

**AGENDA
CITY OF MILLER
MONDAY, JUNE 13, 2022
7:00 P.M.**

The City of Miller is an equal opportunity employer.

**Call to Order
Pledge of Allegiance**

Approve Agenda

Public Input

New Business

1. Legion Lease..... pgs. 1 - 3
2. Building Permit – Curt Telkamp - Apartments/Office/Storage

Executive Session

Personnel Pursuant to SDCL 1-25-2(1)

3. City Personnel

Adjourn

Public comments are welcomed during public input, but no action can be taken by the Council on comments received at this meeting. Anyone wishing to have the Council vote on an item should call the Finance Office at 853-2705 by 5:00 p.m. on the Wednesday preceding the next scheduled meeting to be placed on the agenda.

LEASE

THIS INDENTURE, made this 8th day of June, 2022 by and between American Legion Post #38, a corporation, lessors, and the City of Miller, South Dakota, a public corporation, lessees.

WITNESSETH, that the lessors in consideration of the rents and covenants hereinafter mentioned, leases and rents to the lessees the following described premises, situated in the County of Hand and State of South Dakota:

Part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Fifteen (15) in Township One Hundred Twelve (112) North of Range Sixty-eight (68), described as follows: a tract of land commencing at a point 40 feet South of the Southwest Corner of Block 20 of the vacated plat of South Miller as shown on the plat of said South Miller, recorded in the Office of the Register of Deeds of Hand County, at the center of the street named Douglas Avenue on said plat, and on the East line of Broadway Street, running thence East along the center of said Douglas Avenue and extending on due East from the East end thereof to the Section Line between Sections Fourteen (14) and Fifteen (15) in Township One Hundred Twelve (112) North of Range Sixty-eight (68), thence South along the Section Line between Sections Fourteen (14) and Fifteen (15) in Township One Hundred Twelve (112) North of Range Sixty-eight (68) to a point 24 rods North of the Southeast Corner of Northeast Quarter (NE $\frac{1}{4}$) of said Section Fifteen (15), thence West on the North line of the GAR Cemetery grounds to a point 17 feet East of Highway 45 on the West side of said Cemetery Grounds and thence North to the place of beginning, containing 14.5 acres, more or less. Excluding the Legion Building and the parking lot west of the current building. And future lot south of the current building and new addition.

The term of this lease shall be 99 years from the 8th day of June, 2022. The lease will be reviewed every 5 years to review the terms and conditions of this agreement.

The lessees agree with the lessors that they will provide water, sewer and electric utility service for the American Legion building at no cost to the American Legion, its officers or its members (up to \$5,000). The lessee shall provide security lighting at no cost to the American Legion and maintenance.

The lessees agree with the lessors to provide the following services for the term of this lease: snow removal, mowing, and maintenance and insurance on all structures (except the Legion building). The lessor will provide propane, maintenance and repair of the Legion building and structures attached to it to include trimming of grass and control of weeds within 2 feet of the structures. The lessor agrees to remove the wood bleachers located on the south side of the property, so that the lessee can cover the entire property with insurance.

It is agreed between the parties as follows: the lessees also covenant and agree with the lessors not to assign this lease, or underlet the above described premises or any part thereof, without first obtaining the written consent of the lessors, and that they will at the expiration of the time as herein recited, quietly yield and surrender the aforesaid premises to the lessors, their heirs, and assigns, in as

good condition and repair as when they took them, reasonable wear and tear and damage by the elements alone excepted.

The lessors covenant with the lessees that lessees, on performing the covenants aforesaid, shall and may peacefully and quietly have, hold, and enjoy the premises for the term as aforesaid for the purpose of the use and maintenance of the baseball and softball fields, concession stand and ballfield parking lots. Also, the lessees shall be able to stockpile snow removed from the streets maintained by the lessees.

The lessors shall have access to the premises at all reasonable times to view, examine, and show the same and for all purposes as shall be necessary to perform and assure performance of this lease.

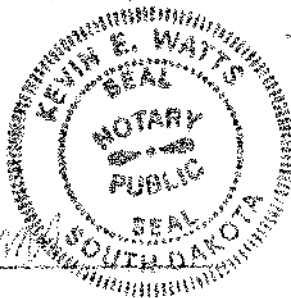
The lessors reserve the right to hold special functions on the grounds leased to the lessee with adequate prior notice (2 weeks). These events include tractor pulls, rodeo events and alcohol sales at the aforementioned property.

It is further agreed by the parties hereto that the lessees shall use the premises exclusively for recreational purposes during the term herein and said lessees shall have the right to construct or improve facilities and use an area of the premises for stockpiling snow removed from the city. These include future ballfield construction; concession stand construction and future storage buildings with adequate prior notice.

Upon termination of this lease the title to all improvements constructed by lessees shall revert to lessors.

IN TESTIMONY WHEREOF, both parties have hereunto set their hand the day and year first above written.

Attest:



JUNE 8, 2022

Maria Cottalero

AMERICAN LEGION POST #38,
Lessor

Lyle Williams
Lyle Williams, Secretary

By *David L. Johnson*
David L. Johnson, Commander

(Seal)

Attest:

CITY OF MILLER, SOUTH DAKOTA
Lessee

Sheila Coss, Finance Officer

By *Ronald Blachford*
Ronald Blachford, Mayor

(Seal)

