

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA

Regular Meeting
5:00 p.m. Monday, April 6, 2020

Public comments are welcomed, but no action can be taken by the Commission on comments received at this meeting. Anyone wishing to have the Commission vote on an item should call the Finance Office at 578-2600 by 5:00 p.m. on the Wednesday preceding the next scheduled meeting to be placed on the agenda.

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVE MINUTES of March 16, March 25, March 30, 2020 and BOARD OF EQUALIZATION MINUTES of March 16, 2020**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**
6. **CONSENT AGENDA**

Matters appearing on Consent Agenda are expected to be non-controversial and will be acted upon by the Commission at one time, without discussion, unless a member of the Commission requests an opportunity to address any given item. Items removed from the Consent Agenda will be discussed at the beginning of New Business

- A. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Rick Whitelock and Julia A. Laurenti.
- B. Permission to increase wages for the following part-time employees to \$12.50 per hour retroactive to March 8, 2020 per new part-time wage scale. Rec Center: Anna Campbell, Hannah Campbell, Brittney Case, Sage Forsting, Rebecca Groeger, Rachel Janssen, Kaitlyn Meade, Valerie Meiners, Adriane Melcher, Bradley Morgan, Aaron Olinger, Brandon Russell, Edmund Ryan, Hailey Trewhella and Jennifer Widener. Historic Preservation: Barbara Fosheim. Library: Jenna Fowls and Lili Sjomeling. Fire: Sandra Glover. Parking Ramp: Andrew Goodwin.
- C. Permission for Mayor to sign contract with GTI Companies for City Hall Parking Lot Project.
- D. Acknowledge the Library Board hiring Patricia Brown as Library Director at \$50,000.00 year effective April 1, 2020.
- E. Accept resignation from Parks Department employee Riley Lundquist effective April 7, 2020.
- F. Accept resignation from Rec Center employee Valerie Meiners effective March 26, 2020.
- G. Accept resignation from Rec Center employee Conor Aldridge effective April 7, 2020.
- H. Permission to add Public Works Seasonal Technician Position to part-time/seasonal wage scale with a starting wage of \$14.50 per hour.
- I. Permission to advertise for Public Works Seasonal Technician Position.

- J. Permission to promote Andrew Larvie back to certified police officer position effective 4/4/2020 at the pay rate of \$24.68 per hour.
- K. Permission to advertise for Community Service Officer position in-house for 5 days and then in official newspaper.
- L. Permission to hire Jeffery Rodriquez, II as a certified police officer at \$24.31 per hour effective April 21, 2020, pending pre-employment screening.
- M. Permission to purchase 6500 gallons of gas at \$1.12 per gallon from Southside Oil.
- N. Permission to enter into contract with Albertson Engineering for Professional Services in the amount not to exceed \$70,000.00 for retaining wall projects and other engineering needs as budgeted in HP Professional Services.
- O. Permission to enter into contract with BDT Architects & Design for Deadwood Event Complex Wayfinding project in an amount of \$3,800.00 for HP Public Education line item.
- P. Permission to enter into contract with Jaci Conrad Pearson for Oral History Project in amount of \$6,750.00 as budgeted in HP Archives line item.
- Q. Permission to enter into contract with Tree Wise Men for tree trimming in Mt. Moriah Cemetery in the amount not to exceed \$16,450.00 as budgeted in the Historic Cemeteries Enterprise Fund.
- R. Permission to make 2020 Budget Allocation to Teen Court in the amount of \$8500.00. (To be paid from Bed & Booze -\$4500- and Police -\$4000)
- S. Resolution 2020-13 Declare Surplus Property
- T. Resolution 2020-14 Establish Cash Designations for 2019
- U. Permission to write off 2018 uncollectable accounts receivable bill in the amount of \$868.50, for damage done to City property.
- V. Permission to hire Northern Hills Homes to do body repairs on Trolley #4 in the amount of \$6,995.00. (To be paid from Trolley Repairs budget, insurance funds received in 2019.)
- W. Permission to Pay Donarski Lawncare and Landscaping \$3,732.50 for Miller Street Tree and Debris Clean-up. (To be paid from Parks Professional Services.)
- X. Approve Resolution 2020-12 To Surplus Police Asset
- Y. Permission to hire Rasmussen Mechanical to replace roof top unit at Fire Hall in the amount of \$18,736.00 (to be paid from Public Buildings)
- Z. Allow use of Sherman Street lot from 8:00 a.m. to 12:00 p.m. on May 28 2020 for Lead-Deadwood School District 4th and 5th Grade Triathlon. (pending CDC guidelines on all public gatherings)
- AA. Allow use of public property at the Event Complex on Saturday, September 10, 2020 for Black Hills Veterans March and Marathon. Deposit has been received.
- BB. Allow use of public property at the Event Complex on September 17 through September 20 for Black Hills Jeep Jamboree
- CC. Allow use of Sherman Street lot on Saturday June 20, 2020 for the Big Mick

7. BID ITEMS

- A. Results of bids opened at 2:00 p.m. on March 24 for Installation of the Infrastructure related to TIF #12 Affordable Housing Stage Run. Bid Bond and acknowledge of Addendum #1 were received. Staff recommends rejecting bid due to over budget.

A&L Contractors – Base Bid \$419,202.60

8. PUBLIC HEARINGS

- A. Hold public hearing for Retail (on sale) Liquor – Restaurant License for Scott Jacobs Brewery at Jacobs Brewhouse at 79 Sherman Street
- B. Hold public hearing for Retail (on sale) Liquor – Restaurant License for Mustang Sally's at 634 Main Street
- C. Set public hearing on April 20 for Wednesday Night Summer Concert Series at Outlaw Square: open container select Wednesdays May 27 through September 9.
- D. Set public hearing on April 20 for Wild Bill Days Event: street closure June 18 through June 21, open container in zones 1 and 2 June 19 and 20, use of public property June 19, waiver of banner and vending fees June 19 and 20 for the following non-profits: Deadwood Chamber and Northern Hills Alliance for Children.
- E. Set public hearing on April 20 for Legends Ride: street closure, waiver of banner fees on August 10
- F. Set public hearing on April 20 for Motorcycle Parking: parking on Main Street Sunday, August 2 through Sunday, August 16, parking in Interpretive Lot Thursday, August 6 through Sunday, August 16
- G. Set public hearing on April 20 for Days of '76 Event: ~~waiver of vending fees July 21 through July 25~~, waiver of user fees July 17 through July 31, street closure July 24 and July 25, open container July 18 through July 25 and grant special liquor license to Days of 76 Committee from July 21 through July 25

9. OLD BUSINESS

10. NEW BUSINESS

- A. Permission to enter into contract with Affordable Creative Engineering Services for Civil Engineering and Construction Administration Services for the City Hall Parking Lot Project in the amount of \$15,080.00, to be paid from P&T budget.
- B. Permission to enter into contract with American Engineering Testing Inc. for construction materials testing services for the City Hall Parking Lot Project in the amount of \$5,718.00, to be paid from Streets budget.
- C. Permission to approve amended First Amendment to Land Lease Agreement from December 7, 2009 between City of Deadwood, a South Dakota municipal corporation ("Landlord") and CommNet Cellular Inc. d/b/a Verizon Wireless ("Tenant"), Cell Tower Site located above the Mt. Moriah Cemetery.
- D. Act as Board of Adjustment and Consider Final Plat of Stewart/Terrace Neighborhood Legally Described as: Lots 1A, 1B, 1C and Dedicated Public Right of Way of Highland Addition to the City of Deadwood,

Lawrence County, South Dakota Formerly a Portion of Tracts 1 and 2 of Highland Addition, Portions of Probate Lots 8, 168, 298 and Vacated Terrace Street located in the NW1/4 of Section 26, T5N, R3E, B.H.M. Planning and Zoning Commission approved on April 1, 2020.

- E. Approve Black Hills Doors to install two LA400 operators and one KPW250 wireless keypad for the gate at Mt. Moriah Cemetery in the amount of \$6,514.00. (To be paid from Historic Cemeteries Enterprise Fund, budgeted)
- F. Authorize the Deadwood Historic Preservation office to have 100,000 Mt. Moriah Cemetery brochures printed for the 2020 tourist season with MS Mail in the amount of \$14,355.00. (To be paid from Historic Cemeteries Enterprise Fund, budgeted)
- G. Permission to advertise for the Installation of the Infrastructure related to TIF #12 Affordable Housing Stage Run and set Bid opening for Thursday, April 30 at 2pm at which time the bids received will be publicly opened and read, with results presented on Monday May 4 at 5:00 to the City Commission

11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

12. EXECUTIVE SESSION

Executive Session for Legal Matters per SDCL1-25-2 (3) with possible action

Executive Session for Personnel Matters per SDCL1-25-2 (1) with possible action

13. ADJOURNMENT

This will be a Public Meeting conducted through an online meeting program called Zoom. To participate,

Time: Apr 6, 2020 5:00 PM

Join Zoom Meeting

<https://zoom.us/j/6055782082>

Meeting ID: 605 578 2082

One tap mobile:

1-346-248-7799 or 1-669-900-9128

Please practice the CDC's social distancing recommendations

Please be considerate of others and if you no longer have business activities during the meeting do not feel obligated to remain

REGULAR MEETING, March 16, 2020

The Regular Session of the Deadwood City Commission convened on Monday, March 16, 2020 at 1:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners Michael Johnson, Sharon Martinisko, and Charlie Struble, and Gary Todd. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Struble moved, Todd seconded to approve the minutes of March 2, 2020. Roll Call: Aye-All. Motion carried.

APPROVAL OF DISBURSEMENTS

Martinisko moved, Johnson seconded to approve the March 16, 2020 disbursements. Roll Call: Aye-All. Motion carried.

4PAWS BROADCASTING	SERVICE	175.00
AASLH MEMBERSHIP	RENEWAL	118.00
ACE HARDWARE	SUPPLIES	186.27
ALBERTSON ENGINEERING	PROJECT	3,427.81
AMAZON	SERVICE	5,226.00
AUGUSTANA COLLEGE	CONFERENCE	250.00
BARCO PRODUCTS	SUPPLIES	182.22
BDTAID	SIGNS	541.20
BIG TEX TRAILER WORLD	SUPPLIES	210.00
BH CHEMICAL	SUPPLIES	282.75
BH COUNCIL	ASSESSMENT	783.00
BH ENERGY	SERVICE	32,190.69
BH LAND ANALYSIS	FIREWISE	4,200.00
BH PIONEER	SERVICE	1,297.98
BH SPECIAL SERVICES	CLEANING	630.00
BLOOMERS	PLANT	60.23
BOYS & GIRLS CLUB	ALLOCATION	3,500.00
BRANDON INDUSTRIES	SIGNS	1,182.00
BUTLER MACHINERY	SUPPLIES	399.78
BUTTE COUNTY EQUIPMENT	PAYMENT	1,251.16
CENTURY BUSINESS PRODUCTS,	CONTRACT	330.40
COCA COLA	SUPPLIES	480.00
COMMERCIAL DOOR	PROJECT	10,924.20
CULLIGAN	SUPPLIES	109.25
DEADWOOD ALIVE	MARCH	10,000.00
DEADWOOD CHAMBER	BILL LIST	95,635.50
DEADWOOD ELECTRIC	SERVICE	1,035.37
DEADWOOD GAMING	BID #8	34,000.00
DEADWOOD HISTORY	DONATION	500.00
DEADWOOD LEAD 76ERS	DONATION	500.00
DEADWOOD SOCIAL CLUB	LUNCHEON	394.59
DIGGER AAU WRESTLING	DONATION	1,000.00
EAGLE ENTERPRISES	SUPPLIES	576.00
EMERY-PRATT	BOOKS	33.77
ESRI	MAINTENANCE	16,600.00
FED EX	SHIPPING	14.11
FERBER ENGINEERING	SERVICE	1,380.00
FIB CREDIT CARDS	SUPPLIES	1,528.14
GALLS	SUPPLIES	153.46
GARDNER CONSTRUCTION	SERVICE	1,560.00
GAYLORD BROS.	SUPPLIES	17.68
GOLDEN GANG	DONATION	250.00
GOLDEN WEST	SERVICE	1,686.00
GOOD HOUSEKEEPING	SUBSCRIPTION	19.97
GRASSROOTS ADVISORS	TABLET	328.14
GTI COMPANIES	SERVICE	937.50
HANDLEY RECREATION CENTER	DONATION	800.00
HAWKINS	SUPPLIES	1,071.01
HISTORIC RAPID CITY	GRANT	5,000.00
INTERSTATE BATTERY	SUPPLIES	200.40
JOHNSON ELECTRIC	PROJECT	388.66
JOHNSON, TRACIE	PROJECT	612.61
KARL'S	SUPPLIES	648.88
KNECHT	PROJECT	1,440.64
KONE	MAINTENANCE	486.80
L-D SCHOOL DISTRICT	DONATION	500.00
L-D YOUTH SOCCER	DONATION	1,000.00
LAWRENCE CO. REGISTER	RECORDING	300.00
LDHS DIGGER TRACK	DONATION	500.00
LEAD-DEADWOOD AREA LIONS	DONATION	500.00
LEAD-DEADWOOD BASEBALL	DONATION	1,000.00
LEAD-DEADWOOD BOOSTER CLUB	DONATION	500.00
LEAD-DEADWOOD CLOTHE-A-KID	DONATION	500.00
LEAD-DEADWOOD POST PROM	DONATION	500.00
LEAD-DEADWOOD SANTA SHOP	DONATION	2,000.00
LEAD-DEADWOOD SANITARY	SERVICE	26,148.46
LEAD-DEADWOOD SCHOOL	ELECTION	9.84
LEAD-DEADWOOD SCHOOL CHOIR	DONATION	575.00
LEAD-DEADWOOD YOUTH FOOTBALL	DONATION	808.58
LOWE ROOFING	REPAIRS	4,955.00
M&M SANITATION	RENTAL	120.00
MANN SIGNS	SIGNS	1,925.00
MARCO	CONTRACT	487.60

REGULAR MEETING, March 16, 2020

MCGRATH, RHONDA	REIMBURSEMENT	374.00
MIDWEST TAPE	DVDS	113.20
MDU	SERVICE	377.44
NATIONAL ASSOCIATION	MEMBERSHIP	75.00
NEBRASKA SALT & GRAIN	SUPPLIES	470.00
NETWORK SERVICES	SUPPLIES	77.92
NHS OF THE BLACK HILLS	CONTRACT	8,877.50
NORTHERN HILLS TECHNOLOGY	SERVICE	32.50
OFFICE DEPOT	SUPPLIES	51.48
PITNEY BOWES	LEASE	250.05
POWERPLAN	SUPPLIES	97.95
QUIK SIGNS	SIGNS	1,135.80
RAPID DELIVERY	DELIVERY	14.66
RAPID SPA	SUPPLIES	210.96
RCS CONSTRUCTION	PROJECT	13,232.50
REALTORS FOR KIDS	DONATION	1,000.00
REGIONAL HEALTH	TESTING	35.00
RITZ, JODY	PROJECT	801.93
RODGERS, BARRY	REIMBURSEMENT	64.60
SANDER SANITATION	SERVICE	11,220.03
SANTOCHI, TREVOR	PROJECT	4,901.00
SD COMMISSION ON GAMING	CITY SLOTS	29,829.55
SD DEPT. OF CORRECTIONS	FIREWISE	3,083.06
SD DEPT. OF REVENUE	TAX	2,538.67
SD HISTORICAL SOCIETY	SPONSOR	1,000.00
SD NARCOTICS OFFICERS	REGISTRATION	50.00
SD ONE CALL	SERVICE	4.48
SOUTHSIDE OIL	DIESEL	11,265.45
SOUTHSIDE SERVICE	SERVICE	251.55
SPECTRUM EQUIPMENT	SNOMELTER	33,500.00
STURDEVANT'S	SUPPLIES	435.81
SUMMIT SIGNS	SIGNS	82.50
SUNSHINE TOWING	SERVICE	608.00
TALLGRASS LANDSCAPE	PROJECT	1,600.00
TERRONES, LUIS	PROJECT	480.00
THE LORD'S CUPBOARD	RECYCLING	44.10
TOMS, DON	PROJECT	600.00
TRIANGLE D	WORKSTATION	5,975.41
TRIDLE, JOHN	REIMBURSEMENT	129.88
TWILIGHT	SUPPLIES	105.93
TWIN CITY CLOTHING CENTER	DONATION	750.00
VERIZON CONNECT	SERVICE	109.75
VIEHAUSER ENTERPRISES	SERVICE	179.96
WASTEQUIP	SUPPLIES	3,757.84
WEST RIVER MASONRY	PROJECT	1,377.55
WESTENDORF, RANDY	PROJECT	2,409.98
WINTER CONSTRUCTION	PROJECT	1,228.00

Total \$433,877.64

ITEMS FROM CITIZENS ON AGENDA

Award

Fire Chief Rakow presented certificate to Bill Glover for 35 years of service as a volunteer firefighter. Commission thanked him for his years of service.

TIF

Kevin Wagner, Deadwood-Lead Economic, stated the resolution is non-binding for a project plan in a TIF District boundary. He stated this will be the second phase of Stage Run Development. Commissioner Todd questioned the TIF versus debt. Toby Morris, Dougherty & Company, recommended examining each TIF separately to see the benefit. He also stated this is not constitutional debt, if city chooses not to appropriate, the developer is responsible and that is where together, we match public finance with affordable housing. Commission thanked them for their time.

Census

Rita Marinoni, US Census, spoke to the Commission on the importance of US Census. She stated invitations to public went out last week, and can be completed by mail, phone, or by website. Commission thanked her for her time.

REGULAR MEETING, March 16, 2020

CONSENT

Martinisko moved, Johnson seconded to omit item I for separate consideration and approve the following consent items. Roll Call: Aye-All. Motion carried.

- A. Approve Special Alcohol License for Cadillac Jacks to serve liquor at Event Complex Saturday, June 6 from 4:00 p.m. to 10:00 p.m. for Deadwoods All In Freestyle Motocross Event. No public hearing necessary since license is on publicly owned property
- B. Allow use of public property at the Event Complex on Monday June 1 through Monday, June 8 for Deadwoods All In Freestyle Motocross Show. Deposit has been received.
- C. Approve updated contract with Chamber for the management of the Deadwood History & Information Center
- D. Approve updated contract with Chamber for the management and lease of the Deadwood Welcome Center
- E. Permission for Mayor to sign and renew parking lease with SD Commission on Gaming for five parking spots at Miller Lot at total of \$250.00 per month plus tax.
- F. Permission for Mayor to sign revised Memorandum of Agreement with Second Stage LLC. Recommended approval by the Planning and Zoning Commission on March 4.
- G. Accept resignation from Trolley Driver David Osborn effective March 5, 2020.
- H. Permission to advertise for a Patrolman in-house for five days and then in newspaper.
- I. Removed for separate consideration in New Business.
- J. Approve updated Employee Policy Manual; Sections 5.4 Call Back Pay, 5.5 On Call Pay, 5.6 Overtime and 5.7 Compensatory Time and make changes effective March 22, 2020.
- K. Permission to pay CMI \$7,150.00 for annual license for Justice. (2020 budgeted item for Police)
- L. Permission to pay Janke and Sons Trucking in the amount of \$3,700.00 for contracted services of snow removal. (To be paid from Streets budget)
- M. Permission to pay Rock Ridge Trucking in the amount of \$3,135.00 for contracted services of snow removal. (To be paid from Streets budget)
- N. Permission to pay BlackStrap in the amount of \$7,528.75 for sand and gravel. (To be paid from Streets budget)
- O. Permission to purchase three portable radios from Rushmore Communications, Inc. at a cost of \$6,482.40. (To be paid with proceeds awarded from the S.D. Drug Control Fund)
- P. Permission to move Lifeguards Hailey Trehwella and Brandon Russell from part-time to half-time, and Front Desk Receptionist Jennifer Widener from part-time to half-time with half-time benefits effective March 22, 2020. (Rec Center 2020 budgeted item)
- Q. Permission to pay Commercial Door for replacement of City Hall front doors in the amount of \$10,924.20; previously approved at \$8,900.00 on 10-21-19. Increase due to upgrade of solid oak doors. (To be paid from HP Capital Assets)
- R. Permission to hire Stanley Steemer for air duct cleaning at the Rec Center in the amount of \$7,415.00. (To be paid from Public Buildings Professional Services)
- S. Permission to pay Twin City Clothing Center \$2,500.00 for the 2020 budget allocation from Bed & Booze.
- T. Permission for Mayor to sign amendment to joint-funding agreement (20NTJFASD0059) for documenting and mapping surface geological material and historic features found in archaeological investigations associated with Four-Points Hotel Project.
- U. Permission for Mayor to sign contract with Donarski Lawn Care and Landscaping for Whitewood Creek Improvements Phase 4. (approved March 2)
- V. Permission for Mayor to sign loan agreement with North Dakota Historical Society – Chateau de Mores State Historic Site for traveling baseball exhibit.

REGULAR MEETING, March 16, 2020

BID ITEMS

Results

Mayor Ruth Jr. stated two bids were opened for South City Hall Parking Lot Reconstruction as advertised. Bid bonds and acknowledge of Addendums were included in the following bid submittals:

A&L Contractors – Base Bid - \$278,705.99; Alternate 1 - \$134,941.18

GTI Companies – Base Bid - \$241,993.08; Alternate 1 - \$127,144.50

Public Works Director Nelson Jr. stated Parking and Transportation recommended awarding both projects but circumstances with SD DOT partnership with Alternate 1, he recommends awarding Base Bid only to low bidder GTI in the amount of \$241,993.08. Martinisko moved, Johnson seconded to approve Parking and Transportation recommendation to award base bid to GTI Companies. Discussion with Alternate 1, which is the reconfiguring the intersection of Upper Main Street and Highway 14A was held. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS

Transfer

Public hearing was opened at 5:21 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed.

Todd moved, Struble seconded to approve Retail (on sale) Liquor License (RL-5995) transfer from Lamar Feed and Grain to Midnight Star, LLC at 677 Main Street. Roll Call: Aye-All. Motion carried.

All in One Motocross

Public hearing was opened at 5:22 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed.

Struble moved, Martinisko seconded to allow relaxation of the open container at the Event Complex on Saturday, June 6, 2020 from 4:00 p.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

Hops and Hogs

Public hearing was opened at 5:24 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was available to answer questions. Hearing closed.

Martinisko moved, Struble seconded to allow the relaxation of the open container ordinance on Main Street from Tin Lizzies Gaming Resort to Masonic Temple, Broadway Street from Wall to Shine, Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street and Lee Street from Pioneer Way to 83 Sherman Street on Friday, May 8, 2020 from 5:00 p.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to allow the relaxation of the open container ordinance on Saturday, May 9, 2020 from 12:00 p.m. to 10:00 p.m. for same area as approved on May 8, 2020. Roll Call: Aye-All. Motion carried.

Mickelson Trail Marathon

Public hearing was opened at 5:26 p.m. by Mayor Ruth Jr. Emily Wheeler, WEM, Inc., was available to answer questions. Hearing closed.

Todd moved, Struble seconded to approve the use of the Sherman Street Parking Lot on Saturday, June 6 and Sunday, June 7, and use of the Event Complex parking area from 5:00 a.m. to 3:00 p.m. on June 7, 2020. Roll Call: Aye-All. Motion carried.

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Wednesday Night Summer Concert Series/Open Container Discussion

Public hearing was opened at 5:28 p.m. by Mayor Ruth Jr.

Discussion was held on street closure. Mayor Ruth Jr. stated with the shootout at 6:00 p.m. on Main Street by Silverado, street closure should be at 6:30 p.m. instead of 2:00 p.m. to accommodate residents.

Discussion was held on Open Container. Lee Harstad, Deadwood Chamber, stated the Chamber board voted to have open container in zones 1 and 2 rather than just zone 3 to allow all Main Street Businesses to serve. Commissioner Todd questioned family event and concerns from residents. Harstad replies he has not heard of any concerns. Commissioner Martinisko stated open container through Town makes it an equal opportunity for all businesses, and was part of Squares purpose, to encourage people downtown. She also stated if there are problems, Commission can revoke and revisit in the future. Mike Rodman, representing BID 8 and 9 funding sources for the Square, stated it's important for businesses to have the opportunity to have that business during the event. Mayor Ruth Jr. stated City will rely on the Police Chief to indicate impact, the success rate and personnel for enough staff. After discussion, hearing closed.

Martinisko moved, Johnson seconded to approve Street Closure on Deadwood Street from Main Street to Pioneer Way from 6:30 p.m. to 11:00 p.m. on the following Wednesdays: May 27, June 3, June 10, June 17, June 24, July 1, July 8, July 15, July 22, July 29, August 19, September 2, and September 9, 2020. Roll Call: Aye-All. Motion carried.

Public hearing for open container will be set April 6 for April 20 meeting.

Set

Todd moved, Struble seconded to set public hearing on April 6 for Retail (on sale) Liquor – Restaurant License for Scott Jacobs Brewery at Jacobs Brewhouse at 79 Sherman Street. Roll Call: Aye-All. Motion carried.

Set

Martinisko moved, Johnson seconded to set public hearing on April 6 for Retail (on sale) Liquor – Restaurant License for Mustang Sally's at 634 Main Street. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Item I

Commissioner Martinisko stated the job descriptions in the packet had errors, which have been corrected. She stated the errors were in the sensory perceptions and mental demands section checklist, which are: color perception, handling conflict, make decisions with limited information, make non-routine or unexpected judgements, and operate in absence of clear expectations or procedures. Martinisko moved, Struble seconded to approve job descriptions for Public Works Part-Time Seasonal and Public Works Seasonal Technician as corrected. Roll Call: Aye-All. Motion carried.

Hire

Johnson moved, Martinisko seconded to promote Lieutenant Kenneth Mertens to Police Chief at \$80,000.00 per year retroactive to March 3, 2020 and appoint him as a member to the Event Committee and as Chairman for the Parking & Transportation Committee. Roll Call: Aye-All. Motion carried. Mayor Ruth Jr. thanked Mertens for applying and his commitment to Deadwood and the force. He also thanked Chief Fuller for all his accomplishments and service.

Resolution

Struble moved, Todd seconded to approve Resolution 2020-09 Support the Creation of a TIF District as amended. Roll Call: Aye-All. Motion carried.

CITY OF DEADWOOD RESOLUTION 2020-09

A RESOLUTION TO SUPPORT THE CREATION OF A TAX INCREMENT FINANCING DISTRICT IN DEADWOOD FOR THE DEVELOPMENT OF AFFORDABLE HOUSING

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WHEREAS, the city of Deadwood has a demonstrated lack of affordable housing; and
WHEREAS, SCR Deadwood 1, LLC has been working on a development to contribute inventory of affordable workforce housing; and
WHEREAS, in order to develop municipal infrastructure for the project, a Tax Increment Finance (TIF) District is needed for streets, water, sanitary, curb & gutter, and professional fees.
WHEREAS, the Developer acknowledges the price restrictions of the homes that are put forth on the potential Tax Increment District as defined by South Dakota Department of Revenue to ensure the District is classified as affordable housing.
WHEREAS, the Developer acknowledges that all infrastructure will be built to the City of Deadwood standards and codes.
WHEREAS, the City of Deadwood is a conduit of the Tax Increment District and is not liable for any potential debts the Developer will incur.
NOW, THEREFORE BE IT RESOLVED, the City of Deadwood Board of Commissioners hereby support SCR Deadwood 1, LLC based on the current information presented to Commissioners & City Staff as it continues its efforts toward the creation of a district and passage of a resolution approving the project plan. The City of Deadwood believes the need for affordable housing exists and will consider a proposed plan for a TIF to help fund affordable housing.

Dated this 16th day of March, 2020

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

Purchase

Transportation and Facilities Director Kruzel stated the barriers are upgraded barriers for blockades where needed, and the old ones will still be used. Commissioner Martinisko stated the barriers will have the City logo. Johnson moved, Martinisko seconded to approve the purchase of twelve (12) concrete security barriers with three (3) rectangular inserts from Peterson Manufacturing Company in an amount not to exceed \$12,000.00 including shipping, paid from Bed and Booze. Roll Call: Aye-All. Motion carried.

Purchase

Kruzel explained the equipment and the age groups for each game. Todd moved, Struble seconded to approve the purchase equipment from Exergames for the Rec Center in the amount of \$24,985.00 (Rec Center 2020 budgeted item.) Roll Call: Aye-All. Motion carried.

Change Order

Public Works Director Nelson Jr. explained change order is attributed to water main. Martinisko moved, Johnson seconded to approve Change Order #3 from Simon Contractors for Main Street Utility Improvement project in the amount of \$33,480.36, bringing total contract to \$1,317,004.81. Roll Call: Aye-All. Motion carried.

Agreement

Zoning Administrator Russell explained website redesign. Johnson moved, Todd seconded to approve to enter into a four-year agreement (with annual appropriations) with Municode to provide website redesign, hosting and support in the amount of \$5850.00 for two years. (To be funded by HP Professional Services Budget line item and City IT budget line item.) Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. Raffle permit received from Black Hills Shootist Assc. LTD. Drawing will be held on September 26, 2020 for various drawing. No action approves.
- B. Street Closure on Main Street from Tin Lizzie Gaming Resort to Mineral Palace. Kruzel anticipates the closure to be a week. Discussion was held about moving fence and traffic.

Wagner handed out Estimated Disaster Economic Injury Worksheet for Businesses. He explained the worksheet.

Attorney Riggins requested Executive Session for legal matters per SDCL 1-25-2(3) and personnel matters per SDCL 1-25-2 (1) with possible action.

REGULAR MEETING, March 16, 2020

ADJOURNMENT

Todd moved, Martinisko seconded to adjourn the regular session at 6:08 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) and personnel matters per SDCL 1-25-2 (1) with possible action. The next regular meeting will be on Monday, April 6, 2020.

After coming out of executive session at 7:08 p.m.

Martinisko moved, Johnson seconded to continue to pay trolley driver's their normal scheduled wages during the suspension of trolley services, effective March 16, 2020
Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to direct City Staff to contact Jim Doolittle in regards to COVID-19 letter received from the Police Union. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to close public access to City Hall effective March 17, 2020, due to the continued concerns with the COVID-19 pandemic. Business will continue via phone, email and internet methods. City Staff is meeting daily to keep lines of communication open and meet needs as they arise. Mayor Ruth was thanked for his leadership and continued efforts to support staff and keep communication lines open. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to approve updated part-time pay schedule. Roll Call: Aye-All. Motion carried.

Martinisko moved, Todd seconded to adjourn.

