

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA
Regular Meeting
5:00 p.m. Tuesday January 16, 2018

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 11:00 a.m. on the Friday preceding the next scheduled meeting to be placed on the agenda.

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVE MINUTES OF January 2, 2018**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

6. **CONSENT AGENDA**

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

- A. Pass Resolution 2018-02 Establishing Cash Designations for 2017
- B. Allow Mayor to sign Intergovernmental Contract with South Dakota Public Assurance Alliance
- C. Permission for Mayor to sign contract with ACES for professional services in conjunction with Deadwood Pavilion demolition and parking lot. (approved January 2, 2018)
- D. Permission for Mayor to sign agreement with Dakota Research Services for research with mine timbers in an amount not to exceed \$960.00
- E. Allow Mayor to sign contract with Neighborworks for Revolving Loan administration in an amount not to exceed \$60,000.00. (Kevin)
- F. Allow Mayor to sign amendment to Agreement with Blake Haverberg regarding Amortization Schedule (Quentin)
- G. Allow Mayor to sign amendment to Master Lease Agreement with TCF Equipment Finance for trolley
- H. Permission to purchase a snow blower in the amount of \$2,689.99 and a mower deck in the amount of \$8,495.00 from Chain Saw Center (budgeted items for 2018 in the Parks Budget)
- I. Permission to pay the 2018 budgeted allocation to Victims of Violence; \$2,000.00 from Bed and Booze Fund.
- J. Permission to extend 200 hours of vacation for Police Dept. employee Alex Hamann to March 12, 2018.
- K. Permission to purchase an HVAC System, including installation, from Rasmussen Mechanical Services in the amount of \$5,861.00. (For Police Dept. Project, to be paid from CIP Public Buildings.)

- L. Permission to hire Jason Huber as a part-time patrol officer at \$20.73 per hr. effective January 17, 2018 pending pre-employment drug screening.
- M. Permission for Eddie's Truck Center to repair 1990 Freightliner, cost not to exceed \$4,000.00.
- N. Permission for the Fire Department to apply for a FEMA Grant for a joint training tower with Lawrence County.
- O. Permission for the Police Department to apply for a Homeland Security Grant.
- P. Permission for Mayor to sign agreement with Mehlberg Construction for the construction of additional office space in the Police Department.
- Q. Permission for Mayor to sign Quit Claim Deed for 36 Lincoln Avenue.

7. BID ITEMS

8. PUBLIC HEARINGS

- A. Hold public hearing for St. Patrick's Day Events: open container in zones 1 and 2 on March 16 and 17, street closure and waiver of banner fees for Deadwood Chamber on March 17, 2018.
- B. Hold public hearing for Skijoring Events: waiver of user fees at Event Complex on January 31st through February 3, 2018.

9. OLD BUSINESS

10. NEW BUSINESS

- A. Main Street Master Plan – Permission to request RFP

11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

- A. Petitions for City Commission seats can be circulated beginning January 26, 2018, and must be returned to Finance Officer by 5:00 p.m. on February 23, 2018.

12. EXECUTIVE SESSION

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

13. ADJOURNMENT

REGULAR MEETING, JANUARY 2, 2018

The Regular Session of the Deadwood City Commission convened on January 2, 2018 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor Turbiville called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners David Ruth Jr., Mark Speirs, Charlie Struble, and Commissioner Gary Todd via conference call. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Struble moved, Todd seconded to approve the minutes of December 18, 2017. Roll Call: Aye-All. Motion carried.

DECEMBER, 2017 PAYROLL: COMMISSION, \$2,730.76; FINANCE, \$19,077.71; PUBLIC BUILDINGS, \$5,439.93; POLICE, \$57,470.65; FIRE, \$5,048.00; BUILDING INSPECTION, \$3,884.57; STREETS, \$30,190.83; PARKS, \$16,596.60; PLANNING & ZONING, \$4,912.40; LIBRARY, \$6,519.48; RECREATION CENTER, \$13,005.63; HISTORIC PRESERVATION, \$16,012.08; WATER, \$17,175.79; PARKING METER, \$8,505.02; TROLLEY, \$15,421.24; PARKING RAMP, \$3,641.98. **PAYROLL TOTAL: \$225,632.67.**

DECEMBER, 2017 PAYROLL PAYMENTS:

Internal Revenue Service, \$56,970.97; S.D. Retirement System, \$25,535.16; Delta Dental, \$4,112.40

APPROVAL OF DISBURSEMENTS

Ruth moved, Speirs seconded to approve the January 2, 2017 disbursements. Roll Call: Aye-All. Motion carried.

2ND WIND EXERCISE	RUNNER	6,237.84
A & B BUSINESS	CONTRACT	288.49
A & J SUPPLY	SUPPLIES	173.35
ACE HARDWARE	SUPPLIES	21.96
ACE INDUSTRIAL	SUPPLIES	500.08
ALPINE IMPRESSIONS	SERVICE	50.00
ALSCO	SUPPLIES	170.55
AMERICAN ENGINEERING	PROJECT	332.00
BICKLE TRUCK	SERVICE	64.40
BH CHEMICAL	SUPPLIES	406.70
BH SECURITY	UPGRADE	2,292.45
BH SPECIAL SERVICES	CLEANING	980.00
BRICHER, FRANK	FOUNDTAION	392.70
CANYON VIEW AMISH	BENCHES	4,884.00
CENTURY BUSINESS	CONTRACT	405.81
CITY OF LEAD	GRANT	12,400.00
COMPETITIVE MASONRY	PROJECT	5,159.16
CONVERGINT TECHNOLOGIES	REPAIR	547.02
CPS DISTRIBUTORS	TIMER	131.37
DAKOTA SEALANTS	PROJECT	5,350.00
FIRST NATIONAL CREDIT	SUPPLIES	455.45
GALLS	UNIFORMS	666.58
GLOVER, SANDY	LIGHTS	220.38
GOLDEN WEST	COMPUTERS	8,337.14
HAWKINS	SUPPLIES	1,029.30
HILLS MATERIALS	ROADSTONE	145.62
INTERSTATE ENGINEERING	PROJECT	6,302.66
JACOBS WELDING	SERVICE	73.31
KONE	MAINTANENCE	591.78
LAWRENCE CO. REGISTER	FEE	30.00
LYNN'S	SUPPLIES	39.92
MACROVISION	SERVICE	3,850.00
MAYNARD, MARLIN	LIGHTS	409.95
MDU	SERVICE	9,943.81
MS MAIL	SERVICE	2,898.68
MUTUAL OF OMAHA	INSURANCE	240.70
NETWORK SERVICES	SUPPLIES	253.05
NORTHWEST PIPE FITTINGS	SUPPLIES	70.58
OWENS INTERSTATE	SUPPLIES	87.24
PAPOUSEK, SONYA	REIMBURSEMENT	93.01
PASSPORT PARKING	METERS	53.50
PASTPERFECT SOFTWARE	SERVICE	432.00
PLAY IT AGAIN SPORTS	EQUEPMENT	3,749.98
QUILL	SUPPLIES	273.93
RAKOW, JASON	MEETINGS	150.00
RCS CONSTRUCTION	PROJECT	29,171.60
RUNGE, MIKE	REIMBURSMENT	150.90
RUSHMORE CHINESE SCHOOL	TRANSCRIPT	120.00
S AND C CLEANERS	CLEANING	4,473.00
SCOTT PETERSON MOTORS	PEDAL	432.12
SD DEPT. OF TOURISM	REGISTRATION	1,645.00
SD MUNICIPAL LEAGUE	MEMBERSHIP	1,838.83
SD PUBLIC ASSURANCE	COVERAGE	672.33
SD PUBLIC HEALTH LAB	TESTING	30.00
SD WATER & WASTEWATER	MEMBERSHIP	40.00
SERVALL	SUPPLIES	1,273.42
STURGIS AUTO PARTS	SUPPLIES	60.09
TCF EQUIPMENT FINANCE	FEE	300.00
TEAM LABORATORY CHEMICAL	SUPPLIES	1,282.00

REGULAR MEETING, JANUARY 2, 2018

TEMPERATURE TECHNOLOGY	REPAIR	198.81
THE LORD'S CUPBOARD	RECYCLING	56.61
THOMSON REUTERS	SUBSCRIPTION	64.58
TOMS, DON	PROJECT	780.00
TWILIGHT	SUPPLIES	302.37
TWIN CITY HARDWARE	SUPPLIES	16,429.66
TWIN CITY HARDWARE	GRANT	3,635.03
VAST	SERVICE	3,260.98
VERENDRYE MUSEUM	MEMBERSHIP	75.00
VERIZON	SERVICE	40.01
VIEHAUSER ENTERPRISES	KEY	24.00
WELLMARK	INSURANCE	45,591.60
WESTERN STATES FIRE	SUPPLIES	145.50
WHITE'S QUEEN CITY MOTORS	SERVICE	2,068.25
WL CONSTRUCTION	SUPPLIES	419.99
TOTAL		\$195,768.13

ITEMS FROM CITIZENS ON AGENDA

Petition

JR Hamblet and Pat Wyss, representing Frawley Ranches Inc., presented Commission with a volunteer petition for annexation. Hamblet stated the annexation would help the City with affordable housing and construction of youth sports field. Commissioner Speirs asked for clarification of school district boundary. Mayor Turbiville stated the next step would be to negotiate a developer annexation agreement, county and state review of petition, followed by a resolution to annex. Speirs moved, Ruth seconded to accept petition of annexation from Frawley Ranches, Inc. Roll Call: Aye-All. Motion carried.

Request

Sarah Anderson, Deadwood Chamber, requested use of Pavilion for float building January 1 through February 12, 2018. Anderson spoke about the Mardi Gras Parade and floats. Speirs moved, Struble seconded to allow use of Pavilion January 1 through February 12. Roll Call: Aye-All. Motion carried.

Proclamation

The Mayor read a proclamation declaring January 5, 2018 as Nadine Frances (Parker) Mindigo Day in Deadwood.

CONSENT

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

- A. Resolution 2018-01 to Establish Wages for 2018

RESOLUTION NO: 2018-01

CITY OF DEADWOOD EMPLOYEE WAGES FOR THE YEAR 2018

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood hereby approves the following wages for City of Deadwood employees for the year 2018 and shall be paid bi-weekly: Conor Aldridge, \$10.28 per hour; Kenneth Allen, \$21.16 per hour; Bonny Anfinson, \$20.31 per hour; Phillip Arellano, \$13.40 & \$15.40 per hour; Ethan Barkdull, \$10.01 per hour; Ken Batka, \$20.73 per hour; Chelsie Bauer, \$10.56 per hour; William Binder, \$19.30 per hour; Anthony Bradley, \$25.51 per hour; Daniel Bridenstine, \$21.55 per hour; Richard Brooks, \$13.40 per hour; Sabrina Brossart, \$11.09 per hour; William Burleson, \$25.26 per hour; Karla Cameron, \$11.61 per hour; Grace Campbell, \$10.28 per hour; Hannah Campbell, \$9.20 per hour; Kasey Campbell, \$20.78 per hour; Deam Carollo, \$13.70 per hour; Marie Carr, \$11.03 per hour; Jeanette Chaney-Moodie, \$51,886.03 per year; Randi Coddington, \$13.40 per hour; Karla Dower, \$11.03 per hour; Donald Doyen, \$12.06 per hour; Kenneth Elliott, \$11.61 per hour; Jeanne Emmert, \$10.41 per hour; Rodney Fischer, \$13.40 per hour; Lyle Fritzemeier, \$10.86 per hour; Kelly Fuller, \$79,562.39 per year; Sandra Glover, \$9.48 per hour; Andrew Goodwin, \$10.86 per hour; Pam Goodwin, \$11.61 per hour; Ron Green, \$83,280.65 per year; Alex Hamann, \$24.44 per hour; Carol Hauck, \$18.16 per hour; Curtis Haugen, \$10.28 per hour; Kenneth Hawki, \$28.00 per hour; Mark Heltzel, \$20.73 per hour; Steven Hogan, \$13.40 per hour; Michael Holbert, \$13.40 per hour; Erik Jandt, \$23.03 per hour; Michael Kitzmiller, \$13.40 per hour; Tom Kruzel, \$55,620.00 per year; Donald Kryger, \$25.13 per hour; Kevin Kuchenbecker, \$75,075.95 per year; Andrew Larive \$23.38 per hour; Frank Lawton, \$13.40 per hour; Bruce Laymon, \$12.06 per hour; James Lee,

REGULAR MEETING, JANUARY 2, 2018

\$21.75 per hour; Robert Lester, \$25.01 per hour; Philip Lovell, \$12.06 per hour; Justin Lux, \$23.38 per hour; Alexandra Madsen, \$10.83 per hour; Dale Marlow, \$12.73 per hour; Jerrad Mattson, \$9.48 per hour; Kip Mau, \$24.08 per hour; Rhonda McGrath, \$19.23 per hour; Braxton McKeon, \$23.03 per hour; Adriane Melcher, \$9.20 per hour; Kenneth Mertens, \$26.28 per hour; Trent Mohr, \$24.71 per hour; Bradley Morgan, \$9.20 per hour; Ronda Morrison, \$25.38 per hour; Casey Nelson, \$18.95 and \$14.64 per hour; Dustin Nelson, \$17.15 per hour; Greg Nelson, \$20.73 per hour; Mary Jo Nelson, \$82,736.96 per year; Robert Nelson, Jr., \$65,622.57 per year; Debra Oban, \$13.40 per hour; Michael Olsen, \$11.09 per hour; James Olson, \$24.08 per hour; David Osborn, \$13.40 per hour; Janet Osborn, \$11.03 per hour; Sonya Papousek, \$20.73 per hour; Janice Peppmeier, \$19.61 per hour; Randy Pfarr, \$25.02 per hour; James Phillips, \$11.09 per hour; Charles Quenzer, \$23.41 per hour; Jerold Rachetto, \$19.94 per hour; Robert Radensleben, \$21.65 per hour; Kenneth Rehberg, \$17.15 per hour; Jeanne Reif, \$9.70 per hour; Scott Reif, \$19.48 per hour; Thomas Riley, \$13.40 per hour; Michael Runge, \$21.87 per hour; David Ruth, \$6,500.00 per year; Jeramy Russell, \$18.27 per hour; Lance Sandidge, \$20.01 and \$13.40 per hour; David Semingson, \$13.40 per hour; Cory Shafer, \$23.03 per hour; Lili Sjomeling, \$11.03 per hour; Mark Speirs, \$6,500.00 per year; Jhamel Smith, \$17.30 per hour and \$12.55 per hour; Sally Sprigler, \$13.70 per hour; Susan Stalder, \$10.41 per hour; James Sternhagen, \$13.40 per hour and \$15.40 per hour; Alea Struble, \$6,500.00 per year; Matthew Symonds, \$20.73 per hour; Evangeline Tarway, \$9.20 per hour; Katie Tieman, \$9.20 per hour; Gary Todd, \$6,500.00 per year; Teresa Tomford, \$17.30 per hour; Hailey Trewhella, \$10.28 per hour; Misty Trewhella, \$21.80 per hour; John Tridle, \$24.90 per hour; Trevor Tridle, \$18.11 per hour; Charles Turbiville, \$9,500.00 per year; Wylie Walno, \$12.55 per hour; Meghan Wittmis, \$17.30 per hour; Thomas Wolf, \$10.41 per hour; Martin Yost, \$20.73 per hour.

Dated this 2nd day of January, 2018

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

- B. Set Election Day on Tuesday, April 10, 2018
- C. Make annual payment of \$3,600.00 to First Baptist Church for annual lease of spaces from Parking and Transportation (budgeted)
- D. Purchase Durango utility truck from Wegner Auto in the amount of \$30,713.00 using state bid list contract #17149, a 2018 Police Department budgeted expenditure.
- E. Acknowledge signature on lease agreement with TCF Equipment Finance for lease on trolley. Bid awarded September 20, 2017. Also, allow Finance Office to make monthly payment by ACH and note payment on bill list.
- F. Make 2018 budgeted allocation to Northern Hills Recreation Association \$15,000.00 from Bed and Booze Fund.
- G. Permission for Mayor to sign agreement with TSP to design bathroom addition to Rec Center at Gordon Park
- H. Accept resignation of part-time Police Officer Sam Otto effective December 21, 2017 and Trolley Driver Charles Wuitschick effective December 1, 2017. Remove seasonal Public Buildings Assistant Lyndsey Smith from payroll effective December 15, 2017.
- I. Authorize purchase of 5500 gallons of gasoline from Southside at cost of \$2.02 per gallon.
- J. Purchase 2017 Dodge Caravan from White's Queen City Motors in the amount of \$24,977.00 for paratransit, to be paid from Parking and Transportation Fund
- K. Allow use of public property on Sunday April 22, 2018 for Relay for Life 5K. Race leaves Deadwood Mountain Grand down Water Street to Mickelson Trail and turn around at Pluma Visitor Center
- L. Permission to purchase a 2018 Chevy Colorado extended cab 4x4 pickup from White's Queen City Motors at a cost of \$24,967.00, a 2018 budgeted item from Building Inspection department
- M. Permission for Mayor to sign Memorandum of Understanding between City of Deadwood and Governor's Office of Economic Development for use of office space.

BID ITEMS

Set

Todd moved, Struble seconded to set bid opening for Whitewood Creek Planting at 2:00 p.m. on February 15, 2018 with results to Commission on February 20, 2018. Roll Call: Aye-All.
Motion carried.

REGULAR MEETING, JANUARY 2, 2018

PUBLIC HEARINGS

Set

Speirs moved, Ruth seconded to set public hearing on January 16 for St. Patrick's Day Events. Roll Call: Aye-All. Motion carried.

Struble moved, Ruth seconded to set public hearing on January 16 for Skijoring Events. Roll Call: Aye-All. Motion carried.

OLD BUSINESS

Surcharge

Ruth moved, Struble seconded to waive possible Event Center ticket surcharge that may come forward in the future, as requested by Days of '76 Committee on December 18, 2017. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Offer

Commission discussed offer from Robert J. Nelson, Branch House Properties, to sell former Bullock parking lot to City of Deadwood at cost of \$1,050,000.00. After discussion, Ruth moved, Struble seconded to deny offer from Branch House Properties. Roll Call: Aye-All. Motion carried.

Advertise

Speirs moved, Ruth seconded to advertise for additional full-time Parks Technician position at starting rate of \$17.15 per hour. Roll Call: Aye-All. Motion carried.

Contract

Speirs moved, Ruth seconded to contract with L & L Insulation to begin asbestos removal on February 13 at Deadwood Pavilion at cost of \$27,970.00 and allow Mayor to sign contract. Roll Call: Aye-All. Motion carried.

Proposal

Speirs moved, Ruth seconded to approve ACES civil engineering design services proposal for Pavilion structure demolition and parking lot construction. Proposal cost was \$19,600.00 for demolition, site design, bidding and construction administration services, which will be paid from Public Buildings. Roll Call: Aye-All. Motion carried.

Contract

Discussion was held concerning contract with Vigilant Business Solutions to perform background screenings. Finance Officer explained that screenings would be for full-time employees, positions dealing with children, and at the discretion of department head. Police Chief Fuller spoke in favor of background screenings. After discussion concerning level of background checks, limiting access to confidential information, Ruth moved, Speirs seconded to allow Mayor to sign contract with Vigilant Business Solutions to perform background-screening services provided policies and procedures are established to be consistent. Roll Call: Aye-All. Motion carried.

Contract

Speirs moved, Ruth seconded to contract with Mehlberg Construction to frame and demolish existing room for new Police Department office. Amount not to exceed \$9,600.00, budgeted in CIP Public Buildings. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- Next City Commission meeting will be held on Tuesday, January 16, due to observance of Martin Luther King Day

Commissioners Ruth and Speirs thanked the Public Works and Water Departments for their efforts this past weekend.

REGULAR MEETING, JANUARY 2, 2018

ADJOURNMENT

Speirs moved, Struble seconded to adjourn the regular session at 5:38 p.m. The next regular meeting will be on Tuesday January 16, 2018.

