

All City Council Meetings are recorded.

**CITY OF CUSTER CITY
COUNCIL AGENDA
January 2nd, 2018 – City Hall Council Chambers
5:30 P.M.**

1. Call to Order - Roll Call - Pledge of Allegiance
2. Approval of Agenda
3. Approval of Minutes – December 18th, 2017 Minutes, December 21st, & 28th, 2017 Special Meeting Minutes
4. Declaration of Conflict of Interest
5. Public Presentations - Public Hearings
 - a. Resolution #01-02-18A – Depositories Listing
 - b. Resolution #01-02-18B – Incidental Disbursement Account
 - c. Resolution #01-02-18C – Wage Scale (COLA applied)
 - d.
 - e.
6. Old Business
 - a.
 - b.
7. New Business
 - a. Designation of Official Newspaper
 - b. Designation of Administrative Official to Approve Raffles
 - c. Intergovernmental Contract with Public Assurance Alliance
 - d. Comprehensive Plan Contract – Black Hills Council of Local Governments
 - e. Approval of Cemetery Grave Digger
 - f. Cemetery Caretaker Contract
 - g. Annual Wage Listing
 - h.
 - i.
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 – January 8th, 2018 4:30 P.M.
Planning Commission Meeting – January 9th, 2018 5:00 P.M.
Regular City Council Meeting – January 16th, 2018 5:30 P.M.
Park & Recreation Committee Meeting – January 17th, 2018 5:30 P.M.
Public Works Committee Meeting – February 5th, 2018 4:30 P.M.
Regular City Council Meeting – February 5th, 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
December 18th, 2017**

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

AGENDA

Councilperson Nielsen moved to approve the agenda. Second by Councilperson Blom, the motion unanimously carried.

MINUTES

Councilperson Fischer moved, with a second by Councilperson Arseneault, to approve the minutes from the December 4th regular council meeting. The motion carried with Councilperson Maciejewski, Nielsen, Fischer, Blom and Arseneault voting yes while Councilperson Heinrich abstained.

CONFLICTS OF INTEREST

No conflicts of interest were stated.

SECOND READING – ORDINANCE #799 – SUPPLEMENTAL BUDGET

Councilperson Fischer moved to adopt Ordinance #799, Supplemental Budget for 2017. Seconded by Councilperson Blom, the motion carried with Councilperson Maciejewski, Heinrich, Nielsen, Fischer, Blom and Arseneault voting yes.

RESOLUTION #12-18-17A – NULL AND VOIDING PRIOR RESOLUTION – DISSOLVING TIF#3

Councilperson Maciejewski moved to adopt Resolution #12-18-17A, Null and Voiding Prior Resolution – Dissolving TIF #3. Seconded by Councilperson Nielsen, the motion unanimously carried.

RESOLUTION 12-18-17A

RESOLUTION NULL AND VOIDING PRIOR RESOLUTION

WHEREAS, the Common Council of the City of Custer City previously adopted and filed Resolution 09-27-07C, creating Tax Increment District Number Three for the following real property:

Lots 1, 2, and 3 of SE1/4 NE1/4 and the E1/2 SE1/4 SE1/4 less Lot H-1
and H-2, Section 27, T3S, R4E, BHM, Custer County, South Dakota.

AND WHEREAS, the Common Council of the City of Custer City thereafter adopted Resolution 02-04-08 on February 4th, 2008 dissolving Tax Increment District Number Three; however, such Resolution was never formally filed on the above legal description; and

THEREFORE IT IS HEREBY RESOLVED by the Common Council of the City of Custer City, that this Resolution 12-18-17A, along with the attached hereto and incorporated herein previously adopted Resolution 02-04-08, is hereby adopted, declaring Resolution 09-27-07C null and void, thereby dissolving Tax Increment District Number Three for the real property described hereinabove.

Dated this 18th day of December 2017.

City of Custer City

S/Corbin Herman, Mayor

ATTEST: Laurie Woodward, Finance Officer

COMBINED ELECTION AGREEMENT

Councilperson Heinrich moved to approve the combine election agreement with Custer County for the June 5, 2018 election. Seconded by Councilperson Fischer, the motion unanimously carried.

WAZI LANE RECONSTRUCTION PROJECT – FINAL CHANGE ORDER

Councilperson Maciejewski moved to approve the final change order for the Wazi Lane Reconstruction Project for \$46,839.89 for Mainline Contracting Inc. Seconded by Councilperson Heinrich, the motion carried with Councilperson Heinrich, Nielsen, Fischer, Blom, Arseneault and Maciejewski voting yes.

CLAIMS

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

Advanced Drug Testing, Safety, \$36.00

AE2S, Professional Fees, \$11,194.75

Banner Associates, Inc, Capital Improvements, \$7,869.22

Black Hills Energy, Utilities, \$12,626.64

Code Works, Professional Fees, \$232.62

Conwell, Kimble, Reimbursement, \$300.00

Core & Main, Repair and Maintenance, \$213.94
Culligan, Repair and Maintenance, \$18.50
Custer Car Wash, Repair and Maintenance, \$9.50
Chamber of Commerce, Supplies, \$25.00
Chamber of Commerce, Sales Tax Subsidy, \$9,816.45
Custer Ministerial Alliance, 2017 Promotions, \$1,000.00
Custer True Value, Supplies, Repair and Maintenance, \$351.79
Comfort Inn-Mitchell, Conference, \$370.00
California State Disbursement, Deductible, \$53.19
Dakota Pump, Repair and Maintenance, \$484.69
Discovery Benefits, \$25.00
Fennel Design, Improvements, \$2,700.00
French Creek Supply, Supplies, Repair and Maintenance, \$188.63
First Interstate Bank, Supplies, \$406.80
First Interstate Bank, Supplies, \$45.00
Gunderson, Palmer, Nelson & Ashmore, Professional Fees, \$89.88
Golden West Technologies, Supplies, Professional Fees, \$648.50
Golden West Telecommunications, Utilities, \$610.04
Hawkins, Supplies, \$9,533.61
Helpline Center, 2017 Promotions, \$500.00
Jenner Equipment, Repair and Maintenance, \$415.26
KLJ, Professional Fees, \$950.00
L & A Welding, Repair and Maintenance, \$56.00
Lynn's Dakotamart, Supplies, \$72.26
Mainline Contracting, Improvements, \$44,587.14
Midcontinent Testing Labs, Professional Fees, \$203.00
Northwest Pipe Fitting Inc, Supplies, \$303.15
Petty Cash, Supplies, \$125.54
Pitney Bowes, Supplies, \$48.69
Quill, Supplies, \$136.16
RCS Construction, Capital Improvements, \$258,250.00
Rapid Delivery, Professional Fees, \$64.70
SD Executive MGMT Finance Office, Utilities, \$55.63
S & B Motors, Repair and Maintenance, \$214.44
Sanitations Products Inc, Machine, \$377,312.00
Servall, Supplies, \$165.02
The Hartford, Insurance, \$41.22
US Postal Service, Supplies, \$225.00
USDA Loan Payments, \$8,910.00
Verizon Wireless, Utilities, \$465.10
Wright Express, Supplies, \$690.99
Ron Heinbaugh, Utility Deposit Refund, \$70.55
Total Claims, \$752,711.60

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 5:51 p.m. Seconded by Councilperson Blom, the motion carried unanimously.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward

Corbin Herman

Finance Officer

Mayor

**CITY OF CUSTER CITY
COUNCIL PROCEEDINGS- SPECIAL MEETING
December 21st, 2017**

Mayor Corbin Herman called to order a special meeting of the Common Council at 4:30 p.m. Present at roll call were Councilpersons Maciejewski, Nielsen, Fischer and Arseneault.

CONFLICTS OF INTEREST

No conflicts of interest were stated.

FIRST READING-ORDINANCE #800-SUPPLEMENTAL BUDGET FOR FY 2017

Councilperson Fischer moved to approve the first reading of ordinance #800. Seconded by Councilperson Nielsen, the motion carried unanimously.

ADJOURNMENT

With no further business, the Mayor adjourned the meeting at 4:31 p.m.

ATTEST:

CITY OF CUSTER CITY

Lisa Trana
Deputy Finance Officer

Corbin Herman
Mayor

**CITY OF CUSTER CITY
COUNCIL PROCEEDINGS- SPECIAL MEETING
December 28th, 2017**

Mayor Corbin Herman called to order a special meeting of the Common Council at 5:00 p.m. Present at roll call were Councilpersons Maciejewski, Heinrich, Nielsen, Fischer, Blom and Arseneault. The Pledge of Allegiance was stated.

CONFLICTS OF INTEREST

No conflicts of interest were stated.

SECOND READING-ORDINANCE #800-SUPPLEMENTAL BUDGET FOR FY 2017

Councilperson Fischer moved to adopt Ordinance #800, Supplemental Budget for Fiscal Year 2017. Seconded by Councilperson Blom, the motion carried with Councilperson Maciejewski, Heinrich, Nielsen, Fischer, Blom and Arseneault voting yes.

