

(ON CITY LETTERHEAD)

April 8, 2024

Mr. Randy Kittle
Division of Parks and Recreation
523 East Capitol Ave.
Pierre, South Dakota 57501-3182

Dear Mr. Kittle:

The City of Corsica is submitting a Land and Water Conservation Fund application for a project consisting of improvements at our city pool. The attached project justification provides details about the project. We sincerely hope you consider this project for funding, and please do not hesitate to call me if you have any questions. Thank you.

Yours Sincerely,

Mr. Austin Luebke, Mayor
City of Corsica



**SOUTH DAKOTA
LAND AND WATER CONSERVATION FUND**

GRANT APPLICATION 2024

Instructions: A working copy of your application can be saved for editing until you are ready to print the final copy. Be sure to:

- Sign and date the final copy of the application.
- Include all attachments, at the proper size.
- Mail prior to the application deadline. Must be postmarked on or before April 26, 2024.
- See the [Land and Water Conservation Fund Grant Manual](#) for format restrictions and tips.

Project Summary

Name of Political Unit: [City of Corsica](#)

(Example: City of Miller, City of Belle Fourche)

Name and Title of Primary Contact for Project: [Austin Luebke](#)

Address: [PO Box 7](#)

City: [Corsica](#)

State: [SD](#)

Zip: [57328](#)

County: [Douglas](#)

Work Phone: [605 946-5421](#)

Mobile Phone: [605 770-7060](#)

Home Phone: [\(None\)](#)

Fax:

Email: corsicacity@siouxvalley.net

Grantee UEI (Unique Entity Identification Number): [KED1GDMK9F21](#)

Census Population: [561](#)

Project Name: [Corsica Pool Improvements](#)

Description of Project:

[Addition of a liner to the Corsica swimming pool, including both the main pool and the wading pool.](#)

Location of Proposed Project Site:

Park name: [Corsica City Park](#)

Street address: [Napolean Ave, Corsica, SD](#)

+4 zip code: [57328](#)

Section: [3](#) Township: [99](#) Range: [64](#)

GPS Coordinates: [98°24'04"W, 43°25'18"N](#)

(degrees°, minutes' and seconds" for the center of the park)

Project Site Is:

Owned by Grantee

Estimated Acquisition Date:

**Date and Year Park was
Established/Created:** 1923

Size of Park: 5.5 total acres

Leased by Grantee

Land Owner:

Term of Lease:

Size of Park: total acres

Years Left on Lease:

Identify Quantity and Type of Any CCC or WPA Structures or Landscapes in Park:

There are no CCC or WPA structures in the park.

If cultural or historical resources exist on or adjacent to the project site, how will they be affected by your project?

No cultural or historical resources are known to exist in the park.

Project Justification - Address each of the following points in your narrative:

Who will be served by this project?

See attached narrative

Analysis of need for the completion of this project:

See attached narrative

Goals and objectives to be met:

See attached narrative

Describe the proposed action and alternatives:

See attached narrative

Describe the planning process that led to the development of this proposal. Your narrative should address:

- a. How was the interested and affected public notified and provided opportunity to be involved in planning for and developing you LWCF proposal? Who was involved and how were they able to review the completed proposal, including any state, local, federal agency professional, subject matter experts, members of the public and Indian Tribes. Describe any public meetings held and/or formal public comment periods, including dates and length of time provided for the public to participate in the planning process and/or to provide comments on the completed proposal.

See attached narrative

- b. What information was made available to the public for review and comment? Did the sponsor provide written responses addressing the comments? If so, include responses.

See attached narrative

Public comment periods (how long, when in the process, who was invited to comment) **and agency response.**

See attached narrative

When will the project be completed and open for public outdoor recreation use?
 Assume that successful applicants will have access to grant funds by the end of 2024.

See attached narrative

What strategies in the 2023 SCORP support your project?
 Explain how each strategy applies to your project.

See attached narrative

Detailed Cost Estimate for this Project

<i>Itemized Description of Project</i>	<i>Value in \$/item</i>
Main Pool PVC Membrane	\$77,770
Wrap Main Pool Coping	\$7,280
Wading Pool PVC Membrane	\$7,675
Wrap Wading Pool Coping	\$2,195
Environmental Clearances	\$3,500
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Estimated Total Project Cost	\$98,420
Federal Funding Requested (Not to exceed 50% of total cost.)	\$49,210

Status of Funding:

Amount of grantee’s share budgeted, secured and currently available to complete the project.	\$49,210
Amount of grantee’s share remaining to be raised or secured to complete the project.	\$0

Identify any known archeological surveys that have been completed on the site:
 None known.

Age of each building, facility or structure to be removed or renovated:
 The pool was built in 1982.

Are all utility lines on the proposed project site buried?

Yes

No (explain)

If not, will they be buried as part of this project?

Yes

No

Will the proposed project compete in any way with similar facilities in the private sector?

Yes (explain)

No

List each facility accessible to disabled persons at the project site:

The pool bathhouse and the ballfield concession stand are accessible.

List and describe each easement and location in this park. Include holder of easement and purpose for each easement. Include easements on park maps.

None

Explain any existing non-recreation and non-public uses that will continue on the site(s) and/or proposed for the future within the park boundary:

There are no non-recreation or non-public uses in the park.

Social, Economic and Environment Assessment Checklist _____

(This section of the application must be completed for all projects.)

Project Name: Corsica Swimming Pool Improvements

Organization/Sponsor Name: City of Corsica

<i>Issues</i>	<i>Question</i>	<i>Impact</i>	<i>Degree of Impact</i>
	<i>Will the project...</i>		<i>Please note conditions or state documentation for all minor or major impacts.</i>
Access Control	Change access to properties (close, change location, make one-way)?	None	
Air Quality	Degrade air quality?	None	
Bicycle and Pedestrian	Impact bicycle and/or pedestrian movement?	None	
Construction Impacts	Cause construction impact (erosion, noise, air, vibration, etc.)?	None	

Controversy	Have controversy or will likely cause controversy?	None	
Endangered Species	Impact any endangered, threatened or species of special concern due to the project location or design?	None	
Energy Impacts	Have major energy implications?	None	
Excess Materials	Involve disposal of excess material outside planned construction limits?	None	
Farmlands	Require any rights-of-way?	None	
Floodplain	Cross or lie adjacent to any floodplain area?	None	
Groundwater, Geology, Earthborne	Impact groundwater, geology or cause earthborne vibrations?	None	
Handicapped	Impact sidewalk or curb and gutter?	None	
Historical, Archeological, Cultural	Impact any historical structures?	None	
	Require any excavation or regarding?	None	
Land Use	Be consistent with local and regional land use planning?	None	
Minerals	Impact commercial minerals and/or peat resources?	None	
Noise	Impact noise-sensitive receptors?	None	
Parks & Recreation	Use significant public park, recreational, historical or wildlife-related sites? Will the	None	

	project impact any LWCF land?		
Right of Way	Require any easements?	None	
Relocation	Require any relocation of homes or businesses?	None	
Stream/River Modification	Change the course, current or cross section of any stream or river?	None	
Social	Impact public safety?	None	
	Impact sensitive groups (children, handicapped, minorities, poor, etc.)?	None	
	Impact accessibility to schools, churches, recreational facilities?	None	
Transportation	Require road re-routing, closing or redevelopment?	None	
	Be accessible by mass transportation?	None	
Visual Quality	Impact visual quality (view to or from facility)?	None	
Wetlands	Have wetlands present within construction limits?	None	
	Destroy, impact or improve/create wetland habitats?	None	
Wild and Scenic Rivers	Impact a state or federal wild and scenic river, federal candidate wild and scenic river?	None	

How to Apply

Please Read and Sign Below

All answers and statements are true and complete to the best of my knowledge.