ATTEST: DATE: _____

Jessica McKeown, Finance Officer BY: _____
David Ruth Jr., Mayor

Published once at the total approximate cost of _____

SPECIAL MEETING, March 25, 2020

The Special Session of the Deadwood City Commission convened on Wednesday, March 25, 2020 at 12:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Finance Officer McKeown, Commissioner Gary Todd. City Attorney Quentin L. Riggins, Commissioners Michael Johnson, Sharon Martinisko, and Charlie Struble were available via Zoom. All motions passed unanimously unless otherwise stated.

Mayor Ruth Jr. asked all public comment be limited to three minutes to allow all individuals to speak. He asked City Attorney Riggins to give an explanation as to why the resolution and ordinance are almost identical.

Riggins thanked city staff for their work. He said in his opinion, the ordinance is the best method of stopping community spread of the virus however, ordinances need first and second reading which would take additional time. Therefore, he put together a resolution as well to accomplish immediate shut down of businesses in order to better protect the public while waiting for second reading of ordinance.

Matt Stiener, Nugget Saloon, asked what rights are as a business if needed to shut down. Mayor Ruth Jr. explained the resolution. Stiener was given a copy of the resolution.

Shawn Dardis, representing Deadwood Distillery, questioned what part of her business can be opened. Mayor Ruth Jr. explained what businesses can remain open. Dardis asked about artesian license versus a liquor license. Attorney Riggins and Mayor Ruth Jr. explained the difference.

Mayor Ruth Jr. closed public comment and read a comment received via email from residents Joe and Susan Schmitz.

Resolution 2020-10

Todd moved, Johnson seconded to approve Resolution 2020-10, an Emergency Resolution to address a public health crisis by implementing certain measure which have been deem necessary to slow the community spread of Coronavirus (COVID-19). Commissioner Struble acknowledged businesses that have been proactive. and know how hard it has been. She stated we are a strong community, and number one priority right now is the health and welfare of others. Commissioner Martinisko echoed Struble. Mayor Ruth Jr. stated there were businesses still open until the city told them to shut down for insurance purposes. Roll Call: Aye-All. Motion carried.

Resolution 2020-10

AN EMERGENCY RESOLUTION TO ADDRESS THE PUBLIC HEALTH CRISIS CAUSED BY THE CORONAVIRUS (COVID-19) BY IMPLEMENTING CERTAIN MEASURES WHICH HAVE BEEN DEEMED NECESSARY TO SLOW THE COMMUNITY SPREAD OF COVID-19.

WHEREAS, the City of Deadwood has the authority pursuant to SDCL 9-29-1 and 9-32-1 to pass resolutions for the purpose of promoting the health, safety, morals and general welfare, of the community and the promotion of health and the suppression of disease; and

WHEREAS, an outbreak of the disease COVID-19, which is caused by the novel coronavirus, has been confirmed in more than 100 countries, including the United States; and

WHEREAS, COVID-19 is a severe respiratory disease transmitted by person-to-person contact, or by contact with surfaces contaminated by the virus. In some cases, especially among older adults and persons with serious underlying health conditions, COVID-19 can result in serious illness requiring hospitalization, admission to an intensive care unit, and death; and

WHEREAS, the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), and the Secretary of the U.S. Department of Health and Human Services have declared the outbreak of COVID-19 as a public health emergency; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency in response to the global pandemic of COVID-19; and

SPECIAL MEETING, March 25, 2020

WHEREAS, on the same day, Governor Kristi Noem, issued Executive Order 2020-04 which declared a state of emergency to exist in the State of South Dakota in response to the spread of COVID-19; and

WHEREAS, cases of COVID-19 have been confirmed in several counties in South Dakota; and

WHEREAS, the CDC and health experts have recommended social distancing to slow the spread of COVID-19; and

WHEREAS, social distancing is a method of slowing down or stopping the spread of a contagious disease by reducing the probability of contact between infected persons and those not infected in order to minimize disease transmission; and

WHEREAS, in response to the need to implement social distancing all schools in the state have been closed for at least two weeks; and

WHEREAS, on March 16th, the White House issued guidance recommending that social gatherings of more than ten people be avoided and that people avoid eating or drinking at bars, restaurants, and food courts; and

WHEREAS, the guidance issued by the White House further recommended that in states with evidence of community transmission, bars, restaurants, food courts, gyms, and other indoor and outdoor venues where people congregate should be closed; and

WHEREAS, many states and communities across the country have already implemented the White House recommendations by ordering all bars, restaurants, food courts, gyms, and other indoor and outdoor venues where people congregate be closed until the public health emergency is over; and

WHEREAS, the failure to successfully implement social distancing will likely result in higher numbers of infected individuals and has the potential to overwhelm the capacity of the City's health care providers; and

WHEREAS, it is important that control measures be taken to reduce or slow down the spread of COVID-19 in order to protect the health and safety of the City's residents, especially for seniors and those with underlying health conditions that make them particularly vulnerable to COVID-19.

WHEREAS, on March 23, 2020, Governor Kristi Noem, issued an executive order recommending the suspension or modification of business practices as recommend by CDC guidance that involve ten or more people to be in an enclosed space where physical separation of at least six feet is not possible.

NOW THEREFORE, BE IT ORDAINED, by the City Commission of the City of Deadwood that:

1. Effective at 5:00 p.m. on March 25, 2020, all restaurants, coffee shops, bars, breweries, distilleries, wineries, clubs, cafes and other similar places of public accommodation offering food and beverages for on-site consumption, including any alcohol licensees with on-sale privileges, are closed to on-site/on-sale patrons. These businesses may continue to operate in order to provide take-out, delivery, curbside service, drive-thru service. Any business continuing to operate in order to provide off-site service should implement procedures to ensure social distancing and operate in compliance with federal and state health guidance in order to prevent the spread of COVID-19.
2. Effective at 5:00 p.m. on March 25, 2020, all casinos, poker rooms, gaming, recreational facilities, public pools, libraries, health clubs, athletic facilities, bingo halls, skating rinks, miniature golf and theaters, including music or entertainment venues are directed to close and cease operations. Casinos may remain open for the limited purposes for seven days to allow patrons to come forward to cash in any unclaimed winnings but no additional gaming shall be permitted during this time.

SPECIAL MEETING, March 25, 2020

3. Effective at 5:00 p.m. on March 25, 2020, all hookah lounges, cigar bars, vaping lounges or other similar business which allow for on-site consumption are directed to cease allowing on-site consumption, but may continue to offer products for sale to consume off-site under the same conditions as bars and restaurants outlined in paragraph #1.
4. Effective at 5:00 p.m. on March 25, 2020, businesses that offer massage, hair, nail, tattoo or similar services, including home-based businesses, are directed to close and cease operations.
5. The prohibitions and closures in this order do not apply to the following businesses:
 - a. Places of public accommodation that offer food and beverages for off-site consumption, including grocery stores, markets, retail stores that offer food, convenience stores and gas stations, hardware stores, pharmacies, drug stores, and food pantries, other than any portion of such business which would be subject to the requirements of paragraph #1.
 - b. Health care facilities, residential care facilities, congregate care facilities, and correctional facilities.
 - c. Crisis shelters, homeless shelters or other similar institutions.
 - d. Any emergency facilities necessary for the response to the current public health emergency or any other community emergency or disaster.
6. This resolution shall remain in effect until such time as it is amended and will be reviewed at each City Commission meeting to follow.
7. Any violation of this ordinance is Punishable as a class two misdemeanor. Each day a violation of this ordinance is allowed to occur is considered a separate offense.

Further, any violation of this ordinance also constitutes a public nuisance pursuant to Deadwood Municipal Ordinance 8.16.010 and SDCL 21-10-1. Failure to follow this resolution results in non-compliance with the direction from the Centers for Disease Control and the South Dakota Department of Health endangering the public health and safety. The City may take the steps necessary to abate any public nuisance caused by non-compliance with this resolution pursuant to Deadwood Municipal Ordinances 8.16.030 and 8.16.040 as well as Deadwood's police powers set forth in SDCL Ch. 9-29 and SDCL Ch. 21-10.

BE IT FURTHER ORDAINED, that, pursuant to SDCL 9-32-1 and 9-29-1, this resolution is necessary for the immediate preservation of the public peace, health, safety, and welfare of the City and Deadwood shall become effective immediately upon passage.

Dated this 16th day of March, 2020

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

Ordinance

Todd moved, Martinisko seconded to approve first reading of Ordinance #1310 Emergency Ordinance to address a public health crisis by implementing certain measures which have been deemed necessary to slow the community spread of Coronavirus (COVID 19). Commissioner Johnson stated churches are not listed but some churches throughout the area are closed and others making accommodations/changes on their own. Roll Call: Aye-All. Motion carried.

Ruth thanked everyone for their time and stated together as a community, we will get through this.

SPECIAL MEETING, March 25, 2020

ADJOURNMENT

Todd moved, Struble seconded to adjourn the special session at 12:28 p.m. The next special meeting will be on Monday, March 30, 2020 at 3:00 p.m.

ATTEST:

DATE: _____

Jessica McKeown, Finance Officer

BY: _____
David Ruth Jr., Mayor

Published once at the total approximate cost of _____

SPECIAL MEETING, March 30, 2020

The Special Session of the Deadwood City Commission convened on Wednesday, March 30, 2020 at 3:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Finance Officer McKeown, Commissioner Gary Todd. City Attorney Quentin L. Riggins, Commissioners Michael Johnson, Sharon Martinisko, and Charlie Struble were available via Zoom. All motions passed unanimously unless otherwise stated.

Ordinance

Todd moved, Martinisko seconded to approve second reading of Ordinance #1310 Emergency Ordinance to address a public health crisis by implementing certain measures which have been deemed necessary to slow the community spread of Coronavirus (COVID 19). Roll Call: Aye-All. Motion carried.

Resolution 2020-11

Finance Officer McKeown explained the shut off process. Commissioner Martinisko asked if this issue continues beyond May would city have to approve another Resolution. McKeown replied yes, this resolution on applies to the 3 months stated. Martinisko moved, Johnson seconded to approve Resolution 2020-11 Emergency Resolution to address the public health crisis caused by the coronavirus (COVID-19) to suspend water shutoffs for March – May 2020. Mayor Ruth Jr. stated the city is not waiving late fees for the service, just help ease the pressure for the residents. Roll Call: Aye-All. Motion carried.

Resolution 2020-11

AN EMERGENCY RESOLUTION TO ADDRESS THE PUBLIC HEALTH CRISIS CAUSED BY THE CORONAVIRUS (COVID-19) TO SUSPEND WATER SHUTOFFS FOR MARCH-MAY 2020.

WHEREAS, the City of Deadwood has the authority pursuant to SDCL 9-32-1 to pass resolutions in order for the promotion of health, safety, and suppression of disease in the community; and

WHEREAS, the City of Deadwood has deemed it to be in the public interest to suspend water shutoffs for April and May of 2020 due to financial hardships caused by COVID-19.

WHEREAS, the City of Deadwood has determined it will not shut off water due to nonpayment beginning on March 30, 2020. The city will still run past due notices for those customers who will be sixty (60) days past due at the end of the current month. Those notices will be mailed on the sixteenth (16th) of each month.

WHEREAS, this resolution shall remain in effect until May 31, 2020 unless extended by the Deadwood City Commission.

BE IT FURTHER ORDAINED, that, pursuant to SDCL 9-32-1+, this resolution is necessary for the immediate preservation of the public peace, health, safety, and welfare of the City and Deadwood, shall become effective immediately upon passage.

Dated this 30th day of March, 2020

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

Attorney Riggins requested Executive Session for legal matters per SDCL 1-25-2(3) and personnel matters per SDCL 1-25-2 (1) with possible action.

ADJOURNMENT

Martinisko moved, Struble seconded to adjourn the special session at 3:10 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) and personnel matters per SDCL 1-25-2 (1) with possible action. The next regular meeting will be on Monday, April 6, 2020.

After coming out of executive session at 3:50 p.m. Martinisko moved, Johnson seconded to allow department heads to direct those employees that are able to work remotely to do so as of March 31, 2020. Roll Call: Aye-All. Motion carried.

SPECIAL MEETING, March 30, 2020

Martinisko moved, Todd seconded to adjourn.

ATTEST:

DATE: _____

Jessica McKeown, Finance Officer

BY: _____
David Ruth Jr., Mayor

Published once at the total approximate cost of _____

PACKET: 04990 COMBINED - 4/7/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 111 COMMISSION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0966	PETTY CASH-FINANCE OFFI	I-033120	101-4111-422	PROFESSIONAL DEPT HEAD MEETING SUPPLIES	000000	18.71
01-1827	MS MAIL & MARKETING	I-11393	101-4111-426	SUPPLIES BUSINESS CARDS - JOHNSON	000000	25.50
DEPARTMENT 111 COMMISSION					TOTAL:	44.21
01-2394	GUNDERSON, PALMER, NELS	I-99701	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	8,197.00
DEPARTMENT 141 ATTORNEY					TOTAL:	8,197.00
01-0433	WELLMARK BLUE CROSS BLU	I-04012020	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,233.29
01-0742	OFFICE DEPOT	I-458039931001	101-4142-426	SUPPLIES TONER, FOLDERS - FINANCE	000000	244.59
01-0966	PETTY CASH-FINANCE OFFI	I-033120	101-4142-426	SUPPLIES CERTIFIED MAIL - FINANCE	000000	19.20
01-1171	A & B BUSINESS SOLUTION	I-IN713035	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	94.35
01-2394	GUNDERSON, PALMER, NELS	I-99152	101-4142-422	PROFESSIONAL LEGAL SERVICES	000000	3,825.00
01-3877	MUTUAL OF OMAHA	I-001072672957	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	16.46
DEPARTMENT 142 FINANCE					TOTAL:	7,432.89
01-0429	BLACK HILLS ENERGY	I-POWER 03/30/20	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	18.68
		I-POWER 03/30/20	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	18.22
		I-POWER 03/30/20	101-4192-428	UTILITIES WELCOME SIGN JCT HWY 385 & CLI	000000	17.08
		I-POWER 03/30/20	101-4192-428	UTILITIES 1 MILLER STREET	000000	21.42
		I-POWER 03/30/20	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	18.68
		I-POWER 03/30/20	101-4192-428	UTILITIES WELCOME SIGN DEADWOOD HILL	000000	25.92
		I-POWER 03/30/20	101-4192-428	UTILITIES SAMPSON STREET PUMP	000000	19.07
		I-POWER 03/30/20	101-4192-428	UTILITIES PRESSURE REG STATION	000000	219.42
		I-POWER 03/30/20	101-4192-428	UTILITIES GAYVILLE PUMP	000000	15.00
		I-POWER 03/30/20	101-4192-428	UTILITIES 1 MCKINLEY ST TRAFFIC LIGHTS	000000	58.25
		I-POWER 03/30/20	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	187.88
		I-POWER 03/30/20	101-4192-428	UTILITIES 565 MAIN STREET LIGHTS	000000	29.70

PACKET: 04990 COMBINED - 4/7/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY	continued				
		I-POWER 03/30/20	101-4192-428	UTILITIES 135 SHERMAN STREET LIGHTS	000000	60.96
		I-POWER 03/30/20	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	6,002.09
		I-POWER 03/30/20	101-4192-428	UTILITIES 398 WILLIAMS STREET LIGHTS	000000	30.62
		I-POWER 03/30/20	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	21.54
		I-POWER 03/30/20	101-4192-428	UTILITIES 610 BROADWAY STREET	000000	120.33
		I-POWER 03/30/20	101-4192-428-07	UTILITIES - F FIRE HALL	000000	697.03
		I-POWER 03/30/20	101-4192-428-07	UTILITIES - F 737 MAIN STREET FIRE HALL	000000	10.29
		I-POWER 03/30/20	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	35.89
		I-POWER 03/30/20	101-4192-428-19	UTILITIES - G 418 CLIFF STREET GATEWAY	000000	132.26
		I-POWER 03/30/20	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	59.15
		I-POWER 03/30/20	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	128.75
		I-POWER 03/30/20	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES STREET	000000	17.63
		I-POWER 03/30/20	101-4192-428	UTILITIES PUMP 119 DENVER AVENUE	000000	1,022.08
		I-POWER 03/30/20	101-4192-428	UTILITIES TRAFFIC LIGHTS 4 LANE	000000	51.78
		I-POWER 03/30/20	101-4192-428	UTILITIES 509 WILLIAMS STREET LIGHTS	000000	23.72
		I-POWER 03/30/20	101-4192-428	UTILITIES TIMMS LANE POLE BUILDING	000000	61.36
		I-POWER 03/30/20	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	494.33
		I-POWER 03/30/20	101-4192-428	UTILITIES 105 1/2 SHERMAN ST TRAFFIC LTS	000000	78.05
		I-POWER 03/30/20	101-4192-428	UTILITIES 102 WATER TANK LANE	000000	15.00
		I-POWER 03/30/20	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	215.21
		I-POWER 03/30/20	101-4192-428	UTILITIES 7 1/2 PECK STREET LIGHTS	000000	36.25
		I-POWER 03/30/20	101-4192-428	UTILITIES WILD BILL STATUE LIGHT	000000	15.00
		I-POWER 03/30/20	101-4192-428	UTILITIES 135 WILLIAMS STREET LIGHTS	000000	28.20
		I-POWER 03/30/20	101-4192-428	UTILITIES 34 LINCOLN AVENUE LIGHTS	000000	36.25
		I-POWER 03/30/20	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	28.79
		I-POWER 03/30/20	101-4192-428	UTILITIES 368 WILLIAMS STREET LIGHTS	000000	25.00
		I-POWER 03/30/20	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN ST	000000	701.05
		I-POWER 03/30/20	101-4192-428	UTILITIES 65 SHERMAN STREET	000000	1,425.52
		I-POWER 03/30/20	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	73.91
		I-POWER 03/30/20	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	17.88
		I-POWER 03/30/20	101-4192-428-03	UTILITIES - B CONSESSION STAND 16 CRESCENT	000000	227.25
		I-POWER 03/30/20	101-4192-428	UTILITIES PRV 180 CLIFF STREET	000000	146.81
		I-POWER 03/30/20	101-4192-428-17	UTILITIES - D DAYS OF '76 MUSEUM 40 CRESCENT	000000	3,073.23
		I-POWER 03/30/20	101-4192-428	UTILITIES 20 WABASH STREET LIGHTS	000000	26.95
		I-POWER 03/30/20	101-4192-428-04	UTILITIES - C 108 SHERMAN STREET CITY HALL	000000	2,401.71
		I-POWER 03/30/20	101-4192-428	UTILITIES 22 DUDLEY STREET LIGHTS	000000	29.00
		I-POWER 03/30/20	101-4192-428	UTILITIES 9 CEMETERY STREET LIGHTS	000000	18.32
		I-POWER 03/30/20	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	523.40
		I-POWER 03/30/20	101-4192-428	UTILITIES METHODIST MEMORIAL PARK	000000	25.80
		I-POWER 03/30/20	101-4192-428	UTILITIES CUTTING MINE DEADWOOD GULCH	000000	19.00
		I-POWER 03/30/20	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	482.81
		I-POWER 03/30/20	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DRIVE	000000	15.00
		I-POWER 03/30/20	101-4192-428	UTILITIES TICKET BOOTH/BATHROOM	000000	23.29
		I-POWER 03/30/20	101-4192-428	UTILITIES 301 CLIFF STREET	000000	1,144.70
		I-POWER 03/30/20	101-4192-428	UTILITIES PRV STATION 4 DAKOTA STREET	000000	285.38
		I-POWER 03/30/20	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	306.88
		I-POWER 03/30/20	101-4192-428	UTILITIES 178 SHERMAN STREET LIGHTS	000000	75.87
		I-POWER 03/30/20	101-4192-428-21	UTILITIES - W 501 MAIN STREET WELCOME CENTER	000000	1,022.48

PACKET: 04990 COMBINED - 4/7/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY	continued				
		I-POWER 03/30/20	101-4192-428	UTILITIES 46 FREMONT STREET LIGHTS	000000	45.09
		I-POWER 03/30/20	101-4192-428	UTILITIES 22 WASHINGTON STREET LIGHTS	000000	65.76
		I-POWER 03/30/20	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	368.61
		I-POWER 03/30/20	101-4192-428	UTILITIES 4 MT MORIAH ROAD LIGHTS	000000	33.03
		I-POWER 03/30/20	101-4192-428	UTILITIES MT MORIAH VISITORS CENTER	000000	422.46
		I-POWER 03/30/20	101-4192-428	UTILITIES 5 SIEVER STREET	000000	596.75
		I-POWER 03/30/20	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT STREET	000000	303.93
		I-POWER 03/30/20	101-4192-428-06	UTILITIES - D 15 CRESCENT STREET RODEO	000000	1,014.62
		I-POWER 03/30/20	101-4192-428	UTILITIES 7 1/2 SAMPSON STREET LIGHTS	000000	39.00
		I-POWER 03/30/20	101-4192-428	UTILITIES 62 FOREST AVENUE LIGHTS	000000	32.22
		I-POWER 03/30/20	101-4192-428	UTILITIES REDWOOD TANK	000000	171.73
		I-POWER 03/30/20	101-4192-428	UTILITIES PUMP 50 PLEASANT STREET	000000	37.06
		I-POWER 03/30/20	101-4192-428-12	UTILITIES - P DEADWOOD PAVILION	000000	111.38
		I-POWER 03/30/20	101-4192-428-12	UTILITIES - P 767 MAIN STREET	000000	20.56
		I-POWER 03/30/20	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BLDG	000000	102.00
		I-POWER 03/30/20	101-4192-428	UTILITIES WATER HEAT TAPE	000000	36.36
		I-POWER 03/30/20	101-4192-428	UTILITIES PRESSURE REDUCTION STATION	000000	299.60
		I-POWER 03/30/20	101-4192-428	UTILITIES FLAG 2 MOUNT MARIAH DRIVE	000000	44.39
		I-POWER 03/30/20	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVENUE	000000	696.83
		I-POWER 03/30/20	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.47
		I-POWER 03/30/20	101-4192-428	UTILITIES 8 DAKOTA STREET LIGHTS	000000	21.09
		I-POWER 03/30/20	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	62.90
		I-POWER 03/30/20	101-4192-428	UTILITIES 49 SHERMAN STREET LIGHTS	000000	162.17
		I-POWER 03/30/20	101-4192-428	UTILITIES 17 PLEASANT STREET LIGHTS	000000	27.63
		I-POWER 03/30/20	101-4192-428-24	UTILITIES - O 703 MAIN STREET	000000	945.87
		I-POWER 03/30/20	101-4192-428	UTILITIES 500 1/2 MAIN STREET	000000	63.02
		I-POWER 03/30/20	101-4192-428	UTILITIES 0 US HWY 14A TRAFFIC SIGNAL	000000	24.70
01-0433	WELLMARK BLUE CROSS BLU					
		I-04012020	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,926.82
01-0553	MONTANA DAKOTA UTILITIE					
		I-NATUR GAS 03/24/20	101-4192-428-04	UTILITIES - C CITY HALL	000000	654.85
		I-NATUR GAS 03/24/20	101-4192-428-14	UTILITIES - S CITY SHOP	000000	590.08
		I-NATUR GAS 03/24/20	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	324.16
		I-NATUR GAS 03/24/20	101-4192-428-07	UTILITIES - F FIRE HALL	000000	419.52
		I-NATUR GAS 03/24/20	101-4192-428-13	UTILITIES - R REC CENTER	000000	4,466.94
		I-NATUR GAS 03/24/20	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	402.64
		I-NATUR GAS 03/24/20	101-4192-428	UTILITIES GAYVILLE WATER HOUSE	000000	36.01
		I-NATUR GAS 03/24/20	101-4192-428-09	UTILITIES - H HARCC	000000	339.60
		I-NATUR GAS 03/24/20	101-4192-428-19	UTILITIES - G GATEWAY PLUMA	000000	59.41
		I-NATUR GAS 03/24/20	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	254.39
		I-NATUR GAS 03/24/20	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	239.29
		I-NATUR GAS 03/24/20	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	249.78
		I-NATUR GAS 03/24/20	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	1,031.24
		I-NATUR GAS 03/24/20	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	498.36
		I-NATUR GAS 03/24/20	101-4192-428-24	UTILITIES - O 703 MAIN OUTLAW SQUARE	000000	450.26
		I-NATUR GAS 03/24/20	101-4192-428-10	UTILITIES - L LIBRARY	000000	372.08

PACKET: 04990 COMBINED - 4/7/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU					
		C-2001-056149	101-4192-426-08	SUPPLIES - HI RETURN REF 2001-056053/HIST	000000	16.99-
		I-2002-061926	101-4192-425-07	REPAIRS - FIR OUTLET-SOFTENER SALT/FIRE HALL	000000	52.61
		I-2002-061935	101-4192-426	SUPPLIES PIPE TAP-HOSE BARB-CLAMP/PB	000000	19.96
		I-2002-062060	101-4192-425-10	REPAIRS - LIB BLUE EXT CORD-ROOF CABLE/LIBRA	000000	106.98
		I-2002-062113	101-4192-425-02	REPAIRS - ADA THERMOSTAT-CABLE-AIR FRESH/AM	000000	120.95
		I-2002-062155	101-4192-425-13	REPAIRS - REC 40 FOOT POLY TUBE/REC CENTER	000000	10.00
		I-2002-062206	101-4192-425-13	REPAIRS - REC 1/2 X 2 PVC NIPPLE/REC CENTER	000000	0.99
		I-2002-062267	101-4192-425-07	REPAIRS - FIR CLEAR BASE PAINT/FIRE HALL	000000	41.99
		I-2003-062754	101-4192-425-07	REPAIRS - FIR HX WH SMS Z 8X3/8/FIRE HALL	000000	4.49
		I-2003-062775	101-4192-425-07	REPAIRS - FIR (2) TITANIUM BIT SET/FIRE HALL	000000	12.98
		I-2003-062789	101-4192-425-07	REPAIRS - FIR TITAN BIT-RIVET-2 BAG COMBO/FI	000000	63.92
		I-2003-062967	101-4192-425-14	REPAIRS - STR DISTLD WATER-THERMOSTAT/STREET	000000	28.57
		I-2003-063038	101-4192-425-02	REPAIRS - ADA PAINT BRUSH-ADHESIVE CAULK/AMU	000000	21.96
		I-2003-063119	101-4192-426	SUPPLIES ALKALINE BATTERIES/PUB BLDG	000000	33.98
		I-2003-063319	101-4192-426	SUPPLIES ALKALINE BATTERIES/PUB BLDG	000000	33.98
		I-2003-063424	101-4192-426	SUPPLIES 1000' CAT5E WIRE/PUB BLDG	000000	179.99
		I-2003-063459	101-4192-425-10	REPAIRS - LIB GLD SPRAY PAINT/LIBRARY	000000	7.99
		I-2003-063501	101-4192-425-04	REPAIRS - CIT 45W R20 INDOOR FLOOD/CITY HALL	000000	5.49
		I-2003-063689	101-4192-425-23	REPAIRS - WAT ROPE THIMBLE-STOPS-TOOL/PRV	000000	49.69
		I-2003-063897	101-4192-425-04	REPAIRS - CIT IVORY DUPLEX OUTLET/CITY HALL	000000	3.49
		I-2003-063906	101-4192-425-09	REPAIRS - HAR BARREL BOLT-HINGE-FASTENERS/HA	000000	17.77
		I-2003-064013	101-4192-425-09	REPAIRS - HAR (4) FCT CONNECTORS/HARCC	000000	35.96
		I-2003-064345	101-4192-425-09	REPAIRS - HAR SHEETROCK-PLANE-SPACKLING/HARC	000000	34.55
		I-2003-064395	101-4192-426	SUPPLIES CONCENTRATED BLEACH/PB	000000	17.94
		I-2003-064579	101-4192-425-17	REPAIRS-DAYS WEDGE DOOR STOP-RATCHET/DAYS	000000	69.96
		I-2003-064787	101-4192-426	SUPPLIES LED GLASS DUAL MODE 4FT 12W/PB	000000	600.36
		I-2003-064812	101-4192-426	SUPPLIES MAILBOX-DOORBELL/PUB BLDG	000000	64.98
		I-2003-065079	101-4192-425-14	REPAIRS - STR CIRCUIT ALERT-DIAGON PLIERS/ST	000000	56.98
		I-2003-065102	101-4192-426	SUPPLIES STRIP PAD-WRINGER BUCKET/PB	000000	68.97
		I-2003-065253	101-4192-425-04	REPAIRS - CIT MOP FRAME-MOP HANDLE/CITY HALL	000000	17.48
		I-2003-065338	101-4192-425-13	REPAIRS - REC MOUNTING TAPE-CORD PROTECT/REC	000000	24.98
		I-2003-065390	101-4192-425-07	REPAIRS - FIR BOX CONNECTOR-CABLE TIE/FIRE	000000	14.48
		I-2003-065416	101-4192-425-13	REPAIRS - REC BLK CORD PLUG-FASTENERS/REC	000000	23.12
		I-2003-065503	101-4192-426	SUPPLIES CHEMICAL FLOOR FINISH ORDER/PB	000000	469.99
01-0724	SUMMIT COMPANIES					
		I-1493412	101-4192-422-06	PROFESSIONAL- SEMI ANNUAL INSPECTION/GRANDST	000000	179.99
01-0966	PETTY CASH-FINANCE OFFI					
		I-033120	101-4192-426-04	SUPPLIES - CI MAINT. SUPPLIES - CITY HALL	000000	18.40
		I-033120	101-4192-426	SUPPLIES POSTAGE DUE - PB MAILING	000000	0.25
01-1098	HILLYARD/SIOUX FALLS					
		I-603821813	101-4192-426-04	SUPPLIES - CI ROBUSTO-ARSENAL/PUB BLDG	000000	323.85
01-1396	LOWE ROOFING, INC.					
		I-15273	101-4192-425-10	REPAIRS - LIB REPLACE 4 HAILED SKYLIGHTS/LIB	000000	2,502.00

