

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA

Regular Meeting
5:00 p.m. Monday, December 16, 2019

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 DECEMBER 2, 2019**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

A. Present Years of Services Award to City of Deadwood employees.

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 to purchase 5500 gallons of gas at \$2.33 per gallon from Southside Oil.
- B. Permission for Mayor to sign annual parking lease with NMD Ventures (dba Hickok's) for twelve (12) spaces at Broadway Parking Structure in the amount of \$1,200.00 per month plus tax. (page 32)
- C. Approve updated job description for Parks Superintendent. (page 36)
- D. Permission for Mayor to sign Combined Voting Agreement with Lead-Deadwood School District, City of Central City, City of Lead, Lead-Deadwood Sanitary District and Lead Fire Protection District (page 45)
- E. Permission to increase rate of pay for Water Technician Cory Percy from \$20.61 per hr. to \$21.69 per hr. effective December 17, 2019 after one year of service, and increase rate of pay for Police Officer Barry Rodgers from \$21.35 per hr. to \$23.72 per hr. retroactive to November 17, 2019 after certification.
- F. Permission to remove seasonal employees Betsy Carbo (Streets/Parks) and Herb Cowart (Trolley) from payroll effective December 1, 2019.
- G. Permission for the Mayor to sign agreement with Neighborhood Housing Services (dba NeighborWorks) for administration of the Revolving Loan fund for the Historic Preservation Commission. (page 49)
- H. Permission for police department to purchase budgeted 2020 Durango Pursuit in the amount not to exceed \$32,488.00. (2020 Budgeted item with no funds expended in 2019.)(page 56)

- I. Acknowledge bond payments to First National Wealth Management for Historic Preservation Bond Series 2012 and 2015 paid according to budget prior to defeasance. \$456,612.51 paid in Jan, Feb, March and April 2019.
- J. Acknowledge bond payments to US Bank for Bond Series 2019 (Outlaw Square) as scheduled. \$82,055.39 paid in Nov and Dec 2019.
- K. Permission to pay Gardner Construction \$9,305.00 for contracted services of snow removal. (Storm dates of 12/1, 12/2 and 12/3. To be paid by Streets contracted services.)(page 58)
- L. Permission to purchase a V-Plow from Butte County Equipment to be installed on the Kubota RTV-1100 in the amount not to exceed \$10,950.00, which includes install. (To be paid from Streets 2020 equipment budget.)(page 59)
- M. Permission to hire Golden West to upgrade and extend wireless system at City Hall in the amount \$3,258.67. (To be paid from Public Buildings improvements 2020 budget.)(page 60)
- N. Permission to pay Deadwood Electric in the amount of \$3,272.85 for electrical repairs and lights damaged by hail to city properties. (To be paid from Public buildings repair budget.)(page 61)
- O. Permission to hire Kay Luther as part-time police officer at rate of \$21.35 per hour effective 12/17/19, pending pre-employment testing.
- P. Permission to promote Cory Shafer to Police Sergeant position effective December 17, 2019 with an hourly rate of \$25.59.
- Q. Acknowledge bond payment to US Bank for Bond Series 2009 (Rec Center) in the amount of \$253,700.00. Final payoff on 12/30/19 will reflect this payment.

7. BID ITEMS

- A. Permission to advertise for bids for Whitewood Creek Improvement Project – Phase 4 and set bid opening for January 15, 2020 at 2:00 pm, with results to City Commission on January 21, 2020.

8. PUBLIC HEARINGS

- A. Hold Public Hearing for creation of Zone 3 for Open Container, for Outlaw Square located at 703 Main Street. (Zone to include Deadwood Street between Main Street and Pioneer Say and adjacent sidewalk located along 685 Main Street.)(page 63)

9. OLD BUSINESS

10. NEW BUSINESS

- A. Second reading of Ordinance #1303 Supplemental Budget #2 for 2019 (page 65)
- B. Permission for Mayor to sign Agreement to Convey Roadway Maintenance Easement for properties located on Charles Street. (page 69)
- C. Permission for Mayor to sign Agreement with Iron Outfitter Waste Services (dba Sander Sanitation) for garbage service from January 1, 2020 through December 31, 2023. (page 76)

- D. CMAR Contract Finalization for Outlaw Square. Permission for Mayor to sign Amendment #4, final building and site package in the amount of \$3,020,746.00 including Change Order #1 \$34,026.07 and Change Order # 2 \$56,953.85 for a total CMAR contract \$4,660,103.92. (page 86)
- E. Request direction from Commission in regards to SD Department of Transportation's notification of surplus property, which is the 2.07 acres located southwest of Deadwood city limits and north of the Hwy 85/385 intersection. (aka skate park)(page 111)
- F. Request from various properties to accept Petition to Amend Business Improvement District #9. If petition is accepted, pass Resolution 2019-36 to Establish Boundaries for BID #9. (page 120)
- G. Permission to enter into Municipal Lease agreement with National Cooperative Lease for a 2020 Mack Dump Truck in the amount of \$32,207.32. (2020 budgeted item.) (page 123)
- H. Permission to enter into municipal lease with Butler Machinery Company for the 2019 CAT 918 loader with trade of 1994 CAT 928F loader. (page 139)

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

REGULAR MEETING, DECEMBER 2, 2019

The Regular Session of the Deadwood City Commission convened on Monday, December 2, 2019 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor 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, Charlie Struble, and Gary Todd. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Struble moved, Johnson seconded to approve the minutes of November 18, 2019. Roll Call: Aye-All. Motion carried.

NOVEMBER, 2019 PAYROLL: COMMISSION, \$2,730.76; FINANCE, \$18,434.66; PUBLIC BUILDINGS, \$7,933.53; POLICE, \$70,718.96; FIRE, \$5,536.45; BUILDING INSPECTION, \$4,142.00; STREETS, \$33,965.22; PARKS, \$24,453.58; PLANNING & ZONING, \$4,312.30; LIBRARY, \$6,514.87; RECREATION CENTER, \$14,816.65; HISTORIC PRESERVATION, \$16,744.27; WATER, \$16,428.99; PARKING METER, \$9,474.16; TROLLEY, \$19,303.64; PARKING RAMP, \$908.96. **PAYROLL TOTAL: \$256,419.00.**

NOVEMBER, 2019 PAYROLL PAYMENTS:

Internal Revenue Service, \$59,693.50; S.D. Retirement System, \$28,469.42; Delta Dental, \$4,541.66.

APPROVAL OF DISBURSEMENTS

Todd moved, Martinisko seconded to approve the December 2, 2019 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	334.10
A & I DISTRIBUTORS	SUPPLIES	72.35
ACE HARDWARE	SUPPLIES	349.14
ALSCO	SUPPLIES	260.82
AMANO MCGANN	READER	3,060.14
ANFINSON, JOHN MARK	DIORAMA	45,000.00
BIG TEX TRAILER	SERVICE	8,095.00
BH CHEMICAL	SUPPLIES	308.48
BH SPECIAL SERVICES	CLEANING	1,610.00
BUTTE COUNTY EQUIPMENT	RENTAL	500.00
CAI CONSTRUCTION	PROJECT	35,405.02
CENTURY BUSINESS PRODUCTS	CONTRACT	352.36
CHANEY-MOODIE, JEANETTE	REIMBURSEMENT	54.60
COLGROVE, TODD	PROJECT	201.50
CREATIVE PRODUCT SOURCING	DARE SUPPLIES	1,378.79
CULLIGAN	SUPPLIES	21.50
DAKOTA LUMBER	PROJECT	18,153.00
DEADWOOD ALIVE	BID #8	10,242.00
DEADWOOD CHAMBER	BILL LIST	15,471.00
DEADWOOD CHAMBER	OUTLAW SQUARE	31,841.31
DVFD	REIMBURSEMENT	446.97
DIVERSIFIED INSPECTIONS	INSPECTIONS	1,330.08
DOOLITTLE, JAMES	SERVICE	800.00
ECKERT'S GREENHOUSE	SUPPLIES	733.08
ECOLAB	SERVICE	254.73
EMERY-PRATT	BOOKS	109.70
ESO FIREHOUSE SOFTWARE	SERVICE	675.00
FAST BREAK SCREEN PRINTING	SERVICE	60.00
FASTENAL	SUPPLIES	109.00
FIRST INTERSTATE BANK	TIF PAYMENT	250,373.21
GALLS	UNIFORMS	136.65
GLOBAL EQUIPMENT	SUPPLIES	5,158.59
GOLDEN WEST	SERVICE	53.13
GUNDERSON, PALMER, NELSON	SERVICE	4,513.21
HILLYARD	SUPPLIES	18.60
HISTORIC HOMESTAKE OPERA	TREE	140.00
HOLIDAY INN MITCHELL	SERVICE	354.54
HOMETOWN TROLLEY	SUPPLIES	120.03
INTEGRATED PARKING SOLUTION	MAINTENANCE	3,456.00
IVERSON, FRANCIS	PROJECT	3,500.82
JANKE AND SONS TRUCKING	SERVICE	3,326.39
KNECHT	PROJECT	802.52
LEAD-DEADWOOD REGIONAL	FLU SHOTS	460.00
LIBERTY NATIONAL BANK	TIF PAYMENT	112.28
LUX, JUSTIN	REIMBURSEMENT	34.64
MADER, JOHN	PROJECT	3,772.90
MARKERTEK VIDEO SUPPLY	SUPPLIES	106.56
MENARD'S	SUPPLIES	987.00
MIDWEST TAPE	DVDS	216.40
MIGHTY MOUNTS	SUPPLIES	30.10
MDU	SERVICE	8,396.82
MS MAIL	SERVICE	145.69
MUTUAL OF OMAHA	INSURANCE	255.55
NAMMINGA, LYNN	PROJECT	34.54
NEIGHBORHOOD HOUSING	CONTRACT	3,003.75
NETWORK SERVICES	SUPPLIES	96.90
NORTHERN HILLS RECREATION	BID #8	11,300.29
NORTHWEST PIPE FITTINGS	SUPPLIES	238.78
NORTHWESTERN POWER	SUPPLIES	476.00
NUSTEP	RECUMBENT	6,085.00
OTIS ELEVATOR	MAINTENANCE	730.32

REGULAR MEETING, DECEMBER 2, 2019

PASSPORT LABS	METERS	75.00
PETTY CASH	HP/ZONING	177.69
PITNEY BOWES	POSTAGE	500.00
PL CARPENTRY	PROJECT	4,059.00
QUICK TROPHY	TAG	19.17
QUIK SIGNS	SERVICE	31.42
RAPID SPA	SUPPLIES	135.94
RCS CONSTRUCTION	PROJECT	64,032.50
RODGERS, BARRY	REIMBURSEMENT	168.23
RUNGE, MIKE	REIMBURSEMENT	237.08
S AND C CLEANERS	CLEANING	7,328.00
SD ASSN. OF CODE ENFORCEME	MEMBERSHIP	40.00
SD BUILDING OFFICIALS	MEMBERSHIP	50.00
SD DEPT. OF HEALTH	TESTING	30.00
SD DEPT. OF PUBLIC SAFETY	INSPECTION	60.00
SD MUNIC. STREET MAINTENAN	MEMBERSHIP	35.00
SD POLICE CHIEFS'	MEMBERSHIP	386.78
SD WATER & WASTEWATER	MEMBERSHIP	50.00
SERVALL	SUPPLIES	1,303.75
SIOUX CITY FOUNDRY	SUPPLIES	525.32
SIOUXLAND HERITAGE MUSEUMS	SUPPLIES	124.36
SMITH, ELIZABETH	REIMBURSEMENT	291.76
SD OVERHEAD DOOR	SERVICE	230.00
SOUTHSIDE OIL	DIESEL	14,803.07
TCF EQUIPMENT FINANCE	TROLLEYS	9,400.86
TALLGRASS LANDSCAPE ARCHIT	PROJECT	4,000.00
THE LORD'S CUPBOARD	RECYCLING	35.67
TOMS, DON	PROJECT	600.00
TRIPLE K	SERVICE	407.99
TWILIGHT	SUPPLIES	182.17
TWIN CITY HARDWARE	SUPPLEIS	5,484.42
TWIN CITY HARDWARE	GRANT	217.14
UMENTHUM, KEITH	PROJECT	436.56
USA BLUEBOOK	SUPPLIES	44.53
VAST	SERVICE	3,311.35
VERIZON	SERVICE	187.18
VICTOR STANLEY	SUPPLIES	26,138.00
WELLMARK	INSURANCE	54,988.47
WHEELER LUMBER	SUPPLIES	705.60
WINTER CONSTRUCTION	PROJECT	9,078.00
TOTAL		\$695,578.89

Years of Service

Fire Chief Rakow presented certificate to Paul Thomson for 10 years of service as a volunteer firefighter. Commission thanked him for his years of service.

CONSENT

Johnson moved, Martinisko seconded to approve the following consent items. Roll Call: Aye-All. Motion carried.

- A. Approve Mt. Moriah Tour Bus Renewals for 2020 per Ordinance Section 5.40.010.
- B. Permission to close City Hall at 3 p.m. on Friday, December 6th, 2019 for staff to assist with Grand Opening of the Outlaw Square.
- C. Permission for City Offices to close at noon on December 24th, 2019, with City staff using their leave time.
- D. Permission for Mayor to sign agreement with Greg and Cari Rothenhoefer for extension of utilities to properties located on Spring Street.
- E. Permission to approve updated job description for Water/Wastewater Operator. Permission to advertise in-house for five days and then in official newspaper until filled.
- F. Permission to approve updated job description for Public Buildings Maintenance Technician. Permission to advertise in-house for five days and then in official newspaper until filled.
- G. Permission to engage services with All Aspects, Inc. for plot marking and surveying at Oak Ridge Cemetery.
- H. Approve Resolution 2019-35 to Surplus City Property.

RESOLUTION NO. 2019-35 TO DECLARE THE FOLLOWING SURPLUS PROPERTY

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

HP Windows XP Professional
HP Compaq 8710W
Gateway 1PA25005355

Serial No: USH436001S
Serial No: CND8301R2C
Serial No: 0035422873

REGULAR MEETING, DECEMBER 2, 2019

Dated this 18th day of November, 2019

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

- I. Remove seasonal employees from payroll: Greg Nelson, Troy Jassman, Coltan Radensleben and Jared Quaschnick effective December 1, 2019.
- J. Permission to hire Brandon Russell as a lifeguard effective December 3, 2019 at \$10.31 per hour pending pre-employment screening.
- K. Approve HPC recommendation to provide an Emergency Not-For-Profit grant to the First Baptist Church in the amount of \$20,000 for foundation repairs to the stucco veneer from Not-For-Profit budget line item.
- L. Grant permission to enter into an agreement for professional services for the Trail System Wayfinding Signage in the amount of \$11,520.00 with BDT Architects and Designers to be paid out of 2020 HP budget Professional Services line item.
- M. Grant permission to enter into a contract with South Dakota Archaeological Research Center (SD-ARC) to catalog and compile a final report on the artifacts recovered during 2004 Sherman Street archaeological trenching project in the amount of \$21,823.20. Funding for this project will come from the 2020 HP budget Archaeology line item.

PUBLIC HEARINGS

Set

Martinisko moved, Struble seconded to set public hearing on December 16 for creation of Zone 3 for Open Container, for Outlaw Square located at 703 Main Street. (Zone to include Deadwood Street between Main Street and Pioneer Way and Adjacent sidewalk located along 685 Main Street.) Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Change Order

Historic Preservation Officer Kuchenbecker explained reasoning for the change order. Commissioner Todd questioned why this change was not in the original bid. Kuchenbecker explained the City adopted a new building code after the plans were finished. Martinisko moved, Johnson seconded to approve change order #3 with CAI2 in the amount of \$13,509.00 for retaining wall at 336 Williams Street, bringing total contract to \$155,170.96, including owner's share. Roll Call: Aye-All. Motion carried.

First Reading

Finance Officer McKeown explained the funds of the Ordinance, which are: group insurance, DARE funds being moved to another fund, DOT project, hail damage for vehicle, heated sidewalk approved as life safety, BID funds, grants, and TIF. Struble moved, Todd seconded to approve first reading of Ordinance #1303 Supplemental Budget #2 for 2019. Roll Call: Aye-All. Motion carried.

Contract

Martinisko moved, Johnson seconded to allow Mayor to sign joint-contract with City of Lead, Central City and Adams Salvage Recycling & Recovery, LLC for 2020 operation of the Tri-City Rubble Site. Roll Call: Aye-All. Motion carried.

Agreement

Martinisko moved, Johnson seconded to sign municipal equipment lease agreement with Kubota for a 2020 Skid Steer SSV65. (No funds expended in 2019, to be paid from Parks annual appropriation budget.) Commission thanked Public Works Director Nelson Jr. for updating the equipment. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- Festival of Trees – Lead Opera House – December 4th and 5th
- Outlaw Square Open House – December 6th at 5:00 p.m.

Bobby Rock, Outlaw Square Director, thanked city employees for shoveling and helping with the placement of the Glice.

REGULAR MEETING, DECEMBER 2, 2019

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 regular session at 5:17 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, December 16, 2019.

After coming out of executive session at 7:43 p.m.

Martinisko moved, Johnson seconded to reinstate Scott Reif, effective 12/3/19, as Parks Laborer with pay to be at the rate prior to his promotion to Superintendent position. Reif will be subjected to one year of random drug testing at his own expense. Roll call: Aye- All. Motion carried.

Martinisko moved, Johnson seconded to advertise the Parks Superintendent position in-house for five days and then in official newspaper until filled. Roll call: Aye- All. Motion carried.

Martinisko moved, Johnson seconded to adjourn meeting at 7:45 p.m.

ATTEST:

DATE: _____

Jessica McKeown, Finance Officer

BY: _____
David Ruth Jr., Mayor

Published once at the total approximate cost of _____

PACKET: 04872 COMBINED - 12/17/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0776	ALBERTSON ENGINEERING,	I-13963	101-3000-914	COMPENSATION STORM ASSESSMENT	000000	478.87
01-1402	SD DEPT. OF TRANSPORTAT	I-S00109217	101-2020	ACCOUNTS PAYA GF ACCOUNTS PAYABLE	000000	88,979.00
01-3309	THE LORD'S CUPBOARD	I-121219	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	44.08
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						89,501.95

01-0418	BLACK HILLS PIONEER	I-860 - 2019	101-4111-423	PUBLISHING MINUTES 11/07/2019	000000	168.17
		I-861 - 2019	101-4111-423	PUBLISHING MINUTES 11/07/2019 SPECIAL	000000	14.32
		I-864 - 2019	101-4111-423	PUBLISHING NOH - OUTLAW SQUARE	000000	11.09
		I-865 - 2019	101-4111-423	PUBLISHING NOH - OUTLAW SQUARE	000000	16.17
		I-866 - 2019	101-4111-423	PUBLISHING NOH - NEW YEARS BALL DROP	000000	11.55
		I-867 - 2019	101-4111-423	PUBLISHING NOH, SNOCROSS	000000	18.48
		I-868 - 2019	101-4111-423	PUBLISHING NOH, K9 KEG PULL	000000	15.71
		I-894 - 2019	101-4111-423	PUBLISHING MINUTES 11/14/19	000000	154.77
01-4317	VIGILANT BUSINESS SOLUT	I-191215	101-4111-422	PROFESSIONAL DRUG TESTING	000000	883.22
		I-191228	101-4111-422-01	PROF. SERV. S FEE FOR DOT RANDOM SELECTION	000000	100.00
				DEPARTMENT 111	COMMISSION	TOTAL:
						1,393.48

01-2394	GUNDERSON, PALMER, NELS	I-97429	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	5,190.00
				DEPARTMENT 141	ATTORNEY	TOTAL:
						5,190.00

01-0223	COCA COLA BOTTLING HIGH	I-3077725	101-4192-426	SUPPLIES OUNCE USAGE/PUBLIC BLDGS	000000	190.40
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01-0429	BLACK HILLS ENERGY	I-11/27/19 POWER	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	18.78
		I-11/27/19 POWER	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	17.97
		I-11/27/19 POWER	101-4192-428	UTILITIES WELCOME SIGN JCT HWY 385 & CLI	000000	17.87
		I-11/27/19 POWER	101-4192-428	UTILITIES 1 MILLER STREET	000000	21.74
		I-11/27/19 POWER	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	19.46
		I-11/27/19 POWER	101-4192-428	UTILITIES WELCOME SIGN DEADWOOD HILL	000000	26.68
		I-11/27/19 POWER	101-4192-428	UTILITIES SAMPSON STREET PUMP	000000	21.10
		I-11/27/19 POWER	101-4192-428	UTILITIES PRESSURE REG STATION	000000	171.21
		I-11/27/19 POWER	101-4192-428	UTILITIES GAYVILLE PUMP	000000	15.00
		I-11/27/19 POWER	101-4192-428	UTILITIES 1 MCKINLEY ST TRAFFIC LIGHTS	000000	15.00

PACKET: 04872 COMBINED - 12/17/19

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-11/27/19	POWER 101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	181.93
		I-11/27/19	POWER 101-4192-428	UTILITIES 565 MAIN STREET LIGHTS	000000	31.25
		I-11/27/19	POWER 101-4192-428	UTILITIES 135 SHERMAN STREET LIGHTS	000000	61.12
		I-11/27/19	POWER 101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	5,901.20
		I-11/27/19	POWER 101-4192-428	UTILITIES 398 WILLIAMS STREET LIGHTS	000000	30.34
		I-11/27/19	POWER 101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	20.49
		I-11/27/19	POWER 101-4192-428	UTILITIES 610 BROADWAY STREET	000000	114.34
		I-11/27/19	POWER 101-4192-428-07	UTILITIES - F FIRE HALL	000000	599.92
		I-11/27/19	POWER 101-4192-428-07	UTILITIES - F 737 MAIN STREET FIRE HALL	000000	10.52
		I-11/27/19	POWER 101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	36.55
		I-11/27/19	POWER 101-4192-428-19	UTILITIES - G 418 CLIFF STREET GATEWAY	000000	111.47
		I-11/27/19	POWER 101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	58.95
		I-11/27/19	POWER 101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	125.57
		I-11/27/19	POWER 101-4192-428	UTILITIES SPEED SIGN 101 CHARLES STREET	000000	17.62
		I-11/27/19	POWER 101-4192-428	UTILITIES PUMP 119 DENVER AVENUE	000000	950.08
		I-11/27/19	POWER 101-4192-428	UTILITIES TRAFFIC LIGHTS 4 LANE	000000	16.39
		I-11/27/19	POWER 101-4192-428	UTILITIES 509 WILLIAMS STREET LIGHTS	000000	24.27
		I-11/27/19	POWER 101-4192-428	UTILITIES TIMMS LANE POLE BUILDING	000000	92.38
		I-11/27/19	POWER 101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	381.62
		I-11/27/19	POWER 101-4192-428	UTILITIES 105 1/2 SHERMAN ST TRAFFIC LTS	000000	81.37
		I-11/27/19	POWER 101-4192-428	UTILITIES 102 WATER TANK LANE	000000	15.00
		I-11/27/19	POWER 101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	259.63
		I-11/27/19	POWER 101-4192-428	UTILITIES 7 1/2 PECK STREET LIGHTS	000000	36.63
		I-11/27/19	POWER 101-4192-428	UTILITIES WILD BILL STATUE LIGHT	000000	15.00
		I-11/27/19	POWER 101-4192-428	UTILITIES 135 WILLIAMS STREET LIGHTS	000000	29.18
		I-11/27/19	POWER 101-4192-428	UTILITIES 34 LINCOLN AVENUE LIGHTS	000000	35.82
		I-11/27/19	POWER 101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	15.00
		I-11/27/19	POWER 101-4192-428	UTILITIES 368 WILLIAMS STREET LIGHTS	000000	21.18
		I-11/27/19	POWER 101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN ST	000000	682.90
		I-11/27/19	POWER 101-4192-428	UTILITIES 65 SHERMAN STREET	000000	1,475.83
		I-11/27/19	POWER 101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	82.05
		I-11/27/19	POWER 101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	17.75
		I-11/27/19	POWER 101-4192-428-03	UTILITIES - B CONSESSION STAND 16 CRESCENT	000000	224.50
		I-11/27/19	POWER 101-4192-428	UTILITIES PRV 180 CLIFF STREET	000000	142.37
		I-11/27/19	POWER 101-4192-428-17	UTILITIES - D DAYS OF '76 MUSEUM 40 CRESCENT	000000	3,137.48
		I-11/27/19	POWER 101-4192-428	UTILITIES 20 WABASH STREET LIGHTS	000000	26.90
		I-11/27/19	POWER 101-4192-428-04	UTILITIES - C 108 SHERMAN STREET CITY HALL	000000	2,286.67
		I-11/27/19	POWER 101-4192-428	UTILITIES 22 DUDLEY STREET LIGHTS	000000	29.07
		I-11/27/19	POWER 101-4192-428	UTILITIES 9 CEMETERY STREET LIGHTS	000000	18.42
		I-11/27/19	POWER 101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	503.78
		I-11/27/19	POWER 101-4192-428	UTILITIES METHODIST MEMORIAL PARK	000000	27.93
		I-11/27/19	POWER 101-4192-428	UTILITIES CUTTING MINE DEADWOOD GULCH	000000	44.10
		I-11/27/19	POWER 101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	507.27
		I-11/27/19	POWER 101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DRIVE	000000	23.24
		I-11/27/19	POWER 101-4192-428	UTILITIES TICKET BOOTH/BATHROOM	000000	55.38
		I-11/27/19	POWER 101-4192-428	UTILITIES 301 CLIFF STREET	000000	1,203.17
		I-11/27/19	POWER 101-4192-428	UTILITIES PRV STATION 4 DAKOTA STREET	000000	222.97
		I-11/27/19	POWER 101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	276.24

PACKET: 04872 COMBINED - 12/17/19

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-11/27/19 POWER	101-4192-428	UTILITIES 178 SHERMAN STREET LIGHTS	000000	75.99
		I-11/27/19 POWER	101-4192-428-21	UTILITIES - W 501 MAIN STREET WELCOME CENTER	000000	1,051.40
		I-11/27/19 POWER	101-4192-428	UTILITIES 46 FREMONT STREET LIGHTS	000000	45.43
		I-11/27/19 POWER	101-4192-428	UTILITIES 22 WASHINGTON STREET LIGHTS	000000	65.01
		I-11/27/19 POWER	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	357.96
		I-11/27/19 POWER	101-4192-428	UTILITIES 4 MT MORIAH ROAD LIGHTS	000000	32.86
		I-11/27/19 POWER	101-4192-428	UTILITIES MT MORIAH VISITORS CENTER	000000	362.74
		I-11/27/19 POWER	101-4192-428	UTILITIES 5 SIEVER STREET	000000	629.09
		I-11/27/19 POWER	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT STREET	000000	293.14
		I-11/27/19 POWER	101-4192-428-06	UTILITIES - D 15 CRESCENT STREET RODEO	000000	2,190.91
		I-11/27/19 POWER	101-4192-428	UTILITIES 7 1/2 SAMPSON STREET LIGHTS	000000	39.04
		I-11/27/19 POWER	101-4192-428	UTILITIES 62 FOREST AVENUE LIGHTS	000000	33.43
		I-11/27/19 POWER	101-4192-428	UTILITIES REDWOOD TANK	000000	163.32
		I-11/27/19 POWER	101-4192-428	UTILITIES PUMP 50 PLEASANT STREET	000000	42.69
		I-11/27/19 POWER	101-4192-428-12	UTILITIES - P DEADWOOD PAVILION	000000	111.71
		I-11/27/19 POWER	101-4192-428-12	UTILITIES - P 767 MAIN STREET	000000	21.02
		I-11/27/19 POWER	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BLDG	000000	101.60
		I-11/27/19 POWER	101-4192-428	UTILITIES WATER HEAT TAPE	000000	29.65
		I-11/27/19 POWER	101-4192-428	UTILITIES PRESSURE REDUCTION STATION	000000	177.74
		I-11/27/19 POWER	101-4192-428	UTILITIES FLAG 2 MOUNT MARIAH DRIVE	000000	42.94
		I-11/27/19 POWER	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVENUE	000000	668.68
		I-11/27/19 POWER	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.34
		I-11/27/19 POWER	101-4192-428	UTILITIES 8 DAKOTA STREET LIGHTS	000000	21.31
		I-11/27/19 POWER	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	15.00
		I-11/27/19 POWER	101-4192-428	UTILITIES 49 SHERMAN STREET LIGHTS	000000	164.11
		I-11/27/19 POWER	101-4192-428	UTILITIES 17 PLEASANT STREET LIGHTS	000000	29.65
		I-11/27/19 POWER	101-4192-428-24	UTILITIES - O OUTLAW SQUARE	000000	899.48
		I-11/27/19 POWER	101-4192-428	UTILITIES SERVICE CHG 500 1/2 MAIN ST	000000	20.00
01-0436	BLACK HILLS WINDOW CLEA					
		I-83022	101-4192-422-08	PROFESSIONAL- WINDOW CLEANING	000000	108.00
		I-83022	101-4192-422-10	PROFESSIONAL WINDOW CLEANING	000000	420.00
		I-83024	101-4192-422-17	PROFESSIONAL- WINDOW CLEANING - 76 MUSEUM	000000	180.00
01-0547	M&M SANITATION					
		I-41676	101-4192-422-03	PROFESSIONAL TOILET RENTAL - BALLFIELDS	000000	54.19
01-0551	MENARD'S					
		I-43664	101-4192-433-24	IMPROVEMENTS PALLET RACKS	000000	518.98
01-0619	TWILIGHT FIRST AID & SA					
		I-27452	101-4192-426	SUPPLIES FIRST AID CABINET-GLOVE/PB	000000	258.90
01-0682	PITNEY BOWES INC					
		I-121119	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	500.00
01-1333	DEADWOOD ELECTRIC					
		I-22027	101-4192-425-08	REPAIRS - HIS ADD OUTLETS	000000	868.87