CLAIMS

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

AE2S, Professional Fees, \$1,059.61

AFLAC, Insurance, \$660.28

American Solutions for Business, Supplies, \$510.86

AFSCME Council 65, Dues, \$173.26

Amazon, Supplies, \$72.69

Banner Associates, Inc, Capital Improvements, \$16,458.50

Beesley Law Office, Professional Fees, \$1,640.00

Black Hills Energy, Utilities, \$2,978.46

Century Business Products, Supplies, \$174.31

Code Works, Professional Fees, \$985.12

Custer Car Wash, Repair and Maintenance, \$5.25

Chamber of Commerce, Sales Tax Subsidy, \$4,254.32

Chronicle, Publishing, \$239.93

Custer Do It Best, Supplies, Repair and Maintenance, \$38.87

Custer Heating and Air Conditioning, Repair and Maintenance, \$321.43

California State Disbursement, Deductible, \$53.19

Discovery Benefits, Supplies, \$681.92

Dacotah Bank, TIF #2 Payments, \$2,417.66

Dacotah Bank, TIF #4 Payments, \$26,335.98

Delta Dental, Insurance, \$148.20

EFTPS, Taxes, \$12,553.93

First Interstate Bank, Supplies, \$65.50

First Interstate Bank, TIF #4 Payments, \$26,335.99

First Interstate Bank, TIF #1 Payments, \$9,446.32

Gunderson, Palmer, Nelson & Ashmore, Professional Fees, \$100.00

G & R Controls, Repair and Maintenance, \$1,576.06

Green Owl Media, Professional Fees, \$145.20

Golden West Telecommunications, Utilities, \$610.04

Golden West Technologies, Supplies, Professional Fees, \$648.50

Hawkins, Supplies, \$4,075.02

Home Slice Media Group, BID Board Advertising \$14,259.50

Imageall, Supplies, \$92.00

It's Rustic LLC, Supplies, \$1,080.00

KLJ, Professional Fees, \$400.00

Lynn's Dakotamart, Supplies, \$5.39

Michael Todd & Company, Supplies, \$123.43

Northwest Pipe Fitting Inc, Supplies, \$7,949.17

Pace, Supplies, \$210.00

Petty Cash, Supplies, \$339.56

Pitney Bowes, Supplies, \$597.38
Quill, Supplies, \$318.70
Rapid Delivery, Professional Fees, \$51.76
Sanders Sanitation, Garbage Collection Contract, \$13,422.54
State of SD, Sales Tax, \$3,208.13
Servall, Supplies, \$165.02
Shanklin's, Supplies, \$57.08
SD One Call, Supplies, \$92.40
SD Retirement System, \$5,663.86
Supplemental Retirement, \$420.00
Thomson Reuters-West, Supplies, \$64.58
Toby Brusseau, BID Board Advertising, \$6,400.00
United Way, Contributions, \$120.00
Verizon Wireless, Utilities, \$465.10
Western SD Senior Services, 2017 Subsidy, \$2,500.00
Wright Express, Supplies, \$611.31
YMCA, Contributions, \$150.00
Mayor & Council, \$4,400.00
Finance Department, 5,351.47
Public Buildings, \$263.72
Planning Department, \$6,561.92
Public Works Department, \$2,997.60
Street Department, \$8,862.48
Cruisin Department, 106.42
Parks Department, \$1,398.07
Water Department, \$11,600.17
Wastewater Department, \$11,638.24
Total Claims, \$226,713.40

ADJOURNMENT

With no further business, Councilperson Arseneault moved to adjourn the meeting at 5:03 p.m.
Seconded by Councilperson Heinrich, the motion unanimously carried.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward
Finance Officer

Corbin Herman
Mayor

RESOLUTON # 01-02-18A

A Resolution Granting Authority to Invest Municipal Funds

WHEREAS, it has been determined by the Common Council of the City of Custer City, that it is in the best interest of the City of Custer City to invest all funds not immediately needed by the City of Custer City for day to day operations; and

WHEREAS, the State of South Dakota, Department of Legislative Audit, has determined that the authority to invest City funds is a local Council decision and must be authorized each year.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Custer City, that the Custer City Finance Officer, or designee, is hereby authorized to invest any such City funds, that are not immediately needed for the day to day operation of the City, from the following list of depositories, at the best interest rate available and for the period of time determined to be the most beneficial to the City.

First Interstate Bank, Custer, SD
Black Hills Federal Credit Union, Custer, SD
Edward Jones, Custer, SD
SD Public Funds Investment Trust, Sioux Falls, SD
Sentinel Federal Credit Union, Custer, SD
Highmark Credit Union, Custer, SD
Dacotah Bank, Custer, SD

Dated this 2nd day of January, 2018.

City of Custer City

Corbin Herman, Mayor

ATTEST:

Laurie Woodward, Finance Officer

RESOLUTION 01-02-18B

AUTHORIZATION OF CITY OF CUSTER INCIDENTAL DISBURSEMENT ACCOUNT

WHEREAS, the City of Custer, South Dakota recognizes the need for an incidental disbursement account in order to transact timely payments and reimbursements for specified transactions.

WHEREAS, SDCL 9-23-23 allows the City of Custer to establish an incidental account for advanced payments or for claims requiring immediate payment, not to exceed the specified amount established by the governing body.

WHEREAS, the City of Custer requires a detailed account of the expenditures from the incidental account shall be presented at regular intervals not to exceed one month with verified vouchers, itemized and supported by receipted bills or other information as general evidence of payment. All expenditures from this account shall be listed with other bills in the regular governing body proceedings with the bill list. All claims made on the incidental account require signatures of two officers of the city.

NOW THEREFORE BE IT RESOLVED, the City of Custer authorizes the Finance Officer to pay payroll and all regular monthly bills in a timely manner to avoid penalties and take advantage of discounts, prior to Council approval, with the bills being approved at each regular meeting.

AND NOW THEREFORE BE IT RESOLVED, the City of Custer authorizes the Finance Officer and staff to use the credit cards as needed.

Dated this 2nd day of January, 2018.

CITY OF CUSTER

ATTEST:

Corbin Herman, Mayor

Laurie Woodward, Finance Officer

(SEAL)

Resolution #01-02-18C

WHEREAS, the City of Custer City has previously adopted an Employee Wage Scale; and

WHEREAS, updating and amending of said Employee Wage Scale is necessary; and

WHEREAS, the salary schedule shall be adjusted yearly according to the COLA percentage (2.5% for 2018) approved by the Common Council; and

WHEREAS, the Common Council of the City of Custer City has determined that the Employee Wage Scale be modified in accordance with the attached incorporated Employee Wage Scale, which is labeled exhibit "A";

NOW THEREFORE BE IT RESOLVED that the 2018 Employee Wage Scale is adopted and supersedes all previous Employee Wage Scales.

Dated this 2nd day of January 2018.

CITY OF CUSTER CITY

ATTEST:

Corbin Herman, Mayor

Laurie Woodward
Finance Officer

(SEAL)

WAGE SCALE - 20 YEAR SCALE - EFFECTIVE 1/1/2018										
	STEP 1:	STEP 2:	STEP 3:	STEP 4:	STEP 5:	STEP 6:	STEP 7:	STEP 8:	STEP 9:	STEP 10:
POSITION:	OFF PROBATION 6 MONTHS	AFTER 52 WEEKS	AFTER 52 WEEKS	AFTER 52 WEEKS	AFTER 104 WEEKS	AFTER 104 WEEKS	AFTER 104 WEEKS	AFTER 156 WEEKS	AFTER 156 WEEKS	AFTER 156 WEEKS
PUBLIC WORK SUPERVISOR	\$22.29	\$23.48	\$24.18	\$24.91	\$25.65	\$26.68	\$27.75	\$28.86	\$30.01	\$31.21
PUBLIC WORKS WORKING FOREMAN	\$17.57	\$18.61	\$19.17	\$19.74	\$20.34	\$21.15	\$22.00	\$22.88	\$23.79	\$24.74
INTER-DEPARTMENT OPERATOR	\$14.86	\$15.36	\$16.30	\$16.79	\$17.29	\$17.98	\$18.70	\$19.45	\$20.23	\$21.04
CUSTODIAL MAINTENANCE WORKER	\$14.86	\$15.36	\$16.30	\$16.79	\$17.29	\$17.98	\$18.70	\$19.45	\$20.23	\$21.04
DEPUTY FINANCE OFFICER	\$15.92	\$16.42	\$17.42	\$17.94	\$18.48	\$19.22	\$19.99	\$20.79	\$21.62	\$22.48
ACCOUNT RECEIVABLE CLERK	\$14.86	\$15.36	\$16.30	\$16.79	\$17.29	\$17.98	\$18.70	\$19.45	\$20.23	\$21.04
PW & PLANNING TECHNICIAN	\$14.86	\$15.36	\$16.30	\$16.79	\$17.29	\$17.98	\$18.70	\$19.45	\$20.23	\$21.04
PARK LABORER - SEASONAL	\$11.83	\$12.33	\$13.08	\$13.47	\$13.88	\$14.43	\$15.01	\$15.61	\$16.23	\$16.88
PART TIME RECEPTIONIST	\$11.64	\$12.14	\$12.88	\$13.27	\$13.67	\$14.21	\$14.78	\$15.37	\$15.99	\$16.63
WATER AND/OR WASTEWATER OPERATOR										
*MUST MEET CERTIFICATION CLASS OF CUSTER FACILITIES TO QUALIFY ON PAY SCHEDULE FY2018 SCHEDULE IS WATER TREATMENT CLASS 1, WATER DISTRIBUTION CLASS 2.										
WASTEWATER COLLECTION CLASS 2, AND/OR WASTEWATER TREATMETN CLASS 2										
POSITION:	STEP 1:	STEP 2:	STEP 3:	STEP 4:	STEP 5:	STEP 6:	STEP 7:	STEP 8:	STEP 9:	STEP 10:
	OFF PROBATION	AFTER 52	AFTER 52	AFTER 52	AFTER 104	AFTER 104	AFTER 104	AFTER 156	AFTER 156	AFTER 156
	STARTING:	WEEKS	WEEKS	WEEKS	WEEKS	WEEKS	WEEKS	WEEKS	WEEKS	WEEKS
Public Works Director	\$55,584.23	\$60,114.35	\$61,917.78	\$63,775.31	\$65,688.57	\$68,316.11	\$71,048.76	\$73,890.71	\$76,846.34	\$79,920.19
Finance Officer	\$51,880.44	\$56,108.69	\$57,791.95	\$59,525.71	\$61,311.48	\$63,763.94	\$66,314.50	\$68,967.08	\$71,725.76	\$74,594.79
Planning Administrator	\$50,157.36	\$52,665.23	\$54,245.19	\$55,872.54	\$57,548.72	\$61,646.19	\$64,112.03	\$66,676.51	\$69,343.57	\$72,117.32
Mayor	\$1,400.00	Per Month								
Councilmembers	\$500.00	Per Month								

