

All City Council Meetings are recorded.

**CITY OF CUSTER CITY
COUNCIL AGENDA
December 2nd, 2019 – City Hall Council Chambers
5:30 P.M.**

1. Call to Order - Roll Call - Pledge of Allegiance
2. Approval of Agenda
3. Approval of Minutes – November 18th, 2019 Regular Meeting
4. Declaration of Conflict of Interest
5. Public Hearings - Public Presentations
 - a. First Reading – Ordinance #832 – Sign Regulations
 - b. First Reading – Ordinance #833 – 2019 Supplemental Budget Ordinance
 - c. Resolution #12-02-19A – Addendum to Residential Solid Waste Collection & Disposal
 - 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. Kone Elevator Maintenance Proposal
 - b. Hazard Mitigation Grant
 - c. Vehicle Purchases
 - d.
 - e.
 - f.
9. Presentation of Claims -
10. Department Head Discussion & Committee Reports –
11. Possible Executive Session – Personnel, Proposed Litigation, & Contract Negotiations (SDCL 1-25-2(1,2,3,4,5))
12. Adjournment

REMINDERS

- General Government Committee Meeting – December 9th, 2019 4:30 P.M.
Planning Commission Meeting – December 10th, 2019 5:00 P.M.
Regular City Council Meeting – December 16th, 2019 5:30 P.M.
Park & Recreation Committee Meeting – December 17th, 5:30 P.M.
End of Year Council Meeting – December 30th, 5:30 P.M.
Public Works Committee Meeting – January 6th, 2019 4:30 P.M.
Regular City Council Meeting – January 6th, 2019 5:30 P.M.**

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

**CITY OF CUSTER CITY
COUNCIL PROCEEDINGS- REGULAR SESSION
November 18th, 2019**

Mayor Corbin Herman called to order the second meeting of the Common Council for the month of November 2019 at 5:30 p.m. Present at roll call were Councilpersons Blom, Whittaker, Moore, Fischer, Nielsen and Ryan. The Pledge of Allegiance was stated.

AGENDA

Councilperson Moore moved, with a second by Councilperson Blom, to approve the agenda with the Christmas Parade Request and Sander Sanitation Contract agenda items being moved to before the WWTF Improvements Study. The motion unanimously carried.

MINUTES

Councilperson Nielsen moved, with a second by Councilperson Whittaker, to approve the minutes from the November 4th regular council meeting. The motion unanimously carried.

CONFLICTS OF INTEREST

No conflicts of interest were stated.

PUBLIC HEARING – LIQUOR & WINE LICENSE RENEWALS

The Council was presented with a renewal list of 27 liquor & wine license applications for the 2020 license period. Councilperson Fischer moved to approve the applications as listed with property taxes being paid current and proof of insurance being provided. Seconded by Councilperson Blom, the motion unanimously carried.

DAKOTA RESOURCE 2019 INNOVATION RURAL COMMUNITY AWARD – COLLEEN HENNESSY

Colleen Hennessy presented the Dakota Resources 2019 Innovation Rural Community Award, which she excepted for the work she has done with the Health Hometown Committee under Custer Area Economic Development.

CHRISTMAS PARADE REQUEST - CHAMBER

Councilperson Fischer moved to approve the Christmas Parade request from the Custer Chamber of Commerce for December 7th, with modification to the indemnification clause. Seconded by Councilperson Whittaker, the unanimously motion carried.

SANDER SANITATION CONTRACT

Councilperson Nielsen moved to acknowledge the letter from Sander Sanitation requesting contract modifications. Seconded by Councilperson Blom, the motion unanimously carried.

WWTF IMPROVEMENTS STUDY - DGR

Trent Bruce with DGR Engineering presented the Wastewater Treatment Facility Plan to Council. Councilperson Fischer moved to accept the Wastewater Treatment Facility Plan as presented. Seconded by Councilperson Nielsen, the motion unanimously carried.

SECOND READING – ORDINANCE #831 – CLASS MISDEMEANOR CLARIFICATION

Councilperson Nielsen moved to adopt Ordinance #831, Class 1 Misdemeanor Clarification. Seconded by Councilperson Blom, the motion carried with Councilperson Blom, Whittaker, Moore, Fischer, Nielsen and Ryan voting yes.

PUBLIC COMMENTS

No public comments were received.

MINOR PLAT – LOT F THROUGH J OF PLEASANT ACRES 2ND ADDITION

Councilperson Nielsen moved to approve the minor plat of Lots F Through J of Pleasant Acres 2nd Addition. Seconded by Councilperson Whittaker, the motion unanimously carried.

EXECUTIVE SESSION

Councilperson Fischer moved to go into and out of executive session for personnel per SDCL 1-25-2(1-5) at 6:47 pm, with the Attorney, Public Works Director, Planning Administrator and Finance Officer present. Seconded by Councilperson Moore, the motion unanimously carried. Council came out of executive session at 6:49 pm, with no action taken.

STEP INCREASE

Councilperson Nielsen moved to approve the step increase for Sydney Gramkow to step 2, at \$17.42 per hour effective November 7th, 2019. Seconded by Councilperson Blom, the motion unanimously carried.

CLAIMS

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

A & B Electric, Repairs and Maintenance, \$176.96

American Legal Publishing, Professional Fees, \$259.35

Andersen Engineers, Professional Fees, \$1,750.00

Black Hills Energy, Utilities, \$15,733.03
Black Hills Occupational Medicine, Safety, \$250.00
California State Disbursement, Deductions, \$92.30
Culligan, Repair & Maintenance, \$72.50
Custer Ambulance, TIF #1 Payment, \$9.53
Chamber of Commerce, Sales Tax Subsidy, \$20,862.43
Chronicle, Publishing, \$676.92
Custer County Treasurer, TIF #1 Payment, \$129.38
Custer School District, TIF #1 Payment, \$400.53
Custer Ace Hardware, Supplies, Repairs & Maintenance, \$810.65
Dakota Pump, Repairs & Maintenance, \$1,377.55
Discovery Benefits, Supplies, \$30.00
Display Sales, Supplies, \$3,188.00
Fastenal, Supplies, \$716.94
First Interstate Bank, Supplies \$121.75
French Creek Supply, Supplies, \$430.61
Hawkins, Supplies, \$4,315.83
J.P. Cooke Co, Supplies, \$59.00
Jenner Equipment, Repairs & Maintenance, \$280.44
KLJ, Professional Fees, \$4,368.00
Lynn's Dakotamart, Supplies, \$88.08
Midcontinent Testing Labs, Professional Fee, \$130.00
Nelson's Oil & Gas, Supplies, \$1,770.93
Newman Traffic Signs, Supplies, \$63.43
Northwest Pipe Fittings, Supplies, \$56.27
Overland Contracting Inc, Permit Fees, \$4,000.00
Pace, Supplies, \$740.29
Pitney Bowes, Supplies, \$500.00
Rapid Delivery, Supplies, \$92.61
Regional Waste Management District, Supplies, \$83.04
S & B Motors, Supplies, \$19.74
Servall, Supplies, \$189.28
State of SD, Sales Tax Payable, \$1,178.56
Bit Finance, Utilities, \$53.60
Stan Houston Equipment, Repairs & Maintenance, \$38.74
USDA Loan Payments, \$8,910.00
YMCA, Subsidy, \$1,500.00
Eriksson, Colleen/Valter, Utility Refund, \$63.01
Total Claims \$75,589.28

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 7:21 p.m. Seconded by Councilperson Moore, the motion carried unanimously.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward
Finance Officer

Corbin Herman
Mayor

ORDINANCE NO. 832

AN ORDINANCE AMENDING TITLE 15 OF THE CITY OF CUSTER CITY MUNICIPAL CODE, BUILDINGS AND CONSTRUCTION, BY ADDING CHAPTER 15.10 SIGN REGULATIONS.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF CUSTER CITY THAT CHAPTER 15.10, SIGN REGULATIONS, IS HEREBY ADDED TO TITLE 15 OF THE CITY OF CUSTER CITY MUNICIPAL CODE:

Chapter 15.10

SIGN REGULATIONS.

