

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA

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

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

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVE MINUTES of June 15, and June 26, 2020**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

- A. Department of Environmental & Natural Resources – Secretary’s Award for Drinking Water Excellence (page 45)
- B. Bacteria Busters proposal on disinfectant spraying on City owned properties for Covid-19.
- C. SD Commissioner of School and Public Lands - Ryan Brunner- request to address the City Commission for support regarding land transfers of property around the Gilt Edge Mine from federal to state ownership for reclamation purposes. (page 48)

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 remove Rec Center employee Sage Forsting from payroll effective June 1, 2020.
- B. Deadwood History Inc. request approval to serve beer and wine at Adams Museum on Wednesday September 23 from 5:00 p.m. to 7:00 p.m. for Thank You Event.
- C. Permission to purchase 5500 gallons of gas at \$1.85 per gallon from Southside Oil.
- D. Acknowledge annual check from BID #7 Fund to ZCN, LLC (Deadwood Mountain Grand) in the amount of \$487,954.20.
- E. Accept resignation from Police Officer Barry Rodgers effective July 2, 2020.
- F. Permission to advertise for a full time police officer in-house for 5 days and then in newspaper.
- G. Permission to hire (up to 5) police officers for Rally at \$21.88 per hour.
- H. Acknowledge police grant proceeds from OCDEF (Organized Crime Drug Enforcement Task Force) in the amount of \$896.05.
- I. Permission to refund Recreation center membership to Kevin Brown in the amount of \$70.00.

- J. Permission to refund Recreation center membership to Sonya Copic Lock in the amount of \$95.00.
- K. Permission to advertise for 3 vacant Trolley driver position in house for 5 days and then in newspaper (and other means necessary until filled at a rate of \$12.73 per hour.
- L. Permission to increase wage of Historic Preservation Administrative Assistant Cynthia Schneringer to \$19.29 per hour effective July 15, 2020 after 1 year of service; 95% of prevailing wage.
- M. Permission to hire Christin Sjomeling for part-time seasonal finance office assistant at \$12.50 per hour effective 7/7/2020 pending pre-employment screening.
- N. Permission to hire Judith Lawton for part-time seasonal Mt. Moriah position at \$12.50 per hour effective 7/8/2020 pending pre-employment screening.
- O. Accept resignation from seasonal employee Colt Bradley effective July 7, 2020.
- P. Approve Special Alcohol License for Saloon #10 to serve liquor at Outlaw Square Thursday, July 30 from 5:00 p.m. to 9:00 p.m. and Event Complex Friday, July 31 and Saturday, August 1 from 12:00 p.m. to 10:00 p.m. for PBR Event. No public hearing necessary since license is on publicly owned property.
- Q. Acknowledge FEMA grant check received in the amount of \$65,440.59 for reimbursement of expenses associated with the debris cleanup in Whitewood Creek, Storm # 4467-2019 Flood.
- R. Hire Tom Riley as trolley driver at \$14.15 per hour effective July 6, 2020 pending pre-employment screening.

7. BID ITEMS

- A. Permission to advertise and set bid opening for retaining wall at 30 Adams for 2:00 p.m. on July 28 with results presented to City Commission on August 3rd.

8. PUBLIC HEARINGS

- A. Hold public hearing for PBR Events: open container Friday, July 31 and Saturday, August 1 at event complex from 12:00 p.m. to 10:00 p.m. (page 53)
- B. Hold public hearing for creation of Zone 4 for Open Container, for Outlaw Square located at 703 Main Street. (Zone 4 to include Outlaw Square only, between Main Street, Deadwood Street, and Pioneer Way.) (page 57)
- C. Hold public hearing for SDN Communications to occupy 60 sf of public space in City Hall mechanical room. (page 59)
- D. Set public hearing on July 20 for Retail (on-off sale) Malt Beverage (RB-2445) and Retail (on sale) Liquor (RL-5542) License transfers from Bullock Hospitality LLC to SRK Development, LLC dba Bullock Hotel at 633 Main Street.
- E. Set public hearing on July 20 for Retail (on-off sale) Malt Beverage (RB-21688) and Convention Center (on sale) Liquor (CL-0508) License transfers from NMD Venture LLC to SRK Development dba Hickok's Hotel and Casino at 685 Main Street.
- F. Permission to waive 45-day requirement and set public hearing on July 20 for PBR Mixer: open container in Outlaw Square from 5:00 p.m. to 9:00 p.m. on Thursday July 30.
- G. Set public hearing on July 20 for Retail (on-off sale) Malt Beverage & SD Farm Wine (RB-25948) transfer from Scott and Sharon Jacobs to Jacobs Family International dba Jacobs Gallery at 670 Main Street.

- H. Set public hearing on July 20 for Retail (on-off sale) Malt Beverage & SD Farm Wine (RB-2108) transfer from Vaughn Mary Boyd to Deadwood Tobacco Company dba Deadwood Tobacco at 628 Main Street.
- I. Set public hearing for additional Kool Deadwood Nites: open container on Wednesday August 26 from 5:00 p.m. to 10:00 p.m. in zones 1-3
- J. Set public hearing on July 20 for Mustang Rally: street closure and parking on Main Street on Thursday, September 2 from 10:00 a.m. to 2:00 p.m.
- K. Set public hearing on July 20 for creation of Zone 5 for open container. Zone 5 to include west side of Pioneer way from intersection of lower Main Street and Pioneer way to the North property boundary of 270 Main Street. (First Gold)
- L. Set public hearing on July 20 to allow for sidewalk sales on Tuesday's starting July 21 thru October 13, excluding August 11, from 3 p.m. to 7 p.m.

9. OLD BUSINESS

- A. Approve Parking & Transportation recommendation to allow Original Deadwood Tours to remain at 675 Main Street. Only allow one vehicle in space not to exceed the delineated space that is marked on curb line, which is 55' in length.

10. NEW BUSINESS

- A. Permission to allow Mayor to sign agreement with SDN Communications to lease space at City Hall for equipment. (page 60)
- B. Approve Resolution 2020-18 Authorizing the Execution of Contractual Documents with the State of South Dakota for the Receipt of Cares Act Funds to Address the Covid-19 Public Health Crisis (page 70)
- C. Permission for Mayor to sign COVID Recovery Fund reimbursement agreement with Bureau of Finance and Management, state agency. (page 72)
- D. Permission to hire Rasmussen Mechanical, in an amount not to exceed \$9,000.00, to replace and abandon unnecessary old plumbing from hot water boiler system and move water to new location. (To be paid from Public Buildings Improvements budget line item.) (page 87)
- E. Permission to pay Otis in the amount of \$4,243.00 for emergency repair of the elevator at Adams Museum. (page 88)
- F. Request of temporary variance from ordinance chapter 12.16.010 regarding obstruction of streets, sidewalks and public places and allow tables and chairs at the Main Street Espresso/Big Dipper at 652 Main Street due to COVID-19. (page 91)
- G. Act as Board of Adjustments and approve or deny final plat of Outlaw Square. Approved by Planning and Zoning Commission on July 1. (page 92)
- H. Permission to approve and sign proposal with TDG for construction documents and administration, for a portion of McKinley Street to resolve drainage issue, in the amount not to exceed \$8,090.00. (To be paid from Streets repair budget line item.) (page 101)
- I. Permission for Mayor to sign municipal lease agreements with CapFirst Equipment Finance for the two 2019 CAT 938 loaders. (page 108)

11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

12. EXECUTIVE SESSION

Executive Session for Legal Matters per SDCL1-25-2 (3) with possible action
Executive Session for Personnel Matters per SDCL1-25-2 (1) with possible action

13. ADJOURNMENT

This will be a Public Meeting conducted through Zoom. To participate,

Join Zoom Meeting:

<https://us02web.zoom.us/j/6055782082?pwd=Z1QrRXhXaXp4eStPSig2YjVTNUtZQT09>

Meeting ID: 605 578 2082

Password: 1876

One tap mobile

669-900-9128

Please practice the CDC's social distancing recommendations.

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

REGULAR MEETING, JUNE 15, 2020

The Regular Session of the Deadwood City Commission convened on Monday, June 15, 2020 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners Michael Johnson, Sharon Martinisko, and Charlie Struble, and Gary Todd. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Struble moved, Todd seconded to approve the minutes of June 1, 2020. Roll Call: Aye-All. Motion carried.

APPROVAL OF DISBURSEMENTS

Todd moved, Martinisko seconded to approve the June 15, 2020 disbursements. Roll Call: Aye-All. Motion carried.

| | | |
|------------------------------|---------------|------------|
| A & B BUSINESS SOLUTIONS | CONTRACT | 53.05 |
| A & J SUPPLY | SUPPLIES | 313.40 |
| A-1 CONSTRUCTION | PROJECT | 28,615.01 |
| ACE HARDWARE | SUPPLIES | 274.57 |
| ADAMS SALVAGE | TIRES | 25.00 |
| ALBERTSON ENGINEERING | PROJECT | 43,282.07 |
| ALL ASPECTS | SERVICE | 175.00 |
| AMAZON | SERVICES | 403.94 |
| AMERICAN ENGINEERING | PROJECT | 372.80 |
| ATKINS, KIMBERLY | REFUND | 35.00 |
| ATLANTA POST CAPS | SUPPLIES | 1,328.25 |
| BIERSCHBACH EQUIPMENT | SUPPLIES | 387.40 |
| BH CHEMICAL | SUPPLIES | 3,644.11 |
| BH ENERGY | SERVICE | 23,884.57 |
| BH LAND ANALYSIS | FIREWISE | 5,040.00 |
| BH PIONEER | SERVICE | 769.68 |
| BH SPECIAL SERVICES | CLEANING | 665.00 |
| BH WINDOW CLEANING | CLEANING | 789.00 |
| BLOOMERS FLOWERS | SUPPLIES | 158.00 |
| BURR, RENEE | PROJECT | 2,265.27 |
| BUTLER MACHINERY | SERVICE | 308.00 |
| CHAINSAW CENTER | SERVICE | 1,775.49 |
| COLLABORATIVE SUMMER LIBRARY | SERVICE | 44.90 |
| CONVERGINT TECHNOLOGIES | SUPPLIES | 33.16 |
| CULLIGAN | SUPPLIES | 196.50 |
| DAKOTA ELECTRIC | PROJECT | 841.57 |
| DAKOTA KUSTOM COATINGS | SUPPLIES | 1,381.50 |
| DAKOTA RESEARCH SERVICES | SERVICE | 1,087.50 |
| DEADWOOD ALIVE | JUNE 2020 | 20,000.00 |
| DEADWOOD CHAMBER | BID BILL | 21,040.88 |
| DEADWOOD CHAMBER | OUTLAW SQUARE | 30,000.00 |
| DEADWOOD GRANITE | SERVICE | 2,400.00 |
| DIAZ, GREG | REFUND | 35.00 |
| DONARSKI LAWNCARE | SERVICE | 40,904.00 |
| FIB CREDIT CARDS | SUPPLIES | 1,318.59 |
| FIBRENEW | SUPPLIES | 1,200.00 |
| GARDNER CONSTRUCTION | SERVICE | 667.25 |
| GLOBAL EQUIPMENT | SUPPLIES | 208.69 |
| GOLDEN WEST | SERVICE | 10,346.00 |
| GOVOFFICE | SERVICE | 660.00 |
| GUNDERSON, PALMER, NELSON | SERVICE | 5,917.25 |
| HAWKINS | SUPPLIES | 469.55 |
| JACOBS WELDING | SERVICE | 300.00 |
| KNECHT | SUPPLIES | 23.96 |
| KONE | MAINTENANCE | 486.80 |
| LACAL EQUIPMENT | SUPPLIES | 587.18 |
| LAWRENCE CO. REGISTER | SERVICE | 30.00 |
| LAWSON PRODUCTS | SUPPLIES | 280.38 |
| LEAD-DEADWOOD SANITARY | SERVICE | 49,760.03 |
| LIBERTY MUTUAL INSURANCE | INSURANCE | 750.00 |
| LIGHTING PLASTICS OF MN | SUPPLIES | 1,215.70 |
| LOWE ROOFING | PROJECT | 56,130.00 |
| MANUFACTURING SYSTEMS | SUPPLIES | 141.48 |
| MARCO | CONTRACT | 459.82 |
| MC GRUDER, BRENDA | REFUND | 35.00 |
| MENARD'S | SUPPLIES | 703.90 |
| MID-AMERICAN RESEARCH CHEM | SUPPLIES | 600.38 |
| MS MAIL | SERVICE | 935.86 |
| NETWORK SERVICES | SUPPLIES | 10.68 |
| NHS OF THE BLACK HILLS | CONTRACT | 3,456.25 |
| NORTHERN HILLS TECHNOLOGY | SERVICE | 32.50 |
| OFFICE DEPOT | SUPPLIES | 189.51 |
| PAT EASTMAN | PROJECT | 18,089.54 |
| PETE LIEN & SONS | SUPPLIES | 832.00 |
| PETERSON MFG | SUPPLIES | 11,735.00 |
| PETTY CASH | MT.MORIAH | 250.00 |
| PITNEY BOWES | LEASE | 250.05 |
| POWERPLAN OIB | SUPPLIES | 30.86 |
| QUICK TROPHY | SUPPLIES | 77.46 |
| QUIK SIGNS | SIGNS | 319.47 |
| RAPID DELIVERY | DELIVERY | 14.66 |
| RCS CONSTRUCTION | PROJECT | 118,491.39 |

REGULAR MEETING, JUNE 15, 2020

| | | |
|----------------------------|--------------------------------|-----------|
| REGIONAL HEALTH | TESTING | 35.00 |
| RODIAK, JOHN | PROJECT | 15,000.00 |
| RUNGE, MIKE | PROJECT | 14,000.00 |
| RUNNING SUPPLY | SUPPLIES | 130.00 |
| SANDER SANITATION | SERVICE | 11,220.03 |
| SCOTT PETERSON MOTORS | SERVICE | 300.00 |
| SD COMMISSION ON GAMING | CITY SLOTS | 29,829.55 |
| SD DEPT. OF CORRECTIONS | FIREWISE | 481.95 |
| SD DEPT. OF REVENUE | TAX | 2,890.97 |
| SD STATE HISTORICAL SOCIET | MEMBERSHIP | 440.00 |
| SOUTHSIDE SERVICE | SERVICE | 864.71 |
| SPEARFISH HUSKY | SUPPLIES | 244.00 |
| STEFFEN, PEGGY | REFUND | 17.50 |
| STRAIGHT LINE STRIPING | SERVICE | 5,766.22 |
| STRETCH'S | SERVICE | 3,067.00 |
| STURDEVANT'S | SUPPLIES | 1,030.43 |
| TALLGRASS LANDSCAPE | PROJECT | 8,920.00 |
| THE UPS STORE #5137 | SHIPPING | 20.05 |
| TRIPLE K | SERVICE | 47.99 |
| TRITECH SOFTWARE SYSTEMS | PERIPH.HDWR-MUGSHOT CAM,EVIDNC | 2,439.00 |
| TRUCANO, JIM | PROJECT | 2,856.05 |
| TRUGREEN | SERVICE | 2,790.30 |
| TWILIGHT | SUPPLIES | 716.96 |
| VERBA, DIANNE | SUPPLIES | 395.23 |
| VERIZON CONNECT | SERVICE | 97.25 |
| VIEHAUSER ENTERPRISES | SUPPLIES | 993.30 |
| WALDNER, RON | SERVICE | 730.00 |
| WWHA | MEMBERSHIP | 75.00 |

Total \$624,935.30

CONSENT

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

- A. Remove Annie Groves and Justin Vought effective June 1, 2020 from the Volunteer Fire Department roster for worker's compensation purposes.
- B. Permission for Mayor to sign Quit Claim Deed. Legal Description: Tracts 1 and 2; being a subdivision of the Detroit Lode, M.S. 771, the Terminus Lode, M.S. 772, the Depot Lode, M.S. 773 and the Uncle Tom Lode, M.S. 774; Excepting therefrom highway right-of-way; located in the NE1/4, SE1/4 and NW 1/4 of Section 5, T4N, R3W, B.H.M.; Lawrence County, South Dakota, as shown in Plat 2019-5020.
- C. Permission to increase wage of Trolley Driver Don Luckie from \$13.44 per hr. to \$14.15 per hr. effective June 12, 2020 after two years of service.
- D. Permission to remove trolley driver Michael Holbert from payroll effective June 5, 2020.
- E. Permission to advertise for a seasonal Finance Office Assistant at \$12.50 per hour.
- F. Permission to rehire seasonal Trolley Drivers Herb Cowart, Linda Kottke and Richard Brooks at \$14.15 per hour effective June 29, 2020, pending pre-employment screening.
- G. Permission to rehire seasonal Mt Moriah booth attendants Ruth Durst, Georgeann Silvernail and Carl Larson at \$12.50 per hour effective June 29, 2020, pending pre-employment screening.
- H. Permission to hire Devon Schumacher as Community Service Officer at \$18.28 per hour plus phone allowance effective July 1, 2020, pending pre-employment screening.
- I. Permission to advertise for two part-time (19 hours) library assistants at \$12.50 per hour.
- J. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Patrick J. Milos.

PUBLIC HEARINGS

Wedding

Public hearing was opened at 5:03 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed.

Johnson moved, Martinisko seconded to allow open container in zone 3 excluding Deadwood Street on June 26 from 2:00 p.m. to 7:00 p.m. Keehn Moore Wedding at Outlaw Square. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, JUNE 15, 2020

Concert

Public hearing was opened at 5:04 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed.

Martinisko moved, Struble seconded to approve street closure on Deadwood Street from Main Street to Pioneer Way from 3:00 p.m. to 9:00 p.m. on Saturday, July 4th concert at Outlaw Square. Roll Call: Aye-All. Motion carried.

Parade

Public hearing was opened at 5:05 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed.

Todd moved, Struble seconded to approve street closure on Main Street from Tin Lizzie Gaming Resort to the Masonic Temple from 3:00 p.m. till parade ends on Saturday, July 4th. Roll Call: Aye-All. Motion carried.

Kool Deadwood Nites

Public hearing was opened at 5:06 p.m. by Mayor Ruth. Lee Harstad, Deadwood Chamber of Commerce, was present to answer questions.

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance on Main Street from the Tin Lizzies Gaming Resort to Masonic Temple, Broadway Street from Wall to Shine, Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street and Lee Street from Pioneer Way to 83 Sherman Street from 12:00 p.m. to 10:00 p.m. on Thursday, August 27, 2020. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance for same area as approved on August 27, from 12:00 p.m. to 10:00 p.m. on Friday, August 28, 2020. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance for same area as approved on August 27, from 12:00 p.m. to 10:00 p.m. on Saturday, August 29, 2020. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance for same area as approved on August 27, from 12:00 p.m. to 6:00 p.m. on Sunday, August 30, 2020. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to approve waiver of vendor fees for Deadwood Chamber merchandise on Main Street, and Interpretive Lot on Thursday, August 27 through Saturday, August 29; waiver of vending fee for non-profit (American Legion) at Interpretive Lot on Thursday, August 27 through Sunday, August 30; waiver of vending fee for Napa at Lower Main Lot on Thursday, August 27 through Saturday, August 29; use of Interpretive Lot Thursday August 27 at 2:00 a.m. to 2:00 p.m. Sunday, August 30; use of Lower Main Lot for registration and registered cars only Thursday, August 27 at 8:00 a.m. through 10:00 p.m. Saturday, August 29; use of Event Complex on Saturday, August 29 from 5:00 a.m. to 2:00 p.m. for car judging and Sunday, August 30 at 5:00 a.m. for parade lineup; waiver of banner fees Thursday, August 27 through Sunday, August 30; street closure on Main Street from Wall to Deadwood Street on Wednesday, August 26 from 2:15 p.m. to 2:00 a.m. on Sunday, August 30; Siever Street on Thursday August 27 from 5:00 p.m. to 10:00 p.m.; Main Street from Deadwood Street to Pine Street on Thursday, August 27, from 3:00 p.m. to 10:00 p.m.; Main Street from Deadwood Street to Pine Street on Friday, August 28, and Saturday August 29 from 3:00 p.m. to 10:00 p.m.; and Main Street from Tin Lizzies Gaming Resort to Pine Street on Sunday, August 30, 2020 from 8:00 a.m. to 3:00 p.m. Roll Call: Aye-All. Motion carried.

Set

Todd moved, Struble seconded to set public hearing on July 6 for PBR Events. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, JUNE 15, 2020

Set

Struble moved, Todd seconded to set public hearing on July 6 for creation of Zone 4 for Open Container for Outlaw Square located at 703 Main Street. (Zone 4 to include Outlaw Square only, between Main Street, Deadwood Street, and Pioneer Way) Roll Call: Aye-All. Motion carried.

Set

Todd moved, Martinisko seconded to set public hearing on July 6 for SDN Communications to occupy 60 sf of public space in City Hall mechanical room. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Insurance

Finance Officer McKeown stated this is the annual renewal. Struble moved, Johnson seconded to renew Wellmark health insurance for employees from August 1, 2020 through July 31, 2021 at a 2.95% premium increase and allow Mayor to sign all associated documents. Roll Call: Aye-All. Motion carried.

Bus Tour

Transportation and Facilities Director Kruzel stated Nugget Trading Post owner expressed his concern about allowing Original Deadwood Tours to park in front of business and also has shown interest in purchasing the bus. Discussion was held concerning location. Police Chief Mertens recommended continuing and allowing Parking and Transportation to review. Martinisko moved, Johnson seconded to continue for review from Parking and Transportation. Roll Call: Aye-All. Motion carried.

Easement

Zoning Administrator Russell explained the easement and project at 56 Taylor. Martinisko moved, Johnson seconded to allow Mayor to sign Permanent Easement and Temporary Construction Easement for construction and maintenance of the City owned retaining wall located at 56 Taylor Avenue. Roll Call: Aye-All. Motion carried.

Purchase

Public Works Director Nelson Jr. explained the purchase and trade in. Struble moved, Martinisko seconded to purchase Scag Liberty 48: Z-Turn mower (SZL48-21FR) from Dakota Equipment Rental in the amount of \$3,350.00, including trade allowance of 15-year old Husky Z-Turn mower. Roll Call: Aye-All. Motion carried.

Proposal

Nelson Jr. explained the project which involves city doing removal of asphalt and sequencing to maintain access. He stated two other quotes were received. Martinisko moved, Struble seconded to accept proposal from Schmidt Construction for Broadway Street Project in the amount of \$19,500.00. Roll Call: Aye-All. Motion carried.

Purchase

Nelson Jr. explained the purchase and repairs on equipment. Nelson Jr. stated four proposals from 4 companies. Martinisko moved, Johnson seconded to allow Public Work's department to prepare and sign contract with Butler Machinery, for the lease of two 2019 Caterpillar CAT 938M Wheel loaders, trading in two units both 2010 Caterpillar 938H. No funds expended in 2020 with lease payments to be budgeted in 2021, with annual appropriation. Roll Call: Aye-All. Motion carried.

Purchase

Fire Chief Rakow explained the purchase. Johnson moved, Struble seconded allow Fire Department to purchase 3 sets of personal protective equipment in the amount not to exceed \$10,000.00 from Heiman Fire Equipment. (To be paid from budgeted Fire Equipment line item.) Roll Call: Aye-All. Motion carried.

Purchase

Rakow explained purchase would be radios, fire shelters and helmets. Johnson moved, Todd seconded to allow Fire Department to purchase equipment allotted with the VFA Grant in the amount of \$9,631.10. (To be paid from Fire Equipment line item with 50% reimbursed thru approved grant from State Wildland Division.) Roll Call: Aye-All. Motion carried. Martinisko thanked Chief for keeping department up to date on equipment.

REGULAR MEETING, JUNE 15, 2020

Purchase

Kruzel explained the project and safety concern to the seats. Struble moved, Todd seconded to purchase materials needed for VIP seat bases at Event Complex, amount not to exceed \$11,000.00. City staff will install. (To be paid from HP Capital Assets.) Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. Discuss outside seating options during COVID 19. Harley Kirwan asked to allow seating outside businesses to help with social distancing. Mayor Ruth Jr. stated a public hearing will be needed to allow street closure and opportunity to voice concerns. Ruth Jr. recommended task force meet again and come forward with a plan. He thanked the task force for their efforts and continue discussion and allow opinions from everyone who will be impacted. Commissioner Todd questioned tables on sidewalks. Nir Giist stated tables would allow customers to sit outside and eat. Russell stated goal of the task force is to find creative ways to work together, and allow pedestrians to access sidewalk safely. Ruth Jr. would like the places identified where seating would be available on Main Street.
- B. Deadwood Library and Recreation Center opening June 15th and Trolley starting up June 29th from 8:00 am to midnight, all with restrictions due to COVID-19.

ADJOURNMENT

Martinisko moved, Johnson seconded to adjourn the regular session at 5:46 p.m. The next regular meeting will be on Monday, July 6, 2020.

ATTEST:

DATE: _____

Jessica McKeown, Finance Officer

BY:

David Ruth Jr., Mayor

Published once at the total approximate cost of _____

SPECIAL MEETING, JUNE 26, 2020

The Special Session of the Deadwood City Commission convened on Friday, June 26, 2020 at 8:30 a.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, and Commissioners Michael Johnson and Charlie Struble. Commissioners Sharon Martinisko and Gary Todd were absent. All motions passed unanimously unless otherwise stated.

Wedding

Public hearing was opened at 8:31 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed.

Johnson moved, Struble seconded to allow open container in zone 3 excluding Deadwood Street on June 28 from 2:00 p.m. to 7:00 p.m. for Keehn Moore Wedding at Outlaw Square. Roll Call: Aye-All. Motion carried.

ADJOURNMENT

Struble moved, Johnson seconded to adjourn the regular session at 8:32 a.m. The next regular meeting will be on Monday, July 6, 2020.

