

All City Council Meetings are recorded.

**CITY OF CUSTER CITY
COUNCIL AGENDA
July 20th, 2020 – City Hall Council Chambers
5:30 P.M.**

1. Call to Order - Roll Call - Pledge of Allegiance
2. Approval of Agenda
3. Approval of Minutes – July 6th, 2020 Council Meeting
4. Oath of Office – Council Member
5. Declaration of Conflict of Interest
6. Public Hearings - Public Presentations
 - a. Big Rock Bike Park – Custer Area Trails
 - b. Resolution #07-20-20A – Authorizing Execution of COVID Reimbursement Contractual Documents with State
 - c.
 - d.
7. Public Comments (3-minute max. per person, with total public comment period not to exceed 15 minutes)
8. Old Business
 - a.
 - b.
9. New Business
 - a. Street Closure Request – Studebaker Car Show – Custer Chamber
 - b. SDML Worker's Compensation Fund Trenching Safety Equipment Grant Application
 - c. Preliminary Plat – A Plat of Gaulke Tract North and Gaulke Tract South
 - d. Employee Resignation
 - e. New Hire – Custodial Maintenance Worker
 - f.
10. Presentation of Claims -
11. Department Head Discussion & Committee Reports –
12. Possible Executive Session – Personnel (1&4), Proposed/Pending Litigation (3), & Contract Negotiations (3) (SDCL 1-25-2(1,2,3,4,5,6))
13. Adjournment

REMINDERS

**Regular City Council Meeting – July 20th, 2020 5:30 P.M.
Public Works Committee Meeting – August 3rd, 2020 4:30 P.M.
Regular City Council Meeting – August 3rd, 2020 5:30 P.M.
Planning Commission Meeting – August 11th, 2020 5:00 P.M.
General Government Committee Meeting – August 17th, 2020 4:00 P.M.**

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/553200325>

You can also dial in using your phone.

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

**CITY OF CUSTER CITY
COUNCIL PROCEEDINGS- REGULAR SESSION
July 6th, 2020**

Council President Nina Nielsen called to order the first meeting of the Common Council for the month of July 2020 at 5:30 p.m. Present at roll call were Councilpersons Ryan, Moore, Nielsen and Fischer. Present at roll call by phone was Councilperson Whittaker who due to technical difficulties could not voice vote on first few items.

AGENDA

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

MINUTES

Councilperson Fischer moved, with a second by Councilperson Ryan, to approve the minutes from the June 15th Council Meeting and June 22nd Special Council Meeting. The motion unanimously carried.

SECOND READING - ORDINANCE #839 – EXTENDING PROVISIONS OF COVID ORDINANCE #836 & RESOLUTIONS UNTIL SEPTEMBER 1ST

Councilperson Ryan moved to adopt Ordinance #839, Extending Provisions of COVID Ordinance #836 & Resolutions. Seconded by Councilperson Moore, the motion failed with Councilperson Ryan, Moore, Nielsen and Fischer voting no. Councilperson Whittaker didn't vote.

SECOND READING – ORDINANCE #838 -BOND SCHEDULE

Councilperson Moore moved to adopt Ordinance #838, Bond Schedule. Seconded by Councilperson Ryan, the motion carried with Councilperson Moore, Nielsen, Fischer and Ryan voting yes. Councilperson Whittaker didn't vote.

CLAIMS

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

AFLAC, Insurance, \$718.98
Amazon, Supplies, \$24.42
Anderson Auto Sales, Repairs, \$8.99
Battle Mountain Humane Society, Animal Control Contract, \$1,000.00
Beesley Law Office, Professional Fees, \$3,260.00
Bituminous Paving, Capital Improvement, \$110,002.75
Black Hills Chemical, Supplies, \$204.79
Black Hills Energy, Utilities, \$3,579.24
Carson Drug, Supplies, \$161.86
Calamity Jane Winery & Mercantile, Supplies, \$954.07
Century Business Products, Supplies, \$160.79
Code Works, Professional Fees, \$267.57
Core & Main, Repairs & Maintenance, \$524.12
Custer Ambulance Service, Safety, \$189.00
Chronicle, Publishing Fees, \$975.78
Custer Do It Best, Supplies, Repairs & Maintenance, \$20.49
Dacotah Bank, TIF #2 & TIF # 4 Payments, Loan Payment, \$51,559.00
Dakota Greens, Supplies, \$175.73
Delta Dental, Insurance, \$212.00
Discovery Benefits, Supplies, \$1,273.06
East Custer Sewer District, Reimbursement, \$134.43
EFTPS, Taxes, \$11,768.63
Fastenal, Supplies, \$495.70
First Interstate Bank, TIF # 4 Payment, \$22,925.10
Golden West Telecommunications, Utilities, \$517.84
Golden West Technologies, Professional Fees, \$755.50
GFOA, Supplies, \$159.00
Gaulke, Doug, Refund, \$200.00
Green Owl Media, Professional Fees, \$234.00
Hawkins, Supplies, \$8,669.53

J & M Lawncare, Cemetery Caretaker Contract, \$5,250.00
Kimball Midwest, Supplies, \$87.55
KLJ, Professional Fees, \$7,994.44
Log Me In Go to Meeting, Supplies, \$51.12
Lamonte's Auto Center, Repairs, \$4,419.92
Lasting Impressions Unlimited, Supplies, \$81.25
McGas, Prepaid Contract, \$34,470.00
Nelson's Oil & Gas, Supplies, \$233.84
Northern Tool & Equipment, Supplies, \$12.98
Northwest Pipe Fittings, Supplies, \$1,575.91
Petty Cash, Supplies, \$446.83
Promotion Physical Therapy, Safety, \$60.00
Quill, Supplies, \$119.45
Red Shed Smoke House, Cruisin Refund, \$945.00
Sanders Sanitation, Garbage Collection Contract, \$13,253.23
State of SD, Sales Tax, \$1,066.10
SD DOT, Capital Improvement, \$46,028.96
Stansbury, Lance, Reimbursement, \$61.93
SD Retirement System, \$5,811.58
Supplemental Retirement, \$670.00
The Hartford, Insurance, \$54.96
Verizon Wireless, Supplies, \$437.01
Warne Chemical, Supplies, \$477.50
Walker, Gaile, Reimbursement, \$175.00
Woodward, Laurie, Supplies, \$19.60
Wright Express, Supplies, \$956.90
Wellmark, Insurance, \$11,295.31
YMCA, Membership, Pool Agreement, \$10,043.00
Boggs, Adam, Utility Refund, \$64.02
Sandstrom, David, Utility Refund, \$50.00
Mayor & Council, \$4,665.00
Finance Department, \$4,414.81
Planning Department, \$6,998.02
Public Works Department, \$2,546.80
Street Department, \$6,307.39
Cruisin Department, \$153.44
Parks Department, \$6,888.78
Water Department, \$13,064.71
Wastewater Department, \$11,947.75
Total Claims \$424,332.46

OATH OF OFFICE & COUNCIL PRESIDENT & VICE PRESIDENT

Councilperson Moore was presented with a plaque for her service.

Councilperson Todd Pechota took his Oath of Office for a two-year term.

Councilperson Fischer moved to nominate Councilperson Nielsen for Council President. Seconded by Councilperson Ryan, the motion unanimously carried. Councilperson Nielsen moved to nominate Councilperson Fischer for Council Vice President. Seconded by Councilperson Ryan, the motion unanimously carried.

ATTORNEY APPOINTMENTS

Councilperson Fischer moved to approve the appointment of Chris Beesley as City Attorney and Terri Williams as Assistant City Attorney. Seconded by Councilperson Ryan, the motion unanimously carried.

CONFLICTS OF INTEREST

No conflicts of interest were stated.

PUBLIC HEARING – RETAIL ON-OFF SALE MALT BEVERAGE & SD FARM WINE AND RETAIL ON-OFF SALE WINE & CIDER LICENSE – WICKED ESPRESSO LLC

Councilperson Fischer moved to approve the retail on-off sale malt beverage & SD farm wine and retail on-off sale wine & cider license for Wicked Espresso LLC contingent upon proof of insurance and SD sales tax number being provided. Seconded by Councilperson Ryan, the motion carried with Councilperson Ryan, Pechota, Nielsen, Fischer and Whittaker voting yes.

