

All City Council Meetings are recorded.

**CITY OF CUSTER CITY
COUNCIL AGENDA**

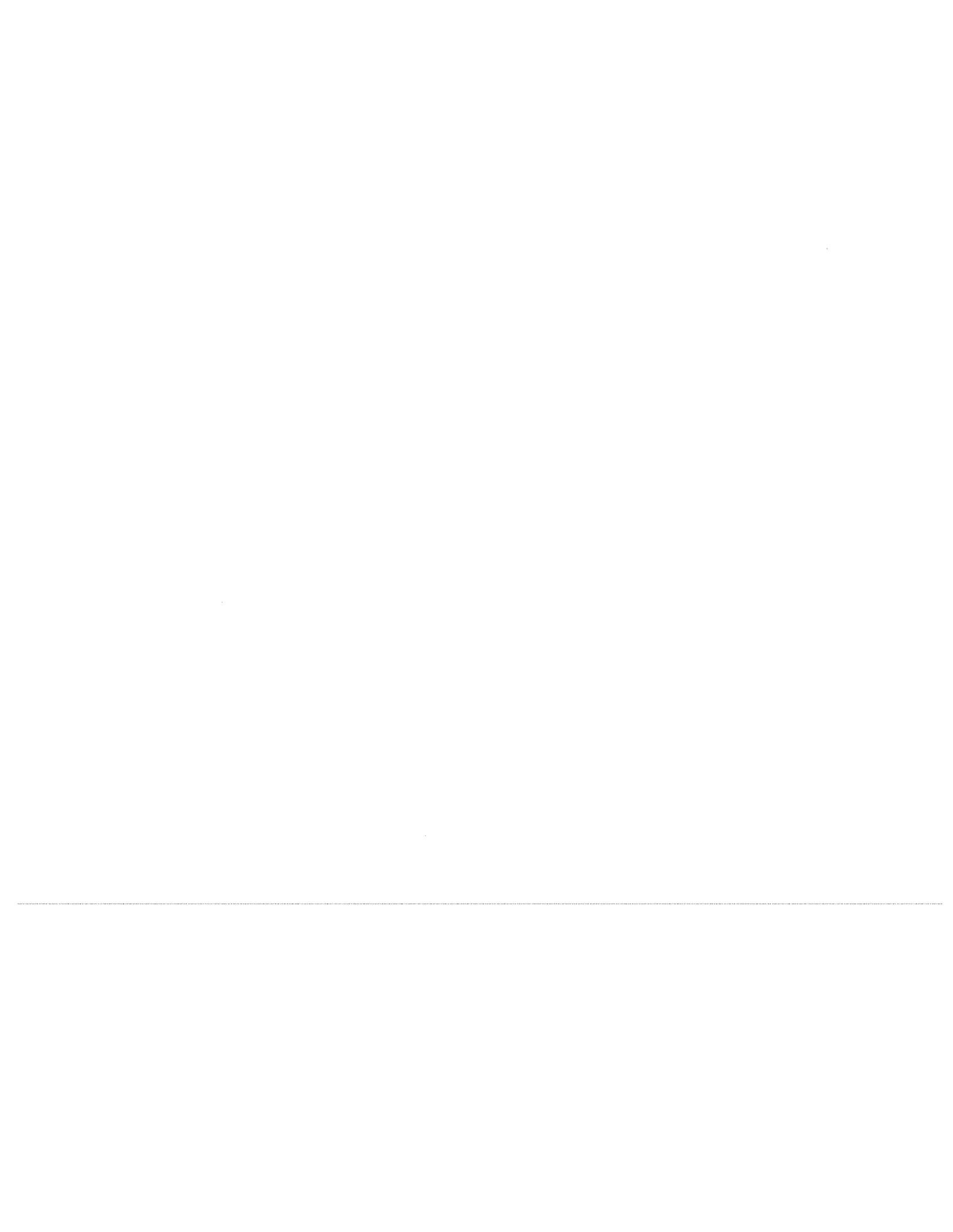
**September 16th, 2019 – City Hall Council Chambers
5:30 P.M.**

1. Call to Order - Roll Call - Pledge of Allegiance
2. Approval of Agenda
3. Approval of Minutes – September 3rd, 2019 Regular Meeting
4. Declaration of Conflict of Interest
5. Public Hearings - Public Presentations
 - a. Second Reading – Ordinance #826 – Appropriation Ordinance Fiscal Year 2020
 - b.
 - c.
 - d.
6. Public Comments (3-minute max. per person, with total public comment period not to exceed 15 minutes)
7. Old Business
 - a.
 - b.
8. New Business
 - a. Summer Music Event Request – Van Arp
 - b. Preliminary Plat – Akers Subdivision
 - c. Minor Plat – Hendrickson Subdivision
 - d. 2020 Chamber Lease Agreement
 - e. Law Enforcement Contract with Custer County
 - f. 2020 Animal Control Contract with Battle Mountain
 - g. Temporary Maintenance Agreement with East Custer Sewer District
 - h. Health Insurance Policy
 - i. Parade Request – Custer School District Homecoming
 - j.
9. Presentation of Claims -
10. Department Head Discussion & Committee Reports –
11. Possible Executive Session – Personnel, Proposed Litigation, & Contract Negotiations (SDCL 1-25-2(1,2,3,4,5))
12. Adjournment

REMINDERS

- Park & Recreation Committee Meeting – September 17th, 2019 5:30 P.M.**
Public Works Committee Meeting – October 7th, 2019 4:30 P.M.
Regular City Council Meeting – October 7th, 2019 5:30 P.M.
Planning Commission Meeting – October 8th, 2019 5:00 P.M.
General Government Committee Meeting – October 15th, 2019 4:30 P.M.
Regular City Council Meeting – October 21st, 2019 5:30 P.M.

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



**CITY OF CUSTER CITY
COUNCIL PROCEEDINGS- REGULAR SESSION
September 3rd, 2019**

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

AGENDA

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

MINUTES

Councilperson Ryan moved, with a second by Councilperson Whittaker, to approve the minutes from the August 19th regular council meeting. The motion unanimously carried.

CONFLICTS OF INTEREST

No conflicts of interest were stated.

PUBLIC HEARING – SPECIAL WINE LICENSE TO ORGANIZATION – CUSTER SENIOR CENTER

Councilperson Blom moved to approve the Custer Senior Center's request for Special Wine License to Organization for September 6th and 13th for the Custer Senior Center Dinner Play Event. Seconded by Councilperson Whittaker, the motion unanimously carried.

FIRST READING – ORDINANCE #826 – APPROPRIATION ORDINANCE FISCAL YEAR 2020

Councilperson Fischer moved to approve Ordinance #826, Appropriation Ordinance Fiscal Year 2020. Seconded by Councilperson Nielsen, the motion unanimously carried.

RESOLUTION #09-01-19A – PARADE REQUEST STIPULATIONS

Councilperson Nielsen moved to adopt Resolution #09-03-19A, Parade Request Stipulations. Seconded by Councilperson Moore, the motion unanimously carried.

RESOLUTION # 09-03-19A

WHEREAS, the Common Council of the City of Custer City has expressed some concerns with parade safety; and

WHEREAS, the Common Council has determined that a parade request form shall be created to gather more information from parade requesting entities; and

WHEREAS, the Common Council of the City of Custer City has determined that the following six stipulations shall be put in place for parade request.

- 1) Drugs and alcohol shall not be consumed on the parade route.
- 2) No candy, prizes, promotional items, etc, shall be thrown from any parade float or vehicle. Such items shall be handed out to the onlookers by walkers, with enough distance from the floats that onlookers do not have to enter the roadway to retrieve them.
- 3) Participants shall not spray liquids at the crowd.
- 4) Each parade participating group must be responsible not only for their own safety and must also take precautions to ensure the safety of their float, participants and the public audience around them.
- 5) Vehicle drivers are solely responsible for the safe operation of their vehicle. Each float/truck driver must be the holder of a valid driver's license and must have valid auto liability coverage in force.
- 6) Participants with horses or animals of any kind shall provide personnel to perform immediate excrement removal.

IT IS NOW THEREFORE RESOLVED that the above six stipulations shall be incorporated into a parade request form to be updated as needed by City staff.

Dated this 3rd day of September 2019

City of Custer City

S/Corbin Herman, Mayor

Attest: Laurie Woodward, Finance Officer

PUBLIC COMMENTS

No public comments were received.

2020 CUSTER AREA CHAMBER OF COMMERCE BUSINESS DIRECTORY – CHRONICLE

Councilperson Nielsen moved to approve a half page ad in the 2020 Custer Area Chamber of Commerce Business & Membership Directory and augmented reality app for \$775. Seconded by Councilperson Blom, the motion carried with Councilperson Blom, Whittaker, Moore, Fischer, Nielsen and Ryan voting yes.

SOCCER GOALS FOR YMCA – PARK, RECREATION & FORESTRY BOARD

Councilperson Blom moved to approve giving the Custer YMCA \$2,500 from Park, Recreation & Forestry Board budget to be used to purchase 2 soccer goals to replace those damaged by the flood. Seconded by Councilperson Moore, the motion carried with Councilperson Whittaker, Moore, Fischer, Nielsen, Ryan and Blom voting yes.

BIG ROCK TRAIL MAINTENANCE – CUSTER AREA TRAILS AND PARK, RECREATION & FORESTRY BOARD

Jayne Severyn, Park, Recreation and Forestry Board member and Charley Neff, Custer Area Trails Group, presented Council with their offer for the Custer Area Trails Group which has offered to perform maintenance on the Big Rock Park Trail. Councilperson Fischer moved to approve the Custer Area Trails Group, in cooperation with the Custer City Public Works Department, to perform maintenance on the Big Rock Park Trail. Seconded by Councilperson Nielson, the motion unanimously carried.

