

All City Council Meetings are recorded.

**CITY OF CUSTER CITY
COUNCIL AGENDA
March 19th, 2018 – City Hall Council Chambers
5:30 P.M.**

1. Call to Order - Roll Call - Pledge of Allegiance
2. Approval of Agenda
3. Approval of Minutes – March 5th, 2018 Meeting, March 12th, 2018 Special Meeting and March 15th Special Meeting Minutes
4. Declaration of Conflict of Interest
5. Public Presentations - Public Hearings
 - a.
 - b.
 - c.
 - d.
6. Old Business
 - a.
 - b.
7. New Business
 - a. Request to Operate Pedicab – Tommy Hegerfeld
 - b. Way Park Usage Request - Kirkham
 - c. BID Board Agreement with HomeSlice
 - d. BID Board General Manager Position
 - e. Preliminary Plat – Stone Hill Subdivision
 - f. Final Plat – Busskohl-Jenniges Subdivision Phase I
 - g. Final Plat – Tract Williamson Revised of Needles View Subdivision & Willow Creek Tract
 - h. Planning Commission Member Resignation
 - i. Asphalt Surface Treatment Bids
 - j. Old Time Country Fair Request – 1881 Courthouse Museum
 - k. Transportation Alternatives Project Work Order Amendment #1
 - l. Annual Report
 - m.
8. Presentation of Claims –
9. Department Head Discussion & Committee Reports –
10. Executive Session – Personnel, Proposed Litigation, & Contract Negotiations (SDCL 1-25-2)
11. Adjournment

REMINDERS

- Park & Recreation Committee Meeting – March 20th, 2018 5:30 P.M.
Public Works Committee Meeting – April 2nd, 2018 4:30 P.M.
Regular City Council Meeting – April 2nd, 2018 5:30 P.M.
General Government Committee Meeting – April 9th, 2018 4:30 P.M.
Planning Commission Meeting – April 10th, 2018 5:00 P.M.
Regular City Council Meeting – April 16th, 2018 5:30 P.M.**

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

**CITY OF CUSTER CITY
COUNCIL PROCEEDINGS- REGULAR SESSION
March 5th, 2018**

Council President Larry Maciejewski called to order the first meeting of the Common Council for the month of March 2018 at 5:30 p.m. Present at roll call were Councilpersons Heinrich, Nielsen, Fischer, and Blom. The Pledge of Allegiance was stated.

AGENDA

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

MINUTES

Councilperson Nielsen moved, with a second by Councilperson Blom, to approve the minutes from the February 20th council meeting. The motion unanimously carried.

CONFLICTS OF INTEREST

No conflicts of interest were stated.

EXECUTIVE PROCLAMATION- DUCKS UNLIMITED

Councilperson Nielsen moved to approve the Executive Proclamation for Ducks Unlimited. Seconded by Councilperson Heinrich, the motion unanimously carried.

EXECUTIVE PROCLAMATION

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

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

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

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

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

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

WHEREAS, Ducks Unlimited hosts an annual banquet each year to assist in the raising of funds used to protect, enhance and restore wetlands and grasslands across North America, and such annual banquet has been scheduled for the year 2018 to be held on the 24th day of March.

WHEREAS, the City of Custer City shall honor Ducks Unlimited by displaying 12 flags presenting their logo along the Mount Rushmore road corridor for a time beginning on March 16th, 2018 and to end on March 26th, 2018.

THEREFORE, BE IT RESOLVED that I, Corbin Herman, Mayor of the City of Custer City, South Dakota, do hereby proclaim March 25th, as

Ducks Unlimited Day

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

CITY OF CUSTER CITY

S/Corbin Herman, Mayor

ATTEST: Laurie Woodward, Finance Officer

CEMETERY CARETAKER BIDS

Councilperson Heinrich moved to table the Cemetery Caretaker Bids until a special meeting on Monday March 12, 2018 at 4:00pm. Second by Councilperson Fischer, the motion unanimously carried.

2018 POOL MANAGEMENT CONTRACT- CUSTER YMCA

Councilperson Nielsen moved to approve the 2018 Pool Management Contract with the Custer YMCA for \$16,000. Seconded by Councilperson Heinrich, the motion unanimously carried.

CUSTER COMMUNITY CENTER USE AGREEMENT-CUSTER YMCA

Councilperson Heinrich moved to approve the 2018 Custer Community Center Gym Use Agreement with the Custer YMCA. Seconded by Councilperson Blom, the motion unanimously carried.

PUBLIC WORKS POSITIONS AVAILABILITY

Bob Morrison, Public Works Director, discussed the possibility of hiring a full time and/or part time position for the Public Works Department.

CLAIMS

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

AE2S, Professional Fees, \$1,176.53
AFLAC, Insurance, \$583.02
AFSCME Council 65, Dues, \$86.14
Battle Mountain Humane Society, Animal Control \$1,000.00
Beesley Law Office, Professional Fees, \$2,515.00
Black Hill Energy, Utilities, \$8,625.06
Century Business Product, Supplies, \$210.91
Code Works, Professional Fees, \$530.24
Crum Electric Supply Co, Supplies, \$4,124.61
Custer Co Chronicle, Publishing Fees, \$211.08
Custer Dolt Best, Supplies, Repair & Maintenance, \$70.28
Custer Industrial, Repair & Maintenance, \$19.20
Custer Sr. Citizen Center, 2018 Subsidy, \$4,000.00
Custer True Value, Supplies, Repair & Maintenance, \$512.20
California State Disbursement, Deductions, \$53.19
Delta Dental, Insurance, \$148.20
Discovery Benefits, Supplies, \$856.92
EFTPS, Taxes, \$13,460.74
Fastenal, Supplies, \$179.17
Freeman's Electric INC, Repair & Maintenance, \$17.77
G & R Controls, Repair & Maintenance, \$261.48
Green Owl Media, Professional Fees, \$140.00
Hillyard, Supplies, \$99.17
Image All LLC, Supplies, \$169.00
Kimball Midwest, Supplies, \$1,269.70
KLJ, Professional Fees, \$2,450.00
Metering & Technology, Supplies, \$3,585.87
Nelsons Oil & Gas, Supplies, \$2,124.20
Petty Cash, Supplies, \$303.52
Sander Sanitation, Garbage Collection Contracts, \$13,422.54
SD Department of Revenue, Supplies, \$21.20
SD Retirement System, \$6,427.60
Supplemental Retirement, \$460.00
Shanklins, Supplies, \$234.96
The Hartford, Insurance, 64.12
Turbiville Industrial Electric, Supplies, Repair & Maintenance, \$845.88
Walker, Gaile, Reimbursement, \$261.78
Wellmark BCBS, Insurance, \$11,519.05
Mayor & Council, \$4,400.00
Finance Department, \$5,683.06
Public Buildings, \$2,719.29
Planning Department, \$7010.49
Public Works Department, \$3,013.85
Street Department, \$10,969.67
Cruisin Department, \$84.29
Parks Department, \$3,382.75
Water Department, \$11,429.07

Wastewater Department, \$11,279.49

Total Claims, \$142,012.29

DEPARTMENT HEADS & COMMITTEE REPORTS

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

ADJOURNMENT

With no further business, Councilperson Nielsen moved to adjourn the meeting at 6:05 p.m.
Seconded by Councilperson, Heinrich, the motion carried unanimously.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward
Finance Officer

Council President
Larry Maciejewski

**CITY OF CUSTER CITY
COUNCIL PROCEEDINGS- SPECIAL MEETING
March 12th, 2018**

Mayor Corbin Herman called to order a special meeting of the Common Council at 4:00 p.m. Present at roll call were Councilpersons Heinrich, Nielsen, Fischer, Arseneault and Blom. The Pledge of Allegiance was stated.

CONFLICTS OF INTEREST

No conflicts of interest were stated.

GEMETERY CARETAKER CONTRACT

Councilperson Fischer moved to approve the Modification to the 2018 Cemetery Caretaker Bid and Contract from Edwards Enterprises. The modification stated that the city crew and equipment would be available for pickup and removal of waste plies on the side of cemetery road for the first two weeks of the contract; the contract is for April 1st, 2018 through September 30th, 2018; eliminated the fall cleanup of pinecones and pine needles; and that the contract amount would be \$32,000. Seconded by Councilperson Nielsen, the motion carried with Councilperson Heinrich, Nielsen, Fischer, Arseneault and Blom voting yes.

ADJOURNMENT

With no further business, Councilperson Arseneault moved to adjourn the meeting at 4:13 p.m. Seconded by Councilperson, Fischer, the motion carried unanimously.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward
Finance Officer

Corbin Herman
Mayor

**CITY OF CUSTER CITY
COUNCIL PROCEEDINGS- SPECIAL MEETING
March 15th, 2018**

Mayor Corbin Herman along with Councilperson Maciejewski, Heinrich, Nielsen, Fischer and Arseneault meet at City Hall then proceed to the new Regional Hospital Facility for a walk-through tour. No action was taken and the special meeting for the tour ended at 6:10 pm.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward
Finance Officer

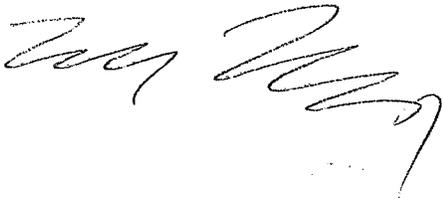
Corbin Herman
Mayor

To whom It may Concern,

My name is Tommy Hegerfeld, and I am the owner of the Custer Wolf. I have recently purchased a pedicab (Bicycle rickshaw); that I would like to use on Mt Rushmore Rd. There is currently an ordinance that prohibits the use of a bicycle in this area unless given permission by the city. The pedicab does have working break lights, blinkers, and headlights. Once given permission to operate I will also have insurance. The service will be provided for no fee. People operating the pedicab will accept tips. I think that a pedicab could add a uniqueness to Custer that other cities in the Black Hills don't have. After taking a few test runs, I don't think it will affect the speed of traffic. I just want an opportunity to try something new in the community. If it ends up being a nuisance, I will take steps to remedy any problems.

Thank you for your Consideration,

Tommy Hegerfeld

A handwritten signature in black ink, appearing to read "Tommy Hegerfeld", written in a cursive style.

Chapter 10.24

BICYCLES, SKATEBOARDS, ROLLERBLADES AND SLEDS

Sections:

- 10.24.010 Compliance with motor vehicle ordinances.**
- 10.24.020 Riding abreast.**
- 10.24.030 Clinging to vehicles.**
- 10.24.040 Extra passenger.**
- 10.24.050 Lights.**
- 10.24.060 Operating on sidewalks and in parks.**
- 10.24.070 Operating in central business district.**
- 10.24.080 Toy vehicles on city streets.**

10.24.010 Compliance with motor vehicle ordinances.

The rider or operator of a bicycle, skateboard, rollerblades or sled upon any street, alley or other public place, shall comply with all ordinances and statutes regulating the operation of motor vehicles and rules and regulations promulgated pursuant thereto. (Ord. 694 (part), 2011: prior code § 11-213)

10.24.020 Riding abreast.

When two or more persons in a group are operating bicycles or riding upon skateboards or rollerblades, on a street or alley, they shall ride single file. (Ord. 694 (part), 2011: prior code § 11-214)

10.24.030 Clinging to vehicles.

No rider or operator of a bicycle, skateboard, rollerblades or sled shall cling or attach himself or the bicycle, skateboard, rollerblades or sled to any other moving vehicle. (Ord. 694 (part), 2011: prior code § 11-215)

10.24.040 Extra passenger.

No more than one person shall be allowed on a bicycle, skateboard, rollerblades or sled unless the same is specifically designed for such. (Ord. 694 (part), 2011: prior code § 11-216)

10.24.050 Lights.

No skateboard, rollerblades or sled shall be operated on any street, alley or any public place within the period from a half-hour after sunset until a half-hour before sunrise. No bicycle shall be operated after such hours without using a headlight attached to the front of the bicycle and having a red light or reflector attached to the rear of a bicycle. (Ord. 694 (part), 2011: prior code § 11-217)

10.24.060 Operating on sidewalks and in parks.

Bicycles, skateboards, rollerblades and sleds may be operated single file only, on sidewalks in public parks and residential districts. The rider or operator shall at all times yield the right-of-way to pedestrians using the sidewalk, and due and proper care shall at all times be exercised by the rider or operator for pedestrians. (Ord. 694 (part), 2011; Ord. 626, 2005; Ord. 600, 2004; prior code § 11-218)

10.24.070 Operating in central business district.

It is unlawful for any person on rollerskates or riding in or by means of any coaster, skateboard, toy vehicle or similar recreational devices including bicycles and sleds, to go upon any street, sidewalk, crosswalk, public parking area or any other public way or place, located within the central business district of the city, unless otherwise specifically designated by the city. The central business district boundaries are from the south side of Crook Street to the north side of Washington Street and from the east side of Ninth Street to the west side of Fourth Street.

