

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA
Regular Meeting
5:00 p.m. January 2, 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 December 18, 2017**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

- A. Petition for Annexation from Frawley Ranches, Inc.
- B. Sarah Anderson, Deadwood Chamber, request use of Pavilion for float building from January 1 through February 18.
- C. Proclamation-Nadine Frances (Parker) Mindigo Day in Deadwood

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. Resolution 2018-01 to Establish Wages for 2018
- 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

7. BID ITEMS

- A. Set bid opening for Whitewood Creek Planting at 2:00 p.m. on February 13, 2018 with results to Commission on February 19, 2018.

8. PUBLIC HEARINGS

- A. Set public hearing on January 16 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. Set public hearing on January 16 for Skijoring Events: waiver of user fees at Event Complex on January 31st through February 3, 2018.

9. OLD BUSINESS

- A. Agree to waive possible Event Center ticket surcharge as requested by Days of 76 Committee (from December 18, 2017 Commission Meeting)

10. NEW BUSINESS

- A. Offer from Robert J. Nelson, Branch House Properties, to sell former Bullock Parking Lot to City of Deadwood at cost of \$1,050,000
- B. Permission to advertise for additional full time Parks Technician position at starting rate of \$17.15 per hour
- C. Contract with L & L Insulation to begin asbestos removal at Deadwood Pavilion at cost of \$27,970.00 and allow Mayor to sign contract
- D. Approve ACES civil engineering design services proposal for Pavilion Structure Demolition and Parking Lot Construction. Proposal cost \$19,600.00 for demolition, site design, bidding and construction administration services, which will be paid from Public Buildings
- E. Permission for Mayor to sign contract with Vigilant Business Solutions to perform background screening services for potential city employees.
- F. Permission 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)

11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

- A. Next meeting will be held on Tuesday, January 19, due to observance of Martin Luther King Day

12. EXECUTIVE SESSION

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

13. ADJOURNMENT

REGULAR MEETING, DECEMBER 18, 2017

The Regular Session of the Deadwood City Commission convened on December 18, 2017 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 Gary Todd. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Todd moved, Struble seconded to approve the minutes of November 20, 2017. Roll Call: Aye-All. Motion carried.

APPROVAL OF DISBURSEMENTS

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

1ST CHOICE CONSTRUCTION	PROJECT	50,000.00
A & B WELDING	SERVICE	15.00
ACE HARDWARE	WALLPLATES	55.76
ADAMS SALVAGE	TIRES	4.78
AFFORDABLY CREATIVE	PROJECT	3,000.00
ALBERTSON ENGINEERING	ASSESSMENT	1,088.87
ALSCO	SUPPLIES	170.55
AMAZON	SERVICE	175.11
AMERICAN LIBRARY	MEMBERSHIP	213.00
AMICK SOUND	REPAIR	163.10
ANTIQUES & ART	ANTIQUES	125.00
ASPEN RIDGE LAWN	PROEJCT	9,951.04
ATCO INTERNATIONAL	SUPPLIES	339.00
BIERSCHBACH EQUIPMENT	SUPPLIES	4.12
BIESIOT, TONY	MEETINGS	175.00
BH CHEMICAL	SUPPLIES	532.44
BH ENERGY	SERVICE	31,010.05
BH MONUMENT	SERVICE	495.00
BH PIONEER	ADS	699.86
BH TENT & AWNING	AWNING	3,667.09
BH WINDOW CLEANING	CLEANING	3,256.00
BOMGAARS	ORNAMENTS	19.97
BRUNSON, RONDA	REIMBURSEMENT	454.52
BSN SPORTS	CART	144.00
BUTLER MACHINERY	SUPPLIES	1,242.66
CAMPBELL, ROBERT	PROJECT	2,700.00
CITY OF FORT PIERRE	GRANT	10,000.00
COCA COLA	SUPPLIES	315.00
COMPUTER SUPPORT SERVICES	KIT	628.99
CONDUENT GOVERNMENT SYSTEM	RENEWAL	675.00
CONOVER, MICHAEL	GRANT	9,260.02
CONVERGINT TECHNOLOGIES	SUPPLIES	616.86
CULLIGAN	SUPPLIES	155.00
DAKOTA BATTERY	SUPPLIES	125.63
DAYS INN MITCHELL	CONFERENCE	362.50
DEADWOOD CHAMBER	MARKETING	20,888.63
DEADWOOD ELECTRIC	SERVICE	516.89
DEADWOOD HISTORY	PROGRAMS	15,000.00
DMC WEAR PARTS	SUPPLIES	1,336.00
EAGLE ENTERPRISES	SUPPLIES	1,247.04
EDDIE'S TRUCK CENTER	SUPPLIES	433.49
EMERY-PRATT	BOOKS	131.69
FASTENAL	SUPPLIES	130.28
FELD FIRE	TESTER	2,475.00
FIRST INTERSTATE BANK	TIF PAYMENTS	202,626.94
FIRST NATIONAL BANK	SERIES 2012	5,762.50
FIRST NATIONAL CREDIT CARD	SUPPLIES	966.98
FLAT EARTH SIGN	SIGNS	455.00
FULL RESTORATION	GRANT	16,345.11
G&H DISTRIBUTING	SUPPLIES	128.41
GALLS	UNIFORMS	242.54
GAYLORD BROS.	SUPPLIES	7,280.00
GIBBS, IVER AND MONICA	PROJECT	1,981.64
GLOVER, SANDY	REIMBURSEMENT	311.91
GOLDEN WEST	SERVICE	1,502.08
GUNDERSON, PALMER, NELSON	SERVICE	2,866.73
KDSJ	ADS	220.00
LAWRENCE CO. REGISTER	FEE	30.00
LAWSON PRODUCTS	SUPPLIES	40.97
LEAD-DEADWOOD REGIONAL	COVERAGE	744.00
LEAD-DEADWOOD SANITARY	USAGE	55,849.68
LIGHTING PLASTICS OF MN	SUPPLIES	3,050.85
M&M SANITATION	RENTAL	220.00
MARCO	CONTRACT	510.49
MARTINISKO, JOHN	MEETINGS	225.00
MCNARY, TOM	PROJECT	600.00
MIDCONTINENT	SERVICE	77.00
MIDWEST TAPE	BOOKS	463.79
MS MAIL	SERVICE	1,849.06
MUTUAL OF OMAHA	INSURANCE	235.75
NEIGHBORHOOD HOUSING	SERVICE	4,995.00
NETWORK SERVICES	SUPPLIES	17.10
NORTHERN HILLS RECREATION	GRANT	9,226.00
NORTHERN HILLS TECHNOLOGY	SERVICE	15.00
OWENS INTERSTATE SALES	SUPPLIES	54.23
PETTY CASH	HP/PLANNING	122.46
PHIL'S ELECTRIC	PROJECT	2,595.90

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PITNEY BOWES	LEASE	250.05
PITNEY BOWES	POSTAGE	500.00
POSEY, BEVERLY	REIMBURSEMENT	16.11
QUALITY SERVICES	PROJECT	2,117.13
QUILL	SUPPLIES	228.93
RAPID DELIVERY	DELIVERY	32.20
RASMUSSEN MECHANICAL	REPAIR	232.90
REDWOOD TOXICOLOGY	TEST	21.84
RICH, BILL	MEETINGS	225.00
ROBLEY, GREG	PROJECT	1,300.00
RUNGE, BRETT	MEETINGS	200.00
RUSHMORE OFFICE	LABELS	20.99
SD ASSN. OF RURAL WATER	DUES	575.00
SD COMMISSION ON GAMING	CITY SLOTS	27,443.18
SD DEPT. OF CORRECTIONS	FIREWISE	4,803.07
SD DEPT. OF TOURISM	SPONSORSHIP	3,100.00
SD DEPT. OF REVENUE	TAXES	3,245.75
SD ONE CALL	SERVICE	21.28
SDSM&T	WORKSHOP	425.00
SEATON PUBLISHING	SOUNDBAR	1,388.43
SERVALL	SUPPLIES	409.40
SHEDD, JIM	MEETINGS	225.00
SORENSEN, LILA	REIMBURSEMENT	12.77
SOUTHSIDE OIL	DIESEL	12,977.64
SOUTHSIDE SERVICE	SERVICE	327.25
SPEARFISH LUMBER	WINDOWS	2,943.72
STRICKLAND, VICKI	DESIGN	450.00
STURDEVANT'S	SUPPLIES	1,470.30
SULLY COUNTY	GRANT	7,500.00
TALLGRASS	PROJECT	1,700.00
TDG COMMUNICATIONS	AD	550.00
TOMS, DON	PROJECT	1,560.00
TREWHELLA, MISTY	REIMBURSEMENT	130.41
TRIPLE K	REPAIR	56.99
TURBIVILLE INDUSTRIAL	SUPPLIES	256.12
TWILIGHT	SUPPLIES	305.81
TWIN CITY HARDWARE	SUPPLIES	1,224.90
TWIN CITY HARDWARE	GRANT	5,325.00
TWO WHEELER DEALER	PEDALS	60.00
VAST	SERVICE	140.69
VFW BLACK HILLS POST 5969	FLAGS	105.00
VISIONS HOME IMPROVEMENTS	GRANT	7,944.73
WASTE CONNECTIONS	DUMPSTER	7,593.59
WESTERN STAR	DOOR	5,400.00
YESCO	SERVICE	589.28
TOTAL		\$601,017.52

ITEMS FROM CITIZENS ON AGENDA

Days of 76

Pat Roberts, Joel Peterson, Chris Roberts and Ron Burns with Days of '76 Committee thanked the City for their support and stated that the rodeo was chosen Medium Rodeo of the Year for the 14th year in a row at the PRCA National Convention.

After presenting property tax and sales tax figures to Commission, Pat Roberts asked that Commission exempt Days of '76 Rodeo from \$1.00 ticket charge for the year 2018. Todd moved, Speirs seconded to waive additional \$1.00 fee. Commissioner Ruth stated the City should exempt additional fees for the Days of '76 in perpetuity. Todd amended his motion, Speirs seconded to exempt Days of '76 in perpetuity. Roll Call: Aye-All. Motion carried.

CONSENT

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

- A. Authorize purchase 5500 gallons of diesel fuel from Southside at cost of \$2.36 per gallon
- B. Remove the following seasonal employees from payroll effective December 10, 2017.
Mu Chay Chay, Alice Swifthawk, Elizabeth Carbo, Broc Hanson, Coltan Radensleben, Riley Lundquist, Linsey Sandidge and Rylee Sundermann.
- C. Donate two abandoned bicycles to Lions Club at their request. Serial numbers are on file in Finance Office. Donation is allowable per SDCL 43-41-11.
- D. Purchase trees and bushes from Pennington County Conservation District for \$3,030.00 for areas along Whitewood Creek, to be paid from 2018 budget.
- E. Permission to contract with TSP to design bathroom addition to south side of Deadwood Rec Center in an amount not to exceed \$5,000.00 excluding reimbursables to be paid from 2018 budget. (CIP budget)
- F. Allow Mayor to sign contract with Black Hills Central Reservations (Black Hills Vacations) for services related to ticketing system at Event Center

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- G. Permission for Mayor to sign renewal agreement with Barefoot Resort for billboard lease from January 1, 2018 to December 31, 2018 at rate of \$55.00 per month (no change from prior year)

PUBLIC HEARINGS

Mardi Gras

Public hearing was opened at 5:06 p.m. by Mayor Turbiville. Sarah Anderson, Deadwood Chamber of Commerce, was available to answer questions.

Speirs moved, Ruth seconded to allow the relaxation of the open container ordinance on Main Street from Tin Lizzie Gaming Complex to Masonic Temple, Broadway Street from Wall to Shine, Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street and Lee Street from Pioneer Way to 83 Sherman Street on Friday February 9, 2018 from 5:00 p.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

Speirs moved, Struble seconded to relax the open container ordinance for same area as approved on Friday February 9 for Saturday February 10, 2018 from 12:00 p.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to approve waiver of banner fees and street closure on Main Street from Tin Lizzie Gaming Resort to the Masonic Temple from 6:45 p.m. to 8:00 p.m. or until parade ends on Saturday February 10, 2018. Roll Call: Aye-All. Motion carried.

OLD BUSINESS

Pavilion

Mayor Turbiville reviewed four options regarding pavilion issue as stated at previous Commission meetings. Attorney Riggins reviewed South Dakota statutes as well as city's Conflict of Interest policy per Resolution 2017- 12 and stated that if a commissioner had a pecuniary interest, in particular in dealing with land exchange, commissioner may not vote, but may discuss by following our procedure, which is to declare conflict, leave Commission area and discuss as a member of the general public. He added that the Commissioner could discuss construction of a square in general without creating conflict.

Discussion was held concerning selling of property. Commissioner Todd stated that he was originally in favor of this option to recoup previous costs incurred, but expressed concerns that City would have no control over buyer. Resident Lyman Toews presented results of a survey he conducted with people living within 300 feet of the Pavilion. The survey indicated residents preferred parking instead of commercial building. Resident Marlin Maynard asked where parking would be for patrons of business, as well as school.

Discussion followed to city keeping property and razing the building. Commissioner Ruth stated this option ensures parking for the school district and utilizes lot during non-school hours. Historic Preservation Officer Kuchenbecker stated the building is non-contributing for historic landmark district. Commissioner Speirs stated future of our school should remain number one priority. Mayor Turbiville added that reserve funds would have to be used to demolish and prepare lot, which may cost in excess of \$300,000.00. Resident Sharon Martinisko requested that if city does retain lot for parking, they install meters only until recovery of investment.

Commission then discussed donating to Lead-Deadwood School District. School board member Orson Ward stated the school supports any decision the Commission makes and appreciates the will of the commission to take care of the school in Deadwood. Ward stated if city offered the property, the school would initiate the approval process, discussion would take place at the board meeting on January 8, with action possibly in February after public input.

Discussion continued to request from Silverado to exchange Pavilion property for Franklin Motor Lodge property, provided certain conditions were met. Commissioner Todd expressed concerns with using public funds to enhance private property. Mayor reviewed recent letter from Mr. Rensch that indicated swap would take place if city took lead on building a square and that no additional taxes of any kind would be imposed. Turbiville added that estimated cost is 4.5-5 million dollars.

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Ruth moved, Speirs seconded to raze building, and maintain ownership as a parking lot, and work with school district for parking. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Ordinances

Ruth moved, Speirs seconded to approve second reading of Ordinance #1268, Supplemental Budget Ordinance #3 for 2017. Roll Call: Aye-All. Motion carried.

Struble moved, Ruth seconded to approve second reading of Ordinance #1269, to Amend Chapter 6.08, Dogs and Cats, and set impound and license fees by resolution. Roll Call: Aye-All. Motion carried.

Todd moved, Speirs seconded to approve second reading of Ordinance #1270, to Amend Chapter 15.00 Building Construction Fees. Roll Call: Aye-All. Motion carried.

Ruth moved, Speirs seconded to approve second reading of Ordinance #1271, to Amend Chapter 17.04.090, Conformance Required. Roll Call: Aye-All. Motion carried.

Recommendation

Ruth moved, Speirs seconded to act as Board of Adjustment and approve Planning and Zoning Commission recommendation to approve Bed and Breakfast establishment for James and Susan Trucano at 124 Charles Street, providing the following stipulations are met: must be owner occupied, proof of SD Sales Tax License provided to city, proof of building inspection to ensure code compliance, proper paperwork must be filed with City Finance Office for BID tax, commercial water and garbage, and proof of South Dakota Department of Health Lodging License provided to Planning and Zoning Office. Roll Call: Aye-All. Motion carried.

Recommendation

Ruth moved, Speirs seconded to act as Board of Adjustment and approve Planning and Zoning Commission recommendation to approve Bed and Breakfast establishment for Debra Kahler at 56 Taylor, providing the same stipulations are met as mentioned above for 125 Charles Street. Roll Call: Aye-All. Motion carried.

Contract

Speirs moved, Struble seconded to allow Mayor to sign contract with TruGreen for weed spraying on city owned properties at cost of \$12,289.45. Roll Call: Aye-All. Motion carried.

Invoice

Ruth moved, Speirs seconded to allow Finance Office to pay invoice from Interstate Engineering for emergency flood study at cost of \$6,128.66 from Parks budget. Planning and Zoning Administrator stated study is required by FEMA. Roll Call: Aye-All. Motion carried.

Purchases

Struble moved, Ruth seconded to allow Historic Preservation to purchase replacement street signs and decorative posts at cost of \$5,435.00, to be paid from Wayfinding capital asset line item. Roll Call: Aye-All. Motion carried.

Speirs moved, Struble seconded to allow Historic Preservation to purchase three HP ZBook mobile workstations and five docking stations at cost not to exceed \$6,700.00 from Archives budget. Roll Call: Aye-All. Motion carried.

Sponsor

Speirs moved, Struble seconded to allow Historic Preservation to sponsor docuseries on Days of '76 Rodeo to be aired during "Special Cowboy Moments" to be paid from Public Education line item at cost of \$5,700.00. Roll Call: Aye-All. Motion carried.

Agreement

Speirs moved, Ruth seconded to allow Mayor to sign agreement with South Dakota State Historical Society Board of Trustees to pay Historical Society \$60,000.00 per year annually from July 2018 to July 2022. Roll Call: Aye-All. Motion carried.

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Discussion

Mayor Turbiville read history of events regarding Prairie Hills Transit issues through December. Facilities and Transportation Director Kruzel presented several options for consideration. Commission discussed possible continued funding to Prairie Hills vs. purchase of city-owned handicap accessible vehicle, with service provided by trolley drivers. Commissioners agreed that continuing paratransit was important for our residents. Ruth moved, Struble seconded to provide paratransit system for Deadwood residents with vehicle purchase. Roll Call: Aye-All. Motion carried.

Purchase

Speirs moved, Ruth seconded to allow Deadwood Rec Center to purchase Octane ZR 8000 Zero Runner, leg press machine and squat machine at total cost of \$9,987.82. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- Next City Commission meeting will be held on Tuesday, January 2, due to observance of New Year's Day
- Standard and Poor's Global Rating upgraded Deadwood's credit rating from AA- to A+ and upgraded rating on certificates of participation from a to A+.
- Deadwood Rec Center is participating in Silver Sneakers fitness program, which fully subsidizes Medicare, group retirees and older adults that includes basic fitness membership.

Finance Officer Nelson clarified that the majority of budget supplements passed on Ordinance #1268 did not involve city funds. One particular TIF expenditure was a pass through with monies allocated to School, County and Sanitary District, and developer cash contribution was accounted for in another TIF account. Supplement also included grant revenues which did not require expenditure of city dollars, but was received from outside sources, particularly monies awarded through drug seizures.

ADJOURNMENT

Speirs moved, Ruth seconded to adjourn the regular session at 6:17 p.m. The next regular meeting will be on Tuesday January 2, 2018.

