

All City Council Meetings are recorded.

**CITY OF CUSTER CITY
COUNCIL AGENDA**

February 19th, 2019 – City Hall Council Chambers
5:30 P.M.

1. Call to Order - Roll Call - Pledge of Allegiance
2. Approval of Agenda
3. Approval of Minutes – February 19th, 2019 Regular Meeting
4. Declaration of Conflict of Interest
5. Public Hearings - Public Presentations
 - a. Public Hearing – Malt Beverage License Transfer & New Wine License – The Rock Room & Garden
 - b. Second Reading – Ordinance #820 – Bond Schedule
 - c. Second Reading – Ordinance #821 – Removing Section 15.12.020 Types of Buildings in Fire District
 - c.
 - d.
6. Public Comments (3-minute max. per person, with total public comment period not to exceed 15 minutes)
7. Old Business
 - a.
 - b.
8. New Business
 - a. Progress Edition – Chronicle
 - b. Potential Land Transfer - Custer County Housing
 - c. Cemetery Caretaker Bids
 - d. Contribution to Dog Park
 - e. Sketch Plan – South West Summit Street Area
 - f. Construction Manager Request for Proposals
 - g. Wastewater Treatment Plant Upgrades Study Contract
 - h.
9. Presentation of Claims –
10. Department Head Discussion & Committee Reports –
11. Possible Executive Session – Personnel, Proposed Litigation, & Contract Negotiations (SDCL 1-25-2(1-4))
12. Adjournment

REMINDERS

- Park & Recreation Committee Meeting – February 20th, 2019 5:30 P.M.**
Public Works Committee Meeting – March 4th, 2019 4:30 P.M.
Regular City Council Meeting – March 4th, 2019 5:30 P.M.
General Government Committee Meeting – March 11th, 2019 4:30 P.M.
Planning Commission Meeting – March 12th, 2019 5:00 P.M.
Regular City Council Meeting – March 18th, 2019 5:30 P.M.

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

CITY OF CUSTER CITY
COUNCIL PROCEEDINGS- REGULAR SESSION
February 4th, 2019

Mayor Corbin Herman called to order the first meeting of the Common Council for the month of February 2019 at 5:34 p.m. Present at roll call were Councilpersons Blom, Whittaker, Nielsen, Fischer, Moore and Arseneault. The Pledge of Allegiance was stated.

AGENDA

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

MINUTES

Councilperson Arseneault moved, with a second by Councilperson Fischer, to approve the minutes from the January 22nd regular council meeting. The motion unanimously carried.

CONFLICTS OF INTEREST

No conflicts of interest were stated.

FIRST READING – ORDINANCE #820 – BOND SCHEDULE

Councilperson Fischer moved to approve Ordinance #820, Bond Schedule. Seconded by Councilperson Moore, the motion unanimously carried.

FIRST READING – ORDINANCE #821 – REMOVING SECTION 15.12.020 TYPES OF BUILDINGS IN FIRE DISTRICT

Councilperson Blom moved to approve Ordinance #821, Removing Section 15.12.020 Types of Buildings in Fire District. Seconded by Councilperson Nielsen, the motion unanimously carried.

RESOLUTION #02-04-19A and RESOLUTION #02-04-19B – PARK AVENUE STREET VACATION

After hearing from the Planning Administrator, property owners and property owners legal representative, Councilperson Fischer moved to adopt Resolution #02-04-19A, Park Avenue Street Vacation. Seconded by Councilperson Nielsen, the motion carried with Councilperson Blom, Whittaker, Nielsen, Fischer, Moore and Arseneault voting yes.

Resolution #02-04-2019A

WHEREAS, the verified Petition and application of all owners of real property abutting the hereinafter described portion of certain streets in Custer City, Custer County, South Dakota, praying that said portion of said street be vacated in order to promote an orderly and uniform system of streets and alleys in the City of Custer, the same not being necessary for the use and location of public streets and alleys thereon, has been heretofore filed, and

WHEREAS, the City Council of the City of Custer, Custer County, South Dakota, has heretofore caused notice of the time and place of hearing said Petition to be published once a week for two (2) consecutive weeks, to-wit: on the 16th day of January, 2019 and on the 23rd day of January, 2019, in the Custer County Chronicle, a legal newspaper printed and published in the City of Custer, Custer County, South Dakota, setting forth the 4th day of February, 2019, at the hour of 5:30 o'clock, P.M. for hearing thereon.

NOW THEREFORE BE IT RESOLVED that that certain portion, of the originally platted streets and alleys to the City of Custer, Custer County, South Dakota described as follows:

The West 10 feet of Park Avenue contiguous to Lots 14 of Block 82. Said street vacation lying between the north line of the east/west alley and the south line of Canal Street and having a dimension of 150' x 10'.

all located in the City of Custer City in Custer County South Dakota, subject to existent and future easements and right of way for public and private utilities, be, and the same is, forever vacated.

IT IS FURTHER RESOLVED that this Resolution is made upon the express condition that the Petitioners are responsible for the propriety of the proceedings including the Petition, consent of adjoining property owners, and compliance of the said proceedings with the statutes of the State of South Dakota and the ordinances of the City of Custer City and the limitations thereof, and Petitioners by acceptance of this Resolution agree to assume the liability, if any, of the City of Custer occasioned by the reading of this Resolution and the use and occupancy of the subject property by the Petitioners.

Dated at Custer, Custer County, South Dakota, this 4th day of February 2019.

City of Custer City

S/Corbin Herman, Mayor

ATTEST: Laurie Woodward, Finance Officer

Councilperson Arseneault moved to adopt Resolution #02-04-19B Park Avenue Street Vacation. The motion died due to lack of a second.

PUBLIC COMMENTS

No public comments were received.

MINOR PLAT – CUSTER PARK SUBDIVISION

Councilperson Blom moved to approve the minor plat for Custer Park Subdivision. Seconded by Councilperson Whittaker, the motion unanimously carried.

RESIDENTIAL CONDITIONAL USE PERMIT – GROUP REVIEW AND REDUCED FEE

Councilperson Nielsen moved to approve a reduced fee of \$100 in conjunction with the proposed timeframe (applications due to City Office by March 5th, 2019) for residential conditional use permits for those previously operating that would require a conditional use permit based on the newly adopted residential zoning ordinance. Seconded by Councilperson Fischer, the motion unanimously carried.

HARBACH PARK PHASE 1 DESIGN CONTRACT - KLJ

Councilperson Fischer moved to approve the Harbach Park Phase 1 Design Contract with KLJ for \$41,950. Seconded by Councilperson Blom, the motion carried with Councilperson Whittaker, Nielsen, Fischer, Moore, Arseneault and Blom voting yes.

DEER MANAGEMENT DEER PROCESSING

Councilperson Arseneault moved to approve a change in rate for Top Pin Archery for deer processing from the \$40 per head to a flat rate of \$3,500 due to the process with CWD testing taking longer. Seconded by Councilperson Moore, the motion carried with Councilperson Nielsen, Fischer, Moore, Arseneault, Blom and Whittaker voting yes.

STATEMENT OF VALUES

Councilperson Fischer moved to approve the statement of values as presented with an increase to the Water Treatment Plant at 1115 Washington Street to \$750,000 for contents, Well House #14 to \$10,000 for contents; equipment additions of 2018 Dodge Ram Pickup (\$28,967), 2018 Vactor Sewer Cleaner (\$377,312) and 2018 Bobcat Toolcat (\$54,394); and approved the list of exclusion from property coverage. Seconded by Councilperson Blom, the motion unanimously carried.

EMPLOYEE INCREASES

Councilperson Arseneault moved to approve certification increases for Rick Kothe to \$16.82 per hour effective January 25th, 2019 and Jeff Clark to \$16.82 per hour effective January 25th, 2019. Seconded by Councilperson Nielsen, the motion unanimously carried

CLAIMS

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

2018 Claims

Black Hills Energy, Utilities, \$1,210.78

2019 Claims

Aflac, Insurance, \$766.76

Battle Mountain Humane Society, Animal Control Contract, \$1,000.00

Black Hills Chemical, Supplies, \$523.06

Black Hills Energy, Utilities, \$1,890.25

Beesley Law Office, Professional Fees, \$1,652.50

California State Disbursement, Deductions, \$53.19

Century Business Products, Supplies, \$127.99

Custer Area Economic Development Corporation, \$30.00

Custer Ambulance Service, \$40.00

Custer Doit Best, Supplies, \$57.76

Chamber of Commerce, Supplies, \$475.00

Chronicle, Publishing, \$456.21

Custer Community Action Team, 2019 Subsidy, \$1,500.00

Delta Dental, Insurance, \$254.20

Discovery Benefits, Supplies, \$1,211.92

EFTPS, Taxes, \$13,909.52
First Interstate Bank, TIF #1 Payment, \$4,502.89
GenPro Energy Solutions, Repairs and Maintenance, \$331.63
Golden West Technologies, Maintenance, \$552.40
Hach, Repairs and Maintenance, \$151.15
Kimball Midwest, Supplies, \$650.87
Michael Todd & Company, Supplies, \$473.46
Nelson's Oil & Gas, Supplies, \$1,000.75
Petty Cash, Supplies, \$454.25
Sanders Sanitation, Garbage Collection Contract, \$13,816.99
SD Retirement System, \$6,986.68
Supplemental Retirement, \$510.00
The Hartford, Insurance, \$63.62
Wright Express, Supplies, \$666.60
YMCA, Membership, \$47.00
Mayor & Council, \$4,532.00
Finance Department, \$4,834.96
Public Buildings, \$2,902.19
Planning Department, \$7,192.21
Public Works Department, \$3,083.23
Street Department, \$12,253.09
Cruisin Department, \$74.26
Parks Department, \$4,121.97
Water Department, \$12,159.65
Wastewater Department, \$11,950.52
Total Claims, \$118,471.51