PACKET: 04990 COMBINED - 4/7/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1483	KNECHT HOME CENTER					
		I-4426650	101-4192-425-09	REPAIRS - HAR FL JACK-BLADE-PHILLIPS-FIR/HAR	000000	301.13
		I-4438586	101-4192-425-04	REPAIRS - CIT FOAM BRUSH-STAIN-QTR ROUND/CIT	000000	72.12
01-1502	BLACK HILLS CHEMICAL					
		I-172410	101-4192-426	SUPPLIES TB CIDE-DISINFECTANT/PUB BLDGS	000000	18.15
		I-172410A	101-4192-426	SUPPLIES TB CIDE-DISINFECTANT/PUB BLDG	000000	56.64
		I-172571	101-4192-426	SUPPLIES BLEACH-GLOVE-STYRO CUP-TP/PUB	000000	208.85
		I-172571A	101-4192-426	SUPPLIES BLEACH-GLOVE-TOILET PAPER/PB	000000	216.30
		I-172571B	101-4192-426	SUPPLIES BLEACH-NITRILE GLOVES/PUB BLDG	000000	34.75
		I-172800	101-4192-426	SUPPLIES TERIPHENE AEROSOL/PUB BLDGS	000000	73.56
		I-173157	101-4192-426	SUPPLIES SUN BRIGHT BLEACH/PUB BLDGS	000000	38.93
		I-173343	101-4192-426	SUPPLIES BLEACH-SANITIZER-GL CLNR/PUB B	000000	628.89
		I-173343A	101-4192-426	SUPPLIES GARBAGE BAGS/PUB BLDGS	000000	63.98
		I-173687	101-4192-426	SUPPLIES SANITIZER-DISPENSER/PUB BLDG	000000	135.78
01-1558	ECOLAB PEST ELIMINATION					
		I-1215589	101-4192-426	SUPPLIES (2) STEALTH MAX GLUEBRD/PUB BL	000000	106.12
		I-8787639	101-4192-422-04	PROFESSIONAL RODENT PROGRAM/CITY HALL	000000	160.68
01-1626	SERVALL UNIFORM AND LIN					
		I-SERVALL 03/05/20	101-4192-426-04	SUPPLIES - CI CITY HALL - 0314787	000000	193.21
		I-SERVALL 03/05/20	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0314790	000000	63.12
		I-SERVALL 03/05/20	101-4192-426-08	SUPPLIES - HI HISTORY / 0314788	000000	83.02
		I-SERVALL 03/05/20	101-4192-426-10	SUPPLIES - LI LIBRARY /	000000	0.00
		I-SERVALL 03/05/20	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0314784	000000	40.79
		I-SERVALL 03/05/20	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0314785	000000	144.19
		I-SERVALL 03/19/20	101-4192-426-04	SUPPLIES - CI CITY HALL - 0320592	000000	193.21
		I-SERVALL 03/19/20	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0320595	000000	63.12
		I-SERVALL 03/19/20	101-4192-426-08	SUPPLIES - HI HISTORY / 0320593	000000	83.02
		I-SERVALL 03/19/20	101-4192-426-10	SUPPLIES - LI LIBRARY / 0320594	000000	33.30
		I-SERVALL 03/19/20	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0320589	000000	40.79
		I-SERVALL 03/19/20	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0320590	000000	144.19
01-3032	OTIS ELEVATOR COMPANY					
		I-CLH5013Z420	101-4192-422-10	PROFESSIONAL SERVICE 04/01-06/30/20/LIBRARY	000000	151.70
01-3094	BOMGAARS					
		I-57606727	101-4192-425-04	REPAIRS - CIT RADIO CHARGER-SNOWBRUSH/CITY	000000	134.98
01-3342	RASMUSSEN MECHANICAL SE					
		I-INV023312	101-4192-425-07	REPAIRS - FIR HIGH LIMIT SWITCH W/RESET/FIRE	000000	112.75
01-3421	S AND C CLEANERS					
		I-03/17/20 INV 111	101-4192-422-13	PROFESSIONAL JANITORIAL/REC CENTER	000000	2,533.00
		I-03/17/20 INV 134	101-4192-422-21	PROFESSIONAL JANITORIAL/WELCOME CENTER	000000	1,740.00
		I-03/17/20 INV 145	101-4192-422-10	PROFESSIONAL JANITORIAL/LIBRARY	000000	600.00
		I-03/17/20 INV 145	101-4192-422-07	PROFESSIONAL JANITORIAL/FIRE HALL	000000	400.00
		I-03/17/20 INV 237	101-4192-422	PROFESSIONAL JANITORIAL BATHROOMS, ELEVATORS	000000	555.00

PACKET: 04990 COMBINED - 4/7/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3506	ALSCO					
		I-LCAS1326079	101-4192-426-21	SUPPLIES - WE MATS/WELCOME CENTER	000000	49.83
		I-LCAS1328818	101-4192-426-21	SUPPLIES - WE MATS/WELCOME CENTER	000000	49.83
01-3648	NETWORK SERVICES COMPAN					
		I-6645620	101-4192-426	SUPPLIES LINEN AEROSOL/PUB BLDGS	000000	155.84
01-3685	BLACK HILLS SECURITY &					
		I-03/16/20 2ND QTR	101-4192-422-10	PROFESSIONAL W-3046 LIBRARY / R247000	000000	179.85
		I-03/16/20 2ND QTR	101-4192-422	PROFESSIONAL W-5484 MM GIFT SHOP / R245878	000000	0.00
		I-03/16/20 2ND QTR	101-4192-422-04	PROFESSIONAL W-5486 CITY HALL /	000000	0.00
		I-03/16/20 2ND QTR	101-4192-422-08	PROFESSIONAL- W-5489 INFO CENTER / R247008	000000	104.85
		I-03/16/20 2ND QTR	101-4192-422-06	PROFESSIONAL- W-5501 RODEO / R246996	000000	104.85
		I-03/16/20 2ND QTR	101-4192-422-06	PROFESSIONAL- W-5504 RODEO / R246995	000000	104.85
		I-03/16/20 2ND QTR	101-4192-422-21	PROFESSIONAL W-5513 WELCOME / R247004	000000	104.85
		I-03/16/20 2ND QTR	101-4192-422-02	PROFESSIONAL W-2002 ADAMS MUSEUM / R246979	000000	89.85
		I-03/16/20 2ND QTR	101-4192-422-04	PROFESSIONAL W-2024 CITY HALL / R247005	000000	134.85
		I-03/16/20 2ND QTR	101-4192-422-21	PROFESSIONAL W-2048 WELCOME / R247003	000000	134.85
		I-03/16/20 2ND QTR	101-4192-422-17	PROFESSIONAL- W-2062 DAYS OF 76 / R246993	000000	134.85
		I-03/16/20 2ND QTR	101-4192-422-17	PROFESSIONAL- W-2063 DAYS OF 76 / R246994	000000	149.85
		I-03/16/20 2ND QTR	101-4192-422-09	PROFESSIONAL W-2064 HARCC / R246998	000000	134.85
		I-03/16/20 2ND QTR	101-4192-422-09	PROFESSIONAL W-2065 HARCC / R246999	000000	149.85
		I-03/16/20 2ND QTR	101-4192-422-02	PROFESSIONAL W-2066 ADAMS MUSEUM / R246980	000000	134.85
		I-03/16/20 2ND QTR	101-4192-422-02	PROFESSIONAL W-2067 ADAMS MUSEUM / R246978	000000	149.85
		I-03/16/20 2ND QTR	101-4192-422-01	PROFESSIONAL W-2074 ADAMS HOUSE / R246977	000000	149.85
		I-03/16/20 2ND QTR	101-4192-422-04	PROFESSIONAL W-2893 CITY HALL / R247006	000000	179.85
		I-03/16/20 2ND QTR	101-4192-422-04	PROFESSIONAL W-3042 CITY HALL WTR / R247007	000000	134.85
		I-03/16/20 2ND QTR	101-4192-422-24	PROFESSIONAL W-3058 OUTLAW SQUARE / R247001	000000	179.85
		I-P110413	101-4192-425-01	REPAIRS - ADA REP ATTIC SMOKE DETECTOR/AD HO	000000	336.74
01-3838	VAST BROADBAND					
		I-TELEPHONE 03/16/20	101-4192-428-07	UTILITIES - F FIRE DEPT	000000	292.42
		I-TELEPHONE 03/16/20	101-4192-428-10	UTILITIES - L LIBRARY	000000	253.51
		I-TELEPHONE 03/16/20	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	228.33
		I-TELEPHONE 03/16/20	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	262.22
		I-TELEPHONE 03/16/20	101-4192-428-04	UTILITIES - C CITY HALL	000000	1,326.20
		I-TELEPHONE 03/16/20	101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	90.00
		I-TELEPHONE 03/16/20	101-4192-428-14	UTILITIES - S STREET DEPT	000000	44.86
		I-TELEPHONE 03/16/20	101-4192-428-06	UTILITIES - D DAYS OF 76 GRANDSTANDS	000000	135.51
		I-TELEPHONE 03/16/20	101-4192-428-04	UTILITIES - C CITY HALL	000000	233.86
01-3877	MUTUAL OF OMAHA					
		I-001072672957	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	17.33
01-3896	EAGLE ENTERPRISES, LLC					
		I-22432	101-4192-425-17	REPAIRS-DAYS 150W LED 5000K DIMMING/DAYS	000000	1,000.00
01-3977	ACE HARDWARE OF LEAD					
		I-015915	101-4192-425-23	REPAIRS - WAT CABLE CLRVNYL-HEX KEY SET/PRV	000000	81.49

PACKET: 04990 COMBINED - 4/7/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3977	ACE HARDWARE OF LEAD	continued				
		I-015959	101-4192-425-04	REPAIRS - CIT (6) SPLYFCT3/8X1/2X24SS/CITY H	000000	51.54
		I-016055	101-4192-425-13	REPAIRS - REC SOFTSCRUB-BROOM-DUSTPAN/REC	000000	256.94
01-4057	VIEHAUSER ENTERPRISES,					
		I-27250	101-4192-425-11	REPAIRS - PAR SRVC CALL VAULT BATHROOM/PARKS	000000	384.88
DEPARTMENT 192 PUBLIC BUILDINGS						TOTAL: 64,701.71
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-364905	101-4193-434	MACHINERY/EQU JEREMY'S COMPUTER/2 MONITORS	000000	1,532.00
		I-364906	101-4193-434	MACHINERY/EQU JAN'S COMPUTER & MONITOR	000000	1,083.00
		I-365096	101-4193-434	MACHINERY/EQU INSTALL WORK - NEW COMPUTER	000000	53.13
		I-365122	101-4193-434	MACHINERY/EQU RANDY'S COMPUTER	000000	944.00
		I-365122	101-4193-434	MACHINERY/EQU RANDY'S MONITOR	000000	318.00
		I-365122	101-4193-434	MACHINERY/EQU LABOR- SET UP 3 NEW COMPUTERS	000000	1,328.13
DEPARTMENT 193 COMPUTER SERVICE						TOTAL: 5,258.26
01-0107	CMI SOFTWARE CORP					
		I-11443	101-4210-422	PROFESSIONAL JUSTICE RMS ANNUAL - POLICE	000000	7,150.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-04012020	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	16,930.13
01-0508	GALLS, LLC					
		I-015258118	101-4210-426	SUPPLIES FORM HOLDER,TURTLENECK- POLICE	000000	72.59
		I-015272933	101-4210-426	SUPPLIES UNIFORM SHIRTS - POLICE	000000	146.35
		I-015322503	101-4210-426	SUPPLIES NAME PLATES - POLICE	000000	33.70
01-1827	MS MAIL & MARKETING					
		I-11408	101-4210-426	SUPPLIES LTTRHEAD,ENV.,BIZ CARDS-POLICE	000000	220.00
01-2285	RUSHMORE COMMUNICATIONS					
		I-121919	101-4210-434-01	EQUIP- STATE 3 PORTABLE RADIOS - POLICE	000000	6,482.40
01-3877	MUTUAL OF OMAHA					
		I-001072672957	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	74.25
01-4299	BALCO UNIFORM CO, INC					
		I-56388-CR	101-4210-426	SUPPLIES OVERPMT-RTND ITEM - POLICE	000000	21.19
		I-56796-3	101-4210-426	SUPPLIES UNIFORM SHIRT - POLICE	000000	82.80
		I-57586	101-4210-426	SUPPLIES UNIFORM PANTS - POLICE	000000	73.06
DEPARTMENT 210 POLICE						TOTAL: 31,286.47

PACKET: 04990 COMBINED - 4/7/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-04012020	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,109.93
01-0578	TWIN CITY HARDWARE & LU	I-2003-062476	101-4221-425	REPAIRS BRASS CAP,CONNECTOR - FIRE DPT	000000	8.48
		I-2003-062846	101-4221-429	OTHER SMOKE ALARMS/BATTERIES -FIRE	000000	428.92
		I-2003-062916	101-4221-426	SUPPLIES RAGS, MASKING TAPE - FIRE DPT	000000	56.96
		I-2003-063024	101-4221-425	REPAIRS PLUG, COUPLER SET - FIRE DPT	000000	9.98
		I-2003-063562	101-4221-426	SUPPLIES INK CARTRIDGE - FIRE DEPT	000000	22.99
		I-2003-063626	101-4221-426	SUPPLIES CLASP ENVELOPES - FIRE DPT	000000	26.99
01-1171	A & B BUSINESS SOLUTION	I-IN712181	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	57.29
01-1827	MS MAIL & MARKETING	I-11369	101-4221-422	PROFESSIONAL POSTCARD MAILINGS - FIRE DEPT	000000	131.24
01-2473	SD DEPT. OF CORRECTIONS	I-C18D0405	101-4221-422	PROFESSIONAL FIRE SUPPRESSION WORK/FIREWISE	000000	313.65
01-3531	RAKOW, JASON	I-031620	101-4221-422	PROFESSIONAL JAN - MAR CITY COMMISSION MTGS	000000	150.00
01-3877	MUTUAL OF OMAHA	I-001072672957	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	3.22
01-3977	ACE HARDWARE OF LEAD	I-015965	101-4221-426	SUPPLIES 3 SPRAYERS - FIRE DEPT	000000	38.97
01-4625	FIB CREDIT CARDS	I-03/31/20 CC FINANC	101-4221-426	SUPPLIES POSTAGE FOR FIRE DEPT.	000000	18.00
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 2,376.62
01-0433	WELLMARK BLUE CROSS BLU	I-04012020	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,027.73
01-1003	VERIZON WIRELESS	I-9850199267	101-4232-422	PROFESSIONAL ON CALL PHONES-TABLETS/BL INSP	000000	26.97
01-3877	MUTUAL OF OMAHA	I-001072672957	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	4.93
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 1,059.63
01-0433	WELLMARK BLUE CROSS BLU	I-04012020	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	7,044.22

PACKET: 04990 COMBINED - 4/7/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0575	SOUTHSIDE OIL					
		I-03/10/20, 03/12/20	101-4310-426	SUPPLIES FUEL SNOW MELTER INV094685	000000	1,460.50
		I-03/10/20, 03/12/20	101-4310-426	SUPPLIES FUEL SNOW MELTER INV094690	000000	1,354.50
01-0578	TWIN CITY HARDWARE & LU					
		C-2001-058548	101-4310-426	SUPPLIES RETURN REF 2001-058518/STREETS	000000	54.90-
		C-2003-062986	101-4310-426	SUPPLIES WALL PLATES/PARKS	000000	6.00-
		I-2003-063118	101-4310-426	SUPPLIES (4) 2" GALV COUPLING/STREETS	000000	51.96
		I-2003-063325	101-4310-426	SUPPLIES STEEL COUPLER GALV/STREETS	000000	108.93
		I-2003-063356	101-4310-426	SUPPLIES CRSE SPONGE RUBBER FLOAT/STRTS	000000	8.99
		I-2003-063792	101-4310-426	SUPPLIES AA BATTERY-WALL CLOCK/STREETS	000000	23.98
		I-2003-064216	101-4310-426	SUPPLIES SNAP-PHOTO BATTERIES/STREETS	000000	53.95
		I-2003-064420	101-4310-426	SUPPLIES (22) FASTENERS/STREETS	000000	33.48
		I-2003-064482	101-4310-426	SUPPLIES TUBE SAND-ELECTRONIC CLNR/STRT	000000	50.93
		I-2003-064603	101-4310-426	SUPPLIES CARBIDE WEDGE BIT/STREETS	000000	26.99
		I-2003-064811	101-4310-426	SUPPLIES (4) SOFTENER SALT/STREETS	000000	25.96
		I-2003-065241	101-4310-426	SUPPLIES 30" SOLAR LED STOP SIGN/STREET	000000	1,024.99
		I-2003-065257	101-4310-426	SUPPLIES (2) GLASS FUSE HOLDER/STREETS	000000	7.98
		I-2003-065382	101-4310-426	SUPPLIES PHILLIPS POWER BITS VAR/STRTS	000000	5.98
01-0619	TWILIGHT FIRST AID & SA					
		I-INV-28431	101-4310-426	SUPPLIES TABLETS-BANDAGES-GLOVE/STR	000000	238.44
01-0684	NORTHWEST PIPE FITTINGS					
		I-1293136	101-4310-425	REPAIRS (2) INLET FRAME WITH GRATE/STR	000000	1,300.00
		I-1293415	101-4310-426	SUPPLIES (2) INLET FRAME WITH GRATE/STR	000000	1,015.00
01-1003	VERIZON WIRELESS					
		I-9850199267	101-4310-422	PROFESSIONAL ON CALL PHONES-TABLETS/STR	000000	26.55
01-1171	A & B BUSINESS SOLUTION					
		I-IN712184	101-4310-426	SUPPLIES CONTRACT BASE RATE/STREETS	000000	71.05
01-1288	ACE INDUSTRIAL SUPPLY,					
		I-1874310	101-4310-426	SUPPLIES ELECT TAPE-TAPE MEASURE/STRT	000000	313.30
01-1374	BUTLER MACHINERY COMPAN					
		I-06PS0575181	101-4310-425	REPAIRS WEAR KIT CVR 11'/STREETS	000000	696.66
		I-06WO0176372	101-4310-425	REPAIRS MAINTENANCE ON ENGINE/STRTS	000000	290.77
		I-06WO0176376	101-4310-425	REPAIRS ENGINE MAINTENANCE 0258/STRTS	000000	290.77
01-1424	SOUTHSIDE SERVICE					
		I-052179	101-4310-425	REPAIRS TIRE REPAIR WITH PATCH/STREETS	000000	25.00
01-1694	GRIMM'S PUMP & INDUSTRI					
		I-26633	101-4310-425	REPAIRS WAND-SPRAY GUN-PLUG-COUP/STR	000000	94.43
01-1788	BLACK HILLS TENT & AWNI					
		I-2770	101-4310-425	REPAIRS AWNINGS-VALANCE MCKENNA/STRTS	000000	1,551.64

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BANK: FNBAP

DEPARTMENT 370	OAKRIDGE CEMETERY	TOTAL:	597.37
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PACKET: 04990 COMBINED - 4/7/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0146	WERLINGER AUTO BODY REP					
		I-6718	101-4520-425	REPAIRS HAIL REPAIRS SILVERADO 2019/PA	000000	9,519.85
01-0433	WELLMARK BLUE CROSS BLU					
		I-04012020	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,903.65
01-0578	TWIN CITY HARDWARE & LU					
		I-2003-062489	101-4520-426	SUPPLIES 5 SPRING ORGANIZER/PARKS	000000	11.99
		I-2003-062711	101-4520-426	SUPPLIES TINT BS GARAGE FLOOR EPOXY/PAR	000000	72.99
		I-2003-062807	101-4520-426	SUPPLIES MASK TAPE-BRM HAND-COVER/PARKS	000000	19.96
		I-2003-062818	101-4520-426	SUPPLIES PAINT DRYER-FLOOR ENAMEL/PARKS	000000	53.98
		I-2003-062983	101-4520-426	SUPPLIES TGL WALL PLATES/PARKS	000000	15.48
		I-2003-063627	101-4520-426	SUPPLIES 12" MEASURING WHEEL/PARKS	000000	69.99
		I-2003-063660	101-4520-425	REPAIRS HOSE BARB-STREET ELBOW/PARKS	000000	19.96
		I-2003-064670	101-4520-426	SUPPLIES BRUSH SET-COVER-SPRAY-PAINT/PR	000000	102.43
		I-2003-064699	101-4520-426	SUPPLIES (2) BL MASKING TAPE/PARKS	000000	23.98
		I-2003-064739	101-4520-426	SUPPLIES BASE PAINT-WALL PLATES/PARKS	000000	42.09
		I-2003-064814	101-4520-426	SUPPLIES BASE PAINT-WOVEN COVER/PARKS	000000	93.97
		I-2003-064839	101-4520-426	SUPPLIES (2) GAL CLEAR BASE PAINT/PARKS	000000	83.98
		I-2003-065059	101-4520-426	SUPPLIES COBALT SPRAY PAINT/PARKS	000000	7.99
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-58722	101-4520-425	REPAIRS FLAT TIRE REPAIR/PARKS	000000	21.00
01-0619	TWILIGHT FIRST AID & SA					
		I-INV-28430	101-4520-426	SUPPLIES OINTMENT-TABLETS-FORCEPS/PRKS	000000	55.87
01-0677	LAWSON PRODUCTS, INC.					
		I-9307439475	101-4520-426	SUPPLIES COTTER PIN-BLADE-TUFF-TORQ/PKS	000000	431.60
01-0776	ALBERTSON ENGINEERING,					
		I-14273	101-4520-433-05	CIP WHITEWOOD PRO SRVCS WH CR BOARDWALK	000000	67.50
01-1003	VERIZON WIRELESS					
		I-9850199267	101-4520-422	PROFESSIONAL ON CALL PHONES-TABLETS/PARKS	000000	26.55
01-1077	STARTZ & STARTZ LANDSCA					
		I-1313	101-4520-422	PROFESSIONAL SNOW REMOVAL 152, 667, 29/PARK	000000	220.00
		I-1335	101-4520-422	PROFESSIONAL SNOW REMOVAL 667 MAIN ST/PRKS	000000	70.00
		I-1337	101-4520-422	PROFESSIONAL SNOW REMOVAL 75 STEWART /PRKS	000000	350.00
01-1483	KNECHT HOME CENTER					
		I-4484978	101-4520-426	SUPPLIES LAG SCREWS-FLAT WASHERS/PARKS	000000	77.27
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1377135	101-4520-425	REPAIRS FUEL PUMP-FUEL LINE/PARKS	000000	52.50
		I-1377198	101-4520-426	SUPPLIES (3) FILTER KITS/PARKS	000000	83.52
		I-1377297	101-4520-426	SUPPLIES (3) AIR LEANER ELEMENT/PARKS	000000	82.35
		I-1377301	101-4520-426	SUPPLIES GASKET SET/PARKS	000000	14.87

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-1798	CHAINSAW CENTER/DAKOTA	continued				
		I-1629348	101-4520-425	REPAIRS	REPAIRS-HOLDER-BEARING/PARKS	000000 384.20
01-1831	POWERPLAN OIB					
		I-P7836010	101-4520-425	REPAIRS	UNIV DRIVE-WIPERS-MOTOR/PARKS	000000 289.42
01-2840	SEW IT GOES					
		I-163	101-4520-425	REPAIRS	RECOVER STADIUM SEATS/PARKS	000000 670.11
01-3877	MUTUAL OF OMAHA					
		I-001072672957	101-4520-415	GROUP INSURAN	LIFE INSURANCE	000000 31.35
01-3977	ACE HARDWARE OF LEAD					
		I-016071	101-4520-426	SUPPLIES	FASTENERS VARIOUS/PARKS	000000 34.99
01-4289	PENNINGTON CONSERVATION					
		I-158	101-4520-433-05	CIP WHITEWOOD	PINE-SPRUCE-ASPEN BUNDLES/WHIT	000000 720.00
01-4592	BUTTE COUNTY EQUIPMENT					
		I-WB01569	101-4520-434	MACHINERY/EQU	INSTALL SAND SPREADER/PARKS	000000 10,950.00
01-4669	KUBOTA LEASING					
		I-4364669	101-4520-434	MACHINERY/EQU	SKID STEER LOADER/PARKS	000000 1,504.00
				DEPARTMENT 520	PARKS	TOTAL: 31,179.39

01-0433	WELLMARK BLUE CROSS BLU					
		I-04012020	101-4640-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000 1,651.31
01-3877	MUTUAL OF OMAHA					
		I-001072672957	101-4640-415	GROUP INSURAN	LIFE INSURANCE	000000 7.43
				DEPARTMENT 640	PLANNING AND ZONING	TOTAL: 1,658.74

				FUND	101 GENERAL FUND	TOTAL: 200,473.64

PACKET: 04990 COMBINED - 4/7/20

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-04012020	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S 000000		0.00
01-0966	PETTY CASH-FINANCE OFFI					
		I-033120	206-4550-424	CHILDREN'S PR SUPPLIES FOR CHILDREN'S PROGRM 000000		39.99
		I-033120	206-4550-426	SUPPLIES LIBRARY BRD INTERVIEW SUPPLIES 000000		26.91
01-1171	A & B BUSINESS SOLUTION					
		I-IN713414	206-4550-426	SUPPLIES COPIER CONTRACT - LIBRARY 000000		49.14
01-1911	EMERY-PRATT COMPANY					
		I-634502	206-4550-434	BOOKS, MAPS A BOOK - LIBRARY 000000		11.04
01-4625	FIB CREDIT CARDS					
		I-03/31/20 CC FINANC	206-4550-426	SUPPLIES LIBRARY BOARD MTG SUPPLIES 000000		41.42
DEPARTMENT 550 LIBRARY TOTAL:						168.50
FUND 206 LIBRARY FUND TOTAL:						168.50

PACKET: 04990 COMBINED - 4/7/20

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4671	KETZER, JESSE					
		I-032520	209-3510-460	REC CNTR COLL REFUND - BIRTHDAY PARTY/REC	000000	28.17
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 28.17
01-0251	RECREATION SUPPLY COMPA					
		I-378189	209-4510-426	SUPPLIES REAGENT REFILL PRO 7 KIT/REC	000000	128.36
01-0418	BLACK HILLS PIONEER					
		I-2020 NEWSPAPER SUB	209-4510-426	SUPPLIES 2020 ONE YEAR SUBSCRIPTION/RE	000000	130.99
01-0433	WELLMARK BLUE CROSS BLU					
		I-04012020	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	554.24
01-0578	TWIN CITY HARDWARE & LU					
		I-2003-065131	209-4510-426	SUPPLIES TWIN CITY HARDWARE & LUMBER	000000	21.98
01-0966	PETTY CASH-FINANCE OFFI					
		I-033120	209-4510-426	SUPPLIES BATTERIES - REC CENTER	000000	6.38
01-1558	ECOLAB PEST ELIMINATION					
		I-8787640	209-4510-422	PROFESSIONAL COCROACH-RODENT PROGRAM/REC	000000	94.05
01-2645	HAWKINS INC					
		I-4676915	209-4510-426	SUPPLIES INJECT VALVE-ADAPTER-CONNECT/R	000000	67.26
		I-4679324	209-4510-426	SUPPLIES PH SENSOR-BTD ORP SENSOR/REC	000000	613.00
		I-4683659	209-4510-426	SUPPLIES DELDRUM-AZONE-ACID/REC CENTER	000000	944.05
01-2889	ATCO INTERNATIONAL					
		I-I0547098	209-4510-426	SUPPLIES SANTASTIC/REC CENTER	000000	240.00
		I-I0548254	209-4510-426	SUPPLIES SANTASTIC/REC CENTER	000000	240.00
01-3345	STANLEY STEEMER OF RAPI					
		I-332007	209-4510-422	PROFESSIONAL DUCT CLEANING/REC CENTER	000000	7,165.00
		I-332042	209-4510-422	PROFESSIONAL DUCT SANITIZING/REC CENTER	000000	1,288.00
01-3413	PINNACLE CARPET CLEANIN					
		I-10327	209-4510-422	PROFESSIONAL CLEAN ALL CARPETS/REC CENTER	000000	794.23
01-3506	ALSCO					
		I-LCAS1327414	209-4510-426	SUPPLIES MATS/REC CENTER	000000	148.75
		I-LCAS1330209	209-4510-426	SUPPLIES MATS/REC CENTER	000000	156.26
		I-LCAS1333009	209-4510-426	SUPPLIES MATS/REC CENTER	000000	156.26
01-3648	NETWORK SERVICES COMPAN					
		I-6694260	209-4510-426	SUPPLIES CLNR-SANITIZER-TP-GARBAGE/REC	000000	221.12
		I-6694261	209-4510-426	SUPPLIES CLNR-HAND SANITIZER/REC CENTE	000000	192.99
		I-6694270	209-4510-426	SUPPLIES TWL-CLEANER-GARBAGE BAGS/REC	000000	205.92

PACKET: 04990 COMBINED - 4/7/20

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3877	MUTUAL OF OMAHA					
		I-001072672957	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	17.71
			DEPARTMENT 510	REC CENTER	TOTAL:	13,386.55
01-0475	DEADWOOD CHAMBER & VISI					
		I-040120	209-4980-422	PROFESSIONAL B&B BILL LIST THRU 4/6/20	000000	2,091.46
01-3700	TWIN CITY CLOTHING CENT					
		I-030920	209-4980-429	OTHER 2020 ALLOCATION	000000	2,500.00
			DEPARTMENT 980	SPECIAL EVENTS	TOTAL:	4,591.46
			FUND	209 BED & BOOZE FUND	TOTAL:	18,006.18

PACKET: 04990 COMBINED - 4/7/20

VENDOR SET: 01

FUND : 212 BID #8 (Business Improve)

DEPARTMENT: 630 BID 8

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3602	DEADWOOD GAMING ASSOCIA	I-033120	212-4630-422	PROFESSIONAL BID#8 CONTRIBUTION	000000	10,000.00
DEPARTMENT 630 BID 8					TOTAL:	10,000.00
FUND 212 BID #8 (Business Improve)					TOTAL:	10,000.00

PACKET: 04990 COMBINED - 4/7/20

VENDOR SET: 01

FUND : 213 BID #1-6 (Business Imprv)

DEPARTMENT: 630 BID

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0475	DEADWOOD CHAMBER & VISI					
		I-040120	213-4630-423	MARKETING	BID 1-6 BILL LIST THRU 4/6/20 000000	9,302.41
DEPARTMENT 630 BID						TOTAL: 9,302.41

FUND 213 BID #1-6 (Business Imprv)						TOTAL: 9,302.41

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-4576	DEADWOOD CHAMBER - OUTL					
		I-031820	214-4630-423	MARKETING	BID#7-OUTLAW SQUARE OPERATIONS 000000	13,000.00
				DEPARTMENT 630	BID #7	TOTAL: 13,000.00

				FUND	214 BID #7-OCCUPANCY TAX	TOTAL: 13,000.00

PACKET: 04990 COMBINED - 4/7/20

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4662	BUCKMASTER, CATHY	I-031920-1	215-3000-691	ENTRY REGIST REFUND REALTOR WORKSHOP	000000	35.00
01-4663	HENRIS, DIANA	I-031920-2	215-3000-691	ENTRY REGIST REFUND REALTOR WORKSHOP	000000	35.00
01-4664	SCHLEPP, CONNIE	I-031920-3	215-3000-691	ENTRY REGIST REFUND REALTOR WORKSHOP	000000	35.00
01-4665	SHOCKEY, TROY	I-031920-5	215-3000-691	ENTRY REGIST REFUND REALTOR WORKSHOP	000000	35.00
01-4666	RYSELL, ERIN	I-031920-6	215-3000-691	ENTRY REGIST REFUND REALTOR WORKSHOP	000000	35.00
01-4667	TIDWELL, JULIE	I-031920-7	215-3000-691	ENTRY REGIST REFUND REALTOR WORKSHOP	000000	35.00
01-4668	JOHNSTON, DEBRA	I-031920-8	215-3000-691	ENTRY REGIST REFUND REALTOR WORKSHOP	000000	35.00
01-MUN	MUNCE, TRACY	I-031920-4	215-3000-691	ENTRY REGIST REFUND REALTOR WORKSHOP	000000	35.00
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	280.00
01-4229	ARCADIA PUBLISHING & TH	I-21443935	215-4572-235	VISITOR MGMT BULL TRAINS TO DWD BOOK	000000	18.43
				DEPARTMENT 572 HP VISITOR MGMT AND INFO	TOTAL:	18.43
01-0451	RUNGE, MIKE	I-032420	215-4573-335	HIST. INTERP. REIMBURSEMENT - ARCHIVES	000000	64.05
01-2014	TOMS, DON	I-LEDGER PROJECT 320	215-4573-335	HIST. INTERP. LC TAX RECORDS BOOK 11 OF 19	000000	600.00
				DEPARTMENT 573 HP HISTORIC INTERPRETATIO	TOTAL:	664.05
01-2907	HERMOSA ARTS & HISTORY	I-031920	215-4575-520	GRANT/LOAN PR OUTSIDE DWD GRANT ROUND 1	000000	2,760.00
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL:	2,760.00
01-3549	VICTOR STANLEY, INC.					