This section shall not prohibit the use of bicycles upon any street, public way or place as long as the operator of said bicycle is complying with the ordinance of the city and the laws of the state. (Ord. 694 (part), 2011; Ord. 563, 2002)

10.24.080 Toy vehicles on city streets.

Toy vehicles or similar recreational devices shall not be permitted on any city streets. (Ord. 694 (part), 2011)

REQUEST TO BE ON AGENDA

CUSTER CITY COUNCIL MEETING

NAME: Allen and Jill Kirkham PHONE #: (605) 440-7338

ADDRESS: 25353 S. Lightning Creek Rd, Custer SD 57730

MEETING DATE: March 5th, 2018

Council meets on the 1st and 3rd Monday of each month, however if such date follows on a holiday Council will meet the following day.

ACTION REQUESTED (Give a brief summary of the action you would like the Council to take):

Request Permit to play live music in Way Park, Weekly on Wednesdays, 5:30-7:00pm on the Miner's Monument Plaza, June 6th - Aug 28th. Musicians are Allen and Jill Kirkham along with Custer Resident Roy Hendrickson. We are National Award Winning Professional Classic Western and Country musicians.

Former members of Grand Jury Force Fort Hays Chockwagon Blue Bell
REASONS FOR ACTION (Give a detailed account for the reasons you feel the Council should take the above Chockwagon action. Please state the history behind the request and as much information supporting your request as you can. Attach additional sheets if necessary.):

See Attachment.

See Down Country Roads, Page 34-38!
(Attached)

Have you visited with any staff or committees regarding your request, please state who (General Government Committee, Public Works Committee, Planning Commission, Community Development Director, Public Works Director, Finance Officer):

City Hall employees.

SIGNATURE Allen Kirkham

DATE Feb 28, 2018

This form must be returned to the Finance Office by noon on the Wednesday preceding a regular scheduled meeting.



Feb 28, 2018

**Request To Be On Agenda
Custer City Council Meeting
Meeting Date: March 5th, 2018**

Action Requested: Request a Permit for Allen and Jill Kirkham (AJ Productions), along with special guest Roy Hendrickson, to play live Classic Western and Country Music in way Park at the Miner's Monument Plaza, during our Custer tourism season, weekly on Wednesdays, June 6th - August 29th, 5:30-7:00pm. We are national award winning artists from Custer SD, former employees/musicians of the Custer Grand Jamboree, and 3 tourist chuckwagons in the Black Hills. Concerts will be free at no charge to the public.

Reasons For Action: As professional musicians from Custer, with each of us having a considerable local region and tourism fan base that includes South Dakota, North Dakota, Wyoming, Colorado, Montana, Arizona, New Mexico, Texas, Nebraska, Minnesota, Wisconsin, Iowa, Illinois, and others, we believe we can significantly help our city's tourism industry by providing family-friendly world-class live music and entertainment within easy walking access to our tens of thousands of summer season visitors in the downtown area. Providing this consistent professional live music downtown will provide our visitors with an evening destination which will in turn help our downtown businesses and attractions, such as the 1881 Courthouse Museum, to attract guests to visit their businesses and attractions either before or after the live music. When successful, we believe word will quickly spread through the tourism community that this service is provided as a relaxing evening activity in downtown Custer and should grow over time.

Precedence for Recurring Permit: Each summer the Custer Arts Council has had a permit to provide live music on Tuesdays and Thursdays in the park by various artists, including us.

ALLEN and JILL KIRKHAM
25353 S. Lightning Creek Road
Custer, South Dakota 57730-7111
Home (605) 673-3612, Cell (605) 440-7338
KirkhamMusic@icloud.com

ARTIST RESUME - Artist Career Development Grant

Traditional Western Music Singer-Songwriter/Artists

ALLEN and JILL KIRKHAM

25353 S. Lightning Creek Road

Custer, South Dakota 57730-7111

Home (605) 673-3612, Cell (605) 440-7338

KirkhamMusic@icloud.com



RESUME: Background

“Allen and Jill Kirkham” are Traditional Western Music husband and wife performing artists from Custer, South Dakota. For over 30 years we have performed Traditional Western Music. Allen and Jill are the 2015 Cowboy Idol Musician Winner, a 2016 Academy of Western Artists (AWA) Western Music Duo/Group Award Finalist, and a 2016 and 2015 Western Music Association (WMA) Crescendo Rising Star Award Finalist. We were performing members of the Grand Jamboree Show 2016-2017 in Custer, South Dakota.

Allen and Jill are members of the South Dakota Mounted US Marshals Posse and have worked in the Black Hills as ranch hands, chuck wagon cooks, horse wranglers, gunfight re-enactors, and traditional western music performers.

2000 to Present: “Allen and Jill Kirkham” Award Winning Western Music Association and Academy of Western Artists Music Duo: Live Western Music Shows for festivals, churches, camps, schools, and community events throughout South Dakota, Wyoming, Colorado, Montana, North Dakota, New Mexico, Nebraska, Washington, Texas, the Midwest, and Southeast. Director of the **Southern Hills Music And Arts Festival (SHMAAF)** Western Stage, Custer SD. Recent Western Show bookings included 2016 and 2017 **Black Hills Cowboy Christmas** at Historic Homestake Opera House with Paul Larson and Friends, **Black Hills Opry** at Historic Homestake Opera House with Aces & Eights, **High Plains Western Heritage Center** Cowboy Series with Gordy Pratt, **Every Day Heroes 9/11 Remembrance** Rapid City Downtown with Kenny Putnam, **Deadwood Wildwest Songwriter 2016 Showcase**, **Custer Buffalo Roundup Arts Festival** at Custer State Park, **Blue Bell Hay Ride and Chuckwagon** with Keith Burden at Blue Bell Lodge in Custer State Park, **Palmer Gulch Chuck Wagon** with Paul Larson at KOA Palmer Gulch, **Old West Days**, Nebraska Cowboy Gathering, Valentine Nebraska, and **Academy of Western Artists Awards Show**, Fort Worth Texas.

October 2016 - Present: Worship Pastor, Crossroads Church Custer, South Dakota. Leads weekly worship music services. Plans worship services and leads worship band.

2016 to 2017: Grand Jamboree Show, Buffalo Ridge Theater, Custer SD. The Cowboy Singers-Instrumentalist for a Branson-Style Variety Show. Summer Tourism Season. Directed by Grand Magician Duane Laflin.

2015: Beaver Lake 1890s Chuckwagon, Beaver Lake Campground, Custer SD. Authentic 1890s restored Studebaker Chuckwagon and Western Heritage family friendly music shows.

2013 to 2015: Circle B Chuckwagon, members of Circle B Cowboys Band, Hill City, SD. Western Heritage family friendly music shows.

1984 – 2009: “Timberline Western Band” Band Leader, Traditional Western and Gospel music concerts throughout Colorado and Kansas.

BLACK HILLS SOUTH DAKOTA REFERENCES

Gary Enright - Curator, 1881 Courthouse Museum, Custer SD

Sarah Carlson - Executive Director, Historic Homestake Opera House, Lead, SD

David Ressler - Director, Custer County Chamber Of Commerce

Stringbean Svenson - South Dakota Music Hall of Fame/Fort Hays Chuckwagon

Kenny Putnam - South Dakota Music Hall of Fame - Fiddler

Boyd Bristow - South Dakota Music Hall of Fame - Acoustic Guitar

Chet Murray - South Dakota Music Hall of Fame - Bass Fiddle

Paul Larson - Palmer Gulch Chuckwagon and Black Hills Cowboy Christmas

Roy Hendrickson - Fort Hays Chuckwagon, Custer Grand Jamboree Show

Duane Laflin - Director, Custer Grand Jamboree Show

See “Allen and Jill Kirkham” on FaceBook, and “KirkhamMusic” on ReverbNation and YouTube.



ADVERTISING AGENCY RETAINER AGREEMENT

THIS AGREEMENT made effective as of the _____ day of _____, 2018 BY AND BETWEEN:

HomeSlice Media Group, LLC

with an office at 660 Flormann St. — Rapid City, SD 57701
(the "Agency")

- and -

Custer BID Board.

With an office at ~~35 S 4th St~~ 622 Crook Street, Custer, SD 57730

(the "Client")

WHEREAS the Client desires to retain the Agency to provide advertising, marketing and related services, as more particularly described below (the "Services"), and the Agency desires to be so retained and to perform the Services for the Client;

NOW THEREFORE the parties agree as follows:

- Services.* During the term of this Agreement, the Agency shall provide products and services necessary to plan, place and manage the media budget of the Client. All media purchases must be approved by the Client in advance. The Services are more extensively defined in Exhibit A, attached.
- Term.* This Agreement shall commence on the date first above written and shall continue until December 31, 2019, unless sooner terminated in accordance with the terms of this Agreement.
- Independent Contractor.* It is understood and agreed that the Agency is independent in the performance of this Agreement, that the Agency shall perform the Services in the capacity of an independent contractor. The Agency is not an employee of the Client and has no authority whatsoever to bind the Client by contract or agreement of any kind other than as expressly provided under the terms of this Agreement. The Client shall not withhold federal or state/provincial income taxes or any other amounts from the Agency's fees payable hereunder. The Client acknowledges and agrees that the Agency shall act on behalf of the Client but will not be liable for payment of media and purchases placed on behalf of Client but for which the Agency has not been paid by Client.
- Compensation.* Upon execution of this Agreement, the Client agrees to pay the Agency a services fee equal to the industry standard of all media placed (the "Agency Commissions") external of media owned by The Agency (the "Agency Properties") and 0% commission of all media placed at then-current rates internal of the Agency Properties. Agency Properties are defined as: any media company owned by the Agency. A retainer agreement of \$1750 per month shall cover all hourly charges for design and placement. The Client agrees to pay Agency all reasonable out-of-pocket miscellaneous expenses, pre-approved delivery charges and travel expenses when applicable, ~~but and~~ only with approval beforehand.
- Payment.* The Agency shall invoice the Client for all media placement, inclusive of Agency Commissions, at the end of each month, along with additional media, products and services, and allowable expenses incurred, if any. All invoices are Net 30 days. Tear sheets or other proof of placement will be provided with all invoices.
- Confidentiality.* The Agency acknowledges that, in the course of providing the Services hereunder, the Agency will have access to confidential information about the Client's business. The Agency agrees to keep all such information strictly confidential and not use it for the Agency's own benefit nor disclose or divulge such information to any third party. The parties acknowledge that the provisions of this Section shall not apply to any information which: (a) had been rightfully in the possession of the recipient prior to its disclosure to the recipient; (b) had been in the public domain prior to its disclosure to the recipient; (c) has become part of the public domain by publication or

by any other means except an unauthorized act or omission on the part of the recipient; (d) had been supplied to the recipient without restriction by a third party who is under no obligation to maintain such information in confidence; or (e) is required to be disclosed by any federal, state/provincial or municipal law, rule or regulation or by any applicable judgment, order or decree or any court or governmental body or agency having jurisdiction in the premises. The provisions of this Section shall survive any termination or expiration of this Agreement.

7. *Ownership of Intellectual Property.* All copyrights, patents, trade secrets, or other intellectual property rights associated with any works of authorship developed or created by the Agency, on behalf of the Client, during the course of performing work for the Client or its clients (collectively, the "Work Product") shall belong exclusively to the Client and shall, to the extent possible, be considered a work made by the Agency for hire for the Client, pursuant to applicable law. The provisions of this Section shall survive any termination or expiration of this Agreement.