ATTEST:

DATE: _____

Jessica McKeown, Finance Officer

BY:

David Ruth Jr., Mayor

Published once at the total approximate cost of _____

PACKET: 05073 COMBINED - 7/7/20

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 |
|---------|-------------------------|-----------------|------------------|--|------------------|-----------------|
| 01-3309 | THE LORD'S CUPBOARD | | | | | |
| | | I-061720 | 101-3000-699 | MISC REVENUE RECYCLING PROCEEDS | 000000 | 42.90 |
| | | | | DEPARTMENT | NON-DEPARTMENTAL | TOTAL: 42.90 |
| 01-0578 | TWIN CITY HARDWARE & LU | | | | | |
| | | I-2006-078524 | 101-4111-422-02 | SAFETY - COVI (4) PLASTIC SPRAY BOTTLES/COVI | 000000 | 11.96 |
| | | I-2006-078772 | 101-4111-422-02 | SAFETY - COVI SMOOTH RODS/COVID19 | 000000 | 16.98 |
| | | I-2006-079495 | 101-4111-422-02 | SAFETY - COVI ASSORTED CABLE TIES/COVID19 | 000000 | 11.99 |
| 01-0942 | INNOVATIVE OFFICE SOLUT | | | | | |
| | | I-74538-1 | 101-4111-426 | SUPPLIES COMMISSION MINUTE BOOK | 000000 | 454.60 |
| 01-1406 | STRETCH'S GLASS & CUSTO | | | | | |
| | | I-I028135 | 101-4111-422-02 | SAFETY - COVI 22X48 1/4" PLEXIGLASS/COVID19 | 000000 | 46.65 |
| | | I-I028136 | 101-4111-422-02 | SAFETY - COVI 32X32-32X30 PLEXIGLASS/COVID19 | 000000 | 126.70 |
| | | I-I028138 | 101-4111-422-02 | SAFETY - COVI 1/4" PLEXIGLAS/COVID19 | 000000 | 63.35 |
| | | I-I028139 | 101-4111-422-02 | SAFETY - COVI LEXAN GUARDS TROLLEY/COVID19 | 000000 | 1,321.71 |
| 01-1502 | BLACK HILLS CHEMICAL | | | | | |
| | | I-173687B | 101-4111-422-02 | SAFETY - COVI FOAM REFRESH SANITIZER/COVID19 | 000000 | 407.34 |
| | | I-174908E | 101-4111-422-02 | SAFETY - COVI BLUE NITRILE GLOVES/COVID-19 | 000000 | 12.70 |
| | | I-176103A | 101-4111-422-02 | SAFETY - COVI FOAM SANITIZER-DISPENSER/COVID | 000000 | 212.16 |
| | | I-178112 | 101-4111-422-02 | SAFETY - COVI HAND SANITIZER PUMP BTL/COVID1 | 000000 | 348.00 |
| | | I-178253 | 101-4111-422-02 | SAFETY - COVI BLEACH-SANITIZER-TP-TOWEL/COVI | 000000 | 395.58 |
| | | I-178790 | 101-4111-422-02 | SAFETY - COVI BLEACH-ROLL TOWEL-TISSUE/COVID | 000000 | 425.78 |
| | | I-178931 | 101-4111-422-02 | SAFETY - COVI DEEP BLUESUPER CONCENTRATE/COV | 000000 | 236.64 |
| | | I-179266 | 101-4111-422-02 | SAFETY - COVI ORG GLV-FOAMY CLNR-TP/COVID19 | 000000 | 626.74 |
| 01-1694 | GRIMM'S PUMP & INDUSTRI | | | | | |
| | | I-28711 | 101-4111-422-02 | SAFETY - COVI VITAL OXIDE CS 4 GLS/COVID19 | 000000 | 178.20 |
| 01-1705 | VANWAY TROPHY | | | | | |
| | | I-100470 | 101-4111-426 | SUPPLIES KEYCHAINS/SERVICE AWARDS | 000000 | 112.50 |
| 01-1743 | LEAD-DEADWOOD SCHOOL DI | | | | | |
| | | I-COVID-19 6/20 | 101-4111-422-02 | SAFETY - COVI 1000 SURGICAL MASKS/COVID | 000000 | 768.50 |
| 01-2319 | BAUDVILLE | | | | | |
| | | I-3662430 | 101-4111-426 | SUPPLIES SERVICE AWARDS | 000000 | 114.19 |
| 01-3060 | QUIK SIGNS | | | | | |
| | | I-30290 | 101-4111-422-02 | SAFETY - COVI 24X36 MNTD ON COROPLAST/COVID | 000000 | 272.23 |
| | | | | DEPARTMENT 111 | COMMISSION | TOTAL: 6,164.50 |
| 01-0433 | WELLMARK BLUE CROSS BLU | | | | | |

PACKET: 05073 COMBINED - 7/7/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 142 FINANCE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|----------------|------------------|--|--------|----------|
| 01-0433 | WELLMARK BLUE CROSS BLU | continued | | | | |
| | | I-07/01/20 | 101-4142-415 | GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S | 000000 | 3,233.29 |
| 01-1171 | A & B BUSINESS SOLUTION | | | | | |
| | | I-IN737143 | 101-4142-422 | PROFESSIONAL COPIER CONTRACT - FINANCE | 000000 | 99.73 |
| 01-3135 | A - Z SHREDDING, INC. | | | | | |
| | | I-24840062320 | 101-4142-422 | PROFESSIONAL SHREDDING DOCUMENTS | 000000 | 11.11 |
| 01-3877 | MUTUAL OF OMAHA | | | | | |
| | | I-001098537539 | 101-4142-415 | GROUP INSURAN LIFE INSURANCE | 000000 | 16.46 |
| | | | | | | |
| | | | | DEPARTMENT 142 FINANCE | TOTAL: | 3,360.59 |

| | | | | | | |
|---------|--------------------|------------------|-----------------|--|--------|----------|
| 01-0429 | BLACK HILLS ENERGY | | | | | |
| | | I-POWER 06/30/20 | 101-4192-428 | UTILITIES WELCOME SIGN UPPER MAIN | 000000 | 17.90 |
| | | I-POWER 06/30/20 | 101-4192-428 | UTILITIES WELCOME SIGN BOULDER CANYON | 000000 | 17.65 |
| | | I-POWER 06/30/20 | 101-4192-428 | UTILITIES WELCOME SIGN JCT HWY 385 & CLI | 000000 | 16.52 |
| | | I-POWER 06/30/20 | 101-4192-428 | UTILITIES 1 MILLER STREET | 000000 | 17.54 |
| | | I-POWER 06/30/20 | 101-4192-428 | UTILITIES 17 RAYMOND ST LIGHTS | 000000 | 18.25 |
| | | I-POWER 06/30/20 | 101-4192-428 | UTILITIES WELCOME SIGN DEADWOOD HILL | 000000 | 23.36 |
| | | I-POWER 06/30/20 | 101-4192-428 | UTILITIES SAMPSON STREET PUMP | 000000 | 19.00 |
| | | I-POWER 06/30/20 | 101-4192-428 | UTILITIES PRESSURE REG STATION | 000000 | 93.01 |
| | | I-POWER 06/30/20 | 101-4192-428 | UTILITIES GAYVILLE PUMP | 000000 | 15.00 |
| | | I-POWER 06/30/20 | 101-4192-428 | UTILITIES 1 MCKINLEY ST TRAFFIC LIGHTS | 000000 | 55.98 |
| | | I-POWER 06/30/20 | 101-4192-428 | UTILITIES WELL HOUSE OAKRIDGE CEMETERY | 000000 | 171.91 |
| | | I-POWER 06/30/20 | 101-4192-428 | UTILITIES 565 MAIN STREET LIGHTS | 000000 | 22.86 |
| | | I-POWER 06/30/20 | 101-4192-428 | UTILITIES 135 SHERMAN STREET LIGHTS | 000000 | 51.70 |
| | | I-POWER 06/30/20 | 101-4192-428-13 | UTILITIES - R 105 SHERMAN ST REC CENTER | 000000 | 4,209.48 |
| | | I-POWER 06/30/20 | 101-4192-428 | UTILITIES 398 WILLIAMS STREET LIGHTS | 000000 | 24.38 |
| | | I-POWER 06/30/20 | 101-4192-428 | UTILITIES 51 1/2 DUNLOP AVE LIGHTS | 000000 | 19.28 |
| | | I-POWER 06/30/20 | 101-4192-428 | UTILITIES 610 BROADWAY STREET | 000000 | 98.28 |
| | | I-POWER 06/30/20 | 101-4192-428-07 | UTILITIES - F FIRE HALL | 000000 | 630.28 |
| | | I-POWER 06/30/20 | 101-4192-428-07 | UTILITIES - F 737 MAIN STREET FIRE HALL | 000000 | 9.90 |
| | | I-POWER 06/30/20 | 101-4192-428 | UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL | 000000 | 36.30 |
| | | I-POWER 06/30/20 | 101-4192-428-19 | UTILITIES - G 418 CLIFF STREET GATEWAY | 000000 | 38.89 |
| | | I-POWER 06/30/20 | 101-4192-428-03 | UTILITIES - B BALLFIELD 15 CRESCENT ST | 000000 | 92.68 |
| | | I-POWER 06/30/20 | 101-4192-428 | UTILITIES CORNER TRAFFIC SIGNAL LIGHTS | 000000 | 124.01 |
| | | I-POWER 06/30/20 | 101-4192-428 | UTILITIES SPEED SIGN 101 CHARLES STREET | 000000 | 17.52 |
| | | I-POWER 06/30/20 | 101-4192-428 | UTILITIES 8 DAKOTA ST LIGHTS | 000000 | 20.54 |
| | | I-POWER 06/30/20 | 101-4192-428 | UTILITIES 2 BURNHAM AVE LIGHTS | 000000 | 64.33 |
| | | I-POWER 06/30/20 | 101-4192-428 | UTILITIES PUMP 119 DENVER AVENUE | 000000 | 908.29 |
| | | I-POWER 06/30/20 | 101-4192-428 | UTILITIES 49 SHERMAN ST LIGHTS | 000000 | 100.88 |
| | | I-POWER 06/30/20 | 101-4192-428 | UTILITIES TRAFFIC LIGHTS 4 LANE | 000000 | 51.54 |
| | | I-POWER 06/30/20 | 101-4192-428 | UTILITIES 509 WILLIAMS STREET LIGHTS | 000000 | 21.73 |
| | | I-POWER 06/30/20 | 101-4192-428 | UTILITIES TIMMS LANE POLE BUILDING | 000000 | 32.86 |
| | | I-POWER 06/30/20 | 101-4192-428-10 | UTILITIES - L DEADWOOD LIBRARY | 000000 | 300.39 |
| | | I-POWER 06/30/20 | 101-4192-428 | UTILITIES 105 1/2 SHERMAN ST TRAFFIC LTS | 000000 | 65.57 |

PACKET: 05073 COMBINED - 7/7/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|--------------------|-----------|------------------|--|--------|----------|
| 01-0429 | BLACK HILLS ENERGY | continued | | | | |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES 102 WATER TANK LANE | 000000 | 15.00 |
| | I-POWER | 06/30/20 | 101-4192-428-15 | UTILITIES - T TROLLEY BARN | 000000 | 158.87 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES 7 1/2 PECK STREET LIGHTS | 000000 | 30.89 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES WILD BILL STATUE LIGHT | 000000 | 15.00 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES 135 WILLIAMS STREET LIGHTS | 000000 | 24.93 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES 34 LINCOLN AVENUE LIGHTS | 000000 | 43.09 |
| | I-POWER | 06/30/20 | 101-4192-428-06 | UTILITIES - D RODEO GROUNDS ARENA | 000000 | 24.25 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES 368 WILLIAMS STREET LIGHTS | 000000 | 16.29 |
| | I-POWER | 06/30/20 | 101-4192-428-09 | UTILITIES - H THORPE BLDG 150 SHERMAN ST | 000000 | 646.60 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES 65 SHERMAN STREET | 000000 | 1,342.85 |
| | I-POWER | 06/30/20 | 101-4192-428-01 | UTILITIES - A ADAMS HOUSE INFO CENTER | 000000 | 114.49 |
| | I-POWER | 06/30/20 | 101-4192-428-07 | UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL | 000000 | 18.09 |
| | I-POWER | 06/30/20 | 101-4192-428-03 | UTILITIES - B CONSESSION STAND 16 CRESCENT | 000000 | 114.27 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES PRV 180 CLIFF STREET | 000000 | 25.31 |
| | I-POWER | 06/30/20 | 101-4192-428-17 | UTILITIES - D DAYS OF '76 MUSEUM 40 CRESCENT | 000000 | 2,448.94 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES 20 WABASH STREET LIGHTS | 000000 | 26.15 |
| | I-POWER | 06/30/20 | 101-4192-428-04 | UTILITIES - C 108 SHERMAN STREET CITY HALL | 000000 | 3,430.54 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES 22 DUDLEY STREET LIGHTS | 000000 | 26.42 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES 9 CEMETERY STREET LIGHTS | 000000 | 17.79 |
| | I-POWER | 06/30/20 | 101-4192-428-02 | UTILITIES - A ADAMS MUSEUM | 000000 | 504.13 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES METHODIST MEMORIAL PARK | 000000 | 20.33 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES CUTTING MINE DEADWOOD GULCH | 000000 | 19.00 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES 101 MICKELSON TRAIL | 000000 | 443.09 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES PUMPHOUSE 34 MT MORIAH DRIVE | 000000 | 18.69 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES 0 US HWY 14A TRAFFIC SIG | 000000 | 36.04 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES 17 PLEASANT ST LIGHTS | 000000 | 24.36 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES 703 MAIN ST | 000000 | 581.02 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES TICKET BOOTH/BATHROOM | 000000 | 87.90 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES 301 CLIFF STREET | 000000 | 1,043.77 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES PRV STATION 4 DAKOTA STREET | 000000 | 94.47 |
| | I-POWER | 06/30/20 | 101-4192-428-01 | UTILITIES - A ADAMS HOUSE | 000000 | 476.35 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES 178 SHERMAN STREET LIGHTS | 000000 | 61.90 |
| | I-POWER | 06/30/20 | 101-4192-428-21 | UTILITIES - W 501 MAIN STREET WELCOME CENTER | 000000 | 967.06 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES 46 FREMONT STREET LIGHTS | 000000 | 37.75 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES 22 WASHINGTON STREET LIGHTS | 000000 | 53.07 |
| | I-POWER | 06/30/20 | 101-4192-428-08 | UTILITIES - H INTERPRETIVE CENTER | 000000 | 223.52 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES 4 MT MORIAH ROAD LIGHTS | 000000 | 30.22 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES MT MORIAH VISITORS CENTER | 000000 | 192.65 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES 5 SIEVER STREET | 000000 | 518.35 |
| | I-POWER | 06/30/20 | 101-4192-428-11 | UTILITIES - P PARK SHOP 15 CRESCENT STREET | 000000 | 310.48 |
| | I-POWER | 06/30/20 | 101-4192-428-06 | UTILITIES - D 15 CRESCENT STREET RODEO | 000000 | 596.18 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES 7 1/2 SAMPSON STREET LIGHTS | 000000 | 34.48 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES 62 FOREST AVENUE LIGHTS | 000000 | 29.03 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES REDWOOD TANK | 000000 | 174.91 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES PUMP 50 PLEASANT STREET | 000000 | 18.43 |
| | I-POWER | 06/30/20 | 101-4192-428-12 | UTILITIES - P DEADWOOD PAVILION | 000000 | 101.60 |
| | I-POWER | 06/30/20 | 101-4192-428-12 | UTILITIES - P 767 MAIN STREET | 000000 | 19.79 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES TRAFFIC SIGNALS & PRK LOT BLDG | 000000 | 33.21 |

PACKET: 05073 COMBINED - 7/7/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|-----------|------------------|---|--------|----------|
| 01-0429 | BLACK HILLS ENERGY | continued | | | | |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES WATER HEAT TAPE | 000000 | 15.00 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES PRESSURE REDUCTION STATION | 000000 | 58.41 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES FLAG 2 MOUNT MARIAH DRIVE | 000000 | 33.66 |
| | I-POWER | 06/30/20 | 101-4192-428-14 | UTILITIES - S CITY SHOP 62 DUNLOP AVENUE | 000000 | 705.19 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES 500 1/2 MAIN ST | 000000 | 24.28 |
| | I-POWER | 06/30/20 | 101-4192-428 | UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST | 000000 | 15.00 |
| 01-0433 | WELLMARK BLUE CROSS BLU | | | | | |
| | I-07/01/20 | | 101-4192-415 | GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S | 000000 | 3,926.82 |
| 01-0510 | GOLDEN WEST TECHNOLOGIE | | | | | |
| | I-369004 | | 101-4192-422-14 | PROFESSIONAL PRINTER SET UP RHONDA/STR | 000000 | 106.25 |
| 01-0553 | MONTANA DAKOTA UTILITIE | | | | | |
| | I-NAT GAS | 06/23/20 | 101-4192-428-04 | UTILITIES - C CITY HALL | 000000 | 103.89 |
| | I-NAT GAS | 06/23/20 | 101-4192-428-14 | UTILITIES - S CITY SHOP | 000000 | 28.80 |
| | I-NAT GAS | 06/23/20 | 101-4192-428-02 | UTILITIES - A ADAMS MUSEUM | 000000 | 63.29 |
| | I-NAT GAS | 06/23/20 | 101-4192-428-07 | UTILITIES - F FIRE HALL | 000000 | 166.30 |
| | I-NAT GAS | 06/23/20 | 101-4192-428-13 | UTILITIES - R REC CENTER | 000000 | 1,608.62 |
| | I-NAT GAS | 06/23/20 | 101-4192-428-01 | UTILITIES - A ADAMS HOUSE | 000000 | 85.56 |
| | I-NAT GAS | 06/23/20 | 101-4192-428 | UTILITIES GAYVILLE WATER HOUSE | 000000 | 19.82 |
| | I-NAT GAS | 06/23/20 | 101-4192-428-09 | UTILITIES - H HARCC | 000000 | 63.75 |
| | I-NAT GAS | 06/23/20 | 101-4192-428-19 | UTILITIES - G GATEWAY PLUMA | 000000 | 23.56 |
| | I-NAT GAS | 06/23/20 | 101-4192-428-08 | UTILITIES - H HISTORY CENTER | 000000 | 36.00 |
| | I-NAT GAS | 06/23/20 | 101-4192-428-11 | UTILITIES - P CITY PARKS DEPT | 000000 | 20.91 |
| | I-NAT GAS | 06/23/20 | 101-4192-428-15 | UTILITIES - T TROLLEY BARN | 000000 | 27.68 |
| | I-NAT GAS | 06/23/20 | 101-4192-428-21 | UTILITIES - W WELCOME CENTER | 000000 | 95.59 |
| | I-NAT GAS | 06/23/20 | 101-4192-428-17 | UTILITIES - D PERMANENT METER LOCATION | 000000 | 192.57 |
| | I-NAT GAS | 06/23/20 | 101-4192-428-24 | UTILITIES - O 703 MAIN OUTLAW SQUARE | 000000 | 58.51 |
| | I-NAT GAS | 06/23/20 | 101-4192-428-10 | UTILITIES - L LIBRARY | 000000 | 0.00 |
| | I-NAT GAS LIBRARY | | 101-4192-428-10 | UTILITIES - L NATURAL GAS SRVC 5/21-6/22/20 | 000000 | 65.87 |
| 01-0578 | TWIN CITY HARDWARE & LU | | | | | |
| | C-2005-075138 | | 101-4192-425-23 | REPAIRS - WAT FAN UPGR KIT-HOSE SHUT OFF/PRV | 000000 | 23.51- |
| | I-2005-074953 | | 101-4192-425-13 | REPAIRS - REC PASTEL BASE PAINT/REC CENTER | 000000 | 41.99 |
| | I-2005-074981 | | 101-4192-425-17 | REPAIRS-DAYS OUTLET-WALLPLATE/DAYS MUS | 000000 | 6.48 |
| | I-2005-075 | | 101-4192-425-03 | REPAIRS - BAL WATER HEATER-SHIPPIING/BALLPARK | 000000 | 344.75 |
| | I-2005-075213 | | 101-4192-425-03 | REPAIRS - BAL WATER HEATER-SHIPPIING/BALLPARK | 000000 | 344.75 |
| | I-2005-075266 | | 101-4192-425-04 | REPAIRS - CIT TITEBOND GLUE-TRIM 8X1/CITY HA | 000000 | 19.48 |
| | I-2005-075384 | | 101-4192-425-13 | REPAIRS - REC (2) GAL PASTEL PAINT/REC CENTE | 000000 | 83.98 |
| | I-2005-075473 | | 101-4192-425-13 | REPAIRS - REC (2) TRUCK UTILITY WHEEL/REC | 000000 | 60.98 |
| | I-2005-075488 | | 101-4192-425-03 | REPAIRS - BAL CLIP-TEE-NIPPLE-ADAPTER/BALLFI | 000000 | 87.40 |
| | I-2005-075611 | | 101-4192-425-13 | REPAIRS - REC OUTLET-SHOWERHEAD-BATTERY/REC | 000000 | 85.44 |
| | I-2005-075793 | | 101-4192-425-13 | REPAIRS - REC WOOD SCREW-TAP CARD-ASTENERS/R | 000000 | 30.64 |
| | I-2005-075843 | | 101-4192-425-13 | REPAIRS - REC QUICK LINK-5/16-3/8/REC CENTER | 000000 | 20.96 |
| | I-2006-076297 | | 101-4192-426 | SUPPLIES SECURITY BIT SET/PUBLIC BLDGS | 000000 | 14.99 |
| | I-2006-076306 | | 101-4192-425-13 | REPAIRS - REC COAT AND HAT HOOK/REC CENTER | 000000 | 34.95 |
| | I-2006-076507 | | 101-4192-425-13 | REPAIRS - REC BLEACH-TAPE-CAULK-RING/REC CEN | 000000 | 51.53 |

PACKET: 05073 COMBINED - 7/7/20
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|---------------|------------------|--|--------|----------|
| 01-0578 | TWIN CITY HARDWARE & LU | continued | | | | |
| | | I-2006-076892 | 101-4192-425-13 | REPAIRS - REC BASE PAINT-CONSTRUCT LAG/REC C | 000000 | 54.98 |
| | | I-2006-077083 | 101-4192-425-04 | REPAIRS - CIT BUTT SPLICE-PLUG-BL ENAMEL/CIT | 000000 | 26.47 |
| | | I-2006-077346 | 101-4192-425-13 | REPAIRS - REC EPOXY-SMOOTH ROD-ROLL MOP/REC | 000000 | 83.28 |
| | | I-2006-077524 | 101-4192-426 | SUPPLIES (3) GIANT BULK STG HOOK/PUB BL | 000000 | 11.97 |
| | | I-2006-077814 | 101-4192-425-13 | REPAIRS - REC HOOK-SCREW-PREMIUM STUD/REC | 000000 | 47.94 |
| | | I-2006-077883 | 101-4192-425-13 | REPAIRS - REC WALL PLATE-COAT & HAT HOOK/REC | 000000 | 12.95 |
| | | I-2006-078086 | 101-4192-425-08 | REPAIRS - HIS BS PAINT-PASTEL PAINT-WTR/HIST | 000000 | 43.97 |
| | | I-2006-078169 | 101-4192-425-13 | REPAIRS - REC 4.5 AMP BATTERY/REC CENTER | 000000 | 25.06 |
| | | I-2006-078258 | 101-4192-425-08 | REPAIRS - HIS 1.5 GPF URINAL KIT/HISTORY | 000000 | 53.98 |
| | | I-2006-078318 | 101-4192-425-13 | REPAIRS - REC GLV-HINGE-HASP-STRIP/REC CENT | 000000 | 46.95 |
| | | I-2006-078323 | 101-4192-426-04 | SUPPLIES - CI DIAL GOLD 32 OZ REFILL/CITY HA | 000000 | 5.99 |
| | | I-2006-078419 | 101-4192-425-13 | REPAIRS - REC HOOK-VINEGAR-BOARD/REC CENT | 000000 | 101.88 |
| | | I-2006-078469 | 101-4192-425-13 | REPAIRS - REC STRAINER-BUSHING-THREADLOCK/RE | 000000 | 33.07 |
| | | I-2006-078746 | 101-4192-425-24 | REPAIRS - OUT STRUCTURE-ER IRON/OSQ | 000000 | 27.94 |
| | | I-2006-078770 | 101-4192-425-04 | REPAIRS - CIT ROPE THIMBLE-CABLE-STOPS/CITY | 000000 | 14.67 |
| | | I-2006-078907 | 101-4192-425-13 | REPAIRS - REC BRUSH-POLISH-RAZOR BLADE/REC | 000000 | 27.97 |
| | | I-2006-079261 | 101-4192-425-24 | REPAIRS - OUT WOOD OIL-GLUE-FOAM BRUSH/OSQ | 000000 | 27.35 |
| | | I-2006-079269 | 101-4192-425-17 | REPAIRS-DAYS FLAT CLEAR BASE PAINT/DAYS MUS | 000000 | 24.99 |
| | | I-2006-079398 | 101-4192-425-24 | REPAIRS - OUT CORNER IRON/OUTLAW SQUARE | 000000 | 5.99 |
| | | I-2006-079429 | 101-4192-425-24 | REPAIRS - OUT PHL TAPPER-WALL ANCHOR/OSQ | 000000 | 84.74 |
| | | I-2006-079527 | 101-4192-425-06 | REPAIRS - DAY SCREW-BRACE-FASTENERS/GRANDST | 000000 | 119.89 |
| | | I-2006-079571 | 101-4192-425-24 | REPAIRS - OUT PERCUSSION BIT/OUTLAW SQUARE | 000000 | 8.98 |
| | | I-2006-079586 | 101-4192-426 | SUPPLIES (2) FLY SPRAY/PUBLIC BUILDINGS | 000000 | 25.98 |
| | | I-2006-079649 | 101-4192-425-04 | REPAIRS - CIT BATTERY BACKUP CHARGER/CITY | 000000 | 89.99 |
| | | I-2006-079790 | 101-4192-425-03 | REPAIRS - BAL EXT SCREWS-2X4 STRUCTURE/BALLP | 000000 | 90.87 |
| | | I-2006-079823 | 101-4192-425-24 | REPAIRS - OUT BOLT CUTTERS/OUTLAW SQUARE | 000000 | 44.99 |
| | | I-2006-079932 | 101-4192-425-24 | REPAIRS - OUT STEEL HOSE HANGER/OUTLAW SQUAR | 000000 | 5.49 |
| | | I-2006-080168 | 101-4192-425-08 | REPAIRS - HIS (9) KNOB ORB/HISTORY | 000000 | 58.41 |
| | | I-2006-080199 | 101-4192-425-08 | REPAIRS - HIS FLEX TAPE-ADHESIVE FASTENER/HI | 000000 | 49.98 |
| | | I-2006-080607 | 101-4192-425-08 | REPAIRS - HIS BLK CORD PLUG/HISTORY | 000000 | 5.49 |
| | | I-2006-080681 | 101-4192-425-13 | REPAIRS - REC TAPE-BRASS CAP-PINE/REC CENTER | 000000 | 11.97 |
| | | I-2006-080872 | 101-4192-425-03 | REPAIRS - BAL MULTI TOOL-CAULK/BALLPARKS | 000000 | 67.97 |
| | | I-2006-081100 | 101-4192-425-03 | REPAIRS - BAL CVR-LINER-BRUSH-TAPE-PAINT/CIT | 000000 | 199.68 |
| | | I-2006-081175 | 101-4192-425-06 | REPAIRS - DAY RECIP BLADE-BAR CLAMP/GRANDSTA | 000000 | 87.94 |
| | | I-2006-081177 | 101-4192-425-24 | REPAIRS - OUT ELBOW-TAPE-VALVE-NIPPLE/OSQ | 000000 | 68.30 |
| | | I-2006-081359 | 101-4192-425-06 | REPAIRS - DAY PWR STRIP-WALL PLATE-FASTEN/GR | 000000 | 9.57 |
| | | I-2006-081372 | 101-4192-425-06 | REPAIRS - DAY GRND SWITCH-S HOOK-HANGER/GRAD | 000000 | 15.15 |
| | | I-2006-081476 | 101-4192-425-13 | REPAIRS - REC DISH SOAP-SCOUR POWDER/REC | 000000 | 4.98 |
| 01-0782 | JACOBS PRECISION WELDIN | | | | | |
| | | I-26983 | 101-4192-425-24 | REPAIRS - OUT 6' FLAT BAR/OUTLAW SQUARE | 000000 | 12.00 |
| | | I-27026 | 101-4192-425-06 | REPAIRS - DAY 5' FLAT BAR/GRANDSTANDS | 000000 | 23.00 |
| 01-1046 | KARL'S TV & APPLIANCE, | | | | | |
| | | I-112204726 | 101-4192-425-07 | REPAIRS - FIR PTSM - ICE MAKER/FIRE HALL | 000000 | 59.96 |
| 01-1333 | DEADWOOD ELECTRIC | | | | | |
| | | I-22148 | 101-4192-422-04 | PROFESSIONAL INSTALL HEAT TAPE/CITY HALL | 000000 | 1,076.97 |

PACKET: 05073 COMBINED - 7/7/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|--------------------|------------------|---|--------|-----------|
| 01-1396 | LOWE ROOFING, INC. | | | | | |
| | | I-15432 | 101-4192-425-02 | REPAIRS - ADA ROOF REPAIRS HAIL DAMG/AD MUS | 000000 | 58,955.00 |
| 01-1483 | KNECHT HOME CENTER | | | | | |
| | | I-24282355 | 101-4192-425-13 | REPAIRS - REC CEDAR-GRAY MINWX STAIN/REC | 000000 | 31.68 |
| | | I-24519940 | 101-4192-425-03 | REPAIRS - BAL SIDING-PLYWOOD-PINE/BALLPARK | 000000 | 643.06 |
| 01-1502 | BLACK HILLS CHEMICAL | | | | | |
| | | I-178930 | 101-4192-426 | SUPPLIES 45 GAL GARBAGE BAGS/PUB BLDGS | 000000 | 819.94 |
| 01-1558 | ECOLAB PEST ELIMINATION | | | | | |
| | | I-9469069 | 101-4192-422-21 | PROFESSIONAL ANT PROGRAM/WELCOME CENTER | 000000 | 90.00 |
| 01-1626 | SERVALL UNIFORM AND LIN | | | | | |
| | | I-05/28/20 SERVALL | 101-4192-426-04 | SUPPLIES - CI CITY HALL - 0345681 | 000000 | 193.21 |
| | | I-05/28/20 SERVALL | 101-4192-426-07 | SUPPLIES - FI FIRE HALL / 0345684 | 000000 | 63.12 |
| | | I-05/28/20 SERVALL | 101-4192-426-08 | SUPPLIES - HI HISTORY / 0345682 | 000000 | 83.02 |
| | | I-05/28/20 SERVALL | 101-4192-426-10 | SUPPLIES - LI LIBRARY / | 000000 | 0.00 |
| | | I-05/28/20 SERVALL | 101-4192-426-11 | SUPPLIES - PA PARKS DEPT / 0345680 | 000000 | 40.79 |
| | | I-05/28/20 SERVALL | 101-4192-426-14 | SUPPLIES - ST STREET DEPT / 0345689 | 000000 | 144.19 |
| | | I-06/11/20 SERVALL | 101-4192-426-04 | SUPPLIES - CI CITY HALL - 0350989 | 000000 | 193.21 |
| | | I-06/11/20 SERVALL | 101-4192-426-07 | SUPPLIES - FI FIRE HALL / 0350993 | 000000 | 63.12 |
| | | I-06/11/20 SERVALL | 101-4192-426-08 | SUPPLIES - HI HISTORY / 0350990 | 000000 | 83.02 |
| | | I-06/11/20 SERVALL | 101-4192-426-10 | SUPPLIES - LI LIBRARY / 0350992 | 000000 | 33.30 |
| | | I-06/11/20 SERVALL | 101-4192-426-11 | SUPPLIES - PA PARKS DEPT / 0350987 | 000000 | 48.19 |
| | | I-06/11/20 SERVALL | 101-4192-426-14 | SUPPLIES - ST STREET DEPT / 0350988 | 000000 | 144.19 |
| | | I-06/25/20 SERVALL | 101-4192-426-04 | SUPPLIES - CI CITY HALL - 0356372 | 000000 | 193.21 |
| | | I-06/25/20 SERVALL | 101-4192-426-07 | SUPPLIES - FI FIRE HALL / 0357261 | 000000 | 63.12 |
| | | I-06/25/20 SERVALL | 101-4192-426-08 | SUPPLIES - HI HISTORY / 0356371 | 000000 | 83.02 |
| | | I-06/25/20 SERVALL | 101-4192-426-10 | SUPPLIES - LI LIBRARY / | 000000 | 0.00 |
| | | I-06/25/20 SERVALL | 101-4192-426-11 | SUPPLIES - PA PARKS DEPT / 0356369 | 000000 | 40.79 |
| | | I-06/25/20 SERVALL | 101-4192-426-14 | SUPPLIES - ST STREET DEPT / 0356370 | 000000 | 144.19 |
| 01-3032 | OTIS ELEVATOR COMPANY | | | | | |
| | | I-100400022686 | 101-4192-422-10 | PROFESSIONAL ELEVATOR MAINTENANCE/LIBRARY | 000000 | 133.18 |
| | | I-CLH15623001 | 101-4192-425-02 | REPAIRS - ADA EMERGENCY ELEV REPAIR/AD MUS | 000000 | 4,243.00 |
| 01-3060 | QUIK SIGNS | | | | | |
| | | I-30357 | 101-4192-425-24 | REPAIRS - OUT 10X6 NUDO COVERED/OUTLAW SQ | 000000 | 20.45 |
| 01-3094 | BOMGAARS | | | | | |
| | | I-06/16/20 STMT | 101-4192-426-04 | SUPPLIES - CI NAIL-NAILER INV #57638143 | 000000 | 260.77 |
| | | I-06/16/20 STMT | 101-4192-426 | SUPPLIES RT ANGLE DRILL INV #57652016 | 000000 | 139.99 |
| 01-3421 | S AND C CLEANERS | | | | | |
| | | I-06/23/20 INV 102 | 101-4192-422-04 | PROFESSIONAL CLEANING/POLICE DEPT | 000000 | 1,365.00 |
| | | I-06/23/20 INV 137 | 101-4192-422-21 | PROFESSIONAL CLEANING/WELCOME CENTER | 000000 | 1,740.00 |
| | | I-06/23/20 INV 148 | 101-4192-422-07 | PROFESSIONAL CLEANING/FIRE HALL | 000000 | 400.00 |
| | | I-06/23/20 INV 148 | 101-4192-422-10 | PROFESSIONAL CLEANING/LIBRARY | 000000 | 600.00 |