Sections:

- 15.10.010 Purpose and Intent**
- 15.10.020 Definitions**
- 15.10.030 General Sign Regulations**
- 15.10.040 Maintenance.**
- 15.10.050 Billboard Signs.**
- 15.10.060 Electrical signs.**
- 15.10.070 On-premise business signs in Highway Commercial and Industrial Districts.**
- 15.10.080 Off-premise signs in any zoned district.**
- 15.10.090 Central Business District Sign Regulations.**
- 15.10.100 Residential District Sign Regulations.**
- 15.10.110 Temporary signs.**
- 15.10.120 Application Fees.**
- 15.10.130 Violations.**
- 15.10.140 Non-conforming, Unsafe and Unlawful Signs.**

15.10.010 Purpose and Intent

Signs provide an important medium through which individuals may convey a variety of noncommercial and commercial messages. However, left unregulated, signs can become a threat to public safety as well a traffic hazard. Such signs may also constitute an aesthetic nuisance and be a detriment to property values and the welfare of the public. Uncontrolled and unlimited signs degrade the attractiveness of the natural and manmade attributes of the community and thereby undermine the economic value of tourism, visitation, and permanent economic growth. Through fair and consistent regulation of advertising signs, the attractiveness and economic wellbeing of the City of Custer City will be enhanced as a place to live, work and conduct business, and provide an equal measure of advertising for community businesses.

The intention of enacting this ordinance is to:

1. Balance the rights of individuals to convey their message through signs and the right of the public to be protected against the unrestricted proliferation of signs;
2. Further the objectives of the city's comprehensive plan;
3. Protect the public health, safety, welfare, and aesthetics of the city;
4. Reduce traffic and pedestrian hazards;
5. Maintain the historical image of the city;
6. Protect property values by minimizing the potentially adverse effects and visual blight caused by signs;
7. Promote economic development;

15.10.020 Definitions

“Sign, advertising”. A piece of paper, wood, or other material, with words or pictures on it, that provides information to the public about a business, activity or event that is available on a specific property or a general area.

“Sign, area”. The total square footage of all business and outdoor advertising signs on any specific lot. The area of a sign shall be determined by the smallest triangle, rectangle or circle that can be used to enclose that which the advertisement is composed of, exclusive of the supporting structure that bears no message. Three dimensional signs shall be treated as dual-faced signs, such that the total area shall be twice the area of the smallest triangle, rectangle or circle which can totally circumscribe the sign in the plane of its largest dimension.

“Sign, alteration”. Any change of copy, sign face, color, size, shape, illumination, location, construction, or supporting structure of any sign.

“Sign, animated”. A sign that uses movement, lighting or special materials to depict action or create a special effect to imitate movement.

“Sign, area identification”. A sign to identify a common area containing a group of structures, or a single structure, such as a residential subdivision, apartment complex, industrial park, or shopping center, located at the entrance or entrances of the area.

“Sign, banner”. A temporary sign, banner, wave banner, flag or pennant composed of lightweight material enclosed or unenclosed in a rigid frame, secured or mounted in a temporary manner for special event advertising.

“Sign bench”. A bench provided for the pedestrian public which contains on-premise

advertising.

“Sign, billboard”. An on-premise or off-premise sign which exceeds the sign size and/or area regulations for the district in which it is intended to be placed.

“Sign, building marker”. Any sign, stone or monument mounted to a structure indicating the name of a building date or incidental information about its construction.

“Sign, canopy”. A sign that is a part of or attached to any awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance window, or outdoor service area.

“Sign, construction/development”. A sign stating the names of the developers, contractors, engineers or architects, during the time that construction or development is actively underway.

“Sign, directional”. Used to give directions to or location of a specific place giving the name of the site and the mileage or distance, route numbers, and exit numbers.

“Sign, double-faced”. A sign constructed to display its message on the outer surfaces of two identical and opposite planes at an angle of forty-five degrees or less.

“Sign, electronic reader board” A sign or portion thereof which can be electronically changed or rearranged without altering the face or the surface of the sign. A sign on which the only copy that changes is an electronic or mechanical indication of time or temperature shall be considered a "time and temperature" portion of a sign and not a commercial message or an electronic reader board sign for purposes of this Chapter.

“Sign, exposed neon”. Signage such that the neon tubing is visible to the eye. This shall not include neon signs located within building windows, or behind opaque sign faces.

“Sign, exteriorly illuminated”. A sign where artificial light projects from within or onto the sign copy. Exterior illumination is a light source that is visible exterior to the sign.

“Sign, internally illuminated”. Interior illumination shall mean signs where the artificial light source is located within the sign and is not viewable from the exterior of the sign.

“Sign, flashing”. An illuminated sign on which artificial light is not maintained stationary and/or constant in intensity and color.

“Sign, freestanding or pole”. A sign which is supported by one or more uprights, poles, or braces in or upon the ground.

“Sign, future tenant”. An on-premise temporary sign that identifies the names of future businesses.

“Sign, garage/yard sale”. A private sale of personal property used to dispose of personal household possessions and not for the use of any commercial venture.

“Sign, governmental”. A sign erected by a government agency or its designee, setting forth information pursuant to law and/or ordinance.

“Sign, grand opening”. A one-time promotional activity not exceeding thirty calendar days used by newly established businesses location within two months after occupancy to inform the public of their location and service available to the community.

“Sign, ground”. A sign where the bottom coping is less than twenty-four inches (24") from the grade below.

“Sign, inflatable”. An object bearing advertisement that is inflated with air or gas.

“Sign, maintenance”. The repair or replacement of individual sign components including paper, fabric or plastic copy panels, electrical wiring and bulbs, or paint, stucco or other exterior finishes.

“Sign, marquee”. A projecting sign attached to, in any manner, or made a part of a marquee. A Marquee Sign must maintain a minimum vertical clearance of ten feet (10') from the ground to the lowest point of the marquee structure.

“Sign, multi-faced”. A two-sided sign which is the same on both sides. The single structural component is counted as one sign.

“Sign, monument”. A freestanding sign that does not have exposed pole or pylon, and is attached to a single columnar base for at least seventy-five (75) percent of the entire width of the sign.

“Sign, non-conforming”. A sign lawfully erected and maintained prior to the adopting of this ordinance that does not conform with the requirements of this ordinance.

“Sign, off-premise”. A sign, including the supporting sign structure, which is visible from the street or highway and advertises goods or services not located on the premises and/or property upon which the sign is located. The following shall *not* be considered an off-premise sign:

- 1) Direction or official signs authorized by law;

2) Real Estate Signs;

3) Political signs.

“Sign, on-premise”. A sign that advertises goods or services available at the site and on the lawful premises of the billboard or advertising sign.

“Sign, pennant”. Any lightweight plastic, fabric or other material, whether or not containing a message of any kind, suspended from a rope, wire, string or pole designed to move in the wind.

“Sign, permanent”. A sign constructed from metal, wood, vinyl or plastic, or any combination thereof, which is constructed and affixed to the building or supporting structure in a manner approved by the Planning Administrator or his/her designee.

“Sign, pole”. A freestanding sign which is erected upon one or more posts directly in or upon the ground and not attached to, braced by, any other structure.

“Sign, political”. A sign designed for the purpose of advertising support of or opposition to a candidate or proposition for a public election.

“Sign, portable”. A sign designed to be movable from one place to another, which is not affixed to the ground or structure.

“Sign, projecting”. A sign which is affixed to a wall of a building and extends outward from the building wall with a minimum vertical clearance of ten feet (10) above ground level.

“Sign, real estate”. A sign offering property (land and/or buildings) for sale, lease, or rent.

“Sign, repair”. The replacement of metal or wood cabinets, structural faces, supporting structural members, primary uprights, posts and poles, or the sign in its entirety.

“Sign, roof”. A sign erected or attached in whole or in part upon the roof of a building.

“Sign, trailer or semi-trailer”.

a. A trailer or semi-trailer unit that is not currently commercially licensed and operable shall be considered an off-premise billboard sign.

b. A trailer or semi-trailer unit that is currently commercially licensed and operable shall be considered a billboard sign.

“Sign, structure”. Any structure which supports, has supported, or is capable of supporting single or multiple signs.

“Sign, temporary”. Signs that are temporary in nature, used in conjunction with a specific event, that is placed, moved, or erected in such a manner so that it may be easily removed

from the property and is not permanently affixed.

“Sign, time and temperature”. A sign or portion of a sign displaying only current time and temperature in an electronic, digital fashion.

