

All City Council Meetings are recorded.

CITY OF CUSTER CITY
COUNCIL AGENDA
September 17th, 2018 – City Hall Council Chambers
5:30 P.M.

1. Call to Order - Roll Call - Pledge of Allegiance
2. Approval of Agenda museum
3. Approval of Minutes – September 4th, 2018 Regular Meeting
4. Declaration of Conflict of Interest
5. Public Hearings - Public Presentations
 - a. Public Hearing – USDA Rural Development Financing – Custer Community Center
 - b. Second Reading – Ordinance #811 – 2019 Appropriation Ordinance
 - c.
 - d.
 - e.
 - f.
6. Public Comments (3-minute max. per person, with total public comment period not to exceed 15 minutes)
7. Old Business
 - a. Custer Community Center Contract Termination – Fennell Design
 - b. Custer Community Center Proposed Design, Fees and Services – Fennel Design
 - c.
8. New Business
 - a. Exception to Custer Municipal Code 15.12 (Fire Limits) – 1881 Courthouse Museum (441 Mt Rushmore Road)
 - b. Request to use City Property (Tract Well) – Randy Larson
 - c. Parade Request – Custer Homecoming
 - d. Green Owl Media Contract – Custer Cruisin
 - e. Health Insurance Renewal / Policy
 - f.
 - g.
9. Presentation of Claims –
10. Department Head Discussion & Committee Reports –
11. Executive Session – Personnel, Proposed Litigation, & Contract Negotiations (SDCL 1-25-2(1-4))
12. Adjournment

REMINDERS

- Park & Recreation Committee Meeting – September 18th, 2018 5:30 P.M.**
Special Council Meeting September 24th, 2018 5:30 P.M.
Planning Commission Meeting –September 25th, 2018 5:00 P.M.
Public Works Committee Meeting – October 1st, 2018 4:30 P.M.
Regular City Council Meeting – October 1st, 2018 5:30 P.M.
General Government Committee Meeting – October 8th, 2018 4:15 P.M.
Planning Commission Meeting – October 8th, 2018 5:00 P.M.
Regular City Council Meeting – October 15th, 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
September 4th, 2018**

Mayor Corbin Herman called to order the first meeting of the Common Council for the month of September 2018 at 5:30 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 to approve the agenda. Seconded by Councilperson Nielsen, the motion unanimously carried.

MINUTES

Councilperson Arseneault moved, with a second by Councilperson Moore, to approve the minutes from the August 20th regular council meeting the motion carried with Councilperson Blom, Whittaker, Nielsen, Arseneault and Moore voting yes. Councilperson Fischer abstained.

CONFLICTS OF INTEREST

No conflicts of interest were stated.

DOG PARK REQUEST – LESA MCDERMOTT

Councilperson Moore moved to table the Dog Park request, seconded by Councilperson Nielsen, the motion unanimously carried.

SECOND READING – ORDINANCE #810 – LICENSING AND REGULATION OF ALCOHOL, MALT BEVERAGES AND DRINKING ESTABLISHMENTS

Councilperson Nielsen moved to adopt Ordinance #810 – Licensing and Regulation of Alcohol, Malt Beverages and Drinking Establishment. Seconded by Councilperson Blom, the motion carried with Councilperson Whittaker, Nielsen, Fischer, Moore, Arseneault and Blom voting yes.

REQUEST TO USE CITY PROPERTY (TRACT WELL) – RANDY LARSON

Councilperson Nielsen moved to approve Randy Larson's request to use Tract Well to sell farm produce in September. Motion seconded by Councilperson Whittaker. After some discussion, Councilperson Nielsen amended her motion to include contingent upon proof of insurance being provided and for only two days in September, seconded by Councilperson Whittaker, the motion unanimously carried.

AMENDED FIRE SUPPRESSION SYSTEM COVENANT & AGREEMENT - 503/507 MT RUSHMORE RD S.100 BLOCK 1 LOT 8

Councilperson Fischer moved to approve the Amended Fire Suppression System Covenant and Agreement for 503/507 Mt Rushmore Road, pending all signatures on the agreement. Seconded by Councilperson Blom, the motion unanimously carried.

CUSTER COMMUNITY CENTER CONTRACT TERMINATION – FENNEL DESIGN AND CUSTER COMMUNITY CENTER PROPOSED DESIGN, FEES AND SERVICES

Councilperson Nielsen moved to table Custer Community Center Contract Termination and Custer Community Center Proposed Design, Fees and Services with Fennell Design until the General Government Committee has reviewed. Seconded by Councilperson Fischer, the motion unanimously.

GOLF COURSE GATE

Councilperson Fischer moved to approve the placement of the Golf Course Gate on the west side of Wazi Lane. Seconded by Councilperson Moore, the motion unanimously

CLAIMS

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

Aflac, Insurance, \$542.74

AFSCME, Dues, \$86.14

Audio- Video Solutions, Repairs and Maintenance, \$2,834.78

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

Black Hills Energy, Utilities, \$3,433.04

California State Disbursement, Deduction, \$53.19

Century Business Products, Supplies, \$205.79

Core and Main, Repairs and Maintenance, \$231.59

Chronicle, Publishing, \$1,075.73

Custer Do It Best, Supplies, Repair and Maintenance, \$314.94

Custer Gas, Utilities, \$5,585.45

Davenport, Dolsee, BID Board, \$1,000.00

Delta Dental, Insurance, \$148.20

Discovery Benefits, Supplies, \$806.92

Edward Enterprises, Cemetery Caretaker Contract, \$4,571.43

EFTPS, Taxes, \$13,117.12

Freeman's Electric, Supplies, \$138.83

Golden West Telecommunications, Utilities, \$590.43
Golden West Technologies, Repairs and Maintenance, \$2,446.50
Home Slice Media Group, BID Board, \$22,040.64
Honeywell, Repair and Maintenance, \$895.03
Incite Research, Advertising, \$300.00
Mt. Rushmore Brewing Co., Supplies, \$730.79
Nelson's Oil & Gas, Supplies, \$1,477.57
Northern Safety Technology, Supplies, \$103.95
Petty Cash, Supplies, \$373.00
Pitney Bowes, Supplies, \$48.69
Pizza Hut, Supplies, \$37.38
Quill, Supplies, \$156.78
RHS Inc, Supplies, \$500.00
Sanders Sanitation, Garbage Collection Contract, \$14,532.36
SDML, Travel and Conference, \$50.00
SD Retirement System, \$6,165.06
Simon Materials, Repairs and Maintenance, \$5,598.00
Supplemental Retirement, \$550.00
Toby Brusseau, BID Board, \$3,200.00
Verizon Wireless, Utilities, \$430.26
Wellmark BCBS, Insurance, \$11,486.83
Wright Express, Supplies, \$1,814.36
Pinder, Steven, Utility Deposit Refund, \$46.94
Mayor & Council, \$4,400.00
Finance Department, \$4,620.24
Public Buildings, \$2,854.42
Planning Department, \$6,810.04
Public Works Department, \$3,069.43
Street Department, \$7,786.33
Cruisin Department, \$86.78
Parks Department, \$6,748.49
Water Department, \$11,565.19
Wastewater Department, \$11,405.65
Total Claims, \$168,067.03

DEPARTMENT HEADS & COMMITTEE REPORTS

Various committee reports were given in addition to updates from the department heads.

EXECUTIVE SESSION

Councilperson Fischer moved to go into and out of executive session for personnel per SDCL 1-25-2(1-4) at 6:25 pm, with the Public Works Director, Finance Officer and Deputy Finance Officer present. Seconded by Councilperson Nielsen, the motion unanimously carried. Council came out of executive session at 6:35 pm, with no action taken.

NEW HIRE

No action taken on this item.

2019 BUDGET WORK SESSION

Council had a work session for the 2019 budget.

FIRST READING — ORDINANCE #811 — 2019 APPROPRIATION ORDINANCE

Councilperson Nielsen moved to approve the first reading of Ordinance #811, 2019 Appropriation Ordinance. Seconded by Councilperson Whittaker, the motion unanimously carried.

ADJOURNMENT

With no further business, Councilperson Moore moved to adjourn the meeting at 7:03 p.m. Seconded by Councilperson Whittaker, the motion carried unanimously.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward
Finance Officer

Corbin Herman
Mayor

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ATTEST:

CITY OF CUSTER CITY

Laurie Woodward
Finance Officer

Corbin Herman
Mayor

APPROPRIATION ORDINANCE NO. 811

FISCAL YEAR 2019

CUSTER CITY, SOUTH DAKOTA

AN ORDINANCE MAKING APPROPRIATIONS FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2019, AND ENDING DECEMBER 31, 2019, AND LEVYING THE PROPERTY TAX IN THE YEAR 2019.

