

All City Council Meetings are recorded.

**CITY OF CUSTER CITY
COUNCIL AGENDA
March 21st, 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 – March 7th, 2016 Minutes
4. Declaration of Conflict of Interest
5. Department Head Discussion
 - Public Works Director – General Discussion
 - Planning Administrator – General Discussion
 - Finance Officer – General Discussion
6. Public Presentations - Public Hearings
 - a. Public Hearing – Liquor License Transfer – Gold Pan
 - b. Resolution #3-21-16A – Write-Off
 - c.
7. Old Business
 - a. Robert Edwards – Custer Cruisin Volunteer for Bike Show & Use of Bike Club Logo
 - b. Bryden Drive & Alley Reconstruction Bids
 - c. Golf Course Automatic Pumping System Bids
 - d. Speed Sign Quote
 - e.
8. New Business
 - a. Cemetery Caretaker Agreement
 - b. Use Agreement - YMCA
 - c. New Hire
 - d.
 - e.
 - f.
 - g.
9. Presentation of Claims –
10. Committee Reports –
11. Executive Session – Personnel, Proposed Litigation, & Contract Negotiations (SDCL 1-25-2)
12. Adjournment

REMINDERS

Public Works Committee Meeting – March 28th, 2016 5:00 P.M.

West Dam Task Force Meeting – March 30th, 2016 5:00 P.M.

Regular City Council Meeting – April 4th, 2016 5:30 P.M.

General Government Committee Meeting – April 11th, 2016 4:00 P.M.

Planning Commission Meeting – April 12th, 2016 7:00 P.M.

Regular City Council Meeting – April 18th, 2016 5:30 P.M.

Park & Recreation Committee Meeting – April 19th, 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
March 7th, 2016**

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

AGENDA

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

MINUTES

Councilperson Nielsen moved, with a second by Councilperson Maciejewski, to approve the minutes from the February 16th regular council meeting. The motion carried with Councilperson Maciejewski, Heinrich, Nielsen, Fischer and Herman voting yes, while Councilperson Schleining abstained.

CONFLICTS OF INTEREST

Mayor Carson stated he would have a conflict with the Search & Rescue request. No other conflicts of interest were stated.

DEPARTMENT HEAD DISCUSSION

Bob Morrison, Public Works Director, briefly discussed the upcoming projects, bug trees and City Cleanup Days which will be May 6th & 7th.

Laurie Woodward, Finance Officer, mentioned that if Council has any question on the various financial reports that they were presented with, to let her know.

CLAUDE & CHRISTIE SMITH CONCERN

Claude & Christie Smith presented their concerns regarding the smoke from a neighboring business's wood stove that makes its way through their exhaust and make-up air system. Smith's were informed that the City currently does not have an ordinance that pertains to this situation.

SECOND READING – ORDINANCE #772 – WEIGHT & SIZE OF VEHICLE AND LOAD LIMITS

Councilperson Herman moved to adopt Ordinance #772, Weight & Size of Vehicle and Load Limits. Seconded by Councilperson Maciejewski, the motion carried with Councilperson Maciejewski, Heinrich, Nielsen, Fischer, Herman and Schleining voting yes.

RESOLUTION #03-07-16A – CERTIFYING A DELINQUENT ASSESSMENT

Councilperson Heinrich moved to adopt Resolution #03-07-16A, Certifying a Delinquent Assessment. Seconded by Councilperson Nielsen, the motion unanimously carried.

RESOLUTION #3-07-16A
RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CUSTER
CERTIFYING A DELINQUENT ASSESSMENT PURSUANT TO
SDCL 10-23-1.1

The City Council of the City of Custer, State of South Dakota does hereby assess and levy on and against the several lots and parcels of land described below the respective sums of money set against each lot or parcel.

This assessment is made to defray the cost of abating a nuisance as per SDCL 34A-6-29.

The owners of said described lot or parcel have been noticed by certified mail return receipt requested and have failed to pay the amount of said described abatement.

NAME OF OWNER	DESCRIPTION OF PROPERTY	AMOUNT
COLLEEN RAE HICKS	LOT 9 BLOCK 26 CUSTER, SOUTH DAKOTA PARCEL #008216	\$366.94
	TOTAL	\$366.94

The City Finance Officer is directed to file this Resolution with the Custer County Auditor's Office to certify the delinquent assessment pursuant to SDCL 10-23-1.1.

CITY OF CUSTER

S/Jared Carson, Mayor

Attest: Laurie Woodward, Finance Officer

ROBERT EDWARDS – CUSTER CRUISIN VOLUNTEER FOR BIKE SHOW & USE OF BIKE CLUB LOGO

Councilperson Schleining moved to table Robert Edward's request to be a Custer Cruisin Volunteer for the Bike Show & use of his bike club logo until such time as the Custer Cruisin Committee can be present at the Council Meeting. Seconded by Councilperson Heinrich, the motion unanimously carried.

TEMPORARY STREET CLOSURE REQUEST – RUN CRAZY HORSE MARATHON

Emily Wheeler, with Run Crazy Horse Marathon, presented her request for temporary street closure request to Council. Councilperson Fischer moved to approve the temporary street closure and permission to stop traffic for runners on the Mickelson Trail crossings of Montgomery Street, Harney Street, Crook Street, Mt Rushmore Road, Eighth Street, Seventh Street and Fourth Street on October 9th, 2016 from approximately 9 am to 11:30 am for the Run Crazy Horse Marathon. Seconded by Councilperson Herman, the motion unanimously carried.

SOUTHERN HILLS MUSIC & ARTS FESTIVAL UPDATE & REQUEST – VAN ARP

Van Arp and Kevin Teasley gave Council an update on the Southern Hills Music & Arts Festival. Councilperson Heinrich moved to approve the request to use Pageant Hill from August 25th through August 28th, which is two days longer than the original request, for the Southern Hills Music & Arts Festival. Seconded by Councilperson Fischer, the motion unanimously carried.

REQUEST TO USE HARBACH PARK – GRACE FAMILY FELLOWSHIP

Councilperson Nielsen moved to approve the request submitted by the Grace Family Fellowship for use of Harbach Park on Saturday, March 26, 2016 from 10am – 4 pm for their Easter Eggstravaganza event. Seconded by Councilperson Heinrich, the motion unanimously carried.