Certifications = \$1.00 per

AN ACT

ENTITLED, An Act to revise certain provisions concerning the notice given to municipalities and counties for bingo games and lotteries.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF SOUTH DAKOTA:

Section 1. That § 22-25-25 be amended to read as follows:

22-25-25. The game, bingo, as defined in § 22-25-23, or lottery, as defined in § 22-25-24, may not be construed as gambling or as a lottery within the meaning of § 22-25-1, if:

- (1) The bingo game or lottery is conducted by a bona fide congressionally chartered veterans' organization; a religious, charitable, educational, or fraternal organization; a local civic or service club; a political party; a volunteer fire department; a local industrial development corporation as defined in § 5-14-23; or a political action committee or political committee on behalf of any candidate for a political office which exists under the laws of the State of South Dakota;
- (2) The proceeds therefrom do not inure to the benefit of any individual;
- (3) No separate organization or professional person is employed to conduct the bingo game or lottery or assist therein;
- (4) No compensation of any kind in excess of the state minimum wage per hour or sixty dollars, whichever is greater, in value is paid to any person for services rendered during any bingo session in connection with the conduct of the bingo game or in consideration of any lottery. However, the provisions of this subdivision do not apply to games or lotteries conducted in connection with any of the following events: a county fair conducted pursuant to § 7-27-3, the state fair conducted pursuant to chapter 1-21, or a civic celebration recognized by resolution or other similar official action of the governing body of a county, municipality, or village;

- (5) No prize in excess of two thousand dollars is awarded at any one play of bingo;
- (5A) The actual value of any lottery prize is stated before any chances for the lottery are sold. A lottery prize of a stated amount of dollars in value may be given to a person who sells a winning lottery ticket or share as long as the winning lottery ticket or share is selected at random;
- (6) The organizations authorized under subdivision (1) of this section, before conducting a bingo game or before selling any chances for a lottery give thirty days' written notice of the time and place thereof to the governing body or designated administrative official of the county or municipality in which it intends to conduct the bingo game or lottery, and the governing body does not pass a resolution objecting thereto. However, any organization that conducts a lottery and tickets or shares for such lottery are sold state-wide shall provide written notice of such lottery pursuant to this subdivision only to the secretary of state and to the governing body where the drawing for such lottery is held. A municipality pursuant to § 9-29-5 may by ordinance prohibit within the municipality the sale of lottery tickets or shares for such lottery issued pursuant to this section; and
- (7) No organization authorized to conduct a bingo game or lottery under subdivision (1) of this section may enter into any lease or agreement with any other person or organization to provide equipment or services associated with the conduct of a bingo game or lottery. However, this subdivision does not apply to any lease or agreement with a distributor licensed pursuant to §§ 22-25-28 to 22-25-51, inclusive, to provide bingo or lottery equipment and supplies.



SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

RECEIVED
DEC 26 2017
CITY OF CUSTER

MAIN OFFICE
208 Island Drive
Ft. Pierre, SD 57532

SATELLITE OFFICE
5024 Bur Oak Place, Suite 103
Sioux Falls, SD 57108

PHONE: 605.224.8654 Option 2
TOLL FREE: 800.658.3633 Option 2

December 21, 2017

Dear SDPAA Members:

Thank you for your owner-membership in the South Dakota Public Assurance Alliance (SDPAA). This year marks the thirtieth anniversary of the SDPAA serving local governments throughout South Dakota.

Attached you will find a revised Intergovernmental Contract (IGC) which reflects the changes recently adopted by the SDPAA Board of Directors at its December 7, 2017 meeting. These changes will take effect on January 1, 2018 and primarily reflect the goal of allocating 100 percent ownership of the SDPAA's net position to SDPAA members.

When the SDPAA began its operations in 1987, the SDPAA's net position was divided into an Operating Fund (OF) and a Cumulative Reserve Fund (CRF). The CRF consists of "capitalization contributions" which were allocated from Members' casualty contributions during their first six years of membership. This type of arrangement is common when a risk-sharing pool is first established to ensure its financial solvency during its early years of operation. Thanks to our Members' high level of commitment and the high quality of the SDPAA's products and services, the SDPAA has been able to maintain strong fund balances in addition to the reserves set aside to fund estimated claims liabilities. Based on our strong financial position and on the recommendation of our actuary, the SDPAA Board of Directors adopted the revised IGC which eliminates the distinction between the OF and the CRF.

Another significant change to the IGC relates to the composition of the SDPAA Board of Directors. The Board is comprised of your fellow SDPAA Members. For the last several years, the Executive Directors of the South Dakota Municipal League and the South Dakota Association of County Commissioners have also served as ex-officio members of the Board. Now, the persons holding those positions will be standing members of the Board with full voting rights. We believe this enhanced membership on the Board for those two local government organizations will improve the SDPAA's ability to receive input from local governments in South Dakota and to be able to respond to their needs.

At your earliest convenience, please have the appropriate authorized person sign both of the signature pages of the revised IGC on behalf of your entity and return one of the signed pages to the SDPAA in the enclosed self-addressed postage paid envelope. The entire copy is for your file. We encourage you to review the document with your legal counsel and contact us with any questions.

We look forward to working with you to continue providing broad coverage and great services at stable, competitive rates.

Best Regards,

David A. Pfeifle, Executive Director
South Dakota Public Assurance Alliance

Endorsed by
SOUTH DAKOTA MUNICIPAL LEAGUE
SOUTH DAKOTA ASSOCIATION OF COUNTY COMMISSIONERS

**INTERGOVERNMENTAL CONTRACT
FOR THE
SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE**

This Contract is made and entered into by the undersigned who, upon execution of the Contract, will become contractually bound with all other signatories.

Whereas, the Acts of the State of South Dakota authorize and/or permit various Governmental Authorities to contract, and;

Whereas, the undersigned desires, along with other such entities, to form or join or reaffirm their membership in a local government risk pool to be known as the South Dakota Public Assurance Alliance, and;

Whereas, pursuant to the authority granted by SDCL ch. 1-24 and any acts amendatory thereto, the undersigned executes this document for purposes of joining or reaffirming membership, by virtue of an intergovernmental contract, the local government risk pool known as the South Dakota Public Assurance Alliance;

Now, therefore, the undersigned executes this Agreement in consideration for other Governmental Authorities executing this Agreement for the purpose of joining or reaffirming their membership in a local government risk pool known as the South Dakota Public Assurance Alliance. The undersigned agrees to abide by the terms and conditions of this Contract and all actions taken pursuant to this Contract. In consideration of the mutual covenants of all signatories to this Intergovernmental Contract it is agreed as follows:

ARTICLE I – NAME

The Pool created by this Contract shall be known as the South Dakota Public Assurance Alliance.

The signatories hereto, together with future signatories, establish a contractual local government risk pool for the purpose of effectuating this Agreement; which Pool shall have a perpetual duration and shall continue until terminated pursuant to the terms and conditions of the Agreement.

ARTICLE II – PURPOSE

The purpose of this Agreement is to enter into an Intergovernmental Contract to form a local government risk pool, to provide for joint or cooperative action by Members relative to their financial and administrative resources for the purpose of providing risk management services and risk sharing facilities to the Members and to the Member's employees, and to defend and protect, in accordance with this Agreement, any Member of the Alliance against liability as defined under Pool Retention and in the Member's Risk Sharing Certificate. This Contract and the activities hereunder shall not constitute doing an insurance business. This Agreement is intended to create a contractual relationship and agreement between the signatories.