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

	General Fund	BID Fund	Debt Service TIF Fund	Promotion Fund	Cemetery Fund
Governmental Funds					
410 General Government					
411 Legislative	105,685				
411.5 Contingency	30,000				
413 Election	1,200				
414 Financial Administration (Finance & Attorney)	173,710				
419 Other (Public Bldgs, Planner)	3,123,985			45,500	
Total General Government	<u>3,434,580</u>				
420 Public Safety (Public Safety, Law Enforcement, Fire Dept.)	524,000				
430 Public Works					
431 Highway & Streets (Engineering, Public Works, Streets)	806,410				
437 Cemetery	35,450				
Total Public Works	<u>841,860</u>				
440 Health & Welfare					
444 Humane Society	12,560				
447 Hospital	347,000				
Total Health & Welfare	<u>359,560</u>				
450 Culture & Recreation					
451 Recreation (Cruisin, Rec., Swimming)	125,415				
452 Parks	249,240				
Total Culture & Recreation	<u>374,655</u>				
465 Economic Development (Promoting the City)	43,000	160,000		210,800	
470 Debt Service			240,000		
TOTAL 2019 APPROPRIATIONS	5,577,655	160,000	240,000	256,300	
Committed for Capital Replacement Ordinance #722					
TOTAL APPROPRIATIONS & ACCUMULATIONS	5,577,655	160,000	240,000	256,300	

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

	General Fund	BID Fund	Debt Service TIF Fund	Promotion Fund	Cemetery Fund
Governmental Funds					
Unassigned Fund Balance/Cash Applied	2,604,154	-	-	-	
310 Taxes	2,559,300	160,000	240,000	256,000	
320 Licenses and Permits	58,400				
330 Intergovernmental Revenue	7,000				
335 State Shared Revenue	93,501				
340 Charges for Goods and Services	8,550				
345 Health (Animal Control)	200				
346 Culture & Recreation (Cruisin)	4,200				
348 Cemetery	4,500				6,000 6,000
350 Fines and Forfeits	100				
360 Miscellaneous Revenue	24,750			300	250
368 Liquor Operating Agreement	200,000				
390 Other Sources	13,000				
TOTAL MEANS OF FINANCE	5,577,655	160,000	240,000	256,300	6,250

	Water Fund	Sewer Fund	Solid Waste Fund
Proprietary Funds			
Beginning Unrestricted Cash	691,000	245,000	155,000
Estimated Revenue	667,900	629,200	193,350
Total Available	1,358,900	874,200	358,350
Less Appropriations (Expenses)	975,090	769,005	193,000

Less Facility Replacement per ORD 603	-	58,360	-
ESTIMATED SURPLUS	<u>383,810</u>	<u>46,835</u>	<u>155,350</u>

Section II: Summary of 2019 Appropriations

Enterprise Funds	1,937,095
Governmental Funds	<u>6,233,955</u>
Total 2019 Appropriations	<u>\$8,171,050</u>

Section III: That there is hereby levied upon all taxable property within the said City of Custer for the purpose of providing funds to meet the expenses and liabilities of said City, as hereinbefore set forth for the fiscal year of 2019 a tax sufficient to raise the following amounts, to wit:

For the General Fund	<u>\$906,870</u>
TOTAL LEVY	\$906,870

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

Dated this 17th day of September 2018.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward
Finance Officer
(SEAL)

Corbin Herman, Mayor

First Reading: September 4th, 2018
Second Reading: September 17th, 2018
Publication: September 26th, 2018

Vote:

Fischer:	Blom:
Nielsen:	Arseneault:
Moore:	Whittaker:



622 Crook Street
Custer, SD 57730

Laurie Woodward
Finance Officer

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

September 17, 2018

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

Re: 2019 Tax Levy Request

Dear Auditor,

I hereby certify the following to reflect the levy request for taxes collected in the year 2019 for the City of Custer City, pursuant to Ordinance No. 811:

For the General Fund	\$837,870
For Opt Out	\$ 69,000

Total Levy Request	\$906,870

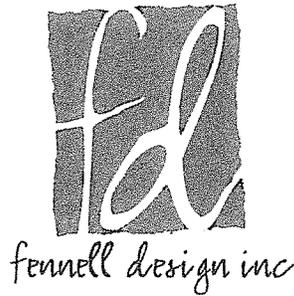
Thank you,

Laurie Woodward
Finance Officer
Custer City

I hereby acknowledge receipt of the Custer City 2019 tax levy request.

County Auditor

Date



August 19, 2018

Mr. Tim Hartman, Planner
Custer City,
622 Crook St.
Custer, SD 57730

Re: Arch. #18013 Custer Community Center

Dear Tim,

Please find within this letter our suggestion for mutual termination of the current Design Contract for the Custer Community Center.

There are multiple reasons for termination of the existing contract and renegotiation of the Scope and Fee agreement.

- Rural Development involvement:
 - RD has very specific requirements of the issue Form of Contract for the architect.
 - RD has very specific re requirements of the language/edits of the Form of Contract for the architect.
 - RD Front-end specifications are detailed RD formats
 - General Conditions and other Forms of Contract must be fully edited and require specific language.
 - Review timing stretches the process.
- Black Hills Council of Local Governments involvement:
 - Generally requires Davis Bacon Wage determination and Certified Payrolls
- Scope Change:
 - Discovery during the small package bid projects has helped further define the scope
 - Portions of the project have now been completed.
 - The project configuration has changed, causing the required A&E effort to change.

After we tour the building, determine the new scope and get a firm understanding of the requirements of BHCLG and Rural Development with respect to specifications, administrative and contractual requirements, we will propose a new Scope of Services and Fee structure.

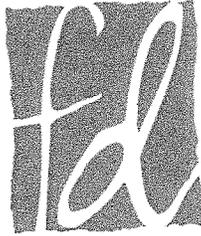
Please feel free to contact me for any questions you may have about this communique..

Sincerely,

Fennell Design Inc.

Gene A. Fennell

247 N. 6th St. | Custer, SD 57730
1113 St. Joseph St. | Rapid City, SD 57701
Ph. (605) 716-0520 1-800-556-8791 | www.fennelldesigninc.com



fennell design inc

August 31, 2018

Mr. Tim Hartman, Planner
Custer City,
622 Crook St.
Custer, SD 57730

Re: Arch. #18013 Custer Community Center
Proposed Fee Structure

Dear Tim,

Please find within this letter our suggestion for new fee structure to follow the proposed existing contract termination for the Custer Community Center. This fee proposal is based on the discussed revisions related to our meetings in the past weeks and our walk-through orientation.

Some specific differences to the past contract scope elements are:

- Rural Development funding and those added requirements of the architect
 - Specifications language
 - AIA B101 - 2017 Standard Form of Agreement between Owner and Architect
 - RD Form 1942 Guide 27 edits to B101-2017 (attached is for 2007 – RD has not yet reviewed 2017*)
- Revision to the plan to provide physical isolation barriers between the YMCA components and City Hall components
- Revisions to the Child Care component to accommodate the inclusion to the project of the playground expressed in the Site Master Plan
- Additional removal of furred walls at the exterior perimeter and reinstallation with insulation.
- Planning for a 2nd elevator at the 2-story City Hall wing for accessibility of the 2nd floor of that wing (this component will be designed but may be an alternate to the project)
- Planning of a code travel distance required exit stairway at the 2-story City Hall wing (this component will be designed but may be an alternate to the project)
- 2nd Floor City Hall space finishes will be designed but may be an alternate to the project.

At this time, we are anticipating a Project Cost of right at \$3.0 Million inclusive of A&E Fees and reimbursable expenses.

We propose a lump sum fee for Architectural, Landscape Architectural and MEP & Structural Engineering for the final design, bid documents and construction administration of the completed project through Certificate of Occupancy of **\$167,400** plus reimbursable expenses. Please feel free to contact me for any questions you may have about this communique.

Sincerely,

Fennell Design Inc.

