

All City Council Meetings are recorded.

**CITY OF CUSTER CITY
COUNCIL AGENDA
March 5th, 2018 – City Hall Council Chambers
5:30 P.M.**

1. Call to Order - Roll Call - Pledge of Allegiance
2. Approval of Agenda
3. Approval of Minutes – February 20th, 2018 Meeting Minutes
4. Declaration of Conflict of Interest
5. Public Presentations - Public Hearings
 - a. Executive Proclamation – Ducks Unlimited
 - b.
 - c.
 - d.
6. Old Business
 - a. Cemetery Caretaker Bid
 - b.
7. New Business
 - a. 2018 Pool Management Contract - YMCA
 - b. Custer Community Center Use Agreement – YMCA
 - c. Public Works Positions Availability
 - d.
 - e.
 - f.
 - g.
8. Presentation of Claims –
9. Department Head Discussion & Committee Reports –
10. Executive Session – Personnel, Proposed Litigation, & Contract Negotiations (SDCL 1-25-2)
11. Adjournment

REMINDERS

- General Government Committee Meeting – March 12th, 2018 4:30 P.M.
Planning Commission Meeting – March 13th, 2018 5:00 P.M.
Regular City Council Meeting – March 19th, 2018 5:30 P.M.
Park & Recreation Committee Meeting – March 20th, 2018 5:30 P.M.
Public Works Committee Meeting – April 2nd, 2018 4:30 P.M.
Regular City Council Meeting – April 2nd, 2018 5:30 P.M.**

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

**CITY OF CUSTER CITY
COUNCIL PROCEEDINGS- REGULAR SESSION
February 20th, 2018**

Mayor Corbin Herman called to order the second meeting of the Common Council for the month of February 2018 at 5:30 p.m. Present at roll call were Councilpersons Maciejewski, Heinrich, Nielsen, Fischer, Blom and Arseneault. City Attorney Chris Beesley was present. The Pledge of Allegiance was stated.

AGENDA

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

MINUTES

Councilperson Nielsen moved, with a second by Councilperson Arseneault, to approve the minutes from the February 5th council meeting. The motion carried with Councilperson Maciejewski, Heinrich, Nielsen, Blom and Arseneault voting yes, while Councilperson Fischer abstained.

CONFLICTS OF INTEREST

No conflicts of interest were stated.

PUBLIC HEARING – MALT BEVERAGE & WINE LICENSE – MAC'S

Councilperson Nielsen moved to approve the malt beverage and wine license for Mac's contingent upon operating agreement being signed and proof of insurance being provided. Seconded by Councilperson Blom, the motion unanimously carried.

RESOLUTION #02-20-2018A – CUSTER COUNTY PRE-DISASTER MITIGATION PLAN

Councilperson Fischer moved to adopt Resolution #02-20-2018A, Custer County Pre-Disaster Mitigation Plan. Seconded by Councilperson Blom, the motion unanimously carried.

RESOLUTION #02-20-2018A

RESOLUTION ADOPTING THE CUSTER COUNTY PREDISASTER MITIGATION PLAN
[APPROVED PENDING ADOPTION 2018 UPDATE]

WHEREAS, the Custer County Pre-Disaster Mitigation Plan has been prepared in accordance with *The Disaster Relief Act of 2000 and 44 CFR 206.1; and*

WHEREAS, The City of Custer has been afforded the opportunity to participate, comment, and provide input in the current plan content and mitigation strategies; and

WHEREAS, The City of Custer concurs with the mitigation strategies and solutions for each disaster impacting the community and citizens; and

WHEREAS, the City of Custer agrees to annually review and comment on progress in achieving mitigation goal identified in the Plan and affecting its jurisdiction.

AND NOW THEREFORE BE IT RESOLVED by the Custer City Council that it adopts The Custer County Mitigation Plan as the jurisdiction's mitigation management plan and resolves to participate in the accomplishments of the actions therein.

Dated this 20th day of February, 2018.

