

CITY OF DEADWOOD  
102 SHERMAN STREET  
AGENDA

Regular Meeting

5:00 p.m. Monday, October 19, 2020

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

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 October 5, 2020**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**
6. **CONSENT AGENDA**

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

- A. Permission for Mayor to sign a Memorandum of Understanding between the City of Deadwood, the City of Lead and the Lead-Deadwood School District for two School Resource Officers. (page 28)
- B. Parking and Transportation recommendation – approve reserved residential parking sign for Robb & Wendy Nelson at 19 Centennial Street until completion of garage project. (page 29)
- C. Permission to purchase 5500 gallons of fuel at \$1.95 per gallon from Southside Oil.
- D. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for The Irene & Delmar Olsen Family.
- E. Permission to appoint Dave Bruce to the vacant Planning and Zoning Commission position with a term expiring December, 31, 2023. (page 30)
- F. Permission to approve updated Sections 2.13.1 (Telephone Policy) and 2.18 (Computer Policy) of the Employee Handbook. (page 31)
- G. Permission to pay Blackstrap, Inc. in the amount of \$3,948.75 for road salt. (To be paid from Streets Supplies.) (page 33)
- H. Permission for Mayor to sign Albertson Engineering for FEMA Project # 123107 (Whitewood Creek Restoration) (page 34)
- I. Permission for Mayor to sign resolution 2020-24 to surplus City property for the purpose of exchanging similar land on Railroad Avenue and McKinley Street. (page 36)
- J. Permission for Mayor to sign Quitclaim Deed and Certificate of Real-Estate Value for the purpose of transferring property to Lead Deadwood Economic Development. (page 37)
- K. Permission to pay Motorola in the amount of \$33,449.88 for mobile radios (To be paid from Fire Dept Equipment budget with 100% reimbursement by a grant thru Homeland Security.) (page 40)

- L. Permission for Historical Preservation to enter into contract with DocuTek to microfilm and PDF historic Lawrence County tax ledgers on file in the Case Library at BHSU. Total cost of project not to exceed \$5,500.00 to be paid from 2020 Archives budget.(page 41)
- M. Permission for Mayor to sign CARES Act Humanities Relief Grants for the Deadwood Library.(page 52)

**7. BID ITEMS**

- A. Results of bid opening October 13 for four-wheel drive dump truck. Staff will provide recommendation on Nov. 2, 2020.(page 62)  
Floyd's Truck Center: Total of \$176,099.00  
(4 annual payments of \$31,491.82 and 5<sup>th</sup> year \$35,219.80)  
Sanitation Products, Inc: Total \$157,164.00  
(4 annual payments \$29,475.92 and 5<sup>th</sup> year \$30,000.00)

**8. PUBLIC HEARINGS**

- A. Hold public hearing Deadweird Event: open container in zones 1 and 2 Friday, October 30 and Saturday, October 31, street closure Main street from Wall to Deadwood Street Saturday, October 31 from 5:00 p.m. to 4:00 a.m. Sunday, November 1.(page 67)
- B. Set public hearing for November 2 for transfers of Convention Center (on-sale) Liquor (CL15404), Retail (on-off sale) Wine (RW-6401), Package (off sale) Liquor (PL-4522) and Retail (on-off sale) Malt Beverage Licenses from Deadwood Gulch Resort to Ernest Hospitality LLC dba Deadwood Gulch Resort at 304 Cliff Street
- C. Set public hearing on November 2 for Special Alcohol License request from Deadwood Elks Lodge for event at Masonic Temple on November 28, 2020

**9. OLD BUSINESS**

- A. Act as Board of Adjustments and approve or deny Resolution 2020-22 Amendment #1 to Project Plan for TIF #12 (Project Plan approved by Planning & Zoning-September 16, 2020) (continued from October 5)(page 71)
- B. Act as Board of Adjustments and approve or deny Amendment to Contract for Private Development with Second Stage LLC (continued from Oct. 5)(page 92)

**10. NEW BUSINESS**

- A. Permission to approve change order #1 in the amount of \$4,876.95 for the Owner Directed Changes to the Event Complex South ADA Access project with payment to PL Carpentry. (To be paid from HP Capital Assets – Maintenance.)(page 95)
- B. Permission to pay PL Carpentry in the amount of \$3,444.00 for emergency repairs to the grandstands. (To be paid from HP Capital Assets – Maintenance.)(page 97)
- C. Permission for Mayor to sign contract with IPS Group, Inc. to purchase new parking technology and related services. (2021 Budgeted project in Parking & Transportation.)(page 99)

**11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS**

*No action can be taken*

**12. EXECUTIVE SESSION**

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

Executive Session for Personnel Matters per SDCL1-25-2 (1) w/ 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=ZlQrRXhXaXp4eStPSjg2YjVTNUtZOT09>

Meeting ID: 605 578 2082      Password: 1876  
One tap mobile                      669-900-9128

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

## REGULAR MEETING, OCTOBER 5, 2020

The Regular Session of the Deadwood City Commission convened on Monday, October 5, 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

Martinisko moved, Struble seconded to approve the minutes of September 21 and the special minutes of September 23 and October 1, 2020. Roll Call: Aye-All. Motion carried.

SEPTEMBER, 2020 PAYROLL: COMMISSION, \$2,730.76; FINANCE, \$19,664.19; PUBLIC BUILDINGS, \$10,047.95; POLICE, \$73,732.32; FIRE, \$5,679.60; BUILDING INSPECTION, \$4,244.40; STREETS, \$30,177.70; PARKS, \$29,754.25; PLANNING & ZONING, \$4,418.08; LIBRARY, \$5,384.49; RECREATION CENTER, \$18,818.39; HISTORIC PRESERVATION, \$17,321.23; WATER, \$17,477.33; MT. MORIAH, \$2,921.89; PARKING METER, \$9,515.56; TROLLEY, \$25,203.68; PARKING RAMP, \$2,312.50. **PAYROLL TOTAL: \$279,404.32.**

### SEPTEMBER, 2020 PAYROLL PAYMENTS:

Internal Revenue Service, \$66,035.93; S.D. Retirement System, \$30,123.12; Delta Dental, \$4,401.50.

### APPROVAL OF DISBURSEMENTS

Struble moved, Todd seconded to approve the October 5, 2020 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	356.61
A & B WELDING	SERVICE	104.76
A & J SUPPLY	SUPPLIES	157.85
ACE HARDWARE	SUPPLIES	186.43
ALL ASPECTS	SURVEY	550.00
ALSCO	SUPPLIES	499.81
AMAZON CAPITAL	SUPPLIES	161.18
AMERICAN VAN EQUIPMENT	SUPPLIES	1,598.87
ASSOCIATED SUPPLY	SUPPLIES	1,131.99
ASSOCIATION FOR RURAL	REGISTRATION	50.00
ATCO INTERNATIONAL	SUPPLIES	865.08
BALCO UNIFORM	UNIFORMS	485.27
BH ENERGY	SERVICE	27,107.44
BH SECURITY	SERVICE	2,886.44
BLOOM, KEVIN	PROJECT	1,460.00
BOGNER, KATHRYN	SERVICE	110.00
BOMGAARS	SUPPLIES	53.88
BRUCE OBERLANDER	PROJECT	3,200.00
CENTURY BUSINESS PRODUCTS	CONTRACT	519.05
CERTIFIED LABORATORIES	SUPPLIES	319.94
CHAINSAW CENTER	RENTAL	309.94
COCA COLA	SUPPLIES	960.00
CONSTRUCTION CONCEPTS	PROJECT	12,300.00
CULLIGAN	SUPPLIES	149.00
CURTIS BLUE LINE	UNIFORMS	261.00
DAKOTA LUMBER	PROJECT	10,502.25
DEADWOOD ALIVE	SEPTEMBER	20,000.00
DEADWOOD ELECTRIC	REPAIR	1,008.97
DVFD	REIMBURSEMENT	155.75
DEADWOOD GAMING	BID #8	10,000.00
DIAMOND YARDS BRICKS	SUPPLIES	80.00
DOOLITTLE, JAMES	UNION NEGOTIATIONS	400.00
EAGLE ENTERPRISES	SUPPLIES	1,517.87
EB COMMUNICATIONS	SUPPLIES	15.00
FASTENAL	SUPPLIES	56.87
FELD FIRE	REPAIR	1,300.50
FLAT EARTH SIGN	SERVICE	1,530.00
GLOBAL EQUIPMENT	SUPPLIES	658.39
GOLDEN WEST	SERVICE	743.76
HEINZERLING CONCRETE	PROJECT	18,616.85
HOMETOWN MANUFACTURING	SUPPLIES	102.82
INTERSTATE ENGINEERING	PROJECT	7,272.50
JACOBS WELDING	SERVICE	306.64
KARL'S TV	SUPPLIES	51.66
KNECHT	SUPPLIES	265.63
LAWLER, JEFFREY	MEETINGS	70.00
LIGHTING MAINTENANCE	REPAIR	335.61
LIGHTING PLASTICS OF MN	SUPPLIES	1,148.50
M & T FIRE AND SAFETY	EXTRACTOR	5,005.00
MCDIRT EXCAVATION	REPAIRS	15,786.25
MENARD'S	SUPPLIES	1,508.85
MIKLA, JAMES & CHRISTINE	PROJECT	5,449.94
MDU	SERVICE	2,998.42
MS MAIL	SERVICE	35.00
MUNCE, TRACY	PROJECT	1,750.00
MUTUAL OF OMAHA	INSURANCE	237.91
NELSON, MARY JO	CONSULTING	225.00
NETWORK SERVICES	SUPPLIES	388.32
NFPA	MEMBERSHIP	1,575.00
OTIS ELEVATOR	MAINTENANCE	142.44



## REGULAR MEETING, OCTOBER 5, 2020

PEARSON, JACI	PROJECT	1,350.00
PLASTIC WORKS	SUPPLIES	2,960.00
QUIK SIGNS	SERVICE	57.37
RASMUSSEN MECHANICAL	SERVICE	415.46
ROBITAILLE, PAUL	REIMBURSEMENT	378.58
S AND C CLEANERS	CLEANING	10,297.00
SCHMIDT, WILLIAM	PROJECT	4,317.00
SCOTT PETERSON MOTORS	SUPPLIES	94.58
SD PUBLIC HEALTH LAB	TESTING	511.00
SERVALL	SUPPLIES	1,311.08
SIMON MATERIALS	SUPPLIES	412.06
SPEARFISH LUMBER	PROJECT	11,338.49
SPRING HILL PRESS	SERVICE	395.00
SUMMIT COMPANIES	SERVICE	185.32
TCF EQUIPMENT FINANCE	TROLLEYS	9,400.86
THE LIBRARY STORE	SUPPLIES	168.27
THE LORD'S CUPBOARD	RECYCLING	53.00
TREE WISE MEN	SERVICE	1,100.00
TRIPLE K	SERVICE	913.50
TRUGREEN	SERVICE	1,316.95
TWILIGHT	SUPPLIES	554.62
TWIN CITY HARDWARE	SUPPLIES	6,718.54
TWIN CITY HARDWARE	GRANT	2,720.04
UMENTHUM, KEITH	PROJECT	130.00
VAST	SERVICE	3,480.56
VERIZON CONNECT	SERVICE	95.95
VERIZON WIRELESS	SERVICE	181.48
VERMEER HIGH PLAINS	SUPPLIES	165.89
WELLMARK	INSURANCE	56,680.68
WEST TIRE ALIGNMENT	SERVICE	335.00

Total \$285,064.52

### Proclamations

Mayor Ruth Jr. read a proclamation declaring October 5, as World Habitat Day in the City of Deadwood. Marcus Rinehart spoke about World Habitat.

Mayor Ruth Jr. read a proclamation declaring October as National Physical Therapy Month in the City of Deadwood.

### CONSENT

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

- A. Permission for Mayor to sign the Labor Agreement for the Police Department between the City of Deadwood and Teamsters Local Union No. 120.
- B. Permission for Mayor to sign renewal contract with Lead-Deadwood Regional Hospital for use of swimming pool from November 1, 2020 to October 31, 2021.
- C. Permission for Mayor to sign renewal agreement with Terry Peak Ski Resort for billboard lease from November 1, 2020 to October 31, 2021 at rate of \$220.00 per month.
- D. Permission to approve updated job description for Parks Technician.
- E. Permission to hire Horsley Masonry to repair wall adjacent to Library in an amount not to exceed \$3,000. (To be paid from HP City Retaining Wall budget line.)

### PUBLIC HEARINGS

#### Set

Struble moved, Todd seconded to set public hearing on October 19 for Deadweird Event. Roll Call: Aye-All. Motion carried.

### OLD BUSINESS

Planning and Zoning Administrator Russell stated Planning and Zoning Commission approved the Amendment #1 to Project Plan for TIF #12 on September 16 to allow for affordable housing in Deadwood. Blaise Emerson spoke about the amendment to the project plan which includes an additional \$355,000.00 of project costs. Discussion was held concerning debt limit, reevaluation, and itemized report. After discussion Struble moved, Johnson seconded to continue Resolution 2020-22 Amendment #1 to Project Plan for TIF #12. Commissioner Martinisko asked Emerson to visit with Finance Officer McKeown to clarify numbers. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, OCTOBER 5, 2020**

**Contract**

Martinisko moved, Struble seconded to continue Amendment to Contract for Private Development with Second Stage LLC (continued from September 21) Roll Call: Aye-All. Motion carried.

**NEW BUSINESS**

**Permission**

Transportation and Facilities Director Kruzel spoke about the parking. Martinisko moved, Struble seconded to allow all metered and transient parking, including Broadway Parking Garage, revenue received from free holiday parking (November 25<sup>th</sup> – December 26<sup>th</sup>) to be earmarked as donation to local non-profit organizations to be determined by City Commission. Roll Call: Aye-All. Motion carried.

**Resolution**

Russell spoke about the amendment. Todd moved, Martinisko seconded to approve Resolution 2020-23 Amended Business License Rate Fees. **Failure in compliance will result in forfeiting discounted offer.** Roll Call: Aye-All. Motion carried.

**Resolution 2020-23**

**A RESOLUTION SETTING FORTH RATES FOR USE BY THE CITY OF DEADWOOD;  
AMENDING RESOLUTION NO. 2020-16.**

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

NOW THEREFORE BE IT RESOLVED THAT the City of Deadwood hereby establishes the following fee(s) and other designations associated with City Ordinance #1311: Business Licenses effective June 1, 2020.

**Business License Fee:**

2020 Business License – Initial license prior to ~~September 30, 2020~~ November 13, 2020, the fee shall be waived.

New License after ~~October 1, 2020~~ November 13, 2020 .....\$100.00  
Annual Renewal(s).....\$20.00

Dated this 5th day of October, 2020

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

**Agreement**

Todd moved, Johnson seconded to allow Mayor to sign lease agreement with Jacob's Brewhouse for the use of approximately 1000 sq. ft. located along Miller St. and adjacent to the structure located at 79 Sherman St. Roll Call: Aye-All. Motion carried.

**Second Reading**

Russell spoke about the ordinance changes from first reading. Martinisko moved, Johnson seconded to approve Second Reading of Ordinance #1315, Amending Chapter 15.32.150. Roll Call: Aye-All. Motion carried.

**Contract**

Public Works Direct Nelson Jr. spoke about the contract. Struble moved, Martinisko seconded to enter into contract with Albertson Engineering for FEMA Project # 123107 (Whitewood Creek Restoration) in the amount of \$108,900 for Geotechnical & Survey, Construction documents, Bidding and Construction Administration. Roll Call: Aye-All. Motion carried.

## REGULAR MEETING, OCTOBER 5, 2020

### Hire

Kruzel spoke about the purchase which would be used in the City Hall, Rec Center, History and Interpretive Center and Welcome Center. Martinisko moved, Todd seconded to hire Rasmussen Mechanical to install GPS ionization units (air scrubbers) in four public buildings in an amount not to exceed \$35,000.00. (To be paid from Public Buildings improvements budget with possible reimbursement from CARES funding.) Roll Call: Aye-All. Motion carried.

### Pay

Kruzel spoke about the annual maintenance. Martinisko moved, Struble seconded to pay Summit Companies in the amount of \$4,051.00 for the annual maintenance of extinguishers. (To be paid from Public Buildings maintenance budget.) Roll Call: Aye-All. Motion carried.

### Discussion

Russell spoke about the City owned parcel of land to surplus. The City ultimately would be exchanging City owned land for privately owned land in the adjacent vicinity. The private land contains a natural spring that is in need of maintenance. He stated owner of 29 McKinley has shown interest and recommends to surplus parcel to Deadwood Lead Economic Development to transfer the property. Todd moved, Struble seconded to surplus property and utilize Lead Deadwood Economic Development to facilitate the transfer of property. Legal described as follows: Lot 6 of Block C of the Weisflog Addition to the City of Deadwood; Formerly a Portion of Railroad Avenue, Located in the N 1/2 of Section 23, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota. Roll Call: Aye-All. Motion carried.

## INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. Deadwood Chamber of Commerce will be hosting a Police Appreciation BBQ on Tuesday, October 6<sup>th</sup> from 5 pm - 7 pm at Outlaw Square. A Quorum of City Commissioners may be present.

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

Struble moved, Martinisko seconded to adjourn the regular session at 5:51 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, October 19, 2020.

After coming out of executive session at 6:23 p.m. Martinisko moved, Johnson seconded to adjourn.

ATTEST:

DATE: \_\_\_\_\_

\_\_\_\_\_  
Jessica McKeown, Finance Officer

BY: \_\_\_\_\_  
David Ruth Jr., Mayor

Published once at the total approximate cost of \_\_\_\_\_

PACKET: 05167 COMBINED - 10/20/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 111 COMMISSION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-323 - 2020	101-4111-423	PUBLISHING MINUTES - 8/17/20	000000	241.63
		I-347 - 2020	101-4111-423	PUBLISHING NOH-ST.CLOSE-HOMECOMING PARADE	000000	11.55
		I-348 - 2020	101-4111-423	PUBLISHING NOH-LEASE PUBLIC SP./79 SHRMAN	000000	10.63
		I-349 - 2020	101-4111-423	PUBLISHING NOTICE TO BID - DUMP TRUCK	000000	23.29
		I-404 - 2020	101-4111-423	PUBLISHING MINUTES - 09/08/2020	000000	220.84
		I-405 - 2020	101-4111-423	PUBLISHING ORDINANCE #1314 - TAX LEVY	000000	142.30
		I-411 - 2020	101-4111-423	PUBLISHING NOH - OKTOBERFEST	000000	22.64
01-1502	BLACK HILLS CHEMICAL					
		I-177302B	101-4111-422-02	SAFETY - COVI STERIPHENE AEROSOL/COVID 19	000000	73.56
		I-178790C	101-4111-422-02	SAFETY - COVI STERIPHENE AEROSOL/COVID 19	000000	61.30
		I-180267B	101-4111-422-02	SAFETY - COVI STERIPHENE AEROSOL/COVID 19	000000	12.26
		I-181922A	101-4111-422-02	SAFETY - COVI STERIPHENE AEROSOL/COVID 19	000000	73.56
		I-184849B	101-4111-422-02	SAFETY - COVI STERIPHENE-GLEM GL CLNR/COVID	000000	36.12
01-4570	CHAPTER Y - PEO					
		I-101520	101-4111-426	SUPPLIES POINSETTIAS - CITY HALL	000000	60.00
01-4625	FIB CREDIT CARDS					
		I-09/30/20 - FIN CCD	101-4111-422-02	SAFETY - COVI MASKS - COVID	000000	20.00
		I-09/30/20 - FIN CCD	101-4111-426	SUPPLIES CHALK-SUICIDE PREVENT CAMPAIGN	000000	42.98
		I-09/30/20 - FIN CCD	101-4111-426	SUPPLIES COMM.MEETING SUPPLIES	000000	30.70
		I-09/30/20 - FIN CCD	101-4111-426	SUPPLIES REFUND-CHALK/SUIC.PREVENTION	000000	21.49-
DEPARTMENT 111 COMMISSION						TOTAL: 1,061.87
01-2394	GUNDERSON, PALMER, NELS					
		I-103523	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	2,699.80
DEPARTMENT 141 ATTORNEY						TOTAL: 2,699.80
01-4625	FIB CREDIT CARDS					
		I-09/30/20 - FIN CCD	101-4142-426	SUPPLIES 3 TONER CARTRIDGES - FINANCE	000000	449.62
		I-09/30/20 - FIN CCD	101-4142-426	SUPPLIES FINANCE SUPPLIES	000000	21.40
DEPARTMENT 142 FINANCE						TOTAL: 471.02
01-0551	MENARD'S					
		I-77592	101-4192-426-03	SUPPLIES - BA SMART SIDING-TRIM-GRK FIN/BALL	000000	1,621.48
01-0724	SUMMIT COMPANIES					
		I-1560856	101-4192-425	REPAIRS ANNUAL MAINT OF EXTING/PUB BL	000000	4,051.00
01-1139	CRESCENT ELECTRIC SUPPL					
		I-S508203909.001	101-4192-425-21	REPAIRS - WEL ELITE LIGHTING LED 4000L/WELCO	000000	315.61

PACKET: 05167 COMBINED - 10/20/20

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
01-1406	STRETCH'S GLASS & CUSTO	I-1028266	101-4192-425-08	REPAIRS - HIS MIRRORS-INSTALL REMOVE FR/HIST	000000	870.00
01-1483	KNECHT HOME CENTER	I-5384592	101-4192-426-03	SUPPLIES - BA EXT 8X2-PINE-2X8X8-10 HF/BALLP	000000	172.73
01-1502	BLACK HILLS CHEMICAL	I-176103F	101-4192-426	SUPPLIES BL FOAM SOAP DISPENSER/PUB BL	000000	176.80
		I-184849A	101-4192-426	SUPPLIES STERIPHENE-TP-GLEM GL CLNR/PUB	000000	55.51
		I-185317	101-4192-426	SUPPLIES BLEACH-GLEM GL CLNR-CUPS/PUB B	000000	56.18
		I-185317A	101-4192-426	SUPPLIES (12) CANS GLEM GLASS CLEANER/P	000000	36.12
		I-186180	101-4192-426	SUPPLIES BLEACH-TOWEL-CUPS-TP/PUB BLDG	000000	241.82
01-1653	STURDEVANT'S AUTO PARTS	I-32-792056	101-4192-425-24	REPAIRS - OUT MALEPLUG-FEM GRIP-CORE TOOL/OS	000000	16.73
		I-32-792092	101-4192-425-04	REPAIRS - CIT JB WELD-FEM BODY-MALE PLUG/CH	000000	15.23
		I-32-793046	101-4192-425-04	REPAIRS - CIT FUNNEL/CITY HALL	000000	2.99
01-2991	GENPRO ENERGY SOLUTIONS	I-G19452	101-4192-425-15	REPAIRS - TRO REPAIRS AND MAINTENANCE/TROLLE	000000	2,056.45
01-3151	KONE INC.	I-959672830	101-4192-422-17	PROFESSIONAL- SEPT ELEVATOR MAINT/DAYS MUS	000000	166.54
01-3896	EAGLE ENTERPRISES, LLC	I-22486	101-4192-425-02	REPAIRS - ADA (3) 12W LED FLOODLIGHT MINI/AM	000000	147.00
01-3937	GLOBAL EQUIPMENT COMPAN	I-116639624	101-4192-426	SUPPLIES (4) APC BK500BLK BACKUPS/PUB B	000000	603.60
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	10,605.79
01-0510	GOLDEN WEST TECHNOLOGIE	I-373428	101-4193-422	PROFESSIONAL EMAIL SECUR,BKUP,VIRUS PROTECT	000000	1,490.00
				DEPARTMENT 193 COMPUTER SERVICE	TOTAL:	1,490.00
01-0467	CULLIGAN OF THE BLACK H	I-0012003	101-4210-424	RENTALS 5 GAL. BOTTLED WATER / POLICE	000000	33.75
		I-0012137	101-4210-424	RENTALS COOLER RENT - OCT./ POLICE	000000	15.00
01-1827	MS MAIL & MARKETING	I-11759	101-4210-426	SUPPLIES RECEIPT BOOKS - POLICE	000000	90.00
01-1989	SYMBOLARTS, LLC.	I-0358738-IN	101-4210-426	SUPPLIES BADGE - POLICE	000000	135.00

PACKET: 05167 COMBINED - 10/20/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4542	LAKOTA CONTRACTING, INC	I-3951	101-4210-426	SUPPLIES BLACKHAWK STRIKE (UNIF.)-POLICE	000000	15.95
01-4693	CURTIS BLUE LINE	I-INV425839	101-4210-426	SUPPLIES VEST,RADIO HOLDER,HANDCF POUCH	000000	391.50
DEPARTMENT 210 POLICE TOTAL:						681.20
01-0547	M&M SANITATION	I-I1195	101-4221-422	PROFESSIONAL MONTHLY TOILET RENTAL/FIREWISE	000000	120.00
01-0551	MENARD'S	I-77899	101-4221-434	MACHINERY/EQU DRYER PARTS - FIRE DEPT	000000	502.37
01-0637	HILLS INTERIORS, INC.	I-4346	101-4221-434	MACHINERY/EQU FLOOR BASEBOARDS - FIRE DEPT	000000	81.60
01-0782	JACOBS PRECISION WELDIN	I-27379	101-4221-425	REPAIRS REPAIR STRUT - FIRE DEPT	000000	40.50
01-0864	M & T FIRE AND SAFETY	I-6200	101-4221-422	PROFESSIONAL TNT SERVICE - FIRE DEPT	000000	1,491.25
01-1333	DEADWOOD ELECTRIC	I-22248	101-4221-425	REPAIRS PIPE & WIRE OUTLETS -FIRE DEPT	000000	604.24
01-1653	STURDEVANT'S AUTO PARTS	I-32-791949	101-4221-425	REPAIRS BI-LEVEL BRUSH - FIRE DEPT	000000	13.23
		I-32-793434	101-4221-425	REPAIRS BULK PROPANE - FIRE DEPT	000000	3.45
01-2594	DEADWOOD FIRE DEPARTMEN	I-091520-POS.PROMO	101-4221-429	OTHER HELMETS-FIRE PREV.WK SUPPLIES	000000	416.00
		I-100620-CUSTOM TIE	101-4221-434	MACHINERY/EQU REIMBS/BUCKLES,STRAPS,WEBBING	000000	87.71
01-3825	ALLEGIANTE EMERGENCY SER	I-191981	101-4221-434	MACHINERY/EQU 4 - SCBA BOTTLES - FIRE DEPT	000000	4,477.50
		I-191990	101-4221-426	SUPPLIES CONFIDENCE PLUS,CLEANING-FIRE	000000	50.92
01-3977	ACE HARDWARE OF LEAD	I-018146	101-4221-426	SUPPLIES DRILL BIT,FASTENERS - FIRE DPT	000000	28.08
		I-018186	101-4221-426	SUPPLIES 2 - 100W RED BULBS - FIRE DEPT	000000	17.98
		I-018224	101-4221-426	SUPPLIES ALL PURP COMPND - FIRE DEPT	000000	14.99
01-4327	JUSTICE FIRE & SAFETY	I-INV-04176-L3F2	101-4221-434	MACHINERY/EQU PYROCHEM TANK - FIRE DEPT	000000	456.80
		I-INV-04176-L3F2	101-4221-422	PROFESSIONAL TANK & SVC.INSPECTIONS - FIRE	000000	187.00
01-4533	INFINITY DIESEL INC.					