PACKET: 04872 COMBINED - 12/17/19

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
01-1370	TEMPERATURE TECHNOLOGY,					
	I-23580	101-4192-425-04	REPAIRS - CIT RECOMMISSION LON CARD/CITY HAL	000000	180.00	
01-1380	WASTE CONNECTIONS, INC.					
	I-12674237	101-4192-426-20	SUPPLIES - RE MISC	000000	0.01	
	I-12674258	101-4192-428-20	UTILITIES - R NOV RECYCLING DUMPSTERS	000000	435.90	
01-1502	BLACK HILLS CHEMICAL					
	I-167350	101-4192-426	SUPPLIES CLOROX, SOAP, SANITIZER	000000	699.60	
	I-167355	101-4192-426	SUPPLIES CLEANER	000000	335.52	
01-1798	CHAINSAW CENTER/DAKOTA					
	I-1376311	101-4192-434-24	MACHINERY/EQU TORO POWER CLEAR 721E	000000	599.95	
01-2177	PITNEY BOWES					
	I-3310179570	101-4192-422-04	PROFESSIONAL QUARTERLY LEASE - OCT-DEC	000000	250.05	
01-2889	ATCO INTERNATIONAL					
	I-I0540961	101-4192-426	SUPPLIES (2) T-N-T/PUB BLDGS	000000	230.00	
01-3151	KONE INC.					
	I-959414402	101-4192-422-17	PROFESSIONAL- NOV ELEVEATOR MAINT/DAYS MUS	000000	160.91	
01-3342	RASMUSSEN MECHANICAL SE					
	I-SRV065914	101-4192-425-07	REPAIRS - FIR REFRIGERANT TO TRTU	000000	323.90	
01-3506	ALSCO					
	I-LCAS1304475	101-4192-422-21	PROFESSIONAL MATS/WELCOME CENTER	000000	47.45	
	I-LCAS1307215	101-4192-422-21	PROFESSIONAL MATS/WELCOME CENTER	000000	49.83	
	I-LCAS1309956	101-4192-422-21	PROFESSIONAL MATS/WELCOME CENTER	000000	49.83	
01-3975	FIRST NATIONAL CREDIT C					
	I-11/25/19 CC KRUZEL	101-4192-426-24	SUPPLIES - OU ALUM MULTI POSITION LADDER/OSQ	000000	205.79	
	I-11/25/19 CC KRUZEL	101-4192-426-24	SUPPLIES - OU ALUM STEPSTOOL/OSQ	000000	183.60	
	I-11/25/19 CC KRUZEL	101-4192-426-24	SUPPLIES - OU ALUM HAND TRUCK DOLLY/OSQ	000000	299.98	
	I-11/25/19 CC KRUZEL	101-4192-425-17	REPAIRS-DAYS BATTERY BATHROOM FAUCET/DAYS M	000000	135.00	
	I-11/25/19 CC KRUZEL	101-4192-426-24	SUPPLIES - OU RETRACT BELT STANCHION/OSQ	000000	450.00	
	I-11/25/19 CC KRUZEL	101-4192-426-08	SUPPLIES - HI GUTTER HOOK CLIPS/HIATORY	000000	23.68	
	I-11/25/19 CC MOHR	101-4192-426-24	SUPPLIES - OU SNOGO SHOVELS/OUTLAW SQUARE	000000	93.13	
	I-112719 CC KUCHENBE	101-4192-426-08	SUPPLIES - HI ICICLE LIGHTS - PB	000000	273.56	
01-3977	ACE HARDWARE OF LEAD					
	I-014931	101-4192-425-24	REPAIRS - OUT SHELF SUPPLIES	000000	48.33	
01-4057	VIEHAUSER ENTERPRISES,					
	I-25710	101-4192-426-24	SUPPLIES - OU CAMERA-COMPUTER SYSTEM/OSQ	000000	10,204.66	
	I-25712	101-4192-434-24	MACHINERY/EQU ALARM LOCK-CARD READERS/OSQ	000000	4,849.78	
	I-25733	101-4192-425-24	REPAIRS - OUT STORE ROOM LOCK/OUTLAW SQUARE	000000	68.98	
	I-25853	101-4192-425-24	REPAIRS - OUT KEY TWIN	000000	28.00	

PACKET: 04872 COMBINED - 12/17/19

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
01-4381	ARMOUR ROOFING & CONSTR	I-157B	101-4192-425-21	REPAIRS - WEL PYMT ROOF REPLACE/WELCOME CENT	000000	8,826.70
DEPARTMENT 192 PUBLIC BUILDINGS TOTAL:						60,462.37
01-0510	GOLDEN WEST TECHNOLOGIE	I-359995	101-4193-422	PROFESSIONAL OFFISTE BKUP,EMAIL SECUR, VIRU	000000	1,314.00
DEPARTMENT 193 COMPUTER SERVICE TOTAL:						1,314.00
01-0467	CULLIGAN OF THE BLACK H	I-0009577	101-4210-424	RENTALS BOTTLED WATER, CUPS	000000	52.25
		I-0009650	101-4210-424	RENTALS COOLER RENTAL DECEMBER	000000	15.00
01-0508	GALLS, LLC	I-014358986	101-4210-426	SUPPLIES UNIFORMS, CASE	000000	352.98
		I-014366959	101-4210-426	SUPPLIES NAMEPLATE	000000	33.70
		I-014382422	101-4210-426	SUPPLIES UNIFORMS	000000	360.75
01-1424	SOUTHSIDE SERVICE	I-051512	101-4210-425	REPAIRS REPAIR, COOLANT BYPASS HOSE	000000	99.50
		I-051537	101-4210-425	REPAIRS SERVICE ENGINE	000000	112.43
		I-051551	101-4210-425	REPAIRS TIRES	000000	720.00
01-1509	JUNEKS SERVICE	I-6025823	101-4210-425	REPAIRS REPAIR AIR CONDIT 17 DODGE DUR	000000	705.66
01-1653	STURDEVANT'S AUTO PARTS	I-32-772534	101-4210-425	REPAIRS WASHER FLUID, ICE WINTER	000000	49.43
		I-32-773190	101-4210-425	REPAIRS WASHER NOZZLE	000000	13.59
		I-32-773893	101-4210-425	REPAIRS STANDARD CA	000000	11.36
01-4299	BALCO UNIFORM CO, INC	I-56283	101-4210-426	SUPPLIES PANTS, HEM TROUSERS	000000	1,304.31
01-4596	ALICE TRAINING INSTITUT	I-E-8929	101-4210-422	PROFESSIONAL CERTIFICATION TRAINING	000000	595.00
DEPARTMENT 210 POLICE TOTAL:						4,425.96
01-0250	GLOVER, SANDY	I-11/27/19	101-4221-427	TRAVEL MEALS/SAFETY CONFERENCE	000000	34.00
01-0547	M&M SANITATION	I-41687	101-4221-422	PROFESSIONAL TOILET RENTAL/FIREWISE	000000	120.00

PACKET: 04872 COMBINED - 12/17/19

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
01-0797	TRI AIR TESTING, INC.	I-131357	101-4221-422	PROFESSIONAL AIR TESTING	000000	205.66
01-1171	A & B BUSINESS SOLUTION	I-IN647489	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE	000000	57.29
01-1653	STURDEVANT'S AUTO PARTS	I-32-773557	101-4221-425	REPAIRS 1.5 AMP ON BOARD	000000	44.43
01-2473	SD DEPT. OF CORRECTIONS	I-C18D0251	101-4221-422	PROFESSIONAL FIRE SUPPRESSION/FIREWISE	000000	5,297.27
		I-C18D0263	101-4221-422	PROFESSIONAL FIRE SUPPRESSION/FIREWISE	000000	540.60
01-2594	DEADWOOD FIRE DEPARTMEN	I-511351	101-4221-434	MACHINERY/EQU HOSE ASSEMBLY, SHELTER	000000	3,473.32
01-3056	NORTHERN HILLS TECHNOLO	I-9663909	101-4221-422	PROFESSIONAL SERVICE 1 YR, BACKUP, RENEWAL	000000	266.50
01-3531	RAKOW, JASON	I-121619	101-4221-422	PROFESSIONAL COMMISSION MTGS JULY-DEC	000000	300.00
01-3825	ALLEGIANTE EMERGENCY SER	I-190123	101-4221-434	MACHINERY/EQU 5 CARBON FIBER CYLINDERS	000000	4,297.50
01-4595	SPARTAN MOTORS USA, INC	I-IN00795341	101-4221-425	REPAIRS FENDER	000000	389.28
			DEPARTMENT 221	FIRE DEPARTMENT ADMINISTR	TOTAL:	15,025.85
01-0315	BLACK HILLS DISPOSAL IN	I-24535	101-4310-422	PROFESSIONAL ROLL OFF RUBBLE	000000	1,100.00
01-0418	BLACK HILLS PIONEER	I-11302019	101-4310-426	SUPPLIES SNOW/CAR REMOVAL	000000	216.00
01-0467	CULLIGAN OF THE BLACK H	I-0009472	101-4310-426	SUPPLIES (3) 5 GAL BOTTLE WATER/STREETS	000000	19.50
		I-0009578	101-4310-426	SUPPLIES (2) 5 GAL BOTTLE WATER/STREETS	000000	13.00
01-0561	SD ONE CALL	I-SD19-3322	101-4310-422	PROFESSIONAL MESSAGE FEES FOR NOVEMBER	000000	15.68
01-0575	SOUTHSIDE OIL	I-094166	101-4310-426	SUPPLIES PWR TRAIN 30W-10 PWR DRIVE/STR	000000	1,527.35
01-0780	NEBRASKA SALT & GRAIN C	I-54708	101-4310-426	SUPPLIES ICE SLICER GRANULAR BAGS	000000	470.00

PACKET: 04872 COMBINED - 12/17/19

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
01-1288	ACE INDUSTRIAL SUPPLY,	I-1846571	101-4310-426	SUPPLIES JIGSAW BL WOOD-METAL-TWLS/STR	000000	1,177.30
01-1333	DEADWOOD ELECTRIC	I-22011	101-4310-425	REPAIRS REPLACE-REPULL WIRE/STREETS	000000	223.20
		I-22012	101-4310-425	REPAIRS CHG STR LIGHTS TO ONE CONT/STR	000000	917.35
01-1374	BUTLER MACHINERY COMPAN	I-06W00174579	101-4310-425	REPAIRS REPAIRS CAT140-13A	000000	1,027.62
		I-06W00174446	101-4310-425	REPAIRS REPLACE TORQUE CONVERTER/STRTS	000000	829.21
01-1424	SOUTHSIDE SERVICE	I-051595	101-4310-425	REPAIRS OIL-OIL FILTER-WASHER FLUID/ST	000000	87.50
01-1515	RAPID DELIVERY	I-398610	101-4310-426	SUPPLIES DELIVERY FROM BUTLER/STREETS	000000	14.38
01-1653	STURDEVANT'S AUTO PARTS	I-32-772892	101-4310-426	SUPPLIES AIR-FUEL-OIL FILTERS/STREETS	000000	108.65
		I-32-772907	101-4310-425	REPAIRS WIX FUEL-WATER SFP/STREETS	000000	29.57
		I-32-773023	101-4310-426	SUPPLIES WIX AIR FILTER/STREETS	000000	70.42
		I-32-773313	101-4310-426	SUPPLIES STARTER SOLENOID/STREETS	000000	40.15
		I-32-773403	101-4310-426	SUPPLIES WIX FUEL-WATER SEP/STREETS	000000	40.70
		I-32-773674	101-4310-426	SUPPLIES HYDRAULIC-TRANSMISSION/STRTS	000000	75.26
		I-32-773675	101-4310-425	REPAIRS 1/2 IN TEARDROP-IMPACT/STREETS	000000	39.67
		I-32-773714	101-4310-426	SUPPLIES HYDRAULIC-TRANSMISSION/STRTS	000000	241.48
		I-32-773716	101-4310-426	SUPPLIES (5) FLOOR DRY/STREETS	000000	44.95
		I-32-773744	101-4310-425	REPAIRS UNIBIT-STEP DRILL/STREETS	000000	78.25
01-1694	GRIMM'S PUMP & INDUSTRI	I-24665	101-4310-426	SUPPLIES HOSE CURB, NOZZLE	000000	195.42
01-1785	KIMBALL MIDWEST	I-7415167	101-4310-426	SUPPLIES CAPLUG, TUBING, COUPLER	000000	214.67
01-3975	FIRST NATIONAL CREDIT C	I-11/25/19 CC TRIDLE	101-4310-426	SUPPLIES PENS-LINED POST-ITS/STREETS	000000	21.37
		I-11/25/19 CC TRIDLE	101-4310-426	SUPPLIES WALL CALENDAR/STREETS	000000	14.55
01-4580	LED LIGHTING SOLUTIONS	I-IVC13833	101-4310-426	SUPPLIES 5 MPH SP LIMIT SIGN-CONTROL/ST	000000	918.06
01-4598	ROCK RIDGE TRUCKING	I-6	101-4310-422	PROFESSIONAL 22 HRS SNOW HAULING	000000	2,090.00

DEPARTMENT 310 STREETS

TOTAL:

11,861.26

01-3956 ADAMS SALVAGE RECYCLING

PACKET: 04872 COMBINED - 12/17/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 320 SANITATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3956	ADAMS SALVAGE RECYCLING	continued				
		I-120519	101-4320-422	PROFESSIONAL INSURANCE PYMT REIM	000000	3,657.80
			DEPARTMENT 320	SANITATION	TOTAL:	3,657.80
01-0547	M&M SANITATION					
		I-41548	101-4370-422	PROFESSIONAL TOILET RENTAL - OAK RIDGE CEME	000000	110.00
01-4566	ALL ASPECTS INC.LAND SU					
		I-2019-134-1	101-4370-422	PROFESSIONAL (2) MARK-STAKE CEMETERY LOTS/O	000000	350.00
			DEPARTMENT 370	OAKRIDGE CEMETERY	TOTAL:	460.00
01-0467	CULLIGAN OF THE BLACK H					
		I-0009579	101-4520-426	SUPPLIES (4) 5 GAL WATER BOTTLE/PARKS	000000	26.00
		I-0009649	101-4520-426	SUPPLIES DECEMBER COOLER RENTAL/PARKS	000000	15.00
01-0782	JACOBS PRECISION WELDIN					
		I-26447	101-4520-426	SUPPLIES 6" FLAT BAR - 2 @ 10'/PARKS	000000	50.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-773104	101-4520-426	SUPPLIES (2) WIX OIL FILTERS/PARKS	000000	11.38
		I-32-773247	101-4520-425	REPAIRS (2) WIX OIL FILTERS/PARKS	000000	12.02
01-3346	REGIONAL HEALTH					
		I-700000832122019	101-4520-422	PROFESSIONAL TESTING	000000	214.00
01-3785	TALLGRASS LANDSCAPE ARC					
		I-2019-125	101-4520-433-05	CIP WHITEWOOD WHITEWOOD CREEK PHAST 4	000000	7,057.25
			DEPARTMENT 520	PARKS	TOTAL:	7,385.65
01-3314	CENTURY BUSINESS PRODUC					
		I-498081	101-4640-428	UTILITIES HP/PZ CONTRACT 11/9/19-12/8/19	000000	159.45
			DEPARTMENT 640	PLANNING AND ZONING	TOTAL:	159.45
			FUND	101 GENERAL FUND	TOTAL:	200,837.77

PACKET: 04872 COMBINED - 12/17/19

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
01-1562	MIDWEST TAPE					
		I-98237655	206-4550-434	BOOKS, MAPS A DVDS	000000	49.99
		I-98238976	206-4550-434	BOOKS, MAPS A DVDS	000000	74.47
		I-98264587	206-4550-434	BOOKS, MAPS A DVDS	000000	45.73
		I-98292843	206-4550-434	BOOKS, MAPS A DVDS	000000	21.74
01-1911	EMERY-PRATT COMPANY					
		I-630817	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	104.36
01-1930	CHANEY-MOODIE, JEANETTE					
		I-121619	206-4550-435	FURNITURE REIMBURSEMENT - X-MAS TREE	000000	119.00
01-3346	REGIONAL HEALTH					
		I-700000832122019	206-4550-422	PROFESSIONAL TESTING	000000	35.00
DEPARTMENT 550 LIBRARY					TOTAL:	450.29
FUND 206 LIBRARY FUND					TOTAL:	450.29

PACKET: 04872 COMBINED - 12/17/19

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
01-4603	HANDLEY RECREATION CENT					
		I-121019	209-3510-460	REC CNTR COLL DUAL ENROLLMENT	000000	56.34
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 56.34
01-0418	BLACK HILLS PIONEER					
		I-113019	209-4510-423	PUBLISHING COMM PAGES SPONSOR	000000	12.50
01-2645	HAWKINS INC					
		I-4583024	209-4510-426	SUPPLIES AZONE BULK/REC CENTER	000000	1,002.10
		I-4617150	209-4510-426	SUPPLIES DELDRUM-ACID-AZONE-BLEACH/REC	000000	1,360.15
		I-4623677	209-4510-426	SUPPLIES ADJ PUMP-ADAPTER-DUCKBILL/REC	000000	506.98
01-2889	ATCO INTERNATIONAL					
		I-10541443	209-4510-426	SUPPLIES SANTASTIC, SS MAGIC	000000	461.00
01-3151	KONE INC.					
		I-959414401	209-4510-422	PROFESSIONAL NOV ELEVATOR MAINT/REC CENTER	000000	154.71
01-3482	ZOGICS					
		I-119857	209-4510-426	SUPPLIES WELLNESS WIPES-GYM CLEANING/RE	000000	1,247.40
01-3618	KDSJ 980 AM RADIO					
		I-19-11-028	209-4510-423	PUBLISHING (42) 30 SEC SPOTS VOLLEYBALL	000000	220.00
01-3648	NETWORK SERVICES COMPAN					
		I-6365281	209-4510-426	SUPPLIES HARDWND TOWEL-HAND SANITIZER/R	000000	131.92
		I-6365282	209-4510-426	SUPPLIES HARDWOUND TOWEL/REC CENTER	000000	98.68
		I-6435380	209-4510-426	SUPPLIES TOWELS/TISSUE	000000	106.94
		I-6455390	209-4510-426	SUPPLIES TISSUE, SHAMPOO	000000	180.43
01-3937	GLOBAL EQUIPMENT COMPAN					
		I-115265679	209-4510-426	SUPPLIES 8' TABLES	000000	248.44
01-3975	FIRST NATIONAL CREDIT C					
		I-11/25/19 CC TRIDLE	209-4510-426	SUPPLIES BADG HOLDRS-CABLE TIES-PPR/REC	000000	201.71
		I-11/25/19 CC TRIDLE	209-4510-426	SUPPLIES INDEX CARDS/REC CENTER	000000	13.83
		I-11/25/19 CC TRIDLE	209-4510-426	SUPPLIES WALL CALENDAR/REC CENTER	000000	16.33
		I-11/25/19 CC TRIDLE	209-4510-426	SUPPLIES CALENDAR-DESK PAD/REC CENTER	000000	23.66
		I-11/25/19 CC TRIDLE	209-4510-426	SUPPLIES COFFEE/REC CENTER	000000	16.50
		I-11/25/19 CC TRIDLE	209-4510-426	SUPPLIES NON SLIP DARINAGE MATTING/REC	000000	860.00
01-4261	IDENTISYS					
		I-467911	209-4510-426	SUPPLIES ISO CARDS	000000	600.00
01-4594	LOKEN, OREN & MICHELE					
		I-12/04/19 REFUND	209-4510-429	OTHER BASKETBALL PROGRAM FEE/REC	000000	15.00
				DEPARTMENT 510	REC CENTER	TOTAL: 7,478.28
				FUND	209 BED & BOOZE FUND	TOTAL: 7,534.62

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PACKET: 04872 COMBINED - 12/17/19

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
01-3785	TALLGRASS LANDSCAPE ARC					
		I-2019-127	212-4630-423	MARKETING	CONST. DOCU. WHITEWOOD CREEK	000000
						6,689.00
				DEPARTMENT 630	BID 8	TOTAL:
						6,689.00
				FUND	212	BID #8 (Business Improve)TOTAL:
						6,689.00

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PACKET: 04872 COMBINED - 12/17/19

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-121119	213-4630-423	MARKETING	BILL LIST 12/10/2019	000000
						7,239.00
			DEPARTMENT 630	BID	TOTAL:	7,239.00
			FUND	213	BID #1-6 (Business Imprv)	TOTAL: 7,239.00

PACKET: 04872 COMBINED - 12/17/19

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
01-0585	SD DEPT. OF REVENUE					
		I-NOV-121319	215-3000-699	MISC REVENUE SD DEPT. OF REVENUE	000000	1.30
01-1402	SD DEPT. OF TRANSPORTAT					
		I-S00109217	215-2020	ACCOUNTS PAYA HP ACCOUNTS PAYABLE	000000	266,000.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 266,001.30
01-1827	MS MAIL & MARKETING					
		I-11199	215-4572-235	VISITOR MGMT 2020 CALENDER - PRINT & MAIL	000000	2,499.98
01-3323	THE GLASS SHOP					
		I-23882	215-4572-235	VISITOR MGMT HIST & INFO CTR EXHIBIT GLASS	000000	912.24
01-3558	DEADWOOD HISTORY, INC.					
		I-121019	215-4572-235	VISITOR MGMT PUBLIC EDUCATION	000000	4,275.00
01-3815	SOUTH DAKOTA REAL ESTAT					
		I-121119	215-4572-235	VISITOR MGMT 2020 REALTORS SEMINAR	000000	75.00
01-3975	FIRST NATIONAL CREDIT C					
		I-112719 CC KUCHENBE	215-4572-235	VISITOR MGMT ACRYLIC BAR 3/4"X6' - ARCHIVE	000000	58.54
01-4007	SPLIT ROCK STUDIOS					
		I-4330	215-4572-235	VISITOR MGMT HISTORY & INFO CENTER PROJECT	000000	25,593.60
				DEPARTMENT 572	HP VISITOR MGMT AND INFO	TOTAL: 33,414.36
01-0742	OFFICE DEPOT					
		I-412021891-001	215-4573-335	HIST. INTERP. 2 COMPUTER MOUSE - ARCHIVES	000000	22.56
01-1495	GAYLORD BROS.					
		I-2633944	215-4573-335	HIST. INTERP. ARCHIVE SUPPLIES	000000	176.01
		I-2634851	215-4573-335	HIST. INTERP. INFO CTR EXHIBIT SUPPLIES-ARCH	000000	360.00
01-1890	ADAMS MUSEUM & HOUSE, I					
		I-121119	215-4573-310	HIST. INTERP. ADAMS HOUSE GENERAL OPERATING	000000	123,000.00
01-2014	TOMS, DON					
		I-LEDGER PROJ 1219	215-4573-335	HIST. INTERP. LC TAX RECORDS BK 8 OF 19	000000	600.00
01-3975	FIRST NATIONAL CREDIT C					
		I-112719 CC KUCHENBE	215-4573-325	HIST. INTERP. NEWSPAPERS.COM RENEWAL	000000	139.90
		I-112719 CC KUCHENBE	215-4573-335	HIST. INTERP. IPAD CASE	000000	138.40
		I-112719 CC KUCHENBE	215-4573-335	HIST. INTERP. HEAT SHRINK TUBING - ARCHIVES	000000	26.46
		I-112719 CC KUCHENBE	215-4573-335	HIST. INTERP. MAGNETS - ARCHIVES	000000	9.33
				DEPARTMENT 573	HP HISTORIC INTERPRETATIO	TOTAL: 124,472.66

PACKET: 04872 COMBINED - 12/17/19

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 575 HP DEADWOOD GRANT AND LOA

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0042	ST. JOHN'S EPISCOPAL CH	I-121119	215-4575-510	GRANT/LOAN NO 2019 NOT FOR PROFIT GRANT	000000	5,000.00
01-0776	ALBERTSON ENGINEERING,	I-13964	215-4575-515	GRANT/LOAN RE RETAINING WALL - 291 WILLIAMS	000000	507.50
		I-13965	215-4575-515	GRANT/LOAN RE RETAINING WALL - 336 WILLIAMS	000000	435.00
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA TOTAL:						5,942.50
01-0510	GOLDEN WEST TECHNOLOGIE	I-359995	215-4576-600	PROFES. SERV. OFFSITE BACKUP - HP	000000	215.00
01-0551	MENARD'S	I-43043	215-4576-630	PROFES. SERV. OUTLAW SQUARE CHRISTMAS LIGHTS	000000	1,011.66
01-0578	TWIN CITY HARDWARE & LU	I-1912-052532	215-4576-630	PROFES. SERV. OUTLAW SQUARE DECORATIONS	000000	58.31
		I-1912-053206	215-4576-630	PROFES. SERV. EXT CORDS/OUTLET STRIPS - HP	000000	57.92
		I-1912-053209	215-4576-630	PROFES. SERV. HEAVY OPEN S CLIPS- HP	000000	2.99
		I-1912-053210	215-4576-630	PROFES. SERV. HEAVY OPEN S HOOKS - HP	000000	23.92
01-1827	MS MAIL & MARKETING	I-11199	215-4576-630	PROFES. SERV. 2020 CALENDER - PRINT & MAIL	000000	350.00
01-2394	GUNDERSON, PALMER, NELS	I-97429	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	1,590.00
01-4269	BRUNSON, RONDA	I-120619	215-4576-630	PROFES. SERV. BLOCK CLUB REIMBURSE-CHRISTMAS	000000	194.60
01-4513	WILLIAMS, ANTHONY	I-120919	215-4576-630	PROFES. SERV. BC REIMBURSEMENT-CHRISTMAS	000000	59.47
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						3,563.87
01-0578	TWIN CITY HARDWARE & LU	I-1912-052052	215-4577-775	CAPITAL ASSET TWIST MASON LINE/DUCT TAPE-HP	000000	21.98
		I-1912-052666	215-4577-775	CAPITAL ASSET WHT VINYL CUP HOOKS - HP	000000	12.99
01-0782	JACOBS PRECISION WELDIN	I-26467	215-4577-775	CAPITAL ASSET FAB SIGN HANGERS & PAINT - HP	000000	246.68
		I-26471	215-4577-775	CAPITAL ASSET PUMP REPAIR - HP	000000	241.45
		I-26472	215-4577-775	CAPITAL ASSET TREE GRATE REPAIR - HP	000000	100.00
01-1402	SD DEPT. OF TRANSPORTAT	I-S00109217	215-4577-810	CAPITAL ASSET HP EXPENDITURES	000000	262,552.15

PACKET: 04872 COMBINED - 12/17/19

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
01-1788	BLACK HILLS TENT & AWNI					
		I-2645	215-4577-775	CAPITAL ASSET GAZEBO - OUTLAW SQUARE	000000	8,953.74
01-3552	COMPETITIVE MASONRY					
		I-781073	215-4577-755	CAPITAL ASSET RETAINING WALL - 25 MCKINLEY	000000	2,000.00
01-3975	FIRST NATIONAL CREDIT C					
		I-112719 CC KUCHENBE	215-4577-775	CAPITAL ASSET ROUGH SAWN RED CEDAR LUMBER	000000	219.34
		I-112719 CC KUCHENBE	215-4577-775	CAPITAL ASSET ALL THREAD & NUTS	000000	195.14
01-4599	KEYSTONE RIDGE DESIGNS					
		I-0000021878	215-4577-775	CAPITAL ASSET ASH URNS & TOWER - HP	000000	1,473.00
01-4600	HIGHT, SHAWN					
		I-250	215-4577-775-03	CIP-WAYFINDIN 6 ALUM SIGN BRACKETS - HP	000000	1,250.00

DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL: 277,266.47

01-0742	OFFICE DEPOT					
		I-412021790-001	215-4641-426	SUPPLIES OFFICE SUPPLIES - HP	000000	15.10
		I-412021892-001	215-4641-426	SUPPLIES OFFICE SUPPLIES - HP	000000	13.49
		I-414539249-001	215-4641-426	SUPPLIES OFFICES SUPPLIES - HP	000000	354.15
01-1437	SD DEPT. OF TOURISM					
		I-120519	215-4641-427	TRAVEL REGISTRATION - JILL WEBER	000000	235.00
		I-120519	215-4641-427	TRAVEL REGISTRATION - TODD WEBER	000000	235.00
		I-120519	215-4641-427	TRAVEL REGISTRATION - TRAVIS PEARSON	000000	235.00
		I-120519	215-4641-427	TRAVEL REGISTRATION - TY SANFORD	000000	235.00
		I-120519	215-4641-427	TRAVEL REGISTRATION - ANDY MOSHER	000000	235.00
		I-121119	215-4641-427	TRAVEL MAYOR RUTH	000000	235.00
		I-121119	215-4641-427	TRAVEL JESSICA MCKEOWN	000000	235.00
		I-121119	215-4641-427	TRAVEL MIKE JOHNSON	000000	235.00
		I-121119	215-4641-427	TRAVEL DALE BERG	000000	235.00
		I-121119	215-4641-427	TRAVEL ROBIN CARMODY	000000	235.00
		I-121119	215-4641-427	TRAVEL JERAMY RUSSELL	000000	235.00
01-1827	MS MAIL & MARKETING					
		I-11179HP	215-4641-423	PUBLISHING DECEMBER NEWSLETTER	000000	641.33
		I-11199A	215-4641-423	PUBLISHING 2020 CALENDAR BULK MAIL PREP	000000	150.00
01-2205	KUCHENBECKER, KEVIN					
		I-121119	215-4641-427	TRAVEL TRVL-MITCHELL STAGECOACH REP	000000	40.00
01-3223	QUICK TROPHY, LLC					
		I-101754	215-4641-426	SUPPLIES STORAGE RM 1 & 2 NAME PLATES	000000	26.96
01-3373	AMAZON WEB SERVICES					
		I-343657269	215-4641-428	UTILITIES WEB SERVICE 11/1/19 - 11/30/19	000000	666.41

PACKET: 04872 COMBINED - 12/17/19

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
01-1191	UMENTHUM, KEITH	I-478979	216-1310	DUE FROM OTHE 770 MAIN DRAGON BELLY LLC	000000	1,441.14
01-4004	VISIONS HOME IMPROVEMEN	I-112419-2	216-1310	DUE FROM OTHE 110 MCGOVERN HILL KIRKPATRICK	000000	9,588.20
01-4068	RAPID EXTERIORS	I-228238651019	216-1310	DUE FROM OTHE 41 TAYLOR JOHNSON	000000	742.16
01-4086	TWIN CITY HARDWARE - GR	I-1908-038110	216-1310	DUE FROM OTHE 78 WILLIAMS JOHNSON	000000	21.72
		I-1911-05160	216-1310	DUE FROM OTHE 78 WILLIAMS JOHNSON	000000	38.97
		I-1912-052339	216-1310	DUE FROM OTHE 78 WILLIAMS JOHNSON	000000	71.96
01-4332	WINSELL CONSTRUCTION	I-65-2	216-1310	DUE FROM OTHE 78 WILLIAMS JOHNSON	000000	22,000.00
01-4416	ANCESTOR CONCRETE & MAS	I-102819	216-1310	DUE FROM OTHE 45 BURNHAM BUSSIERS	000000	3,570.00
01-4604	TRUAX, CHAD	I-111419	216-1310	DUE FROM OTHE 41 TAYLOR JOHNSON	000000	300.00
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	37,774.15
01-1148	KNECHT HOME CENTER, INC	I-4128757	216-4653-962-04	SIDING GRANT SIDING 110 MCGOVERN HILL KIRK	000000	4,714.42
01-1496	LAWRENCE CO. REGISTER O	I-110619	216-4653-960	CLOSING CO RECORD FEE T. JOHNSON	000000	60.00
		I-112619	216-4653-960	CLOSING CO RECORD FEE SJOMELING	000000	30.00
		I-112719	216-4653-960	CLOSING CO RECORD FEE BUSSIERS	000000	60.00
		I-112719-2	216-4653-960	CLOSING CO RECORDING FEE WEBER	000000	60.00
		I-120419	216-4653-960	CLOSING CO RECORD MORTAGA NUGGET SALOON	000000	60.00
01-2849	DAKOTA LUMBER CO	I-1912-113728	216-4653-962-03	WINDOWS GRANT WINDOWS 5 BURLINGTON SMITH	000000	1,200.00
		I-1912-113734	216-4653-962-03	WINDOWS GRANT WINDOWS 23 1/2 MCKINLEY WESTEN	000000	9,412.76
01-3552	COMPETITIVE MASONRY	I-781072	216-4653-962-08	FOUNDATION GR FOUNDATION 23 1/2 MCKINLEY WES	000000	10,000.00
01-4004	VISIONS HOME IMPROVEMEN	I-112419	216-4653-962-08	FOUNDATION GR FOUNDATION/DOORS 110 MCGOVERN	000000	10,000.00
		I-112419	216-4653-962-04	SIDING GRANT FOUNDATION/DOORS 110 MCGOVERN	000000	842.78
01-4332	WINSELL CONSTRUCTION	I-65	216-4653-962-03	WINDOWS GRANT WINDOWS/SIDING 78 WILLIAMS	000000	2,700.00

