

All City Council Meetings are recorded.

CITY OF CUSTER CITY  
COUNCIL AGENDA  
January 7<sup>th</sup>, 2019 — City Hall Council Chambers  
5:30 P.M.

1. Call to Order - Roll Call - Pledge of Allegiance
2. Approval of Agenda
3. Approval of Minutes — December 17<sup>th</sup>, 2018 Minutes and December 28<sup>th</sup>, 2018 Special Meeting Minutes
4. Declaration of Conflict of Interest
5. Public Hearings – Public Presentations
  - a. Executive Proclamation – American Legion Custer Post #46 Centennial Year
  - b. First Reading – Ordinance #817 – Water Conservation Credit
  - c. First Reading – Ordinance #818 – Fire Safety Regulations
  - d. Resolution #01-07-19A – Personnel Manual
  - e. Resolution #01-07-19B – Safety Manual
  - f. Resolution #01-07-19C – Wage Scale (COLA applied)
  - g. Resolution #01-07-19D — Depositories Listing
  - h. Resolution #01-07-19E — Incidental Disbursement Account
  - i.
6. Public Comments (3-minute max. per person, with total public comment period not to exceed 15 minutes)
7. Old Business
  - a
  - b
8. New Business
  - a. Minor Plat – Ozum Tract of Block 125
  - b. Minor Plat – Plat of Schneller Tract Revised and Omodt Tract
  - c. Designation of Official Newspaper
  - d. Designation of Administrative Official to Approve Raffles
  - e. Combined Election Agreement – Custer School District
  - f. 2019 Chamber Lease Agreement
  - g. Fourth of July Celebration Request – Custer Chamber
  - h. 2019 Recreation Services Agreement with YMCA
  - i. Custer Cruisin Social Media Contract – Green Owl Media
  - j. Approval of Cemetery Grave Digger
  - k. Annual Wage Listing
  - l.
9. Presentation of Claims —
10. Department Head Discussion & Committee Reports —
11. Possible Executive Session — Personnel, Proposed Litigation, & Contract Negotiations (SDCL 1-25-2(1-4))
12. Adjournment

**REMINDERS**

- General Government Committee Meeting — January 7<sup>th</sup>, 2019 4:30 P.M.**  
**Planning Commission Meeting — January 8<sup>th</sup>, 2019 5:00 P.M.**  
**Park & Recreation Committee Meeting – January 15<sup>th</sup>, 2019 5:30 P.M.**  
**Regular City Council Meeting — January 22<sup>nd</sup>, 2019 5:30 P.M.**  
**Public Works Committee Meeting — February 4<sup>th</sup>, 2019 4:30 P.M.**  
**Regular City Council Meeting — February 4<sup>th</sup>, 2019 5:30 P.M.**



**CITY OF CUSTER CITY  
COUNCIL PROCEEDINGS- REGULAR SESSION  
December 17<sup>th</sup>, 2018**

Mayor Corbin Herman called to order the second meeting of the Common Council for the month of December 2018 at 5:30 p.m. Present at roll call were Councilpersons Blom, Nielsen, Fischer, Moore and Arseneault. City Attorney Chris Beesley was present. The Pledge of Allegiance was stated.

**AGENDA**

Councilperson Blom moved to approve the agenda. Seconded by Councilperson Moore, the motion unanimously carried.

**MINUTES**

Councilperson Arseneault moved, with a second by Councilperson Fischer, to approve the minutes from the December 3<sup>rd</sup> regular council meeting. The motion unanimously carried.

**CONFLICTS OF INTEREST**

Mayor Herman stated he had a conflict with the volunteer coverage for deer management. No other conflicts of interest were stated.

**SECOND READING – ORDINANCE #816 – 2018 SUPPLEMENTAL BUDGET ORDINANCE**

Councilperson Blom moved to adopt Ordinance #816, 2018 Supplemental Budget Ordinance. Seconded by Councilperson Nielsen, the motion carried with Councilperson Blom, Nielsen, Fischer, Moore and Arseneault voting yes.

**RESOLUTION #12-17-18A – PORTION OF FRENCH CREEK DRIVE STREET CLOSURE**

Councilperson Fischer moved to adopt Resolution #12-17-18A, Portion of French Creek Drive Street Closure. Seconded by Councilperson Moore, the motion unanimously carried.

**Resolution #12-17-2018A**

WHEREAS, on August 6th, 2018 the City Council of Custer accepted the Final Conceptual Design of Harbach Park by KLJ Engineering to expand Harbach Park, outlining potential future improvements therein; and

WHEREAS, a closure to French Creek Drive shall provide for a safer environment with improved traffic flow within the park, thereby prohibiting traffic interactions with pedestrians and park patrons; and

WHEREAS, the closure would also provide for a better use of the area within the overall design of the park as playground sizes would be increased, structures would be set back further from the French Creek Channel, and off-street parking would be established near the child play areas; and

WHEREAS, it has been determined such closure will continue to provide existing access and offer potential new access to adjacent properties.

NOW THEREFORE BE IT RESOLVED that, pursuant to SDCL 9-45-1, the East-West Alley, previously named French Creek Drive, between the East line of the North-South Alley of Block 107 and the West line of 7th Street, adjacent to Lots 4,5,6,7,8 and 9, all in Block 107 with dimensions of approximately 30' x 150', shall hereby be closed to vehicular traffic to allow for park improvements.

NOW THEREFORE IT FURTHER BE RESOLVED such area of French Creek Drive shall also be determined to be park land and be incorporated within the adjacent Harbach Park area.

Dated this 17<sup>th</sup> day of December 2018.

CITY OF CUSTER

S/Corbin Herman, Mayor

ATTEST: Laurie Woodward, Finance Officer

**PUBLIC COMMENTS**

No public comments were received.

**DEED RESTRICTION – WEST DAM WETLANDS**

Councilperson Arseneault moved to approve the draft deed restriction for West Dam Wetlands. Seconded by Councilperson Nielsen, the motion unanimously carried.

**MINOR PLAT – POWELL TRACT AND LANNOYE TRACT OF BAVARIAN HILLS ESTATES**

Councilperson Fischer moved to approve the minor plat for Powell Tract and Lannoye Tract of Bavarian Hills Estates. Seconded by Councilperson Blom, the motion unanimously carried.

Mayor Herman left the meeting at 5:46 pm and Council President Nielsen took over the meeting.

**VOLUNTEER COVERAGE FOR DEER MANAGEMENT**

Councilperson Moore moved to approve volunteer coverage for Cody Herman to help with the 2018 Deer Management. Seconded by Councilperson Blom, the motion unanimously carried.

Mayor Herman rejoined the meeting at 5.47 pm.

**PARK, RECREATION & FORESTRY COMMITTEE APPOINTMENTS**

Councilperson Arseneault moved to approve the Mayor's appointment of Emily Hiatt (term ending 8/2021) and Randy Hoogendoorn (alternate, term ending 8/2021) to the Park, Recreation & Forestry Committee. Seconded by Councilperson Moore, the motion unanimously carried.

#### CLAIMS

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

211 Helpline, Subsidy, \$500.00  
A & A Weed Management, Maintenance, \$3,600.00  
A & B Welding, Supplies, \$60.12  
Beesley Law Office, Professional Fees, \$1,812.50  
Black Hills Energy, Utilities, \$14,075.32  
Butler Machinery, Supplies, \$1,933.60  
California State Disbursement, Deduction, \$53.19  
Core & Main, Repairs & Maintenance, \$1,339.21  
Culligan, Repairs & Maintenance, \$54.50  
Custer Car Wash, Repairs & Maintenance, \$19.00  
Chamber of Commerce, Sales Tax Subsidy, \$4,177.46  
Custer County Housing, Subsidy, \$3,000.00  
Custer Meals Program, Subsidy, \$2,500.00  
Custer Ace Hardware, Supplies, Repairs & Maintenance, \$821.15  
Discovery Benefits, Supplies, \$25.00  
French Creek Supply, Supplies, \$837.43  
Green Owl Media, Professional Fees, \$140.00  
Hartmann, Tim, Reimbursement, \$41.16  
Hawkins, Supplies, \$20.00  
Honeywell, Repairs & Maintenance, \$7,208.22  
Jenner Equipment, Repairs & Maintenance, \$45.98  
Lynn's Dakotamart, Supplies, \$23.10  
Mid Continent Testing Labs, Professional Fees, \$108.00  
Nelson's Oil & Gas, Supplies, \$618.91  
Pitney Bowes, Supplies, \$500.00  
Raber, Brain, Reimbursement, \$319.08  
Rapid Delivery, Professional Fees, \$66.15  
Rancher's Feed & Supply, Utilities, \$1,233.10  
S & B Motors, Supplies, \$119.90  
Scull Construction, Repairs & Maintenance, \$5,382.00  
Servall, Supplies, \$165.42  
Bit Finance/ State Long Distance, Utilities, \$36.96  
The Hartford, Insurance, \$68.20  
USDA Loan Payment, \$8,910.00  
Wellmark BCBS, Insurance, \$13,836.75  
Woodward, Laurie, Reimbursement, \$360.00  
Custer Clinic – PT, Utility Deposit Refund, \$56.77  
Green, Anton, Utility Deposit Refund, \$50.08  
Total Claims \$74,118.26

#### DEPARTMENT HEADS & COMMITTEE REPORTS

Various committee reports were given in addition to updates from the department heads.

#### EXECUTIVE SESSION

Councilperson Fischer moved to go into and out of executive session for personnel per SDCL 1-25-2(1-4) at 6:06 pm, with the Attorney, Public Works Director, Planning Administrator and Finance Officer present. Seconded by Councilperson Moore, the motion unanimously carried. Planning Administrator Hartmann left the executive session at 6:08 pm. Council came out of executive session at 6:19 pm, with no action taken.

#### EMPLOYEE STEP INCREASES

Councilperson Arseneault moved to approve a step increase for Gaile Walker to step 9 at \$22.15 per hour effective December 19th, 2018. Seconded by Councilperson Nielsen, the motion unanimously carried.

Councilperson Moore moved to approve a step increase for Tim Hartmann to step 2 at \$54,245.19 effective November 22<sup>nd</sup>, 2018. Seconded by Councilperson Blom, the motion unanimously carried.

ADJOURNMENT

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

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward  
Finance Officer

Corbin Herman  
Mayor



**CITY OF CUSTER CITY  
COUNCIL PROCEEDINGS- SPECIAL MEETING  
December 28th, 2018**

Mayor Corbin Herman called to order a special meeting of the Common Council at 12:04 p.m. Present at roll call were Councilpersons Whittaker, Nielsen, Fischer (by phone) and Moore. The Pledge of Allegiance was stated.

**AGENDA**

Councilperson Nielsen moved to approve the agenda. Seconded by Councilperson Whittaker, the motion carried with Councilperson Whittaker, Nielsen, Fischer and Moore voting yes.

**CONFLICTS OF INTEREST**

No conflicts of interest were stated.

**PUBLIC COMMENTS**

No public comments were received.