RESOLUTION #07-06-20A – GOVERNING BOARD CODE OF CONDUCT

Councilperson Fischer moved to adopt Resolution #07-06-20A, Governing Board Code of Conduct. Seconded by Councilperson Ryan, the motion carried with Councilperson Pechota, Nielsen, Fischer, Whittaker and Ryan voting yes.

RESOLUTION # 7-06-20A

CITY OF CUSTER GOVERNING BOARD CODE OF CONDUCT

WHEREAS, it is the duty of the Common Council of City of Custer to ensure the efficient, fair and professional administration of city government and services;

WHEREAS, the Mayor and City Council are responsible for making policy decisions for the community, provide vision, direction and leadership to the community and the organizations;

WHEREAS, the City Council further represents the Community with other governmental entities and officials;

NOW THEREFORE BE IT RESOLVED, by the Common Council of the City of Custer City that in order to maintain and enhance public trust and confidence in our legal government, to achieve equity and social justice, to affirm human dignity, and to better the quality of life for residents of Custer, the members of the City Council dedicate themselves to the stewardship of the public trust and therefore embrace and adopt the following ideals and Code of Conduct:

Members of the governing board shall:

1. Recognize that the authority vests with the majority of the City Council when assembled in open meetings or executive meetings as authorized by law, that neither the mayor nor individual members of the City Council has legal status to bind the City of Custer, and that neither the Mayor nor an individual council member or a minority of the governing board may make decisions on behalf of the City of Custer unless expressly authorized by law and upon approval of the City Council;
2. Alderpersons serving on the Council for the first time shall attend the first (SDML) elected officials workshop held after their assumption of office, at the expense of the City;
3. Make informed decisions on matters brought before the City Council;
4. Recognize and adhere to the policy that it is the responsibility of the City Council and members of the governing board to plan, make, implement, appraise and enforce ordinances and policy and that it is not the responsibility of the members of the governing board to run the day-to-day operations of the City of Custer;
5. Observe federal laws, state laws, city ordinances and policies;
6. Respect the limited intent and scope of executive sessions as set forth in statute;
7. Shall not publicly disclose information received, discussed, or decided in executive session or in conference with legal counsel which is protected by the attorney/client privilege or has been confidentially disclosed at a meeting held subject to the provisions of SDCL 1-25-2, unless a majority of the members of the City Council has authorized that disclosure or unless a disclosure is authorized by a court of competent jurisdiction.
8. Distinguish between personal views and those of the governing board when making public comments regarding City matters;
9. Present information to the governing board without distortion and accurately represent facts concerning City matters in direct or indirect public statements;
10. Maintain professional relationships in a manner which are free of vindictiveness, recrimination and harassment;
11. Avoid impropriety and the appearance of impropriety in his/her position as an elected official;
12. Refer all public complaints and personal criticisms to the appropriate administrative officer or appointed public official and only after inability to obtain resolution at the administrative level have the complaint or criticism discussed at a Council meeting;

13. Respect the legitimacy of the goals and interests of other members of the governing board and respect the rights of other members of the governing board to pursue goals and policies different from their own;
14. Respect, require and contribute to the maintenance of order and decorum in proceedings before the City Council;
15. Be honest, patient, dignified and courteous to those with whom he/she deals with in his/her official capacity;
16. Dispose promptly of the business of the City for which he/she is responsible and diligently discharge responsibilities;
17. To the maximum extent possible, inform the finance office by 1 p.m. on the Friday preceding a regularly scheduled Monday City Council meeting if the member of the governing board will not be in attendance at the City Council meeting;
18. Refrain from financial, personal, professional and business dealings that interfere with, are in conflict with or give the appearance of being in conflict with the proper performance of official duties;
19. Not exploit the City of Custer or use the office of Mayor or Council member for personal gain, for the gain of friends or supporters, or to promote political candidates or partisan political activities;
20. Not accept nor offer any gratuities, gifts, services or things of value that (a) impair professional judgment, (b) offer special advantage or benefit to any person or organization, or (c) provide a direct or indirect personal benefit.
21. Not commit any act of moral turpitude or gross immorality;
22. Not allow family, social or other relationships to inappropriately influence his/her decisions as a member of the governing board.
23. Regular attendance is expected; missing two consecutive meetings without appropriate reasons is not considered regular attendance;
24. Failure to comply with this Code of Conduct may result in sanctions up to and including expulsion.

This Code of Conduct behavior will govern members of the City Council. City Council members are encouraged to self-monitor their behavior and offer constructive recommendations to fellow Council members if necessary. As a member of the City Council, I accept these ideals and policies, and pledge to follow them in the interest and purposes for which our government has been established.

Adopted: Dated this 6th day of July, 2020.

CITY OF CUSTER CITY

S/Nina Nielsen, Council President

ATTEST: Laurie Woodward, Finance Officer

RESOLUTION #07-06-20B – CONFLICT OF INTEREST POLICY

Councilperson Pechota moved to adopt Resolution #07-06-20B, Conflict of Interest Policy. Seconded by Councilperson Ryan, the motion carried with Councilperson Nielsen, Fischer, Whittaker, Ryan and Pechota voting yes.

RESOLUTION # 07-06-20B

A RESOLUTION ADOPTING A CONFLICT OF INTEREST POLICY FOR ELECTED AND APPOINTED OFFICIALS OF THE CITY OF CUSTER

WHEREAS, South Dakota Codified Laws (SDCL) section 1-56-10 requires that all non-state agencies receiving state grants and awards from a state agency adopt and enforce a conflict of interest policy; and

WHEREAS, the City of Custer has received and anticipates to continue to receive dollars from the State of South Dakota either directly or through federal pass-through funds which will be subject to the statutory requirement that it enforce a conflict of interest policy; and

WHEREAS, the City of Custer deems it is in the best interest of the City to adopt this Conflict of Interest Policy for the Common Council and for all appointed officials of the City.

AND NOW THEREFORE BE IT RESOLVED, by the City of Custer, that there is hereby established the attached Conflict of Interest policy, consisting of 2 pages.

Dated this 6th day of July, 2020.

CITY OF CUSTER

S/Nina Nielsen, Council President

ATTEST: Laurie Woodward, Finance Officer

EXECUTIVE PROCLAMATION – PATRICIA (FINNY KRUEGER) SECHSER DAY

Councilperson Ryan moved to approve the executive proclamation for Patricia (Finny Krueger) Sechser Day on July 12th, 2020 which is on file in the Finance Office. Seconded by Councilperson Pechota, the motion carried with Councilperson Fischer, Whittaker, Ryan, Pechota and Nielsen voting yes.

PUBLIC COMMENTS

Hank Whitney gave a brief update on the Bark Park and mask wearing due to COVID.

GOLD DISCOVERY DAYS REQUEST

Councilperson Fischer moved to approve the Chamber of Commerce's street closure request for Washington Street from Eighth Street to Second Street, with a single lane between Dacotah Bank and Sixth Street and South Fourth Street being left open for traffic. Washington Street from Sixth Street to Fourth Street to be closed from Thursday, July 16th through Sunday, July 19th; from Fourth Street to Second Street being closed Saturday, July 18th; and Eight Street to Sixth Street & South Seventh Street from the alley south of Mt Rushmore Road to Washington Street being closed from Monday, July 13th through Tuesday, July 21st. Carnival campers/trailers to be allowed to park in the Custer Community Center parking lot from Monday, July 13th through Monday, July 21st. Seconded by Councilperson Ryan, the motion carried with Councilperson Nielsen, Fischer, Whittaker, Ryan and Pechota voting yes. Councilperson Fischer moved to approve the Chamber of Commerce parade route of lining up on Pageant Hill then proceed out of Pageant Hill onto 9th Street to Gordon Street, onto 8th Street to Mt Rushmore Road then proceeding west on Mt Rushmore Road until 4th Street, exiting onto North 4th Street. Parade will be Saturday, July 18th at 10:00 am. Seconded by Councilperson Pechota, the motion carried with Councilperson Fischer, Whittaker, Ryan, Pechota and Nielsen voting yes

DOT – PERMIT TO OCCUPY RIGHT OF WAY – CUSTER CRUISIN

Councilperson Ryan moved to approve the DOT permit to occupy the right-of-way for the Custer Cruisin parking, which included closing the two center lanes on Mt Rushmore Road from Fifth Street to Eighth Street for motorcycle parking, curbside parking restrictions at intersection of Mt Rushmore Road and Fifth Street to provide for wider turning space and vehicle parking only on east side of Fifth Street from Mt Rushmore Road north for approximately 100 feet. Seconded by Councilperson Fischer, the motion carried with Councilperson Whittaker, Ryan, Pechota, Nielsen and Fischer voting yes.