PACKET: 05073 COMBINED - 7/7/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|----------------------|------------------|--|--------|----------|
| 01-3421 | S AND C CLEANERS | continued | | | | |
| | | I-06/23/20 INV112 | 101-4192-422-13 | PROFESSIONAL 6/15-6/30 CLEANING/REC CENTER | 000000 | 1,266.50 |
| | | I-6/23/20 INV 239 | 101-4192-422 | PROFESSIONAL 5/20-6/21 CLEANING/ELEVATORS | 000000 | 122.00 |
| | | I-6/23/20 INV 239 | 101-4192-422-08 | PROFESSIONAL- 5/20-6/21 CLEANING/HIST WEEKEN | 000000 | 135.00 |
| | | I-6/23/20 INV 239 | 101-4192-422-08 | PROFESSIONAL- 5/20-6/21 CLEANING/HISTORY | 000000 | 210.00 |
| | | I-6/23/20 INV 239 | 101-4192-422-19 | PROFESSIONAL 5/20-6/21 CLEANING/GATEWAY | 000000 | 210.00 |
| | | I-6/23/20 INV 239 | 101-4192-422-03 | PROFESSIONAL 5/20-6/21 CLEANING/BALLPARK | 000000 | 210.00 |
| | | I-6/23/20 INV 239 | 101-4192-422-24 | PROFESSIONAL 5/20-6/21 CLEANING/OUTLAW SQUA | 000000 | 210.00 |
| 01-3506 | ALSCO | | | | | |
| | | I-LCAS1331606 | 101-4192-422-21 | PROFESSIONAL MATS/WELCOME CENTER | 000000 | 49.83 |
| 01-3648 | NETWORK SERVICES COMPAN | | | | | |
| | | I-6961230 | 101-4192-426 | SUPPLIES PURE LINEN AEROSOL/PB | 000000 | 233.76 |
| 01-3685 | BLACK HILLS SECURITY & | | | | | |
| | | I-06/15/20 QTRLY SRV | 101-4192-422-10 | PROFESSIONAL W-3046 LIBRARY / R248106 | 000000 | 179.85 |
| | | I-06/15/20 QTRLY SRV | 101-4192-422 | PROFESSIONAL W-5484 MM GIFT SHOP /R248115 | 000000 | 89.85 |
| | | I-06/15/20 QTRLY SRV | 101-4192-422-08 | PROFESSIONAL- W-5489 INFO CENTER / R248114 | 000000 | 104.85 |
| | | I-06/15/20 QTRLY SRV | 101-4192-422-06 | PROFESSIONAL- W-5501 RODEO / R248102 | 000000 | 104.85 |
| | | I-06/15/20 QTRLY SRV | 101-4192-422-06 | PROFESSIONAL- W-5504 RODEO / R248101 | 000000 | 104.85 |
| | | I-06/15/20 QTRLY SRV | 101-4192-422-21 | PROFESSIONAL W-5513 WELCOME / R248110 | 000000 | 104.85 |
| | | I-06/15/20 QTRLY SRV | 101-4192-422-02 | PROFESSIONAL W-2002 ADAMS MUSEUM / R248086 | 000000 | 89.85 |
| | | I-06/15/20 QTRLY SRV | 101-4192-422-04 | PROFESSIONAL W-2024 CITY HALL / R248111 | 000000 | 134.85 |
| | | I-06/15/20 QTRLY SRV | 101-4192-422-21 | PROFESSIONAL W-2048 WELCOME / R248109 | 000000 | 134.85 |
| | | I-06/15/20 QTRLY SRV | 101-4192-422-17 | PROFESSIONAL- W-2062 DAYS OF 76 / R28099 | 000000 | 134.85 |
| | | I-06/15/20 QTRLY SRV | 101-4192-422-17 | PROFESSIONAL- W-2063 DAYS OF 76 / R248100 | 000000 | 149.85 |
| | | I-06/15/20 QTRLY SRV | 101-4192-422-09 | PROFESSIONAL W-2064 HARCC / R248104 | 000000 | 134.85 |
| | | I-06/15/20 QTRLY SRV | 101-4192-422-09 | PROFESSIONAL W-2065 HARCC / R248105 | 000000 | 149.85 |
| | | I-06/15/20 QTRLY SRV | 101-4192-422-02 | PROFESSIONAL W-2066 ADAMS MUSEUM / R248087 | 000000 | 134.85 |
| | | I-06/15/20 QTRLY SRV | 101-4192-422-02 | PROFESSIONAL W-2067 ADAMS MUSEUM / R248085 | 000000 | 149.85 |
| | | I-06/15/20 QTRLY SRV | 101-4192-422-01 | PROFESSIONAL W-2074 ADAMS HOUSE / R248084 | 000000 | 149.85 |
| | | I-06/15/20 QTRLY SRV | 101-4192-422-04 | PROFESSIONAL W-2893 CITY HALL / R248112 | 000000 | 179.85 |
| | | I-06/15/20 QTRLY SRV | 101-4192-422-04 | PROFESSIONAL W-3042 CITY HALL WTR / R248113 | 000000 | 134.85 |
| | | I-06/15/20 QTRLY SRV | 101-4192-422-24 | PROFESSIONAL W-3058 OUTLAW SQUARE / R248107 | 000000 | 179.85 |
| | | I-P110801 | 101-4192-425-17 | REPAIRS-DAYS UPDATE SYSTEM CELL COMM/DAYS | 000000 | 193.88 |
| | | I-P110802 | 101-4192-425-17 | REPAIRS-DAYS UPDATE SYSTEM ELL COMM/DAYS | 000000 | 96.94 |
| | | I-P110811 | 101-4192-425-01 | REPAIRS - ADA UPDATE SYSTEM CELL COMM/AD HO | 000000 | 193.88 |
| 01-3838 | VAST BROADBAND | | | | | |
| | | I-TELEPHONE 06/16/20 | 101-4192-428-07 | UTILITIES - F FIRE DEPT | 000000 | 285.48 |
| | | I-TELEPHONE 06/16/20 | 101-4192-428-10 | UTILITIES - L LIBRARY | 000000 | 263.10 |
| | | I-TELEPHONE 06/16/20 | 101-4192-428-08 | UTILITIES - H HISTORY CENTER | 000000 | 238.33 |
| | | I-TELEPHONE 06/16/20 | 101-4192-428-13 | UTILITIES - R REC CENTER TELEPHONE | 000000 | 267.22 |
| | | I-TELEPHONE 06/16/20 | 101-4192-428-04 | UTILITIES - C CITY HALL | 000000 | 1,337.34 |
| | | I-TELEPHONE 06/16/20 | 101-4192-428-13 | UTILITIES - R REC CENTER INTERNET | 000000 | 100.00 |
| | | I-TELEPHONE 06/16/20 | 101-4192-428-14 | UTILITIES - S STREET DEPT | 000000 | 54.23 |
| | | I-TELEPHONE 06/16/20 | 101-4192-428-06 | UTILITIES - D DAYS OF 76 GRANDSTANDS | 000000 | 145.09 |
| | | I-TELEPHONE 06/16/20 | 101-4192-428-04 | UTILITIES - C CITY HALL | 000000 | 243.86 |

PACKET: 05073 COMBINED - 7/7/20
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|--|-------------------------|----------------|------------------|--|--------|------------|
| 01-3877 | MUTUAL OF OMAHA | | | | | |
| | | I-001098537539 | 101-4192-415 | GROUP INSURAN LIFE INSURANCE | 000000 | 17.33 |
| 01-3964 | CONVERGINT TECHNOLOGIES | | | | | |
| | | I-W925193 | 101-4192-422-04 | PROFESSIONAL DOOR LOCK PROBLEM-REPAIR/CITY | 000000 | 46.43 |
| 01-3977 | ACE HARDWARE OF LEAD | | | | | |
| | | I-016896 | 101-4192-425-13 | REPAIRS - REC SANDING & BUFFING SET/REC CENT | 000000 | 12.99 |
| | | I-017000 | 101-4192-425-03 | REPAIRS - BAL DUAL AERATOR CHR 0.25 GPM/BALL | 000000 | 19.98 |
| DEPARTMENT 192 PUBLIC BUILDINGS TOTAL: | | | | | | 114,115.28 |
| 01-0464 | TYLER TECHNOLOGIES, INC | | | | | |
| | | I-025-297430 | 101-4193-422 | PROFESSIONAL MAINT.CONTRACT THRU DEC'2020 | 000000 | 5,506.68 |
| DEPARTMENT 193 COMPUTER SERVICE TOTAL: | | | | | | 5,506.68 |
| 01-0433 | WELLMARK BLUE CROSS BLU | | | | | |
| | | I-07/01/20 | 101-4210-415 | GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S | 000000 | 18,027.20 |
| 01-0508 | GALLS, LLC | | | | | |
| | | I-015501840 | 101-4210-426 | SUPPLIES UNIFORM FLEECE & SHIRTS-POLICE | 000000 | 198.43 |
| | | I-015821908 | 101-4210-426 | SUPPLIES UNIFORM FLEECE, PATCHES -POLICE | 000000 | 106.81 |
| 01-1989 | SYMBOL ARTS | | | | | |
| | | I-0353470-IN | 101-4210-426 | SUPPLIES UNIFORM BADGE - POLICE | 000000 | 125.00 |
| 01-3877 | MUTUAL OF OMAHA | | | | | |
| | | I-001098537539 | 101-4210-415 | GROUP INSURAN LIFE INSURANCE | 000000 | 54.45 |
| DEPARTMENT 210 POLICE TOTAL: | | | | | | 18,511.89 |
| 01-0433 | WELLMARK BLUE CROSS BLU | | | | | |
| | | I-07/01/20 | 101-4221-415 | GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S | 000000 | 1,109.93 |
| 01-0547 | M&M SANITATION | | | | | |
| | | I-I56 | 101-4221-422 | PROFESSIONAL MONTHLY TOILET RENTAL/FIREWISE | 000000 | 120.00 |
| 01-0578 | TWIN CITY HARDWARE & LU | | | | | |
| | | I-2005-075152 | 101-4221-426 | SUPPLIES LEGAL WALL FILE - POLICE | 000000 | 19.99 |
| | | I-2006-076522 | 101-4221-425 | REPAIRS FASTENERS - FIRE DEPT | 000000 | 1.95 |
| | | I-2006-076876 | 101-4221-426 | SUPPLIES INK CARTRIDGES - FIRE DEPT | 000000 | 77.98 |
| | | I-2006-077821 | 101-4221-426 | SUPPLIES INK CARTRIDGE - FIRE DEPT | 000000 | 21.99 |
| | | I-2006-077900 | 101-4221-426 | SUPPLIES WALL MAILBOXES - FIRE DEPT | 000000 | 59.96 |
| | | I-2006-078802 | 101-4221-425 | REPAIRS 1/4" FEMALE PLUGS - FIRE DEPT | 000000 | 4.98 |
| | | I-2006-079754 | 101-4221-425 | REPAIRS 1x4 PINE BOARD - FIRE DEPT | 000000 | 6.99 |

PACKET: 05073 COMBINED - 7/7/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|----------------|------------------|--|--------|----------|
| 01-0578 | TWIN CITY HARDWARE & LU | continued | | | | |
| | | I-2006-080311 | 101-4221-426 | SUPPLIES 5x8 RULED PADS - FIRE DEPT | 000000 | 15.48 |
| 01-0600 | TRIPLE K TIRE & REPAIR | | | | | |
| | | I-I-59467 | 101-4221-425 | REPAIRS VACUUM PUMP, REPAIR A/C - FIRE | 000000 | 376.98 |
| 01-1171 | A & B BUSINESS SOLUTION | | | | | |
| | | I-IN736337 | 101-4221-422 | PROFESSIONAL COPIER CONTRACT - FIRE DEPT | 000000 | 63.02 |
| 01-1333 | DEADWOOD ELECTRIC | | | | | |
| | | I-22142 | 101-4221-425 | REPAIRS MOVE POWER/COMPRSSR, DRYER-FIRE | 000000 | 1,457.10 |
| 01-2473 | SD DEPT. OF CORRECTIONS | | | | | |
| | | I-C18D0509 | 101-4221-422 | PROFESSIONAL FIRE SUPPRESSION WORK/FIREWISE | 000000 | 457.53 |
| 01-3877 | MUTUAL OF OMAHA | | | | | |
| | | I-001098537539 | 101-4221-415 | GROUP INSURAN LIFE INSURANCE | 000000 | 3.22 |
| 01-3977 | ACE HARDWARE OF LEAD | | | | | |
| | | C-017071 | 101-4221-425 | REPAIRS RETURN OF SPRAY PAINT - FIRE | 000000 | 5.99- |
| | | I-016981 | 101-4221-426 | SUPPLIES RATCHET - FIRE DEPT | 000000 | 25.99 |
| | | I-017063 | 101-4221-425 | REPAIRS SPRAY PAINT - FIRE DEPT | 000000 | 11.98 |
| 01-4682 | ROBITAILLE, PAUL | | | | | |
| | | I-060120 | 101-4221-425 | REPAIRS REIMBS. PAINTING SUPPLIES -FIRE | 000000 | 140.85 |
| | | | | DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR | TOTAL: | 3,969.93 |
| 01-0433 | WELLMARK BLUE CROSS BLU | | | | | |
| | | I-07/01/20 | 101-4232-415 | GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S | 000000 | 1,027.73 |
| 01-1003 | VERIZON WIRELESS | | | | | |
| | | I-9856388590 | 101-4232-422 | PROFESSIONAL TABLET/BUILDING INSPECTO | 000000 | 26.97 |
| 01-3877 | MUTUAL OF OMAHA | | | | | |
| | | I-001098537539 | 101-4232-415 | GROUP INSURAN LIFE INSURANCE | 000000 | 4.93 |
| | | | | DEPARTMENT 232 BUILDING INSPECTION | TOTAL: | 1,059.63 |
| 01-0206 | SCHMIDT, WILLIAM | | | | | |
| | | I-561688 | 101-4310-433-01 | CIP - SIDEWAL REMOVE-REPLACE SECTLEE ST/ST | 000000 | 1,485.00 |
| 01-0433 | WELLMARK BLUE CROSS BLU | | | | | |
| | | I-07/01/20 | 101-4310-415 | GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S | 000000 | 7,044.22 |
| 01-0561 | SD ONE CALL | | | | | |
| | | I-SD20-1233 | 101-4310-422 | PROFESSIONAL MAY MSGS AND FAXES/STREETS | 000000 | 38.08 |

PACKET: 05073 COMBINED - 7/7/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|---------------|------------------|--|--------|----------|
| 01-0578 | TWIN CITY HARDWARE & LU | | | | | |
| | | I-2005-04950 | 101-4310-426 | SUPPLIES BAR CLAMPS/STREETS | 000000 | 46.96 |
| | | I-2005-075068 | 101-4310-426 | SUPPLIES RED MARKING PAINT/STREET | 000000 | 68.91 |
| | | I-2005-075121 | 101-4310-426 | SUPPLIES (2) 2" BLACK CAP/STREETS | 000000 | 19.98 |
| | | I-2005-075242 | 101-4310-426 | SUPPLIES FLAT WASHER-HEX NUT-CAP SCR/ST | 000000 | 47.46 |
| | | I-2005-075706 | 101-4310-426 | SUPPLIES (4) BAGS SOFTENER SALT/STREETS | 000000 | 25.96 |
| | | I-2005-075855 | 101-4310-426 | SUPPLIES CULLIGAN O-RING/STREETS | 000000 | 3.49 |
| | | I-2006-076270 | 101-4310-426 | SUPPLIES (6) RED MARKING PAINT/STREETS | 000000 | 44.94 |
| | | I-2006-076509 | 101-4310-426 | SUPPLIES (20) LAMPHOLDER SOCKET/STRTS | 000000 | 196.26 |
| | | I-2006-076535 | 101-4310-426 | SUPPLIES HEX-WING-AWG CONNECTOR-TAPE/ST | 000000 | 27.53 |
| | | I-2006-076571 | 101-4310-426 | SUPPLIES (2) GALV COUPLING/STREETS | 000000 | 25.98 |
| | | I-2006-077033 | 101-4310-426 | SUPPLIES STRUCTURAL STUDS/STREETS | 000000 | 14.97 |
| | | I-2006-077036 | 101-4310-426 | SUPPLIES GLASSES-KEYBRD DUSTER/STRTS | 000000 | 27.96 |
| | | I-2006-077072 | 101-4310-426 | SUPPLIES (14) 60 LB CONCRETE MIX/STREET | 000000 | 64.26 |
| | | I-2006-077200 | 101-4310-426 | SUPPLIES WHITE DUCT TAPE/STREETS | 000000 | 11.99 |
| | | I-2006-077274 | 101-4310-426 | SUPPLIES BIKE PADLOCK/STREET | 000000 | 9.99 |
| | | I-2006-077773 | 101-4310-426 | SUPPLIES BOX OF FLAT WASHERS/STREETS | 000000 | 11.99 |
| | | I-2006-077961 | 101-4310-426 | SUPPLIES BOX OF COSNTRUCT LAG/STREETS | 000000 | 12.99 |
| | | I-2006-078072 | 101-4310-426 | SUPPLIES COMBO SQUARE-COLD COMPOUND/ST | 000000 | 18.48 |
| | | I-2006-078249 | 101-4310-426 | SUPPLIES 6 OUTLET SURGE TAP/STREETS | 000000 | 12.99 |
| | | I-2006-079698 | 101-4310-426 | SUPPLIES ALKALINE BATTERIES VARIOUS/STR | 000000 | 34.98 |
| | | I-2006-079750 | 101-4310-426 | SUPPLIES RED MARKING PAINT/STREETS | 000000 | 68.91 |
| | | I-2006-079978 | 101-4310-426 | SUPPLIES CONCRETE FORM TUBE/STREETS | 000000 | 16.99 |
| | | I-2006-080064 | 101-4310-426 | SUPPLIES REBAR-CUTTING CHARGE/STREETS | 000000 | 9.58 |
| | | I-2006-080244 | 101-4310-426 | SUPPLIES RENTAL JACK HAMMER/STREETS | 000000 | 22.00 |
| | | I-2006-080245 | 101-4310-426 | SUPPLIES SLEDGE HANDLE-FASTENERS/STRTS | 000000 | 27.15 |
| | | I-2006-080898 | 101-4310-426 | SUPPLIES FASTENERS VARIOUS/STREETS | 000000 | 11.16 |
| | | I-2006-081098 | 101-4310-426 | SUPPLIES HOSE MENDER-HOSE SHUT OFF/STRT | 000000 | 43.98 |
| | | I-2006-081110 | 101-4310-426 | SUPPLIES (24) RED MARKING PAINT/STREETS | 000000 | 191.76 |
| | | I-2006-081145 | 101-4310-426 | SUPPLIES BRASS HOSE MENDER/STREETS | 000000 | 3.99 |
| | | I-2006-081308 | 101-4310-426 | SUPPLIES (6) BAGS CONCRETE MIX/STREETS | 000000 | 27.54 |
| 01-0677 | LAWSON PRODUCTS, INC. | | | | | |
| | | I-9307636185 | 101-4310-426 | SUPPLIES (10) 5 GA CONC PTCH TACTILE/ST | 000000 | 640.56 |
| | | I-930763686 | 101-4310-426 | SUPPLIES FLATS WASHERS-LOCK NUTS/STRTS | 000000 | 68.95 |
| 01-0782 | JACOBS PRECISION WELDIN | | | | | |
| | | I-26962 | 101-4310-422 | PROFESSIONAL HANDRAIL ON FOREST ST/STREETS | 000000 | 5,500.00 |
| 01-1003 | VERIZON WIRELESS | | | | | |
| | | I-9856388590 | 101-4310-422 | PROFESSIONAL ON CALL PHONES/STREETS | 000000 | 26.45 |
| 01-1171 | A & B BUSINESS SOLUTION | | | | | |
| | | I-IN736340 | 101-4310-426 | SUPPLIES CONTRACT BASE RENT/STREETS | 000000 | 71.05 |
| 01-1207 | SPEARFISH HUSKY | | | | | |
| | | I-0000657 | 101-4310-426 | SUPPLIES (2) BELTS/STREETS | 000000 | 50.00 |
| 01-1288 | ACE INDUSTRIAL SUPPLY, | | | | | |

PACKET: 05073 COMBINED - 7/7/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|--------------------|------------------|---|--------|----------|
| 01-1288 | ACE INDUSTRIAL SUPPLY, | continued | | | | |
| | | I-1891837 | 101-4310-426 | SUPPLIES DRILL BIT SET-BLADES-GLOVES/ST | 000000 | 1,926.36 |
| 01-1333 | DEADWOOD ELECTRIC | | | | | |
| | | I-22116 | 101-4310-422 | PROFESSIONAL REM SRVC-COMBINE W/LINCOLN/STR | 000000 | 314.01 |
| | | I-22133 | 101-4310-425 | REPAIRS REP TRAFFIC SPEED SIGN/STREETS | 000000 | 103.49 |
| | | I-22141 | 101-4310-422 | PROFESSIONAL INSP LIGHTS ON CALAMITY LN/STR | 000000 | 1,239.78 |
| 01-1374 | BUTLER MACHINERY COMPAN | | | | | |
| | | I-06W00178456 | 101-4310-425 | REPAIRS INSTALL CONTROL SWITCH/STRTS | 000000 | 161.93 |
| 01-1493 | SANITATION PRODUCTS, IN | | | | | |
| | | I-75692 | 101-4310-426 | SUPPLIES ROLL BEARING-GREASE FITTING/ST | 000000 | 346.93 |
| 01-1498 | A & J SUPPLY | | | | | |
| | | I-0920 | 101-4310-425 | REPAIRS (29) 3/16 X 1 FLAT 6'/STREETS | 000000 | 107.30 |
| 01-1725 | QUILL CORPORATION | | | | | |
| | | I-7745330 | 101-4310-426 | SUPPLIES STIRRERS-PB | 000000 | 10.77 |
| 01-1798 | CHAINSAW CENTER/DAKOTA | | | | | |
| | | I-1379366 | 101-4310-434 | MACHINERY/EQU CORDLESS HEDGETRIMMER/PARKS | 000000 | 836.85 |
| 01-3060 | QUIK SIGNS | | | | | |
| | | I-30019 | 101-4310-426 | SUPPLIES 24X24-12X18 3M REFLECT SIGNS/S | 000000 | 1,247.46 |
| | | I-30035 | 101-4310-426 | SUPPLIES 36X18 ORACAL LAM SIGN/STREETS | 000000 | 90.71 |
| | | I-30166 | 101-4310-426 | SUPPLIES (3) 12X18 ORACAL LAM SIGNS/STR | 000000 | 140.29 |
| | | I-30218 | 101-4310-426 | SUPPLIES (4) 24X24 REFLECT LAM SIGNS/ST | 000000 | 368.44 |
| 01-3094 | BOMGAARS | | | | | |
| | | I-06/16/20 STMT | 101-4310-426 | SUPPLIES (28) HORSESHOES INV #57643571 | 000000 | 69.72 |
| | | I-06/16/20 STMT | 101-4310-426 | SUPPLIES (45) HORSESHOES INV #57649777 | 000000 | 112.05 |
| 01-3563 | JANKE AND SONS TRUCKING | | | | | |
| | | I-06/02 - 06/03/20 | 101-4310-422 | PROFESSIONAL 35.731" BASE-HAUL CHARGE/STRTS | 000000 | 627.22 |
| 01-3877 | MUTUAL OF OMAHA | | | | | |
| | | I-001098537539 | 101-4310-415 | GROUP INSURAN LIFE INSURANCE | 000000 | 31.35 |
| 01-4452 | KTM DESIGN SOLUTIONS IN | | | | | |
| | | I-KTM-182632 | 101-4310-422 | PROFESSIONAL UNDERGR LOCATES MCKINLEY/STR | 000000 | 1,182.62 |
| 01-4478 | REMLINGER MANUFACTURING | | | | | |
| | | I-0000133330 | 101-4310-426 | SUPPLIES 2-2 1/2" SCREEN CLOTHES/STREET | 000000 | 1,043.80 |
| 01-4517 | STRAIGHT LINE STRIPING | | | | | |
| | | I-1604 | 101-4310-422 | PROFESSIONAL HANDICAP EMB-STRIPING/STRTS | 000000 | 1,565.68 |
| 01-4709 | TRAFFIC LOGIX CORP | | | | | |