**EMPLOYEE STEP INCREASES**

Councilperson Moore moved to approve a step increase for John Christie to step 5 at \$17.40 per hour effective December 3rd, 2018. Seconded by Councilperson Whittaker, the motion carried with Councilperson Nielsen, Fischer, Moore and Whittaker voting yes.

**CLAIMS**

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

AFLAC, Insurance, \$542.74  
AFSCME Council 65, Dues, \$87.12  
Amazon, Supplies, \$147.98  
Battle Mountain Humane Society, Animal Control Contract, \$1,000.00  
Banner Associates, Capital Improvements, \$6,500.00  
Beesley Law Office, Professional Fees, \$1,547.50  
Black Hills Energy, Utilities, \$2752.66  
Brian Raber, Reimbursement, \$175.00  
California State Disbursement, Deductible, \$53.19  
Century Business Products, Supplies, \$207.66  
Code Works, Professional Fees, \$325.00  
Culligan Water, Repairs and Maintenance, \$18.50  
Custer Ace Hardware, Supplies, Repairs and Maintenance, \$133.50  
Custer Car Wash, Repair and Maintenance, \$11.50  
Custer County Chronicle, Publishing, \$451.02  
Custer County Register of Deeds, Supplies, \$3.00  
Custer Do It Best, Supplies, Repair and Maintenance, \$28.57  
Custer Gas, Supplies, \$50.01  
Custer Regional Medical, Safety, \$170.00  
Dakota Pump, Repairs and Maintenance, \$2,285.19  
Davenport, Dolsee, Professional Fees, \$3,000.00  
Delta Dental, Insurance, \$254.20  
Discovery Benefits, Supplies, \$1,206.92  
EFTPS, Taxes, \$13,431.59  
Fennel Design, Professional Fees, \$16,915.00  
First Interstate Bank, Supplies, \$117.65  
French Creek Supply, Repairs and Maintenance, \$328.95  
Green Owl Media, Professional Fees, \$140.00  
Golden West Telecommunications, Utilities, \$589.32  
Golden West Technologies, Supplies, Professional Fees, \$673.50  
Hawkins, Supplies, \$5,108.10  
Hespen Excavating, 2,100.92  
Home Slice Media Group, BID Board Advertising \$1,928.07  
Image All, Supplies, \$26.00

McGas Propane, Propane Contract, \$1,240.00  
Midcontinent Laboratories, Professional Fees, \$1,633.00  
Northwest Pipe Fitting, Supplies, \$17.30  
Pace, Supplies, \$573.88  
Petty Cash, Supplies, \$389.96  
Pitney Bowes, Supplies, \$97.38  
Pizza Hut, Supplies, \$48.00  
Quill, Supplies, \$429.50  
Rapid Delivery, Professional Fees, \$54.07  
Runnings, Supplies, \$40.93  
Sacrison Paving, Refund, \$25.00  
Sanders Sanitation, Garbage Collection Contracts, \$14,244.80  
SD Assoc of Rural Water, Repairs and Maintenance, \$500.00  
SD Retirement System, \$6,753.48  
Supplemental Retirement, \$500.00  
State of SD, Sales Tax, \$1,002.14  
Servall, Supplies, \$165.42  
Shanklin's, Supplies, \$867.36  
Thomson Reuters-West, Supplies, \$99.78  
Toby Brusseau, BID Board Advertising, \$9,600.00  
Top Pin Archery, Professional Fees, \$1,320.00  
Vector Design Print and Tech, Supplies, \$98.00  
Verizon Wireless, Utilities, \$414.39  
Vista Print, Supplies, \$97.98  
Wellmark BCBS, Insurance, \$958.51  
Woodward, Laurie, Reimbursement, \$54.43  
Wright Express, Supplies, \$1,397.71  
YMCA, Contributions, \$190.00  
Mayor & Council, \$4,400.00  
Finance Department, \$4,656.73  
Public Buildings, \$662.95  
Planning Department, \$6,982.19  
Public Works Department, \$3,032.96  
Street Department, \$12,061.07  
Cruisin Department, \$79.10  
Parks Department, \$3,796.32  
Water Department, \$13,047.70  
Wastewater Department, \$12,222.79  
Total Claims, \$166,065.19

**ADJOURNMENT**

With no further business, Councilperson Whittaker moved to adjourn the meeting at 12:07 p.m.  
Seconded by Councilperson Moore, the motion unanimously carried.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward  
Finance Officer

Corbin Herman  
Mayor

CITY OF CUSTER, SOUTH DAKOTA  
PROCLAMATION TO ESTABLISH 2019 AS  
CUSTER POST #46, AMERICAN LEGION, CENTENNIAL YEAR

WHEREAS, The American Legion has been a staunch advocate for veterans and their families since 1919; and

WHEREAS, The American Legion was founded on the four pillars of care for veterans, a strong national defense, Americanism, and children and youth; and

WHEREAS, The American Legion has played a leading role in initiatives and breakthroughs that have affected the lives of Americans in every community, from U.S. Flag Code to the GI Bill; and

WHEREAS, Custer Post #46 has fulfilled the Legion's Congressionally chartered mission since July 28<sup>th</sup>, 1919 through programs such as, Honor Guard, Department of Veterans Affairs Oversight and Support, Veterans Service, Veterans Relief Poppy Program, Veterans Graves Registration, Veterans Graves Decoration, National Security, Blood Drives, Flag Education, Community Service Awards, Patriotic Events, Legislative Action, Boys State, Girls State, Student Oratory Program, Youth Trooper Academy, High School Rodeo Americanism, School Awards, Veterans in the Classroom, Scouting Support, Public Relations; and

WHEREAS, Custer Post #46 and the American Legion are celebrating their centennials in 2019;

NOW, THEREFORE, I, Corbin L. Herman, Mayor of the City of Custer, South Dakota do hereby proclaim 2019 as "Custer Post #46, American Legion, Centennial Year."

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the Custer City on this 7<sup>th</sup> day of January, 2019.

ATTEST:

CITY OF CUSTER CITY

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

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

(SEAL)



ORDINANCE #817

AN ORDINANCE ENTITLED AN ORDINANCE AMENDING Title 13 Public Services, Chapter 13.08 Water Service Rates and Charges by adding sections 13.08.020 Water Conservation Credit to the Custer City Municipal Code by said Ordinance as follows, to wit:

13.08.020 Water Conservation Credit

All customers who use less than two thousand (2,000) gallons of water each month of the calendar year shall receive a water conservation credit for the following year. This would be reflected per usage and billing procedures of the city, which bills for the previous months' usage. In accordance therewith, such credit would be determined by the City in January each year and would become effective on the February billing for January's usage. The credit shall consist of the sum of \$36.00 for the calendar year.

NOW BE IT ORDAINED that all ordinances or parts thereof in conflict with this ordinance are hereby repealed. Should any section or part of this ordinance be determined to be invalid, the same shall not invalidate the remaining section(s) of this Ordinance.

Dated this 7<sup>th</sup> day of January 2019

City of Custer City

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

Attest \_\_\_\_\_

Laurie Woodward, Finance Officer

(SEAL)

First Reading: January 7, 2019

Seconding Reading: January 22, 2019

Publication: January 30, 2019

Vote:

Nielsen:

Fischer:

Moore:

Blom:

Whittaker:

Arseneault:



ORDINANCE NO. 818

An Ordinance entitled An Ordinance Amending Title 8 Health and Safety, Chapter 8.08 Fire Safety Regulations of the City of Custer City Municipal Code and amending, replacing, and superseding all prior ordinances or amendments, by which amending and superseding said Ordinance as follows, to wit:

BE IT ORDAINED by the Common Council of the City of Custer City that chapter 8.08 be amended as follows:

Chapter 8.08

FIRE SAFETY REGULATIONS

Sections:

- 8.08.010 Obstructing fire hydrant.
- 8.08.020 Driving over fire hose.
- 8.08.030 Right-of-way.
- 8.08.040 Definition of fire apparatus.
- 8.08.050 Vehicles to draw to the curb.
- ~~8.08.060 Following fire apparatus.~~
- 8.08.0670 Alarms.
- 8.08.0780 Hydrants.
- 8.08.0890 Consent necessary to work on alarms.
- 8.08.0990 Permit required for burning.
- 8.08.1040 Outdoor recreation open burning
- 8.08.1120 Open burning Fire Ban

**8.08.010 Obstructing fire hydrant.**

No person shall erect or place any obstruction, nor pile any goods or other things within fifteen (15) feet of a fire hydrant or plug. (Prior code ' 10-409)

**8.08.020 Driving over fire hose.**

No vehicle shall be driven over any fire hose nor against any fire apparatus. No member of the fire department shall run any fire truck over any hose or against any apparatus in service unless same is necessary in the performance of duty. (Prior code ' 10-410)

**8.08.030 Right-of-way.**

It shall be the duty of all persons to give any fire truck coming to or from a fire alarm the right-of-way. (Prior code ' 10-411)

**8.08.040 Definition of fire apparatus.**

"Fire apparatus," as used in this chapter, shall include fire trucks, hose carts, ladder wagons or ladder trucks and vehicles carrying members of the fire department, which vehicles must display the insignia or sound the bell or siren of the city fire department. No driver of any vehicle carrying such bell or siren shall permit such bell or siren to be sounded within the city except for responding to fire alarms. (Prior code ' 10-412)

**8.08.050 Vehicles to draw to the curb.**

Immediately upon the approach of any fire apparatus going to a fire all vehicles including bicycles, shall draw as near as possible to the curb and remain standing until such fire apparatus shall have passed. (Prior code ' 10-413)

~~8.08.060 Following fire apparatus:~~

~~It shall be a misdemeanor for the driver of any vehicle other than one on official business to follow any fire apparatus traveling in response to a fire alarm closer than five hundred (500) feet or to drive into or park such vehicle within the block where the fire apparatus has stopped in answer to a fire alarm. (Prior code ' 10-414)~~

**8.08.070 Alarms.**

It is unlawful for any person to deface, injure or tamper with any fire alarm, telegraph box, telephone box or wire, or any apparatus used or connected therewith, or in any manner to open or give any fire alarm except in case of fire. (Prior code ' 10-415)

**8.08.080 Hydrants.**

It is unlawful for any person to unscrew or remove any cap of any water hydrant, or in any way interfere with such hydrant, except in such manner as provided by an ordinance or regulations of the fire department. (Prior code ' 10-416)

**8.08.090 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)

**8.08.100 Permit required for open burning.**

~~The starting of a fire within the city limits or the permitting of a fire to burn in the presence of a person or a group of persons 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, except that a permit shall not be required for wood burning stoves, fireplaces and grills, whether private or in recreational areas. (Ord. 279, 1983; prior code ' 10-500)~~

**8.08.110 Outdoor recreational open burning**

~~-----~~ Within the Custer City limits a burn permit ~~will is not be~~ required for outdoor recreational open fires on ~~private land private land, public land or developed recreation sites~~ with established outdoor fireplaces that meet the State of South Dakota Wildland Fire Department of Agriculture Division South Dakota Department of Agriculture Division of Forestry guidelines, 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.

