CITY OF DEADWOOD 102 SHERMAN STREET AGENDA

Regular Meeting 5:00 p.m. December 4, 2017

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 November 20, 2017
- 4. APPROVE BILLS
- 5. ITEMS FROM CITIZENS ON AGENDA
 - A. Jeanna Dewey, Black Hills Vacations, presenting proposal to become Event Center ticket agent and requesting city assistance to purchase equipment

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. Approve abatement request from Rocky Waters 3 LP on parcel 30900-00735-010-20. New construction and assessed value was attached to wrong parcel.
- B. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Mary Ann Biggs.
- C. Permission for Mayor to sign the 2018 Combined Voting Agreement between the Lead-Deadwood School District, City of Central City, City of Deadwood, City of Lead, City of Whitewood, Lead-Deadwood Sanitary District and the Lead Fire Protection District.
- D. Pay annual trustee fees to First National Bank-Sioux Falls for Series 2012 and 2015 Certificates of Participation in the amount of \$5,732.50 from Historic Preservation
- E. Request use of public property and waiver of parking lot fees for Lead-Deadwood Girls Softball Tournament June 22 through June 24, 2018
- F. Permission to hire Katie Tieman and Hannah Campbell as front desk receptionists at the Rec Center at \$8.93 per hr. effective December 6, 2017 pending pre-employment drug screening.
- G. Correct pay rate for uncertified officer Sonya Papousek from \$19.53 to \$20.12, per pay scale. Correction effective July 20, 2017.
- H. Accept technical assistance and enter into Community Planning Assistance for Wildfire program. Allow Mike Runge and Bob Nelson Jr.

- to travel to Boulder, CO for training on January 24 and 25, 2018, at no cost to city
- I. Approve request from Deadwood History to purchase Adams Museum sign and participate in 50% of the cost, not to exceed \$3,997.50.
- J. Purchase Gaylord Brothers Delphi Triton Exhibit case from Archives budget at cost not to exceed \$7,300.00.

7. BID ITEMS

A. Permission to accept bid from Equipment Repair Solutions for knuckle boom truck in the amount of \$49,900.00 plus \$1.50 per mile to Deadwood. Bids were opened on November 20, 2017.

8. PUBLIC HEARINGS

A. Set public hearing on December 18 for open container in zones 1 and 2 on February 9 and 10, street closure for parade and waiver of banner fees on February 10, 2018 for Mardi Gras Event.

9. OLD BUSINESS

A. Discussion and action on disposal of Pavilion

10. NEW BUSINESS

- A. Second Reading of Ordinance #1267, Amending Chapter 17, Change of Zoning
- B. First Reading of Ordinance #1268, Supplemental Budget Ordinance #3 for 2017
- C. First Reading of Ordinance #1269, to Amend Chapter 6.08, Dogs and Cats, and set impound and license fees by resolution
- D. First Reading of Ordinance #1270, to Amend Chapter 15.00 Building Construction Fees
- E. First Reading of Ordinance #1271, to Amend Chapter 17.04.090, Conformance Required
- F. Resolution 2017-27 Establishing City Fees for 2018
- G. Pass Resolution 2017-28 Designating Special Events Recognized by the City of Deadwood for purposes of Ordinances Section 15.32.100 and 15.32.140 for 2018
- H. Permission for Mayor to sign Second Amended Lease Agreement with Option to Purchase with Blake D. Haverberg and Melanie D. Haverberg, Martin Mason Restoration LLC etc. for Martin Mason property, extend the term of the loan by 3 years, reduce payment to \$9,972.44 at 4%, with a balloon payment due on 12/31/2022.
- I. Permission for Mayor to sign Addendum to Second Amended Settlement Agreement with Haverberg Entities Dated June 10, 2014.

11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

12. EXECUTIVE SESSION

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

13. <u>ADJOURNMENT</u>

The Regular Session of the Deadwood City Commission convened on November 20, 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

Speirs moved, Ruth seconded to approve the minutes of November 6, 2017. Roll Call: Aye-All. Motion carried.

APPROVAL OF DISBURSEMENTS

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

ACE HARDWARE	SUPPLIES	257.96
AINSWORTH-BENNING	PROJECT	310.00
AKROP, DAVE	PROJECT	506.38
ALBERTSON ENGINEERING ALPINE IMPRESSIONS	PROJECT LOGO	6,814.59 65.00
ALSCO	SUPPLIES	132.00
AMAZON	SEVICE	180.04
ARLETH LAND SURVEYING	PROJECT	1,937.50
ARMSTRONG EXTINGUISHER	MAINTENANCE	2,552.00
ASPEN RIDGE LAWN	PROJECT	1,871.00
ATCO INTERNATIONAL	SUPPLIES	330.00
BIALAS, KURT AND DAWN	GRANT	3,264.00
BH ASPHALT	PROJECT	8,646.44
BH CHEMICAL BH PIONEER	SUPPLIES	3,622.94
BH SPECIAL SERVICES	ADS CLEANING	384.45 980.00
BH TITLE	REPORT	450.00
BH WINDOW CLEANING	CLEANING	770.75
BLACKSTRAP	SALT	6,523.80
BROCK WHITE COMPANY	SUPPLIES	1,979.00
BUTLER MACHINERY	SNOWBLOWER	5,658.00
CAI CONSTRUCTION	PROJECT	3,701.62
CHAINSAW CENTER	SUPPLIES	155.86
CHEMSEARCH	SUPPLIES	161.95
CITY OF LEAD	SHELTER	2,860.12
CONVERGINT TECHNOLOGIES CULLIGAN	REPAIR	31.89
DAKOTA INSULATION	SUPPLIES PROJECT	278.50 568.98
DAKOTA LUMBER	PROJECT	7,013.13
DAKOTA WINDS CONSTRUCTION	PROJECT	12,167.08
DEADWOOD CHAMBER	BOOKLETS	3,532.50
DVFD	REIMBURSEMENT	42.59
DEER MOUNTAIN GUTTER	PROJECT	417.08
DUNCAN PARKING	MAINTENANCE	997.56
E.T. SPORTS	SERVICE	126.00
EDDIE'S TRUCK CENTER	SUPPLIES	269.77
EMERY-PRATT FAULK COUNTY HISTORICAL	BOOKS GRANT	40.98 9,250.00
FIRST INTERSTATE BANK	TIF	32,158.60
FIRST PHOTO	PRINTS	279.00
GADGET TECHNOLOGY	SUPPLIES	199.98
GALLS	UNIFORMS	392.72
GOLDEN WEST	SERVICE	67.40
GRIMM'S PUMP	REPAIR	399.87
GUNDERSON, PALMER, NELSON	SERVICE	3,090.00
HERMY'S HTG	PROJECT	1,000.00
HILLS MATERIALS IDENTISYS	ROADSTONE	120.24
INTEGRATED PARKING	CARDS MAINTENANCE	613.80
JACOBS WELDING	MAINTENANCE SERVICE	3,456.00 104.65
JOHN WALSH	GRANT	600.00
KC VIDEO PRODUCTIONS	SERVICE	180.00
KNECHT	PROJECT	2,635.73
KOALA ELECTRIC	PROJECT	7,625.51
KONE	INSTPECTION	290.08
LAWRENCE CO. AUDITOR	TIF	8,224.48
LAWRENCE CO. REGISTER	FEES	300.00
LEAD DEADWOOD ARTS CENTER LEAD-DEADWOOD SANITARY	AWARDS TIF	330.00
LEAD-DEADWOOD SCHOOL	TIF	1,541.60 22,193.48
LIBERTY NATIONAL BANK	TIF	548.95
LYNN'S	SUPPLIES	56.65
M&M SANITATION	RENTAL	404.78
MEHLBERG CONSTRUCTION	PROJECT	4,596.30
MICHAEL TODD & COMPANY	SUPPLIES	347.21
MIDWEST TAPE	DVDS	222.04
MIKLA, JAMES & CHRISTINE	GRANT	508.00
MOHR, TRENT MS MAIL	REIMBURSEMENT	22.00 15 131 51
MS MAIL NATHAN GREENAWAY	SERVICE PROJECT	15,131.51 1,450.54
NEIGHBORHOOD HOUSING	CONTRACT	6,466.25
NORTHERN HILLS TECHNOLOGY	SERVICE	15.00
PFARR, RANDY	REIMBURSEMENT	22.00
PITNEY BOWES	POSTAGE	500.00
QUALITY SERVICES	PROJECT	27,032.23
RAPID DELIVERY	DELIVERY	50.60
RAPID FIRE PROTECTION	SERVICE	612.25

RAPP SALES	SUPPLIES	163.00
RASMUSSEN MECHANICAL	SUPPLIES	48.63
RB CONSTRUCTION	PROJECT	1,006.28
REGIONAL HEALTH	SERVICE	60.00
RON UNDERHILL	GRANT	2,744.00
SD ASSN. OF CODE ENFORCEME	MEMBERSHIP	40.00
SD BUILDING OFFICIALS	MEMBERSHIP	50.00
SD COMMISSION ON GAMING	CITY SLOTS	27,443.18
SD DEPT. OF CORRECTIONS	FIREWISE	4,456.33
SD DEPT. OF MOTOR VEHICLES	TITLE	16.20
SD DEPT. OF REVENUE	TAX	4,622.09
SD GOV. FINANCE OFFICERS	DUES	130.00
SD GOV. HUMAN RESOURCE	DUES	50.00
SD MUNIC. STREET	MEMBERSHIP	35.00
SD ONE CALL	SERVICE	31.36
SD POLICE CHIEFS	MEMBERSHIP	121.78
SD STATE HISTORICAL	GRANT	24,950.00
SDML WORKERS' COMP FUND	PREMIUM	60,201.00
SJOMELING, ROBERT	GRANT	1,250.00
SOCIETY OF BLACK HILLS	GRANT	1,785.20
SORENSON, LILA	GRANT	584.58
SOUTHSIDE SERVICE	SERVICE	2,538.40
SPECIALTY VEHICLES	SERVICE	308.59
SPLIT ROCK STUDIOS	PROJECT	1,951.00
ST. JOHN'S EPISCOPAL	GRANT	216.83
STANTON'S SEWING	PATCHES	50.07
STRETCH'S GLASS	SERVICE	2,098.00
STURDEVANT'S	SUPPLIES	1,448.64
TACTICALGEAR	HOLSTER	115.90
TEMPERATURE TECHNOLOGY	REPAIR	228.66
THE LORD'S CUPBOARD		
	ALLOCATION	2,578.75
TRIDLE, JOHN	REIMBURSEMENT	22.00
TRIPLE K TIRE	SERVICE	88.50
TRUGREEN	SERVICE	146.00
TWILIGHT	SUPPLIES	434.96
TWIN CITY HARDWARE	SUPPLIES	2,011.04
UWI	CARRIERS	1,869.95
VFW	FLAGS	59.00
VICTOR STANLEY	BENCHES	10,026.00
VISIONS HOME IMPROVEMENTS	PROJECT	6,144.42
WESTERN COMMUNICATIONS	ANTENNAS	82.05
WHITE'S QUEEN CITY MOTORS	SUPPLIES	105.56
ZEP SALES	SUPPLIES	322.39

TOTAL \$395,276.25

ITEMS FROM CITIZENS ON AGENDA

License

Ruth moved, Todd seconded to grant Deadwood Chamber a special temporary liquor license at Event Center for SnoCross on January 19 from 10:00 a.m. to 10:00 p.m. and January 20, 2018 from 8:00 a.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

Request

Lori Frederick from Governor's Office of Economic Development requested continued use of office space at City Hall. After discussion, Todd moved, Speirs seconded request. Roll Call: Aye-All. Motion carried.

Funding

Mike Rodman and Deadwood Alive reenactors thanked the city for funding the extended 2017 season and asked Commission to consider funding \$20,000.00 for 2018 season. Speirs moved, Ruth seconded to expend Bed and Booze Fund dollars for requested amount to extend 2018 season. Roll Call: Aye-All. Motion carried.

Participation

Brad Wilson, Administrator SDPAA Workers Compensation Fund, presented City of Deadwood a 30 Year Plaque for participation in SDPAA Workers Compensation Fund.

CONSENT

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

- A. Acknowledge Change Orders 1-4 and Pay Applications/Draw Requests 1-9 in regard to Tru Hotel project. Total contract amount \$3,220,383.39, TIF #10 eligible expenditures 2.6 million
- B. Approve attendance of Sonya Papousek in basic Law Enforcement Certification Course from November 26, 2017 through March 2, 2018.
- C. Resolution 2017-25 to Approve 2017 Interfund Cash Transfers and Close or Combine Certain Funds

RESOLUTION 2017-25, A RESOLUTION TO APPROVE INTERFUND CASH TRANSFERS, CLOSE OR COMBINE CERTAIN ACCOUNTING FUNDS IN THE CITY OF DEADWOOD

Be it resolved by the Deadwood City Commission that on November 20, 2017, the City of Deadwood has approved the following accounting transactions for 2017:

- Transfer cash From Historic Preservation Fund 0215 to Trolley Department Fund 0610, \$92,000.00 for support of trolley operational expenses. From Historic Preservation Fund 0215 to General Fund 0101, \$1,322,356.00 for impact funds From Historic Preservation Fund 0215 to Water Fund 0602, \$160,814.00 for impact funds. From Historic Preservation Fund 0215 to Welcome Center Capital Projects Fund 0564 \$500,000.00 for construction.
- From General Fund 0101 to Library Fund 0206, \$56,010.00 in support of operational expenses. From General Fund 0101 to Welcome Center Capital Project Fund 0564, \$500,000.00 for construction.
- From Bed and Booze Fund 0209 to General Fund 0101, \$50,000.00 for partial payment of utility costs.
- Capital Projects Fund 0544 named as St. Ambrose shall be closed and combined with Business Type Fund 0607. Fund 0607 currently named Mt. Moriah shall be renamed as Historic Cemeteries.
- Capital Projects Fund 0564 named as Welcome Center shall be closed.
- Business Type Fund Broadway Parking Fund 0611 shall be closed, and combined with Business Type Fund 0610 Parking and Transportation.

Dated this 20th day of November, 2017

ATTEST:

CITY OF DEADWOOD

/s/ Mary Jo Nelson, Finance Officer

/s/ Charles Turbiville, Mayor

D. Renew Wine and Alcohol Licenses for 2018, pending payment of Business Improvement District and property taxes

APPROVAL OF APPLICATIONS FOR LIQUOR/WINE LICENSE RENEWALS FOR 2018 CONVENTION CENTER LICENSES

Blue Sky Gaming, Tin Lizzie Gaming Resort (CL-505)

BY Development Inc., Cadillac Jacks (RL-504)

Deadwood Hospitality Resort LLC, Deadwood Gulch Resort (CL-15404)

Deadwood Resort LLC, The Lodge at Deadwood, (CL-509)

First Gold, Inc., First Gold Hotel, (CL-502)

Gold Dust Lodging Group LLC, Holiday Inn Express Hotel & Suites (CL-503)

GR Deadwood LLC, Mineral Palace Hotel & Gaming (CL-507)

Gulches LLC, Deadwood Comfort Inn/Gulches of Fun (CL-501)

Historic Deadwood Convention Facility, LLC, Wooden Nickel, Iron Horse Inn, Martin Mason Hotel, (CL-511)

Hotel Franklin Inc., Historic Franklin Hotel (CL-506)

NMD Venture, NMD Venture -Hickok's Hotel & Casino (CL-508)

Tentexkota, Deadwood Mountain Grand Hotel & Casino (CL-510)

PACKAGE (OFF-SALE) LIQUOR

Black Diamond Capital LLC, Gold Dust (PL-4520)

Blue Sky Gaming, Tin Lizzie Gaming Resort, (PL-4521)

Deadwood Hospitality Resort, LLC., Deadwood Gulch Resort, (PL-4522)

GR Deadwood LLC, Mineral Palace Hotel & Gaming, (PL-4524)

Packhorse Liquor & Convenience Inc., Pack Horse Liquor & Convenience (PL-4523)

RETAIL LIQUOR LICENSES

Black Diamond Capital LLC, Gold Dust (RL-5792)

B.P.O Elks Lodge #508, Elks Lodge (RL-5540)

Bullock Hospitality, Bullock Hotel (RL-5542)

Deadwood Distillery, LLC, Deadwood Distillery (RL-5534)

Midnight Star Enterprises, Midnight Star I & II (RL-5995)

Midwest Motels of Deadwood, Buffalo Bodega (RL-5535)

Nugget Saloon, LLC, Nugget Saloon, (RL-5536)

Old Style Saloon No. 10 Inc., Saloon No. 10 (RL-5537)

Deadwood Distillery, LLC, Deadwood Distillery (RL-5534)

Super G Investments Inc., Silverado Gaming Establishment (RL-5538)

VFW Post 5969, VFW (RL-5541)

RETAIL (ON-OFF SALE) WINE

Angels Attic Uncorked, Angels Attic (RW-20691)

Apple Teaching Resources for Effective Education, Harry's Spaghetti Western, (RW-23145)

Blue Sky Gaming Inc., Tin Lizzie Gaming Resort, (RW-6415)

Blue Sky Gaming Inc., Tin Lizzie Gaming Resort, (RW-6491)

BRI Inc., Best Western Hickok House, (RW-6466)

Broken Arrow Trading Company Inc., Deadwood Winery, (RW-21479)

BY Development Inc., Cadillac Jacks, (RW-6537)

Deadwood History Inc., Adams Museum & House, (RW-19327)

Deadwood History Inc., Days of 76 Museum Inc. (RW-20401)

Deadwood Hospitality Resort LLC, Deadwood Gulch Resort, (RW-6401)

Deadwood Resort LLC, The Lodge at Deadwood, (RW-19226)

DGS LLC, Deadwood Gulch Saloon, (RW-6646)

Fairmont Hotel Corp., Fairmont Hotel, (RW-6461)

GR Deadwood LLC, Mineral Palace Hotel & Gaming, (RW-6480)

Hotel Franklin Inc., Historic Franklin Hotel, (RW-6643)

Jackson Winery & Vineyard LLC, Belle Joli Winery, (RW-7568)

Kodiaks Inc., Kodiaks Arcade Shooting Gallery, (RW-21877)

Mary Larson, Deadwood Dicks, (RW-20965)

M.S. Mail LLC, M.S. Mail, (RW-22642)

Mustang Sallys Inc., Mustang Sallys, (RW-6499)

Old Style Saloon No. 10 Inc., Saloon No. 10, (RW-19210)

Princeton Inc., Deadwood Super 8/Lucky 8 Gaming, (RW-6447)

Richard & Marguerite Olesen, Deadwood Wild Bills Trading Post (RW-21777)

Rolling Hills Farm Investments LLC, Celebrity Hotel & Casino, (RW-6542)

Super G Investments, Inc., Silverado, (RW-6436)

Tentexkota LLC, Deadwood Mountain Grand Hotel & Casino (RW-21330)

Vaughn Mary Boyd, Deadwood Tobacco Company, (RW-6648)

Willy's Wild West Inc., Deadwood Station, (RW-20626)

Winery Hill City LLC, Naked Winery Deadwood, (RW-24025)

- E. Pay Adam's Salvage \$3,383.46 for Deadwood's portion of liability insurance for rubble site operations. Payment is divided between Lead, Deadwood, Lawrence County and Central City (budgeted).
- F. Acknowledge the following payment to bondholders on November 1, 2017 for 2012 and 2015 Certificates of Participation: principal of \$2,555,000.00 and interest of \$160,025.00
- G. Permission to pay Maintenance Technician Dustin Nelson, \$23.08 per pay period for cell phone allowance.

BID ITEMS

Surplus Trolley

Mayor Turbiville stated one bid was opened for Trolley at 2:00 p.m. today as advertised.

Dave Usselman, Mina, S.D. - \$2,675.00

Transportation and Facilities Director Kruzel recommended Commission accept bid from Usselman in the amount of \$2,675.00. Todd moved, Struble seconded to accept bid. Roll Call: Aye-All. Motion carried.

Crane Truck

Mayor Turbiville stated three bids were opened for Crane Truck at 2:00 p.m. today as advertised.

V and H Inc. – 1st truck - 1996 Kenworth - \$67,000.00

2nd truck - 1995 Oshkosh - \$44,000.00

3rd truck did not meet specs.

\$1.80 per mile transportation from truck location

Whiteford Kenworth – 1st truck – 2000 International - \$69,900.00

2nd truck did not meet specs.

\$1950.00 FOB rate to Deadwood

Rod Dickson, Equipment Repair Solutions – 2000 Sterling - \$49,900.00

\$1.50 per mile transportation from truck

Kruzel requested continuance until December 4th for review. Ruth moved, Speirs seconded request. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS

Vacate

Mayor Turbiville opened the public hearing at 5:10 p.m. for petition to vacate a portion of Pearl Street and passage of Resolution 2017-26. Upon questioning by resident Georgeann Silvernail, Planning and Zoning Administrator Nelson Jr. stated this portion of Pearl Street is on the northwest side of Burnham Street. Hearing closed. Speirs moved, Ruth seconded to pass Resolution 2017-26 to Vacate Portion of Pearl Street. Roll Call: Aye-All. Motion carried.

RESOLUTION 2017-26 TO VACATE A PORTION OF PEARL STREET

WHEREAS, the Deadwood City Commission has received a petition for the vacation of a portion of a city street pursuant to SDCL 9-45-7; and

WHEREAS, the petition requested vacation of the following-described property:

That portion of Pearl Street of the City of Deadwood, Lawrence County, South Dakota, as shown on Exhibit A attached hereto and by such reference incorporated herein.

WHEREAS, a public hearing was held on Monday, November 20, 2017, at 5:05 p.m., after due notice to the public and any other adjacent landowners, and no objections were made or received; and

WHEREAS, no actual construction of this portion of Pearl Street was ever done and the public interest will be better served by vacating the street right-of-way because petitioners' home is the only residential structure served by the existing portion of Pearl Street; and

WHEREAS, it would cause no inconvenience to the public because public travel will not be impacted; now therefore, it is hereby

RESOLVED, pursuant to SDCL 9-45-7, that the public interest will be better served by the proposed vacating of the portion of the street right-of-way; and it is further

RESOLVED that the Deadwood City Commission shall publish and file this Resolution as statutorily provided.

Dated this 20th day of November, 2017

ATTEST: /s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD /s/ Charles Turbiville, Mayor

Ball Drop

Public hearing was opened at 5:12 p.m. by Mayor Turbiville. No one spoke in favor or against, hearing closed. Speirs moved, Ruth seconded to approve street closure on Main Street from Pine Street to Lee Street from 11:50 p.m. on December 31, 2017 to 12:10 a.m. on January 1, 2018 for the New Year's Eve Ball Drop at the Franklin Hotel. Roll Call: Aye-All. Motion carried.

K9 Keg Pull

Public hearing was opened at 5:13 p.m. by Mayor Turbiville. No one spoke in favor or against, hearing closed.

Struble moved, Todd seconded to allow the relaxation of the open container ordinance on Main Street from the Tin Lizzies Gaming Resort to Masonic Temple, Broadway Street from Wall to Shine, Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street and Lee Street from Pioneer Way to 83 Sherman Street from 12:00 p.m. to 10:00 p.m. on Saturday, January 20, 2018. Roll Call: Aye-All. Motion carried.

Todd moved, Struble seconded to approve street closure on Main Street from Pine Street to Deadwood Street, from 9:00 a.m. to 6:00 p.m. on Saturday January 20, 2018. Roll Call: Aye-All. Motion carried.

OLD BUSINESS

Pavilion

Mayor began discussion concerning the future of the Pavilion. Mayor Turbiville stated he asked Department Heads Tom Kruzel, Kevin Kuchenbecker and Bob Nelson Jr. to put together possible options in order to make a decision. Kuchenbecker gave a brief description of the seven options, which were; Option 1 – Parking, Option 2 – Apartment Complex, Option 3 - Housing, Option 4 - New Commercial Enterprise, Option 5 - Gift to Government Agency, Option 6 – City Retain Ownership and Option 7 – Sale of the Property. After discussion concerning voting procedure for each option and other input from citizens in the audience, Turbiville stated these options would be considered at next Commission Meeting on December 4.

NEW BUSINESS

Board of Adjustment

Ruth moved, Speirs seconded to act as Board of Adjustment and approve final plat for Lot 1A of Meverden Addition, Formerly Lots 1 thru 7 of the Meverden Addition and Lots 1 thru 3 of Block G of Fargo's Addition and Block D of Weisflog Addition and A portion of Meverden Street; all located in M.S. 81 and M.S. 283. Planning and Zoning Administrator Nelson Jr. stated plat will define property lines, remove a portion of private property from roadway, clear encroachments and create utility easement. Roll Call: Aye-All. Motion carried.

First Reading

Ruth moved, Speirs seconded to approve first reading of Ordinance #1267, to Amend Chapter 17, Change of Zoning from R1 to C1 at intersection of Water Street and Cemetery Street. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Mayor Turbiville read the following informational items:

- The City of Deadwood will participate in Homestake Opera House Festival of Trees.

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

ADJOURNMENT

Speirs moved, Struble seconded to adjourn the regular session at 5:34 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) and personnel matters per SDCL 1-25-2(1) with possible action. The next regular meeting will be on Monday December 4, 2017.

After coming out of executive session at 5:55 p.m., Todd moved, Speirs seconded to increase Bonny Anfinson's hourly rate from \$18.72 to \$19.72 effective November 20, 2017.