ATTEST:

DATE: _____

Mary Jo Nelson, Finance Officer

BY: _____
Charles M Turbiville, Mayor

Published once at the total approximate cost of _____

PACKET: 04239 COMBINED - 1/17/18

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-010918	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	62.01
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 62.01
01-0418	BLACK HILLS PIONEER					
		I-586 - 2017	101-4111-423	PUBLISHING MINUTES - 11/20/17	000000	228.23
		I-601-2017	101-4111-423	PUBLISHING NOH - MARDI GRAS EVENT	000000	20.33
		I-646-2017	101-4111-423	PUBLISHING MINUTES - 12/4/17	000000	235.62
		I-661	101-4111-423	PUBLISHING ORDINANCE#1268 -SUPPLMT BUDGET	000000	18.94
		I-662	101-4111-423	PUBLISHING ORDINANCE #1269-DOG/CAT LICNS	000000	14.32
		I-663	101-4111-423	PUBLISHING ORDINANCE #1270-BLD CONST FEES	000000	13.86
		I-664	101-4111-423	PUBLISHING ORDINANCE #1271-CONFORMANCE	000000	13.40
01-0966	PETTY CASH-FINANCE OFFI					
		I-011018	101-4111-422	PROFESSIONAL FILING FEES - PETTY CASH	000000	60.00
01-2652	LEAD-DEADWOOD MEDICAL C					
		I-122817	101-4111-422	PROFESSIONAL FLU SHOTS-EMPLOYEES/COMMISSION	000000	660.00
				DEPARTMENT 111	COMMISSION	TOTAL: 1,264.70
01-2394	GUNDERSON, PALMER, NELS					
		I-81649	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	3,555.00
				DEPARTMENT 141	ATTORNEY	TOTAL: 3,555.00
01-0418	BLACK HILLS PIONEER					
		I-010518	101-4142-422	PROFESSIONAL 1 YR SUBSCRIPTION - FINANCE	000000	103.77
01-0966	PETTY CASH-FINANCE OFFI					
		I-011018	101-4142-426	SUPPLIES FINANCE SUPPLIES - PETTY CASH	000000	31.42
01-1725	QUILL CORPORATION					
		I-3564007	101-4142-426	SUPPLIES CALENDAR,INK ROLLERS - FINANCE	000000	29.76
01-2396	AMERICAN LEGAL PUBLISHI					
		I-0119717	101-4142-422	PROFESSIONAL CODE OF ORDINANCES-DEADWOOD	000000	97.50
				DEPARTMENT 142	FINANCE	TOTAL: 262.45
01-0223	COCA COLA BOTTLING HIGH					
		I-2431250	101-4192-426	SUPPLIES COFFEE-SUPPLIES/PUB BLDGS	000000	134.00
01-0429	BLACK HILLS ENERGY					

PACKET: 04239 COMBINED - 1/17/18

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 12-28-17 PB	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	40.15
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	28.09
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES WELCOME SIGN JCT HWY 385 & CLI	000000	14.43
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES 1 MILLER STREET	000000	17.33
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	7.98
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES WELCOME SIGN DEADWOOD HILL	000000	26.15
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES SAMPSON STREET PUMP	000000	23.87
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES PRESSURE REG STATION	000000	171.55
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES GAYVILLE PUMP	000000	12.00
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES 1 MCKINLEY ST TRAFFIC LIGHTS	000000	65.40
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	148.40
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES 565 MAIN STREET LIGHTS	000000	10.87
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES 135 SHERMAN STREET LIGHTS	000000	31.63
		I-POWER 12-28-17 PB	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	6,587.73
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES 398 WILLIAMS STREET LIGHTS	000000	19.44
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	10.66
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES 610 BROADWAY STREET	000000	164.79
		I-POWER 12-28-17 PB	101-4192-428-07	UTILITIES - F FIRE HALL	000000	669.54
		I-POWER 12-28-17 PB	101-4192-428-07	UTILITIES - F 737 MAIN STREET FIRE HALL	000000	11.21
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	52.99
		I-POWER 12-28-17 PB	101-4192-428-19	UTILITIES - G 418 CLIFF STREET GATEWAY	000000	126.03
		I-POWER 12-28-17 PB	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	65.41
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	222.82
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES STREET	000000	18.39
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES PUMP 119 DENVER AVENUE	000000	940.81
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES TRAFFIC LIGHTS 4 LANE	000000	153.94
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES 509 WILLIAMS STREET LIGHTS	000000	15.25
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES TIMMS LANE POLE BUILDING	000000	56.88
		I-POWER 12-28-17 PB	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	572.05
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES 105 1/2 SHERMAN ST TRAFFIC LTS	000000	87.48
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES 102 WATER TANK LANE	000000	12.00
		I-POWER 12-28-17 PB	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	301.54
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES 7 1/2 PECK STREET LIGHTS	000000	35.19
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES WILD BILL STATUE LIGHT	000000	12.00
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES 135 WILLIAMS STREET LIGHTS	000000	6.95
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES 34 LINCOLN AVENUE LIGHTS	000000	51.25
		I-POWER 12-28-17 PB	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	12.00
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES 368 WILLIAMS STREET LIGHTS	000000	26.52
		I-POWER 12-28-17 PB	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN ST	000000	743.73
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES 65 SHERMAN STREET	000000	2,663.53
		I-POWER 12-28-17 PB	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	86.56
		I-POWER 12-28-17 PB	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	13.59
		I-POWER 12-28-17 PB	101-4192-428-03	UTILITIES - B CONSESSION STAND 16 CRESCENT	000000	153.24
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES PRV 180 CLIFF STREET	000000	75.75
		I-POWER 12-28-17 PB	101-4192-428-17	UTILITIES - D DAYS OF '76 MUSEUM 40 CRESCENT	000000	3,696.08
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES 20 WABASH STREET LIGHTS	000000	12.60
		I-POWER 12-28-17 PB	101-4192-428-04	UTILITIES - C 108 SHERMAN STREET CITY HALL	000000	2,569.90
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES 22 DUDLEY STREET LIGHTS	000000	28.19

PACKET: 04239 COMBINED - 1/17/18

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 12-28-17 PB	101-4192-428	UTILITIES 9 CEMETERY STREET LIGHTS	000000	9.27
		I-POWER 12-28-17 PB	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	666.06
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES METHODIST MEMORIAL PARK	000000	70.51
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES CUTTING MINE DEADWOOD GULCH	000000	17.80
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	538.98
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DRIVE	000000	12.00
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES TICKET BOOTH/BATHROOM	000000	14.32
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES 301 CLIFF STREET	000000	1,279.40
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES PRV STATION 4 DAKOTA STREET	000000	174.73
		I-POWER 12-28-17 PB	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	282.83
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES 178 SHERMAN STREET LIGHTS	000000	79.96
		I-POWER 12-28-17 PB	101-4192-428-21	UTILITIES - W 501 MAIN STREET WELCOME CENTER	000000	1,210.79
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES 46 FREMONT STREET LIGHTS	000000	35.70
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES 22 WASHINGTON STREET LIGHTS	000000	60.22
		I-POWER 12-28-17 PB	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	910.69
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES 4 MT MORIAH ROAD LIGHTS	000000	37.42
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES MT MORIAH VISITORS CENTER	000000	349.75
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES 5 SIEVER STREET	000000	672.63
		I-POWER 12-28-17 PB	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT STREET	000000	284.64
		I-POWER 12-28-17 PB	101-4192-428-06	UTILITIES - D 15 CRESCENT STREET RODEO	000000	985.25
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES 7 1/2 SAMPSON STREET LIGHTS	000000	23.67
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES 62 FOREST AVENUE LIGHTS	000000	33.16
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES REDWOOD TANK	000000	172.29
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES PUMP 50 PLEASANT STREET	000000	43.11
		I-POWER 12-28-17 PB	101-4192-428-12	UTILITIES - P DEADWOOD PAVILION	000000	204.21
		I-POWER 12-28-17 PB	101-4192-428-12	UTILITIES - P 767 MAIN STREET	000000	11.21
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BLDG	000000	182.44
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES WATER HEAT TAPE	000000	31.98
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES PRESSURE REDUCTION STATION	000000	162.16
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES 2 MOUNT MARIAH DRIVE	000000	50.73
		I-POWER 12-28-17 PB	101-4192-428-14	UTILITIES - S CITY SHOP 52 DUNLOP AVENUE	000000	727.65
		I-POWER 12-28-17 PB	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	12.25
01-0547	M&M SANITATION					
		I-35116	101-4192-422-05	PROFESSIONAL TOILET RENTAL/COLD STORAGE	000000	110.00
01-0619	TWILIGHT FIRST AID & SA					
		I-22016	101-4192-426	SUPPLIES VARIOUS GLOVES/PUB BUILDINGS	000000	56.57
01-1148	KNECHT HOME CENTER, INC					
		I-1493777	101-4192-433-04	IMPROVEMENTS- JOIST HANGER-HF SEL STR/CIP PB	000000	385.84
01-1380	WASTE CONNECTIONS, INC.					
		I-12289252	101-4192-426-11	SUPPLIES - PA DEC 2017 PARKS DUMSPTERS/PB	000000	432.04
		I-12290483	101-4192-426-20	SUPPLIES - RE DEC 2017 RECYCLING DUMPSTER/PB	000000	497.50
01-3896	EAGLE ENTERPRISES, LLC					
		I-22170	101-4192-433-13	CIP - REC CEN (20) 19W LED PT 5000K.REC CENT	000000	960.00

PACKET: 04239 COMBINED - 1/17/18
 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
01-3964	CONVERGINT TECHNOLOGIES					
		I-W521367	101-4192-425-17	REPAIRS-DAYS CARD READER REPAIR/76 MUSEUM	000000	1,009.27
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	33,806.92
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-327433	101-4193-422	PROFESSIONAL EMAIL SECURITY,OFFSITE BACKUP	000000	720.00
				DEPARTMENT 193 COMPUTER SERVICE	TOTAL:	720.00
01-0418	BLACK HILLS PIONEER					
		I-10149	101-4210-423	PUBLISHING 1/8 PAGE HOLIDAY AD - POLICE	000000	68.60
01-0467	CULLIGAN OF THE BLACK H					
		I-0004239	101-4210-424	RENTALS 10-5 GAL.WATER,CUPS - POLICE	000000	75.00
		I-0004403	101-4210-424	RENTALS COOLER RENT - JAN./POLICE	000000	15.00
01-0508	GALLS, LLC					
		I-008996396	101-4210-426	SUPPLIES BACKPACK - POLICE	000000	57.20
01-1424	SOUTHSIDE SERVICE					
		I-47472	101-4210-425	REPAIRS 4 FIRESTONE TIRES - POLICE	000000	640.00
		I-47566	101-4210-425	REPAIRS OIL,FILTER,SVC.ENGINE - POLICE	000000	94.65
		I-47569	101-4210-425	REPAIRS OIL,FILTER,FLUID,SVC.ENGINE-PD	000000	100.15
01-1544	MID-STATES ORGANIZED CR					
		I-83004-2280	101-4210-422	PROFESSIONAL 2018 MEMBERSHIP FEES - POLICE	000000	150.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-729253	101-4210-426	SUPPLIES SNOW TOOLS - POLICE	000000	9.46
		I-32-730370	101-4210-425	REPAIRS WASHER FLUID - POLICE	000000	23.94
01-1867	LESTER, ROB					
		I-123117	101-4210-426	SUPPLIES REIMBS./EVENT SUPPLIES-POLICE	000000	46.40
01-3346	REGIONAL HEALTH					
		I-700000832-A	101-4210-422	PROFESSIONAL TESTING	000000	18.00
				DEPARTMENT 210 POLICE	TOTAL:	1,298.40
01-0547	M&M SANITATION					
		I-35117	101-4221-422	PROFESSIONAL MONTHLY TOILET RENTAL/FIREWISE	000000	110.00
01-1502	BLACK HILLS CHEMICAL					
		I-128024	101-4221-425	REPAIRS FLOOR FINISH/STRIPPER-FIRE DPT	000000	168.94

PACKET: 04239 COMBINED - 1/17/18

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
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-729862	101-4221-425	REPAIRS 12- 10 AWG HEAT SHR - FIRE DPT	000000	23.94
01-2473	SD DEPT. OF CORRECTIONS					
		I-C18D8283	101-4221-422	PROFESSIONAL FIRE SUPPRESSION/FIREWISE	000000	3,693.83
01-3056	NORTHERN HILLS TECHNOLO					
		I-9661406	101-4221-422	PROFESSIONAL ONLINE BACKUP/DEC. - FIRE DEPT	000000	15.00
01-3825	ALLEGIANTE EMERGENCY SER					
		I-18894	101-4221-434	MACHINERY/EQU SCBA GEAR - FIRE DEPT	000000	50,005.40
				DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR	TOTAL:	54,017.11
01-0674	WHITE'S QUEEN CITY MOTO					
		I-1GCHTB6A6J1171581	101-4232-434	MACHINERY/EQU 2018 CHEVY COLORADO PU/BL INS	000000	24,967.00
				DEPARTMENT 232 BUILDING INSPECTION	TOTAL:	24,967.00
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-171210077	101-4310-422	PROFESSIONAL (2) PAGERS-AIRTIME-VM/STREETS	000000	16.59
01-0575	SOUTHSIDE OIL					
		I-092268	101-4310-426	SUPPLIES 5400 GAL GASOLINE/STREETS	000000	10,908.00
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-51029	101-4310-426	SUPPLIES TRUCK TIRES DUMPTRUCK/STREETS	000000	651.50
		I-1-51109	101-4310-425	REPAIRS TRUSK TIRE REPAIR/STREETS	000000	48.50
01-1348	EDDIE'S TRUCK CENTER, I					
		I-X201042656:01	101-4310-425	REPAIRS NOX SENSOR REPAIR SANDER/STR	000000	633.26
		I-X201042979:01	101-4310-425	REPAIRS FUEL LEVER-SENDING UNIT/STRTS	000000	223.85
01-1406	STRETCH'S GLASS & CUSTO					
		I-1027253	101-4310-426	SUPPLIES ADDL CAMERA-STALL 3 CAMERAS/ST	000000	594.99
01-1500	A & B WELDING					
		I-00965323	101-4310-426	SUPPLIES COMPRESSED OXYGEN/STREETS	000000	43.75
01-1515	RAPID DELIVERY					
		I-DEC 2017 DELIVERY	101-4310-426	SUPPLIES EDDIES 362391	000000	12.94
		I-DEC 2017 DELIVERY	101-4310-426	SUPPLIES BIERBACK 362812	000000	12.94
		I-DEC 2017 DELIVERY	101-4310-426	SUPPLIES BUTLER 361697	000000	12.94
		I-DEC 2017 DELIVERY	101-4310-426	SUPPLIES BUTLER 361700	000000	14.09
		I-DEC 2017 DELIVERY	101-4310-426	SUPPLIES BUTLER 361696	000000	15.24
		I-DEC 2017 DELIVERY	101-4310-426	SUPPLIES BUTLER 361693	000000	13.80

PACKET: 04239 COMBINED - 1/17/18

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
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-729106	101-4310-425	REPAIRS	HOSE FITTING-WIRE HYD/STREETS	000000 13.36
		I-32-729130	101-4310-425	REPAIRS	HOOD HOLD DOWN LATCH/STRTS	000000 6.89
		I-32-729455	101-4310-425	REPAIRS	GAS FILTER-FUEL FILTER/STREETS	000000 19.76
		I-32-729465	101-4310-426	SUPPLIES	OIL FILTER PLIERS/STREETS	000000 36.45
		I-32-729635	101-4310-425	REPAIRS	HINGE PIN & BUSHING/STREETS	000000 39.99
		I-32-729638	101-4310-425	REPAIRS	DIAMOND BACK ALLOY/STREETS	000000 138.35
		I-32-729644	101-4310-425	REPAIRS	MECHANICAL FUEL PUMP/STRTS	000000 86.61
		I-32-729696	101-4310-425	REPAIRS	HVY DTY MUFFLER-HARDWARE/STR	000000 155.36
		I-32-729764	101-4310-425	REPAIRS	(18) PIN COUPLER SHACKLES/STRT	000000 415.24
		I-32-729907	101-4310-426	SUPPLIES	FASTFIT GLOVES ALL SZS/STREETS	000000 103.92
		I-32-729940	101-4310-425	REPAIRS	TRANS CASE-FITTING-CONNECT/STR	000000 11.89
		I-32-729991	101-4310-426	SUPPLIES	TRANS CASE-FITTING-HOSE/STRTS	000000 14.47
		I-32-730213	101-4310-425	REPAIRS	HINGE PIN & BUSHING/STREETS	000000 39.99
		I-32-730231	101-4310-426	SUPPLIES	SOLID MILD STEEL/STREETS	000000 33.79
		I-32-730271	101-4310-425	REPAIRS	MILD STEEL MIG WIR/STREETS	000000 98.31
		I-32-730306	101-4310-425	REPAIRS	(10) FUSES AUTO/STREETS	000000 4.90
01-1785	KIMBALL MIDWEST					
		I-6067835	101-4310-426	SUPPLIES	2 IN MINI FLAP DISCS/STREETS	000000 363.00
01-2762	PARTSMaster					
		I-23225867	101-4310-426	SUPPLIES	PLATYPUS ALL ACC LOCK WELD/STR	000000 57.50
		I-23231830	101-4310-426	SUPPLIES	PM METAL CUT CT BLADE/STREETS	000000 157.90
				DEPARTMENT 310	STREETS	TOTAL: 15,000.07
01-1380	WASTE CONNECTIONS, INC.					
		I-12289361	101-4320-422	PROFESSIONAL	DEC 2017 RESIDENTIAL GARBAGE	000000 6,664.05
				DEPARTMENT 320	SANITATION	TOTAL: 6,664.05
01-0467	CULLIGAN OF THE BLACK H					
		I-0004402	101-4520-426	SUPPLIES	JAN 2018 COOLER RENTAL/PARKS	000000 15.00
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-171210089	101-4520-422	PROFESSIONAL	2 PAGERS AIRTIME-VOICEMAIL/PKS	000000 34.22
01-0619	TWILIGHT FIRST AID & SA					
		I-22011	101-4520-426	SUPPLIES	ALLERGY-COUGH DROPS-TABS/PRKS	000000 73.18
01-0653	FASTENAL COMPANY					
		I-SDSPE98526	101-4520-426	SUPPLIES	LG FIGSKIN-LEATHER MITT/PARKS	000000 274.31
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-729107	101-4520-425	REPAIRS	MICRO2 FUSE-ILLUM AMBER/PRKS	000000 8.96
		I-32-729135	101-4520-425	REPAIRS	MICRO FUSE RETURN-MINI FUSE/PK	000000 0.18

PACKET: 04239 COMBINED - 1/17/18

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
=====						
01-1653	STURDEVANT'S AUTO PARTS	continued				
		I-32-729248	101-4520-425	REPAIRS HDLP SWITCH-ILLUM RED/PARKS	000000	56.92
01-3785	TALLGRASS					
		I-2018-002	101-4520-433-05	CIP WHITEWOOD WHITEWOOD CREEK-FINAL CD/BILL	000000	1,200.00
01-4289	PENNINGTON CONSERVATION					
		I-3758	101-4520-433-05	CIP WHITEWOOD WHITEWOOD CREEK CLEANUP	000000	2,170.00
				DEPARTMENT 520 PARKS	TOTAL:	3,832.77

01-0382	ARLETH LAND SURVEYING L					
		I-1546	101-4640-422	PROFESSIONAL 9647.2 - FIRST PLAT	000000	2,357.50
01-0418	BLACK HILLS PIONEER					
		I-602-2017	101-4640-423	PUBLISHING ORDINANCE #1267 -ZONING CHANGE	000000	28.64
				DEPARTMENT 640 PLANNING AND ZONING	TOTAL:	2,386.14

				FUND 101 GENERAL FUND	TOTAL:	147,836.62

PACKET: 04239 COMBINED - 1/17/18

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
=====						
01-0553	MONTANA DAKOTA UTILITIE					
		I-68250010003DEC17	206-4550-428	UTILITIES	NATURAL GAS 11/21-12/20-LIBRAR	000000 383.04
01-1171	A & B BUSINESS SOLUTION					
		I-IN462146	206-4550-426	SUPPLIES	COPIER CONTRACT - LIBRARY	000000 42.34
01-1557	DEMCO, INC.					
		I-6273987	206-4550-426	SUPPLIES	PAPERFOLD,THERMAL RCPTS-LIBRAR	000000 102.55
01-1562	MIDWEST TAPE					
		I-95663381	206-4550-434	BOOKS, MAPS A DVDs	- LIBRARY	000000 247.42
		I-95681097	206-4550-434	BOOKS, MAPS A DVDs	- LIBRARY	000000 252.85
		I-95701360	206-4550-434	BOOKS, MAPS A DVDs	- LIBRARY	000000 173.08
01-1791	ARGUS LEADER MEDIA #108					
		I-010818	206-4550-434	BOOKS, MAPS A SUBSCRIPTION	- LIBRARY	000000 447.34
01-1911	EMERY-PRATT COMPANY					
		I-604181	206-4550-434	BOOKS, MAPS A BOOKS	- LIBRARY	000000 55.78
		I-604354	206-4550-434	BOOKS, MAPS A BOOK	- LIBRARY	000000 10.75
01-2219	COSMOPOLITAN					
		I-122017	206-4550-434	BOOKS, MAPS A SUBSCRIPTION	- LIBRARY	000000 31.97
01-3032	OTIS ELEVATOR COMPANY					
		I-CLH65013Z118	206-4550-425	REPAIRS	1ST QTR SVC.CONTRACT - LIBRARY	000000 133.53
01-3282	OSBORN, JANET					
		I-122117	206-4550-424	CHILDREN'S PR REIMBS.XMAS	OPEN HOUSE-LIBRARY	000000 71.87
01-3289	BLOOMBERG BUSINESSWEEK					
		I-010818	206-4550-434	BOOKS, MAPS A SUBSCRIPTION	- LIBRARY	000000 50.00
				DEPARTMENT 550	LIBRARY	TOTAL: 2,002.52

