

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA

Regular Meeting

5:00 p.m. Monday, December 21, 2020

Masks are required to be worn while in City Hall. No exceptions!
Public Meeting will be available via Zoom and we encourage remote attendance.

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 November 23 and December 7, 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 to purchase 3000 gallons of fuel at \$1.85 per gallon from Southside Oil.
- B. Remove the following employees from payroll effective December 1, 2020: Seasonal Parks Kadden Dillman, Trolley Driver Ron Blotz & Lifeguard Brittney Case.
- C. Permission for the Mayor to sign annual agreement with Neighborhood Housing Services (dba NeighborWorks) for administration of the HP Revolving Loan fund per recommendation of Historic Preservation Commission.(page 32)
- D. Permission to increase wage of Trolley Driver Randall Oldfield from \$12.73 per hour to \$13.44 after one year of service retroactive to May 7, 2020.
- E. Permission to accept P & T Committee recommendation to transfer Broadway parking lease agreement from NMD Ventures to SRK Development dba Hickok's.
- F. Permission for Mayor to sign annual parking lease with SRK Development (dba Hickok's) for twelve (12) spaces at Broadway Parking Structure in the amount of \$1,200.00 per month plus tax. (page 39)
- G. Acknowledge monthly HP bond payments for October, November and December to be paid to US Bank in that amount of \$82,055.29 for 2019 Series COP. (Outlaw Square)
- H. Permission for Mayor to sign contract with i-WorQ for Business License module in the amount of \$2150.00. (page 43)
- I. Acknowledge grant from Dept. of Homeland Security in the amount \$33,449.88 for reimbursement of radios for the fire department.
- J. Approve job description for Facilities/IT Specialist (page 48)

- K. Approve job description for Job description for Transportation Superintendent (page 57)

7. BID ITEMS

- A. Permission to advertise for bids for Whitewood Creek Improvement Project – Phase 5 and set bid opening for January 20, 2021 at 2:00 pm, with results to City Commission on February 1, 2021. Work generally consists of creek cleanup, removal of debris, vegetation management and removal, restoration planting, erosion control, and seeding.

8. PUBLIC HEARINGS

- A. Hold public hearing for Road Grub Throw Down: special full temporary liquor license Friday, August 6 through Tuesday, August 10, 2021. (page 66)
- B. Hold public hearing for Franklin Hotel New Year's Eve Ball Drop Event: street closure on December 31 and January 1. (page 75)
- C. Hold public hearing for Retail (on-off sale) Malt Beverage (RB-2445) and Retail (on sale) Liquor (RL-5542) License transfers from Bullock Hospitality LLC to SRK Development, LLC dba Bullock Hotel at 633 Main Street. (page 79)
- D. Hold public hearing for Retail (on-off sale) Malt Beverage (RB-21688) and Convention Center (on sale) Liquor (CL-0508) License transfers from NMD Venture LLC to SRK Development dba Hickok's Hotel and Casino at 685 Main Street. (page 80)
- E. Set public hearing on January 4 for Retail (on-off sale) Malt Beverage & SD Farm Wine and Retail (on-off sale) Wine and Cider Licenses for Deadwood Day Spa at 93 Sherman Street.

9. OLD BUSINESS

10. NEW BUSINESS

- A. Second Reading of Ordinance 1317 Amending BID 9 (page 81)
- B. Second Reading of Ordinance 1318 Amending BID 8 (page 87)
- C. Second Reading of Ordinance 1319 Supplemental Budget #1 for 2020 (page 92)
- D. Second Reading of Ordinance 1320 Tourist Conveyances (page 94)
- E. Adopt revised application for Tour Conveyance License (page 99)
- F. Accept Parking Transportation recommendation to approve Tourist Conveyance License renewal for Original Deadwood Tours for the 2021 season per Ordinance Section 5.40.010. (page 101)
- G. Acknowledge two abandoned tour bus licenses from the 2020 season and grant permission for public notification for available tourist conveyance licenses
- H. Resolution 2020-26 to Establish Fees for 2021 (page 102)
- I. Resolution 2020-27 Schedule of Rates for Printing (page 107)
- J. Resolution 220-28 Casino Fleet Parking (page 111)
- K. Permission to direct staff to obtain quotes to upgrade technology in Commission room for virtual meetings.
- L. Permission to pay CF Cap First Equipment Finance second annual lease (#40002396) payment in the amount of \$5,261.42 for 2020 Caterpillar 242D3 Skid Steer. (2021 Streets Equipment.)(page 112)
- M. Permission to pay CF Cap First Equipment Finance first annual lease (#40002378) payment in the amount of \$19,072.34 for 2019 Caterpillar 918M Loader. (2021 Streets Equipment.)(page 112)
- N. Permission to pay IPS Group in the amount of \$60,916.30 for the conversion to for parking management company and phase 1 of upgrading parking technology. (To be paid from 2021 Parking & Transportation Equipment budget line item. Contract approved on 10/19/20.)(page 113)

- O. Permission for police department to order budgeted 2021 Durango Pursuit in the amount not to exceed \$34,377.00. (2021 Budgeted item with no funds expended in 2020.) (page 115)
- P. Act as Board of Adjustment and approve or deny final plat legally described as Lot 8A, Block K, Original Townsite, City of Deadwood, Lawrence County, South Dakota Formerly Portions of Lots 8 and 9, Block K. Applicants are Robb and Wendy Nelson and property is located at 18 Centennial Avenue. Approved by Planning and Zoning Commission on 12/16/2020. (page 117)
- Q. Permission for Mayor to sign license/subscription agreement with Harmari by LTAS for the purpose of regulating short term rentals with in the City of Deadwood. (page 121)

11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

- A. The Deadwood Public Library is seeking applicants to serve on the Library Board of Trustees. If interested, please contact Patty at patricia@cityofdeadwood.com or 578-2821.
- B. City of Deadwood Planning and Zoning is seeking applicants to serve on the Commission. If interested please contact, Jeramy Russell at jeramyr@cityofdeadwood.com or 578-2082. Applications deadline is 5:00 p.m. on Dec. 28, 2020.
- C. City of Deadwood Buildings will be close at noon on Dec. 24th and all day on Dec. 25th.

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

<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.

SPECIAL MEETING, NOVEMBER 23, 2020

The Special Session of the Deadwood City Commission convened on Monday, November 23, 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.

NEW BUSINESS

Resolution

Mayor Ruth Jr stated the resolution addresses areas of consideration of face coverings and states what situations would be exempt. Section 1) City is not mandating masks be worn inside or at a private business. Section is listed so that private business are aware and have ability to establish levels at which they chose, also allows businesses the ability to have people removed if people chose not to comply. Section 2) addresses indoor public places owned by City of Deadwood. Spaces owned by City of Deadwood will follow mandate. Section 3) addresses outdoor public spaces owned by the City of Deadwood. Mayor Ruth Jr. stated City is trying to raise awareness and encourage people to do more for each other and believes if resolution challenges or inspires someone to wear a face covering while in town, it's doing its job. He recognizes the Governor's executive order in regards to reopening and back to normal restricts our ability to go too far or have enforcement and that is why the resolution does not have penalties. Section 4) addresses public transportation owned by City of Deadwood, which is the trolley system. Commissioner Johnson supports the resolution and thanked Ruth Jr for the explanation of the resolution. Commissioner Martinisko supports the resolution, which allows Deadwood to stay open, and helps businesses, which have rights to ask for enforcement. Commissioner Todd supports resolution and questioned why resolution would remain in effect until December 30. Mayor Ruth Jr. stated the 30th is when the Governor's executive order expires but the City has the ability to extend and will visit during the Commission meeting on December 21. Todd asked if city will require employees to wear masks. Transportation and Facilities Direct Kruzel said if they cannot social distance they will be required within any public building, outdoor space, or in a vehicle. Commissioner Struble supports the resolution. Todd Weber, business owner, strongly recommends removing the word "must" in section 2 for outdoor spaces. Marlin Maynard, resident, suggests in conjunction with resolution there be education for people as to why resolution is put in place and different types of masks. Jill Weber, business owner, believes resolution will hurt some businesses in town and stated Commission represents everyone, not just the people that want to wear a mask. Louie LaLonde, Saloon No. 10, thanked Commission and believes the resolution will work. City Attorney Riggins stated the Mayor summed up the purpose of the Resolution and what it accomplishes. Christin Sjomeling, City of Deadwood employee and resident, understands where city is headed but masks are very difficult to wear due to private reasons and questions if at work would she be required to wear a mask. Mayor Ruth stated employees have the ability not to wear a mask in your own space, which is the same as the current policy at city hall.

Todd moved, Martinisko seconded to approve Resolution 2020-25, an Emergency requiring the wearing of face coverings in certain situations to slow the community spread of the Novel Coronavirus (COVID-19). Roll Call: Aye-All. Motion carried.

Resolution 2020-25

AN EMERGENCY RESOLUTION REQUIRING THE WEARING OF FACE COVERINGS IN PUBLIC SPACES TO SLOW THE COMMUNITY SPREAD OF THE NOVEL CORONAVIRUS (COVID-19).

