

All City Council Meetings are recorded.

**CITY OF CUSTER CITY**  
**COUNCIL AGENDA**  
**January 21<sup>st</sup>, 2020 – City Hall Council Chambers**  
**5:30 P.M.**

1. Call to Order - Roll Call - Pledge of Allegiance
2. Approval of Agenda
3. Approval of Minutes – January 6<sup>th</sup>, 2020 Meeting
4. Declaration of Conflict of Interest
5. Public Hearings - Public Presentations
  - a. Second Reading – Ordinance #834 – Zoning Pleasant Acres 2<sup>nd</sup> Addition Lots F, G, H, I, J
  - b. Progress Edition – Chronicle
  - c. Burn Permits Issues – Frank Carroll
  - d. Approval of Veteran’s Memorial Master Plan
  - e. Engen Bench Location & Donation Acceptance
  - f. Executive Proclamation – Darryl Reindl Day
  - g.
6. Public Comments (3-minute max. per person, with total public comment period not to exceed 15 minutes)
7. Old Business
  - a. Kone Elevator Maintenance Proposal
  - b. Modification to Vehicle Purchase
  - c.
8. New Business
  - a. Minor Plat – A Plat of Tract Boyum and Tract Nelson Boyum
  - b. West Dam Reconstruction FEMA CLOMR Additional Data Requests – Banner
  - c. Statement of Values
  - d. Audit Engagement Letter
  - e.
  - f.
9. Presentation of Claims -
10. Department Head Discussion & Committee Reports –
11. Possible Executive Session–Personnel(1&4), Proposed Litigation(3), & Contract Negotiations(3) (SDCL 1-25-2(1,2,3,4,5,6))
12. Adjournment

**REMINDERS**

- Park & Recreation Committee Meeting – January 22<sup>nd</sup>,2020 5:30 P.M.**  
**Public Works Committee Meeting – February 3<sup>rd</sup>, 2020 4:30 P.M.**  
**Regular City Council Meeting – February 3<sup>rd</sup>, 2020 5:30 P.M.**  
**General Government Committee Meeting – February 10<sup>th</sup>, 2020 4:00 P.M.**  
**Planning Commission Meeting – February 11<sup>th</sup>, 2020 5:00 P.M.**  
**Regular City Council Meeting – February 18<sup>th</sup>, 2020 5:30 P.M.**

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



**CITY OF CUSTER CITY  
COUNCIL PROCEEDINGS- REGULAR SESSION  
January 6<sup>th</sup>, 2020**

Mayor Corbin Herman called to order the first meeting of the Common Council for the month of January 2020 at 5:30 p.m. Present at roll call were Councilpersons Blom, Whittaker, Moore, Fischer, Nielsen and Ryan. The Pledge of Allegiance was stated.

**AGENDA**

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

**MINUTES**

Councilperson Fischer moved, with a second by Councilperson Nielsen, to approve the minutes from the December 30<sup>th</sup> end of year council meeting. The motion unanimously carried.

**CONFLICTS OF INTEREST**

No conflicts of interest were stated.

**FIRST READING – ORDINANCE #834 – ZONING PLEASANT ACRES 2<sup>nd</sup> ADDITION LOTS F, G, H, I AND J**

Councilperson Fischer moved to approve Ordinance #834, Zoning Pleasant Acres 2<sup>nd</sup> Addition Lots F, G, H, I and J. Seconded by Councilperson Blom, the motion unanimously carried.

**RESOLUTION #01-06-20A – STREET VACATION – BLOCK 41**

Councilperson Fischer moved to table Resolution #01-06-20A, Street Vacation Block 41. Seconded by Councilperson Moore. After discussion amongst the council, staff and the property owners, the vote was called for. The motion unanimously carried.

**RESOLUTION #1-06-20B – WAGE SCALE (COLA APPLIED)**

Councilperson Nielsen moved to adopt Resolution #1-06-20B, Wage Scale (COLA applied). Seconded by Councilperson Blom, the motion unanimously carried.

Resolution #01-06-20B

WHEREAS, the City of Custer City has previously adopted an Employee Wage Scale; and

WHEREAS, updating and amending of said Employee Wage Scale is necessary; and

WHEREAS, the salary schedule shall be adjusted yearly according to the COLA percentage (3% for 2020) approved by the Common Council; and

WHEREAS, the Common Council of the City of Custer City has determined that the Employee Wage Scale be modified in accordance with the attached incorporated Employee Wage Scale, which is labeled exhibit "A";

NOW THEREFORE BE IT RESOLVED that the 2020 Employee Wage Scale is adopted and supersedes all previous Employee Wage Scales.

Dated this 6<sup>th</sup> day of January 2020.

City of Custer

S/Corbin Herman, Mayor

ATTEST: Laurie Woodward, Finance Officer

**RESOLUTION #1-06-20C – DEPOSITORIES LISTING**

Councilperson Fischer moved to adopt Resolution #1-06-20C, Depositories Listing. Seconded by Councilperson Moore, the motion unanimously carried.

RESOLUTION # 01-06-20C

A Resolution Granting Authority to Invest Municipal Funds

WHEREAS, it has been determined by the Common Council of the City of Custer City, that it is in the best interest of the City of Custer City to invest all funds not immediately needed by the City of Custer City for day to day operations; and

WHEREAS, the State of South Dakota, Department of Legislative Audit, has determined that the authority to invest City funds is a local Council decision and must be authorized each year.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Custer City, that the Custer City Finance Officer, or designee, is hereby authorized to invest any such City funds, that are not immediately needed for the day to day operation of the City, from the following list of depositories, at the best interest rate available and for the period of time determined to be the most beneficial to the City.

First Interstate Bank, Custer, SD

Black Hills Federal Credit Union, Custer, SD

Edward Jones, Custer, SD

SD Public Funds Investment Trust, Sioux Falls, SD

Sentinel Federal Credit Union, Custer, SD

Highmark Credit Union, Custer, SD  
Dacotah Bank, Custer, SD  
Dated this 6<sup>th</sup> day of January, 2020.  
City of Custer City  
S/Corbin Herman, Mayor  
ATTEST: Laurie Woodward, Finance Officer

**RESOLUTION #1-06-20D – INCIDENTAL DISBURSEMENT ACCOUNT**

Councilperson Blom moved to adopt Resolution #1-06-20D, Incidental Disbursement Account. Seconded by Councilperson Whittaker, the motion unanimously carried.

**RESOLUTION 01-06-20D**

**AUTHORIZATION OF CITY OF CUSTER INCIDENTAL DISBURSEMENT ACCOUNT**

WHEREAS, the City of Custer, South Dakota recognizes the need for an incidental disbursement account in order to transact timely payments and reimbursements for specified transactions.

WHEREAS, SDCL 9-23-23 allows the City of Custer to establish an incidental account for advanced payments or for claims requiring immediate payment, not to exceed the specified amount established by the governing body.

WHEREAS, the City of Custer requires a detailed account of the expenditures from the incidental account shall be presented at regular intervals not to exceed one month with verified vouchers, itemized and supported by receipted bills or other information as general evidence of payment. All expenditures from this account shall be listed with other bills in the regular governing body proceedings with the bill list. All claims made on the incidental account require signatures of two officers of the city.

NOW THEREFORE BE IT RESOLVED, the City of Custer authorizes the Finance Officer to pay payroll and all regular monthly bills in a timely manner to avoid penalties and take advantage of discounts, prior to Council approval, with the bills being approved at each regular meeting.

AND NOW THEREFORE BE IT RESOLVED, the City of Custer authorizes the Finance Officer and staff to use the credit cards as needed.

Dated this 6<sup>th</sup> day of January, 2020.

City of Custer

S/Corbin Herman, Mayor

ATTEST: Laurie Woodward, Finance Officer

**PUBLIC COMMENTS**

No public comments were received.

**MINOR PLAT – GLEITER TRACT AND GREGG TRACT**

Councilperson Whittaker moved to approve the minor plat of Gleiter Tract and Gregg Tract. Seconded by Councilperson Nielsen, the motion unanimously carried.

**DESIGNATION OF OFFICIAL NEWSPAPER**

Councilperson Moore moved to designate the Custer County Chronicle as the City's official newspaper. Seconded by Councilperson Whittaker, the motion unanimously carried.

**DESIGNATION OF ADMINISTRATIVE OFFICIAL TO APPROVE RAFFLES**

Councilperson Nielsen moved to approve designating the Finance Officer and the Deputy Finance Officer, in the Finance Officer's absence, to approve raffle request. Seconded by Councilperson Blom, the motion unanimously carried.

**APPROVAL OF CEMETERY GRAVE DIGGER**

Councilperson Whittaker moved to approve Dallas Alexander Construction as the grave digger for the Custer City Cemetery. Seconded by Councilperson Moore, the motion unanimously carried.

**2020 RECREATIONAL SERVICE AGREEMENT WITH YMCA**

Councilperson Blom moved to approve the 2020 recreational services agreement with the Custer YMCA for \$29,000. Seconded by Councilperson Moore, the motion carried with Councilperson Blom, Whittaker, Moore, Fischer, Nielsen and Ryan voting yes.

**COMBINED ELECTION AGREEMENT – CUSTER COUNTY**

Councilperson Nielsen moved to approve the combined election agreement with Custer County for the June 2<sup>nd</sup>, 2020 election. Seconded by Councilperson Blom, the motion unanimously carried.