FENCE REPAIR/INSTALLATION QUOTE

Councilperson Whittaker moved to approve the quote from The Fence Company for \$31,845.45 to repair and install new fence that was damaged by the flood. Seconded by Councilperson Moore, the motion carried with Councilperson Moore, Fischer, Nielsen, Ryan, Blom and Whittaker voting yes.

FLOOD REPAIR EXPENDITURES

Councilperson Fischer moved to authorize the Mayor to approve up \$30,000 in flood related expenditures as they are needed. Seconded by Councilperson Moore, the motion unanimously carried.

APPOINTMENT OF ADDITIONAL ASSISTANT CITY ATTORNEY

Councilperson Fischer moved to approve the appointment of Terri Williams as additional Assistant City Attorney to assist in various matters at the same rate as Attorney Chris Beesley. Seconded by Councilperson Blom, the motion unanimously carried. Attorney Williams took her oath of office by phone.

CLAIMS

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

Advanced Drug, Safety, \$26.00
Aflac, Insurance, \$746.47
Audio Video Solutions, Repairs and Maintenance, \$812.26
Battle Mountain Humane Society, Animal Control Contract, \$1,000.00
Beesley Law Office, Professional Fees, \$1,104.50
Black Hills Energy, Utilities, \$2,905.62
California State Disbursement, Deduction, \$92.30
Century Business Product, Supplies, \$252.73
Custer Do It Best, Supplies, \$162.50
Dacotah Bank, TIF #2 Payment, \$1,522.66
Delta Dental, Insurance, \$212.00
DGR Engineering, Professional Fees, \$4,974.50
Discovery Benefits, Supplies, \$1,526.92
EFTPS, Taxes, \$13,942.55
General Lee Collections, Deposit Refund, \$100.00
Green Owl Media, Professional Fees, \$1,170.00
Hawkins, Supplies, \$149.13
Hills Septic Service, Professional Fees, \$840.00
J & M Lawncare, Cemetery Contract, \$5,000.00
KLJ, Professional Fees, \$4,024.70
Lawrence & Schiller, BID Board, \$123,957.37
Mt View Church, Deposit Refund, \$100.00
Petty Cash, Supplies, \$409.83

Power House, Supplies, \$302.11
Rainbow Rock Art, Deposit Refund, \$100.00
Rapid Fire Protection, Professional Fees, \$181.00
Simon Materials, Capital Improvements, \$639.47
Sanders Sanitation, Garbage Collection Contract, \$14,101.88
Scott, Brett, Reimbursement, \$48.82
SD Retirement System, \$6,868.86
Supplemental Retirement, \$670.00
Torain Customs, Deposit Refund, \$100.00
USA Bluebook, Repairs & Maintenance, Supplies, \$148.98
Urad Leather, Deposit Refund, \$100.00
Wellmark, Insurance, \$12,754.93
Wright Express, Supplies, \$1,385.23
Jenny Ferraro, Utility Refund, \$103.90
Mayor & Council, \$4,532.00
Finance Department, \$4,317.48
Planning Department, \$6,961.22
Public Works Department, \$3,805.25
Street Department, \$9,278.85
Cruisin Department, \$148.96
Parks Department, \$7,330.42
Water Department, \$14,271.66
Wastewater Department, \$14,030.75
Total Claims, \$267,213.81

DEPARTMENT HEADS & COMMITTEE REPORTS

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

ADJOURNMENT

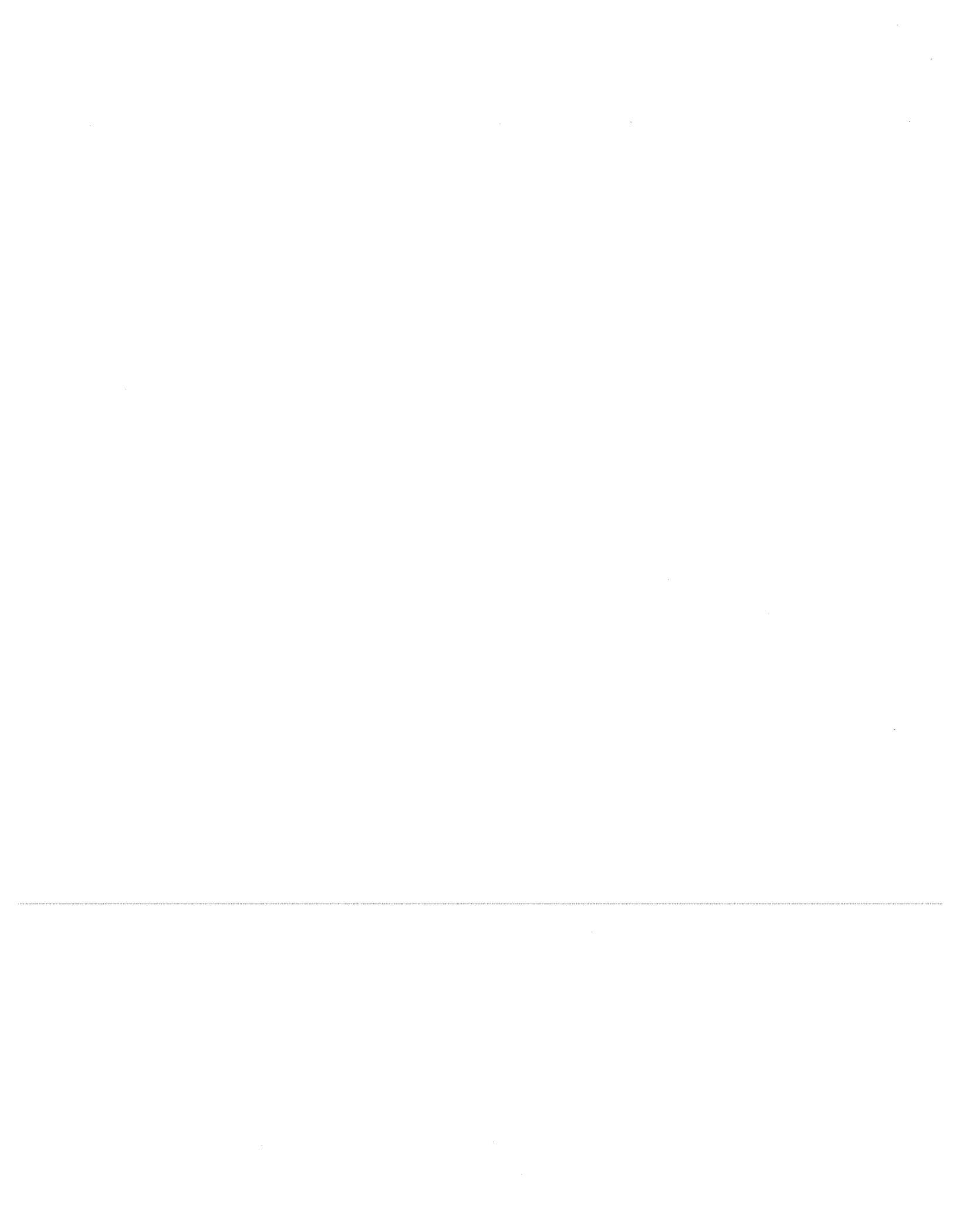
With no further business, Councilperson Ryan moved to adjourn the meeting at 6:15 p.m. Seconded by Councilperson Moore, the motion carried unanimously.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward
Finance Officer

Corbin Herman
Mayor



APPROPRIATION ORDINANCE NO. 326

FISCAL YEAR 2020

CUSTER CITY, SOUTH DAKOTA

AN ORDINANCE MAKING APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2020, AND ENDING DECEMBER 31, 2020, AND LEVYING THE PROPERTY TAX IN THE YEAR 2020.

Section I: BE IT ORDAINED BY THE COMMON COUNCIL OF CUSTER CITY, SOUTH DAKOTA that the following sums are appropriated to meet the obligations of the municipality.

	General Fund	BID Fund	Debt Service TIF Fund	Promotion Fund	Cemetery Fund
Governmental Funds					
410 General Government					
411 Legislative	105,140				
411.5 Contingency	30,000				
413 Election	1,200				
414 Financial Administration (Finance & Attorney)	180,275				
419 Other (Public Bldgs, Planner)	3,678,354			46,000	
Total General Government	<u>3,994,969</u>				
420 Public Safety (Public Safety, Law Enforcement, Fire Dept.)	534,000				
430 Public Works					
431 Highway & Streets (Engineering, Public Works, Streets)	1,080,010				
437 Cemetery	<u>37,450</u>				
Total Public Works	1,117,460				
440 Health & Welfare					
444 Humane Society	12,560				
447 Hospital	<u>347,000</u>				
Total Health & Welfare	359,560				
450 Culture & Recreation					
451 Recreation (Cruisin, Rec., Swimming)	126,415				
452 Parks	<u>517,960</u>				
Total Culture & Recreation	644,375				
465 Economic Development (Promoting the City)	39,000	160,000		210,800	
470 Debt Service			240,000		
TOTAL 2020 APPROPRIATIONS	6,689,364	160,000	240,000	256,800	
Committed for Capital Replacement Ordinance #722					
TOTAL APPROPRIATIONS & ACCUMULATIONS	6,689,364	160,000	240,000	256,800	

The following designates the fund or funds that money derived from the following sources is applied to.