8. *Expanded Definition of "Client".* Solely for purposes of Sections 6 through 7 inclusive hereof, the term "Client" also shall include any existing or future agencies, departments or subsidiaries of the Client that are operating during the time periods described herein and any other entities that directly or indirectly, through one or more intermediaries, control, are controlled by or are under common control with the Client during the periods described herein. The provisions of this Section shall survive any termination or expiration of this Agreement.

9. *Indemnification.* The Client shall indemnify, defend and hold harmless the Agency, its subsidiaries, affiliates and their directors, officers, employees, agents, successors and assigns from and against any and all claims relating to this Agreement arising out of acts or omissions of the Client, including, but not limited to, any financial obligations incurred by the Agency on behalf of the Client, with clients approval, at any point during the term of this Agreement. The Client is responsible for reviewing all creative materials and advertisements to ensure compliance with all federal, state/provincial and local laws and regulations and warrants that the creative materials produced or approved by Client do not infringe upon any state or federal copyright or trademark. The indemnification shall include attorney's fees and costs whether an action is threatened or filed. Client's obligations set forth in this section shall survive the termination of this Agreement.

The Agency shall indemnify, defend and hold harmless the Client, its subsidiaries, affiliates and their directors, officers, employees, agents, successors and assigns from and against any and all claims relating to this Agreement arising out of any wrongful acts or omissions of the Agency during the term of this Agreement. The indemnification shall include attorney's fees and costs whether an action is threatened or filed. Agency's obligations shall survive the termination of this Agreement.

10. *Termination Upon Breach.* This Agreement may only be terminated by either party by mutual agreement or material breach. If one party commits any material breach or material default in the performance of any obligation under this agreement and the breach or default continues for a period of 30 business days after the other party delivers notice by Certified Mail, signature required, detailing the breach or default, then the other party may terminate this agreement, with immediate effect, by giving notice by Certified Mail, signature required to the first party. In the event of such termination, the Client shall promptly pay all sums owed to the Agency to and including the effective date of termination, including any future non-cancelable commitments after the termination date when due.

11. In the instance this Agreement is terminated by Client without cause, Agency shall be immediately entitled to payment of all outstanding invoices, including applicable commissions. All amounts owed pursuant to noncancelable commitments entered into by Agency on behalf of the Client during the term of this Agreement shall be paid by Client when due notwithstanding termination of this Agreement.

12. *Representations of the Agency.* The Agency has represented and hereby represents and warrants to the Client that the Agency is not subject to any restriction or non-competition covenant in favor of any other person or entity, and that the execution of this Agreement by the Agency and engagement by the Client, the performance of duties and provision of the Services hereunder will not violate or be a breach of any agreement with a former employer or any other person or entity. Further, the Agency agrees to indemnify the Client for any claim, including, but not limited to, attorneys' fees and expenses of investigation, by any such third party that such third party may now have or may hereafter come to have against the Agency based upon or arising out of any restriction or non-competition agreement or invention and secrecy agreement between the Agency and such third party. The provisions of this Section shall survive any termination or expiration of this Agreement.

13. *Representations of the Client.* The undersigned signatory on behalf of Client represents and warrants that he/she has the legal authority to bind the Client with respect to the rights and obligations undertaken by Client herein, and that Client may lawfully enter into this Agreement.

14. *Attorneys' Fees.* In the event that the services of an attorney are required or legal action is taken to enforce the terms of this Agreement by either party, or to protect those rights provided by this contract or by law, the prevailing party shall be entitled to an award of actual attorney's fees, costs, and expenses reasonably expended.

15. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of South Dakota. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within Pennington County, South Dakota.

16. *Counterpart and Scanned Signatures.* This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one and the same instrument. A scanned signature shall be considered the same as an original.

17. *Entire Agreement.* This Agreement and any schedules attached hereto constitute the entire agreement between the parties to this Agreement pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set forth herein. No alteration, amendment, addition or modification of or to this Agreement shall be binding unless the same is in writing executed by each of the parties.

18. *Assignability.* This Agreement is not assignable by either party without the prior written consent of the other party hereto.

19. *Binding Effect.* This Agreement shall inure to the benefit and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above written.

HomeSlice Media Group, LLC

Custer BID Board

Brad J Jurgensen, GSM

Marcel Wahlstrom, BID Board President

CITY OF CUSTER

ATTEST:

Corbin Herman, Mayor

Laurie Woodward, Finance Officer

STATE OF SOUTH DAKOTA)
COUNTY OF CUSTER)

On this ____ day of _____, _____, before me, the undersigned, personally appeared _____ who acknowledged himself to be the _____ of the HomeSlice Media Group, LLC of Rapid City, SD, and that he as such _____ being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as _____.

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

Notary: _____

My Commission Expires: _____

(Seal)

STATE OF SOUTH DAKOTA)
COUNTY OF CUSTER)

On this ____ day of _____, _____, before me, the undersigned, personally appeared _____ who acknowledged himself to be the President of the Custer BID Board of Custer, SD, and that he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as _____.

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

Notary: _____

My Commission Expires: _____

(Seal)

EXHIBIT A

Services Included in the Retainer Agreement

- Client Meetings
- Media Planning
- Budget Detail / Spreadsheets
- Timely Media Specs / Materials Deadlines to Client
- Media Placement
- Billing to Client
- 1 new Website creation and execution
- Post Analysis of All Media Invoices
- Payment of Media Invoices (Provided payment has been received from Client)
- Monthly Analytic Reports to Client on All Digital
- Monthly Summary/Activity Report to Client on All Services

EXHIBIT B

List of Agency Properties

- Rapid Digital Solutions™
- KBHB Radio (The Big 81)
- KFXS Radio (100.3 the Fox)
- KKLS Radio (Smash Hits)
- KMKK Radio (93.9 The Mix)
- KRCS Radio (Hot 93.1)
- KOUT Radio (KAT Country 98.7)

BID Board General Manager

\$1000/month effective January 1, 2018
20-30 hours per month

- Secretary for the BID Board – meeting minutes and meeting notices including agendas, email notices of meetings, and setting up meeting location.
- Monitor the BID income and expenses and compare with contracts/budgeted amounts
- Prepare the budget to actual comparison reports and present at the BID meetings
- Responsible for verifying invoicing from all 3rd parties (primarily HomeSlice, Toby, and a few small others)
- Make recommendations to BID Board President and BID Board regarding expense payments
- Liaison for the BID Board to the City of Custer
- Assemble email lists from State, BID members, SH Vacation Guide and Yellowstone Magazine and send to HomeSlice for email blasts
- Monitor HomeSlice's performance and Dashboard on a weekly basis
- Analyze and report to BID Board analytics regarding previous month's advertising
- Review and approve display, retargeting, video, and social media ads before they run
- Recommend changes to advertising strategies as necessary
- Primary contact for BID members, vendors, etc
- Provide feedback to BID members on a bi-weekly basis (minimum)
- Solicit RFP's, as required
- Administer BID/Chamber website
- Will have full authority to request any data/info/etc for anyone that the BID Board works with



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

Staff Report

Request: Preliminary Plat, Stone Hill Subdivision
Applicant: SHS Development, LLC
Location: Intersection of Bluebell Lane and Park Avenue, Custer SD
Legal Desc.: Balance of Tract Denver in Sec. 25, T3S, R4E
Date Prepared: March 12, 2018
City Council Meeting: March 19, 2018
Prepared by Tim Hartmann, Planning Administrator

GENERAL

This plat is for a subdivision that is within the corporate limits of the City of Custer. City utilities are in and serve the 2 parcels. The area is currently part of the Stone Hill Subdivision, Balance of Tract Denver. This plat is being submitted to create two lots for a two-unit townhome, the center lot line is located on the common wall of the townhome.

Construction on the townhome has in near completion; and the survey has been conducted to assure the center lot line location.

COMPREHENSIVE PLAN

The comprehensive plan identifies this area as suburban residential.

ROUTING SHEET RESPONSES

SDDOT – No concerns
CC ROD – No concerns

ACCESS

The duplex will have frontage toward Bluebell Lane. Access to the structure is directly from Bluebell Lane.

REVISIONS TO PRELIMINARY PLAT

~~Custer Municipal Code Chapter 17.12.040(P)(4) requires townhouses shall have a six-foot exterior maintenance easement on either side of a common lot line to provide adequate room for maintenance, repair and alterations. This requirement applies and shall be added to the plat.~~

Complete

Exterior lot line easements may also be investigated further with the Planning Department and applicant to assure the most appropriate easement on each exterior lot line.

LOT SIZE REQUIREMENTS

Custer municipal code section 17.12.060(A)(1) addresses lot size requirements and density. The proposed plat appears to meet all requirements.

PREVIOUS ACTION BY PLANNING COMMISSION

Planning Commission members reviewed the preliminary plat at the November 14, 2017 meeting. After some discussion Commission member Stites moved, with a second by Commission member Dvorak to recommend Council approve the preliminary plat contingent upon addition of a 6' exterior maintenance easement being added along the common lot line and all other easement clarified. These items have been addressed. Motion unamcarried.

STAFF RECOMMENDATIONS

Recommend that the Council approve the preliminary plat. No subdivision concerns exist, and all special townhome requirements appear to be met.

STONE HILL SUBDIVISION

A PLAT OF LOTS 1A AND 1B OF BLOCK 1, LOCATED IN A PORTION OF TRACT DENVER, NE 1/4 SECTION 25, T3S, R4E, BHM, CUSTER CITY, CUSTER COUNTY, SOUTH DAKOTA

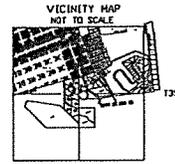
SEE BOOK 12 OF PLATS ON PAGE 222 FOR PLAT OF TRACT DENVER.

A 6' WIDE UTILITY & DRAINAGE EASEMENT IS RESERVED ALONG THE INSIDE OF LOT LINES WITH THE EXCEPTION OF THE LOT LINE COMMON TO LOTS 1A AND 1B.

A 6' WIDE EXTERIOR MAINTENANCE AGREEMENT IS RESERVED ALONG THE LOT LINE COMMON TO LOTS 1A AND 1B.

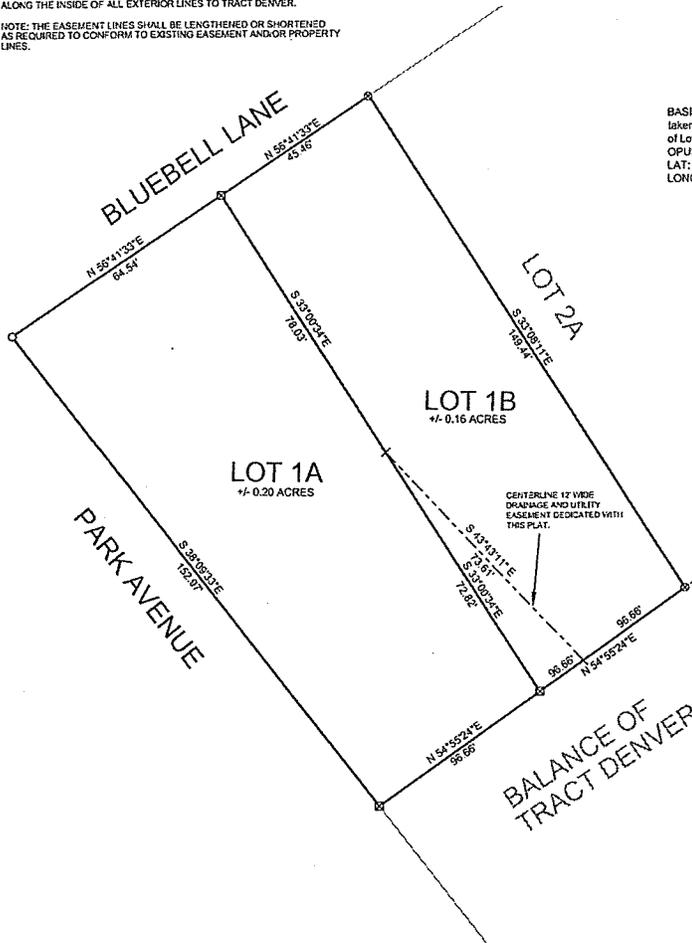
A 16' WIDE UTILITY & DRAINAGE EASEMENT IS RESERVED ALONG THE INSIDE OF ALL EXTERIOR LINES TO TRACT DENVER.