**8.08.120 Open burning fire ban**

~~-----~~ All ~~Open burning, including recreational, may shall~~ become prohibited any time weather conditions become unfavorable or declared unsafe by ~~any the City official Council, or the Fire Department, or the property owner.~~

All open burning will be prohibited when the National Weather Service predicts a red flag ~~warning, fire weather watch or warning, warning or forecasting the fire danger to be in the extreme category~~ ~~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 permit holder, 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 ~~permit~~ chapter.

NOW BE IT ORDAINED that all ordinances or parts thereof in conflict with this ordinance are hereby repealed. Should any section or part of this ordinance be determined to be invalid, the same shall not invalidate the remaining section(s) of this Ordinance.

Dated this 7<sup>th</sup> day of January 2019

City of Custer City

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Corbin Herman, Mayor

Attest \_\_\_\_\_

Laurie Woodward, Finance Officer

(SEAL)

First Reading: January 7, 2019

Seconding Reading: January 22, 2019

Publication: January 30, 2019

Vote:

Nielsen:

Fischer:

Moore:

Blom:

Whittaker:

Arseneault:



**RESOLUTION # 01-07-19A**

WHEREAS, the Common Council of the City of Custer City has previously adopted an Employee Manual; and

WHEREAS, updating and amending of said Employee Personnel Manual was provided for in Resolution 02-05-18B; and

WHEREAS, the Common Council of the City of Custer City has determined that said Employee Personnel Manual Policy should be modified.

IT IS NOW THEREFORE RESOLVED that the Employee Personnel Manual, consisting of 128 pages (attached hereto and incorporated herein), is amended as stated in the attached.

IT IS FURTHER RESOLVED, that said Personnel Manual may be subject to modification as requested by staff or required by circumstances and approved by Council.

Dated this 7<sup>th</sup> day of January 2019

\_\_\_\_\_  
City of Custer City  
Corbin Herman, Mayor

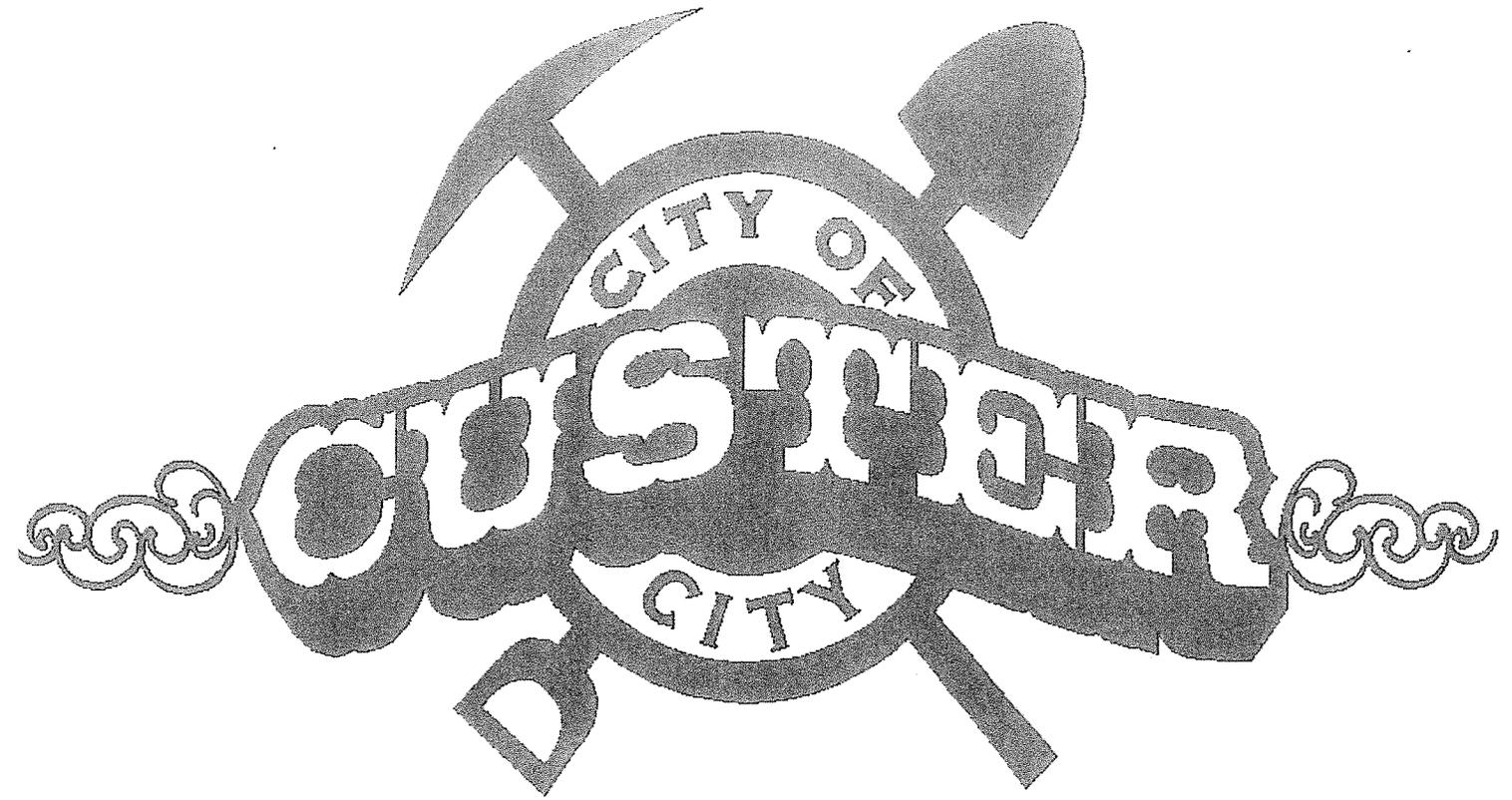
Attest:

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

(Seal)



Changes Noted



# Personnel Manual

January 7, 2019

(Previously adopted as a whole, Resolution #02-05-18B)

disclosure or its consequences. Any written response to the written request shall be made available to the employee or the former employee upon written request. For purposes of this section, the presumption of good faith is rebutted upon a showing that the former employer or agent of the former employer:

- (1) Recklessly, knowingly, or with a malicious purpose, disclosed false or deliberately misleading information; or
- (2) Disclosed information subject to a nondisclosure agreement or information that is confidential under any federal or state law.

Board authorized personnel is: finance officer.

Providing employment references, including off-the-record remarks, without authorization in violation of the above stated policy may result in disciplinary action.

#### **2.18 Executive Session - Personnel Discussion:**

It is the policy of the governing board to recess into executive session to discuss personnel issues such as employee qualifications, competence, performance, and character or fitness. However, in accordance with South Dakota's open meeting law, no official action will be taken except in an open official meeting. Such sessions are called to protect the employer/employee relationship.

#### **2.19 Technology Usage**

The City of Custer provides access to a variety of technological equipment, including, but not limited to, a computer network (which includes network resources, e-mail and the Internet), cellular phones, cameras, and video cameras. These items (collectively, "technology resources") promote communication with people and access to resources both inside and outside the City's network. Technology equipment is provided for official City business purposes only. All users must adhere to the same code of professional ethics that governs all other aspects of City communications.

1. The City's technology resources and all data stored on such resources is the exclusive property of the City. Employees who use City technology resources have no expectation of privacy for any data or materials stored on such technology resources.
2. The City's technology resources should be used for official City business only. No technology resources should be used for personal communications, personal gain or advancement of individual views. Removal of City of Custer restricted data from City property is prohibited without supervisor knowledge. Employees should always ensure that the business information that is transmitted is accurate, appropriate, ethical, and lawful.
3. End users are prohibited from downloading, installing and/or operating unauthorized streaming media programs, applications and devices, other than those needed to conduct city business. (Resolution #01-07-19A)
4. Computer games and unlicensed software may not be installed on City computers.

5. Employees may not use the City's Internet facilities to download entertainment software or games, or play games against opponents over the internet.
6. The City reserves the right to monitor and block access to all inappropriate Internet sites.
7. The City reserves the right to inspect any and all files stored in public or private areas of the City's computers and networks, cameras, and video cameras to assure compliance with this policy.
8. Any software or files downloaded via the Internet into the City network or any City computer becomes the property of the City.
9. The use of technology resources for harassment or other inappropriate behavior regarding race, color, creed, religion, sex, ancestry, national origin, age, or disability is prohibited.
10. Sexually explicit material may not be accessed, displayed, archived, stored, distributed, edited or recorded using City technology resources.
11. Use of any City computer or network resource for illegal activity is not permitted and the City will cooperate with any legitimate law enforcement investigation.
12. No employee may knowingly use City technology resources to download or distribute pirated software or data.
13. No employee may knowingly distribute viruses or bypass any virus or malware detection system in place.
14. Employees may download software directly related to conducting City business after obtaining Computer Services approval. Employees must arrange to have such software properly licensed and registered. Downloaded software must be used only under the terms of its license.
15. Employees with Internet access may not upload any software licensed to the City or data owned or licensed by the City without explicit authorization from Computer Services.
16. Employees will not allow the use of technology resources to interfere with the safe operation of vehicles or other equipment.
17. Use of instant messaging services is permitted only with Computer Services approval. Use of text messaging or SMS is prohibited on City cell phones. (Resolution #01-07-19A)

The City of Custer reserves the right to change, modify, or discontinue any portion of this policy at any time.

With the efficiencies and productivity that technology provides also comes the responsibility to use these resources in the responsible manner in which they were intended. Employees may also be held personally liable for any violation of this policy. (Resolution #6-06-16B, Resolution #11-15-10A)

## 2.20 Telephone Policy

While personal phone calls are not prohibited, their frequency, duration, and volume should not interfere with on-going work nor distract fellow employees. Excessive personal calls during the work day, regardless of the phone used, can interfere with employee productivity and be distracting to others. Employees are therefore asked to make any other personal calls on non-

work time where possible and to ensure that friends and family members are aware of the company's policy. Flexibility will be provided in circumstances demanding immediate attention.

Employees are not permitted to make personal long-distance telephone calls using the company's telephones, except in emergencies.

#### 1. Personal Cellular Phones

While at work employees are expected to exercise the same discretion in using personal cellular phones as is expected for the use of company phones. The company will not be liable for the loss of personal cellular phones brought into the workplace.

#### 2. Personal Use of Company-Provided Cellular Phones

According to the IRS, any personal phone calls made on City paid cell phone are classified as personal income. Therefore, the Finance Office ~~will~~ may provide a copy of your cell phone bill and it will be the employee's responsibility to highlight personal calls and/or text messages on the monthly bill, return the copy to the Finance Office, and reimburse the City for the cost of personal calls and/or text messages on a pro rata share of the monthly charge. (Resolution #01-07-19A)

#### 3. Safety Issues for Cellular Phone Use

Employees are expected to refrain from using their phone while driving. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is unavoidable and pulling over is not an option, employees are expected to keep the call short, use hands-free options if available, and keep their eyes on the road. Special care should be taken in situations where there is traffic, inclement weather or the employee is driving in an unfamiliar area. Employees who are convicted with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

#### 4. Camera Equipment

All camera equipped mobile devices must be turned off and/or put away in areas where employees have an expectation of privacy, ~~such as restrooms, except in the case of emergencies. All picture taking and videotaping is prohibited unless approved by city attorney.~~ Only appropriate picture taking and videotaping that is necessary for city business is allowed. (Resolution #01-07-19A)

Violations of this policy may lead to disciplinary action. (Resolution #6-06-16B, Resolution #12-20-10B, Resolution #1-22-08B)

### 2.21 Workplace Violence

It is the City of Custer City's policy to promote a safe environment for its employees. The City is committed to working with its employees to maintain a work environment free from

## POLICY #5: HOURS OF WORK

### 5.1 General Policy:

It is the city council's intent to create a standard work week within which an employee is expected to perform municipal services. The board also realizes that emergency and extenuating circumstances may arise in which an employee is required to work variable hours. Nothing within this policy is meant as a guarantee to the number of hours, either daily or weekly, that an employee may be required to work. However, it is the boards policy that every employee be treated equally and fairly when expected to work odd or extended hours.