TEMPORARY STREET CLOSURE REQUEST – CUSTER YMCA

Councilperson Fischer moved to approve Custer YMCA's request to place crossing guards along the intersections of Sixth, Seventh, Eighth, Ninth and Tenth Street in additions to the Mickelson Trail & Montgomery Street crossing to temporarily stop traffic for the participants in the Splash & Dash event to be held July 23rd, 2016. Seconded by Councilperson Nielsen, the motion unanimously carried.

POOL MANAGEMENT CONTRACT – CUSTER YMCA

Councilperson Schleining moved to approve the 2016 pool management contract with the Custer YMCA for \$16,000, with the wording being changed so the YMCA is to mow the lawn area at the pool. Seconded by Councilperson Herman, the motion carried with Councilperson Heinrich, Nielsen, Fischer, Herman, Schleining and Maciejewski voting yes.

SEARCH & RESCUE – UTILIZATION OF CITY STAFF FOR TRAINING

Mayor Carson excused himself from his seat for this discussion & action. Councilperson Fischer moved to approve up to eight hours of city staff's time for Search & Rescue map training, during regular work hours. Seconded by Councilperson Nielsen, the motion unanimously carried.

PROGRESS EDITION AD

Councilperson Maciejewski moved to approve the placement of a half page ad in the Custer Chronicle 2016 Progress edition for \$475. Seconded by Councilperson Heinrich, the motion carried with Councilperson Nielsen, Fischer, Herman, Schleining, Maciejewski and Heinrich voting yes.

SPEED SIGN QUOTE

Councilperson Herman moved to table the speed sign quote to allow for power options to be researched. Seconded by Councilperson Nielsen, the motion unanimously carried.

CUSTER CRUISIN APPOINTMENTS

Councilperson Maciejewski moved to approve the appointment of Joe Bowden and Joe Kosma to the Custer Cruisin Committee. Seconded by Councilperson Herman, the motion unanimously carried.

ANNUAL REPORT

Councilperson Fischer moved to accept the 2015 Annual Report as present. Seconded by Councilperson Herman, the motion unanimously carried.

CLAIMS

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

1881 Courthouse Museum, Subsidy, \$7,500.00

A&B Welding, Supplies, \$98.00

Advanced Drug Testing INC, Safety, \$36.00

Aflac, Insurance, \$612.75

Beesley Law Office, Professional Fees, \$3,580.00

Black Hills Power and Light, Utilities, \$14,288.26

Butler Machinery, Supplies, \$258.76

Century Business Products, Supplies, \$140.28
Regional Health, Safety, \$18.00
Custer Do It Best, Supplies, \$38.35
Chronicle, Publishing, \$516.14
Custer Community Action Team, Subsidy, \$1,500.00
Custer Industrial, Supplies, \$60.93
Delta Dental, Insurance, \$268.30
Dakotacare, Insurance, \$10,796.89
Dakota Pump & Control, Repair & Maintenance, \$3,020.92
EFTPS, Payroll Taxes, \$15,152.28
Fastenal, Supplies, \$138.13
First Interstate Bank, Supplies, \$1,858.92
French Creek Supplies, Supplies, Repair & Maintenance, \$157.88
Julie Harley, Safety, \$90.05
Hawkins, Supplies, \$20.00
Jenner Equipment, Supplies, \$167.73
Scott Kellogg, Reimbursement, \$270.00
Kimball Midwest, Supplies, \$777.84
Lamonte's Auto Center, Repair & Maintenance, \$216.34
Michael Todd & Company Inc, Supplies, \$46.52
Nelson's Oil & Gas, Supplies, \$693.82
Petty Cash, Supplies, \$350.83
Quill, Supplies, \$225.72
Rapid Delivery, Professional Fees, \$76.50
Rebel Enterprises, Advertising, \$395.00
SD Association of Rural Water Systems, Repairs & Maintenance, Dues, \$1,525.00
SD Municipal League, Conference, \$290.00
SD Retirement System, \$6,060.14
SD Executive MGMT Finance Office, Utilities, \$16.41
SD State Treasurer, Unclaimed Property, \$37.33
Supplemental Retirement, \$320.00
USA Bluebook, Repair & Maintenance, \$454.14
Warne Chemical, Repair & Maintenance, \$106.00
WEAVE, Subsidy, \$4,000.00
Hildebrand, Lindsey, Utility refund, \$38.81
Mayor & Council, \$4,400.00
Finance Department, \$11,165.19
Public Buildings, \$2,497.60
Planning Department, \$5,454.80
Public Works Department, \$9,865.09
Street Department, \$7,069.19
Parks Department, \$8,018.26
Water Department, \$8532.80
Wastewater Department, \$2,666.37
Total Claims, \$135,888.27

COMMITTEE REPORTS

Various committee reports were given.

EXECUTIVE SESSION

Councilperson Herman moved to go into and out of executive session for personnel, proposed litigation and contract negotiations per SDCL 1-25-2(1-4) at 6:43 pm, with the Attorney, Public Works Director and Finance Officer present. Seconded by Councilperson Maciejewski, the motion unanimously carried. Council came out of executive session at 7:30 pm, with no action taken.

BRYDEN DRIVE & ALLEY RECONSTRUCTION BIDS

Councilperson Nielsen moved to table the Bryden Drive & Alley reconstruction bids. Seconded by Councilperson Schleining, the motion unanimously carried.

GOLF COURSE AUTOMATIC PUMPING SYSTEM BIDS

Councilperson Nielsen moved to table the Golf Course automatic pumping system bids. Seconded by Councilperson Schleining, the motion unanimously carried.

ADJOURNMENT

With no further business, Councilperson Nielsen moved to adjourn the meeting at 7:32 p.m. Seconded by Councilperson Maciejewski, the motion carried unanimously.

