

All City Council Meetings are recorded.

CITY OF CUSTER CITY
COUNCIL AGENDA
May 4th, 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 – April 20th, 2020 Council Meeting and April 28th, 2020 Special Council Meeting
4. Declaration of Conflict of Interest
5. Resolution #05-04-20A - Modifying Ordinance #836 and Resolution #4-28-20A - Declaring a Public Health Emergency and Limiting Public Gatherings
6. COVID-19 Ordinance & Resolutions Review, Business Request for Compliance Modification and General COVID-19 Update
7. Public Hearings - Public Presentations
 - a. First Reading - Ordinance #837 – Cable TV Franchise Agreement – Golden West
 - b. Executive Proclamation – Arbor Day
 - c. Executive Proclamation – Jacki Wahle Day
 - d. Variance to Transient Merchant Permit Ordinance – South Dakota Outdoor Shop
 - e. Senior Parade Request – Graduating Senior Class
 - f. Minor Plat – Showers Tract and Schimtz Tract of Sunset Subdivision
 - g.
8. Public Comments (3-minute max. per person, with total public comment period not to exceed 15 minutes)
9. Old Business
 - a. Farmer's Market Request – Chamber of Commerce
 - b.
11. 2019 Audit Presentation
12. New Business
 - a. Electric Easement – Block 32
 - b. Planning Commission Appointments
 - c. Employee Step Increase
 - d.
13. Presentation of Claims -
14. Department Head Discussion & Committee Reports –
15. Possible Executive Session – Personnel (1&4), Proposed/Pending Litigation (3), & Contract Negotiations (3) (SDCL 1-25-2(1,2,3,4,5,6))
16. Adjournment

CITY OF CUSTER CITY
BOARD OF ADJUSTMENT AGENDA
May 4th, 2020 – City Hall Council Chambers
Following Council Meeting.

1. Call to Order - Roll Call
2. Approval of Minutes – April 20th, 2020 Board of Adjustment Meeting
- 3 Adjournment

REMINDERS

Planning Commission Meeting – May 12th, 2020 5:00 P.M.
Regular City Council Meeting – May 18th, 2020 5:30 P.M.
Public Works Committee Meeting – June 1st, 2020 4:30 P.M.
Regular City Council Meeting – June 1st, 2020 5:30 P.M.

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

**CITY OF CUSTER CITY
COUNCIL PROCEEDINGS- REGULAR SESSION
April 20th, 2020**

Mayor Corbin Herman called to order the second meeting of the Common Council for the month of April 2020 at 5:30 p.m. Present at roll call were Councilpersons Moore, Fischer and Ryan. Present at roll call by phone were Councilperson Nielsen, Whittaker and Blom. The Pledge of Allegiance was stated.

AGENDA

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

MINUTES

Councilperson Ryan moved, with a second by Councilperson Moore, to approve the minutes from the April 6th Council Meeting. The motion carried with Councilperson Ryan, Nielsen, Whittaker, Blom, Moore and Fischer voting yes.

CONFLICTS OF INTEREST

No conflicts of interest were stated.

COVID-19 ORDINANCE REVIEW AND GENERAL COVID-19 UPDATE

Council listened to public comments and discussed COVID-19 and Ordinance #836. A Special Council Meeting will be held next week to discuss possible amendments to the Ordinance.

PUBLIC HEARING – MALT BEVERAGE & SD FARM WINE AND WINE & CIDER LICENSE – WILD SPRUCE MARKET

Councilperson Fischer moved to approve the malt beverage & SD Farm Wine and Wine & Cider License for the Wild Spruce Market pending proof of insurance being provided. Seconded by Councilperson Ryan, the motion carried with Councilperson Nielsen, Whittaker, Blom, Moore, Fischer and Ryan voting yes.

SOCIO-ECONOMIC ANALYSIS FOR WASTEWATER TREATMENT FACILITY IMPROVEMENTS – DRG ENGINEERING

Trent Bruce with DGR Engineering presented the draft Socio-Economic Analysis for Wastewater Treatment Facility Improvements.

RESOLUTION #04-20-2020A – FEDERAL FAMILIES FIRST CORONAVIRUS RESPONSE ACT ADDITION TO PERSONNEL MANUAL

Councilperson Fischer moved to adopt Resolution #04-20-2020A, Federal Families First Coronavirus Response Act Addition to Personnel Manual. Seconded by Councilperson Moore, the motion carried with Councilperson Whittaker, Blom, Moore, Fischer, Ryan and Nielsen voting yes.

RESOLUTION # 04-20-20A

WHEREAS, the Common Council of the City of Custer City has previously adopted an Employee Manual; and

WHEREAS, the Federal Families First Coronavirus Response Act (FFCRA) provides eligible employees with Emergency Paid Sick Leave (EPSL) and Expanded Family and Medical Leave (EFMLA) for those affected by the COVID-19 pandemic; and

WHEREAS, the Common Council of the City of Custer City has determined that in addition to the Employee Personnel Manual Policy, FFCRA documents should be adopted.

IT IS NOW THEREFORE RESOLVED that the Federal Families First Coronavirus Response Act (FFCRA) documents consisting of 9 pages (attached hereto and incorporated herein), is adopted and attached to the Employee Personnel Manual Policy.

IT IS FURTHER RESOLVED, that said FFCRA documents shall be temporary for a period of April 1, 2020 through December 31, 2020 and may be subject to modification as federal guidance and regulations change.

Dated this 20th day of April 2020

City of Custer City

S/Corbin Herman, Mayor

Attest: Laurie Woodward, Finance Officer

PUBLIC COMMENTS

No public comments were received.

SENIOR CLASS BANNER REQUEST – CHS 2020 SENIOR GRADUATION COMMITTEE

Councilperson Moore moved to approve the CHS 2020 Senior Graduation Committee request to hang banners of each graduating student from May 1st through May 20th. Seconded by Councilperson Whittaker, the motion carried with Councilperson Blom, Moore, Fischer, Ryan, Nielsen and Whittaker voting yes.

FARMER'S MARKET REQUEST – CHAMBER OF COMMERCE

Councilperson Fischer moved to approve the Chamber of Commerce request to use Way Park on Saturday's from 8am through 1pm, from June through October, except for Gold Discovery Days weekend, for the Farmer's Market. Seconded by Councilperson Ryan, the motion failed with Councilperson Moore, Fischer, Ryan, Nielsen, Whittaker and Blom voting no. Council asked that the request include the Farmer's Market plan to operating within COVID-19 guidelines.

DOWNTOWN HANGING BASKETS REQUEST – CHAMBER OF COMMERCE

Councilperson Whittaker moved to allow the placement of the hanging baskets downtown this summer. Seconded by Councilperson Nielsen, the motion carried with Councilperson Fischer, Ryan, Nielsen, Whittaker, Blom and Moore voting yes.

POOL MANAGEMENT CONTRACT WITH YMCA

Councilperson Ryan moved to approve the YMCA Director moving forward with hiring up to 3 returning Life Guards for the pool, with the anticipation that the pool will open and if it doesn't then the YMCA and City will jointly share the 3 employees as summer employees through August 23rd at only the cost of the wages versus the \$16,000 pool management contract, in addition the payment of the \$16,000 to the YMCA for the pool management will be postponed and only paid after an official decision is made on whether the pool will open for 2020. Seconded by Councilperson Blom, the motion carried with Councilperson Ryan, Nielsen, Whittaker, Blom, Moore and Fischer voting yes.

ANNUAL REPORT

Councilperson Nielsen moved to acknowledge the 2019 annual report. Seconded by Councilperson Whittaker, the motion carried with Councilperson Nielsen, Whittaker, Blom, Moore, Fischer and Ryan voting yes.

CLAIMS

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

Ainsworth – Benning Construction, Capital Improvements, \$760.00
A & B Welding, Supplies, \$110.55
Advanced Drug Testing, Safety, \$138.00
Banner Associates, Professional Fees, \$4,229.40
Black Hills Energy, Utilities, \$14,669.06
Black Hills Gravel, Supplies, \$375.75
California State Disbursement, Deductions, \$92.30
Culligan, Repair & Maintenance, \$18.50
Chamber of Commerce, Sales Tax Subsidy, \$6,304.37
Custer Ace Hardware, Supplies, Repairs & Maintenance, \$1,679.62
Discovery Benefits, Supplies, \$27.00
First Interstate Bank, Supplies \$79.52
French Creek Supply, Supplies, \$1,162.70
Go Daddy, Professional Fees, \$19.35
Golden West Telecommunications, Utilities, \$519.04
Golden West Technologies, Professional Fees, \$755.50
Grainger, Repairs & Maintenance, \$2,059.11
Kone, Professional Fees, \$1,045.08
Lynn's Dakotamart, Supplies, \$28.76
Lawrence & Schiller, BID Board Advertising, \$11,646.47
McDonnell, Chantel, BID Board Advertising, \$1,100.00
McMaster-Carr, Repairs and Maintenance, \$198.78
Midcontinent Testing Labs, Professional Fee, \$115.00
Northwest Pipe Fittings, Supplies, \$91.92
Nelson's Oil & Gas, Supplies, \$1,602.15
Pace, Supplies, \$509.85
Plumb Dog Services, Repairs & Maintenance, \$122.45
Power House, Supplies, \$136.34
Quill, Supplies, \$283.89
Rapid Delivery, Supplies, \$79.38
Regional Health Network, Sales Tax Subsidy, \$31,788.55
Servall, Supplies, \$189.28

SD DENR, Travel/ Conference, \$30.00
State of SD, Sales Tax, \$1,031.44
SD Secretary of State, Professional Fees, \$50.00
SD One Call, Supplies, \$120.75
Bit Finance/State, Utilities, \$41.41
Unemployment Insurance Division, \$481.38
United Electric, Repair & Maintenance, \$32.36
Verizon Wireless, Utilities, \$420.55
Total Claims \$84,145.56

EXECUTIVE SESSION

Councilperson Fischer moved to go into and out of executive session for personnel per SDCL 1-25-2(1,4) at 6:23 pm, with the Public Works Director (by phone), Planning Administrator (by phone) and Finance Officer present. Seconded by Councilperson Moore, the motion carried with Councilperson Blom, Moore, Fischer, Ryan, Nielsen and Whittaker voting yes. Council came out of executive session at 6:30 pm, with no action taken.