PACKET: 05167 COMBINED - 10/20/20

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
01-4533	INFINITY DIESEL INC.		continued			
		I-000006725	101-4221-425	REPAIRS	LIFT PUMP & WIRING - FIRE DEPT 000000	1,035.60
01-4682	ROBITAILLE, PAUL					
		I-100720	101-4221-426	SUPPLIES	REIMBS.OFFICE SUPPLIES - FIRE 000000	60.47
				DEPARTMENT 221	FIRE DEPARTMENT ADMINISTR	TOTAL: 9,689.69
01-0467	CULLIGAN OF THE BLACK H					
		I-0011951	101-4310-426	SUPPLIES	(2) 5 GAL BOTTLED WATER/STRTS 000000	13.50
01-0561	SOUTH DAKOTA 811					
		I-SD20-2583	101-4310-422	PROFESSIONAL	SEPT LOCATE MSG-FAX FEES/STRTS 000000	21.28
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-60772	101-4310-425	REPAIRS	DISMT-MT HEAVY TRUCK TIRES/STR 000000	713.00
01-1288	ACE INDUSTRIAL SUPPLY,					
		I-1900715	101-4310-434	MACHINERY/EQU	VIPER WELDER 3 IN 1 160 AMP/ST 000000	2,151.64
		I-1919200	101-4310-426	SUPPLIES	(72) GEN UTILITY PLUS GLVES/ST 000000	1,770.28
01-1374	BUTLER MACHINERY COMPAN					
		I-06PS0589132	101-4310-425	REPAIRS	EXTENSIONS VARIOUS/STREETS 000000	181.48
		I-06SS0003367	101-4310-425	REPAIRS	CARRIAGE FRAME-FORK TINES/STR 000000	1,093.33
01-1515	RAPID DELIVERY					
		I-425215	101-4310-426	SUPPLIES	DELIVERY FROM RDO/STREETS 000000	15.81
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-791622	101-4310-425	REPAIRS	BATTERY CABLE/STREETS 000000	7.77
		I-32-792309	101-4310-426	SUPPLIES	30" WHIP HOSE/STREETS 000000	39.99
		I-32-792685	101-4310-426	SUPPLIES	3/8-1/2-8 PC DRIVE/STREETS 000000	21.65
		I-32-792730	101-4310-426	SUPPLIES	3/8 IN DRIVE 3/16/STREETS 000000	2.30
		I-32-793287	101-4310-426	SUPPLIES	REMAN ENGINE CONTR/STREETS 000000	287.54
		I-32-793407	101-4310-426	SUPPLIES	WOLO MINI LIGHT BAR/STREETS 000000	80.92
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1382186	101-4310-426	SUPPLIES	STIHL FILE-BARBE FILE PACK/PRK 000000	29.92
01-3872	STUEN CONSTRUCTION, LLC					
		I-1500	101-4310-425	REPAIRS	REMOVE ROCKS IN RET POND/STRTS 000000	607.50
01-4625	FIB CREDIT CARDS					
		I-09/30/20 CC PW	101-4310-426	SUPPLIES	(6) BRK RM ADJUST CHAIRS/STRTS 000000	551.88
				DEPARTMENT 310	STREETS	TOTAL: 7,589.79

PACKET: 05167 COMBINED - 10/20/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 320 SANITATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4630	SANDER SANITATION SERVI					
		I-09/30/20 RESIDENT	101-4320-422	PROFESSIONAL SEPT RESIDENT GARBAGE SRVC	000000	11,220.03
				DEPARTMENT 320 SANITATION	TOTAL:	11,220.03
01-0547	M&M SANITATION					
		I-I1124	101-4370-422	PROFESSIONAL MONTHLY TOILET RENTAL/OAKRIDGE	000000	120.00
01-1387	DEADWOOD GRANITE & MARB					
		I-10/07/20 STMT	101-4370-422	PROFESSIONAL MOVE E. REISER STONE/OAKRIDGE	000000	150.00
				DEPARTMENT 370 OAKRIDGE CEMETERY	TOTAL:	270.00
01-0467	CULLIGAN OF THE BLACK H					
		I-0011952	101-4520-426	SUPPLIES (3) 5 GAL BOTTLED WATER/PARKS	000000	20.25
		I-0012055	101-4520-426	SUPPLIES (2) 5 GAL BOTTLED WATER/PARKS	000000	13.50
		I-0012136	101-4520-426	SUPPLIES OCTOBER COOLER RENTAL/PARKS	000000	15.00
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-60725	101-4520-425	REPAIRS BOBCAT TIRE REPAIR/PARKS	000000	23.49
01-0653	FASTENAL COMPANY					
		I-SDSPE117284	101-4520-426	SUPPLIES (24) XL 7G LATER PR VP/PARKS	000000	165.20
01-0677	LAWSON PRODUCTS, INC.					
		I-9307922075	101-4520-426	SUPPLIES HEAT SHRINK-SOLDER-LUBE-SC/PRK	000000	169.90
01-0776	ALBERTSON ENGINEERING,					
		I-15088	101-4520-422-01	PROF SERV- FE CONST DOCS/POWERHOUSE CITY HAL	000000	9,567.56
01-0798	WARNE CHEMICAL & EQUIPM					
		I-3620	101-4520-433-05	CIP - WHITEW SPRAY WEEDS/WHITEWOOD CREEK	000000	5,200.00
01-1502	BLACK HILLS CHEMICAL					
		I-185317	101-4520-426	SUPPLIES BLEACH-GLEM GL CLNR-CUPS/PARKS	000000	56.18
		I-185440	101-4520-426	SUPPLIES MULTI MELT ICE MELT/PARKS	000000	9.95
		I-186180	101-4520-426	SUPPLIES BLEACH-TOWEL-CUPS-TP/PARKS	000000	241.83
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-793386	101-4520-426	SUPPLIES INT DETA-PROTECTANT/PARKS	000000	22.38
		I-32-793390	101-4520-426	SUPPLIES 4 WAY EXTENSION 3'/PARKS	000000	8.47
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1631539	101-4520-426	SUPPLIES SP PLUG-FILTER-ADJUST BOLT/PRK	000000	58.58
01-1831	POWERPLAN OIB					
		I-P8972610	101-4520-426	SUPPLIES (2) HY-GARD 2.5 G OIL/PARKS	000000	80.34



PACKET: 05167 COMBINED - 10/20/20

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
01-3872	STUEN CONSTRUCTION, LLC	I-1501	101-4520-426	SUPPLIES HAUL TOPSOIL 20 TON LOAD/PARKS	000000	295.00
01-3956	ADAMS SALVAGE RECYCLING	I-2127	101-4520-422	PROFESSIONAL (2) REFRIGERATORS W- FREON/PAR	000000	76.56
01-4487	DONARSKI LAWN CARE & LAND	I-13875	101-4520-422	PROFESSIONAL TREE TRIM-REMOVE-AERATION/PARK	000000	2,712.50
01-4592	BUTTE COUNTY EQUIPMENT	I-IB09521	101-4520-426	SUPPLIES (2) 2.5 GAL UDT W WALL/PARKS	000000	109.30
01-4625	FIB CREDIT CARDS	I-09/30/20 CC PW	101-4520-426	SUPPLIES (12) STOP SIGNS FOR TRAIL/PARK	000000	178.38
		I-09/30/20 CC PW	101-4520-426	SUPPLIES (11) BRK RM ADJUST CHAIRS/PRKS	000000	1,011.78
01-4696	RUNNING SUPPLY INC.	I-0034	101-4520-426	SUPPLIES 8X20 6 GA UTILITY PANELS/PARKS	000000	199.98
01-4745	ANTHEM SPORTS, LLC	I-133111	101-4520-426	SUPPLIES 100' POLY CAP-100 TIES/PARKS	000000	450.71
DEPARTMENT 520 PARKS					TOTAL:	20,686.84
01-3314	CENTURY BUSINESS PRODUCTIONS	I-537656	101-4640-428	UTILITIES HP/PZ CONTRACT-9/9/20-10/8/20	000000	262.14
DEPARTMENT 640 PLANNING AND ZONING					TOTAL:	262.14
FUND 101 GENERAL FUND					TOTAL:	66,728.17

PACKET: 05167 COMBINED - 10/20/20

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
=====						
01-0467	CULLIGAN OF THE BLACK H					
		I-0012108	206-4550-426	SUPPLIES	BOTTLED WATER,CUPS - LIBRARY	000000 24.75
01-0973	PETTY CASH- LIBRARY					
		I-093020	206-4550-424	CHILDREN'S PR	REIMBS.PETTY CASH - SUPPLIES	000000 8.52
		I-093020	206-4550-426	SUPPLIES	OFFICE SUPPLIES - LIBRARY	000000 7.46
		I-093020	206-4550-426	SUPPLIES	LIBRARY RETREAT SUPPLIES	000000 12.99
		I-093020	206-4550-426	SUPPLIES	LIBRARY RETREAT SUPPLIES	000000 20.00
01-1562	MIDWEST TAPE					
		I-99460562	206-4550-434	COLLECTION DE DVD	- LIBRARY	000000 34.49
		I-99476933	206-4550-434	COLLECTION DE DVDs	- LIBRARY	000000 31.73
01-3346	REGIONAL HEALTH					
		I-700000832092020	206-4550-422	PROFESSIONAL	TESTING	000000 35.00
01-4570	CHAPTER Y - PEO					
		I-101520	206-4550-426	SUPPLIES	POINSETTIAS - LIBRARY	000000 40.00
				DEPARTMENT 550	LIBRARY	TOTAL: 214.94
-----						
				FUND	206 LIBRARY FUND	TOTAL: 214.94

PACKET: 05167 COMBINED - 10/20/20

VENDOR SET: 01

FUND : 209 BED &amp; 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-56061	209-4510-423	PUBLISHING COMM PAGES SPONSOR/REC CENTER	000000	12.50
01-1725	QUILL CORPORATION	I-10911573	209-4510-426	SUPPLIES {2} CASES 20 LB COPY PAPER/REC	000000	51.10
01-2645	HAWKINS INC	I-4798265	209-4510-426	SUPPLIES DELDRUM-AZONE-CALC-CLOR/REC	000000	1,040.54
01-3151	KONE INC.	I-959672829	209-4510-422	PROFESSIONAL SEPT ELEVATOR MAINT/REC CENTER	000000	160.13
01-3346	REGIONAL HEALTH	I-700000832092020	209-4510-422	PROFESSIONAL TESTING	000000	35.00
01-3648	NETWORK SERVICES COMPAN	I-7137852	209-4510-426	SUPPLIES GRAD ANTI BACKOFF BOTTLE/REC C	000000	9.39
		I-7187543	209-4510-426	SUPPLIES 2 PLY TOILET TISSUE ROLL/REC C	000000	77.22
		I-7231200	209-4510-426	SUPPLIES 2 PLY TOILET PAPER TISSUE/REC	000000	77.22
		I-7249950	209-4510-426	SUPPLIES 2 PLY TOILET TISSUE ROLL/ REC	000000	77.22
01-3991	MIDCONTINENT TESTING LA	I-109325	209-4510-422	PROFESSIONAL WATER TESTING FOR SEPT/REC CEN	000000	22.25
01-4317	VIGILANT BUSINESS SOLUT	I-201025	209-4510-422	PROFESSIONAL SCREENING - REC CENTER	000000	234.00
01-4686	MOTION FITNESS COMPANY	I-14522	209-4510-434	MACHINERY/EQU (2) INTERACTIVE ROWERS/REC CEN	000000	5,000.00
			DEPARTMENT 510 REC CENTER	TOTAL:		6,796.57
01-0475	DEADWOOD CHAMBER & VISI	I-101420	209-4980-422	PROFESSIONAL BILL LIST FOR 10/19/20	000000	16,070.43
			DEPARTMENT 980 SPECIAL EVENTS	TOTAL:		16,070.43
			FUND 209 BED & BOOZE FUND	TOTAL:		22,867.00

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## REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 05167 COMBINED - 10/20/20

VENDOR SET: 01

FUND : 213 BID #1-6 (Business Imprv)

DEPARTMENT: 630 BID

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-0475	DEADWOOD CHAMBER & VISI	I-101420	213-4630-423	MARKETING	BILL LIST FOR 10/19/20	000000	45,844.16
DEPARTMENT 630 BID						TOTAL:	45,844.16
FUND 213 BID #1-6 (Business Imprv)						TOTAL:	45,844.16

PACKET: 05167 COMBINED - 10/20/20

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-BDT	BDTAID, INC.					
		I-00453	215-4572-235	VISITOR MGMT EVENT COMPLEX SIGNAGE	000000	6,460.00
				DEPARTMENT 572 HP VISITOR MGMT AND INFOR	TOTAL:	6,460.00
01-0368	PHEASANTLAND INDUSTRIES					
		I-075830	215-4573-335	HIST. INTERP. REBINDING BOOKS QTY 3-ARCHIVES	000000	127.52
01-0451	RUNGE, MIKE					
		I-100220	215-4573-335	HIST. INTERP. REIMBURSEMENT - ARCHIVES	000000	95.38
01-1406	STRETCH'S GLASS & CUSTO					
		I-1028264	215-4573-335	HIST. INTERP. SHOW CASE GLASS INSTALL-ARCHIV	000000	291.38
01-2014	TOMS, DON					
		I-LEDGER PROJECT 106	215-4573-335	HIST. INTERP. LC TAX RECORDS 1896 BK 18 OF19	000000	600.00
01-3223	QUICK TROPHY, LLC					
		I-318341	215-4573-335	HIST. INTERP. 1X6 ENGRAVED PLATE QTY 5-ARCHI	000000	47.99
01-4106	GADGETS TECHNOLOGY					
		I-10006227	215-4573-335	HIST. INTERP. SD CARD & EXTERNAL HARD DR-ARC	000000	112.98
01-4230	RUSHMORE OFFICE					
		I-109352	215-4573-335	HIST. INTERP. 11X17 VELLUM - ARCHIVES	000000	48.00
01-4356	THE UPS STORE #5137					
		I-8009	215-4573-335	HIST. INTERP. SHIPPING 8MM VIDEOS/WOOD PLANK	000000	88.78
01-4625	FIB CREDIT CARDS					
		I-093020HP	215-4573-335	HIST. INTERP. RADON TEST KITS QTY 3-ARCHIVES	000000	45.00
				DEPARTMENT 573 HP HISTORIC INTERPRETATIO	TOTAL:	1,457.03
01-0563	RCS CONSTRUCTION					
		I-PAY APP #1	215-4575-515	GRANT/LOAN RE CITY PORTION	000000	1,830.00
01-0776	ALBERTSON ENGINEERING,					
		I-15087	215-4575-515	GRANT/LOAN RE 30 ADAMS ST RETAINING WALL	000000	165.00
01-1387	DEADWOOD GRANITE & MARB					
		I-101320	215-4575-500	GRANT/LOAN CE HEADSTONE DR ZS MCKOWAN	000000	650.00
01-2597	MORSE, MARCIA E.					
		I-004092	215-4575-505-01	20 WASHINGTON MORTGAGE EXPENSE	000000	124.17
01-2909	VERENDRYE MUSEUM INC.					

PACKET: 05167 COMBINED - 10/20/20

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 575 HP DEADWOOD GRANT AND LOA

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2909	VERENDRYE MUSEUM INC.		continued			
		I-101420	215-4575-520	GRANT/LOAN PR 2019 OUTSIDE GRANT ROUND 1	000000	4,500.00
01-3611	FLOYD, TRAVIS					
		I-183	215-4575-505-01	20 WASHINGTON MORTGAGE EXPENSE	000000	500.00
01-4743	CITY OF LENNOX					
		I-101320	215-4575-520	GRANT/LOAN PR 2019 OUTSIDE GRANT ROUND 2	000000	2,500.00
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA TOTAL:						10,269.17
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-373428	215-4576-600	PROFES. SERV. OFFSITE BACKUP - HP	000000	215.00
01-0776	ALBERTSON ENGINEERING,					
		I-15096	215-4576-600	PROFES. SERV. DAYS OF 76 CROWS NEST ADDITION	000000	16,100.00
01-2394	GUNDERSON, PALMER, NELS					
		I-103523	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	810.00
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						17,125.00
01-0412	AMERICAN ENGINEERING TE					
		I-177066	215-4577-755	CAPITAL ASSET LAB TEST/11 VAN BUREN RET WALL	000000	904.00
01-0563	RCS CONSTRUCTION					
		I-PAY APP #1	215-4577-755	CAPITAL ASSET JACKSON STREET CITY PORTION	000000	12,000.00
01-0776	ALBERTSON ENGINEERING,					
		I-15091	215-4577-755	CAPITAL ASSET 11 VAN BUREN ST RETAINING WALL	000000	165.00
		I-15094	215-4577-755	CAPITAL ASSET 56 TAYLOR AVE RETAINING WALL	000000	82.50
01-0782	JACOBS PRECISION WELDIN					
		I-27276	215-4577-735	CAPITAL ASSET ANGLE/POST BRACKETS-RODEO GRND	000000	300.99
01-1225	CAI CONSTRUCTION, LLC					
		I-TWO (2)	215-4577-755	CAPITAL ASSET RETAINING WALL 56 TAYLOR AVE	000000	68,500.00
01-3709	ABSOLUTE LOG HOMES AND					
		I-6670	215-4577-735	CAPITAL ASSET 4" & 8" DOWELS - RODEO GROUNDS	000000	459.00
01-4742	C. EAGLE CONSTRUCTION,					
		I-1	215-4577-755	CAPITAL ASSET 11 VAN BUREN RETAINING WALL	000000	126,996.77
01-BDT	BDTAID, INC.					
		I-00455	215-4577-775-03	CIP-WAYFINDIN SIGN PANELS - WAYFINDING	000000	1,249.37
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						210,657.63

PACKET: 05167 COMBINED - 10/20/20

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1827	MS MAIL & MARKETING					
		I-11751HP	215-4641-423	PUBLISHING	OCTOBER NEWSLETTER	000000 641.11
01-2728	WEST RIVER HISTORY CONF					
		I-092820	215-4641-427	TRAVEL	2020 CONFERENCE	000000 500.00
		I-101320A	215-4641-427	TRAVEL	2020 REGISTRATION-KUCHENBECKER	000000 115.00
		I-101320B	215-4641-427	TRAVEL	2020 REGISTRATION - M JOHNSON	000000 115.00
01-3060	QUIK SIGNS					
		I-31441	215-4641-426	SUPPLIES	DOOR DECALS - HP TRUCK	000000 82.36
01-3373	AMAZON WEB SERVICES					
		I-563032261	215-4641-428	UTILITIES	WEB SERVICES 9/1/20-9/30/20	000000 231.58
01-4625	FIB CREDIT CARDS					
		I-093020HP	215-4641-426	SUPPLIES	EXTRA WIDE VIEW BINDERS QTY 2	000000 15.66
		I-093020HP	215-4641-427	TRAVEL	SHPO BUDGET PRESENTAION MEAL	000000 105.83
		I-093020HP	215-4641-426	SUPPLIES	PORCH FLOORING SAMPLES - HP	000000 8.99

DEPARTMENT 641 OFFICE HIST. PRES. TOTAL: 1,815.53

FUND 215 HISTORIC PRESERVATION TOTAL: 247,784.36

PACKET: 05167 COMBINED - 10/20/20

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0563	RCS CONSTRUCTION					
		I-30 ADAMS 1	216-1310	DUE FROM OTHE 30 ADAMS RW MIKLA	000000	24,355.00
01-1269	BRUCE OBERLANDER					
		I-072020-3	216-1310	DUE FROM OTHE 106 CHARLES OBERLANDER	000000	3,129.05
01-4729	ROCHELLE CONSTRUCTION					
		I-782738	216-1310	DUE FROM OTHE 33 TAYLOR UNDERHILL	000000	26,666.00
01-4746	M L ENTERPRISES					
		I-100720	216-1310	DUE FROM OTHE 17 FILLMORE BLOOM	000000	4,374.70
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	58,524.75
01-0558	NHS OF THE BLACK HILLS					
		I-2020-10	216-4653-960	CLOSING CO CLOSING COST REIMBURSEMENTS	000000	120.36
		I-2020-9	216-4653-422	PROFESSIONAL SERVICE CONTRACT SEPT 2020	000000	2,350.00
01-1496	LAWRENCE CO. REGISTER O					
		I-092420	216-4653-960	CLOSING CO CLOSING COSTS REAUSAW 336 WILL	000000	120.00
		I-092420-2	216-4653-960	CLOSING CO CLOSING COSTS RUSSO 628 MAIN	000000	30.00
		I-093020	216-4653-960	CLOSING CO CLOSING COST NUGGET SALOON LLC	000000	60.00
		I-100920	216-4653-960	CLOSING CO CLOSING COST JOHNSON 41 TAYLOR	000000	60.00
01-2849	DAKOTA LUMBER CO					
		I-2009-144157	216-4653-962-03	WINDOWS GRANT 874 MAIN BERG	000000	7,544.37
01-4086	TWIN CITY HARDWARE - GR					
		I-2010-100786	216-4653-962-08	FOUNDATION GR SIDING 562 WILLIAMS WEBER	000000	67.98
		I-2010-100792	216-4653-962-08	FOUNDATION GR SIDING 562 WILLIAMS WEBER	000000	19.98
		I-2010-100792	216-4653-962-04	SIDING GRANT SIDING 562 WILLIAMS WEBER	000000	27.96
		I-2010-100792	216-4653-962-03	WINDOWS GRANT SIDING 562 WILLIAMS WEBER	000000	6.49
		I-2010-101387	216-4653-962-04	SIDING GRANT SIDING 562 WILLIAMS WEBER	000000	90.03
		I-2010-101394	216-4653-962-03	WINDOWS GRANT SIDING 562 WILLIAMS WEBER	000000	73.96
		I-2010-101922	216-4653-962-04	SIDING GRANT SIDING 562 WILLIAMS WEBER	000000	27.96
01-4726	KNECHT HOME CNTR-GRANTS					
		C-391451	216-4653-962-04	SIDING GRANT SIDING 562 WILLIAMS WEBER	000000	5.82-
		I-5383462	216-4653-962-04	SIDING GRANT SIDING 562 WILLIAMS WEBER	000000	211.73
		I-5384324	216-4653-962-04	SIDING GRANT SIDING 562 WILLIAMS WEBER	000000	191.38
		I-5384592	216-4653-962-04	SIDING GRANT SIDING 562 WILLIAMS WEBER	000000	172.73
		I-5386494	216-4653-962-04	SIDING GRANT SIDING 562 WILLIAMS WEBER	000000	160.01
		I-5386539	216-4653-962-04	SIDING GRANT SIDING 562 WILLIAMS WEBER	000000	54.13
		I-5414472	216-4653-962-04	SIDING GRANT SIDING 562 WILLIAMS WEBER	000000	2,021.26
01-4741	HEARTLAND PELLA					
		I-11840893	216-4653-962-03	WINDOWS GRANT 55 TAYLOR -- COOMES	000000	6,800.00
			DEPARTMENT 653	REVOLVING LOAN	TOTAL:	20,204.51
			FUND	216	REVOLVING LOAN	TOTAL: 78,729.26



PACKET: 05167 COMBINED - 10/20/20

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-0012054	602-4330-426	SUPPLIES (3) 5 GAL BOTTLED WATER/WATER	000000	20.25
01-0514	SIMON MATERIALS COMPANY	I-2014309	602-4330-426	SUPPLIES 1" DUST FREE BLACK BASE/WTR	000000	915.59
01-0539	LEAD-DEADWOOD SANITARY	I-09/30/20 EQR	602-4330-422	PROFESSIONAL SEPT EQR/PUBLIC BUILDINGS	000000	31,411.62
01-0561	SOUTH DAKOTA 811	I-SD20-2583	602-4330-422	PROFESSIONAL SEPT LOCATE MSG-FAX FEES/WATER	000000	21.28
01-0684	NORTHWEST PIPE FITTINGS	I-1320414	602-4330-426	SUPPLIES CPLING-ADAPT-STOP-LID-UNION/WT	000000	843.63
		I-1320414-1	602-4330-425	REPAIRS MUELLER VALVE BOX/WATER	000000	48.35
01-0828	USA BLUEBOOK	I-374066	602-4330-426	SUPPLIES LIQUID LAMOTTE 30 ML TESTS/WTR	000000	34.53
01-0838	BLACK HILLS TRUCK & TRA	I-BH26019	602-4330-425	REPAIRS CAP REAR LH FIBERGLASS/WATER	000000	681.81
01-1493	SANITATION PRODUCTS, IN	I-77171	602-4330-425	REPAIRS KEG TRACTION NOZZLE/WATER	000000	929.95
01-1653	STURDEVANT'S AUTO PARTS	I-32-793769	602-4330-425	REPAIRS MINI FUSE BALL MNT REDUCE/WATE	000000	18.35
01-1827	MS MAIL & MARKETING	I-11751	602-4330-426	SUPPLIES UTILITY BILLS MAILING - SEP.	000000	287.64
01-3722	BLACK HILLS ASPHALT LLC	I-2267	602-4330-425	REPAIRS 9X12 ASPHALT PATCH SHINE ST/WT	000000	892.86
01-4625	FIB CREDIT CARDS	I-09/30/20 CC PW	602-4330-426	SUPPLIES (3) BRK RM ADJUST CHAIRS/WATER	000000	275.94
DEPARTMENT 330 WATER						TOTAL: 36,381.80
FUND 602 WATER FUND						TOTAL: 36,381.80

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 15

PACKET: 05167 COMBINED - 10/20/20

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-09/30/20 CONSUMP	603-4325-429	OTHER EXPENSE OCTOBER CONSUMPTION/PUB BLDGS	000000	1,011.30
			DEPARTMENT 325	SEWER	TOTAL:	1,011.30
			FUND	603 SEWER FUND	TOTAL:	1,011.30

PAGE: 16

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1827	MS MAIL & MARKETING					
		I-11773	607-4580-426	SUPPLIES PRINT 16 PANEL BROCHURE/MM	000000	8,000.00
		I-11776	607-4580-426	SUPPLIES (2,000) PRINT 11X17 HANDOUT/MM	000000	300.00
01-3346	REGIONAL HEALTH					
		I-700000832092020	607-4580-422	PROFESSIONAL TESTING	000000	35.00
01-3785	TALLGRASS LANDSCAPE ARC					
		I-2020-101	607-4580-422	PROFESSIONAL CONST DOCS-SITE ANALYSIS/MM	000000	1,560.00
01-4487	DONARSKI LAWCARE & LAN					
		I-13875A	607-4580-422	PROFESSIONAL SPRINKLER SRVC INSTALL-REP/MM	000000	1,046.95
				DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL:	10,941.95
				FUND 607 HISTORIC CEMETERIES	TOTAL:	10,941.95