	General Fund	BID Fund	Debt Service TIF Fund	Promotion Fund	Cemetery Fund
Governmental Funds					
Unassigned Fund Balance/Cash Applied	3,575,563	-	-	-	-
310 Taxes	2,684,900	160,000	240,000	256,000	
320 Licenses and Permits	67,700				
330 Intergovernmental Revenue	7,000				
335 State Shared Revenue	93,801				
340 Charges for Goods and Services	8,700				
345 Health (Animal Control)	200				
346 Culture & Recreation (Cruisin)	4,200				
348 Cemetery	4,500				6,000
350 Fines and Forfeits	150				
360 Miscellaneous Revenue	25,650			800	500
368 Liquor Operating Agreement	200,000				
390 Other Sources	17,000				
TOTAL MEANS OF FINANCE	6,689,364	160,000	240,000	256,800	6,500

	Water Fund	Sewer Fund	Solid Waste Fund
Proprietary Funds			
Beginning Unrestricted Cash	675,000	245,000	165,000
Estimated Revenue	661,400	657,200	193,650
Total Available	1,336,400	902,200	358,350
Less Appropriations (Expenses)	919,155	845,516	193,650

Less Facility Replacement per ORD 603	-	58,360	-
ESTIMATED SURPLUS	<u>417,245</u>	<u>-1,676</u>	<u>164,700</u>

Section II: Summary of 2020 Appropriations

Enterprise Funds	1,958,321
Governmental Funds	<u>7,346,164</u>
Total 2020 Appropriations	<u>\$9,304,485</u>

Section III: That there is hereby levied upon all taxable property within the said City of Custer for the purpose of providing funds to meet the expenses and liabilities of said City, as hereinbefore set forth for the fiscal year of 2020 a tax sufficient to raise the following amounts, to wit:

For the General Fund	\$953,900
For Opt Out	<u>\$69,000</u>
TOTAL LEVY	\$1,022,900

Section IV: The City Finance Officer is hereby authorized and directed to certify said tax levy to the County Auditor of Custer County, State of South Dakota, to the end that the same may be spread and assessed as provided by law.

Dated this 16th day of September 2019.

ATTEST:

CITY OF CUSTER CITY

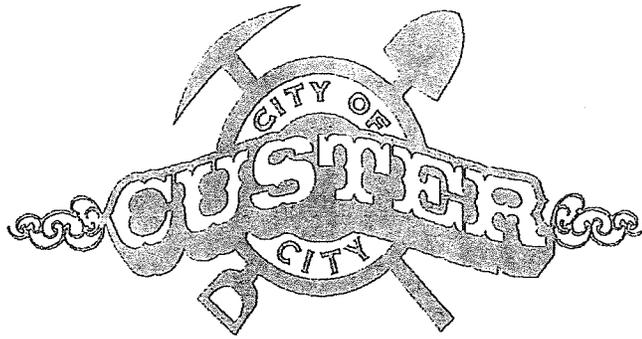
Laurie Woodward
Finance Officer
(SEAL)

Corbin Herman, Mayor

First Reading: September 3rd, 2019
Second Reading: September 16th, 2019
Publication: September 25th, 2019

Vote:

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



622 Crook Street
Custer, SD 57730

Laurie Woodward
Finance Officer

Phone: (605) 673-4824
Fax: (605) 673-2411

September 16, 2019

Custer County Auditor
420 Mt. Rushmore Road
Custer, South Dakota 57730

Re: 2020 Tax Levy Request

Dear Auditor,

I hereby certify the following to reflect the levy request for taxes collected in the year 2020 for the City of Custer City, pursuant to Ordinance No. 826:

For the General Fund	\$953,900
For Opt Out	\$ 69,000

Total Levy Request	\$1,022,900

Thank you,

Laurie Woodward
Finance Officer
Custer City

I hereby acknowledge receipt of the Custer City 2020 tax levy request.

County Auditor

Date

REQUEST TO BE ON AGENDA
CUSTER CITY COUNCIL MEETING

NAME: Van Arp PHONE #: 673-4090
ADDRESS: 25574 Veterans Tr.

RECEIVED

MEETING DATE: Oct. 7, 2019 SEP 10 2019

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.

CITY OF CUSTER

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

Possible funding for summer events in downtown Custer + Showmobile for 6/24-6/25/2020 + 8/21-8/22/2020 and sixth st. closed from Mt Rushmore Rd to alley on 6/24-6/25; Washington St. closed at 5th St. on 8/21-8/22

REASONS FOR ACTION (Give a detailed account for the reasons you feel the Council should take the above action. Please state the history behind the request and as much information supporting your request as you can. Attach additional sheets if necessary.):

Promote music in Custer in 2020; there will be further plans presented to increase traffic in Custer

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):

SIGNATURE Paul Arp DATE 9/10/19

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



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

Staff Report

Request: Preliminary Plat, Akers Subdivision
Applicant: Mark Wendell
Location: East side of Stagg Road, at the intersection of Stagg Road and US HWY 16
Legal Desc.: Tract Wendell 3, Tract Wendell 4, Tract Effertz 1 and Tract 4
Date Prepared: September 12, 2019
City Council Meeting: September 16, 2019
Prepared by Tim Hartmann, Planning Administrator

GENERAL

The Plat is for a lot line adjustment (non-subdivision) that is not within the corporate limits of the City of Custer but is subject to approval by the City under the 3-mile extraterritorial jurisdiction. Individual wells and wastewater systems serve the proposed Tract Wendell 4 and Tract Effertz 1. A well is installed on the proposed Tract Wendell 3. Access is from Stagg Road.

This plat will shift two lot lines involving the existing Tract Wendell 4 (40.00 acres), Tract Effertz (8.50 acres), Tract Wendell 1 (7.29 acres), and Lot 4 of Tract 1 (8.50 acres). Creating the proposed Tract Wendell 4, Tract Wendell 3, Tract 4 and Tract Effertz 1.

Note the plat under review is a lot line adjustment plat very similar to a recently filed plat but is presented as a preliminary plat rather than a minor plat. Per CMC no property involved or created by a minor plat shall be involved in a subsequent minor plat procedure for a period of one date from the filing of the original minor plat procedure. CMC 16.19.020

This property is in the county and has no zoning.

COMPREHENSIVE PLAN

The Comprehensive Plan identifies this area for Rural Residential development.

ACCESS

Existing access to the proposed Tract Wendell 4 and Tract Wendell 3 has been provided by Stagg Road.

The proposed Tract Effertz 1 and Tract 4 is accessed from Stagg Road, and then via a previously platted 50' Access Easement (Plat Book 9, page 193).

RECENT PREVIOUS PLAT IN THE AREA

A recent plat of the property was reviewed by the City and is filed in Plat Book 12 Page 776.

SUMMARY AND STAFF RECCOMENDATION

This plat is presented as a non-subdivision plat very similar to the recently approved plat. Staff supports approval of the preliminary plat by the City Council.

111
9/8/19

AKERS SUBDIVISION

PLAT OF TRACT WENDELL 3, TRACT WENDELL 4, TRACT EFFERTZ 1 AND TRACT 4
(FORMERLY TRACT WENDELL 1, TRACT WENDELL 2, TRACT EFFERTZ, TRACT LYLE-ROSE,
TRACT WENDELL REVISED, TRACT WENDELL, LOT 1, LOT 2, LOT 4 OF AKERS SUBDIVISION)
LOCATED IN THE NE1/4 SE1/4 AND SE1/4 NE1/4 OF SECTION 33, T3S, R4E, BHM
CUSTER COUNTY, SOUTH DAKOTA

LEGEND

- ⊠ CORNER SET THIS SURVEY REBAR WITH ALUMINUM CAP MARKED BUCKHORN SURVEYING R.L.S. 4895
- ▲ CORNER FOUND THIS SURVEY REBAR WITH ALUMINUM CAP MARKED BUCKHORN SURVEYING
- CORNER FOUND THIS SURVEY REBAR WITH ALUMINUM CAP MARKED BRYANT RLS 2196
- CORNER FOUND THIS SURVEY B.L.M./G.L.O. BRASS MONUMENT
- ⊕ POWER POLE
- P- CENTERLINE OF 20' POWER LINE EASEMENT

NOTE

FIRM PANEL 46033C 0400 F DATED JANUARY 06, 2012 INDICATES THERE IS NO PRESENCE OF A FLOOD HAZARD AREA WITHIN THE SUBDIVISION AREA REPRESENTED ON THIS PLAT

NOTE

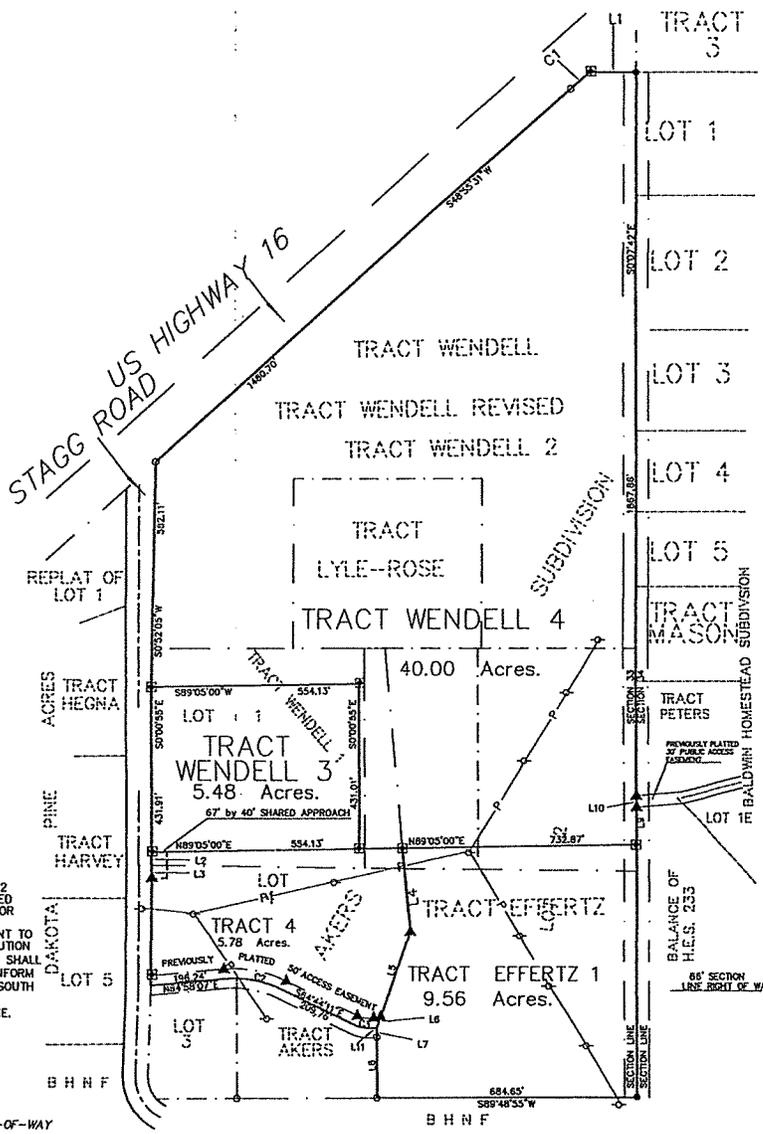
A 20' WIDE UTILITY EASEMENT SHALL EXIST CENTERED ON ALL SUBDIVISION LOT LINES NOT ADJACENT TO PUBLIC RIGHTS-OF-WAY OR UNPLATTED LAND AND ON THE INTERIOR SIDE OF LOT LINES THAT BORDER LAND THAT HAS NOT BEEN SUBDIVIDED, UNLESS OTHER SUITABLE UTILITY EASEMENTS HAVE BEEN SHOWN.