DEPARTMENT HEADS & COMMITTEE REPORTS

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

ADJOURNMENT

With no further business, Councilperson Whittaker moved to adjourn the meeting at 6:45 p.m.
Seconded by Councilperson Moore, the motion carried unanimously.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward
Finance Officer

Corbin Herman
Mayor

NOTICE OF PUBLIC HEARING UPON APPLICATION FOR THE SALE OF ALCOHOLIC BEVERAGES

Notice is hereby given that the City Council of the City of Custer City, Custer County, South Dakota will hear and consider the following for the sale of malt beverage at a meeting of the City Council to be held on the 19th day of February 2019, in the Council Chambers of City Hall in said City at 5:30 p.m. of said day. Application to be considered for renewal pursuant to SDCL 35-4 is as follows:

The Rock Room & Garden - Retail (On-Off Sale) Malt Beverage - Transfer
The Rock Room & Garden - Retail (On-Off Sale) Wine and Cider - 2019 License

548 Mt Rushmore Road

Any person or persons interested either for or against the granting of any such application may appear at the time and place above stated. Individuals needing assistance, pursuant to the Americans with Disabilities Act should contact the City Finance Officer no less than 24 hours prior to this meeting to make necessary arrangements.

Dated this 24th day of January 2019.

/s/Sydney Gramkow
Deputy Finance Officer

Custer County Chronicle - Please Publish February 6th, 2019

Contingent upon
proof of insurance

ESTABLISHMENT	LICENSE	TAXES PAID	AGREEMENT	INSURANCE	10% DUE TO CITY	VIDEO LOTTERY
THE ROCK ROOM & GARDEN	NEW - WINE	✓	✓	PENDING	X	X
THE ROCK ROOM & GARDEN	MB-TRANSFER	✓	✓	PENDING	X	X

ORDINANCE NO. #820

AN ORDINANCE AMENDING THE BOND SCHEDULE FOR CITY ORDINANCE VIOLATIONS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CUSTER CITY, SOUTH DAKOTA THAT THE FOLLOWING BOND SCHEDULE, attached hereto as Exhibit "A" and incorporated herein by this reference as though set forth in full, shall be utilized by all law enforcement or judicial officers as bond guidelines for alleged violations of City Ordinances.

BE IT FURTHER ORDAINED that all municipal code violations without a stated bond amount listed on Exhibit "A" shall be written in accordance with the fine and bond schedule then in use and adopted by the State of South Dakota.

Dated this 4th day of February 2019, at the City of Custer City, South Dakota.

Corbin Herman, Mayor

ATTEST: _____
Laurie Woodward
Finance Officer

(SEAL)

First Reading: February 4, 2019
Second Reading: February 19, 2019
Publication: February 27, 2019

Vote: Fischer:
Nielsen:
Arseneault:

Whittaker:
Blom:
Moore:

2019 BOND SCHEDULE FOR CUSTER MUNICIPAL ORDINANCES

Municipal Code	Offence	Bond
9.04.060	Open Container	
9.04.090	Disturbing the Peace	
9.04.070	Drinking Alcohol outside Licensed Premises	\$122.50
9.04.080	Fireworks	\$122.50
9.08.030	Maintaining a Nuisance	\$122.50
9.08.040	Trespass	\$122.50
10.08.010	Failure to Obey Traffic Control Devices (Traffic Lights, Stop Sign, etc.)	
10.08.050	Improper Use of Signals	
10.08.070	Illegal U-Turn	\$122.50
10.08.120	Speeding on Roadways <div style="text-align: center;"> 1-5 MPH Over Limit 6-10 MPH Over Limit 11-15 MPH Over Limit 16-20 MPH Over Limit 21-25 MPH Over Limit 26 and up MPH Over Limit </div>	
10.08.180	Operating Vehicles without Headlights	
10.08.190	Failure to Dim Headlights	
10.08.300	Careless Driving	
10.08.250	Riding outside of Motor Vehicle	\$122.50
10.08.320	Violation of Pedestrian's Right-of-Way	\$122.50
10.08.350	Use of Streets for Sale or Storage of Vehicles	\$122.50
10.16.010	Parking Violation	\$22.50
10.16.090	Blocking Fire Hydrant Access	\$122.50
10.16.140	Parking During a Snow Removal Alert	\$122.50
10.16.100	Parked Blocking Driveway or Alley	\$122.50
10.24.180	Operating a Bicycle/Skateboard on Sidewalk in Business District	\$22.50
10.16.160	Handicapped Parking	
12.18.010	Camping Prohibited on City Property	\$122.50

Date this _____ day of _____, 2019

BY: _____

Circuit Court Judge

ORDINANCE NO. 821

AN ORDINANCE ENTITLED AN ORDINANCE AMENDING TITLE 15 BUILDINGS AND CONSTRUCTION, CHAPTER 12 FIRE LIMITS, SECTION 15.12.020 TYPE OF BUILDINGS IN FIRE DISTRICT OF THE CITY OF CUSTER CITY MUNICIPAL CODE.

NOW BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF CUSTER CITY THAT THE CUSTER MUNICIPAL CODE BE AMENDED BY REPEALING THE ENTIRETY OF CUSTER MUNICIPAL CODE 15.12.020 TYPES OF BUILDINGS IN FIRE DISTRICT.

Dated this 4th day of February, 2019.

City of Custer City

Corbin Herman, Mayor

Attest _____
Laurie Woodward, Finance Officer

(SEAL)

First Reading: February 4, 2019

Seconding Reading: February 19, 2019

Publication: February 27, 2019

Vote:

Fischer:

Neilsen:a

Arseneault:

Whittaker:

Blom:

Moore:



Planning Department

622 Crook Street

Custer, SD. 57730

Phone: 673-4824

Fax: 673-2411

e-mail: timh@cityofcuster.com

Staff Report

CMC Chapter 15.12 - Fire Limits Memo and Discussion

Date Prepared: January 11, 2019

Prepared by Tim Hartmann, Planning Administrator

GENERAL

Fire limits fire code originally was originally adopted in in the early years of Custer with minor amendments in 1995, 2009, and 2014. Staff believes this code was originally adopted as a correlating code to work together with older Uniform Building Codes (see Dave St. Pierre note). As time has progressed, it seems as though newer building codes provide the avenue needed to protect life, limb and property.

CUSTER CITY FIRE LIMITS

The fire limits of Custer include the areas of Blocks 1, 8 & 16 fronting Mt Rushmore Rd on the south and Crook St on the north, lying between 7th Street on the east and 4th Street on the west, and all of the area south of the alley running east and west in Block 9 between 8th Street on the east and 7th Street on the west. Also including Blocks 105, 106, 115 & 116, fronting Mt. Rushmore Rd on the north and Washington St on the south, between 8th Street on the East and 4th Street on the west.