### 5.2 Standard Work Week:

The standard 40 hour work week, unless otherwise stated, for the purpose of calculating pay and overtime shall begin at 12:01 a.m. Monday and end on 12:00 p.m. Sunday.

### 5.3 Standard Work Day:

The standard eight hour work day for municipal office employees, will be Monday through Friday, and unless otherwise stated will begin at 8:00 a.m. Monday and end at 5:00 p.m. Friday, including a one hour break for noon lunch and a 15 minute break period in both the morning and afternoon. Public Work Department employees will work a standard eight-hour work day of 7:00 a.m. to 3:30 p.m., including a half hour break for noon lunch and a 15-minute break period in both the morning and afternoon, unless otherwise stated. Emergency situations that require an employee to work through lunch will have to be approved by a supervisor. (Resolution #02-05-18B)

The Public Works Department employees will alternate work schedules in order to provide coverage on weekends. The Public Works Director and Public Works Supervisor will not have an alternating work schedule that will require them to work weekends, however they will be available if needed for weekends. Break periods may not be accumulated for time off and are not guaranteed. Breaks are not mandatory under state or federal law; they are a privilege and not a right.

Emergencies may require that employees work more than eight hours in a day but shall be compensated with equal time off within the same work week (flex time) or through the accumulation of overtime or comp time in accordance with 5.6 and 5.8 of this personnel manual. (Resolution #6-06-16B, Resolution #6-16-14A)

### 5.4 On Call Status

To clarify the understanding of being "on call" during the off hours means simply that you shall be available in a reasonable amount of time to respond to any emergency. The City expects the "on call" duty person to be physically able and mentally alert to respond to any call. The time period that an individual shall be "on call" shall be from four (3:30~~4:00~~) p.m. until seven (7:00) a.m. the following day. (Resolution #01-07-19A)

Any or all public works employees may be designated as "on call" by the public works director, supervisor in the absence of the department head, when the possibility of snow removal exists as dictated by weather forecasts.

The "on call" employee shall conduct him/herself in a manner as though he/she were on regular duty. The "on call" employee shall be responsible for advising the Public Works Director or supervisor if an emergency situation arises which necessitates his/her replacement during the "on call" status. His/her notification shall include the amount of time he/she will need to be replaced. In the event the Public Works Director and/or the supervisor is unavailable or unable to be contacted, it is the "on call" employees duty to notify the mayor, or in the mayors absence, the president of the council, of the emergency situation and need for replacement. (Resolution #6-16-14A)

#### **5.5 Call Back Pay:**

When an employee is called in to work outside of their regular scheduled work shift after having left the premises shall be paid for a minimum of two (2) hours of work time to be applied to his/her total hours worked for the work week and will count towards hours worked when computing overtime. The two (2) hour minimum shall not apply, however, to employees who are called in to begin work prior to the start of their shift and work continuously into their shift, or to employees who work their entire shift and are held over after the completion of the shift or work additional time, provided the City permits in both cases the employee to work his/her regular scheduled shift for that day. (Resolution #02-05-18B, Resolution #6-06-16B)

#### **5.5.1 Shift Differential**

Hourly public works department employees shall be paid a shift differential of \$0.50 per hour in addition to their regular base hourly rate of pay for hours worked from 8 p.m. – 4 a.m.. (Resolution #6-06-16B)

#### **5.6 Flex time:**

The city reserves the right to authorize the department head, or supervisor in the absence of the department head, to approve flexible work hours within the 40 hour work week in situations where it is appropriate or necessary. Employees must still adhere to the standard 40 hour work week unless flex time or overtime has been approved by their department head or supervisor in the absence of the department head.

#### **5.7 Overtime:**

Eligible employees may be required to work overtime when determined necessary by their department head or supervisor in the absence of the department head. Overtime is defined as time that is worked in excess of forty (40) hours within the standard work week. Use of all leaves of absences, as defined in policy #7 do not qualify as hours worked when calculating overtime, except holiday (7.12), vacation (7.2) and call back pay (5.5) hours will count as hours worked. (see 7.12). However, for vacation and comp time hours to be counted as hours worked when computing overtime, the leave slip requesting such leave has to have been approved and signed by supervisor prior to such leave. (Resolution #01-07-19A, Resolution #02-05-18B)

The employee shall have the option of selecting compensatory time off or overtime pay and the immediate supervisor shall be advised of that decision prior to the performance of any such work.

All overtime must be authorized by the employee's immediate department head or supervisor in the absence of the department head, prior to the working of such hours except in emergency situations. Overtime is to be authorized only if the work cannot be otherwise done during normal work hours. Insofar as possible, the opportunity to work overtime shall be distributed as equally as practicable by the city among the employees in each department. Accrual of overtime without prior authorization may result in disciplinary action.

Overtime compensation for all overtime eligible employees shall be at the rate of time and one-half of the employee's regular hourly rate.

However, if an employee is required to work on a holiday the city will follow the holiday policy as found in 7.12.1.

Certain exempt employees, such as salaried, executive, administrative and professional employees, shall not be compensated for work performed beyond the standard work day or work week, nor shall they be allowed to accrue or use compensatory time. Such employees may be allowed occasional time off to attend to personal affairs at the discretion of the immediate supervisor. If such time off is to exceed three days, the Mayor's approval is required. (Resolution #12-15-14C)

#### 5.8 Comp time:

Authorized comp time shall be administered within the same guidelines as overtime and be accrued at time and one-half. The maximum amount of comp time balance for an employee shall not exceed 40 hours which may not be carried over from year to year. The balance of comp time remaining at the end of the calendar year shall be compensated monetarily. The city, within reason, may restrict the amount of comp time to be taken at one time during a time of the year when the employee is needed at work.

Upon separation from municipal service, the employee will be paid for any unused comp time at their final rate of pay. (Resolution #12-15-14C)

#### 5.9 Attendance:

All municipal employees are expected to be at work on time and during their regularly scheduled hours. Employees who are unable to report for work on time are required to notify their immediate department head or supervisor in the absence of the department head, prior to their being absent, unless an emergency exists. If an emergency situation exists, the employee is expected to notify the proper authority as soon as reasonably possible.

Except in cases of an emergency, if an employee is absent more than three (3) consecutive days without proper notification, the employee will be considered to have voluntarily resigned their position and will be discharged from municipal service by the recommendation of the department head, or supervisor in the absence of the department head, to the City Council.



**RESOLUTION NO. 01-07-19B**

WHEREAS, the Common Council of the City of Custer City has previously adopted a Safety Manual; and

WHEREAS, updating and amending of said Safety Manual was provided for in Resolution #07-16-12B; and

WHEREAS, the Common Council of the City of Custer City has determined that said Safety Manual should be reviewed, modified and adopted.

IT IS NOW THEREFORE RESOLVED, that the City of Custer City Safety Manual consisting of 74 pages, (attached hereto and incorporated herein) is hereby adopted;

IT IS FURTHER RESOLVED, that said Safety Manual shall be subject to modification as requested by staff or required by circumstances; and shall be reviewed annually and may be modified with Council approval.

Dated this 7<sup>th</sup> day of January 2019.

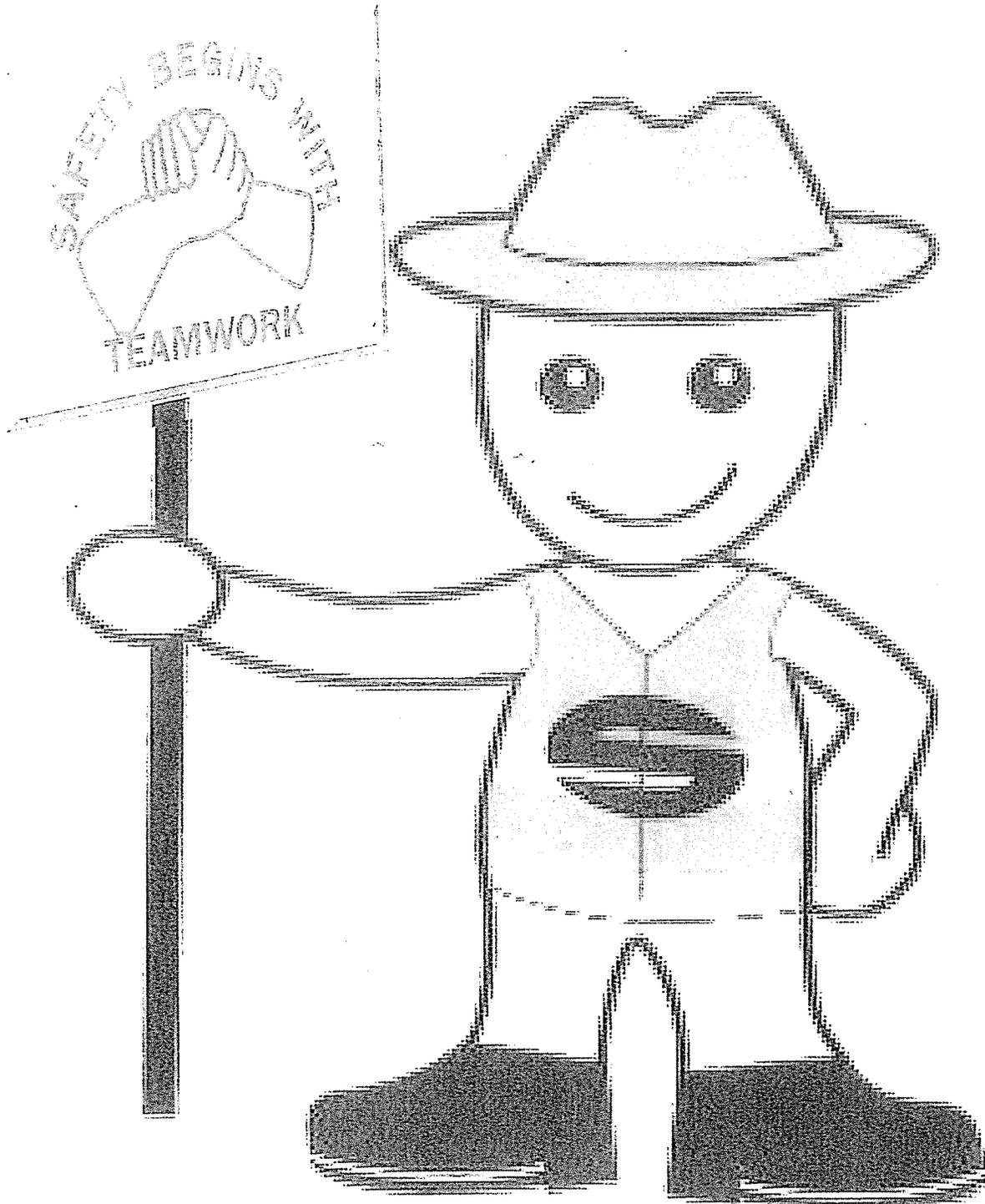
CITY OF CUSTER CITY

ATTEST:

Corbin Herman, Mayor

Laurie Woodward  
Finance Officer  
(SEAL)







Resolution #01-07-19C

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 2019) 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 2019 Employee Wage Scale is adopted and supersedes all previous Employee Wage Scales.