ATTEST:	DATE:
	BY:
Mary Jo Nelson, Finance Officer	Charles M Turbiville, Mayor

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 1

PACKET: 04202 COMBINED - 12/5/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME		G/L ACCOUNT NAME		DESCRIPTION	CHECK#	TNUOMA
	THE LORD'S						
		I-112017	101-3000-699	MISC REVENUE	RECYCLING PROCEEDS	000000	43.66
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	43.66
01-3975	FIRST NATIO	ONAL CREDIT C					
		I-11-24-17 CC KRUZEL	101-4111-427	TRAVEL	GAS FOR SAFETY CONFERENCE	000000	56.25
				DEPARTMENT :	111 COMMISSION	TOTAL:	56.25
01-0433	WELLMARK B	LUE CROSS BLU					
			101-4142-415	GROUP INSURAL	N WELLMARK BLUE CROSS AND BLUE	S 000000	1,459.38
01-1171	A & B BUSI	NESS SOLUTION					
		I-IN453772	101-4142-422	PROFESSIONAL	COPIER CONTRACT - FINANCE	000000	73.42
01-2160	DATA FLOW						
01-2160	DATA FLOW	I-27045	101-4142-426	SUPPLIES	HEALTH INSURANCE FORMS - FIN	1. 000000	130.55
				DEPARTMENT :	142 FINANCE	TOTAL:	1,663.35
01-0223	COCA COLA 1	BOTTLING HIGH					
		C-2375640	101-4192-426	SUPPLIES	DECAF COFFEE-CREAMER/PARKS	000000	450.00-
		I-2319157	101-4192-426	SUPPLIES	(25728) OUNCE USAGE/PUB BLDG	000000	964.80
		I-2319186	101-4192-426	SUPPLIES	(4224) OUNCE USAGE/PUB BLDG	000000	158.40
		I-2375639	101-4192-426	SUPPLIES	COFFEE-CREAMER/PUB BLDGS	000000	127.00
01-0433	WELLMARK B	LUE CROSS BLU					
		I-12/01/17	101-4192-415	GROUP INSURAL	N WELLMARK BLUE CROSS AND BLUE	S 000000	180.31
01-0551	MENARD'S	7 51500	101 4100 405 00		T. C. CONTROL CONTROL VICE PURISHED /		202.25
		I-51582	101-4192-425-09	REPAIRS - HAI	R LG STAND-STEAM HOT-PUNCHDN/F	IAR 000000	288.96
01-0553	MONTANA DA	KOTA UTILITIE					
		I-GAS 11-21-17 AD MU	101-4192-428-02	UTILITIES - A	A NATURAL GAS 10/24-11/20/17/	000000 MA	277.95
		I-GAS 11-21-17 AS HO	101-4192-428-01	UTILITIES - 2	A NATURAL GAS 10/24-11/20/17/A	M 000000	320.57
		I-GAS 11-21-17 CITY	101-4192-428-04	UTILITIES - 0	C NATURAL GAS 10/24-11/20/17/0	O00000 TI	471.23
		I-GAS 11-21-17 FIRE	101-4192-428-07		F NATURAL GAS 10/24-11/20/17/F		475.68
		I-GAS 11-21-17 GATEW			G NATURAL GAS 10/24-11/20/17/0		51.47
		I-GAS 11-21-17 HARCC			H NATURAL GAS 10/24-11/20/17/F		306.88
		I-GAS 11-21-17 HISTO			H NATURAL GAS 10/24-11/20/17/F		146.87
		I-GAS 11-21-17 PARKS			P NATURAL GAS 10/24-11/20/17/F		192.68
		I-GAS 11-21-17 PAVIL I-GAS 11-21-17 PB BL		UTILITIES - I	P NATURAL GAS 10/24-11/20/17/F NATURAL GAS 10/24-11/20/17/M		1,100.30 436.57
		I-GAS 11-21-17 PUB B		UTILITIES	NATURAL GAS 10/24-11/20/17/0		30.32
		I-GAS 11-21-17 REC	101-4192-428-13		R NATURAL GAS 10/24-11/20/17/F		3,538.84

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 2

BANK: FNBAP

PACKET: 04202 COMBINED - 12/5/17

VENDOR SET:

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# TRUOMA 01-0553 MONTANA DAKOTA UTILITIE continued I-GAS 11-21-17 STRTS 101-4192-428-14 UTILITIES - S NATURAL GAS 10/23-11/20/17/STR 000000 433.85 I-GAS 11-21-17 TROLL 101-4192-428-15 UTILITIES - T NATURAL GAS 10/24-11/20/17/TRO 000000 211.67 I-GAS 11-21-17 WELCO 101-4192-428-21 UTILITIES - W NATURAL GAS 10/24-11/20/17/WEL 000000 710.44 01-0578 TWIN CITY HARDWARE & LU C-A348076 101-4192-426 SUPPLIES RATCH SCREWDRIVER/PUB BLDG 000000 24.99-C-D375283 101-4192-426 SUPPLIES RETURN EXTERIOR TUBE/PUB BL 000000 3.70-I-A347384 101-4192-425-21 REPAIRS - WEL (4) FASTENERS/WELCOME CENTER 000000 3.40 101-4192-425-17 REPAIRS-DAYS (4) KEY SINGLE CUT/DAYS MUSEUM 000000 I-A347401 7.16 I-A347558 101-4192-425-07 REPAIRS - FIR CABLE TIES-SCREWDRIVERBITS/FIR 000000 35.48 I-A347575 101-4192-425-15 REPAIRS - TRO EXT SCREWS-PADLOCK/TROLLEY 000000 62.95 I-A347610 101-4192-426 SUPPLIES WEATHERSTRIP-SCREWS/PUB BL 000000 25.96 I-A347614 101-4192-426-19 SUPPLIES - GA LIME-A-WAY/GATEWAY 000000 5.99 REPAIRS - CIT TAPE RULE/CITY HALL I-A347658 101-4192-425-04 000000 19.99 I-A347890 101-4192-425-14 REPAIRS - STR MAGNETIC DR GUIDE-SILICONE/STR 000000 12.48 I-A348075 101-4192-426-04 SUPPLIES - CI THERMOMETER-SCREWDRIVER/CITY 000000 284.71 I-A348104 101-4192-426-04 SUPPLIES - CI VALVE WASHER-GASKET/CITY HALL 000000 7.08 I-A348199 101-4192-425-13 REPAIRS - REC HEX BIT SOCKET SETS/REC CENTER 000000 43.98 I-A348253 101-4192-425-13 REPAIRS - REC FASTENERS-DRILL KIT/REC CENTER 000000 20.39 I-A348285 101-4192-425-13 REPAIRS - REC FASTENERS/REC CENTER 4.76 I-A348338 101-4192-425-10 REPAIRS - LIB BENCH VISE-CLAMP-FASTENERS/LIB 000000 77.72 I-A348552 101-4192-425-04 REPAIRS - CIT SIMPLE GREEN-ALL PURPOSE CL/CH 000000 57.95 I-D374335 101-4192-425-13 REPAIRS - REC TRAY LINER-PAINT TRAY-PAINT/RE 000000 71,58 I-D374519 101-4192-426-14 SUPPLIES - ST UTILITY HEATER/STREETS 000000 41.99 I-D374646 101-4192-426-13 SUPPLIES - RE SPONGE-KNIFE-MESH TAPE/REC 000000 26.46 T-D374815 101-4192-425-14 REPAIRS - STR THERMOSTAT-MOPHEAD-PAINT/ST 000000 97.96 I-D374980 101-4192-425-07 REPAIRS - FIR 33 PC SECURITY BIT SET/FIRE 000000 13.99 I-D374989 101-4192-426 SUPPLIES SPLIT KEY RING-LG KEY RING/PUB 000000 5.04 I-D375098 101-4192-425-08 REPAIRS - HIS SNOW PUSHER-SHOVEL/HISTORY 000000 12.99 I-D375277 101-4192-425-04 REPAIRS - CIT SINK-FLEX TAILPIECE-TEE JNT/CH 000000 16.87 I-D375426 101-4192-425-13 REPAIRS - REC LAMP POST-WASHERS-FASTENER/REC 000000 61.61 I-D375446 101-4192-425-13 REPAIRS - REC FASTENERS/REC CENTER 000000 1.36 I-D375517 101-4192-425-02 REPAIRS - ADA 20 FT CAT 6 CABLE/ADAMS MUS 000000 21.99 I-D375527 101-4192-426-14 SUPPLIES - ST EXTERIOR SCREWS-STAPLES/STR 000000 14.78 I-D375568 101-4192-425-04 REPAIRS - CIT FASTENER-DRILL SAW BIT/CITY 000000 63.43 I-D375772 101-4192-425-04 REPAIRS - CIT 8 WIRE CAT 6 JACK/CITY HALL 000000 12.98 I-D375780 101-4192-425-04 REPAIRS - CIT CAT 5 E CONNECTOR/CITY HALL 000000 11.99 I-D375791 101-4192-425-04 REPAIRS - CIT CAT 6 CABLE-COUPLER/CITY HALL 000000 48.47 I-D375952 101-4192-425-13 REPAIRS - REC FASTENERS-KEYED SASH LOCK/REC 000000 10.84 I-D376014 101-4192-425-04 REPAIRS - CIT CAT 6 JACK-CONNECTOR/CITY HALL 000000 24.97 I-D376179 101-4192-425-12 REPAIRS - PAV FASTENERS-SUMP PUMP/PAVILION 000000 115.22 I-D376181 101-4192-425-07 REPAIRS - FIR ROLLERS-PAINT-TAPE-TEXTURE/FIR 000000 286.96 PAINT BRUSH SET-SHIMS/PUB BL I-D376187 101-4192-426 SUPPLIES 000000 27.97 I-D379302 101-4192-425-10 REPAIRS - LIB WALL SCRAPER-SCRAPER BLADE/LIB 000000 13.78 I-S347535 101-4192-426 SUPPLIES OUTLET-UTILITY BOX/PUB BL 000000 11.34 01-1148 KNECHT HOME CENTER. INC I-1326042 101-4192-426-06 SUPPLIES - DA (2) TIEDOWN RATCH JHOOK/GRAND 000000 27.98

REGULAR DEPARTMENT PAYMENT REGISTER

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BANK: FNBAP

PACKET: 04202 COMBINED - 12/5/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME		G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-1380	WASTE CONNEC			=======================================			
		I-12255909	101-4192-426-11	SUPPLIES - PA	OCTOBER DUMPSTER/PARKS	000000	432.04
		I-12257155	101-4192-426-20	SUPPLIES - RE	OCTOBER DUMPSTER/RECYCLING	000000	497.50
01-1558	ECOLAB PEST	ELIMINATION					
		I-3771155	101-4192-422-04	PROFESSIONAL	RODENT PROGRAM/CITY HALL	000000	155.25
01-1626	SERVALL UNIF	FORM AND LIN					
		I-2617824	101-4192-426-21	SUPPLIES - WE	MOPS-MATS-LINEN-BAGS/WELCOME	000000	44.03
		I-2668909	101-4192-426-14	SUPPLIES - ST	MATS-MOPS-TOWELS-BAGS/STRTS	000000	123.70
		I-2668910	101-4192-426-04	SUPPLIES - CI	MOPS-TOWELS-MATS-LINEN/CITY	000000	193.47
		I-2668911	101-4192-426-08	SUPPLIES - HI	TOWELS-MATS-MOPS-LINEN/HISTORY	000000	164.70
		I-2668912	101-4192-426-11	SUPPLIES - PA	MOPS-MATS-LINEN-BAGS/PARKS	000000	43.92
		I-2668920	101-4192-426-07	SUPPLIES - FI	MOPS-LINEN-MATS-TOWELS/FIRE	000000	32.66
		I-2668921	101-4192-426-10	SUPPLIES - LI	LINEN-MOPS-TOWELS/LIBRARY	000000	19.03
		I-2674998	101-4192-426-14	SUPPLIES - ST	MATS-MOPS-BAGS-TOWELS/STR	000000	126.23
		I-2674999	101-4192-426-04	SUPPLIES - CI	MATS-MOPS-TOWELS-LINEN/CITY	000000	194.44
		I-2675000	101-4192-426-08	SUPPLIES - HI	MATS-MOPS-LINEN-TOWELS/HISTORY	000000	166.06
		I-2675001	101-4192-426-11	SUPPLIES - PA	BAGS-MATS-MOPS-TOWELS/PARKS	000000	43.95
		I-2675009	101-4192-426-07	SUPPLIES - FI	MOPS-LINEN-MATS-TOWELS/FIRE	000000	44.61
01-3060	QUIK SIGNS						
		I-21368	101-4192-426	SUPPLIES	(2) 22 X 9 GRAPH CUT ORACAL/PE	3 000000	61.77
01-3346	REGIONAL HEA	ALTH					
		I-700000832	101-4192-422	PROFESSIONAL	TESTING	000000	18.00
01-3421	S AND C CLEA	NERS					
		I-11-16-17 INV 106	101-4192-422-21	PROFESSIONAL	NOV CLEANING/WELCOME CENTER	000000	1,740.00
		I-11-16-17 INV 122	101-4192-422-10	PROFESSIONAL	CLEANING/LIBRARY	000000	600.00
		I-11-16-17 INV 122	101-4192-422-07	PROFESSIONAL	CLEANING/FIRE HALL	000000	400.00
		I-11-19-17 INV 107	101-4192-422-04	PROFESSIONAL	NOV CLEANING/CITY HALL	000000	1,733.00
01-3685	BLACK HILLS	SECURITY &					
		I-P107162	101-4192-425-17	REPAIRS-DAYS	REPLACE FRONT DOOR SENSORS/76M	1 000000	255.10
		I-P107163	101-4192-425-17	REPAIRS-DAYS	TRBLSHOOT FRONT DOOR LOCK/76MU	J 000000	193.88
01-3838	VAST BROADBA	AND					
		I-CABLE 11-16-17 CIT	101-4192-428-04	UTILITIES - C	CABLE 11/20-12/19/17/CITY HALI	000000	190.28
		I-CABLE 11-16-17 REC	101-4192-428-13	UTILITIES - R	CABLE 11/20-12/19/17/REC CENT	000000	90.00
		I-PHONE 11-16-17 CIT	101-4192-428-04	UTILITIES - C	TELEPHONE 11/20-12/19/17/CITY	000000	1,332.05
		I-PHONE 11-16-17 FIR	101-4192-428-07	UTILITIES - F	TELEPHONE 11/20-12/19/17/FIRE	000000	288.18
		I-PHONE 11-16-17 GRA	101-4192-428-06	UTILITIES - D	TELEPHONE 11/20-12/19/17/GRANI	000000	164.89
		I-PHONE 11-16-17 HIS	101-4192-428-08	UTILITIES - H	TELEPHONE 11/20-12/19/17/HISTO	000000	124.20
		I-PHONE 11-16-17 LIB			TELEPHONE 11/20-12/19/17/LIBRA		250.33
		I-PHONE 11-16-17 PAV			TELEPHONE 11/20-12/19/17/PAVII		40.87
		I-PHONE 11-16-17 REC			TELEPHONE 11/20-12/19/17/REC (236.38
		I-PHONE 11-16-17 STR	101-4192-428-14	UTILITIES - S	TELEPHONE 11/20-12/19/17/STRTS	5 000000	44.24

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 04202 COMBINED - 12/5/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	TNUOMA
01-3975	FIRST NATION		=======================================	:=============			=======================================
01 03/3		I-11-24-17 CC KRUZEL	101-4192-426-21	SUPPLIES - WE	FURNITURE/WELCOME	000000	59.62
		I-11-24-17 CC KRUZEL			4 GB DATA HOTSPOT	000000	42.60
		I-11-24-17 CC KRUZEL	101-4192-425-06	REPAIRS - DAY	HEATER UNIT/DAYS OF 76	000000	299.99
		I-11-24-17 CC KRUZEL	101-4192-425-06	REPAIRS - DAY	THERMOSTAT/DAYS OF 76	000000	43,99
01-3977	ACE HARDWARE						
01-39//	ACE HARDWARD	I-006472	101-4192-426	SUPPLIES	RUBBER MALLET-GLOVES/PUB BLDG	000000	22.98
		I-006472	101-4192-426	SUPPLIES	(7) TSHIRTS/PUBLIC BLDG	000000	195.93
		1-000328	101-4192-420	307711123	(7) ISHIRIS/FOBBIC BEDG	000000	193.93
01-4057	VIEHAUSER EN	NTERPRISES,					
		I-15277	101-4192-425-13	REPAIRS - REC	TWIN KEYS-SINGLE SIDE KEY/REC	000000	44.25
				DEPARTMENT 1	92 PUBLIC BUILDINGS	TOTAL:	22,412.77
01-0433	WELLMARK BLU						40 404 00
		I-12/01/17	101-4210-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE	S 000000	12,121.82
01-0832	MACK'S AUTO	BODY, LLC					
		I-2017-225	101-4210-425	REPAIRS	REPAIR - DURANGO - POLICE	000000	1,169.50
01-3662	PROMAXIMA MA	ANUFACTURING					
		I-0093103-IN	101-4210-434-02	EQUP-FEDERAL	TRAINING EQUIPMENT - POLICE	000000	3,085.00
01-4195	MARCO						
		I-21610132	101-4210-424	RENTALS	COPIER SUPPLY FRT FEE/NOV-POL	I 000000	30.00
				DEPARTMENT 2	10 POLICE	TOTAL:	16,406.32
				DEFARIMENT 2			
01-0078	SD FIRE CHIE	EF'S ASSOCIA					
		I-112117	101-4221-427	TRAVEL	REGISTRATION-ANNUAL CONF./FIR	E 000000	250.00
01-0433	WELLMARK BLU	JE CROSS BLII					
		I-12/01/17	101-4221-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE	S 000000	1,023.14
		,,	101 100 110		Washing Shop Cropp Into Shop	5 000000	1,025.14
01-0578	TWIN CITY HA	ARDWARE & LU					
		I-A347157	101-4221-429	OTHER	SMOKE ALARMS, BATTERIES- FIRE	000000	399.72
		I-A347920	101-4221-425	REPAIRS	STEEL BAR - FIRE DEPT	000000	5.49
		I-D374866	101-4221-426	SUPPLIES	OFC.SUPPLIES,BINDER - POLICE	000000	14.25
		I-D375290	101-4221-425	REPAIRS	ANGLES, VALVES, DRAIN - FIRE DP	T 000000	37.14
01-0684	NORTHWEST PI	IPE FITTINGS					
		I-1169982	101-4221-425	REPAIRS	HEX NIPPLE - FIRE DEPT.	000000	70.58
01-1171	A & B BUSINE	ESS SOLUTION					
		I-IN453400	101-4221-422	PROFESSIONAL	COPIER CONTRACT - FIRE	000000	74.38

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 04202 COMBINED - 12/5/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP BUDGET TO USE: CB-CURRENT BUDGET

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-1306	SD FIREFIG						
		I-11/08/2017	101-4221-422	PROFESSIONAL	MEMBERSHIP DUES #812 - 2018	000000	675.00
01-4108	ALEX AIR A	PPARATUS, INC					
		I-34678	101-4221-422	PROFESSIONAL	SCBA FLOW TEST, INSPECTION-FIR	E 000000	1,902.20
				DEPARTMENT 2	21 FIRE DEPARTMENT ADMINISTR	т∩тат.•	4,451.90
				DBFARIMENI Z			4,451.90
01-0433	WELLMARK BI	LUE CROSS BLU					
		I-12/01/17	101-4232-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE	S 000000	947.52
01-3975	FIRST NATIO	ONAL CREDIT C					
		I-11-24-17 CC MOHR	101-4232-426	SUPPLIES	MAGNETIC CLIPS/BLDG INSPECTOR	000000	18.15
		I-11-24-17 CC MOHR	101-4232-426	SUPPLIES	LABELS/BUILDING INSPECTOR	000000	46.31
				DEPARTMENT 2	32 BUILDING INSPECTION	TOTAL:	1,011.98
01-0433	WELLMARK BI	LUE CROSS BLU		• • • • • • • • • • • • • • • • • • • •			
		I-12/01/17	101-4310-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE	s 000000	6,804.07
01-0578	TWIN CITY F	HARDWARE & LU					
		I-A347103	101-4310-426	SUPPLIES	SIGN POST-FASTENERS/STREETS	000000	48.44
		I-A347175	101-4310-426	SUPPLIES	REDLINE CLASS-BLOW HAMMER/STR	T 000000	48.98
		I-A347444	101-4310-426	SUPPLIES	1/2FX3/8M ADAPTOR/STREETS	000000	5.49
		I-A347639	101-4310-426	SUPPLIES	LAMPHOLDER SOCKET-FUSES/STR	000000	268.89
		I-A347923	101-4310-426	SUPPLIES	(4) CLEVIS STRAIGHT/STREETS	000000	91.96
		I-A348014	101-4310-426	SUPPLIES	PL STEEL HINGE-DOOR PULL/STRT	S 000000	15.77
		I-A348100	101-4310-426	SUPPLIES	1 BOX WEDGE ANCHORS/STRTS	000000	69.99
		I-A348202	101-4310-426	SUPPLIES	PRINTER INK-CASE OF PAPER/STR	T 000000	186.55
		I-A348607	101-4310-426	SUPPLIES	FASTENERS/STREETS	000000	58.64
		I-D374612	101-4310-425	REPAIRS	(6) 60 WATT TRAFFIC BULB/STRT	S 000000	21.54
		I-D374967	101-4310-426	SUPPLIES	(7) PVC PIPE/STREETS	000000	33.53
		I-D375299	101-4310-426	SUPPLIES	(3) EACH HOSE CLAMPS/STREETS	000000	10.47
		I-D375316	101-4310-425	REPAIRS	(3) 60 LB CONCRETE MIX/STREET	S 000000	13.74
		I-D375577	101-4310-426	SUPPLIES	(4) FASTENERS/STREETS	000000	6.40
		I-D375677	101-4310-426	SUPPLIES	(5) LED C6 70 - C670WWS/STREE	Т 000000	99.95
		I-D375680	101-4310-426	SUPPLIES	ALABASTER BLIND/STREETS	000000	5.79
		I-D376202	101-4310-426	SUPPLIES	MED CONTRACTOR GLOVE/STREETS	000000	22.99
01-0653	FASTENAL CO	DMPANY					
		I-SDSPE97898	101-4310-426	SUPPLIES	(40) FLAP DISCS/STREETS	000000	270.90
01-0782	JACOBS PREC	CISION WELDIN					
		I-24453	101-4310-425	REPAIRS	FLAT BAR 1/2X6X36/STREETS	000000	20.40
		I-24465	101-4310-425	REPAIRS	FLAT BAR 1/2X3/36/STREETS	000000	20.40
01-1148	KNECHT HOME	CENTER, INC					

REGULAR DEPARTMENT PAYMENT REGISTER

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FUND

04202 COMBINED - 12/5/17

VENDOR SET: 01

: 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BUDGET TO USE:

CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT 01-1148 KNECHT HOME CENTER, INC. continued I-1335953 101-4310-426 SUPPLIES LED LIGHT-REEL WHITE/STREETS 129.90 000000 01-1171 A & B BUSINESS SOLUTION I-IN452769 101-4310-426 SUPPLIES BASE CONTRACT COPIER/STRTS 000000 138.49 01-1333 DEADWOOD ELECTRIC I-21570 101-4310-425 REPAIRS CONVERT 14 MH TO LED SHERM/STR 000000 242.43 GENERAL TRAFFIC CONTROL 01-1813 I-18327 101-4310-425 REPAIRS FLASHER NEMA TYPE 3/STREETS 80.80 01-3094 BOMGAARS I-57331084 101-4310-426 SUPPLIES DIAMOND LIGHT SET/STREETS 000000 93.98 01-3975 FIRST NATIONAL CREDIT C I-11-24-17 CC GREEN 101-4310-426 SUPPLIES FLOWERS-DON CLYNE FUNERAL/STR 000000 13.13 I-11-24-17 CC MOHR 101-4310-426 SUPPLIES PRINTER INK/STREETS 000000 56.99 DEPARTMENT 310 STREETS TOTAL: 8.880.61 01-1380 WASTE CONNECTIONS, INC. T-12256018 101-4320-422 PROFESSIONAL OCTOBER RESIDENTIAL GARBAGE 000000 6,664.05 01-3956 ADAMS SALVAGE RECYCLING I-110617 101-4320-422 PROFESSIONAL LIAB.INSURANCE-RUBBLE SITE 000000 3,383,46 DEPARTMENT 320 SANITATION TOTAL: 10,047.51 01-0433 WELLMARK BLUE CROSS BLU I-12/01/17 101-4520-415 GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S 000000 4,260,27 01-0578 TWIN CITY HARDWARE & LU I-A347114 101-4520-425 REPAIRS CORNER BRACE-IRON/PARKS 000000 28.46 I-A347215 101-4520-426 SUPPLIES MIX CONTAINER-PLSTIC PAIL/PRKS 000000 16.96 I-A347601 101-4520-426 SUPPLIES FASTENERS, VARIOUS/PARKS 000000 6.30 I-A347623 101-4520-426 SUPPLIES BUTANE FUEL/PARKS 000000 6.99 I-A347648 101-4520-425 REPAIRS CORNER BRACE-BATTERY BOX/PARKS 000000 18.97 I-A348311 101-4520-426 HAMMER HANDLES-SHARPIES/PRKS SUPPLIES 000000 25.26 T-A348560 101-4520-426 SUPPLIES (2) 30 IN POLY PUSHER/PARKS 000000 53.98 I-D375589 101-4520-425 REPAIRS WATCH BATTERY-WIRE/PARKS 000000 26.14 101-4520-426 I-a348224 SUPPLIES CANDALABRA - PARKS 000000 3.79 I-d375889 101-4520-426 SUPPLIES 2 IN LARGE ADEHESIVE HOOKS/PKS 000000 2.29 01-3972 MEHLBERG CONSTRUCTION