Gene A. Fennell

Attachments:

- Unedited draft of AIA B101-2017
- 1942a Guide 27 (required edits to AIA B101 – 2007)

AIA[®] Document B101[™] - 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 1st day of October in the year 2018
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

«City of Custer
622 Crook St.
Custer, SD
57730

and the Architect:
(Name, legal status, address and other information)

Fennell Design Inc.
247 N 6th St.
Custer, SD
57730

for the following Project:
(Name, location and detailed description)

Custer Community Center
411 Crook St.
Custer, SD 57730

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

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- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

N/A – Already Accomplished

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Conversion of Old Elementary School into Community Center with Child Care and Fitness sharing the facility with City Administration.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

\$2,975,390

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

CD's January, 2019

.2 Construction commencement date:

February 2019

.3 Substantial Completion date or dates:

February 2020

.4 Other milestone dates:

Rural Development Application Package – October 2018

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design/Bid/Build

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Tim Hartman; City Planner & Code Official

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Gene Fennell; Architect of Record, 247 N 6th St. Custer, SD 57730 – genefendesinc.com 605-716-0520

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Albertson Engineering Inc. 3202 W. Main St. Rapid City, SD 605-343-9606

.2 Mechanical Engineer:

Phil Nichols Associates
11735 W. Highway 44
Rapid City, SD
57702
(605) 343-3986

.3 Electrical Engineer:

Phil Nichols Associates
11735 W. Highway 44
Rapid City, SD
57702
(605) 343-3986

.4 Landscape Architect:

Tallgrass Landscape Architecture 413 N 4th St., Custer, SD 57730 605.673.3167

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

Proposal Letter Dated August 31, 2018

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying

party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than two million dollars (\$ 2,000,000) for each occurrence and four million dollars (\$ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit. N/A

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one Million dollars (\$ 1,000,000) per claim and one Million (\$ 1,000,000) in the aggregate for a policy year.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval and concurrence by the Agency of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and concurrence by the Agency. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or

digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

3.2.6. The Architect shall provide the Owner with the appropriate documentation showing the Schematic Design and the estimated Project cost to the Owner to seek the concurrence of the Agency. When the Owner has accepted and the Agency has concurred on the Schematic Design studies and estimated Project cost, the project Architect may be authorized to proceed with the Design Development Documents. 3.2.7. The Architect shall attend conferences with the Owner, representatives of the Agency and other interested parties as may be reasonably necessary.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval and concurrence by the Agency of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval and concurrence by the Agency. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval and concurrence by the Agency of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and concurrence by the Agency. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

3.4.6 The Architect shall certify in writing, to the best of the Architect's knowledge, information and belief, that the Drawings and Specifications are in conformance with the applicable development standard, as defined in Agency regulations furnished by the Owner under subparagraph 5.1.

3.4.7 Prior to advertisement for bids, the Architect shall provide three sets of Construction Documents for use by the Owner, the Agency and the appropriate Federal, State and local agencies from whom approval of the Project must be obtained. The reproduction cost of such Construction Documents shall be included in the compensation paid to the Architect, notwithstanding subparagraph 11.8. The Owner shall obtain Agency concurrence with the Construction Documents, estimated Project costs, and authorization to proceed in writing prior to advertisement for bids.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.
- .5 furnishing additional copies of the Construction Documents as requested by the prospective bidders, and other interested parties, and owner may charge them a reasonable cost for such copies.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction and the conditions of RD Instruction 1942-A, Guide 27, Attachment 4. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 3.6.1.2 The Architect shall be a representative of and shall advise and consult with the Owner during construction until final payment to the Contractor is paid, and at the Owner's direction during the period of correction of the Work described in the Contract for Construction. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall assist the Owner in performing a review of the Project during the 11th month after the date of substantial completion. Such services shall be furnished without additional charge except for travel and subsistence costs.. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment" and substitute the words "at the expiration of the warranty period described in the Contract for Construction..

3.6.1.4 Upon award of the construction contract, the Architect shall furnish to the Owner sets of Construction Contract Documents for execution. The costs of these sets shall be included in the compensation to the Architect notwithstanding subparagraph 11.8.

3.6.1.5 The Architect shall participate in the Preconstruction Conference and shall advise and consult with the Owner and the Agency.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Such visits to the site shall be documented in writing on inspection report forms acceptable to the Owner and the Agency. Copies shall be furnished to the Owner, Contractor and the Agency. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

3.6.2.6 The Architect shall advise the Owner and the Agency of required tests, inspections and test results; shall furnish coordination of such tests and inspections; and shall advise the Owner and the Agency of the results of same. Copies of tests results shall be furnished upon request to the Owner, and the Agency.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

3.6.3.4 The Architect shall obtain Agency concurrence on all Certificates of Payment before payment is made.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. Preparation of Change Orders which do not substantially affect the Project shall be included in the compensation computed in paragraph 11.1. The Owner, with the assistance of the Architect, shall obtain Agency concurrence in writing for all change orders prior to the performance of the Work.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- 3.6.6.1.1 The Architect shall conduct an inspection prior to the issuance of the Certificate of Substantial Completion and shall submit a written report of work to be completed to the Owner, the Agency and the Contractor prior to final acceptance. The Architect shall notify the Agency about inspection allowing reasonable time for the Agency's representative to attend. Such services shall be coordinated with the Agency. Prior to submitting the final Certificate for Payment, the Architect shall; 1) conduct an inspection to determine compliance with the requirements of the Contract Documents, and 2) receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor..2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Not Provided
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Owner
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Architect
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Owner
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Contractor
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not Provided
§ 4.1.1.21 Telecommunications/data design	Owner
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning	Not Provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Not Provided
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Owner
§ 4.1.1.29 Other services provided by specialty Consultants	Not Provided
§ 4.1.1.30 Other Supplemental Services	Not Provided

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

4.1.2.1.1 The Architect shall provide a cost estimate based on Construction Contract Documents. The estimate shall show a breakdown of the project cost in accordance with Rural Development requirements and procedures.

4.1.2.1.2 The selection and compensation of the Project Representative, if required, shall be concurred in by the Agency.

4.1.2.1.3 One set of Record Drawings shall be provided to the Owner. The costs of the set shall be included in the compensation to the Architect notwithstanding Subparagraph 11.8.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

4.1.1.8 Civil engineering – storm drainage conductance

4.1.1.13 On-site project representation supplied by City Planner/Code Official

4.1.1.21 Telecommunications/data design - Owner to coordinate with provider

§ 4.1.1.28 Furniture, furnishings, and equipment design by Owner or by separate agreement with Architect.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Forty (40) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three (3) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and

Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within « » (« ») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

5.16 Owner shall provide Agency design and construction document regulations and guides to the Architect, upon request. The Owner shall provide information on requirements and procedures of the Agency.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

6.8 The Architect shall consult with the Agency Architect or Engineer about the Agency's requirements and procedures.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the

Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

[« »] Arbitration pursuant to Section 8.3 of this Agreement

[« »] Litigation in a court of competent jurisdiction

[« »] Other: *(Specify)*

« »

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, if the parties mutually agree, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation may be equitably adjusted, as mutually

agreed, to provide for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect as mutually agreed for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Five Thousand Dollars (\$5,000)

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect

for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

10.10 This Agreement and any amendments to this Agreement shall not be in full force and effect until concurred with in writing by the Agency State Director or the State Director's delegate. Such concurrence shall be evidenced by the signature of such a representative of the Agency in the space provided at the end of this Agreement.

10.11 If applicable, the Architect shall comply with section 319 of Public Law 101-121, as supplemented by the Department of Agriculture regulations (7 CFR part 3018). This statute pertains to restrictions on lobbying and applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, the Architect must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. The certification and disclosure forms shall be provided by the Owner.

10.12: The Architect agrees to abide by the requirements under Executive Order 12549, which pertains to the debarment or suspension of a person from participating in a Federal program or activity. If the total compensation described in Article 1.5 exceeds \$25,000, the Architect shall complete the relevant certification form provided by the Owner.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

One Hundred Sixty-seven Thousand, four hundred dollars (\$167,400)

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Per Exhibit B – Hourly Rate Schedule

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

« »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	twenty	percent (20	%)
Design Development Phase	twenty	percent (20	%)
Construction Documents Phase	thirty-five	percent (35	%)
Procurement Phase	five	percent (5	%)
Construction Phase	twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

« »

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

« »

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of five thousand dollars (\$5,000) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of « » (\$ « ») shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

one percent (1%)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

1.10.2.4 The Architect shall provide a detailed cost estimate for Reimbursable Expenses as defined in subparagraph 11.8., which shall be attached and made a part of this Agreement. The cost estimate must be approved in writing by the Owner and shall be concurred with in writing by the Agency before the services are rendered. The billings for reimbursable services shall not exceed the budgeted amount without prior approval of the Owner with the concurrence of the Agency. The Agency may not concur in requests for payments which exceed the budgeted amount unless it is established that funds are available for such expenditures.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

« »

12.1 This Agreement is modified and supplemented by RD Instruction 1942-A, Guide 27, Attachment 1.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by Owner, Architect and Agency.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

« »

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[« »] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

[« »] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« »

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.
(Signatures are on the following page.)