				FUND	206 LIBRARY FUND	TOTAL: 2,002.52

PACKET: 04239 COMBINED - 1/17/18

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0966	PETTY CASH-FINANCE OFFI					
		I-011018	209-4510-426	SUPPLIES REC CNTR SUPPLIES - PETTY CASH	000000	10.64
01-1514	RAPID CITY JOURNAL SUBS					
		I-NEWSPAPER 2018	209-4510-426	SUPPLIES 52 WEEKS SUB RENEWAL/REC CENTE	000000	338.54
01-3151	KONE INC.					
		I-949805570	209-4510-422	PROFESSIONAL DEC 2017 ELEVATOR MAINT/REC	000000	145.04
01-3618	KDSJ 980 AM RADIO					
		I-17-12-036	209-4510-426	SUPPLIES 30 SEC SPOTS SPORTS CLUB/REC	000000	160.00
DEPARTMENT 510 REC CENTER						TOTAL: 654.22
01-0475	DEADWOOD CHAMBER & VISI					
		I-010918	209-4980-422	PROFESSIONAL B&B BILL LIST- 1ST QTR	000000	52,500.00
		I-010918	209-4980-422	PROFESSIONAL EVENT COMPLEX MGMT-1ST QTR	000000	5,606.25
01-3865	BOYS & GIRLS CLUB OF LE					
		I-022117	209-4980-429	OTHER ALLOCATION	000000	5,000.00
01-4270	NORTHERN HILLS RECREATI					
		I-121817	209-4980-429	OTHER 2018 ALLOCATION	000000	15,000.00
DEPARTMENT 980 SPECIAL EVENTS						TOTAL: 78,106.25
FUND 209 BED & BOOZE FUND						TOTAL: 78,760.47

PACKET: 04239 COMBINED - 1/17/18

VENDOR SET: 01

FUND : 213 BUSINESS IMPROVEMENT DIST

DEPARTMENT: 630 BID

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-010918	213-4630-423	MARKETING	BID 1-6 BILL LIST- 1ST QTR	000000
						126,000.00
				DEPARTMENT 630	BID	TOTAL: 126,000.00
				FUND	213 BUSINESS IMPROVEMENT DIST	TOTAL: 126,000.00

PACKET: 04239 COMBINED - 1/17/18

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-DEC-011218	215-3000-699	MISC REVENUE SD DEPT. OF REVENUE	000000	5.20
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	5.20
01-0475	DEADWOOD CHAMBER & VISI					
		I-01092018	215-4572-210	VISITOR MGMT HPC MARKETING 12/31/17-1/9/18	000000	3,180.00
01-1182	MACROVISION					
		I-2017-34	215-4572-235	VISITOR MGMT CORNICE TIME LAPSE	000000	2,450.00
01-4291	AMERICAN ADVERTISING FE					
		I-01012018	215-4572-235	VISITOR MGMT 2017-2018 MEMBERSHIP	000000	170.00
		I-160206	215-4572-235	VISITOR MGMT ENTRY LIST FEES	000000	70.00
				DEPARTMENT 572 HP VISITOR MGMT AND INFORTOTAL:		5,870.00
01-0039	SD STATE HISTORICAL SOC					
		I-6022	215-4573-335	HIST. INTERP. SCAN/GOVERNOR MICKELSON	000000	10.00
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-328120	215-4573-335	HIST. INTERP. NOTEBOOK INSTALL FOR ARCHIVES	000000	1,168.76
01-1495	GAYLORD BROS.					
		I-2515184	215-4573-335	HIST. INTERP. CORRUGATED BOARD	000000	625.21
01-2204	FERBER ENGINEERING COMP					
		I-J15-112.3	215-4573-340	HIST. INTERP. MT MORIAH WEB MAP MAINTENANCE	000000	345.00
01-2265	QUALITY SERVICES, INC.					
		I-SD3917003A6	215-4573-320	HIST. INTERP. REC CNTR CURATION 11/26-12/30	000000	8,215.61
01-2425	CAMPBELL, ROBERT					
		I-1052018	215-4573-335	HIST. INTERP. INTERVIEWS/TRANSCRIPTS/INDICES	000000	2,025.00
01-2818	NATIONAL TRUST FOR HIST					
		I-R1831D5POF	215-4573-325	HIST. INTERP. NATIONAL TRUST FOR HISTORIC PR	000000	250.00
01-3584	FASSBENDER COLLECTION					
		I-152018	215-4573-360	HIST. INTERP. 2018 FASSBENDER COLLECTION	000000	15,000.00
01-3769	NATIONAL MAIN STREET CE					
		I-5898	215-4573-325	HIST. INTERP. MAIN STREET MEMBERSHIP RENEWAL	000000	350.00
				DEPARTMENT 573 HP HISTORIC INTERPRETATIO	TOTAL:	27,989.58

PAGE: 12

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-2909	VERENDRYE MUSEUM INC.					
		I-01082018	215-4575-520	GRANT/LOAN PR OUTSIDE DEADWOOD GRANT ROUND2	000000	12,000.00
01-4086	TWIN CITY HARDWARE - GR					
		I-D377871	215-4575-525	GRANT/LOAN PA PAINT - 906 MAIN	000000	399.92
01-4121	PIERRE/FT.PIERRE HIST.P					
		I-1052018	215-4575-520	GRANT/LOAN PR OUTSIDE GRANT ROUND 2	000000	10,000.00
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL:	22,399.92

01-0510	GOLDEN WEST TECHNOLOGIE					
		I-327433	215-4576-600	PROFES. SERV. EMAIL SECURITY,OFFSITE BACKUP	000000	215.00
01-1757	HAWKI, KEN					
		I-10118	215-4576-630	PROFES. SERV. PLYWOOD FOR SNOWMEN	000000	34.40
01-2394	GUNDERSON, PALMER, NELS					
		I-81649	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	705.00
01-3975	FIRST NATIONAL CREDIT C					
		I-010518	215-4576-630	PROFES. SERV. HP CC JAN 2018	000000	149.08
01-4030	BLAIR, LINDA					
		I-10118	215-4576-630	PROFES. SERV. CHRISTMAS LIGHTS	000000	150.57
01-4288	STEEL, CINDY					
		I-12222017	215-4576-630	PROFES. SERV. CHRISTMAS PARTY	000000	115.03
				DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:		1,369.08

01-0720	ALBRIGHT CONSTRUCTION I					
		I-APP #3	215-4577-735	CAPITAL ASSET GRANDSTAND REPAIR/RODEO GROUND	000000	15,260.00
01-2309	COMPUTER SUPPORT SERVIC					
		I-2017-232	215-4577-725	CAPITAL ASSET HVAC WEB ACCESS-ADAMS HOUSE	000000	162.00
01-2382	CONOVER, MICHAEL					
		I-122617	215-4577-700	CAPITAL ASSET CITY HALL WINDOW & DOOR REPAIR	000000	9,982.27
01-3558	DEADWOOD HISTORY, INC.					
		I-32168	215-4577-725	CAPITAL ASSET HPC PORTION OF SIGN-ADAMS HOUS	000000	4,257.33
01-4007	SPLIT ROCK STUDIOS					
		I-3096	215-4577-775-01	CIP-LOWER MAI 2852-WELCOME CENTER EXHIBIT	000000	1,933.00
				DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:		31,594.60

PACKET: 04239 COMBINED - 1/17/18

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
01-0340	MIDCONTINENT COMMUNICAT					
		I-7047175029168	215-4641-428	UTILITIES	3 SIEVER - DEC 2017 & JAN 2018	000000 115.00
01-0467	CULLIGAN OF THE BLACK H					
		I-0004241	215-4641-426	SUPPLIES	{3} 5 GAL WATER - CITY HALL	000000 19.50
		I-0004401	215-4641-426	SUPPLIES	COOLER RENT-CITY HALL-1/1-1/31	000000 15.00
01-1215	OCHSE, ANN					
		I-2017-02	215-4641-422	PROFESSIONAL	HPC JUL-DEC 2017	000000 350.00
01-1827	MS MAIL & MARKETING					
		I-9555	215-4641-423	PUBLISHING	JANUARY 2018 NEWSLETTER	000000 639.24
01-2145	BERG, DALE					
		I-2017-02	215-4641-422	PROFESSIONAL	HPC JUL-DEC 2017	000000 125.00
01-3239	NAMMINGA, LYNN					
		I-2017-02	215-4641-422	PROFESSIONAL	HCP JUL-DEC 2017	000000 350.00
01-3373	AMAZON WEB SERVICES					
		I-122361319	215-4641-428	UTILITIES	WEB SERVICE 12/1/17-12/31-17	000000 179.97
01-3605	JOHNSON, MICHAEL					
		I-2017-02	215-4641-422	PROFESSIONAL	HPC JUL-DEC 2017	000000 375.00
01-3694	TOEWS, LYMAN					
		I-2017-02	215-4641-422	PROFESSIONAL	HPC JUL-DEC 2017	000000 350.00
01-3696	BLAIR, THOMAS					
		I-2017-02	215-4641-422	PROFESSIONAL	HPC JUL-DEC 2017	000000 275.00
01-3975	FIRST NATIONAL CREDIT C					
		I-010518	215-4641-426	SUPPLIES	HP CC JAN 2018	000000 99.17
01-4049	POSEY, BEVERLY					
		I-2017-02	215-4641-422	PROFESSIONAL	HPC JUL-DEC 2017	000000 375.00
				DEPARTMENT 641	OFFICE HIST. PRES.	TOTAL: 3,267.88
				FUND	215	HISTORIC PRESERVATION
						TOTAL: 92,496.28

PACKET: 04239 COMBINED - 1/17/18

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-4228	BIALAS, KURT AND DAWN					
		I-123	216-1310	DUE FROM OTHE WORK DONE AT 24 RAYMOND	000000	4,042.40
				DEPARTMENT	NON-DEPARTMENTAL	
					TOTAL:	4,042.40

01-2092	REAUZAW, RALPH					
		I-122917	216-4653-962-04	SIDING GRANT SIDING - 850 MAIN	000000	8,601.96
01-2382	CONOVER, MICHAEL					
		I-122217	216-4653-962-03	WINDOWS GRANT STORM WINDOWS - 35 LINCOLN	000000	518.37
01-2849	DAKOTA LUMBER CO					
		I-1712-005635	216-4653-962-03	WINDOWS GRANT STORM WINDOWS - 31 CHARLES	000000	5,851.29
01-2857	NEIGHBORHOOD HOUSING SE					
		I-2017-12 CRR	216-4653-960	CLOSING CO REIMBURSEMENT CREDIT REPORTS	000000	348.55
		I-2017-12-1	216-4653-422	PROFESSIONAL SERVICING CONTRACT INTERIM BIL	000000	4,021.25
		I-2017-12-1	216-4653-960	CLOSING CO SERVICING CONTRACT INTERIM BIL	000000	61.95
				DEPARTMENT 653	REVOLVING LOAN	
					TOTAL:	19,403.37

				FUND	216	
				REVOLVING LOAN	TOTAL:	23,445.77

PACKET: 04239 COMBINED - 1/17/18

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
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-171210077	602-4330-422	PROFESSIONAL (2) PAGERS-AIRTIME-VM/WATER	000000	16.59
01-0539	LEAD-DEADWOOD SANITARY					
		I-01-02-18 EQR DEC	602-4330-422	PROFESSIONAL DECEMBER 2017 EQR/WATER	000000	25,563.58
01-0966	PETTY CASH-FINANCE OFFI					
		I-011018	602-4330-426	SUPPLIES UTIL BILL POSTAGE - PETTY CASH	000000	0.21
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-729267	602-4330-426	SUPPLIES (2) TERR 2.5 GA ULTRAP/WATER	000000	23.98
01-1827	MS MAIL & MARKETING					
		I-9555-A	602-4330-426	SUPPLIES UTILITY BILLS MAILING	000000	284.56
01-3076	SD DENR					
		I-CERT RENEW ALLEN	602-4330-426	SUPPLIES OPER CERT RENEW 2018/ALLEN	000000	12.00
		I-CERT RENEW PFARR	602-4330-426	SUPPLIES OPER CERT 2018 RENEW/PFARR	000000	12.00
		I-CERT RENEW REIF	602-4330-426	SUPPLIES OPER CERT RENEW 2018/REIF	000000	12.00
		I-CERT RENEW SAND	602-4330-426	SUPPLIES OPER CERT RENEW 2018/SANDIDGE	000000	12.00
DEPARTMENT 330 WATER					TOTAL:	25,936.92

FUND 602 WATER FUND					TOTAL:	25,936.92

PACKET: 04239 COMBINED - 1/17/18

VENDOR SET: 01

FUND : 603 SEWER FUND

DEPARTMENT: 325 SEWER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0539	LEAD-DEADWOOD SANITARY					
		I-12-31-17 USAGE	603-4325-429	OTHER EXPENSE JAN 2018 CONSUMPTION/WATER	000000	758.30
DEPARTMENT 325 SEWER						TOTAL: 758.30

FUND 603 SEWER FUND						TOTAL: 758.30

PACKET: 04239 COMBINED - 1/17/18

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2620	FIRST BAPTIST CHURCH					
		I-01-05-18	610-4360-422	PROFESSIONAL 2018 PARKING LOT LEASE	000000	3,600.00
				DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:		3,600.00
01-0467	CULLIGAN OF THE BLACK H					
		I-0004404	610-4361-422	PROFESSIONAL SOFTENER RENT - JAN./TROLLEY	000000	22.00
01-0583	OWENS INTERSTATE SALES					
		I-5268-325320	610-4361-426	SUPPLIES FINAL CHARGE,OIL BLEND-TROLLEY	000000	210.59
		I-5268-325762	610-4361-426	SUPPLIES RIVETS,FUEL,LUBE - TROLLEY	000000	36.92
		I-5268-326521	610-4361-426	SUPPLIES CAB MARKERS,RX TRTMT - TROLLEY	000000	36.01
01-0674	WHITE'S QUEEN CITY MOTO					
		I-010318-DEAL#52356	610-4361-434	MACHINERY/EQU 2017 DODGE GRAND CARAVAN-TROLL	000000	24,977.00
01-1348	EDDIE'S TRUCK CENTER, I					
		I-X201042771:01	610-4361-426	SUPPLIES THERMOSTAT - TROLLEY	000000	30.61
01-1515	RAPID DELIVERY					
		I-364399	610-4361-426	SUPPLIES DELIVERY FEE - TROLLEY	000000	14.09
01-1529	LAWRENCE CO. TREASURER					
		I-011017	610-4361-426	SUPPLIES LICENSE PLATE RENEWAL- TROLLEY	000000	136.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-729396	610-4361-426	SUPPLIES HEAVY DUTY 6-24 VO - TROLLEY	000000	19.74
		I-32-729458	610-4361-426	SUPPLIES CAB HEATER,BATTERIES - TROLLEY	000000	92.51
		I-32-729517	610-4361-426	SUPPLIES OIL, SPARK PLUG - TROLLEY	000000	5.94
		I-32-729722	610-4361-426	SUPPLIES CUTTING WHEEL STEEL - TROLLEY	000000	4.73
		I-32-729737	610-4361-426	SUPPLIES CARB KIT - TROLLEY	000000	16.25
		I-32-729765	610-4361-426	SUPPLIES TEMP RED RTV - TROLLEY	000000	6.60
				DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:		25,608.99
01-0429	BLACK HILLS ENERGY					
		I-POWER 12-28-17 PB	610-4362-428	UTILITIES BROADWAY PARKING RAMP	000000	911.47
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-327433	610-4362-422	PROFESSIONAL MANAGED FIREWALL/PKNG RAMP	000000	52.50
01-3151	KONE INC.					
		I-949805570	610-4362-422	PROFESSIONAL DEC 2017 ELEVATOR MAINT/RAMP	000000	145.04
				DEPARTMENT 362 BROADWAY GARAGE TOTAL:		1,109.01
				FUND 610 PARKING/TRANSPORTATION TOTAL:		30,318.00

PACKET: 04239 COMBINED - 1/17/18

VENDOR SET: 01

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0585	SD DEPT. OF REVENUE					
		I-DEC-011218	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000	2,656.28
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						2,656.28

				FUND	722 SALES TAX AGENCY	TOTAL:
						2,656.28

PACKET: 04239 COMBINED - 1/17/18

VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGENCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING					
		I-011018	723-4000-429	OTHER CITY SLOTS - PYMT 7, YR 3	000000	27,443.18
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	27,443.18
			FUND 723	NICKEL SLOT PAYMENT AGENCY	TOTAL:	27,443.18
				REPORT GRAND TOTAL:		557,654.32

1-16-18
6A

Resolution 2018-02

A RESOLUTION TO ESTABLISH CASH DESIGNATIONS

Be it resolved by the Deadwood City Commission that the City of Deadwood approved the establishment of cash reserves in the following funds for capital outlay purposes per SDCL 9-21-14.1 as of December 31, 2017:

General Fund Designated for Equipment Replacement-Streets	\$ 30,000.00
General Fund Designated for Fire Truck:	\$ 303,509.00
Business Improvement District #7 Designated for Convention Center:	\$ 323,523.64
Parking and Transportation Designation for Trolley Replacement:	\$ 325,000.00

Dated this ~~19~~¹⁶th day of January, 2018.

City of Deadwood

Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson, Finance Officer

Note to Commission regarding the above designations:

a-New designation budgeted in Streets Department

b-Additional \$90,000.00 added to Fire Department, per budget

c-Decreased by \$1,142.66, due to change in 2017 revenue from July-December

d-No change, but will decrease when we pay for trolley when delivered



SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

1-16-18
LB
MAIN OFFICE
208 Island Drive
Ft. Pierre, SD 57532

SATELLITE OFFICE
5024 Bur Oak Place, Suite 103
Sioux Falls, SD 57108

PHONE: 605.224.8654 Option 2
TOLL FREE: 800.658.3633 Option 2

December 21, 2017

Dear SDPAA Members:

Thank you for your owner-membership in the South Dakota Public Assurance Alliance (SDPAA). This year marks the thirtieth anniversary of the SDPAA serving local governments throughout South Dakota.

Attached you will find a revised Intergovernmental Contract (IGC) which reflects the changes recently adopted by the SDPAA Board of Directors at its December 7, 2017 meeting. These changes will take effect on January 1, 2018 and primarily reflect the goal of allocating 100 percent ownership of the SDPAA's net position to SDPAA members.

When the SDPAA began its operations in 1987, the SDPAA's net position was divided into an Operating Fund (OF) and a Cumulative Reserve Fund (CRF). The CRF consists of "capitalization contributions" which were allocated from Members' casualty contributions during their first six years of membership. This type of arrangement is common when a risk-sharing pool is first established to ensure its financial solvency during its early years of operation. Thanks to our Members' high level of commitment and the high quality of the SDPAA's products and services, the SDPAA has been able to maintain strong fund balances in addition to the reserves set aside to fund estimated claims liabilities. Based on our strong financial position and on the recommendation of our actuary, the SDPAA Board of Directors adopted the revised IGC which eliminates the distinction between the OF and the CRF.

Another significant change to the IGC relates to the composition of the SDPAA Board of Directors. The Board is comprised of your fellow SDPAA Members. For the last several years, the Executive Directors of the South Dakota Municipal League and the South Dakota Association of County Commissioners have also served as ex-officio members of the Board. Now, the persons holding those positions will be standing members of the Board with full voting rights. We believe this enhanced membership on the Board for those two local government organizations will improve the SDPAA's ability to receive input from local governments in South Dakota and to be able to respond to their needs.

At your earliest convenience, please have the appropriate authorized person sign both of the signature pages of the revised IGC on behalf of your entity and return one of the signed pages to the SDPAA in the enclosed self-addressed postage paid envelope. The entire copy is for your file. We encourage you to review the document with your legal counsel and contact us with any questions.

We look forward to working with you to continue providing broad coverage and great services at stable, competitive rates.

Best Regards,

A handwritten signature in black ink, reading 'David A. Pfeifle'.

David A. Pfeifle, Executive Director
South Dakota Public Assurance Alliance

Endorsed by
SOUTH DAKOTA MUNICIPAL LEAGUE
SOUTH DAKOTA ASSOCIATION OF COUNTY COMMISSIONERS

**INTERGOVERNMENTAL CONTRACT
FOR THE
SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE**

This Contract is made and entered into by the undersigned who, upon execution of the Contract, will become contractually bound with all other signatories.

Whereas, the Acts of the State of South Dakota authorize and/or permit various Governmental Authorities to contract, and;

Whereas, the undersigned desires, along with other such entities, to form or join or reaffirm their membership in a local government risk pool to be known as the South Dakota Public Assurance Alliance, and;

Whereas, pursuant to the authority granted by SDCL ch. 1-24 and any acts amendatory thereto, the undersigned executes this document for purposes of joining or reaffirming membership, by virtue of an intergovernmental contract, the local government risk pool known as the South Dakota Public Assurance Alliance;

Now, therefore, the undersigned executes this Agreement in consideration for other Governmental Authorities executing this Agreement for the purpose of joining or reaffirming their membership in a local government risk pool known as the South Dakota Public Assurance Alliance. The undersigned agrees to abide by the terms and conditions of this Contract and all actions taken pursuant to this Contract. In consideration of the mutual covenants of all signatories to this Intergovernmental Contract it is agreed as follows:

ARTICLE I – NAME

The Pool created by this Contract shall be known as the South Dakota Public Assurance Alliance.