Dated this 7<sup>th</sup> day of January 2019.

CITY OF CUSTER CITY

ATTEST:

Corbin Herman, Mayor

Laurie Woodward  
Finance Officer

(SEAL)

WAGE SCALE - 20 YEAR SCALE - EFFECTIVE 1/1/2019										
	STEP 1:	STEP 2:	STEP 3:	STEP 4:	STEP 5:	STEP 6:	STEP 7:	STEP 8:	STEP 9:	STEP 10:
	OFF PROBATION 6 MONTHS	AFTER 52 WEEKS	AFTER 52 WEEKS	AFTER 52 WEEKS	AFTER 104 WEEKS	AFTER 104 WEEKS	AFTER 104 WEEKS	AFTER 156 WEEKS	AFTER 156 WEEKS	AFTER 156 WEEKS
POSITION:	STARTING:									
PUBLIC WORK SUPERVISOR	\$22.96	\$24.16	\$24.89	\$25.63	\$26.40	\$27.46	\$28.56	\$29.70	\$30.89	\$32.12
PUBLIC WORKS WORKING FOREMAN	\$18.10	\$19.16	\$19.73	\$20.32	\$20.93	\$21.77	\$22.64	\$23.54	\$24.49	\$25.47
WATER DEPARTMENT OPERATOR	\$15.31	\$16.28	\$16.77	\$17.27	\$17.79	\$18.50	\$19.24	\$20.01	\$20.81	\$21.64
WATER MAINTENANCE WORKER	\$15.31	\$16.28	\$16.77	\$17.27	\$17.79	\$18.50	\$19.24	\$20.01	\$20.81	\$21.64
WATER FINANCE OFFICER	\$16.41	\$17.42	\$17.94	\$18.48	\$19.03	\$19.79	\$20.58	\$21.41	\$22.26	\$23.15
WATER RECEIVABLE CLERK	\$15.82	\$16.32	\$16.81	\$17.31	\$17.83	\$18.37	\$18.97	\$19.66	\$20.49	\$22.35
WATER PLANNING TECHNICIAN	\$15.31	\$16.28	\$16.77	\$17.27	\$17.79	\$18.50	\$19.24	\$20.01	\$20.81	\$21.64
WATER LABORER - SEASONAL	\$12.18	\$13.07	\$13.46	\$13.86	\$14.28	\$14.85	\$15.44	\$16.06	\$16.70	\$17.37
WATER TIME RECEPTIONIST	\$11.99	\$12.49	\$12.86	\$13.25	\$14.06	\$14.62	\$15.20	\$15.81	\$16.44	\$17.10
WATER AND/OR WASTEWATER OPERATOR										
MUST MEET CERTIFICATION CLASS OF CUSTER FACILITIES TO QUALIFY ON PAY SCHEDULE FY2018 SCHEDULE IS WATER TREATMENT CLASS 1, WATER DISTRIBUTION CLASS 2,										
WASTEWATER COLLECTION CLASS 2, AND/OR WASTEWATER TREATMENT CLASS 2										
POSITION:	STEP 1:	STEP 2:	STEP 3:	STEP 4:	STEP 5:	STEP 6:	STEP 7:	STEP 8:	STEP 9:	STEP 10:
	OFF PROBATION	AFTER 52	AFTER 52	AFTER 52	AFTER 104	AFTER 104	AFTER 104	AFTER 156	AFTER 156	AFTER 156
	6 MONTHS	WEEKS	WEEKS	WEEKS	WEEKS	WEEKS	WEEKS	WEEKS	WEEKS	WEEKS
Public Works Director	\$57,251.76	\$60,114.34	\$61,917.78	\$63,775.31	\$65,688.57	\$67,659.22	\$70,365.59	\$73,180.22	\$76,107.43	\$79,151.72
Finance Officer	\$53,436.85	\$56,108.70	\$57,791.96	\$59,525.72	\$61,311.49	\$63,150.83	\$65,676.86	\$68,303.94	\$71,036.10	\$73,877.54
Planning Administrator	\$51,662.08	\$54,245.18	\$55,872.54	\$57,548.72	\$59,275.18	\$61,053.43	\$63,495.57	\$66,035.39	\$68,676.81	\$71,423.88
Mayor	\$1,442.00	Per Month								
Councilmembers	\$515.00	Per Month								

Certifications = \$1.00 per

RESOLUTON # 01-07-19D

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 7<sup>th</sup> day of January, 2019.

City of Custer City

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Corbin Herman, Mayor

ATTEST:

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Laurie Woodward, Finance Officer



**RESOLUTION 01-07-19E**

**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 7<sup>th</sup> day of January, 2019.

**CITY OF CUSTER**

ATTEST:

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

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

(SEAL)





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

### Staff Report

Request: Minor Plat, Ozum Tract of Block 125  
Applicant: Ozum, LLC  
Location: Intersection of 3<sup>rd</sup> Street and Washington Street, S/W  $\frac{1}{4}$  of Block 125  
Legal Desc.: A Plat of Ozum Tract of Block 125 - See Plat for full legal  
Fee Paid: \$125.00  
Date Prepared: December 28, 2018  
City Council Meeting: January 7, 2019  
Prepared by Tim Hartmann, Planning Administrator

#### **GENERAL**

This plat is for a non-subdivision intended to incorporate adjacent street vacations into the total lot area of the existing south 75' of Lot 1, and all of Lots 2 & 3 of Block 125. This incorporation will allow the vacations to be used in setbacks and open the building envelope for proposed development.

This property is within Custer City and is zoned Highway Commercial. The parcel on the proposed Ozum Tract is in the process of connecting the existing structure to municipal services.

Access to the S/W quarter of Block 125 includes a direct store frontage to Washington St to the south, access to the adjacent Third Street to the West, and access to the adjacent EW alley to the North.

#### **VACATION RESOLUTIONS**

Resolution #06-04-2018A and on file with the Custer County Register of Deeds vacated the North 9' of Washington Street contiguous to lots 1,2,3 and the west 15' of the previously vacated North/South. A resolution dated May 16<sup>th</sup>, 1983 vacated the North/South alley contiguous to Lots 3 & 4. These resolutions have been noted on the plat.

#### **ROUTING SHEET RESPONSES**

SDDOT – No comments.

#### **COMPREHENSIVE PLAN**

The land use section of the Comprehensive Plan identifies this area as Suburban Commercial.

#### **REGULATORY FLOODPLAIN**

A portion of the proposed Ozum Tract is within the special flood hazard area. The presence of the flood hazard has been noted on the plat. All work and/or development within the floodplain will be governed by Custer Municipal Code Chapter 15.16, Flood Damage Prevention and FEMA standards.

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

The PC reviewed the minor plat at their December 11<sup>th</sup>, 2018 meeting. After the review Commissioner Uhrich moved with a second by Commissioner Maciejewski to recommend approval of the plat. Uhrich's motion unanimously carried.

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

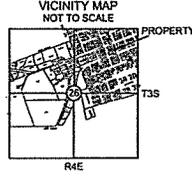
This plat is presented as a non-subdivision plat intended to incorporate adjacent street vacations within the existing lots. Staff supports Council approval of the minor plat.

A PLAT OF  
**OZUM TRACT OF BLOCK 125, CUSTER CITY, CUSTER COUNTY, SOUTH DAKOTA**  
 (FORMERLY THE S 75' OF LOT 1, ALL OF LOTS 2 AND 3 AND THE WEST 1/2 OF  
 VACATED N/S ALLEY LYING BETWEEN LOTS 3 AND 4, AND THE VACATED N 9' OF  
 WASHINGTON STREET CONTIGUOUS TO LOTS 1, 2, 3, AND THE W 1/2 OF VACATED  
 N/S ALLEY LYING BETWEEN LOTS 3 AND 4)

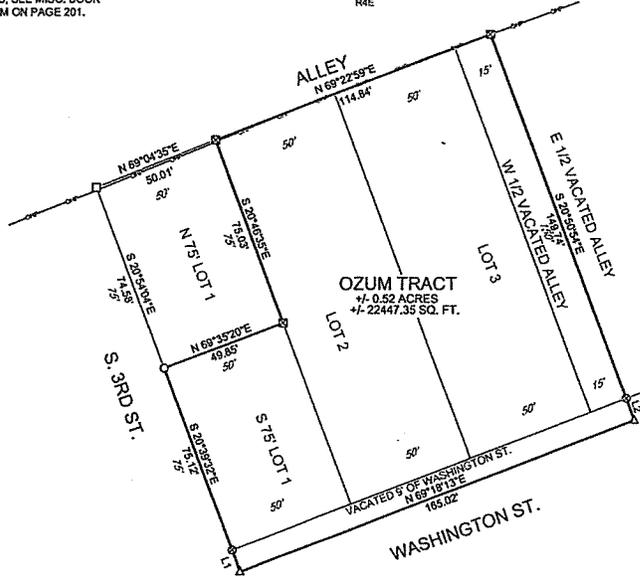
NOTE: See Book 10 of  
 Plats on Page 360 for a  
 Map of Custer City.

NOTE: FOR THE  
 RESOLUTION VACATING  
 A PORTION OF  
 WASHINGTON AVE. SEE  
 MISC. BOOK 46M ON  
 PAGE 769.

NOTE: FOR THE  
 RESOLUTION VACATING  
 THE ALLEY BETWEEN  
 LOTS 3 AND 4, BLOCK  
 125. SEE MISC. BOOK  
 31M ON PAGE 201.



DATE SURVEYED  
 12 April 2018



**LEGEND**

- △ Set rebar w/aluminum cap marked "ANDERSEN ENG. PLS 5906"
- ⊠ Found rebar w/aluminum cap marked "ANDERSEN PLS 2842"
- ⊙ Found rebar w/aluminum cap marked "BRYANT LS 2196"
- Found rebar w/aluminum cap marked "ANDERSEN ENG. PLS 5905"
- Found rebar w/aluminum cap
- SLANT LETTERING DENOTES RECORD CALLS*
- Overhead powerline

**BASIS OF BEARING - GPS OBSERVATION**  
 taken on the SW corner of Ozum Tract.  
 OPUS STATIC SOLUTION NAD83(2011)  
 LAT: 43°45'52.02887"  
 LONG: -103°36'09.50318"

Course	Bearing	Distance
L1	S 20°41'47" E	9.00'
L1	S 20°41'47" E	9.00'
L2	S 20°41'47" E	9.00'
L2	S 20°41'47" E	9.00'

An area of special flood hazard exists within this subdivision according to Flood Hazard Insurance Rate Panel No. 46033C0113F, effective date: Jan. 8, 2012. The placement of fill, any new construction, substantial improvements, or another development within the 100-year flood plain as designated by the County's Flood Insurance Rate Maps and Flood Boundary and Floodway Maps, shall be in conformity with Custer City's Flood Ordinance.