WHEREAS, the City of Deadwood has the authority pursuant to SDCL 9-29-1 and 9-32-1 to pass resolution for the purpose of promoting the health, safety, morals, and general welfare, of the community; and

WHEREAS, pursuant to SDCL 9-32-1, the City has the power to do what is necessary or expedient for the promotion of health or the suppression of disease; and

WHEREAS, an outbreak of the disease COVID-19, which is caused by the novel coronavirus, has been confirmed in more than 100 countries, including the United States; and

WHEREAS, COVID-19 is a severe respiratory disease transmitted by person-to-person contact, or by contact with surfaces contaminated by the virus. In some cases, especially among older adults and persons with serious underlying health conditions, COVID-19 can result in serious illness requiring hospitalization, admission to an intensive care unit, and death; and

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WHEREAS, the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), and the Secretary of the U.S. Department of Health and Human Services have declared the outbreak of COVID-19 as a public health emergency; and

WHEREAS, in response to the spread of COVID-19 Governor Noem issued Executive Order 2020-30 which declared a state of emergency to exist in all counties in the State of South Dakota through December 30, 2020; and

WHEREAS, in the last few weeks the number of active cases of COVID-19 have accelerated rapidly in both South Dakota and Lawrence County; and

WHEREAS, over the last month the number of people in South Dakota who are dying from COVID-19 has also been increasing; and

WHEREAS, as of November 19, 2020, the State of South Dakota has 17,884 active cases of COVID-19; and

WHEREAS, the increase in the number of active COVID-19 cases has caused a corresponding increase in the number of people hospitalized which is straining the capacity of the medical facilities; and

WHEREAS, if no additional action is taken to slow the spread of COVID-19 in the community it is likely to continue overwhelming the hospital's capacity; and

WHEREAS, it is important that control measures be taken to reduce or slow down the spread of COVID-19 in order to protect the health and safety of the City's residents, especially for seniors and those with underlying health conditions that make them particularly vulnerable to COVID-19; and

WHEREAS, the CDC and the vast majority of medical professionals are recommending the use of face coverings by the public to slow the spread of COVID-19; and

WHEREAS, the City is implementing a mandate that people wear face coverings in public places owned by the City of Deadwood in hope that it will slow the spread of COVID-19 and avoid the need for future restrictions on businesses and limitations on public gatherings in the City; and

WHEREAS, the City of Deadwood Commission has determined that it is in the City's best interests that face coverings be worn in an effort to slow the spread of COVID-19.

NOW THEREFORE, BE IT RESOLVED, by the City Commission of the City of Deadwood that:

I. PRIVATE BUSINESSES

Private businesses shall have the ability to mandate and enforce mask requirements as they deem fit. Patrons not abiding by posted requirements, as established by the business, can be asked to vacate the premises. Failure to vacate may result in a criminal prosecution under SDCL 22-35-6, Entering and Remaining After Notice.

II. INDOOR PUBLIC SPACES OWNED BY CITY OF DEADWOOD

Within the City of Deadwood, all persons must wear a face mask/face covering in indoor public places owned by the City of Deadwood. A "face covering" or "mask" must be worn to cover the nose and mouth completely, and can include a paper or disposable face mask, a cloth mask, a scarf, a bandanna, or neck gaiter. The restrictions set forth in the above paragraph shall not apply to an individual:

- a) Under the age of five (5) years old;
- b) Seated at a public place to eat or drink, or while immediately consuming food or beverages;
- c) With a medical condition, mental health condition, or disability that makes it unreasonable for the individual to maintain a face covering;
- d) Individuals who are engaged in swimming or physical activity where the level of exertion makes it difficult to wear a face covering; and
- e) Public safety workers actively engaged in a public safety role, including but not limited to law enforcement personnel, fire fighters, or emergency medical personnel, in situations where wearing a face covering would seriously interfere in the performance of the individual's public safety responsibilities.

III. OUTDOOR PUBLIC SPACES OWNED BY CITY OF DEADWOOD

Within the City of Deadwood, all persons must wear a face mask/face covering in outdoor public places when gathering for more than 15 minutes and/or when 6 foot social distancing cannot be achieved or maintained. A "face covering" or "mask" must be worn to cover the nose and mouth completely, and can include a paper or disposable face mask, a cloth mask, a scarf, a bandanna, or neck gaiter. The restrictions set forth in the above paragraph shall not apply to an individual:

- a) Under the age of five (5) years old;
- b) Seated at a public place to eat or drink, or while immediately consuming food or beverages;

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- c) With a medical condition, mental health condition, or disability that makes it unreasonable for the individual to maintain a face covering;
- d) Individuals who are engaged in outdoor physical activity where the level of exertion makes it difficult to wear a face covering; and
- e) Public safety workers actively engaged in a public safety role, including but not limited to law enforcement personnel, fire fighters, or emergency medical personnel, in situations where wearing a face covering would seriously interfere in the performance of the individual's public safety responsibilities.

IV. PUBLIC TRANSPORTATION OWNED BY CITY OF DEADWOOD

Within the City of Deadwood, all persons must wear a face mask/face covering while utilizing public transportation. A "face covering" or "mask" must be worn to cover the nose and mouth completely, and can include a paper or disposable face mask, a cloth mask, a scarf, a bandanna, or neck gaiter. The restrictions set forth in the above paragraph shall not apply to an individual:

- a) Under the age of five (5) years old;
- b) With a medical condition, mental health condition, or disability that makes it unreasonable for the individual to maintain a face covering;
- c) Public safety workers actively engaged in a public safety role, including but not limited to law enforcement personnel, fire fighters, or emergency medical personnel, in situations where wearing a face covering would seriously interfere in the performance of the individual's public safety responsibilities.

V. EFFECTIVE DATES

This resolution shall become effectively immediately and remain in effect until December 30, 2020. The City of Deadwood Commission may deem it necessary to extend this resolution.

BE IT FURTHER RESOLVED, that this emergency Resolution requiring the wearing of face coverings in city and public spaces is hereby declared necessary for the immediate preservation of the public health, safety, and welfare of the city. Patrons not abiding by posted requirements, as established by the City, can be asked to vacate the premises. Failure to vacate may result in a criminal prosecution under SDCL 22-35-6, Entering and Remaining After Notice.

Dated this 23rd day of November, 2020

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

ADJOURNMENT

Martinisko moved, Johnson seconded to adjourn the special session at 5:29 p.m. The next regular meeting will be on Monday, December 7, 2020.

ATTEST:

DATE: _____

Jessica McKeown, Finance Officer

BY: _____
David Ruth Jr., Mayor

Published once at the total approximate cost of _____

REGULAR MEETING, December 7, 2020

The Regular Session of the Deadwood City Commission convened on Monday, December 7, 2020 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners Michael Johnson, Sharon Martinisko, Charlie Struble and Gary Todd. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Struble moved, Todd seconded to approve the minutes of November 16, 2020. Roll Call: Aye-All. Motion carried.

NOVEMBER, 2020 PAYROLL: COMMISSION, \$2,730.76; FINANCE, \$19,114.19; PUBLIC BUILDINGS, \$9,355.80; POLICE, \$73,788.64; FIRE, \$5,679.60; BUILDING INSPECTION, \$4,363.72; STREETS, \$31,785.12; PARKS, \$24,948.27; PLANNING & ZONING, \$4,418.08; LIBRARY, \$5,415.74; RECREATION CENTER, \$19,394.76; HISTORIC PRESERVATION, \$17,747.12; WATER, \$17,205.21; PARKING METER, \$9,546.16; TROLLEY, \$19,474.44; PARKING RAMP, \$1,237.50. **PAYROLL TOTAL: \$266,205.11.**

NOVEMBER, 2020 PAYROLL PAYMENTS:

Internal Revenue Service, \$62,726.41; S.D. Retirement System, \$30,142.66; Delta Dental, \$4,401.50.