PACKET: 04990 COMBINED - 4/7/20

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3549	VICTOR STANLEY, INC.		continued			
		I-S145273	215-4577-750	CAPITAL ASSET BENCHES FOR MAIN STREET - HP	000000	7,921.00
				DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:		7,921.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-04012020	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,966.79
01-0578	TWIN CITY HARDWARE & LU					
		I-2003-064591	215-4641-426	SUPPLIES RATCHET, RULE,MISC TOOLS - H P	000000	171.90
01-0742	OFFICE DEPOT					
		I-457189494001	215-4641-426	SUPPLIES OFFICE SUPPLIES - HP	000000	45.11
		I-457198967001	215-4641-426	SUPPLIES LEAD REFILLS - HP	000000	7.02
		I-460643208001	215-4641-434	MACHINERY/EQU CAMERA SYSTEM FOR CENTURY RM	000000	1,186.39
01-0804	SCOTT PETERSON MOTORS					
		I-031820	215-4641-434	MACHINERY/EQU 2020 WHITE RAM PICKUP - H P	000000	28,899.00
01-1003	VERIZON WIRELESS					
		I-9850199267	215-4641-428	UTILITIES ON CALL PHONES-TABLETS/BL INSP	000000	40.01
01-1725	QUILL CORPORATION					
		I-5621672	215-4641-426	SUPPLIES FLASH DRIVES - HP	000000	158.96
		I-5724981	215-4641-426	SUPPLIES PORTABLE HARD DRIVES - HP	000000	234.96
01-1827	MS MAIL & MARKETING					
		I-11361	215-4641-423	PUBLISHING MARCH NEWSLETTER	000000	632.50
		I-11416	215-4641-423	PUBLISHING APRIL NEWSLETTER	000000	641.51
01-3558	DEADWOOD HISTORY, INC.					
		I-32356	215-4641-423	PUBLISHING TRUE WEST AD APRIL 2020	000000	425.00
01-3877	MUTUAL OF OMAHA					
		I-001072672957	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	17.33
				DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL:	37,426.48
				FUND 215 HISTORIC PRESERVATION	TOTAL:	49,069.96

PACKET: 04990 COMBINED - 4/7/20

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4621	A-1 CONSTRUCTION INC.					
		I-20-052	216-1310	DUE FROM OTHE NUGGETT SALOON - BROTHEL MUSEU	000000	41,611.12
01-4622	LOUDEN, BRYAN					
		I-816049	216-1310	DUE FROM OTHE RITZ 18 PLEASANT	000000	1,202.47
		I-816050	216-1310	DUE FROM OTHE RITZ 18 PLEASANT	000000	1,235.31
01-4638	RITZ, JODY					
		I-2003-062673	216-1310	DUE FROM OTHE RITZ 18 PLEASANT	000000	459.56
		I-305553800	216-1310	DUE FROM OTHE RITZ 18 PLEASANT	000000	156.51
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						44,664.97
01-1483	KNECHT HOME CENTER					
		I-4452979	216-4653-962-03	WINDOWS GRANT WINDOWS 30 ADAMS MIKLA	000000	516.00
01-1496	LAWRENCE CO. REGISTER O					
		I-031920	216-4653-960	CLOSING CO RECORD FEE KIRKPATRICK	000000	30.00
		I-032420	216-4653-960	CLOSING CO RECORDING FEE	000000	180.00
01-4086	TWIN CITY HARDWARE - GR					
		I-1908037249	216-4653-962-01	SPECIAL NEEDS 2 DUDLEY MORGAN	000000	41.89
01-4632	SANTOCHI, TREVOR					
		I-41	216-4653-962-01	SPECIAL NEEDS SANTOCHI, TREVOR	000000	932.50
				DEPARTMENT 653	REVOLVING LOAN	TOTAL:
						1,700.39
				FUND	216 REVOLVING LOAN	TOTAL:
						46,365.36

PACKET: 04990 COMBINED - 4/7/20

VENDOR SET: 01

FUND : 517 OUTLAW SQUARE FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU					
		I-2001-058224	517-4520-422	PROFESSIONAL XMAS LIGHTS - OUTLAW SQUARE	000000	4,130.87
01-2204	FERBER ENGINEERING COMP					
		I-J19-149.1	517-4520-422	PROFESSIONAL OUTLAW SQ.CONSolidation PLAT	000000	6,066.00
				DEPARTMENT 520 PARKS	TOTAL:	10,196.87
				FUND 517 OUTLAW SQUARE FUND	TOTAL:	10,196.87

PACKET: 04990 COMBINED - 4/7/20

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-04012020	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,824.36
01-0539	LEAD-DEADWOOD SANITARY	I-03/31/20 EQR	602-4330-422	PROFESSIONAL MARCH 2020 EQR/WATER	000000	25,417.59
01-0578	TWIN CITY HARDWARE & LU	I-2003-063833	602-4330-426	SUPPLIES ALK BATTERIES-WALL CLOCK/WTR.	000000	32.98
		I-2003-063957	602-4330-426	SUPPLIES GIANT ANGLE BROOM/WATER	000000	14.99
		I-2003-064517	602-4330-426	SUPPLIES FASTENERS VARIOUS/WATER	000000	15.54
01-0653	FASTENAL COMPANY	I-SDSPE110070	602-4330-426	SUPPLIES VARIOUS HARDWARE/WATER	000000	49.02
01-1003	VERIZON WIRELESS	I-9850199267	602-4330-422	PROFESSIONAL ON CALL PHONES-TABLETS/WATER	000000	26.55
01-1095	SIMON CONTRACTORS OF SD	I-PAY APP #9	602-4330-433	IMPROVEMENTS LOW MAIN ST UTILITY IMP PROJEC	000000	30,132.33
01-1171	A & B BUSINESS SOLUTION	I-IN712184	602-4330-426	SUPPLIES CONTRACT BASE RATE/WATER	000000	71.04
01-1365	SD PUBLIC HEALTH LAB	I-10593002	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	30.00
01-1827	MS MAIL & MARKETING	I-11361	602-4330-426	SUPPLIES UTILTIY BILLS MAILING - FEB	000000	301.40
		I-11416	602-4330-426	SUPPLIES UTILITY BILLS MAILING - MARCH	000000	292.44
01-3877	MUTUAL OF OMAHA	I-001072672957	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	24.67
01-3974	HI-VIZ SAFETY WEAR, LLC	I-91535	602-4330-426	SUPPLIES BOMBER JACKET FOR HENDERSON/WT	000000	85.72
DEPARTMENT 330 WATER						TOTAL: 61,318.63
FUND 602 WATER FUND						TOTAL: 61,318.63

PACKET: 04990 COMBINED - 4/7/20

VENDOR SET: 01

FUND : 603 SEWER FUND

DEPARTMENT: 325 SEWER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY					
		I-03/31/20 CONSUMP	603-4325-429	OTHER EXPENSE APRIL 2020 CONSUMPTION/SEWER	000000	715.93
			DEPARTMENT 325	SEWER	TOTAL:	715.93
			FUND	603	SEWER FUND	TOTAL: 715.93

PACKET: 04990 COMBINED - 4/7/20
VENDOR SET: 01
FUND : 607 HISTORIC CEMETERIES
DEPARTMENT: 580 HISTORIC CEMETERIES
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0721	PRO-STEAM CARPET & UPHO					
		I-8602	607-4580-422	PROFESSIONAL CLEAN CARPET IN GIFTSHOP/MM	000000	164.25
01-3685	BLACK HILLS SECURITY &					
		I-R247009	607-4580-422	PROFESSIONAL ALARM 04/01-06/30/20/MM GIFTSH	000000	89.85
01-3838	VAST BROADBAND					
		I-TELEPHONE 03/16/20	607-4580-428	UTILITIES MT MORIAH GIFT SHOP	000000	40.87
		I-TELEPHONE 03/16/20	607-4580-428	UTILITIES MT MORIAH TICKET BOOTH	000000	126.85
			DEPARTMENT 580	HISTORIC CEMETERIES	TOTAL:	421.82
			FUND 607	HISTORIC CEMETERIES	TOTAL:	421.82

PACKET: 04990 COMBINED - 4/7/20

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-04012020	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,233.29
01-0578	TWIN CITY HARDWARE & LU	I-2002-062160	610-4360-426	SUPPLIES PUSH BROOM-OIL DRI ABSORB/P&T	000000	53.97
		I-2003-062732	610-4360-426	SUPPLIES CABLE TIES - P & T	000000	20.97
01-1003	VERIZON WIRELESS	I-9850332767	610-4360-424	RENTALS PHONE SERVICE - METERS - P&T	000000	40.01
01-3712	PASSPORT LABS, INC.	I-INV-1010913	610-4360-422	PROFESSIONAL FEB.MOBILE PAY - METERS	000000	57.00
01-3877	MUTUAL OF OMAHA	I-001072672957	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	14.85
01-3895	AFFORDABLY CREATIVE ENG	I-226	610-4360-422	PROFESSIONAL S.CITY HALL PRKING LOT PROJECT	000000	4,583.00
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						8,003.09
01-0433	WELLMARK BLUE CROSS BLU	I-04012020	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	554.97
01-0545	LYNN'S DAKOTA MART	I-002000500928	610-4361-426	SUPPLIES COFFEE - TROLLEY	000000	7.83
01-0578	TWIN CITY HARDWARE & LU	I-2003-062950	610-4361-426	SUPPLIES PASTE,BATTERIES - TROLLEY	000000	34.97
		I-2003-063094	610-4361-426	SUPPLIES GLADE-USB 2.0 CABLE KIT/TROLLE	000000	18.98
		I-2003-064308	610-4361-425	REPAIRS EPOXY SHIELD - TROLLEY	000000	72.99
		I-2003-064477	610-4361-425	REPAIRS BROOM,WASH MACH PAN,MSG BK-TRO	000000	60.46
		I-2003-064491	610-4361-425	REPAIRS WATERING CAN - TROLLEY	000000	5.99
		I-2003-064510	610-4361-425	REPAIRS RENTL/CONCRETE GRINDER-TROLLEY	000000	120.00
		I-2003-064649	610-4361-425	REPAIRS WALL BASE - TROLLEY	000000	45.98
01-1626	SERVALL UNIFORM AND LIN	I-0314786	610-4361-422	PROFESSIONAL TOWELS & MATS - TROLLEY	000000	130.78
		I-0320591	610-4361-422	PROFESSIONAL TOWELS & MATS - TROLLEY	000000	130.78
01-2427	HOMETOWN TROLLEY	I-3683	610-4361-426	SUPPLIES WIPER ARM WET - TROLLEY	000000	61.92
		I-3699	610-4361-426	SUPPLIES DR SEAT BELT - TROLLEY	000000	102.82
01-3119	CERTIFIED LABORATORIES	I-3880760	610-4361-426	SUPPLIES SPARKLE AEROSOL - TROLLEY	000000	161.00
01-3877	MUTUAL OF OMAHA					

PACKET: 04990 COMBINED - 4/7/20

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3877	MUTUAL OF OMAHA	continued				
		I-001072672957	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	5.70
01-4057	VIEHAUSER ENTERPRISES,					
		I-27165	610-4361-434	MACHINERY/EQU INSTALL CAMERAS TROLLEY BARN	000000	1,597.90
01-4286	TCF EQUIPMENT FINANCE					
		I-04/01/20	610-4361-434	MACHINERY/EQU #300 TROLLEY	000000	3,133.62
		I-04/01/20	610-4361-434	MACHINERY/EQU #301TROLLEY	000000	3,133.62
		I-04/01/20	610-4361-434	MACHINERY/EQU #303 TROLLEY	000000	3,133.62
			DEPARTMENT 361	TROLLEY DEPARTMENT	TOTAL:	12,513.93
01-0429	BLACK HILLS ENERGY					
		I-POWER 03/30/20	610-4362-428	UTILITIES BROADWAY PARKING RAMP	000000	757.23
01-0782	JACOBS PRECISION WELDIN					
		I-26730	610-4362-425	REPAIRS SQUARE TUBE-FLAT BAR/RAMP	000000	51.80
01-3060	QUIK SIGNS					
		I-29460	610-4362-426	SUPPLIES SIGNS FOR PARKING RAMP	000000	377.75
01-3838	VAST BROADBAND					
		I-TELEPHONE 03/16/20	610-4362-428	UTILITIES PARKING RAMP	000000	145.49
		I-TELEPHONE 03/16/20	610-4362-428	UTILITIES MT MORIAH	000000	140.69
			DEPARTMENT 362	BROADWAY GARAGE	TOTAL:	1,472.96
			FUND	610	PARKING/TRANSPORTATION	TOTAL: 21,989.98

PACKET: 04990 COMBINED - 4/7/20

VENDOR SET: 01

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4671	KETZER, JESSE	I-032520	722-2190	AMOUNTS HELD REFUND - BIRTHDAY PARTY/REC	000000	1.83
DEPARTMENT NON-DEPARTMENTAL TOTAL:						1.83
FUND 722 SALES TAX AGENCY TOTAL:						1.83

PACKET: 04990 COMBINED - 4/7/20

VENDOR SET: 01

FUND : 725 TIF #8 DEADWOOD STAGE RUN

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-3362	FIRST INTERSTATE BANK						
		I-030220	725-4000-429	OTHER EXPENSE TIF#8 - STAGE RUN	000000	712.98	
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	712.98	
			FUND	725	TIF #8 DEADWOOD STAGE RUN	TOTAL:	712.98
					REPORT GRAND TOTAL:	441,744.09	

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**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR
CONSTRUCTION CONTRACT**

THIS AGREEMENT dated the _____ day of _____, 20 ____ is by and between

The City of Deadwood, South Dakota ("Owner") and

GTI Companies, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.
The Work is generally described as follows:

Base Bid - South City Hall Parking Lot Reconstruction.

ARTICLE 2 – THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents is described as the South City Hall Parking Lot Reconstruction Project (Base Bid Only).

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Affordably Creative Engineering Services, Inc. (ACES), (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Completion and Final Payment*

- A. The Work will be completed on or before July 31, 2020.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$250.00 for each day that expires after the time specified in Paragraph 4.02 above for Completion until the Work is complete.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents.

- A. Contract Amount: \$241,993.08

(Two Hundred Forty-One Thousand Nine Hundred Ninety-Three Dollars & Eight Cents)

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General and Supplementary Conditions.

6.02 *Progress Payments; Retainage*

- A. Prior to Completion, progress payments will be made in an amount equal to the percentage completed but, in each case, less the aggregate of payments previously made, less retainage and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the General and Supplementary Conditions..

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 7.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - A. This Agreement.
 - B. Performance bond.
 - C. Payment bond.
 - D. General Conditions.
 - E. Supplementary Conditions.
 - F. Specifications as listed in the table of contents of the Project Manual.
 - G. Drawings.
 - H. Addenda.
 - I. Exhibits to this Agreement:
 - a. Contractor's Bid.
 - b. Documentation submitted by Contractor prior to Notice of Award
 - J. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.05:
 - A. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - C. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 *Other Provisions*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on the date shown on Page 1 of this agreement (which is the Effective Date of the Agreement).

OWNER: The City Of Deadwood

CONTRACTOR: GTI Companies, Inc.

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

END OF DOCUMENT

6 N

OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-2084



KEVIN KUCHENBECKER
Historic Preservation Officer
Telephone: (605) 578-2082
Fax: (605) 578-2084
kevin@cityofdeadwood.com

MEMORANDUM

Date: March 26, 2020
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Albertson Engineering – Professional Services

Over the past several years the City of Deadwood, through the Historic Preservation Office, has used the professional services of Albertson Engineering of Rapid City for structural engineering of the public-private program of repairing and/or reconstructing the historic retaining walls within the City of Deadwood.

These services provide tremendous assistance and direction to the program. A couple years ago the City Commission requested this office to issue a RFP to review other possible providers. This was completed and Albertson Engineering was chosen as the top firm to meet our needs.

Staff is requesting consideration to enter into a contract with Albertson Engineering to continue with the necessary engineering services to protect the City of Deadwood, the Deadwood Historic Preservation Office and Albertson Engineering.

This office, along with the Historic Preservation Commission, is once again recommending approval of a contract for 2020 with Albertson Engineering for professional services for the retaining wall program in an amount not to exceed \$70,000.00. This would also include other professional services necessary to reconstruct the walls such as geotechnical engineering or civil engineering. The engineering and associated design costs are part of the annual line-item budget for the retaining wall program.

Recommend Motion: *Allow the Mayor to sign contract for 2020 with Albertson Engineering for professional services for the retaining wall program and other structural engineering projects in an amount not to exceed \$70,000.00 from the HP Professional Services budget.*



Albertson Engineering Inc.

3202 W. Main Street, Suite C
Rapid City, SD 57702

**An Agreement Between Owner
and Structural Engineer of Record
for Professional Services**

March 11, 2020

Structural Engineer (SER):

Albertson Engineering, Inc.
3202 West Main, Suite C
Rapid City, SD 57702

Kevin Kuchenbecker
City of Deadwood
108 Sherman Street
Deadwood, SD 57735

Project Name: Retaining Wall Replacement/Repair Open End Contract
Project Location: Deadwood, South Dakota
SER Project #: 2020-006

PROJECT DESCRIPTION

Design of retaining wall replacements and/or repairs at several locations to be determined by Historic Preservation Officer and Building Official for the City of Deadwood.

SCOPE OF SERVICES

The Structural Engineering Services to be provided are described in the Summary of Services (Exhibit A) and Terms and Conditions (Exhibit B). Included Additional Services (Exhibit B, Paragraph 3.1.1 and 3.1.2) are specifically noted in Exhibit A. This agreement does not include services for Project Peer Review, Special Inspections, or Fast Track Design and Construction.

ENGINEERING CHARGES

Compensation for our services shall be:

Services are to be billed at the SER's current standard hourly rate not to exceed Seventy Thousand Dollars (\$70,000.00).

The SER's current standard hourly rate schedule is:

Senior Principal	\$185/hr
Principal	\$165/hr
Senior Engineer	\$165/hr
Project Engineer	\$135/hr
Professional Engineer	\$125/hr
EIT	\$105/hr
BIM Technician II	\$105/hr

BIM Technician I	\$85/hr
Engineering Intern	\$70/hr
Clerical	\$50/hr

The engineering charges stated above shall be subject to renegotiation if the project becomes a Fast Track Project.

REIMBURSABLE EXPENSES

Reimbursable expenses (e.g., mileage, postage, copying) as described in the Terms and Conditions shall be billed as a multiple of 1.0 times the cost incurred plus any applicable taxes. Subconsultant expenses shall be billed as a multiple of 1.15 times the cost incurred plus any applicable taxes.

ADDITIONAL PROVISIONS

This Agreement, and Exhibits A & B hereto, constitute the entire agreement between the parties. The SER will begin services upon receipt of a signed contract.

This agreement will expire if not signed within 1 month of the agreement date.

AUTHORIZED ACCEPTANCE

by Structural Engineer
of Record (SER)



Signature

Mike Albertson, President

Print Name and Title

3/11/2000

Date

by Owner

Signature

Print Name and Title

Date



Albertson Engineering Inc.

3202 W. Main Street, Suite C
Rapid City, SD 57702

An Agreement Between Owner and Structural Engineer of Record for Professional Services©

Prepared by the Council of American Structural Engineers (CASE Document 2-1996)



Albertson Engineering Inc.

EXHIBIT A — Summary of Services

This is an exhibit attached to and made a part of the letter of agreement dated March 11, 2020 between the Structural Engineer of Record (SER), Albertson Engineering Inc., and City of Deadwood (Owner).

The services of the Structural Engineer of Record for this proposal may include those summarized below. See Exhibit B - Terms and Conditions - for further details.

Basic Services	Included	Not Included	Remarks
PROJECT DEVELOPMENT PHASE	X		
1. Define Scope of Structural Services	X		
2. Assist in Development of Schedule	X		
3. Assist in Determining Channels of Communication	X		
4. Assist in Determining Number of Meetings and Number of Site Visits			
CONTRACT DOCUMENTS PHASE	X		
1. Prepare Structural Design of Primary Structural System	X		
2. Designate Elements to be designed by Specialty Engineers, and Specify Structural Criteria for Specialty Engineers Design of Pre-Engineered Structural Elements.	X		
3. Review Effect of Secondary or Non-Structural Elements Attached to Primary Structural System	X		
4. Attend Meetings	X		
5. Assist in Coordination with Building Code Officials	X		

Basic Services (continued)	Included	Not Included	Remarks
6. Complete Structural Calculations	X		
7. Complete Structural Drawings	X		
8. Prepare or Edit Specifications for the Primary Structural System (on drawings)	X		
9. Assist in Establishing Testing and Inspection Requirements	X		
10. Perform Checking and Coordination of the Structural Documents	X		
CONSTRUCTION ADMINISTRATION PHASE	X		
1. Bidding and Award			
a. Assist Evaluating Bidder's Qualifications			
b. Provide Structural Addenda and Clarifications	X		
c. Assist in Bid Evaluation	X		
2. Pre-Construction Services	X		
a. Attend Meetings			
b. Assist in Establishing Communications Procedures	X		
c. Assist in Establishing Procedures for Testing and Inspections	X		
d. Assist in Confirming Submittal Procedures	X		
e. Assist in Selection of Testing Agency	X		
f. Advise Client and Contractor Which Structural Elements Require Construction Observation by SER	X		
		Not	

Basic Services (continued)		Included	Included	Remarks
g. Respond to Building Department and Peer Reviewer Comments		X		
3. Submittal Review				
a. Review Specified Submittals for Items Designed by SER		X		
b. Review Submittals for Pre-Engineered Structural Elements				
4. Site Visits				
a. Make Site Visits at Intervals Appropriate to the Stage of Construction		X		
b. Prepare Site Visit Reports				
5. Materials Testing and Inspection				
a. Review Testing and Inspection Reports		X		
b. Initiate Appropriate Action to Those Reports, if required				

ADDITIONAL SERVICES

1. Prepare and/or process typical construction administration items such as pay requests, requests for information, change orders, substantial completion.



An Agreement Between Owner and Structural Engineer of Record for Professional Services®

Prepared by the Council of American Structural Engineers (CASE Document 2-1996)

EXHIBIT B - Terms and Conditions

This is an exhibit attached to and made a part of the agreement dated March 11, 2020 between the Structural Engineer of Record (SER), Albertson Engineering Inc., and City of Deadwood (Owner).

Section I - General

1.1 This Agreement

- 1.1.1 These Terms and Conditions, along with the Agreement, and Exhibit A - Summary of Services, form the Agreement as if they were part of one and the same document. Unless otherwise specified, this Agreement shall be governed by the laws of the principal place of business of the Structural Engineer of Record (SER).
- 1.1.2 The Agreement and Exhibit A may limit or negate the applicability of these Terms and Conditions. Such limitation shall take precedence over provisions of this Exhibit.

1.2 General Obligations of the SER and the Owner

- 1.2.1 Albertson Engineering Inc., hereinafter referred to as the Structural Engineer of Record (SER), shall perform those professional structural engineering services as specified in Exhibit A and detailed in these Terms and Conditions. In rendering these services, the SER shall apply the skill and care ordinarily exercised by structural engineers at the time and place the services are rendered.
- 1.2.2 The Owner shall verify that the contemplated project will be financed adequately, including provisions for contingencies, to accomplish the stated and desired goals and commitments.
- 1.2.3 The Owner shall provide all criteria and full information with regard to his or her requirements for the Project and shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project. This shall include, but not be limited to, review and approval of design issues in the contract documents phase.
- 1.2.4 The SER shall recommend that the Owner obtain those geotechnical investigations, property surveys, reports and other data necessary for performance of the SER's services. Those services may be provided under this contract if requested by owner.

- 1.2.5 The SER shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project.
- 1.2.6 The Owner shall provide to the SER reports of geotechnical investigations, property surveys, and other reports and data requested, if available, as well as any previous reports or other data relative to the Project.

1.3 Definitions

- 1.3.1 Primary Structural System is the completed combination of elements, which serve to support the self weight, the applicable live load (which is based upon the occupancy and use of the spaces), the environmental loads such as wind and thermal, plus the seismic loading.
- 1.3.2 Pre-Engineered Structural Elements are structural elements, which are specified by the SER but may be designed by a Specialty Engineer. These elements are normally fabricated off-site, may require specialized equipment not usually available at the job site or could require a proprietary process. The SER shall specify the design criteria including the incorporation of the Pre-Engineered Structural Elements into the structure.

Examples of Pre-Engineered Structural Elements may include but are not limited to:

- a. Open web steel joists and joist girders.
- b. Wood trusses.
- c. Combination wood and metal, and plywood joists.
- d. Precast concrete elements.
- e. Prefabricated wood or metal buildings.
- f. Tilt-up concrete panel reinforcement and hardware required for lifting to position.

- 1.3.3 Specialty Engineer is an engineer who is legally responsible for sealing plans and designs for Pre-Engineered Structural Elements, which become part of the building. The Specialty Engineer is usually retained by a supplier or subcontractor who is responsible for the design, fabrication and (sometimes) installation of engineered elements.
- 1.3.4 Secondary Structural Elements are elements that are structurally significant for the function they serve but do not contribute to the strength or stability of the primary structure designed.
- 1.3.5 Reimbursable Expenses are expenses incurred directly or indirectly in connection with the project such as, but not limited to, transportation, meals and lodging for travel, long distance telephone calls and facsimile transmissions, overnight deliveries, courier services, professional services sales taxes, and the cost of reproductions beyond those normally required for coordination and information purposes.
- 1.3.6 Fast Track Projects are projects in which any portion of the contract drawings are released for

pricing/ bid/fabrication, or are submitted for building permit prior to such issuance of full design team documents.

Section 2 - Basic Services

2.1 General

- 2.1.1 The Basic Services of the SER shall include the analysis of, design of, preparation of drawings and specifications for; review of structural submittals related to; and construction observation of the Primary Structural System, as designated in Exhibit A.

- 2.1.2 Provide Structural criteria for Pre-Engineered Structural Elements, if required by Exhibit A. This includes the type of element, position within the structure, connection to the Primary Structural System, the loading and deflection criteria, and the required shop drawing and calculation submittal requirements

- 2.1.3 Review the effect of Secondary elements on the Primary Structural System and design the Primary Structural System to accept and support such items. The contract documents shall provide information regarding the supporting capability and physical attachment limitations of the Primary Structural System.

- 2.1.4 Submittal Review:

Review specified Submittals pertaining to items designed by the SER. Determine whether Submittals have received prior approvals as required by the Contract Documents. Review of Submittals shall be for general conformance with the information given and design concept expressed in the Structural Contract Documents.

Review submittals pertaining to Pre-Engineered Structural Elements specified by the SER and designed by Specialty Engineers. Determine whether Submittals have received prior approvals as required by the Contract Documents. Determine whether Submittals bear the signature and professional seal of the Specialty Engineer responsible for the design as required by the Contract Documents. Review of Pre-Engineered Structural Elements shall be for type, position, and connection to other elements within the Primary Structural System, and for criteria and loads used for their design. Review shall include determination that structural elements necessary for a stable structure will be provided.

- 2.1.5 Construction Observation:

Make site visits at intervals appropriate to the stage of construction and as defined by the Contract to observe and become generally familiar with the quality and the progress of the construction work relative to the Primary Structural System.

Prepare construction observation reports.

Section 3 - Additional Services

3.1 General

- 3.1.1 Services beyond those outlined under Basic Services may be requested. These services may be provided by the SER under terms mutually agreed upon by the Client and the SER.

- 3.1.2 Special Services are services that may or may not be foreseen at the beginning of design stages, and are not normally included as Basic Services. Examples include, but are not limited to:

- 1) Tenant-related design services.
- 2) Services related to special dynamic analyses such as spectrum or time-history response to seismic forces, or floor-response analysis for footfall or vibratory equipment.
- 3) Services related to special wind analyses, such as wind-tunnel tests, etc.
- 4) Services related to "seismic risk" analysis.
- 5) Studies of various schemes to accommodate special energy requirements.
- 6) Services connected with the preparation of documents for alternate bids or for segregated contracts for phased or fast track construction.
- 7) Continuous and/or detailed inspections of construction.
- 8) Design or field observations of shoring and bracing for excavations and buildings, or underpinning of adjacent structures.
- 9) Design or review related to contractor's construction related equipment, e.g., cranes, hoists, etc.
- 10) Design of swimming pools.
- 11) Design for future expansion.
- 12) Filing application for and obtaining a building permit.
- 13) Preparation of "as-built" or record set of drawings.
- 14) Preparation of shop or fabrication drawings, for example, tilt-up wall panel drawings, reinforcing and structural steel detailing, etc.
- 15) Review and determination of structural fire resistance requirements.
- 16) Providing construction observations in excess of those required determining if construction is in general conformance with the structural portions of the construction documents.

- 3.1.3 Extra Services - These are services that arise as a result of unforeseen circumstances during the design or construction process.