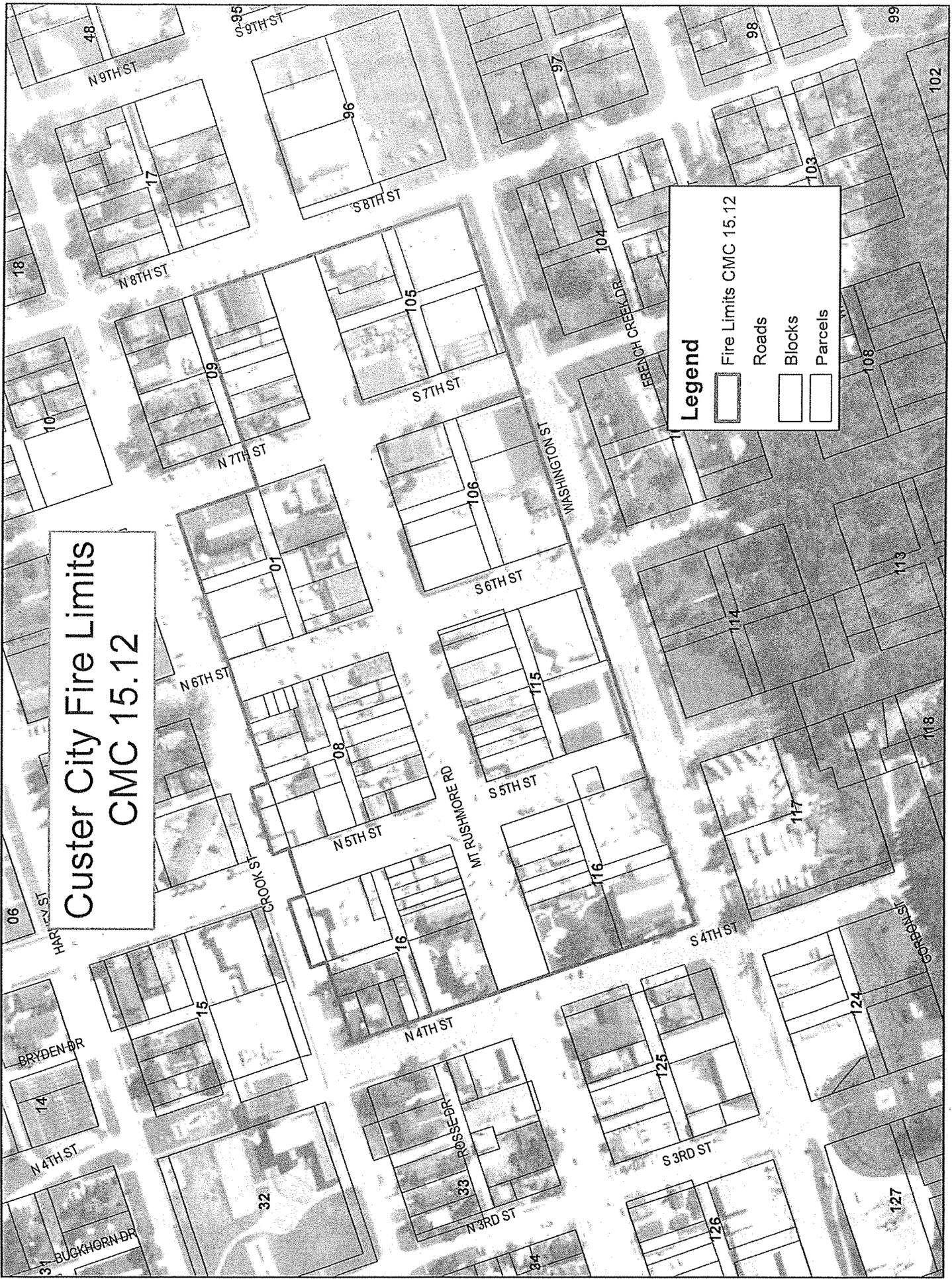
TEMPORARY STRUCTURES

City staff and elected officials have also discussed this ordinance in relation to temporary type structures within the fire limits of the City. More specifically, tents. Staff has believes such structures likely do not relate to this ordinance as this is specifically referencing wood built structures. Again, the building code addresses safety guidance associated with such. Additionally, the temporary business aspect of such may be more suitably discussed in other chapter(s) of the Custer Municipal Code.

Custer City Fire Limits CMC 15.12

Legend

- Fire Limits CMC 15.12
- Roads
- Blocks
- Parcels



Tim Hartmann

From: Dave St. Pierre <daverimrock@gmail.com>
Sent: Thursday, December 20, 2018 10:45 AM
To: Tim Hartmann
Subject: Re: Fire Limits Ordinance

Tim;

As I look at this ordinance for fire limits in the City of Custer, it appears to me that this ordinance could have been a derivative of the fire zone requirements that were in the older Uniform Building Codes. Such fire zones in the older UBC's did regulate the type of construction of buildings in these fire zones. A higher type of construction was required for the higher types of fire zones. As per a city ordinance the fire zones were established, and the higher the fire zone, the more stringent the requirements were for types of construction. The higher types of fire zones were typically for areas of a municipality that had a higher concentration of buildings, such as a central business district, and the UBC then did require a higher type of construction for buildings constructed in that fire zone.

In the 1979 the UBC did eliminate the fire zone requirements from the code, as the codes were normally updated every three years, and over the course of time, other code requirements replaced the need for fire zones.

The UBC's always did have some form of construction requirements for exterior walls of buildings when they are constructed on or near a property line, as is the case in most city's central business districts where buildings are constructed property line to property line. And over the years of updating the building code, the requirement for such exterior walls has become more stringent than the older codes.

What is now required of buildings constructed on or near the property line are walls of fire resistive construction, regardless of construction type, that do not allow any openings, thus there is protection for and between buildings that are on or near a property line. Also, a requirement to add sprinkler systems to buildings was added based on a fire area of a building when that building was of a certain square footage.

So, I think your ordinance is outdated and I would suggest that such be eliminated as you have adopted the current building codes that have an equal or even higher protection rating for buildings in Custer, and I think the current codes govern what the City of Custer was trying to do when they adopted this ordinance.

Dave St. Pierre

On 12/19/2018 12:20 PM, Tim Hartmann wrote:

Hey Dave,

Attached is the local ordinance as we discussed.

Thanks for your help with this...

Tim Hartmann

Chapter 15.12

FIRE LIMITS

See 15.08.090 for Metal Railways

Sections:

- 15.12.010 Fire limits.
- 15.12.020 Type of buildings in fire district.

15.12.010 Fire limits.

That area in the city bounded and described as follows shall be and is designated the fire limit of the city:

All of that area in said city blocks 1, 8, and 16 fronting on Mt. Rushmore Road on the south and on Crook Street on the north, lying between 7th Street on the east and 4th Street on the west, and all of that area south of the alley running east and west in Block 9 bounded on the east by 8th Street and on the west by 7th Street; all of the area in said city in Blocks 105, 106, 115 and 116, fronting on Mt. Rushmore Road on the north and on Washington Street on the south, lying between 8th Street on the east and 4th Street on the west.

(Prior code § 8-301)

15.12.020 Type of buildings in fire district.

A. There shall not be erected or placed, built or rebuilt by any person, persons, firm, corporation or association of individuals, any wooden building, buildings, structure or edifice of any character within the fire limits as hereinafter provided. Every building, structure or edifice built, erected, rebuilt or placed within the fire limit as defined in this chapter, shall contain sidewalls with a minimum two-hour fire rating and all openings and other exterior walls which meet the minimum fire resistance rating or protection provisions of the Uniform Building Code. No sidewall, opening or other exterior wall shall be exempt except upon approval of the city council.

B. Wooden buildings, awnings or structures now in existence in the fire limit as defined in this chapter may remain or be repaired upon approval of the city council or South Dakota Department of Transportation (SD DOT); but no extensions or additions to any such buildings or structures shall be permitted unless meeting the minimum provisions of this section. No wooden building or structures of any kind may be removed from one (1) location within the fire limit to another location within the fire limit; provided, however, that the city council may in its discretion permit the placing of a temporary wooden building or structure within the fire limit; provided, that any permission so granted shall not in any event extend for a period of more than ninety (90) days, and no permit shall be permitted for any such temporary building or structure unless the person, persons, corporation, partnership or association of individuals to whom such permit is granted shall agree to remove any building or structure at the termination of the period for which the permit was granted or sooner if ordered by the council, and the council may in its discretion require that a bond be furnished in an amount sufficient to insure the removal of such building or structure.

(Ord. 743, 2014; Ord. 666, 2009; Ord. 444, 1995; prior code § 8-302)

7/1 6/1

ORDINANCE NO. 743

AN ORDINANCE ENTITLED AN ORDINANCE AMENDING TITLE 15 BUILDINGS AND CONSTRUCTION, CHAPTER 12 FIRE LIMITS, SECTION 15.12.020 TYPE OF BUILDINGS IN FIRE DISTRICT OF THE CITY OF CUSTER CITY MUNICIPAL CODE AND AMENDING, REPLACING, AND SUPERSEDING ALL PRIOR ORDINANCES OR AMENDMENTS, AND AS FOLLOWS, TO WIT:

15.12.020 Type of buildings in fire district.

A. There shall not be erected or placed, built or rebuilt by any person, persons, firm, corporation or association of individuals, any wooden building, buildings, structure or edifice of any character within the fire limits as hereinafter provided. Every building, structure or edifice built, erected, rebuilt or placed within the fire limit as defined in this chapter, shall contain sidewalls with a minimum two-hour fire rating and all openings and other exterior walls which meet the minimum fire resistance rating or protection provisions of the International Building Code. No sidewall, opening or other exterior wall shall be exempt except upon approval of the city council.

B. Wooden buildings, awnings or structures now in existence in the fire limit as defined in this chapter may remain or be repaired upon approval of the city council or South Dakota Department of Transportation (SD DOT); but no extensions or additions to any such buildings or structures shall be permitted unless meeting the minimum provisions of this section. No wooden building or structures of any kind may be removed from one (1) location within the fire limit to another location within the fire limit; provided, however, that the city council may in its discretion permit the placing of a temporary wooden building or structure within the fire limit; provided, that any permission so granted shall not in any event extend for a period of more than ninety (90) days, and no permit shall be permitted for any such temporary building or structure unless the person, persons, corporation, partnership or association of individuals to whom such permit is granted shall agree to remove any building or structure at the termination of the period for which the permit was granted or sooner if ordered by the council, and the council may in its discretion require that a bond be furnished in an amount sufficient to insure the removal of such building or structure.

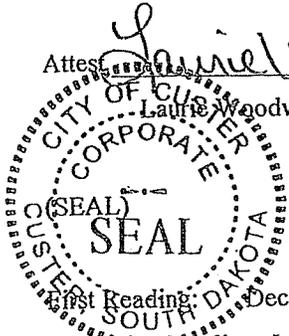
NOW BE IT ORDAINED that all ordinances or parts thereof in conflict with this ordinance are hereby repealed. Should any section or part of this ordinance be determined to be invalid, the same shall not invalidate the remaining section(s) of this Ordinance.

Dated this 6th day of January, 2014.

City of Custer City

Gary Lipp
Gary Lipp, Mayor

Attest: Laurie Woodward
Laurie Woodward, Finance Officer



First Reading: December 16, 2013
Second Reading: January 6, 2014
Publication: January 15, 2014

Vote:
Schleining: Yes Hattervig: Yes
Heinrich: Yes Herman: Yes
Fischer: Yes Kothe: Yes

15.08.055 Carports.

All manufactured steel carport structures shall be erected and anchored according to manufacturers' specifications. These structures shall also meet a minimum snow loading of thirty (30) pounds per square foot.