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

OWNER:

ATTEST: _____ By _____
Type Name _____ Type Name _____
Title _____ Title _____
Date _____ Date _____

ARCHITECT:

ATTEST: _____ By _____
Type Name _____ Type Name _____
Title _____ Title _____
Date _____ Date _____

The United States of America, as potential lender or insurer of funds to defray the costs of this agreement and without liability for any payments thereunder, hereby concurs in the form, content and the execution of this agreement.

U.S. Department of Agriculture
Rural Development
Rural Housing Service

By _____
Type Name _____
Title _____



Planning Department

622 Crook Street

Custer, SD. 57730

Phone: 673-4824

Fax: 673-2411

e-mail: timh@cityofcuster.com

Staff Report

Request: Exception from the CMC Chapter 15.12 - Fire Limits
Applicant: 1881 Courthouse Museum - Gary Enright
Location: 411 Mount Rushmore Rd - Lots 1,2,3 Block 16, Custer SD
Date Prepared: September 10, 2018
Prepared by Tim Hartmann, Planning Administrator

GENERAL

Mr. Paul Nieman has inquired with the Custer City Planning Department concerning the request to place a log structure (Group B Type V) in the N/E quadrant of the Museums property at 441 Mount Rushmore Rd. The 14'x20' structure would be moved into the property to create a display toward the north east corner of the property. The building will be affixed to a foundation, not connected to city sanitary and water facilities and serve as an accessory structure to the museum. Electricity within the building is being discussed.

** Please see Mr. Enrights info documents for more information on the structure.

The main concern with the proposed structure is the requirements of Custer Municipal Code 15.12 which requires no wooden buildings be constructed within the fire limits of the City of Custer, and also all structures built within the fire limits shall contain sidewalls with a minimum 2-hour fire rating. The code does not specifically state whether separation from adjacent buildings may constitute adequate fire protection.

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.

CUSTER VOLUNTEER FIRE DEPARTMENT

Representatives of the fire department will provide feedback after review of site plan to better evaluate the structure and its proposed location.



1881
Courthouse Museum
Custer County Historical Society
P.O. Box 826
Custer, SD 57730
Phone 605-673-2443
e-mail: 1881courthousemuseum@gwtc.net

August 22, 2018

Honorable Corbin Herman
Mayor & City Council
City of Custer
622 Crook Street
Custer, South Dakota 57730

COPY

Dear Mayor Herman:

I am taking the liberty of enclosing an information packet which contains information which is under consideration by the Custer Historical Society and the 1881 Courthouse Museum. This involves a project which included the acquisition of a historic building for display on the grounds of the 1881 Courthouse Museum at 411 Mount Rushmore Road.

The Museum and Historical Society has been offered an excellent opportunity to create a display on the museum grounds which involves the history of stagecoach transportation. We have acquired one of the original log cabins on the 12-Mile Ranch and Stagecoach Stop, located southwest of Custer. This cabin is 14' X 20' in size and will set in the northeast corner of the back yard of the Museum grounds.

We will enhance the display of the historic cabin by adding our 1876 stagecoach next to it to help tell the visiting public of the history of that transportation era in Custer.

The reason for this letter is to request that the City Planning Department and the City Council itself approve the installation of this permanent historical display once we have met any regulatory requirements involving the City of Custer.

On August 22, the Custer County Board of Commissioners gave us their unanimous approval for our request to acquire, move, and relocate the log cabin on the grounds of the 1881 Courthouse Museum.

We are not requesting any funding by either the County or the City for the acquisition, moving, and reinstalling this historic building. Pending approval by the City of Custer, we plan a fund raising effort which includes applying for grants from historical organizations both in the state and nationwide.

Please share this written request with your regulatory personnel. I will be available to meet with the City Council at your request to answer any questions and to provide satisfaction that the Museum and Historical Society has met all regulatory requirements.

Thank you for your consideration.

Sincerely,

Gary J. Enright, Director

SUMMARY OF PROJECT
12-MILE RANCH & STAGECOACH STOP
Custer County, South Dakota

Preliminary Contact:

On July 12, 2018, 1881 Courthouse Museum Director Gary Enright was contacted by Bradly Boner, one of two remaining heirs to the Custer County property known as the 12-Mile Ranch and Stagecoach Stop, located on Pleasant Valley southwest of Custer, SD.

Mr. Boner informed Mr. Enright that he and his brother had decided to offer several historical photographs, documents, clothing, furniture and other paraphernalia collected by the family over the past four generations since the establishment of the ranch in 1875, to the 1881 Courthouse Museum.

Mr. Enright contacted the Museum's Display Committee members including Wanda Wheeler, Charlie Myers, Denny Hickock, and Chuck Cochran, and made arrangements to visit the ranch July 13 to assess the historical value and appropriateness of the materials. That visit involved both Bradley Boner and his brother Brian and family member (by marriage) Susan Streff.

The museum group toured the main house, looking over a portion of the items which would be donated to the Museum. They also toured the various out-buildings including the log cabins, barns, corrals and other structures which make up the historic location.

During the trip back to Custer the group discussed the material and buildings visited and the conversation led to exploring an idea of acquiring one of the older log cabins and moving it to the 1881 Courthouse Museum property and convert the interior to house the history of the founding family and the building's role in serving as a stagecoach stop during the period of 1875 to 1877 when it served passengers traveling on the Cheyenne – Custer & Deadwood Stagecoach Lines 142 years ago.

Following that discussion and consultation with members of the Custer Country Historical Society and the 1881 Courthouse Museum Operating Committee, it was decided to explore the various opportunities to enhance the museum's historical displays by including the material and possibly the appropriation of one of the historical log cabins, as a permanent display on the Museum grounds.

During the following days, Mr. Enright communicated with Bradley and Brian Boner, submitting a proposal to expand the family's original offer to include one of the log cabins. The following is a transcript of two e-mail communications between Mr. Enright and the Boner Brothers.

ADDED INFORMATION
12-MILE RANCH & STAGECOACH STOP
PROJECT

On Tuesday August 21, 2018, Mark Hartman, a member of the Custer County Commission, an associate of his who has extensive experience in moving log buildings, Gary Kuchar and Gary Enright traveled to the 12-mile Ranch and assessed the circumstances surrounding moving the log cabin to the 1881 Courthouse Museum grounds in Custer.

Mr. Hartman used the visit to generate a cost estimate and equipment necessary to complete the moving project.

On Wednesday August 22, 2018, Gary Enright, Director, presented the Custer County Commissioners with a report on the details of the proposed historical preservation project. After several questions and clarifications, the Commissioners voted unanimously to approve the acquisition of the log cabin from the owners of 12 mile ranch, and install said cabin on the grounds of the 1881 Courthouse Museum in Custer.

Also at this meeting Mr. Enright met with the City of Custer Planner and discussed City regulations relating to movement and location of buildings within the City of Custer. Mr. Enright provided materials for the City Council members.

E-Mail Communications July 17, 2018 between Gary Enright and Bradley Boner:

From: Gary Enright, Director 1881 Courthouse Museum <1881courthousemuseum@gwtc.net>
Sent: Tuesday, July 17, 2018 2:42 PM
To: bradlyjboner@hotmail.com
Subject: Idea for 12 Mile Display

Brad:

Great talking to you today. As per your recommendation, I am outlining our proposal regarding the 12-Mile Ranch display at the 1881 Courthouse Museum, in this e-mail for review by you and your brother.

The Display and Preservation Committee and the Director of the 1881 Courthouse Museum are seriously considering the idea of moving one of the cabins on the 12-Mile Ranch to Custer to be placed in a prominent location on our grounds. Our idea is that the entire cabin would then be designated as the 12-Mile Ranch Display, housing all of the materials, photographs, clothing, furniture and other historic items which will tell the story of 12-Mile Ranch.

We have made some inquiries locally and have found movers who have experience moving antique cabins and if the cabin chosen is in good enough shape, we think this would be a tremendous addition to the Museum. Since we only examined the cabin(s) briefly during our visit, we would have to do some other evaluation in order to select a cabin that would survive the move, and would be large enough to house the materials you all showed us during our visit.

I know this is somewhat of a surprise proposal, but it certainly shows the sincerity we all feel toward you and your brother's idea to display the valuable family heirlooms in a surrounding that would benefit the history that these items represent.

Please give this idea serious consideration. If you are favorable to the idea, we can go to the next step which would be to raise funds to pay for the moving expenses, and to design the location and the signage which would be necessary to properly attract visitors. I can just imagine the attention such an addition to the 1881 Courthouse Museum would have since we already have a 1876 era stagecoach which could easily be displayed right next to the cabin to enhance the interest of historians and visitors alike.

Give this some thought and we'll begin finding answers to all the questions which certainly will present themselves. Thank you for your consideration.

