All City Council Meetings are recorded.

CITY OF CUSTER CITY
COUNCIL AGENDA
March 16th, 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 – March 2nd, 2020 Meeting

4. Declaration of Conflict of Interest

5. Public Hearings - Public Presentations
    a. Second Reading – Ordinance #835 – Official Zoning Map
    b. Executive Proclamation – Ducks Unlimited Day
    c. Executive Proclamation – Tim Sander Day
    d.
    e.
6. Public Comments (3-minute max. per person, with total public comment period not to exceed 15 minutes)
7. Old Business
    a.
    b.
8. New Business
    a. Gold Discovery Days Request – Chamber of Commerce
    b. BID Marketing Contract – Lawrence & Schiller
    c. BID Social Media Contract – Chantel McDonnell
    d. Use Agreement for Community Center Gym - YMCA
    e. Pool Management Contract – YMCA
    f. Bike Rack Donation & Placement
    g. Certification Increase
    h. Employee Step Increase
    i.
9. Presentation of Claims -
10. Department Head Discussion & Committee Reports –
11. Possible Executive Session – Personnel (1&4), Proposed/Pending Litigation (3), & Contract Negotiations (3) (SDCL 1-25-2(1,2,3,4,5,6))
12. Adjournment

CITY OF CUSTER CITY
BOARD OF ADJUSTMENT AGENDA
March 16th, 2020 – City Hall Council Chambers
Following Council Meeting.

1. Call to Order - Roll Call
2. Approval of Minutes – March 2nd, 2020 Board of Adjustment Meeting
3 Adjournment

REMINDERS

Park & Recreation Committee Meeting – March 17th,2020 5:30 P.M. – CANCELLED
Public Works Committee Meeting – April 6th, 2020 4:30 P.M.
Regular City Council Meeting – April 6th, 2020 5:30 P.M.
General Government Committee Meeting – April 13th, 2020 4:00 P.M.
Planning Commission Meeting – April 14th, 2020 5:00 P.M.
Regular City Council Meeting – April 20th, 2020 5:30 P.M.

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

CITY OF CUSTER CITY
COUNCIL PROCEEDINGS- REGULAR SESSION
March 2nd, 2020

Mayor Corbin Herman called to order the first meeting of the Common Council for the month of March 2020 at 5:30 p.m. Present at roll call were Councilpersons Whittaker, Moore, Ryan and Blom (by phone). Attorney Beesley was also present. The Pledge of Allegiance was stated.

AGENDA

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

MINUTES

Councilperson Ryan moved, with a second by Councilperson Moore, to approve the minutes from the February 18th council meeting. The motion unanimously carried.

CONFLICTS OF INTEREST

No conflicts of interest were stated.

PUBLIC HEARING –

RETAIL ON-OFF SALE MALT BEVERAGE & SD FARM WINE LICENSE TRANSFER – CALAMITY JANE COFFEE SHOP

RETAIL ON-OFF SALE WINE & CIDER LICENSE – CALAMITY JANE COFFEE SHOP

RETAIL ON-OFF SALE MALT BEVERAGE & SD FARM WINE LICENSE – CUSTER OUTDOOR SHOP

RETAIL ON-OFF SALE WINE & CIDER LICENSE – CUSTER OUTDOOR SHOP

RETAIL ON-OFF MALT BEVERAGE & SD FARM WINE LICENSE TRANSFER – CUSTER WOLF

RETAIL ON-OFF SALE WINE & CIDER LICENSE TRANSFER – CUSTER WOLF

RETAIL ON-OFF SALE MALT BEVERAGE & SD FARM WINE LICENSE – GOOD KARMA

Councilperson Moore moved to approve the above listed licenses contingent upon proof of insurance being provided. Seconded by Councilperson Whittaker, the motion carried with Councilperson Moore, Blom, Ryan and Whittaker voting yes.

FIRST READING – ORDINANCE #835 – OFFICIAL ZONING MAP

Councilperson Whittaker moved to approve Ordinance #835, Official Zoning Map. Seconded by Councilperson Moore, the motion carried with Councilperson Blom, Ryan, Whittaker and Moore voting yes.

PLACEMENT AGENT AGREEMENT – DOUGHERTY & COMPANY

Councilperson Whittaker moved to approve the placement agent agreement with Dougherty & Company for issuance of Water Revenue Bonds, Series 2020 for a fee of $20,000 and authorize the Finance Officer to sign the agreement. Seconded by Councilperson Moore, the motion carried with Councilperson Ryan, Whittaker, Moore and Blom voting yes.

RESOLUTION #03-02-2020A – APPROVAL TO THE ISSURANCE & SALE OF WATER REVENUE BONDS (REFINANCE USDA LOAN)

Councilperson Moore moved to adopt Resolution #03-02-2020A, Approval to the Issuance & Sale of Water Revenue Bonds and Post-Issuance Compliance Policy. Seconded by Councilperson Whittaker, the motion carried with Councilperson Whittaker, Moore, Blom and Ryan voting yes.

RESOLUTION NO. 03-02-2020A

RESOLUTION GIVING APPROVAL TO THE ISSUANCE AND SALE OF WATER REVENUE BONDS, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED ONE MILLION EIGHT HUNDRED THOUSAND ($1,800,000) OF THE CITY OF CUSTER OF CUSTER COUNTY, SOUTH DAKOTA, APPROVING THE FORM OF THE REFUNDING BONDS AND PLEDGING CERTAIN REVENUES AND COLLATERAL TO SECURE THE PAYMENT OF THE REFUNDING BONDS; AND CREATING SPECIAL FUNDS AND ACCOUNTS FOR THE ADMINISTRATION OF FUNDS AND RETIREMENT OF THE REFUNDING BONDS.

WHEREAS, the City of Custer is authorized by the provisions of SDCL §§ 6-8B-30 through 6-8B-52 to issue Water Revenue Bonds to refund and refinance validly issued outstanding Water Revenue Bond, Series 2007 (the "Refunded Bond") of the City; and

WHEREAS, the City Council has determined that refunding certain water utility revenue bonds of the City will reduce the interest expense to the City; and

WHEREAS, the City Council has determined that is necessary and in the best interest of the City to issue Water Revenue Bonds, Series 2020A for the purpose of providing funds to (i) refund the outstanding Water Revenue Bond, Series 2007 (the "Refunded Bond"), and (ii) to pay the costs of issuance of the Bonds described herein.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CUSTER OF CUSTER COUNTY, AS FOLLOWS:

ARTICLE I. DEFINITIONS

Section 1.1. Definition of Terms.

In addition to the words and terms elsewhere defined in this Bond Resolution, the following words and terms as used herein, whether or not the words have initial capitals, shall have the following meanings, unless the context or use indicates another or different meaning or intent, and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined:

"Act" means collectively SDCL Chapter 6-8B and Title 9-40, as amended.

"Additional Bonds" means the additional parity bonds authorized to be issued by the City.

"Authorized Officer of the City" means the Mayor and the Finance Officer, or, in the case of any act to be performed or duty to be discharged, any other member, officer, or employee of the City then authorized to perform such act or discharge such duty.

"Bonds" means collectively not to exceed $1,800,000 in aggregate principal amount of Water Revenue Bonds, Series 2020A, dated Closing Date, or such other designation or date as shall be determined by the City Council pursuant to Section 8.1 hereof, authorized and issued under the Bond Resolution.

"Bond Counsel" means Meierhenry Sargent LLP, a firm of attorneys recognized as having experience in matters relating to the issuance of state or local governmental obligations.

"Bond Payment Date" means each date on which interest, or both principal and interest, shall be payable on the Bonds so long as any of the Bonds shall be outstanding.

"Bond Purchase Agreement" means the Bond Purchase Agreement authorized pursuant to and described in Section 8.1 hereof by and between the City and the Purchaser.

"Bond Resolution" means this Resolution as it may be amended from time to time.

"Bondholder", "Holder" and "Registered Owner" means the registered owner of a Bond, including any nominee of a Depository.

"Book-Entry Form" or "Book-Entry System" means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository or to its nominee as Registered Owner, with the certificated bonds being held by and "immobilized" in the custody of such Depository, and under which records maintained by persons, other than the City or the Registration Agent, constitute the written record that identifies, and records the transfer of the beneficial "book-entry" interests in those b-9onds.

"City" means the City of Custer, Custer County, South Dakota.

"City Council" means the City Council of the City elected pursuant to the provisions of the Charter.

"City of Custer" means the City of Custer, Custer County, South Dakota.

"Closing Date" means the date of delivery and payment of the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the United States Department of Treasury promulgated thereunder as in effect on the date of issuance of the Bonds.

"Finance Officer" means the Finance Officer of the City appointed pursuant to the provisions of South Dakota Codified Laws Title 9 or, in the absence of such appointment or in the event the person so appointed is unable or incapable of acting in such capacity, the person appointed by the Mayor and approved by the City Council to perform the duties otherwise performed by the Finance Officer, or his/her designee.

"Interest Payment Date" means each date on which interest shall be payable on the Bonds so long as any of the Bonds shall be outstanding.

"Mayor" means the Mayor elected pursuant to the provisions of the SDCL 9-13 or his or her designee acting on his or her behalf pursuant to the Charter.

"Original Issue Discount or OID" means an amount by which the par value of a security exceeds its public offering price at the time of its original issuance.

"Original Issue Premium or OIP" means the amount by which the public offering price of a security at the time of its original issuance exceeds its par value.

"Outstanding," "Bonds Outstanding," or "Outstanding Bonds" means, as of a particular date all Bonds issued and delivered under this Bond Resolution except: (1) any Bond paid or redeemed or otherwise canceled by the City at or before such date; (2) any Bond for the payment of which cash, equal to the principal amount thereof with interest to date of maturity, shall have theretofore been deposited prior to maturity by the City for the benefit of the Owner thereof; (3) any Bond for the redemption of which cash, equal to the redemption price thereof with interest to the redemption date, shall have theretofore been deposited with the Registration Agent and for which notice of redemption shall have been mailed in accordance with this Bond Resolution; (4) any Bond in lieu of or in substitution for which another Bond shall have been delivered pursuant to this Resolution, unless proof satisfactory to the City is presented that any Bond, for which a Bond in lieu of or in substitution therefor shall have been delivered, is held by a bona fide purchaser, as that term is defined in Article 8 of the Uniform Commercial Code of the State, as amended, in which case both the Bond in lieu of or in substitution for which a new Bond has

been delivered and such new Bond so delivered therefor shall be deemed Outstanding; and, (5) any Bond deemed paid under the provisions of Article VII of this Resolution, except that any such Bond shall be considered Outstanding until the maturity or redemption date thereof only for the purposes of being exchanged, transferred, or registered.

"Paying Agent" means the Finance Officer or his or her successor or successors hereafter appointed in the manner provided in Article VI hereof.