Signature: _____

Date: _____

Include one copy of each of the following documents:

- Letter of intent
- A completed and signed LWCF application
- Color maps (vicinity map, site location map, park boundary map of entire park, contractor staging area) Size: 8.5x11-inch or 11x17-inch paper
- Detailed budget
- Resolution of support
- Proof of property control (deed, lease)
- Detailed plans
- Written estimates, on vendor letterhead
- Build America, Buy America certification letters
- Project narrative
- Other information that will strengthen the application such as: maintenance agreements, resolutions of support, letters of support, etc.

Mail completed application to:

Randy Kittle
Grants Coordinator
SD Dept. of Game, Fish & Parks
523 E. Capitol Ave.
Pierre, SD 57501-3182

Application must be postmarked on or before April 26, 2024.

Resolution of Governing Body

WHEREAS, the United States of America and the State of South Dakota have authorized the making of grants from the Land and Water Conservation Fund (LWCF) to public bodies to aid in financing the acquisition and/or construction of specific public outdoor recreations projects:

NOW, THEREFORE BE IT RESOLVED:

1. That **Mayor Austin Luebke** is hereby authorized to execute and file an application on behalf of the **City of Corsica** with the National Park Service, U.S. Department of the Interior, through the State of South Dakota, Department of Game, Fish and Parks, Division of Parks and Recreation, for an LWCF grant to aid in financing the **Corsica Pool Improvements Project** for the **City of Corsica**, South Dakota and its Environs.
2. That **Lori Heidinger**, Municipal Finance Officer, is hereby authorized and directed to furnish such information as the above mentioned federal and/or state agencies may reasonably request in connection with the application which is hereby authorized to be filed.
3. That the **City of Corsica** shall provide a minimum of 50% of the total cost of the project; and will assume all responsibility in the operation and maintenance of the project upon completion of construction, for the reasonable life expectancy of the facility.

Certification of Recording Officer

The undersigned duly qualified and acting Municipal Finance Officer of the **City of Corsica** does hereby certify: That the attached Resolution is a true and correct copy of the Resolution, authorizing the filing of application with the National Park Service as regularly adopted at a legally convened meeting of the **City of Corsica** duly held on the **8th day of April 2024**, and further that such Resolution has been fully recorded in the journal of proceedings and records in my office.

IN WITNESS WHEREOF, I have hereunto set my hand this **8th day of April 2024**.

Recording Officer Signature: _____

Title: Municipal Finance Officer

Seal (notary or city)

Project Justification

Who will be served by the project?

The project primarily will serve children and youth in Corsica and the surrounding area. Some adults will also be served, as there are dedicated times during the day in which only adults are allowed in the pool.

Analysis of need for the completion of the project.

The City of Corsica recognizes the public demand for decent outdoor recreational facilities in the city and has been diligent over the years in maintaining these assets. The City's top recreation priority at this time is addressing the swimming pool. Built in 1982, the pool is still in generally good condition, but over the years cracks have developed in the concrete, as shown in the photos attached to this application. These cracks have led to a significant and growing amount of water loss due to leakage – according to City staff, the pool now leaks between 3,000 to 6,000 gallons of water each day in the summer. Groundwater infiltration into the pool in the spring is also a problem.

City officials are determined to maintain the swimming pool as a community asset, despite the high price tag for most pool-related work. As evidence of this commitment, new plumbing lines feeding into the pool were installed in 2023 at a cost to the City of approximately \$40,000, and the Corsica Commercial Club has done fundraising that has helped with some other upgrades to the pool facilities. The possibility of sandblasting and repainting the pool has been investigated, but the City has been unsuccessful in receiving grant funds.

Goals and objectives to be met by project.

The objective of this project is to improve outdoor recreational opportunities for the children and youth of Corsica and the surrounding area. Located in the Corsica city park between the ballfield and playground area, Corsica's swimming pool is a very popular local and regional destination, with an average daily use during the summer of approximately 25 to 30 people. Also, each year between 40 to 50 kids attend swimming lessons at the pool. It is typically open every day from Memorial Day until school starts, weather permitting. The proposed improvements will make the pool an even better recreational asset.

Describe the proposed action and alternatives.

The project consists of the installation of a 60-millimeter-thick PVC membrane liner in the main swimming pool and the wading pool, along with perimeter caulking and other work, which will make both pools watertight. The new liners will virtually

eliminate water loss and extend the life of both pools. Matching funds are on hand at this time to complete the project in 2025.

The only practical alternative to this project would be to make patchwork repairs to both pools where needed. This would be less expensive initially, but also much less effective in addressing the problem and therefore more costly in the long run. The option of constructing a new swimming pool is impractical due to the extreme cost, nor is it warranted, since both the main and wading pools are still in good overall condition. The chosen alternative of lining the pools is not cheap, but it should make the pools essentially watertight for long after the ten-year warranty period expires.

Describe the planning process that led to this proposal.

- a. How was the public notified and provided opportunity to be involved in planning for and developing the LWCF proposal? Who was involved and how were they able to review the completed proposal, including state, local, federal agency professionals, subject matter experts, members of the public, and Indian tribe? Describe any public meetings held and/or formal public comment periods, including dates and length of time provided for the public to participate in the planning process and/or to comment on the completed proposal.

There has been little in the way of a formal planning process for this project. However, there has been a considerable amount of discussion at city council meetings about the need to address leakage at the pool, especially during the last few years as the problem has gotten worse.

- b. What information was made available to the public for review and comment? Did the sponsor provide written responses addressing the comments? If so, include responses.

The project has been discussed at recent city council meetings, including the April 8, 2024 meeting at which copies of this application were made available for the public to review. The application was also uploaded to the City's website prior to the April council meeting. No comments from the public concerning the project or the application were received prior to the application being submitted at the end of April.

Public comment periods (how long, when in the process, who was invited to comment) and agency response.

The comment period started when the LWCF application was uploaded to the City's website prior to the April 8, 2024 city council meeting. Comments were accepted from everyone.

When will the project be completed and open for public outdoor recreation use?

The City will be ready to begin the project immediately after notification of award, ideally in the spring of 2025 before the pool season opens. The exact timing of the work activity will depend on the vendor's availability, but City staff will be available at a moment's notice to do any pre-work site prep that may be needed.

What strategies in the 2023 SCORP support your project?

The 2023 SCORP provides ample justification for this project. According to Table 1.2 of the SCORP, swimming at a pool ranked third out of seven in frequency of water-based activities, behind motorized boating and swimming at a beach. Table 1-20 shows that swimming pools are one of the highest investment priorities for facility providers, behind only playgrounds and ballfields among over 20 types of facilities listed.

The project also aligns with the recreation strategies outlined in Chapter 3 of the SCORP. Under **Strategy #1 (Provide and promote year around, diverse outdoor recreation opportunities for South Dakotans...)**, one of the first objectives listed is identifying funding to renovate and replace existing structures, such as pools, playground equipment and playfields, especially in small towns. One of the priorities ranked high for local and state LWCF projects pertinent to this strategy is projects that provide facilities and opportunities at affordable costs and encourage family-oriented recreation.

Under **Strategy #2 (Maintain and improve existing park and recreation areas...)**, one of the objectives listed is investing resources into aging infrastructure, public facilities and support facilities that are needed to maintain at least minimum standards. One of the priorities ranked high for local and state LWCF projects is projects that maintain, improve or update existing outdoor recreation facilities when the availability of other federal matching fund programs is not possible or practical, including playgrounds, ballfields, trails and tracks, swimming pools, and other renovated facilities.