CITY OF CUSTER

S/Corbin Herman, Mayor

ATTEST: Laurie Woodward, Finance Officer

RESOLUTION #02-20-2018B – UPDATED WAGE SCALE

Councilperson Heinrich moved to adopt Resolution #02-20-2018B, Updated Wage Scale. Seconded by Councilperson Arseneault, the motion unanimously carried.

Resolution #02-20-18B

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

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

WHEREAS, the Common Council of the City of Custer has negotiated the certification increase for employees having water and wastewater certification that meet Custer City Facilities; and

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

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

Dated this 20th day of February 2018.

CITY OF CUSTER CITY

S/Corbin Herman, Mayor

ATTEST: Laurie Woodward, Finance Officer

PRELIMINARY & FINAL PLAT – PHILLIPS SUBDIVISION

Councilperson Maciejewski moved to approve the preliminary and final plat for Phillips Subdivision. Seconded by Councilperson Nielsen, the motion unanimously carried.

PRELIMINARY PLAT – TRACT WILLIAMSON REVISED OF NEEDLES VIEW SUBDIVISION & WILLOW CREEK TRACT

Councilperson Fischer moved to approve the preliminary plat for Tract Williamson Revised of Needles View Subdivision and Willow Creek Tract. Seconded by Councilperson Blom, the motion unanimously carried.

SUBDIVISION VARIANCE – BUSSKOHL-JENNIGES SUBDIVISION PHASE I

Councilperson Heinrich moved to approve the subdivision variance request for Busskohl-Jenniges Subdivision Phase I, allowing only a 30' public right of way. Seconded by Councilperson Nielsen, the motion unanimously carried.

PRELIMINARY PLAT – BUSSKOHL-JENNIGES SUBDIVISION PHASE I

Councilperson Fischer moved to approve the preliminary plat for Busskohl-Jenniges Subdivision Phase I contingent upon minor spelling and grammar corrections being corrected. Seconded by Councilperson Arseneault, the motion unanimously carried.

CEMETERY CARETAKER BID

Councilperson Fischer moved to table the cemetery caretaker bid until the March 6th Council Meeting. Seconded by Councilperson Maciejewski, the motion unanimously carried.

WAY PARK REQUEST FOR FARMER'S MARKET – CHAMBER OF COMMERCE

Councilperson Maciejewski moved to approve the Chamber of Commerce request to use Way Park on Saturday's from 8am through 1pm, from June through October, except for Gold Discovery Days weekend, for the Farmer's Market. Seconded by Councilperson Heinrich, the motion unanimously carried.

TELSA RALLY REQUEST – CHAMBER OF COMMERCE

Councilperson Heinrich moved to approve the Chamber of Commerce request for the Tesla Road Trip Rally on May 18th, 2018 which included street closure request for South Sixth Street from Mt Rushmore Road to Washington Street, keeping the alley open; Washington Street from Sixth Street to Eighth Street; request to use the showmobile and have it placed on South Sixth Street; use of the picnic tables & trash cans and placement of them on the street; and a brown bag permit from 5pm – 7pm. Seconded by Councilperson Fischer, the motion unanimously carried.

GOLD DISCOVERY DAYS REQUEST – CHAMBER OF COMMERCE

Councilperson Maciejewski moved to approve the Chamber of Commerce request for Gold Discovery Days which included street closures for North Sixth Street from Crook Street south to the alley (7/20-7/21); Washington Street from Sixth Street to Eighth Street (7/20-7/21); South Seventh Street from Washington Street to the Mt Rushmore Road (7/20-7/21); South Fourth Street from Mt Rushmore Road to the south alley on only the east side of the street (7/20-7/22); South Sixth Street from Mt. Rushmore Road to Washington Street, keeping alley open (7/20-7/21); use of Way Park (7/20-7/22); use of the showmobile ((7/20-7/21); and parade to be held July 21st at 10:00 am with line up on Crook Street, then proceeding west on Mt Rushmore Road from Eighth Street to First Street. Seconded by Councilperson Heinrich, the motion unanimously carried.

OFF-ROAD RALLY REQUEST – CHAMBER OF COMMERCE

Councilperson Blom moved to approve the Chamber of Commerce request for the Off-Road Rally Show and Shine on June 8th, 2018 which included street closure for South Sixth Street from Mt. Rushmore Road to Washington Street, keeping the alley open and use of two trash cans. Seconded by Councilperson Maciejewski, the motion unanimously carried.