Examples include, but are not limited to:

- 1) Services resulting from changes in scope or magnitude of the project as described and agreed to under the Basic Services Agreement.
- 2) Services resulting from changes necessary because of a construction cost over-run, which is outside the control of the SER.
- 3) Services resulting from revisions, which are inconsistent with approvals or instructions previously given by the Client.
- 4) Services resulting from revisions due to the enactment or revision of codes, laws, or regulations subsequent to the start of preparation of construction documents.
- 5) Services resulting from Change Orders.
- 6) Services resulting from corrections or revisions required because of errors or omissions in construction by the building contractor or in design by consultants other than the SER.
- 7) Services resulting from construction procedures over which the SER has no control.
- 8) Services due to extended design or construction time schedules.
- 9) Services, including assisting in preparation for litigation or arbitration as witnesses or consultants, in connection with any public hearing, arbitration, or legal proceedings with respect to the project.
- 10) Services resulting from damage, as the result of fires, man made disasters, or acts of God.
- 11) Review and design of alternate or substitute systems.
- 12) Review of additional shop drawing submittals when occasioned by improper or incomplete submittals.
- 13) Attendance at construction progress meetings.
- 14) Overtime work required by the Contractor.
- 15) Services rendered for special foundations when the discovery of poor soil conditions is made after execution of this Agreement. Examples include, but are not limited to: deep foundations, mat footings, structural grade slabs, and grade beams.

Section 4 - Fees and Payments

4.1 Fees and Other Compensation

- 4.1.1 Fees for Basic Services, Additional Services and Compensation for Reimbursable Expenses are set forth in the Letter Agreement.

4.2 Payments on Account

- 4.2.1 Invoices for the SER's services shall be submitted, at the SER's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered PAST DUE if not paid within 30 days after the invoice date.
- 4.2.2 Retainers, if applicable to this Project, shall be credited to the final invoice(s).
- 4.2.3 Any inquiry or questions concerning the substance or content of an invoice shall be made to the SER in writing within 10 days of receipt of the invoice. A failure to notify the SER within this period shall constitute acknowledgement that the service has been provided.

4.3 Late Payments

- 4.3.1 A service charge will be charged at the rate of 1.5% (18% true annual rate) per month or the maximum allowable by law on the then outstanding balance of PAST DUE accounts. In the event any portion of an account remains unpaid 90 days after billing, the Owner shall pay all costs of collection, including reasonable attorney's fees.
- 4.3.2 In the event that any portion of an account remains unpaid 30 days after billing, the SER may, without waiving any claim or right against the Owner, and without liability whatsoever to the Owner, suspend or terminate the performance of all services.

Section 5 - Insurance, Indemnifications & Risk Allocation

5.1 Insurance

- 5.1.1 The SER shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance and automobile liability insurance to protect the SER from claims for negligence, bodily injury, death, or property damage which may arise out of the performance of the SER's services under this Agreement, and from claims under the Workers' Compensation Acts. The SER shall, if requested in writing, issue certificate confirming such insurance to the Owner.
- 5.1.2 Albertson Engineering Inc. shall maintain professional liability insurance coverages with limits no less than \$1,000,000 per claim, \$1,000,000 aggregate. The policy's retroactive date must be not later than the date that Professional Services commenced under the terms of this contract and Albertson Engineering Inc. must continue cover coverage for a period of not less than two years

after all Professional Services under the terms of this contract are completed.

5.2 Indemnifications

- 5.2.1 The Owner shall indemnify and hold harmless the SER and all of its personnel, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense are caused in whole or in part by the negligent act or omission and/or strict liability of the Owner, anyone directly or indirectly employed by the Owner (except the SER) or anyone for whose acts any of them may be liable.
- 5.2.2 The SER shall indemnify and hold harmless the Owner and its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) to the extent they are caused by the negligent act, error, or omission by the SER in performance of its services under this Agreement..

Section 6 - Miscellaneous Provisions

6.1 Reuse of Documents

- 6.1.1 All documents including calculations, computer files, drawings, and specifications prepared by the SER pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this project. They are and shall remain the property of the SER. Any reuse without written approval or adaptation by the SER is prohibited.

6.2 Opinion of Probable Construction Costs

- 6.2.1 The SER's opinion of probable construction costs, if rendered as a service under this Agreement, is based on assumed labor costs and approximates quantities of material and equipment, and therefore is of a conditional character. The SER cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the Project may affect estimates.

6.3 Hidden Conditions

- 6.3.1 A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the SER shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or

correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.

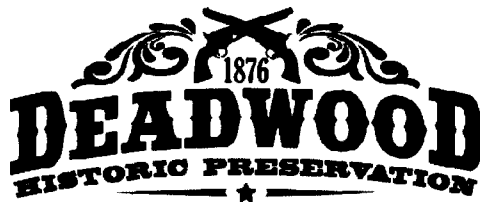
6.4 Termination, Successors and Assigns

- 6.4.1 This agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Owner shall pay the Engineer for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.
- 6.4.2 The Owner and the SER each binds himself or herself, partners, successors, executors, administrators, assigns and legal representative to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.
- 6.4.3 Neither the Owner nor the SER shall assign, sublet or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the SER from employing such independent consultants, associates and subcontractors, as he or she may deem appropriate to assist in the performance of services hereunder.

6.5 Disputes Resolution

- 6.5.1 All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be presented to non-binding mediation, subject to the parties agreeing to a mediator(s).

OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-2084



KEVIN KUCHENBECKER
Historic Preservation Officer
Telephone: (605) 578-2082
Fax: (605) 578-2084
kevin@cityofdeadwood.com

MEMORANDUM

Date: March 26, 2020
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Deadwood Event Complex Wayfinding Agreement

With the 100th anniversary of the Days of 76 Rodeo and Celebration advancing in the next couple years along with increase of events now being held at the Deadwood Event Complex, the current signage at the facility is not adequate to handle the bigger number of participants at these large events such as the PBR Rodeo, Days of 76 Rodeo and Pro SnoCross events.

Over the years different stages of signage have been installed depending on which project was being done at the time. There needs to be adequate entry identification, seating identification, directional signage, ADA restroom and many other regulatory signs. City staff is requesting permission to hire BDT Architects & Designers who was the principal designer of the citywide wayfinding and Deadwood Trail System to research and analyze the current signage of the Deadwood Event Complex at a cost not to exceed \$3,800.00 to be paid out of the Public Education line item.

The Historic Preservation Commission reviewed this request at their March 25, 2020 meeting and recommends approval.

Recommend Motion: *Move to contract with BDT Architects and Designer to conduct research and analysis of the Deadwood Event Complex in an amount not to exceed \$3,800.00 to be paid out of the HP Public Education line item.*

PROPOSAL/AGREEMENT

BETWEEN CLIENT AND CONSULTANT
FOR LIMITED PROFESSIONAL SERVICES

January 17, 2020
VERSION 01

CLIENT

Bob Nelson – Director of Public Works
108 Sherman Street
Deadwood, South Dakota 57732
Office: (605) 578-2082
bobjr@cityofdeadwood.com

CONSULTANT

BDTAID, Inc. (BDT)
417 Kansas City Street
Rapid City, SD 57701
Cell: 605.430.5170
Ray Berberich - Associate Principal
rberberich@bdtaid.com

PROJECT

City of Deadwood Event Complex – Wayfinding, Identification Signage and Sponsorship Sign Standards

Dear Bob,

BDT Architects & Designers (Designer) would like to thank you for this opportunity to provide the City of Deadwood (Client) with this proposal for professional design and consulting services for the planning of the Sponsorship Sign Standards. The following proposal has been divided into four sections. The first section is a Project Summary that outlines our understanding of the project to date. Section two defines the Scope of Work. The third section describes the Scope of Basic Services. The fourth and final section defines Compensation followed by Terms and Conditions for the project.

PROJECT SUMMARY

Below is a brief description of our understanding of the project to date, based on our 01/13/2020 meeting and knowledge gained from previous city projects.

The City of Deadwood is requesting a plan designed to standardize all signage, permanent and temporary, in and around the Event Complex. The scope of work is to include the standardization of Sponsorship & Advertising Signage, Site Signage (i.e.: wayfinding, identification, regulatory, temporary signage) and site modifications to establish improved traffic flow for pedestrians and vehicles that would affect wayfinding.

SITE SIGNAGE AND MODIFICATIONS

The current signage located throughout the Event Complex seems to have been applied as a piece-meal approach during various stages of renovation and expansion of services over the years in the grandstands and surrounding areas. This approach has created visual clutter that needs to be clean-up and new standards to be enforced. Some of the signage and areas to be affected are:

- Deadwood branded site signage
- Entry Identification
- Seat Section Identification
- Concession signage (menu, specials, etc.)
- Directional Signage
- ADA Restroom Signage
- Regulatory Signage (No Parking, ADA Parking, Don't tie livestock to fence, etc.)
- Interpretive display panels
- Site improvements to reduce or eliminate cross-traffic situations and improve signage opportunities
- Concession queuing issues

SPONSORSHIP AND ADVERTISING SIGNAGE

The current approach to sponsorship signage is "off the cuff" or impromptu. This approach causes issues with planning, coordination, installation and removal. The visual results of this approach are often times appear haphazard and disorganized. Some of the areas and signs that should be considered for standardization are:

- Event branded signage
- Light towers
- Video boards (Permanent and Temporary)
- Banners on the arena rails
- Signage on all building and structures
- Any trash receptacles
- Pop-up vendor tents and advertising
- Banners on back stops
- Advertising posters
- Ad panels around the "crow's nest" and chutes
- Transient vendor tents and ad displays

SCOPE OF WORK

The following is a three (3) phase proposal that will include research / analysis, design, and design documentation. The scope of work has been developed based on the project overview information above and our past experience on similar projects.

PHASE I - RESEARCH AND ANALYSIS (\$3,800.00)

During the Research and Analysis Phase we shall:

- Hold a Project Kick-off meeting with key personnel
- Conduct a visual audit of the existing conditions
- Interview appropriate staff to outline the needs, goals, operational and maintenance issues for the facility
- Review existing circulation patterns that exist for both vehicular and pedestrian traffic
- Begin to develop the project terminology & nomenclature
- Begin to establish signage locations and site plans
- Begin to develop recommendations for site and architectural modifications that would affect signage and traffic patterns
- Photograph and document each of the sign locations as needed

All information from Phase I shall be assembled in an electronic PDF format for review and comment by key personnel. Adjustments shall be made based on comments and observations from the Client and any noted errors shall be corrected. Upon approval Phase I shall be complete.

PHASE II - DESIGN DEVELOPMENT (\$6,460.00)

During the Design Development Phase we shall:

- Begin to identify the visual vocabulary and define the sign types needed for both the wayfinding signage and the sponsorship sign standards
- Develop up to two (2) design directions for key sign types that have been identified to help establish the preferred design direction that is to address the functional requirements for the project
- Define site plan(s) to communicate any proposed site or architectural modifications that would affect signage and traffic patterns
- Begin identify project materials
- Begin identify project colors
- Develop design concepts using varying media, photo images, and/or hand drawings
- Continue to develop and finalize project terminology / nomenclature
- Continue to develop and finalize sign location plans
- Continue to develop and finalize message schedule

All information from Phase II shall be assembled and presented in an electronic PDF format for review and comment by key personnel. Upon approval of one design direction Phase II shall be complete. In the event that the initial design directions are not accepted, Designer shall provide up to one (1) additional revision to one (1) design direction as a part of this proposal. If additional revisions and/or design directions are required this work shall be considered as additional services. Upon approval, Phase II shall be complete.

PHASE III – DESIGN INTENT (\$5,700.00)

During the Intent Design Phase we shall:

- Prepare documentation that contains complete and final drawings for each of the defined sign types for the wayfinding and identification signage
- Prepare booklet documentation that contains complete and final drawings for each of the defined sign types for the sponsorship sign standards to be used for all future events
- Develop drawings that shall be to-scale, color and illustrating two (2) or more views of each sign type with specific dimensions, color and materials
- Finalize the sign location plans
- Finalize and document the site and architectural modifications that would affect signage and traffic patterns
- Finalize the message schedule

The Phase III documents are to express visual design intent and are not intended for actual fabrication purposes. All drawings and information shall be completed in such a manner as to allow a qualified and competent signage fabricator to accurately bid and produce engineered shop drawings for fabrication. All information shall be assembled and presented in a PDF format for review and comment with key personnel. Final adjustments to the design package for the approved design shall be made based on the review of the Client. Any noted errors shall be corrected prior to distribution and bidding. If additional revisions and/or design directions are required this work shall be considered as additional services. Upon review and approval Phase III shall be complete.

SCOPE OF BASIC SERVICES

Using an 11" x 17" drawing format, the development of the design package(s) shall consist of black/white sketches, color sketches, computer generated color drawings, and /or referential imagery that shall illustrate the proposed design direction and ideas. Documents and other pertinent information shall be presented as an electronic PDF document for review by Client. The costs associated with any printing shall be invoiced as a reimbursable expense.

COMPENSATION / TERMS AND CONDITIONS

Scope of Work as defined above.....\$15,960.00

TOTAL DESIGN FEES.....\$15,960.00

BILLING STRUCTURE

Design services listed in this proposal shall begin promptly upon the return of one signed copy signifying your acceptance and serve as our agreement. Designer shall invoice monthly for a percentage of completion of listed stages plus reimbursable expenses. All invoices shall be payable upon receipt.

Additional Services are services not described in the Scope of Work above and shall only be provided if requested or confirmed in writing by the Client. At owner's request we can provide additional drawings, material and equipment detail, design and construction administration. When Additional Services are performed, they will be invoiced monthly based on an hourly rate or an agreed upon fixed fee with any additional reimbursable expenses.

**Hourly rates listed above are subject to change every fiscal year. New rates go into effect on January 15 and BDT will notify you of the rate change around that time via an official notice sent with your invoice/statement.*

DURATION OF SERVICE AND CANCELLATION

The duration of Designer's involvement shall be limited to three (3) months or an agreed upon timeline that shall be determined by the project schedule and the Client's requirements. Client may terminate this Agreement upon written notice. Upon receipt of such written notice of termination, Designer shall terminate its Services and Client shall pay Designer for any unpaid services and costs, including fees and costs for completed work for which Designer has not yet invoiced the Client.

TRADEMARKS AND COPYRIGHTS

Provided Client is not in default of its payment obligations of this Agreement, Client shall receive a perpetual, exclusive, and royalty-free ownership of any trademark and copyright resulting from Designer's performance of services for the Client.

REIMBURSABLE EXPENSES

The professional service fees listed above do not include Reimbursable Expenses, which are incurred during the course of the project on behalf of the Client. Reimbursable expenses shall consist of expenditures made in the interest of the project to include but not limited to, use of mileage, postage and overnight delivery charges. All reimbursable expenses incurred shall be billed at the completion of each project phase and payable upon receipt. Reimbursable expenses are estimated to be \$450.00 with cost not to exceed \$750.00.

- o 8.5x11 Prints (Each) - \$1.25 / SHEET
- o 11x17 Prints (Each) - \$ 2.50 / SHEET
- o Mileage - \$ 0.58 / MILE

WORKING ARRANGEMENTS

Designer shall perform the Services at the Designer's place of business. When it becomes necessary or appropriate for the Designer to perform services at Client's place of business, Client shall provide workspace, security arrangements and materials necessary in conjunction with the performance of the Services outlined above. Client shall have direct supervision over the assignment activities of the Designer, unless otherwise specified. Client shall designate specific persons to coordinate administrative and technical matters prior to the assignment.

ADA COMPLIANCE

Client acknowledges that the Designer will use reasonable effort and judgment to interpret applicable Americans with Disabilities Act ("ADA") requirements / guidelines and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to this project. The Designer, to the best of his ability, shall interpret and comply with ADA guidelines and/or requirements of federal, state and local laws, rules, codes, ordinances or regulations as they apply to this project.

DESIGNS

Concepts, layouts, and color applications that are created for the outlined scope of work but not approved by the Client shall remain the exclusive property of the Designer, who will be free to use such designs in any way desired. No use of same shall be made except upon agreed to compensation.

CONFIDENTIAL INFORMATION

Consultant will treat all information and work product relating to assignments as secret and confidential when so identified by Client.

Thank you for this opportunity.

Respectfully submitted,

Ray Berberich

EXECUTION OF AGREEMENT

This Agreement entered into as of the date indicated above, and incorporates the attached Terms and Conditions.

CLIENT

(SIGNATURE)

DESIGNER

(SIGNATURE)

OFFICE USE:

SERVICES	Design Without Construction Observation
DISCIPLINES	Communications
PROJECT TYPE	Wayfinding Signage and Sponsorship Sign Standards
DELIVERY METHOD	Choose an Item
MARKET	Community
CUSTOMER TYPE	Public Sector

TERMS AND CONDITIONS

Time

BDT shall perform services under this Agreement as promptly as is consistent with sound professional practices. BDT shall, upon request of Client, submit a schedule for completion of services which may be adjusted as the project proceeds, and shall include allowances for review by Client and approval by governing authorities.

Client's Consultants

Services provided for site survey, subsurface investigation, or pre-engineered building design, if a part of the project, shall be by licensed professional consultants and bear their seals. BDT shall have no responsibility for the components of the project designed by the Client's consultants. Review by BDT of the consultants' work is solely for consistency with BDT's design concept. BDT shall be entitled to rely on the technical sufficiency and timely delivery of documents and services of Client's consultants, as well as the consultant's computations, and shall not be required to review consultant's work for compliance with applicable codes, laws or other regulations. The Client shall indemnify and hold harmless BDT from and against claims, damages, losses and expenses, including attorneys' fees, arising out of services of other consultants of the Client.

Environmental Issues

It is understood and agreed that the Agreement does not contemplate the handling of or design including asbestos or any hazardous waste material. The Client agrees to notify BDT of hazardous materials known or suspected to exist at the project site. The Client agrees to indemnify and hold harmless BDT for all claims arising from encountering of unanticipated asbestos or other hazardous waste material as defined by the E.P.A.

Construction Means, Methods and Safety

It is understood that BDT has no control or authority over the means, methods, and sequences of construction; and therefore has no ongoing responsibility whatsoever for construction safety beyond its own personnel.

Payment

Invoices for services and reimbursable expenses will be submitted monthly or at the completion of each phase of work and are due upon receipt.

Invoices will be considered past due when unpaid after 30 days and subject to a service charge of 1.5 percent per month on the outstanding balance. In the event any portion of account remains unpaid 90 days after billing, Client shall pay cost of collection. BDT

BDTAID, Inc., hereinafter called "BDT", shall perform services defined in this Agreement for the Client, The City of Deadwood, under the following Terms and Conditions:

reserves the right to terminate performance of its services, without waiving any rights and without liability, for failure of Client to make payments in accordance with the provisions of this Agreement.

Termination

This Agreement may be terminated upon ten days written notice by either party should the other fail to perform in accordance with the terms of the Agreement or if the project is delayed, suspended or abandoned. In this event, the Client shall pay BDT, within 30 days of the date of termination, for all services performed and reimbursable expenses to date of termination.

Dispute Resolution

All claims, disputes, or other matters in question between the Client and BDT arising out of this Agreement shall be submitted to mediation unless the parties mutually agree otherwise.

In the event the Client or BDT makes a claim or brings an action against the other for any act arising out of the performance of the services in this Agreement, and the Claimant fails to prove such claim or action, then the Claimant shall pay all legal and other costs, including attorneys' fees, incurred by the Defendant of such claim or action.

Standard of Care

Services performed by BDT under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in this locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or any other instruments of service.

Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and BDT, the risks have been allocated such that the Client agrees that BDT's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total fee for services on this project or \$20,000.00, whichever is greater. Such causes include, but are not limited to, BDT's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Ownership of Documents

Client acknowledges BDT's documents, including electronic media, as instruments of BDT's service, not products. BDT shall retain records of services for a period of ten years, during which period they will be available to the Client at all reasonable times.

These documents are and shall remain the property of BDT, and are for use solely with respect to this Project. Documents may not be used for any other endeavor without the written consent of BDT. Any unauthorized modification or reuse of documents is at Client's sole risk, and Client agrees to indemnify and hold BDT harmless from all claims arising out of the unauthorized modification or use of BDT's instruments of service.

Electronic Data Limitations

Electronic data produced as part of this Agreement are compatible only with the software and hardware used in their production at BDT. BDT makes no representation as to the compatibility of electronic data with software or hardware of others.

BDT reserves the right to remove all indication of its ownership, including professional seals, from each electronic medium not held in its possession.

Agreement

This Agreement represents the entire understanding between the parties concerning the project to which it refers and supersedes all prior negotiations concerning it.

This Agreement shall be governed by the applicable laws of the State of Ohio.

If any provision of this Agreement is found to be invalid, the remainder of this Agreement shall not be affected.

This Agreement may be amended only in writing, agreed to by both parties.

This Agreement shall be binding on the parties, their successors, assigns and representatives. Neither party shall assign, sublet or transfer their interest in this Agreement without the prior written consent of the other.

Acceptance

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition or deletion. In the event Client's acknowledgment, invoice or other forms state terms additional to or different from those set forth herein, this shall be deemed a notification of objection to such additional and/or different terms and a rejection thereof. No waiver or modification of the terms and conditions set forth herein shall be binding upon Design Professional unless made in writing and signed by Design Professional's authorized representative. Agreement of Terms and Conditions, initiated by:

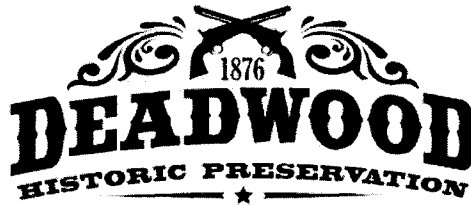
CLIENT



BDTAID, Inc.

LP

OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-2084



Kevin Kuchenbecker
Historic Preservation Officer
Telephone (605) 578-2082
kevin@cityofdeadwood.com

MEMORANDUM

Date: March 26, 2020
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: 2020 City of Deadwood Oral History Project

The Historic Preservation Office is requesting permission to hire Jaci Conrad Pearson of Lawrence County, South Dakota to collect and transcribe (10) oral histories as part of the 2020 oral history project. The Deadwood Oral History Project is in its sixteenth year and has recorded and collected 164 individual recollections. Topics include longtime residents, the advent of legalized gaming, former City and Historic Preservation commissioners, former Homestake Slime Plant employees and the development of the Michelson Trail.

The Historic Preservation Commission reviewed this request at their March 25, 2020 meeting and recommends approval.

Recommended Motion: *Move to allow the Historic Preservation Office to enter into a contract with Jaci Conrad Pearson of Lawrence County, South Dakota, independent contractor, to collect and transcribe (10) oral histories as part of the 2020 oral history project. The cost for this project will not exceed the amount of \$6,750.00. This is a 2020 Archives budgeted project.*

CONTRACT BETWEEN CITY OF DEADWOOD AND
JACI CONRAD PEARSON, INDEPENDENT CONTRACTOR

This Agreement is between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 108 Sherman Street, Deadwood, South Dakota 57732, on behalf of its Archives department (hereinafter referred to as "CITY") and Jaci Conrad Pearson of P.O. Box 631, Deadwood, South Dakota 57732 (hereinafter referred to as "PEARSON").

The purpose of this Contract is to set forth the terms and conditions of the agreement between CITY and PEARSON for services related to the production of oral histories, focusing on the development of limited gaming or other subjects related to the history of Deadwood, Lawrence County, South Dakota.

The parties desire to enter into an agreement whereby PEARSON agrees to create and provide up to ten (10) oral histories; and

PEARSON has the experience and expertise to produce the oral histories.

Based upon the representations and understanding of each party, CITY and PEARSON agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. The parties agree it is PEARSON'S responsibility to comply with all local and state laws relating to workmen's compensation, register, report, and pay all necessary taxes and insurance including, but not limited to Social Security, FICA, Unemployment Insurance, and comply with the Equal Employment Opportunities Act.
3. PEARSON shall provide her own office space, equipment and materials to meet the requirements of this agreement.
4. PEARSON shall create and provide CITY with up to ten (10) completed oral histories and one (1) copy of the transcribed interview, interview recordings and an oral history release form by December 31, 2020.

16. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota.

17. This agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

Dated this ____ day of _____, 2020.

CITY OF DEADWOOD

By: _____
David R. Ruth, Jr., Mayor

ATTEST:

Jessica McKeown
City Finance Officer

Dated this ____ day of _____, 2020.

Jaci Conrad Pearson, Independent Contractor

State of South Dakota _____)
County of _____) SS
County of _____)

On this ____ day of _____, 2020, before me, the undersigned officer, personally appeared Jaci Conrad Pearson, Independent Contractor, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

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

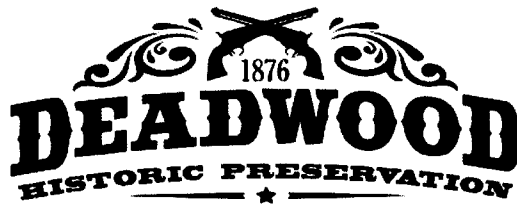
(SEAL)

Notary Public
My Commission Expires: _____

5. Upon completion of each oral history, PEARSON shall provide CITY one copy of the transcribed interview, interview recordings, and oral history release form, and vouchers for work completed.
6. CITY shall pay PEARSON the sum of Six Hundred Seventy-Five and 00/100 Dollars (\$675.00) per each completed oral history, for a total not to exceed Six Thousand Seven Hundred Fifty and 00/100 Dollars (\$6,750.00), for work completed and this amount cannot be exceeded unless change orders are agreed upon in writing by both parties.
7. PEARSON shall remain solely responsible for the content and accuracy of the transcriptions.
8. In the event PEARSON does not complete ten (10) oral histories by December 31, 2020, CITY shall pay PEARSON for all work fully completed up to December 31, 2020.
9. Prior to scheduling any oral histories, the CITY shall select the interview subjects.
10. With the sole exception of the typing of transcriptions of interviews, PEARSON may not subcontract any portion of this contract or any portion of the work.
11. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
12. Copyright for the oral histories shall belong to **CITY**. Copyright for all transcribed interviews, interview recordings, and oral history release form shall also belong to **CITY**.
13. Either party may terminate this agreement upon providing the other party with thirty (30) days notice in writing and served upon the other party via certified mail; however within one (1) week of such notice, PEARSON shall provide to CITY all original documents produced at that time.
14. PEARSON is an independent contractor and this contract shall not be construed as creating any type of relationship including but not limited to, principal and agent or employer and employee between CITY and PEARSON. PEARSON does not have authority to hire any person on behalf of CITY.
15. PEARSON shall indemnify, defend and hold harmless CITY, its employees and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expense including attorney's fees arising out of or in connection with any conduct or work of PEARSON as set forth in this agreement.

6Q

OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-2084



Kevin Kuchenbecker
Historic Preservation Officer
Telephone (605) 578-2082
kevin@cityofdeadwood.com

MEMORANDUM

Date: March 26, 2020
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Sexton of Historic Cemeteries
Re: Mt. Moriah Cemetery Tree Maintenance

City staff continues to be concerned with numerous "widowmakers" and/or dead branches located precariously high in the trees at Mt. Moriah Cemetery. These branches may fall on unsuspecting individuals below. Almost all the trees in this cemetery are in need of some type of pruning to remove dead branches and reduce risk. Pruning the trees should also increase light and air penetration to the inside of the tree's crown and the landscape below. Attached to this memo is a map highlighting areas the concerns witnessed in the cemetery.

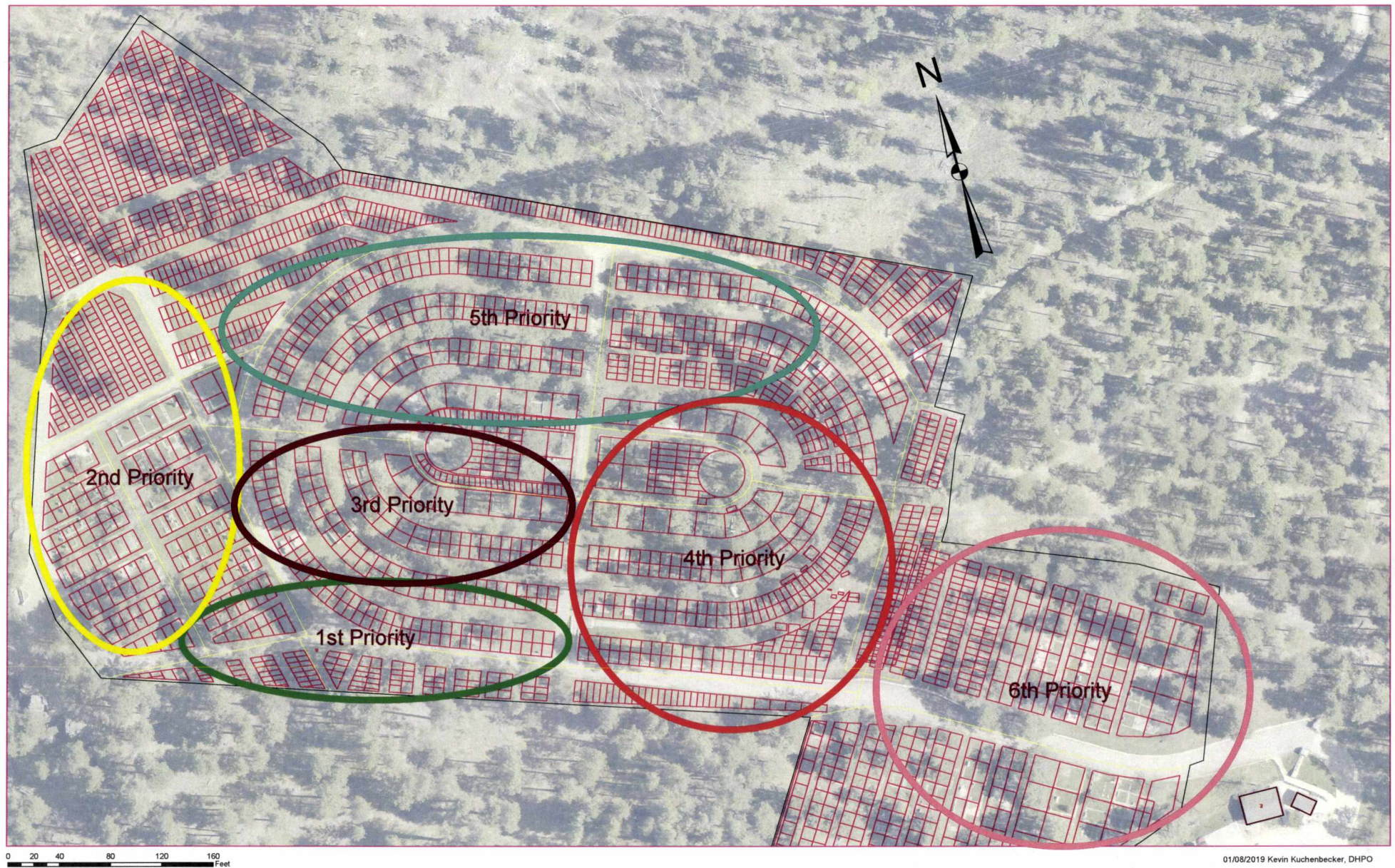
Pruning large trees can be dangerous and it is best to hire a professional arborist and a trained crew with the required safety equipment and liability insurance. Tree Wise Men specialize in low impact tree care and preform hazardous removals where bucket trucks or cranes can't reach. They climb trees to trim them properly from the inside out, understanding their strengths and weaknesses to perform the best job possible.

