

All City Council Meetings are recorded.

**CITY OF CUSTER CITY
COUNCIL AGENDA
February 1st, 2016 – City Hall Council Chambers
5:30 P.M.**

1. Call to Order - Roll Call - Pledge of Allegiance
2. Approval of Agenda
3. Approval of Minutes – January 19th, 2016 Minutes and January 25th, 2016 Special Meeting Minutes
4. Declaration of Conflict of Interest
5. Public Presentations - Public Hearings
 - a. Public Hearing – Convention Center Liquor License – Custer Hospitality LLC
 - b. Custer Community Health Service Inc / Regional Health Presentation
 - c. Resolution #02-01-16A – Continuation of Financial Support to Healthcare Services
 - d. Resolution #02-01-16B – Authorizing Execution of Deeds to Assure Continuation of Healthcare Services
 - e. Resolution #02-01-16C – Null & Voiding Prior Easement
6. Old Business
 - a. Traffic Signs on North Third Street
 - b.
7. New Business
 - a. Combine Election Agreement
 - b. 2016 Recreational Services Agreement
 - c. 2016 Contract for Fire Protection Services
 - d. Bug Tree Removal Quote
 - e. Trade Show Booth
 - f. Custer Cruisin Appointment
 - g. Employee Retirement Notice
 - h.
8. Presentation of Claims –
9. Department Head Discussion
 - Public Works Director – General Discussion
 - Finance Officer – General Discussion
10. Committee Reports –
11. Executive Session – Personnel, Proposed Litigation, & Contract Negotiations (SDCL 1-25-2)
12. Adjournment

REMINDERS

Regular City Council Meeting – February 1st, 2016 5:30 P.M.

General Government Committee Meeting – February 8th, 2016 4:00 P.M.

Planning Commission Meeting – February 9th, 2016 7:00 P.M.

West Dam Task Force Meeting – February 10th, 2016 5:00 P.M.

Regular City Council Meeting – February 16th, 2016 5:30 P.M.

Park & Recreation Committee Meeting – February 17th, 2016 5:30 P.M.

Public Works Committee Meeting – February 29th, 2016 5:00 P.M.

Regular City Council Meeting – March 7th, 2016 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
January 19th, 2016**

Mayor Jared Carson called to order the second meeting of the Common Council for the month of January, 2016 at 5:30 p.m. Present at roll call were Councilpersons Maciejewski, Heinrich, Nielsen, Fischer, Herman and Schleining. City Attorney Chris Beesley was also present. The Pledge of Allegiance was stated.

AGENDA

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

MINUTES

Councilperson Schleining moved, with a second by Councilperson Nielsen, to approve the minutes from the January 4th regular council meeting and January 7th special meeting. The motion unanimously carried.

CONFLICTS OF INTEREST

No conflicts of interest were stated.

DEPARTMENT HEAD DISCUSSION

Bob Morrison, Public Works Director, briefly discussed the removal of bug trees.

Laurie Woodward, Finance Officer, mentioned that December sales tax was up 9.17% over last December while calendar year 2015 was up 6.81% over 2014.

FOURTH OF JULY REQUEST – CHAMBER OF COMMERCE

Councilperson Fischer moved to approve the Chamber of Commerce request for the Old Time Country Fourth of July Celebration which included: use of way park for July 3rd-4th, use of the Showmobile for July 3rd-4th with it being placed on Fourth Street next to Way Park, parade to be held July 4th with it starting at Eighth Street and proceeding west down Mt Rushmore Road until Second Street with the line to be on Washington Street and holding a flag-raising ceremony at the Veteran's Memorial site flag pole. Seconded by Councilperson Heinrich, the motion unanimously carried.

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

Councilperson Schleining moved to approve the Chamber of Commerce request to use Way Park on Saturday mornings from June through October, with the exception of the Fourth of July weekend, for the Farmer's Market. Seconded by Councilperson Heinrich, the motion unanimously carried.