REPAIRS

CURB AND SIDEWALK/PARKS

000000

510.70

I-CONCRETE 11-20-17 101-4520-425

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 7

PACKET: 04202 COMBINED - 12/5/17

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-3975		NAL CREDIT C			FLOWERS-DON CLYNE FUNERAL/PI		13,13
				DEPARTMENT	520 PARKS	TOTAL:	4,973.24
01-0382	ARLETH LAND	SURVEYING L		**			
		I-1708	101-4640-422	PROFESSIONAL	PLAT RESEARCH	000000	770.00
		I-1717	101-4640-422	PROFESSIONAL	9704-LOTS 39&41 PECK GARDEN	000000	490.00
01-0433	WELLMARK BL	UE CROSS BLU					
		I-12/01/17	101-4640-415	GROUP INSURA	N WELLMARK BLUE CROSS AND BLU	E S 000000	947.52
01-0681	NELSON, ROB	ERT JR.					
		I-111617	101-4640-427	TRAVEL	TRAVEL PAYMENT	000000	22.00
01-3314	CENTURY BUS	INESS PRODUC					
		I-398842	101-4640-428	UTILITIES	SERVICE FOR 10/09-11/08/17	000000	566.21
				DEPARTMENT	640 PLANNING AND ZONING	TOTAL:	2,795.73
				FUND	101 GENERAL FUND	TOTAL:	72,743.32

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 8

PACKET: 04202 COMBINED - 12/5/17

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

TOTAL: 1,932.01

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
=======	==========					=======================================	=======
01-0433	WELLMARK BLU	E CROSS BLU					
		I-12/01/17	206-4550-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE	s 000000	1,459.38
01-0553	MONTANA DAKO	TA UTILITIE					
		I-68250010003NOV17	206-4550-428	UTILITIES	NATURAL GAS10/24-11/20/17-LIE	R 000000	317.70
01-1171	A & B BUSINE	SS SOLUTION					
		I-IN453029	206-4550-426	SUPPLIES	COPIER CONTRACT - LIBRARY	000000	42.34
01-1562	MIDWEST TAPE						
		I-95584938	206-4550-434	BOOKS, MAPS A	DVDs - LIBRARY	000000	45.98
01-1911	EMERY-PRATT	COMPANY					
		I-602406	206-4550-434	BOOKS, MAPS A	BOOKS - LIBRARY	000000	27.98
01-3282	OSBORN, JANE	Т					
		I-111017	206-4550-424	CHILDREN'S PR	REIMBSMT-CHILDREN'S BKS/LIBRA	AR 000000	38.63
				DEPARTMENT 5		TOTAL:	1,932.01
						· • • • • • • • • • • • • • • • • • • •	

FUND 206 LIBRARY FUND

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 9

PACKET: 04202 COMBINED - 12/5/17

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLU						
		I-12/01/17	209-4510-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE	S 000000	511.86
01-0578	TWIN CITY HA	ARDWARE & LU					
		C-D374403	209-4510-426	SUPPLIES	RETURN SHARK VACUUM/REC CENTE	R 000000	99.99-
		I-A346827	209-4510-426	SUPPLIES	(15) FASTENERS/REC CENTER	000000	10.50
		I-A347194	209-4510-426	SUPPLIES	MAGICARD DYE FILM/REC CENTER	000000	94.99
		I-A348554	209-4510-426	SUPPLIES	CONNECTOR-NEMA EASY INST/REC	000000	2.60
		I-D374400	209-4510-426	SUPPLIES	PAINT-PASTEL-TINT-CLEAR/REC C	E 000000	184.95
01-0619	TWILIGHT FIR	RST AID & SA					
		I-21748	209-4510-426	SUPPLIES	OINTMENT-CREAM-IBUPROFEN/REC	000000	48.75
01-1558	ECOLAB PEST	ELIMINATION					
		I-3771156	209-4510-422	PROFESSIONAL	COCKROACH/RODENT PROGRAM/REC	000000	90.00
01-2645	HAWKINS INC						
		I-4181956 RI	209-4510-426	SUPPLIES	DELDRUM-AZONE-ACID-CRY CLR/RE	C 000000	1,016.17
01-3462	BSN SPORTS						
		I-900888076	209-4510-426	SUPPLIES	(12) GAME BASKETBALLS/REC	000000	420.00
01-3506	ALSCO						
		I-LCAS1165807	209-4510-426	SUPPLIES	MATS/REC CENTER	000000	132.00
01-3648	NETWORK SERV	ICES COMPAN					
		I-429207-0	209-4510-426	SUPPLIES	SHAMPOO-TISSUE-TOWELS-SANI/RE	C 000000	325.64
		I-429208-0	209-4510-426	SUPPLIES	TOWELS-FACIAL TISSUE-GARB/REC	000000	175.29
01~3975	FIRST NATION	IAL CREDIT C					
		I-11-24-17 CC TRIDLE	209-4510-426	SUPPLIES	COFFEE- VACUUM/REC CENTER	000000	247.91
				DEPARTMENT 5	10 REC CENTER	TOTAL:	3,160.67
01-0043	TRINITY UNIT						
		I-DECORATIONS 2017	209-4980-429	OTHER	WREATHS-GARLAND	000000	1,618.00
01-0435	HISTORIC HOM	ESTAKE OPER					
		I-210	209-4980-429	OTHER	TREE FOR FESTIVAL OF TREES	000000	125.00
				перартмемт с	980 SPECIAL EVENTS	TOTAL:	1,743.00
•							2,,23.00
				FUND 2	009 BED & BOOZE FUND	TOTAL:	4,903.67

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 10

PACKET: 04202 COMBINED - 12/5/17

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475		AMBER & VISI I-111617	215-4572-210	VISITOR MGMT HPC MARKETING 10/11-11/14/1		17,473.35
01-4265	QUILL & SCR	OLL WRITING I-12117	215-4572-235	VISITOR MGMT NORTHER HILL RECREATION ASSO	OCI 000000	400.00
				DEPARTMENT 572 HP VISITOR MGMT AND INFO	ORTOTAL:	17,873.35
01-0451	RUNGE, MIKE					
		I-111517	215-4573-335	HIST. INTERP. REIMBURSMENT FOR CITY ARCHIV	/ES 000000	258.84
01-1191	UMENTHUM, K	EITH				
		I-588105	215-4573-335	HIST. INTERP. BRICK BOX	000000	35.00
01-1890	ADAMS MUSEU	M & HOUSE, I				
		I-112117	215-4573-305	HIST. INTERP. GENERAL OPERATING	000000	123,000.00
01-2425	CAMPBELL, R	OBERT				
		I-111617	215-4573-335	HIST. INTERP. INTERVIEWS/TRANSCRIPTS/INDIC	DES 000000	2,025.00
01-3597	LEAD DEADWO	OD ARTS CENT				
		I-148	215-4573-335	HIST. INTERP. GRAVESTONE RUBBING	000000	130.00
01-4230	RUSHMORE OF	FICE				
		1-083562	215-4573-335	HIST. INTERP. FOAM BOARD	000000	194.75
				DEPARTMENT 573 HP HISTORIC INTERPRETAT		125,643.59
01-0563	RCS CONSTRU					
		I-#01	215-4575-515	GRANT/LOAN RE PAY APP 1 53 LINCOLN RW	000000	81,891.24
				DEPARTMENT 575 HP DEADWOOD GRANT AND LO	DATOTAL:	81,891.24
01-4264	SCHMITZ, JO	E				
		I-111617	215-4576-630	PROFES. SERV. STAGE RUN IMPROVEMENT	000000	921.14
				DEPARTMENT 576 HP PROFESSIONAL SERVICES		921.14
01-0841	TSP, INC.					
		I-0052866	215-4577-735	CAPITAL ASSET RODEO GROUNDS CONSTRUCTION I	DOC 000000	1,296.00
		I-0052867	215-4577-735	CAPITAL ASSET TRAVEL REIMBURSMENT & COPIES	3 000000	140.75
01-1148	KNECHT HOME	CENTER, INC				
		I-1168399	215-4577-735	CAPITAL ASSET 1X6-12' CEDAR - RODEO GROUNI	OS 000000	195.80

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 11

PACKET: 04202 COMBINED - 12/5/17

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1370		TECHNOLOGY,				:======================================
		I-21720	215-4577-730	CAPITAL ASSET CONSTRUCTION LABOR	000000	7,604.00
		I-21720	215-4577-725	CAPITAL ASSET CONSTRUCTION LABOR	000000	6,258.00
		I-21720	215-4577-715	CAPITAL ASSET CONSTRUCTION LABOR	000000	7,604.00
		I-21720	215-4577-705	CAPITAL ASSET CONSTRUCTION LABOR	000000	7,604.00
01-1436	CITY OF LEA	AD				
		I-111617	215-4577-775-03	CIP-WAYFINDIN PLUMA TRESTLE SIGN	000000	17,258.70
01-1488	O'CONNOR CO	YNAGMC				
		I-525770	215-4577-775	CAPITAL ASSET STEAM CYLINDER	000000	761.00
01-3060	QUIK SIGNS					
		I-21968	215-4577-735	CAPITAL ASSET 4 TICKET BUILDING WINDOW	SIGNS 000000	743.33
01-3744	EB COMMUNIC	CATIONS, LLC				
		I-10009	215-4577-700	CAPITAL ASSET CONFERENCE PHONE INSTALL	ATION 000000	665.00
01-4191	ROBLEY, GRI	EG				
		I-000009	215-4577-735	CAPITAL ASSET STAINING - RODEO GROUNDS	000000	1,600.00
01-4263	BIG RED COM	NSTRUCTION, I				
		I-495	215-4577-775-03	CIP-WAYFINDIN WAYFINDING PHASE III	000000	35,678.64
				DEPARTMENT 577 HP FIXED CAPITAL ASS	ETS OTOTAL:	87,409.22
01-0340	MIDCONTINE	NT COMMUNICAT				
		I-7047175029055	215-4641-428	UTILITIES SERVICE 11/01-11/30/17	000000	65.00
01-0433	WELLMARK BI	LUE CROSS BLU				
		I-12/01/17	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND	BLUE S 000000	4,501.86
01-0600	TRIPLE K T	IRE & REPAIR				
		I-1-50515	215-4641-425	REPAIRS TIRES & WIPERS - DURANGO	000000	320.98
				DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL:	4,887.84
				DIRIN 015 UVOMODIO DEDGEDUI		

FUND 215 HISTORIC PRESERVATION TOTAL: 318,626.38

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 12

PACKET: 04202 COMBINED - 12/5/17

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-4228	BIALAS, KURT		216-1310		WORK DONE 24 RAYMOND	000000	5,000.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	5,000.00
01-1496	LAWRENCE CO.	REGISTER O					
		I-1111-2	216-4653-960	CLOSING CO	CLOSING COST JOHNSON	000000	60.00
		I-2222-2	216-4653-960	CLOSING CO	CLOSING COST OLSON	000000	60.00
		I-3333-2	216-4653-960	CLOSING CO	SATIS OF MORTG GORZALKA	000000	60.00
		I-3333-3	216-4653-960	CLOSING CO	RECORD MORTGAGE GORZALKA	000000	60.00
		I-4444-2	216-4653-960	CLOSING CO	RECORDING FEE BIALAS	000000	30.00
01-2382	CONOVER, MIC	HAEL					
		I-11817	216-4653-962-03	WINDOWS GRANT	WINDOWS/DOORS - 45 TAYLOR	000000	8,655.62
01-3943	BLACKBURN BA	SEMENT SYST					
		I-7499	216-4653-962-08	FOUNDATION GR	FOUNDATION - 408 WILLIAMS	000000	10,000.00
01-4025	PONTIUS, JAM	ES					
		I-112017	216-4653-962-03	WINDOWS GRANT	WINDOWS & SIDING - 118 CHARLE	S 000000	575.10
		I-112017	216-4653-962-04	SIDING GRANT	WINDOWS & SIDING - 118 CHARLE	S 000000	479.25
01-4086	TWIN CITY HA	RDWARE - GR					
		I-A347394	216-4653-962-03	WINDOWS GRANT	WINDOWS/DOORS - 405 WILLIAMS	000000	184.22
01-4214	WARREN WINDO	W & SUPPLY					
		I-31090	216-4653-962-03	WINDOWS GRANT	WINDOWS - 107 FOREST	000000	3,829.27
01-4228	BIALAS, KURT	AND DAWN					
		I-10522	216-4653-962-04	SIDING GRANT	SIDING - 24 RAYMOND	000000	4,716.96
				DEPARTMENT 6	53 REVOLVING LOAN	TOTAL:	28,710.42
				FUND 2	16 REVOLVING LOAN	TOTAL:	33,710.42

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 13 PACKET: 04202 COMBINED - 12/5/17

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME		G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0433 WELLMARK BLUE CROSS BLU							
01-0433	WEDDIAKK BOO	I-12/01/17	602-4330-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE	s 000000	3,312.17
01-0578	TWIN CITY HA	RDWARE & LU					
		I-A347044	602-4330-426	SUPPLIES	(4) SWIVEL CASTERS POLY/WATER	000000	15.96
		I-A347875	602-4330-426	SUPPLIES	AAA ALKALINE BATTERY/WATER	000000	7.99
		I-A348204	602-4330-425	REPAIRS	THREADED BALL VALVE/WATER	000000	17.79
		I-D374355	602-4330-426	SUPPLIES	GLOVE-ELECTRICAL TAPE/WATER	000000	11.77
		I-D375856	602-4330-425	REPAIRS	THREADED BALL VALVE/WATER	000000	17.49
01-0828	USA BLUEBOOK						
		I-415010	602-4330-426	SUPPLIES	CHLORINE TEST STRIPS/WATER	000000	54.68
01-1333	DEADWOOD ELE	CTRIC					
		I-21571	602-4330-425	REPAIRS	REPLACE FAULTY BREAKER/STREET	'S 000000	144.62
01-1365	SD PUBLIC HE	ALTH LAB					
		I-10579604	602-4330-422	PROFESSIONAL	COLIFORM TESTING/WATER	000000	30.00
01-3975	FIRST NATION	AL CREDIT C					
		I-11-24-17 CC GREEN	602-4330-426	SUPPLIES	FLOWERS-DON CLYNE FUNERAL/WTR	000000	13.13
				DEPARTMENT 3	30 WATER	TOTAL:	3,625.60
~					~ 	***	
				FUND 6	02 WATER FUND	TOTAL:	3,625.60

12/01/2017 8:50 AM REGULAR DEPARTMENT PAYMENT REGISTER PAGE: 14

PACKET: 04202 COMBINED - 12/5/17

VENDOR SET: 01

FUND : 607 MT MORIAH CEMETERY OPERAT

DEPARTMENT: 580 · MT. MORIAH

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	1	CHECK#	AMOUNT
=======	=======================================		=======================================	=======================================				=======
01-3838	VAST BROADBA	ND						
		I-PHONE 11-16-17 MM	607-4580-428	UTILITIES	TELEPHONE	11/20-12/19/17/MT N	10 000000	40.87
		I-PHONE 11-16-17 MTM	607-4580-428	UTILITIES	TELEPHONE	11/20-12/19/17/MT N	10 000000	40.87
				DEPARTMENT 5	80 MT. M	DRIAH	TOTAL:	81.74

FUND 607 MT MORIAH CEMETERY OPERATTOTAL: 81.74

REGULAR DEPARTMENT PAYMENT REGISTER PAGE: 15

BANK: FNBAP

REPORT GRAND TOTAL:

440,768.76

PACKET: 04202 COMBINED - 12/5/17

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION DEPARTMENT: 360 PARKING/TRANSPORTATION

BUDGET TO USE:

CB-CURRENT BUDGET

VENDOR NAME ITEM # G/L ACCOUNT NAME DESCRIPTION CHECK# AMOUNT 01-0433 WELLMARK BLUE CROSS BLU I-12/01/17 610-4360-415 GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S 000000 3,491.90 01-0578 TWIN CITY HARDWARE & LU C-D375183 610-4360-425 REPAIRS CR FOR WRONG PADLOCK - P&T 000000 5.00-PADLOCK - P&T I-D375181 610-4360-425 REPAIRS 000000 14.99 01-1003 VERIZON WIRELESS I-9796170641 610-4360-424 RENTALS PHONE SERVICE - METERS - P&T 000000 40.01 01-3712 PASSPORT PARKING, INC. I-17101-164 610-4360-422 PROFESSIONAL OCT MOBILE PAY - METERS 000000 72.75 DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL: 3.614.65 ______ 01-0433 WELLMARK BLUE CROSS BLU I-12/01/17 GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S 000000 610-4361-415 1.023.14 01-0578 TWIN CITY HARDWARE & LU I-A347009 610-4361-426 SUPPLIES MOPHEAD - TROLLEY 000000 19.77 SUPPLIES COUNTER, MSG. BOOK - TROLLEY I-A347109 610-4361-426 000000 57.46 I-A347145 610-4361-426 SUPPLIES TEXTURE, PLASTER - TROLLEY 000000 17.98 SUPPLIES BLEACH - TROLLEY I-A347425 610-4361-426 000000 2.49 CHAIN - TROLLEY I-A347507 610-4361-426 SUPPLIES 000000 12.25 UTIL.BOXES, CONNECTOR - TROLLEY 000000 I-A347966 610-4361-426 SUPPLIES 5.86 I-D375574 610-4361-426 SUPPLIES AA & 1.5 BATTERIES - FIRE DEPT 000000 37.93 01-1410 WESTERN COMMUNICATIONS, I-17-725583 610-4361-426 SUPPLIES ANTENNAS & MOUNTS - TROLLEY 000000 82.05 01-1626 SERVALL UNIFORM AND LIN I-2673121 PROFESSIONAL TOWELS & MATS - TROLLEY 610-4361-422 000000 68.07 1-2676145 610-4361-422 PROFESSIONAL TOWELS & MATS - TROLLEY 000000 58.48 DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL: 1,385.48 01-3838 VAST BROADBAND I-PHONE 11-16-17 RAM 610-4362-428 UTILITIES TELEPHONE 11/20-12/19/17/RAMP 000000 145.49 DEPARTMENT 362 MAIN STREET RAMP TOTAL: 145.49 FUND 610 PARKING/TRANSPORTATION TOTAL: 5,145.62

Deadwood Event Center Ticketing System



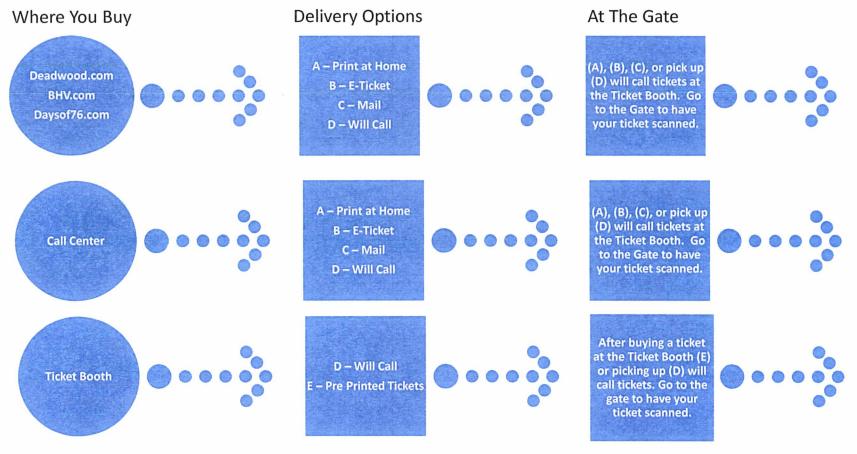


Key Features of the Ticketing Software

- Full Accountability of Tickets
- Robust reporting
- Ability to access all of our ticket sales in one place
- Printed and E tickets are barcoded
- Easily exports sales data and configured to use Google Analytics
- Private label integration with existing web sites
- Interactive maps for seat selection
- Supports an unlimited number of venues
- Customer Relationship Management to communicate with first time or repeat customers
- Offers surveys, social media, QR codes, limited time promotions, season ticket renewal orders and eblasts
- Call Center, Online & Ticket Booth sell out of the same pool of inventory at the same time
- Existing ticketing database can be imported into the new ticketing system

Ticket Flow

Customer-friendly ticketing is a key feature of the system. The same pool of tickets can be sold from the Call Center, On-line from multiple sites including Facebook, mobile device, tablet or desktop and at the Ticket booth...all at the same time. Customers can print their tickets at home, use the e-ticket function on their phone, pick up their ticket at will call or request that they be mailed. The scanners make it easy for guests to go directly to the gate without stopping at the ticket booth.



Ticket Booth Equipment Used

- (3) Apple iPad 4 Tablets
- (3) Infinea Tab 4 Barcode Scanners and Card Swipes
- (3) iPad Stands
- (1) Boca Printer



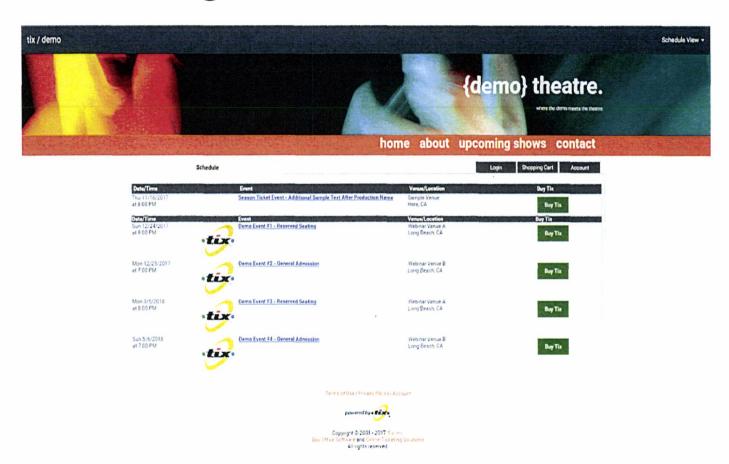


Gate Equipment Used

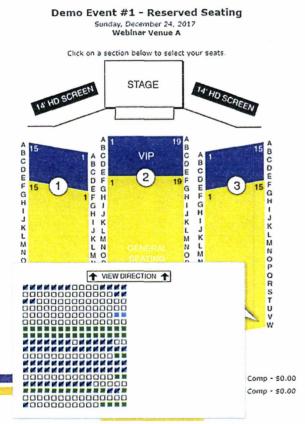
- (4) iPod Touch 6
- (4) Linea Pro 5 Barcode scanners and Card swipes



Online Event Page - Multiple events can be purchased from one site



Reserved Seat Map – Easy Seat Selection



- One of the best enhancements with our software is the ability to pick seats directly from a map
- The map clearly shows what seats are available and their proximity to the main event
- The software supports a combination of reserved and general admission seating
- Seating charts will be programmed for each event

Marketing Tools



Terms of Use | Privacy Policy | Account

Our software features marketing tools that will help us keep Deadwood's customers engaged!

- Tickets can be sold on Facebook with our ticketing plug- in pictured here
- Other marketing tactics include surveys, social media campaigns, e-blasts and QR codes added to printed pieces and e-blast

Proposal

Black Hills Vacations respectfully requests that we serve as the City of Deadwood's official Ticketing Management Company for events held at the Deadwood Event Center in the amount of \$10,000 with option to review annually.

