

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA

Regular Meeting
5:00 p.m. Monday, August 17, 2020

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

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

A. Present Years of Service Awards to City of Deadwood employees.

6. **CONSENT AGENDA**

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

- A. Permission to purchase 5500 gallons of gas at \$1.85 per gallon from Southside Oil.
- B. Acknowledge grant proceeds of \$5000 from Black Hills Energy to be used for Recreation programming and equipment.
- C. Permission to approve updated job description for Library Assistant I. (pg 29)
- D. Permission to update part-time wage scale to include Library Assistant I, Library Assistant II and Library Page. (pg 31)
- E. Permission to hire Reece Beck as Trolley driver at \$12.73 per hour effective August 21, 2020 pending pre-employment screening.
- F. Allow use of public property at Event Complex on Saturday, August 22 through Tuesday, August 25 for Steer Roping Event. (pg 32)
- G. Permission to obtain quotes for Noxious Weed Spraying in Zones 1-4 of Whitewood Creek.

7. **BID ITEMS**

- A. Accept low bid for Retaining Wall at 30 Adams from RCS Construction in the amount of \$127,800.00 and reject Alternates #1 and #2 per owner's request, and allow Mayor to sign contract. (pg 35)

8. **PUBLIC HEARINGS**

- A. Hold public hearing for City's intention to lease a portion of public sidewalk (approximately 884 square feet) along Deadwood Street and adjacent to the structure located at 685 Main Street. (pg 36)
- B. Hold public hearing for Deadwood Jam activities: street closure on Deadwood Street, open container in zones 1 and 2, special malt beverage license (Deadwood Jam Committee), waiver of banner and vending fees on September 18 and 19, 2020. (pg 37)
- C. ~~Hold public hearing for Gold Camp Jubilee Parade: street closure Monday, September 7, 2020. - - - -~~

- D. Hold public hearing for consumption of beer/wine at Gordon Park for Neighborhood Block Club from 4:00 p.m. to 6:00 p.m. on Sunday, September 13, 2020. (pg 41)

9. OLD BUSINESS

10. NEW BUSINESS

- A. Permission to obtain quotes to repair five valves at the intersection of Shine/Deadwood and Main Street. City Staff will remove and re-install the brick portion of the street.
- B. Make 2020 budgeted allocation to Twin City Animal Shelter in the amount of \$3250.00 for Spay and Neuter funds. (Budgeted in Police Professional Services.)(pg 42)
- C. Permission to pay Deadwood Electric \$2,664.88 for material and Labor to conduct electrical work in and around the Deadwood Event Complex. (pg 43)
- D. Permission to enter into a Lease to Purchase agreement with CapFirst Equipment Finance Inc. for a 2020 Caterpillar 906M Wheel Loader. Lease includes Loader, Snow blower, and two attachments. First payment of \$13,365.43 due on 8/15/2021. (To be paid from the Parks equipment budget.)(pg 44)
- E. Permission to purchase storage unit for Fire Department's personal protective equipment from Gear Grid at a cost not to exceed \$7,100.00 plus freight. (Budgeted item in Fire Dept. Equipment.)(pg 74)
- F. Permission to purchase a PPE extractor/washer from M&T Fire Equipment at cost not to exceed \$5,500.00 including freight. (Budgeted item in Fire Dept. Equipment.)(pg 75)
- G. Approve Resolution 2020-19 Creating Tax Incremental District #13(pg 76)
- H. Approve Resolution 2020-20 Approving Project Plan for Tax Increment District #13 (Project Plan approved by Planning & Zoning-August 5, 2020)(pg 79)
- I. Allow Mayor to sign contract for private development by WJP Holdings, LLC for Tax Increment District #13(pg 122)

11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

- A. Forward into Light Campaign August 26th – 100th Anniversary of the 19th Amendment and women's constitutional right to vote. Buildings and Landmarks across the country will be light up in purple and gold. (pg 139)
- B. A quorum of Historic Preservation and City Commissioners may be present at the South Dakota State Historical Society Board Meeting in Pierre scheduled for Friday, September 11, 2020.

12. EXECUTIVE SESSION

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

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

13. ADJOURNMENT

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/6055782082?pwd=Z1QrRXhXaXp4eStPSjg2YjVTN>

UtZQT09

Meeting ID: 605 578 2082 Password: 1876

One tap mobile 669-900-9128

Please practice the CDC's social distancing recommendations.
Please be considerate of others and if you no longer have business activities during the meeting, do not feel obligated to remain.

Masks are currently required to be worn while in City Hall.

REGULAR MEETING, AUGUST 3, 2020

The Regular Session of the Deadwood City Commission convened on Monday, August 3, 2020 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners Michael Johnson, Sharon Martinisko, Charlie Struble and Gary Todd. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Struble moved, Martinisko seconded to approve the minutes of August 3, 2020 as amended. Roll Call: Aye-All. Motion carried.

JULY, 2020 PAYROLL: COMMISSION, \$4,096.14; FINANCE, \$28,895.51; PUBLIC BUILDINGS, \$15,730.11; POLICE, \$104,476.64; FIRE, \$8,519.40; BUILDING INSPECTION, \$6,523.16; STREETS, \$44,810.52; PARKS, \$50,233.97; PLANNING & ZONING, \$6,627.12; LIBRARY, \$6,492.36; RECREATION CENTER, \$38,363.23; HISTORIC PRESERVATION, \$26,610.64; WATER, \$23,224.74; MT. MORIAH, \$1,646.88; PARKING METER, \$12,571.27; TROLLEY, \$33,870.69; PARKING RAMP, \$3,090.63. **PAYROLL TOTAL: \$415,783.01.**

JULY, 2020 PAYROLL PAYMENTS:

Internal Revenue Service, \$98,330.65; S.D. Retirement System, \$43,640.06; Delta Dental, \$4,292.95.

APPROVAL OF DISBURSEMENTS

Martinisko moved, Johnson seconded to approve the August 3, 2020 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	376.62
ABSOLUTE LOG HOMES	SUPPLIES	438.45
ACE HARDWARE	SUPPLIES	94.94
ACE INDUSTRIAL SUPPLY	SUPPLIES	2,432.03
ALSCO	SUPPLIES	421.97
AMANO MCGANN	SUPPLIES	622.16
AMAZON CAPITAL SERVICES	BOOKS	76.67
ASSOCIATION FOR RURAL	MEMBERSHIP	49.00
ATCO INTERNATIONAL	SUPPLIES	316.00
BDTAID	PROJECT	1,225.00
BH ENERGY	SERVICE	27,805.14
BH MINING MUSEUM	GRANT	3,631.27
BOMGAARS	SUPPLIES	935.05
BRANDON INDUSTRIES	SUPPLIES	1,767.00
CARTER FMX	BID #8	21,000.00
CENTURY BUSINESS PRODUCTS	CONTRACT	243.33
CHAINSAW CENTER	SUPPLIES	555.31
CITY OF LEAD	GRANT	10,000.00
CORE & MAIN	SUPPLIES	420.85
CRAMER MARKETING	SUPPLIES	256.81
DAKOTA KUSTOM COATINGS	SERVICE	694.50
DAKOTA LUMBER	PROJECT	7,421.12
DAKOTA TITLE	SERVICE	120.00
DAYS OF '76	ALLOCATION	10,000.00
DEADWOOD ALIVE	JULY	20,000.00
DEADWOOD CHAMBER	BID #8	15,000.00
DEADWOOD ELECTRIC	SERVICE	3,408.37
DEADWOOD HISTORY	SERVICE	122.50
EB COMMUNICATIONS	REPAIR	112.00
EBSCO	SUBSCRIPTION	1,117.15
ECOLAB	SERVICE	266.80
EPCO ENVIRONMENTAL PRODUCT	SUPPLIES	74.92
FIRST INTERSTATE BANK	TIF	1,266.04
FLOYD, LAURA	PROJECT	3,600.00
GALLS	SUPPLIES	28.83
GRIMM'S PUMP	SUPPLIES	356.40
HAWKINS	SUPPLIES	1,031.60
HEIMAN FIRE EQUIPMENT	SUPPLIES	3,273.20
HILLYARD	SUPPLIES	800.00
HOMETOWN MANUFACTURING	SUPPLIES	1,528.35
IDENTISYS	SUPPLIES	600.00
IRON RANGERS	SHIPPING	21.00
JACOBS WELDING	SERVICE	7,988.96
JACOBS, SCOTT	PROJECT	133,252.42
JANKE AND SONS TRUCKING	SERVICE	884.29
KNECHT	PROJECT	945.97
LAWRENCE CO. EQUALIZATION	SERVICE	10,030.13
LAWSON PRODUCTS	SUPPLIES	640.56
LIBBY PRODUCTIONS	BID#8	3,000.00
LYNN'S	SUPPLIES	34.31
MAAG, AARON	PROJECT	5,486.78
MENARD'S	SUPPLIES	10,362.15
MID-AMERICAN RESEARCH	SUPPLIES	83.22
MDU	SERVICE	2,051.95
MOUNTAIN PLAINS LIBRARY	MEMBERSHIP	27.50
MUNCE, TRACY	PROJECT	15,400.00
MUTUAL OF OMAHA	INSURANCE	293.69
NETWORK SERVICES	SERVICE	68.70
NORTHERN HILLS CASA	ALLOCATION	3,500.00
NUGGET SALOON	PROJECT	79,291.51

REGULAR MEETING, AUGUST 3, 2020

PETTY CASH	HP/ZONING	109.23
QUICK SIGNS	SIGNS	187.82
QUILL	SUPPLIES	503.97
RAKOW, JASON	MEETINGS	175.00
RODIAK, JOHN	PROJECT	14,000.00
RUNGE, MIKE	PROJECT	10,400.88
S AND C CLEANERS	CLEANING	8,725.50
SD LIBRARY ASSOCIATION	MEMBERSHIP	35.00
SD PUBLIC HEALTH LAB	TESTING	30.00
SERVALL	SUPPLIES	1,483.51
STRETCH'S	SERVICE	3,172.94
TCF EQUIPMENT FINANCE	TROLLEYS	9,400.86
TENNANT SALES	SUPPLIES	711.30
THE LORD'S CUPBOARD	RECYCLING	44.16
THOMSON REUTERS	SUBSCRIPTION	219.26
TOWEY DESIGN GROUP	PROJECT	3,102.11
TREE WISE MEN	PROJECT	2,343.00
TRIPLE K	SERVICE	666.94
TRUGREEN	SERVICE	1,000.97
TWIN CITY HARDWARE	SUPPLIES	7,172.77
UTILITY SERVICE	PROJECT	30,953.00
VAST	SERVICE	3,285.28
VERIZON	SERVICE	187.87
WEGNER AUTO	DURANGO	32,488.00
WELLMARK	INSURANCE	54,980.38
WESTERN COMMUNICATIONS	SUPPLIES	80.00
WESTERN STATES FIRE	INSPECTION	350.00
WHEELER LUMBER OPERATIONS	PROJECT	13,079.26

Total \$615,741.53

ITEMS FROM CITIZENS ON AGENDA

Thank you

Ted Thompson, on behalf of the Days of '76 Committee, thanked the Commission and City of Deadwood for their support with the Days of '76 Events. Thompson gave statistics of the rodeo. Commission expressed appreciation to the Days Committee.

Proclamation

Mayor Ruth Jr. read a Proclamation declaring Friday, August 7 as Bikers Against Bullies Day in the City of Deadwood.

CONSENT

Todd moved, Struble seconded to remove Item D and approve the following consent items. Roll Call: Aye-All. Motion carried.

- A. Accept resignation of Charlene Miller from the Library board.
- B. Permission to approve updated job description for Library Assistant II.
- C. Permission to hire Kathy McKillip as part-time Library Assistant II at \$12.50 per hour effective August 6, 2020 pending pre-employment screening.
- D. Removed from agenda by Commissioner Johnson
- E. Permission to hire Philip Lovell as part-time Trolley Driver at \$14.15 per hour effective August 7, 2020 pending pre-employment screening.
- F. Permission to hire Brock Pentheny as part-time life guard at \$12.50 per hour effective August 10, 2020 pending pre-employment screening.
- G. Approve Event Committee recommendation to rescind open container on Wed., August 5 from 5-10 p.m. in zones 1 and 2. (Originally approved April 20 for Summer Concert Series.)
- H. Permission for Mayor to sign updated Quit Claim Deed. Legal Description: Tracts 1 and 2; being a subdivision of the Detroit Lode, M.S. 771, the Terminus Lode, M.S. 772, the Depot Lode, M.S. 773 and the Uncle Tom Lode, M.S. 774; Excepting therefrom highway right-of-way; located in the NE1/4, SE1/4 and NW 1/4 of Section 5, T4N, R3W, B.H.M.; Lawrence County, South Dakota, as shown in Plat 2019-5020.

REGULAR MEETING, AUGUST 3, 2020

BID ITEMS

30 Adams

Mayor Ruth Jr. stated three bids were opened for 30 Adams Retaining Wall on July 28 at 2:00 p.m. as advertised. Historic Preservation Officer Kuchenbecker asked to continue for review until August 17. Martinisko moved, Todd seconded to continue until June 1. Roll Call: Aye-All. Motion carried.

CAI Construction - \$195,000.00, Alternate #1 - \$28,000.00, Alternate #2 - \$18,000.00
C. Eagle Construction - \$298,520.00, Alternate #1 - 22,000.00, Alternate #2 - \$11,300.00
RCS Construction - \$127,800.00, Alternate #1 - \$9,300.00, Alternate #2 - \$9,200.00

PUBLIC HEARINGS

Public hearing was opened at 5:10 p.m. by Mayor Ruth Jr. Kevin Wagner, on behalf of Main Street Initiative, spoke about the street closure for seating day-to-day cleaning and maintenance, hearing closed. Martinisko moved, Todd seconded to close Gold Street from Main Street to Broadway Street from August 4 to October 15, 2020 for additional public outdoor seating due to COVID 19. Discussion was held concerning Fire Department cleaning the street, Broadway Street becoming one way, people going through the ramp, and lightening. Roll Call: Aye-All. Motion carried.

Set

Todd moved, Struble seconded to set public hearing on August 17, 2020 for City's intention to lease a portion of public sidewalk (approximately 884 square feet) along Deadwood Street and adjacent to the structure located at 685 Main Street. Roll Call: Aye-All. Motion carried.

Set

Martinisko moved, Todd seconded to set public hearing on August 17, 2020 for Deadwood Jam activities. Roll Call: Aye-All. Motion carried.

Set

Struble moved, Todd seconded to set public hearing on August 17, 2020 for Gold Camp Jubilee Parade. Roll Call: Aye-All. Motion carried.

Set

Martinisko moved, Johnson seconded to set public hearing on August 17, 2020 consumption of beer/wine at Gordon Park for Neighborhood Block Club from 4:00 p.m. to 6:00 p.m. on Sunday, September 13, 2020. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Grant

Historic Preservation Officer Kuchenbecker spoke about the grant request. Johnson moved, Martinisko seconded to approve the Not-For-Profit grant to the Deadwood Masonic Association in the amount of \$6,360.69 for emergency repair of elevator in the Masonic Building. Roll Call: Aye-All. Motion carried.

Permission

Kuchenbecker spoke about the services. Martinisko moved, Struble seconded to pay \$2,873.40 to American Engineering Testing, Inc. for Construction Materials Testing Services relating to the City Retaining Wall Project at 11 Van Buren from HP City Retaining Wall budget. Roll Call: Aye-All. Motion carried.

Change Order

Kuchenbecker spoke about the change order. Martinisko moved, Johnson seconded to approve Change Order #1 in the amount of \$37,485.77 for city wall located at 11 Van Buren, bringing total contract to \$181,885.77 and extend contract 10 days from C. Eagle Construction for additional emergency work and change of scope discovered from unknown conditions of RFP #1 from Albertson Engineering. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, AUGUST 3, 2020

Permission

Kuchenbecker spoke about the purchase. Martinisko moved, Struble seconded to pay MS Mail an amount not to exceed \$7,500.00 for printing of 50,000 brochures for Mt. Moriah Cemetery from the Historic Cemeteries Enterprise Fund. Necessary expenditure to provide information to visitors. Roll Call: Aye-All. Motion carried.

Contract

Struble moved, Martinisko seconded to allow Mayor to sign time and materials contract with Donarski for Whitewood Creek Cleanup in the amount of \$47,500.00. Roll Call: Aye-All. Motion carried.

Purchase

Public Works Director Nelson Jr. spoke about the purchase. Struble moved, Martinisko seconded to purchase a folding snow pusher from Titan Machinery in the amount of \$7,500.00 (Budgeted in Streets Equipment line item.) Roll Call: Aye-All. Motion carried.

Expense

Nelson Jr. spoke about the additional expense. Martinisko moved, Struble seconded to approve additional expense of \$4,998.34 for water department vehicle to be upgraded from a 2020 F350 Supercab instead of originally ordered 2020 F350 regular cab that is not available due to the pandemic. Total cost from State Bid Contract will be \$38,670.00 payable to Scott Peterson Motors. (Budgeted item in Water Dept. Equipment.) Roll Call: Aye-All. Motion carried.

Purchase

Nelson Jr. spoke about the purchase. Johnson moved, Martinisko seconded to purchase Beacon Route Management Software system from Metering & Technology Solutions along with a Yuma Tablet with CE & ME radios and paying annual Microsoft Licensing and User Licenses in an amount up to \$14,450.00 (To be paid from the Water Budget) Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. Vacancy on the Library Board – Those interested are encouraged to submit a letter of interest to the librarian, Patty Brown.
- B. Trolley services will be suspended Sun., August 9th thru Sat., August 15th.

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

ADJOURNMENT

Martinisko moved, Johnson seconded to adjourn the regular session at 5:47 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, August 17, 2020.

After coming out of executive session at 5:55 p.m. Todd moved, Martinisko seconded to adjourn.

ATTEST:

DATE: _____

Jessica McKeown, Finance Officer

BY: _____
David Ruth Jr., Mayor

Published once at the total approximate cost of _____

PACKET: 05120 COMBINED - 8/18/20
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: N/A NON-DEPARTMENTAL
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3309	THE LORD'S CUPBOARD					
		I-080320	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	51.25
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						51.25

01-0418	BLACK HILLS PIONEER					
		I-123 - 2020	101-4111-423	PUBLISHING MINUTES - 7/23/20	000000	219.45
		I-151 - 2020	101-4111-423	PUBLISHING NOH - OUTDOOR SITTING/ST CLSUR	000000	11.55
		I-948 - 2020	101-4111-423	PUBLISHING MINUTES - 6/15/20	000000	176.48
		I-959 - 2020	101-4111-423	PUBLISHING MINUTES - SPECIAL MTG -6/26/20	000000	13.40
		I-979 - 2020	101-4111-423	PUBLISHING NOH - TRSF BEV LIC/ HICKOK'S	000000	16.63
		I-980 - 2020	101-4111-423	PUBLISHING NOH - TRSF BEV LIC - BULLOCK	000000	16.63
		I-981 - 2020	101-4111-423	PUBLISHING NOH - PBR PRO EVENT	000000	10.63
		I-982 - 2020	101-4111-423	PUBLISHING NOH - TRSF BEV LIC - JACOBS	000000	12.01
		I-983 - 2020	101-4111-423	PUBLISHING NOH - TRSF BEV LIC - DWD TOBAC	000000	12.01
		I-984 - 2020	101-4111-423	PUBLISHING NOH - KOOL DWD NITES	000000	13.86
		I-985 - 2020	101-4111-423	PUBLISHING NOH - MUSTANG RALLY ST CLOSURE	000000	12.47
		I-986 - 2020	101-4111-423	PUBLISHING NOH - SIDEWALK SALES	000000	11.55
		I-987 - 2020	101-4111-423	PUBLISHING NOH - CREATION OF ZONE 5	000000	11.55
01-1098	HILLYARD/SIOUX FALLS					
		I-603987429	101-4111-422-02	SAFETY - COVI SOLUTIN PURTABS/COVID 19	000000	185.60
01-1502	BLACK HILLS CHEMICAL					
		I-174908F	101-4111-422-02	SAFETY - COVI BLUE NITRILE GLOVES/COVID19	000000	19.05
		I-176103C	101-4111-422-02	SAFETY - COVI HAND SANITIZER-SOAP/COVID 19	000000	35.36
		I-176103D	101-4111-422-02	SAFETY - COVI HAND SANITIZER-SOAP DISPENS/CO	000000	252.48
		I-176419	101-4111-422-02	SAFETY - COVI GAL JUG PUMP DISPENS/COVID 19	000000	17.95
		I-179266A	101-4111-422-02	SAFETY - COVI TEXT NITRI GLOVE-LG-MED-XLG/CO	000000	319.80
		I-179266C	101-4111-422-02	SAFETY - COVI TEXTURED NITRILE GLOVE/COVID19	000000	67.80
		I-180802	101-4111-422-02	SAFETY - COVI BLEACH-CLNR-HNDSOP-MASKS/COVID	000000	1,894.02
		I-182546	101-4111-422-02	SAFETY - COVI STERIPHENE AEROSOL/COVID 19	000000	147.12
01-1694	GRIMM'S PUMP & INDUSTRI					
		I-29626	101-4111-422-02	SAFETY - COVI HOTSY TRANSPORT WASH/COVID 19	000000	44.40
01-1948	HAUFF MID-AMERICA SPORT					
		I-70962	101-4111-422-02	SAFETY - COVI SPRAY MARKING CHALK/COVID 19	000000	82.15
01-3571	KRUZEL, TOM					
		I-7/17/20 WALMART	101-4111-422-02	SAFETY - COVI GAITERS-LYSOL WIPES/COVID 19	000000	100.18
01-4625	FIB CREDIT CARDS					
		I-0468368883	101-4111-422-02	SAFETY - COVI MASKS - FIN.OFC., - COVID-19	000000	24.95
		I-07/31/20 PUB BLDGS	101-4111-422-02	SAFETY - COVI NECK GAITERS-CLOROX WIPES/COVI	000000	167.42
		I-07/31/20 PUB BLDGS	101-4111-422-02	SAFETY - COVI NECK GAITERS-CLOROX WIPES/COVI	000000	146.44
		I-073120HP	101-4111-422-02	SAFETY - COVI NECK GAITERS - PB	000000	199.96
				DEPARTMENT 111	COMMISSION	TOTAL:
						4,242.90

PACKET: 05120 COMBINED - 8/18/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 141 ATTORNEY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2394	GUNDERSON, PALMER, NELS	I-102306	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	4,102.50
			DEPARTMENT 141	ATTORNEY	TOTAL:	4,102.50
01-4317	VIGILANT BUSINESS SOLUT	I-20807	101-4142-422	PROFESSIONAL SCREENING	000000	146.00
01-4625	FIB CREDIT CARDS	I-0499011343	101-4142-426	SUPPLIES BOOKENDS - FIN.OFC.-FRONT DESK	000000	19.99
			DEPARTMENT 142	FINANCE	TOTAL:	165.99
01-0545	LYNN'S DAKOTA MART	I-6AUG2020	101-4192-426-13	SUPPLIES - RE (3) FOLGERS COFFEE/REC CENTER	000000	23.97
01-0619	TWILIGHT FIRST AID & SA	I-INV-29311	101-4192-426-04	SUPPLIES - CI TABLETS-BAND-EYE DROPS/CITY HA	000000	115.24
		I-INV-29312	101-4192-426-04	SUPPLIES - CI TABLETS-LIPAID-TOWELETTE/FINAN	000000	82.37
01-0682	PITNEY BOWES INC	I-080520	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	500.00
01-1333	DEADWOOD ELECTRIC	I-22176	101-4192-425	REPAIRS CHK-FIX CAMERA CONNECTION/OSQ	000000	66.33
01-1406	STRETCH'S GLASS & CUSTO	I-I028215	101-4192-425-04	REPAIRS - CIT CLEAR MIRROR/CITY HALL	000000	14.99
01-1483	KNECHT HOME CENTER	C-371414	101-4192-425-10	REPAIRS - LIB (2) 2X6-8 CEDAR S4S/LIBRARY	000000	38.50-
		I-5126298	101-4192-426-07	SUPPLIES - FI SCREWS-BOLTS-CEDAR-STRUCT/FIRE	000000	696.91
		I-5126640	101-4192-425-10	REPAIRS - LIB (4) 1X6-8' S1S2E CEDAR/LIBRARY	000000	55.64
01-1502	BLACK HILLS CHEMICAL	I-181320	101-4192-426	SUPPLIES CLNR-TP-HAND SANITIZER/PB	000000	668.48
		I-181922	101-4192-426	SUPPLIES WAX LINER-STERIPHENE-TP-BAGS/P	000000	505.67
		I-182543	101-4192-426	SUPPLIES CLNR-BLEACH-STERIPHENE/PUB BL	000000	382.08
01-1653	STURDEVANT'S AUTO PARTS	I-32-787565	101-4192-425-13	REPAIRS - REC FUEL TANK REP-ULTRA BL/REC CEN	000000	10.12
		I-32-788340	101-4192-425	REPAIRS PRONTO 50/50 GREEN-BLADES/PB	000000	25.83
01-3151	KONE INC.	I-959617693	101-4192-422-17	PROFESSIONAL- JULY ELEVATOR MAINT/DAYS MUSEU	000000	166.54
01-4036	SCOTT PETERSON MOTORS O					

PACKET: 05120 COMBINED - 8/18/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4036	SCOTT PETERSON MOTORS O	continued				
		I-2020 FORD F350 SUP	101-4192-434	MACHINERY/EQU NEW TRUCK/WATER DEPT	000000	300.00
01-4625	FIB CREDIT CARDS					
		I-07/31/20 PUB BLDGS	101-4192-425-04	REPAIRS - CIT BRASS LETTER BOX HOOD/CITY HAL	000000	30.41
		I-7000034921	101-4192-426-04	SUPPLIES - CI CITY HALL SUPPLIES	000000	16.20
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	3,622.28
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-370982	101-4193-422	PROFESSIONAL EMAIL SECUR,BKUP,VIRUS PROTECT	000000	1,483.00
				DEPARTMENT 193 COMPUTER SERVICE	TOTAL:	1,483.00
01-0467	CULLIGAN OF THE BLACK H					
		I-0011465	101-4210-424	RENTALS 5 GAL.BOTTLED WATER - POLICE	000000	33.75
		I-0011649	101-4210-424	RENTALS COOLER RENT - AUG./ POLICE	000000	15.00
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-370916	101-4210-422	PROFESSIONAL SET UP TEST CMPTRS-ZUERCHER/PD	000000	106.25
01-0582	SD DEPT. OF MOTOR VEHIC					
		I-080720	101-4210-422	PROFESSIONAL TITLE/PLATES - 2020 DURANGO/PD	000000	21.20
01-0619	TWILIGHT FIRST AID & SA					
		I-INV-29313	101-4210-424	RENTALS PAIN TABLETS,BANDAGES - POLICE	000000	85.83
01-1424	SOUTHSIDE SERVICE					
		I-052995	101-4210-425	REPAIRS SVC.ENGINE,OIL,COOLANT -POLICE	000000	109.35
		I-053009	101-4210-425	REPAIRS SVC.ENG.,OIL,FILTER,COOLNT- PD	000000	111.35
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-787123	101-4210-426	SUPPLIES 3-WASHER FLUID - POLICE	000000	11.97
		I-32-788429	101-4210-426	SUPPLIES PUSH/PULL, AUX.BATTERY -POLICE	000000	46.84
		I-32-788713	101-4210-426	SUPPLIES TIRE FOAM,ACME 3.5 SQ FT/POLIC	000000	23.57
01-3262	BLACK HILLS WINDSHIELD					
		I-066531	101-4210-426	SUPPLIES ROCK CHIP FIXED - POLICE	000000	50.00
01-4299	BALCO UNIFORM CO, INC					
		I-58743	101-4210-426	SUPPLIES UNIFORM SHIRTS,EMBLEMS- POLICE	000000	133.56
01-4625	FIB CREDIT CARDS					
		I-0013169597	101-4210-422	PROFESSIONAL SOFTWARE MAINT. - POLICE	000000	35.00
				DEPARTMENT 210 POLICE	TOTAL:	783.67

