

All City Council Meetings are recorded.

**CITY OF CUSTER CITY
COUNCIL AGENDA
December 4th, 2017 – City Hall Council Chambers
5:30 P.M.**

1. Call to Order - Roll Call - Pledge of Allegiance
2. Approval of Agenda
3. Approval of Minutes – November 20th, 2017 Regular Meeting Minutes
4. Declaration of Conflict of Interest
5. Public Presentations - Public Hearings
 - a. First Reading – Ordinance #799 – Supplemental Budget
 - b. Resolution #12-04-17A – Write-Off's
 - c.
6. Old Business
 - a.
 - b.
 - c.
7. New Business
 - a. Fourth of July Celebration Request – Courthouse Museum
 - b. Downtown Sound System Improvements/Repairs
 - c. 2018 Animal Control Contract with Battle Mountain Humane Society
 - d. 2018 Chamber Lease Agreement
 - e. 2018 Recreation Services Agreement with YMCA
 - f. Cost of Living Adjustment
 - g. Extension of Temporary Part-Time Office Help
 - h. Employee Step Increase
 - i. Employee Resignation
8. Presentation of Claims –
9. Department Head Discussion & Committee Reports –
10. Executive Session – Personnel, Proposed Litigation, & Contract Negotiations (SDCL 1-25-2)
11. Adjournment

REMINDERS

**General Government Committee Meeting – December 11th, 2017 4:30 P.M.
Planning Commission Meeting – December 12th, 2017 5:00 P.M.
Regular City Council Meeting – December 18th, 2017 5:30 P.M.
~~Park & Recreation Committee Meeting – December 19th, 2017 5:30 P.M.~~
Public Works Committee Meeting – January 2nd, 2018 4:30 P.M.
Regular City Council Meeting – January 2nd, 2018 5:30 P.M.**

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

**CITY OF CUSTER CITY
COUNCIL PROCEEDINGS- REGULAR SESSION
November 20th, 2017**

Mayor Corbin Herman called to order the second meeting of the Common Council for the month of November 2017 at 5:30 p.m. Present at roll call were Councilpersons Maciejewski, Heinrich, Nielsen, Fischer, Blom and Arseneault. The Pledge of Allegiance was stated.

AGENDA

Councilperson Fischer moved to approve the agenda. Second by Councilperson Maciejewski, the motion unanimously carried.

MINUTES

Councilperson Nielsen moved, with a second by Councilperson Arseneault, to approve the minutes from the November 6th regular council meeting. The motion carried unanimously.

CONFLICTS OF INTEREST

No conflicts of interest were stated.

SECOND READING – ORDINANCE #796 – WATER RATES

Councilperson Blom moved to adopt Ordinance #796, Water Rates. Seconded by Councilperson Nielsen, the motion carried with Councilpersons Maciejewski, Heinrich, Nielsen, Fischer, Blom and Arseneault voting yes.

SECOND READING – ORDINANCE #797 – WASTEWATER RATES

Councilperson Maciejewski moved to adopt Ordinance #797, Wastewater Rates. Seconded by Councilperson Nielsen, the motion carried with Councilpersons Heinrich, Nielsen, Fischer, Blom, Arseneault and Maciejewski voting yes.

SECOND READING – ORDINANCE #798 – SERVICE REDUCTION RATES

Councilperson Blom moved to adopt Ordinance #798, Service Reduction Rates. Seconded by Councilperson Nielsen, the motion carried with Councilpersons Nielsen, Fischer, Blom, Arseneault, Maciejewski and Heinrich voting yes.

FINAL PLAT – KEUPP SUBDIVISION

Councilperson Fischer moved to approve the final plat for the Keupp Subdivision. Seconded by Councilperson Blom, the motion carried unanimously.

OLD TIME COUNTRY FOURTH OF JULY REQUEST – CHAMBER OF COMMERCE

Councilperson Nielsen moved to approve the Chamber's request. With a second from Councilperson Blom, the motion carried unanimously. Councilperson Maciejewski stated that he would like to see the request verbiage updated to include all veteran's being eligible to march in the parade, not just active or retired military personnel.