PACKET: 05073 COMBINED - 7/7/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|----------------------------------|-------------------------|-----------|------------------|--|--------|------------------|
| ===== | | | | | | |
| 01-4709 | TRAFFIC LOGIX CORP | continued | | | | |
| | I-SIN07892 | | 101-4310-426 | SUPPLIES LED SOLAR SPEED SIGN/STREETS | 000000 | 2,649.00 |
| DEPARTMENT 310 STREETS | | | | | | TOTAL: 30,251.20 |
| ----- | | | | | | |
| 01-4630 | SANDER SANITATION SERVI | | | | | |
| | I-06/30/20 RESIDENTI | | 101-4320-422 | PROFESSIONAL JUNE RESIDENTIAL GARBAGE SRVC | 000000 | 11,589.37 |
| DEPARTMENT 320 SANITATION | | | | | | TOTAL: 11,589.37 |
| ----- | | | | | | |
| 01-0547 | M&M SANITATION | | | | | |
| | I-I123 | | 101-4370-422 | PROFESSIONAL MONTHLY TOILET RENTAL/OAKRIDGE | 000000 | 120.00 |
| 01-4566 | ALL ASPECTS INC.LAND SU | | | | | |
| | I-2019-134-5 | | 101-4370-422 | PROFESSIONAL (2) MONUMENT SETS SEC 4, 13/OA | 000000 | 350.00 |
| DEPARTMENT 370 OAKRIDGE CEMETERY | | | | | | TOTAL: 470.00 |
| ----- | | | | | | |
| 01-0213 | TRUGREEN CHEM-LAWN | | | | | |
| | I-123080054 | | 101-4520-422 | PROFESSIONAL LAWN SERVICE/HISTORY CENTER | 000000 | 49.37 |
| | I-123082186 | | 101-4520-422 | PROFESSIONAL LAWN SERVICE/ADAMS MUSEUM | 000000 | 46.51 |
| | I-123088780 | | 101-4520-422 | PROFESSIONAL LAWN SERVICE/HARCC, TRAILHD | 000000 | 46.00 |
| | I-123104754 | | 101-4520-422 | PROFESSIONAL LAWN SERVICE/ADAMS HOUSE | 000000 | 46.51 |
| | I-123109513 | | 101-4520-422 | PROFESSIONAL LAWN SERVICE/BULLOCK PARK | 000000 | 83.91 |
| | I-123422227 | | 101-4520-422 | PROFESSIONAL LAWN SERVICE/PLUMA PARK | 000000 | 138.55 |
| 01-0433 | WELLMARK BLUE CROSS BLU | | | | | |
| | I-07/01/20 | | 101-4520-415 | GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S | 000000 | 4,349.41 |
| 01-0578 | TWIN CITY HARDWARE & LU | | | | | |
| | I-2005-075709 | | 101-4520-426 | SUPPLIES NUTS-WASHERS-BOLTS-HASP/PARKS | 000000 | 228.96 |
| | I-2005-075723 | | 101-4520-426 | SUPPLIES BATTERY CLAMP-VINYL TUBE/PARKS | 000000 | 7.99 |
| | I-2006-076280 | | 101-4520-426 | SUPPLIES 1X2 PVC NIPPLE/PARKS | 000000 | 1.49 |
| | I-2006-076292 | | 101-4520-426 | SUPPLIES 1XCL PVC NIPPLE/PARKS | 000000 | 1.29 |
| | I-2006-076357 | | 101-4520-426 | SUPPLIES 50' SPRINKLER HOSE/PARKS | 000000 | 29.98 |
| | I-2006-077023 | | 101-4520-426 | SUPPLIES CON LAG SCREWS/PARKS | 000000 | 35.99 |
| | I-2006-077094 | | 101-4520-426 | SUPPLIES 256 LB PLAY-TRAFFIC SEED/PARKS | 000000 | 49.99 |
| | I-2006-077302 | | 101-4520-426 | SUPPLIES 100 PC BAR TIES/PARKS | 000000 | 8.98 |
| | I-2006-077317 | | 101-4520-426 | SUPPLIES 12 SHEET HOLE PUNCH/PARKS | 000000 | 7.99 |
| | I-2006-077413 | | 101-4520-426 | SUPPLIES 1000 PC BAR TIE/PARKS | 000000 | 24.99 |
| | I-2006-077776 | | 101-4520-426 | SUPPLIES (4) 2-CYCLE OIL/PARKS | 000000 | 9.96 |
| | I-2006-078031 | | 101-4520-426 | SUPPLIES (8) BRISTLE CHIP BRUSH/PARKS | 000000 | 35.92 |
| | I-2006-078052 | | 101-4520-426 | SUPPLIES OIL FINISH/PARKS | 000000 | 183.96 |
| | I-2006-078520 | | 101-4520-426 | SUPPLIES COVER-FRAME-BRUSH-FINISH/PARKS | 000000 | 208.90 |
| | I-2006-078525 | | 101-4520-426 | SUPPLIES ROLLER FRAME-COVER/PARKS | 000000 | 26.96 |
| | I-2006-078581 | | 101-4520-426 | SUPPLIES ADJUST NOZZLE-FAN NOZZLE/PARKS | 000000 | 13.48 |

PACKET: 05073 COMBINED - 7/7/20
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 520 PARKS
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|-----------------|------------------|--|--------|----------|
| 01-0578 | TWIN CITY HARDWARE & LU | continued | | | | |
| | | I-2006-078823 | 101-4520-426 | SUPPLIES CLAMP-HOSE CLAMP/PARKS | 000000 | 6.98 |
| | | I-2006-078884 | 101-4520-426 | SUPPLIES WEDGE ANCHOR/PARKS | 000000 | 34.99 |
| | | I-2006-079360 | 101-4520-426 | SUPPLIES JARRAH BRN T-OIL FINISH/PARKS | 000000 | 183.96 |
| | | I-2006-079876 | 101-4520-426 | SUPPLIES OIL FINISH-BRAUSH-SPRAYER/PARK | 000000 | 149.93 |
| | | I-2006-080927 | 101-4520-426 | SUPPLIES TIRE GAUGE-CORRECTION TAPE/PRK | 000000 | 19.97 |
| | | I-2006-081095 | 101-4520-426 | SUPPLIES FINISH-BRUSH-LINER-POURER/PRKS | 000000 | 160.42 |
| | | I-2006-081385 | 101-4520-426 | SUPPLIES FASTENERS VARIOUS/PARKS | 000000 | 4.42 |
| | | I-2006-081503 | 101-4520-426 | SUPPLIES PVC NIPPLE-MIPXFIP BUSHING/PAR | 000000 | 7.27 |
| | | I-206-078581 | 101-4520-426 | SUPPLIES ADJUST NOZZLE-SPRAY NOZZLE/PAR | 000000 | 13.48 |
| 01-0600 | TRIPLE K TIRE & REPAIR | | | | | |
| | | I-1-59525 | 101-4520-425 | REPAIRS FLAT REPAIR-SUPPLIES/PARKS | 000000 | 16.50 |
| 01-0653 | FASTENAL COMPANY | | | | | |
| | | I-SDSPE115669 | 101-4520-426 | SUPPLIES VARIOUS BL CABLE TIES/PARKS | 000000 | 301.68 |
| | | I-SDSPE115802 | 101-4520-426 | SUPPLIES (30) IDEAL 60700/PARKS | 000000 | 138.15 |
| 01-0677 | LAWSON PRODUCTS, INC. | | | | | |
| | | I-9307638837 | 101-4520-426 | SUPPLIES CAP SCREWS ASSTED-GEAR LUBE/PK | 000000 | 310.80 |
| 01-0782 | JACOBS PRECISION WELDIN | | | | | |
| | | I-26926 | 101-4520-425 | REPAIRS (21) GR STAND FLAG BRACKETS/PR | 000000 | 945.00 |
| | | I-26934 | 101-4520-426 | SUPPLIES (2) 1/4" ANGLE-2" FLAT BAR/PAR | 000000 | 4.45 |
| | | I-27013 | 101-4520-426 | SUPPLIES OXYGEN/PARKS | 000000 | 31.00 |
| 01-1003 | VERIZON WIRELESS | | | | | |
| | | I-9856388590 | 101-4520-422 | PROFESSIONAL ON CALL PHONES/PARKS | 000000 | 26.45 |
| 01-1498 | A & J SUPPLY | | | | | |
| | | I-0935 | 101-4520-425 | REPAIRS CEDARTONE-NUTS-BOLTS-WASHR/PRK | 000000 | 1,456.77 |
| | | I-0937 | 101-4520-426 | SUPPLIES 1" THREAD/PARKS | 000000 | 24.00 |
| 01-1502 | BLACK HILLS CHEMICAL | | | | | |
| | | I-178928 | 101-4520-426 | SUPPLIES 45 GAL GARBAGE BAGS/PARKS | 000000 | 931.75 |
| | | I-178929 | 101-4520-426 | SUPPLIES 45 GAL GARBAGE BAGS/PARKS | 000000 | 931.75 |
| 01-1798 | CHAINSaw CENTER/DAKOTA | | | | | |
| | | I-1076856 | 101-4520-425 | REPAIRS BOBCAT AUGER EXTENSION/PARKS | 000000 | 25.00 |
| | | I-1379206 | 101-4520-426 | SUPPLIES MIX OIL 2 GAL STIHL/PARKS | 000000 | 98.96 |
| | | I-1379485 | 101-4520-434 | MACHINERY/EQU SCAG LIBERTY HUSKY Z TURN/PRKS | 000000 | 3,350.00 |
| | | I-1379486 | 101-4520-426 | SUPPLIES (5) AIR FILTERS/PARKS | 000000 | 54.25 |
| | | I-137987 | 101-4520-426 | SUPPLIES (2) IX OIL 2.5 GAL/PARKS | 000000 | 24.98 |
| 01-3094 | BOMGAARS | | | | | |
| | | I-06/16/20 STMT | 101-4520-426 | SUPPLIES PRESSURE WASHER INV #57653364 | 000000 | 349.99 |
| 01-3836 | MID-AMERICAN RESEARCH C | | | | | |
| | | I-0701062-IN | 101-4520-426 | SUPPLIES BUG OFF INS REPEL-GREASE/PARKS | 000000 | 148.31 |

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 14

PACKET: 05073 COMBINED - 7/7/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|----------------------|------------------|--|--------|------------|
| 01-3877 | MUTUAL OF OMAHA | | | | | |
| | | I-001098537539 | 101-4520-415 | GROUP INSURAN LIFE INSURANCE | 000000 | 26.40 |
| 01-3977 | ACE HARDWARE OF LEAD | | | | | |
| | | I-016985 | 101-4520-426 | SUPPLIES MINERAL SPIRITS-TIM OIL/PARKS | 000000 | 168.95 |
| 01-4528 | GAGE'S GARDENS | | | | | |
| | | I-06/09/20 PERRENIAL | 101-4520-426 | SUPPLIES (117) PERRENIALS/PARKS | 000000 | 1,987.83 |
| | | | | DEPARTMENT 520 PARKS | TOTAL: | 17,571.48 |
| 01-0433 | WELLMARK BLUE CROSS BLU | | | | | |
| | | I-07/01/20 | 101-4640-415 | GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S | 000000 | 1,651.31 |
| 01-3877 | MUTUAL OF OMAHA | | | | | |
| | | I-001098537539 | 101-4640-415 | GROUP INSURAN LIFE INSURANCE | 000000 | 7.43 |
| 01-4566 | ALL ASPECTS INC.LAND SU | | | | | |
| | | I-2020-035 | 101-4640-422 | PROFESSIONAL PLAT-MICKELSON TRAIL | 000000 | 1,991.50 |
| | | | | DEPARTMENT 640 PLANNING AND ZONING | TOTAL: | 3,650.24 |
| | | | | FUND 101 GENERAL FUND | TOTAL: | 216,263.69 |

PACKET: 05073 COMBINED - 7/7/20

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|------------------|------------------------|---|--------|--------|
| 01-0433 | WELLMARK BLUE CROSS BLU | | | | | |
| | | I-07/01/20 | 206-4550-415 | GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S 000000 | | 554.24 |
| 01-1171 | A & B BUSINESS SOLUTION | | | | | |
| | | I-IN736635 | 206-4550-426 | SUPPLIES COPIER CONTRACT - LIBRARY 000000 | | 53.05 |
| 01-3877 | MUTUAL OF OMAHA | | | | | |
| | | I-001098537539 | 206-4550-415 | GROUP INSURAN LIFE INSURANCE 000000 | | 4.95 |
| 01-4711 | AMAZON CAPITAL SERVICES | | | | | |
| | | I-1C33-TM6J-XGN7 | 206-4550-434 | BOOKS, MAPS A DVDS - LIBRARY 000000 | | 92.37 |
| | | I-1C33-TM6J-XGN7 | 206-4550-434 | BOOKS, MAPS A BOOKS - LIBRARY 000000 | | 36.78 |
| | | I-1C33-TM6J-XGN7 | 206-4550-426 | SUPPLIES INK CARTRDGS., PAPER - LIBRARY 000000 | | 137.11 |
| | | I-1C33-TM6J-XGN7 | 206-4550-424 | CHILDREN'S PR CHLDRN PROG SUPPLIES - LIBRARY 000000 | | 6.45 |
| | | | DEPARTMENT 550 LIBRARY | TOTAL: | | 884.95 |
| | | | FUND 206 LIBRARY FUND | TOTAL: | | 884.95 |

PACKET: 05073 COMBINED - 7/7/20
 VENDOR SET: 01
 FUND : 209 BED & BOOZE FUND
 DEPARTMENT: N/A NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|----------------|------------------|--|----------------------|-----------------|
| 01-4712 | BROWN, KEVIN | I-062920 | 209-3510-460 | REC CNTR COLL REFUND MEMBERSHIP FEE - REC | 000000 | 65.73 |
| 01-4713 | LOCK, SONJA COPIC | I-062520 | 209-3510-460 | REC CNTR COLL REFUND REC MEMBERSHIP FEES | 000000 | 89.20 |
| | | | | DEPARTMENT | NON-DEPARTMENTAL | TOTAL: 154.93 |
| 01-0433 | WELLMARK BLUE CROSS BLU | I-07/01/20 | 209-4510-415 | GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S | 000000 | 554.24 |
| 01-0578 | TWIN CITY HARDWARE & LU | I-2005-05743 | 209-4510-426 | SUPPLIES CAT 5E CONNECTOR-WIRE/REC CENT | 000000 | 21.29 |
| | | I-2006-076548 | 209-4510-426 | SUPPLIES SCRUBBER-STAIN REMOV-BRUSH/REC | 000000 | 27.42 |
| 01-1827 | MS MAIL & MARKETING | I-11527 | 209-4510-426 | SUPPLIES SANITIZED STICKY NOTE PAD/REC | 000000 | 225.00 |
| 01-2645 | HAWKINS INC | I-4737108 | 209-4510-426 | SUPPLIES DELDRUM-HYDROCHLORIC ACID/REC | 000000 | 538.65 |
| 01-3648 | NETWORK SERVICES COMPAN | I-6892460 | 209-4510-426 | SUPPLIES SIDE PRESS WAVE BREAK/REC | 000000 | 68.70 |
| | | I-6892480 | 209-4510-426 | SUPPLIES PERF VINYL MOP HANDLE/REC CENT | 000000 | 20.46 |
| 01-3877 | MUTUAL OF OMAHA | I-001098537539 | 209-4510-415 | GROUP INSURAN LIFE INSURANCE | 000000 | 3.22 |
| | | | | DEPARTMENT 510 | REC CENTER | TOTAL: 1,458.98 |
| | | | | FUND | 209 BED & BOOZE FUND | TOTAL: 1,613.91 |

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 17

PACKET: 05073 COMBINED - 7/7/20

VENDOR SET: 01

FUND : 212 BID #8 (Business Improve)

DEPARTMENT: 630 BID 8

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|----------|------------------|------------------------------------|--------|-----------|
| 01-1441 | DAYS OF '76, INC. | | | | | |
| | | I-062420 | 212-4630-423 | MARKETING DAYS OF '76 RODEO | 000000 | 10,000.00 |
| 01-2942 | FIRST GOLD HOTEL | | | | | |
| | | I-062420 | 212-4630-423 | MARKETING 3 WHEELER RALLY | 000000 | 30,000.00 |
| 01-3602 | DEADWOOD GAMING ASSOCIA | | | | | |
| | | I-062420 | 212-4630-422 | PROFESSIONAL BID #8 | 000000 | 10,000.00 |
| | | | | DEPARTMENT 630 BID 8 | TOTAL: | 50,000.00 |
| | | | | FUND 212 BID #8 (Business Improve) | TOTAL: | 50,000.00 |

PACKET: 05073 COMBINED - 7/7/20

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|-------------------------|----------------------|------------------|--|--------|-----------------|
| 01-3060 | QUIK SIGNS | | | | | |
| | | I-30072 | 215-4572-235 | VISITOR MGMT PANORAMIC FOR REC CENTER | 000000 | 110.88 |
| | | I-30263 | 215-4572-235 | VISITOR MGMT REPAIR BROKEN BOOT & DWD SCHL | 000000 | 130.58 |
| 01-3295 | PANNIER | | | | | |
| | | I-163446 | 215-4572-235 | VISITOR MGMT FISH&HUNTER CO/WILD BILL BUST | 000000 | 1,350.00 |
| DEPARTMENT 572 HP VISITOR MGMT AND INFOR | | | | | | TOTAL: 1,591.46 |
| 01-1006 | SD MAGAZINE | | | | | |
| | | I-060920 | 215-4573-325 | HIST. INTERP. SUBSCRIPTION RENEWAL - KK & BN | 000000 | 50.00 |
| 01-2014 | TOMS, DON | | | | | |
| | | I-LEDGER PROJECT 615 | 215-4573-335 | HIST. INTERP. LC TAX RECORDS BOOK 14 OF 19 | 000000 | 600.00 |
| 01-4474 | ASSOCIATION OF S D MUSE | | | | | |
| | | I-00183 | 215-4573-325 | HIST. INTERP. MEMBERSHIP DUES RENEWAL | 000000 | 100.00 |
| DEPARTMENT 573 HP HISTORIC INTERPRETATION | | | | | | TOTAL: 750.00 |
| 01-0642 | SCHREIER ENGINEERING | | | | | |
| | | I-1120 | 215-4575-505-03 | 227 WILLIAMS 227 WILLIAMS ST ONSITE WW SYST | 000000 | 1,100.00 |
| 01-1387 | DEADWOOD GRANITE & MARB | | | | | |
| | | I-062420 | 215-4575-500 | GRANT/LOAN CE SLANT P JOHNSON/MOVE S JOHNSON | 000000 | 1,400.00 |
| 01-2597 | MORSE, MARCIA E. | | | | | |
| | | I-062420 | 215-4575-505-01 | 20 WASHINGTON MORTGAGE EXPENSE | 000000 | 240.83 |
| DEPARTMENT 575 HP DEADWOOD GRANT AND LOAN | | | | | | TOTAL: 2,740.83 |
| 01-3748 | FENTON, KRIS & MELANIE | | | | | |
| | | I-61720 | 215-4576-630 | PROFES. SERV. BLOCK CLUB FLOWER REIMBURSE | 000000 | 42.96 |
| 01-4715 | U.S. BANK | | | | | |
| | | I-5774025 | 215-4576-600 | PROFES. SERV. TRUSTEE FEE SERIES 2019 | 000000 | 1,000.00 |
| DEPARTMENT 576 HP PROFESSIONAL SERVICES | | | | | | TOTAL: 1,042.96 |
| 01-3318 | PL CARPENTRY & ASSOCIAT | | | | | |
| | | I-061520 | 215-4577-735 | CAPITAL ASSET EVENT COMPLEX ADA RAMP | 000000 | 6,553.85 |
| 01-3597 | LEAD DEADWOOD ARTS CENT | | | | | |
| | | I-174 | 215-4577-775 | CAPITAL ASSET POSTER BOARD FRAMING - H&I CTR | 000000 | 917.68 |
| DEPARTMENT 577 HP FIXED CAPITAL ASSETS | | | | | | TOTAL: 7,471.53 |

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 19

PACKET: 05073 COMBINED - 7/7/20

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|--|-------------------------|----------------|------------------|--|--------|-----------|
| 01-0433 | WELLMARK BLUE CROSS BLU | I-07/01/20 | 215-4641-415 | GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S | 000000 | 4,966.79 |
| 01-0510 | GOLDEN WEST TECHNOLOGIE | I-369005 | 215-4641-422 | PROFESSIONAL ARCHIVES PRINTER ISSUE | 000000 | 53.13 |
| 01-1003 | VERIZON WIRELESS | I-9856388590 | 215-4641-428 | UTILITIES TABLET/HISTORIC PRES | 000000 | 40.01 |
| 01-1725 | QUILL CORPORATION | I-7745330 | 215-4641-426 | SUPPLIES REUSABLE TAPE-HP | 000000 | 5.39 |
| 01-3135 | A - 2 SHREDDING, INC. | I-24840062320 | 215-4641-422 | PROFESSIONAL SHREDDING DOCUMENTS | 000000 | 22.24 |
| 01-3314 | CENTURY BUSINESS PRODUC | I-522077 | 215-4641-428 | UTILITIES HP/PZ CONTRACT 5/9/20 - 6/8/20 | 000000 | 360.89 |
| 01-3838 | VAST BROADBAND | I-061620 | 215-4641-428 | UTILITIES MT MORIAH 6/20/20 - 7/19/20 | 000000 | 138.38 |
| 01-3877 | MUTUAL OF OMAHA | I-001098537539 | 215-4641-415 | GROUP INSURAN LIFE INSURANCE | 000000 | 17.33 |
| 01-3883 | FRANKLIN BRONZE PLAQUES | I-28033-B | 215-4641-426 | SUPPLIES WELCOME CENTER PLAQUE | 000000 | 1,045.00 |
| DEPARTMENT 641 OFFICE HIST. PRES. TOTAL: | | | | | | 6,649.16 |
| FUND 215 HISTORIC PRESERVATION TOTAL: | | | | | | 20,245.94 |

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BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|------------|------------------|--|------------------|----------------|
| ===== | | | | | | |
| 01-MUN | MUNCE, TRACY | | | | | |
| | | I-061220-1 | 216-1310 | DUE FROM OTHE FOUNDATION/WINDOWS | 000000 | 12,700.00 |
| | | | | | | |
| | | | | DEPARTMENT | NON-DEPARTMENTAL | TOTAL: |
| | | | | | | 12,700.00 |
| ----- | | | | | | |
| 01-0558 | NHS OF THE BLACK HILLS | | | | | |
| | | I-2020-5 | 216-4653-422 | PROFESSIONAL SERVICE CONTRACT 5/2020 | 000000 | 4,448.75 |
| | | | | | | |
| 01-1496 | LAWRENCE CO. REGISTER O | | | | | |
| | | I-061920 | 216-4653-960 | CLOSING CO RECORD FEE WEBER | 000000 | 60.00 |
| | | I-062420-1 | 216-4653-962-05 | FACADE EASEME REC FEE 175 SHERMAN CONS EASE | 000000 | 30.00 |
| | | I-062420-2 | 216-4653-962-05 | FACADE EASEME 73 SHERMAN RECORD FEE CONS EAS | 000000 | 30.00 |
| | | I-062420-3 | 216-4653-962-09 | GHOST MURAL G RECORD FEE GRAIN BELT MURAL | 000000 | 30.00 |
| | | | | | | |
| 01-2679 | ODD JOB CONSTRUCTION | | | | | |
| | | I-163 | 216-4653-962-03 | WINDOWS GRANT WINDOWS 96 CHARLES YOST | 000000 | 3,069.90 |
| | | | | | | |
| 01-4490 | NICKLES, KACIE | | | | | |
| | | I-51 | 216-4653-962-03 | WINDOWS GRANT WINDOWS 2 DUDLEY -- MORGAN | 000000 | 4,212.50 |
| | | | | | | |
| 01-4707 | MERCHANT, ERICA | | | | | |
| | | I-061720 | 216-4653-962-09 | GHOST MURAL G GRAIN BELT BEER MURAL | 000000 | 7,934.58 |
| | | | | | | |
| 01-4708 | BECK-BRONIKOWSKI, JOHN | | | | | |
| | | I-061220 | 216-4653-962-05 | FACADE EASEME CONSERVATION FACADE EASEMENT | 000000 | 54,572.00 |
| | | | | | | |
| | | | | DEPARTMENT 653 | REVOLVING LOAN | TOTAL: |
| | | | | | | 74,387.73 |
| ----- | | | | | | |
| | | | | FUND | 216 | REVOLVING LOAN |
| | | | | | | TOTAL: |
| | | | | | | 87,087.73 |

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 21

PACKET: 05073 COMBINED - 7/7/20
VENDOR SET: 01
FUND : 517 OUTLAW SQUARE FUND
DEPARTMENT: N/A NON-DEPARTMENTAL
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|------------------|---------|------------------|---|------------------------|------------------|
| 01-2824 | WINTER & COMPANY | I-22718 | 517-3000-340 | STATE GRANTS MAIN ST MASTER PLAN - PH 2 & 3 | 000000 | 40,800.00 |
| | | | | DEPARTMENT | NON-DEPARTMENTAL | TOTAL: 40,800.00 |
| | | | | FUND | 517 OUTLAW SQUARE FUND | TOTAL: 40,800.00 |

PACKET: 05073 COMBINED - 7/7/20

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|----------------------|-------------------------|----------------|------------------|--|--------|-----------------|
| 01-0433 | WELLMARK BLUE CROSS BLU | I-07/01/20 | 602-4330-415 | GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S | 000000 | 4,270.12 |
| 01-0561 | SD ONE CALL | I-SD20-1233 | 602-4330-422 | PROFESSIONAL MAY MSGS AND FAXES/WATER | 000000 | 38.08 |
| 01-0684 | NORTHWEST PIPE FITTINGS | I-1304858 | 602-4330-426 | SUPPLIES POLY PIPE-TRACER WIRE-HEX/WTR | 000000 | 160.57 |
| | | I-1305991 | 602-4330-426 | SUPPLIES VALVE-PIPE-ADAPTOR-HYD ELL/WTR | 000000 | 218.63 |
| 01-1003 | VERIZON WIRELESS | I-9856388590 | 602-4330-422 | PROFESSIONAL ON CALL PHONES/WATER | 000000 | 26.45 |
| 01-1171 | A & B BUSINESS SOLUTION | I-IN736340 | 602-4330-426 | SUPPLIES CONTRACT BASE RENT/WATER | 000000 | 71.04 |
| 01-1365 | SD PUBLIC HEALTH LAB | I-10594319 | 602-4330-422 | PROFESSIONAL COLIFORM TESTING/WATER | 000000 | 30.00 |
| 01-3877 | MUTUAL OF OMAHA | I-001098537539 | 602-4330-415 | GROUP INSURAN LIFE INSURANCE | 000000 | 21.45 |
| 01-4057 | VIEHAUSER ENTERPRISES, | I-28150 | 602-4330-426 | SUPPLIES PRO SERIES SHROUDED PADLOCKS/W | 000000 | 606.72 |
| DEPARTMENT 330 WATER | | | | | | TOTAL: 5,443.06 |
| FUND 602 WATER FUND | | | | | | TOTAL: 5,443.06 |

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 23

PACKET: 05073 COMBINED - 7/7/20

VENDOR SET: 01

FUND : 603 SEWER FUND

DEPARTMENT: 325 SEWER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-----------------|---------|------------------|---|------------|---------------|
| 01-3875 | FMG ENGINEERING | | | | | |
| | | I-29979 | 603-4325-433 | IMPROVEMENTS PRO TESTING SRVCS LOW MAIN UTI | 000000 | 481.30 |
| | | | DEPARTMENT 325 | SEWER | TOTAL: | 481.30 |
| | | | FUND | 603 | SEWER FUND | TOTAL: 481.30 |

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BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT | | |
|---------|---------------------------|----------------------|------------------|----------------|------------------------------|---------------------|----------|----------|
| 01-1827 | MS MAIL & MARKETING | | | | | | | |
| | | I-11528 | 607-4580-426 | SUPPLIES | CHANGE REQUEST FORM/MM | 000000 | 10.00 | |
| 01-3421 | S AND C CLEANERS | | | | | | | |
| | | I-6/23/20 INV 239 | 607-4580-422 | PROFESSIONAL | 5/20-6/21 CLEANING/MT MORIAH | 000000 | 210.00 | |
| 01-3838 | VAST BROADBAND | | | | | | | |
| | | I-TELEPHONE 06/16/20 | 607-4580-428 | UTILITIES | MT MORIAH ALARM SYSTEM | 000000 | 50.87 | |
| | | I-TELEPHONE 06/16/20 | 607-4580-428 | UTILITIES | MT MORIAH TICKET BOOTH | 000000 | 135.60 | |
| 01-4487 | DONARSKI LAWN CARE & LAND | | | | | | | |
| | | I-12455 | 607-4580-422 | PROFESSIONAL | MAY MOWING LANDSCAPE/MM | 000000 | 3,307.50 | |
| | | | | DEPARTMENT 580 | HISTORIC CEMETERIES | TOTAL: | 3,713.97 | |
| | | | | FUND | 607 | HISTORIC CEMETERIES | TOTAL: | 3,713.97 |

