

# AGENDA

**DATE/TIME: Wednesday, December 6<sup>th</sup>, 2023 at 6:00 PM**

**LOCATION: Keystone Community Center Meeting Room**

**BOARD: President Sandra McLain; Trustees: Nikki Ball, Matthew Fullilove, Casey McNulty, and Will Parks**

.....  
6:00 P.M. Call meeting to order

1. Call for changes to the agenda
2. Approval of minutes of the Regular Meeting held November 15<sup>th</sup>, 2023, and Special Meeting held November 20<sup>th</sup>, 2023
3. **Claims** – December 6<sup>th</sup>, 2023
4. **Volunteer/ Business Recognition**
  - A. David and Dottie Cofoid
5. **Public Works**
6. **Finance Officer Report**
  - A. Sales Tax
  - B. Victorian Christmas/Turkey Bingo
  - C. gWorks
  - D. Schedule end of year meeting Dec 27<sup>th</sup> 6:00 pm?
7. **City Officials**
  - A. Complaint from Perri Brown
  - B. Complaint from Dennis Bell
8. **Items from Citizens** – No action to be taken

**OLD BUSINESS:**

**NEW BUSINESS:**

- A. Ground Lease for Keystone Chamber of Commerce 2024
- B. Resolution NO. 12-06-2023 Fee for A Business License
- C. Community Center Marquee Sign
- D. Contractor Licenses
- E. Keystone Elderly Housing Commission Appointments

**EXECUTIVE SESSION** – SDCL 1-25-2.1-5 Personnel, Student, Legal, Contract Negotiation, Security

Town of Keystone  
Board of Trustees  
November 15<sup>th</sup>, 2023

The Board of Trustees met at 6:00 pm, Wednesday, November 15<sup>th</sup>, 2023, for a regularly scheduled board meeting in the Keystone Community Center meeting room. Present were President Sandra McLain, Trustees Nikki Ball, Matt Fullilove, Casey McNulty, and Will Parks. Also present was Finance Officer Samantha Epler, Public Works Supervisor Jerry Przyblyski, and Public Works Representative Devin Lorimor. Other interested citizens in attendance: Sherri Smith, Deputy Swanson, Karen Boland, Linda Skogen, Robin Pladson, Rick Smith, Susan Alumbaugh, Crystal Nemetz, Bonnie Zebroski, Robin Scott, Lynette Tyon, and Carol Walker.

6:00 pm Meeting called to order by President McLain. Pledge of allegiance was recited.

**CALL FOR CHANGES TO THE AGENDA:** Motion by Trustee Parks to add BP11-15-23 McNulty Enterprises, 702 Mohler St, emergency water repair. Second Trustee Fullilove. Trustees Ball, Fullilove, McLain, and Parks vote – aye. Trustee McNulty abstained. Motion carried.

**MINUTES:** Motion by Trustee Fullilove to approve the minutes for the regular meeting on November 1<sup>st</sup>, 2023. Seconded by Trustee Ball. Vote – all aye.

**CLAIMS:** Motion by Trustee Ball, to approve the November 15<sup>th</sup>, 2023 claims. Second by Trustee Fullilove. Trustees Ball, Fullilove, McLain, and Parks vote – aye Trustee McNulty vote - nay. Motion Carried. **General Fund:** Payroll, payroll 22, \$4849.19; IRS, payroll 22, \$1383.93; SD 811 \$3.36; Mastercard, services and supplies \$1020.76; CCB, wage assignment \$159.67; Keystone Utility, water/sewer \$132.30; Johnson Law Office, attorney fees \$285.00; Employee Reimbursement, mileage/cell \$700.86; SDRS SRP, supplemental retirement \$42.50; Mt. Rushmore Telephone, phone/internet \$555.47; SHP Holdings, publishing \$185.17; McLeods, tax forms \$29.85; NASAP, annual fees, \$39.00; SDML, annual fees \$736.88. **General Fund Total \$10123.94.** **204 FUND: 204 Fund Total \$0.00.** **211 FUND:** Town of Keystone Utility, water and sewer \$329.61; Water Tree, water \$19.00; Keystone Historical Society, reimbursement \$12785.49; Keystone Chamber, reimbursement \$26810.00; Mastercard, supplies/services \$342.97. **211 FUND Total \$27501.58.** **300 Debt Service: 300 Fund Total \$0.00.** **Water Fund:** Payroll, payroll 22 \$1762.87; IRS, payroll taxes \$535.42; Employee Reimbursement, cell phone \$82.00; SDRS SRP, supplemental retirement \$78.75; Mid Continent, testing \$300.75; DANR, environmental fees \$100.00; Mhunsaker Builder, concrete well house 6 \$3300.0; Mastercard, supplies \$550.43; Milbank Winwater, meter \$2439.58. **Water Fund Total \$9149.80.** **Sewer Fund:** Payroll, payroll 22 \$2170.41; IRS, payroll taxes \$801.21; Mt Rushmore Telephone, phone/internet \$227.82; Employee reimbursement \$74.00; Mid Continent, Testing \$472.50; US Bank, CW Loan \$7155.72; Mastercard, supplies/cell booster \$1851.02; SDRS SRP, supplemental retirement \$41.25. **Sewer Fund Total \$12793.93.**