PACKET: 04872 COMBINED - 12/17/19

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: 653 REVOLVING LOAN

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4332	WINSELL CONSTRUCTION	continued				
		I-65	216-4653-962-04	SIDING GRANT WINDOWS/SIDING 78 WILLIAMS	000000	6,300.00
01-4358	MAAG, AARON					
		I-120219	216-4653-962-03	WINDOWS GRANT WINDOWS 26 WATER BAUDHUIN	000000	2,080.34
01-4437	FASNACHT, GLENN					
		I-120919	216-4653-962-03	WINDOWS GRANT WINDOWS 74 VAN BUREN FASNACHT	000000	105.87
		I-120919-2	216-4653-962-04	SIDING GRANT SIDING 74 VAN BUREN FASNACHT	000000	1,077.67
01-4438	DAKOTA TITLE					
		I-OE-0674919	216-4653-960	CLOSING CO O&E WEBER	000000	120.00
		I-OE90773-19	216-4653-960	CLOSING CO O&E JOHNSON	000000	120.00
01-4490	NICKLES, KACIE					
		I-38	216-4653-962-03	WINDOWS GRANT WINDOWS 10 VANBUREN SANTOCHI	000000	6,706.00
01-4572	WESTENDORF, RANDY					
		I-600070	216-4653-962-01	SPECIAL NEEDS ELDERLY/WINDOWS 23 1/2 MCKINLE	000000	2,104.53
		I-600070	216-4653-962-03	WINDOWS GRANT ELDERLY/WINDOWS 23 1/2 MCKINLE	000000	800.00
01-4602	SMITH, JAY					
		I-26228	216-4653-962-03	WINDOWS GRANT WINDOWS 5 BURLINGTON SMITH	000000	1,200.00
DEPARTMENT 653 REVOLVING LOAN					TOTAL:	59,754.37
FUND 216 REVOLVING LOAN					TOTAL:	97,528.52

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PACKET: 04872 COMBINED - 12/17/19

VENDOR SET: 01

FUND : 517 OUTLAW SQUARE FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2824	WINTER & COMPANY					
		I-22689	517-3000-340	STATE GRANTS MAIN ST. MASTER PLAN PHASE 2&3	000000	3,872.50
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	3,872.50
01-2625	SCULL CONSTRUCTION					
		I-12112019 - APP#11	517-4520-422	PROFESSIONAL PAY APP #11 - OUTLAW SQUARE	000000	465,733.65
			DEPARTMENT 520	PARKS	TOTAL:	465,733.65
			FUND	517 OUTLAW SQUARE FUND	TOTAL:	469,606.15

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PACKET: 04872 COMBINED - 12/17/19

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
01-0539	LEAD-DEADWOOD SANITARY					
		I-11/30/19 NOV EQR	602-4330-422	PROFESSIONAL NOVEMBER EQR/WATER	000000	26,521.51
01-1467	SD ASSN. OF RURAL WATER					
		I-12470	602-4330-422	PROFESSIONAL ANNUAL DUES CL B MEMBER/WTR	000000	575.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-772561	602-4330-426	SUPPLIES ANTIFREEZE/WATER	000000	19.38
01-1827	MS MAIL & MARKETING					
		I-11179	602-4330-426	SUPPLIES UTIL. BILLS MAILING NOV	000000	298.44
01-3975	FIRST NATIONAL CREDIT C					
		I-112719 CC KUCHENBE	602-4330-426	SUPPLIES LANYARDS	000000	97.62
DEPARTMENT 330 WATER					TOTAL:	27,511.95
FUND 602 WATER FUND					TOTAL:	27,511.95

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PACKET: 04872 COMBINED - 12/17/19

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-11/30/19 CONSUMP	603-4325-429	OTHER EXPENSE DEC CONSUMPTION/SEWER	000000	676.59
				DEPARTMENT 325 SEWER	TOTAL:	676.59
			FUND	603 SEWER FUND	TOTAL:	676.59

PACKET: 04872 COMBINED - 12/17/19

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
01-1402	SD DEPT. OF TRANSPORTAT	I-S00109217	610-4360-433	IMPROVEMENTS P&T EXPENDITURES	000000	17,087.00
01-3060	QUIK SIGNS	I-28690	610-4360-426	SUPPLIES DECALS FOR METER DONATIONS	000000	190.66
01-3156	BRANDON INDUSTRIES INC.	I-153925	610-4360-426	SUPPLIES MISC. POLES, BASE, SIGN TRIM	000000	2,497.00
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						19,774.66
01-0545	LYNN'S DAKOTA MART	I-0045-120519	610-4361-426	SUPPLIES COFFEE	000000	46.49
01-1503	BLACK HILLS SPECIAL SER	I-113019	610-4361-422	PROFESSIONAL TROLLEY CLEANING NOV	000000	1,435.00
01-1626	SERVALL UNIFORM AND LIN	I-0274881	610-4361-422	PROFESSIONAL TOWELS, LAUNDRY BAG,	000000	128.34
01-1653	STURDEVANT'S AUTO PARTS	I-32-772377	610-4361-426	SUPPLIES HEATER	000000	19.96
		I-32-772895	610-4361-426	SUPPLIES WORK LIGHT, TORCH	000000	110.87
		I-32-773267	610-4361-426	SUPPLIES BRAKE PAD SET	000000	63.12
01-3654	SPEARFISH AUTO SUPPLY	C-128451	610-4361-426	SUPPLIES DISC BRAKE PAD	000000	96.49-
		I-140167	610-4361-426	SUPPLIES OIL FILTER, SENTRY LAMP	000000	373.52
		I-228336	610-4361-426	SUPPLIES DISC PAD, BRAKE ROTOR	000000	2,061.20
01-3970	A & I DISTRIBUTORS	I-3397413	610-4361-426	SUPPLIES 55 GAL MOTOCRAFT DRUM	000000	525.91
01-4597	BLOTZ, RONALD	I-16541	610-4361-422	PROFESSIONAL CDL TESTING REIMBURSEMENT	000000	95.85
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						4,763.77
01-0429	BLACK HILLS ENERGY	I-11/27/19 POWER	610-4362-428	UTILITIES BROADWAY PARKING RAMP	000000	784.86
01-0510	GOLDEN WEST TECHNOLOGIE	I-359995	610-4362-422	PROFESSIONAL MANAGED FIREWALL - PKNG RAMP	000000	52.50
01-3151	KONE INC.	I-959414401	610-4362-422	PROFESSIONAL NOV ELEVATOR MAINT/PARKING RAM	000000	154.72
DEPARTMENT 362 BROADWAY GARAGE TOTAL:						992.08
FUND 610 PARKING/TRANSPORTATION TOTAL:						25,530.51

PACKET: 04872 COMBINED - 12/17/19

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
01-0585	SD DEPT. OF REVENUE					
		I-NOV-121319	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000	2,417.25
01-4603	HANDLEY RECREATION CENT					
		I-121019	722-2190	AMOUNTS HELD DUAL ENROLLMENT	000000	3.66
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	2,420.91
			FUND	722 SALES TAX AGENCY	TOTAL:	2,420.91

PACKET: 04872 COMBINED - 12/17/19

VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGENCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING					
		I-121619	723-4000-429	OTHER CITY SLOTS - PYMT 6, YR 2	000000	29,829.55
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	29,829.55
			FUND	723 NICKEL SLOT PAYMENT AGENCY	TOTAL:	29,829.55
					REPORT GRAND TOTAL:	1,593,467.76

BROADWAY PARKING STRUCTURE LEASE AGREEMENT

This Lease Agreement is made and entered into by and between the CITY OF DEADWOOD, a governmental subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota, hereinafter referred to as "CITY" and NMD Venture, LLC, with a record address of 681 Main, Deadwood, SD 57732, hereinafter referred to as "NMD".

CITY and NMD agree that NMD shall rent a total of twelve (12) spaces for the parking of motor vehicles, excluding buses and other large tourist conveyance vehicles in the Broadway Parking Structure for various time frames, as forth within the following terms and conditions:

I.

The term of this lease shall be twelve (12) months. Commencing January 1, 2020, through December 31, 2020. The parties acknowledge and agree NMD, its employees, representatives may use the parking spaces twenty-four hours per day, seven (7) days per week. The twelve (12) spaces leased pursuant to this agreement may not be utilized by NMD customers and are not to be used as an alternative for validations for customers.

II.

In accordance with the rates established by CITY for the Broadway Parking Structure, NMD agrees to pay to CITY as rent the sum of One Hundred Dollars (\$100.00) for each parking space, plus six and ½ percent (6.5%) sales tax, for a total of One Thousand Two Hundred and Seventy-eight Dollars (\$1278.00) per month. The rental amount set forth in this paragraph shall be due and payable on or before the 1st day of January 2017, and on the first day of each month following through December, 2017.

The parties acknowledge that the rent to be paid for this lease is a rental amount for a twelve (12) month period, and that NMD is obligating itself to pay these parking fees per space per month for the twelve (12) months without regard to whether or not NMD uses said space or spaces. However, the parties acknowledge that this lease may be terminated early pursuant to paragraph VI, below.

All rent shall be paid and received by the City Finance Officer on the due date or lessee shall be assessed a late charge of ten percent (10%) of the unpaid and outstanding rent. If the rent payment is more than ten (10) days overdue, CITY may, at its option, deem this agreement void and take any necessary action to re-rent the spaces or spaces without notice to renter. In addition, if the rent payment is more than ten (10) days overdue, CITY shall cause access cards to be turned off so that NMD shall not have access to the parking spaces referenced above, until such time as the account is made current. NMD agrees it is entitled to no further notice under this section.

III.

NMD, in addition to these rented spaces, validates parking of customers in the Broadway Parking Structure via City validation machine #6. Such validations are submitted to CITY and CITY invoices such to GDL by the 10th of every month. Should these invoices not be paid in full by the end of the same month invoiced by CITY, CITY shall not honor such validations in the following month until such time as the account is made current. GDL agrees it is entitled to no further notice under this section.

IV.

NMD and CITY agree that NMD shall not be assigned specific spaces by CITY in the Broadway Parking Structure, other than the handicapped spaces assigned at this time, pursuant to this agreement, but that such spaces will be available at all times described above for use by NMD. NMD agrees to abide by all rules and regulations established by CITY for the Broadway Parking Structure. This lease shall not be assigned, sublet, or transferred to any other party, without the written consent of CITY.

V.

NMD agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. NMD acknowledges and agrees that it is taking the same risks of the vehicle being stolen or damaged that it would take if it parks on any street. NMD further agrees that if anyone steals or damages its vehicle or anything in its vehicles, that NMD will not request CITY to pay for any such losses incurred. CITY specifically disclaims any responsibility, expressed or implied, to protect

against loss or damage to NMD'S vehicles or its contents while parking in the Broadway Parking Structure. NMD agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that it shall use the Broadway Parking Structure at its own risk and responsibility.

VI.

NMD shall assume all risks incident to the use of the premises as a parking lot and shall indemnify CITY against any loss, damage or expense resulting from personal injury or damage to, or loss of property caused in any manner by NMD, and against any loss, damage, or expense resulting from injury to NMD.

VII.

Either NMD or CITY may terminate this agreement by notifying the other party in writing at least thirty (30) days prior to the proposed termination date.

Dated this 16th day of December, 2019.

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessicca McKeown, Finance Officer

Dated this _____ day of December, 2019.

NMD Venture, LLC

By: Mike Trucano, Member

State of South Dakota)
) SS
County of _____)

On this _____ day of December, 2019, before me, the undersigned officer, personally appeared Mike Trucano, who acknowledged himself to be the Manger of NMD Venture, LLC a South Dakota limited liability company, and that such Manger, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation himself as Managing Member.

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

(SEAL)

Notary Public

My Commission Expires: _____

POSITION DESCRIPTION

PARKS SUPERINTENDENT

GENERAL PURPOSE

Employee is responsible for Public Works Department procedures, routine and preventive maintenance, and other related operational duties with an emphasis on the organization, coordination and management of all aspects for general upkeep of the city parks, public spaces, cemeteries, playgrounds, athletic fields and rodeo grounds.

SUPERVISION RECEIVED

Employee works under the general direction of the Public Work's Director.

SUPERVISION EXERCISED

Employee supervises all full time and seasonal park employees.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Must have working knowledge and be capable of operating all parks equipment.

Makes written recommendation for discipline and/or dismissal.

Directs and plans work on a daily and weekly basis for all aspects of the parks department.

Maintains inventory of items needed and used for the repairs and maintenance of the public properties being maintained.

Assists the Public Work's Director with budget planning.

Ensures that adequate preventive maintenance and routine maintenance are in place for the parks department and is completed.

Enforces all safety rules and regulations.

Schedules overtime as needed.

Schedules snow removal as needed.

Manage staff to perform the spraying of noxious weeds and fogging for mosquitoes in the City of Deadwood.

Schedules employees for setup and tear down for special events within the city of Deadwood.

Cooperates with other city departments and assists when needed.

Conducts other duties as needed or assigned by the Public Work's Director.

DESIRED MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE

Must have a high school diploma or a GED equivalent.

Must have supervisory experience.

A minimum of three (3) years experience in the upkeep and care of lawns, shrubs and trees.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

Must have a working knowledge in mechanical and carpentry repairs.

Must be able to plan, organize, delegate and instruct all new parks' employees on equipment used by the department and document training in employee's file.

Must be able to perform the upkeep of the city's parks which include underground sprinklers, playground equipment, concrete repairs, turf management, carpentry, etc.

SPECIAL REQUIREMENTS

Must have a valid South Dakota driver's license.

TOOLS AND EQUIPMENT USED

Heavy equipment and machinery, hand tools, specialty maintenance equipment, computer, welder, power tools, lawn equipment, and snow removal equipment.

PHYSICAL DEMANDS

The physical demands described here are respectively those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must be able to sit for a period of time. The employee must be able to lift or move 75 pounds. Specific vision abilities required for this job include close, distant, color, peripheral vision, depth perception and ability to focus.

The employee must be able to sit for a period of time. The employee must be able to lift or move 75 pounds. Specific vision abilities required for this job include close, distant, color, peripheral vision, depth perception and ability to focus.

WORK ENVIRONMENT

Lighting: natural or fluorescent

Space: large, open spaces or small spaces for repairs
Temperature: extreme hot or cold temperatures may be encountered
Flooring: concrete, dirt, gravel, snow, ice, grass, etc.
Lifting: frequently up to 75 pounds

The work environment characteristics described here are representative of those an employee encounters while performing the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works outside in all types of weather conditions and is exposed to wet, hot, humid, cold conditions, fumes or certain airborne particles. The employee occasionally works near moving mechanical parts.

The noise level in the work environment is usually moderate to noisy.

SELECTION GUIDELINES

Formal application, rating of education and experience, oral interviews and reference check; job related test may be required.

The job description does not constitute an employment agreement between employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

FUNCTIONAL JOB DESCRIPTIONS

DATE: _____

Position: Parks Superintendent

Employee Name: _____

Physician Approval: _____

Date Developed: 03/25/05 Revisions: 12/16/19

PHYSICAL DEMANDS

Note: In terms of an eight hour workday. 8 or 10 hour day. 7 days/wk. Weekends, holidays.

ACTIVITY	HOURS AT ONE TIME	TOTAL IN AN 8 - 10 HOUR DAY	COMMENTS
Sit	2	6 - 9	
Stand	1	6 - 9	
Walk	1	6 - 9	Uneven surfaces, steps.

Occasionally = 1% - 33% Frequently = 34% - 66% Continuously = 67% - 100%

ACTIVITY	NON E	OCCASION AL	FREQUENT LY	CONTINUOUS LY	COMMENTS
Bend/Stoop		X			
Squat		X			
Crawl		X			
Climb		X			
Reach		X			
Reach above shoulder level		X			
Crouch		X			
Kneel		X			

Balance		X			
Push/Pull		X			

PHYSICAL DEMANDS

ACTIVITY	MAXIMUM	FREQUENTLY	CONTINUOUSLY	COMMENTS
Carry (pounds)	75 pounds	50 pounds		
Lift (pounds)	75 pounds	50 pounds		

ACTIVITY	RIGHT	LEFT	COMMENTS
Use of foot controls.	X	X	Operate motor vehicles
Simple hand grasping	X	X	
Firm hand grasping	X	X	
Fine manipulating	X	X	

SENSORY PERCEPTIONS

ITEM	YES	NO	COMMENTS
Hearing: Less than 40db loss @ 500 Hz, 1000 Hz, and 2000 Hz with or without correction. Ability to receive detailed information through oral communication, and to make fine discriminations in sounds, such as when making fine adjustments on machined parts.	X		
Color Perception	X		
Depth Perception	X		
Less than arm's length work.	X		
70 ° field of vision.	X		
Potential Safety hazard.	X		

Requires protective clothing or personal protective devices.	X		Gloves, steel toe boots, arm guards, goggles, ear plugs, back braces, hard hats with shields, respirator, chaps.
Correctable vision to 20/40 Near/Far	X		

ESSENTIAL FUNCTIONS

WORKING CONDITIONS	YES	NO	COMMENTS
Worker is subject to inside environmental conditions; protection from weather conditions but not necessarily from temperature changes.	X		
The worker is subject to outside environmental conditions; no effective protection from weather.	X		
The worker is subject to both environmental conditions; activities occur inside and outside.	X		
Worker is subject to extreme cold, temperatures below 32° for periods of more than one hour.	X		
Worker is subject to extreme heat, temperatures above 100° for periods of more than one hour.	X		
Worker is subject to noise. There is sufficient noise to cause the worker to shout in order to be heard above the ambient noise level.	X		
Worker is subject to vibration; exposure to oscillating movements of the extremities or whole body.	X		Hand tools, vibratory tools.
Worker is subject to hazards. Includes a variety of physical conditions, such as proximity to moving mechanical parts, electrical current, working on high places, exposure to heat or chemicals.	X		
Worker is subject to atmospheric conditions; one or more of the following conditions that affect the respiratory system or the skin: fumes, odors, dusts, mists, gases, or poor ventilation.	X		

Worker is subject to oils. There is air and/or skin exposure to oils and other cutting fluids.	X		
Worker is subject to scheduled overtime.	X		
Worker is subject to unscheduled overtime.	X		
Worker is subject to emergency situations involving hazards, elements, and limited response time, creating stressful situations.	X		
Worker is subject to night work hours.	X		

MENTAL DEMANDS

MENTAL DEMANDS	YES	NO	INTENSITY/COMMENTS
Public Contact:			
Routine	X		
Complaint	X		
Emergency	X		
Handling Conflict	X		
Handling multiple priorities	X		
Make decisions with limited information.	X		
Make non-routine or unexpected judgments.	X		
Operate in absence of clear expectations or procedures.	X		
Operate under short time frames; deadlines	X		
Serious consequences of error.	X		
Use of tact and diplomacy.	X		
Reasoning:			
Apply procedure	X		
Develop new procedure	X		
Information ordering: arrange things or actions in a certain order.	X		
Visualization: imagining how something will work.	X		
Comparison of letters, numbers, or patterns quickly and accurately.	X		
Communication Skills:			
Develop written communications requiring grammar skills.	X		
Interact with customers on an explanatory basis.	X		
Interact with groups of people.	X		

Math Skills: Basic skills of addition, subtraction, and multiplication. Advanced math skills.	X	X	
Reading Skills: Basic instructions material Technical information	X X		
Other			
Other.			

**JOB DESCRIPTION EMPLOYEE AGREEMENT
for PARKS SUPERINTENDENT**

I, _____, have read and understand that the duties listed above are intended only as an illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from this position if the work is similar, related or a logical assignment to the position.

Employee Signature

Date

LeD

COMBINED VOTING AGREEMENT

April 14, 2020

It is agreed this _____ day of _____, 2019 by and between the Lead-Deadwood School District #40-1, the City of Central City, the City of Deadwood, the City of Lead, the Lead-Deadwood Sanitary District and the Lead Fire Protection District as follows:

PURPOSE:

It is the purpose of the agreement for the parties to have joint elections on the traditional municipal election date, following the date of this agreement, so that the costs of separate elections can be reduced and better voter turnout encouraged.

PUBLICATION OF NOTICES:

Each Entity shall be responsible for writing the notices of vacancies and filing of petitions, notice of voter registration, and notice of annual election and for submitting these to their respective legal newspaper for publication as required in South Dakota Statues.

Should two or more entities use the same legal newspaper, those entities may coordinate the publications. Thus one notice may suffice for all entities using a particular legal newspaper instead of separate notices. Those entities involved with a coordinated publication will mutually agree as to whom shall write the notices.

COST SHARING:

The parties to this agreement shall share the costs of the joint election as set forth herein.

The cost of the Publications shall be prorated by those entities involved with a particular publication.

The cities of Deadwood and Lead shall pay the judges within their respective cities. The Lead-Deadwood School, the Sanitary District and the Lead Fire Protection District, shall reimburse the cities for the judges pay, including Social Security, that are used during the combined elections in the city. The School shall reimburse each city for one (1) judge in each voting precinct/ward. The Sanitary District shall reimburse each city for one (1) judge. The City of Whitewood shall pay for the judges in their city.

In the event Central City has an election, the Lead-Deadwood School and Sanitary District, each, shall pay for a judge at Central City. Central City shall pay for one (1) Superintendent.

The rate of pay of reimbursement shall be at the rate of One Hundred Fifty-Six Dollars (\$156.00) per day for Judges and Clerks and One Hundred Eighty Dollars (\$180.00) per day for the Superintendent. Should circumstances beyond

COMBINED VOTING AGREEMENT

April 14, 2020

the control of the election officials cause the rate of pay to fall below the Federal Minimum Wage, these rates of pay may be adjusted accordingly.

The Costs of the Lawrence County Auditor in helping to set up the election materials and procedures, and the cost of counting the ballots and all other supplies and materials shall be divided on an equitable basis between the governmental entities involved in the election.

If one or more governmental agencies do not need to have an election at the designated time, then the remaining governmental entities shall share the costs of the election on an equitable basis.

JUDGES:

Each City shall appoint the judges and the polling places to be used within the respective City, and the School, the Sanitary District and the Lead Fire Protection District shall agree to the judges and polling places selected. In Central City, the School shall appoint the judges and polling place and the Sanitary District shall agree to the judges and polling place selected. In the event one entity does not have an election, the other entity reserves the right to name their own judges and polling places.

POLL BOOKS:

In the precincts/wards where a combination of city and rural electors will be voting, but in separate elections, there shall be one (1) poll book used.

In the precincts/wards where a combination of School, Sanitary District and Lead Fire Protection District electors will be voting, the entity completing their canvas first, will make copies of the Poll Book and forward the copies of the Poll Book to the other entities for their canvas.

CANVASSING THE VOTE:

The Cities, School, Sanitary District and Lead Fire Protection District shall each canvas the election results according to the applicable laws governing each entity.

ABSENTEE BALLOTS:

Absentee ballots shall be available at the office of the School District or the City. The School District and the Cities shall set up protective measures so that no voter can vote absentee more than once.

ELECTION SUPPLIES, PROCEDURES, ETC:

All supplies for the election, such as ballots, etc., shall be purchased by each individual governmental entity.

COMBINED VOTING AGREEMENT

April 14, 2020

The Cities, School, Sanitary District and Lead Fire Protection District shall consult with each other and work out any procedural or substantive problems and difficulties that any entity might have regarding the joint election effort.

LEAD-DEADWOOD SCHOOL DISTRICT #40-1

By: _____

Its: _____

Attest:

CITY OF CENTRAL CITY

By: _____

Its: _____

Attest:

CITY OF DEADWOOD

By: _____

Its: _____

Attest:

CITY OF LEAD

By: _____

Its: _____

Attest:

LEAD-DEADWOOD SANITARY DISTRICT #1

By: _____

Its: _____

Attest:

COMBINED VOTING AGREEMENT

April 14, 2020

LEAD FIRE PROTECTION DISTRICT

By: _____

Its: _____

Attest:

6G

**AGREEMENT FOR ADMINISTRATION OF DEADWOOD
HISTORIC PRESERVATION REVOLVING LOAN AND GRANT FUNDS**

This Agreement is made between the DEADWOOD HISTORIC PRESERVATION COMMISSION, hereinafter referred to as "HPC" and NEIGHBORHOOD HOUSING SERVICES OF THE BLACK HILLS d.b.a. NeighborWorks Dakota Home Resources, hereinafter referred to as "NHS".

The parties acknowledge HPC has previously established a Revolving Loan Fund, and related programs for the purpose of making commercial and residential loans for the rehabilitation of residences, buildings, structures, improvements, and retaining walls located within the City of Deadwood. The parties further acknowledge they have previously entered into Agreements in which NHS has contracted with HPC to provide administrative services in connection with the Revolving Loan Fund Program. HPC wishes to contract with NHS for providing administrative services for the period from January 1, 2020, through December 31, 2020, and therefore mutually agree as follows:

I.

NHS shall provide administrative services required in connection with the administration of HPC Revolving Loan Funds and retaining wall program funds as set forth and according to written policy guidelines and administrative procedures established and adopted by the Historic Preservation Commission.

II.

HPC agrees to reimburse NHS for ELIGIBLE COSTS incurred by NHS pursuant to this Agreement, subject to a maximum of Sixty Thousand Dollars (\$60,000.00) for the period beginning January 1, 2020, and ending on December 31, 2020. The amount of such reimbursement shall be at hourly rates included in the attached Rate Sheet, with total amounts to

be paid during this time period under this Agreement not to exceed \$60,000, without prior express written approval and consent by HPC. For the purposes of this Agreement, ELIGIBLE COSTS shall mean costs to NHS of salaries, wages, and fringe benefits, office expense, worker's compensation insurance, liability insurance including officers and directors' liability insurance, utilities, and other necessary expenses. The parties acknowledge that NHS has other duties and functions and the HPC will only pay that portion of ELIGIBLE COSTS determined to be related to service performed for HPC by NHS pursuant to this Agreement. Request for reimbursement shall be made no more frequently than monthly and shall be accompanied by a detailed voucher, including supporting documentation, to be approved by the Historic Preservation Commission and the City Commission. All such reimbursement for ELIGIBLE COSTS will be paid solely from HPC Revolving Loan Fund.

III.

The term of this Agreement shall commence on the 1st day of January, 2020, and continue through the 31st day of December, 2020, unless terminated or re-negotiated earlier, as provided herein.

IV.

NHS agrees it shall prepare and submit to HPC such reports and information as required by HPC. In addition, NHS shall promptly furnish to the City any and all financial statements, financial reports, audits, and monthly, quarterly, semi-annual, or annual statements prepared by or on behalf of NHS in the ordinary course of its business which relates, directly or indirectly, to the providing of services under this Agreement. Such reports and information shall include reporting of HPC Loan Fund income at the end of each period as requested by HPC. NHS shall continue to provide monthly loan and delinquency reports as it has been doing in the past. NHS

shall provide Annual Activities reports, sorted by program, with summary overview explanation of disbursements and receipts of all funds such that HPC can properly evaluate each.

V.

The purchase of any real or personal property shall not be an allowable cost under the provisions of this Agreement except as approved or allowed in advance by HPC.

VI.

NHS shall perform services under this Agreement as an independent contractor. It is agreed that nothing herein contained or intended shall be construed in any manner as creating or establishing a relationship or co-partners between the parties hereto or of constituting NHS or any of its officers, agents, servants, or employees as an agent, representative, or employee of HPC for any purpose or in any manner whatsoever. NHS's officers, agents, servants, and employees shall not be considered employees of HPC, for any claims which might arise under the Workman's Compensation Acts of the State of South Dakota. Furthermore, NHS agrees to defend, indemnify, and save harmless HPC and its officers, commissioners, agents, servants, and employees from any liability or judgments of any kind whatsoever arising out of the performance or non-performance of NHS and its officers, agents, servants, and employees of the work specified in this Agreement.

VII.

This Agreement may be terminated or re-negotiated by either party upon thirty (30) days written notice to the other party. In the event of termination, all property acquired with funds furnished by HPC and all finished or unfinished documents, data, studies, financial records, loan files, and reports purchased or prepared by NHS pursuant to this Agreement shall be returned to HPC. In the event terms are re-negotiated, the parties shall ascertain what property, data, or files

shall remain with NHS. NHS shall be entitled to compensation for performance of any unreimbursed services satisfactorily performed prior to the date of termination of this Agreement. Notwithstanding the above, NHS shall not be relieved of liability to HPC for damages sustained to HPC by virtue of any breach of this Agreement by NHS.

VIII.

NHS may not assign or transfer any interest in this Agreement without the prior written approval of HPC.

IX.

NHS agrees it will have and maintain at all times, during the term of this Agreement, qualified, competent, trained, and experienced personnel with loan and administrative experience and training comparable to the current staff of NHS, which personnel will perform the duties required to be performed by NHS pursuant to this Agreement.

X.

NHS especially acknowledges and agrees their authority is limited as set forth in this Agreement and pursuant to the policies and procedures set forth in paragraph I., above, that HPC retains sole authority to approve all loans and actions taken with respect to delinquent loan payments. Further, NHS acknowledges it does not have authority to contract for HPC or the City of Deadwood.

XI.

NHS agrees to observe and comply with all Federal, State, and local laws, ordinances, rules, and regulations which are now or may later become applicable to its activities or services performed pursuant to this Agreement.

XII.

This Agreement, together with all paragraphs, terms, and provisions is made in the State of South Dakota and shall be construed and interpreted in accordance with the laws of the State of South Dakota.

XIII.

It is understood and agreed this is the entire Agreement of the parties and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing.

Dated this ____ day of _____, 2020.

HISTORIC PRESERVATION COMMISSION

By: _____
Its: _____

STATE OF SOUTH DAKOTA)
)SS.
COUNTY OF LAWRENCE)

On this ____ day of _____, 2020, before me, the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the Chairman of the Historic Preservation Commission, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

(SEAL)

Notary Public

My Commission Expires: _____

Dated this ____ day of _____, 2020.

NEIGHBORHOOD HOUSING SERVICES
OF THE BLACK HILLS

By: _____
Its: _____

STATE OF SOUTH DAKOTA)
)SS.
COUNTY OF LAWRENCE)

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

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

(SEAL)

Notary Public

My Commission Expires: _____

Dated this ____ day of _____, 2020.

CITY OF DEADWOOD

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

ATTEST:

Jessica McKeown
City Finance Officer

NeighborWorks®

DAKOTA HOME RESOURCES

December 6, 2019

RE: NeighborWorks Hourly Rates

**NeighborWorks Dakota Home Resources/ Deadwood Historic Preservation
2020 Contract Hourly Rates**

<u>TITLE</u>	<u>STAFF MEMBER</u>	<u>HOURLY RATE</u>
Loan Originator/ Executive Director	Mike Walker	\$55.00 per hour
Loan Processor	Susan Trucano	\$35.00 per hour
Admin Assistant	Denese Emanuel	\$35.00 per hour
Accountant	Katie Burnham	\$40.00 per hour
Home Rehab Specialist	Darrell Songer	\$40.00 per hour

The hourly rates remain the same as they have been during the past two years, the only change is the staff member working in each position.