ATTEST:

CITY OF CUSTER CITY

Laurie Woodward
Finance Officer

Jared Carson
Mayor

2015 MB RENEWALS

ESTABLISHMENT	LICENSE	TAXES PAID	AGREEMENT	INSURANCE	10% DUE TO CITY	VIDEO LOTTERY
GOLD PAN PRODUCTIONS, LLC	Liquor	Yes	02/2018			

Contigent upon proof of insurance being provided.

RESOLUTION NO. 3/21/16

WHEREAS, Book 3, Supplemental, Chapter 9-22-4 of the South Dakota Codified Law states "every municipality may assign for collection any or all delinquent accounts receivable. After reasonable collection efforts, the governing body may determine that an account is non-collectible, and by formal action direct that the non-collectible amount be removed from the records and disclosed on that year's financial report. Evidence of the debt removed from the records by the formal action of the governing body shall be retained by the municipality to support possible subsequent collection of that debt."

WHEREAS, efforts have been made to collect these past due accounts receivable, and

WHEREAS, adequate time has elapsed to consider these accounts receivable delinquent and past due,

NOW THEREFORE BE IT RESOLVED that the following accounts be deemed non-collectible and removed from the records and disclosed on the 2015 Financial Report.

NAME:	ACCOUNT #:	AMOUNT:
Jan Gray Custer Motel	201170-000	\$1266.88
	TOTAL	<u>\$1266.88</u>

Signed this 21st day of March, 2016.

ATTEST:

CITY OF CUSTER

LAURIE WOODWARD
FINANCE OFFICER
(SEAL)

JARED CARSON
MAYOR

Custer Crusin' has been seeking someone to act in Kevin Cordell's place as he helped organized the Vintage Bike Show. The search had been unsuccessful

Robert Edwards came to the Custer Crusin' meeting December 11, 2015 stating he heard we were looking for someone to organize a bike show, and he was willing to do so. Scott Simianer asked Robert if he could refine his thoughts and plans for the bike show and make a list of categories to judge and bring it back to the next meeting. Robert agreed to do so and noted that Custer Crusin' would need to provide the flyers, T-shirts, trophies or plaques and prizes. No motion could be made to accept Robert's proposal as he was not on the agenda.

Robert Edwards came to the January 22, 2016 Custer Crusin' meeting with the list of motorcycle categories and the bike show itinerary that was requested from him. He also brought in the 'Brothers N Makhai' logo and requested it to be on the T-Shirts and flyers if he were to help with the bike show.

Tony scheduled a special meeting for January 29, 2016 to vote on this. There was not a quorum to take a vote, so the members present had a general discussion where Mayor Carson explained if Robert chooses to help with the bike show for Custer Crusin' he would be obligated to follow Custer Crusin's expected code of conduct and procedures, as well as, in some cases City Councils' approval. The committee would handle the advertising, marketing and certain other costs, but all these things would be done with committee member votes. As the Crusin' Committee is limited in manpower it would be Roberts responsibility to organize volunteers and judging.

Ann requested Crusin' have a 'code of conduct' policy in place for Custer Crusin' volunteers and that volunteers wear T-shirts identifying themselves as part of Custer Crusin'

February 23, 2016 the Crusin' committee reviewed the proposed code of conduct policy and asked for it to be taken to the City Attorney, Chris Beesley, for review. Robert also presented a document with his request that his club be recognized by Custer Crusin; and that the 'Brothers N Makhai' logo be on any and all promotional items.

The committee voted two to one to allow Robert Edwards as a volunteer for the Custer Crusin' Bike Show.

No official motion was made regarding the logo.

Bob Morrison

From: Leah Berg <lberg@proacesinc.com>
Sent: Monday, March 14, 2016 11:59 AM
To: Bob Morrison
Cc: Dirk Jablonski
Subject: Bryden Drive and Alley Reconstruction | Revised Pricing from Hills Materials
Attachments: Bryden and Alley Revised Bid 03-14-16.xlsx

Bob,

We received the revised pricing from Hills Materials for the Bryden Drive and Alley Reconstruction Project.

Original Bid total for both Alleys = \$196,019.37

The revised total includes both Alleys as one project, Total = \$152,777.00

The price has been reduced by \$43,242.37

The unit costs are higher on some items compared to the Montgomery Street Reconstruction Project due to the size of the project. Even when you combine the two Alleys the quantities are still low.

Now the City of Custer needs to decide if you want to proceed with the combination of both Alleys at \$152,777.00 Or to proceed to Bryden Drive ONLY at \$101,493.13. Or the Alley ONLY at \$94,526.24. The other option is to re-bid the project with both Alleys combined.

Our recommendation, if the City can afford it, would be to proceed with both Alleys and take advantage of the \$43,242.37 savings. If you re-bid the project with both Alleys the quantities are still going to be relatively low. You could wait until next year depending on the budget but you would still have the same low quantity issue at that time. An option could be to combine other projects with these two Alleys to increase quantities to bring unit costs down. One thing to note if you are thinking about waiting and combining more projects together is that there will still be higher items like mobilization and traffic control if the projects are not continuous.

After you have had a chance to review the revised pricing, give me a call or let me know your initial reaction for how the City may proceed.

If you have any questions or if there is something else we can do please do not hesitate to let me know.