MINOR PLAT – LOT 18 OF BLOCK 1, STONE HILL SUBDIVISION

Councilperson Pechota moved to approve the minor plat for Lot 18 of Block 1 Stone Hill Subdivision. Seconded by Fischer, the motion carried with Councilperson Ryan, Pechota, Nielsen, Fischer and Whittaker voting yes.

HARBACH PARK CULTURAL RESOURCES INVENTORY PROPOSAL – QUALITY SERVICES

Councilperson Ryan moved to approve the quote from Quality Services Inc. for Harbach Park Cultural Resources Inventory with a cost estimate of \$1,000. Seconded by Fischer, the motion carried with Councilperson Pechota, Nielsen, Fischer, Whittaker and Ryan voting yes.

RECORDS MANAGEMENT DESTRUCTION LIST

Councilperson Ryan moved to approve the records management destruction list as presented and on file in the Finance Office, pending SD Records Management and SD Archives approval. Seconded by Councilperson Pechota, the motion carried with Councilperson Nielsen, Fischer, Whittaker, Ryan and Pechota voting yes.

DEPARTMENT HEADS & COMMITTEE REPORTS

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

EXECUTIVE SESSION

Councilperson Fischer moved to go into and out of executive session for personnel per SDCL 1-25-2(1 & 4) at 6:15 pm, with the Mayor (by phone), Part Time Public Works Director, Planning Administrator and Finance Officer present. Seconded by Councilperson Ryan, the motion unanimously carried. Council came out of executive session at 6:23pm, with no action taken.

NEW HIRES – CUSTODIAL MAINTENANCE WORKER & PUBLIC WORKS DIRECTOR

Councilperson Ryan moved to approve hiring Joshua Hewett as Custodial Maintenance Worker at \$15.77 per hour effective June 27th, 2020 pending successful competition of background check and hiring Brian Raber as Public Works Director at \$58,969.31 per year effective July 7th, 2020. Seconded by Councilperson Pechota, the motion carried with Councilperson Whittaker, Ryan, Pechota, Nielsen and Fischer voting yes.

ADJOURNMENT

With no further business, Councilperson Pechota moved to adjourn the meeting at 6:25 pm. Seconded by Councilperson Ryan, the motion carried unanimously.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward
Finance Officer

Nina Nielsen
Council President

**A Proposal for
“Big Rock Bike Park”**



Prepared by
Charley Neff Umbarger
For the Custer Parks, Rec & Forestry Department
6/23/2020

Background

My name is Charley Neff Umbarger. I am a bachelor of Environmental Design from the School of Architecture and Planning at the University of Colorado (2011), and a Master of Fine Art from the Marchutz School of Fine Arts at IAU College (2017). I grew up visiting Custer in the summers, and moved here in 2017. For the last three years I've been building mountain bike trails on private property, I've helped start the volunteer group Custer Area Trails (CATS), I organized Spin the Beetle fat bike race (2019), I have been leading a series of free art classes through the Custer Library, I referee youth soccer for the YMCA, and I am also a co-owner of The Custer Beacon.

Vision : A Bike Park for Custer City

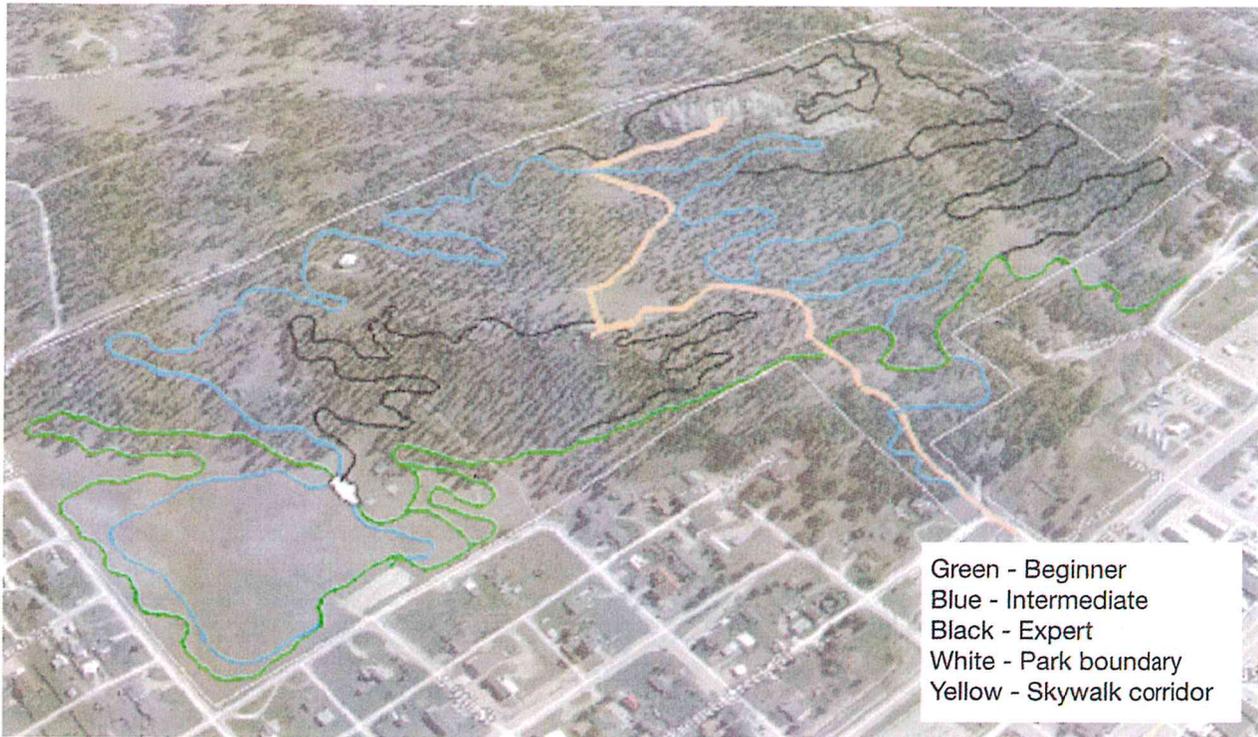
Public trails in Custer will bring locals and visitors out to ride long into the shoulder seasons, and right now is the perfect time to build. Bike trails will also encourage more passers-through to stop in Custer. Riders spend money at local businesses. Trails foster appreciation for the natural beauty of this place and trail users will tell their friends, come back with their families, post pictures, write reviews, come out for volunteer maintenance days, attend a race, or a benefit concert, and gradually reshape the identity of Custer as a recreation and adventure hub, a great place to visit and a viable place for more young professionals to live.

Pageant Hill and Big Rock Park is the perfect setting for a modern bike park. All the elements of a world class bike park can be integrated with the existing public parking, with Harbach Park, the Mickelson Trailhead, the skywalk, disc golf course, and existing scenic overlooks. The terrain along the wooded edge of Pageant Hill makes for a great gentle beginner area. Bi-directional intermediate (blue) loops can wrap the east and north slopes, and at the top of the hill, an expert (black) trail will offer technical climbing and descending, and optional rock-rides, chutes, jumps and obstacles in a loop around the Custer sign. There is also space lower down for a skills loop that presents rideable challenges one-at a time in a controlled confidence-inspiring progression (rollers, banked turns, balance beams, teeter toters etc), a kid's strider playground, a pump track and introductory jump lines that all promote fun, balance, and safety for beginners of any age. The central rideable feature is the hub, a raised dry stone platform with a gravel surface accessed by multiple steps and ramps where the various loops depart from and return to. The hub can also double as an outdoor stage and can be situated favorably with the pageant hill bleachers to form a sort of outdoor auditorium and a signature photo-op gathering point.