**Volunteer/Business Recognition:** The list of Haunting Volunteer is as follows: Christie Garcia, June Tripp, Miriam Ostler, Peter Ostler, Scott Patton, Alexa Patton, Branden Stackenwalt, Riley Dierdf, Tasha Murphy, Kim Stackenwalt, Savannah Stackenwalt, Alexandria Seipert, Amber Fullilove, Lori Rongstad, Leon Rongstand, Justin Pearson & son, Carl Doaty, Lizzy Parson, Rihannah Henrikson, Jake Menken, Kyle Anderson, Sophia Anderson, Kieara Babcock, Mitch McQuay, Mike McLain, Kyler Anderson, Damon Picotte, Nicole Anderson, Carerra McLain, Izzy McLain (Dax), Henry Winkler, Sally Winkler, Wayne Winkler, Paul & Abby Inman, Caleb Badger, Adrianna Spencer, Sally Graham, Emily Doaty, Brodie Mitchell, Elijah Oupre, Anton Fisher, Aydin Hadd, Wilson Rathburn, Rich Regel, Joe Kaiser, Mike Trike, Bryan Graf, Sandi McLain, Ash Quinn, Larry Theberge, Gideon Oakes, Addy Forgey, Quinn Allen, John Bintliff, Grayson Burdis, Tyler Burdis, Austin Chase, Rhianna Clyde, Katelyn Dean, Claudia Dean, Alondra Escalante, Katie Espinoza, Lynnae Etherington, Nyah Fanelia, Kathy Farrar, Keeley Farrar, Bryson Forgey, Kelley Gardner, Chris Gollan,

Carol Gulbransen, Gavin Hand, Brittney Hanson, Katie Harper, Harmony Kester, Tegan Martinez, Morgen MacDonald, Alia Marie, Dustin Meyes, Sarah Millar, Summer Moulder, Ti Murphree, Ben Neill, Voneta Neill, John Neuroth, Michael Norman, Wendy Norman, Lily Oakes, Marilyn Oakes, Hunter Olson, Narin Olson, Jovi Rapp, Mia Rapp, Trinity Rapp, Jasmyn Remington, Eileen Roggenthen, Airika Roscamp, Scott Schulte, Taya Skogen, Aspen Songstad, Breckin Songstad, Brody Songstad, Jake Songstad, Luke Songstad, Matt Spaans, Tracy Spaans, Lyla Striegel, Mary Triplett, Sawyer Tschakert, Iris Utzman, Cassandra Wagner, Chuck Wuestewald, Memphist Young, Shi-Anne Blakeman, Costin Boyer, Keven Chase, Amber Christianson, Chris Christianson, Gerald Christianson, Ivory Christianson, Denali Dougherty, Bethany Niles, Jake Johnson, Tina Jones, Madison Ketel, Forrest McMachen, and Jesse Mutchler. Trustee McLain thanked all volunteers for their dedication, especially during the cold weather and said they did a phenomenal job.

**SHERIFFS REPORT:** Sargent Swanson reported that the hours were up due to coverage for the Haunting of Keystone but for the most part it had been quiet.

**HISTORICAL SOCIETY REPORT:** Bonnie Zebroski reported that the museum is closed and cleaned up after the Haunting. Bonnie thanked Jerry, Devin, and Joe for their work on the museum windows. Bonnie reported that the Haunting of Keystone paid 14743.11 in rent. Casey is currently working on plans for new exhibits for next year. Trustee Fullilove volunteered to do the walkthrough of the museum with Bonnie for the inspection following The Haunting of Keystone.

