement, \$510.00  
The Hartford, Insurance, \$63.62  
Wright Express, Supplies, \$666.60  
YMCA, Membership, \$47.00  
Mayor & Council, \$4,532.00  
Finance Department, \$4,834.96  
Public Buildings, \$2,902.19  
Planning Department, \$7,192.21  
Public Works Department, \$3,083.23  
Street Department, \$12,253.09  
Cruisin Department, \$74.26  
Parks Department, \$4,121.97  
Water Department, \$12,159.65  
Wastewater Department, \$11,950.52  
Total Claims, \$118,471.51