In 2019, we began an aggressive and concerted effort to address the above concerns with the tree trimming in priority areas 1, 2 and 3 as shown on the map. In 2020, the City again provided funds in the budget to continue this effort through the Historic Cemeteries Enterprise Fund.

ISA Certified Arborists Alan Enderson with Tree Wise Men has provided a proposal for pruning of dead/hazardous branches in large pine trees in Mt. Moriah Cemetery to improve safety and health in priority area 4 and finishing priority areas 2 and 3 including the cleanup and hauling away of all material. The proposal for priority area 4 is \$12,425.00, to finish priority area 2 is \$2,625.00, and to finish priority area 3 is \$1,400.00 for a total not to exceed of \$16,450.00 to be paid out of the Historic Cemeteries Enterprise Fund as budgeted.

Recommended Motion: *Move to approve Tree Wise Men proposal for pruning of dead/ hazardous branches in priority areas 2, 3 and 4 including cleanup and hauling away of materials in an amount not to exceed \$16,450.00 to be paid out of Historic Cemeteries Enterprise fund as budgeted.*

Mt. Moriah Tree Trimming Project 2019





Alan Enderson
ID#: MW-5809A



Tree Care Proposal

Date: 3/23/2020

Name: Deadwood Historic Preservation
Attn: Kevin Kuchenbecker

Job Location: Mt. Moriah Cemetery
Deadwood, SD 57732

JOB DESCRIPTION:

Pruning of dead/hazard branches in large Pine tree. Clean up and haul away of all material.

- Finish Priority Area 2: \$2,625

- Finish Priority Area 3: \$1,400

- Priority Area 4: \$12,425

- Priority Area 5: \$12,950

- Priority Area 6: \$10,200

* This estimate is for completing the work described above. It is solely based on our evaluation and does not include material price increases or additional labor and or materials that may be needed should unforeseen problems or adverse weather develop following the start of the job.

* **Appropriate state and municipal taxes of 4.5-6.5% will be added to the final cost where applicable.**

* Please print this page and sign below. Upon signing below, the client agrees to the TREE WISE MEN Service Terms & Conditions, and enters a legally binding contract for the services described above.

Total Job Cost: \$39,600⁰⁰

Estimated by: Alan Enderson

Client Signature: _____

TWM Signature: _____

A handwritten signature in blue ink, appearing to be "Alan Enderson", written over the TWM Signature line.

TREE WISE MEN Service Terms & Conditions

Free Estimate/Proposal

TREE WISE MEN provides free estimates for the initial exchange. If the client requires the estimator to return then a \$25 fee may be charged. We recommend that the client prepare a list of items they want quoted prior to the estimator's arrival. If the client has very specific concepts in mind, we recommend they be present for the estimate.

Assessment/Consultation

An assessment or consultation on an unhealthy tree or planting for a resident with a single lot is \$75. Consultations/Assessments for large commercial or residential sized properties may be determined to be \$150 or more (an exact amount will be given in advance).

Arboriculture & Urban Thinning Terms

Dead Prune – Removal of all dead and damaged branches.

Canopy Raise - Selective pruning to provide vertical clearance.

Canopy Reduction - Selective pruning to reduce the overall size of the canopy.

Full Prune - Removal of all dead and damaged branches, and sucker growth. Canopy raise and structure clearance.

Thin - Selective pruning to reduce density of living branches, by removing entire branches or thinning the ends of large branches. "Thinning" may include removal of dead branches.

Takedown - All material is brought to the ground and cut into manageable sizes for later removal and cleanup.

Tree Removal - Total removal of tree within 6" of ground level and clean up of all debris. Additional fees may be charged for unseen concrete or metal in tree upon notification of owner.

Cabling - Cabling of tree limbs reduces potential breakage. The objective of cabling is to provide supplemental support to the two co-dominant limbs forming the split crotch in order to limit additional splitting and lengthen the useful life of the tree.

Cleanup - Logs, brush, leaves, branches, twigs and other such debris, tree work performed by TREE WISE MEN, are removed from the site. Excess sawdust that we cannot rake up will not be removed.

Stump Removal – TREE WISE MEN is not responsible for any stump removal unless otherwise stated in the job description and all related costs are included in the approved cost proposal.

Standard - Work performed is done in accordance to ANSI 300 Pruning standards.

Arborist Disclosure Statement – TREE WISE MEN is proud to provide the services of experienced and knowledgeable arborists to our clients. However, it is important to note that arborists cannot detect or anticipate every condition or event that could occur that would lead to the illness, structural failure or other defect that could lead to a future problem with a tree nor can an arborist guarantee the future health or safety of a tree in all circumstances.

* Some lawn damage may occur.

* Trees occasionally grow around objects, such as metal fences and concrete posts or walks. This kind of unseen material may require additional time and equipment to remove; additional charges may be added as a result.

Forestry & Logging Terms

Buffer Zone - An area designated to be left along roads or other features in which there will be no cutting.

Leave Tree – Trees that have been identified as healthy and are to be uncut.

Cut Trees - Trees designated for cutting.

D.B.H. - Diameter at breast height, a point on the tree stem 4 feet above ground level on the uphill side of the tree.

Conifer - Any tree with needle-like leaf structure, such as, pine, spruce, and cedar.

Hardwood - Any tree or tall shrub with broad leaves, such as, ironwood, oak, maple, aspen, birch, cottonwood, and willow.

Force Majeure - Acts that are unforeseeable and beyond the control of either party to the Contract. Acts of Force Majeure include, but are not limited to: acts of God, the public enemy, fire, or other casualty. Force Majeure may result in an equitable adjustment in the time period to complete the Contract.

Mechanical Treatment - The use of power saws, axes, or other approved tools to remove trees.

Slash - All debris that is created on the contract area by the thinning operation.

Unit - The individual geographical area that the work is to be done on.

Unit Location - The area to be thinned shall be described in the proposal, including estimated acres and boundary identification. A map should also be provided that shows the area to be thinned and include important features such as streams, roads or fields.

Right and Location of Ingress and Egress - Upon signing the proposal, the landowner guarantees TREE WISE MEN the right to ingress (enter) and egress (exit) the property for the purposes of thinning the trees. It is the responsibility of the landowner to inform TREE WISE MEN of where this access will be provided on the property and TREE WISE MEN will not be responsible for improvements or repairs unless otherwise stated.

Merchantable Timber - The relationship between TREE WISE MEN and the landowner is contractual only. No partnership or joint venture is entered into by the parties hereto and TREE WISE MEN is an independent contractor. By signing the proposal, the landowner agrees they the legal owner of said timber and warrants the title to the timber hereby conveyed against the lawful claims of all third parties. Location of all logging/loading decks will be agreed upon by the landowner and TREE WISE MEN prior to construction of said decks.

Thinning Pattern - Specific thinning protocols will be laid out in the proposal, and will comply with local standards. If a third party contract is involved, the thinning protocol will be laid out therein and will become the standard for the Contract.

Boundaries - The boundaries except for easily identified ground features should be plainly marked with colored plastic flagging prior to start of operations. Net acreage as indicated in the unit description is to be measured via ground GPS, and large openings, roads, and buffer zones have been deducted from the gross acreage and are designated on the unit map.

Disposal – The disposal of material is to be determined on a job-by-job basis and will be stated in the proposal. Methods include but are not limited to, merchantable log removal, piling of slash, chipping, brushing all material below accepted height, mastication, and-or complete haul away.

Fences and Improvements - Care will be taken not to damage fences and other improvements situated on or adjacent to the unit during the thinning operation as any such damage will be repaired at the expense of TREE WISE MEN. Trees adjacent to the fence will be felled away from the fence and all slash falling on fence shall be removed and distributed back into the unit. Slash falling onto lands not owned by the client shall also be removed and distributed back into the unit.

Streams - Trees felled into streams shall be removed and streams shall be left in their original state.

Conditions

Access and Homeowner Preparation

The client is responsible removing all personal property such as lawn furniture, ornamentation, potted plants, easily transferrable plants in the ground etc. from the job site area. TREE WISE MEN will do its utmost to protect permanently installed property such as fountains, pools, pergolas, etc. (See Concealed Contingencies for more information.) Small trinkets and lawn ornaments should be moved prior to our arrival; we are not always capable of seeing/noticing lawn ornaments and it makes our job more difficult to work around them. In addition, lawn furniture, cars, garbage cans and all other objects that may be in the way of our work zone should be moved prior to our arrival. If you cannot move some of these items in advance, require our help or simply do not complete this process then you automatically waive the right to hold us accountable for damage to them. TREE WISE MEN attempts to place plywood and/or covering over wooden decks, patios, paved areas to protect them from scratches and dents that may occur during the work process. Please request that a surface and/or permanent object be noted in the work description verbiage to be sure our crews are aware of them and come prepared with material to protect them. The prices quoted in our proposal assume we will have access to the property wherever possible with no damage to our equipment or our client's property. We will not be responsible for damage to substandard concrete or blacktop surfaces caused by our vehicles or subcontractor's vehicles.

Concealed Contingencies

TREE WISE MEN is not responsible for any underground property unless the owner or the appropriate local utility location agency has informed us of its exact location. The homeowner must notify TREE WISE MEN of underground electric lines for exterior lighting, underground and surface sprinkler systems; in rare circumstances the homeowner may be required to have these electric or sprinkler systems temporarily moved by an outside party in order to prevent damage when their proximity to tree work is too close and will inevitably be damaged. Any additional work or equipment required to complete the work caused by the authorizing party's failure to make known, or caused by previously unknown foreign material like cement or metal in trunk, stump, branches, underground or any other condition not easily apparent in visually estimating the work specified shall be paid for by the client on a time and material basis with their acknowledgement and approval. If the client chooses not to take on the additional cost then the work shall be assumed complete and full payment of the original quote is due.

Tree Ownership

The authorizing party warrants that all trees listed are located on the client's property and, if not, that the authorizing party has received full, written permission from the owner to allow TREE WISE MEN to perform the specified work. Should any tree be mistakenly or knowingly misidentified as to ownership, the client agrees to indemnify TREE WISE MEN for any damages or costs incurred from the result thereof.

Tree Risk

When prominent risk conditions in trees are observed and identified by TREE WISE MEN and the authorizing party approves a proposal to proceed with the work we have recommended, we will make a reasonable effort to proceed with the work promptly. We do not assume any liability for any accident, damage or injury that may occur on the ground or on any other object or structure prior to the work beginning. Estimates do not include internal or structural considerations. We cannot therefore be held responsible if the tree fails or causes damage or injury prior to tree work being done.

Client Care Pledge

TREE WISE MEN is committed to providing the highest quality of service to our clients. We guarantee to deliver service precisely as described in our proposals and we strive to develop long standing working relationships with our clients.

Workmanship

All work will be performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment.

Tree Care Standards

All work will be performed in accordance with current American National Standards Institute (ANSI) Standard Practices for Tree Care Operations.

Safety

The authorizing party agrees not to enter the work area during service unless authorized by the crew leader on-site, for safety reasons. This restriction shall also include their employees, family members, children, and pets to stay clear.

Insurance

TREE WISE MEN is fully insured for personal injury and property damage. Proof of insurance can be verified by requesting a copy of our Certificate of Insurance.

Working with Nature

Trees and plants are natural, living organisms affected by factors beyond human control. No guarantee on trees, plants or general landscape safety, health or condition is expressed or implied.

Proposal Approval

If a client would like to move forward with the proposal then the client recognizes that they have read the proposal and agree that it describes the full extent of the work they want included at said price and that they have entered into a legally binding contract with TREE WISE MEN. By acknowledging they have read and approved the proposal, all clients understand they cannot withhold payment for extra work. The client automatically enters into a contract with TREE WISE MEN when they sign the proposal, and/or verbally agree to the description and cost.

If TREE WISE MEN completes all work described, but the client discovers they want/require additional work, the client must agree to pay more for additional work done by amending the original proposal. If there is something in the proposal that the client does not want performed then it is the client's responsibility to remove it from the proposal and have the price adjusted (if applicable). If what the client does not want done, remains in the proposal that is signed by the client, then that work will be completed and the client must pay for it accordingly. If there is additional work that the client wants done and it is not explicitly written, it is the client's responsibility to call and update/change the proposal. Sometimes work can be included, or the verbiage needs to be adjusted, but there are times when additional work costs more money, each of these steps and changes must be approved and written into the contract. If the homeowner is not home when the work is done, but requests that another party oversee the work then our clients must outline their power of attorney to make onsite changes or not. These regulations prevent mistakes, misunderstandings and additionally protects against work changes made by parties that have not been pre-approved by our clients.

TREE WISE MEN will try to tell clients when work done may not be aesthetically pleasing and TREE WISE MEN will tell every client when the work they request is unhealthy, but if they choose to move forward with the work and the work is done as specified then the client is responsible for the visual, physical and monetary outcomes. TREE WISE MEN will never knowingly perform work that is harmful to trees that are not on the client's property; including, but not exclusively limited to, parkway city trees and neighbor's trees. (See also "Tree Ownership")

Scheduling

Job scheduling is dependent on weather conditions, workload, geographic relationship to other scheduled work, and other unforeseen issues. Work crews shall arrive at the job site unannounced unless otherwise noted. TREE WISE MEN will do our best to meet all scheduled work dates, but shall not be liable for damages due to delays or missed work. If times are given they are approximate, and TREE WISE MEN will not be held responsible for being late or early. In the event that all aspects of the work are not completed during the initial scheduled date, TREE WISE MEN will give the client as much notice as possible in arranging the completion. TREE WISE MEN cannot always have the entire job completed in a single day, due to a multitude of factors. Some portions of the work must be done at a later time, i.e. grinding out remaining stump and log removal (in addition to the job itself, and/or parts of it). Unless specifically stipulated on the client's contract, TREE WISE MEN may have to break the job up into pieces. If this is a problem then the client must add it to the contract; this requirement may delay the work being performed and scheduled. However, nothing in nature is guaranteed, and factors outside our control may effect completion. TREE WISE MEN is not responsible for portions of the work being done at a later date. If the client decides on sight, and crew deems possible, that everything needs to be done that day, additional fees may be charged.

Cancellation

The client may terminate the Contract with TREE WISE MEN at any time previous to the date of scheduled service by providing written or verbal notice of cancellation to TREE WISE MEN via email, text message, or direct call. Failure to cancel the agreement within 24 hours in advance of scheduled service may result in a minimum of 5% administrative fee and the loss TREE WISE MEN is cost due to the cancellation. If the work is cancelled after work has commenced then the client will be charged for at least work performed and time spent, prior to cancellation (by client or TREE WISE MEN). This rate and the full charge will be determined by the crew leader or supervisor on sight.

Withdrawal of Proposal by TREE WISE MEN

Proposals for work expire within 30 days of estimate. In addition, TREE WISE MEN reserves the right to withdraw a proposal for work for any reason upon verbal and/or written notification to the authorized signer. In cases where TREE WISE MEN withdraws its proposal (before work begun), all deposits and payments will be refunded in full to the client. If the work had already begun, then we will determine individually if there will be a partial charge, this will depend mostly on the reasons we were forced to stop work. TREE WISE MEN holds the right to terminate work agreements, including but not limited to, hostile work environments, threats, discovery of utility line conflicts, etc.

Billing, Deposits, Terms of Payment

The final invoice for the balance due will be issued via email or paper copy at the completion of work. (For those clients who do not use email and are not present upon the completion of work, an invoice will be mailed via the United States Postal Service.)

All accounts are net payable upon completion of service. Accounts not paid in full within 30 days of service completion will be subject to a 10% late fee, and turned over to an outside service for collection should payment not be received within 45 days of service completion. If outside assistance is used to collect the account, the client is responsible for all costs associated with the collection including, but not limited to, attorney fees and court costs.

Please note that additional services will be delayed or cancelled due to outstanding balances.

We accept payment via cash, check, Visa and MasterCard.

There will be a \$15.00 administrative fee charged for all checks returned to our office for non-sufficient funds.

L R

P.O. BOX 227
68 SHERMAN ST., STE 213
DEADWOOD, SD 57732



DIRECTOR (605) 722-8889
FAX (605) 722-8888
E-MAIL alexandra.lux@lmcteencourt.com

March 27, 2020

City of Deadwood Finance Office
c/o Finance Officer Jessica McKeown
100 Sherman Street
Deadwood, SD 57732

To Whom It May Concern:

I am writing you today to respectfully request the disbursement of funds allocated to Lawrence County Teen Court for the 2020 fiscal year. This subsidy is in the amount of \$8,500.00. If you have any questions or concerns, please contact me via phone or email.

As always, your continued support of Teen Court is greatly appreciated. In our current environment, it is more important than ever to help youth recognize the power of their behavior and the long term consequences that may result as a product of said behavior. Our goal is to evolve the program to continue reaching these youth as we navigate this new frontier.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Alexandra N. Lux', is written over the typed name and title.

Alexandra N. Lux
Director, Lawrence County Teen Court

RESOLUTION NO. 2020-13
TO DECLARE THE FOLLOWING SURPLUS PROPERTY

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood approve the following be declared surplus, accept sealed bids until 2:00 p.m. on April 28, 2020. Bids will be publicly opened at 2:00 p.m. on stairs of City Hall located at 102 Sherman Street, Deadwood, SD with results presented to the City Commission on May 4, 2020 at 5:00 p.m.

2007	John Deere	X748 Tractor	Serial # 030094
1989	Freightliner	FLD120	Vin # 1FUYDCYB4KP345114
2000	Kawasaki	KAF950A1 MULE	Vin # JK1AFDA19YB501920
2002	Genie	GS2032 Lift	Serial # 83156

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood approved the following be declared surplus and sold or donated to Deadwood Chamber of Commerce, allowable under SDCL 6-5-2:

2005	Yamaha	JR6-138206	Vin # 5Y4JW52Y95A000123
2005	Yamaha	JR6-142515	Vin # 5Y4JW52Y25A000481

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood approve the following to be declared surplus and destroyed:

HP Compaq 6005 Pro Microtower – Serial #2UA102AW3R	
HP ProDesk 600 G1 SFF – Serial #2UA42809Q3	
HP ProDesk 600 G1 SFF – Serial #MXL3502BWO	
HP Pro 3500 Series MT – Serial #MXL41204BK	
Compaq – Serial #USH436001S	Scanner – Serial #12130B1829
Card Reader	Printer – Model SP700
TV – Serial# 11001948NA	

Dated this 6th day of April, 2020.

City of Deadwood

 David Ruth Jr., Mayor

ATTEST:

 Jessica McKeown, Finance Officer

6T

Resolution 2020-14

A RESOLUTION TO ESTABLISH CASH DESIGNATIONS

Be it resolved by the Deadwood City Commission that the City of Deadwood approved the establishment of cash reserves in the following funds for future capital expenditure purposes per SDCL 9-21-14.1 as of December 31, 2019:

General Fund Designated for Equipment Replacement-	
Streets Department	\$ 60,000.00
Parks Department	\$ 12,000.00
General Fund Designated for Fire Truck:	\$ 393,509.00
Business Improvement District #7 Designated for Convention Center:	\$ 341,720.70
Parking and Transportation Designation for Trolley Replacement:	\$ 181,168.00

Dated this 6th day of April, 2020.

City of Deadwood

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

NORTHERN HILLS HOMES AND RV'S Invoice Number: 123430
 PO BOX 98 Tag Number:
 WHITEWOOD-CITY SD 57793 57 Date and Time In: 3/24/2020 - 2:22 PM
 Phone #: (605) 269-2225 Date and Time Out: 11/14/2019 - 10:48 AM
 Fax #: (605) 269-2485 Promised Date - Time: 11/14/2019 - 10:48 AM



Cashed Out Date:
 Date Appointment Initiated: 11/14/2019
 Service Advisor: (1006889) SEAN DAVIS

CITY OF DEADWOOD
 102 SHERMAN ST
 DEADWOOD SD 57732

1012605 Cell: (605) 490-2115
 TOMK@CITYOFDEADWOOD.COM

Comments

3/31 LVM TROLLEY DONE

Repair	VIN	Requested Repair Description	Mech #	Type	Labor	Discount	Total
1		TROLLEY #4		Retail	\$0.00	\$0.00	\$0.00
2		R/R DENTED METAL SIDE ON PASSENGER SIDE CAUSE: BODY WORK AND PAINT		Retail	\$2,499.00	\$0.00	\$2,499.00
3		REPAIR INNER STRUCTURE		Retail	\$595.00	\$0.00	\$595.00
4		TOUCH UP PAINT/BUFF		Retail	\$952.00	\$0.00	\$952.00
5		R/R METAL TRIM PIECES CORRECTION: TRIM PROVIDED BY CUSTOMER		Retail	\$476.00	\$0.00	\$476.00
6		PAINT TRIM		Retail	\$238.00	\$0.00	\$238.00

Repair	Part #	Description	Qty	Retail Price	Savings	Selling Price	Extended Discount	Extended Price
2	999	METAL SHEETS	1.00	\$300.00	\$0.00	\$300.00	\$0.00	\$300.00
2	BSS	BODY SHOP SUPPLIES (PAINT)	1.00	\$500.00	\$0.00	\$500.00	\$0.00	\$500.00
2	SHOP SUPPLIES	SHOP SUPPLIES	1.00	\$65.00	\$0.00	\$65.00	\$0.00	\$65.00
3	999	METAL	1.00	\$150.00	\$0.00	\$150.00	\$0.00	\$150.00
3	SHOP SUPPLIES	SHOP SUPPLIES	1.00	\$50.00	\$0.00	\$50.00	\$0.00	\$50.00
4	BSS	BODY SHOP SUPPLIES/PAINT	1.00	\$350.00	\$0.00	\$350.00	\$0.00	\$350.00
4	SHOP SUPPLIES	SHOP SUPPLIES	1.00	\$25.00	\$0.00	\$25.00	\$0.00	\$25.00
5	SHOP SUPPLIES	NYLOCKS RIVOTS	1.00	\$50.00	\$0.00	\$50.00	\$0.00	\$50.00

Date Vehicle Dropped Off _____ Date of Appointment _____
 Repair Completion Date: _____
 Date: _____ Notified: Time _____ Date: _____
 Released _____

Parts Total: \$885.00
 Core Total: \$0.00
 Freight Total: \$0.00
 Sublet Total: \$0.00
 Labor Total: \$4,760.00
 - Labor Discount: \$0.00
 Other Charges: \$1,350.00
 Shop Supplies: \$0.00
 Sub Total: \$6,995.00
 - Parts Discount: \$0.00

Ext Price: \$6,995.00
 Sales Tax: \$0.00
 Total: \$6,995.00
 - Deductible: \$0.00
 - Deposits: \$0.00
 Amount Due: \$6,995.00
 Amt Tendered: \$0.00
 Chg Returned: \$0.00

NORTHERN HILLS HOMES AND RV'S Invoice Number: 123430
PO BOX 98 Tag Number:
WHITEWOOD-CITY SD 57793 57 Date and Time In: 3/24/2020 - 2:22 PM
Phone #:(605) 269-2225 Date and Time Out: 11/14/2019 - 10:48 AM
Fax #: (605) 269-2485 Promised Date - Time: 11/14/2019 - 10:48 AM
Cashed Out Date:



Date Appointment Initiated: 11/14/2019

Service Advisor: (1006889) SEAN DAVIS

CITY OF DEADWOOD
 102 SHERMAN ST
 DEADWOOD SD 57732

1012605 Cell: (605) 490-2115
 TOMK@CITYOFDEADWOOD.COM

Comments

3/31 LVM TROLLEY DONE

5	999	RAPTURE LINER	1.00	\$200.00	\$0.00	\$200.00	\$0.00	\$200.00
5	999	MISC BRACKET	1.00	\$45.00	\$0.00	\$45.00	\$0.00	\$45.00
6	BSS	BODY SHOP SUPPLIES	1.00	\$500.00	\$0.00	\$500.00	\$0.00	\$500.00

DISCLAIMER OF WARRANTIES - Any warranties on the products sold under this repair order are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products. This disclaimer by the Seller, in no way affects the terms of the manufacturer's warranty. Signed:

I hereby authorize the repair work to be done along with necessary materials. You and your employees may operate above vehicle for purposes of looking, inspection or delivery at my risk. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs hereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control. Signed:

Payment Type Please state below, by signing your name, the method of which the work order will be paid for. All work orders must be paid in full before the unit will be released. Cash / Credit Card /

Check _____ Insurance _____
 Company _____ Extended _____
 Warranty _____ Manufacture _____
 Warranty _____

I hear by Authorize all work on this repair order to be completed Signature _____ Date: _____

Date Vehicle Dropped Off _____ Date of Appointment _____ Repair Completion Date: _____ Date: _____ Notified: Time _____ Date: _____ Released _____	Parts Total: \$885.00 Core Total: \$0.00 Freight Total: \$0.00 Sublet Total: \$0.00 Labor Total: \$4,760.00 - Labor Discount: \$0.00 Other Charges: \$1,350.00 Shop Supplies: \$0.00 Sub Total: \$6,995.00 - Parts Discount: \$0.00	Ext Price: \$6,995.00 Sales Tax: \$0.00 Total: \$6,995.00 - Deductible: \$0.00 - Deposits: \$0.00 Amount Due: \$6,995.00 Amt Tendered: \$0.00 Chg Returned: \$0.00
--	--	---

6W

Invoice

Donarski Lawncare & Landscaping

3227 West Fairgrounds Loop Spearfish, SD 57783
605-559-1009

4/1/2020

BILL TO

Bob Nelson
City of Deadwood
Deadwood, SD
605-641-7733

FOR

Cleanup of wooden embankment
behind Deadwood Rec Center

Details

AMOUNT

Labor/ Equipment

\$3,732.50

SUBTOTAL \$3,732.50

TAX RATE 0.00%

OTHER \$0.00

TOTAL \$3,732.50

If you have any questions concerning this invoice please use the following contact information:

605-641-1584 Joe Donarski, Owner

THANK YOU FOR YOUR BUSINESS!

6X

**RESOLUTION NO. 2020-12
TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood approved the following be declared surplus and donated to retiree.

Sig Sauer P226 Elite Pistol – 47A190687

Dated this 6th day of April, 2020.

City of Deadwood

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

64

OFFICE OF
TRANSPORTATION & FACILITIES
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-2084

DEADWOOD

Tom Kruzel
Transportation & Facilities Director
Telephone (605) 578-2082
tomk@cityofdeadwood.com

“Where the past is our future”

4-2-2020

Commissioners,

The rooftop top unit that we budgeted for the 2020 budget at the Fire hall has had another complication, previously it was the AC side of the unit that failed. Now we are experiencing issues with the combustion chamber, the vent air is entering it and causing the burner to fault out. I was hoping to at least delay this until we were thru the Covid-19 crisis but now we cannot. Trane the supplier of the unit is going to shut down its manufacturing of new units on the 15th of April. Also being that the Fire hall is a public safety facility and can be used in many different ways in the event of an emergency I feel we need to get this project approved. The contractor that was low quote when I budgeted for it was Rasmussen Mechanical and that is the contractor that I plan to use if approved.

Tom Kruzel

Your Single Source Service Provider |



Council Bluffs/Omaha | Sioux City | Kearney | Sturgis | Lincoln | Denver

January 15, 2020

QUOTE NUMBER: Q1903519

TOM LAW

Rasmussen Mechanical Services
3590 Mayer Ave
Sturgis, SD 57785

TOM KRUZEL

DEADWOOD FIRE HALL
737 MAIN STREET
DEADWOOD, South Dakota
57732

Proposal

Subject: QUOTE - REPLACE ROOF TOP UNIT

Tom Kruzel,

Rasmussen Mechanical Services is pleased to quote the following scope of work during normal working conditions unless specified otherwise in the scope below.

Inclusions:

- 7.5 TON ROOF TOP UNIT
- HAIL GUARDS
- CURB ADAPTER
- DUCT WORK
- CRANE
- STAND ALONE THERMOSTAT
- LABOR FOR DEMO OF EXISTING
- LABOR FOR COMPLETE INSTALLATION AND START UP

Exclusions:

- LINE VOLTAGE WIRING BY OWNER
- TEMP TECH CONTROLS NOT INCLUDED

Price

Rasmussen Mechanical Services will furnish the Equipment, Materials, Tools, Labor, Supervision and Services as outlined in the above Scope of Work for the net sum of:

EIGHTEEN THOUSAND SEVEN HUNDRED THIRTY-SIX DOLLARS AND NO CENTS....\$18,736.00

Terms and Conditions

- Note: This Proposal is valid for 30 days from date of submission.
- Sales Tax is not included in price.
- Deposit Required with Contract - \$5,000
- Monthly payment request (progress billings), per progress schedule.
- Balance is due upon start-up or thirty (30) days after completion of installation or work performed (if start-up is delayed thru no fault of Seller).
- Invoices to be paid, Net 30 Days per Seller's Terms and Conditions, <https://www.rasmech.com/terms>
- Note: For your convenience, monthly payment request invoices will be submitted on or before the end of each month and will be submitted on Seller's Standard Payment Request Forms.

Rasmussen Mechanical Services is grateful for the opportunity to be of service. Thank you for considering our Proposal and we look forward to working with you. If there are any question, please contact me.

Respectfully Submitted,

Tom Law

Rasmussen Mechanical Services

Phone: 605.343.7800 ex. 521

Mobile: +1 7128985862

Email: tom.law@rasmech.com

Boiler Repair | Burner Services | HVAC | Industrial Air | Mechanical Construction | Temperature Controls

Confidentiality Note: This Proposal may contain confidential and/or private information. If you received this Proposal in error please delete and notify sender.