Thank you,

Leah Berg

Engineer-in-Training / President



Affordably Creative Engineering Services, Inc

324 St. Joseph St, Suite 200

Rapid City, SD 57701

Fax 605-716-1144

Cell 605-545-1120

LBerg@proacesinc.com

= Denotes Reduction from Original Bid

Bid Item	Bid Description	Units	Bid Quantity	Unit Price	Bid Total
1.1	Mobilization Inclusive Both Alleys	LS	1.00	\$31,740.00	\$31,740.00
1.2	Incidental Inclusive Both Alleys	LS	1.00	\$5,523.43	\$5,523.43
1.21	Materials Testing Inclusive Both Alleys	LS	1.00	\$2,545.00	\$2,545.00
	Both Alleys Inclusive Total				\$39,808.43
3	EROSION & SEDIMENT CONTROL	LS	1.00	\$1,570.00	\$1,570.00
4	CONSTRUCTION STAKING	LS	1.00	\$3,366.00	\$3,366.00
5	TRAFFIC CONTROL	LS	1.00	\$4,005.00	\$4,005.00
6	REMOVE & RESET MAILBOX	EA	2.00	\$110.00	\$220.00
7	REMOVE & RESET SIGN	EA	1.00	\$220.00	\$220.00
8	REMOVE & SALVAGE STREET PAVEMENT	SY	85.50	\$15.70	\$1,342.35
9	GRADING	CY	180.00	\$38.00	\$6,840.00
10	SCARIFY & COMPACT SUBGRADE 8" DEPTH	SY	0.00	\$0.00	\$0.00
11	REMOVE CONCRETE DRAINAGLE PAN	SY	3.30	\$18.00	\$59.40
12	UNCLASSIFIED EXCAVATION	CY	10.00	\$23.95	\$239.50
13	ROCK EXCAVATION	CY	1.00	\$300.00	\$300.00
14	GRAVEL SURFACING	TN	14.00	\$60.00	\$840.00
15	CONSTRUCTION ENTRANCE	EA	0.00	\$0.00	\$0.00
16	UTILITY ADJUSTMENTS (2)	LS	1.00	\$365.00	\$365.00
17	TOPSOIL	CY	42.70	\$55.00	\$2,348.50
18	SEED, FERTILIZE & COVER	SY	384.70	\$4.60	\$1,769.62
19	AGGREGATE BASE COURSE (4")	TN	227.70	\$45.00	\$10,246.50
20	ASPHALT PAVEMENT 4-6" CLASS G TYPE1 PG64-22	TN	237.50	\$110.00	\$26,125.00
	Schedule A Total				\$59,856.87

103	EROSION & SEDIMENT CONTROL	LS	1.00	\$1,570.00	\$1,570.00
104	CONSTRUCTION STAKING	LS	1.00	\$3,375.00	\$3,375.00
105	TRAFFIC CONTROL	LS	1.00	\$2,200.00	\$2,200.00
106	REMOVE & RESET MAILBOX	EA	4.00	\$110.00	\$440.00
107	GRADING	CY	173.00	\$38.00	\$6,574.00
108	SCARIFY & RECOMPACT SUBGRADE 8" DEPTH	SY	0.00	\$0.00	\$0.00
109	REMOVE PORTLAND CEMENT CONCRETE 4" THICK	SF	112.00	\$2.60	\$291.20
110	REMOVE 12" CMP	LF	83.50	\$15.50	\$1,294.25
111	REMOVE 15" CMP	LF	25.50	\$15.50	\$395.25
112	UNCLASSIFIED EXCAVATION	CY	10.00	\$23.95	\$239.50
113	ROCK EXCAVATION	CY	1.00	\$300.00	\$300.00
114	GRAVEL SURFACING	TN	14.00	\$60.00	\$840.00
115	SIDEWALK	SF	32.00	\$26.50	\$848.00
116	CONSTRUCTION ENTRANCE	EA	0.00	\$0.00	\$0.00
117	TOPSOIL	CY	40.30	\$55.00	\$2,216.50
118	SEED FERTILIZE & COVER	SY	362.50	\$4.60	\$1,667.50
119	AGGREGATE BASE COURSE 4"	TN	199.10	\$45.00	\$8,959.50
120	ASPHALT PAVEMENT 4" CLASS G TYPE 1 PG64-22	TN	199.10	\$110.00	\$21,901.00
	Schedule B				\$53,111.70
	Total Bid Both Alleys				\$152,777.00



BID TABULATION

BRYDEN DRIVE AND ALLEY RECONSTRUCTION CUSTER CITY, SD

Bid Date: February 25, 201⁶~~5~~
Bid Time: 2:00 p.m. MT
Bid Location: City Hall, Custer City, SD

CONTRACTOR BIDDER	BID BOND	SCHEDULE A BRYDEN DRIVE	SCHEDULE B ALLEY
Hills Materials	Yes	\$101,496.13	\$94,530.20

DUININCK, INC.
P.O. BOX 208
PRINSBURG, MN 56281

SECTION 4
BID FORM
FOR
FURNISHING LABOR AND MATERIALS
FOR THE CONSTRUCTION OF

Automatic Pumping System

PLACE: City Finance Office @ 622 Crook St; Custer, South Dakota, 57730

DATE & TIME: February 25, 2016 at 2:00 P.M. MDT

TO: City of Custer Public Works
Custer, South Dakota

Council Members:

In compliance with your invitation for bids to furnish all necessary labor, tools, materials, and equipment to construct complete in all detail, complete and ready for use as shown on the detailed plans and specifications as prepared by Rodgers Design Group and now on file in the Office of the City Finance Officer, Custer, South Dakota, the undersigned Bidder:

- (1) A Corporation organized and existing under the laws of the State of MINNESOTA.
- (2) A Partnership consisting of _____.
- (3) An Individual trading as _____.
Of the City of _____, State of _____.

Having examined the detailed plans and specifications and contract with bond hereto attached, and being fully advised of the materials to be furnished and the work to be done in the construction of said Automatic Pumping System

DUININCK, INC., does hereby propose to furnish all necessary labor, tools, materials, and equipment and do all the work as specified to fully complete said work as shown by said plans and specifications, and as shown in said Bidder's Proposal for the Base Bid of:

BASE BID: TWO HUNDRED THIRTY FIVE THOUSAND
DOLLARS

(\$235,000⁰⁰)

BID ITEM #1 – Deposit for materials and mobilization (Watertronics)
Zero DOLLARS

(\$ 0⁰⁰)

BID ITEM #2 – Balance of Materials and installation (Watertronics)
TWO HUNDRED THIRTY FIVE THOUSAND DOLLARS

(\$ 235,000⁰⁰)

ALTERNATE #1- Delete prefabricated pump house structure by others.

Deduct Zero DOLLARS

(\$ 0⁰⁰)

ALTERNATE #2- Delete PH Control system (sulphur generator) .

Deduct ^{KD} 2 TWENTY TWO THOUSAND DOLLARS

(Deduct \$ 22,000⁰⁰)

ALTERNATE #3- Add or deduct for Rain Bird assembled pump station.