"Person" means an individual, partnership, corporation, trust, or unincorporated organization, or a governmental entity or agency or political subdivision thereof.

"Placement Agent" means Dougherty & Company LLC acting for and on behalf of itself and such securities dealers as it may designate.

"President" means the President of the City Council who may act for the Mayor in the absence of the Mayor.

"Purchaser" means Dacotah Bank, PO Box 1560, Aberdeen, South Dakota 57402.

"Record Date" means the dates preceding an Interest Payment Date upon which the Holder will be determined for payment purposes.

"Refunded Bond" means the Water Revenue Bond, Series 2007 dated January 12, 2007.

"Registration Agent" means Finance Officer or his or her successor or successors hereafter appointed in the manner provided in Article VI hereof.

"Resolution" means this Bond Resolution.

"Schedule" means the schedule which indicates the principal and interest payments on the Bonds.

"Series 2007 Bonds" means the City's outstanding Water Revenue Bond, Series 2007 dated January 12, 2007.

"Series 2020A Bonds" means not to exceed $1,800,000 in aggregate principal amount of Water Revenue Bonds, Series 2020A.

"System" means The City's water utility system (the "Utility System") provides waterworks for the purpose of providing water and water supply for municipal, industrial, and domestic purposes and has determined that improvements to the waterworks are necessary for the conduct of its governmental programs and qualifies as an improvement, extension or addition to its waterworks system.

Section 1.2. References to Resolution.

The words "hereof", "herein", "hereunder", and other words of similar import refer to this Bond Resolution as a whole.

Section 1.3. References to Articles, Sections, Etc.

References to Articles, Sections, and other subdivisions of this Bond Resolution are to the designated Articles, Sections, and other subdivisions of this Bond Resolution as originally adopted.

Section 1.4. Headings.

The headings of this Bond Resolution are for convenience only and shall not define or limit the provisions hereof.

ARTICLE II. FINDINGS

Section 2.1.

It is hereby found and determined by the City Council as follows:

(a) The refunding of the Refunded Bond as set forth herein through the issuance of the Bonds will result in the reduction in debt service payable by the City over the term of the Refunded Bond thereby effecting a cost savings to the public;

(b) It is advantageous to the City to deposit a portion of the proceeds from the sale of the Bonds and other funds of the City, if any, with the paying agent of the Refunded Bond, that will be sufficient to pay principal of, premium, if any, and interest on the Refunded Bond.

(c) The City hereby determines that all limitations upon the issuance of Bonds have been met and the Bonds are being authorized, issued and sold in accordance with the provisions of §§ 6-8B-30 to 6-8B-52, inclusive.

ARTICLE III. AUTHORITY, PLEDGE, RATES AND CHARGES AND ACCOUNTS

Section 3.1. Authority.

In order to (i) refund the Refunded Bond and (ii) pay costs incident to the sale and issuance of the Bonds, there shall be issued pursuant to, and in accordance with, the provisions of the Act, the Bond Resolution, and other applicable provisions of law, Water Revenue Bonds of the City in the aggregate principal amount of not to exceed $1,800,000.

Section 3.2. Pledge of Revenues.

The Bonds shall not constitute constitutional debt under Section 13 Section 4 of the South Dakota constitution. The Bonds, together with the interest thereon, shall not constitute a charge against the City's general credit or taxing power, but shall be a limited obligation of the City payable solely out of the 2020 Project Revenue Account (the "Net Income or Revenues"), which payments, revenues and receipts are hereby pledged and assigned for

the equal and ratable payments of the Bonds and shall be used for no other purpose than to pay the principal of and interest on the Bonds (including the purpose of securing Additional Bonds issued as permitted by the terms thereof). The City covenants and agrees to charge rates for all services from the Project or establish special charges or surcharges which will be sufficient to provide for the payments upon the Bonds issued hereunder as and when the same become due, and as may be necessary to provide for the operation and maintenance and repairs of the System, and depreciation, and the rate ordinance or resolution shall be revised from time to time so as to produce these amounts. The City hereby reserves the right to determine on a periodic basis the appropriate allocation of operation and maintenance expenses, depreciation, repair and reserves associated with the facilities financed with the Refunded Bond, provided that such determination of allocable operation and maintenance expenses shall in no event abrogate, abridge or otherwise contravene the covenant of the City set forth in this Section 3.2 or any other. The Finance Officer will present to the City Council for inclusion in the annual appropriation ordinance an appropriation sufficient to pay all principal and interest payments on the Bonds and other Outstanding Bonds of the City, and in the event there is insufficient revenues to pay the Bonds when due, the City will take all other actions necessary to raise rates to provide moneys for the payment of the Bonds of the City or from sources lawfully available for this purpose.

Section 3.3. Segregation. The Finance Officer shall set up bookkeeping accounts in accordance with South Dakota Legislative Audit guidelines for the segregation of the revenue, special charges and surcharges.

Section 3.4. Periodic review. The amount of the surcharge shall be reviewed from time to time, not less than yearly, and shall be modified in order to produce such funds as are necessary and required to comply with the Loan Agreement's rate covenant and to pay principal of and interest the Bond when due. The surcharge may be set by resolution in accordance with this Section. The rate resolution shall be necessary for the support of government and shall be effective upon passage.

Section 3.5. Project Fund Accounts.

For the purpose of application and proper allocation of the income of the Project and to secure the payment of principal and interest on the Bond, the following mandatory asset segregations shall be included in the water system account of the City and shall be used solely for the following respective purposes until payment in full of the principal and interest on the Bonds:

(a) Project Revenue Account. There shall be deposited periodically into the Project Revenue Account the net revenues as defined in Section 17 of the Act derived from the operation of the Project collected pursuant to the resolutions and ordinances of the City (collectively the "Rate Resolution"). Moneys from the Project Revenue Account shall be transferred periodically into separate funds and accounts as provided below.

(b) Project Debt Service Account. Out of the revenues in the Project Revenue Account, there shall be set aside no later than the 25th day of each month into the account designated Project Debt Service Account, a sum sufficient to provide for the payment as the same become due of the next maturing principal and/or interest payment on the Bonds.

(c) Depreciation Account. There shall be established a General Depreciation Account. Out of the revenues of the Project Revenue Account there shall be set aside each month into the General Depreciation Account an amount determined by the Common Council to be a proper and adequate amount for repair and depreciation of the Project.

(d) Project Surplus Account. There shall be established the Project Surplus Account. Revenues remaining in the Project Revenue Account at the end of any fiscal year after all periodic transfers have been made therefrom as above required, shall be deemed to be surplus and shall be transferred to the Project Surplus Account. If at any time there shall exist any default in making any periodic transfer to the Project Debt Service Account, the Common Council shall authorize the City Finance Officer to rectify such default so far as possible by the transfer of money from the Project Surplus Account. If any such default shall exist as to more than one account or fund at any time, then such transfer shall be made in the order such funds and accounts are listed above.

When not required to restore a current deficiency in the Project Debt Service Account, moneys in the Project Surplus Account from time to time may be used for any of the following purposes and not otherwise:

To redeem and prepay the Bond when and as such Bond becomes prepayable according to its terms;

To pay for repairs of or for the construction and installation of improvements or additions to the System; and, if the balances in the Project Debt Service Account and the Project Depreciation Account are sufficient to meet all payments required or reasonably anticipated to be made there from prior to the end of the then current fiscal year, then:

To be held as a reserve for redemption and prepayment of any bonds of the System which are not then but will later be prepayable according to their terms; or

To be used for any other authorized municipal purpose designated by the Common Council.

No moneys shall at any time be transferred from the Project Surplus Account or any other account of the Fund to any other fund of the City, nor shall such moneys at any time be loaned to other municipal funds or invested in warrants, special improvements bonds or other obligations payable from other funds, except as provided in this Section.

ARTICLE IV. FORM, TERMS, EXECUTION, AND TRANSFER OF BONDS

Section 4.1. Authorized Bonds.

The aggregate principal amount of Bonds that may be issued under the Bond Resolution shall not exceed One Million Eight Hundred Thousand Dollars ($1,800,000).

Section 4.2. Form of Bonds; Execution.

(a) The Bonds are issuable only as fully registered Bonds, without coupons, in the denomination of one penny ($0.01) or any integral multiple thereof (but no single Bond shall represent installments of principal maturing on more than one date). All Bonds issued under this Resolution shall be substantially in the form set forth in Exhibit A attached hereto and on file with the Finance Officer and open to public inspection at regular business hours, and by this reference incorporated herein as fully as though copied.

(b) The Bonds shall be executed in such manner as may be prescribed by applicable law in the name and on behalf of the City with the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Finance Officer, and approved as to form and countersigned by a Resident Attorney by his manual or facsimile signature.

(c) In the event any officer whose manual or facsimile signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such manual or such facsimile signature shall nevertheless be valid and sufficient for all purposes as if he or she had remained in office until such delivery. Any Bond may bear the facsimile signature of, or may be manually signed by, such individuals who, at the actual time of the execution of such Bond, were the proper officers of the City to sign such Bond, although on the date of the adoption by the City of this Resolution, such individuals may not have been such officers.

Section 4.3. Maturities, Interest Rates, and Certain Other Provisions of Bonds.

(a) The Bonds shall become due and payable as set forth in the Bond Purchase Agreement.

(b) The Bonds shall be designated "Water Revenue Bonds, Series 2020A" or such other designation as shall be determined by the City Council pursuant to Section 8.1 hereof. The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bond is paid, such interest being payable on Interest Payment Dates. Interest on each Bond shall be paid by wire transfer, check or draft of the Paying Agent, payable in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the Record Dates. The principal of the Bond shall be payable in lawful money of the United States of America at the principal office of the Paying Agent on the Bond Payment Date. Each bond shall state that it is issued in full compliance with SDCL §§ 6-8B-30 to 6-8B-52.

(c) The Registration Agent shall make all interest payments with respect to the Bonds on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the Record Date by wire transfer, check or draft mailed to such owners at their addresses shown on said Bond registration records, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the City in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable.

4.4. Additional Bonds.

As permitted by SDCL 9-40-8 and SDCL 9-40-9, Additional Bonds payable from revenues and income of the Project may be issued as provided in the Bond Purchase Agreement, and no provision of this Resolution shall have the effect of restricting the issuance of, or impairing the lien of, such additional parity bonds with respect to the net revenues or income from the extensions, additions or improvements. The City shall have the right to issue additional bonds secured by a lien subordinate to the lien from the Bonds.

Section 4.5. Negotiability of Bonds.

All Bonds issued under this Resolution shall be negotiable, subject to the provisions for registration and transfer contained in this Resolution and in the Bonds.

Section 4.6. Registration, Transfer and Exchange of Bonds.

The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any

legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or Bonds to the assignee(s) in $0.01 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the City to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the City nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of Bonds of the same maturity in any authorized denomination or denominations.