STEP INCREASE

Councilperson Fischer moved to approve a step increase for Rick Kothe to Step 3 at \$18.37 effective April 23rd, 2020. Seconded by Councilperson Moore, the motion carried with Councilperson Moore, Fischer, Ryan, Nielsen, Whittaker and Blom voting yes.

Councilperson Ryan moved to approve a step increase for Jeff Clark to Step 3 at \$20.44 effective April 23rd, 2020. Seconded by Councilperson Fischer, the motion carried with Councilperson Fischer, Ryan, Nielsen, Whittaker, Blom and Moore voting yes.

ADJOURNMENT

With no further business, Councilperson Ryan moved to adjourn the meeting at 6:33 p.m. Seconded by Councilperson Moore, the motion carried unanimously.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward
Finance Officer

Corbin Herman
Mayor

**CITY OF CUSTER CITY
BOARD OF ADJUSTMENT MEETING
April 20th, 2020**

Board Chairman Herman called to order the Board of Adjustment Meeting at 6:35 p.m. Present at roll call were Board Members Herman, Moore, Fischer, Ryan, Nielsen, Whittaker and Blom.

APPROVAL OF AGENDA

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

PUBLIC HEARING – APPEAL OF DENIED CONDITIONAL USE PERMIT REQUEST – 265 DESPERADO LANE – SHORT TERM RENTAL

Kevin Houtwed, Appellant, addressed the Board by video conference regarding his conditional use permit request. Other parties were present by phone and provided public comment.

Board Member Moore moved to uphold the February 11th, 2020 decision made by the Custer City Planning Commission and deny the short-term rental conditional use permit request for the property located at 265 Desperado Lane. Seconded by Board member Ryan, the motion failed with Board Member Nielsen, Fischer, Blom and Whittaker voting no and Board members Moore and Ryan voting yes.

PUBLIC COMMENTS

No public comments were received.

ADJOURNMENT

With no further business, Board Member Ryan moved to adjourn the meeting at 7:24 p.m. Seconded by Board Member Fischer, the motion carried unanimously.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward
Finance Officer

Corbin Herman
Board Chairman

**CITY OF CUSTER CITY
COUNCIL PROCEEDINGS- SPECIAL SESSION
April 28th, 2020**

Mayor Corbin Herman called to order a special meeting of the Common Council at 11:05 p.m. Present at roll call in person were Councilpersons Moore and Nielsen. Present at roll call by phone were Councilpersons Fischer, Ryan and Whittaker. Attorney Beesley was also present. The Pledge of Allegiance was stated.

PUBLIC COMMENTS

Public Comments were taken in regard to Resolution #04-28-20A – Modifying Ordinance #836.

RESOLUTION #04-28-20A – MODIFYING ORDINANCE #836 – DECLARING A PUBLIC HEALTH EMERGENCY AND LIMITING PUBLIC GATHERINGS

Councilperson Nielsen moved to adopt Resolution #4-28-20A, Modifying Ordinance #836 – Declaring a Public Health Emergency and Limiting Public Gathering. Seconded by Councilperson Fischer, the motion carried with Councilperson Moore, Nielsen, Fischer, Ryan and Whittaker voting yes.

The effective date of the Resolution is April 29, 2020 at 12:00 pm.

REQUEST TO USE PAGEANT HILL – BLACK HILLS BALLOONS

Councilperson Nielsen moved to approve Black Hills Balloons request to use Pageant Hill on May 1st from 7:30 pm to 9:30 pm to participate in “Let It Shine South Dakota”. Any spectators are asked to stay in their vehicle. Seconded by Councilperson Moore, the motion carried with Councilperson Nielsen, Fischer, Ryan, Whittaker and Moore voting yes.

ADJOURNMENT

With no further business, Councilperson Moore moved to adjourn the meeting at 11:50 p.m. Seconded by Councilperson Nielsen, the motion carried unanimously.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward
Finance Officer

Corbin Herman
Mayor

Resolution #05-04-2020A

Resolution Amending Emergency Ordinance #836 and Resolution #04-28-2020A Declaring a Public Health Emergency and Limiting Public Gatherings

Whereas, the Custer City Council adopted Emergency Ordinance #836, Declaring a Public Health Emergency and Limiting Public Gatherings on April 2nd, 2020; and

Whereas, Ordinance #836 became effective on April 9th, 2020 at 12:00 am, after publication; and

Whereas, the emergency ordinance allows the City Council to amend by resolution Ordinance #836 regarding public gatherings and public movements it deems necessary to address the current public health emergency; and

Now Therefore Be It Resolved that Emergency Ordinance #836 and Resolution #04-28-20A are amended based on the Custer Community's seasonal nature of its recreational, business and visitation demographics as follows;

Be It Further Resolved that recreational facilities, public pools, health clubs and athletic facilities can request, in writing, exceptions from the City Council allowing them to modify compliance with these requirements so long as their proposal contains alternative means to implement social distancing requirements. The City Council will not approve exceptions which completely exempt a business from implementing social distancing, or from following the CDC guidelines.

Be It Further Resolved that theaters, and other indoor and outdoor venues where people congregate, including music and entertainment venues are not included in this amendment, and shall remain closed until further notice.

Be It Further Resolved that this Resolution shall only amend Ordinance #836 and Resolution #04-28-20A as specifically stated herein, and all other terms and conditions of Ordinance #836 and Resolution #04-28-20A shall remain in effect until further notice.

Be It Further Resolved this Resolution shall remain in full force and effect until May 31, 2020, unless otherwise repealed, modified, or extended.

Be It Further Resolved, by the City of Custer City, that due to the fact a national and statewide emergency has been declared and one of the primary recommendations to combat

this emergency is to practice social distancing and limiting person to person contact, this resolution is considered necessary for the immediate preservation of the public peace, health and safety of the City of Custer City and shall be effective immediately upon publication thereof.

Dated this 4th day of May, 2020.

City of Custer City
Corbin Herman, Mayor

Attest:

Laurie Woodward, Finance Officer

Vote:

Fischer:

Whittaker:

Nielsen:

Blom:

Moore:

Ryan:

ORDINANCE #837

AN ORDINANCE GRANTING A FRANCHISE TO GOLDEN WEST CABLEVISION, INC. TO CONSTRUCT AND MAINTAIN A CABLE COMMUNICATIONS SYSTEM IN THE CITY OF CUSTER; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM; AND PRESCRIBING PENALTIES FOR THE VIOLATION OF ITS PROVISIONS

The City Council of the City of Custer ordains:

STATEMENT OF INTENT AND PURPOSE

The City intends, by the adoption of this Franchise, to bring about the development of a Cable Communications System, and the continued operation of it. Such a development can contribute significantly to the communication needs and desires of many. Further, the City may achieve better utilization and improvement of public services with the development and operation of a Cable Communications System.

Past studies by the City have led the way for organizing a means of procuring and securing of Cable Communications System which, in the judgment of the Council, is best suited to the City. This has resulted in the preparation and adoption of this Franchise.

FINDINGS

In the review of the Renewal Proposal and application of Golden West Cablevision, Inc. ("Grantee"), and as a result of a public hearing, the City Council makes the following findings:

- 1.) The Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
- 2.) Grantee's plans for constructing, upgrading, and operating the System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
- 3.) The Franchise granted to Grantee by the City complies with the existing applicable state and federal laws and regulations; and
- 4.) The Franchise granted to Grantee is nonexclusive.

SECTION 1.

SHORT TITLE AND DEFINITIONS

- 1.) Short Title. This Franchise Ordinance shall be known and cited as the Cable Communications Ordinance.
- 2.) Definitions. For the purposes of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent

with the context, words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory. The word "may" is directory and discretionary and not mandatory.

(a) "Basic Cable Service" means any service tier which includes the lawful retransmission of local television broadcast signals and any public, educational, and governmental access programming required by the franchise to be carried on the basic tier. Basic Cable Service as defined herein shall not be inconsistent with 47 U.S.C. § 543(b)(7) (1993).