ATTEST:

DATE: _____

Mary Jo Nelson, Finance Officer

BY: _____
Charles M Turbiville, Mayor

Published once at the total approximate cost of _____

PACKET: 04223 COMBINED - 1/03/18

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-121917	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	56.61
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 56.61
01-0433	WELLMARK BLUE CROSS BLU					
		I-01/01/18	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,527.58
01-0508	GALLS, LLC					
		I-008899308	101-4142-426	SUPPLIES UNIFORM BOOTS - POLICE	000000	313.99
01-1171	A & B BUSINESS SOLUTION					
		I-IN461829	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	72.36
01-1725	QUILL CORPORATION					
		I-3159950	101-4142-426	SUPPLIES LASER PACK, LABEL TAPE, CALENDAR	000000	254.95
01-3877	MUTUAL OF OMAHA					
		I-000687412352	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	16.46
				DEPARTMENT 142	FINANCE	TOTAL: 2,185.34
01-0186	ALPINE IMPRESSIONS					
		I-14145	101-4192-426	SUPPLIES (5) PRINT ONLY/PUBLIC BLDGS	000000	50.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-01/01/18	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,183.74
01-0553	MONTANA DAKOTA UTILITIE					
		I-GAS 12-21-17 AD HO	101-4192-428-01	UTILITIES - A NATURAL GAS 11/20-12/21/17/AH	000000	320.64
		I-GAS 12-21-17 AD MU	101-4192-428-02	UTILITIES - A NATURAL GAS 11/21-12/20/17/AM	000000	299.02
		I-GAS 12-21-17 CITY	101-4192-428-04	UTILITIES - C NATURAL GAS 11/21-12/20/17/CIT	000000	595.45
		I-GAS 12-21-17 FIRE	101-4192-428-07	UTILITIES - F NATURAL GAS 11/21-12/20/17/FIR	000000	554.10
		I-GAS 12-21-17 HARCC	101-4192-428-09	UTILITIES - H NATURAL GAS 11/21-12/20/17/PB	000000	314.49
		I-GAS 12-21-17 HISTO	101-4192-428-08	UTILITIES - H NATURAL GAS 11/21-12/20/17/HIS	000000	193.11
		I-GAS 12-21-17 METER	101-4192-428	UTILITIES NATURAL GAS 11/20-12/20/17/MET	000000	397.49
		I-GAS 12-21-17 PARKS	101-4192-428-11	UTILITIES - P NATURAL GAS 11/20-12/21/17/PAR	000000	210.69
		I-GAS 12-21-17 PAVIL	101-4192-428-12	UTILITIES - P NATURAL GAS 11/21-12/20/17/PAV	000000	1,194.62
		I-GAS 12-21-17 PLUMA	101-4192-428-19	UTILITIES - G NATURAL GAS 11/21-12/20/17/PLU	000000	58.83
		I-GAS 12-21-17 PUB B	101-4192-428	UTILITIES NATURAL GAS 11/21-12/20/17/GAY	000000	32.44
		I-GAS 12-21-17 REC	101-4192-428-13	UTILITIES - R NATURAL GAS 11/21-12/20/17/REC	000000	4,161.17
		I-GAS 12-21-17 STRTS	101-4192-428-14	UTILITIES - S NATURAL GAS 11/21-12/20/17/STR	000000	606.47
		I-GAS 12-21-17 TROLL	101-4192-428-15	UTILITIES - T NATURAL GAS 11/21-12/20/17/TRO	000000	227.05
		I-GAS 12-21-17 WELCO	101-4192-428-21	UTILITIES - W NATURAL GAS 11/21-12/20/17/WEL	000000	778.24
01-0578	TWIN CITY HARDWARE & LU					
		I-A348737	101-4192-425-09	REPAIRS - HAR FASTENERS-MONKEY HANGER-HOOK/H	000000	25.64

PACKET: 04223 COMBINED - 1/03/18

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
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-A348807	101-4192-426-14	SUPPLIES - ST SOFTENER SALT-SPRAY PAINT/STR	000000	16.97
		I-A348897	101-4192-425-08	REPAIRS - HIS VINEGAR-FASTEN-HANG STRP/HIST	000000	31.63
		I-A349073	101-4192-425-04	REPAIRS - CIT 12V 8 AMP BATTERY/CITY HALL	000000	26.99
		I-A349130	101-4192-425-13	REPAIRS - REC (4) 50 LB PLAY SAND/REC CENTE	000000	23.96
		I-A349131	101-4192-425-13	REPAIRS - REC ADHESIVE PRESSURE PACK/REC	000000	9.49
		I-A349363	101-4192-425-06	REPAIRS - DAY 10 PACK CAT5E CONNECTOR/GRANDS	000000	11.99
		I-A349448	101-4192-425-04	REPAIRS - CIT FASTENERS-CEILING TILE/CITY	000000	193.17
		I-A349522	101-4192-425-04	REPAIRS - CIT ALCOHOL-MULTI BIT-FASTENERS/CI	000000	35.67
		I-A349525	101-4192-426-13	SUPPLIES - RE (4) 42W CFL BULB/REC CENTER	000000	59.96
		I-A349526	101-4192-425-21	REPAIRS - WEL COBBERT COB WEB DUSTER/WELCOME	000000	11.99
		I-A349621	101-4192-426-10	SUPPLIES - LI MOUSE TRAPS/LIBRARY	000000	9.28
		I-A349650	101-4192-425-13	REPAIRS - REC SHAFT COLLAR-SUPER STRIP/REC	000000	19.48
		I-A349854	101-4192-425-21	REPAIRS - WEL MOP BUCKET-WRINGER COMBO/WEL	000000	74.99
		I-A349855	101-4192-425-07	REPAIRS - FIR (2) SWITCH SENSOR/FIRE HALL	000000	179.98
		I-A349926	101-4192-425-14	REPAIRS - STR WIRE ROPE-FERRULES-STOPS/STRTS	000000	11.64
		I-A349927	101-4192-425-14	REPAIRS - STR SS CABLE-FERRULES-STOPS/STRTS	000000	13.27
		I-A350169	101-4192-425-13	REPAIRS - REC LAMP SOCKET-WIRE/REC CENTER	000000	86.35
		I-D376306	101-4192-425-09	REPAIRS - HAR SAMPLE PAINT-FLAT CLR PAINT/HA	000000	150.94
		I-D376401	101-4192-425-10	REPAIRS - LIB FROG TAPE-LATEX PRIMER/LIBRARY	000000	28.97
		I-D376410	101-4192-425-09	REPAIRS - HAR ROLLER-PAINT-COVER-LID/HARCC	000000	88.82
		I-D376657	101-4192-425-15	REPAIRS - TRO SNOW PUSHER-CONNECTORS/TROLLEY	000000	43.97
		I-D376689	101-4192-425-04	REPAIRS - CIT SNOW PUSHER/CITY HALL	000000	25.99
		I-D376729	101-4192-425-10	REPAIRS - LIB VICE GRIP HANDLE/LIBRARY	000000	13.99
		I-D376743	101-4192-425-08	REPAIRS - HIS ELECTRICAL-5 AMP COMM FUSE/HIS	000000	6.74
		I-D376768	101-4192-425-13	REPAIRS - REC MULTIBIT RATCH SCREWDRVR/REC	000000	24.99
		I-D376791	101-4192-425-02	REPAIRS - ADA APC BATTERY BACKUP CHARG/AMUS	000000	89.99
		I-D376794	101-4192-425-13	REPAIRS - REC FASTENERS/REC CENTER	000000	0.89
		I-D376845	101-4192-425-13	REPAIRS - REC FASTENERS/REC CENTER	000000	0.20
		I-D376920	101-4192-425-08	REPAIRS - HIS BLUE EXT CORD/HISTORY	000000	10.99
		I-D377030	101-4192-426	SUPPLIES (25) BAGS SOFTENER SALT/PUB BL	000000	137.25
		I-D377062	101-4192-425-04	REPAIRS - CIT ANGLE BROOM-CLEAR BS PAINT/CIT	000000	49.98
		I-D377072	101-4192-425-10	REPAIRS - LIB BULBS-TWINE-FISH TAPE/LIBRARY	000000	54.46
		I-D377173	101-4192-425-08	REPAIRS - HIS CORKBOARD-STG HOOK-STRIP/HIST	000000	75.92
		I-D377185	101-4192-425-02	REPAIRS - ADA SADDLE/ADAMS MUSEUM	000000	55.99
		I-D377242	101-4192-425-04	REPAIRS - CIT FLAT PASTEL PAINT/CITY HALL	000000	69.98
		I-D377308	101-4192-425-10	REPAIRS - LIB VOICE GRADE-CAT CONNECTORS/LIB	000000	18.47
		I-D377414	101-4192-425-13	REPAIRS - REC LAMP LOCK-FASTENERS-SOCKET/REC	000000	38.97
		I-D377652	101-4192-425-12	REPAIRS - PAV FUSE CARTRIDGE TIME DELAY/PAVI	000000	6.99
		I-D377682	101-4192-425-10	REPAIRS - LIB DRAWER LOCK-WIRE/LIBRARY	000000	7.99
		I-D377683	101-4192-425-10	REPAIRS - LIB MONKEY HOOK/ALKALINE BATT/LIBR	000000	17.07
		I-D377703	101-4192-425-13	REPAIRS - REC 4 PK 16W LED BULBS/REC CENTER	000000	34.99
		I-D377849	101-4192-425-13	REPAIRS - REC (4) 42W CFL BULB/REC CENTER	000000	59.96
01-0784	WESTERN STATES FIRE PRO					
		I-WSF105652A	101-4192-426-13	SUPPLIES - RE (2) SPRINKLER WRENCHES/REC	000000	145.50
01-1370	TEMPERATURE TECHNOLOGY,					
		I-21847	101-4192-425-17	REPAIRS-DAYS BOILER TANK SENSOR REIRS/76MUS	000000	198.81

PACKET: 04223 COMBINED - 1/03/18

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
01-1626	SERVALL UNIFORM AND LIN					
	I-2681406	101-4192-426-14	SUPPLIES - ST MOPS-MATS-TOWELS-LINEN/STRT	000000	126.83	
	I-2681407	101-4192-426-04	SUPPLIES - CI MOPS-MATS-LINEN-TOWELS/CITY	000000	188.87	
	I-2681408	101-4192-426-08	SUPPLIES - HI MOPS-TOWELS-MATS-LINEN/HIST	000000	165.25	
	I-2681409	101-4192-426-11	SUPPLIES - PA MATS-MOPS-TOWELS-LINEN/PARKS	000000	43.92	
	I-2681417	101-4192-426-07	SUPPLIES - FI MATS-MOPS-LINEN-TOWELS/FIRE	000000	32.54	
	I-2681418	101-4192-426-10	SUPPLIES - LI MOPS-MATS-LINEN-TOWEL/LIBRARY	000000	18.97	
	I-2687472	101-4192-426-14	SUPPLIES - ST MOPS-MATS-TOWEL-LINENS/STR	000000	125.26	
	I-2687473	101-4192-426-04	SUPPLIES - CI MATS-MOPS-BAGS-TOWELS/CITY	000000	188.06	
	I-2687474	101-4192-426-08	SUPPLIES - HI MATS-MOPS-LINEN-TOWELS/HIST	000000	163.89	
	I-2687475	101-4192-426-11	SUPPLIES - PA MOPS-MATS-LINENS-TOWELS/PARKS	000000	43.96	
	I-2687483	101-4192-426-07	SUPPLIES - FI MOPS-MATS-LINEN/FIRE HALL	000000	33.01	
01-3151	KONE INC.					
	I-949756809	101-4192-422-17	PROFESSIONAL- OCT MAINT COVERAGE/76 MUS	000000	150.85	
	I-949780450	101-4192-422-17	PROFESSIONAL- NOV MAINT COVERAGE/76 MUS	000000	150.85	
01-3421	S AND C CLEANERS					
	I-12-19-17 107	101-4192-422-21	PROFESSIONAL DECEMBER CLEANING/WELCOME	000000	1,740.00	
	I-12-19-17 108	101-4192-422-04	PROFESSIONAL DECEMBER CLEANING/CITY HALL	000000	1,733.00	
	I-12-19-17 123	101-4192-422-10	PROFESSIONAL CLEANING/LIBRARY	000000	600.00	
	I-12-19-17 123	101-4192-422-07	PROFESSIONAL CLEANING/FIRE HALL	000000	400.00	
01-3506	ALSCO					
	I-LCAS1172974	101-4192-426-21	SUPPLIES - WE MATS/WELCOME CENTER	000000	38.55	
01-3685	BLACK HILLS SECURITY &					
	I-P107241	101-4192-425-01	REPAIRS - ADA STALL UPGRADE/ADAMS HOUSE	000000	195.00	
	I-P107242	101-4192-422-01	PROFESSIONAL CELLPHONE AIR-LINE CHG/ADAMS H	000000	15.00	
	I-R237216	101-4192-422-01	PROFESSIONAL ALARMS JAN-MAR 2018/ADAMS HOUS	000000	149.85	
	I-R237217	101-4192-422-02	PROFESSIONAL FIRE ALARM JAN-MAR 2018/AD MUS	000000	149.85	
	I-R237218	101-4192-422-02	PROFESSIONAL SEC PNL-A JAN-MAR 2018/ADAMS M	000000	89.85	
	I-R237219	101-4192-422-02	PROFESSIONAL SEC PNL-B JAN-MAR 2018/ADAMS M	000000	134.85	
	I-R237236	101-4192-422-17	PROFESSIONAL- BURG ALARM JAN-MAR 2018/76 MUS	000000	134.85	
	I-R237237	101-4192-422-17	PROFESSIONAL- FIRE ALARM JAN-MAR 2018/76 MUS	000000	149.85	
	I-R237238	101-4192-422-06	PROFESSIONAL- BURG ALARMS JAN-MAR 2018/GRAND	000000	104.85	
	I-R237239	101-4192-422-06	PROFESSIONAL- FIRE ALARMS JAN-MAR 2018/GRAND	000000	104.85	
	I-R237241	101-4192-422-09	PROFESSIONAL BURGLAR ALARM JAN-MAR, 2018/HA	000000	134.85	
	I-R237242	101-4192-422-09	PROFESSIONAL FIRE ALARM JAN-MAR 2018/HARC	000000	149.85	
	I-R237243	101-4192-422-10	PROFESSIONAL ALARMS JAN-MAR 2018/LIBRARY	000000	104.85	
	I-R237245	101-4192-422-21	PROFESSIONAL BURG ALARM JAN-MAR 2018/WELCOM	000000	134.85	
	I-R237246	101-4192-422-21	PROFESSIONAL FIRE ALARM JAN-MAR 2018/WELCOM	000000	104.85	
	I-R237247	101-4192-422-04	PROFESSIONAL BURG ALARM JAN-MAR 2018/CITY	000000	134.85	
	I-R237248	101-4192-422-04	PROFESSIONAL FIRE ALARM JAN-MAR 2018/CITY	000000	104.85	
	I-R237249	101-4192-422-08	PROFESSIONAL- ALARM JAN-MAR 2018/HISTORY	000000	104.85	
01-3838	VAST BROADBAND					
	I-CABLE 12-16-17 CIT	101-4192-428-04	UTILITIES - C CABLE 12/20-01/19/18/CITY HALL	000000	190.28	
	I-CABLE 12-16-17 REC	101-4192-428-13	UTILITIES - R CABLE 12/20-01/19/18/REC CENTE	000000	90.00	

PACKET: 04223 COMBINED - 1/03/18

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
01-3838	VAST BROADBAND	continued				
		I-PHONE 12-16-17 CIT	101-4192-428-04	UTILITIES - C TELEPHONE 12/20-01/19/18/CITY	000000	1,331.47
		I-PHONE 12-16-17 FIR	101-4192-428-07	UTILITIES - F TELEPHONE 12/20-01/19/18/FIRE	000000	284.35
		I-PHONE 12-16-17 GRA	101-4192-428-06	UTILITIES - D TELEPHONE 12/20-01/19/18/GRAND	000000	164.89
		I-PHONE 12-16-17 HIS	101-4192-428-08	UTILITIES - H TELEPHONE 12/20-01/19/18/HIST	000000	255.89
		I-PHONE 12-16-17 LIB	101-4192-428-10	UTILITIES - L TELEPHONE 12/20-01/19/18/LIBR	000000	253.80
		I-PHONE 12-16-17 PAV	101-4192-428-12	UTILITIES - P TELEPHONE 12/20-01/19/18/PAVIL	000000	40.87
		I-PHONE 12-16-17 REC	101-4192-428-13	UTILITIES - R TELEPHONE 12/20-01/19/18/REC	000000	236.38
		I-PHONE 12-16-17 STR	101-4192-428-14	UTILITIES - S TELEPHONE 12/20-01/19/18/STRTS	000000	45.13
01-3877	MUTUAL OF OMAHA					
		I-000687412352	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	12.38
01-3975	FIRST NATIONAL CREDIT C					
		I-12-26-17 CC KRUEL	101-4192-425-15	REPAIRS - TRO CARBURETOR/TROLLEY	000000	14.99
		I-12-26-17 CC KRUEL	101-4192-425-13	REPAIRS - REC PART DIVERTER/REC CENTER	000000	12.99
		I-12-26-17 CC KRUEL	101-4192-426-15	SUPPLIES - TR CONNECTOR/TROLLEY	000000	22.35
01-3977	ACE HARDWARE OF LEAD					
		I-6875	101-4192-425-08	REPAIRS - HIS COUPLER CAT 6/HISTORY	000000	9.99
01-4057	VIEHAUSER ENTERPRISES,					
		I-15561	101-4192-425-21	REPAIRS - WEL ASSA KEY TWIN 140/WELCOME	000000	12.00
		I-15597	101-4192-425-21	REPAIRS - WEL ASSA KEY TWIN 140/WELCOME	000000	12.00
DEPARTMENT 192 PUBLIC BUILDINGS						TOTAL: 26,614.98
01-0290	THOMSON REUTERS - WEST					
		I-837380058	101-4210-422	PROFESSIONAL SUBSCRIPTION-SD CODIFIED LAWS	000000	64.58
01-0433	WELLMARK BLUE CROSS BLU					
		I-01/01/18	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	12,462.82
01-0508	GALLS, LLC					
		I-008882422	101-4210-426	SUPPLIES UNIFORM GLOVES, PANTS, FLEECE-PD	000000	198.14
01-0578	TWIN CITY HARDWARE & LU					
		I-A349135	101-4210-426	SUPPLIES SINGLE CUT KEY - POLICE	000000	1.79
01-3855	PAPOUSEK, SONYA					
		I-121017	101-4210-427	TRAVEL REIMBS.FUEL EXP.TO PIERRE - PD	000000	93.01
01-3877	MUTUAL OF OMAHA					
		I-000687412352	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	64.35
DEPARTMENT 210 POLICE						TOTAL: 12,884.69

PACKET: 04223 COMBINED - 1/03/18

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
01-0433	WELLMARK BLUE CROSS BLU					
		I-01/01/18	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,057.24
01-0578	TWIN CITY HARDWARE & LU					
		I-D3770013	101-4221-425	REPAIRS GLUE, CAULK GUN - FIRE DEPT	000000	12.48
		I-D377046	101-4221-425	REPAIRS DESKTOP CALENDARS - FIRE DEPT	000000	17.97
01-1171	A & B BUSINESS SOLUTION					
		I-IN461827	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	74.38
01-1182	MACROVISION					
		I-2017-31 - A	101-4221-422	PROFESSIONAL SYNDICATE VIDEO-FIRE DPT.SHARE	000000	600.00
01-3061	CPS DISTRIBUTORS, INC					
		I-1282019	101-4221-425	REPAIRS CONTROL PANEL TIMER - FIRE DPT	000000	131.37
01-3531	RAKOW, JASON					
		I-122017	101-4221-422	PROFESSIONAL 6 COMMISSION MEETINGS	000000	150.00
01-3877	MUTUAL OF OMAHA					
		I-000687412352	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 2,048.39
01-0433	WELLMARK BLUE CROSS BLU					
		I-01/01/18	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	981.62
01-3877	MUTUAL OF OMAHA					
		I-000687412352	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 986.57
01-0433	WELLMARK BLUE CROSS BLU					
		I-01/01/18	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	7,025.72
01-0578	TWIN CITY HARDWARE & LU					
		I-A348629	101-4310-426	SUPPLIES FLAT WASHERS-FASTENERS/STRTS	000000	13.06
		I-A348871	101-4310-426	SUPPLIES PAINT-HINGE-GRAB HOOK/STREETS	000000	75.72
		I-A348894	101-4310-426	SUPPLIES FASTENERS/STREETS	000000	24.56
		I-A349372	101-4310-426	SUPPLIES (2) MED SHIR WRIST GLOVES/STRT	000000	25.98
		I-A349660	101-4310-425	REPAIRS IND WARN LIGHT - RED/STREETS	000000	8.49
		I-A349797	101-4310-426	SUPPLIES 6 PK BATTERIES/STREETS	000000	13.99
		I-A349984	101-4310-426	SUPPLIES (2) REDLINE V/STREETS	000000	39.98
		I-D376509	101-4310-426	SUPPLIES (25) LED WW BULBS-SOCKETS/STR	000000	60.69
		I-D376684	101-4310-426	SUPPLIES (4) ANTIFREEZE/STREETS	000000	11.96
		I-D377095	101-4310-426	SUPPLIES TRAFFIC BULB-BATTERIES/STREETS	000000	413.77
		I-D377928	101-4310-426	SUPPLIES (11) HALOPHANE FIXTURE/STREETS	000000	10,955.89

PACKET: 04223 COMBINED - 1/03/18

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
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-a349608	101-4310-426	SUPPLIES (2) ALKYD RED SPRAY PRIMER/STR	000000	7.58
01-0619	TWILIGHT FIRST AID & SA					
		I-21977	101-4310-426	SUPPLIES TABLETS-GLOVES/STREETS	000000	235.59
01-0674	WHITE'S QUEEN CITY MOTO					
		I-305444	101-4310-425	REPAIRS REPAIRS-TORSION BARS-BRAKES/ST	000000	2,068.25
01-0782	JACOBS PRECISION WELDIN					
		I-24552	101-4310-425	REPAIRS RECTAGULAR BAR/STREETS	000000	73.31
01-1171	A & B BUSINESS SOLUTION					
		I-IN461830	101-4310-426	SUPPLIES CONTRACT BASE COPIER CONTR/ST	000000	141.75
01-1288	ACE INDUSTRIAL SUPPLY,					
		I-1669555	101-4310-426	SUPPLIES WINTER STRETCH KNIT GLOVES/STR	000000	353.76
		I-1669607	101-4310-426	SUPPLIES PRO GRADE BLUE MASKING TAPE/ST	000000	146.32
01-1498	A & J SUPPLY					
		I-0217	101-4310-426	SUPPLIES FLAT 11.5 IN-4X8 SHEET/STREETS	000000	173.35
01-3628	BICKLE TRUCK & DIESEL S					
		I-12498	101-4310-425	REPAIRS PETERBILT BRAKE PROTECT/STRTS	000000	64.40
01-3754	WL CONSTRUCTION SUPPLY					
		I-16485	101-4310-426	SUPPLIES RESCUE MASTER DIAMOND BLADE/ST	000000	419.99
01-3877	MUTUAL OF OMAHA					
		I-000687412352	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	31.35
DEPARTMENT 310 STREETS						TOTAL: 22,385.46
01-0433	WELLMARK BLUE CROSS BLU					
		I-01/01/18	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,576.50
01-0514	HILLS MATERIALS COMPANY					
		I-1102064	101-4520-426	SUPPLIES 1 IN ROADSTONE/PARKS	000000	145.62
01-0578	TWIN CITY HARDWARE & LU					
		I-A348835	101-4520-426	SUPPLIES B/W NUMBER-CARRIAGE BOLT/PARKS	000000	20.59
		I-A349234	101-4520-425	REPAIRS ZINC OPEN BAR HOLDER/PARKS	000000	4.79
01-0583	OWENS INTERSTATE SALES					
		I-5268-325319	101-4520-426	SUPPLIES SEAFOAM-BRAKE CLEANER/PARKS	000000	87.24
01-1502	BLACK HILLS CHEMICAL					
		I-128074	101-4520-426	SUPPLIES TISSUE-BLEACH-TOWEL/PARKS	000000	406.70