Section 4.7. Mutilated, Lost, Stolen, or Destroyed Bonds.

(a) In the event any Bond is mutilated, lost, stolen, or destroyed, the City may execute, and upon the request of an Authorized Officer of the City the Registration Agent shall authenticate and deliver, a new Bond of like maturity, interest rate, and principal amount, and bearing the same number (but with appropriate designation indicating that such new Bond is a replacement Bond) as the mutilated, destroyed, lost, or stolen Bond, in exchange for the mutilated Bond or in substitution for the Bond so destroyed, lost, or stolen. In every case of exchange or substitution, the Bondholder shall furnish to the City and the Registration Agent: (1) such security or indemnity as may be required by them to save each of them harmless from all risks, however remote; and, (2) evidence to their satisfaction of the mutilation, destruction, loss, or theft of the subject Bond and the ownership thereof. Upon the issuance of any Bond upon such exchange or substitution, the City and the Registration Agent may require the Owner thereof to pay a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and any other expenses, including printing costs and counsel fees, of the City and the Registration Agent. In the event any Bond which has matured or is about to mature shall become mutilated or be destroyed, lost, or stolen, the City may, instead of issuing a Bond in exchange or substitution therefor, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Bond) if the Owner thereof shall pay all costs and expenses, including attorney's fees, incurred by the City and the Registration Agent in connection herewith, as well as a sum sufficient to defray any tax or other governmental charge that may be imposed in relation thereto and shall furnish to the City and the Registration Agent such security or indemnity as they may require to save them harmless and evidence to the satisfaction of the City and the Registration Agent the mutilation, destruction, loss, or theft of such Bond and of the ownership thereof.

(b) Every Bond issued pursuant to the provisions of this section shall constitute an additional contractual obligation of the City (whether or not the destroyed, lost, or stolen Bond shall be found at any time to be enforceable) and shall be entitled to all the benefits of this Bond Resolution equally and proportionately with any and all other Bonds duly issued under this Bond Resolution.

(c) All Bonds shall be held and owned upon the express condition that the provisions of this Section are exclusive, with respect to the replacement or payment of mutilated, destroyed, lost, or stolen Bonds, and, to the maximum extent legally permissible, shall preclude all other rights or remedies, notwithstanding any law or statute now existing or hereafter enacted to the contrary.

Section 4.8. Authentication.

The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the Purchaser or as it may designate upon receipt by the City of the proceeds of the sale thereof, to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

Section 4.9. Purchaser.

The Mayor and Finance Officer are authorized to retain Dougherty & Company LLC as the Purchaser for the Bonds upon such terms as they approve.

Section 4.10. Bond Counsel.

The Mayor and Finance Officer are authorized to retain Meierhenry Sargent LLP as Bond Counsel upon such terms as they approve.

Section 4.11. Dissemination Agent.

The City authorizes the Authorized Officer of the District to retain a dissemination agent with regard to the written undertaking authorized in Section 10.7 hereof.

ARTICLE V. REDEMPTION OF BONDS PRIOR TO MATURITY

Section 5.1. Optional Redemption.

The Bonds shall be subject to optional redemption as set forth in the Bond Purchase Agreement.

ARTICLE VI. REGISTRATION AGENT

Section 6.1. Appointment and Acceptance of Duties.

(a) The City hereby authorizes the Finance Officer to appoint the Registration and Paying Agent with respect to the Bonds and authorizes and directs the Registration Agent to maintain bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance, upon transfer, or as otherwise directed by the City, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer and to furnish the City at least annually an audit confirmation of Bonds paid, Bonds Outstanding and payments made with respect to interest on the Bonds. The Mayor and the Finance Officer, or either of them is hereby authorized to execute and the Finance Officer is hereby authorized to attest such written agreement between the City and the Registration Agent as they shall deem necessary or proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

Section 6.2. Permitted Acts and Functions.

The Registration Agent may become the Owner of any Bonds, with the same rights as it would have if it were not a Registration Agent. The Registration Agent may act as a Purchaser or fiscal agent in connection with the sale of the Bonds or of any other securities offered or issued by the City.

Section 6.3. Resignation or Removal of the Registration Agent and Appointment of Successors.

(a) The Registration Agent may at any time resign and be discharged of the duties and obligations created by the Bond Resolution by giving at least sixty (60) calendar days' written notice to the Finance Officer. The Registration Agent may be removed at any time by the Finance Officer, provided that such removal does not constitute a breach of any contractual agreement with any such Registration Agent, by filing written notice of such removal with such Registration Agent. Any successor Registration Agent shall be appointed by the Mayor and shall be a trust company or a bank having the powers of a trust company, having a combined capital, surplus, and undivided profits aggregating at least Seventy-Five Million Dollars ($75,000,000), willing to accept the office of Registration Agent on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by the Bond Resolution.

(b) In the event of the resignation or removal of the Registration Agent, such Registration Agent shall pay over, assign and deliver any monies and securities held by it as Registration Agent, and all books and records and other properties held by it as Registration Agent, to its successor, or if there be no successor then appointed, to the Finance Officer until such successor be appointed.

Section 6.4. Merger or Consolidation of Registration Agent.

Any corporation or association into which the Registration Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole, or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party shall be and become successor Registration Agent hereunder and shall be vested with all the trusts, powers, discretion, immunities, privileges, and other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed, or conveyance on the part of any of the parties hereto, anything herein contained to the contrary notwithstanding. Upon any such conversion, merger, consolidation, sale or transfer, the Finance Officer shall have the right and option, upon notice to such converted, merged, consolidated or acquiring entity, to remove such entity and appoint a successor thereto pursuant to the procedures and requirements set forth in Section 6.3 hereof.

ARTICLE VII. DEFEASANCE OF BONDS

Section 7.1. Defeasance of Bonds.

If the City shall pay and discharge the indebtedness evidenced by any of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers

("an Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Federal Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay premium, if any, and interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent, for cancellation by it; and if the City shall also pay or cause to be paid all other sums payable hereunder by the City with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Escrow Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest and redemption premiums, if any, on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the City to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the City shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Federal Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Federal Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Federal Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and premium, if any, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Federal Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the City as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Obligations maturing at times and in amounts sufficient to pay when due the principal and premium, if any, and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the City, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under South Dakota Law for the purposes described in this Section, which Bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

ARTICLE VIII. SALE OF BONDS, DEPOSIT OF PROCEEDS AND TAX MATTERS

Section 8.1. Sale of Bonds.

The Bonds shall be sold to the Purchaser at a price to be set forth in the Bond Purchase Agreement. The Mayor and the Finance Officer, or either of them, in consultation with the Purchaser, are authorized to make such changes in the structuring of the terms and sale of the Bonds as they shall deem necessary to maximize the savings from the refunding of the Refunded Bond. In this regard, they, or either of them, in consultation with the Purchaser, are authorized to cause to be sold an aggregate principal amount of the Bonds less than that authorized herein, cause fewer than all the Refunded Bond to be refunded, to sell any or all of the Bonds as term Bonds with annual mandatory redemption requirements which will produce substantially the same annual principal reductions as authorized herein, to change the dated date of the Bonds, and to adjust principal and interest payment dates and redemption dates of the Bonds. The form of the Bond set forth in Exhibit A attached hereto shall be conformed to reflect any changes, if any, as hereinbefore mentioned. The Mayor and the President, or either of them, are hereby authorized to execute and the Finance Officer is authorized to attest the Bond Purchase Agreement with the Purchaser providing for the purchase and sale of the Bonds. The Bond Purchase Agreement shall be in form and content acceptable to the Mayor and Finance Officer, the execution thereof by either of them to constitute conclusive evidence thereof; provided the Bond Purchase Agreement effects the sale of the Bonds in accordance with the provisions of this Resolution, and is not inconsistent with the terms hereof. If legally possible the Mayor and Finance Officer are authorized to designate any series of the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. The Mayor and the Finance Officer, or any of them, are authorized to cause the Bonds to be authenticated and delivered by the Registration Agent to the Purchaser and to execute, publish, and deliver all certificates and documents, including the Official Statement, and closing certificates and documents, as they shall deem necessary in connection with the sale and delivery of the Bonds.

Section 8.2. Disposition of Bond Proceeds.

The proceeds of the sale of the Bonds shall be disbursed as follows:

(a) An amount which, together with other legally available funds of the City, if any, and investment earnings thereon and on said Bond proceeds, will be sufficient to redeem on the earliest possible date, the Refunded Bond, shall be transferred to the Paying Agent; and

(b) The remaining proceeds of the sale of the Bonds shall be used to pay the costs of issuance and sale of the Bonds including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, rating agency fees, Registrar fees, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Any funds remaining after payment of said expenses shall be used to pay interest on the Bonds on the first interest payment date following delivery of the Bonds.

Section 8.4. Tax Matters.

(a) The City covenants and agrees with the registered owners from time to time of the Series 2020A Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Series 2020A Bonds to become includable in gross income for federal income tax purposes under the Code and applicable Treasury Regulations (the "Regulations"), and covenants to take any and all actions within its powers to ensure that the basic interest on the Series 2020A Bonds will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

(b) The Mayor and the Finance Officer, being the officers of the City charged with the responsibility for issuing the Series 2020A Bonds pursuant to this Resolution are hereby authorized and directed to execute and deliver to the Purchaser thereof a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Series 2020A Bonds, it is reasonably expected that the proceeds of the Series 2020A Bonds will be used in a manner that would not cause the Series 2020A Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations.

(c) The City hereby covenants and agrees to make the determinations, retain records and rebate to the United States the amounts at the times and in the manner required by said Section 148(f).

(d) The City shall file with the Secretary of the Treasury a statement concerning the Series 2020A Bonds containing the information required by Section 149(e) of the Code.

(e) Pursuant to Section 265(b)(3)(B)(ii) of the Code, the City hereby designates the Series 2020A Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. The City hereby represents that it does not anticipate that obligations bearing interest not includable in gross income for purposes of federal income taxation under Section 103 of the Code (including refunding obligations as provided in Section 265(b)(3) of the Code and including "qualified 501 (c)(3) Bonds" but excluding other "private activity Bonds," as defined in Sections 141(a) and 145(a) of the Code) will be issued by or on behalf of the City and all "subordinate entities" of the City in 2020 in an amount greater than $10,000,000.

ARTICLE IX. NOTICE OF REFUNDING

Section 9.1 Notice of Refunding.

After the issuance of the Bonds, notice of the City's intention to refund the Refunded Bond shall be shall be posted on http://emma.msrb.org, if necessary, and be given, at the direction of the Finance Officer, by the respective paying agents for the Refunded Bond, to the respective Registered Owners of the Refunded Bond. Such notice shall be in substantially the form as provided in Exhibit B attached hereto and by this reference made a part hereof.

ARTICLE X. MISCELLANEOUS

Section 10.1. Failure to Present Bonds.