This Agreement shall constitute a contract among those Governmental Authorities which shall now or at any time enter into this Agreement and become Members of the Alliance.

The liability of each Member is limited to the amount of financial contributions required to be made to the Alliance pursuant to the Agreement except in the event of termination of the Alliance as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII.

This Agreement shall not inure to the benefit of third parties nor does any party hereto waive such sovereign or governmental immunity as may be available to it individually.

In no event shall a Member be responsible, jointly or severally, for the liabilities of any other Member except in the event of termination of the Alliance as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII.

ARTICLE III – DEFINITIONS

In the interpretation of this Agreement the following definitions shall apply unless the context requires another interpretation:

1. Acts --“Acts” shall mean such Acts of the State of South Dakota, pursuant to which this Contract is executed, as the same may be amended from time to time.
2. Administrator -- “Administrator” shall mean the South Dakota Public Assurance Alliance.
3. Agreement --“Agreement” shall mean this Intergovernmental Contract for the South Dakota Public Assurance Alliance and all of the counterparts subsequently executed.
4. Alliance --“Alliance” shall be the sum of all the contracts or contractual obligations of the Members.
5. Annual Operating Contribution --“Annual Operating Contribution” shall mean those amounts necessary to fund the expenses of the Alliance.
6. Basis Rate --“Basis Rate” shall mean that amount annually promulgated by the Administrator deemed necessary to provide the Scope of Coverage afforded to a Member for the period of one year corresponding to the Risk Sharing Certificate effective date with due consideration to the Member’s individual characteristics.
7. Board --“Board” shall mean the Board of Directors of the South Dakota Public Assurance Alliance.
8. Casualty Coverage --“Casualty Coverage” shall mean the coverage afforded a Member for Casualty Risk, pursuant to the Member’s Risk Sharing Certificate and subsequent amendments and/or endorsements thereto.
9. Casualty Risk --“Casualty Risk” shall mean General Liability, Government Officials Liability, Law Enforcement Liability, Automobile Liability and other similar coverages usual to a Governmental Authority.
10. Claims Administrator --“Claims Administrator” shall mean any entity with whom the Administrator enters a contract for claims services.
11. Contract(s) --“Contract(s)” shall mean this Agreement and all of its counterparts.
12. Governmental Authority --“Governmental Authority” shall mean a public agency or any joint power agreement or separate entities consisting entirely of public agencies as defined in the Act.
13. Limits of Coverage --“Limits of Coverage” shall mean the limits of coverage established by any applicable coverage document, the Risk Sharing Certificate, and any other document or agreement that establishes and controls limits of various coverages provided to the Member.
14. Member --“Member” shall mean a Governmental Authority participating in the South Dakota Public Assurance Alliance by executing this Agreement.
15. Member’s Contribution --“Member’s Contribution” shall mean all amounts paid by Members and allocated to the Operating Fund.

16. Operating Fund --“Operating Fund” shall mean those amounts allocated to and designated as “Net Assets-Unrestricted” in the Alliance’s financial statements, as a result of increasing such amounts by the Annual Operating Contribution and investment income, and subtracting the expenses of the Alliance.
17. Pool --“Pool” shall mean the cumulative funds collected under this Contract and the contractual activities conducted hereunder, also sometimes referred to as the Alliance. The Pool is the sum of all Members’ funds and contractual duties, benefits and obligations.
18. Pool Retention --“Pool Retention” shall mean the amount that the Board may determine to retain as a designated retention from time-to-time.
19. Property Coverage --“Property Coverage” shall mean the coverage afforded a Member for Property Risk, pursuant to the Member’s Risk Sharing Certificate and subsequent amendments and/or endorsements thereto.
20. Property Risk --“Property Risk” shall mean Property, Vehicle Physical Damage, Inland Marine, Crime, Boiler and Machinery, and other similar coverages usual to a Governmental Authority.
21. Risk Sharing Certificate --“Risk Sharing Certificate” shall mean that document provided a Member evidencing the scope, nature, term, and limits of participation in the Alliance.
22. Scope of Coverage --“Scope of Coverage” shall mean the coverage, limits, and deductibles as established and defined in this agreement, any applicable separate coverage document, the Risk Sharing Certificate, and any other applicable document defining or establishing such terms, and subsequent amendments thereto.

ARTICLE IV – MEMBERSHIP

Contractual membership of the Alliance shall consist of Governmental Authorities who have entered into this Agreement or its counterpart by and through an individual duly authorized to execute this Agreement, and who have agreed to make the Member’s Contribution pursuant to the further provisions hereof. Members agree to the admission of future Members and acknowledge that they shall have no right to object to the addition of such Members provided they are admitted in accordance with the terms hereof. This Agreement shall be automatically renewed unless the provisions for withdrawal or termination are applied.

Each Member shall appoint an individual and an alternate to represent the Member with the Alliance. That individual or alternate shall act as a liaison between the Member and the Alliance for purposes of relating risk reduction and loss control information, and any other information or instructions concerning the obligations of the Member imposed by this Agreement and the rules and regulations established hereunder. The individual or alternate shall cast, on behalf of the Member, any vote which the Member is required or permitted to cast.

The obligations of Members of the Alliance shall include, but not necessarily be limited to, the following:

1. To promptly report to the Administrator or designated Claims Administrator any incident which could result in a claim being made by or against the Member within the Scope of Coverage.
2. To cooperate with and institute to the degree possible all loss prevention procedures established by the Administrator.
3. To provide to the Administrator such information as needed for rating purposes, including but not limited to, a completed renewal packet and any supplement questionnaires, as requested, and a budget approved by

Member's governing body of all revenues and expenditures for any fiscal year of the Member requested by the Administrator.

4. To provide representatives of the Administrator access to all records, including financial records and/or properties of the Member, provided the Administrator determines the information or access is necessary.
5. To cooperate with the Administrator and any employee, officer or independent contractor relating to the purpose and powers of the Alliance.
6. To allow attorneys and others employed by the Administrator to represent the Member in investigation, settlement, and all levels of litigation arising out of any claim made against the Member within the Scope of Coverage furnished by the Alliance.
7. To pay when due all annual contributions or other contributions, due or required, pursuant to this Agreement.

ARTICLE V – BOARD OF DIRECTORS

1. Administration of the Contract(s). The administration of this Contract(s) and management of the Alliance shall be governed by a Board of Directors of eleven (11) members comprised of six (6) municipal representatives, three (3) county representatives and the Executive Directors of the South Dakota Municipal League and the South Dakota Association of County Commissioners.
2. Qualifications of Members of the Board. Members of the Board shall be either:
 - a. Elected officials of an Alliance Member provided the governing board or the member in question has supported their appointment or candidacy by Resolution; or
 - b. Representatives, employees or appointed officials of an Alliance Member provided the governing board or the Member in question has supported their appointment or candidacy by Resolution; or
 - c. The Executive Directors of the South Dakota Municipal League and the South Dakota Association of County Commissioners are qualified by the nature of their respective positions and shall remain standing members of the Board.
3. Eligibility and Vacancies. Should the number of members of the Board become reduced due to disqualification, death, incompetence, resignation or other cause, the remaining members of the Board may appoint a person or persons to fill such a vacancy or vacancies until the time of the next annual meeting of the South Dakota Public Assurance Alliance so that the Board shall be maintained numerically during that time. At the next annual meeting of the South Dakota Public Assurance Alliance, the Nominating Committee of the Board of Directors shall recommend one candidate to fill each vacant position on the Board for the remainder of the term left open and Member entities of the South Dakota Public Assurance Alliance present at that annual meeting shall vote on the candidate recommended by the Nominating Committee in the manner described in paragraph 4 below. Any member of the Board may resign by sending notice of his/her resignation to the Chairman of the Board and the Administrator.
4. Election and Term of Members of the Board. An election shall be held at the annual meeting of the South Dakota Public Assurance Alliance to fill any Board position that is open, or will become open as the result of an expiring term or vacancy as described in paragraph 3 above. Applications for all open positions to be filled at such an election shall be submitted in writing to the Nominating Committee of the Board of Directors at least thirty (30) days prior to the date of the South Dakota Public Assurance Alliance annual meeting in question. The Nominating Committee will consider all applications received and recommend one candidate to fill each open Board position. The election held at the annual meeting of the South Dakota Public Assurance Alliance shall be determined by a majority of those Alliance Member entities present and voting at the annual meeting with each Member entity having one vote. A candidate recommended by the Nominating Committee and nominated at the annual meeting shall be deemed elected if he/she receives more than 50% of the votes cast by those Member entities present and voting at the election. If the candidate nominated fails to receive a majority of votes cast at the election then the Nominating Committee shall recommend a second person to stand at election at the same annual meeting. Board

members elected at such an election shall take office on the following January 1. All Board members shall be elected to a three (3) year term. A Board member may be removed for just cause by a majority vote of the Board of Directors. There shall be no prohibition on election to successive terms.