(b) "City" means City of Custer, a municipal corporation, in the State of South Dakota, acting by and through its City Council.

(c) "City Council" means the Custer, South Dakota City Council.

(d) "Cable Programming Service" means any video programming provided over a cable system, regardless of service tier, including installation or rental of equipment used for the receipt of such video programming, other than:

(1) Video programming carried on the Basic Service Tier;

(2) Video programming offered on a pay-per-channel or pay-per-program basis; or

(3) A combination of multiple channels of pay-per-channel or pay-per-program video programming offered on a multiplexed or time-shifted basis so long as the combined service:

a. consists of commonly-identified video programming; and

b. is not bundled with any regulated tier of service.

Cable Programming Service as defined herein shall not be inconsistent with the definition as set forth in 47 U.S.C. § 543(1)(2) (1993) and 47 C.F.R. 76.901(b) (1993).

(e) "Cable Service" means the one-way transmission to subscribers of video programming, or other programming service, and subscriber interaction, if any, which is required for the selection of such video programming or other programming service.

(f) "Cable Communications System" or "System" means a system which operates the service of receiving and amplifying programs broadcast by one or more television or radio stations and other programs originated by a cable communications company or by another party, and distributing those programs by

wire, cable, microwave or other means, whether the means are owned or leased, to persons who subscribe to the service.

(g) "Class IV Cable Communications Channel" means a signaling path provided by a Cable Communications System to transmit signals of any type from a Subscriber terminal to another point in the System.

(h) "Converter" means an electronic device which converts signal to a frequency acceptable to a television receiver of a Subscriber and by an appropriate selector permits a Subscriber to view all Subscriber signals included in the service.

(i) "Drop" means the cable that connects the ground block on the Subscriber's residence to the nearest feeder cable of the System.

(j) "FCC" means the Federal Communications Commission and any legally appointed, designed or elected agent or successor.

(k) "Franchise" means an initial authorization, or renewal thereof (including a renewal of an authorization which has been granted subject to 47 U.S.C. § 546) issued by a franchising authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a cable system.

(l) "Grantee" is Golden West Cablevision, Inc., its agents and employees, lawful successors, transferees or assignees.

(m) "Gross Revenue" means all revenue received from Basic Cable Service, Cable Programming Service and Pay Television directly by the Grantee from the Operation of its System within City. The term "Gross Revenues" shall not include installation fees, disconnection fees, upgrade and downgrade of service fees, fees for telecommunications services, if any, fees for the sales, leasing, or servicing of equipment, franchise fees, advertising revenues, late fees, any fees itemized and passed through as a result of franchise imposed requirements or any taxes or fees on services furnished by Grantee imposed directly on any Subscriber or user by any municipality, state or other governmental unit and collected by Grantee for such governmental unit.

(n) "Installation" means the connection of the System from feeder cable to the point of connection, including Standard Installations and custom installations.

(o) "Lockout Device" means an optional mechanical or electrical accessory to a Subscriber's terminal which inhibits the viewing of a certain program, certain channel, or certain channels provided by way of the Cable Communication System.

- (p) "Pay Television" means the delivery over the System of pay-per-channel or pay-per-program audio-visual signals to Subscribers for a fee or charge, in addition to the charge for Basic Cable Service or Cable Programming Services.
- (q) "Person" is any person, firm, partnership, association, corporation, company, or other legal entity.
- (r) "Standard Installation" means any residential installation which can be completed using a Drop of one hundred fifty (150) feet or less.
- (s) "Street" means the surface of, and the space above and below, any public street, road, highway, freeway, lane, alley, path, court, sidewalk, parkway, or drive, or any easement or right-of-way now or hereafter held by City.
- (t) "Subscriber" means any Person who lawfully receives Cable Television Service.
- (u) "Video Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

SECTION 2.

GRANT OF AUTHORITY AND GENERAL PROVISIONS

- 1.) Franchise Required. It shall be unlawful for any Person to construct, operate or maintain a Cable Communications System in City unless such Person or the Person for whom such action is being taken shall have first obtained and shall currently hold a valid Franchise Ordinance. It shall also be unlawful for any Person to provide Cable Television Service in City unless such Person shall have first obtained and shall currently hold a valid Franchise Ordinance. All Cable Communications Franchises granted by City shall contain the same substantive terms and conditions.
- 2.) Grant of Franchise. This Franchise is granted pursuant to the terms and conditions contained herein.
- 3.) Grant of Nonexclusive Authority.
- (a) The Grantee shall have the right and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over and under the Streets, alleys, public ways and public places now laid out or dedicated and all extensions thereof, and additions thereto in City, poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in City of a Cable Communications System as herein defined. The Cable Communications System constructed and maintained by Grantee or its agents shall not interfere with other uses of Streets. These rights and privileges will be Granted in accordance with SDCL.

(b) This Franchise shall be nonexclusive, and City reserves the right to grant a similar use of said Streets, alleys, public ways and places, to any Person at any time during the period of this Franchise, provided, however that any additional Cable Franchise grants shall be under the same substantive terms and conditions as this Franchise.

(c) Grantee shall have the authority to use City easements, public rights-of-way, Streets and other conduits for the distribution of Grantee's System at no additional cost. The City shall require all developers of future subdivisions to allow and accommodate the construction of the System as part of any provisions for utilities to serve such subdivisions.

4.) Franchise Term. This Franchise shall be in effect for a period of fifteen (15) years from the date of acceptance by Grantee, unless renewed, revoked or terminated sooner as herein provided.

5.) Previous Franchises. Upon acceptance by Grantee as required by Section 12 herein, this Franchise shall supersede and replace any previous Ordinance or Agreement granting a Franchise to Grantee to own, operate and maintain a Cable Communications System within City.

6.) Compliance with Applicable Laws, Resolutions and Ordinances. The Grantee shall at all times during the life of this Franchise comply with applicable laws, resolutions and ordinances.

7.) Rules of Grantee. The Grantee shall have the authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be reasonably necessary to enable said Grantee to exercise its rights and perform its obligation under this Franchise and to assure uninterrupted service to each and all of its Subscribers; provided that such rules, regulations, terms and conditions shall not be in conflict with provisions hereto, the rules of the FCC, the laws of the State of South Dakota, City, or any other body having lawful jurisdiction thereof.

8.) Territorial Area Involved. This Franchise is granted for the corporate boundaries of City, as it exists from time to time. In the event of annexation by City, or as development occurs, any new territory shall become part of the area covered, provided, however, that Grantee shall not be required to extend service beyond its present System boundaries unless there is a minimum of forty (40) homes per cable mile as measured from the last fiber node or terminating amplifier. Access to cable service shall not be denied to any group of potential residential cable Subscribers because of the income of the residents of the area in which such group resides. Grantee shall be given a reasonable period of time to construct and activate cable plant to service annexed or newly developed areas.

9.) Written Notice. All notices, reports, or demands required to be given in writing under this Franchise shall be deemed to be given when delivered

personally to any officer of Grantee or City's Administrator of this Franchise or forty-eight (48) hours after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, addressed to the party to whom notice is being given, as follows:

If to City: City of Custer
 City Hall
 622 Crook Street
 Custer, SD 57730-4824

If to Grantee: Golden West Cablevision, Inc.
 PO Box 411
 Wall, SD 57790
 Attn: Rick Reed

Such address may be changed by either party upon notice to the other party given as provided in this Section.

Grantee shall provide installation of one (1) cable Drop, one (1) cable outlet, and monthly Basic Cable Service without charge to three (3) City-owned buildings as well as the public and parochial elementary and secondary schools within the city. Video equipment, sound equipment and microphones will be provided for use by government entities at City Hall.

No redistribution of the free Basic Cable Service provided pursuant to this Section shall be allowed. Additional Drops and/or outlets in any of the above locations will be provided by Grantee at the cost of Grantee's time and material. Alternatively, at the institution's request, said institution may add outlets at its own expense, as long as such installation meets Grantee's standards and provided that any fees for Cable Communications Services are paid. Nothing herein shall be construed as requiring Grantee to extend the System to serve additional institutions as may be designed by City. Grantee shall have one (1) year from the date of the City Council designation of additional institution(s) to complete construction of the Drop and outlet.

SECTION 3.

CONSTRUCTION STANDARDS

1.) Construction Codes and Permits.

(a) Grantee shall obtain all required permits from City before commencing any construction upgrade or extension of the System, including the opening or disturbance of any Street, or private or public property within City. Grantee shall substantially comply with all state

and local laws and building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the System in City and give due consideration at all times to the aesthetics of the property.

(b) The City shall impose no permit fees upon Grantee given that Grantee pays Franchise Fees pursuant to this Franchise.

(c) The City shall have the right to inspect all construction or installation work performed pursuant to the provisions of the Franchise and to make such tests at its own expense as it shall find necessary to ensure compliance with the terms of the Franchise and applicable provisions of local, state and federal law.