WATER TREATMENT IMPROVEMENTS CHANGE ORDER – RCS CONSTRUCTION

Councilperson Heinrich moved to approve change order #1 from RCS Construction for \$2,310.72. Seconded by Councilperson Maciejewski, the motion carried with Councilpersons Fischer, Blom, Arseneault, Maciejewski, Heinrich and Nielsen voting yes.

COMPREHENSIVE PLAN UPDATE PROPOSAL – BLACK HILLS COUNCIL OF LOCAL GOVERNMENTS

Councilperson Fischer made a motion to move forward in securing a contract with Black Hills Council of Local Governments to update the Comprehensive Plan. Seconded by Councilperson Arseneault, the motion carried unanimously.

CLAIMS

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

Albert Rodarte, Refund, \$475.00
AE2S, Professional Fees, \$3423.20
Audio-Video Solutions, Repair & Maintenance, \$772.20
Banner Associates Inc, Capital Improvements, \$4,995.63
BH Urgent Care, Safety, \$440.00
Black Hills Energy, Utilities, \$6,084.45
Community Partners Research INC, Housing Study, \$1,875.00
Culligan, Repair & Maintenance, \$18.50
Custer Chamber of Commerce, Sales Tax Subsidy, \$22,002.78
Custer True Value, Repair & Maintenance, Supplies, \$578.89
Fastenal, Supplies, \$14.29

First Interstate Bank, \$52.40
French Creek Supply, Supplies, Repair & Maintenance, \$630.10
Harley, Julie, Reimbursement, \$320.40
Harvey's Lock Shop, Repair & Maintenance, \$2,809.29
Hawkins, Supplies, \$20.00
Kellogg, Scott, Reimbursement, \$37.26
Kimball Midwest, Supplies, \$208.24
Lynn's Dakotamart, Supplies, \$166.84
Mainline Contracting INC, Improvements, \$146,551.05
Michael Todd & Company, Supplies, \$60.69
Mid- American Research Chemical, Repair & Maintenance, \$412.00
Midcontinent Testing Labs, Professional Fees, \$389.00
Pace, Supplies, \$236.82
Paypal, Supplies, \$30.00
Petty Cash, Supplies, \$116.00
Kothe, Rick, Reimbursement, \$194.99
Rancher's Feed & Supply, Supplies, \$1,219.00
S & B Motors, Supplies, \$277.08
Servall, Repairs & Maintenance, \$163.02
State of SD, Sales Tax, \$1,224.88
SD DOT, Abrasive, \$4,760.00
SD DCI, Prints, \$43.25
Bit Finance/State Long Distance, \$30.83
USDA Loan Payments, \$8,910.00
USA Bluebooks, Repair & Maintenance, \$66.14
Wright Express, Charges, \$814.70
Vandersys, Robin, Utilities Refund, \$5.80
Total Claims, \$210,429.72

DEPARTMENT HEADS & COMMITTEE REPORTS

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

ADJOURNMENT

With no further business, Councilperson Arseneault moved to adjourn the meeting at 6:21 p.m.
Seconded by Councilperson Maciejewski, the motion carried unanimously.

ATTEST:

CITY OF CUSTER CITY

Lisa Trana
Deputy Finance Officer

Corbin Herman
Mayor

ORDINANCE NO. 799
SUPPLEMENTAL APPROPRIATION

An Ordinance Entitled Ordinance No. 799, a Supplemental Appropriation
for the City of Custer City, South Dakota, for the Fiscal Year 2017.

WHEREAS, the budget adoption process was already completed when the additional budget items were implemented, it is necessary to make, approve, and adopt a supplemental appropriation ordinance for the fiscal year commencing January 1, 2017, to supplement certain funds established by the Appropriation Ordinance No. 777 for the fiscal year 2017:

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

SECTION I: That in addition to the sums of money appropriated by said Appropriation Ordinance No. 777, the following sums shall be appropriated, to-wit:

FUNDS DERIVED FROM GENERAL FUND:	
Reserve Funds	\$5,000
BID FUND:	
Reserve Funds	\$40,000
WATER FUND:	
Reserves	\$20,000
DEBT SERVICE FUND:	
Revenue	\$10,000
PROMOTION FUND:	
Revenue	\$30,000
TOTAL SUPPLEMENTAL FUNDING	\$105,000
FUNDS EXPENDED THROUGH GENERAL FUND:	
Public Safety – Traffic Light Control Devices	\$5,000
BID FUND:	
Advertising	\$40,000
WATER FUND:	
Asset – Improvements other than Buildings	\$20,000
DEBT SERVICE FUND:	
TIF#2 Taxes	\$10,000
PROMOTION FUND:	

Chamber Sales Tax Subsidy	\$30,000
TOTAL SUPPLEMENTAL APPROPRIATION	\$105,000

SECTION II: that no levy shall be made for any part of said \$105,000 from the 2017 funds here-in-above stated.

TRANSFERRING OF BUDGET FUNDS

FUNDS DERIVED FROM

GENERAL FUND:

100-4200-42901	Deer Management Plan	\$5,000
100-4850-43321	Sidewalk/Curb/Gutter	\$15,000
300-3810-38160	Delinquent Account Penalty	\$3,800

FUNDS EXPENDED THROUGH

GENERAL FUND:

100-4200-42500	Repair/Maint - Traffic Lights	\$5,000
100-4850-43311	Street Hard Paving Project	\$15,000
400-3830-38360	Delinquent Account Penalty	\$3,800

TOTAL BUDGET TRANSFER	\$23,800
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SECTION III: that all ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

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

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

Dated this 18th day of December 2017.

CITY OF CUSTER CITY

ATTEST:

Corbin Herman, Mayor

Laurie Woodward
Finance Officer

(SEAL)

First Reading: December 4, 2017
Second Reading: December 18, 2017
Publication: December 27, 2017

Vote:	Nielsen:
Fischer:	Heinrich:
Arseneault:	Maciejewski:
Blom:	

RESOLUTION NO. 12/04/17

WHEREAS, Book 3, Supplemental, Chapter 9-22-4 of the South Dakota Codified Law states “every municipality may assign for collection any or all delinquent accounts receivable. After reasonable collection efforts, the governing body may determine that an account is non-collectible, and by formal action direct that the non-collectible amount be removed from the records and disclosed on that year’s financial report. Evidence of the debt removed from the records by the formal action of the governing body shall be retained by the municipality to support possible subsequent collection of that debt.”

WHEREAS, efforts have been made to collect these past due accounts receivable, and

WHEREAS, adequate time has elapsed to consider these accounts receivable delinquent and past due,

NOW THEREFORE BE IT RESOLVED that the following accounts be deemed non-collectible and removed from the records and disclosed on the 2017 Financial Report.

NAME:	ACCOUNT #:	AMOUNT:
Roger Gednalske	500690-01	\$ 83.56
Cristine MacDuff	201390-12	\$ 23.44
Brain Schmitz	600050-04	\$ 7.05
	TOTAL	<u>\$ 114.05</u>

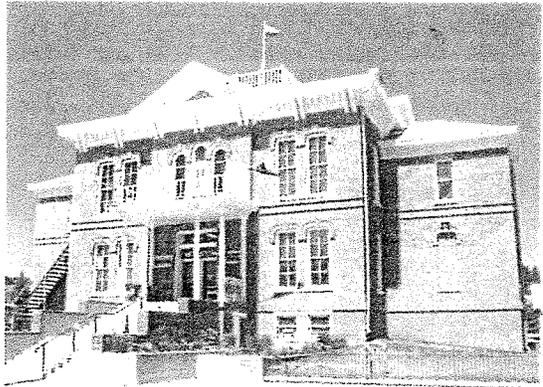
Signed this 4th day of December 2017.

ATTEST:

CITY OF CUSTER

LAURIE WOODWARD
FINANCE OFFICER
(SEAL)

CORBIN HERMAN
MAYOR



1881 COURTHOUSE MUSEUM

Custer County Historical Society

411 Mt. Rushmore Road – P.O. Box 826

Custer, South Dakota 57730

605-673-2443

E-Mail cchstsoc@gwtc.net

www.1881courthousemuseum.com

November 30, 2017

RECEIVED

NOV 29 2017

CITY OF CUSTER

Mayor and Members of
Custer City Council
622 Crook Street
Custer, S.D. 577390

Dear Mayor and Members:

In preparation for the events for 2018, the 1881 Courthouse Museum would like to request permission from the City of Custer for the following activities.