APPROVAL OF DISBURSEMENTS

Martinisko moved, Johnson seconded to approve the December 7, 2020 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	352.10
A & I DISTRIBUTORS	SUPPLIES	76.20
A & J SUPPLY	SUPPLIES	30.00
ACE HARDWARE	SUPPLIES	139.23
ADAMS MUSEUM & HOUSE	OPERATING	95,000.00
ALSCO	SUPPLIES	419.22
AMAZON CAPITAL SERVICES	SUPPLIES	142.95
BALCO UNIFORM	UNIFORMS	99.08
BEE ELECTRONICS	SUPPLIES	20.33
BERG, DALE	PROJECT	574.55
BH ASPHALT	PROJECT	5,225.77
BH CHEMICAL	SUPPLIES	767.83
BH ENERGY	SERVICE	28,986.48
BH PIONEER	SERVICE	67.50
BH SECURITY	SERVICE	255.10
BH SPECIAL SERVICES	CLEANING	4,750.00
BOMGAARS	SUPPLIES	1,469.97
BOOKLIST	SUBSCRIPTION	75.00
BORDER STATES ELECTRIC	SUPPLIES	1,092.08
BUTTE COUNTY EQUIPMENT	SUPPLIES	49.45
C. EAGLE CONSTRUCTION	PROJECT	51,889.00
CDW GOVERNMENT	COMPUTERS	2,329.88
CENTURION TECHNOLOGIES	LICENSES	53.32
CENTURY BUSINESS PRODUCTS	CONTRACT	286.37
CHAINSAW CENTER	SERVICE	611.55
CULLIGAN	SUPPLIES	111.00
DAKOTA LUMBER	PROJECT	8,993.24
DAVID HERDT	PROJECT	16,039.95
DEADWOOD ALIVE	NOVEMBER	4,000.00
DEADWOOD CHAMBER - SQUARE	BID#9	45,000.00
DVFD	REIMBURSEMENT	8.45
DEADWOOD GAMING	BID #8	10,000.00
DEMCO	SUPPLIES	121.02
DIVERSIFIED INSPECTIONS	SERVICE	1,902.83
DONARSKI LAWN CARE	PROJECT	1,093.75
DUO-SAFETY LADDER	SUPPLIES	59.95
EAGLE ENTERPRISES	SUPPLIES	2,385.00
ECOLAB	SERVICE	253.23
FALL RIVER COUNTY HISTORIC	CONFERENCE	250.00
FED EX	SHIPPING	13.59
FIRST INTERSTATE BANK	TIF #6	242,571.08
GLOVER, SANDY	REIMBURSEMENT	301.96
GOLDEN WEST	SERVICE	3,955.29
GRIMM'S PUMP	SUPPLIES	377.59
GTI COMPANIES	PROJECT	6,509.75
HAakon COUNTY AUDITOR'S	GRANT	10,000.00
HAWKI, KEN	REIMBURSEMENT	5.45
HAWKINS	SUPPLIES	281.54
HI-VIZ SAFETY WEAR	SUPPLIES	441.58
HILLYARD	SUPPLIES	577.25
INTERSTATE BATTERY	SUPPLIES	340.20
IPS GROUP	SUPPLIES	17.57
JACOBS WELDING	PROJECT	9,277.06
KNECHT	SUPPLIES	134.91
KNECHT	GRANTS	12,519.54
KONE	MAINTENANCE	486.80
LAWRENCE CO. REGISTER	SERVICE	150.00
LAWSON PRODUCTS	SUPPLIES	457.43
LIBERTY NATIONAL BANK	TIF #9	374.73
LYNN'S	SUPPLIES	40.14
MIDWEST TAPE	DVDS	67.47

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MODERN OFFICE	CABINET	1,299.00
MDU	SERVICE	6,845.85
MORSE, MARCIA E.	MORTGAGE	193.04
MS MAIL	SERVICE	225.00
MUTUAL OF OMAHA	INSURANCE	248.47
NORTHWEST PIPE FITTINGS	SUPPLIES	398.60
OFFICE DEPOT	SUPPLIES	91.95
OTIS ELEVATOR	MAINTENANCE	748.86
PASSPORT LABS	METERS	93.50
PIONEER RESEARCH	SUPPLIES	234.10
QUIK SIGNS	SERVICE	270.66
QUILL	SUPPLIES	642.96
RASMUSSEN MECHANICAL	SERVICE	14,208.42
REGIONAL HEALTH	TESTING	105.00
ROBITAILLE, PAUL	REIMBURSEMENT	104.29
ROTHENHOEFER, GREG & CARI	INSTALLATION	7,000.00
S AND C CLEANERS	CLEANING	8,393.00
SANDER SANITATION	SERVICE	11,220.03
SCHMIDT, WILLIAM	PROJECT	1,385.00
SD DEPT. OF REVENUE	LICENSE	75.00
SD PUBLIC HEALTH LAB	TESTING	30.00
SD STATE POETRY SOCIETY	MEMBERSHIP	35.00
SERVALL	SUPPLIES	2,210.86
SOUTH DAKOTA 811	SERVICE	44.80
SPEARFISH LUMBER	PROJECT	673.56
SPEIRS, MARK	PROJECT	606.06
SUNSHINE TOWING	TOWING	75.00
TCF EEQUIPMENT FINANCE	TROLLEYS	9,400.86
THE LIBRARY STORE	DROP BOX	4,879.32
THE LORD'S CUPBOARD	RECYCLING	54.60
TOMS, DON	PROJECT	600.00
TREE WISE MEN	SERVICE	5,800.00
TTG ENTERPRISES	SERVICE	20,200.00
TURBIVILLE INDUSTRIAL	SUPPLIES	960.40
TUSHA, DEONNE	REIMBURSEMENT	618.40
TWILIGHT	SUPPLIES	39.87
TWIN CITY HARDWARE	SUPPLIES	10,315.30
TWIN CITY HARDWARE	GRANT	57.27
TWIN CITY HARDWARE	GRANT	516.87
VAST BROADBAND	SERVICE	3,380.09
VERIZON CONNECT	SERVICE	95.95
VERIZON WIRELESS	SERVICE	291.92
VIEHAUSER ENTERPRISES	SERVICE	329.98
WESTERN FIRST AID	SUPPLIES	198.46
WHEELER LUMBER OPERATIONS	SUPPLIES	2,084.00
WHITEWOOD HISTORIC	GRANT	4,881.58
ZOGICS	SUPPLIES	559.80

Total \$696,604.99

ITEMS FROM CITIZENS ON AGENDA

Engagement

Al Schaefer, Department of Legislative Audit, appeared to request permission for the Mayor and Finance Officer to sign the engagement letter for the 2019 audit. Schaefer invited the Commissioners to visit with Legislative Audit regarding any concerns. Martinisko moved, Struble seconded said to allow Mayor to sign engagement letter. Roll Call: Aye-All. Motion carried.

Thank you

Ted Thompson, on behalf of the Days of '76 Committee, thanked the Commission and City of Deadwood for their support with the Days of '76 Events. He spoke about the award Days of '76 Rodeo received for Large Outdoor Rodeo of the Year. Greg Nelson, Days of '76 Committee, thanked the Commission, Department Heads and Volunteers for their support as well. Commission expressed appreciation to the Days Committee.

CONSENT

Todd moved, Martinisko seconded to omit Item I for separate consideration and approve the following consent items. Roll Call: Aye-All. Motion carried.

- A. Permission to pay Adams Salvage in the amount of \$3,874.38 for Deadwood's portion of salvage yard annual insurance premium per contract.
- B. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Halstead LLLP.
- C. Permission for Mayor to sign Quit Claim Deed and Certificate of Real Estate Value for the purpose of transferring property to Tim Grenstiner
- D. Allow Mayor to sign Application for Abatement from Lawrence County Treasurer after action taken for process of tax deed for correction of Grenstiner property

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- E. Permission to increase the wage of Parks Superintendent Randy Adler from \$22.98 per hour to \$24.25 per hour effective December 17, 2020 after 1 year as superintendent, which is 95% of prevailing wage.
- F. Make 2020 budgeted allocation to The Lord's Cupboard in the amount of \$2,500.00 from Bed and Booze Fund.
- G. Acknowledge payment from Lead Deadwood School District in the total amount of \$1,156.50, which was paid out to the two school resource officers.
- H. Permission to allow Ken Hawki (Fire Dept.) to sign the US Dept. of Agriculture Forest Service Special Use Permit.
- I. Removed for separate consideration in New Business

PUBLIC HEARINGS

License

Public hearing was opened at 5:11 p.m. by Mayor Ruth. No one spoke in favor or against, hearing closed.

Martinisko moved, Struble seconded to approve Retail (on-off sale) Malt Beverage and SD Farm Wine License for Salon 14-A at 250 US HWY 14A. Roll Call: Aye-All. Motion carried.

Set

Struble moved, Todd seconded to set public hearing on December 21 for Road Grub Throw Down. Roll Call: Aye-All. Motion carried.

Todd moved, Struble seconded to set public hearing on December 21 for Franklin Hotel New Year's Eve Ball Drop Event. Roll Call: Aye-All. Motion carried.

Todd moved, Struble seconded to set public hearing on December 21 for Retail (on-off sale) Malt Beverage (RB-2445) and Retail (on sale) Liquor (RL-5542) License transfers from Bullock Hospitality LLC to SRK Development, LLC dba Bullock Hotel at 633 Main Street. Roll Call: Aye-All. Motion carried.

Martinisko moved, Todd seconded to set public hearing on December 21 for Retail (on-off sale) Malt Beverage (RB-21688) and Convention Center (on sale) Liquor (CL-0508) License transfers from NMD Venture LLC to SRK Development dba Hickok's Hotel and Casino at 685 Main Street. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Item I (agreement)

Finance Officer McKeown explained the pay of rate for the clerks and superintendents were updated. Martinisko moved, Johnson seconded to allow the Mayor to sign Combined Voting Agreement with Lead-Deadwood School District, City of Central City, City of Deadwood, City of Lead, City of Whitewood, Lead-Deadwood Sanitary District and Lead Fire Protection District with as amended. Roll Call: Aye-All. Motion carried.

Use Permit

Planning and Zoning Administrator Russel spoke about the permit. Martinisko moved, Johnson seconded to act as Board of Adjustments and approve the request for a Conditional Use Permit for a Multi-Dwelling at 311 Cliff Street – Thunder Cove Hotel. (Approved by P&Z Commission on November 18) Roll Call: Aye-All. Motion carried.