Buyer's Acceptance

Authorized Signature for: DEADWOOD
FIRE HALL

Date of Acceptance

Approved by Seller

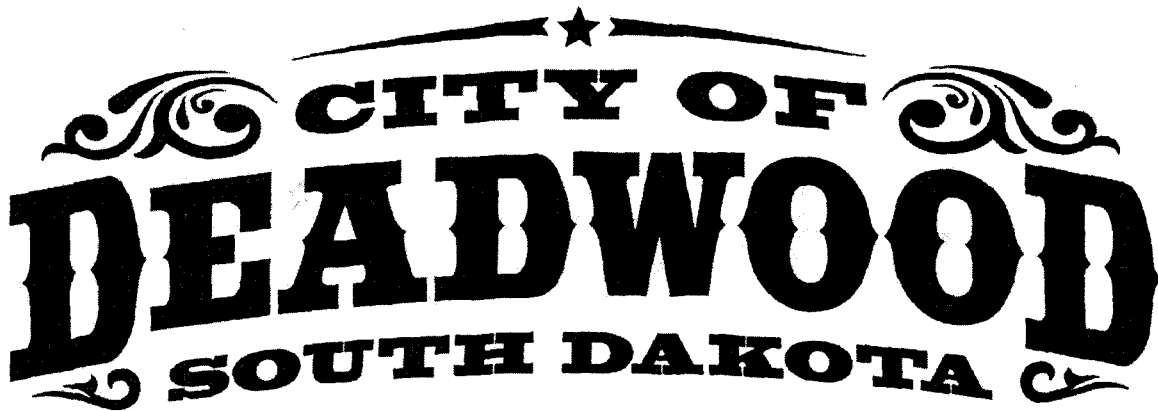


Rasmussen Mechanical Services

QUOTE NUMBER: Q1903519

Date of Acceptance

LoZ



**City of Deadwood
Special Event
Permit Application and
Facility Use
Agreement for**

Lead / Deadwood School District
4th/5th Triathlon

Instructions:

To apply for a Special Event Permit, please read the Special Event Permit Application Instructions and then complete this application. Submit your application, including required attachments, no later than forty-five (45) days before your event. Facility Use Agreements should also be completed at this time (if applicable).

EVENT INFORMATION

Type of Event:

- ☐ Run
 ☐ Walk
 ☐ Bike Tour
 ☐ Bike Race
 ☐ Parade
 ☐ Concert
☐ Street Fair
 ☒ Triathlon
 ☐ Other

Event Title: Lead / Dwd Elementary School 4th / 5th Triathlon

Event Date(s): 5/28/2020 Total Anticipated Attendance: 60 per grade
 (month, day, year)

(# of Participants 120 # of Spectators 30)

Actual Event Hours: (from): 9:00 (AM/PM) (to): 11:00 (AM/PM)

Location / Staging Area: Sherman Charles Parking Lot, Dwd Rec. Center
Mickelson Trail

Set up/assembly/construction Date: 5/28/2020 Start Time: 7:00 (AM/PM)

Please describe the scope of your setup / assembly work (specific details):

Cones / Tables / Water / Chairs
Lap lines in Pool

Dismantle Date: 5/28/2020 Completion time: 2:00 AM (PM)

List any street(s) requiring closure as a result of this event. Include street name(s), day, date and time of closing and time of re-opening:

No Closure Necessary, Traffic Control needed at
Cemetery street, Bulk Plant, Webb Crossing, Dwd Gulch

- > Any request involving 25 or less motor vehicles will utilize Deadwood Street and will be barricaded at both ends of Deadwood Street.
- > Any request involving 25-50 motor vehicles (not including motorcycles) - will park on the north side of Main Street, which will not require street closure.
- > Any request involving 50 or more vehicles (which would require an entire street closure From Wall Street to Shine Street and security must be provided at Shine Street and Main Street and Wall Street and Main Street to direct traffic.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

- ☐ Commercial (for profit)
 ☒ Noncommercial (nonprofit)

Sponsoring Organization: Lead / Deadwood School District

Chief Officer of Organization (NAME): Dr. Dan Leikvold

Applicant (NAME): Lecia Stagner Business Phone: (605) 717-3884

Address: 716 Main St Deadwood SD 57732
 (city) (state) (zip code)

Daytime phone: (605) 717-3884 Evening Phone: (605) 717-3884 Fax #: ()

Please list any professional event organizer or event service provider hired by you that is authorized to work on your behalf to produce this event.

None

Name: _____

Address: _____

(city)

(state)

(zip code)

Contact person "on site" day of event or facility use Leicia Stagner Pager/Cell #: 605-580-6004
(Note: This person must be in attendance for the duration of the event and immediately available to city officials)

REQUIRED: Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.

FEES / PROVIDES / REPORTING

NO

☐

YES

☒

Is your organization a "Tax Exempt, nonprofit" organization? If YES, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status).

☒☐

Are admission, entry, vendor or participant fees required? If YES, please explain the purpose and provide amount(s):

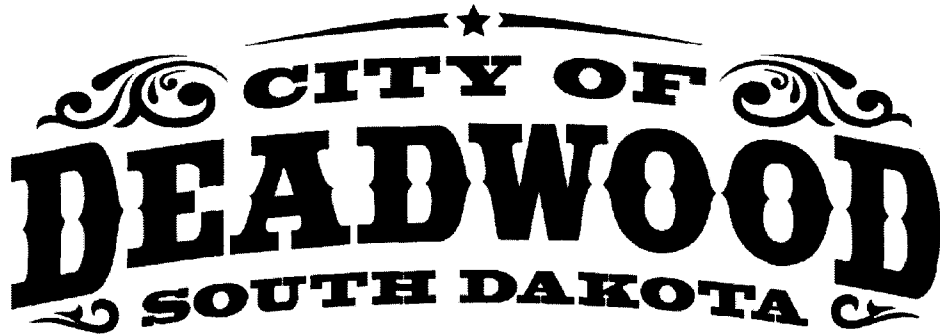
OVERALL EVENT DESCRIPTION:

ROUTE MAP / SITE DIAGRAM / SANITATION

Please provide a detailed description of your proposed event. Include details regarding any components of your event such as use of vehicles, animals, rides or any other pertinent information about the event:

We start the event with a 3-4 mile ^{bike} race from Sherman / Charles Street parking lot to the Highway (385) and the Mickelson Trail and then back to start line. Students will then run to a designated position behind the Superc 8 motel and then back to the Recreation Ctr. At this time they will swim 20 lengths of pool.

Supervision will be provided by the school system, City of Deadwood, Game, fish and parks, Kiwanis, PTO and other organizations. Leicia Stagner / John Tiedle will do all the set-up. ^{Parent} I will take care of the garbage.



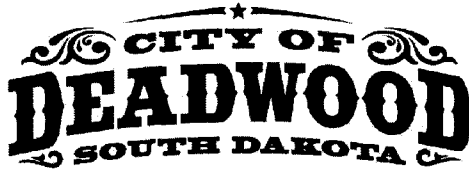
Event Complex Rental and Use Agreement

Event: Black Hills Veterans March and Marathon

Date: 18-19 September 2020

The City of Deadwood has contracted with the Deadwood Chamber of Commerce and Visitors Bureau for the management and coordination of the Deadwood Event Complex. As an applicant for rental and use of any portion of the Deadwood Event Complex, you are required to contact the Chamber for coordination and assistance in the submittal of this application to the City. The Chamber can be contacted at the following address:

Deadwood Chamber of Commerce
767 Main Street
Deadwood, SD 57732
605-578-1876



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Black Hills Veterans March and Marathon

Contact Information:

Name of Applicant: Josh Wermers

Business/Organization: Black Hills Veterans March and Marathon

Mailing Address: 10000 Pioneer Ave

City, State Zip: Rapid City, SD 57702

Business Phone: 605-786-2032

Cell Phone: 605-786-2032

Email Address: joshua.j.wermers.mil@mail.mil

Dates Event Complex requested:

Set up Date(s): 18 September 2020

Hour(s): 0800AM to 1000PM

Event Date(s): 19 September 2020

Hour(s): 0500AM to 1000PM

Clean-up Date(s): 19 September 2020

Hour(s): 0500AM to 1000PM

Approximate number of people who will attend: 350

I am applying to use the:
(Please check property requested)

- ☐ Ticket Booth
- ☒ Main Grandstand Concession
- ☐ Crow's Nest
- ☒ Main Grandstand Restrooms
- ☒ VIP Grandstand
- ☐ Baseball Field(s)
- ☐ Baseball Field Restrooms
- ☒ Arena and Corral Areas
- ☐ Venue Seating
- ☒ Parking Lots

Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

Renter Type: ☐ For-Profit ☐ Private ☒ Non-Profit ☒ Government
(Check One) *Categories above defined in the Complex Guidelines and Information Sheet*

Rental Fees:

	Event Complex Facilities	Parking Lots	Baseball Fields
Private	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
Non Profit	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
For Profit	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
	500 / Day	\$500 / Day	\$300 / Day
Government Agencies	No charge	No charge	No charge

Ticketed Events:

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge or facility use fee to each ticket sold in lieu of any rental fee above. The City of Deadwood has a ticket surcharge established by resolution in the amount of \$1.00 per ticket sold. **The City Of Deadwood reserves the right to apply the rental Fee regardless of any application for the use of the ticket surcharge in lieu of rental fees.**

Rental Fees subject to change.

Damage Deposit (Refundable): \$500 minimum (no alcohol) or \$1,000 minimum (serving alcohol)

Key Deposit (One Key or All Keys) (Refundable): \$100.00

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Event Complex Facilities	\$ <u>500.00</u>	Key Deposit	\$ _____
Parking Lots	\$ _____	Cleaning/Damage Deposit	\$ _____
Baseball Fields	\$ _____		
Total Fees	\$ _____	Total Deposits	\$ _____

Please write separate checks to the City of Deadwood (one check for event and one check for deposits)

Organization: Black Hills Veterans March and Marathon

Name: Joshua J Wermers

Title: Co-Chair

Signature: _____

Date: 1/3/2020

For Office Use Only:

Date Fees Received _____

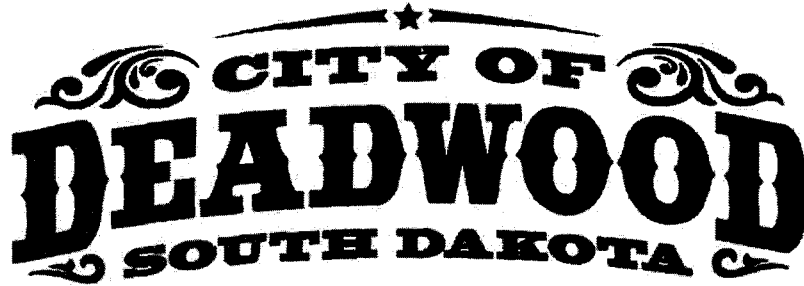
Total(s): _____

City Representative: _____

Title: _____

Signature: _____

Date: _____



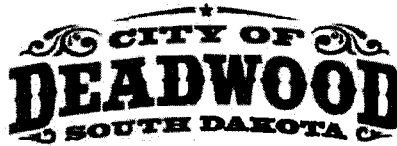
Event Complex Rental and Use Agreement

Event: 28th Black Hills Jeep Jamboree

Date: Sept 17-20, 2020

The City of Deadwood has contracted with the Deadwood Chamber of Commerce and Visitors Bureau for the management and coordination of the Deadwood Event Complex. As an applicant for rental and use of any portion of the Deadwood Event Complex, you are required to contact the Chamber for coordination and assistance in the submittal of this application to the City. The Chamber can be contacted at the following address:

Deadwood Chamber of Commerce
767 Main Street
Deadwood, SD 57732
605-578-1876



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: 28th Black Hills Jeep Jamboree

Contact Information:

Name of Applicant: Shawn Gulling / Don Patnoe

Business/Organization: Jeep Jamboree USA

Mailing Address: 2776 Sourdough Flat / 1101 E. Omaha St

City, State Zip: Georgetown, CA 95634 / Rapid City, SD 57701

Business Phone: 530-333-4002 / 605-343-1000 Cell Phone: 530-306-5189 / 605-484-1210

Email Address: shawn@jeepjam.com / don@libertysuperstores.com

Dates Event Complex requested:

Set up Date(s): September 17, 2020

Hour(s): 1:00 PM - 4:30 PM

Event Date(s): September 17/ September 18-19, 2020

Hour(s): 4:30PM - 7:30PM / 8AM - 9AM

Clean-up Date(s): September 20, 2020

Hour(s): 9:00 AM - 10:00 AM

Approximate number of people who will attend: 225

I am applying to use the:
(Please check property requested)

- ☐ Ticket Booth
- ☐ Main Grandstand Concession
- ☐ Crow's Nest
- ☒ Main Grandstand Restrooms
- ☐ VIP Grandstand
- ☐ Baseball Field(s)
- ☐ Baseball Field Restrooms
- ☐ Arena and Corral Areas
- ☐ Venue Seating
- ☒ Parking Lots

Office use Only
Key #
Key #
Key #
Key #
Key #
Key #
Key #

Deadwood Event Complex Rental and Use Agreement

Renter Type: ☒ For-Profit ☐ Private ☐ Non-Profit ☐ Government
(Check One) *Categories above defined in the Complex Guidelines and Information Sheet*

Rental Fees:

	Event Complex Facilities	Parking Lots	Baseball Fields
Private	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
Non Profit	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
For Profit	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
	500 / Day	\$500 / Day	\$300 / Day
Government Agencies	No charge	No charge	No charge

Ticketed Events:

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge or facility use fee to each ticket sold in lieu of any rental fee above. The City of Deadwood has a ticket surcharge established by resolution in the amount of \$1.00 per ticket sold. The City Of Deadwood reserves the right to apply the rental fee regardless of any application for the use of the ticket surcharge in lieu of rental fees.

Rental Fees subject to change.

Damage Deposit (Refundable): \$500 minimum (no alcohol) or \$1,000 minimum (serving alcohol)

Key Deposit (One Key or All Keys) (Refundable): \$100.00

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Event Complex Facilities	\$ _____	Key Deposit	\$ _____
Parking Lots	\$ _____	Cleaning/Damage Deposit	\$ _____
Baseball Fields	\$ _____		
Total Fees	\$ _____	Total Deposits	\$ 500.00

Please write separate checks to the City of Deadwood (one check for event and one check for deposits)

Organization: Jeep Jamboree USA

Name: Shawn Gulling

Title: Vice President

Signature: *Shawn P Gulling*

Date: March 10, 2020

For Office Use Only:

Date Fees Received _____

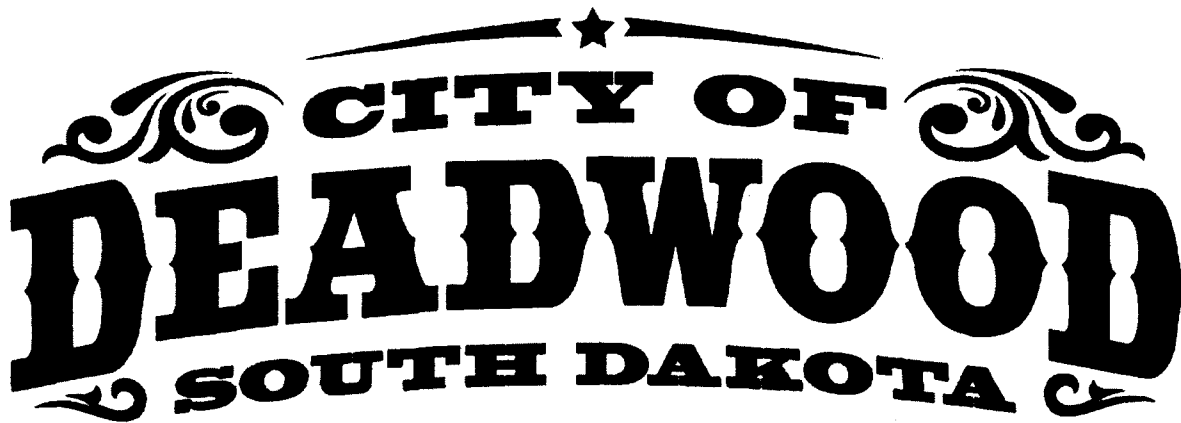
Total(s): _____

City Representative: _____

Title: _____

Signature: _____

Date: _____



**City of Deadwood
Special Event
Permit Application and
Facility Use
Agreement for**

The Big Mick

Instructions:

To apply for a Special Event Permit, please read the Special Event Permit Application Instructions and then complete this application. Submit your application, including required attachments, no later than forty-five (45) days before your event. Facility Use Agreements should also be completed at this time (if applicable).

Type of Event:

☐ Run ☐ Walk ☐ Bike Tour ☒ Bike Race ☐ Parade ☐ Concert
☐ Street Fair ☐ Triathlon ☐ Other

Event Title: The Big Mick

Event Date(s): June 20, 2020 Total Anticipated Attendance: 200
(month, day, year)

(# of Participants 200 # of Spectators _____)

Actual Event Hours: (from): 4:00 am AM / PM (to): 8:00 am AM / PM

Location / Staging Area: Trailhead - Mickelson Trail

Set up/assembly/construction Date: June 20, 2020 Start Time: 4:00 am AM / PM

Please describe the scope of your setup / assembly work (specific details):

Canopies where we'll serve breakfast. Water and coffee stations. Gathering area at trailhead as we start the

Dismantle Date: June 20, 2020 Completion time: 9:00 am AM / PM

List any street(s) requiring closure as a result of this event. Include street name(s), day, date and time of closing and time of re-opening:

No street closures, but be advised that a number of cyclists will be staying in Deadwood and riding to the

- Any request involving 25 or less motor vehicles will utilize Deadwood Street and will be barricaded at both ends of Deadwood Street.
- Any request involving 25-50 motor vehicles (not including motorcycles) - will park on the north side of Main Street, which will not require street closure.
- Any request involving 50 or more vehicles (which would require an entire street closure From Wall Street to Shine Street and security must be provided at Shine Street and Main Street and Wall Street and Main Street to direct traffic.

☒ Commercial (for profit)

☐ Noncommercial (nonprofit)

Sponsoring Organization: Mickelson Trail Affiliates

Chief Officer of Organization (NAME): Ann Morrow

Applicant (NAME): Ann Morrow Business Phone: (605) 440-2400

Address: PO Box 6038 Custer SD 57730
(city) (state) (zip code)

Daytime phone: (605) 440-2400 Evening Phone: (____) _____ Fax #: (____) _____

Please list any **professional event organizer** or **event service provider** hired by you that is authorized to work on your behalf to produce this event.

Name: _____

Address: _____
(city) (state) (zip code)

Contact person "on site" day of event or facility use Ann Morrow Pager/Cell #: 605-440-2400

(Note: This person must be in attendance for the duration of the event and immediately available to city officials)

REQUIRED: Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.

FEES / PROCEEDS / REPORTING

- | NO | YES |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> Is your organization a "Tax Exempt, nonprofit" organization? If YES, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status). |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> Are admission, entry, vendor or participant fees required? If YES, please explain the purpose and provide amount(s): |

OVERALL EVENT DESCRIPTION: ROUTE MAP / SITE DIAGRAM / SANITATION

Please provide a **detailed description** of your proposed event. Include details regarding any components of your event such as use of vehicles, animals, rides or any other pertinent information about the event:

NOTICE TO BIDDERS
Second Stage LLC
Deadwood, South Dakota

STAGE RUN APARTMENTS PROJECT- INFRASTRUCTURE

The City of Deadwood will be accepting sealed, signed bids for the construction of the Stage Run Apartments Project for Second Stage LLC at the Finance Office, 102 Sherman Street, Deadwood, SD 57732 to 2:00 p.m. on Tuesday March 24th, at which time the bids received will be publicly opened and read, with results presented on Monday April 6th at 5:00 at the City Commission meeting in City Hall, 102 Sherman Street, Deadwood SD.

The Project consists of all labor, skill and materials to complete the civil site work which includes:

- Installation of new 6" and 2" PVC water main, services and appurtenances within the development.
- Installation of 8" PVC wastewater main, services, and appurtenances within the development.
- Connection into the existing water and wastewater main.

Bids will be received for a single prime Contract and consists of all labor, skill and materials required to properly construct the Project.

Plans and specifications may be obtained from: City of Deadwood, Public Works Department, 108 Sherman Street, Deadwood, South Dakota, 57732; Contact: Bob Nelson Jr., Telephone: 605-578-2082, email: BobJr@CityofDeadwood.com. Prospective Bidders may examine the Bidding Documents at the above address on Mondays through Fridays between the hours of 8:00 a.m. and 5:00 p.m. local time, and may obtain copies of the Bidding Documents.

Each Bid shall be accompanied by a certified check or bank draft payable to the order of the Second Stage LLC in an amount equal to five percent of the total bid. A bid bond in the amount equal to ten percent of the total bid will be accepted in lieu of a certified check or bank draft. Surety for bid bond must be authorized to do business in the State of South Dakota. This is to serve as a guarantee that the Bidder will enter into a Contract within 15 days of Notice of Award in accordance with the terms of the principal's Bond and a contractor's Bond as required by law and the regulations and determinations of the governing board for the performances of such Work. Only Bids that are accompanied by such a check, bank draft, or Bond will be considered. Bidder must be licensed for the full amount of the Bid. No Bid will be read or considered which does not fully comply with the above provisions as to bond and license. Any deficient Bid submitted will be returned to the Bidder unopened.

Bids must be sealed and marked **Stage Run Apartment Project - Infrastructure**. Bids shall be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

All Bidders shall have a valid South Dakota Contractor's license of the appropriate Class for the work, as required by ARSD 20:53:06 or SDCL 36-25.

The Owner reserves the right to reject any and all bids and to waive any irregularities or informalities therein and to award the Contract in the best interests of the Owner. The Contractor shall be able to demonstrate that he has successfully completed municipal infrastructure work of a similar nature and scope as that required for the project. No Bidder may withdraw their bid for a period of thirty (30) days after the bid opening.

Dated this 18th day of February, 2020.

CITY OF DEADWOOD

Jessicca McKeown, Finance Officer

Publish Black Hills Pioneer: February 20 and February 27, 2020

For any notice that is published twice:

This notice is published twice at an approximate cost of \$_____.



March 18, 2020

City of Deadwood
Attn: Bob Nelson, Jr., Public Works Director
108 Sherman Street
Deadwood, South Dakota, 57732

RE: Civil Engineering Services Proposal
Construction Administration
South City Hall Parking Lot Reconstruction Project
Deadwood, South Dakota

Dear Bob,

ACES is pleased to submit this Proposal for the Civil Engineering and Construction Administration Services for the South City Hall Parking Lot Reconstruction Project. The construction documents and bid package were provided by ACES on February 26, 2020. This project includes the base bid for the South City Hall Parking Lot Reconstruction and Alternate No. 1 for the Deadwood Upper Main Intersection. Alternate No. 1 was not awarded and is not included in the Construction Administration services listed below.

Scope of Included Services:

- Temporary Construction Easement Document
 - Preparation and coordination with Family Dollar Property Owner
- Bidding Services
 - Advertise project with the Construction Administration Center
 - Provide hard copies of bid package
 - Attend Bid Letting
 - Provide bid tabulation results
 - Provide Recommendation of award to the City of Deadwood
- Construction Administration Services for the South City Hall Parking Lot
 - Conduct and document Pre-Construction Meeting
 - Conduct and document Progress Meetings
 - Provide onsite observation
 - Observation Reports with photos included
 - Site visits included: Six (6)
 - Review and process Shop Drawing submittals
 - Review contractor pay applications and make recommendation to City
 - Final project walk-through and punch list, if necessary

The Lump Sum fees includes the scope of services as listed above:

Lump Sum Fee: \$ 15,080.00

All reimbursable costs are included. The fee listed above does not include taxes.

ACES will provide any additional services upon request and on demand.

The hourly rates are as follows:

Principal Engineer:	\$ 135.00/hour
Engineer:	\$ 105.00/hour
Site Designer:	\$ 95.00/hour
Engineer-In-Training:	\$ 85.00/hour

The project construction completion date is July 31, 2020.

This proposal is based on our understanding of the services requested by The City of Deadwood. If our understanding of the scope is missing any project items, or if we have included a service outside of the request intent, please feel free to let us know so that proper adjustments may be made to this Proposal to ensure we are meeting your full needs and goals for the project.

ACES truly appreciates the opportunity to continue to work with the City of Deadwood. If you have any questions or comments please free to contact me at 605.716.4646 (LBerg@proacesinc.com).

Sincerely,

A handwritten signature in blue ink, appearing to read 'Leah M. Berg', with a stylized flourish at the end.

Leah M. Berg, P.E.
President



CONSULTANTS
· ENVIRONMENTAL
· GEOTECHNICAL
· MATERIALS
· FORENSICS

March 6, 2020

City of Deadwood
102 Sherman Street
Deadwood, SD 57732

Attn: Mr. Bob Nelson, Jr.
bobjr@cityofdeadwood.com

Subject: Cost Proposal – Construction Materials Testing Services
South City Hall Parking Lot Reconstruction
Deadwood, South Dakota

Dear Bob,

INTRODUCTION

As requested, American Engineering Testing Inc. (AET) is pleased to provide this cost estimate proposal for the Construction Materials Testing services for the above referenced project.

SCOPE OF WORK

We understand that the existing south parking lot at City Hall will be reconstructed for drainage upgrades. The existing asphalt and concrete will be removed and replaced. The project will include the installation of 128 LF 8" pvc storm sewer pipe and 187 LF of 6" pvc storm sewer pipe. We also understand the site construction will include adjacent at-grade concrete curb & gutter, sidewalks, driveway approaches and asphalt paving. Bid Alternate 1 for construction at Deadwood's Upper Main Street Intersection will be included in this proposal separately. If awarded, Alternate 1 will be an addition to the Base Bid. At this time we understand our testing services will include the following:

- Field and lab testing of soils and aggregate for the parking lot grading and utilities backfill. Anticipated tests include but may not be limited to Proctors, gradations, and nuclear density tests.
- Field and lab testing of cast-in-place concrete. Anticipated tests on the plastic concrete include, slump, air content, temperature. Compressive strength testing will be performed in our lab on the cured concrete at the specified intervals.
- Field Density Testing during HMA pavement placement.
- Preparation of formal reports for services provided.

FEES

The following provides an estimate of the services and fees as we understand the project at this time. We have tried to be as realistic as possible in estimating testing quantities and time required.

1745 Samco Road | Rapid City, SD 57702

Phone (605) 388-0029 | Toll Free (800) 972-6364 | Fax (605) 388-0064 | www.amengtest.com | AA/EEO

This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.

Quantities may change due to circumstances beyond our control such as weather, additional testing and/or re-testing required or requested by the Owner or Engineer. **Actual quantities may differ from the estimates.** You will be invoiced only for the work actually performed. If you (the client) or your representative requests AET to spend additional time beyond total estimated amount, the total estimated amount is changed accordingly and you will be invoiced for all additional services in accordance with the below units charges for this particular project.

Base Bid: South City Hall Parking Lot

Item / Description	Unit Rate	Estimated Quantity	Total
Soil/Aggregate Testing			
Proofroll Observation	\$ 87.00 /hour	3	\$ 261.00
Field density testing (est. 6 trips)	\$ 74.00 /hour	14	\$ 1,036.00
Mileage	\$ 0.70 /mile	480	\$ 336.00
Proctors (ASTM 698)	\$150.00 /each	2	\$ 300.00
Gradation	\$125.00 /each	1	\$ 125.00
Site Concrete			
Field Concrete Testing (est. 8 trips)	\$ 74.00 /hour	20	\$ 1,480.00
Cylinder Testing (8 sets)	\$ 25.00 /each	32	\$ 800.00
Mileage	\$ 0.70 /mile	640	\$ 448.00
HMA Paving			
Field density testing (est. 2 trips)	\$ 74.00 /hour	5	\$ 370.00
Mileage	\$ 0.70 /mile	160	\$ 112.00
Report Review	\$115.00 /hour	2	\$ 230.00
Clerical/Dispatch	\$ 55.00 /hour	4	\$ 220.00
* Plus Applicable Taxes	*Project Estimate		\$ 5,718.00

Bid Alternate 1: Upper Main Intersection

Item / Description	Unit Rate	Estimated Quantity	Total
Soil/Aggregate Testing			
Field density testing (est. 3 trips)	\$ 74.00 /hour	8	\$ 592.00
Mileage	\$ 0.70 /mile	240	\$ 168.00
Proctors (ASTM 698)	\$150.00 /each	1	\$ 150.00
Site Concrete			
Field Concrete Testing (est. 3 trips)	\$ 74.00 /hour	9	\$ 666.00
Cylinder Testing (3 sets)	\$ 25.00 /each	12	\$ 300.00
Mileage	\$ 0.70 /mile	240	\$ 168.00
HMA Paving			
Field density testing (est. 2 trips)	\$ 74.00 /hour	5	\$ 370.00
Mileage	\$ 0.70 /mile	160	\$ 112.00
Report Review	\$115.00 /hour	1	\$ 115.00
Clerical/Dispatch	\$ 55.00 /hour	2	\$ 110.00
* Plus Applicable Taxes	*Project Estimate		\$ 2,751.00

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

TERMS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint ventures and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

CLOSING

Thank you for the opportunity for American Engineering Testing, Inc. to provide this proposal for the construction observation and testing services for this project. If you have any questions please call our office at (605) 388-0029.

Sincerely,

AMERICAN ENGINEERING TESTING, INC.



Joel Lensegrav
Construction Materials Project Manager



Walt Feeger, P.E.
Senior Geotechnical Engineer

ACCEPTANCE

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

ADDRESS: _____

PHONE NUMBER/E-MAIL ADDRESS: _____

DATE: _____

SECTION 1 - RESPONSIBILITIES

1.1 – This Service Agreement – Terms and Conditions ("terms and conditions") is applicable to all services ("Services") provided by American Engineering Testing, Inc. (AET). As used herein "Services" refer to the scope of Services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement ("Agreement") between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client's acceptance of the Agreement: 1) issuing an authorizing purchase order, task order or service order for any of the Services, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.** Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement.

1.2 – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their Client and/or Owner which contain flow-down provisions to AET, site safety plans or other documents which may control or affect AET's Services. If new information becomes available or changes are made during AET's Services, Client will provide such information to AET in a timely manner. Earthwork and construction activities are done to support a particular structure (type, size, and shape) or facility at a specific location and elevation. If the type of structure or facility (structural type, size, shape, location, elevation, etc.) changes, the earthwork or construction activities completed may no longer provide suitable structural support or be capable of supporting the intended construction. Additional earthwork or redesign of all or a part of the structure or facility may be needed. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

1.3 – AET observes and tests earthwork and other construction operations and materials, and may provide opinions, conclusions and recommendations regarding the same. However, AET's Services do not relieve the contractors of their contractual responsibility to perform their work in accordance with approved plans, specifications and building code requirements.

1.4 – AET personnel do not have authority to accept, reject, direct or otherwise approve the work of the contractor. AET cannot stop work or waive or alter the requirements of the project documents. Any authority given to AET by Client must be in writing prior to the start of Services.

1.5 – AET does not perform construction management, general contracting or surveying services and our involvement with the project does not constitute any assumption of those responsibilities.