USE OF CITY PROPERTY – GIRLS SCOUT TROOP

Councilperson Schleining moved to approve the Girls Scout Troop 71140 using the City property at 103 West Mt Rushmore Road or Way Park to sell cookies on February 12th & 13th. Seconded by Councilperson Fischer, the motion unanimously carried.

SANDER TRUCK REPLACEMENT OPTIONS

Councilperson Schleining moved to approve the purchase of a 2005 Ford F550 pickup for \$15,000 and a 2002 Freightliner Dump Truck for \$23,300, if both are still available, from Federal Surplus Property. Seconded by Councilperson Heinrich, the motion carried with Councilperson Maciejewski, Heinrich, Nielsen, Fischer, Herman and Schleining voting yes.

RADIO PURCHASE

No action taken.

JOINT USE AGREEMENT

Councilperson Heinrich moved to approve the joint use agreement with the Custer School District with minor changes to the scheduling and ground keeping sections. Seconded by Councilperson Nielsen, the motion unanimously carried.

CLAIMS

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

2015 Claims

Black Hills Power & Light, Utilities, \$5,863.35

Lawrence & Schiller, Advertising, \$3,809.89

Midcontinent Testing Labs, Professional Fees, \$114.00

Total 2015 Claims, \$9,787.24

2016 Claims

ACES, Capital Improvement Projects, \$3020.00

BH & Badlands Tourism, Advertising, \$4,726.00

Black Hills Power & Light, Utilities, \$1101.07

BH RC&D, Dues, \$100.00
Custer Ministerial Alliance, Subsidy, \$1000.00
Culligan, Repair & Maintenance, \$18.50
Chamber of Commerce, Sales Tax Subsidy, \$4358.07
Chronicle, Advertising, \$3205.00
Express Collections, Professional Fees, \$478.55
Golden West Technologies, Professional Fees, \$616.50
Hach, Supplies, \$417.46
Hawkins, Supplies, \$4782.10
Hillyard, Supplies, \$96.68
Kimball Midwest, Supplies, \$365.93
Lamonte's Auto Center, Repair & Maintenance, \$834.17
Nelson's Oil & Gas, Supplies, \$344.59
Northwest Pipe Fitting, Capital Improvement Projects, \$151.17
Petty Cash, Supplies, Travel, \$174.15
Rebel Enterprises, Advertising, \$200.00
SRF Loan Payments, \$20116.79
Sander Sanitation, Garbage Collection Contract, \$12867.44
SD Association of Code Enforcement, Dues, \$40.00
SD Building Officials Association, Dues, \$55.00
SD Dept of Natural Resources, Permits & Dues, \$1602.00
SD Division of Criminal Investigation, Safety, \$43.75
SD Governmental Finance Officer Association, Dues, \$70.00
SD Human Resource Association, Dues, \$50.00
SD Municipal League, Dues & Conference, \$1871.04
SD Municipal Street Maintenance Association, Dues, \$35.00
SD Secretary of State, Dues, \$30.00
SDML Workers Comp, Insurance, \$16053.00
SD Water & Wastewater Association, Dues, \$50.00
Simianer, Scott, Reimbursement, \$78.93
USDA Loan Payment, \$8910.00
Unemployment Insurance, \$53.37
YMCA, Membership, \$90.00
Total 2016 Claims, \$88,006.26

COMMITTEE REPORTS

Various committee reports were given.

EXECUTIVE SESSION

Councilperson Fischer moved to go into and out of executive session for personnel, proposed litigation & contract negotiations per SDCL 1-25-2(1-4) at 5:59 pm, with the Attorney, Public Works Director and Finance Officer present. Seconded by Councilperson Herman, the motion unanimously carried. Council came out of executive session at 6:15 pm, with no action taken.

INTERIM PLANNING ADMINISTRATOR

Councilperson Herman moved to approve hiring Elmer Claycomb as Temporary Part Time Interim Planning Administrator at \$25 an hour for up to 20 hours a week effective January 25, 2016. Seconded by Councilperson Fischer, the motion unanimously carried.

NEW HIRE

No action was taken.