Approaching the Project

I believe it is possible to finance the entire bike park with minimal cost to the city. And I proposing a to create dynamic system to accomplish this:

1. Establish a BIG ROCK BIKE PARK FUND, in coordination with Custer Economic Development to accept donations to finance the construction of the park.
2. Grant use of the name and consider tax-exempt status for BIG ROCK BIKE PARK LLC. This company will sponsor fundraising efforts, sell branded merchandise (t-shirts, socks, hats, bike gloves etc), and host trail-related events.
3. Hire BIG ROCK TRAIL CONTRACTING LLC. to develop plans, and install the best possible trails and trail features (hubs, wayfinding signs, trailhead to accommodate bikers, hikers and runners, manage drainage of the trail tread, and deliver a sustainable trail network in phases (see below) without interrupting access to current users.
4. Charge CUSTER AREA TRAILS (CATS) with the responsibility of on going maintenance of the bike park. Establish this relationship in writing.



Phases of Construction

Preliminary Phase:

- Create a *BIG ROCK BIKE PARK* fund with Economic Development.
- Establish a memorandum of understanding between the City of Custer and *BIG ROCK BIKE PARK LLC*. in order to approach local and industry sponsors and begin fundraising efforts
- Retain *BIG ROCK TRAIL CONTRACTING LLC* and grant permission to flag the area, and advance the proposal process.
- Confirm master layout of trail network and signage, future trailhead facilities, and confirm projected timeline of construction phases and publish plans.

Phase 1: 2020 - 2021

- Goal: Get the best possible trail network on the ground so that there is something for users to ride as soon as possible. Use the existing parking at Pageant Hill for now. Consider temporary restrooms. Launch Fundraising efforts.

Phase 2: 2021-2022

- Goal: Complete the network and any outstanding trail features and segments. Develop paved parking, and improve trailhead facilities. Begin formal event planning for 2022.

Phase 3: 2022 - beyond

- Goal: Host formal trail events. Continue to promote biking and pedestrian infrastructure in Custer and the surrounding area.

Further Reading

Global trail designation standards:

<https://www.imba.com/sites/default/files/content/resources/2018-10/IMBATrailDifficultRatingSystem.jpg>

Visual aide for park layout introduction:

https://www.youtube.com/watch?v=UE3i_67OqEc

Recreational Use Stature and Liability:

<https://www.nrpa.org/parks-recreation-magazine/2016/july/recreational-use-statutes-in-state-supreme-courts/>

Measured Economic impact of bike infrastructure:

<https://www.waltonfamilyfoundation.org/about-us/newsroom/bicycling-provides-137-million-in-economic-benefits-to-northwest-arkansas>

Current survey data and broad resources in the bike industry:

www.peopleforbikes.com

<https://s3-us-west-2.amazonaws.com/static.peopleforbikes.org/uploads/BLCSurvey.pdf>

<https://wsd-pfb-sparkinfluence.s3.amazonaws.com/uploads/2019/04/Corona-Report-for-PFB-Participation-2018-for-Website.pdf>

Unbuilt trails projects nation wide:

<https://www.americantrails.org/shovel-ready-trail-projects>

Biking is essential:

<https://www.wri.org/blog/2020/04/coronavirus-biking-critical-in-cities>

Youth Racing:

<http://www.bhmba.org/youth>

<https://mtbvft.com/archives/25875>

<https://www.nationalmtb.org/>

Cyclocross Racing: basic introduction:

<https://www.youtube.com/watch?v=z0IKtpXSfIk>

RESOLUTION #07-20-20A

A RESOLUTION AUTHORIZING THE EXECUTION OF CONTRACTUAL DOCUMENTS WITH THE STATE OF SOUTH DAKOTA FOR THE RECEIPT OF CARES ACT FUNDS TO ADDRESS THE COVID-19 PUBLIC HEALTH CRISIS

WHEREAS, pursuant to section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020) (the “CARES Act”), the State of South Dakota has received federal funds that may only be used to cover costs that: (a) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (b) were not accounted for in the budget most recently approved as of March 27, 2020, for the State of South Dakota; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the City of Custer acknowledges that the State of South Dakota, in its sole discretion, may retain full use of these funds for the purposes delineated in the CARES Act; and

WHEREAS, the City of Custer acknowledges that in order to provide financial assistance to counties and municipalities in South Dakota, the State of South Dakota, in its sole discretion, may allocate CARES Act funds Act on a statewide basis to reimburse counties and municipalities as delineated herein; and

WHEREAS, the City of Custer seeks funding to reimburse eligible expenditures incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, the City of Custer acknowledges that any request for reimbursement of expenditures will only be for expenditures that were not accounted for in the budget for the City of Custer most recently approved as of March 27, 2020; and

WHEREAS, the City of Custer acknowledges that it will only seek reimbursement for costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Custer that the Mayor of Custer may execute any and all documents as required by the State in order to receive CARES Act funds.

IT IS FURTHER RESOLVED that any request for reimbursement will be only for those costs authorized by the State that: (1) Are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (2) Were not accounted for in the City budget most recently

approved as of March 27, 2020; and (3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

IT IS FURTHER RESOLVED that the City will not request reimbursement from the State under the CARES Act for costs for which the City previously received reimbursement, or for which the City has a reimbursement request pending before another source.

Approved and adopted this 20th day of July, 2020.

CITY OF CUSTER

ATTEST:

Corbin Herman, Mayor

Laurie Woodward, Finance Officer

(SEAL)

STATE OF SOUTH DAKOTA

**LOCAL GOVERNMENT COVID RECOVERY FUND
REIMBURSEMENT AGREEMENT**

This Agreement made and entered into by and between the Bureau of Finance and Management, a state agency, of 500 East Capitol Avenue, Pierre, South Dakota, (the “State”) and _____, a political subdivision of the State of South Dakota, of _____, South Dakota (the “Sub-recipient”).

WHEREAS, pursuant to section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020) (the “CARES Act”), the State of South Dakota has received federal funds that may only be used to cover costs that: (a) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (“COVID-19”); (b) were not accounted for in the budget most recently approved as of March 27, 2020, for the State of South Dakota; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the State of South Dakota, in its sole discretion, may retain full use of these funds for the purposes delineated in the CARES Act; and

WHEREAS, the Sub-recipient acknowledges that the State may, in its discretion, utilize CARES Act funds in order to assist counties and municipalities individually or on a statewide basis, all while ensuring compliance with the CARES Act; and

WHEREAS, in order to provide financial assistance to counties and municipalities in South Dakota, the State of South Dakota, in its sole discretion, has allocated a portion of said funds on a statewide basis to reimburse counties and municipalities for COVID-19 expenditures as delineated herein; and

WHEREAS, the Sub-recipient is a county or municipality and seeks funding to reimburse expenditures incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, the Sub-recipient acknowledges that any request for reimbursement of expenditures will only be for expenditures which were not accounted for in the Sub-recipient’s budget most recently approved as of March 27, 2020; and

WHEREAS, the Sub-recipient will only seek reimbursement for costs incurred during the period that began on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the State retains discretion, consistent with the CARES Act and related U.S. Department of Treasury (“Treasury”) guidance, to act on a statewide basis to ensure efficient and responsible use of available CARES Act funds and avoid duplicating benefits through overlapping programs at the county or municipality level.

NOW THEREFORE, in consideration of and pursuant to the terms and conditions set forth herein, the State hereby enters into this Agreement for reimbursement of certain expenditures with Sub-recipient.

- I. The Sub-recipient will submit to the State a reimbursement request, along with such supporting documentation acceptable to the State in its sole and absolute discretion, evidencing any eligible expenditure for which the Sub-recipient seeks reimbursement under this Agreement.
 - A. The Sub-recipient hereby declares that it does understand, agree, represent, and warrant that reimbursement under this Agreement will only be claimed for the purpose of covering allowable, allocable, and reasonable expenditures actually made by the Sub-recipient and that such costs:
 - (1) Are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
 - (2) Were not accounted for in the Sub-recipient's budget most recently approved as of March 27, 2020; and
 - (3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
 - B. The Sub-recipient separately represents and warrants that it will not claim reimbursement under this Agreement for expenditures 1) for which Sub-recipient previously received reimbursement from another source of funds including, but not limited to, other federal programs; or 2) for which Sub-recipient has a reimbursement request pending before another source of funds including, but not limited to, other federal programs. In the event Sub-recipient determines either of the conditions above apply to a reimbursement request that is pending or has been paid under this Agreement, it shall immediately provide notice to the State and withdraw its request or repay such funds provided hereunder, as applicable.
 - C. The Sub-recipient confirms the State may rely upon the foregoing representations and warranties in sections 1.A. and 1.B. on a continuing basis. Additionally, the Sub-recipient agrees submission of a reimbursement request shall act to reaffirm its representations and warranties as of the date of each such reimbursement request.
 - D. The Sub-recipient understands that further guidance concerning the authorized uses of federal COVID-19 funds is likely to become available on an ongoing basis due to the emergency nature of the federal program funding. The Sub-recipient therefore expressly agrees to be bound by the terms of any additional guidance the State may provide without further amendment of this Agreement, provided the State distributes such guidance via a circular memorandum, letter ruling, official

interpretive statement, FAQ, or other similarly formal expression of the State's position with respect to the administration of its federal award.