PACKET: 05073 COMBINED - 7/7/20

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|----------------|------------------|--|--------|-----------|
| 01-4714 | BIDWELL, MARK | I-070120 | 610-3362-633 | REVENUE-CONTR REFUND OF JULY PARKING PASS | 000000 | 50.00 |
| | | | DEPARTMENT | NON-DEPARTMENTAL | TOTAL: | 50.00 |
| 01-0412 | AMERICAN ENGINEERING TE | I-176845 | 610-4360-425 | REPAIRS LAB TESTING/S CITY HALL PK LOT | 000000 | 121.10 |
| 01-0433 | WELLMARK BLUE CROSS BLU | I-07/01/20 | 610-4360-415 | GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S | 000000 | 3,233.29 |
| 01-1003 | VERIZON WIRELESS | I-9856519326 | 610-4360-424 | RENTALS PHONE SERVICE/METERS - P & T | 000000 | 40.01 |
| 01-3712 | PASSPORT LABS, INC. | I-INV-1013212 | 610-4360-422 | PROFESSIONAL MAY MOBILE PAY - METERS/ P&T | 000000 | 58.00 |
| 01-3877 | MUTUAL OF OMAHA | I-001098537539 | 610-4360-415 | GROUP INSURAN LIFE INSURANCE | 000000 | 9.90 |
| 01-4517 | STRAIGHT LINE STRIPING | I-1616 | 610-4360-422 | PROFESSIONAL STRIPES,CURBS,CROSS WALKS | 000000 | 3,421.98 |
| | | I-1617 | 610-4360-422 | PROFESSIONAL HANDICAP EMBLEMS,YELLOW STRIPE | 000000 | 1,565.68 |
| 01-4710 | BASELINE SURVEYING INC | I-20-108 | 610-4360-425 | REPAIRS CONS STAKING S CITYL PARK LOT | 000000 | 4,907.00 |
| | | | DEPARTMENT 360 | PARKING/TRANSPORTATION | TOTAL: | 13,356.96 |
| 01-0433 | WELLMARK BLUE CROSS BLU | I-07/01/20 | 610-4361-415 | GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S | 000000 | 554.97 |
| 01-0578 | TWIN CITY HARDWARE & LU | I-2005--075191 | 610-4361-426 | SUPPLIES SCREWS & BOLTS - TROLLEY | 000000 | 57.52 |
| | | I-2005-074946 | 610-4361-426 | SUPPLIES ALUM ANGLE - TROLLEY | 000000 | 14.99 |
| | | I-2005-075302 | 610-4361-426 | SUPPLIES WOOD GLUE - TROLLEY | 000000 | 13.48 |
| | | I-2006-076506 | 610-4361-426 | SUPPLIES BLADE, BOARDS - TROLLEY | 000000 | 45.97 |
| | | I-2006-078028 | 610-4361-426 | SUPPLIES LOCKABLE DRAW CATCH - TROLLEY | 000000 | 11.98 |
| | | I-2006-078248 | 610-4361-426 | SUPPLIES FASTENERS - TROLLEY | 000000 | 17.10 |
| | | I-2006-078519 | 610-4361-426 | SUPPLIES SASH LIFTS,BOLTS - TROLLEY | 000000 | 27.94 |
| | | I-2006-081221 | 610-4361-426 | SUPPLIES CLOCK, BATTERIES - TROLLEY | 000000 | 28.46 |
| | | I-2006-081309 | 610-4361-425 | REPAIRS 2x6 TREATED BRDS - TROLLEY | 000000 | 19.98 |
| 01-0600 | TRIPLE K TIRE & REPAIR | I-I-59533 | 610-4361-426 | SUPPLIES INSTALL EXH PIECES - TROLLEY | 000000 | 351.45 |
| 01-1626 | SERVALL UNIFORM AND LIN | | | | | |

PACKET: 05073 COMBINED - 7/7/20

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|----------------------|------------------|---|--------|-----------|
| 01-1626 | SERVALL UNIFORM AND LIN | continued | | | | |
| | | I-0351656 | 610-4361-422 | PROFESSIONAL LINEN-TOWELS-MATS-MOPS/TROLLEY | 000000 | 130.78 |
| | | I-0356373 | 610-4361-422 | PROFESSIONAL TOWELS & MATS - TROLLEY | 000000 | 130.78 |
| 01-1827 | MS MAIL & MARKETING | | | | | |
| | | I-11526 | 610-4361-426 | SUPPLIES TIME SHEETS - TROLLEY | 000000 | 220.00 |
| 01-3119 | CERTIFIED LABORATORIES | | | | | |
| | | I-7000574 | 610-4361-426 | SUPPLIES BRILLIANCE AEROSOL - TROLLEY | 000000 | 170.35 |
| 01-3877 | MUTUAL OF OMAHA | | | | | |
| | | I-001098537539 | 610-4361-415 | GROUP INSURAN LIFE INSURANCE | 000000 | 5.70 |
| 01-4286 | TCF EQUIPMENT FINANCE | | | | | |
| | | I-07/01/20 | 610-4361-434 | MACHINERY/EQU #300 TROLLEY | 000000 | 3,133.62 |
| | | I-07/01/20 | 610-4361-434 | MACHINERY/EQU #301TROLLEY | 000000 | 3,133.62 |
| | | I-07/01/20 | 610-4361-434 | MACHINERY/EQU #303 TROLLEY | 000000 | 3,133.62 |
| | | | DEPARTMENT 361 | TROLLEY DEPARTMENT | TOTAL: | 11,202.31 |
| 01-0429 | BLACK HILLS ENERGY | | | | | |
| | | I-POWER 06/30/20 | 610-4362-428 | UTILITIES BROADWAY PARKING RAMP | 000000 | 597.46 |
| 01-3838 | VAST BROADBAND | | | | | |
| | | I-TELEPHONE 06/16/20 | 610-4362-428 | UTILITIES PARKING RAMP | 000000 | 152.99 |
| | | | DEPARTMENT 362 | BROADWAY GARAGE | TOTAL: | 750.45 |
| | | | FUND | 610 PARKING/TRANSPORTATION | TOTAL: | 25,359.72 |

PACKET: 05073 COMBINED - 7/7/20
VENDOR SET: 01
FUND : 719 TIF #10 TRU HOTEL
DEPARTMENT: 000 NON-DEPARTMENTAL
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|--|-----------------------|----------|------------------|-------------|---------------------------------------|--------|
| 01-3362 | FIRST INTERSTATE BANK | I-060120 | 719-4000-429 | OTHER | TIF PYMT - CONRAD -#8200017357 000000 | 25.19 |
| DEPARTMENT 000 NON-DEPARTMENTAL TOTAL: | | | | | | 25.19 |
| FUND 719 TIF #10 TRU HOTEL TOTAL: | | | | | | 25.19 |

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 28

PACKET: 05073 COMBINED - 7/7/20

VENDOR SET: 01

FUND : 721 TIF #9 OPTIMA

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-----------------------|----------|------------------|-------------------|-------------------------------------|--------|
| 01-3673 | LIBERTY NATIONAL BANK | | | | | |
| | | I-060120 | 721-4000-429 | OTHER | TIF PAYMENT- AUER- #60004256 000000 | 177.35 |
| | | | DEPARTMENT 000 | NON-DEPARTMENTAL | TOTAL: | 177.35 |
| | | | FUND | 721 TIF #9 OPTIMA | TOTAL: | 177.35 |

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 29

PACKET: 05073 COMBINED - 7/7/20

VENDOR SET: 01

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT | | |
|---------|-------------------|----------|------------------|--|------------------|------------------|--------|-------|
| 01-4712 | BROWN, KEVIN | I-062920 | 722-2190 | AMOUNTS HELD REFUND MEMBERSHIP FEE - REC | 000000 | 4.27 | | |
| 01-4713 | LOCK, SONJA COPIC | I-062520 | 722-2190 | AMOUNTS HELD REFUND REC MEMBERSHIP FEES | 000000 | 5.80 | | |
| 01-4714 | BIDWELL, MARK | I-070120 | 722-2190 | AMOUNTS HELD REFUND OF JULY PARKING PASS | 000000 | 3.25 | | |
| | | | | DEPARTMENT | NON-DEPARTMENTAL | TOTAL: | 13.32 | |
| | | | | FUND | 722 | SALES TAX AGENCY | TOTAL: | 13.32 |

PACKET: 05073 COMBINED - 7/7/20

VENDOR SET: 01

FUND : 725 TIF #8 DEADWOOD STAGE RUN

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-----------------------|------------|------------------|---|---------------------|------------|
| 01-3362 | FIRST INTERSTATE BANK | | | | | |
| | | I-060120-B | 725-4000-429 | OTHER EXPENSE TIF PYMT-STAGE RUN-#8200017030 000000 | | 3,159.51 |
| | | | | DEPARTMENT 000 NON-DEPARTMENTAL | TOTAL: | 3,159.51 |
| | | | | FUND 725 TIF #8 DEADWOOD STAGE RUN | TOTAL: | 3,159.51 |
| | | | | | REPORT GRAND TOTAL: | 455,269.64 |

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

PACKET: 05064 ZCN, LLC - BID #7 PAYMENT

VENDOR SET: 01

FUND : 214 BID #7-OCCUPANCY TAX

DEPARTMENT: 630 BID #7

BUDGET TO USE: CB-CURRENT BUDGET

Additional Payment - 7/6/20

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|----------|----------|------------------|----------------|--------------------------|-------------------|
| 01-3146 | ZCN, LLC | | | | | |
| | | I-062520 | 214-4630-423 | MARKETING | BID #7 PAYMENT | 000000 487,954.20 |
| | | | | DEPARTMENT 630 | BID #7 | TOTAL: 487,954.20 |
| | | | | FUND | 214 BID #7-OCCUPANCY TAX | TOTAL: 487,954.20 |
| | | | | | REPORT GRAND TOTAL: | 487,954.20 |

** G/L ACCOUNT TOTALS **

| YEAR | ACCOUNT | NAME | AMOUNT | =====LINE ITEM===== | | | =====GROUP BUDGET===== | | |
|-----------------------------|--------------|-----------|------------|---------------------|---------------------|--------------|------------------------|---------------------|--------------|
| | | | | ANNUAL BUDGET | BUDGET AVAILABLE | OVER BUDG | ANNUAL BUDGET | BUDGET AVAILABLE | OVER BUDG |
| 2020-2021 | 214-4630-423 | MARKETING | 487,954.20 | 525,000 | 7,545.80 | | | | |
| ** 2020-2021 YEAR TOTALS ** | | | 487,954.20 | | | | | | |

** DEPARTMENT TOTALS **

| ACCT | NAME | AMOUNT |
|-------------|----------------------|------------|
| 214-630 | BID #7 | 487,954.20 |
| ----- | | |
| 214 TOTAL | BID #7-OCCUPANCY TAX | 487,954.20 |
| ----- | | |
| ** TOTAL ** | | 487,954.20 |

NO ERRORS

** END OF REPORT **

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

PACKET: 05066 6-26-20 KUBOTA LEASING

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BUDGET TO USE: CB-CURRENT BUDGET

Bank: FNBAP

Add'l Bill - 7/6/20

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|----------------|-----------|------------------|--|---------------------|----------|
| 01-4669 | KUBOTA LEASING | | | | | |
| | | I-4461400 | 101-4520-434 | MACHINERY/EQU CONTRACT PAYMENT DUE 7/1/PKS | 000000 | 1,504.00 |
| | | | | DEPARTMENT 520 PARKS | TOTAL: | 1,504.00 |
| | | | | FUND 101 GENERAL FUND | TOTAL: | 1,504.00 |
| | | | | | REPORT GRAND TOTAL: | 1,504.00 |

** G/L ACCOUNT TOTALS **

| YEAR | ACCOUNT | NAME | AMOUNT | =====LINE ITEM===== | | =====GROUP BUDGET===== | |
|-----------------------------|--------------|---------------------|----------|---------------------|----------------------------|------------------------|----------------------------|
| | | | | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG | ANNUAL BUDGET | BUDGET OVER AVAILABLE BUDG |
| 2020-2021 | 101-4520-434 | MACHINERY/EQUIPMENT | 1,504.00 | 15,000 | 209.16- | Y | |
| ** 2020-2021 YEAR TOTALS ** | | | 1,504.00 | | | | |

** DEPARTMENT TOTALS **

| ACCT | NAME | AMOUNT |
|-------------|--------------|----------|
| 101-520 | PARKS | 1,504.00 |
| ----- | | |
| 101 TOTAL | GENERAL FUND | 1,504.00 |
| ----- | | |
| ** TOTAL ** | | 1,504.00 |

NO ERRORS

** END OF REPORT **



DENR
SOUTH DAKOTA

DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES

JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3182
denr.sd.gov

5A

June 26, 2020

Mayor David Ruth
City of Deadwood
102 Sherman
Deadwood, SD 57732

RE: Secretary's Award for Drinking Water Excellence

Dear Mayor Ruth:

Congratulations to you from DENR! For 19 consecutive years the City of Deadwood public water system has met the requirements of the Safe Drinking Water Act and the state of South Dakota's regulations. Nineteen consecutive years of supplying safe drinking water to the public is a remarkable achievement. It is our pleasure to present to you the **Secretary's Award for Drinking Water Excellence** that recognizes your system and the system's operation specialists that have demonstrated excellence in water system management and maintenance.

You will also find enclosed a draft press release concerning the award your system has received. The release can be provided to your local newspaper and includes information about the award as well as those operation specialists who have been recognized for their dedication and concern for safe drinking water. If any operation specialists are listed in error, please revise accordingly.

Thank you for all you have done these past 19 years to maintain safe drinking water for your consumers. If we can be of assistance to you, please contact us at (605) 773-3754.

Sincerely,

Mark S. Mayer, P.E.
Administrator
Drinking Water Program

cc: Randy Pfarr, Utility Manager

Enclosure



DENR
SOUTH DAKOTA

**SECRETARY'S AWARD
FOR DRINKING WATER EXCELLENCE
2019**

By virtue of the authority vested in me, and after due consideration, I do hereby certify that the

City of Deadwood

through extra concern and endeavor has met all state requirements for safe drinking water and has supplied **nineteen consecutive years** of safe drinking water to the public it serves.

A handwritten signature in blue ink, likely belonging to the Secretary of the DENR, positioned above the official title.

Secretary
Department of Environment and Natural Resources



DENR
SOUTH DAKOTA

**DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3182
denr.sd.gov

FOR IMMEDIATE RELEASE: June 26, 2020

FOR MORE INFORMATION: Mark Mayer, (605) 773-3754

**DENR RECOGNIZES CITY OF DEADWOOD FOR DRINKING WATER
COMPLIANCE**

PIERRE - The South Dakota Department of Environment and Natural Resources (DENR) announced today that the City of Deadwood public water system and the system's operation specialists have been awarded a Secretary's Award for Drinking Water Excellence.

"The coronavirus has brought us many challenges this year including uncertainty about the health of our families and communities. Thanks to the extraordinary efforts of South Dakota's public water supply systems, one resource we do not need to worry about is safe drinking water. DENR is excited to award the City of Deadwood with the Secretary's Award for Drinking Water Excellence for its efforts during the COVID-19 pandemic and for delivering safe drinking water to their customers for 19 consecutive years," said DENR Secretary Hunter Roberts. "Year after year the City of Deadwood system operation specialists have worked tirelessly to provide safe drinking water to its customers, and this year is no exception."

The system's operations specialists are Cory Percy, Randy Pfarr, Scott Reif, Kenneth Allen and Lance Sandidge.

To qualify for the Secretary's Award for Drinking Water Excellence, public water systems and their system operations specialists had to meet all of the compliance monitoring and reporting requirements, drinking water standards, and certification requirements for ten consecutive years or more.



School and Public Lands

Ryan Brunner, State Land Commissioner

June 24, 2020

City of Deadwood
102 Sherman Street
Deadwood, SD 57732

Dear Mayor Ruth and City Commissioners

I am writing to ask for an opportunity for myself and Department of Environment and Natural Resources (DENR) Secretary Hunter Roberts to present at your upcoming meeting as part of our consultation with local governments about the Gilt Edge Mine Superfund Site. Specifically, at this time we are working with our congressional delegation and the US Forest Service on a proposed land sale of 266 acre of Forest Service Property to the State of South Dakota. However, we know that this project also impacts local governments which is why we want to provide you with this update.

The Brohm Mining Company went bankrupt and left the site in 1999. The site was listed as an EPA Superfund Site in 2000 under the federal Comprehensive Environmental Response, Compensation and Liability 42 U.S.C. Act §§ 9601 (CERCLA). Pursuant to CERCLA, the state must provide a 10% match on EPA's cleanup costs at the Gilt Edge Mine Superfund Site and is also responsible for 100% of the costs to collect and treat the acid mine drainage on site after EPA completes its cleanup actions.

CERCLA also requires the State of South Dakota to assure to EPA that any institutional controls implemented as part of the cleanup are reliable and will remain in place. Thus, EPA and the state must work together to develop Institutional Controls (ICs) to protect the cleanup actions put in place. The EPA defines ICs as "non-engineered instruments, such as administrative and legal controls, that help to minimize the potential for exposure to contamination and/or protect the integrity of a response action." (EPA OSWER 9355.0-89, December 2012)

To maintain the cleanup measures that have been implemented on this site and to meet the assurances required under CERCLA, the state has worked to acquire ownership and control of the property within the Superfund boundary. Since 2001 the state has acquired approximately 977 acres from responsible parties, private purchases, and some small tract federal purchases. Approximately 90 acres of private property remaining within the boundary of the Superfund site can be managed with traditional ICs such as easements, zoning, covenants and restrictions, state legal restrictions, and other tools in cooperation with the EPA. I have attached a list of the state's land acquisition history.



School and Public Lands

Ryan Brunner, State Land Commissioner

A major remaining issue is how to deal with 266 acres of U.S. Forest Service property located within the Superfund boundary. The state does not have the authority to put institutional controls in place on federal property. As such, a purchase of the property is the easiest way for the state to meet its CERCLA assurance requirements to secure, manage, and protect the Gilt Edge Mine Superfund site.

To accomplish these goals, we met with the previous Black Hills Forest Supervisor Mark Van Every last year. Since that meeting, state officials have had continued conversations with the EPA and the U.S. Forest Service about this topic and presented this proposal at a Black Hills National Forest Advisory Board Meeting to ensure a transparent process.

This preliminary coordination with the federal agencies has resulted in a consensus in using the Custer County Airport legislation that was passed and became law last year as a template. Our proposed legislation will authorize the sale of the 266 acres of land to the State of South Dakota for the appraised price. The proceeds would then be deposited in the fund established under Public Law 90-171 (commonly known as the "Sisk Act") (16 U.S.C. 484a). The funds are then appropriated for the Forest Service to purchase inholdings within the Black Hills National Forest.

Based on our preliminary meetings, the Forest Service and the State of South Dakota would both benefit from this land purchase within the Gilt Edge Mine Superfund site. We are hopeful that an opportunity for us to present this information and answer questions will answer any concerns you may have about the ongoing activities.

Furthermore, as part of our consultation with local governments we are requesting a letter of support for the legislation as a way of acknowledging the importance of the state owning the property for future preservation of the site and compliance with the EPA guidelines. We have drafted the enclosed letter for your consideration.

We look forward to speaking with you and providing more information at your upcoming meeting.

Sincerely,

Ryan Brunner
Commissioner

Gilt Edge Mine- South Dakota Land Acquisition History:

The State of South Dakota has been acquiring land in the Gilt Edge Superfund Site since 2001. Acquisition is necessary in order to provide the EPA with a plan for reasonable assurances that the site will be properly maintained from becoming a superfund site again in the future.

Purchases History:

2001- 32.86 acres US Forest Service – Comprised of seven small tracts

2010- 199.3 acres from Northwestern Metals

2011- 89.63 acres from Borsch Fahrni

2012- 34.94 acres from Hankins Trust

2013- 19.83 acres from Repke

2013-2014- 356.72 acres from Commonwealth Mining

2017-2018 - 338 acres from Brohm Mining sheriff's sale inside superfund boundary and 287.04 acres outside of boundary

2019- 1 year right of redemption period under state law for sheriff's sale ends in December 2018 and deeds filed in January, 2019

2019- April- presented idea for purchasing 266 acres to Black Hills Forest Advisory Committee

2019- July- 10.33 acre purchase from Fillmore with approximately half inside and half outside the boundary.

2020: USFS congressionally authorized land sale under consultation.

Total State ownership: 977 acres inside superfund site

292.37 adjacent but outside superfund site



Note: Some of the sales in 2010-2018 were partial interest purchases on separate deeds with $\frac{1}{4}$ interest on one deed and $\frac{3}{4}$ interest on a separate deed. The acres above for those purchases add up to 1071.28 acres but the actual total acres is approximately 977 acres inside after combining partial purchase tracts.

The state proposed an exchange using the acres outside of the boundary to the USFS however after meeting with the supervisor and reviewing the location of the property a sale to the state was the preferred action.

There are currently 266 acres of USFS land inside the superfund boundary

Gilt Edge Mine Conveyance Act

Legend

-  EPA SUPERFUND BOUNDARY
-  U.S. Forest Service Property

0 0.125 0.25 0.5 Miles

This aerial photograph is provided on this map as a visual representation and should not be used for legal purposes.

11/25/2019

June 23, 2020

Senator John Thune
United States Senate SD-511
Washington, DC 20510

Senator Mike Rounds
Hart Senate Office Bldg., Suite 502
Washington, DC 20510

Congressman Dusty Johnson
1508 Longworth HOB
Washington, DC 20515

Dear Congressman and Senators,

This letter on behalf of the city is regarding the state's request to purchase federal U.S. Forest Service Property as part of the Gilt Edge Mine cleanup. We have met with state officials and received a presentation on the proposed legislation. We understand the need for this property to be conveyed to the state and do not have any concerns with the proposal.

The Brohm Mining Company went bankrupt and left the mine site in 1999 leaving the State of South Dakota with 150 million gallons of acidic heavy-metal laden water in three open pits, and an un-reclaimed heap leach pad and 60-acre waste rock dump. The site was listed as an EPA Superfund Site in 2000. EPA is currently conducting the site cleanup, which requires the State to provide a 10 percent cost share of the cleanup costs. After EPA completes the site cleanup, the State will be responsible for 100 percent of the costs to collect and treat the acid mine drainage at the site in perpetuity.

The State of South Dakota is also required to assure EPA any institutional controls established as part of the cleanup will remain in place when the State takes over responsibility for operation and maintenance. Institutional controls used at the site could be easements, zoning, covenants, restrictions, etc. To meet this requirement, the state has worked to acquire ownership and control of the property within the Superfund boundary. Since 2001 the state has acquired property within the Superfund boundary from responsible parties, private owners, and some small tract federal purchases. However the state cannot place these controls on federal property.

Therefore, based on the need for consolidated management of the Superfund cleanup remedy when the State of South Dakota assumes responsibility for the site, we do not have any concerns with the sale and transfer of U.S. Forest Service property to the State. The property transfer will enable the State of South Dakota to efficiently put institutional controls in place, secure the site, manage water collection and treatment, and protect the cleanup remedy put in place by EPA.

Sincerely,

**NOTICE OF PUBLIC HEARING
FOR PBR TOURING PRO EVENT**

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 July 6, 2020 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container:

Friday, July 31, and Saturday August 1, 2020: Relaxation of Open Container Ordinance at the Event Complex from 12:00 p.m. to 10:00 p.m.

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

Dated this 15th day of June, 2020.

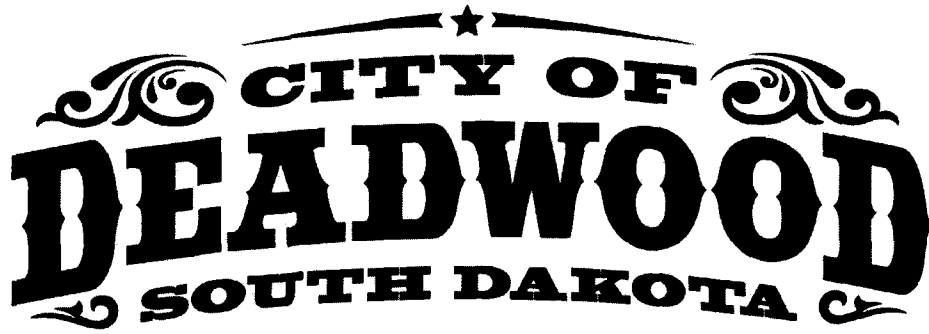
CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Publish: B.H. Pioneer: June 18, 2020

For any public notice that is published one time:

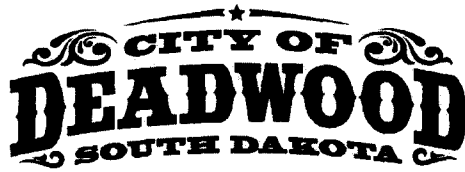
Published once at the total approximate cost of _____.



Event Complex Rental and Use Agreement

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

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



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood PBR

Contact Information:

Name of Applicant: Adam Libby

Business/Organization: Libby Productions

Mailing Address: PO Box 2343

City, State Zip: Eureka, MT 59917

Business Phone: (701) 300-2918

Cell Phone: _____

Email Address: alibbyproductions@gmail.com

Dates Event Complex requested:

Set up Date(s): July 29th and 30th 2020 Hour(s): 8:00 am - 10:00 pm

Event Date(s): July 31st and Aug 1st 2020 Hour(s): 7:00-9:00 pm

Clean-up Date(s): Aug 2nd 2020 Hour(s): 10:00 am- 5:00 pm

Approximate number of people who will attend: 2000

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

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

Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

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

Rental Fees:

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

Rental Fees subject to change.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

| | | | |
|--------------------------|--------------------------|-------------------------|-------------------|
| Event Complex Facilities | \$ <u>Sur Charge</u> | Key Deposit | \$ <u>100.00</u> |
| Parking Lots | \$ <u>Sur Charge</u> | Cleaning/Damage Deposit | \$ <u>1000.00</u> |
| Baseball Fields | \$ <u>Sur Charge</u> | | |
| Total Fees | \$ <u>% ticket sales</u> | Total Deposits | \$ <u>1100.00</u> |

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

Organization: Libby Productions

Name: Adam Libby

Title: Owner

Signature: 

Date: 6-11-20

For Office Use Only:

Date Fees Received: _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

**NOTICE OF PUBLIC HEARING
REGARDING CREATION ZONE 4 – 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 July 6, 2020 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 4. Zone to include Outlaw Square only (between Main Street, Deadwood Street, and Pioneer Way.)

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.

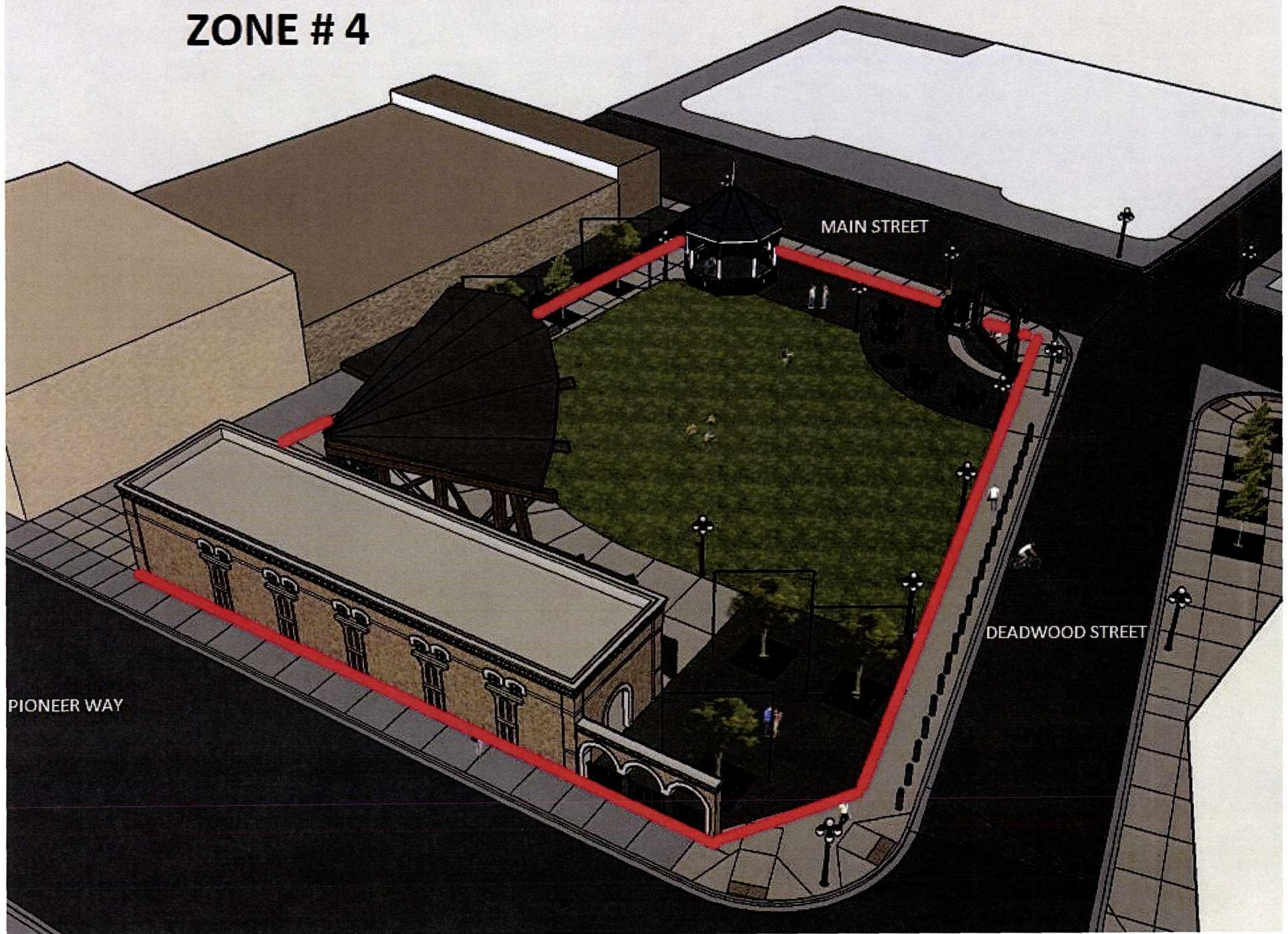
Dated this 15th day of June, 2020.

CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Publish B.H. Pioneer: June 18, 2020

ZONE # 4



**NOTICE OF PUBLIC HEARING
REGARDING USE OF PUBLIC SPACE IN CITY HALL**

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 July 6, 2020 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:

Occupy 60 sf of public space in City Hall mechanical room for SDN Communications.