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER, AND EMPLOYER



DEADWOOD

POLICE DEPARTMENT

Kelby K. Fuller, Chief of Police

Date: 12/11/2019

To: Wagner Auto Vender #: 12031818

Reference: Contract #: 17345

*****City of Deadwood Purchase Order #2020-0001*****

31. CLASS BT TRUCK UTILITY AL-WHEEL DRIVE FULL SIZE: 4 DOOR PURSUIT RATED

MFG: Dodge

Model: Durango Pursuit Rated

Paint: MFG Standard *MUST BE BLACK IN COLOR*****

- Engine, 5.7 Liter V-8 355 HP
- Seating Capacity 5 Passengers
- Cargo Volume 70 Cubic Feet
- Overall Length 201'
- Transmission, Automatic, OD
- Police engine cooling package
- Bluetooth Capability
- 220 Amp Alternator
- 750 CCA Heavy duty battery
- Interior center mounted Police dome light with red and white illumination
- Backup Camera
- Power Door Locks
- Power Windows
- Power Locks
- Radio, AM/FM with auxiliary audio port/sub
- Airbags, side impact
- Rear Heat and Air Conditioning
- Police wiring and interior power supply for lighting/police equipment
- Cruise Control/tilt
- Floor Covering, Carpet
- Guard, Skid Plate Package-Manufacturer's Standard (includes skid plates for the fuel tank, transfer case and front suspension)
- Towing Capacity 5000 pounds
- Heavy Duty suspension, police rated (PPV)
- Tires, P265/60R18 All Season

- Brakes-ABS, 4-wheel disc brakes
- Trailer Tow pkg., Cooler, Engine Oil Cooler, Cooler, Transmission
- Mirrors, Right and Left outside
- Power Heated Mirrors
- Rear Window Defroster
- Seats, Front, Bucket, Cloth
- Power adjustable driver's seat
- Seat Covering Heavy Duty Cloth
- Rear Seat, Cloth
- Wipers, Multiple Speed
- Wiper, Rear Window
- Dark Tinted glass
- Standard color is silver
- Factory Freight

Delivery 120-150 Days

Base cost: \$31158

Options:

- Light, Spot Light, Post Mounted 6" (Black Housing) \$790
- Full Sized Spare \$340
- Delivery \$200

TOTAL COST.....\$32,488

APPROVAL:_____ DATE:_____

Kelly K. Fuller-Chief of Police



GARDNER
CONSTRUCTION, LLC
605.920.8719

PO Box 742
Lead, SD 57754

6K
Invoice

Date	Invoice #
12/10/2019	1583

City of Deadwood
102 Sherman St
Deadwood, SD 57732

P.O. No.	Terms	Project
	Net 15	

Item	Description	Quantity	Rate	Amount
Plow Truck	Move snow 12/01/19	1	65.00	65.00T
Hauling - SR	2 Dump trucks hauling snow on 12/01/19	13	90.00	1,170.00T
Side Dump	2 Sidedumps hauling snow on 12/01/19	8.5	130.00	1,105.00T
Hauling - SR	2 Dump trucks hauling snow on 12/02/19	16	90.00	1,440.00T
Side Dump	2 Sidedumps hauling snow on 12/02/19	22	130.00	2,860.00T
Side Dump	2 Sidedumps hauling snow on 12/03/19	20.5	130.00	2,665.00T
	Sales Tax		0.00%	0.00

Thank you for your business.

Total \$9,305.00

There will be late fee charge of 1.5% per month or a minimum of \$5 on all past due balances that are not paid within the terms of your account. Reasonable Collection and Attorney's Fees will be assessed to all accounts placed for collection.

66

Butte County Equipment

11363 US HWY 212
BELLE FOURCHE, SD 57717
605-892-2230 or 605-892-5561 CELL
mitch.johnson@buttecountyequipment.com

11/19/2019

Dear Mr. Nelson/Council Members City of Deadwood

As a representative of Butte County Equipment I will provide for your Kubota RTV-1100 (1)72" V-Plow with hydraulic operation (1)11cu.ft. Cargo box sander/spreader, all associated parts, accessories and labor required for turn-key service, pickup in Deadwood and return to Deadwood along with all warranty issues associated with purchased accessories only. Your cost for said products and services will be \$10,950USD

Sincerely,

Mitch Johnson

6m



2727 N Plaza Dr.
Rapid City, SD 57702

Phone 605-348-6529 Fax 605-342-1160

Quote

No.: **62467**

Date: 9/12/2019

Prepared for:

Tom Kruzel
Deadwood City Of-Finance
102 Sherman Street
Deadwood, SD 57732 U.S.A.

Account No.: 92
Phone: (605) 578-2600
Fax: (605) 578-2084

Qty	Description	UOM	Sell	Total
3	Ruckus ZoneFlex R510 dual-band 802.11abgn/ac Wireless Access Point, 2x2:2	EA	\$630.00	\$1,890.00
1	Ruckus R320, dual band 802.11ac Wave 2 Indoor Access Point, BeamFlex, 2x2:2 Radio	EA	\$368.67	\$368.67
1	Project Installation & Configuration	EA	\$1,000.00	\$1,000.00

Your Price: \$3,258.67

Total: \$3,258.67

Prices are firm until 9/26/2019

Prepared by: Dennis Servaty, dennisservaty@goldenwest.com

Date: 9/12/2019

Comments: Cables will be run by customer staff. GWT will configure new APs in GWT Host VSCG. GWT techs will go onsite and install APs and test. GWT to document in IT Glue and/visio network diagrams.

Accepted by: _____ **Date:** _____

Disclaimer

Unless otherwise specified, all labor is charged on a time and materials basis. Any additional service charge or travel will apply.

Any quoted cable runs assume that there is an available cable pathway; if not, additional charges may apply.

Applicable taxes and/or additional freight charges may be added on to the invoice.

Terms: 30% down payment required for sales of \$ 5,000.00 or more, with the balance due Net 15 days of invoicing.

DEADWOOD ELECTRIC

PO BOX 908

SPEARFISH, SD 57783

60N
Invoice

Date	Invoice #
12/5/2019	22029

Bill To
City of Deadwood 102 Sherman St Deadwood, SD 57732

P.O. No.	Terms	Project
	Net 15	

Quantity	Description	U/M	Rate	Amount
1	MATERIAL (includes sales tax)	ea	1,387.39	1,387.39T
28	LABOR (Details on following page)	hr	65.00	1,820.00T
	CHANGE 4 BOXES TO DOUBLE OUTLETS, ADD 2 OUTLETS BY CHUTES, ADD 4 LED LIGHTS ON CROWSNEST, ADD 1 LED ON SCOREBOARD			
	Excise tax		2.041%	65.46
need to get approval ✓-with Bob SR				
PLEASE NOTE NEW REMIT ADDRESS				
BALANCES NOT PAID WITHIN 15 DAYS FROM INVOICE DATE WILL ACCRUE A SERVICE CHARGE OF 2% PER MONTH.			Total	\$3,272.85



Proposal

52 Lincoln, Deadwood, SD 57732

Tim Conrad

Office: 717-2855 Cell: 920-1214

Email: deadwoodelectric@rushmore.com

PROPOSAL SUBMITTED TO CITY OF DEADWOOD

PHONE

DATE 10-15-19

STREET

JOB NAME

CITY, STATE AND ZIP CODE

DEADWOOD

JOB LOCATION

CROWS NEST

We hereby submit specifications and estimates for:

CHANGE 4 BOXES TO DOUBLE OUTLETS.

ADD 2 OUTLETS BY CHUTES, ADD 4 LED LIGHTS ON CROWSNEST

ADD 1 LED ON SCORE BORD

\$3,272.85

We Propose: hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

THREE THOUSAND TWO HUNDRED SEVENTY TWO HUNDRED SEVENTY ONE DOLLARS \$3,272.85

dollars (\$ _____).

Payment to be made as follows:

COMPLETION OF JOB

All materials is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation 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, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized

Signature _____

Note: This proposal may be withdrawn by us if not accepted within: _____ days.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

**NOTICE OF PUBLIC HEARING
REGARDING CREATION ZONE 3 – OUTLAW SQUARE
FOR OPEN CONTAINER**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held December 16, 2019 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Creation of Zone 3. Zone to include Deadwood Street between Main Street and Pioneer Way and adjacent sidewalk located along 685 Main Street

Any person interested in the approval or rejection of such transfer request may appear and be heard or file with the City Finance Office their written statement of approval or disapproval.

Dated this 2nd day of December, 2019.

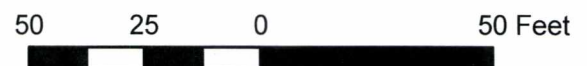
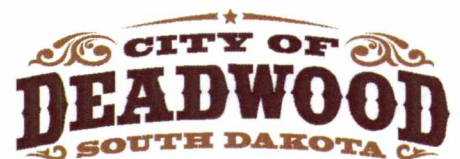

CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Publish B.H. Pioneer: December 6, 2019



Open Container Waiver Zones
Zone #3 - Outlaw Square
2019



ORDINANCE NUMBER 1303
SUPPLEMENTAL BUDGET APPROPRIATION #2 FOR 2019

Section 1. To provide for the following expenditures there is hereby appropriated to the specified fund accounts following sums from funds not otherwise appropriated for the year 2019:

FUND 0101 GENERAL FUND Public Buildings – Group Insurance \$20,000.00; Finance – Group Insurance \$20,000.00; Data Processing – Server/IT \$10,000.00; Police – Group Insurance \$15,000.00; DARE 5th Grade – Expenses (moved from old fund) \$1,300.00; DARE 7th Grade – Expenses (moved for old fund) \$1,100.00; Building Inspection: - Contracted Services \$5,000.00; ~~Parks – Improvements (2016 DOT project) \$6,600.00~~; Streets – Contracted Services \$13,000.00; Salaries - \$20,000.00; Parks – Salaries \$15,000.00; Supplies - \$15,000.00. Source of Revenue: Unexpended Cash

Building Inspection – Repairs (hail damage) \$11,000.00
 Source of Revenue: Vehicle Insurance Reimbursement

FUND 0209 BED AND BOOZE FUND Heated Sidewalk at Rec. \$72,000.00; Group Insurance \$8,000.00; Marketing - Outlaw Square \$50,000.00
 Source of Revenue: Unexpended Cash

FUND 0214 BID 7: Marketing \$100,000.00

FUND 0212 BID 8: Marketing \$100,000.00

FUND 0211 BID 9: Marketing \$30,000.00

Source of Revenue: Additional BID Revenue Received

FUND 0215 HISTORIC PRESERVATION FUND ~~Improvements (2016 DOT project) \$262,552.15; Capital Assets – Retaining Walls \$120,000.00~~; Bonding – Professional Services \$10,000.00.

Source of Revenue: HP Unexpended Cash

FUND 0216 REVOLVING LOAN AND GRANT FUND HISTORIC PRESERVATION

Special Needs Grants - \$40,000.00; Windows Grants - \$100,000.00; Siding Grants - \$10,000.00; Historic Rehab Grants - \$25,000.00; Foundation Grants - \$100,000.00.

Source of Revenue: Unexpended cash.

FUND 0602 WATER FUND Group Insurance \$8,000.00

Source of Revenue: Unexpended Cash

FUND 0607 MT. MORIAH FUND Professional Services \$35,000.00

Source of Revenue: Unexpended Cash

FUND 0610 PARKING & TRANSPORTATION FUND Group Insurance \$6,000.00

Source of Revenue: Unexpended Cash

TIF 0725 TIF #8 Stage Run \$16,681.00

TIF 0721 TIF #9 Optima \$48,617.00
Source of Revenue: Property tax proceeds

Section 2. This Ordinance is for the support and maintenance of the municipal government of said City of Deadwood, South Dakota, and its existing public and shall take effect immediately upon publication.

CITY OF DEADWOOD

David R. Ruth Jr. Mayor

ATTEST: Jessica McKeown, Finance Officer

First Reading:	December 2, 2019
Second Reading:	December 16, 2019
Published:	December 18, 2019
Effective:	December 18, 2019

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DARE 7th Grade – Expenses (moved for old fund) \$1,100.00; Building Inspection: - Contracted
Services \$5,000.00; Streets – Contracted Services \$13,000.00; Salaries - \$20,000.00; Parks –
Salaries \$15,000.00; Supplies - \$15,000.00.
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CITY OF DEADWOOD

David R. Ruth Jr. Mayor

ATTEST: Jessica McKeown, Finance Officer

First Reading:	December 2, 2019
Second Reading:	December 16, 2019
Published:	December 18, 2019
Effective:	December 18, 2019

Prepared by:
John R. Frederickson
FREDERICKSON LAW OFFICE, P.C.
PO Box 583
Deadwood, SD 57732
(605) 578-1903

AGREEMENT TO CONVEY ROADWAY MAINTENANCE EASEMENT

This Easement made effective this 13 day of November, 2019, by and between JESSE ALLEN and TESSA ALLEN, of 160 Charles Street, Deadwood, South Dakota 57732, and JLB RENTALS, LLC, a South Dakota limited liability company, of 158 Charles Street, Deadwood, South Dakota 57732, hereinafter referred to as "GRANTORS" and the CITY OF DEADWOOD, a South Dakota municipality, of 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY" or "GRANTEE."

The parties agree as follows:

1.

CONVEYANCE OF EASEMENT:

GRANTORS hereby grant and convey an eighteen (18') foot Roadway Maintenance Easement to GRANTEE, at its present location, for the purposes of maintenance and repair including but not limited to, snow removal and routine maintenance over and across the property shown on Exhibit A, attached hereto and by such reference incorporated herein. This Easement is for the benefit of GRANTORS' land described is as follows:

The South and Easterly 10 feet of Lot 38 and all of Lots 32, 34 and 36, which lie North of Whitewood Creek, all in Block 76 of the Original Town, City of Deadwood, Lawrence County, South Dakota, according to P.L. Rogers map of the City of Deadwood, a/k/a 158 Charles Street, Deadwood, South Dakota; and

Lot 40 and the North and Westerly 15 feet of Lot 38, in Block 76 of the Original Town, City of Deadwood, Lawrence County, South Dakota, according to P.L. Rogers map of the City of Deadwood; and

Lot 42 except the West 10 feet and Southwest 14 feet in Block 76 of the City of Deadwood, Lawrence County, South Dakota, a/k/a 160 Charles Street, Deadwood, South Dakota.

2.

INDEMNIFICATION:

GRANTORS hereby indemnify and hold GRANTEE harmless from any and all loss, liabilities, claims, and injuries to any person or property or business interest to the extent that such injury or damage to property arises out of or in connection with GRANTOR's continuing use of Charles Street.

GRANTEE hereby indemnifies and holds harmless GRANTORS from any and all loss, liabilities, claims, and injuries to any person or property or business interest to the extent that such injury or damage to property arises out of or in connection with GRANTEE's road maintenance activities of Charles Street.

3.

RUN WITH THE LAND:

This Easement shall run with the land and shall be binding upon and shall inure to the benefit of the parties to this agreement and their respective heirs, successors or assigns.

4.

ENTIRE AGREEMENT:

This Easement shall constitute the entire agreement between the parties and any part of or understandings or representations of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated by this agreement.

5.

MODIFICATION OF AGREEMENT:

Any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or authorized representative of each party.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Spearfish, South Dakota, on the date indicated below.

[This space intentionally left blank]

GRANTORS:

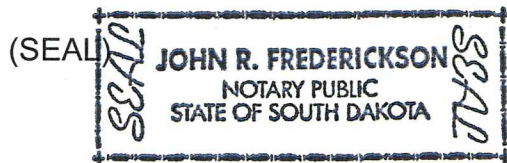
Jesse Allen

Tessa Allen

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF LAWRENCE)

On this 13th day of November, 2019 before me, the undersigned officer, personally appeared Jesse Allen and Tessa Allen, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

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



John R. Frederickson
Notary Public
My Commission Expires: 3/21/2023

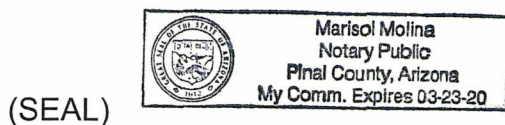
By James Baker
~~James Baker~~, Managing Member
JLB Rentals, LLC
JAMES BARKER

Arizona
STATE OF SOUTH DAKOTA)
) SS.
Pinal
COUNTY OF LAWRENCE)

On this 21 day of November, 2019, before me, the undersigned officer, personally appeared ~~James Baker~~, known to me or satisfactorily proven to be the Managing Member of JLB Rentals, LLC, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

James Lawrence Barker

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



Marisol Molina
Notary Public Marisol Molina
My commission expires: 3-23-20

GRANTEE:

CITY OF DEADWOOD

By _____
Its: Mayor

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF LAWRENCE)

On this _____ day of November, 2019, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the Mayor of the City of Deadwood, a public corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

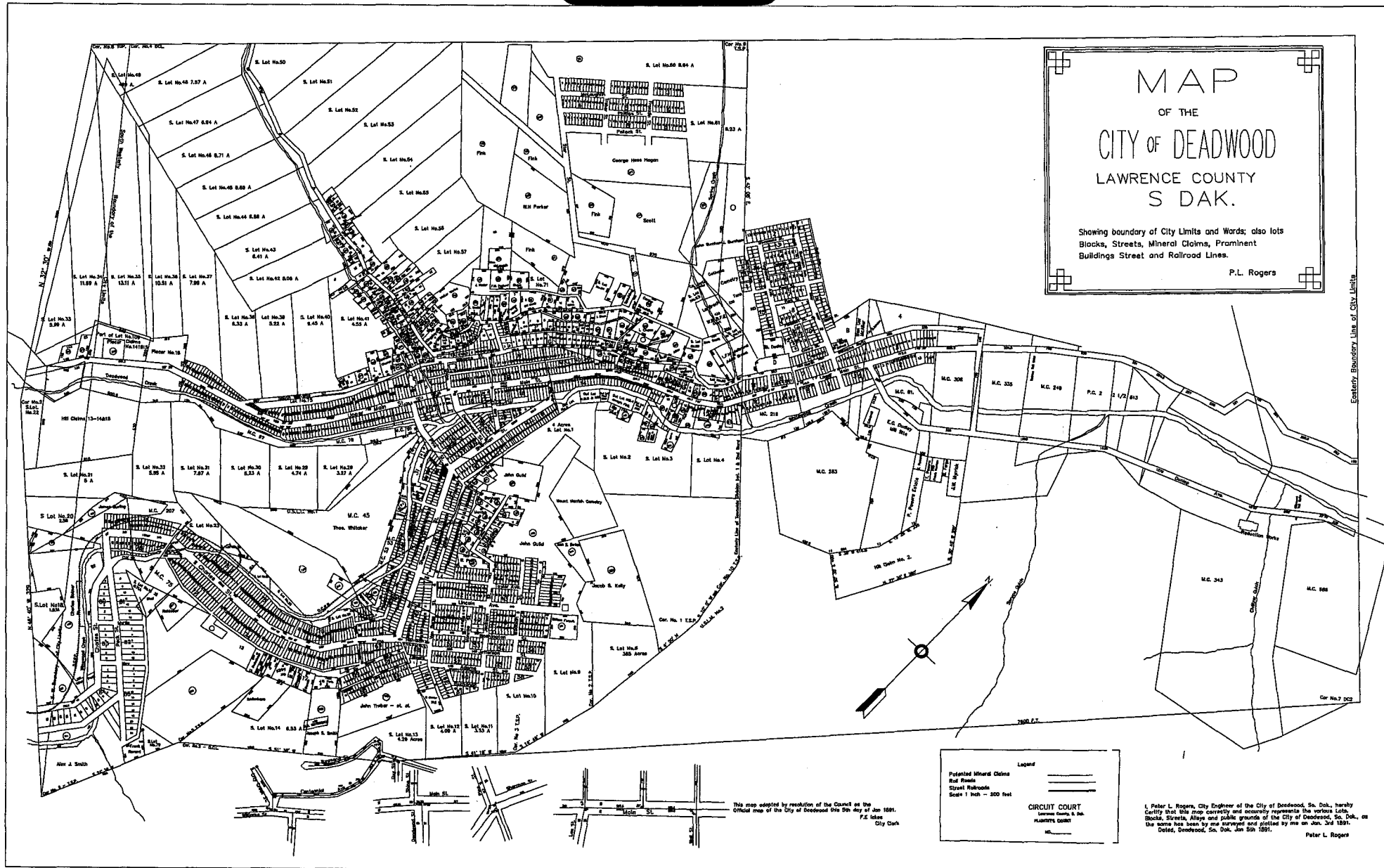
(SEAL)

Notary Public
My commission expires: _____

EXHIBIT

A

TABLES



Eastern Boundary Line of City Limits

MAP OF THE CITY OF DEADWOOD LAWRENCE COUNTY S DAK.

Showing boundary of City Limits and Wards; also lots
Blocks, Streets, Mineral Claims, Prominent
Buildings Street and Railroad Lines.

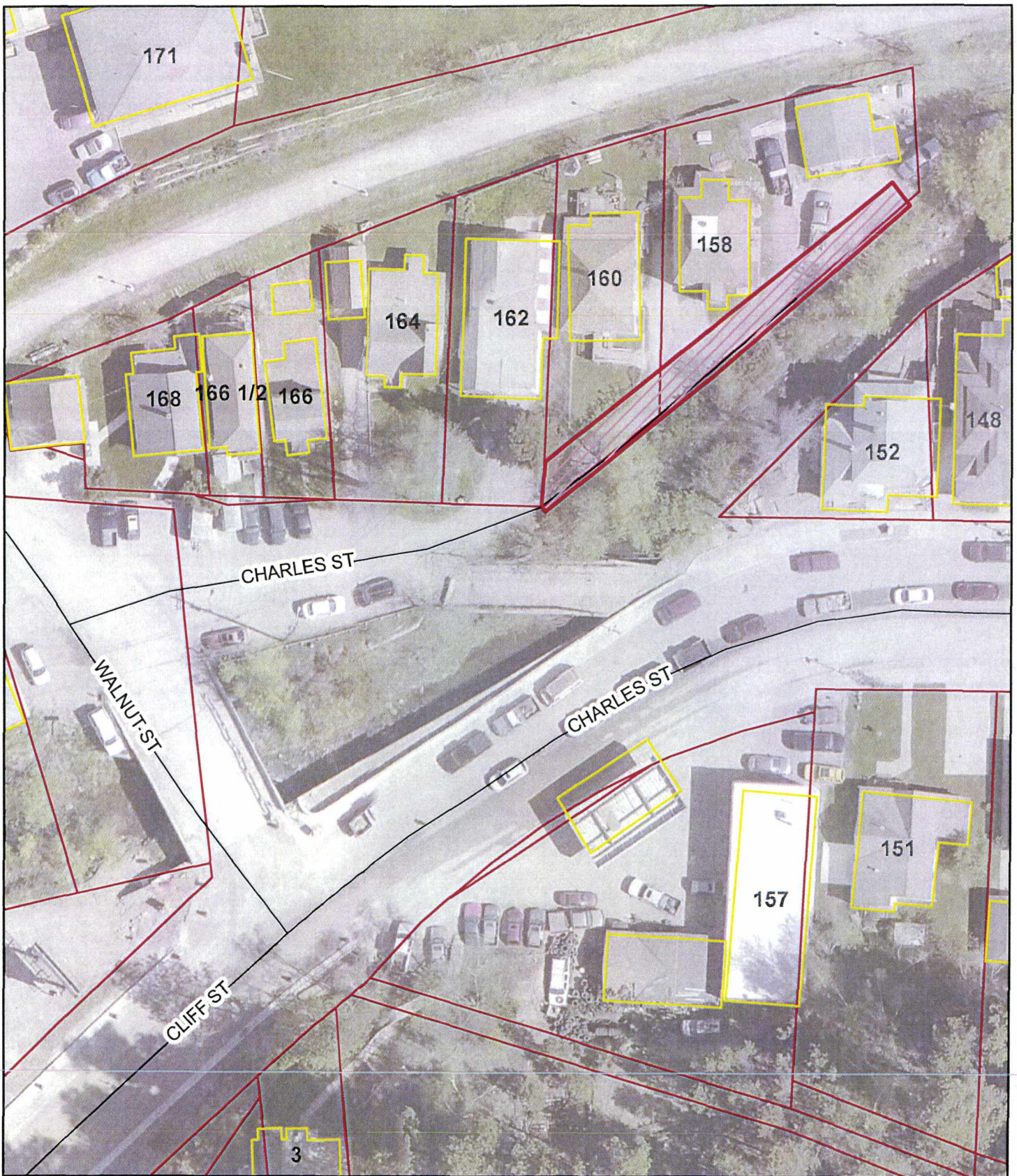
P.L. Rogers

Legend
Patented Mineral Claims
Rail Roads
City Railroads
Scale 1 inch = 250 feet

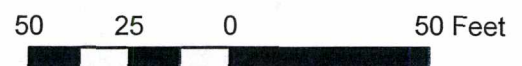
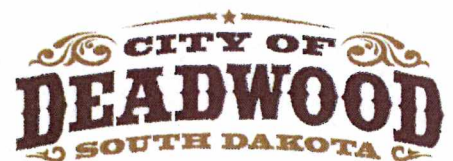
CIRCUIT COURT
Lawrence County, S. Dak.
PLANNING COMMISSION

I, Peter L. Rogers, City Engineer of the City of Deadwood, S. Dak., hereby
Certify that this map correctly and accurately represents the various Lots,
Blocks, Streets, Avenues and public grounds of the City of Deadwood, S. Dak., as
the same has been by me surveyed and plotted by me on Jan. 3rd 1891.
Dated, Deadwood, S. Dak. Jan 5th 1891.
Peter L. Rogers

This map adopted by resolution of the Council as the
Official map of the City of Deadwood 5th day of Jan 1891.
P.L. Rogers
City Clerk



**158-160 Charles Street
Roadway Maintenance Easement
2019**



FREDERICKSON LAW OFFICE, P.C.

John R. Frederickson
Attorney at Law
68 Sherman Street, Suite 307
Mailing Address: P.O. Box 583
Deadwood, SD 57732
Telephone: (605) 578-1903 ** Fax (605) 578- 3078
john@deadwoodlawyer.com

December 2, 2019

Bob Nelson, Jr.
City of Deadwood
Streets and Water Dept.
62 ½ Dunlap Street
Deadwood, SD 57732

Re: Agreement to Convey Roadway Maintenance Easement – Charles Street

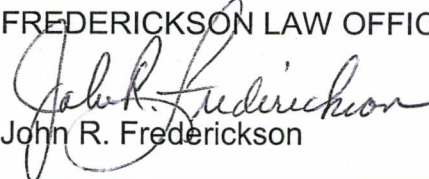
Dear Bob:

Enclosed please find the original Agreement to Convey Roadway Maintenance Easement for the property located on Charles Street. The Easement has been signed by the property owners, Jesse and Tessa Allen and JLB Rentals, LLC. Would it be possible to come up with a map with better resolution to clearly show the location of the easement? If the Agreement meets with your approval please forward to the City Commission to be placed on the agenda and advise me of the date.

Should you have any questions please contact me.

Sincerely,

FREDERICKSON LAW OFFICE, P.C.


John R. Frederickson

JRF:mls
Enclosure
Cc clients

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
SANDER SANITATION SERVICE**

This Agreement is made this ____ day of _____, 2019 by and between the City of Deadwood, a municipal corporation of the State of South Dakota ("City"), of 102 Sherman Street, Deadwood, South Dakota 57732, and Iron Outfitter Waste Services, Inc. d/b/a Sander Sanitation Service of 7481 Stagestop Road, Black Hawk, SD 57718 ("Contractor").

Witnesseth: That for and in consideration of the payments and agreements as established in the Bid Proposal Form (Exhibit 1) attached hereto.

A. General:

1. Contractor agrees to curbside collection of Municipal Solid Waste (MSW) within the City of Deadwood once per household per week for the sum of \$21.13 per month per residential account.
2. Contractor agrees to collect, once a week, at no charge, MSW and/or dumpsters from the following buildings and locations within the City of Deadwood:
 - Deadwood City Hall, 102 Sherman Street;
 - Deadwood Parks and Street Department, 67 Dunlop Avenue;
 - Deadwood Public Library, 435 Williams Street;
 - Deadwood Fire Department, 737 Main Street;
 - Deadwood Recreation Center, 105 Sherman Street;
 - HARCC, 150 Sherman Street;
 - Days of 76 Museum, 18 Seventy-Six Drive;
 - Deadwood Welcome Center, 501 Main Street; and
 - Deadwood Trolley Barn, 62 Dunlop Avenue.
3. All solid waste collected will be delivered to and disposed of at a facility permitted by the South Dakota Department of Environment and Natural Resources.

4. All recycling collected will be delivered to and disposed of at a facility permitted by the South Dakota Department of Environment and Natural Resources.
5. For the accounts under the Contract, the City agrees to bill monthly those customers and to pay the Contractor for this service at the end of each month.
6. This Contract does not cover the collection of wastes such as white goods or green waste (trees, brush). Contractor may remove recyclables from MSW.
7. City hereby grants the Contractor the exclusive right to provide the MSW collection and disposal services described in this Agreement.

B. Definitions of Terms:

The following words or phrases as used in this Contract shall be defined below unless the context clearly otherwise defines.

1. "Municipal Solid Waste" (MSW) shall mean the nonhazardous waste normally generated but excludes bulky waste, green waste, construction and demolition wastes, automobiles, ashes, street sweeping, and sewage sludge. The term "garbage" may be used interchangeably with MSW in this Contract and shall carry the same definition as MSW for this Contract. MSW includes refuse, cans, glass bottles, jars, paper, cardboard, and other materials and similar items that are capable of being recycled.
2. "Construction and Demolition Waste" (CDW) shall mean material waste, grubbing waste, and rubble from construction, remodeling, repair or demolition of buildings, bridges, and other structures, to include lumber, plaster, shingles, (wood or asphalt), tar paper and other nonhazardous waste ordinarily associated with construction or demolition. CDW will also include rubble, which includes earth or dirt, brick, cement blocks, broken asphalt or concrete, sand, or gravel, and rocks.

3. "Bulky Waste" shall mean metal, furniture, appliances, tires, automobile frames or parts, mattresses, and other bulky materials.
4. "Green Waste" shall mean large brush, stumps, and large dead trees.
5. "Yard Waste" shall mean grass, leaves, shrubs, brush, tree limbs, small trees, vegetable/flower/garden plant waste.
6. "Hazardous Waste" shall mean any material so classified by the South Dakota Department of Environment and Natural Resources or by the Environmental Protection Agency.
7. "Container" shall consist of a plastic containers or dumpsters with lids.
8. "Disposal Site" shall mean the Rapid City Landfill.
9. "Tipping Fee" shall mean a fee paid by Contractor to the Rapid City Landfill for disposal.

C. Term of Contract:

1. The term of this Contract shall be for a term of four (4) years (the "Term") beginning on January 1, 2020 through December 31, 2023. This Contract may be renewed for a period of up to an additional (3) three, one year terms upon the terms and conditions to be agreed to between the parties ("renewal term"). The parties must agree to each renewal term sixty (60) days prior to the expiration of the current term.
2. There will be an annual adjustment for inflation of 3.5%; no adjustments will be made during the Term for fuel and tipping fees.