Gary Enright, Director
1881 Courthouse Museum
P.O. Box 826
Custer, SD 57730

PH: 605-673-2443
E-Mail

E-Mail communications from Brad Boner relative to log cabin proposal:

1881courthousemuseum@gwtc.net

From: Bradley J. Boner <bradlyjboner@hotmail.com>
Sent: Tuesday, July 17, 2018 5:14 PM
To: Gary Enright, Directo1881 Courthouse Museum
Cc: Brian Boner
Subject: Re: Idea for 12 Mile Display

Hi, Gary. Thanks for the conversation today and for outlining this proposal. I chatted briefly with Brian this afternoon, and he and I are really interested in the idea. Brian is cc'd here so he is in the loop and you have his contact information. I also chatted with Susan, who no longer has ownership in 12 Mile but is the oldest surviving heir in our family with childhood memories of the ranch, and she too was supportive. She said she also may have some heirlooms from 12 Mile in her possession that may better serve as display pieces.

I think the best option of all the structures at the ranch to move may be what Toots always referred to as, ironically, the Museum. This is the larger cabin closest to the house, and it was where Mary displayed several fossils and rocks (her brother, Mont, was a geologist) and other items, like some authentic Native American arrowheads and clothing. A lot of that was stolen from the bunkhouse in the 1950s or 60s, I believe, however we do have a small set of moccasins and an Indian child's dress that I forgot to show you when you were out the other day.

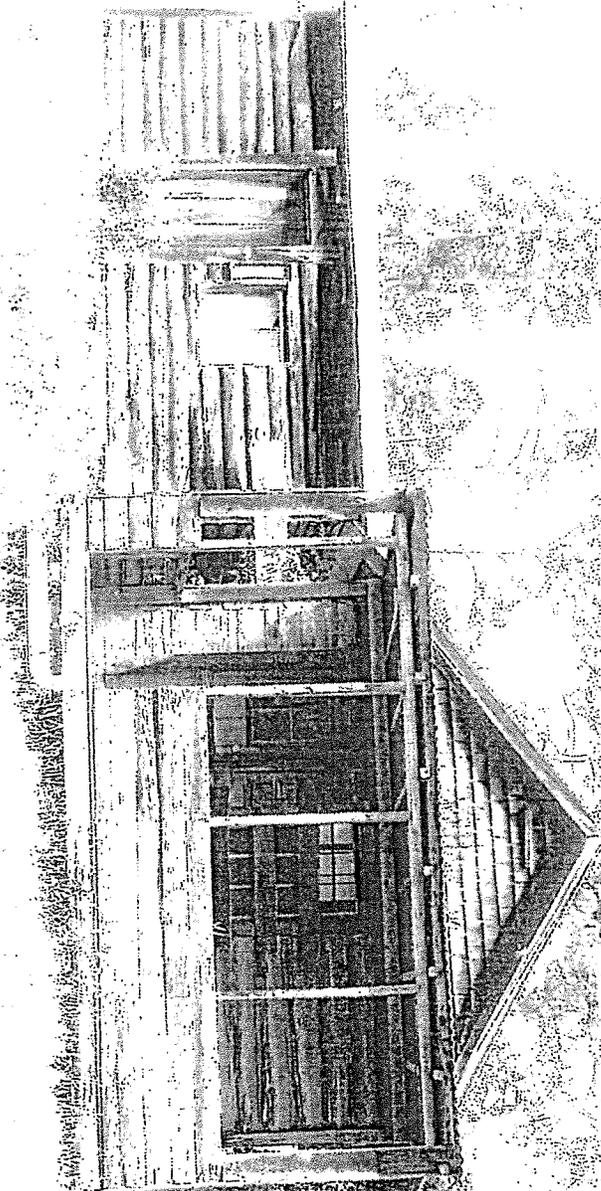
The next cabin just up the hill was called the Bunkhouse, and was a place where guests and cowboys slept during their stay (this was also where El Comancho also spent most of his time). The third cabin even further up the hill (the one we didn't go in to) was another guest cabin, I believe.

I think at this point it would be safe to say we are very interested in the proposal and it would be ok for you to start some planning. A good first step would probably be to have someone go to 12 Mile to evaluate the cabins to see which one of them, if any, is fit to move. It would also give you an idea of how much it would cost for your fundraising purposes. We have family and friends periodically staying at the ranch so please let me know if you would like to have someone go down to evaluate the cabins so I can let them know.

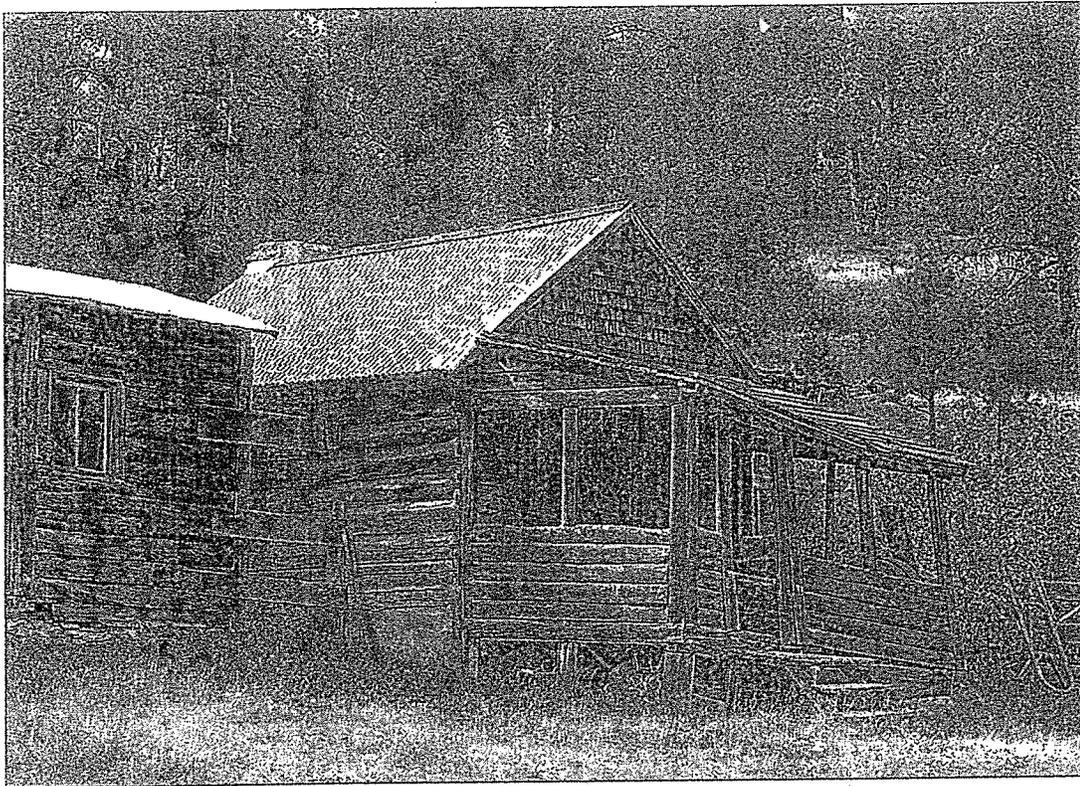
We are sincerely grateful for your interest and are excited about this prospect. It is a surprise proposal, indeed, but we're honored that you feel 12 Mile Ranch has such significant history Custer County to dedicate such effort and resources. We are proud of our heritage and would be thrilled to share it with visitors to the southern Hills.

Thanks again and I look forward to continuing this conversation.

Kind regards,
Brad



APPROXIMATE DIMENTIONS (Does not include porch
14" WIDE X 20" LENGTH or small nearby building)



Don Polovich/Journal staff

Toots Schriener said her grandmother told her that Jesse James stayed for a while in this cabin on the Schriener Ranch southwest of Custer.

Anecdotes of Hills history

The ranch where Toots Schriener lives on Pleasant Valley Road southwest of Custer has seen 124 years of Black Hills history:

➡ Joe Heumphreus (pronounced UM-frus) left his home in Missouri and rode to Texas. At 26, he joined a cattle drive to Dakota Territory, hoping to come up and mine for gold. Before the drive, he rode back to Missouri to say good-bye to his mother because he realized he would never see her again. He never did. When Heumphreus got to the Black Hills in 1876, he established a ranch southwest of Custer where his granddaughter, Toots Schriener still lives.

➡ The ranch, also known as the 12-Mile Ranch because of its distance to Custer, was one of a series of stops on the Deadwood-to-Cheyenne stagecoach line.

At one point, a man from

Missouri, a friend of Heumphreus' hired man, also from Missouri, came up and stayed for a time in a cabin up a draw near the ranch. He stayed up there at night but ate his meals at the house. After the man left, the hired man told Heumphreus the visitor's name: Jesse James. The cabin since was moved to the home place and still stands, a few yards from Schriener's house.