- E. To the extent further instruments, documents, or amendments may in the State's discretion become necessary either to achieve the purposes of this Agreement or to ensure the Sub-recipient's performance of its obligations herein, the Sub-recipient agrees it will execute such additional instruments, documents, or amendments at the State's request.
2. This Agreement shall be effective March 1, 2020 through December 30, 2020, unless sooner terminated pursuant to the terms hereof.
 3. Compliance with Laws and Federal Sub-recipient Status

The Sub-recipient will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to this Agreement, and will be solely responsible for obtaining current information on such requirements. By accepting this Agreement, the Sub-recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination.

- A. This Agreement specifically creates a recipient-sub-recipient relationship between the State and the Sub-recipient for federal funding purposes. As such, the Sub-recipient agrees to execute the Sub-recipient Responsibilities Annex contained in Annex A hereto. Upon execution, the Sub-recipient Responsibilities Annex shall be incorporated fully into this Agreement.
- B. In the event of a conflict between the provisions of the Sub-recipient Responsibilities Annex and those set forth in this Agreement, the terms and conditions of this Agreement shall prevail. Until execution of the Sub-recipient Responsibilities Annex and its incorporation into this Agreement, the State will have no obligation for reimbursement under this Agreement.
- C. The Sub-recipient understands and agrees that, in addition to the obligations in this Agreement, it will comply with all elements of the Uniform Grant Guidance (2 CFR 200.0 *et seq.*). Sub-recipient further understands and agrees that its obligation with respect to the Uniform Grant Guidance is an essential aspect of its performance under this Agreement and extends to, but is not limited to, the following:
 - Conflict of interest;
 - Mandatory disclosures;
 - Pre- and post-award requirements;
 - Cost principles;
 - Financial reporting;
 - Pass-through/sub-recipient requirements;

- Audit requirements.

4. Conditioned on the availability of funds, the State will make payment upon receipt and approval of a reimbursement request supported by such documentation required in Section 1 above. Consistent with currently applicable Treasury guidance, the State will allocate \$200 million of its CARES Act funding on a statewide basis for reimbursement of county and municipal COVID-19 expenditures. In order to ensure an equitable allocation of said amount among counties and municipalities, this amount has been further allocated among those various jurisdictions consistent with the general per capita allocation approach provided for in Treasury guidance. The foregoing notwithstanding, Sub-recipient agrees this is a reimbursement agreement and that Sub-recipient has no present or otherwise vested interest in or entitlement to receive the full calculated amount of any allocation and under no circumstances is Sub-recipient entitled to any advance payment of such allocation. The TOTAL CONTRACT AMOUNT for any county or municipality is not fixed and is ascertainable only to the extent to which the Sub-recipient incurs costs eligible under this Agreement and funding remains available. Further, the Sub-recipient understands the amount allocated for the purposes of this Agreement is subject to change at the State's sole discretion as a result of subsequent federal guidance, changing needs, or other conditions associated with COVID-19 response. There is no guarantee of Sub-recipient's reimbursement until the State actually makes payment. Payment under this Agreement will be made consistent with SDCL ch. 5-26.

Sub-recipient acknowledges that when necessary to ensure efficient use of CARES Act funds, to comply with the CARES Act and related Treasury guidance, or to meet the needs of South Dakota, the State's use of funds on behalf of local governments satisfies Treasury guidance that may indicate a state should transfer 45 percent of its allocation to local governments.

5. Sub-recipient will adopt and use proper methods of administering the assistance requested through this Agreement, including the enforcement of any obligations imposed by law for carrying out this grant and the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation. The foregoing responsibility for administration is in addition to any specific requirements outlined in Annex A or found in federal law or regulation, including those in 2 CFR 200.0 *et seq.*
6. Indemnification and Remedies
 - A. The Sub-recipient agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability, costs, attorney fees, or other proceedings that may arise as the result of its performance hereunder.
 - B. The State is providing funds hereunder on the basis of the Sub-recipient's undertakings in this Agreement. In addition to any other rights and remedies provided for elsewhere in the Agreement, including its Annex A, the Sub-recipient hereby agrees to repay the State an amount equal to any amount

disallowed by a subsequent audit or investigation, or the amount determined by a subsequent audit or investigation, as well as any excess funds it receives from the State under this Agreement. As security for, and additional comfort of, its ability to perform its repayment obligation under this Agreement, the Sub-recipient hereby grants to State a right of offset and intercept for any State funding or payment to which the Sub-recipient is entitled, now or in the future, for so long as any repayment obligation created by this section 6.B. remains unsatisfied.

- C. The various rights, powers, options, elections, and remedies of the State provided in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed the State by law, and shall in no way affect or impair the right of the State to pursue any other contractual, equitable, or legal remedy to which the State may be entitled. The election by the State of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.
7. This Agreement may be terminated by either party hereto upon thirty (30) days written notice, but in any event, this Agreement is automatically terminated on December 31, 2020. In the event the Sub-recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. The State may terminate this Agreement by providing reasonable notice, which notice may be less than ten (10) days, of its intent to reallocate all remaining funding to another COVID-19 response purpose and establishment of a date after which reimbursement for Sub-recipient's expenditures will no longer be available. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for reimbursement requests received prior to the date of termination. Without limiting the foregoing, and in order to a) ensure all reimbursements under this Agreement remain chargeable to federal funds under the CARES Act and not to State funds; and b) to ensure CARES Act funds may be reallocated to ensure full utilization for COVID-19 response throughout the state, the State may additionally establish a date prior to termination after which it will no longer accept reimbursement requests and provide notice of the same to Sub-recipient under Section 18 herein.
 8. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. If the State reallocates funds as contemplated in section 4 and remaining funding is insufficient to reimburse the Sub-recipient, this Agreement will be deemed terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
 9. This Agreement may not be assigned without the express prior written consent of the State. Except otherwise provided for herein, this Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

10. The State agrees to provide technical assistance regarding the State's rules, regulations, and policies to the Sub-recipient and to assist in the correction of problem areas identified by the State's monitoring activities.
11. Sub-recipient certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
12. State's Right to Approve Subcontractors, Sub-Sub-Recipients, and Others
 - A. The Sub-recipient will not use subcontractors or sub-sub-recipients to perform work under this Agreement without the express prior written consent of the State. The State reserves the right to complete a risk assessment on any proposed subcontractor or sub-sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and sub-sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-recipient will cause its subcontractors, sub-sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors and sub-sub-recipients. The Sub-recipient is required to assist in this process as needed.
 - B. The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.
13. Sub-recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.
14. The Sub-recipient agrees to abide by all applicable provisions of the following:

Byrd Anti Lobbying Amendment (31 USC 1352); Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180); Drug-Free Workplace; Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; Drug Abuse Office and Treatment Act of 1972; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; Age Discrimination Act of 1975; Americans with Disabilities Act of 1990; Pro-Children Act of 1994; Hatch Act; Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended; Clean Air Act; Federal Water Pollution Control Act; Charitable Choice Provisions and Regulations; Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38; the Violence Against Women Reauthorization Act of 2013; and American Recovery and Reinvestment Act of 2009, as applicable; any other nondiscrimination provision in the specific statute(s) under which application for federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

15. The Sub-recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient review of any reimbursements made hereunder, including records and documents regarding applications, determination for eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. Sub-recipient's obligations above shall in no way limit the application of the additional record requirements outlined in Annex A – Sub-recipient Responsibilities Annex.
16. Pursuant to Executive Order 2020-01, for contractors, vendors, suppliers, or subcontracts with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this contract the Sub-recipient certifies and agrees that it has not refused to transact business activities, have not terminated business activities, and have not taken other similar actions intended to limit its commercial relations, related to the subject matter of the contract, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this contract. The Sub-recipient further agrees to provide immediate written notice to the State if during the term of the contract it no longer complies with this certification, and agrees such noncompliance may be grounds for contract termination.
17. This Agreement, together with all amendments and attachments hereto, is a public record. Subject to the provisions of SDCL 1-27 referenced below, the parties further agree that all supporting documentation for reimbursements under this Agreement is a public record, may be posted online by the State, and in any case will be made available upon

request to members of the public. Confidential information or information protected from disclosure under SDCL 1-27 may be removed or redacted from any posting.