Manufactured steel carports may be placed with setbacks of ten (10) feet to the back property line, six (6) feet on the side property lines, and twenty (20) feet to the front property line. This will apply to open-sided manufactured steel carports only. No wood structures with wood posts shall be allowed under this section of the code.

No carport that is sided will be allowed under this section and will fall under the 2012 IBC code section 406 to include 406.3.1 through 406.3.5.

Prior to placement of a manufactured carport structure, the property owner shall apply for a special permit from the city building department. If granted, the fee for such permit shall be as set forth in the fee schedule as adopted by resolution. (Ord. 786 (part), 2017; Ord. 752, 2014)

15.08.060 Frost footings.

All construction that requires the use of frost footings shall have the frost footings constructed from ground level to a minimum depth of at least forty-eight (48) inches or to bedrock, whichever shall first occur. (Ord. 786 (part), 2017; Ord. 438, 1995)

15.08.070 Violation.

Any violation of this chapter shall be deemed a continuing violation for every twenty-four (24) hour period that the guilty party fails to comply, and every twenty-four (24) hour period of noncompliance shall constitute a separate and distinct offense. (Ord. 786 (part), 2017; Prior code § 8-108)

15.08.080 Other remedies.

Nothing herein shall preclude the city from exercising any and all remedies available to the city under state law. (Ord. 786 (part), 2017; Prior code § 8-109)

15.08.090 Metal raceway.

A. All electrical wiring within the fire limits of the city that is intended as power conductors shall be installed in:

1. Metal raceways; or
2. Flexible metal raceways; or
3. Nonmetallic raceways encased in not less than two (2) inches of concrete.

B. Installation shall be in conformance with the requirements of the current National Electric Code as adopted by the State of South Dakota. Nothing in this section is intended to reduce the requirements of the National Electric Code or the requirements of the Wiring Bulletin of South Dakota. (Ord. 786 (part), 2017; Ord. 525, 2000)

15.08.100 Certificates of zoning compliance for new, altered or nonconforming uses.

A. It is unlawful to use or occupy or permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted or wholly or partly altered or enlarged, in its use or structure,

CITY OF CUSTER CEMETERY CARETAKING BID
CUSTER, SOUTH DAKOTA

Opening – February 6th 2019 2:00 P.M.

Contractor	Cost Estimate	Notes
BARB EDWARDS	40,280.00	Contractor provided an additional bid with the City of Custer staff hauling needles off for 33,920.00.
J & M LAWNCARE LLC	35,000.00	

REQUEST FOR BIDS

**CEMETERY CARETAKING SERVICES
CONTRACT**

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

**BIDS ARE DUE NO LATER THAN 2PM FEBRUARY
6th, 2019**

PERIOD OF PERFORMANCE:

APRIL 1, 2019 THROUGH SEPTEMBER 30, 2019

OR

**APRIL 1, 2019 THROUGH SEPTEMBER 30, 2019
AND APRIL 1, 2020 THROUGH SEPTEMBER 30,
2020**

**All questions shall be submitted 7 calendar days prior to
February 6TH, 2019 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 September 30th 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 September 30th, 2019. 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 to be bid two ways; for a 1-year period of April 1, 2019 through September 30, 2019; and for a 2-year period of April 1, 2019 through September 30, 2019 and April 1, 2020 through September 30, 2020.

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 after contract is awarded in the amount of ten percent (10%) of the bid. 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 for 1-year period and price for 2-year period (see #13 above).
- 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.

CUSTER CITY CEMETERY
CARETAKING BID

That for the consideration of \$ _____ for the year 2019, payable in seven equal monthly installments of \$ _____ per month, beginning April 1st, 2019. The contractor agrees to perform the following:

That for the consideration of \$ _____ total for the year 2019 and 2020, payable in fourteen equal monthly installments of \$ _____ per month, beginning April 1st, 2019 through September 30th, 2019 for the first seven installments; and then again beginning April 1st, 2020 through September 30th, 2020 for the second seven installments. The contractor agrees to perform the following:

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 appearance of the Cemetery.

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. The parties further agree that all terms and conditions for a performance period of April 1, 2019 through September 30th, 2019, are incorporated herein by this reference as though set forth in full.

Dated this _____ day of _____, 2019.

Signature

Print Name



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

Staff Report

Request: Sketch Plan, South West Summit Street Area, Old City Park
Applicant: Custer City and Custer County
Location: N/E Corner of the Original City
Date Prepared: February 14, 2019
City Council Meeting: February 19, 2019
Prepared by Tim Hartmann, Planning Administrator

GENERAL

City and County staff have begun property line adjustment work involving 5 existing parcels near the South West area of Summit Street. One of the main objectives with this project is to expand the existing Tract Clinic (the new headquarters of Custer County Search and Rescue) to create a larger building envelope for such operations and create a closed campus with other nearby emergency services, the Custer Ambulance Service. The proposed TR S&R on the Southeast edge of the sketch plan meets such needs of the County.

While work continued on this, City staff also began work on possible resolutions to address some of the small "slivers" of property cut from adjacent parcels by the Summit Street Right of Way. When platted like this sketch plan, the City property (currently Lot D and Tract Hospital) would incorporate the nearby small piece of the existing Lot C to the West and the long slender piece of Custer Athletic Field to the North. City Staff has had correspondence with the property owners of the adjacent parcels, and all are open to beginning the process of "cleaning up" such property lines. This will also help to address a structure and property line issue with the garage structure located near the North West corner of the existing Tract Hospital.

COMPREHENSIVE PLAN

The land use section of the Comprehensive Plan identifies this area as Suburban Commercial and Public.

CURRENT PARCELS AND OWNERSHIP

Tract Clinic, 0.467 Acres – Custer County
Tract Hospital, 4.065 Acres – Custer City
Lot D Formerly City Park, 2.946 Acres – Custer City
Lot C Formerly City Park, 2.155 Acres – Regional Health Network, Inc
The Custer Athletic Field, 11.94 Acres – Custer School District

ACCESS & EASEMENTS

Access to the area is provided by Montgomery Street to the South, Summit Street through the area, and Grunewaldt Drive through the existing Custer Athletic Field.

Some utility easements are present.

PREVIOUS ACTION BY PLANNING COMMISSION

The PC reviewed the sketch plan at their February 12th, 2019 meeting. After some minor discussion, a motion was made to recommend approval of the sketch plan by the City Council. Such motion unanimously carried.

SUMMARY

Staff decided to begin with a sketch plan of the area to begin discussion phases with the multiple party's involved and establish a plan with the Custer County Search and Rescue campus as they are planning to proceed with building plans soon. Work on the official plat is underway and will be reviewed under City plat review process.

Sketch Plan S/W Summit Street Area

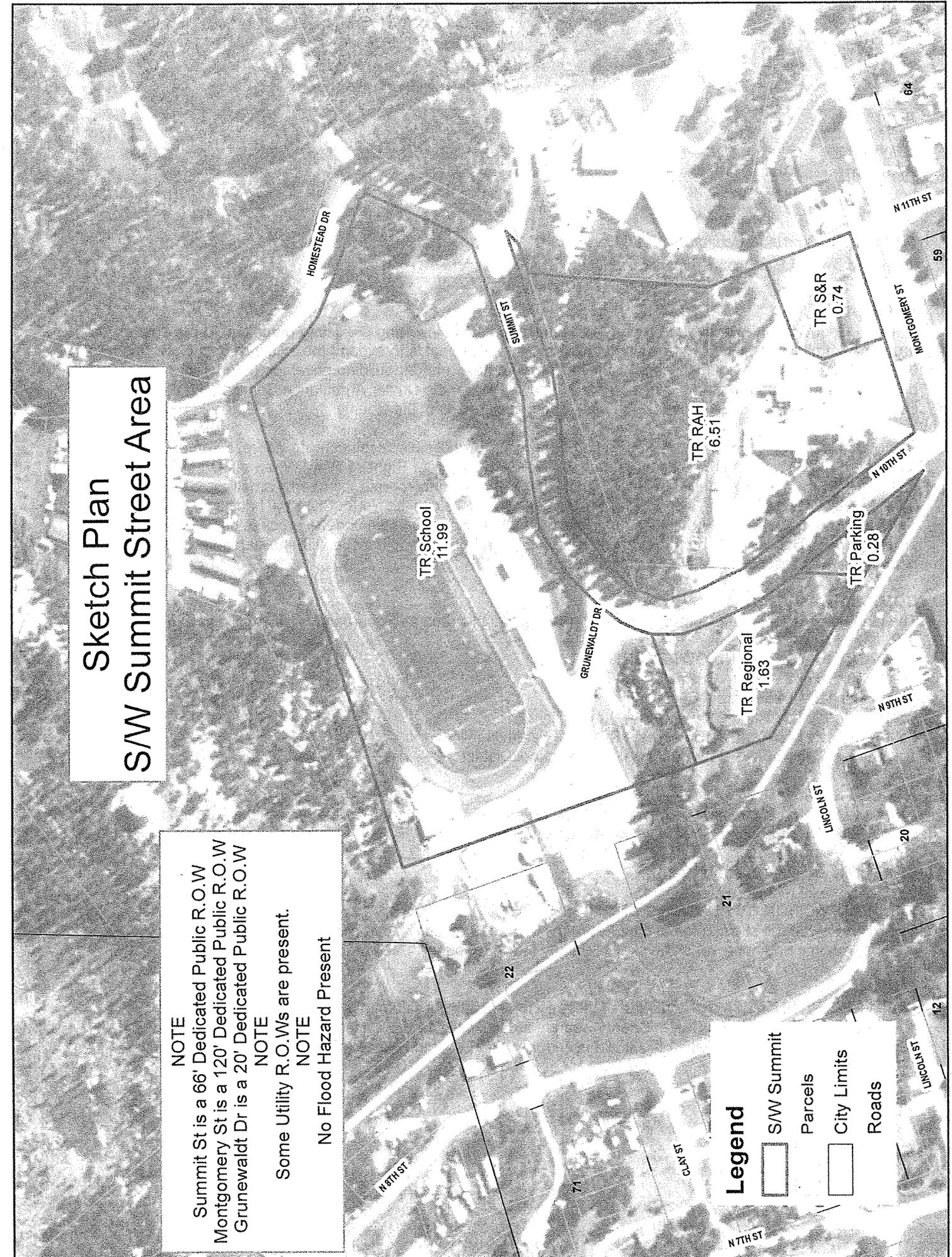
NOTE
Summit St is a 66' Dedicated Public R.O.W
Montgomery St is a 120' Dedicated Public R.O.W
Grunewaldt Dr is a 20' Dedicated Public R.O.W

NOTE
Some Utility R.O.Ws are present.