➡ About six miles north of the ranch, stands a sign and a plaque mounted on a large rock marking the site where Heumphreus, Bob Patterson and Charley Sager in 1884 killed the last buffalo in the Black Hills. Buffalo Rock is also near the site of the first lime kiln in the Black Hills, according to the sign.

➡ During the "Indian scare" of the late 1880s, probably related to the Ghost Dance movement among the

Lakotas, Heumphreus took his wife and two infants, Schriener's father, Ford, then 9 months old, and his sister Mary to stay at Four-Mile, closer to Custer. Heumphreus and a hired man returned to the ranch but slept in a cave rather than the house.

Years later, Heumphreus' widow, Sarah, told the story to her granddaughters.

➡ Ford and Mary attended the Pleasant Valley School three miles south of the ranch. But not only children went to school. After the fall roundup, the cowboys didn't have anything to do so they went to school, Schriener said. "Here they were with beards and moustaches."

Their dad said during recess he and the other little kids had to get under the schoolhouse porch because the cowboys would hold horse races. "They were afraid they'd get run over," Schriener said.

Famed 12-Mile Ranch is Century Ranch



The 12-Mile Ranch, established in 1878, is the first Century Ranch to be listed on a commemorative plaque which will be displayed in the 1881 Custer County Courthouse Museum. Mr. and Mrs. Ed Schreiner who now occupy the ranch were present at the Custer County Historical Society meeting at the Black Hills Electric hospitality room Nov. 13. Society president, Mrs. Robert Painter, presented the plaque.

In announcing this honor, the members of the Historical Society ask that any Custer county ranch which has been in existence for 100 years or nearly that number of years be reported to any Society member.

Founder of 12-Mile Ranch, Joe Humphreus, came to Dakota Territory in 1877 with a trail herd from Texas. He lived in turbulent Deadwood in the gold rush days. Joe built a log cabin at Tigerville in 1878 and shortly after this, he founded 12-Mile Ranch in Pleasant Valley southwest of Custer.

In 1885 Humphreus married Sarah McLaughlin, an Iowa school-teacher. She had come to the Black Hills the previous year to keep house for her father, three brothers and two step-brothers who were placer mining on French Creek near where gold was first discovered in the Black Hills.

"Gram" or "Aunt Sade," as Mrs. Humphreus was affectionately called, came to Custer from Pierre on a stage driven by Chris Jensen, father of former South Dakota Governor Leslie Jensen. The dress which she wore on the trip and the little folding rocking chair that she carried with her on the stage are prize possessions at the ranch.

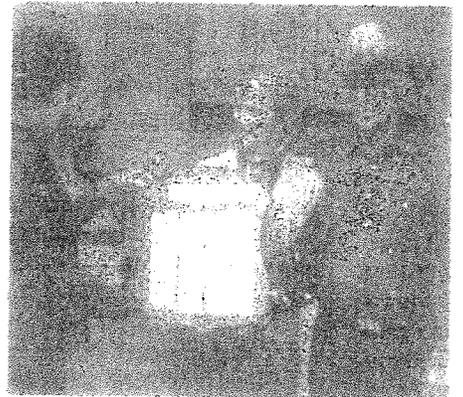
12-Mile was a stopping place for teamsters, horseback riders, and stage coaches. It was the last station on the Cheyenne-Deadwood stagecoach route before Custer. There were feed and water for the tired horses and rest for the drivers and passengers.

The ranch has had many famous visitors including Teddy Roosevelt; Seth Bullock, organizer of the Rough Riders; Johnny Owens and Jesse James.

For several summers classes of Smith College girls spent weeks in the Black Hills studying geology and headquartered at 12-Mile Ranch.

During 1934 and 1935 when flights into the stratosphere were planned and successfully completed, U.S. Air Corps Major A. W. Stevens, Captain O. A. Anderson and Captain R. P. Williams, along with Signal Corps, Engineer Corps officers and staff of the National Geographic magazine were entertained at 12-Mile Ranch.

The ranch has always been a horse and cattle ranch. During the time the Army had a mounted cavalry, the ranch had five different thoroughbred remount stallions, furnished by the Army for the purpose of raising cavalry horses. As late as 1941, horse inspections were held at 12-Mile with Army personnel



Mrs. Painter presents Toots and Ed Schreiner with Century Ranch plaque.

purchasing or rejecting horses brought in by ranchers from the Pringle, Hot Springs, Dewey, Hermosa, Custer and Newcastle, Wyo. area. The horses purchased at 12-Mile were sent to Ft. Meade near Sturgis and to Ft. Robinson in Nebraska.

The ranch was also a growing point for persons other than the Smith College girls who were interested in geology, and mineralogy. For many years it was operated as a dude ranch and attracted scientists, doctors, writers such as El Comanche, and newsmen.

The ranch is now occupied by Toots Humphreus Schriner and her husband, Ed. The ranch is still known for the breeding of fine Quarter horses and the warm western hospitality of a century ago.

It was the wish of Sadie Humphreus for all of her children to have a college education. She sewed and baked bread to sell to help with her children's education and her dreams finally came true. She and Joe had four children.

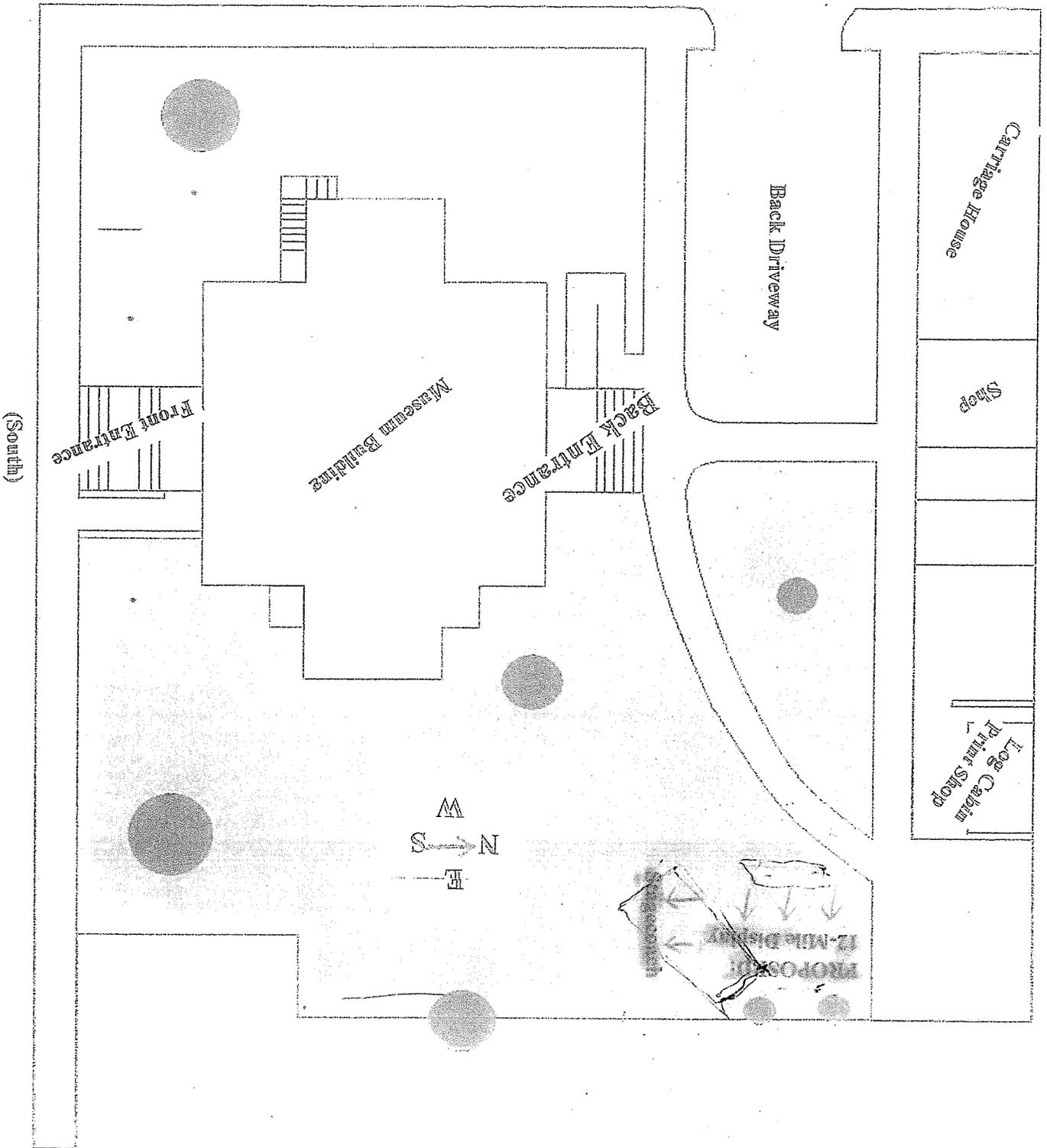
Mary, born in 1886, grew to young womanhood at 12-Mile. She was graduated from Spearfish Normal in May of 1908 and elected County Superintendent of Custer County Schools in November at the age of 21, the youngest person ever to be elected to this position in South Dakota. She lived her entire life at the ranch with the exception of three years in California where she was manager of a hotel. She spent several years in Rapid City with the Works Progress Administration but still headquartered at the ranch. She lived at 12-Mile until she died in 1958. Ford, who attended Spearfish Normal and was graduated from Valparaiso, Indiana college, was a rancher. Ford's two daughters, Pat (Mrs. Jack Richtman) and Toots (Mrs. Ed Schriner), were born and raised at 12-Mile. Pat and Jack live within a few miles of the old home place. The women are graduates of Spearfish Normal also and followed in Mary's footsteps as teachers. Mrs. Richtman taught until her marriage and Mrs. Schriner still teaches in the Custer school system.

