

All City Council Meetings are recorded.

**CITY OF CUSTER CITY
COUNCIL AGENDA
February 3rd, 2020 – City Hall Council Chambers
5:30 P.M.**

1. Call to Order - Roll Call - Pledge of Allegiance
2. Approval of Agenda
3. Approval of Minutes – January 21th, 2020 Meeting
4. Declaration of Conflict of Interest
5. Public Hearings - Public Presentations
 - a. Resolution #01-06-2020A – Street Vacation – Block 41
 - b. Resolution #02-03-2020A – Street Vacation – Block 41
 - c.
 - 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.
 - c.
8. New Business
 - a. Custer Cruisin Social Media Agreement – Green Owl Media
 - b. Special Use Permit for Well #9 and Well #10 – Forest Service
 - c. Request to Use Pageant Hill – Charlie Hunsaker & Sam Pechota
 - d. Cemetery Caretaker Bids
 - e.
 - f.
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

REMINDERS

- General Government Committee Meeting – February 10th, 2020 4:00 P.M.
Planning Commission Meeting – February 11th, 2020 5:00 P.M.
Regular City Council Meeting – February 18th, 2020 5:30 P.M.
Park & Recreation Committee Meeting – February 19th, 2020 5:30 P.M.
Public Works Committee Meeting – March 2nd, 2020 4:30 P.M.
Regular City Council Meeting – March 2nd, 2020 5:30 P.M.**

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

**CITY OF CUSTER CITY
COUNCIL PROCEEDINGS- REGULAR SESSION
January 21st, 2020**

Council President Nina Nielsen called to order the second meeting of the Common Council for the month of January 2020 at 5:30 p.m. Present at roll call were Councilpersons Blom, Whittaker, Moore, Fischer, Nielsen and Ryan. Attorney Beesley was also present. The Pledge of Allegiance was stated.

AGENDA

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

MINUTES

Councilperson Moore moved, with a second by Councilperson Whittaker, to approve the minutes from the January 6th council meeting. The motion unanimously carried.

CONFLICTS OF INTEREST

No conflicts of interest were stated.

SECOND READING—ORDINANCE#834-ZONING PLEASANT ACRES 2nd ADDITION LOTS F, G, H, I AND J

Councilperson Fischer moved to adopt Ordinance #834, Zoning Pleasant Acres 2nd Addition Lots F, G, H, I and J. Seconded by Councilperson Blom, the motion carried with Councilperson Blom, Whittaker, Moore, Fischer and Ryan voting yes.

PROGRESS EDITION - CHRONICLE

Councilperson Ryan moved to approve the placement of a half page ad in the progress edition for \$525. Seconded by Councilperson Blom, the motion carried with Councilperson Whittaker, Blom, Moore, Fischer and Ryan voting yes.

BURN PERMITS ISSUES – FRANK CARROLL

Due to Mr. Carroll not being present, Councilperson Fischer moved to table the burn permit issue until Mr. Carroll can be present which could even be the January 27th General Government Meeting. Seconded by Councilperson Moore, the motion unanimously carried.

APPROVAL OF THE VETERAN'S MEMORIAL MASTER PLAN

Councilperson Blom moved to approve the Veteran's Memorial Master Plan as presented. Seconded by Councilperson Ryan, the motion unanimously carried.

ENGEN BENCH LOCATION & DONATION ACCEPTANCE

Councilperson Moore moved to accept the donation of the Engen Bench and approve the location of by the Mickelson Trail on the east property boundary of the Veteran's Memorial. Seconded by Councilperson Whittaker, the motion unanimously carried.

EXECUTIVE PROCLAMATION – DARRYL REINDL DAY

Councilperson Fischer moved to approve the executive proclamation for Darryl Reindl Day. Seconded by Councilperson Blom, the motion unanimously carried.

From the Desk of the Mayor
EXECUTIVE PROCLAMATION

WHEREAS, Darryl Reindl graduated from Custer High School in 1968 after receiving his early education at Park Country School; and

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

WHEREAS, Darryl was an active part of the Custer Community while he worked for Golden West and ranched in Custer County; and

WHEREAS, Darryl served the City of Custer as a Custer Regional Health Services board member; and

WHEREAS, Darryl was instrumental in saving the Custer County Courthouse during the uprising in 1973; and

WHEREAS, Darryl has faithfully attended all his class reunions; and

WHEREAS, Darryl is turning 70 years old on January 18, 2020.

NOW, THEREFORE, I, Corbin Herman, Mayor of Custer City, of the State of South Dakota, do hereby proclaim January 18, 2020, as

Darryl Reindl Day

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

City of Custer City

S/ Nina Nielsen, Council President on behalf of Corbin Herman, Mayor

ATTEST: Laurie Woodward, Finance Officer

PUBLIC COMMENTS

No public comments were received.

KONE ELEVATOR MAINTENANCE PROPOSAL

Councilperson Fischer moved to table the Kone Elevator Maintenance Proposal. Seconded by Councilperson Whittaker, the motion unanimously carried.

VEHICLE PURCHASES

Councilperson Ryan moved to modify the previously approved purchase of a Dodge 1500 4x4 short box pickup from Beadle Sales for \$23,906.09 plus delivery to Rapid City for \$250 to being purchased from Liberty of Rapid City for no delivery cost; and the Chevrolet ¾ ton 4x4 short box pickup from Lamb Chevrolet for \$30,169 plus delivery to Rapid City for \$275 to a Dodge Ram 2500 4x4 short box pickup from Liberty of Rapid City for \$30,589 with no delivery cost. Seconded by Councilperson Whittaker, the motion unanimously carried.

MINOR PLAT – A PLAT OF TRACT BOYUM AND TRACT NELSON BOYUM

Councilperson Fischer moved to approve the minor plat of A Plat of Tract Boyum and Tract Nelson Boyum. Seconded by Councilperson Blom, the motion unanimously carried.

WEST DAM RECONSTRUCTION FEMA CLOMR ADDITIONAL DATA REQUESTS - BANNER

Councilperson Whittaker moved to approve the West Dam Reconstruction FEMA CLOMR additional data requests service fee of \$4,452 from Banner. Seconded by Councilperson Blom, the motion carried with Councilperson Moore, Fischer, Ryan, Blom and Whittaker voting yes.

STATEMENT OF VALUES

Councilperson Whittaker moved to approve the statement of values as presented with the removal of Cherry Picker, removal of Exmark 44" mower and addition of Lazer 48" mower to the mobile equipment list; removal of 2007 Ford F150 pickup and addition of 1989 International Truck, 1993 Ford Dump Truck, 1996 International Dump Truck, 1998 Ford Water Truck and 1989 International Plow Truck to the Vehicles List; and approved the list of exclusion from property coverage. Seconded by Councilperson Moore, the motion unanimously carried.

AUDIT ENGAGEMENT LETTER

Councilperson Ryan moved to approve the 2019 Audit Engagement Letter with Ketel Thorstenson, LLP for \$17,800. Seconded by Councilperson Fischer, the motion carried with Councilperson Fischer, Ryan, Blom, Whittaker and Moore voting yes.