PACKET: 05167 COMBINED - 10/20/20

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
01-3060	QUIK SIGNS					
		I-31300	610-4360-425	REPAIRS 2 - 20 x 8 SIGNS - PKG RAMP	000000	73.21
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						73.21
01-0545	LYNN'S DAKOTA MART					
		I-003000440836	610-4361-426	SUPPLIES COFFEE SUPPLIES - TROLLEY	000000	40.18
01-1626	SERVALL UNIFORM AND LIN					
		I-0395648	610-4361-422	PROFESSIONAL TOWELS & MATS - TROLLEY	000000	130.78
01-1653	STURDEVANT'S AUTO PARTS					
		C-32-791730	610-4361-425	REPAIRS DEFECTIVE RETURN-CALIPER/TROLL	000000	123.08-
		C-32-791744	610-4361-425	REPAIRS CALIPER CORE RETURN - TROLLEY	000000	50.00-
		I-32-791720	610-4361-425	REPAIRS SEMI-LOADED CALIPER,CORE-TROLL	000000	246.16
		I-32-792085	610-4361-426	SUPPLIES BRAKE FLUID & PUMP/ TROLLEY	000000	42.80
		I-32-792360	610-4361-426	SUPPLIES ROCKER SWITCH,TRPL TOWR/TROLLE	000000	17.83
		I-32-792451	610-4361-426	SUPPLIES HOSE FITTINGS - TROLLEY	000000	10.74
		I-32-792492	610-4361-426	SUPPLIES SEALS - TROLLEY	000000	115.34
		I-32-792570	610-4361-426	SUPPLIES SEALS,SEAT BELT,RATCHET-TROLLE	000000	170.79
		I-32-792934	610-4361-426	SUPPLIES STANDARD MIN - TROLLEY	000000	4.37
		I-32-793029	610-4361-425	REPAIRS BATTERY - TROLLEY	000000	129.72
		I-32-793133	610-4361-426	SUPPLIES AEROSOL,3-NYLON DOOR/TROLLEY	000000	25.35
		I-32-793149	610-4361-426	SUPPLIES AEROSOL, NYLON DOOR TRIM-TROLL	000000	21.24
		I-32-793162	610-4361-426	SUPPLIES AXLE BEARING,TAPER CONE,CUP-TR	000000	151.56
		I-32-793232	610-4361-426	SUPPLIES SEALED BEAM,HOSE FITTING-TROLL	000000	30.22
01-1694	GRIMM'S PUMP & INDUSTRI					
		I-31121	610-4361-426	SUPPLIES HI PRESSURE SPRAY GUN-TROLLEY	000000	113.41
01-3654	SPEARFISH AUTO SUPPLY					
		C-167618	610-4361-426	SUPPLIES REFUND CORE DEPOSITS-TROLLEY	000000	132.00-
		C-168772	610-4361-426	SUPPLIES CORE DEPOSITS REFUND - TROLLEY	000000	132.00-
		C-169118	610-4361-426	SUPPLIES CORE DEPOSITS REFUND-TROLLEY	000000	132.00-
		C-169715	610-4361-426	SUPPLIES CORE DEPOSITS REFUND-TROLLEY	000000	132.00-
		I-167589	610-4361-426	SUPPLIES CALIPERS,CORE DEPOSITS-TROLLEY	000000	277.98
		I-168367	610-4361-426	SUPPLIES CALIPERS,CORE DEPOSITS-TROLLEY	000000	277.98
		I-168773	610-4361-426	SUPPLIES EXHAUST ELBOWS,CLAMP-TROLLEY	000000	216.41
		I-168924	610-4361-426	SUPPLIES CALIPERS,CORE DEPOSITS-TROLLEY	000000	277.98
		I-169037	610-4361-426	SUPPLIES BRAKE ROTOR - TROLLEY	000000	175.98
		I-169075	610-4361-426	SUPPLIES 3 LAMPS - TROLLEY	000000	28.44
		I-169119	610-4361-426	SUPPLIES 3 ELBOWS,2 U-BOLTS - TROLLEY	000000	113.85
		I-169545	610-4361-426	SUPPLIES CALIPERS,CORE DEPOSITS-TROLLLE	000000	277.98
		I-169713	610-4361-426	SUPPLIES BRAKE ROTORS - TROLLEY	000000	509.96
		I-169716	610-4361-426	SUPPLIES EXHAUST ELBOWS - TROLLEY	000000	209.94
		I-169717	610-4361-426	SUPPLIES AUTOMOTIVE GOOP - TROLLEY	000000	6.49
01-3970	A & I DISTRIBUTORS					

PACKET: 05167 COMBINED - 10/20/20

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3970	A & I DISTRIBUTORS	continued				
		I-3533899	610-4361-426	SUPPLIES SPRO SYNBLEND - TROLLEY	000000	44.78
01-4036	SCOTT PETERSON MOTORS O					
		I-133353	610-4361-426	SUPPLIES SEALS AND NUTS - TROLLEY	000000	241.38
		I-133446	610-4361-426	SUPPLIES SENSOR - TROLLEY	000000	49.83
01-4317	VIGILANT BUSINESS SOLUT					
		I-201025	610-4361-422	PROFESSIONAL SCREENING - TROLLEY	000000	58.00
01-4347	VERIZON CONNECT NWF, I					
		I-OSV000002240378	610-4361-422	PROFESSIONAL GPS SERVICE/SEPT - TROLLEY	000000	95.95
				DEPARTMENT 361 TROLLEY DEPARTMENT	TOTAL:	3,412.34
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-373428	610-4362-422	PROFESSIONAL MANAGED FIREWALL - PKG RAMP	000000	75.00
01-3151	KONE INC.					
		I-959672829	610-4362-422	PROFESSIONAL SEPT ELEVATOR MAINT/RAMP	000000	160.13
				DEPARTMENT 362 BROADWAY GARAGE	TOTAL:	235.13
				FUND 610 PARKING/TRANSPORTATION	TOTAL:	3,720.68

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## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 19

PACKET: 05167 COMBINED - 10/20/20

VENDOR SET: 01

FUND : 720 DEPOSITS HELD

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4063	JEEP JAMBOREE USA	I-100920	720-4000-429	OTHER	DEPOSIT REFUND-JEEP JAMBOREE	000000 500.00
01-4064	BLACK HILLS VETERANS MA	I-100920	720-4000-429	OTHER	DEPOSIT REFUND	000000 500.00
01-4380	CARTER FMX LLC	I-100920	720-4000-429	OTHER	DEPOSIT REFUND-DEADWOOD ALL IN	000000 1,100.00
DEPARTMENT 000 NON-DEPARTMENTAL					TOTAL:	2,100.00
FUND 720 DEPOSITS HELD					TOTAL:	2,100.00

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## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 20

PACKET: 05167 COMBINED - 10/20/20

VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGENCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING	I-101420	723-4000-429	OTHER	SD COMMISSION ON GAMING	000000 29,829.55
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	29,829.55
			FUND	723	NICKEL SLOT PAYMENT AGENCY	TOTAL: 29,829.55
					REPORT GRAND TOTAL:	546,153.17

Whereas, City of Deadwood, City of Lead and Lead-Deadwood School District have come together to collaborate for the services of a School Resource Officer; and

Whereas, the parties herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative;

Now, Therefore, it is hereby agreed by and between the parties as follows:

- One (1) School Resource Officer is needed in Lead for the Middle School and High School.
- One (1) School Resource Officer is needed in Deadwood for the Elementary School.
- The City of Deadwood shall employ the School Resource Officer.
- The School Resource Officer's schedule will follow the school calendar.

Financial obligations for the parties for the School Resource Officer placed in Lead are as follows:

- City of Deadwood pays 25% of salary plus all benefits.
- City of Lead will pay an amount not to exceed \$12,500.00.
- Lead-Deadwood School District pays the balance of salary.

Financial obligations for the parties for the School Resource Officer placed in Deadwood are as follows:

- City of Deadwood pays 25% of salary plus all benefits.
- Lead-Deadwood School District pays the balance of salary.

The City of Deadwood will bill the City of Lead and the Lead-Deadwood School District annually for their portion of expenses.

The undersigned parties have agreed to this MOU:

For City of Lead:

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

For City of Deadwood:

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

For Lead-Deadwood School District:

\_\_\_\_\_  
Superintendent

Date: \_\_\_\_\_

For City of Lead:

\_\_\_\_\_  
Attest Finance Officer

Date: \_\_\_\_\_

For City of Deadwood:

\_\_\_\_\_  
Attest: Finance Officer

Date: \_\_\_\_\_

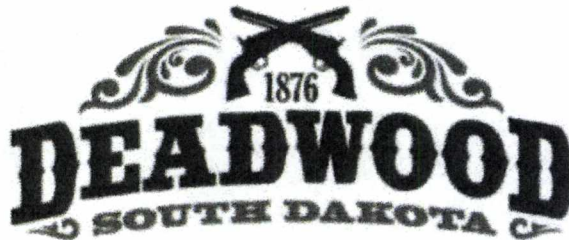
For the Lead-Deadwood School District:

\_\_\_\_\_  
Attest: Business Manager

Date: \_\_\_\_\_



City of Deadwood  
102 Sherman Street  
Deadwood, SD 57732



Phone: (605) 578-2623  
Fax: (605) 578-1095

Ken@cityofdeadwood.com

### APPLICATION FOR RESERVED RESIDENTIAL PARKING

Date: 10/6/2020  
Applicant Name: Robb + Wendy Nelson  
Applicant Address: 19 Centennial Ave  
Phone Number: 303-909-6491 / 303-990-1180

This property has 50 feet of frontage (25' frontage is minimum required). This property has space for off street parking. ☐ YES ☒ NO

Please attach a picture.

Please provide a brief summary of your need for reserved parking:

We will need parking space for our home @  
19 Centennial Ave. in Deadwood as we do not  
have a driveway at residence - Thank you!

All applicants agree to pay a one-time fee of \$50.00 to cover the cost of the sign and installation. The sign will be ordered and installed by City of Deadwood personnel.

Signed: [Signature] Date: 10/6/2020

#### THE FOLLOWING IS TO BE COMPLETED BY THE CITY OF DEADWOOD

This application was reviewed by the Parking and Transportation Committee on this 8th day of October, 2020.

Recommendation: ☒ ACCEPT ☐ DENY

\_\_\_\_ Applicant was granted a reserved residential parking space on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as recorded by the City Commission Minutes

\_\_\_\_ Applicant was denied a reserved residential parking space on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as recorded by the City Commission Minutes

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



LE  
Jeremy Russell  
Planning and Zoning Administrator  
Telephone (605) 578-2082  
[jeramyr@cityofdeadwood.com](mailto:jeramyr@cityofdeadwood.com)  
Fax (605) 578-2084

## MEMORANDUM

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**Date:** October 15, 2020  
**To:** Deadwood City Commission  
**From:** Jeremy Russell, Zoning Administrator/City Planner  
**Re:** Planning and Zoning Commission Appointment

---

The Deadwood Planning and Zoning Commission consist of five members appointed by the Deadwood City Commission. Due to the resignation of Jeffery Lawler as Planning and Zoning Commissioner, the vacancy must be filled.

The City received three applications from interested individuals for the vacant position. Staff appreciates all who applied and will send out acknowledgement and thank you letters.

After careful consideration Mayor Ruth recommends the appointment of Dave Bruce.

<u>NAME</u>	<u>START</u>	<u>END OF TERM</u>
Dave Bruce	November 1, 2020	December 31, 2023

Mr. Bruce would be appointed for the remainder of Mr. Lawler's term on the Planning and Zoning Commission.

Action: Commission approval of Mayor Ruth's appointment of Mr. Dave Bruce to the Planning and Zoning Commission with the term expiring on 12/31/2023.



### 2.13.1 Telephone Policy

#### 2. Safety Issues for Cellular Phone Use

Employees are **prohibited** from using their phone while driving **with the exception of a hands free connected phone thru the original equipment manufacturer vehicle/equipment hands free system**. Safety must come before all other concerns. Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

### Add Tablets to Computer and Internet Policy:

#### 2.18 Computer and Internet Policy:

The City may provide employees access to computers, **tablets**, networks, Internet and electronic mail (e-mail). Every employee has a responsibility to maintain and enhance the city's public image and to use the above listed tools in a productive, businesslike manner. To ensure this, the City has established the following policy for using computer/electronic equipment. This policy does not supersede any local, state or federal laws, or any other city policy regarding confidential information dissemination or standards of conduct. The electronic equipment listed above is city owned property, thus its access and use, except in the limited circumstances listed below, is for **OFFICIAL USE ONLY**. Employees shall have **NO EXPECTATION OF PRIVACY**, regarding their use of e-mail or the Internet. All records created by Internet use or e-mail are subject to inspection and audit by management or its representatives at any time, without notice. When using city e-mail or Internet services, which include messages sent by home using the city's server, employees agree to allow the employer to review and monitor all messages they send, store or receive on the system or any searches they make on web sites they visit using the City's Internet Server. By use of this equipment/systems, the **employee** understands and consents to the **City's right to inspect, audit, and/or monitor**.

##### 2.18.1 General Terms

City electronic equipment is to be used only for official City business; however, brief and occasional e-mail, browsing the Internet and use for non-business and/or personal matters within the confines of good judgment and within the guidelines herein described will not be deemed a violation of city policy. Usage for personal and/or non-business reasons must not impede the conduct of the City business and must not cause the City to incur any direct cost. An employee assumes full risk and responsibility for the exercise and application of good judgment; and all personal usage of the City electronic equipment is subject to later review and determination by the City, on a basis which may arguably be subjective, as to whether or not the personal usage was within the confines of good judgment and not an abusive misuse of public property.

#### 8.1.2 Return of City Property

City employees are expected to return all City property at the time of their departure from City service. The City reserves the right to withhold from the employee's final paycheck the amount for any property that is not returned or for which there is no explanation for the absence of the property. The City may take further action if necessary to recover City property.

LG

Blackstrap, Inc.  
PO Box 258 Neligh, NE 68756  
402-887-5651  
accounting@blackstrapinc.com



# INVOICE

Sold to: CITY OF DEADWOOD  
67 DUNLOP AVE  
DEADWOOD, SD 57732 USA

INVOICE #: 122358  
\*\*\*\*\*

Freight Bill #: 1176  
Invoice Date: 10/15/20

VIA EMAIL: RMCGRATH@CITYOFDEADWOOD.COM

Our Contract #: 81040  
Your Contract #:  
Terms: NET30  
F.O.B.: DEADWOOD, SD  
Company #: 2851

Ship Date	W/C #	Commodity	Weights/Quantities Misc Description	Price	Per	Amount
10/13/20			31.5900 Tons	125.0000	T	\$3948.75
		BLACKSLICER, SAND & GRAVEL				
	CAR #:2247					
		Rls #: 47992-38				

PICKUP: BLACKSTRAP HOOP BUILDING  
DROPOFF: CITY OF DEADWOOD  
Dispatcher: 20/ Processed by: 10

NELIGH, NE  
DEADWOOD, SD

INVOICE TOTAL --> \$3,948.75

Price Per: T=Ton, Q=Qty/Load, C=100wt, 1=48#BU, 2=56#BU, 3=32#BU, W=Wheat60#, 5=60#B, P=Lbs  
Thank you for your business. Please reference our invoice#  
on payment. Check payable to: Blackstrap, Inc.

1176 O/ 63180.0000 Lbs.

6H



**Albertson Engineering Inc.**

October 6, 2020

**Addendum No. 1 to:**

**An Agreement Between Owner and Structural Engineer of Record for Professional Design Services**

between: Albertson Engineering Inc. and City of Deadwood, dated May 7, 2020.

for: Whitewood Creek Restoration (AEI project# 2020-096)

**MODIFICATIONS:**

ENGINEERING CHARGES first paragraph shall be changed to the following:

Overall compensation for our services shall be a lump sum of four hundred eleven thousand two hundred sixty seven and 10 cents (\$411,267.10) plus all applicable taxes and reimbursable expenses.

Project 3 Subsection shall be changed to the following:

Project 3 – Creek Restoration by Comfort Inn & Suites

a) Investigative Study	\$11,055
b) Geotechnical & Survey	\$15,600
c) Construction Documents	\$61,500
d) Bidding	\$7,700
e) <u>Construction Administration</u>	<u>\$24,100</u>
<b>TOTAL</b>	<b>\$119,955</b>

[end of contract modifications]

**Albertson Engineering Inc.**  
**Albertson Engineering Inc.**  
**Rapid City**  
3202 West Main, Suite C  
Rapid City, SD 57702  
605-343-9606


**Sioux Falls**  
315 North Main Avenue, Suite 207  
Sioux Falls, SD 57104  
605-274-0880

**Winner**  
202 South Main  
Winner, SD 57580  
605-842-1144

Please note that the total net fee increase to the project is \$108,900 which matches the dollar amount in the latest Proposal (Attachment #2). The Project 3 Investigative Study phase of \$11,055 was already included in the original contract.

Sincerely,

Albertson Engineering Inc.



Mike Albertson, President

Approved by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

ATTACHMENTS

1. An Agreement Between Owner and Structural Engineer of Record for Professional Services (Whitewood Creek Restoration dated May 7, 2020)
2. Proposal for Professional Design Services for Whitewood Creek Restoration – Site 3 (September 17, 2020)



**Albertson Engineering Inc.**



LoI

## RESOLUTION 2020-24

### RESOLUTION TO SURPLUS CITY OWNED REAL ESTATE

WHEREAS, the Deadwood City Commission desires to designate certain City owned real property as surplus land and transfer said real property to Deadwood-Lead Economic Development Corporation, pursuant to SDCL § 6-5-3 and 6-5-4,

AND WHEREAS, the public interest will be better served by transferring the following described real property to the Deadwood-Lead Economic Development Corporation;

Lot 6 of Block C of the Weisflog Addition to the City of Deadwood; Formerly a Portion of Railroad Avenue, Located in the N 1/2 of Section 23, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota.

AND WHEREAS, the land to be designated as surplus and then transferred encourages the development of said property.

NOW THEREFORE IT IS HEREBY RESOLVED, pursuant to SDCL 6-5-4, the public interest will be better served by the proposed designation of surplus property and transfer of land to the Deadwood-Lead Economic Development Corporation.

IT IS FURTHER RESOLVED, that the Deadwood City Commission shall further follow all mandates of SDCL 6-5-4, as statutorily provided.

Dated this 19th day of October, 2020.

City of Deadwood:

\_\_\_\_\_  
David Ruth Jr., Mayor

ATTEST:

\_\_\_\_\_  
Jessica McKeown, Finance Officer



65

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

## QUIT CLAIM DEED

**City of Deadwood**, a South Dakota municipality and political subdivision of the State, Grantor, which address is 102 Sherman Street, Deadwood, South Dakota 57732, for and in consideration of One Dollar (\$1) and other good and valuable consideration, conveys and quitclaims to **Deadwood-Lead Economic Development Corporation**, a South Dakota non-profit business corporation, of 108 Sherman Street Suite 110, Deadwood, South Dakota 57732, the following-described real estate in the County of Lawrence, State of South Dakota:

Lot 6 of Block C of the Weisflog Addition to the City of  
Deadwood; Formerly a Portion of Railroad Avenue, Located in  
the N1/2 of Section 23, TSN, R3E, B.H.M.,  
City of Deadwood, Lawrence County, South Dakota.

Together with all improvements, buildings and appurtenances thereto  
appertaining or belonging; subject to easements, restrictions and reservations of  
record.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF DEADWOOD:

By: \_\_\_\_\_  
David R. Ruth, Jr., Mayor, Grantor

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

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

In witness whereof, I hereunto set my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**CERTIFICATE OF REAL ESTATE VALUE [SDCL 7-9-7(4)]**COURTHOUSE USE ONLY  
Book \_\_\_\_\_ Page \_\_\_\_\_  
Ratio Card No. \_\_\_\_\_

State of South Dakota, County of Lawrence

Seller(s): City of Deadwood  
Name

Phone Number

Mailing  
Address 102 Sherman Street  
Street/Box NumberDeadwood  
CitySouth Dakota 57732  
State/Zip CodeBuyer(s): Deadwood-Lead Economic Development Corporation  
Name

Phone Number

Current  
Mailing 108 Sherman Street, Suite 110  
Address Street/Box NumberDeadwood  
CitySouth Dakota 57732  
State/Zip CodeNEW  
Mailing \_\_\_\_\_  
Address Street/Box Number

City

State/Zip Code

**OWNER OCCUPIED – THIS BOX TO BE COMPLETED BY BUYER ONLY**

These items are important to complete for property to continue to be classified as owner occupied for a lower property tax rate.

Property is currently classified as owner-occupied	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Property will be occupied by buyer on _____ (date)	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Property will be principal residence of buyer on the above stated date	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Do you own any other residential property in the United States?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/> If yes, state location _____

Signature (BUYER ONLY) \_\_\_\_\_

**Legal Description (Please include the number of acres for unplatted properties)**Lot 6 of Block C of the Weisflog Addition to the City of Deadwood; Formerly a Portion of  
Railroad Avenue, Located in the N1/2 of Section 23, TSN, R3E, B.H.M.,  
City of Deadwood, Lawrence County, South Dakota.

(1) Date of Instrument \_\_\_\_\_

**(2) Type of Instrument:**

Contract for Deed <input type="checkbox"/>	Warranty Deed <input type="checkbox"/>	Executor's Deed <input type="checkbox"/>	Mineral Deed <input type="checkbox"/>
Quit Claim Deed <input checked="" type="checkbox"/>	Trustee's Deed <input type="checkbox"/>	Administrator's Deed <input type="checkbox"/>	Gift <input type="checkbox"/>
Other (specify) _____			

**(3) Items Involved in Transaction**

(a) Was this property offered for sale to the general public	YES <input type="checkbox"/> NO <input type="checkbox"/>	(d) Actual Consideration Exchanged: \$ _____
(b) Relationship between buyer and seller?	YES <input type="checkbox"/> NO <input type="checkbox"/>	(e) Adjusted price paid for real estate: \$ _____
(c) Was this property sold by owner <input checked="" type="checkbox"/> agent <input type="checkbox"/>		(actual consideration less amount paid for major items of personal property which are listed below)

In the blanks below, list any major items of personal property and their value which were included in the total purchase price (i.e. furniture, inventory, crops, leases, franchises): \_\_\_\_\_

**(4) Was there Buyer Financing** YES ☐ NO ☐ If yes, items (a) and (b) below **MUST** be completed

<b>(a) Type of Buyer Financing – check where applicable</b>		<b>(b) Contract for Deed</b> YES <input type="checkbox"/> NO <input type="checkbox"/> (If yes, <b>MUST</b> complete items below)	
Conventional Bank Loan <input type="checkbox"/>	Like Kind Exchange <input type="checkbox"/>	Down Payment \$ _____	Interest Rate _____%
Cash Sale <input type="checkbox"/>	Assumed Mortgage <input type="checkbox"/>	Monthly/Yearly Payment \$ _____	Balloon Payment \$ _____
FHA, FmHA, SDHA Loan <input type="checkbox"/>	Farm Credit Service <input type="checkbox"/>	No. of Payments _____	
Contract for Deed <input type="checkbox"/> [must complete part (b)]			
Other <input type="checkbox"/>			

Signature of seller, Buyer, or agent of \_\_\_\_\_

Date \_\_\_\_\_



**Motorola Solutions, Inc.**  
500 West Monroe  
Chicago IL 60661  
United States  
Federal Tax ID: 36-1115800

ORIGINAL INVOICE			
Transaction Number 16121676		Transaction Date 22-SEP-2020	
Transaction Total 33,449.88 USD			
P.O. Number DWDF009032020		P.O. Date 03-SEP-20	Customer Account No. 1000232265
Payment Terms NET 30 DAYS FROM INVOICE DATE			Payment Due Date 22-OCT-2020
Bill To Address DEADWOOD, CITY OF ATTN: DEADWOOD FIRE DEPT 102 SHERMAN ST / CITY HALL DEADWOOD SD 57732 United States		Ship To Address WESTERN COMMUNICATIONS INC AP 00486646 3106 CABBELL ST RAPID CITY SD 57701 United States	

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)

**IMPORTANT INFORMATION**

**Ultimate Destination**  
DEADWOOD FIRE DEPT  
737 MAIN ST  
DEADWOOD SD 57732  
United States

For questions concerning this invoice please contact  
Motorola at: 1-888-567-7347  
SLT5CTRA@motorolasolutions.com

Carrier - Best Way Surface

Sales Order(s): 0950640050050

**SPECIAL INSTRUCTIONS / COMMENTS**

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	M22KS9PW1 BN	APX4500 ENHANCED VHF  SERIAL NUMBERS 471CWT1968 through 471CWT1979	12	1,043.00	12,516.00
1a	G66	ADD: DASH MOUNT APXM	12	93.75	1,125.00
1b	QA02812	ADD: P25 9600 TRUNKING W/ INTEROPER	12	1,007.05	12,084.60
1c	B18	ADD: AUXILIARY SPKR 7.5 WATT	12	45.00	540.00
1d	GA00804	ADD: APX O2 CONTROL HEAD	12	369.00	4,428.00
1e	G444	ADD: APX CONTROL HEAD SOFTWARE	12	0.00	0.00
1f	W22	ADD: STD PALM MICROPHONE APX	12	54.00	648.00
1g	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	12	0.00	0.00
1h	G24	ADD: 3Y ESSENTIAL SERVICE	12	138.00	1,656.00
1i	G89	ADD: NO RF ANTENNA NEEDED	12	0.00	0.00
2	HAD4017A	ANT ROOF MT WB VHF 146/174	12	37.69	452.28
USD Subtotal					33,449.88
USD Total					33,449.88

Please detach here and return the bottom portion with your payment

**Payment Coupon**

Transaction Number 16121676	Customer Account No 1000232265	Payment Due Date 22-OCT-2020	Transaction Total 33,449.88 USD	Amount Paid
--------------------------------	-----------------------------------	---------------------------------	------------------------------------	-------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

DEADWOOD, CITY OF  
ATTN: DEADWOOD FIRE DEPT  
102 SHERMAN ST / CITY HALL  
DEADWOOD SD 57732  
United States

**Wire Transfer Details**

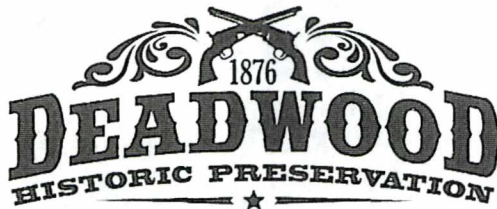
CHICAGO  
Routing Transit Number: 026009593  
SWIFT: BOFAUS3N  
Bank Account No: 3756319819

**Send Payments To:**



Motorola Solutions, Inc.  
13104 Collections Center Drive  
Chicago IL 60693  
United States





## MEMORANDUM

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**Date:** October 15, 2020  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Digitization of Lawrence County Tax Records PHASE III

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The Deadwood Historic Preservation Office is requesting permission to enter into a contract with DocuTek of Englewood, Colorado to microfilm and PDF forty-five (45) historic Lawrence County tax ledgers on file in the Case Library at Black Hills State University. These ledgers date from 1916 to 1934 and provide a wonderful amount of genealogical information including individual surname, property description including lot and block, property value, division of finances and total amount for taxes. The project estimate is attached to this memorandum.

The Historic Preservation Commission reviewed this request at their October 14, 2020 meeting and recommends approval.

### **RECOMMENDED MOTION:**

Move to allow the Historic Preservation Office to enter into a contract with DocuTek of Englewood, Colorado to microfilm and PDF forty-five (45) historic Lawrence County tax ledgers on file in the Case Library at Black Hills State University. The cost for this project will not exceed \$5,500.00 dollars. Money for this project will come out of the 2020 Archives Budget.