**ANNUAL WAGE LISTING**

Councilperson Blom moved to approve the Annual Wage Listing as presented. Seconded by Councilperson Moore, the motion unanimously carried.

Scott Kellogg	\$33.21	Lance Stansbury	\$24.11	Gaile Walker	\$23.50
Rick Kothe	\$17.84	Jeff Clark	\$17.84	Brian Raber	\$21.61
Brett Scott	\$20.88	Chris Severin	\$15.77	Lynnette Merritt	\$21.70

Sydney Gramkow	\$17.94	Kim Conwell	\$19.18
Salaried positions:			
Bob Morrison	\$80,788.30		
Laurie Woodward	\$74,268.52		
Tim Hartmann	\$59,275.18		
Mayor	\$1,485 monthly		
Councilpersons	\$530 monthly		
Planning Commission members \$50 per meeting			

**MODIFIED RETIREMENT DATE NOTIFICATION**

Councilperson Blom moved to approve the modified retirement date for Bob Morrison to January 17<sup>th</sup>, 2020. Seconded by Councilperson Whittaker, the motion unanimously carried.

**CLAIMS**

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

**2019 Claims**

Discovery Benefits, Supplies, \$500.00  
 Black Hills Energy, Utilities, \$5,556.30  
 Pace, Supplies, \$323.91  
 Verizon Wireless, Utilities, \$423.08  
 Total Claims \$ 6,803.29

**2020 Claims**

Custer County Treasurer, Law Enforcement Contract, \$96,250.00  
 Golden West Technologies, Professional Fees, \$774.60  
 Honeywell, Repairs and Maintenance, \$7,352.39  
 Itron, Supplies, \$855.52  
 NASASP, Dues, \$39.00  
 Nielsen, Nina, Refund, \$100.00  
 Onsolve, Safety, \$1,500.00  
 Rapid City Journal, Supplies, \$542.99  
 SRF Loan, Loan Payment, \$15,477.11  
 SDML Worker Comp, Insurance, \$17,690.00  
 SD Department of Natural Recourses, Permit, Certification, \$2,632.00  
 SD Building Officials Association, Dues, \$50.00  
 SD Association of Code Enforcement, Dues, \$40.00  
 SD Municipal League, Dues, Travel & Conference, \$2,041.55  
 SDML Street Maintenance, Dues, \$35.00  
 SD Human Resources Association, Dues, \$50.00  
 SD GFOA, Dues, \$70.00  
 SD Association of Rural Water, Travel & Conference, \$500.00  
 SDWWA, Certification, \$30.00  
 The Hartford, Insurance, \$64.12  
 Tyler Technologies, Repair and Maintenance, \$16,415.38  
 USDA Loan Payment, \$8,910.00  
 USDA Forest Service, Permit, \$1,148.99  
 US Postal Service, Supplies, \$235.00  
 Wellmark, Insurance, \$13,769.51  
 Total Claims \$193,376.45

**DEPARTMENT HEADS & COMMITTEE REPORTS**

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

**EXECUTIVE SESSION**

Councilperson Fischer moved to go into and out of executive session for personnel and proposed litigation per SDCL 1-25-2(1,3,4) at 6:17 pm, with the Attorney, Public Works Director, Planning Administrator and Finance Officer present. Seconded by Councilperson Ryan, the motion unanimously carried. Council came out of executive session at 6:37 pm, with no action taken.

**PART TIME PUBLIC WORKS DIRECTOR**

Councilperson Fischer moved to approve hiring Bob Morrison as Part Time Public Works Director effective January 20<sup>th</sup>, 2020 at \$38.84 for up to 19 hours a week. Seconded by Councilperson Blom, the motion unanimously carried.

**ADJOURNMENT**

With no further business, Councilperson Moore moved to adjourn the meeting at 6:38 p.m. Seconded by Councilperson Whitaker, the motion carried unanimously.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward  
Finance Officer

Corbin Herman  
Mayor

ORDINANCE NO. 834

AN ORDINANCE AMENDING CUSTER CITY MUNICIPAL CODE, TITLE 17 ZONING BY REZONING CERTAIN PROPERTIES FROM HIGHWAY COMMERCIAL TO RESIDENTIAL ZONING DISTRICT.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF CUSTER CITY, SOUTH DAKOTA THAT TITLE 17 CHAPTER 17.12 RESIDENTIAL DISTRICT OF THE CUSTER MUNICIPAL CODE BE AMENDED BY REZONING THE FOLLOWING PROPERTIES FROM HIGHWAY COMMERCIAL TO RESIDENTIAL ZONING DISTRICT, AND THE SAME SHALL BE SUBJECT TO THE PROVISIONS OF CHAPTER 17.12:

PLEASANT ACRES 2<sup>ND</sup> ADDITION, LOTS F, G, H, I, J (formerly Lots A through C of Pleasant Acres 2<sup>nd</sup> Addition) LOCATED IN THE NE 1/4, SECTION 25, T3S, R4E, B.H.M., CITY OF CUSTER, CUSTER COUNTY, SOUTH DAKOTA;

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

Dated this 21<sup>st</sup> day of January 2020.

CITY OF CUSTER CITY

ATTEST:

Corbin Herman, Mayor

Laurie Woodward  
Finance Officer

(SEAL)

First Reading: January 6<sup>th</sup>, 2020  
Seconding Reading: January 21<sup>st</sup>, 2020  
Publication: January 29<sup>th</sup>, 2020

Vote:  
Fisher:                   Nielsen:  
Ryan:                    Moore:  
Blom:                    Whittaker:





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

#### Staff Report

Request: Zoning Request, Lots F Through J of Pleasant Acres 2<sup>nd</sup> Addition  
Applicant: Schriener Investments, L.L.C.  
Legal Desc.: Lots F Through J of Pleasant Acres 2<sup>nd</sup> Addition  
Fee Paid: \$400.00  
Date Prepared: January 2, 2020  
City Council Meetings: January 6 & January 21, 2020  
Prepared by Tim Hartmann, CFM Planning Administrator

#### **GENERAL**

These parcels are a part of the Pleasant Acres 2<sup>nd</sup> Addition located near the intersection of Canal and Bluebell Lane. The former Lots A, B, and C were recently re-platted to Lots F, G, H, I and J. Per Custer City's zoning map the parcels are currently zoned Highway Commercial. The applicant now wishes to rezone the properties to Residential as they continue to prep such for marketable residential home sites.

The area would infill the residential neighborhood to the West and South, South/West. Some Commercially zoned property does exist to the north across French Creek.

#### **COMPREHENSIVE PLAN**

The land use study of the 2031 Comprehensive Plan shows this area as Suburban Residential. The Commission did also discuss the area on our draft land use plan in conjunction with the comp plan rewrite, and plan to show these parcels as residential.