2.) Repair of Streets and Property. Any and all Streets or public property or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the System shall be promptly and fully restored by Grantee, at its expense, to a condition as good as that prevailing prior to Grantee's work, as approved by City in the case of Streets and other public property, which approval shall not be unreasonably withheld. Grantee shall not be required to repair portions of Streets or public property not damaged or disturbed if repairing the disturbed or damaged portion returns the Street or public property to the same condition as prevailing prior to Grantee's work. If Grantee shall fail to promptly perform the restoration required herein, City shall have the right to put the Streets, public, or private property back into good condition. City shall be reimbursed for such restoration from Grantee, in accordance with the then current fee schedule adopted by the City.

3.) Conditions on Street Use.

(a) Nothing in this Franchise shall be construed to prevent City from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any Street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

(b) All System transmission and distribution structures, lines and equipment erected by the Grantee within City shall be located so as not to obstruct or interfere with the proper use of Streets, alleys and other public ways and places, and to minimum interference with the rights of property owners who abut any of the said Streets, alleys and other public ways and places, and not to interfere with existing public utility installations. Upon request, the Grantee shall furnish to and file with City the maps, plats, and permanent records of the location and character of all facilities constructed, including underground facilities and Grantee shall file with City updates of such maps, plats and permanent records annually if changes have been made in the System.

(c) If at any time during the period of this Franchise City shall elect to alter, or change the grade or location of any Street, alley or other public way, the Grantee shall, at its own expense, upon reasonable notice by City,

remove and relocate its poles, wires, cables, conduits, manholes and other fixtures of the System, and in each instance comply with the standards and specifications of City. If City reimburses other occupants of the Street, Grantee shall be likewise reimbursed.

(d) The Grantee shall not place poles, conduits, or other fixtures of System above or below ground where the same will interfere with any gas, electric, telephone, water or other utility fixtures and all such poles, conduits, or other fixtures placed in any Street shall be so placed as to comply with all requirements of City. Grantee may access poles owned by the City upon approval of the City. City may access poles owned by Grantee upon approval of Golden West Cablevision Director of Video Services.

(e) The Grantee shall, on request of any Person holding a moving permit issued by City, temporarily move its wires or fixtures to permit the moving of buildings with the expense of such temporary removal to be paid by the Person requesting the same, and the Grantee shall be given not less than ten (10) days advance notice to arrange for such temporary changes.

(f) The Grantee shall have the authority to trim any trees upon and overhanging the Streets, alleys, sidewalks, or public easements or City so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee.

(g) Nothing contained in this Franchise shall relieve any Person from liability arising out of the failure to exercise reasonable care to avoid injuring Grantee's facilities.

4.) Undergrounding of Cable.

(a) In all areas of City where all other utility lines are placed underground, Grantee shall construct and install its cables, wires and other facilities underground. Amplifier boxes and pedestal mounted terminal boxes may be placed above ground if existing technology reasonably requires, but shall be of such size and design and shall be so located as not to be unsightly or unsafe.

(b) In any area of City where there are certain cables, wires and other like facilities of a public utility or public utility district underground and at least one operable cable, wire or like facility of a public utility or public utility district suspended above the ground from poles, Grantee may construct and install its cables, wires and other facilities from the same pole with the consent of the owner of the pole.

(c) Grantee shall be granted access to any easements granted to a public utility, municipal utility or utility district in any areas annexed by City or new developments.

5.) Erection, Removal and Joint Use of Poles. No poles, conduits or other wire-holding structures shall be erected or installed by the Grantee without prior approval of City with regard to location, height, type and other pertinent aspects.

6.) Safety Requirements.

(a) The Grantee shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public.

(b) The Grantee shall install and maintain its System wires, cables, fixtures and other equipment in substantial compliance with the requirements of the National Electrical Safety Code and all FCC, state and local regulations, and in such manner that they will not interfere with any installations of City or of any public utility serving City.

(c) All System structures and all System lines, equipment and connections in, over, under and upon the Streets, sidewalks, alleys, and public ways and places of City, wherever situated or located, shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of any Person.

SECTION 4.

DESIGN PROVISIONS

1.) System Design and Channel Capacity. Grantee shall provide a Cable System which has a minimum capacity of forty-seven (47) channels.

2.) Operation and Maintenance of System. The Grantee shall render effective service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Such interruption, to the extent feasible, shall be preceded by notice in accordance with Section 2.9 herein and shall occur during periods of minimum use of the System.

3.) Technical Standards. The technical standards used in the operation of the System shall comply, at minimum, with the technical standards promulgated by the FCC relating to cable communications systems pursuant to the Federal Communications Commission's rules and regulations and found in Title 47, Section 76.601 to 76.617, as may be amended or modified from time to time.

4.) Special Testing. City may require special testing of a location or locations within the System if there is a particular matter of controversy or unresolved complaints pertaining to such location(s). Demand for such special tests may be made on the basis of complaints received or other evidence indicating an unresolved controversy or noncompliance. Such tests shall be limited to the particular matter in controversy or

unresolved complaints. The City shall endeavor to so arrange its request for such special testing so as to minimize hardship or inconvenience to Grantee or to the Subscribers caused by such testing. Before ordering such tests, Grantee shall be afforded thirty (30) days to correct problems or complaints upon which tests were ordered. The City shall meet with Grantee prior to requiring special tests to discuss the need for such and, if possible, visually inspect those locations which are the focus of concern. If, after such meetings and inspections, City wishes to commence special tests and the thirty (30) days have elapsed without correction of the matter in controversy or unresolved complaints, the tests shall be conducted by a qualified engineer selected by City. In the event that special testing is required by City to determine the source of technical difficulties, the cost of said testing shall be borne by the Grantee if the testing reveals the source of the technical difficulty to be within Grantee's reasonable control. If the testing reveals the difficulties to be caused by factors which are beyond Grantee's reasonable control then the cost of said test shall be borne by City.

5.) FCC Reports. The City may request the results of tests required to be filed by Grantee with the FCC to City.

6.) Lockout Device. Upon the request of a Subscriber, Grantee shall provide by sale or lease a Lockout Device.

7.) Emergency Override. Grantee shall provide an emergency alert override system consistent with federal law.

SECTION 5.

SERVICES PROVISIONS

1.) Regulation of Service Rates.

(a) The City may regulate rates for the provision of cable service, equipment, or any other communications service provided over the System to the extent allowed under federal or state law(s). In exercising its jurisdiction to regulate any such rates, City will adhere to regulations adopted by the Federal Communications Commission at 47 C.F.R. § 76.900 et seq. as they may be amended from time to time.

(b) In the event that City elects to exercise its jurisdiction over locally regulatable rates, it shall, after notice, hold a public hearing for the consideration of views of interested parties with respect to initial rates filed and any subsequent proposed change in rates.

2.) Sales Procedures. Grantee shall not exercise deceptive sales procedures when marketing its Cable Television Services within City. Grantee shall have the right to market its cable services door-to-door during reasonable hours consistent with local ordinances and regulation.

- 3.) Subscriber Inquiry and Complaint Procedures.
 - (a) Grantee shall have a publicly listed toll-free telephone number and be operated so as to receive Subscriber complaints and requests on a twenty-four (24) hour-a-day, seven (7) days-a-week basis.
 - (b) Subject to the privacy provisions of 47 U.S.C. § 521 et seq. (1993), City and Grantee shall prepare and maintain written records of all complaints made to them and the resolution of such complaints, including the date of such resolution. Such written records shall be on file at the regional office of Grantee.
- 4.) Refund Policy. In the event a Subscriber established or terminates service and receives less than a full month's service, Grantee shall prorate the monthly rate on the basis of the number of days in the period for which service was rendered to the number of days in the billing.

SECTION 6.

OPERATION AND ADMINISTRATION PROVISIONS

- 1.) Franchise Fee.
 - (a) Grantee pays City an annual franchise fee in the amount of three percent (3%) of Grantee's annual Gross Revenues
 - (b) The franchise fee shall be payable quarterly together with a brief report showing the basis for the computation.
- 2.) Access to Records. The City shall have the right to inspect, upon reasonable notice, at any time during normal business hours, those records maintained by Grantee which relate to System operations and to Gross Revenues, subject to the privacy provisions of 47 U.S.C. § 521 et seq.
- 3.) Reports Reviewed by the City. Grantee shall prepare, at the times and in the form prescribed, such reports with respect to the operations, affairs, transactions or property, as they relate to the System, which Grantee and City may agree upon.

SECTION 7.

GENERAL FINANCIAL AND INSURANCE PROVISIONS

- 1.) Indemnification of City.
 - (a) City, its officers, boards, committees, commissions, elected officials, employees and agents shall not be liable for any loss or damage to any real or personal property of any Person, or for any injury to or death of

any Person, arising out of or in connection with the construction, operation, maintenance, repair or removal of, or other action or event with respect to the System.

(b) Grantee shall indemnify, defend, and hold harmless City, its officers, boards, committees, commissions, elected officials, employees and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the exercise of the franchise, except claims because of EG programming or the City's operation, administration, promotion or management of the access channel(s) and any use of Internet Services in public institutions.

(c) Nothing in this Franchise relieves a Person from liability arising out of the failure to exercise reasonable care to avoid injuring the Grantee's facilities while performing work connected with grading, regarding, or changing the line of a Street or public place or with the construction or reconstruction of a sewer or water system.