“Sign, vehicle”. A sign placed, painted, attached, or displayed on a vehicle advertising a company, store, or service.

“Sign, wall”. A sign which is attached directly to or painted upon a building wall, and which does not extend more than six inches (6”) from the wall, nor extends above the roofline.

“Sign, window”. A sign, picture, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale or service that is placed inside a window or upon the window.

“Planning Administrator”. The official designated by the City Council to administer the City’s sign regulations.

15.10.030 General Sign Regulations

1. In any area where advertising signs are permitted, all applicable state and federal regulations shall apply.
2. Vehicle roof mounted signs for taxis and delivery vehicles shall not exceed three (3) square feet. Vehicle roof signs are required to be manufactured for vehicle roof placement.
3. Advertising signs strapped or tied to the roof of any vehicle or on any other conveyance and parked in any public right-of-way shall be prohibited.
4. Building roof signs shall be architecturally integrated into the roof structure design, with additional roof loads, wind loads and snow drifting loads taken into consideration, and in no case shall the sign extend above the building roof line.
5. Signs shall be placed adjacent to the street upon which the sign allowance was calculated.
6. Sign structures housing signs for single or multiple businesses, and pole signs greater than ten feet (10’) in height and sixteen (16) square feet in area, shall be considered a commercial structure and regulated through the building permit process. Sign regulations shall apply.

7. Painting any advertising upon a public sidewalk is prohibited.
8. Signs shall not overhang into or be placed in any dedicated public right-of-way except as allowed by that governmental entity having jurisdiction over that right-of-way.
9. Signs shall not overhang into or over adjoining property, without proof of written approval by that adjoining property owner.
10. Signs established by, or by order of, any governmental agency.
11. No sign shall be constructed to resemble any official marker erected by a governmental entity, or which by reason of position, shape, or color would conflict with the proper functioning of any official traffic control device, sign, or marker.
12. Animated signs shall not be placed in any manner as to cause distraction to vehicle traffic. Animated signs identified to be so placed shall be considered a public nuisance and caused to be immediately removed.
13. Sign benches displaying advertising may be located only on commercial premises. The display area on any sign bench shall not exceed 12 square feet. No more than 3 sign benches shall be located on any premises. Benches placed upon the SD-DOT right-of-way are subject to SD-DOT regulations. Sign benches displaying off-premise advertising shall be considered an off-premise sign.

15.10.040 Maintenance.

1. All signs and sign structures shall be in good repair, and shall be maintained so as to protect from deterioration, damage, decay and/or abandonment.
2. All signs shall be maintained. If any sign fails to be maintained by the owner the Planning Administrator shall notify the owner of the sign that the sign is in violation of this section, and that if the violation is not corrected within thirty (30) days, the sign will be subject to immediate removal.
3. All signs structures shall display message. If any sign fails to display a message for 30 consecutive days, the Planning Administrator shall notify the owner of the sign that the sign is in violation of this section, and that if the

violation is not corrected within thirty (30) days, the sign will be subject to immediate removal.

15.10.050 Billboard Signs.

On-premise and off-premise billboard signs shall not be placed anywhere within the city limits of Custer City.

15.10.060 Electrical signs.

1. General Regulations.

- a. Electrical signs shall be constructed in accordance with the provisions of the Administrative Rules of South Dakota (ARSD) 20:44:22, the National Electrical Code and the city's Municipal Code. Signs constructed in a UL shop must be energized by a licensed electrician. If a sign is constructed in a shop that is not UL, then wiring of the sign and energizing of the sign must be done by a licensed electrician.
- b. Electrical signs and outline lighting shall be marked with the manufacturers name, voltage input, and current rating. The marking required by this section and the label of a recognized testing lab, shall be located in a visible location and readable from both grade and the sign's electrical disconnect.
- c. All metal parts of electrical signs and outline lighting shall be grounded in accordance with the National Electrical Code.
- d. Each electrical sign or outline lighting system shall have an externally operable disconnect means located within sight of the sign or outline lighting transformer.
- e. Electrical signs may be illuminated internally or externally so long as all lighting is directed away from the public right-of-way and adjacent residential areas.

2. Sign brightness.

- a. Any sign that is internally illuminated, or which displays electronic variable messages through light emitting diodes, liquid crystal

display, plasma image display, or any other light emitting mechanism must be equipped with automatic dimming technology that automatically adjusts the display's brightness based upon ambient light conditions. The brightness level for signs shall not exceed a brightness level of 0.3 foot candles above ambient light as measured using a foot candle (Lux) meter at standard preset distances.

- b. Existing on-premise and off-premises signs displaying variable messages through the use of internal illumination technology or through light emitting diodes, liquid crystal displays, plasma image displays, or any other similar light emitting technology may only display static messages. Static copy on these signs may be changed at a minimum interval of 8 seconds. Full motion images, graphics or video are prohibited.

15.10.070 On-premise business signs in Highway Commercial and Industrial Districts.

1. Total allotted sign area shall be limited to three square feet (3 sq/ft) of sign space per one (1) lineal feet of commercial street frontage, except that no any bona fide business shall have not less than fifty square feet (50 sq/ft) of sign space allotted to them. Where a parcel of land has reduced street frontage because it is located behind another parcel that abuts the street, the sign allotment shall be calculated from the width of the rear parcel for the length that it parallels the street it is accessed from.
2. Double-sided pole signs shall not exceed two-hundred square feet (200 sq/ft) of aggregate sign area and shall not exceed thirty feet (30') in height measured from the top of the sign.
3. Wall mounted signs shall be limited to one-hundred square feet (100 sq/ft). A wall sign may project not more than six inches from the storefront.
4. Monument signs not to exceed one hundred square feet (100 sq/ft) in size, exclusive of the supporting elements, provided that no part of the sign or structure exceeds six feet (6') in height and complies with corner lot sightline

regulations.

5. Double-sided projecting signs are allowed to have a maximum of fifty square feet (50 sq/ft) of sign area and shall be subject to the provisions of the Maintenance and Encroachment Agreement between the State of South Dakota and the City of Custer.
6. Signs shall be placed adjacent to the street upon which the sign allowance was calculated.
7. No sign or element thereof shall be constructed closer than five feet (5') to any property line.
8. Sign structures, pole signs and monument signs shall not be placed closer than seventy-five feet (75') to any other like sign structure, pole sign or monument sign.
9. Company emblems, logos, and Trademark names architecturally designed into fuel station canopies do not count towards the aggregate sign area.
10. Sign structures housing signs for multiple businesses, such as a mall or shopping complex, shall be considered a commercial structure and shall be regulated through the building permit process.

15.10.080 Off-premise signs in any zoned district.

1. All off-premise signs shall be subject to the conditional use permit regulations provided, however, that in no case shall an off-premise sign be approved that is larger than an on-premise sign that would be allowed on the property it is intended to serve.
2. All off-premise signs will be considered entirely upon their own merits with no other off-premise sign considered to be precedence.
3. Any motor vehicle or trailer that bears commercial advertisement that is located or placed on a property for the purpose of advertising, and which is not on the same lot as the business being advertised, shall be considered off-premise signage and off-premise advertising.

15.10.090 Central Business District Sign Regulations.

1. Total allotted sign area shall be limited to two square feet (2 sq/ft) of sign area per one (1) lineal feet of commercial street frontage, except that any bona fide business shall have not less than fifty square feet (50 sq/ft) of sign area allotted to them.
2. Signs shall be placed adjacent to the street upon which the sign allowance was calculated.
3. Wall mounted signs are allowed to be a maximum of one-hundred square feet (100 sq/ft). A wall sign may project not more than six inches from the storefront.
4. Double-sided projecting signs:
 - a. are allowed to have a maximum of fifty square feet (50 sq/ft) of aggregate sign area;
 - b. are allowed to project a maximum of seven feet (7') beyond the front of the building provided, however, any portion of the projecting sign, or any appurtenance thereto, may not be closer than three feet (3') to the face of the street curb as measured vertically from the adjacent grade;
 - c. Shall be at least eight feet (8') above adjacent grade to the lowest point of the sign;
 - d. A premises is allowed one projecting sign per street frontage.
5. Double-sided pole signs are allowed to have a maximum of fifty square feet (50 sq/ft) of sign area, not over thirty feet (30') in height, and shall be subject to the provisions of the Maintenance and Encroachment Agreement between the State of South Dakota and the City of Custer.
6. Temporary on-premise business signs may be placed in lieu of a permanent on-premise sign provided that a sign permit for a permanent on-premise sign has been applied for and the placement of the temporary on-premise sign complies with all other provisions of this ordinance and is not placed on the premises for a length of time greater than sixty (60) days from the date of the

sign application.