Serving as your ticketing management company we will:

- Contract with Tix.com, a state of the art, cloud-based ticketing software
- Provide the ticket booth and gate equipment outlined in this proposal
- Manage the ticketing set up, seat design & inventory distribution to branded web sites
- Oversee the actual event to insure that the ticketing systems are operational and that the event organizers are trained on the system
- Work with event organizers to insure that proper controls are in place and that appropriate fees and taxes are collected
- Insure that ticketed events are available for sale on-line 24/7 and in the Call Center at Black Hills Vacations 7 days per week
- Provide inventory controls, financial accountability and reports

No	Approved - Disapproved by City or Township Board Dated 20 Chairman City or Twp. Board Approved by authority of Subdivision of SDC 57.0801. Dated ,20 Chairman County Board. Rejected: Reasons: Chairman County Board. Applicant advised of action by notice dated		DESCRIPTION OF PROPERTY YEAR VALUATION VALUATION TAX AMIL OF ABAJE ASKED	Subscribed and sworn to before me this ST day of Oday	the amount of state tax if any, the amount of the consolidated tax, and the amount of abatement or refu asked for are as set out in the schedule hereto attached. Wherefore, applicant asks said board of county commissioners to grant the relief required by law in made and provided. P. O. Address P. O. Address
	County Auditor.		ABATEMENT OR REFUND D ALLOWED	20	w in such cases

pplication for	Abatement or Refund of Taxes (Tax Commission Form 1-17) 10-18-4 Matchell 7 colors (Commission Form 1-17) Matchell 7 colors (Commission Form 1-17) 10-18-4
	APPLICATION FOR ABATEMENT OR REFUND OF TAXES
OTHE BOA	RD OF COUNTY COMMISSIONERS OF LAWRENCE COUNTY OTA:
ounty of	TATE OF SOUTH DAKOTA, LAWRENCE 85.
ocky	Waters 3 LP being first duly sworm deposes
ad says the	the has ground for abatement or refund of taxes under the provisions of SDC 57.0801 as
dicated by	an "x" opposite the following applicable provisions of such statute or as otherwise stated:
	1. When an error has been made in any identifying entry or description of the property, in entering the
	valuation thereof or in the extension of the tax, to the injury of the complainant;
Ø	 When improvements on any real property were considered or included in the valuation thereof, which did not exist thereon at the time fixed by law for making the assessment;
	3. When the complainant or the property is exempt from the tax;
	마시크 (1984년 - 1984년 - 1 1987년 - 1984년
	4. When the complainant had no taxable interest in the property assessed against him at the time fixed by law for making the assessment;
	5. When taxes have been erroneously paid or error made in noting payments or issuing receipt therefor:
	. 보고 하는 경기 등에 가장 되었다. 그는 사람들이 되는 것이 되었다. 그런 그런 그는 것이 되었다. - 프로그램 프로그램은 이 이 사람들이 아르지 않는 것이 되었다. 이 아이를 보고 있는 것이다.
	6. When the same property has been assessed against the complainant more than once in the same year, and the complainant produces satisfactory evidence that the tax thereon for such year has been paid; provided that no tax shall be abated on any real property which has been sold for taxes, while a tax certificate is outstanding.
30900	1-00735-010-ZD
വലാ വ	construction affacted to wrong porcel
2017	assessed volue - \$ 763,610
	Foctored - \$ 247,793
17	nonth abotement - \$ 247,793
1 <u> </u>	WAN GOGENENT - CAT 111)
化二氯化物 化二氯	
7 m	toxes payable 2018 2017 Fector 940

COMBINED VOTING AGREEMENT

12-4-17 6C

April 10, 2018

It is agreed this	day of	, 2017 by and between the Lead-
Deadwood School Dist	trict #40-1, the City o	f Central City, the City of Deadwood, the
City of Lead, the City	of Whitewood, the L	ead-Deadwood Sanitary District and the
Lead Fire Protection I	District as follows:	-

PURPOSE:

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

PUBLICATION OF NOTICES;

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

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

COST SHARING:

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

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

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

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

The rate of pay of reimbursement shall be at the rate of One Hundred Forty-Three Dollars (\$143.00) per day for Judges and Clerks and One Hundred Sixty-Eight Dollars (\$168.00) per day for the Superintendent. Should circumstances beyond

COMBINED VOTING AGREEMENT

April 10, 2018

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

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

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

JUDGES:

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

POLL BOOKS:

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

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

CANVASSING THE VOTE:

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

ABSENTEE BALLOTS:

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

ELECTION SUPPLIES, PROCEDURES, ETC:

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

COMBINED VOTING AGREEMENT

April 10, 2018

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

	LEAD-DEADWOOD SCHOOL DISTRICT #40-1
	By:
Attest:	Its:
	CITY OF CENTRAL CITY
	By:
Attest:	Its:
	CITY OF DEADWOOD
	By:
Attest:	Its:
	CITY OF LEAD
	By:
Attest:	Its:
	CITY OF WHTEWOOD
	By:
A ttoate	Its:
Attest:	

COMBINED VOTING AGREEMENT

April 10, 2018

	Rv.
Attest:	By:
	LEAD FIRE PROTECTION DISTRICT
	Ву:
Attest:	Its:

12-4-17 6D

TO:

MAYOR TURBIVILLE AND CITY COMMISSION

FROM:

MARY JO NELSON MUL

SUBJECT:

TRUSTEE FEES

DATE:

DECEMBER 2, 2017

We agreed to these fees in original 1990 bond transcript, but I wanted to make payment to First National part of the official record, due to the dollar amount. We pay the trustee fees for the following reasons:

- Makes our bonds more marketable, because many investors will not purchase without a trustee
- First National's first priority is to protect the bond holders, and bond holders are aware of this relationship when they buy bonds
- Our bonds are rated, and our rating may be lowered if we do not have a trustee. Lower rating means higher interest rate paid.
- Insure the City of Deadwood remains in compliance as far as continuing disclosure, reserve requirements, and mandatory redemptions are done in a timely fashion to reduce risk of legal challenges
- Insure bond holders are paid accurately and on time, through a trust company

Stop by my office if you have any additional questions.



12-4-17 6D

City of Deadwood Finance Officer 102 Sherman Street Deadwood SD 57732-1309

11/27/2017

Re: \$8,950,000 C	ity of Deadwood, Sout	th Dakota Certificate of Participation Series	2015
Activity Fee Char			
Truste	ee Fee - \$450/ Per Mil	lion of bonds outstanding	
		7,250,000	\$3,262.50
		A second Day	40.000.00
		Amount Due	\$3,262.50
Minimum Fee	\$2,500.00		
			4

Please include this invoice with your check. If you have any questions, please contact

the Corporate Trust Department at (800) 553-7073 or (605) 357-7667

Thank you for doing business with The First National Bank in Sioux Falls.

猵



12-4-17

City of Deadwood **Finance Officer** 102 Sherman Street Deadwood SD 57732-1309

11/27/2017

Re: \$7,375,000 City of Deadwood, South Dakota Refunding Certificate of Participation Series 2012		
Activity Fee Charges		
Trustee Fee - \$450/ Per N	Aillion of bonds outstanding	
	3,450,000	\$1,552.50
	Amount Due	\$2,500.00
		

Please include this invoice with your check. If you have any questions, please contact the Corporate Trust Department at (800) 553-7073 or (605) 357-7667

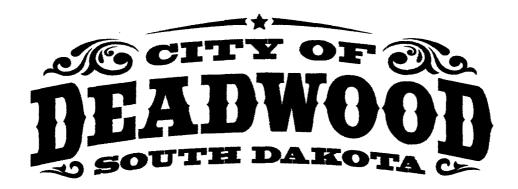
Thank you for doing business with The First National Bank in Sioux Falls.

\$2,500.00

10942 /81-3193-393

Minimum Fee





Event Complex Rental and Use Agreement

Event: L-O Girls Softball Tournament

Date: 6-22 to 6-24, 2018

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

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



Outdoor Event Complex Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

ON MINE SUPPRISON COMMUNICATION CONTRACTORS AS SUBMINIST CONTRACTOR OF SPECIAL PROPERTY OF STREET AND STREET CONTRACTORS OF STREET	i de constante de la constante e e e	to season the season of the	мацияльного придуктующих интернациального принципального принципал
Event Name: Lead · Deudu	Uee	d Girls Sattball	Tournament
Contact Information:			
Name of Applicant: L-D ⁣	ls ·	Softhell Assn	John Rystrom
Business/Organization:			•
Mailing Address: 628 H	ur s	t Ave	
City, State Zip: Lead, 5	1	57754	
Business Phone: 605 - 920 -	100	Cell Phone: 60	25-920-1001
Email Address: jrystrom 2	sp	e. midco.net	
Dates Event Complex requested:	-		
Set up Date(s): 6/22/15	<u>`</u>	Hour(s):	8am - 10pm
Set up Date(s): 6/22/15 Event Date(s): 6/22,23	,2	4 2018 Hour(s):	8am - 10pm
Clean-up Date(s): 6/24/2	017	Hour(s):	4pm-10pm
Approximate number of people who w			
			Office use Only
I am applying to use the:		Ticket Booth	Key#
(Please check property requested)		Main Grandstand Concession	Key#
		Crow's Nest	Key#
		Main Grandstand Restrooms	Key#
		, VIP Grandstand	Key#
	A	Baseball Field(s)	Key#
	M	Baseball Field Restrooms	Key #
		Arena and Corral Areas	
		Venue Seating	
	74	Parking Lots	

Deadwood Event Complex Rental and Use Agreement

Rental Fees:			
	Event Complex Facilities	Parking Lots	Baseball Fields
Deiterate	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
Private	\$300 / Day	\$200 / Day	\$100 / Day
Al D 614	\$30 / Hr.	\$25 / Hr.	No charge
Non Profit	\$250 / Day	\$150 / Day	No charge
Fan Duadit	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
For Profit	\$500 / Day	\$500 / Day	\$300 / Day
Government Agencies	No charge	No charge	No charge
	_		
ees	delines for cancellation and R	Refundable Deposits	
vent Complex Facilities	\$	Key Deposit \$	
Turne Compress Lacinities	\$ Cleaning/Damage Deposit \$ 500-		
arking Lots	\$ Cleaning/Da	mage Denosit S 🔽 🔊	0-
_	\$Cleaning/Da	nmage Deposit \$ 50	0-
aseball Fields	\$ <u>M</u> L	amage Deposit \$ 50	
Parking Lots Baseball Fields Potal Fees Please write separate c	\$ <u>M</u> L	otal Deposits \$ <u>5 0</u>	0-
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aseball Fields otal Fees lease write separate contraction:	\$ //c \$ / To hecks to the City of Deadw Girls Sofball A	otal Deposits \$ <u>50</u> Wood (one check for event	and one check for deposits

City Representative: ______ Title: _____

Signature: _____ Date: _____

OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street

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



Kevin Kuchenbecker Historic Preservation Officer

Telephone (605) 578-2082 kevin@cityofdeadwood.com

2-4-17 6 H

MEMORANDUM

Date:

December 1, 2017

To:

Deadwood City Commission

From:

Kevin Kuchenbecker, Historic Preservation Officer

Re:

Community Planning Assistance for Wildfire (CPAW) Grant Acceptance

The City of Deadwood has been selected as one of eight new communities from across the country to receive technical assistance in 2018 under a national program that helps reduce the impacts from wildfires. As more cities and counties across the country experience devastating wildfires, the Community Planning Assistance for Wildfire (CPAW) program offers much-needed support at the local level. Through CPAW, Deadwood will collaborate with a team of consultants, including land use planners, foresters, and risk mapping experts, to help communities identify and implement local planning measures, such as improved policies to reduce wildfire risk to future development.

CPAW was founded by <u>Wildfire Planning International</u> and <u>Headwaters Economics</u>, and is funded through a cooperative agreement with the U.S. Forest Service and private foundations. Deadwood is in an excellent position to benefit from CPAW due to the community's wildfire risk, anticipated planning updates, and strong leadership support for this opportunity. CPAW provides the assistance needed to help achieve a positive outcome. Good land use planning is not about telling people where to build. It's about respecting private property while making safer, smarter community development decisions to avoid future wildfire disasters. Through examining and sharing best practices from other cities and counties, communities can also learn about what successful land use planning for wildfire looks like in practice.

As wildfires in the U.S. increasingly burn more acres, last longer, and cause damage to communities, CPAW is an opportunity to help communities reverse these trends through better land use planning. More information is available at: planningforwildfire.org.

The Historic Preservation Commission reviewed this request at their November 21, 2017 and recommend acceptance into the CPAW Grant Program for 2017 and 2018.

Motion

Move to approve the acceptance into the CPAW grant program for 2017 and 2018.

YOU ARE INVITED TO ATTEND



Land Use Planning & Wildfire Forum

Creating fire-adapted communities through better land use planning

January 24-25, 2018 | St. Julien Hotel, Boulder, CO

Headwaters Economics requests your presence at our upcoming Land Use Planning & Wildfire Forum

The objectives of this event are:

- Network Building: Help establish a coalition of professionals who can learn from each other's expertise.
- Knowledge Sharing: Provide the best available science and best practices for land use planning to reduce community wildfire risk.
- Tools and Resources: Provide land use planners and fire personnel with information they can use to reduce wildfire risk in their communities.



For more information and to RSVP, please contact

Kimiko Barrett: 406-224-1837 (kimi@headwaterseconomics.org) or

Kelly Pohl: 406-599-7841 (kelly@headwaterseconomics.org)



This invitation is non-transferable. Travel expenses paid by Headwaters Economics.

Helping Communities Better Plan the Wildland-Urban Interface | www.planningforwildfire.org

Land Use Planning & Wildfire Forum January 24-25, 2018 | St. Julien Hotel, Boulder CO

Agenda At-A-Glance

Tuesday, Ja	anuary 23
6:30 PM	Join us for an informal gathering at the Walnut Brewery (1123 Walnut St.)
Wednesday	, January 24
7:30 AM	Breakfast buffet
8:30 AM	Welcome, introductions, & overview of CPAW program Interactive Exercise: Network building Presentation: Snapshot of 2017 CPAW Communities
10:30 AM	Break
10:45 PM	Interactive Exercise: Identifying barriers/opportunities Presentation: Wildfire risk modeling in CPAW Communities
12:30 PM	Lunch
1:30 PM	Interactive Exercise: Meeting your CPAW community counterpart Presentation: How much does it cost to build an ignition-resistant home?
3:15 PM	Break
3:30 PM	Presentation: What are the true costs of a wildfire for a community?
5:30 PM	Reception at St. Julien Hotel
Thursday, J	January 25
7:30 AM	Breakfast buffet
8:30 AM	Welcome and overview of wildfire politics and administration The WUI Code – What is it and what communities are using it?
10:15 AM	Break
10:30 AM	Interactive Exercise: Take-home tools to engage your community
12:00 PM	Adjourn (sack lunches provided)



For more information, please contact

Kimiko Barrett: 406-224-1837 (kimi@headwaterseconomics.org) Kelly Pohl: 406-599-7841 (kelly@headwaterseconomics.org)



OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION

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



Kevin Kuchenbecker Historic Preservation Officer

Telephone (605) 578-2082 kevin@cityofdeadwood.com

12-4-17 6I

MEMORANDUM

Date:

December 1, 2017

To:

Deadwood City Commission

From:

Kevin Kuchenbecker, Historic Preservation Officer

Re:

Deadwood History Inc. - Adams Museum Sign

The Deadwood Historic Preservation Commission received a request from Deadwood History Inc. to seek financial support in purchasing a sign for the Adams Museum. The existing sign is not effective and is showing its age.

The sign will be a 39" x 60" double-sided outdoor sign at the corner of Sherman Street and Deadwood Street in front of the city owned Adams Museum. Tim Peterson with Flat Earth Art Company will create and install the sign at a cost of \$7,995.00.

The Historic Preservation Commission reviewed this request at their November 21, 2017 meeting and recommend to the City Commission approval to purchase the sign and fund half of the sign project in the amount of \$3,997.50.

MOTION:

Move to approve the request from Deadwood History Inc to purchase the Adams Museum Sign and fund half of the sign project in the amount of \$3,997.50.





Administrative Offices P.O. Box 252 Deadwood, SD 57732 605-722-4800

TO: Deadwood Historic Preservation Commission Members

FROM: Deadwood History, Inc.

Carolyn Weber, Executive Director

RE: Adams Museum Sign

DATE: November 15, 2017

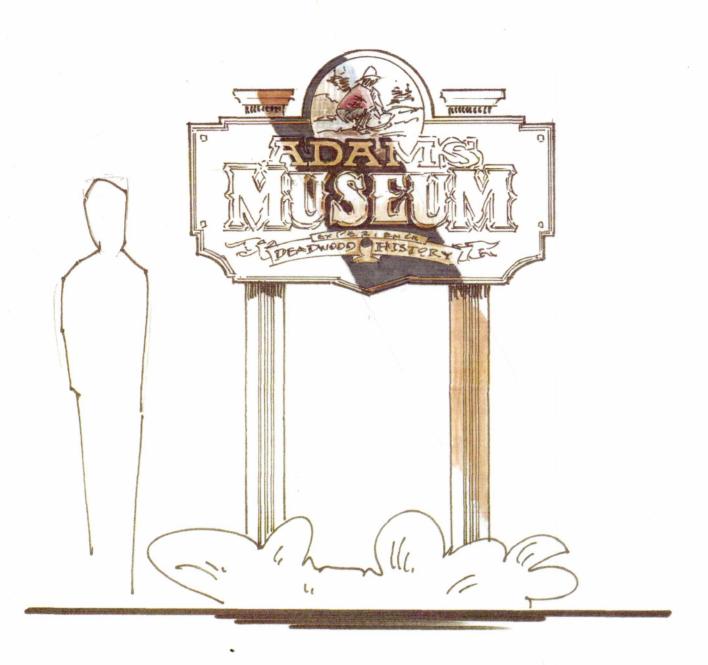
Deadwood History, Inc. is requesting the Deadwood Historic Preservation Commission to consider funding the creation and installation of a 39" x 60" double-sided outdoor sign at the corners of Sherman and Deadwood Streets in front of the city owned Adams Museum building. The colorful sign will be created by area artist Tim Peterson with Flat Earth Art Company at a cost of \$7,995.

The existing Adams Museum sign is not effective and is showing its age. As with all of Peterson's artwork found throughout Deadwood, the sign will be colorful, attractive, and prominent. A main feature of the sign will be a gold miner panning for his fortune, representing the discovery and founding of Deadwood. The new sign will well represent the spirit of Deadwood's history. This project will continue to enhance the visual appearance of the National Historic Landmark which is evident in the wayfinding signage, recent trestle sign, and banners.

The proposed sign will promote awareness and attendance at one of the City's, and the Black Hill's, finest history museums. The Adams Museum is home to some of the area's greatest treasures, including Potato Creek Johnny's gold nugget, beloved American illustrator N.C. Wyeth's drawing of Western legend Wild Bill Hickok, the mysterious Thoen Stone record of the Ezra Kind party's discovery in the 1830s, the Homestake Gold Mine's first locomotive, and a one-of-a kind plesiosaur (marine reptile).

This project has been reviewed by the Zoning Administrator and Building Inspector and it is allowed within the existing Deadwood Codified Ordinances and does not require approval from the Planning and Zoning Commission. Furthermore, we have collaborated with the Historic Preservation Office in determining appropriateness of content and messaging on the sign.

Deadwood History, Inc. is requesting financial support to bring greater awareness to the extraordinary history of Deadwood as told through entertaining, educational, and inspiring exhibits at the Adams Museum. Thank you for your consideration of this matter.



Designed exclusively for:

DEAD WEDD HISTORY - CAROLYN Date:

11/3/17

Address:

54 SHERMW ST, Phone:

578-1714 (MUS.)



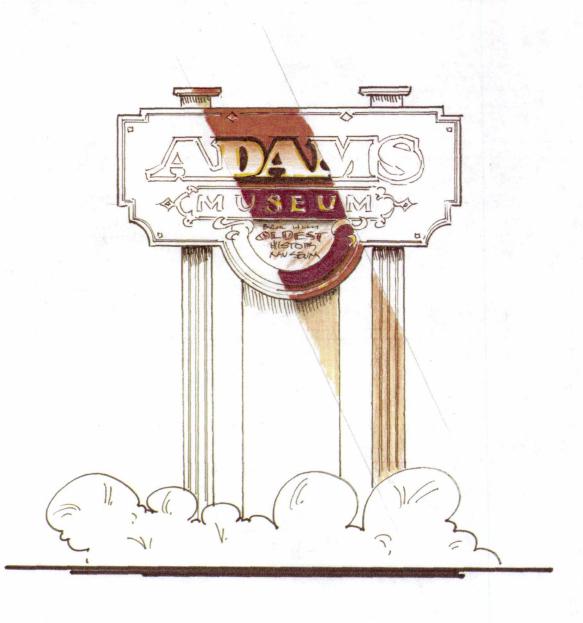
Tim Peterson

3123 E. FAIRGROUNDS LOOP STE. C SPEARFISH, SD 57783

(605) 642-5794

50% DEPOSIT REQUIRED ON ALL WORK. BALANCE DUE ON COMPLETION.

This design is the property of the designer, and may not be reproduced in any manner without written permission.



Designed exclusively for:

DEADWOOD HISTORY - CAROLYN

Date: 9/2/16

Address:

54 SHARMAN St. DEADWOOD

Phone:

122-4800



Tim Peterson

3123 E. FAIRGROUNDS LOOP STE. C SPEARFISH, SD 57783

(605) 642-5794

50% DEPOSIT REQUIRED ON ALL WORK. BALANCE DUE ON COMPLETION.

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Kevin Kuchenbecker

From:

Carolyn Weber <carolyn@deadwoodhistory.com>

Sent:

Thursday, July 27, 2017 8:50 AM

To:

Kevin Kuchenbecker

Subject:

Fwd: revised Adams estimate/artwork

Attachments:

Scan Adams II.pdf

Here you go.

----- Forwarded message -----

From: Carolyn Weber < carolyn@deadwoodhistory.com>

Date: Tue, Sep 6, 2016 at 10:47 AM

Subject: Fwd: revised Adams estimate/artwork

To: Kevin Kuchenbecker < kevin@cityofdeadwood.com >

Kevin,

Attached is Tim's revised Adams Museum sign. Personally, I really like it. I think it is a classic design and matches the architecture of the building. Not sure what I think about the "Black Hills Oldest History Museum" vs. "Established 1930." The more I think about "Established 1930", it kind of grows on me.

Carolyn

----- Forwarded message -----

From: <<u>tim@timpetersonstudio.com</u>>
Date: Sun, Sep 4, 2016 at 6:25 PM

Subject: revised Adams estimate/artwork
To: Carolyn@deadwoodhistory.com

Hi, Carolyn,

Attached is the revised artwork for the Adams Museum as per our discussion. The palette I would use on the sign is based on the colors of the building. My sketch is an approximation and is limited to my selection of markers. I feel that "Black Hills Oldest History Museum" is a bit "wordy" for that limited space and believe that "Established 1930" would be a better fit.

Regarding the size, the existing sign is 30"h x 40"w and the new sign would be 42"h x 54"w.

Sign Specifications:

One double-sided exterior sign 42"h x 54"w

Installed in the same location as existing sign

Main panel, outline panel behind "ADAMS", panel behind museum capsule, bottom half-circles and ribbons of Dibond aluminum

Perimeter border on main panel of variegated gold leaf

All aluminum components clear coated with automotive enamel

ADAMS and museum capsule shape of 1" thick High Density Urethane

ADAMS letters have a chamfered edge in 23k gold leaf and are mounted on black aluminum outline panel

Museum capsule shape domed with epoxy, letters incised carved and gilded in 23k gold leaf

Posts of 5x6 treated timbers. Front elevation fluted

Center column under main panel of cement board

Price: \$6785.00

Includes removal of existing sign Does NOT include any applicable tax or permit

Terms: 50% deposit/balance due on completion

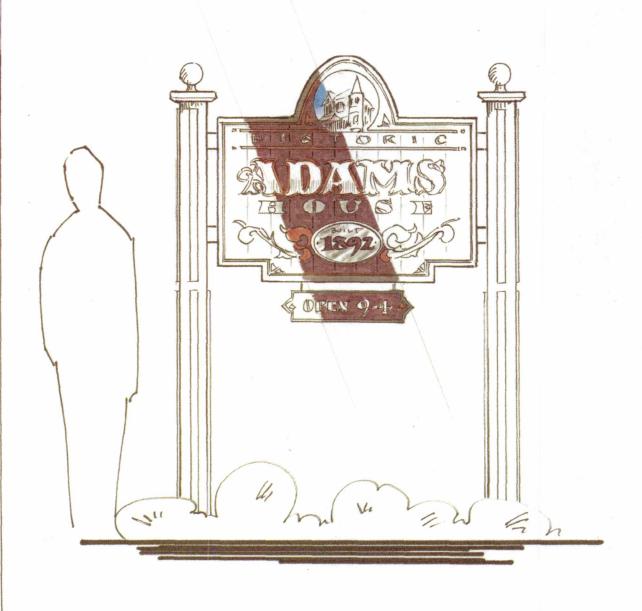
Production time: app. 8 weeks

I will be working in Colorado this coming week, but will have email capabilities in the evening. Thanks, Carolyn!
Tim Peterson
Flat Earth Art Co.
3123 E. Fairgrounds Loop Ste. C
Spearfish, SD 57783

605-642-5794

Carolyn Weber Executive Director Deadwood History, Inc. 150 Sherman Street Deadwood, SD 57732 605-722-4800

Carolyn Weber
Executive Director
Deadwood History, Inc.
150 Sherman Street
Deadwood, SD 57732
605-722-4800



Designed exclusively for:/	Date
DEDWOOD HISTORY - CAROLYN	
Address: (8 2 5 1 ct	Phor

22 VAN DUREN ST.



Tim Peterson

3123 E. FAIRGROUNDS LOOP STE. C SPEARFISH, SD 57783

(605) 642-5794

50% DEPOSIT REQUIRED ON ALL WORK. BALANCE DUE ON COMPLETION.

This design is the property of the designer, and may not be reproduced in any manner without written permission.

Kevin Kuchenbecker

From:

Carolyn Weber <carolyn@deadwoodhistory.com>

Sent:

Thursday, July 27, 2017 8:51 AM

To:

Kevin Kuchenbecker

Subject:

Fwd: Adams House sign estimate/artwork

Attachments:

Scan Adams House 12517.pdf

This is for the Adams House.

From: <tim@timpetersonstudio.com>

Date: Wed, Jan 25, 2017 at 12:21 PM Subject: Adams House sign estimate/artwork

To: Carolyn@deadwoodhistory.com

Hi, Carolyn,

I did a site survey a couple of weeks ago and have a few thoughts about a new sign for the Adams House. The exisitng sign is single sided and installed against the building low to the ground making it hard for visitors to see. I would recommend making the new sign double sided and up at eye level which would make it much more visible. It would be installed perpendicular to the street in the front yard near where the existing sign is now or in the open yard area just to the north of the main house.

Your sign specifications are as follows:

One double-sided sign 42"h x 48"w

Sandblasted High Density Urethane 2" thick (background blasted down leaving raised lettering and graphics) Colors to match house

Copper gilded on borders, finial tops, and filigrees, with epoxy resin applied over perimeter border, horizontal graphic lines and filigrees.

House graphic flat painted

Includes two accessory signs, one with hours, one with "closed for the season" to hang below main sign Installed on two treated timbers in concrete, sign attached with steel brackets

Price: \$8560.00 installed plus any applicable tax

Production time: app. 8 weeks

Terms: 50% deposit/balance due on completion

Thanks for the opportunity to bid on your sign project!
Tim Peterson
Flat Earth Art Co.
3123 E. Fairgrounds Loop Ste. C
Spearfish, SD 57783

605-642-5794

Carolyn Weber Executive Director Deadwood History, Inc. 150 Sherman Street Deadwood, SD 57732 605-722-4800 OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street

Telephone (605) 578-2082

Fax (605) 578-2084



Kevin Kuchenbecker Historic Preservation Officer Telephone (605) 578-2082

Telephone (605) 578-2082 kevin@cityofdeadwood.com

MEMORANDUM

Date:

December 1, 2017

To:

Deadwood City Commission

From:

Kevin Kuchenbecker, Historic Preservation Officer

Re:

Gaylord Brothers Delphi Triton Exhibit Case

The City of Deadwood Archives is requesting permission to purchase a Dephi Triton exhibit display case from Gaylord Brothers. This case features three display drawers, allowing show more of the archaeological collections. The display drawers' measure $35 \times 23 \times 3 \%$ inch and are covered with 1/8" acrylic with security screws to protect the objects inside while ensuring a clear view. The top of the exhibit case features a $20 \times 38 \% \times 24 \%$ inch display case. Please see exhibit #A for specs and proposal.