D. Containers and Collection:

1. Contractor shall supply the MSW collection containers as needed to fulfill the needs of this agreement. The larger containers will be supplied by the Contractor for use at any City owned property.
2. Contractor shall supply the roll-off yard waste collection containers as needed to fulfill the needs of this agreement.
3. Contractor shall supply community recycling bins as needed to fulfill the needs of this agreement.
4. MSW containers and yard waste roll-offs shall be collected once a week.

Residential recycling containers shall be collected once a month. Community recycling bins shall be emptied once a week. The Contractor shall establish a schedule of garbage collection which shall occur between the hours of 7:00 a.m. and 4:30 p.m., Monday through Friday. Exceptions may only be made when the Contractor has determined that an exception is necessary to complete collection of an existing route due to weather or unusual circumstances or upon mutual agreement of the Contractor and the City. If the collection schedule changes, the Contractor shall provide written notice to each Customer of the day of the week their garbage will be collected. This notice shall also contain a brief description of what types of waste that are permitted and not permitted in the container.

5. The City reserves the right to have final approval of routes, transfer stations, and location of containers for pickup.

6. The Contractor may suspend garbage collections on any day that falls on a legal state or federal holiday, or because of inclement weather. Such suspended garbage collection must be completed by the Contractor within three (3) days.
7. The Contractor shall furnish all labor, materials, equipment and other necessary items or expertise required for the loading and hauling of garbage deposited in the containers as previously defined.
8. The Contractor shall maintain books and records that relate to the garbage service provided under this contract in an orderly fashion and keep them open for inspection by the City at any and all times during business hours.
9. The Contractor may decline to load garbage from any container for the following reasons:
 - Container not accessible to the Contractor's truck at the scheduled time of pick up;
 - Solid Waste is not inside the container; or
 - Solid Waste contains sharp objects, liquids, yard waste, green waste, hazardous waste, construction and demolition waste, bulky waste and white goods or other unacceptable waste materials that would not be accepted for disposal at the disposal facility.
10. Should the Contractor decline to load garbage, the Contractor shall inform the Customers and provide a written record to the City as soon as possible, but within two days, of the reason the garbage was not collected, i.e., hazardous waste, improper container placement, etc.
11. The Contractor shall receive and respond to all complaints regarding services provided under this Contract. A written copy of the response to complaints will be furnished to the City. Should a complaint be unresolved for longer than ten days,

the City will have the right to then demand resolution of the complaint within thirty days.

12. The City agrees that the Customers shall be responsible for the following:

- To ensure that the container is accessible to the Contractor according to the regularly scheduled pick up schedule;
- To keep the container in a neat, orderly fashion and for keeping the lid closed; and
- To be responsible for the cost of replacement of the container in the event same is intentionally damaged or destroyed, or burned as a result of the conduct of the Customer.

13. If the Contractor fails to collect garbage as provided for in the contract with the City, such as to constitute a material breach of the same, the City may, after notice to Contractor and right to cure, find an alternate provider to perform the collection. Contractor shall then be responsible, in addition to any other penalty provided for in the contract, including possible termination of the contract, for an additional penalty of one and a half times the pro-rated daily rate.

14. If the Contractor fails to perform in a satisfactory manner, or to perform according to applicable ordinances, the City may, upon thirty (30) day prior written notice and reasonable opportunity to cure, terminate this Contract, and make demands under the terms of the Performance Bond, Letter of Credit, or other Financial Instrument, as herein provided. Any notices given hereunder shall set forth with reasonable specificity the nature of the failure to perform.

15. All modifications or amendments of terms of this Contract must be in writing, approved by the City, signed by both parties, and attached to the original copies of the Contract maintained by both parties.

16. The Contractor shall keep his vehicles and equipment clean and in good working order at all times. Hydraulic leaks shall be repaired immediately and vehicles shall be kept washed and clean.

17. The Contractor agrees to maintain a local telephone number (or a toll-free number) for handling Customer concerns, problems, complaints, and relations during normal business operating hours.

E. Tipping Fees.

Contractor shall pay tipping fees for disposal of all the MSW collected under this Contract.

F. Consideration & Payment.

A. The City shall perform the monthly billing and collection of payments from all Customers.

B. The City shall make payment to the Contractor on a monthly basis.

G. Insurance and Responsibility for Damage Claims.

The Contractor agrees to indemnify and save harmless the City, its officers, employees and agents from and against all loss or expense by reason of liability imposed by law upon the City, its officers, employees and agents, for damage because of bodily injury, including death, sustained by any person or persons or on account of damage to property arising out of the performance of the work as set forth in the Contract documents. This

shall include all injuries or damages to property that are due, or claimed to be due, to the negligence of the Contractor, or his Sub-Contractors, his officers, employees or agents. The Contractor shall obtain and keep in force during the term of the Contract, (comprehensive general liability insurance, including, but not limited to, Contractual liability insurance, and comprehensive motor vehicle liability insurance. Said insurance shall provide coverage to the Contractor and any Sub-Contractor, performing work provided in this Contract. The coverage shall protect against all claims for personal injury, including accidental death, and claims of property damage which may arise from any act or omission of the Contractor or Sub-Contractor, or their respective agents or employees or by anyone directly or indirectly employed by any of them. Said coverage shall also protect the Contractor for all liability assumed by the Contractor under the terms of this Contract.

The minimum policy limits of such insurance shall be as follows:

COMPREHENSIVE GENERAL LIABILITY

\$500,000.00 per person

\$1,000,000.00 per accident

\$200,000.00 property damage

COMPREHENSIVE MOTOR VEHICLE LIABILITY

\$500,000.00 per person

\$1,000,000.00 per accident

\$200,000.00 property damage

Prior to the approval of the signed Contract, the Contractor shall furnish the City with proper certificates of the insurance policies issued evidencing the above insurance coverage has been issued for one year and shall do so annually for the duration of the Contract. Said certificates shall also establish that the Contractor has Workmen's Compensation Insurance in effect for the Contract period. Said insurance shall name the City as additional insured. The insurance carrier shall also certify to the City that written notice shall be given to the City at least ten (10) days prior to cancellation of any coverage set forth in said certificate.

A. Contractors Bond.

The Contractor shall furnish the City during the Term a performance bond, a letter of credit, or other financial instrument in the amount of Thirty Thousand Dollars (\$30,000.00) for the faithful performance of its duties under the provisions of this Contract.

B. Assignment and/or modification.

The City and Contractor agree that this Contract cannot be assigned, sold or modified without the express written consent of the City.

[Signature page on following page, Page 10]

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



10 D

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

MEMORANDUM

Date: December 12, 2019
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Contract finalization – Total CMAR \$4,660,103.92 for Outlaw Square

The Deadwood City Commission authorized a Construction Manager at Risk (CMAR) contract with Scull Construction for the design and construction of a public gather space known as Outlaw Square. On December 6, 2019 a well-attended grand opening and dedication was held for this project.

The City had budgeted \$4,000,000 for the square, \$400,000 for the City Creek retaining wall and \$400,000 for the Deadwood Street realignment for a total project cost of \$4,800,000.

Through the CMAR process an original contract was approved with supplemental amendments for different phases of the project. Below is a summary, amounts and dates of approved contracts.

	Amount	Date approved
Original Contract – Schematic Design pkg.	\$ 126,900.00	12/05/2018
Amendment #1 – Demo/Retaining Wall pkg.	\$ 645,352.00	01/07/2019
Amendment #2 – Design Development pkg.	\$ 297,760.00	02/19/2019
Amendment #3 - Foundation pkg.	\$ 478,366.00	04/15/2019

In May 2019, Scull Construction was able to commit to the guaranteed maximum price of \$4,800,000 with acknowledgement from the City Commission; however, amendment #4 was not formally submitted for approval and signatures by the City Commission.

To finalize the paperwork associated with this project, the City Commission must sign Contract Amendment #4, Change Orders #1 and #2 are attached to this memo along with a project cost summary. This is as follows:

Amendment #4 – Final Building & Site pkg.	\$ 3,020,746.00
Change order #1	\$ 34,026.07
Change Order #2	\$ 56,953.85
Total CMAR Contract Amount	\$ 4,660,103.92

Staff has reviewed the request as submitted and concurs with the project costs. Keeping the CMAR budget in check allowed for the purchase of the synthetic ice within the approved total project budget.

Outlaw Square CMAR Project Costs

City of Deadwood contract with Scull Construction

Total Project Budget (Gauranteed Maximum Price)	\$ 4,800,000.00	
	<i>Projected budget</i>	<i>Actual Costs</i>
Phase I Costs - Site Demo & Utilities	\$ 645,352.00	\$ 645,352.00
Phase II Costs - Foundation Package	\$ 478,366.00	\$ 478,366.00
Phase III Costs - Final Building & Site Package	\$ 3,017,886.00	\$ 3,020,746.00
Design/ Pre-construction Fees	\$ 462,519.00	\$ 424,660.00
Owner FFE - Synthetic Ice	\$ 147,860.00	\$ 147,860.00
Sub total costs	<u>\$ 4,751,983.00</u>	<u>\$ 4,716,984.00</u>
Release of Owner FFE - Synthetic Ice	\$ (147,860.00)	\$ (147,860.00)
Contract Amount with amendments	<u>\$ 4,604,123.00</u>	<u>\$ 4,569,124.00</u>
Change order #1		\$ 34,026.07
Change Order #2		\$ 56,953.85
Final Contract Amount with change orders		<u>\$ 4,660,103.92</u>

City Commission Approvals

		<i>Date approved</i>
Original Contract - Schematic pkg	\$ 126,900.00	12/05/2018
Amendment #1 - RW pkg	\$ 645,352.00	01/07/2019
Amendment #2 - Design pkg	\$ 297,760.00	02/19/2019
Amendment #3 - Foundation pkg	\$ 478,366.00	04/15/2019
Amendment #4 - final pkg	\$ 3,020,746.00	12/16/2019
Change order #1	\$ 34,026.07	12/16/2019
Change Order #2	\$ 56,953.85	12/16/2019
Final Approved Contract Amount	<u>\$ 4,660,103.92</u>	

Change Order #1

PCO #1	Water valve	\$ 3,621.09
PCO #2	Downtime	\$ 1,188.92
PCO #3	Concrete abutment	\$ 3,086.13
PCO #4	Concrete abutment	\$ 8,440.15
PCO #5	Sewerline	\$ 9,535.53
PCO #7	Footing	\$ 888.37
PCO #8	Sign Base	\$ 1,931.25
PCO #9	Deadmen	\$ 1,593.28
PCO #10	Concrete removal	\$ 4,767.76
PCO #11	Standby	\$ 905.27
PCO #13	RFP #2	\$ (1,931.68)
Total CO#1		<u>\$ 34,026.07</u>

Change Order #2

#1	Deduct PCO#4	\$ (8,440.15)
#2	Add contingency items	\$ 48,018.00
#3	Construction Admin	\$ 37,859.00
#4	Amendment #4 Reconcile	\$ (2,860.00)
#5	Site furnishings	\$ (17,623.00)
Total CO#2		<u>\$ 56,953.85</u>

Design Costs Total

Original Contract	\$ 126,900.00
Amendment #2	\$ 297,760.00
Change Order #2	\$ 37,859.00
	<u>\$ 462,519.00</u>

AIA® Document A141™ – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the 7th day of May in the year 2019 (the "Agreement")
(In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

Deadwood Gathering Space
21 Deadwood St
Deadwood, SD 57732

THE OWNER:

(Name, legal status and address)

City of Deadwood
South Dakota Municipality
102 Sherman St.
Deadwood, SD 57732

THE DESIGN-BUILDER:

(Name, legal status and address)

Scull Construction Service, Inc.
PO Box 7636
Rapid City, SD 57709

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

Init.

- ☐ Stipulated Sum, in accordance with Section A.1.2 below
- ☐ Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below
- ☒ Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

6.25% Fee of cost of Work. Change orders shall have 6% OH & 6% fee associated.

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed Three million twenty thousand seven hundred forty six (\$ 3,020,746.00), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

Contingency of this bid package will be added to contingency of Bid Package #1 & #2.

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide information below or reference an attachment.)

See attached Exhibit 'I'

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

§ A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

- a. The permit fees for this project are waived.

Init.

- b. Downtime for archeological investigations, or unforeseen conditions will be reimbursed.
Includes extended schedule/general conditions time.
- c. All V.E. items per bid breakdown dated 5/10/19 are accepted.

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the First day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the Thirtieth day of the same month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Owner receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

(Paragraphs deleted)

§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:

Init.

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

(Paragraphs deleted)

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Design-Builder's Fee, less retainage of Five percent (5.00 %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of Five percent (5.00 %) from that portion of the Work that the Design-Builder self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract or it's respective individual amendments and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or

Init.

notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work included in this amendment not later than () days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Date of commencement shall be at the completion of bid package #2. Weather delays shall be granted to extend this completion date. See Exhibit IV for schedule at Bid Time.

Portion of Work

Substantial Completion Date

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document

Title

Date

Pages

§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

As issued in Scull Construction Bid Package #3 – See attached Table of Contents Exhibit II

Section

Title

Date

Pages

§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

See attached list of drawings – Exhibit 3.

(Table deleted)

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Init.

Title

Date

Pages

Other identifying information:

N/A

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

Temporary Electrical (\$6,248.34)
Elastomeric Stucco Finish (\$5,000.00)

.2 Contingencies

Construction Contingency (\$131,952.00) Which equals to the sum of Bid Packages #1,2,&3.

§ A.3.1.6 Design-Builder's assumptions and clarifications:

2.2.4.1 The general conditions of the contract shall be a "lump sum" cost and shall not be applicable to overruns or underruns of the G.M.P.

2.2.4.2 Any cost savings realized in contract negotiations between Construction Manager and Suppliers and Subcontractors will be available to first be used in cost categories and budget line items that experience overruns, then the remaining savings shall be converted to contingency.

2.2.4.3 Generally, contingency items may include, but are not limited to weather, schedule elongation, material inflation, subcontractor default, subcontractor and supplier scope gap, and errors and omissions of the Design Team, Construction Manager, Subcontractors, and Suppliers.

2.2.4.4 Any remaining Contractor contingency will be equally split 50/50 between Construction Manager and the Owner

2.2.4.5 The Owner shall include in their budget, adequate contingency to cover items outside of the C.M Contingency. The C.M. Contingency shall not, unless agreed upon by the C.M, be used for any change order items. Not applicable to the C.M. Contingency.

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent

Init.

Steven Uttecht
605-545-2805
PO Box 7636
Rapid City, SD 57709

.2 Project Manager

Scott Edwards
720-341-7921
PO Box 7636
Rapid City, SD 57709

.3 Others

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

See Exhibit "I" for subcontractors. Suppliers are sole discretion of the Design/Builder.

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)
-----------------	------------------------------	---------------	---------------------

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

Init.

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

Init.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

Init.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

DESIGN-BUILDER (Signature)

(Printed name and title)

Init.

OUTLAW SQUARE

exhibit I

LINE

1	TOTAL PROJECT BUDGET:					4,800,000
2	PHASE I COSTS: Site Demo & Utilities					645,352
3	PHASE II COSTS: Foundation Package					478,366
4	PHASE III COSTS: Final Building & Site Package					3,017,886
5	DESIGN / PRE-CONSTRUCTION FEES:					462,519
6	Owner FFE - "Synthetic Ice Allowance"					147,860
7	PROJECT TOTAL					4,751,982
8						
			VALUE	APPROVED		
9	ITEM #1	ALT #1 Snow Melt System	110,593	yes		110,593
10	ITEM #2	ALT #2 Projector & Projection Screen Equipment	55,289	no		0
11	ITEM #3	Deduct Site Furnishings (Future Contingency)	-17,623	yes		-17,623
12	ITEM #4	Remove Tree Guards	-9,000	yes		-9,000
13	ITEM #5	VE option: Remove Bollards at Deadwood St.	-12,360	no		0
14	ITEM #6	VE Option: Recycled Brick Pavers - No Cleaning (needs reviewed/confirmed by mason)	-6,500	no		0
15	ITEM #7	VE Option: Non-Colored Mortar	-5,300	yes		-5,300
16	ITEM #8	VE Option: Eliminate Pot Feeder & Glycol Feeder for Snow Melt System	-3,834	yes		-3,834
17	ITEM #9	VE Option: No Insulation on Domestic Pex Piping	-4,990	yes		-4,990
18	ITEM #10	VE Option: Simplify Tree Grates (Coho)	-5,175	yes		-5,175
19	ITEM #11	VE Option: Stained Concrete vs Polished Concrete @ Bathrooms	-3,650	yes		-3,650
20	ITEM #12	VE Option: Simplify Controls Package	-10,503	yes		-10,503
21	ITEM #13	Phase I - Electrical Allowance Savings	-7,500	yes		-7,500
22	ITEM #14	Add Elastomeric Finish Coat @ Exposed Concrete Walls @ Gazebo & Silverado (allowance)	5,000	yes		5,000
23	ADDITIONAL SCOPE TOTAL					48,018
24	TOTAL PROJECT ESTIMATE:					4,800,000

OUTLAW SQUARE - PHASE III

exhibit I

Site Square Feet: 28,500
Revised: 3/22/2019

LINE

BID PACKAGES

BID DATE / TIME	BID PACKAGE	DESCRIPTION	SUBCONTRACTOR / COMMENTS	04/25/19 Bid Set
	1A	Surveying	Ferber	4,890
	1B	Material Testing	FMG	6,865
	1C	Final Cleaning	Macho Man	2,000
	1D	Traffic Control	RHS	3,750
	3B	Polished Concrete	Brown Stone	5,000
	4A	Masonry	WD Masonry	307,802
	5A	Structural Steel	All Metal	63,800
	6A	Rough Carpentry	SCS	299,500
	7A	Membrane Roofing	Black Hills Roofing	20,063
	7B	Metal Roofing	SCS	21,955
	7C	Asphalt Shingles	In BP #6A	0
	7D	Joint Sealants	Dakota Sealants	12,815
	8A	Aluminum Storefronts & Glazing	In BP #6A	0
	8B	Hollow Metal, Door, and Hardware	NCS	19,909
	9A	Gyp. Board Assemblies	Sand Drywall	24,754
	9B	Tiling	Ceramic Design	28,786
	9C	Acoustical Ceilings	Horst Acoustical	1,850
	9D	Flooring	Hills Interiors	5,381
	9E	Painting and Coating	WHP	40,000
	10A	Specialties	CBS / SCS	19,045
	10B	Exterior Signage	Owner Furnished	0
	11A	Water Fountain Equipment	In BP #22A	0
	22A	Plumbing	Streamline Plumbing	309,202
	23A	HVAC	Precision Mechanical	87,103
	26A	Electrical / Communications / AV	Conrad's Big C Electric	557,800
	31A	Sitework and Utilities	Quinn	149,000
	32A	Site Concrete	SCS	358,750
	32B	Landscaping / Synthetic Turf	Black Hills Landscape	167,150
	32C	Screen Fence and railings	All Metal	23,750
	32F	Site Specialties	In BP #32A	0
BID PACKAGE TOTAL				2,540,920
CONSTRUCTION MANAGERS GENERAL CONDITIONS				
		General Conditions		156,184
SUBTOTAL				2,697,103
FEE / INSURANCE / TAXES				
Rate	INSURANCE / BOND / TAXES			
0.00%	Building Permit Allowance			0
6.25%	Fee			168,569
0.07%	AGC			2,006
0.50%	Builders Risk			14,338
0.55%	Bond			15,851
2.04%	Excise Tax			59,117
2.00%	Construction Contingency			60,902
TOTAL COST OF CONSTRUCTION				3,017,886

DIVISION 2 – EXISTING CONDITIONS

SECTION 02 4119 SELECTIVE DEMOLITION (SITE)

DIVISION 3 - CONCRETE

SECTION 03 3543 POLISHED CONCRETE FINISHING

DIVISION 4 - MASONRY

SECTION 04 2113 BRICK MASONRY

4 7200 CAST STONE MASONRY

DIVISION 5 - METALS

SECTION 05 5000 METAL FABRICATIONS

5 5213 PIPE AND TUBE RAILINGS

5 7300 DECORATIVE METAL RAILINGS

DIVISION 6 - WOOD AND PLASTICS

SECTION 06 1000 ROUGH CARPENTRY

6 1053 MISCELLANEOUS ROUGH CARPENTRY

06 1323 HEAVY TIMBER FRAMING

06 1500 WOOD DECKING

6 1733 WOOD I-JOISTS

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

SECTION 07 1113 BITUMINOUS DAMPPROOFING

7 2100 THERMAL INSULATION

07 2500 WEATHER BARRIERS

07 2600 VAPOR RETARDERS

07 4113.13 FORMED METAL ROOF PANELS

07 5423 THERMOPLASTIC POLYOLEFIN (TPO) ROOFING

07 6200 SHEET METAL FLASHING AND TRIM

078413 PENETRATION FIRESTOPPING

7 9200 JOINT SEALANTS

DIVISION 8 - OPENINGS

SECTION 08 1113 HOLLOW METAL DOORS AND FRAMES

081416 FLUSH WOOD DOORS

8 5200 WOOD WINDOWS

8 7100 DOOR HARDWARE

DIVISION 9 - FINISHES

SECTION	09 2900	GYPSUM BOARD
	9 3000	CERAMIC TILING
	09 5113	ACOUSTIC PANEL CEILINGS
	09 6513	RESILIENT BASE AND ACCESSORIES
	09 6519	RESILIENT TILE FLOORING
	09 9000	PAINTING

- 09 9300 STAINING AND TRANSPARENT FINISHES
- 9 9600 HIGH PERFORMANCE COATINGS

DIVISION 10 - SPECIALTIES

- SECTION 10 1400 SIGNAGE
 - 10 2113.19 PLASTIC TOILET COMPARTMENTS
 - 10 2800 TOILET, BATH & LAUNDRY ACCESSORIES
 - 10 4400 FIRE EXTINGUISHERS AND CABINETS

DIVISION 11 - EQUIPMENT

NOT USED

DIVISION 12 - FURNISHINGS

- SECTION 12 9300 SITE FURNISHINGS

DIVISION 13 – SPECIAL CONSTRUCTION

- SECTION 13 1213 EXTERIOR FOUNTAINS

DIVISION 20 – GENERAL REQUIREMENTS (MECHANICAL)

- SECTION 20 0500 COMMON WORK RESULTS FOR MECHANICAL SYSTEMS
 - 20 0501 MECHANICAL SUBMITTAL REQUIREMENTS
 - 20 0510 MECHANICAL HANGERS AND SUPPORTS
 - 20 0513 COMMON MOTOR REQUIREMENTS FOR EQUIPMENT
 - 20 0520 MECHANICAL VALVES
 - 20 0550 MECHANICAL IDENTIFICATION
 - 20 0700 MECHANICAL INSULATION
 - 20 1000 MECHANICAL PIPING

DIVISION 21 - FIRE SUPPRESSION

NOT USED

DIVISION 22 - PLUMBING

- SECTION 22 0519 METERS AND GAGES FOR PLUMBING PIPING
 - 22 0520 VALVES FOR PLUMBING
 - 22 0700 PLUMBING INSULATION
 - 22 1116 DOMESTIC WATER PIPING
 - 22 1119 DOMESTIC WATER PIPING SPECIALTIES

22 1123	DOMESTIC WATER PUMPS
22 1316	SANITARY WASTE AND VENT PIPING
22 1319	SANITARY WASTE PIPING SPECIALTIES
22 1413	STORM DRAINAGE PIPING
22 1423	STORM DRAINAGE PIPING SPECIALTIES
22 3300	ELECTRIC DOMESTIC WATER HEATERS
22 4200	COMMERCIAL PLUMBING FIXTURES
22 4213.13	COMMERCIAL WATER CLOSETS
22 4213.16	COMMERCIAL URINALS
22 4216.13	COMMERCIAL LAVATORIES
22 4216.16	COMMERCIAL SINKS

DIVISION 23 - HEATING VENTILATING AND AIR CONDITIONING (HVAC)

SECTION	23 0519	METERS AND GAGES FOR HVAC PIPING
	23 0593	TESTING, ADJUSTING, AND BALANCING FOR HVAC
	23 0700	HVAC INSULATION
	23 0900	DIRECT DIGITAL CONTROL (DDC) SYSTEM FOR HVAC
	23 0910	DIRECT DIGITAL CONTROL (DDC) INPUT AND OUTPUT
	23 0993	SEQUENCE OF OPERATIONS FOR HVAC CONTROLS
	23 1123	NATURAL GAS PIPING
	23 2113	HYDRONIC PIPING (ALTERNATE)
	23 2116	HYDRONIC PIPING SPECIALTIES (ALTERNATE)
	23 2123	HYDRONIC PUMPS (ALTERNATE)
	23 2300	REFRIGERANT PIPING
	23 2500	HVAC WATER TREATMENT (ALTERNATE)
	23 3113	METAL DUCTS
	23 3400	HVAC FANS
	23 3713	DIFFUSERS, REGISTERS, AND GRILLES
	23 3723	HVAC GRAVITY VENTILATORS
	23 5100	BREECHINGS, CHIMNEYS AND STACKS
	23 5216	CONDENSING BOILERS (ALTERNATE)
	23 5416	GAS-FIRED FURNACES
	23 5533	GAS-FIRED UNIT HEATERS
	23 7200	AIR-TO-AIR ENERGY RECOVERY EQUIPMENT
	23 8126	SPLIT-SYSTEM AIR CONDITIONERS

- 23 8240 ELECTRIC UNIT HEATERS
- 23 8316 SNOW MELT HYDRONIC PIPING (ALTERNATE)

DIVISION 26 - ELECTRICAL

- SECTION 26 0000 GENERAL ELECTRICAL PROVISIONS
 - 26 0003 UNDERGROUND ELECTRICAL SERVICES
 - 26 0519 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
 - 26 0526 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
 - 26 0529 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
 - 26 0533 RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS
 - 26 0553 IDENTIFICATION FOR ELECTRICAL SYSTEMS
 - 26 2416 PANELBOARDS
 - 26 2726 WIRING DEVICES
 - 26 2813 FUSES
 - 26 2816 ENCLOSED SWITCHES AND CIRCUIT BREAKERS
 - 26 5100 INTERIOR LIGHTING
 - 26 5600 EXTERIOR LIGHTING

DIVISION 27 - COMMUNICATIONS

- SECTION 27 0528 PATHWAYS FOR COMMUNICATIONS SYSTEMS
 - 27 1100 COMMUNICATIONS EQUIPMENT ROOM FITTINGS
 - 27 1500 COMMUNICATIONS HORIZONTAL CABLING

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY

NOT USED

DIVISION 31 - EARTHWORK

- SECTION 31 1100 SITE CLEARING
 - 31 2000 EARTH MOVING

DIVISION 32 - EXTERIOR IMPROVEMENTS

- SECTION 32 1123 AGGRAGATE BASE COURSE
 - 32 1313 SITE WORK CONCRETE
 - 32 1316 DECORATIVE CONCRETE PAVING
 - 32 1373 CONCRETE PAVING JOINT SEALANTS
 - 32 1416 BRICK UNIT PAVING

32 1813 SYNTHETIC TURF SURFACING FOR LANSCAPING
32 3119 DECORATIVE METAL FENCES
32 8400 PLANTING IRRIGATION
32 9300 PLANTS

DIVISION 33 - UTILITIES

SECTION 33 4100 STORM UTILITY DRAINAGE
PIPING 33 4600 SUBDRAINAGE

DRAWING LIST**GENERAL**

G101 COVER SHEET

CIVIL

C600 DEADWOOD STREET TYPICAL SECTIONS
 C601 DEADWOOD STREET PLAN AND PROFILE
 C602 DEADWOOD STREET CURB AND GUTTER LAYOUT
 C603 SITE UTILITIES
 C604 SPECIAL DETAILS
 C605 STANDARD DETAILS
 C606 DEADWOOD STREET CROSS SECTIONS
 C607 DEADWOOD STREET CROSS SECTIONS

LANDSCAPING

L100 SITE LAYOUT PLAN
 L101 SITE GRADING
 L102 SITE AMENITY & FINISHES PLAN
 L103 LANDSCAPE PLAN
 L104 IRRIGATION PLAN
 L200 SITE DETAILS
 L201 SITE DETAILS
 L202 SITE DETAILS
 L203 SITE DETAILS
 L204 SITE DETAILS
 L205 SITE DETAILS
 L206 PLANTING DETAILS
 L207 IRRIGATION DETAILS

FOUNTAIN

F1.00 DISCHARGE PIPING SCHEMATIC
 F2.00 SUCTION PIPING SCHEMATIC
 F3.00 ELECTRICAL SCHEMATIC
 F3.10 POWER SUPPLY & BONDING DETAILS
 F4.00 VAULT AND MECHANICAL DETAILS
 F4.01 EQUIPMENT INSTALLATION DETAILS
 F4.10 NOTES

ARCHITECTURAL

A001 NOTES, SYMBOLS, ABBREVIATIONS AND WALL TYPES
 A101 FIRST FLOOR PLAN
 A102 GAZEBO PLANS AND DETAILS
 A121 REFLECTED CEILING PLAN
 A141 ROOF PLAN
 A161 INTERIOR FINISH PLAN
 A201 EXTERIOR ELEVATIONS
 A301 ENLARGED FLOOR PLANS
 A401 INTERIOR ELEVATIONS
 A402 INTERIOR ELEVATIONS
 A501 SECTIONS
 A505 STAIR PLANS, SECTIONS & DETAILS
 A511 WALL SECTIONS
 A512 WALL SECTIONS
 A601 ARCHITECTURAL DETAILS
 A602 ARCHITECTURAL DETAILS
 A603 ARCHITECTURAL DETAILS
 A604 ARCHITECTURAL DETAILS
 A605 INTERIOR DETAILS
 A641 ROOF DETAILS
 A701 DOOR & WINDOW TYPES & SCHEDULE
 A702 DOOR & WINDOW DETAILS
 A741 COLOR SCHEDULE

DRAWING LIST**STRUCTURAL**

S001 STRUCTURAL GENERAL NOTES
 S002 IBC INSPECTION TABLES
 S003 IBC INSPECTION TABLES CONT. LEGEND & ABBREVIATIONS
 S004 SNOW SLIDING AND STAGE RIGGING PLAN
 S101 FOUNDATION & FLOOR SLAB PLAN - MAIN LEVEL
 S102 GAZEBO FOUNDATION & ROOF PLANS & SECTIONS
 S201 RESTROOM BUILDING ROOF & MID STAGE FRAMING PLAN
 S202 STAGE ROOF FRAMING PLAN
 S301 STAGE TRUSS ELEVATION VIEW
 S302 STAGE TRUSS ELEVATION CONNECTIONS DETAILS
 S401 STANDARD DETAILS
 S501 SECTIONS
 S502 SECTIONS
 S503 SECTIONS
 S504 SECTIONS
 S505 SECTIONS