NOTE: THE EASEMENT LINES SHALL BE LENGTHENED OR SHORTENED AS REQUIRED TO CONFORM TO EXISTING EASEMENT AND/OR PROPERTY LINES.



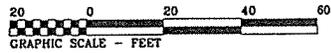
DATE SURVEYED
5 Oct. 2017

BASIS OF BEARING - GPS OBSERVATION taken S 42°58'52"E 639.23' from the SE corner of Lot 1B.
OPUS STATIC SOLUTION NAD83(2011)
LAT: 43°45'39.08470"
LONG: -103°34'58.49774"



LEGEND

- ⊗ Found rebar w/aluminum cap marked "ANDERSEN PLS 2842"
- ⊗ Set rebar w/aluminum cap marked "ANDERSEN ENG PLS 5906"
- Found rebar w/aluminum cap marked "ADVANCED ENG."
- × angle point not monumented
- 27.47 Slant lettering denotes record calls



CERTIFICATE OF SURVEYOR

I, John D. McBride Registered Land Surveyor No. 5996 in the State of South Dakota, do hereby certify that being so authorized, I have prepared the within plat of land shown and described hereon from notes taken during an actual survey made by me or under my direct supervision, and that to the best of my knowledge and belief, the same is a true and correct representation of said survey.
IN WITNESS WHEREOF, I hereunto set my hand and official seal.
Dated this ___ day of ___, 2017.

John D. McBride SDRLS No. 5996

CERTIFICATE OF HIGHWAY AUTHORITY

It appears that every lot has an acceptable approach location onto a public road and the location of the intersection(s) of the proposed subdivision road(s) with the existing public road(s) is hereby approved.

Date: _____

Highway Authority

STATE OF SOUTH DAKOTA, COUNTY OF CUSTER

SHS Development, LLC, does hereby certify that it is the owner of the within described lands and that the within plat was made at its direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
Dated this ___ day of ___, 2017.

Mike Tennysen (member)

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION

I, Director of Equalization of Custer County, do hereby certify that my office has been furnished with a true copy of the within plat.
Dated this ___ day of ___, 2017.

Director of Equalization of Custer County

ACKNOWLEDGMENT OF OWNERSHIP

STATE OF SOUTH DAKOTA, COUNTY OF CUSTER
On this ___ day of ___, 2017, before me, a Notary Public, personally appeared Mike Tennysen, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires _____

Mayor

CERTIFICATE OF CITY FINANCE OFFICER

I, Finance Officer of the City of Custer, South Dakota, do hereby certify that the foregoing instrument is a true and correct copy of the resolution adopted by the City Council of Custer, South Dakota at a meeting held on the ___ day of ___, 2017.

Custer City Finance Officer

CERTIFICATE OF COUNTY TREASURER

I, Custer County Treasurer, do hereby certify that all taxes and special assessments which are liens upon the within described lands are fully paid according to the records of this office.
Dated this ___ day of ___, 2017.

Custer County Treasurer

OFFICE OF THE REGISTER OF DEEDS

Filed for record this ___ day of ___, 2017, at ___ o'clock ___ M, and recorded in Book ___ of Plats on page ___

Custer County Register of Deeds

<p>Presented by ANDERSEN ENGINEERS <i>Land Surveyors, Professional Engineering, & Environmental Consultants</i></p>		
Drawn by DR	Date 10/16/2017	P.O. Box 446 Edgemont, SD 57735 (605)-662-5500
Approved by McB	Date 10/18/2017	andersenengineers@gwc.net
Scale 1"=20'	Sheet 1 of 1	File Name: L1_STONE_HILL_PLAT



1
Planning Department
622 Crook Street
Custer, SD. 57730
Phone: 673-4824 Fax: 673-2411
e-mail: timh@cityofcuster.com

Staff Report

Request: Final Plat Buszkohl-Jenniges Subdivisions Phase 1
Applicant: Jack Knust
Fee Paid: \$125.00
Location: NE of Custer City, Hall Drive Area
Legal Desc: Plat of A,B,C of Tract E of Clark Placer of M.S. 506 and Hall Place M.S. 506
Date Prepared: March 15, 2018
City Council Meeting: March 19, 2018
Prepared by Tim Hartmann, Planning Administrator

GENERAL

This plat is for a subdivision that is not within the corporate limits of the City of Custer but is within the City's extraterritorial jurisdiction. The plat performs a lot line adjustment between the existing Tract Jenniges(2.54ac), Tract 1A(2.33ac), and Balance of Tract E(9.09ac). The proposed plat shifts the lot lines for these three parcels creating Lot A(3.45ac) Lot B(3.08ac) and Lot C(7.36ac). The land in this plat is currently in the county so there is no zoning.

ROUTING SHEET RESPONSES

- CC Planning - Various minor spelling and grammatical concerns.
- SD DOT – No Concerns

WATER AND WASTE WATER

The structures on Proposed Lots A and B are currently in the process of connecting to city water. A septic system currently serves the proposed Lots A and B and C with proposed Lot B currently in the process of connecting to city sanitary facilities as well. Proposed Lot A will remain on private septic, and the proposed Lot C will remain of adequate size to provide private water or septic systems if needed. Any of these parcels could also potentially be connected to city facilities using a route established to the south of the area currently being used by the owners of the Proposed Lots A & B.

COMPREHENSIVE PLAN

The comprehensive plan identifies this area as suburban residential.

ACCESS

Main access to the subdivision is gained from US Highway 89 to Hall Drive. Hall Drive is a 30' Public Right of Way originally established in the early 1970s. Staff believes this easement would be most appropriate at 66' in width but do to the existing property lines and past platting done in the area staff believes the 30' Right of Way shall remain. Various minor easements also exist for access to the proposed Lot A via a 50' Access and Utility Easement across proposed Lot B and the Neighboring Tract Buszkohl, staff recommends noting this on the proposed plat. Access to the proposed Lot C is given via an existing 30' Access and Utility Easement across Proposed Lot B and the neighboring Lots 8&9. Staff recommends adding "Utility" to the note on the plat.

RECCOMENDED CHANGES TO THE PRELIMINARY PLAT

~~Update notes to clarify easements. Complete~~

- ~~• Hall Drive is a 30' Dedicated Public Access and Utility Easement. Complete~~
- ~~• Add note to easement into proposed Lot A. Complete~~
- ~~• Clarify Access and Utility in note to Proposed Lot C. Complete~~
- ~~• Identify Highway adjacent to the area. Complete~~
- ~~• Various minor spelling and grammatical concerns. Complete~~

PREVIOUS ACTION BY THE PLANNING COMMISSION

The Planning Commission reviewed the preliminary plat and a subdivision variance for this plat at the February 13th meeting. Main discussion included the connection of proposed Lots A&B to city services, the easement along Hall Drive and the shift of lot lines conducted within this plat. After the discussion, Commission members voted unanimously to recommend approval of the subdivision variance and preliminary plat by the City Council.

The Planning Commission reviewed the final plat at the meeting on March 13th. At the meeting, a motion was made to recommend approval of the final plat by the City Council. The motion unanimously carried.

PREVIOUS ACTION BY THE CITY COUNCIL

The City Council reviewed the preliminary plat and Hall Drive subdivision variance at the regular Council meeting on February 20th. The Council voted unanimously to approve the subdivision variance as well as the preliminary plat contingent upon minor spelling and grammar errors being corrected. Such corrections have been completed.

RECOMMENDED ACTION BY CITY COUNCIL

Minor changes and items discussed during the preliminary plat phase have been addressed. Staff supports recommending Council approve the final plat.

BUSSKOHL-JENNIGES SUBDIVISION PHASE I

PLAT OF LOTS A, B, AND C (FORMERLY TRACT 1-A, TRACT JENNIGES, AND THE BALANCE OF TRACT E) OF TRACT E OF CLARK PLACER OF M.S. 506 AND HALL PLACE OF M.S. 594 LOCATED IN SE1/4 OF SECTION 24, T3S,R4E, BHM, CUSTER COUNTY, SOUTH DAKOTA.

NOTE

TRACT JENNIGES AND BUSSKOHL OF TRACT 1-B, 1-C, 1-D, AND 1-E OF LOT 2 OF TRACT E OF BUSSKOHL-JENNIGES SUBDIVISION ARE RECORDED IN PLAT BOOK 10 PAGE 52.
TRACT E IS RECORDED IN PLAT BOOK 9 PAGE 144.
LOTS 8-10 ARE RECORDED IN PLAT BOOK 9 PAGE 141.
BALANCE OF TRACT E IS RECORDED IN PLAT BOOK 6 PAGE 55.
LOT 2 OF TRACT E IS RECORDED IN PLAT BOOK 6 PAGE 111.
TRACT 1-B OF LOT 2 OF TRACT E IS RECORDED IN PLAT BOOK 9 PAGE 40.
TRACTS 1-A, 1-C, 1-D AND 1-E OF LOT 2 OF TRACT E ARE RECORDED IN PLAT 9 PAGE 144.

NOTE

A 20' WIDE UTILITY EASEMENT SHALL EXIST CENTERED ON ALL SUBDIVISION LOT LINES NOT ADJACENT TO PUBLIC RIGHTS-OF-WAY OR UNPLATTED LAND AND ON THE INTERIOR SIDE OF LOT LINES THAT BORDER LAND THAT HAS NOT BEEN SUBDIVIDED, UNLESS OTHER SUITABLE UTILITY EASEMENTS HAVE BEEN SHOWN.

NOTE

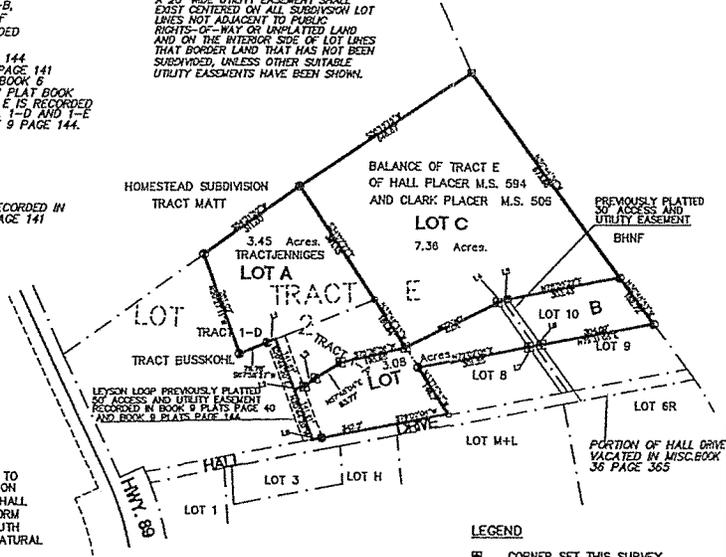
HALL DRIVE IS A 30' ACCESS EASEMENT IS RECORDED IN PLAT BOOK 6 PAGE 111 AND PLAT BOOK 9 PAGE 141

NOTE

FIRM PANEL 46033C 0114F DATED JAN 08, 2012 SHOWS NO PRESENCE OF A FLOOD HAZARD AREA WITHIN THE SUBDIVISION AREA REPRESENTED ON THIS PLAT

WATER PROTECTION STATEMENT

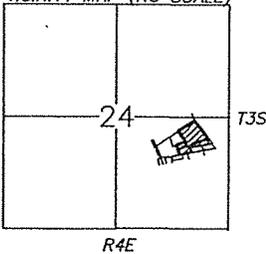
PURSUANT TO SDCL 11-3-8.1 AND 11-3-8.2 THE DEVELOPER OF THE PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE RESPONSIBLE FOR PROTECTING ANY WATERS OF THE STATE INCLUDING GROUNDWATER, LOCATED ADJACENT TO OR WITHIN SUCH PLATTED AREA FROM POLLUTION FROM SEWAGE FROM SUCH SUBDIVISION AND SHALL IN PROSECUTION OF SUCH PROTECTIONS CONFORM TO AND FOLLOW ALL REGULATIONS OF THE SOUTH DAKOTA DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES RELATING TO THE SAME.