The City Archives would like to exhibit the five gallon crock jug on loan from Deadwood History, Inc. that was unearthed from the Fairmont Hotel in 1991 by Ron Russo. This crock was one of six that were cemented into the basement of the Fairmont Hotel and once contained illegal alcohol during prohibition. This object would represent one of most significant artifacts from Deadwood's prohibition era (1920 – 1933).

The additional three drawers in this exhibit case would allow city staff to display some of the smaller objects from the City's archaeological collection including the botanical specimens, opium cans, buttons, jewelry, currency, clothing and footwear. Funding for this exhibit case would be taken from the leftover 2017 archival funds.

The Historic Preservation Commission reviewed this request at their November 21, 2017 and recommend purchasing the Delphi Triton Exhibit Case from Gaylord Brothers in the amount of \$7,300.00 to be taken out of 2017 archival funds.

MOTION:

Move to allow the City of Deadwood Archives to purchase the Gaylord Brothers Delphi Triton Exhibit case in the amount not to exceed \$7,300.00 dollars and will be taken out of the leftover 2017 archival funds.

SPECS FOR GAYLORD BROTHERS CUSTOM DELPHI TRITON CASE

The regal Gaylord Archival® DelphiTM Triton Case with Lighting is covered in rich wood veneers and features three display drawers, allowing you to show more of your collection and enhance your story without taking up valuable floor space. Each linen-lined drawer is covered with acrylic to protect the objects inside while ensuring a clear view. The linen-covered flat display deck on top features a museum-quality, hand-polished acrylic vitrine joined with beveled PS 30 seams—the clearest seams possible—for a flawless appearance. Two adjustable, low-voltage LED spotlights with an integrated kickplate switch give prominence to your objects.

Features

Specs

- Classic wood veneer pedestal
- · Acrylic vitrine for clear viewing from every angle
- Bubble-free PS 30 seams join every side of the museum-quality vitrine for a completely clear appearance
- Flat linen board display deck for displaying 3-D objects
- Two LED spotlights can be adjusted 60° and are turned on and off with the kickplate switch at the bottom of the case
- Vitrine secures in place with screws to prevent tampering and damage
- Linen-lined display drawers let visitors view objects in storage
- Display drawers measure 35W x 23D x 3 ¾"H and are covered with 1/8" acrylic with security screws to protect the objects inside while ensuring a clear view

Brand	Gaylord Archival®
UV-Filtering Vitrine	Optional
Silica Gel Tile Compartment	No
Security Lock	Мо
Lighting	Yes
Floor Levelers	Yes
Interior Width (in.)	38.5
Interior Depth (in.)	24.5
Overall Width (in.)	42
Overall Depth (in.)	28
Made in USA	Yes
Assembly Required	No



Price Quote # CBID169707

Quoted to: **DEADWOOD HISTORICAL PRESERVATION**

108 SHERMAN ST

DEADWOOD, SD 57732-1309

Contact: MICHAEL RUNGE (Acct# 6689939)

Phone: 605-578-2082

Fax: 605-578-2084

E-mail: ARCHIVES@CITYOFDEADWOOD.COM

Date: 11/10/2017

Gaylord Archival

P.O. Box 4901

Syracuse, NY 13221-4901

Sales:

800-345-5330

Sales Fax: 800-891-5280

Email: bids@gaylord.com

To receive pricing when ordering reference Gaylord Priority Code: CBID169707

Product #	Description	Qty	Unit Price	Subtotal
DT544228-MOD-NC	Gaylord Custom Delphi Triton Case; Black	1	\$6,500.00	\$6,500.00
	Laminate Pedestal w/Toe Kick; Black Laminate			
	Deck; Standard Cast Acrylic Vitrine with Security			
	Screws; 3 Drawers Will Have 1 Cam Lock Each in			
	The Center of Each Drawer (Unless Customer			
	Wants Them Somewhere Else); Undercarriage			
	Will Be Retrofitted with Locking Casters.			
DT544228-MOD-NC	Inside Delivery {ODC}	1	\$55.00	\$55.00
	Includes: Delivery Just Inside the Building, Ground Level,			
	No Stairs, Within 6 Feet of Entrance.			
DT544228-MOD-NC	Power Tailgate Truck (ODC)	1	\$75.00	\$75.00
	(To Lower Product to Ground Safely)			11

Product Sub-Total	\$6,630.00
Shipping and Processing	\$650.00
Estimated Tax	
Other	7.7
Grand Total	\$7,280.00

Sales tax extra if applicable Please state color choice when ordering

FOB Destination (Pre-Paid & Added)

Shipment: 4 - 6 Weeks ARO

Price Guaranteed Until: 12/31/2017

Prepared By: Dana Knapp

Note: If you would like White Glove Delivery, which would include delivery all the way to your basement area, we can offer that service, but will need to discuss it in more detail. Please call Dana Knapp to discuss that option if you are interested.

Total Shipping Weight: Approximately 260 lb.



Price Quote # CBID169707

Terms & Conditions

All orders resulting from this proposal are subject to Credit Approval

Except for manufacturing defects, all custom and non-stock items are non-cancelable and non-returnable.

Shipping: Items too heavy or too large to ship by a parcel carrier will be shipped LTL common carrier. Shipping charges quoted are based on a dock delivery. In those instances, if large trucks cannot back up to a raised dock at your delivery location, then you may require extra services. If you do not have a loading dock or forklift enhanced delivery services are strongly encouraged and or may be required to facilitate a safe off- loading of your merchandise. Special Delivery Instructions: Please include receiving hours, days you are closed, and any other instructions for the delivering carrier when placing your order.

Lift Gate Truck Delivery- Additional \$75.00 Charge:

The driver will be using a truck that has a lift, which will lower the shipment to ground level. From there you will provide the movement of shipment into the building.

Inside Delivery -Additional \$55.00 charge:

The driver may *assist* you in the movement of merchandise from the truck through the <u>first</u> door of the building, where it will be out of inclement weather. Movement beyond the first door is customer's responsibility. If you do not have a ramp this service is not available please discuss other options with your Salesperson. Some doorways are not large enough for certain deliveries; please verify the physical clearance of your thresholds before ordering.

Note: Additional inside delivery charges will be incurred for delivery requests that are made for areas beyond the inside of the first-floor door and are only offered if a freight elevator is available for use.

<u>Installation & Assembly:</u> Installation or Product Assembly are *not* included in shipping charges. You may opt to add different services such as Installation or Assembly to your order. Please contact the Gaylord Sales Department at 800-345-5330 to discuss your options and obtain costs for these services.

Orders Over \$5,000: If your order exceeds \$5,000.00 we require a signed purchase order. If your organization doesn't use formal purchase orders, no problem! We will send you an Order Acknowledgement to review for accuracy. Simply return a copy endorsed by an authorized signer, and we'll finalize your order. In some circumstances, credit references may be required for successful placement of your order. Please have them available upon request.

<u>Ready to Order?</u> To help expedite your order and to ensure it is placed correctly, below is a checklist for you to reference when placing your Gaylord order.

Complete Billing Address – Include Contact Name & Phone Number	
Complete Shipping Address – Include Contact Name & Phone Number (if different from above)	
Gaylord Product Numbers - Please include the product numbers you'd like to order and specify you	our color choices or sizes,
when applicable. If you are unsure of how to find product numbers, or are not sure if you are using the	e correct product number,
please contact Customer Service at 800-448-6160 for assistance.	

Michael Runge

From: Sent: Knapp, Dana < Dana.Knapp@gaylord.com> Friday, November 10, 2017 11:04 AM

To:

'ARCHIVES@CITYOFDEADWOOD.COM'

Subject:

FW: Price Quote From Gaylord Archival - Dana Knapp

Attachments:

CBID169707 DEADWOOD HISTORICAL PRESERVATION CUSTOM TRITON CASE.dot

From: Knapp, Dana

Sent: Monday, October 16, 2017 9:48 AM

To: 'ARCHIVES@CITYOFDEADWOOD.COM' < ARCHIVES@CITYOFDEADWOOD.COM>

Subject: Price Quote From Gaylord Archival - Dana Knapp

Hi Michael,

I thought I sent you the attached quote on Friday, October 13th, but cannot find evidence that I actually did so.

If you already received your quote, I just wanted to add this information: You can choose different deck options, for the same price, and they include:

- Black Laminate
- White Laminate
- Off-White Linen Covered
- Black Linen Covered

The product number will not be activated until I receive a signed, written order from you, along with a signed copy of the quote.

You should also note that exhibit cases and all custom products are non-cancelable and non-returnable, unless received damaged, defective, or not according to agreed-upon specifications as described on the quote.

Please let me know what you think of the quote - I look forward to hearing from you soon!

Sincerely,

Dana Knapp

Dana Knapp

Archival Sales Representative

CAYLORD® ANCHIVAL Preserva Today, Share Tomorrow,

T: 315-634-8107 Direct T: 800-345-5330, Option 3

F: 800-595-7265

E: dana.knapp@gaylord.com W: www.gaylord.com

Request your FREE Gaylord Archival catalog <u>here</u> Please consider the environment before printing this e-mail.





ROLLOVER TO ZOOM











As low as: \$5,979.00

Reference the color swatches sheet for all color and finish selections below.



Shop by Part #:

Select an Option

OR

Select Options Below:

Interior Clearance:

12"H 16"H



UV-Filtering Vitrine:

Yes No

Quantity:

Overall Dimensions: Select above options to see Overall Dimensions























12-4-17 7A

City of Deadwood, South Dakota - Public Works Department

The City of Deadwood is seeking bids for a preowned Knuckle boom crane truck. Specs on the truck are as follows. Truck must be a class 8 tandem axle truck with a minimum 40000 lb. rear axle and a 14000 lb. front. A tag axle in the form of a pusher or puller is required. Truck must also be equipped with a flatbed deck. The knuckle boom crane must be rear mounted and a minimum 14000 lb. capacity with a minimum of a 45 foot reach. Crane also has to have remote controls to operate the crane. Crane will need to have a current certification and the truck must be DOT inspected with a current certification.

The truck may need to be delivered to Deadwood SD 57732 and a separate line has been added to the bid form for that cost.

Bid Form

Bid Price:

Tandem Class 8 truck with Rear mounted 7 ton

Minimum capacity Knuckle boom Crane

FOB Rate to:

Deadwood, South Dakota

49900 # : -

\$ 1,50 A MILE

Finn:

Roo Dickason

Name:

EQUIPMENT REPAIR SOLUTIONS

Address:

7906 BASCLINE COURT

City, State:

TAMPA +L 33637

Phone:

260-438 4838

Authorized signature:

2000 STERLING LT9513



For Sale Price: Call

Contact Information

THORNTON TRUCK & EQUIPMENT

Q Marshfield, Wisconsin 54449

Phone: (813) 702-7114 Contact: Rod Dickason



















Description

Rear mount Palfinger knucklboom, PK24001 with 5 hydraulic extensions with horizontal reach of 47'7" @ 2650lbs, Hetronic wireless remote controls, dual wheel high lift tag axle

Differential Lock, 6x4, Knuckleboom Crane, Turbo

Specifications

Quantity 1 Year 2000 Model LT9513 VIN 2FZXEWEB7YAH25646 Horsepower 410 **Engine Type** C12 13 Spd Transmission **Number of Rear Axles** Tandem **Engine Brake** Yes **Gross Vehicle Weight** 71,000 lb Rear Axle Weight 40,000 lb Cab Standard Cab

Stock Number 394 Manufacturer **STERLING** Condition Used Mileage 269,214 mi **Engine Manufacturer** Caterpillar Fuel Type Diesel

Hendrickson HN Suspension Color White/Blue Wheels All Aluminum Front Axle Weight 18,000 lb **Drive Side** Left Hand Drive

What to do with the Pavilion

Survey results from most people (owners, renters, businesses)

Rank 1,2,3 for preferred options
"OK" for "I can live with" but not preferred
"etc." for Not Acceptable

Option A	Option B	Option C	Option D1	Option D2	Option E1	Option E2	Option E3	Option F1	Option F2
Parking	Apartment Complex	Визпон ОК	New Commercial (new building)	New Commercial (existing building)	Gift: L-D school District (parking)	Gifty L-D Economic Development	G Gift: Lawrence County	City Public Safety	City Own - Lease
2	NO	OK	NO	NO	111	NO /	1. NO	NO	NO
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Pavilion upcoming Expenses 1. Roof snow control measures and the same and the same

- 2. 4 steam exchangers 35000.00
- 3. Windows in gym area replace panes 2800.00
- 4. Brick repair on chimney 4400.00
- 5. Brick tuck pointing on building 3800.00
- 6. Garage door replacement 5200.00
- 7. Hot water heater with circulation pump 2200.00
- 8. Total 178400.00

Ongoing expenses

- 1. Annual utilities if not occupied 26000.00 occupied 36000.00
- 2. Boiler maintenance 2200.00
- 3. Insurance from 4000.00 to 7000.00 depends on occupancy
- 4. Annual repair budget 20000.00
- 5. Total 55200.00 if not occupied
- 6. Total 62200.00 if occupied

12-417 9A

The following options have been outlined to provide guidance for the decision makers for the future of the Deadwood Pavilion.

Option A: Parking

Raze structure and create approximately 75 Parking Spaces on Ground Level with a parking area equivalent to the History Center Parking Lot (See concept)

- Pros:
 - Assists parking for School, Catholic Church, First Step Child Care Center, and Large City
 Wide Events
 - o Could be designed for an additional level of parking in the future
 - o City retains ownership of property and generates a potential revenue source for City
- Cons:
 - o Removes a building with historic relevance from the inventory of Deadwood
 - o Eliminates the option for Commercial or Residential reuse of the building
 - o Creates physical void or gap in the fabric along Main Street

Option B: Apartment (Privately)

This option would require disposing of the property by auction, sealed bid, realtor or transfer to economic development.

Raze structure and create apartment approximately a 20 unit complex similar to Spring Street Apartments (See concept)

- Pro:
 - o Contributes to Deadwood's housing needs
 - Residential Use is a great fit for the area and with appropriate design could fit nicely
 - o Would generate additional Property Tax revenue for the City
 - o Parking requirements on the apartments should not increase parking demand
- Con:
 - o Dependent on the number of units this option will create additional traffic to this area.
 - Eliminates the option for Commercial reuse of the building
 - School Parking would be impacted

Option C: Housing (Privately)

This option would require disposing of the property by auction, sealed bid, realtor or transfer to economic development.

Raze structure and develop infill housing with 4 to 5 individual structures similar to opposite side of Main Street in vicinity of current structure (See concept)

- Pro:
 - o Contributes to the housing needs. Potential for 4-5 new residential structures.
 - A portion of the current parking could be retained
 - o Creates rhythm and scale appropriate to neighborhood on other side of Main Street
 - Would generate additional Property Tax revenue for the City
 - Complimentary Zoning
- Con:
 - Removes a building with historic relevance from the inventory of Deadwood
 - Eliminates the option for Commercial reuse of the building

Option D: New Commercial Enterprise (Privately)

This option would require disposing of the property by auction, sealed bid, realtor or transfer to economic development.

Alternative 1: Raze structure and building new commercial building

- Pro:
 - o Potentially great location for commercial venture
 - o Would generate additional Property Tax revenue for the City
 - Potential for quality jobs and sales tax revenue
 - Potential for new business or service in the community
- Con:
 - Removes a building with historic relevance from the inventory of Deadwood
 - Not an ideal fit for commercial zoning
 - Potential negative impact on parking and traffic circulation
 - o Parking requirements would have to be met dependent on use

Alternative 2: Adaptive Reuse of existing structure

- Pro:
 - o Potentially great location for commercial venture
 - Would generate additional Property Tax revenue for the City
 - Potential for quality jobs and sales tax revenue
 - o Potential for new business or service in the community
 - Retains a building with historic relevance from the inventory of Deadwood
- Con:
 - Not an ideal fit for commercial zoning
 - Potential negative impact on parking and traffic circulation
 - Parking requirements would have to be met dependent on use

Option E: Gift to Government Agency

Alternative 1: Lead-Deadwood School District

- Pro:
 - o Potentially helps the School District with the parking plan now and into the future
 - Potential Partner with immediate area organizations for parking agreements
 - Building no longer responsibility of the City
- Con:
 - No Property Tax Revenue Generated
 - No opportunity for housing or business

Alternative 2: Deadwood-Lead Economic Development

- Pro:
 - Utilize as a business incubator
 - o Potential Sales tax generated
 - Potentially sold to commercial enterprise (With an agreement the City could receive revenue from the sale and this would lead to property and sales tax)
- Con:
 - No Property Tax Revenue Generated
 - o May increase Parking Issues

Alternative 3: Lawrence County

- Pro:
 - If Lawrence County is in need of growth and expansion this would be space for growth
 - Shows Support for retention of County seat in Deadwood
 - May Decrease Parking Issues at Current City Hall Location
- Con:
 - No Property Tax or Sales Tax Generated
 - May increase Parking Issues

Option F: City Retain Ownership

Alternative 1: Potential for City Public Safety Center

- Pro:
 - o Frees up Space in City Hall
 - Police Department: Room for Growth, Improved access to the community, Training area improved, Natural connection of Emergency Services
- Con:
 - No Property Tax Revenue

- Costly Remodel of Gym Area/Infrastructure Estimate \$400,000
- o No Opportunity for New Business or Residential Housing
- City Remains responsible for Operation Expenses

Alternative 1: Possible Long Term Triple Net Lease Options to 2nd Party

- Pro:
 - Opportunity for Sales Tax
 - o Opportunity for New Business
 - Potential for Continued Public Use
- Con:
 - o City is a Landlord

Sale of the Property – Applies to B, C, and D

- Realtor
 - ✓ Costs associated
 - ✓ City Has no interest in the Future of the Property
 - ✓ Appraisal Needed
- For Sale By Owner
- Auction
- Sealed Bid

Option G: Trade for Franklin Motor Lodge

Note: Unknown terms of trade which makes pros and cons difficult to determine

- Pro:
 - o Could align Shine and Deadwood Street in the future
 - Would potentially create parking in downtown district
 - o Potential Property tax from Pavilion property (unknown without assessment)
 - Adds contiguous property to Franklin Parking Lot
- Con:
 - o Potential property tax loss, sales tax and bid tax loss
 - o Lengthy Process for appraisals and ensuring of equal value or benefit to government
 - Appraisals required which cost money
 - Potentially the City still has a building

ORDINANCE NO. 1267 AN ORDINANCE AMENDING TITLE 17 - ZONING CITY OF DEADWOOD ZONING MAP

12-4-17 10A

Pursuant to a Petition of the City of Deadwood for a Change of Zoning of an area, located in the City of Deadwood, Lawrence County, South Dakota and pursuant to approval by the Deadwood City Commission.

BE IT ORDAINED: By the City of Deadwood, Lawrence County, South Dakota, that an ordinance amending the City of Deadwood Zoning District Map be amended so as to remove the following described real property, to-wit:

Tract A, an 8' Platted Alley and a Portion of Lot R-1 of the City of Deadwood Railroad Property all Located in the Hillsdale Addition to the City of Deadwood, in the NW ¼ of Section 26, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota and Tract B-1, McGovern Hill Addition of the City of Deadwood, Located in the NW1/4NW1/4 of Section 26 T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota

FROM:

R1 - Residential District

TO:

C1 - Commercial District

BE IT ORDAINED BY THE CITY OF DEADWOOD COMMISSION IN REGULAR SESSION DULY ASSEMBLED THAT:

The official Zoning District Map of the City of Deadwood is hereby amended to change the zoning classification of the following described parcel from R1 - Residential District to C1 - Commercial District, towit:

Tract A, an 8' Platted Alley and a Portion of Lot R-1 of the City of Deadwood Railroad Property all Located in the Hillsdale Addition to the City of Deadwood, in the NW ¼ of Section 26, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota and Tract B-1, McGovern Hill Addition of the City of Deadwood, Located in the NW1/4NW1/4 of Section 26 T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota

The Zoning Administrator for the City of Deadwood, South Dakota, is hereby directed to make the necessary and appropriate changes and amendments to the Official Zoning Map of the City of Deadwood, on which mentioned property is located, designating said property as **C1 - Commercial District**. The parcels contain 0.20 Acres, more or less.

This ordinance shall take effect twenty (20) days after the date of its publication following approval and adoption.

•	CITY OF DEADWOOD
	BY: Charles M. Turbiville, Mayor
ATTEST:	
Mary Jo Nelson, Finance Officer	-

First Reading: November 20, 2017 Second Reading: December 4, 2017

Published: December 7, 2017 Adopted: December 27, 2017

ORDINANCE NUMBER 1268 SUPPLEMENTAL BUDGET APPROPRIATION #3 FOR 2017

12-4-17 10**8**

Section 1. To provide for the following expenditures there is hereby appropriated to the specified fund accounts following sums from funds not otherwise appropriated for the year 2017:

<u>FUND 0101</u> Commission insurance \$19,679.00, Deadwood Police for grant related expenditures \$59,429.00, Building Inspector for plan review fees \$5600.00. Source of Revenue: Unexpended cash, grant proceeds for Police Department expenditures

FUND 0215 HISTORIC PRESERVATION \$189,442.00 Debt Service.

Source of Revenue: Unexpended cash.

FUND 0724 TIF #7 First Gold \$63,972.00. (Dissolved)

FUND 0725 TIF #8 Stage Run \$542,422.00.

FUND 0721 TIF #9 Optima \$1,315.00.

FUND 0719 TIF #10 TRU Hotel construction expenses \$2,600,000.00.

Source of Revenue: Property tax proceeds

Fund 0607 HISTORIC CEMETERIES \$20,988.00 Professional Services

Source of Revenue: Unexpended cash.

Fund 0701 TRI CITY RUBBLE SITE \$250.00 Professional Services

Unexpended cash.

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

CITY OF DEADWOOD

Charles M. Turbiville, Mayor

First Reading: 2017 Second Reading: 2017 Published: 2017 Effective: 2017

ATTEST: Mary Jo Nelson, Finance Officer

ORDINANCE #1269

12-4-17

TO AMEND CHAPTER 6.08 DOGS AND CATS: SECTIONS 6.08.100 LICENSE TAX AND 6.08.170 FEES

BE IT ORDAINED by the Deadwood City Commission of the City of Deadwood, that Chapter 6, Sections 6.08.100 and 6.08.170 Fees, shall be amended as follows:

6.08.100 License tax.

Before any license is issued the applicant therefor shall pay a license tax <u>as listed in the city fee</u> <u>schedule</u>, which is set and amended by resolution. -as follows:

Upon each neutered male or spayed female dog or cat	\$2.00
Upon each unneutered female dog or cat	5.00

6.08.170 Fees.

The fees charged for the impoundment of any dog or cat under the provisions of this chapter shall be are listed in the city fee schedule, which is set and amended by resolution.

First impoundment	\$ 25.00
Second impoundment	-50.00
Third and subsequent impoundments	100.00

Tima and subsequent impoundments 100.00	
Dated this 4th day of December, 2017	
	CITY OF DEADWOOD
	Charles M. Turbiville, Mayor
ATTEST:	
Mary Jo Nelson	
Finance Officer	

First Reading:

December 4, 2017

Second Reading:

December 18, 2017

Published:

December 21, 2017

Adopted:

January 10, 2018

12-4-17

ORDINANCE #1270

TO AMEND CHAPTER 15.00 BUILDING CONSTRUCTION: SECTION 15.01.060 FEE **SCHEDULE**

BE IT ORDAINED by the Deadwood City Commission of the City of Deadwood, that Chapter 15, Section 15.01.060 shall be amended as follows:

15.01.060 Fee schedule.

- B. Other inspections and fees:
- 1. Inspections outside of normal business hours (minimum charge—two hours), per hour \$50.00
 - 2. Re-inspection fees, per hour \$30.00
 - 3. One-time inspection fee for change of occupancy in commercial buildings, per hour \$30.00
- 4. Additional plan review required by changes, additions or revisions to approved plans -\$30.00 per hour (minimum charge—one-half hour), an hour, per hour \$30.00.
- 5. For use of outside consultants for plan checking, inspections or both—Actual cost

Dated this 4th day of	December, 2017	
		CITY OF DEADWOOD
		Charles M. Turbiville, Mayor
ATTEST:		
Mary Jo Nelson		
Finance Officer		
First Reading:	December 4, 2017	
Second Reading:	December 18, 2017	
Published:	December 21, 2017	

December 21, 2017

January 10, 2018

Adopted:

12-4-17

ORDINANCE #1271

TO AMEND CHAPTER 17.04: SECTION 17.04.090 CONFORMANCE REQUIRED

BE IT ORDAINED by the Deadwood City commission of the City of Deadwood, that Chapter 17, Section 17.04.090, shall be amended as follows:

17.04.090 Conformance required.

8. No excavation grading shall be undertaken within the corporate limits of the city without having been first issued an excavation grading permit from the building inspector. Approval may be contingent upon review by a registered professional engineer, city archaeologist, city historic preservation officer and other city officials at the discretion of the city. Before any permit is issued the applicant shall pay a permit fee as listed in the city fee schedule, which is set and amended by resolution.