MECHANICAL

M000 MECHANICAL LEGEND AND SHEET INDEX
 M001 MECHANICAL SITE PLAN
 M002 MECHANICAL SNOWMELT PLAN - ALTERNATE #1
 M100 UNDERFLOOR PLUMBING PLAN
 M101 PLUMBING PLAN
 M102 MECHANICAL ROOF PLAN
 M201 HVAC PLAN
 M202 SNOWMELT PIPING PLAN - ALTERNATE #1
 M301 MECHANICAL DETAILS
 M302 MECHANICAL DETAILS
 M303 MECHANICAL SNOWMELT DETAILS - ALTERNATE #1
 M401 MECHANICAL SCHEDULES
 ME101 MECHANICAL/ELECTRICAL SCHEDULES
 ME102 MECHANICAL/ELECTRICAL SCHEDULES
 ME103 MECHANICAL/ELECTRICAL SCHEDULES - ALTERNATE #1

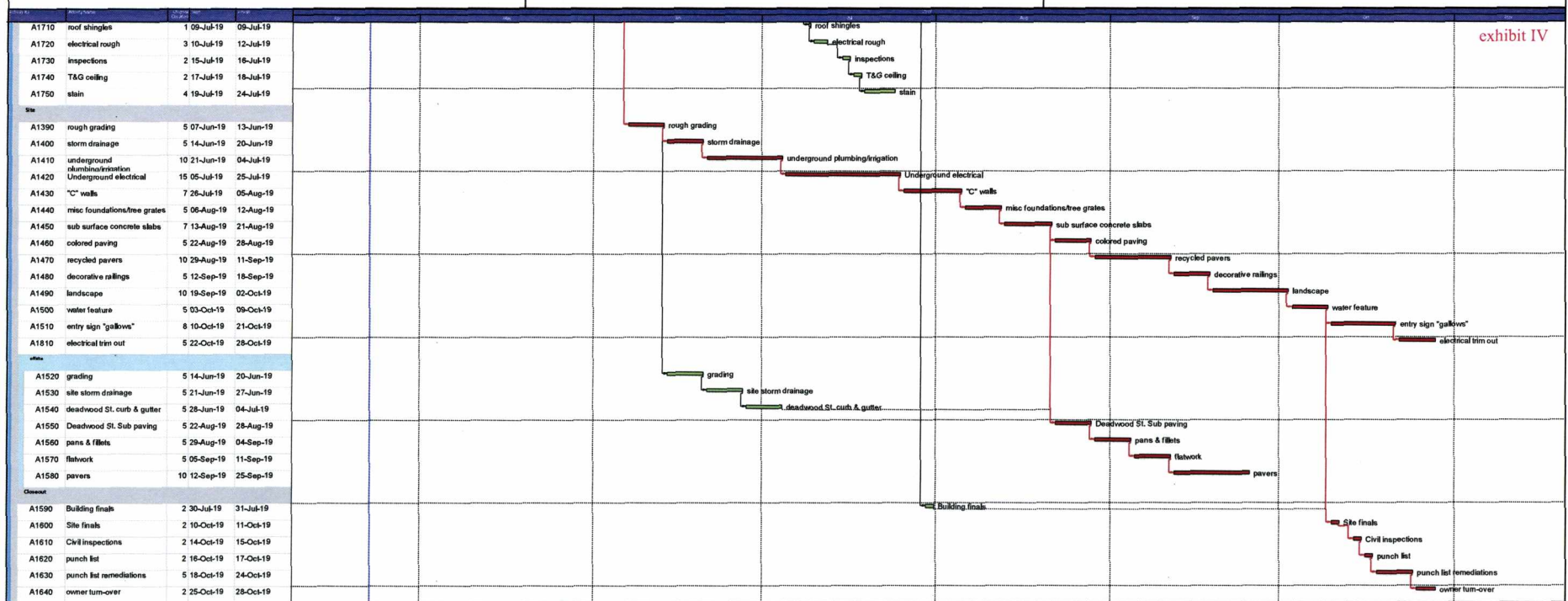
ELECTRICAL

E000 ELECTRICAL LEGEND AND SHEET INDEX
 ED001 ELECTRICAL SITE DEMOLITION PLAN
 E001 SITE LIGHTING PLAN
 E002 SITE POWER PLAN
 E003 SITE SYSTEMS PLAN
 E101 LIGHTING PLAN
 E201 POWER PLAN
 E301 SYSTEMS PLAN
 E400 ELECTRICAL SCHEDULES
 E401 ELECTRICAL SCHEDULES
 E500 ELECTRICAL RISER DIAGRAM AND DETAILS
 E501 ELECTRICAL PANEL SCHEDULES
 E600 ELECTRICAL DETAILS
 E601 ELECTRICAL DETAILS
 E602 ELECTRICAL DETAILS
 ME-101 MECHANICAL/ELECTRICAL SCHEDULES
 ME-102 MECHANICAL/ELECTRICAL SCHEDULES
 ME-103 MECHANICAL/ELECTRICAL SCHEDULES - ALTERNATE #1

AV

AV001 AV INDEX
 AV002 AV LAYOUT
 AV003 AV BLOCK DIAGRAM
 AV004 PROJECTOR, SCREEN, AND STAGE DETAILS
 AV005 RACK ELEVATION AND POWER DETAILS
 AV006 AUDIO LINE DRAWING
 AV007 CONTROL SYSTEM LINE DRAWING
 AV008 STAGE LIGHTING LINE DRAWING
 AV009 VIDEO SYSTEM LINE DRAWING
 AV010 RACK POWER LINE DRAWING
 AV011 AV LINE DRAWING
 AV100 AV PIN LAYOUTS





**AIA**[®]**Document G701[™] – 2017****Change Order**

PROJECT: (Name and address)
 Outlaw Square
 703 Main Street
 Deadwood SD 57732

CONTRACT INFORMATION:
 Contract For: General Construction
 Date:

CHANGE ORDER INFORMATION:
 Change Order Number: 001
 Date: July 11, 2019

OWNER: (Name and address)
 City of Deadwood
 100 Sherman St
 Deadwood, SD 57732

ARCHITECT: (Name and address)
 Chamberlain Architects
 725 St Joseph St, Suite B1
 Rapid City, SD 57701

CONTRACTOR: (Name and address)
 Scull Construction
 803 Industrial Ave
 Rapid City, SD 57702

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

PCO #1 - Add \$3,621.09 - Water Valve add/Main adjustment/traffic control
 PCO #2 - Add \$1,188.92 - Excavator downtime (Archeologists) BP#1
 PCO #3 - Add \$3,086.13 - Remove existing concrete abutment #1
 PCO #4 - Add \$8,440.15 - Remove Existing concrete abutment #2 (street light)
 PCO #5 - Add \$9,535.53 - Sewer line replacement
 PCO #7 - Add \$888.37 - Remove theatre footing
 PCO #8 - Add \$1,931.25 - Remove sign base/concrete mass
 PCO #9 - Add \$1,593.28 - Remove cable deadmen found at box culvert
 PCO #10 - Add \$4,767.76 - Remove retaining wall in new building footprint
 PCO #11 - Add \$905.27 - Stand by for historic retaining wall
 PCO #12 - Add \$0.00 - RFP #1 - TO CONTINGENCY
 PCO #13 - Deduct (\$1,931.68) - RFP #2

The original Contract Sum was	\$ 4,569,124.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 4,569,124.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 34,026.07
The new Contract Sum including this Change Order will be	\$ 4,603,150.07

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Chamberlain Architects

ARCHITECT (Firm name)

SIGNATURE

Brad Burns, Architect

PRINTED NAME AND TITLE

DATE

Scull Construction Services, Inc.

CONTRACTOR (Firm name)

SIGNATURE

Scott Edwards, PM

PRINTED NAME AND TITLE

DATE

City of Deadwood

OWNER (Firm name)

SIGNATURE

Kevin Kuchenbecker, Owner Rep

PRINTED NAME AND TITLE

DATE



AIA® Document G701™ – 2017

Change Order

PROJECT: (Name and address)
201883 - Outlaw Square

CONTRACT INFORMATION:
Contract For: General Construction
Date:

CHANGE ORDER INFORMATION:
Change Order Number: 002
Date:

OWNER: (Name and address)
City of Deadwood
102 Sherman Street
Deadwood, SD 57732

ARCHITECT: (Name and address)
Chamberlin Architects, P.C.
725 St Joseph Street Suite B1
Rapid City, SD 57701

CONTRACTOR: (Name and address)
Scull Construction Service, Inc.
P.O. Box 7636
Rapid City, SD 57709

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

- #1 - Deduct PCO#4 (Moved to Contingency) - (\$8,440.15)
- #2 - Add items not included in Amendment #4 - \$48,018.00
- #3 - Add construction administration (Design) - \$37,859.00
- #4 - Amendment #4 Reconcile - (\$2,860.00)
- #5 - Deduct from contingency, lost for site furnishings - (\$17,623.00)

The original Contract Sum was	\$ 4,569,124.00
The net change by previously authorized Change Orders	\$ 34,026.07
The Contract Sum prior to this Change Order was	\$ 4,603,150.07
The Contract Sum will be increased by this Change Order in the amount of	\$ 56,953.85
The new Contract Sum including this Change Order will be	\$ 4,660,103.92

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Chamberlin Architects, P.C.

Scull Construction Service, Inc.

City of Deadwood

ARCHITECT (Firm name)

CONTRACTOR (Firm name)

OWNER (Firm name)

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

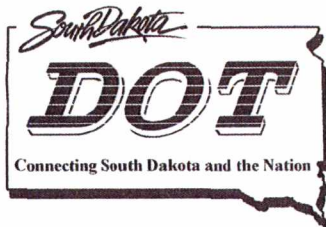
PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE



Department of Transportation
Division of Planning/Engineering
Right of Way Office
700 E Broadway Avenue
Pierre, South Dakota 57501-2586
Phone: (605) 773-3746
Fax: (605) 773-5867

December 6, 2019

City of Deadwood
Attn: Bob Nelson Jr.
108 Sherman Street
Deadwood, SD 57732

Dear Bob,

The South Dakota Department of Transportation has declared the following property to be excess:

Lot S and Lot H1 in Lot S Shamrock Subdivision, Pluma Area; Lot M-1 of the Subdivision of Placer 107 North of the right of way of Highway 85 that lies westerly of the main track of the Chicago, Burlington and Quincy Railroad (formerly the Deadwood Central Railroad) in Pluma Area; Lot M and M-2 and Lots H1 of Lot M and M-2 of the subdivision of Mineral Survey No. 107; Lot 1 being a portion of the Hunter, M.S. 1295; all located in Deadwood, Lawrence County, South Dakota.

The property contains 2.07 acres located in the southwest Deadwood city limits and north of the Hwy 85/385 intersection. Zoning is Commercial Highway.

As a South Dakota governmental entity, the city of Deadwood is offered the opportunity to purchase the above property for the appraised value of \$229,000.

Please notify this office at your earliest convenience of your purchase decision. If yes, also include the owner name and address to be placed on the deed.

Full payment is requested payable to SD Dept. of Transportation prior to a Quit Claim Deed recording.

If you have any questions, please call 605-773-3710.

Sincerely,

Scott Pretzer
Department of Transportation
Property Manager

attachment: Plats of H1 Lots; Map; Access Easement

5N 3E
Section: 27

Lawrence County

LOT 1
0.55 ACRES

LOT M
1.15 ACRES

LOT M2
0.03 ACRES

LOTS + M1
0.12 ACRES

H1 LOTS 0.22 ACRES

Not Property

Access Easement

385

85

US HWY 85

5N 3E
34

Parcel No. 70

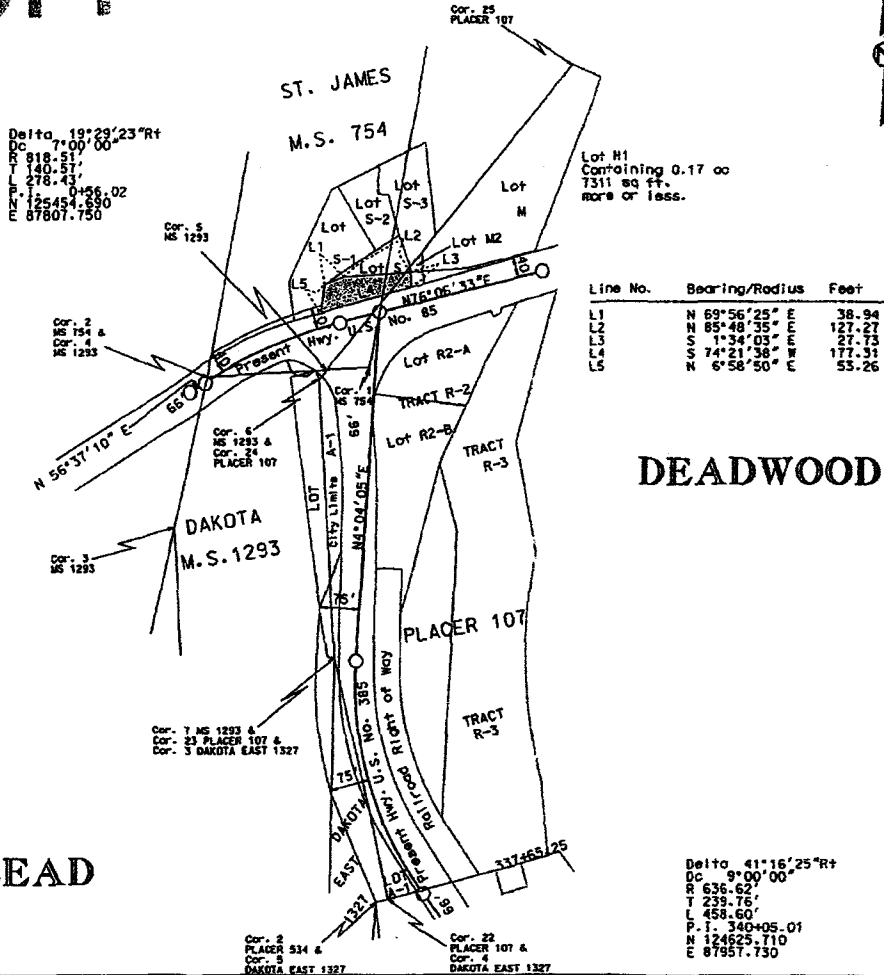
PLAT OF LOT HI

Showing a tract of land to be acquired for highway purposes in Lot S of the Shamrock Lots, consisting of a portion of M.S. 754 and M.S. 1295 and all of Lot M-1 of the Subdivision of M.S. 107, all located in the S2 of Section 27 - Township 5 North - Range 3 East of the Black Hills Meridian, City of Deadwood for construction of Project No. P-BRF 0385(4)115

LAWRENCE COUNTY, SOUTH DAKOTA

Scale: 1 inch = 200 feet

COPY



LEAD

DEADWOOD

The State of South Dakota, acting by and through the Department of Transportation and the State Transportation Commission, owner of Lot HI as shown above, do hereby join in and approve the survey and plat of land as represented and shown on the above plat; and the land therein represented and designated as Lot HI containing 0.17 acres, more or less, as shown and represented by said survey and plat, is hereby intended for and dedicated to the public for a public highway.

Witness my hand and seal on this 4 day of Sept 2001.

State of South Dakota
Acting by and through the Department of Transportation
and the State Transportation Commission
[Signature]
SECRETARY, SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION

Drawn By: *[Signature]* Date: 10-6-00
Checked By: *[Signature]*

SURVEYOR'S CERTIFICATE

I, MICHAEL A. JORDAN, Registered Land Surveyor, in and for the State of South Dakota, do hereby certify that as shown by the South Dakota State Transportation Commission the tract of land as shown on this plat has been surveyed at my direction and under my control and the tract of land shall be hereafter known by the lot number designated herein. The location and dimensions of the tract are shown on the plat.

In witness whereof, I have set my hand and seal this 11th day of May A.D. 2001.

[Signature]
Registered Land Surveyor
Registration No. 5353



OFFICE OF REGISTER OF DEEDS

State of South Dakota
County of Lawrence
Filed for record the 5 day of September A.D. 2001 at 3:53 P.M. and recorded in Book of Plats 3353 on Page 1
Doc. # 2001-4513 thereon.

0566

Doc. # 2001-4513 PAGE 1 OF 1

348p2

Parcel No. 71

PLAT OF LOTS HI

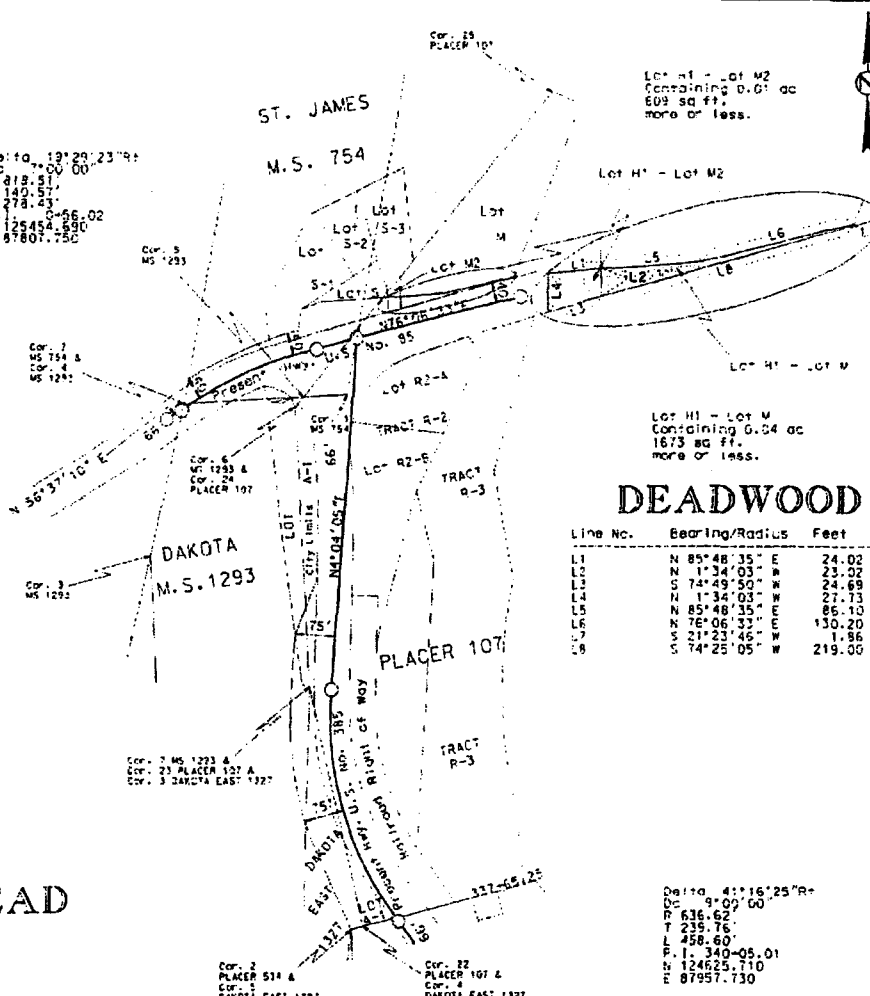
Showing a tract of land to be acquired for highway purposes in
Lot N and Lot M-2 of the
Subdivision of Placer 107
for construction of Project No. R-BP 038514115

LAWRENCE COUNTY, SOUTH DAKOTA

Scale: 1 inch = 200 feet

COPY

Delta: $19^{\circ}29'23''R$
Dc: $00'00''$
R: $318.51'$
T: $140.51'$
S: $278.43'$
E: $578.07'750$



Lot H1 - Lot M2
Containing 0.61 ac
more or less.

Lot H1 - Lot M
Containing 0.04 ac
more or less.

DEADWOOD

Line No.	Bearing/Radius	Feet
L1	N 85°48'35" E	24.02
L2	N 1°34'03" W	23.02
L3	S 74°49'50" W	24.69
L4	S 1°34'03" W	27.13
L5	N 85°48'35" E	86.10
L6	N 76°06'33" E	130.20
L7	S 21°23'46" W	1.86
L8	S 74°25'05" W	219.00

LEAD

Delta: $41^{\circ}16'25''R$
Dc: $9^{\circ}09'00''$
R: $636.62'$
T: $235.76'$
S: $458.60'$
E: $1340-05.01$
S: 124625.110
E: 87957.730

The State of South Dakota, acting by and through the Department of Transportation and its State Transportation Commission, owner of Lots H1 as shown above, do hereby join in and approve the survey and plat of land as represented and shown on the above plat, and the land therein represented and designated as Lots H1 containing 0.05 acres, more or less, as shown and represented by said survey and plat, is hereby intended for and dedicated to the public for a public highway.

Witness my hand and seal on this 4 day of Sept. 2001.

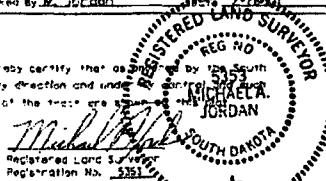
State of South Dakota
Department of Transportation
Secretary, South Dakota Department of Transportation

Drawn By: Darin Gray
Checked By: M. Jordan

SURVEYOR'S CERTIFICATE

I, MICHAEL A. JORDAN, Registered Land Surveyor, in and for the State of South Dakota, do hereby certify that the above plat, as shown on the above plat, has been surveyed at my direction and under my supervision, and the location and dimensions of the tract of land shall be hereafter known by the lot number designated herein, the location and dimensions of the tract are shown on the above plat.

In witness whereof, I have set my hand and seal this 11th day of May, A.D. 2001.



OFFICE OF REGISTER OF DEEDS

State of South Dakota
County of LAWRENCE
Filed for record the 5 day of September, A.D. 2001, at 3:54 P.M., and recorded in Book of Deeds
No. 2001-4514, Page 1 of 1
0566 Fee: 1.00 Recorder of Deeds
Sharon R. Jordan



Doc #: 2019-05500
Date: 12/02/2019 10:02:00
Sheree L. Green
Register of Deeds
Lawrence Co. - Fee \$20.00

ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION (Grantor) of postal address 700 East Broadway Avenue, Pierre, South Dakota 57501, for good and valuable considerations, the receipt and sufficiency of which is acknowledged, does by these presents GRANT AND CONVEY an easement for right of way across the property known as:

Lot H-1 of Lot S of the Shamrock Lots and over and across Lot S of the Shamrock Lots, consisting of a portion of M.S. 754 and M.S. 1295 and all of Lot M-1 of the Subdivision of M.S. 107, all located in the S1/2 of Section 27, Township 5 North, Range 3 East of the B.H.M., City of Deadwood, Lawrence County, South Dakota.

This grant of easement allows the owners (Grantees) of the following adjacent properties the right to use the access road as shown on attached Exhibit A:

M.S. 754 Lot S-1A ex H1 (.02 ac) of the Shamrock Lots of St. James Lode also known as Parcel ID 30900-00754-000-01 consisting of 0.70 acre;

M.S. 754 Lot S-2A of the Shamrock Lots of St. James Lode & a portion of M.S. 1295 also known as Parcel ID 30900-00754-000-02 consisting of 0.34 acre; and

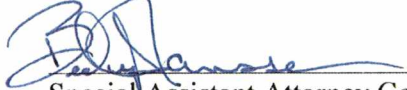
M.S. 754 Lot S-3A of the Shamrock Lots of St. James Lode & a portion of M.S. 1295 also known as Parcel ID 30900-00754-000-03 consisting of 0.45 acre.

This grant of easement is subject to the condition that the access road shall be maintained in a good and workmanlike manner, insofar as is practical.

The right granted in this agreement shall be possessed and enjoyed by grantees, their successors and assigns, provided the access road pursuant to this agreement is maintained and operated by grantees, its successors or assigns.

This grant of easement is subject to the further condition that the Grantees will indemnify and hold harmless Grantor from any and all claims for damage arising out of the maintenance of said access road.

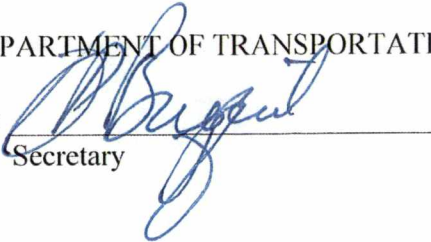
APPROVED AS TO FORM:



Special Assistant Attorney General

DEPARTMENT OF TRANSPORTATION

By:

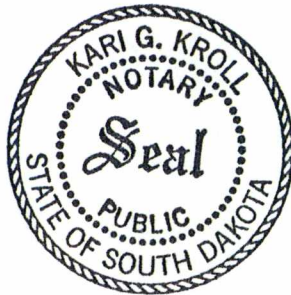


Secretary


ACKNOWLEDGEMENT

STATE OF SOUTH DAKOTA)
COUNTY OF HUGHES)

On this 26th day of November in the year 2019, before me a Notary Public within and for said County and State, personally appeared Darin Bergquist, known to me to be the person who described in, and who executed the within instrument, and acknowledged to me that he executed the same.



(SEAL)


Notary Public

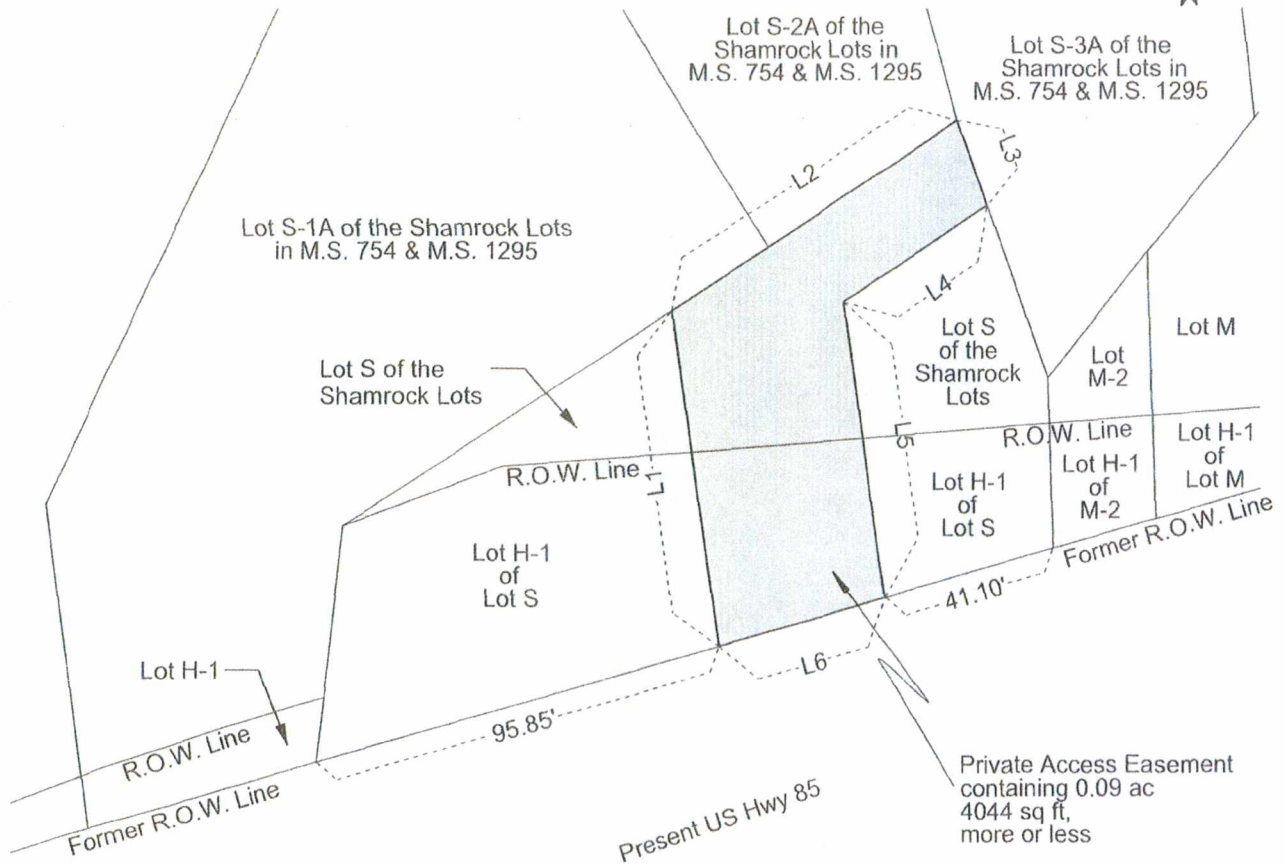
My commission expires 02/25/25

EXHIBIT A

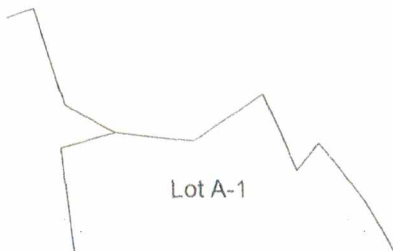
Showing a permanent easement to be dedicated for private access

Located over and across Lot H-1 of Lot S of the Shamrock Lots and over and across Lot S of the Shamrock Lots, Consisting of a portion of M.S. 754 and M.S. 1295 and all of Lot M-1 of the Subdivision of M.S 107, all located in the S1/2 of Section 27 - Township 5 North - Range 3 East of the Black Hills Meridian, City of Deadwood
LAWRENCE COUNTY, SOUTH DAKOTA

Not to Scale

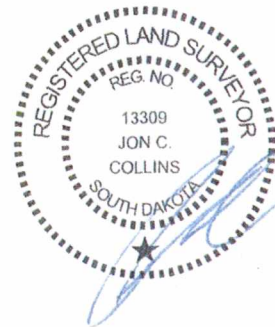


	Bearing		Length
L1	N	07° 54' 05" W	75.89
L2	N	57° 28' 25" E	79.13
L3	S	20° 03' 27" E	20.49
L4	S	57° 27' 58" W	39.88
L5	S	07° 54' 05" E	66.81
L6	S	74° 25' 05" W	40.36



Present US Hwy 385

R.O.W. Line
Lot R2-A



-----Original Message-----

From: Pretzer, Scott

Sent: Thursday, December 5, 2019 1:37 PM

To: Bob Nelson Jr.

Cc: Carlson, Mike; Seaman, Todd (DOT)

Subject: DOT property offer to city of Deadwood

DOT would look to have a public auction sale if the city declines to purchase.

Auction sale would go to high bidder, but a minimum bid of \$229,000 is required to start the auction.

-----Original Message-----

From: Pretzer, Scott

Sent: Thursday, December 5, 2019 1:10 PM

To: Bob Nelson Jr.

Cc: Carlson, Mike; Seaman, Todd (DOT)

Subject: DOT property offer to city of Deadwood

Hi Bob,

SD Department of Transportation has appraised 2.07 acres of excess property located in the southwest Deadwood city limits and north of the Hwy 85/385 intersection.

Appraised value is \$229,000 and the city of Deadwood has first opportunity to purchase (see attachments).

Please share this purchase offer with other pertinent city of Deadwood representatives.

Thank you!

Jessicca McKeown

From: Bob Nelson Jr.
Sent: Thursday, December 5, 2019 1:42 PM
To: Jessicca McKeown
Subject: FW: DOT property offer to city of Deadwood

Would you please include the email below for the commission to see? RE: The last agenda item I brought over. Thank you!

Bob

-----Original Message-----

From: Pretzer, Scott [mailto:Scott.Pretzer@state.sd.us]
Sent: Thursday, December 5, 2019 1:37 PM
To: Bob Nelson Jr.
Cc: Carlson, Mike; Seaman, Todd (DOT)
Subject: DOT property offer to city of Deadwood

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Please share this purchase offer with other pertinent city of Deadwood representatives.