**DocuTEK, INC.**

THE DOCUMENT SCANNING COMPANY

**DocuTek, Inc. | Jay Hoagland**

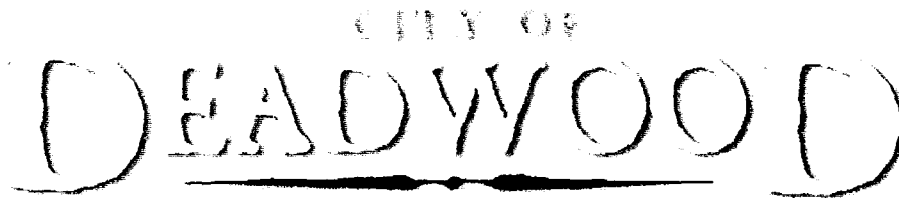
750 West Hampden Ave., L-105

Englewood, CO 80110

[jayhoagland@edocutek.com](mailto:jayhoagland@edocutek.com)

[www.edocutek.com](http://www.edocutek.com)

303.722.5200



***Tax Ledgers Books Microfilming and Digitization***

*May 15, 2020*

**PREPARED FOR:**

Michael Runge

City Archivist

City of Deadwood

108 Sherman St.

Deadwood, SD 57732

605.578.2082

[Michael.runge@cityofdeadwood.com](mailto:Michael.runge@cityofdeadwood.com)

## SCOPE OF WORK

Thank you for the opportunity to submit pricing for the microfilming and digitization of City of Deadwood Tax Ledgers books. DocuTek, Inc. has been in business since 1995. Our areas of expertise are digitizing paper, digitizing microfilm, and the creation of microfilm. All areas of our expertise would be required for this project.

Based upon the information you have emailed, listed below is the general scope of work.

**Goal:** Digitize Tax Ledger books into PDF files. One PDF file per ledger book. Deliverable of one PDF image per open book page, because information goes across the two physical pages.

### Scope of Work:

Microfilm and digitize to PDF approximately 45 ledger books, starting from 1911.

### Process:

1. Tax Ledger books will be transported to DocuTek, Inc. (located in Englewood, CO).
2. DocuTek will provide sample scans to City of Deadwood with both processes.
3. Upon approval by City of Deadwood, the microfilming and digitization process will commence. Microfilming will be done on a Kodak MRD-2 Camera.
4. Microfilm Tax Ledgers (open book). Based upon your flat surface measurements, we should be able to microfilm these open book.
5. After microfilming and microfilm processing has occurred, DocuTek will digitize microfilm images using the FlexScan Microfilm scanner made by NextScan. I have included equipment spec sheets at the end of this proposal.
6. Microfilm digitizing will occur at 300DPI in grayscale.
7. Digitize microfilm images to PDF files. One open book page = one PDF image.
8. Create one multi-page PDF file per ledger.
9. City of Deadwood deliverables will be 35MM original silver archival quality microfilm rolls and an external USB hard drive containing 46 PDF files, one for each Tax Ledger book.
10. City of Deadwood will be responsible for pickup and transportation of Tax Ledger books back to South Dakota.

## COMPANY SNAPSHOT:

<b>Legal Company Name:</b>	Kane's Records Management Incorporated		
<b>Doing Business As:</b>	DocuTek Incorporated		
<b>Corporation Type:</b>	Colorado S Corp	<b>Date of Incorporation:</b>	1995
<b>Principals:</b>	Jay A. Hoagland <a href="mailto:jayhoagland@edocutek.com">jayhoagland@edocutek.com</a>	Kenneth M. Voiles <a href="mailto:kenvoiles@edocutek.com">kenvoiles@edocutek.com</a>	
<b>Primary Business Location:</b>	750 West Hampden Ave., L-105 Englewood, CO 80110		
<b>Telephone:</b>	303-722-5200 or 800-216-7807	<b>Fax:</b>	303-722-8567
<b>Website:</b>	<a href="http://www.edocutek.com">www.edocutek.com</a>		
<b>FEIN:</b>	84-1291328	<b>DUNS:</b>	835681123
<b>Authorized Partner Companies:</b>	Canon USA; Cranel; Digitech Systems; E-Imagedata; Ingram Micro; nextScan; Panasonic; Paradigm Imaging Group; Square9 Softworks		





## COMPANY PROFILE & CLIENT REFERENCES

**DocuTek Incorporated** is located in Lakewood, Colorado and provides document scanning services throughout the United States. Our company provides Document Scanning Services, Microfilm Scanning Services, NextScan Virtual Film Software, PaperVision EDMS Software, Document Scanner Sales, Microfilm Scanner Sales, and Support Services for all hardware and software that we sell. The focus of our company is to help organizations effectively manage paper, microfilm, and electronic content through our Conversion Services Department and/or by recommending, designing and implementing "in-house" software/hardware solutions. DocuTek has established a proven track record and a large customer base throughout Colorado and Southern Wyoming.

DocuTek, Inc. has been in business since 1995. We have converted millions of images from paper and microfilm into digital format for a wide range of customers and industries. We have partnered with industry leading companies like Canon USA, Digitech Systems, E-Imagedata, nextScan, and Panasonic to allow us to offer our clients the best and most innovative solutions at extremely competitive prices. Over 23 years of experience in digitizing records (paper & microfilm) has enabled our company to develop a sound project workflow methodology, quality control practices, and the use of state-of-the-art scanning equipment and software that will insure that our conversion services are done to your complete satisfaction.

Listed below are some important facets of our company that we believe make DocuTek uniquely qualified and capable to complete this project for the City of Deadwood:

- **OWNERSHIP AND STAFF EXPERIENCE.** The two owners have over 50+ years of experience, with primary roles of Technical Expertise and Project Management. Key personnel that would be involved with your project have almost 100 years combined experience working in document conversion service bureaus. During our 23 years in business we have scanned millions of images from paper and microfilm.
- **SECURITY.** DocuTek has successfully completed many projects with highly sensitive and confidential information, including: state income tax returns, medical records, police department case files, human resources files, and various financial and legal records. All documents to be scanned at our facility will be transported by DocuTek authorized personnel in one of our company vehicles to ensure proper chain of custody. No third party transportation will be utilized. Once at our secured facility, City of Deadwood Tax Ledgers will be stored in a secured area, accessible only to authorized employees. During the scanning process, images will reside strictly on a "stand alone" computers and/or encrypted USB hard drives, with no network or internet capabilities.

- **CONFIDENTIALITY.** DocuTek requires that all employees submit to a background check and sign a non-disclosure agreement as a term of employment.
- **EXPERIENCE WITH DIFFERENT RECORD TYPES.** As indicated by our current client lists and references, DocuTek has worked on a number of projects involving various historical/archival document types, each with their own unique and challenging requirements. No matter what document type, condition or format, we have probably scanned it.
- **CUSTOMER SERVICE.** Client satisfaction is our first priority and our customer service is second to none. We are very responsive to any needs of our customers and are able to quickly implement changes as necessary. Through the course of the project, DocuTek will provide regular updates to insure we are on task and on time.
- **SCANNING/MICROFILMING EQUIPMENT AVAILABILITY AND RELIABILITY.** All servicing of our equipment is done "in house". Our Service Technicians are available to remedy hardware and software issues immediately. This minimizes down time by having onsite Service Technicians who can quickly resolve any issues and lowers our cost of doing business by not having to pay 3<sup>rd</sup> party companies. Additionally, this further protects our client's confidential records by minimizing or eliminating the need for non-authorized personnel entering work areas.
- **NO SUBCONTRACTING.** All work will be done by DocuTek employees at our document conversion facility in Englewood. NO PORTION of the job will be outsourced to a subcontractor.
- **FOCUS.** Document scanning, microfilming scanning, microfilming, sales/service of scanner equipment and the design, installation and support of electronic document management systems software is all we do. It is not just our primary line of business, it is our only line of business. We don't sell copiers or printers or any other business ventures outside of document scanning and document management.

Below are few of our other current clients, for whom we provide other document/microfilm conversion, software integration and/or hardware and software support services:

**COUNTY GOVERNMENT**

- Adams County Sheriff's Office
- Albany County Clerk
- Arapahoe County Court
- Arapahoe County Sheriff's Dept
- City and County of Denver
- Denver County Courts
- El Paso County Combined Courts
- El Paso County Clerk & Recorder
- Jefferson County Clerk and Recorder
- Jefferson County School District
- Kiowa County Clerk & Recorder
- Kit Carson County
- Lake County Public Library
- Laramie County Clerk
- Larimer County
- Lincoln County Clerk & Recorder
- Prowers County Clerk & Recorder
- Pueblo County Clerk & Recorder
- Washington County Clerk & Recorder
- Weld County Information Services

**FEDERAL GOVERNMENT**

- Adjutant General's Office
- Bureau Of Land Management
- Bureau Of Reclamation
- GSA Administration Office
- Interior Business Center
- Mine Safety & Health Administration
- Rocky Mountain Arsenal National Refuge
- U.S. Air Force Academy
- U.S. Geological Survey
- USDA Forest Service

**STATE GOVERNMENT**

- Colorado Dept of Agriculture
- Colorado Dept of Health & Environment
- Colorado Dept of Human Services
- Colorado Dept of Regulatory Agencies
- Colorado Dept of Revenue
- Colorado Dept of State
- Colorado Division of Water Resources
- Colorado Integrated Document Solutions
- Colorado Judicial
- Colorado Office of Natural Resources
- Colorado State University
- Colorado's Child Protection Ombudsman
- E-470 Public Highway Authority
- History Colorado
- University of Colorado
- University of Northern Colorado
- Wyoming Dept of Environmental Quality
- Wyoming State Archives

**LOCAL GOVERNMENT**

- Aurora Public Schools
- City of Colorado Springs
- City of Fort Collins
- City of Greenwood Village
- City of Lakewood Police Dept.
- City of Littleton
- City of Longmont
- City of Pueblo Clerk & Recorder
- Colorado Springs School District 11
- Denver Public Library
- Denver Water Department
- Eagle Valley Library District
- Englewood Public Schools
- Littleton Public Schools
- Pueblo Library District
- Pikes Peak Library District
- Thompson School District
- Town of Castle Rock

**CLIENT REFERENCES**

The following organizations have relied on DocuTek for their document digitization projects.



**Colorado Library Consortium**  
**Regan Harper**  
Director, Networking & Resource Sharing  
303.866.6907  
Denver, CO  
[Harper\\_r@cde.state.co.us](mailto:Harper_r@cde.state.co.us)

*Scanning of Microfilm Rolls*  
*June 2014 to Present*



**History Colorado**  
**Kerry Baldwin**  
Library Director  
303.844.4600  
Denver, CO  
[Kerry.baldwin@state.co.us](mailto:Kerry.baldwin@state.co.us)

*Microfilming, Scanning, and*  
*Digitization of Newspapers*  
*2010 to Present*



**Wyoming State Archives**  
**Michael Strom**  
State Archivist  
307.777.7020  
[Michael.strom@wyo.gov](mailto:Michael.strom@wyo.gov)

*Microfilming, Scanning, and*  
*Digitization of Newspapers and*  
*Documents*  
*May 2011 to Present*

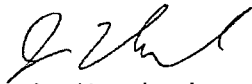
## FEE SCHEDULE AND PROJECT ESTIMATES

### Microfilming and Digitizing Tax Ledger books

OFF-SITE CONVERSION SERVICES FEE SCHEDULE			
DESCRIPTION	Cost Per Unit	QUANTITY	TOTAL
Microfilm and digitize 45 Ledgers to 35MM Negative Silver Master Microfilm and PDF Images (one PDF = one ledger)	\$0.30	15,000	\$4,500.00
Extra Handling and Preparation for Microfilming Ledgers Open Book	\$20.00	45	\$900.00
Total Project cost for Delivered PDF images and Original Archive Quality Microfilm Rolls.			\$5,400.00

Please do not hesitate to contact me should you have any questions or need any additional information. I would be happy to explain any of the options in more detail.

Sincerely,



Jay Hoagland

[jayhoagland@edocutek.com](mailto:jayhoagland@edocutek.com)

303-722-5200

*This proposal contains proprietary and confidential information owned by DocuTek, Inc. This proposal is for informational purposes only and for the Recipient and is not authorized for distribution to anyone other than the Recipient. Recipient acknowledges and agrees that in order to protect DocuTek's interest in its proprietary and confidential information, this proposal will be maintained in strict confidence and will not be disclosed to third parties or used by the Recipient for any purpose other than considering whether to enter into an agreement with DocuTek, without the express written consent of DocuTek, Inc. Neither this proposal nor the information contained herein may be reproduced or used for any other purpose.*

## Jessica McKeown

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**From:** bkeconsultinginc@gmail.com  
**Sent:** Thursday, October 15, 2020 4:43 PM  
**To:** Jessica McKeown  
**Cc:** Jeremy Russell  
**Subject:** RE: Certified Base TIF Letter Lawrence TIF 12 Signed.pdf

Thanks for your input.

Here is what I am planning on showing amended costs

### 3. PROJECT COSTS (SDCL § 11-9-13 (3))

The following description is the costs associated with the development of the multi-family housing in the Stage Run Addition. These include site development, utilities, and interior streets, fees, and other costs.

#### **Tax Incremental District #12 Development Costs**

	Development Costs <sup>(1)</sup>	Tax Incremental District Costs <sup>(2)</sup>	Total Costs
Capital Costs			
Removals, Demolition & Mobilization		\$42,000	\$42,000
Sitework & Excavation		\$495,600	\$495,600
<b>Amendment Increase</b>		<b>\$100,000</b>	<b>\$100,000</b>
Building Construction (38 units)	\$4,037,500		\$4,037,500
Utilities		\$174,500	\$174,500
<b>Amendment Increase</b>		<b>\$100,000</b>	<b>\$100,000</b>
Interior Streets		\$159,000	\$159,000
<b>Amendment Increase</b>		<b>\$150,000</b>	<b>\$150,000</b>
Sub-Total	\$4,037,500	<b>\$1,221,100</b>	<b>\$5,099,600</b>
Contingency Costs	\$403,750	\$217,775	\$621,525
Capital Cost Total	\$4,441,250	<b>\$1,438,875</b>	<b>\$5,721,125</b>
Professional Fees			
Engineering	\$87,110		
<b>Legal (Amendment)</b>		<b>As Billed</b>	<b>As Billed</b>
Financing Costs (only District related)		<b>\$572,253</b>	<b>\$572,253</b>
Interest			
Administrative Costs (Amendment)		<b>\$10,000</b>	<b>\$10,000</b>
Organization Costs			

Project Plan Preparation

\$20,000

\$20,000

Total Costs

**\$4,528,360**

**\$2,041,128**

**\$6,569,488**

<sup>(1)</sup> SDCL § 11-9-16(5) - A list of estimated nonproject costs.

**From:** Jessica McKeown <Jessica@cityofdeadwood.com>

**Sent:** Thursday, October 15, 2020 2:57 PM

**To:** Blaise Emerson <bkeconsultinginc@gmail.com>

**Cc:** Jeramy Russell <jeramyr@cityofdeadwood.com>

**Subject:** Certified Base TIF Letter Lawrence TIF 12 Signed.pdf

LM



## CARES Act Humanities Relief Grants

### GRANT AGREEMENT & CONTRACT

In accepting this South Dakota Humanities Council CARES Act Humanities Relief Grant in the amount of **\$10,025**, the **Deadwood Public Library**:

- a. Agrees to the following grant provisions, procedures, and legal requirements. The grant provisions, procedures, and legal requirements described on the following pages are binding for all recipients of funding from South Dakota Humanities Council and apply to all South Dakota Humanities Council CARES Act Humanities Relief Grants awarded from April 2020 until the date of subsequent revisions.
- b. Agrees not to seek or receive additional Federal funds for the same expenditures incurred in connection with this grant.
- c. Agrees to spend grant funds only on Federally allowable expenses occurring within the grant award period from date funds are received to **12/31/2020**.

Only the Executive Director of South Dakota Humanities Council or a representative of South Dakota Humanities Council specifically authorized by the Executive Director is authorized to modify any of the terms of this grant award on behalf of South Dakota Humanities Council. South Dakota Humanities Council shall not be liable for any costs incurred by the grantee which do not conform with the terms of the agreement.

#### 1. Acknowledgment of Support

Recipients of South Dakota Humanities Council grant funds must acknowledge South Dakota Humanities Council and the National Endowment for the Humanities as donors in their current fiscal year in all printed and electronic materials, including advertisements and publicity materials, and whenever written or verbal presentations are made.

South Dakota Humanities Council logos can be found at <http://sdhumanities.org/about/branding/>. Consult the [Acknowledgment and Publicity Requirements for NEH Awards](#) page on the National Endowment for the Humanities website for guidance on credits and promotion.

#### 2. Termination of Grants

If South Dakota Humanities Council determines that the grantee has failed to comply with the terms and conditions of the grant agreement, South Dakota Humanities Council may terminate the grant for cause. A grant may also be terminated by mutual consent of South Dakota Humanities Council and the grantee or at the grantee's request. If your grant is terminated by South Dakota Humanities Council:



- a. You will be provided with 30 days written notice of termination and will be consulted about the intended termination by South Dakota Humanities Council. This termination will not affect any commitments you have made prior to the date of termination. If there is disagreement as to when these commitments were made, the judgment of South Dakota Humanities Council will prevail.
- b. You must furnish South Dakota Humanities Council with an itemized accounting of funds spent, owed, and left over in your grant within 60 days of the termination date.
- c. You must return any money that is left over from your grant within 30 days to South Dakota Humanities Council.

### **3. Final Report**

By November 30, 2020, award recipient is to furnish the South Dakota Humanities Council with an assessment report that updates the council on the status of the distributed funds. It should contain:

- a. A statement summarizing the impact the grant made on the organization. Because these may have been emergency operating funds, your response might focus on your office staff. Also include if these funds were used to reach a public audience. Include attendance for virtual convening, social media impressions or participation in virtual discussions.
- b. A detailed list of how South Dakota Humanities Council grant funds were/will be spent (e.g., staff salaries, payroll taxes, employee benefits, facility expenses, or program costs).
- c. Written statement of affirmation that the organization did not seek or receive additional Federal funds for the same expenditures incurred in connection with this grant.
- d. Written statement of affirmation that the organization did not use grant funds for lobbying, fundraising, the purchase of alcoholic beverages, the purchase, construction, or renovation of land or facilities or other unallowable costs.
- e. Please include links to any products that were developed through your CARES grant, e.g., books, blog posts, seminar, database, film, radio broadcast, or public lecture/presentation.

### **4. Indemnification**

Each party to this agreement shall be solely responsible for any and all actions, suits, damages, liability or other proceedings brought against it as a result of the alleged negligence, misconduct, error or omission of any of its officers, agents or employees. Neither party is obligated to indemnify the other party or to hold the other party harmless from costs or expenses incurred as a result of such claims; and each shall continue to enjoy all rights, claims and defenses available to it under law.

*To protect your interests, South Dakota Humanities Council strongly recommends that you develop written agreements whenever services or goods are to be provided to you by others.*

### **5. Doing Business with Debarred and Suspended Parties**

Award recipients are prohibited from doing business with any organization or person if they have been debarred or suspended by any Federal department or agency. The *OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)* contained in 2 CFR part 180 and the National Endowment for the Humanities regulations contained in 2 CFR part 3369 apply to this

award. Award recipients are required to ensure compliance by checking the Exclusions area within the Performance Information functional area of SAM.gov (formerly the Excluded Parties List System or EPLS) and complying with Subpart C of these regulations. Award recipients are responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transaction.

**6. Federal Award Identification**

This award is considered a subaward of Federal money granted to South Dakota Humanities Council by the National Endowment for the Humanities as appropriated by Congress via the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).

*Please refer to **Addendum I** for Federally-mandated award identifying information.*

**7. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in 2 CFR part 200 apply to award recipients.

Funds from this award of Federal money cannot be used for lobbying, fundraising, the purchase of alcoholic beverages, the purchase, construction, or renovation of land or facilities or other unallowable costs (see 2 CFR 200, Subpart E - Cost Principles).

*Please refer to **Addendum II** for highlights of specific Uniform Administrative Requirements, Cost Principles, and Audit Requirements pertinent to this award.*

**8. Federally-mandated Legal Requirements**

*Please refer to **Addendum III** for Federally-mandated legal requirements pertinent to this award.*

This Grant Agreement & Contract is executed by the person signing below who warrants that they have the authority to execute this Grant Agreement & Contract.

To accept this grant agreement and contract sign and return within 10 days of receipt. Upon receipt of signed agreement and contract, South Dakota Humanities Council will use direct deposit to send your full award.

**Authorizing Official:**

\_\_\_\_\_  
*David R. Ruth, Jr. Mayor (please print)*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Jessicca McKeown, Finance Officer (please print)*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

17-328-6894  
*DUNS Number*

46-6000091  
*EIN (Employer Identification Number)*

## ADDENDUM I

### FEDERAL AWARD IDENTIFICATION

This award is considered a subaward of Federal money granted to South Dakota Humanities Council (the pass-through entity) via the National Endowment for the Humanities as appropriated by Congress. The following Federal award identifying information is required per Section 200.331 of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

1. Subrecipient name: **Deadwood Public Library**
2. Subrecipient's unique entity identifier (currently a DUNS number): **127034478**
3. Federal Award Identification Number (FAIN): **SO-268667-20**
4. Federal Award Date of award to the recipient (South Dakota Humanities Council) by the Federal agency (National Endowment for the Humanities): **4/10/2020**
5. Subaward (subrecipient award) Period of Performance Start and End Date: **date received to 12/31/2020**
6. Amount of Federal Funds Obligated by this action by the pass-through entity (South Dakota Humanities Council) to the subrecipient: **\$10,025**
7. Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity (South Dakota Humanities Council) including the current obligation: **\$10,025**
8. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity (South Dakota Humanities Council): **\$10,025**
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): **Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Funding to State and Jurisdictional Humanities Councils.**
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass- through entity:
  - a. Federal awarding agency: **National Endowment for the Humanities**
  - b. Pass-through entity: **South Dakota Humanities Council**
  - c. Pass-through entity awarding official: **Ann Volin, [ann@sdhumanities.org](mailto:ann@sdhumanities.org), (605) 688-6113**
11. CFDA Number and Name: **45.129 Promotion of the Humanities Federal-State Partnership**
12. Identification of whether the award is R&D: **not R&D**
13. Indirect cost rate for the Federal award: **N/A (general support grant)**

## ADDENDUM II

### UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in 2 CFR part 200 apply to award recipients.

#### 1. **Financial Management Standards (2 CFR §200.302)**

The financial management systems of the award recipients must meet the requirements set forth in 2 CFR §200.302 Financial management and the following standards:

A. **Accounting Records.** Award recipients must maintain records that adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to obligations, unobligated balances, assets, liabilities, expenditures, and income.

Each award recipient shall have a double entry accounting system that is maintained according to generally accepted accounting principles that are applied on a consistent basis. The system should provide for a general ledger, a cash receipts journal, a cash disbursements journal, and a general journal.

B. **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Award recipients must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes.

C. **Allowable Costs.** 2 CFR §200, Subpart E - Cost Principles, the *General Terms and Conditions for General Support Grants to State Humanities Councils*, and the terms and conditions of this grant award will be followed in determining the reasonableness, allowability, and allocability of costs.

D. **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the award identification number and name of the general ledger accounts that are to be charged or credited.

Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs that are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of the council.

#### 2. **Interest Earned on Advances (2 CFR §200.305)**

Recipients of National Endowment for the Humanities funds are required to maintain advances of Federal funds in interest bearing accounts unless they receive less than \$120,000 in Federal awards during their fiscal year. If a grantee chooses to deposit these funds in an interest bearing account, it may retain the first \$500 in interest earned each fiscal year. Interest earned in excess of this amount on funds advanced by South Dakota Humanities Council shall be forwarded to South Dakota Humanities Council and returned to the National Endowment for the Humanities, as detailed in 2 CFR §200.305 (9).

3. **Allowable and Unallowable Costs**

The allowability of costs and cost allocation methods for work performed under a National Endowment for the Humanities grant shall be determined in accordance with 2 CFR 200, Subpart E - Cost Principles.

In accordance with Public Law 111-88 Sec. 427, none of the funds made available under this award may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

4. **Fundraising**

Fundraising costs may *not* be charged as expenditures under this award.

5. **Lobbying Activities (2 CFR §200.450)**

Award recipients are prohibited by The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," from using appropriated National Endowment for the Humanities funds to pay any person for influencing or attempting to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress with respect to the award, extension, continuation, renewal, amendment, or modification of any of these instruments. While non-Federal funds may be used for such activities, they may not be included in your budget, and their use must be disclosed to South Dakota Humanities Council. These requirements are implemented by the National Endowment for the Humanities in 45 CFR part 1168. Also see 2 CFR §200.450 Lobbying, that provides additional information regarding the lobbying prohibitions and describes types of activities, such as legislative liaison activities and professional and technical services that are not subject to this prohibition.

Therefore, any costs associated with lobbying activities must be recorded separately in an award recipient's books to ensure that they are not charged to this grant.

South Dakota Humanities Council and the National Endowment for the Humanities are required by the provisions of its appropriations act to include the text of 18 U.S.C. 1913 in all of its award, cooperative agreement, and contract documents.

Text of 18 U.S.C. 1913:

*No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31.*

6. **Procurement Standards (2 CFR §§200.317 – 326)**

Award recipients are subject to the procurement standards set forth in 2 CFR §§200.317 – 326. Also see Appendix II to 2 CFR part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

The standards contained in this section do not relieve the award recipients of the responsibilities arising under its contracts. The award recipient is the responsible authority, without recourse to South Dakota Humanities Council or the National Endowment for the Humanities, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of an award or other agreement. Matters concerning the violation of a statute are to be referred to such Federal, state, or local authority as may have proper jurisdiction.

7. **Audit Requirements**

South Dakota Humanities Council may inspect or audit your financial accounts and records or may assign a qualified person to do so. Inspection and audit may include visits to the grantee before grant payments are made to make sure that the grantee's accounting system is adequate. The National Endowment for the Humanities may also conduct an inspection or audit. The Federal Government has the right to audit third party accounts related to the grants.

Award recipients shall have audits performed that meet the requirements of the Single Audit Act Amendments of 1996 (31 USC 7501-7507) as implemented by 2 CFR 200, Subpart F - Audit Requirements. **Award recipients that expend more than \$750,000 in Federal funds from all sources during their fiscal year are subject to the Single Audit (formerly known as the A-133 audit).**

*This grant provided by South Dakota Humanities Council is a re-grant of money received from the National Endowment for the Humanities, a Federal agency. This means that the funds awarded through this grant are Federal funds (45.129 Promotion of the Humanities Federal-State Partnership) and that grantees must comply with any Federal, state, or local laws, rules, or regulations that may pertain.*

8. **Misapplied Funds**

If South Dakota Humanities Council determines that you have misapplied any of your grant funds, South Dakota Humanities Council has an ownership interest in any money or property acquired through the use of the misapplied funds. You must also repay misapplied funds to South Dakota Humanities Council.

9. **Uncommitted Funds**

If you have funds left over at the end of your grant award period that have not been committed for budgeted goods or services, you must return these funds to South Dakota Humanities Council.

10. **Record Retention (2 CFR §§200.333 – 335)**

Financial records, supporting documentation, statistical records, and all other records pertinent to the award shall be retained by the award recipient for three years following the award recipient's submission of their final report to South Dakota Humanities Council. Records for real property and equipment acquired with National Endowment for the Humanities funds must be retained for three years after final disposition.

If the three-year retention period is extended because of audits, appeals, litigation, or the settlement of claims arising out of performance, the records shall be retained by the award recipient until such audits, appeals, litigation, or claims are resolved.