7. For each permitted or required off-street parking area that has a capacity of more than four cars: one sign not more than four square feet in area, designating each entrance to or exit from such parking area; and one sign, not more than four square feet (4 sq/ft) in area, identifying or designating the conditions of use of such parking area is permitted.
8. One non-illuminated 'For Sale' or 'For Rent' sign not exceeding five square feet (5 sq/ft) in area and advertising the sale, rental or lease of the premises on which the sign is located is permitted.
9. Signs established by, or by order of, any governmental agency are permitted.

15.10.100 Residential District Sign Regulations.

1. Real estate signs shall not exceed ten (10) square feet in area and forty-two inches (42") in height.
2. Business signs which direct attention to a home occupation, where such is permitted, shall not exceed five square feet (5 sq/ft) in area, and shall be limited to one such sign per approved home occupation use. No sign shall be placed closer than twenty-five feet (25') to any property line abutting a street.
3. Churches, hospitals, clinics or similar occupancies in residential districts shall not exceed twenty-five square feet (25 sq/ft) in area.
4. For each real estate subdivision that has been approved in accordance with the regulations of the City of Custer, one area identification sign per entrance, not over thirty-two (32) square feet in area, advertising the sale of property in such subdivision. Permits for such signs shall be issued for a two year period and may be renewed for additional two year periods.
5. Subdivision entrance identification signs shall not exceed sixty-five (65) square feet in area, exclusive of the fence, wall, or sign structure on which the sign is attached to, and limited to one (1) sign per entrance. Placement of the sign shall be approved through the subdivision review process.
6. For construction on or development of a lot, signs not more than twelve square feet (12 sq/ft) in area, stating the names of contractors, engineers or

architects, but only during the time that construction or development is actively underway.

7. Seasonal on-premise advertising signs, for agricultural products raised and/or cultivated on that land, not to exceed twelve square feet (12 sq/ft) in area.
8. Small directional signs shall not be greater than 18" x 24" rectangular or 18" in diameter. Directional signs shall require city approval.
9. Signs established by, or by order of, any governmental agency.

15.10.110 Temporary signs.

1. All temporary signs, pennants and banners shall be placed, built, erected, or moved onto site location in such a manner as to be easily removed.
2. Real Estate signs, garage sale signs and political signs may be placed within the right-of-way of a city street subject to the following conditions:
 - a. Signs shall not exceed ten (10) square feet in area and forty-two inches (42") in height in residential districts or sixteen (16) square feet in all other zoned districts.
 - b. Signs shall not be placed within four feet (4') of any improved street or within ten feet (10') of the traveled path of any unimproved street.
 - c. Signs shall not be placed in any unsafe manner or within any intersection sightline triangle.
 - d. These provisions do not apply to state right-of-ways.
3. Political or campaign signs must be removed within five (5) days following such election, unless the candidate is involved with on-going subsequent elections in which the sign is intended to influence.
4. Signs shall not be placed on another person's property without their consent.
5. The following items shall be considered on all temporary signs.
 - a. All signs shall be subject to the provisions of the Maintenance and Encroachment Agreement between the State of South Dakota and the City of Custer.
 - b. Temporary on-premise banners for special events, such as benefits, festivals or similar activity are allowed seven (7) days prior to any

lawful event and must be removed from premise within two (2) business days of conclusion of the event unless otherwise expressly authorized in writing by the Planning Administrator.

- c. Vinyl or cloth banners or pennants that are nailed, stapled, tacked or otherwise fastened to a structure beyond the allotted time period shall be considered a permanent sign, placed in violation of the permanent sign requirements, including permit requirements, and shall be subject to the \$75.00 fine for failing to obtain a sign permit. Signs so placed shall be removed upon notice by the City.
- d. Freestanding Portable Signs (mobile signs), and temporary electronic signs that will be used for grand openings or special events, must be pre-approved by the Planning Administrator. (permit required-no fee)
- e. Banners which hang across public property shall have prior approval from the City Council.
- f. No sign, banner or pennant shall be placed within any right-of-way or on any public property or attached to any traffic sign, fire hydrant or light pole or placed in any manner that impedes or endangers pedestrian or vehicular traffic. Such signs shall be subject to immediate removal by the City and may be retrieved at City Hall for a fee of twenty-five dollars (\$25.00) each payable to the city Finance Officer. Signs not retrieved within thirty (30) days will be discarded.
- g. Where a sign or banner cannot be immediately removed by city crews or by contract, the owner of the sign shall be given notice of the violation and allowed five (5) days to correct the violation, the notice shall inform the property owner that failure to correct within the time given will result in the property owner being assessed the violation fee of seventy-five dollars (\$75.00).
- h. Garage/Yard Sale signs do not require a permit, but shall not be placed longer than three (3) days prior to the event and shall be removed immediately following the event.
- i. Signs shall not be placed so that they create visibility problems or

interfere with line of sight with any traffic sign or official signs.

- j. Attention attracting devices must be approved by the Planning Administrator. The Planning Administrator shall consider the type of device, location and time duration proposed along with any other pertinent information.

6. Application and Permitting.

- a. Installation of new on-premise and off-premise signs are regulated by the Building Permit process. A 'Sign Permit' application shall be filled out by the applicant and submitted to the Planning Administrator for review, except that sign structures shall be considered to be a structure and a building permit will be required to be obtained.
- b. Sign and sign structure applications shall be reviewed and approved within a reasonable time with the approved application serving as the sign permit, except that if an application is denied the application will be returned to the applicant with a written reason for the denial.
- c. Sign permits and building permits shall be valid for not more than 180 days. Where construction or installation has not started within 180 days the permit shall be void and a new application for permit must be submitted. Where construction or installation has been suspended for more than 180 days after construction has begun, but not completed, the permit shall be void and application for permit must be submitted.

15.10.120 Application Fees.

- 1. A one-time fee shall be assessed per each issued new sign permit as follows:
 - a. On-premise Signs: \$75.00/each new sign
 - b. Sign Structures: \$75.00/sign + building permit fee
 - c. Off-premise Signs: Conditional Use Permit fee + building permit fee
 - d. Temporary Signs \$ no fee (permit is required)
- 2. Changing the face or copy of an existing conforming sign does not constitute a 'new sign' provided the size and location of the sign does not change.

3. Political signs, garage sale signs, and directional signs, as defined in this Section, are exempt from fees.

15.10.130 Violations.

1. In addition to the provisions provided in Chapter 1.12 of the Custer Municipal Code, a property owner who is in violation of these sign regulations shall be given notice to correct or to abate the violation and shall be subject to a fine of seventy-five dollars (\$75.00) for each violation if not abated in the time allowed. Each day the violation continues beyond the date of official notice to correct or abate shall be considered a separate violation. Nothing in this ordinance shall be construed as to prevent or limit the City in seeking resolution through any other means provided by law.
2. Any person, firm or entity directly affected by such notice of violation shall have the right to appeal to the City Council, provided that the application is filed with the City Finance Officer within fifteen (15) days of the date of the notice. Appeals shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means. Failure of any person to file an appeal within the specified time period shall constitute a waiver of the right to an administrative hearing and adjudication of the order or to any portion thereof.

15.10.140 Non-conforming, Unsafe and Unlawful Signs.

1. Whenever it shall be determined by the Planning Administrator that any sign or billboard that has been constructed or erected, or is being maintained in violation of the terms of this section, or is unsafe, unsecured or deteriorated, such sign shall either be made to conform with all sign regulations as provided by this section or shall be removed within thirty (30) calendar days after written notification thereof by the Planning Administrator. Such sign shall be removed at the expense of the owner or lessee thereof.
2. If the Planning Administrator finds that any Billboard or Sign has deteriorated more than 50% (fifty percent) of its replacement value or is not repaired within the time specified in the Notice of Violation, the Planning Administrator shall

notify the owner of the sign or billboard and the owner of the real property on which the sign or billboard is located, to remove the sign or billboard from the property at the sign or billboard owners expense within a specified period of time stated on the Notice of Violation.