ADJOURNMENT

With no further business, Councilperson Nielsen moved to adjourn the meeting at 6:16 p.m. Seconded by Councilperson Herman, the motion carried unanimously.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward
Finance Officer

Jared Carson
Mayor

**CITY OF CUSTER CITY
COUNCIL PROCEEDINGS- SPECIAL SESSION
January 25th, 2016**

Mayor Jared Carson called to order a special meeting of the Common Council for the month of January, 2016 at 5:00 p.m. Present at roll call were Councilpersons Maciejewski, Heinrich, Nielsen, Fischer and Schleining. The Pledge of Allegiance was stated.

CONFLICTS OF INTEREST

No conflicts of interest were stated.

NEW HIRE

Councilperson Schleining moved to hire Lance Stansbury as Inter Department Operator, contingent upon background check, effective January 25th, 2016 at Step 4, \$16.01, with Lance moving to Step 5 after completion of six month probation period and \$0.50 certification increase once certification is verified with the State. Seconded by Councilperson Fischer, the motion unanimously carried.

ADJOURNMENT

With no further business, Councilperson Nielsen moved to adjourn the meeting at 5:02 p.m. Seconded by Councilperson Maciejewski, the motion carried unanimously.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward
Finance Officer

Jared Carson
Mayor

2016 LIQUOR LICENSE RENEWALS

ESTABLISHMENT	LICENSE	AMOUNT DUE	TAXES PAID	AGREEMENT	INSURANCE	10% DUE TO CITY	VIDEO LOTTERY
CUSTER HOSPITALITY		\$ 1,200.00	YES	12/2017	PENDING		

RESOLUTION #02-01-16A

A RESOLUTION TO CONTINUE TO FINANCIALLY SUPPORT HIGH QUALITY HEALTHCARE SERVICES IN THE COMMUNITY OF CUSTER.

WHEREAS, the City of Custer has historically provided financial support to Custer Community Health Services, Incorporated to assure the availability of high quality healthcare services in the City of Custer through Resolution 10-20-03A and Resolution 7-19-10A; and

WHEREAS, Custer Community Health Services, Incorporated has for many years contracted with Regional Health Network, Incorporated to operate the hospital, clinic and long-term care facilities located in Custer; and

WHEREAS, the City of Custer has been informed that the challenges inherent in the evolving healthcare environment are having the effect of forcing consolidation among healthcare providers; and

WHEREAS, Regional Health Network, Incorporated has indicated its willingness to construct a new hospital and clinic facility within the City of Custer to replace the outdated hospital and clinic facilities which are currently in place; and

WHEREAS, Custer Community Health Services, Incorporated has determined the continuation of high quality healthcare services, including the construction of new facilities to replace the existing outdated facilities, can best be assured by merging its operations with Regional Health Network, Incorporated; and

WHEREAS, the Custer Common Council has determined that it continues to be in the best interest of the community to continue to support high quality health care services in the City of Custer following the merger of Custer Community Health Services, Incorporated into Regional Health Network, Incorporated.

NOW, THEREFORE, BE IT RESOLVED by the Custer Common Council that the City of Custer supports the merger of Custer Community Health Services, Incorporated into Regional Health Network, Incorporated; and

BE IT FURTHER RESOLVED by the Custer Common Council that the City of Custer supports the construction by Regional Health Network, Incorporated of a new hospital and clinic facility in the City of Custer to replace the existing outdated facilities; and

BE IT FURTHER RESOLVED by the Custer Common Council that the City's previous commitment of financial support to Custer Community Health Services, Incorporated by designating 75% of one penny of the sales tax with an annual maximum of \$347,000.00 shall continue following the merger of Custer Community Health Services, Incorporated into Regional Health Network, Incorporated; and

BE IT FURTHER RESOLVED by the Custer Common Council that the City of Custer shall continue its annual financial support of healthcare facilities in the City of Custer by providing Regional Health Network, Incorporated the revenue generated by 75% of one penny of sales tax with an annual maximum of \$347,000.00 until such time as the total amount of financial support provided by the City of Custer, along with any cash held by Custer Community Health Services, Incorporated at the time of its merger with Regional Health Network, Incorporated and any amounts currently held by the City of Custer and earmarked for the support of Custer Community Health Services, Incorporated shall total, but not exceed, \$4,000,000.00; and