Thank you!

**AMENDED
RESOLUTION NO. 2019-36
RESOLUTION OF INTENT TO ESTABLISH
BUSINESS IMPROVEMENT DISTRICT #9**

WHEREAS, the City of Deadwood has received a petition for the creation of Business Improvement District #9 pursuant to SDCL 9-55 as amended, and requesting the City of Deadwood adopt a Resolution of Intent to establish Business Improvement District #9 and impose an occupational tax on the transient guests of the following lodging establishments within the City of Deadwood and a general occupation tax on linear front footage on the following non-lodging establishments within the City of Deadwood; and

WHEREAS, it appearing to the City of Deadwood that proposed Business Improvement District #9 is being created to fund the following public project: Main Street revitalization efforts focusing on the promotion and operation of the Outlaw Square.

NOW THEREFORE BE IT RESOLVED by the City of Deadwood that the City hereby declares its intent to establish Business Improvement District #9 with the boundaries to be the following lodging and non-lodging establishments in the City of Deadwood. Any lodging or non-lodging establishments not listed can become a part of this District and included in the boundaries of the District by petition and approval of the City Council.

Transient Commercial Property Owners-hotels & motels

Group 1

BH Inn & Suites	206 Shadow Lane
Celebrity Hotel	629 Main Street
Deadwood Cottages	390 Main Street
Deadwood Cottages	388 Main Street
Deadwood Rentals	36 Water Street
Trucano B & B	124 Charles Street

Group 2

Cadillac Jack's/Doubletree By Hilton	360 Main Street
Deadwood Mountain Grand/ Holiday Inn Resort	1906 Deadwood Mountain Drive
Deadwood Station	68 Main Street
First Gold Hotel	270 Main Street
Gold Country Inn	801 Main Street
Holiday Inn Express	22 Lee Street

Hotel by Gold Dust	23 Lee Street
Silverado Franklin	709 Main
SpringHill Suites by Marriott	322 Main
Tru Hotel by Hilton	372 Main
Tin Lizzie's Hampton Inn	555 Main Street
Travelodge Inn and Suites	250 Main Street
Iron Horse Inn	27 Deadwood
Bullock Hospitality	633-635 Main Street
Hickok's Hotel & Casino	685 Main Street

Non-Transient Commercial Property Owners

Black Hills Novelty, LLC	69 Sherman
Wayne Morris	696 Main Street
Wild Hog, LLC DWD Harley	681 Main Street
Patchstop, LLC	666 Main Street
The Pink Door	596 Main Street
RE Center of DWD	11 Charles Street
David Barth	29 Lee Street
Madam Peacock's	638 Main Street
Berg Jewelry and Gift	650 Main Street
Jacobs Gallery	670 Main Street

BE IT FURTHER RESOLVED that the City of Deadwood declares its intent to establish an occupational tax to be imposed on transient guests renting rooms in the above described lodging establishments. The amount of the tax shall be \$2 per occupied room per night for Group 1 and \$1 per occupied room per night for Group 2, which shall not apply or be imposed on any transient guest who has been offered a room by a lodging establishment on a complimentary basis and for which no room fee or rent was charges for such room.

BE IT FURTHER RESOLVED that the City of Deadwood declares its intent to establish a general occupation tax based on the linear front footage of the above described non-lodging establishments. The amount of the tax shall be \$50 per month for each non-lodging establishment which has 30 or less linear feet of front footage, and shall be \$75 per month for each non-lodging establishment with more than 30 linear front footage feet.

The Total estimated or proposed cost for the above projects and activities is projected to be \$250,000 annually, with the revenues from the occupancy tax and the general occupation tax to fund some or all of the above projects and activities; and be it further

RESOLVED that a hearing shall be held before the Deadwood City Commission on Monday, December 16th, 2019 at the Deadwood City Commission Chambers located at 102 Sherman Street in the City of Deadwood, South Dakota, to consider the amendment of Business Improvement District #9 and the imposition of a \$2 per room occupancy tax on transient guests for rooms rented by Group1 and a \$1 per room occupancy tax on transient guests for rooms rented by Group 2 by the above lodging establishments, and the imposition of \$50 per month for each non-lodging establishment above with 30 or less linear feet of frontage, and \$75 per month for each non-lodging establishment above with more than 30 linear feet of frontage.

The City Finance Officer shall give notice of this hearing by mailing complete copy of this Resolution of Intent to each of the owners of the lodging establishments and non-lodging establishments listed above and located within the proposed Business Improvement District #9.

Dated this 16th day of December, 2019.

David Ruth Jr., Mayor

Jessicca McKeown, Finance Officer



220 22nd Avenue East, Suite 106, Alexandria, MN 56308 • Phone: 320-763-7600 • Fax: 320-763-9600

Municipality of Deadwood
102 Sherman Street
Deadwood, SD 57732

Enclosed you will find finance documentation for your recent equipment purchase. Please review, sign, and date all the enclosed documents. Be sure to completely list your insurance information. Do not alter documents in any way.

Please return the following items to my attention:

- ☐ Government Obligation Contract
- ☐ Exhibit A – Description of Equipment
- ☐ Exhibit B – Payment Schedule
- ☐ Exhibit C – Acceptance of Obligation
- ☐ Exhibit D – Obligor Resolution
- ☐ Exhibit E – Officer's Certificate
- ☐ Exhibit F – Payment Request and Equipment Acceptance Form
- ☐ Exhibit G – Signature Card
- ☐ Exhibit H – Obligor Acknowledgement
- ☐ Exhibit I – Bank Qualified Certificate (if bank qualified)
- ☐ Insurance Requirements
- ☐ Debit Authorization – (Preferred)
- ☐ IRS 8038-G
- ☐ Copy of Sales Tax Exemption certificate – please provide if applicable

Include in the return documentation a check in the amount of **\$250.00** made payable to Lease Servicing Center, Inc. dba National Cooperative Leasing. This is your one-time documentation fee of \$250.00

Please call me at 320-763-7600 with any questions you may have and thank you for your business. We hope to continue to work with your company for many years to come. Please let us know if we can be of any assistance in the future!

Sincerely,

Tim Goetsch

Enclosures

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. **Please sign in blue ink and print on single sided paper only.** Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (320) 763-7600.

I. Attached Documentation

1. **Government Obligation Contract**
 - ◆ An authorized individual that is with the Obligor should sign on the first space provided. **All original signatures are required for funding.**
2. **Exhibit A – Description of Equipment**
 - ◆ Review equipment description. Complete serial number/VIN if applicable.
 - ◆ List the location where the equipment will be located after delivery/installation.
3. **Exhibit B – Payment Schedule**
 - ◆ Sign and print name and title
4. **Exhibit C - Acceptance of Obligation**
 - ◆ Sign and print name and title
5. **Exhibit D - Obligor Resolution**
 - ◆ Type in the date of the meeting in which the purchase was approved.
 - ◆ Print or type the name and title of the individual(s) who is authorized to execute the Contract.
 - ◆ The secretary, chairman or other authorized board member of the Obligor must sign the Resolution where indicated.
 - ◆ A second authorized individual that is with the Obligor should attest the Resolution where indicated.
6. **Exhibit E - Officer's Certificate**
 - ◆ Sign and print name and title
 - ◆ Please list the Source of Funds for the Contract Payments.
7. **Exhibit F - Payment Request & Equipment Acceptance Form**
 - ◆ Do Not Return until you need to request funds from the Vendor Payable Account.
8. **Exhibit G - Signature Card**
 - ◆ Sign and print name and title
 - ◆ An additional individual may sign as an authorized individual, if desired.
9. **Exhibit H - Obligor Acknowledgement**
 - ◆ Complete information as indicated.
10. **Exhibit I - Bank Qualified Certificate**
 - ◆ Sign and print name and title
11. **Insurance Requirements**
 - ◆ Complete insurance company contact information where indicated.
12. **Debit Authorization – (Preferred)**
 - ◆ Complete form and attach a voided check

II. Condition to Funding

If, for any reason: (i) the required documentation is not returned by February 3, 2020, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligatee or its assignees; then Obligatee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Lease Servicing Center, Inc. dba National Cooperative Leasing AOIA is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

All documentation should be returned to:
 Lease Servicing Center, Inc. dba National Cooperative Leasing
 220 22nd Avenue, Suite 106
 Alexandria, Minnesota 53608

GOVERNMENT OBLIGATION CONTRACT

Obligor

Municipality of Deadwood, South Dakota
102 Sherman Street
Deadwood, South Dakota 57732

Obligee

Lease Servicing Center, Inc. dba National Cooperative Leasing
220 22nd Avenue East, Suite 106
Alexandria, Minnesota 56308

Dated as of December 15, 2019

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

- "Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.
- "Budget Year" means the Obligor's fiscal year.
- "Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.
- "Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.
- "Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.
- "Contract Term" means the Original Term and all Renewal Terms.
- "Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.
- "Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.
- "Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- "Obligee" means the entity originally listed above as Obligee or any of its assignees.
- "Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.
- "Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.
- "Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.
- "Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.
- "Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.
- "State" means the state which Obligor is located.
- "Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.
- "Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit G. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligatee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligatee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligatee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligatee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligatee hereunder have been received, Obligatee will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligatee then Obligatee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligatee as provided herein and conveyed to Obligatee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligatee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligatee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligatee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligatee, then Obligatee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligatee with a certificate of Insurance which lists the Obligatee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligatee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligatee from liability and property damage in any form and amount satisfactory to Obligatee.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligatee with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligatee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligatee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligatee or its assignees. Obligor shall furnish to Obligatee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligatee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligatee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligatee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligatee for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligatee that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligatee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligatee such documents as Obligatee may request to evidence the passage of legal title to the Equipment to Obligatee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligatee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligatee, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligatee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligatee. All of Obligatee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligatee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligatee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligee shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligee is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligee or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligee deems necessary or appropriate to protect Obligee's interest in the Equipment and in this Contract. Obligor shall allow Obligee to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligee that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligee may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligee, unless Obligee agrees in writing to an extension of time. Obligee will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligee under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligee.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligee shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligee may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligee may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligee as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligee may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligee has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligee may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligee for all costs incurred by Obligee in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) **Surrender:** The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligee in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligee to a location accessible by common carrier and designated by Obligee. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligee all tangible items constituting such software. At Obligee's request, Obligor shall also certify in a form acceptable to Obligee that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligee and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) **Delivery:** The Equipment and any additional collateral shall be delivered to the location designated by the Obligee by a common carrier unless the Obligee agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligee's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligee. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligee the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) **Condition:** When the Equipment is surrendered to the Obligee it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligee to sell or lease it to a third party and be free of all liens. If Obligee reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligee may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligee for all amounts reasonably expended in connection with the foregoing.
- (d) **Storage:** Upon written request by the Obligee, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligee. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligee shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Vendor Payable Account

Section 10.01 Establishment of Vendor Payable Account. On the date that the Obligee executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligee agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Obligee selects that is acceptable to Obligor (including Obligee or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Obligee of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit F attached hereto, Obligor authorizes Obligee to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Obligee.

Section 10.02 Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Obligee that all the down payment funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligee at the time this transaction was submitted for credit approval by the Obligor to the Obligee.

Section 10.03 Disbursement upon Non-Appropriation or Default. If an event of non-appropriation or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligee and Obligor will have no interest therein.

Section 10.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

Section 10.05 Recalculation of Contract Payments. Upon payment of a portion of the Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Oblige based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Oblige shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Oblige and Obligor.

XI. **Miscellaneous**

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Oblige or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Oblige's satisfaction, and Oblige has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Oblige and Obligor and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Oblige and Obligor. Furthermore, Oblige reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Oblige for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Oblige and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Oblige. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 11.08 Entire Writing. This Contract constitutes the entire writing between Oblige and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Oblige and will not apply to this Contract.

Oblige and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

Municipality of Deadwood, South Dakota

Lease Servicing Center, Inc. dba National Cooperative Leasing

Signature

Printed Name and Title

Signature

Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of December 15, 2019, between Lease Servicing Center, Inc. dba National Cooperative Leasing (Obligee) and Municipality of Deadwood, South Dakota (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

One (1) Mack Granite Dump Truck

Physical Address of Equipment after Delivery :

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of December 15, 2019, between Lease Servicing Center, Inc. dba National Cooperative Leasing (Obligee) and Municipality of Deadwood, South Dakota (Obligor)

Date of First Payment: June 1, 2020
 Original Balance: \$144,879.02
 Total Number of Payments: Five (5)
 Number of Payments Per Year: One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	01-Jun-20	\$32,207.32	\$3,022.88	\$29,184.44	\$120,813.68
2	01-Jun-21	\$32,207.32	\$5,142.14	\$27,065.18	\$91,771.68
3	01-Jun-22	\$32,207.32	\$3,939.20	\$28,268.12	\$61,968.78
4	01-Jun-23	\$32,207.32	\$2,682.80	\$29,524.52	\$31,385.04
5	01-Jun-24	\$32,207.32	\$1,370.56	\$30,836.76	\$0.00

Municipality of Deadwood, South Dakota

Signature

Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT C

ACCEPTANCE OF OBLIGATION
TO COMMENCE CONTRACT PAYMENTS UNDER EXHIBIT B

RE: Government Obligation Contract dated as of December 15, 2019, between Lease Servicing Center, Inc. dba National Cooperative Leasing (Obligee) and Municipality of Deadwood, South Dakota (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Acceptance of Obligation to commence Contract Payments with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract.
2. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A;
3. The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price;
4. Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Obligor on the date of execution of the Contract, Obligor hereby warrants that:

- (a) Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract;
- (b) immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor's final acceptance of the Equipment by delivering to Obligee the "Payment Request and Equipment Acceptance Form" in the form set forth in Exhibit F attached to the Contract;
- (c) in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-appropriation or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract;
- (d) regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

Municipality of Deadwood, South Dakota

Signature

Printed Name and Title

EXHIBIT D

OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of December 15, 2019, between Lease Servicing Center, Inc. dba National Cooperative Leasing (Obligee) and Municipality of Deadwood, South Dakota (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of December 15, 2019, between Municipality of Deadwood, South Dakota (Obligor) and Lease Servicing Center, Inc. dba National Cooperative Leasing (Obligee).
2. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s): _____

(Typed or Printed Name and Title of individual(s) authorized to execute the Contract)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: _____

(Signature of Secretary, Board Chairman or other member of the Governing Body)

Printed Name & Title: _____

(Printed Name and Title of individual who signed directly above)

Attested By: _____

(Signature of one additional person who can witness the passage of this Resolution)

Printed Name & Title: _____

(Printed Name of individual who signed directly above)

EXHIBIT E

OFFICER'S CERTIFICATE

RE: Government Obligation Contract dated as of December 15, 2019, between Lease Servicing Center, Inc. dba National Cooperative Leasing (Obligee) and Municipality of Deadwood, South Dakota (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Officer's Certificate with respect to the above referenced Contract. I hereby certify that:

1. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
2. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
3. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
4. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
5. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

Municipality of Deadwood, South Dakota

Signature

Printed Name and Title

EXHIBIT F

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of December 15, 2019, between Lease Servicing Center, Inc. dba National Cooperative Leasing (Obligee) and Municipality of Deadwood, South Dakota (Obligor)

In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is \$_____ and this amount is consistent with the Contract between Obligor and vendor.
2. Payment is to be made to: Payee: _____
3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the vendor, (2) copy of the Contract between Obligor and vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing Lease Servicing Center, Inc. dba National Cooperative Leasing and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment.
4. No amount listed in this exhibit was included in any such exhibit previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor's specifications and accepted for all purposes.
7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
8. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

Email: tgoetsch@lscfinancial.com

Please call (320) 763-7600 if you have any questions.

Municipality of Deadwood, South Dakota

Signature

Printed Name and Title

EXHIBIT G

SIGNATURE CARD

RE: Government Obligation Contract dated as of December 15, 2019, between Lease Servicing Center, Inc. dba National Cooperative Leasing (Obligee) and Municipality of Deadwood, South Dakota (Obligor)

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from Municipality of Deadwood, South Dakota.

Municipality of Deadwood, South Dakota

Signature

Printed Name and Title

Signature of additional authorized individual (optional) of Obligor

Signature

Printed Name and Title

EXHIBIT H
OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of December 15, 2019, between Lease Servicing Center, Inc. dba National Cooperative Leasing (Obligee) and Municipality of Deadwood, South Dakota (Obligor)

Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Obligor will immediately notify Obligee if any of the information listed above is changed.

EXHIBIT I

BANK QUALIFIED CERTIFICATE

RE: Government Obligation Contract dated as of December 15, 2019, between Lease Servicing Center, Inc. dba National Cooperative Leasing (Obligee) and Municipality of Deadwood, South Dakota (Obligor)

Whereas, Obligor hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Contract is executed by making the following designations with respect to Section 265 of the Internal Revenue Code of 1986, as amended (the "Code"). (A "Bank Qualified Issuer" is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations other than "private activity bonds" as defined in Section 141 of the Code, excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code, during the calendar year).

Now, therefor, Obligor hereby designates this Contract as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Code, the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code and excluding certain "qualified 501(c)(3) bonds" as defined in Section 145 of the Code) in an amount greater than \$10,000,000.

Municipality of Deadwood, South Dakota

Signature

Printed Name and Title

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:

Municipality of Deadwood, South Dakota
102 Sherman Street
Deadwood, South Dakota 57732

Certificate Holder:

Lease Servicing Center, Inc. dba National Cooperative Leasing AOIA
220 22nd Avenue East, Suite 106
Alexandria, Minnesota 56308

1. Equipment Description

- ◆ One (1) Mack Granite Dump Truck
- ◆ Please include all applicable VIN's, serial numbers, etc.

2. Deductible

- ◆ The deductible amounts on the insurance policy should not exceed \$20,000.00.

3. Physical Damage

- ◆ All risk coverage to guarantee proceeds of at least \$144,879.02.

4. Liability

- ◆ Minimum Combined Single Limit of \$1,000,000.00 on bodily injury and property damage.

5. Additional Insured and Loss Payee

- ◆ Lease Servicing Center, Inc. dba National Cooperative Leasing AOIA (and/or Its Assigns) MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to: Email: tgoetsch@lscfinancial.com

Please complete the information below and return this form along with the Contract.

Municipality of Deadwood, South Dakota

Insurance Company: _____

Agent's Name: _____

Telephone #: _____

Fax #: _____

Address: _____

City, State Zip: _____

Email: _____



SALES AGREEMENT

DATE

Dec 09, 2019

Butler Machinery Company, 3401 - 33rd Street S, Fargo, North Dakota 58104 Phone:701-280-3100

PURCHASER		CITY OF DEADWOOD			
STREET ADDRESS		102 SHERMAN ST		<SAME>	
S O L D	CITY/STATE	DEADWOOD, SD	COUNTY	LAWRENCE	S H I P
	POSTAL CODE	57732-1309	PHONE NO.	605-578-3082	
T O	EQUIPMENT	ROBERT NELSON JR - PHONE NO. 605-578-2082			T O
	PRODUCT SUPPORT	ROBERT NELSON JR - PHONE NO. 605-578-2082			
INDUSTRY CODE:		GOVT. - CITY - MUNICIPAL (950)		PRINCIPAL WORK CODE	
CUSTOMER NUMBER		C21825		Sales Tax Exemption # (if applicable) 466000091	
				CUSTOMER PO NUMBER	
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)					
T E R M S	NET PAYMENT ON INVOICE		<input type="checkbox"/>	CASH	<input type="checkbox"/>
				FINANCIAL SERVICES	<input checked="" type="checkbox"/>
				CONTRACT	<input type="checkbox"/>
				LEASE	<input type="checkbox"/>
CASH WITH ORDER		BALANCE TO FINANCE		\$121,674.69	CONTRACT INTEREST RATE 3.60
PAYMENT PERIOD		ANNUAL	PAYMENT AMOUNT	\$19,027.47	NUMBER OF PAYMENTS 5
					OPTIONAL BUY-OUT
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED					
MAKE: CATERPILLAR		MODEL: 918M		YEAR: 2019	
STOCK NUMBER: M025778		SERIAL NUMBER: 0H2600785		APPROX HOURS: 28	
				NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>	
918M WHEEL LOADER		STEERING, STANDARD		SERIALIZED TECHNICAL MEDIA KIT	
LANE 3 ORDER		CAB, DELUXE, SINGLE BRAKE		HEATER, ENGINE COOLANT, 120V	
PREP PACK, EMC		SEAT, DELUXE		LIGHTS, CAB, WORKING HALOGEN	
ENGINE, C4.4, T4F, HRC		SEAT BELT, RETRACTABLE 2"		WORKTOOL, WIRING	
FUEL, STANDARD		CAMERA, REAR VIEW		ALARM, BACK-UP	
POWERTRAIN, HI RIMPULL, 24MPH		FEATURE PKG, ROAD & LOAD, HL		RADIO, AM/FM BLUETOOTH	
VALVE, DRAIN, ECO		HEATER AND AIR CONDITIONER		TOOL BOX	
LOADER, FUSION CPLR, HIGH LIFT		SECURITY SYSTEM, NONE		BUCKET, GP, 2.5 YD3, FUSION, BOCE	
HYDRAULICS, 3V/1L, HIGH LIFT		TIRES, 20.5 R25, MK, XHA2		RUST PREVENTATIVE APPLICATOR	
3V QUICK DISCONNECT PUSH FIT		FENDERS, STANDARD, 20.5 TIRES		RORO W/RIMS W/TIRES.	
BATTERY, HEAVY DUTY		ENGINE COOLANT, STANDARD			
LIGHTS, ROADING, RH DIP		HYDRAULIC OIL, STANDARD			
PRODUCT LINK, CELLULAR, PL641		INSTRUCTIONS, ANSI			
TRADE-IN EQUIPMENT				SELL PRICE	
MODEL: 928F - CATERPILLAR(AA) YEAR: 1994 SN: 2XL00527				\$138,174.69	
VALUE: 16,500.00 PAYOUT TO: AMOUNT: PAID BY:				EXT WARRANTY	
MODEL: YEAR: SN:				Included	
VALUE: PAYOUT TO: AMOUNT: PAID BY:				LESS TRADE ALLOWANCE	
MODEL: YEAR: SN:				(\$16,500.00)	
VALUE: PAYOUT TO: AMOUNT: PAID BY:				BALANCE DUE	
MODEL: YEAR: SN:				\$121,674.69	
VALUE: PAYOUT TO: AMOUNT: PAID BY:				EXCLUSION OF PRODUCT WARRANTY	
1. EXCLUSION OF IMPLIED WARRANTIES: BUTLER MACHINERY COMPANY / NCRL LLC, as Seller, and the above Buyer agree that any IMPLIED WARRANTIES OR MERCHANTABILITY or IMPLIED WARRANTY OR FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, except for any express written warranties applicable hereto, are EXCLUDED from this transaction by BUTLER MACHINERY COMPANY / NCRL LLC AND ANY OF THEIR AFFILIATES and shall not apply to any product sold hereunder.					
2. Buyer further agrees that his SOLE AND EXCLUSIVE remedy, if any, against BUTLER MACHINERY COMPANY / NCRL LLC AND ANY OF THEIR AFFILIATES and Manufacturer shall be as contained in any express written warranty applicable hereto, if any. To the extent applicable, Buyer acknowledges that he has received, read, understands and accepts the terms contained therein. The Buyer agrees that no other remedy (including but not limited to claims for LOST PROFITS, INCIDENTAL CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, PUNITIVE, ECONOMIC OR INCIDENTAL LOSS) shall be available to him or any of his successors or assignees.					
<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY				<input type="checkbox"/> USED EQUIPMENT WARRANTY	
INITIAL				INITIAL	
The customer acknowledges that he has received a copy of the BUTLER MACHINERY COMPANY / NCRL LLC/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 12 Months Standard Warranty excluding mileage 918-60 MO/3000 HR POWERTRAIN + HYDRAULICS + TECH					
When equipment covered by this order is used, BUYER AFFIRMS AND ACKNOWLEDGES THAT HE HAS EXAMINED THE EQUIPMENT and is buying the equipment "AS IS" and with NO OTHER REPRESENTATIONS OR WARRANTIES, unless otherwise specified in writing below. Warranty applicable:					
CSA:					
NOTES:					

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

Accepted by BUTLER MACHINERY COMPANY / NCRL LLC at Fargo, ND

PURCHASER

BY

DATE

APPROVED AND ACCEPTED ON

CITY OF DEADWOOD

PURCHASER

TITLE

BY

SIGNATURE

SALESMAN

Beau Riopel

TITLE

BUYER

BUTLER MACHINERY COMPANY / NCRL LLC

210715-01

THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **Acceptance.** Seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance. This order when accepted by Seller shall become a binding contract but shall be subject to strike, lock-outs, accidents, fire, delays in manufacture or transportation, acts of God, embargos, or governmental or administrative action or any other causes beyond the control of Seller whether the same as or different from the matters and things hereinbefore specifically enumerated, and any of said causes shall absolutely absolve Seller from any liability to Buyer under the terms hereof.
2. **Security Interest.** Unless the machinery is paid for in full in cash at time of delivery, Buyer grants and Seller retains a continuing security interest in such machinery within the meaning of the Uniform Commercial Code together with all and any substitutions, additions or accessions, and in any and all proceeds from the use, sale, exchange or disposal thereof (collectively, the "Equipment"). Buyer, prior to or after delivery, specifically agrees to enter into and execute a Financing Statement, or statements, and a Security Agreement with Seller, the entire balance of the purchase price shall, solely at Seller's option, become due and payable, and Seller shall have all remedies available to it provided for and set out in the Uniform Commercial Code, and, solely at Seller's option, this order may be treated by Seller as a Security Agreement insofar as the law allows and insofar as Seller's security interest is perfected. Buyer further agrees to execute and deliver to Seller any other Notes, or evidences of indebtedness that may be required by Seller. However, any Note taken herewith shall evidence indebtedness only and is not to be considered or construed to be payment for said Equipment.
3. **Risk of Loss/Delivery.** Seller's responsibility for shipment ceases upon delivery to a carrier for shipment to Buyer and Buyer shall bear the risk of loss at such point, including, but not limited to, any claims for shortages, delays or damages occurring thereafter, all of which shall be made by the Buyer direct to the carrier. Buyer shall make any claims against the Seller for shortages in shipments within fifteen days after receipt of shipment and absent such claims Buyer will be deemed to acknowledge receipt in full.
4. **Insurance.** If the Equipment is not paid for in full at time of delivery, Buyer shall, at Buyer's cost, keep the Equipment insured against all risks and perils customarily covered under "all risk" policies including, but not limited to, loss or damage by theft, vandalism, malicious mischief, fire, flood, windstorm, and explosion, and with an extended coverage endorsement covering all such other risks and perils in an amount satisfactory to Seller in which Seller is named as mortgagee and loss payee, and shall furnish proof of such coverage satisfactory to Seller, which shall not be cancelable without thirty day's written notice to Seller.
5. **Buyer's Representations and Warranties.** To induce Seller to enter into this order, Buyer represents, warrants and covenants as follows: (a) if Buyer is a corporation, then it is duly organized, existing and in good standing under the laws of the state of its incorporation and it has full power and authority to enter into this order; and the execution, delivery and performance of this order have been duly authorized; (b) if Buyer is a limited liability company, then it is duly organized and existing under the laws of its state of organization/formation and it has the full power and authority to enter into this order; and the execution and delivery of this order on behalf of Buyer by the person whose signature appears on this order, and the performance of this order, have been duly authorized; (c) if Buyer is a partnership, then it has full power and authority to enter into this order and the execution, delivery and performance of this order have been duly authorized by all of the partners of the partnership; (d) if Buyer is an individual, then he or she has full power and authority to enter into this order; (e) this order has been duly entered into and delivered and constitutes a legal, valid and binding obligation of Buyer enforceable in accordance with its terms; and (f) all financial statements, certificates or other information submitted to Seller concerning Buyer's financial condition, are in all respects accurate, true and complete.
6. **Events of Default.** If the Equipment is not paid for in full at time of delivery, the occurrence of any of the following Events of Default shall, solely at the option of the Seller and without necessity for demand or notice, constitute a default hereunder, entitling Seller to pursue its remedies under Section 7 of this order: (a) if Buyer fails to pay any of the installments of the Secured Obligations when and as due and payable, or to accept delivery of any of the Equipment or has made any untrue representation to Seller in connection with this transaction; (b) if Buyer does any act or makes any use of the Equipment that is prohibited by this order, or otherwise violates any provision hereof; (c) if the Equipment is levied on, seized or attached; (d) if Buyer sells or disposes of any of the Equipment without Seller's permission, or becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against or if a receiver is appointed for, Buyer or any guarantor or endorser of the Secured Obligations; (e) if any default shall occur under any other agreement between Seller and Buyer; (f) if, in the opinion of Seller, either the market value or the actual value of the Equipment is insufficient to provide an adequate margin of security with respect to the Secured Obligations; or (g) if Seller shall reasonably deem itself insecure or in good faith believes that the prospect of payment or performance is impaired and Buyer fails, on Seller's demand, to provide additional security satisfactory to Seller.
7. **Remedies of Default.** Upon the occurrence of an Event of Default, Seller may, solely at its option, exercise any or all of the following rights and remedies, all of which shall be cumulative to the greatest extent permitted by applicable law: (a) if the default results from Buyer's failure to do or perform any of the acts, or things required to be done, by Buyer under the terms of this order, Seller may do and perform any such acts on the Buyer's behalf, and all money advanced or paid by Seller in doing so shall be added to and be deemed a part of the balance due hereunder and shall be subject to a finance charge calculated at the same rate as the finance charge set forth on the reverse side hereof; (b) Seller may without notice elect to accelerate and treat the entire remaining balance, together with all late and delinquency charges, as immediately due and payable; (c) Seller may require Buyer to store the Equipment, at Buyer's own cost and risk, on behalf of Seller, and such storage shall be in such a manner as to prevent any deterioration of the Equipment, and shall be for a reasonable time pending the sale or other disposition of the Equipment; (d) Seller may avail itself of any or all remedies provided by the laws of the state in which the Equipment is located or by the laws of the State of North Dakota; and (e) Seller shall be entitled to recover from Buyer Seller's fees and expenses, including but not limited to attorneys' fees and expenses, and reasonable expenses of retaking, holding, preparing for sale or lease, selling or leasing the Equipment and its bond premiums and court costs. All amounts in default shall bear interest and finance charges as provided herein from the date of default until paid in full.
8. **USED MACHINE WARRANTY AND DISCLAIMER OF WARRANTIES.** The Seller agrees to stand _____ per cent of the cost of labor and material for repairs made by, or approved in advance by Seller, to correct mechanical failure, due to defective parts or workmanship, which prevents USED equipment sold pursuant to this order from functioning normally during the first _____ service meter units or _____ days, whichever comes first, of operation, dated from day of delivery. The cost, if any, of transporting said used machine from and to the Seller's place of business shall be paid by the Buyer. This warranty is void unless claim is made by Buyer to Seller within three (3) days after discovery of the defect upon which the claim is based. This warranty shall not apply to parts made unserviceable due to lack of lubrication, neglect, abuse, improper operation, application, or installation by Buyer, overwork, or for normal wear and tear. (In addition to any other items that are not covered by this warranty, tires and undercarriage components are not covered by this warranty.) No guarantee is made or authorized by Seller, other than that set forth above. Seller, not being the manufacturer of the machine, nor the manufacturer's agent, makes no warranty against patent or latent defects in material, workmanship or capacity of the Equipment, nor warranty that the Equipment will satisfy any requirements of any law, rule, specification or contract which provides for specific equipment or operators, or special methods; all liabilities arising therefrom are assumed by Buyer at its sole risk and expense. **THIS USED EQUIPMENT WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND SELLER DOES NOT MAKE AND HEREBY DISCLAIMS ANY AND ALL SUCH OTHER WARRANTIES.** If the blank items are not filled in or marked "N/A", SELLER DOES NOT MAKE ANY WARRANTY, USED OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES; AND NO CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS SHALL BE AVAILABLE TO BUYER.
9. **WARRANTY WORK AT OTHER THAN REGULAR TIME HOURS.** Under the terms of this order Seller is obligated to make warranty repairs during regular working hours at regular time labor rates. If, at the request of Buyer, such warranty repairs are performed during overtime hours, Seller shall charge Buyer the difference between amounts computed at Seller's regular time rates and overtime labor rates and shall be paid this amount by Buyer as a condition of this order.
10. **Liability and Indemnification.** Seller shall not be held liable or responsible for any damages, whether on account of personal injuries or otherwise suffered or sustained in the operation of said machine, nor for any damages resulting to Buyer by reason of any delays or any alleged failure of any machine to operate. Buyer shall defend, indemnify and hold harmless Seller, its subsidiary and affiliated companies, their officers, agents and employees, from and against all loss liability, claim, action or expense including reasonable attorney's fees by reason of bodily injury including death, and property damage, sustained by any person or persons, including but not limited to employees of Buyer, as a result of the maintenance, ownership, use, operation, storage, erection, dismantling, servicing or transportation of Equipment or Buyer's failure to comply with this order.
11. **Waivers.** Any forbearance, failure or delay by Seller in the exercise of any right, power or remedy hereunder shall not be deemed to be a waiver of any such right, power or remedy, and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof. Every right, power and remedy of Seller shall continue in full force and effect until such right, power or remedy is specifically waived in writing by Seller.
12. **General.** It is agreed that (a) time is of the essence; (b) this order may be assigned by Seller without notice to Buyer; (c) Buyer may not assign this order without Seller's consent, which may be withheld at Seller's sole discretion; (d) this order constitutes the entire agreement between Buyer and Seller in respect to the delivery and sale of the Equipment and it is expressly agreed that there are no promises or understandings outside of this order and that no agent or salesperson has authority to obligate Seller to any undertakings, conditions or terms not contained herein; (e) this order and all matters relating to the Equipment shall be governed by the laws of North Dakota; (f) copies of this order and/or any financing statement listing the Equipment as collateral may be recorded to the same extent as the originals thereof; and (g) should any portion of this order be declared invalid under applicable law or regulation, the remaining provision hereof shall remain in full force and effect.