Permit for vendors displaying their wares on the grounds of the Courthouse Museum.
for the period of Sunday July 1, (set-up only)

Monday July 2

Tuesday July 3

Wednesday July 4.

The vendors occupy Museum ground space except for food vendors who utilize the Fourth Street between Mt. Rushmore Road and Crook Street.

We are requesting that this one-half block between Mt. Rushmore Road and Crook Street be closed to traffic to the alley (north).

The closure is requested beginning Sunday July 1 and ending Wednesday July 4, 2018.

Permit for Children's Patriotic Parade on Wednesday July 4 and permission to utilize The Ska-8 playground area on 8th Street across from Lynn's DakotaMart beginning at 9:00 am as assembly area for approximately 100 children who participate in the parade.
(Adult supervision by Museum staff and volunteers).

If you have any questions please feel free to contact me.

Sincerely

Gary Enright, Director

Only under lined
items need
approval

AUDIO-VIDEO SOLUTIONS, INC.

Invoice

1104 Jackson Blvd. Suite A
 Rapid City, SD 57702
 605-343-8363

DATE	INVOICE #
10/9/2017	5112

BILL TO
City of Custer 622 Crook St Custer, SD 57730

SHIP TO
City of Custer 622 Crook St Custer, SD 57730

P.O. NUMBER	TERMS	REP	SHIP	VIA
			10/9/2017	

F.O.B.	PROJECT

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
3	Service Call	10/6 Assess and repair lightning damage to Custer Downtown sound system	225.00	675.00T
0	Q1204USB	12 Input 2/2 Bus Mixer	239.00	0.00T
0	Factory Serv.	Repair / replace 1 Shure ULX-S4 wireless mic receiver	180.00	0.00T
0	ST-MX2	Mixer 2 Line/ Mic Level Inputs 1 Output preamplifier for wireless mic	189.00	0.00T
0	ISOBLOX	Ground Loop Isolator	31.98	0.00T
162	Mileage	Per Mile Charge	0.60	97.20T

Work complete and paid for

The original total for this estimate was 1412.18 and included the items below
 1 Service call 225.00
 1 Behinger Q1204USB Mixer \$239.00
 1 Factory repair on a Shure ULX-S4 wireless mic receiver \$180.00
 1 RDL ST-MX2 microphone preamplifier \$189.00
 1 Rapco Isoblox \$31.98
 108 miles @ .6 = \$64.80 (This item was not included on the original estimate and should be added to the future invoice)

1 JBL AWC129 all weather speaker 1. Crown XLS2500 amplifier and installation including installation. **\$1950.00**

Quote to fix 1 microphone & add additional speaker

Contact: Tracy Krsnak @ 605-390-9040	Total
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Laurie Woodward

From: Tracy Krsnak <tkrsnak@gmail.com>
Sent: Monday, November 27, 2017 2:59 PM
To: Laurie Woodward
Subject: Wireless mic repair

Hi Laurie,
I did find the email. Add \$180.00 to the cost of the estimate for repairing the additional wireless mic.

Thanks,
Tracy Krsnak

To repair the 2nd microphone

Audio Video Solutions
1104 Jackson Blvd
Rapid City, SD 57702
605-390-9040 Cell
605-343-8363 Office

Agreement between City of Custer and Battle Mountain Humane Society

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 BMHS.

Term and conditions: The term of this agreement shall commence January 1, ~~2017~~2018 and end December 31, ~~2017~~2018.

1. The City shall pay BMHS ~~\$800~~1,000 per month for services as an independent contractor for animal control services within the city limits of City of Custer.
2. ~~Additionally for calls responded to on weekends and outside of the normal hours of operation Monday – Friday 8:00 a.m. to 6:00 p.m., BMHS shall be compensated at the rate of \$25 per call.~~ **Deleted by Battle Mountain Humane Society
3. ~~The City shall pay the amount of \$10.00 per day for shelter of animals up to 3 days for a maximum expense of \$30.00, when payment is not made by owner upon pickup.~~ **Deleted by Battle Mountain Humane Society

BMHS 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 BMHS cannot be reached, the call shall be forwarded to the Custer County Sheriff's office to respond.