BE IT FURTHER RESOLVED by the Custer Common Council that any amounts currently held by the City of Custer and earmarked for the support of Custer Community Health Services, Incorporated shall be paid to Regional Health Network, Incorporated upon the City being notified of the completion of the merger of Custer Community Health Services, Incorporated, and Regional Health Network, Incorporated; and

BE IT FURTHER RESOLVED by the Custer Common Council that upon the payment of the full amount of support set out in this resolution, the Custer Common Council shall consider whether to continue or discontinue its financial support for healthcare facilities in the City of Custer.

Dated this 1st day of February, 2016.

CITY OF CUSTER

Mayor Jared Carson

ATTEST:

Laurie Woodward
Finance Officer

(SEAL)

RESOLUTION #02-01-16B

A RESOLUTION TO AUTHORIZE THE MAYOR AND FINANCE OFFICER TO EXECUTE DEEDS TO ASSURE THE CONTINUATION OF HIGH QUALITY HEALTHCARE SERVICES WITHIN THE CITY OF CUSTER

WHEREAS, the City of Custer has previously transferred certain real property located within the City of Custer to Custer Community Health Services, Incorporated; and

WHEREAS, the deeds transferring the property to Custer Community Health Services, Incorporated contain a requirement for Custer Community Health Services, Incorporated to continue to use the property for health care purposes, or the property shall revert to the City of Custer; and

WHEREAS, the City of Custer has been informed that the challenges inherent in the evolving healthcare environment are having the effect of forcing consolidation among healthcare providers; and

WHEREAS, Regional Health Network, Incorporated has indicated its willingness to construct a new hospital and clinic facility within the City of Custer to replace the outdated hospital and clinic facilities which are currently in place; and

WHEREAS, Custer Community Health Services, Incorporated has determined the continuation of high quality healthcare services, including the construction of new facilities to replace the existing outdated facilities, can best be assured by merging its operations with Regional Health Network, Incorporated; and

WHEREAS, the existing deed restrictions would create uncertainty within the chain of title following the merger of Custer Community Health Services, Incorporated and Regional Health Network, Incorporated; and

WHEREAS, the execution of new deeds would alleviate the potential ambiguity within the chain of title; and

WHEREAS, the Custer Common Council has determined that it continues to be in the best interest of the community to continue to support high quality health care services in the City of Custer following the merger of Custer Community Health Services, Incorporated into Regional Health Network, Incorporated.

NOW, THEREFORE, BE IT RESOLVED by the Custer Common Council that the City of Custer supports the merger of Custer Community Health Services, Incorporated into Regional Health Network, Incorporated; and

BE IT FURTHER RESOLVED by the Custer Common Council that the Mayor and Finance Officer are authorized to execute deeds granting the full fee simple interest without restriction in the property described as

TRACT HOSPITAL R (formerly Tract Hospital), and TRACT CLINIC (both formerly a portion of Lot E and all of Lot B Revised) located in the SW1/4 of Section 24, Township 3 South, Range 4 East, B.H.M., City of Custer, Custer County, South Dakota, as shown on the Plat filed in Book 4 of Plats, Page 137.

to Custer Community Health Services, Incorporated, with the understanding that upon completion of the construction of a new hospital and clinic facility, the existing structures on these parcels will be demolished, the property returned to green space and conveyed back to the City of Custer by Regional Health Network, Inc. as successor in interest to Custer Community Health Services, Inc., with a restriction prohibiting the use of the property for healthcare facilities; and

BE IT FURTHER RESOLVED by the Custer Common Council that the Mayor and Finance Officer are authorized to execute deeds granting a fee simple interest, subject to a reversionary interest in the City of Custer City in the event the parcels are not used for healthcare purposes in the property described as