**KEYSTONE CHAMBER REPORT:** Robin Pladson presented her director's report and said that they have 36 new members. She would like everyone to check out the Chambers website as there have been updates and changes. Robin and Trustee McLain and their crew will be in the gym to set up for the Victorian Christmas and during that time donated items may be delivered. Vendor setup will start Friday at 3pm. Victorian Christmas will be Saturday November 18<sup>th</sup> from 8am – 2:30pm the First Congregational Church of Keystone will host concessions. Dinner will be at 5pm catered by Texas Roadhouse. Anyone wanting to bring soups, salads, desserts, or breads would be welcomed. Turkey Bingo starts after the dinner.

**KEYSTONE SENIOR CENTER REPORT:** Karen Boland reported that they have hosted bingo twice at the senior center. They had 19 people show up for the Veterans Day dinner. They had 13 people show up for the Lefsa cooking class. Karen said the Senior Center will form a nominating committee and hold elections for their board in January.

**PUBLIC WORKS REPORT:** Jerry reported that the Public Works continued water shut offs. They are redoing the restroom floors on Swanzey St. Rural Water came out to camera wells and do draw downs. They patched potholes on Cemetery Rd. They met with Jim from Winwater about meters and Mike from Rural Water about wells. Jerry asked Trustee Fullilove if he could talk to Travis about cleaning the inside of wells. Jerry talked to Marty about building on well 6 and talked about the siding. Jerry talked to Cody about when he was going to start logging in the park. They put a cell phone booster in at the sewer plant. They met with the engineer about upsizing the sewer pipe going out of town. Dustin has started replacing the lights at the museum with LED lights. Jerry and Devin presented the graphs on precipitation and the wells gallons per minute from 2019 – 2023 and showed the video of the wells that they had cameraed. Trustee Fullilove stated that he did not think the town was running out of water and questioned why Jerry was so concerned and what his endgame was. Jerry said there had been studies that parts of the Black Hills may run out of water by 2035. Jerry just wants a plan in place and be ahead of the game if that happens.

**FINANCE OFFICER REPORT:** The Finance Officer provided her financial reports. She requested that Joe Forgey get a 50 cent raise for completion of Wastewater Class 1 exam. Motion by Trustee Fullilove to approve the raise. Second by Trustee McNulty. Vote – all aye. Trustee McNulty questioned the Finance Officer over budget line 300-36100 Interest earned she responded it was due to the increased interest over what was budgeted. Trustee McNulty asked it was from the SD FIT account and the Finance Officer

said it was. Trustee Parks asked about budget line 101-419-42900 Other Current Expenses as it was a negative of 84,117.34. The Finance Office responded that it was over budget mostly due to the museum roof repair. The Finance Officer asked the board if they would like to have a Christmas Party this year and they said yes. Trustee McNulty directed her to contact K Bar S for scheduling.

**CITY OFFICIALS:** Trustee McLain presented the availability of South Dakota's Volkswagen Electric Vehicle Charging Station Rebate Program. Trustee Ball – none. Trustee McNulty reported that he and the town employees met with Interstate Engineering regarding building permits and floodplain permitting. Interstate Engineering is reviewing the town's building permit to see if there are any updates needed. The sewer line was also discussed as it needs to be enlarged as it runs full during the summer at the lift station. Trustee McNulty stated that the town's employees were well informed and engaged. Trustee Parks – none. Trustee Fullilove – none. Trustee McLain said employee evaluations will be given Monday November 20<sup>th</sup> at 8am.

**ITEMS FROM CITIZENS:** Sherri Smith was displeased with the yellow paint that was used at the intersection of Cole & Madill St and would like it removed or repainted to the appropriate yellow. Jerry said he would get it repainted.

**OLD BUSINESS:**

**RETAIL ON – OFF SALE WINE AND CIDER RENEWAL:** Motion by Trustee McNulty to approve B & K USA INC (One Stop Convenience Shop) for Retail (on-off) sale Wine and Cider. Second by Trustee Ball. Vote – all aye.

**NEW BUSINESS:**

**SECOND READING:** Ordinance Chapter 95 – Regulation of Burning slash piles in Keystone. Motion by Trustee Fullilove to approve. Second by Trustee Ball. Vote – all aye.

**AN ORDINANCE OF THE TOWN OF KEYSTONE ORDINANCES TO ADD A NEW CHAPTER 95 THERETO TO REGULATE BURNING OF SLASH PILES WITHIN THE TOWN OF KEYSTONE**

**BE IT ORDAINED BY THE BOARD OF TRUSTEES THAT THE TOWN OF KEYSTONE HEREBY ADDS A NEW CHAPTER 95 OF THE TOWN OF KEYSTONE ORDINANCES TO REGULATE BURNING OF SLASH PILES WITHIN THE JURISDICTION OF TOWN OF KEYSTONE.**

**DEFINITIONS:**

**§ 95.00**

- A. **Slash:** The accumulation of vegetative materials such as tops, limbs, branches, brush, and miscellaneous residue resulting from forest management activities such as thinning, pruning, timber harvesting, and wildfire hazard mitigation.
- B. **Small Slash Pile:** A small slash pile is a brush pile constructed by hand, no larger than 5 feet in height and 6 foot in diameter.