CERTIFIED OPERATOR WAGES

Councilperson Maciejewski moved to approve the following wages for the certified operators. Seconded by Councilperson Nielsen, the motion unanimously carried.

Scott Kellogg	\$31.30	Lance Stansbury	\$20.85	Julie Harley	\$20.55
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CLAIMS

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

Advanced Drug Testing, Safety, \$36.00

APWA, 2018 Dues, \$20.00

Avenet, LLC, Supplies, \$550.00

AFSCME Council 65, Dues, \$86.14

BH Council of Local Governments, Dues, \$1,034.00
Black Hill Energy, Utilities, \$13,011.16
California State Disbursement, Deductions, \$53.19
Clark, Jeff, Reimbursement, \$105.15
Credit Collections, Deductions, \$141.87
Culligan, Repair & Maintenance, \$58.50
Chamber of Commerce, Sales Tax Subsidy, \$1,539.18
Custer Community Action Team, 2018 Subsidy, \$1,500.00
Custer Sign Co, Supplies, \$184.41
Dakota Pump, Repair & Maintenance, \$459.18
Discovery Benefits, Supplies, \$25.00
Fastenal, Supplies, \$297.90
First Interstate Bank, \$197.38
French Creek Supply, Supplies, Repair & Maintenance, \$193.25
Hawkins, Supplies, \$20.00
Gier, Jacob, Refund, \$1,200.00
Lynn's Dakotamart, Supplies, \$2.83
Metering & Technology Solutions, Supplies, \$1,794.97
Midcontinent Testing Labs, Professional Fees, \$190.00
Pace, Supplies, \$209.39
Rancher's Feed & Supply, Supplies, \$1,144.25
Rapid City Journal, Renewal, \$338.54
Rapid Delivery, Professional Fees, \$64.70
S & B Motors, Repair & Maintenance, \$224.55
SD Associations of Rural Water System, Conference, \$410.00
SD Dept of Revenue, \$150.00
SDML, Conference, \$75.00
Servall, Supplies, \$165.02
BIT Finance/ State Long Distance, \$58.57
Shanklin's, Supplies, \$862.34
Summit Signs and Supply INC, Supplies, \$200.00
USDA Loan Payments, \$8,910.00
Wright Express, Supplies, \$1,019.453
Total Claims \$36,531.92

DEPARTMENT HEADS & COMMITTEE REPORTS

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

EXECUTIVE SESSION

Councilperson Fischer moved to go into and out of executive session for contract negotiations per SDCL 1-25-2(1-4) at 6:12 pm, with the Attorney, Planning Administrator, Public Works Director and Finance Officer present. Seconded by Councilperson Maciejewski, the motion unanimously carried. Council came out of executive session at 6:30 pm, with no action taken.

ADJOURNMENT

With no further business, Councilperson Arseneault moved to adjourn the meeting at 6:30 p.m. Seconded by Councilperson, Fischer, the motion carried unanimously.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward
Finance Officer

Corbin Herman
Mayor

City of Custer City
From the Desk of the Mayor

EXECUTIVE PROCLAMATION

WHEREAS, established in 1937, the mission of Ducks Unlimited is to conserve, restore, and manage wetlands and associated habitats for North America's waterfowl. Such habitats also benefit other wildlife and people; and

WHEREAS, the area around Custer City and throughout the state of South Dakota has many shallow lakes and wetlands which provide an important migration habitat for thousands of waterfowl that depend on these habitats to ensure they arrive on breeding grounds in good health and prepared to nest; and

WHEREAS, Custer City has many shallow lakes in the area such as, Stockade, Bismark, West Dam, and countless other wetlands which are important for their role in preserving the outdoor heritage of the state by providing traditional waterfowl hunting areas; and

WHEREAS, wetlands are also valued for their role in water quality protection, flood control, survival of wetland-dependent wildlife, and the state's overall environmental health; and

WHEREAS, South Dakota's thousands of passionate Ducks Unlimited members and volunteers are determined to continue this great work well into the future; and

WHEREAS, Custer City has recognized the potential of a solid partnership with Ducks Unlimited in the planning and completion of the West Dam reconstruction project; and

WHEREAS, Ducks Unlimited hosts an annual banquet each year to assist in the raising of funds used to protect, enhance and restore wetlands and grasslands across North America, and such annual banquet has been scheduled for the year 2018 to be held on the 24th day of March.