Add or Deduct TEN THOUSAND DOLLARS

(\$ 10,000⁰⁰)

ALTERNATE #4- Add or Deduct for Flowtronics assembled pump station.

Add or Deduct SIX THOUSAND DOLLARS

(Deduct \$ 6,000⁰⁰)

ALTERNATE #5- Deduct for Standard efficiency turbine motors.

Watertronics Deduct: ONE THOUSAND (\$ 1000⁰⁰) DOLLARS

Rain Bird Deduct: TWO THOUSAND (\$ 2000⁰⁰) DOLLARS

Flowtronex Deduct: ONE THOUSAND (\$ 1000⁰⁰) DOLLARS

ALTERNATE #6- Delete radio remote monitor, software and hardware.

Watertronics Deduct: FOUR THOUSAND (\$ 4000⁰⁰) DOLLARS

Rain Bird Deduct: TWO THOUSAND (\$ 2000⁰⁰) DOLLARS

Flowtronex Deduct: TWO THOUSAND (\$ 2000⁰⁰) DOLLARS

ALTERNATE #7– Deduct for Standard stainless steel box enclosure in place of self-cleaning intake screen.

Watertronics Deduct: ONE THOUSAND (\$ 1000 00) DOLLARS

Rain Bird Deduct: ONE (\$ 1 00) DOLLARS

Flowtronex Deduct: FIVE HUNDRED (\$ 500 00) DOLLARS

The Bidder's Price is based upon conditions and stipulations within the Contract Documents and shall be considered a part of this Contract as if written herein at length.

All work shall be completed in accordance with the completion date set forth in the Special Bid Conditions and Explanation of Bid Documents. Liquidated damages will be charged \$300/Day for failure to complete the project on or before the established completion date.

The contract award will be based on the lowest bid price arrived at in accordance with the Bid Schedule set forth.

The said Bidder further agrees and states that he/she has read the advertisement calling for bids, has studied the Contract Documents, is familiar with the terms and conditions stipulated therein, agrees to enter into the attached Contract, and acknowledges the receipt of the following Addenda:

Addenda No.	Dated
<u>1</u>	<u>2/18/16</u>
<u>2</u>	<u>3/3/16</u>
_____	_____

DUININCK, INC.

Name of Company
(Party of the Second Part)

KRISTOPHER DUININCK

Authorized Representative
(Please Print)

K Duinck
Authorized Signature

3/7/16
Date

VICE-PRESIDENT

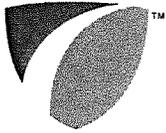
Title

Address 408 6TH ST, PRINSBURG MN 56281

Phone No. 320-978-6011



ALL TRAFFIC SOLUTIONS



A sign of the future.™

All Traffic Solutions
 Div of Intuitive Control Systems, LLC
 3100 Research Drive
 State College, PA 16801
 Phone: 814-237-9005
 Fax: 814-237-9006

Tax ID: 25-1887906

QUOTE Q-17571

DATE/TIME: 2/08/2016 11:27:16 AM
PAGE NO: 1

For Questions you can contact:

MANUFACTURER: All Traffic Solutions
 Julie Styskin
 866-366-6602 x250

Independent Sales Rep:

BILL TO:
 Custer County Sheriff's Office
 31 South 5th Street
 Custer, SD 57730

SHIP TO:
 Custer County Sheriff's Office

Attn: Rick Wheeler

PAYMENT TERMS: Net 30
CUSTOMER: 211247
CONTACT: (605) 673-8146

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000561	Shield 12 Speed Display; base unit w/ mounting bracket	1.00	\$2,995.00	\$2,995.00
4000647	App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	1.00	\$1,500.00	\$1,500.00
4000767	Base Model CREDIT, speed display; requires min 1 yr TrafficCloud Traffic Suite	1.00	(\$600.00)	(\$600.00)
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Pictures, (\$3000 Value, requires Traffic or Message Suite)	1.00	\$0.00	\$0.00
4000743	LFP Power kit, 10Ah battery (2), internal power controller, charger w/connector	1.00	\$595.00	\$595.00
4900055	Carrying Case; Sh12 softcase with storage pockets	1.00	\$125.00	\$125.00
4000641	Shipping	1.00	\$50.00	\$50.00

Special Notes:

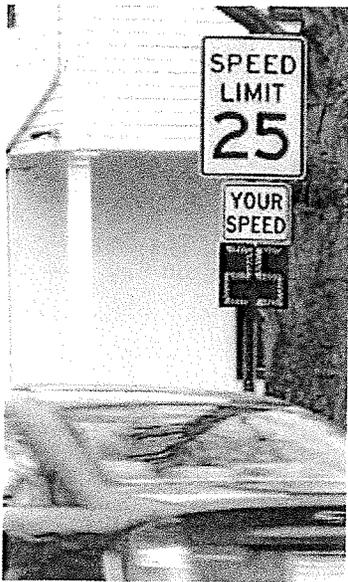
Sh12- 2 LFP batteries with charger – mount plate – “YOUR SPEED” sign – All features activated perpetually (Bluetooth – Data – Strobe and Imaging) – 1 year of web services (SmartApps) to all 6 Apps (Remote Management – Imaging – Data – Alerts, Mapping and Premier Care warranty) – shipping and training. Carrying Case.

SALES AMOUNT: \$4,665.00
SHIPPING:
TOTAL: \$4,665.00

Duration: This quote is good for 120 days from date of issue.

Shipping Notes: Unless shipping charges are specifically indicated, prices are FOB factory. Shipping charges may apply
 Taxes: Taxes are not included in quote. Please provide a tax exempt certificate or sales tax will be applied.

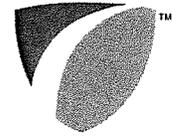
Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R



Shield Radar Speed Display

Our Shield family of Radar Speed Displays is the ideal choice when portability is paramount. These incredibly compact, lightweight signs can be mounted virtually anywhere. At only 12 lbs., including mount, the Shield 12 is the most durable, portable sign on the market. You'll get better results because you'll use it more often.