South Dakota Humanities Council, the National Endowment for the Humanities, the Comptroller General of the United States, and any of their duly authorized representatives shall have access to any pertinent books, documents, papers, and records of the award recipient to make audits, examinations, excerpts, transcripts, and copies. See 2 CFR §§200.336 – 337 for additional information.

## ADDENDUM III LEGAL REQUIREMENTS

### 1. **Civil Rights and Non-Discrimination**

Organizations and public agencies receiving funding from South Dakota Humanities Council must comply with Federal laws governing Title VI of the Civil Rights Act of 1964 and the Civil Rights Act of 1991, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Americans with Disabilities Act (ADA) of 1990, and any other applicable Federal, state, and local laws. Under these laws, no person shall be excluded on the grounds of race, color, handicap, age, sex, or national origin from participation in, be denied the benefits of, or be otherwise subjected to discrimination under a program funded by South Dakota Humanities Council.

**Title VI of the Civil Rights Act of 1964**, as amended, provides that no person in the United States shall, *on the grounds of race, color, or national origin*, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. (42 U.S.C. 2000d *et seq.*) Title VI also extends protection to persons with limited English proficiency. Please note that the National Endowment for the Humanities has issued policy guidance for recipients on "Title VI Prohibition Against National Origin Discrimination As It Affects Persons With Limited English Proficiency."

**Title IX of the Education Amendments of 1972** provides that no person in the United States shall, *on the basis of sex*, be excluded from participation in, be denied benefits of, or be subject to discrimination under any education program or activity receiving Federal financial assistance. (20 U.S.C. 1681 *et seq.*)

**Section 504 of the Rehabilitation Act of 1973**, as amended, provides that no otherwise qualified individual with a disability in the United States, shall, *solely by reason of his/her disability*, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. (29 U.S.C. 794)

**The Age Discrimination Act of 1975** provides that no person in the United States shall, *on the basis of age*, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. (42 U.S.C. 6101 *et seq.*)

**The Americans with Disabilities Act of 1990 (ADA)** prohibits discrimination *on the basis of disability* in employment (Title I), state and local government services (Title II), places of public accommodation and commercial facilities (Title III). (42 U.S.C. 12101-12213)

### 2. **Labor Standards Assurances – Employment of Professional Performers**

Award recipients that employ professional performers and related or supporting professional personnel under an award (including but not limited to scriptwriters, actors, extras, musicians, stage hands, scenery designers, technicians, electricians, and cinematographers) are subject to the labor standards set forth in 29 CFR Part 505, "Labor Standards on Projects or Productions Assisted by Awards from the National Endowments for the Arts and Humanities." Award recipients are required to provide assurance that:

1) these employees will be paid, without subsequent deduction or rebate on any account, not less than the minimum compensation as determined in accordance with 29 CFR 505.3 to be the



prevailing minimum compensation for persons employed to perform similar activities (for example, union or guild rates), and

2) no part of any project or production which is financed in whole or in part under a National Endowment for the Humanities award will be performed or engaged in under working conditions that are unsanitary, hazardous, or dangerous to the health and safety of the employee engaged in such project or production.

These regulations apply to faculty and staff employed by educational institutions only if such employees are hired primarily to engage in or to assist in performance activities. Regular faculty or staff hired primarily to teach are excluded even though their teaching activities may include performing or assisting in a performance.

Additional information is available by contacting the U.S. Department of Labor, Wage and Hour Division, Division of Contract Standards and Operations, 200 Constitution Avenue, NW, Washington DC 20210, or from the "[Davis-Bacon and Related Acts Home Page](#)".

**3. Code of Ethics for Projects Related to Native Americans**

Award recipients have the responsibility of ensuring that researchers and scholars working on National Endowment for the Humanities-sponsored projects related to Native Americans, Aleut, Eskimo, or Native Hawaiian peoples will adhere to certain provisions protecting the rights of native communities and peoples as detailed in the *Code of Ethics for Projects Related to Native Americans*.

**4. Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C. 3001 *et seq.*, and 43 CFR Part 10)**

The Native American Graves Protection and Repatriation Act of 1990 (NAGPRA) provides protection of Native American graves and items, that is, human remains, funerary objects, and sacred objects. NAGPRA applies to any organization which controls or possesses Native American human remains and associated funerary objects and which receives Federal funding, even for a purpose unrelated to the Act. More information may be found on the National Park Service website.

## NOTICE TO BIDDERS

Bids are being accepted until 2:00pm local time on Tuesday October 13<sup>th</sup> 2020 for the purchase of one four wheel drive dump truck meeting the prepared specification FOB Deadwood, South Dakota.

Specifications are available at the Finance Office at 102 Sherman Street, Deadwood South Dakota.

Sealed Bids will be received at the Deadwood City Hall, 102 Sherman Street, Deadwood, South Dakota, 57732. Bids will be publicly opened at 2:00pm on Tuesday October 13<sup>th</sup> 2020 and read at the Deadwood City Commission meeting on October 19<sup>th</sup>. Proposals received after the designated time shall be returned unopened.

Sealed bid envelopes must be clearly marked **FOUR WHEEL DRIVE BID** with Bidder's name and address on the cover. The envelope shall contain the bid. The City of Deadwood cannot prepay any amount but payment will be paid after first commission meeting after delivery.

The City of Deadwood reserves the right to accept or reject any or all bids and/or waive any irregularities therein, within 30 days from the opening date.

Dated this 8th day of September, 2020.

CITY OF DEADWOOD

/s/ Jessica McKeown, City Finance Officer

Publish Black Hills Pioneer: September 10 and September 17, 2020

## Bid Form

Bid Price: 2021 Four Wheel Drive Dump Truck

\$176,099

FOB Rate to: Deadwood, South Dakota

Included in bid price

End of lease purchase price

\$35,219.80

Firm:

Floyd's Truck Center

Name:

Marvin J. Nail

Address:

1022 N. Pine Ave Dr

City, State:

Rapid City SD

Phone:

605-718-0788

Authorized Signature:



# DAIMLER

Mercedes-Benz Financial Services

Date of Quote: October 6, 2020

City of Deadwood

SD

Mercedes-Benz Financial Services USA, LLC ("MBFS") is pleased to offer the following pricing quotes to finance the acquisition of various vehicles as described below:

Borrower: City of Deadwood  
Issue Type: Tax-exempt Installment financing of the following equipment, subject to annual appropriation.

ITEM	DESCRIPTION OF EQUIPMENT	No of Units	COST
Equipment	(1) Western 4700SB Dump Truck	1	\$176,099.00
Equipment			
Equipment			
Equipment			
Other Equipment			
None			

Amount to Finance:

TOTAL AMOUNT FINANCED: \$176,099.00

*Quarterly Payment*

OPTION 1	
Term	5
Periodicity	QADV
Rate	3.61%
Payment	\$7,976.08
+ Balloon \$	\$35,219.80

*Semi-Ann Payment*

OPTION 2	
Term	5
Periodicity	SAADV
Rate	3.63%
Payment	\$15,883.07
+ Balloon \$	\$35,219.80

*Annual Payment*

OPTION 3	
Term	5
Periodicity	AADV
Rate	3.67%
Payment	\$31,491.82
+ Balloon \$	\$35,219.80

OPTION 4	
Term	
Periodicity	
Rate	
Payment	
+ Balloon \$	

OPTION 5	
Term	
Periodicity	
Rate	
Payment	
+ Balloon \$	

OPTION 6	
Term	
Periodicity	
Rate	
Payment	
+ Balloon \$	

Interest Rate Expires: November 5, 2020  
Quote No. 44109

The quoted Interest Rate assumes the Borrower designates the Installment Purchase as Tax Exempt pursuant to the IRS Code. To preserve the Tax Exempt structure of this installment Purchase, all payments listed above (including Balloon, if any) are REQUIRED payments, not optional, and are required to be made by Borrower to MBFS.

Subject to credit qualification and based on the terms described above, MBFS is quoting the Interest Rates as shown in the tables provided above. This quote and the Interest Rates stated herein expires as of the Date shown on this pricing quote and shall have no effect on any prior documentation signed by the parties. Should funding of this schedule occur after the expiration date, current pricing may be used. This pricing quote is not a commitment and is subject to credit approval by MBFS; credit qualification based on the terms of the transaction; verification of eligibility for tax-exempt financing; and mutually agreeable documentation executed and submitted to MBFS for funding. Any subsequent pricing quote, Commitment Letter or documentation executed by the parties will supersede and replace this pricing quote.

No changes in federal or applicable state or local tax law, regulations, case law, rulings, or other interpretations by the Internal Revenue Service that would affect any Federal, State or Local tax benefits are assumed in determining the above Quotes.

**LEGAL OPINION:** In the event that the "Amount to Finance" is over \$500,000., the Borrower's Counsel shall furnish MBFS with an opinion covering this transaction and the documents used herein. This Opinion shall be in a form and substance satisfactory to MBFS

Sincerely,  
Mercedes-Benz Financial Services  
Gwendolyn Gordon

MBFS  
Reference No

## Bid Form

Bid Price: 2021 Four Wheel Drive Dump Truck

157,164.00

FOB Rate to: Deadwood, South Dakota

DELIVERY  
INCLUDED

End of lease purchase price

30,000.00

Firm: SANETATION PRODUCTS INC

Name: RD SCHMIDT

Address: 901 E 48 ST N

City, State: SEDER FALLS SD 57104

Phone: 800-669-0487

Authorized Signature:

RD Schmidt

# DAIMLER

Mercedes-Benz Financial Services

Date of Quote: October 8, 2020

City of Deadwood

Mercedes-Benz Financial Services USA, LLC ("MBFS") is pleased to offer the following pricing quotes to finance the acquisition of various vehicles as described below:

Borrower: City of Deadwood  
Issue Type: Tax-exempt Installment financing of the following equipment, subject to annual appropriation.

ITEM	DESCRIPTION OF EQUIPMENT	No of Units	COST
Equipment	(1) Freightliner 108SD	1	\$157,194.00
Equipment			
Equipment			
Equipment			
Other Equipment			
None			
Amount to Finance:		TOTAL AMOUNT FINANCED:	\$157,194.00

OPTION 1	
Term	5
Periodicity	AARR
Rate	3.56%
Payment	\$29,475.92
+ Balloon \$	\$30,000.00

OPTION 2	
Term	5
Periodicity	QARR
Rate	3.58%
Payment	\$7,255.77
+ Balloon \$	\$30,000.00

OPTION 3	
Term	5
Periodicity	MARR
Rate	3.59%
Payment	\$2,410.27
+ Balloon \$	\$30,000.00

Interest Rate Expires: November 5, 2020  
Quote No. 44109

The quoted Interest Rate assumes the Borrower designates the Installment Purchase as Tax Exempt pursuant to the IRS Code. To preserve the Tax Exempt structure of this installment Purchase, **all payments listed above (including Balloon, if any) are REQUIRED payments, not optional, and are required to be made by Borrower to MBFS.**

Subject to credit qualification and based on the terms described above, MBFS is quoting the Interest Rates as shown in the tables provided above. This quote and the Interest Rates stated herein expires as of the Date shown on this pricing quote and shall have no effect on any prior documentation signed by the parties. Should funding of this schedule occur after the expiration date, current pricing may be used. This pricing quote is not a commitment and is subject to credit approval by MBFS; credit qualification based on the terms of the transaction; verification of eligibility for tax-exempt financing; and mutually agreeable documentation executed and submitted to MBFS for funding. Any subsequent pricing quote, Commitment Letter or documentation executed by the parties will supersede and replace this pricing quote.

No changes in federal or applicable state or local tax law, regulations, case law, rulings, or other interpretations by the Internal Revenue Service that would affect any Federal, State or Local tax benefits are assumed in determining the above Quotes.

**LEGAL OPINION:** In the event that the "Amount to Finance" is over \$500,000., the Borrower's Counsel shall furnish MBFS with an opinion covering this transaction and the documents used herein. This Opinion shall be in a form and substance satisfactory to MBFS

Sincerely,  
Mercedes-Benz Financial Services  
Riley Holland

MBFS  
Reference No

**NOTICE OF PUBLIC HEARING  
RELAXATION OF OPEN CONTAINER ORDINANCE, STREET CLOSURE, WAIVER OF  
BANNER FEE FOR DEADWEIRD EVENT**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held October 19, 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:

**OPEN CONTAINER REQUEST:**

Friday October 30, 2020: Relaxation of Open Container Ordinance on Main Street from Four Aces 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 October 31, 2020: Relaxation of Open Container Ordinance on Main Street from Four Aces to Masonic Temple, Broadway St from Wall to Shine. Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to 83 Sherman Street from 12:00 p.m. to 10:00 p.m.

**Street Closure:**

Main Street closure from Wall to Deadwood Street on Saturday, October 31 from 5:00 p.m. to 4:00 a.m. on Sunday, November 1, 2020.

**Request to Waive Banner Fee:**

For Deadweird on Friday, October 30 and Saturday, October 31, 2020.

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 5th day of October, 2020.

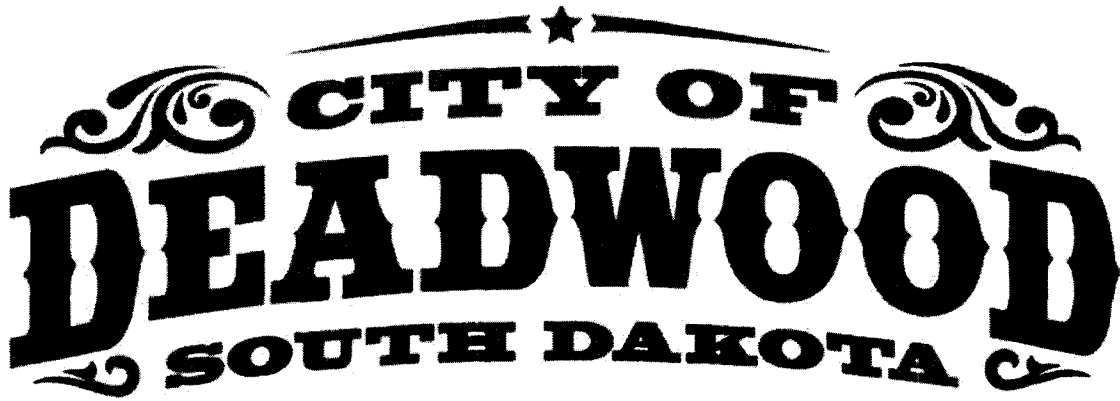
CITY OF DEADWOOD

\_\_\_\_\_  
Jessica McKeown, Finance Officer

Publish BH Pioneer: October 8, 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**

DEADWOOD OCT 30-31 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: Deadweird

Event Date(s): 10/30-31/2020

(month, day, year)

Total Anticipated Attendance: \_\_\_\_\_

(# of Participants \_\_\_\_\_

# of Spectators \_\_\_\_\_)

Actual Event Hours: (from): 5pm AM / PM (to): 10pm AM / PM

Location / Staging Area: Main Street

Set up/assembly/construction Date: 10/31/2020 Start Time: 5pm AM / PM

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

Dismantle Date: 11/1/2020 Completion time: 4am 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:

Wall to Deadwood Saturday 10/31/2020 5pm-4am Pine/Deadwood 5-10pm

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

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit)

☐ Noncommercial (nonprofit)

Sponsoring Organization: The Deadwood Chamber

Chief Officer of Organization (NAME): Lee Harstad

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

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

Daytime phone: (605) 578-1876 Evening Phone: (605) 578-1249 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 Sarah Kryger Pager/Cell #: 605-863-1249

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

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

### FEES / PROCEEDS / REPORTING

- | NO                                  | YES   |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> Is your organization a "Tax Exempt, nonprofit" organization? If <b>YES</b> , 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 <b>YES</b> , 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:

Monsterball Friday Oct 30th 6-9pm  
Costume Contest Saturday Oct 31st 5-9pm

Open container Request Friday October 30th 5-10pm  
Saturday October 31st Noon-10pm  
Zones 1&2

Street closure request Saturday October 31st 5pm-Sunday November 1st 4am

Waive banner fee request

**RESOLUTION # 2020-22****RESOLUTION APPROVING AMENDMENT #1 TO PROJECT PLAN  
FOR TAX INCREMENT DISTRICT #12  
AS SUBMITTED BY THE DEADWOOD PLANNING COMMISSION**

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 #12, which will overlay Tax Incremental District Number #8, along with additional areas; and

WHEREAS there has been established Tax Increment District Number #12; and

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

WHEREAS the Developers have indicated significant cost increases in the construction of the project over the original approved Project Plan; 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 an Amendment #1 to the Project Plan for this Tax Increment District which proposes additional costs; and

WHEREAS the Commission has considered Amendment #1 to the Project Plan submitted by the Planning Commission and determined that the Amendment #1 to the Project Plan for Tax Increment District #12 is economically feasible; and

WHEREAS the Council has further determined that this Amendment #1 to the Project Plan is in conformity with the adopted Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED by the City of Deadwood that Amendment #1 to the Tax Increment District Project Plan for Tax Increment District #12 and is hereby, approved as submitted by the Deadwood Planning Commission.

Dated at Deadwood, Lawrence County, South Dakota, this 19th day of October, 2020.

City of Deadwood

\_\_\_\_\_  
David Ruth Jr., Mayor

ATTEST:

\_\_\_\_\_  
Jessica McKeown, Finance Officer

# **CITY OF DEADWOOD**

## **TAX INCREMENT DISTRICT #12 PROJECT PLAN**

### **ADMENDMENT #1**

#### **Affordable Housing Stage Run Apartments**

Prepared by the  
BKE Consulting  
For the City of Deadwood  
May 6, 2019  
October 19, 2020 Amendment #1

## EXECUTIVE SUMMARY

Amendment #1 for Deadwood TIF #12 is for additional \$350,000 of infrastructure cost due to increase in material costs and site conditions. The City of Deadwood approved the original project plan to assist in the construction of 38 apartment units located in the Stage Run Development. The Deadwood/Lead Housing Study identified a need for 72-82 rental units to be developed and this project would provide half of those apartment units.

The developers have started the construction of the project. The grading and water and sewer infrastructure have been bid and completed. Also, several foundations have been completed. What remains is the electrical and telecommunications mains and services and the street infrastructure including curb and gutter, paving and sidewalks. The original cost estimate had the total cost of the streets, utilities and grading to be \$871,100. The developers have already spent over \$800,000 on the project to date. The main reason for the increase in cost is a significant increase in material costs. Because of Covid-19 on manufacturing, the construction industry has seen a large increase to material costs. In addition, the developer encountered more rock excavation than was originally estimated increasing the cost of construction. The developer will see additional costs associated with construction of the apartment units due to material cost increases.

A new cost estimate of the remaining items needed to finish the infrastructure portion of the project identifies \$298,575 of additional costs. The cost estimate identifies 2 phases as they were hoping to complete phase 1 this fall; however, these two phases will be combined into one phase. It also includes an additional \$44,786 for contingency, legal and engineering for a total of \$343,362. Based on these cost estimates, the developer is requesting an increase of \$350,000 in TIF funds to complete the infrastructure.

As the Amendment has propose an increase of more than 35% in cost, SDCL 11-9-23 must be met.

"SDCL11-9-23. Redetermination of tax increment base when project costs increased by amendment of plan.

If the municipality adopts an amendment to the original project plan for any district that includes additional project costs for which tax increments may be received by the municipality, the tax increment base for the district shall be redetermined pursuant to § 11-9-20. The tax increment base as redetermined under this section is effective for the purposes of this chapter only if it exceeds the original tax increment base determined pursuant to § 11-9-20. The provisions of this section do not apply if the additional project costs are thirty-five percent or less than the amount approved in the original project plan and the additional project costs will be incurred before the expiration of the period specified in § 11-9-13."

Based on conversation with Lawrence County Department of Equalization staff, they indicated the improvements to the property will not show until the new property values are established on November 1<sup>st</sup>. The Amendment does not project any increase in base value of the Tax Increment District. The proposed Amendment does increase the anticipated payout of the TIF from 9 year to 18 years.

All changes that are part of Amendment #1 are in **bold**.

## INTRODUCTION

Tax Increment Financing is a method of financing improvements and development in an area, which has been determined to be blighted or will stimulate and develop the general economic welfare and prosperity of the State. South Dakota Codified Law (SDCL) Chapter 11-9 give municipalities the ability to create and use Tax Increment Financing as a tool to encourage either the redevelopment of property and/or economic development opportunities in the community. Deadwood Tax Increment District #12 was created to stimulate the economic welfare of the state, region, and community by promoting commercial development.

The assessed value of a district is determined by the South Dakota Department of Revenue at the time the district is created by the City Council. This valuation is termed the Tax Increment Base for the district, or simply the "base valuation." As the property taxes for the property are paid, that portion of the taxes paid on the Base Valuation continue to go to those entities, (City, County, School, etc.), which levy property taxes.

When in succeeding years the assessed valuation of the district increases, the total property taxes paid by the owners of property in the district will increase accordingly. That increase in taxable valuation is the "increment." When the tax bills are paid, only that portion of the tax bill, which results from the Base Valuation, is paid to the taxing entities. The remainder of the tax bill, known as the tax increment, is deposited in a special fund. It is this plan, which determines how these accumulated funds will be used. It is anticipated that one or more of the properties in this proposed Tax Increment District will be used for commercial purposes. The creation of this Tax Increment District for economic development purposes will not require an additional levy to make up for the School District's share of the property taxes included in the Tax Increment.

For the purpose of this document, the following terms are defined as the following:

### *Affordable Housing*

For the purposes of SDCL13-13-10.9, affordable housing is only those tax increment financing districts 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, being used by the South Dakota Housing Development Authority, as of the date the district is created, for a minimum of five years following the date of first occupancy.

### *Base Valuation 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. (SDCL § 11-9-20)

### *Blighted Areas*

- A. Areas conducive to disease or crime defined as blighted. Any area, including slum area, in which the structures, buildings, or improvements, by reason of:
  - (1) Dilapidation, age, or obsolescence;
  - (2) Inadequate provisions for ventilation, light, air, sanitation, or open spaces;
  - (3) High density of population and overcrowding;
  - (4) The existence of conditions which endanger life or property by fire and other causes;or
- (5) Any combination of such factors;

are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and which is detrimental to the public health, safety, morals, or welfare, is a blighted area. (SDCL § 11-9-9)

B. Developed areas impairing growth defined as blighted. Any area which by reason of:

- (1) The presence of a substantial number of substandard, slum, deteriorated, or deteriorating structures;
- (2) Predominance of defective or inadequate street layouts;
- (3) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- (4) Insanitary or unsafe conditions;
- (5) Deterioration of site or other improvements;
- (6) Diversity of ownership, tax, or special assessment delinquency exceeding the fair value of the land;
- (7) Defective or unusual conditions of title;
- (8) The existence of conditions which endanger life or property by fire and other causes; or
- (9) Any combination of such factors; substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition and use, is a blighted area. (SDCL § 11-9-10)

C. Open areas impairing growth defined as blighted. Any area which is predominantly open and which because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, or otherwise, substantially impairs or arrests the sound growth of a municipality, is a blighted area. (SDCL § 11-9-10)

*City*

City of Deadwood, South Dakota

*Developer*

Stage Run Properties, LLC

*Developer's Agreement*

The agreement between Developer and City concerning this Tax Incremental District.

*District*

Deadwood Tax Incremental District #12.

*Economic Development*

That 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

The improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the district. (SDCL § 11-9-8)

*Fiscal Year*

The fiscal year of City of Deadwood.



*Grant*

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. (SDCL § 11-9-1(3))

*Infrastructure Improvements*

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.

*Municipality*

Any incorporated city or county in the state. (SDCL § 11-9-1(4))

*Planning Commission*

The City of Deadwood Planning and Zoning Commission.

*Project Costs*

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. (SDCL § 11-9-14)

*Project Plan*

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. (SDCL § 11-9-1(6))

*Taxable Property*

All real taxable property, in accordance with SDCL 10-4, located in a Tax Incremental District.

*Tax Incremental District*

A contiguous geographic area within a City and/or County defined and created by resolution of the governing body and named City of Deadwood Tax Incremental District #12.

*Tax Increment Valuation or Increment*

The total value of the Tax Incremental District minus the tax incremental base pursuant to SDCL § 11-9-19.

## OVERVIEW

Through this document, the City of Deadwood Planning and Zoning Commission addresses legal requirements of specifying a Project Plan for the development of Tax Incremental District #12. The plan proposes that tax increment funds generated by the development of multifamily dwelling units that will be used to pay for the costs associated with improvements involving sitework and utilities improvements that are necessary for the multifamily development to take place.

Principal elements addressed in this plan include the following:

1. Existing uses and proposed development activities within the designated Tax Incremental District boundary;
2. Developer's planned economic development proposal within the legally established Tax Incremental District project area;
3. Listing of estimated Project Costs that are proposed for the Tax Incremental District and that will be funded by incremental tax revenues generated within the District;
4. Description of proposed method of financing estimated Project Costs specified in Item 3 above;
5. Specific delineation of the Tax Incremental Base, as specified under South Dakota Law (SDCL 11-9), and the fiscal impact of the proposed Tax Incremental District project upon those entities levying taxes on property in the District; and
6. Economic feasibility of the overall development project and its associated ability to generate incremental tax revenue sufficient to retire the debt incurred in the process of funding Project Costs referenced in Item 3 above.

## TAX INCREMENT DISTRICT

**Tax Increment District #12 was created on May 6, 2019 by Resolution 2019-17 and the Project Plan was approved by Resolution 2019-18 also on May 6, 2019.** TID #12 is located east side of the Stage Run subdivision (see Exhibit 1). All projects that are funded through tax increment financing must be located within the District and must be under construction within five years of creation of the District.

## BASE VALUE ANALYSIS OF THE CITY OF DEADWOOD

State law requires that tax increment districts cannot exceed ten percent of the taxable value of City of Deadwood (SDCL § 11-9-7). This value for City of Deadwood is approximately \$216,680,997. The total amount of value allowed in Tax Increment Districts in the City of Deadwood is \$20,295,494. The Department of Revenue **has certified the base value of the District at \$68,173 and has identified it as an Affordable Housing TIF.** In Table #1, it documents the current active Tax Increment Districts in the City of Deadwood and their base values when they were created. The creation of this District does not exceed the maximum value allowed in Tax Increment Districts.

<b>Table #1</b>	
<b>Base Value Analysis</b>	
2018 Deadwood Valuation	\$216,680,997
SDCL 11-9-7 - 10% Based Valuation	\$20,295,494
Tax Incremental District #6	\$140,605
Tax Incremental District #8	\$878,448
Tax Incremental District #9	\$551,358
Tax Incremental District #10	\$9,551,358
Tax Incremental District #11	\$3,484,490
Tax Incremental District #12	<b>\$68,173</b>
Total Base Value in Tax Incremental Districts	<b>\$14,674,432</b>
<b>Base Valuation Remaining</b>	<b>\$6,872,510</b>

## PROJECT DEVELOPMENT

The developer is proposing to construct a series of duplex and 4-plex apartment buildings on a recently platted lot on the east of the Stage Run development. The units will be an up/down duplex units connected a two-stall garage with a few just duplex units. The units will be similar to units the developer constructed on the west side of the development. The size of all units will be two bedrooms and two bath and 835 square feet.