ATTACHMENTS

- ❖ LOCATION AND SITE MAPS
- ❖ PHOTOGRAPHS OF POOL
- ❖ COST ESTIMATE
- ❖ PROPERTY OWNERSHIP DOCUMENTATION
- ❖ LETTERS OF SUPPORT FOR PROJECT

LOCATION MAP

T 100
R 64
S 34

T 100
R 64
S 33

T 99
R 64
S 3

T 99
R 64
S 4

CORSICA CITY PARK

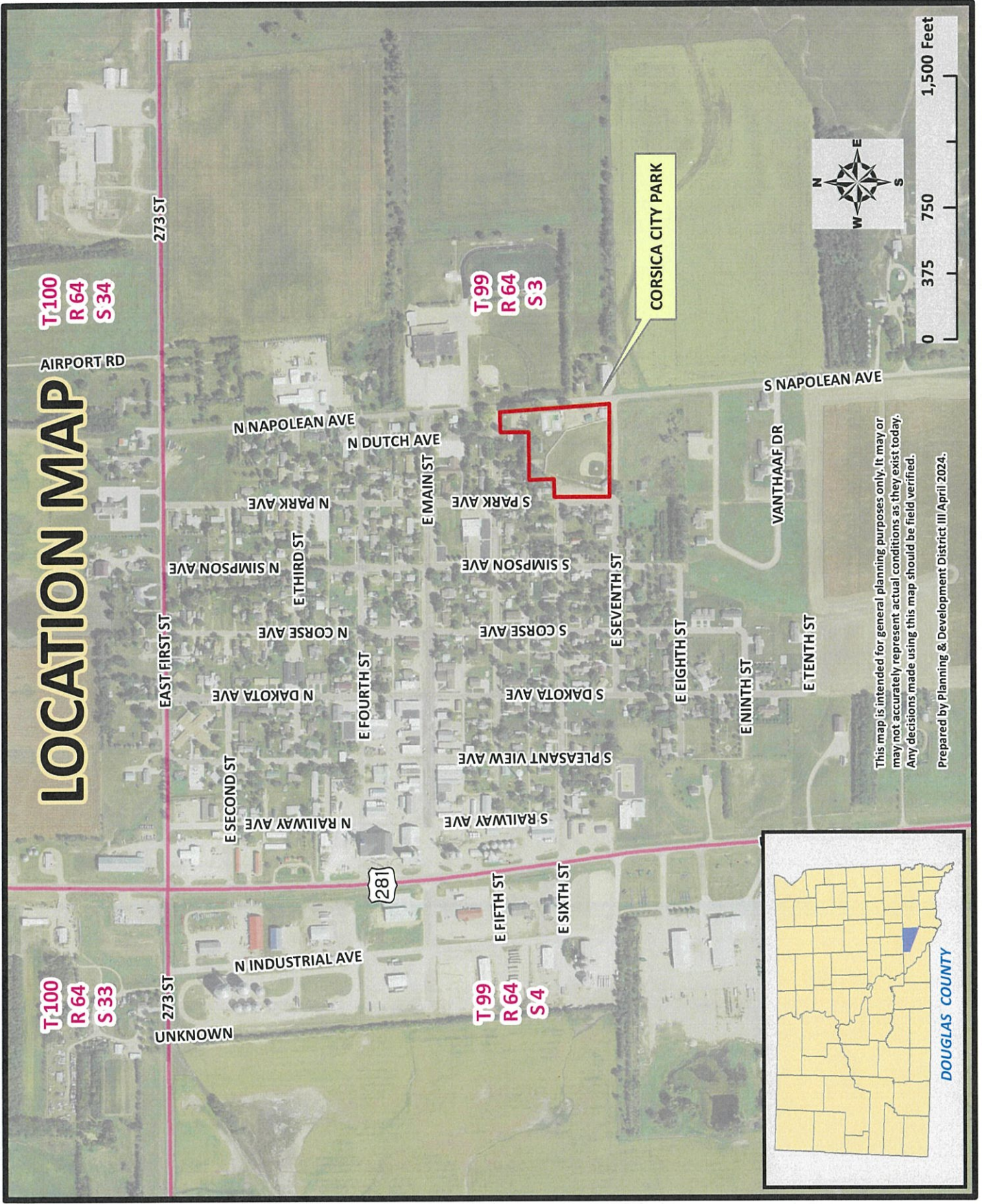


This map is intended for general planning purposes only. It may or may not accurately represent actual conditions as they exist today. Any decisions made using this map should be field verified.

Prepared by Planning & Development District III/April 2024.



DOUGLAS COUNTY



LOCATION MAP

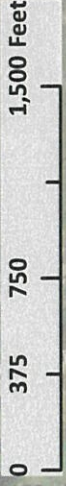
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S 33

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R 64
S 3

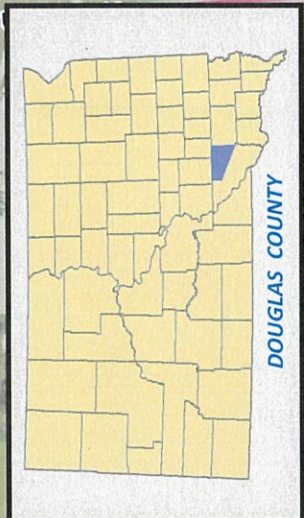
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CORSICA CITY PARK