5. Meetings of the Board. The Board of Directors shall hold its annual meeting in conjunction with the annual meeting of the South Dakota Municipal League. The Board shall meet a minimum of four (4) times per year and at such other times as called by the Chairman. Any item of Alliance business may be considered at such meetings. Special meetings may be called by a majority of the Board of Directors. Meetings may be held by telephone or by written executed document.

Any member of the Board who has two (2) absences from the meetings of the full Board that have not been excused by the Chairman in any one (1) calendar year may be replaced by the Board.

6. Executive Committee. The Executive Committee shall be comprised of five (5) members including the three officers elected by the Board, one at-large Board Member selected by a majority vote of the Board and the Executive Director of the South Dakota Municipal League. The Committee shall be chaired by the Chairman of the Board. The Committee shall inform and direct the Executive Director of the South Dakota Public Assurance Alliance on Board policy and shall make recommendations to the Board as it deems necessary for the prudent operation and management of the Alliance.
7. Officers. By majority vote, the Board of Directors, at its December Board meeting, shall select from the members of the Board, a Chairman, Vice-Chairman, and Secretary/Treasurer.

ARTICLE VI – POWERS AND DUTIES

The Board of Directors shall be permitted and the undersigned authorizes it to perform and carry out, or delegate to others to perform and carry out, on behalf of the undersigned, each and every act necessary, convenient or desirable to, and for carrying out the purpose of this Contract and the Alliance, including but not limited to:

1. Administer the Alliance, receive Member's Contributions (contracted obligations) to the Alliance, and settle and pay claims and losses on behalf of its Members;
2. Make and enter into contracts to conduct and operate the Alliance;
3. Employ employees and agents on behalf of the undersigned;
4. Incur liabilities and charges against the common funds of the Alliance, but no charge, liability or obligation so incurred shall be the charge, liability or obligation of any individual party to this Agreement;
5. Sue or be sued in the Member's name or collective names, and defend such claims;
6. Acquire, or dispose of real and/or personal property;
7. Advise Members on loss control guidelines and procedures, and provide Members with risk management services, loss control, and risk reduction information;
8. Purchase for the Members reinsurance and/or excess insurance and/or enter into such excess risk sharing pools as may be available and deemed desirable for the protection of the Members and/or the Alliance itself;
9. Invest, on behalf of the Members, Alliance funds in securities and investments in a prudent and lawful manner;
10. Promulgate procedures and regulations for the general administration of this Contract(s);
11. Take such action as is necessary to terminate the participation/contract of any Member that fails to comply with the reasonable requirements of the Administrator concerning contractual obligations;

12. Provide surety and/or fidelity bonds, as may be available, for members of the Board, and all persons charged with the custody or investment of Alliance monies.

ARTICLE VII – LIABILITY OF THE BOARD OF DIRECTORS, ADMINISTRATOR, OR EMPLOYEES

The members of the Board of Directors, the Administrator, its directors, officers, and employees shall:

1. Use reasonable and ordinary care in the exercise of their duties hereunder;
2. Be afforded all of the privileges and immunities that may attach under any applicable law;
3. Not be liable for, and be held harmless and defended by the undersigned and from Alliance funds, for any act of negligence, any mistake of judgment or any other action made, taken or omitted in good faith;
4. Not be liable for any loss incurred through investment of funds or failure to invest such funds.

The Administrator may purchase, subject to availability and cost, insurance providing coverage for the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees.

The undersigned shall and the funds of the Alliance shall be used to hold harmless and defend the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees for any act or omission taken or omitted in good faith by the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees. The hold harmless and indemnity provisions of the undersigned shall be joint and several with all signatories to this Contract; provided, however, this obligation shall be considered an expense of the Alliance and in no event shall any individual signator be liable for more than its pro rata annual contribution herein except in the event of termination of the Alliance as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII. Nothing contained herein shall be construed as to require the undersigned to hold harmless or defend any party from any act done in bad faith or any breach of a fiduciary duty.

No covenant or agreement contained herein shall be deemed to be the covenant or agreement of any member of the Board of Directors or the Administrator nor any of its employees and none of such persons shall be subject to any personal liability or accountability by reason of the acceptance of a position or the undertaking of the performance of any of the responsibilities, obligations or duties contemplated in the carrying out of this Agreement, whether by virtue of any construction, statute or rule of law.

ARTICLE VIII – ESTABLISHMENT OF OPERATING FUND

1. The Board shall establish a budget which shall consist of Member's Contributions in amounts not less than the Administrator deems sufficient to annually produce the sum of money reasonably necessary to fund the expenses and any deficiencies which may occur in the Alliance's Operating Fund regulatory authority; the sum of which shall be known as the Annual Budget.
2. Thirty (30) days prior to the Alliance's fiscal year end, or at such other time as directed by the Board, the Administrator shall prepare an Annual Budget for the succeeding fiscal year. The Annual Budget shall be used to assist in determining the annual rates for the Alliance. The rates determined by the approval of the Annual Budget by the Board of Directors are used to determine the contributions for each Member, based on their exposures. Members' Annual Operating Contributions will be determined on an individual basis, based on detailed analysis of exposures and for a one (1) year period from their Risk Sharing Certificate effective date of coverage.
3. In the event that the Operating Fund becomes deficient during any Alliance fiscal year, the Alliance shall liquidate any and all assets and continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the Risk Sharing Certificate until all funds of the Alliance are exhausted. After such time, all coverages and payment of valid claims shall be the sole and separate obligation of each individual Member.

ARTICLE IX – MEMBER’S WITHDRAWAL, CANCELLATION, OR TERMINATION

1. Members agree to continue membership for a period of not less than one (1) full year. At the conclusion of such period, or anniversary thereof, a Member who has given sixty (60) days prior written notice to the Alliance may withdraw. Within 120 days following withdrawal, or as soon thereafter as the next Annual Budget is completed, the Alliance will advise the withdrawing Member their total calculated portion of contributions made to the Alliance that shall be refunded.

Refunds shall be calculated based on the pool’s total contributions, along with the Member’s total contributions, current losses, unpaid losses, and loss expenses, the Member’s loss ratio, and number of membership years.

Members who withdraw from the pool shall receive a calculated portion of their contributions refunded for unpaid casualty losses, based on the following schedule:

Years	Percentage
1	55%
2	50%
3	40%
4	35%
5	30%
6+	20%

All refunds shall be paid to the withdrawing Member over a five-year term.

Anything contained in this Agreement to the contrary notwithstanding, a Member’s election to cease participation in the Alliance for Property Coverage shall not constitute a withdrawal under any other terms and conditions of the Agreement. Property Coverage applies only to losses or claims which occur prior to the termination date. All rights for reimbursement or any right to claims against the Alliance shall terminate for Property losses which occur after the termination date.

Effective 12:01 a.m. on the date of the withdrawal and notwithstanding anything contained to the contrary within this Agreement or attachments hereto or the Risk Sharing Certificate issued pursuant to this Agreement, payments for all known and unknown Casualty Coverage claims or claims expense shall thereafter become the sole responsibility of the withdrawing Member without regard to whether a claim occurred or was reported prior to the withdrawal of the Member’s participation in the Alliance.

Effective 12:01 a.m. on the date of the withdrawal and notwithstanding anything contained to the contrary within this Agreement or attachments hereto or the Risk Sharing Certificate issued pursuant to this Agreement, payments for all Property claims and claim expense incurred thereafter shall become the sole responsibility of the withdrawing Member. Any Property claim reported in a timely manner not to exceed sixty (60) days after its occurrence shall be covered by the Alliance if the claim occurred during the period the Risk Sharing Certificate was in effect and if coverage is otherwise available under the Risk Sharing Certificate.

At the request of the withdrawing Member, the Alliance will continue to service all claims which have been reported to the Alliance during the withdrawing Member’s period of participation so long as the withdrawing Member shall promptly reimburse the Alliance for all claims expenses incurred. Payment of all claims so serviced by the Alliance for the withdrawing Member shall be the sole responsibility of the withdrawing Member and the Alliance shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph.

Anything contained in this Agreement to the contrary notwithstanding, a Member that has given notice of withdrawal may rescind said notice provided written notice of rescission is sent to the Alliance within the sixty (60) day period and provided further all contributions required from said Member are made in a timely fashion.

2. The Alliance may, by a two thirds (2/3) majority of the Board and by providing a Member sixty (60) days

prior written notice, cancel that Member's participation in the Alliance and terminate its Intergovernmental Contract effective at the end of any Risk Sharing Certificate year. Thereafter, it shall be the responsibility of the Alliance to defend, settle, and pay claims within the scope and limits set forth in the cancelled Member's Risk Sharing Certificate in effect on the date of the occurrence out of which such claim arose. This provision shall apply solely to claims which occurred during a Member's participation and evidenced by the Member's Risk Sharing Certificate. The cancelled Member shall have the right, prior to the actual date of cancellation, to withdraw from the Alliance by giving notice of such withdrawal. Electing to so withdraw, the Member shall be subject to the provisions of paragraph one (1) of this Article. Failing to elect to give notice of withdrawal, the cancelled Member forfeits all rights to a refund of any contributions made to the Alliance by said cancelled Member.