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.

NOTE

US HIGHWAY 16 IS A 120' PUBLIC RIGHT-OF-WAY STAGG ROAD IS A 66' DEDICATED PUBLIC ACCESS AND UTILITY EASEMENT AS PER SDCL 31-3-1.

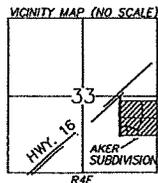


NOTE

TRACTS WENDELL 1, WENDELL 2, AND TRACT EFFERTZ OF AKERS SUBDIVISION ARE RECORDED IN PLAT BOOK 12 PAGE 776.
TRACTS WENDELL REVISED OF AKERS SUBDIVISION IS RECORDED IN PLAT BOOK 12 PAGE 683.
LOTS 1-4 OF AKERS SUBDIVISION ARE RECORDED IN PLAT BOOK 12 PAGE 259
TRACTS WENDELL AND LYLE-ROSE OF AKERS SUBDIVISION ARE RECORDED IN PLAT BOOK 11 PAGE 430.
TRACTS 1 AND AKERS OF AKERS SUBDIVISION ARE RECORDED IN PLAT BOOK 9 PAGE 193.

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	1°22'14"	66.14'	2764.79'	N50°23'05"E	66.14'
C2	24°7'13"	127.17'	300.00'	N76°52'48"W	126.22'
C3	35°11'50"	61.43'	100.00'	S82°20'06"E	60.47'

NUM	BEARING	DISTANCE
L1	N89°45'30"E	121.54'
L2	N0°07'42"W	34.09'
L3	N1°14'07"E	33.02'
L4	S6°43'41"E	213.62'
L5	S6°11'57"E	233.42'
L6	N20°03'07"E	28.86'
L7	N0°08'28"W	26.13'
L8	N0°08'28"W	155.89'
L9	S0°14'07"E	96.94'
L10	S0°14'07"E	30.07'
L11	N80°03'55"W	4.25'



AKERS SUBDIVISION

PLAT OF TRACT WENDELL 3, TRACT WENDELL 4, TRACT EFFERTZ 1 AND TRACT 4 (FORMERLY TRACT WENDELL 1, TRACT WENDELL 2 TRACT EFFERTZ, , TRACT LYLE-ROSE, TRACT WENDELL REVISED, TRACT WENDELL, LOT 1, LOT 2, LOT 4 OF AKERS SUBDIVISION) LOCATED IN THE NE1/4 SE1/4 AND SE1/4 NE1/4 OF SECTION 33. T3S. R4E, BHM CUSTER COUNTY, SOUTH DAKOTA

STATE OF SOUTH DAKOTA COUNTY OF CUSTER S.S.

WE DID AUTHORIZE AND DO HEREBY APPROVE THE SURVEY AND WITHIN PLAT OF SAID LAND. WE FURTHER CERTIFY THAT DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, AND SEDIMENT CONTROL REGULATIONS. OWNERS: ON THE 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

STATE OF SOUTH DAKOTA COUNTY OF CUSTER S.S.

WE DID AUTHORIZE AND DO HEREBY APPROVE THE SURVEY AND WITHIN PLAT OF SAID LAND. WE FURTHER CERTIFY THAT DEVELOPMENT OF THIS LAND SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, AND SEDIMENT CONTROL REGULATIONS. OWNERS: ON THE 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 NO. 4898 OF THE STATE OF SOUTH DAKOTA DO HEREBY STATE THAT BEING SO AUTHORIZED, THE SURVEY AND WITHIN PLAT OF THE LAND SHOWN AND DESCRIBED HEREON WERE MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE WITHIN PLAT IS A REPRESENTATION OF SAID SURVEY. IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS DAY OF , 20 . FOR BUCKHORN SURVEYING INC. BY JACK H. KNUST, REGISTERED LAND SURVEYOR:



CERTIFICATE OF COUNTY TREASURER

I, TREASURER OF CUSTER COUNTY, DO HEREBY CERTIFY THAT ALL TAXES WHICH ARE LIENS UPON THE WITHIN DESCRIBED LANDS ARE FULLY PAID ACCORDING TO THE RECORDS OF MY OFFICE. DATED THIS DAY OF , 20 . 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 ANY PROPOSED SUBDIVISION ROAD(S) OR PRIVATE ACCESS ROAD(S) WITH EXISTING PUBLIC ROAD IS HEREBY APPROVED. DATED THIS DAY OF , 20 . HIGHWAY AUTHORITY:

RESOLUTION OF GOVERNING BOARD

STATE OF SOUTH DAKOTA CITY OF CUSTER S.S.

WHEREAS THERE HAS BEEN PRESENTED TO THE CITY OF CUSTER, SOUTH DAKOTA, THE WITHIN PLAT OF THE ABOVE DESCRIBED LANDS AND IT APPEARING TO THE COUNCIL THAT: a. THE SYSTEM OF STREETS SET FORTH THEREIN CONFORM TO THE SYSTEM OF STREETS OF THE EXISTING PLATS OF THE MUNICIPALITY, b. ALL PROVISIONS OF ANY THESE WIDE LIMIT SUBDIVISION HAVE BEEN FULLY COMPLIED WITH, c. ALL TAXES AND SPECIAL ASSESSMENTS UPON THE SUBDIVISION HAVE BEEN FULLY PAID, AND d. THE PLAT AND SURVEY THEREOF HAVE BEEN EXECUTED ACCORDING TO LAW. NOW THEREFORE, BE IT RESOLVED THAT SAID PLAT IS HEREBY APPROVED IN ALL RESPECTS, THIS DAY OF , 20 .

MAYOR OF THE CITY OF CUSTER:

I, FINANCE OFFICER OF THE CITY OF CUSTER DO HEREBY CERTIFY THAT AT AN OFFICIAL MEETING HELD ON THE DAY OF , 20 THE CUSTER CITY COUNCIL, BY RESOLUTION DID APPROVE THE PLAT AS SHOWN HEREON.

CUSTER CITY FINANCE OFFICER:

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 M. 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: Minor Plat, Hendrickson Subdivision
Applicant: Tucker Pankowski
Location: Approximately 2.7 miles West of Custer. Near the int of Pleasant Valley Road & Wind Song Valley Road
Legal Desc.: Hendrickson Subdivision - Plat of Tracts Wesdak, 2A and 2B - See Plat for full legal
Fee Paid: \$450.00
Date Prepared: September 12th, 2019
City Council Meeting: September 16th, 2019
Prepared by Tim Hartmann, Planning Administrator

GENERAL

This plat is for a subdivision plat that is not within the City of Custer but is subject to review by the City under the City's extraterritorial jurisdiction. The proposed plat will divide the existing Lot 2 (14.40 acres) into two Tracts, Tract 2A (7.2 acres) and Tract 2B (7.2 Acres). Proposed Tract Wesdak is included within this plat to grant the Public Access and Utility easement across such. No additional changes are being made to the proposed Tract Wesdak (Lot 1)

The area is in the county and therefore has no zoning.

COMPREHENSIVE PLAN

The land use section of the Comprehensive Plan identifies this area as Rural Residential.

ROUTING SHEET RESPONSES

CC Planning – Various redline corrections

CC ROD – Various redline corrections

CC Planning – No concerns

USFS – Maintain current access across private property from Pleasant Valley Road. No additional access across national Forest System lands will be provided.

SDDOT – No concerns

ACCESS

Existing access to the area is provided from US Hwy 385 and Pleasant Valley Rd.

Pleasant Valley Road is a 66' Public Access and Utility Easement serving numerous properties as it continues south.

An existing private easement through Lot 1 serving Lot 2 currently provides access to Lot 2. The proposed plat will upgrade this easement to public through Lot 1, Tract 2A to the north west corner of Lot 2B. This public easement will provide legal access to Tract 2A and Tract 2B.

Per Custer County Ordinance #2 low volume roads shall be used primarily for access to abutting properties containing no more that five (5) dwelling units and shall contain a driving surface of 18' in width. The existing access road located on the easement through proposed Tract Wesdak contains some established drainage and has an average driving surface width of 20' with the narrowest section being approximately 17.5' wide. Staff believes a low volume road is already established into the subdivision area.

REGULATORY FLOODPLAIN

A portion of the proposed Tracts 2A & 2B and a small portion of proposed Tract Wesdak have regulatory floodplain present. The presence of the flood hazard has been noted on the plat. All work and/or development within the floodplain will be governed by Custer County Flood Damage Prevention and FEMA standards.