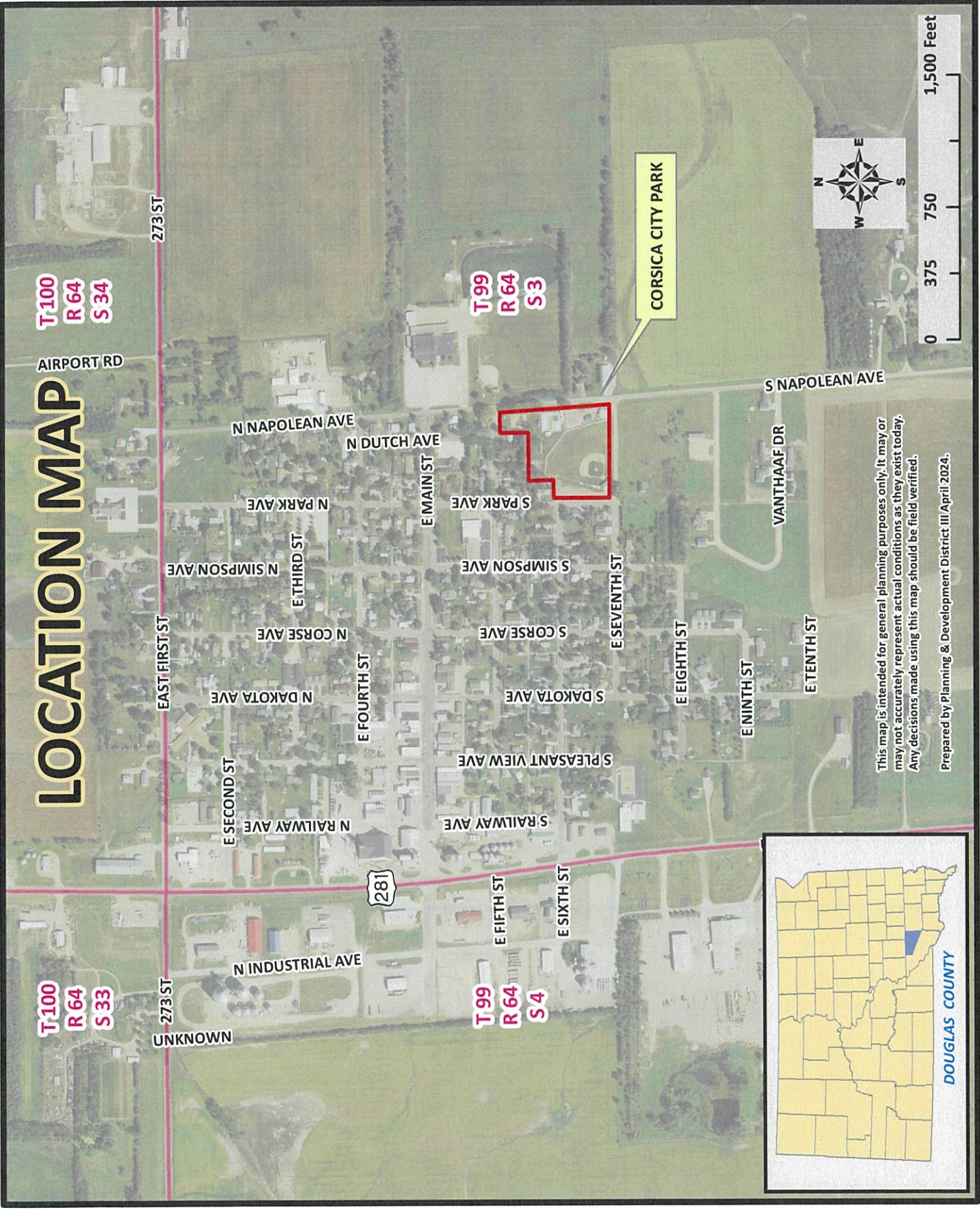


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Prepared by Planning & Development District III / April 2024.



DOUGLAS COUNTY



LOCATION MAP

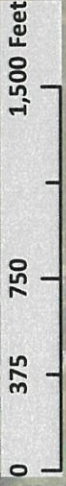
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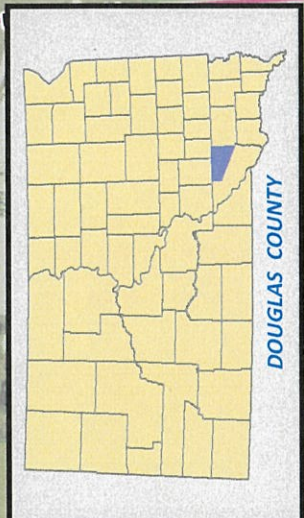
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CORSICA CITY PARK

