

TRI-CITY RUBBLE SITE AGREEMENT
December 2021-November 2022

This contract made and entered into this 6th Day of December 2021, by and between the City of Deadwood, a political subdivision of the State of South Dakota, the City of Lead, a political subdivision of the State of South Dakota, and Central City, a political subdivision of the State of South Dakota (hereinafter referred to as "CITIES") and Adams Salvage Recycling & Recovery, LLC (hereinafter referred to as "ADAMS").

1) BASE TERMS:

- i) For the purposes of operating a Type IIB Solid Waste Disposal Site (hereinafter "Rubble Site") on behalf of CITIES.
- ii) The term of this contract shall be for a period of one year from the date set forth above and shall expire on December 19, 2022. CITIES do hereby grant to ADAMS an option to renew the contract for one additional one-year period, upon ADAMS giving 30 days written notice prior to the end of the contract term. The annual renewal rate for each renewal term will be determined, changed or adjusted by mutual agreement, in writing, of the parties. If the parties cannot agree on appropriate terms for the renewal term within 15 days of the expiration of the original term, the option to renew will be rescinded. The other terms and conditions of this contract will continue in effect unless changed in writing by agreement of the parties.
- iii) The annual rate to be paid to ADAMS during the term of the agreement will be determined, changed or adjusted by mutual agreement, in writing, of the parties on an annual basis. If the parties cannot agree to the annual rate prior the end of each year of the contract the annual rate to be paid to ADAMS shall remain the same for the next year of the contract. The other terms and conditions of this contract will continue in effect unless modified in writing by agreement of the parties.

2) CITIES' OBLIGATIONS:

- i) CITIES shall approve any fee rates charged by ADAMS. Once set, the fee schedule may not be modified without the consent of CITIES;
- ii) CITIES assumes hazards of damage or destruction of any of the improvements now on the real property or to be placed thereon. CITIES agrees to maintain and carry at all times fire and extended coverage insurance on all of the structures of the said premises to the full insurable value thereof;
- iii) ADAMS may place three (3) buildings (Well House, Shack, and Office) on the Rubble Site for its use and operation at ADAMS' expense. In the event of termination of this Agreement, CITIES agree to reimburse ADAMS the sum of \$50,000.00 if all the buildings have been installed and are being used for

operation by ADAMS at the time of termination of the Agreement. If the buildings are no longer being used for operations by ADAMS, CITIES will compensate ADAMS in the amount of \$5,000.00 for all buildings. If constructed, both buildings will remain on the Rubble Site property following termination of this Agreement.

3) ADAMS' OBLIGATIONS:

- i) To operate the Rubble Site in accordance with the terms set forth herein;
- ii) To abide by all applicable laws and permit requirements of the operation of a Type IIB Solid Waste Disposal Site, and ensure that all operations are in compliance with all local, state and federal laws, rules, regulations and permits or leases covering the same. ADAMS shall be available for any inspections by federal, state or local authorities.
- iii) ADAMS shall be responsible for disposing of tires including costs of disposal on an annual basis. No tires shall become a permanent part of the Rubble Site.
- iv) ADAMS shall maintain a complete record keeping system, including but not limited to income statements, accounts receivable and daily usage logs. ADAMS shall provide a written quarterly report to CITIES on usage, quantity waste disposal, income and expenses. These records shall also be made available to CITIES as CITIES' request for review.
- v) ADAMS Shall provide all necessary equipment for operation and maintenance of the Rubble Site. ADAMS is responsible for the year-round maintenance of all roads within the Rubble Site as well as access to and from the Rubble Site from Yellow Creek Road.

4) MECHANIC'S OR CONSTRUCTION LIENS:

- i) ADAMS shall not subject the Rubble Site to any mechanic's, materialmen or construction liens of any kind unless specifically approved in writing by CITIES.

5) INDEMNIFICATION:

- i) During the entire term of the contract, ADAMS shall indemnify and hold harmless CITIES against any and all claims, debts, demands or obligations which may be made against ADAMS or against ADAMS' title in the Rubble Site arising out of or in connection with any alleged act or admission of ADAMS or any person claiming under, by or through ADAMS.
- ii) If it becomes necessary for ADAMS to defend any action seeking and imposing liability, ADAMS will pay CITIES all costs of court and attorney fees incurred by CITIES in effecting such defense in addition to any other sums which CITIES may be called upon to pay by reason of the entry of a judgment against ADAMS.
- iii) This indemnification is applicable only to ADAMS' operation and management of its rubble she, according to all federal, state, and local laws and regulations. ADAMS shall obtain comprehensive general liability

insurance to cover the activities of ADAMS undertaken herein with the general limits of said coverage being Two Million and no/100s Dollars (\$2,000,000.00), or a combination of general liability policies totaling Two Million and no/100s Dollars (\$2,000,000.00). CITIES shall be added as an additional insured on said policy(ies) and shall present proof of such insurance to the CITIES.

6) DEFAULT:

- i) If at any time a default shall be made by ADAMS in the performance of any obligation of ADAMS herein set forth, then it shall be lawful for CITIES to declare the contract term ended and to reenter upon the Rubble Site and take possession of the same under the terms and conditions herein provided.
- ii) If the default occurs, and if CITIES shall so elect, they may declare this contract term ended by giving ADAMS thirty (30) days written notice specifying the event causing the default and ADAMS shall have thirty (30) days, after the date of receiving the notice, to cure such default.
- iii) If not timely cured, this contract shall terminate; if timely cured, this contract shall continue.