CLAIMS

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

2019 Claims

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

2020 Claims

California State Disbursement, Deductions, \$92.30
Black Hills Chemical, Supplies, \$23.98
Code Works, Professional Fees, \$131.40
Custer Car Wash, Repairs and Maintenance, \$4.55
Esri, Supplies, \$400.00
Fastenal, Supplies, \$434.54
Hawkins, Supplies, \$7,706.38
Midcontinent Testing Labs, Professional Fees, \$260.00
Morrison, Bob, Reimbursement, \$308.00
Northwest Pipe Fittings, Inc, Supplies, \$545.44
Petty Cash, Supplies, \$167.60
Custer Motel, Utility Refund, \$44.94
Total Claims \$10,119.13

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 6:29 p.m. Seconded by Councilperson Moore, the motion carried unanimously.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward
Finance Officer

Nina Nielsen
Council President

Prepared by:
Tim Hartmann
Planning Administrator
City of Custer
622 Crook St
Custer, SD 57730

Resolution #01-06-2020A

WHEREAS, the verified Petition and application of all owners of real property abutting the hereinafter described portion of certain alleys in Custer City, Custer County, South Dakota, praying that said portion of said streets and alleys be vacated in order to promote an orderly and uniform system of streets and alleys in the City of Custer, the same not being necessary for the use and location of public streets and alleys thereon, has been heretofore filed, and

WHEREAS, the City Council of the City of Custer, Custer County, South Dakota, has heretofore caused notice of the time and place of hearing said Petition to be published once a week for two (2) consecutive weeks, to-wit: on the 15th day of January, 2020 and on the 22nd day of January, 2020, in the Custer County Chronicle, a legal newspaper printed and published in the City of Custer, Custer County, South Dakota, setting forth the 3rd day of February, 2020, at the hour of 5:30 o'clock, P.M. for hearing thereon.

NOW THEREFORE BE IT RESOLVED that the certain portion of the originally platted streets and alleys to the City of Custer, Custer County, South Dakota as shown on the attached Amended Exhibit A and described as follows:

That area of Mountain Avenue contiguous to Lot 1 Block 41. Said street vacation lying between the North line of Montgomery Street and South line of the East/West alley and having a dimension of 12.5' by 150';

and the West 75' of the East/West alley contiguous to Lot 1, the West ½ of Lot 2, Lot 12, and the West ½ of Lot 11, all in Block 41. Said street vacation having a dimension of 75' by 30';

and the North 30' of Montgomery Street contiguous to Lot 1, Lot 2, and Lot 3, all in Block 41. Said street vacation lying between the east line of Mountain Avenue and the West line of the North/South alley (Belair Dr.) and having a dimension of 30' by 150'.

all located in City of Custer City in Custer County South Dakota. Be, and the same is, forever vacated, subject to existent and future easements and right-of-way for public and private utilities.

Prepared by:
Tim Hartmann
Planning Administrator
City of Custer
622 Crook St
Custer, SD 57730

IT IS FURTHER RESOLVED that this Resolution is made upon the express condition that the Petitioners are responsible for the propriety of the proceedings including the Petition, consent of adjoining property owners, and compliance of the said proceedings with the statutes of the State of South Dakota and the ordinances of the City of Custer City and the limitations thereof, and Petitioners by acceptance of this Resolution agree to assume the liability, if any, of the City of Custer occasioned by the reading of this Resolution and the use and occupancy of the subject property by the Petitioners.

Dated at Custer, Custer County, South Dakota, this 3rd day of February 2020.

ATTEST:

CITY OF CUSTER

Laurie Woodward, Finance Officer

Corbin Herman, Mayor

(SEAL)

Prepared by:
Tim Hartmann
Planning Administrator
City of Custer
622 Crook St
Custer, SD 57730

ACCEPTANCE OF RESOLUTION

The undersigned Petitioners hereby accept the terms and conditions of the foregoing Resolution this ____ day of _____, 20__.

Craig and Rebecca Black

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)

) ss.

COUNTY OF CUSTER)

On this the ____ day of _____, 2020, before me, the undersigned officer, personally appeared **Craig and Rebecca Black**, known to me or satisfactorily proven to be the persons whose names is/are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein container.

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

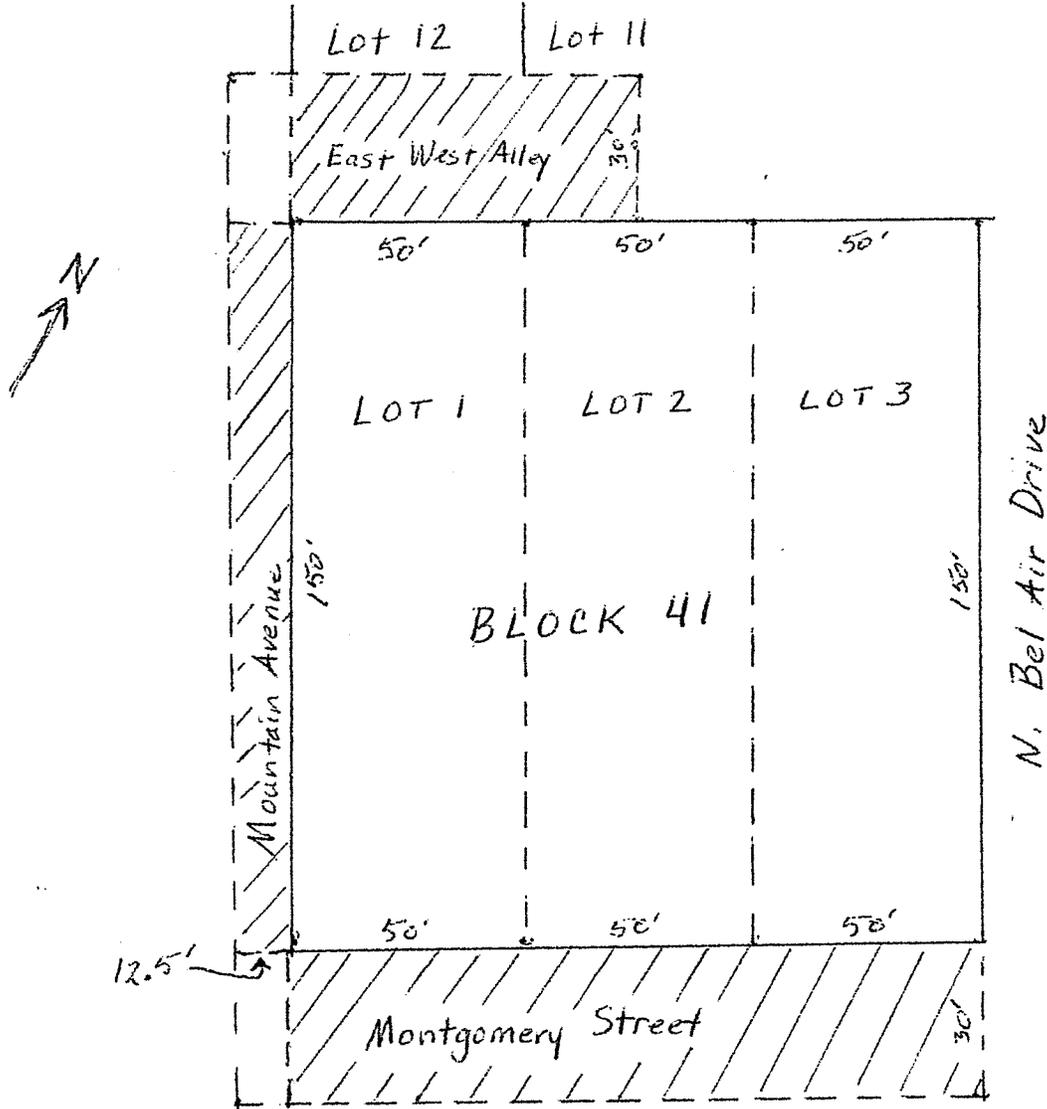
Notary Public-South Dakota

(SEAL)

My Commission Expires: _____

AMENDED EXHIBIT "A"

LOTS 1-3 IN BLOCK 41, CITY OF CUSTER, SOUTH DAKOTA



REQUEST TO VACATE

The 12.5' by 150' section of Mountain Avenue located contiguous to Lot 1, Block 41; the West 30' by 75' section of East/West Alley contiguous to Lot 1, the West half of Lot 2, Lot 12, and the West half of Lot 11, Block 41; the North 30' by 150' section of Montgomery Street contiguous to Lots 1, 2, 3 in Block 41.