**WATER PROTECTION STATEMENT**

Pursuant to SDCL 11-3-8.1 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 groundwater, located 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.

**CERTIFICATE OF SURVEYOR**

I, John D. McBride Registered Land Surveyor No. 5906 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.  
 IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
 Dated this \_\_\_ day of \_\_\_, 2018.

John D. McBride SDRLS No. 5906

**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 the proposed subdivision road(s) with the existing public road(s) is hereby approved.

Date: \_\_\_\_\_  
 Highway Authority \_\_\_\_\_

**CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION**

I, Director of Equalization of Custer County, do hereby certify that my office has been furnished with a true copy of the within plat.  
 Dated this \_\_\_ day of \_\_\_, 2018.

Director of Equalization of Custer County

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
 OZUM, LLC., does hereby certify that it is the owners of the within described lands and that the within plat was made at its direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.  
 Dated this \_\_\_ day of \_\_\_, 2018.

Julie Oswald (President)

**ACKNOWLEDGMENT OF OWNERSHIP**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
 On this the \_\_\_ day of \_\_\_, 20\_\_\_, before me, the undersigned officer, personally appeared Julie Oswald, who acknowledged herself to be the President of OZUM, LLC., a corporation, and that she, as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as President.

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

Notary Public

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

Mayor

**CERTIFICATE OF CITY FINANCE OFFICER**

I, Finance Officer of the City of Custer, South Dakota, do hereby certify that the foregoing instrument is a true and correct copy of the resolution adopted by the City Council of Custer, South Dakota at a meeting held on the \_\_\_ day of \_\_\_, 2018.

Custer City Finance Officer

**CERTIFICATE OF COUNTY TREASURER**

I, Custer County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.  
 Dated this \_\_\_ day of \_\_\_, 2018.

Custer County Treasurer

**OFFICE OF THE REGISTER OF DEEDS**

Filed for record this \_\_\_ day of \_\_\_, 2018, at \_\_\_ o'clock \_\_\_ M., and recorded in Book \_\_\_ of Plats on page \_\_\_.

Custer County Register of Deeds

Prepared by  
**ANDERSEN ENGINEERS**  
*Land Surveyors, Professional Engineering, & Environmental Consultants*

Drawn by DR	Date 12/7/2018	P.O. Box 448 Edgemoor, SD 57735
Approved by McB	Date 12/7/2018	(605)-662-5500 andersenengineers@gwtc.net
Scale 1"=30'	Sheet 1 of 1	File Name: B125_CUSTER_PLAT



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: Minor Plat, Plat of Schneller Tract Revised and Omodt Tract  
Applicant: John Schneller  
Legal Desc.: A Plat of Schneller Tract Revised and Omodt Tract - See Plat for full legal  
Fee Paid: \$125.00  
Date Prepared: December 28, 2018  
City Council Meeting: January 7, 2019  
Prepared by Tim Hartmann, Planning Administrator

#### **GENERAL**

This plat is for a lot line adjustment that is not within the City of Custer but is subject to review by the City under the City's extraterritorial jurisdiction. The proposed plat will shift a lot line creating the proposed Omodt Tract (3.56 acres) and Schneller Tract Revised (24.87 acres). Both parcels currently have dwellings on them and are connected to private water and septic systems.

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

#### **COMPREHENSIVE PLAN**

The plat is within the area projected as Suburban Residential on the Comprehensive Plan. The Comprehensive Plan recommends a density of 0.33 to 5 dwelling units per acre for Suburban Residential.

#### **ROUTING SHEET RESPONSES**

CC ROD – No additional concerns.  
SDDOT – No comments.

#### **ACCESS**

All access to the proposed parcels is planned to remain as currently established. Access to each parcel is as follows.

Proposed Schneller Tract Revised  
Park Avenue to Rose Place, Rose Place to Moss Rock Lane, Moss Rock Lane to Tooth Acres Trail, Tooth Acres Trail to proposed Schneller Tract

Proposed Omodt Tract  
S 10<sup>th</sup> Street to Needles Drive, Needles Drive to proposed Omodt Tract.

#### **RECENT PLAT REVIEW IN THE AREA**

City Staff, Planning Commission, and Council recently reviewed a lot line adjustment plat in this area and involving the proposed Schneller Tract Revised. Such plat shifted nearby lot lines involving the neighboring Brouillard Tract, Tract 1 Revised, Tract 2 Revised, and Schneller Tract. City Council approved such plat at their June 18<sup>th</sup>, 2018 meeting.

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

The PC reviewed the minor plat at their December 11<sup>th</sup>, 2018 meeting. After the review Commissioner Maciejewski moved with a second by Commissioner Urich to recommend approval of the plat. Maciejewski's motion unanimously carried.

#### **STAFF RECOMMENDATIONS**

The proposed plat is presented as a non-subdivision. Access and water and sanitary facilities are planned to remain as currently established with the existing parcels. Staff supports Council approval of the minor plat.

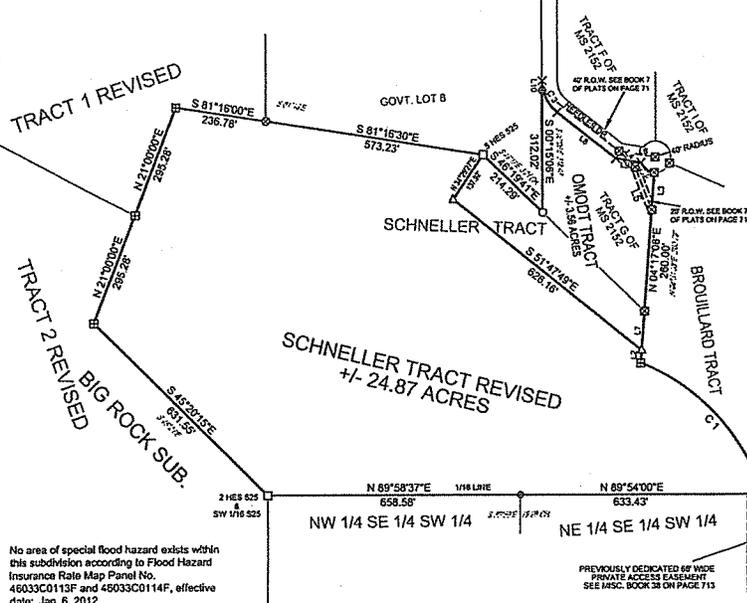
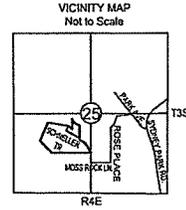
# A PLAT OF SCHNELLER TRACT REVISED, AND OMODT TRACT (FORMERLY TRACT G OF M.S. NO. 2152 AND SCHNELLER TRACT) LOCATED IN THE N 1/2 SW 1/4 OF SECTION 25, T3S, R4E, BHM, CUSTER COUNTY, SOUTH DAKOTA

(B) Key 1/4"

NOTE: SEE BOOK 7 OF PLATS ON PAGE 71 FOR A PLAT OF TRACT G OF M.S. NO. 2152.  
NOTE: SEE BOOK 12 OF PLATS ON PAGE 717 FOR A PLAT OF SCHNELLER TRACT.  
NOTE: OMODT TRACT CONTAINS +/- 1.50 ACRES OF SCHNELLER TRACT

NOTE: 10 FEET EACH SIDE OF REAR AND SIDE LOT LINES ARE RESERVED FOR UTILITY EASEMENTS. IF THE LINE ABUTS LANDS NOT SUBDIVIDED UNDER THE PROVISIONS OF CUSTER COUNTY SUBDIVISION ORDINANCE #2, THE ENTIRE 20' WIDE EASEMENT WILL BE TAKEN FROM THE LOT.

**WATER PROTECTION STATEMENT**  
Pursuant to SDCL 11-3-8.1 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 groundwater, located 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.



**LEGEND**

- ▣ Found rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
- △ Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
- Found iron pipe
- ⊙ Found rebar
- ⊗ Found rebar w/aluminum cap marked "BUCKHORN PLS 4896"
- ◆ Found rebar w/aluminum cap marked "BRYANT PLS 2196"
- Found stone monument
- Found iron rod
- × angle point not monumented
- Slant lettering denotes record calls

**BASIS OF BEARING - GPS OBSERVATION**  
taken N 40°52'24"E 2096.032' from corner 1 of H.E.S. 525.  
OPUS STATIC SOLUTION NAD83(2011)  
LAT: 43°45'39.08470"  
LONG: -103°34'58.49773"

200 0 200 400 800  
GRAPHIC SCALE - FBET

No area of special flood hazard exists within this subdivision according to Flood Hazard Insurance Rate Map Panel No. 46033C0113F and 46033C0114F, effective date: Jan. 6, 2012.

Course	Bearing	Distance
L1	N 87°56'18" E	29.52'
L2	N 64°17'06" E	32.26'
L3	N 04°15'08" E	93.54'
L4	N 64°17'06" E	21.52'
L5	S 47°21'18" E	59.04'
L6	S 87°21'18" E	59.04'
L7	S 57°29'44" E	117.81'
L8	S 77°11'18" E	176.81'
L9	S 07°15'06" E	146.51'
L10	S 87°21'18" E	39.32'
L11	N 84°29'30" E	99.73'
L12	S 57°29'44" E	194.31'
L13	S 87°41'04" E	67.14'
L14	S 87°21'18" E	24.85'
L15	N 00°15'06" W	24.85'
L16	N 87°21'18" E	24.85'

**CERTIFICATE OF SURVEYOR**  
I, John D. McBride Registered Land Surveyor No. 5906 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.  
IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
Dated this \_\_\_ day of \_\_\_, 2018.

John D. McBride SDRLS No. 5906

Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	523.25'	256.22'	478.80'	62°27'18"	103°29'00"	463.57'	S 87°21'18" E
C2	40.00'	20.00'	40.00'	90°00'00"	180°00'00"	0.00'	S 87°21'18" E
C3	48.87'	24.43'	48.87'	90°00'00"	180°00'00"	0.00'	S 87°21'18" E
C4	162.28'	81.14'	162.28'	90°00'00"	180°00'00"	0.00'	S 87°21'18" E

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
We, John L. Schneller and Gayle E. Kocor, do hereby certify that we are the owners of the within described lands and that the within plat was made at our direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.  
Dated this \_\_\_ day of \_\_\_, 2018.