(d) In order for City to assert its rights to be indemnified, defended, and held harmless, City must with respect to each claim:

(1) Promptly notify Grantee in writing of any claim or legal proceeding which gives rise to such right;

(2) Afford Grantee the opportunity to participate in any compromise, settlement or other resolution or disposition of any claim or proceeding; and

(3) Fully cooperate with reasonable requests of Grantee, at Grantee's expense, in its participation in, , compromise, settlement or resolution or other disposition of such claim or proceeding subject to paragraph two (2) above.

2.) Insurance.

(a) As a part of the indemnification provided in Section 7.2, but without limiting the foregoing, Grantee shall file with its acceptance of this Franchise, and at all times thereafter maintain in full force and effect at its sole expense, a comprehensive general liability insurance policy, including contractual liability coverage, in protection of City in its capacity as such, its officers, elected officials, boards, commissions, agents and employees. The policy or policies shall name as additional insured City, and their capacity as such, their officers, agents and employees. The policies of insurance shall be in the sum of not less than Five Hundred Thousand Dollars (\$500,000) for personal injury or death of any one Person, and One Million Dollars (\$1,000,000) for personal injury or death of two or more Persons in any one occurrence, One Million Dollars (\$1,000,000) for property damage to any one person and Two Million Dollars (\$2,000,000) for property damage resulting from any one act or occurrence.

(b) The policy or policies of insurance shall be maintained by Grantee in full force and effect during the entire term of the Franchise. Each policy of insurance shall contain a statement on its face that the insurer will not cancel the policy or fail to renew the policy, whether for nonpayment of premium, or otherwise, and whether at the request of Grantee or for other reasons, except after thirty (30) days' advance written notice have been provided to City.

SECTION 8.

SALE, ABANDONMENT, TRANSFER AND REVOCATION OF FRANCHISE

- 1.) City's Right to Revoke. In addition to all other rights which City has pursuant to law or equity, City reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto.
- 2.) Procedures for Revocation.
 - (a) City shall provide Grantee with written notice of a cause for revocation and the intent to revoke and shall allow Grantee sixty (60) days subsequent to receipt of the notice in which to correct the violation or to provide adequate assurance of performance in compliance with the Franchise. Together with the notice required herein, City shall provide Grantee with written findings of fact which are the basis of the revocation.
 - (b) Grantee shall be provided the right to a public hearing affording due process before the City Council prior to revocation, which public hearing shall follow the sixty (60) day notice provided in paragraph (a) above. City shall provide Grantee with written notice of its decision together with written findings of fact supplementing said decision.
 - (c) After the public hearing and upon written determination by City to revoke the Franchise, Grantee may appeal said decision with an appropriate state or federal court or agency.
 - (d) During the appeal period, the Franchise shall remain in force and effect unless the term thereof sooner expires.
 - (e) Upon satisfactory correction by Grantee of the violation upon which said notice was given as determined in the City's sole discretion, the initial notice shall become void.
- 3.) Abandonment of Service. Grantee may not abandon the System or any portion thereof without having first given three (3) months written notice to City.

4.) Sale or Transfer of Franchise.

(a) No sale or transfer of this Franchise shall take place until the parties to the sale or transfer files a written request with the City for its approval, provided however, that said approval shall not be required where Grantee grants a security interest in its Franchise and assets to secure indebtedness.

(b) City shall approve or deny the transfer consistent with federal law. City shall not unreasonably withhold its approval.

(c) In no event shall a transfer or assignment of this Franchise be approved without the transferee becoming a signatory to this Franchise and assuming all rights and obligations thereunder, and assuming all other rights and obligations of the transferor to the City.

SECTION 9.

PROTECTION OF INDIVIDUAL RIGHTS

1.) Subscriber Privacy. Grantee shall comply with laws regarding subscriber privacy as required by 47 U.S.C. § 551.

SECTION 10.

UNAUTHORIZED CONNECTIONS AND MODIFICATIONS

1.) Unauthorized Connections or Modifications Prohibited. It shall be unlawful for any firm, Person, group, company, corporation, or governmental body or agency, without the express consent of the Grantee, to make or possess, or assist anybody in making or possessing, any connection, extension, or division, whether physically, acoustically, inductively, electronically or otherwise, with or to any segment of the System.

2.) Removal or Destruction Prohibited. It shall be unlawful for any firm, Person, group, company, corporation, or government body or agency to willfully interfere, tamper, remove, obstruct, or damage, or assist thereof, any part or segment of the System for any purpose whatsoever.

3.) Penalty. Any firm, Person, group, company, corporation or government body or agency found guilty of violating this Section may be fined not less than One Hundred Dollars (\$100.00) and the costs of the action or more than Five Hundred Dollars (\$500.00) and the costs of the action for each and every subsequent offense. Each continuing day of the violation shall be considered a separate occurrence.

SECTION 11.

MISCELLANEOUS PROVISIONS

- 1.) Franchise Renewal. Any renewal of this Franchise shall be done in accordance with applicable federal, state and local laws and regulations.
- 2.) Amendment of Franchise Ordinance. Grantee and City may agree, from time to time, to amend this Franchise. Such written amendments may be made subsequent to a review session pursuant to Section 11.6 or at any other time if City and Grantee agree that such an amendment will be in the public interest or if such an amendment is required due to changes in federal, state or local laws. City shall act pursuant to local law pertaining to the ordinance amendment process.
- 3.) Compliance with Federal, State and Local Laws. If any term, condition or provision of this Franchise or the application thereof to any Person or circumstances shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to Persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and complied with provided the loss of the invalid or unenforceable clause does not substantially alter the agreement between the parties.
- 4.) Periodic Evaluation. The field of cable communications is rapidly changing and may see many regulatory, technical, financial, marketing and legal changes during the term of this Franchise. Therefore, in order to provide for a maximum degree of flexibility in this Franchise, and to help achieve a continued advance and modern System, the following evaluation provisions shall apply:
 - (a) Upon thirty days written notice to Grantee, the City may require an evaluation session. Evaluation sessions may occur no more than once annually beginning one (1) year from the Effective Date of this Franchise.
 - (b) All evaluation sessions shall be open to the public and notice of sessions published in the same way as a legal notice.
 - (c) Topics which may be discussed at any evaluation session may include, but are not limited to, application of new technologies, System performance, programming offered, access channels, facilities and support, municipal uses of cable, customer complaints, amendments to this Franchise, judicial rulings, FCC rulings, line extension policies and any other topics City and Grantee deem relevant.
 - (d) As a result of a periodic review or evaluation session, City and Grantee may develop such changes and modifications to the terms and conditions of the Franchise as are mutually agreed upon.

5.) Grantee Acknowledgment of Validity of Franchise. Grantee acknowledges that it has had an opportunity to review the terms and conditions of this Franchise and that under current law Grantee believes that said terms and conditions are not unreasonable or arbitrary, and that Grantee believes City has the power to make the terms and conditions contained in this Franchise.

SECTION 12.

PUBLICATION EFFECTIVE DATE; ACCEPTANCE AND EXHIBITS

- 1.) Publication; Effective Date. This Franchise shall be published and become effective in accordance with applicable South Dakota law.
- 2.) Acceptance.
 - (a) Grantee shall accept this Franchise in writing. Such acceptance by the Grantee shall be deemed the grant of this Franchise for all purposes.
 - (b) Upon acceptance of this Franchise, Grantee shall be bound by all the terms and conditions contained herein.
 - (c) Grantee shall accept this Franchise in the following manner:
 - (1) This Franchise will be properly executed and acknowledged by Grantee and delivered to City.
 - (2) With its acceptance, Grantee shall also deliver any performance bond and insurance certificates required herein that have not previously been delivered.

Passed and adopted this ____ day of _____, 2020.

ATTEST:

CITY OF CUSTER

By: _____

By: _____

Its: _____

Its: _____

ACCEPTED: This Franchise is accepted and we agree to be bound by its terms and conditions.

GOLDEN WEST CABLEVISION, INC.

Dated: _____

By: _____

Its: _____

City of Custer City
From the Desk of the Mayor

EXECUTIVE PROCLAMATION

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal,

THEREFORE, BE IT RESOLVED that I, Corbin Herman, Mayor of the City of Custer City, South Dakota, do hereby proclaim May 11th, 2020 to be

ARBOR DAY

in the City of Custer City, SD, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands. Further, I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward, Finance Officer

Corbin Herman

(SEAL)

City of Custer City
From the Desk of the Mayor

EXECUTIVE PROCLAMATION

WHEREAS, Jacki (Hendrickson) Wahle graduated from Custer High School in 1968; and

WHEREAS, Jacki and her husband Tim have raised two daughters Tara and Erin; and

WHEREAS, Jacki is a proud grandmother of three; and

WHEREAS, Jacki worked for the Wright, WY school system as a school aide for many years; and

WHEREAS, Jacki is a master gardener and along with her husband Tim is a proud ranch operator; and

WHEREAS, Jacki volunteers at the 1881 Courthouse Museum, the Custer Storehouse and is supportive of the Custer YMCA; and

WHEREAS, Jacki is turning 70 years old on March 13, 2020.