PREVIOUS ACTION BY PLANNING COMMISSION

The Planning Commission reviewed this plat at their October 9th, 2018 meeting. After some discussion mainly focused around the location of the property from Custer City's municipal boundaries, access to the parcels and the access road to proposed Tracts 2A and 2B, Commissioner Uhrich moved with a second by Commissioner Harbach to recommend approval of the minor plat. Motion carried unanimously.

SUMMARY AND STAFF RECCOMENDATION

It may be noted that some time has passed has since first receiving this plat and PC review. Upon recommendation of the PC the applicant and involved parties worked to gather all applicable signatures and a delay was encountered with County Treasurer signature as tax payment was resolved. All prior to Council signatures have been gathered and City staff received the mylar August 30th, 2019.

No changes have been made to the plat and staff believes the plat complies with applicable City and County plat review requirements. Staff supports approval of the minor plat by the Council.

HENDRICKSON SUBDIVISION

PLAT OF TRACTS WESDAK, 2A AND 2B (FORMERLY LOTS 1 AND 2) OF TRACT 3 OF HENDRICKSON SUBDIVISION OF H.E.S. 67 LOCATED IN SECTION 5, T4S, R4E, B.H.M. CUSTER COUNTY, SOUTH DAKOTA

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.

NOTE
TRACTS 1, 2, AND 3 OF HENDRICKSON SUBDIVISION ARE RECORDED IN PLAT BOOK 10 PAGE 194
LOTS 1, AND 2 OF HENDRICKSON SUBDIVISION ARE RECORDED IN PLAT BOOK 12 PAGE 593

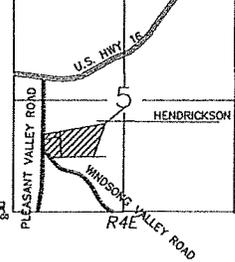
NOTE
A 20' WIDE UTILITY EASEMENT SHALL EXIST CENTERED ON ALL SUBDIVISION LOT LINES NOT ADJACENT TO PUBLIC RIGHTS-OF-WAY OR UNPLATTED LAND AND ON THE INTERIOR SIDE OF LOT LINES THAT BORDER LAND THAT HAS NOT BEEN SUBDIVIDED, UNLESS OTHER SUITABLE UTILITY EASEMENTS HAVE BEEN SHOWN.

NOTE
FIRM PANEL 46033C 0400 F DATED INDICATES JANUARY 05, 2012 INDICATES THE PRESENCE OF A FLOOD HAZARD AREA WITHIN THE SUBDIVISION AREA REPRESENTED ON THE PLAT

NOTE
PLEASANT VALLEY ROAD AND WINDSONG VALLEY ROAD ARE 65' PUBLIC ACCESS AND UTILITY EASEMENTS SERVING TRACTS 2A AND 2B



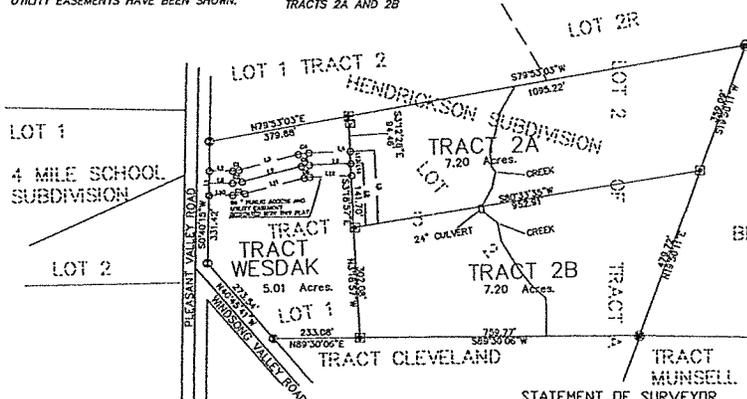
VICINITY MAP (NO SCALE)



LEGEND

- ☒ CORNER SET THIS SURVEY-REBAR WITH ALUMINUM CAP MARKED BUCKHORN SURVEYING R.L.S. 4896
- CORNER SET THIS SURVEY-REBAR WITH PLASTIC CAP MARKED BUCKHORN SURVEYING R.L.S. 4896
- ☒ CORNER FOUND THIS SURVEY-REBAR WITH ALUMINUM CAP MARKED BUCKHORN SURVEYING R.L.S. 4896
- CORNER FOUND THIS SURVEY-REBAR WITH ALUMINUM CAP MARKED BRYANT R.L.S. #2196
- ⊙ CORNER FOUND THIS SURVEY-B.L.M./G.L.O. STONE MONUMENT
- ⊙ WELL LOCATION

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



LINE	BEARING	DISTANCE
C1	N79°33'00"E	379.00
C2	S79°33'00"W	1099.22
C3	S79°33'00"W	1099.22
C4	N79°33'00"E	379.00
C5	N79°33'00"E	379.00
C6	S79°33'00"W	1099.22
C7	S79°33'00"W	1099.22
C8	N79°33'00"E	379.00
C9	N79°33'00"E	379.00
C10	S79°33'00"W	1099.22
C11	S79°33'00"W	1099.22
C12	N79°33'00"E	379.00
C13	N79°33'00"E	379.00
C14	S79°33'00"W	1099.22
C15	S79°33'00"W	1099.22
C16	N79°33'00"E	379.00
C17	N79°33'00"E	379.00
C18	S79°33'00"W	1099.22
C19	S79°33'00"W	1099.22
C20	N79°33'00"E	379.00
C21	N79°33'00"E	379.00
C22	S79°33'00"W	1099.22
C23	S79°33'00"W	1099.22
C24	N79°33'00"E	379.00
C25	N79°33'00"E	379.00

LINE	BEARING	DISTANCE
D1	N79°33'00"E	379.00
D2	S79°33'00"W	1099.22
D3	S79°33'00"W	1099.22
D4	N79°33'00"E	379.00
D5	N79°33'00"E	379.00
D6	S79°33'00"W	1099.22
D7	S79°33'00"W	1099.22
D8	N79°33'00"E	379.00
D9	N79°33'00"E	379.00
D10	S79°33'00"W	1099.22
D11	S79°33'00"W	1099.22
D12	N79°33'00"E	379.00
D13	N79°33'00"E	379.00
D14	S79°33'00"W	1099.22
D15	S79°33'00"W	1099.22
D16	N79°33'00"E	379.00
D17	N79°33'00"E	379.00
D18	S79°33'00"W	1099.22
D19	S79°33'00"W	1099.22
D20	N79°33'00"E	379.00
D21	N79°33'00"E	379.00
D22	S79°33'00"W	1099.22
D23	S79°33'00"W	1099.22
D24	N79°33'00"E	379.00
D25	N79°33'00"E	379.00

STATE OF SOUTH DAKOTA
COUNTY OF CUSTER S.S.

I, _____, do hereby certify that we are the owners of the land shown and described herein and that we do authorize and do hereby approve the survey and when plat of said land. We further certify that development of this land shall conform to all existing applicable zoning, subdivision, and sediment control regulations.

OWNERS:
ON THE _____ 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, BEING ASHES OF THE STATE OF SOUTH DAKOTA, DO HEREBY STATE THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS OF THE STATE OF SOUTH DAKOTA. THIS SURVEY IS A REPRESENTATION OF FACTS. IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL AT CUSTER, SOUTH DAKOTA, THIS _____ DAY OF _____, 20____.

REGISTERED SURVEYOR BY: JACK H. KNUST, REGISTERED LAND SURVEYOR



CERTIFICATE OF HIGHWAY AUTHORITY:

I, _____, COUNTY ENGINEER, DO HEREBY CERTIFY THAT THE LOCATION OF THE INTERSECTION OF ANY PROPOSED SUBDIVISION ROADS OR PRIVATE ACCESS ROADS WITH THE EXISTING PUBLIC ROAD IS HEREBY APPROVED.

HIGHWAY AUTHORITY: _____

STATE OF SOUTH DAKOTA
COUNTY OF CUSTER S.S.

I, _____, do hereby certify that we are the owners of the land shown and described herein and that we do authorize and do hereby approve the survey and when plat of said land. We further certify that development of this land shall conform to all existing applicable zoning, subdivision, and sediment control regulations.

OWNERS:
ON THE _____ 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: _____

RESOLUTION OF GOVERNING BOARD

CITY OF CUSTER S.S.

I, _____, mayor, do hereby certify that the within plat of the above described subdivision is in accordance with the rules and regulations of the Board of Surveyors of the State of South Dakota. The plat is in accordance with the rules and regulations of the Board of Surveyors of the State of South Dakota. The plat is in accordance with the rules and regulations of the Board of Surveyors of the State of South Dakota.

DATE OF THE CITY OF CUSTER: _____

I, _____, mayor, do hereby certify that at an official meeting held on the _____ DAY OF _____, 20____, at _____ O'CLOCK _____ M., the CUSTER CITY COUNCIL, BY RESOLUTION DO APPROVE THE PLAT AS SHOWN HEREON.

CUSTER CITY FRANKIE OFFICER: _____

STATE OF SOUTH DAKOTA
COUNTY OF CUSTER S.S.

I, _____, do hereby certify that we are the owners of the land shown and described herein and that we do authorize and do hereby approve the survey and when plat of said land. We further certify that development of this land shall conform to all existing applicable zoning, subdivision, and sediment control regulations.

OWNERS:
ON THE _____ 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: _____

CERTIFICATE OF COUNTY TREASURER

I, _____, COUNTY TREASURER, DO HEREBY CERTIFY THAT ALL TAXES WHICH ARE DUE ON THE WITHIN DESCRIBED LANDS HAVE BEEN PAID ACCORDING TO THE RECORDS OF MY OFFICE, DATED THIS _____ DAY OF _____, 20____.