WHEREAS, the City of Custer City shall honor Ducks Unlimited by displaying 12 flags presenting their logo along the Mount Rushmore road corridor for a time beginning on March 16th, 2018 and to end on March 26th, 2018.

THEREFORE, BE IT RESOLVED that I, Corbin Herman, Mayor of the City of Custer City, South Dakota, do hereby proclaim March 25th, as

Ducks Unlimited Day

In witness thereof, I have hereunto set my hand and caused the Seal of the City of Custer City to be affixed this fifth day of March in the year of our Lord Two Thousand and Eighteen.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward
Finance Officer

Corbin Herman
Mayor

(SEAL)

CUSTER CITY CEMETERY
CARETAKING AGREEMENT

This Agreement, made and entered into this 9 day of Feb, 2018, by and between Custer City, hereinafter referred to as the City and Edward Enterprises, hereinafter referred to as the Contractor.

WHEREAS, the City desires to contract for service to be rendered for the care of the Custer City Cemetery and the Contractor agrees to render services as stated in the Request for Bids document attached hereto.

That for the consideration of \$ 38,000.⁰⁰ for the year 2018, payable in seven equal monthly installments of \$ 5428.57 per month, beginning April 1st, 2018. 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.

Either party to this Contract may cancel the Contract by giving a written three-week (21 days) notice of their intention to cancel and by listing their reasons for their cancellation.

Both parties agree that three weeks after receipt of the written three-week (21 days) notice, that the Contract will be null and void. Contractor agrees to provide all services until such three-week period has expired, and City agrees to pay for such services on a prorated basis until such time.

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 contained in the attached 6 page Request for Bids, with a performance period of April 1, 2018 through October 15, 2018, are incorporated herein by this reference as though set forth in full.

Dated this Feb 9 day of Feb, 2018.

Gregory Edwards
Contractor
Edwards Enterprises

Custer City Mayor

Attest:

Custer City Finance Officer

STATEMENT OF WORK

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

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

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

SPECIFICATIONS FOR THE CUSTER CITY CEMETERY CARETAKER CONTRACT

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

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

THIS IS A FIXED-PRICED COMMERCIAL SERVICE CONTRACT.

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

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

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

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

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

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

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

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

POST AWARD MEETING:

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

INSTRUCTIONS TO BIDDERS

BIDDERS NEED TO SUBMIT THE FOLLOWING:

- A.) A bid price.
- B.) A list of prior contracts with the same/similar type of work to include the POC of each contract and cost of that contract.
- C.) Bidders must sign their bid and have it notarized.

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

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

POOL MANAGEMENT AND BATH HOUSE CONTRACT

THIS AGREEMENT is made by and between the City of Custer City, hereafter designated as City, and the YMCA of Rapid City, hereinafter designated as YMCA, for the purpose of contracting for the operation and management of the Custer City Swimming Pool and appurtenant facilities hereinafter designated as the "Pool". The City does hereby agree that YMCA shall manage the Custer Municipal Swimming Pool and appurtenant facilities, being described as follows, to wit:

LOTS FOUR (4), FIVE (5), AND SIX (6), BLOCK
THIRTY-FIVE (35), ORIGINAL TOWN, NOW THE CITY OF CUSTER
CITY, CUSTER COUNTY, SOUTH DAKOTA.

Under the terms and conditions as follows:

1. TERM.

The term of this agreement shall be from the date of June 1, 2018 to August 20, 2018, subject to renewal upon terms and conditions of a mutual agreement of the parties hereto.