Subject to the provisions of 4.7 hereof, in the event any Bond shall not be presented for payment when the principal or redemption price hereof becomes due, either at maturity or at the date fixed for prior redemption thereof or otherwise, and in the event monies sufficient to pay such Bond shall be held by the Registration Agent for the benefit of the Owner thereof, all liability of the City to such Owner for the payment of such Bond shall forthwith cease, determine, and be completely discharged. Whereupon, the Registration Agent shall hold such monies, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such monies for any claim under this Resolution or on, or with respect to, said Bond.

(b) If any Bond shall not be presented for payment within a period of five years following the date when such Bond becomes due, whether by maturity or otherwise, the Registration Agent shall, subject to the provisions of any applicable escheat or other similar law, pay to the City any monies then held by the Registration Agent for the payment of such Bond and such Bond shall (subject to the defense of any applicable statute of limitation) thereafter constitute an unsecured obligation of the City.

Section 10.2. Payments Due on Saturdays, Sundays, and Holidays.

In any case where the date of maturity or interest on or principal of any Bond, or the date fixed for redemption of any Bond, shall be a Saturday or Sunday or shall be, at the place designated for payment, a legal holiday or a day on which banking institutions similar to the Registration Agent are authorized by law to close, then the payment of the interest on, or the principal, or the redemption price of, such Bond need not be made on such date but must be made on the next succeeding day not a Saturday, Sunday, or a legal holiday or a day upon which banking institutions similar to the Registration Agent are authorized by law to close, with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 10.3. Miscellaneous Acts.

The appropriate officers of the City are hereby authorized, empowered, and directed to do any and all such acts and things, and to execute, acknowledge, deliver, and, if applicable file or record, or cause to be filed or recorded, in any appropriate public offices, all such documents, instruments, and certifications, in addition to those acts, things, documents, instruments, and certifications hereinbefore authorized and approved, as may, in their discretion, be necessary or desirable to implement or comply with the intent of this Bond Resolution, or any of the documents herein authorized and approved, or for the authorization, issuance, and delivery by the City of the Bonds.

Section 10.4. Amendment.

The City Council is hereby authorized to make such amendments to the Bond Resolution as will not impair the rights of the Bondholders.

Section 10.5. No Recourse Under Bond Resolution or on Bonds.

All stipulations, promises, agreements, and obligations of the City contained in this Resolution shall be deemed to be the stipulations, promises, agreements, and obligations of the City and not of any officer, director, or employee of the City in his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based on this Resolution against any officer, director, or employee of the City or against any official or individual executing the Bonds.

Section 10.6. Partial Invalidity.

If any one or more of the provisions of the Bond Resolution, or of any exhibit or attachment thereto, shall be held invalid, illegal, or unenforceable in any respect, by final decree of any court of lawful jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, or of any exhibit or attachment thereto, but the Bond Resolution, and the exhibits and attachments thereto, shall be construed the same as if such invalid, illegal, or unenforceable provision had never been contained herein, or therein, as the case may be.

Section 10.7. Reserved.

Section 10.8. Post Issuance Compliance.

The City does hereby adopt Meierhenry Sargent Post-Issuance Compliance Policy and Tax-Advantaged Obligations and Continuing Disclosure with regard to the Bonds attached hereto with regard to the Bonds. The City appoints the Finance Officer as its chief post issuance compliance officer.

10.9. Conflicting Resolutions Repealed.

All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 10.10. Effective Date.

This Bond Resolution shall take effect from and after its adoption, the welfare of the City requiring it.

The above and foregoing resolution was moved for adoption by Councilperson Moore, seconded by Councilperson Whittaker and upon roll call vote,

Councilperson Whittaker, Moore, Blom and Ryan voted aye,

Absent: Councilperson Fischer and Nielsen

whereupon the Mayor declared this Resolution to be duly passed and adopted.

S/Corbin Herman, Mayor

Attest: Laurie Woodward, Finance Officer

Attachments on file in Finance Office: Exhibit A Form of Bond and Post-Issuance Compliance Policy.

EXECUTIVE PROCLAMATION – WES DITTMAN DAY

Councilperson Whittaker moved to approve the executive proclamation for Wes Dittman Day on March 8th, 2020, which is on file in the Finance Office. Seconded by Councilperson Ryan, the motion carried with Councilperson Moore, Blom, Ryan and Whittaker voting yes.

PUBLIC COMMENTS

Gene Fennell mentioned that Custer Economic Development's booth at the Custer Tradeshow was a success. The Council had a Boy Scout member present. No other public comments were received.

RUN CRAZY HORSE MARATHON REQUEST – EMILY WHEELER

Emily Wheeler, with Run Crazy Horse Marathon, presented her request for temporary street closure request to Council. Councilperson Moore moved to approve the temporary street closure and permission to stop traffic for runners on the Mickelson Trail crossings of Montgomery Street, Harney Street, Crook Street, Mt Rushmore Road, Eighth Street, Seventh Street, Sixth Street and Fourth Street on October 4th, 2020 from approximately 9 am to 11:30 am for the Run Crazy Horse Marathon, contingent upon DOT approval. Motion seconded by Councilperson Whittaker, motion carried with Councilperson Blom, Ryan, Whittaker and Moore voting yes.

DRAINAGE PROJECT CONSTRUCTION ADMINISTRATION CONTRACT - ACES

Councilperson Moore moved to approve the Drainage Project Construction Administration Contract from ACES for $9,750. Seconded by Councilperson Blom, the motion carried with Councilperson Ryan, Whittaker, Moore and Blom voting yes.

FOURTH OF JULY CELEBRATION REQUEST – CHAMBER OF COMMERCE

Councilperson Whittaker moved to approve the Chamber of Commerce request for the Old Time Country Fourth of July Celebration, July 3-4, 2020. The request includes usage of Way Park (July 3-4) with the north bound lane of Fourth Street adjacent to Way Park being closed, parade request (July 4th) with the parade beginning on Eighth Street proceeding down Mt Rushmore Road to Second Street with the Parade line up on Washington Street, flag-raising ceremonies (July 4th) at the Veteran's Memorial and use of city's 2 large tents, trash cans, picnic tables, traffic barriers and water key. Seconded by Councilperson Moore, the motion carried with Councilperson Whittaker, Moore, Blom and Ryan voting yes.

GOLD DISCOVERY DAYS PARADE REQUEST – CHAMBER OF COMMERCE

Councilperson Whittaker moved to approve the Chamber of Commerce request for the Gold Discovery Days Parade on July 18th, 2020 with parade - line 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. Seconded by Councilperson Moore, the motion carried with Councilperson Moore, Blom, Ryan and Whittaker voting yes.

AMENDMENT TO WASTEWATER TREATMENT PLANT UPGRADES AGREEMENT – DGR ENGINEERING

Councilperson Whittaker moved to amendment to the Wastewater Treatment Plant Upgrades Agreement with DGR Engineering for $15,000 for the socio-economic analysis. Seconded by Councilperson Moore, the motion carried with Councilperson Blom, Ryan, Whittaker and Moore voting yes.

CEMETERY CARETAKER BIDS & CONTRACT

Councilperson Moore moved to approve the bid from J&M Lawn Care LLC for the Cemetery Caretaker for $36,750 for a one-year contract. Seconded by Councilperson Whittaker, the motion carried with Councilperson Ryan, Whittaker, Moore and Blom voting yes.

CLAIMS

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

American Inn, Travel I Conference, $154.59
AFLAC, Insurance, $749.14
Battle Mountain Humane Society, Animal Control Contract, $1,000.00
Beesley Law Office, Professional Fees, $2,229.00
Black Hills Energy, Utilities, $1,182.92
Butler Machinery, Supplies, $162.55
California State Disbursement, Deduction, $92.30
Century Business Products, Supplies, $216.82
Code Works, Professional Fees, $885.10
Custer Community Action Team, Subsidy, $1,500.00
Custer Transportation, Subsidy, $4,000.00
Custer Senior Care, Subsidy, $4,000.00
Delta Dental, Insurance, $212.00
Discovery Benefits, Supplies, $1,273.06
EFTPS, Taxes, $11,720.67
Fastenal, Supplies, $271.77
Fennell Design, Professional Fees, $8,425.00
First Interstate Bank, Supplies, $127.20
Golden West Telecommunications, Utilities, $519.04
Golden West Technologies, Professional Fees, $1,715.50
Hawkins, Supplies, $1,439.60

Holiday Inn – Sioux Falls, Travel & Conference, $75.00
Holiday Inn – Spearfish, Travel & Conference, $535.14
Hvac Brain, Repairs & Maintenance, $77.61
Lawrence & Schiller, BID Advertising, $504.22
Northwest Pipe Fittings, Supplies, $366.16
Pace, Supplies, $343.11
Petty Cash, Supplies, $415.88
Quill, Supplies, $270.88
Southern Hills Fire & Safety, Professional Fees, $447.50
Sanders Sanitation, Garbage Collection Contract, $13,253.23
SD DENR, Travel/Conference, $30.00
SD Department of Revenue, Supplies, $450.00
State of SD, Sales Tax, $1,170.51
SD DCI, Supplies, $26.75
SD Retirement System, $5,812.44
Sheldon Manufacturing, Repair & Maintenance, $105.76
Supplemental Retirement, $670.00
USA Bluebook, Repair & Maintenance, $162.37
US Veterans Network, Supplies, $1,114.00
Verizon Wireless, Supplies, $420.55
Wellmark, Insurance, $9,594.99
Wright Express, Supplies, $933.59
YMCA, Membership, $84.00
Griffin, Rebecca, Utility Refund, $35.98
Mayor & Council, $4,665.00
Finance Department, $4,414.79
Public Building Department, $2,397.04
Planning Department, $6,861.22
Public Works Department, $2,711.22
Street Department, $6,187.41
Cruisin Department, $153.44
Parks Department, $4,719.66
Water Department, $12,044.46
Wastewater Department, $11,899.88
Total Claims $134,830. 05

DEPARTMENT HEADS & COMMITTEE REPORTS

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

ADJOURNMENT

With no further business, Councilperson Ryan moved to adjourn the meeting at 5:56 p.m. Seconded by Councilperson Moore, the motion carried unanimously.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward
Finance Officer

Corbin Herman
Mayor

CITY OF CUSTER CITY
BOARD OF ADJUSTMENT MEETING
March 2nd, 2020

Board Chairman Herman called to order the Board of Adjustment Meeting at 5:57 p.m. Present at roll call were Board Members Herman, Blom, Whittaker, Moore and Ryan.

APPROVAL OF AGENDA

Board Member Moore moved, with a second by Board Member Ryan, to approve the agenda. The motion carried with Board Member Whittaker, Moore, Blom, Ryan and Herman voting yes.