COUNTY TREASURER: _____

CERTIFICATE OF DIRECTOR OF EQUALIZATION

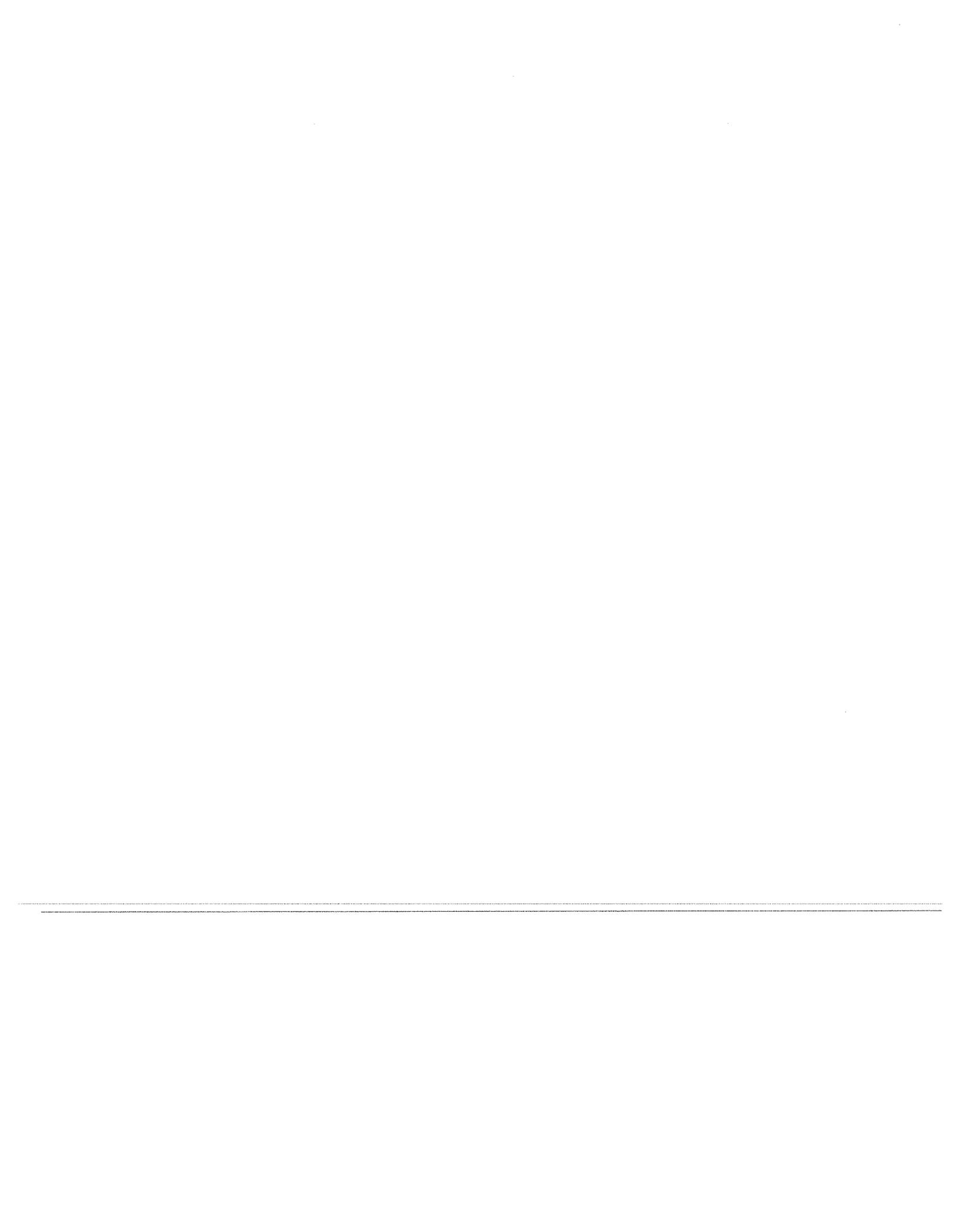
I, _____, DIRECTOR OF EQUALIZATION OF CUSTER COUNTY DO HEREBY CERTIFY THAT I HAVE ON RECORD A COPY OF THE WITHIN DESCRIBED PLAT, DATED THIS _____ DAY OF _____, 20____.

DIRECTOR OF EQUALIZATION: _____

CERTIFICATE OF REGISTER OF DEEDS

FILED FOR RECORD THIS _____ DAY OF _____, 20____, AT _____ O'CLOCK _____ M., AND RECORDED IN BOOK _____ OF PLATS ON PAGE _____.

REGISTER OF DEEDS CUSTER COUNTY: _____



2019
CUSTER CITY LEASE
AGREEMENT WITH
CUSTER AREA CHAMBER OF COMMERCE

This Lease Agreement (this "Lease") is made effective as of January 1st, 2019 by and between the City of Custer, ("Landlord"), and Custer Area Chamber of Commerce, ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant the Trailhead and Transportation Museum, located at 615 Washington Street, Custer, South Dakota 57730.

TERM. The lease term will begin on January 1st, 2019 and will terminate on December 31st, 2019.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly payments of \$500 per month, payable in advance on the first day of each month. Lease payment shall be made to Landlord at 622 Crook Street, Custer, SD 57730, or as may be changed by Landlord. Tenant shall further provide office staffing and museum supervision for visitor information, during Tenant's normal hours of operation. Tenant shall further maintain the reservation system for Harbach Park.

LATE PAYMENTS. Tenant shall pay a late fee equal to 15% of the required installment payment for each payment that is not paid within 15 days after the due date for such late payment.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and Tenant shall, on the last day of the term, or such earlier termination or forfeiture of this Lease, peaceably and quietly surrender and deliver the demised premises to Landlord free of sub tenancies.

USE OF PREMISES. Tenant shall have use of the offices to conduct activities commonly associated with Chamber of Commerce functions. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence. Tenant may limit extended term parking to designated sites that allow for visibility of the Chamber building and signs, upon approval of Landlord.

MAINTENANCE. Landlord shall have the responsibility to maintain the Premises in good repair at all times including but not limited to the heating, cooling and/or plumbing systems. Landlord shall further be responsible for all utilities, stripping and waxing floors, ~~and~~ snow removal ~~and supplies for janitorial services~~. The Tenant shall be responsible for all janitorial services on the Premises.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to mortgagees, tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. The Landlord agrees to insure the structure located on the premises for the term of the lease. The Tenant agrees to provide worker compensation insurance, personal property insurance insuring their personal property and premises liability insurance in an amount of not less than two million dollars (\$2,000,000) per occurrence, naming the City as an additional insured, for Tenant's operation area and any extensions thereof. Further, the Tenant shall provide proof of said insurance to the Landlord each year herein.

INDEMNITY REGARDING USE OF PREMISES. Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if

any, which Landlord may suffer or incur in connection with Tenant's use or misuse of the Premises. Landlord agrees to indemnify, hold harmless, and defend Tenant from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Tenant may suffer or incur in connection with Landlord's use or misuse of the Premises.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or item of a dangerous, inflammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained, and proof of adequate insurance protection is provided by Tenant to Landlord.

TAXES. Tenant shall pay all personal taxes, sales and use taxes, and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially damaged or destroyed in a manner that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the damage, and if the cost of repair is less than \$25,000.00, Landlord shall repair the Premises and lease payments shall abate during the period of repair. However, if the damage is not repairable within sixty days, or if the cost of repair is \$25,000.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days written notice of such event or condition by either party.

ADDITIONS/ALTERATIONS. Tenant shall not be entitled to make any additions or alterations to the Premises without the prior written consent of the Landlord which consent shall not be unreasonably withheld. Any improvements or additions erected by the Tenant on its behalf which become permanently fixed to the Premises shall remain a part of the Premises at the termination of this lease unless such improvements or additions can be removed by the Tenant without damage to the Premises. If the Tenant removes the improvements or additions and causes any damage to the Premises, then the Tenant shall immediately notify the Landlord and proceed to repair the Premises and put it in as good a condition of repair as it was at the commencement of this Lease.

DEFAULTS. Tenant shall be in default of this Lease, if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any default within 30 days after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice, and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this lease. Tenant shall pay all costs, damages, and expenses suffered by Landlord by reason of Tenant's defaults.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

City of Custer City
622 Crook Street
Custer, SD 57730

TENANT:

Custer Area Chamber of Commerce
615 Washington Street
Custer, SD 57730

Such addresses may be changed from time to time by either party providing notice as set forth above.

TERMINATION. The parties hereby agree that either entity may terminate this Lease at any time, without cause, by serving at least 90-day written notice to the other party in advance of the anticipated terminate date.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. Any Agreement hereafter made to modify or amend this lease shall be ineffective or void unless such Agreement is in writing and signed by the Landlord and Tenant, or their duly authorized agents.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of South Dakota.