The signatories hereto, together with future signatories, establish a contractual local government risk pool for the purpose of effectuating this Agreement; which Pool shall have a perpetual duration and shall continue until terminated pursuant to the terms and conditions of the Agreement.

ARTICLE II – PURPOSE

The purpose of this Agreement is to enter into an Intergovernmental Contract to form a local government risk pool, to provide for joint or cooperative action by Members relative to their financial and administrative resources for the purpose of providing risk management services and risk sharing facilities to the Members and to the Member's employees, and to defend and protect, in accordance with this Agreement, any Member of the Alliance against liability as defined under Pool Retention and in the Member's Risk Sharing Certificate. This Contract and the activities hereunder shall not constitute doing an insurance business. This Agreement is intended to create a contractual relationship and agreement between the signatories.

This Agreement shall constitute a contract among those Governmental Authorities which shall now or at any time enter into this Agreement and become Members of the Alliance.

The liability of each Member is limited to the amount of financial contributions required to be made to the Alliance pursuant to the Agreement except in the event of termination of the Alliance as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII.

This Agreement shall not inure to the benefit of third parties nor does any party hereto waive such sovereign or governmental immunity as may be available to it individually.

In no event shall a Member be responsible, jointly or severally, for the liabilities of any other Member except in the event of termination of the Alliance as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII.

ARTICLE III – DEFINITIONS

In the interpretation of this Agreement the following definitions shall apply unless the context requires another interpretation:

1. Acts --“Acts” shall mean such Acts of the State of South Dakota, pursuant to which this Contract is executed, as the same may be amended from time to time.
2. Administrator -- “Administrator” shall mean the South Dakota Public Assurance Alliance.
3. Agreement --“Agreement” shall mean this Intergovernmental Contract for the South Dakota Public Assurance Alliance and all of the counterparts subsequently executed.
4. Alliance --“Alliance” shall be the sum of all the contracts or contractual obligations of the Members.
5. Annual Operating Contribution --“Annual Operating Contribution” shall mean those amounts necessary to fund the expenses of the Alliance.
6. Basis Rate --“Basis Rate” shall mean that amount annually promulgated by the Administrator deemed necessary to provide the Scope of Coverage afforded to a Member for the period of one year corresponding to the Risk Sharing Certificate effective date with due consideration to the Member’s individual characteristics.
7. Board --“Board” shall mean the Board of Directors of the South Dakota Public Assurance Alliance.
8. Casualty Coverage --“Casualty Coverage” shall mean the coverage afforded a Member for Casualty Risk, pursuant to the Member’s Risk Sharing Certificate and subsequent amendments and/or endorsements thereto.
9. Casualty Risk --“Casualty Risk” shall mean General Liability, Government Officials Liability, Law Enforcement Liability, Automobile Liability and other similar coverages usual to a Governmental Authority.
10. Claims Administrator --“Claims Administrator” shall mean any entity with whom the Administrator enters a contract for claims services.
11. Contract(s) --“Contract(s)” shall mean this Agreement and all of its counterparts.
12. Governmental Authority --“Governmental Authority” shall mean a public agency or any joint power agreement or separate entities consisting entirely of public agencies as defined in the Act.
13. Limits of Coverage --“Limits of Coverage” shall mean the limits of coverage established by any applicable coverage document, the Risk Sharing Certificate, and any other document or agreement that establishes and controls limits of various coverages provided to the Member.
14. Member --“Member” shall mean a Governmental Authority participating in the South Dakota Public Assurance Alliance by executing this Agreement.
15. Member’s Contribution --“Member’s Contribution” shall mean all amounts paid by Members and allocated to the Operating Fund.

16. Operating Fund --“Operating Fund” shall mean those amounts allocated to and designated as “Net Assets-Unrestricted” in the Alliance’s financial statements, as a result of increasing such amounts by the Annual Operating Contribution and investment income, and subtracting the expenses of the Alliance.
17. Pool --“Pool” shall mean the cumulative funds collected under this Contract and the contractual activities conducted hereunder, also sometimes referred to as the Alliance. The Pool is the sum of all Members’ funds and contractual duties, benefits and obligations.
18. Pool Retention --“Pool Retention” shall mean the amount that the Board may determine to retain as a designated retention from time-to-time.
19. Property Coverage --“Property Coverage” shall mean the coverage afforded a Member for Property Risk, pursuant to the Member’s Risk Sharing Certificate and subsequent amendments and/or endorsements thereto.
20. Property Risk --“Property Risk” shall mean Property, Vehicle Physical Damage, Inland Marine, Crime, Boiler and Machinery, and other similar coverages usual to a Governmental Authority.
21. Risk Sharing Certificate --“Risk Sharing Certificate” shall mean that document provided a Member evidencing the scope, nature, term, and limits of participation in the Alliance.
22. Scope of Coverage --“Scope of Coverage” shall mean the coverage, limits, and deductibles as established and defined in this agreement, any applicable separate coverage document, the Risk Sharing Certificate, and any other applicable document defining or establishing such terms, and subsequent amendments thereto.

ARTICLE IV – MEMBERSHIP

Contractual membership of the Alliance shall consist of Governmental Authorities who have entered into this Agreement or its counterpart by and through an individual duly authorized to execute this Agreement, and who have agreed to make the Member’s Contribution pursuant to the further provisions hereof. Members agree to the admission of future Members and acknowledge that they shall have no right to object to the addition of such Members provided they are admitted in accordance with the terms hereof. This Agreement shall be automatically renewed unless the provisions for withdrawal or termination are applied.

Each Member shall appoint an individual and an alternate to represent the Member with the Alliance. That individual or alternate shall act as a liaison between the Member and the Alliance for purposes of relating risk reduction and loss control information, and any other information or instructions concerning the obligations of the Member imposed by this Agreement and the rules and regulations established hereunder. The individual or alternate shall cast, on behalf of the Member, any vote which the Member is required or permitted to cast.

The obligations of Members of the Alliance shall include, but not necessarily be limited to, the following:

1. To promptly report to the Administrator or designated Claims Administrator any incident which could result in a claim being made by or against the Member within the Scope of Coverage.
2. To cooperate with and institute to the degree possible all loss prevention procedures established by the Administrator.
3. To provide to the Administrator such information as needed for rating purposes, including but not limited to, a completed renewal packet and any supplement questionnaires, as requested, and a budget approved by

Member's governing body of all revenues and expenditures for any fiscal year of the Member requested by the Administrator.

4. To provide representatives of the Administrator access to all records, including financial records and/or properties of the Member, provided the Administrator determines the information or access is necessary.
5. To cooperate with the Administrator and any employee, officer or independent contractor relating to the purpose and powers of the Alliance.
6. To allow attorneys and others employed by the Administrator to represent the Member in investigation, settlement, and all levels of litigation arising out of any claim made against the Member within the Scope of Coverage furnished by the Alliance.
7. To pay when due all annual contributions or other contributions, due or required, pursuant to this Agreement.

ARTICLE V – BOARD OF DIRECTORS

1. Administration of the Contract(s). The administration of this Contract(s) and management of the Alliance shall be governed by a Board of Directors of eleven (11) members comprised of six (6) municipal representatives, three (3) county representatives and the Executive Directors of the South Dakota Municipal League and the South Dakota Association of County Commissioners.
2. Qualifications of Members of the Board. Members of the Board shall be either:
 - a. Elected officials of an Alliance Member provided the governing board or the member in question has supported their appointment or candidacy by Resolution; or
 - b. Representatives, employees or appointed officials of an Alliance Member provided the governing board or the Member in question has supported their appointment or candidacy by Resolution; or
 - c. The Executive Directors of the South Dakota Municipal League and the South Dakota Association of County Commissioners are qualified by the nature of their respective positions and shall remain standing members of the Board.
3. Eligibility and Vacancies. Should the number of members of the Board become reduced due to disqualification, death, incompetence, resignation or other cause, the remaining members of the Board may appoint a person or persons to fill such a vacancy or vacancies until the time of the next annual meeting of the South Dakota Public Assurance Alliance so that the Board shall be maintained numerically during that time. At the next annual meeting of the South Dakota Public Assurance Alliance, the Nominating Committee of the Board of Directors shall recommend one candidate to fill each vacant position on the Board for the remainder of the term left open and Member entities of the South Dakota Public Assurance Alliance present at that annual meeting shall vote on the candidate recommended by the Nominating Committee in the manner described in paragraph 4 below. Any member of the Board may resign by sending notice of his/her resignation to the Chairman of the Board and the Administrator.
4. Election and Term of Members of the Board. An election shall be held at the annual meeting of the South Dakota Public Assurance Alliance to fill any Board position that is open, or will become open as the result of an expiring term or vacancy as described in paragraph 3 above. Applications for all open positions to be filled at such an election shall be submitted in writing to the Nominating Committee of the Board of Directors at least thirty (30) days prior to the date of the South Dakota Public Assurance Alliance annual meeting in question. The Nominating Committee will consider all applications received and recommend one candidate to fill each open Board position. The election held at the annual meeting of the South Dakota Public Assurance Alliance shall be determined by a majority of those Alliance Member entities present and voting at the annual meeting with each Member entity having one vote. A candidate recommended by the Nominating Committee and nominated at the annual meeting shall be deemed elected if he/she receives more than 50% of the votes cast by those Member entities present and voting at the election. If the candidate nominated fails to receive a majority of votes cast at the election then the Nominating Committee shall recommend a second person to stand at election at the same annual meeting. Board

members elected at such an election shall take office on the following January 1. All Board members shall be elected to a three (3) year term. A Board member may be removed for just cause by a majority vote of the Board of Directors. There shall be no prohibition on election to successive terms.

5. Meetings of the Board. The Board of Directors shall hold its annual meeting in conjunction with the annual meeting of the South Dakota Municipal League. The Board shall meet a minimum of four (4) times per year and at such other times as called by the Chairman. Any item of Alliance business may be considered at such meetings. Special meetings may be called by a majority of the Board of Directors. Meetings may be held by telephone or by written executed document.

Any member of the Board who has two (2) absences from the meetings of the full Board that have not been excused by the Chairman in any one (1) calendar year may be replaced by the Board.

6. Executive Committee. The Executive Committee shall be comprised of five (5) members including the three officers elected by the Board, one at-large Board Member selected by a majority vote of the Board and the Executive Director of the South Dakota Municipal League. The Committee shall be chaired by the Chairman of the Board. The Committee shall inform and direct the Executive Director of the South Dakota Public Assurance Alliance on Board policy and shall make recommendations to the Board as it deems necessary for the prudent operation and management of the Alliance.
7. Officers. By majority vote, the Board of Directors, at its December Board meeting, shall select from the members of the Board, a Chairman, Vice-Chairman, and Secretary/Treasurer.

ARTICLE VI – POWERS AND DUTIES

The Board of Directors shall be permitted and the undersigned authorizes it to perform and carry out, or delegate to others to perform and carry out, on behalf of the undersigned, each and every act necessary, convenient or desirable to, and for carrying out the purpose of this Contract and the Alliance, including but not limited to:

1. Administer the Alliance, receive Member's Contributions (contracted obligations) to the Alliance, and settle and pay claims and losses on behalf of its Members;
2. Make and enter into contracts to conduct and operate the Alliance;
3. Employ employees and agents on behalf of the undersigned;
4. Incur liabilities and charges against the common funds of the Alliance, but no charge, liability or obligation so incurred shall be the charge, liability or obligation of any individual party to this Agreement;
5. Sue or be sued in the Member's name or collective names, and defend such claims;
6. Acquire, or dispose of real and/or personal property;
7. Advise Members on loss control guidelines and procedures, and provide Members with risk management services, loss control, and risk reduction information;
8. Purchase for the Members reinsurance and/or excess insurance and/or enter into such excess risk sharing pools as may be available and deemed desirable for the protection of the Members and/or the Alliance itself;
9. Invest, on behalf of the Members, Alliance funds in securities and investments in a prudent and lawful manner;
10. Promulgate procedures and regulations for the general administration of this Contract(s);
11. Take such action as is necessary to terminate the participation/contract of any Member that fails to comply with the reasonable requirements of the Administrator concerning contractual obligations;

12. Provide surety and/or fidelity bonds, as may be available, for members of the Board, and all persons charged with the custody or investment of Alliance monies.

ARTICLE VII – LIABILITY OF THE BOARD OF DIRECTORS, ADMINISTRATOR, OR EMPLOYEES

The members of the Board of Directors, the Administrator, its directors, officers, and employees shall:

1. Use reasonable and ordinary care in the exercise of their duties hereunder;
2. Be afforded all of the privileges and immunities that may attach under any applicable law;
3. Not be liable for, and be held harmless and defended by the undersigned and from Alliance funds, for any act of negligence, any mistake of judgment or any other action made, taken or omitted in good faith;
4. Not be liable for any loss incurred through investment of funds or failure to invest such funds.

The Administrator may purchase, subject to availability and cost, insurance providing coverage for the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees.

The undersigned shall and the funds of the Alliance shall be used to hold harmless and defend the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees for any act or omission taken or omitted in good faith by the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees. The hold harmless and indemnity provisions of the undersigned shall be joint and several with all signatories to this Contract; provided, however, this obligation shall be considered an expense of the Alliance and in no event shall any individual signator be liable for more than its pro rata annual contribution herein except in the event of termination of the Alliance as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII. Nothing contained herein shall be construed as to require the undersigned to hold harmless or defend any party from any act done in bad faith or any breach of a fiduciary duty.

No covenant or agreement contained herein shall be deemed to be the covenant or agreement of any member of the Board of Directors or the Administrator nor any of its employees and none of such persons shall be subject to any personal liability or accountability by reason of the acceptance of a position or the undertaking of the performance of any of the responsibilities, obligations or duties contemplated in the carrying out of this Agreement, whether by virtue of any construction, statute or rule of law.

ARTICLE VIII – ESTABLISHMENT OF OPERATING FUND

1. The Board shall establish a budget which shall consist of Member's Contributions in amounts not less than the Administrator deems sufficient to annually produce the sum of money reasonably necessary to fund the expenses and any deficiencies which may occur in the Alliance's Operating Fund regulatory authority; the sum of which shall be known as the Annual Budget.
2. Thirty (30) days prior to the Alliance's fiscal year end, or at such other time as directed by the Board, the Administrator shall prepare an Annual Budget for the succeeding fiscal year. The Annual Budget shall be used to assist in determining the annual rates for the Alliance. The rates determined by the approval of the Annual Budget by the Board of Directors are used to determine the contributions for each Member, based on their exposures. Members' Annual Operating Contributions will be determined on an individual basis, based on detailed analysis of exposures and for a one (1) year period from their Risk Sharing Certificate effective date of coverage.
3. In the event that the Operating Fund becomes deficient during any Alliance fiscal year, the Alliance shall liquidate any and all assets and continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the Risk Sharing Certificate until all funds of the Alliance are exhausted. After such time, all coverages and payment of valid claims shall be the sole and separate obligation of each individual Member.

ARTICLE IX – MEMBER’S WITHDRAWAL, CANCELLATION, OR TERMINATION

1. Members agree to continue membership for a period of not less than one (1) full year. At the conclusion of such period, or anniversary thereof, a Member who has given sixty (60) days prior written notice to the Alliance may withdraw. Within 120 days following withdrawal, or as soon thereafter as the next Annual Budget is completed, the Alliance will advise the withdrawing Member their total calculated portion of contributions made to the Alliance that shall be refunded.

Refunds shall be calculated based on the pool’s total contributions, along with the Member’s total contributions, current losses, unpaid losses, and loss expenses, the Member’s loss ratio, and number of membership years.

Members who withdraw from the pool shall receive a calculated portion of their contributions refunded for unpaid casualty losses, based on the following schedule:

Years	Percentage
1	55%
2	50%
3	40%
4	35%
5	30%
6+	20%

All refunds shall be paid to the withdrawing Member over a five-year term.

Anything contained in this Agreement to the contrary notwithstanding, a Member’s election to cease participation in the Alliance for Property Coverage shall not constitute a withdrawal under any other terms and conditions of the Agreement. Property Coverage applies only to losses or claims which occur prior to the termination date. All rights for reimbursement or any right to claims against the Alliance shall terminate for Property losses which occur after the termination date.

Effective 12:01 a.m. on the date of the withdrawal and notwithstanding anything contained to the contrary within this Agreement or attachments hereto or the Risk Sharing Certificate issued pursuant to this Agreement, payments for all known and unknown Casualty Coverage claims or claims expense shall thereafter become the sole responsibility of the withdrawing Member without regard to whether a claim occurred or was reported prior to the withdrawal of the Member’s participation in the Alliance.

Effective 12:01 a.m. on the date of the withdrawal and notwithstanding anything contained to the contrary within this Agreement or attachments hereto or the Risk Sharing Certificate issued pursuant to this Agreement, payments for all Property claims and claim expense incurred thereafter shall become the sole responsibility of the withdrawing Member. Any Property claim reported in a timely manner not to exceed sixty (60) days after its occurrence shall be covered by the Alliance if the claim occurred during the period the Risk Sharing Certificate was in effect and if coverage is otherwise available under the Risk Sharing Certificate.

At the request of the withdrawing Member, the Alliance will continue to service all claims which have been reported to the Alliance during the withdrawing Member’s period of participation so long as the withdrawing Member shall promptly reimburse the Alliance for all claims expenses incurred. Payment of all claims so serviced by the Alliance for the withdrawing Member shall be the sole responsibility of the withdrawing Member and the Alliance shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph.

Anything contained in this Agreement to the contrary notwithstanding, a Member that has given notice of withdrawal may rescind said notice provided written notice of rescission is sent to the Alliance within the sixty (60) day period and provided further all contributions required from said Member are made in a timely fashion.

2. The Alliance may, by a two thirds (2/3) majority of the Board and by providing a Member sixty (60) days

prior written notice, cancel that Member's participation in the Alliance and terminate its Intergovernmental Contract effective at the end of any Risk Sharing Certificate year. Thereafter, it shall be the responsibility of the Alliance to defend, settle, and pay claims within the scope and limits set forth in the cancelled Member's Risk Sharing Certificate in effect on the date of the occurrence out of which such claim arose. This provision shall apply solely to claims which occurred during a Member's participation and evidenced by the Member's Risk Sharing Certificate. The cancelled Member shall have the right, prior to the actual date of cancellation, to withdraw from the Alliance by giving notice of such withdrawal. Electing to so withdraw, the Member shall be subject to the provisions of paragraph one (1) of this Article. Failing to elect to give notice of withdrawal, the cancelled Member forfeits all rights to a refund of any contributions made to the Alliance by said cancelled Member.

3. Any Member failing to make payments when due as required by this Agreement shall be terminated from the Alliance effective on the date the payment was due and upon that effective date of termination all coverages and benefits hereunder shall cease. All known and unknown claims and claims expenses thereafter shall become the sole responsibility of the terminated Member without regard to whether a claim occurred or was reported prior to the termination of the Member's participation in the Alliance. At the request of the terminated Member, the Alliance will continue to service all claims which have been reported to the Alliance during the terminated Member's period of participation so long as the terminated Member shall promptly reimburse the Alliance for all claims the terminated Member and the Alliance shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph. The terminated Member shall also forfeit all rights to any return of contributions and the Alliance shall apply any or all of the terminated Member's forfeited funds to the Operating Fund. If the Member shall subsequently submit its payment, the Administrator may, in its discretion, reinstate such membership.

ARTICLE X – SCOPE OF RISK SHARING PROTECTION

1. The Alliance provides risk sharing protection to each Member and will make or secure payment on behalf of each Member under criteria and procedures established for the payment of claims as provided in the Member's Risk Sharing Certificate. As long as a Member continues to renew its annual Risk Sharing Certificate, any claim that occurred during the period the Risk Sharing Certificate is in effect shall be considered for payment as provided in the Member's Risk Sharing Certificate.
2. The Alliance may obtain excess insurance, reinsurance, or join in excess risk sharing pools.
3. In the event that a claim or series of claims exceeds the amount of the risk sharing protection provided by the Member's Risk Sharing Certificate, or in the event that a claim or a series of claims should exhaust the Operating Fund and any reinsurance, then payment of valid claims shall be the sole and separate obligation of the individual Member or Members against whom the claim was made and perfected by litigation or settlement.
4. A Member may purchase, in its sole discretion, any insurance coverage in addition to those amounts purchased by the Alliance.
5. The Board may make changes in the Scope of Coverage, the amount of risk sharing protection or risk sharing retention by the Alliance upon consideration of the needs and requirements of Members, loss experience, and/or the kind and amounts of reinsurance or other excess coverage available. Where the Board takes such action, immediate notice after taking of such action shall be sent to all Members or their representatives.

ARTICLE XI – TERMINATION

The Alliance shall terminate at such time as two-thirds (2/3) of the municipal and county Members vote for such termination. After a vote to terminate, the Board shall commence with the orderly liquidation of the Alliance's business and shall complete the same as promptly as possible. During such period of liquidation the Alliance shall continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the Risk Sharing Certificate until all funds of the Alliance are exhausted. After payment of all claims and losses, any remaining funds held by the Alliance shall be paid to all Members of the Alliance at the time of the vote of termination, on a pro rata basis determined by the Board.