In 2018, the South Dakota Legislature changed a number of the provisions to the Tax Increment Financing statutes. One of the changes was defining how Tax Increment Financing can be used for affordable housing. For multifamily housing, the rental rates must meet the following requirements – “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, being used by the South Dakota Housing Development Authority, as of the date the district is created, for a minimum of five years following the date of first occupancy.” South Dakota Housing Development Authority rental rate for a two-bedroom apartment is \$1,284. With the assistance of Tax Increment Financing, the developer is planning to have the rates in the \$900 to \$1,000 per month range which significantly lower than the minimum rate requirement. As part of the associated Developer Agreement, the developer will be required to provide documentation on the previous year rental rates to ensure compliance with the state statutes.

In the recent adopted Comprehensive Plan Housing Element, the community identified a number of “wish list” items which included more housing (of all types), affordable and quality housing and apartments/multi-family housing units. In addition, the Comprehensive Plan Housing Element first two principles are:

- Improve the availability of housing for all income levels, making it possible for more people to both live and work in Deadwood.
- Encourage the development of a variety of housing types to better meet the needs of individuals throughout their lifetimes.

The propose development helps meet the adopted Deadwood Comprehensive Plan’s “wish list” items and principles of to diversify the housing option available to residents at an affordable level.

This need for this type of housing was identified in the 2016 Deadwood/Lead Housing Study. In that report, it identified a need for 72-82 rental units to be developed by 2021. The study was

completed before expansion of a number of hotel/gaming establishments and the announcement of the expansion of the Sanford Underground Research Facility for LBNF/DUNE facility. This growth is putting additional pressure for all types of housing in the community.

All project expenditures must be completed within five years. Should the tax increment revenues exceed the anticipated loan payments, the district debt would be retired early resulting in the full value of the property being returned to the tax rolls more quickly.

## **EXISTING LAND USES**

The property is currently vacant/open space except for old storage/barn building. Lot C2 of Block 1 of Palisade Tract, Deadwood Stage Run Addition is identified as Commercial within the Stage Run Planned Unit Development Designation. Multi-family dwelling units are an allowed use as part of the Planned Unit Development. Tract B-1A of Tract B of M.S. 751 is zoned Park Forest. (see Exhibit 2)

## **PROPOSED LAND USES/ZONING**

There will be no proposed changes to any land uses or zoning. Lot C2 of Block 1 of Palisade Tract, Deadwood Stage Run Addition has a Neighborhood Residential land use designation on the Deadwood Comprehensive Plan Future Land Use Map. Tract B-1A of Tract B of M.S. 751 has a Forest Reserve land use designation on the Deadwood Comprehensive Plan Future Land Use Map. (See Exhibit 3)

## **CHANGES TO THE MASTER PLAN, MAP, BUILDING CODES, AND MUNICIPAL ORDINANCES**

This plan does not address issues of or changes to the Deadwood Comprehensive Plan or map, master plan, building codes or municipal ordinances since none of these actions are required to implement the provisions of this Project Plan.

## **PROPOSED METHOD FOR THE RELOCATION OF DISPLACED PERSONS**

No statement of a proposed method for the relocation of displaced persons is included, since such displacement is not applicable with respect to this Tax Incremental District project.

## **ELEMENTS OF THE PROJECT PLAN**

This Project Plan, as required by SDCL 11-9-13, will address the following elements:

- 1) Public Works and Other Improvements;
- 2) Economic Feasibility Study;
- 3) Project Costs;
- 4) Fiscal Impact Statement; and,
- 5) Financing Method Description.

Additionally, the following exhibits are offered:

- Tax Increment District Boundary Map
- Existing Land Use
- Existing Zoning
- Proposed Improvements

## 1. PUBLIC WORKS AND OTHER IMPROVEMENTS (SDCL § 11-9-13 (1))

The project plan includes the following Tax Increment District costs associated with the proposed development. (Exhibit #4):

Removals, Demolition & Mobilization	\$42,000
<b>Sitework &amp; Excavation</b>	<b>\$495,600</b>
Amendment Increase	<u><b>\$100,000</b></u>
Total	<b>\$594,600</b>
<b>Utilities</b>	<b>\$174,500</b>
Amendment Increase	<u><b>\$100,000</b></u>
Total	<b>\$274,500</b>
<b>Interior Streets</b>	<b>\$159,000</b>
Amendment Increase	<u><b>\$150,000</b></u>
Total	<b>\$309,000</b>
<b>Total cost of all improvements</b>	<b>\$1,221,100</b>

## 2. ECONOMIC FEASIBILITY STUDY (SDCL § 11-9-13 (2))

Tax Increment District #12 was created in accordance with SDCL 11-9-2 to 11-9-11. The Department of Revenue has certified the base value as \$68,173. As the Amendment has propose an increase of more than 35% in cost, SDCL 11-9-23 must be met and the base value must be recertified. Based on Lawrence County records, the estimated recertified based value will \$73,480.

### CERTIFIED BASE VALUATION OF PROPERTY IN TAX INCREMENT DISTRICT #12 - \$68,173

## EXPECTED INCREASE IN VALUATION

The applicant is proposing to construct 38 apartment units in the Stage Run Development. It is estimated that the cost of the proposed expansion will be approximately **\$4,650,000** and **4,581,827** in new assessed value.

### ESTIMATED FUTURE VALUATION OF PROPOSED DISTRICT

Certified Based Value of District	\$	68,173
Estimated Assessed Value of Project	\$	<b>4,650,000</b>
Other Anticipated Increases in Assessed Value	\$	0
Estimated Total Increment Valuation	\$	<b>4,581,827</b>

## REVENUE ESTIMATES FROM TAX INCREMENTS

The Plan anticipates 40 semi-annual payments over 20 years. The potential negative short-term impact on the various taxing entities will be offset by the increase in the tax base in future years.

### Non-Agricultural (Other) 2019 Tax Levies and Percentage of Total Levy

Taxing Entity	Tax Levy	% of Total Levy
School District 40-1	.011376	53.78%
City of Deadwood	.004978	23.53%
Lawrence County	.004000	18.90%
Sanitary District	.000799	3.78%
<b>Total Mill Levy</b>	<b>.021153</b>	

**2019 Non-Agricultural Tax Rate: 21.153 Mills**

The estimated tax increment available to pay for project costs in the Plan can be calculated by multiplying the anticipated tax rate by the increment in valuation. This calculation results in the following tax increments, which become available as taxes are paid for the applicable periods. This plan does not anticipate any additional increment other than those identified in the plan.

#### OVERALL PROJECTED TAX INCREMENT INCOME

Built Date	Assessment Date	Taxes Paid	Commercial Increment	Tax Increment
2019	2020	2021		
2020	2021	2022		
2021	2022	2023	<b>\$4,581,827</b>	<b>\$88,525</b>
2022	2023	2024		<b>\$88,525</b>
2023	2024	2025		<b>\$88,525</b>
2024	2025	2026		<b>\$88,525</b>
2025	2026	2027		<b>\$88,525</b>
2026	2027	2028		<b>\$88,525</b>
2027	2028	2029		<b>\$88,525</b>
2025	2026	2027		<b>\$88,525</b>
2026	2027	2028		<b>\$88,525</b>
2027	2028	2029		<b>\$88,525</b>
2028	2029	2030		<b>\$88,525</b>
2029	2030	2031		<b>\$88,525</b>
2030	2031	2032		<b>\$88,525</b>
2031	2032	2033		<b>\$88,525</b>
2032	2033	2034		<b>\$88,525</b>
2033	2034	2035		<b>\$88,525</b>
2034	2035	2036		<b>\$88,525</b>
2035	2036	2037		<b>\$88,525</b>
2036	2037	2038		<b>\$88,525</b>
2037	2038	2039		<b>\$88,525</b>
2038	2039	2040		<b>\$88,525</b>
2031	2032	2033		<b>\$88,525</b>
2032	2033	2034		<b>\$88,525</b>
2033	2034	2035		<b>\$88,525</b>
2034	2035	2036		<b>\$88,525</b>
2035	2036	2037		<b>\$88,525</b>
2036	2037	2038		<b>\$88,525</b>

**TOTAL TAX INCREMENT EXPECTED TO ACCRUE BY 12/31/30: \$1,416,405**

NOTE: Tax increment payments are calculated using 90% of estimated future property valuation and 100% of expected **2019** mill levy.

### **3. PROJECT COSTS** (SDCL § 11-9-13 (3))

The following description is the costs associated with the development of the multi-family housing in the Stage Run Addition. These include site development, utilities, and interior streets, fees, and other costs.

#### **Tax Incremental District #12 Development Costs**

	Development Costs <sup>(1)</sup>	Tax Incremental District Costs <sup>(2)</sup>	Total Costs
Capital Costs			
Removals, Demolition & Mobilization		\$42,000	\$42,000
Sitework & Excavation		\$495,600	\$495,600
<b>Amendment Increase</b>		<b>\$100,000</b>	<b>\$100,000</b>
Building Construction (38 units)	\$4,037,500		\$4,037,500
Utilities		\$174,500	\$174,500
<b>Amendment Increase</b>		<b>\$100,000</b>	<b>\$100,000</b>
Interior Streets		\$159,000	\$159,000
<b>Amendment Increase</b>		<b>\$150,000</b>	<b>\$150,000</b>
Sub-Total	\$4,037,500	<b>\$1,221,100</b>	<b>\$5,099,600</b>
Contingency Costs	\$403,750	\$217,775	\$621,525
Capital Cost Total	\$4,441,250	<b>\$1,438,875</b>	<b>\$5,721,125</b>
Professional Fees			
Engineering	\$87,110		
<b>Legal (Amendment)</b>		<b>As Billed</b>	<b>As Billed</b>
Financing Costs (only District related)		<b>\$572,253</b>	<b>\$572,253</b>
Interest			
Administrative Costs ( <b>Amendment</b> )		<b>\$10,000</b>	<b>\$10,000</b>
Organization Costs			
Project Plan Preparation		\$15,000	<b>\$15,000</b>
<b>Amendment Increase</b>		<b>\$5,000</b>	<b>\$5,000</b>
Total Costs	<b>\$4,528,360</b>	<b>\$2,041,128</b>	<b>\$6,569,488</b>

<sup>(1)</sup> SDCL § 11-9-16(5) - A list of estimated nonproject costs.

### **District Project Costs** (SDCL § 11-9-14)

The following costs have been identified as eligible costs to be included in the Project Plan.

Kind of Project	Number of Projects	Location	Amount	Reference <sup>(2)</sup>
Capital Costs	5	District	<b>\$1,438,875</b>	11-9-15(1)
Financing Costs	1	District	<b>\$572,253</b>	11-9-15(2)
Real Property Assembly				11-9-15(3)
Professional Fees			<b>As billed</b>	11-9-15(4)
Imputed Administrative Costs			<b>\$10,000</b>	11-9-15(5)
Relocation Costs				11-9-15(6)
Organizational Costs		District	<b>\$20,000</b>	11-9-15(7)
Discretionary Costs and Grants				11-9-15(8)
Eligible Project Costs			<b>\$2,041,128</b>	

<sup>(2)</sup> 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 increment 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 increment 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 obligations prior to maturity and a reserve for the payment of principal and interest on obligations in an amount determined by the governing body to be reasonably required for the marketability of obligations;
- (3) Real property assembly costs, including the actual cost of the acquisition by a municipality of real or personal property within a district less any proceeds to be received by the municipality from the sale, lease, or other disposition of 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 a district 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 a district, the implementation of project plans, or to stimulate and develop the general economic welfare and prosperity of the state. No payment or grant may be used for any residential structure pursuant to § 11-9-42.

Based on discussion with the City, it was determined that the maximum allowed expenditures would not exceed \$300,000 and other **\$350,000 with this amendment for a total of \$650,000** not including financing costs. This was due the current city debt capacity and potential other City projects. This **Amended** Project Plan authorizes a **\$650,000** of Tax Increment Financing to use for the **\$2,041,128** of eligible costs plus financing costs. The remaining balance will be the responsibility of developer.

**AMENDED AUTHORIZE TOTALCONSTRUTION COSTS AND FEES ..... \$650,000**  
**ESTIMATED TOTAL ELIGIBLE FINANCING COSTS ..... \$572,253**  
**ESTIMATED TOTAL ELIGIBLE PROJECT COSTS ..... \$1,175,566**



#### **4. FISCAL IMPACT STATEMENT** (SDCL § 11-9-13 (4))

The impact on taxing entities can be derived from determining the tax increment anticipated during the life of the district. The true impact on taxing entities of the Plan is the increase in valuation of the property within the Tax Increment District. The taxing entities are only foregoing that income during the life of the district and will realize that income as soon as the debt from the project costs in the Plan is retired. The purpose of this Plan is to encourage that increase in valuation.


At first glance it may appear that the negative impact on the various taxing entities is notable. But when it is considered that without the use of the Tax Increment Finance proposed in this plan it is very likely that there would be no increase in the taxable value of the property within this District or, at least, any increase would be significantly delayed, the impact can be considered truly positive.

The impact on the various taxing entities after the Tax Incremental District is influenced by the entity's relative share of the total tax levy burden within the District. A specific entity would receive its relative proportion of the estimated annual taxes that would become available to all taxing entities after the Tax Incremental District debt is retired or the District is dissolved, whichever occurs first.

#### **NET IMPACT ON TAXING ENTITIES**

<b>Year Pd</b>	<b>NA Increment*</b>	<b>School</b>	<b>City</b>	<b>County</b>	<b>Sanitary</b>	<b>Total</b>
2021						
2022						
2023	4,581,827	\$47,609	\$20,833	\$16,740	\$3,344	\$88,525
2024	4,581,827	\$47,609	\$20,833	\$16,740	\$3,344	\$88,525
2025	4,581,827	\$47,609	\$20,833	\$16,740	\$3,344	\$88,525
2026	4,581,827	\$47,609	\$20,833	\$16,740	\$3,344	\$88,525
2027	4,581,827	\$47,609	\$20,833	\$16,740	\$3,344	\$88,525
2028	4,581,827	\$47,609	\$20,833	\$16,740	\$3,344	\$88,525
2029	4,581,827	\$47,609	\$20,833	\$16,740	\$3,344	\$88,525
2030	4,581,827	\$47,609	\$20,833	\$16,740	\$3,344	\$88,525
2031	4,581,827	\$47,609	\$20,833	\$16,740	\$3,344	\$88,525
2032	4,581,827	\$47,609	\$20,833	\$16,740	\$3,344	\$88,525
2033	4,581,827	\$47,609	\$20,833	\$16,740	\$3,344	\$88,525
2034	4,581,827	\$47,609	\$20,833	\$16,740	\$3,344	\$88,525
2035	4,581,827	\$47,609	\$20,833	\$16,740	\$3,344	\$88,525
2036	4,581,827	\$47,609	\$20,833	\$16,740	\$3,344	\$88,525
2037	4,581,827	\$47,609	\$20,833	\$16,740	\$3,344	\$88,525
2038	4,581,827	\$47,609	\$20,833	\$16,740	\$3,344	\$88,525
2039	4,581,827	\$47,609	\$20,833	\$16,740	\$3,344	\$88,525

\*The increment value increase is based on 90% of full and true value.

 Estimated Payout for Tax Increment District #12

There is impact on the Lead-Deadwood School Districts but because this Tax Incremental District meets the requirements of SDCL 13-13-10(9) for affordable housing development, the impact is only for the Capital Outlay and Special Education portion of the School District mill levy. The Tax Incremental District retains that portion of the increment that would go to the Lead-Deadwood School Districts; however, the State makes up the difference to the School District to their General Fund. It is estimated that the Tax Increment District #12 will dissolve at the end of 2036.

##### **5. FINANCING METHOD** (SDCL § 11-9-13 (5))

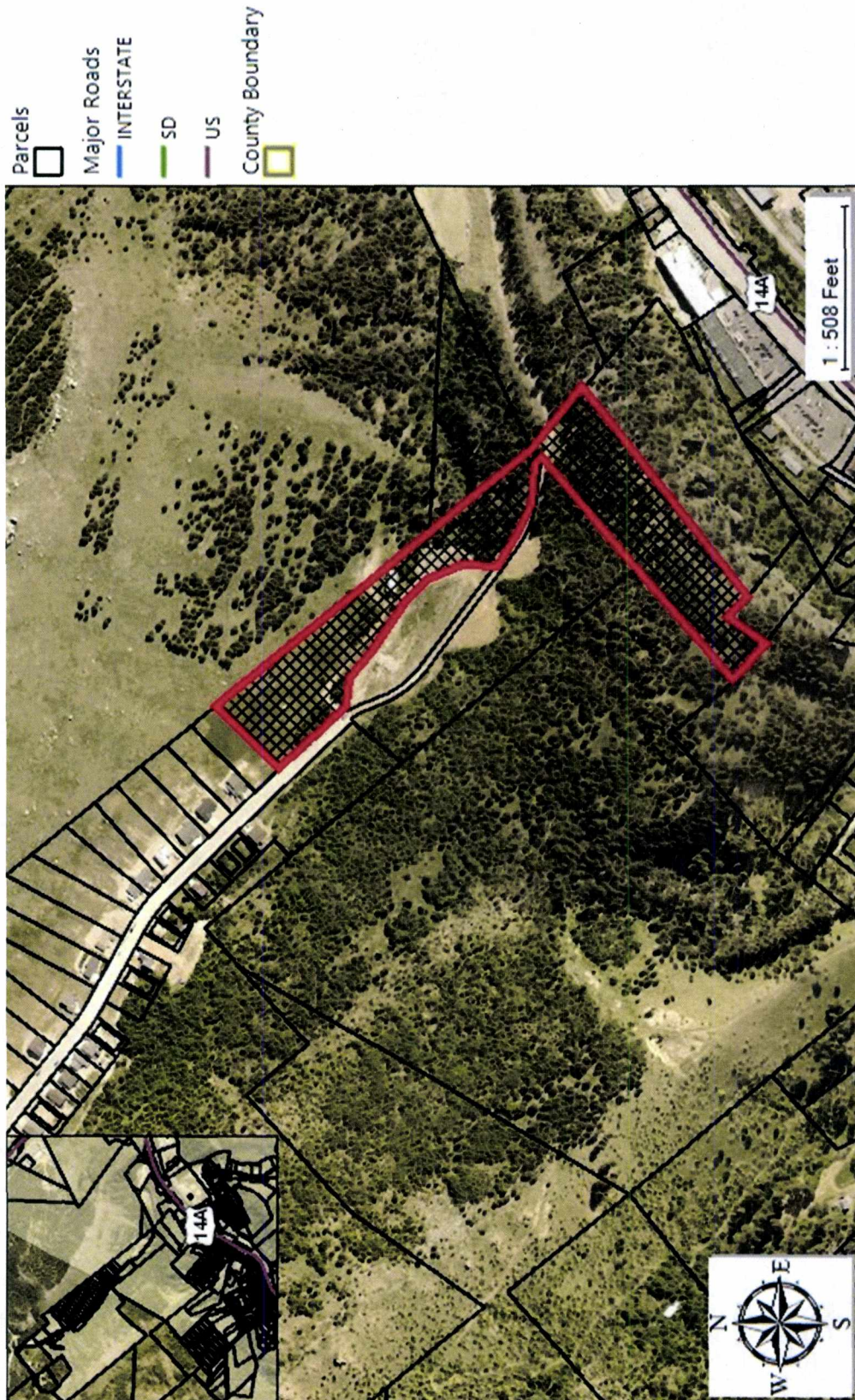
The financing method to be used in the funding of this Plan is to be obtained by the Developer. Since the Developer will be responsible for any principle and interest payments due, it is imperative that adequate growth and improvements are occurring to offset the cost of those improvements. If the tax increment revenues exceed the anticipated loan payments, the debt will be retired early. Deposits made in the Tax Incremental District as taxes are paid on the property in succeeding years will retire the debt on the Tax Incremental District Project Costs covered in the Plan. The City of Deadwood Finance Officer will make the disbursements from that fund in accordance with this Plan. According to SDCL 11-9-25, positive tax increments will be allocated to that fund until the debt from the project costs is retired or twenty years.

	YEAR 2019	BALANCE FORWARD	PROJECT COST	INTEREST	NEW BALANCE	TIF PAYMENT	CAPITALIZED INTEREST	YEAR END BALANCE
1	2019.1	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	2019.2	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2	2020.1	\$0	\$262,500	\$9,188	\$271,688	\$0	\$9,188	\$271,688
	2020.2	\$271,688	\$262,500	\$18,697	\$552,884	\$0	\$18,697	\$552,884
3	2021.1	\$552,884	\$62,500	\$21,538	\$636,923	\$0	\$21,538	\$636,923
	2021.2	\$636,923	\$62,500	\$24,480	\$723,902	\$0	\$24,480	\$723,902
4	2022.1	\$723,902	\$0	\$25,337	\$749,239	\$0	\$25,337	\$749,239
	2022.2	\$749,239	\$0	\$26,223	\$775,462	\$0	\$26,223	\$775,462
5	2023.1	\$775,462	\$0	\$27,141	\$802,603	\$44,263	\$0	\$758,341
	2023.2	\$758,341	\$0	\$26,542	\$784,883	\$44,263	\$0	\$740,620
6	2024.1	\$740,620	\$0	\$25,922	\$766,542	\$44,263	\$0	\$722,279
	2024.2	\$722,279	\$0	\$25,280	\$747,559	\$44,263	\$0	\$703,296
7	2025.1	\$703,296	\$0	\$24,615	\$727,912	\$44,263	\$0	\$683,649
	2025.2	\$683,649	\$0	\$23,928	\$707,577	\$44,263	\$0	\$663,314
8	2026.1	\$663,314	\$0	\$23,216	\$686,530	\$44,263	\$0	\$642,267
	2026.2	\$642,267	\$0	\$22,479	\$664,747	\$44,263	\$0	\$620,484
9	2027.1	\$620,484	\$0	\$21,717	\$642,201	\$44,263	\$0	\$597,938
	2027.2	\$597,938	\$0	\$20,928	\$618,866	\$44,263	\$0	\$574,603
10	2028.1	\$574,603	\$0	\$20,111	\$594,715	\$44,263	\$0	\$550,452
	2028.2	\$550,452	\$0	\$19,266	\$569,718	\$44,263	\$0	\$525,455
11	2029.1	\$525,455	\$0	\$18,391	\$543,846	\$44,263	\$0	\$499,583
	2029.2	\$499,583	\$0	\$17,485	\$517,069	\$44,263	\$0	\$472,806
12	2030.1	\$472,806	\$0	\$16,548	\$489,354	\$44,263	\$0	\$445,092
	2030.2	\$445,092	\$0	\$15,578	\$460,670	\$44,263	\$0	\$416,407
13	2031.1	\$416,407	\$0	\$14,574	\$430,982	\$44,263	\$0	\$386,719
	2031.2	\$386,719	\$0	\$13,535	\$400,254	\$44,263	\$0	\$355,991

14	2032.1	\$355,991	\$0	\$12,460	\$368,451	\$44,263	\$0	\$324,188
	2032.2	\$324,188	\$0	\$11,347	\$335,535	\$44,263	\$0	\$291,272
15	2033.1	\$291,272	\$0	\$10,195	\$301,467	\$44,263	\$0	\$257,204
	2033.2	\$257,204	\$0	\$9,002	\$266,206	\$44,263	\$0	\$221,944
16	2034.1	\$221,944	\$0	\$7,768	\$229,712	\$44,263	\$0	\$185,449
	2034.2	\$185,449	\$0	\$6,491	\$191,940	\$44,263	\$0	\$147,677
17	2035.1	\$147,677	\$0	\$5,169	\$152,846	\$44,263	\$0	\$108,583
	2035.2	\$108,583	\$0	\$3,800	\$112,384	\$44,263	\$0	\$68,121
18	2036.1	\$68,121	\$0	\$2,384	\$70,505	\$44,263	\$0	\$26,243
	2036.2	\$26,243	\$0	\$918	\$27,161	\$44,263	\$0	\$0
19	2037.1	\$0	\$0	\$0	\$0	\$44,263	\$0	\$0
	2037.2	\$0	\$0	\$0	\$0	\$44,263	\$0	\$0
20	2038.1	\$0	\$0	\$0	\$0	\$44,263	\$0	\$0
	2038.2	\$0	\$0	\$0	\$0	\$44,263	\$0	\$0

<b>Totals</b>		<b>\$650,000</b>	<b>\$572,253</b>		<b>\$1,222,253</b>		<b>\$125,462</b>	
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Exhibit #1  
Tax Increment District #12 Boundary