PACKET: 05120 COMBINED - 8/18/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0547	M&M SANITATION					
	I-I710	101-4221-422	PROFESSIONAL	MONTHLY TOILET RENTAL/FIREWISE	000000	120.00
01-1653	STURDEVANT'S AUTO PARTS					
	C-32-787024	101-4221-425	REPAIRS	RETURN AIR FILTER - FIRE DEPT	000000	1.84-
	I-32-787022	101-4221-425	REPAIRS	AIR FILTERS - FIRE DEPT	000000	22.15
	I-32-787890	101-4221-425	REPAIRS	OIL FILTER - FIRE DEPT	000000	5.78
01-2594	DEADWOOD FIRE DEPARTMEN					
	I-073120	101-4221-422	PROFESSIONAL	STAFFING - DAYS OF '76	000000	825.44
01-3056	NORTHERN HILLS TECHNOLO					
	I-9664824	101-4221-422	PROFESSIONAL	ONLINE BKUP SVC - FIRE DEPT	000000	32.50
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 1,004.03

01-0467	CULLIGAN OF THE BLACK H					
	I-0011602	101-4310-426	SUPPLIES	(2) 5 GAL BOTTLE WATER/STREETS	000000	13.50
01-0561	SD ONE CALL					
	I-SD20-2008	101-4310-422	PROFESSIONAL	FAX-MSG FEES FOR JULY/STREETS	000000	16.06
01-0575	SOUTHSIDE OIL					
	I-095079	101-4310-426	SUPPLIES	5503 GAL 10% ETHANOL FUEL/STRT	000000	10,180.55
01-0598	SUMMIT SIGNS AND SUPPLY					
	I-58231	101-4310-426	SUPPLIES	SPEED LIMIT SIGNS-25"-35"/STRT	000000	195.00
01-0742	OFFICE DEPOT					
	I-107906638-001	101-4310-426	SUPPLIES	COPIER PAPER/PW STREETS	000000	21.33
01-1333	DEADWOOD ELECTRIC					
	I-22209	101-4310-425	REPAIRS	REWIRE POLE FOR SPEED SIGN/STR	000000	291.54
01-1500	A & B WELDING					
	I-243948	101-4310-426	SUPPLIES	CARBON DIOXIDE-EMPTY RETURN/ST	000000	84.77
01-1587	PRESSURE SERVICES, INC.					
	I-118986	101-4310-425	REPAIRS	SERVICE UNIT-SOAP-WAX/STRTS	000000	160.15
01-1653	STURDEVANT'S AUTO PARTS					
	I-32-787271	101-4310-426	SUPPLIES	1157CP STANDARD MI/STREETS	000000	3.60
	I-32-787751	101-4310-426	SUPPLIES	(2) WIX OIL FILTERS/STREETS	000000	30.50
	I-32-787765	101-4310-426	SUPPLIES	ROTCK4 T4 15W40 5G-GA/STREETS	000000	146.36
	I-32-787849	101-4310-425	REPAIRS	GALV PIPE-STAINLESS HARDWARE/S	000000	78.40
	I-32-787949	101-4310-426	SUPPLIES	CIGARETTE PLU 12/STREETS	000000	3.36
	I-32-788193	101-4310-426	SUPPLIES	MECH FASTFIT GLOVES/STREETS	000000	80.10
	I-32-789046	101-4310-426	SUPPLIES	TEE-MALE ELBOW-CONNECT/STRTS	000000	22.14

PACKET: 05120 COMBINED - 8/18/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1653	STURDEVANT'S AUTO PARTS	continued				
	I-32-789062	101-4310-426	SUPPLIES	LEATHER-CLEANING WIPES/STREETS	000000	11.98
	I-32-789113	101-4310-425	REPAIRS	4NABTA-UNION T- MALE CONNECT/S	000000	17.54
	I-32-789215	101-4310-426	SUPPLIES	MULTI FUNCTION SOCKET/STRTS	000000	10.23
	I-32786957	101-4310-426	SUPPLIES	MECH FASTFIT GLOVES/STREETS	000000	106.80
01-1671	SUPERIOR SANITATION					
	I-256782	101-4310-422	PROFESSIONAL	CAMERA LOCATES/STREETS	000000	900.00
01-2688	ENVIRONMENTAL EQUIPMENT					
	I-16371	101-4310-426	SUPPLIES	FTGB 45-P90-NOZ BRASS/STREETS	000000	239.97
01-3475	TITAN MACHINERY					
	I-14347007 GP	101-4310-434	MACHINERY/EQU	120" HYDRA SNOW BLADE-PUSH/STR	000000	7,500.00
01-3754	WL CONSTRUCTION SUPPLY					
	I-26648	101-4310-426	SUPPLIES	6-9-12" CARBIDE TIPPED RECIP/S	000000	899.41
01-3970	A & I DISTRIBUTORS					
	I-3500819	101-4310-426	SUPPLIES	5W30DEXOSGEN2/STREETS	000000	42.93
01-4625	FIB CREDIT CARDS					
	I-07/31/20 PUB WORKS	101-4310-426	SUPPLIES	PLASTIC MART-TANK/STREETS	000000	168.99
	I-07/31/20 PUB WORKS	101-4310-426	SUPPLIES	AMAZON-PRINTER INK/STREETS	000000	50.45
01-4670	TRAFFIC SAFETY WAREHOUS					
	I-77269A	101-4310-426	SUPPLIES	HI INTENSITY SOLAR LIGHT/STRTS	000000	216.00
01-4727	DAKOTA BARRICADE					
	I-18995	101-4310-424	RENTALS	(3) RENTAL MSG BOARDS/STREETS	000000	600.00
DEPARTMENT 310 STREETS					TOTAL:	22,091.66
01-4630	SANDER SANITATION SERVI					
	I-07/31/20 RESIDENTS	101-4320-422	PROFESSIONAL	JULY RESIDENTIAL GARBAGE PICKU	000000	11,220.03
DEPARTMENT 320 SANITATION					TOTAL:	11,220.03
01-0547	M&M SANITATION					
	I-I617	101-4370-422	PROFESSIONAL	MONTHLY TOILET RENTAL/OAKRIDGE	000000	120.00
DEPARTMENT 370 OAKRIDGE CEMETERY					TOTAL:	120.00
01-0213	TRUGREEN CHEM-LAWN					
	I-125326135	101-4520-422	PROFESSIONAL	LAWN SERVICE/ADAMS MUSEUM	000000	46.51
	I-125337208	101-4520-422	PROFESSIONAL	LAWN SERVICE/ADAMS HOUSE	000000	46.51

PACKET: 05120 COMBINED - 8/18/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0213	TRUGREEN CHEM-LAWN	continued				
	I-125345632	101-4520-422	PROFESSIONAL	LAWN SERVICE/HISTORY CENTER	000000	49.37
	I-125508734	101-4520-422	PROFESSIONAL	LAWN SERVICE MARTHA BULL PARK	000000	83.91
	I-125518573	101-4520-422	PROFESSIONAL	LAWN SERVICE/PLUMA PARK	000000	138.55
	I-126268463	101-4520-422	PROFESSIONAL	LAWN SERVICE/SOFTBALL FIELDS	000000	446.25
	I-126292855	101-4520-422	PROFESSIONAL	LAWN SERVICE/GORDON PARK	000000	161.83
	I-126297014	101-4520-422	PROFESSIONAL	LAWN SERVICE/HARCC-MICKELSON	000000	46.00
	I-129290950	101-4520-422	PROFESSIONAL	LAWN SERVICE/RIVERWALK	000000	482.20
01-0243	VAN DIEST SUPPLY COMPAN					
	I-74333	101-4520-426	SUPPLIES	(5) BIOMIST 3/PARKS	000000	375.00
01-0467	CULLIGAN OF THE BLACK H					
	I-0011520	101-4520-426	SUPPLIES	(3) 5 GAL BOTTLE WATER/PARKS	000000	20.25
	I-0011603	101-4520-426	SUPPLIES	(4) 5 GAL BOTTLE WATER/PARKS	000000	27.00
	I-0011648	101-4520-426	SUPPLIES	AUGUST COOLER RENT/PARKS	000000	15.00
01-0600	TRIPLE K TIRE & REPAIR					
	I-1-60010	101-4520-425	REPAIRS	BOBCAT TIRE REPAIR/PARKS	000000	52.48
	I-1-60069	101-4520-425	REPAIRS	REPLACE WATER PUMP/PARKS	000000	284.98
01-0619	TWILIGHT FIRST AID & SA					
	I-INV-29338	101-4520-426	SUPPLIES	BURN REL-TABLETS-TOWEL-GL/PARK	000000	156.68
01-2221	SD DEPT. OF LABOR					
	I-063020	101-4520-411	SALARIES	UNEMPLOYMT BENEF.-#41155.0-4	000000	756.00
01-4487	DONARSKI LAWCARE & LAN					
	I-13111	101-4520-422	PROFESSIONAL	MOWING 6/30, 7/2/ST AMBR PARKS	000000	300.00
	I-13111	101-4520-422	PROFESSIONAL	MOWING 7/10/ST AMBROSE PARKS	000000	120.00
	I-13111	101-4520-422	PROFESSIONAL	MOWING 7/14, 16/ST AMBROSE PAR	000000	360.00
	I-13111	101-4520-422	PROFESSIONAL	MOWING 7/21, 23/ST AMBROSE PAR	000000	360.00
	I-13363	101-4520-422	PROFESSIONAL	WORK ORDER 824 MAIN ST/PARKS	000000	75.00
	I-13363	101-4520-422	PROFESSIONAL	MOWING 7/28, 30/ST AMBROSE PKS	000000	240.00
01-4625	FIB CREDIT CARDS					
	I-07/31/20 PUB BLDGS	101-4520-426	SUPPLIES	AMERICAN-SD-POW FLAGS/PARKS	000000	1,191.38
	I-07/31/20 PUB WORKS	101-4520-426	SUPPLIES	LATE CHARGE/PARKS	000000	10.00
DEPARTMENT 520 PARKS					TOTAL:	5,844.90
01-0418	BLACK HILLS PIONEER					
	I-155 - 2020	101-4640-423	PUBLISHING	NOH - TIF/STAGE RUN	000000	18.94
01-0742	OFFICE DEPOT					
	I-107906638-001	101-4640-426	SUPPLIES	COPIER PAPER/PZ	000000	42.65
01-1786	PETTY CASH/HISTORIC PRE					

PAGE: 7

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1786	PETTY CASH/HISTORIC PRE	continued				
	I-81220		101-4640-426	SUPPLIES	PC REIMBURSE REG OF DEEDS FEES 000000	120.00
01-3314	CENTURY BUSINESS PRODUC					
	I-529122		101-4640-428	UTILITIES	HP/PZ CONTRACT 7/9/20 - 8/8/20 000000	405.61
01-4625	FIB CREDIT CARDS					
	I-073120HP		101-4640-426	SUPPLIES	EXPRESS PAPERWRK CITY ATTORNEY 000000	26.35
				DEPARTMENT 640	PLANNING AND ZONING	
					TOTAL:	613.55
				FUND	101 GENERAL FUND	
					TOTAL:	55,345.76

PACKET: 05120 COMBINED - 8/18/20

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2221	SD DEPT. OF LABOR					
		I-063020	206-4550-411	SALARIES UNEMPLOYMT BENEF.-#41155.0-4	000000	3,562.00
01-4711	AMAZON CAPITAL SERVICES					
		I-11XK-H63C-HNYX	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	47.19
		I-11XK-H63C-HNYX	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	76.96
		I-11XK-H63C-HNYX	206-4550-426	SUPPLIES HANGING FOLDERS - LIBRARY	000000	9.75
		I-1TW4-QVW6-PCXN	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	77.30
		I-1V47-NFJM-HG77	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	103.69
01-4724	EBSCO					
		I-16021242	206-4550-434	COLLECTION DE SUBSCRIPTIONS - LIBRARY	000000	1,540.25
DEPARTMENT 550 LIBRARY					TOTAL:	5,417.14
FUND 206 LIBRARY FUND					TOTAL:	5,417.14

PACKET: 05120 COMBINED - 8/18/20

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER	I-53052	209-4510-423	PUBLISHING COMM PAGES SPONSORSHIP/REC	000000	12.50
01-0545	LYNN'S DAKOTA MART	I-5AUG2020	209-4510-426	SUPPLIES DISH SOAP-COFFEE-CLNR/REC CENT	000000	48.71
01-0619	TWILIGHT FIRST AID & SA	I-INV-29314	209-4510-426	SUPPLIES TABLETS-WIPES-OINT-BANDS/REC	000000	151.77
01-2221	SD DEPT. OF LABOR	I-063020	209-4510-411	SALARIES UNEMPLOYMT BENEF.-#41155.0-4	000000	632.00
01-2645	HAWKINS INC	I-4763143	209-4510-426	SUPPLIES UNICEL C7470-9419/REC CENTER	000000	460.64
01-3060	QUIK SIGNS	I-30773	209-4510-426	SUPPLIES LAMINATE SIGNS-A-FRAME/REC CEN	000000	272.23
01-3151	KONE INC.	I-959617692	209-4510-422	PROFESSIONAL JULY ELEVATOR MAINT/REC CENTER	000000	160.13
01-3346	REGIONAL HEALTH	I-700000832072020	209-4510-422	PROFESSIONAL TESTING	000000	70.00
01-3648	NETWORK SERVICES COMPAN	I-7074730	209-4510-426	SUPPLIES PEROXIDE CLNR-GARB BAGS/REC	000000	333.24
		I-7074740	209-4510-426	SUPPLIES HARDWOUND TOWEL-KITCHENROLL/RE	000000	128.12
01-4625	FIB CREDIT CARDS	I-07/31/20 PUB WORKS	209-4510-426	SUPPLIES CUSTOM INK-SHIRTS/REC CENTER	000000	509.50
DEPARTMENT 510 REC CENTER					TOTAL:	2,778.84

FUND	209	BED & BOOZE FUND	TOTAL:		2,778.84	

PACKET: 05120 COMBINED - 8/18/20

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
=====							
01-0585	SD DEPT. OF REVENUE						
		I-JUL-081420	215-3000-699	MISC REVENUE SD DEPT. OF REVENUE	000000	0.00	
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	0.00

01-0568	TDG COMMUNICATIONS						
		I-16001	215-4572-235	VISITOR MGMT WALKING TOUR BROCHURE UPDATE	000000	900.00	
01-1827	MS MAIL & MARKETING						
		I-11606	215-4572-235	VISITOR MGMT WILD BILL BROCHURE PRINTING	000000	1,350.00	
		I-11607	215-4572-235	VISITOR MGMT CALAMITY JANE BROCHURE	000000	1,350.00	
		I-11608	215-4572-235	VISITOR MGMT MT MORIAH BROCHURE PRINTING	000000	1,350.00	
01-3597	LEAD DEADWOOD ARTS CENT						
		I-175	215-4572-235	VISITOR MGMT FRIENDSHP TWR PIC/PANNING FRAM	000000	170.00	
01-4229	ARCADIA PUBLISHING & TH						
		I-21602404	215-4572-235	VISITOR MGMT MT MORIAH CEMETERY BOOKS	000000	349.64	
				DEPARTMENT 572	HP VISITOR MGMT AND INFORTOTAL:	5,469.64	

01-0951	DEADWOOD ALIVE						
		I-1700-20	215-4573-345	HIST. INTERP. AUGUST 2020	000000	20,000.00	
01-1786	PETTY CASH/HISTORIC PRE						
		I-81220	215-4573-335	HIST. INTERP. PC REIMBURSE MAILINGS/PLAT CPY	000000	13.00	
01-2014	TOMS, DON						
		I-LEDGER PROJECT 722	215-4573-335	HIST. INTERP. LC TAX RECORDS B00K 16 OF 19	000000	600.00	
01-4625	FIB CREDIT CARDS						
		I-073120HP	215-4573-335	HIST. INTERP. ANCESTRY RENEWAL	000000	148.04	
				DEPARTMENT 573	HP HISTORIC INTERPRETATIOTOTAL:	20,761.04	

01-0776	ALBERTSON ENGINEERING,						
		I-14846	215-4575-515	GRANT/LOAN RE 30 ADAMS RETAINING WALL	000000	1,532.15	
01-1874	MASONIC CENTER ASSOCIAT						
		I-081120	215-4575-510	GRANT/LOAN NO 2020 NOT FOR PROFIT GRANT	000000	6,360.69	
01-4725	AMERICAN LEGION POST 8						
		I-081020	215-4575-520	GRANT/LOAN PR OUTSIDE DWD GRANT ROUND 1	000000	10,000.00	
				DEPARTMENT 575	HP DEADWOOD GRANT AND LOATOTAL:	17,892.84	

PACKET: 05120 COMBINED - 8/18/20

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 576 HP PROFESSIONAL SERVICES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0510	GOLDEN WEST TECHNOLOGIE	I-370982	215-4576-600	PROFES. SERV. OFFSITE BACKUP SVC - HP	000000	215.00
01-0776	ALBERTSON ENGINEERING,	I-14832	215-4576-600	PROFES. SERV. WHITEWOOD CREEK BOARDWALK	000000	2,320.50
		I-14853	215-4576-600	PROFES. SERV. JUSO BROS GRNDSTND BIDDING/CA	000000	808.40
		I-14855	215-4576-600	PROFES. SERV. DAYS OF 76 CROWS NEST ADDITION	000000	660.00
01-4030	BLAIR, LINDA	I-81220	215-4576-630	PROFES. SERV. BLOCK CLUB REIMBURSE - FLOWERS	000000	127.80
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						4,131.70
01-0578	TWIN CITY HARDWARE & LU	I-2008-090660	215-4577-775	CAPITAL ASSET PLEXIGLASS - HP	000000	7.98
01-0776	ALBERTSON ENGINEERING,	I-14850	215-4577-755	CAPITAL ASSET 11 VAN BUREN RETAINING WALL	000000	907.50
		I-14854	215-4577-755	CAPITAL ASSET 56 TAYLOR RETAINING WALL	000000	495.00
01-1225	CAI CONSTRUCTION, LLC	I-ONE (1)	215-4577-755	CAPITAL ASSET RETAINING WALL 56 TAYLOR	000000	171,000.00
01-1731	WHEELER LUMBER OPERATIO	I-1340-033854	215-4577-735	CAPITAL ASSET 8X8-8' FIR #1 RGH Q-NAP	000000	94.17
01-1969	LIGHTING PLASTICS OF MN	I-INV90420	215-4577-760	CAPITAL ASSET 10 12" ACRYLIC GLOBES WHITE	000000	378.40
01-3094	BOMGAARS	I-57668224	215-4577-775	CAPITAL ASSET 4X8 & 6X8 WOOD POSTS/SCREWS	000000	139.92
		I-57670140	215-4577-775	CAPITAL ASSET PASTURE GATE/HINGE/FASTENERS	000000	99.95
01-BDT	BDTAID, INC.	I-00371	215-4577-775-03	CIP-WAYFINDIN TRAIL SYSTEM WAYFINDING PH IV	000000	1,995.00
		I-00403	215-4577-775-03	CIP-WAYFINDIN SIGN PANELS TRL SYSTEM SIGNAGE	000000	1,249.38
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						176,367.30
01-0418	BLACK HILLS PIONEER	I-988 - 2020	215-4641-423	PUBLISHING NOT.TO BID-RET.WALL-30 ADAMS	000000	39.92
01-0742	OFFICE DEPOT	C-113958280-001	215-4641-426	SUPPLIES NOT REC'D/ORDER #107906638-001	000000	31.99-
		I-107906638-001	215-4641-426	SUPPLIES COPIER PAPER/HP	000000	74.64
01-1725	QUILL CORPORATION					

PACKET: 05120 COMBINED - 8/18/20

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-1725	QUILL CORPORATION	continued				
		I-9407740	215-4641-426	SUPPLIES SHEET PROTECTORS - HP	000000	13.99
01-1827	MS MAIL & MARKETING					
		I-11615	215-4641-423	PUBLISHING AUG. NEWSLETTER - HP	000000	640.88
01-3373	AMAZON WEB SERVICES					
		I-527758397	215-4641-428	UTILITIES WEB SERVICES - 7/1/20-7/30/20	000000	208.45
01-3558	DEADWOOD HISTORY, INC.					
		I-32372	215-4641-423	PUBLISHING TRUE WEST AD - JUNE 2020	000000	425.00
		I-32379	215-4641-423	PUBLISHING JACK MCCALL AD - BHP - JULY	000000	122.50
01-4625	FIB CREDIT CARDS					
		C-073120HP	215-4641-426	SUPPLIES TREE RING REFUND	000000	56.43-
		I-073120HP	215-4641-426	SUPPLIES TREE RINGS	000000	56.43
		I-073120HP	215-4641-426	SUPPLIES MAGENTA INK FOR PLOTTER	000000	53.40
		I-073120HP	215-4641-426	SUPPLIES BLACK INK FOR PLOTTER	000000	126.00
		I-073120HP	215-4641-426	SUPPLIES BLACK INK TANK FOR PLOTTER	000000	69.35
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						1,742.14

FUND 215 HISTORIC PRESERVATION TOTAL:						226,364.66

PACKET: 05120 COMBINED - 8/18/20
 VENDOR SET: 01
 FUND : 216 REVOLVING LOAN
 DEPARTMENT: N/A NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1269	BRUCE OBERLANDER					
		I-072020	216-1310	DUE FROM OTHE SIDING 106 CHARLES	000000	6,870.95
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 6,870.95
01-1162	SPEIRS, MARK					
		I-07470	216-4653-962-01	SPECIAL NEEDS ELDERLY PROGRAM FURNACE	000000	6,654.76
		I-108901	216-4653-962-01	SPECIAL NEEDS ELDERLY PROGRAM REGISTERS	000000	314.90
01-1269	BRUCE OBERLANDER					
		I-072020-2	216-4653-962-04	SIDING GRANT SIDING PROGRAM 102 CHARLES	000000	10,000.00
01-1496	LAWRENCE CO. REGISTER O					
		I-073120	216-4653-960	CLOSING CO SATISFACTION FAIRMONT & GIBBS	000000	60.00
01-4438	DAKOTA TITLE					
		I-OE-0777-20	216-4653-960	CLOSING CO O&E UNDERHILL 33 TAYLOR	000000	120.00
01-4728	BURNS, JAMES					
		I-071320-2	216-4653-962-03	WINDOWS GRANT WINDOWS PROGRAM 794 MAIN ST	000000	18,800.00
		I-71320	216-4653-962-04	SIDING GRANT SIDING PROGRAM 794 MAIN	000000	10,000.00
				DEPARTMENT 653	REVOLVING LOAN	TOTAL: 45,949.66
				FUND	216	REVOLVING LOAN
						TOTAL: 52,820.61

8/14/2020 10:46 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 14

PACKET: 05120 COMBINED - 8/18/20

VENDOR SET: 01

FUND : 517 OUTLAW SQUARE FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2824	WINTER & COMPANY	I-22727	517-3000-340	STATE GRANTS MAIN ST MASTER PLAN PH 2 & 3	000000	61,958.84
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 61,958.84
				FUND	517 OUTLAW SQUARE FUND	TOTAL: 61,958.84

PACKET: 05120 COMBINED ~ 8/18/20

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0467	CULLIGAN OF THE BLACK H	I-0011521	602-4330-426	SUPPLIES (2) 5 GAL BOTTLE WATER/WATER	000000	13.50
01-0539	LEAD-DEADWOOD SANITARY	I-07/31/20 EQR	602-4330-422	PROFESSIONAL JULY EQR/WATER	000000	34,999.50
01-0561	SD ONE CALL	I-SD20-2008	602-4330-422	PROFESSIONAL FAX-MSG FEES FOR JULY/WATER	000000	16.07
01-0742	OFFICE DEPOT	I-107906638-001	602-4330-426	SUPPLIES COPIER PAPER/PW WATER	000000	21.33
01-1653	STURDEVANT'S AUTO PARTS	I-32-787345	602-4330-426	SUPPLIES MECH FASTFIT GLOVES/WATER	000000	13.35
		I-32-788224	602-4330-425	REPAIRS POR15 QUART BLACK/WATER	000000	50.63
		I-32-788910	602-4330-426	SUPPLIES SAE5W20-OIL-AIR FILTERS/WATER	000000	56.38
01-1827	MS MAIL & MARKETING	I-11615	602-4330-426	SUPPLIES UTILITY BILLS MAILING - JULY	000000	296.70
01-3346	REGIONAL HEALTH	I-700000832072020	602-4330-422	PROFESSIONAL TESTING	000000	405.00
01-3736	METERING & TECHNOLOGY S	I-17539	602-4330-426	SUPPLIES 6" COMPOUND BARE METER/WTR	000000	6,679.92
01-4036	SCOTT PETERSON MOTORS O	I-2020 FORD F350 SUP	602-4330-434	MACHINERY/EQU NEW TRUCK/WATER DEPT	000000	38,670.00
01-4625	FIB CREDIT CARDS	I-07/31/20 PUB WORKS	602-4330-426	SUPPLIES AMAZON-PRINTER INK/WATER	000000	50.44
DEPARTMENT 330 WATER					TOTAL:	81,272.82
FUND 602 WATER FUND					TOTAL:	81,272.82

PACKET: 05120 COMBINED - 8/18/20

VENDOR SET: 01

FUND : 603 SEWER FUND

DEPARTMENT: 325 SEWER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY					
		I-07/31/20 CONSUMPT	603-4325-429	OTHER EXPENSE AUGUST CONSUMPTION/PUB BLDGS	000000	1,022.33
				DEPARTMENT 325 SEWER	TOTAL:	1,022.33
				FUND 603 SEWER FUND	TOTAL:	1,022.33