Prepared by:
Tim Hartmann
Planning Administrator
City of Custer
622 Crook St
Custer, SD 57730

Resolution #02-03-2020A

WHEREAS, the verified Petition and application of all owners of real property abutting the hereinafter described portion of certain alleys in Custer City, Custer County, South Dakota, praying that said portion of said streets and alleys be vacated in order to promote an orderly and uniform system of streets and alleys in the City of Custer, the same not being necessary for the use and location of public streets and alleys thereon, has been heretofore filed, and

WHEREAS, the City Council of the City of Custer, Custer County, South Dakota, has heretofore caused notice of the time and place of hearing said Petition to be published once a week for two (2) consecutive weeks, to-wit: on the 15th day of January, 2020 and on the 22nd day of January, 2020, in the Custer County Chronicle, a legal newspaper printed and published in the City of Custer, Custer County, South Dakota, setting forth the 3rd day of February, 2020, at the hour of 5:30 o'clock, P.M. for hearing thereon.

NOW THEREFORE BE IT RESOLVED that the certain portion of the originally platted streets and alleys to the City of Custer, Custer County, South Dakota as shown on the attached Exhibit B and described as follows:

the area of Mountain Avenue contiguous to Lot 1 in Block 41, lying between the North line of Montgomery Street and the South line of the East/West alley and having a dimension of 12.5' x 150'.

all located in City of Custer City in Custer County South Dakota. Be, and the same is, forever vacated, subject to existent and future easements and right-of-way for public and private utilities.

IT IS FURTHER RESOLVED that this Resolution is made upon the express condition that the Petitioners are responsible for the propriety of the proceedings including the Petition, consent of adjoining property owners, and compliance of the said proceedings with the statutes of the State of South Dakota and the ordinances of the City of Custer City and the limitations thereof, and Petitioners by acceptance of this Resolution agree to assume the liability, if any, of the City of Custer occasioned by the reading of this Resolution and the use and occupancy of the subject property by the Petitioners.

Prepared by:
Tim Hartmann
Planning Administrator
City of Custer
622 Crook St
Custer, SD 57730

Dated at Custer, Custer County, South Dakota, this 3rd day of February 2020.

ATTEST:

CITY OF CUSTER

Laurie Woodward, Finance Officer

Corbin Herman, Mayor

(SEAL)

ACCEPTANCE OF RESOLUTION

The undersigned Petitioners hereby accept the terms and conditions of the foregoing Resolution this ____ day of _____, 20__.

Craig and Rebecca Black

ACKNOWLEDGMENT

STATE OF SOUTH DAKOTA)

) ss.

COUNTY OF CUSTER)

On this the _____ day of _____, 2020, before me, the undersigned officer, personally appeared **Craig and Rebecca Black**, known to me or satisfactorily proven to be the persons whose names is/are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein container.

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

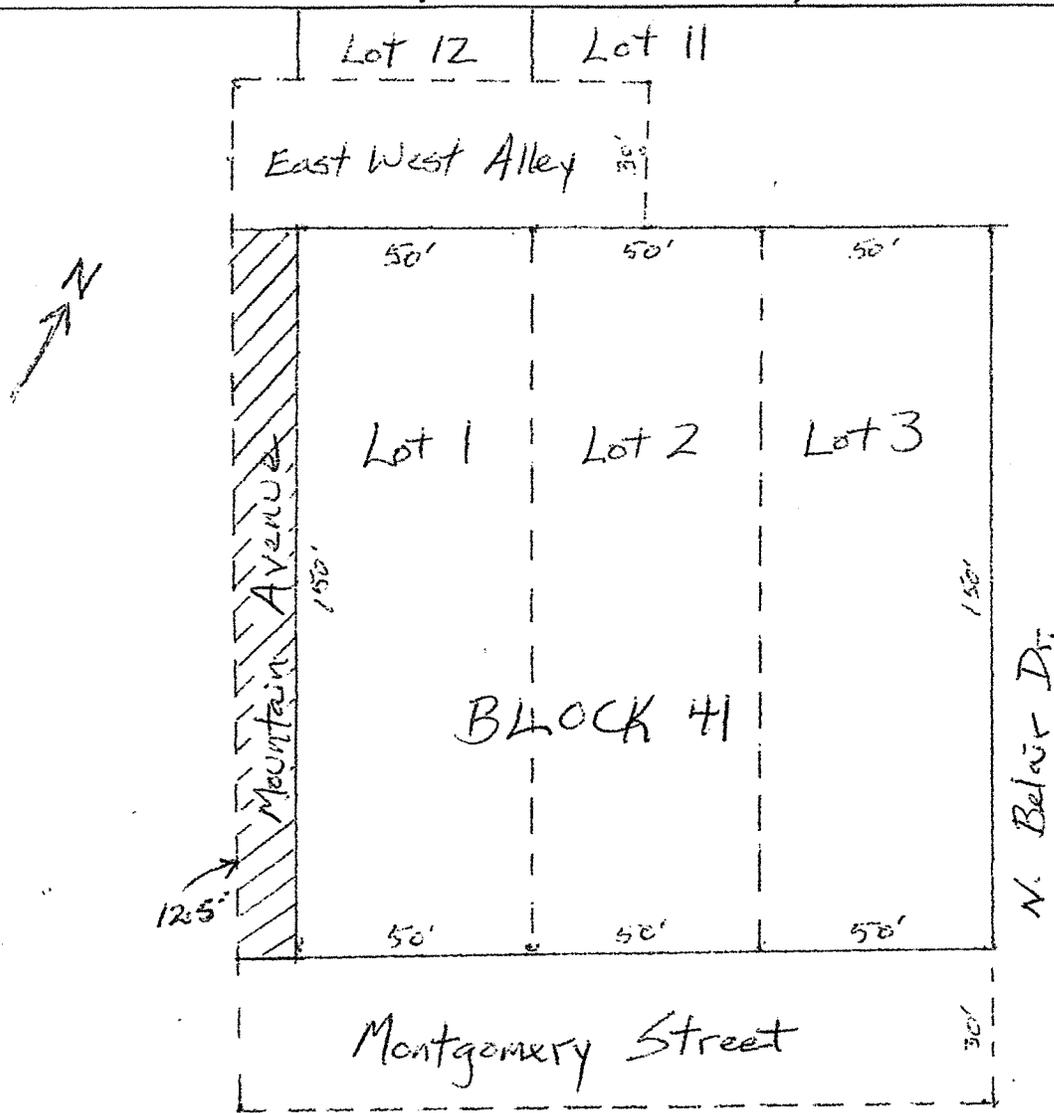
Notary Public-South Dakota

(SEAL)

My Commission Expires: _____

EXHIBIT "B"

LOTS 1-3 IN BLOCK 41, CITY OF CUSTER, SOUTH DAKOTA



REQUEST TO VACATE

The 12.5' by 150' section of Mountain Avenue located contiguous to Lot 1, in Block 41, lying between the North line of Montgomery Street and the South line of the East/West alley, in the City of Custer, Custer County, South Dakota.