PUBLIC HEARING – VARIANCE REQUEST, MAXIMUM ALLOWABLE SIGN AREA – 245 CENTENNIAL DRIVE

Discussion was held mainly concerning the maximum allowable sign area for the property, the size of proposed new signs, planned location of proposed new signs and the need for a signing plan for the property to better understand the request. After the discussion, Board Member Whittaker moved to table the variance request until additional information is provided by the applicant. Second by Board Member Ryan, motion carried with Board Member Moore, Blom, Ryan, Whittaker and Herman voting yes. Planning Administrator will request a signage plan and additional sign details from the applicant.

PUBLIC COMMENTS

No public comments were received.

ADJOURNMENT

With no further business, Board Member Moore moved to adjourn the meeting at 6:05 p.m. Seconded by Board Member Whittaker, the motion carried unanimously.

ATTEST:

Laurie Woodward
Finance Officer

CITY OF CUSTER CITY

Corbin Herman
Board Chairman

ORDINANCE NO. 835

AN ORDINANCE ENTITLED ORDINANCE NO. 835, ADOPTING AN OFFICIAL ZONING MAP.

Be it ordained by the Common Council of the City of Custer City, South Dakota that per the standards set forth in Custer Municipal Code 17.08.050, the City hereby adopts a zoning map dated in conjunction with this ordinance and attached hereto. Such map shall include an attachment of any entries made to change any zoning designation after adoption of this ordinance. The zoning map shall be held on file in the office of the City Finance Officer.

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 16th day of March 2020.

CITY OF CUSTER CITY

ATTEST:

Corbin Herman, Mayor

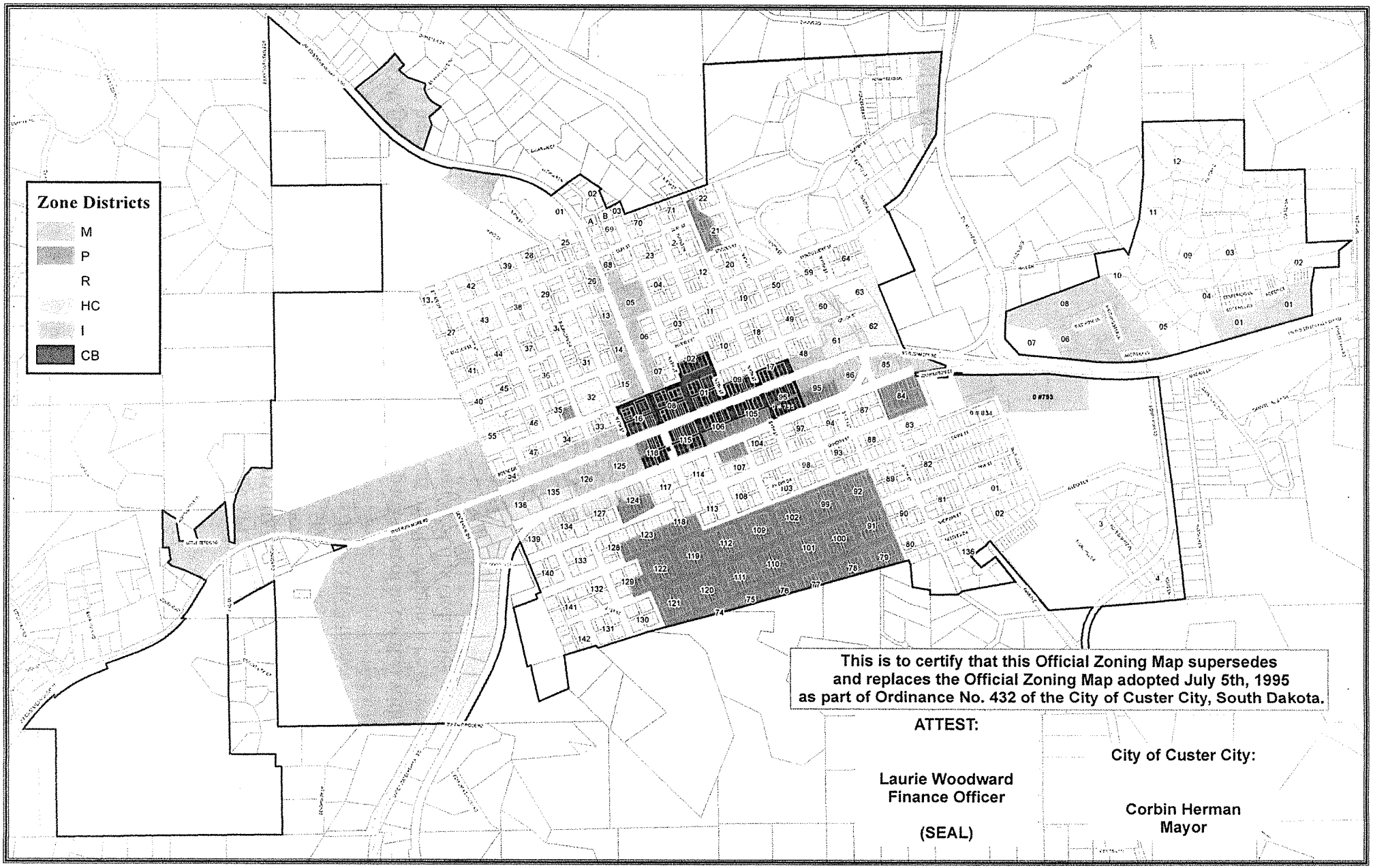
Laurie Woodward
Finance Officer

(SEAL)

First Reading: March 2nd, 2020
Seconding Reading: March 16th, 2020
Publication: March 25th, 2020

Vote:

Fisher: ####	Nielsen: ####
Ryan: ####	Moore: ####
Blom: ####	Whittaker: ####



This is to certify that this Official Zoning Map supersedes and replaces the Official Zoning Map adopted July 5th, 1995 as part of Ordinance No. 432 of the City of Custer City, South Dakota.

ATTEST:

Laurie Woodward
Finance Officer

(SEAL)

City of Custer City:

Corbin Herman
Mayor

Planning Department

City of Custer City
622 Crook Street
Custer, SD 57730

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

2/28/2020

RE Ordinance 835

City Council,

A few things to note with Ordinance 835;

- This is a standard practice guided and allowed by CMC Chapter 17.08.
- As time passes and changes occur with the City's zoning, I believe it is good practice to "officially" update the map from time to time.
- This is an update to the map and will allow the Mayor and Finance Officer to endorse the map.
- No property shall be zoned by this process. Any official change in a zoning designation must be completed by the standard zoning, rezoning process (public notifications, public hearings, action by PC and CC.)
- Changes and cleanups that have been completed with this map.
    - Alignment with zones and parcels.
    - Some properties that have been officially rezoned updated and reflected on the map.
    - Alignment where two zones meet.
    - Legend updated to reference zone abbreviations per Ordinance.

TmH

City of Custer City
From the Desk of the Mayor

EXECUTIVE PROCLAMATION

WHEREAS, *established in 1937, the mission of Ducks Unlimited is to conserve, restore, and manage wetlands and associated habitats for North Americas waterfowl. Such habitats also benefit other wildlife and people; and*

WHEREAS, *the area around Custer City and throughout the state of South Dakota has many shallow lakes and wetlands which provide an important migration habitat for thousands of waterfowl that depend on these habitats to ensure they arrive on breeding grounds in good health and prepared to nest; and*

WHEREAS, *Custer City has many shallow lakes in the area such as, Stockade, Bismark, West Dam, and countless other wetlands which are important for their role in preserving the outdoor heritage of the state by providing traditional waterfowl hunting areas; and*

WHEREAS, *wetlands are also valued for their role in water quality protection, flood control, survival of wetland-dependent wildlife, and the state's overall environmental health; and*

WHEREAS, *South Dakotas thousands of passionate Ducks Unlimited members and volunteers are determined to continue this great work well into the future; and*

WHEREAS, *Custer City has recognized the potential of a solid partnership with Ducks Unlimited in the planning and completion of the West Dam reconstruction project; and*

WHEREAS, *Ducks Unlimited hosts an annual banquet each year to assist in the raising of funds used to protect, enhance and restore wetlands and grasslands across North America, and such annual banquet has been scheduled for the year 2020 to be held on the 28th day of March.*

WHEREAS, *the City of Custer City shall honor Ducks Unlimited by displaying 12 flags presenting their logo along the Mount Rushmore road corridor for a time beginning on March 18th, 2020 and to end on March 30th, 2020.*

THEREFORE, BE IT RESOLVED *that I, Corbin Herman, Mayor of the City of Custer City, South Dakota, do hereby proclaim March 28th, as*

Ducks Unlimited Day

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Custer City to be affixed this sixteenth day of March in the year of our Lord Two Thousand and Twenty.

ATTEST:

Laurie Woodward
Finance Officer

CITY OF CUSTER CITY

Corbin Herman
Mayor

(SEAL)

Mayor Corbin Herman

January 20,2020

622 Crook St.

Custer, SD 57730

Dear Mayor Herman,

The Custer Chapter of Ducks Unlimited is planning their fundraising banquet for March 28,2020. We are requesting your consideration of displaying our DU flags on Mt. Rushmore Road again this year. Your generous support of displaying our flags the last two years has helped our event tremendously. We continue to have 100-130 people in attendance at our banquet and raise a net of approximately $20,000 for DU's conservation work. DU's last major fundraising campaign finished the end of 2018. At the National Convention in May, DU announced that the campaign raised $2.34 billion across Canada, the US and Mexico. This was the largest campaign ever conducted by a nonprofit conservation organization. The Custer Chapter funds figured into this success. DU continues to spend $12 – 15 million each year in South Dakota to enhance and preserve wetland wildlife habitat benefiting over 900 species of wildlife and people. These wetlands are the primary protector of clean water and flood abatement.

Please let me know if this meets your approval and I will drop off the flags at your office.

Thank you for your previous support and for your consideration again this year.

Sincerely

Jeff Heidelbauer

Acting Chairman

Custer, Ducks Unlimited

City of Custer City
From the Desk of the Mayor

EXECUTIVE PROCLAMATION

WHEREAS, Timothy J. Sander graduated from Custer High School in 1968; and

WHEREAS, Tim's early life and education all took place in Custer, SD; and

WHEREAS, Tim and his late wife Kim raised three children, Mandy, Clayton and Nestel in Custer; and

WHEREAS, Tim has been an active part of the Custer Community and Western South Dakota, notably his years in business as owner of Sander Sanitation, and holding of an active membership in Western South Dakota Waste Management Group; and

WHEREAS, Tim has been a long-time rancher in western South Dakota and parts of Wyoming; and

WHEREAS, Tim was a long time 4-H member and leader; and

WHEREAS, Tim is known as Grandpa to his multiple grandchildren; and

NOW, THEREFORE, I, Corbin Herman, Mayor of Custer City, of the State of South Dakota, do hereby proclaim March 27, 2020, as

Tim Sander Day

in Custer City, and encourage all citizens to join me in recognizing Tim for his commitment to the Custer Community.