Change Order

Transportation and Facilities Director Kruzel spoke about the issues in the change order. Johnson moved, Struble seconded to approve change order with Armour Roofing and Construction for re-roofing project at the Welcome Center due to hail damage from the 2018 hail storm in the amount of \$7,247.54. (To be paid from public buildings.) Roll Call: Aye-All. Motion carried.

Permission

Struble moved, Johnson seconded to pay AWE Acquisition, Inc. in the amount of \$3,388.00 for All-In-One Computer for the Public Library. (To be paid from SDHC CARES Grant proceeds and Children's Programming budget.) Roll Call: Aye-All. Motion carried.

REGULAR MEETING, December 7, 2020

First Readings

McKeown spoke about the changes to the Business Improvement District #9. Martinisko moved, Johnson seconded to approve first reading of Ordinance #1317, Amending BID #9. Roll Call: Aye-All. Motion carried.

McKeown spoke about the changes to the Business Improvement District #8. Struble moved, Todd seconded to approve first reading of Ordinance #1318, Amending BID #8. Roll Call: Aye-All. Motion carried.

McKeown explained the funds of the Ordinance, which are: General, Library, Bed and Booze Funds, BID 9, FEMA, Water Fund, Sewer, Parking and Transportation Fund, TIF #6, TIF #8, and TIF #9. Martinisko moved, Johnson seconded to approve Ordinance #1319, Supplemental Budget #1 for 2020. Mayor thanked the staff for adapting and their hard work. Roll Call: Aye-All. Motion carried.

Historic Preservation Officer Kuchenbecker gave a summary of the changes, and additions to the ordinance. Martinisko moved, Johnson seconded to approve Ordinance #1320, Amending Chapter 5.40 Tourist Conveyances. Commissioner Todd asked about inspections of vehicles. Tom spoke about the inspections. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. The Deadwood Public Library is seeking applicants to serve on the Library Board of Trustees. If interested, please contact Patty at patricia@cityofdeadwood.com or 578-2821.
- B. City of Deadwood Planning and Zoning is seeking applicants to serve on the Commission. If interested please contact, Jeramy Russell at jeramyr@cityofdeadwood.com or 578-2082. Applications deadline is 5:00 p.m. on Dec. 28, 2020.
- C. City of Deadwood Buildings will be close at noon on Dec.24th and all day on Dec. 25th.

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

ADJOURNMENT

Struble moved, Todd seconded to adjourn the regular session at 5:39 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) with possible action. The next regular meeting will be on Monday, December 21, 2020.

After coming out of executive session at 6:10 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: 05227 COMBINED - 12/22/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE	I-120920	101-3000-202	LIQUOR LICENS BEVLIC.-SALON14-1,BULLOCK,HICK	000000	225.00
01-3309	THE LORD'S CUPBOARD	I-120920	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	54.33
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 279.33
01-0418	BLACK HILLS PIONEER	I-595 - 2020	101-4111-423	PUBLISHING MINUTES - 10/19/20	000000	157.54
		I-596 - 2020	101-4111-423	PUBLISHING NOH - KRIS KRINGLE MARKET	000000	15.71
		I-597-2020	101-4111-423	PUBLISHING NOH - DWD'S SNOCROSS	000000	17.56
		I-598 - 2020	101-4111-423	PUBLISHING NOH - K9 KEG PULL	000000	17.09
		I-599 - 2020	101-4111-423	PUBLISHING NOH - MARDI GRAS	000000	21.71
		I-600 - 2020	101-4111-423	PUBLISHING NOH - ROAD GRUB THROWDOWN	000000	20.33
		I-641 - 2020	101-4111-423	PUBLISHING MINUTES - 11/2/20	000000	149.23
		I-648 - 2020	101-4111-423	PUBLISHING NOH - BEV LICENSE/SALON 14-A	000000	12.01
01-0545	LYNN'S DAKOTA MART	I-TICKET #0236	101-4111-426	SUPPLIES COMM.MTG.SUPPLIES	000000	17.96
01-0966	PETTY CASH-FINANCE OFFI	I-11152020	101-4111-426	SUPPLIES SUPPLIES FOR SPECIAL COMM MTG	000000	19.17
01-1502	BLACK HILLS CHEMICAL	I-189145B	101-4111-422-02	SAFETY - COVI AEROSOL DISINF-DETERGENT/COVID	000000	59.88
		I-189160A	101-4111-422-02	SAFETY - COVI NITRILE GLOVE-STERIPHENE/COVID	000000	149.52
		I-189382	101-4111-422-02	SAFETY - COVI (36) STERIPHENE/COVID 19	000000	220.68
		I-189903A	101-4111-422-02	SAFETY - COVI STERIPHENE-GARB BAGS/COVID 19	000000	18.99
01-3060	QUIK SIGNS	I-31917	101-4111-422-02	SAFETY - COVI 2X3 ORACAL ON COROPLAST/COVID	000000	65.41
01-3342	RASMUSSEN MECHANICAL SE	I-SRV078436	101-4111-422-02	SAFETY - COVI GPS FOR MINI SPLIT REPAIR/COVI	000000	1,014.77
01-4625	FIB CREDIT CARDS	I-11/30/20 PUB BLDGS	101-4111-422-02	SAFETY - COVI NECK GAITERS	000000	395.80
		I-11/30/20 PUB WORKS	101-4111-422-02	SAFETY - COVI MISSION NECK GAITERS	000000	69.16
		I-11/30/20 PUB WORKS	101-4111-422-02	SAFETY - COVI MISSION NECK GAITERS	000000	119.82
		I-11/30/20 PUB WORKS	101-4111-422-02	SAFETY - COVI MISSION NECK GAITERS	000000	197.90
		I-113020 FINANCE CCD	101-4111-423	PUBLISHING REFUND FOR EARPHONES '- COMM.	000000	12.99-
				DEPARTMENT 111	COMMISSION	TOTAL: 2,747.25
01-0966	PETTY CASH-FINANCE OFFI	I-11152020	101-4141-426	SUPPLIES POSTAGE TO ATTY	000000	14.15

PACKET: 05227 COMBINED - 12/22/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 141 ATTORNEY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2394	GUNDERSON, PALMER, NELS	I-104880	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	3,765.00
DEPARTMENT 141 ATTORNEY						3,779.15
01-0966	PETTY CASH-FINANCE OFFI	I-11152020	101-4142-426	SUPPLIES KITCHEN SUPPLIES-KITCHEN/ACCTG	000000	26.25
01-4625	FIB CREDIT CARDS	I-113020	FINANCE CCD 101-4142-426	SUPPLIES COFFEE SUPPLIES - FINANCE	000000	12.74
		I-113020	FINANCE CCD 101-4142-426	SUPPLIES RULERS - FINANCE	000000	3.49
DEPARTMENT 142 FINANCE						42.48
01-0223	COCA COLA BOTTLING HIGH	I-3475739	101-4192-426	SUPPLIES (3) GOURMET COFFEE/PUB BLDGS	000000	480.00
01-0436	BLACK HILLS WINDOW CLEA	I-90929	101-4192-422-08	PROFESSIONAL- NOV 24 WINDOW CLEAN/HISTORY	000000	111.00
		I-90929	101-4192-422-10	PROFESSIONAL NOV 24 WINDOW CLEAN/LIBRARY	000000	432.00
		I-90930	101-4192-422-17	PROFESSIONAL- NOV 14 WINDOW CLEANING/DAYS MU	000000	185.00
01-0677	LAWSON PRODUCTS, INC.	I-9308063002	101-4192-426	SUPPLIES HARDFLEX HACKSAW BLADE/STRTS	000000	18.10
01-0966	PETTY CASH-FINANCE OFFI	I-11152020	101-4192-426-04	SUPPLIES - CI PLASTIC CUTTLERY - PUB BLDGS	000000	2.00
01-1098	HILLYARD/SIOUX FALLS	I-700445355	101-4192-425-04	REPAIRS - CIT (2) TANK LOCK LEVER/CITY HALL	000000	37.65
01-1333	DEADWOOD ELECTRIC	I-22061	101-4192-425-08	REPAIRS - HIS REPAIR BAD DIMMERS/HISTORY	000000	200.38
01-1502	BLACK HILLS CHEMICAL	I-120420	101-4192-426	SUPPLIES TP-TOWEL-STERIPHENE/PUB BLDGS	000000	183.82
01-1653	STURDEVANT'S AUTO PARTS	C-32-796065	101-4192-425	REPAIRS HZ BATTERY-CORE/PUB BLDGS	000000	18.00-
		I-32-796056	101-4192-425	REPAIRS HZ BATTERY-CORE/PUB BLDGS	000000	147.72
		I-32-796082	101-4192-426	SUPPLIES FLAP WHEEL 1/4"/PUB BLDG	000000	10.54
		I-32-796232	101-4192-425-24	REPAIRS - OUT 48 OZ HI-VIZ DEAD/OUTLAW SQ	000000	17.26
		I-32-797296	101-4192-425-17	REPAIRS-DAYS POWERATED BELTS/DAYS MUSEUM	000000	23.68
01-1798	CHAINSAW CENTER/DAKOTA	I-1082260	101-4192-425-07	REPAIRS - FIR SCISSOR LIFT RENTAL/FIRE HALL	000000	95.00