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

Staff Report

Request: Vacation of a portion of Mountain Ave, Montgomery St, and the E/W Alley, Block 41
Applicant: Craig and Rebecca Black
Location: See Information Below and attached "Exhibit"
Fee: \$400.00
Date: January 2, 2020
City Council Meeting: February 3, 2020
Prepared by Tim Hartmann, Planning Administrator

GENERAL

The applicant has requested by application and petition to vacate a portion of Mountain Avenue, Montgomery Street, and the East West alley, all adjacent to or within Block 41. Per the applicants petition, they have requested the vacation of the 12.5' by 150' section of Mountain Avenue located contiguous to Lot 1, Block 41; the West 30' by 75' section of East/West Alley contiguous to Lot 1, the West half of Lot 2, Lot 12, and the West half of Lot 11, Block 41; the North 30' by 150' section of Montgomery Street contiguous to Lots 1,2,3.

Should such street vacations be granted, it would be in the applicant's interest and would need to be incorporated within a plat if such was to be used for consideration of building permitting setbacks.

PUBLIC HEARING

A Public Hearing will be held at the next available City Council meeting in conjunction with the appropriate public notifications.

PREVIOUS ACTION BY THE PLANNING COMMISSION

The PC reviewed the street vacation request at their December 10th meeting. Discussion was held mainly concerning the specifics of the area to be vacated, potential access use of the area to be vacated and the areas of intersection left behind in the vacation request. After the discussion, Commissioner Uhrich moved with a second by Commissioner Mills to recommend approval of the street vacation by the Council. Uhrichs motion carried with 3 members voting yay and 1-member voting nay.

SUMMARY & STAFF RECOMMENDATIONS

Staff has some concerns and does not support the petition as presented. Such concerns relate to the proposed street vacations and potential development of the land to the West. Although affected by topography staff does feel retainage of the East/West Right of Ways is important due to unknown development plans of the property to the West. Perhaps a larger concern, staff also does not support leaving the remaining portions of Rights of Way in the intersections of Mountain Avenue and Montgomery Street and Mountain Avenue and the East West alley. I believe that failure to vacate such, should the request be approved, would not promote an orderly and uniform system of public streets and alleys.

Staff could support a vacation of the portion of Mountain Avenue directly adjacent to the West line of Lot 1 Block 41. (width of Mountain Avenue x 150'.)

Update

The applicant has amended their original petition to request vacation of only the portion of Mountain Avenue adjacent to Lot 1. City staff, legal, and Mr. and Mrs. Black have agreed this is a reasonable compromise at this time as Mountain Ave has been vacated nearby and this would not affect the adjacent East/West Rights of Way. Staff is recommending denial of the tabled Resolution 01-06-2020A and approval of Resolution 02-03-2020A.





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

City of Custer / Custer Cruisin'

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

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

2020 Monthly Fees @ \$39 per hour:

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

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

July: 3 hours per week = \$468

August: 30 hours = \$1,170

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

Total 8-Month Investment: \$2,808

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

Terms: This is a 9-month agreement that executes the above outlined consulting and managed service areas. Client will be billed on a monthly basis, beginning January 31, 2020 and continuing each month through August, 2020. Invoices are payable upon receipt. Should either party decide to terminate this contract, 30 days notice is requested. Both parties agree to hold each other harmless.

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

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

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

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

CITY OF CUSTER / CUSTER CRUISIN

GREEN OWL MEDIA/ANN MORROW

Signed:

Signed:

Title:

Title: Owner/Social Media Manager

Date:

Date:

Authorization ID: CEM625
Contact Name: CITY OF CUSTER
Expiration Date: 12/31/2039
Use Code: 915, 931

FS-2700-4 (VER. 03/17)
OMB 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
SPECIAL USE PERMIT**

Authority: FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976

CITY OF CUSTER of 622 CROOK ST CUSTER SD UNITED STATES 57730 (hereinafter "the holder") is authorized to use or occupy National Forest System lands in the BLACK HILLS NATIONAL FOREST or Hell Canyon Ranger District unit of the National Forest System, subject to the terms and conditions of this special use permit (the permit).

This permit covers 0.518 acres in Sec. 28, T. 3 S., R. 4 E., BLACK HILLS MERIDIAN, ("the permit area"), as shown on the map attached as **Exhibit A**. This and any other appendices to this permit are hereby incorporated into this permit.

This permit issued for the purpose of:

2,650 feet long by 25 feet width water transmission pipeline corridor for a 10 inch diameter line.

Well #9 (0.45 acres)
25ft x 19ft pump house
262ft x 15ft access road to pump
145ft x 134ft fence
Power box
Fire Hydrant

Well #10 (0.018 acres)
14ft x 14ft pump house
75ft x 15ft access road to pump
80ft x 100ft fence
Power box

TERMS AND CONDITIONS

I. GENERAL TERMS

A. AUTHORITY. This permit is issued pursuant to the FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976 and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Forest or Grassland Supervisor or a subordinate officer with delegated authority.

C. TERM. This permit shall expire at midnight on 12/31/2039, 20 years from the date of issuance.

D. CONTINUATION OF USE AND OCCUPANCY. This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit for the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 6 months prior to expiration of this permit. Issuance of a new permit is at the sole discretion of the authorized officer.

At a minimum, before issuing a new permit, the authorized officer shall ensure that (1) the use and occupancy to be authorized by the new permit is consistent with the standards and guidelines in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms and conditions when a new permit is issued.

E. AMENDMENT. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable forest land and resource management plan, or projects and activities implementing a land management plan pursuant to 36 CFR Part 215.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL

REQUIREMENTS. In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

G. NON-EXCLUSIVE USE. The use or occupancy authorized by this permit is not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

H. ASSIGNABILITY. This permit is not assignable or transferable.

I. TRANSFER OF TITLE TO THE IMPROVEMENTS.

1. Notification of Transfer. The holder shall notify the authorized officer when a transfer of title to all or part of the authorized improvements is planned.

2. Transfer of Title. Any transfer of title to the improvements covered by this permit shall result in termination of the permit. The party who acquires title to the improvements must submit an application for a permit. The Forest Service is not obligated to issue a new permit to the party who acquires title to the improvements. The authorized officer shall determine that the applicant meets requirements under applicable federal regulations.

II. IMPROVEMENTS

A. LIMITATIONS ON USE. Nothing in this permit gives or implies permission to build or

maintain any structure or facility or to conduct any activity, unless specifically authorized by this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54. Approval of such a proposal through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

B. PLANS. All plans for development, layout, construction, reconstruction, or alteration of improvements in the permit area, as well as revisions to those plans must be prepared by a professional engineer, architect, landscape architect, or other qualified professional based on federal employment standards acceptable to the authorized officer. These plans and plan revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built plans, maps, or surveys upon completion of the work.

C. CONSTRUCTION. Any construction authorized by this permit shall commence by N/A and shall be completed by N/A.

III. OPERATIONS.

A. PERIOD OF USE. Use or occupancy of the permit area shall be exercised at least 365 days each year.

B. CONDITION OF OPERATIONS. The holder shall maintain the authorized improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit. Standards are subject to periodic change by the authorized officer when deemed necessary to meet statutory, regulatory, or policy requirements or to protect national forest resources. The holder shall comply with inspection requirements deemed appropriate by the authorized officer.

C. MONITORING BY THE FOREST SERVICE. The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and transmission facilities at any time for compliance with the terms of this permit. The holder shall comply with inspection requirements deemed appropriate by the authorized officer. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or transmission facilities. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms and conditions of this permit.