NOW, THEREFORE, I, Corbin Herman, Mayor of Custer City, of the State of South Dakota, do hereby proclaim March 13, 2020, as

Jacki (Hendrickson) Wahle Day

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

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward, Finance Officer

Corbin Herman, Mayor

(SEAL)

Proposal letter to City of Custer City, requesting a variance for allowing a transient merchant to purchase a twelve-day permit to be utilized on non-consecutive days.

City of Custer City
622 Crook Street
Custer SD 57730

April 30, 2020

RECEIVED

MAY 01 2020

CITY OF CUSTER

Dear Custer City Council,

This proposal letter is to request a variance to allow a transient merchant to use their (2) twelve-day permits over non-consecutive days. We are not requesting any other portion of the current ordinance to change.

We are requesting that this variance is for the 2020 summer season. We were looking to allow the Thai Thai Food Trailer to park on the private property of 757 Mt Rushmore Rd for special events and to increase business on select days. We would limit it to no more than 24 total days of the year; to keep with the current ordinance. The Thai Thai Food Trailer owners are local residents of Custer County in the community of Pringle.

We truly hope to be an asset to the Custer Community and are just working towards increasing the foot traffic to include us during Custer's busy summer days. We are intentionally wanting to work with the Thai Thai Food Trailer for the fact that this is a specific type of cuisine that is not permanently being offered in Custer. We want to give people one more reason to enjoy Custer a little longer.

We appreciate you taking the time to consider this variance.

Respectfully,



Bobbi Schmidt

South Dakota Outdoor Shop
757 Mt. Rushmore Rd
Custer SD 57730
605-450-9956 cell

Chapter 5.05

PEDDLING AND TRANSIENT MERCHANTS

Sections:

Article I. Peddling

- 5.05.010 Peddling from vehicles on streets.
- 5.05.020 Peddling in parks.
- 5.05.030 Definitions.
- 5.05.040 Transient merchant's and temporary use/structure license required.
- 5.05.050 Application.
- 5.05.060 Fee and duration of license.
- 5.05.070 Issuance.
- 5.05.080 Exemptions from license fees.
- 5.05.090 Special provisions.
- 5.05.100 Penalty.

Article I. Peddling

5.05.010 Peddling from vehicles on streets.

No person shall sell or offer for sale any goods or merchandise from a cart, wagon, automobile, truck or other vehicle in the streets or thoroughfares of the city except as hereinafter permitted. This section does not apply to the delivery of farm or garden products, where the order for it has been placed in advance, nor does it apply to drayage or the delivery of goods sold in the regular course of an established business. Nothing in this section shall prohibit the city from entering into a contract for the sale of ice cream and sundries for immediate consumption agreed to by common council. (Ord. 707 (part): 2011; Ord. 541 (part), 2001)

5.05.020 Peddling in parks.

It is unlawful for any transient merchant, peddler or any other person, except a person occupying a portion of the park under a valid concession agreement, to sell or offer to sell, to any person within any municipal park of the city, any goods, wares, merchandise, books, pictures, novelties, services, souvenirs or trinkets or any other article of commerce and trade, including goods of his own production or manufacture. (Ord. 541 (part), 2001)

Article II. Licensing of Transient Professional People and Merchants and Temporary Uses and Structures

5.05.030 Definitions.

For the purposes of this section:

5.05.030

"Transient merchant" means any person, firm, corporation, partnership or association not having an operating place of business within the city who, for one to twelve (12) days, engages in temporary or transient business in the city, selling goods, wares, merchandise or services or a permanent business person, firm or corporation which is located within the city limits who, for one to twelve (12) days, is selling such goods, wares, merchandise or services, away from his or her or its usual operating place of business and who, for the purpose of carrying on such business, hires, leases or occupies any public or private property or right-of-way. Excluded herefrom, however, are farmer's markets retailing merchandise or products of the person's own manufacture or production (SDCL 9-34-7) and the sale of fruits, vegetables or farm or garden products in their natural state. The person, firm or corporation so engaged shall not be relieved from the provisions of this section by reason of association with any local dealer, trader, merchant or auctioneer, or by conducting such temporary or transient business in connection with or as a part of or in the name of any local dealer, trader, merchant or auctioneer.

"Year" means a twelve (12) month period.

"Business" means the activity of buying and selling.

"Operating" means functioning in business on a year-round basis.

"Temporary use and structure" means any use or structure that is not located in a permanent structure and is not the primary use of the property. (Ord. 739, 2014; Ord. 707 (part), 2011; Ord. 574 (part), 2002; Ord. 541 (part), 2001)

5.05.040 Transient merchant's and temporary use/structure license required.

A. Any firm, person or corporation which intends to operate a temporary business or temporary use/structure within the corporate limits of the city and is located on property that is either zoned central business district, highway commercial district or industrial district shall be required to purchase a transient merchant's license for each structure, stand, tent, vehicle, booth, location or place which is used by such merchant for the sale or distribution of goods or any other commercial activity and which occupies any public or private property or right-of-way. The person so engaged shall not be relieved from the provisions of this section by reason of association with any local operating business, dealer, trader, merchant or auctioneer, or by conducting such temporary or transient business in connection with, or as a part of or in the name of any local dealer, trader, merchant, auctioneer or business.

B. The transient merchant/temporary use license must be posted in each individual stand during operation. (Ord. 574 (part), 2002; Ord. 541 (part), 2001)

5.05.050 Application.

A. To obtain a license, a transient merchant/temporary use shall file, in the office of the city finance officer, a verified application stating his or her name, and residence, description and identification of the place in which he or she proposes to do business, dates of operation, name, address and phone number of the owner and the description of the goods he or she intends to handle.

B. Upon application, all transient merchants/temporary use must provide proof that all applicable requirements of the Custer Municipal Code, South Dakota Department of Revenue, South Dakota Department of Health, South Dakota Electrical Code and the South Dakota State Plumbing Code for licensing, plumbing and electrical are being met.

C. All transient merchants/temporary uses shall contain approved toilet facilities or shall have contracted with the owners of permanent toilet facilities within three hundred (300) feet for employee access to the facilities or access to temporary sanitation facilities approved by the public works director or designee. Operations that include prepared foods or beverages shall provide or have contracted for access to approved toilet facilities by customers of the business.

D. All transient merchants/temporary uses shall be located outside of clear sight triangles at streets, alleys and driveways. The leg of a clear sight triangle along a public street shall be seventy (70) feet in length. The leg of a clear sight triangle along an alley or driveway shall be twenty-five (25) feet in length.

E. Each temporary business may display one sign to advertise the business. The sign shall be in compliance with the Custer sign code, except that the sign may be no larger than sixteen (16) square feet. (Ord. 574 (part), 2002: Ord. 541 (part), 2001)

5.05.060 Fee and duration of license.

A. Transient merchants/temporary use shall pay a license fee for each twelve consecutive day period, or portion thereof, in any calendar year. Such fee shall be set by resolution of the city council. The finance officer shall note on the license the time period for which it is effective.

B. A business may purchase only two (2) transient merchant's/temporary use licenses per location per twelve-(12) month period. (Ord. 574 (part), 2002: Ord. 548 (part), 2001: Ord. 541 (part), 2001)

5.05.070 Issuance.

A. On filing the application and payment of the fee prescribed in this section, the finance officer shall issue a license to the applicant to do business at the place described in the application, and for the time which the license fee has been paid in advance. (Ord. 574 (part), 2002: Ord. 541 (part), 2001)

5.05.080 Exemptions from license fees.

All vendors as defined in Section 5.05.030 shall be required to obtain a transient merchant's license in accordance with Sections 5.05.040, 5.05.050, and 5.05.060. The following vendors, however, shall be exempted from any fees for such license:

A. Sales where the proceeds are to be used exclusively for religious, charitable or benevolent purposes. Written proof of charitable, nonprofit status as declared by the IRS (i.e., 501(c)(3) documentation) must be presented during application;

B. Sale to wholesale or retail merchants, by sample, for future delivery made by representatives or established wholesalers or manufacturers;

C. The distribution of goods for which there is no charge. All persons, firms or corporations distributing goods or performing a service for which there is no charge, shall be required to register with the city finance officer, their name, address, location of such distribution or service and goods which he or she or it is distributing or service which they are performing. (Ord. 707 (part), 2011: Ord. 574 (part), 2002: Ord. 548 (part), 2001: Ord. 541 (part), 2001)

5.05.090

5.05.090 Special Provisions.

The following vendors/uses shall have the following specific regulations.

A. Carnival or Circus. In any nonresidential district, a transient merchant permit may be issued for a carnival or circus but the permit shall be issued for a period not longer than twelve (12) days. The use shall set back from all residential districts a distance of not less than one hundred (100) feet. All provisions of this code shall be met.

B. Christmas Tree Sale. In any district, a transient merchant permit may be issued for the display and open-lot sales of Christmas trees, but the permit shall be issued for a period of time commencing no earlier than the third Saturday of November and ending prior to December thirty-first of that year.