3. Signs which advertise an activity, business or service which has been discontinued for ninety days (90) or more, must remove the sign within thirty (30) days of the date of notification from the City.
4. Existing nonconforming signs shall constitute nonconforming use. Any lawful use or occupancy of land or premises existing at the time of the adoption of the sign ordinance may be continued, even though the use or occupation does not conform to the provisions of the ordinance. However, if the nonconforming use or occupancy is discontinued for a period of more than one year, any subsequent use or occupancy shall conform with the sign ordinance. (Source: SDCL 11-2-26)
5. Nothing in this section shall prevent the City in taking immediate action to abate any threat to the life, health or safety of the public.

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

Dated this 16th day of December 2019.

City of Custer City

Corbin Herman, Mayor

Attest: _____
Laurie Woodward, Finance Officer

(SEAL)

First Reading: December 2, 2019

Vote:

Seconding Reading: December 16, 2019

Moore: #####

Ryan: #####

Publication: December 25, 2019

Blom: #####

Nielsen: #####

Whittaker: #####

Fischer: #####

ORDINANCE NO. 833
SUPPLEMENTAL APPROPRIATION

An Ordinance Entitled Ordinance No. 833, a Supplemental Appropriation
for the City of Custer City, South Dakota, for the Fiscal Year 2019.

WHEREAS, the budget adoption process was already completed when the additional budget items were implemented, it is necessary to make, approve, and adopt a supplemental appropriation ordinance for the fiscal year commencing January 1, 2019, to supplement certain funds established by the Appropriation Ordinance No. 811 for the fiscal year 2019:

THEREFORE, BE IT ORDAINED by the Common Council of the City of Custer City:

SECTION I: That in addition to the sums of money appropriated by said Appropriation Ordinance No. 811, the following sums shall be appropriated, to-wit:

FUNDS DERIVED FROM	
GENERAL FUND:	
Revenue	\$43,000
Reserves	\$4,500
SEWER FUND:	
Revenue	\$20,000
TOTAL SUPPLEMENTAL FUNDING	\$67,500
FUNDS EXPENDED THROUGH	
GENERAL FUND:	
Mayor & Council – Beautification	\$3,000
Finance – Other (TIF#1 Payments)	\$40,000
Cemetery – Professional Fees	\$2,000
Recreation – Park & Recreation Board	\$2,500
SEWER FUND:	
Professional Fees	\$20,000
TOTAL SUPPLEMENTAL APPROPRIATION	\$67,500

SECTION II: that no levy shall be made for any part of said \$67,500 from the 2019 funds here-in-above stated.

TRANSFERRING OF BUDGET FUNDS

FUNDS DERIVED FROM	
GENERAL FUND:	
100-4110-45900 Contingency	\$9,000
FUNDS EXPENDED THROUGH	
GENERAL FUND:	
100-4110-42630 Beautification	\$4,000
100-4110-41510 Reim – Health Ins Deductible	\$5,000
TOTAL BUDGET TRANSFER	\$9,000

SECTION III: that all ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION IV: that this ordinance, being an ordinance for the support of the municipal government and its existing public institutions, shall be in full force and effect immediately upon its passage and publication as provided by law.

SECTION V: that should any section or sections of this ordinance be declared invalid or unconstitutional by a Court of the last resort, the same shall not invalidate the remaining sections of this ordinance.

Dated this 16th day of December 2019.

CITY OF CUSTER CITY

ATTEST:

Corbin Herman, Mayor

Laurie Woodward
Finance Officer

(SEAL)

First Reading: December 2, 2019
Second Reading: December 16, 2019
Publication: December 26, 2019

Vote:	
Fischer:	Nielsen:
Ryan:	Moore:
Blom:	Whittaker:

Resolution #12-02-19A

ADDENDUM TO CONTRACT FOR THE CUSTER CITY RESIDENTIAL SOLID
WASTE COLLECTION AND DISPOSAL

This Addendum is entered into by and between the City of Custer and Iron Outfitter Waste Service, Inc., d/b/a Sander Sanitation, said addendum to be effective on January 1, 2020.

RECITALS:

WHEREAS, the City of Custer (hereinafter "City") and Sander Sanitation Service, Inc., now known as Iron Outfitter Waste Services, Inc. d/b/a Sander Sanitation ("Sander"), entered into an exclusive *Contract for Residential Solid Waste Collection and Disposal* dated March 29, 2017; and

WHEREAS, the parties desire to enter into this Addendum to such contract as stated in herein; and

WHEREAS, the City has properly passed this resolution and authorized the Mayor to execute this Addendum on behalf of the City.

AGREEMENT:

1. **Contract Term/Renewal:** The contract shall be for a term of five (5) years beginning January 1, 2020 and terminating on December 31, 2024. The parties agree that Sander may be granted an option to renew the contract on terms and conditions to be negotiated between the parties for an additional period which shall not extend beyond May 1, 2027. Sander shall notify City of its intent to renew in writing on or before October 1, 2024.
2. **Removal of Transfer Site Provision:** The transfer site requirement as set out in paragraph 3(k) of the *Contract Specifications for the Custer City Residential Solid Waste Collection and Disposal* shall be deleted and removed from the contract in its entirety and replaced with the following:
 - k. Cleanup Days – One consecutive Friday and Saturday in the Spring and an optional weekend in the Fall if deemed necessary by the City, the City in cooperation with the Contractor will schedule a Clean Up Weekend to provide for the residents of Custer an opportunity to discard certain acceptable items at no charge. Contractor will be compensated by the City according to a pre-agreed schedule to be negotiated between the parties.Sander will no longer be obligated to maintain or operate a transfer site on or after January 1, 2020.

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

Dated this ____ day of _____, 2019.

City of Custer

Corbin Herman, Mayor

Attest: _____
Laurie Woodward, Finance Officer

(SEAL)

Iron Outfitter Waste Service, Inc.
d/b/a Sander Sanitation

By: _____
Its:

ADDENDUM TO CONTRACT FOR THE CUSTER CITY RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL

This Addendum is entered into by and between the City of Custer and Iron Outfitter Waste Service, Inc., d/b/a Sander Sanitation, said addendum to be effective on January 1, 2020.

RECITALS:

WHEREAS, the City of Custer (hereinafter "City") and Sander Sanitation Service, Inc., now known as Iron Outfitter Waste Services, Inc. d/b/a Sander Sanitation ("Sander"), entered into an exclusive *Contract for Residential Solid Waste Collection and Disposal* dated March 29, 2017; and

WHEREAS, the parties desire to enter into this Addendum to ~~that~~such contract as stated in herein; and

WHEREAS, the City has properly passed at this resolution ~~or approved a motion and authorized~~ing it the Mayor to execute this Addendum on behalf of the City.

AGREEMENT:

- 1. Contract Term/Renewal:** The contract shall ~~continue to be~~ for a term of five (5) years beginning January 1, 2020 and terminating on December 31, 2024. The parties agree that Sander ~~may be~~ granted an option to renew the contract on terms and conditions to be negotiated between the parties for an additional ~~5-year period~~ which shall not extend beyond May 1, 2027. Sander shall notify City of its intent to renew in writing on or before October 1, 2024.
- 2. Removal of Transfer Site Provision:** The transfer site/~~transfer station~~ requirement as set out in paragraph 3(k) of the *Contract Specifications for the Custer City Residential Solid Waste Collection and Disposal* shall be deleted and removed from the contract in its entirety and replaced with the following:
 - k. Cleanup Days – One consecutive Friday and Saturday in the Spring and an optional weekend in the Fall if deemed necessary by the City, the City in cooperation with the Contractor will schedule a Clean Up Weekend to provide for the residents of Custer an opportunity to discard certain acceptable items at no charge. Contractor will be compensated by the City according to a pre-agreed schedule to be negotiated between the parties.

~~as of January 1, 2020, and Sander will no longer be obligated to maintain or operate a transfer site on or after that date~~ January 1, 2020.

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

Dated this ____ day of _____, 2019.

City of Custer

Corbin Herman, Mayor

Attest: _____
Laurie Woodward, Finance Officer

(SEAL)

Iron Outfitter Waste Service, Inc.
d/b/a Sander Sanitation

By: _____
Its:



RECEIVED

NOV 25 2019

Elevators Escalators

November 12, 2019

CITY OF CUSTER

KONE Elevators & Escalators

Tel 605-336-1578

Fax (309) 743-5074

www.kone.com

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

1610_3



Attn: Facility Manager

Re: Recommended Maintenance Modules - Proposal
CUSTER COMMUNITY CENTER

Dear Facility Manager:

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

Door Operator & Landing Door Maintenance Module

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

Price: \$811.20, plus applicable sales tax.