To the extent of the existence of funds in the Operating Fund, no Member shall be responsible for any claim, claims, judgment or judgments against any other Member or Members. If upon termination of the Alliance the remaining assets of the Alliance are insufficient to satisfy indebtedness of the Alliance (excluding claims or judgments against the Members), such deficiency shall be made up by assessments against Members of the Alliance on a pro rata basis determined by the Board.

ARTICLE XII – MISCELLANEOUS PROVISIONS

1. The provisions of this Agreement shall be interpreted pursuant to the laws of the State of South Dakota.
2. The parties hereto consent that courts in the State of South Dakota shall have jurisdiction over any dispute arising under this Agreement. The terms of this Agreement may be enforced in a court of law in the State of South Dakota either by the Alliance or by any Member.
3. The consideration for the obligations imposed upon Members pursuant to and under this Agreement shall be based upon the mutual promises and agreements of all Members who now execute or who hereinafter execute this Agreement.
4. This Agreement may be executed in duplicate originals or counterparts now or at any time in the future. The individual executing this Agreement on behalf of the participating Member hereby represents and certifies that he/she is duly empowered to so execute this document.
5. No waiver of any breach of this Agreement or any provisions herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any of the other provisions herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligations or acts.
6. This Agreement shall be binding and shall inure to the benefit of all Members who shall have executed this Agreement and complied with the financial requirements hereunder and provided that the Members shall have been duly approved in accordance with the terms and provisions of this Agreement.
7. The provisions of this Agreement shall be deemed severable and if any provision or part thereof is held illegal, void or invalid under applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, legal, valid or binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement shall not in any way be affected or impaired but shall remain binding in accordance with their terms and this Agreement shall be so interpreted.
8. This Agreement and the Risk Sharing Certificate contain the complete Agreement between the parties and no representations or oral statements made or heretofore given shall constitute a part of this Agreement. In the event that any provision of this Agreement is in conflict with or is incompatible with such, the terms and conditions of this Agreement shall prevail and take precedence.
9. This Agreement may be altered or amended only by amendments duly adopted in accordance with the terms and conditions of this Agreement; provided, however, that the Risk Sharing Certificate may be amended from time to time to reflect the exposures of each Member and such changes shall be exempted from the preceding terms of this paragraph.
10. The caption headings used in this Agreement are used merely for identification purposes and shall not be deemed a part of this Agreement.
11. Whenever in this Agreement words, including pronouns, are used in the singular or plural, or masculine or feminine, they may be read and construed in the plural or singular, or feminine or masculine, respectively, wherever they so apply.

12. This Agreement may be amended by the Board with the approval of two-thirds (2/3) of the members of the Board. All Members agree to properly execute and adopt amendments so approved.
13. The Board may, with the approval of two-thirds (2/3) of the members of the Board, elect to reform or reconstitute the Alliance to a stock, mutual, or reciprocal insurance company operating as a captive, Risk Retention Group, or other risk sharing entity.
14. The Alliance shall maintain a fiscal year ending December 31.

ARTICLE XIII – AGENT AND OFFICE

The agent of the Alliance for service of notice shall be the Administrator, 208 Island Drive, Ft. Pierre, SD 57532.

ARTICLE XIV – NOTICE

All notices required to be given under this Agreement pursuant to Article IX shall be in writing and sent by certified mail, return receipt requested, with postage prepaid. Notices by a Member to the Alliance shall be sent to the address in Article XIII to the attention of the Administrator. Notices to any Member shall be sent to the representative of the Member at the Member's last known address.

Notices to be given under this Agreement pursuant to Article X, 5. shall be sent to all Members or their representatives following Board action.

In the event that any party to this Agreement desires to change its address, notice of change of address shall be sent to the other party in accordance with the terms and provisions in this Article.

In Witness whereof, this Agreement was executed on the _____ day of _____, in the year _____, by the undersigned duly authorized officer of the Governmental Authority indicated below:

GOVERNMENTAL
AUTHORITY: City of Deadwood

Name of Entity


By: _____

PRINT NAME: _____

TITLE: _____

ACCEPTED FOR THE

SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

By: 

TITLE: Executive Director
ADMINISTRATOR ON BEHALF OF ALL OTHER
CURRENT AND FUTURE SIGNATORIES

12. This Agreement may be amended by the Board with the approval of two-thirds (2/3) of the members of the Board. All Members agree to properly execute and adopt amendments so approved.
13. The Board may, with the approval of two-thirds (2/3) of the members of the Board, elect to reform or reconstitute the Alliance to a stock, mutual, or reciprocal insurance company operating as a captive, Risk Retention Group, or other risk sharing entity.
14. The Alliance shall maintain a fiscal year ending December 31.

ARTICLE XIII – AGENT AND OFFICE

The agent of the Alliance for service of notice shall be the Administrator, 208 Island Drive, Ft. Pierre, SD 57532.

ARTICLE XIV – NOTICE

All notices required to be given under this Agreement pursuant to Article IX shall be in writing and sent by certified mail, return receipt requested, with postage prepaid. Notices by a Member to the Alliance shall be sent to the address in Article XIII to the attention of the Administrator. Notices to any Member shall be sent to the representative of the Member at the Member's last known address.

Notices to be given under this Agreement pursuant to Article X, 5. shall be sent to all Members or their representatives following Board action.

In the event that any party to this Agreement desires to change its address, notice of change of address shall be sent to the other party in accordance with the terms and provisions in this Article.

In Witness whereof, this Agreement was executed on the _____ day of _____, in the year _____, by the undersigned duly authorized officer of the Governmental Authority indicated below:

GOVERNMENTAL
AUTHORITY: City of Deadwood

Name of Entity

By: _____

PRINT NAME: _____

TITLE: _____

ACCEPTED FOR THE

SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

By: 

TITLE: Executive Director
ADMINISTRATOR ON BEHALF OF ALL OTHER
CURRENT AND FUTURE SIGNATORIES

1-16-18
6C

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of January 15, 2018 ("Effective Date")

between

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

and

Affordably Creative Engineering Services Inc. (ACES) ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Deadwood Pavilion Demolition & Parking Lot, Deadwood, South Dakota ("Project").

Engineer's Services under this Agreement are generally identified as follows:

Investigative Services

- Topographic Survey of Property and adjacent Right-of-Way

Design Services

- Structure Demolition plan and specification preparation
 - Water and Sanitary Sewer services shall be disconnected at the property line
- Prepare Site Improvement Plan for new parking lot
 - Asphalt pavement
- Prepare parking lot Lighting Plan
 - Electrical Engineering Design by a licensed Electrical Engineer
 - Power source and controller at SW corner of property
- Prepare Grading/Stakeout/Drainage Plan
- Prepare Detail Sheets
- Prepare Project Manual
 - Includes complete bidding documents
- Provide an Engineer's Estimate

Bidding Services

- Advertise in the Rapid City Journal on March 14 and 21, 2018
- Advertise at the Construction Industry Center (C.I.C) in Rapid City
- Conduct Pre-Bid Meeting
- Conduct Bid Letting
- Provide Award Recommendation
- Provide Design Interpretation and Clarification

Construction Administration Services

- Conduct Pre-Demolition/Construction Meeting
- Shop drawing review
- Includes site visits through demolition and construction
- Observation Reports with Photos
- Final Project Walk-Through
 - Prepare Punch List, as required
- Review and provide recommendation for contractor pay applications

All design work will meet City of Deadwood Standards.

Excluded Services:

- Geotechnical testing with report
- Structural design or future development design
- Asbestos inspection of the structure and required abatement

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner in writing, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 8.01 and 8.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period:

Notice to Proceed (Commission Meeting)	January 2, 2018
Preliminary Design Submitted to City Staff	February 2, 2018
City Review and Comment Period	February 5 – 9, 2018
Final Design Submitted to City Staff	February 23, 2018
City Review and Comment Period	Feb. 26 – March 2, 2018

Authorization to Advertise Project (Commission Meeting)	March 5, 2018
Advertise in Rapid City Journal (and at C.I.C., Rapid City)	March 14 & 21, 2018
Bid Letting	Tues., March 27, 2018
Award of Project to Prime Contractor (Commission Meeting)	April 2, 2018
Demolition, possible commencement	April 16, 2018
Substantial Completion (Parking Lot Open)	May 21, 2018

** Note – Schedule for construction and substantial completion will be weather dependent*

- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding 12 months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer,

as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- H. To the fullest extent permitted by law, Engineer (1) waive against Owner, and employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability under this Agreement shall be limited to Engineer's total liability coverage which shall not be less than \$1,000,000.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

6.01 Dispute Resolution

- A. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

7.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.01 Basis of Payment—Lump Sum

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:
 - 1. A Lump Sum amount of \$ 19,600.00
(Nineteen Thousand, Six Hundred Dollars and No Cents)
plus applicable taxes.

B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

8.02 *Additional Services:* For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates and reimbursable expenses are attached as Appendix 1.

Attachments: Appendix 1, Engineer's Standard Hourly Rates.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: _____

By: _____

Print: _____

Title: _____

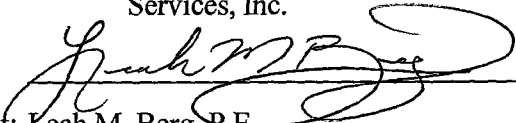
Date Signed: _____

Address: _____

Phone/Fax: _____

Email: _____

ENGINEER: Affordably Creative Engineering
Services, Inc.

By:  _____

Print: Leah M. Berg, P.E. _____

Title: President _____

Date Signed: January 5, 2018 _____

Address: _____

324 St. Joseph Street, Suite 200 _____

Rapid City, SD 57701 _____

Phone/Fax: 605-545-1120 / 605-716-1144 _____

Email: LBerg@proacesinc.com _____

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated January 15, 2018.

Engineer's Standard Hourly Rates

A. *2018 Standard Hourly Rates:*

<u>ACES Staff</u>	<u>Hourly Rate</u>
Principal Engineer / PE	\$ 135.00
Project Engineer	\$ 100.00
Engineer / EIT	\$ 80.00
Drafting	\$ 65.00
Clerical	\$ 30.00

No additional charge for reimburseables.

- 16-18
6 D

AGREEMENT BETWEEN
THE CITY OF DEADWOOD AND
DAKOTA RESEARCH SERVICES

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and DAKOTA RESEARCH SERVICES, with its principal place of business located at 13110 Michelle Drive, Rapid City, South Dakota 57702-8501, hereinafter referred to as "DAKOTA RESEARCH;"

WHEREAS, DAKOTA RESEARCH has agreed to perform specific tasks concerning mine timbers from the Deadwood area; and

WHEREAS, the purpose of this agreement, herein referred to as the "Agreement," is to set forth the terms and conditions for which DAKOTA RESEARCH shall use in the processing of the Cadillac Jack mining timbers; and

WHEREAS, the CITY has accepted the proposal from DAKOTA RESEARCH and based upon the representations made above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement.
2. The CITY shall provide a camera for photographing items for archives.
3. DAKOTA RESEARCH will provide 3 days (24 hours) of research time.
4. DAKOTA RESEARCH shall be paid an amount not to exceed Forty and 00/100 Dollars (\$40.00) per hour, a project maximum of Nine Hundred Sixty and 00/100s Dollars (\$960.00) for work completed.
5. DAKOTA RESEARCH shall, with collaboration from the CITY, prepare a presentation for the June Mining History Conference at no charge to the CITY.
6. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties.

7. DAKOTA RESEARCH shall comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein.
8. DAKOTA RESEARCH agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of DAKOTA RESEARCH in connection with this agreement or services performed or materials provided pursuant to this contract.
9. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days' notice to DAKOTA RESEARCH.
10. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

Dated this ____ day of _____, 201__.

CITY OF DEADWOOD

ATTEST:

By: _____
Charles M. Turbiville, Mayor

Mary Jo Nelson
City Finance Officer

DAKOTA RESEARCH

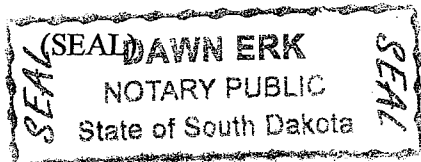
By: Jeff Buechler
Jeff Buechler

Its: Owner

State of South Dakota)
County of Pennington) SS

On this 29th day of December, 2017, before me, the undersigned officer, personally appeared Jeff Buechler, the owner of DAKOTA RESEARCH, the person whose name is subscribed to the foregoing instrument and acknowledged that he/she executed the same for the purposes therein contained.

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



Dawn Erk
Notary Public
My Commission Expires: July 5, 2019

1-16-18
CE

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

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

The parties acknowledge HPC has previously established a Revolving Loan Fund, and related programs for the purpose of making commercial and residential loans for the rehabilitation of residences, buildings, structures, improvements, and retaining walls located within the City of Deadwood. The parties further acknowledge they have previously entered into Agreements in which NHS has contracted with HPC to provide administrative services in connection with the Revolving Loan Fund Program. HPC wishes to contract with NHS for providing administrative services for the period from January 1, 2018, through December 31, 2018, and therefore mutually agree as follows:

I.

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

II.

HPC agrees to reimburse NHS for ELIGIBLE COSTS incurred by NHS pursuant to this Agreement, subject to a maximum of Sixty Thousand Dollars (\$60,000.00) for the period beginning January 1, 2018, and ending on December 31, 2018. The amount of such reimbursement shall be at hourly rates included in the attached Rate Sheet, with total amounts to

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

III.

The term of this Agreement shall commence on the 1st day of January, 2018, and continue through the 31st day of December, 2018, unless terminated or re-negotiated earlier, as provided herein.

IV.

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

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

V.

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

VI.

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

VII.

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

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

Dated this ____ day of _____, 2018.

HISTORIC PRESERVATION COMMISSION

By: _____
Its: _____

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

On this ____ day of _____, 2018, before me, the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the Chairman of the Historic Preservation Commission, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

(SEAL)

Notary Public

My Commission Expires: _____

Dated this ____ day of _____, 2018.

NEIGHBORHOOD HOUSING SERVICES
OF THE BLACK HILLS

By: _____

Its: _____

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

On this ____ day of _____, 2018, before me, the undersigned officer,
personally appeared _____, known to me or satisfactorily proven to be
the person whose name is subscribed to the within instrument and acknowledged that he/she
executed the same for the purpose therein contained.

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

(SEAL)

Notary Public

My Commission Expires: _____

Dated this ____ day of _____, 2018.

CITY OF DEADWOOD

By _____

Charles Turbiville

Its: Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

1-16-18
CF

**ADDENDUM TO SECOND AMENDED SETTLEMENT AGREEMENT WITH
HAVERBERG ENTITIES DATED JUNE 10, 2014**

This addendum to the Second Amended Settlement Agreement dated June 10, 2014 between the CITY OF DEADWOOD, (hereinafter referred to as "CITY") and Blake D. Haverberg and Melanie D. Haverberg; Martin Mason Restoration, LLC, a South Dakota limited liability company, Blake D. Haverberg, Managing Member; Haverberg Family Limited Partnership, a Michigan limited partnership, Blake D. Haverberg, General Partner; Gallows, LLC, a South Dakota limited liability company, Deadwood Development Co., Inc., Managing Member and Deadwood Development Co., Inc., a South Dakota business corporation, Blake D. Haverberg, President (hereinafter collectively referred to as the "HAVERBERG ENTITIES").

WHEREAS, the purpose of this addendum is to modify the terms and conditions of the original agreement between CITY and HAVERBERG ENTITIES to provide adjustments to the Terms of Settlement and Default sections of the Second Amended Settlement Agreement; and

WHEREAS, based upon the representations and understanding of each party, CITY and HAVERBERG ENTITIES agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CITY proposes and HAVERBERG ENTITIES accepts the amendment of Section 2:

Terms of Settlement (F) to be amended and read as follows:

"If the Haverberg Entities do not exercise the option to purchase the properties on or before December 31, 2022, the Second Amended Lease Agreement with Option to Purchase shall expire upon its terms and City shall be entitled to immediate possession of the Martin-Mason, Wooden Nickel and Lee Street Station properties in accordance with the terms of the Second Amended Lease Agreement with Option to Purchase attached heretofore as Exhibit A and Deadwood is free to sell the Martin-Mason, Wooden Nickel and Lee Street Station properties."

3. CITY proposes and HAVERBERG ENTITIES accepts the amendment of Section 2:

Terms of Settlement (G) to be amended and read as follows:

“If the Haverberg Entities default under the terms of the herein Second Amended Settlement Agreement or the Second Amended Lease Agreement with the Option to Purchase, Deadwood may evict the haverberg entities from the Martin-Mason, Wooden Nickel and Lee Street Station properties.”

4. CITY proposes and HAVERBERG ENTITIES accepts the amendment of Section 2:

Terms of Settlement (I)(2) to be amended and read as follows:

“Beginning on or before January 15, 2018, the Haverberg entities shall pay Deadwood lease payments in the amount of Nine Thousand Nine Hundred Thirty Six and 80/100 Dollars (\$9,936.80) per month. The Haverberg Entities agree that monthly lease payments will be made directly to Deadwood each month thereafter with a final balloon payment of One Million Three Hundred Forty Three Thousand Three Hundred Seventy Seven and 44/100 Dollars (\$1,343,377.44) due on or before December 31, 2022 unless the option to purchase set forth in the Second Amended Lease Agreement with Option to Purchase is executed prior to December 31, 2022. Attached hereto as Exhibit B is an amortization schedule for the lease term.”

5. CITY proposes and HAVERBERG ENTITIES accepts the amendment of Section 3:

Default(C)(2) to be amended as follows:

“During this lease term, Deadwood agrees to accept monthly rental payments in the amount of Nine Thousand Nine Hundred Thirty Six and 80/100 Dollars (\$9,936.80) pursuant to the Second Amended Lease Agreement with Option to Purchase executed contemporaneously of this addendum to the Second Amended Settlement Agreement.”

6. CITY proposes and HAVERBERG ENTITIES accepts the amendment of Section 3: Default (C)(3) to be amended as follows:

“Deadwood agrees that should the Haverberg Entities elect to exercise their option to purchase pursuant to the terms of the Second Amended Lease Agreement with Option to Purchase, by tendering full purchase price set forth in the Second Amended Lease Agreement with Option to Purchase, on or before December 31, 2022, it will take all steps necessary to close on the transaction to the terms of the Second Amended Lease Agreement with Option to Purchase.”

7. This addendum is hereby incorporated into the agreement between CITY and HAVERBERG ENTITIES dated June 10, 2014 and both documents constitute the entire agreement of the parties. There are no other terms, conditions or understandings of any kind, expressed or implied.

8. The remainder of the provisions of the agreement between the parties dated June 10, 2014, shall remain in full force and effect.

Dated this ____ day of _____, 2018.

CITY OF DEADWOOD

By _____
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

Dated this ____ day of _____, 2018.

Blake D. Haverberg

Melanie D. Haverberg

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF _____)

On this ____ day of _____, 2018, before me, the undersigned officer, personally appeared Blake D. Haverberg and Melanie D. Haverberg, known to me or satisfactorily proven to be the persons whose names are subscribed to the foregoing instrument, and acknowledged that they executed the same 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:

HAVERBERG FAMILY LIMITED PARTNERSHIP

By: _____
Blake D. Haverberg, General Partner

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF _____)

On this ____ day of _____, 2018, before me, the undersigned officer, personally appeared Blake D. Haverberg, known to me or satisfactorily proven to be the General Partner of Haverberg Family Limited Partnership, 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:

MARTIN-MASON RESTORATION, LLC

By: _____
Blake D. Haverberg, Managing Member

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF _____)

On this ____ day of _____, 2018, before me, the undersigned officer, personally appeared Blake D. Haverberg, known to me or satisfactorily proven to be the Managing Member of Martin-Mason Restoration, LLC, 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:

GALLOWES, LLC

By: _____
Blake D. Haverberg, President of
Deadwood Development Co., Inc.
Its: Managing Member

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF _____)

On this ____ day of _____, 2018, before me, the undersigned officer, personally appeared Blake D. Haverberg, known to me or satisfactorily proven to be the President of Deadwood Development Co., Inc., the Managing Member of Gallows, LLC, 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:

DEADWOOD DEVELOPMENT COMPANY, INC.