18. Any notice or other communication required under this Agreement shall be in writing and sent to the addresses set forth above. Notices shall be given by and to **Liza Clark** on behalf of the State, and by and to the **Sub-recipient signatory** , on behalf of the Sub-recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
19. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.
20. In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision that would require or permit the application of another jurisdiction's substantive law. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
22. The State acknowledges this Agreement is authorized under the provisions of SDCL § 5-18A-9 and that per SDCL § 5-18D-21(6) this Agreement is exempt from the bidding provisions of SDCL §§ 5-18D-17 to 5-18D-20, inclusive.

[SIGNATURE PAGE FOLLOWS]

In Witness Whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

STATE

SUB-RECIPIENT

By:

By:

Liza Clark, Commissioner
Bureau of Finance and Management

Date

Date

ANNEX A

STATE OF SOUTH DAKOTA
BUREAU OF FINANCE AND MANAGEMENT

Sub-recipient Responsibilities Annex
Between

| | |
|------------------|--|
| City, State, Zip | State of South Dakota Bureau of Finance and Management 500 E. Capital Avenue Pierre, SD 57501 |
|------------------|--|

Referred to as Sub-recipient

Referred to as State

The State and Sub-recipient hereby enter into this Sub-recipient Responsibilities Annex (together with the Reimbursement Agreement, the "Agreement" hereinafter) for a grant award of Federal financial assistance to Sub-recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION

Information for the Federal Award Identification, as described in 2 CFR 200.331(a) may be inserted below or may be included in an attached Exhibit A and, if attached, is incorporated herein. In the event of a change in the award or funding source, the information inserted below or included in Exhibit A may change. Sub-recipient's consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This Agreement shall be effective as provided for in Section 2 of the Reimbursement Agreement.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS (add an addendum if needed; if an addendum is used it is incorporated herein):

A. The Sub-recipient will undertake and complete the work or performance as described in Exhibit A.

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of reimbursing costs incurred by Sub-recipient pursuant to the Coronavirus Relief Fund (Section 601 (a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("Cares Act")). The amounts are indicated in Exhibit A, line f.

5. RISK ASSESSMENTS, MONITORING AND REMEDIES

Risk assessments will be ongoing throughout the project period. Sub-recipient agrees to allow the State to monitor Sub-recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

Sub-recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by Sub-recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-recipient. In the event Sub-recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three -year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-recipient by the State, shall be retained in Sub-recipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-recipient's established record retention policies.

All payments to the Sub-recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-recipient.

7. AUDIT REQUIREMENTS:

If Sub-recipient expends \$750,000 or more in federal awards during the Sub-recipient's fiscal year, the Sub-recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

If the Sub-recipient expends less than \$750,000 during any Sub-recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the 9th month following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely resolved.

The Sub-recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-recipient must be made available if needed and upon request at the Sub-recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2 CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION

By signing this Agreement, Sub-recipient attests to the following requirements as set forth in SDCL § 1-56-10:

- (A) A conflict of interest policy is enforced within the recipient's or Sub-recipient's organization;
- (B) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or Sub-recipient's website;
- (C) An effective internal control system is employed by the recipient's or Sub-recipient's organization; and
- (D) If applicable, the recipient or Sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or Sub-recipient's website.

Sub-recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

If Sub-recipient is a non-state agency they agree to disclose to the State, in writing, any conflicts of interest that exist under the Sub-recipient's conflict of interest policy. The State will publicly post any disclosed conflicts of interest along with the corresponding grant agreement on the OpenSD website.

In the event of a significant change in the conflict of interest policy, Sub-recipient agrees to provide immediate notice of such change to the State and provide a copy of the new conflict of interest policy. Sub-recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT

The State will prepare the closeout documents for grants less than \$250,000, which will consist of a (1) signed request to close the grant from the subrecipient. The State will prepare the closeout documents for grants \$250,000 or more, consisting of (1) a signed request to close the grant from the subrecipient and (2) an accounting from the subrecipient of all costs expended in conjunction with the grant. The State will review the accounting for accuracy or necessary corrections and upon verification of accuracy the State will submit the closeout to the federal agency for final reconciliation. Whether or not audits were conducted during the Agreement term, a final financial and compliance audit may be initiated up to three years after the closeout. If either the final financial report or the final audit discloses an overpayment to the sub-recipient, the State may, at its option, either require the sub-recipient to repay the overpayment to the State or deduct the amount of overpayment from monies due the sub-recipient under this Agreement or under any other agreement between the sub-recipient and the State.

10. PROCUREMENT

Sub-recipient agrees to follow procurements standards as found in 2 CFR 200.317 through 2 CFR 200.326 and SDCL 5-18A.

11. COST PRINCIPLES:

Sub-recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

12. PROPERTY MANAGEMENT STANDARDS:

The sub-recipient agrees to observe Federal Government uniform standards governing the utilization of property whose cost was charged to a project supported by a Federal grant.

13. LICENSING AND STANDARD COMPLIANCE:

The sub-recipient agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The sub-recipient will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Sub-recipient's failure to ensure the safety of all individuals served is assumed entirely by the Sub-recipient.

D. AUTHORIZED SIGNATURES:

[SIGNATURE PAGE FOLLOWS]

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

Insert Sub-recipient's Authorized Signature Name and Title

Date

Liza Clark, Commissioner, Bureau of Finance and Management

Date

Exhibit A

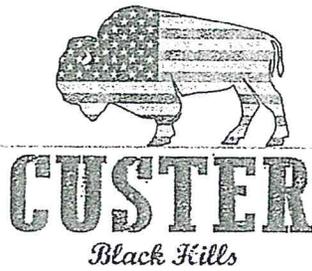
FEDERAL AWARD IDENTIFICATION

- a. Sub-recipient's name (which must match the name associated with its DUNS number):
- b. Sub-recipient's DUNS number and unique entity identifier:
- c. Federal Award Identification Number (FAIN):
- d. Federal Award Date: March 27, 2020
- e. Sub-award Period of Performance: *March 1, 2020 to December 30, 2020*
- f. Amount of federal funds obligated to the sub-recipient by this agreement: To Be Determined
- g. Total amount of the federal funds obligated to the sub-recipient:
- h. Total amount of the federal award committed to the sub-recipient:
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows:

This grant is made for the purpose of reimbursing costs incurred by Sub-recipient pursuant to the Coronavirus Relief Fund (Section 601 (a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("Cares Act").
- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

Awarding Agency: U.S. Department of the Treasury
Pass-through Entity: SD Bureau of Finance and Management
Contact Information: Monte R. Kramer
605-773-4743

- k. CFDA No(s) and Name(s): 21.019 – Coronavirus Relief Fund
- l. Is the grant award for research and development (R&D)? Yes ___ No X
- m. Indirect Cost Rate for federal award: Not Applicable



July 15, 2020

Dear Custer City Council Members:

The Custer Area Chamber of Commerce would like to request a street closure for south Sixth Street from Mt. Rushmore Road to Washington Street, on Sunday, September 6th for the Studebaker Car Show.

If you have any questions about social distancing, sanitation procedures, etc I would be happy to put you in touch with a member of the car club.

Thank you for your consideration!

Sincerely,

Dolsee Davenport
Executive Director
Custer Area Chamber of Commerce
ddavenport@custersd.com
605-673-2244



INSURANCE BENEFITS, INC. – FUND ADMINISTRATOR
4901 S. Isabel Place #210, Sioux Falls, SD 57108
Telephone: 800-233-9073 Fax: 605-275-6193
info@sdblwcfund.com www.sdblwcfund.com

2020 SDML Workers' Compensation Fund Trenching and Confined Space Entry Safety Equipment Grant Application

***To be considered for the SDML WC FUND GRANT, this application must be completed and received or postmarked by 5:00 P.M. December 31st 2020, CST.**



Background: The SDML Workers' Compensation Fund (SDML WC Fund) has funds available to grant to public entities that have their workers' compensation coverage through the SDML WC Fund, for the purchase of one new piece of qualified and approved Trenching and Confined Space Entry Safety Equipment. Only new equipment is eligible for the grant. Used or refurbished equipment is not eligible for the grant.