1.6 – Services performed by AET often include sampling at specific locations. Client acknowledges the limitations inherent in sampling. Variations in conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations.

1.7 – AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

1.8 – Should change in conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.9 – Test borings and/or cone penetration test soundings to a proper depth below foundation grade and the base of suitable bearing soils are recommended for projects where supporting soils will be subjected to increased loads to explore the deeper unseen soil and ground water conditions. Judgments made by AET personnel regarding the suitability of materials and ground water conditions below the bottom of an excavation are limited if sufficiently deep test borings/soundings are not provided by the Client prior to our observations and judgments. AET's opinions, conclusions and recommendations are qualified to that extent.

1.10 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client's alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.11 – The AET proposal accompanying these terms and conditions is valid for ninety (90) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET's right to revise the proposal as necessary.

SECTION 2 – ON CALL SERVICES

2.1 – If AET's Services are performed on an on-call basis at the direction of the Client or its authorized representatives, Client acknowledges the inherent limitations associated with performing engineering judgments and testing Services on an on-call basis, including without limitation, the inability to completely evaluate, document or judge work and conditions not directly observed or tested by AET. AET's opinions, conclusions, and recommendations are qualified to the extent of those limitations.

2.2 – Density tests of fill soils represent conditions only at the locations and elevations tested and do not necessarily represent conditions laterally or below. AET can only provide judgments regarding the engineered fill system to adequately support the design construction loadings by monitoring the filling process on a continuous basis for consistency of soil type, moisture content, lift thickness, and compaction effort.

2.3 – AET requires a minimum of 24 hours' notice of the need for Services. AET will not be liable for claims, damages, or delays related to failure of Client to provide adequate advance notice to AET.

SECTION 3 - SITE ACCESS, UNDERGROUND FACILITIES AND CONSTRUCTION STAKING

3.1 – Client will furnish AET safe and legal site access.

3.2 – With the exception of public utilities which AET will contact state "call before you dig" notification centers (e.g. Gopher State One call in Minnesota), Client will mark or cause to be marked the location of all other underground utilities and structures (Facilities) that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

3.3 – Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney's fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

3.4 - The location and elevation of a proposed structure or facility shall be staked (with offsets) and controlled by surveying or GPS equipment by others. AET's measurements are made in relation to that information. The reliability of any opinions, conclusions, and recommendations based on those measurements is strictly dependent on the accuracy of the staking or GPS information provided by others.

3.5 - During construction, observations and testing Services are based on the positioning of the formwork by the contractor or its subcontractor. AET will not be responsible for any errors or damages resulting from improper location or positioning of the formwork.

SECTION 4 - SAFETY

4.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. Client or its authorized representative(s) is responsible for the safety of the jobsite. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

4.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 5 - SAMPLES

5.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

5.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 6 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 7 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 8 - INSURANCE

AET maintains insurance with coverage and limits shown below. AET will furnish certificates of insurance to Client upon request.

8.1 - AET maintains the following insurance coverage and limits of liability:

Workers' Compensation	Statutory Limits
Employer's Liability	\$100,000 each accident
	\$500,000 disease policy limit
	\$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional/Pollution Liability Insurance	\$1,000,000 per claim
	\$1,000,000 aggregate

8.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services, Property Damage including Completed Operations, Personal Injury, and Contractual Liability insurance applicable to AET's indemnity obligations under this Agreement.

8.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

8.4 - Professional Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services. Renewal policies during this period shall maintain the same retroactive date.

8.5 - To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14 04 08, which includes blanket coverage for Products/Completed Operations and on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74 02 12). Any other endorsement, coverage or policy requirement shall result in additional charges.

8.6 - AET will maintain in effect all insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

8.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 9 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 10 - PAYMENT, INTEREST AND BREACH

10.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice, but not greater than 45 days from the date of the invoice. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

10.2 - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

10.3 - AET reserves the right to secure any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

SECTION 11 - CHANGE ORDERS

AET's proposal associated with this project provides an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client if AET's fees are approaching the proposal amount and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services ordered under this agreement. Approval of a change order may be in writing or by electronic communication.

SECTION 12 - MEDIATION

12.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

12.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 13 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 10 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

SECTION 14 - MUTUAL INDEMNIFICATION

14.1 - Subject to the limitations contained in Sections 14 and 15, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's intentional acts or negligent performance of the Services.

14.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

14.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as a beneficiary.

14.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence or intentional acts.

SECTION 15 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 16- MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of Income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 17 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by AET from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total compensation in excess of costs received by AET for Services or \$50,000, whichever is greater. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 18 – UNIONIZATION

AET reserves the right to negotiate an appropriate fee increase or to terminate this Agreement on three (3) days written notice to Client without incurring penalties or costs from Client, Owner and their successors, assignees, joint-venturers, contractors and subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages, directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

SECTION 19 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at 29 Code of Federal Regulations Part 471, Appendix A to Subpart A. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 20 - TERMINATION

After 7 days' written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay AET for all Services performed, including demobilization and reporting costs to complete the file.

SECTION 21 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 22 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of South Dakota without regard to its conflicts of law provisions.

SECTION 23 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any previous written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

THE FIRST AMENDMENT TO LAND LEASE AGREEMENT

This First Amendment to Land Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Deadwood**, a South Dakota municipal corporation ("**Landlord**") and **CommNet Cellular Inc. d/b/a Verizon Wireless** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated December 7, 2009 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Thirty-Five Thousand and No/100 Dollars (\$35,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before March 3, 2020; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on October 1, 2009 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on September 30, 2034. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of eight (8) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, as modified by this Amendment, (a) all Existing Renewal Terms and New Renewal Terms shall

automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that the rent payable from Tenant to Landlord under the Lease, shall be One Thousand Fifty-Eight and No/100 Dollars (\$1,058.00) per month ~~The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease (the "Rent"), shall continue in full force and effect through the New Renewal Term(s). Commencing on October 1, 2024 and on the beginning of each Renewal Term thereafter, Rent due under the Lease, as modified by this Amendment, shall increase by an amount equal to fifteen percent (15%) of the then current Rent.~~ In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid to Landlord under the Lease shall be paid by Tenant to **City of Deadwood SD**.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist /under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in the Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense and for no additional consideration to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the

Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

5. **Non-Compete.** During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of the Lease, as modified by this Amendment, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.
6. **Limited Right of First Refusal.** The Parties acknowledge and agree that Section 16 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to Tenant's right of first refusal shall be controlled by this Section of this Amendment. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.
7. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this

Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

8. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. Except with Landlord's family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
9. **Notices.** The Parties acknowledge and agree that Section 23 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: City of Deadwood, 102 Sherman St, Deadwood, SD 57732; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
10. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
11. **Governing Law.** The Parties acknowledge and agree that Section 21 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

12. **Waiver.** The Parties acknowledge and agree that Section 11 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
13. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's (or American Tower's) interest in the Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("***Tenant's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "***Holder***") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.
14. **Taxes.** The Parties acknowledge and agree that Section 7 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.
15. **Deletions.** The Parties acknowledge and agree that Section 22 and Section 27a of the Lease are hereby deleted in their entirety and are of no further force and effect.

16. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

**City of Deadwood,
a South Dakota municipal corporation**

Signature: _____

Print Name: **David R. Ruth Jr.**

Title: **Mayor**

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

CommNet Cellular Inc. d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

ATC Site No: 410417
VZW Site No: 106087
Site Name: SD1DEADWOOD SD

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

PART OF SCHOOL LOT 3 AND ALL OF SCHOOL LOTS 4, 5, 6, 7 AND 9, IN THE CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA, ACCORDING TO P.L. ROGERS MAP OF THE CITY OF DEADWOOD.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A PARCEL OF GROUND BEING A PORTION OF SCHOOL LOT 6, O.T., CITY OF DEADWOOD, LOCATED IN THE SW ¼ OF SECTION 23, T5N, R3E, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CORNER FROM WHICH CORNER NO. 10, A FOUND STONE, OF THE ORIGINAL TOWNSITE OF DEADWOOD, BEARS N43°54'07"E, 216.62 FEET;

THENCE S37°46'15"W, 55.64 FEET TO AN ANGLE POINT;

THENCE S84°47'17"W, 24.53 FEET TO AN ANGLE POINT;

THENCE N04°14'33"W, 12.02 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 30 FEET, 30.18 FEET TO A POINT OF COMPOUND CURVE;

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 25 FEET, 30.73 FEET TO A POINT OF TANGENCY;

THENCE S47°41'27"W, 8.33 FEET TO AN ANGLE POINT;

THENCE N59°09'13"W, 3.81 FEET TO AN ANGLE POINT;

THENCE N30°50'47"E, 23.97 FEET TO AN ANGLE POINT;

THENCE N54°03'41"E, 68.17 FEET TO AN ANGLE POINT;

THENCE S45°30'12"E, 63.04 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.11 ACRES, MORE OR LESS.

ATC Site No: 410417

VZW Site No: 106087

Site Name: SD1DEADWOOD SD

EXHIBIT A (Continued)
ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

A PRIVATE ACCESS EASEMENT THROUGH PROBATE LOT 283, MOUNT MORIAH CEMETERY, AND SCHOOL LOTS 5 AND 6, O.T., CITY OF DEADWOOD, LOCATED IN THE S1/2 OF SECTION 23, T5N, R3E, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE CENTERLINE INTERSECTS THE EDGE OF THE EXISTING PLATTED DAVID STREET THROUGH MOUNT MORIAH CEMETERY FROM WHICH THE SOUTHEAST CORNER OF PROBATE LOT 364, BEING A REBAR AND CAP STAMPED ARLETH & ASSOC. L.S. 3977, BEARS S 56°43'12"W, 84.62 FEET;

THENCE 71.90 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET TO A POINT OF TANGENCY;

THENCE N 33°22'46" W, 29.59 FEET TO A POINT OF CURVATURE;

THENCE 55.55 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 179.94 FEET TO A POINT OF TANGENCY;

THENCE S 53°59'38" E, 79.79 FEET TO A POINT OF CURVATURE;

THENCE 37.98 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 140.00 FEET TO A POINT OF TANGENCY;

THENCE S 38°26'56" E, 90.74 FEET TO A POINT OF CURVATURE;

THENCE N 44°48'12" W, 69.33 FEET TO A POINT OF CURVATURE;

THENCE 16.96 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 42.00 FEET TO A POINT WHERE THE SAID CENTERLINE INTERSECTS THE BOUNDARY BETWEEN PROBATE LOT 283 AND MOUNT MORIAH CEMETERY;

THENCE 45.11 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 42.00 FEET TO A POINT OF TANGENCY;

THENCE N 39°26'03" E, 37.26 FEET TO A POINT OF CURVATURE;

THENCE 40.57 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 100.00 FEET TO A POINT WHERE THE SAID CENTERLINE INTERSECTS THE BOUNDARY BETWEEN PROBATE LOT 283 AND MOUNT MORIAH CEMETERY;

THENCE 23.42 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 100.00 FEET TO A POINT OF TANGENCY;

EXHIBIT A (Continued)
ACCESS AND UTILITIES (Continued)

THENCE N 76°05'52" E, 23.69 FEET TO A POINT WHERE THE CENTERLINE INTERSECTS THE BOUNDARY BETWEEN PROBATE LOT 283 AND SCHOOL LOT 5;

THENCE N 76°05'52" E, 36.23 FEET TO A POINT OF CURVATURE;

THENCE 140.20 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1550.75 FEET TO A POINT OF TANGENCY;

THENCE N 70°55'04" E, 75.72 FEET TO A POINT OF CURVATURE;

THENCE 53.78 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 48.72 FEET TO A POINT OF TANGENCY;

THENCE N 07°40'25" E, 151.39 FEET TO A POINT OF CURVATURE;

THENCE 77.21 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 45.00 FEET TO A POINT OF TANGENCY;

THENCE S 74°01'33" E, 28.19 FEET TO A POINT OF CURVATURE;

THENCE 70.68 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 60.47 FEET TO A POINT OF TANGENCY;

THENCE S 07°03'31" E, 28.74 FEET TO A POINT OF CURVATURE;

THENCE 10.29 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 32.56 FEET TO A POINT WHERE THE SAID CENTERLINE INTERSECTS THE BOUNDARY BETWEEN SCHOOL LOT 5 AND SCHOOL LOT 6;

THENCE 19.45 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 32.56 FEET TO A POINT OF TANGENCY;

THENCE S 59°24'04" E, 66.30 FEET TO A POINT OF CURVATURE;

THENCE 70.29 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 58.96 FEET TO A POINT OF TANGENCY;

THENCE N 52°17'34" E, 128.29 FEET TO AN ANGLE POINT;

THENCE N 33°41'57" E, 55.18 FEET TO A POINT OF CURVATURE;

THENCE 27.99 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 19.00 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE 24.15 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 24.00 FEET TO THE END POINT FORM WHICH A FOUND STONE, BEING CORNER NO. 10 OF THE ORIGINAL TOWNSITE OF DEADWOOD, BEARS N 48°29'58" E, 287.86 FEET;

THE DESCRIBED PRIVATE ACCESS EASEMENT IS 1731.95 FEET IN LENGTH WITH A WIDTH OF 12 FEET, 6 FEET EACH SIDE OF CENTERLINE, THE SIDELINES TO BE LENGTHENED OR SHORTENED TO CONFORM TO EXISTING PROPERTY AND/OR RIGHT-OF-WAYS.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Stephanie L. Poulin, Esq.
ATC Site No: 410417
ATC Site Name: SD1DEADWOOD SD
Assessor's Parcel No(s): 30075-00009-000-00

Prior Recorded Lease Reference:

Date: December 18, 2009
Document No: 2009-06669
State of South Dakota
County of Lawrence

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of Deadwood, a South Dakota municipal corporation ("Landlord")** and **CommNet Cellular Inc. d/b/a Verizon Wireless ("Tenant")**.

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated December 7, 2009 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be September 30, 2074. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

ATC Site No: 410417
VZW Site No: 106087
Site Name: SD1DEADWOOD SD

4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: City of Deadwood, 102 Sherman St, Deadwood, SD 57732; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

**City of Deadwood,
a South Dakota municipal corporation**

Signature: _____

Print Name: **David R. Ruth, Jr.**

Title: **Mayor**

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared **David R. Ruth, Mayor**, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT**WITNESS****CommNet Cellular Inc. d/b/a Verizon Wireless**

By: ATC Sequoia LLC,
a Delaware limited liability company
Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

PART OF SCHOOL LOT 3 AND ALL OF SCHOOL LOTS 4, 5, 6, 7 AND 9, IN THE CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA, ACCORDING TO P.L. ROGERS MAP OF THE CITY OF DEADWOOD.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A PARCEL OF GROUND BEING A PORTION OF SCHOOL LOT 6, O.T., CITY OF DEADWOOD, LOCATED IN THE SW ¼ OF SECTION 23, T5N, R3E, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CORNER FROM WHICH CORNER NO. 10, A FOUND STONE, OF THE ORIGINAL TOWNSITE OF DEADWOOD, BEARS N43°54'07"E, 216.62 FEET;

THENCE S37°46'15"W, 55.64 FEET TO AN ANGLE POINT;

THENCE S84°47'17"W, 24.53 FEET TO AN ANGLE POINT;

THENCE N04°14'33"W, 12.02 FEET TO A POINT OF CURVATURE;

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 30 FEET, 30.18 FEET TO A POINT OF COMPOUND CURVE;

THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 25 FEET, 30.73 FEET TO A POINT OF TANGENCY;

THENCE S47°41'27"W, 8.33 FEET TO AN ANGLE POINT;

THENCE N59°09'13"W, 3.81 FEET TO AN ANGLE POINT;

THENCE N30°50'47"E, 23.97 FEET TO AN ANGLE POINT;

THENCE N54°03'41"E, 68.17 FEET TO AN ANGLE POINT;

THENCE S45°30'12"E, 63.04 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 0.11 ACRES, MORE OR LESS.

EXHIBIT A (Continued)
ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

A PRIVATE ACCESS EASEMENT THROUGH PROBATE LOT 283, MOUNT MORIAH CEMETERY, AND SCHOOL LOTS 5 AND 6, O.T., CITY OF DEADWOOD, LOCATED IN THE S1/2 OF SECTION 23, T5N, R3E, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE CENTERLINE INTERSECTS THE EDGE OF THE EXISTING PLATTED DAVID STREET THROUGH MOUNT MORIAH CEMETERY FROM WHICH THE SOUTHEAST CORNER OF PROBATE LOT 364, BEING A REBAR AND CAP STAMPED ARLETH & ASSOC. L.S. 3977, BEARS S 56°43'12"W, 84.62 FEET;

THENCE 71.90 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 35.00 FEET TO A POINT OF TANGENCY;

THENCE N 33°22'46" W, 29.59 FEET TO A POINT OF CURVATURE;

THENCE 55.55 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 179.94 FEET TO A POINT OF TANGENCY;

THENCE S 53°59'38" E, 79.79 FEET TO A POINT OF CURVATURE;

THENCE 37.98 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 140.00 FEET TO A POINT OF TANGENCY;

THENCE S 38°26'56" E, 90.74 FEET TO A POINT OF CURVATURE;

THENCE N 44°48'12" W, 69.33 FEET TO A POINT OF CURVATURE;

THENCE 16.96 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 42.00 FEET TO A POINT WHERE THE SAID CENTERLINE INTERSECTS THE BOUNDARY BETWEEN PROBATE LOT 283 AND MOUNT MORIAH CEMETERY;

THENCE 45.11 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 42.00 FEET TO A POINT OF TANGENCY;

THENCE N 39°26'03" E, 37.26 FEET TO A POINT OF CURVATURE;

THENCE 40.57 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 100.00 FEET TO A POINT WHERE THE SAID CENTERLINE INTERSECTS THE BOUNDARY BETWEEN PROBATE LOT 283 AND MOUNT MORIAH CEMETERY;

THENCE 23.42 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 100.00 FEET TO A POINT OF TANGENCY;

EXHIBIT A (Continued)
ACCESS AND UTILITIES (Continued)

THENCE N 76°05'52" E, 23.69 FEET TO A POINT WHERE THE CENTERLINE INTERSECTS THE BOUNDARY BETWEEN PROBATE LOT 283 AND SCHOOL LOT 5;

THENCE N 76°05'52" E, 36.23 FEET TO A POINT OF CURVATURE;

THENCE 140.20 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1550.75 FEET TO A POINT OF TANGENCY;

THENCE N 70°55'04" E, 75.72 FEET TO A POINT OF CURVATURE;

THENCE 53.78 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 48.72 FEET TO A POINT OF TANGENCY;

THENCE N 07°40'25" E, 151.39 FEET TO A POINT OF CURVATURE;

THENCE 77.21 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 45.00 FEET TO A POINT OF TANGENCY;

THENCE S 74°01'33" E, 28.19 FEET TO A POINT OF CURVATURE;

THENCE 70.68 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 60.47 FEET TO A POINT OF TANGENCY;

THENCE S 07°03'31" E, 28.74 FEET TO A POINT OF CURVATURE;

THENCE 10.29 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 32.56 FEET TO A POINT WHERE THE SAID CENTERLINE INTERSECTS THE BOUNDARY BETWEEN SCHOOL LOT 5 AND SCHOOL LOT 6;

THENCE 19.45 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 32.56 FEET TO A POINT OF TANGENCY;

THENCE S 59°24'04" E, 66.30 FEET TO A POINT OF CURVATURE;

THENCE 70.29 FEET ALONG A CURVE TO THE LEFT WITH A RADIUS OF 58.96 FEET TO A POINT OF TANGENCY;

THENCE N 52°17'34" E, 128.29 FEET TO AN ANGLE POINT;

THENCE N 33°41'57" E, 55.18 FEET TO A POINT OF CURVATURE;

THENCE 27.99 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 19.00 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE 24.15 FEET ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 24.00 FEET TO THE END POINT FORM WHICH A FOUND STONE, BEING CORNER NO. 10 OF THE ORIGINAL TOWNSITE OF DEADWOOD, BEARS N 48°29'58" E, 287.86 FEET;

THE DESCRIBED PRIVATE ACCESS EASEMENT IS 1731.95 FEET IN LENGTH WITH A WIDTH OF 12 FEET, 6 FEET EACH SIDE OF CENTERLINE, THE SIDELINES TO BE LENGTHENED OR SHORTENED TO CONFORM TO EXISTING PROPERTY AND/OR RIGHT-OF-WAYS.

OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street
Deadwood, SD 57732



Jeremy Russell
Planning and Zoning Administrator
Telephone (605) 578-2082
jeramyr@cityofdeadwood.com
Fax (605) 578-2084

STAFF REPORT
PLANNING AND ZONING AND BOARD OF ADJUSTMENT
APRIL 1, 2020

APPLICANT: Jeff Snedeker

PURPOSE: To Transfer the Property, Consolidating Parcels and Adjusting Property Lines

GENERAL LOCATION: Stewart/Terrace Neighborhood

LEGAL DESCRIPTION: Plat of Lots 1A, 1B, 1C and Dedicated Public Right of Way of Highland Addition to the City of Deadwood, Lawrence County, South Dakota Formerly a Portion of Tracts 1 and 2 of Highland Addition, Portions of Probate Lots 8, 168, 298 and Vacated Terrace Street Located in the NW1/4 of Section 26, T5N, R3E, B.H.M.

FILE STATUS: All legal obligations have been completed.

ZONE: R1 – Residential District

STAFF FINDINGS:

Surrounding Zoning:

North: R1 – Residential District
South: R1 - Residential District
East: R1 – Residential District
West: R1 – Residential District

Surrounding Land Uses

Residential Dwellings
Vacant Lands
Residential Dwellings
Residential Dwellings

SUMMARY OF REQUEST

The Final Plat for Lot 1A, 1B and 1C and Dedicated Public Right of way of the Highland Addition to the City of Deadwood has been submitted to facilitate the transfer of the property, consolidating parcels and adjusting property lines.

The property is located on Terrace Street, East of Stewart Street.

FACTUAL INFORMATION

1. The property is currently zoned R1 – Residential District.
2. Lot 1A is comprised of 0.350 Acres \pm
Lot 1B is comprised of 0.105 Acres \pm
Lot 1C is comprised of 0.293 Acres \pm
3. The subject property is located within a low density residential designation.
4. Lots 1A, 1B and 1C are not located within a flood zone or flood hazard zone.
5. Public facilities are available to serve the property.
6. The area is currently characterized by open space and a few homes

STAFF DISCUSSION

Mr. Snedeker approached the City of Deadwood's Planning and Zoning Administrator a few months back requesting an adjustment of the property lines located in Lot 1B. After investigating his request, it was determined that working together on this project is in the best interest of both parties. This final plat shows our efforts.

Lot 1A: We adjusted the property lines allowing for a possible drive way to a new home. The City of Deadwood also gained .017 acres of ROW at Stewart Street and Terrace Street. The new property line will follow the curb around the corner instead of extending halfway into Terrace Street.

Lot 1B: Would now be considered at Non-Conforming Lot by our current City Ordinance due to the square footage of 4573.8 feet. A variance would be required and this lot currently has a residential home on it. The landowner currently has a legal non-conforming lot that will increase in square footage and become closer to compliance.

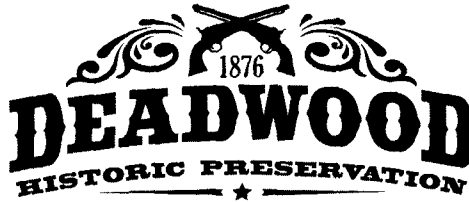
1C: This will be a consolidation of four parcels and taking in a portion of previously vacated Terrace Street while making a slight adjustment to their North Boundary line. This parcel is compliant with the Zoning Code.

1. The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
2. Land is identified with a new legal description for the transfer of the land.
3. Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
4. A date is shown on the plat and serves to "fix in time" the data represented on the plat.
5. The street bounding the lot is shown and named.
6. All certifications are indicated and correct on the plat.
7. Dimensions, angles and bearings are shown along the lot lines.
8. Scale of the plat is shown and accompanied with a bar scale.

ACTION REQUIRED FOR CONDITIONAL USE PERMIT:

1. Approval/Denial of Plat with Variance of 426.2 feet on Lot B. Deadwood Planning and Zoning Commission
2. Approval/Denial by Deadwood Board of Adjustment

OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-2084



Kevin Kuchenbecker
Historic Preservation Officer
Telephone (605) 578-2082
kevin@cityofdeadwood.com

MEMORANDUM

Date: April 2, 2020
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Mt. Moriah Cemetery Gate Operators

Mt. Moriah is a popular attraction for Deadwood visitors. To provide better accessibility for the guided tour buses that frequent Mt. Moriah Cemetery and enhance accessibility for vendors and public works, staff is proposing to upgrade the current gate with electric operators. This is a budgeted project within the 2020 Historic Cemeteries Enterprise Fund.

Staff requested proposals from Black Hills Doors and South Dakota Overhead Doors. Black Hills Doors submitted a quote to install two (2) LA400 operators and one (1) KPW250 wireless keypad in the amount of \$6,514.00. At this time, South Dakota Overhead Doors decided to pass on this project.

Staff is requesting permission to hire Black Hills Doors to install two (2) LA400 operators and one (1) wireless keypad for the gate at Mt. Moriah in the amount of \$6,514.00 to be paid out of the Historic Cemeteries Enterprise fund as budgeted. There will be additional anticipated expenses to this project associated with electrical access and slight modifications to the gate while still compatible with its historic character.

Recommended Motion: *Move to approve hiring Black Hills Doors to install two (2) LA400 operators and one (1) KPW250 wireless keypad for the gate at Mt. Moriah Cemetery in the amount of \$6,514.00 to be paid out of the Historic Cemeteries Enterprise Fund as budgeted for 2020.*

BLACK HILLS DOORS

Serving the Area for 35 Years!

1111 E Saint Patrick ST.

Rapid City, SD 57701

Phone (605) 787-4703

blackhillsdoors@midconetwork.com

www.BlackHillsDoors.com



RAYNOR.
AUTHORIZED DEALER

PROPOSAL FOR:

Mount Moriah Cemetery
10 Mt Moriah Dr
Deadwood, SD
605-641-5568 - Kevin
kevin@cityofdeadwood.com

DATE: 3/31/2020
QUOTATION #: 3173382

VALID FOR: 30 Days

Comments or Special Instructions: Proposal excludes concrete pad required for keypad pedestal; proposal also excludes electrical wiring to operators. Will also require posts for mounting control boxes, 1 per operator

SALESPERSON	QUOTATION #	EST. LEAD TIME	TERMS
Ryan	3173382	3-4 weeks	

QUANTITY	DESCRIPTION	AMOUNT
2 operators	Install (2) LA400 operators to work in tandem; KPW250 wireless keypad mounted to 42" black pad-mounted pedestal; includes loop detector + sawcut loops for opening, photo eyes for safety/closing	\$ 6,514.00
TOTAL		\$ 6,514.00

If you have any questions concerning this proposal,
contact Ryan Wegner, (605) 787-4703, blackhillsdoors@midconetwork.com

THANK YOU FOR YOUR BUSINESS!

QUOTATION PREPARED BY: X <u>Ryan Wegner</u> Authorized Signature, Black Hills Doors	ACCEPTANCE OF QUOTATION: X _____ Date Accepted _____
--	---

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, wind damage and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

4/2/2020

Swing Gate Operator - Kevin Kuchenbecker

Swing Gate Operator

Richard Lundstrom <doorpro355@hotmail.com>

Mon 3/30/2020 12:16 PM

To: Kevin Kuchenbecker <kevin@cityofdeadwood.com>;

Kevin,

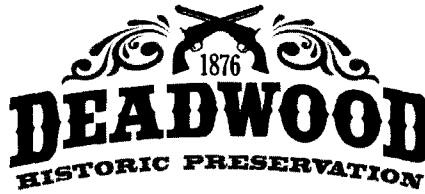
I decided to pass on this project, I am not sure if you have other bids ? If you do not I know All Metal Manufacture also does this type of work.

Thank you for the opportunity

RICH LUNDSTROM
SOUTH DAKOTA OVERHEAD DOORS
3280 West Chicago Street
Rapid City, SD57702
Phone: 605-355-1500
Fax: 605-342-5861

doorpro355@hotmail.com
www.SDOverheaddoors.com

OFFICE OF
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108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-2084



Kevin Kuchenbecker
HP Officer
Telephone (605) 578-2082

MEMORANDUM

Date: April 1, 2020
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer and
Sexton of Historic Cemeteries
Re: Mount Moriah Cemetery Brochures

The Deadwood Historic Preservation Office has been working on combining the Mt. Moriah Cemetery newsprint flier from the 1980s with the Mt. Moriah Cemetery Walking Tour brochure to eliminate waste and duplication. Through the help of TDG Communications staff has designed a new piece to replace the two printed handouts.

Staff is requesting permission to print 100,000 of the new Mount Moriah Cemetery brochures to be distributed at the Deadwood Welcome Center, Mount Moriah Cemetery Ticket Booth and the History and Information Center. Staff has worked to obtain competitive quotes. Below is a summary of the quotes to print this brochure:

- Simpsons Publishing; Rapid City, SD (declined providing a quote)
- Pheasantland Industries; Sioux Falls, SD (cannot process project)
- Sand Creek Printing; Belle Fourche, SD Quote at \$18,419.00
- MS Mail, Deadwood, SD. Quote at \$14,355.00

The quotes received are provided on the attached page.

RECOMMENDATION:

Authorize the Deadwood Historic Preservation Office to have 100,000 Mount Moriah Cemetery brochures printed for the 2020 tourist season. This is a budgeted expense for 2020 out of the Historic Cemeteries Enterprise Fund.

OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-2084



Kevin Kuchenbecker
HP Officer
Telephone (605) 578-2082



140 SHERMAN STREET, DEADWOOD, SD 57732 • BLACKHILLSMAIL.COM • 605.578.1429

March 13, 2020

Thank you for the opportunity to bid on printing the Mt. Moriah brochure/handout.
Piece is 16x18 folds to 4x9, 4/4 - 70# gloss text weight paper. Art supplied.

Printing Cost:
100,000 - \$14,355

Time needed to print is about 10 days, may be able to be done sooner, if scheduled accordingly. There may be a over/under of 10% with this quantity. Please let me know if you have any questions.

Sincerely,

Lynn Milos

From: Mary M <mary@sandcreekprinting.com>
Sent: Tuesday, March 31, 2020 2:04 PM
To: Michael Runge
Subject: RE: Mount Moriah Cemetery brochure quote

PRINTING QUOTE

100,000 Mt Moriah Cemetery Brochures
Size: 16x18
Full Color – 2 sided
80# Gloss Text Paper
Tri-fold
Total: \$18,419