LANDLORD:
CITY OF CUSTER CITY

TENANT:
CUSTER AREA CHAMBER OF COMMERCE

BY: _____
Corbin Herman, Mayor

BY: _____

(Print Name and Title)

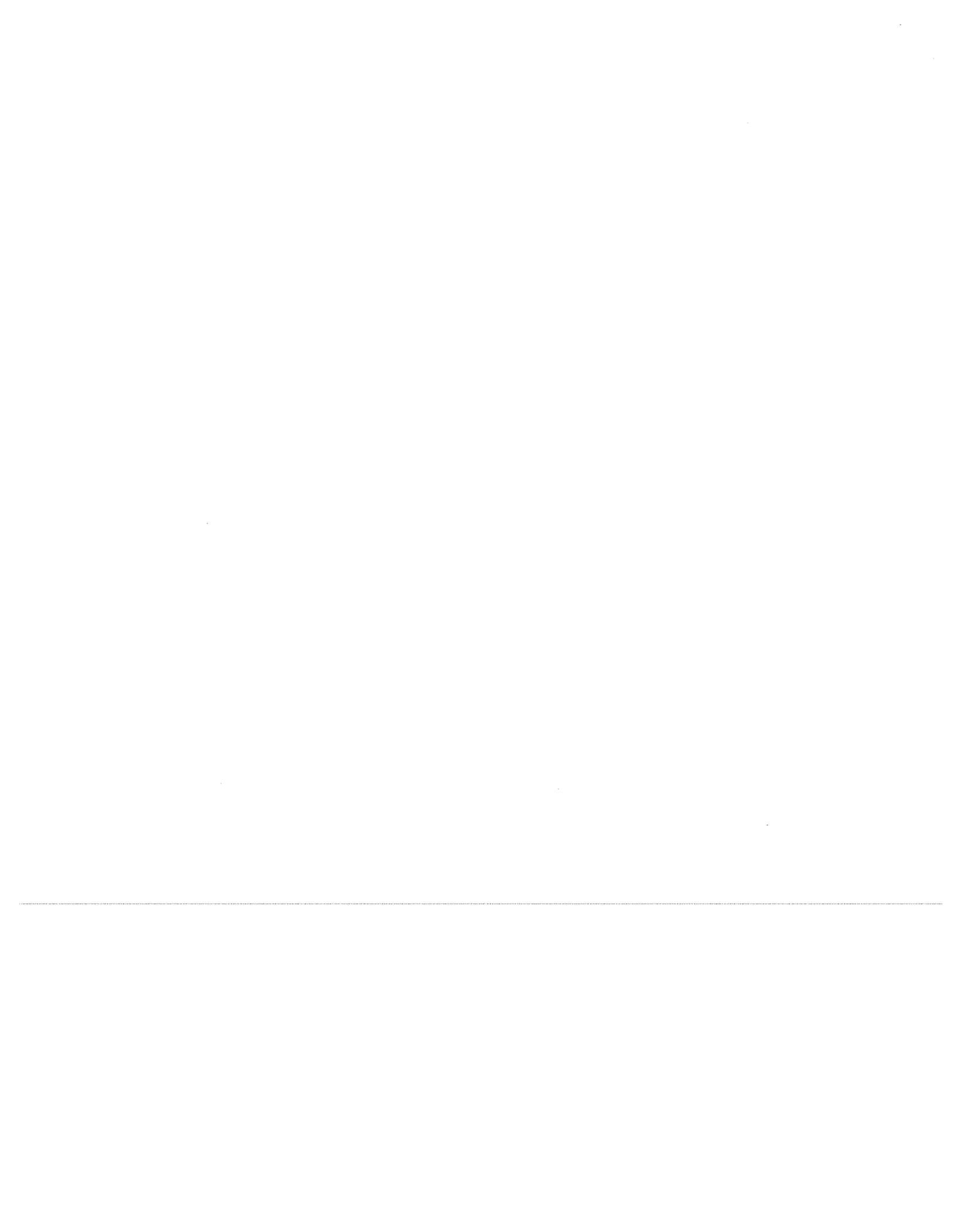
Date: _____

Date: _____

ATTEST:

Laurie Woodward, Finance Officer

(SEAL)



CITY OF CUSTER CITY, SOUTH DAKOTA
COUNTY OF CUSTER, SOUTH DAKOTA
LAW ENFORCEMENT AGREEMENT

This Agreement, made and entered into this 16th day of September 2019, by and between the City of Custer City, South Dakota, hereinafter referred to as "City", the County of Custer County, South Dakota, hereinafter referred to as "County", and the Sheriff of Custer County, South Dakota, hereinafter referred to as "Sheriff",

WITNESSETH:

WHEREAS, the City, County, and Sheriff are desirous of arranging the terms and conditions for the performance of law enforcement within the jurisdiction of the City by the Sheriff.

TERM

The effective date of this Agreement shall be from January 1, 2020 through December 31, 2024.

CONSIDERATION

The City shall pay to the County for those law enforcement services described herein the sum of Three Hundred Eight-Five Thousand Dollars (\$385,000.00) for the year 2020, Three Hundred Ninety-Five Thousand Dollars (\$395,000.00) for the year 2021, Four Hundred Five Thousand Dollars (\$405,000.00) for 2022, Four Hundred Fifteen Thousand Dollars (\$415,000.00) for the year 2023 and Four Hundred Twenty-Five Thousand Dollars (\$425,000.00) for the year 2024. The City shall prepay, on a quarterly basis, beginning January 2020 and each consecutive and successive quarter for a term of five (5) year.

SCOPE OF SERVICE

In addition to the Sheriff Department's normal duties as prescribed by SDCL, the following services as contracted for will be regularly performed within the boundaries of the City, in addition to a strong visibility and presence, shall include but not be limited to traffic enforcement, foot patrols, enforcement of vehicle and traffic related City Ordinances, animal control, deer management sharpshooters, intersection traffic control. Said primary patrol and enforcement duties shall only be performed by regular Custer County Deputies. Further, the Sheriff shall provide such services twenty-four (24) hours each day, for the duration of this contract.

The above-referenced services shall specifically exclude as a contract service hereunder:

- 1) the D.A.R.E. program;
- 2) all non-emergency/essential responses to calls outside the Municipal limits of Custer City;
- 3) regular administrative duties not associated with occurrences within the Municipal limits of Custer City; and.

RECORDS AND REPORTS

The Sheriff shall provide an accurate written description tracking and accounting of all calls handled as well as the duty schedule, and actual time worked in the month prior reported and responded to within and without the municipal limits to the City Council before the second meeting of each month. Further, the Sheriff or his designee shall attend regular City Council meeting quarterly, and any other meeting upon request by the City Council, to provide in-depth and knowledgeable information and input regarding law enforcement matters within the City, along with the written report of the month's activities.

The Sheriff shall provide to the City Council an accurate written annual report of the number of felony arrests; the number of dispatch calls broken down per category and whether or not a deputy responded; and the description and number of prisoners charged to the City.

Correspondence reference, requests, complaints, meetings, and contracts shall be reduced to writing and copied to the Custer County Board of Commissioners.

FACILITIES

All equipment and maintenance required by the Sheriff shall be the responsibility of the County and the Sheriff.

INSURANCE

It is hereby agreed that the County shall provide, through its public liability pool, liability insurance for the Sheriff's Department against false arrest and other related law enforcement service claims.

INDEMNIFICATION

The County hereby agrees to indemnify and hold the City harmless should the City be sued as a result of any negligent act or omission by the Sheriff's Department with respect to the Scope of Service of this agreement.

The City hereby agrees to indemnify and hold the County harmless should the County be sued as a result of any negligent act or omission by the City with respect to law enforcement issues.

DEFAULT

Failure of any party to perform as promised under this Agreement shall cause this Agreement to become void upon thirty (30) days written notice, certified mail, to the party deemed to have created the default. In the event that the default is not cured within said 30 day period, all sums paid by the City during the year the default occurred shall be refunded to the City on a pro-rata basis.

TERMINATION

This Agreement shall terminate, without cause, upon the written notice of any party to the other two parties by certified mail. Said notice shall be mailed no less than one hundred twenty (120) days prior to the effective termination date.

For the purpose of this contract, cause is defined as the financial proven inability to provide the resources to fulfill the terms of this contract, and/or to provide the funding for the consideration under this contract.

IN WITNESS WHEREOF, the parties have placed their signatures, the City of Custer City, South Dakota, on this Agreement to be signed by its Mayor and attested by its Finance Officer, and the seal of said Council to be affixed thereto and the County of Custer, its Sheriff, and by order of its Board of County Commissioners, has caused these presents to be subscribed by the chairman of the Board and the seal of said Board to be affixed thereto and attested by the Auditor of said Board, all of the day and year written below.

CUSTER COUNTY BOARD OF COMMISSIONERS

Chairman

Date

Custer County Sheriff

Date

ATTEST:

Custer County Auditor

Date

(SEAL)

COMMON COUNCIL OF CITY OF CUSTER

Corbin Herman, Mayor

Date

ATTEST:

Laurie Woodward, Finance Officer

Date

(SEAL)

2020 Animal Control Contract with City of Custer City

Parties: This agreement is entered into by and between the City of Custer, hereinafter referred to as "City" and Battle Mountain Humane Society hereinafter referred to as "Contractor".

Term and conditions: The term of this agreement shall commence January 1, 2020 and end December 31, 2020.

1. The City shall pay "Contractor" \$1,000 per month for services as an independent contractor for animal control services within the city limits of City of Custer.

"Contractor" shall be on call from 8:00 a.m. to 6:00 p.m. to respond to calls within the City of Custer City. In the event of an emergency and "Contractor" cannot be reached, the call shall be forwarded to the Custer County Sheriff's office to respond.

Discretion is given to "Contractor" for the enforcement of City Ordinances and State Laws; however "Contractor" does not have discretion when an animal has been quarantined or ordered impounded by a sworn law enforcement officer of the State of South Dakota, and shall follow South Dakota State Law.

"Contractor" shall compile and remit a monthly list of all calls in the city for each month to the Custer City Finance Officer on or before the 10th of the following month. The monthly list shall include the disposition of each incident.

Animals will be sheltered at Battle Mountain Humane Society. In the event such animal(s) is not claimed by its owner in 3 days, said animal shall become the property of "Contractor". The welfare for animals will be provided by "Contractor".

Fines and cost shall be charged to the offending animal owner as set forth in City Ordinances and any amendments thereto. "Contractor" shall review and be familiar with and shall carry out the obligations of the Animal Control Policy as adopted in Title 6 Chapter 6.04 and any amendments. Citation fees shall be issued by "Contractor" and the citation fee will be remitted to the City Finance Office, or "Contractor". Any monies collected by "Contractor" shall be remitted to the City Finance Office on or before the 10th of the following month. The City of Custer will provide a numbered citation book. Duplicate citations shall be remitted with all fees collected. The citation book in its entirety (both duplicate and unused tickets) shall be turned into the City Finance Office at year end.