By: _____
Blake D. Haverberg, President

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF _____)

On this ____ day of _____, 2018, before me, the undersigned officer, personally appeared Blake D. Haverberg, known to me or satisfactorily proven to be the President of Deadwood Development Co., Inc., 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:

EXHIBIT A

[see attached Second Amended Lease Agreement with Option to Purchase]

EXHIBIT B

[see attached Amortization Schedule]

SECOND AMENDED LEASE AGREEMENT WITH OPTION TO PURCHASE

This SECOND AMENDED LEASE AGREEMENT WITH OPTION TO PURCHASE (hereinafter "Second Amended Lease Agreement") is made and entered into the ____ day of _____, 2018, by and between Deadwood Historic Preservation Commission and the City of Deadwood, with principal offices located at 108 Sherman Street, Deadwood, SD 57732, (hereinafter referred to as "Landlord") and Blake D. Haverberg and Melanie D. Haverberg; Martin Mason Restoration, LLC, a South Dakota limited liability company; Haverberg Family Limited Partnership, a Michigan limited partnership; Gallows, LLC, a South Dakota limited liability company; and Deadwood Development Co., Inc., a South Dakota business corporation; with an address of 470 Main Street, Deadwood, South Dakota 57732, with a copy to 101 ½ N. Mill Street, P.O. Box 111, Northport, Michigan 49670 (hereinafter collectively referred to as "Tenant"). The purpose of this Second Amended Lease Agreement with Option to Purchase is to amend the terms of a Second Amended Settlement Agreement dated June 10, 2014 and Addendum dated _____, 2017 which is incorporated herein by reference

ARTICLE 1 LEASED PROPERTY

1.1 Lease of Property. Subject to the terms and conditions of this Second Amended Lease Agreement, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, the real property and improvements located on property legally described as:

Lots 1 and 2 in Block 28 of the City of Deadwood, as shown in Plat of Block 28 recorded in Plat Book 5 Page 93, office of the Lawrence County Register of Deeds, Lawrence County, South Dakota.

Lots 3, 4, 5 and 6 and also that portion of Clark's Subdivision of Block 28 which lies north of the north end line of Lot 8 of said Block 28, projected westerly to the westerly side of said Clark's Subdivision of said Block 28 as said subdivision appears on the plat thereof recorded in the Register of Deeds office for said County and State in Plat Book 5, Page 93; the portion of said Clark's Subdivision above referred to being formerly Lot 7 and the northerly part of Lots 9 and 10 of said Block 28.

Hereinafter; the real property and improvements are occasionally referred to collectively as the "Leased Property."

1.2 Quiet Enjoyment. Landlord covenants and agrees that so long as Tenant is not in default under the terms of this Second Amended Lease Agreement or the Second Amended Settlement Agreement dated June 10, 2014, Tenant shall have quiet and peaceful possession of the Leased Property and enjoy all of the rights granted without interference.

1.3 Possession "As Is". Tenant hereby accepts possession of the Leased Property in its "As Is" condition. The Tenant assumes possession of the Leased Property on the Commencement

Date, described in 2.1. Tenant accepts all risks and liabilities associated with such possession from such Commencement Date through the term of this Second Amended Lease Agreement.

ARTICLE 2 TERM

2.1 Initial Term. The term of this Second Amended Lease Agreement shall begin on January 1, 2018, (the "Commencement Date") and shall expire on December 31, 2022.

ARTICLE 3 USE OF LEASED PROPERTY

Tenant shall use the Leased Property for purpose of the operation of a hotel, gaming establishment, restaurant and other retail businesses. The Leased Property shall be used for no other purpose without the prior written consent of Landlord which consent will not be unreasonably withheld.

ARTICLE 4 RENT

4.1 Base Rent. The Base Rent for the term of the lease shall be Nine Thousand Nine Hundred Thirty Six and 80/100 Dollars (\$9,936.80) per month which shall be due and payable on or before the fifteenth (15th) day of each month during the term of this lease with a final rental payment due on or before December 31, 2022.

4.2 Additional Rent. The Base Rent set forth above shall be on a pure "triple net" basis, as that term is used and understood in connection with the leasing of real property. Accordingly, as Additional Rent, Tenant shall pay beginning on the Commencement Date, directly to the appropriate authorities or to Landlord, as the case may be, all taxes as described in Article 5 of this Second Amended Lease Agreement; all utilities as described in Article 6 of this Amended Lease Agreement; all repairs and maintenance as described in Article 7 of this Second Amended Lease Agreement; Tenant's insurance as described in Article 11 of this Second Amended Lease Agreement, and any other expenses or charges of any kind and without limitation, with respect to or incurred in connection with the possession, occupation, operation, alteration, maintenance, repair and use of the Leased Property. Because all such charges are Additional Rent and upon the failure of Tenant to pay any of such charges, Landlord shall have all rights and remedies provided for herein for failure of Tenant to pay rent.

4.3 Late Fee. A late fee of Ten Percent (10%) of the Base Rent will be assessed for each and every Base Rent payment, which is received more than five (5) days from the Base Rent due date. Such fee will be cumulative and assessed for each and every successive month such payment is late.

ARTICLE 5 TAXES AND ASSESSMENTS

Tenant agrees to pay, as additional rent, all taxes of any kind, which may be taxed, charged, levied, assessed or imposed on the Leased Property during the term of this Amended Lease Agreement, including any improvements placed on the Leased Property ("taxes").

ARTICLE 6 UTILITIES

All utility services on the Leased Property shall be the sole responsibility of Tenant. Tenant shall pay or cause to be paid all charges for water, gas, sewer, electricity, light, heat, air conditioning, power, telephone or other service of any kind whatsoever submitted, rendered or supplied in connection with the Leased Property ("utilities"). All utilities shall be contracted in Tenant's name.

ARTICLE 7 REPAIRS AND MAINTENANCE

7.1 Maintenance and Repairs. Tenant, at Tenant's sole cost, agrees to keep and maintain the Leased Property in a safe, orderly and sanitary condition, will suffer no waste or injury to the Leased Property other than normal wear and tear, and will at the expiration or other termination of this Second Amended Lease Agreement, surrender the Leased Property with all improvements in the same order and condition in which they were on the Commencement Date, ordinary wear and tear and casualty damage to the extent covered by insurance excepted. All alterations, decorations, additions or improvements in or to the Leased Property made by Tenant shall become the property of Landlord upon termination of this Second Amended Lease Agreement and shall remain upon and be surrendered with the Leased Property. Tenant may nevertheless remove at or prior to the termination of this Second Amended Lease Agreement, any fixtures, furniture, signs; personal property or other equipment installed at Tenant's expense, provided that all damage to the Leased Property caused by any such removal shall be repaired by Tenant. Without limitation, Tenant will maintain, repair, and replace HVAC systems; Parking lots, Roof and all appurtenances of the building as is reasonably necessary. Tenant will maintain the exterior and interior of the Leased Property in an orderly manner, including periodic painting, at no cost to Landlord.

7.2 Alterations. Subject to the prior written consent of Landlord, which permission shall not be unreasonably withheld, Tenant shall have the right to make such additions, alterations, changes or improvements to the Leased Property as Tenant shall deem necessary or desirable for Tenant's business. All additions, alterations, changes and improvements shall be made in a workmanlike manner, in full compliance with all building laws and ordinances applicable thereto, and when permitted to be made shall become part of the Leased Property and shall be surrendered as a part of the Leased Property upon the termination of this Second Amended Lease Agreement. At any time during the lease term, the Tenant may place signs on the property.

ARTICLE 8
LANDLORD'S ACCESS TO LEASED PROPERTY

8.1 Inspection of Leased Property by Landlord. Tenant agrees to permit Landlord to enter the Leased Property during usual business hours and upon reasonable notice to Tenant for the purpose of inspecting the Leased Property.

ARTICLE 9
MECHANIC'S LIENS

Tenant agrees that if any mechanic's liens are filed, they will be discharged within a period of thirty (30) days after the Tenant has notice of filing of a final judgment. Notwithstanding the foregoing, in the event Tenant appeals any final judgment, the same need not be satisfied provided that Tenant shall within thirty (30) days appeal such judgment. In the event of appeal, Tenant shall file a bond or other security in the full amount of such lien with interest to guarantee the payment thereof in the event such lien is found to be valid.

ARTICLE 10
COMPLIANCE WITH LAWS

10.1 Compliance with Laws. Tenant shall, at Tenant's sole cost and expense, comply with all laws and ordinances, and the orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and offices thereof which may be applicable to the Leased Property for the use or manner of use of the Leased Property. Tenant will likewise observe and comply with requirements of all insurance policies at any time in force with respect to the Leased Property.

10.2 Licenses. Tenant shall obtain all appropriate licenses required from all federal, state and municipal governments needed to operate its business on the Leased Property and Tenant shall be responsible to maintain such licenses as long as this Second Amended Lease Agreement is in effect.

ARTICLE 11
INSURANCE

11.1 Tenant's Insurance. Tenant will carry and maintain, at its expense, the following insurance policies effective as of the Commencement Date:

- (a) A public liability insurance policy to afford protection with limits of not less than \$1,000,000 with respect to the personal injury or death of any one person, \$1,000,000 with respect to the personal injury or death occurring or resulting from one occurrence, and \$500,000 with respect to property damage, subject to a loss deductible clause not in excess of \$10,000.
- (b) An all-risk property and casualty insurance policy, written at full insurable value, with a replacement cost endorsement, covering the Leased Property of Tenant's

improvements and personal property in the Leased Property, subject to a loss deductible clause not in excess of \$10,000.

- (c) Any and all policies necessary to insure against any injury occurring during the renovation and remodeling of any facilities on the Leased Property by any agent, contractor, subcontractor, or other third party.

11.2 Policy Requirements. The company or companies writing any insurance required to be carried or maintained pursuant to this Article 11 shall be licensed to do business in the state of South Dakota. Public liability and all-risk property and casualty insurance policies evidencing such insurance shall name Landlord or its designee as an additional insured. All policies shall contain a provision by which the insurer agrees that such policy shall not be cancelled except after thirty (30) days' written notice to Landlord. Each such policy, or a certificate thereof, required to be maintained by Tenant shall be provided to Landlord upon Landlord's request.

ARTICLE 12 DESTRUCTION

12.1 Rights of Tenant. If the Leased Property is damaged so that fifty percent (50%) of the usable space of the Leased Property is rendered unusable, Tenant may either (1) terminate this Second Amended Lease Agreement or (2) continue this Second Amended Lease Agreement and, at its sole cost and expense, whether or not insurance proceeds will be sufficient for that purpose, and regardless of the amount of such destruction, forthwith repair, replace and rebuild the Leased Property. All such repairs, replacements or rebuilding shall be performed in a good and workmanlike manner and in compliance with all existing laws and regulations.

12.2 Rights of Landlord. If the work of repairing, replacing or rebuilding the damaged or destroyed Leased Property does not commence within a reasonable time from the date of any such loss, destruction or damage, or after commencement thereof shall not be expeditiously proceeded with to completion and Tenant has ceased paying rent under the terms of the Second Amended Lease Agreement, Landlord shall have the right to cancel and terminate this Second Amended Lease Agreement upon thirty (30) days' written notice.

12.3 Insurance Proceeds. If this Second Amended Lease Agreement is not terminated, Landlord and Tenant shall disburse and apply any insurance proceeds received by Landlord and Tenant to the restoration and rebuilding of the Leased Property. All insurance proceeds payable with respect to Tenant's personal property shall belong to and shall be payable to Tenant.

ARTICLE 13 CONDEMNATION

13.1 Condemnation. The term "Condemnation", as used in this Second Amended Lease Agreement, shall mean the exercise of the power of eminent domain by any person, entity, body, agency or authority, or private purchase in lieu of eminent domain such that (a) that part so taken includes all or part of the Leased Property, or (b) that part so taken eliminates or adversely affects access to any public street or highway, or (c) the entire Property is taken.

13.2 Right to Proceeds. If the Leased Property or any part thereof shall be taken to condemnation proceedings, Tenant shall have the right to participate in any proceedings pertaining to the condemnation and Landlord and Tenant shall each be entitled to their separate claims based on their respective interests even if a single award for all damages is given by the condemning authority.

13.3 Total Taking. If at anytime during the term of this Second Amended Lease Agreement the whole or substantially all of the Leased Property shall be taken by Condemnation, this Second Amended Lease Agreement shall terminate and expire on the date upon which title shall vest in the condemning authority and the rent provided to be paid by Tenant shall be apportioned and paid to such date.

13.4 Distribution of Award. In the event of a taking by Condemnation, which results in the termination of this Second Amended Lease Agreement, the rights of Landlord and Tenant in any award shall be as follows and in the following order of priority:

- (a) First, the unpaid balance of principal and interest due on any mortgage on the Leased Property shall be paid to the holder of such mortgage;
- (b) Landlord shall then retain that part of the award attributable to the real property and improvements limited to the amount owed to the Landlord;
- (c) Tenant shall be entitled to that part of the award attributable to furniture, fixtures, equipment and other personal property and any consequential and severance damages for the value of Tenant's interests in the remaining term of this Second Amended Lease Agreement.

13.5 Partial Taking. In the event of a partial taking which shall not result in the termination of this Second Amended Lease Agreement, Landlord and Tenant, based on their separate claims, shall promptly proceed to repair, rebuild or restore the remainder of any Improvements affected thereby to a complete and self-contained architectural unit, for the purposes and uses to which Tenant was putting the Leased Property before the taking.

ARTICLE 14 ASSIGNMENT AND SUBLETTING

Tenant shall not assign, hypothecate or pledge this Second Amended Lease Agreement or sublet the Leased Property either voluntarily or by operation of law without the prior written consent of Landlord which consent will not be unreasonably withheld or delayed.

ARTICLE 15 OPTION TO PURCHASE

In consideration of the rental payment made by Tenant to Landlord as set forth above, and in consideration of the mutual covenants contained in this agreement, Landlord does hereby

grant to Tenant the exclusive right and option to purchase the leased premises from Landlord ("the Option"), subject to the following terms and conditions.

15.1 Term. The Option shall originate on the day of execution of this Second Amended Lease Agreement, and shall terminate on December 31, 2022, unless exercised at that time or prior thereto.

15.2 Notice of Exercise. The Option is to be exercised by Tenant by providing written notice thereof, sent by certified mail, to Landlord at the last known address of Landlord, or at such other address or location provided to Tenant by Landlord. The Option can only be exercised for the entire leased premises, not a portion thereof.

15.3 Purchase Price of Leased Premises. The purchase price for the leased premises subject to the Option shall be calculated as follows:

The total debt owed by Tenant as of January 1, 2018 is One million Six Hundred Forty Two Thousand Seven Hundred Thirty Four and 87/100 Dollars (\$1,642,734.87). As part of this Second Amended Lease Agreement as well as the Second Amended Settlement Agreement dated June 10, 2014, the parties agree to an interest rate of 4% per annum from the time of execution. The purchase price shall consist of the total debt of One Million Six Hundred Forty Two Thousand Seven Hundred Thirty Four and 87/100 Dollars (\$1,642,734.87) together with interest calculated to the date of closing, less any rental payments made between January 1, 2018 and the date of closing.

Real estate taxes shall be prorated to the date of Closing on the purchase of the leased premises.

15.4 Payment of Purchase Price. In the event the Option is exercised, the parties understand and agree the total purchase price shall be paid in cash or certified funds at Closing.

15.5 Closing. Closing on the purchase of the leased premises shall occur not more than sixty (60) days following receipt by Landlord of Tenant's notice of exercising Option. Closing shall occur at a mutually agreed upon location.

15.6 Costs. All costs associated with the notice of exercise and the closing on the leased premises, including any title insurance if so desired by Tenant, shall be borne exclusively by Tenant. It is the intent of the parties that Landlord shall bear no expense associated with the Option or the purchase of the leased premises.

15.7 Formal Agreement. The parties agree that upon exercise of the Option a formal purchase agreement shall be drafted to commemorate the terms and conditions of the purchase of the leased premises by Tenant. The purchase agreement shall contain all those terms typical and customary for a transaction of this nature, including without limitation appropriate indemnification provisions. The cost to prepare the purchase agreement shall be paid equally by Tenant and Landlord.

15.8 Recordation. The parties agree they shall execute a Short Form Option, which shall be recorded in the office of the Register of Deeds, Lawrence County, South Dakota.

ARTICLE 16 DEFAULT

16.1 Default by Tenant. If default shall be made in the payment of the rent or any installment, or in the payment of any other sum required to be paid by Tenant under this Second Amended Lease Agreement or if default shall be made in the performance of any of the other terms or conditions of this Second Amended Lease Agreement which Tenant is required to observe and perform in this Second Amended Lease Agreement or if a receiver or trustee is appointed for Tenant or its property, or if Tenant shall abandon or vacate the premises during the Term, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Second Amended Lease Agreement and avail itself of any remedies against Lessee existing at the time of said default under the laws of the state of South Dakota as well as any of the following remedies:

- (a) Taking possession of the Leased Property and terminating this Second Amended Lease Agreement.
- (b) Bringing legal action for all fixed rent and additional rent due and to become due under this Second Amended Lease Agreement and for any damages sustained by Landlord.
- (c) Continuing this Second Amended Lease Agreement in effect and re-letting the Leased Property under such terms and conditions as Landlord may deem advisable with Tenant remaining liable for all fixed rent and additional rent plus any repairs and alterations necessary to prepare the Leased Property for re-letting, less rent received from re-letting, if any. Landlord shall be obligated to use its best efforts to re-let the Leased Property.
- (d) Landlord may remedy the default and charge the Tenant for the cost of the remedy, which amount shall be due and payable immediately to Landlord. The default and remedy shall be determined by an independent third party.

Tenant agrees to pay all attorneys' fees and other costs and expenses incurred by Landlord in enforcing any of Tenant's obligations under this Second Amended Lease Agreement as may be authorized or permitted by South Dakota law.

16.2 Landlord's Default. Upon the occurrence and continuance of an event of default by Landlord, Tenant shall give Landlord thirty (30) days written notice of default specifying the event of default and the action required to cure the default.

16.3 Option to Purchase. In the event of Default by Tenant, the Option to Purchase set forth above shall be terminated. Tenant shall forthwith immediately vacate the premises.

ARTICLE 17 BANKRUPTCY

If Tenant, shall at any time during the Term either (1) become insolvent, (2) have proceedings in bankruptcy instituted by or against them, (3) compound their debts or assign over their estate or effects for payment thereof, (4) have any execution or attachment issued against them, or their effects, and the Leased Property shall be taken or an attempt shall be made to take them, or (5) have a receiver or trustee appointed over their property, it shall be lawful for Landlord to immediately and without further notice enter on the leased premises or any part thereof and to repossess the leased premises and treat the same as a default.

ARTICLE 18 INDEMNIFICATION

18.1 By Tenant. Tenant agrees to indemnify and save Landlord harmless from any and all claims, damages, costs and expenses including reasonable attorney's fees arising out of or in connection with the conduct of the management of the business conducted by Tenant on the Leased Property.

18.2 Waiver. Landlord shall not be liable to Tenant and Tenant waives all claims for damages to persons or property sustained by Tenant, its agents, servants, invitees (and/or customers) arising out of Tenant's use of the Leased Property provided, however, that this paragraph shall not relieve Landlord from liability for the negligence or intentional acts of its agents, servants or employees.

ARTICLE 19 CERTIFICATES BY TENANT AND LANDLORD

Landlord and Tenant shall, at any time and from time to time, upon not less than (20) days' prior notice, execute and acknowledge to the other, statements in certifying that this Second Amended Lease Agreement is in full force and effect and such other matters as requested by the other party or any third party requesting such a certificate. Any such statement delivered pursuant to this Article may be relied upon by Landlord, Tenant or any third party requesting the certificate.

ARTICLE 20 NOTICE

All notices or demands which shall be required or permitted by law or any provisions of this Second Amended Lease Agreement shall be personally delivered or sent by United States mail, postage prepaid, to the addresses of Landlord and Tenant indicated in the opening paragraph of this Second Amended Lease Agreement. Such notices shall be properly given if directed to those addresses until notice is given, in the manner described above, to change such address.

ARTICLE 21 WAIVER

Failure of Landlord to insist upon the strict performance of any or all of the terms or conditions of this Second Amended Lease Agreement shall not constitute, nor be construed as, a waiver of Landlord's right to thereafter enforce any such terms or conditions, but the same shall continue in full force and effect.

ARTICLE 22 HOLDING OVER

If Tenant continues to occupy the Leased Property after the expiration of the term, such holding over shall not operate to extend or renew this Second Amended Lease Agreement, but shall be construed as a tenancy from month to month which may be terminated by either party upon thirty (30) days prior written notice. Such month-to-month tenancy by Tenant shall be subject to all the terms and provisions of this Second Amended Lease Agreement.

ARTICLE 23 ENVIRONMENTAL WARRANTIES

Tenant warrants that it will obtain all permits, licenses and other authorizations which are required under any laws relating to pollution or protection of the environment including laws relating to emissions, discharges, releases or threatened releases of pollutants, contaminants or chemical or industrial toxic or hazardous substances or wastes into the environment. Tenant further warrants that it will be in full compliance with all terms of the required permits, licenses and authorizations. Tenant shall hold the Landlord harmless from any liability of any kind arising out of the above including, but not limited to, a reasonable attorney fee for any litigation in which the Landlord is made a party or is threatened to be made a party.

ARTICLE 24 GENERAL PROVISIONS

24.1 Captions. The captions and headings contained in this Second Amended Lease Agreement are for convenience only and are not a part of this Second Amended Lease Agreement. Captions and headings shall not in any way limit or amplify the terms or provisions of this Second Amended Lease Agreement.

24.2 Successors and Assigns. This Second Amended Lease Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

24.3 Construction. The language in all parts of this Second Amended Lease Agreement shall be in all cases construed according to its fair meaning and not strictly for or against Landlord or Tenant. If any terra, covenant, condition or provision of this Second Amended Lease Agreement is held by a court of competent jurisdiction to be invalid, void or unreasonable, the remainder of the provisions of this Second Amended Lease Agreement shall remain in full force and effect.