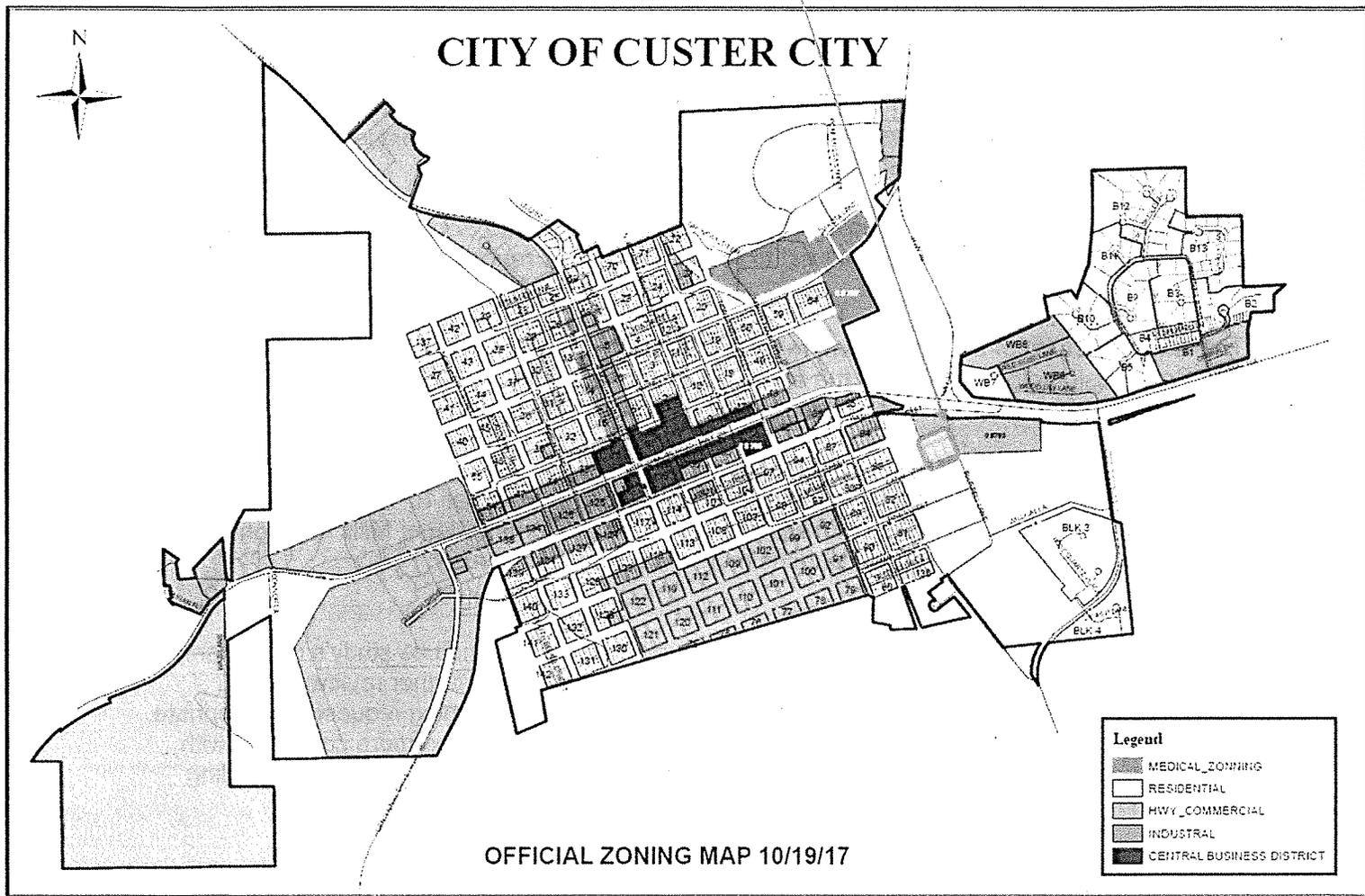
#### **PREVIOUS ACTION BY THE PLANNING COMMISSION**

Planning Commission reviewed the zoning request at their December 10<sup>th</sup> meeting. After a brief discussion Commissioner Uhrich moved, with a second by Commissioner Mills to recommend approval of the re-zoning request. Uhrich's motion carried unanimously.

#### **CONSIDERATIONS**

Staff feels the zoning request is consistent with current and draft land use study's of the comp plan, and the proposed zone is a more fitting use of the area. Upon further review of CMC 17.44.060, Considerations for approval or denial, approval for the zoning request is appropriate. The plan is consistent with owners planned developments, seems to be more consistent with the zoning intent of the City, and will create positive continuity with the area and surrounding zoning and uses.

Rezoning Request – Lots F, G, H, I, &  
J (Formerly Lots A-C)



City Council  
Custer City, SD

January 21, 2020

## Custer City Burn Permit Issues

The Custer City Volunteer Fire Department (VFD) is not able to provide appropriate customer service and permit oversight to issue and oversee the City's open burning permits.

**Current Situation:** Custer City Council requires a City-issued burn permit for open burning of slash piles and debris. The permit must be issued on a per-snowstorm basis, meaning a resident needs a permit to burn after every snow storm. Permits are not issued for the duration of the burn season as they are by the State of South Dakota. One person, Tim Parsons, is tasked by the VFD through the City Council with issuing permits for open burning in Custer City. There is no provision for residents to use and follow South Dakota state burn permits in lieu of Custer City permits. Custer County Dispatch has been informed that only Mr. Parsons can approve burn permits. There is no alternate approver. The burn window following a snow storm is fairly short due to the relatively rapid loss of snow cover following typical storms. Burning is perfectly safe while the snow is on the ground and we have successfully burned slash piles and open burning piles in Custer for decades. The current situation is not meeting resident needs to burn slash and dispose of debris piles.

**Application of the Ordinance:** Mr. Parsons has been unable to meet demand for burn permit requests. It is highly unlikely that any single person, or even multiple persons, could meet City requirements. For example, Mr. Parsons has not returned voicemail or text messages for 6 days (from Thursday, December 26 to January 1) to either Frank Carroll or Dr. Cleve Trimble. He said he was working and screened calls so does not respond to unknown callers. What this means is that the burn window is long closed by the time Mr. Parsons is able or willing to answer requests. Mr. Parsons has a full-time job at the Veteran's Administration in Hot Springs as a paid firefighter and is unable to commit the time to administer the current requirements of the burn permit program. Following a storm, many people who would like to burn are forced into the bottleneck created by the burn permit process. With the need for immediate approval, and the requirement that approval be granted for each snow event, no one, including a fully committed retiree, could reasonably keep us with burn permit requests.

**Suggested Remedies:** We propose using the State of South Dakota burn permit process to obtain permits online for the duration of the burn season. This process would create a record of burn permit applicants and allow residents to burn at optimal times following snow storms. Residents would be required to burn only when there are two inches or more of snow on the ground from approximately November 15 to March 1. This process would allow residents to reduce the fire hazard of standing burn piles as opportunity permits. We would be following the same laws and regulations as the rest of the County. There is no need for more stringent burn

permit requirements. If people are burning outside the permit requirements, they would be dealt with appropriately. If people cause a fire problem, they would face the same consequences as anyone would who causes a tort by fire, with or without a permit.

**Discussion:** It has been suggested that since not everyone is a good law-abiding citizen that permits are required to keep people in line. This view punishes residents by holding everyone to the same standards as the lowest common denominator. There is no history of willful unsafe burning to justify this view. We have had ample demonstration that the current system is doomed to fail. No one person, short of quitting their day job or taking leave every time it snows, can meet demand for burn permits. The result is many piles of slash and debris being left unburned in the summer season, fuel for fires that will come into the City from the forest. These piles pose a greater threat burning in summer than they ever could in winter. There is no safety or health reason why these slash piles should not be burned, and lots of good reasons why they should. Custer City government burning needs are met in the spring when the VFD burns the creek banks and reduces fuels on public lands. This same concern must be shown for resident slash piles. Our history as a community has proven that we can and must continually work to manage our forests and reduce fuels. We can only do that if burning as a management tool is widely available to residents. It is unlikely that the VFD could or would burn all the piles in the City that need burning, nor should they. We can burn our own and we don't need big brother to oversee burning we have all safely done since Custer was established. Additionally, if we make it so hard to burn piles that people decide not to do it because it's such a hassle, we will build a burn pile deficit that really will be unsafe. We will also lose our bias for burning, a very necessary survival strategy in a rural forested community. Burning skills are improved by burning.

Frank Carroll and other residents will be at the City Council meeting on January 21 to discuss this proposal.

Contact: Frank Carroll 605.440.2039

with such hydrant, except in such manner as provided by an ordinance or regulations of the fire department.  
(Prior code ' 10-416)

**8.08.080 Consent necessary to work on alarms.**

It is unlawful for any person to loosen or in any way change or remove any installation belonging to, used or connected with a fire alarm without having first obtained consent of the chief of the fire department for that purpose. (Prior code ' 10-417)

**8.08.090 Permit required for open burning.**

The starting of a fire within the city limits is prohibited, unless a burn permit to do so is first obtained from the Chief or a designated official of the fire department for the city (outdoor recreational open burning exempt per section 8.08.100). "Fire," as used in this section, means any fire to burn, brush, grass, stubble, whether in a spark proof incinerator or otherwise. (Ord. 279, 1983: prior code ' 10-500)

**8.08.100 Outdoor recreational open burning**

Within the Custer City limits a burn permit is not required for outdoor recreational open fires on private land or developed recreation sites with established outdoor fireplaces that meet the State of South Dakota Wildland Fire Department of Agriculture Division regulations for minimum acceptable safety requirements for outdoor fireplaces, form #AG-DOF-216/89, and as amended. These guidelines will apply to outdoor fireplaces, fire pots, chimineas, salamanders, and charcoal grills.

**8.08.110 Open burning fire ban**

All open burning, including recreational, shall become prohibited any time weather conditions become unfavorable or declared unsafe by the City Council, or the Fire Department.

All open burning will be prohibited when the National Weather Service predicts a red flag warning, fire weather watch or warning, wind watch or warning, or forecasts the fire danger to be in the extreme category for the southern Black Hills area. A violation of this section is a class 2 misdemeanor. Any person who violates this section is liable for civil damages for all injuries and suppression costs caused by the fire.

It is illegal to burn materials, including: garbage, dead animals, asphalt, petroleum products, paints, rubber products, plastics, paper (other than those necessary to start the fire), cardboard, treated wood, construction/demolition debris, metal, any other substance (other than natural vegetation) that releases toxic emissions, dense smoke or obnoxious odors when burned.

A property owner or their agents; and property occupants are responsible for complying with all local, state and federal laws while conducting burning pursuant to the chapter.







A decorative border with a repeating floral and geometric pattern, resembling lace or a fine mesh, surrounds the central text. The border has a scalloped edge.