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 15th day of June, 2020.

CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Publish B.H. Pioneer: June 18, 2020

City of Deadwood South Dakota**Equipment Space Agreement**

This Agreement, made and entered into this ____ day of _____ 2020, by and between South Dakota Network, LLC ("Lessee") and the City of Deadwood, South Dakota ("Lessor") (hereinafter referred to as "Party" or "Parties" as context permits.)

Lessee owns certain data and/or transmission equipment ("equipment") and desires to lease space from Lessor for the installation and operation of the equipment at the location(s) specified in the attached Exhibit A ("Location"). Lessor is the owner of facilities and real estate at the location with the unqualified right to lease the Location, and is willing to provide space, for Lessee's Equipment upon the terms and conditions stated herein and in Exhibit B ("Services"). Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Lease of Space, Rent: Lessor hereby leases to Lessee the space described in the attached Exhibit A, as may be amended from time to time, for Lessee's installation and operation of the Equipment during the term of this Agreement. The lease shall include reasonable access to the Location at all times, provided, however, that in order to maintain security at the Location, the purposes for such access are limited to the installation, inspection, maintenance or removal of the Equipment. The rent for the location as described on attached Exhibit B. Lessor will issue an invoice upon the Effective Date of the Agreement and will issue additional invoices within five (5) days of the first of each month thereafter. Undisputed invoices will be paid within sixty (60) days following receipt thereof. The initial term of the lease shall be for a period of ten (10) years. Lessee may extend the term of this lease for twelve month terms on the same terms and conditions (the "Extended Term") by giving written notice to the Lessor of its intention to renew not less than sixty (60) days prior to the expiration of the Term or Extended Term, as applicable.
2. Power, Generator: Lessor agrees to supply AC power for the operation of the Equipment in space designated in Exhibit A under terms specified in Exhibit B. Lessor shall provide, maintain, and make available for the operation of Equipment a permanent standby emergency generator and provide and maintain a minimum generator fuel reserve of eight (8) hours. Lessor shall provide an exterior location within immediate vicinity of generator outlet for temporary placement of generator in case of long-term power disruption.
3. Construction costs: Lessee agrees to compensate Lessor for construction costs incurred specifically as a result of making the Location suitable for Lessee's needs. Lessor agrees to provide Lessee with approximate costs associated with such construction and receive approval from Lessee prior to any work being performed. Lessor will issue an invoice for all mutually agreed upon construction costs. Undisputed invoices will be paid within sixty (60) days following receipt thereof.
4. Secured Access: Lessor shall provide security credential device to access the building at the rear entrance located nearest the space.

5. Improvements: Lessee shall retain ownership of all racking, HVAC, fire suppression equipment, etc., purchased for the Location by Lessee. Lessor shall not lease space within shared Location to another lessee without Lessee's written authorization.
6. Notice of Work Affecting Equipment: Lessor shall provide reasonable notice to the Lessee prior to commencement of any work that may reasonably be expected to affect the operation of Equipment.
7. Maintenance Services: Lessor agrees that it shall provide, at its own expense, for the maintenance and upkeep of the Location specified in the attached Exhibit A. Lessee shall provide for the repair, testing and maintenance of Lessee's Equipment specifically installed for the Lessee's space.
8. Termination: Except as provided otherwise, this Agreement shall terminate at the expiration of the term or renewal term of the Agreement or earlier upon mutual written agreement of the parties or upon termination as provided below:
 - a. Termination by Lessor: Prior to the expiration of the term of the Agreement, Lessor may terminate this Agreement upon one hundred and twenty (120) days written notice to the Lessee for failure to make the payments required or breach of its material duties under the Agreement; provided that Lessor shall have given Lessee written notice of its breach of duties or non-payment and Lessee failed to cure breach of its duties or make such payment within thirty (30) days of its receipt notice.

Termination by Lessee: Prior to the expiration of the term of the Agreement, Lessee may terminate this Agreement with thirty (30) days written notice to Lessor upon Lessor's breach of its material duties under this Agreement; provided that Lessee shall have given Lessor written notice of the nature of its breach and thirty (30) days to cure the breach of its duties.

9. Limitation of Liability: Neither Party shall be liable to the other for any incidental, indirect, punitive, special or consequential damages of any kind including, but not limited to, any loss of use, loss of business, or loss of profit, and regardless of the form of the action, whether in contract, warranty, strict liability or tort, including without limitation, negligence of any kind, and regardless whether a Party was advised, had reason to know, or in fact knew of the possibility of liability. Unless otherwise provided for in this Agreement (including Section 8), any Lessee liability to Lessor for any damages of any kind shall be limited to the total amount paid to Lessor in the three (3) months prior to the most recent cause of action. Remedies under this Agreement are exclusive and limited to those expressly stated in this Agreement.

10. Indemnification:

- a. Each Party agrees to release, indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits or other actions or any liability whatsoever, including, but not limited to, costs and attorneys' fees and expenses, whether suffered, made, instituted or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damages to or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance or failure to perform under this Agreement, regardless of the form of action; except for that portion of liability which is caused by the gross negligence or willful misconduct of the Party claiming indemnification.
 - b. Indemnification is conditioned upon: (a) the indemnified Party promptly notifying the indemnifying Party of any action taken against the indemnified Party relating to the indemnification; (b) the indemnifying Party having sole authority to defend any such action, including the selection of legal counsel; (c) the indemnified Party may engage separate legal counsel only at its sole cost and expense; and (d) in no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party.
11. Assignment: Neither Party shall assign this Agreement to any other entity or party without the express written consent of the other Party. However, either Party shall have the right to assign, convey or otherwise transfer its rights, title, interest, and obligations under this Agreement, in whole or in part, to any entity controlled by, controlling or under common control of the Party, or any entity into which the Party may be merged or consolidated or which purchases all or substantially all of the assets of the Party.
12. Force Majeure: If either Party's performance of this Agreement, or any obligations hereunder is prevented, restricted or interfered with by causes beyond its reasonable control, including but not limited to acts of God, fire, explosion, vandalism, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government of any department (including state and local governments of any government agency, commission, court, bureau, corporation or instrumentality of any one of the more said governments) or of any work stoppages, shortages, then Lessor and/or Lessee shall be excused from such performance on a day-to-day basis. Each Party shall use its best efforts to avoid or remove such causes of non-performance and both Parties shall proceed to perform with dispatch whenever such causes are removed or cease.
13. Waiver: The failure of either Party to insist upon strict performance of any covenants, terms, conditions or obligations of this Agreement shall not be construed as waiver or relinquishment for the future of such covenants, terms, condition or obligations, but the same shall be and remain in full force and effect.

14. Amendments: The terms and conditions of this Agreement shall not be amended or modified except in a writing signed by both Parties. No oral statement shall, in any manner or degree, modify or otherwise, affect the terms and conditions of this Agreement.
15. Severability: In the event that any term or provision of this Agreement is determined to be unenforceable, such provision shall be deemed inoperative and the remainder of this Agreement shall continue in full force and effect.
16. Entire Agreement: This Agreement, including the attachments hereto, constitutes the entire Agreement between the Parties and supersedes all prior understandings with respect to the subject matter of this Agreement.
17. Captions: The captions in this Agreement are for convenience only and shall not be construed to define or limit any terms herein.
18. Governing Law: The construction, interpretation and performance of this Agreement shall be governed by the internal substantive laws subject to resolution in the courts of the State of South Dakota, without giving effect to the conflicts of law provisions thereof.
19. Regulatory Approvals: Where the performance of this Agreement is subject to any regulatory approvals or consents, Lessee and Lessor shall individually undertake the necessary actions to obtain such approval, in any state or other jurisdiction in connection with the services and facilities hereunder.
20. Arbitration: Any dispute which might arise in connection with this Agreement, which cannot be settled amicably, shall be finally settled according to the rules of conciliation and arbitration. Both Parties agree, that should there arise an issue requiring arbitration, the Parties will resolve the dispute under the commercial rules of the American Arbitration Association. Award thereof will be final and binding to both Parties on this Agreement. Arbitration shall be conducted in Sioux Falls, Minnehaha County, South Dakota.
21. Insurance: Lessee shall obtain and maintain at its own cost and expense the following insurance during the life of this Agreement:
 - a. Workers' Compensation Insurance with statutory limits of coverage for all employees as required by statute;
 - b. General Commercial Liability of One Million Dollars (\$1,000,000.00) per occurrence combined a single limit for bodily injury or property damage. These limits of liability can be obtained through any combination of primary and excessive or umbrella liability insurance.
 - c. Comprehensive automobile liability insurance covering the use and maintenance of owned, non-owned and hired vehicles. The limits of liability for this coverage shall be

One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury or property damage. These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.

22. Confidential Information and Property: Confidential Information and Property ("Confidential Information") shall mean any and all business, technical or third-party information (including but not limited to marketing plans, financial data, specifications, drawings, sketches, models, samples, computer programs or documentation) marked as confidential or proprietary and provided, disclosed or made accessible under this Agreement. The Parties shall restrict access to the Confidential Information to employees or agents who have a "need to know". The Parties, employees or agents, shall not disclose the Confidential Information to any third party and shall treat the Confidential Information in the same way it treats its own Confidential Information of like kind. This provision will not apply to information which is in the public domain, is previously known to the receiving party without obligation of confidentiality, is independently developed by the receiving party or is obtained by the receiving party from a third-party that does not have an obligation to keep the information confidential. The receiving party may disclose Confidential Information as required by law; provided, however, that the receiving party shall (a) when permitted by law, give the disclosing party prompt written notice of a disclosure requirement to allow the disclosing party to seek a protective order or other appropriate remedy, (b) take reasonable actions and provide reasonable assistance to the disclosing party to secure confidential treatment of the Confidential Information at the cost of the disclosing party, and (c) disclose only such Confidential Information as is required by law.

23. Notices: Notices shall be in writing and, except where the context otherwise requires, shall be by hand delivery, electronically verified email or mailed by prepaid U.S. Certified Mail, Return Receipt Requested, address to:

Lessee:

South Dakota Network, LLC

Attn: CEO

2900 W 10th Street

Sioux Falls, SD 57104

E-mail: contracts@sdncommunications.com

Lessor:

City of Deadwood, South Dakota

Attn: Public Works Director

102 Sherman Street

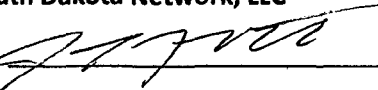
Deadwood, SD 57732

24. Representations: Each Party hereto represents that (a) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement, and this Agreement does not violate, conflict with, or otherwise constitute a breach of any agreement or arrangement to which it is bound; (b) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles; and (c) at the time of execution, this Agreement does not violate any applicable existing state or federal law.

IN WITNESS WHERE OF, the Parties execute this Agreement as of the latter date written below:

South Dakota Network, LLC

City of Deadwood, South Dakota

By:  _____

By: _____

Its: VP of Engineering, Operations & IT

Its: _____

Date: June 10, 2020

Date: _____

ATTEST:

By: _____

Its: _____

Date: _____

EXHIBIT A

Locations(s)

The location is a space located within the bottom level of a property owned by the City of Deadwood, South Dakota at 102 Sherman Street, Deadwood, SD 57732

Company: SDN Communications

Facility Information:

- Facility address is 102 Sherman Street, Deadwood, SD 57732 (fig. 1)
- Approximate square footage is 60 square feet (fig 2)
- Located on bottom floor in space within utility/storage room.

Figure 1

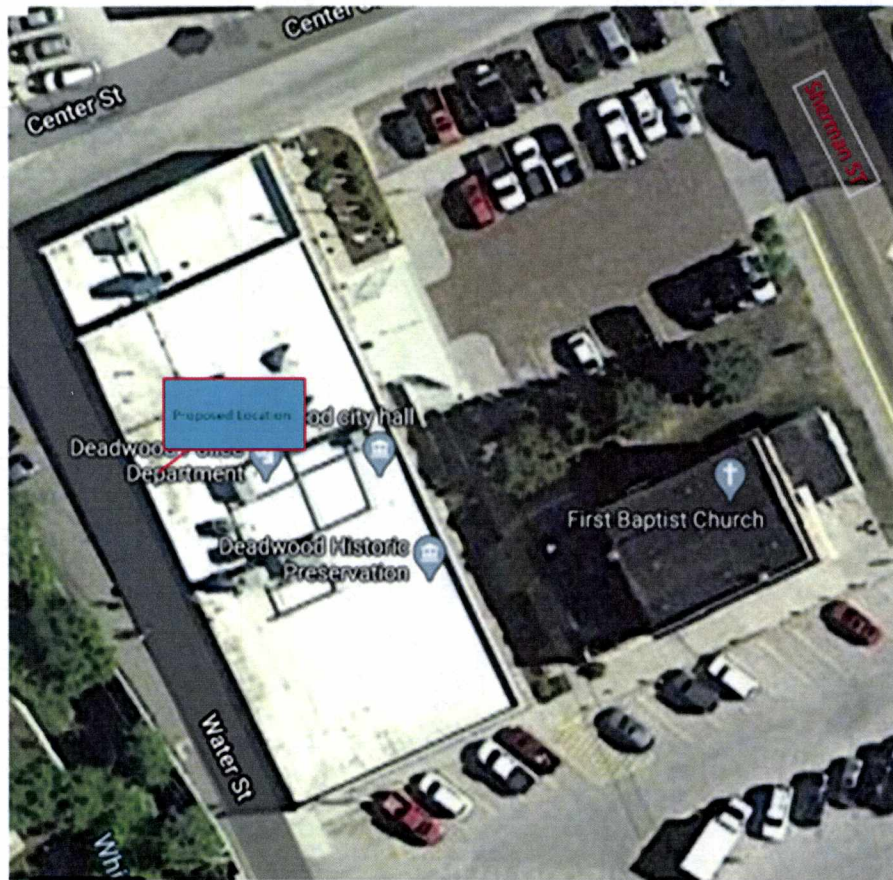
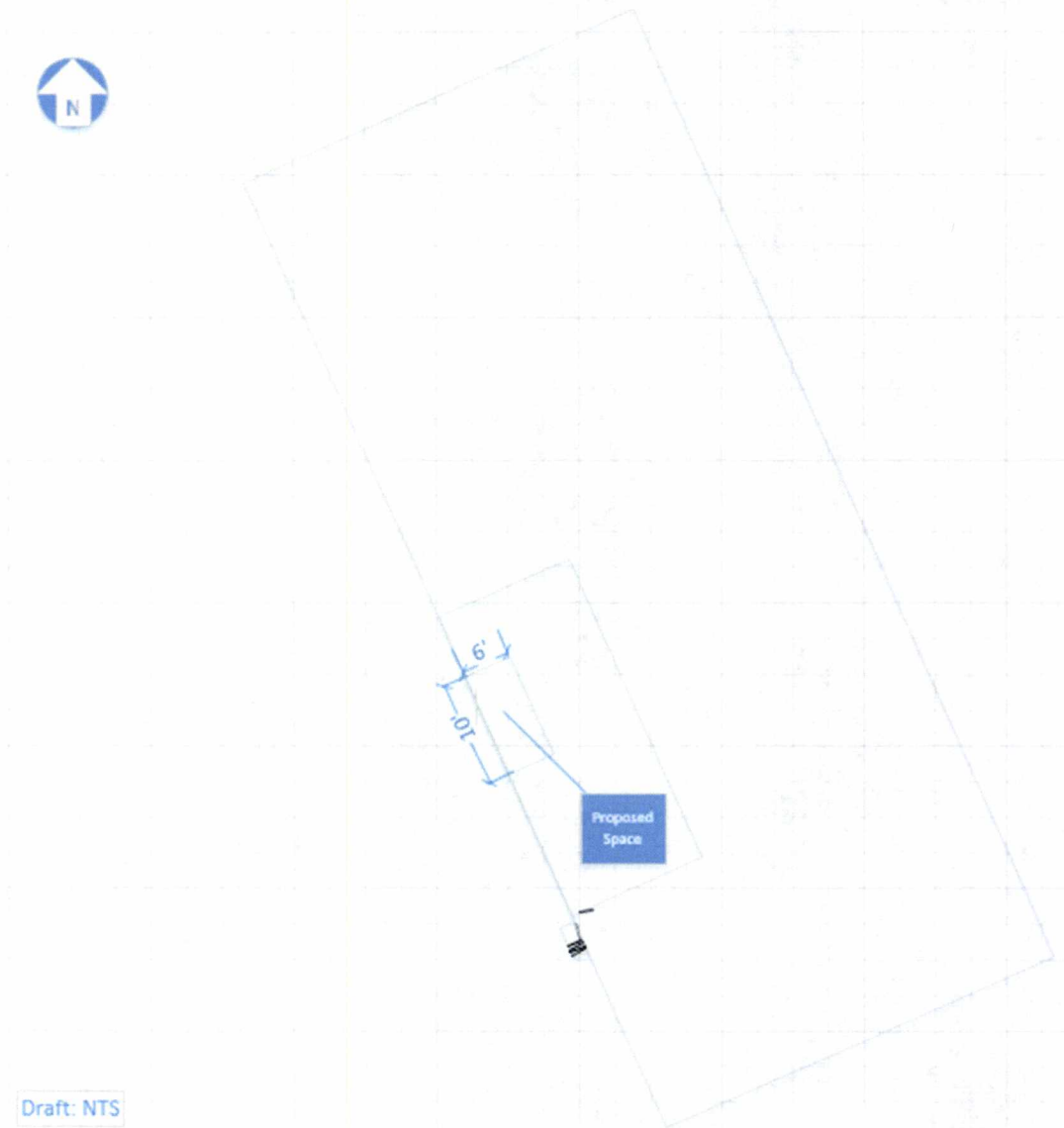


Figure 2



Draft: NTS

EXHIBIT B

Services

- Monthly Recurring Cost (MRC) for the space and power shall be \$600 per month
- Rental payments shall begin at a mutually agreed upon date after the space detailed in Exhibit A, Figure 2 is ready for SDN to begin installation of Equipment.
- Lessor shall allow Lessee to bring telecommunication cables into the leased area. Entrance facilities are included in MRC.
- 120/240V (or equivalent) AC power shall be provided by Lessor. Lessee will be responsible for installation costs for the new power.

**City of Deadwood
Resolution Number 2020-18**

**A RESOLUTION AUTHORIZING THE EXECUTION OF
CONTRACTUAL DOCUMENTS WITH THE STATE OF SOUTH
DAKOTA FOR THE RECEIPT OF CARES ACT FUNDS TO
ADDRESS THE
COVID-19 PUBLIC HEALTH CRISIS**

WHEREAS, pursuant to section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020) (the "CARES Act"), the State of South Dakota has received federal funds that may only be used to cover costs that: (a) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (b) were not accounted for in the budget most recently approved as of March 27, 2020, for the State of South Dakota; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the City of Deadwood acknowledges that the State of South Dakota, in its sole discretion, may retain full use of these funds for the purposes delineated in the CARES Act; and

WHEREAS, the City of Deadwood acknowledges that in order to provide financial assistance to counties and municipalities in South Dakota, the State of South Dakota, in its sole discretion, may allocate CARES Act funds Act on a statewide basis to reimburse counties and municipalities as delineated herein; and

WHEREAS, the City of Deadwood seeks funding to reimburse eligible expenditures incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, the City of Deadwood acknowledges that any request for reimbursement of expenditures will only be for expenditures that were not accounted for in the budget for the City of Deadwood most recently approved as of March 27, 2020; and

WHEREAS, the City of Deadwood acknowledges that it will only seek reimbursement for costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020;

NOW, THEREFORE BE IT RESOLVED by the City Commission of the City of Deadwood that the mayor of Deadwood may execute any and all documents as required by the State in order to receive CARES Act funds.

It is further

RESOLVED that any request for reimbursement will be only for those costs authorized by the State that: (1) Are necessary expenditures incurred due to the public health emergency with respect to COVID-19; (2) Were not accounted for in the City budget most recently approved as of March 27, 2020; and (3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

It is further

RESOLVED that the City will not request reimbursement from the State under the CARES Act for costs for which the City previously received reimbursement, or for which the City has a reimbursement request pending before another source.

Approved and adopted this 6th day of July, 2020.

David Ruth Jr., Mayor
City of Deadwood, South Dakota

ATTEST:

Jessicca McKeown, Finance Officer
City of Deadwood, South Dakota

STATE OF SOUTH DAKOTA**LOCAL GOVERNMENT COVID RECOVERY FUND
REIMBURSEMENT AGREEMENT**

This Agreement made and entered into by and between the Bureau of Finance and Management, a state agency, of 500 East Capitol Avenue, Pierre, South Dakota, (the "State") and City of Deadwood, a political subdivision of the State of South Dakota, of 102 Sherman Street, Deadwood, South Dakota (the "Sub-recipient").

WHEREAS, pursuant to section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020) (the "CARES Act"), the State of South Dakota has received federal funds that may only be used to cover costs that: (a) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 ("COVID-19"); (b) were not accounted for in the budget most recently approved as of March 27, 2020, for the State of South Dakota; and (c) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the State of South Dakota, in its sole discretion, may retain full use of these funds for the purposes delineated in the CARES Act; and

WHEREAS, the Sub-recipient acknowledges that the State may, in its discretion, utilize CARES Act funds in order to assist counties and municipalities individually or on a statewide basis, all while ensuring compliance with the CARES Act; and

WHEREAS, in order to provide financial assistance to counties and municipalities in South Dakota, the State of South Dakota, in its sole discretion, has allocated a portion of said funds on a statewide basis to reimburse counties and municipalities for COVID-19 expenditures as delineated herein; and

WHEREAS, the Sub-recipient is a county or municipality and seeks funding to reimburse expenditures incurred due to the public health emergency with respect to COVID-19; and

WHEREAS, the Sub-recipient acknowledges that any request for reimbursement of expenditures will only be for expenditures which were not accounted for in the Sub-recipient's budget most recently approved as of March 27, 2020; and

WHEREAS, the Sub-recipient will only seek reimbursement for costs incurred during the period that began on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the State retains discretion, consistent with the CARES Act and related U.S. Department of Treasury ("Treasury") guidance, to act on a statewide basis to ensure efficient and responsible use of available CARES Act funds and avoid duplicating benefits through overlapping programs at the county or municipality level.

NOW THEREFORE, in consideration of and pursuant to the terms and conditions set forth herein, the State hereby enters into this Agreement for reimbursement of certain expenditures with Sub-recipient.

1. The Sub-recipient will submit to the State a reimbursement request, along with such supporting documentation acceptable to the State in its sole and absolute discretion, evidencing any eligible expenditure for which the Sub-recipient seeks reimbursement under this Agreement.
 - A. The Sub-recipient hereby declares that it does understand, agree, represent, and warrant that reimbursement under this Agreement will only be claimed for the purpose of covering allowable, allocable, and reasonable expenditures actually made by the Sub-recipient and that such costs:
 - (1) Are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
 - (2) Were not accounted for in the Sub-recipient's budget most recently approved as of March 27, 2020; and
 - (3) Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
 - B. The Sub-recipient separately represents and warrants that it will not claim reimbursement under this Agreement for expenditures 1) for which Sub-recipient previously received reimbursement from another source of funds including, but not limited to, other federal programs; or 2) for which Sub-recipient has a reimbursement request pending before another source of funds including, but not limited to, other federal programs. In the event Sub-recipient determines either of the conditions above apply to a reimbursement request that is pending or has been paid under this Agreement, it shall immediately provide notice to the State and withdraw its request or repay such funds provided hereunder, as applicable.
 - C. The Sub-recipient confirms the State may rely upon the foregoing representations and warranties in sections 1.A. and 1.B. on a continuing basis. Additionally, the Sub-recipient agrees submission of a reimbursement request shall act to reaffirm its representations and warranties as of the date of each such reimbursement request.
 - D. The Sub-recipient understands that further guidance concerning the authorized uses of federal COVID-19 funds is likely to become available on an ongoing basis due to the emergency nature of the federal program funding. The Sub-recipient therefore expressly agrees to be bound by the terms of any additional guidance the State may provide without further amendment of this Agreement, provided the State distributes such guidance via a circular memorandum, letter ruling, official

interpretive statement, FAQ, or other similarly formal expression of the State's position with respect to the administration of its federal award.

- E. To the extent further instruments, documents, or amendments may in the State's discretion become necessary either to achieve the purposes of this Agreement or to ensure the Sub-recipient's performance of its obligations herein, the Sub-recipient agrees it will execute such additional instruments, documents, or amendments at the State's request.
2. This Agreement shall be effective March 1, 2020 through December 30, 2020, unless sooner terminated pursuant to the terms hereof.

3. Compliance with Laws and Federal Sub-recipient Status

The Sub-recipient will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to this Agreement, and will be solely responsible for obtaining current information on such requirements. By accepting this Agreement, the Sub-recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination.

- A. This Agreement specifically creates a recipient-sub-recipient relationship between the State and the Sub-recipient for federal funding purposes. As such, the Sub-recipient agrees to execute the Sub-recipient Responsibilities Annex contained in Annex A hereto. Upon execution, the Sub-recipient Responsibilities Annex shall be incorporated fully into this Agreement.
- B. In the event of a conflict between the provisions of the Sub-recipient Responsibilities Annex and those set forth in this Agreement, the terms and conditions of this Agreement shall prevail. Until execution of the Sub-recipient Responsibilities Annex and its incorporation into this Agreement, the State will have no obligation for reimbursement under this Agreement.
- C. The Sub-recipient understands and agrees that, in addition to the obligations in this Agreement, it will comply with all elements of the Uniform Grant Guidance (2 CFR 200.0 *et seq.*). Sub-recipient further understands and agrees that its obligation with respect to the Uniform Grant Guidance is an essential aspect of its performance under this Agreement and extends to, but is not limited to, the following:
- Conflict of interest;
 - Mandatory disclosures;
 - Pre- and post-award requirements;
 - Cost principles;
 - Financial reporting;
 - Pass-through/sub-recipient requirements;

- Audit requirements.

4. Conditioned on the availability of funds, the State will make payment upon receipt and approval of a reimbursement request supported by such documentation required in Section 1 above. Consistent with currently applicable Treasury guidance, the State will allocate \$200 million of its CARES Act funding on a statewide basis for reimbursement of county and municipal COVID-19 expenditures. In order to ensure an equitable allocation of said amount among counties and municipalities, this amount has been further allocated among those various jurisdictions consistent with the general per capita allocation approach provided for in Treasury guidance. The foregoing notwithstanding, Sub-recipient agrees this is a reimbursement agreement and that Sub-recipient has no present or otherwise vested interest in or entitlement to receive the full calculated amount of any allocation and under no circumstances is Sub-recipient entitled to any advance payment of such allocation. The TOTAL CONTRACT AMOUNT for any county or municipality is not fixed and is ascertainable only to the extent to which the Sub-recipient incurs costs eligible under this Agreement and funding remains available. Further, the Sub-recipient understands the amount allocated for the purposes of this Agreement is subject to change at the State's sole discretion as a result of subsequent federal guidance, changing needs, or other conditions associated with COVID-19 response. There is no guarantee of Sub-recipient's reimbursement until the State actually makes payment. Payment under this Agreement will be made consistent with SDCL ch. 5-26.

Sub-recipient acknowledges that when necessary to ensure efficient use of CARES Act funds, to comply with the CARES Act and related Treasury guidance, or to meet the needs of South Dakota, the State's use of funds on behalf of local governments satisfies Treasury guidance that may indicate a state should transfer 45 percent of its allocation to local governments.

5. Sub-recipient will adopt and use proper methods of administering the assistance requested through this Agreement, including the enforcement of any obligations imposed by law for carrying out this grant and the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation. The foregoing responsibility for administration is in addition to any specific requirements outlined in Annex A or found in federal law or regulation, including those in 2 CFR 200.0 *et seq.*
6. Indemnification and Remedies
 - A. The Sub-recipient agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability, costs, attorney fees, or other proceedings that may arise as the result of its performance hereunder.
 - B. The State is providing funds hereunder on the basis of the Sub-recipient's undertakings in this Agreement. In addition to any other rights and remedies provided for elsewhere in the Agreement, including its Annex A, the Sub-recipient hereby agrees to repay the State an amount equal to any amount

disallowed by a subsequent audit or investigation, or the amount determined by a subsequent audit or investigation, as well as any excess funds it receives from the State under this Agreement. As security for, and additional comfort of, its ability to perform its repayment obligation under this Agreement, the Sub-recipient hereby grants to State a right of offset and intercept for any State funding or payment to which the Sub-recipient is entitled, now or in the future, for so long as any repayment obligation created by this section 6.B. remains unsatisfied.