C. **Larger Slash Piles:** After the effective date of this ordinance a special permit can be obtained for slash piles that exceed the height and diameter limitations described under paragraph B above so long as the same is approved by the Battle Creek Fire Department.

**MATERIALS ALLOWED IN PILES:**

§ 95.01 Materials allowed in slash piles include limbs, treetops, brush, grass, and miscellaneous materials recently cut in the area.

**PERMIT REQUIRED BEFORE BURNING SLASH PILE:**

§ 95.02 (A.) The burning of a slash pile within the jurisdiction of the Town of Keystone by a person or a group of persons is prohibited unless a permit to do so is first obtained from the Battle Creek Fire Department upon such forms as are provided from the Battle Creek Fire Department.

(B.) Every applicant for a permit shall provide verification that the applicant has viewed the Slash Pile Burning Instruction Video referenced in the application before the application will be approved.

(C.) Every applicant shall sign a waiver of liability and indemnity agreement holding the Town of Keystone and the Battle Creek Fire Department harmless from any liability resulting from the intentional or negligent act of the applicant and the person the applicant has designated as the person whom will be involved in the burning process.

**REGULATIONS GOVERNING SLASH PILES**

§ 95.03 Burning of a slash pile is not permitted during periods of high winds, low humidity or drying conditions are forecasted to develop after starting. Permits are only valid when there is continuous snow cover with the depth of snow being at least 2 inches and the Fire Index danger category is Moderate or Low. Fire danger in the High, Very High, and Extreme categories shall suspend the permit until the Fire Index danger returns to Moderate or Low for three (3) days. The Permittee shall be responsible for checking the Fire Index for the day of the slash burn using the website set forth in the permit.

§ 95.04 Burning of slash piles shall not be conducted within 50 feet of any structure or combustible material. Conditions that could cause the fire to spread shall be eliminated prior to ignition.

§ 95.05 Burning of slash piles shall not be left unattended while there is a visible flame. The slash piles shall be monitored until all embers are completely extinguished and cold.

§ 95.06 A minimum of one portable fire extinguisher with a minimum 4-A rating or other approved on-site fire-extinguishing equipment, such as dirt, sand, water-barrel, garden hose or water truck shall be available for immediate utilization.

§ 95.07 Burning of rubbish or garbage is strictly prohibited

**PENALTY FOR VIOLATION:**

§ 95.99 A violation of this Chapter subject the person who violates any provision of the Chapter to a fine of \$500.00 for each day of violation. In addition, any person who violates this section is liable for civil damages for all injuries caused by the fire.

**EFFECTIVE DATE OF THIS CHAPTER:**

§ 95.100 In accordance with SDCL § 9-19-13, it is necessary for the immediate public health, welfare and safety, that this Chapter 95 of the Town of Keystone Ordinances shall become effective upon its passage and publication.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

THE BOARD OF TRUSTEES

By: \_\_\_\_\_  
Its: President

ATTEST:

\_\_\_\_\_  
Finance Officer  
  
First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Date Published: \_\_\_\_\_  
Effective Date: \_\_\_\_\_

PROPERTY SURVEY FOR ROY ST WELL: Motion by Trustee Fullilove to get an estimate from Interstate Engineering to survey the Roy St Well Property. Second by Trustee Parks. Vote – all aye.

FEE WAIVER REQUEST FOR THE CHRISTMAS ORNAMENT EXCHANGE ON DECEMBER 10<sup>TH</sup>, 2023: Motion by Trustee McNulty to waive the fee. Second by Trustee Fullilove. Vote – all aye.

CONTRACTOR LICENSE: Dennis Turman, ANCO. Motion by Trustee Fullilove to approve. Second by Trustee Parks. Vote – all aye.