Pat and Jack's girls, Linda Richtman Boner (Mrs. Gary) of Rapid City and Susann Richtman Barnes (Mrs. Tom) of Laramie, Wyo., spent many memorable childhood days at 12-Mile. With their families, Tony and Molly Barnes and Brian

and Brad Boner, they are still frequent visitors at the ranch.

Don, the third child of Sade and Joe Humphreus, was born in 1889. After serving in World War I in France, he moved to California where he was in the electrical business. He died in 1957.

Mont, the youngest child, was graduated from Valparaiso, Indiana college with a degree in law. Mont's interests were in mining. He was State Mining Inspector under Governor Tom Berry and Governor Leslie Jensen. He spent his entire life at 12-Mile or in the near vicinity with the exception of the time in France in World War I and three years in British Columbia. He died in 1965.



REQUEST TO BE ON AGENDA
CUSTER CITY COUNCIL MEETING

NAME: Randy Larson PHONE #: 605-350-6426

ADDRESS: 22446 401st Ave

MEETING DATE: _____

Council meets on the 1st and 3rd Monday of each month, however if such date follows on a holiday Council will meet the following day.

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

I Randy Larson would like to Utilize
103 mount Rushmore city property on Sept 27th
Sept 28th to sell produce. Sorry for the
miscommunication last time I have been selling
for a day and a half each time in Custer
this will be last time for the season

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

Proof of insurance on file at City Hall
Thanks
Randy Larson
9-13-18

Have you visited with any staff or committees regarding your request, please state who (General Government Committee, Public Works Committee, Planning Commission, Community Development Director, Public Works Director, Finance Officer):

SIGNATURE _____ DATE _____

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kelsey Service Agency Inc 421 5th St S Alpena SD 57312	CONTACT NAME: Shawn Ochsner PHONE (A/C No, Ext): 605-849-3454 E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Randy Larson 22446 401st Ave Woonsocket SD 57385	INSURER A: De Smet Farm Mutual Insurance Co of SD	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

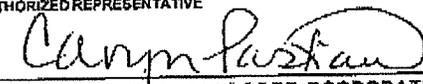
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	APPLS DBR INSD, WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Farm Ranch Liability		FO# 42602 File 16-99-37	04/27/2018	04/27/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER:
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-FR E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Randy Larson have liability coverage as a part of HO #42602 with the limits as shown above. This certificate is to verify that the liability coverage of this policy will extend to a produce stand in Custer at 103 W Mount Rushmore Rd.

RECEIVED
SEP 13 2018
CITY OF CUSTER

CERTIFICATE HOLDER City of Custer 103 W Mount Rushmore Rd Custer SD 57730	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

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RANDY LARSON
22446 401ST AVE
WOONSOCKET, SD 57385-6815

August 31, 2018

Below is your current South Dakota tax license.

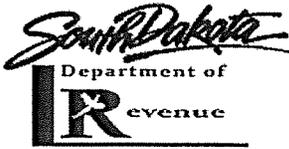
Please review this card. Please contact our department if there are any changes in ownership, names, or addresses.

If you have a Streamlined sales tax license any changes must be made through the Streamlined Registration System.

Website: <http://dor.sd.gov>
SD EPath: <http://dor.sd.gov/EPath>

Taxpayer Assistance Number: 1.800.829.9188
Email: bustax@state.sd.us

Streamlined Sales Tax Website: www.streamlinedsalestax.org



Having made proper application therefore, and upon compliance with all applicable laws and regulations of the state of South Dakota, this license is hereby issued to the below named. This license remains the property of the state of South Dakota and while in possession of the person to whom issued, entitles the licensee to transact whatever business or activity is specified on this license, until this license expires or is cancelled.

<http://dor.sd.gov>

ISSUE DATE: 08/27/2014
EXPIRATION DATE:
LICENSE NUMBER: 1000-0325-ST
LICENSE TYPE: Sales Tax

ISSUED TO:
RANDY LARSON
22446 401ST AVE
WOONSOCKET, SD 57385-6815

RANDY LARSON
22446 401ST AVE
WOONSOCKET, SD 57385-6815

A handwritten signature in black ink, appearing to read "Andy Gerlach".

Andy Gerlach
Secretary of Revenue

NON-TRANSFERABLE

REQUEST TO BE ON AGENDA

RECEIVED

CUSTER CITY COUNCIL MEETING

AUG 30 2018

CITY OF CUSTER

NAME: Randy Larson

PHONE #: 605-350-6426

ADDRESS: 224^{1/2} 401 ST AVE Woonsocket SD 57385

MEETING DATE: _____

Council meets on the 1st and 3rd Monday of each month, however if such date follows on a holiday Council will meet the following day.

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

Request to use ^{city} Liquor store Lot Every 2 weeks to sell Farm Produce. through End of September this year.

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

Have you visited with any staff or committees regarding your request, please state who (General Government Committee, Public Works Committee, Planning Commission, Community Development Director, Public Works Director, Finance Officer):

SIGNATURE Randy Larson

DATE 8-30-18

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

Approved by Council
9/4

REQUEST TO BE ON AGENDA
CUSTER CITY COUNCIL MEETING SEP 10 2018
RECEIVED
CITY OF CUSTER

NAME: Sandy Arseneault PHONE #: 605-673-4473

ADDRESS: 1645 Wildcat lane

MEETING DATE: September 17, 2018

Council meets on the 1st and 3rd Monday of each month, however if such date follows on a holiday Council will meet the following day.

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

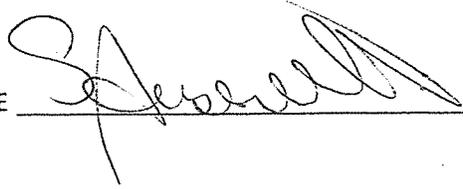
Approve Parade Route for the 2018 CHS Homecoming Parade

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

This is an Annual event for Custer School District promoting school & community spirit

Have you visited with any staff or committees regarding your request, please state who (General Government Committee, Public Works Committee, Planning Commission, Community Development Director, Public Works Director, Finance Officer):

attached is the Permit to occupy request sent 9/10/18 to the SD DOT

SIGNATURE  DATE 9/10/18

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

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPLICATION FOR PERMIT TO OCCUPY RIGHT-OF-WAY

Highway No. 16 County Custer Approximately Miles N S E W

From (City or well defined point) Section Township Range

Description of occupancy:

Parade route - Will come off Lincoln St. on to Highway 385/16 going south until you come to stop light on Mt. Rushmore Rd turn left proceed down Mt. Rushmore Rd. to Lynn's Dakota where the parade will end in the back parking lot.

Request has been sent to the City Council.

Custer Co Sheriff's office will notified need for coverage.

Purpose of occupancy:

Homecoming Parade – October 12, 2018

Duration of occupancy: PERMANENT TEMPORARY X If temporary, give the estimated

date of removal or completion::

October 12, 2018

I, the undersigned, request permission to occupy public right-of-way at the above location and as shown on the attached layout sheet. In consideration for this permission, I agree to abide by all conditions as herein stated.

1. To furnish all materials, labor, incidentals and pay all costs involved with this occupancy including restoration of any damage to the roadway and right-of-way to equal or better conditions than existed prior to the occupancy covered by this permit.
2. To provide protection to highway traffic during occupancy by the use of proper signs, barricades, flagpersons and lights as prescribed in the "Manual of Uniform Traffic Control Devices."
3. To indemnify and hold the State of South Dakota, its Department of Transportation, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of right-of-way designated in this application.