PACKET: 04223 COMBINED - 1/03/18

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
01-1589	TEAM LABORATORY CHEMICA					
		I-INV0009227	101-4520-426	SUPPLIES (30) GRANULAR FERTILIZER/PARKS	000000	1,282.00
01-3259	INTERSTATE ENGINEERING					
		I-32832	101-4520-422	PROFESSIONAL EMERGENCY FLOOD STUDY SEP-NOV	000000	6,128.66
		I-33162	101-4520-422	PROFESSIONAL EMERGENCY FLOOD STUDY 11/7-18	000000	174.00
01-3877	MUTUAL OF OMAHA					
		I-000687412352	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	26.40
01-3977	ACE HARDWARE OF LEAD					
		I-6843	101-4520-425	REPAIRS ROUND BASE MAGNET/PARKS	000000	11.97
DEPARTMENT 520 PARKS						TOTAL: 11,864.47
01-0433	WELLMARK BLUE CROSS BLU					
		I-01/01/18	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	981.62
01-3314	CENTURY BUSINESS PRODUC					
		I-402804	101-4640-428	UTILITIES CONTRACT FOR 11/09-12/08/17	000000	405.81
01-3877	MUTUAL OF OMAHA					
		I-000687412352	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	7.43
DEPARTMENT 640 PLANNING AND ZONING						TOTAL: 1,394.86
FUND 101 GENERAL FUND						TOTAL: 80,421.37

PACKET: 04223 COMBINED - 1/03/18

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
01-0433	WELLMARK BLUE CROSS BLU					
		I-01/01/18	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,527.58
01-0578	TWIN CITY HARDWARE & LU					
		I-D376440	206-4550-426	SUPPLIES COPY PAPER, INK CTRDG-LIBRARY	000000	135.58
01-3877	MUTUAL OF OMAHA					
		I-000687412352	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	8.17
				DEPARTMENT 550 LIBRARY	TOTAL:	1,671.33
				FUND 206 LIBRARY FUND	TOTAL:	1,671.33

PACKET: 04223 COMBINED - 1/03/18

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
01-0433	WELLMARK BLUE CROSS BLU	I-01/01/18	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	545.96
01-0578	TWIN CITY HARDWARE & LU	I-A348916	209-4510-426	SUPPLIES LINDHAUS BAGS/REC CENTER	000000	19.99
		I-D377483	209-4510-426	SUPPLIES ICE MELT-PUSH BROOM/REC CENTER	000000	50.98
01-0931	PLAY IT AGAIN SPORTS	I-CALF PRESS/SLED	209-4510-434	MACHINERY/EQU LEG CALF PRESS-SLED/REC CENTER	000000	3,749.98
01-1725	QUILL CORPORATION	I-3159950	209-4510-426	SUPPLIES DESK CALENDARS - REC CENTER	000000	18.98
01-2645	HAWKINS INC	I-4199561 RI	209-4510-426	SUPPLIES AZONE-DELDREUM-HYD ACID/REC	000000	1,029.30
01-3151	KONE INC.	I-949780449	209-4510-422	PROFESSIONAL ELEVATOR MAINTENANCE/REC CENTE	000000	145.04
01-3506	ALSCO	I-LCAS0071561	209-4510-426	SUPPLIES MATS/REC CENTER	000000	132.00
01-3648	NETWORK SERVICES COMPAN	I-429207-2	209-4510-426	SUPPLIES HARDWOUND WHT TOWEL/REC	000000	47.26
		I-437295-0	209-4510-426	SUPPLIES SHAMPOO-TISSUE-TOWEL-GLV/REC	000000	205.79
01-3877	MUTUAL OF OMAHA	I-000687412352	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	4.93
01-3964	CONVERGINT TECHNOLOGIES	I-W524088	209-4510-425	REPAIRS ALARM SYSTEM REPAIRS/REC CENTE	000000	547.02
01-3975	FIRST NATIONAL CREDIT C	I-12-26-17 CC TRIDLE	209-4510-426	SUPPLIES (2) BB GOALS/REC	000000	379.14
		I-12-26-17 CC TRIDLE	209-4510-426	SUPPLIES (2) SHOWER CURTAIN LINERS/REC	000000	25.98
01-4284	2ND WIND EXERCISE	I-22-037211Q	209-4510-429	OTHER OCTANE FITNESSZERO RUNNER/REC	000000	6,237.84
DEPARTMENT 510 REC CENTER TOTAL:						13,140.19
01-1331	SD MUNICIPAL LEAGUE	I-110118	209-4980-429	OTHER 2018 MEMBERSHIP DUES	000000	1,838.83
DEPARTMENT 980 SPECIAL EVENTS TOTAL:						1,838.83
FUND 209 BED & BOOZE FUND TOTAL:						14,979.02

PACKET: 04223 COMBINED - 1/03/18

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1182	MACROVISION					
		I-2017-31	215-4572-235	VISITOR MGMT SYNDICATE VIDEO-HP PORTION	000000	2,400.00
		I-2017-32	215-4572-235	VISITOR MGMT FACEBOOK-OCTOBER-DECEMBER	000000	750.00
01-1437	SD DEPT. OF TOURISM					
		I-122217-3	215-4572-235	VISITOR MGMT DW ALIVE REGISTRATION	000000	1,175.00
01-1827	MS MAIL & MARKETING					
		I-9515	215-4572-235	VISITOR MGMT PRINTING 2018 CALENDARS	000000	2,560.04
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 6,885.04
01-0451	RUNGE, MIKE					
		I-12202017	215-4573-335	HIST. INTERP. RE-IMBURSEMENT FOR CITY ARCHIVE	000000	150.90
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-327031	215-4573-335	HIST. INTERP. 3-HPZBOOK & 5 DOCKING STATIONS	000000	6,803.76
		I-327122	215-4573-335	HIST. INTERP. WORK ON BASEMENT MONITOR	000000	159.38
01-0578	TWIN CITY HARDWARE & LU					
		I-A349794	215-4573-335	HIST. INTERP. CAM STRAP & SCREWS - ARCHIVES	000000	26.97
01-1182	MACROVISION					
		I-750	215-4573-335	HIST. INTERP. SUB TITLE CHINESE VIDEO	000000	100.00
01-2014	TOMS, DON					
		I-LEDGER PROJECT 8	215-4573-335	HIST. INTERP. LC STATE ATTORNEY RECORDS BK 8	000000	780.00
01-2585	PASTPERFECT SOFTWARE					
		I-2018-37392	215-4573-335	HIST. INTERP. SERVICE FOR 1/30/18-1/30/19	000000	432.00
01-2909	VERENDRYE MUSEUM INC.					
		I-120517	215-4573-325	HIST. INTERP. BUSINESS MEMBERSHIP	000000	75.00
01-4282	RUSHMORE CHINESE SCHOOL					
		I-1712001	215-4573-335	HIST. INTERP. TRANSCRIPT- 2010 CHINESE BURIA	000000	120.00
DEPARTMENT 573 HP HISTORIC INTERPRETATION						TOTAL: 8,648.01
01-0412	AMERICAN ENGINEERING TE					
		I-174646	215-4575-520	GRANT/LOAN PR 53 LINCOLN RETAINING WALL	000000	332.00
01-0563	RCS CONSTRUCTION					
		I-2F	215-4575-515	GRANT/LOAN RE RETAINING WALL - 53 LINCOLN	000000	9,242.12
01-1436	CITY OF LEAD					
		I-122217	215-4575-520	GRANT/LOAN PR OUTSIDE DEADWOOD GRANT-ROUND1	000000	12,400.00
DEPARTMENT 575 HP DEADWOOD GRANT AND LOAN						TOTAL: 21,974.12

PACKET: 04223 COMBINED - 1/03/18

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 576 HP PROFESSIONAL SERVICES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0250	GLOVER, SANDY					
		I-12217	215-4576-630	PROFES. SERV. CHRISTMAS LIGHTS	000000	220.38
01-1827	MS MAIL & MARKETING					
		I-9515	215-4576-630	PROFES. SERV. PRINTING 2018 CALENDARS	000000	338.64
01-4039	MAYNARD, MARLIN					
		I-12192017	215-4576-630	PROFES. SERV. CHIRSTMAS LIGHTS	000000	409.95
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						968.97
01-0578	TWIN CITY HARDWARE & LU					
		I-A348826	215-4577-725	CAPITAL ASSET PAINT - ADAMS HOUSE	000000	34.99
		I-A349192	215-4577-730	CAPITAL ASSET BATTERY BACKUP-ADAMS MUSEUM	000000	249.99
		I-D376329	215-4577-735	CAPITAL ASSET FASTENERS&PAINT RODEO GROUNDS	000000	17.57
		I-D376667	215-4577-775	CAPITAL ASSET EPOXY	000000	17.77
01-3554	DAKOTA SEALANTS INC.					
		I-1178	215-4577-725	CAPITAL ASSET ADAMS HOUSE SIDEWALK CAULKING	000000	1,400.00
		I-1779	215-4577-710	CAPITAL ASSET REC CENTER SIDEWALK CAULKING	000000	3,950.00
01-4285	CANYON VIEW AMISH FURNI					
		I-121917	215-4577-775-01	CIP-LOWER MAI 3 OAK BENCHES	000000	4,884.00
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						10,554.32
01-0433	WELLMARK BLUE CROSS BLU					
		I-01/01/18	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,638.26
01-0578	TWIN CITY HARDWARE & LU					
		I-A348698	215-4641-426	SUPPLIES ROPE FOR CHRISTAMS TREE	000000	20.60
		I-BR1002	215-4641-426	SUPPLIES HP YEARLY OFFICE SUPPLY ORDER	000000	1,327.22
		I-D377470	215-4641-426	SUPPLIES 2018 DESK CALENDARS	000000	33.97
		I-D377671	215-4641-426	SUPPLIES HOT/COLD CUPS	000000	509.83
01-1437	SD DEPT. OF TOURISM					
		I-122217	215-4641-427	TRAVEL BLAIR CONFERENCE REGISTRATION	000000	235.00
		I-122217-2	215-4641-427	TRAVEL JOHNSON CONFERENCE REGISTRATIO	000000	235.00
01-3838	VAST BROADBAND					
		I-121617	215-4641-428	UTILITIES MT MORIAH 12/20-1/19/18	000000	140.69
01-3877	MUTUAL OF OMAHA					
		I-000687412352	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	17.33
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						7,157.90
FUND 215 HISTORIC PRESERVATION TOTAL:						56,188.36

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
=====							
01-0563	RCS CONSTRUCTION						
		I-2F	216-1310	DUE FROM OTHE RETAINING WALL - 53 LINCOLN	000000	9,929.48	
01-4086	TWIN CITY HARDWARE - GR						
		I-170	216-1310	DUE FROM OTHE WORK DONE AT 170 PLEASANT	000000	2,045.25	
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	11,974.73

01-0563	RCS CONSTRUCTION						
		I-2F	216-4653-962-01	SPECIAL NEEDS RETAINING WALL - 53 LINCOLN	000000	10,000.00	
01-1496	LAWRENCE CO. REGISTER O						
		I-11113	216-4653-960	CLOSING CO SATISFACTION OF MORTGAGE SABO	000000	30.00	
01-3552	COMPETITIVE MASONRY						
		I-377144	216-4653-962-07	HISTORIC REHA HISTORIC REHAB - 48 TAYLOR	000000	5,159.16	
01-4086	TWIN CITY HARDWARE - GR						
		I-A349775	216-4653-962-03	WINDOWS GRANT STORM DOORS - 850 MAIN	000000	940.81	
		I-A349937	216-4653-962-08	FOUNDATION GR FOUNDATION - 562 WILLIAMS	000000	48.97	
		I-D370154	216-4653-962-03	WINDOWS GRANT STORM DOORS - 148 CHARLES	000000	600.00	
01-4283	BRICHER, FRANK						
		I-122217	216-4653-962-08	FOUNDATION GR FOUNDATION - 562 WILLIAMS	000000	392.70	
				DEPARTMENT 653	REVOLVING LOAN	TOTAL:	17,171.64

			FUND	216	REVOLVING LOAN	TOTAL:	29,146.37

PAGE: 13

BANK: FNBAP

FUND	602	WATER FUND	TOTAL:	3,733.30
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PACKET: 04223 COMBINED - 1/03/18

VENDOR SET: 01

FUND : 607 MT MORIAH CEMETERY OPERAT

DEPARTMENT: 580 MT. MORIAH

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3685	BLACK HILLS SECURITY &					
		I-R237250	607-4580-422	PROFESSIONAL ALARM JAN - MAR, 2018/MT MORIA	000000	89.85
01-3838	VAST BROADBAND					
		I-PHONE 12-16-17 MM	607-4580-428	UTILITIES TELEPHONE 12/20-01/19/18/MM	000000	40.87
		I-PHONE 12-16-17 MMG	607-4580-428	UTILITIES TELEPHONE 12/20-01/19/18/MMGS	000000	40.87
				DEPARTMENT 580 MT. MORIAH	TOTAL:	171.59
				FUND 607 MT MORIAH CEMETERY OPERAT	TOTAL:	171.59

PACKET: 04223 COMBINED - 1/03/18

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
01-0433	WELLMARK BLUE CROSS BLU					
		I-01/01/18	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,594.20
01-0508	GALLS, LLC					
		I-008872508	610-4360-426	SUPPLIES UNIFORM SHIRT - P & T	000000	49.97
		I-008882422	610-4360-426	SUPPLIES UNIFORM TROUSERS - P & T	000000	39.99
		I-008932878	610-4360-426	SUPPLIES NAMEPLATE - P & T	000000	14.51
		I-008945363	610-4360-426	SUPPLIES UNIFORM SHIRT - P & T	000000	49.98
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-327174	610-4360-425	REPAIRS INSTALL HP DESKTOP - P & T	000000	1,374.00
01-0578	TWIN CITY HARDWARE & LU					
		I-D376478	610-4360-426	SUPPLIES ASST. TOOLS - P & T	000000	9.99
01-1003	VERIZON WIRELESS					
		I-9797960754	610-4360-424	RENTALS PHONE SERVICE - METERS - P&T	000000	40.01
01-3712	PASSPORT PARKING, INC.					
		I-17111-164	610-4360-422	PROFESSIONAL NOV. MOBILE PAY - METERS	000000	53.50
01-3877	MUTUAL OF OMAHA					
		I-000687412352	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	14.85
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						5,241.00
01-0361	SD PUBLIC ASSURANCE ALL					
		I-24965	610-4361-422	PROFESSIONAL ADD'L COVERAGE - TROLLEY	000000	672.33
01-0433	WELLMARK BLUE CROSS BLU					
		I-01/01/18	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,057.24
01-0545	LYNN'S DAKOTA MART					
		I-0100	610-4361-426	SUPPLIES 24 PK WATER - TROLLEY	000000	39.92
01-0578	TWIN CITY HARDWARE & LU					
		I-A349952	610-4361-426	SUPPLIES HINGES - TROLLEY	000000	8.99
		I-D376299	610-4361-426	SUPPLIES TWIST NOZZLE - TROLLEY	000000	9.87
		I-D377317	610-4361-426	SUPPLIES BATTERIES,WOOD CLNR,MISC-TRLLY	000000	75.71
		I-D377408	610-4361-426	SUPPLIES DESKTOP CALENDARS - TROLLEY	000000	11.98
		I-D377482	610-4361-426	SUPPLIES STEP BIT, SPADE BIT - TROLLEY	000000	57.38
		I-D377571	610-4361-426	SUPPLIES LINER SHELF - TROLLEY	000000	4.29
01-0619	TWILIGHT FIRST AID & SA					
		I-21458	610-4361-426	SUPPLIES LENS CLEANERS,MUSCLE TABS-TROL	000000	36.90
		I-21840	610-4361-426	SUPPLIES LENS CLEANERS,WIPES,TABS-TROLL	000000	29.88
01-1503	BLACK HILLS SPECIAL SER					

PACKET: 04223 COMBINED - 1/03/18

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1503	BLACK HILLS SPECIAL SER	continued				
		I-619	610-4361-422	PROFESSIONAL TROLLEY CLEANING - NOV.	000000	980.00
01-1626	SERVALL UNIFORM AND LIN					
		I-2682565	610-4361-422	PROFESSIONAL TOWELS & MATS - TROLLEY	000000	72.06
		I-2688614	610-4361-422	PROFESSIONAL TOWELS & MATS - TROLLEY	000000	70.80
01-3706	STURGIS AUTO PARTS, INC					
		I-191919	610-4361-426	SUPPLIES BLOWER MOTOR,TAPE - TROLLEY	000000	60.09
01-3877	MUTUAL OF OMAHA					
		I-000687412352	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	5.70
01-4036	SCOTT PETERSON MOTORS O					
		I-122047	610-4361-426	SUPPLIES PEDAL FOR TROLLEY	000000	220.99
		I-58505	610-4361-425	REPAIRS TROLLEY REPAIR-INJECTOR HARNES	000000	211.13
01-4286	TCF EQUIPMENT FINANCE					
		I-344408	610-4361-422	PROFESSIONAL DOCUMENTATION FEE	000000	300.00
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						3,925.26

FUND 610 PARKING/TRANSPORTATION TOTAL:						9,166.26

PACKET: 04223 COMBINED - 1/03/18

VENDOR SET: 01

FUND : 611 MAIN STREET RAMP

DEPARTMENT: 362 MAIN STREET RAMP

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3151	KONE INC.					
		I-949780449	611-4362-422	PROFESSIONAL ELEVATOR MAINTENANCE/PRK RAMP	000000	145.04
01-3838	VAST BROADBAND					
		I-PHONE 12-16-17 RAM	611-4362-428	UTILITIES TELEPHONE 12/20-01/19/18/RAMP	000000	145.49
				DEPARTMENT 362 MAIN STREET RAMP	TOTAL:	290.53
				FUND 611 MAIN STREET RAMP	TOTAL:	290.53
					REPORT GRAND TOTAL:	195,768.13

1-2-18
5A

PETITION FOR ANNEXATION

The undersigned owners of real property described below, do hereby PETITION
for annexation into the municipal boundaries of the City of Deadwood pursuant to SDCL § 9-4-
1, et. alia, and represent as follows:

1. That they are the owners (or owner's representative) of real property in the
territory when combined are lying contiguous to the present limits of the City of Deadwood,
Lawrence County, South Dakota.
2. That they constitute not less than three-fourths of the registered voters and
the owners of not less than three-fourths of the value of the territory to be annexed and they
desire to have such property annexed into the City of Deadwood and become a part thereof. (At
time of this petition, no registered voters reside in the proposed annexation area.)
3. That attached hereto is a certified copy of an accurate plat or map of such
territory to be so annexed, in relation to presently existing boundaries of the City of Deadwood
showing that such territory to be annexed does lie contiguous to the existing boundaries of the
City of Deadwood.
4. That the territory to be annexed is shown on the annexation map attached
hereto and is more particularly described below:

Real Property owned by Frawley Ranches, Inc.:

Lawrence County Parcel ID# 21000-00603-263-10 located in: SW1/4 Ex H2 (.63 AC) + H3 (.26 AC) in
NE1/4, SW1/4 -W1/2, NW1/4, Section 26, T6N, R3E totaling 239.11AC.

and

Lawrence County Parcel ID#: 21000-00603-264-10 located in: SE1/4 + LOT AB (Abandonment) EX
Highway R.O.W. (1.74AC) in NW1/4, SE1/4 + Highway R.O.W. (2.55AC) in SW1/4, SE1/4 + E1/2,
NE1/4, Section 26, T6N, R3E totaling 235.66AC.

and

Lawrence County Parcel ID# 21000-00603-271-20 located in: E1/2, SE1/4 – SE1/4, NE1/4, Section 27, T6N, R3E, totaling 120AC.

and

Lawrence County Parcel ID# 21000-00603-271-30 located in: NE1/4, NE1/4, Section 27, T6N, R3E, totaling 40AC.

and

Lawrence County Parcel ID# 21000-00603-224-10 located in: S1/2, SE1/4, Section 22, T6N, R3E, totaling 80AC.