Dated this	_ day of December, 2017.		
		CITY OF DEADWOOD	
		Charles M. Turbiville, Mayor	
ATTEST:			
Mary Jo Nelson Finance Officer			
First Reading:			
Second Reading:			
Published:			
Adopted:			

CITY OF DEADWOOD RESOLUTION 2017-27

10F

#2 00

A RESOLUTION SETTING FORTH A SCHEDULE OF RATES FOR USE BY THE CITY OF DEADWOOD

WHEREAS, City Ordinances require certain license fees, charges for services, and other designations to be established by resolution;

NOW THEREFORE BE IT RESOLVED THAT the City of Deadwood hereby establishes the following fees and other designations effective for the 2018 year:

Accident Report	\$2.00
Animal Impound Fees:	
	\$25.00
	\$50.00
Third and Subsequent Impoundment	\$100.00
Animal License:	
Dog or cat, spayed or neutered	\$5.00
	\$10.00
Banner Fee	<u>\$100.00</u> -\$150.00
Purial Face Calcuidase	
Burial Fees-Oakridge: Space, excluding recording fee	\$125.00
-	\$75.00
Tor perpetual care(mandatory)	
City Hall Office:	
•	maximum allowed by SDCL 57A-3-421
NSF charges	maximum allowed by SDCL 37A-3-421
Contractors License-new	\$75.00
Contractors License-new	
	\$50.00
Contractors License-renewal	\$50.00
Contractors License-renewal Horse Drawn Vehicles-limited to two vehicles Grading Fee	\$50.00 \$\$75.00
Contractors License-renewal Horse Drawn Vehicles-limited to two vehicles Grading Fee 0 to 10 cubic yards	
Contractors License-renewal Horse Drawn Vehicles-limited to two vehicles Grading Fee 0 to 10 cubic yards	\$50.00 s\$75.00 no charge
Contractors License-renewal Horse Drawn Vehicles-limited to two vehicles Grading Fee 0 to 10 cubic yards	
Contractors License-renewal Horse Drawn Vehicles-limited to two vehicles Grading Fee 0 to 10 cubic yards	
Contractors License-renewal	
Horse Drawn Vehicles-limited to two vehicles Grading Fee 0 to 10 cubic yards	\$50.00 \$75.00 \$75.00
Horse Drawn Vehicles-limited to two vehicles Grading Fee 0 to 10 cubic yards	\$50.00 \$75.00 \$75.00
Contractors License-renewal Horse Drawn Vehicles-limited to two vehicles Grading Fee 0 to 10 cubic yards	\$50.00 \$75.00 \$75.00

			
Snow Removal			
Repair for damage to city pr	operty		\$71.50/hour
Parking:			
Broadway hourly:			
First hour		•••••	\$3.00
Second hour		•••••	\$5.00
Third hour to Twenty-four h			
Lost Ticket			\$10.00
Broadway leases:			
Employee month to month l	ease		\$50.00/month plus tax
Annual lease:			
1-25 spaces			\$100.00/month plus tax
26-50 spaces			\$85.00/month plus tax
50-119 spaces			\$75.00/month plus tax
120+ spaces		•••••	\$60.00/month plus tax
All other meters Parking meter violation Other offenses:			
Within 72 hrs.	After 72 hrs.	<u> </u>	<u> </u> -
Blocking driveway	\$ 25.00	\$ 34.00	-
No parking area	25.00	34.00	
Yellow marked area	25.00	34.00	
Dead storage over 24 hrs.	25.00	24.00	
Snow removal area		34.00	
Show removal area	25.00	34.00	
Parking in unloading zone			
	25.00	34.00	
Parking in unloading zone	25.00 35.00	34.00 44.00	
Parking in unloading zone Too near fire hydrant	25.00 35.00 25.00	34.00 44.00 34.00	
Parking in unloading zone Too near fire hydrant Parked against traffic	25.00 35.00 25.00 25.00	34.00 44.00 34.00 34.00	
Parking in unloading zone Too near fire hydrant Parked against traffic Handicapped parking only	25.00 35.00 25.00 25.00 100.00 75.00	34.00 44.00 34.00 34.00 109.00	

Pawn Broker.....\$100.00/annual

Tow and Storage Fee for Abandoned

Recreation Center Family Pass (parents and legal guardians and all children grade twelve (12) and under). Daily - \$7.00 One (1) month - \$30.00 Three (3) month - \$82.00 Six (6) month - \$150.00 Single Adult (19-54) Daily - \$4.00 One (1) month - \$23.00 Three (3) month -\$55.00 Six (6) month - \$85.00 Child/Senior (0-12 and 55+) Daily - \$2.00 One (1) month - \$12.00 Three (3) month - \$30.00 Six (6) month - \$50.00 High School Student (13-18). Daily - \$2.00 One (1) month - \$15.00 Three (3) month - \$32.00 Six (6) month - \$55.00 Corporate Family One (1) month (family) - \$25.00 Three (3) month (family) - \$70.00 Six (6) month (family) - \$140.00 Corporate Single One (1) month - \$17.00 Three (3) month - \$44.00 Six (6) month - \$70.00 **Key Cards** Key - \$3.00 Locker Rental. Monthly - \$5.00 half locker; \$10.00 full locker. Staging fee-construction: Use of City Property\$500.00/month each additional (annual)

TENT RENTAL WITH APPROVED SPECIAL EVENT:

10' by 10' Set up and taken d	lown by City	Staff	\$100.00
20' by 30' Set up and taken of	down by City	Staff	.\$200.00

Trolley:

Fare	\$1.00/ride
All day pass	\$5.00/pass
Punch card pass for 12 rides	
Group Rates:	
0 – 25 members	\$50.00
26 – 50 members	\$100.00
51 – 75 members	\$150.00
76 – 100 members	\$200.00
Each 25 additional	\$50.00

By showing a name tag of the registered group, rides would be unlimited, providing the event does not last longer than two (2) consecutive days

Utilities:

Water:

Residential minimum demand charge\$23.65 \$24.85 Monthly for all accounts, whether on or off, regardless of water usage; water usage charged as follows:

Water Usage	Water Rate
0 - 4,999 gallons	\$ 1.73 \$1.82/1,000 gallons
5,000 - 9,999 gallons	\$ 2.10 \$2.21/1,000 gallons
10,000 - 19,999 gallons	\$ 2.62 -\$2.75/1,000 gallons
20,000 - 49,999 gallons	\$3.15—\$3.31/1,000 gallons
50,000 and over gallons	\$4.20 \$4.41/1,000 gallons

Commercial accounts: Monthly minimum (demand) charge for all accounts, whether on or off, based upon meter size, per meter, as follows:

Meter Size	Cost
1 inch or less	\$36.23 \$-34.50
1.5 inch	\$48.51 \$-46.20

2 inch	\$72.77 \$ 69.30
3 inch	\$109.15 \$103.95
4 inch	\$145.53 \$138.60
6 inch	\$218.30 \$ 207.90

with commercial water usage rates as follows:

Water Usage	Water Rate
0 - 9,999 gallons	\$ 3.15 \$3.31/1,000 gallons
10,000 - 49,999 gallons	\$3.68 \$3.86/1,000 gallons
50,000 and over gallons	\$4.20 \$4.41/1,000 gallons

Waste water:

Residential	\$2.00 \$4.00 per month
Commercial one (1) inch or less meter	\$5.00-\$10.00 per month
Commercial meter greater than one (1) inch	\$ 10.00 -\$20.00 per month

Garbage:

Residential and small commercial accounts (defined as in-home apartments on the same site as the primary residential account): will be charged at the current contract rate that the city must pay to a private contractor, which is currently \$12.55, and applicable tax per month for all accounts, whether on or off.

Commercial accounts: Responsible for own garbage removal.

Vending (temporary) 60 day notice required:

Outside	\$750/14 days
Inside	\$250/14 days
Convention Center	\$1500/January-December

Zoning Fees:

Change of Zoning	\$150.00
Conditional Use Permit	\$150.00
Selling unrecorded plat	\$100.00
Subdivision approval first lot, then thereafter	\$100.00/\$30.00
Variance	\$150.00

	Charles M. Turbiville Mayor
ATTEST:	iviay of
Mary Jo Nelson	
Finance Officer	
(seal)	

12-4-17 10G

RESOLUTION 2017-28

A RESOLUTION DESIGNATING SPECIAL EVENTS RECOGNIZED BY THE CITY OF DEADWOOD FOR **PURPOSES OF ORDINANCES 15.32.100 AND 15.32.140**

BE IT RESOLVED by the Deadwood City Commission that the following events, with their respective months of occurrence, are hereby recognized for the year 2018 as "special or civic event(s)" for purposes of Ordinances 15.32.100 and 15.32.140:

	Special or Civic Event:	Date(s) of Event:
1.	ISOC Deadwood Snocross Shootout	January 19-20, 2018
2.	Mardi Gras	February 9-10, 2018
3.	St. Patrick's Day	March 16-17, 2018
4.	Wild Bill Hickok Days	June 15-16, 2018
5.	3 Wheeler Rally	July 10-15, 2018
6.	Days of '76	July 24-27, 2018
7.	Kool Deadwood Nites	August 23-26, 2018
8.	Oktoberfest	October 4-6, 2018
9.	Wild West Songwriter's Festival	October 11-13, 2018
	Dated this 4 th day of December, 2017.	
	ATTEST:	CITY OF DEADWOOD
	Mary Jo Nelson, Finance Officer	Charles M. Turbiville, Mayor

12417

SECOND AMENDED LEASE AGREEMENT WITH OPTION TO PURCHASE

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

ARTICLE 1 LEASED PROPERTY

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

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

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

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

- 1.2 <u>Quiet Enjoyment</u>. Landlord covenants and agrees that so long as Tenant is not in default under the terms of this Second Amended Lease Agreement or the Second Amended Settlement Agreement dated June 10, 2014, Tenant shall have quiet and peaceful possession of the Leased Property and enjoy all of the rights granted without interference.
- 1.3 <u>Possession "As Is"</u>. Tenant hereby accepts possession of the Leased Property in its "As Is" condition. The Tenant assumes possession of the Leased Property on the Commencement

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

ARTICLE 2 TERM

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

ARTICLE 3 USE OF LEASED PROPERTY

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

ARTICLE 4 RENT

- 4.1 <u>Base Rent</u>. The Base Rent for the term of the lease shall be Nine Thousand Nine Hundred Seventy Two and 44/100 Dollars (\$9,972.44) per month which shall be due and payable on or before the fifteenth (15th) day of each month during the term of this lease with a final rental payment due on or before December 31, 2022.
- 4.2 Additional Rent. The Base Rent set forth above shall be on a pure "triple net" basis, as that term is used and understood in connection with the leasing of real property. Accordingly, as Additional Rent, Tenant shall pay beginning on the Commencement Date, directly to the appropriate authorities or to Landlord, as the case may be, all taxes as described in Article 5 of this Second Amended Lease Agreement; all utilities as described in Article 6 of this Amended Lease Agreement; Tenant's insurance as described in Article 7 of this Second Amended Lease Agreement, and any other expenses or charges of any kind and without limitation, with respect to or incurred in connection with the possession, occupation, operation, alteration, maintenance, repair and use of the Leased Property. Because all such charges are Additional Rent and upon the failure of Tenant to pay any of such charges, Landlord shall have all rights and remedies provided for herein for failure of Tenant to pay rent.
- 4.3 <u>Late Fee</u>. A late fee of Ten Percent (10%) of the Base Rent will be assessed for each and every Base Rent payment, which is received more than five (5) days from the Base Rent due date. Such fee will be cumulative and assessed for each and every successive month such payment is late.

ARTICLE 5 TAXES AND ASSESSMENTS

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

ARTICLE 6 UTILITIES

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

ARTICLE 7 REPAIRS AND MAINTENANCE

- 7.1 Maintenance and Repairs. Tenant, at Tenant's sole cost, agrees to keep and maintain the Leased Property in a safe, orderly and sanitary condition, will suffer no waste or injury to the Leased Property other than normal wear and tear, and will at the expiration or other termination of this Second Amended Lease Agreement, surrender the Leased Property with all improvements in the same order and condition in which they were on the Commencement Date, ordinary wear and tear and casualty damage to the extent covered by insurance excepted. All alterations, decorations, additions or improvements in or to the Leased Property made by Tenant shall become the property of Landlord upon termination of this Second Amended Lease Agreement and shall remain upon and be surrendered with the Leased Property, Tenant may nevertheless remove at or prior to the termination of this Second Amended Lease Agreement, any fixtures. furniture, signs; personal property or other equipment installed at Tenant's expense, provided that all damage to the Leased Property caused by any such removal shall be repaired by Tenant. Without limitation, Tenant will maintain, repair, and replace HVAC systems; Parking lots, Roof and all appurtenances of the building as is reasonably necessary. Tenant will maintain the exterior and interior of the Leased Property in an orderly manner, including periodic painting, at no cost to Landlord.
- Alterations. Subject to the prior written consent of Landlord, which permission shall not be unreasonably withheld, Tenant shall have the right to make such additions, alterations, changes or improvements to the Leased Property as Tenant shall deem necessary or desirable for Tenant's business. All additions, alterations, changes and improvements shall be made in a workmanlike manner, in full compliance with all building laws and ordinances applicable thereto, and when permitted to be made shall become part of the Leased Property and shall be surrendered as a part of the Leased Property upon the termination of this Second Amended Lease Agreement. At any time during the lease term, the Tenant may place signs on the property.

ARTICLE 8 LANDLORD'S ACCESS TO LEASED PROPERTY

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

ARTICLE 9 MECHANIC'S LIENS

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

ARTICLE 10 COMPLIANCE WITH LAWS

- 10.1 <u>Compliance with Laws</u>. Tenant shall, at Tenant's sole cost and expense, comply with all laws and ordinances, and the orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and offices thereof which may be applicable to the Leased Property for the use or manner of use of the Leased Property. Tenant will likewise observe and comply with requirements of all insurance policies at any time in force with respect to the Leased Property.
- 10.2 <u>Licenses</u>. Tenant shall obtain all appropriate licenses required from all federal, state and municipal governments needed to operate its business on the Leased Property and Tenant shall be responsible to maintain such licenses as long as this Second Amended Lease Agreement is in effect.

ARTICLE 11 INSURANCE

- 11.1 <u>Tenant's Insurance</u>. Tenant will carry and maintain, at its expense, the following insurance policies effective as of the Commencement Date:
 - (a) A public liability insurance policy to afford protection with limits of not less than \$1,000,000 with respect to the personal injury or death of any one person, \$1,000,000 with respect to the personal injury or death occurring or resulting from one occurrence, and \$500,000 with respect to property damage, subject to a loss deductible clause not in excess of \$10,000.
 - (b) An all-risk property and casualty insurance policy, written at full insurable value, with a replacement cost endorsement, covering the Leased Property of Tenant's

- improvements and personal property in the Leased Property, subject to a loss deductible clause not in excess of \$10,000.
- (c) Any and all policies necessary to insure against any injury occurring during the renovation and remodeling of any facilities on the Leased Property by any agent, contractor, subcontractor, or other third party.
- 11.2 <u>Policy Requirements</u>. The company or companies writing any insurance required to be carried or maintained pursuant to this Article 11 shall be licensed to do business in the state of South Dakota. Public liability and all-risk property and casualty insurance policies evidencing such insurance shall name Landlord or its designee as an additional insured. All policies shall contain a provision by which the insurer agrees that such policy shall not be cancelled except after thirty (30) days' written notice to Landlord. Each such policy, or a certificate thereof, required to be maintained by Tenant shall be provided to Landlord upon Landlord's request.

ARTICLE 12 DESTRUCTION

- 12.1 <u>Rights of Tenant</u>. If the Leased Property is damaged so that fifty percent (50%) of the usable space of the Leased Property is rendered unusable, Tenant may either (1) terminate this Second Amended Lease Agreement or (2) continue this Second Amended Lease Agreement and, at its sole cost and expense, whether or not insurance proceeds will be sufficient for that purpose, and regardless of the amount of such destruction, forthwith repair, replace and rebuild the Leased Property. All such repairs, replacements or rebuilding shall be performed in a good and workmanlike manner and in compliance with all existing laws and regulations.
- 12.2 <u>Rights of Landlord</u>. If the work of repairing, replacing or rebuilding the damaged or destroyed Leased Property does not commence within a reasonable time from the date of any such loss, destruction or damage, or after commencement thereof shall not be expeditiously proceeded with to completion and Tenant has ceased paying rent under the terms of the Second Amended Lease Agreement, Landlord shall have the right to cancel and terminate this Second Amended Lease Agreement upon thirty (30) days' written notice.
- 12.3 <u>Insurance Proceeds</u>. If this Second Amended Lease Agreement is not terminated, Landlord and Tenant shall disburse and apply any insurance proceeds received by Landlord and Tenant to the restoration and rebuilding of the Leased Property. All insurance proceeds payable with respect to Tenant's personal property shall belong to and shall be payable to Tenant.

ARTICLE 13 CONDEMNATION

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

- 13.2 <u>Right to Proceeds</u>. If the Leased Property or any part thereof shall be taken to condemnation proceedings, Tenant shall have the right to participate in any proceedings pertaining to the condemnation and Landlord and Tenant shall each be entitled to their separate claims based on their respective interests even if a single award for all damages is given by the condemning authority.
- 13.3 <u>Total Taking</u>. If at anytime during the term of this Second Amended Lease Agreement the whole or substantially all of the Leased Property shall be taken by Condemnation, this Second Amended Lease Agreement shall terminate and expire on the date upon which title shall vest in the condemning authority and the rent provided to be paid by Tenant shall be apportioned and paid to such date.
- 13.4 <u>Distribution of Award</u>. In the event of a taking by Condemnation, which results in the termination of this Second Amended Lease Agreement, the rights of Landlord and Tenant in any award shall be as follows and in the following order of priority:
 - (a) First, the unpaid balance of principal and interest due on any mortgage on the Leased Property shall be paid to the holder of such mortgage;
 - (b) Landlord shall then retain that part of the award attributable to the real property and improvements limited to the amount owed to the Landlord;
 - (c) Tenant shall be entitled to that part of the award attributable to furniture, fixtures, equipment and other personal property and any consequential and severance damages for the value of Tenant's interests in the remaining term of this Second Amended Lease Agreement.
- 13.5 <u>Partial Taking</u>. In the event of a partial taking which shall not result in the termination of this Second Amended Lease Agreement, Landlord and Tenant, based an their separate claims, shall promptly proceed to repair, rebuild or restore the remainder of any Improvements affected thereby to a complete and self-contained architectural unit, for the purposes and uses to which Tenant was putting the Leased Property before the taking.

ARTICLE 14 ASSIGNMENT AND SUBLETTING

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

ARTICLE 15 OPTION TO PURCHASE

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

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

- 15.1 <u>Term</u>. The Option shall originate on the day of execution of this Second Amended Lease Agreement, and shall terminate on December 31, 2022, unless exercised at that time or prior thereto.
- 15.2 <u>Notice of Exercise</u>. The Option is to be exercised by Tenant by providing written notice thereof, sent by certified mail, to Landlord at the last known address of Landlord, or at such other address or location provided to Tenant by Landlord. The Option can only be exercised for the entire leased premises, not a portion thereof.
- 15.3 <u>Purchase Price of Leased Premises</u>. The purchase price for the leased premises subject to the Option shall be calculated as follows:

The total debt owed by Tenant as of January 1, 2018 is One million Six Hundred Forty Eight Thousand Six Hundred Twenty Seven and 02/100 Dollars (\$1,648,627.02). As part of this Second Amended Lease Agreement as well as the Second Amended Settlement Agreement dated June 10, 2014, the parties agree to an interest rate of 4% per annum from the time of execution. The purchase price shall consist of the total debt of One million Six Hundred Forty Eight Thousand Six Hundred Twenty Seven and 02/100 Dollars (\$1,648,627.02) together with interest calculated to the date of closing, less any rental payments made between January 1, 2018 and the date of closing.

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

- 15.4 <u>Payment of Purchase Price</u>. In the event the Option is exercised, the parties understand and agree the total purchase price shall be paid in cash or certified funds at Closing.
- 15.5 <u>Closing</u>. Closing on the purchase of the leased premises shall occur not more than sixty (60) days following receipt by Landlord of Tenant's notice of exercising Option. Closing shall occur at a mutually agreed upon location.
- 15.6 <u>Costs</u>. All costs associated with the notice of exercise and the closing on the leased premises, including any title insurance if so desired by Tenant, shall be borne exclusively by Tenant. It is the intent of the parties that Landlord shall bear no expense associated with the Option or the purchase of the leased premises.
- 15.7 <u>Formal Agreement</u>. The parties agree that upon exercise of the Option a formal purchase agreement shall be drafted to commemorate the terms and conditions of the purchase of the leased premises by Tenant. The purchase agreement shall contain all those terms typical and customary for a transaction of this nature, including without limitation appropriate indemnification provisions. The cost to prepare the purchase agreement shall be paid equally by Tenant and Landlord.

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

ARTICLE 16 DEFAULT

- 16.1 <u>Default by Tenant</u>. If default shall be made in the payment of the rent or any installment, or in the payment of any other sum required to be paid by Tenant under this Second Amended Lease Agreement or if default shall be made in the performance of any of the other terms or conditions of this Second Amended Lease Agreement which Tenant is required to observe and perform in this Second Amended Lease Agreement or if a receiver or trustee is appointed for Tenant or its property, or if Tenant shall abandon or vacate the premises during the Term, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Second Amended Lease Agreement and avail itself of any remedies against Lessee existing at the time of said default under the laws of the state of South Dakota as well as any of the following remedies:
 - (a) Taking possession of the Leased Property and terminating this Second Amended Lease Agreement.
 - (b) Bringing legal action for all fixed rent and additional rent due and to become due under this Second Amended Lease Agreement and for any damages sustained by Landlord.
 - (c) Continuing this Second Amended Lease Agreement in effect and re-letting the Leased Property under such terms and conditions as Landlord may deem advisable with Tenant remaining liable for all fixed rent and additional rent plus any repairs and alterations necessary to prepare the Leased Property for re-letting, less rent received from re-letting, if any. Landlord shall be obligated to use its best efforts to re-let the Leased Property.
 - (d) Landlord may remedy the default and charge the Tenant for the cost of the remedy, which amount shall be due and payable immediately to Landlord. The default and remedy shall be determined by an independent third party.

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

- 16.2 <u>Landlord's Default</u>. Upon the occurrence and continuance of an event of default by Landlord, Tenant shall give Landlord thirty (30) days written notice of default specifying the event of default and the action required to cure the default.
- 16.3 Option to Purchase. In the event of Default by Tenant, the Option to Purchase set forth above shall be terminated. Tenant shall forthwith immediately vacate the premises.

ARTICLE 17 BANKRUPTCY

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

ARTICLE 18 INDEMNIFICATION

- 18.1 <u>By Tenant</u>. Tenant agrees to indemnify and save Landlord harmless from any and all claims, damages, costs and expenses including reasonable attorney's fees arising out of or in connection with the conduct of the management of the business conducted by Tenant on the Leased Property.
- 18.2 <u>Waiver</u>. Landlord shall not be liable to Tenant and Tenant waives all claims for damages to persons or property sustained by Tenant, its agents, servants, invitees (and/or customers) arising out of Tenant's use of the Leased Property provided, however, that this paragraph shall not relieve Landlord from liability for the negligence or intentional acts of its agents, servants or employees.

ARTICLE 19 CERTIFICATES BY TENANT AND LANDLORD

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

ARTICLE 20 NOTICE

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

ARTICLE 21 WAIVER

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

ARTICLE 22 HOLDING OVER

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

ARTICLE 23 ENVIRONMENTAL WARRANTIES

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

ARTICLE 24 GENERAL PROVISIONS

- 24.1 <u>Captions</u>. The captions and headings contained in this Second Amended Lease Agreement are for convenience only and are not a part of this Second Amended Lease Agreement. Captions and headings shall not in any way limit or amplify the terms or provisions of this Second Amended Lease Agreement.
- 24.2 <u>Successors and Assigns</u>. This Second Amended Lease Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.
- 24.3 <u>Construction</u>. The language in all parts of this Second Amended Lease Agreement shall be in all cases construed according to its fair meaning and not strictly for or against Landlord or Tenant. If any terra, covenant, condition or provision of this Second Amended Lease Agreement is held by a court of competent jurisdiction to be invalid, void or unreasonable, the remainder of the provisions of this Second Amended Lease Agreement shall remain in full force and effect.

- 24.4 <u>Short Form Lease Agreement</u>. Landlord and Tenant may execute a short form of this Second Amended Lease Agreement on a document witnessed and acknowledged in a form capable of being recorded in the public records of the county where the Leased Property is located.
- 24.5 <u>Law Governing</u>. This Second Amended Lease Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota.
- 24.6 <u>Entire Agreement</u>. This Second Amended Lease Agreement shall constitute the entire agreement between the parties and shall supersede any prior agreements or understandings, whether or oral, which the parties may have had relating to this Second Amended Lease Agreement and/or Leased Property. No subsequent alteration, amendment, change or addition to this Second Amended Lease Agreement shall be binding upon Landlord or Tenant unless reduced to writing and signed by both Landlord and Tenant.
- 24.7 <u>Counterparts</u>. This Second Amended Lease Agreement may be executed in one or more counterparts, each of which shall be deemed an Original, but all of which together shall constitute one and the same instrument.