2. Independent Contractor Status

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

3. CITY'S OBLIGATION.

The Owner, City of Custer City, agrees:

- A. To provide to the YMCA the management, operation, and control of the swimming pool and appurtenant facilities for the term hereof, and under the terms and conditions as herein provided;
- B. To provide necessary water, electricity and propane at no cost to the YMCA for the operation of the swimming pool and bathhouse;
- C. To make capital improvements and repairs as are reasonably necessary. Capital improvements are hereby agreed to mean items affixed permanently or for an extended term to the premises and normally construed as major repairs or replacement items;
- D. To place the pool in fully operational and safe condition prior to June 8, 2018, unless otherwise negotiated;
- E. To provide for the maintenance, repair, purchasing of supplies, chemicals and pool water testing which are directly related to the operation of the physical pool systems, and allow the YMCA use of the automatic pool cleaning apparatus;
- F. To pay the sum of \$16,000.00 to YMCA on or before June 8, 2018, to be used by Lessee for operation of said facility;

4. YMCA'S RESPONSIBILITIES.

YMCA agrees:

- A. To operate the Custer City swimming pool, and appurtenant facilities for the entire term commencing on the 1st day of June, 2018, and ending on the 20th day of August, 2018, subject to change upon mutual agreement of the parties hereto;
- B. To collect necessary fees and charges for the use of said swimming pool facility, and to regulate the use thereof by those having paid appropriate charges therefore, said fees and charges as per attached Exhibit A;
- C. To provide duly certified lifeguards and other personnel as is reasonably necessary to operate said facility;
- D. To pay all expenses of the operation of bathhouse of said facility including labor, and any and all current operation costs, excluding expenses referred to in above section 3B;
- E. To take all reasonable precautions during working hours to avoid any claim, demand, liability, or responsibility of any nature whatsoever due to or arising from the operation of the said swimming pool facility in a negligent, careless, or reckless manner. If damage occurs at said swimming pool facility outside the hours of operation, and the YMCA is not found to be negligent, the City will be responsible for expenses incurred;
- F. To provide the City with monthly reports as to the financial operation of said facility and additional expenditures, including capital expenditures necessary for the continued use and maintenance of said facility;
- G. At the termination of this Agreement, return said facility and all appurtenant properties and equipment to the City in as good or better condition as at the commencement of this lease agreement, reasonable wear and tear only excepted, and to repair or replace all properties and/or

equipment for which it is determined that the YMCA is responsible for due to negligent, careless, or reckless conduct;

- H. To ensure the proper cleanliness and grooming of the facilities and grounds, i.e. pool area, dressing rooms, restrooms, and lawn areas. Further, to provide proper care and watering of lawn areas as directed by the City, including mowing of the lawn area.
- I. To provide a policy of public liability insurance (minimum limit of \$2,000,000.00 per occurrence) covering said facility, and to name the City as an additional insured party thereunder and such policy shall contain a thirty (30) day notice prior to cancellation, with the City named as an additional notice party, on or before June 1, 2018.

Dated this _____ day of _____.

CITY OF CUSTER CITY

ATTEST:

Corbin Herman, Mayor

Laurie Woodward
Finance Officer

YMCA of RAPID CITY

(SEAL)

By: _____
Director

STATE OF SOUTH DAKOTA)
COUNTY OF CUSTER)

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

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

Notary: _____

My Commission Expires: _____

(Seal)

EXHIBIT A

2018 POOL FEES

Daily Pass

Children under 3	Free
Youth Non-Members	\$3.00
Adult Non-Members	\$5.00
Family Non-Members	\$10.00

**USE AGREEMENT
BETWEEN
CITY OF CUSTER CITY AND THE
YMCA OF RAPID CITY**

BY THIS AGREEMENT made and entered into this 5th day of March, 2018, by and between the City of Custer City of 622 Crook Street, Custer, South Dakota, hereinafter referred to as "Owner" and the YMCA of Rapid City, 815 Kansas City Street, Rapid City, South Dakota, hereinafter referred to as "User". The Owner allows the User to use the gym at the Custer Community Center Building for a term of one (1) year, to commence April 1st, 2018 and to end on April 1st, 2019.