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

BMHS 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 BMHS. The welfare for animals will be provided by BMHS.

Fines and cost shall be charged to the offending animal owner as set forth in City Ordinances and any amendments thereto. BMHS 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 BMHS and the citation fee will be remitted to the City Finance Office, or BMHS. Any monies collected by BMHS 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.

BMHS will be responsible to provide all necessary equipment to snare loose animals and transport animals including vehicle cage. BMHS 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.

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

BMHS shall perform duties in a professional and humane manner. BMHS hereby agrees to hold the City of Custer, its officials, agents and employees, harmless from any incident from misuse of equipment, or BMHS 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 _____, 2016

Attest:

City of Custer

Laurie Woodward, Finance Officer

Corbin Herman, Mayor

Custer County Sheriff

Battle Mountain Humane Society

Marty Mechaley, Sheriff

Michelle Brock, Vice President

**2018
CUSTER CITY LEASE
AGREEMENT WITH
CUSTER AREA CHAMBER OF COMMERCE**

This Lease Agreement (this "Lease") is made effective as of January 1st, 2018 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, 2018 and will terminate on December 31st, 2018.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly payments of \$360 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, 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)

RECREATIONAL SERVICES AGREEMENT

YMCA of Rapid City (YMCA) on behalf of the Custer YMCA enters into the following agreement with the City of Custer (City):

PURPOSE

YMCA and City agree that the YMCA will serve as the primary recreational provider for Custer to provide recreational activities for its residents. The primary location of the Custer YMCA will be the Grace Coolidge Memorial Log Building located at 644 Crook Street (the facility).

INDEPENDENT CONTRACTOR STATUS

The YMCA in the performance of its duties under this Agreement shall occupy the position of an independent contractor with respect to the City. Nothing contained herein shall be construed as making the parties hereto partners or joint ventures, nor, except as expressly provided herein, construed as making the YMCA an agent or employee of the City.

DUTIES OF THE YMCA

For purposes of this agreement, the YMCA agrees to:

1. Conduct recreational, social and leadership activities designed for Youth Development, Healthy Living and Social Responsibility for the residents of Custer;
2. Provide YMCA employees and volunteers to conduct and supervise the programs administered by the YMCA. The hiring, supervising and evaluating of employees and volunteers shall be determined solely by the YMCA;
3. Provide training of all YMCA employees and volunteers. The types of training and the times in which training shall be given shall be determined solely by the YMCA;
4. Ensure compliance of YMCA employees and volunteers with YMCA Child Abuse Prevention Policies, which includes meeting criminal background check standards as determined by the YMCA on all employees and volunteers;
5. Pay for the utilities, including electricity, propane, water and sewer for the facility;
6. Provide for and pay for all necessary safety and fire inspections;
7. Provide general cleanliness and aesthetic appearance of facilities and grounds belonging to City and managed by the YMCA;
8. Provide recreational equipment to facilitate the programs. The YMCA owns this equipment throughout the term of this Agreement and following termination of this Agreement. The YMCA has a reasonable time to remove such equipment following termination of this Agreement;
9. Manage and schedule certain recreational facilities belonging to the City, which includes, but is not limited to, baseball, softball and soccer fields;
10. Submit a report of Custer YMCA finances, programs offered, participation and future outlook to the City prior to June 1 of each year;
11. Conduct participant registration for YMCA programs. All fees are to be determined solely by the YMCA;

12. Provide sponsored YMCA memberships for those who meet the qualifications of requiring financial assistance as determined by the YMCA.

DUTIES OF THE CITY

For purposes of this agreement, the City agrees to:

1. Provide the YMCA the Grace Coolidge Memorial Log Building located at 644 Crook Street for use as its center of operation;
2. Make capital improvements and repairs as are reasonably necessary. Capital improvements are agreed to mean items affixed permanently or for an extended term to the premises and normally construed as major repairs or replacement items;
3. Allow YMCA signage to be placed on the facility located at 644 Crook Street and temporary YMCA signage at any other area that YMCA programs are being administered;
4. Provide major maintenance and repair of the facility to ensure a safe environment and janitorial services;
5. Promote the YMCA as the primary recreational provider for the City;
6. Pay the sum of Twenty-Seven Thousand Five Hundred Dollars (\$27,500) to the YMCA on or before July 1, 2018, which is to be used by the Custer YMCA for the operation of Custer YMCA programs and activities. This sum may be adjusted annually as mutually agreed upon by the City and YMCA.