PACKET: 05227 COMBINED - 12/22/20

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
01-2177	PITNEY BOWES					
		I-3312470861	101-4192-422-04	PROFESSIONAL QTRLY LEASE - OCT-DEC	000000	250.05
01-3685	BLACK HILLS SECURITY &					
		I-P111450	101-4192-425-22	REPAIRS - MT. REPL BASEMENT MOTION UNIT/MM	000000	261.48
01-3964	CONVERGINT TECHNOLOGIES					
		I-WI007617	101-4192-425-13	REPAIRS - REC EQUIP ACCESS CONTROL REPAIR/RE	000000	387.76
01-3977	ACE HARDWARE OF LEAD					
		I-019023	101-4192-426-13	SUPPLIES - RE STEEL TREE STAND/REC CENTER	000000	74.99
		I-019036	101-4192-425-02	REPAIRS - ADA ELEMENT 1440W/120V/AD MUSEUM	000000	14.99
01-4317	VIGILANT BUSINESS SOLUT					
		I-201220	101-4192-422	PROFESSIONAL RANDOM TESTING	000000	98.00
01-4625	FIB CREDIT CARDS					
		I-11/30/20 PUB BLDGS	101-4192-425-04	REPAIRS - CIT WALMART	000000	89.00
		I-11/30/20 PUB BLDGS	101-4192-425-19	REPAIRS - GAT OUTSIDE AC COVERS/GATEWAY	000000	33.56
		I-11/30/20 PUB BLDGS	101-4192-426	SUPPLIES OVERLIMIT FEE REVERSAL	000000	35.00-
		I-11/30/20 PUB WORKS	101-4192-426	SUPPLIES SURFACE GUARD 90 (4) 1 GAL JUG	000000	419.95
		I-113020 FINANCE CCD	101-4192-426-04	SUPPLIES - CI EXTENSION CORD - CITY HALL	000000	6.68
01-4778	GREASE KINGS					
		I-1681	101-4192-422-06	PROFESSIONAL- CLEAN EXHAUST HOODS/GRANDSTAND	000000	950.00
			DEPARTMENT 192	PUBLIC BUILDINGS	TOTAL:	4,477.61
01-0966	PETTY CASH-FINANCE OFFI					
		I-11152020	101-4193-423	BANK FEES ADJ. CK AMT. TO ACTUAL	000000	2.00
			DEPARTMENT 193	COMPUTER SERVICE	TOTAL:	2.00
01-0290	THOMSON REUTERS - WEST					
		I-843524068	101-4210-426	SUPPLIES SD CODIFIED LAWS - POLICE	000000	75.02
01-0467	CULLIGAN OF THE BLACK H					
		I-0012485	101-4210-424	RENTALS BOTTLED WATER,CUPS - POLICE	000000	39.75
		I-0012551	101-4210-424	RENTALS COOLER RENT/DEC - POLICE	000000	15.00
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-61277	101-4210-425	REPAIRS DISMOUNT 2 TIRES - POLICE	000000	25.98
01-0966	PETTY CASH-FINANCE OFFI					
		I-11152020	101-4210-426	SUPPLIES POSTAGE - POLICE	000000	18.95
01-1653	STURDEVANT'S AUTO PARTS					

PACKET: 05227 COMBINED - 12/22/20

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
01-1653	STURDEVANT'S AUTO PARTS	<i>continued</i>				
		I-32-797492	101-4210-425	REPAIRS ANTIFREEZE - POLICE	000000	18.15
01-3829	FED EX					
		I-7-200-27260	101-4210-426	SUPPLIES SHIPPING FEES - POLICE	000000	27.18
01-4625	FIB CREDIT CARDS					
		I-11/30/20 PUB WORKS	101-4210-425	REPAIRS 4 WHEELER PARTS/POLICE DEPT	000000	341.82
		I-113020 POLICE CCDS	101-4210-426	SUPPLIES PENS - POLICE DEPT	000000	103.70
DEPARTMENT 210 POLICE						TOTAL: 665.55
01-0797	TRI AIR TESTING, INC.					
		I-139727	101-4221-422	PROFESSIONAL ANALYSIS, TESTING - FIRE DEPT	000000	205.66
01-1410	WESTERN COMMUNICATIONS,					
		I-14497	101-4221-426	SUPPLIES BATTERY - FIRE DEPT	000000	540.00
01-1424	SOUTHSIDE SERVICE					
		I-53148	101-4221-426	SUPPLIES DRUM KEROSENE - FIRE DEPT	000000	288.75
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-797262	101-4221-425	REPAIRS 14-16 GA VINYL - FIRE DEPT	000000	4.97
		I-32-797423	101-4221-425	REPAIRS AIR FILTER - FIRE DEPT	000000	57.38
		I-32-797435	101-4221-425	REPAIRS OIL FILTERS, FUEL FILTER - FIRE	000000	165.78
01-1725	QUILL CORPORATION					
		I-144795844	101-4221-426	SUPPLIES INK CARTRIDGES, CALENDARS-FIRE	000000	151.93
01-1757	HAWKI, KEN					
		I-120820	101-4221-434	MACHINERY/EQU REIMBS.- PVD PIPE - FIRE DEPT	000000	47.97
		I-121220	101-4221-425	REPAIRS REIMBS. CABLE CUTTERS - FIRE	000000	54.28
01-2473	SD DEPT. OF CORRECTIONS					
		I-C18D1053	101-4221-422	PROFESSIONAL FIRE SUPPRESSION WORK/FIREWISE	000000	390.70
01-2594	DEADWOOD FIRE DEPARTMEN					
		I-11/30/20	101-4221-426	SUPPLIES REIMBS.-MAP OF BLACK HILLS	000000	140.00
		I-12/03/20	101-4221-429	OTHER REIMBS.FIRE PREVENT'N SUPPLIES	000000	172.35
		I-12112020	101-4221-434	MACHINERY/EQU TRUCK TOOL BOX - FIRE DEPT	000000	237.35
01-3056	NORTHERN HILLS TECHNOLO					
		I-9665340	101-4221-422	PROFESSIONAL ONLINE BACKUP SVC. - FIRE DPT	000000	32.50
01-3061	CPS DISTRIBUTORS, INC					
		I-20.1434	101-4221-425	REPAIRS 3 MINUTE TIMER - FIRE DEPT	000000	120.00
01-3790	ESO SOLUTIONS, INC.					

PACKET: 05227 COMBINED - 12/22/20

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
01-3790	ESO SOLUTIONS, INC.	continued				
		I-ESO-45503	101-4221-422	PROFESSIONAL ANNUAL SUPPORT - FIREHSE SFTWR	000000	695.25
01-3977	ACE HARDWARE OF LEAD					
		I-019004	101-4221-434	MACHINERY/EQU EYEGLASS VISOR CLIPS - FIRE	000000	7.77
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 3,312.64
01-0966	PETTY CASH-FINANCE OFFI					
		I-11152020	101-4232-426	SUPPLIES POSTAGE - BUILD. INSP.	000000	15.10
01-1003	VERIZON WIRELESS					
		I-9868866758	101-4232-422	PROFESSIONAL TABLET/BUILDING INSPECTOR	000000	26.97
01-4625	FIB CREDIT CARDS					
		I-11/30/20 PUB WORKS	101-4232-426	SUPPLIES TECHNICAL 12A-B 4ED MANUALS/BI	000000	60.50
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 102.57
01-0315	BLACK HILLS DISPOSAL IN					
		I-26873	101-4310-422	PROFESSIONAL RUBBLE ROLLOFF-FRIDGE/STREETS	000000	610.00
01-0561	SOUTH DAKOTA 811					
		I-SD20-3294	101-4310-422	PROFESSIONAL NOV MSG FEES-FAX NOTIF/STREETS	000000	12.88
01-0966	PETTY CASH-FINANCE OFFI					
		I-11152020	101-4310-422	PROFESSIONAL VEHICLE TITLE FEE - STREETS	000000	10.00
01-1003	VERIZON WIRELESS					
		I-9868866758	101-4310-422	PROFESSIONAL ON CALL PAGER/STREETS	000000	24.84
01-1333	DEADWOOD ELECTRIC					
		I-22064	101-4310-425	REPAIRS INSP-REPAIR SHRTS STR LIGHTS/S	000000	801.62
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-796104	101-4310-426	SUPPLIES MECH FASTFIT CLOVES/STREETS	000000	120.15
		I-32-796123	101-4310-426	SUPPLIES (2) EACH MAGNUM 65-60 SHOCKS/S	000000	313.68
		I-32-796234	101-4310-426	SUPPLIES PLASTIC HOSE CONNECTOR/STRTS	000000	1.32
		I-32-796253	101-4310-426	SUPPLIES WIX COOLANT FILTER/STREETS	000000	20.08
		I-32-796426	101-4310-426	SUPPLIES HOSE FITTING-1/4" SAE 100R13/S	000000	43.40
		I-32-796573	101-4310-426	SUPPLIES WIX OIL FILTER/STREETS	000000	11.38
		I-32-796634	101-4310-426	SUPPLIES 4NABTA X100 FT/STREETS	000000	24.40
		I-32-796778	101-4310-426	SUPPLIES FEATHER VALVE/STREETS	000000	158.95
01-1725	QUILL CORPORATION					
		I-12773396	101-4310-426	SUPPLIES 2021 CALENDARS/STREETS	000000	27.64