ALLTRAFFIC
SOLUTIONS



A sign of the future.™

Product highlights

EXTREME PORTABILITY

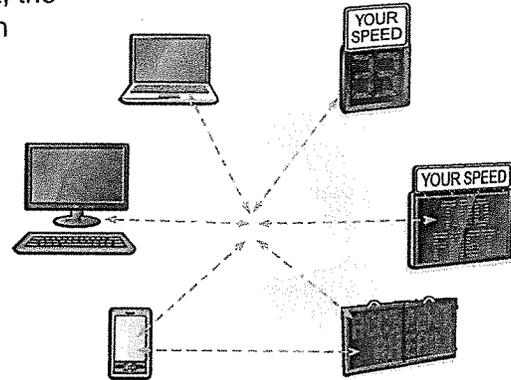
Built for ease of use, it's the lightest, most portable sign available anywhere...and it still meets the MUTCD minimum 12" digit size.

SIMPLE, UNIVERSAL MOUNTING

In less than 30 seconds, one person can mount to U-channel, square channel, round poles, trailers, and hitch mounts using the integrated mounting system.

AMAZING BATTERY LIFE

Achieve up to several weeks of run time. A dedicated compartment allows all-weather battery replacement.

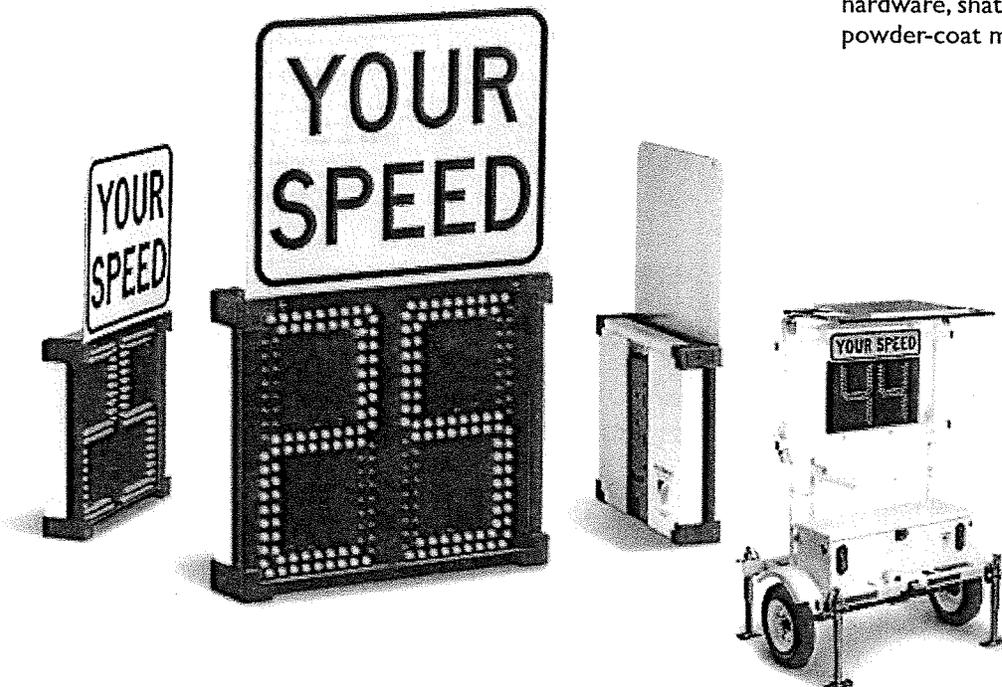


CLOUD-BASED EASE AND ACCESSIBILITY

Eliminate traffic data file management, easily sync messages across mobile devices over the internet and instantly share messages and reports with others. Our enhanced TrafficCloud features (see reverse) and always-current user interface will keep you in contact with your equipment and you'll be even more productive and effective.

DURABLE CONSTRUCTION

The welded aluminum enclosure, concealed mounting hardware, shatterproof Lexan and graffiti-resistant powder-coat make it super tough.



Product specs

Product Specs

Shield 12

Digit Size: 12" Digits (MUTCD min.)
Dimension: 13.5" H x 15.5" W x 2.6" D
Weight: 12 lbs (incl. mount)

Shield 15

Digit Size: 15" Digits (3 metric digits)
Dimension: 17" H x 24" W x 2.6" D
Weight: 18 lbs (incl. mount)
For speeds up to 55mph

Common Hardware Upgrades

Datalogging, Bluetooth, Violator Alert, Pictures, Metric

TraffiCloud™

While our best-in-class hardware will help improve your traffic flows, complimenting this equipment with our TraffiCloud helps improve your workflows. Leveraging a consistent interface across our entire product line, TraffiCloud provides a new level of awareness while reducing the amount of time needed to manage your equipment and information. In a world of increasing expectations and decreasing resources, TraffiCloud helps you achieve better outcomes in less time.

TraffiCloud™: Traffic Suite • All the features you need for effective and efficient traffic program management. Traffic Suite features can also be purchased individually.



MAPPING
Manage your entire program through an intuitive visual interface.

- Interactive map provides a window to all system information



EQUIPMENT MANAGEMENT
Stop wasting time driving to equipment to update and monitor it.

- Check status and change settings from any Internet-connected computer
- Respond immediately to changing situations



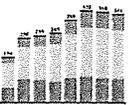
IMAGE MANAGEMENT
Achieve greater awareness, including alarms or request generated images.

- *Capture images based on speeds, tampering, time intervals or upon request
- Review, edit and act on useful images
- * Images can be used to identify vehicle make and color, but are not alpr quality.



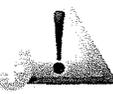
PREMIERCARE
Get a perpetual warranty, damage insurance and remote diagnostics for duration of subscription

- 50% discount on repairs and parts
- Real-time remote diagnostic monitoring



REPORTING
Save time collecting, organizing, compiling and distributing information.

- Automated, daily uploads of new data into a centralized, SAS70-certified environment
- Identify trends to allocate resources and be proactive



ALERTS
Specify when and whom you'd like notified upon occurrence of certain conditions.