LEGEND

- ⊠ CORNER SET THIS SURVEY REBAR WITH ALUMINUM CAP MARKED BUCKHORN SURVEYING R.L.S. 4896
- ⊙ CORNER FOUND THIS SURVEY REBAR WITH ALUMINUM CAP MARKED BRYANT
- CORNER FOUND THIS SURVEY REBAR WITH CAP MARKED BUCKHORN SURVEYING
- ⊞ REBAR IN CONCRETE FOUND THIS SURVEY REBAR WITHOUT CAP

VICINITY MAP (NO SCALE)



NUM	BEARING	DISTANCE
L1	N67°58'27"E	24.56'
L2	S77°21'15"W	27.55'
L3	N50°11'06"E	31.14'
L4	S62°43'23"W	13.00'
L5	N79°02'08"E	16.69'
L6	N79°02'08"E	16.69'
L7	N79°02'08"E	16.69'
L8	S79°16'31"W	25.44'



PREPARED BY
JACK H. KNUST
BUCKHORN SURVEYING INC
25053 LEYSON LOOP
CUSTER, SOUTH DAKOTA 57730
(605) 673-5452

**STATE OF SOUTH DAKOTA
COUNTY OF CUSTER S.S.**

I, WE, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND SHOWN AND DESCRIBED HEREON AND THAT WE DO AUTHORIZE AND DO HEREBY APPROVE THE SURVEY AND PLAT OF SAID LAND. WE FURTHER CERTIFY THAT DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, AND SEWAGE CONTROL REGULATIONS.

OWNERS
ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED

KNOWN BY ME TO BE THE PERSON(S) DESCRIBED IN THE FOREGOING CERTIFICATE AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

I, WE, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND SHOWN AND DESCRIBED HEREON AND THAT WE DO AUTHORIZE AND DO HEREBY APPROVE THE SURVEY AND PLAT OF SAID LAND. WE FURTHER CERTIFY THAT DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, AND SEWAGE CONTROL REGULATIONS.

OWNERS
ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED

KNOWN BY ME TO BE THE PERSON(S) DESCRIBED IN THE FOREGOING CERTIFICATE AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

**STATEMENT OF SURVEYOR
FOR BUCKHORN SURVEYING INC**

I, JACK H. KNUST, REGISTERED LAND SURVEYOR, OF THE STATE OF SOUTH DAKOTA, DO HEREBY STATE THAT I HAVE PERSONALLY EXAMINED THE SURVEY AND PLAT OF SAID LAND, SHOWN AND DESCRIBED HEREON, THAT I HAVE BEEN ASSISTED BY _____ AND _____ AND THAT I, BY THE BEST OF MY KNOWLEDGE AND BELIEF, THE SAID PLAT IS A REPRESENTATION OF SAID SURVEY. IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL.

THIS _____ DAY OF _____, 20____.

BUCKHORN SURVEYING INC.
BY JACK H. KNUST, REGISTERED LAND SURVEYOR



RESOLUTION OF GOVERNING BOARD

STATE OF SOUTH DAKOTA
CITY OF CUSTER S.S.

I, TREASURER OF THE CITY OF CUSTER, DO HEREBY CERTIFY THAT THE WITHIN PLAT OF THE ABOVE DESCRIBED PARCELS IS IN ACCORDANCE WITH THE SYSTEM OF STREETS OF THE CITY OF CUSTER, SOUTH DAKOTA.

ALL PORTIONS OF ANY TRACT OR LOTS WITHIN THE ABOVE DESCRIBED PARCELS HAVE BEEN FULLY PAID, AND ALL SPECIAL AGREEMENTS UPON THE SUBDIVISION HAVE BEEN FULLY PAID, AND THE PLAT AND SURVEY THEREON HAVE BEEN ESTABLISHED ACCORDING TO LAW.

NOW, THEREFORE, BE IT RESOLVED THAT SAID PLAT IS HEREBY APPROVED IN ALL RESPECTS.

DATE OF THE CITY OF CUSTER: _____ DAY OF _____, 20____.

I, TREASURER OF THE CITY OF CUSTER, DO HEREBY CERTIFY THAT AT AN OFFICIAL MEETING HELD ON _____ DAY OF _____, 20____, BY RESOLUTION NO. _____ THE PLAT AS SHOWN HEREON WAS APPROVED.

CITY CLERK OFFICIAL:

CERTIFICATE OF COUNTY TREASURER

I, TREASURER OF CUSTER COUNTY, DO HEREBY CERTIFY THAT ALL TAXES DUE UPON THE WITHIN DESCRIBED LOTS ARE FULLY PAID ACCORDING TO THE RECORDS OF MY OFFICE. DATED THIS _____ DAY OF _____, 20____.

TREASURER:

CERTIFICATE OF HIGHWAY AUTHORITY:

I, _____, COUNTY ENGINEER, DO HEREBY CERTIFY THAT THE LOCATION OF THE WITHIN DESCRIBED LOTS IS IN ACCORDANCE WITH THE HIGHWAY PLAT AND THE LOCATION OF THE WITHIN DESCRIBED LOTS IS IN ACCORDANCE WITH THE HIGHWAY PLAT AND THE LOCATION OF THE WITHIN DESCRIBED LOTS IS IN ACCORDANCE WITH THE HIGHWAY PLAT.

HEREBY APPROVED:

CERTIFICATE OF DIRECTOR OF EQUALIZATION

I, DIRECTOR OF EQUALIZATION OF CUSTER COUNTY DO HEREBY CERTIFY THAT I HAVE ON RECORD A COPY OF THE WITHIN DESCRIBED PLAT. DATED THIS _____ DAY OF _____, 20____.

DIRECTOR OF EQUALIZATION:

CERTIFICATE OF REGISTER OF DEEDS

FILED FOR RECORD THIS _____ DAY OF _____, 20____, AT _____ O'CLOCK _____ AM.

AND RECORDED IN BOOK _____ OF PLATS ON PAGE _____

REGISTER OF DEEDS, CUSTER COUNTY:



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

Staff Report

Request: Final Plat, Needles View Subdivision & Willow Creek Tract
 Applicant: Peggy Smith & Randy Knox
 Fee Paid: \$125.00
 Location: Approximately 0.5 miles NE of Custer, Delicate Drive Area
 Legal Desc: Tract Williamson Revised of Needles View Subdivision & Willow Creek Tract
 Date Prepared: February 15, 2018
 City Council Meeting: March 19, 2018
 Prepared by Tim Hartmann, Planning Administrator

GENERAL

This plat is for a lot line adjustment that is not within the corporate limits of the City of Custer but is within the City's extraterritorial jurisdiction. The plat performs a lot line adjustment between the existing Raad Tract and existing Tract Williamson. Existing Raad Tract is proposed to acquire approximately 2.00 acres from existing Tract Williamson making the proposed Willow Creek Tract 40.28 acres and the proposed Tract Williamson Revised 5.58 acres. The land in this plat is in the county so there is no zoning.

A private well and septic system serve the proposed Willow Creek Tract. The proposed Tract Williamson Revised would be served by private well and septic should sanitary facilities be needed. The proposed parcels will remain of adequate size to support the water and waste water systems.

COMPREHENSIVE PLAN

The comprehensive plan identifies this area as countryside residential.

ROUTING SHEET RESPONSES

- BHE – No issues
- CC Planning – Various spelling and clerical changes
- SDDOT – No issues
- USFS – Public Access verified for Delicate Drive. No concerns for approval of plat.

ACCESS

Access to the subdivision is gained via County Road 344 (Willow Creek Road) and Delicate Drive (66' Public Access and Utility). A 30' Private Access and Utility Easement also currently exists through part of proposed Willow Creek Tract to provide access to the neighboring Lot 1R. Tract Williamson Revised has most direct access from Tanglewood Drive (66' Public Access and Utility). These roads all appear to provide adequate access into the area. The 30' Public Private Access and Utility Easement across proposed Willow Creek Tract to the Neighboring Lot 1R also appears to be adequate due to the access providing only one residence from the point of the intersection of Delicate Drive and Davis Drive.

** Private access easements are intended to serve only one residence. The Board may allow a Private Access Road to be shared by two adjoining residences where topography or access restrictions onto Federal, State, or County highways make such sharing necessary. Development of Private Access Roads is not required. (CC Ordinance #2, Section 1 #5)

Note: A small portion of 66' Public Access and Utility Easement has been dedicated on this plat along the Delicate Drive/Davis Drive corridor (south end of Proposed Willow Creek Tract). The short radius at the far south end of the plat had not been consented upon by previous owners of the land involved in that area, making that portion not officially 66'. The owner and surveyor have agreed to address this issue on this plat.

ADDITIONAL EMERGENCY ACCESS

An additional Emergency Access Easement can be seen on the east side of proposed Willow Creek Tract, proposed Tract Williamson Revised and neighboring Parcels. This easement appears to be unused and exists as a minor two track road in spots, but during staff investigation and discussion with the surveyor it is believed this easement does exist and could be improved upon in the future should higher density development occur.

PREVIOUS ACTION BY PLANNING COMMISSION

The Planning Commission reviewed the Needles View Subdivision & Willow Creek Tract plat at the February 13th, 2018 meeting. After a discussion, Joe Uhrich moved, with a second by Rick Hudson, to recommend to City Council approval of the preliminary plat, with a recommendation to forward the final plat directly to City Council for review. Motion unanimously carried. City Council will tentatively review the Final Plat at the March 5th meeting.

PREVIOUS ACTION BY CITY COUNCIL

City Council reviewed and approved the preliminary plat at the February 20th Council meeting.

RECCOMENDED ACTION BY CITY COUNCIL

County subdivision standards appear to be satisfied. Adequate access has been provided, lot size is compliant, no road upgrades should be needed. Staff has no concerns with this plat. Staff and Planning Commission members support approval of the plat.

A PLAT OF TRACT WILLIAMSON REVISED OF NEEDLES VIEW SUBDIVISION AND WILLOW CREEK TRACT CONTAINING ALL OF TRACT WILLIAMSON OF NEEDLES VIEW SUBDIVISION AND RAAD TRACT (LESS LOT 1R) A SUBDIVISION OF H.E.S. 60, LOCATED IN THE W 1/2 OF SECTION 18, T3S, R5E, AND THE E 1/2 OF SECTION 13, T3S, R4E, BHM, CUSTER COUNTY SOUTH DAKOTA

NOTE: See Book 12 of Plats on Page 490 for plat of TRACT WILLIAMSON OF NEEDLES VIEW SUB.