Meeting adjourned at 7:17 PM

Town of Keystone, Board of Trustees  
By \_\_\_\_\_  
Sandra McLain, President

ATTEST:  
  
\_\_\_\_\_  
Samantha Epler, Finance Officer  
(SEAL)

Town of Keystone  
Board of Trustees  
November 20, 2023

The Board of Trustees met at 8:00 am, Monday, November 20, 2023, for a Special board meeting in the Keystone Community Center meeting room. Present were President Sandra McLain, Trustees Nikki Ball, Matt Fullilove, and Will Parks. Trustee McNulty was not present. Also present were Finance Officer Samantha Epler, and Public Works Supervisor Jerry Przybylski. Other interested citizens in attendance: Devin Lorimor, Candace Lorimor, Joe Forgey, Deb Lervaag, Karen Boland, and Linda Skogen.

8:00 am Meeting Called to order. The purpose of the meeting was for employee evaluations.

Motion by Trustee Fullilove to go into executive session for personnel SDCL 1-25-5.1. Second by Trustee Parks. Vote – all aye. Entered Executive Session at 8:05 am. Motion by Trustee Fullilove to come out of Executive Session. Second by Trustee Ball. Vote – all aye. Exited executive session at 10:10 am. The action taken was employee evaluations.

Trustee McLain stated the reason there were items from citizens on the agenda for the special meeting was it being requested by Susan Alumbaugh. Trustee McLain stated that we could listen to the issue, but the Senior Centers business was not the town's business, and no action can be taken by the board. Linda Skogen made the board aware of an issue at the senior center concerning access. Linda stated that due to some items going missing and resignations from the board they changed the code on the door. Linda said their board met, they had a quorum of three and it was decided that only the two maintenance workers and Linda and Karen would have the code. Linda stated that they told the Senior Center members to give them a schedule of any events they were hosting and one of them would come to let them in the building. Trustee Parks asked if they had a security access policy. They did not. Trustee Parks suggested that they add security access to the bylaws to avoid future conflict when there are changes to board members. Trustee McLain called Susan to see if she was coming to the meeting and she responded she was not.

Meeting adjourned at 10:25 AM

Town of Keystone, Board of Trustees

By \_\_\_\_\_  
Sandra McLain, President

ATTEST:

\_\_\_\_\_  
Samantha Epler, Finance Officer  
(SEAL)

**CLAIMS REPORT 12/06/2023**

VENDOR REFERENCE AMOUNT CHECK # CHECK DATE

**GENERAL FUND**

Payroll	Payroll 23/24	\$ 9,368.30	DD	
IRS	Payroll taxes	\$ 2,596.14	SS payroll	
SDRS SRP	supplemental retirement	\$ 85.00	SS payroll	
Joe Forgey	reimbursement garn payment	\$ 159.67	937	
Mastercard	supplies/parts/repairs	\$ 2,141.76	936	
Aflac	supplemental insurance	\$ 38.76	940	
Coast to Coast	Library magnets/pencils	\$ 1,266.00	check	
Windstream	long distance	\$ 12.08	check	
Delta Dental	dental insurance	\$ 217.90	938	
Napa Auto Parts	PCV Valve	\$ 18.98	check	
Interstate Engineering	Engineer Coordination	\$ 607.50	check	
Century Business Products	Rental	\$ 43.73	check	
Johnson Law Office	professional services	\$ 313.50		
HPSD	health insurance	\$ 2,845.84	939	
Envisionware	software	\$ 391.85	check	
SD Dot	sand	\$ 135.00	check	
Carquest	Rotors/break pads	\$ 485.38	check	
SD Finance Officers Association	Annual Dues	\$ 40.00	check	
SD Human Resource Association	Annual Dues	\$ 25.00	check	
Krulls Market	Turkeys/Ham	\$ 279.82	check	
BH Energy	electric	\$ 2,845.36	941	
SDRS	retirement	\$ 1,410.50	SS payroll	
Runnings	Planer Knives	\$ 100.97	check	
First Interstate Bank	ACH fees	\$ 61.25	BTE	
		<b>\$ 25,490.29</b>		

**204 Parking Fund**

		\$ -		
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**211 BBB**

Mastercard	supplies	\$ 525.68	936	
Amick Sound	fire alarm monitoring	\$ 20.00	check	
		<b>\$ 545.68</b>		

**300 Debt Service**

AE2S	Sediment Removal Project	\$ 8,527.50	943	
		<b>\$ 8,527.50</b>		

**WATER**

Payroll	Payrolls 23/24	\$ 3,418.36	DD	
Aflac	supplemental insurance	\$ 76.08	940	
IRS	payroll taxes	\$ 1,033.20	ss payroll	
Delta Dental	dental insurance	\$ 59.60	938	
HPSD	health insurance	\$ 1,138.33	939	
BH Energy	electric	\$ 1,424.48	941	
Mastercard	shipping back meter	\$ 113.74	936	
MDR Consulting	laptop setup	\$ 195.00	check	
Interstate Engineering	Well, Pump House & Water Main	\$ 7,757.06	check	
SDRS	retirement	\$ 553.72	ss payroll	
SDRS SRP	supplemental retirement	\$ 157.50	ss payroll	