7) HOURS OF OPERATION:

- i) The Rubble Site shall be open for use by the public Mondays through Saturdays during regular business hours (8:00 AM to 4:00 PM). The Rubble Site will be closed for normal holidays.
- ii) In the event of inclement weather (high winds, heavy rain or snow), ADAMS may decide to close the Rubble Site for public safety

8) FREE DUMPING:

- i) Residents of CITIES and of Lawrence County shall be allowed free dumping four times per year, generally:
 - (1) Near the end of March (free dump weekend);
 - (2) Mid-May (spring clean-up week);
 - (3) Late September (free dump weekend), and
 - (4) Early November (free dump weekend).

9) FEES:

- i) Fees shall be established by contract addendum and agreed to by both CITIES and ADAMS. Tipping fees may be adjusted pursuant to mutual agreements with CITIES and ADAMS, exclusive of these contract terms. CITIES will approve the rate of the fees.

10) SITE USAGE:

- i) CITIES have exclusive rights to harvesting timber, minerals and other Rubble Site natural resources. ADAMS shall coordinate with CITIES to facilitate these operations as deemed necessary by CITIES.

- ii) ADAMS may, with the approval of CITIES, engage in other appropriate, lawful and permitted activities for income generation at the Rubble Site.
- iii) ADAMS shall ensure the operations of the Rubble Site are conducted in a safe, efficient and professional manner.

11) TERMINATION:

- i) At the termination of this contract, ADAMS will peaceably and quietly deliver possession of the Rubble Site to CITIES.

12) QUIET ENJOYMENT:

- i) CITIES covenant and agree with ADAMS that so long as ADAMS keeps and performs all of the covenants and conditions by ADAMS to be kept and performed hereunder, ADAMS and his successors in interest shall have quiet and undisturbed and continued possession of the Rubble Site, free from any claims by CITIES or any persons or entities claiming thereunder.

13) FORCE-MAJEURE:

- i) In the event that CITIES or ADAMS shall be delayed, hindered in or prevented from the performance or any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, the act or failure to act of either party for said reason shall be excused for the period of delay necessitated by the above without either party being held accountable for the same.

14) CONSENT NOT TO BE UNREASONABLY WITHHELD:

- i) Whenever the contract requests any consent, permission or approval which may be required or desired by ADAMS pursuant to the provisions hereof.

15) WRITTEN MODIFICATIONS:

- i) No modifications, release, discharge, amendment or waiver of any provisions hereof shall be of an force or effect unless reduced to writing and executed by both parties,

16) LAWS:

- i) The laws of the state of South Dakota in force and effect at the date of the execution of this contract shall govern and control the interpretation and application of this contract except where new laws or regulations mandate a modification to this contract in order to continue to perform the duties and obligations of either party hereunder, which the parties shall not unreasonably withhold consent to such modification pursuant to any new law or regulation mandating the modification hereto.

SIGNATURE PAGES

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

CITY OF LEAD

Dated this ____ day of _____, 2021.

By: _____
Ron Everett, Mayor

ATTEST:

Dan Blakeman
City Administrator

CITY OF DEADWOOD

Dated this ____ day of _____, 2021.

By: _____
David Ruth Jr., Mayor

ATTEST:

Jessica McKeown
Finance Officer

CITY OF CENTRAL CITY

Dated this ____ day of _____, 2021.

By: _____

Donovan Renner, President of Board of Trustees

ATTEST:

Print Name: _____

Title: _____

ADAMS SALVAGE RECYCLING AND RECOVERY

By: _____

Heather Anderson
Owner

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2021, before me, the undersigned officer, personally appeared Heather Anderson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public

My Commission Expires:

ADDENDUM

Adams Salvage — Tri-City Rubble Site Fees

Hours of operation: Monday thru Saturday 8AM-4PM

Closed for Holidays: New Year's Day, MLK Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Native American Day, Veterans Day, Thanksgiving Thursday Friday and Saturday, Christmas Eve Christmas Day.

Residents

\$10.00 Pickup Load

\$5.00 a cubic yard for trailers

Brush is free for pickup loads only!

TRAILERS AND ANYTHING LARGER THAN A PICKUP LOAD WILL BE CHARGED \$2.50 a cubic yard and \$5.00 for stumps.

TIRES

Car \$3.00

Truck \$5.00

Semi \$25.00

Tractor \$50.00

Tires on the rim will be charged the tire fee plus \$12.00

Commercial:

\$7.00 a cubic yard for trailers, roll-offs, dump trucks, etc. \$3.50 a cubic yard for brush (stumps are \$7.00 a cubic yard)

Other items:

Refrigerators, Dehumidifiers, Water Coolers, Air Conditioners, Freezers: \$40.00

If the lines are cut or the compressor is removed it will not be accepted.

Batteries: Free

Electronics (other than CRT's) Free

CRT's \$10.00

Paint \$2.00 Gallon

Aerosol Cans .50 each

A load may consist of furniture, wood, debris, construction debris, glass, concrete, asphalt shingles, metal, brush, and compost. Loads must be separated into METAL, BURNABLES (unpainted wood, brush & stumps), CONCRETE and most other items fit into BURY.

Unauthorized wastes are cardboard, household trash, animals, food, clothing & blankets, and plastic toys. If there is doubt, please feel free to call 605-920-8957 between 8am and 4pm Monday thru Saturday for clarification.

THERE IS ABSOLUTELY NO DUMPING OF UNAUTHORIZED WASTES, NO SALVAGING ALLOWED AND NO DUMPING AFTER HOURS. VIOLATIONS OF THE RULES WILL BE REPORTED AND PROSECUTED. THE RUBBLE SITE IS MONITORED BY CCTV.