C. Temporary Contractor's Buildings. In any district, a transient merchant/temporary use permit may be issued for a contractor's temporary office and equipment sheds incidental to a construction project. The office or shed shall not contain sleeping or cooking accommodations. The permit shall be valid for the duration of the construction period. The office or shed shall be removed upon completion of the construction of the structure(s);

D. Any proposed transient merchant or temporary use/structure that does not meet the criteria as established by this article may be allowed as a permitted conditional use when approved by the community development director or designee. (Ord. 739, 2014; Ord. 574 (part), 2002)

5.05.100 Penalty.

A. Any person, firm and/or corporation violating this chapter or any state laws may be subject to license revocation upon written notice of such violation.

B. Violation of this chapter constitutes a Class II misdemeanor. (Ord. 574 (part), 2002; Ord. 541 (part), 2001)

Laurie Woodward

From: Heather Grace <heather.grace@KTLLP.com>
Sent: Thursday, April 23, 2020 4:16 PM
To: Laurie Woodward
Subject: Senior Parade Request

Laurie,

One of the options we are looking at doing to honor our seniors this year because of the pandemic is having a parade on May 16th at 2:00 pm. The route would be from the high school by elementary traveling to Lynns and down main street to the old court house to left on 4th street to Washington then left on back to Lynns. We would like to get approval from the city to do this parade in place of the graduation ceremony that would normally take place on this day. We will encourage social distancing and there will be no candy thrown. I know this needs to be added to the agenda.

Heather Grace

Associate

Ketel Thorstenson, LLP

Direct: (605) 673-3220

Office: (605) 342-5630

Fax: (605) 342-2172

e-mail: heather.grace@ktllp.com



Ketel Thorstenson, LLP

ATTORNEYS AT LAW • ACCOUNTANTS • BUSINESS CONSULTANTS

810 Quincy Street • Rapid City, SD 57701

ktllp.com



PRIVILEGED AND CONFIDENTIAL: This communication and any accompanying documents are confidential and privileged. They are intended for the sole use of the addressee. If you receive this transmission in error, you are advised that any disclosure, copying, distribution, or the taking of any action in reliance upon this communication is strictly prohibited. Moreover, any such disclosure shall not compromise or waive the attorney-client, accountant-client, or other privileges as to this communication or otherwise. If you have received this communication in error, please contact me at the above email address. Thank you.



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

Staff Report

Request: Minor Plat, Showers Tr and Schmitz Tr of Sunset Sub
Applicant: William and Tami Showers
Location: Sunset Lane just North of the Custer County airport
Legal Desc.: Showers Tr and Schmitz Tr of Sunset Sub
Fee: \$150.00
Date Prepared: April 30, 2020
City Council Meeting: May 4th, 2020
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. Private wells and septic systems serve the parcels. The plat is performing a lot line adjustment between proposed Showers Tract and Schmitz Tract in order to allow additional setback to structures on proposed Showers Tract. The lot line between the proposed Showers Tract and Schmitz Tract has been shifted east 90' making proposed Showers Tract 3.38 acres and proposed Schmitz Tract 2.00 acres.

COMPREHENSIVE PLAN

The comprehensive plan identifies this area as countryside residential.

ACCESS

Access to the subdivision is gained via Sunset Lane which is accessed directly from US Highway 385. Sunset Lane provides adequate access per Custer County Ordinance #2 as a 66' easement does exist. Sunset Lanes Contains 35' easement on the adjacent north properties and 31' on the adjacent south properties.

PREVIOUS ACTION BY PLANNING COMMISSION

The Planning Commission reviewed this plat at their March 24th meeting. After a brief discussion Commissioner Mills moved, with a second by Commissioner Olson to recommend approval of the minor plat by the Council. Mill motion carried will Johnson, Olson, Mills, and Moore all voting yes.

SUMMARY AND STAFF RECOMMENDATION

The proposed non-subdivision plat is presented as a non-subdivision plat to create a more desirable lot line for the property owners. In staffs review the setback of the house on proposed Schmitz Tract appears to remain compliant with County standards (15').

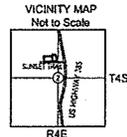
Staff supports approval of the minor plat by the Council. Due to a planned sale of the property all vested property owners have not yet signed the plat. Staff recommends Council approves and authorizes the Mayor to sign contingent upon closing of the sale and all vested property owners signing.

A PLAT OF SHOWERS TRACT AND SCHMITZ TRACT OF SUNSET SUBDIVISION, LOCATED IN NW1/4 SECTION 2, T4S, R4E, BHM, CUSTER COUNTY, SOUTH DAKOTA Formerly Lot GG and LOT HH-1

(B)
3/19/20

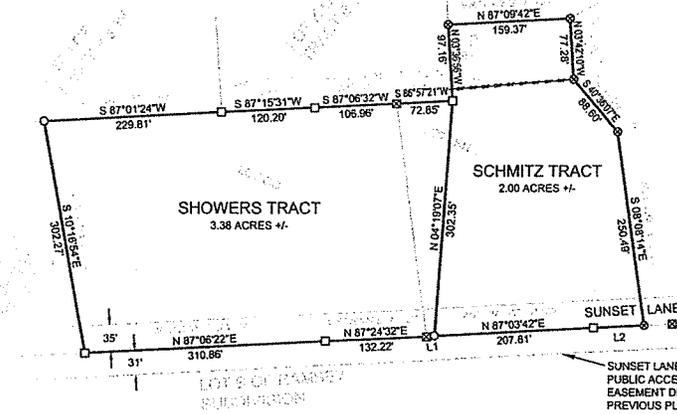
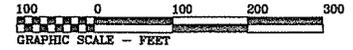
NOTE: For a plat of Lot HH-1 of Sunset Subdivision see Book 12 of plats on page 474.

NOTE: For a plat of Lot GG of Sunset Subdivision see Book 12 of plats on page 90.



BASIS OF BEARING - GPS OBSERVATION
taken N 87°04'26"E 186.49' from the Southeast corner of Schmitz Tract.
OPUS STATIC SOLUTION NAD83(2011)
LAT: 43°44'07.83200"
LONG: -103°35'24.37463"

Course	Bearing	Distance
L1	S 83°01'20" W	9.94'
L2	S 87°07'43" W	66.46'



LEGEND

- ☒ Found rebar w/aluminum cap marked "ANDERSEN PLS 2842"
- ⊙ Found rebar w/aluminum cap marked "BUCKHORN RLS 4896"
- Found rebar w/aluminum cap marked "BRYANT LS 2196"
- Found rebar
- Slant lettering denotes record calls

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

No area of special flood hazard exists within this subdivision according to Flood Hazard Insurance Rate Map Panel No. 46033C0425F, effective date: Jan. 6, 2012.

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 ___, 2020.

John D. McBride SDRLS No. 5906

STATE OF _____, COUNTY OF _____

We, Mark Hartman, and Cheryl Hartman do hereby certify that we are the owners of the within described lands and that the within plat was made at our direction for the purposes indicated therein, and that the development of this land shall conform to all existing zoning, subdivision, and erosion and sediment control regulations.

Dated this ___ day of ___, 2020.

Mark Hartman

Cheryl Hartman

ACKNOWLEDGMENT OF OWNERSHIP

STATE OF _____, COUNTY OF _____
On this ___ day of ___, 2020 before me, a Notary Public, personally appeared Mark Hartman, and Cheryl Hartman, 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 _____

STATE OF _____, COUNTY OF _____

I, Karen K. Schmitz, 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 ___, 2020.

Karen K. Schmitz

ACKNOWLEDGMENT OF OWNERSHIP

STATE OF _____, COUNTY OF _____
On this ___ day of ___, 2020 before me, a Notary Public, personally appeared Karen K. Schmitz, 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 _____

STATE OF SOUTH DAKOTA, COUNTY OF FALL RIVER

Showers Real Estate Holdings, 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 ___, 2020.

President of Showers Real Estate Holdings, LLC

ACKNOWLEDGMENT OF OWNERSHIP

STATE OF SOUTH DAKOTA, COUNTY OF FALL RIVER
On this ___ day of ___, 20___, before me, the undersigned officer, personally appeared _____ who acknowledged him/herself to be the President of Showers Real Estate Holdings, LLC, a corporation, and that he/she, 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 him/herself as President.

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

Notary Public _____ My commission expires _____

OFFICE OF THE REGISTER OF DEEDS

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

Custer County Register of Deeds

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 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.

Highway Authority _____ Date: _____

CERTIFICATE OF COUNTY TREASURER

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

Dated this ___ day of ___, 2020.

Custer County Treasurer

CERTIFICATE OF COUNTY DIRECTOR OF EQUALIZATION

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

Dated this ___ day of ___, 2020.

Director of Equalization of Custer County

RESOLUTION OF THE CITY COUNCIL

Whereas there has been presented to the City Council of Custer, South Dakota, the within plat of the above described lands, and it appearing to the Council that said plat conforms to the existing plats of said City, that the 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 ___, 2020

Mayor _____

CERTIFICATE OF CITY FINANCE OFFICER

I, Finance Officer of the City of Custer, South Dakota, do hereby certify that the foregoing instrument is a true and correct copy of the resolution adopted by the City Council of Custer, South Dakota at a meeting held on the ___ day of ___, 2020.