LOT F, formerly a portion of City Park, in the SW1/4 of Section 24, Township 3 South, Range 4 East, B.H.M., City of Custer, Custer County, South Dakota, as shown on the Plat filed in Book 1 of Plats, Page 155; and

TRACT NURSING HOME (formerly a portion of Lot E) located in the SW1/4 of Section 24, Township 3 South, Range 4 East, B.H.M., City of Custer City, Custer County, South Dakota, as shown on the Plat filed in Book 4 of Plats, Page 137 and Book 10 of Plats, Page 215, Excepting therefrom Tract Ambulance of Health Care Subdivision of Tract Nursing Home, as shown on the plat filed in Book 12 of Plats, Page 303; and

TRACT AMBULANCE, of Health Care Subdivision of Tract Nursing Home of Lot E located in the SW1/4 of Section 24, Township 3 South, Range 4 East B.H.M., City of Custer City, Custer County, South Dakota as shown on the Plat filed in Book 12 of Plats, Page 303,

to Custer Community Health Services, Incorporated.

Dated this 1st day of February, 2016.

CITY OF CUSTER

Mayor Jared Carson

ATTEST:

Laurie Woodward
Finance Officer

(SEAL)

RESOLUTION 02-01-16C

RESOLUTION NULL AND VOIDING PRIOR VOIDED EASEMENT

WHEREAS, the Common Council of the City of Custer City previously adopted and filed Resolution 2-20-90E, approving the easement and right-of-way, and plat of such easement and right-of-way in the following real property:

Remainder of Tract W of Clark Placer M.S. No. 506,
Section Twenty-Four (24), Township 3 South, Range 4 East of the
Black Hills Meridian, Custer County, South Dakota.

AND WHEREAS, the Common Council of the City of Custer City thereafter adopted Resolutions in June 1990 declaring the easement on surrounding properties near the above-stated property null and void; however, such a Resolution was never formally filed on the above legal description; and

WHEREAS, a Resolution null and voiding such easement was never completed, another Resolution is required to be adopted declaring Resolution 2-20-90E null and void, and to be recorded in the office of the Custer County Register of Deeds;

THEREFORE IT IS HEREBY RESOLVED by the Common Council of the City of Custer City, that this Resolution #02-01-16C is hereby adopted, declaring Resolution 2-20-90E null and void, thereby voiding any easement and right-of-way granted thereunder on the real property described hereinabove.

Dated this 1sts day of February, 2016.

Jared Carson, Mayor

ATTEST: _____
Laurie Woodward, Finance Officer

(SEAL)

COMBINED ELECTION AGREEMENT
CUSTER CITY AND CUSTER COUNTY

This agreement is entered into between Custer City, hereinafter referred to as the "City", and Custer County, hereinafter referred to as the "County", both governmental subdivisions of the State of South Dakota, for the purpose of conducting a combined election as provided under the provisions of SDCL 12-2-5, in the event an election is necessary on behalf of the City.

With the approval of the Custer County Board of Commissioners, this is an agreement to combine the 2016 City election with the State Primary Election. The Custer County Auditor's Office will conduct said election in those city wards. The City authorizes the staff of the County Auditor's Office to handle and tabulate the automated City ballots in those city wards and to forward the returns to the appropriate City Official. In the event the City utilizes paper ballots for the City's election, it shall be the responsibility of the City to tabulate the City ballots in the City wards and forward the returns to the appropriate City official.

EFFECTIVE DATE: This agreement shall become effective on the date that all parties have signed the agreement.

PURPOSE: It is the purpose of this agreement for the parties to conduct their individually required elections in one combined election. The combined election will be held on June 7th, 2016, which is the date of the regular primary election. Elections are being combined in an effort to save tax dollars on the cost of individually conducted elections and to encourage a better voter turnout.

COST SHARING: The parties to this agreement shall share the costs of the combined election as set forth herein:

Each Governmental entity shall publish and pay for its own required notices. The cost of the publication for the test of the automatic tabulating system will be the expense of the County.

The County shall lay out the ballot form from the certified form provided by the City unless paper ballots are provided by the City.