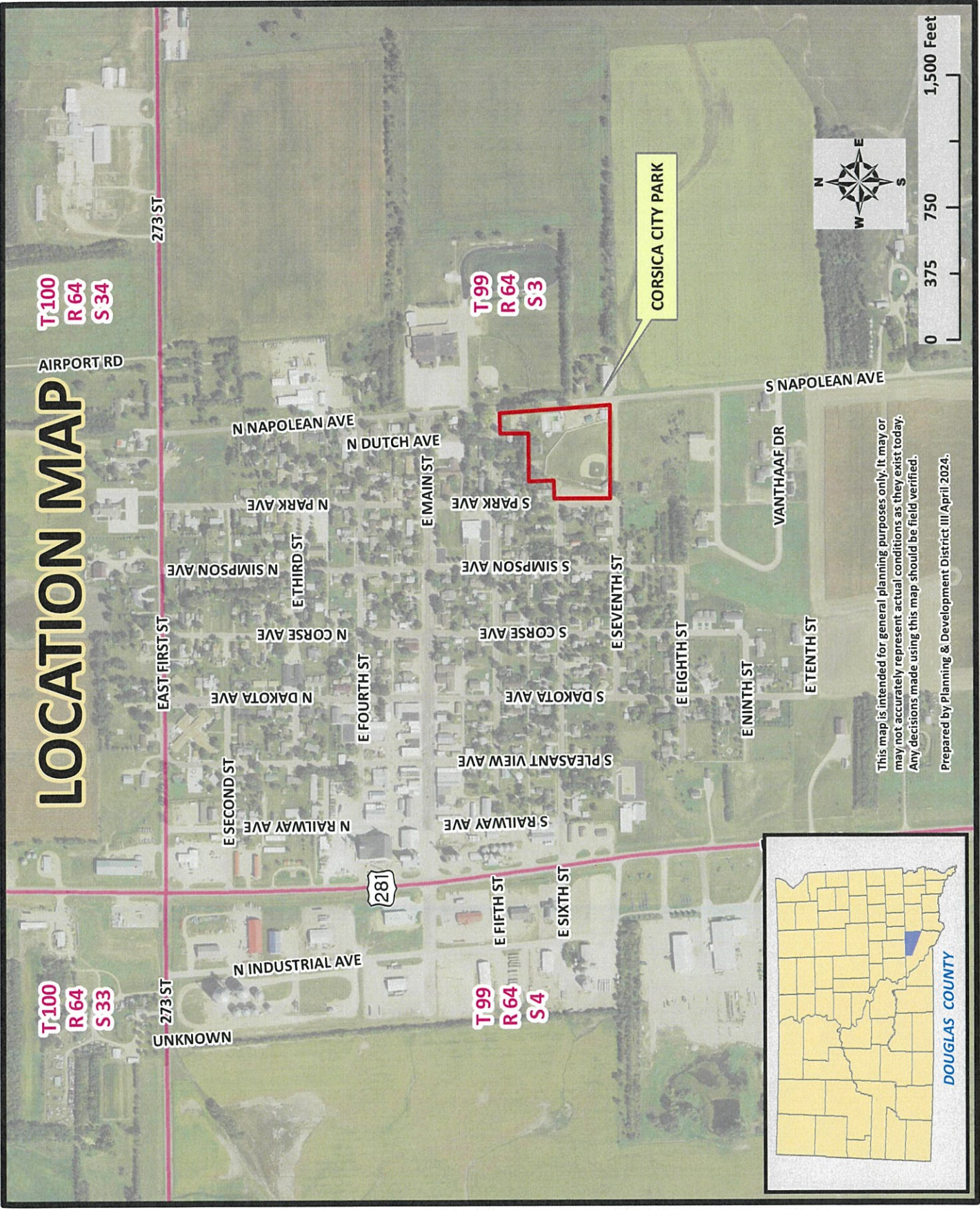


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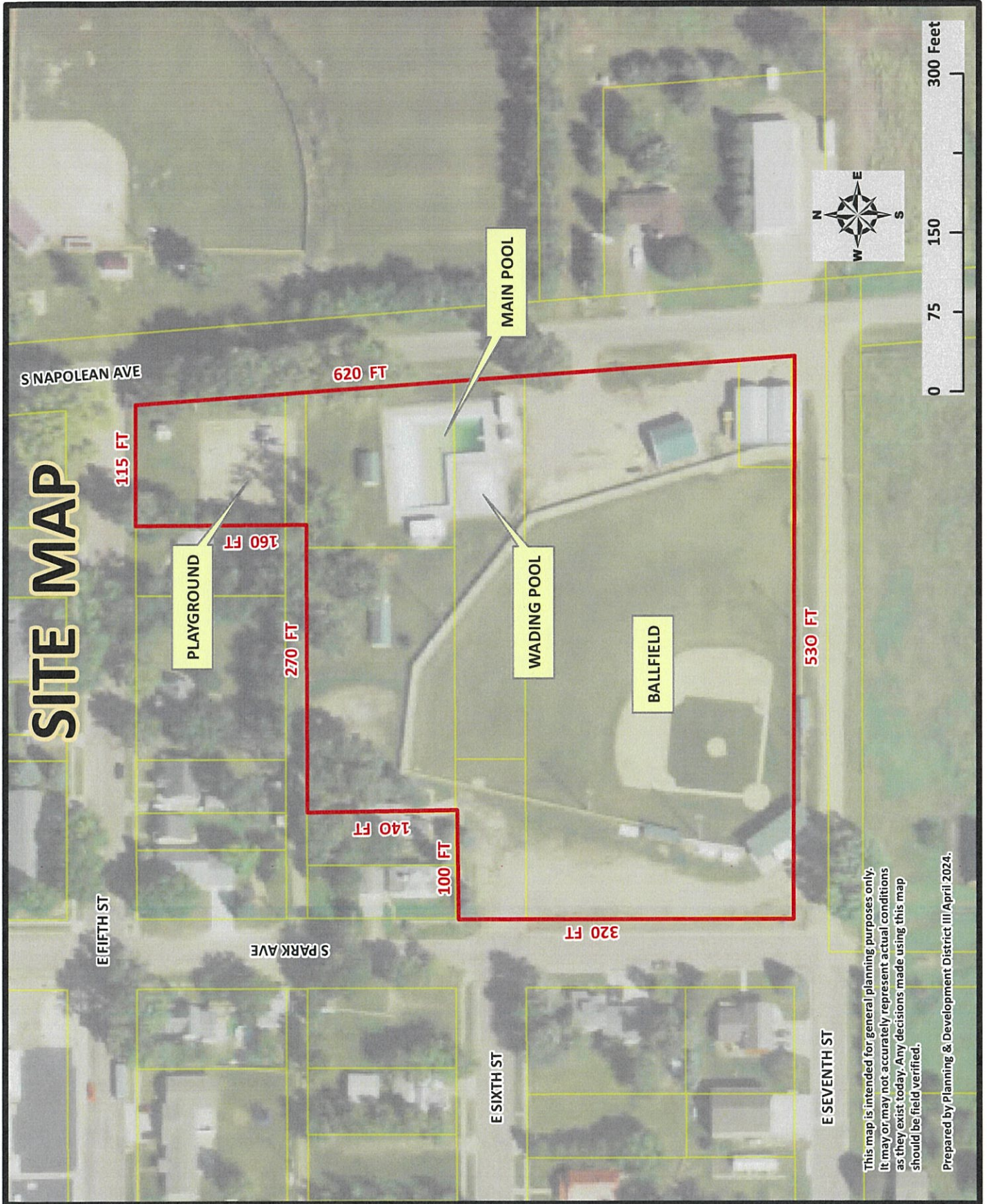
Prepared by Planning & Development District III April 2024.



DOUGLAS COUNTY



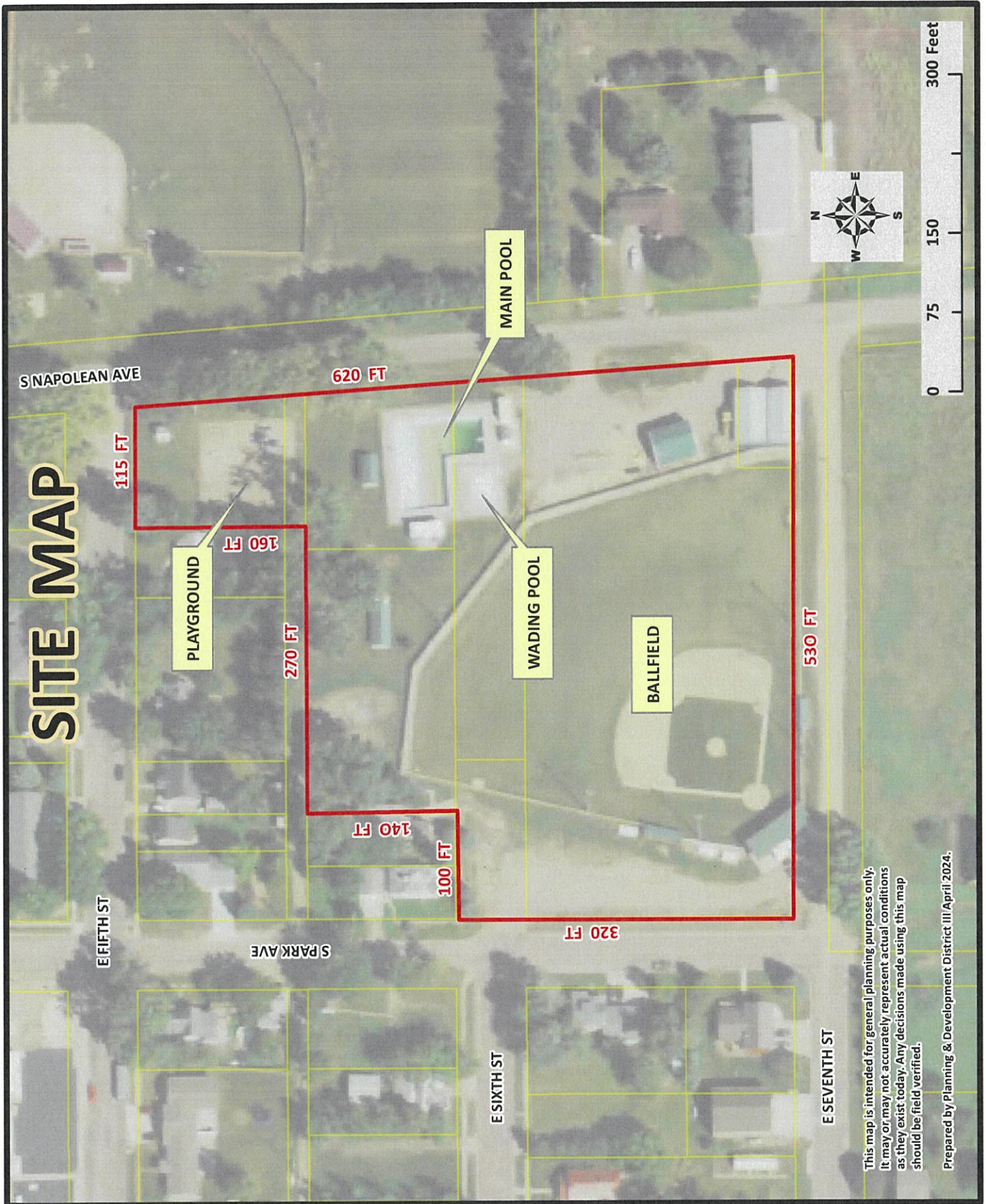
SITE MAP



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Prepared by Planning & Development District III April 2024.