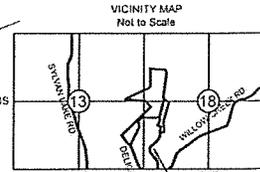
NOTE: WILLOW CREEK TRACT CONTAINS 41.20 ACRES OF TRACT WILLIAMSON

NOTE: See Book 6 of Plats on Page 148 for a plat of REVISED PLAT OF RAAD TRACT SUBDIVISION OF H.E.S. 60 INCLUDING LOT 1



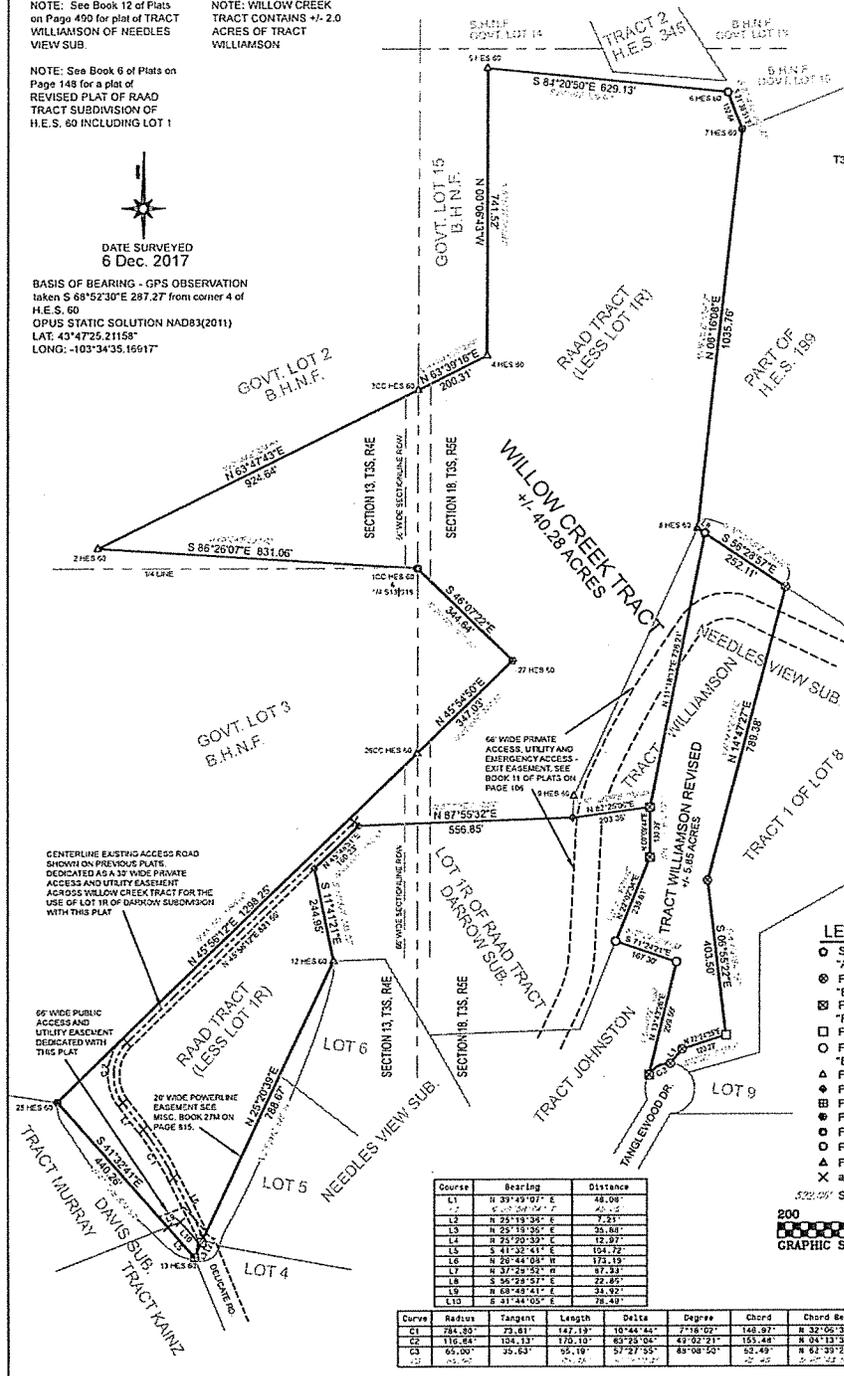
DATE SURVEYED
6 Dec. 2017

BASIS OF BEARING - GPS OBSERVATION taken S 68°52'30"E 287.27' from corner 4 of H.E.S. 60
OPUS STATIC SOLUTION NAD83(2011)
LAT: 43°47'25.21168"
LONG: -103°34'35.16917"

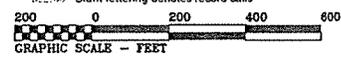


NOTE: 10 FEET EACH SIDE OF REAR AND SIDE LOT LINES ARE RESERVED FOR UTILITY EASEMENTS. IF THE LINE ADJUTS LANDS NOT SUBDIVIDED UNDER THE PROVISIONS OF CUSTER COUNTY SUBDIVISION ORDINANCE #2, THE ENTIRE 20' WIDE EASEMENT WILL BE TAKEN FROM THE LOT.

An area of special flood hazard exists within this subdivision according to Flood Hazard Insurance Rate Map Panel No. 45033C0125F, effective date: Jan. 6, 2012. The placement of fill, any new construction, substantial improvements, or another development within the 100-year flood plain as designated by the County's Flood Insurance Rate Maps and Flood Boundary and Floodway Maps, shall be in conformity with Custer County's Flood Ordinance.



- LEGEND**
- Set rebar w/aluminum cap marked "ANDERSEN ENG. PLS 5906"
 - ⊙ Found rebar w/aluminum cap marked "BRYANT RLS 2196"
 - ⊠ Found rebar w/aluminum cap marked "FRANCIS-MEADOR PLS 1019"
 - Found rebar w/aluminum cap
 - Found rebar w/aluminum cap marked "BUCKHORN RLS 4899"
 - △ Found stone monument
 - ◆ Found rebar
 - ⊞ Found GLO brass cap monument
 - Found USFS aluminum cap monument
 - Found BLM brass cap monument
 - Found USFS rock tab
 - Found iron pipe
 - × angle point not monumented



Course	Bearing	Distance
L1	N 33°49'07" E	46.06'
L2	S 5°25'54" E	41.32'
L3	N 25°13'35" E	25.84'
L4	N 25°50'39" E	12.97'
L5	S 41°35'41" E	154.72'
L6	N 28°44'08" W	173.19'
L7	N 31°25'55" W	67.23'
L8	S 55°28'57" E	22.85'
L9	N 68°49'41" E	34.92'
L10	S 41°44'05" E	75.43'

Curve	Radius	Tangent	Length	Delta	Degree	Chord	Chord Bear.
C1	284.80'	73.81'	147.18'	10°44'44"	7°18'02"	148.97'	N 32°06'30" W
C2	116.84'	104.13'	170.10'	63°25'06"	49°02'21"	155.48'	N 04°13'38" E
C3	65.00'	25.63'	52.19'	27°27'35"	83°08'50"	52.46'	N 81°39'50" E

WATER PROTECTION STATEMENT
Pursuant to SDCL 11-3-8.1 and 11-3-8.2, the developer of the property described within this plat shall be responsible for protecting any waters of the state, including groundwater, located adjacent to or within such platted area from pollution from sewage from such subdivision and shall in possession of such protections, conform to and follow all regulations of the South Dakota Department of Environment and Natural Resources relating to the same.

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

John D. McBride SDRLS No. 5906

OFFICE OF THE REGISTER OF DEEDS
Filed for record this ___ day of ___, 2018, at ___ o'clock ___ M., and recorded in Book ___ of Plats on page ___

Custer County Register of Deeds

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

Drawn by DR	Date 1/8/2018	P.O. Box 446 Edgemont, SD 57735 (605) 882-5500
Approved by McB	Date 1/8/2018	andersengineers@gwtc.net
Scale 1"=200'	Sheet 1 of 2	File Name: RAAD_TR_S13_T3S_R4E

**A PLAT OF TRACT WILLIAMSON REVISED OF NEEDLES VIEW
SUBDIVISION AND WILLOW CREEK TRACT**
CONTAINING ALL OF TRACT WILLIAMSON OF NEEDLES VIEW SUBDIVISION AND RAAD TRACT (LESS
LOT 1R) A SUBDIVISION OF H.E.S. 60, LOCATED IN THE W 1/2 OF SECTION 18, T3S, R5E, AND THE E 1/2
OF SECTION 13, T3S, R4E, BHM, CUSTER COUNTY SOUTH DAKOTA

STATE OF _____ COUNTY OF _____
We, Randall K. Knox and Peggy A. Smith, do hereby certify that we are the owners of the within described lands and that the within plat was made at our direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
Dated this ____ day of _____, 2018.

Randall K. Knox

Peggy A. Smith

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

Custer County Treasurer

CERTIFICATE OF HIGHWAY AUTHORITY
It appears that every lot has an acceptable approach location onto a public road and the location of the intersection(s) of the proposed subdivision road(s) with the existing public road(s) is hereby approved.

Date: _____

Highway Authority

ACKNOWLEDGMENT OF OWNERSHIP
STATE OF _____ COUNTY OF _____
On this ____ day of _____, 2018, before me, a Notary Public, personally appeared Randall K. Knox and Peggy A. Smith, known to me to be the person(s) described in the foregoing instrument, and acknowledged to me that they signed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires _____

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

Director of Equalization of Custer County

STATE OF _____ COUNTY OF _____
I, Ronald F. Williamson, do hereby certify that I am the owner of the within described lands and that the within plat was made at my direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.
Dated this ____ day of _____, 2018.

Ronald F. Williamson

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

Mayor

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

Notary Public

My commission expires _____

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

Custer City Finance Officer

 <p>Prepared by ANDERSEN ENGINEERS <i>Land Surveyors, Professional Engineering, & Environmental Consultants</i></p>		
Drawn by DR	Date 1/8/2018	P.O. Box 446 Edgemont, SD 57735 (605)-662-5500 andersenengineers@swic.net
Approved by McB	Date 1/8/2018	
Scale 1"=200'	Sheet 2 of 2	File Name: RAAD_TR_S13_T3S_R4E

RECEIVED
MAR 07 2018
CITY OF CUSTER

City of Custer-

March 5, 2018

I hereby announce my resignation from the City Planning & Zoning Committee effective immediately. When past Mayor Jared Carson asked me to volunteer I thought it would be a potential learning experience for me, as well as giving back to the community I have grown to love over these past 37 years. I do not feel I am adding or offering anything to the committee at this point. I am also reaching a point in my life that I want to relax, not add more stress. I have found that the governmental process is too frustrating for me. I respect all of the efforts of those who choose to make Custer a better place to live. It is a large undertaking, commitment, and responsibility. Thank you and I wish all the best in future planning that reflects the wants and needs of its citizenship.

Board Member,

A handwritten signature in cursive script that reads "Craig Walz".

Craig Walz



1881
Courthouse Museum
Custer County Historical Society
P.O. Box 826
Custer, SD 57730
Phone 605-673-2443
e-mail: 1881courthousemuseum@gwtc.net

March 6, 2018

Custer City Council
622 Crook Street
Custer, SD 57730

RECEIVED

MAR 07 2018

CITY OF CUSTER

Dear Council Members:

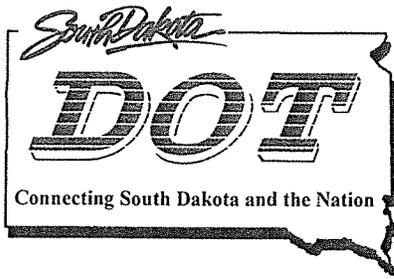
This is a formal request to have the half-block of 4th Street north of the intersection of Mt. Rushmore Road north during the days of July 1, 2, 3, & 4, block off to through traffic, during the observance of the Custer Independence Day week activities and the Old Time Country Fair at the 1881 Courthouse Museum.

Also, could the city's maintenance crew be sure to unlock the gates at the SK/8 fences by 8:00 am on Wednesday July 4th so that children and Museum personnel can have access to prepare for the Patriotic Parade on that date.

Thank you for your consideration.

Sincerely,

Gary J. Enright, Director



Department of Transportation
Division of Planning/Engineering
Office of Project Development
700 E Broadway Avenue
Pierre, South Dakota 57501-2586 605/773-3281

February 22, 2018

Mr. Dana Foreman
KLJ Inc.
330 Knollwood Drive PO Box 3416
Rapid City, SD 57709

Re: P TAPR(23) PCN 062Q
City of Custer Transportation Alternatives Project Work Order Amendment 1

Dear Mr. Foreman:

Three copies of a work order amendment to accomplish the work defined in the attached Scope of Services for the project are attached for your signature.

Please sign the attached documents and forward them on to Jared Carson of the City of Custer for execution by the City. Once the city has executed the work orders, have him return them to me for processing through the SDDOT. Once all signatures are obtained, we will return an original to you for your files.

If you have any questions, please give me a call at 605-773-3281.

Please remember that the work outlined in the amendment cannot begin until after the work order amendment is signed by all parties and a Notice to Proceed has been issued.

Respectfully,

A handwritten signature in black ink, appearing to read "Jerry Ortbahn". The signature is fluid and cursive, written over the typed name.