IV. RIGHTS AND LIABILITIES

A. LEGAL EFFECT OF THE PERMIT. This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR 214 and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

B. VALID EXISTING RIGHTS. This permit is subject to all valid existing rights. Valid existing rights include those derived under mining and mineral leasing laws of the United States. The United

States is not liable to the holder for the exercise of any such right.

C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

D. SERVICES NOT PROVIDED. This permit does not provide for the furnishing of road or trail maintenance, water, fire protection, search and rescue, or any other such service by a government agency, utility, association, or individual.

E. RISK OF LOSS. The holder assumes all risk of loss associated with use or occupancy of the permit area, including but not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If authorized temporary improvements in the permit area are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, the permit shall terminate.

F. DAMAGE TO UNITED STATES PROPERTY. The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs and damage to government-owned improvements covered by this permit.

1. The holder shall be liable for all injury, loss, or damage, including fire suppression, prevention and control of the spread of invasive species, or other costs in connection with rehabilitation or restoration of natural resources resulting from the use or occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs. Such costs may be deducted from a performance bond required under clause IV.J.

2. The holder shall be liable for damage caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to all roads and trails of the United States to the same extent as provided under clause IV.F.1, except that liability shall not include reasonable and ordinary wear and tear.

G. HEALTH AND SAFETY. The holder shall take all measures necessary to protect the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during the term of this permit that causes or threatens to cause a hazard to the health or safety of the public or the holder's employees or agents. The holder shall as soon as practicable notify the authorized officer of all serious accidents that occur in connection with these procedures, activities, events, or conditions. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations of the holder for hazardous conditions or compliance with health and safety standards.

H. ENVIRONMENTAL PROTECTION.

1. For purposes of clause IV.H and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

2. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use and occupancy of the permit area. Environmental damage includes but is not limited to all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. If the environment or any government property covered by this permit becomes damaged in connection with the holder's use and occupancy, the holder shall as soon as practicable repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

3. The holder shall as soon as practicable, as completely as possible, and in compliance with all applicable laws and regulations abate any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during or after the term of this permit that causes or threatens to cause harm to the environment, including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources.

I. INDEMNIFICATION OF THE UNITED STATES. The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use or occupancy authorized by this permit. This indemnification provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use or occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous materials, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

J. BONDING. The authorized officer may require the holder to furnish a surety bond or other security for any of the obligations imposed by the terms and conditions of this permit or any applicable law, regulation, or order.

L. INSURANCE. The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review the insurance policy and require any changes needed to ensure adequate coverage of the United States in connection with the authorized use and occupancy. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the authorized officer immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause and to the extent of the full limits of insurance available to the holder. The holder shall give 30 days prior written notice to the authorized officer of cancellation of or any modification to the insurance policy. The certificate of insurance, the authenticated copy of the insurance policy, and written notice of cancellation or modification of insurance policies should be sent to **Hell Canyon Ranger District 1019 North 5th Street, Custer, SD 57730**. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.

1. The holder shall have in force liability insurance covering losses, including those arising from strict liability, associated with the use or occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of **\$500,000** as a combined single limit per occurrence.

2. Depending on the holder's operations, the Forest Service may require the holder to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the holder's use or occupancy. Any requirements imposed would be established on a case-by-case basis by the authorized officer based on the degree of environmental risk from the holder's operations. The storage and use of normal maintenance supplies in nominal amounts generally would not trigger financial assurance requirements.

V. RESOURCE PROTECTION

A. COMPLIANCE WITH ENVIRONMENTAL LAWS. The holder shall in connection with the use or occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., CERCLA, as amended, 42 U.S.C. 9601 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

B. VANDALISM. The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.

C. PESTICIDE USE.

1. Authorized Officer Concurrence. Pesticides may not be used outside of buildings in the permit

area to control pests, including undesirable woody and herbaceous vegetation (including aquatic plants), insects, birds, rodents, or fish without prior written concurrence of the authorized officer. Only those products registered or otherwise authorized by the U.S. Environmental Protection Agency and appropriate State authority for the specific purpose planned shall be authorized for use within areas on National Forest System lands.

2. Pesticide-Use Proposal. Requests for concurrence of any planned uses of pesticides shall be provided in advance using the Pesticide-Use Proposal (form FS-2100-2). Annually the holder shall, on the due date established by the authorized officer, submit requests for any new, or continued, pesticide usage. The Pesticide-Use Proposal shall cover a 12-month period of planned use. The Pesticide-Use Proposal shall be submitted at least 60 days in advance of pesticide application. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time a Pesticide-Use Proposal was submitted.

3. Labeling, Laws, and Regulations. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers. No pesticide waste, excess materials, or containers shall be disposed of in any area administered by the Forest Service.

D. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES. The holder shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall follow the applicable inadvertent discovery protocols for the undertaking provided in an agreement executed pursuant to section 106 of the National Historic Preservation Act, 54 U.S.C. 306108; if there are no such agreed-upon protocols, the holder shall leave these discoveries intact and in place until consultation has occurred, as informed, if applicable, by any programmatic agreement with tribes. Protective and mitigation measures developed under this clause shall be the responsibility of the holder. However, the holder shall give the authorized officer written notice before implementing these measures and shall coordinate with the authorized officer for proximate and contextual discoveries extending beyond the permit area.

E. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION ACT (NAGPRA). In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall follow the applicable NAGPRA protocols for the undertaking provided in the NAGPRA plan of action or the NAGPRA comprehensive agreement; if there are no such agreed-upon protocols, the holder shall as soon as practicable notify the authorized officer of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the forest archaeologist certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human

remains and objects.

F. PROTECTION OF THREATENED AND ENDANGERED SPECIES, SENSITIVE SPECIES, AND SPECIES OF CONSERVATION CONCERN AND THEIR HABITAT.

1. Threatened and Endangered Species and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 1531 et seq., as amended, or within designated critical habitat shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on listed species or designated critical habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing threatened or endangered species or designated critical habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

2. Sensitive Species and Species of Conservation Concern and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals designated by the Regional Forester as sensitive species or as species of conservation concern pursuant to FSM 2670 shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on sensitive species or species of conservation concern or their habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing sensitive species or species of conservation concern or their habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

H. CONSENT TO STORE HAZARDOUS MATERIALS. The holder **shall not** store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

I. CLEANUP AND REMEDIATION.

1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153, Subpart B, and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

2. Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either in the permit area or in connection with the holder's activities in the permit area, regardless of whether those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.

VI. LAND USE FEE AND DEBT COLLECTION

A. LAND USE FEES. The holder shall pay an initial annual land use fee of **\$300.68** for the period from **1/1/2020 to 12/31/2020**, and thereafter on **1/1/2021**, shall pay an annual land use fee of **\$300.68**. The annual land use fee shall be adjusted annually using the Bureau of Land Management NASS Census per-acre Land and Building Values and Rent Schedule Zones.

B. MODIFICATION OF THE LAND USE FEE. The land use fee may be revised whenever necessary to reflect the market value of the authorized use or occupancy or when the fee system used to calculate the land use fee is modified or replaced.

C. FEE PAYMENT ISSUES.

1. Crediting of Payments. Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.

2. Disputed Fees. Fees are due and payable by the due date. Disputed fees must be paid in full. Adjustments will be made if dictated by an administrative appeal decision, a court decision, or settlement terms.

3. Late Payments

(a) Interest. Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any fee amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the United States Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee amount is due.

(b) Administrative Costs. If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

(c) Penalties. A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.

(d) Termination for Nonpayment. This permit shall terminate without the necessity of prior notice and opportunity to comply when any permit fee payment is 90 calendar days from the due date in arrears. The holder shall remain responsible for the delinquent fees.