The City will provide paper ballots, if necessary, to the County. The County agrees to charge, and the City agrees to pay, for the total cost of any additional items required to conduct the election, such as ballots, ballot set-up costs, poll books, recapitulation sheets, and etc. provided by the County.

ABSENTEE BALLOTS: Absentee ballots shall be available at the Office of the County Auditor for voters in the wards of Custer City who wish to vote absentee.

CANVASSING OF THE VOTE: On the night of the election, the County shall record the unofficial canvass of the automated ballots. If the City utilizes paper ballots, the City shall record the unofficial canvass. There shall be kept a separate poll book and recapitulation sheet for each entity. The City shall be responsible for collecting their ballots, poll books, and any other miscellaneous supplies from the County Auditor as soon as possible following the election. Each entity shall perform the Official Canvass of their respective election returns.

Dated this 1st day of February, 2016 in Custer, South Dakota. _____
Jared Carson, Custer City Mayor

Dated this 1st day of February, 2016 in Custer, South Dakota. _____
Laurie Woodward, Custer City Finance Officer

(SEAL)

Dated this ____ day of _____, 2016 in Custer, South Dakota. _____
Custer County Commissioners Chairman
SDCL 9:13:37

Dated this ____ day of _____, 2016 in Custer, South Dakota. _____
Nancy Christensen, Custer County Auditor

(SEAL)

RECREATIONAL SERVICES AGREEMENT

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

PURPOSE

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

INDEPENDENT CONTRACTOR STATUS

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

DUTIES OF THE YMCA

For purposes of this agreement, the YMCA agrees to:

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

10. Submit a report of Custer YMCA finances, programs offered, participation and future outlook to the City prior to June 1 of each year;
11. Conduct participant registration for YMCA programs. All fees are to be determined solely by the YMCA;
12. Provide sponsored YMCA memberships for those who meet the qualifications of requiring financial assistance as determined by the YMCA.

DUTIES OF THE CITY

For purposes of this agreement, the City agrees to:

1. Provide the YMCA the Grace Coolidge Memorial Log Building located at 644 Crook Street for use as its center of operation;
2. Make capital improvements and repairs as are reasonably necessary. Capital improvements are agreed to mean items affixed permanently or for an extended term to the premises and normally construed as major repairs or replacement items;
3. Allow YMCA signage to be placed on the facility located at 644 Crook Street and temporary YMCA signage at any other area that YMCA programs are being administered;
4. Provide major maintenance and repair of the facility to ensure a safe environment and janitorial services;
5. Promote the YMCA as the primary recreational provider for the City;
6. Pay the sum of Twenty Two Thousand Five Hundred Dollars (\$27,500) to the YMCA on or before July 1, 2016, which is to be used by the Custer YMCA for the operation of Custer YMCA programs and activities. This sum may be adjusted annually as mutually agreed upon by the City and YMCA.

INSURANCE

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

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

COMPLIANCE

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

TERM OF AGREEMENT

The term of this Agreement is from January 1, 2016 until December 31, 2016. The Agreement will automatically renew upon the same terms and conditions, except for the payment

amount unless terminated in writing by either party. This agreement may be terminated at any time by either party with Ninety (90) days advance notice.

AMENDMENT

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

CITY OF CUSTER CITY:

ATTEST:

Mayor Jared Carson

Finance Officer

Date

(SEAL)

YMCA OF RAPID CITY:

Signature

Date

Print Name & Title

STATE OF SOUTH DAKOTA)
COUNTY OF CUSTER)

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

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

Notary:

My Commission Expires: _____

(Seal)

CONTRACT FOR FIRE PROTECTION SERVICES

This agreement is entered into this ___ day of _____,____, between the City of Custer, a South Dakota Municipal Corporation, hereinafter referred to as "City", and the Custer Volunteer Fire Department, a non-profit South Dakota corporation, hereinafter referred to as "Fire Department", having and address of 616 Crook Street, Custer, South Dakota 57730.