Accept: _____ Reject: _____

Hoistway Cleandown

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

Price: \$1310.40, plus applicable sales tax.

Accept: _____ Reject: _____

Additional Maintenance Items

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



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

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

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

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

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

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

Respectfully submitted by,

(Signature)

KONE Inc.

(Print Name)

(Approved By) Authorized Representative

(Print Title)

Title

Date: ____ / ____ / ____

Date: ____ / ____ / ____



TERMS AND CONDITIONS

1610_3

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

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

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

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

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

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

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

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

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

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



Door Operator and Landing Door Maintenance Module Detailed Description Of Work

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

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

DESIGNATION OF APPLICANT AGENT

City of Custer, SD

Name of Applicant/Subgrantee

Corbin Herman

Mayor

Name of Applicant's Agent

Title

622 Crook St.

605-673-4824

Business Address

Home Phone

Custer, SD 57730

City, State & Zip Code

Fax Number

Custer

COUNTY

Corbin Herman (or Mayor) (Applicant's Agent), is hereby authorized to execute for and on behalf of the City of Custer (Applicant/Subgrantee), a public entity established under the laws of the State of South Dakota, this application and to file it with the SD Division of Emergency Management for the purpose of obtaining Federal financial assistance under the Disaster Relief Act (Public Law 93-288 as Amended), or otherwise available from the President's Disaster Relief Fund.

That the City of Custer (Applicant/Subgrantee), a public entity established under the laws of the State of South Dakota, hereby authorizes its agent to provide to the State and to the Federal Emergency Management Agency, for all matters pertaining to such Federal disaster assistance, the assurances attached to the project application.

Approved By:

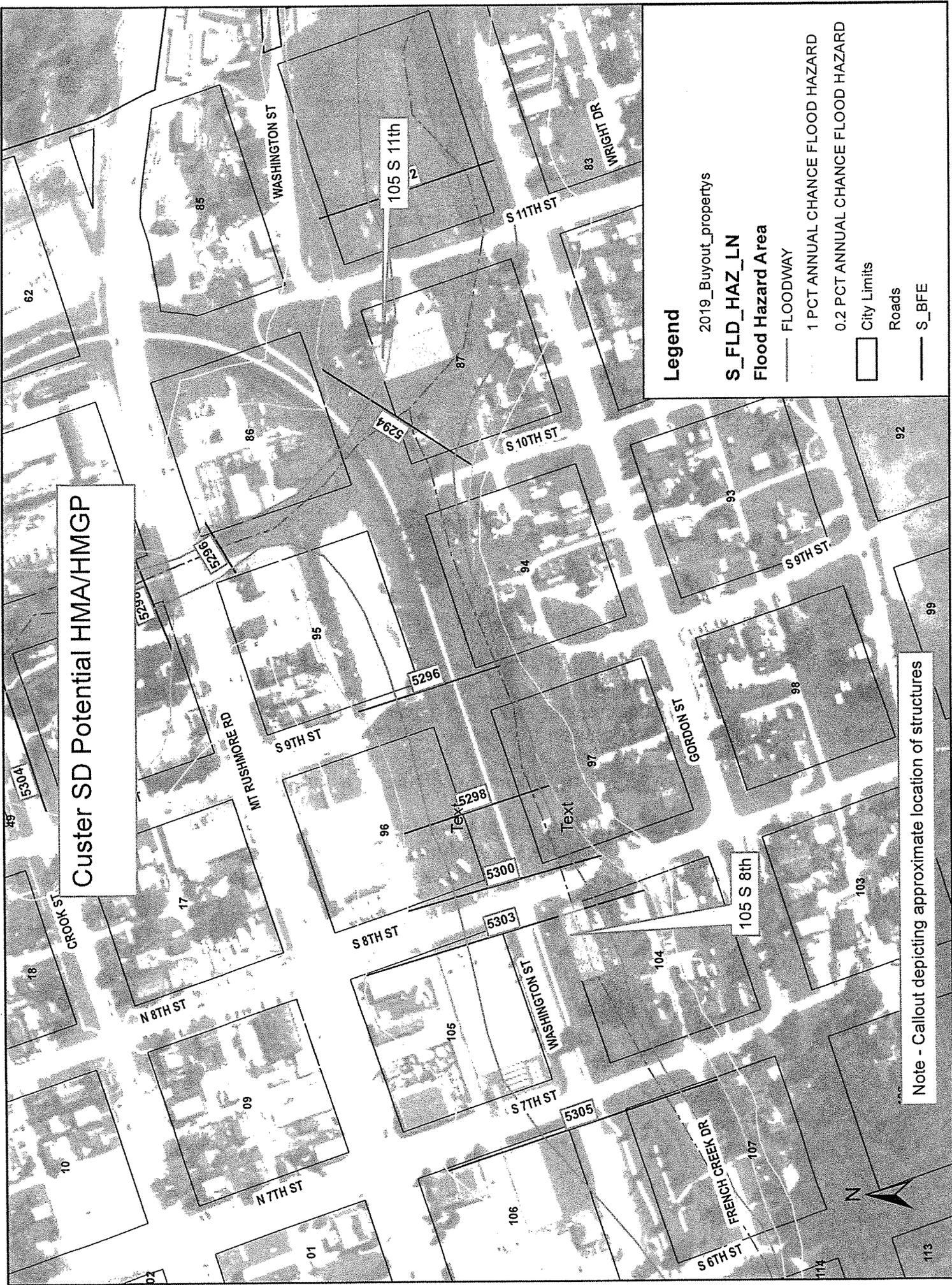
Corbin Herman, Mayor

(Type Name and Title)

(Date)

(Signature)