4. Administrative Offset and Credit Reporting. Delinquent fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. and common law. Delinquencies are subject to any or all of the following:

(a) Administrative offset of payments due the holder from the Forest Service.

(b) If in excess of 60 days, referral to the United States Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).

(c) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 et seq.

(d) Disclosure to consumer or commercial credit reporting agencies.

VII. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION. The authorized officer may revoke or suspend this permit in whole or in part:

1. For noncompliance with federal, state, or local law.
2. For noncompliance with the terms of this permit.
3. For abandonment or other failure of the holder to exercise the privileges granted.
4. With the consent of the holder.
5. For specific and compelling reasons in the public interest.

Prior to revocation or suspension, other than immediate suspension under clause VII.B, the authorized officer shall give the holder written notice of the grounds for revocation or suspension and a reasonable period, typically not to exceed 90 days, to cure any noncompliance.

B. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an on-site review with the authorized officer's supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request within 48 hours. Following the on-site review, the authorized officer's supervisor shall promptly affirm, modify, or cancel the suspension.

C. **APPEALS AND REMEDIES**. Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 214, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

D. **TERMINATION**. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

E. **RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT ISSUANCE OF A NEW PERMIT**. Upon revocation or termination of this permit without issuance of a new permit, the holder shall remove all structures and improvements, except those owned by the United States, within a reasonable period prescribed by the authorized officer and shall restore the site to the satisfaction of the authorized officer. If the holder fails to remove all structures and improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VIII. **MISCELLANEOUS PROVISIONS**

A. **MEMBERS OF CONGRESS**. No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

B. **CURRENT ADDRESSES**. The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for billing and payment of land use fees.

C. **SUPERSEDED PERMIT**. This permit supersedes a special use permit designated CITY OF CUSTER, CEM101806, dated 11/29/1993.

D. **SUPERIOR CLAUSES**. If there is a conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

E. **Operation and Maintenance Plan (R2-C102)**. An Operation and Maintenance Plan, described as **Exhibit B**, is attached hereto and made a part hereof.

F. **Nondiscrimination (B-1)**. 1. The holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational activities), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973,

as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

2. The holder shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this permit.
3. The Forest Service shall furnish signs setting forth this policy of nondiscrimination. These signs shall be conspicuously displayed at the public entrance to the premises and at other exterior or interior locations, as directed by the Forest Service.
4. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

G. Noxious Weed and Exotic Plant Prevention and Control (D-10). The holder shall be responsible for the prevention and control of noxious weeds and exotic plants arising from the authorized use. For purposes of this clause, noxious weeds and exotic plants include those species recognized as such by United States Forest Service. The holder shall follow prevention and control measures required by United States Forest Service. When determined to be necessary by the Authorized Officer, the holder shall develop a plan for noxious weed and exotic plant prevention and control. These plans must have prior written approval from the Authorized Officer and, upon approval, shall be attached to this permit as an appendix.

H. Water Facilities and Water Rights (D-25). This permit does not confer any water rights on the holder. Any necessary water rights must be acquired by the holder in accordance with State law. Any expenses for acquiring water rights shall be the responsibility of the holder. The United States reserves the right to place any conditions on installation, operation, maintenance, and removal of facilities to pump, divert, store, or convey water on National Forest System lands covered by this permit that are necessary to protect public property, public safety, and natural resources on National Forest System lands in compliance with applicable law. The holder waives any claims against the United States for compensation in connection with imposition of any conditions on installation, operation, maintenance, and removal of water facilities under this permit.

I. Protection of Endangered, Threatened, and Sensitive Species (X-8). The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 531 *et seq.*, as amended, or as sensitive by the Regional Forester under Forest Service Manual (FSM) 2670, pursuant to consultation conducted under section 7 of the ESA, may be identified on the ground or shown on a separate map. The map shall be attached to this permit as an appendix. The holder shall take any protective and mitigative measures specified by the Authorized Officer. If protective and mitigative measures prove inadequate, if other sites within the permit area containing threatened, endangered, or sensitive species are discovered, or if new species are listed as threatened or endangered under the ESA or as sensitive by the Regional Forester under the FSM, the Authorized Officer may specify additional protective and mitigative measures. Discovery of these areas by the holder or the Forest Service shall be promptly reported to the other party.

J. Superseded Authorization (X-18). This authorization supersedes an authorization designated CEM101806.

K. Improvement Relocation (X-33). This authorization is granted with the express understanding that should future location of United States Government-owned improvements or road rights-of-way require the relocation of the holder's improvements, such relocation will be done by, and at the expense of, the holder within a reasonable time as specified by the Authorized Officer.

THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.



ACCEPTED:

CORBIN HERMAN
City of Custer Mayor
City of Custer

DATE

APPROVED:

ANDREW K. JOHNSON
Forest Supervisor
Black Hills National Forest

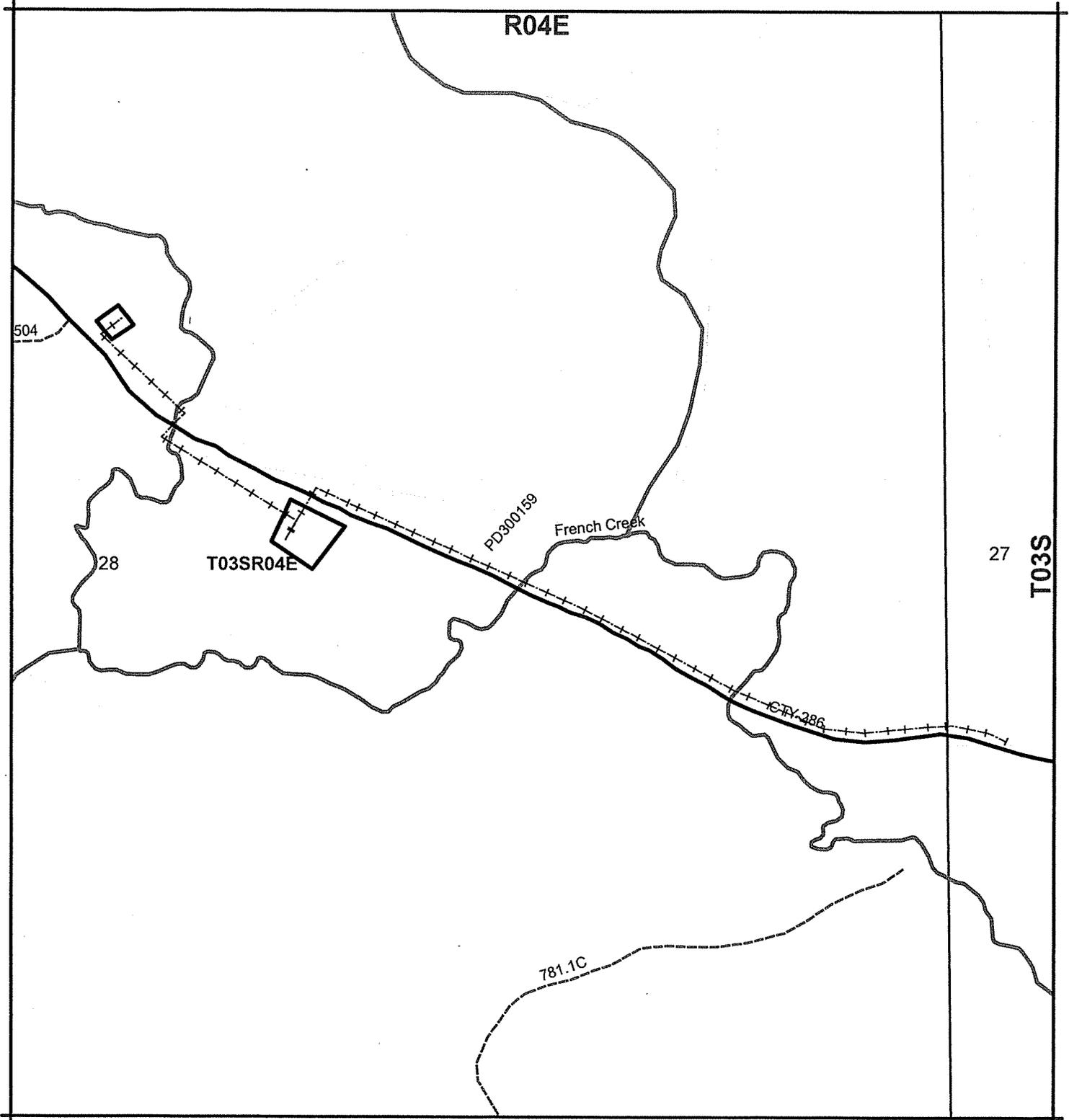
DATE

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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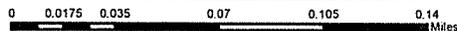
Authorization Information

Name: City of Custer
 Authorization ID: CEM625
 Exhibit: A
 Expiration Date: 12/21/2039
 Primary Use Code: 915 & 931
 Use Code Name: Water Line & Wells

Disclaimer

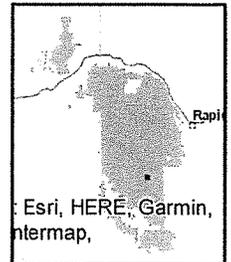
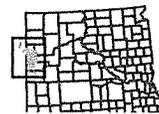
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Legend



	Water Transmission Line
	Well Area
	2 - HIGH CLEARANCE VEHICLES
	3 - SUITABLE FOR PASSENGER CARS
	4 - MODERATE DEGREE OF USER COMFORT
	5 - HIGH DEGREE OF USER COMFORT
	Streams
	NFS Land
	Private

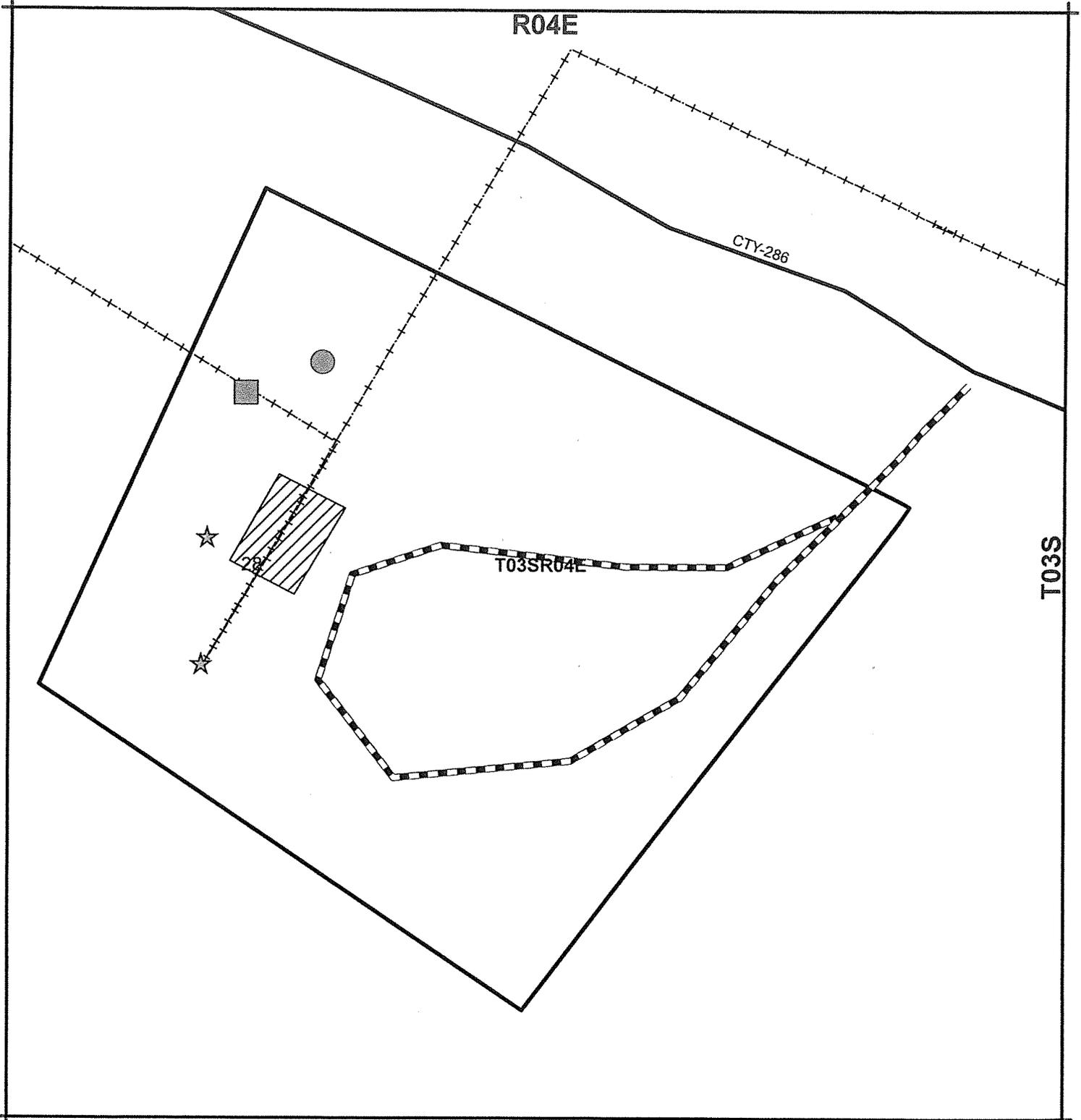
1 inch = 0.06 miles
SOUTH DAKOTA
 Custer County





City of Custer Well 9

Black Hills National Forest - Hell Canyon Ranger District



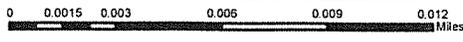
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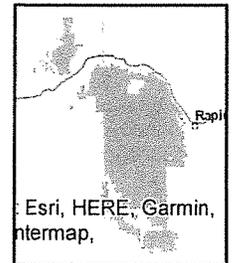
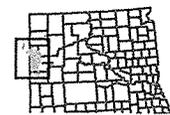
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Legend



	PowerBox		2 - HIGH CLEARANCE VEHICLES
	Firehydrant		3 - SUITABLE FOR PASSENGER CARS
	City of Custer Well		4 - MODERATE DEGREE OF USER COMFORT
	Access Road		5 - HIGH DEGREE OF USER COMFORT
	Water Transmission Line		Streams
	Pump House		NFS Land
	Well Area		Private