Real Property owned by Mountain View Ranches:

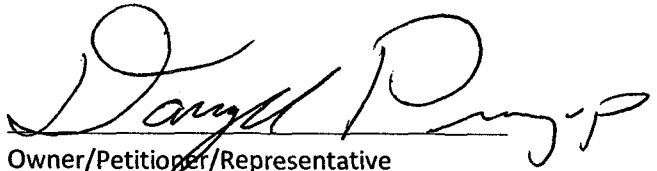
Lawrence County Parcel ID# 21000-00603-354-40 located in: Lien Outlot 2, Section 35, T6N, R3E, totaling 43.65AC.

and

Lawrence County Parcel ID# 21000-00603-354-30 located in: Lien Outlot 1, Section 35, T6N, R3E, totaling 46.59AC.

Real Property owned by United States of America:

Lawrence County Parcel ID# 17000-00503-000-01 public land located east of US Highway 85 R.O.W. Located in Section 2, T5N, R3E and the SW1/4, NW1/4, Section 1, T5N, R3E.

A handwritten signature in black ink, appearing to read "David P. Pung". The signature is written in a cursive, flowing style with a horizontal line underneath the name.

Owner/Petitioner/Representative
Frawley Ranches, Inc.

PROCLAMATION

1-2-18
SC

WHEREAS, Nadine Frances (Parker) Mindigo was born January 5, 1918 in Deadwood, South Dakota to Francis Joseph and Hilda Aurora Parker, and is being honored by family and friends on this her 100th birthday, and

WHEREAS, Nadine is the granddaughter of William Henry and Clara Elizabeth Parker also of Deadwood, and

WHEREAS, Nadine graduated from Deadwood High School in 1935 and attended the University of Colorado and the University of South Dakota and was a member of Alpha Phi, and

WHEREAS, Nadine joined PEO, a philanthropic women's organization, in 1940 in Deadwood and has been a member for over 77 years, and

WHEREAS, Nadine married Richard Donald Mindigo and moved to Columbus, Ohio where she still resides, and

WHEREAS, Nadine has five children: Marilyn Frances, Richard Parker, Michael Thomas, Edward Dean and Philip Alan, five grandchildren and six great-grandchildren, and

WHEREAS, the family cabin in Spearfish Canyon has been a gathering place for six generations for family members and friends from all over the country who thoroughly enjoy the history and beauty of Deadwood and the Black Hills, and

WHEREAS, Nadine is loved and cherished by her family and many friends for her pleasant smile, cheerfulness and kindness to others.

NOW, THEREFORE, I, Charles Turbiville, by virtue of the authority vested in me as Mayor of the City of Deadwood, do hereby proclaim Friday, January 5, 2018 as Nadine Frances (Parker) Mindigo Day in Deadwood, South Dakota.

FURTHERMORE, I along with the entire City Commission, congratulate Nadine on her 100th birthday and wish her continued good health and happiness.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Deadwood to be affixed this 5th day of January, 2018.



Charles Turbiville
Mayor Charles Turbiville

1-2-18
6A

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, \$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 Trehwella, \$10.28 per hour; Misty Trehwella, \$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.

CITY OF DEADWOOD

CHARLES M. TURBIVILLE, MAYOR

ATTEST:

MARY JO NELSON
CITY FINANCE OFFICER

DEADWOOD

POLICE DEPARTMENT

Kelly K. Fuller, Chief of Police

1-2-18
6D

TO: Wegner Auto Co.

ATTN: Don Gordon

FAX #: (605) 224-1659

REFERENCE: Contract #17149

*****CITY OF DEADWOOD PURCHASE ORDER #2018-0001*****

27. CLASS BJ TRUCK UTILITY ALL-WHEEL DRIVE: 4 DOOR

VENDOR #: 12031818

MFG: Dodge

MODEL: Durango Special Service

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

- Engine, 5.7 Liter V-8 355HP
- Seating Capacity 5 Passengers
- Cargo Volume 70 Cubic Feet
- Overall Length 202"
- Transmission, Automatic, OD
- Police Engine Cooling Package
- 220 Amp Alternator
- 750 CCA Heavy Duty Battery
- Interior Center Mounted Police Dome Light with Red and White Illumination
- Backup Camera
- Power Door Locks
- Power Windows
- Power Locks
- Radio, AM/FM with Auxiliary Audio Port/USB
- Air Bags Side Impact
- Rear Heat and Air Conditioning
- Police Wiring and Interior Power Supply for Lighting/Police Equipment

- Cruise Control/Tilt
- Floor Covering/Carpet
- Guard, Skid Plate Package-Manufacturers Standard (includes skid plates for the fuel tank, transfer case and front suspension)
- Towing Capacity 5000 Pounds
- Heavy Duty Suspension, Police Rated (PPV)
- Brakes – ABS, 4-Wheel Disc Brakes
- Trailer Tow Pkg., Cooler, Engine Oil Cooler, Cooler, Transmission
- Mirrors, Right and Left Outside
- Rear Window Defroster
- Seats, Front, Bucket, Cloth
- Power Adjustable Driver's Seat
- Seat Covering Heavy Duty Cloth
- Wipers, Multiple Speed
- Wiper, Rear Window
- Dark Tinted Glass
- Factory Freight

Delivery 120-150 Days

Base Cost: \$28,553

OPTIONS:

- Light, Spot Light, Post Mounted 6" (black housing) \$690
- Push Bar.....\$1,290
- Delivery.....\$180

TOTAL COST.....\$30,713

APPROVAL: _____
KELLY K. FULLER – CHIEF OF POLICE

DATE: _____

1-2-18
6E

The "Master Lease": Master Lease Number 0734571M Dated December 12, 2017	
"Lessee": City of Deadwood, 102 Sherman Street, Deadwood, SD 57732	
Fax: (605) 722-0786	E-mail:
"Lessor": TCF Equipment Finance, a division of TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305	
Fax: 952-656-3273	E-mail: customerservice@tcfcf.com

Master Lease Terms and Conditions

1. **LEASE.** Lessee hereby agrees to lease from Lessor and, subject to satisfaction of all Lessor's requirements and no material adverse change in Lessee's condition or business, Lessor agrees to lease to Lessee the personal property, services and/or software described in one or more Schedules (each a "Schedule") to this Master Lease signed by Lessor and Lessee from time to time on the terms and conditions set forth herein and in the related Schedule (such property and services, together with all replacements, repairs, and additions thereto, collectively the "Equipment"; and each item, an "Item"). Lessee authorizes Lessor to add to the Schedule, or make necessary corrections to, serial numbers or other identification of the Equipment when known. Each Schedule incorporates the terms of this Master Lease, is considered a separate lease and shall be referred to herein as "this Lease". Capitalized terms have the meanings given to them in the Schedule or herein. If the terms of a Schedule conflict with the terms of this Master Lease, the terms of the Schedule shall control.

2. **TERM.** The term of this Lease with respect to each Item begins on the date Lessee accepts such Item and continues for the number of consecutive months from the Commencement Date shown in the applicable Schedule (the "Initial Term") unless earlier canceled, terminated or extended as provided herein or in the Schedule. Lessee shall promptly inspect the Equipment upon delivery and, if acceptable, execute and deliver a certificate of acceptance, in form acceptable to Lessor. Lessee authorizes Lessor to fill in the Commencement Date in the Schedule, which will be determined based on the date that the final Item hereunder is accepted by Lessee. If the final Item is accepted between the 1st and the 15th days of a month, the Commencement Date is the 15th day of such month; if the final Item is delivered and accepted between the 16th and the last days of a month, the Commencement Date is the 1st day of the following month. The term of this Lease may be extended as provided in the applicable Schedule.

3. **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 may from time to time make telephonic requests for, and Lessee hereby authorizes, Lessor or its agents to make and draw checks or drafts on a checking account to be designated by Lessee, payable to Lessor or order, to pay rent and other amounts due hereunder, plus Lessor's standard per item fee for making and drawing such check or draft not to exceed the maximum amount permitted by law. Lessor may rely on such request made by any person it believes has authority to make such request on behalf of Lessee. 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 automatic payment request 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.

4. **USE; REPAIRS.** Lessee shall use the Equipment within recommended capacities, only for its designed purposes, in compliance with all laws, regulations and ordinances. At Lessee's expense, Lessee will maintain the Equipment in good repair and working order, furnish all needed parts and services and make all modifications and improvements required by law. Lessee will use only manufacturer's approved replacement parts and components, where available, in the performance of any maintenance and repair of the Equipment. Lessee will not modify or improve the Equipment without Lessor's consent. All parts, modifications and improvements will become Lessor's property and part of the Equipment. Lessee shall prepare and file all tax returns that it may file for taxes that are Lessee's responsibility hereunder, including but not limited to personal property taxes if the End of Lease Provision under the applicable Schedule is (i) "Mandatory Purchase" or (ii) "Purchase Option" and the price for such option is a dollar amount stated in such Schedule.

5. **RETURN.** Subject only to strict compliance with the terms of any purchase or renewal provisions which are set forth herein or in any Schedule, upon expiration or earlier cancellation or termination hereof, Lessee shall, at its sole expense and risk, in accordance with industry standards and manufacturers recommendations, de-install, disassemble, pack, crate, insure and return the Equipment to any location in the United States designated by Lessor. The Equipment shall be in the same condition as when received by Lessee, reasonable wear and tear from normal, proper use excepted, capable and ready for reuse by another user without need for repair or refurbishment, and shall be free and clear of any liens, and shall comply with all applicable laws. If requested by Lessor, at Lessee's expense, at least 30 days prior to expiration or upon earlier termination of this lease, Lessee shall cause a qualified equipment maintenance provider acceptable to the Lessor to perform a comprehensive inspection and provide a certification letter as to the working condition of the Equipment. If maintenance or repairs are needed to meet performance specifications, Lessee shall cause such repairs and maintenance to be made or remit the cost to the Lessor. Until properly returned, all Lease terms shall apply, including without limitation all Lessee's rent, insurance and maintenance obligations.

6. **DISCLAIMERS.** LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF, THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE WITH RESPECT TO, OR ANY OTHER MATTER CONCERNING, THE EQUIPMENT, AND EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES AND ANY OTHER WARRANTIES IMPLIED BY LAW. LESSEE HEREBY WAIVES ALL CLAIMS AGAINST LESSOR FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE EQUIPMENT OR ANY DEFECT THEREIN, OR BY THE DELIVERY, INSTALLATION, USE, MAINTENANCE OR SERVICING OF OR ADJUSTMENT TO THE EQUIPMENT. AS TO LESSOR, LESSEE LEASES THE EQUIPMENT AS-IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND. Lessee acknowledges that: Lessor is not a dealer, maintenance provider or manufacturer of equipment of any kind; is not the seller of the Equipment; each Item is of a type, size, design and capacity selected solely by Lessee; and this Lease is a "finance lease" under UCC Article 2A in all respects. To the extent permitted by law, Lessee unconditionally and irrevocably waives any and all rights and remedies against Lessor at law or in equity (including, without limitation, any rights and remedies granted Lessee under Article 2A of the Uniform Commercial Code and/or the right to reject any Equipment or repudiate this Lease).

7. **INDEMNITY.** Lessee shall indemnify and hold Lessor harmless from any and all claims, actions, damages, legal expenses (including reasonable attorneys' fees), obligations, liabilities, liens, fines, penalties or other amounts arising out of the manufacture, purchase, lease, use, condition, possession, ownership, operation or return of any Equipment, or in connection with latent or other defects, or any claim for patent, trademark or copyright infringement, including any strict liability claims, whether arising by operation of law, or with or without Lessee's fault or negligence or failure to comply with the terms hereof, and as a result of any lien, encumbrance or claim made on the Equipment by anyone, including Lessee's employees and agents, imposed or incurred by or asserted against Lessor, its successors or assigns. At Lessor's option, Lessee shall assume full responsibility for the defense of any indemnified claim.

8. **LOSS.** Lessee shall bear the entire risk of loss, theft, damage or destruction of any or all Items from any cause whatsoever ("Loss"); and no Loss shall relieve Lessee of any rent payment or other obligation hereunder. If Lessor determines that any Item has suffered an irreparable Loss, Lessee will pay Lessor (i) all rent and other amounts due but unpaid hereunder related to the Item plus (ii) all rent not yet due for the Item for the remaining term of this Lease, discounted from their respective due dates at the rate of 3% per annum, plus (iii) the greater of (a) the Mandatory Purchase Price related to the Item; (b) the Item's "Anticipated Residual Value" as determined by Lessor's books at the Commencement Date; or (c) 10% of the original Total Cost related to the Item.

9. **INSURANCE.** With respect to the Equipment, Lessee shall pay for and maintain, and furnish Lessor a certificate evidencing, insurance insuring against: (a) liability for bodily injury and property damage with a minimum combined single limit of \$3,000,000.00, with Lessor as additional insured, and (b) loss or damage to the Equipment in an amount no less than the Equipment's full replacement value, with Lessor as loss payee. Each insurance policy shall be in such form, including a maximum deductible, and with such insurers as Lessor may accept, shall require the insurer to give Lessor at least 30 days' prior written

The "Lease": Equipment Schedule Number 003-0734571-300 Dated December 12, 2017 to Master Lease Number 0734571M Dated December 12, 2017

"Lessee"

City of Deadwood, 102 Sherman Street, Deadwood, SD 57732

Contact: Mary Jo Nelson

Phone: (605) 578-2600

"Lessor"

TCF Equipment Finance, a division of TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305

This Equipment Schedule (this "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

Commencement Date	Initial Term	Rent Payment Period	Each Rent Payment	Advance Rent Payment(s)	Interim Rent Daily Factor	Security Deposit	Total Cost	End of Lease Provisions
	48 Months	Monthly	\$3,133.62 plus applicable taxes except financed sales tax included in Total Cost	N/A For Installment(s): N/A	0.0299%	N/A	\$150,801.58	Mandatory Purchase \$25,000.00

EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (The "Equipment"):

Description (including features)	Location
(1) 2017 FORD 208 FRONT ENGINE TROLLEY VIN#:1F66F5DY8H0A15589 together with all attachments and accessories thereto	102 Sherman Street, Deadwood, SD 57732

Each Rent Payment shall be payable in arrears on the date that is one month after the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only:

- This is a Mandatory Purchase Lease, meaning that Lessor is financing Lessee's purchase of the Equipment. Notwithstanding anything contained in this Lease to the contrary, Lessee and Lessor hereby agree and acknowledge that Lessee owns and holds legal title to the Equipment and, pursuant to Section 13 of the Master Lease, grants to Lessor a security interest in the Equipment. Lessee represents, warrants and agrees with and to Lessor that Lessee will at all times own and hold good legal title to the Equipment, and Lessor will at all times hold a valid, perfected and enforceable first priority security interest in the Equipment and proceeds thereof, subject to no other security interest, mortgage, lien or encumbrance. Lessee shall be liable for all costs of maintaining Lessor's perfected security interest in the Equipment, keeping the Equipment free of all encumbrances and security interests prohibited hereby and removing same if they should arise.
- On the expiration of the Initial Term of this Lease, Lessee must pay to Lessor, in immediately available funds, the mandatory purchase amount shown above (the "Mandatory Purchase Price"), plus all sales and use taxes arising on the sale of the Equipment. Failure to make such payment will be an Event of Default under this Lease.
- Upon Lessor's receipt of the Mandatory Purchase Price plus applicable sales and use tax and any rent or other amount owing under this Lease or otherwise owing to Lessor, Lessor's security interest in the Equipment will be deemed satisfied and, on Lessee's request at such time, Lessor will deliver to Lessee such lien releases or amendments to UCC financing statements as Lessor deems necessary to reflect the satisfaction of Lessor's security interest in the Equipment.
- Lessor makes no representation regarding the income tax consequences of this Lease. Lessor will treat this Lease as a sale regardless of how Lessee treats it.

The Master Lease as it relates to this Schedule and the Equipment only, is hereby amended as follows:

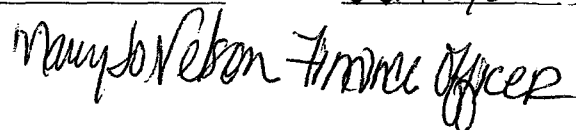
- The third sentence of Section 11 of the Master Lease is hereby deleted in its entirety and replaced with the following new sentence:
"Lessee shall be entitled to any surplus and remain liable for any deficiency."

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

Lessee: City of Deadwood

By: _____ Title: _____

By:  Title: 

 Finance Officer



notice of any cancellation or change in terms, and shall specify that no action or misrepresentation by Lessee will affect Lessor's coverage. Lessor has no duty to verify or notify Lessee that any such policy exists or is free of defects. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims, receive payments and execute and endorse all documents, checks or drafts under any such policy. If Lessee fails to maintain, pay for or provide Lessor with evidence of the required insurance, Lessor may, but is not obligated to, obtain insurance covering Lessor's interest in the Equipment from an insurer of Lessor's choice. Lessor may charge Lessee the costs of acquiring and maintaining such insurance, and a fee for Lessor's services (collectively, "Insurance Charge"). At its discretion, Lessor may allocate the Insurance Charge to the remaining Rent Payments, which Lessee will pay with interest on such allocation. Nothing in this Lease will create an insurance relationship of any type between Lessor and any other person.

10. **DEFAULT.** Each of the following is an "Event of Default" hereunder: (a) Lessee fails to pay any rent or other payment required hereunder when due; (b) Lessee fails to comply with any other covenant or agreement hereunder and such failure continues for 10 days after notice by Lessor; (c) Lessee defaults under any other obligation to Lessor; (d) Lessee or any guarantor of this Lease ("Guarantor"), or any partner of Lessee ("Partner") if Lessee is a partnership, ceases doing business as a going concern or makes an assignment for the benefit of creditors; (e) Lessee or any Guarantor or Partner admits in writing an inability to pay debts as they come due, voluntarily files or has filed against it involuntarily a petition under the federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for it or for all or a substantial part of its assets; (f) any individual Lessee, Guarantor or Partner dies; (g) any material indebtedness of Lessee or any Guarantor is accelerated or payment in full thereof is demanded; (h) Lessee or any Guarantor consolidates with, merges into or transfers all or substantially all its assets to another entity or individual; or (i) Lessee fails to occupy the premises where any Item is located, or the mortgagee or owner of such premises asserts the right to take possession thereof or exercise eviction or other remedies under the mortgage or lease of such premises.

11. **REMEDIES.** At any time on or after an Event of Default, Lessor may in its sole discretion, with or without canceling or terminating this Lease, exercise one or more of the following remedies: (a) on written notice to Lessee, cancel or terminate this Lease; (b) declare immediately due and payable and recover from Lessee, as liquidated damages and not as a penalty, the sum of all rent and other amounts then due, plus all rent and other payments for the remaining term of this Lease, discounted from their respective due dates at the rate of 3% per annum, plus the greater of (i) the Mandatory Purchase Price; (ii) the Equipment's "Anticipated Residual Value", as determined by Lessor's books at the Commencement Date; or (iii) 10% of the original Total Cost; (c) enforce performance of, and/or recover damages for the breach of, Lessee's covenants; (d) repossess the Equipment wherever located, without notice or legal process; (e) exercise any other right or remedy available by law or agreement. Upon repossession, Lessor may retain the Equipment in full satisfaction of Lessee's obligations or may use reasonable efforts to sell or lease the Equipment in a manner and on terms as deemed appropriate by Lessor. Lessor will be entitled to any surplus and Lessee will be liable for any deficiency. Lessor may recover legal fees and other expenses incurred due to an Event of Default or the exercise of any remedy hereunder, including costs of repossession, repair, storage, transportation and disposition of the Equipment. No remedy shall be exclusive, and each shall be cumulative.

12. **ASSIGNMENT.** Without Lessor's prior written consent, Lessee will not sell, assign, sublet, pledge or otherwise encumber or permit a lien arising through Lessee to exist against any interest in this Lease or the Equipment. Lessor may assign its interest in this Lease and sell or grant a security interest in all or any part of the Equipment without notice to or consent of Lessee. Lessee agrees not to assert against any assignee of Lessor any claim or defense Lessee may have against Lessor.