"Contractor" will be responsible to provide all necessary equipment to snare loose animals and transport animals including vehicle cage. "Contractor" shall be further responsible to provide labor, common supplies, transportation, gasoline, a vehicle liability policy with limits of \$25,000 per person and \$50,000 per accident, a property liability policy with limits of \$25,000 and a general commercial liability policy of \$1,000,000 per occurrence and \$2,000,000 general aggregate, with the City being listed as additional insured.

"Contractor" is an Independent Contractor; at no time shall "Contractor" or any of their volunteers be considered to be an agent, servant, or employee of the City. The parties' also recognize that "Contractor" and their volunteers are not covered by any Workman's Compensation insurance carried by the City.

"Contractor" shall perform duties in a professional and humane manner. "Contractor" hereby agrees to hold the City of Custer, its officials, agents and employees, harmless from any incident from misuse of equipment, or "Contractor" negligence or intentional acts occurring in the performance of their duties and hereby agrees to indemnify the City for such.

Integration: The parties hereby understand and agree that this agreement represents the entire agreement of the parties. Any other oral communications or agreements shall not be binding upon the parties. Any and all changes or modification of this agreement shall be in writing and signed by both parties.

It is agreed that this agreement may be terminated by either party upon giving 30 days written notice to the other party of such intention to terminate.

Dated this _____ day of _____, 2019

Attest:

City of Custer

Laurie Woodward, Finance Officer

Corbin Herman, Mayor

Custer County Sheriff

"Contractor"

Marty Mechaley, Sheriff

Signature

Print Name and Title

CITY OF CUSTER
HEALTH INSURANCE POLICY
2020

The City seeks to provide their employees with health insurance coverage. As per the City's personnel manual, the City will provide all full-time employees and eligible part-time employees with health insurance coverage as determined by the City Council. The insurance coverage will begin the first day of the month following their employment date.

The City will pay the employee portion of the premium cost for the full-time employee. The City will pay ten (10) percent of dependent premium if they chose to be on a city plan. The remaining ninety (90) percent of the dependent premium will be the responsibility of the employee. Any dependent coverage and premium outside of the city plans will be the employee's responsibility.

For this plan year, the City has chosen to offer their employees a choice between three health insurance plans through Wellmark. The first plan being Wellmark Enhanced Blue 2000 (4000 family) PPO – Gold, which has co-pays. The second plan being Wellmark myBlue HDHP Gold 3000 (6000 family) PPO (HSA) – Gold, a health savings plan. The third plan being Wellmark myBlue HDHP Silver 4500 (9000 family) (HSA).

As per the City's personnel manual, the City will reimburse up to one half of the employee's yearly deductible once an explanation of benefits from the insurance company has been provided to the City proving that the employee has in fact paid over half of their yearly deductible.

Each employee that chooses to take the health savings plans will have half the employee only deductible reimbursement from the City placed in the health savings account. The employees with a health saving plans will then be able to contribute to their health savings account up to the IRS maximum per year through payroll deductions.

The City will be utilizing Discovery Benefits to manage the health savings plans. Any monthly cost for Discovery Benefits services will be covered by the City while the employee is employed with the City. Should the employee leave the City's employment they will be responsible for such monthly fee should the employee choose to not terminate their health savings account.

Any supplemental insurance policies offered by the City (dental, AFLAC, etc.) shall be paid for by the employee through payroll deductions.

Council approved this policy on September 16th, 2019 and authorize the Finance Officer to sign all necessary documents for the above stated insurance benefits and cafeteria plans.



GROUP SUMMARY

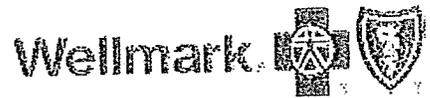
Group Name: CITY OF CUSTER

Group Number: 00606134

Renewal Effective Date: November 1, 2019

CURRENT HEALTH PLAN(S)	
PLAN NAME	NETWORK & TOTAL MONTHLY PREMIUM
EnhancedBlue SM 1000	PPO \$2,788.63
myBlue HDHP SM Gold 2000	PPO \$6,766.13
myBlue HDHP SM Silver 3600	PPO \$3,200.17
Current Total Monthly Premium	\$12,754.93

RENEWING HEALTH PLAN(S)	
PLAN NAME	NETWORK & TOTAL MONTHLY PREMIUM
EnhancedBlue SM 2000	PPO \$3,090.22 ↑10.81%
myBlue HDHP SM Gold	PPO \$6,494.02 ↓4.02%
myBlue HDHP SM Silver	PPO \$3,131.78 ↓2.14%
Renewing Total Monthly Premium	\$12,716.02 ↓0.31%



RENEWING HEALTH PLAN SUMMARY

Group Name: CITY OF CUSTER
 Group Number: 00606134
 Renewal Effective Date: November 1, 2019

myBlue HDHPSM Gold High Deductible Health Plan

NETWORK
 PPO

Wellmark Blue Cross and Blue Shield of South Dakota.
 PPO

PPO with national care through BlueCard.

HEALTH/DRUG CODE
 BM9 / FEZ
 MONTHLY PREMIUM
 \$6,494.02

DEDUCTIBLE
 INDIVIDUAL / FAMILY PER YEAR
 \$3,000/\$6,000

OUT-OF-POCKET MAXIMUM
 INDIVIDUAL / FAMILY PER YEAR
 \$3,000/\$6,000

COST SHARE
 Coinsurance: 0%
 Primary Doctor: Deductible
 Specialist: Deductible
 ER Visits: Deductible

PHARMACY
 Deductible (Drug) Deductible
 Formulary BlueRx EssentialsSM
 Non-preferred Specialty Drugs Deductible
 Preferred Specialty Drugs Deductible
 Tier 1 Deductible
 Tier 2 Deductible
 Tier 3 Deductible

EnhancedBlueSM 2000 Traditional Copay

NETWORK
 PPO

Wellmark Blue Cross and Blue Shield of South Dakota.
 PPO

PPO with national care through BlueCard.

HEALTH/DRUG CODE
 BM2 / FEY
 MONTHLY PREMIUM
 \$3,090.22

DEDUCTIBLE
 INDIVIDUAL / FAMILY PER YEAR
 \$2,000/\$4,000

OUT-OF-POCKET MAXIMUM
 INDIVIDUAL / FAMILY PER YEAR
 \$4,000/\$8,000

COST SHARE
 Coinsurance: 20%
 Primary Doctor: \$25
 Specialist: \$50
 ER Visits: \$400

PHARMACY
 Deductible (Drug) N/A
 Formulary BlueRx EssentialsSM
 Non-preferred Specialty Drugs \$500
 Preferred Specialty Drugs \$150
 Tier 1 \$15
 Tier 2 \$50
 Tier 3 \$125

myBlue HDHPSM Silver High Deductible Health Plan

NETWORK
 PPO

Wellmark Blue Cross and Blue Shield of South Dakota.
 PPO

PPO with national care through BlueCard.

HEALTH/DRUG CODE
 BL2 / FEY
 MONTHLY PREMIUM
 \$3,131.78

DEDUCTIBLE
 INDIVIDUAL / FAMILY PER YEAR
 \$4,500/\$9,000

OUT-OF-POCKET MAXIMUM
 INDIVIDUAL / FAMILY PER YEAR
 \$4,500/\$9,000

COST SHARE
 Coinsurance: 0%
 Primary Doctor: Deductible
 Specialist: Deductible
 ER Visits: Deductible

PHARMACY
 Deductible (Drug) Deductible
 Formulary BlueRx EssentialsSM
 Non-preferred Specialty Drugs Deductible
 Preferred Specialty Drugs Deductible
 Tier 1 Deductible
 Tier 2 Deductible
 Tier 3 Deductible

Premium rates shown are subject to change based on enrollment and plan selection. Wellmark Blue Cross and Blue Shield of South Dakota is an independent licensee of the Blue Cross and Blue Shield Association.

Amazon.com, Supplies, \$385.24
Ainsworth – Benning Construction, Capital Improvements, \$1,600.00
Black Hills Energy, Utilities, \$16,669.04
California State Disbursement, Deductions, \$92.30
Culligan, Repair & Maintenance, \$18.50
Chamber of Commerce, Sales Tax Subsidy, \$44,869.90
Chronicle, Publishing, \$258.77
Custer Ace Hardware, Supplies, Repairs & Maintenance, \$478.50
Discovery Benefits, Supplies, \$27.00
Dollar General, Supplies, \$33.65
First Interstate Bank, Supplies \$66.20
French Creek Supply, Supplies, \$30.14
Full Source, Supplies, \$49.92
Galls, Supplies, \$56.43
Golden West Telecommunications, Utilities, \$521.38
Golden West Technologies, Professional Fees, \$762.50
Hawkins, Supplies, \$2,171.35
Jenner Equipment, Repairs & Maintenance, \$2,190.35
Kimball Midwest, Supplies, \$116.01
Lasting Impressions Unlimited, Supplies, \$176.00
Lynn's Dakotamart, Supplies, \$68.05
Mathew Bender & Co, Supplies, \$100.43
Merritt, Lynnette, \$25.00
Midcontinent Testing Labs, Professional Fee, \$746.00
Pace, Supplies, \$353.17
Pizza Hut, Supplies, \$108.55
Piney Bowes, Supplies, \$48.69
Quill, Supplies, \$404.27
Riverside Pumps, Supplies, \$273.37
Rapid Delivery, Supplies, \$66.15
Regional Health Network, Sales Tax Subsidy, \$77,566.88
Simon Materials, Supplies, \$655.74
Sanders Sanitation, Supplies, \$45.00
Servall, Supplies, \$283.92
SDML, Travel & Conference, \$300.00
Bit Finance/State Long Distance, \$48.70
The Hartford, Insurance, \$64.12
USDA Loan Payments, \$8,910.00
USA Bluebook, Supplies, \$161.55
Verizon Wireless, Utilities, \$421.28
Woodward Laurie, Reimbursement, \$480.00
YMCA, Membership, Supplies, \$2,542.00
Total Claims \$164,746.05