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

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

DEADWOOD HISTORIC PRESERVATION COMMISSION

By:	
·	Michael Johnson
Its:	Chairman
STATE OF SOUTH DAKOTA)
)SS
COUNTY OF LAWRENCE)
of Deadwood Historic Preservatio instrument, and acknowledged tha and for the purposes therein conta	, 2017, before me, the undersigned officer, ason, known to me or satisfactorily proven to be the Chairman on Commission, whose name is subscribed to the foregoing at, being so authorized, he executed the same in the capacity sined. F, I have hereunto set my hand and official seal.
(SEAL)	
	Notary Public – South Dakota
	My commission expires:
Cri	Y OF DEADWOOD
By:	Charles Turbiville, Mayor
ATTECT.	Charles Turbiville, Mayor
ATTEST:	
Maria I. Malaria	
Mary Jo Nelson Finance Officer	
STATE OF SOUTH DAKOTA)
)SS
COUNTY OF LAWRENCE	,
appeared Charles Turbiville, know Deadwood, whose name is subscr so authorized, he executed the san	, 2017, before me, the undersigned officer, personally vn to me or satisfactorily proven to be the Mayor of the City of ibed to the foregoing instrument, and acknowledged that, being me in the capacity and for the purposes therein contained. F, I have hereunto set my hand and official seal.
(SEAL)	
` '	Notary Public – South Dakota My commission expires:

	Blake D. Haverberg		
	Melanie D. Haverberg		
STATE OF SOUTH DAKOTA COUNTY OF))SS		
On this day of personally appeared Blake D. Haven satisfactorily proven to be the personand acknowledged that they execute			
(SEAL)	Notary Public – South Dakota My commission expires:		
	HAVERBERG FAMILY LIMITED PARTNERSHIP		
	By: Blake D. Haverberg, General Partner		
STATE OF SOUTH DAKOTA COUNTY OF))SS)		
personally appeared Blake D. Haver Partner of Haverberg Family Limite instrument, and acknowledged that, and for the purposes therein contain	, 2017, before me, the undersigned officer, rberg, known to me or satisfactorily proven to be the General of Partnership, whose name is subscribed to the foregoing being so authorized, he executed the same in the capacity ed. I have hereunto set my hand and official seal.		
(SEAL)	Notary Public – South Dakota My commission expires:		

MARTIN-MASON RESTORATION, LLC

	By:
	Blake D. Haverberg, Managing Member
STATE OF SOUTH DAKOTA))SS
COUNTY OF)
Managing Member of Martin-Masor foregoing instrument, and acknowled capacity and for the purposes therein	, 2017, before me, the undersigned officer, berg, known to me or satisfactorily proven to be the a Restoration, LLC, whose name is subscribed to the dged that, being so authorized, he executed the same in the a contained. have hereunto set my hand and official seal.
(SEAL)	Notary Public – South Dakota My commission expires:
	GALLOWS, LLC
	By: Blake D. Haverberg, President of Deadwood Development Co., Inc. Its: Managing Member
STATE OF SOUTH DAKOTA))SS
COUNTY OF)
personally appeared Blake D. Haver President of Deadwood Developmen name is subscribed to the foregoing is executed the same in the capacity and	, 2017, before me, the undersigned officer, berg, known to me or satisfactorily proven to be the at Co., Inc., the Managing Member of Gallows, LLC, whose instrument, and acknowledged that, being so authorized, he d for the purposes therein contained. have hereunto set my hand and official seal.
(SEAL)	Notary Public – South Dakota My commission expires:

DEADWOOD DEVELOPMENT COMPANY, INC.

	By:
	Blake D. Haverberg, President
STATE OF SOUTH DAKOTA)
)SS
COUNTY OF	
On this day of	, 2017, before me, the undersigned officer, rberg, known to me or satisfactorily proven to be the
President of Deadwood Developmen	nt Co., Inc., whose name is subscribed to the foregoing being so authorized, he executed the same in the capacity
and for the purposes therein contain	ed.
IN WITNESS WHEREOF, I	I have hereunto set my hand and official seal.
(SEAL)	
	Notary Public – South Dakota
	My commission expires:

12-4-17 10I

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

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

WHEREAS, the purpose of this addendum is to modify the terms and conditions of the original agreement between CITY and HAVERBERG ENTITIES to provide adjustments to the Terms of Settlement and Default sections of the Second Amended Settlement Agreement; and WHEREAS, based upon the representations and understanding of each party, CITY and HAVERBERG ENTITIES agree as follows:

- 1. The Recitals set forth above are herein incorporated and made part of this Agreement;
- 2. CITY proposes and HAVERBERG ENTITIES accepts the amendment of Section 2: Terms of Settlement (F) to be amended and read as follows:

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

- 3. CITY proposes and HAVERBERG ENTITIES accepts the amendment of Section 2: Terms of Settlement (G) to be amended and read as follows:
 - "If the Haverberg Entities default under the terms of the herein Second Amended Settlement Agreement or the Second Amended Lease Agreement with the Option to Purchase, Deadwood may evict the haverberg entities from the Martin-Mason, Wooden Nickel and Lee Street Station properties."
- 4. CITY proposes and HAVERBERG ENTITIES accepts the amendment of Section 2: Terms of Settlement (I)(2) to be amended and read as follows:
 - "Beginning on or before January 15, 2018, the Haverberg entities shall pay Deadwood lease payments in the amount of Nine Thousand Nine Hundred Seventy Two and 44/100 Dollars (\$9,972.44) per month. The Haverberg Entities agree that monthly lease payments will be made directly to Deadwood each month thereafter with a final balloon payment of One Million Three Hundred Forty Eight Thousand One Hundred Ninety Five and 89/100 Dollars (\$1,348,195.89) due on or before December 31, 2022 unless the option to purchase set forth in the Second Amended Lease Agreement with Option to Purchase is executed prior to December 31, 2022. Attached hereto as Exhibit B is an amortization schedule for the lease term."
- 5. CITY proposes and HAVERBERG ENTITIES accepts the amendment of Section 3: Default(C)(2) to be amended as follows:
 - "During this lease term, Deadwood agrees to accept monthly rental payments in the amount of Nine Thousand Nine Hundred Seventy Two and 44/100 Dollars (\$9,972.44) pursuant to the Second Amended Lease Agreement with Option to Purchase executed contemporaneously of this addendum to the Second Amended Settlement Agreement."

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

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

- 7. This addendum is hereby incorporated into the agreement between CITY and HAVERBERG ENTITIES dated June 10, 2014 and both documents constitute the entire agreement of the parties. There are no other terms, conditions or understandings of any kind, expressed or implied.
- 8. The remainder of the provisions of the agreement between the parties dated June 10, 2014, shall remain in full force and effect.

Dated this day of	., 2017.
	CITY OF DEADWOOD
ATTEST:	ByCharles Turbiville, Mayor
Mary Jo Nelson City Finance Officer	

Dated this day of	, 2017.
	Blake D. Haverberg
	Melanie D. Haverberg
STATE OF SOUTH DAKOTA)
COUNTY OF)SS)
personally appeared Blake D. Haverber satisfactorily proven to be the persons and acknowledged that they executed t	, 2017, before me, the undersigned officer, rg and Melanie D. Haverberg, known to me or whose names are subscribed to the foregoing instrument, he same for the purposes therein contained. ave hereunto set my hand and official seal.
(SEAL)	Notary Public – South Dakota My commission expires:
	HAVERBERG FAMILY LIMITED PARTNERSHIP
	By: Blake D. Haverberg, General Partner
STATE OF SOUTH DAKOTA))SS
COUNTY OF	_)
Partner of Haverberg Family Limited Finstrument, and acknowledged that, be and for the purposes therein contained.	, 2017, before me, the undersigned officer, rg, known to me or satisfactorily proven to be the General Partnership, whose name is subscribed to the foregoing ing so authorized, he executed the same in the capacity are hereunto set my hand and official seal.
(SEAL)	Notary Public – South Dakota

My commission expires:

MARTIN-MASON RESTORATION, LLC

	By:
	By:Blake D. Haverberg, Managing Member
STATE OF SOUTH DAKOTA))SS
COUNTY OF)
Managing Member of Martin-Mason foregoing instrument, and acknowled capacity and for the purposes therein	, 2017, before me, the undersigned officer, berg, known to me or satisfactorily proven to be the Restoration, LLC, whose name is subscribed to the liged that, being so authorized, he executed the same in the contained. have hereunto set my hand and official seal.
(SEAL)	
	Notary Public – South Dakota My commission expires:
	GALLOWS, LLC
	By:
	Blake D. Haverberg, President of
	Deadwood Development Co., Inc.
	Its: Managing Member
STATE OF SOUTH DAKOTA))SS
COUNTY OF)
personally appeared Blake D. Haverly President of Deadwood Development name is subscribed to the foregoing it executed the same in the capacity and	, 2017, before me, the undersigned officer, berg, known to me or satisfactorily proven to be the t Co., Inc., the Managing Member of Gallows, LLC, whose instrument, and acknowledged that, being so authorized, he d for the purposes therein contained. have hereunto set my hand and official seal.
(SEAL)	

Notary Public – South Dakota My commission expires:

DEADWOOD DEVELOPMENT COMPANY, INC.

	By:
	Blake D. Haverberg, President
STATE OF SOUTH DAKOTA)
)SS
COUNTY OF	
	, 2017, before me, the undersigned officer,
	rberg, known to me or satisfactorily proven to be the
±	nt Co., Inc., whose name is subscribed to the foregoing
_	being so authorized, he executed the same in the capacity
and for the purposes therein contain	
IN WITNESS WHEREOF,	I have hereunto set my hand and official seal.
(SEAL)	
	Notary Public – South Dakota
	My commission expires:

EXHIBIT A

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

EXHIBIT B

[see attached Amortization Schedule]

Compound Period: Monthly

Nominal Annual Rate: 4.000 %

CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	01/01/2018	1,648,627.02	1		
2	Payment	01/15/2018	9,972.44	240	Monthly	12/15/2037

AMORTIZATION SCHEDULE - Normal Amortization

-	Date	Payment	Interest	Principal	Balance
Loan	01/01/2018				1,648,627.02
1	01/15/2018	9,972.44	2,529.40	7,443.04	1,641,183.98
2	02/15/2018	9,972.44	5,470.61	4,501.83	1,636,682.15
3	03/15/2018	9,972.44	5,455.61	4,516.83	1,632,165.32
4	04/15/2018	9,972.44	5,440.55	4,531.89	1,627,633.43
5	05/15/2018	9,972.44	5,425.44	4,547.00	1,623,086.43
6	06/15/2018	9,972.44	5,410.29	4,562.15	1,618,524.28
7	07/15/2018	9,972.44	5,395.08	4,577.36	1,613,946.92
8	08/15/2018	9,972.44	5,379.82	4,592.62	1,609,354.30
9	09/15/2018	9,972.44	5,364.51	4,607.93	1,604,746.37
10	10/15/2018	9,972.44	5,349.15	4,623.29	1,600,123.08
11	11/15/2018	9,972.44	5,333.74	4,638.70	1,595,484.38
12	12/15/2018	9,972.44	5,318.28	4,654.16	1,590,830.22
2018 To	tals	119,669.28	61,872.48	57,796.80	
42	04/45/0040	0.070.44	F 000 77	4 000 07	4 E00 400 EE
13	01/15/2019	9,972.44	5,302.77	4,669.67	1,586,160.55
14	02/15/2019	9,972.44	5,287.20 5,274.58	4,685.24	1,581,475.31
15	03/15/2019	9,972.44	5,271.58	4,700.86	1,576,774.45
16	04/15/2019	9,972.44	5,255.91	4,716.53	1,572,057.92
17	05/15/2019	9,972.44	5,240.19	4,732.25	1,567,325.67
18	06/15/2019	9,972.44	5,224.42	4,748.02	1,562,577.65
19	07/15/2019	9,972.44	5,208.59	4,763.85	1,557,813.80
20	08/15/2019	9,972.44	5,192.71	4,779.73	1,553,034.07
21	09/15/2019	9,972.44	5,176.78	4,795.66	1,548,238.41
22	10/15/2019	9,972.44	5,160.79	4,811.65	1,543,426.76
23	11/15/2019	9,972.44	5,144.76	4,827.68	1,538,599.08
24	12/15/2019	9,972.44	5,128.66	4,843.78	1,533,755.30
2019 To	tals	119,669.28	62,594.36	57,074.92	
25	01/15/2020	9,972.44	5,112.52	4,859.92	1,528,895.38
26	02/15/2020	9,972.44	5,096.32	4,876.12	1,524,019.26
27	03/15/2020	9,972.44	5,080.06	4,892.38	1,519,126.88
28	04/15/2020	9,972.44	5,063.76	4,908.68	1,514,218.20
29	05/15/2020	9,972.44	5,047.39	4,925.05	1,509,293.15
30	06/15/2020	9,972.44	5,030.98	4,941.46	1,504,351.69
31	07/15/2020	9,972.44	5,014.51	4,957.93	1,499,393.76
32	08/15/2020	9,972.44	4,997.98	4,974.46	1,494,419.30
33	09/15/2020	9,972.44	4,981.40	4,991.04	1,489,428.26

34 10/15/2020 9,972.44 4,964.76 5,007.68 1,484,420.58 35 11/15/2020 9,972.44 4,948.07 5,024.37 1,479.385.21 36 12/15/2020 9,972.44 4,981.32 5,041.12 1,474,355.09 2020 Totals 119,669.28 60,269.07 59,400.21 37 01/15/2021 9,972.44 4,914.52 5,057.92 1,469.297.17 38 02/15/2021 9,972.44 4,897.66 5,074.78 1,469.297.17 38 02/15/2021 9,972.44 4,880.74 5,091.70 1,459,130.69 40 04/15/2021 9,972.44 4,880.74 5,091.70 1,459,130.69 40 04/15/2021 9,972.44 4,880.77 5,108.67 1,459,130.69 40 04/15/2021 9,972.44 4,880.77 5,108.67 1,459,130.69 40 04/15/2021 9,972.44 4,892.65 5,142.79 1,443,753.34 07/15/2021 9,972.44 4,892.65 5,142.79 1,443,753.34 07/15/2021 9,972.44 4,892.65 5,142.79 1,443,753.34 07/15/2021 9,972.44 4,769.53 1 5,177.13 1,433,416.47 4,991.5/2021 9,972.44 4,769.53 1 5,177.13 1,433,416.47 4,991.5/2021 9,972.44 4,769.74 5,211.70 1,423.010.38 47 11/15/2021 9,972.44 4,769.74 5,211.70 1,423.010.38 47 11/15/2021 9,972.44 4,769.74 5,211.70 1,423.010.38 47 11/15/2021 9,972.44 4,769.74 5,211.70 1,423.010.38 47 11/15/2021 9,972.44 4,769.74 5,211.70 1,423.010.38 47 11/15/2021 9,972.44 4,769.74 5,211.70 1,423.010.38 47 11/15/2021 9,972.44 4,769.74 5,211.70 1,423.010.38 47 11/15/2021 9,972.44 4,769.74 5,211.70 1,423.010.38 47 11/15/2021 9,972.44 4,769.79 5,29.90 7 1,471.781.38 12/15/2021 9,972.44 4,769.79 6,220.29 9,972.44 4,769.90 61,820.28 49 01/15/2022 9,972.44 4,690.90 5,281.54 1,401.988.28 51 03/15/2022 9,972.44 4,690.90 5,281.54 1,401.988.28 51 03/15/2022 9,972.44 4,690.90 5,281.54 1,401.988.28 51 03/15/2022 9,972.44 4,690.90 5,281.54 1,401.988.28 51 03/15/2022 9,972.44 4,690.90 5,281.54 1,401.988.28 51 03/15/2022 9,972.44 4,690.90 5,281.54 1,401.988.28 51 03/15/2022 9,972.44 4,690.90 5,281.54 1,391.373.33 53 05/15/2022 9,972.44 4,690.90 5,281.54 1,391.373.33 53 05/15/2022 9,972.44 4,690.90 5,281.54 1,391.386.098.80 56/15/2022 9,972.44 4,584.39 5,398.05 1,399.28 2,990.05 2,990.05 2,990.05 2,990.05 2,990.05 2,990.05 2,990.05 2,990.05 2,990.05 2,990.05 2,990.05 2,990.05 2,990.05 2,990.05 2,990.05 2,990.05 2,990.05 2,990.05 2,	Date	Payment	Interest	Principal	Balance
35 11/15/2020 9.972.44 4.948.07 5.024.37 1.479.396.21 36 12/15/2020 9.972.44 4.931.32 5.041.12 1.474.355.09 2020 Totals 119.669.28 60.269.07 59.400.21 37 01/15/2021 9.972.44 4.891.65 5.057.92 1.469.297.17 38 02/15/2021 9.972.44 4.890.76 5.074.78 1.464.222.39 39 03/15/2021 9.972.44 4.893.77 5.108.67 1.459.130.69 40 04/15/2021 9.972.44 4.893.77 5.108.67 1.454.022.02 41 05/15/2021 9.972.44 4.893.77 5.108.67 1.454.022.02 41 05/15/2021 9.972.44 4.846.74 5.125.70 1.445.913.69 42 06/15/2021 9.972.44 4.829.65 5.142.79 1.443.753.53 43 07/15/2021 9.972.44 4.829.65 5.142.79 1.443.753.53 43 07/15/2021 9.972.44 4.765.31 5.177.13 1.433.416.47 45 09/15/2021 9.972.44 4.765.31 5.177.13 1.433.416.47 45 09/15/2021 9.972.44 4.760.74 5.211.70 1.423.01.33 47 111/5/2021 9.972.44 4.760.74 5.211.70 1.423.01.34 48 12/15/2021 9.972.44 4.760.74 5.211.70 1.423.01.34 48 12/15/2021 9.972.44 4.760.74 5.211.70 1.423.01.34 48 12/15/2021 9.972.44 4.765.31 5.06.74 5.211.70 1.423.01.34 48 12/15/2021 9.972.44 4.765.94 5.246.50 1.412.534.81 2021 Totals 119.669.28 57.849.00 61.820.28 50 02/15/2022 9.972.44 4.699.90 5.281.54 1.401.989.28 51 03/15/2022 9.972.44 4.699.90 5.281.54 1.401.989.28 51 03/15/2022 9.972.44 4.655.63 5.316.81 1.391.373.33 53 05/15/2022 9.972.44 4.655.63 5.316.81 1.391.373.33 53 05/15/2022 9.972.44 4.655.63 5.316.81 1.391.373.33 53 05/15/2022 9.972.44 4.655.63 5.316.81 1.391.373.33 53 05/15/2022 9.972.44 4.650.29 5.370.15 1.375.316.34 55 07/15/2022 9.972.44 4.650.29 5.370.15 1.375.316.34 55 07/15/2022 9.972.44 4.650.29 5.370.15 1.375.316.34 55 07/15/2022 9.972.44 4.650.29 5.370.15 1.375.316.34 55 07/15/2022 9.972.44 4.650.29 5.370.15 1.375.316.34 55 07/15/2022 9.972.44 4.650.29 5.370.15 1.375.316.34 55 07/15/2022 9.972.44 4.650.29 5.370.15 1.375.316.34 55 07/15/2022 9.972.44 4.630.99 5.281.54 1.396.680.19 5.200.29 5.20	34 10/15/2020	9.972.44	4.964.76	5.007.68	1,484,420,58
36 12/15/2020 9.972.44 4.931.32 5.041.12 1,474,355.09 2020 Totals 119,669.28 60,269.07 59,400.21 19,669.28 60,269.07 59,400.21 19,669.28 60,269.07 59,400.21 19,669.28 60,269.07 59,400.21 19,669.28 60,269.07 59,400.21 1,469,297.17 38 02/15/2021 9.972.44 4.807.66 5,074.78 1,464,222.39 39 03/15/2021 9.972.44 4.807.66 5,074.78 1,464,222.39 40.40 40,45/2021 9.972.44 4.808.74 5,108.67 1,459,130.60 41 05/15/2021 9.972.44 4.808.74 5,125.70 1,448.896.32 42 06/15/2021 9.972.44 4.809.65 5,142.79 1,443,753.34 50/15/2021 9.972.44 4,812.51 5,159.93 1,438,593.60 44 08/15/2021 9.972.44 4,765.31 5,177.13 1,433,416.45 09/15/2021 9.972.44 4,760.74 5,115.99 31 1,438,593.60 44 08/15/2021 9.972.44 4,760.74 5,211.70 1,423,010.38 46 10/15/2021 9.972.44 4,760.74 5,211.70 1,423,010.38 47 11/15/2021 9.972.44 4,760.74 5,211.70 1,423,010.38 47 11/15/2021 9.972.44 4,763.37 5,229.07 1,417,781.34 48 12/15/2021 9.972.44 4,763.37 5,229.07 1,417,781.34 48 12/15/2021 9.972.44 4,763.30 5,291.74 1,417,781.34 50.00 61.820.28 49 01/15/2022 9.972.44 4,609.90 61.820.28 49 01/15/2022 9.972.44 4,609.90 5,281.54 1,401.988.28 51 03/15/2022 9.972.44 4,609.90 5,281.54 1,401.988.28 51 03/15/2022 9.972.44 4,609.90 5,281.54 1,401.988.28 51 03/15/2022 9.972.44 4,609.90 5,281.54 1,401.988.28 51 03/15/2022 9.972.44 4,609.90 5,281.54 1,401.988.28 55 02/15/2022 9.972.44 4,609.90 5,281.54 1,309.680.49 55 07/15/2022 9.972.44 4,602.01 5,334.53 1,386.038.80 54 06/15/2022 9.972.44 4,602.01 5,334.53 1,386.038.80 54 06/15/2022 9.972.44 4,508.43 5,406.01 1,364.522.28 57 09/15/2022 9.972.44 4,508.43 5,406.01 1,364.522.28 57 09/15/2022 9.972.44 4,508.43 5,406.01 1,364.522.28 57 09/15/2022 9.972.44 4,508.43 5,406.01 1,365.928 57 09/15/2022 9.972.44 4,508.43 5,406.01 1,366.938 00 1,36		·	•		
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45 09/15/2021 9,972.44 4,778.05 5,194.39 1,428,222.08 46 10/15/2021 9,972.44 4,760.74 5,211.70 1,423,010.38 47 11/15/2021 9,972.44 4,743.37 5,229.07 1,417,781.31 48 12/15/2021 9,972.44 4,725.94 5,246.50 1,412,534.81 2021 Totals 119,669.28 57,849.00 61,820.28 49 01/15/2022 9,972.44 4,690.90 5,281.54 1,401,989.28 50 02/15/2022 9,972.44 4,690.90 5,281.54 1,401,989.28 51 03/15/2022 9,972.44 4,673.30 5,299.14 1,396,690.14 52 04/15/2022 9,972.44 4,673.30 5,299.14 1,396,690.14 52 04/15/2022 9,972.44 4,637.91 5,334.53 1,386,038.80 54 06/15/2022 9,972.44 4,602.29 5,370.15 1,375,316.34 55 07/15/2022 9,972.44 4,602.29 5,370.15 1,375,316.34 56 06/15/2022 9,972.44 4,602.29 5,370.15 1,375,316.34 56 06/15/2022 9,972.44 4,584.39 5,388.05 1,369,928.29 57 09/15/2022 9,972.44 4,584.39 5,388.05 1,369,928.29 57 09/15/2022 9,972.44 4,584.39 5,388.05 1,369,928.29 57 09/15/2022 9,972.44 4,584.39 5,388.05 1,369,928.29 57 09/15/2022 9,972.44 4,584.39 5,388.05 1,369,928.29 57 09/15/2022 9,972.44 4,584.39 5,388.05 1,369,928.29 57 09/15/2022 9,972.44 4,584.31 5,424.03 1,359,098.25 59 11/15/2022 9,972.44 4,548.41 5,424.03 1,359,098.25 59 11/15/2022 9,972.44 4,548.41 5,424.03 1,359,098.25 59 11/15/2022 9,972.44 4,514.91 5,460.25 1,348,195.89 2022 Totals 119,669.28 55,330.36 64,338.92 66 06/15/2023 9,972.44 4,475.72 5,496.72 1,337,220.72 63 03/15/2023 9,972.44 4,457.40 5,515.04 1,331,705.68 64 04/15/2023 9,972.44 4,457.40 5,515.04 1,331,705.68 64 04/15/2023 9,972.44 4,457.40 5,515.04 1,331,705.68 64 04/15/2023 9,972.44 4,457.40 5,515.04 1,331,705.68 64 04/15/2023 9,972.44 4,457.40 5,515.04 1,331,705.68 64 04/15/2023 9,972.44 4,457.40 5,515.04 1,331,705.68 64 04/15/2023 9,972.44 4,457.40 5,515.04 1,331,705.68 64 04/15/2023 9,972.44 4,457.40 5,515.04 1,331,705.68 64 04/15/2023 9,972.44 4,402.07 5,570.37 1,315,050.02 67 07/15/2023 9,972.44 4,384.87 5,607.57 1,303,853.51 69 09/15/2023 9,972.44 4,384.87 5,607.57 1,303,853.51 69 09/15/2023 9,972.44 4,384.87 5,607.57 1,303,853.51 69 09/15/2023 9,972.44 4,384.87 5,607.57 1,303,853.51 69 09/15/2023 9,	43 07/15/2021	9,972.44	4,812.51	5,159.93	1,438,593.60
46 10/15/2021 9,972.44 4,760.74 5,211.70 1,423,010.38 47 11/15/2021 9,972.44 4,725.94 5,226.50 1,417,781.31 48 12/15/2021 9,972.44 4,725.94 5,226.50 1,412,534.81 2021 Totals 119,669.28 57,849.00 61,820.28 49 01/15/2022 9,972.44 4,690.90 5,281.54 1,401,989.28 51 03/15/2022 9,972.44 4,690.90 5,281.54 1,401,989.28 51 03/15/2022 9,972.44 4,655.63 5,316.81 1,391,373.33 53 05/15/2022 9,972.44 4,637.30 5,299.14 1,396.690.14 52 04/15/2022 9,972.44 4,637.91 5,334.53 1,386,038.80 54 06/15/2022 9,972.44 4,637.91 5,334.53 1,386,038.80 54 06/15/2022 9,972.44 4,602.29 5,370.15 1,375,316.34 56 08/15/2022 9,972.44 4,584.39 5,388.05 1,369.928.29 57 09/15/2022 9,972.44 4,566.43 5,406.01 1,364,522.28 58 10/15/2022 9,972.44 4,566.43 5,406.01 1,364,522.28 58 10/15/2022 9,972.44 4,584.41 5,424.03 1,359,098.25 59 11/15/2022 9,972.44 4,584.41 5,424.03 1,359,098.25 59 11/15/2022 9,972.44 4,584.41 5,424.03 1,359,098.25 59 11/15/2022 9,972.44 4,584.41 5,424.03 1,359,098.25 59 11/15/2022 9,972.44 4,584.41 5,424.03 1,359,098.25 59 11/15/2022 9,972.44 4,584.41 5,424.03 1,359,098.25 59 11/15/2022 9,972.44 4,512.19 5,460.25 1,348,195.89 2022 Totals 119,669.28 55,330.36 64,338.92 61 01/15/2023 9,972.44 4,475.72 5,486.72 1,337,220.72 63 03/15/2023 9,972.44 4,475.72 5,486.72 1,337,207.72 63 03/15/2023 9,972.44 4,457.40 5,515.04 1,331,705.68 64 04/15/2023 9,972.44 4,457.40 5,515.04 1,331,705.68 64 04/15/2023 9,972.44 4,457.40 5,515.04 1,331,705.68 65 05/15/2023 9,972.44 4,402.07 5,570.37 1,315,050.02 67 07/15/2023 9,972.44 4,384.87 5,607.57 1,303,853.51 69 09/15/2023 9,972.44 4,364.87 5,607.57 1,303,853.51 69 09/15/2023 9,972.44 4,364.87 5,607.57 1,303,853.51 69 09/15/2023 9,972.44 4,364.87 5,607.57 1,303,853.51 69 09/15/2023 9,972.44 4,364.87 5,607.57 1,303,853.51 69 09/15/2023 9,972.44 4,364.87 5,607.57 1,303,853.51 69 09/15/2023 9,972.44 4,364.87 5,607.57 1,303,853.51 69 09/15/2023 9,972.44 4,364.87 5,607.57 1,303,853.51 69 09/15/2023 9,972.44 4,364.87 5,607.57 1,303,853.51 69 09/15/2023 9,972.44 4,364.87 5,606.20 1,292,552.23 71 11/15/2024 9,	44 08/15/2021	9,972.44	4,795.31	5,177.13	1,433,416.47
46 10/15/2021 9,972.44 4,760.74 5,211.70 1,423,010.38 47 11/15/2021 9,972.44 4,725.94 5,246.50 1,417,781.31 48 12/15/2021 9,972.44 4,725.94 5,246.50 1,412,534.81 2021 Totals 119,669.28 57,849.00 61,820.28 49 01/15/2022 9,972.44 4,690.90 5,281.54 1,401,989.28 51 03/15/2022 9,972.44 4,690.90 5,281.54 1,401,989.28 51 03/15/2022 9,972.44 4,690.90 5,281.54 1,396.690.14 52 04/15/2022 9,972.44 4,655.63 5,316.81 1,391,373.33 53 05/15/2022 9,972.44 4,637.91 5,334.53 1,386,038.80 54 06/15/2022 9,972.44 4,637.91 5,334.53 1,386,038.80 54 06/15/2022 9,972.44 4,620.13 5,352.31 1,380,686.49 55 07/15/2022 9,972.44 4,584.39 5,388.05 1,369.928.29 57 09/15/2022 9,972.44 4,584.39 5,388.05 1,369.928.29 57 09/15/2022 9,972.44 4,566.43 5,406.01 1,364,522.28 58 10/15/2022 9,972.44 4,566.43 5,406.01 1,364,522.28 58 10/15/2022 9,972.44 4,584.41 5,424.03 1,359.098.25 59 11/15/2022 9,972.44 4,584.41 5,424.03 1,359.098.25 59 11/15/2022 9,972.44 4,584.41 5,424.03 1,359.098.25 59 11/15/2022 9,972.44 4,584.41 5,424.03 1,359.098.25 59 11/15/2022 9,972.44 4,584.41 5,424.03 1,359.098.25 59 11/15/2022 9,972.44 4,512.19 5,460.25 1,348,195.89 2022 Totals 119,669.28 55,330.36 64,338.92 61 01/15/2023 9,972.44 4,475.72 5,486.72 1,337,220.72 63 03/15/2023 9,972.44 4,475.72 5,486.72 1,337,207.72 63 03/15/2023 9,972.44 4,457.40 5,515.04 1,331,705.68 64 04/15/2023 9,972.44 4,457.40 5,515.04 1,331,705.68 64 04/15/2023 9,972.44 4,450.57 5,551.87 1,320,620.39 66 06/15/2023 9,972.44 4,384.87 5,607.57 1,315,050.02 67 07/15/2023 9,972.44 4,364.87 5,607.57 1,315,050.02 67 07/15/2023 9,972.44 4,364.87 5,607.57 1,303,853.51 69 09/15/2023 9,972.44 4,364.87 5,662.62 1,298,227.25 70 10/15/2023 9,972.44 4,364.87 5,663.83 1,286,172.26 65 05/15/2023 9,972.44 4,364.87 5,663.83 1,286,172.26 65 05/15/2023 9,972.44 4,364.87 5,665.62 1,298,227.25 70 10/15/2023 9,972.44 4,364.87 5,665.62 1,298,227.25 70 10/15/2023 9,972.44 4,364.87 5,665.63 83 1,286,918.40 72 12/15/2023 9,972.44 4,364.87 5,665.63 83 1,286,918.40 72 12/15/2023 9,972.44 4,289.73 5,682.71 1,281,235.69 2023 Total	45 09/15/2021	9,972.44	4,778.05	5,194.39	1,428,222.08
48 12/15/2021 9,972.44 4,725.94 5,246.50 1,412,534.81 2021 Totals 119,669.28 57,849.00 61,820.28 1,407,270.82 49 01/15/2022 9,972.44 4,690.90 5,281.54 1,401,989.28 51 03/15/2022 9,972.44 4,673.30 5,299.14 1,396,690.14 52 04/15/2022 9,972.44 4,655.63 5,316.81 1,391,373.33 53 05/15/2022 9,972.44 4,655.63 5,316.81 1,391,373.33 53 05/15/2022 9,972.44 4,620.13 5,352.31 1,386,638.80 54 06/15/2022 9,972.44 4,602.29 5,370.15 1,375,316.34 55 07/15/2022 9,972.44 4,602.29 5,370.15 1,375,316.34 56 08/15/2022 9,972.44 4,584.39 5,388.05 1,369,928.29 57 09/15/2022 9,972.44 4,584.39 5,388.05 1,369,928.29 57 09/15/2022 9,972.44 4,566.43 5,406.01 1,364,522.28 58 10/15/2022 9,972.44 4,566.43 5,406.01 1,364,522.28 58 10/15/2022 9,972.44 4,566.43 5,402.01 1,369,928.29 59 11/15/2022 9,972.44 4,580.33 5,442.11 1,355,656.14 60 12/15/2022 9,972.44 4,512.19 5,460.25 1,348,195.89 2022 Totals 119,669.28 55,330.36 64,338.92 119,669.28 55,330.36 64,338.92 119,669.28 55,330.36 64,338.92 119,669.28 55,330.36 64,338.92 119,669.28 55,330.36 64,338.92 119,669.28 55,330.36 64,338.92 119,669.28 55,330.36 64,338.92 119,669.28 57,000.00 5,515.04 1,331,705.68 64 04/15/2023 9,972.44 4,475.72 5,496.72 1,337,220.72 63 03/15/2023 9,972.44 4,457.40 5,515.04 1,331,705.68 64 04/15/2023 9,972.44 4,457.40 5,515.04 1,331,705.68 64 04/15/2023 9,972.44 4,457.40 5,515.04 1,331,705.68 64 04/15/2023 9,972.44 4,420.57 5,551.87 1,320,620.39 66 06/15/2023 9,972.44 4,420.57 5,551.87 1,320,620.39 66 06/15/2023 9,972.44 4,420.07 5,570.37 1,315,050.02 67 07/15/2023 9,972.44 4,384.87 5,607.57 1,331,705.68 68 08/15/2023 9,972.44 4,384.87 5,607.57 1,331,050.02 70 10/15/2023 9,972.44 4,384.87 5,607.57 1,303,853.51 69 09/15/2023 9,972.44 4,384.87 5,607.57 1,303,853.51 69 09/15/2023 9,972.44 4,384.87 5,607.57 1,303,853.51 69 09/15/2023 9,972.44 4,384.87 5,607.57 1,303,853.51 69 09/15/2023 9,972.44 4,384.87 5,607.57 1,303,853.51 69 09/15/2023 9,972.44 4,386.61 5,663.83 1,286,918.40 72 12/15/2023 9,972.44 4,289.73 5,682.71 1,281,235.69 2023 Totals 119,669.28 52,709.08 66,960.20	46 10/15/2021	9,972.44	4,760.74	5,211.70	1,423,010.38
2021 Totals			4,743.37	5,229.07	1,417,781.31
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69 09/15/2023 9,972.44 4,346.18 5,626.26 1,298,227.25 70 10/15/2023 9,972.44 4,327.42 5,645.02 1,292,582.23 71 11/15/2023 9,972.44 4,308.61 5,663.83 1,286,918.40 72 12/15/2023 9,972.44 4,289.73 5,682.71 1,281,235.69 2023 Totals 119,669.28 52,709.08 66,960.20 73 01/15/2024 9,972.44 4,270.79 5,701.65 1,275,534.04 74 02/15/2024 9,972.44 4,251.78 5,720.66 1,269,813.38 75 03/15/2024 9,972.44 4,232.71 5,739.73 1,264,073.65			•		
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74 02/15/2024 9,972.44 4,251.78 5,720.66 1,269,813.38 75 03/15/2024 9,972.44 4,232.71 5,739.73 1,264,073.65	2023 Totals	119,669.28	52,709.08	66,960.20	
74 02/15/2024 9,972.44 4,251.78 5,720.66 1,269,813.38 75 03/15/2024 9,972.44 4,232.71 5,739.73 1,264,073.65	73 01/15/2024	9,972.44	4,270.79	5,701.65	1,275,534.04
75 03/15/2024 9,972.44 4,232.71 5,739.73 1,264,073.65		<u>-</u>			1,269,813.38
· · · · · · · · · · · · · · · · · · ·				•	1,264,073.65
	76 04/15/2024	9,972.44	4,213.58	5,758.86	1,258,314.79