INSURANCE

Each party agrees to maintain a policy of liability insurance in the amount of not less than two million dollars (\$2,000,000) per occurrence for their separate responsibilities regarding operation and maintenance of the Custer YMCA. Each party shall provide a copy of said policy to the other party, naming the other party as an additional insured.

The parties further agree to assume all risk and liability for, and agree to indemnify and hold harmless the other party, its agents, sub-contractors, and its employees from all damages arising out of their separate responsibilities regarding operation and maintenance of the facility & programs caused by its negligence, its agents, sub-contractors, or employees negligence.

COMPLIANCE

Both parties agree to comply with all applicable ordinances, statutes and regulations imposing a duty upon a party.

TERM OF AGREEMENT

The term of this Agreement is from January 1, 2018 until December 31, 2018. The Agreement will automatically renew upon the same terms and conditions, except for the payment amount unless terminated in writing by either party. This agreement may be terminated at any time by either party with Ninety (90) days advance notice.

AMENDMENT

This agreement may be amended in writing by mutual consent and signed by the parties to this agreement.

CITY OF CUSTER CITY:

ATTEST:

Corbin Herman, Mayor

Laurie Woodward, Finance Officer

Date

(SEAL)

YMCA OF RAPID CITY:

Signature

Date

Print Name & Title

STATE OF SOUTH DAKOTA)
COUNTY OF CUSTER)

On this ____ day of _____, _____, before me, the undersigned, personally appeared _____ who acknowledged _____ (him/her)self to be the _____ of the YMCA of Rapid City, and that _____ (he/she) as such _____ being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by _____ (him/her)self as _____.

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

Notary:

My Commission Expires: _____

(Seal)

November 30, 2017

Dear Laurie,

This letter is to inform you that my last day of employment for the City of Custer City will be May 31, 2018.

With the addition of our third child I am feeling torn between work and home. I do not feel like either are getting all that I have to give, and after some serious thought Joe and I have decided it would be best if I just stayed home with the kids instead of trying to juggle them here and there on Friday's and sick days.

Thank you for understanding our decision and accepting my resignation.



Lisa Trana

AFLAC, Insurance, \$660.28
AFSCME Council 65, Dues, \$173.26
Battle Mountain Humane Society, Animal Control Contract, \$800.00
Beesley Law Office, Professional Fees, \$1,767.50
Black Hill Energy, Utilities, \$1,943.62
Carson Drug, Supplies \$15.49
Century Business Products, Supplies, \$151.80
Chronicle, Publishing, \$376.23
Custer Do It Best, Supplies, Repair/ Maint, \$171.92
California State Disbursement, Deductible, \$53.19
Delta Dental, Insurance, \$232.60
Discovery Benefits, Contributions, \$656.92
EFTPS, Taxes, \$12,262.40
Green Owl Media, Advertising, \$148.75
Hach, Repair & Maintenance, \$326.68
J.P Cookie Co, Supplies, \$59.31
Michael Todd & Company, Supplies, \$510.22
Petty Cash, \$316.96
Sander's Sanitation, \$13,439.26
Shanklin's, Supplies, \$590.32
SD Retirement System, \$5,662.02
Supplemental Retirement, \$420.00
Thomson Reuters, Supplies, \$64.58
Wellmark BCBS, Insurance, \$13,259.84
Mayor & Council, \$4,400.00
Finance Department, \$4,897.13
Public Buildings, \$659.29
Planning Department, \$6,854.64
Public Works Department, \$2,870.53
Street Department, \$8,236.16
Crusin' Department, \$74.62
Parks Department, \$1,456.74
Water Department, \$11,644.42
Wastewater Department, \$11,966.91
Total Claims, \$107,123.59