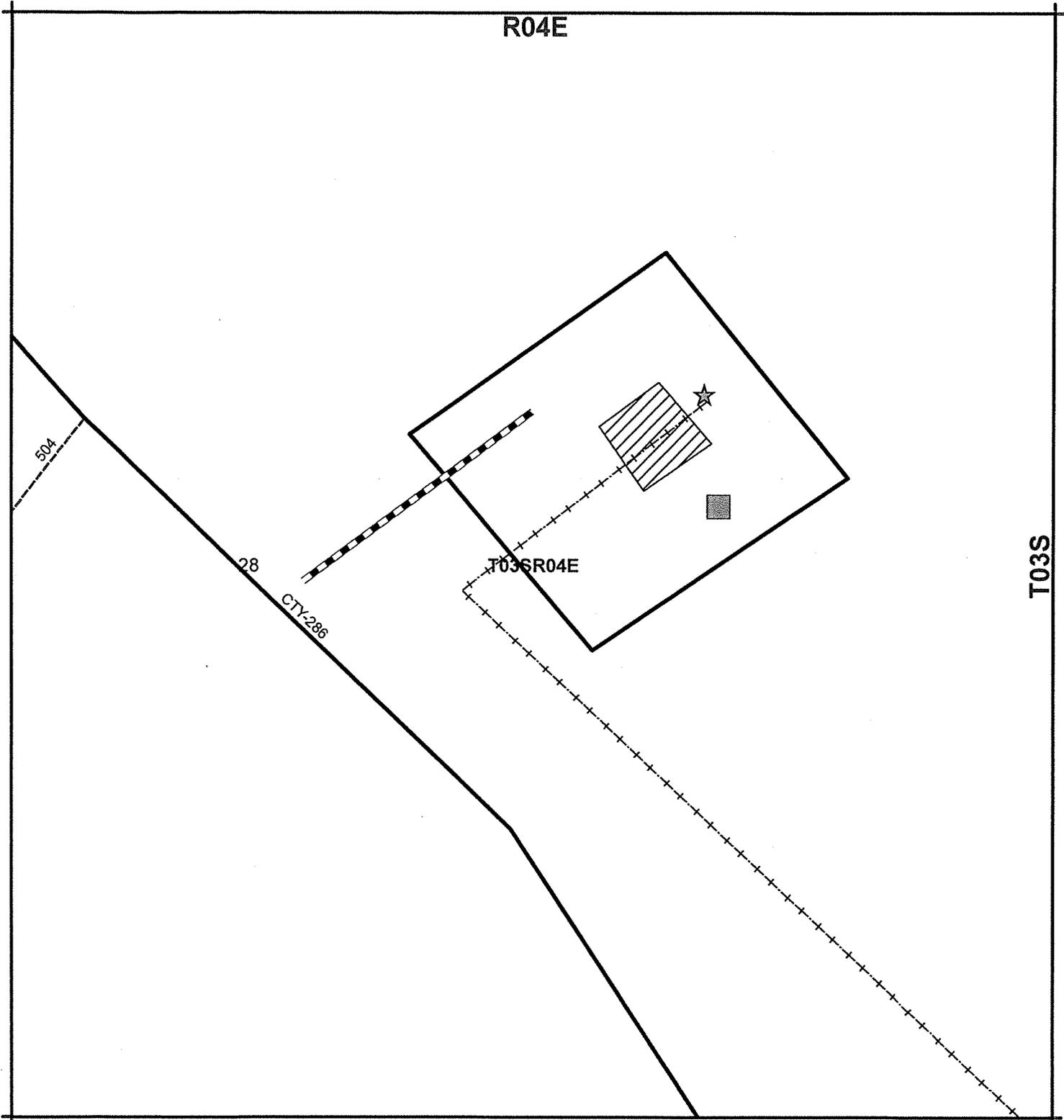
1 inch = 0.01 miles
SOUTH DAKOTA
 Custer County





City of Custer Well 10

Black Hills National Forest - Hell Canyon Ranger District



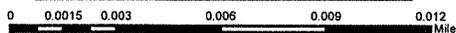
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Legend



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	FireHydrant		3 - SUITABLE FOR PASSENGER CARS
	City of Custer Well		4 - MODERATE DEGREE OF USER COMFORT
	Access Road		5 - HIGH DEGREE OF USER COMFORT
	Water Transmission Line		Streams
	Pump House		NFS Land
	Well Area		Private

1 inch = 0.01 miles
SOUTH DAKOTA
 Custer County

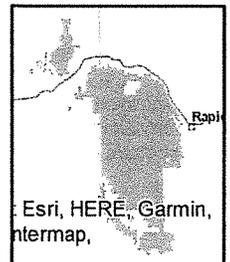


Exhibit B

Operation and Maintenance Plan

Clean up and Maintenance of well areas is to be completed by **August 30, 2020**.

Clean up and maintenance includes:

1. Storage of extra materials including pipes.
2. Removal of cinderblocks.
3. Replacement of gutters.
4. Repair of pipe at Well #10
5. Repair of holes on Pump house building.

Charlie Hunsaker and Samantha Pechota
1206 Canal St
Custer, SD 57730

January 21, 2020

To whom it may concern,

Charlie and I request your consideration for letting us use pageant hill for our wedding ceremony on June 13, 2020. We plan on having 150 guests maximum. We plan on using a mixture of hay bales and chairs for seating. We also plan on using a side by side UTV to help elderly guests and guests that need extra help getting to the seating area. We will have everything torn down that day. If the weather is uncooperative we may have a tent set up to continue with the ceremony. There will be no alcohol as our reception is planned for the Custer Beacon following our vows. Please let us know if this is feasible at your earliest convenience, thank you. We are reachable at 605-517-5428 (Sam) and 605-440-3235 (Charlie).

Best regards,

Charlie Hunsaker and Samantha Pechota

2019 Claim

Nielsen Enterprises, Repairs and Maintenance, \$13,920.00
Total 2019 Claim \$13,920.00

2020 Claims

Aces, Professional Fees, \$16,690.00
Aflac, Insurance, \$820.92
ASFP, 2020 Membership, \$165.00
Battle Mountain Humane Society, Animal Control Contract, \$1,000.00
Black Hills Energy, Utilities, \$2,690.78
Beesley Law Office, Professional Fees, \$3,002.50
Butler Machinery, Supplies, \$6,122.27
California State Disbursement, Deduction, \$92.30
Century Business Products, Supplies, \$87.85
Crazy Horse/Laughing Water Restaurant, Supplies, \$1,028.45
Custer Do It Best, Supplies, Repairs and Maintenance, \$42.40
Days Inn, Travel/Conference, \$308.00
Delta Dental, Insurance, \$212.00
Discovery Benefits, Supplies, \$1,453.06
EFTPS, Taxes, \$18,404.17
Fastenal, Supplies, \$50.82
Golden West Telecommunications, Utilities, \$519.04
Golden West Technologies, Professional Fees, \$762.50
Hach, Repairs and Maintenance, \$532.08
Hawkins, Supplies, \$122.00
Jenner Equipment, Repairs and Maintenance, \$1,210.58
Imageall, Supplies, \$6.50
Kimball Midwest, Supplies, \$161.57
Petty Cash, Supplies, \$550.62
Pizza Hut, Supplies, \$61.00
Quill, Supplies, \$218.99
Rick Kothe, Reimbursement, \$93.41
Sanders Sanitation, Supplies, \$13,253.23
SD DENR, Travel/Conference, \$60.00
SDML, Travel/Conference, \$60.00
SD Retirement System, \$6,665.32
Supplemental Retirement, \$670.00
Vector, Supplies, \$200.00
Wright Express, Supplies, \$832.36
Wellmark, Insurance, \$13,769.51
YMCA, Membership, \$84.00
Mayor & Council, \$4,532.00
Finance Department, \$4,376.30
Public Building Department, \$2,497.44
Planning Department, \$7092.94
Public Works Department, \$10,807.57
Street Department, \$7,173.39
Cruisin Department, \$152.01
Parks Department, \$4,530.85
Water Department, \$24,382.40
Wastewater Department, \$24,194.42
Total Claims 2020 \$181,742.55