NOTE
No Flood Hazard Present

Legend

-  S/W Summit
-  Parcels
-  City Limits
-  Roads



**NOTICE OF REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MANAGER AT RISK SERVICES**

On behalf of the Custer City Common Council notice is hereby given that sealed proposals will be received by the Custer City Finance Department, 622 Crook Street, Custer, South Dakota 57730 for the following referenced item.

Construction Manager at Risk (CMAR) to provide preconstruction and construction services for the construction and renovation of the Custer Community Center Project.

For a complete copy of submittal requirements contact the Custer City Finance Office, 622 Crook Street, Custer, SD 57730 or the Planning Administrator at (605) 673-4824.

Proposals will be received until 2:00 P.M., on March 6th, 2019 at which time they will be opened. Any proposals received after 2:00 P.M. that day will be returned unopened.

The City Council reserves the right to reject any or all proposals, waive technicalities and award as deemed to be in the best interest of the City.

Laurie Woodward, Finance Officer

Publish: February 20th, 2019 and February 27th, 2019.

*Request for Proposals for
Construction Manager at Risk*

February 2019

City of Custer, South Dakota

Contents

Section 1 Advertisement for Proposals..... 1
Section 2 Selection Schedule 1
Section 3 Introduction..... 1
Section 4 Project Overview 1
Section 5 Project Delivery System 1
Section 6 Project Budget..... 2
Section 7 Construction Manager at Risk Scope of Work 2
Section 8 Form of Owner/Construction Manager at Risk Agreements 6
Section 9 Submittal Requirements..... 7
Section 10 Questions and Addenda 10
Section 11 Review of Proposals and Selection of Finalists for Interviews 10
Section 12 Interviews 10
Section 13 Selection Criteria 11

Section 1 Advertisement for Proposals

Publish: , February 20th, 2019, February 27th, 2019

Proposals shall be addressed to the City of Custer and received by sealed envelope at 622 Crook St., Custer, SD 57730 no later than 2:00 p.m., March 6th, 2019. The names of the firms who submitted proposals will be publicly announced at 3:15 p.m. at the City's office

The City of Custer reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the City

Section 2 Selection Schedule

February 20 th , 2019	RFP posted on City's web site
February 20 th , 2019	Publish RFP twice, first publication at least 10 days prior
March 6 th , 2019	Proposals received, City Office no later than 2:00 PM on March 6 th , 2019
March 12 th , 2019	Anticipated selection of firms for interviews
March 15 th , 2019	Interviews will be held at the City office between 1:00 and 4:00
March 18 th , 2019	Anticipated limited Notice to Proceed (subject to Board approval)

Section 3 Introduction

The City of Custer ("Custer") is seeking a Construction Manager at Risk ("CMAR") to provide preconstruction and construction services for the construction and renovation of the Project. These services will be coordinated with the architect, Fennell Design Inc.

The AE team and the selected CMAR will be expected to provide maximum effort to break ground on the project in the summer of 2019.

Section 4 Project Overview

The City of Custer, requests proposals for Construction Manager at Risk Services for the following:

Project Overview

The general overview of the project consists of extensive renovation of the existing structure located at 371 Crook Street in Custer City, SD. The existing structure, most previously occupied as school, is made up of three separate "wings" and in its entirety is approximately 30,000 square feet. The original 1920s section has a footprint of approximately 6,110 square feet, the 1950s addition has a footprint of approximately 4,686 square feet, and the 1980 addition has a footprint

of approximately 5,125 square feet.

Renovations include conversion of the structure to accommodate the Custer YMCA services and Custer City Hall. YMCA services include childcare, YMCA fitness, meeting space and general office space. City Hall portion will include reception area, meeting space, and general office space. Work will mainly be focused on the interior of the building with general construction to accommodate the new occupancies and update to the MEP systems. Exterior work will be limited to new windows, a new doorway, and construction of canopies over the main entrances. Exterior site work will include construction of the child playground and reconfiguration of some green space and parking lot areas.

Section 5 Project Delivery System

The City of Custer intends to enter into an open book Cost of the Work plus a Fee with Guaranteed Maximum Price (GMP) contractual arrangement with the selected CMAR for the construction work required, but will retain the option to select a different CMAR after the completion of the preconstruction services or utilize a different selection and/or bidding process if deemed to be in the City's best interest.

Section 6 Project Budget

The total project cost is estimated to be \$4.5 Million, as of February 1st, 2019. Delivering the completed project within this budget is a high priority. It is imperative the City, the AE team, and the CMAR team (collectively the "Project Team") work cooperatively and successfully to keep the final cost of the construction within this fixed budget.

Section 7 Construction Manager at Risk Scope of Work

The following summary is intended to provide a general understanding of the City's expectations and is not all inclusive.

Preconstruction Services and Activities

The Preconstruction Services of the CMAR will begin immediately with preparing a cost estimate of the design development documents prepared by the Architects. The CMAR will be expected to actively participate in all design meetings, tours of comparable buildings, constructability reviews, periodically provide cost estimates during the design process, and ultimately develop a Guaranteed Maximum Price (GMP) after the AE completes Construction Documents (CD) in Spring of 2019.

More specifically, the CMAR shall provide the following preconstruction services and activities:

Cost Management:

- Assist the City and AE to keep project within the fixed project budget.
- CMAR to provide recommendations to the AE and City regarding materials, building

components and systems and also evaluate building systems, components and materials for long term performance, life cycle cost analysis and economy.

- CMAR to provide cost control resources for the Project Team which includes reviewing and monitoring the development and preparation of documents to maintain the project cost within the project budget. CMAR to notify the AE and City of potential cost issues during the development of the drawings and specifications that may have an impact on the cost of the work. Work collaboratively with the City and AE to develop alternatives to keep the project estimates within the fixed budget.
- CMAR to provide formal review and comments, and cost estimates at 100% Design Development (“DD”) documents including evaluating costs of alternatives.
- CMAR to provide a Guaranteed Maximum Price (“GMP”) at the conclusion of Construction Documents. GMP to include pricing of alternates as defined by the AE which will be equal to approximately 5% of the GMP.
- CMAR to develop a strategy for issuing bid packages that facilitate the completion of the scope of work.
- The Project Team to consider early selection of the mechanical and electrical subcontractors to provide design assist services to the AE. These Subcontractors shall provide pre-construction support services during the design phases in addition to the Construction Manager’s services. If the Project does not proceed, these Subcontractors shall not be entitled to any compensation.

Construction Planning and Scheduling:

- CMAR to work with the City and AE to develop a work plan for design activities in support of the schedule and budget for the project.
- Evaluate all systems, components, and materials for constructability, economy, long-term performance for use intended and schedule impacts, and provide recommendations for preferred options consistent with cost and schedule goals.
- Identify long lead items requiring early bid packages and recommend issue dates for same to meet required completion date.

Other

- Assist the City in working with various governing authorities as requested.
- Work with Project Team to develop a project communication system that is effective for the participants and meets the schedule requirements of the project.

Construction Phase Services and Activities

Project Management Team:

- CMAR to provide competent, experienced full-time staff, including an experienced construction field superintendent and project management team to coordinate the work, maintain the progress of the subcontractors, coordinate with ongoing activities and operations, and provide overall direction to the project during the construction phase. Establish on-site organization and levels of authority to carry out the overall plans of the construction team.
- Demonstrate high levels of effective, proactive project leadership.
- Work cooperatively and constructively with members of the Project Team to foster positive relationships that support positive outcomes for the team members and the project.
- CMAR will be contractually obligated to not reassign key staff members to other projects without the City's prior written consent. City will have approval rights of any and all new personnel assigned to this project.

Cost Management

- Implement effective cost management control and tracking procedures to provide the City with the opportunity to make such decisions as required to keep project cost within the fixed budget.
- Implement and maintain cost control methods with "open book" sharing of cost information.
- CMAR to inform the City of pending cost issues within five (5) business days of identifying potential issues.
- Implement and maintain a current log of pending cost issues impacting the final cost of the project and review no less than monthly with the City.
- Provide drawdown and cash flow projections for the project during construction and update as necessary.
- Work with the City and A/E to develop and implement a change management process for the project.