WHEREAS, a municipality owes a duty to its residents to provide for fire protection services within its boundaries; and

WHEREAS, the City does not possess the equipment nor staff necessary to provide such services; and

WHEREAS, the Fire Department is a volunteer, non-profit South Dakota corporation organized for the purpose of providing fire protection services; and

NOW THEREFORE, pursuant to the provisions of SDCL 34-31-4, the parties hereto stipulate and agree as follows:

1. That for as long as the Fire Department remains a volunteer, non-profit, non-governmental entity, it shall be responsible for providing fire protection services and other assistance in order to provide for public safety in the event of emergency or other disaster within the City of Custer.
2. That the Fire Department must at all times maintain adequate equipment designated for use within the municipal boundaries.
3. That the Fire Department shall at all times maintain their equipment in proper working order or have adequate provision made for substitution.
4. That the parties hereto shall form a Fire Board, the number of members of which shall be set by the Fire Board, but in any event shall not be less than four (4) who shall be selected as follows:
 - a. At least two (2) members of the Fire Department, one of whom shall be an officer of the Fire Department
 - b. At least one (1) member of the Custer City Council;
 - c. At least one person designated by the Custer City Council.
5. That the purpose of the Fire Board created hereunder is to foster regular, open communications between the City and the Fire Department, and therefore the Fire Board shall meet at least quarterly.

6. That the Fire Department shall by July 1st of each year, submit a budget, which includes actual figures for the utilities and fire pack insurance from the previous year, to the City for consideration. The purpose of which is for the City to budget for the coming years supplement to the Fire Department
7. That representatives of the Fire Department will meet each July with the General Government Committee of the Custer City Council to present and negotiate their annual budget request and at such time shall provide an accounting to the committee of the expenditure of the previous years contracted revenue from the city.
8. The Fire Department shall furnish to the City a copy of its Articles of Incorporation, By-laws and Certificate of Incorporation upon executive of this document, and agrees to promptly furnish the City with copies of any future amendments thereto.
9. The Fire Department shall also provide proof of their insurance to the City annually.
10. This Contract shall become effective January 1st, 2016 and shall remain in full force and effect for one (1) year, and shall be renewed automatically for up to ten (10) years unless terminated earlier by either party giving 180 days' notice of such termination.
11. For calendar year 2016, the City agrees to give the Fire Department \$30,500 for operations, including any and all utilities and fire pack insurance. For the year 2016 and all subsequent years subject to this contract, the City agrees to provide water and sewer services to the Fire Department at no charge.
12. In the event that the organizational structure of the Fire Department at any time changes from that of an all volunteer, non-profit, non-governmental entity, then and in that event this Contract shall be deemed to have terminated and shall be of no further force or effect.
13. The terms of this Contract may be altered or amended at any time by mutual written agreement of both parties.
14. The City and the Fire Department, by signing this Contract, evidence authority to enter into this Contract through formal action of their respective governing bodies.

City of Custer

ATTEST:

Jared Carson, Mayor

Laurie Woodward, Finance Officer

Date: _____



Grace Masonry & Concrete

Adam Boggs
 111 Crook
 Custer, SD 57730

Phone # 605-350-0772 gracemasonry@live.com

Date 1/12/2015

Estimate # 62

Name / Address
City of Custer 622 crook st custer,sd 57730

RECEIVED

JAN 26 2016

CITY OF CUSTER

P.O. #

Terms

Due Date 1/12/2015

Other

Description	Qty	Rate	Total
Bug Tree Removal in city limits		0.00	0.00
Hazzard trees Trees with potential to hit houses, roads and fences.	3	300.00	900.00
Steep ground tree remaoval	6	45.00	270.00
Standard tree removal	64	20.00	1,280.00
Mobilization Charge to move Equipment and remove wood.		1,700.00	1,700.00
Salvage of bug wood		-300.00	-300.00
Average price pre tree for removal is \$52.46			
Tax	4,000	0.02	80.00

Total

\$3,930.00

Grace Masonry & Concrete



RECEIVED

JAN 20 2016

CITY OF CUSTER

January 2016

Dear Trade Show Vendors,

It is that time of year again to gear up for the 2016 Custer Area Chamber Trade Show. This year our Trade Show will be **Saturday, March 5, from 9 a.m. to 3 p.m.**, located at Custer High School on Wildcat Lane.