City of Custer City

From the Desk of the Mayor

**Executive Proclamation**

**Whereas**, Darryl Reindl graduated from Custer High School in 1968 after his early education at Park Country school; and

**Whereas**, Darryl and his wife Janet raised four children Staci, Travis, Tamara and Sara and he now has the role of favorite grandpa to eight delightful grandchildren; and

**Whereas**, Darryl has faithfully attended all his class reunions; and

**Whereas** Darryl was an active part of the Custer Community while he worked for Golden West; and

**Whereas** Darryl served the city of Custer as a Custer Regional Health board member; and

**Whereas** he was an active rancher in Custer County; and

**Whereas** he was instrumental in saving the Custer County Courthouse (now historical) during the uprising in 1973; and

**Whereas** he is turning 70 years old on January 18, 2020 we recognize this day as

***Darryl Reindl Day***



RECEIVED

NOV 25 2019



Elevators Escalators

November 12, 2019

CITY OF CUSTER

KONE Elevators & Escalators

Tel 605-336-1578

Fax (309) 743-5074

www.kone.com

CITY OF CUSTER  
622 CROOK ST  
CUSTER, SD 57730-1608

1610\_3



Attn: Facility Manager

Re: Recommended Maintenance Modules - Proposal  
CUSTER COMMUNITY CENTER

Dear Facility Manager:

As your service provider on the subject elevators located at CUSTER COMMUNITY CENTER, 371 CROOK STREET, CUSTER, SD, KONE Inc. recommends that you have the following work completed, in order to ensure that your equipment is safe, performs reliably and to prolong the life of your equipment. The safety of the riding public is of the utmost importance to us, therefore, KONE recommends that the following work be performed. This work may be required by your local code authority is not covered under your current maintenance agreement.

***Door Operator & Landing Door Maintenance Module***

KONE proposes to perform a Door Maintenance Module on the subject elevators. The Door Operator & Landing Door Maintenance Module is designed to examine the current operation and components of the landing doors, and adjust and lubricate the landing doors if necessary. A detailed outline of the work performed during the Door Operator & Landing Door Maintenance Module is enclosed.

Price: \$811.20, plus applicable sales tax.

Accept: \_\_\_\_\_ Reject: \_\_\_\_\_

***Hoistway Cleandown***

KONE proposes to perform a hoistway cleandown on the subject elevator. Normal elevator operation creates air drafts in the hoistway which pull dirt into the hoistway from the elevator lobby, settling in and on the equipment. Without the occasional cleandown, the accumulation of dirt and debris could cause problems to occur in the future and may result in costly repairs.

Price: \$1310.40, plus applicable sales tax.

Accept: \_\_\_\_\_ Reject: \_\_\_\_\_

***Additional Maintenance Items***

KONE recommends that the starter contacts be replaced and the hydraulic oil be filtered on the subject elevators to ensure safe operation, prevent potential service interruptions, downtime and costly repairs to your equipment. If you are interested in receiving a quote for this work, please contact your local KONE Branch Office to schedule a site survey.



**Please initial above for acceptance and complete the Acceptance section below. Upon acceptance, please return the accepted proposal to:**

**KONE Inc.  
1 KONE Court  
Moline, IL 61265**

Upon receipt of the accepted proposal, your local KONE representative will contact you to schedule the work.

During the course of our work, should deficiencies, code violations, or other issues be discovered, we will promptly notify Purchaser and provide a separate quotation to correct these issues.

This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of CUSTER COMMUNITY CENTER.

Respectfully submitted by,

KONE Inc.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Approved By) Authorized Representative

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Title

\_\_\_\_\_  
(Print Title)

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_



## TERMS AND CONDITIONS

1610\_3

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises. The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

KONE shall not be liable for damage or delay caused directly or indirectly by accidents, embargoes, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, or any cause beyond KONE's control. Regardless of the type of delay, KONE shall not be liable for any indirect, consequential, or special damages including but not limited to fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property. Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment. It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment. Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore. Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time. KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.



### **Door Operator and Landing Door Maintenance Module Detailed Description Of Work**

The Door Operator & Landing Door Maintenance Module will include the following work:

- Check interlock circuit and contacts. Clean and adjust contacts as necessary.
- Clean and check interlock shorting bar and replace if required.
- Check interlock hook and lubricate pin as necessary.
- Check pick-up rollers and lift rod. Adjust and replace as necessary and lubricate all pivot points.
- Check emergency opening device.
- Check hanger sheaves, eccentrics and fasteners.
- Check relating cable and sheaves. Clean and lubricate as necessary.
- Check tracks and remove any build-up of dirt.
- Check door panels and vision panels for damage.
- Check operating clearances meet code requirements.
- Check door gibs, fire tabs and retainers for wear and proper sill penetration. Adjust and replace as necessary.
- Check fastenings of gibs and brackets, and tighten as required.
- Check sill for wear and remove any debris.
- Check strike jambs and astragals.
- Check door closer. Clean and lubricate as necessary.
- Check door operator and lubricate as necessary.
- Check cams and micro switches for proper operation.
- Check limit switches.
- Check belts, chains and cables.
- Check drive sheaves and shafts.
- Check retiring cam.
- Check door safety edge.
- Check car door gate switch.
- Check door clutch and restrictive clutch.
- Check relating cable and sheaves.
- Check strike jamb, bumpers and astragals.
- Check gate condition.
- Check and lubricate gate motor.
- Check gate tracks and lubricate as necessary.
- Check door closing force.

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

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

Dated this 2<sup>nd</sup> day of December, 2019.

City of Custer

S/Corbin Herman, Mayor

Attest: Laurie Woodward, Finance Officer

**PUBLIC COMMENTS**

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

**KONE ELEVATOR MAINTENANCE PROPOSAL**

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

**HAZARD MITIGATION GRANT**

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

**VEHICLE PURCHASES**

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

**CLAIMS**

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

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





• Axle, Option Ratio Rear, (Contact Vendor)	\$590
• Axle, Locking Differential	\$695
• Long Box Length 8'	\$690
• Floor Covering, Carpet/Mats	\$895
• Light, Spot Light, Post Mounted 6"	\$790
• Light, Spot Light, Roof Mounted 6"	\$790
• Factory Installed 110v Converter (300-watt min.)	\$380
• Grill Guard	\$995
• Large Backup Display (list size) 8.4"	\$995
• Tires, Spare Wheel & Tire Mounted Inside - Vehicle Box, Left Rear	\$490
• CD Player	\$595
• Paint Upgrade Charge	\$595
• Gooseneck Prep	\$795
• Ball Kit	\$390
• Bed Lighting	\$495

14A. TRUCK 1/2 TON 4 X 4 SHORT BOX

~~Beadle Sales~~  
 Dodge Ram 1500  
 Contract #: 17339

*Liberty - Rapid City*

These are the most ordered colors by the State. Please indicate your manufacturer's color name and any additional costs. Additional paint costs will be added to the base cost of the vehicle for evaluation purposes.		
COLOR	MANUFACTURER COLOR NAME	ADDITIONAL COST (if any)
Blue	Patriot Blue / True Blue	\$88
Gray	Max Steel / Granite Crystal	\$176
Red	Flame Red	\$0
Silver	Bright Silver / Billet Silver	\$176

- Engine, V6, Manufacturer's Standard
- Transmission, Automatic
- Electronic 4-wheel drive selection
- Power Door Locks with FOBs
- Brakes – ABS
- Power Windows
- Deep Tint Rear Windows
- Radio, AM/FM
- Bluetooth Capability
- Backup Camera
- Armrest, Fold Down (Cloth Only)
- Air Conditioning
- Air Bags, Side Impact
- Bumper, Rear Step
- Cruise Control
- Floor Covering, Rubber
- Doors, 4 Opening
- Box Length 6.4'
- Guard, Skid Plate Package - Manufacturer's Standard
- Engine Block Heater
- Trailer Tow pkg., Cooler, Engine Oil Cooler, Cooler, Transmission
- Brake Controller, Integrated
- Tow Hooks, 2 on Front
- Full-Length Stainless-Steel Cab Running Boards (may be dealer installed)
- Light, Rear Cargo
- Electric Mirrors, Right & Left Outside
- Seats, Cloth, Split Bench
- Seat, Bench Type, Second
- Tilt Steering
- Spare tire, full size, jack, and accessories
- Tire, Spare wheel & Tire Mounted Outside Vehicle
- Tires, All Terrain
- Wiper, Multiple Speed
- Spray on Bed Liner
- Factory Cab Headliner
- Factory Freight

Delivery Date 90-120 days

Base Cost

Extended Cab \$23906.09

- Engines, Option 5.7L V8 \$1500
- Axle, Option Ratio Rear, (Contact Vendor) \$100
- Floor Covering, Carpet/Mats \$825
- Light, Spot Light, Post Mounted 6" \$700
- Light, Spot Light, Roof Mounted 6" \$700

- Seats, Vinyl \$50
- Seats, Power Drivers Seat w/Lumbar Support \$1000
- Tires, Spare Wheel & Tire Mounted Inside - Vehicle Box, Left Rear \$200
- Factory Installed 110v Converter (300-watt min.) \$1000
- Large Backup Display (list size) 8.4" \$3700
- Grill Guard \$700 – contact dealer for options
- CD Player \$400
- Paint Upgrade Charge \$450

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

#### Staff Report

Request: Minor Plat, A Plat of Tract Boyum and Tract Nelson Boyum  
Applicant: Margaret & Jerry Nelson  
Location: Approximately 1.5 miles North/West of Custer. Upper French Creek Road  
Legal Desc.: A Plat of Tract Boyum and Tract Nelson Boyum  
Fee Paid: \$150.00  
Date Prepared: January 14, 2020  
City Council Meeting: January 21, 2020  
Prepared by Tim Hartmann, Planning Administrator

#### **GENERAL**

This plat is for a lot line adjustment with two parcels that are not within the City of Custer but is subject to review by the City under the City's extraterritorial jurisdiction. The proposed plat will perform a lot line adjustment between the existing Lot 2 (50.48 acres) and Lot 1 (53.55 acres), creating the proposed Tract Nelson Boyum (52.43 acres) and the proposed Tract Boyum (51.60 acres). The family has agreed to such lot line adjustment to incorporate the small triangle of land with the adjacent property on the N, N/E side of the road.