Procurement

- CMAR to manage bidding process, evaluate proposals, and interview subcontractors (along with the AE and City). Project Team to utilize, by mutual agreement, any of the following methods for awarding contracts to subcontractors for portions of the work: competitive bid, best value, and negotiated terms. For those subcontracts to be awarded

on a competitive bid or best value basis, CMAR to obtain a minimum of three (3) competitive bids for each sub-trade category unless otherwise authorized by the City and shall interview at a minimum two (2) bidders with the Project Team. CMAR to provide a written award recommendation to the City for each recommended sub-contractor.

- If the Construction Manager desires to self-perform portions of the work, the construction manager must follow the competitive bid requirements of SDCL Chap 5-18 with respect to those portions of the work. Following the City's approval of recommendation, CMAR to award and administer all subcontracts and material purchases.

Coordination Meetings

Conduct weekly job site meetings that include appropriate subcontractors, City representatives, and AE representative to review open issues, schedule work, and resolve pending or upcoming issues. CMAR to prepare a written agenda in advance of each meeting. CMAR to maintain a list of action items with identification of responsible party and due dates for each item. CMAR to distribute written meeting minutes and action item lists within 48 hours of each meeting.

Schedule Management

- CMAR to prepare and manage a logic-based project schedule indicating key milestone events, dates and responsibilities. Project Schedule to include design efforts, preconstruction activities, procurement and construction activities. CMAR to provide regular monitoring of the actual progress versus the scheduled progress, identify any variances and prepare a written action plan along with an updated schedule to maintain the scheduled completion dates.
- CMAR to determine the adequacy of the subcontractors' personnel and equipment and the availability of materials and supplies to meet the schedule. Report status no less than weekly in regular weekly coordination meetings.
- CMAR to prepare a short-term (3 to 4 week look-ahead) schedule on a weekly basis.
- Coordinate City-purchased and/or third party provided furniture, fixtures and equipment with construction of the project.

Project Reporting

CMAR to prepare a monthly report with each progress billing that details a project work status report, buy-out to schedule of value analysis, contingency status, schedule status and project progress commentary with applicable job-site photos. Provide other formal communications as requested by the City.

Quality Management

CMAR to complete a quality/coordination/constructability review of each bid package prior to issuing bid documents to subcontractors.

Complete construction of the work in strict accordance with the quality requirements established by the contract documents.

All testing and independent inspection services required will be secured and paid for by the City. CMAR to cooperate and coordinate with testing and inspection service agencies. CMAR will be responsible for the cost of excessive additional testing due to failed tests.

Develop an initial CMAR punch list to subcontractors prior to formal punch list issued by AE. CMAR to insure completion of CMAR's initial punch list prior to AE's punch list walk thru.

Work cooperatively with the Project Team to develop and implement an effective commissioning plan.

Safety

Implement a formal project specific safety plan.

Project Closeout

Timely submission of operation/maintenance manuals, completed punch lists, coordination of training, submission of as-built field documents, and financial close-out of project. CMAR to actively support and participate in commissioning activities.

Section 8 Form of Owner/Construction Manager at Risk Agreements

The City intends to utilize an amended AIA Document A133-2009. This will form the basis of the Agreement between the Owner and CMAR. An amended AIA Document A201 – 2007 General Conditions of the Contract for Construction with added supplementary conditions will also be utilized.

This RFP will be superseded by the Owner/Construction Manager Agreement and its related contract documents.

Section 9 Submittal Requirements

Submit eight (8) paper copies and an electronic PDF version of the proposal. The proposals should be in an 8 1/2-inch by 11-inch bound package. 11-inch by 17-inch size sheets folded into 8 1/2-inch by 11-inch size within the package are acceptable. The proposal to include photos of past projects and should be limited to 10 pages (one sided) with a font size no smaller than 11 point.

The submittal must contain the following information:

1. Cover Letter: Provide name and address of the firm(s) and project contact person with address, telephone number, and email address. Acknowledge receipt of any addenda if applicable. Summarize your understanding of the project scope and services being required. Provide a statement indicating your ability to provide timely services for this project and to meet the requirements of the proposed schedule. Indicate your acceptance of the requirements of this RFP including the referenced Owner/Contractor Agreement documents. Provide a one-page summary of the benefits you believe the Owner would receive from selecting your firm.

The cover letter must be signed by a duly authorized official of the firm. Consortiums, joint ventures, or teams submitting proposals must establish

contractual responsibility solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution on behalf of the proposal team.

2. Project Team

a. Include an organizational chart showing your proposed staff for both the preconstruction and construction phases of the project. Specifically identify project executive, project manager and on-site day-to-day project superintendent for the construction phase, the availability of each person during the term of the project and their history of working together on previous projects. Indicate experience of key team members working together on past projects.

b. Provide résumés or a listing of information for each person included in your proposed project team. State the educational background of each individual, years of experience, length of employment with your firm, and previous project experience. For each person, list specific responsibilities on this project, experience on projects of similar sizes and types, specific qualifications applicable to this project, and current work assignments and availability for this project.

c. List other assignments your Project Manager will be handling during the period of assignment to our project.

d. For the Project Manager, Superintendent, and other “key” staff members proposed, provide client references from two of their most recent projects and two architect/engineer references (contact person and telephone number).

3. Project Approach and Management Capabilities: Provide a description of your project approach and management capabilities as it relates to the following areas:

- a. Commitment to building positive team working relationships.
- b. Preconstruction services. Describe your firm's approach to preconstruction services. Provide an estimate of the number of total anticipated hours for the assigned personnel prior to the City's acceptance of the GMP.
- c. Cost management. Describe the level of detail included in your cost estimates as various phases of design. Describe three examples that demonstrate your firm's creativity in value analysis/engineering and constructability reviews.
- d. Describe your change management process and reporting during and construction.
- e. Submit a preliminary overall project schedule for the key activities from the date of the notice to proceed through project construction.
- f. **Safety:** A description of your organization's approach to managing safety on construction projects. Also include an overview of your company's recent safety record and your company's experience modification rate (EMR) for the last three (3) years.
- g. **Quality:** A description of your organization's approach to quality control on construction projects.

4. Relevant Project Experience: Describe a minimum of two (2), similar projects in size, region, and scope constructed within the past ten (10) years. Also please provide examples of other projects that required high humidity environments. Provide information on each project that will allow the Selection Committee to evaluate your work against the selection criteria noted in this RFP. Indicate for each project the following minimum information:

- a. Name of project, location, and construction date.
- b. Types of multi-purpose functions included in project.
- c. Client and architect contact information. Include phone number and email address.

Proposers may provide preprinted brochures or other literature you feel will be helpful in understanding your firm's unique capabilities and experience. Do not include this material in the body of your proposal.

5. Statement of financial strength/stability and insurance coverage. Provide the following information about your firm:

- a. Name and contact of your organization's surety and description of bonding capacity available. Additionally, provide a statement from a surety company authorized to do business in South Dakota indicating the firm(s) ability to obtain a performance and payment bond in the amount of not less than \$5 million.
- b. Name of your insurance carriers and a description of the insurance coverage your firm could provide.
- c. Name and contact information for your primary bank.

6. **Special Resources:** A description of special resources or capabilities your organization could employ on the project which would enhance the value your organization would bring to the project.

Describe what steps your company has taken during recent years to be innovative and progressive in the development of your business and state how these activities serve your clients.

7. **Acknowledgement and certification statements:**

- a. Certify that your Response to RFP will remain in effect for 30 days.
- b. Certify that all representations stated in the Response to RFP are true and accurate.
- c. Acknowledge that all materials submitted in the Response to RFP will become property of the City
- d. Acknowledge that all costs associated with preparation of the Response to RFP will be the responsibility of the proposing CMAR.

Section 10 Questions and Addenda

Questions regarding this RFP shall be submitted in writing or email to the following:

Tobin Morris, Sr. VP,
Dougherty and Company
215 W. Sioux Ave.
Pierre, SD 57501
tmorris@doughertymarkets.com

Responses to questions will be issued to all participants. Shortlisted firms will be interviewed on the dates indicated in Section 2 of this RFP. Order of interviews will be in alphabetical order by company name. No addenda will be issued after 5 p.m. on the date indicated in Section 2 of the RFP.

Section 11 Review of Proposals and Selection of Finalists for Interviews

To be considered for the shortlist selection, the firm must demonstrate the ability to provide a performance and payment bond in the amount of not less than \$5 million as described in section 9.5.a.

Upon receipt of the proposals, the selection committee will determine a short list of no more than three firms whose proposals are deemed most qualified based on the following criteria:

1. Company background and applicable experience
2. Project approach and management capabilities
3. Financial and bonding capacity
4. Other factors deemed applicable

The short list of those firms deemed most qualified will be invited to participate in an interview. The City reserves the right to reject any or all proposals and issue subsequent Requests for Proposals.

Section 12 Interviews

The order of interviews will be determined by the selection committee. The interview will consist of up to a 50-minute presentation by the CMAR, a question and answer session, and a 5-minute wrap-up. The proposed key project personnel must participate in the interview. Only project personnel who will have an active key role in the project should participate in the interview. An agenda will be provided.

Interviewed firms will be requested to provide detailed information on their fee and general conditions. The requested information will be required to be submitted two days prior to the scheduled interview time.