We will be offering two different booth sizes; here are the booth sizes and prices: 9 X 8 without electricity at \$75 or 10 X 8 with electricity at \$85. 10 X 8 electrical spaces are very limited and only available along the walls of the gym; therefore, if you need electricity, please send your registration in right away! Electric cords are not provided with the electrical spaces, so you will need to bring your own.

As in past years, we ask that after you unload the items for your booth on Saturday morning, that you park on the **west side of the parking lot**. This leaves the front area open for visitor parking. Attached is a registration form for you to complete and return with your payment to the Chamber office no later than **February 29**, to insure a booth and/or space. All vendors will be set up in the gymnasium and all non-profits will be placed in the Commons area. Concessions will be available throughout the day in the Commons area. Please remember, we try our best to put each and every vendor where they will be visible and booths must be staffed all day.

No duct tape will be allowed, and all vendors are responsible for any and all damages. **No food or beverage in gymnasium except water**. If you have any type of food product, you may do samples only. No alcohol, pets or firearms allowed on school premises; you will be asked to leave if you have them in your possession. There will be no refunds offered after **February 29th**. If you have any questions, please feel free to call or email me. We look forward to seeing you March 5!

Sincerely,

Amber Stover
Custer Area Chamber of Commerce
PO Box 5018, Custer, SD 57730
605-673-2244
astover@custersd.com

2016 Custer Trade Show Registration Form

Sponsored by the Custer Area Chamber of Commerce

Saturday, March 5, 2016

9 a.m. – 3 p.m.

Located at Custer High School on Wildcat Lane

Two booth sizes will be offered.

Due to the addition of built-in bleachers in the gym and in order to meet fire code standards, we have adjusted the size of the booths in the center rows. Following are the two choices for booth sizes and prices:

Trade Show Booth Spaces

Booth size 9 X 8 – **No Electricitv** – Cost \$75

Booth size 10 x 8 - **With Electricity** – Cost \$85

10 X 8 booths with electricity are limited! First-come, first-served.

Each booth includes a table (2 ½ x 6') and a chair

Non-profits are free of charge – includes a table (2 ½ x 6') and a chair

Please note any special requests (e.g. extra chairs, etc.)

Exhibitor Setup Times

Friday, March 4, 4 p.m. – 6 p.m. and Saturday, March 5, 7:30 a.m. – 9 a.m.

Booths may not be set up before 4 p.m. on Friday, March 4 and need to be completed by 9 a.m. on Saturday, March 5. All clean-up on Saturday, March 5 needs to be finished by 5 p.m. Booths must be staffed the entire day and remain set up until 3 p.m.

Please have this form completed and returned with fee to the Chamber Office no later than February 29. No vendors will be allowed without prior payment.

By signing this form you acknowledge that your fees are due to the Custer Area Chamber of Commerce prior to being assigned a space for the 2016 Custer Trade Show. Spaces will not be assigned until the fees are received by the Chamber. **Cancellations after February 29 will not be refunded.**

Mail this portion of the registration form

Business Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Email: _____ Phone: _____

10 X 8 Booth with Electricity (\$85): _____ 9 X 8 Booth without Electricity (\$75): _____

Non-Profit (Free): _____ Number of spaces: _____ Number of chairs: _____

Signature REQUIRED: _____ Please print your name: _____

Type of wares you will be bringing _____

Comments:

Send form and fee to: Custer Area Chamber of Commerce, PO Box 5018, Custer, SD 57730

John Dumire
25291 Hard Scratch Lane
Custer SD, 57730

Custer City Mayor and Common Council
622 Crook Street
Custer, SD 57730

Dear Mayor Jared Carson,

This letter is my official notification to you and the City of Custer that my last day of work at the City of Custer will be February 12, 2016. On that day, I plan to retire.

A handwritten signature in black ink, appearing to read "John Dumire". The signature is written in a cursive style with a large initial "J".

John Dumire