# Exhibit #2 Tax Increment District #12 Zoning Districts

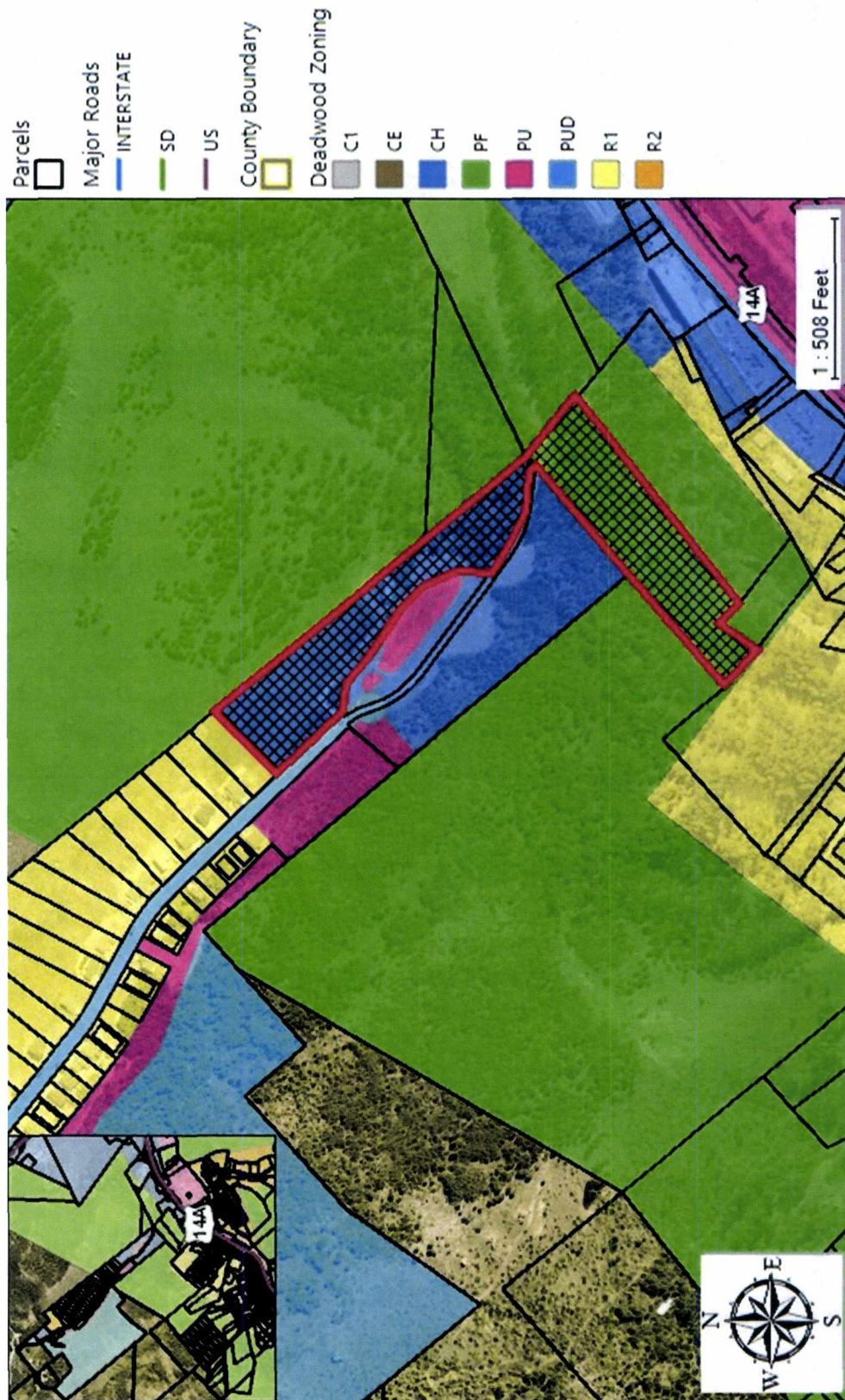
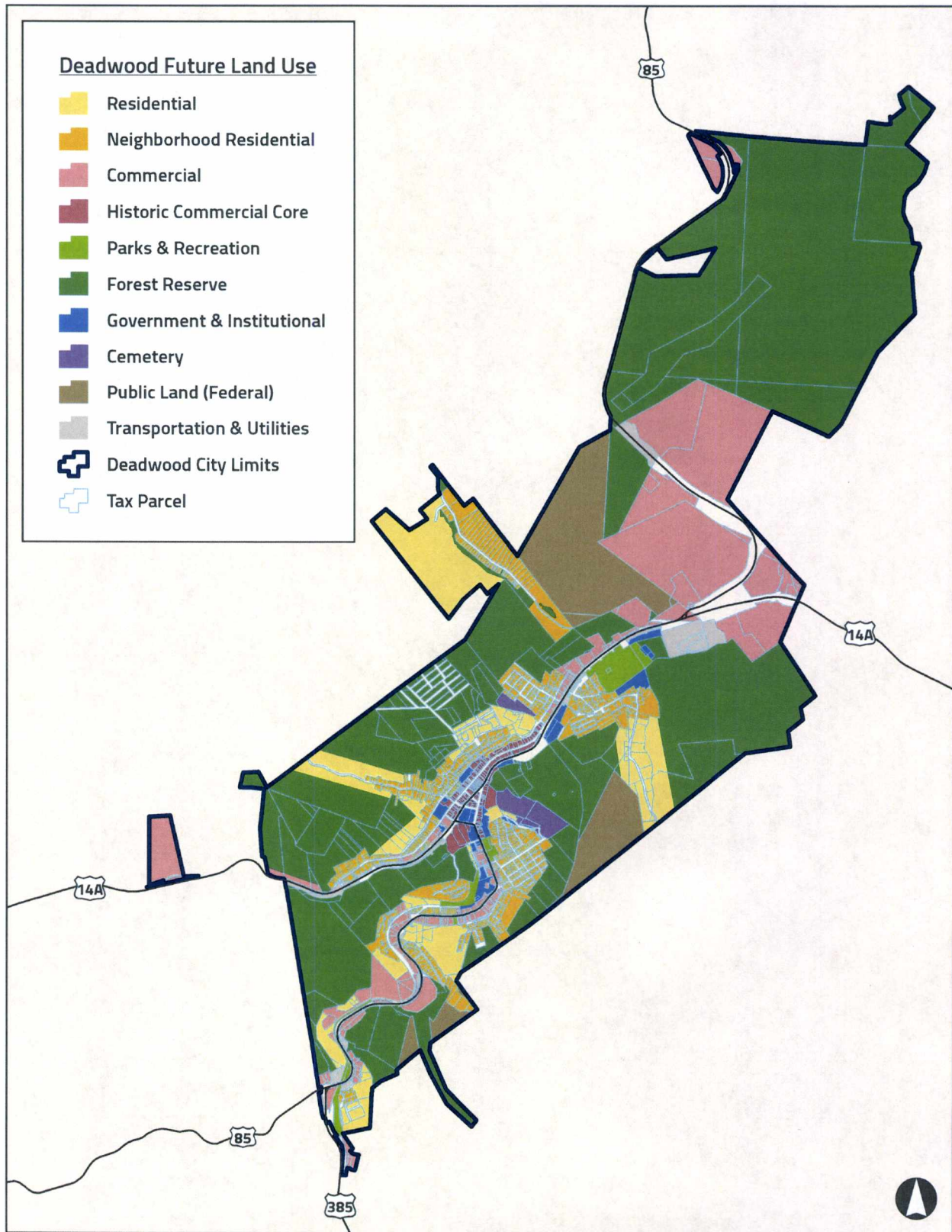


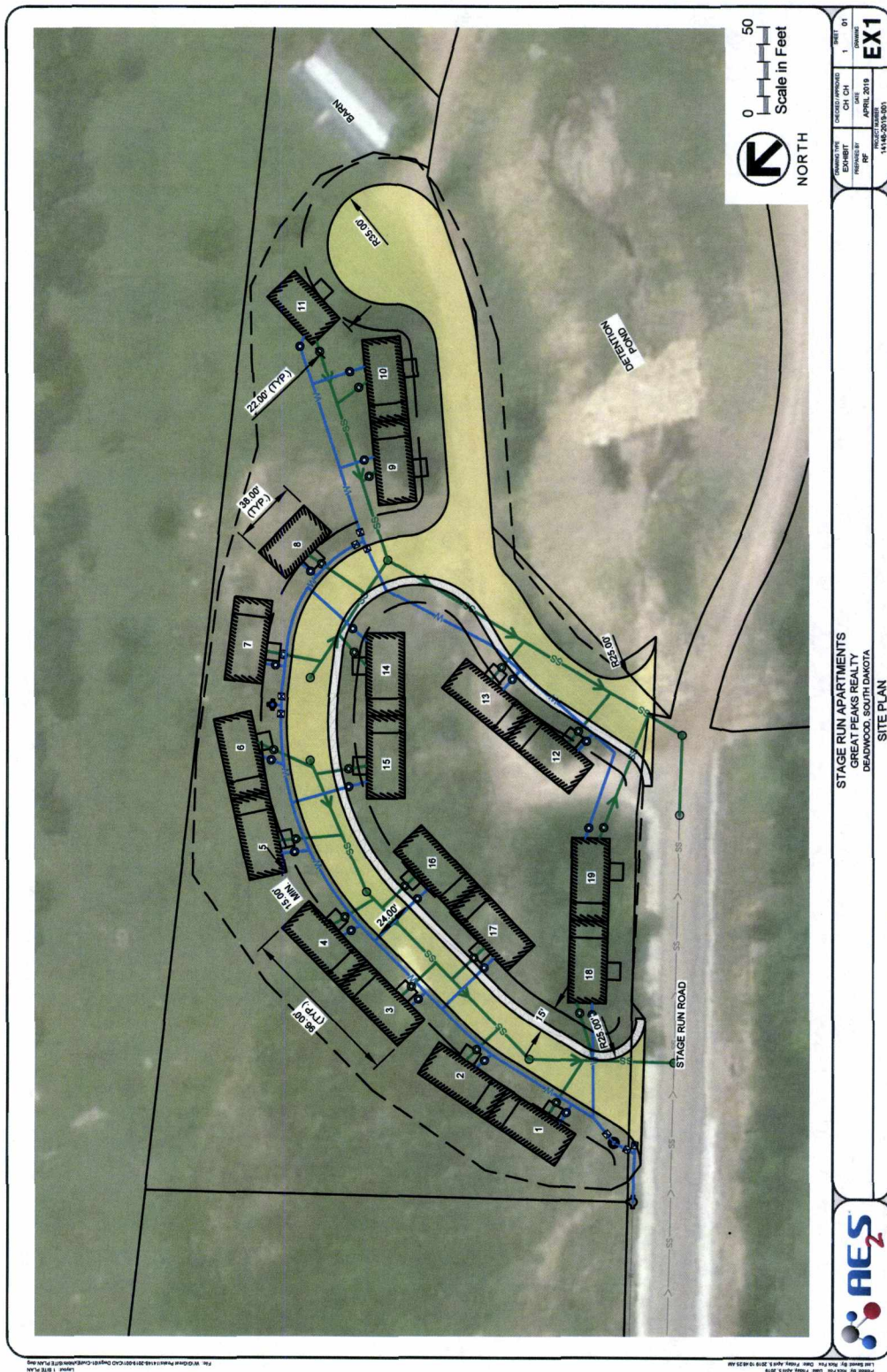


Exhibit #3  
Deadwood Comprehensive Plan Future Land Use Map





# Exhibit #4 Stage Run Apartment Site Plan and Improvements





**CONTRACT FOR PRIVATE DEVELOPMENT  
TAX INCREMENT DISTRICT #12  
AMENDMENT #1**

THIS AMEMNDED AGREEMENT, made and entered into as of this 21<sup>st</sup> day of September, 2020, between SECOND STAGE, LLC (herein referred to as "Developer"), a South Dakota limited liability company, and the City of Deadwood, a municipal Corporation and political subdivision of the State of South Dakota supersedes the original agreement date May 6, 2019. This Amendment shall only apply to Section 4, Section 5, and Section 7.

SECTION 4. As reimbursement for the eligible project costs identified in the approved project plan, the City agrees to pay the Developer a grant in an amount not to exceed \$1,175,566. This sum is comprised of a principal balance of **\$650,000** for site development and \$572,253 in interest costs based on that balance. The interest is calculated at 7% on the principal balance per annum for up to a twenty (20) year period. Interest will begin to accrue upon the principal amount upon approval of the Developer's Agreement. Interest will continue to accrue and be paid until the principal balance is retired or upon the end of the twenty (20) year period in which payments can legally be made pursuant to state law. Any interest that accrues prior to funds being disbursed to the Developer under this Agreement will be capitalized by the City. The City's Finance Office will develop an amortization schedule to track the amount of principal and interest owed to the Developer. The Developer and the City agree that if the principal balance is retired in less than twenty (20) years the City will only be responsible for paying the Developer an amount equivalent to the interest accrued for the term that the principal balance was outstanding. The Developer will secure financing to fund estimated project costs for construction of costs of site improvements, utility improvements, and interior streets specified in the approved Project Plan authorizes up to **\$650,000** in front-end project costs for repayment utilizing project tax increment revenue receipts. Project funding to be secured by the Developer, anticipated to be in the form of a bond or note, will bear an average interest rate over the life of the loan not to exceed seven percent (7.00%) per annum. Further, borrowed funds secured through third-party financing shall not be eligible for interest rate reimbursement exceeding the actual interest rate charged by the third-party lending source, notwithstanding the maximum interest rate specified above.

Documentation of third-party loan secured by Developer, including amount of principal, interest rate and repayment or amortization schedule, shall be provided to City by Developer. Additionally, both parties acknowledge and agree that loan repayment information, including year-end loan balances, are necessary for City to comply with annual outstanding debt reporting information required by the State of South Dakota, and Developer agrees to provide such required information so that City can prepare such reports in a timely manner.



SECTION 5. Total estimated project costs, as set forth in the approved Project Plan, are as follows:

**Capital Costs**

Removals, Demolition & Mobilization	\$42,000
Sitework & Excavation	\$594,600
Utilities	\$274,500
Interior Streets	\$309,000
Contingency Costs	\$217,775
	<hr/>
	\$1,438,875

**Financing Costs (only TIF related)**

Interest (7%)	\$572,253
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**Professional Fees**

Legal	As Billed
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<b>Administrative Costs</b>	\$10,000
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**Organization Costs**

TIF Plan Preparation	\$20,000
Sub-Total	<hr/>
	\$20,000

<b>ESTIMATED TOTAL ELIGIBLE PROJECT COSTS</b>	<b>\$2,041,128</b>
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SECTION 7. All positive tax increments received from Tax Increment District #12 shall, upon receipt by the City, be deposited in a special fund to be known as the "Tax Incremental District #12 Fund." The City shall, within thirty (30) days after receipt of each tax increment payment from the Lawrence County Treasurer, disburse all amounts in the fund to the Developer, or its designee, subject to the following limitation: At no time shall the cumulative total payments from the fund exceed the smaller of: (a) the total amount of Project Costs of **\$650,000**, as specified in Section 4 of this Agreement; plus all associated financing costs, in an amount not to exceed the interest rate limitation specified in Section 4; or (b) disbursements in the amount certified pursuant to Section 6 of this Agreement; plus all associated financing costs, in an amount not to exceed the interest rate limitation specified in Section 4.

Dated at Deadwood, Lawrence County, South Dakota, this 21<sup>st</sup> day of September 2019.

City of Deadwood

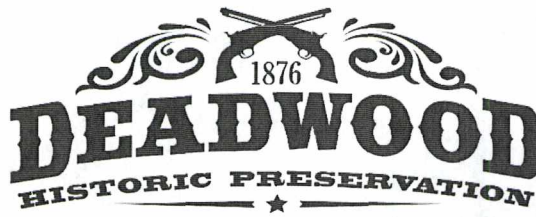
Stage Run Properties, LLC

\_\_\_\_\_  
Dave Ruth, Jr.  
Mayor

\_\_\_\_\_  
Scot Munro, Member

ATTEST:

\_\_\_\_\_  
Jessica McKeown  
Finance Officer



## MEMORANDUM

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**Date:** October 15, 2020  
**To:** Deadwood City Commission  
**From:** Bob Nelson, Jr., Public Works Director  
**Re:** Change Order – South ADA Access Event Complex

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During the construction of the Event Complex South ADA Access project and more specifically near the completion of the project several items identified by City Staff needed to be corrected or altered prior to use by the public. All of the items identified were changes not a result of the contractor's workmanship or the engineers design. Several of the owner directed changes were a result of the materials used and adjacent grades accessing the ADA bridge.

Staff directed the contractor to reset the wood planking on the walking surface, side rails, handrails, and Crescent Street and Ramp Access to ensure the safety of the public. Due to openings being too large on the safety railing and the walking surface due to material shrinking; alterations needed to happen prior to access being granted. Additionally, the contractor was asked to add hard surface compacted gravel at the entrance of the ADA ramp to be compliant.

The additional owner directed work totaled \$4,976.95 in labor costs and the change order is warranted. This project is now completed and has been utilized during events, the additional access has proven to be an incredible access/egress for the public.

Original Contract amount was \$29,677.72, with the addition of Change Order #1 the total Contract will be \$34,554.67.

**Recommended Motion:** *Move to approve change order #1 in the amount of \$4,876.95 for the Owner Directed Changes to the Event Complex South ADA Access project.*

# **P L CARPENTRY & Associates**

Cell: (605) 591-9870 Office: 574-3938  
22894 S. Rochford Road, Hill City, SD 57745

DATE Sept. 15<sup>th</sup> 2020

## **INVOICE**

NAME / ATTENTION City of Deadwood / Event Center Handicap Bridge  
ADDRESS Crescent Stn CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE \_\_\_\_\_ CELL \_\_\_\_\_ FAX \_\_\_\_\_  
E-MAIL \_\_\_\_\_

QTY.	UNIT	DESCRIPTION	PRICE	AMOUNT
		The where extras from Building Inspector		
		And Changes at Street Entrance		
		Design changes: Add and elevations		
		NOT TO THE BID		
		Shawby w. stair case planking request		
		to be tiefer, Ramp height changed to fit		
		code, ramp to walk bridge changed		
		to better accomodate Access to ramp		
		o Side rails install to print/Drawing		
		Changed at Inspector's request		
		o Added gravel on Bottom of ramp		
		and Bottom of walk Bridge		
		to stamped concrete		
		All Labor for work above		4758 -
NOTES/COMMENTS			SUB TOTAL	4758 -
			TAX	118 95
			TOTAL	4876 95
			(-) DEPOSIT	—
			AMOUNT DUE	4876 95

*Thank you for your business.* Unless other arrangements have been made we do expect payment **within 14 days**, so please process this invoice within that time. There will be a 2.5% interest charge per month on late invoices.



## MEMORANDUM

---

**Date:** October 15, 2020  
**To:** Deadwood City Commission  
**From:** Bob Nelson, Jr., Public Works Director  
**Re:** Emergency Repairs Grandstands

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During the construction of the South ADA access project a tremendous amount of rotten stairs, railings and support posts were discovered on the South end of the Main Grandstands. The repairs needed to be completed immediately for the safety of the public. City staff worked with PL Carpentry to remove the rotten and unsafe materials and replaced all of the safety railing and support members. This work involved seventy hours of work from PL Carpentry and 100 hours of City Staff. The repairs have been completed and the grandstands are back in a safe condition.

**Recommended Motion:** *Move to approve to pay PL Carpentry in the amount of \$3,444.00 for emergency repairs to the grandstands. To be paid from HP Capital Assets – Repairs.*

# **P L CARPENTRY & Associates**

Cell: (605) 591-9870 Office: 574-3938  
22894 S. Rochford Road, Hill City, SD 57745

DATE Oct 5<sup>th</sup> 2020

## **INVOICE**

NAME / ATTENTION City of Deadwood  
ADDRESS Ernst Carter Grandstands CITY Deadwood STATE SD ZIP \_\_\_\_\_  
PHONE \_\_\_\_\_ CELL \_\_\_\_\_ FAX \_\_\_\_\_  
E-MAIL \_\_\_\_\_

QTY.	UNIT	DESCRIPTION	PRICE	AMOUNT
		Replace Guard rail on Grandstands		
		cut off Ends of walkway Rotin		
		Jackup main beam logs cut off rot		
		Install new Skirt board at the end of walkway		
		Stairs		
		Install new Brace logs		
		Install new upright log		
		Install Top log for Railing cap		
		2/3 new total of 20 hrs. @ 48 per	48 per	3360 -
		10% overhead		
		3444 -		
		10% 344.40		
		<del>3788.40</del>		
		Total Due		
NOTES/COMMENTS			SUB TOTAL	3360 -
Thank you!			SD. TAX	84 -
3788.40			TOTAL	3444 -
			(-) DEPOSIT	
			AMOUNT DUE	

Thank you for your business. Unless other arrangements have been made we do expect payment within 14 days, so please process this invoice within that time. There will be a 2.5% interest charge per month on late invoices.





## MEMORANDUM

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**Date:** October 15, 2020  
**To:** Deadwood City Commission  
**From:** City Department Heads  
**Re:** IPS Group Contract/Parking Management System.

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Senior staff has spent substantial time in researching parking management systems to better serve the community. As a result of this research, staff is requesting City Commission approval to enter into contract with IPS Group who will help streamline our parking management system.

The various city departments working on parking management currently use approximately eight (8) different computer applications to manage parking. A large obstacle to staff is these systems do not integrate with each other and are using antiquated technology. This absorbs unnecessary and valuable time from staff by constantly addressing the various deficiencies and discrepancies.

After the thorough research, senior staff is recommending entering into an agreement with IPS Group to immediately upgrade the technology used to manage parking. This will also allow the City to create a comprehensive parking plan to bolster revenues and ensure compliance.

Deadwood's 2019 Legislative Audit advised and strongly recommended the City find a solution for better management and addressing the delinquencies of our current parking system. Partnering with IPS Group now will allow this action to begin in January 2021.

Parking and Transportation planned and budgeted for up to \$200,000 for parking system enhancements in the City's 2021 adopted budget. Action and approval now allows the setup and building of the system. Initial costs are estimated to be \$67,000 related to this portion of the plan with the first billing occurring in January 2021.

Thank you for your consideration to this matter.

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**AGREEMENT TO PURCHASE PARKING TECHNOLOGY  
AND RELATED SERVICES**

**This Agreement To Purchase Parking Technology And Related Services** ("Agreement") is made effective October 1, 2020 (the "Effective Date"), by and between the City of Deadwood SD, a municipal corporation (the "City"), and IPS GROUP, INC., a Pennsylvania corporation ("IPS"), with reference to the following:

**RECITALS**

- A. City is a duly organized and validly existing under the laws of the State of South Dakota with the power to carry on its business as it is now being conducted under the statutes of the State of South Dakota.
- B. IPS is a Pennsylvania corporation that is qualified to do business in the State of South Dakota. IPS markets and supports a variety of parking technologies, hardware, software and related services.
- C. City and IPS desire to enter into this Agreement for IPS to deliver and install its parking technology hardware (the "Equipment") and related software services (the "Services", and collectively "Equipment and Services") to the City upon the terms and conditions set forth below. The Equipment and Services are described in Attachments A.

Now, therefore, the parties agree as follows:

**TERMS AND CONDITIONS**

**1. Term of Agreement.**

- 1.1. **Initial Term.** The term of the Agreement means the period from the Effective Date above and will be in effect for a period of five (5) years ("Initial Term").
- 1.2. **Option to Extend.** City shall have the option to extend the term of the Agreement for five (5) additional one (1) year increments, for a total period of ten (10) years. City shall notify IPS of its intention to exercise the option to extend the Agreement at least ninety (90) days prior to the end of each such term, absent which the term shall automatically renew for the next one (1) year period.

**2. IPS Services.**

- 2.1. **Scope of Services.** IPS agrees to diligently undertake, perform, and complete all of the services described in Attachment A as directed by the City. In the case of any conflict, the Terms and Conditions section of this agreement shall supersede information contained in the Attachments or Exhibits contained herein.

**3. City Services & Responsibilities.** The City agrees to:

- 3.1. Make available to IPS any currently existing documents, data or information required for the performance of this Agreement, including any material updates therein.
- 3.2. Designate a representative authorized to act on behalf of the City.
- 3.3. Keep, at its own cost and expense, the Equipment in good repair, condition and working order,



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adhering to any requirements for preventative maintenance.

- 3.4. Notify IPS of any need for customer service support or warranty repair work and will coordinate the return process with IPS.
- 3.5. Be solely responsible for meter posts and housings, including keeping meter posts, keys locks and housings in good working order and in compliance with all applicable laws.
- 3.6. Comply with applicable national, state, and local laws and regulations in any way relating to the possession or use of the Equipment and Services.

#### **4. Equipment Delivery, Installation and Acceptance.**

- 4.1. IPS shall deliver new, fully tested Equipment. No used or previously owned Equipment will be allowed unless otherwise agreed to in writing by the City.
- 4.2. Delivery and installation of all Equipment will take place during standard business hours.
- 4.3. Unless otherwise notified in writing, the Equipment shall be deemed accepted by the City and to its satisfaction no later than ten (10) business days following completed installation or thirty (30) days following delivery, whichever occurs first.

#### **5. Compensation**

- 5.1. The City will compensate IPS for the IPS Equipment and Services, as set forth in Attachment B.
- 5.2. City further agrees to pay to IPS the amounts specified in Attachment B on a Net 30 basis from the date of invoice.
- 5.3. For any merchant accounts held by IPS for the benefit of the City, IPS shall be entitled to withhold any banking, interchange, gateway, convenience, service, merchant account, or other monthly fees when remitting a monthly net amount to the City.
- 5.4. Payment for the Equipment shall be due and paid upon delivery of each batch or invoiced line item of Equipment to the City.
- 5.5. City agrees to promptly notify IPS in writing of any dispute with any invoice, and those invoices for which no such notification is made within 10 business days after receipt of the respective invoice shall be deemed accepted by the City.
- 5.6. City shall pay interest on any invoices amounts with are unpaid after 30 days at a rate of 1.5% per month (18.0% per year, effective rate) and the maximum allowable by law, whichever is less, from the date such amounts become due. For amounts that are in excess of 90 days past due, City agrees to pay all costs incurred by IPS to collect any overdue amounts.
- 5.7. All pricing excludes any taxes that may be applicable to the City. Any applicable taxes will be added to invoices and will be paid by the City on submission of an invoice. Exemption from the payment of applicable taxes shall be provided by the City in writing. The City indemnifies IPS against any claim for payment of any such taxes.
- 5.8. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for

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the U.S. City Average, and will not exceed 3% compounded annually. Such pricing adjustments shall require 90 days' notice.

**6. Risk and Title.**

- 6.1. IPS shall bear risk of loss of the Equipment, including any damage sustained during transportation to the delivery site. Risk in the Equipment shall pass to City upon delivery. Transfer of title to Equipment shall only pass to City upon full payment for the Equipment.

**7. Warranties.**

- 7.1. IPS shall provide a limited 12-month warranty on the Equipment as described in Attachment A, IPS Limited Warranty. Extended warranties are available for an additional fee.
- 7.2. IPS shall provide technical support via telephone Mondays through Fridays from 8:00 AM to 4:00 PM PST. IPS can provide on-site services at the City's request. Lead times and costs for such services will be provided at the time of the request. IPS shall ensure the availability of current manuals and shall provide all manuals for any future upgraded or new services to the City.
- 7.3. Wireless Coverage & Longevity: IPS does not operate a mobile wireless network, but relies on third party carriers for this service. City agrees that it is not a 3<sup>rd</sup> party beneficiary from any agreements between IPS and its carrier partners, and as there is no direct contract between the City and the carrier for this agreement, the wireless carrier shall have no liability of any kind created by this Agreement. Carriers from time to time may change coverage areas, wireless technology platforms or make other network changes that are not within the control of IPS. During the term of this contract, IPS shall provide the City the ability to upgrade or change carriers as needed at the prices contained herein or at such prices as may be agreed. Any such change or upgrades shall be at the sole cost and discretion of the City.
- 7.4. IPS warrants that the software Services will substantially conform to the applicable scope of work. IPS does not warrant that the software Services will operate uninterrupted or error-free. IPS will use commercially reasonable efforts to deliver to the City software Services free from any viruses, programs, or programming devices designed to modify, delete, damage or disable the software Services or City data.
- 7.5. City warrants that it shall not share usernames or passwords to allow any 3<sup>rd</sup> party, including but not limited to consultants, agents, or any other individuals, to gain access to Equipment and Services of any kind without the written permission of IPS. City further agrees to not do anything that could potentially compromise the security of IPS Equipment and Services or use IPS Equipment and Services in any manner which could violate local, provincial, state or federal law.
- 7.6. THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE WARRANTIES. IPS AND ITS 3<sup>RD</sup> PARTY SUPPLIERS PROVIDE SOFTWARE SERVICES "AS IS". THE EXTENT OF IPS'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR DEFECTIVE SOFTWARE SERVICE. IPS DOES NOT PROVIDE ANY WARRANTY OF ANY KIND WITH REGARDS TO 3<sup>RD</sup> PARTY EQUIPMENT, WIRELESS COVERAGE OR SOFTWARE SERVICES, WHETHER SUPPLIER IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE. IPS AND ITS 3<sup>RD</sup> PARTY SUPPLIERS AFFIRMATIVELY EXCLUDES ANY

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AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

7.7. The provisions of this Section will survive expiration or termination of this Agreement.

**8. Intellectual Property and Ownership.**

- 8.1. IPS represents and warrants that it owns or has acquired all requisite rights and licenses to use all intellectual property embodied, practiced or employed in IPS Equipment and Services being used by the City.
- 8.2. IPS hereby grants the City, including its departments, commissioners, officials, officers, employees, consultants, and agents (collectively, "City") all the rights and licenses required to use IPS Equipment and Services. Such rights and licenses are limited, non-assignable, non-transferable and non-exclusive, and solely for the City's internal use for the specific purposes of this Agreement.
- 8.3. All pre-existing and independently developed intellectual property (including copyrights), and any derivation thereof, including but not limited to designs, models, inventions, processes, methodologies, software, associated documentation, software upgrades, modifications and customizations, copyrightable material and other tangible and intangible materials authored, and combinations thereof, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by the IPS and provided to the City ("Pre-Existing and Independently Developed IP") will at all times remain the sole and exclusive property of IPS and/or its vendors. Nothing in this Section or elsewhere in this Agreement shall be construed as assigning, selling, conveying, or otherwise transferring any ownership rights or title in IPS's Pre-Existing and Independently Developed IP.
- 8.4. IPS understands the nature of public information and the requirement for the City to adhere to all rules and laws that apply to public information, such as the Freedom of Information Act, Public Records Act(s), and the like. The City agrees that it shall not knowingly agree, whether directly or indirectly, sell, loan or rent any equipment or allow any third party to gain access to equipment, software, back-office software, reporting or documentation provided by IPS for any purpose, including but not limited to the purposes of inspection, benchmarking or reverse engineering or evaluation without the prior written consent of IPS, or as mandated by applicable law or any binding order of Court.
- 8.5. The provisions of this Section will survive expiration or termination of this Agreement.