ATTEST:

CITY OF CUSTER CITY

_____
Laurie Woodward, Finance Officer

_____
Corbin Herman, Mayor

(SEAL)

March 10, 2020

To the City of Custer:

We are respectfully requesting some changes to the open container and other changes for Gold Discovery Days.

1.Can we use the skate park as set up for Carnival rides or trailers? If the space is not being used it would provide more space for rides and/or parking for the carnival people.

2.We also are requesting open container again for GDD and if approved, we would request open container be allowed from the North/South sidewalks of Mt Rushmore Road to Washington Street between 2nd and 8th Street. We understand there is a codified law, however, it may not be applicable. We need clarification as to the interpretation of it. Otherwise, we will need to look at Plan B.

Plan B would include the alleys South to Washington Street between 2nd and 8th.

3.Times for open container Thursday, July 16 from 5 p.m. to 10 p.m.

Friday 12:00 p.m. to 12 a.m.

Saturday 10 a.m. to 12 a.m. None on Sunday

Cups again this year would have to be used to make it obvious for law enforcement.

Amy Bailey spoke to 3 different deputies, including the Sheriff during GDD in 2019 and all deputies felt that it was going well and they were not experiencing issues due to the open container. Amy spoke to some Friday night as well as Saturday during the day

Amy also spoke to Sheriff Marty Mechaley on February 21,2020 and got his opinion on the above option. He did not have a problem with it and would speak to the Mayor as well.

The DOT did not have an issue with open container either. Their only issue as far as the State Highway was concerned was ONLY if we were blocking the State Highway, which we are not. This information was obtained by Rich Zacher.

We will also leave 6th Street and 7th Street and Washington from 2nd to 8th to be closed. Dacotah Bank is good with the single lane of traffic from his drive-thru driveway.

Thank you for your time and consideration.

CUSTER BID BOARD

letter of agreement

Letter of Agreement

The following document constitutes an agreement between the Custer Business Improvement District Board "Custer BID", 615 Washington Street, Custer, SD 57730 and Lawrence & Schiller "L&S", 3932 S. Willow Ave., Sioux Falls, SD 57105. The intent of this agreement is to outline the nature of the relationship between the two organizations.

EMPLOYMENT OF L&S

Custer BID retains and employs L&S to act for and represent it in all matters involved in the performance of the Services, subject to the terms, conditions and stipulations as hereinafter stated.

TERM OF AGREEMENT

The term of this agreement shall commence on January 1, 2020. The original term shall extend and continue for a period of approximately one (1) year from and after the commencement date, expiring on December 31, 2020, subject to cancellation and termination as described herein.

SCOPE OF SERVICES

Lawrence & Schiller will provide services including, but not limited to Strategic Planning, Creative Development and Production Services, Media and Market Strategy, Planning and Buying, Web Production, and Overall Reporting. The value of the contracted services shall not exceed $115,000. In partnering at a strategic level with Custer BID, Lawrence & Schiller will be recognized as the Agency of Record (AOR).

CONFIDENTIALITY

From time to time, both parties may divulge confidential information regarding personnel, business strategies, business data and finances. Such information shall be distributed to staff members on a need to know basis. This information will be held confidential and will not be distributed without the written consent of the disclosing party.

COMPENSATION

The primary sources of revenue for Lawrence & Schiller come from providing intangible services, ideas, consultative advice, and the application of specific disciplines (such as communications, marketing, research, graphic design, and photography) in the development of comprehensive programs, which in most cases are directed at selling other goods and services for our clients. In using the services of Lawrence & Schiller, our clients benefit from the knowledge, skills and expertise of our staff. Lawrence & Schiller employs a diverse group of talented personnel in order to provide the most competitive and competent marketing/communications services in the region.

Because our resources and services are utilized in different ways by each of our clients, we divide our compensation into three categories. The three categories are as follows:

1. Strategic Marketing Consultation and Creative Development
2. Production of Services Outside L&S
3. Media Placement

The following pages outline the details of each category based on our current understanding of the scope of work.

1. STRATEGIC MARKETING CONSULTATION & CREATIVE DEVELOPMENT

Strategic Marketing Consultation
Lawrence & Schiller agrees to provide consultative services to Custer BID. Such services shall include, but are not limited to, advice and project management of projects related to marketing of the city on a local, regional and national basis and the development of a Strategic Marketing Plan.

- Lawrence & Schiller will be available to Custer BID on an ongoing basis for discussion, meetings, and planning sessions providing counsel, presentation content and facilitation as needed.

- Lawrence & Schiller will hold meetings in-person or via conference call with the Custer BID board, providing counsel, direction and coordination details on the multiple marketing initiatives active at any given time.

Production of Specific Goods and Services
In taking assignments from inception to completion, L&S is able to provide seamless delivery that is in line with Custer BID's organizational needs, the target audience, market activity and goals. The flow of ideas and information in planning is directly connected to the process of creating and producing the most successful end product and result.

Estimates will be provided for production of all specific goods and services, including development of campaign concepts, copywriting, graphic design, technical pre-production, field production & post-production, always taking into consideration the original production budget range determined by Custer BID.

- Lawrence & Schiller will recommend annual marketing planning standards and best practices, and processes to implement the plans including coordination and shipping of produced material and sizing as needed.

2. PRODUCTION OF SERVICES OUTSIDE L&S

The depth of our talent base allows us to provide most services related to the production of the services outlined in the Marketing & Creative Strategy component. However, some projects require the services of outside suppliers at some point. As is common in our industry, Lawrence & Schiller will assume the responsibility for contracting the services of outside suppliers and coordinate the completion of projects through those firms to ensure that agreed upon deadlines are met and high quality standards are maintained.

Printing & Mailing Expenses

Printing and mailing projects will be marked up 20% to accommodate for coordination and negotiation. Lawrence & Schiller will provide Custer BID with estimates for printing and mailing services utilizing print vendors both in and outside of South Dakota with the intention of providing the best price and quality for the outlined project. All data shared with print vendors will be marked confidential and many of our preferred print vendors are SOC 2 compliant.

Email Hard Costs

Lawrence & Schiller's preferred email software provider is Campaign Monitor. Using the customized email software system, potential Custer BID emails will be deployed and managed within this software. Monthly email deployment costs will be based on Lawrence & Schiller's overall agency volume rate and an annual contract will be developed once database lists are acquired. There is an annual software fee that will be passed through plus the deployment costs that are based on a cost-per-thousand basis.

Television & Video Production

While overall campaign strategy and long-term planning is driven by Lawrence & Schiller, we enlist the help of many broadcast specialists who provide unparalleled expertise ranging from voice over talent and on-screen talent to grip operators and broadcast producers. The subcontractors range in associated costs, and will be used on a project-by-project basis and will be approved by Custer BID.

Professional Photography

Lawrence & Schiller has professional photographers on staff. However, sometimes specialty photography is needed for aerial shots, food photography, etc. Professional photographers will be used on a project-by-project basis and will be approved by Custer BID.

3. MEDIA PLACEMENT

There are several fundamental activities, as noted below, that Lawrence & Schiller provides as a part of our message delivery model. In exchange for these services, Lawrence & Schiller will receive a media commission of 15% for all traditional media and 15% for all digital media including Paid Search. This commission is applicable on all paid media that is placed by L&S on behalf of Custer BID such as television, radio, magazine, newspaper and online paid advertising including paid search (SEM). If Lawrence & Schiller develops a campaign strategy or media recommendation, L&S will be responsible for placing that strategy, and media commission rates will apply.

Cancellation

If Custer BID cancels any scheduled media placement, 45 days notice must be given to Lawrence & Schiller. If less than adequate notice is given, Custer BID is responsible for paying a 5% cancellation fee & any cancellation fees from the media partners.

Performance Planning

Based upon knowledge of Custer BID, their market situation, target audience, industry and budget, the agency will provide a documented plan to accomplish set campaign goals. Lawrence & Schiller anticipates that after an initial review period, key performance metrics will be able to be utilized to measure and optimize campaign performance in a real-time manner. Budgets will be determined based upon these measured goals and the agency expects media investments to be continually adjusted to ensure campaign success.

Media Buying & Delivery

Meeting with various 3rd party media representatives, negotiating, creating and contracting the buys and trafficking creative to media.

Client Service

Keeping up-to-date on market and audience trends, recommending schedules or promotions that fit with Custer BID's brand and goals, and fielding all media calls and questions on behalf of the client.

Post Buy Analysis

Auditing all electronic, print and web invoices for proof of performance. Analyzing the delivery on all invoices to ensure projected media goals delivered as planned. Negotiating make-goods if necessary.

Real-Time Dashboard Tracking

A central resource for all Custer BID's media placed through Lawrence & Schiller including the ability to track spending and impressions by time period, property level and medium.

Campaign Performance Reports

Post-campaign reports highlighting the effectiveness of the media buy and its return on investment. As a part of the performance commission, the agency will review campaign performance and key optimizations, and recommendations with Custer BID on a monthly basis to ensure goals are pacing to expectations.

YOUR L&S TEAM

Lawrence & Schiller will assign a Tourism Group Director, Account Executive, and a qualified and experienced coordination, creative, media, digital and production team to work with Custer BID. Meetings will be held to plan strategies at the discretion of Custer BID. See Appendix A for a full list of your core L&S team.

TRAVEL EXPENSES

Our team is committed to reasonable travel, and is excited about the opportunity to spend more time in Custer. L&S charges 50% of the billable rate for travel hours.

PROPOSALS & ESTIMATES

Proposals and estimates developed by Lawrence & Schiller are based on our understanding of a given project. Typically, our estimates are accurate to +/- 10% of final project costs. The estimates we provide are valid for thirty (30) days from the date they are submitted.

PROJECT CHANGES

Should the guidelines of a project change once work has been initiated by Lawrence & Schiller it may be necessary to modify project budgets accordingly. While we make every effort to estimate accurate costs for the jobs we undertake, we cannot account for events which may cause the cancellation of projects or major revisions to work in progress. It is our policy to bill a fair and reasonable amount for the actual costs incurred by us to complete assigned work. In cases where projects are agreed upon, started and canceled, Lawrence & Schiller will bill based on the number of hours and any out-of-pocket expenses associated with the canceled project.

INTELLECTUAL PROPERTY PROTECTION

Any ideas, content, design, names or programs created by Lawrence & Schiller are not intended to infringe upon the intellectual property rights of others. However, Lawrence & Schiller cannot guarantee that its clients will be protected from claims of others, no matter how inadvertent the cause, due to the complexity of such rights. As is customary in our profession, Lawrence & Schiller does not obtain clearance or registration of intellectual property rights on behalf of clients, and does not undertake a search or examination to determine the intellectual property rights of others. We recommend that Custer BID's legal counsel be used to determine the intellectual property rights or others and the availability and potential registration opportunities of executions developed for Custer BID. Furthermore, Custer BID agrees to hold harmless and indemnify Lawrence & Schiller, its officers and employees from and against any and all actions, suits, damages, liability or other proceedings regarding the intellectual property rights of others which may arise as a result of the negligence, misconduct, error or omission of any officer, agent, consultant or employee of Custer BID.