John L. Schneller  
Gayle E. Kocor

**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 the proposed subdivision road(s) with the existing public road(s) is hereby approved.  
Date: \_\_\_\_\_  
Highway Authority \_\_\_\_\_

**ACKNOWLEDGMENT OF OWNERSHIP**  
STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
On this \_\_\_ day of \_\_\_, 2018, before me, a Notary Public, personally appeared John L. Schneller and Gayle E. Kocor, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public  
My commission expires \_\_\_\_\_

**CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION**  
I, Director of Equalization of Custer County, do hereby certify that my office has been furnished with a true copy of the within plat.  
Dated this \_\_\_ day of \_\_\_, 2018.

Director of Equalization of Custer County

**CERTIFICATE OF COUNTY TREASURER**  
I, Custer County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.  
Dated this \_\_\_ day of \_\_\_, 2018.

Custer County Treasurer

**RESOLUTION OF THE CITY COUNCIL**  
Whereas there has been presented to the City Council of Custer, South Dakota, the within plat of the above described lands, and it appearing to the Council that said plat conforms to the existing plats of said City, that the streets set forth therein conform to the system of streets of the municipality, that all provisions of the subdivision regulations have been complied with, that all taxes and special assessments upon the tract have been fully paid, and that said plat and the survey thereof have been executed according to law, now therefore, BE IT RESOLVED, that said plat is hereby approved in all respects.  
Dated at Custer, South Dakota this \_\_\_ day of \_\_\_, 2018.

Mayor  
CITY FINANCE OFFICER

**CERTIFICATE OF CITY FINANCE OFFICER**  
I, Finance Officer of the City of Custer, South Dakota, do hereby certify that the foregoing instrument is a true and correct copy of the resolution adopted by the City Council of Custer, South Dakota at a meeting held on the \_\_\_ day of \_\_\_, 2018.

Custer City Finance Officer

**ACKNOWLEDGMENT OF OWNERSHIP**  
STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
On this \_\_\_ day of \_\_\_, 2018, before me, a Notary Public, personally appeared Joseph Omodt and Wanda Omodt, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.  
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public  
My commission expires \_\_\_\_\_

**OFFICE OF THE REGISTER OF DEEDS**  
Filed for record this \_\_\_ day of \_\_\_, 2018, at \_\_\_ o'clock \_\_\_ M, and recorded in Book \_\_\_ of Plats on page \_\_\_\_\_.  
Custer County Register of Deeds

Prepared by  
**ANDERSEN ENGINEERS**  
Land Surveying, Professional Engineering, & Environmental Consultants

Drawn by DR	Date 11/14/2018	P.O. Box 446 Eggemont, SD 57735
Approved by McB	Date 11/14/2018	(605) 602-5500 andersenengineers@gwinc.net
Scale 1"=200'	Sheet 1 of 2	File Name: HES_525_2018_OMODT

COMBINED ELECTION AGREEMENT  
CUSTER SCHOOL DISTRICT NO. 16-1 AND CUSTER CITY

This agreement is entered into between Custer School District 16-1, hereinafter referred to as the "School", and the City of Custer City, hereinafter referred to as the "City", both governmental subdivisions of the State of South Dakota, for the purpose of conducting a combined election as provided under the provisions of SDCL 9-13-1.1 and 13-7-10.1.

**EFFECTIVE DATE:** This agreement shall become effective on the date that both parties have signed the agreement unless otherwise provided by law.

**PURPOSE:** It is the purpose of this agreement for the parties to conduct their individually required elections in one combined election. The combined election will be held on June 5, 2019. Elections are being combined in an effort to save tax dollars on the cost of individually conducted elections and to encourage a better voter turnout.

**COST SHARING:** The parties to this agreement shall share the costs of the combined election as set forth herein.

- Each Governmental entity will publish and pay for its own required notices.
- Salaries and expenses of the city election board will be shared equally by both parties. Rural school district salaries shall be borne by the School.
- Polling place for joint election, for Sentinel Hill Precincts 5A and 5B, Custer City Precincts 6, 7, and 8; Bear Rock Precincts 9A and 9B; Elk Mountain Precinct 10; Pringle Precinct 4; and Pennington County Precinct HC1 shall be at Custer County Annex, 447 Crook Street, Custer, South Dakota. Any rent or other such costs will be shared equally by both parties.
- The cost of all jointly used materials will be shared equally. Each entity will pay the cost of its individually used materials and supplies.
- If either of the parties to this agreement is not required to have an election, only those costs of the joint action, if any, to the point of withdrawal will be shared. The remainder of the election costs will be borne by the remaining entity conducting the election.
- The School will pay all shared costs associated with the election with the exception of the election board within the City, and the City agrees to reimburse the School for its share of the costs as determined in this agreement. The City will pay the election board within the City, and the School agrees to reimburse the City for its share of those costs.

**ABSENTEE BALLOTS:** Absentee ballots shall be available at the offices of each of the entities for that entity's election only. Each party shall handle its own absentee ballots.

**CANVASSING OF THE VOTE:** There shall be kept separate poll books and recapitulation sheets for each entity. The School and City shall be responsible for collecting their own ballots, poll books, and any other miscellaneous supplies from the election site as soon as possible following the election. Each entity shall perform the Official Canvass of their respective election returns.

The School Business Manager and the City Finance Officer shall cooperate in any manner that will accomplish the purpose and intent of this agreement in order to facilitate this election in the most efficient and economical manner.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019 in Custer, South Dakota.

(SEAL)

\_\_\_\_\_  
Laurie Woodward, Finance Officer  
Custer City

Dated this \_\_\_\_ day of \_\_\_\_\_, 2019 in Custer, South Dakota.

(SEAL)

\_\_\_\_\_  
Lisa J. Fluck, Business Manager  
Custer School District 16-1



2019  
CUSTER CITY LEASE  
AGREEMENT WITH  
CUSTER AREA CHAMBER OF COMMERCE

This Lease Agreement (this "Lease") is made effective as of January 1<sup>st</sup>, 2019 by and between the City of Custer, ("Landlord"), and Custer Area Chamber of Commerce, ("Tenant"). The parties agree as follows:

**PREMISES.** Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the Trailhead and Transportation Museum, located at 615 Washington Street, Custer, South Dakota 57730.

**TERM.** The lease term will begin on January 1<sup>st</sup>, 2019 and will terminate on December 31<sup>st</sup>, 2019.

**LEASE PAYMENTS.** Tenant shall pay to Landlord monthly payments of \$500 per month, payable in advance on the first day of each month. Lease payment shall be made to Landlord at 622 Crook Street, Custer, SD 57730, or as may be changed by Landlord. Tenant shall further provide office staffing and museum supervision for visitor information, during Tenant's normal hours of operation. Tenant shall further maintain the reservation system for Harbach Park.

**LATE PAYMENTS.** Tenant shall pay a late fee equal to 15% of the required installment payment for each payment that is not paid within 15 days after the due date for such late payment.

**POSSESSION.** Tenant shall be entitled to possession on the first day of the term of this Lease, and Tenant shall, on the last day of the term, or such earlier termination or forfeiture of this Lease, peaceably and quietly surrender and deliver the demised premises to Landlord free of sub tenancies.

**USE OF PREMISES.** Tenant shall have use of the offices to conduct activities commonly associated with Chamber of Commerce functions. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence. Tenant may limit extended term parking to designated sites that allow for visibility of the Chamber building and signs, upon approval of Landlord.

**MAINTENANCE.** Landlord shall have the responsibility to maintain the Premises in good repair at all times including but not limited to the heating, cooling and/or plumbing systems. Landlord shall further be responsible for all utilities, stripping and waxing floors, snow removal, and supplies for janitorial services. The Tenant shall be responsible for all janitorial services on the Premises.

**ACCESS BY LANDLORD TO PREMISES.** Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to mortgagees, tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

**INSURANCE.** Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. The Landlord agrees to insure the structure located on the premises for the term of the lease. The Tenant agrees to provide worker compensation insurance, personal property insurance insuring their personal property and premises liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence, naming the City as an additional insured, for Tenant's operation area and any extensions thereof. Further, the Tenant shall provide proof of said insurance to the Landlord each year herein.

**INDEMNITY REGARDING USE OF PREMISES.** Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if

any, which Landlord may suffer or incur in connection with Tenant's use or misuse of the Premises. Landlord agrees to indemnify, hold harmless, and defend Tenant from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Tenant may suffer or incur in connection with Landlord's use or misuse of the Premises.

**DANGEROUS MATERIALS.** Tenant shall not keep or have on the Premises any article or item of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained, and proof of adequate insurance protection is provided by Tenant to Landlord.

**TAXES.** Tenant shall pay all personal taxes, sales and use taxes, and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises.

**DESTRUCTION OR CONDEMNATION OF PREMISES.** If the Premises are partially damaged or destroyed in a manner that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the damage, and if the cost of repair is less than \$25,000.00, Landlord shall repair the Premises and lease payments shall abate during the period of repair. However, if the damage is not repairable within sixty days, or if the cost of repair is \$25,000.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days written notice of such event or condition by either party.

**ADDITIONS/ALTERATIONS.** Tenant shall not be entitled to make any additions or alterations to the Premises without the prior written consent of the Landlord which consent shall not be unreasonably withheld. Any improvements or additions erected by the Tenant on its behalf which become permanently fixed to the Premises shall remain a part of the Premises at the termination of this lease unless such improvements or additions can be removed by the Tenant without damage to the Premises. If the Tenant removes the improvements or additions and causes any damage to the Premises, then the Tenant shall immediately notify the Landlord and proceed to repair the Premises and put it in as good a condition of repair as it was at the commencement of this Lease.

**DEFAULTS.** Tenant shall be in default of this Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any default within 30 days after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults.

**ASSIGNABILITY/SUBLETTING.** Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), without the prior written consent of Landlord, which shall not be unreasonably withheld.

**NOTICE.** Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

**LANDLORD:**

City of Custer City  
622 Crook Street  
Custer, SD 57730

**TENANT:**

Custer Area Chamber of Commerce  
615 Washington Street  
Custer, SD 57730

Such addresses may be changed from time to time by either party providing notice as set forth above.

**TERMINATION.** The parties hereby agree that either entity may terminate this Lease at any time, without cause, by serving at least 90-day written notice to the other party in advance of the anticipated terminate date.

**ENTIRE AGREEMENT/AMENDMENT.** This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. Any Agreement hereafter made to modify or amend this lease shall be ineffective or void unless such Agreement is in writing and signed by the Landlord and Tenant, or their duly authorized agents.

**SEVERABILITY.** If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

**CUMULATIVE RIGHTS.** The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

**GOVERNING LAW.** This Lease shall be construed in accordance with the laws of the State of South Dakota.

**LANDLORD:**  
CITY OF CUSTER CITY

**TENANT:**  
CUSTER AREA CHAMBER OF COMMERCE

BY: \_\_\_\_\_  
Corbin Herman, Mayor

BY: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name and Title)

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

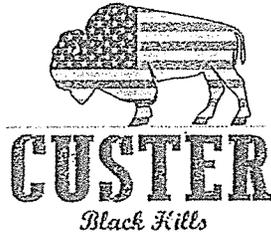
Date: \_\_\_\_\_

ATTEST:

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

(SEAL)





DEC 26 2018  
CITY OF CUSTER

December 21, 2018

City of Custer City  
ATTN: City Council  
622 Crook Street  
Custer, SD 57730

Dear City Council Members:

The Custer Area Chamber of Commerce would like to request the following actions for the Old Time Country Fourth celebration planned for July 2 – 4, 2019. This event will be very similar to the event last summer. This two-day celebration will feature an old-fashioned fair; flag-raising ceremonies; entertainment; and a parade. Of course, the celebration will culminate with the fireworks at Pageant Hill put on by the Custer Volunteer Fire Department, weather permitting. The July 2 is for set up for the City crew only.