PACKET:05120 COMBINED - 8/18/20

VENDOR SET:01

FUND:607HISTORIC CEMETERIES

DEPARTMENT:580HISTORIC CEMETERIES

BUDGET TO USE:CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0213	TRUGREEN CHEM-LAWN					
		I-125939789	607-4580-422	PROFESSIONAL LAWN SERVICE/MT MORIAH	000000	892.50
01-0568	TDG COMMUNICATIONS					
		I-16001	607-4580-426	SUPPLIES MT MORIAH BROCHURE	000000	1,600.00
01-3346	REGIONAL HEALTH					
		I-700000832072020	607-4580-422	PROFESSIONAL TESTING	000000	35.00
01-3558	DEADWOOD HISTORY, INC.					
		I-32380	607-4580-426	SUPPLIES RACK CARDS/MT MORIAH	000000	196.00
01-4317	VIGILANT BUSINESS SOLUT					
		I-20807	607-4580-422	PROFESSIONAL SCREENING	000000	438.00
01-4487	DONARSKI LAWCARE & LAN					
		I-13111	607-4580-422	PROFESSIONAL MOWING 6/29, 71, 3/MT MORIAH	000000	420.00
		I-13111	607-4580-422	PROFESSIONAL MOWING 7/7, 8, 10/MT MORIAH	000000	360.00
		I-13111	607-4580-422	PROFESSIONAL MOWING 7/13, 15, 17/MT MORIAH	000000	540.00
		I-13111	607-4580-422	PROFESSIONAL MOWING 7/20, 22, 24/MT MORIAH	000000	540.00
		I-13363	607-4580-422	PROFESSIONAL LANDSCAPING/MT MORIAH	000000	485.00
		I-13363	607-4580-422	PROFESSIONAL MOWING 7/27, 29, 31/MT MORIAH	000000	360.00
				DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL:	5,866.50
				FUND 607 HISTORIC CEMETERIES	TOTAL:	5,866.50

PACKET: 05120 COMBINED - 8/18/20

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0412	AMERICAN ENGINEERING TE					
	I-176916	610-4360-425	REPAIRS	FIELD-LAB TEST/S CITY HALL LOT	000000	346.75
01-3346	REGIONAL HEALTH					
	I-700000832072020	610-4360-422	PROFESSIONAL	TESTING	000000	35.00
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						381.75
01-0418	BLACK HILLS PIONEER					
	I-52639	610-4361-423	PUBLISHING	CLASS.AD - TROLLEY DRIVERS	000000	130.00
01-0619	TWILIGHT FIRST AID & SA					
	I-INV-29339	610-4361-426	SUPPLIES	TWLTS,SFTY GLSS,TBLTS,BNDGS-TR	000000	175.52
01-1503	BLACK HILLS SPECIAL SER					
	I-24431	610-4361-422	PROFESSIONAL	TROLLEY CLEANING - JUNE	000000	210.00
	I-24432	610-4361-422	PROFESSIONAL	TROLLEY CLEANING - JULY	000000	2,950.00
01-1626	SERVALL UNIFORM AND LIN					
	I-0373191	610-4361-422	PROFESSIONAL	TOWELS & MATS - TROLLEY	000000	130.78
01-1653	STURDEVANT'S AUTO PARTS					
	I-32-787042	610-4361-426	SUPPLIES	FREON-CNTP-DRILL BITS/TROLLEY	000000	39.33
	I-32-788092	610-4361-426	SUPPLIES	OXYGEN SEN,PSA,HTR FIT-TROLLEY	000000	73.10
	I-32-788184	610-4361-426	SUPPLIES	COPPER ANTI-SEIZE - TROLLEY	000000	9.99
	I-32-788686	610-4361-426	SUPPLIES	HI PWR BRK C,SIL-GLYDE/TROLLEY	000000	14.35
	I-32-789142	610-4361-426	SUPPLIES	INSTALLATION HDWR - TROLLEY	000000	16.22
01-2221	SD DEPT. OF LABOR					
	I-063020	610-4361-411	SALARIES	UNEMPLOYMT BENEF.-#41155.0-4	000000	1,950.00
01-3060	QUIK SIGNS					
	I-30673	610-4361-426	SUPPLIES	3 SIGNS - 31 x 10 - TROLLEY	000000	68.39
01-3346	REGIONAL HEALTH					
	I-700000832072020	610-4361-422	PROFESSIONAL	TESTING	000000	110.00
01-3654	SPEARFISH AUTO SUPPLY					
	I-162910	610-4361-426	SUPPLIES	FUSE BLK,SWITCHES,HT SHRNK/TRO	000000	116.05
01-3706	STURGIS AUTO PARTS, INC					
	I-238092	610-4361-426	SUPPLIES	DISC PADS,BRAKE PAD - TROLLEY	000000	208.89
	I-239396	610-4361-426	SUPPLIES	LIGHTED JUMBO CLOCK - TROLLEY	000000	35.96
01-4317	VIGILANT BUSINESS SOLUT					
	I-20807	610-4361-422	PROFESSIONAL	SCREENING	000000	58.00
01-4347	VERIZON CONNECT NWF, I					

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-4347	VERIZON CONNECT NWF, I continued					
	I-OSV000002184817	610-4361-422	PROFESSIONAL	GPS SERVICE - JULY / TROLLEY	000000	95.95
DEPARTMENT 361 TROLLEY DEPARTMENT						TOTAL: 6,392.53

01-0510	GOLDEN WEST TECHNOLOGIE					
	I-370982	610-4362-422	PROFESSIONAL	MANAGED FIREWALL -PKG RAMP	000000	75.00
01-1333	DEADWOOD ELECTRIC					
	I-22207	610-4362-425	REPAIRS	REPAIR WIRES AT PARKING RAMP/R	000000	67.10
01-3151	KONE INC.					
	I-959617692	610-4362-422	PROFESSIONAL	JULY ELEVATOR MAINT/REC CENTER	000000	160.13
01-3896	EAGLE ENTERPRISES, LLC					
	I-22460	610-4362-425	REPAIRS	LED WALL PACK FIXTURE-PKG RAMP	000000	1,413.32
01-4625	FIB CREDIT CARDS					
	I-07/31/20 PUB BLDGS	610-4362-426	SUPPLIES	TEST PARKING TICKETS/RAMP	000000	1.00
	I-07/31/20 PUB BLDGS	610-4362-426	SUPPLIES	TEST PARKING TICKETS/RAMP	000000	1.50
DEPARTMENT 362 BROADWAY GARAGE						TOTAL: 1,718.05

FUND 610 PARKING/TRANSPORTATION						TOTAL: 8,492.33

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-2942	FIRST GOLD HOTEL					
		I-081120	720-4000-429	OTHER	DEPOS.REFUND - 3 WHEELER RALLY 000000	1,100.00
01-4015	LIBBY PRODUCTIONS, LLC					
		I-081120	720-4000-429	OTHER	DEPOSIT REFUND - PBR 000000	1,100.00
DEPARTMENT 000 NON-DEPARTMENTAL TOTAL:						2,200.00

FUND 720 DEPOSITS HELD TOTAL:						2,200.00

8/14/2020 10:46 AM

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 21

PACKET: 05120 COMBINED - 8/18/20

VENDOR SET: 01

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-JUL-081420	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000	9,629.40
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	9,629.40
			FUND	722 SALES TAX AGENCY	TOTAL:	9,629.40

PACKET:05120 COMBINED - 8/18/20

VENDOR SET:01

FUND:723 NICKEL SLOT PAYMENT AGNCY

DEPARTMENT:000 NON-DEPARTMENTAL

BUDGET TO USE:CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0579	SD COMMISSION ON GAMING					
	I-081220	723-4000-429	OTHER	CITY SLOTS - PYMT 2, YR 3	000000	109,375.00
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	109,375.00

			FUND	723	NICKEL SLOT PAYMENT AGNCY	TOTAL:
						109,375.00
					REPORT GRAND TOTAL:	622,544.23

Library Assistant I

Department: Library

Reports to: Library Director

Position Overview: Performs responsible and varied duties working with the public in the area of circulation services. Works in technical library services area cataloging and processing new materials, updating holdings information for Consortium catalog while working as part of a team to support library goals and activities.

Essential Duties and Responsibilities:

Understands and is able to perform all jobs related to circulation services, including but not limited to: charging, discharging, and renewing library materials; registering patrons; collecting and recording fines and fees; shelving materials accurately and maintaining the order of shelves.

Provides patrons with general information on library services; assists and instructs patrons and visitors in the use of library services including online catalog and electronic resources.

Works in library technical services area cataloging and processing new materials, updating holdings information and assisting with collection development.

Assists with research requests and the planning and care of archived materials in library vault.

Becomes familiar with resources available in the South Dakota Room and serves as informational contact for patrons and visitors.

Develops instructive programs for library patrons regarding the use of online catalog and digital catalog.

Opens and closes the library according to procedures.

Assists with social media postings for communication and marketing of library services and programs.

Assists with special projects and performs other duties, as assigned.

Required Knowledge, Skills, and Abilities:

Ability to interact courteously and effectively with the public
Ability to understand and interpret library policies and procedures
Ability to assist public with computer use and technical issues
Ability to work both independently and as a team member

Working Conditions:

Work is performed in a library environment while sitting at a desk or computer terminal or while standing at a counter for extended periods of time.

Physical Demands:

Ability to move and/or lift materials up to 25 pounds.

Ability to push a loaded book truck

Regularly required to stand, walk, bend, kneel, reach, climb, balance and sit

Ability to operate a keyboard at efficient speed and typical office equipment, including computer hardware

Vision and hearing at or correctable to "normal ranges"

Minimum Qualifications:

High School graduate or equivalent with customer service experience.

Preferred Qualifications:

College degree with library experience.

Demonstrated customer-service orientation, solid computer literacy with familiarity in library systems, interest and experience in history and research, exceptional organizational skills, ability to work in a team environment.

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

Employee Signature

Date

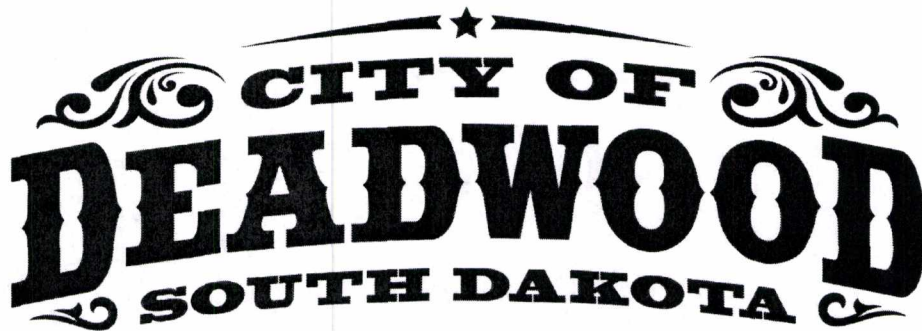
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PART-TIME WAGE SCALE - 2020

Revised and Approved by City Commission on August 17, 2020

Added Library Assistant I and II & Page

Department	Starting Wage	After 1 Year of Service	After 2 Years of Service	After 3 Years of Service	After 4 Years of Service	Top Wage for Position
Janitorial	\$ 14.15	\$ -	\$ -	\$ -	\$ -	\$ -
Seasonal Parks	\$ 12.50	\$ -	\$ -	\$ -	\$ -	\$ -
Public Wrks Seasonal Tech	\$ 14.50					
Parking Ramp	\$ 12.50	\$ -	\$ -	\$ -	\$ -	\$ -
Rec Center Front Desk	\$ 12.50	\$ -	\$ -	\$ -	\$ -	\$ -
Lifeguards-5/18/15	\$ 12.50	\$ -	\$ -	\$ -	\$ -	\$ -
Rec Ctr Asst. Mgr.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Swim Instructor						\$ -
Spec. Proj. Coord						\$ -
Mt. Moriah	\$ 12.50	\$ -	\$ -	\$ -	\$ -	\$ -
Office Assistants	\$ 12.50	\$ -	\$ -	\$ -	\$ -	\$ -
Library Assistant I	\$ 14.50	\$ -	\$ -	\$ -	\$ -	\$ -
Library Assistant II	\$ 12.50	\$ -	\$ -	\$ -	\$ -	\$ -
Library Page	\$ 9.30	\$ -	\$ -	\$ -	\$ -	\$ -
Police Reserves	\$ 13.25	\$ -	\$ 13.83	\$ 14.46	\$ 15.46	\$ 15.46
Trolley	\$ 12.73	\$ 13.44	\$ 14.15			\$ 14.15



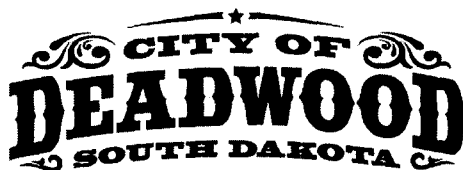
Event Complex Rental and Use Agreement

Event: Days of '76 Steer Roping

Date: _____

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

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



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Days of '76 Steer Roping

Contact Information:

Name of Applicant: Chris Roberts

Business/Organization: Days of '76

Mailing Address: PO Box 391

City, State Zip: Deadwood, SD 57732

Business Phone: 605-920-1116

Cell Phone: _____

Email Address: chris.roberts@hubinternational.com

Dates Event Complex requested:

Set up Date(s): 8/22/2020 Hour(s): _____

Event Date(s): 8/23/2020-8/25/2020 Hour(s): 8:00am - 5:00pm

Clean-up Date(s): 8/25/2020 Hour(s): _____

Approximate number of people who will attend: 300

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

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

Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

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

Rental Fees:

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

Ticketed Events:

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge or facility use fee to each ticket sold in lieu of any rental fee above. The City of Deadwood has a ticket surcharge established by resolution in the amount of \$1.00 per ticket sold. **The City Of Deadwood reserves the right to apply the rental Fee regardless of any application for the use of the ticket surcharge in lieu of rental fees.**

Rental Fees subject to change.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Event Complex Facilities \$ _____ Key Deposit \$ 100.00

Parking Lots \$ _____ Cleaning/Damage Deposit \$ 1,000.00

Baseball Fields \$ _____

Total Fees \$ _____ **Total Deposits** \$ 1,100.00

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

Organization: Day's of '76

Name: Chris Roberts

Title: Member

Signature: Chris Roberts

Digitally signed by Chris Roberts
Date: 2020.06.05 08:36:11 -06'00'

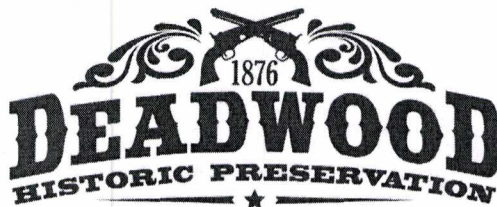
Date: _____

For Office Use Only:

Date Fees Received _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____



MEMORANDUM

Date: August 13, 2020
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: 30 Adams Street Retaining Wall

On July 28, 2020, bids for the construction of the retaining wall at 30 Adams Street were opened at City Hall. Bids were received from the following companies: RCS Construction, CAI Construction, and C. Eagle Construction. The bid tab is attached with base bid and alternate results. The engineer's estimate for this project is \$206,687.00.

Staff has had several meetings, correspondence and calls with the owner regarding acceptance of their share of the cost of the retaining wall and direction on owner initiated alternates.

Staff recommends accepting RCS Construction's base bid of \$127,800.00 and rejecting both bid Alternates #1 and #2. Staff also recommends authorizing Mayor David R. Ruth, Jr. to sign the standard three way contract with RCS Construction, owner and the city.

This expenditure will be paid out of the budgeted HP Retaining Wall Program line item.

Recommend Motion: Accepting RCS Construction's bid of \$127,800.00 and reject all Alternates to construct the retaining wall at 30 Adams Street and further authorize Mayor David R. Ruth, Jr. to sign the contract. This will be paid out of the budgeted HP City Retaining Wall Program line item.

**NOTICE OF PUBLIC HEARING
REGARDING USE OF PUBLIC SIDEWALK ALONG DEADWOOD STREET**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held August 17, 2020 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Lease a portion of public sidewalk (approximately 884 square feet) along Deadwood Street and adjacent to the structure located at 685 Main Street.

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

Dated this 3rd day of August, 2020.

CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Publish B.H. Pioneer: August 6, 2020

**NOTICE OF PUBLIC HEARING
FOR STREET CLOSURE, OPEN CONTAINER, VENDING AND BANNER FEE
DEADWOOD JAM**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held August 17, 2020, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Street Closure Requests:

Concerts: Deadwood Street closed from Main Street to Pioneer Way starting on Friday, September 18 at 6:00 a.m. and will remain closed through midnight on Saturday, September 19, 2020.

Open Container Requests:

Friday, September 18, 2020: Relaxation of Open Container Ordinance on Main Street from Tin Lizzie Gaming Resort to Masonic Temple, Broadway St from Wall to Shine. Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to 83 Sherman Street from 5:00 p.m. to 10:00 p.m.

Saturday, September 19, 2020: Relaxation of Open Container Ordinance on Main Street from Tin Lizzie Gaming Resort to Masonic Temple, Broadway St from Wall to Shine. Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to 83 Sherman Street from Noon to 10:00 p.m.

Request to Waive Banner Fee:

Request to waive banner fees Friday, September 18 and Saturday, September 19 for sponsor banners.

Request to Waive Vendor Fee and Allow Vending on Public Property:

To grant exception and waive fees for the ordinances pursuant to the following City Codes: 5.28.080-vending, 5.28.030-vending on public property for Deadwood Jam, on Friday, September 18 and Saturday, September 19, 2020 for the following non-profits: Deadwood Jam

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

Dated this 3rd day of August, 2020.

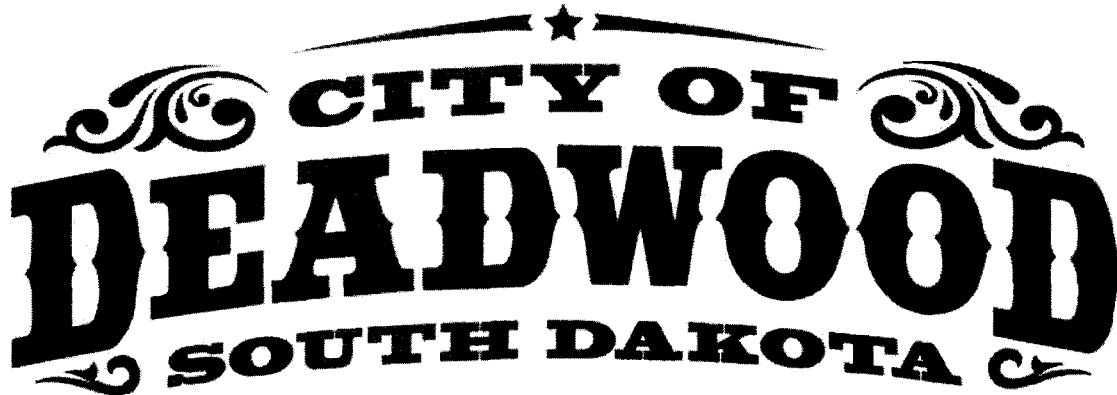
CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Please Publish: B.H. Pioneer, August 6, 2020

For any public notice that is published one time:

Published once at the total approximate cost of _____.



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

The Deadwood Jam 9-18 9-19 2020

Instructions:

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

EVENT INFORMATION

Type of Event:

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

Event Title: The Deadwood Jam

Event Date(s): September 18-19 2020 Total Anticipated Attendance: 2000
(month, day, year)

(# of Participants _____ # of Spectators _____)

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

Location / Staging Area: Outlaw Square

Set up/assembly/construction Date: 9/18/2020 Start Time: 8am AM / PM

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

Dismantle Date: 9/19/2020 Completion time: Midnight AM / PM

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

Deadwood Street/Outlaw Square

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

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit) ☐ Noncommercial (nonprofit)

Sponsoring Organization: The Deadwood Jam

Chief Officer of Organization (NAME): Brandon Harvey

Applicant (NAME): sarah Kryger Business Phone: (605) 578-1876

Address: 501 Main Street DEADWOOD Sd 57732
(city) (state) (zip code)

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

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

Name: _____

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

Contact person "on site" day of event or facility use Brandon Harvey Pager/Cell #: 920-9853

(Note: This person must be in attendance for the duration of the event and immediately available to city officials)

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

FEES / PROCEEDS / REPORTING

- | NO | YES | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Is your organization a "Tax Exempt, nonprofit" organization? If YES , you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status). |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Are admission, entry, vendor or participant fees required? If YES , please explain the purpose and provide amount(s):. |

OVERALL EVENT DESCRIPTION: ROUTE MAP / SITE DIAGRAM / SANITATION

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

2 Days of concerts at Outlaw Square Noon till 10pm
Request Deadwood Street Closure 9/18/2020 6am-Midnight 9/19/2020
Request Open container in all Zones
Friday 9/18/2020 5-10pm
Saturday 9/19/2020 Noon-10pm

Request to wave event and sponsor banners.
Request to waive vender fees.

**NOTICE OF PUBLIC HEARING
REGARDING CONSUMPTION OF BEER/WINE AT GORDON PARK**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held August 17, 2020 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Consumption of beer/wine at Gordon Park for Neighborhood Block Club from 4:00 p.m. to 6:00 p.m. on Sunday, September 13, 2020.

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

Dated this 3rd day of August, 2020.

CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Publish B.H. Pioneer: August 6, 2020

**TWIN CITY ANIMAL SHELTER**

P.O. Box 610 • Lead, SD 57754
(605) 584-2480

City of Deadwood

Finance Office

August 6, 2020

102 Sherman St.

Deadwood SD 57732

Re: 2020 spay & neuter funds for the Twin City Animal
Shelter

Dear Jessica,

This letter is to request the release of the Twin City Animal
Shelter spay and neuter funds for 2020 in the amount of
\$3250.00. Please issue a check to the Shelter at your
earliest convenience.

Enclosed is a current balance sheet, per request.

Thank you in advance for your help in this matter.

Sincerely,

Sarah McEvoy

Treasurer, TCAS

1070
DEADWOOD ELECTRIC

PO BOX 908

SPEARFISH, SD 57783

HP OGP Assets
Radio Grounds

10C
Invoice

Date	Invoice #
7/27/2020	22169

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

P.O. No.	Terms	Project
	Net 15	

Quantity	Description	U/M	Rate	Amount
1	MATERIAL (includes sales tax)	ea	1,409.08	1,409.08T
18.5	LABOR (Details on following page)	hr	65.00	1,202.50T
	MOVE PANEL AND CHANGE TO 3-PHAZE. ADD CAMPER BOXES Excise tax		2.041%	53.30
BALANCES NOT PAID WITHIN 15 DAYS FROM INVOICE DATE WILL ACCRUE A SERVICE CHARGE OF 2% PER MONTH.			Total	\$2,664.88



July 14, 2020

CITY OF DEADWOOD
102 SHERMAN ST
DEADWOOD, South Dakota 57732-1309

Dear Robert Nelson Jr,

We are pleased to quote the following for your consideration.

Caterpillar Model: 906M Wheel Loader

906M WHEEL LOADER S3B CERT	437-9005	\$90,060.00	SERIALIZED TECHNICAL MEDIA KIT	421-8926	\$0.00
LANE 2 ORDER	0P-9002	\$0.00	PACK, ROLL ON/ROLL OFF BY SEA	0G-3150	\$226.00
LIGHTS, ROADING RH DRIVE DIP	313-1722	\$0.00	RUST PREVENTATIVE APPLICATOR	0G-3273	\$112.00
ENGINE, 55KW, C3.3B, T4F, HRC	437-9054	\$0.00	SEAT, DELUXE	539-7204	\$785.00
TRANS 22 MPH DIFF LOCK E/H	437-9068	\$1,485.00	SEAT BELT, RETRACTABLE 2"	550-9815	\$0.00
SOUND SUPPRESSION, STANDARD	437-9056	\$0.00	BUCKET-GP, 1.2 YD3, SSL, BOCE	284-9279	\$3,399.00
VALVE, DRAIN, ECO	308-0189	\$157.00			
PRECLEANER	377-7559	\$241.00			
FAN, COOLING, ON DEMAND	447-9417	\$416.00	Total Machine List:		\$123,518.00
CPLR, VERT, HIGH FLOW	452-0773	\$5,670.00	Sourcewell Member Discount 23%		(\$28,409.14)
CAB, DELUXE, SINGLE BRAKE	438-1876	\$6,060.00			\$95,108.86
AIR CONDITIONER, AND HEATER	437-9132	\$5,570.00	Butler Machinery Additional Disc.		(\$12,369.29)
JOYSTICK,E/H,TANDEM VALVE	437-9092	\$0.00	Base Machine Price		\$82,739.57
SECURITY SYSTEM, NONE	433-3258	\$0.00			
FEATURE PACKAGE, LOAD/ROAD	447-0746	\$5,610.00	2020 HYD SNOWBLOWER 85" - X049979		\$8,165.00
TIRES, 340/80 R18,FS,DURAFORCE	332-1834	\$1,325.00	F5100 Carriage		\$483.55
HYDRAULIC OIL, STANDARD	454-2908	\$0.00	150-4-36-2 Tines		\$390.21
ANTIFREEZE, -36C (-32F)	454-2909	\$0.00	Dealer Prep		\$2,461.00
INSTRUCTIONS, ANSI	462-0852	\$0.00	Freight		\$1,835.08
LIGHTS, STD, HALOGEN	448-9539	\$605.00	Warranty		\$2,490.00
ALARM, BACK UP	423-3083	\$198.00			
HEATER, ENGINE COOLANT, 120V	345-3556	\$198.00	Total Balance Due		\$98,564.41
PRODUCT LINK, CELLULAR PL641	573-9587	\$846.00	Less Trade Allowance		(\$17,500)
RADIO, AM/FM BLUETOOTH	541-4413	\$555.00	Price Complete Sourcewell Cat Contract #032119-CAT		\$81,064.41

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
904B	CATERPILLAR (AA)	B4L00750	2007	\$17,500.00

WARRANTY

Standard Warranty:

12 Months Standard Warranty excluding mileage

Extended Warranty:

906-60 MO/3000 HR PREMIER

We believe the equipment as quoted will exceed your expectations. Thank you for the opportunity to quote this equipment.