13. **NON-CANCELABLE, UNCONDITIONAL OBLIGATION.** This Lease cannot be canceled or terminated except as expressly provided herein. This Lease is a net lease; Lessee agrees that its obligation to pay rent and other amounts payable hereunder is absolute and unconditional and shall not be subject to any abatement, reduction, setoff or defense of any kind. If this Lease is deemed to be a lease intended as security, (i) Lessee grants Lessor a security interest in the Equipment to secure its obligations under this Lease and all present and future indebtedness to Lessor; (ii) this Lease shall be construed so that interest, the applicable interest rate or other charges shall not exceed the maximum time price differential, rate, interest or amount allowed by applicable law, and any excess payment will be applied first to prepay principal hereunder and then as a refund to Lessee; and (iii) if Lessee is an individual and the principal amount hereof is \$100,000 or more, this Lease is made under Minn. Stat. Sec. 334.01; this Lease is made under Minn. Stat. Sec. 334.022 if Lessee is an "organization" as defined therein. The Equipment shall at all times remain Lessor's property, and Lessee's only right, title or interest therein shall be as set forth herein. At its expense, Lessee shall protect and defend Lessor's title and interest and keep the Equipment free of all claims and liens except those created by or arising through Lessor. Lessee authorizes Lessor to file such financing statements, title certificates and instruments as Lessor deems necessary to protect Lessor's interests in the Equipment, without Lessee's signature, and, if such signature is needed, Lessee appoints Lessor as Lessee's attorney-in-fact to sign such items in Lessee's name. Lessee will reimburse Lessor's costs with respect thereto on demand. Lessee's exact legal name is as shown above and: (i) if Lessee is an individual, such legal name is exactly as stated on Lessee's valid and unexpired state driver's license, or alternative state identification, issued by Lessee's primary state of residence

("Lessee State ID"); or (ii) if Lessee is a legal entity, such legal name is as stated on Lessee's applicable organizational documents; and Lessee will not change its legal name, will not change its chief executive office or state of organization (if a legal entity) or its principal residence (if an individual), and will not permit its Lessee State ID to expire, become invalid, or fail to be properly renewed, (if an individual) without, in each case, giving Lessor at least 30 days' prior written notice of any such event, and, at any time during the Lease, Lessee will, upon request of Lessor, provide copies of its Lessee State ID (if an individual) or applicable organizational documents (if a legal entity). Lessee, if an individual, is a citizen or lawful permanent resident of the United States. Lessor may inspect the Equipment and Lessee's records related thereto at any time during business hours. All representations, warranties and indemnities of Lessee made to in or in connection with this Lease shall survive expiration, cancellation or termination of this Lease.

14. **GOVERNING LAW; JURY TRIAL WAIVER.** THIS LEASE, AND ALL MATTERS ARISING FROM THIS LEASE, INCLUDING ALL INTEREST AND FINANCE CHARGES HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT NOT PREEMPTED BY FEDERAL LAW, BY THE LAWS OF THE STATE OF MINNESOTA (EXCLUDING CONFLICTS LAWS). LESSEE HEREBY CONSENTS TO JURISDICTION AND VENUE OF THE FEDERAL OR STATE COURTS SITTING IN THE STATE OF MINNESOTA FOR RESOLUTION OF ALL DISPUTES OF ANY NATURE WHATSOEVER REGARDING THIS LEASE OR ANY TRANSACTION CONTEMPLATED HEREBY. LESSEE AGREES THAT, AT LESSOR'S SOLE ELECTION AND DETERMINATION, LESSOR MAY SELECT AN ALTERNATIVE FORUM, INCLUDING ARBITRATION OR MEDIATION, TO ADJUDICATE ANY DISPUTE ARISING OUT OF THIS LEASE. THE PARTIES HERETO, AFTER CONSULTING (OR HAVING HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS LEASE OR ANY RELATED AGREEMENTS.

15. **MISCELLANEOUS.** This Lease constitutes the entire agreement between Lessee and Lessor with respect to the subject matter hereof; there is no other oral or written agreement or understanding. In Lessor's sole discretion, this Lease and related documents may be electronically copied and/or delivered by facsimile or other electronic means of transmission ("e-copy") and the e-copy of any document or the printed version thereof shall be deemed an original, and admissible as such in any court or other proceeding; provided that there shall be only one original counterpart of each Schedule, and it shall bear the original signature of Lessor and be marked "Original." To the extent a Schedule is "chattel paper", a security or ownership interest may only be created therein by transferring the "Original" bearing Lessor's original signature. If Lessor permits Lessee to deliver this Lease or any related documents to Lessor via electronic means, Lessee shall deliver to Lessor, promptly on request, such document bearing Lessee's original "wet ink" signature; provided that neither delivery nor failure to deliver such "wet ink" signature shall limit the representations and agreements set forth herein. Except as expressly set forth herein, this Lease may not be amended or modified except by a writing manually signed by the parties. Lessee shall pay Lessor's costs, fees and expenses incurred in connection with any amendment, waiver, release, cancellation or termination of this Lease or any related document, financing statement, title certificate or instrument, including but not limited to filing and recording fees. This Lease is binding on and inures to the benefit of the parties hereto, their permitted successors and assigns. Any written notice hereunder shall be deemed given when delivered personally, deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mails, certified or registered mail, addressed to recipient at its address set forth above or such other address as may be substituted therefor by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates, successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including the use of automatic telephone dialing systems or prerecorded voice messaging) or by sending email or automated (SMS) text messages. If more than one Lessee is named herein, the obligations of each shall be joint and several. Lessee authorizes, and represents that all Lessee's principals have authorized, Lessor to obtain such credit bureau reports and make such other credit inquiries with respect to Lessee and such principals as Lessor deems appropriate throughout the term of this Lease; on written request, Lessor will identify any reporting agency used for such reports. Lessee warrants and agrees that the Equipment will be used for business purposes only, and not for personal, family or household purposes. Our institution complies with Section 326 of the USA PATRIOT Act. This law mandates that we verify certain information about you while processing your account application. Lessee shall not allow any Blocked Person(s) to have an ownership interest in or control of Lessee. "Blocked Person" means any person or entity (A) that is now or at any time on a list of Specially Designated Nationals issued by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury or any sectoral sanctions identification list; (B) whose property or interests in property are blocked by OFAC or who is subject to sanctions imposed by law, or (C) otherwise designated by the United States or any regulator to be a person with whom Lessor is not permitted to extend credit to or with regard to whom, a debtor-creditor relationship may result in penalties. Lessee shall provide information identifying the owners of Lessee and its affiliates and their respective ownership interests as requested by Lessor.

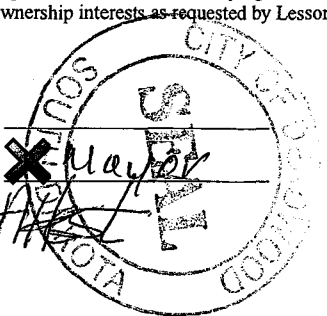
Lessor: TCF Equipment Finance, a division of TCF National Bank
Lessee: City of Deadwood

By: _____

By: *Marked [Signature]*
Mary Overton

Title: _____

Title: *Mayor*





Delivery and Acceptance Certificate

The "Lease": Equipment Lease Number 003-0734571-300 Dated December 12, 2017

"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

This Certificate relates to the Equipment (the "Equipment") that is described in the Lease.

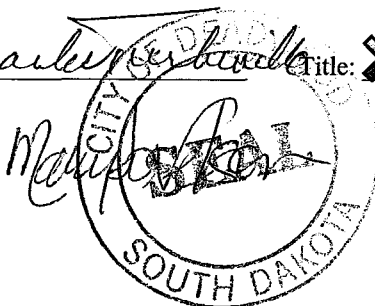
Pursuant to the Lease, Lessee acknowledges that Lessor has acquired the Equipment in connection with the Lease and Lessee has either received a copy of the purchase agreement with the vendor of the Equipment on or before signing the Lease or has approved such purchase. Lessee hereby represents, warrants and certifies that (i) all of the Equipment has been delivered to Lessee at the Equipment Location set forth in the Lease and has been installed, tested and inspected by Lessee or duly authorized representatives of Lessee, (ii) the Equipment Description set forth in the Lease is complete and correct, (iii) the Equipment is exactly what Lessee ordered, is in good working order, is satisfactory in all respects and has been accepted by Lessee under the Lease as of the Acceptance Date set forth below, and (iv) there has been no adverse change in the business or financial condition of Lessee or any guarantor of the Lease since the day the most recent financial statement of Lessee or any guarantor was submitted to Lessor. If Lessee has made a deposit to the Equipment vendor(s), by signing this Certificate, Lessee hereby transfers all of Lessee's right, title and interest in and to the Equipment to Lessor, except to the extent set forth in the Lease, whether or not the Lessee has been reimbursed for the deposit(s).

IMPORTANT: LESSEE SHOULD SIGN THIS CERTIFICATE ONLY AFTER LESSEE HAS RECEIVED AND IS COMPLETELY SATISFIED WITH THE EQUIPMENT. BY SIGNING THIS CERTIFICATE, LESSEE (1) IS IRREVOCABLY ACCEPTING THE EQUIPMENT, (2) BECOMES ABSOLUTELY AND IRREVOCABLY OBLIGATED TO LESSOR UNDER THE LEASE, AND (3) MAY NOT THEREAFTER REJECT THE EQUIPMENT, CANCEL OR TERMINATE THE LEASE OR DENY ANY STATEMENT MADE IN THIS CERTIFICATE, FOR ANY REASON WHATSOEVER.

Acceptance Date: X 12-18-17

Lessee: City of Deadwood

By: X [Signature] Title: X Mayor





Pay Proceeds Letter

The "Lease": Equipment Lease Number 003-0734571-300 Dated December 12, 2017
"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

The above-referenced Lessee and Lessor have entered into the Lease for the lease of certain equipment, personal property, services and/or software, as more particularly described in the Lease (the "Equipment"), subject to the satisfaction of certain conditions. Lessee and Lessor may have also entered into an Interim Funding Addendum (the "Interim Funding Addendum") and one or more other Addenda to the Lease, which Addenda are part of the Lease.

Lessee has reviewed and approved the invoice(s) referenced in the table below. Pursuant to the Lease, Lessee hereby irrevocably authorizes and requests Lessor to make payment of the invoice(s) to the vendor(s), licensor(s) or designee(s) of licensor(s) of the Equipment upon Lessor's receipt of (a) Lessee's signed Delivery and Acceptance Certificate with respect to the Equipment covered by the applicable invoice(s), or (b) an Interim Funding Addendum, signed by Lessee, requesting Lessor to make advance payment in respect of the Equipment covered by the applicable invoice(s) prior to delivery and acceptance thereof. In either case, subject to Lessor's acceptance of the Lease, Lessee agrees that all terms and conditions of the Lease, including without limitation any Interim Funding Addendum and any other Addenda to the Lease, are in full force and effect and Lessee shall make all payments when and as required thereby.

Payee	Invoice Number	Amount
-------	----------------	--------

Double K Inc dba Hometown Trolley

\$150,801.58

	Total	\$150,801.58
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Date: X 12-18-17

Lessee: City of Deadwood

By: X Charles Furber Title: X Mayor



The "Contract": Lease Number 003-0734571-300 dated December 12, 2017
"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

Equipment Description and Location:

Description (including features)	Location
(1) 2017 FORD 208 FRONT ENGINE TROLLEY VIN#: 1F66F5DY8H0A15589 together with all attachments and accessories thereto	102 Sherman Street, Deadwood, SD 57732



PLEASE COMPLETE ALL SECTIONS BELOW

Billing Address: 102 Sherman Street, Deadwood, SD, 57732

☒ The billing address stated above is correct.

☐ Change the billing address to the following address: _____

Lessee Fax #: 605-722-0786

Lessee E-mail: maryjo@cityofdeadwood.com, tomk@cityofdeadwood.com

Equipment Location and Vehicle Titling Location:

☐ The Equipment will be located at the Equipment Location(s) stated above or on Exhibit A; provided that if any Equipment is motor vehicles, such vehicles will be titled in the titling office for the Equipment Location stated above or on Exhibit A.

☐ The Equipment will be located at: 62 Dunkin, Deadwood SD
(If multiple locations, attach a list indicating by item of Equipment the City, State and County where such item will be located)
and the vehicles will be titled in: _____ (State) _____ (City) _____ (County)
(If multiple vehicles titled in multiple states, attach a list indicating by VIN the State, City and County each vehicle will be titled)

Tax Status (LEASE TRANSACTIONS ONLY):

1. Sales/Use Tax: (check one)

☐ Subject to Sales and Use Tax. (Tax will be based on the state where the vehicle is titled and where other Equipment is located).

☐ Exempt from sales and use tax, for the following reason: _____

☒ Exemption Certificate Attached

☐ Valid Exemption Certificate already on file with Lessor.

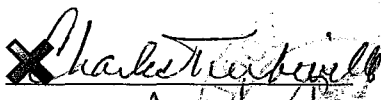
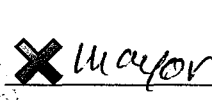
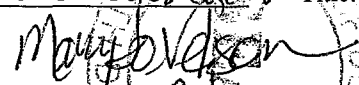
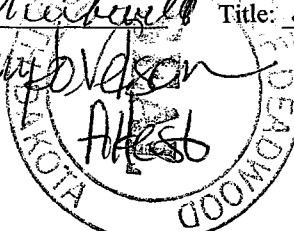
If you are exempt from sales tax, you MUST provide exemption certificate or you will automatically be charged sales tax

2. Heavy Vehicle Use Tax: Some vehicles are liable for Heavy Vehicle Use Tax, filed on Federal Form 2290. Lessor does not file this return. If you determine the vehicle(s) is liable for this tax, you should include it on your own Form 2290. Failure to report a taxable vehicle may prevent you from obtaining licenses or tabs.

Personal Property Tax: If the Equipment is located in a state or locality that requires reporting of the Equipment on a personal property tax return, you must include the Equipment with other property you own.

Acknowledged by:

Lessee: City of Deadwood

By:  Title: 



The "Lease": Equipment Lease Number 003-0734571-300 Dated December 12, 2017
"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


This Addendum is attached to and made a part of the above-referenced Lease between the above-named Lessee and Lessor. In addition to the provisions set forth in the Lease which are applicable to all Equipment, the following shall apply to any of the Equipment which constitutes motor vehicles intended for over-the-road, highway usage ("Motor Vehicles"):

1. The Motor Vehicles shall be operated only by appropriately licensed drivers to be selected, employed, controlled and paid by Lessee and who shall be conclusively presumed to be the agents of Lessee. The Motor Vehicles shall be operated in a safe and reasonable manner so as to prevent loss or damage to the Motor Vehicles or other property and injury to third parties. Lessee will, at its sole expense: (a) supply and replace all parts and tires for the Motor Vehicles and all gasoline, oil, grease and other items required in the operation of the Motor Vehicles; (b) prior to any operation of the Motor Vehicles, obtain all titles, registrations, registration plates, permits and licenses, including all renewals thereof, which are required for the lawful ownership, use and operation of the Motor Vehicles; (c) cause the Motor Vehicles to be titled and registered (i) in the name of Lessor as owner, or (ii) if the End of Lease Provision for the Lease is "Mandatory Purchase," in the name of Lessee as owner, with Lessor's first priority security interest noted on the title, or (iii) in such other manner as Lessor shall direct; (d) furnish all original certificates of title, lien registration notices and related documentation to Lessor; and (e) retain all certificates of registration (and, where required by applicable law, a copy of the Lease) in the Motor Vehicles. Lessor may furnish Lessee with appropriate powers of attorney for the sole and limited purpose of effecting said titling, registration and licensing. Lessee will pay when due, and will indemnify and hold Lessor and its assigns harmless from and against: (i) any license or other fees, liabilities, losses, damages, penalties, claims, actions, suits, costs and expenses, including legal expenses, of every kind and nature whatsoever, imposed on, incurred by, or asserted against Lessor or its agents, successors and assigns, in any way relating to or arising out of any power of attorney issued by Lessor to any person or persons designated by Lessee to apply on behalf of Lessor for applications for the licensing, titling or registration of the Motor Vehicles, or any odometer certification with respect to the Motor Vehicles; and (ii) all towing charges, parking tolls, fines, parking and speeding tickets and other civil and criminal motor vehicle violations (and all fines, penalties and interest applicable thereto) with respect to the Motor Vehicles. Lessee shall pay and shall file all returns with respect to all taxes, including highway use taxes, with respect to the Motor Vehicles, unless otherwise directed in writing by Lessor.

2. Notwithstanding anything to the contrary contained in the Lease, and in addition to the terms and conditions contained in the Lease and in any Return Condition Lease Addendum and any other Lease Addenda, if Lessee does not exercise, or is precluded from exercising, any option to purchase the Motor Vehicles at the expiration or earlier cancellation or termination of the Lease, then Lessee shall, at Lessee's sole cost and expense, return all, but not less than all, of the Motor Vehicles in accordance with the terms of the Lease, such Addenda and also the following: (i) with engine, transmission and drive axles within manufacturer's tolerances, including manifold and crankcase pressures, as measured by dynamometer test upon return at Lessee's expense; (ii) free of all rust and corrosion, clean and in good cosmetic condition, with all glass intact and unbroken, and all insignias and advertising removed and any damage from such removal repaired; (iii) with all systems capable of performing their intended design functions within manufacturer's specifications; and (iv) with all tires with matched tread design and size, in safe operating condition, with at least 50% of original tread remaining and no sidewall or casing damage or splits.

3. All capitalized terms used herein and not defined herein shall have the meanings set forth or referred to in the Lease or any Equipment Schedule thereto. Except as specifically set forth herein, all of the terms and conditions of the Lease, including without limitation any other Lease Addenda, shall remain in full force and effect and are hereby ratified and affirmed. The provisions of this Addendum are intended to supplement and not replace the provisions of the Lease and other Lease Addenda; provided that to the extent that any of the provisions of this Addendum conflict with any provisions contained in the Lease or any other Lease Addendum, the provisions of any Return Condition Addendum or any other Lease Addendum shall control over the conflicting provisions in this Addendum and the provisions of this Addendum shall control over the conflicting provisions in the Lease.

Lessee: City of Deadwood

By: *Shante Turbill* Title: *Mayor*
Mary Johnson




Customer Name: City of Deadwood 102 Sherman Street Deadwood, SD 57732

Contract Number: 003-0734571-300

X TO HELP US EXPEDITE YOUR FINANCING, PLEASE PROVIDE US WITH A CERTIFICATE OF INSURANCE THAT INCLUDES THE FOLLOWING:

Equipment: Please state the following equipment description OR add the contract number 003-0734571-300. If equipment is a titled vehicle, please include at least the last 6 digits of the vehicle's VIN number.

(1) 2017 FORD 208 FRONT ENGINE TROLLEY VIN#:1F66F5DY8H0A15589 together with all attachments and accessories thereto

Evidence of Property Insurance and Commercial Liability Coverage:

Minimum liability coverage of \$3,000,000.00 per occurrence or such greater minimum as may be prescribed by any applicable state law specifying minimum insurance requirements.

Minimum property damage coverage of \$150,801.58.

Deductible must be stated on the certificate and shall not exceed \$10,000 or 10% of the total cost of the equipment.

TCF National Bank, its successors and assigns must be named as Loss Payee and Additional Insured.

PLEASE SEND THE CERTIFICATE OF INSURANCE TO:

Heather Peacock at HPeacock@tcfef.com or fax to (800) 844-3577

If all other funding requirements are satisfied and we have not received a certificate of insurance or the information requested above is deficient or incomplete, or you would like us to obtain the certificate of insurance for you, please complete the remainder of the form which provides us with the necessary information and authorizes TCF Equipment Finance, a division of TCF National Bank or its assigns to contact your agent directly to request the required certificate of insurance.

X PLEASE COMPLETE THE FOLLOWING IF UNABLE TO PROVIDE COMPLETED CERTIFICATE

Insurance Company Liability:	PREVIOUSLY PROVIDED BY SDPAA	Agent Name:	Kristina Peterson	Business Phone #	1-605-254-8655
Insurance Company Property:		Agent Name:		Business Phone #	
				Fax Phone #	

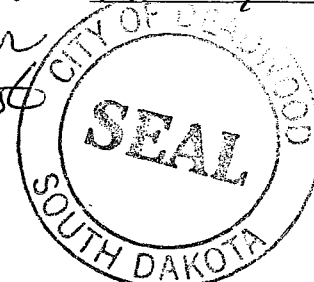
Acknowledged and Agreed

Lessee: City of Deadwood

By: Shane Turbivill Title: Mayor

Thank you for your immediate attention.

TCF Equipment Finance, a division of TCF National Bank
11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305



LIMITED POWER OF ATTORNEY
City of Deadwood, 102 Sherman Street, Deadwood, SD 57732 (the "Title Holder")

NOTE TO MOTOR VEHICLE DEPARTMENT

This will authorize the person whose name and specimen signature appears below to act as agent and attorney-in-fact for and on behalf of **City of Deadwood** in all matters pertaining to the titling, sale and transfer of ownership, recording a lien and applying for an original or duplicate certificate of title to the vehicle(s) described below.