PACKET: 05227 COMBINED - 12/22/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3438	BLACKSTRAP, INC.					
		I-123652	101-4310-426	SUPPLIES 25.2 TONS BLACKSLICER/STREETS	000000	3,150.00
01-3956	ADAMS SALVAGE RECYCLING					
		I-2191	101-4310-422	PROFESSIONAL TRUCK-CAR TIRES/STREETS	000000	31.58
01-3970	A & I DISTRIBUTORS					
		I-3561973	101-4310-425	REPAIRS 6/1Q SPRO 5W30DEXOSGEN2/STRTS	000000	84.31
01-3977	ACE HARDWARE OF LEAD					
		I-018967	101-4310-426	SUPPLIES INC NET MLT 150 LT/STREETS	000000	12.99
		I-019096	101-4310-426	SUPPLIES BATTERY ALKALINE 8 PK/STREETS	000000	33.98
		I-019101	101-4310-426	SUPPLIES ANGLE STEEL-CASTER PLATE/STRTS	000000	59.95
01-4317	VIGILANT BUSINESS SOLUT					
		I-201220	101-4310-422	PROFESSIONAL RANDOM TESTING	000000	58.00
01-4765	WESTERN FIRST AID AND S					
		I-NW1089	101-4310-426	SUPPLIES TABLETS-EYE DROPS-GLASSES/STRT	000000	147.74
DEPARTMENT 310 STREETS					TOTAL:	5,758.89
01-3956	ADAMS SALVAGE RECYCLING					
		I-2021 INS PREMIUM	101-4320-422	PROFESSIONAL 2021 INSURANCE PAYMT PREMIUM	000000	3,874.38
DEPARTMENT 320 SANITATION					TOTAL:	3,874.38
01-0677	LAWSON PRODUCTS, INC.					
		I-9308063003	101-4520-426	SUPPLIES DRILL BITS-CVR PLATE LENS/PARK	000000	216.30
01-0776	ALBERTSON ENGINEERING,					
		I-15335	101-4520-422-01	PROF SERV- FE CONS DOCS POWER PARK S BANK	000000	2,759.90
		I-15336	101-4520-422-01	PROF SERV- FE CONST DOCS POWER PARK N BANK	000000	1,274.85
		I-15347	101-4520-422-01	PROF SERV- FE CONSTR DOCS CR RESTOR COMFORT	000000	6,197.15
		I-15348	101-4520-422-01	PROF SERV- FE CONST DOCS CR REST PPARK-CITYH	000000	4,783.77
01-0782	JACOBS PRECISION WELDIN					
		I-27534	101-4520-426	SUPPLIES WQN ACELYLENE/PARKS	000000	51.00
		I-27554	101-4520-426	SUPPLIES 1/4 X 2"X 20 FLAT BAR/PARKS	000000	33.00
01-1003	VERIZON WIRELESS					
		I-9868866758	101-4520-422	PROFESSIONAL ON CALL PAGER/PARKS	000000	24.84
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-796328	101-4520-426	SUPPLIES WIX AIR FILTERS-HYDRAULIC/PRKS	000000	78.56
01-3342	RASMUSSEN MECHANICAL SE					

PACKET: 05227 COMBINED - 12/22/20

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
01-3342	RASMUSSEN MECHANICAL SE	continued				
		I-INV025142	101-4520-426	SUPPLIES FAN MOTOR/PARKS	000000	344.54
01-3977	ACE HARDWARE OF LEAD					
		I-018978	101-4520-426	SUPPLIES (20) QUIKCRETE CONCR MIX/PRKS	000000	151.80
01-4669	KUBOTA LEASING					
		I-4675388	101-4520-434	MACHINERY/EQU NOV CONTRACT PYMT/PARKS	000000	1,504.00
01-4765	WESTERN FIRST AID AND S					
		I-RAP2-000135	101-4520-426	SUPPLIES CREAM-TABLETS-BANDAGES/PARKS	000000	69.88
				DEPARTMENT 520 PARKS	TOTAL:	17,489.59
01-0418	BLACK HILLS PIONEER					
		I-601 - 2020	101-4640-423	PUBLISHING NOH - CUP/311 CLIFF-C.FRENCH	000000	22.18
		I-647 - 2020	101-4640-423	PUBLISHING ORD.# 1316 - B&B DEFINITION	000000	15.25
01-1786	PETTY CASH/HISTORIC PRE					
		I-120720	101-4640-426	SUPPLIES QUIT CLAIM DEED COPIES - P&Z	000000	4.00
01-3062	MARTINISKO, JOHN					
		I-2020-02	101-4640-422	PROFESSIONAL P&ZC MTG ATTEND JUL-DEC 2020	000000	280.00
01-3314	CENTURY BUSINESS PRODUC					
		I-545910	101-4640-428	UTILITIES HP/PZ CONTRACT 11/9/20-12/8/20	000000	191.05
01-3935	RUNGE, BRETT					
		I-2020-02	101-4640-422	PROFESSIONAL P&ZC MTG ATTEND JULY-DEC 2020	000000	315.00
01-4186	RICH, BILL					
		I-2020-02	101-4640-422	PROFESSIONAL P&ZC MTG ATTEND JUL-DEC 2020	000000	350.00
01-4614	KEEHN, JOSH					
		I-2020-02	101-4640-422	PROFESSIONAL P&ZC MTG ATTEND JUL-DEC 2020	000000	315.00
01-4756	BRUCE, DAVID					
		I-2020-02	101-4640-422	PROFESSIONAL P&ZC MTG ATTEND 2020	000000	140.00
				DEPARTMENT 640 PLANNING AND ZONING	TOTAL:	1,632.48
				FUND 101 GENERAL FUND	TOTAL:	44,163.92

PAGE: 8

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0973	PETTY CASH-	LIBRARY				
		I-12152020	206-4550-426	SUPPLIES	SHIPPING TAPE - LIBRARY	000000 6.92
		I-12152020	206-4550-426	SUPPLIES	SOAP DISPENSERS - LIBRARY	000000 6.39
01-4711	AMAZON CAPITAL SERVICES					
		I-1G4Y-WVXN-1G11	206-4550-426	SUPPLIES	INK CARTRIDGES - LIBRARY	000000 45.39
		I-1G4Y-WVXN-1G11	206-4550-434	COLLECTION DE	BOOKS - LIBRARY	000000 38.46
		I-1G4Y-WVXN-1G11	206-4550-434	COLLECTION DE DVD	- LIBRARY	000000 5.98
01-4768	AWE ACQUISITION, INC.					
		I-DEADWPL20001-1	206-4550-429	TECHNOLOGY/HO	SDHC CARES GRANT	000000 2,888.00
		I-DEADWPL20001-1	206-4550-424	CHILDREN'S PR	SDHC CARES GRANT	000000 1,000.00
01-4769	CDW GOVERNMENT					
		I-5099378	206-4550-429	TECHNOLOGY/HO	SD CARES HUMANITIES GRANT	000000 907.21
				DEPARTMENT 550	LIBRARY	TOTAL: 4,898.35

			FUND	206	LIBRARY FUND	TOTAL: 4,898.35

PACKET: 05227 COMBINED - 12/22/20

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0545	LYNN'S DAKOTA MART					
		I-TICKET #0032	209-4510-426	SUPPLIES PINE-SOL - REC CENTER	000000	8.58
01-1502	BLACK HILLS CHEMICAL					
		I-189145C	209-4510-426	SUPPLIES LAUNDRY DETERGENT/REC CENTER	000000	74.00
		I-189464	209-4510-426	SUPPLIES 2 PLY TP-TOWEL-DISPENSERS/REC	000000	209.97
		I-189464A	209-4510-426	SUPPLIES TP-2 ROLL DISPENSERS/REC CENTE	000000	55.62
01-2889	ATCO INTERNATIONAL					
		I-I0567487	209-4510-426	SUPPLIES 1 CASE QUICKIES/REC CENTER	000000	159.70
		I-I0567750	209-4510-426	SUPPLIES SHINY-SS MAGIC/REC CENTER	000000	376.00
01-4625	FIB CREDIT CARDS					
		I-113020 FINANCE CCD	209-4510-426	SUPPLIES PRINTER RIBBONS - REC CENTER	000000	79.99
				DEPARTMENT 510 REC CENTER	TOTAL:	963.86
01-0475	DEADWOOD CHAMBER & VISI					
		I-12162020	209-4980-422	PROFESSIONAL B&B BILL LIST THROUGH 12/15/20	000000	76,469.73
		I-12162020	209-4980-422	PROFESSIONAL EVENT COMPLEX MGMT FUNDS-Q 3	000000	5,606.25
01-1786	PETTY CASH/HISTORIC PRE					
		I-120720	209-4980-429	OTHER TOTES FOR TRUNK OR TREAT ITEMS	000000	22.00
01-2824	WINTER & COMPANY					
		I-22743	209-4980-429-01	MAIN STREET M MAIN ST MASTER PLAN-PH 2 & 3	000000	25,757.60
01-3309	THE LORD'S CUPBOARD					
		I-12072020	209-4980-429	OTHER 2020 ALLOCATION	000000	2,500.00
01-4625	FIB CREDIT CARDS					
		C-112030HPCR	209-4980-429	OTHER AMAZON TRUNK OR TREAT CANDY	000000	29.99-
		I-113020 FINANCE CCD	209-4980-429	OTHER TRUNK OR TREAT SUPPLIES	000000	49.75
		I-113020 FINANCE CCD	209-4980-429	OTHER TRUNK OR TREAT SUPPLIES	000000	117.75
				DEPARTMENT 980 SPECIAL EVENTS	TOTAL:	110,493.09
				FUND 209 BED & BOOZE FUND	TOTAL:	111,456.95