- C. The various rights, powers, options, elections, and remedies of the State provided in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed the State by law, and shall in no way affect or impair the right of the State to pursue any other contractual, equitable, or legal remedy to which the State may be entitled. The election by the State of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.
7. This Agreement may be terminated by either party hereto upon thirty (30) days written notice, but in any event, this Agreement is automatically terminated on December 31, 2020. In the event the Sub-recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. The State may terminate this Agreement by providing reasonable notice, which notice may be less than ten (10) days, of its intent to reallocate all remaining funding to another COVID-19 response purpose and establishment of a date after which reimbursement for Sub-recipient's expenditures will no longer be available. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for reimbursement requests received prior to the date of termination. Without limiting the foregoing, and in order to a) ensure all reimbursements under this Agreement remain chargeable to federal funds under the CARES Act and not to State funds; and b) to ensure CARES Act funds may be reallocated to ensure full utilization for COVID-19 response throughout the state, the State may additionally establish a date prior to termination after which it will no longer accept reimbursement requests and provide notice of the same to Sub-recipient under Section 18 herein.
8. This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. If the State reallocates funds as contemplated in section 4 and remaining funding is insufficient to reimburse the Sub-recipient, this Agreement will be deemed terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
9. This Agreement may not be assigned without the express prior written consent of the State. Except otherwise provided for herein, this Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

10. The State agrees to provide technical assistance regarding the State's rules, regulations, and policies to the Sub-recipient and to assist in the correction of problem areas identified by the State's monitoring activities.
11. Sub-recipient certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
12. State's Right to Approve Subcontractors, Sub-Sub-Recipients, and Others
 - A. The Sub-recipient will not use subcontractors or sub-sub-recipients to perform work under this Agreement without the express prior written consent of the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or sub-sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and sub-sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-recipient will cause its subcontractors, sub-sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors and sub-sub-recipients. The Sub-recipient is required to assist in this process as needed.
 - B. The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.
13. Sub-recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.
14. The Sub-recipient agrees to abide by all applicable provisions of the following:

Byrd Anti Lobbying Amendment (31 USC 1352); Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180); Drug-Free Workplace; Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; Drug Abuse Office and Treatment Act of 1972; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; Age Discrimination Act of 1975; Americans with Disabilities Act of 1990; Pro-Children Act of 1994; Hatch Act; Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended; Clean Air Act; Federal Water Pollution Control Act; Charitable Choice Provisions and Regulations; Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38; the Violence Against Women Reauthorization Act of 2013; and American Recovery and Reinvestment Act of 2009, as applicable; any other nondiscrimination provision in the specific statute(s) under which application for federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

15. The Sub-recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient review of any reimbursements made hereunder, including records and documents regarding applications, determination for eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. Sub-recipient's obligations above shall in no way limit the application of the additional record requirements outlined in Annex A – Sub-recipient Responsibilities Annex.
16. Pursuant to Executive Order 2020-01, for contractors, vendors, suppliers, or subcontracts with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by signing this contract the Sub-recipient certifies and agrees that it has not refused to transact business activities, have not terminated business activities, and have not taken other similar actions intended to limit its commercial relations, related to the subject matter of the contract, with a person or entity that is either the State of Israel, or a company doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel to do business, or doing business in the State of Israel, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to terminate this contract. The Sub-recipient further agrees to provide immediate written notice to the State if during the term of the contract it no longer complies with this certification, and agrees such noncompliance may be grounds for contract termination.
17. This Agreement, together with all amendments and attachments hereto, is a public record. Subject to the provisions of SDCL 1-27 referenced below, the parties further agree that all supporting documentation for reimbursements under this Agreement is a public record, may be posted online by the State, and in any case will be made available upon

request to members of the public. Confidential information or information protected from disclosure under SDCL 1-27 may be removed or redacted from any posting.

18. Any notice or other communication required under this Agreement shall be in writing and sent to the addresses set forth above. Notices shall be given by and to **Liza Clark** on behalf of the State, and by and to **Jessicca McKeown**, on behalf of the Sub-recipient, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
19. All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.
20. In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision that would require or permit the application of another jurisdiction's substantive law. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
22. The State acknowledges this Agreement is authorized under the provisions of SDCL § 5-18A-9 and that per SDCL § 5-18D-21(6) this Agreement is exempt from the bidding provisions of SDCL §§ 5-18D-17 to 5-18D-20, inclusive.

[SIGNATURE PAGE FOLLOWS]

In Witness Whereof, the parties signify their agreement effective the date above first written by the signatures affixed below.

STATE

SUB-RECIPIENT

By:

By:

Liza Clark, Commissioner
Bureau of Finance and Management

David Ruth. Jr. , Mayor
City of Deadwood

July 6, 2020

Date

Date

ANNEX A

STATE OF SOUTH DAKOTA BUREAU OF FINANCE AND MANAGEMENT

Sub-recipient Responsibilities Annex Between

City of Deadwood
102 Sherman Street
Deadwood, SD 57732

State of South Dakota
Bureau of Finance and Management
500 E. Capital Avenue
Pierre, SD 57501

Referred to as Sub-recipient

Referred to as State

The State and Sub-recipient hereby enter into this Sub-recipient Responsibilities Annex (together with the Reimbursement Agreement, the "Agreement" hereinafter) for a grant award of Federal financial assistance to Sub-recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION

Information for the Federal Award Identification, as described in 2 CFR 200.331(a) may be inserted below or may be included in an attached Exhibit A and, if attached, is incorporated herein. In the event of a change in the award or funding source, the information inserted below or included in Exhibit A may change. Sub-recipient's consent shall not be required for the change in award or funding source and the change shall not be subject to the requirements for an amendment to this Agreement. In the event of a change, the State will provide updated information at least annually.

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This Agreement shall be effective as provided for in Section 2 of the Reimbursement Agreement.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS (add an addendum if needed; if an addendum is used it is incorporated herein):

A. The Sub-recipient will undertake and complete the work or performance as described in Exhibit A.

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of reimbursing costs incurred by Sub-recipient pursuant to the Coronavirus Relief Fund (Section 601 (a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("Cares Act")). The amounts are indicated in Exhibit A, line f.

5. RISK ASSESSMENTS, MONITORING AND REMEDIES

Risk assessments will be ongoing throughout the project period. Sub-recipient agrees to allow the State to monitor Sub-recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

Sub-recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-recipient understands and agrees that the requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by Sub-recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three-year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-recipient. In the event Sub-recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three -year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-recipient by the State, shall be retained in Sub-recipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-recipient's established record retention policies.

All payments to the Sub-recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-recipient.

7. AUDIT REQUIREMENTS:

If Sub-recipient expends \$750,000 or more in federal awards during the Sub-recipient's fiscal year, the Sub-recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

If the Sub-recipient expends less than \$750,000 during any Sub-recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the 9th month following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely resolved.

The Sub-recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-recipient may be responsible for payment of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-recipient must be made available if needed and upon request at the Sub-recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2 CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION

By signing this Agreement, Sub-recipient attests to the following requirements as set forth in SDCL § 1-56-10:

- (A) A conflict of interest policy is enforced within the recipient's or Sub-recipient's organization;
- (B) The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or Sub-recipient's website;
- (C) An effective internal control system is employed by the recipient's or Sub-recipient's organization; and
- (D) If applicable, the recipient or Sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or Sub-recipient's website.

Sub-recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

If Sub-recipient is a non-state agency they agree to disclose to the State, in writing, any conflicts of interest that exist under the Sub-recipient's conflict of interest policy. The State will publicly post any disclosed conflicts of interest along with the corresponding grant agreement on the OpenSD website.

In the event of a significant change in the conflict of interest policy, Sub-recipient agrees to provide immediate notice of such change to the State and provide a copy of the new conflict of interest policy. Sub-recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT

The State will prepare the closeout documents for grants less than \$250,000, which will consist of a (1) signed request to close the grant from the subrecipient. The State will prepare the closeout documents for grants \$250,000 or more, consisting of (1) a signed request to close the grant from the subrecipient and (2) an accounting from the subrecipient of all costs expended in conjunction with the grant. The State will review the accounting for accuracy or necessary corrections and upon verification of accuracy the State will submit the closeout to the federal agency for final reconciliation. Whether or not audits were conducted during the Agreement term, a final financial and compliance audit may be initiated up to three years after the closeout. If either the final financial report or the final audit discloses an overpayment to the sub-recipient, the State may, at its option, either require the sub-recipient to repay the overpayment to the State or deduct the amount of overpayment from monies due the sub-recipient under this Agreement or under any other agreement between the sub-recipient and the State.

10. PROCUREMENT

Sub-recipient agrees to follow procurements standards as found in 2 CFR 200.317 through 2 CFR 200.326 and SDCL 5-18A.

11. COST PRINCIPLES:

Sub-recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

12. PROPERTY MANAGEMENT STANDARDS:

The sub-recipient agrees to observe Federal Government uniform standards governing the utilization of property whose cost was charged to a project supported by a Federal grant.

13. LICENSING AND STANDARD COMPLIANCE:

The sub-recipient agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The sub-recipient will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Sub-recipient's failure to ensure the safety of all individuals served is assumed entirely by the Sub-recipient.

D. AUTHORIZED SIGNATURES:

[SIGNATURE PAGE FOLLOWS]

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

David Ruth Jr., Mayor

Date

Liza Clark, Commissioner, Bureau of Finance and Management

Date

Exhibit A

FEDERAL AWARD IDENTIFICATION

- a. Sub-recipient's name (which must match the name associated with its DUNS number):
- b. Sub-recipient's DUNS number and unique entity identifier:
- c. Federal Award Identification Number (FAIN):
- d. Federal Award Date: March 27, 2020
- e. Sub-award Period of Performance: *March 1, 2020 to December 30, 2020*
- f. Amount of federal funds obligated to the sub-recipient by this agreement: To Be Determined
- g. Total amount of the federal funds obligated to the sub-recipient:
- h. Total amount of the federal award committed to the sub-recipient:
- i. The federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA), is as follows:

This grant is made for the purpose of reimbursing costs incurred by Sub-recipient pursuant to the Coronavirus Relief Fund (Section 601 (a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("Cares Act").
- j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:

Awarding Agency: U.S. Department of the Treasury
Pass-through Entity: SD Bureau of Finance and Management
Contact Information: Monte R. Kramer
605-773-4743

- k. CFDA No(s) and Name(s): 21.019 – Coronavirus Relief Fund
- l. Is the grant award for research and development (R&D)? Yes ___ No X
- m. Indirect Cost Rate for federal award: Not Applicable

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



"Where the past is our future"

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

All,

I would like to request permission to have Rasmussen Mechanical abandon and replace the water main that is running thru the City Hall building. This copper piping was left in place when the rooftop system was installed and has begun to develop leaks and has become a concern. Also with the update we will gain a considerable amount of room that will allow SDN Communications to be in an area that currently is unusable due to the plumbing. The water meter will also be moved to the basement. This is a 2020 Budgeted item thru Public buildings improvements. The amount to complete the project is not to exceed 9000.00

Tom Kruzel

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

DEADWOOD

"Where the past is our future"

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

All,

I would like to request pay Otis Elevator for repairs on the Adams museum elevator, I believe that it was a power surge from a lighting strike since it failed during a recent storm. However, there is no way to prove that for insurance reasons. The repair was very involved with diagnostic work along with several control boards and the main power supply. This is one of those repairs that I could not get an estimate before it was repaired. I have the elevator back up and running and the museum is back to ADA compliant. The elevator is used very frequently and when it was down for almost a week we did receive several complaints.


Tom Kruzel

OTIS

5500 Village Blvd
West Palm Beach, FL 33407

| | | |
|--------------|----------|-------------|
| CUSTOMER NO. | DATE | INVOICE NO. |
| 576662 | 06/25/20 | CLH15623001 |
| INVOICE | | AMOUNT DUE |
| | | 4,243.00 |

PAYMENT DUE UPON RECEIPT

MAIL PAYMENT TO: 
OTIS ELEVATOR COMPANY
P.O. BOX 73579
CHICAGO IL
606737579

CITY OF DEADWOOD
67 DUNLOP AVE

DEADWOOD SD
577321510

ENCLOSE THIS COUPON WITH YOUR PAYMENT.
MAKE CHECK PAYABLE TO: OTIS ELEVATOR COMPANY

INVOICE

DETACH RETURN DOCUMENT ALONG PERFORATION

OTIS ELEVATOR COMPANY
** INVOICE CHARGES **

BUILDING REFERENCE
ADAMS MUSEUM
54 SHERMAN STREET

CUSTOMER NO.
576662

DATE
06/25/20

INVOICE NO.
CLH15623001

DEADWOOD
57732

SD

DATE OF SERVICE:

06/10/20

AUTHORIZED REPAIR DUE TO POWER ISSUE WITH
BUILDING. MECHANIC WAS ABLE TO TROUBLESHOOT
ELEVATOR AND FOUND BAD POWER SUPPLY. NEW POWER
SUPPLY WAS ORDERED AND REPLACED. MECHANIC
READJUSTED FOR PROPER OPERATION AND PLACED BACK
IN SERVICE.
CALLER NAME:
TOM KRUZEL/TRANS DIR:
PROBLEM DESCRIPTION:
ONLY ELEVATOR, POSS PWR SURGE, POSS DMG CPU, RTCB

CONTINUED ON NEXT PAGE

ANY QUESTIONS CONCERNING THIS INVOICE, CONTACT OTIS

AT: (515-270-2066)

WE CERTIFY THAT GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 HEREOF.

OVERDUE PAYMENTS SHALL BEAR AN INTEREST CHARGE OF THE OVERDUE AMOUNT CALCULATED FROM THE PAYMENT DUE DATE OF THE INVOICE AT THE RATE OF ONE AND ONE HALF PERCENT (1.5%) PER MONTH OR THE MAXIMUM RATE ALLOWED BY APPLICABLE LAW, WHICHEVER IS LESS.


OTIS

5500 Village Blvd
West Palm Beach, FL 33407

| CUSTOMER NO. | DATE | INVOICE NO. |
|--------------|----------|-------------|
| 576662 | 06/25/20 | CLH15623001 |
| | | AMOUNT DUE |
| | | 4,243.00 |

INVOICE

PAYMENT DUE UPON RECEIPT

MAIL PAYMENT TO: 
OTIS ELEVATOR COMPANY
P.O. BOX 73579
CHICAGO IL 606737579

CITY OF DEADWOOD
67 DUNLOP AVE
DEADWOOD SD 577321510

ENCLOSE THIS COUPON WITH YOUR PAYMENT.
MAKE CHECK PAYABLE TO: OTIS ELEVATOR COMPANY

INVOICE

DETACH RETURN DOCUMENT ALONG PERFORATION

OTIS ELEVATOR COMPANY
** INVOICE CHARGES **

BUILDING REFERENCE

CUSTOMER NO.
576662

DATE
06/25/20

INVOICE NO.
CLH15623001

7.00 HRS @ \$469/HR REG RATE = 3283.00

| | |
|------------------|----------|
| SUBTOTAL | 4,243.00 |
| TAX | .00 |
| FREIGHT | .00 |
| TOTAL AMOUNT DUE | 4,243.00 |

ANY QUESTIONS CONCERNING THIS INVOICE, CONTACT OTIS

AT: (515-270-2066)

WE CERTIFY THAT GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 HEREOF.

OVERDUE PAYMENTS SHALL BEAR AN INTEREST CHARGE OF THE OVERDUE AMOUNT CALCULATED FROM THE PAYMENT DUE DATE OF THE INVOICE AT THE RATE OF ONE AND ONE HALF PERCENT (1.5%) PER MONTH OR THE MAXIMUM RATE ALLOWED BY APPLICABLE LAW, WHICHEVER IS LESS.

12.16.010 Obstruction of streets, sidewalks and public places.

A. No person shall obstruct or encumber any street, sidewalk or public place in any manner, except as provided in this chapter.

B. No person shall individually, or in a group of other persons, conduct games or other recreational activities in the area bounded by the intersection of Pine and Sherman Streets to the intersection of Main Street and US Highway 14A and up to the intersection of Main and Pine Streets and extending up Main Street to the Deadwood Armory, including the adjacent sidewalks, parking areas and other public areas in such a way as to unreasonably obstruct such street, sidewalk, parking lot or other public area.

(Prior code §§ 27-600, 30-403)

109

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



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

STAFF REPORT
PLANNING AND ZONING
July 1st, 2020 REGULAR MEETING

APPLICANT: City of Deadwood

PURPOSE: Consolidating Parcels and Vacating Utility Easements

GENERAL LOCATION: 703 Main Street, (Outlaw Square)

LEGAL DESCRIPTION: FORMERLY LOTS 3 AND 4A1 BLOCK 20, THE REMAINDER OF LOT A BLOCK 20, LOT A IN LOT H1 OF LOT 17 BLOCK 20 M.S. 72, LOT H-1 OF LOT 4 BLOCK 20 M.S. 72, AND A PORTION OF DEADWOOD STREET RIGHT-OF-WAY ORIGINAL TOWNSITE, CITY OF DEADWOOD, IN SECTION 22, T5N, R3E, BHM, LAWRENCE COUNTY, SOUTH DAKOTA.

FILE STATUS: All legal obligations have been completed.

ZONE: C1 – Commercial District

STAFF FINDINGS:

Surrounding Zoning:

North: C1 - Commercial
South: C1 - Commercial
East: PU - Public Use
West: C1 - Commercial

Surrounding Land Uses

Gaming Establishment
Gaming Establishment
City Owned Parking
Hotel and Gaming Est.

SUMMARY OF REQUEST

The Final Plat of Outlaw Square Lot has been submitted to consolidate parcels and to vacate prior utility/power easements while establishing new utility/power easements.

FACTUAL INFORMATION

1. The property is currently zoned C1 – Commercial
2. Lot 4A is comprised of 0.62 Acres±
3. The subject property is located within an area designated “City Center” by the City of Deadwood’s Comprehensive plan of 2001. This area is intended to contain a mixture of uses in an urbanized environment.
4. The subject lot is located within the 500 year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile.
5. Public facilities are available to serve the property.

STAFF DISCUSSION

The property involved in this plat is zoned C1 – Commercial and the lot size is compliant with the area and bulk requirements in the City of Deadwood code of ordinances.

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

ACTION REQUIRED:

1. Approval / Denial by Deadwood Planning and Zoning Commission.
2. Approval / Denial by Deadwood Board of Adjustment.

PLAT OF OUTLAW SQUARE TRACT OF BLOCK 20

102840

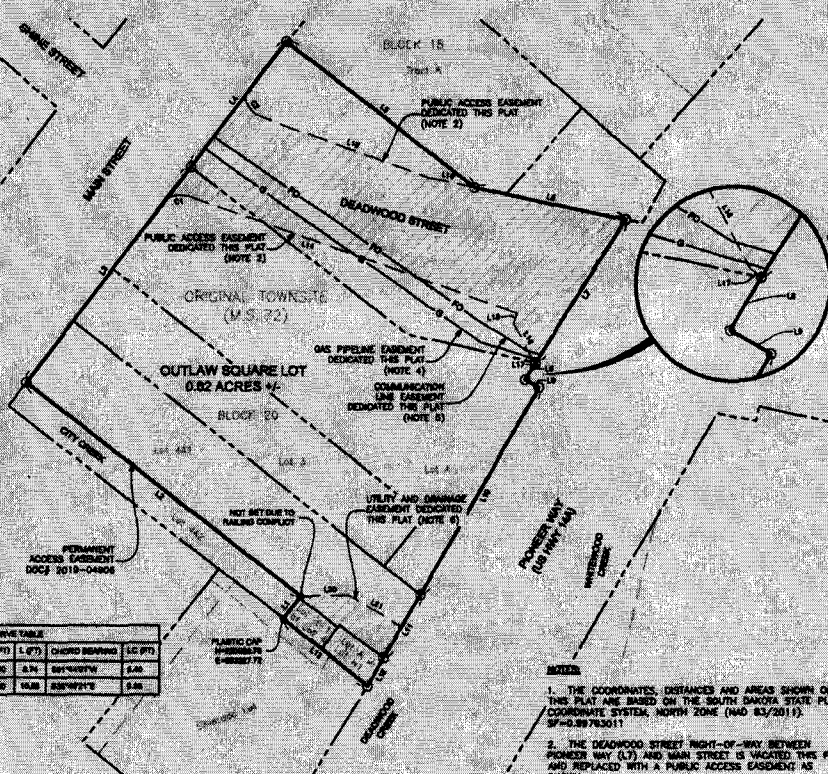
- SET MONUMENT STAMPED
POSTER L&F 11311" (THIS SURVEY)
- FOUND SURVEY MONUMENT AS NOTED

FORMERLY LOTS 3 AND 4A1 BLOCK 20,
THE REMAINDER OF LOT A BLOCK 20,
LOT A IN LOT H1 OF LOT 17 BLOCK 20 M.S. 72,
LOT H-1 OF LOT 4 BLOCK 20 M.S. 72,
AND A PORTION OF DEADWOOD STREET RIGHT-OF-WAY
ORIGINAL TOWNSITE, CITY OF DEADWOOD, IN SECTION 22, T5N, R3E, B1M,
LAWRENCE COUNTY, SOUTH DAKOTA.



| LINE # | DIRECTION | 1. (FT) |
|--------|-------------|---------|
| L1 | N00°14'45"W | 10.74 |
| L2 | N01°00'00"W | 131.85 |
| L3 | N00°00'00"E | 102.20 |
| L4 | N00°00'00"E | 88.75 |
| L5 | N00°00'00"E | 80.00 |
| L6 | S77°10'00"E | 88.07 |
| L7 | S00°15'00"W | 83.74 |
| L8 | S00°00'00"W | 7.00 |
| L9 | S00°00'00"E | 5.46 |
| L10 | S00°00'00"W | 60.00 |
| L11 | S00°00'00"W | 27.40 |
| L12 | S00°00'00"W | 10.00 |
| L13 | N00°00'00"W | 40.00 |
| L14 | S00°00'00"W | 100.75 |
| L15 | N00°00'00"E | 4.00 |
| L16 | N00°00'00"W | 18.28 |
| L17 | N00°00'00"W | 1.74 |
| L18 | S70°00'00"E | 88.70 |
| L19 | S77°00'00"E | 17.20 |
| L20 | N00°00'00"W | 18.00 |
| L21 | N00°00'00"W | 88.00 |

| CURVE # | BEARING | R (FT) | Δ (°) | CHORD BEARING | LC (FT) |
|---------|-------------|--------|-------|---------------|---------|
| C1 | S89°50'00"W | 8.00 | 8.74 | S89°40'00"W | 8.00 |
| C2 | S7°20'00"E | 8.00 | 10.88 | S89°40'00"E | 8.00 |



- NOTES**
1. THE COORDINATES, DISTANCES AND AREAS SHOWN ON THIS PLAT ARE BASED ON THE SOUTH DAKOTA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD 83/2011), SP=0.89783011.
 2. THE DEADWOOD STREET RIGHT-OF-WAY BETWEEN PIONEER WAY (L7) AND MAIN STREET IS VACATED THIS PLAT AND REPLACED WITH A PUBLIC ACCESS EASEMENT AS SHOWN.
 3. A UTILITY EASEMENT 1.5' IN WIDTH IS HEREBY DEDICATED ALONG THE INTERIOR LOT LINES ADJACENT TO PIONEER WAY (L7-L12) TO ENCOMPASS IN-PLACE UTILITIES UNDER THE SIDEWALK.
 4. A GAS PIPELINE EASEMENT IS HEREBY DEDICATED 10' ON EITHER SIDE OF THE IN-PLACE FACILITY AS SHOWN.
 5. A COMMUNICATION LINE EASEMENT IS HEREBY DEDICATED 10' ON EITHER SIDE OF THE IN-PLACE FACILITY AS SHOWN.
 6. A DRAINAGE AND UTILITY EASEMENT IS HEREBY DEDICATED TO ENCOMPASS THE IN-PLACE DRAINAGE INFRASTRUCTURE COMPREHENDING CITY CREEK AND TO ENCOMPASS THE IN-PLACE ELECTRICAL INFRASTRUCTURE BOTH ABOVE AND BELOW GROUND.
 7. THE 1% ANNUAL CHANCE FLOOD DISCHARGE FOR CITY, DEADWOOD AND WHITEWOOD CREEKS IS CONTAINED WITHIN THE BELOW GROUND STRUCTURES AS INDICATED ON FLOOD INSURANCE RATE MAP PANEL 4604100213F WITH EFFECTIVE DATE 04/17/2012.

SURVEYOR'S CERTIFICATE

I, LINDA M. FORSTER, REGISTERED LAND SURVEYOR, NO. 11311 IN THE STATE OF SOUTH DAKOTA, HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA, THAT AT THE REQUEST OF THE OWNER AND UNDER MY SUPERVISION, I HAVE CAUSED TO BE SURVEYED AND PLATTED THE PROPERTY SHOWN AND DESCRIBED HEREON, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE PROPERTY WAS SURVEYED IN GENERAL CONFORMANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA AND ACCEPTED METHODS AND PROCEDURES OF SURVEYING.
DATED THIS 11 DAY OF JUNE, 2020.



OWNER'S CERTIFICATE

WE, THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, DO HEREBY CERTIFY AND APPROVE THIS PLAT AS HEREON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EASEMENT AND EASEMENT CONTROL REGULATIONS.

OWNER: _____
ADDRESS: _____

ACKNOWLEDGMENT OF OWNER
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
ON THIS _____ DAY OF _____, 20____, BEFORE ME THE UNDERSIGNED
NOTARY PUBLIC, PERSONALLY APPEARED _____
KNOWN TO ME TO BE THE PERSON
MY COMMISSION EXPIRES: _____
NOTARY PUBLIC: _____

CERTIFICATE OF COUNTY TREASURER
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
I, _____, LAWRENCE COUNTY TREASURER, DO HEREBY
CERTIFY THAT _____ TAKES WHICH ARE LIENS UPON THE HEREIN PLATTED PROPERTY
HAVE BEEN PAID. DATED THIS _____ DAY OF _____, 20____.
LAWRENCE COUNTY TREASURER: _____

APPROVAL OF HIGHWAY AUTHORITY
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
THE LOCATION OF THE PROPOSED ACCESS ROADS ADJUTING THE COUNTY OR STATE HIGHWAY AS
SHOWN HEREON, IS HEREBY APPROVED. ANY CHANGE IN THE PROPOSED ACCESS SHALL
REQUIRE ADDITIONAL APPROVAL.
HIGHWAY AUTHORITY: _____

APPROVAL OF THE CITY OF DEADWOOD PLANNING COMMISSION

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
THIS PLAT APPROVED BY THE CITY OF DEADWOOD PLANNING COMMISSION
THIS _____ DAY OF _____, 20____.

CITY PLANNER: _____ CHAIRMAN: _____

APPROVAL OF THE CITY OF DEADWOOD BOARD OF COMMISSIONERS
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
BE IT RESOLVED THAT THE CITY OF DEADWOOD BOARD OF COMMISSIONERS
HAVING VIEWED THE WITHIN PLAT, DO HEREBY APPROVE THE SAME FOR
RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS, LAWRENCE COUNTY, S.D.
DATED THIS _____ DAY OF _____, 20____.

ATTEST: FINANCE OFFICER: _____ MAYOR: _____

DEEDS OF THE COUNTY DIRECTOR OF EQUALIZATION
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
I, _____, LAWRENCE COUNTY DIRECTOR OF EQUALIZATION, DO HEREBY CERTIFY THAT I HAVE
RECEIVED A COPY OF THIS PLAT, DATED THIS _____ DAY
OF _____, 20____.

LAWRENCE COUNTY DIRECTOR OF EQUALIZATION: _____

CERTIFICATE OF REGISTER OF DEEDS
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
FILED FOR RECORD THIS _____ DAY OF _____, 20____
AT _____ O'CLOCK _____, AND RECORDED AS DOCUMENT # _____.

REGISTER OF DEEDS: _____ FEE: \$ _____

OWNER: CITY OF DEADWOOD
100 EAST VALLEYVIEW STREET
DEADWOOD, SD 57702
PHONE: 605-679-3292

PREPARED BY:
FORSBERG ENGINEERING COMPANY INC.
720 EAST VALLEYVIEW STREET
DEADWOOD, SD 57701
PHONE: 605-643-3311

Prepared by:
Quentin L. Riggins
Gunderson, Palmer, Nelson & Ashmore, LLP
P.O. Box 8045
Rapid City, SD 57709-8045
(605) 342-1078

RELEASE OF POWER EASEMENT

City of Deadwood which address is 108 Sherman Street, Deadwood, South Dakota 57732, does hereby release and relinquish any and all rights which it has in and to the twenty foot (20') power easement along the inside of all lot lines as shown on Exhibit A and of record on document 2003-08252 in the in the office of the Lawrence County Register of Deeds that affects the following described property:

REMAINDER OF LOT A, BLOCK 20, ORIGINAL TOWNSITE OF
DEADWOOD LOCATED IN THE SE1/4 OF SECTION 22, T5N, R3E, BHM
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA.

Dated this ____ day of _____, 2020

CITY OF DEADWOOD

By: David R. Ruth, Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF LAWRENCE)

On this____day of_____, 2020, before me, the undersigned officer,
personally appeared David R. Ruth, Jr., known to me or satisfactorily proven to be the Mayor of
the City of Deadwood, whose name is subscribed to the foregoing instrument, and acknowledged
that, being so authorized, he executed the same in the capacity and for the purposes therein
contained.