24.4 Short Form Lease Agreement. Landlord and Tenant may execute a short form of this Second Amended Lease Agreement on a document witnessed and acknowledged in a form capable of being recorded in the public records of the county where the Leased Property is located.

24.5 Law Governing. This Second Amended Lease Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota.

24.6 Entire Agreement. This Second Amended Lease Agreement shall constitute the entire agreement between the parties and shall supersede any prior agreements or understandings, whether or oral, which the parties may have had relating to this Second Amended Lease Agreement and/or Leased Property. No subsequent alteration, amendment, change or addition to this Second Amended Lease Agreement shall be binding upon Landlord or Tenant unless reduced to writing and signed by both Landlord and Tenant.

24.7 Counterparts. This Second Amended Lease Agreement may be executed in one or more counterparts, each of which shall be deemed an Original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amended Lease Agreement as of the day and year first above written.

*** * * * * SIGNATURES ON FOLLOWING PAGES * * * * ***

DEADWOOD HISTORIC PRESERVATION COMMISSION

By: _____
Michael Johnson
Its: Chairman

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF LAWRENCE)

On this ____ day of _____, 2018, before me, the undersigned officer, personally appeared Michael Johnson, known to me or satisfactorily proven to be the Chairman of Deadwood Historic Preservation Commission, 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:

CITY OF DEADWOOD

By: _____
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
Finance Officer

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF LAWRENCE)

On this ____ day of _____, 2018, before me, the undersigned officer, personally appeared Charles Turbiville, 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:

Blake D. Haverberg

Melanie D. Haverberg

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF _____)

On this ____ day of _____, 2018, before me, the undersigned officer,
personally appeared Blake D. Haverberg and Melanie D. Haverberg, known to me or
satisfactorily proven to be the persons whose names are subscribed to the foregoing instrument,
and acknowledged that they executed the same 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:

HAVERBERG FAMILY LIMITED PARTNERSHIP

By: _____
Blake D. Haverberg, General Partner

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF _____)

On this ____ day of _____, 2018, before me, the undersigned officer,
personally appeared Blake D. Haverberg, known to me or satisfactorily proven to be the General
Partner of Haverberg Family Limited Partnership, 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:

MARTIN-MASON RESTORATION, LLC

By: _____
Blake D. Haverberg, Managing Member

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF _____)

On this ____ day of _____, 2018, before me, the undersigned officer, personally appeared Blake D. Haverberg, known to me or satisfactorily proven to be the Managing Member of Martin-Mason Restoration, LLC, 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:

GALLOWES, LLC

By: _____
Blake D. Haverberg, President of
Deadwood Development Co., Inc.
Its: Managing Member

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF _____)

On this ____ day of _____, 2018, before me, the undersigned officer, personally appeared Blake D. Haverberg, known to me or satisfactorily proven to be the President of Deadwood Development Co., Inc., the Managing Member of Gallows, LLC, 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:

DEADWOOD DEVELOPMENT COMPANY, INC.

By: _____
Blake D. Haverberg, President

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF _____)

On this ____ day of _____, 2018, before me, the undersigned officer, personally appeared Blake D. Haverberg, known to me or satisfactorily proven to be the President of Deadwood Development Co., Inc., 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:



1-16-R
66

Amendment to Master Lease Agreement

The "Agreement": Master Lease Number Dated December 12, 2017		Date: January 5, 2018
"Lessee"		
City of Deadwood, 102 Sherman Street, Deadwood, SD 57732		
"Lessor"		
TCF Equipment Finance, a division of TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305		

All capitalized terms used but not defined in this Amendment shall have the meanings set forth or referred to in the Agreement.

Upon execution of this Amendment by Lessee and Lessor, the Agreement is hereby amended as follows:

1. **Payments.** Section 3 of the Agreement is hereby amended and restated in its entirety to read as follows:

" PAYMENTS. Lessee shall pay to Lessor: (a) any Advance Rent Payment(s) and Security Deposit set forth in the Schedule, on the date Lessee signs the Schedule; (b) the periodic Rent Payment set forth in the Schedule payable as set forth in the Schedule for the Initial Term and any renewal term; (c) interim rent for each Item from the date accepted to the Commencement Date, at the daily rate equal to the Interim Rent Daily Factor set forth in the Schedule multiplied by the portion of the Total Cost applicable to such Item payable with respect to each calendar month by the 10th day of the following month and in any event on the Commencement Date. Lessor may also charge, and Lessee agrees to pay, Lessor's standard documentation fee. If, for any reason, the final cost (all amounts Lessor pays in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buy out amounts, and any other amounts financed, before application of any subsidies or like amounts) is more or less than the Total Cost in the Schedule (which is based on an estimate), each Rent Payment and the fixed purchase price, if any, will be adjusted to provide Lessor the same yield it would have obtained if such final cost had been equal to such Total Cost. Lessee agrees that the Schedule will be amended to reflect the final Total Cost and adjusted Rent Payment and purchase price, if applicable, by (i) written notice to Lessee for adjustments of 10% or less; or (ii) signed Amendment. The Rent Payment in the Schedule has been indexed to the Swap Rate. "Swap Rate" means, as of the applicable date, the "ICE Swap Rate - USD Rates 1100" as published by Intercontinental Exchange, Inc. on its website, www.theice.com, for a similar term to the Initial Term of the applicable Schedule (interpolated as necessary), for the date that is three (3) business days prior to the applicable date (or, if no rate is quoted for such date, the next business day for which such rate is quoted); or, if such index is no longer available or so published, the rate determined by Lessor under a similar successor index chosen by Lessor in its sole discretion. If such Swap Rate as of the date the final Item is accepted is more than the Swap Rate as of the date of the applicable Schedule, Lessor may increase the Rent Payment accordingly, and on or before the Commencement Date, Lessee will sign an amendment reflecting such increase. Lessee also shall pay all governmental fees, assessments and taxes, however designated, and any penalties or interest thereon, assessed on or related to the rent, this Lease or the Equipment, when due or invoiced; and all costs and charges of every kind regarding importation, shipment, delivery, installation, insurance, possession, use, lease, return, repossession, storage and transfer of any Item, when incurred; and if Lessor, in its discretion, pays any such amount, Lessee shall reimburse Lessor therefore, with interest, on demand, plus Lessor's costs of paying such amounts. Lessor may charge a late fee of 10% of any amount not paid by Lessee within 10 days of its due date hereunder, and all interest provided for under this Lease shall accrue at 18% per annum; provided that in no event shall such late fee or such interest exceed the maximum rate permitted by applicable law. Lessee will pay Lessor on demand a fee, in an amount determined by Lessor, not to exceed the maximum amount permitted by applicable law, for any check or payment returned due to insufficient funds or stop payment. Lessor may apply payments and any security deposit to Lessee's obligations hereunder in such order as it deems appropriate, and will return any unapplied balance to Lessee without interest when all such obligations are satisfied."

Except as specifically amended herein, all of the terms and conditions of the Agreement shall remain in full force and effect and are hereby ratified and affirmed.

This Amendment dated as of the date first set forth above shall not be effective until signed by Lessor.

Lessor: TCF Equipment Finance, a division of TCF
National Bank

By: _____

Title: _____

Lessee: City of Deadwood

By: _____

Title: _____

DAKOTA EQUIPMENT RENTAL

dakotaequipmentrental.com



Chain Saw Center & Dakota Tire

4435 E. Colorado Blvd.
Spearfish, SD 57783
thechainsawcenter.com

1-16-18

64

QUOTATION 1100733

Entered by JS on 01-09-18
Joel Slette

(605) 642-4703 • Fax (605) 642-0700 • (605) 642-5057

ALL EQUIPMENT TO BE RETURNED CLEAN AND FULL OF FUEL.

CUSTOMER #	000120	P.O. #					DATE OUT	01-09-18
							TIME OUT	01:51pm
RENTED TO:	CITY OF DEADWOOD 102 SHERMAN ST		PHONE NUMBER(S)	605 578-2600 605 578-2165		DATE DUE	01-10-18	
	DEADWOOD, SD 57732		DELIVERY	\$ _____/hour		TIME DUE	01:51pm	
JOB ADDRESS	SAME		ON SITE			DATE IN		
						TIME IN		
QTY:	EQUIPMENT #	INTERVAL CHARGE	Meter Out/In	RENTAL RATES (PER EACH ITEM)				
	DESCRIPTION OF ITEM			HOURLY	DAY	WEEK	MONTH	EXTENDED
	8002-1575			MFG HONDA # 1005573				
1	HS1332TA Honda Track Snowblower		2689.99					2,689.99

Rent continues until you call to have equipment picked up or you return it. NO SUNDAY OR AFTER HOUR DROP OFFS. Dakota Equipment Rental has explicit authority to charge the credit card at any time for any rents or changes due Dakota Equipment Rental or Dakota Tire. Lessor does not provide any insurance coverage to Lessee, operator, or other in possession of rented equipment.

DAMAGE WAIVER	Dealer agrees to waive certain damages and loss claims against Customer, which are provided for on the reverse side of this contract, in consideration of the following. A. Customer shall pay a fee of _____% of gross rental charges or \$ _____ per day, or B. A valid certificate of insurance is provided to Dealer prior to the hire of equipment, whereby Dealer is named an additional insured on an insurance policy, covering the risk of loss by damage, death or otherwise, of the subject equipment and said insurance being the primary coverage as against any other insurance which may be provided by Dealer.	SUB TOTAL	2,689.99
DAMAGE WAIVER DECLINED: _____ INIT. _____ I HAVE READ AND I AGREE TO THE CONTRACT TERMS ON THE BACK OF THIS DOCUMENT. THOSE TERMS CONSIST OF OUR ENTIRE AGREEMENT, NO ONE HAS ANY ORAL OR OTHER WRITTEN REPRESENTATIONS OR PROMISES NOT INCLUDED IN THIS CONTRACT.		TAX EXEMP # (BELOW)	
		46-6000091	
		ESTIMATED	2,689.99
ALL CONDITIONS OF THIS CONTRACT ARE ENFORCEABLE BY VERBAL ACCEPTANCE WHETHER SIGNED OR UNSIGNED.			
CUSTOMER SIGNATURE	PRINTED NAME REQUIRED		
X	X		
NOTICE: YOU ARE CHARGED FOR THE TIME EQUIPMENT IS IN YOUR POSSESSION. NOT FOR TIME USED.			

Quote valid for 30 days unless prior arrangements have been made.
Fuel not included in quotes. Cleaning charges apply if not returned clean.

TERMS: DUE IN 30 DAYS
Service Charge of 18% per annum will be charged on all accounts over 30 days.

HOURS:
MON-FRI: 7:30 - 5:30
SAT: 8:00 - 5:00
CLOSED SUNDAYS

** WE APPRECIATE YOUR BUSINESS

**

PAGE 1 OF 1

RENTAL RATES DO NOT INCLUDE: Fuel, Delivery, Damage, Tires, Clean Up, Unusual Wear.
Renter is responsible for daily service, damage, glass and unusual wear.

DAKOTA EQUIPMENT RENTAL

dakotaequipmentrental.com



Chain Saw Center & Dakota Tire

4435 E. Colorado Blvd.
Spearfish, SD 57783
thechainsawcenter.com

1-16-18

64

QUOTATION 1100734

Entered by JS on 01-09-18 Joel Slette

(605) 642-4703 • Fax (605) 642-0700 • (605) 642-5057

ALL EQUIPMENT TO BE RETURNED CLEAN AND FULL OF FUEL.

CUSTOMER #	000120	P.O. #		DATE OUT TIME OUT	01-09-18 01:52pm
RENTED TO:	CITY OF DEADWOOD 102 SHERMAN ST DEADWOOD, SD 57732	PHONE NUMBER(S)	605 578-2600 605 578-2165	DATE DUE TIME DUE	01-10-18 01:52pm
JOB ADDRESS	SAME	DELIVERY	\$ _____/hour	DATE IN TIME IN	
ON SITE					

QTY:	EQUIPMENT #	INTERVAL CHARGE	Meter Out/In	RENTAL RATES (PER EACH ITEM)				
	DESCRIPTION OF ITEM			HOOR	DAY	WEEK	MONTH	EXTENDED
8010-0505								
1	Cheetah, 61" Velocity Deck, 27hp Ka			8495.00				8,495.00

MFG SCAG # L6500576

Rent continues until you call to have equipment picked up or you return it. NO SUNDAY OR AFTER HOUR DROP OFFS. Dakota Equipment Rental has explicit authority to charge the credit card at any time for any rents or charges due Dakota Equipment Rental or Dakota Tire. Lessor does not provide any insurance coverage to Lessee, operator, or other in possession of rented equipment.

DAMAGE WAIVER	Dealer agrees to waive certain damages and loss claims against Customer, which are provided for on the reverse side of this contract, in consideration of the following. A. Customer shall pay a fee of _____% of gross rental charges or \$ _____ per day, or B. A valid certificate of insurance is provided to Dealer prior to the hire of equipment, whereby Dealer is named an additional insured on an insurance policy, covering the risk of loss by damage, death or otherwise, of the subject equipment and said insurance being the primary coverage as against any other insurance which may be provided by Dealer. DAMAGE WAIVER DECLINED: _____ INIT. _____ I HAVE READ AND I AGREE TO THE CONTRACT TERMS ON THE BACK OF THIS DOCUMENT. THOSE TERMS CONSIST OF OUR ENTIRE AGREEMENT, NO ONE HAS ANY ORAL OR OTHER WRITTEN REPRESENTATIONS OR PROMISES NOT INCLUDED IN THIS CONTRACT. ALL CONDITIONS OF THIS CONTRACT ARE ENFORCEABLE BY VERBAL ACCEPTANCE WHETHER SIGNED OR UNSIGNED. CUSTOMER SIGNATURE _____ PRINTED NAME REQUIRED _____ X _____ X _____	SUB TOTAL 8,495.00 TAX EXEMP # (BELOW) 46-6000091 ESTIMATED 8,495.00
--------------------------	--	---

Quote valid for 30 days unless prior arrangements have been made.
Fuel not included in quotes. Cleaning charges apply if not returned clean.

TERMS: DUE IN 30 DAYS
Service Charge of 18% per annum will be charged on all accounts over 30 days.

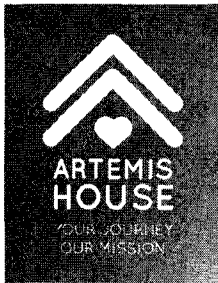
HOURS:
MON-FRI: 7:30 - 5:30
SAT: 8:00 - 5:00
CLOSED SUNDAYS

** WE APPRECIATE YOUR BUSINESS

**

PAGE 1 OF 1

RENTAL RATES DO NOT INCLUDE: Fuel, Delivery, Damage, Tires, Clean Up, Unusual Wear.
Renter is responsible for daily service, damage, glass and unusual wear.



Vision
*Striving for
Violence-free
Communities*

Board of Directors

Tammy Silvernagel
Chairperson

Sharon Culbertson
Vice Chairperson

Amy Lee
Secretary/Treasurer

Renee Bisgaard

Caryn Eisenbraun

Anthony Galbraith

Karen Griffith

Jim Haeder

Verla Little

Staff

Stacy Edwards
Victims Advocate

Cynthia Jensen
Rural Advocate

Mary Koens
Program Director

Julia O'Neil-King
VISTA

Teri Royer
Financial Director

Crystal Thurmes
Shelter Advocate

**Victims of Violence Intervention Program, Inc.
Artemis House**

PO Box 486, Spearfish, SD 57783, 605-642-7825, www.artemishouse.org

January 3, 2018

Ronda Morrison, Finance Officer
City of Deadwood
102 Sherman St
Deadwood, SD 57732

Dear Ronda,

Our organization sincerely appreciates the allocation of \$2,000.00 from the 2018 City of Deadwood budget. Please consider this our request for payment in 2018.

Enclosed is our most recent audit as noted in the requirement by SDCL 9-2-11.

Sincerely,

Teri Royer

Enclosure

1-16-18

61

1-16-B

OK

Your Single Source Service Provider



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

1/5/2018

180105-016-HRTOLA

Tom Law

Rasmussen Mechanical Services
3590 Mayer Ave
Sturgis, SD 57785

*HVAC System for
Police Dept. Expansion*

DEADWOOD CITY HALL

102 SHERMAN STREET
DEADWOOD, South Dakota 57732
United States

Proposal

Tom Kruzel

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

Inclusions

- 2 TON MINI SPLIT
- LINE SET
- WALL BRACKETS
- CONDENSATE PUMP
- WALL CASSETTE
- LABOR FOR COMPLETE INSTALLATION

Exclusions

- LINE VOLTAGE WIRING BY OWNER

Rasmussen Mechanical Services will furnish the Equipment, Materials, Tools, Labor, Supervision and Services as outlined in the above Scope of Work for the net sum of: \$5,861

FIVE THOUSAND EIGHT HUNDRED AND SIXTY ONE DOLLARS AND NO CENTS

Terms & Conditions

- Deposit Required with Contract - \$0

Your Single Source Service Provider |



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

- Monthly payment request (progress billings), per progress schedule.
- Balance is due upon start-up or thirty (30) days after completion of installation or work performed (if start-up is delayed thru no fault of Seller).
- Invoices to be paid, Net 30 Days per Seller's Terms and Conditions, <https://www.rasmech.com/terms>
- Note: For your convenience, monthly payment request invoices will be submitted on or before the end of each month and will be submitted on Seller's Standard Payment Request Forms.

Rasmussen Mechanical Services is grateful for the opportunity to be of service. Thank you for considering our Proposal and we look forward to working with you. If there are any questions, please do not hesitate to contact me.

Buyer's Acceptance

By: _____
Authorized Signature for

Date of Acceptance

Approved by Seller

By: _____
Rasmussen Mechanical Services
11/8/2018
Date of Acceptance

1-10-18
60

Homeland Security Application 2018

Organization: Deadwood Police Department

HLS-2018-Deadwood Police Department-00016

Electronic Signature

I agree that the name shown below fully, accurately, and uniquely identifies me in the Electronic Database for Grant Application & Reporting (EDGAR) system. I am responsible for all uses of my user name and password, and any documents or changes with my credentials. My information will be kept confidential at all times.

I agree that by submission of this form, via the "SAVE" button, continues my electronic signature and the execution of documents in exactly the same manner as if I had signed, by hand, an original, paper version of documents in this system. I agree that I am authorized to apply for grant funding on behalf of the agency I represent and I am authorized to accept any subsequent grant awards.

I will contact the South Dakota of Homeland Security immediately if I believe my credentials have been compromised.

Kelly Fuller

Authorized Signer Signature

Homeland Security Application 2018

Organization: Deadwood Police Department

HLS-2018-Deadwood Police Departmen-00016

Risk Assessment - Not Required for State Agencies

Entity Information

Entity Name:

DUNS:

- 1). Has your entity previously received grant funding from the State? Yes
- 2). Does your entity have a policy regarding conflict of interest? Yes
- 3). Does a conflict of interest exist between your entity and DPS? No
- 4). Does the grant administrator have more than 3 years of experience in managing the objectives expected under this grant program? Yes
- 5). Does the grant administrator and financial staff who will oversee this grant have more than one year prior federal grant award experience? Yes
- 6). How long has your entity been in business? 100+ Years
- 7). Do you plan to turn over the award to another agency to complete the project? No
- 8). Will you hire and sign a contract with someone to complete part of the project? No
- 9). Does your entity have written policies and procedures for the following business processes that meet the minimum federal requirements?* Please see federal requirements shown below at: www.ecfr.gov; Title 2 -> Subtitle A -> Chapter II -> Part 200

a. Grant Compliance (200.302)	✓ Yes	No	
b. Procurement (200.317-200.326)	✓ Yes	No	N/A
c. Fixed Assets & Not Applicable (200.313))	✓ Yes	No	N/A

Accounting System & Financial information

- 1). What was the total budget for your agency in the most recent fiscal year? \$1,137,449.00
- 2). Which of the following best describes your entity's accounting system?

Manual	✓ Automatic	Combination
--------	-------------	-------------
- 3). Does the accounting system identify the deposits and expenditures of program funds for each grant separately?

✓ Yes	No
-------	----
- 4). Are time studies conducted for an employee(s) who receives funding from multiple sources?

Yes	No	✓ N/A
-----	----	-------
- 5). Does your entity have any concerns regarding the ability to provide the required match?