Individual wells and wastewater systems are available and serve the existing home on the proposed Tract Nelson Boyum.

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 public (incorrect).

#### **ROUTING SHEET RESPONSES**

BHEC – BHEC has power lines running through the property and request such are shown on the plat.

\*\* Upon further discussion, primary interest is line running north through proposed Tr Nelson Boyum..

Others are within Upper French Cr R.O.W.

SDDOT – No Comments.

#### **ACCESS**

Existing access to the area is provided currently provided and will continue to be provided by Upper French Creek Road. The existing home on the proposed Tract Nelson Boyum has an access directly onto Upper French Creek Road.

Upper French Creek Road is a 66' Dedicated Public Right of Way.

#### **PREVIOUS ACTION BY THE PLANNING COMMISSION**

Planning Commission discussed this plat their November 12<sup>th</sup>, 2019 meeting. After a short discussion, Commissioner Uhrich moved, with a second by Commissioner Hudson to recommend approval of the minor plat by Council. Uhrichs motion carried unanimously.

#### **SUMMARY AND STAFF RECCOMENDATION**

This plat is presented as a lot line adjustment plat with a sole purpose to align the small piece with the more contiguous parcel. Staff supports approval of the minor plat by the Council.

Note - change of from document in your packet to mylar, three additional property owner signature blocks added to accommodate signature of all parties with vested interest. No other changes...



**PLAT OF TRACT BOYUM AND TRACT NELSON BOYUM (FORMERLY LOT 1 AND LOT 2 OF BOYUM RANCH SUBDIVISION OF H.E.S. 80, H.E.S. 107, M.S. 640 AND M.S. 490) LOCATED IN S1/2 SECTION 20, W1/2 SECTION 21, N1/2 SECTION 29, AND W1/2 SECTION 28, T3S, R4E, BHM, CUSTER COUNTY, SOUTH DAKOTA.**

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	5°32'21"	99.11'	967.00'	N36°55'30"W	99.07'
C2	6°19'12"	110.31'	1000.00'	S85°58'00"E	110.25'

NUM	BEARING	DISTANCE
L1	N86°01'43"E	472.09'
L2	N64°28'27"E	207.16'
L3	N60°14'49"E	204.95'
L4	N60°14'49"E	88.88'
L5	N60°14'49"E	204.63'
L6	S50°08'27"W	349.02'
L7	N35°29'28"E	180.74'
L8	S75°45'57"W	321.88'
L9	N80°43'04"W	238.45'
L10	S70°56'48"W	416.82'
L11	N70°56'48"E	34.74'
L12	N83°15'28"W	48.79'
L13	S83°15'28"E	570.14'

NUM	BEARING	DISTANCE
L14	S23°23'07"W	340.77'
L15	N66°33'19"E	163.74'
L16	N66°37'01"E	254.76'
L17	N52°52'31"E	411.38'
L18	S89°58'29"E	139.18'
L19	S36°23'15"E	363.37'
L20	N65°12'14"E	586.10'
L21	S00°00'00"W	92.39'
L22	S00°00'00"W	33.20'
L23	N89°41'17"W	224.11'
L24	S01°07'17"W	238.94'
L25	S00°25'58"W	422.27'
L26	S76°58'51"E	628.18'
L27	N52°05'11"E	719.18'

- LEGEND**
- ⊙ CORNER SET THIS SURVEY
  - ⊠ CORNER WITH ALUMINUM CAP
  - ⊡ MARKED BUCKHORN SURVEYING R.L.S. 4896
  - ⊢ CORNER FOUND THIS SURVEY
  - ⊣ REBAR WITH ALUMINUM CAP
  - ⊤ MARKED BUCKHORN SURVEYING R.L.S. 4896
  - ⊥ "X" IN ROCK OUTCROP
  - ⊙ CORNER FOUND THIS SURVEY
  - ⊠ B.L.M./G.L.O. STONE MONUMENT
  - ⊡ CORNER FOUND THIS SURVEY
  - ⊢ REBAR WITH BRASS CAP

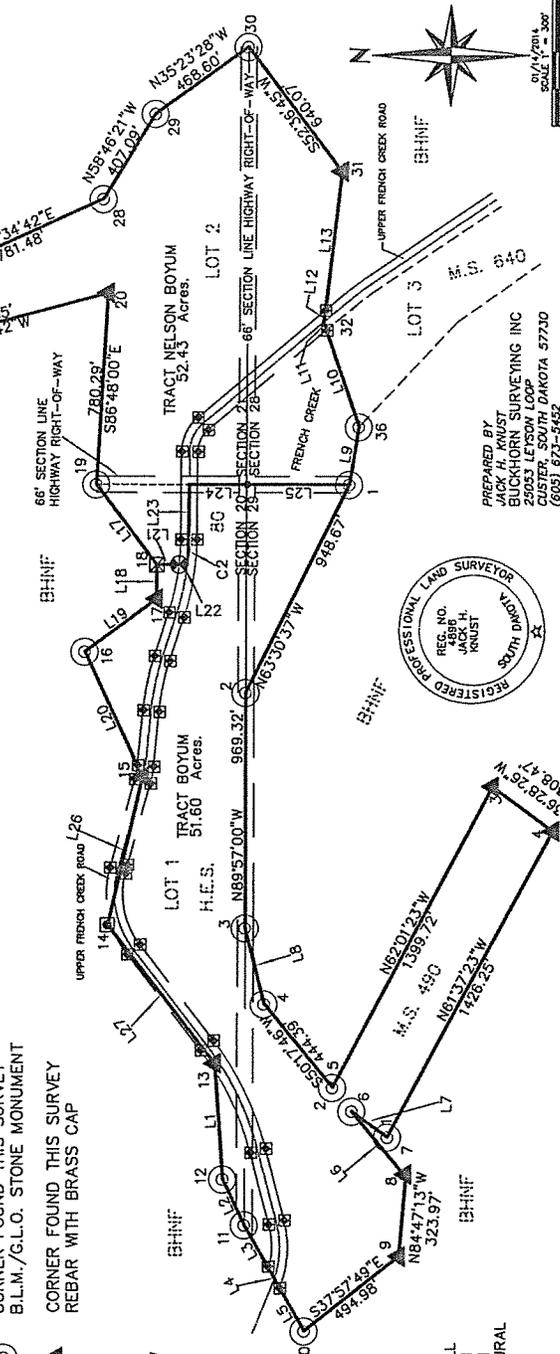
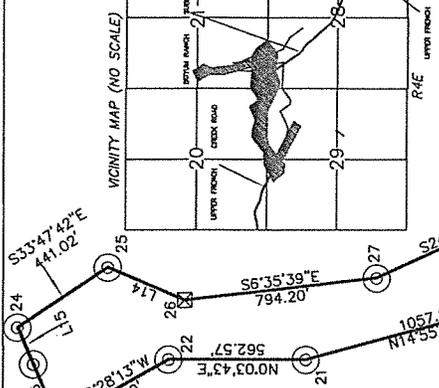
**NOTE**  
 A 20' WIDE UTILITY EASEMENT SHALL EXIST CENTERED ON ALL SUBDIVISION LOT LINES NOT ADJACENT TO PUBLIC RIGHTS-OF-WAY OR UNPLATTED LAND AND ON THE INTERIOR SIDE OF LOT LINES THAT BORDER LAND THAT HAS NOT BEEN SUBDIVIDED, UNLESS OTHER SUITABLE UTILITY EASEMENTS HAVE BEEN SHOWN.

**NOTE**  
 FIRM PANEL 46033C 0095 F DATED JANUARY 6, 2012 INDICATES THERE IS PRESENCE OF A FLOOD HAZARD AREA WITHIN THE SUBDIVISION AREA REPRESENTED ON THIS PLAT.

**NOTE**  
 LOT 1, AND LOT 2 OF BOYUM RANCH SUBDIVISION ARE RECORDED IN PLAT BOOK 12 PAGE 389 FORMERLY RECORDED AS H.E.S. 80 AND 107 AND M.S. 640 AND 490.

**NOTE**  
 UPPER FRENCH CREEK ROAD IS A 66' DEDICATED PUBLIC RIGHT-OF-WAY

**WATER PROTECTION STATEMENT**  
 PURSUANT TO SDCL 11-3-81 AND 11-3-8.2 THE DEVELOPER OF THE PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE RESPONSIBLE FOR PROTECTING ANY WATERS OF THE STATE INCLUDING SUCH WATERS, GREAT ADJACENT TO OR WITHIN SUCH PLATTED AREA FROM POLLUTION FROM SEWAGE FROM SUCH SUBDIVISION AND SHALL IN PROSECUTION OF SUCH PROTECTIONS CONFORM TO AND FOLLOW ALL REGULATIONS OF THE SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES RELATING TO THE SAME.



PREPARED BY  
 JACK H. KNUST  
 BUCKHORN SURVEYING INC  
 1001 S. 10TH ST. S.W.  
 CUSTER SOUTH DAKOTA 57730  
 (605) 673-5452

PLAT OF TRACT BOYUM AND TRACT NELSON BOYUM  
(FORMERLY LOT 1 AND LOT 2 OF BOYUM RANCH SUBDIVISION  
OF H.E.S. 80, H.E.S. 107, M.S. 640 AND M.S. 490)  
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T3S, R4E, BHM, CUSTER COUNTY, SOUTH DAKOTA.