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







(SEAL)

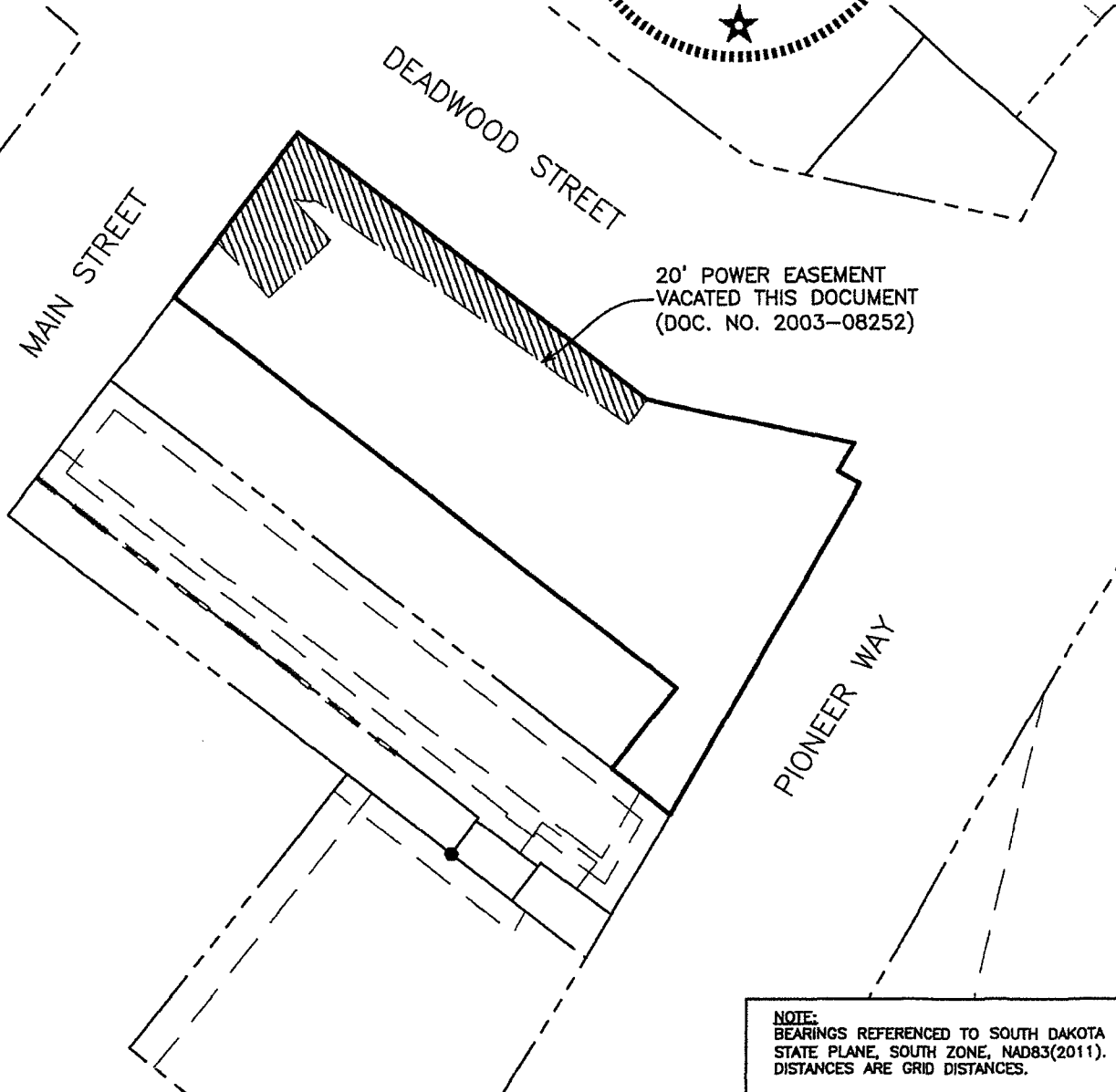
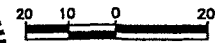
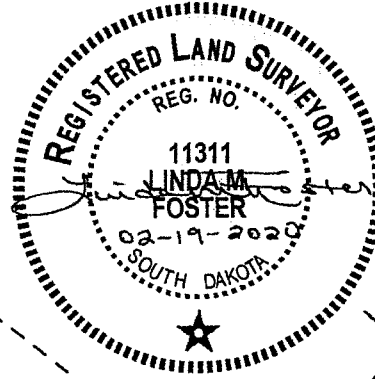
Notary Public – South Dakota
My commission expires:

VACATION OF POWER EASEMENT

REMAINDER OF LOT A, BLOCK 20, ORIGINAL TOWNSITE OF DEADWOOD
 LOCATED IN THE SE1/4 OF SECTION 22, T5N, R3E, BHM
 CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA


LEGEND

-  VACATE EASEMENT
-  FOUND PROPERTY MONUMENT
-  PROPERTY AS DESCRIBED
-  PROPERTY LINE
-  LOT LINE
-  EXISTING EASEMENT



NOTE:
 BEARINGS REFERENCED TO SOUTH DAKOTA
 STATE PLANE, SOUTH ZONE, NAD83(2011).
 DISTANCES ARE GRID DISTANCES.

EXHIBIT A



- Civil Engineering
- Geospatial Solutions
- Water Resources
- Transportation
- Land Surveying

229 East Washington St., Rapid City, SD 57701 • Phone: (605) 343-2331

| |
|-------------|
| PROJECT NO. |
| J15-119 |
| FIGURE NO. |
| 1 OF 1 |

12-17-19 P:\19-149\AutoCAD\19-149\PLAT-VACA-LOT A.dwg

Prepared by:
Quentin L. Riggins
Gunderson, Palmer, Nelson & Ashmore, LLP
P.O. Box 8045
Rapid City, SD 57709-8045
(605) 342-1078

RELEASE OF UTILITY EASEMENT

City of Deadwood which address is 108 Sherman Street, Deadwood, South Dakota 57732, does hereby release and relinquish any and all rights which it has in and to the five foot (5') utility easement along the inside of all lot lines as shown on Exhibit A and of record on document 2018-04481 in the in the office of the Lawrence County Register of Deeds that affects the following described property:

LOT 4A1, BLOCK 20, ORIGINAL TOWNSITE OF DEADWOOD LOCATED
IN THE SE1/4 OF SECTION 22, T5N, R3E, BHM CITY OF DEADWOOD,
LAWRENCE COUNTY, SOUTH DAKOTA.

Dated this ____ day of _____, 2020

CITY OF DEADWOOD

By: David R. Ruth, Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF LAWRENCE)

On this____day of_____, 2020, before me, the undersigned officer,
personally appeared David R. Ruth, Jr., known to me or satisfactorily proven to be the Mayor of
the City of Deadwood, whose name is subscribed to the foregoing instrument, and acknowledged
that, being so authorized, he executed the same in the capacity and for the purposes therein
contained.

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




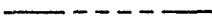

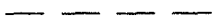
(SEAL)

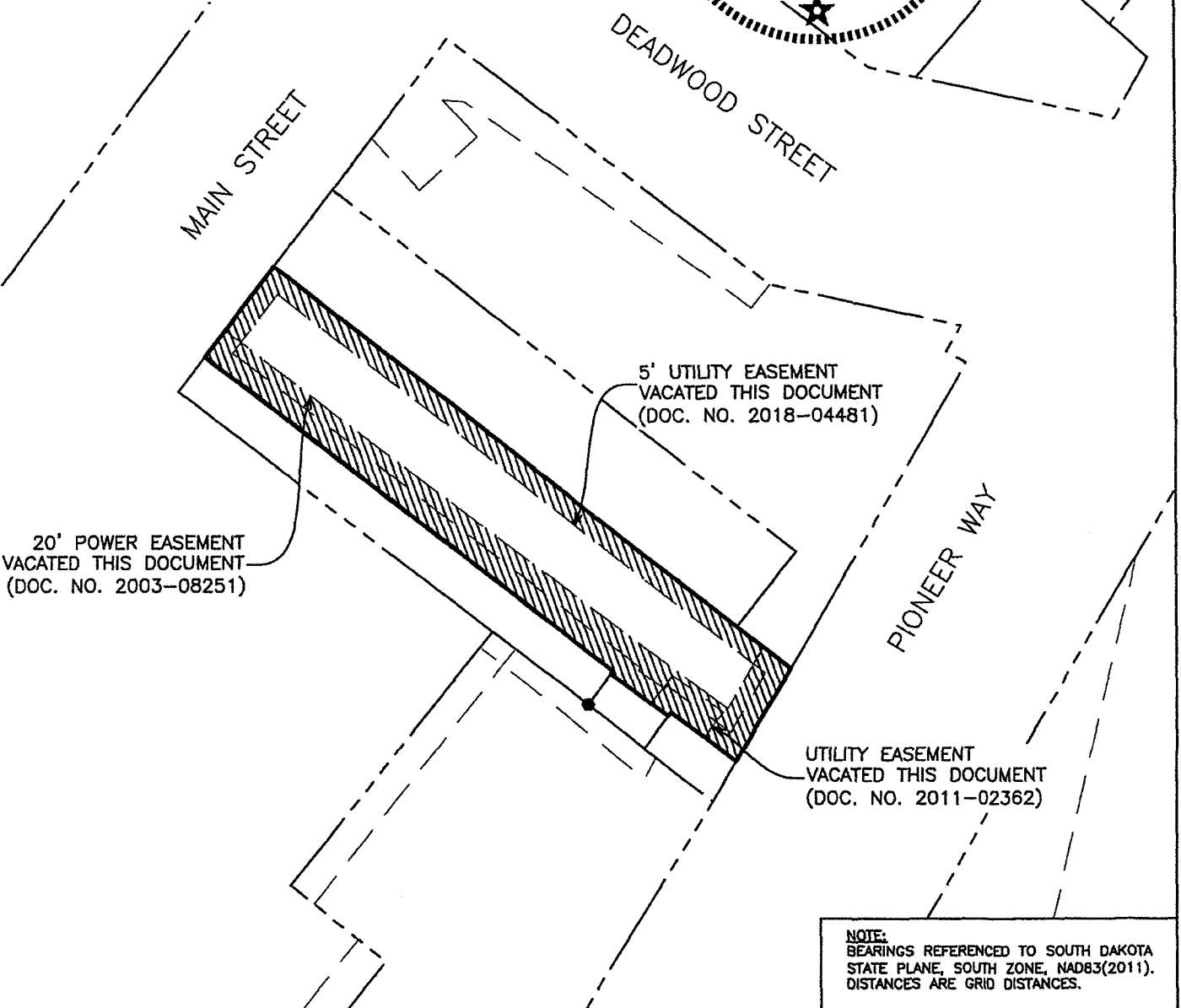
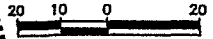
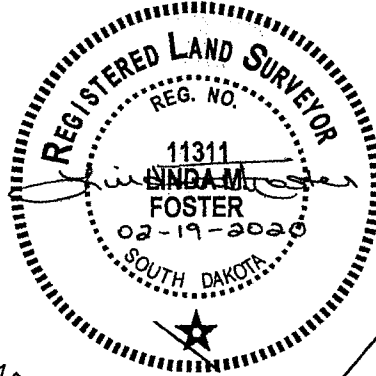
Notary Public – South Dakota
My commission expires:

VACATION OF POWER AND UTILITY EASEMENTS

LOT 4A1, BLOCK 20, ORIGINAL TOWNSITE OF DEADWOOD
LOCATED IN THE SE1/4 OF SECTION 22, T5N, R3E, BHM
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

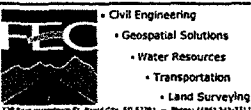
LEGEND

-  VACATE EASEMENT
-  FOUND PROPERTY MONUMENT
-  PROPERTY AS DESCRIBED
-  PROPERTY LINE
-  LOT LINE
-  EXISTING EASEMENT



NOTE:
BEARINGS REFERENCED TO SOUTH DAKOTA
STATE PLANE, SOUTH ZONE, NAD83(2011).
DISTANCES ARE GRID DISTANCES.

EXHIBIT A



PROJECT NO.
J15-119
FIGURE NO.
1 OF 1

TDG

June 23, 2020

Mr. Robert Nelson Jr.,
Public Works Director – City of Deadwood
108 Sherman Street
Deadwood, SD 57732

RE: McKinley Street Repair

Dear Bob,

This letter presents our proposal for your McKinley Street Repair project in Deadwood, SD. Based on our discussion, we have prepared the following proposal for your consideration.

Project Understanding

City staff have identified drainage concerns within the McKinley Street right-of-way. McKinley Street is an asphalt paved street, about 22-foot wide with rollover curb and gutter. Storm sewer exists within the street section but inlets are more like a traditional area inlet instead of a curb style inlet.

Our understanding of both projects is as follows:

- Stormwater runoff and spring flows (from near intersection of Railroad and McKinley) are conveyed down McKinley Street in the street section and storm sewer. These flows overtop the curb and gutter in front of 25 McKinley. Flows follow the alleyway to the northeast and are causing flooding concerns for the residence at 23 ½ McKinley Street.
- Survey and topographic services were completed by KTM Design Solutions.
- Development of approved final design plans, bidding, and construction administration services are needed for this project. The project will be designed to City of Deadwood local standards. SDDOT standard specifications/details will be utilized within the plans sets.

TDG has prepared this design and construction services proposal in conjunction with the project documents. Our scope of work and breakdown of fees is summarized as follows:

Task 1 – Construction Documents

This task includes the development of construction documents needed to construct the proposed street improvements.

- TDG will prepare a street and utility plan as required to redirect and/or capture runoff to the storm sewer network. It is anticipated new storm sewer inlets and alley approach may be constructed.
- TDG will prepare a drainage plan that identifies stormwater runoff flows through the storm sewer network within McKinley Street.
- TDG will coordinate with local private utility companies to ensure private utilities have been identified properly on the plans.
- KTM will prepare and submit preliminary construction plans (65% design & 95% design) for CITY review and final construction plans (100% for construction) with supporting documents in each phase. Review sets will be submitted electronically.
- All plans and supplemental specifications will be prepared in conjunction with the SDDOT Standard Specifications, City of Deadwood criteria, and SDDENR design criteria.
- TDG will develop an engineer's estimate for CITY use in project budgeting.

TOWEY DESIGN GROUP, INC.

4459 Portrush Road, Rapid City, SD 57702 | 605.391.2190
mtowey@toweydesigngroup.com

Task 2 – Bidding Services

This task includes the bidding services for this project.

- TDG will coordinate and conduct a Pre-bid Conference and prepare an agenda for this meeting.
- TDG will prepare and issue addenda to the bid documents as required. CITY will be included in all correspondence.
- TDG will review Bidder's Proposals and prepare an award recommendation letter to CITY.

Task 3 – Construction Administration

This task includes construction administration services for the project.

- KTM will attend two onsite meetings for construction concerns, and City final walkthrough.
- KTM will provide written clarification regarding drawing and specification questions and provide recommendations necessary to address changes or unknown conditions that may appear during construction.
- KTM will review all shop drawings and submittals and take action as needed.
- KTM will review and make recommendation to Contractor submitted monthly pay requests.
- KTM will prepare and submit to the City of Deadwood "Record Drawings" based on the Contractor's redline "as-built" markings. It is anticipated that a single submittal will be required.

Construction administration services such as onsite observation services, maintaining a project workbook with project notes, testing records, and other relative documents will be completed as requested by CITY. This work will be invoiced as an hourly service plus reimbursable expenses per TDG's current hourly rates at that time.

If CITY desires, this task may be reevaluated following award for additional needs.

Project Assumptions

The following assumptions have been made in association with this proposal.

- Plans will be 11x17. Print costs for submittals and final plans for Contractor use will be included as a reimbursable expense.
- Additional services, where requested, will be invoiced to the CITY at our current hourly rates.

Proposed Schedule

We have anticipated the following schedule with the understanding that the City would like to complete this project yet this fall.

- | | |
|-------------------------------|------------|
| • NTP for Design Services | 07.07.2020 |
| • 65% Design Submittal | 07.24.2020 |
| • City Review (Complete) | 07.31.2020 |
| • 95% Design Submittal | 08.07.2020 |
| • City Review (Complete) | 08.14.2020 |
| • 100% For Construction Plans | 08.21.2020 |
| • Bid Opening | 09.08.2020 |
| • Construction Complete | 11.13.2020 |

Progress Payments

Monthly progress payments shall be processed by the CITY upon receipt of the claim as computed by the TDG based on work completed during the month per the hourly rates and allowable reimbursables as established in this proposal and approved by CITY.



Fee Breakout

The following identifies the fee breakout for each task listed above.

- Task 1 – Construction Documents \$4,875.00
- Task 2 – Bidding Services \$1,300.00
- Task 3 – Construction Services \$1,915.00

Design Fees

TDG proposes to complete the necessary design services for this project on an hourly not-to-exceed basis. We have estimated our total fee for this project to be Eight Thousand Ninety Dollars and No Cents (\$8,090.00) plus reimbursable expenses.

Acceptance

TDG requests written acceptance of this proposal below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments:

- issuing an authorized purchase order for any of the Services described above,
- written or electronic notification for TDG to proceed with the Services described in this proposal.

If these arrangements are acceptable, please sign below and return one copy to me (electronically). We are enthused about this project and look forward to working with you and your team members to effectively meet the needs of your project.

Sincerely,

Michael Towey, PE
Towey Design Group, Inc.

Attachments

- TDG's Hourly Rates
- TDG's Standard Terms and Conditions
- TDG Insurance Certificate

ACCEPTED BY:

Signature

Name

Title

Date



EXHIBIT A

2020 Hourly Rate Schedule

STAFF

| | |
|------------------------------|----------|
| Professional Engineer | \$110.00 |
| Construction Observer | \$85.00 |
| Engineering Technician | \$75.00 |
| Administrative | \$60.00 |

REIMBURSABLES

| | |
|----------------------|--------|
| Mileage | \$0.58 |
| Prints/Copies | cost |
| Travel/Lodging | cost |

TOWEY DESIGN GROUP, INC.

4459 Portrush Road, Rapid City, SD 57702 | 605.391.2190
mtowey@toweydesigngroup.com

EXHIBIT B – STANDARD TERMS & CONDITIONS

The Agreement is supplemented to include the following terms and conditions:

1. Standard of Care

a. The standard of care for all professional services performed or furnished by TDG under this Agreement will be the care and skill ordinarily used by members of TDG's profession practicing under similar circumstances at the same time and in the same locality. TDG makes no warranties, express or implied, under this Agreement or otherwise, in connection with TDG's services.

b. CLIENT shall be responsible for, and TDG may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to TDG pursuant to this Agreement. TDG may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and TDG and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or TDG. TDG's services under this Agreement are being performed solely for CLIENT's benefit, and no other entity shall have any claim against TDG because of this Agreement or the performance or nonperformance of services hereunder.

3. Payments to TDG

Invoices will be prepared in accordance with TDG's standard invoicing practices and will be submitted to CLIENT by TDG monthly, unless otherwise agreed. Invoices are due and payable within 60 days of receipt. If CLIENT fails to make any payment due TDG for services and expenses within 90 days after receipt of TDG's invoice therefore, the amounts due TDG will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said ninetieth day. In addition, TDG may, after giving seven days written notice to CLIENT, suspend services under this Agreement until TDG has been paid in full all amounts due for services, expenses, and other related charges.

4. Insurance

TDG will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to CLIENT upon request.

5. Indemnification and Allocation of Risk

a. To the fullest extent permitted by law, TDG shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of TDG or TDG's officers, directors, partners, employees, and consultants in the performance of TDG's services under this Agreement.

b. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless TDG, TDG's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable

fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and consultants with respect to this Agreement.

c. In addition to the indemnity provided under paragraph 5.b. of this Exhibit, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless TDG and TDG's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph 5.c. shall obligate CLIENT to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.

d. ~~To the fullest extent permitted by law, TDG's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of TDG and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that TDG's negligence bears to the total negligence of CLIENT, TDG, and all other negligent entities and individuals.~~

e. ~~The indemnification provision of Paragraph 5.a. is subject to and limited by the provisions agreed to by CLIENT and TDG in Paragraph 7, "Limit of Liability," of this Agreement.~~

6. ~~Exclusion of Special, Incidental, Indirect, and Consequential Damages~~

~~To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, TDG and TDG's officers, directors, partners, employees, agents, and Consultants, or any of them, shall not be liable to CLIENT or anyone claiming by, through, or under CLIENT for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to a Specific Project, Task Order, or this Agreement, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranties, express or implied, of TDG or TDG's officers, directors, partners, employees, agents, or TDG's Consultants, or any of them.~~

7. ~~Limit of Liability~~

~~To the fullest extent permitted by law, notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of TDG and TDG's officers, directors, partners, employees, agents, and TDG's Consultants, and any of them, to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of TDG or TDG's officers, directors, partners, employees, agents, or TDG's Consultants, or any of them, shall not exceed the maximum amount under TDG's insurance.~~

TOWEY DESIGN GROUP, INC.

4459 Portrush Road, Rapid City, SD 57702 | 605.391.2190
mtowey@toweydesigngroup.com

8. Termination of Contract

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, CLIENT shall pay to TDG all amounts owing to TDG under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

9. Access

CLIENT shall arrange for safe access to and make all provisions for TDG and TDG's Consultants to enter upon public and private property as required for TDG to perform services under this Agreement.

10. Hazardous Environmental Conditions

It is acknowledged by both parties that TDG's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event TDG or any other party encounters a Hazardous Environmental Condition, TDG may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. CLIENT acknowledges that TDG is performing professional services for CLIENT and that TDG is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with TDG's activities under this Agreement.

11. Patents

TDG shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.

12. Client Ownership and Reuse of Documents

All documents prepared or furnished by TDG pursuant to this Agreement are instruments of service, and TDG shall retain an ownership and property interest therein. Reuse of any such documents by CLIENT shall be at CLIENT's sole risk; and CLIENT agrees to indemnify, and hold TDG harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by CLIENT or by others acting through CLIENT.

13. Use of Electronic Media

a. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by TDG. Files in electronic media format of text, data, graphics, or of other types that are furnished by TDG to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

b. When transferring documents in electronic media format, TDG makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by TDG at the beginning of this Assignment.

c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. TDG shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

14. Force Majeure

TDG shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond TDG's reasonable control.

15. Assignment

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

16. Binding Effect

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

17. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and TDG, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

18. Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

19. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

20. Controlling Law

This Agreement is to be governed by the law of the State of South Dakota.

21. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|--|--|
| PRODUCER DFS Insurance - Highmark FCU 725 Fifth Street, Ste. #100 Rapid City SD 57701 | | CONTACT NAME: Sarah Johnson PHONE (A/C No. Ext): (605) 343-1722 E-MAIL ADDRESS: sarah@dakfs.com FAX (A/C No): (605) 718-1843 | |
| INSURED Towey Design Group 4459 Portrush Rd Rapid City SD 57702 | | INSURER(S) AFFORDING COVERAGE INSURER A: LeMars INSURER B: West River Insurance Company INSURER C: New Hampshire INSURER D: INSURER E: INSURER F: | |
| | | NAIC # 22586L | |

COVERAGES

CERTIFICATE NUMBER: CL2052608087

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--|----------|-------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | BOA9335535 | 4/30/2020 | 4/30/2021 | EACH OCCURRENCE \$ 2,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 |
| | | | | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE \$ 4,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| | OTHER: | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> HIRED AUTOS | <input type="checkbox"/> NON-OWNED AUTOS | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| | <input type="checkbox"/> UMBRELLA LIAB | <input type="checkbox"/> OCCUR | | | | | EACH OCCURRENCE \$ |
| | <input type="checkbox"/> EXCESS LIAB | <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE \$ |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WCMWRI 1004172 00 | 4/30/2020 | 4/30/2021 | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A | | | | | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | |
| | | | | | | | |
| C | Professional Liability | | | 023779426-00 | 4/30/2020 | 4/30/2021 | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sarah Johnson/SJ

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LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40002846

Between

CapFirst Equipment Finance, Inc.

As Lessor

and

City of Deadwood, South Dakota

As Lessee

Dated as of July 1, 2020

THIS LEASE WITH OPTION TO PURCHASE AGREEMENT dated as of 7/1/2020 (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 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 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 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: 7/1/2020


LESSEE:
City of Deadwood, South Dakota

By: _____ 

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

Date: 7/1/2020

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: 7/1/2020
Lease #: 40002846

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 | J3R07590 | 2019 Caterpillar 938M Wheel Loader |

Description of Financed Amount:

| | |
|--|--------------|
| Cost of above Equipment | \$209,000.00 |
| Cost of related charges: | |
| Transportation | |
| Physical Modifications (specify) | |
| Warranty | |
| Add: Sales or other tax, if applicable | |
| | |
| Less: Trade - In, if applicable | \$57,000.00 |
| Down Payment | |
| | |
| | |
| Net Financed Amount: | \$152,000.00 |

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

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

Date of Lease: 7/1/2020
Lease #: 40002846
Annual Percentage Rate: 3.50%

RENTAL PAYMENTS

| Rental Payment Date | Rental Payment | Interest | Principal | Purchase Option Price* |
|--------------------------------|---------------------------|-----------------|------------------|-----------------------------------|
| 7/1/2021 | 18,441.05 | 5,320.00 | 13,121.05 | 144,021.00 |
| 7/1/2022 | 18,441.05 | 4,860.76 | 13,580.29 | 128,965.00 |
| 7/1/2023 | 18,441.05 | 4,385.45 | 14,055.60 | 113,555.00 |
| 7/1/2024 | 18,441.05 | 3,893.51 | 14,547.54 | 97,782.00 |
| 7/1/2025 | 100,079.87 | 3,384.35 | 96,695.52 | 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 July 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 7/1/2021 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: July 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. 40002846

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. 40002846 dated as of 7/1/2020 (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



4165 30th Ave S Suite 100
Fargo, ND 58104

July 1, 2020

City of Deadwood, South Dakota
ATTN: David R. Ruth, Jr.
102 Sherman St
Deadwood, SD 57732

RE: Lease with Option to Purchase Agreement No. 40002588

Dear Mr. Ruth:

Enclosed please find the following documentation for this lease:

- Lease with Option to Purchase Agreement No. 40002588
- Exhibit A - Equipment Description
- Exhibit B - Rental Payments
- Exhibit C - Certificate of Acceptance
- Exhibit D - Resolution
- Insurance Coverage Information

Please fill in the name and address of your insurance agent where indicated. It is important that you request a certificate of insurance be forwarded to our office just as soon as possible.

- Certificate of Incumbency
- 8038-G -- We will take care of filing this form with the IRS. Please sign both originals where indicated in **blue ink**.

Please sign and seal all documents where indicated and return all of the executed documents to my attention. You can reach me at (701) 639-7209 if you have any other questions pertaining to the documentation. Thank you.

Sincerely,
CapFirst Equipment Finance, Inc.

A handwritten signature in blue ink, appearing to read 'Andy Erickson'.

Andy Erickson
Vice President

LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40002588

Between

CapFirst Equipment Finance, Inc.

As Lessor

and

City of Deadwood, South Dakota

As Lessee

Dated as of July 1, 2020

THIS LEASE WITH OPTION TO PURCHASE AGREEMENT dated as of 7/1/2020 (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: 7/1/2020

LESSEE:
City of Deadwood, South Dakota

By: _____ 

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

Date: 7/1/2020

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: 7/1/2020
Lease #: 40002588

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 | J3R08011 | 2019 Caterpillar 938M Wheel Loader |

Description of Financed Amount:

| | |
|--|--------------|
| Cost of above Equipment | \$200,513.02 |
| Cost of related charges: | |
| Transportation | |
| Physical Modifications (specify) | |
| Warranty | |
| Add: Sales or other tax, if applicable | |
| | |
| Less: Trade - In, if applicable | \$57,000.00 |
| Down Payment | |
| | |
| | |
| Net Financed Amount: | \$143,513.02 |

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

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

Date of Lease: 7/1/2020
Lease #: 40002588
Annual Percentage Rate: 3.50%

RENTAL PAYMENTS

| Rental Payment Date | Rental Payment | Interest | Principal | Purchase Option Price* |
|--------------------------------|---------------------------|-----------------|------------------|-----------------------------------|
| 7/1/2021 | 18,441.05 | 5,022.96 | 13,418.09 | 134,836.00 |
| 7/1/2022 | 18,441.05 | 4,553.32 | 13,887.73 | 119,564.00 |
| 7/1/2023 | 18,441.05 | 4,067.25 | 14,373.80 | 103,932.00 |
| 7/1/2024 | 18,441.05 | 3,564.17 | 14,876.88 | 87,934.00 |
| 7/1/2025 | 90,000.00 | 3,043.48 | 86,956.52 | 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 July 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 7/1/2021 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: July 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. 40002588

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. 40002588 dated as of 7/1/2020 (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