- Receive email or text as events happen
- Be aware of low batteries, high speeds, tampering, congestion and more



DRIVETIMES
Sensor-free Time to Destination Technology

- Live travel times for custom routes
- Radically reduce the complexity and cost to design and maintain an advanced, dynamic message system

** TraffiCloud benefits from our patented remote reporting technology.*

Trade In. Trade Up! Receive 50 - 100% Credit

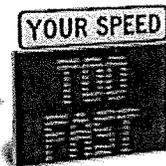
Upgrade your old, used equipment – regardless of manufacturer or condition – and get access to the latest features and a perpetual warranty on the new so you'll never have to worry again.

Offer applies to display only. Trailer and power supplies are not included.

- Extreme Portability
- Simpler Operation
- Maximum Awareness
- Cloud-Based Convenience



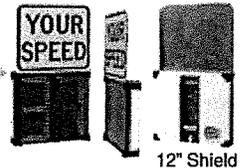
Any manufacturer's speed or message display:
50% Credit (approx.)



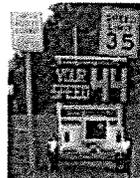
18" SpeedAlert



ATS SpeedSentry (any condition):
100% Credit for like-sized

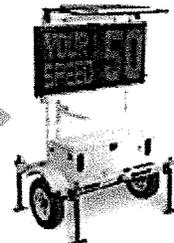


12" Shield



ATS SpeedAlert (any condition):
100% Credit for New Model!

24" SpeedAlert
Trailer not included



866-366-6602 • alltrafficsolutions.com

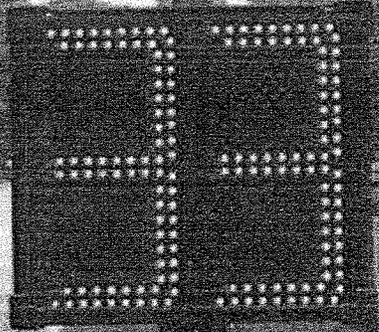
3100 Research Drive, State College, PA 16801 • fax: 814-237-9006

ALL TRAFFIC SOLUTIONS



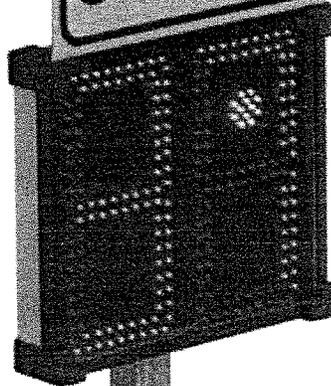
A sign of the future™

SPEED
LIMIT
30



**SPEED
LIMIT
25**

**YOUR
SPEED**



Bob Morrison

From: Zacher, Rich <Rich.Zacher@state.sd.us>
Sent: Tuesday, March 15, 2016 3:14 PM
To: Bob Morrison
Subject: FW: Radar Speed Feedback Signs
Attachments: RSFS in Selby.jpg

Bob

Here is the email I was talking about. The no flash rule below is about drivers with epilepsy.

From: Bennett, Christina
Sent: Monday, September 15, 2014 9:35 AM
To: DOT-AREA ENGINEERS; Griese, Darren; Heller, Monica; Jansen, Scott; Martell, Dan
Cc: Kinniburgh, Doug (DOT); Less, John
Subject: Radar Speed Feedback Signs

All,

It appears there are several new requests for radar speed feedback signs in communities; there is possibly another grant from the Department of Public Safety. Anyway, I wanted to pass along criteria that should be adhered to and relayed to the communities with the approval of the Permit to Occupy ROW for these. The criteria are:

- The radar speed feedback sign assembly shall be located a minimum of 300' inside the speed zone; achieving a 300' minimum distance from the state's speed limit sign. This will aid in displaying the speed zone that is pertinent to the display instead of displaying the speed prior to entering the speed zone being monitored.
- The radar speed feedback sign assembly shall include a speed limit sign mounted in conjunction with the radar speed feedback display.
- If the radar speed feedback sign assembly is located inside the clear zone, the assembly shall be mounted on breakaway supports complying with NCHRP Report 350 or MASH crashworthy criteria.
- The speed display shall not flash either vehicle speeds exceeding the speed limit or any other messages.

Attached is a photo of an assembly in Selby that currently meets the above criteria.

FYI: Notification has been sent that additional fill around the footing in the photo is needed to meet the 4" in a 60" chord criteria found on Standard Plate 634.99.

I need to inform all Area Engineers doing Permits to Occupy ROW for the Radar Speed Feedback signs along state highways through communities, that the following guidance should be adhered to, in light of an FHWA ruling against flashing displays (see email below).