Section 13 Selection Criteria

The selection committee will rely on the qualitative information contained and presented in the proposals, interviews, and reference checks in making the decision to select the most qualified firm to provide services for this project. Selection criteria will be based on:

1. Experience, qualifications, and availability of proposed team leaders
2. Broader team structure
3. History of project team working together on similar projects
4. Technical work process
5. Proposal, interview and response
6. General Conditions and Construction Manager fee
7. Other factors deemed applicable

Upon completion of the interviews, the firms will be ranked. The City will start negotiations of the contract with the highest ranking firm. If an agreement for services cannot be reached with the highest ranked firm, the City will move to the second ranked firm. The same process will be repeated with the other ranked firms if no such agreement can be reached. The City reserves the right to not select a firm as part of this process if an agreement cannot be reached with the interviewed firms.

Acceptance of a proposal shall be by written notice to the construction manager submitting the accepted proposal and by simultaneously notifying in writing the other construction managers that their proposals were not accepted.

Section 14 Special Conditions

Excluding proprietary information, the proposal and the professional service contract of the CMAR awarded the contract are deemed public records and shall be available to the public upon request. In addition, the City shall maintain a "Register of Proposals for a Professional Service Contract," which shall contain the names of firms who submitted a proposal and the name of the firm who was awarded the contract; however, the proposals of the submitting firms not awarded the contract are nonpublic records and will remain confidential.

CMAR Fee and General Conditions Worksheet and Questionnaire

CMAR FEE

Preconstruction Fee (management staff time, overhead and profit beginning at the time of contract award and ending at the time of the GMP)	\$
Percentage of Cost of the Work (beginning at GMP through project completion. The percentage will be converted to fixed fee at time of GMP)	%
Please define in writing what is included in your CMAR fee vs. Cost of Work	

Not to Exceed CMAR Management Staff General Conditions

Management Staff General Conditions	\$
-------------------------------------	----

Based on the schedule outlined in the RFP, provide a not to exceed price for staff related general conditions beginning at the time of the GMP through project completion. Price to include home office staff and on-site management including all necessary staff general conditions such as benefits, bonuses, vacation time, personal time off, cell phone, mileage, per diem, relocation, etc. Price to include office trailer including copiers, furniture, computers, phones, radios, office supplies, etc. Please provide detailed line itemization of buildup of the price quote.

Do NOT include project general conditions such as utilities, dumpsters, temporary toilets, safety equipment, hoisting, snow removal, periodic and final clean, etc. as they are intended to be reimbursed at actual cost without profit markup.

Reimbursable General Condition Costs

Full insurance package expressed in dollars per \$1,000 of construction costs. (Include type and limits of coverage).	\$	Comments
Performance Bond	%	

Please comment on the following:

1	Bonding rate, total bonding line, line available, surety provider & agent (reference contact).
2	Confirmation that your firm will have General Conditions % mark-up on change orders using the General Conditions % at time of GMP
3	Willingness to forgo CMAR fee on change orders within 5% of GMP?
4	Labor burden rate for general conditions field labor (straight time and overtime)?
5	Small tools: % of field labor.
6	Equipment rental rate structure (owned & 3rd party rentals). Willingness to cap rental costs at no more than purchase price? Willingness to discount from AED rates?
7	Confirmation that your firm will have an open bid/open book policy with the City on all aspects of the project including providing subcontractor buy-out costs vs. line item estimates carried in the GMP.
8	Acknowledgement that your firm is willing to return buyout savings, reduce construction contingency incrementally during construction rather than at end of project.
9	Recommended Contractor Contingency at Design Development and GMP stages (% of construction)
10	Recommended inflation factor to be included within GMP.
11	Recommended Owner Contingency (% of construction cost).

ATTACHMENT 1

Agreement No. [Enter #]

AGREEMENT FOR PROFESSIONAL SERVICES
FOR ARCHITECTURAL, LANDSCAPE ARCHITECTURAL, ENGINEERING, OR
LAND SURVEYING SERVICES ONLY

This Agreement for Consulting Services ("Agreement") is made and entered into in the County of Custer, State of South Dakota, this [Day] day of [Month], 20[Year], by and between the City of Custer City, a municipal corporation hereinafter ("City"), and [Name of Consultant] hereinafter ("Consultant").

WHEREAS, City desires to hire Consultant to perform certain professional services specified herein as either architectural, landscape architectural, engineering, or land surveying services; and

WHEREAS, Consultant represents that Consultant and/or Consultant's personnel have the qualifications and experience to properly perform such services:

NOW, THEREFORE, City and Consultant hereby agree as follows:

1. Scope of Services

Consultant shall furnish City with professional consulting services as more particularly set forth in Exhibit A attached hereto and incorporated herein by this reference as though set forth in full herein. The City and Consultant agree that this Agreement shall serve as the Basic Service Agreement that City wishes to complete employing [Consultant]. Each task order under this Agreement shall be sequentially numbered.

2. Method of Performing Services

Subject to the terms and conditions of this Agreement, Consultant may determine the method, details, and means of performing the services described herein.

3. Standard of Performance

Consultant agrees to undertake and complete these services to conclusion, using that standard of care, skill, and diligence normally provided by a professional person in performance of similar consulting services.

4. Nonexclusive Services

This Agreement shall not be interpreted to prevent or preclude Consultant from rendering any services for Consultant's own account or to any other person or entity as Consultant in its sole discretion shall determine. Consultant agrees that performing such services will not materially interfere with services to be performed for the City, nor shall this agreement prevent or preclude the City from procuring services covered under this agreement from other consulting firms if deemed in best interest of the City.

5. Coordination of Services

All services are to be coordinated by or with the Public Works Director (PWD) or Designee, subject to the direction of the City of Custer Common Council.

6. Place of Work

Consultant shall perform the services provided for in this Agreement at any place or location and at such times as the Consultant shall solely determine.

7. Correction of Errors

Consultant agrees to correct, at its expense, all errors in the documents or materials prepared which may be disclosed during review of Consultant's services. ~~Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be paid by Consultant.~~

2-14-19
PK-OB

8. Time for Performance

All services performed under this Agreement shall be completed pursuant to the schedule provided in Exhibit B attached hereto and incorporated by this reference as though set forth in full herein. City agrees to amend the performance termination date whenever Consultant is delayed by action or inaction of City and Consultant promptly notifies Manager of such delays.

9. Principal in Charge

Consultant hereby designates [Enter name of Principle-in-Charge] as its principal-in-charge and person responsible for necessary coordination with Manager.

10. Permits, Licenses, Certificates

Consultant, at Consultant's sole expense, shall obtain and maintain during the term of this Agreement, all permits, licenses, and certificates required in connection with the performance of services under this Agreement, including a City business license.

11. City's Responsibility

City shall cooperate with Consultant as may be reasonably necessary for Consultant to perform its services. City agrees to provide direction to Consultant as requested regarding particular project requirements.

12. Term of Agreement

This Agreement shall begin on [Start Date], and expire on [End Date]. There may be multi-year options to renew this agreement.

13. Termination

a. This Agreement may be terminated by City if City notifies Consultant, in writing, of City's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice. City agrees to pay Consultant in full for all amounts due Consultant as of the effective date of termination, including any expenditures incurred on City's behalf, whether for the employment of third parties or otherwise.

b. This Agreement may be terminated by Consultant if Consultant notifies City, in writing, of Consultant's desire to terminate the Agreement. Such termination shall be effective ten calendar days from the date of delivery or mailing of such notice and only if all assignments accepted by Consultant have been completed prior to the date of termination.

14. Compensation

a. City agrees to pay Consultant in an amount not to exceed \$[Amount] for services provided under this Agreement at rates provided in Exhibit C attached hereto and incorporated by this reference as though set forth in full herein.

b. The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for work completed, finished or relating to Consultant's services.

9-14-19
OK CB

c. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the services performed by Consultant, its employees, subcontractors, agents and subconsultants.

d. Consultant shall provide City with a completed Request for Taxpayer Identification Number and Certification, as issued by the Internal Revenue Service.

e. If any sales tax is due for services performed by Consultant or materials or products provided to City by Consultant, Consultant shall pay the sales tax. City shall not reimburse Consultant for sales taxes paid by Consultant.

15. Method of Payment

a. City agrees to pay Consultant monthly ~~upon satisfactory completion of~~ for the services performed during that time period in accordance with this Agreement and upon submission by Consultant of an invoice delineating the services performed, in a form reasonably satisfactory to City. The invoice shall identify services by project as specified by City.

9-14-19
OK CB

b. Consultant agrees to maintain current monthly records, books, documents, papers, accounts and other evidence pertaining to the services performed and costs incurred. Such items shall be adequate to reflect the time involved and cost of performing the services. Consultant shall provide Manager with copies of payroll distribution, receipted bills and other documents requested for justification of the invoice.

16. Responsibility for Expenses

Except as otherwise expressly provided in this Agreement, City shall not be responsible for expenses incurred by Consultant in performing services under this Agreement. All expenses incident to the performance of services under this Agreement shall be borne by the Consultant, including, but not limited to rent, vehicle, and travel, entertainment and promotion, general liability and health insurance, workers' compensation insurance, and all compensation and benefits of employees, subcontractors, agents and subconsultants engaged by Consultant. Consultant shall, at its own cost and expense, supply all personal property necessary or appropriate to perform the services provided for under this Agreement, including, but not limited to any personal property used by employees, subcontractors, agents and subconsultants of Consultant in the performance of such services.

17. Non-Appropriation of Funds

Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted and unencumbered appropriation of City. In the event City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only up to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year unless specifically extended by City.

18. Records

a. Consultant agrees that all final computations, exhibits, files, plans, correspondence,

reports, drawings, designs, data and photographs expressly required to be prepared by Consultant as part of the scope of services ("documents and materials") shall, upon the payment by City to Consultant for the preparation of the documents and materials, become the property of City and shall, upon transfer of ownership completion of the services or termination of this Agreement, be delivered to City.