The rights and authority of the limited power of attorney granted herein shall be applicable to the following motor vehicle(s) only:

1F66F5DY8H0A15589

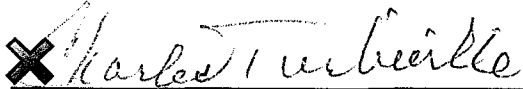
COMPANY'S NAME: TCF Equipment Finance, a division of TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305

SPECIMEN SIGNATURE OF AGENT/ATTORNEY IN FACT: _____
(Title Holder should NOT sign here)

PRINTED NAME OF AGENT/ATTORNEY IN FACT: _____

**NOTE TO CUSTOMER: ONLY SIGN BY YOUR NAME BELOW AND HAVE YOUR SIGNATURE NOTARIZED.
DO NOT SIGN OR PRINT YOUR NAME ABOVE.**

Title Holder: City of Deadwood, 102 Sherman Street, Deadwood, SD 57732


BY:  _____

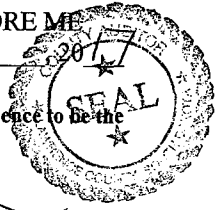
TITLE: Authorized Signer

State of South Dakota
County of Lawrence

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 18 DAY OF December, 2017

- ☒ Personally known to me.
☒ Proved to me on the basis of satisfactory evidence to be the person who appeared before me.


NOTARY PUBLIC SIGNATURE



MY TERM EXPIRES
MARCH 3, 2019



LIMITED POWER OF ATTORNEY
City of Deadwood, 102 Sherman Street, Deadwood, SD 57732 (the "Title Holder")

NOTE TO MOTOR VEHICLE DEPARTMENT

This will authorize the person whose name and specimen signature appears below to act as agent and attorney-in-fact for and on behalf of **City of Deadwood** in all matters pertaining to the titling, sale and transfer of ownership, recording a lien and applying for an original or duplicate certificate of title to the vehicle(s) described below.

The rights and authority of the limited power of attorney granted herein shall be applicable to the following motor vehicle(s) only:

1F66F5DY8H0A15589

COMPANY'S NAME: TCF Equipment Finance, a division of TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305

SPECIMEN SIGNATURE OF AGENT/ATTORNEY IN FACT: _____
(Title Holder should NOT sign here)

PRINTED NAME OF AGENT/ATTORNEY IN FACT: _____

**NOTE TO CUSTOMER: ONLY SIGN BY YOUR NAME BELOW AND HAVE YOUR SIGNATURE NOTARIZED.
DO NOT SIGN OR PRINT YOUR NAME ABOVE.**

Title Holder: City of Deadwood, 102 Sherman Street, Deadwood, SD 57732

BY:  _____

TITLE: Authorized Signer

State of South Dakota

County of Lawrence

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 18 DAY OF December, 2017

☒ Personally known to me.

☒ Proved to me on the basis of satisfactory evidence to be the person who appeared before me.


NOTARY PUBLIC SIGNATURE

MY TERM EXPIRES
MARCH 3, 2019



CERTIFICATE OF INCUMBENCY
LEASE NO. 003-0734571-300
DATED AS OF December 12, 2017

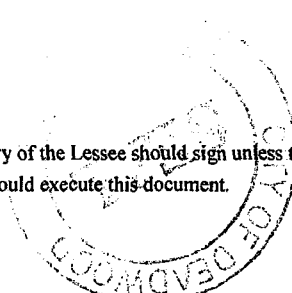
☒ I, Mary Jon Nelson
Charles Turberville, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of City of Deadwood (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of South Dakota, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME	TITLE	SIGNATURE
<input checked="" type="checkbox"/> <u>Charles Turberville</u>	<input checked="" type="checkbox"/> <u>Mayor</u>	<input checked="" type="checkbox"/> <u>Charles Turberville</u>
_____	_____	_____

☒ IN WITNESS WHEREOF, I have duly executed this certificate this 18 day of December, 2017.

☒ Signed: Mary Jon Nelson
☒ Title: Finance Officer

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document.





GOVERNMENT ENTITY ADDENDUM

The "Lease": Equipment Lease Number 003-0734571-300 Dated December 12, 2017
"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

This Addendum is attached to and made a part of the above-referenced Lease between Lessee and Lessor. Any capitalized terms used but not defined in this Addendum shall have the meanings assigned in the Lease. All terms and conditions of the Lease shall remain in full force and effect except to the extent modified by this Addendum.

1. Lessee represents and warrants to Lessor that as of the date hereof, and throughout the term of the Lease: (a) Lessee is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Lessee has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Lease, the performance of its obligations under the Lease and the acquisition and use of the Equipment; (c) the person(s) signing the Lease and any other documents required to be delivered in connection with the Lease (collectively, the "Documents") have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) the Documents are and will remain valid, legal and binding Leases, and are and will remain enforceable against Lessee in accordance with their terms; and (e) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of its authority and will be used during the term of the Lease only by Lessee and only to perform such function. Lessee further represents and warrants to Lessor that, as of the date each item of Equipment becomes subject to the Lease and any applicable schedule, it has funds available to pay all Lease payments payable thereunder until the end of Lessee's then current fiscal year, and, in this regard and upon Lessor's request, Lessee shall deliver in a form acceptable to Lessor a resolution enacted by Lessee's governing body, authorizing the appropriation of funds for the payment of Lessee's obligations under the Lease during Lessee's then current fiscal year.

2. To the extent permitted by applicable law, Lessee agrees to take all necessary and timely action during the Lease term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Lease (the "Obligations"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.

3. Notwithstanding anything to the contrary provided in the Lease, if Lessee does not appropriate funds sufficient to make all payments due during any fiscal year under the Lease and Lessee does not otherwise have funds available to lawfully pay the Lease payments (a "Non-Appropriation Event"), and provided Lessee is not in default of any of Lessee's obligations under such Lease as of the effective date of such termination, Lessee may terminate such Lease effective as of the end of Lessee's last funded fiscal year ("Termination Date") without liability for future payments or the early termination charge under such Lease, if any, by giving at least 60 days' prior written notice of termination ("Termination Notice") to Lessor.

4. If Lessee terminates the Lease prior to the expiration of the end of the Lease's initial term, or any extension or renewal thereof, as permitted under Section 3 above, Lessee shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Lease, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Lessor, upon request by Lessor, an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Lessor all sums payable to Lessor under the Lease up to and including the Termination Date.

5. Lessee acknowledges and agrees that, in the event of the termination of the Lease and the return of the Equipment as provided for herein, Lessee shall have no interest whatsoever in the Equipment or proceeds thereof and Lessor shall be entitled to retain for its own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by Lessee pursuant to the terms of the Lease.

6. Any provisions in this Addendum that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Dated as of: December 12, 2017

Lessee: City of Deadwood

By: 

Title:  Mayor

INVOICE

W.O. # :
W.O. Date : 12/18/2017

Requested By : 1-2-18
Customer ID :
Department : 1 F

Event	BILL TO	SHIP TO (if different)
	City of Deadwood	
	102 Sherman St.	
	Deadwood, SD 57732	

[illegible]

Northern Hills Recreation is a 501(c)(3) non-profit organization
Tax ID is 46-5081202

SUBTOTAL	\$ 15,000.00
TAXABLE	-
TAX RATE	
TAX	\$ -
S & H	
OTHER	
TOTAL	\$ 15,000.00

Make checks payable to
Northern Hills Recreation

pay offer
1-2-17
209-4990-429



AIA[®] Document B105[™] – 2017

1-2-18
6G

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twentieth day of December in the year Two Thousand Seventeen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Deadwood
108 Sherman Street
Deadwood, SD 57732

and the Architect:
(Name, legal status, address and other information)

TSP, Inc.
600 Kansas City Street
Rapid City, SD 57701
TSP #03171239.00

for the following Project:
(Name, location and detailed description)

City of Deadwood_Deadwood Recreation Center - Bathroom Addition
105 Sherman
Deadwood, SD
TSP to provide two conceptual plans for an addition to the south side of the Deadwood Recreation Center and probable construction costs for both options.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

TSP to provide two conceptual plans for the addition to the south side of the Deadwood Recreation Center and probable construction costs for both options. See attached Proposal Letter dated December 11, 2017 for details on scope of work.

(Paragraphs Deleted)

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

For TSP services, the Owner shall pay TSP, upon receipt of periodic invoices, the lump sum fee of Five Thousand Dollars and no Cents (\$5,000) for conceptual plans plus any and all applicable taxes and reimbursable expenses.

If necessary, TSP will contact Owner for approval to exceed the fee prior to doing additional services.

The Owner shall pay the Architect an initial payment of Zero Dollars (\$ 0) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Fifteen percent (15 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of One and one-half percent (1.50 %) monthly , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation calculated on current standard hourly rates plus reimbursable expenses and all applicable taxes and fees . Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond Three (3) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

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

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

OWNER (Signature)

Bob Nelson, Jr

(Printed name and title)



ARCHITECT (Signature)

Robert Morcom, P.E Principal

(Printed name, title, and license number, if required)

Init.



To Solve. To Excel. Together.

600 Kansas City Street
Rapid City, SD
57702

phone (605) 343-6102
fax (605) 343-7159

www.teamtsp.com

Architecture
Engineering

December 11, 2017

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

Re: Deadwood Recreation Center – Bathroom Addition
TSP No: 03171239

Dear Bob,

Based on our meeting last week with John Tridle and Tom Kruzel we propose to prepare conceptual plans for an addition to the south side of the Deadwood Recreation Center. We will prepare two concept plans, the first showing a bathroom addition that will be accessed on grade from the park. The second plan will show the bathroom and a multipurpose room for approximately 60 people with access to the multipurpose from both the park and from the stairway/fire escape. Both options will include floor plans and a south elevation of the addition.

We will prepare concept plan probable construction costs for both options. Then based on the preferred plan we will give you a cost to prepare construction documents for the selected option.

Fees

For the above mentioned services, we propose a Lump Sum fee of \$5,000, not including reimbursable expenses. Work will be billed monthly on percent of work completed basis. Reimbursable expenses will be billed at cost x 1.15.

*Not included are all applicable taxes.

If necessary, TSP will contact you for approval to exceed the NTE amount prior to doing additional services.

If this proposal meets your expectations, please let us know and we will formally issue an AIA contract for your signature. Please don't hesitate to contact me with any questions you may have.

Sincerely,

Approved

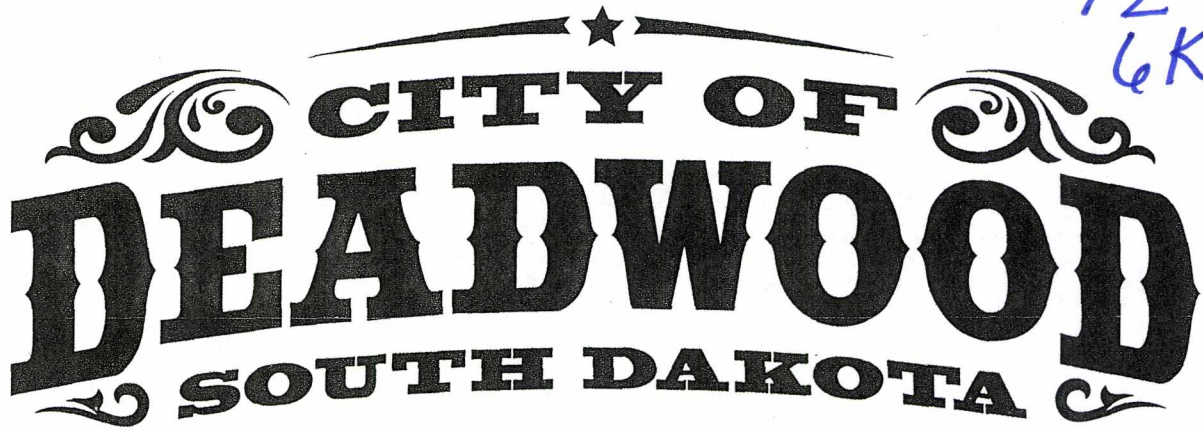
TSP
Robert Morcom, P.E.
Principal

Bob Nelson, Jr.
City of Deadwood

Marshalltown, IA
Marshall, MN
Minneapolis, MN
Rochester, MN
Omaha, NE
Rapid City, SD
Sioux Falls, SD
Sheridan, WY

RECEIVED DEC 12 2017

1-2-B
6K



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

RELAY FOR LIFE 5K SUNDAY APRIL 22ND 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 5K

Event Title: RELAY FOR LIFE 5K

Event Date(s): 4-22-2018
(month, day, year)

Total Anticipated Attendance: 100

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from): 11 AM / PM (to): 1 AM / PM

Location / Staging Area: DEADWOOD MOUNTAIN GRAND

Set up/assembly/construction Date: 4-22-2018 Start Time: 11 AM / PM

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

5K RACE - LEAVE DMG @ 11AM
RUN/WALK BEHIND FAMILY DOLLAR TO TRAIL / TURN AROUND @ PLUMA

Dismantle Date: 4-22-18 Completion time: 1 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:

- 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: DEADWOOD MOUNTAIN GRAND / AMERICAN CANCER SOCIETY

Chief Officer of Organization (NAME): CHRISTINE DIERS

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: _____

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

Contact person "on site" day of event or facility use CHRISTINE DIERS Pager/Cell #: 605-490-3033
(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):

\$20 PER PERSON / BENEFIT AMERICAN CANCER SOCIETY

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:

5K RUN/WALK EXPECTING 100

LEAVE DMG @ 11AM - FINISH BY 1PM

FUNDRAISER FOR AMERICAN CANCER SOCIETY -

~~REDUCTION~~ SAME AS 2017 / NO CHANGES

RUN DOWN WATER STREET

WILL HAVE VOLUNTEERS / DEADWOOD MOUNTAIN GRAND STAFF

REQUEST BARRICADES ALONG CREEKSIDE / PARK LOT @ SHERMAN

1-2-18
6M

Memorandum of Understanding

Between

City of Deadwood and Governor's Office of Economic Development (GOED)

This Memorandum of Understanding (MOU) sets forth the terms and understanding between the City of Deadwood and the GOED for use of office space by GOED in Deadwood City Hall.

Background

The City of Deadwood supports the GOED effort in providing economic development services to the region and the mission of GOED to promote the growth and development of existing businesses, attract and pursue quality new businesses that create quality jobs in the communities of Deadwood, Lead and Central City and the surrounding area. In support of these efforts the City of Deadwood agrees to provide office space to DLED for use of their operations.

Responsibilities and Expectations

This MOU will define the utilization of office space by GOED in Deadwood City Hall.

City of Deadwood will provide:

- Office space of approximately 140 sq. ft. located in Historic Preservation wing at 108 Sherman St.
- Scheduled Use of Century Room Conference Room
- Utilities including a dedicated telephone line (no additional cost to the city)

Finance

The above office space will be provided by the City of Deadwood to GOED at no charge.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from City of Deadwood and GOED. This MOU shall become effective upon signature by the authorized officials from the City of Deadwood and GOED and will remain in effect until modified or terminated by any one of the partners.

Termination

This Agreement may be terminated in whole or in part by either party. Notice of termination shall be given in writing at least 180 days prior to termination date to both City of Deadwood and Governor's Office of Economic Development and shall be sent via certified or registered mail with return receipt requested. Failure to honor any of the obligations stated above may also result in the termination of this Agreement.

Contact Information

City of Deadwood
Mayor Charles M. Turbiville
102 Sherman St., Deadwood, SD 57732
605-578-2082
mayor@cityofdeadwood.com

Governor's Office of Economic Development

CITY OF DEADWOOD

By: _____
Chuck Turbiville, Mayor
Date: _____

ATTEST:

Mary Jo Nelson, Finance Officer

Governor's Office of Economic Development

By: _____
Scott Stern, Commissioner
Date: _____

ATTEST:

December 6, 2017

1-2-18
10 A

Attn. Mayor Chuck Turbiville
City of Deadwood
102 Sherman Street
Deadwood, SD 57732

Dear Mayor Turbiville:

I was not present at the meeting in regards to options for the pavilion and the Deadwood "Town Square" the Silverado Option appears to be the best option for Downtown Deadwood.

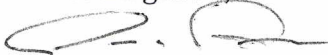
As I read through the article in the Black Hills Pioneer, in addition to the commission narrowing down its options at the last meeting, the issue of parking is still a priority downtown.

Here is what I would propose; we own the former Bullock Parking lot that is located along Sherman Street, this parking lot is 2 ½ blocks to the proposed Silverado Option "Town Square". This lot can be entered through Miller Street or off of Sherman Street. I would propose selling this lot to the City of Deadwood. The city would own all of the parking in the immediate downtown area, and you could meter the lot or at some point install automated parking similar to what you have in the ramp. In the near term there are employees in place that manage the lot. Currently there are 100 plus space parking spaces available.

This is the largest and closest lot to downtown. If the city were to acquire this lot and announce to the downtown businesses that the city will open an additional lot for the general public, which would be great news for downtown.

I would offer our lot to the City of Deadwood for a price of \$1,050,000. At some point Deadwood will need an additional ramp this land is the closest proximity to downtown. If you would like I can put this proposal in a formal offer. Thanks

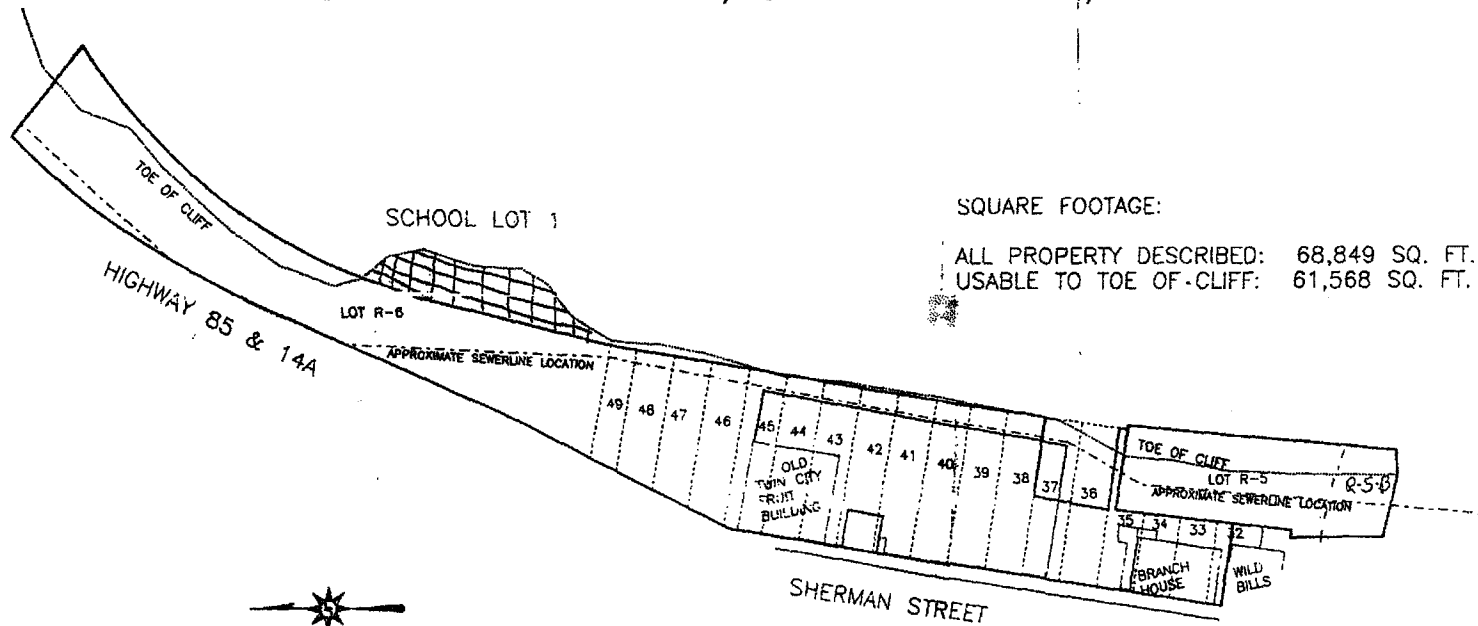
Best Regards,



Robert J Nelson
Branch House Properties
605.338.4884

HAEDER LEGAL DESCRIPTION

LOTS R-5, R-6, NORTH 10.5' OF LOT 32,
AND PART OF LOTS 33, 34, 35, NORTHWESTERLY 50' OF LOT 36,
WESTERLY 51' OF LOT 37, LOTS 38 THROUGH 49, BLOCK 30,
ORIGINAL TOWN OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA



SQUARE FOOTAGE:

ALL PROPERTY DESCRIBED: 68,849 SQ. FT.
USABLE TO TOE OF CLIFF: 61,568 SQ. FT.



NOTE: 25' FOOT SEWERLINE EASEMENT TAKEN
FROM SEWERLINE DRAWINGS-APPROXIMATE LOCATION

	PREPARED BY:	PROJECT:	DATE: SEP. 10, 1998
	ARLETH & ASSOCIATES	LEGAL AND USABLE GROUND FOOTAGE	SCALE: 1" = 50'
	382 MAIN STREET	BLOCK 30, O.T.	DRAWN BY: KBA/LDV
	DEADWOOD, SD 57732	CITY OF DEADWOOD	APPROVED:
	605-578-1637	JOB NO. 3680	DWG. 3880AREC.DWG

December 22nd, 2017

City of Deadwood
Attn. Mayor Chuck Turbiville
102 Sherman Street
Deadwood, SD 57732

Dear Mayor Turbiville:

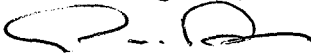
Thanks for your follow up on the property, as well as putting it before the commission. I am enclosing parking lot revenues for the past (4) years.