APPLICANT NAME (please print) Sandy Arseneault

SIGNATURE Sandy Arseneault

DATE 9/10/18

ADDRESS 1645 Wildcat Lane

TELEPHONE 605-673-4473

REPRESENTING Custer High School Student Council

(Name of Individual, Company, Organization, etc.)

Project (Const.) _____ Station _____ Milepost _____

Project (Maint.) _____ Maintenance Unit _____

1. Prior to commencing occupancy and at completion of occupancy the applicant shall notify _____
at _____ Telephone _____

2. Special Conditions _____

3. Failure to accomplish the occupancy in accordance with the provisions of this permit will automatically render this permit null and void and where applicable, constitute grounds for its removal and/or full restoration of the occupancy site all at the applicant's expense.

This permit to occupy the right-of-way is granted to all conditions as herein stated on this _____ day of _____, 20_____.

Region Engineer

Chief Bridge Engineer (Bridge Installations only)

Sheet 1 of 2

DOT-295
(05/07)

INSTRUCTIONS FOR DOT-295

APPLICANT:

1. Complete all items at the top of the form.
2. If the occupancy involves work within the right-of-way, prepare a separate sheet showing the work to be accomplished. The drawing should include:
 - a. Width of the highway from shoulder to shoulder
 - b. Width of the right-of-way
 - c. Details of the work to be performed by the occupancy
 - d. A North arrow
 - e. Installations on bridges must include details of the method(s) of attachment.
 - f. Any other pertinent information
3. Sign the form and submit it and any attachments to the Region Office for processing.

DEPARTMENT OF TRANSPORTATION REGION OFFICE:

1. Complete the bottom portion of the form.
2. Installations involving bridges require review/approval of the Chief Bridge Engineer. If review by the Office of Bridge Design is necessary, allow two weeks for review.
3. If the request is denied, return the request to the applicant and state the reason for denial.
4. If the request is granted, make and send copies of the permit and attachments to:
 - a. Applicant

- b. Area Engineer
 - c. Maintenance Supervisor
 - d. Chief Bridge Engineer (if applicable)
5. File the original copy in the Region Office.

NOTE: After Region Engineer (and Chief Bridge Engineer if necessary) approval, requests on Interstate Highways are to be forwarded to the Office of Right-of-Way to obtain the concurrence of the FHWA. Data will be returned to the Region Office for distribution.

RECEIVED

SEP 05 2018

CITY OF CUSTER



Green Owl Media
PO Box 6038 Custer, SD 57730
(605) 440-2400
green.owl@goldenwest.net

Social Media Services Contract for

City of Custer / Custer Cruisin'

Green Owl Media is pleased to provide the City of Custer (Custer Cruisin') with the following social media management agreement.

Through consulting, strategy and executing (in cooperation with the **City of Custer/Custer Cruisin**) **Green Owl Media & Photography** will direct the proper implementation of media channels that will further build the brand, loyal fan base and community. Platforms include: Facebook, Instagram, YouTube & CusterCruisin.com.

Monthly Fees @ \$35 per hour:

September 2018 – December 2018: 1 hour per week = \$140 per month (partial months will be prorated)

Terms: This is a 4 month agreement that executes the above outlined consulting and managed service areas. Client will be billed on a monthly basis, beginning September 10, 2018 and continuing each month through December 31, 2018. Invoices are payable upon receipt.

Should either party decide to terminate this contract, 15 days notice is requested. Both parties agree to hold each other harmless.

Client Involvement: **Green Owl Media** requests and appreciates client input! If the public needs to know GMO needs to know. Please communicate regularly to ensure that your audience is provided with timely/engaging content.

Contact **Green Owl Media** with this information as soon as possible. Keep me in the loop!

- 1) (example) provide important information, event dates/times, etc.
- 2) (example) photos/info for new merchandise, displays, etc.
- 3) (example) change in contact info

The undersigned parties have executed this Agreement thereby making it effective:

CITY OF CUSTER / CUSTER CRUISIN

GREEN OWL MEDIA/ANN MORROW

Signed: _____

Signed:  _____

Title: _____

Title: Owner/Social Media Manager

Date: _____

Date: _____

CITY OF CUSTER
HEALTH INSURANCE POLICY
2019

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

The City will pay the employee portion of the premium cost for the full-time employee. Dependent coverage and premium cost will be the responsibility of the employee.

For this plan year, the City has chosen to offer their employees a choice between two health insurance plans through Wellmark. The first plan being Wellmark Enhanced Blue 1000 PPO – Gold, which has co-pays. The second plan being Wellmark myBlue HSA Gold 2000 PPO – Gold, a health savings plan.

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

Each employee that chooses to take the health savings plan will have the \$1,000 deductible reimbursement from the City placed in the health savings account. The employees with a health saving plan will then be able to contribute to their health savings account up to the IRS maximum per year through payroll deductions.

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

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

Council approved this policy on September 17th, 2018 and authorize the Finance Officer to sign all necessary documents for the above stated insurance benefits and cafeteria plans.

RENEWING HEALTH PLAN SUMMARY

Group Name: CITY OF CUSTER

Group Number: 00606134

Renewal Effective Date: November 1, 2018

EnhancedBlueSM 1000 Traditional Copay

NETWORK
PPO

Wellmark Blue Cross and Blue Shield of South Dakota.

PPO with national care through BlueCard.

HEALTH/DRUG CODE
410 / 1H0

MONTHLY PREMIUM
\$5,298.11

DEDUCTIBLE
INDIVIDUAL / FAMILY PER YEAR
\$1,000/\$2,000

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

COST SHARE

Coinsurance:	20%
Primary Doctor:	\$25
Specialist:	\$50
ER Visits:	\$350

PHARMACY

Formulary	BlueRx Essentials SM
Deductible (Drug)	N/A
Tier 1	\$10
Tier 2	\$50
Tier 3	\$100
Preferred Specialty Drugs	\$150
Non-preferred Specialty Drugs	\$300

myBlue HDHPSM Gold 2000 High Deductible Health Plan

NETWORK
PPO

Wellmark Blue Cross and Blue Shield of South Dakota.

PPO with national care through BlueCard.

HEALTH/DRUG CODE
610 / NJM

MONTHLY PREMIUM
\$7,968.42

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

OUT-OF-POCKET MAXIMUM
INDIVIDUAL / FAMILY PER YEAR
\$2,000/\$4,000

COST SHARE

Coinsurance:	N/A
Primary Doctor:	Deductible
Specialist:	Deductible
ER Visits:	Deductible

PHARMACY

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

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

Advanced Drug Testing, Safety, \$36.00
Beesley Law Office, Professional Fees, \$2,182.50
Bierschbach Equipment and Supply, Safety, \$191.00
Black Hills Chemical, Supplies, \$131.94
Black Hills Energy, Utilities, \$14,821.48
Black Hills Power Equipment, Supplies, \$27.98
California State Disbursement, Deductions, \$53.19
Certified Laboratories, Supplies, \$192.49
Culligan, Repairs and Maintenance, \$18.50
Chamber of Commerce, Sales Tax Subsidy, \$55,098.08
Custer Ace Hardware, Repairs and Maintenance, Supplies, \$777.63
Ditch Witch of SD, Repairs and Maintenance, \$38.11
Discovery Benefits, Supplies, \$25.00
Edwards Enterprises, Cemetery Caretaker Contract, \$4,571.42
French Creek Supply, Supplies, \$555.05
Fastenal, Supplies, \$472.43
First Interstate Bank, Charges, \$62.35
Green Owl Media, Professional Fees, \$875.00
Hawkins, Supplies, \$20.00
Hills Toilet Service, Supplies, \$140.00
Hillyard, Supplies, \$81.65
Lynn's Dakotamart, Supplies, \$105.10
Mid- American Research Chemical, Supplies, \$428.25
Midcontinent Testing Labs, Professional Fees, \$623.00
Northwest Pipe Fitting, Supplies, \$80.22
Pace, Supplies, \$277.53
Power House, Supplies, \$18.62
Quality Auto Body, Repairs and Maintenance, \$600.00
Rapid Delivery, Professional Fees, \$77.64
Regional Health Network, Sales Tax Subsidy, \$86,796.17
SD State Long Distance, Utilities, \$42.38
Servall, Supplies, \$248.13
SDML, Travel and Conference, \$400.00
S & B Motors, \$37.00
The Hartford, Insurance, \$64.12
USDA Loan Payment, \$8,910.00
Rober/ Patti Jo Kehl, Utility Deposit Refund, \$30.39
Total Claims, \$179,110.35