PRODUCT LINK USER AGREEMENT

In the event this machine is equipped with Product Link, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link to Caterpillar and/or its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

FARGO, ND (701) 280-3100	BISMARCK, ND (701) 223-0890	MINOT, ND (701) 852-3508	GRAND FORKS, ND (701) 775-4238	JAMESTOWN, ND (701) 251-1400	DICKINSON, ND (701) 225-4508	HANKINSON, ND (701) 242-7474	HOOPLE, ND (701) 894-6363
STOUX FALLS, SD (605) 336-3010	RAPID CITY, SD (605) 342-4850	ABERDEEN, SD (605) 225-6240	PIERRE, SD (605) 224-5400	HURON, SD (605) 353-1200	FREMONT, NE (402) 721-2800	KEARNEY, NE (308) 236-6460	PICKRELL, NE (402) 673-4200
CHADRON, NE (308) 432-5593							

Data and Privacy policy: protecting the security and privacy of your data is important to us. Please see our website for our complete Data and Privacy Policy.

CITY OF DEADWOOD - CAT 918M - M025778 - 5 YEAR GOVT PURCHASE W/ BALLOON

Compound Period : Annual

Nominal Annual Rate : 3.600 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	01/01/2020	121,674.69	1		
2 Payment	01/15/2021	19,072.34	1		
3 Payment	01/15/2022	19,072.34	1		
4 Payment	01/15/2023	19,072.34	1		
5 Payment	01/15/2024	19,072.34	1		
6 Payment	01/15/2025	62,000.00	1		

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 01/01/2020				121,674.69
2020 Totals	0.00	0.00	0.00	
1 01/15/2021	19,072.34	4,556.77	14,515.57	107,159.12
2021 Totals	19,072.34	4,556.77	14,515.57	
2 01/15/2022	19,072.34	3,857.73	15,214.61	91,944.51
2022 Totals	19,072.34	3,857.73	15,214.61	
3 01/15/2023	19,072.34	3,310.00	15,762.34	76,182.17
2023 Totals	19,072.34	3,310.00	15,762.34	
4 01/15/2024	19,072.34	2,742.56	16,329.78	59,852.39
2024 Totals	19,072.34	2,742.56	16,329.78	
5 01/15/2025	62,000.00	2,147.61	59,852.39	0.00
2025 Totals	62,000.00	2,147.61	59,852.39	
Grand Totals	138,289.36	16,614.67	121,674.69	

LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40002378

Between

CapFirst Equipment Finance, Inc.

As Lessor

and

City of Deadwood, South Dakota

As Lessee

Dated as of January 1, 2020

THIS LEASE WITH OPTION TO PURCHASE AGREEMENT dated as of 1/1/2020 (the Lease), by and between CapFirst Equipment Finance, Inc., a corporation duly organized and existing under the laws of the state of North Dakota as lessor ("Lessor") whose address is 4165 30th Ave S, Suite 100, Fargo, ND 58104; and the City of Deadwood, South Dakota a political subdivision of the state of South Dakota as lessee ("Lessee"), whose address is 102 Sherman St, Deadwood, SD 57732;

WITNESSETH:

WHEREAS, Lessee is authorized by law to acquire such items of personal property as are needed to carry out its governmental functions, and to acquire such personal property by entering into lease with option to purchase agreements; and

WHEREAS, Lessee has determined that it is necessary for it to acquire under this Lease certain items of personal property described herein as Equipment; and

WHEREAS, Lessor is willing to acquire such items of Equipment and to lease them to Lessee pursuant to this Lease;

NOW THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

Contractor: Each of the manufacturers or vendors from whom Lessee (or Lessor at Lessee's request) has ordered or will order or with whom Lessee (or Lessor at Lessee's request) has contracted or will contract for the manufacture, delivery and/or installation of the Equipment.

Equipment: The personal property described in the attached Exhibit A which is being leased with option to purchase by Lessee pursuant to this Lease.

Fiscal Year: The twelve month fiscal period of Lessee which commences on January 1st in every year and ends on the following December 31st.

Independent Counsel: An attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of Lessor or Lessee.

Interest: The portion of any Rental Payment designated as and comprising interest as shown in the attached Exhibit B.

Net Proceeds: Any insurance proceeds or condemnation award, paid with respect to the Equipment, remaining after payment there from of all expenses incurred in the collection thereof.

Non-appropriation: The failure of the City of Deadwood, South Dakota to appropriate money for any Fiscal Year of Lessee sufficient for the continued performance of this Lease by Lessee, as evidenced by the passage of an ordinance or resolution specifically prohibiting Lessee from performing its obligations under this Lease, and from using any moneys to pay the Rental Payments due under this Lease for a designated Fiscal Year and all subsequent Fiscal Years.

Payment Date: The date upon which any Rental Payment is due and payable as provided in Exhibit B.

Permitted Encumbrances: As of any particular time: (i) liens for taxes and assessments not then delinquent, or which Lessee may, pursuant to the provisions of Section 7.3 hereof, permit to remain unpaid, (ii) this Lease and amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborer's,

materialmen's, supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which Lessee may, pursuant to Article VIII hereof, permit to remain unpaid.

Principal: The portion of any Rental Payment designated as principal in the attached Exhibit B.

Purchase Option Price: With respect to the Equipment, as of the Payment Dates specified in the attached Exhibit B, the amount so designated and set forth opposite each such date in the attached Exhibit B.

Rental Payment: The payment due from Lessee to Lessor on each Payment Date during the Term of this Lease, as shown on Exhibit B.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee has ordered the Equipment from a Contractor.

State: The State of South Dakota.

State and Federal Law or Laws: The Constitution and any law of the State and any charter, ordinance, rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Term of this Lease or Lease Term: The period during which this Lease is in effect as specified in Section 4.1.

Section 1.2. Exhibits.

The following Exhibits are attached to and by reference made a part of this Lease:

Exhibit A: A description of the Equipment being leased by Lessee pursuant to this Lease, including the serial number thereof which shall be inserted when available.

Exhibit B: A schedule indicating the date and amount of each Rental Payment coming due during the Lease Term, the amount of each Rental Payment comprising Principal and Interest, and the price at which Lessee may exercise its option to purchase Lessor's interest in the Equipment in accordance with Article X. The due date of each Rental Payment shall be inserted on Exhibit B by Lessor when available.

Exhibit C: A Certificate of Acceptance of Lessee indicating that the Equipment has been delivered and installed in accordance with the Specifications, and has been accepted by Lessee, the date on which Rental Payments shown in Exhibit B shall commence, and that certain other requirements have been met by Lessee.

Exhibit D: A form of resolution of the governing body of Lessee relating to the Lease and certain federal tax matters.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, covenants and warrants as follows:

(a) Lessee is a political subdivision of the State, duly organized and existing under the Constitution and laws of the State.

(b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(c) The officer of Lessee executing this Lease has been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of Lessee's governing body, or by other appropriate official action.

(d) In authorizing and executing this Lease, Lessee has complied with all public bidding and other State and Federal Laws applicable to this Lease and the acquisition of the Equipment by Lessee.

(e) Lessee will not pledge, mortgage or assign this Lease, or its duties and obligations hereunder to any other person, firm or corporation except as provided under the terms of this Lease.

(f) Lessee will use the Equipment during the Lease Term only to perform the essential governmental functions needed by the City of Deadwood, South Dakota.

(g) Lessee will take no action that would cause the Interest portion of the Rental Payments to become includible in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 (the Code) and Treasury Regulations promulgated thereunder (the Regulations), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest portion of the Rental Payments does not become includible in gross income of the recipient for federal income tax purposes under the Code and Regulations.

(h) Upon delivery and installation of the Equipment, Lessee will provide to Lessor a completed and executed copy of the Certificate of Acceptance attached hereto as Exhibit C.

(i) Lessee will cause a resolution substantially in the form attached hereto as Exhibit D to be adopted by its governing body.

(j) Lessee will submit to the Secretary of the Treasury an information reporting statement at the time and in the form required by the Code and the Regulations.

Section 2.2. Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants as follows:

(a) Lessor is a corporation duly organized, existing and in good standing under and by virtue of the laws of the state of North Dakota, and is duly qualified and in good standing as a domestic corporation authorized to transact business in the State; has power to enter into this Lease; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Lease.

(b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party or by which Lessor is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Equipment except Permitted Encumbrances.

ARTICLE III

LEASE OF EQUIPMENT

Section 3.1. Lease. Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon the terms and conditions set forth in this Lease.

Section 3.2. Possession and Enjoyment. Lessor hereby covenants to provide Lessee during the Term of this Lease with the quiet use and enjoyment of the Equipment, and Lessee shall during the Term of this Lease peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease. Lessor will, at the request of Lessee and at Lessee's cost, join in any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so.

Section 3.3. Lessor Access to Equipment. The Lessee agrees that Lessor shall have the right at all reasonable times to examine and inspect the Equipment. Lessee further agrees that Lessor shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Lessee to perform its obligations hereunder.

ARTICLE IV

TERM OF LEASE

Section 4.1. Lease Term. This Lease shall be in effect for a Term commencing upon its date of execution and ending as provided in Section 4.5.

Section 4.2. Termination by Lessee. In the sole event of Non-appropriation, Lessee shall have the right to terminate this Lease, in whole but not in part, at the end of any Fiscal Year of Lessee, in the manner and subject to the terms specified in this Section and Section 4.4. Lessee may effect such termination by giving Lessor a written notice of termination and by paying to Lessor any Rental Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal Year. Lessee shall endeavor to give notice of termination not less than sixty (60) days prior to the end of such Fiscal Year, and shall notify Lessor of any anticipated termination. In the event of termination of this Lease as provided in this Section, Lessee shall deliver possession of the Equipment to Lessor in accordance with Section 12.3, and shall convey to Lessor or release its interest in the Equipment within ten (10) days after the termination of this Lease.

Section 4.3. Intent to Continue Lease Term; Appropriations. Lessee presently intends to continue this Lease for its entire Term and to pay all Rental Payments specified in Exhibit B. The officer of Lessee responsible for preparation of Lessee's budget shall include in the budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year, and shall use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

Section 4.4. Effect of Termination. Upon termination of this Lease as provided in Section 4.2, Lessee shall not be responsible for the payment of any additional Rental Payments coming due with respect to succeeding Fiscal Years, but if Lessee has not delivered possession of the Equipment to Lessor in accordance with Section 12.3 and conveyed to Lessor or released its interest in the Equipment within ten (10) days after the termination of this Lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit B which are attributable to the number of days after such ten (10) day period during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

Section 4.5. Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

- (a) the termination thereof by Lessee in accordance with Section 4.2;
- (b) the exercise by Lessee of its option to purchase Lessor's interest in the Equipment pursuant to Article X;
- (c) a default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII; or
- (d) the payment by Lessee of all Rental Payments and other amounts authorized or required to be paid by Lessee hereunder.

ARTICLE V

RENTAL PAYMENTS

Section 5.1. Rental Payments. Lessee agrees to pay Rental Payments during the Term of this Lease, in the amounts and on the dates specified in Exhibit B. All Rental Payments shall be paid to Lessor at its offices at the address specified in the first paragraph of this Lease, or to such other person or entity to which Lessor has assigned such Rental Payments as specified in Article XI, at such place as such assignee may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments exclusively from moneys legally available therefor, in lawful money of the United States of America, to Lessor or, in the event of assignment of the right to receive Rental Payments by Lessor, to its assignee. Interest shall accrue from the first day of the calendar month in which the Certificate of Acceptance is executed.

Section 5.2. Current Expense. The obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to the Equipment, in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys, other than moneys lawfully appropriated from time to time by or for the benefit of Lessee in the annual budget and the proceeds or Net Proceeds of the Equipment, to the payment of any Rental Payment or other amount coming due hereunder.

Section 5.3. Interest Component. A portion of each Rental Payment is paid as and represents the payment of Interest. Exhibit B sets forth the Interest component of each Rental Payment.

Section 5.4. Rental Payments to be Unconditional. Except as provided in Section 4.2, the obligation of Lessee to make Rental Payments or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all Rental Payments and other payments required hereunder when due and shall not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such Rental Payments or other payments required under this Lease. Lessee's obligation to make Rental Payments or other payments during the Lease Term shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

ARTICLE VI

INSURANCE AND NEGLIGENCE

Section 6.1. Liability Insurance. Upon receipt of possession of the Equipment, Lessee shall take such measures as may be necessary to ensure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation of the Equipment or any part thereof, is covered by a blanket or other general liability insurance policy maintained by Lessee. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall procure and maintain continuously in effect during the Term of this Lease, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed and to pay the applicable Purchase Option Price of the Equipment. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration or replacement of the Equipment, or to the purchase of the Equipment, as provided in Section 6.6. Any Net Proceeds not needed for those purposes shall be paid to Lessee.

Section 6.3. Worker's Compensation Insurance. If required by State law, Lessee shall carry worker's compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Term of this Lease.

Section 6.4. Requirements For All Insurance. All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of

the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten (10) days before the cancellation or revision becomes effective. All insurance policies or riders required by Sections 6.1 and 6.2 shall name Lessee and Lessor as insured parties, and any insurance policy or rider required by Section 6.3 shall name Lessee as insured party. Lessee shall deposit with Lessor policies (and riders) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), Lessee shall furnish to Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is no longer obtainable in which event Lessee shall notify Lessor of this fact.

Section 6.5. Lessee's Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

Section 6.6. Damage to or Destruction of Equipment. If after delivery of the Equipment to Lessee all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall as soon as practicable after such event either: (i) replace the same at Lessee's sole cost and expense with equipment of equal or greater value to the Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement; or (ii) pay the applicable Purchase Option Price of the Equipment as set forth in Exhibit B. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If Lessee fails or refuses to notify Lessor within the required period, Lessor may, at its option, declare the applicable Purchase Option Price of the Equipment set forth in Exhibit B immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the Equipment shall be available to Lessee and shall be used to discharge Lessee's obligation under this Section. On payment of the Purchase Option Price, this Lease shall terminate and Lessee thereupon shall become entitled to the Equipment AS IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to any lien or encumbrance created by or arising through Lessor.

ARTICLE VII

OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any State and Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. Lessee shall comply with all State and Federal Laws applicable to the installation, use, possession and operation of the Equipment, and if compliance with any such State and Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Lessee at its expense.

Section 7.2. Maintenance of Equipment by Lessee. Lessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition. Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, Lessee shall pay all taxes and other charges of any kind which are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against Lessee or Lessor. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation,

maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Equipment; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay such taxes, assessments, utility or other charges or provide Lessor with full security against any loss which may result from nonpayment, in form satisfactory to Lessor.

Section 7.4. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE VIII

TITLE

Section 8.1. Title. During the Term of this Lease, and so long as Lessee is not in default under Article XII, legal title to the Equipment and any and all repairs, replacements, substitutions and modifications to it shall be in Lessee. Upon termination of this Lease for any of the reasons specified in Section 4.5, Clauses (a) and (c), full and unencumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 12.3. Upon termination of this Lease for any of the reasons specified in Section 4.5, Clauses (b) and (d), Lessor's security or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security or other interest in the Equipment.

Section 8.2. Security Interest. Lessor shall have and retain a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and all repairs, replacements, substitutions and modifications thereto or thereof made pursuant to Section 8.5, in order to secure Lessee's payment of all Rental Payments due during the Term of this Lease and the performance of all other obligations herein to be performed by Lessee. If any portion of the Equipment shall constitute a vehicle, Lessor shall have authority, upon filing the manufacturer's certificate of origin for such Equipment, to require the notation of Lessor's security interest on any applicable records and the certificate of title for such Equipment. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to establish and maintain a valid security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment with appropriate lettering, labels or tags, and maintain such markings during the Term of this Lease, so as clearly to disclose Lessor's security interest in the Equipment.

Section 8.3. Liens. During the Term of this Lease, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.4. Installation of Lessee's Equipment. Lessee may at any time and from time to time, in its sole discretion and at its own expense, install other items of equipment in or upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease with option to purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5. Modification of Equipment. Lessee shall, at its own expense, have the right to make repairs to the Equipment, and to make repairs, replacements, substitutions and modifications to all or any of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State and Federal Law or those contemplated by this Lease; and the Equipment, upon completion of any such work shall be of a value which is not less than the value of the Equipment immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such item the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon the request and at the expense of Lessee.

Section 8.6. Personal Property. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

ARTICLE IX

WARRANTIES

Section 9.1. Selection of Equipment. The Equipment and the Contractor have been selected by Lessee, and Lessor shall have no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, the acceptance by the Contractor or its sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorizes Lessor to add the serial number of the Equipment to Exhibit A when available.

Section 9.2. Installation and Maintenance of Equipment. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3. Contractor's Warranties. Lessor hereby assigns to Lessee for and during the Term of this Lease, all of its interest in all Contractor's warranties and guarantees, express or implied, issued on or applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4. Patent Infringement. Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment.

Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5. Disclaimer of Warranties. THE EQUIPMENT IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

ARTICLE X

OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the option to purchase Lessor's interest in the Equipment on any Payment Date for the then applicable Purchase Option Price set forth in Exhibit B, but only if Lessee is not in default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option is to be exercised and shall deposit with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts then due or past due (including the Rental Payment due on the Payment Date on which the option is to be exercised) and the applicable Purchase Option Price set forth in Exhibit B. The closing shall be on the Payment Date on which the option is to be exercised at the office of Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the purchase option by Lessee, Lessor shall convey or release to Lessee, all of its right, title and/or interest in and to the Equipment by delivering to Lessee such documents as Lessee deems necessary for this purpose.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time, without the consent of Lessee. No such assignment shall be effective as against Lessee unless and until the assignor shall have filed with Lessee a copy or written notice thereof identifying the assignee. Lessee shall pay all Rental Payments due hereunder to or at the direction of Lessor or the assignee named in the most recent assignment or notice of assignment filed with Lessee. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments. In the event Lessor assigns participations in its right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment, such participants shall be considered to be Lessor with respect to their participated shares thereof.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor Lessee's interest in the Equipment may be assigned by Lessee without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, without the consent of Lessor, subject, however, to each of the following conditions:

(i) This Lease and the obligation of Lessee to make Rental Payments hereunder, shall remain obligations of Lessee.

(ii) The sublessee shall assume the obligations of Lessee hereunder to the extent of the interest subleased.

(iii) Lessee shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.

(iv) No sublease by Lessee shall cause the Equipment to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of the State.

(v) No sublease shall cause the Interest component of the Rental Payments due with respect to the Equipment to become includible in gross income of the recipient for federal income tax purposes.

Section 11.3. Restriction on Mortgage or Sale of Equipment by Lessee. Except as provided in Section 11.2, Lessee will not mortgage, sell, assign, transfer or convey the Equipment or any portion thereof during the Term of this Lease, or remove any Equipment not constituting a vehicle from its boundaries, without the written consent of Lessor. Lessee shall not, without the written permission of Lessor, store or house any Equipment constituting a vehicle outside the corporate boundaries of Lessee.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, with respect to the Equipment, any one or more of the following events:

(i) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein and the continuation of said failure for a period of three (3) days after telephonic or telegraphic notice given by Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing, or after written notice.

(ii) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Clause (i) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(iii) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to carry out its obligations under this Lease with respect to the Equipment, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2. Remedies on Default. Whenever any event of default referred to in Section 12.1 hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(i) Lessor, with or without terminating this Lease may declare all Rental Payments due or to become due during the Fiscal Year in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.

(ii) Lessor, with or without terminating this Lease, may repossess the Equipment by giving Lessee written notice to deliver the Equipment to Lessor, whereupon Lessee shall do so in the manner provided in Section 12.3; or in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. If the Equipment or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Option Price of the Equipment, as set forth in Exhibit B (less credit for Net Proceeds), to Lessor. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due during the Fiscal Year then in effect. If this Lease has not been terminated, Lessor shall return the Equipment to Lessee at Lessee's expense when the event of default is cured.

(iii) If Lessor terminates this Lease and takes possession of the Equipment, Lessor shall within thirty (30) days thereafter use its best efforts to sell the Equipment or any portion thereof in a commercially reasonable manner at public or private sale in accordance with applicable State laws. Lessor shall apply the proceeds of such sale to pay the following items in the following order: (a) all costs incurred in securing possession of the Equipment; (b) all expenses incurred in completing the sale; (c) the applicable Purchase Option Price of the Equipment; and (d) the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect. Any sale proceeds remaining after the requirements of Clauses (a), (b), (c) and (d) have been met may be retained by Lessor.

(iv) If the proceeds of sale of the Equipment are not sufficient to pay the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect, Lessor may take any other remedy available at law or in equity to require Lessee to perform any of its obligations hereunder.

Section 12.3. Return of Equipment. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments in accordance with Exhibit B, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 7.2, in the following manner as may be specified by Lessor: (i) by delivering the Equipment at Lessee's cost and expense to such place within the State as Lessor shall specify; or (ii) by loading such portions of the Equipment as are considered movable at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the place specified by Lessor. If Lessee refuses to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.5. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fee of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party. In the event that legal proceedings relating to this Lease (but not evidencing an action by a nondefaulting party against a defaulting party) are commenced in any court or before any other tribunal of competent jurisdiction, the legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the nonprevailing party on demand of the prevailing party.

Section 12.6. Late Charge. Whenever any event of default referred to in Section 12.1, Clause (i) hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its option and without any further demand or notice, to require a late payment charge for each thirty (30) day period or part thereof during which such event of default occurs equal to four percent (4%) of the delinquent amount, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this Section 12.6 shall not be applicable if or to the extent that the application thereof would affect the validity of this Lease.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the first page hereof; provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial Information. During the Term of this Lease, Lessee annually will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Lease as may be requested by Lessor or its assignee.

Section 13.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.5. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.

Section 13.6. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses of this Lease.

Section 13.7. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Lease.

Section 13.8. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.9. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officer; and Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

LESSOR:
CapFirst Equipment Finance, Inc.

By: _____

Title: _____

Date: 1/1/2020

LESSEE:
City of Deadwood, South Dakota

By: _____ 

Name/Title: David R. Ruth, Jr. / Mayor

Date: 1/1/2020

ATTEST:

By: _____ 

Name/Title: Jessica McKeown / Finance Officer

EXHIBIT A

EQUIPMENT

Lessee: City of Deadwood, South Dakota
102 Sherman St
Deadwood, South Dakota 57732

Date of Lease: 1/1/2020
Lease #: 40002378

The Equipment which is the subject of the attached Lease with Option to Purchase Agreement is as follows:

Location Site: 102 Sherman St Deadwood, South Dakota 57732

QTY.	SERIAL NO.	DESCRIPTION
1	H2600785	2019 Caterpillar 918M Wheel Loader

Description of Financed Amount:

Cost of above Equipment	\$138,174.69
Cost of related charges:	
Transportation	
Physical Modifications (specify)	
Warranty	
Add: Sales or other tax, if applicable	
Less: Trade - In, if applicable	\$16,500.00
Down Payment	
Net Financed Amount:	\$121,674.69

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Lessee: City of Deadwood, South Dakota
102 Sherman St
Deadwood, South Dakota 57732

Date of Lease: 1/1/2020
Lease #: 40002378
Annual Percentage Rate: 3.60%

RENTAL PAYMENTS

Rental Payment Date	Rental Payment	Interest	Principal	Purchase Option Price*
1/15/2021	\$19,072.34	\$4,550.63	\$14,521.71	\$109,034.00
1/15/2022	\$19,072.34	\$3,857.51	\$15,214.83	\$93,233.00
1/15/2023	\$19,072.34	\$3,309.77	\$15,762.57	\$76,958.00
1/15/2024	\$19,072.34	\$2,742.32	\$16,330.02	\$60,194.00
1/15/2025	\$62,000.00	\$2,154.44	\$59,845.56	\$0.00

*After payment of Rental Payment due on such date.

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting Mayor of the City of Deadwood, South Dakota (Lessee); and, with respect to the Lease with Option to Purchase Agreement dated January 1, 2020 (Lease), by and between Lessee and CapFirst Equipment Finance, Inc. (Lessor), that:

1. The equipment described in the Lease (the Equipment) has been delivered and installed in accordance with Lessee's Specifications (as that term is defined in the Lease) and has been accepted by Lessee.

2. The rental payments provided for on Exhibit B to the Lease (the Rental Payments) shall commence and be due and payable on 1/15/2021 and continue thereafter, on the dates and in the amounts shown on Exhibit B to the Lease.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

4. Lessee has obtained from a reputable insurance company qualified to do business in the state of South Dakota insurance with respect to, all risks required to be covered thereby pursuant to Article VI of the Lease.

5. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

6. During the Lease Term (as defined in the Lease) the Equipment will be used by Lessee to perform essential governmental functions.

7. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and execution of the Lease and other documents contemplated thereby; the appropriation of moneys, or any other action taken by Lessee to provide moneys, sufficient to make Rental Payments coming due under the Lease in Lessee's current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.


Dated: January 1, 2020

City of Deadwood, South Dakota

By: _____ 

Name/Title: David R. Ruth, Jr. / Mayor

ATTEST:

By: _____ 

Name/Title: Jessica McKeown / Finance Officer

EXHIBIT D

RESOLUTION RELATING TO LEASE WITH OPTION
TO PURCHASE AGREEMENT NO. 40002378


BE IT RESOLVED by the governing body of the City of Deadwood, South Dakota (the Issuer), as follows:

Section 1. Recitals and Authorization. The Issuer, as lessee, has heretofore entered into a Lease with Option to Purchase Agreement No. 40002378 dated as of 1/1/2020 (the Lease), with CapFirst Equipment Finance, Inc., as lessor. It is hereby determined that it is necessary and desirable and in the best interests of the Issuer to enter into the Lease for the purposes therein specified, and the execution and delivery of the Lease by the Issuer are hereby approved, ratified and confirmed.

Section 2. Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 (the Code), the Issuer hereby specifically designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Issuer hereby represents that the Issuer will not designate more than \$10,000,000 of obligations issued by the Issuer in the calendar year during which the Lease is executed and delivered as such "qualified tax-exempt obligations."


Section 3. Issuance Limitation. In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Issuer hereby represents that the Issuer (including all "subordinate entities" of the Issuer within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Lease is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

City of Deadwood, South Dakota

By: _____ 

Name/Title: David R. Ruth, Jr. / Mayor

ATTEST:

By: _____ 

Name/Title: Jessica McKeown / Finance Officer

INSURANCE COVERAGE REQUIREMENT

Your lease with CAPFIRST EQUIPMENT FINANCE, INC. requires you to maintain certain insurance coverage. In order to assist you with obtaining coverage from your insurance company, please provide us with the following agent information, as well as provide your insurance company with the requirements as shown below:

<u>INSURANCE AGENT DATA:</u>	
<u>NAME OF INSURANCE AGENT:</u> _____	
<u>ADDRESS:</u> _____	
<u>PHONE #:</u> _____	<u>CONTACT PERSON:</u> _____

Named Insured / Lessee:

City of Deadwood, South Dakota

Lease with Option to Purchase Agreement No.:

40002378

Coverage:

All Risk Personal Property and/or
EDP, if applicable

Certificate Holders:

Loss Payee(s) As Their Interests
May Appear:

CapFirst Equipment Finance, Inc., and/or its assigns
4165 30th Ave S, Suite 100
Fargo, ND 58104

Coverage:

General Liability

Certificate Holders:

Additional Insured:

CapFirst Equipment Finance, Inc., and/or its assigns
4165 30th Ave S, Suite 100
Fargo, ND 58104


The Insurance Certificate should show the coverage limits and the insurance carrier's name(s) and policy number(s). Please have the Certificate of Insurance sent to CapFirst Equipment Finance, Inc. at the address above, or fax it to us at (701) 639-7031.

WE WOULD APPRECIATE YOUR AGENT INCLUDING OUR LEASE NUMBER ON THE CERTIFICATE.

CERTIFICATE OF INCUMBENCY

**LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40002378
DATED AS OF 1/1/2020**

I, Jessica McKeown, do hereby certify that I am the duly elected or appointed and acting Finance Officer of the City of Deadwood, South Dakota (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of South Dakota and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

Print Name	Title	Sample Signature
<u>David R. Ruth, Jr.</u>	<u>Mayor</u>	
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto on 1/1/2020.

Signature

Jessica McKeown / Finance Officer
Print Name / Title

(SEAL)