**\$ 15,927.07**

**SEWER**

Payroll	Payrolls 23/24	\$ 5,577.13	DD	
Delta Dental	dental insurance	\$ 128.50	938	
HPSD	health insurance	\$ 2,292.28	939	
Mastercard	supplies	\$ 880.00	936	
USDA Forest Service	Sewage Transmission Line Permi	\$ 175.18	check	
USA Bluebook	supplies	\$ 119.24	check	
SDWWA	Membership Dues	\$ 10.00	check	
BH Energy	electric	\$ 5,976.92	941	
IRS	payroll taxes	\$ 2,040.43	ss payroll	
Nelson's Oil & Gas	Propane	\$ 244.14	check	
SDRS	retirement	\$ 1,017.68	ss payroll	
Aflac	supplemental insurance	\$ 170.56	940	
SDRS SRP	supplemental retirement	\$ 82.50	ss payroll	
		<b>\$ 18,714.56</b>		

Accounts Payable Total	<b>\$ 69,205.10</b>
GENERAL Fund	\$ 25,490.29
Parking	\$ -
BBB	\$ 545.68
DEBT SERVICE	\$ 8,527.50
WATER	\$ 15,927.07
SEWER	\$ 18,714.56

**Mastercard**

Menards	spray paint		8.99
FedEx	Shipping Meter Back		113.74
Walmart	school supplies/DVDs/supplies		620.54
Apex Electrical	museum lights		1,339.18
D&M Ag Supply	soybeans		880.00
Carquest	Sensor Cleaner		10.57
BAM	books		688.16

**3,661.18**

**Sales Tax 2023**

Date	Amount	Bed/Booze	2nd Cent	General Fund	BB Total	Total	% BB	% Total
		211-313	300-313	101-313				
1/5/2023	\$668.25	\$39.55	\$314.35	\$314.35	\$39.55	\$668.25	-80.05%	-80.14%
1/26/2023	\$16,625.30	\$2,008.12	\$7,308.59	\$7,308.59	\$2,047.67	\$17,293.55	158.21%	11.83%
2/3/2023	\$1,312.50	\$46.57	\$632.97	\$632.97	\$2,094.24	\$18,606.05	164.95%	-5.05%
2/23/2023	\$13,434.21	\$1,011.34	\$6,211.44	\$6,211.44	\$3,105.58	\$32,040.26	-327.83%	58.91%
3/2/2023	\$1,098.33	\$9.65	\$544.34	\$544.34	\$3,115.23	\$33,138.59	-418.87%	33.79%
3/30/2023	\$12,614.74	\$923.80	\$5,845.47	\$5,845.47	\$4,039.03	\$45,753.33	2099.31%	22.54%
4/5/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$4,039.03	\$45,753.33	2008.60%	17.98%
4/27/2023	\$17,558.82	\$3,110.63	\$7,224.10	\$7,224.10	\$7,149.66	\$63,312.15	96.28%	0.05%
5/2/2023	\$1,956.90	\$366.73	\$795.09	\$795.09	\$7,516.39	\$65,269.05	100.01%	1.24%
5/26/2023	\$33,536.61	\$3,949.69	\$14,793.46	\$14,793.46	\$11,466.08	\$98,805.66	52.97%	9.98%
6/2/2023	\$5,663.71	\$373.23	\$2,645.24	\$2,645.24	\$11,839.31	\$104,469.37	40.38%	10.00%
6/25/2023	\$83,256.33	\$19,831.95	\$31,712.19	\$31,712.19	\$31,671.26	\$187,725.70	-1.70%	-2.18%
7/1/2023	\$32,830.85	\$7,385.49	\$12,722.68	\$12,722.68	\$39,056.75	\$220,556.55	10.15%	5.60%
7/27/2023	\$256,580.56	\$64,446.33	\$96,067.12	\$96,067.11	\$103,503.08	\$477,137.11	8.92%	4.45%
8/2/2023	\$17,574.06	\$3,020.93	\$7,276.57	\$7,276.57	\$106,524.01	\$494,711.17	6.92%	2.32%
8/25/2023	\$295,145.07	\$77,679.88	\$108,732.60	\$108,732.60	\$184,203.89	\$789,856.24	5.79%	2.68%
9/6/2023	\$36,769.45	\$7,836.70	\$14,466.38	\$14,466.38	\$192,040.59	\$826,625.70	5.85%	2.77%
9/27/2023	\$228,314.07	\$58,677.02	\$84,818.53	\$84,818.53	\$250,717.61	\$1,054,939.77	5.46%	2.57%
10/5/2023	\$14,020.05	\$2,707.40	\$5,656.33	\$5,656.33	\$253,425.01	\$1,068,959.82	5.65%	2.60%
10/26/2023	\$141,487.91	\$34,971.92	\$53,258.00	\$53,258.00	\$288,396.93	\$1,210,447.73	4.70%	1.91%
11/3/2023	\$34,343.81	\$8,906.40	\$12,718.71	\$12,718.71	\$297,303.33	\$1,244,791.54	6.06%	3.22%
11/27/2023	\$62,738.85	\$13,916.11	\$24,411.37	\$24,411.37	\$311,219.44	\$1,307,530.39	6.34%	3.80%
			\$0.00	\$0.00	\$311,219.44	\$1,307,530.39	4.89%	2.50%
			\$0.00	\$0.00	\$311,219.44	\$1,307,530.39	3.79%	0.78%
	\$1,307,530.38	\$311,219.44	\$498,155.48	\$498,155.47				