Sincerely,

Beau Riopel
Machine Sales Representative BeauRiopel@buttermachinery.com
605-209-4668



SALES AGREEMENT

DATE Jul 28, 2020

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

PURCHASER	CITY OF DEADWOOD			
STREET ADDRESS	102 SHERMAN ST			<SAME>
CITY/STATE	DEADWOOD, SD	COUNTY	LAWRENCE	
POSTAL CODE	57732-1309	PHONE NO.	605-578-3082	
CUSTOMER CONTACT:	EQUIPMENT	ROBERT NELSON JR - PHONE NO. 605-641-7733		
	PRODUCT SUPPORT	ROBERT NELSON JR - PHONE NO. 605-641-7733		
INDUSTRY CODE:	GOVT. - CITY - MUNICIPAL(950)	PRINCIPAL WORK CODE		
CUSTOMER NUMBER	C21825	Sales Tax Exemption # (if applicable)	466000091	
PAYMENT TERMS:		(All terms and payments are subject to Finance Company - OAC approval)		
NET PAYMENT ON INVOICE	<input type="checkbox"/>	CASH	<input type="checkbox"/>	FINANCIAL SERVICES <input checked="" type="checkbox"/> CONTRACT <input type="checkbox"/> LEASE
CASH WITH ORDER		BALANCE TO FINANCE	CONTRACT INTEREST RATE	0.00
PAYMENT PERIOD	ANNUAL	PAYMENT AMOUNT	NUMBER OF PAYMENTS	OPTIONAL BUY-OUT
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED				
MAKE: CATERPILLAR	MODEL: 906M	YEAR: 2020	NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>	
STOCK NUMBER: M027832	SERIAL NUMBER: 0H6604542	APPROX HOURS: 4		
906M WHEEL LOADER S3B CERT	JOYSTICK, E/H, TANDEM VALVE	SERIALIZED TECHNICAL MEDIA KIT		
LANE 2 ORDER	SECURITY SYSTEM, NONE	PACK, ROLL ON/ROLL OFF BY SEA		
LIGHTS, ROADING RH DRIVE DIP	FEATURE PACKAGE, LOAD/ROAD	RUST PREVENTATIVE APPLICATOR		
ENGINE, 55KW, C3.3B, T4F, HRC	TIRES, 340/80 R18, FS, DURAFORCE	SEAT, DELUXE		
TRANS 22 MPH DIFF LOCK E/H	HYDRAULIC OIL, STANDARD	SEAT BELT, RETRACTABLE 2"		
SOUND SUPPRESSION, STANDARD	ANTIFREEZE, -36C (-32F)	2020 HYD SNOWBLOWER 85" - X049979		
VALVE, DRAIN, ECO	INSTRUCTIONS, ANSI	BUCKET-GP, 1.2 YD3, SSL, BOCE		
PRECLEANER	LIGHTS, STD, HALOGEN	F5100		
FAN, COOLING, ON DEMAND	ALARM, BACK UP	150-4-36-2		
CPLR, VERT, HIGH FLOW	HEATER, ENGINE COOLANT, 120V			
CAB, DELUXE, SINGLE BRAKE	PRODUCT LINK, CELLULAR PL641			
AIR CONDITIONER, AND HEATER	RADIO, AM/FM BLUETOOTH			
TRADE-IN EQUIPMENT		SELL PRICE	\$98,564.41	
MODEL: 904B - CATERPILLAR(AA)	YEAR: 2007 SN: B4100750	EXT WARRANTY	Included	
VALUE: \$17,500.00	PAYOUT TO: AMOUNT: \$ PAID BY:	LESS TRADE ALLOWANCE	(\$17,500.00)	
MODEL: YEAR: SN:	PAID BY:	NET TRADE DIFFERENCE	\$81,064.41	
VALUE: PAYOUT TO: AMOUNT: PAID BY:	SN:	BALANCE DUE	\$81,064.41	
MODEL: YEAR: SN:	PAID BY:	EXCLUSION OF PRODUCT WARRANTY		
VALUE: PAYOUT TO: AMOUNT: PAID BY:	SN:	1. EXCLUSION OF IMPLIED WARRANTIES: BUTLER MACHINERY COMPANY / NCRL LLC, as Seller, and the above Buyer agree that any IMPLIED WARRANTIES OR MERCHANTABILITY OR IMPLIED WARRANTY OR FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, except for any express written warranties applicable hereto, are EXCLUDED from this transaction by BUTLER MACHINERY COMPANY / NCRL LLC AND ANY OF THEIR AFFILIATES and shall not apply to any product sold hereunder.		
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.		2. Buyer further agrees that his SOLE AND EXCLUSIVE remedy, if any, against BUTLER MACHINERY COMPANY / NCRL LLC AND ANY OF THEIR AFFILIATES and Manufacturer shall be as contained in any express written warranty applicable hereto, if any. To the extent applicable, Buyer acknowledges that he has received, read, understands and accepts the terms contained therein. The Buyer agrees that no other remedy (including but not limited to claims for LOST PROFITS, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, PUNITIVE, ECONOMIC OR INCIDENTAL LOSS) shall be available to him or any of his successors or assignees.		
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.				
<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY	INITIAL	<input type="checkbox"/> USED EQUIPMENT WARRANTY	INITIAL	
The customer acknowledges that he has received a copy of the BUTLER MACHINERY COMPANY / NCRL LLC/Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 12 Months Standard Warranty excluding mileage 906-60 MO/3000 HR PREMIER		When equipment covered by this order is used, BUYER AFFIRMS AND ACKNOWLEDGES THAT HE HAS EXAMINED THE EQUIPMENT and is buying the equipment "AS IS" and with NO OTHER REPRESENTATIONS OR WARRANTIES, unless otherwise specified in writing below. Warranty applicable:		
CSA:				
NOTES:				

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

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

PURCHASER

BY _____ DATE _____
Authorized Signature

TITLE _____

SALESMAN Beau Riopel
BUTLER MACHINERY COMPANY / NCRL LLC

APPROVED AND ACCEPTED ON _____
CITY OF DEADWOOD

PURCHASER

BY _____ SIGNATURE _____

TITLE _____ BUYER

Sales Agreement TERMS AND CONDITIONS (Referred to on the Reverse Side Hereof)

THIS ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

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

PRODUCT LINK USER AGREEMENT

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

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

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



4165 30th Ave S Suite 100
Fargo, ND 58104

August 17, 2020

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

RE: Lease with Option to Purchase Agreement No. 40002920

Dear Mr. Ruth:

Enclosed please find the following documentation for this lease:

- Lease with Option to Purchase Agreement No. 40002920
- Exhibit A - Equipment Description
- Exhibit B - Rental Payments
- Exhibit C - Certificate of Acceptance
- Exhibit D - Resolution
- Insurance Coverage Information

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

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

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

Sincerely,
CapFirst Equipment Finance, Inc.

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

Andy Erickson
Vice President

LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40002920

Between

CapFirst Equipment Finance, Inc.

As Lessor

and

City of Deadwood, South Dakota

As Lessee

Dated as of August 17, 2020

THIS LEASE WITH OPTION TO PURCHASE AGREEMENT dated as of 8/17/2020 (the Lease), by and between CapFirst Equipment Finance, Inc., a corporation duly organized and existing under the laws of the state of North Dakota as lessor ("Lessor") whose address is 4165 30th Ave S, Suite 100, Fargo, ND 58104; and City of Deadwood, South Dakota a political subdivision of the state of South Dakota as lessee ("Lessee"), whose address is 102 Sherman St, Deadwood, SD 57732;

WITNESSETH:

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

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

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

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

ARTICLE I

DEFINITIONS AND EXHIBITS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State: The State of South Dakota.

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

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

Section 1.2. Exhibits.

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

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

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

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

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

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

LEASE OF EQUIPMENT

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

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

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

ARTICLE IV

TERM OF LEASE

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

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

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

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

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

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

ARTICLE V

RENTAL PAYMENTS

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

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

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

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

ARTICLE VI

INSURANCE AND NEGLIGENCE

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

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

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

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

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

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

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

ARTICLE VII

OTHER OBLIGATIONS OF LESSEE

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

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

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

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

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

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

ARTICLE VIII

TITLE

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

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

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

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

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

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

ARTICLE IX

WARRANTIES

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

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

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

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

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

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

ARTICLE X

OPTION TO PURCHASE

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

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

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

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

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

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

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

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

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

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

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

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

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

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

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

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

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

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

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

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

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

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

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

LESSOR:

CapFirst Equipment Finance, Inc.

By: _____

Title: _____

Date: 8/17/2020

LESSEE:

City of Deadwood, South Dakota

By: _____ 

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

Date: 8/17/2020

ATTEST:

By: _____ 

Name/Title: Jessica McKeown / Finance Officer

EXHIBIT A

EQUIPMENT

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

Date of Lease: 8/17/2020

Lease #: 40002920

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

Location Site: 102 Sherman St Deadwood, South Dakota 57732

QTY.	SERIAL NO.	DESCRIPTION
1	H6604542	2020 Caterpillar 906M Wheel Loader

Description of Financed Amount:

Cost of above Equipment	\$98,564.41
Cost of related charges:	
Transportation	
Physical Modifications (specify)	
Warranty	
Add: Sales or other tax, if applicable	
Less: Trade - In, if applicable	\$17,500.00
Down Payment	
Net Financed Amount:	\$81,064.41

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

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

Date of Lease: 8/17/2020
Lease #: 40002920
Annual Percentage Rate: 3.50%

RENTAL PAYMENTS

Rental Payment Date	Rental Payment	Interest	Principal	Purchase Option Price*
8/15/2021	\$13,365.43	\$2,860.90	\$10,504.53	\$72,911.00
8/15/2022	\$13,365.43	\$2,469.60	\$10,895.83	\$61,259.00
8/15/2023	\$13,365.43	\$2,088.24	\$11,277.19	\$49,334.00
8/15/2024	\$13,365.43	\$1,693.54	\$11,671.89	\$37,128.00
8/15/2025	\$38,000.00	\$1,285.03	\$36,714.97	\$0.00

*After payment of Rental Payment due on such date.

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting Mayor of the City of Deadwood, South Dakota (Lessee); and, with respect to the Lease with Option to Purchase Agreement dated August 17, 2020 (Lease), by and between Lessee and CapFirst Equipment Finance, Inc. (Lessor), that:

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

2. The rental payments provided for on Exhibit B to the Lease (the Rental Payments) shall commence and be due and payable on 8/15/2021 and continue thereafter, on the dates and in the amounts shown on Exhibit B to the Lease.

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

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

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

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

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

Dated: August 17, 2020

City of Deadwood, South Dakota

By: _____ 

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

ATTEST:

By: _____ 

Name/Title: Jessica McKeown / Finance Officer

EXHIBIT D

RESOLUTION RELATING TO LEASE WITH OPTION
TO PURCHASE AGREEMENT NO. 40002920

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

Section 1. Recitals and Authorization. The Issuer, as lessee, has heretofore entered into a Lease with Option to Purchase Agreement No. 40002920 dated as of 8/17/2020 (the Lease), with CapFirst Equipment Finance, Inc., as lessor. It is hereby determined that it is necessary and desirable and in the best interests of the Issuer to enter into the Lease for the purposes therein specified, and the execution and delivery of the Lease by the Issuer are hereby approved, ratified and confirmed.

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

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

City of Deadwood, South Dakota

By: _____ 

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

ATTEST:

By: _____ 

Name/Title: Jessica McKeown / Finance Officer

INSURANCE COVERAGE REQUIREMENT

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

INSURANCE AGENT DATA:

NAME OF INSURANCE AGENT: _____

ADDRESS: _____

PHONE #: _____ CONTACT PERSON: _____

Named Insured / Lessee:

City of Deadwood, South Dakota

Lease with Option to Purchase Agreement No.:

40002920

Coverage:

All Risk Personal Property and/or
EDP, if applicable

Certificate Holders:

Loss Payee(s) As Their Interests

May Appear:

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

Coverage:

General Liability

Certificate Holders:

Additional Insured:

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

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

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

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

► Under Internal Revenue Code section 149(e)

OMB No. 1545-0720


Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority Check box if Amended Return ☐

1 Issuer's name City of Deadwood, South Dakota		2 Issuer's employer identification number (EIN) 4 6 6 0 0 0 9 1	
3 Number and street (or P.O. box if mail is not delivered to street address) 102 Sherman St		Room/suite	
4 City, town, or post office, state, and ZIP code Deadwood, SD 57732		5 Report number (For IRS Use Only)	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Jessica McKeown / Finance Officer		7 Telephone number of officer or legal representative (605) 578-2600	

Part II Description of Obligations Check one: a single issue ☒ or a consolidated return ☐

8a Issue price of obligation(s) (see instructions)	8a	81,064	41
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ► 08/17/2020			
9 Amount of the reported obligation(s) on line 8a that is:			
a For leases for vehicles	9a	81,064	41
b For leases for office equipment	9b		
c For leases for real property	9c		
d For leases for other (see instructions)	9d		
e For bank loans for vehicles	9e		
f For bank loans for office equipment	9f		
g For bank loans for real property	9g		
h For bank loans for other (see instructions)	9h		
i Used to refund prior issue(s)	9i		
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j		
k Other	9k		
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box <input type="checkbox"/>			
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>			
12 Vendor's or bank's name: CapFirst Equipment Finance, Inc.			
13 Vendor's or bank's employer identification number: 8 1 4 0 8 4 4 7 3			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.			
	Signature of issuer's authorized representative 		Date David R. Ruth, Jr. / Mayor	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ►	Firm's EIN ►		
	Firm's address ►	Phone no.		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue.

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues.

For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form 4 hr., 46 min.

Preparing the form 2 hr., 22 min.

Copying, assembling, and sending the form to the IRS 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

► Under Internal Revenue Code section 149(e)

OMB No. 1545-0720


Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority Check box if Amended Return ☐

1 Issuer's name City of Deadwood, South Dakota		2 Issuer's employer identification number (EIN) 4 6 6 0 0 0 9 1	
3 Number and street (or P.O. box if mail is not delivered to street address) 102 Sherman St		Room/suite	
4 City, town, or post office, state, and ZIP code Deadwood, SD 57732		5 Report number (For IRS Use Only)	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Jessica McKeown / Finance Officer		7 Telephone number of officer or legal representative (605) 578-2600	

Part II Description of Obligations Check one: a single issue ☒ or a consolidated return ☐

8a Issue price of obligation(s) (see instructions)	8a	81,064	41
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ► 08/17/2020			
9 Amount of the reported obligation(s) on line 8a that is:			
a For leases for vehicles	9a	81,064	41
b For leases for office equipment	9b		
c For leases for real property	9c		
d For leases for other (see instructions)	9d		
e For bank loans for vehicles	9e		
f For bank loans for office equipment	9f		
g For bank loans for real property	9g		
h For bank loans for other (see instructions)	9h		
i Used to refund prior issue(s)	9i		
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j		
k Other	9k		
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box <input type="checkbox"/>			
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/>			
12 Vendor's or bank's name: CapFirst Equipment Finance, Inc.			
13 Vendor's or bank's employer identification number: 8 1 4 0 8 4 4 7 3			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.			
	Signature of issuer's authorized representative 		Date David R. Ruth, Jr. / Mayor	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ►	Firm's EIN ►		
	Firm's address ►	Phone no.		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC, and any attachments, with the Department of the Treasury, Internal Revenue Service Center, Ogden, UT 84201.

Private delivery services. You can use certain private delivery services designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These private delivery services include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The private delivery service can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal Government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of \$100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to

multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or \$5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the "Amended Return" box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. You can get this form on the IRS website at IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676). You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office does not deliver mail to the street address and the issuer has a P.O. box, show the box number instead of the

street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note. The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Do not make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2010 for a single issue issued on March 15, 2010), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2010, enter 01/01/2010).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Do not complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that does not represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also print the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note. If the issuer authorizes in line 6 the IRS to communicate with a person other than an officer or other employee of the issuer, (such authorization shall include contact both in writing regardless of the address entered in lines 3 and 4, and by telephone) by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization should not sign the return. Certain others who prepare the return should not sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., should not sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* box. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

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The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is:

Learning about the law or the form 4 hr., 46 min.

Preparing the form 2 hr., 22 min.

Copying, assembling, and sending the form to the IRS 2 hr., 34 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where To File*.

DEADWOOD

FIRE DEPARTMENT

737 MAIN STREET
DEADWOOD, SD 57732-1015
PHONE (605) 578-1212 • FAX (605) 578-1190
E-mail: firedept@rushmore.com

10E

14 August 2020

To: Honorable Mayor and Commissioners

From: Deadwood Volunteer Fire Department

Reference: PPE storage units

Greeting

The Fire Department would like to purchase storage unit for our Personal Protective Equipment at a cost not to exceed \$7,100.00 plus Freight which is a budgeted item.

This will allow firefighter to hang their gear in an organized manner so that is always ready for immediate donning. This will get the gear out of the gear bags, thus preventing dirt and moisture from being trapped, which may degrade the performance of the gear.

As always, any questions please contact Chief Rakow or Ken Hawki. Thank you for your time and consideration.

Thanks Again

Ken Hawki

DVFD

10F

DEADWOOD

FIRE DEPARTMENT

737 Main Street
Deadwood, SD 57732-1015
Phone (605) 578-1212 • Fax (605) 578-1190
Email: firedept@rushmore.com

14th August 2020

To: Honorable Mayor and Commissioners

From: Deadwood Fire Department

Ref: Extractor/Washer

Good Afternoon

The Fire Department would like to purchase a PPE Extractor/Washer for the proper cleaning of our firefighting Protective gear at a cost not to exceed \$5,500.00 from M & T Fire Equipment. This is a budgeted item for 2020.

Recent research in Firefighter Cancer has shown that firefighter clothing that is being cleaned in household type washer are not capable of removing carcinogens and are aiding in the raise in Firefighter cancer. The addition of this extractor will allow firefighter to properly clean their PPE to remove the carcinogens and increasing Firefighter safety.

PPE Drier is also budgeted, quote came in higher than we would like spend and feel that the Volunteers can build a drier for a lot less money and have just as good of a drier, We will continue to price and research this effort.

If there are any questions or comments please contact Chief Rakow or Ken Hawki.

Thank you

Ken Hawki

DVFD

2020-19
RESOLUTION APPROVING AND RECOMMENDING OF TAX
INCREMENTAL DISTRICT PLAN NUMBER THIRTEEN,
CITY OF DEADWOOD

WHEREAS, the Planning Commission of City of Deadwood, South Dakota, received an application to create a Tax Incremental District and thereafter prepared a Notice of Hearing held on August 5th, 2020 advising interested parties that they were being given a reasonable opportunity to express their views on the proposed creation of a Tax Incremental District on real property consisting of the following parcels:

District Legal Description:

BLOCK 3A, BLOCK 4A AND DEDICATED PUBLIC RIGHT OF WAY OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION TO THE CITY OF DEADWOOD ALL LOCATED IN THE SW1/4 OF SECTION 14, THE SE1/4 OF SECTION 15, THE NE1/4NE1/4 OF SECTION 22 AND THE N1/2NW1/4 OF SECTION 23, T5N, R3E, B.H.M., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

TRACT D-2, FORMERLY TRACT D OF M.S. 696 PALISADES STONE PLACER, ALL LOCATED IN THE NE ¼ AND THE SE ¼ SECTION 15, T5N, R3E, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA AND SHOWN ON PLAT DOCUMENT NO. 2008-5076. THE SUBJECT AREA CONTAINS 1.68 ACRES, PLUS OR MINUS.

WHEREAS, such Notice was published in the official newspapers in City of Deadwood not less than ten (10) nor more than thirty (30) days from the date of the hearing which was held On August 5th, 2020

WHEREAS, a copy of the Notice was sent prior to publication by first-class mail to the Chief Executive Officers of the following taxing entities:

- City of Deadwood
- Lead-Deadwood School District
- Lawrence County Commission
- Lead-Deadwood Sanitation District

WHEREAS, a hearing was held on August 5th, 2020 as provided in such Notice, and all interested parties were allowed a reasonable opportunity to be heard on the proposed Tax Incremental District Thirteen plan;

NOW THEREFORE, BE IT RESOLVED by the Board of Adjustments of the City of Deadwood, South Dakota:

Authority and declaration of necessity. Pursuant to SDCL §§ 11-9-4 & 11-9-13, City of Deadwood Board of Adjustments hereby declares the necessity to form a tax incremental district in the City of Deadwood NOW THEREFORE, IT IS HEREBY RESOLVED:

1. **Authority and Declaration of Necessity.** The Board of Adjustments declares the necessity for the approval of Tax Incremental District Number Thirteen plan, City of Deadwood, Lawrence County (hereinafter sometimes referred to as the "District"), pursuant to SDCL Chapter 11-9, and finds that the improvement of the area within the District are likely to enhance significantly the value of substantially all of the other real property in the District and is necessary for affordable housing within the County and the City of Deadwood.
2. **Findings.** The Board of Adjustments makes the following findings with regard to economic development:
 - a. More than 50% of the property in the District by area will stimulate and develop the general economic welfare and prosperity of the city;
 - b. Improvements to the District will significantly and substantially enhance the value of all property within the District;
 - c. The aggregate assessed value of the District plus the tax incremental base of all other existing Districts in the City does not exceed Ten (10%) percent of the total assessed valuation in the City;
3. **Boundaries of District.** The Boundaries of the district are determined as to be as follows:

BLOCK 3A, BLOCK 4A AND DEDICATED PUBLIC RIGHT OF WAY OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION TO THE CITY OF DEADWOOD ALL LOCATED IN THE SW1/4 OF SECTION 14, THE SE1/4 OF SECTION 15, THE NE1/4NE1/4 OF SECTION 22 AND THE N1/2NW1/4 OF SECTION 23, T5N, R3E, B.H.M., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

TRACT D-2, FORMERLY TRACT D OF M.S. 696 PALISADES STONE PLACER, ALL LOCATED IN THE NE ¼ AND THE SE ¼ SECTION 15, T5N, R3E, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA AND SHOWN ON PLAT DOCUMENT NO. 2008-5076. THE SUBJECT AREA CONTAINS 1.68 ACRES, PLUS OR MINUS.

4. **Recommendation to Board of Adjustments.** The Deadwood City Planning Commission hereby recommends to the Deadwood City Council that the Tax Increment Plan Number Thirteen is recommended as passed, and hereby submits this resolution as its recommendation to the Board of Adjustments.

Approved and adopted this 17th day of August, 2020.

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

104
RESOLUTION 2020-20

**RESOLUTION APPROVING PROJECT PLAN
FOR TAX INCREMENT DISTRICT #13**

WHEREAS the Deadwood City Commission has determined that it is in the best interest of the City to implement plans which promote economic development and growth in the City. A key component to help with economic development is affordable housing; and

WHEREAS the Commission embraces the concept of Tax Increment Financing as a tool to encourage this desirable growth and redevelopment; and

WHEREAS SDCL 11-9-6 provides for the overlapping of one or more tax incremental districts; and

WHEREAS there has been established Tax Incremental District Number #13, which will overlay Tax Incremental District Number #8 and #12, along with additional areas; and

WHEREAS there has been established Tax Increment District Number #13; and

WHEREAS the Commission deems desirable to promote affordable and diversified housing to help with economic development; and

WHEREAS the Project Plan submitted helps make this development feasible by assisting in the development of improvements to promote the multifamily development; and

WHEREAS the use of Tax Increment Funding to promote this development is in keeping within the statutes adopted by the South Dakota State Legislature; and

WHEREAS there has been developed a Project Plan for this Tax Increment District which proposes these improvements; and

WHEREAS the Commission has considered Project Plan submitted by the Planning Commission and determined that the Project Plan for Tax Increment District #13 is economically feasible; and

WHEREAS the Council has further determined that this Project Plan is in conformity with the adopted Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED by the City of Deadwood that Tax Increment District Project Plan for Tax Increment District #13 and is hereby, as recommended by the Deadwood Planning Commission.

Dated at Deadwood, Lawrence County, South Dakota, this 17th day of August, 2020.

City of Deadwood

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

TAX INCREMENT FINANCE DISTRICT #13



CITY OF DEADWOOD

Submitted by:

August 2020

**Colliers Securities LLC
124 W. Dakota Avenue | Pierre, SD 57501**

Tobin.morris@colliers.com

Table of Contents

Introduction – The Project.....	2
Creation of City of Deadwood Tax Increment District #13	9
Taxable Value of City of Deadwood.....	10
Kind, Number, Location, and Detailed Costs of Proposed Public Works and Improvements SDCL § 11-9-13(1).....	11
Method of Financing, Timing of Costs and Monetary Obligations.....	15
Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions	16
Maps	18
Supplementary Findings	19
Changes to City & County Comprehensive/Master Plan Map, Building Codes & County Ordinances per SDCL §11-9-16 (4)	19
List of Estimated Non-Project Costs	19
Statement of Displacement and Relocation Plan	19
Performance Bond, Surety Bond or Other Guaranty	19
List of Schedules.....	20
List of Attachments.....	21
Schedule 1	22
Detail of Project Costs	22
Schedule 2	27
Economic Feasibility Study & Taxable Value.....	27
Schedule 3	31
Economic Development Study	31
Schedule 4	33
Fiscal Impact Statement for City of Deadwood TID #13	33
Schedule 5	34
Estimated Captured taxable values.....	34
Attachment 1	35
Attachment 2	36
Attachment 3	37
Attachment 4	40

INTRODUCTION – THE PROJECT

Tax Increment Financing (TIF) is an incentive utilized by local governments to attract private development and investment. New investment equals new jobs, more customers, and in turn, more investment opportunity. The incentive can also help attract and retain existing businesses and workers that might otherwise find more attractive options elsewhere. The jobs and additional investment, both private and public, mean more money for the community. Tax Increment Financing helps to overcome costs that often prevent redevelopment and private investment from occurring in the community. As a result, the TIF area itself improves and property values increase.

Specifically, money for improvements and other incentives comes from the growth in property valuations and the corresponding property tax revenues — the tax increment. A tax increment is the difference between the amount of property valuation present within the TIF district before TIF district designation and the amount of property valuation increase due to the creation of a TIF district. Property taxes collected on the original valuation existing in the TIF at the time of its designation continue to be distributed to the city, school district, county and all other taxing districts in the same manner as if the TIF district did not exist. Only property taxes collected as a result of the incremental increase in the value of these properties after formation of the TIF district are available for use by the counties or cities to fund projects costs in the TIF district.

In addition to increasing property valuation, creating a Tax Increment District for the benefit of affordable housing can mean retaining and creating more jobs. Today's business climate allows corporations the flexibility to call any state in the union their home. It is up to local communities to attract and retain companies to their communities. Using Tax Increment Financing is one of the most powerful economic development tools to help communities achieve their goals.

A local government, per South Dakota Codified Law, Chapter 11-9, can designate a specific area within its boundaries as a redevelopment area appropriate for a TIF district and prepare a plan for development. TIF projects must be recommended for approval by the County or City Planning Commission and the County or City Commission/Council.

The intention of this TIF Project is to provide affordable housing in the City of Deadwood for workforce housing. The Project will consist of increasing the availability of affordable housing, including providing the necessary infrastructure for the development.

Affordable housing is important to the economic vitality of communities. It can attract and retain employees to a community, a selling point for area employers. Affordable homes also support the local workforce so they can live close to their jobs. Based upon the 2016 Deadwood-Lead Housing Study, most Deadwood residents were working close to their home, with nearly 54% having a travel time that was less than 10 minutes. Fewer than 20% of Deadwood's residents were traveling 20 minutes or more for employment. Shorter commutes allow workers to spend more time with their families while the community benefits from reduction in traffic congestion, air pollution, and expenditures on roads.

Although Deadwood has seen a slow decrease in population over the last few decades, the housing study estimates that the trend will start to reverse over the next several years. The Deadwood area has many assets including a K-12 school, several large employers, a Downtown Commercial District, health facilities, recreational and tourism opportunities, historic buildings, natural amenities, etc.

These are strong assets that make Deadwood desirable to live in and are key components to the city's long-term success and viability.

With an increase in the number of households in Deadwood there will be a demand for housing. While the existing housing stock is affordable, much is in need of improvements to meet expectations of potential buyers. This is why, in a revitalizing community such as Deadwood, the construction of dependable, affordable homes is so critical. Not only will it meet the demand needed for more households, it can also help to stimulate economic growth. A healthy mix of housing options ensures opportunities for all individuals to improve their economic situation and contribute to their communities.