3. Any Member failing to make payments when due as required by this Agreement shall be terminated from the Alliance effective on the date the payment was due and upon that effective date of termination all coverages and benefits hereunder shall cease. All known and unknown claims and claims expenses thereafter shall become the sole responsibility of the terminated Member without regard to whether a claim occurred or was reported prior to the termination of the Member's participation in the Alliance. At the request of the terminated Member, the Alliance will continue to service all claims which have been reported to the Alliance during the terminated Member's period of participation so long as the terminated Member shall promptly reimburse the Alliance for all claims the terminated Member and the Alliance shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph. The terminated Member shall also forfeit all rights to any return of contributions and the Alliance shall apply any or all of the terminated Member's forfeited funds to the Operating Fund. If the Member shall subsequently submit its payment, the Administrator may, in its discretion, reinstate such membership.

ARTICLE X – SCOPE OF RISK SHARING PROTECTION

1. The Alliance provides risk sharing protection to each Member and will make or secure payment on behalf of each Member under criteria and procedures established for the payment of claims as provided in the Member's Risk Sharing Certificate. As long as a Member continues to renew its annual Risk Sharing Certificate, any claim that occurred during the period the Risk Sharing Certificate is in effect shall be considered for payment as provided in the Member's Risk Sharing Certificate.
2. The Alliance may obtain excess insurance, reinsurance, or join in excess risk sharing pools.
3. In the event that a claim or series of claims exceeds the amount of the risk sharing protection provided by the Member's Risk Sharing Certificate, or in the event that a claim or a series of claims should exhaust the Operating Fund and any reinsurance, then payment of valid claims shall be the sole and separate obligation of the individual Member or Members against whom the claim was made and perfected by litigation or settlement.
4. A Member may purchase, in its sole discretion, any insurance coverage in addition to those amounts purchased by the Alliance.
5. The Board may make changes in the Scope of Coverage, the amount of risk sharing protection or risk sharing retention by the Alliance upon consideration of the needs and requirements of Members, loss experience, and/or the kind and amounts of reinsurance or other excess coverage available. Where the Board takes such action, immediate notice after taking of such action shall be sent to all Members or their representatives.

ARTICLE XI – TERMINATION

The Alliance shall terminate at such time as two-thirds (2/3) of the municipal and county Members vote for such termination. After a vote to terminate, the Board shall commence with the orderly liquidation of the Alliance's business and shall complete the same as promptly as possible. During such period of liquidation the Alliance shall continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the Risk Sharing Certificate until all funds of the Alliance are exhausted. After payment of all claims and losses, any remaining funds held by the Alliance shall be paid to all Members of the Alliance at the time of the vote of termination, on a pro rata basis determined by the Board.

To the extent of the existence of funds in the Operating Fund, no Member shall be responsible for any claim, claims, judgment or judgments against any other Member or Members. If upon termination of the Alliance the remaining assets of the Alliance are insufficient to satisfy indebtedness of the Alliance (excluding claims or judgments against the Members), such deficiency shall be made up by assessments against Members of the Alliance on a pro rata basis determined by the Board.

ARTICLE XII – MISCELLANEOUS PROVISIONS

1. The provisions of this Agreement shall be interpreted pursuant to the laws of the State of South Dakota.
2. The parties hereto consent that courts in the State of South Dakota shall have jurisdiction over any dispute arising under this Agreement. The terms of this Agreement may be enforced in a court of law in the State of South Dakota either by the Alliance or by any Member.
3. The consideration for the obligations imposed upon Members pursuant to and under this Agreement shall be based upon the mutual promises and agreements of all Members who now execute or who hereinafter execute this Agreement.
4. This Agreement may be executed in duplicate originals or counterparts now or at any time in the future. The individual executing this Agreement on behalf of the participating Member hereby represents and certifies that he/she is duly empowered to so execute this document.
5. No waiver of any breach of this Agreement or any provisions herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any of the other provisions herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligations or acts.
6. This Agreement shall be binding and shall inure to the benefit of all Members who shall have executed this Agreement and complied with the financial requirements hereunder and provided that the Members shall have been duly approved in accordance with the terms and provisions of this Agreement.
7. The provisions of this Agreement shall be deemed severable and if any provision or part thereof is held illegal, void or invalid under applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, legal, valid or binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement shall not in any way be affected or impaired but shall remain binding in accordance with their terms and this Agreement shall be so interpreted.
8. This Agreement and the Risk Sharing Certificate contain the complete Agreement between the parties and no representations or oral statements made or heretofore given shall constitute a part of this Agreement. In the event that any provision of this Agreement is in conflict with or is incompatible with such, the terms and conditions of this Agreement shall prevail and take precedence.
9. This Agreement may be altered or amended only by amendments duly adopted in accordance with the terms and conditions of this Agreement; provided, however, that the Risk Sharing Certificate may be amended from time to time to reflect the exposures of each Member and such changes shall be exempted from the preceding terms of this paragraph.
10. The caption headings used in this Agreement are used merely for identification purposes and shall not be deemed a part of this Agreement.
11. Whenever in this Agreement words, including pronouns, are used in the singular or plural, or masculine or feminine, they may be read and construed in the plural or singular, or feminine or masculine, respectively, wherever they so apply.

- 12. This Agreement may be amended by the Board with the approval of two-thirds (2/3) of the members of the Board. All Members agree to properly execute and adopt amendments so approved.
- 13. The Board may, with the approval of two-thirds (2/3) of the members of the Board, elect to reform or reconstitute the Alliance to a stock, mutual, or reciprocal insurance company operating as a captive, Risk Retention Group, or other risk sharing entity.
- 14. The Alliance shall maintain a fiscal year ending December 31.

ARTICLE XIII – AGENT AND OFFICE

The agent of the Alliance for service of notice shall be the Administrator, 208 Island Drive, Ft. Pierre, SD 57532.

ARTICLE XIV – NOTICE

All notices required to be given under this Agreement pursuant to Article IX shall be in writing and sent by certified mail, return receipt requested, with postage prepaid. Notices by a Member to the Alliance shall be sent to the address in Article XIII to the attention of the Administrator. Notices to any Member shall be sent to the representative of the Member at the Member's last known address.

Notices to be given under this Agreement pursuant to Article X, 5. shall be sent to all Members or their representatives following Board action.

In the event that any party to this Agreement desires to change its address, notice of change of address shall be sent to the other party in accordance with the terms and provisions in this Article.

In Witness whereof, this Agreement was executed on the _____ day of _____, in the year _____, by the undersigned duly authorized officer of the Governmental Authority indicated below:

GOVERNMENTAL
 AUTHORITY: City of Custer

 Name of Entity

ACCEPTED FOR THE
 SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

By: _____

By: *David H. Pfeiffer*

PRINT NAME: _____

TITLE: Executive Director
 ADMINISTRATOR ON BEHALF OF ALL OTHER
 CURRENT AND FUTURE SIGNATORIES

TITLE: _____

- 12. This Agreement may be amended by the Board with the approval of two-thirds (2/3) of the members of the Board. All Members agree to properly execute and adopt amendments so approved.
- 13. The Board may, with the approval of two-thirds (2/3) of the members of the Board, elect to reform or reconstitute the Alliance to a stock, mutual, or reciprocal insurance company operating as a captive, Risk Retention Group, or other risk sharing entity.
- 14. The Alliance shall maintain a fiscal year ending December 31.

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In Witness whereof, this Agreement was executed on the ____ day of _____, in the year _____, by the undersigned duly authorized officer of the Governmental Authority indicated below:

GOVERNMENTAL
 AUTHORITY: City of Custer

 Name of Entity

ACCEPTED FOR THE
 SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

By: _____

By: David H Pfeiffer

PRINT NAME: _____

TITLE: Executive Director
 ADMINISTRATOR ON BEHALF OF ALL OTHER
 CURRENT AND FUTURE SIGNATORIES

TITLE: _____

PERFORMANCE CONTRACT

BETWEEN
THE CITY OF CUSTER CITY
AND
BLACK HILLS COUNCIL OF LOCAL GOVERNMENTS

This performance contract between the City of Custer City, the "CITY", and the Black Hills Council of Local Governments, the "COUNCIL", is for the COUNCIL to complete an update to the CITY'S Comprehensive Plan.

TERMS OF CONTRACT

This agreement shall commence upon its execution by both parties and shall terminate upon the delivery of the Final Draft of the Comprehensive Plan. In the event of early termination, the COUNCIL shall be compensated pro rata for the percentage of *Responsibilities* performed prior to the date of termination.

RESPONSIBILITIES

The parties to this contract agree to the following *Responsibilities*.

The CITY agrees to:

1. provide compensation to the COUNCIL in accordance with the terms of this contract;
2. provide information and guidance to the COUNCIL staff during the contract period;
3. fully consider and take appropriate actions recommended by the COUNCIL staff regarding specific administrative procedures;
4. provide feedback on elements of the plan document within a reasonable time period;
5. assume responsibility for all advertising and legal publications related to the review and adoption of the Comprehensive Plan; and,
6. establish a suitable local site for public participation events.

The COUNCIL agrees to:

1. perform all duties as outlined on the attached scope of work; and,
2. provide an electronic copy of the plan documents, maps, sample legal ads, and sample resolutions to the CITY in order to adopt the Comprehensive Plan.