**9. Confidential Information.**

- 9.1. "Confidential Information" shall mean, without limitation, all strategic information, business plans, data, sketches, drawings, pictures, business records, customers lists, marketing plans, policies and procedures, pricing, product information, drawings, source code, API documentation, designs, specifications, information relating to processes, technologies, methodologies, concepts or theory and any or all other information which may be disclosed by the disclosing party to the recipient that

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may reasonably be considered to be proprietary and non-public data, including correspondence both written and verbal and identified as "confidential".

- 9.2. The recipient acknowledges the competitive value and confidential nature of the Confidential Information and the damages that would result to the disclosing party if any such information were disclosed or misused, therefore, recipient will keep Confidential Information protected, utilizing the same level of care and discretion that is used by the recipient to protect similar sensitive information, and shall not be disclosed by the recipient in any manner whatsoever.
- 9.3. The recipient shall have no non-disclosure obligation hereunder with respect to any Confidential Information which (A) has been legally made public, other than by acts of the recipient in violation of this Agreement or (B) was or becomes independently known or available to the recipient, on a non-confidential basis, from a source other than the disclosing party and which is not subject to any restrictions or disclosure or (C) is independently developed by the receiving party, such independent development being reasonably documented or (D) is disclosed with written permission by the disclosing party or (E) is obligated to be produced where required by a court order.
- 9.4. The recipient shall notify the disclosing party promptly of any loss, misuse or misappropriation of the Confidential Information. Recipient agrees that no license, either expressed or implied, is hereby created or granted to recipient by disclosing party to use any of the Confidential Information. All rights and title to the Confidential Information shall remain in the disclosing party.

## **10. Dispute Resolution.**

- 10.1. If any dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to meet and confer and negotiate in good faith prior to initiating a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum and to the extent possible, one senior level individual with decision making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation via a mutually agreed third party, with the cost of mediation equally shared between the City and IPS or as otherwise agreed to between the parties. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described above.

## **11. Termination of Agreement for Cause.**

- 11.1. If either the City or IPS violates any material term or condition of this Agreement or fails to fulfill in a timely and proper manner its obligations under this Agreement, then the aggrieved party may give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within 30 calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party. The option to terminate will be at the sole discretion of the aggrieved party.

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**12. Termination of Agreement for Convenience.**

- 12.1. If at any time during the term of this Agreement, the City is unable to budget funds to support this contract due to financial constraints, a declaration of bankruptcy or financial insolvency, the City may terminate this Agreement for convenience upon ninety (90) days written notice of such termination. Upon a termination for convenience, City waives any claims for damages, including but not limited to loss of anticipated revenues or profits. As IPS's sole remedy and City's sole liability, City will pay IPS in full for all outstanding invoices for products provided and services rendered on or before the date of termination for convenience, as well as reasonable costs incurred by IPS related to the labor, both direct and indirect, and materials used specifically in the process of terminating the contract for convenience.

**13. Insurance.**

- 13.1. IPS agrees to obtain and maintain during the term of this Contract the following minimum insurance. Certificates of Insurance: Prior to commencing work under the contract, IPS agrees to furnish Certificates of Insurance coverage as set forth below. The premiums for such insurance shall be paid by IPS.
- 13.2. Commercial General Liability.
- i. Minimum Limits: IPS shall obtain minimum limits of \$1,000,000.00 each occurrence for bodily injury and property damage, \$1,000,000.00 general aggregate, \$1,000,000.00 products/completed operations aggregate, and \$1,000,000.00 personal and advertising injury. The general aggregate limit shall apply on a "Per Project" basis. These minimum limits may be obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.
  - ii. Additional Insured: If IPS is required to indemnify certain parties, then IPS shall include such indemnified parties as additional insureds under its Commercial General Liability Policy for liability due to IPS's negligence resulting from IPS's work for the indemnified parties. A copy of the additional insured endorsement shall accompany IPS's certificate of insurance.
- 13.3. Automobile Liability, including bodily injury and property damage coverage.
- i. Minimum Limits: IPS shall obtain minimum limits of \$2,000,000.00 each occurrence for all owned, hired, and non-owned vehicles written on a policy form equivalent to Insurance Services Office coverage form CA 0001. These minimum limits may be obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.
- 13.4. Workmen's Compensation. IPS shall obtain Worker's Compensation in accordance with Federal and State Laws for all States in which work is performed.
- i. Waiver of Subrogation: IPS shall provide a waiver of subrogation with respect to workers compensation in favor of the City. A copy of the endorsement shall be attached to the certificate of insurance.
- 13.5. Employer's Liability Coverage. IPS shall obtain Employers Liability Coverage of at least \$1,000,000.00 each accident, \$1,000,000.00 disease policy limit and \$1,000,000.00 disease each employee.

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- 13.6. Professional [E&O], Data Breach, and Cyber Liability. IPS shall maintain Professional (E&O), Data Breach Liability, and Cyber Liability coverage in the amount of not less than \$2,000,000.00 per claim. Coverage may be written on a claims made basis.
- 13.7. Cancellation: IPS shall provide to contract holder 30 days' notice in the event of cancellation, termination, or non-renewal without replacement. This notice shall be 10 days in the event cancellation for non-payment of premium.
- 13.8. Carrier Rating: All carriers must have an AM Best rating of no less than A IX.

#### **14. Indemnification and Limits of Liability**

- 14.1. IPS agrees to defend with counsel reasonably acceptable to the City and indemnify City, its elected and appointed officials, officers, agents, employees, contractors and agents (collectively, the "Indemnified Parties") from and against losses, claims, expenses (including, but not limited to, reasonable attorneys' fees), costs, liabilities or damages (collectively, "Losses") arising from IPS's breach of its obligations under this Agreement, arising from IPS's acts or omissions, for any Losses incurred by or asserted against any one or more or all of the Indemnified Parties by reason of damage to property or injury to, or death of, any person, caused by the acts, omissions, or negligence of IPS, its employees, agents or contractors. IPS shall not be responsible for any Losses attributable to acts, omissions, or negligence of the Indemnified Parties, including misuse or abuse of IPS Equipment and Services, nor for any Losses arising directly or indirectly caused by acts of vandalism.
- 14.2. Notwithstanding the foregoing, this indemnification shall not apply to claims made by third parties in instances in which (a) IPS simply followed the directions or instructions provided by City; (b) City changed, modified or altered the services rendered or tasks performed by IPS such that, absent City's actions, no such claims would have been brought against IPS and/or City; or (c) the claims asserted by a third party derive from the combination of technology and/or intellectual property of IPS when used with City's owned or licensed technology and/or intellectual property such that, absent such combination, no such claims could have independently been brought by or against IPS.
- 14.3. In order for City to obtain the indemnification from IPS specified herein, City must: (a) promptly notify IPS in writing of the claims for which indemnification is sought; (b) provide IPS with copies of all pleadings, writings and documents pertaining to such claim; (c) permit IPS to control the defense of such claim and all settlement discussions in regards to resolving such claim; and (d) provide reasonable cooperation to Contactor in regards to the litigation or negotiation of a resolution of such claim. Notwithstanding the foregoing sentence, IPS will not enter into any settlement without City's prior written consent, unless all third party claims against City are released without any further liability on City's part. This paragraph shall survive the termination or expiration of this Agreement.
- 14.4. Nothing in this Agreement shall constitute any form of real or implied revenue guarantee by IPS.
- 14.5. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, ANTICIPATED RENVUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR

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OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. THE TOTAL CUMMULATIVE LIABILITY INCURRED BY IPS IN CONNECTION WITH THIS AGREEMENT SHALL BE SOLELY LIMITED TO THE AMOUNT PAID TO IPS IN AN AMOUNT EQUAL TO THE PRECEDING 6 MONTHS TOTAL FEES PRIOR TO THE CLAIM.

14.6. CUSTOMER AGREES THAT IPS SHALL NOT BE LIABLE FOR ANY LOSS, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, ANTICIPATED RENVUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND RESULTING FROM INTERRUPTION OF OR OTHER DEFICIENCIES IN WIRELESS OR INTERNET SERVICE, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE.

14.7. Both Parties acknowledge that the Limitations of Liability set forth above are fundamental elements of this Agreement, without which IPS would not have entered into this Agreement.

**15. Liens and Taxes.**

15.1. City shall keep the Equipment free and clear of all levies, liens, and encumbrances, except those created by this Agreement. City shall pay, when due, all charges and taxes (local, state, and federal), which may now or hereafter be imposed in conjunction with this Agreement.

**16. Notices.**

16.1. All notices under this Agreement must be in writing, shall refer to the title and effective date of this Agreement, and shall be sufficient if given personally, sent and confirmed electronically, or mailed certified, return receipt requested, postage prepaid, and at the address hereinafter set forth or to such address as such party may provide in writing from time to time. Any such notice will be deemed to have been received five days subsequent to mailing. Notices shall be sent to the following addresses:

IPS:  
IPS Group, Inc.  
7737 Kenamar Court  
San Diego, CA 92121  
Attn: Chad Randall  
chad.randall@ipsgroupinc.com  
tel: 858-4040-0607

City:  
City of Deadwood  
SD  
  
jeramyr@cityofdeadwood.com  
Attn: Jeramy Russell  
tel: 605-578-2082

**17. Relationship of the Parties.**

17.1. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association between the parties, and both parties shall be and remain independent entities. Neither party has the right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever, except as otherwise provided in this Agreement.

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**18. Assignment.**

- 18.1. Should the City enter into an agreement with a third party for parking operations during the term of this Agreement, IPS shall provide that operator the same rights, terms, and conditions as included in this Agreement. Such assignment shall not be effective unless and until the City has provided notice to the IPS of such assignment, and any such third party will be required to adhere to all terms and conditions contained herein.
- 18.2. IPS may not assign, hypothecate or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City, which shall not be unreasonably withheld.

**19. General Provisions.**

- 19.1. Waiver. A waiver of any breach of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No delay or failure on the part of either party to insist on compliance with any provision of this Agreement shall constitute a waiver of such party's right to enforce such provision, no matter the length of the delay. In the case of any granted waiver by the consenting Party, which must be provided in writing, such waiver shall not constitute a waiver of the same obligation or any other obligation under this Agreement.
- 19.2. Modification or Amendment. No oral modifications shall be effective and nothing shall be deemed as a modification of this Agreement unless provided in writing and signed by both Parties.
- 19.3. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations or warranties not contained in this Agreement, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality or specifications of this Agreement shall be binding on either party without the written consent of both parties.
- 19.4. Injunctive Relief. The parties agree that a breach of the obligations in Section 8 ("Intellectual Property and Ownership") and Section 9 ("Confidential Information") may cause irreparable harm to the affected party, the amount of which would be impossible to ascertain, and that there is no adequate remedy at law. Notwithstanding the provisions of Section 10 ("Dispute Resolution"), and in addition to any other rights and remedies it may have, the affected party shall have the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any provision of this Agreement, and both parties agree that no bond or other security shall be required in obtaining such equitable relief and consents to the issuance of such injunction and to the ordering of specific performance without proof of actual damages.
- 19.5. Integration. This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of such taken together shall constitute only one Agreement, superseding all prior understandings, oral or written; and it is expressly understood and that this Agreement does not obligate either party to enter into any other or further agreements.



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- 19.6. **Governing Law.** This Agreement shall not be construed against either party regardless of which party drafted it. This Agreement shall be construed and enforced according to the laws of the State of South Dakota, without regards to conflict-of-laws principles, and all local laws, ordinances, rules, and regulations.
- 19.7. **Venue and Jurisdiction.** The City and IPS agree that the venue shall be in Lawrence County, South Dakota. Any litigation arising out of this Agreement may only be brought in either the United States District Court, or the Superior Court of South Dakota, County of Lawrence, South Dakota, as appropriate. The parties agree that venue exists in either court, or each party expressly waives any right to transfer to another venue. The parties further agree that either court will have personal jurisdiction over the parties to this Agreement.
- 19.8. **Attorney's Fees.** If any suit, action, arbitration or other proceeding is instituted upon this Agreement or to enforce rights, judgments or otherwise pursue, defend or litigate issues, or any other controversy arises from this Agreement, the prevailing party shall be entitled to recover from the other party and the other party agrees to pay the prevailing party, in addition to costs and disbursements allowed by law, such sum as the court, arbitrator or other adjudicator may adjudge reasonable as an attorney's fee in such suit, action, arbitration or other proceeding, and in any appeal. Such sum shall include an amount estimated by the court, arbitrator or adjudicator, as the reasonable costs and fees to be incurred in collecting any monetary judgment or award or otherwise enforcing each award, order, judgment or decree entered in such suit, action or other proceeding.
- 19.9. **Force Majeure.** If any party is prevented from performing its obligations stated in this Agreement by any event not within the reasonable control of that party, including, but not limited to, pandemic, acts of God, war, civil disturbance, insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, flood or storm, labor disturbances including strikes or lockouts or epidemic, and failures of public utilities (such as internet, cellular network, and electricity), it shall not be in default in the performance of its obligations stated in this Agreement. Provided, however, any party delayed by such an event shall request an extension of time to perform its obligations stated in this Agreement by notifying the party to which it is obligated within ten days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted. If any event of force majeure exists for a continuous period of more than 120 days, then either party shall be entitled to terminate this Agreement without being liable for any claim from the other party.
- 19.10. **Severability.** If any provision in this Agreement subsequently is determined to be invalid, illegal or unenforceable, that determination shall not affect the validity, legality or enforceability of the remaining provisions stated in any section or sub-section of this Agreement unless that effect is made impossible by the absence of the omitted provision.
- 19.11. **Authorization.** Both parties represent and warrant that the person executing this Agreement on behalf of each party is an authorized agent who has actual authority to bind each party to

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each and every term, condition, and obligation of this Agreement and that all requirements of each party have been fulfilled to provide such actual authority.

- 19.12. **Determination.** Notwithstanding anything to the contrary, should either Party be required to make any determination in terms of this Contract, such determination shall be made in a reasonable and objective manner.
- 19.13. **Binding Document.** The City and IPS each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, conditions, and obligations contained in the Agreement.
- 19.14. **Section Headings.** All section headings in this Agreement are for the convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.
- 19.15. **Survival of Provisions and Obligations.** Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

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**SIGNATURE PAGES WILL FOLLOW**

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In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST:

\_\_\_\_\_  
Jessica McKeown- Finance Officer

CITY  
a municipal corporation

By: \_\_\_\_\_  
David R. Ruth Jr. – Mayor

IPS GROUP, INC.,  
a Pennsylvania corporation

By: \_\_\_\_\_  
CHAD P. RANDALL  
Chief Operating Officer

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## ATTACHMENT A

### CITATION ISSUANCE

The Mobile Enforcement Solution from IPS Group is an easy-to-citation writer that ensures parking enforcement officers convenient, quick and efficient citation issuance process. An look up citation history, and once issued, citation information is office system for processing in real-time.

While lightweight and portable, the N5 Print citation writer is heavy-duty use, and can withstand extreme weather conditions and snow, and is mud-resistant (an IP65 rating; Operating STD 810F -20° to + 50° C). An integrated thermal printer produces easy-to-read tickets, and a magnetic strip and smart card reader is also included for payment collection. Other features include color photo syncing, e-chalking, and heat mapping.



use handheld experience a officer can easily transferred to a back

also rugged for such as rain, sleet, temps tested to MIL-

The Enforcement Solution is compatible with all Android devices and printer configurations. All features listed below are included:

#### Features at-a-glance

- Real-time syncing to secure/encrypted web services
- Scofflaw and customized notifications
- Customizable user dashboard
- High contrast easy-to-read screen – even in harsh daylight conditions
- Issuance and heat mapping
- Type-ahead field input
- Automatically populate fields
- LPR function
- E-chalking for timed parking
- GPS and color images
- 2mp 1080p @3fps color imager
- Automatic software updates
- Compatible with the latest Android operating system

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## ENFORCEMENT MANAGEMENT SYSTEM

The Parking Enforcement Management Solution by IPS is backed by the Enforcement Management System (EMS), a real-time web-based enforcement application that allows officers to manage all steps of the citation process lifecycle.

- **Citation Entry via Handheld Mobile Device** - Our Mobile Enforcement Solution is an easy-to-use handheld citation writer that offers a quick and efficient citation issuance process.
- **Registered Owner Inquiry** - DMV requests for registered owners are submitted each business day. Most registered owner information is retrieved within 48 hours of a citation being entered.
- **Payment Processing** - IPS provides a lockbox service where payments can be mailed by the public. IPS accepts VISA, MasterCard, Discover and American Express via the Public Portal website
- **DMV Interface** - The Enforcement Management System interfaces with NLETS (the National Law Enforcement Telecommunications Service) via highly-secured communication methods to ensure vehicle registration information such as holds and releases are obtained and processed quickly and accurately.
- **Mailing of Notices** - Notice are printed in color and provide important information to the public regarding the citation details as well as containing all information required to submit payment.
- **Telephone Customer Services** - IPS trains staff with the ability to respond to calls received in English or Spanish.
- **IVR** - The Interactive Voice Response system (IVR) provides real-time, detailed citation information linked to the City's database in English or Spanish.
- **Collections Bureau of America (CBA) 3rd Party Collections** - CBA is a privately-held corporation with 50+ years of experience in the collections industry. CBA is integrated with the IPS Enforcement Management System allowing for easy retrieval of citation data.

Officers can easily obtain high-level citation summaries and additional information on cases including photos, notices and letters; and adjudications and voids. The Enforcement Management System also interfaces with the California DMV and NLETS (the National Law Enforcement Telecommunications Service) via highly secured and encrypted communication methods to ensure vehicle registration information such as holds and releases are obtained and processed quickly and accurately.

### Features at-a-glance

- Integration with third-party (pay stations, license-plate technology (LPR), pay-by-phone
- Cross-compatible interface operating systems and devices
- Option for manual citation entry
- Advanced search capability



parking services  
recognition  
applications)  
across all

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## CITATION PAYMENT PORTAL

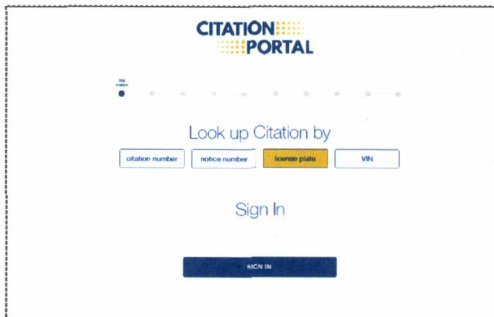
### Online Public Portal

The Online Public Portal is a website that allows citizens to access their parking citation information in real-time. Citizens can review the current status of their citation, pay or obtain information on how to contest their citation, review fine amounts including late fees, and obtain additional information.

### Features at-a-glance

- Real-time access to citation status and transaction history
- Accepts all major credit cards
- Cross-compatible interface that supports all browsers and devices

IPS accepts VISA, MasterCard, Discover and American Express via the Public Portal website. IPS provides all credit/debit-card processing via real-time authorization and processing. Credit/debit card payments are updated real-time to the citation records and receipts can be printed from the system for the public. Payments by credit card are accepted 24/7. The system secures immediate authorization from the processor, and immediately updates the permit in real time. The Public Portal website is fully PCI compliant. Citizens are allowed to submit an appeal online by entering all necessary information required by the City and given the option to upload any supporting documents with the request.



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## PERMIT MANAGEMENT SOLUTION

Our Permit Management solution offers your Agency the flexibility and convenience to manage the entire parking permit lifecycle from initial design through fulfillment via a true cloud-based system available 24/7. Online reporting of payments and other permit activities provides the Agency with maximum visibility to track and analyze data and better manage your entire permit program. Your Agency can improve the customer service experience offered to the public with our user-friendly Permit Public Portal. We offer convenient payment options, and the ability to print temporary permits upon purchase. Our solution provides the flexibility of an unlimited amount of permit types and rates including residential, guest, and daily permits, offered in multiple formats such as decals, hang tags, or electronic permits.

**Gain peace-of-mind from eliminating old paper processes.** Through one system you have fast access to the most current and accurate permit information by license plate number, location, contact name, or permit number, and order status, 24/7. Comprehensive online reporting of payments and other activities provides maximum visibility for more efficient management.

The permit system allows for real-time validation of vehicle registration information through integration with the Department of Motor Vehicles (DMV). Based on the business rules established by the Agency, the system has the ability to verify in real-time if the permit registrant's address is in the proper permit zone, as well as verify that the vehicle registration information matches the applicants desired permit zone.

The IPS Permit Management solution works as a stand-alone solution, but can also seamlessly integrate with other parts of the IPS Ecosystem, including Enforcement Management, for one powerful fully-integrated solution. Combined, these solutions are scalable to expand capabilities and maximize efficiency of permit and citation management for any Agency.

### FEATURES

- Comprehensive online reports exportable in Excel and PDF
- Process and generate renewal letters
- Provides temporary permits immediately
- Waiting List Management
- Secure log-in and access to permit information 24/7
- Online registration and permit ordering
- Vehicle and permit data uploaded in real time
- Void lost, damaged and stolen permits
- Customizable interface to match Agency branding

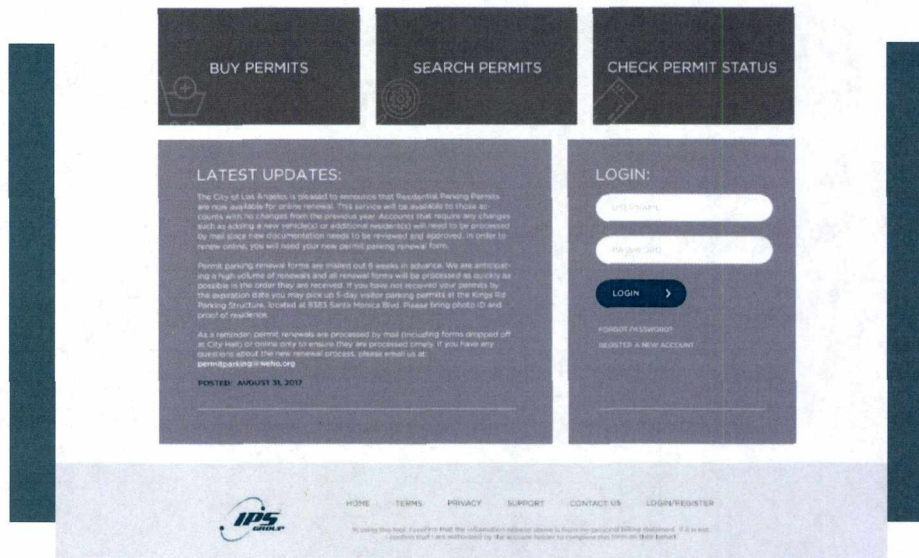
### ADDITIONAL IPS SERVICES

**PERMIT FULFILLMENT:** If a customer purchases their permit in-person at the Agency, our fulfillment center can ship the permit to the customer. The permits may be issued directly to the customer by the Agency if permit supplies are held in house.



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## PERMIT PUBLIC PORTAL



The Permit Public Portal makes it easier than ever for customers to purchase and renew parking permits online. The customer-facing website conveniently allows users to review rates and availability, apply for a permit, upload verification documents and pay online.

Account creation is easy. Applicants create their account and include vehicle information, contact information, and payment information, which streamlines the application process and eliminates the hassle of mailing forms or waiting in line to complete the process in person.

The System allows customers to upload any documents required by the Agency in order to complete their application, which is then verified by IPS or Agency staff. During the application review, Agency staff will view the uploaded files and approve or deny the application immediately. We will work closely with the Agency to determine the authentication requirements to include as part of the fulfillment process.

### Features at-a-glance

- Online registration and permit ordering
- ID/Password authentication
- Submit application and pay for parking permit
- Upload additional required documentation
- Review status of permit application
- Temporary permits available immediately
- Access via any internet browser, on any web-enabled device
- Payment accepted via any major credit card

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## IPS Limited Warranty

IPS will provide a limited parts warranty for any new meter or sensor product manufactured and supplied by IPS for 12 months under normal use. The warranty protects against defects in materials and workmanship from the point of installation or 15 months from the date of delivery, whichever is sooner, and 90 days from the date of delivery received in the case of spare or repaired products. Software Services are provided "as-is" and IPS shall provide bug fixes at no cost during the contract term.

**Additional Warranty Provisions:** IPS must have the opportunity to assist in the initial deployment and system installation. Repair or replacement under warranty of any defective product (including any meter or subcomponent) does not extend the warranty period for that product or subcomponent. IPS will either repair or replace products or subcomponents, at our discretion, that are found to be defective within the defined warranty period, with transportation costs pre-paid by the customer. Returns for credit will only apply once IPS has received defective product (including any meter or subcomponent) and confirmed that defects were within the warranty period and are covered under the terms and conditions of the warranty provided. IPS strongly recommends that customers pre-purchase spare parts inventory for immediate access. Defective parts can be replaced immediately from customer stock and IPS shall replace such components upon receipt and determination of defect. On-site labor is explicitly not included in this limited warranty. Customer shall be sufficiently trained to perform all on-site work, including meter or sub-component removal/replacement. IPS can provide additional on-site services under a separate maintenance agreement or quoted on an as-needed basis. THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE WARRANTIES. THE EXTENT OF IPS'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR DEFECTIVE SERVICE OR SOFTWARE AT THE SOLE OPTION OF IPS. IPS AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES OR SOFTWARE PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. ANY LIABILITY INCURRED BY IPS IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE CONTRACT VALUE AS SET FORTH IN THIS AGREEMENT.

**Exclusions:** Warranty voided with use of imitation or non-genuine IPS replacement parts, un-authorized alterations, abuse, vandalism, improper installation by customer, handling or general misuse to the equipment (hardware or software), including attempted repairs that result in damage. Warranty specifically excludes any consummable items such as paper, batteries, etc. Software warranty is void if usernames and/or passwords are shared with 3<sup>rd</sup> parties, or allowance of 3<sup>rd</sup> party access to IPS software without IPS written consent. Force Majeure: IPS shall not be liable for any warranty provisions where such product failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, internet services or cellular telecommunication failures caused by any of the events or causes described above. IPS provides no warranty with respect to any 3<sup>rd</sup> party hardware or software, whether supplied in connection with this Agreement or otherwise.

**Preventative Maintenance:** The primary operational elements will be a working battery, card reader, coin validator and printer (if applicable). All product surfaces should be kept clean with mild soap and water. No harsh chemicals should be used on any plastic surfaces. The card reader heads should be cleaned with a cleaning card every 1-2 months to ensure optimum performance. Cleaning cards may be purchased from IPS. Batteries should be replaced when notified by the IPS Data Management System. At 6 month increments, the coin validator shall be visually inspected for any damage or debris. Compressed air may be used to keep the card reader, coin acceptor or printer (if applicable) clear of debris, every 6 months. Additional preventative maintenance shall be administered by customer staff at such time as it is apparent to be necessary, even if it should occur on a more frequent basis than described herein.