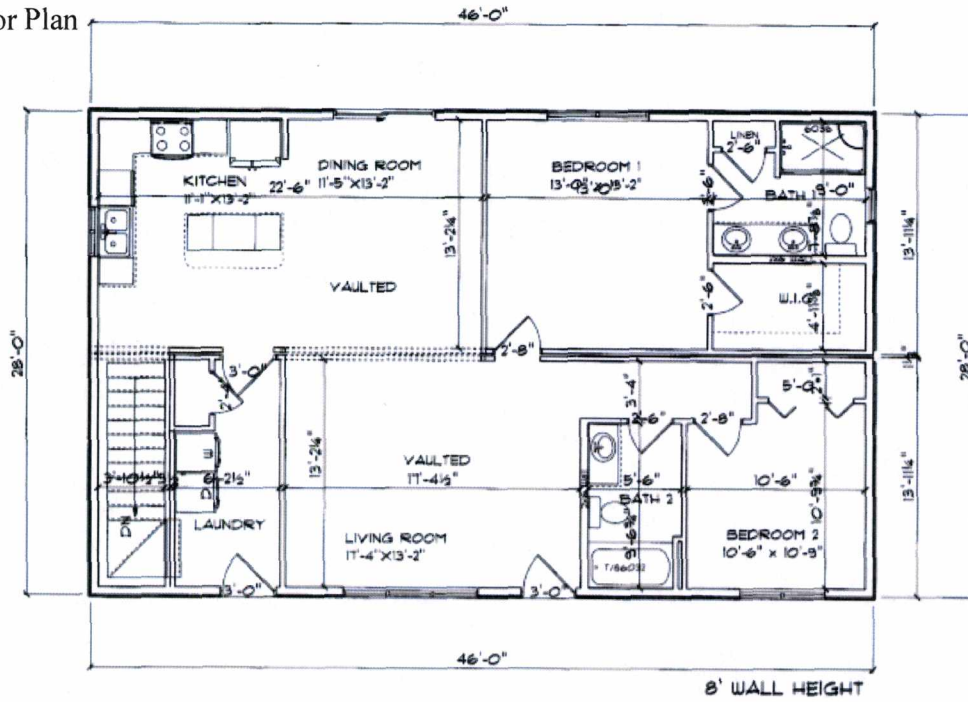
The Developer, William Pearson, is a lifelong Deadwood resident who brings over three decades of experience as a developer. Over the years he has developed office buildings, hotels, multi-family residential buildings, and apartment complexes in the area. He was also a top businessman in the service industry for over 35 years. William was the recipient of the Spirit of Deadwood Award; this award is presented to a community member who does their part to keep Deadwood the famed place it is and keep businesses in Deadwood moving forward. He is very involved in the community having served as a Deadwood City Commissioner and as a member of the Deadwood Planning and Zoning Commission. He was the Project Chairman for Outlaw Square and a board member of multiple boards to include Main Street Initiative, Community Foundation, Deadwood History, Inc., Deadwood Jam, Northern Hills Recreation Association and the Lead YMCA.

The engineer of record is KLJ, is an engineering firm headquartered out of Bismarck, ND that has been dedicated to creating sustainable communities since 1938. They have grown from a small family business into a national multi-disciplinary firm, specializing in a number of markets. KLJ's municipal and rural infrastructure development includes site assessment, environmental evaluation, community planning, concept design, code compliance, impact modeling, construction observation, and landscape architecture. They understand that a well-designed residential development can create diverse housing options, attracting people to a community. Together with local entities, they can create neighborhoods where people want to live. KLJ has numerous offices across seven states including North Dakota, South Dakota, Wyoming, and Colorado.

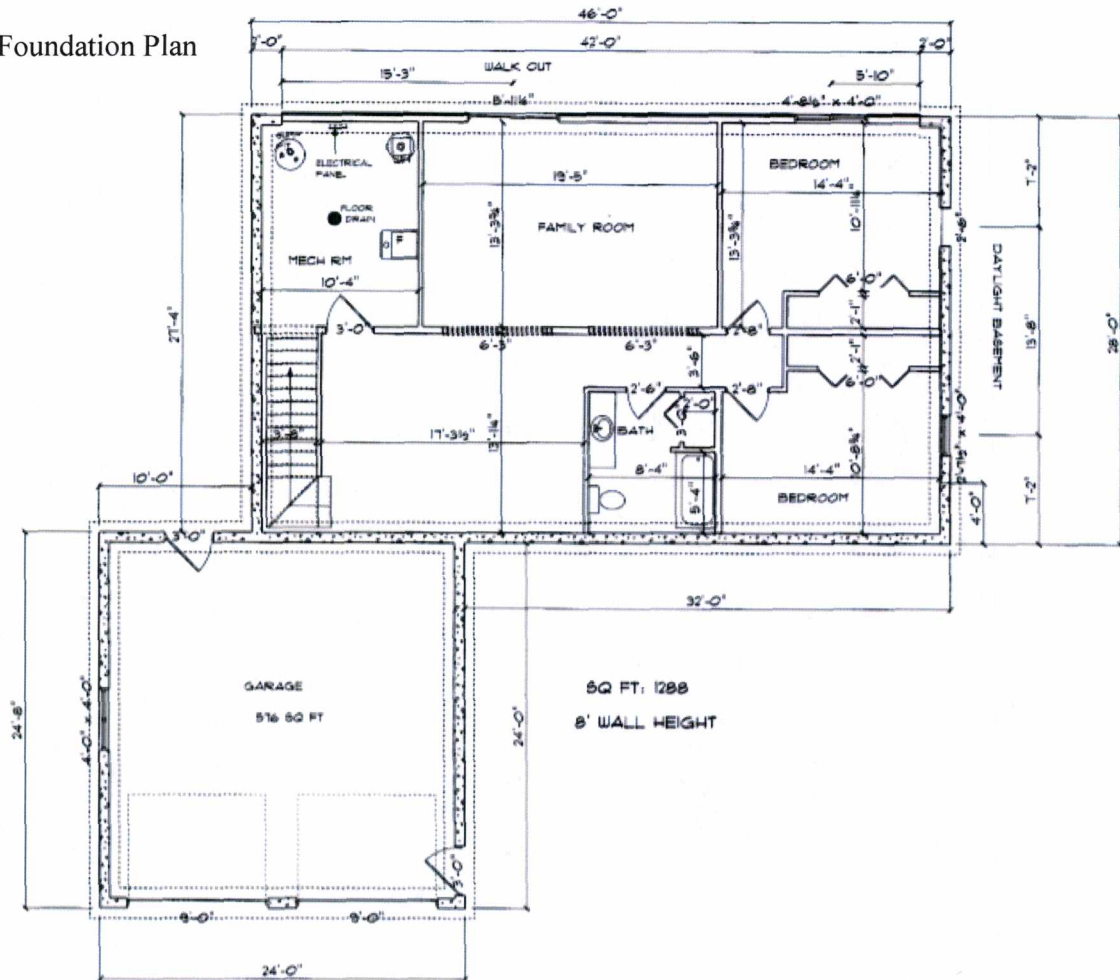
Custom Touch Homes has provided examples and specifications of their 1,288 square foot home that will be available for the Stage Run housing development. Multiple options of siding, roofing, and other aspects are available for the homeowner.



Main Floor Plan



Typical Foundation Plan



Purpose & General Definitions

The property upon which this Tax Incremental District (TID) is proposed to be implemented is located within City of Deadwood, South Dakota.

As such, the creation of City of Deadwood TIF #13 shall be conditioned upon the creation of the District by resolution, and the establishment of the TID boundaries and approval of the TID Project plan by the City Planning and Zoning Commission.

The purpose of this Plan, to be implemented by City of Deadwood, South Dakota is to satisfy the requirements for a Tax Increment District #13 as specified in SDCL Chapter 11-9. The principal purpose of the Plan is to define eligible property and to define a Tax Increment Plan for funding eligible activities in an eligible area of the City. The Plan will describe the boundary, estimated costs, feasibility and fiscal impact of the District.

This Plan was prepared for adoption by the City Council in recognition that the area requires a coordinated, cooperative strategy, with financing possibilities, to promote affordable housing and accomplish the City's development objectives for improving the continued viability by promoting economic development within the City of Deadwood.

The driving interest in the establishment of this Plan is to offer tax increment financing as a tool to stimulate and leverage private sector development and redevelopment, and to promote economic development throughout the District by providing affordable housing.

The intention of this TIF Project is to increase the availability of affordable housing in the City of Deadwood, as well as improve community infrastructure. The lots and homes will be less than \$275,000 for primary homeowners.

The development of affordable housing will provide necessary housing to meet the needs of the increasing attraction to the region. Affordable housing is important to the economic vitality of communities; access to affordable housing improves a community's ability to attract and retain residents and remain competitive in the regional economy. HUD has determined that the 2018 area median family income is \$55,700 for the Lawrence County HUD Area. This affordable housing project targets residents at or just above the Low-Income definition (80% of the area median income) where no more than thirty percent (30%) of income including utilities is allocated for rent and/or mortgage payments. The project plan will ensure that affordable housing costs, including lot sales price, are at no more than the first-time homebuyer sales price, currently at \$275,000, as identified by the South Dakota Housing and Development Authority.

PURCHASE LIMITS:

Effective April 30, 2019

County of Residence	Existing	New Construction
First-time Homebuyers	\$275,000	\$275,000
Repeat Homebuyers OR Targeted Areas *	\$336,000	\$336,000

* Buffalo & Ziebach Counties & parts of Oglala Lakota, Todd and Pennington Counties



FY 2018 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2018 Income Limits Summary

Selecting any of the buttons labeled "Explanation" will display detailed calculation steps for each of the various parameters.

FY 2018 Income Limit Area	Median Family Income Explanation	FY 2018 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Lawrence County, SD	\$69,600	Very Low (50%) Income Limits (\$) Explanation	24,400	27,850	31,350	34,800	37,600	40,400	43,200	45,950
		Extremely Low Income Limits (\$)* Explanation	14,650	16,750	20,780	25,100	29,420	33,740	38,060	42,380
		Low (80%) Income Limits (\$) Explanation	39,000	44,600	50,150	55,700	60,200	64,650	69,100	73,550

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2018 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2018 [Fair Market Rent documentation system](#).

INCOME LIMITS:

Effective May 17, 2019

County of Residence	Maximum Family Income By Family Size	
	2 or less	3 or more
Brookings	76,000	87,400
Edmunds	80,400	92,460
Faulk	77,200	88,780
Hand	76,100	87,515
Hanson	76,600	88,090
Hughes	92,300	106,145
Hyde	78,800	90,620
Lake	79,200	91,080
Lincoln	86,200	99,130
McCook	86,200	99,130
Minnehaha	86,200	99,130
Sully	77,900	89,585
Turner	86,200	99,130
All Other Counties	75,300	86,595
Repeat Homebuyers OR Targeted Areas *	90,360	105,420

General Definitions

The following terms found in this Plan are defined as the following:

"Base" or "Tax Incremental Base" means the aggregate assessed value of all taxable property located within a Tax Incremental District on the date the district is created, as determined by SDCL § 11-9-20.

"Blighted or Economic Development" SDCL § 11-9-8.

- (1) Not less than twenty-five percent, by area, of the real property within the district is a blighted area or not less than fifty percent, by area, of the real property within the district will stimulate and develop the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources; and
- (2) The improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the district.

"Commission" means the Board of Commissioners of City of Deadwood, South Dakota

"Calendar Year" means the starting date of January 1 to an ending date of December 31st.

"Department of Revenue" means the South Dakota Department of Revenue.

"Developer" means William "Bill" Pearson acting for WJP Holdings, LLC

"Developer's Agreement" means the agreement between Developer and City of Deadwood concerning this Tax Incremental District.

"District" means the Tax Incremental District 13.

"Economic Development" means all powers expressly granted and reasonably inferred pursuant to SDCL § 9-54.

"Fiscal year" means that fiscal year for City of Deadwood

"Generally Applicable Taxes" shall have the same meaning as set forth in 26 CFR § 1.141-4(e).

"Governing body" means the City of Deadwood

"Grant" means the transfer for a governmental purpose of money or property to a transferee that is not a related party to or an agent of the municipality;

"Infrastructure Improvements" means a street, road, sidewalk, parking facility, pedestrian mall, alley, bridge, sewer, sewage treatment plant, property designed to reduce, eliminate, or prevent the spread of identified soil or groundwater contamination, drainage system, waterway, waterline, water storage facility, rail line, utility line or pipeline, or other similar or related structure or improvement, together with necessary easements for the structure or improvement, for the benefit of or for the protection of the health, welfare, or safety of the public generally.

"Planning Commission" means the City of Deadwood Planning Commission

"Plan" means this Project Plan.

"Project Costs" means any expenditure or monetary obligations by City of Deadwood, whether made, estimated to be made, incurred or estimated to be incurred, which are listed as Project Costs herein will include any costs incidental thereto but diminished by any income, special assessments, or other revenues, other than tax increments, received, or reasonably expected to be received, by City of Deadwood in connection with the implementation of this Plan.

"Project Plan" means a properly approved Plan for the development or redevelopment of a tax incremental district including all properly approved amendments thereto as recommended pursuant to SDCL § 11-9-13.

"Public Works" means the Infrastructure Improvements, the acquisition by purchase or condemnation of real and personal property within the Tax Incremental District and the sale, lease, or other disposition of such property to private individuals, partnerships, corporations, or other entities at a price less than the cost of such acquisition which benefit or further the health, safety, welfare and economic development of the City and Project Costs.

"Taxable Property" means all real taxable property located in a Tax Incremental District.

"Tax Incremental District" means a contiguous geographic area within a County defined and created by resolution of the governing body and named City of Deadwood Tax Incremental District #13.

"Tax Increment Valuation" is the total value of the Tax Incremental District minus the tax incremental base pursuant to § 11-9-19.

"Tax Increment Law" means South Dakota Codified Laws Chapter 11-9.

CREATION OF CITY OF DEADWOOD TAX INCREMENT DISTRICT #13

Representatives of the Developer have approached officials of City of Deadwood regarding the possibility of creating a Tax Incremental Financing District ("TID") to assist in the Project Costs within the Plan on land located within the City of Deadwood, South Dakota.

The TID will consist creating a new housing development in the City of Deadwood and all necessary infrastructure needs.

Affordable housing is important to the economic vitality of communities. It can attract and retain employees to a community, supporting the local workforce so they can live close to their jobs. In revitalizing communities, the construction of affordable homes can also help to stimulate economic growth.

A healthy mix of housing options ensures opportunities for all individuals to improve their economic situation and contribute to their communities. For many families, homeownership represents the American Dream. From a community's perspective, homeowners provide stability to their neighborhoods in which they are invested.

Property within Tax Increment #13

The real property to be located within the Tax Increment District is within the boundaries of the City of Deadwood and described as follows:

BLOCK 3A, BLOCK 4A AND DEDICATED PUBLIC RIGHT OF WAY OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION TO THE CITY OF DEADWOOD ALL LOCATED IN THE SW1/4 OF SECTION 14, THE SE1/4 OF SECTION 15, THE NE1/4NE1/4 OF SECTION 22 AND THE N1/2NW1/4 OF SECTION 23, T5N, R3E, B.H.M., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

TRACT D-2, FORMERLY TRACT D OF M.S. 696 PALISADES STONE PLACER, ALL LOCATED IN THE NE ¼ AND THE SE ¼ SECTION 15, T5N, R3E, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA AND SHOWN ON PLAT DOCUMENT NO. 2008-5076. THE SUBJECT AREA CONTAINS 1.68 ACRES, PLUS OR MINUS.

TAXABLE VALUE OF CITY OF DEADWOOD

State law requires that tax increment districts cannot exceed ten percent of the taxable value of a municipality. The 2020 Taxes Payable value for City of Deadwood is \$227,793,017. The base value of the taxable property for inclusion into this Tax Incremental District #13, as estimated but not yet certified by State of South Dakota, is \$34,642

11-9-7. Maximum percentage of taxable property in municipality permitted in districts. In order to implement the provisions of this chapter, the resolution required by § 11-9-5 shall contain a finding that the aggregate assessed value of the taxable property in the district plus the **tax incremental base of all other existing districts does not exceed ten percent** of the total assessed value of taxable property in the municipality.

City of Deadwood		
Tax Increment District		Base Value
#6	\$	149,580
#8	\$	934,520
#9	\$	10,161,020
#10	\$	1,912,880
#11	\$	3,099,540
#12	\$	32,145
#13 (Preliminary)	\$	34,642
	\$	16,324,327

City of Deadwood Valuation	\$	227,793,017
All TIF Base Values must be less than 10%	\$	22,779,301.70

The total value of all active TIF districts in City of Deadwood is less than ten (10) percent of total taxable value in the city. Using the estimates provided for TID #13, the value of all existing Tax Increment Districts combined is 7.2% of the total 2020 Taxable Valuation.

KIND, NUMBER, LOCATION, AND DETAILED COSTS OF PROPOSED PUBLIC WORKS AND IMPROVEMENTS SDCL § 11-9-13(1)

In order to implement the provisions of SDCL Chapter 11-9, the following are Project Costs and expenditures made or estimated to be made and the monetary obligations incurred or estimated to be incurred. The Project Costs include capital costs, financing costs, real property assembly costs, professional fee costs, imputed administration costs, relocation costs, organizational costs, discretionary costs and grants, plus any costs incidental thereto.

All Project Costs are found to be necessary and convenient to the creation of the Tax Incremental District and its implementation. The project constitutes economic development which is a proper public purpose of the City. The City exercises the powers expressly stated in and reasonably inferred by SDCL §11-9-15 and Chapter 9-54. The City shall enter into all contracts in accordance with South Dakota Law.

Costs of Public Works and Improvements

In accordance with SDCL § 11-9-14 the following is the kind, number, location and dollar amount of estimated Project Costs, costs of public works and improvements.

The following are estimated costs of the Project:

Kind of Project	Location ¹	Amount	Reference ²
Capital Costs (Street, Water & Sewer) (cleaning & grading of land & associated costs) ²	District		11-9-15(1)
Financing Costs	District	\$766,347	11-9-15(2)
Real Property Assembly	District		11-9-15(3)
Professional Fees	District		11-9-15(4)
Administrative Costs	District	\$10,000	11-9-15(5)
Relocation Costs	District		11-9-15(6)
Organizational Costs	District		11-9-15(7)
Discretionary Costs and Grants	District	\$1,090,000	11-9-15(8)
Eligible Project Costs		\$1,866,347	

The above are estimates of the costs involved in the project; the final total may be greater or smaller. An itemized listing of the estimated costs is set forth on Schedule 1. Because the cost estimates are only projected expenditures, the total authorized TID project costs is estimated at \$1,100,000 and the associated imputed interest is \$766,347 for a total of \$1,866,347. This amount is the controlling value with respect to authorized TID Project Costs rather than the particular line item amounts contained in the above Chart and Schedule 1. It should be noted that the estimated construction costs are higher than the requested TIF amount, however the feasibility study indicates the \$1,100,000 is the maximum amount the TIF can sustain. The line item categories proposed are for guidance only, and actual costs will be determined upon completion of the improvements. The above total represents eligible Project Costs. Only such amounts as are feasible will be allowed by the County or by monetary obligation.

¹ District shall mean the Tax Increment District.

² SDCL §11-9-15 (1) Capital costs, including the actual costs of the construction of public works or improvements, buildings, structures, and permanent fixtures; the demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and permanent fixtures; the acquisition of equipment; the clearing and grading of land; and the amount of interest payable on tax incremental bonds or notes issued pursuant to this chapter until such time as positive tax increments to be received from the district, as estimated by the Project Plan, are sufficient to pay the principal of and interest on the tax incremental bonds or notes when due;

(2) Financing costs, including all interest paid to holders of evidences of indebtedness issued to pay for Project Costs, any premium paid over the principal amount thereof because of the redemption of such obligations prior to maturity and a reserve for the payment of principal of and interest on such obligations in an amount determined by the governing body to be reasonably required for the marketability of such obligations;

(3) Real property assembly costs, including the actual cost of the acquisition by a municipality of real or personal property within a tax incremental district less any proceeds to be received by the municipality from the sale, lease, or other disposition of such property pursuant to a Project Plan;

(4) Professional service costs, including those costs incurred for architectural, planning, engineering, and legal advice and services;

(5) Imputed administrative costs, including reasonable charges for the time spent by municipal employees in connection with the implementation of a Project Plan;

(6) Relocation costs;

(7) Organizational costs, including the costs of conducting environmental impact and other studies and the costs of informing the public of the creation of tax incremental districts and the implementation of project plans; and

(8) Payments and grants made, at the discretion of the governing body, which are found to be necessary or convenient to the creation of tax incremental districts or the implementation of project plans.

Conditions of the Developer Agreement relating to Constitutional Debt

It is specifically a condition of the proposed Developer's Agreement that the City's obligation to pay is limited to the proceeds of the positive tax increment from the TID receipted into the TIF Fund. The obligation of the City to pay pursuant to the proposed Agreement does not constitute a general indebtedness of the City or a charge against the City's general taxing power. The provisions of SDCL 11-9-36 are specifically incorporated within the Agreement by reference. It is also to be specifically agreed that the City has made no representation that the proceeds from such Fund shall be sufficient to retire any indebtedness incurred by Developer. The parties further acknowledge that SDCL 11-9-25 limits the duration of allocation of the positive tax increment payments and the fund created by the TID.

Additionally, the City's obligations to make the payments set forth in the proposed Agreement shall be lawfully made from funds to be budgeted and appropriated on an ANNUAL BASIS for that purpose during the City's then current fiscal year, thus not counting towards Constitutional Debt. If at any time during the term of this Agreement, the governing body of the City shall fail or refuse to approve or authorize the funds due hereunder, then the Agreement shall terminate upon the end of the fiscal year for which funds were approved or authorized, without penalty to the City. The City's obligation hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City. Notwithstanding anything to the contrary contained in the proposed Agreement, the City hereby acknowledges and agrees that the obligations of the City under this Agreement are a material inducement for Developer to construct improvements upon the TID property and the failure to pay tax increment to Developer will be financially detrimental to future improvements on said property.

It is further understood that the amount of \$1,866,347 will be the maximum amount the City will ever pass on acting as a conduit for TIF #13. This amount will include any and all interest associated with the debt and the controlling value of the TIF will never pay more than \$1,866,347. All TIF revenue will be passed onto the Developer until the full amount has been paid or 20 years from the year of creation, whichever happens first.

The payment of tax increment funds under this Agreement is a grant under Chapter 11-9 of the South Dakota Codified Laws (the "Grant"). The Grant is a personal property right vested with the Developer on the effective date of this Agreement. The City will grant this amount to the Developer and thus not have to account for any assets on the City's financial statement. The Developer will be responsible for obtaining their financing and the City will not be liable for any Developer debt.

Upon completion of the construction of the infrastructure improvements, the Developer shall certify to the City's Finance Officer the costs of construction, including capital costs, Professional Fees, and contingency costs. The Developer shall provide contractor/supplier invoices or other supporting documentation upon request of the Finance Officer. Upon certification and verification of costs, the City shall pay all available tax increment fund revenues not to exceed \$1,866,347.

Expenditures Exceeding Estimated Cost

Any expenditure's, which in sum would exceed the total amount of the TID amount of \$1,866,347 require an amendment of this Plan. All amendments would be undertaken pursuant to SDCL §11-9-23.

When the expenditures within the Plan are increased in excess of more than 35 percent of the total above, the Department of Revenue will be required to reset the base, in accordance with SDCL §11-9-23.

If the Project Costs are not provided for in the original plan, the governing body would be required to amend the plan which requires the South Dakota Department of Revenue to re-determine the tax increment base when additional Project Costs are added to a plan. SDCL §11-9-23.

Detailed List of Estimated Project Costs

Attached as Schedule 1 is a detailed list of estimated Project Costs for each of the phases of the project as per SDCL § 11-9-13(3). No expenditure for Project Costs is provided for more than five years after the District is created.

Feasibility Study

An economic feasibility study per SDCL § 11-9-13(2) is attached as Schedule 2.

Economic Development Study

Attached is Schedule 4 a Fiscal Impact Statement showing the impact of the Tax Increment District, until and after the full TIF Obligation is repaid, upon all entities levying property taxes in the district. Required as per SDCL § 11-9-13(4).

Fiscal Impact Statement

Attached is Schedule 4 a Fiscal Impact Statement showing the impact of the Tax Increment District, until and after the full TIF Obligation is repaid, upon all entities levying property taxes in the district. Required as per SDCL § 11-9-13(4).

The payment of Project Costs is anticipated to be made by the City to Developer from the special fund of the Tax Incremental District. SDCL § 11-9-13(5). Pursuant to the Developer's Agreement, the City will pay to the Developer all available tax increment funds it receives from the District.

METHOD OF FINANCING, TIMING OF COSTS AND MONETARY OBLIGATIONS

Maximum Amount of Tax Increment Revenue

The maximum amount of tax increment revenue bonds or monetary obligations to be paid through Tax Increment District #13 shall be the amount sufficient to reimburse the City for the payments made for Project Costs and pay all tax increment bonds or monetary obligations in an amount not to exceed \$1,866,347 principal and interest or such lesser amount as may be feasible with the estimated revenue generated by the Tax Increment District. The final terms and conditions will be set forth in the Developer's Agreement.

Duration of Tax Increment Plan

The duration of the Plan will extend to the number of years it will take for the reimbursement of the City, the extinguishment of bonds and the monetary obligation except that the Plan duration **shall not exceed 20 calendar years** of revenue from the date of creation of the District.

ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON REVENUES OF TAXING JURISDICTIONS

The site will generate taxes to the local jurisdictions at or above the assessed value of the base. All taxing districts shall receive the taxes from that base which will be the value set for the 2020 assessment year for taxes payable in 2021. The tax increment will be available to the taxing jurisdictions after dissolution, which is at or before twenty years after the creation of the District. Schedule 5 details the tax capture implications to each of the local taxing jurisdictions. After the repayment of all bonds and monetary obligations, taxing entities will receive their proportionate share of tax dollars for the base value and the tax incremental values.

GENERAL FUND

Mechanisms are built within State Codified Law to ensure that school districts are held harmless by TIF districts for their General Fund. For these purposes, law (SDCL 13-13-10.2) defines three classifications of TIFs:

- Economic Development - Any area where there is or will be one or more businesses engaged in any activity defined as commercial or industrial by the governing body that has zoning authority over the land contained within the tax incremental district
- Industrial – Any factory or any business engaged primarily in the manufacturing or assembly of goods, the processing of raw materials, and the wholesale distribution of products for resale
- Affordable Housing – Includes an area where: 1. The original selling price of any house in the district will be at or below the first-time homebuyer purchase price limit being used by the South Dakota Housing Development Authority as of the date the house is sold; OR 2. The monthly rental rate of all multifamily housing units in the district will be at or below the calculated rent for the state's eighty percent area median income as of the date the district is created, for a minimum of five years following the date of first occupancy.
- Local – Any tax incremental districts that do not fall under Economic Development or Industrial

Public school districts are generally funded through the State Aid to Education formula. The two primary channels of the formula are State Aid and Local Effort. Multiple agencies of the State of South Dakota calculate the amount of General Fund monies to be distributed to school districts each year through the State portion. Local effort is considered the amount of revenue that is generated by local property taxes at maximum levies.