STATE OF SOUTH DAKOTA  
COUNTY OF CUSTER S.S.

I, WE \_\_\_\_\_ DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND SHOWN  
AND DESCRIBED HEREON AND THAT WE DID AUTHORIZE AND DO HEREBY APPROVE THE SURVEY AND WITHIN PLAT OF SAID LAND, WE FURTHER CERTIFY THAT  
DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE

ZONING, SUBDIVISION, AND SEDIMENT CONTROL REGULATIONS. OWNERS: \_\_\_\_\_

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED \_\_\_\_\_

KNOWN BY ME TO BE THE PERSON(S) DESCRIBED IN THE FOREGOING CERTIFICATE AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

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STATEMENT OF SURVEYOR  
FOR BUCKHORN SURVEYING INC.

I, JACK H. KNUST, REGISTERED LAND SURVEYOR NO. 4898 OF THE STATE OF SOUTH DAKOTA DO HEREBY STATE THAT BEING SO  
AUTHORIZED, THE SURVEY AND WITHIN PLAT OF THE LAND SHOWN AND DESCRIBED HEREON WERE MADE UNDER MY RESPONSIBLE  
DIRECTION AND SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE WITHIN PLAT IS A  
REPRESENTATION OF SAID SURVEY.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

FOR BUCKHORN SURVEYING INC.

BY JACK H. KNUST, REGISTERED LAND SURVEYOR: \_\_\_\_\_



CERTIFICATE OF COUNTY TREASURER

I, TREASURER OF CUSTER COUNTY, DO HEREBY CERTIFY THAT ALL TAXES WHICH ARE LIENS UPON THE WITHIN DESCRIBED LANDS ARE FULLY PAID  
ACCORDING TO THE RECORDS OF MY OFFICE.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

TREASURER: \_\_\_\_\_

CERTIFICATE OF HIGHWAY AUTHORITY:

IT APPEARS THAT EVERY LOT HAS AN ACCEPTABLE APPROACH LOCATION ONTO A PUBLIC ROAD AND THE LOCATION OF THE INTERSECTION(S) OF ANY PROPOSED  
SUBDIVISION ROAD(S) OR PRIVATE ACCESS ROAD(S) WITH EXISTING PUBLIC ROAD IS HEREBY APPROVED

HIGHWAY AUTHORITY: \_\_\_\_\_ DATE: \_\_\_\_\_

RESOLUTION OF GOVERNING BOARD

STATE OF SOUTH DAKOTA  
CITY OF CUSTER S.S.

CITY OF CUSTER S.S.

WHEREAS THERE HAS BEEN PRESENTED TO THE CITY OF CUSTER, SOUTH DAKOTA, THE WITHIN PLAT OF THE ABOVE DESCRIBED LANDS  
AND IT APPEARING TO THE COUNCIL THAT:

a. THE SYSTEM OF STREETS SET FORTH THEREIN CONFORM TO THE SYSTEM OF STREETS OF THE EXISTING PLATS OF THE MUNICIPALITY,

b. ALL PROVISIONS OF ANY THREE MILE LIMIT SUBDIVISION HAVE BEEN FULLY COMPLIED WITH,

c. ALL TAXES AND SPECIAL ASSESSMENTS UPON THE SUBDIVISION HAVE BEEN FULLY PAID, AND

d. THE PLAT AND SURVEY THEREOF HAVE BEEN EXECUTED ACCORDING TO LAW.

NOW THEREFORE, BE IT RESOLVED THAT SAID PLAT IS HEREBY APPROVED IN ALL RESPECTS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

MAYOR OF THE CITY OF CUSTER: \_\_\_\_\_

I, FINANCE OFFICER OF THE CITY OF CUSTER, DO HEREBY CERTIFY THAT AT AN OFFICIAL MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
THE CUSTER CITY COUNCIL, BY RESOLUTION DID APPROVE THE PLAT AS SHOWN HEREON.

CUSTER CITY FINANCE OFFICER: \_\_\_\_\_

CERTIFICATE OF DIRECTOR OF EQUALIZATION

I, DIRECTOR OF EQUALIZATION OF CUSTER COUNTY, DO HEREBY CERTIFY THAT I HAVE ON RECORD A COPY OF THE WITHIN DESCRIBED PLAT,

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

DIRECTOR OF EQUALIZATION: \_\_\_\_\_

CERTIFICATE OF REGISTER OF DEEDS

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ O'CLOCK \_\_\_\_ M.

AND RECORDED IN BOOK \_\_\_\_\_ OF PLATS ON PAGE \_\_\_\_\_.

REGISTER OF DEEDS, CUSTER COUNTY \_\_\_\_\_



RECEIVED

DEC 09 2019

CITY OF CUSTER

Banner Associates, Inc  
2307 W 57th St, Ste 102  
Sioux Falls, SD 57108  
Tel 605.692.6342  
Toll Free 855.323.6342  
www.bannerassociates.com

December 3, 2019

Laurie Woodward, Finance Officer  
Bob Morrison, City Engineer  
City of Custer  
622 Crook Street  
Custer, South Dakota 57730

RE: Contract Proposal (Amendment 4)  
West Dam (Gates Park) Reconstruction, FEMA CLOMR Additional Data Requests  
Custer, South Dakota

Dear Ms. Woodward:

Banner Associates, Inc. is submitting this Letter of Amendment to our original contract to provide additional Engineering Services for the Gates Park - West Dam and Spillway Project. The additional work tasks requested to be performed are summarized below.

**Additional Services**

- FEMA Conditional Letter of Map Amendment (CLOMR) - Our manhour estimates for the CLOMR were based on fees from previous CLOMR submittal projects that included one additional data request. Due to the effective FEMA map being outdated and inaccurate, additional revisions to the hydraulic model and mapping were required to meet FEMA's additional data requests. The additional effort is listed below:
  - Project Engineer – 42 hrs @ \$106/hr = \$4,452
- Revised Contract Completion Date: **December 15, 2019**
- Total Not to Exceed Amount for above (Amendment Four): **\$4,452.00 plus applicable taxes**

**APPROVAL**

If this letter amendment/agreement meets with your approval, please sign and date and return one copy to Banner Associates. Please do not hesitate to contact our office if you have any questions.

Note: The updated billing rate sheet for 2019 is included with this amendment.



Page 2

Respectfully submitted,

Banner Associates, Inc.  
Rich Uckert, PE  
Sioux Falls Office Manager

Cc: Weston Blasius, Project Engineer

ACKNOWLEDGEMENT OF ACCEPTANCE

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2019

For: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**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
14	2018 Dodge Ram 3500	5397	\$28,967	ACV		N/C	500	500
15	2018 Vactor 2100 Plus Sewer Clea	8493	\$377,312	ACV		N/C	2,500	2,500
<b>Total</b>			<b>\$890,805</b>			<b>(N/C = No Coverage)</b>		

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

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

GPA 0626V (10/99)

# Property

**Due: February 16, 2020**

## 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, 2020

## Coverages Requested

3% Inflation Guard

\*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 CHANGES FOR 2020:

Buildings and contents deductibles have changed for the 2020-2021 coverage year.

The deductible options are as follows:

\$500  
\$1,000  
\$2,500  
\$5,000  
\$10,000

\*\*\* If your current deductible is lower than the \$500 minimum, it will automatically increase the buildings and contents deductibles to \$500 unless another option is noted on the renewal packet. All other schedule deductibles remain the same.