Funds will be distributed in a 50/50 matching grant with the SDML WC Fund providing 50% of the purchase price subject to a \$1,000 maximum per grant.

Common examples of trenching and confined space entry safety equipment include the following:

Trench Boxes

Hydraulic Shoring

Gas detectors with and without calibration kits

Full body harness

Tripods

Blowers

Purpose: To provide public entities with beneficial equipment in an effort to reduce risk and injury to the public entity employees during an activity involving trenching and confined space entry.

Deadline of Applications: Grants will be awarded on a first come, first received basis until the grant funds are exhausted. If grant funds are available, the final deadline to submit an application is 5:00 P.M., Dec. 31st 2020, CST. Applications must be received or postmarked by this date to be considered for the grant and if you receive a grant your order must be placed prior to Jan 31st, 2021. Applications should be delivered to:

SDML WC Fund
c/o Insurance Benefits, Inc.
4901 S. Isabel Pl #210
Sioux Falls, SD 57108
Email: info@sdmlwcfund.com
Fax 605-275-6193

It is recommended that the application be sent by e-mail or certified mail to receive an acknowledgement of receipt of the application. Applications will also be accepted in electronic form at the email address above. Applicants that file applications electronically will receive an email confirmation from the SDML WC Fund Administrator.

Application Availability:

Applications are available online at www.sdmlwcfund.com or can be obtained by contacting Brad Wilson or Ladene Bachtell at Insurance Benefits, Inc. at 800-233-9073.



Award Notification Date: All applicants will be notified of their receipt or non-receipt of awards no later than January 12, 2021.

Selection Criteria: Applications will be reviewed and funds will be awarded using the following selection criteria:

- Approval by Safety Benefits, Inc. that requested equipment meets all current standards for its intended purpose
- Presentation of a logical needs statement
- Member's compliance with previous loss control recommendations
- Member's financial hardship
- In depth description of the availability of your 50% out-of-pocket funds
- Grant funds available

Eligibility Requirements:

Eligibility: Applicant must be a current member of the SDML Workers' Compensation Fund as of the date that the application for the Grant is being made, and in the year the Grant will be distributed.

Application Guidelines:

The SDML Workers' Compensation Fund has the discretion in approving or denying any, all, or a portion of the grant applications. A member may apply once per calendar year and the grant only applies to one new piece of equipment. Only new equipment is eligible for the grant. Used or refurbished equipment is not eligible for the grant.

All applications must include the following completed sections:

- Organization information (page 4)
- Narrative (page 5)
- Signature page (page 6)



Organization Information:

Applicant/Member: City of Custer City

Address: 622 Crook Street
Custer, SD 57730

Department Involved: Public Works

Project Contact: Brian Raber, Public Works Director Phone: 605-673-4824 Fax: 673-2411

Email: brian@cityofcuster.com

Alternate Contact (if any): Laurie Woodward, Finance Officer Phone: 605-673-4824

Email: laurie@cityofcuster.com

Full-time staff: 9 employees in Public Works

Estimated number of times employees are subject to the following during the year:

Trench/Excavation Entry: 12

Confined Space Entry: _____



Narrative
(use additional pages as necessary)

Part I. Please fully describe the equipment to be purchased: Please include manufacturer and model number if applicable.

GME 3L68 6x8' Trench Shield 36" spreaders (set of 4)

Part II. Needs Statement:

- a) Please describe what Trenching and/or Confined Space Entry equipment you currently have:

Hand operated hydraulic incorporating plywood walls.

- b) Explain how receiving this new Safety Equipment will improve employee safety and prevent injuries within your organization. Also, describe your current Trenching and Confined Space Entry protocol and how you will change it if awarded a grant to purchase new Safety Equipment.

Protocol for trenching is to slope or step trench and use trench box only in tight conditions. Continuing wet weather causing increased soil instability and soil weight makes current equipment questionable. Congested utility easements (fiber optics, etc) has created narrower avenues for trenching making it increasingly impractical to slope trench for proper access.

- c) Please include any unique personnel data or information that you would like the SDML WC Fund to know about your entity/department when considering this grant application (i.e. opportunities to use the Trenching and Confined Space Entry Safety Equipment):

We take personnel and public safety seriously, have reduced claims and strive to improve our safety program and equipment when the opportunity arises.



Part III. Explanation for lack of available funds:

- a) Explain why your entity/department needs assistance with funding to purchase this equipment. Please include an overview of the current budget and planned expenditures in FY 2020 and for FY 2021 to provide the matching funds for this grant:

Total budget for safety equipment and training for 2020 is \$2,000 for the water fund and \$2,000 for the sewer fund. Water and sewer would be the primary functions that the trench box would be used for. Year to date we have fixed our discharge sewer line two times and hired a contractor to dig both times, which has created unexpected expenditures for a fund that is already unhealthy. We are also in the process of working towards financing a \$14 million dollar sewer project which includes a new discharge line. Obviously COVID has also increased our safety expenditures this year. We foresee the same budget for safety equipment and training in 2021.

- b) If benefits of this project will aid or involve other departments, members or organizations, please describe:

Emergency response such as Volunteer Fire Department and County Search & Rescue.

Total budget for the project: \$4,505

Portion funded by applicant: \$3,505

Total from other sources: \$1,000 SDML Grant

Additional Information:

Signature of applicant: _____ Date: _____

Project and application authorized by: (governing body) _____

Signature (Authorizing Person): _____ Date: _____

Print Name (Authorizing Person): _____ Title: _____





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

Staff Report

Request: Preliminary Plat, A Plat of Gaulke Tract North and Gaulke Tract South
Applicant: Douglas Gaulke
Location: Approximately 1.0-mile North North/West of Custer. Hwy 16/385, Custer Limestone Road, Mica Ridge Road
Legal Desc.: Gaulke Tract North and Gaulke Tract South - See Plat for full legal
Fee Paid: \$450.00
Date Prepared: June 8, 2020
City Council Meeting: July 20, 2020
Prepared by Tim Hartmann, Planning Administrator

GENERAL

This plat is for a two-parcel subdivision that is not within the city of Custer but is subject to review by the City under the City's extraterritorial jurisdiction. The proposed plat will divide the existing Lot F (1.93 acres) into two Tracts, Gaulke Tract North (1.17 acres) and Gaulke Tract South (0.76 acres). The existing Lot F has a log home and 2 cabins. The log home is located on the proposed Gaulke Tract North and the two cabins are located on the proposed Gaulke Tract South. Each proposed lot currently has an existed septic system.

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

COMPREHENSIVE PLAN

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

ROUTING SHEET RESPONSES

CC ROD – minor grammatical and legal desc. Input.

ACCESS

Existing access to the area is provided from US Hwy 16/385, Custer Limestone Road, and Mica Ridge Road.

Mica Ridge Road is a 66' Public Access Easement. Half of such easement is shared by the property as Mica Ridge Road continues through the property.

Access to both proposed lots is currently and will continue to be provided directly to Mica Ridge Road.

LOT SIZE VARIANCE – APPROVED BY CUSTER COUNTY

The proposed Gaulke Tract South falls short of the Counties minimum 1-acre lot size. See approved County variance, notes and details provided by Mr. Gaulke regarding previous actions to allow this "non-conforming" lot.

PREVIOUS ACTION BY PLANNING COMMISSION

The Planning Commission reviewed this plat at their June 23rd meeting. Well agreement as discussed is attached in this packet.

a. Minor Plat – A Plat of Gaulke Tract North and Gaulke Tract South

Planning Commission reviewed the plat following the Comp Plan discussion and Commissioner Hudson's arrival. A discussion was held primarily including previous action by Custer County and the State of South Dakota for the nonconforming lot and the location of existing well and septic systems. After the discussion, Commissioner Mills moved, with a second by Commissioner Hudson to table this plat pending receipt of the planed shared well agreement for the well that will continue to serve both parcels. Commissioner Mills motion carried with Commissioners Johnson, Hudson, Uhrich and Mills all voting yes.