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PACKET: 05227 COMBINED - 12/22/20

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-12162020	213-4630-423	MARKETING	BID1-6 BILL LIST THRU 12/15/20 000000	36,725.74
			DEPARTMENT 630	BID	TOTAL:	36,725.74
			FUND	213	BID #1-6 (Business Imprv)TOTAL:	36,725.74

PACKET: 05227 COMBINED - 12/22/20

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-NOV-121120	215-3000-699	MISC REVENUE SD DEPT. OF REVENUE	000000	0.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 0.00
01-1827	MS MAIL & MARKETING					
		I-11907	215-4572-235	VISITOR MGMT 2021 CALENDARS	000000	2,574.00
01-3597	LEAD DEADWOOD ARTS CENT					
		I-176	215-4572-235	VISITOR MGMT 2020 WALL OF FAME FRAMES	000000	380.00
01-4776	MOVETTE FILM TRANSFER					
		I-BB23118	215-4572-235	VISITOR MGMT DIGITIZATION SLASKA HOME FILMS	000000	1,186.80
				DEPARTMENT 572 HP VISITOR MGMT AND INFO	TOTAL:	4,140.80
01-0368	PHEASANTLAND INDUSTRIES					
		I-076386	215-4573-335	HIST. INTERP. REBIND CITY DIRECT 1962,72-ARC	000000	77.50
01-0451	RUNGE, MIKE					
		I-121020	215-4573-335	HIST. INTERP. REIMBURSE NEWSPAPER.COM SUBSCR	000000	74.90
01-1495	GAYLORD BROS.					
		I-2682690	215-4573-335	HIST. INTERP. FOLDERS - ARCHIVES	000000	1,469.07
		I-2683624	215-4573-335	HIST. INTERP. MAP & PRINT FOLDERS - ARCHIVES	000000	1,992.59
01-1786	PETTY CASH/HISTORIC PRE					
		I-120720	215-4573-335	HIST. INTERP. MAIL BOOKS/MICROFILMS-ARCHIVES	000000	27.15
01-1871	SD STATE ARCHIVES					
		I-6391	215-4573-335	HIST. INTERP. RESEARCH-HP 59 ACT INCORP DWW	000000	15.00
01-1902	NORTHERN STATES CONSERV					
		I-3141	215-4573-335	HIST. INTERP. EXHIBIT REHAB TRAINING - ARCHI	000000	499.00
01-2014	TOMS, DON					
		I-LEDGER PROJECT 127	215-4573-335	HIST. INTERP. 1897 LC TAX RECORDS BK 2 OF 3	000000	600.00
01-3054	ROCKY MOUNTAIN TREE-RIN					
		I-121520	215-4573-320	HIST. INTERP. SAND/CROSSDATE WOOD SEC-ARCHEO	000000	114.50
01-4106	GADGETS TECHNOLOGY					
		I-10006373	215-4573-335	HIST. INTERP. 32GB FLASH DRIVE - ARCHIVES	000000	8.99
01-4230	RUSHMORE OFFICE					
		I-108902	215-4573-335	HIST. INTERP. 2021 PLANNER BOOK - ARCHIVES	000000	25.54

PACKET: 05227 COMBINED - 12/22/20

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 573 HP HISTORIC INTERPRETATIO

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4415	PEARSON, JACI					
		I-20202	215-4573-335	HIST. INTERP. ORAL HIST/ORDAH FOX HARRISON	000000	2,025.00
		I-20203	215-4573-335	HIST. INTERP. ORAL HIST HAWKI, G&P POKORNEY	000000	2,025.00
01-4625	FIB CREDIT CARDS					
		C-112030HPCR	215-4573-330	HIST. INTERP. EBAY REFUND COMBINED SHIPPING	000000	11.33-
		I-113020HP	215-4573-330	HIST. INTERP. DWD CARNIVAL AUGUST 1908	000000	186.38
		I-113020HP	215-4573-330	HIST. INTERP. DWD 1962 CITY DIRECTORY	000000	30.51
		I-113020HP	215-4573-330	HIST. INTERP. DWD 1972 CITY DIRECTORY	000000	30.51
		I-113020HP	215-4573-330	HIST. INTERP. HISTOR CITY VINTAGE TRVL BROCH	000000	14.37
01-4773	THE STEEL FIXTURE MANUF					
		I-22753	215-4573-335	HIST. INTERP. STORAGE CABINET - ARCHIVES	000000	4,031.00
				DEPARTMENT 573 HP HISTORIC INTERPRETATIO	TOTAL:	13,235.68
01-0563	RCS CONSTRUCTION					
		I-#3	215-4575-515	GRANT/LOAN RE 30 ADAMS RETAINING WALL	000000	42,200.00
		I-#4F	215-4575-515	GRANT/LOAN RE 30 ADAMS RETAINING WALL	000000	3,010.00
01-0776	ALBERTSON ENGINEERING,					
		I-15346	215-4575-515	GRANT/LOAN RE 30 ADAMS RETAINING WALL	000000	82.50
01-2597	MORSE, MARCIA E.					
		I-120320	215-4575-505-01	20 WASHINGTON MORTGAGE EXPENSE	000000	151.65
01-3611	FLOYD, TRAVIS					
		I-188	215-4575-505-01	20 WASHINGTON MORTGAGE EXPENSE	000000	500.00
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL:	45,944.15
01-0776	ALBERTSON ENGINEERING,					
		I-15340	215-4576-600	PROFES. SERV. 462 WILLIAMS ROOF ANALYSIS	000000	1,804.30
01-1827	MS MAIL & MARKETING					
		I-11907	215-4576-630	PROFES. SERV. 2021 CALENDAR MAILING	000000	449.94
01-4030	BLAIR, LINDA					
		I-120820	215-4576-630	PROFES. SERV. PECK GARDENS BC REIMBURSEMENT	000000	55.34
01-4497	DRINGMAN, PAT					
		I-121620	215-4576-630	PROFES. SERV. LIGHTS FOR LAMPOST/BENCH DECOR	000000	36.18
01-4777	GOODE, BONITA					
		I-121620	215-4576-630	PROFES. SERV. TOTE FOR XMAS LIGHTS & MARKER	000000	23.91
		I-121620	215-4576-630	PROFES. SERV. BURNHAM BC CHRISTMAS PARTY	000000	108.73

PACKET: 05227 COMBINED - 12/22/20

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 576 HP PROFESSIONAL SERVICES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4779	AMERICAN LEGION EMBLEM					
		I-1684478A	215-4576-630	PROFES. SERV. AMER FLAGS-ROD GRND SRV RDG BC	000000	968.20
				DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:		3,446.60
01-0776	ALBERTSON ENGINEERING,					
		I-15338	215-4577-755	CAPITAL ASSET DWD RETAIN WALL STUDY 2021	000000	1,449.65
		I-15352	215-4577-755	CAPITAL ASSET 11 VAN BUREN RETAINING WALL	000000	165.00
01-1488	O'CONNOR COMPANY					
		I-532946	215-4577-800	CAPITAL ASSET STEAM CYLINDERS - DAYS MUSEUM	000000	804.00
01-1731	WHEELER LUMBER OPERATIO					
		I-1340-034294	215-4577-775	CAPITAL ASSET QTY 55 2X6-16' FIR #1	000000	1,980.00
		I-1340-034323	215-4577-775	CAPITAL ASSET QTY 12 FABRICATED BOLLARD POST	000000	307.20
		I-1340-034324	215-4577-775	CAPITAL ASSET QTY 4 8X8-14' FIR #1	000000	672.75
01-4599	KEYSTONE RIDGE DESIGNS					
		I-0000023138	215-4577-750	CAPITAL ASSET ASH URNS - MAIN STREET	000000	5,789.75
				DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:		11,168.35
01-0742	OFFICE DEPOT					
		I-139108327001	215-4641-426	SUPPLIES COPIER PAPER QTY 12 - HP	000000	383.88
01-1003	VERIZON WIRELESS					
		I-9868866758	215-4641-428	UTILITIES ARCHIVIST/HISTORIC PRES	000000	40.01
01-1786	PETTY CASH/HISTORIC PRE					
		I-120720	215-4641-426	SUPPLIES MAIL HP PLAQUE TO MINNOW SD-HP	000000	15.05
01-1827	MS MAIL & MARKETING					
		I-11898HP	215-4641-423	PUBLISHING DECEMBER NEWSLETTER	000000	640.60
01-2145	BERG, DALE					
		I-2020-02	215-4641-422	PROFESSIONAL HPC MTG ATTEND JUL-DEC 2020	000000	350.00
01-3135	A - Z SHREDDING, INC.					
		I-29981121520	215-4641-422	PROFESSIONAL SHREDDING - ARCHIVES	000000	40.85
01-3373	AMAZON WEB SERVICES					
		I-628771189	215-4641-428	UTILITIES WEB SERVICES 11/1/20-11/30/20	000000	232.07
01-4049	POSEY, BEVERLY					
		I-2020-02	215-4641-422	PROFESSIONAL HPC MTG ATTEND JUL-DEC 2020	000000	455.00
01-4362	CARMODY, ROBIN					