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 4/1/2019 to 4/1/2020

Location Number	Occupancy Description	Building Address	Current Valuation	Deductible	Bldg 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	\$1,433,757 \$163,909
1-2	City Garage Bldg	622 Crook St, Custer, SD	RC	\$2,500	\$39,451	2016	\$41,854 \$0
2-3	Maintenance Shop / Garage Bldg	31 S 3rd St, Custer, SD	RC	\$2,500	\$197,950	2016	\$210,006 \$54,636
3-4	Pump House (Pool)	Lot 5 & 6 Blk 35, Custer, SD	RC	\$2,500	\$24,265	2016	\$25,743 \$36,896
4-5	Sewage Plant Bldg	SW 1/3 Sec 19 T 3S R 5E, Custer, SD	RC	\$2,500	\$540,605	2016	\$2,278,296 \$437,091
5-6	Electrical Control Box	Football Field, Custer, SD	RC	\$2,500	\$11,255	2016	\$12,299 \$0
6-7	Community Bldg - YMCA	644 Crook St, Custer, SD	RC	\$2,500	\$1,063,400	2016	\$1,128,161 \$0
7-8	Water Shed	City Shop thru 6, Blk 126 Custer, SD	RC	\$2,500	\$22,660	2016	\$33,096 \$36,219
7-9	Sand Shed	City Shop 6, Blk 126 Custer, SD	RC	\$2,500	\$33,152	2016	\$35,171 \$0
7-10	Barricade Shed	City Shop Blk 126 Custer, SD	RC	\$2,500	\$11,123	2016	\$20,450 \$0
7-11	Paint Storage Building	City Shop Blk 126 Custer, SD	RC	\$2,500	\$3,606	2016	\$3,642 \$0
7-12	Parking Garage	City Shop 6, Blk 126 Custer, SD	RC	\$2,500	\$83,834	2016	\$119,406 \$0
8-13	Water Treatment Plant #1 Bldg	1115 Washington St, Custer, SD	RC	\$2,500	\$70,311	2016	\$103,000 \$750,000
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	\$43,018 \$21,855
10-15	Well House #14	Custer Lumber Crook St. Custer, SD	RC	\$2,500	\$10,041	2016	\$16,820 \$10,000
11-16	Harbach Park Well House	Lot 7 Blk 107, Custer, SD	RC	\$2,500	\$9,937	2016	\$10,542 \$0
12-17	Water Treatment Plant #2	46 N 9th St, Custer, SD	RC	\$2,500	\$58,007	2016	\$81,494 \$645,684
13-18	Water Treatment Plant #3	101 W Mt Rushmore Rd, Custer, SD	RC	\$2,500	\$45,990	2016	\$81,494 \$451,978
14-19	Bath House	Swimming Pool 5&6 Blk 35 Custer, SD	RC	\$2,500	\$123,462	2016	\$147,799 \$0
15-20	Water High Lift Booster	198 Clay Street Lot 7 Blk 44, Custer, SD	RC	\$2,500	\$20,046	2016	\$27,531 \$21,855
16-21	Chamber of Commerce	615 Washington St, Custer, SD	RC	\$2,500	\$264,879	2016	\$376,724 \$10,927
17-23	Gazebo	Harbach Park St Custer, SD	RC	\$2,500	\$26,365	2016	\$27,971 \$0
17-24	Caboose	Harbach Park St Custer, SD	SV	\$2,500	\$11,802	2016	\$12,897 \$0
17-25	North Picnic Shelter	Harbach Park St Custer, SD	RC	\$2,500	\$6,263	2016	\$6,645 \$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 4/1/2019 to 4/1/2020

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	\$6,645 \$0
18-27	Warming House @ Ice Rink	Ice Rink Washington St Custer, SD	7th St &	RC	\$2,500	\$5,224	2016	\$5,542 \$0
19-28	Chlorinator Bldg @ Soccer Field	Canal St. & Blue Bell Lane East Custer, SD	Hwy 16	RC	\$2,500	\$8,629	2016	\$10,760 \$16,391
20-29	Pump House #5	Wazi Lane, Custer, SD		RC	\$2,500	\$13,823	2016	\$12,466 \$13,037
22-31	Tennis Court Bath House	20 S 7th St, Custer, SD		RC	\$2,500	\$59,345	2016	\$62,959 \$16,391
23-32	Large Picnic Shelter	French Creek Park St Custer, SD	352 Gordon	RC	\$2,500	\$13,819	2016	\$14,661 \$0
23-33	West Picnic Shelter	352 Gordon St, French Creek Park, Custer, SD		RC	\$2,500	\$4,837	2016	\$5,131 \$0
23-34	East Picnic Shelter	352 Gordon St, French Creek Park, Custer, SD		RC	\$2,500	\$4,837	2016	\$5,131 \$0
24-35	Log Cabin	Way Park Rushmore Rd Custer, SD	420 Mt	RC	\$2,500	\$47,915	2016	\$50,833 \$0
24-36	Log Restroom	Way Park Rushmore Rd Custer, SD	420 Mt	RC	\$2,500	\$67,780	2016	\$71,907 \$16,391
25-37	Ball Field Lighting	Gates Park 16 (Past Golf Course), Custer, SD	West Hwy	RC	\$2,500	\$26,150	2016	\$27,743 \$0
25-38	Concession Stand	Gates Park (Past Golf Course) Custer, SD	West Hwy 16	RC	\$2,500	\$20,841	2016	\$22,110 \$0
26-39	Water Bulk Station	3rd & Washington, Custer, SD		RC	\$2,500	\$3,414	2016	\$5,971 \$6,150
28-41	Old Grade School Bldg	Community Center Street Custer, SD	371 Crook	RC	\$2,500	\$4,280,263	2016	\$4,540,931 \$0
<b>Totals:</b>				<b>38</b>		<b>\$8,615,618</b>		<b>\$11,120,606</b> <b>\$2,709,410</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	\$1,433,757	\$2,500	RC	City Hall	5,000	2	Y	1
	43-46.077N, 103-35.906	\$163,909							5
1-2	622 Crook St, Custer, SD	\$41,854	\$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	\$210,006	\$2,500	RC	Maintenance Shop/ Garage Bldg	3,360	1	N	1
	43-45.874N, 103-36.188	\$54,636							5
3-4	Lot 5 & 6 Blk 35, Custer, SD	\$25,743	\$2,500	RC	Pump House (Pool)	490	1	N	1
	43-45.985N, 103-36.273	\$36,896							5
4-5	SW 1/3 Sec 19 T 3S R 5E, Custer, SD	\$2,278,296	\$2,500	RC	Sewage Plant Bldg	4,490	3	N	1
	43-46.381N, 103-34.068	\$437,091							5
5-6	Football Field, Custer, SD	\$12,299	\$2,500	RC	Electrical Control Box		7		
		\$0							5
6-7	644 Crook St, Custer, SD	\$1,128,161	\$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	\$33,096	\$2,500	RC	Water Shed	1,152	1	N	1
	43-45.865N, 103-36.216	\$36,219							5
7-9	City Shop Lots 1 thru 6, Blk	\$35,171	\$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	\$20,450	\$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	\$3,642	\$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	\$119,406	\$2,500	RC	Parking Garage	3,440	3	N	1
	43-45.868N, 103-36.220	\$0							5
8-13	1115 Washington St, Custer, SD	\$103,000	\$2,500	RC	Water Treatment Plant #1 Bldg	1,440	3	N	1
	43-46.068N, 103-35.416	\$750,000							5
9-14	French Creek NW 1/4 SE 1/4 S 28 T 3S	\$43,018	\$2,500	RC	Well House #9	312	1	N	1
	43-45.474N, 103-38.647	\$21,855							5
10-15	Custer Lumber 10th St & Crook	\$16,820	\$2,500	RC	Well House #14	144	1	N	1
	43-46.177N, 103-35.579	\$10,000							5
11-16	Lot 7 Blk 107, Custer, SD	\$10,542	\$2,500	RC	Harbach Park Well House	144	1	N	1
	43-45.919N, 103-35.670	\$0							5
12-17	46 N 9th St, Custer, SD	\$81,494	\$2,500	RC	Water Treatment Plant #2	1,080	3	N	1
	43-46.127N, 103-35.670	\$645,684							5
13-18	101 W Mt Rushmore Rd, Custer, SD	\$81,494	\$2,500	RC	Water Treatment Plant #3	840	3	N	1
	43-45.827N, 103-36.577	\$451,978							5
14-19	Swimming Pool St Lots 5&6 Blk 35	\$147,799	\$2,500	RC	Bath House	750	1	N	1
	43-46.028N, 103-36.259	\$0							5
15-20	198 Clay Street Lot 7 Blk 44, Custer, SD	\$27,531	\$2,500	RC	Water High Lift Booster	280	1	N	1
	43-46.500N, 103-36.100	\$21,855							5
16-21	615 Washington St, Custer, SD	\$376,724	\$2,500	RC	Chamber of Commerce	1,600	1	N	1
	43-45.946N, 103-35.871	\$10,927							5
17-23	Harbach Park 107 S 6th	\$27,971	\$2,500	RC	Gazebo	280	1	N	1
	43-45.904N, 103-35.850	\$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?
17-24	Harbach Park 107 S 6th	\$12,897	\$2,500	SV	Caboose		7		
	43-45.935N, 103-35-882	\$0							
17-25	Harbach Park 107 S 6th	\$6,645	\$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	\$6,645	\$2,500	RC	South Picnic Shelter	168	1	N	1
	43-45.908N, 103-35.838	\$0							
18-27	Ice Rink 7th St & Washington	\$5,542	\$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	\$10,760	\$2,500	RC	Chlorinator Bldg @ Soccer Field	120	2	N	1
	43-45.992N, 103-35.081	\$16,391							
20-29	Wazi Lane, Custer, SD	\$12,466	\$2,500	RC	Pump House #5	168	2	N	1
	43-45.572N, 103-37.224	\$13,037							
22-31	20 S 7th St, Custer, SD	\$62,959	\$2,500	RC	Tennis Court Bath House	288	2	N	1
	43-45.988N, 103-35.803	\$16,391							
23-32	French Creek Park Gordon St 352	\$14,661	\$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	\$5,131	\$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	\$5,131	\$2,500	RC	East Picnic Shelter	168	1	N	1
	43-45.819N, 103-36.086	\$0							
24-35	Way Park 420 Mt Rushmore	\$50,833	\$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	\$71,907	\$2,500	RC	Log Restroom	396	1	N	1
	----- 43-45.926N, 103-36.058	\$16,391				2009	5		<input type="checkbox"/>
25-37	Gates Park West Hwy 16 (Past Golf	\$27,743	\$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	\$22,110	\$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	\$5,971	\$2,500	RC	Water Bulk Station	39	1	N	1
	----- 43-45.853N, 103-36.167	\$6,150					5	WS	<input type="checkbox"/>
28-41	Community Center      371 Crook Street	\$4,540,931	\$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>\$11,120,606</b>							
		<b>\$2,709,410</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	\$4,400	
6	Vibrating Roller	MDR-704#1	\$4,700	
7	Pickup Mounted Sander	3768	\$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 Plower 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	
29	2018 Bobcat 5600 Tool Cat		\$54,394	
<b>Total</b>			<b>\$581,369</b>	