These revenues are based on a parking fee of \$5.00 per car, this is compared the current fee of \$10.00 per car currently charged by the city of Deadwood. We did test the \$10.00 fee per car on one of the special event weekends last summer and the lot still filled up. I see no problem with raising the parking fees to \$10.00 with this lot, which would potentially put the gross revenues in the \$140,000. - \$160,000.

We have had several inquiries the past year in regards to selling the lot, as it stands now, parking is available to the public, which in turn patronizes the business downtown, both casinos and retail. If this property is sold to a private party, it is likely that the lot would be private parking only; downtown Deadwood would lose one more parking lot within walking distance to downtown.

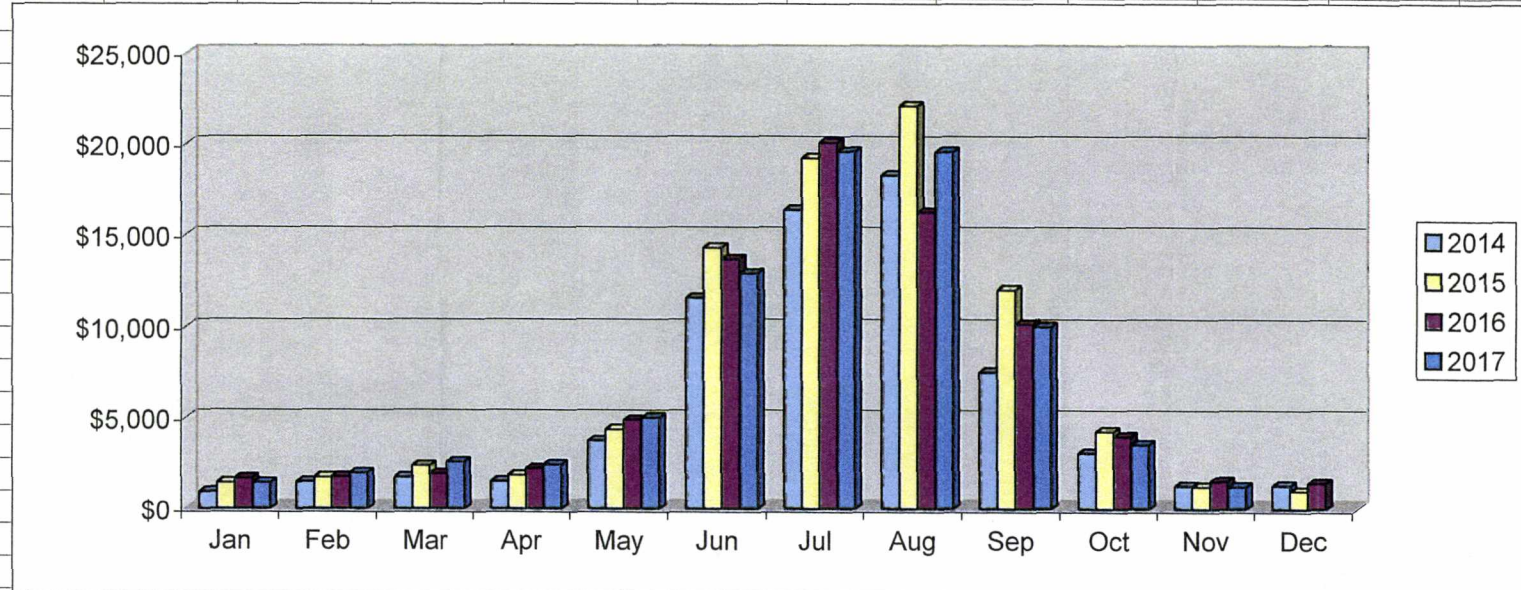
Please contact me with any of your questions or concerns.

Best Regards,

A handwritten signature in dark ink, appearing to read 'R. Nelson', with a stylized flourish at the end.

Robert J Nelson

Branch House Properties Gross Parking Lot Revenue													
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2014	\$955	\$1,505	\$1,758	\$1,533	\$3,767	\$11,592	\$16,379	\$18,287	\$7,538	\$3,105	\$1,300	\$1,320	\$69,039
2015	\$1,465	\$1,763	\$2,403	\$1,878	\$4,385	\$14,320	\$19,228	\$22,115	\$12,034	\$4,287	\$1,260	\$995	\$86,133
2016	\$1,695	\$1,775	\$1,940	\$2,243	\$4,900	\$13,692	\$20,092	\$16,248	\$10,177	\$4,012	\$1,558	\$1,450	\$79,782
2017	\$1,450	\$1,995	\$2,610	\$2,460	\$5,028	\$12,923	\$19,592	\$19,583	\$10,014	\$3,565	\$1,255		\$80,475



PHONE: (605) 348 - 4012

FAX: (605) 343 - 0936

UPDATED PROPOSAL
L & L INSULATION, INC.

P.O. Box 1258
Rapid City, SD 57709

Dec. 27, 2017

1-2-18
10 C

To: City of Deadwood
Attn: Tom Kruzel
102 Sherman Street
Deadwood, SD 57732

Re: Old Armory Bldg
Asbestos Removal
Deadwood, SD

We hereby propose to provide the materials and labor for the above-referenced project as specified and quoted herein:

SECTION: Asbestos Removal

Including:

Scope: Remove asbestos containing floor tile & mastic, ceiling tile and pipe insulation.
*scope of work is based upon observations with support by bulk sampling and past projects.
Other asbestos containing materials may be present in building.

Location: Gymnasium & Storage Room

Air Monitoring: **OSHA Personal & Independent Clearance Air Monitoring**

Disposal: in an EPA approved landfill

Certifications: State & EPA Training Certificates

Insurance: True Asbestos Occurrence Insurance (our standard limits apply)

Schedule: Start: Feb. 12, 2018 Complete by: March 9, 2018

Utilities: to be provided by owner

Replacement: replacement materials are not included

Excluded: Touch up paint/wall damage caused by preparatory/teardown poly materials such as tape damage.
Condition of existing concrete will determine how "clean" the floor will remain - our limit is standard removal practices with the use of chemical mastic remover. Subgrade conditions may impact final acceptance. If any additional concrete sealer/grinding/scraping is required on concrete, additional work will be negotiated.

Note: Highly recommend a full inspection of building be conducted if management plan is not found.

Project Quote: \$ 27,970.00 (excise tax is included)

Proposal terms, conditions and price will be valid for 30 days from date listed above.

Limits of Liability: Limited to claims or losses arising out of L & L Insulation's sole negligence or omission.

Terms of Payments: Periodic Invoices due within 30 days. Finance charge of 1 1/2% based on an annual percentage rate of 18% will apply after.

OUR PROPOSAL IS BASED ON THE NON-DISCRIMINATION OF EMPLOYEES

Accepted by _____

Submitted by _____

Steve Venteicher

Date _____

Date 12-27-2017

AGREEMENT BETWEEN
THE CITY OF DEADWOOD AND
L & L INSULATION, INC.

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 L & L INSULATION, INC., with its principal place of business located at 3190 Haines Avenue, Rapid City, SD 57701, hereinafter referred to as "L & L";

WHEREAS, L & L has agreed to perform specific tasks concerning the removal of asbestos containing floor tile and mastic, ceiling tile and pipe insulation from the gymnasium and storage room within the old armory building; and

WHEREAS, the purpose of this agreement, herein referred to as the "Agreement," is to set forth the terms and conditions for which L & L shall remove asbestos contained in floor tile and mastic, ceiling tile and pipe insulation from the gymnasium and storage room of the old armory building; and

WHEREAS, the CITY has accepted the proposal from L & L 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. L & L shall provide air monitoring in the form of OSHA Personal & Independent Air Monitoring;
3. L & L shall dispose of removed material in an EPA approved landfill;
4. L & L holds State and EPA Training Certificates;
5. L & L hold True Asbestos Occurrence Insurance, standard rates apply;
6. L & L shall start the project on February 12, 2018 and complete the project by March, 9 2018;

7. City shall provide utilities needed to complete the removal of asbestos;
8. L & L will not provide replacement materials;
9. L & L is not responsible for paint/wall damage caused by preparatory/teardown poly materials such as tape damage.
10. L & L will use standard removal practices, chemical mastic remover, for the removal of floor tile. The condition of the existing concrete will determine how "clean" the floor will remain. Subgrade conditions may impact final acceptance. If any additional concrete sealer/grinding/scraping is required on concrete, additional work will be negotiated.
11. The CITY has agreed to pay L & L an amount not to exceed Twenty Seven Thousand Nine Hundred Seventy and 00/100 Dollars (\$27,970.00) for the services set forth above.
12. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties.
13. L & L 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.
14. L & L 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 L & L in connection with this agreement or services performed or materials provided pursuant to this contract.
15. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days' notice to L & L.
16. 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 _____, 2018

CITY OF DEADWOOD

ATTEST:

By: _____
Charles M. Turbiville, Mayor

Mary Jo Nelson
City Finance Officer

L & L INSULATION, INC.

By: _____
Steve Venteicher

Its: Director _____

State of South Dakota)
County of _____) SS
)

On this ____ day of _____, 201_, before me, the undersigned officer, personally appeared Steve Venteicher, the _____ of L & L INSULATION, INC., 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.

(SEAL)

Notary Public
My Commission Expires: _____



1-2-18
10D

December 28, 2017

City of Deadwood
Attn: Ron Green, P.E., Public Works Director
62 ½ Dunlop Avenue
Deadwood, South Dakota, 57732

RE: Cover Letter
Civil Engineering Design Services Proposal
Deadwood Pavilion Structure Demolition and Parking Lot Construction
Deadwood, South Dakota

Dear Ron,

The attached Proposal is based on our understanding of the project intent. We included complete bidding documents for structure demolition planning and sequencing, new asphalt parking lot design, drainage design, parking lot lighting design, bidding services and construction administration. The tentative schedule that is included was set based on the notice to proceed at the Commission meeting on January 2, 2018 and the construction completion date of Memorial Day, May 28, 2018.

If the project direction has changed in any way, we would be happy to revise our Proposal to meet the needs of the City of Deadwood.

ACES truly appreciates the opportunity to submit this Proposal to the City of Deadwood and we look forward to teaming up for another successful project. If you have any questions or comments please free to contact me at 605.545.1120 (LBerg@proacesinc.com) or Mr. Dirk Jablonski, P.E. at 605.415.0794 (DJablonski@proacesinc.com)

Sincerely,

A handwritten signature in blue ink, appearing to read "Leah M. Berg", is written over a faint, circular blue ink stamp.

Leah M. Berg, P.E.
President



December 28, 2017

City of Deadwood
Attn: Ron Green, P.E., Public Works Director
62 ½ Dunlop Avenue
Deadwood, South Dakota, 57732

RE: Civil Engineering Design Services Proposal
Deadwood Pavilion Structure Demolition and Parking Lot Construction
Deadwood, South Dakota

Dear Ron,

ACES is pleased to submit this Proposal for professional services for the Deadwood Pavilion project. This project will consist of the existing Deadwood Pavilion structure being demolished and a new parking lot shall be constructed on the property. ACES will provide professional services from site investigation and survey, demolition planning and sequencing, parking lot design, lighting design, bidding services and construction administration.

The parking lot design services component of the project will meet the City of Deadwood's Parking Area Design Standards of Ordinance 17.64.050.

The Scope of Services:

- Topographic Survey of Property and adjacent Right-of-Way
- 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 Owner/Contractor requirements and City of Deadwood Standards.

Geotechnical testing and engineering report are not included as part of this proposal. No structural or future development design are included as part of this proposal. It is assumed that asbestos inspection of the structure and required abatement procedures have been or will be completed by the City of Deadwood prior to any demolition work commencing onsite.

The Lump Sum fee includes the scope of services listed above:

Demolition and Site Design, Bidding and Construction Administration Services:

Lump Sum Fee: \$ 19,600.00

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

ACES will provide any additional services upon request and on demand.
The hourly rates are as follows:

Principal Engineer: \$ 135.00/hour
Engineer: \$ 100.00/hour
Engineer-In-Training: \$ 80.00/hour

It is understood that the City of Deadwood has the goal of having a usable parking lot by Memorial Day 2018 (May 28, 2018). The proposed schedule for the project has been built to reach that goal and is as follows:

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.*

This proposal is based on our understanding of the services requested by The City of Deadwood in a meeting on December 21, 2017 in Deadwood. Also from a phone call and email conversation with Mr. Bob Nelson Jr. on December 21 and 23, 2017. If our understanding of the scope is missing any project items, or if we have included a service outside of the request intent, please feel free to let us know so that proper adjustments may be made to this Proposal.

ACES truly appreciates the opportunity to continue to work with the City of Deadwood. If you have any questions or comments please free to contact me at 605.545.1120 (LBerg@proacesinc.com) or Mr. Dirk Jablonski, P.E. at 605.415.0794 (DJablonski@proacesinc.com)

Sincerely,



Leah M. Berg, P.E.
President

1-2-18
10E



**VIGILANT BUSINESS SOLUTIONS
(VBS)
1505 Buena Vista Road Suite #101
Spearfish, SD 57783
605-642-1491
www.vigilantbusinesssolutions.com**

December 6, 2017

Dear City of Deadwood,

Thank you all for taking the time to visit with me yesterday about our background screening services. Below is a recap of the searches, pricing and results turn-around timeframe that we discussed. The City of Deadwood will have direct and secure online ordering access from your offices. I have included two background screening packages for you to review. Level I protection is what we discussed for all temporary, seasonal and part-time employees. The Level II protection is for full time employees and city council members.

All of your applicants will be required to complete and sign a Disclosure and Authorization form which authorizes The City of Deadwood to run the searches and the applicant also receives a copy of their Consumer Rights which makes you FCRA compliant. We make sure the entire background screening process is FCRA compliant which protects both The City of Deadwood and VBS. Thank you in advance for your time and consideration. It was a pleasure speaking with all of you!

Background Checks

- No set-up fees
- No monthly fees – great for seasonal or unexpected staff fluctuations
- FCRA Compliant
- Most results are instant
- No software to purchase
- Secure on-line ordering access 24/7
- Adverse reports reviewed by a licensed private investigator

Level I Protection – (1 – name)

\$44.00 per package (reg. \$53.45)

InstaCriminal Nationwide Search – virtually instant search

Includes:

National Criminal Search

- Instant multi-jurisdictional search of millions of State and county records
- Database is compiled from counties, department of corrections and administrative courts.
- Public record indexes of record searches
- Violent sex offender search in all 50 states
- Registered and non-registered sex offender search in all 50 states

Global Report

- Information from US agencies as well as databases of other countries, institutions and international law enforcement agencies
- FBI most wanted list
- Terrorist watch list
- FBI most wanted terrorists and seeking information
- Interpol most wanted

Social Security Address Trace Report

- Validates user of social security number with current and previous addresses, dates utilized, historical data for past 7 to 10 years (minimum)
- Searches social security death index to verify whether the person is living or deceased
- Confirms the year that the social security number was issued
- State of issue
- Par aliases and possible maiden names
- Checks date of birth with social security records

Motor Vehicle Report (MVR – virtually instant search)

- Search includes information on license status, suspensions, revocations, moving violations, point accumulation, chargeable accidents, DUIs, court appearances and departmental actions.

Level II Protection - (1- name)

\$111.00 per package (reg. \$133.45)

InstaCriminal Nationwide Search – virtually instant search)

Includes:

National Criminal Search

- Instant multi-jurisdictional search of millions of State and county records
- Database is compiled from counties, department of corrections and administrative courts.
- Public record indexes of record searches
- Violent sex offender search in all 50 states
- Registered and non-registered sex offender search in all 50 states

Global Report

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- Confirms the year that the social security number was issued
- State of issue
- Par aliases and possible maiden names
- Checks date of birth with social security records

7 Year Unlimited County Criminal Search*

Includes:

- Criminal search run in each county that applicant has resided in the last 7 years (this is based off a pre-pull of Social Security Address Trace report)
- Searches are used to determine if an applicant/employee has a felony, misdemeanor and in some instances, an infraction filing within the last seven years or longer if records are available and are reportable per the FCRA
- Ideal search when looking for the most up-to-date criminal information
- Results turn-around time vary based on county – approx. 1-10 business days.

***Additional county access fees may apply**

Motor Vehicle Report (MVR – virtually instant search)

- Search includes information on license status, suspensions, revocations, moving violations, point accumulation, chargeable accidents, DUIs, court appearances and departmental actions.

Professional Reference Verification (1)

- A verification specialist will contact the professional references provided by the applicant and ask questions pertaining to the reference's relationship with the applicant, length of time known, any joint work experiences, and overall character of the applicant
- Results 2-5 business days

Employment Credit Report

- Accesses the applicant's credit history, including identifying information, public records, outstanding debt, payment history, loans and mortgages, late payments and defaults, and credit inquiries.

Employment Verification* (1)

- An employment verification specialist will contact the employer to verify information reported by the employee on a job application or résumé. The report will contain dates of employment, last position held and eligibility for rehire
- Results in 2-5 business days

*Additional vendor verification access fees may apply

Thank you for giving us the opportunity to earn your business.

Sincerely,

Ken Batka
Vigilant Business Solutions (VBS)
605-642-1491
Ken@vigilantbusinesssolutions.com

Kelly Fuller

From: ken@vigilantbusinesssolutions.com
Sent: Tuesday, December 12, 2017 4:04 PM
To: Kelly Fuller
Subject: Background Screening Contracts
Attachments: #1 Client-service-acknowledgements.pdf; #2 Disclosure_and_Release_Notice.pdf; #3 client service agreement - City of Deadwood 121817.pdf; #4 BSA disclosure-and-authorization-form 2017.pdf; #5 Notice to Users of Consumer Reports.pdf; #6 BSA Search User Authorization Form.doc

Good afternoon Kelly – attached please find all the documents required to establish your new account. It looks like a lot but most of the documents are just for your records – **only three have to be completed and returned to me**. Please let me know if you have any questions at all. Thank you again for your business!

- 1) Client Service Acknowledgements – (1 page) – **client completes and returns to VBS via email**
- 2) Disclosure & Authorization (Release) Notice – (1 page) - review and retain by client
- 3) Service Agreement (6 pages) – **client initials each page, signs last page and returns to VBS via email**
- 4) Disclosure and Authorization Form / FCRA Summary of Rights – (4 pages) – review and retain by client – This form will be provided by client to each job applicant at the time of application. Pages 1 and 2 will be completed by applicant, returned to client and uploaded at the time of the background request. Pages 3 and 4 will be retained by applicant for their records.
- 5) Notice to Users of Consumer Reports – (6 pages) – review and retain by client
- 6) Search Users Authorization Form – (1 page) – **client completes, signs, and returns to VBS via email** – This form authorizes client's employees to use Background Screeners of America's on-line system. Each user must be listed individually as they will all have unique logins and passwords. Client should have one user with administrative rights which allows them to manage all reports from all users on the account. All other users should have non-administrative rights which allows them only access to the reports they initiate. Please complete full name, email, and check boxes for access for all users. (I would recommend one or two supervisors to have full admin rights and another employee to have non-admin, view rights only. But the decision is entirely up to you). Only employees you list will have access to the system.

Ken Batka - President
Vigilant Business Solutions
1505 Buena Vista Road
Suite 101
Spearfish, SD 57783
605-642-1491

www.VigilantBusinessSolutions.com
ken@VigilantBusinessSolutions.com



Virus-free. www.avg.com



Background Screeners
 — of America —

18344 Oxnard St. Suite #101
 Tarzana, CA 91356
 Tel: 866-570-4949 | Fax: 866-570-5656
 info@wescreenusa.com

Client Service Acknowledgements

Before access to www.wescreenusa.com search services is permitted, certain agreements, notices and forms must be received, read and, when appropriate, completed and signed. Please acknowledge reception and completion of the documents listed below by initialing after each document, then signing and dating the bottom of this page.

 Initials **Disclosure & Authorization Notice**

 Initials **Service Agreement**

 Initials **Disclosure and Authorization Form/FCRA Summary of Rights**

 Initials **Notice to Users of Consumer Reports**

 Initials **Search User Authorization Form**

Signature

Printed Name: _____

Title: _____

Date: _____



Background Screeners of America
18344 Oxnard St. Suite 101
Tarzana, CA 91356
866-570-4949 · FAX 866-570-5656
info@wescreenusa.com

Disclosure and Release Notice

Before any search may be run on an individual, the individual must receive, complete and sign an appropriate Disclosure and Release Form. The purpose of this form is to:

- Inform the individual that a background screening will be conducted.
- Indicate the purpose and scope of the screening.
- Provide the individual with a summary of their rights under the Fair Credit Reporting Act.
- Request appropriate information to confirm the identity of the individual.
- Obtain a signature from the individual acknowledging receipt of this information and giving consent for the screening to be conducted.

This policy is in place to ensure that all laws and regulations have been observed and the rights of the searched individual have been protected. Please review the provided samples of these forms before conducting background screenings.