Custer City Finance Officer

ANDERSEN ENGINEERS
Land Surveyors, Professional Engineering, & Environmental Consultants

Drawn by RVV	Date 2/26/2020	P.O. Box 446 Edgemont, SD 57735 (605)-462-5500
Approved by McB	Date 2/28/2020	andersenengineers@gvtc.net
Scale 1"=100'	Sheet 1 of 1	File Name: LOT_G_SUNSET



April 14, 2020

City of Custer City
ATTN: City Council
622 Crook Street
Custer, SD 57730

Dear Custer City Council Members:

The Custer Area Chamber of Commerce would like to request the use of Way Park for the Custer Farmer's Market on Saturdays 8 am to 1 pm June through October.

This is an event where our local farmers and crafters can bring their homegrown and homemade products to display and sell to the community. They will have their own booths to set up and take down, so there will be no set up required by the City.

The Custer Area Chamber of Commerce does insure this event every year and will have insurance on it again this year. Please let me know if there is any other information needed to get your approval, thank you.

Dolsee Davenport

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

CUSTER AREA CHAMBER OF COMMERCE

PO Box 5018 | 615 WASHINGTON STREET, CUSTER, SD 57730 | (605) 673-2244
WWW.CUSTERSD.COM | INFO@CUSTERSD.COM | FAX: (605) 673-3726

RECEIVED

APR 30 2020

CITY OF CUSTER

Custer Farmers Market
Requests the use of Way Park
from the beginning of June through End of October
Saturdays 8:00 - 12:30

Corona Virus Health Recommendations

Sign at the entrance of Park about Social Distancing

Booths 6 ft apart

Each booth has an empty table in front
and products on a table in back.

Each customer 6 ft apart comes to the front
table, orders what they want, then it is
bagged by the vendor and paid for at front table

Each booth would have sanitizer for customer
and vendor to use. Spray Sanitizers for table

Vendors will be asked to consider wearing masks

Customers will have the option to preorder
from a vendor

We are open to other recommendations that
the city would require now and in
the future.

Gordon L. Clewland

673-5230

Prepared by: Corey Virtue
Black Hills Power, Inc.
25153 Little Teton Road
Custer, SD 57730
605-858-7013

WR# _____

ELECTRIC EASEMENT-OH/UNDERGROUND

THIS EASEMENT is made and entered into this _____ day of _____, 20___, by and between City of Custer City "GRANTOR", and Black Hills Power Inc., "GRANTEE".

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and perpetual easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace an electric power line with poles, wires, and associated equipment, and all necessary attachments, appurtenances, buried cables or wires, surface terminals, surface markers, transformer pads or vaults, and associated equipment, together with the power to extend to any communications company the right to use the right to use any pole placed pursuant to the provisions hereof, upon, and across that certain piece of real estate hereinafter described. The within grant shall include the right to trim and remove or control by other means any trees or vegetation along said lines where necessary to secure a clearance from conductors of at least 10 feet on either side of power line; the right to install and maintain anchors and guy wires when reasonably necessary which may lie outside of right of way. This easement shall run with the land.

The real estate above referred to is specifically described and/or depicted as follows: **SEE EXHIBIT "A"**

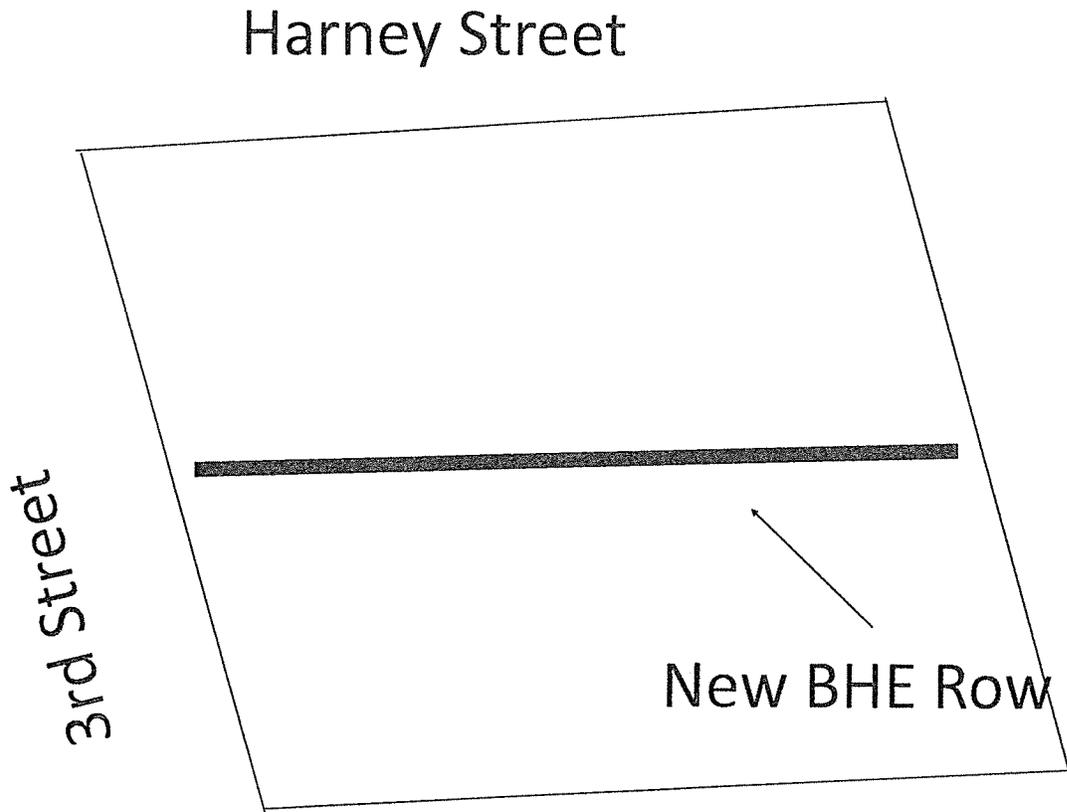
This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety, operation or maintenance of said lines, and provided further that no structure shall be constructed under or near the lines without written permission from Grantee.

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by its failure to use due care in the exercise of the right granted hereunder.

"Exhibit A"

All of Block 32 + 25' of Vac 3rd + 25' of Vac Harney + 25' of Vac Crook St and W 50' of Vac 4th.



Note: Centerline of the Power Line as Constructed will be the Centerline of the Easement.

AFLAC, Insurance, \$749.14
Amazon.com, Supplies, \$24.43
Battle Mountain Humane Society, Animal Control Contract, \$1,000.00
Beesley Law Office, Professional Fees, \$6,569.00
Black Hills Energy, Utilities, \$2,236.10
Black Hills Gravel, Supplies, \$5,079.99
California State Disbursement, Deduction, \$115.38
Century Business Products, Supplies, \$105.14
Custer DoIt Best, Supplies, Repairs & Maintenance, \$38.58
Dacotah Bank, Loan Payment, \$8,337.63
Delta Dental, Insurance, \$212.00
Discovery Benefits, Supplies, \$1,273.06
EFTPS, Taxes, \$11,881.71
Environmental Equipment & Services, Repairs & Maintenance, \$516.57
Express Collecitons, \$18.92
Golden West Telecommunications, Utilities, \$517.84
Golden West Technologies, Professional Fees, \$755.50
Hawkins, Supplies, \$5,946.98
Hillyard, Supplies, \$65.55
Holiday Inn – Spearfish, Travel & Conference, \$335.00
Iso Pure Water, Repairs & Maintenance, \$28.69
J & M Lawncare, Cemetery Caretaker Contract, \$5,250.00
Ketel Thorstenson, Professional Fees, \$14,326.86
Kothe, Rick, Reimbursement, \$1,000.00
Log Mein Go to Meeting, Supplies, \$51.12
Lawrence & Schiller, BID Advertising, \$5,955.03
Michael Todd, Supplies, \$1,475.00
NBS Calibrations, Repairs & Maintenance, \$193.00
Petty Cash, Supplies, \$322.12
Piedmont Cutting Edge Meat Market, Professional Fees, \$4,350.00
Sanders Sanitation, Garbage Collection Contract, \$13,253.23
SDARWS, Repairs & Maintenance, \$100.00
SD Department of Revenue, Supplies, \$150.00
SD Retirement System, \$5,939.48
Supplemental Retirement, \$670.00
The Hartford, \$59.54
Verizon Wireless, Supplies, \$440.97
Vector Solutions, Supplies, \$50.92
Wellmark, Insurance, \$12,471.58
YMCA, Membership, \$84.00
Granite Building Services, Utility Refund, \$30.91
Mayor & Council, \$4,665.00
Finance Department, \$4,414.80
Public Building Department, \$2,523.20
Planning Department, \$7,361.22
Public Works Department, \$2,684.82
Street Department, \$6,122.74
Cruisin Department, \$153.44
Parks Department, \$4,653.10
Water Department, \$12,057.84
Wastewater Department, \$12,063.70
Total Claims \$168,680.83