**Fair:** We would like to request Way Park for July 3 – 4 for the purposes of holding a children's fair. This will entail old-fashioned games, face painting, and other family-friendly activities. There will be snack concessions sold in Way Park by a community group.

**Showmobile:** We would like to request the use of the Showmobile for July 3 – 4 for entertainment throughout both days. This would be placed on 4<sup>th</sup> Street, next to Way Park. We would like the Showmobile to be set up on July 2 so that it's ready to go on the morning of July 3.

**Parade:** We would like to request permission to hold a Patriots' Parade on the morning of July 4. The parade would begin on 8<sup>th</sup> Street at Lynn's Dakotamart and proceed down Mt. Rushmore Road to Custer Corral. Line-up will be on Washington Street, much like it is for the Christmas Parade. This parade will be open only to military personnel and emergency personnel, such as law enforcement, fire departments, search and rescue, ambulance, etc.

**Flag-raising ceremonies:** We would like to hold the flag lowering and raising ceremonies on July 4<sup>th</sup> following the parade at the flag pole at the Veterans' Memorial.

**Equipment needed:** We will need the City's 3 large tents, trash cans, picnic tables, traffic barriers and water key.

We hope to make the Old Time Country Fourth the best Independence Day celebration in the Black Hills.

Respectfully,

Dolsee Davenport  
Executive Director

---

CUSTER AREA CHAMBER OF COMMERCE

PO Box 5018 ♦ Custer, South Dakota 57730 ♦ (605) 673-2244 ♦ 800-992-9818

[www.custersd.com](http://www.custersd.com) ♦ [info@bustersd.com](mailto:info@bustersd.com) ♦ Fax: (605) 673-3726



## RECREATIONAL SERVICES AGREEMENT

YMCA of Rapid City (YMCA) on behalf of the Custer YMCA enters into the following agreement with the City of Custer (City):

### PURPOSE

YMCA and City agree that the YMCA will serve as the primary recreational provider for Custer to provide recreational activities for its residents. The primary location of the Custer YMCA will be the Grace Coolidge Memorial Log Building located at 644 Crook Street (the facility).

### INDEPENDENT CONTRACTOR STATUS

The YMCA in the performance of its duties under this Agreement shall occupy the position of an independent contractor with respect to the City. Nothing contained herein shall be construed as making the parties hereto partners or joint ventures, nor, except as expressly provided herein, construed as making the YMCA an agent or employee of the City.

### DUTIES OF THE YMCA

For purposes of this agreement, the YMCA agrees to:

1. Conduct recreational, social and leadership activities designed for Youth Development, Healthy Living and Social Responsibility for the residents of Custer;
2. Provide YMCA employees and volunteers to conduct and supervise the programs administered by the YMCA. The hiring, supervising and evaluating of employees and volunteers shall be determined solely by the YMCA;
3. Provide training of all YMCA employees and volunteers. The types of training and the times in which training shall be given shall be determined solely by the YMCA;
4. Ensure compliance of YMCA employees and volunteers with YMCA Child Abuse Prevention Policies, which includes meeting criminal background check standards as determined by the YMCA on all employees and volunteers;
5. Pay for the utilities, including electricity, propane, water and sewer for the facility;
6. Provide for and pay for all necessary safety and fire inspections;
7. Provide general cleanliness and aesthetic appearance of facilities and grounds belonging to City and managed by the YMCA;
8. Provide recreational equipment to facilitate the programs. The YMCA owns this equipment throughout the term of this Agreement and following termination of this Agreement. The YMCA has a reasonable time to remove such equipment following termination of this Agreement;
9. Manage and schedule certain recreational facilities belonging to the City, which includes, but is not limited to, baseball, softball and soccer fields;
10. Submit a report of Custer YMCA finances, programs offered, participation and future outlook to the City prior to June 1 of each year;
11. Conduct participant registration for YMCA programs. All fees are to be determined solely by the YMCA;

12. Provide sponsored YMCA memberships for those who meet the qualifications of requiring financial assistance as determined by the YMCA.

### DUTIES OF THE CITY

For purposes of this agreement, the City agrees to:

1. Provide the YMCA the Grace Coolidge Memorial Log Building located at 644 Crook Street for use as its center of operation;
2. Make capital improvements and repairs as are reasonably necessary. Capital improvements are agreed to mean items affixed permanently or for an extended term to the premises and normally construed as major repairs or replacement items;
3. Allow YMCA signage to be placed on the facility located at 644 Crook Street and temporary YMCA signage at any other area that YMCA programs are being administered;
4. Provide major maintenance and repair of the facility to ensure a safe environment and janitorial services;
5. Promote the YMCA as the primary recreational provider for the City;
6. Pay the sum of Twenty-Seven Thousand Five Hundred Dollars (\$29,000) to the YMCA on or before July 1, 2019, which is to be used by the Custer YMCA for the operation of Custer YMCA programs and activities. This sum may be adjusted annually as mutually agreed upon by the City and YMCA.

### INSURANCE

Each party agrees to maintain a policy of liability insurance in the amount of not less than two million dollars (\$2,000,000) per occurrence for their separate responsibilities regarding operation and maintenance of the Custer YMCA. Each party shall provide a copy of said policy to the other party, naming the other party as an additional insured.

The parties further agree to assume all risk and liability for, and agree to indemnify and hold harmless the other party, its agents, sub-contractors, and its employees from all damages arising out of their separate responsibilities regarding operation and maintenance of the facility & programs caused by its negligence, its agents, sub-contractors, or employees negligence.

### COMPLIANCE

Both parties agree to comply with all applicable ordinances, statutes and regulations imposing a duty upon a party.

### TERM OF AGREEMENT

The term of this Agreement is from January 1, 2019 until December 31, 2019. The Agreement will automatically renew upon the same terms and conditions, except for the payment amount unless terminated in writing by either party. This agreement may be terminated at any time by either party with Ninety (90) days advance notice.

AMENDMENT

This agreement may be amended in writing by mutual consent and signed by the parties to this agreement.

CITY OF CUSTER CITY:

ATTEST:

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

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

\_\_\_\_\_  
Date

(SEAL)

YMCA OF RAPID CITY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title

STATE OF SOUTH DAKOTA     )  
COUNTY OF CUSTER         )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_ who acknowledged \_\_\_\_\_ (him/her)self to be the \_\_\_\_\_ of the YMCA of Rapid City, and that \_\_\_\_\_ (he/she) as such \_\_\_\_\_ being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by \_\_\_\_\_ (him/her)self as \_\_\_\_\_.

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

Notary:

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

(Seal)



Green Owl Media & Photography  
Ann Morrow • Media Manager Photographer  
605.440.2400 [green.owl@goldenwest.net](mailto:green.owl@goldenwest.net)  
GreenOwlMedia.com

December 31, 2018

Mayor Herman & Custer City Council Members,

This is a proposal to renew the annual agreement between Green Owl Media and the City of Custer/Custer Cruisin' for 2019 - at a contracted rate of \$39 per hour.

Responsibilities and tasks include:

- Promotion of the event via social media and event website, custercrusin.com
- Promoting event vendors on social media
- Photo services – taking photos & video (daily) in downtown Custer – during CC event
- Ride Photos – traveling with Mayor's Ride & Veterans Ride to capture photo/video
- Photo & video are put to use on social media channels & event website
- Live Video Broadcast of event activities and downtown Custer

*Because Harley Davidson has made the decision to leave Custer, I feel it is important to promote Custer Cruisin' and its events – to keep people in the community longer. Having an online presence plays a vital role in keeping visitors informed about events and activities and helps them make decisions on where they will travel and how long they will stay.*

*Pending contract renewal, I would like to schedule time with the Custer Cruisin' committee members and discuss a structured, focused social media campaign. Including placement of social media ads that allow us to reach more people, via targeted demographics.*

I thank you for your time and consideration and hope to continue working with the Custer Cruisin' committee and City of Custer.



Ann Morrow  
Green Owl Media & Photography



**Green Owl Media**  
 PO Box 6038 Custer, SD 57730  
 (605) 440-2400  
 green.owl@goldenwest.net

*City of Custer / Custer Cruisin'*

Green Owl Media is pleased to provide the City of Custer (Custer Cruisin') with the following social media management agreement.

Through consulting, strategy and executing (in cooperation with the **City of Custer/Custer Cruisin'**) **Green Owl Media & Photography** will direct the proper implementation of media channels that will further build the brand, loyal fan base and community. Platforms include: Facebook, Instagram, YouTube & CusterCruisin.com.

**2019 Monthly Fees @ \$39 per hour:**

January 2019 - March 2019: 1 hour per week = \$156 per month (\$468)

April - June: 1.5 hours per week = \$234 per month (\$702)

July: 3 hours per week = \$468

August: 30 hours = \$1,170

(August hours billed to include: social media posts, event attendance, ride participation & onsite photo/video, live video - editing & photo gallery upload to website)

September - December: 1 hour per week = \$156 per month (\$624)

**Total 12-Month Investment: \$3,432**

*Facebook ads will be billed separately per committee request & approved ad budget.*

**Terms:** This is a 12-month agreement that executes the above outlined consulting and managed service areas. Client will be billed on a monthly basis, beginning January 31, 2019 and continuing each month through December 2019. Invoices are payable upon receipt. Should either party decide to terminate this contract, 30 days notice is requested. Both parties agree to hold each other harmless.

**Client Involvement:** **Green Owl Media** requests and appreciates client input! If the public needs to know GOM needs to know. *Please communicate regularly* to ensure that your audience is provided with timely/engaging content.

Contact **Green Owl Media** with this information as soon as possible. Keep me in the loop!

- 1) (example) provide important information, event dates/times, etc.
- 2) (example) photos/info for new merchandise, displays, etc.
- 3) (example) change in contact info

The undersigned parties have executed this Agreement thereby making it effective:

**CITY OF CUSTER / CUSTER CRUISIN'**

**GREEN OWL MEDIA/ANN MORROW**

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

Title: Owner/Social Media Manager

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

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

Scott Kellogg	\$32.24	Lance Stansbury	\$22.51
Jeri Hewitt	\$22.81	Gaile Walker	\$22.81
Brian Raber	\$20.37	John Christie	\$17.92
Rick Kothe	\$15.82	Jeff Clark	\$15.82
Lynnette Merritt	\$21.07	Sydney Gramkow	\$16.91
Kim Conwell	\$18.62		

Salary Positions:

Bob Morrison	\$78,435.12	Laurie Woodward	\$69,332.08
Tim Hartmann	\$55,872.55		

Mayor \$1,442 monthly

Councilperson \$515 monthly

Planning Commission Members \$50 per meeting