If a TIF is classified as Economic Development, Industrial, or Affordable Housing, the school funding that would be generated by the increment valuation is considered lost local effort and is paid through the State Aid side of the formula. If a TIF is classified as Local, the affected school district funding must be recouped through local effort in the form of an additional levy added to the General and Special Education Funds. In either scenario, the school district receives the financial need associated with the increment valuation.

City of Deadwood TIF #13 will be classified as Affordable Housing; therefore, any lost local effort of the General Fund will be covered through the State Aid to Education Formula.

CAPITAL OUTLAY FUND

The impact of a TIF to the Capital Outlay Fund is minimal. Starting on July 1, 2020, a school district is limited to the amount of capital outlay dollars they can receive by either:

- A. the previous year's maximum allowable can be increased by a growth factor plus 3%
- Or
- B. a per student amount.

The primary impact would be to the first scenario; a TIF would delay annual growth until the TIF is completed. However, once the TIF is dissolved, all increment value would be considered new growth for the school district.

If a school district falls under a per student limitation, they will see no impact to their funding due to the TIF.

SPECIAL EDUCATION FUND

The Special Ed Fund has the potential to see the greatest negative impact from the creation of a TIF district.

If the school district requests their special education monies in the form of a levy, then the exclusion of the TIF increment in the tax base would mean the school district is not receiving as much as it could.

If the school district submits their request in a dollar amount, that would be lower than the maximum levy, then the fund would see no impact from a TIF district.

BOND REDEMPTION FUND

The school district is always able to ask for the needed money for the principal and interest of their bond repayment. The only impact a TIF would have on this fund is by holding back the increment value, lowering tax base for the spreading of the tax burden and creating a slightly higher levy for the local taxpayers.

MAPS

The Conditions map, SDCL § 11-9-16(1), is included as Attachment 2.

The Improvements map, SDCL § 11-9-16(2), is included as Attachment 3.

The Zoning Change Map, SDCL § 11-9-16(3), is included as Attachment 4.

SUPPLEMENTARY FINDINGS

CHANGES TO CITY & COUNTY COMPREHENSIVE/MASTER PLAN MAP, BUILDING CODES & COUNTY ORDINANCES PER SDCL §11-9-16 (4)

No changes to either City ordinances or the City Master Plan are required.

LIST OF ESTIMATED NON-PROJECT COSTS

The following is a list of the non-Project Costs per SDCL § 11-9-16(5). All costs are listed as taxable value; actual non-project costs will exceed the following amounts.

Item	Amount
Construction of the homes	\$6,800,000
TOTAL	\$6,800,000

STATEMENT OF DISPLACEMENT AND RELOCATION PLAN

No residents or families will be displaced by the Project. SDCL § 11-9-16(6)

PERFORMANCE BOND, SURETY BOND OR OTHER GUARANTY

As security for its fulfillment of the agreement with the governing body, a purchaser or lessee of redevelopment property may furnish a performance bond, with such surety and in such form and amount as the governing body may approve or make such other guaranty as the governing body may deem necessary in the public interest. This additional security may be provided for in a Developer's Agreement.

LIST OF SCHEDULES

SCHEDULE 1 - Estimated Project Cost

SCHEDULE 2 - Economic Feasibility Study & Estimated Captured Taxable Values

SCHEDULE 3 - Economic Development Study

SCHEDULE 4 - Fiscal Impact Statement

LIST OF ATTACHMENTS

Attachment 1 - Descriptions of Real Property

Attachment 2 - Conditions map, SDCL § 11-9-16(1)

Attachment 3 - Improvements map, SDCL § 11-9-16(2)

Attachment 4 - Zoning Change Map SDCL § 11-9-16(3)

SCHEDULE 1 DETAIL OF PROJECT COSTS

The following are estimated costs from the Developer for the project:

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Stage Run Phase 2

*** Quentin Geddes

BID TOTALS

<u>Biditem</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1	Mobilization	1.000	LS	122,070.06	122,070.06
2	60" RCP Culvert	120.000	LF	410.71	49,285.20
3	60" RCP Bend	2.000	EA	6,044.60	12,089.20
4	Remove and Re-Set 60" RCP Flared End Section	2.000	EA	868.89	1,737.78
5	18" RCP Storm Sewer	60.000	LF	86.09	5,165.40
6	24" RCP Storm Sewer	13.000	LF	127.64	1,659.32
7	18" RCP Flared End Section With Cut-Off Wall	2.000	EA	2,681.24	5,362.48
8	24" RCP Flared End Section With Cut-Off Wall	1.000	EA	1,539.59	1,539.59
9	Type B Inlet	5.000	EA	3,874.84	19,374.20
10	Rip Rap	115.000	TON	74.96	8,620.40
11	48" Sanitary Drop Manhole	1.000	EA	5,121.68	5,121.68
12	48" Sanitary Manhole	3.000	EA	5,488.01	16,464.03
13	6" SDR-35 Sanitary Main	199.000	LF	43.80	8,716.20
14	8" SDR-35 Sanitary Main	993.000	LF	62.75	62,310.75
15	4" SDR-35 Sanitary Service Line	1,137.000	LF	56.84	64,627.08
16	4" Cleanout	26.000	EA	451.12	11,729.12
17	6" Cleanout	1.000	EA	567.29	567.29
18	6" Termination Cleanout	1.000	EA	493.78	493.78
19	8" Cap	1.000	EA	154.27	154.27
20	Connect to Existing Sewer Main	1.000	EA	700.53	700.53
21	Concrete Encasement	1.000	EA	2,643.62	2,643.62
22	Pipe Insulation	32.000	SF	12.37	395.84
23	4" C-900 RJ Water Main	202.000	LF	64.55	13,039.10
24	6" C-900 RJ Water Main	46.000	LF	92.82	4,269.72
25	8" C-900 RJ Water Main	1,021.000	LF	62.07	63,373.47
26	4" High Deflection Coupling	1.000	EA	275.40	275.40
27	4" 11.25 Degree Bend	1.000	EA	616.49	616.49
28	4" 45 Degree Bend	2.000	EA	622.80	1,245.60
29	8" MJ Plug	1.000	EA	272.10	272.10
30	8" High Deflection Coupling	3.000	EA	840.28	2,520.84
31	8" 22.5 Degree Bend	1.000	EA	913.17	913.17
32	8" 45 Degree Bend	2.000	EA	916.34	1,832.68
33	8" 90 Degree Bend	2.000	EA	952.91	1,905.82
34	4" Gate Valve	1.000	EA	1,633.89	1,633.89
35	8" Gate Valve	3.000	EA	2,558.28	7,674.84
36	4" Flushing Hydrant	1.000	EA	4,160.72	4,160.72
37	Fire Hydrant W/ Aux Valve	3.000	EA	7,489.00	22,467.00
38	8"x8"x4" Tee	1.000	EA	1,064.14	1,064.14
39	8"x8"x6" Tee	3.000	EA	1,116.40	3,349.20
40	1" Poly Service Line	856.000	LF	49.90	42,714.40
41	1" Curb Stop & Box	26.000	EA	377.06	9,803.56
42	Tracer Wire Access Box- Large	1.000	EA	331.51	331.51
43	Tracer Wire Access Box- 2 Wire	4.000	EA	134.80	539.20
44	Flus Mounted Test Station	4.000	EA	2,280.82	9,123.28
45	Connect to Existing Water Main	1.000	EA	874.20	874.20
46	5" Asphalt Pavement	797.000	TON	109.19	87,024.43
47	8" Base Course	1,551.000	TON	30.26	46,933.26
48	6" Gravel Surfacing	128.000	TON	32.50	4,160.00
49	Curb and Gutter Type B	962.000	LF	23.03	22,154.86
50	Curb and Gutter- Roll	999.000	LF	23.74	23,716.26
51	Sidewalk	3,953.000	SF	6.30	24,903.90
52	Unclassified Excavation	15,500.000	CY	7.69	119,195.00
53	Rock Excavation	1,500.000	CY	82.11	123,165.00

1,000,000

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123,100.00

08/12/2020
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*** Quentin Geddes

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Stage Run Phase 2

BID TOTALS

<u>Bid Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
54	Placing Topsoil	1,760.000	CY	8.99	15,822.40
55	Seeding and Mulching	15,835.000	SY	1.21	19,160.35
56	Erosion Control Blanket- Type 2	80.000	SY	2.55	204.00
57	12" Erosion Control Wattles	4,750.000	LF	6.67	31,682.50
58	Sediment Control at Inlet With Frame and Grate	5.000	EA	115.25	576.25
59	Rock Construction Entrance	1.000	EA	1,692.36	1,692.36
60	Gravel Filter Sock	1.000	EA	14.55	14.55
61	Clearing and Grubbing	1.000	LS	12,000.00	12,000.00
62	Signs	1.000	EA	6,066.03	6,066.03
63	Traffic Control	1.000	LS	12,132.06	12,132.06
64	Construction Staking	1.000	LS	10,000.00	10,000.00
65	Street Lighting	3.000	EA	4,500.00	13,500.00
67	Material Testing	1.000	LS	10,000.00	10,000.00
68	Winter Snow Removal Budget	1.000	LS	10,000.00	10,000.00

Bid Total	—————>	\$1,188,931.36
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Estimates TID Eligible of Project Costs Requested

The City of Deadwood has determined that this will be an affordable housing Tax Increment District, thus the eligible cost will be in the form of an infrastructure grant that will not exceed \$1,771,520 This is a permitted use under SDCL 11-9-15.

11-9-15. Specific items included in project costs. Project costs include:

(1) Capital costs, including the actual costs of the construction of public works or improvements, buildings, structures, and permanent fixtures; the demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and permanent fixtures; the acquisition of equipment; the clearing and grading of land; and the amount of interest payable on tax incremental bonds issued pursuant to this chapter until such time as positive tax increments to be received from the district, as estimated by the project plan, are sufficient to pay the principal of and interest on the tax incremental bonds when due;

(2) Financing costs, including all interest paid to holders of evidences of indebtedness issued to pay for project costs, any premium paid over the principal amount thereof because of the redemption of such obligations prior to maturity and a reserve for the payment of principal of and interest on such obligations in an amount determined by the governing body to be reasonably required for the marketability of such obligations;

(3) Real property assembly costs, including the actual cost of the acquisition by a municipality of real or personal property within a tax incremental district less any proceeds to be received by the municipality from the sale, lease, or other disposition of such property pursuant to a project plan;

(4) Professional service costs, including those costs incurred for architectural, planning, engineering, and legal advice and services;

(5) Imputed administrative costs, including reasonable charges for the time spent by municipal employees in connection with the implementation of a project plan;

(6) Relocation costs;

(7) Organizational costs, including the costs of conducting environmental impact and other studies and the costs of informing the public of the creation of tax incremental districts and the implementation of project plans; and

(8) Payments and grants made, at the discretion of the governing body, which are found to be necessary or convenient to the creation of tax incremental districts, the implementation of project plans, or to stimulate and develop the general economic welfare and prosperity of the state.

SCHEDULE 2

ECONOMIC FEASIBILITY STUDY & TAXABLE VALUE

The City has been asked to create a Tax Increment District to help offset the expansion associated with this project. This feasibility study provides that the Project Costs can be financed through tax increment financing under South Dakota Tax Incremental District Law (South Dakota Codified Laws Chapter 11-9). Tax increment financing is an indispensable self-financing tool used throughout the United States to help local governments successfully develop and redevelop areas and encourage economic development.

In tax increment financing, the current real property tax assessed value of all properties in a designated project area ("tax increment financing district") is established as the "base value." As development in the tax increment financing district increases the assessed values of the redeveloped properties, a portion of the additional tax revenue generated by the increase in assessed value over the base value is set aside and committed by the City to the reimbursement of approved project costs.

Tax increment financing is permitted only in connection with a "Project Plan" duly adopted by the City. The property is currently estimated to have a taxable value of \$34,642. The improvements to be made to the property are estimated to add to the assessed valuation. The estimated increment resulting from the improvements would be approximately \$6,800,000 in new value once fully developed. Since only positive tax increment will be applied, the proposed project is feasible.

All of the project costs are found to be necessary and convenient to the creation of the Tax Incremental District and the implementation of the project.

For purposes of this Project Plan, the Developer is projecting that the Housing Development will be built and fully developed by calendar year 2024.

The County's role is to simply act as a conduit for the revenue and pass on all positive increment to the City, who will then in turn pass on the revenue, per the Developer's Agreement, to the Developer or to reimburse the City for their expenses, of which, will never exceed \$1,866,347 in total payments, or 20 years, whichever comes first.

It is assumed that all obligations incurred would be adequately secured as to allow the payment of principal and interest when due, whether by means of a taxable bond or loan. The actual repayment schedule may change, but all principal and interest shall be paid within the life of the TID. Utilizing the information regarding expected increment valuation and tax generation, it is possible to estimate an expected revenue stream that can be utilized to retire debt that will be created as a result of implementing the Project Plan.

City of Deadwood TID #13 is proven feasible based upon the projections made by the Developer, projecting a total in excess of \$1,866,347 in tax revenue during the life of the 20-year TIF. The calculations of the estimated tax increment valuation and tax generated for the TID can be found in the following tables. For purposes of this Project Plan, it is anticipated no increment generated by City TID #13 will be available until the earliest of calendar year 2022 and thereafter.

TID Tax Revenue Estimates Available for City of Deadwood

This project will have properties that are classified as Non-Ag Owner-Occupied

Deadwood Affordable Housing TIF #13					
Assumed Mill Rate for 2020		17.623 estimated			
School "OO"		7.846	0.017623		
City of Deadwood		4.978			
Lawrence County		4			
Sanitary		0.799			
Assumed Percentage of Assessment		90%			
2020 Assumptions Valued by November 1st.					
# of Twin Homes		Avg Price	Total	Mill Rate	Increase in Taxes
4	\$	250,000.00	\$ 1,000,000.00	0.017623	\$ 15,860.70
# of Houses		Avg Price	Total	Mill Rate	Increase in Taxes
4	\$	270,000.00	\$ 1,080,000.00	0.017623	\$ 17,129.56
Other		Avg Price	Total	Mill Rate	Increase in Taxes
0	\$	180,000.00	\$ -	0.017623	\$ -
			\$ 2,080,000.00		
2021 Assumptions Valued by November 1st					
# of Twin Homes		Avg Price	Total	Mill Rate	Increase in Taxes
8	\$	260,000.00	\$ 2,080,000.00	0.017623	\$ 32,990.26
# of Houses		Avg Price	Total	Mill Rate	Increase in Taxes
4	\$	270,000.00	\$ 1,080,000.00	0.017623	\$ 17,129.56
Apartments					
0	\$	110,000.00	\$ -	0.017623	\$ -
			\$ 3,160,000.00		
2022 Assumptions Valued by November 1st					
# of Twin Homes		Avg Price	Total	Mill Rate	Increase in Taxes
6	\$	260,000.00	\$ 1,560,000.00	0.017623	\$ 24,742.69
# of Houses		Avg Price	Total	Mill Rate	Increase in Taxes
0	\$	270,000.00	\$ -	0.017623	\$ -
			\$ 1,560,000.00		
Total Twin		18			
Total Homes		8			

The following demonstrates that the TIF is feasible based on the Developer's assumptions and build out schedule.

Year	New Amt Avail. For D/S	Total Amount Available for Debt Service	
		Annual	Semi
2022	\$ 32,990.26	\$ 32,990.26	\$ 16,495.13
2023	\$ 83,110.07	\$ 83,110.07	\$ 41,555.03
2024	\$ 107,852.76	\$ 107,852.76	\$ 53,926.38
2025	\$ 107,852.76	\$ 107,852.76	\$ 53,926.38
2026	\$ 107,852.76	\$ 107,852.76	\$ 53,926.38
2027	\$ 107,852.76	\$ 107,852.76	\$ 53,926.38
2028	\$ 107,852.76	\$ 107,852.76	\$ 53,926.38
2029	\$ 107,852.76	\$ 107,852.76	\$ 53,926.38
2030	\$ 107,852.76	\$ 107,852.76	\$ 53,926.38
2031	\$ 107,852.76	\$ 107,852.76	\$ 53,926.38
2032	\$ 107,852.76	\$ 107,852.76	\$ 53,926.38
2033	\$ 107,852.76	\$ 107,852.76	\$ 53,926.38
2034	\$ 107,852.76	\$ 107,852.76	\$ 53,926.38
2035	\$ 107,852.76	\$ 107,852.76	\$ 53,926.38
2036	\$ 107,852.76	\$ 107,852.76	\$ 53,926.38
2037	\$ 107,852.76	\$ 107,852.76	\$ 53,926.38
2038	\$ 107,852.76	\$ 107,852.76	\$ 53,926.38
2039	\$ 107,852.76	\$ 107,852.76	\$ 53,926.38
2040	\$ 107,852.76	\$ 107,852.76	\$ 53,926.38
		\$ 1,949,597.24	\$ 974,798.62
Year	Increase in Valuation	Total Increase in Valuation	
2021	\$ 2,080,000.00	\$ 2,080,000.00	
2022	\$ 3,160,000.00	\$ 5,240,000.00	
2023	\$ 1,560,000.00	\$ 6,800,000.00	
2024	\$ -	\$ 6,800,000.00	
2025	\$ -	\$ 6,800,000.00	
	\$ 6,800,000.00		
		\$ 6,800,000.00	

The following amortization represents a project cost of \$1,000,000 at 4.25% over the course of the life of the TIF. The total principle / interest and capitalized interest is calculated at \$1,866,347 based on the Developer's build out schedule and assumed valuations.

NOTE AMORTIZATION						
Date	Principal	Interest	P & I	Semi-Annual Net Revenue	Accrued Interest	Loan Balance Outstanding
						1,100,000.00
12/01/20	0.00	0.00	0.00	0.00	7,791.67	1,107,791.67
06/01/21	0.00	0.00	0.00	0.00	23,540.57	1,131,332.24
12/01/21	0.00	0.00	0.00	0.00	24,040.81	1,155,373.05
06/01/22	0.00	0.00	0.00	0.00	24,551.68	1,179,924.73
12/01/22	0.00	0.00	0.00	0.00	25,073.40	1,204,998.13
06/01/23	0.00	16,495.13	16,495.13	16,495.13	9,111.08	1,214,109.21
12/01/23	0.00	16,495.13	16,495.13	16,495.13	9,304.69	1,223,413.90
06/01/24	15,557.48	25,997.55	41,555.03	41,555.03	0.00	1,207,856.42
12/01/24	15,888.08	25,666.95	41,555.03	41,555.03	0.00	1,191,968.34
06/01/25	28,597.05	25,329.33	53,926.38	53,926.38	0.00	1,163,371.29
12/01/25	29,204.74	24,721.64	53,926.38	53,926.38	0.00	1,134,166.55
06/01/26	29,825.34	24,101.04	53,926.38	53,926.38	0.00	1,104,341.21
12/01/26	30,459.13	23,467.25	53,926.38	53,926.38	0.00	1,073,882.08
06/01/27	31,106.39	22,819.99	53,926.38	53,926.38	0.00	1,042,775.69
12/01/27	31,767.40	22,158.98	53,926.38	53,926.38	0.00	1,011,008.29
06/01/28	32,442.45	21,483.93	53,926.38	53,926.38	0.00	978,565.84
12/01/28	33,131.86	20,794.52	53,926.38	53,926.38	0.00	945,433.98
06/01/29	33,835.91	20,090.47	53,926.38	53,926.38	0.00	911,598.07
12/01/29	34,554.92	19,371.46	53,926.38	53,926.38	0.00	877,043.15
06/01/30	35,289.21	18,637.17	53,926.38	53,926.38	0.00	841,753.94
12/01/30	36,039.11	17,887.27	53,926.38	53,926.38	0.00	805,714.83
06/01/31	36,804.94	17,121.44	53,926.38	53,926.38	0.00	768,909.89
12/01/31	37,587.04	16,339.34	53,926.38	53,926.38	0.00	731,322.85
06/01/32	38,385.77	15,540.61	53,926.38	53,926.38	0.00	692,937.08
12/01/32	39,201.47	14,724.91	53,926.38	53,926.38	0.00	653,735.61
06/01/33	40,034.50	13,891.88	53,926.38	53,926.38	0.00	613,701.11
12/01/33	40,885.23	13,041.15	53,926.38	53,926.38	0.00	572,815.88
06/01/34	41,754.04	12,172.34	53,926.38	53,926.38	0.00	531,061.84
12/01/34	42,641.32	11,285.06	53,926.38	53,926.38	0.00	488,420.52
06/01/35	43,547.44	10,378.94	53,926.38	53,926.38	0.00	444,873.08
12/01/35	44,472.83	9,453.55	53,926.38	53,926.38	0.00	400,400.25
06/01/36	45,417.87	8,508.51	53,926.38	53,926.38	0.00	354,982.38
12/01/36	46,383.00	7,543.38	53,926.38	53,926.38	0.00	308,599.38
06/01/37	47,368.64	6,557.74	53,926.38	53,926.38	0.00	261,230.74
12/01/37	48,375.23	5,551.15	53,926.38	53,926.38	0.00	212,855.51
06/01/38	49,403.20	4,523.18	53,926.38	53,926.38	0.00	163,452.31
12/01/38	50,453.02	3,473.36	53,926.38	53,926.38	0.00	112,999.29
06/01/39	51,525.15	2,401.23	53,926.38	53,926.38	0.00	61,474.14
12/01/39	52,620.05	1,306.33	53,926.38	53,926.38	0.00	8,854.09
06/01/40	8,854.09	188.15	9,042.24	9,042.24	0.00	0.00
12/01/40	0.00	0.00	0.00	0.00	0.00	0.00
	1,223,413.90	519,520.06	1,742,933.96	1,742,933.96	123,413.90	

1,866,347.86

SCHEDULE 3

ECONOMIC DEVELOPMENT STUDY

Introduction

City of Deadwood has been approached concerning the creation of a tax increment district (TID). Per South Dakota Codified Law 11-9-8, the governing body must make a finding that not less than 50%, by area, of the real property within the district will stimulate and develop the general economic welfare and prosperity of the State through the promotion and advancement of industrial, commercial, manufacturing, agricultural and natural resources, and the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the district.

Study Area Boundary

The Project boundaries are described and depicted on the maps in Attachments 1 and 2 of this Plan.

Establishing Economic Development

South Dakota law describes affordable housing as activity that stimulates and develops the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources. The definition of Affordable Housing for State Aid to Education Formula purpose is any area where the original selling price of any house in the district will be at or below the first-time homebuyer purchase price limit being used by the South Dakota Housing Development Authority as of the date the house is sold; OR the monthly rental rate of all multifamily housing units in the district will be at or below the calculated rent for the state's eighty percent area median income as of the date the district is created, for a minimum of five years following the date of first occupancy. The proposed City of Deadwood TID #13 meets both of these criteria.

The area within the boundaries of the TIF is generally located Stage Run Addition of Deadwood, SD. The project includes development of 16 single family residential lots. It is assumed that platting of the lots will be completed as each street is completed.

The project is expected to be completed during the 2021 calendar year.

Finding That the Improvements to the Area Are Likely To Enhance Significantly the Value of Substantially All of the Other Real Property in the District

It is definitively found that once the improvements set forth within the Project Plan are initiated, the improvements will enhance significantly the value of substantially all of the other real property in the district. The City of Deadwood TID #13 will provide much needed affordable housing to the growing City of Deadwood and the Black Hills region. A supplemental use of the TIF will be improvements as deemed necessary within the developed area.

Conditions Within the Study Area; Land Use and Planning Land Use, Planning and Comprehensive Plan

The City of Deadwood Comprehensive Plan is consistent with the proposed use of the District.

Findings within the Project Area Analysis

It is found that not less than 50%, by area, of the real property within the District will stimulate and develop the general economic welfare and prosperity of the State of South Dakota through the promotion and advancement of available affordable housing. It is also found that the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the District in accordance with SDCL 11-9-8.

The Project area is being platted out of a 69-acre tract of land in the Stage Run Addition in the City of Deadwood. The two new plats will be used for an expansion of affordable housing and all necessary infrastructure. The Developer will offer a total of 16 new housing options.

The investment in the Project area will stimulate and develop the general economic welfare and prosperity of the region through the promotion of employment and available housing.

SCHEDULE 4

FISCAL IMPACT STATEMENT FOR CITY OF DEADWOOD TID #13

Introduction

A fiscal impact statement shows the impact of the TID, both until and after the bonds or obligations are repaid, upon all entities levying taxes upon property in the District. The following fiscal impact statement is intended to provide only a brief analysis of the estimated impact of the Tax Increment District to the public pursuant to SDCL § 11-9-13(4). It is not intended to challenge a more detailed, complete financial analysis.

Definitions

"Assumptions" means factors or definitions used in the fiscal analysis. Assumptions may include facts and figures identified by the District and educated guesses that are sometimes necessary when not all of the information is available. Assumptions are often used to extrapolate an estimate. Assumptions may include an estimate of tax levies of each taxing entity, the school aid formula contribution, the value of the real property, etc.

"Base Revenues" means the taxes collected on the base value.

"Fiscal Impact" means the increase or decrease in revenues and generally refers to an impact to revenues caused by the district.

"Revenue" means ad valorem taxes.

"Tax Increment District" means City of Deadwood Tax Increment District Number 13

"Taxing Districts" means all political subdivisions of the state which have ad valorem taxing power over property within the boundaries of the Tax Increment District.

"Tax Increment Revenues" means all revenues above the Base Revenues.

Assumptions

1. The property will have improvements which at completion is estimated at taxable purposes at \$7,290,000
2. The average tax levy of all taxing districts will be \$17.623 per thousand dollars of taxable valuation.
3. Tax increment will start to be collected in 2022 and end prior to 2040.
4. The discretionary formula will be waived by Developer.

SCHEDULE 5

ESTIMATED CAPTURED TAXABLE VALUES

For purposes of this Project Plan, it is assumed that the Developer will elect not to use the real property tax discretionary formula currently utilized in Lawrence County, South Dakota, pertaining to payment of real property taxes (i.e., 20% Year 1; 40% Year 2; 60% Year 3; 80% Year 4; and 100% Year 5.)

* Actual valuation shall depend upon the value determined by the Lawrence County Director of Equalization when assessed, with the application of dollars-per-thousand from local taxes. All tax increment revenues shall be from Generally Applicable Taxes attributable to the improvements to be constructed in the TID. The potential for total increment collections are estimated to be at the maximum range of \$1,866,347 covering a span of captured tax years not to exceed 20. Collection is anticipated to begin in 2020, and the schedule carries out the tax captured 20 years from the date of Plan adoption.