Jerry Ortbahn
SDDOT-Project Development

Enclosures

**WORK ORDER FOR CONSULTANT SERVICES
LOCAL GOVERNMENT PROJECTS**

DOT 917-B
06/02/2017

GENERAL

1 Work Order No. TAPR-23-18 2 Agr. No. 410686 3 Date 02/16/2018
 4 Amendment No. 1
 5 Consultant Kadrmas, Lee & Jackson, Inc.

PROJECT INFORMATION

6 Project No. PTAPR(23) 7 PCN 062Q 8 County/City City of Custer
 9 Project Description In Custer, extending from the intersection of Eleventh St. and the Custer State Park Spur Trail of the Mickelson Trail
 10 Project Location
 11 Work Type Survey and Design

For Specifics on the Scope of Work, See Attachment I

SERVICES REQUIRED See Attachment

REIMBURSEMENT FOR TRAVEL See Attachment

12 MAXIMUM LIMITING AMOUNT	\$67,865.88	13 FIXED FEE	\$7,217.33
14 Amendment Amount	\$11,670.00	15 FIXED FEE	\$1,203.71
16 New Maximum Limiting Amount	\$79,535.88	17 FIXED FEE	\$8,421.04

18 COMPLETION DATE 04/25/2020

See Attachment I for interim dates and deliverables.

19 CONTACT PERSONS

Consultant Dana Foreman
 City or County Jared Carson
 SDDOT Jerry Ortbahn

INSURANCE REQUIREMENTS

20 Type of Insurance	Expiration Date	On File
General Liability	09/13/2018	Yes
Automobile Liability	09/13/2018	Yes
Workers Compensation	06/02/2018	Yes
Errors and Omissions	09/13/2018	Yes

APPROVAL BY:

Consultant:  Date 1/22/2018
 City or County: _____ Date _____
 Concurrence _____ Date _____
 21 DOT: _____ Date _____

DISTRIBUTION:

- (3) Originals - 1 Consultant, 1 Finance Office, 1 Originating Office
- (1) Copy - Local Government Agency
- (1) Copy - Internal Audits

Amendment 1

City of Custer- Pedestrian Path and Bridge Amendment for Cultural Resources

PROJECT DESCRIPTION

The purpose and need of the project is construct a new pedestrian path and bridge for the City of Custer, South Dakota. The amendment will include further evaluation of two Unevaluated archeological sites (39CU5423 and 39CU4524) that were identified during an initial cultural resource survey. Following is a brief description of the tasks to be included.

SPECIFIC TASKS

Detailed tasks associated with the scope are described, but not limited to, as follows:

Task 4: Environmental Studies:

- Coordinate with SDDOT to discuss results of the initial Level III cultural resources survey and determine evaluation needed for two cultural resources sites. KLJ will hold two coordination calls to discuss with SDDOT. KLJ will discuss with SHPO the methodology proposed for further evaluation.
- Complete a Cultural Resource Evaluation report for sites (39CU5423 and 39CU4524) upon the completion of additional shovel testing and background research into historical records for the two cultural resources (39CU5423 and 39CU4524) located within the planned route for the Pedestrian Path and Bridge.
- Send Cultural Resource Sites Evaluation report to SDDOT Pierre Region Design and the SDDOT Environmental Office.

Assumptions:

- This scope assumes the evaluation of these two cultural resources (39CU5423 and 39CU4524) which includes shovel testing, an excavation unit, and archival research into historical documentation. A report will also be produced to document the findings and recommendations for the eligibility and management recommendations associated with each site. Should either of the cultural resources be recommended as *Eligible* for the National Register of Historic Places (NRHP), it will be considered out of scope, and an additional task item will need to be completed.
- For the cultural resource evaluations, it is assumed that a minimum of 10 additional shovel tests will need to be conducted as well as the excavation of a 1m x 1m excavation unit for site 39CU4524. The goal of the evaluation at this site is to determine if there are intact features associated with a prolonged placer mining occupation to recommend this site as *Eligible* for the NRHP. For site 39CU4524 archival research will need to be conducted to determine if that site is associated with any event or people that are significant to history (Criteria A and B). The two sites are located north of Canal Street and east of S. 11th Street in Custer, SD. A preliminary Level III inventory and subsequent report have been completed and during this inventory the two historical archaeological sites were recorded.
- Anticipated completion date for the evaluation of the two sites and the completion of a findings report is June 30, 2018, unless inclement weather causes the beginning of the fieldwork season to be delayed past May 1, 2018.

- This amendment does not include a Memorandum of Agreement. If required, this can be completed as part of an additional scope item under an amendment.
- Collection and curation of artifacts will not be required.

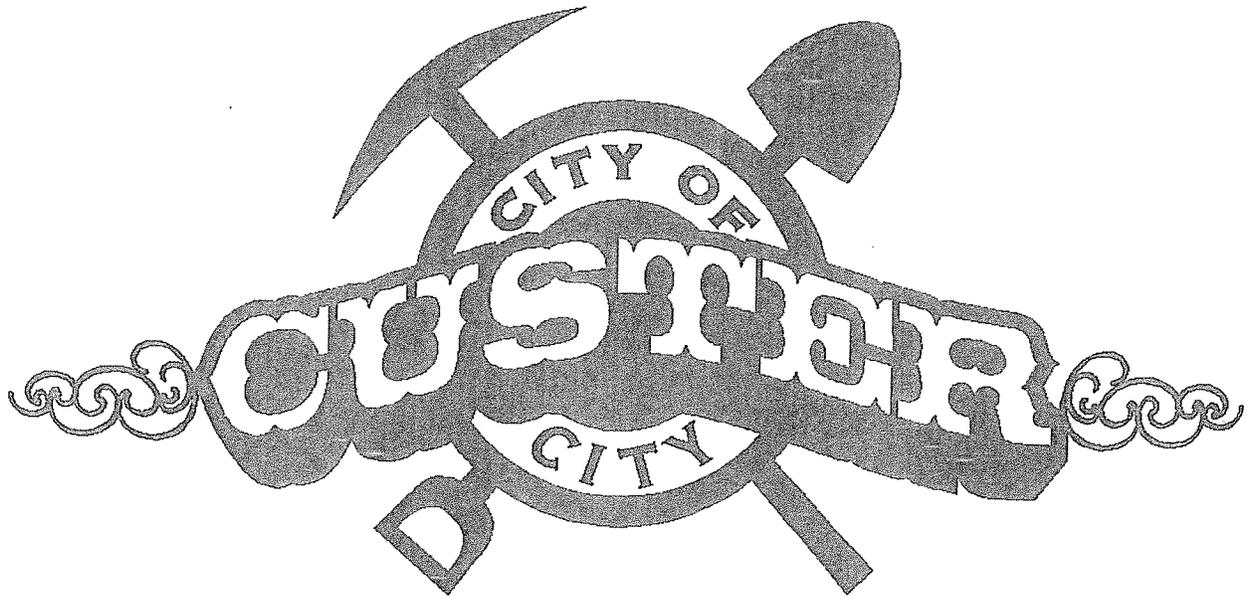
PROJECT DELIVERABLES

- Site update forms providing additional site information and NRHP Eligibility recommendations for sites 39CU5423 and 39CU4524.
- Cultural Resource Report for the Evaluation of Sites 39CU5423 and 39CU4524.

ATTACHMENT II - SERVICES REQUIRED

Name	Title	2017		
		Hourly Rate	Estimated Hours	Estimated Cost
Dana Foreman	Engineer IV	\$ 46.57	8	\$ 372.56
Sheldon Wolf	CADD Tech III	\$ 29.98	0	\$ -
Kaci Wheeler	Engineer I	\$ 26.63	0	\$ -
Bill Phillips	Surveyor IV	\$ 48.99	0	\$ -
Greg Frear	Surveyor IV	\$ 34.65	0	\$ -
Matt Guis	Surveyor I	\$ 25.40	0	\$ -
Mike Bender	Landscape Architect III	\$ 40.01	0	\$ -
Becky Baker	Environmental Planner IV	\$ 46.59	16	\$ 745.44
Nute Bishop	Environmental Planner I	\$ 28.62	0	\$ -
Rebecca Buescher	Project Assistant.I	\$ 16.59	0	\$ -
John Wirries	Engineer III	\$ 40.51	0	\$ -
Shawn Mayfield	Structural Engineer III	\$ 40.65	0	\$ -
Katie Melby	Structural Engineer I	\$ 25.77	0	\$ -
DeAnn Wanzek	CADD Tech II	\$ 22.11	0	\$ -
Corey Yates	Archaeologist II	\$ 21.66	70	\$ 1,516.20
Chris vonWedell	Archaeologist III	\$ 26.01	40	\$ 1,040.40
			Subtotal:	\$ 3,674.60
	OVERHEAD COST:			
Approved Audited Rate	172.98%	\$ 3,674.60	\$	6,356.32
			Subtotal:	\$ 6,356.32
	FIXED FEE:	12%	\$ 10,030.92	\$ 1,203.71
Capital Cost of Money		1.09%	\$ 3,674.60	\$ 40.05
			Total:	\$ 11,274.68
			Total All Years	\$ 11,274.68
Expenses				\$ 396.00
MAXIMUM LIMITING AMOUNT				\$ 11,670.00

City of Custer
Cultural Amendment 1



City of Custer City
2017 Annual Report

MUNICIPALITY OF CUSTER
BALANCE SHEET
GOVERNMENTAL FUNDS
December 31, 2017

	General Fund	BID Fund	Debt Service TIF Fund	Cemetery Fund	Promotion Funds	Total Governmental Funds
ASSETS AND DEFERRED OUTFLOWS OF RESOURCES:						
Assets:						
Cash and Cash Equivalents	2,638,017.75	24,310.24	0.10	13,739.92	134,389.06	2,810,457.07
151 Investments	1,522,663.01			81,716.65	2,702.54	1,607,082.20
110 Taxes Receivable--Delinquent	47,402.54					47,402.54
115 Accounts Receivable, Net	34,039.16	2,010.00		200.00		36,249.16
132 Due from Sales Tax Receivable	145,661.81				6,616.78	152,278.59
135 Interest Receivable	1,258.79			118.56		1,377.35
154 Deposits	38,907.58					38,907.58
155 Prepaid Expenses	16,110.37					16,110.37
Total Assets	4,444,061.01	26,320.24	0.10	95,775.13	143,708.38	4,709,864.86
Deferred Outflows of Resources:						
198 Other Deferred Outflows of Resources						0.00
Total Deferred Outflows of Resources	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	4,444,061.01	26,320.24	0.10	95,775.13	143,708.38	4,709,864.86
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES:						
Liabilities:						
202 Accounts Payable	5,734.82					
216 Accrued Wages Payable	12,671.26		0.00		5,293.42	11,028.24
217 Accrued Taxes Payable	13.00					12,671.26
219 Amounts Held for Others	716.09					716.09
220 Customer Deposits	500.00					500.00
223 Unearned Revenue	9,987.50					9,987.50
Total Liabilities	29,622.67	0.00	0.00	0.00	5,293.42	34,903.09
Deferred Inflows of Resources:						
245 Unavailable Revenue--Property Taxes	26,851.23					26,851.23

MUNICIPALITY OF CUSTER
BALANCE SHEET
GOVERNMENTAL FUNDS
December 31, 2017

	General Fund	BID Fund	Debt Service TIF Fund	Cemetery Fund	Promotion Funds	Total Governmental Funds
Total Deferred Inflows of Resources	26,851.23	0.00	0.00	0.00	0.00	26,851.23
Fund Balances:						
264 Restricted	11,043.50	79,990.02	0.10	50,000.00		141,033.62
265 Committed	250,000.00					250,000.00
266 Assigned	2,317,416.58					2,317,416.58
267 Unassigned	1,819,114.53			45,775.13	138,414.96	2,003,304.62
Total Fund Balances	4,397,574.61	79,990.02	0.10	95,775.13	138,414.96	4,711,754.82
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	4,454,048.51	79,990.02	0.10	95,775.13	143,708.38	4,773,509.14

The notes to the financial statements are an integral part of this statement.