SCHEDULE

Lawrence & Schiller shall perform the Scope of Services within the timeframe of January 1, 2020 - December 31, 2020.

PAYMENT TERMS

Lawrence & Schiller mails billing statements on or before the twelfth business day of each month for all elements which have been completed during the previous month including consultation, production & media. In the event that billable projects are extended over a period of more than 60 days, projects will be billed in-progress. Payment will be received from Custer BID for efforts executed and ran from March through July in August. A final payment will be received in November for August through December marketing efforts.

In addition to billing statements, Lawrence & Schiller will provide Custer BID with detailed documentation of media placement and reimbursable expenses. Lawrence & Schiller will also provide copies of all tear sheets generated by media companies, as soon as they become available, detailing fulfillment of all media placement.

CHANGES AND EXTRA SERVICES

Custer BID may make changes within the general scope of this Agreement. If L&S is of the opinion that any proposed change causes an increase or decrease in the cost/and or the time required for performance of this Agreement, L&S shall notify Custer BID of that fact. An agreed-upon change will be outlined in writing and signed by the parties hereto and will modify this Agreement accordingly.

Custer BID may request L&S to perform extra services not covered by the Scope of Services as set forth in this Agreement, and L&S shall perform such extra services and will be compensated for such extra services when they are reduced to writing mutually agreed to and signed by the parties hereto amending this Agreement accordingly.

TERMINATION

This Agreement may be terminated by either party hereto upon thirty (30) days' written notice in the event of failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. Upon receipt of termination, Lawrence & Schiller shall not commence any new work, but shall complete and place all advertisements previously approved by Custer BID unless otherwise instructed. All other rights and duties of the parties shall continue during such notice period, and Custer BID shall be responsible to Lawrence & Schiller for payment of contract obligation incurred with third parties during this period. If either Custer BID or Lawrence & Schiller desires to terminate all work in progress commenced before the receipt of notice of termination, both party's mutual consent is required. The parties shall mutually determine and agree upon the amount of compensation to be received by Lawrence & Schiller for partially completed work.

Upon termination of this agreement, Lawrence & Schiller shall assign Custer BID all of its rights and contracts, agreements and arrangements, or other transactions made with third parties, effective on the termination date or on other such date as agreed upon by both parties. Custer BID shall assume all obligations and indemnify and hold Lawrence & Schiller harmless from all liability. If any contract is non-assignable and consent to assignment is refused, or Lawrence & Schiller cannot obtain a release from its obligations, then, as to the unassigned or unreleased contracts only, Lawrence & Schiller shall continue performance and Custer BID shall meet its obligations to Lawrence & Schiller as though this agreement had not been terminated.

Upon termination of this agreement, Lawrence & Schiller shall bill Custer BID all amounts not previously billed.

DESIGN RIGHTS

Lawrence & Schiller reserves the rights to use creative work developed in the course of our relationship, which are not selected for final use or approved by Custer BID, as we deem appropriate.

OWNERSHIP OF MATERIALS

Upon full payment, all work products prepared by L&S and its subcontractors pursuant to this Agreement shall be and remain the property of Custer BID and shall be made available and/or delivered to Custer BID at any time at Custer's request. A set of each document shall be provided to Custer BID for its files. L&S will retain pertinent records relating to the Scope of Services performed in connection with the Project for a period of three (3) years following completion of the Project, during which three (3) year period said records would be made available to Custer BID at reasonable times.

However, neither Lawrence & Schiller nor Custer BID own or have rights to certain elements (such as photography, voice talent , music, etc.) outside of specific usages, time periods and geographies for which they were secured. Lawrence & Schiller retains ownership of the raw files and materials used to create the final product.

At Custer BID's request, Lawrence & Schiller will provide a copy of raw or working files and materials generated on their behalf for reproduction purposes. This will ensure brand standards and graphic treatments are used consistently throughout all messaging not done by Lawrence & Schiller.

Agreement

On behalf of Custer BID:

_____ Date: _____
(Signature)

_____
(Print Name and Title)

On behalf of Lawrence & Schiller:

_____ Date: _____
(Signature)

Erin Weinzettel – Travel & Tourism Group Director/Account Service
(Print Name and Title)

Experience

Your core Lawrence & Schiller team.

Client Service Team

ERIN WEINZETTEL
GROUP DIRECTOR

PAIGE SCHWITTERS
ACCOUNT EXECUTIVE

OLIVIA LARSON
SR. ACCOUNT COORDINATOR

PHOTO TO COME

ANNIEMARIE FISCHER
ACCOUNT SERVICE INTERN

Media

KYRIE BUSSLER
MEDIA SPECIALIST

ALEX VAN VOORHIS
MEDIA SPECIALIST

PHOTO TO COME

BRIANA ERICKSON
MEDIA COORDINATOR

Creative

TARA LOCKE
CREATIVE DIRECTOR

DAN DISMOUNTS
ART DIRECTOR

CASEY GOODMUND
SENIOR DESIGNER

PHOTO TO COME

JENNY PILCHER
DESIGNER

MATT SEBERT
COPYWRITER

Digital

LAURA MITCHELL
VP of DIGITAL

CARLY HEGSTAD
SR. DIGITAL STRATEGIST

MARIAH LARSON
DIGITAL SPECIALIST

Insights & Strategy

TRACY SAATHOFF
VP of INSIGHTS, MEDIA & STRATEGY

MATT HAMMER
CONSUMER INSIGHTS STRATEGIST

RYAN GARDNER
VP of FINANCE

Custer BID Co-op Campaign

PEAK 2020 OVERVIEW

AUDIENCE DEMOGRAPHICS & TRAVEL PREFERENCES

FAMILIES

DEMOGRAPHICS

- Age 25-44
- Income: $60K-$150K
- Children in household

PREFERENCES

- Message to female planner
- Show lots of child-friendly activities
- Plan 3-6 months prior to travel

SEARCHERS

DEMOGRAPHICS

- Age 25-44
- Income: $50K-$100K
- No children in traveling party

PREFERENCES

- Show high interest in active vacations
- Prefer traveling to new destinations
- More interest in experiences than possessions

WANDERERS

DEMOGRAPHICS

- Age: 50+
- Income: $100K+, some on fixed incomes
- No children in household

PREFERENCES

- Message to female planner
- Show breathtaking, once in a lifetime experiences
- Lots of planning and lead time

TARGET MARKETS

PRIMARY MARKETS

- Minneapolis, MN
- Chicago, IL
- Omaha, NE
- Colorado Front Range
- Denver, CO

SECONDARY MARKETS

- Dallas, Texas

SECONDARY STATES

- Minnesota
- Illinois
- Iowa
- Nebraska
- Colorado

TACTICS & MEDIA BREAKOUT

DIGITAL

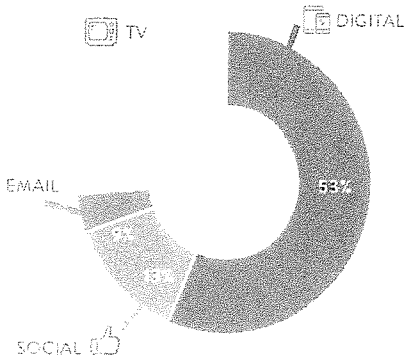
- Paid Search
- Online Travel Agency (OTA) Display and Landing Page
- Programmatic Display
- Location-Based Display
- Website Retargeting Display
- Search Retargeting Display
- Cable TV Amplification
- Targeted Emails
- Online Video

TRADITIONAL

- Cable Television
- Connected Television

SOCIAL

- Facebook Promoted Posts
- Facebook Website Retargeting
- Instagram Promoted Posts
- Instagram Website Retargeting
- Pinterest Promoted Pins



ESTIMATE

CHANTEL MCDONNELL

Social Media Management

Thank you for considering me for your social media marketing needs.

This is your estimate based on my recommendations from our previous 2019 contract.

Please feel free to contact me with any adjustments that would you like to make before you sign the contract if you choose me for your marketing needs.

Estimate for Custer BID Board

January 17, 2020

DIGITAL . CREATIVE . STRATEGY

PROPOSAL FOR FEBRUARY 1 - DECEMBER 31, 2020

Item	Description	Quantity	Price
Social Media Marketing	Social Media Package 1 Months - February, March, October, December	4 x $600.00	$2,400.00
	Social Media Package 2 Months - April, May, July, August, September	5 x $800.00	$4,000.00
	Social Media Package 1 Month - November	1 x $700.00	$700.00
	Social Media Package 2 Month - June	1 x $900.00	$900.00
	Pinterest Creation	1 x $200.00	$200.00
		Total Investment	$8,200.00

* January 2020 is not calculated. For future - January recommendation is Package 1.
* Tentative Blog Posting Content and Dates are on Page 2
* Blogs will be posted on Mondays at 11:00 am. June and November have 3 Mondays as reflected in proposal.

SOCIAL MEDIA PACKAGES

Package 1

2 biweekly blog posts - $100 per post
Facebook / Instagram / Pinterest Content & Posting - $400
3 Facebook posts per week
3 Instagram posts per week
3 Pinterest posts per week

Additional stories and engagement will come into play with events and community happenings.

Package 2

2 biweekly blog posts - $100 per post
Facebook / Instagram / Pinterest Content & Posting - $600
5 Facebook posts per week
5 Instagram posts per week
3 Pinterest posts per week

Additional stories and engagement will come into play with events and community happenings.

1411 11th Street | Rapid City, SD 57701 | (605)261-9077 | cevans9077@gmail.com

Blog Topics with Tentative Dates

February 10 | General Information about Custer
February 24 | Custer State Park | Jeep Safari
March 9 | 10 Reasons to Add Custer to your Bucket List
March 24 | Must Visit Places for the FOODIES in the Black Hills
April 6 | Summer Guide in Custer SD
April 20 | Kid Attractions / Traveling with Kids
May 4 | Sound of Silence Tesla Rally
May 18 | Volksmarch (Spring and Fall)
June 1 | Dog Lovers - Hotels and Things to do with your dog
June 15 | Ruth's Night Blast / Crazy Horse
June 29 | Gold Discovery Days Events Calendar, Reminder and General Information
July 13 | Preparing for the 80th Annual Motorcycle Rally / Hotels
July 27 | *Run Crazy Horse - October 3 / Lean Horse 100 Ultra Marathon - August 15
August 10 | Needles Highway | Preparing for Fall Colors
August 24 | Caves and Black Elk Peak
September 7 | View from the Top Stratobowl Historic Hot Air Balloon Launch
September 21 | Custer Buffalo Round Up
October 5 | Beautiful Neighbors in the Black Hills
October 19 | Don't Miss Snow Events
November 2 | 1881 Court House Museum
November 16 | Thanksgiving Post - Local Business Shout Out
November 30 | History of the Black Hills
December 14 | Christmas Post
December 28 | Celebrate the New Year - Plan your 2021 Trip to Custer

These are subject to change based on your wants and needs.