The following dollars-per-thousand rates are the current taxing rates of the local taxing jurisdictions for Owner Occupied property types:

2020 Property Tax Rate

2019 Payable in 2020	\$ per \$1,000 assessed
Lawrence County	\$ 4.000
Deadwood City	\$ 4.978
Sanitary District	\$ 0.799
<u>School "Owner-Occupied"</u>	<u>\$ 7.846</u>
Total Tax Levy	\$ 17.623

Utilizing the information regarding expected increment valuation and tax generation, it is possible to generate an expected revenue stream that can be utilized to retire debt that will be created as a result of implementing the Project Plan.

ATTACHMENT 1

DESCRIPTIONS OF REAL PROPERTY:

BLOCK 3A, BLOCK 4A AND DEDICATED PUBLIC RIGHT OF WAY OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION TO THE CITY OF DEADWOOD ALL LOCATED IN THE SW1/4 OF SECTION 14, THE SE1/4 OF SECTION 15, THE NE1/4NE1/4 OF SECTION 22 AND THE N1/2NW1/4 OF SECTION 23, T5N, R3E, B.H.M., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

TRACT D-2, FORMERLY TRACT D OF M.S. 696 PALISADES STONE PLACER, ALL LOCATED IN THE NE ¼ AND THE SE ¼ SECTION 15, T5N, R3E, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA AND SHOWN ON PLAT DOCUMENT NO. 2008-5076. THE SUBJECT AREA CONTAINS 1.68 ACRES, PLUS OR MINUS.

ATTACHMENT 2

Conditions picture for City of Deadwood Tax Incremental District #13, SDCL § 11-9-16(1)

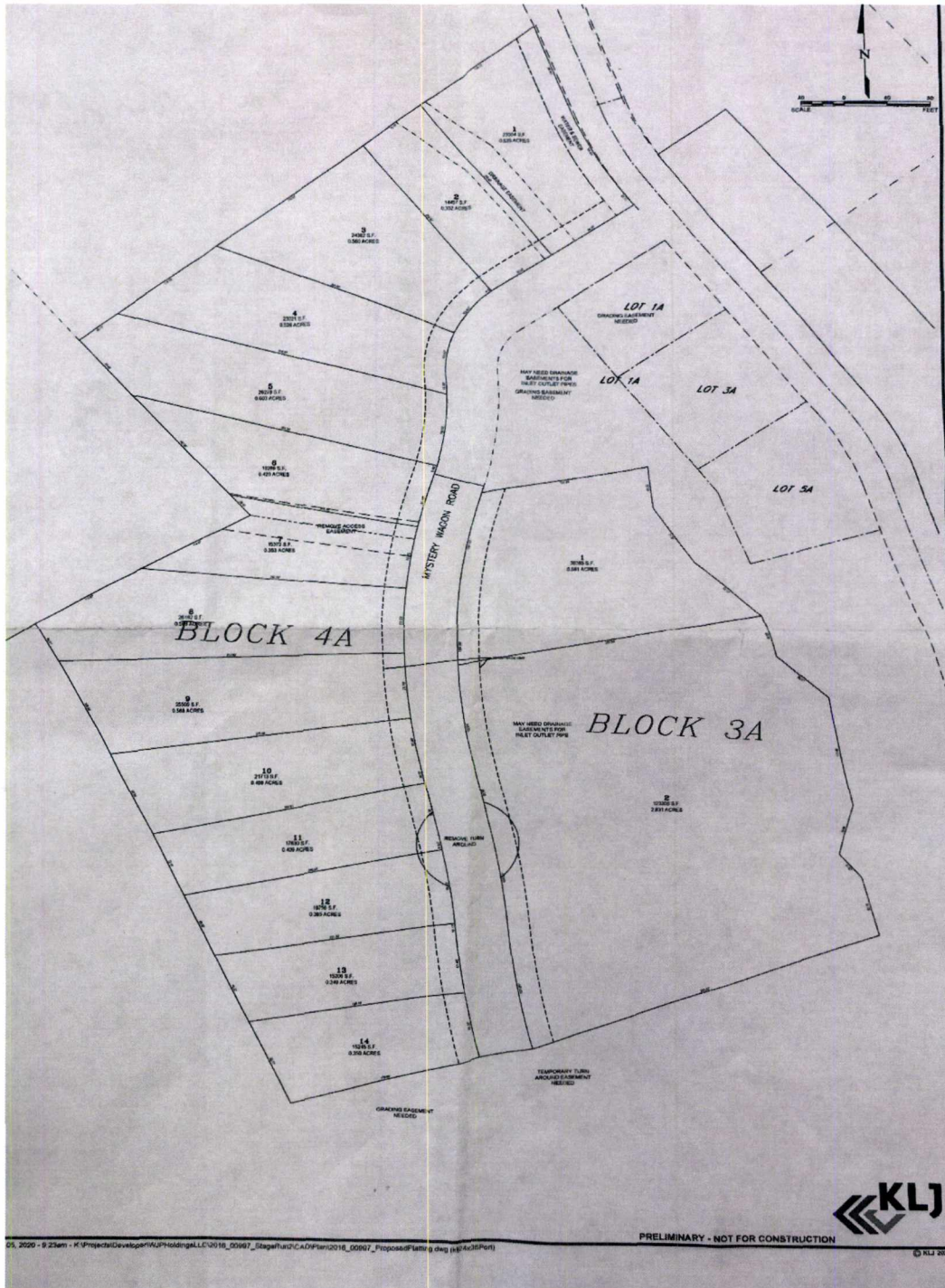
The following is a picture showing the current conditions of the proposed location of TIF #13

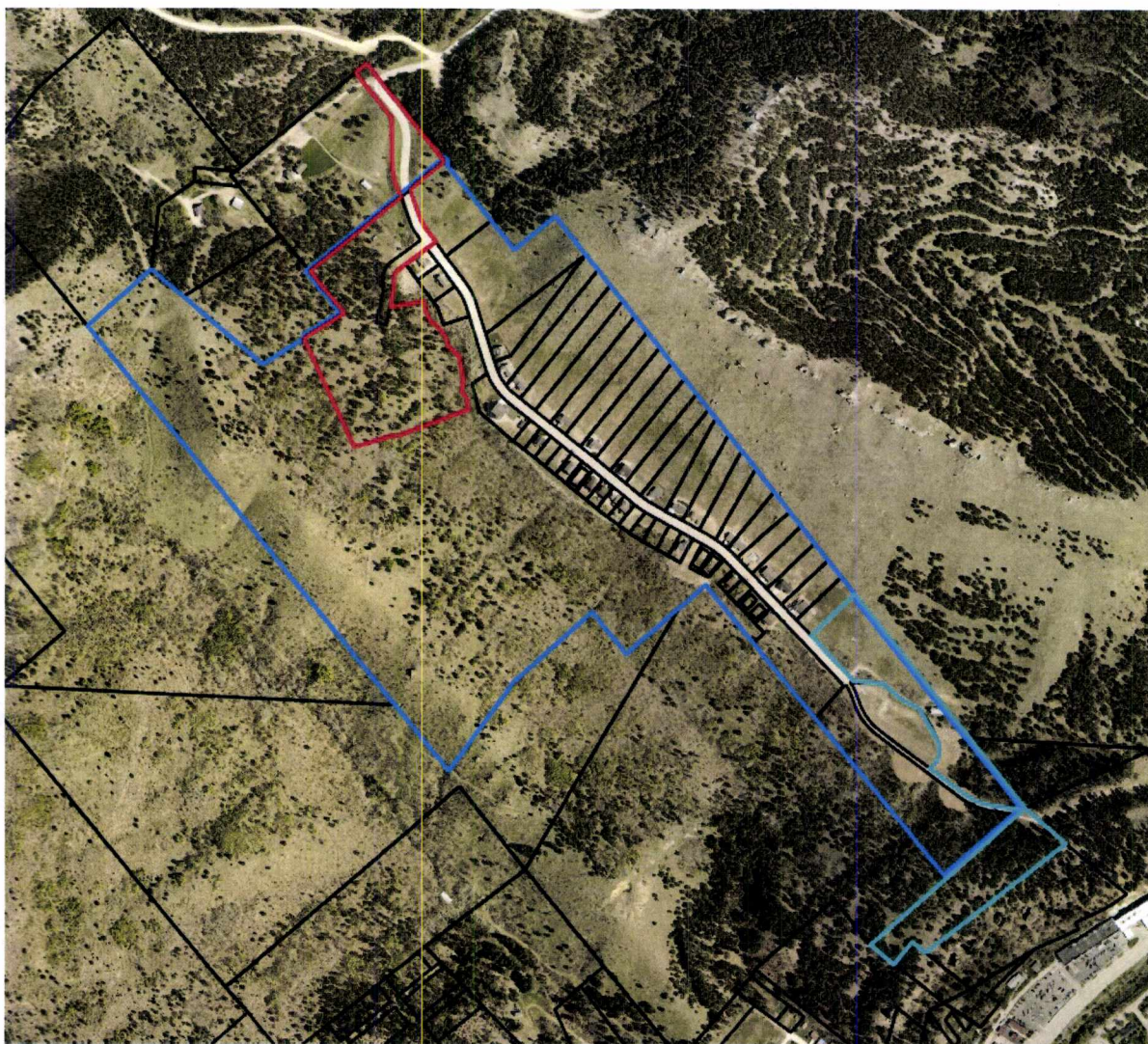


ATTACHMENT 3

Improvements map for City of Deadwood Tax Incremental District #13, SDCL § 11-9-16(2).

The following is a plat map of the Tax Increment District:



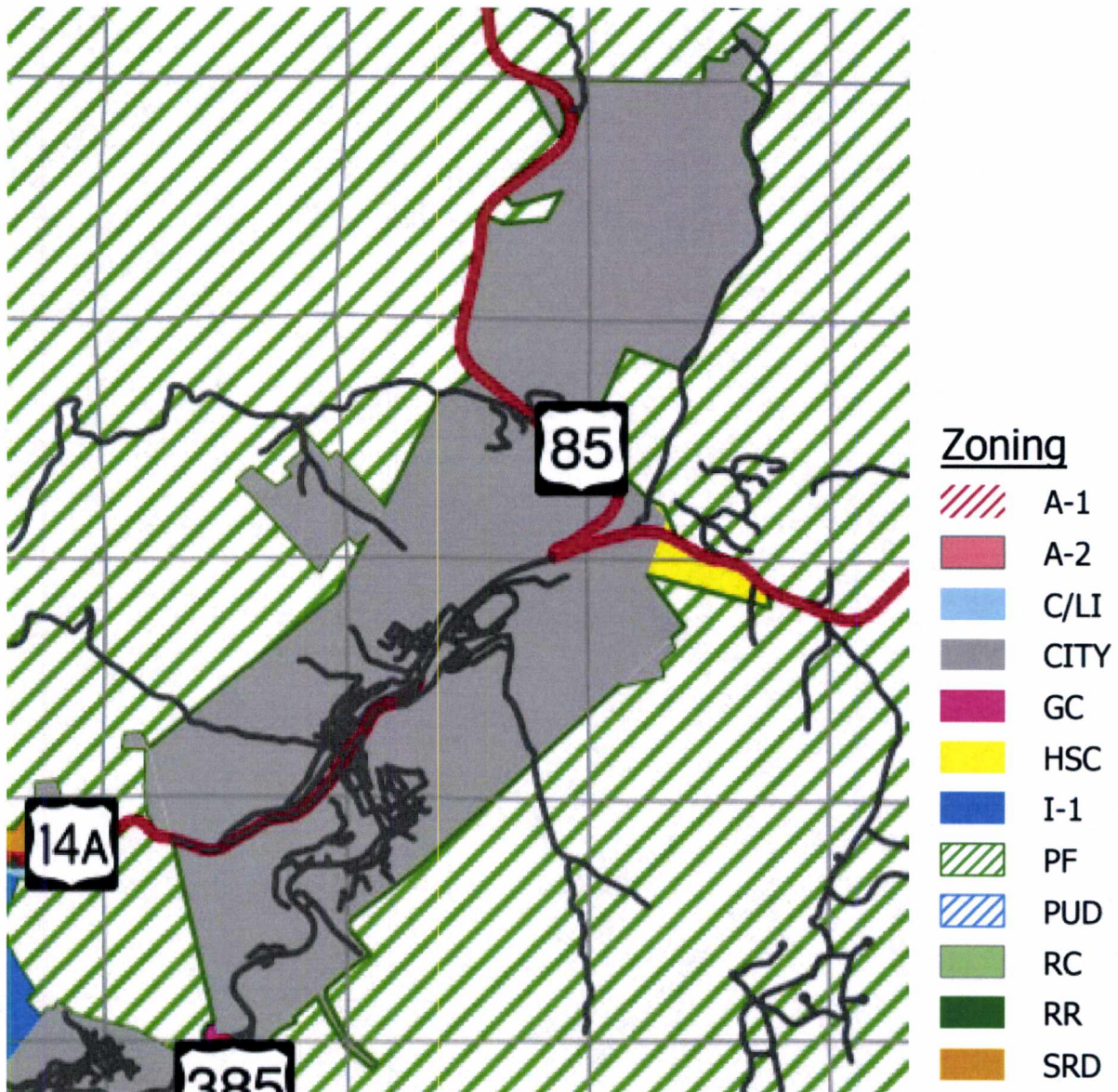


- This map depicts the TIF 13 Boundary which is highlighted in red
- The blue boundary is the original TIF boundary
- The light blue boundary is TIF 12

ATTACHMENT 4

Lawrence County Zoning Map for City of Deadwood Tax Incremental District #13, SDCL § 11-9-16(2).

No changes will be required to the current zoning.





SOUTH DAKOTA DEPARTMENT OF REVENUE
445 East Capitol Avenue • Pierre, SD 57501
(605) 773-3311 • dor.sd.gov

July 27, 2020

Tobin Morris
Kevin Wagner
City of Deadwood
108 Sherman St
Deadwood SD 57732

RE: Preliminary Classification of City of Deadwood 13

Dear Tobin Morris:

The Department of Revenue hereby acknowledges receipt of your request for Preliminary Classification of Tax Increment Financing District submitted on 07/21/2020.

Upon review of the provided information the Department has determined the classification for the TIF District "City of Deadwood 13" to be Affordable Housing for the purposes of the State Aid to Education formula.

If you have any questions or concerns, please do not hesitate to contact this office.

Sincerely,

A handwritten signature in blue ink, appearing to read "WJS", is written over a light blue circular stamp.

Wendy Semmler, Property Tax Program Manager
Property Tax Division

<http://dor.sd.gov>

DEVELOPMENT AGREEMENT
(ANNUAL APPROPRIATION GRANT)

BETWEEN

THE CITY OF DEADWOOD, SOUTH DAKOTA

AND WJP HOLDINGS, LLC

CONCERNING

TAX INCREMENT DISTRICT NUMBER 13

CITY OF DEADWOOD, SOUTH DAKOTA

Contents

Article I. DEFINITIONS	1
Article II. OBLIGATION AND REPRESENTATIONS	2
Section 2.01 Annual Appropriation Grant	2
Section 2.02 Grant.	3
Section 2.03 No Certificated Tax Increment Revenue Bonds.	3
Section 2.04 Tax Increment District Number 13.	3
Section 2.05 Developer's Representations.....	3
Section 2.06 Approvals.....	3
Section 2.07 Assignment of Payments.....	3
Section 2.09 Continued Cooperation.	4
Section 2.10 Completion of Improvements.	4
Section 2.11 No General Obligation of the CITY.....	4
Section 2.12 Pledge of the State.....	4
Article III. THE PROJECT	4
Section 3.01 The Project.	4
Section 3.02 The Public Infrastructure Improvements.	4
Section 3.03 Construction of the Public Infrastructure Improvements.	4
Section 3.04 Financing of the Project.	4
Section 3.05 CITY Costs.	5
Article IV. DUTIES AND OBLIGATIONS OF DEVELOPER.....	5
Article V. DUTIES AND OBLIGATIONS OF THE CITY.....	6
Article VI. INSURANCE.....	6
Article VII. DEFAULT AND TERMINATION	6
Article VIII. INDEMNIFICATION.....	6
Article IX. SITE INSPECTION.....	7
Article X. LIABILITY	7
Article XI. EXAMINATION OF RECORDS.....	7
Article XII. NON-WAIVER.....	7
Article XIII. ASSIGNMENT	7
Article XIV. CONFLICT OF INTEREST	8
Article XV. ENTIRE AGREEMENT.....	8

Article XVI. CHANGES AND AMENDMENTS.....	8
Section 16.01 SEVERABILITY	8
Article XVII. LEGAL AUTHORITY	9
Article XVIII. VENUE AND GOVERNING LAW.....	9
Article XIX. TAXES & LICENSES	9
Article XX. PARTIES' REPRESENTATIONS	9
Article XXI. NOTICE.....	9
Article XXII. CAPTIONS	10
Article XXIII. TERM	10
Article XXIV. REFUNDING	10

THIS DEVELOPMENT AGREEMENT, pursuant to Resolution No. 2020-20, passed and approved on August 17, 2020, is entered into by and between the **CITY OF DEADWOOD** a South Dakota, a municipal corporation (hereinafter called "CITY"); and William Pearson, WJP Holdings, LLC (hereinafter referred to as "DEVELOPER");

WITNESSETH:

WHEREAS, CITY recognizes the importance of its continued role in economic development; and

WHEREAS, by Resolution No. 2020-20, dated August 17, 2020, pursuant to Chapter 11-9 of the South Dakota Codified Laws (as amended), (hereinafter called the "Act"), CITY created Tax Increment District Number 13 (the "District") in accordance with the Act, to promote development of the TID Property, which development would not otherwise occur solely through private investment in the reasonably foreseeable future ("TID"); and

WHEREAS, the Act authorizes the expenditure of funds derived within a TID for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the CITY establishing TID, for grants, costs of public works or public improvements in the TID, plus other costs incidental to those expenditures and obligations, consistent with the project plan of the TID, which expenditures and monetary obligations constitute project costs, as defined in Section 11-9-14 of the Act ("Project Costs"); and

WHEREAS, on August 17, 2020, by a CITY Resolution, the City adopted and approved the Tax Increment Project Plan providing for development of TID Property.

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits contained in this Agreement, CITY and DEVELOPER hereby agree as follows:

Article I. DEFINITIONS

Unless the context otherwise requires, the terms defined in this Article I shall, for all purposes of this Agreement and of any amendment, have the meanings herein specified:

"CITY" and "DEVELOPER" shall have the meanings specified above.

"Act" shall mean the Chapter 11-9 of the South Dakota Codified Laws, as defined above and as may be amended from time to time.

"Agreement" shall mean this document by and among CITY and DEVELOPER, which may be amended from time to time, pursuant to the provisions contained herein and which a grant under Section 11-9-1(3) of the Act.

"Available Tax Increment Funds" shall mean the positive tax increments of the District;

"Construction Schedule" shall mean the timetable for constructing the improvements specified in the Project Plan and this Agreement, which timetable is more particularly set forth in Exhibit C, attached hereto and incorporated herein for all purposes and which timetable may be amended

from time to time pursuant to the provisions of this Agreement.

“District” means Tax Increment District Number 13 of the City.

“Effective Date” shall mean the seventeenth (17th) day after publication by the CITY’s City Council of the Resolution authorizing the execution of this Agreement by CITY.

“Grant” shall have the meaning set forth in the Act.

“Phase” shall mean a portion of the Project that is being constructed by DEVELOPER normally being a set number of units or acres out of the TID Property being constructed together during a specific timeline.

“Project” shall have the meaning specified in paragraph 3.1 of this Agreement, and as more specifically detailed in the Project Plan as (either or both) may be amended from time to time.

“Project Costs” shall have the meaning specified above.

“Project Plan” shall mean the final Project Plan as defined in the Act, as approved and as may be amended from time to time by the CITY.

“Public Infrastructure Improvements” shall have the meaning specified in Paragraph 3.02 of this Agreement, and as more specifically detailed in Exhibit B, the Project Plan as (either or both) may be amended from time to time.

“TID” shall have the meaning specified above.

“TID Property ” shall mean the real property subject to the Project Plan, which is more particularly described in Exhibit A.

Singular and Plural: Words used herein in the singular, where the context so permits, also includes the plural and vice versa, unless otherwise specified.

Article II. OBLIGATION AND REPRESENTATIONS

Section 2.01 Annual Appropriation Grant. Subject to annual appropriation, CITY agrees to pay to DEVELOPER Available Tax Increment Funds revenues it receives for the District for the then current fiscal year, the total of Annual Appropriations shall not exceed \$1,866,347 together with a computed interest at a rate of not to exceed 4.5% until the time set forth in Article XXIV. Should the City not appropriate the Grant to the Developer, the TIF will terminate.

It is understood between the Developer and the City of Deadwood, that the Developer will make financing application to South Dakota Housing Development Authority to try to obtain lower cost of funds related to this project. Should the Developer be successful in the application, and obtaining lower costs of funding, the City and Developer will amend the amortization schedule to reflect the new cost of funds. This amendment will only reflect a decrease in interest expense.

THIS AGREEMENT DOES NOT CONSTITUTE A DEBT WITHIN THE MEANING OF ARTICLE 13 SECTION 4 OF THE SOUTH DAKOTA CONSTITUTION. NO

OBLIGATION IS CREATED BEYOND A FISCAL YEAR IN WHICH AN ANNUAL APPROPRIATION HAS BEEN MADE.

Section 2.02 Grant. The right to receive the Available Tax Increment Funds referred to in Section 2.01 is a grant under the Act and is subject to annual appropriation by the CITY. The Grant is a personal property right vested with DEVELOPER on the date of execution of this Agreement. The Grant shall constitute a specific project cost under the Act and is deemed made on the date of the execution of this Agreement. Nothing in this Agreement obligates the City to mandatorily annually appropriate. Each Grant is at the discretion of the City Council on an annual appropriation basis.

Section 2.03 No Certificated Tax Increment Revenue Bonds. CITY and DEVELOPER represent that they understand and agree that the CITY shall not issue any certificated tax increment revenue bonds to cover any costs directly or indirectly related to DEVELOPER's improvement of the TID under this Agreement. This agreement shall constitute the only obligation.

Section 2.04 Tax Increment District Number 13. CITY represents to DEVELOPER that as of the date hereof that the TID is a Tax Increment District established by CITY pursuant to Resolution Number 2020-20, passed and approved on August 17, 2020, and has authority to carry on the functions and operations contemplated by this Agreement.

Section 2.05 Developer's Representations. DEVELOPER represents to CITY:

- (a) that DEVELOPER is an entity organized in the State of South Dakota;
- (b) that DEVELOPER has the authority to enter into this Agreement and to perform the requirements of this Agreement;
- (c) that DEVELOPER's performance under this Agreement shall not violate any applicable judgment, order, law or regulation;
- (d) that DEVELOPER's performance under this Agreement shall not result in the creation of any claim against CITY for money or performance, any lien, charge, encumbrance or security interest upon any asset of CITY; and
- (d) that DEVELOPER shall have sufficient capital to perform all of its obligations under this Agreement when it needs to have said capital; and that DEVELOPER owns the TID Property.

Section 2.06 Approvals. CITY and DEVELOPER represent each to the others that the execution, delivery, and performance of this Agreement on its part does not require consent or approval of any person that has not been obtained.

Section 2.07 Assignment of Payments. The CITY represents that DEVELOPER may rely upon the payments to be made to it out of the Available Tax Increment Funds as specified in this Agreement and that DEVELOPER may assign its rights to such payments, either in full or in trust, for the purposes of financing its obligations related to this Agreement, but DEVELOPER's right to such payments is subject to the other limitations of this Agreement. The CITY will issue a

check or other form of payment made payable to the DEVELOPER or its assigns.

Section 2.09 Continued Cooperation. CITY and DEVELOPER represent each to the others that it shall make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires its continued cooperation.

Section 2.10 Completion of Improvements. CITY and DEVELOPER represent that they understand and agree that DEVELOPER shall diligently work to successfully complete any and all required improvements in accordance with the Construction Schedule attached as Exhibit C.

Section 2.11 No General Obligation of the CITY. DEVELOPER represents that it understands that any contributions made by DEVELOPER in anticipation of reimbursement from Available Tax Increment Funds shall not be, nor construed to be, a general obligation of the CITY. The Agreement is payable only out of the special fund created under §11-9-31 of the Act. **THIS AGREEMENT SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE CITY NOR A CHARGE AGAINST ITS GENERAL TAXING POWER.** DEVELOPER shall bear all risks associated with reimbursement, including, but not limited to: incorrect estimates of tax increment, changes in tax rates or tax collections, changes in state law or interpretations thereof, changes in market or economic conditions impacting the project, changes in interest rates or capital markets, changes in building code requirements, changes in the governing body of the City, default by third parties, unanticipated effects covered under legal doctrine of force majeure, and/or other unanticipated factors.

Section 2.12 Pledge of the State. The State of South Dakota pursuant to Section 11-9-39.1 of the Act has pledged not alter any of the rights vested in this Agreement until they are fully met and discharged.

Article III. THE PROJECT

Section 3.01 The Project. The Project shall constitute and include the design, construction, assembly, installation and implementation of project described on Exhibit A.

Section 3.02 The Public Infrastructure Improvements. The Public Infrastructure Improvements shall constitute and include the design, construction, assembly, installation and implementation of the project costs described on Exhibit B.

Section 3.03 Construction of the Public Infrastructure Improvements. Public Infrastructure Improvements shall be constructed by the DEVELOPER through private contract. The CITY shall not bid nor contract any improvement described in this Agreement.

Section 3.04 Financing of the Project. The cost of the Project and Public Infrastructure Improvements and all other improvement expenses associated with the Project shall be through the use of DEVELOPER's own capital or through commercial or private construction loans/lines of credit secured solely by DEVELOPER. DEVELOPER may use any or part of the TID Property as collateral for the construction loan or loans as required for the financing of the Project. **THESE AVAILABLE TAX INCREMENT FUND PAYMENTS MADE TO DEVELOPER ARE NOT INTENDED TO REIMBURSE DEVELOPER FOR ALL OF ITS COSTS INCURRED IN**

CONNECTION WITH PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT.

Section 3.05 CITY Costs. There shall be no CITY costs financed with the Tax Increment District. The CITY shall reimburse its self from Available Tax Increment Funds for imputed administrative costs in the amount of \$10,000 which shall occur on or before the twentieth anniversary of the creation of the Tax Increment District. The Developer also agrees to pay any City legal fee's associated with TIF 13.

Article IV. DUTIES AND OBLIGATIONS OF DEVELOPER

(a) DEVELOPER agrees to complete, or cause to be completed, the improvements described in the Project Plan and this Agreement. DEVELOPER agrees to provide, or cause to be provided, all materials, labor, and services for completing the Project. DEVELOPER also agrees to obtain or cause to be obtained, all necessary permits and approvals from CITY and/or all other governmental agencies having jurisdiction over the construction of improvements to the TID Property.

(b) DEVELOPER shall prepare, or cause to be prepared plans and specifications for the Public Infrastructure Improvements in each Phase prior to starting any construction in said Phase. DEVELOPER shall not commence any construction on the Project until the plans and specifications for each Phase have been approved in writing by the appropriate department of CITY.