2-14-19
OK-OB

b. At City's request, City shall be entitled to immediate possession of, and Consultant shall furnish to City within ten days, all of the documents and materials as they become the property of City in accordance with section (a) above. Consultant may retain copies of these documents and materials.

2-14-19
OK-OB

c. Any substantive modification of the documents and materials by City staff or any use of the completed documents and materials for other City projects, or any use of uncompleted documents and materials, without the written consent of Consultant, shall be at City's sole risk and without liability or legal exposure to Consultant. City agrees to release and hold Consultant harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless Consultant consents in writing to such reuse and approves the specific use of, and all changes or revisions to, the documents and materials.

2-14-19
all OK WB

19. Maintenance and Inspection of Records

Consultant agrees that City or its auditors shall have access to and the right to audit and reproduce any of Consultant's relevant records for purposes of determining whether to ensure that City is receiving all services to which City is entitled under this Agreement, or for other purposes relating to this Agreement. Consultant shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by City. ~~Consultant agrees to maintain all such records in City Finance Office, or to promptly reimburse City for all reasonable costs incurred in conducting the audit at a location other than in City, including but not limited to expenses for personnel, salaries, private auditor, travel, lodging, meals and overhead.~~

2-14-19
OK-OB

20. Confidentiality of Information

~~Any documents and materials given to or prepared or assembled by Consultant under this Agreement shall be confidential and shall not be made available to any third person or organization by Consultant without prior written approval of the City.~~

2-14-19
OBJECT WB

201. Indemnity

~~Consultant agrees to indemnify, hold harmless and defend City, its City Council, and each member thereof, and City's every officers, employees, representatives or agents who are directly associated with this Agreement of City, from any and all liability, claims, demands, actions, damages (whether in contract or tort, including personal injury, death at any time, or property damage), costs and financial loss, including all reasonable attorney's costs and expenses and fees and expenses of litigation or arbitration, that arise directly or indirectly out of, pertain to, or relate to the proportionate extent caused by the negligence, recklessness, or willful misconduct, or negligent any acts, errors, or omissions of Consultant in the performance of related to this Agreement, as performed by Consultant or its employees, subcontractors, agents and subconsultants or other persons while acting on Consultant's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, or passive negligence.~~

2-14-19
all OK WB

212. Insurance

a. Consultant shall obtain and maintain during the performance of any services under this Agreement the insurance coverages as specified in Exhibit INS-[], attached hereto and incorporated herein by this reference as though set forth in full, issued by a company satisfactory to the City, unless the City waives, in writing, the requirement that Consultant obtain and maintain such insurance coverages.

b. Consultant shall, prior to performance of any services, file with the City evidence of insurance coverage as specified in Exhibit INS-[]. Evidence of insurance coverage shall be forwarded to the City, addressed as specified in Exhibit INS-[].

c. Maintenance of proper insurance coverages by Consultant is a material element of this Agreement. Consultant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

223. Independent Contractor

a. City and Consultant agree that in the performance of the services, Consultant shall be, and is, an independent contractor, and that Consultant or its employees, subcontractors, agents and subconsultants are not employees of City. Consultant has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons assisting Consultant.

b. Consultant shall be solely responsible for, and shall save City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

c. Consultant acknowledges that Consultant and Consultant's employees, subcontractors, agents and subconsultants are not entitled to receive from City any of the benefits or rights afforded employees of City, including but not limited to reserve leave, sick leave, vacation leave, holiday leave, compensatory leave, Public Employees Retirement System benefits, or health, life, dental, long-term disability and workers' compensation insurance benefits.

234. Consultant Not Agent

Except as Manager may specify in writing, Consultant, and its employees, subcontractors, agents and subconsultants shall have no authority, expressed or implied, to act on behalf of City in any capacity, as agents or otherwise, or to bind City to any obligation, unless specifically authorized by express prior written consent of City.

245. Conflict of Interest

Consultant shall promptly inform City of any contract, agreement, arrangement, or interest that Consultant may enter into or have during the performance of this Agreement that may conflict with City's interests. This requirement includes contracts, agreements and arrangements with manufacturers, suppliers, contractors or other clients whose interests might be served by the services performed under this Agreement and Consultant's or Consultant's clients' interest in land that might be affected by the services. Consultant shall take such measures as are necessary in the performance of this Agreement to prevent actual, or the appearance of conflicts of interest.

256. Assignability of Agreement

Consultant agrees that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of Consultant under this Agreement will be permitted only with the express prior written consent of City, which consent may be withheld for any reason.

267. Successors and Assigns

Consultant and City agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of Consultant and City.

278. Fair Employment Practices

a. Consultant agrees that all persons employed by Consultant shall be treated equally by Consultant without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of South Dakota, and City.

b. Consultant agrees that, during the performance of this Agreement, Consultant and any other parties with whom Consultant and its employees, subcontractors, agents and subconsultants may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Consultant agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

d. Consultant shall provide City staff with access to and, upon request by City, provide copies to City of all of Consultant's records pertaining or relating to Consultant's employment practices, to the extent such records are not confidential or privileged under State or Federal law.

289. Force Majeure

Consultant and City agree that neither City nor Consultant shall be responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations imposed after this Agreement was executed, fire, communication line failures, earthquakes, or other disasters.

30. Time of Essence

Consultant and City agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

*2-14-19
OK WS*

31. Covenants and Conditions

Consultant and City agree that each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

*2-14-19
OK WS*

329. Governing Law

City and Consultant agree that the construction and interpretation of this Agreement and the rights and duties of City and Consultant hereunder shall be governed by the laws of the State of South Dakota.

303. Compliance with Laws

Consultant agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the licensing and qualification to perform

the services required of performed by Consultant underpursuant to this Agreement.

2/14/19
all ok CB

314. Severability

City and Consultant agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

325. Waiver

City and Consultant agree that no waiver of a breach of any provision of this Agreement by either Consultant or City shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either City or Consultant to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

336. Counterparts

City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

347. Arbitration

Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Consultant's compensation, the dispute may be submitted to arbitration upon the mutual agreement of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

38. Expenses of Enforcement

~~Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees (including the reasonable value of the services rendered by the City Attorney's Office) and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.~~

359. Authority to Execute

City acknowledges that the person executing this Agreement has been duly authorized by the City Council to do so on behalf of City. Consultant acknowledges that the person executing this Agreement has been duly authorized by Consultant to do so on behalf of Consultant.

3640. Notices

a. Any notices to Consultant may be delivered personally or by mail addressed to [Enter name of Consultant], [Enter Consultant's address], [Enter City], Enter State and Zip], Attention: [Enter Principal-in-Charge].

b. Any notices to City may be delivered personally or by mail addressed to City of Custer, [Enter Department or Division Name], [Enter Address], Custer, South Dakota 57730, Attention: [Enter Project Manager].

3741. Amendment

City and Consultant agree that the terms and conditions of the Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be

effective only when agreed to in writing by both the City representative authorized to do so under the City's purchasing policies and Consultant.

3842. Entire Agreement

City and Consultant agree that this Agreement, including any incorporated documents, constitutes the entire agreement of the parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

3-14-19
OK [initials]

CITY OF CUSTER

CONSULTANT

Corbin Herman, Mayor

[Consultant]

ATTEST:

Laurie Woodward, Finance Officer

A & B Welding, Supplies, \$97.35
Advanced Drug Testing, Safety, \$138.00
ASFPM, Membership, \$160.00
Black Hills Council, 2019 Assessment, \$601.00
Black Hills Chemical, Supplies, \$38.36
Black Hills Energy, Utilities, \$11,950.79
Culligan Water, Repairs and Maintenance, \$18.50
California State Disbursement, Deductible, \$53.19
Chamber of Commerce, Sales Tax Subsidy, \$4,747.71
Custer Ace Hardware, Supplies, Repairs and Maintenance, \$397.81
Days Inn Pierre, Travel and Conference, \$342.00
Discovery Benefits, Supplies, \$27.00
Express Collections, Professional Fees, \$119.21
Fastenal, Supplies, \$266.94
French Creek Supply, Charges, \$58.39
Golden West Telecommunications, Utilities, \$590.04
Golden West Technologies, Supplies, Professional Fees, \$673.50
Green Owl Media, Professional Fees, \$156.00
Hawkins, Supplies, \$3,214.11
Kimball Midwest, Supplies, \$248.80
Kothe, Rick, Reimbursement, \$175.00
Lamonte's Auto Center, Repairs and Maintenance, \$2,060.59
Lynn's Dakotamart, Supplies, \$81.34
Michael Todd & Company, Supplies, \$52.05
Midcontinent Laboratories, Professional Fees, \$160.00
Mt Rushmore Brewing Co, Supplies, \$1,422.00
Quill, Supplies, \$276.21
Rancher's Feed & Supply, \$1,335.76
Rapid Delivery, Professional Fees, \$52.92
S & B Motors, Supplies, \$69.46
Servall, Supplies, \$248.13
SD Building Officials, Travel and Conference, \$82.00
SD DCI, Professional Fees, \$53.50
Bit Finance/ State Long Distance, Utilities, \$55.73
The Rock Room and Garden, Reimbursement, \$36.50
USDA Loan Payment, \$8,910.00
Wellmark, Insurance, \$13,261.14
Kizis, Rebekah, Utility Refund, \$30.89
Total Claims \$52,261.92