COMPENSATION

The CITY hereby agrees to provide compensation to the COUNCIL in the amount of \$24,518.20¹ for services rendered in the development of the Comprehensive Plan as outlined in this contract. Compensation for performance of these COUNCIL responsibilities shall be due upon delivery of the Final Draft of the City of Custer Comprehensive Plan or upon early termination of this contract as provided herein. The CITY agrees to pay the COUNCIL within sixty (60) days of receipt of billing.

¹ \$30,604.60 minus \$6,086.40 in credit for City of Custer 2006 and 2007 payments for previous comprehensive plan

HOLD HARMLESS

To the fullest extent permitted by law, each party shall indemnify and hold harmless the other party, including each other's agents, employees and volunteers from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the party's respective *Responsibilities* as set forth herein, including loss of use resulting therefrom and which is caused in whole or in part by any negligent act or omission of the party, or any subcontractor of such party, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

ENTIRE AGREEMENT; NO THIRD PARTY BENEFICIARIES

This Contract is the entire agreement between the parties concerning its subject matter, supersedes all prior agreements and understandings, whether or not written, and is not intended to confer upon any person other than the parties any rights or remedies hereunder.

MODIFICATION OR CANCELLATION OF CONTRACT

This contract constitutes the entire agreement between all parties and supersedes all previous contract(s). No amendment or modification changing its scope or terms shall have any force or effect unless it is in writing and signed by both parties. This contract may be canceled by either party with thirty (30) days written notice, delivered by registered mail. In the event of early termination, the COUNCIL shall be compensated on a pro rata basis for the percentage of *Responsibilities* performed prior to the date of cancellation. All notices under this contract shall be addressed as follows:

To COUNCIL:
Black Hills Council of Local Governments
Attn: Ali DeMersseman
730 East Watertown Street, Suite 102
Rapid City, SD 57701

To CITY:
City of Custer City
Attn: Tim Hartmann
622 Crook Street
Custer, SD 57730

This agreement shall be binding upon the parties hereto, their successors and assigns.

Executed this day of , 2017.

CITY OF CUSTER

**BLACK HILLS COUNCIL
OF LOCAL GOVERNMENTS**

Corbin Herman, Mayor

Ali DeMersseman, Executive Director

PROPOSED SCOPE OF WORK:

The following outline details the scope of work to update Custer's Comprehensive Plan.

PHASE ONE – *Planning process groundwork*

- ***BACKGROUND DATA COLLECTION/WEBSITE DEVELOPMENT (August – September 2018)***
 1. BHCOLG will collect and review planning documents related to the comprehensive plan update.
 2. BHCOLG will collect GIS information for use on the project as available, including but not limited to: city parcel layer; street network system; existing water and sewer infrastructure; and, existing land use layer.
 3. BHCOLG will collect up-to-date data on Custer's demographics; employment, income; economics; education; transportation system; land uses; infrastructure; and, community facilities.
 4. BHCOLG will develop a comprehensive plan website to keep the public informed of the planning process.
- ***SCOPING SESSION (September 2018)***
 1. BHCOLG will conduct a meeting with the Planning Commission to review accomplishments from the existing comprehensive plan and identify key issues to focus upon during the update process.
- ***PUBLIC INPUT STRATEGY DEVELOPMENT (October 2018)***
 1. BHCOLG will conduct a meeting with the Planning Commission to develop a public input strategy and discuss preferred avenues of citizen engagement for the plan update.
- **PHASE 1 ESTIMATED TIME/COST: 72 HOURS/\$3,697.20**

PHASE TWO – *Initial input from the public*

A. COMMUNITY SURVEY (November – December 2018)

1. Based on the input from the City staff and Planning Commission, BHCOLG will develop a community survey to gauge the public's view of the issues and opportunities facing Custer. The survey will be available online and via paper format. The results of the survey will help to coordinate revisions to the goals and vision included in the plan document.

B. STAKEHOLDER MEETINGS (January 2019)

1. BHCOLG will conduct four small group stakeholder meetings with attendees identified by the City. These meetings will focus on issues and opportunities for the City of Custer. BHCOLG will develop the invitation materials, but the City will be responsible for distributing the invitations and publicizing the event. The input from these meetings will help to coordinate revisions to the goals and vision included in the plan document.

- PHASE 2 ESTIMATED TIME/COST: 116 HOURS/\$5,956.60

PHASE THREE – *Profiling the community*

A. *UPDATED COMMUNITY PROFILE (February 2019)*

1. BHCOLG will complete a Community Profile, which will include an analysis of existing conditions in demographics, employment, housing, land use, transportation, and community facilities. The community profile information will appear throughout the plan, articulated in the form of infographics, graphs, tables, and maps.
2. Based on the availability of data, BHCOLG will develop a series of maps to illustrate existing conditions in areas such as land use, transportation network, infrastructure services, and parks.
3. BHCOLG will synthesize all survey results and information obtained from the stakeholder meetings to relate the desires and ideas expressed by the public and this will be used as a foundation for the Phase Four visioning sessions.

- PHASE 3 ESTIMATED TIME/COST: 80 HOURS/\$4,108

PHASE FOUR – *Plan vision and goal revisions*

A. *VISIONING/GOAL SETTING SESSIONS (March and April 2019)*

1. BHCOLG will hold a meeting with the Planning Commission to present the community profile information, the public survey results, and input received during the stakeholder meetings.
2. BHCOLG will conduct two public visioning and goal setting meetings, in which participants will take part in visioning and goal setting activities regarding the future of Custer. BHCOLG will develop the materials inviting people to attend this meeting and to publicize the events, but the City will be responsible for distributing the invitations and publicizing the events.

- PHASE 4 ESTIMATED TIME/COST: 40 HOURS/\$2,054

PHASE FIVE – *Drafting the plan*

A. *PLAN DOCUMENT DEVELOPMENT (May – July 2019)*

1. Using the background data, maps, and the input gathered, BHCOLG will develop a draft of the comprehensive plan. It is anticipated that the plan will consist of the following sections: Community Profile; Planning Process; Vision and Goals; and, Implementation. In general, the following elements will be addressed in the Community Profile, Vision & Goals, and Implementation sections: Land Use; Housing; Economic Development; Recreation; Transportation; and, Public Facilities and Services.
2. BHCOLG will conduct one public open house to present the draft plan. BHCOLG will develop the materials inviting people to attend this meeting and to publicize the events, but the City will be responsible for distributing the invitations and the actual publications.

- PHASE 5 ESTIMATED TIME/COST: 208 HOURS/\$10,680.80

PHASE SIX – *Finalizing the plan*

A. *FINAL DOCUMENT (August 2019)*

1. BHCOLG will work with City staff and the Planning Commission to prepare a final draft of the comprehensive plan based upon the public input received in Phase Five.
2. BHCOLG will provide an electronic copy of the final plan document for adoption and sample notices and resolutions for use during the adoption process. The City will be responsible for all legal notices.

- PHASE 6 ESTIMATED TIME/COST: 80 HOURS/\$4,108

**CUSTER CITY CEMETERY
CARETAKING AGREEMENT**

This Agreement, made and entered into this _____ day of _____, 2018, by and between Custer City, hereinafter referred to as the City and _____, hereinafter referred to as the Contractor.

WHEREAS, the City desires to contract for service to be rendered for the care of the Custer City Cemetery and the Contractor agrees to render services, the City and the Contractor agree as follows:

A. That for the consideration of \$ _____ for the year 2018, payable in ~~six~~seven equal monthly installments of \$ _____ per month, beginning April 1st, 2018. The contractor agrees to perform the following:

1. Work will commence no later than April 1st and end no earlier than October 15th of each year.
2. Raking must be done in the spring prior to Memorial Day to remove all cones, needles, dead branches and leaves; ~~and as necessary throughout the contract period; and again~~ after September 1st. Grave spaces must remain visible at all times. All compostable waste may be disposed of at the City Dump Site. Contractor shall make arrangements with the Public Works Director to access City Dump Site.
3. All grave decorations (except those in permanent receptacles and ~~shepherds~~shepherd's hooks) will be removed no later ten days after Memorial Day. Decorations for Memorial Day may be placed the Friday before Memorial Day. All non-compostable waste removed from grave spaces shall be bagged and placed by the garbage can at the cemetery. Custer City Crew will pick up the bags and dispose of them.
4. Rake, mow, and trim the cemetery area marked in Exhibit "A" by the Thursday before Memorial Day. Weather permitting, fill all holes, tire tracks, sunken graves, and new graves with black dirt and either seed or cover with sod prior to October 15th, 2018. Grass seed and black dirt will be provided by the City of Custer. The contractor shall be responsible for hauling the dirt with their own equipment, or make arrangements to have dirt hauled. City equipment and crew shall be available at an hourly rate determined by the Fee Schedule.
5. Keep the cemetery area marked in Exhibit "A" mowed and trimmed at all times throughout the contract period, and remove any dead tree branches whenever necessary, within the contractor's abilities.
6. Take all precautions to not damage the trees and shrubs when mowing and power trimming.
7. Keep grass trimmed around all curbing, trees, rocks, streets and fences, all the way to the highway, to a desired mowing height of 2.5 inches, with height not to exceed 4 inches at any time.
8. All bushes must be removed that cover any headstones. All headstones must be visible and trimmed.
9. Keep dump area trimmed and neat.
10. Mow and trim totally on east side of cemetery, from north end of cemetery to south end, from highway to cemetery fence.
- ~~11.~~ 11. The lilac bushes will need to have the dead wood taken out as necessary to improve the growth.
- ~~12.~~ 12. Furnish all of your own equipment, fuel and repairs, and carry liability insurance, workers comp, and the City be named as additional insured. Contractor shall indemnify, defend, and hold harmless City, its officers, boards and committees, commissions, elected officials, employees, and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the performance or non-performance of this agreement.
- ~~12.~~ 12. The lilac bushes will need to have the dead wood taken out as necessary to improve the growth.
13. This contract is issued for the period of April 1st, 2018, through October 15th, 2018.