MUNICIPALITY OF CUSTER
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS

For the Year Ended December 31, 2017

	General Fund	BID Fund	Debt Service TIF Fund	Cemetery Fund	Promotion Funds	Total Governmental Funds
Revenues:						
310 Taxes:						
311 General Property Taxes	854,951.77		244,028.82			1,098,980.59
313 General Sales and Use Taxes	1,632,152.66	160,380.00			248,756.08	2,041,288.74
315 Amusement Taxes	300.00					300.00
319 Penalties and Interest on Delinquent Taxes	1,834.50					1,834.50
320 Licenses and Permits	263,395.65					263,395.65
330 Intergovernmental Revenue:						
334 State Grants						0.00
335 State Shared Revenue:						
335.01 Bank Franchise Tax	2,438.65					2,438.65
335.02 Prorate License Fees	6,343.41					6,343.41
335.03 Liquor Tax Reversion (25%)	13,429.77					13,429.77
335.04 Motor Vehicle Licenses	41,563.87					41,563.87
335.08 Local Government Highway and Bridge Fund	29,556.15					29,556.15
338.03 County Wheel Tax	1.00					1.00
340 Charges for Goods and Services:						
341 General Government	11,979.84					11,979.84
345 Health	376.00					376.00
346 Culture and Recreation	4,665.00					4,665.00
348 Cemetery	8,800.00		9,756.00			18,556.00
350 Fines and Forfeits:						
351 Court Fines and Costs	35.61					35.61
353 Parking Meter Fines	0.00					0.00
360 Miscellaneous Revenue:						
361 Investment Earnings	16,360.89			260.86	437.60	17,059.35
362 Rentals	8,495.00					8,495.00
367 Contributions and Donations from Private Sources	0.00					0.00

368 Liquor Operating Agreement Income	204,348.50						204,348.50
369 Other	35,015.94						35,015.94
Total Revenue	3,136,044.21	160,380.00	244,028.82	10,016.86	249,193.68		3,799,663.57
Expenditures:							
410 General Government:							
411 Legislative	86,333.98						86,333.98
413 Elections	622.09						622.09
414 Financial Administration	147,251.75						147,251.75
419 Other	252,064.79						252,064.79
Total General Government	486,272.61	0.00	0.00	0.00	0.00		486,272.61
420 Public Safety:							
421 Police	332,516.18						332,516.18
Total Public Safety	332,516.18	0.00	0.00	0.00	0.00		332,516.18
430 Public Works:							
431 Highways and Streets	327,837.01						327,837.01
437 Cemeteries	25,450.41						25,450.41
Total Public Works	353,287.42	0.00	0.00	0.00	0.00		353,287.42
440 Health and Welfare:							
444 Humane Society	9,708.21						9,708.21
447 Hospitals, Nursing Homes and Rest Homes	347,000.00						347,000.00
Total Health and Welfare	356,708.21	0.00	0.00	0.00	0.00		356,708.21
450 Culture and Recreation:							
451 Recreation	6,989.11						6,989.11
452 Parks	114,205.57				8,837.45		123,043.02
Total Culture and Recreation	121,194.68	0.00	0.00	0.00	8,837.45		130,032.13
465 Economic Development and Assistance (Industrial Development)	90,000.00	206,610.74			207,833.52		504,444.26
Total Conservation and Development	90,000.00	206,610.74	0.00	0.00	207,833.52		504,444.26

470 Debt Service				244,028.76			244,028.76
485 Capital Outlay	431,046.35						431,046.35
Total Expenditures	2,171,025.45	206,610.74	0.00	244,028.76		216,670.97	2,407,289.57
Excess of Revenues Over (Under) Expenditures	965,018.76	(46,230.74)	10,016.86	0.06		32,522.71	1,392,374.00
Other Financing Sources (Uses):							
391.04 Compensation for Loss or Damage to Capital Assets	0.00						0.00
Total Other Financing Sources (Uses)	0.00	0.00	0.00	0.00		0.00	0.00
Net Change in Fund Balances	965,018.76	(46,230.74)	10,016.86	0.06		32,522.71	1,392,374.00
Fund Balance - Beginning	3,432,555.85	126,220.76	85,758.27	0.04		105,892.25	3,750,427.17
Adjusted Fund Balance - Beginning	3,432,555.85	126,220.76	85,758.27	0.04		105,892.25	3,750,427.17
FUND BALANCE- ENDING	4,397,574.61	79,990.02	95,775.13	0.10		138,414.96	5,142,801.17

The notes to the financial statements are an integral part of this statement.

MUNICIPALITY OF CUSTER
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
December 31, 2017

	Enterprise Funds			Totals
	Water Fund	Sewer Fund	Solid Waste Fund	
ASSETS:				
Current Assets:				
Cash and Cash Equivalents	61,632.07	73,613.95	52,518.02	187,764.04
151 Investments	738,247.50	988,436.10	75,074.79	1,801,758.39
115 Accounts Receivable, Net	31,910.69	39,073.22	14,439.31	85,423.22
117 Unbilled Accounts Receivable	37,716.35	38,441.94	15,792.00	91,950.29
135 Interest Receivable	212.28	2,993.69	164.82	3,370.79
Total Current Assets	869,718.89	1,142,558.90	157,988.94	2,170,266.73
Noncurrent Assets:				
Capital Assets:				
160 Land	54,481.70	91,913.00		146,394.70
162 Buildings	920,268.85	570,305.00		1,490,573.85
164 Improvements Other Than Buildings	7,876,052.97	6,309,610.88		14,185,663.85
166 Machinery and Equipment	379,333.33	1,575,999.22		1,955,332.55
168 Construction Work in Progress	610,533.47			610,533.47
Less: Accumulated Depreciation (Credit)	(3,982,030.30)	(3,979,875.03)	()	(7,961,905.33)
189 Net Pension Asset	702.99	697.75		
Total Noncurrent Assets	5,859,343.01	4,568,650.82	0.00	10,426,593.09
TOTAL ASSETS	6,729,061.90	5,711,209.72	157,988.94	12,596,859.82
DEFERRED OUTFLOWS OF RESOURCES:				
196 Pension Related Deferred Outflows	42,324.12	44,025.78		86,349.90
TOTAL DEFERRED OUTFLOWS OF RESOURCES	42,324.12	44,025.78	0.00	86,349.90
LIABILITIES:				
Current Liabilities:				
202 Accounts Payable	28,232.94	5,834.62	0.00	34,067.56
215 Accrued Interest Payable	3,871.47	5,724.18		9,595.65
216 Accrued Wages Payable	3,127.47	3,101.06		6,228.53
219 Amounts Held for Others	18.38	18.38		36.76
220 Customer Deposits	28,485.00			28,485.00
226 Bonds Payable Current:				
226.02 Revenue	32,853.19	37,950.20		70,803.39
230 Compensated Absences Payable -- Current	32,285.22	32,323.31		64,608.53
Total Current Liabilities	128,873.67	84,951.75	0.00	213,825.42
Noncurrent Liabilities:				
231 Bonds Payable:				
231.02 Revenue	1,770,132.67	774,800.11		2,544,932.78
237 Other Long-Term Liabilities				0.00
Total Noncurrent Liabilities	1,770,132.67	774,800.11	0.00	2,544,932.78
TOTAL LIABILITIES	1,899,006.34	859,751.86	0.00	2,758,758.20
DEFERRED INFLOWS OF RESOURCES:				
247 Other Deferred Inflows of Resources				0.00
248 Pension Related Deferred Inflows	13,515.60	13,415.03		26,930.63
TOTAL DEFERRED INFLOWS OF RESOURCES	13,515.60	13,415.03	0.00	26,930.63
NET POSITION:				

253.10 Net Investment in Capital Assets	4,055,654.16	3,755,202.74		7,810,856.90
253.20 Restricted for:				
253.21 Revenue Bond Debt Service	209,326.84	243,382.37		452,709.21
253.26 Equipment Repair and/or Replacement		820,741.71		820,741.71
253.29 SDRS Pension Purposes	21,831.40	23,075.45		44,906.85
253.90 Unrestricted	572,051.68	39,666.34	157,988.94	769,706.96
TOTAL NET POSITION	4,858,864.08	4,882,068.61	157,988.94	9,898,921.63

The notes to the financial statements are an integral part of this statement.

MUNICIPALITY OF CUSTER
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
For the Year Ended December 31, 2017

	Enterprise Funds			Totals
	Water Fund	Sewer Fund	Solid Waste Fund	
Operating Revenue:				
370/380 Charges for Goods and Services	542,588.11	494,041.03	190,432.78	1,227,061.92
Revenue Dedicated to Servicing Debt	111,112.97	70,772.43		181,885.40
369 Miscellaneous	14,136.00	6,275.00		20,411.00
Total Operating Revenue	667,837.08	571,088.46	190,432.78	1,429,358.32
Operating Expenses:				
410 Personal Services	200,433.79	198,157.42		398,591.21
420 Other Current Expense	196,704.10	126,086.81	166,989.89	489,780.80
457 Depreciation	213,956.78	281,925.83		495,882.61
495 Pension	(17,707.89)	(18,920.49)		(36,628.38)
Total Operating Expenses	593,386.78	587,249.57	166,989.89	1,347,626.24
Operating Income (Loss)	74,450.30	(16,161.11)	23,442.89	81,732.08
Nonoperating Revenue (Expense):				
361 Investment Earnings	5,658.96	5,347.75	397.04	11,403.75
442 Interest Expense (Enter as Negative)	(75,334.48)	(24,816.24)		(100,150.72)
(492)366 Gain (Loss) on Disposition of Assets	0.00	0.00		0.00
Total Nonoperating Revenue (Expense)	(69,675.52)	(19,468.49)	397.04	(88,746.97)
Income (Loss) Before Contributions, Special Items, Extraordinary Items and Transfers	4,774.78	(35,629.60)	23,839.93	(7,014.89)
Change in Net Position	4,774.78	(35,629.60)	23,839.93	(7,014.89)
Net Position - Beginning	4,854,089.30	4,917,698.21	134,149.01	9,905,936.52
Adjustments:				
Adjusted Net Position - Beginning	4,854,089.30	4,917,698.21	134,149.01	9,905,936.52
NET POSITION - ENDING	4,858,864.08	4,882,068.61	157,988.94	9,898,921.63

The notes to the financial statements are an integral part of this statement.

Long Term Debt

The following is a summary of the long-term debt activity for the year ending December 31, 2017:

	Balance 1/1/2017	Earned/ Borrowings	Used/ Repayments	Balance 12/31/2017	Due Within One Year
Primary Government:					
Governmental Activities:					
TIF#1 - Boothill	\$ 665,465.28	\$ -	\$ -	\$ 665,465.28	\$ 665,465.28
TIF#2 - Stonehill	\$ 1,569,901.27	\$ -	\$ -	\$ 1,569,901.27	
TIF#4 - Downtown	\$ 903,729.50	\$ -	\$ 61,744.42	\$ 841,985.08	\$ 72,598.94
TIF #5 - Pamida	\$ 262,705.68	\$ -	\$ 8,462.52	\$ 254,243.16	\$ 13,204.94
Compensated Absences	\$ 46,303.10	\$ 41,793.81	\$ 35,534.74	\$ 44,379.59	\$ 44,379.59
Total Governmental Activities	\$ 3,448,104.83	\$ 41,793.81	\$ 105,741.68	\$ 3,375,974.38	\$ 795,648.75
Business-Type Activities:					
2007 USDA Water Revenue Bond	\$ 1,834,819.55	\$ -	\$ 31,833.69	\$ 1,802,985.86	\$ 32,853.19
2012 SRF Sewer Revenue Bond	\$ 849,583.02	\$ -	\$ 36,832.72	\$ 812,750.30	\$ 37,950.20
Compensated Absences	\$ 78,747.10	\$ 39,900.06	\$ 28,258.53	\$ 64,608.53	\$ 64,608.53
Total Business-Type Activities	\$ 2,763,149.67	\$ 39,900.06	\$ 96,924.94	\$ 2,680,344.69	\$ 135,411.92
Total Primary Government	\$ 6,211,254.50	\$ 81,693.87	\$ 202,666.62	\$ 6,056,319.07	\$ 931,060.67

Interest expense for the year ended December 31, 2017 was \$ 272,892.69