Custer SD Potential HMA/HMGP



Legend

2019_Buyout_property

S_FLD_HAZ_LN

Flood Hazard Area

FLOODWAY

1 PCT ANNUAL CHANCE FLOOD HAZARD

0.2 PCT ANNUAL CHANCE FLOOD HAZARD

City Limits

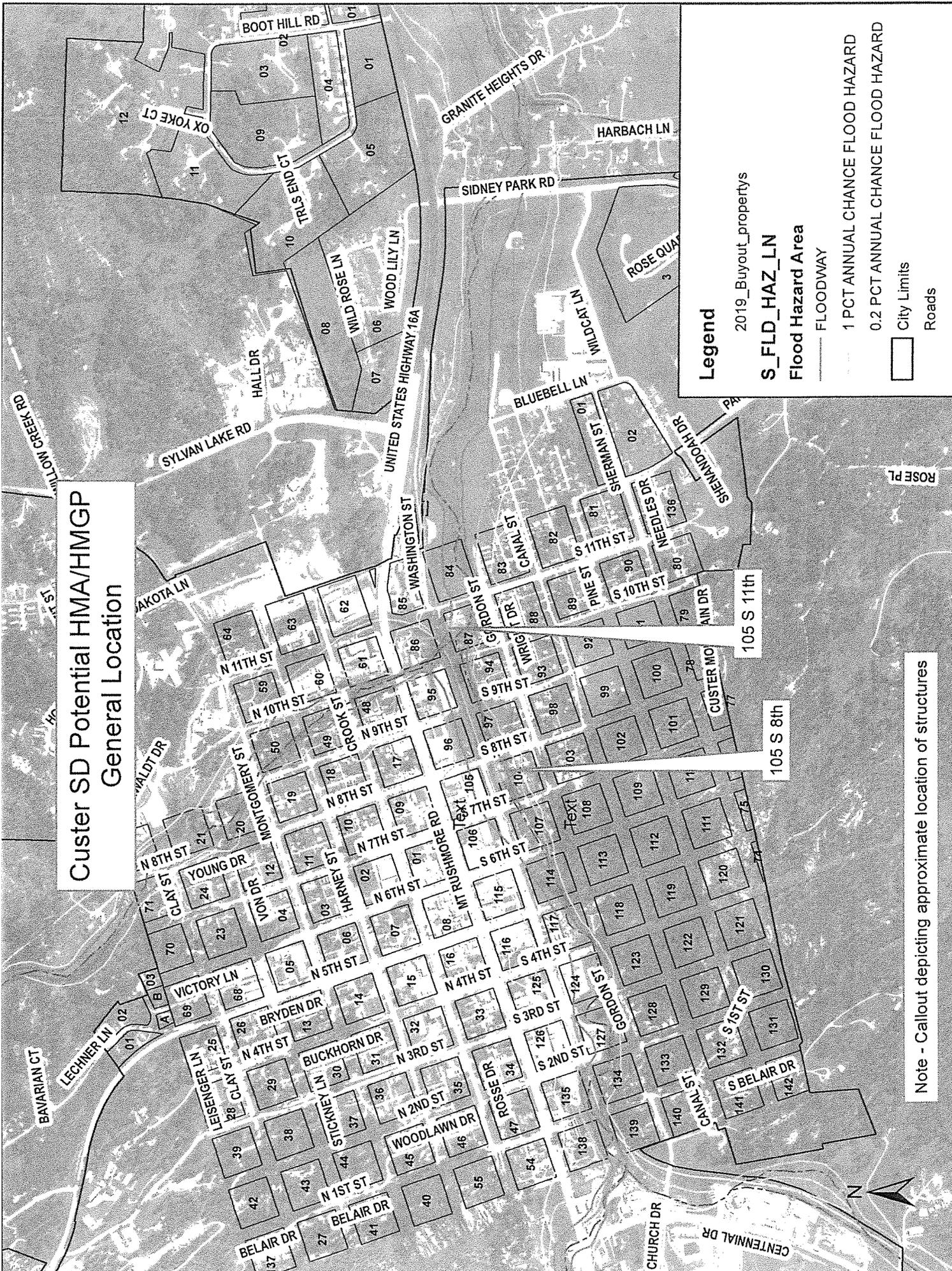
Roads

S_BFE

Note - Callout depicting approximate location of structures



Custer SD Potential HMA/HMGP General Location



Legend

2019_Buyout_properties

S_FLD_HAZ_LN

Flood Hazard Area

— FLOODWAY

1 PCT ANNUAL CHANCE FLOOD HAZARD

0.2 PCT ANNUAL CHANCE FLOOD HAZARD

City Limits

Roads

Note - Callout depicting approximate location of structures

Program Budget - Custer SD Flood Structure Acquisition - HMGP/PDM Grant

11-Nov-19

Description of Cost	Cost	Comments
105 S 8th Street		
<u>Costs Reimbursable at 75% Grant:</u>		
Demolition & Land Reclamation (structure, utilites-h	\$ 15,000.00	
Utilities Abandon (water, sewer, elec)	\$ 3,290.00	
Prop Purchase Cost (Per Appraisal)	\$ 86,000.00	75% = \$64500
Cost of Appraisal	\$ 640.00	
Title Work	\$ 518.00	
Closing Cost	\$ 639.00	
County Recording Fee	\$ 30.00	
Local permits	\$ 175.00	
Asbestos Testing	\$ 500.00	
Environmental Contingencies (asbestos reme/disposal	\$ 5,000.00	
<u>Costs Reimbursable at 100% Grant:</u>		
Administration (BHCoLG)	\$ 1,000.00	
Total	\$ 112,792.00	

Description of Cost	Cost	Comments
105 S 11th Street		
<u>Costs Reimbursable at 75% Grant:</u>		
Demolition & Land Reclamation (structure, utilites-ha	\$ 10,000.00	
Utilities Abandon (water, sewer, elec)	\$ 2,520.00	
Prop Purchase Cost (Per Appraisal)	\$ 79,000.00	75%=\$59250
Cost of Appraisal	\$ 640.00	
Title Work	\$ 518.00	
Closing Cost	\$ 639.00	
County Recording Fee	\$ 30.00	
Local permits	\$ 175.00	
Asbestos Testing	\$ 500.00	
Environmental Contingencies (asbestos reme/disposal, li	\$ 5,000.00	
<u>Costs Reimbursable at 100% Grant:</u>		
Administration (BHCoLG)	\$ 1,000.00	
Total	\$ 100,022.00	

Total Project Budget	\$ 212,814.00
Grant Portion	\$ 160,110.00
<i>(100% of admin., 75% of all else)</i>	
Local Portion	\$ 52,704.00
<i>(0% of admin., 25% of all else)</i>	
Owner	\$ 42,530.00
<i>(appraisal and 25% Purchase Cost)</i>	
City	\$ 10,174.00
<i>(soft costs-abandon utilites, local permits, administration)</i>	

Freight/Delivery Rates:

Freight/delivery charges are for State of South Dakota vehicles only.

All vehicle awards will be based on delivery to Pierre, South Dakota. Include delivery to Pierre in your base price. Below please enter any additional charges/deductions for delivery to the listed locations:

DELIVERY	Beadle Chrysler	Beck Motors	Iverson Auto	Lamb Chevrolet	Lamb Motors	Sioux Falls Ford	Wegner Auto
Aberdeen	\$200	\$250	\$200	\$275	\$275	\$(-20)	\$180
Mitchell	\$200	\$250	\$0	\$275	\$275	\$(-200)	\$180
Rapid City	\$250	\$250	\$300	\$275	\$275	\$150	\$200
Sioux Falls	\$250	\$250	\$100	\$275	\$275	\$(-300)	\$200

GENERAL SPECIFICATIONS

Prior to delivery, the selling dealer will notify the pre-delivery dealer and the ordering agency of the date the vehicle(s) will arrive at the shipping destination. The dealer will also furnish to the ordering agency the statement of origin and application for title. Invoices must be prepared in duplicate and furnished in accordance with the information shown on the purchase order. The dealer must furnish a paper plate license for each new car. Vehicle being bid must be new and the latest production model with all standard equipment and as specified below and all safety equipment required by Federal and State laws or advertised as standard equipment.

The selling dealer will notify and make arrangements with the pre-delivery dealer for all equipment that is not of standard manufacture (spot-lights and trailer hitches) to be installed by the pre-delivery dealer.

All vehicles in above referenced classes will be delivered via transport truck to the dealership. The selling dealer or pre-delivery dealer will be responsible for delivery of units to the receiving agency. The selling dealer may pre-deliver the units without the use of a pre-delivery dealer.

The pre-delivery dealer or selling dealer will perform a pre-delivery inspection check list and an odometer certificate for each vehicle. Pre-delivery does not include front-end alignment except as provided on the check list.

The pre-delivery dealer or selling dealer will be required to provide a minimum of 5 gallons of fuel for each vehicle at the time of delivery at the specified delivery location. All fuel costs are to be allowed under the terms of the contract. The pre-delivery dealer or selling dealer will notify the ordering agency and deliver the vehicle to the agency destination.

Arrangements for any pre-delivery charges will be made between the selling dealer and the pre-delivery dealer. Any such charges will be included in the bid price of the vehicle. No additional charges will be authorized.

All vehicles must be delivered clean and free of debris, dirt, insects, etc. at the final delivery point.

All vehicles shall include a five (5) year / 100,000 mile Drive Train warranty.

Warranty documents must be completed by the pre-delivery dealer. The pre-delivery dealer must notify the State Agency, and location on manufacturer's warranty record, to assure that defect or "call back" notices will be mailed to the agency where vehicles are domiciled.

The bidder may be required to provide a list of locations within South Dakota from which warranty work will be administered.

A purchase order(s) will be issued to the selling dealer for vehicles delivered to their location. Invoices in duplicate for pre-delivery service will be furnished in accordance with information shown on the purchase order.

If a vehicle or vehicle class is bid that has the availability of an E-85 Flex Fuel engine it is required to be listed as Standard or an Option. If it is listed as an Option the cost difference must be listed. "Contact Dealer for Pricing" will not be accepted.

All towing packages to include the receiving hitch, wiring harness and plug.

Spare tools, fill tube, and fill kit are required on all ¾ ton box delete options.

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

Beadle Sales
Dodge Ram 1500
Contract #: 17339

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

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

Delivery Date 90-120 days Base Cost Extended Cab \$23906.09

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

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

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

Lamb Motors
 Ford F150
 Contract #: 17343

FLEX FUEL

These are the most ordered colors by the State. Please indicate your manufacturer's color name and any additional costs. Additional paint costs will be added to the base cost of the vehicle for evaluation purposes.