# 2023 Turkey Bingo

Collected from Bingo	1958.00	
Start Up	300.00	
Balance	<b>1658.00</b>	Library Donation
Trees & Wreaths	657.53	Holy Terror
TOK Maintenance Donation	363.00	Library Donation
Silent Auction	2885.50	1/2 TOK Library & 1/2 Holy Terror 1442.75
Concession Donations	0.00	
Richard McDonald	100.00	Library Donation
Rock Shed	120.00	Holy Terror Donation
Total donation	<b>5784.03</b>	

## PUBLIC WORKS REPORT

- 1) FINISHED RESTROOM FLOORS.
- 2) STARTED TAKING CABINETS OUT OF KITCHEN AND CLOSING OFF WALL.
- 3) PUT UP CHRISTMAS LIGHTS
- 4) SERVICED GENERATORS.
- 5) SEALED SHOP FLOOR.
- 6) CHANGED BRAKES & ROTORS ON F-150.
- 7) CLEAN SHOP
- 8) PLOWED SNOW.

## **GROUND LEASE**

**THIS AGREEMENT** is made and entered into this 6<sup>nd</sup> day of December 2023, between the Town of Keystone, a South Dakota Municipal Corporation of P.O. Box 689, Keystone, South Dakota 57751, and, The Keystone Chamber of Commerce, a South Dakota non-profit corporation of P.O. Box 653, Keystone, South Dakota, 57751.

### **RECITALS:**

**WHEREAS**, the Town of Keystone is the owner of the premises described below and desires to lease the premises to The Keystone Chamber of Commerce; and

**WHEREAS**, the parties desire to enter into a ground lease agreement defining their rights, duties and obligations relating to the leased premises;

**NOW THEREFORE**, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, and in consideration of the mutual covenants contained herein, the adequacy and sufficiency of which is hereby acknowledged each party to the other, the parties agree as follows:

1. **Premises:** The Town of Keystone leases the following described property to The Keystone Chamber of Commerce:

**That portion of the premises containing the current building located on Lot 4 in Block 12, Harney Addition Section 8 Township 2S, Range 6 East, B.H.M. Keystone, Pennington County, South Dakota.**

2. **Term:** Lessee leases the aforementioned premises for a period of one (1) year commencing January 1, 2024 and ending at midnight on December 31, 2024.
3. **Use of Premises:** The demised premises shall be used and occupied by the Lessee for providing tourist and visitor information purposes and other chamber purposes, and neither the premises nor any part thereof shall be used for any

unlawful use or purpose whatsoever, or for any purpose other than the foregoing purposes.