The User will be conducting and operating public service activities for the mutual benefit of the community. The Owner and User agree and understand that the purpose of this use agreement is to enable the User to use the gym at the Custer Community Center building for recreational, public benefit, historical, community service and educational purposes for the benefit of the residents of Custer County, South Dakota. The parties agree that the structure shall be used for no other purpose, without the express written consent of the Owner. Further, both parties agree that there will be no usage of the gym while construction of the Custer Community Center building is in progress.

The parties agree that the maintenance of the gym and adjacent restrooms located within the building shall be the sole responsibility of the User, and the Owner shall bear no cost for the same. Further, the User agrees to maintain the structure in a good and safe condition that is at least equal to the condition at which it is found at the time of execution of this agreement with normal wear and tear alone excepted.

The parties agree that the User shall only have access to the east and north doors leading to the gym of the Custer Community Center building with no access to the kitchen or other parts of the building once inside the gym. Further, the Owner will distribute a set number of keys to the User. The User will have a sign out sheet for keys disbursed and the Owner shall be the sole party to make copies of keys.

The parties agree that snow and ice removal on the sidewalks outside of the Custer Community Center building used for accessing the gym and all other appurtenant areas except for the parking lot shall be the sole responsibility of the User, and the Owner shall bear no cost for the same.

The parties agree that snow and ice removal in the parking lot of the Custer Community Center shall be the sole responsibility of the Owner and the User shall bear no cost for the same.

The User shall make no alteration to the structure or make any improvements on the premises without the prior written consent of the Owner.

The parties agree and understand that all utilities, specifically including; water, sewer, heating, lighting and telephone shall be the sole responsibility of the Owner, as this is a temporary agreement.

The parties agree that the heat controls in the Custer Community Center building will be controlled solely by the Owner.

AE2S, Professional Fees, \$1,176.53
AFLAC, Insurance, \$583.02
AFSCME Council 65, Dues, \$86.14
Battle Mountain Humane Society, Animal Control \$1,000.00
Beesley Law Office, Professional Fees, \$2,515.00
Black Hill Energy, Utilities, \$8,625.06
Century Business Product, Supplies, \$210.91
Code Works, Professional Fees, \$530.24
Crum Electric Supply Co, Supplies, \$4,124.61
Custer Co Chronicle, Publishing Fees, \$211.08
Custer Dolt Best, Supplies, Repair & Maintenance, \$70.28
Custer Industrial, Repair & Maintenance, \$19.20
Custer Sr. Citizen Center, 2018 Subsidy, \$4,000.00
Custer Ture Value, Supplies, Repair & Maintenance, \$512.20
California State Disbursement, Deductions, \$53.19
Delta Dental, Insurance, \$148.20
Discovery Benefits, Supplies, \$856.92
EFTPS, Taxes, \$13,460.74
Fastenal, Supplies, \$179.17
Freeman's Electric INC, Repair & Maintenance, \$17.77
G & R Controls, Repair & Maintenance, \$261.48
Green Owl Media, Professional Fees, \$140.00
Hillyard, Supplies, \$99.17
Image All LLC, Supplies, \$169.00
Kimball Midwest, Supplies, \$1,269.70
KLJ, Professional Fees, \$2,450.00
Metering & Technology, Supplies, \$3,585.87
Nelsons Oil & Gas, Supplies, \$2,124.20
Petty Cash, Supplies, \$303.52
Sander Sanitation, Garbage Collection Contracts, \$13,422.54
SD Department of Revenue, Supplies, \$21.20
SD Retirement System, \$6,427.60
Supplemental Retirement, \$460.00
Shanklins, Supplies, \$234.96
The Hartford, Insurance, 64.12
Turbiville Industrial Electric, Supplies, Repair & Maintenance, \$845.88
Walker, Gaile, Reimbursement, \$261.78
Wellmark BCBS, Insurance, \$11,519.05
Mayor & Council, \$4,400.00
Finance Department, \$5,683.06
Public Buildings, \$2,719.29
Planning Department, \$7010.49

Public Works Department, \$3,013.85
Street Department, \$10,969.67
Cruisin Department, \$84.29
Parks Department, \$3,382.75
Water Department, \$11,429.07
Wastewater Department, \$11,279.49
Total Claims, \$142,012.29