(c) DEVELOPER agrees to supervise the construction of the Project and cause the construction to be performed substantially in accordance with the Project Plan and the plans and specifications approved by the appropriate department of CITY. DEVELOPER also agrees to provide periodic reports of such construction to CITY upon reasonable request.

(d) DEVELOPER shall be responsible for paying, or causing to be paid, to CITY and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the Project.

(e) DEVELOPER agrees to commence and complete the Project in accordance with the Construction Schedule. If substantial completion of the Project is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, fire or other casualty, court injunction, necessary condemnation proceedings, interference by third parties, or any circumstances reasonably beyond DEVELOPER's control, then at CITY's reasonable discretion, the deadlines set forth in the Construction Schedule shall be extended by the period of each such delay.

(f) DEVELOPER shall pay monthly rates and charges for all utilities (such as water, electricity, and sewer services) used by DEVELOPER in regard to the development of the TID Property for all areas owned by DEVELOPER during construction of the Project, and for so long as DEVELOPER owns those areas.

(g) DEVELOPER shall cooperate with the CITY in providing all necessary information to CITY in order to assist the CITY in complying with this Agreement.

(h) DEVELOPER shall submit written annual reports, starting no later than thirty (30) days following the end of the fiscal year in which the TID was created detailing the amount of Available Tax Increment Funds received and the amounts thereof applied to pay DEVELOPER'S principal and interest on its private financing.

Article V. DUTIES AND OBLIGATIONS OF THE CITY.

The CITY hereby pledge all Available Tax Increment Funds as full reimbursement to DEVELOPER, up to the maximum total amount specified in this Agreement. This is also subject to Article II, Section 2.01.

The City retains the right to defend the validity of the Tax Increment District should it be challenged.

Article VI. INSURANCE

DEVELOPER shall maintain a policy of liability insurance, acceptable to the CITY, with liability limits of at least one million dollars \$1,000,000.00 that names the City of Deadwood as an additional insured. Such a policy shall remain in effect until the CITY accepts the improvements.

Article VII. DEFAULT AND TERMINATION

In the event that DEVELOPER fails to commence construction of the Project, fails to complete construction of the Project, or fails to perform any other obligation pursuant to the terms of this Agreement, CITY may terminate this Agreement if DEVELOPER does not take adequate steps to cure its failure within ninety (90) calendar days after receiving written notice from CITY requesting the failure be cured.

Article VIII. INDEMNIFICATION

DEVELOPER covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, CITY (and the elected officials, employees, officers, directors, and representatives of CITY) from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to DEVELOPER's negligence, willful misconduct or criminal conduct in its activities under this Agreement, including any such acts or omissions of DEVELOPER, any agent, officer, director, representative, employee, consultant or subconsultants of DEVELOPER, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this Agreement, all without, however, waiving any governmental immunity available to CITY under South Dakota Law and without waiving any defenses of the parties under South Dakota Law. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. DEVELOPER shall promptly advise CITY in writing of any claim or demand against CITY related to or arising out of DEVELOPER's activities under this Agreement and shall see to

the investigation and defense of such claim or demand at DEVELOPER's cost to the extent required under the Indemnity in this paragraph. CITY shall have the right, at their option and at their own expense, to participate in such defense without relieving DEVELOPER of any of its obligations under this paragraph.

Article IX. SITE INSPECTION

DEVELOPER shall allow CITY reasonable access to the TID Property owned or controlled by DEVELOPER for inspections during and upon completion of construction of the Project and to documents and records necessary for CITY to assess DEVELOPER's compliance with this Agreement.

Article X. LIABILITY

As between CITY and DEVELOPER, DEVELOPER shall be solely responsible for compensation payable to any employee or contractor of DEVELOPER, and none of DEVELOPER's employees or contractors will be deemed to be employees or contractors of CITY as a result of the Agreement. To the extent permitted by South Dakota law, no director, officer, employee or agent of CITY shall be personally responsible for any liability arising under or growing out of this Agreement.

Article XI. EXAMINATION OF RECORDS

CITY reserves the right to conduct examinations, during regular business hours and following notice to DEVELOPER by CITY, of the books and records related to this Agreement no matter where books and records are located.

Article XII. NON-WAIVER

Any provision of this Agreement may be amended or waived if done in writing and is signed by CITY, through a Resolution passed and approved by its City Council and DEVELOPER. No course of dealing on the part of CITY, or DEVELOPER nor any failure or delay by CITY or DEVELOPER in exercising any right, power, or privilege under this Agreement shall operate as a waiver of any right, power or privilege owing under this Agreement.

Article XIII. ASSIGNMENT

(a) All covenants and agreements contained herein by CITY shall bind their successors and assigns and shall inure to the benefit of DEVELOPER and their successors and assigns.

(b) CITY may assign their rights and obligations under this Agreement, to any governmental Entity without prior consent of DEVELOPER. If CITY assigns their rights and obligations under this Agreement then CITY will send DEVELOPER written notice of such assignment within fifteen (15) days of such assignment.

(c) Any restrictions herein on the transfer or assignment of DEVELOPER's interest in this Agreement shall not apply to and shall not prevent the assignment of this Agreement to any

corporation or other entity with which DEVELOPER may merge or consolidate or that may succeed to a controlling interest in the business of DEVELOPER; nor shall the foregoing apply to or prevent DEVELOPER from assigning the proceeds of this Agreement to a lending institution or other provider of capital in order to obtain financing for the Project. In no event, however, shall CITY be obligated in any way to the aforementioned financial institution or other provider of capital.

Article XIV. CONFLICT OF INTEREST

DEVELOPER acknowledges that the Charter of CITY and its ethics code prohibit a CITY officer or employee from having a financial interest in any contract with the CITY or any CITY agency such as CITY-owned utilities. DEVELOPER warrants and certifies, and this Agreement is made in reliance thereon, that they, their officers, employees and agents are neither officers nor employees of CITY as prohibited above.

Article XV. ENTIRE AGREEMENT

This written Agreement, embodies the final and entire agreement between the parties hereto and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that if there is a conflict between an exhibit and a provision of this Agreement, the provision of this Agreement shall prevail over the exhibit.

Article XVI. CHANGES AND AMENDMENTS

Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by CITY and DEVELOPER and evidenced by passage of a subsequent CITY Resolution, as to CITY's approval.

It is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable to DEVELOPER's services hereunder may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation or law.

Each annual appropriation which is made more than five years after the District has been created shall constitute an amendment described in SDCL § 11-9-3. Since no additional project costs will be provided for in the amendment, SDCL § 11-9-23 shall not apply and no further action by the City will be required.

Section 16.01 SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the charter, code, or Ordinances of CITY, then and in that event it is the intent of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of

this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intent of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a similar clause or provision as may be possible, legal, valid and enforceable.

Article XVII. LEGAL AUTHORITY

Each persons executing this Agreement on behalf of the CITY and DEVELOPER, represents, warrants, assures and guarantees that he has full legal authority to (i) execute this Agreement on behalf of CITY and/or DEVELOPER, respectively, and (ii) to bind CITY and/or DEVELOPER to all of the terms, conditions, provisions and obligations herein contained.

Article XVIII. VENUE AND GOVERNING LAW

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in Lawrence County, South Dakota.

Article XIX. TAXES & LICENSES

DEVELOPER shall pay, on or before their respective due dates, to the appropriate collecting authority all Federal, State, and local taxes and fees that are now or may hereafter be levied upon the TID Property or upon DEVELOPER or upon the business conducted on the TID Property, or upon any of DEVELOPER's property used in connection therewith, including employment taxes; and DEVELOPER shall maintain in current status all federal State, and local licenses and permits required for the operation of the business conducted by DEVELOPER.

Article XX. PARTIES' REPRESENTATIONS

This Agreement has been jointly negotiated by the CITY and DEVELOPER and shall not be construed against a party because that party may have primarily assumed responsibility for the drafting of this Agreement.

Article XXI. NOTICE

Any notice sent under this Agreement shall be written and mailed with sufficient postage, sent by certified mail, return receipt requested, documented facsimile or delivered personally to an officer of the receiving party at the following addresses:

CITY
City of _____
Office _____
Phone: _____
Fax: _____

DEVELOPER

William H. Pearson
WJP Holdings, LLC
20826 Radio Tower Rd
Deadwood, SD 57732
(605) 920-1240

Each party may change its address by written notice in accordance with this Article. Any communication delivered by facsimile transmission shall be deemed delivered when receipt of such transmission is received if such receipt is during normal business hours or the next business day if such receipt is after normal business hours. Any communication so delivered in person shall be deemed received when receipted for by or actually received by an officer of the party to whom the communication is properly addressed. All notices, requests or consents under this Contract shall be (a) in writing, (b) delivered to a principal officer or managing entity of the recipient in person, by courier or mail or by facsimile, telegram, telex, cablegram or similar transmission, and (c) effective only upon actual receipt by such person's business office during normal business hours. If received after normal business hours, the notice will be considered to have been received on the next business day after such delivery. Whenever any notice is required to be given by applicable law or this Contract, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Each party shall have the right from time to time and at any time to change its address by giving at least 15 days' written notice to the other party.

Article XXII. CAPTIONS

All captions used herein are only for the convenience of reference and shall not be construed to have any effect or meaning as to the agreement between the parties hereto.

Article XXIII. TERM

The term of this Agreement shall commence on the Effective Date and end on the date which is the earlier to occur of the following:

(i) the date which all monetary obligations under this Agreement have been paid and CITY expenditures reimbursed; or

(ii) the date this Agreement is terminated as provided in Article VIII; or

(iii) 20 years from the creation of the District or pursuant to Article II, Section 2.01

Article XXIV. REFUNDING

This Agreement may be refunded at any time pursuant to SDCL 6-8B.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be duly executed this _____ day of August, 20____.

CITY OF _____

Mayor

ATTEST:

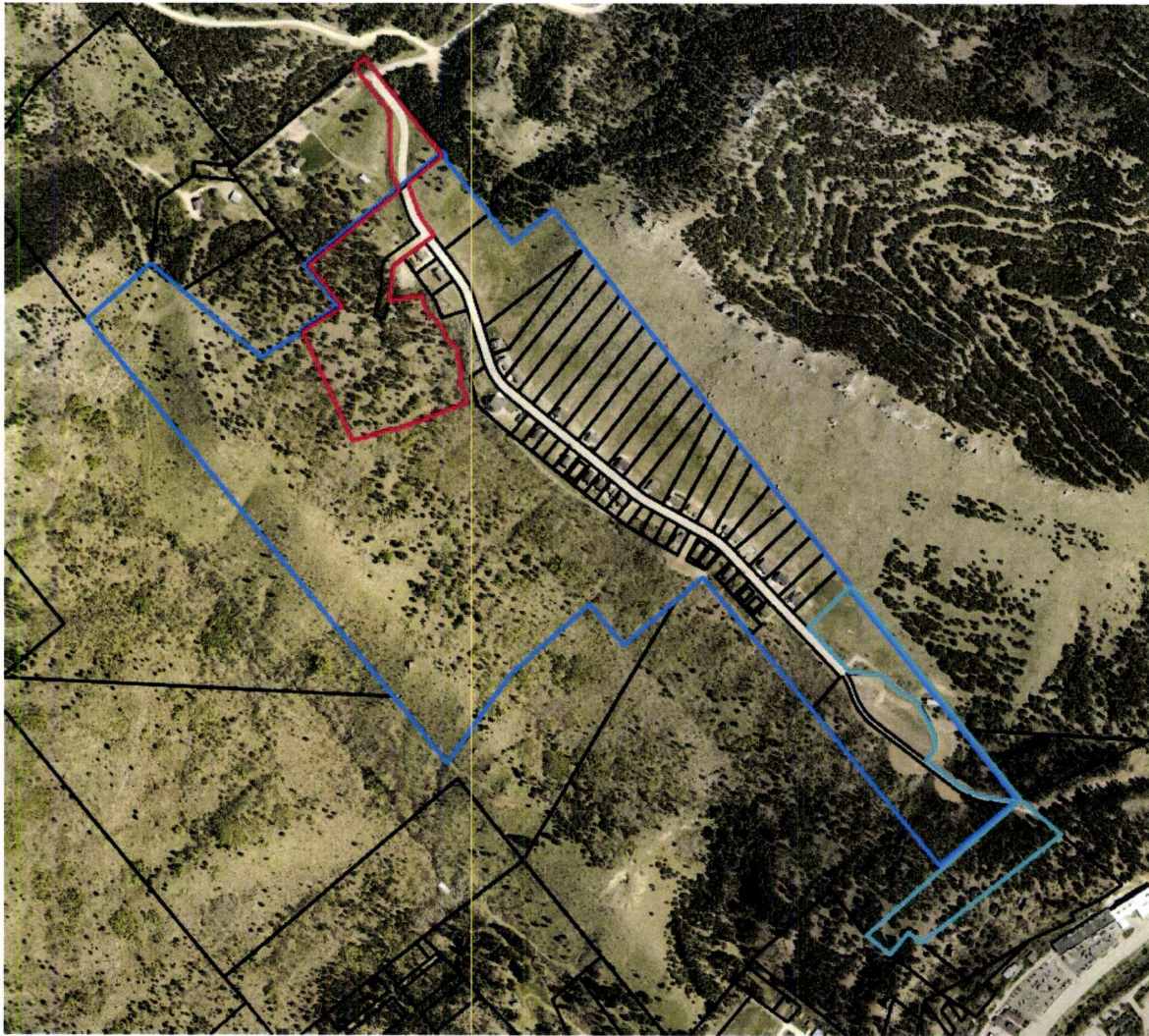
City Finance Officer
SEAL

**COUNTER SIGNED
RESIDENT ATTORNEY**

By:
Its:

EXHIBIT A

Project Site



- This map depicts the TIF 13 Boundary which is highlighted in red
- The blue boundary is the original TIF boundary
- The light blue boundary is TIF 12

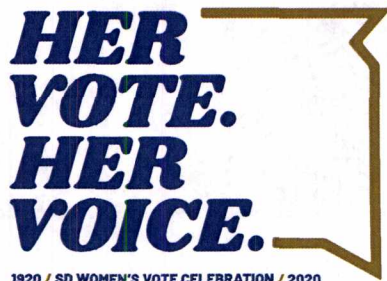
EXHIBIT B

Public Infrastructure Improvements

EXHIBIT C

Construction Schedule

The project is expected to be completed by the Fall of 2021.



HER VOTE. HER VOICE.
IS A PROJECT OF THE SD
HISTORICAL SOCIETY
FOUNDATION TO CELEBRATE
THE 100TH ANNIVERSARY OF
WOMEN'S RIGHT TO VOTE.

ADDRESS

SD Historical Society Foundation
900 Governor's Drive
Pierre, SD 57501

CONTACT

Catherine Forsch, CEO
605.773.6346

LEARN MORE ABOUT OUR DELEGATES AT:
WWW.HERVOTEHERVOICE.ORG

August 01, 2020

SOUTH DAKOTA MAYORS, CITY MANAGERS, & BUILDING OFFICIALS:

WE NEED YOUR HELP IN LIGHTING A LOCAL LANDMARK ON AUGUST 26.

The Her Vote. Her Voice. Delegation, appointed by Gov. Noem, will lead the state in commemorating the 100th Anniversary of the ratification of the 19th Amendment and women's constitutional right to vote with a "Cheers to 100 Years" celebration.

Bring your community together virtually for the lighting of a local landmark in the official suffrage colors, purple and gold. These lighting events are being planned across the U.S. and you can help us light up South Dakota in unified support.

The evening of August 26 on Dakota News Now there will be a statewide live broadcast to showcase the lighting of landmarks across the state, with many locations toasting the movement simultaneously.

Partner with us by lighting a building or landmark in your community in purple and gold on August 26 as part of a nationwide Forward Into Light Campaign, named in honor of the historic suffrage slogan, "Forward through the Darkness, Forward into Light."

Information is attached. Please call Catherine Forsch at 605.222.8354 to confirm your participation and to identify your building or landmark location being lighted.

Just like the fight for women's suffrage, the delegation's mission cannot be accomplished without statewide support. The work it took for women to earn the right to vote is unimaginable, and it took thousands, all in lockstep, protesting, writing letters, campaigning, getting pushback, and, at times, sharp criticism. It is amazing the grit and fortitude these women had to soldier on and earn the vote.

Thank you for your time and consideration. We hope you'll help us celebrate the impact that these women had in South Dakota and across the nation.

Sincerely,

Her Vote. Her Voice. Delegation

Julie Bartling

Sue Gates

Peggy Gibson

Dr. José Marie Griffiths

Katie Hunhoff

Susan Irons

Mary Jean Jensen

Kay Jorgensen

Kitty Kinsman

Elsie Meeks

Patricia Miller

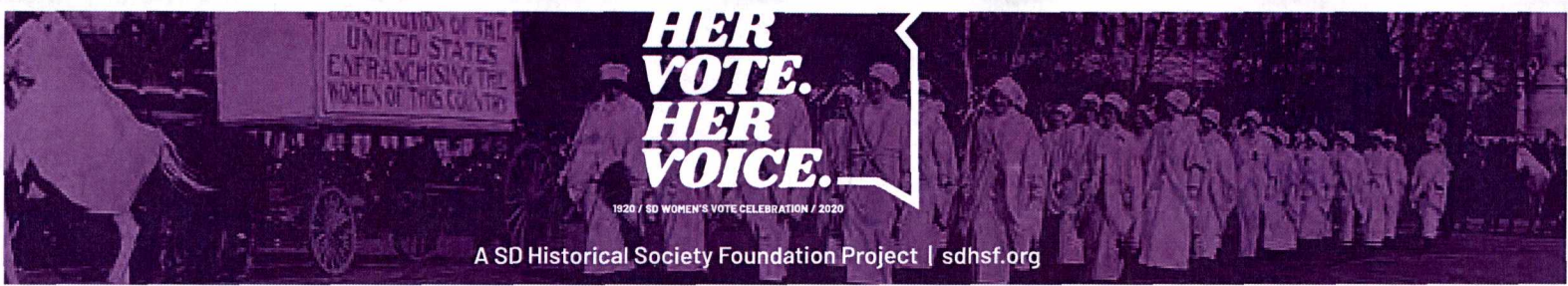
Tracy Saathoff

Kristina Schaefer

Hon. Karen Schreier

Rep Tamara St. John

Ann McKay Thompson



A SD Historical Society Foundation Project | sdhsf.org

FORWARD INTO LIGHT CAMPAIGN

To commemorate the 100th anniversary of the 19th Amendment and women's constitutional right to vote, buildings and landmarks across the country will light up in **purple** and **gold** on August 26, 2020 as part of the nationwide Forward Into Light Campaign, named in honor of the historic suffrage slogan, "**Forward through the Darkness, Forward into Light.**"

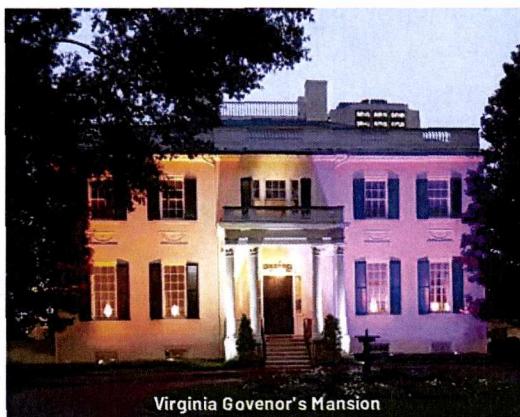
Join us as we celebrate this milestone of American democracy in the official suffrage colors — from state capitols to skyscrapers to bridges to city halls!

THE CENTENNIAL

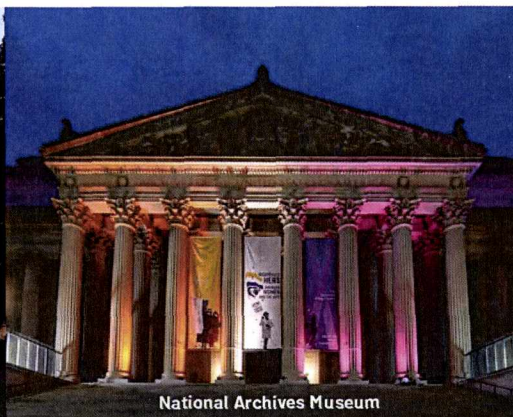
Throughout 2020, the U.S. will celebrate the 100th anniversary of the 19th Amendment and women's constitutional right to vote. Suffragists began their organized fight in 1848 when they demanded the right to vote during the first women's rights convention in Seneca Falls, New York. For the next 72 years, women leaders lobbied, marched, picketed, and protested for the right to the ballot. The U.S. Congress finally passed the 19th Amendment on June 4, 1919, and the necessary 36 states had ratified the amendment by August 26, 1920, marking the single largest expansion of voting rights in United States history and a major victory in the ongoing effort to perfect American democracy.

THE DELEGATION

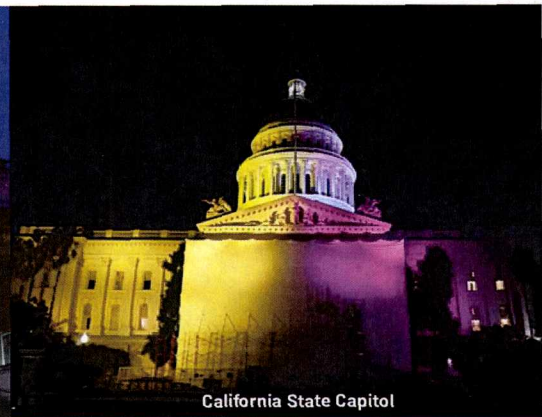
Her Vote. Her Voice. (HVHV) is the South Dakota chapter celebrating the centennial throughout 2020-2021 and is a project of the South Dakota Historical Society Foundation. The HVHV Women's Vote Centennial Delegation was appointed by Governor Kristi Noem to commemorate and celebrate the centennial anniversary of the passage of the 19th Amendment granting women the right to vote. For more information go to www.hervotehervoice.org or call Catherine Forsch at (605) 773-6003.



Virginia Governor's Mansion



National Archives Museum

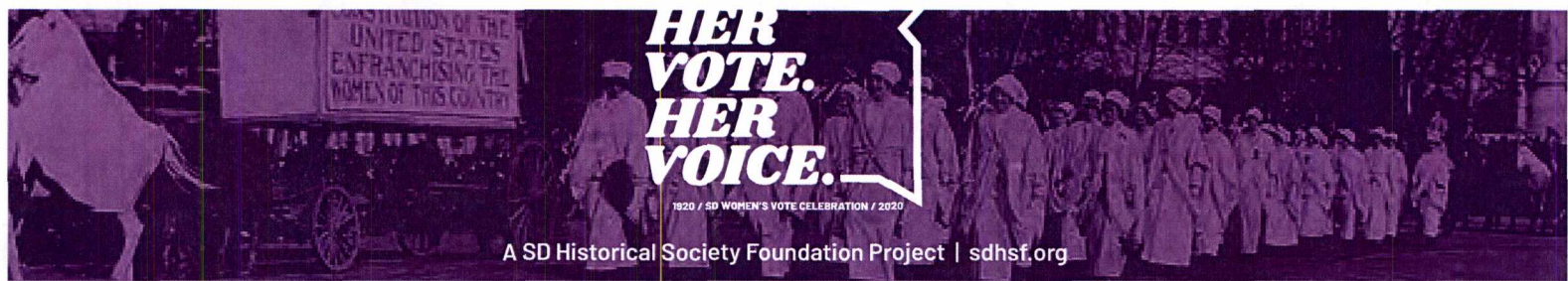


California State Capitol

WOMENSVOTE100.ORG



HERVOTEHERVOICE.ORG



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JOIN THE CAMPAIGN

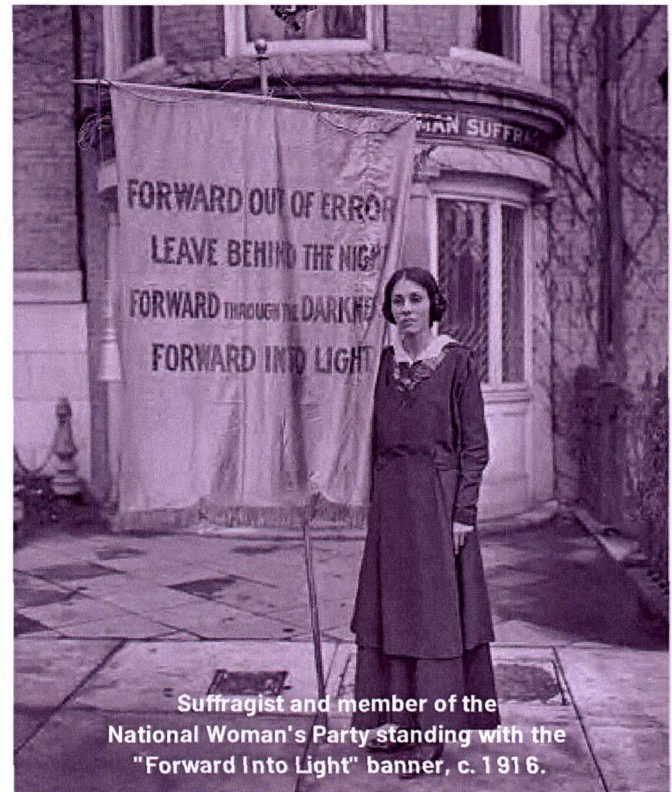
STEP 1: LEARN MORE

Email Catherine Forsch with the SD Historical Society Foundation at catherine.forsch@state.sd.us to learn more and become an official Forward Into Light partner.

STEP 2: BECOME A PARTNER

Commit to celebrating the centennial of women's right to vote in your community and become a Forward Into Light partner. By joining the campaign, you will be agreeing to:

- a) light your building or local landmark in purple and/or gold on August 26
- b) share your photos with us on social media by hashtagging us #HerVoteHerVoice.
- c) go to www.hervotehervoice.org/partners to support the campaign



Suffragist and member of the National Woman's Party standing with the "Forward Into Light" banner, c. 1916.

STEP 3: LIGHT YOUR BUILDING

Light your building or local landmark in purple and/or gold by purchasing Apollo Gel Rolls in color codes AP7350 and AP3150, cutting the film to fit the size of your lights, laying the gel over the lights, and you're done! Order the film online directly from the manufacturer, Apollo Design, or work with our official Forward Into Light vendor in your area to have your questions answered and purchase your film. Her Vote. Her Voice. is proud to partner with Pinnacle Productions in South Dakota to provide lighting solutions to our communities and partners statewide. If you need help or support on how to light your destination, reach out to Catherine and we're happy to introduce you to Pinnacle. They'll work with you directly to craft a solution for you specific needs and budget.

QUESTIONS?

Catherine Forsch
SD Historical Society Foundation CEO
Catherine.Forsch@state.sd.us
605.773.6003

SD LIGHTING PARTNER

Chris Hintz
Hi@PinnacleProDj.com
605.679.6089
www.pinnacleprodj.com

WOMENSVOTE100.ORG



HERVOTEHERVOICE.ORG