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, 2019	Effective April 1, 2020
Property Damage Limit .....	\$13,830,016	
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.**





# Ketel Thorstenson, LLP

Certified Public Accountants/Business & Personal Consultants

810 Quincy Street • PO Box 3140, Rapid City, South Dakota 57709

Telephone (605) 342-5630 • FAX (605) 342-2172 • email: info@ktllp.com • ktllp.com

Members American Institute of Certified Public Accountants and AICPA Division of Firms for Quality Control

January 6, 2020

## Partners

Rex P. Vigoren  
*CPA, PFS*

Paul J. Thorstenson, CPA, PC  
d/b/a Paul J. Thorstenson  
*CPA/ABV, CVA*

Brent E. Siekman  
*MST, CPA, CGMA*

Stephen M. Schacht  
*CPA*

Denise M. Webster  
*CPA, PFS*

Jean M. Smith  
*CPA*

Clark J. Kraemer  
*CPA*

Joel D. DeVries  
*CPA*

Nina Braun  
*CPA, CFE*

Douglas A. Kenoyer  
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Jennifer L. Konvalin  
*CPA*

Kevin D. Sickels  
*CPA*

Traci M. Hanson  
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Michelle M. Minnerath  
*CPA*

Todd Hoese, CPA, LLC  
d/b/a Todd Hoese  
*CPA*

Jess R. Weaver  
*CPA*

Jackie L. Maguire  
*CPA*

## Of Counsel

Peter Bergman  
*CPA*

Michael H. Finnegan  
*CPA*

Merle G. Karen  
*CPA*

City Council  
Corbin Herman, Mayor and  
Laurie Woodward, Finance Officer  
City of Custer  
P.O. Box 262  
Custer, SD 57730

Dear Corbin and Laurie:

We are pleased to confirm our understanding of the services we are to provide for the **CITY OF CUSTER** (the City) for the year ended December 31, 2019.

We will audit the financial statements of the governmental activities, the business-type activities and each major fund, including the related notes to the financial statements, which collectively comprise the entity's basic financial statements as of and for the year end stated above. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by accounting principles generally accepted in the United States of America (U.S. GAAP) and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules
3. Schedule of the City's Proportionate Share of the Net Pension Asset (Liability)
4. Schedule of the City Contributions

### **Audit Objectives**

The objective of our audit is the expression of an opinion as to whether the financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole). Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council of the City. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (which does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose.

If during our audit we become aware that the City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Audit Procedures - General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories and direct confirmation of certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We may request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures – Internal Control**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of your compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Other Services**

We will assist in preparing the financial statements and related notes of the City in conformity with U.S. GAAP based on information provided by you. In addition, at the present time, no other non-audit services are provided by Ketel Thorstenson, LLP and its affiliates.

These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

We will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; and (3) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. GAAP, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us, and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants, and for taking timely and appropriate steps to remedy fraud, noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities for the financial statement preparation services and any other non-audit services we provide (see Other Services paragraph above). You will be required to acknowledge in the management representation letter the services provided and that you have evaluated the adequacy of our services and have reviewed and approved the results of the services, the financial statements, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to assume all management responsibilities for the non-audit services we provide; oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

**Engagement Administration, Fees, and Other**

Shelley Goodrich is the engagement Director and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately March 9, 2020 and to issue our reports no later than June 30, 2020. You may expect a senior staff and assistant auditors from our firm to be present in your office during the course of our field work. To promote continuity, we will make every reasonable effort to assign the same audit personnel from previous years to the current audit.

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees from our original fee estimate.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

We are not hosts for any client information. You are expected to retain all financial and non-financial information, to include anything you upload to a portal, and are responsible for downloading and retaining anything we upload in a timely manner. Portals are only meant as a method of transferring data, and are not intended for the storage of client information, and may be deleted at any time. You are expected to maintain control over your accounting systems, to include the licensing of applications and the hosting of said applications and data. We do not provide electronic security or back-up services for any of your data or records. Giving us access to your accounting system does not make us hosts of information contained within.

In the interest of enhancing our availability to meet your professional service needs while maintaining service quality and timeliness, we may use a third party service provider to assist us. This may include provision of your confidential information to the third party service provider. We require our third party service providers to have established procedures and controls designed to protect client confidentiality and maintain data security. As the paid provider of professional services, our firm remains responsible for exercising reasonable care in providing such services, and our work product will be subjected to our firm's customary quality control procedures. By accepting the terms and conditions of our engagement, you are providing your consent and authorization to disclose your confidential information to a third party service provider, if such disclosure is necessary to deliver professional services or provide support services to our firm.

If you intend to publish or otherwise reproduce the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in any document should be done only with our prior approval of the document. You are responsible for providing us the opportunity to review such document before issuance. With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

The audit documentation for this engagement is the property of Ketel Thorstenson, LLP, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to an oversight or grantor agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of our audit personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by your oversight or grantor agency. If we are aware that an audit finding is being contested, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our professional fees for the services outlined above will be \$17,800, plus applicable sales tax. This fee is based upon the complexity of the work to be performed, and our professional time. In addition, this fee depends upon the timely delivery, availability, quality, and completeness of the information you provide to us. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. You agree that you will deliver all records requested and respond to all inquiries made by our staff to complete this engagement on a timely basis. You will also be billed for travel and other out-of-pocket costs such as postage. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed, even if we have not issued our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. At completion of the engagement, we will submit a final invoice which is due upon receipt.

Our audit engagement ends on delivery of our audit report. You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and their estimated fees. We may also issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

In the event we are requested pursuant to subpoena or other legal process to produce documents relating to current or prior engagements for the City in legal, administrative, arbitration, or similar proceedings to which we are not a party, the City shall reimburse us at our standard billing rates for our professional time and expenses, including reasonable attorney's fees, incurred by us in responding to such requests. In the event of a dispute, the courts of the state of South Dakota shall have jurisdiction, and all disputes will be submitted to the state of South Dakota, which is the proper and most convenient venue for resolution. We also agree that the law of the state of South Dakota shall govern all such disputes.

We are independent within the meaning of the AICPA *Code of Professional Conduct*.

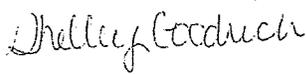
In the event you should desire to hire an accountant to have on staff, we may assist you in that process. We do require, however, that no such inquiry be made directly to our staff, but only to the engagement partner. To ensure our independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel. If you should choose to hire one of our employees, we may, at our discretion, charge you a recruiting fee of twenty percent of the annual salary offered to our employee to compensate us for the loss of our valued and extensively trained employee.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract, when requested by you. Our September 27, 2019, peer review report accompanies this letter.

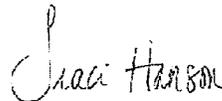
We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. Please sign one copy of this letter in the space provided to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the financial statements described herein and to perform an audit with respect to those same financial statements, and our respective responsibilities.

Sincerely,

KETEL THORSTENSON, LLP



Shelley Goodrich, CPA  
Director



Traci Hanson, CPA  
Partner

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This letter correctly sets forth the understanding of our contract. I have read it and fully understand its terms and provisions.

Accepted By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Report on the Firm's System of Quality Control

To the Partners of Ketel Thorstenson, LLP  
and the Peer Review Committee of the Oklahoma Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Ketel Thorstenson, LLP (the Firm) in effect for the year ended March 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The Firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review.

### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act; and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the Firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Ketel Thorstenson, LLP in effect for the year ended March 31, 2019, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Ketel Thorstenson, LLP has received a peer review rating of *pass*.

*Anderson Zurmuehlen & Co, P.C.*

Billings, Montana  
September 27, 2019

2019 Claims

American Legal Publishing, Professional Fees, \$139.65  
Audio Video Solutions, Repairs, \$39.91  
Black Hills Energy, Utilities, \$9,527.56  
Chamber of Commerce, Sales Tax Subsidy, \$5,236.05  
DGR, Professional Fees, \$17,167.35  
Jenner Equipment, Repairs and Maintenance, \$57.74  
SD One Call, Supplies, \$67.20  
State of SD, Sales Tax, \$1,023.50  
Unemployment Insurance Division of SD, \$67.95  
Total Claims \$33,326.91

2020 Claims

California State Disbursement, Deductions, \$92.30  
Black Hills Chemical, Supplies, \$143.92  
Code Works, Professional Fees, \$131.40  
Custer Car Wash, Repairs and Maintenance, \$4.55  
Esri, Supplies, \$400.00  
Fastenal, Supplies, \$434.54  
Hawkins, Supplies, \$7,706.38  
Midcontinent Testing Labs, Professional Fees, \$260.00  
Morrison, Bob, Reimbursement, \$308.00  
Northwest Pipe Fittings, Inc, Supplies, \$545.44  
Petty Cash, Supplies, \$167.60  
Custer Motel, Utility Refund, \$44.94  
Total Claims \$10,239.07