Under no circumstances must searches be run on any individual until the appropriate Disclosure & Release Form has been completed and signed. All signed D&R forms should be kept on file.



Background Screeners — of America —

18344 Oxnard St. Suite #101
Tarzana, CA 91356
Tel: 866-570-4949 | Fax: 866-570-5656
info@wescreenusa.com

SERVICE AGREEMENT

THIS AGREEMENT is between Mergers Marketing, Inc. d/b/a Background Screeners of America ("BSA") and City of Deadwood ("Client"), for whom background search services are provided through a professional relationship with Vigilant Business Solutions (VBS) ("Consultant").

1. Services to be provided by BSA

This Agreement is entered into on 12/18/2017 (Date).

Upon request and relying upon Client's representations that it has a legitimate purpose for information, BSA will provide background checks, verifications and other consumer reports to the Client when available. BSA will only furnish a report for a permissible purpose under the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq. ("FCRA") and no other purpose.

A. BSA provides such services and products through and in association with professional background screening services and account representatives ("Consultants"). Fees and charges for the reports provided are exchanged between the Client and the Consultant. Although the Client has direct access to order and receive reports through the BSA web interface, all fees exchanged shall be between the Client and the Consultant.

B. Periodically and upon request, BSA will provide to Client copies of certifications, consumer consents, notices and summary of rights under the FCRA as well as other forms which BSA finds helpful in meeting its obligations under the FCRA and other applicable laws. Client acknowledges receipt of the Federal Trade Commission Notice of Consumer's Rights and Notice to Users.

2. Representations of Client When Ordering Reports

A. Client represents that it is an existing business with the legitimate need for verification and reports offered by BSA. The nature of Client's business is: Municipal Government (City). Client specifically represents that reports will only be obtained for its own one time use and it is the end user of the reports. It will not further distribute, sell, give or trade such information with any third party. Client will request and use reports for the following permissible purposes listed in this agreement.

B. Client may share reports with another entity for joint use. The FCRA permits end users of consumer reports to share the consumer report with another entity if Client and the other entity will use the report for the same transaction and for the same purpose. Examples include: a staffing company sharing a report with its customer with whom the consumer will be placed; a subcontractor sharing reports of its employees with the general contractor or owners of the project on which subcontractor is working. These examples are not exclusive, but demonstrate the acceptable "joint use" that is permitted. However, prior to sharing a consumer report, Client on behalf of BSA will determine and verify the identity of the joint user and that such joint user shares the same permissible purpose for use of the consumer report as does Client and the joint user will only use the consumer report for this one transaction with Client. This Agreement is a certification by Client that any joint user is a legitimate business and will use the report for the same permissible purpose Client represents to BSA when ordering the consumer report(s) on the individual consumer or as provided in Section 2 of this Agreement. Client agrees to indemnify and hold BSA harmless from any claims, liability or losses asserting that the joint use was improper in any way, violated the FCRA or otherwise, and additionally, if the joint user used the consumer reports for any reason than as represented by Client to BSA. Such indemnification includes all costs, expenses and reasonable attorney fees incurred by BSA.

Please Initial

Client

C. Client represents that prior to requesting a report for employment purposes (including contractors and volunteers), it will:

- (i) disclose to the individual who is the subject of the report that a consumer report or, as applicable, an investigative consumer report, may be obtained;
- (ii) Obtain the written consent of the individual allowing the obtaining of the consumer report. Client agrees that submission of an order is a certification that it has obtained the consent of the consumer;
- (iii) Provide to the individual a summary of the individual's rights required under the ("FCRA") and any applicable state law; and
- (iv) Not utilize any information in violation of any federal or state equal employment opportunity law or regulation.
- (v) provide a reasonable amount of time prior to taking adverse employment action against the individual who is the subject of the report, when such action will be based in whole or in part upon the information contained in the report furnished by BSA, the Client will, except as otherwise provided by law, advise the subject of the intent to take adverse action and provide a copy of the report to the individual and a description, in writing, of the individual's rights under the FCRA.
- (vi) Before taking adverse action based in whole or in part upon information contained in a report furnished by BSA, the Client shall:
 - (a) Provide notice of such action to the individual;
 - (b) Provide the name, address and telephone number of BSA; and
 - (c) Inform the individual that he/she is entitled to a free copy of the report and a right to dispute the record through BSA and that BSA is unable to provide the individual the specific reasons why the adverse action was taken by you.
- (vii) That it will comply with the FCRA and similar state laws, in regard to all reports, it will follow the requirements of the ("DPPA") and the various state laws implementing the DPPA in regard to motor vehicle reports.

D. Client represents that prior to requesting a report for residential screening purposes, it will:

- (i) Disclose to the individual who is the subject of the report that a consumer report or, as applicable, an investigative consumer report, may be obtained;
- (ii) Provide to the individual a summary of the individual's rights under the ("FCRA"); and
- (iii) Not utilize any information in violation of any federal, state or local equal housing law or regulation.
- (iv) Before taking adverse action e.g., rejecting, increasing rental rates, increasing deposit requirements, etc. against the subject of the report, based in whole or in part upon information contained in a report furnished by BSA, the Client shall:
 - (a) Provide notice of such action to the individual;
 - (b) Provide the name, address and telephone number of BSA;
 - (c) Inform the individual that he/she is entitled to a free copy of the report and a right to dispute the record through BSA and that BSA is unable to provide the individual the specific reasons why the adverse action was taken by you; and
 - (d) Provide a copy of the individual's rights under the FCRA.

E. Client represents that, if it orders credit reports, it will have a policy and procedures in place to investigate any discrepancy in a consumer's address when notified by the credit bureau that the consumer's address, as submitted by the client, substantially varies from the address the credit bureau has on file for that consumer. Further, if client hires the consumer and in the ordinary course of its business it furnishes information to the credit bureau from which the report came, that it will advise the credit bureau of the address it has verified as accurate if that address is different from the one provided by the credit bureau.

F. In the case of ordering an investigative report (personal interviews), Client will disclose to the consumer the nature and scope of the investigation and advise the consumer that if he/she makes a written request

Please Initial

Client

within a reasonable time after receiving a disclosure that an investigative report is being obtained, Client will provide a complete and accurate disclosure in writing of the investigation and the requests therefore within five days of receiving such request.

G. Client will maintain documentation showing compliance with these certifications for a period of six (6) years or during the employment, tenancy, etc. of the subject, whichever is longer.

3. Compliance with Applicable Law

A. The laws relating to the furnishing and use of information are subject to change. It is the responsibility of Client to become knowledgeable in such laws and to comply with them. The failure to comply with the then current applicable law may result in a breach of this agreement, termination of service, civil and criminal liability. BSA does not undertake any obligation to advise Client of its legal obligations.

B. BSA does not act as legal counsel for Client. Client is responsible for retaining counsel to advise it regarding proper use of consumer reports; compliance with the FCRA, the Driver Privacy Protection Act, 18 U.S.C. §2721 et seq (“DPPA”) and other applicable federal, state and local laws; and development of an appropriate screening program for Client’s use of consumer reports.

C. Client agrees to promptly execute and return to BSA all documentation required, now or in the future, by any government agency or BSA to permit release of information or to ensure compliance with applicable laws or regulations. Such documentation shall become part of this agreement. The failure to return such documentation will result in Client being blocked from receiving the information related to the documentation, and, in some circumstances, all service may be terminated without additional notice.

D. Client consents to any reasonable request by BSA to audit records of the Client in person or by requesting copies of documents and to communicate with employees of the Client, with notice to Client, to determine the appropriateness of any present or past request(s) for information by Client. A failure to cooperate with an audit may result in the immediate termination or suspension of service.

4. Confidentiality of Information

A. Information provided by BSA to its Clients is considered confidential by law. Upon its receipt, Client shall treat the information as confidential. Such information shall be maintained in confidential files to which access is restricted. Only those employees who need such information to perform their job duties shall have access to the same. Client shall ensure that such employees shall not attempt to obtain any consumer reports on themselves, family, friends or associates except in the exercise of their official duties. Client shall supply to BSA the name and phone number of the contact person or persons with whom BSA may discuss the contents of reports furnished to Client. At the time that Client disposes of any report received it shall cause such to be destroyed by cross shredding, burning or electronic destruction as required by regulations issued by the Federal Trade Commission. . 16 CFR §682.1 et seq.

B. Client acknowledges that it will receive personal identifying information on the subjects of the reports it receives. Client shall maintain reasonable procedures to protect the information from unauthorized internal or external access. Client will also have security measures in place for protection in regards to receiving reports, usage and storage of information. Client shall, upon request, advise us of the status of Client’s security measures. If Client experiences a breach of security regarding this information or discontinues any security measure, Client shall notify us within 24 business hours of the breach or discontinuance. With seven (7) business days of such an event, Client shall advise us what steps have been taken to protect the information from the reoccurrence of the breach or to restore protection of the information.

Please Initial

Client

5. Waiver and Release

A. Client acknowledges that BSA relies totally on the information furnished by others. BSA also relies on the information contained in the records of various governmental agencies for other reports. BSA is not responsible for inaccurate or false information received from others and sent to Client. Client agrees to assert no claim and waives liability against BSA for any inaccurate or false information included in any report unless BSA had actual knowledge of the error and failed to correct it if it had the legal ability to alter such information.

B. Client agrees to hold BSA harmless and will indemnify BSA from all claims and losses resulting from Client's breach of this Agreement or violation of any applicable law. BSA agrees to hold Client harmless for all claims and losses arising from BSA's violation of any applicable law. Such indemnifications include all costs and reasonable attorney fees incurred by the indemnified party.

C. If the party seeking indemnification proposes to settle any claim it believes is subject to indemnification, it must notify the indemnifying party of such settlement and the indemnifying party must approve such settlement. Such approval shall not be unreasonably withheld. The indemnifying party can also disapprove of such settlement on the basis that the claim is not within those claims or losses covered by the indemnification. If the indemnifying party accepts the request to indemnify, but disagrees with the settlement amount, the indemnifying party shall take over the defense of the claim.

6. Misuse of Information

The FCRA prohibits the obtaining of information from a consumer reporting agency for an impermissible purpose. Further, those involved in such improper requesting may be subject to criminal penalties of imprisonment up to two years and/or a fine of \$5,000 for each offense 15 U.S.C. § 1681q. However such punishments are subject to change as the FCRA is amended. Further, the DPPA prohibits obtaining information under false pretenses and restricts the resale or redisclosure of personal information contained in state motor vehicle records. A violation of the DPPA may also result in criminal penalties. 18 U.S.C. § 2733(a). If a Client or one of its employees misrepresents to BSA the reason for a report or requests a report for an impermissible purpose, BSA may terminate service without notice in addition to other remedies available to BSA. Client understands that its misuse of or improper request for information may have a direct impact upon BSA and may cause it to be unable to obtain information for any of its clients resulting in substantial damages for which Client would be liable.

7. Non-Disclosure

Neither party shall, during the term of this Agreement, and any extension thereof and for reasonable time thereafter disclose to another or use, unless authorized by the disclosing party, any of the disclosing party's "Confidential Information". The purpose of this section, "Confidential Information" shall mean all the party's prospect list, client information, any customer records/information, employee list, financial data, business plans, business strategies, proprietary software and any other information of a party disclosed by one party to the other. Notwithstanding anything to the contrary contained in this Agreement, the receiving party shall not be precluded from: a) the use or disclosure of any Confidential Information which is currently known generally to the public or which subsequently has come into the public domain, other than by way of disclosure in violation of this Agreement; b) the use or disclosure of any Confidential Information that becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, provided that such source is not known by the receiving party to have a legal obligation prohibiting the disclosure of such information; or c) the use or disclosure of any Confidential Information that was developed independently by the receiving party, or d) the disclosure of the Confidential Information is required by law or legal process.

Please Initial

Client

8. Termination of Agreement

- A.** Client may terminate this Agreement at any time upon written notice to BSA. Client will remain liable for all charges made to its account prior to termination and will promptly pay all sums due on termination.
- B.** BSA may terminate this agreement by providing a Thirty (30) day written notice but upon the occurrence of the following events, BSA may, immediately and without notice terminate or suspend this Service Agreement:
- (i) Default in payment of charges for BSA Services;
 - (ii) Misuse of information contained in a BSA report;
 - (iii) Improper request for information;
 - (iv) Failure of Client to comply with or assist BSA in complying with the FCRA or any other applicable law;
 - (v) A material breach of this Agreement or violation of any law or regulation governing the request, use or release of the information in the reports by Client.
 - (vi) Unauthorized release of information in a consumer report to a third party or the reselling of any report.

9. Notice of Change in Client's Business

Client shall immediately notify BSA of any of the following events: change in ownership of the Client (over 50%); a merger, change in name or change in the nature of Client's business that in any way affects Client's right to request and receive consumer reports.

10. Miscellaneous Provisions

A. This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements, negotiations and representations. This Agreement may only be modified in writing signed by both parties; however, subsequent representations by Client to show compliance with existing or future laws are effective when signed by Client and become a part of this Agreement. This Agreement is for the exclusive benefit of the parties hereto and no benefit is intended for any third party.

B. All communications and notices to be given under this Agreement will be made to the addresses, street and e-mail, and telephone numbers set forth herein. Each party will notify the other promptly of any change of address or telephone number.

C. This Agreement is intended to be subject to, and in compliance with, all applicable state and federal statutes and regulations. Insofar as this Agreement or any provision may subsequently be determined to be at variance or not in compliance with any such statute or regulation, it will be considered to be amended or modified to the extent necessary to make it comply, and BSA and Client hereby consent and agree to any such amendment or modification. Further, the invalidity of any one provision shall not affect the validity of the other provisions.

D. This Agreement is deemed to have become effective and to have been entered into upon its acceptance in the State of California by BSA. Therefore, this Agreement will be interpreted and enforced in accordance with the laws of the State of California, without reference to its conflict of laws.

E. BSA may make changes to the software or methods used to provide service to Client and Client must make any necessary changes to maintain working connection to the service at Client's sole cost.

11. Force Majeure

Neither Party is responsible for any events or circumstances beyond its control that prevent it from meeting its obligations, which include but are not limited to: war, terrorism, riots, embargos, strikes, disruptions in communications or acts of God.

Please Initial

Client

CLIENT INFORMATION (please enter below)**Client Name** City of Deadwood**Address 1** City Hall**Address 2** 102 Sherman Street**City** Deadwood**State** SD**Zip** 57732

x _____

Corp. Officer Signature**Printed Name:****Title:****Date:**

The above agreement is executed in support and recognition of the customer relationship between Client,
Background Screeners of America and the background screening services company listed below:

Internal Use Only**Consultant Name****Address 1****Address 2****City****State****Zip****Background Screeners of America**

18344 Oxnard St. Suite 101

Tarzana, CA 91356

x _____

Corp. Officer Signature**Printed Name:****Title:****Date:****Please Initial**_____
Client



Background Screeners — of America —

18344 Oxnard St. Suite #101
Tarzana, CA 91356
Tel: 866-570-4949 | Fax: 866-570-5656
clientservices@wescreenusa.com

Disclosure And Authorization For Consumer Reports

Disclosure

In connection with my application for employment (including contract or volunteer services) or application for tenancy with _____, at _____, I understand consumer reports will be requested by you ("Company"). These reports may include, as allowed by law, the following types of information, as applicable: names and dates of previous employers, reason for termination of employment, work experience, reasons for termination of tenancy, former landlords, education, accidents, licensure, credit, etc. I further understand that such reports may contain public record information such as, but not limited to: my driving record, judgments, bankruptcy proceedings, evictions, criminal records, etc., from federal, state, and other agencies that maintain such records.

In addition, investigative consumer reports (gathered from personal interviews, as applicable, with former employers or landlords, past or current neighbors and associates of mine, etc.) to gather information regarding my work or tenant performance, character, general reputation and personal characteristics, and mode of living (lifestyle) may be obtained.

Authorization

I hereby authorize procurement of consumer report(s) and investigative consumer report(s) by Company. If hired (or contracted), this authorization shall remain on file and shall serve as ongoing authorization for Company to procure such reports at any time during my employment, contract, or volunteer period. I authorize without reservation, any person, business or agency contacted by the consumer reporting agency to furnish the above-mentioned information.

This authorization is conditioned upon the following representations of my rights:

I understand that I have the right to make a request to the consumer reporting agency: Background Screeners of America ("Agency"), 18344 Oxnard Street, Ste. 101, Tarzana, CA 91356, telephone number 866-570-4949, upon proper identification, to obtain copies of any report furnished to Company by the Agency and to request the nature and substance of all information in its files on me at the time of my request. The request includes the sources of information and the Agency, on Company's behalf, to provide a complete and accurate disclosure of the nature and scope of the investigation covered by any investigative consumer report(s). The Agency will also disclose the recipients of any such reports on me which the Agency has previously furnished within the two year period for employment requests, and one year for other purposes preceding my request (California three years). I hereby consent to Company obtaining the above information from the Agency. I understand that I can dispute, at any time, any information that is inaccurate in any type of report with the Agency. I may view the Agency's privacy policy at their website: www.wescreenusa.com

California, Minnesota and Oklahoma Residents:

I understand that if the Company is located in California, Minnesota or Oklahoma, that I have the right to request a copy of any report Company receives on me at the time the report is provided to Company. By checking the following box, I request a copy of all such reports be sent to me. Check here: ☐

I have read and I
understand this page.



_____ Applicant Initials

California Applicants:

As a California applicant, I understand that I have the right under Section 1786.22 of the California Civil Code to contact the Agency during reasonable hours (9:00 a.m. to 5:00 p.m. (PTZ) Monday through Friday) to obtain all information in Agency's file for my review. I may obtain such information as follows: 1) In person at the Agency's offices, which address is listed above. I can have someone accompany me to the Agency's offices. Agency may require this third party to present reasonable identification. I may be required at the time of such visit to sign an authorization for the Agency to disclose to or discuss Agency's information with this third party; 2) By certified mail, if I have previously provided identification in a written request that my file be sent to me or to a third party identified by me; 3) By telephone, if I have previously provided proper identification in writing to Agency; and 4) Agency has trained personnel to explain any information in my file to me and if the file contains any information that is coded, such will be explained to me.

New York Applicants:

I understand that if I am applying for employment in New York, that I have the right to receive a copy of Article 23-A of the New York Correction Law _____ (initial if this applies).

Washington Applicants:

I understand that if the report is provided to an employer in the State of Washington, that I can contact the following office for more information regarding my rights under Washington state law in regard to these reports: State of Washington Attorney General, Consumer Protection Division, 800 5th Ave, Ste. 2000, Seattle, Washington 98104-3188, (206) 464-7744.

Please complete all of the fields below:

☐ I understand that I have rights under the Fair Credit Reporting Act and I acknowledge receipt of the Summary of Rights.

Last Name:	First:	Middle: Please check box if you do not have a middle name. <input type="checkbox"/>
Social Security #:		Date of Birth:
Email: (This is a required Field)		
Current Address:		Previous Address:
Street:		Street:
Apt or Unit #:		Apt or Unit #:
City:	State:	City:
Zip:		State:
		Zip:
Drivers Lic. #:		State Issuing:
Former Name/Alias:		

X _____

Applicant Signature

Date: _____

Para informacion en espanol, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA.

For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment - or to take another adverse action against you - must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need - usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

Applicant Copy

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
<p>1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates. b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:</p>	<p>a. Bureau of Consumer Financial Protection 1700 G Street NW Washington, DC 20006 b. Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480 c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement & Proceedings Department of Transportation 400 Seventh Street SW Washington, DC 20590</p>
<p>4. Creditors Subject to Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 1925 K Street NW Washington, DC 20423</p>
<p>5. Creditors Subject to Packers and Stockyards Act</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 406 Third Street, SW, 8th Floor Washington, DC 20416</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 406 Third Street, SW, 8th Floor Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F St NE Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877) 382-4357</p>

Applicant Copy

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identify theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed.

Federal regulations are available at www.consumerfinance.gov/learnmore.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations are available at www.consumerfinance.gov/learnmore.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.

- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations) the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 615(d). This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer’s CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identify of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and

(3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681c-A	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681c-B	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y



Background Screeners of America
18344 Oxnard St. Suite 101
Tarzana, CA 91356
866-570-4949 · FAX 866-570-5656
info@wescreenusa.com

Search Users Authorization

Client Information

Date:

- ☐ This is a first-time authorization form
☐ This is an add-on authorization form

Company Name:

Authorizing Individual:

Phone:

Email:

Authorized Users

Please check tasks each user is authorized for in space below name.

First Name:

M.I.

Last Name:

Email:

☐ Non-Administrative:

☐ Administrative:

☐ Manage Other Users

☐ Order Reports

☐ Order Reports for Other Users

☐ View All Reports for Other Users

☐ View Reports

☐ Order Reports for Sub-Clients

☐ View All Reports for Sub-Clients

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☐ Order Reports for Sub-Clients

☐ View All Reports for Sub-Clients

X

Date: _____

Authorizing Individual Signature