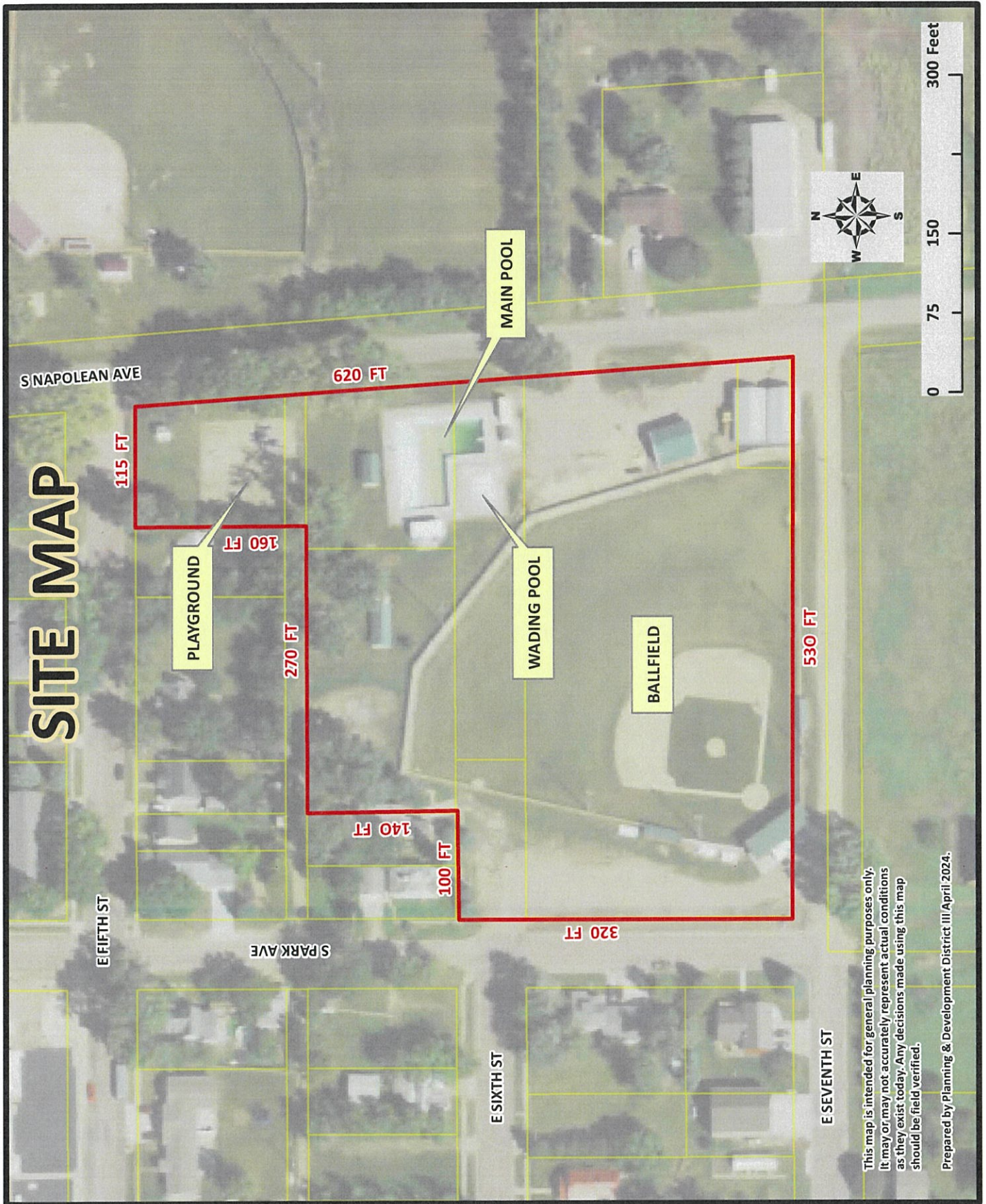
SITE MAP



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Prepared by Planning & Development District III / April 2024.

SITE MAP



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Prepared by Planning & Development District III April 2024.

OVERHEAD VIEW OF CORSICA CITY PARK



LOOKING WEST FROM NAPOLEON AVE



LOOKING SOUTHWEST



LOOKING NORTH









March 6, 2024

Corsica, SD Swimming Pool

RenoSys PVC Membrane Installation

Proposal

Install the liner in the existing pool employing the RenoSys PVC membrane system, including the following components and services:

INSTALLATION OF THE RENOSYS PVC MEMBRANE

- Broom clean pool surface and void it of all loose debris.
- Coat interior of the pool with sanitizing agent. Apply RenoFelt adhesive required.
- Apply RenoFelt 11 (150 mil) to isolate membrane from the pool – as required.
- Install the 60 mil RenoSys PVC membrane through hot air welding throughout.
- Termination to be at top of pool wall (below deck).
- All penetrations will be terminated with compression flanges.
- Complete additional perimeter caulking, detail work, finish work to make a complete watertight installation.
- Clean site suitable for pool filling and perform final inspection.
- Membrane and all welds shall carry a **10 year limited warranty**.
- Other installation items shall carry a **1 year limited warranty**. (e.g. caulk, fasteners at compression fittings etc...)

Main Pool PVC Membrane	\$77,770.00
Wrap Main Pool Coping	\$ 7,280.00
Wading Pool PVC Membrane	\$ 7,675.00
Wrap Wading Pool Coping	\$ 2,195.00

- Payment terms are billed accordingly as follows, including stored material, when applicable:
 - 10% - \$9,492.00 Upon Contact Execution – Receipt of Invoice
 - 25% - \$23,730.00 Upon Approved Submittals
 - 55% - \$52,206.00 Upon Shipment of Materials
 - 10% - \$9,492.00 Upon Customer Sign Off

Price is valid for 30 days. Includes minimal surface preparation (8-man hours). L-shaped main pool is 45'-6" x 83'-0" with depths from 3'-0" to 5'-5" and dive well is 35'-0" x 37'-6" with a depth of 12'-0". Wading pool is 20'-0" x 30'-0" with a depth of 1'-0". **Dumpster is to be furnished by others at no charge to RenoSys Corporation.** Should RenoSys be required to remobilize our crew due to non-readiness of the swimming pool or concealed conditions requiring additional work, then a \$2,500 change order for remobilization will be assessed. All designs and data included and implied within the contents of these documents are proprietary to ARS. ARS will not be held liable based upon inaccurate, unknowns, or limited information or conditions provided by the purchaser/owner to create enclosed contents. All submitted drawings, details and data are subject to verification, accuracy, and approval by the purchaser/owner. No sales, use, local, county, state, B&O, privilege and/or other applicable taxes are included in this proposal, and purchaser agrees to pay all taxes imposed upon seller by state and/or federal regulation as it pertains to this contract. Taxes will be added and paid by purchaser unless a valid Sales Tax Exemption Form is provided. Use tax may still be required to be paid by the purchaser, even if the entity is tax exempt. Bonds, permits, prevailing or Davis-Bacon wages, or any additional fees are not included in this proposal.

Initial _____

Visit us on the web at... "www.renosys.com"

RenoSys Corporation

2825 East 55th Place • Indianapolis, IN 46220

Phone: 800.783.7005 • 317.251.0207

Fax: 317.251.0360 • e-mail: "renosys@aol.com"



RenoSys®

Agreement for Installation of a RenoSys PVC Membrane System

This contract, entered into between **Aquatic Renovation Systems, Inc.**, and "**Purchaser**" is for the purpose of having ARS furnish and install the RenoSys PVC Membrane System and for additional services or options, if any, as outlined on page #1 of the attached proposal. Pricing is to include the installation of the RenoSys PVC Membrane System in accordance with the standard specifications and technical directives for a RenoSys PVC Membrane System.

This contract is subject to the following terms and conditions:

- 1) The contract sum listed on page #1 covers only the products and services specifically mentioned therein. No modifications, additions, or deletions will be accepted except by written request via re-submission of modifications to the contract scope and/or approved amount authorized by written change order signed by both parties.
- 2) Every effort has been made to be as accurate and complete in the submittal documents and the related scope of work as possible. Verification shall be the responsibility of the purchaser during the submittal approval process. No work will proceed without the written approval "sign-off" of the submittal package by the purchaser.
- 3) Payment terms for the contracted work will be paid as follows: See page 1.
- 4) All amounts past due shall be subject to a 1.5% service charge per month as to work or services that have been completed to date. Utilization of the pool constitutes substantial completion and acceptance of the PVC Membrane System. Aquatic Renovation Systems will invoice for stored material, when applicable.
- 5) Although every effort will be made to meet the delivery and installation requirements, ARS will not be held liable for any delays caused by transportation, strikes, fires, Government entities, acts of God or under any circumstances such as *force majeure*. Please be advised that vagaries in weather can and will affect the installation schedule. Any and all Liquidated or Consequential damages are not part of this contract and ARS shall not be financially penalized for any reason by any or all delays.
- 6) Material and Labor will be provided and performed and invoiced by RenoSys Corporation.
- 7) Please be advised that in the event that the project is cancelled by the owner or owners' representative, 25% of the total contract amount will be assessed to the purchaser.
- 8) Pricing is provided in US Dollars.
- 9) Should the need for change orders arise from either party, no work will be performed prior to the execution of the change order by both parties. Further, the payment terms of any change order will be fifty percent (50%) upon execution of the change order with the balance due upon completion of said change order; unless other arrangements are agreed upon in writing by both parties.
- 10) No sales, use, local, county, state, B&O, privilege and/or other applicable taxes are included in this proposal, and purchaser agrees to pay all taxes imposed upon seller by state and/or federal regulation as it pertains to this contract. All taxes are to be paid by purchaser unless a valid Sales Tax Exemption Form is provided. Use tax may still be required and is also to be paid by the purchaser, even if the entity is tax exempt.
- 11) If either party does not comply with the terms and conditions set forth herein, then in addition to all other remedies available to the other party at law or in equity, the non-complying party shall be liable to the other party for its reasonable attorney fees, costs, and expenses incurred in enforcing the terms and conditions of this agreement.
- 12) This agreement and any amendments thereto shall be binding upon and inure to the benefit of the parties, their respective heirs, assigns, personal representatives and/or successors in interest.
- 13) The State Laws of the State of Indiana shall govern this Contract. Purchaser hereby agrees that the State of Indiana and Marion County possesses exclusive jurisdiction to resolve disputes arising under this Contract.
- 14) ARS is not responsible for any consequential or liquidated damages. In addition, damages resulting from any hydrostatic "ground water" conditions or from a leaking recirculation system causing the pool membrane to fail from such damage is not a warranted item. When applicable; existing pool piping, perimeter gutters and hydrostatic ground water testing will be the complete responsibility and cost to the owner.
- 15) ARS agrees to furnish a standard Insurance Certificate listing Purchaser as an additional insured, indicating proof of workmen's compensation coverage, and listing general liability protection limits of at least one million dollars (\$1,000,000.00).
- 16) RenoSys Corporation is not responsible for filling or draining of the swimming pool water; nor will RenoSys Corporation absorb such cost for any reason.