Yes	✓ No	N/A
-----	------	-----

Homeland Security Application 2018

Organization: Deadwood Police Department

HLS-2018-Deadwood Police Departmen-00016

Risk Assessment - Not Required for State Agencies

- | | | | | |
|-----|---|---|------|-------|
| 6). | If utilizing in-kind match, does your entity have a system in place for tracking and evaluating the in-kind match? | Yes | No | ✓ N/A |
| 7). | Did an independent certified public accountant audit your organization's financial statements? | ✓ Yes | No | |
| | a. If yes, for what year? | <div style="border: 1px solid black; padding: 2px; display: inline-block;">2016</div> | | |
| 8). | If your entity received over \$750,000 in federal funds from all sources total last year, was a single audit conducted on the entity per 2 CFR 200.501? | Yes | No | ✓ N/A |
| | a. If yes, were there any audit findings regarding program non-compliance and/or significant internal control deficiency? | Yes | No | |
| 9). | Are there currently any unresolved audit issues? | Yes | ✓ No | N/A |

Completed By:

Kelly Fuller

Name

Chief of Police

Title

1/2/2018

Date

Homeland Security Application 2018

Organization: Deadwood Police Department

HLS-2018-Deadwood Police Departmen-00016

Application

Applicant Name	Kelly Fuller	Date	1/8/2018
Agency	Deadwood Police Department	Agency DUNS Number	129873071
Address	100 Sherman Street		
City	Deadwood		
County	Lawrence County		
State	South Dakota		
Zip Code	57732		
Phone Number	(605) 578-2623		
Email	kelly@cityofdeadwood.com		

Is your agency a State Agency? Yes No

1. Projects receiving State Homeland Security Program grant funds must address one of the five National Preparedness Goal (NPG) mission areas. Select one mission area. *

✓ Prevention - capabilities under this goal prevent or stop a threatened or actual act of terrorism.

Protection - capabilities under this goal strengthen the homeland against acts of terrorism or natural disasters

Mitigation - capabilities under this goal are the steps taken before a disaster that reduce the loss of life and property

Response - capabilities under this goal save lives, protect property and the environment, and meet basic human needs after a disaster has occurred

Recovery - capabilities under this goal assist communities affected by a disaster to recover effectively

2. Each of the NPG mission areas includes a number of core capabilities. You may apply for a project that addresses one of the following capabilities. Select one capability below. *

Cybersecurity. This capability ensures the security of critical information by providing protection against damage, unauthorized use, or the exploitation of electronic communication systems and services.

Examples: equipment or software that protects critical infrastructure electronic communication systems; cybersecurity training and exercises.

Fire Management and Suppression. This capability provides support for projects including structural, wildland, and specialized firefighting capabilities to manage and suppress fires of all types, kinds, and complexities while protecting the lives, property, and the environment in the affected area. Examples: fire department equipment, training, and exercises.

✓ Interdiction and Disruption. This capability enables law enforcement to intercept terrorism threats and conduct counterterrorism operations. Examples: law enforcement such as MDTs, ruggedized computers, and in-car video cameras; surveillance and security equipment to protect critical infrastructure accessible to law enforcement; law enforcement training and exercises with Homeland Security nexus.

Homeland Security Application 2018

Organization: Deadwood Police Department

HLS-2018-Deadwood Police Departmen-00016

Application

Operational Communications. This capability supports the SD Public Safety Communication Council statewide plan. State Radio compatible equipment, training, and exercises assure that public safety agencies can exchange critical information when needed. Examples: digital radios; programming; radio signal, amplifiers; repeaters; interoperable communication training and exercises.

Operational Coordination. This capability includes establishing National Incident Management System (NIMS) compliant command, control, and coordination structures to meet basic human needs, stabilize incidents, and transition to recovery. Examples: Incident Command System (ICS) Training and exercises; emergency operations center or mobile command equipment.

Planning. This capability includes strategic planning, preparedness reports, as well as resource management including credentialing individuals and team typing. Examples: Homeland Security meeting and conference expenses; equipment and software for typing, credentialing, and managing resources; counterterrorism records management systems.

Public Information and Warning. This capability includes delivering timely and accurate information about potential hazards to the community. Examples: warning sirens; telephonic warning systems; training and exercises to test PI&W systems.

Risk Management. This capability protects critical infrastructure by providing threat assessments; security equipment and training; and Citizen Corps Program activities. Examples: FEMA approved critical infrastructure assessments; risk and vulnerability training; generators for public shelters and critical infrastructure; surveillance equipment.

Screening, Search, and Detection. This capability supports emergency responders including veterinarians, laboratories, and medical providers who identify, discover, or locate threats and/or hazards through active and passive surveillance and search procedures. Examples: the use of systematic examinations and assessments, biosurveillance, sensor technologies, or physical investigation and intelligence.

Awards are competitive. Provide a narrative that fully describes your project including a description of how your project relates to the mission area and capability you selected above.

1. Project Title

Ballistic Shield

2. Project Description:

This project will involve the purchase of three (3) NIJ Level 3 folding ballistic shields. The versatility and portability of these shields will allow for easy transport in department patrol vehicles and allow for quick deployment by responding officers in a number of situations.

3. How does your project relate to the mission of Homeland Security: to ensure a homeland that is safe, secure, and resilient against terrorism and other hazards?

This project will better equip the Deadwood Police Department and enhance our capability to prevent or stop a

Homeland Security Application 2018

Organization: Deadwood Police Department

HLS-2018-Deadwood Police Departmen-00016

Application

threatened or actual act of terrorism. The added ballistic protection afforded by this project will increase officer safety and provide tactical and counterterrorism operations with additional options when dealing with armed subject(s). Examples: Active shooter, barricaded subject(s), building search/clearing, high risk vehicle stops etc...

The City of Deadwood has numerous planned special events throughout the year and hosts approximately 2,000,000 visitors annually. This project will enable the Deadwood Police Department to be better prepared in preventing, intercepting or responding to a terrorist incident!

4. Does the project impact a single entity or multiple entities? Describe entities impacted.

This project impacts multiple entities as the Deadwood Police Department routinely provides mutual aid to the Lead Police Department, Lawrence County Sheriff's Office, South Dakota Highway Patrol and the South Dakota DCI.

5. Are you requesting replacement equipment? ✓

If yes, how was the existing equipment funded?

7. Applicant must select a milestone that will measure the progress of your project. Milestones progress must be reported every six months until the project is completed in increments, Jan-June and July-Dec.

Complete Project and Submit Reimbursement Request

Estimated milestone completion date:

6/15/

2018

Homeland Security Application 2018

Organization: Deadwood Police Department

HLS-2018-Deadwood Police Departmen-00016

Budget/Submit

1. Agencies eligible for funding are listed below; select the category that describes your agency. *

State Agency

☒ Public/Local entity

Private/non-profit

2. Select funding category *

☒ Law Enforcement

Discretionary (Other)

3. Will you accept partial funding for your project? *

Yes

Show the budget requested for your project below. Totals will calculate upon **SAVE**.

Equipment must be listed as allowable on FEMA's Authorized Equipment List (AEL) and the AEL number must be shown in the table below.

The link for the AEL is: <https://www.fema.gov/authorized-equipment-list>

Item	Model Number	AEL Number	Price/Unit	# of Units	Total
Minuteman 3 VP Folding Ballistic Shield		01LE-01-SHLD	\$3,550.00	3	\$10,650.00
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
Equipment Subtotal					\$10,650.00

Other expenses: planning, training, exercise, etc.

Total

Other Subtotal

\$0

Application Total (Equipment + Other Expenses): \$10,650.00

Quotes and Sole Source Purchase

Homeland Security Application 2018

Organization: Deadwood Police Department

HLS-2018-Deadwood Police Departmen-00016

Budget/Submit

Two quotes are required for the items you are requesting (attach quotes below). If you do not have two quotes, attach a completed Request for Sole Source Purchase (link to form below). Items on state contract do not require more than a copy of the state contract quote (link website below).

SD Office of Procurement - State Contracts

[Click here for link to Request for Sole Source Purchase Form](#)

Debarment Statement

For any contract funded by federal grant funds expected to equal or exceed \$25,000 per vendor, a search must be performed using the Excluded Parties List System (EPLS) website www.sam.gov to assure that the vendor has not been excluded from doing business with the federal government. Attach the debarment report below.

Instructions for a debarment search are available here:

http://dps.sd.gov/homeland_security/documents/DebarmentSearchProcedures2015.pdf

Please select one of the following:

☒ My project does not equal or exceed \$25,000.

My project does equal or exceed \$25,000 per vendor. For each vendor listed above whose total is equal to or exceeds \$25,000, I have verified that this vendor has no current exclusions.

Attachments

Please attach two quotes, Request for Sole Source and/or debarment report as needed below. You may also attach supplemental information you'd like to include with your application. Documents will upload upon selecting Save.

Attachment

Attachment

Attachment

Attachment

Attachment

For more information on the application process, please contact your Office of Emergency Management Regional Coordinator or call the Office of Homeland Security at (605) 773-3450.

1-16-18
6-7

AGREEMENT BETWEEN
THE CITY OF DEADWOOD and
MEHLBERG CONSTRUCTION

This Agreement, dated this ____ day of _____, 2018 is by and between the CITY OF DEADWOOD, a municipal corporation of 102 Sherman Street, Deadwood, South Dakota 57732 hereinafter referred to as "CITY," and MEHLERG CONSTRUCTION, of 217 Irwin Street, Lead, SD 57754, hereinafter referred to as "CONTRACTOR."

WHEREAS, the purpose of this agreement is to set forth the terms and conditions for which Contractor shall undertake and complete in a professional and workmanlike manner in the building of additional office space in the basement of City Hall work as set forth below; and

WHEREAS, Contractor has agreed to furnish all labor and materials for the building of additional office space in the basement of City Hall in Deadwood, South Dakota, in an amount not to exceed Nine Thousand Six Hundred and 00/100s Dollars (\$9,600.00); and

WHEREAS, CITY has accepted the bid of CONTRACTOR;

Based upon the representations and understanding above the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CONTRACTOR shall provide all materials for the completion of the project.
3. No further changes to this Agreement will be approved by the CITY, unless approved in writing by both parties;
4. CONTRACTOR shall be paid an amount not to exceed Nine Thousand Six Hundred and 00/100s Dollars (\$9,600.00) for completed, approved work.
5. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to CONTRACTOR;
6. CONTRACTOR shall comply with the following provisions:
 - a. Properly sign the area to prevent any injuries to persons or property and to warn and keep people from entering the work area at all times while work is

- underway;
- b. All work shall be done in a professional workmanlike manner;
 - c. All work will be subject to final inspection by Deadwood Public Works Director before acceptance;
 - d. All work is to be completed in accordance with existing building codes;
 - e. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect the from any claims or damages arising out of or in conjunction with the work contemplated herein; and
 - f. Agree to indemnify and hold CITY harmless and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorneys fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.

Dated this ____ day of _____, 2018

CITY OF DEADWOOD

By _____
Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

Dated this ____ day of _____, 2018

MEHLBERG CONSTRUCTION

By _____
_____, Member

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2018, before me, the undersigned officer, personally appeared _____, of Mehlberg Construction known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____

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

1-16-18
6-15

QUIT CLAIM DEED

City of Deadwood, a South Dakota municipality and political subdivision of the State, Grantor, which address is 108 Sherman Street, Deadwood, South Dakota 57732, for and in consideration of One Dollar (\$1) and other good and valuable consideration, conveys and quitclaims to William E. Walsh and Jo Roebuck-Pearson, Grantees, of 36 Lincoln Avenue, Deadwood, South Dakota 57732, all of Grantor's right, title and interest in and to the following-described real estate in the County of Lawrence, State of South Dakota:

Lot 2D of Block 23, O.T., City of Deadwood, Lawrence County, South Dakota.

Exempt from transfer fee pursuant to SDCL 43-4-22(18).

Dated this _____ day of _____, 2018.

CITY OF DEADWOOD:

By: _____
Charles Turbiville Mayor, Grantor

ATTEST:

Mary Jo Nelson
Finance Officer

State of South Dakota)
) ss.
County of Lawrence)

On this the _____ day of _____, 2018, before me, the undersigned officer, personally appeared **Charles Turbiville**, 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 hereunto set my hand and official seal.

(SEAL)

Notary Public
My Commission Expires: _____

1-16-18
8A

NOTICE OF PUBLIC HEARING

ST. PATRICK'S DAY RELAXATION OF OPEN CONTAINER ORDINANCE AND STREET CLOSURE

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 January 16, 2018 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:

Open Container:

Friday March 16, 2018: Relaxation of Open Container Ordinance on Main Street from Tin Lizzie Gaming Resort to Masonic Temple, Broadway St 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 5:00 p.m. to 10:00 p.m.

Saturday March 17, 2018: Relaxation of Open Container Ordinance on Main Street from Tin Lizzie Gaming Resort to Masonic Temple, Broadway St 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.

Main Street Closure:

Pub Crawl: Main Street closure from Wall Street to Pine Street on Saturday March 17, 2018 from noon to midnight or possibility of 3:00 a.m.

Parade: Main Street closure from Tin Lizzie Gaming Resort to Masonic Temple on Saturday, March 17, 2018, from noon until parade ends.


Request to Waive Banner Fee:

For Parade on Saturday March 17, 2018.

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 2nd day of January, 2018.

CITY OF DEADWOOD

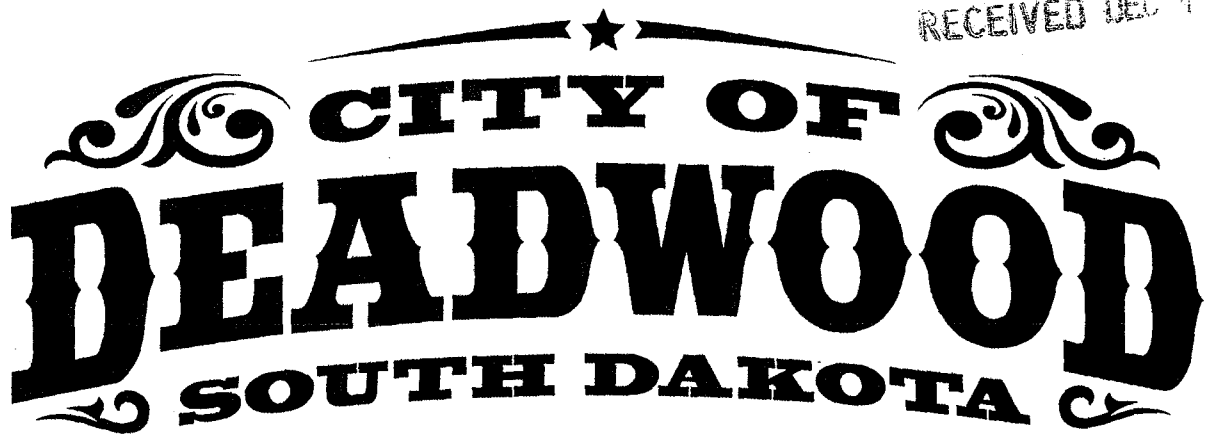


Mary Jo Nelson, Finance Officer

Publish BH Pioneer: January 4, 2018

For any public notice that is published one time:

Published once at the total approximate cost of _____.



RECEIVED DEC 12 2017

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

ST PATRICKS MARCH 16+17 2018

Instructions:

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

EVENT INFORMATION

Type of Event:

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

Event Title: ST PATRICKS DAY 2018

Event Date(s): MARCH 16+17 Total Anticipated Attendance: 5,000
(month, day, year)
(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from): NOON AM / PM (to): 10pm AM / PM

Location / Staging Area: MAIN ST

Set up/assembly/construction Date: 3-17-18 Start Time: NOON AM / PM

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

PARADE @ NOON - STREET CLOSURE @ NOON - 11:00pm 1pm - MAIN ST
PUB CRAWL @ 2:30 STREET CLOSURE 2:00pm - 10pm WALL - PINE

Dismantle Date: 10pm Completion time: 10 pm AM / PM

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

PARADE - MAIN ST - TIN LIZZIES - PINE ST NOON - 1pm
PUB CRAWL WALL - PINE ST 2pm - 10pm

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

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit) ☒ Noncommercial (nonprofit)

Sponsoring Organization: THE DEADWOOD CHAMBER OF COMMERCE

Chief Officer of Organization (NAME): LEE HARSTED

Applicant (NAME): SARAH ANDERSON Business Phone: (605) 578-1876

Address: 501 MAIN ST DEADWOOD SD 57732
(city) (state) (zip code)

Daytime phone: (605) 578-1876 Evening Phone: (605) 863-1249 Fax #: (605) 578-2429

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

Name: N/A

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

Contact person "on site" day of event or facility use SARAH ANDERSON Pager/Cell #: 605-863-1249
(Note: This person must be in attendance for the duration of the event and immediately available to city officials)

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

FEES / PROCEEDS / REPORTING

☒ NO

☒ YES

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

☒

☐

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

OVERALL EVENT DESCRIPTION: ROUTE MAP / SITE DIAGRAM / SANITATION

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

3-16 LEPRECHAUN GAMES 6-9pm

3-17 PARADE NOON-1pm

PUBCRAWLS 2:30-6:30pm

REQUEST STREET CLOSURE

SAT 3-17 PARADE: MAIN ST: TINLIZZIES-PINE

" " PUB CRAWL: WALL-PINE ST

REQUEST OPEN CONTAINER ZONE 1+2

FRI 3-16 5-10pm

SAT 3-17 NOON-10pm

REQUEST TO WAIVE BANNER FEE / FLOATS

1-16-18
8B

NOTICE OF PUBLIC HEARING

WAIVER OF USER FEE

NOTICE IS HEREBY GIVEN THAT the City Commission within and for the City of Deadwood, South Dakota, at a regular meeting to be held January 16, 2018 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:

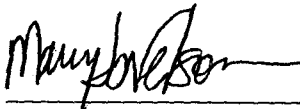
Exception to User Fees Ordinance – Event Complex

To grant exception to user fee ordinance to waive user fees on public property at Event Complex Wednesday, January 31 through Saturday, February 3, 2018.

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 2nd day of January, 2018.

CITY OF DEADWOOD

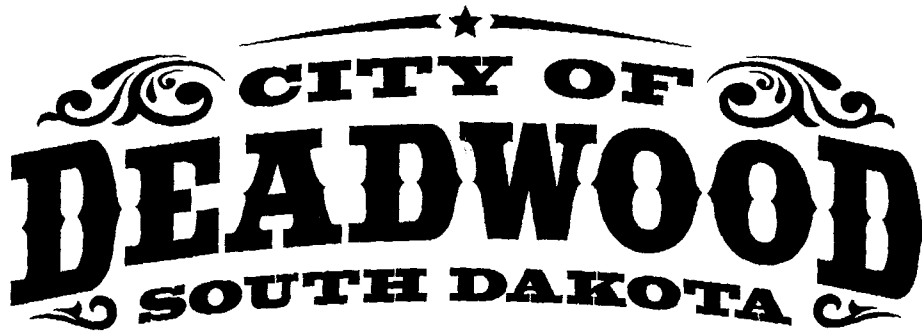


Mary Jo Nelson, Finance Officer

Publish B.H. Pioneer: January 4, 2018

For any public notice that is published one time:

Published once at the total approximate cost of _____.

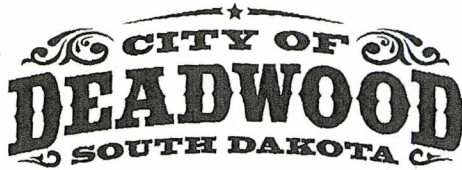


Event Complex Rental and Use Agreement

Event: Black Hills Skiing
Date: 12/6/2017 FEB 2ND + 3RD

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

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



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Black Hills Ski team Skiing

Contact Information:

Name of Applicant: Black Hills Ski Team / Chad Lewis

Business/Organization: L

Mailing Address: ~~284~~ 384 Rimrock Rd

City, State Zip: Spearfish, SD 57

Business Phone: (605) 391-0420 Cell Phone: _____

Email Address: chadclew@gmail.com

Dates Event Complex requested:

Set up Date(s): Jan 31 Feb 1, 2017 Hour(s): _____

Event Date(s): Feb 2, 3 Hour(s): 3-10 8-9

Clean-up Date(s): Feb 3 Hour(s): 4 →

Approximate number of people who will attend: _____

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

Event Name: Skiing

Compliance with Deadwood City Ordinances:

Please review the City of Deadwood Ordinances located on the City of Deadwood website:
www.cityofdeadwood.com or by calling (605) 578-2082.

- 1) Deadwood Codified Ordinance - Chapter 8.12 – Noise. This ordinance must be adhered to. A violation of this ordinance could be grounds for refusing future rental requests.
- 2) Deadwood Codified Ordinance – Title 5 – Business License. This ordinance may apply.

Additional contacts:

Names & contact number of event representatives or sub-contractors (i.e. security, refuge, etc.):

Name: Chad Lewis Title: Board member
Phone: (605) 391-0420 Representing: Black Hills

Name: Rick ~~McGarity~~ McRath Title: Board Memb.
Phone: (605) 645-2852 Representing: Black Hills

Name: Chad Sebade Title: Board memb.
Phone: (605) 920-8744 Representing: Black Hills

Name: _____ Title: _____
Phone: _____ Representing: _____

Name: _____ Title: _____
Phone: _____ Representing: _____

Name: _____ Title: _____
Phone: _____ Representing: _____

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

**REQUEST TO WAIVE
FEES**

Refundable Deposits

Event Complex Facilities	\$ _____	Key Deposit	\$ _____
Parking Lots	\$ _____	Cleaning/Damage Deposit	\$ <u>500⁰⁰</u>
Baseball Fields	\$ _____		
Total Fees	\$ _____	Total Deposits	\$ <u>0.00</u>

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

Organization: Black Hills Ski team

Name: Chad Lewis

Title: ~~ADVIS~~ Board memb.

Signature: *Chad C Lewis*

Date: 12/6/17

For Office Use Only:

Date Fees Received: _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____