4. **Rent:** Lessee shall pay rent of \$1.00 per year.
5. **Insurance:** During the term of this Lease, the Lessee shall be responsible to keep all property of the Lessee kept on or about the leased premises insured against loss or damage. Lessee shall maintain a casualty, liability, and comprehensive insurance policy acceptable to Lessor and identify the Town of Keystone as an additional insured. Lessee shall provide proof that such insurances are in force on or before January 1, 2024 and at any other times requested by Lessor.
6. **Utilities:** Lessee agrees to be responsible for all utility payments associated with the leased premises, including, but not limited to, sewer, water, gas, electric, and telephone services.
7. **Assignments and Subletting:** Lessee shall not assign or transfer, mortgage or encumber this Lease or any interest therein, sublet the premises or any right or privilege appertaining thereto.
8. **Lessee's Obligations:** The Lessee agrees to use said premises for providing its tourist and visitor information service purposes and other chamber purposes and will comply with all laws and ordinances applicable thereto. The Lessee agrees to at all times maintain the premises in a clean and satisfactory manner, to keep all premises in good order and repair at the Lessee's expense. Lessee is solely responsible for the maintenance and repair of its building located on the leased premises.
9. **Nuisance:** Lessee shall not, during the term hereof, maintain, commit or permit the maintenance or commission of any nuisance on the demised premises.
10. **Default:** It is mutually agreed between the parties hereto that time of rental payment as herein specified as January 1, annually shall be of the essence of this Lease, and that failure on the part of Lessee to timely make the rent payment, or failure on the

part of Lessee to otherwise fulfill any of the covenants hereof, shall entitle Lessor, after notice of default and failure to cure as hereinafter set forth, to re-enter and retake possession of such rented premises immediately and forthwith, and to hold and enjoy the same, without such re-entry working a forfeiture of rents to be paid and the covenants to be performed by said Lessee for the remaining term of this Lease. In the event of such default or failure on the part of Lessee, and upon written notice thereof by Lessor to Lessee, which notice shall be made and delivered in accordance with Paragraph 13 hereof, ("Notices"), Lessee shall have seven (7) days within which to correct such default or failure, and, unless the same is accomplished within said period of time, Lessee shall forthwith immediately vacate said premises and give peaceable possession thereof to Lessor. Lessee shall be afforded a reasonable time within which to remove its building and structures from the leased premises.

11. **Waiver**: The waiver by Lessor of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.
12. **Parties Bound**: The covenants and conditions herein contained shall inure to the benefit of and bind the heirs, successors, executors, administrators, personal representatives and assigns of the parties hereto.
13. **Notices**: The parties agree that any notices required or permitted hereunder shall be in writing and shall be effective when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or by any overnight delivery(Federal

Express, UPS, Purolator, U.S. Mail, etc.), addressed to the parties to receive such notices at the following addresses, or such other addresses as the parties may have notified each other of in writing.

AS TO LESSOR:                   Town of Keystone  
  P.O. Box 689  
  Keystone, SD 57751

AS TO LESSEE:                   The Keystone Chamber of Commerce  
  P.O. Box 653  
  Keystone, SD 57751

14. **Entire Agreement:** This Lease Agreement contains the entire understanding between the parties respecting the subject matter hereof and supersedes any prior understandings or agreements whether written or oral.
15. **Governing Law:** This Agreement was negotiated and executed in the State of South Dakota and shall be interpreted and construed in accordance with the laws of said state.
16. **Severability:** If any part or provision of this Agreement shall be held to be ineffective, unenforceable or illegal, then the remaining provisions of this Agreement shall stand as if such ineffective, unenforceable or illegal provision had never been contained herein.
17. **Miscellaneous:** The titles given to the various paragraphs of this Agreement are inserted for the purpose of reference only and are not to be considered as forming a part hereof in interpreting its provisions or meanings. The word "Lessor" and "Lessee" shall extend to and include the parties hereto, their heirs, executors, representatives and assigns. The singular shall be taken to include the plural and the plural shall be taken to include the singular whenever the context requires, and the names and titles used herein shall be taken to refer to the person or persons intended, regardless of gender or number.



**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals the day and year first above written.

**TOWN OF KEYSTONE:**

\_\_\_\_\_  
President of Board of Trustees

ATTEST:

\_\_\_\_\_  
Finance Officer

**THE KEYSTONE CHAMBER OF COMMERCE**

\_\_\_\_\_  
President

(Corporate Seal)

\_\_\_\_\_  
Secretary

**RESOLUTION NO. 12-06-2023  
TOWN OF KEYSTONE  
FEE FOR A BUSINESS LICENSE**

**WHEREAS**, the Town of Keystone Ordinance Section 110.04 requires the Keystone Board of Trustees to annually establish the fee for a business license on or before the 31<sup>st</sup> day of December for the ensuing calendar year;

**NOW THEREFORE BE IT RESOLVED** that the Keystone Board of Trustees sets the fee for a business license under Town of Keystone Ordinance Chapter 110 for the year 2024 to be \$75.00.

Keystone Board of Trustees:

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Finance Officer

# Contractor Licenses for Approval

## 12/6/2023

1. Premier Systems Inc., Roofing
2. TK Elevator Corporation
3. Wolff's Plumbing & Heating Inc.