Specifications and Contract Conditions for a RenoSys PVC Membrane System Installed

Primary pool lining membrane shall be a flexible 60 mil double ply PVC material UV stabilized, and reinforced with internal polyester webbing. The material shall be formulated using anti-fungal agents and manufactured specifically for use in the commercial pool environments. Clients purchasing RenoSys materials are solely responsible for determining the suitability and compatibility of the RenoSys products for their application. RenoSys will not be responsible for materials reaction to water, substrate, soil or pool chemicals.

Geo-textile fabric underlayment of 100% polyester approximately 150 mils thick to isolate and separate the RenoSys PVC Membrane from the pool wall and floor. Depending on field conditions the use of a factory applied of equivalent quality Felt-back membrane product will be utilized. Geo-textile is an "if required" product and may not be applicable on every project. RenoSys shall be the sole agent to determine if Geo-Textile is necessary for your project.

Provide as required PVC coated RenoSys Metal to make for a satisfactory installation. Sanitizing agents to be applied as required onto the pool substrate to discourage microbial growth under the membrane system. Adhesives as required to attach the Geotextile fabric or membrane to the pool, or the membrane to the Geotextile. Flanges of 1/4" Hard White PVC, custom fabricated for use at all membrane penetrations where required.

The PVC membrane liner and liner installation shall be warranted against leakage for a period of (10) years. Deck caulking, concrete work, and any other work shall be warranted for a period of not less than one (1) year or the manufacturers' warranty period, whichever is greater. Pool equipment shall carry the manufacturer's warranty. We propose to provide and install the above system including: sanitizing, adhesives, RenoFelt, RenoSys 60 mil reinforced membrane, all compression flanges, hardware installation, and incidental equipment to make for a satisfactory installation. This quote also includes: general site clean-up and training of the owner's representative in operation and maintenance of the PVC membrane.

ARS shall maintain the right to salvage any fittings, PVC membrane or equipment replaced in the course of executing this installation contract. Standard material overages are supplied for the efficient execution of the project. Any excess material shall remain the property of ARS.

This proposal is based upon an assumption that the pool is of sound substrate suitable for mechanically fastening standard 1/4" to 3/16" sleeve anchors and other drive type fasteners to secure the membrane system at the perimeter and around pool penetrations. Hidden or unforeseen site conditions are to be repaired, if possible, at additional cost to the owner. ARS will execute the change orders prior to commencing work.

Initial _____

Page 2 of 3

Visit us on the web at... "www.renosys.com"

RenoSys Corporation

2825 East 55th Place • Indianapolis, IN 46220

Phone: 800.783.7005 • 317.251.0207

Fax: 317.251.0360 • e-mail: "renosys@aol.com"



By entering into this contract, ARS assumes no responsibility for the correctness of the swimming pools depth in any area of the existing pool. The existing depth of the pool, diving hopper and any modifications required due to any misinformation in their regard are the responsibility of the purchaser. It shall remain the owner's responsibility to assure that all depths, safety features, and markings in the pool comply with applicable local and state pool codes.

Warranties for the completed scope of work will go into effect when the project is paid in full. There will be no warranties, or guarantees given, expressed or implied, by ARS, RenoSys Corporation or its agents except those provided in the official issued Warranty, as stated herein. The warranty offered covers only the pool shell membrane (and/or

deck surface membrane if included in the contract) and excludes any contracted work associated with an existing perimeter overflow gutter system. In no event will ARS, RenoSys Corporation or its agents be held liable for any consequential or other damages whatsoever unless agreed upon in writing.

Unless other arrangements are made in advance and stipulated as part of this contract; others are responsible for removing, storing and re-installation of all obstructions that would hinder our work. These items include, but are not limited to: bulkheads, ladders, handrails, climbing walls, water features, equipment, furnishings, pool covers, etc...

The use of the pool by the owner, or those authorized to use the pool by the owner, shall constitute final completion and acceptance of the project by the owner. Issues that may arise with the pool subsequent to final completion shall be addressed in accordance with the terms and conditions of the warranty set forth herein. The parties specifically agree that any warranty issue, or a possible controlled leak, such as through a weep hole, shall not be reason for delayed payment of the amounts due under the terms and conditions of the contract.

RenoSys Installation Requirements:

This agreement must be executed and returned with the required "start-up" payment. This is to ascertain your understanding of the scope of work, our quote, and your responsibilities in the successful execution of your project. It is our intention to have your project go smoothly and be completed on schedule and within the budgeted amount. Your informing us of any potential complications before construction begins can save time and money. We sincerely want your project to be a model of success on which we all will look back with pride. Your assistance in accommodating our following needs will help us to better serve you.

Unless otherwise specifically noted in our quotation, ARS is expecting the following services and amenities to be freely available to our crews:

- 1.) Restroom facilities.
- 2.) Water with at least 40 lbs. of pressure within 50 feet of pools.
- 3.) 110 electric service & 230V, 60-amp service (when applicable for metal welding) within 50 feet of pools.
- 4.) Clear and reasonable access to the pool.
- 5.) Pools & pool decks are to be drained and/or generally clean upon arrival of our crew.
- 6.) It is expected that our crews will have complete access to the facility to work unrestricted hours at no additional cost to ARS.
- 7.) Provide parking for our vehicles at no charge to Aquatic Renovation Systems, Inc.

Photos and/or videos may be taken of your project for our own quality internal communication, advertising and marketing purposes. It is to be understood that ARS will be using such photos and videos for general marketing purposes.

Crews are under instructions to accept no direction from anyone onsite unless it is agreed upon in writing prior to work commencing. Please direct all communication regarding scope of work or request modifications to your assigned ARS project manager. Owner shall appoint one individual who will act as the "OWNERS REPRESENTATIVE" to answer questions that may arise.

The RenoSys PVC membranes are a reflective material, and any existing depressions, pits, cracks, voids, or future thereof, may remain visible upon completion, or over time.

Unless otherwise noted this quotation does not cover: special conditions, state, local or use taxes, Union affiliates, Davis-Bacon Wages, or differing site conditions from those detailed.

I have read and understand the information contained on the reverse side of this contract, conditions, installation, and quotation and agree to the terms within.