Contract

If you agree to these terms, please sign the line below.
Start Date: February 1, 2020
End Date: December 31, 2020

Signature _____ Date: _____
Custer

Signature _____ Date: _____
Chantel McDonnell

Thank you for your time and consideration.

USE AGREEMENT
BETWEEN
CITY OF CUSTER CITY AND THE
YMCA OF RAPID CITY

BY THIS AGREEMENT made and entered into this 16th day of March, 2020, by and between the City of Custer City of 622 Crook Street, Custer, South Dakota, hereinafter referred to as "Owner" and the YMCA of Rapid City, 815 Kansas City Street, Rapid City, South Dakota, hereinafter referred to as "User". The Owner allows the User to use the gym at the Custer Community Center Building for a term of one (1) year, to commence April 1st, 2020 and to end on April 1st, 2021.

The User will be conducting and operating public service activities for the mutual benefit of the community. The Owner and User agree and understand that the purpose of this use agreement is to enable the User to use the gym at the Custer Community Center building for recreational, public benefit, historical, community service and educational purposes for the benefit of the residents of Custer County, South Dakota. The parties agree that the structure shall be used for no other purpose, without the express written consent of the Owner. Further, both parties agree that there will be no usage of the gym while construction of the Custer Community Center building is in progress.

The parties agree that the maintenance of the gym and adjacent restrooms located within the building shall be the sole responsibility of the User, and the Owner shall bear no cost for the same. Further, the User agrees to maintain the structure in a good and safe condition that is at least equal to the condition at which it is found at the time of execution of this agreement with normal wear and tear alone excepted.

The parties agree that the User shall only have access to the east and north doors leading to the gym of the Custer Community Center building with no access to the kitchen or other parts of the building once inside the gym. Further, the Owner will distribute a set number of keys to the User. The User will have a sign out sheet for keys disbursed and the Owner shall be the sole party to make copies of keys.

The parties agree that snow and ice removal on the sidewalks outside of the Custer Community Center building used for accessing the gym and all other appurtenant areas except for the parking lot shall be the sole responsibility of the User, and the Owner shall bear no cost for the same.

The parties agree that snow and ice removal in the parking lot of the Custer Community Center shall be the sole responsibility of the Owner and the User shall bear no cost for the same.

The User shall make no alteration to the structure or make any improvements on the premises without the prior written consent of the Owner.

The parties agree and understand that all utilities, specifically including; water, sewer, heating, lighting and telephone shall be the sole responsibility of the Owner, as this is a temporary agreement.

The parties agree that the heat controls in the Custer Community Center building will be controlled solely by the Owner.

The User agrees to provide worker's compensation insurance, personal property insurance insuring their personal property, and premises liability insurance in the amount not less than two million dollars ($2,000,000.00) per occurrence, naming the Owner as additional insured, for Users operation area and any extensions thereof. Further, the User shall provide proof of said insurance to the Owner and shall save and hold harmless the Owner for any and all claims, demands, or suits arising from the Users operations.

The parties agree and understand that the User shall have no right to permit the use or consumption of alcoholic beverages on the demised premises.

The parties agree and understand that any and all proceeds derived by the User for the use and operation of the demised premises shall be the Users and the Owners shall have no interest in the same.

The term of this agreement is from April 1st, 2020 to April 1st, 2021. This agreement may be terminated at any time by either party with thirty (30) days advance notice.

Dated this 16th day of March, 2020

.

OWNER: _____
Mayor, Custer City

(SEAL)

ATTEST: _____
Finance Officer

USER: _____
YMCA of Rapid City

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)

POOL MANAGEMENT AND BATH HOUSE CONTRACT

THIS AGREEMENT is made by and between the City of Custer City, hereafter designated as City, and the YMCA of Rapid City, hereinafter designated as YMCA, for the purpose of contracting for the operation and management of the Custer City Swimming Pool and appurtenant facilities hereinafter designated as the "Pool". The City does hereby agree that YMCA shall manage the Custer Municipal Swimming Pool and appurtenant facilities, being described as follows, to wit:

LOTS FOUR (4), FIVE (5), AND SIX (6), BLOCK
THIRTY-FIVE (35), ORIGINAL TOWN, NOW THE CITY OF CUSTER
CITY, CUSTER COUNTY, SOUTH DAKOTA.

Under the terms and conditions as follows:

1. TERM.

The term of this agreement shall be from the date of June 1, 2020 to August 20, 2020, subject to renewal upon terms and conditions of a mutual agreement of the parties hereto.

2. 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.

3. CITY'S OBLIGATION.

The Owner, City of Custer City, agrees:

A. To provide to the YMCA the management, operation, and control of the swimming pool and appurtenant facilities for the term hereof, and under the terms and conditions as herein provided;
B. To provide necessary water, electricity and propane at no cost to the YMCA for the operation of the swimming pool and bathhouse;
C. To make capital improvements and repairs as are reasonably necessary. Capital improvements are hereby agreed to mean items affixed permanently or for an extended term to the premises and normally construed as major repairs or replacement items;
D. To place the pool in fully operational and safe condition prior to June 1, 2020, unless otherwise negotiated;
E. To provide for the maintenance, repair, purchasing of supplies, chemicals and pool water testing which are directly related to the operation of the physical pool systems, and allow the YMCA use of the automatic pool cleaning apparatus;
F. To pay the sum of $16,000.00 to YMCA on or before June 5, 2020, to be used by Lessee for operation of said facility;

4. YMCA'S RESPONSIBILITIES.

YMCA agrees:

A. To operate the Custer City swimming pool, and appurtenant facilities for the entire term commencing on the 1st day of June, 2020, and ending on the 20th day of August, 2020, subject to change upon mutual agreement of the parties hereto;
B. To collect necessary fees and charges for the use of said swimming pool facility, and to regulate the use thereof by those having paid appropriate charges therefore, said fees and charges as per attached Exhibit A;
C. To provide duly certified lifeguards and other personnel as is reasonably necessary to operate said facility;
D. To pay all expenses of the operation of bathhouse of said facility including labor, and any and all current operation costs, excluding expenses referred to in above section 3B;
E. To take all reasonable precautions during working hours to avoid any claim, demand, liability, or responsibility of any nature whatsoever due to or arising from the operation of the said swimming pool facility in a negligent, careless, or reckless manner. If damage occurs at said swimming pool facility outside the hours of operation, and the YMCA is not found to be negligent, the City will be responsible for expenses incurred;
F. To provide the City with monthly reports as to the financial operation of said facility and additional expenditures, including capital expenditures necessary for the continued use and maintenance of said facility;
G. At the termination of this Agreement, return said facility and all appurtenant properties and equipment to the City in as good or better condition as at the commencement of this lease agreement, reasonable wear and tear only excepted, and to repair or replace all properties and/or

equipment for which it is determined that the YMCA is responsible for due to negligent, careless, or reckless conduct;

H. To ensure the proper cleanliness and grooming of the facilities and grounds, i.e. pool area, dressing rooms, restrooms, and lawn areas. Further, to provide proper care and watering of lawn areas as directed by the City, including mowing of the lawn area.

I. To provide a policy of public liability insurance (minimum limit of $2,000,000.00 per occurrence) covering said facility, and to name the City as an additional insured party thereunder and such policy shall contain a thirty (30) day notice prior to cancellation, with the City named as an additional notice party, on or before June 1, 2020.

Dated this _____day of _____.

CITY OF CUSTER CITY

_____
Corbin Herman, Mayor

ATTEST:

Laurie Woodward
Finance Officer

YMCA of RAPID CITY

(SEAL)

By:_____
Director

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)

EXHIBIT A

2020 POOL FEES

Daily Pass	
Children under 3	Free
Youth Non-Members	$3.00
Adult Non-Members	$5.00
Family Non-Members	$10.00

Planning Department

City of Custer City
622 Crook Street
Custer, SD 57730

Phone (605) 673-4824
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3/12/2020

RE Bike Rack Donations

City Council,

Requesting the Council accept the donation and placement of 3 bike racks from the Recreation and Wellness team in conjunction with Custer Area Economic Development. City staff to place the racks. Special thanks to Black Hills Energy for the grant to purchase the racks and Colleen for her work….

Racks to be placed at

- **Harbach Park** (with a phase of construction, surface mounted so can be incorporated into a hard surface area in the park)
- **Bark Park** (ground mounted, to be serve the Michelson Trail Spur)
- **French Creek Park** (in the area N of the bridge near the horse shelter).

TmH
3/12/2020

Black Hills Council of Local Governments, 2020 Assessment, $535.00
Black Hill Chemical, Supplies, $63.48
Black Hills Energy, Utilities, $15,004.83
Butler Machinery, Supplies, $120.20
California State Disbursement, Deduction, $92.30
Chamber of Commerce, Sales Tax Subsidy, $5,643.64
Culligan, Repairs and Maintenance, $18.50
Custer Area Arts Council, 2020 Subsidy, $2,000.00
Chronicle, Publishing, $424.82
Custer Ace, Supplies, Repairs & Maintenance, $802.65
Discovery Benefits, Supplies, $30.00
French Creek Supply, Supplies, Repairs and Maintenance, $293.13
GovOffice, Supplies, $660.00
Green Owl Media, Professional Fees, $156.00
Hawkins, Supplies, $7,372.86
Kimball Midwest, Supplies, $241.96
L & L Insulation Inc, Professional Fees, $191.70
Liberty Chrysler Center LLC, Equipment, $30,589.00
Lynn's Dakotamart, Supplies, $57.12
Midcontinent Testing Lab, Professional Fees, $115.00
Northwest Pipe Fitting, Supplies, $1,522.87
Petty Cash, Supplies, $161.25
Rapid Delivery, Professional Fees, $66.15
Regional Health Network, Sales Tax Subsidy, $32,023.54
Sanders Sanitation, Supplies, $696.65
Servall, Supplies, $189.28
SDARWS, 2020 Membership, $700.00
SD Public Assurance Alliance, Insurance Renewal, $47,055.73
Bit Finance/State Long Distance, $85.77
Severin, Chris, Reimbursement, $63.90
The Fence Company, Repairs and Maintenance, $2,062.50
The Hartford, Insurance, $59.54
USDA Loan Payment, $8,910.00
Wesdak Welding & Diesel LLC, Repairs and Maintenance, $2,070.00
Wolf, Gloria, Refund, $75.00
Plank, Roy, Utility Refund, $9.41
Eudy, Allen, Utility Refund, $94.13
Total Claims $160,257.91