The Planning Commission revisited this plat at their July 14th meeting. The previously discussed well agreement was discussed briefly.

a. Minor Plat – A Plat of Gaulke Tract North and Gaulke Tract South

Planning Administrator gave a brief update on the plat. A discussion was held primarily including the shared well and shared well agreement. Mr. Gaulke answered questions. After the discussion, Commissioner Uhrich moved, with a second by Commissioner Olson to recommend approval of the Plat by the Council. Commissioner Uhrich's motion carried with Commissioners Johnson, Olson, Hudson, Uhrich and Mills all voting yes.

Staff and PC both recommend approval of the Minor Plat.

A PLAT OF
**GAULKE TRACT NORTH AND GAULKE TRACT SOUTH, LOCATED IN
 THE W 1/2 OF SECTION 15, T3S, R4E, BHM, CUSTER COUNTY, SOUTH
 DAKOTA**

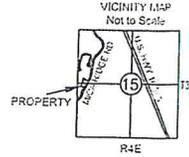
FORMERLY LOT F OF LOT 3 OF TRACT B OF M.S. 2063

NOTE: See Book 8 of Plats
 on Page 80 for plat of LOT
 F OF M.S. 2063.



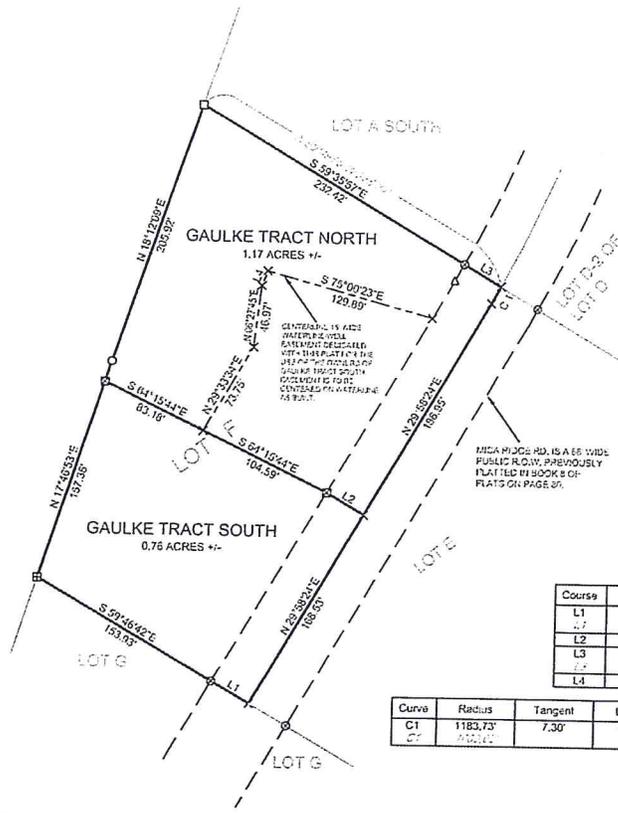
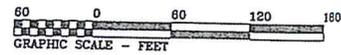
DATE SURVEYED
 26 May 2020

BASIS OF BEARING - GPS OBSERVATION
 taken N 29°31'31"E 720.09' from the NW corner
 of Gaulke Tract North.
 OPUS STATIC SOLUTION MAD33(2011)
 LAT: -43°47'28.8447"
 LONG: -103°38'7.8442"



LEGEND

- Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 6205"
- △ Set rebar w/plastic cap marked "ANDERSEN ENG PLS 5905"
- Found rebar w/aluminum cap marked "BUCKHORN LS 4895"
- ⊙ Found rebar w/aluminum cap marked "BRYANT LS 2195"
- Found rebar w/plastic cap marked "HANSON 6251"
- Found Rebar
- × angle point not monumented
- Slant lettering denotes record calls



| Course | Bearing | Distance |
|--------|---------------|----------|
| L1 | S 59°42'50" E | 33.10' |
| L2 | S 60°01'36" E | 33.00' |
| L3 | S 69°03'27" E | 32.85' |
| L4 | N 20°46'40" E | 11.56' |

| Curve | Radius | Tangent | Length | Delta | Degree | Chord | Chord Bear. |
|-------|----------|---------|--------|----------|----------|--------|---------------|
| C1 | 1183.73' | 7.30' | 14.60' | 0°42'24" | 4°50'25" | 14.60' | S 38°18'00" W |

NOTE: 10 FEET EACH SIDE OF REAR AND SIDE LOT LINES ARE RESERVED FOR UTILITY EASEMENTS, IF BOTH SIDES OF THE LOT LINES ARE NOT CONTROLLED BY THIS PLAT THE ENTIRE 20' WIDE EASEMENT WILL BE TAKEN FROM THE LOT.

No area of special flood hazard exists within this subdivision according to Flood Hazard Insurance Rate Map Panel No. 45030000026P, effective date: Jan. 6, 2012. The placement of, or 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 County'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 protection, conform to and follow all regulations of the South Dakota Department of Environment and Natural Resources relating to the same.

CERTIFICATE OF SURVEYOR

I, Dustin M. Ross Registered Land Surveyor No. 13405 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 ___, 2020.

Dustin M. Ross SDRLS No. 13405

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 ___, 2020.

Director of Equalization of Custer County

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 same set forth therein conforms 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 its survey thereof have been reviewed 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 ___, 2020.

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 ___, 2020.

Custer City Finance Officer

STATE OF _____ COUNTY OF _____
 We, Douglas W. Gaulke and Lisa A. Gaulke, 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 ___, 2020.

Douglas W. Gaulke

Lisa A. Gaulke

ACKNOWLEDGMENT OF OWNERSHIP

STATE OF _____ COUNTY OF _____
 On this ___ day of ___, 2020 before me, a Notary Public, personally appeared Douglas W. Gaulke and Lisa A. Gaulke, 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 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 ___, 2020.

Custer County Treasurer

OFFICE OF THE REGISTER OF DEEDS

Filed for record this ___ day of ___, 2020, at _____ o'clock _____ M. and recorded in Book _____ of Plats on page _____

Custer County Register of Deeds

ANDERSEN ENGINEERS
Land Survey, Engineering & Environmental Solutions

| | | |
|--------------------|------------------|--|
| Drawn by DR | Date 6-5-2020 | P.O. Box 448 Custer, SD 57735 (605) 238-0700 |
| Approved by MJB | Date 6-5-2020 | andersonengineers@cycnet.net |
| Scale 1"=50' | Sheet 1 of 1 | File Name 15-2063-001 |

Advanced Drug Testing, Safety, \$26.00
Black Hills Urgent Care & Occupational Medicine, Safety, \$190.00
Black Hills Chemical, Supplies, \$865.69
Black Hills Gravel, Supplies, \$375.88
Culligan, Repairs and Maintenance, \$18.50
Chamber of Commerce, Sales Tax Subsidy, \$12,248.84
Custer County Treasurer, Law Enforcement Contract, \$96,250.00
Custer Ace, Supplies, Repairs & Maintenance, \$1,252.98
Discovery Benefits, Supplies, \$27.00
East Custer Sewer District, Sewer District Contract, \$2,600.00
Fastenal, Supplies, \$501.15
First National Bank, Loan Payment, \$15,477.11
Floyd's Truck Center, Repairs & Maintenance, \$395.08
First Interstate Bank, Supplies, \$51.70
French Creek Supply, Supplies, Repairs and Maintenance, \$165.62
Jenny's Floral, Supplies, \$69.99
Lab Corp, Safety, \$139.50
Liberty – Rapid City, Equipment, \$23,906.09
Lynn's Dakotamart, Supplies, \$118.03
Mcdonnell, Chantel, BID Board Advertising Work, \$500.00
Pace, Supplies, \$493.55
Petty Cash, Supplies, \$130.76
Raber Brian, Reimbursement, \$175.00
Rapid Delivery, Professional Fees, \$93.76
Regional Health Network, Sales Tax Subsidy, \$46,338.28
Servall, Supplies, \$134.53
State of SD, Sales Tax Payable, Licensing, \$1,343.90
SD One Call, Supplies, \$197.40
Unemployment Insurance Division, 2nd Quarter, \$83.51
WEAVE, 2020 Subsidy, \$5,000.00
Kinnamon, Timothy/ Kellie, Utility Refund, \$13.86
Total Claims \$ 209,183.71