For **Aquatic Renovation Systems, Inc.**

For **City of Corsica, SD**

_____ Date _____
Heather Chase/President

_____ Date _____

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RenoSys Corporation

2825 East 55th Place • Indianapolis, IN 46220

Phone: 800.783.7005 • 317.251.0207

Fax: 317.251.0360 • e-mail: "renosys@aol.com"

WARRANTY DEED

*J.P. Stankis and
Mollie S. Stankis*

TO

STATE OF SOUTH DAKOTA)
COUNTY OF *Saugus*) ss

Office of Registrar of Deeds

Filed for record this *10th* day of

July A. D. 19*24*, at

1 o'clock and *30* minutes P. M.

and recorded in Book *31* of Deeds

on page *33*

Oliver S. Knapp

Register of Deeds.

By *James P. Munroe*

Deputy.

Fees, \$ *6.2*

The following quotation from the session laws of 1911 is not a part of the within instrument and is not to be recorded, but is for the information of the grantor and grantee.

"Every such instrument (Warranty Deed), duly executed as required by law, shall be a conveyance in fee simple of the premises described to the grantee, his heirs and assigns, with covenants on the part of the grantor, his heirs and personal representatives, that he is lawfully seized of the premises in fee simple, and has a good right to convey the same; that the premises are free from all incumbrances; that he warrants to the grantee, his heirs and assigns, the quiet and peaceable possession thereof; and that he will defend the title thereto against all persons who may lawfully claim the same. And such covenants shall be obligatory upon any grantor, his heirs and personal representatives, as fully and with like effect as if written at length in such deed."

KNOW ALL MEN BY THESE PRESENTS:

J. F. Faubel and Hattie L. Faubel

grantor of *Douglas* County,

State of *S. Dak.* for and in consideration of

Sixteen Hundred # Dollars,

GRANTS, CONVEYS AND WARRANTS TO

The Town of Corsica

grantee, of *Corsica S. Dak.* P. O., the following described

real estate in the County of _____ in the State of South Dakota:

Lots 1-3-4-5-6-7-8-9 and 10 in Block 26, Faubel 1st addition to Town of Corsica, S. Dak.



Dated this *22nd* day of *Sept* 19*23*
J. F. Faubel
Hattie L. Faubel

STATE OF SOUTH DAKOTA, }
Douglas COUNTY. } SS

On this *22nd* day of *Sept* in the year 19*23*, before me

N. M. Jaughunder a *Notary Public*
in and for said County and State, personally appeared *J. F. Faubel*
and Hattie L. Faubel

known to me to be the persons who *are* described in and who executed the within and foregoing instrument and acknowledged to me that *They* executed the same.

N. M. Jaughunder
Notary Public
My Commission Expires *July 25 - 1929*



WARRANTY
DEED

Corvix Holding Co,

a corporation

TO

Town of Corvix

Ill.

STATE OF SOUTH DAKOTA,)

County of Douglas)^{SSS}

Filed for record this 30th day of

July A. D., 19 42 at

3 o'clock P.M., and recorded in

Book 35, Page 129

Matthie E. Germain
Register of Deeds

By Ann T. Germain
Deputy

Fees, \$ 6.00



KNOW ALL MEN BY THESE PRESENTS

Corsica Holding Co., a corporation,

grantor, of Douglas County,

State of South Dakota for and in consideration of

ONE HUNDRED and no/100 (\$100.00) DOLLARS

GRANTS, CONVEYS AND WARRANTS TO

Town of Corsica

grantee, of Corsica, South Dakota, P. O. the following described

real estate in the County of Douglas, in the State of South Dakota:

Lots Three (3), Four (4), Five (5) and Six (6), in Block

Twenty Seven (27), in the Town of Corsica.

This deed is executed and delivered in compliance with an order confirming sale of real estate, made and entered on June 19, 1942, by the Circuit Court, First Judicial Circuit, in and for Douglas County, South Dakota, a certified copy of which order was recorded in the office of the Register of Deeds of Douglas County, South Dakota, on July 10, 1942, at 2:30 P. M., in Book 9 of the Miscellaneous Record, on page 630.

Dated this 11th day of July, 1942.

CORSICA HOLDING CO.
By Fred Lichtenberg Its President
And James Menning Its Secretary

STATE OF SOUTH DAKOTA } ss.
County of DOUGLAS.

On this 14 day of July in the year 1942, before me, [Signature], the undersigned officer, personally appeared Fred Lichtenberg, President, and James Menning, Secretary, known to me (or proved to me on the oath of [Signature]) to be the President and Secretary respectively of the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

[Signature]
Notary Public Douglas County
South Dakota.

My commission expires: 7/14/43

Warranty Deed

STATE FORM

Henry Vander Pol and

Margaret Vander Pol

TO

Town of Corsica

STATE OF SOUTH DAKOTA,

County of Daugher, ss.

Filed for record this 27th day of

February, 1948, at

4:15 o'clock PM, and re-

corded in Book 36 of

Deeds, on Page 589.

Ann Vander Pol

Register of Deeds.

By Walter E. Zimmerman

Deputy.

Fee 6.87.

When Recorded Return to

IMBCE

Henry Vander Pol and Margaret Vander Pol, husband and wife Grantor of
 Douglas County, State of South Dakota
 for and in consideration of One Dollar and other valuable consideration -
 - - - - - DOLLARS

GRANTS, CONVEYS, AND WARRANTS TO the Town of Corsica

Grantee, of Corsica, South Dakota P. O., the following described real estate in the
 County of Douglas in the State of South Dakota.

to wit:

Lot Seven (7) in Block Twenty-seven (27) in
 Faubel's Addition to the town of Corsica.

Henry Vander Pol
Margaret Vander Pol

Dated this -10th- day of -February-, 19 48-

State of South Dakota }
 County of Douglas } ss.

On this the 10th day of February, 19 48, before me

R. L. Dice, the undersigned officer, personally appeared Henry
 Vander Pol and Margaret Vander Pol, husband and wife,
 known to me or satisfactorily proven to be the persons
 whose names are subscribed to the within instrument and acknowledged that they
 executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

My Commission Expires October 26, 1951
R. L. Dice
 Title of Officer, Notary Public

QUIT CLAIM DEED

Corsica Volunteer Fire Department Incorporated, a grantor of Douglas County, State of South Dakota, for One Dollar and other good and valuable consideration GRANTS, CONVEYS, and QUIT CLAIMS to City of Corsica, grantee of PO Box 7, Corsica, South Dakota, 57328, P.O. all interest in the following described real estate in the County of Douglas, in the State of South Dakota:

Lots 8, 9, 10, 11, and 12, in Block 27, Faubel's First Addition to the City of Corsica, Douglas County, South Dakota.

Exempt from transfer fee, SDCL 43-4-22(2).

Dated this 31st day of May, 1992.

Corsica Volunteer Fire Department

BY: Darrell Warden Hook

ITS: Fire Chief

ATTEST: Troy Z Boudreau

STATE OF SOUTH DAKOTA)
 : SS
COUNTY OF DOUGLAS)

I, Bradley D. Kerner, a notary public, do hereby certify that on this 31st day of May, 1992, personally appeared Darrell Warden Hook, who being by me first duly sworn, declared that he is the President/Fire Chief of Corsica Volunteer Fire Department, that he signed the foregoing document as President/Fire Chief of the corporation, and the statements therein contained are true.

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

Bradley D. Kerner
Notary Public

My Commission expires: OCT 23, 1998



STATE OF SOUTH DAKOTA
DOUGLAS COUNTY
Filed for Record the 9 Day of
June A.D., 1992
at 8:30 o'clock, A M.
Randall Larson
Randall Larson, Register of Deeds
Book 55 Page 478