COLOR	MANUFACTURER COLOR NAME	ADDITIONAL COST (if any)
Blue	Blue Jeans	\$0
Gray	Magnetic	\$0
Red	Race Red	\$0
Silver	Iconic Silver	\$0

- Engine, 3.3L V6
- Transmission, Automatic
- Electronic 4-wheel drive selection
- Power Door Locks with FOBs
- Brakes – ABS
- Power Windows
- Deep Tint Rear Windows
- Radio, AM/FM
- Bluetooth Capability
- Backup Camera
- Armrest, Fold Down (Cloth Only)
- Air Conditioning
- Air Bags, Side Impact
- Bumper, Rear Step
- Cruise Control
- Floor Covering, Rubber
- Doors, 4 Opening
- Box Length 6.5' on extended cab / 5.5' on crew cab
- Guard, Skid Plate Package - Manufacturer's Standard
- Engine Block Heater
- Trailer Tow pkg., Cooler, Engine Oil Cooler, Cooler, Transmission
- Brake Controller, Integrated
- Tow Hooks, 2 on Front
- Full-Length Stainless-Steel Cab Running Boards (may be dealer installed)
- Light, Rear Cargo
- Electric Mirrors, Right & Left Outside
- Seats, Cloth, Split Bench
- Seat, Bench Type, Second
- Tilt Steering
- Spare tire, full size, jack, and accessories
- Tire, Spare wheel & Tire Mounted Outside Vehicle
- Tires, All Terrain
- Wiper, Multiple Speed
- Spray on Bed Liner
- Factory Cab Headliner
- Factory Freight

Delivery Date 60-180 days

Base Cost

Extended Cab \$28321
 Crew Cab \$30588

- Engine, Flex Fuel 5.0L V8 \$2200
- Axle, Option Ratio Rear, (Contact Vendor) \$450
- Min 6' box length if not standard, Length 6.5 on crew \$400 – requires larger engine
- Light, Spot Light, Roof Mounted 6" \$775

• Deactivate Daytime Running Lights	\$50
• Seats, Vinyl	\$100
• Seats, Bucket with console	\$515
• Seats, Power Drivers Seat w/Lumbar Support	\$395
• Grill Guard	\$1500
• Tailgate Step	\$400
• Boxside Steps	\$375
• Sirius Radio	\$225
• Extended Range Fuel Tank (36 gallons)	\$475

• Floor Covering, Carpet/Mats	\$250
• Light, Spot Light, Post Mounted 6"	\$790
• Light, Spot Light, Roof Mounted 6"	\$890
• Seats, Vinyl	\$100
• Seats, Bucket - center section of bench seat removed	\$150
• Tires, Spare Wheel & Tire Mounted Inside - Vehicle Box, Left Rear	\$275
• Factory Installed 110v Converter (300-watt min.)	\$250
• Manufacturer's Maintenance Plan	\$65
• Paint Upgrade Charge	\$595
• Splash Guards	\$275
• Power Seat	\$750
• Carpet	\$250
• Heavy Duty Front Springs	\$145

16. TRUCK 3/4 TON 4 X4 SHORT BOX

Lamb Motors

~~FLEX FUEL~~

Ford F250

Contract #: 17343

These are the most ordered colors by the State. Please indicate your manufacturer's color name and any additional costs. Additional paint costs will be added to the base cost of the vehicle for evaluation purposes.

COLOR	MANUFACTURER COLOR NAME	ADDITIONAL COST (if any)
Blue	Blue Jeans	\$0
Gray	Magnetic	\$0
Red	Race Red	\$0
Silver	Iconic Silver	\$0

- Engine, V8, Manufacturer's Standard
- Transmission, Automatic
- Power Door Locks with FOBs
- Brakes – ABS
- Power Windows
- Deep Tint Rear Windows
- Electronic 4-wheel drive selection
- Radio, AM/FM
- Bluetooth Capability
- Backup Camera
- Armrest, Fold Down (Cloth Only)
- Air Conditioning
- Air Bags, Side Impact
- Bumper, Rear Step
- Cruise Control
- Floor Covering, Rubber
- Doors, 4 Opening
- Box Length 6.75'
- Guard, Skid plate Package - Manufacturer's Standard
- GVW, 8500 Lb. Minimum
- Engine Block Heater
- Trailer Tow pkg., Cooler, Engine Oil Cooler, Cooler, Transmission
- Light, Rear Cargo
- Lights, Clearance Roof 5 Amber Color
- Brake Controller, Integrated
- Two factory installed accessory switches
- Mirrors, Trailer, Powered, Adjustable, Heated
- Tow Hooks, 2 on Front
- Seat, Cloth, Split Bench
- Seat, Bench Type, Second
- Tilt Steering
- Spare tire, full size, jack, and accessories
- Tire, Spare Wheel & Tire Mounted Outside, Vehicle MFG Standard Bracket

- Tires, LT All Terrain
- Wipers, Multiple Speed
- Factory Cab Headliner
- Spray on Bed Liner
- Full-Length Stainless-Steel Cab Running Boards (may be dealer installed)
- Factory Freight

Delivery Date 60-180 days Base Cost Extended Cab \$30692

- Restrict/override exhaust regeneration/level of DEF fluid. \$450

• Axle, Option Ratio Rear, (Contact Vendor)	\$495
• Long Box Length 8'	\$400
• Box Delete/with filler hose kit	\$(-400)
• Light, Spot Light, Roof Mounted 6"	\$775
• Deactivate Daytime Running Lights	\$50
• Seats, Vinyl	\$100
• Seats, Bucket	\$615
• Factory Installed 110v Converter (300-watt min.)	\$175
• Grill Guard	\$1500
• Paint Upgrade Charge	\$760
• Fx4 Off Road Package	\$890
• LT265/70R17 E Rated Tires (Mud & Snow All Traction)	\$390
• Rear CHMSL Camera High Mounted	\$250
• Remote Start	\$275
• Drop-in Bedliner	\$100
• Bedmat	\$175
• Splash Guards (4)	\$230

A & A Weed Management, Weed Management Contract, \$3,900.00
Aflac, Insurance, \$746.47
Battle Mountain Humane Society, Animal Control Contract, \$1,000.00
Beesley Law Office, Professional Fees, \$2,729.00
Black Hills Doors, Repairs & Maintenance, \$254.02
Black Hills Energy, Utilities, \$2,410.53
Black Hills Burger and Bun, Malt Beverage Refund, \$1,739.11
California State Disbursement, Deduction, \$92.30
Century Business Products, Supplies, \$244.10
Custer Do It Best, Supplies, Repairs and Maintenance, \$85.49
Custer County Housing, 2019 Subsidy, \$5,000.00
Dacotah Bank, TIF #2 Payment, \$19,425.69
Dacotah Bank, TIF #4 Payment, \$29,092.99
Delta Dental, Insurance, \$212.00
Discovery Benefits, Supplies, \$2,526.92
Ditch Witch of SD, Repairs & Maintenance, \$76.39
EFTPS, Taxes, \$12,155.20
Five Points Bank, TIF #5 Payment, \$583.79
First Interstate Bank, TIF #4 Payment, \$27,994.61
Hach, Repairs & Maintenance, \$251.91
Hawkins, Supplies, \$4,398.13
Hillyard, Supplies, \$166.66
Lamonte's Auto Center, Repairs, \$758.00
Matering & Technology Solutions, Supplies, \$611.94
Ness Stump Grinding, Professional Fees, \$225.00
Petty Cash, Supplies, \$355.64
S & B Motors, Supplies, \$37.56
Safety Benefits, Conference, \$150.00
Sanders Sanitation, Supplies, \$13,816.99
SD Department of Transportation, Supplies, \$5,320.00
SD Retirement System, \$6,478.12
Supplemental Retirement, \$670.00
Wellmark, Insurance, \$13,769.51
Wright Express, Supplies, \$1,048.62
YMCA, Membership, \$42.00
Mayor & Council, \$4,532.00
Finance Department, \$4,280.33
Public Building, \$1,986.47
Planning Department, \$6,911.22
Public Works Department, \$3,418.67
Street Department, \$7,575.58
Cruisin Department, \$148.96
Parks Department, \$4,390.10
Water Department, \$12,824.05
Wastewater Department, \$12,698.54
Total Claims, \$217,134.61