- B. The City reserves the right to negotiate with the Contractor to do any other jobs not enumerated in this agreement that the City deems necessary to improve the ~~looks~~appearance of the Cemetery.
- C. Either party to this Contract may cancel the Contract by giving a written three-week (21 days) notice of their intention to cancel and by listing their reasons for their cancellation.
- D. Both parties agree that upon three weeks after receipt of the written three-week (21 days) notice, that the Contract will be null and void. Contractor agrees to provide all services until such three-week period has expired, and City agrees to pay for such services on a prorated basis until such time. upon the expiration of the three week (21 days) period.
- E. This contract may be renewed from year to year unless the City or Contractor has a reason to cancel.

F.—The Contractor in the performance of its duties under this agreement shall occupy the position of an independent contract 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 Contractor an agent or employee of the City.

Dated this _____ day of _____, _____.

Contractor

Custer City Mayor

Attest:

Custer City Finance Officer

REQUEST FOR BIDS

**CEMETERY CARETAKING SERVICES
CONTRACT**

**CITY OF CUSTER,
622 CROOK STREET
SOUTH DAKOTA, 57730**

**BIDS ARE DUE NO LATER THAN 2PM
FEBRUARY 13, 2018**

**PERIOD OF PERFORMANCE:
APRIL 1, 2018 THROUGH OCTOBER 15, 2018**

**All questions shall be submitted 7 days prior to February 13,
2018 and all questions shall be in writing.**

STATEMENT OF WORK

DESCRIPTION OF SERVICES: The contractor shall provide all tools, supplies, equipment, fuel, repairs and labor necessary to ensure that the cemetery caretaker services are performed at the Custer City Cemetery, Custer, South Dakota.

BASIC SERVICES: The primary function of the cemetery caretaker is to perform lawn and gravesite maintenance. The caretaker will perform a variety of tasks, such as operating small tractors and riding lawn mowers; leveling dirt using hand and power tools; loading and unloading materials; cleaning and clearing cemetery grounds of debris using power trimmers, chainsaws, axes, shovels, rakes, blowers, vacuums etc.; weeding and applying fertilizer; pruning shrubs and low level dead branches. See Specifications below for the required deliverables.

WORK SCHEDULE: The contractor will work on their own schedule however they may have to work around scheduled funeral services.

SPECIFICATIONS FOR THE CUSTER CITY CEMETERY CARETAKER CONTRACT

1. Work will commence no later than April 1st and end no earlier than October 15th each year.
2. Raking must be done in the spring to remove all cones, needles, dead branches and leaves; as necessary throughout the contract period; and again, after September 1st. Grave spaces must remain visible at all times. All compostable waste may be disposed of at the City Dump Site. Contractor shall make arrangements with the Public Work Director to access City Dump Site.
3. All grave decorations (except those in permanent receptacles and shepherd's hooks) shall be removed no later than ten days after Memorial Day. Decorations for Memorial Day may be placed the Friday before Memorial Day. All non-compostable waste removed from grave spaces shall be bagged and placed by the garbage can at the cemetery. Custer City Crew will pick up the bags and dispose of them.
4. Rake, mow, and trim entire cemetery marked in Exhibit "A" by the Thursday before Memorial Day. Weather permitting, fill all holes, tire tracks, sunken graves, and new graves with black dirt and either seed or cover with sod prior to October 15th, 2018. Grass seed and black dirt will be provided by the City of Custer. The contractor shall be responsible for hauling the dirt with their own equipment, or make arrangements to have dirt hauled. City equipment and crew shall be available at an hourly rate determined by the Fee Schedule.

5. Keep the cemetery area marked in Exhibit "A" mowed and trimmed at all times throughout the contract period, and remove any dead tree branches whenever necessary, within the contractor's abilities.
6. Take all precautions to not damage the trees and shrubs when mowing and power trimming.
7. Keep grass trimmed around all curbing, trees, rocks, streets and fences, all the way to the highway, to a desired mowing height of 2.5 inches, with heights not to exceed 4 inches at any time.
8. All bushes must be removed that cover any headstones. All headstones must be visible and trimmed.
9. Keep dump area trimmed and neat.
10. Mow and trim totally on east side of cemetery, from north end of cemetery to south end, from highway to cemetery fence.
11. The lilac bushes will need to have the dead wood taken out as necessary to improve the growth.
12. Furnish all of your own equipment, fuel and repairs, and carry liability insurance, workers comp, and the City be named as additional insured. Contractor shall indemnify, defend, and hold harmless City, its officers, boards and committees, commissions, elected officials, employees, and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the performance or non-performance of this agreement.
13. This contract is issued for the period of April 1st, 2018, through October 15th, 2018.

THIS IS A FIXED-PRICED COMMERCIAL SERVICE CONTRACT.

PAYMENT AND INVOICE PROCEDURES: The contract will be paid in seven equal monthly installments starting April 15th, with each payment being prior to the 15th of each month, final payment, however, will be held until final inspection and approval by the City has taken place.

INSPECTION AND ACCEPTANCE: Inspections are for the purpose of satisfying the contract specifications and to ensure that the services are acceptable. The City will inspect the work according to the contract specification throughout the contract. If work is not completed, the contractor will be required to complete the work before the final invoice is submitted for payment.

PROJECT LOCATION: The address of the Custer City Cemetery is 25022 US-385, Custer, SD 57730. See attached Exhibit A for a map of the area. The City will provide additional maps on request.

PERFORMANCE BOND: A performance bond will be required with each bid in the amount of ten percent (10%) of the bid. If the bid is not accepted, the bond will be returned to the bidder. If the bid is accepted, the performance bond will be retained by Custer City until the contract has been completed in its entirety.

CONTRACTOR INSURANCE REQUIREMENTS: The contractor is required to provide liability insurance with the minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate, with the City named as additional insured. The contractor is required to provide workers compensation in accordance with South Dakota statutes.

SAFETY PROGRAM: The Contractor shall implement and maintain a safety program for preventing accidents and preserving the life and health of Contractor personnel involved in the performance or administration of the contract. A copy of the Contractor's safety program shall be made available at the request of the City.

CONTRACTOR PROJECT MANAGEMENT, SUPERVISION AND SAFETY: The Contractor shall at all times be responsible for safe, careful and efficient operations of his/her equipment. The Contractor shall be responsible for all damages to city or personal property caused by his/her operations. If there are damages, the Contractor shall report the incident with all pertinent details to the City Finance Office within 24 hours.

POINT OF CONTACT (POC): The Contractor shall provide a POC who shall be responsible for the performance of work. The contract POC shall be able to effectively read, write, speak and understand the English language. The name and telephone number for this designated POC where he/she may be reached on a 24-hour basis seven (7) days a week shall be submitted in writing to the City Finance Office.

POST AWARD MEETING:

A post award meeting will be scheduled 10 days prior to the start of the contract to ensure that the contractor has all the required insurance, workers compensation established and to answer any questions before the work starts. This meeting may be held as a phone conference.

INSTRUCTIONS TO BIDDERS

BIDDERS NEED TO SUBMIT THE FOLLOWING:

- A.) A bid price.
- B.) A list of prior contracts with the same/similar type of work to include the POC of each contract and cost of that contract.

C.) Bidders must sign their bid and have it notarized.

BID EVALUATION: The City of Custer SD will award a contract resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation and will be most advantageous to the City. This procurement will be awarded on a lowest price and past performance related factors that are most advantageous to the City of Custer SD.

The City of Custer SD, City Council reserves the right to reject any or all bids and to waive irregularities in any bid.

Scott Kellogg	\$29.29	Lance Stansbury	\$20.35
Jeri Hewitt	\$21.30	Gaile Walker	\$21.30
Julie Harley	\$19.04	John Christie	\$16.89
Rick Kothe	\$14.86	Jeff Clark	\$14.86
Lisa Trana	\$19.56	Lynnette Merritt	\$19.96
Sydney Gramkow	\$11.64	Kim Conwell	\$17.38

Salary Positions:

Bob Morrison	\$76,150.60	Laurie Woodward	\$67,312.33
Tim Hartmann	\$52,665.23		

Mayor \$1,400 monthly

Councilperson \$500 monthly

Planning Commission Members \$50 per meeting