Date	Payment	Interest	Principal	Balance
77 05/15/2024	9,972.44	4,194.38	5,778.06	1,252,536.73
78 06/15/2024	9,972.44	4,175.12	5,797.32	1,246,739.41
79 07/15/2024	9,972.44	4,155.80	5,816.64	1,240,922.77
80 08/15/2024	9,972.44	4,136.41	5,836.03	1,235,086.74
81 09/15/2024	9,972.44	4,116.96	5,855.48	1,229,231.26
82 10/15/2024	9,972.44	4,097.44	5,875.00	1,223,356.26
83 11/15/2024	9,972.44	4,077.85	5,894.59	1,217,461.67
84 12/15/2024	9,972.44	4,058.21	5,914.23	1,211,547.44
2024 Totals	119,669.28	49,981.03	69,688.25	1,211,047.44
85 01/15/2025	9,972.44	4,038.49	5,933.95	1,205,613.49
86 02/15/2025	9,972.44	4,018.71	5,953.73	1,199,659.76
87 03/15/2025	9,972.44	3,998.87	5,973.57	1,193,686.19
88 04/15/2025	9,972.44	3,978.95	5,993.49	1,187,692.70
89 05/15/2025	9,972.44	3,958.98	6,013.46	1,181,679.24
90 06/15/2025	9,972.44	3,938.93	6,033.51	1,175,645.73
91 07/15/2025	9,972.44	3,918.82	6,053.62	1,169,592.11
92 08/15/2025	9,972.44	3,898.64	6,073.80	1,163,518.31
93 09/15/2025	9,972.44	3,878.39	6,094.05	1,157,424.26
94 10/15/2025	9,972.44	3,858.08	6,114.36	1,151,309.90
95 11/15/2025	9,972.44	3,837.70	6,134.74	1,145,175.16
96 12/15/2025	9,972.44	3,817.25	6,155.19	1,139,019.97
2025 Totals	119,669.28	47,141.81	72,527.47	1,100,010.01
97 01/15/2026	9,972.44	3,796.73	6,175.71	1,132,844.26
98 02/15/2026	9,972. 44 9,972.44	3,796.15	6,196.29	1,126,647.97
99 03/15/2026	9,972.44 9,972.44	3,775.15 3,755.49	6,190.29 6,216.95	1,120,431.02
100 04/15/2026	9,972.44 9,972.44	3,735.4 9 3,734.77	6,237.67	1,114,193.35
101 05/15/2026	9,972.44 9,972.44	3,734.77 3,713.98	6,258.46	1,114,193.33
102 06/15/2026	9,972.44	3,693.12	6,279.32	1,101,655.57
103 07/15/2026	9,972.44 9,972.44	3,693.12 3,672.19	6,300.25	1,095,355.32
104 08/15/2026	9,972.44	3,651.18	6,321.26	1,089,034.06
105 09/15/2026	9,972.44	3,630.11	6,342.33	1,082,691.73
106 10/15/2026	9,972.44	3,608.97	6,363.47	1,076,328.26
107 11/15/2026	9,972.44	3,587.76	6,384.68	1,069,943.58
108 12/15/2026	9,972.44	3,566.48	6,405.96	1,063,537.62
2026 Totals	119,669.28	44,186.93	75,482.35	1,000,007.02
109 01/15/2027	9,972.44	3,545.13	6,427.31	1,057,110.31
110 02/15/2027	9,972.44	3,523.70	6,448.74	1,050,661.57
111 03/15/2027	9,972.44	3,502.21	6,470.23	1,044,191.34
112 04/15/2027	9,972.44	3,480.64	6,491.80	1,037,699.54
113 05/15/2027	9,972.44	3,459.00	6,513.44	1,037,099.34
114 06/15/2027	9,972.44	3,437.29	6,535.15	1,024,650.95
115 07/15/2027	9,972.44	3,415.50	6,556.94	1,018,094.01
116 08/15/2027	9,972.44	3,393.65	6,578.79	1,011,515.22
117 09/15/2027	9,972.44	3,371.72	6,600.72	1,004,914.50
118 10/15/2027	9,972.44	3,349.72	6,622.72	998,291.78
119 11/15/2027	9,972.44	3,327.64	6,644.80	991,646.98
120 12/15/2027	9,972.44	3,305.49	6,666.95	984,980.03
2027 Totals	119,669.28	41,111.69	78,557.59	

Date	Payment	Interest	Principal	Balance
121 01/15/2028	9,972.44	3,283.27	6,689.17	978,290.86
122 02/15/2028	9,972.44	3,260.97	6,711.47	971,579.39
123 03/15/2028	9,972.44	3,238.60	6,733.84	964,845.55
124 04/15/2028	9,972.44	3,216.15	6,756.29	958,089.26
125 05/15/2028	9,972.44	3,193.63	6,778.81	951,310.45
126 06/15/2028	9,972.44	3,171.03	6,801.41	944,509.04
127 07/15/2028	9,972.44	3,148.36	6,824.08	937,684.96
128 08/15/2028	9,972.44	3,125.62	6,846.82	930,838.14
129 09/15/2028	9,972.44	3,102.79	6,869.65	923,968.49
130 10/15/2028	9,972.44	3,079.89	6,892.55	917,075.94
131 11/15/2028	9,972.44	3,056.92	6,915.52	910,160.42
132 12/15/2028	9,972.44	3,033.87	6,938.57	903,221.85
2028 Totals	119,669.28	37,911.10	81,758.18	
1010 / 010.0	1,0,000.20		- · · · · · · · · · · · · · · · · · · ·	
133 01/15/2029	9,972.44	3,010.74	6,961.70	896,260.15
134 02/15/2029	9,972.44	2,987.53	6,984.91	889,275.24
135 03/15/2029	9,972.44	2,964.25	7,008.19	882,267.05
136 04/15/2029	9,972.44	2,940.89	7,031.55	875,235.50
137 05/15/2029	9,972.44	2,917.45	7,054.99	868,180.51
138 06/15/2029	9,972.44	2,893.94	7,078.50	861,102.01
139 07/15/2029	9,972.44	2,870.34	7,102.10	853,999.91
140 08/15/2029	9,972.44	2,846.67	7,125.77	846,874.14
141 09/15/2029	9,972.44	2,822.91	7,149.53	839,724.61
142 10/15/2029	9,972.44	2,799.08	7,173.36	832,551.25
143 11/15/2029	9,972.44	2,775.17	7,197.27	825,353.98
144 12/15/2029	9,972.44	2,751.18	7,221.26	818,132.72
2029 Totals	119,669.28	34,580.15	85,089.13	
		0 1,000	00,000	
145 01/15/2030	9,972.44	2,727.11	7,245.33	810,887.39
146 02/15/2030	9,972.44	2,702.96	7,269.48	803,617.91
147 03/15/2030	9,972.44	2,678.73	7,293.71	796,324.20
148 04/15/2030	9,972.44	2,654.41	7,318.03	789,006.17
149 05/15/2030	9,972.44	2,630.02	7,342.42	781,663.75
150 06/15/2030	9,972.44	2,605.55	7,366.89	774,296.86
151 07/15/2030	9,972.44	2,580.99	7,391.45	766,905.41
152 08/15/2030	9,972.44	2,556.35	7,416.09	759,489.32
153 09/15/2030	9,972.44	2,531.63	7,440.81	752,048.51
154 10/15/2030	9,972.44	2,506.83	7,465.61	744,582.90
155 11/15/2030	9,972.44	2,481.94	7,490.50	737,092.40
156 12/15/2030	9,972,44	2,456.97	7,515.47	729,576.93
2030 Totals	119,669.28	31,113.49	88,555.79	·
157 01/15/2031	9,972.44	2,431.92	7,540.52	722,036.41
158 02/15/2031	9,972.44	2,406.79	7,565.65	714,470.76
159 03/15/2031	9,972.44	2,381.57	7,590.87	706,879.89
160 04/15/2031	9,972.44	2,356.27	7,616.17	699,263.72
161 05/15/2031	9,972.44	2,330.88	7,641.56	691,622.16
162 06/15/2031	9,972.44	2,305.41	7,667.03	683,955.13
163 07/15/2031	9,972.44	2,279.85	7,692.59	676,262.54
164 08/15/2031	9,972.44	2,254.21	7,718.23	668,544.31
165 09/15/2031	9,972.44	2,228.48	7,743.96	660,800.35

Date	Payment	Interest	Principal	Balance
166 10/15/2031	9,972.44	2,202.67	7,769.77	653,030.58
167 11/15/2031	9,972.44	2,176.77	7,795.67	645,234.91
168 12/15/2031	9,972.44	2,150.78	7,821.66	637,413.25
2031 Totals	119,669.28	27,505.60	92,163.68	007,110.20
2001 10(2.0	7.10,000.20	2.,000.00	02, 100.02	
169 01/15/2032	9,972.44	2,124.71	7,847.73	629,565.52
170 02/15/2032	9,972.44	2,098.55	7,873.89	621,691.63
171 03/15/2032	9,972.44	2,072.31	7,900.13	613,791.50
172 04/15/2032	9,972.44	2,045.97	7,926.47	605,865.03
173 05/15/2032	9,972.44	2,019.55	7,952.89	597,912.14
174 06/15/2032	9,972.44	1,993.04	7,979.40	589,932.74
175 07/15/2032	9,972.44	1,966.44	8,006.00	581,926.74
176 08/15/2032	9,972.44	1,939.76	8,032.68	573,894.06
177 09/15/2032	9,972.44	1,912.98	8,059.46	565,834.60
178 10/15/2032	9,972.44	1,886.12	8,086.32	557,748.28
179 11/15/2032	9,972.44	1,859.16	8,113.28	549,635.00
180 12/15/2032	9,972.44	1,832.12	8,140.32	541,494.68
2032 Totals	119,669.28	23,750.71	95,918.57	
181 01/15/2033	9,972.44	1,804.98	8,167.46	533,327.22
182 02/15/2033	9,972.44	1,777.76	8,194.68	525,132.54
183 03/15/2033	9,972.44	1,750.44	8,222.00	516,910.54
184 04/15/2033	9,972.44	1,723.04	8,249.40	508,661.14
185 05/15/2033	9,972.44	1,695.54	8,276.90	500,384.24
186 06/15/2033	9,972.44	1,667.95	8,304.49	492,079.75
187 07/15/2033	9,972.44	1,640.27	8,332.17	483,747.58
188 08/15/2033	9,972.44	1,612.49	8,359.95	475,387.63
189 09/15/2033	9,972.44	1,584.63	8,387.81	466,999.82
190 10/15/2033	9,972.44	1,556.67	8,415.77	458,584.05
191 11/15/2033	9,972.44	1,528.61	8,443.83	450,140.22
192 12/15/2033	9,972.44	1,500.47	8,471.97	441,668.25
2033 Totals	119,669.28	19,842.85	99,826.43	
193 01/15/2034	9,972.44	1,472.23	8,500.21	433,168.04
194 02/15/2034	9,972.44	1,443.89	8,528.55	424,639.49
195 03/15/2034	9,972.44	1,415.46	8,556.98	416,082.51
196 04/15/2034	9,972.44	1,386.94	8,585.50	407,497.01
197 05/15/2034	9,972.44	1,358.32	8,614.12	398,882.89
198 06/15/2034	9,972.44	1,329.61	8,642.83	390,240.06
199 07/15/2034	9,972.44	1,300.80	8,671.64	381,568.42
200 08/15/2034	9,972.44	1,271.89	8,700.55	372,867.87
201 09/15/2034	9,972.44	1,242.89	8,729.55	364,138.32
202 10/15/2034	9,972.44	1,213.79	8,758.65	355,379.67
203 11/15/2034	9,972.44	1,184.60	8,787.84	346,591.83
204 12/15/2034	9,972.44	1,155.31	8,817.13	337,774.70
2034 Totals	119,669.28	15,775.73	103,893.55	
205 01/15/2035	9,972.44	1,125.92	8,846.52	328,928.18
206 02/15/2035	9,972.44	1,096.43	8,876.01	320,052.17
207 03/15/2035	9,972.44	1,066.84	8,905.60	311,146.57
208 04/15/2035	9,972.44	1,037.16	8,935.28	302,211.29

Date	Payment	Interest	Principal	Balance
209 05/15/2035	9,972.44	1,007.37	8,965.07	293,246.22
210 06/15/2035	9,972.44	977.49	8,994.95	284,251.27
211 07/15/2035	9,972.44	947.50	9,024,94	275,226.33
212 08/15/2035	9,972.44	917.42	9,055.02	266,171.31
213 09/15/2035	9,972.44	887.24	9,085.20	257,086.11
214 10/15/2035	9,972.44	856.95	9,115.49	247,970.62
215 11/15/2035	9,972.44	826.57	9,145.87	238,824.75
216 12/15/2035	9,972.44	796.08	9,176.36	229,648.39
2035 Totals	119,669.28	11,542.97	108,126.31	·
217 01/15/2036	9,972.44	765.49	9,206.95	220,441.44
218 02/15/2036	9,972.44	734.80	9,237.64	211,203.80
219 03/15/2036	9,972.44	704.01	9,268.43	201,935.37
220 04/15/2036	9,972.44	673.12	9,299.32	192,636.05
221 05/15/2036	9,972.44	642.12	9,330.32	183,305.73
222 06/15/2036	9,972.44	611.02	9,361.42	173,944.31
223 07/15/2036	9,972.44	579.81	9,392.63	164,551.68
224 08/15/2036	9,972.44	548.51	9,423.93	155,127.75
225 09/15/2036	9,972.44	517.09	9,455.35	145,672.40
226 10/15/2036	9,972.44	485.57	9,486.87	136,185.53
227 11/15/2036	9,972.44	453.95	9,518.49	126,667.04
228 12/15/2036	9,972.44	422.22	9,550.22	117,116.82
2036 Totals	119,669.28	7,137.71	112,531.57	
229 01/15/2037	9,972.44	390.39	9,582.05	107,534.77
230 02/15/2037	9,972.44	358.45	9,613.99	97,920.78
231 03/15/2037	9,972.44	326.40	9,646.04	88,274.74
232 04/15/2037	9,972.44	294.25	9,678.19	78,596.55
233 05/15/2037	9,972.44	261.99	9,710.45	68,886.10
234 06/15/2037	9,972.44	229.62	9,742.82	59,143.28
235 07/15/2037	9,972.44	197.14	9,775.30	49,367.98
236 08/15/2037	9,972.44	164.56	9,807.88	39,560.10
237 09/15/2037	9,972.44	131.87	9,840.57	29,719.53
238 10/15/2037	9,972.44	99.07	9,873.37	19,846.16
239 11/15/2037	9,972.44	66.15	9,906.29	9,939.87
240 12/15/2037	9,972.44	32.57	9,939.87	0.00
2037 Totals	119,669.28	2,552.46	117,116.82	
Grand Totals	2,393,385.60	744,758.58	1,648,627.02	

Last interest amount decreased by 0.56 due to rounding.