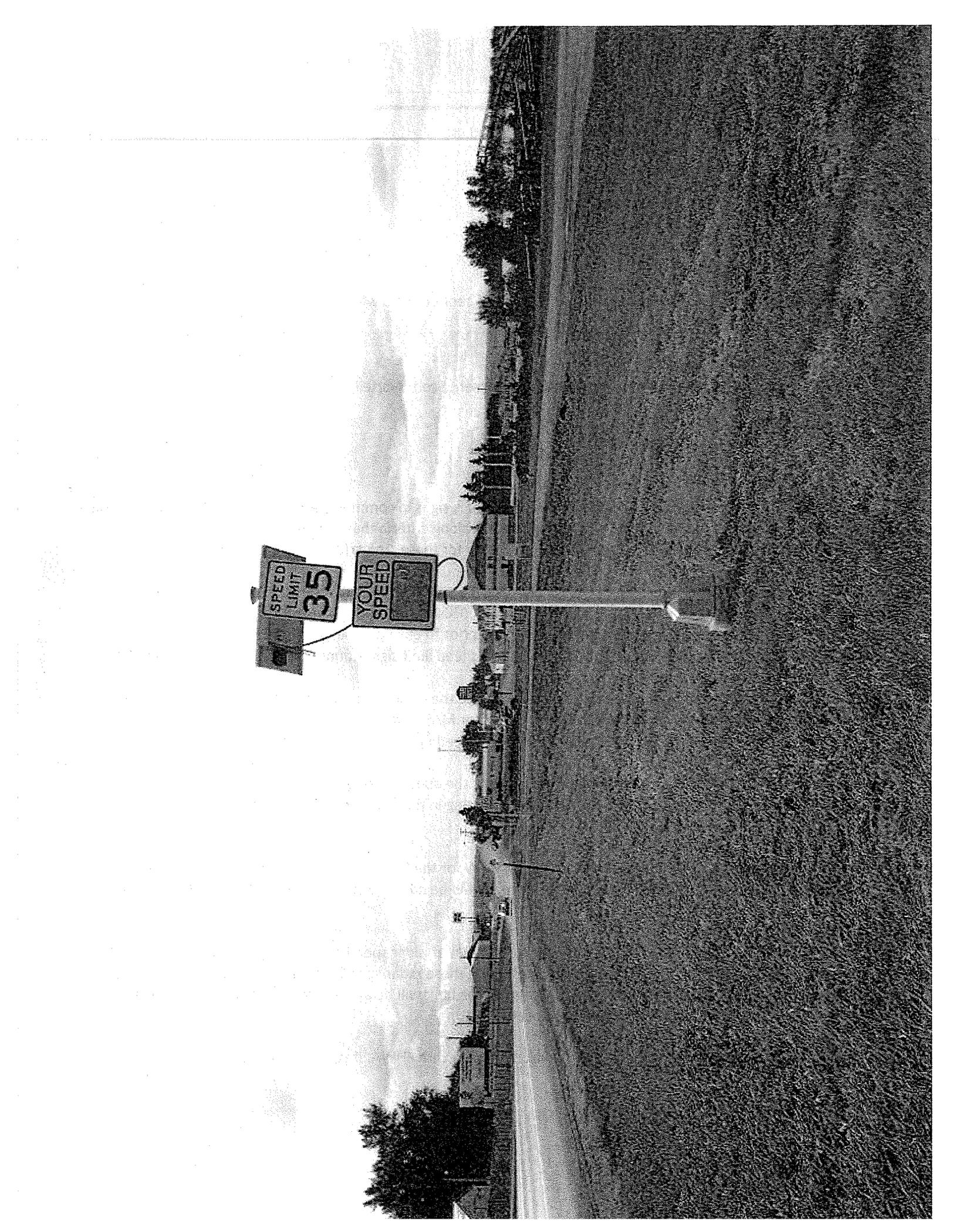
From this day forward, the SDDOT will only approve the installation of radar speed feedback signs that do NOT FLASH either vehicle speeds exceeding the limit or any other messages. Those radar speed feedback signs that are currently in place along state highways and flash vehicle speeds exceeding the limit will be allowed to remain until such time as they reach the end of their useful life or are removed or relocated.

This guidance was discussed with and approved by Sharon Johnson with FHWA. If you have any questions, please let me know.

Thank you,

SPEED
LIMIT
35

YOUR
SPEED



**CUSTER CITY CEMETERY
CARETAKING AGREEMENT**

This Agreement, made and entered into this _____ day of _____, 2016, by and between Custer City, hereinafter referred to as the City and Cheryl Hadlock, hereinafter referred to as the Contractor.

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

- A. That for the consideration of \$24,999.99 for the year 2016, payable in six monthly installments of \$4,166.67 per month, beginning April 1st, 2016. The contractor agrees to perform the following:
1. Work will commence no later than April 1st and end not earlier than September 30th of each year.
 2. Raking must be done in the spring to remove all cones, needles, dead branches and leaves, and as necessary throughout the contract period.
 3. All grave decorations (except those in permanent receptacles and shepherds hooks) will be removed ten days after Memorial Day. Decorations for Memorial Day may be placed the Friday before Memorial Day.
 4. Rake, mow, and trim the cemetery area marked in Exhibit "A" by the Thursday before Memorial Day. Weather permitting, fill all holes, tire tracks, sunken graves, and new graves with black dirt and either seed or cover with sod. Grass seed and black dirt will be provided.
 5. Keep the cemetery area marked in Exhibit "A" mowed and trimmed at all times throughout the contract period. Also remove any dead trees and tree branches whenever necessary, within the contractor's abilities.
 6. Take all precautions to not damage the trees and shrubs when mowing and power trimming.
 7. Keep grass trimmed around all curbing, trees, rocks, streets and fences, all the way to the highway, to a desired mowing height of 2.5 inches, with height not to exceed 4 inches.
 8. All possible efforts to control gophers and squirrels must be taken.
 9. All bushes must be removed that cover any headstones. All headstones must be visible and trimmed.
 10. Keep dump area trimmed and neat.
 11. Mow and trim totally on east side of cemetery, from north end of cemetery to south end, from highway to cemetery fence.
 12. Furnish all of your own equipment, fuel and repairs, and carry liability insurance, workers comp, and the City be named as additional insured. Contractor shall indemnify, defend, and hold harmless City, its officers, boards and committees, commissions, elected officials, employees, and agents, from and against all liability, damages, and penalties which they may legally be required to pay as a result of the performance or non-performance of this agreement.
 13. The lilac bushes will need to have the dead wood taken out as necessary to improve the growth.
 14. This contract issued for the period of April 1st, 2016, through September 30th, 2016.
- B. The City reserves the right to negotiate with the Contractor to do any other jobs not enumerated in this agreement that the City deems necessary to improve the looks of the Cemetery.
- C. Either party to this Contract may cancel the Contract by giving a written three week (21 days) notice of their intention to cancel and by listing their reasons for their cancellation.
- D. Both parties agree that upon receipt of the written three week (21 days) notice, that the Contract will be null and void upon the expiration of the three week (21 days) period.
- E. This contract may be renewed from year to year unless the City or Contractor has a reason to cancel.

Dated this _____ day of _____, _____.

Contractor

Custer City Mayor

Attest:

Custer City Finance Officer

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

BY THIS AGREEMENT made and entered into this 21st day of March, 2016, by and between the City of Custer City of 622 Crook Street, Custer, South Dakota, hereinafter referred to as "Owner" and the YMCA of Rapid City, 815 Kansas City Street, Rapid City, South Dakota, hereinafter referred to as "User". The Owner allows the User to use the gym at the Custer Community Center Building for a term of one (1) year, to commence April 1st, 2016 and to end on April 1st, 2017.

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

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

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

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

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

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

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

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