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BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-4362	CARMODY, ROBIN		continued			
		I-2020-02	215-4641-422	PROFESSIONAL HPC MTG ATTEND JUL-DEC 2020	000000	350.00
01-4513	WILLIAMS, ANTHONY					
		I-2020-02	215-4641-422	PROFESSIONAL HPC MTG ATTEND JUL-DEC 2020	000000	385.00
01-4618	WEBER, JILL					
		I-2020-02	215-4641-422	PROFESSIONAL HPC MTG ATTEND JUL-DEC 2020	000000	385.00
01-4625	FIB CREDIT CARDS					
		I-113020HP	215-4641-426	SUPPLIES HDMI CABLE 10FT - CENTURY ROOM	000000	24.99
		I-113020HP	215-4641-429	OTHER	000000	9.99
		I-113020HP	215-4641-429	OTHER FESTIVAL OF TREES ORNAMENTS	000000	82.34
		I-113020HP	215-4641-426	SUPPLIES POPCORN	000000	58.44
		I-113020HP	215-4641-429	OTHER FESTIVAL OF TREES BURLAP RIBBN	000000	22.99
01-4632	SANTOCHI, TREVOR					
		I-2020-02	215-4641-422	PROFESSIONAL HPC MTG ATTEND JUL-DEC 2020	000000	455.00
01-4717	DIEDE, LEO					
		I-2020-02	215-4641-422	PROFESSIONAL HPC MTG ATTEND JUL-DEC 2020	000000	455.00
				DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL:	4,386.21

				FUND 215 HISTORIC PRESERVATION	TOTAL:	82,321.79

PACKET: 05227 COMBINED - 12/22/20

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-202033EXTRA	216-1310	DUE FROM OTHE 30 ADAMS MIKLA	000000	6,250.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 6,250.00
01-0558	NHS OF THE BLACK HILLS					
		I-2020-11	216-4653-422	PROFESSIONAL CONTRACT 11/2020	000000	3,151.25
01-1496	LAWRENCE CO. REGISTER O					
		I-120820	216-4653-960	CLOSING CO RECORD 405 WILLIAMS SJOMLING	000000	30.00
		I-120920	216-4653-960	CLOSING CO SATISFACTION 3 RODENHAUS GORDE	000000	30.00
01-3116	FREEMAN'S ELECTRIC SERV					
		I-183505IN	216-4653-962-01	SPECIAL NEEDS 360 WILLIAMS TREWHELLA	000000	2,300.00
01-3611	FLOYD, TRAVIS					
		I-187	216-4653-962-03	WINDOWS GRANT WINDOWS 14 LINCOLN DENNIS	000000	3,850.00
01-3994	NUGGET SALOON, LLC					
		I-20312	216-4653-962-05	FACADE EASEME FACADE 610 MAIN	000000	52,914.60
01-4086	TWIN CITY HARDWARE - GR					
		I-2010104521	216-4653-962-04	SIDING GRANT SIDING 562 WILLIAMS WEBER	000000	34.93
		I-2011109157	216-4653-962-03	WINDOWS GRANT WINDOWS 3 PEARL GOODE	000000	1,881.97
01-4364	HAVERBERG FAMILY LTD PT					
		I-120720	216-4653-962-05	FACADE EASEME FACADE 1 3 5 BURNHAM	000000	3,537.00
01-4438	DAKOTA TITLE					
		I-110120	216-4653-960	CLOSING CO OE 562 WILLIAMS WEBER	000000	120.00
01-4691	DASH WOODWORKING AND CO					
		I-565	216-4653-962-03	WINDOWS GRANT 30 ADAMS MIKLA	000000	3,996.02
		I-565	216-4653-962-08	FOUNDATION GR 30 ADAMS MIKLA	000000	3,512.00
		I-565	216-4653-962-04	SIDING GRANT 30 ADAMS MIKLA	000000	3,544.09
				DEPARTMENT 653	REVOLVING LOAN	TOTAL: 78,901.86
				FUND	216	REVOLVING LOAN
						TOTAL: 85,151.86

PACKET: 05227 COMBINED - 12/22/20

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
01-0539	LEAD-DEADWOOD SANITARY					
		I-11/30/20 EQR	602-4330-422	PROFESSIONAL NOVEMBER EQR/WATER	000000	25,963.84
01-0561	SOUTH DAKOTA 811					
		I-SD20-3294	602-4330-422	PROFESSIONAL NOV MSG FEES-FAX NOTIF/WATER	000000	12.88
01-1003	VERIZON WIRELESS					
		I-9868866758	602-4330-422	PROFESSIONAL SERVICE X 3/WATER SCADA	000000	152.32
		I-9868866758	602-4330-422	PROFESSIONAL ON CALL PAGER/WATER	000000	24.84
01-1467	SD ASSN. OF RURAL WATER					
		I-13119	602-4330-422	PROFESSIONAL ANNUAL DUES CL B MEMBER/WTR	000000	590.00
01-1725	QUILL CORPORATION					
		I-12773396	602-4330-426	SUPPLIES 2021 CALENDARS/WATER	000000	27.63
01-1827	MS MAIL & MARKETING					
		I-11898	602-4330-426	SUPPLIES UTILITY BILLS MAILING - NOV	000000	295.29
01-3076	SD DENR					
		I-2021 RENEWAL HENDE	602-4330-422	PROFESSIONAL 2020 CERT CL II RENEWAL/HENDER	000000	6.00
		I-2021 RENEWAL PERCY	602-4330-422	PROFESSIONAL 2020 CERT CL II RENEWAL/PERCY	000000	24.00
		I-2021 RENEWAL PFARR	602-4330-422	PROFESSIONAL 2020 CERT CL II RENEWAL/PFARR	000000	12.00
		I-2021 RENEWAL REIF	602-4330-422	PROFESSIONAL 2020 CERT CL II RENEWAL/REIF	000000	12.00
		I-2021 RENEWAL SANDI	602-4330-422	PROFESSIONAL 2020 CERT CL II RENEWAL/SANDID	000000	12.00
01-3736	METERING & TECHNOLOGY S					
		I-18389	602-4330-422	PROFESSIONAL BEACON SRVC-TRIMBLE TABLET/WTR	000000	11,100.00
01-4317	VIGILANT BUSINESS SOLUT					
		I-201220	602-4330-422	PROFESSIONAL RANDOM TESTING	000000	58.00
DEPARTMENT 330 WATER						TOTAL: 38,290.80
FUND 602 WATER FUND						TOTAL: 38,290.80

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PACKET: 05227 COMBINED - 12/22/20

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-11/30/20 CONSUMP	603-4325-429	OTHER EXPENSE DEC CONSUMPTION/PUB BLDGS	000000	714.45
			DEPARTMENT 325	SEWER	TOTAL:	714.45
			FUND	603 SEWER FUND	TOTAL:	714.45

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PACKET: 05227 COMBINED - 12/22/20

VENDOR SET: 01

FUND : 607 HISTORIC CEMETERIES

DEPARTMENT: 580 HISTORIC CEMETERIES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0568	TDG COMMUNICATIONS					
		I-16374	607-4580-422	PROFESSIONAL DHI COOPAD 2021 VISIT GUIDE/MM 000000		550.00
			DEPARTMENT 580	HISTORIC CEMETERIES	TOTAL:	550.00
			FUND	607 HISTORIC CEMETERIES	TOTAL:	550.00

PACKET: 05227 COMBINED - 12/22/20

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-0966	PETTY CASH-FINANCE OFFI						
		I-11152020	610-3360-534	MILLER LOT RFND OVERPMT-MILLER LOT KIOSK	000000	10.00	
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	10.00	
01-1003	VERIZON WIRELESS						
		I-9866880311	610-4360-424	RENTALS PHONE SERVICE/METERS - P&T	000000	40.01	
		I-9868866758	610-4360-422	PROFESSIONAL SERVICE X 3/PARKING ENFORCEMEN	000000	126.00	
		I-9868866758	610-4360-434	MACHINERY/EQU EQUIPMENT/PARKING ENFORCEMENT	000000	141.92	
01-3712	PASSPORT LABS, INC.						
		I-INV-1017850	610-4360-422	PROFESSIONAL NOV MOBILE PAY/METERS-SEPT-P&T	000000	46.50	
			DEPARTMENT 360	PARKING/TRANSPORTATION	TOTAL:	354.43	
01-0966	PETTY CASH-FINANCE OFFI						
		I-11152020	610-4361-426	SUPPLIES RPOSTG DUE-RTRN OF PKG PASSES	000000	0.30	
01-1503	BLACK HILLS SPECIAL SER						
		I-253811	610-4361-422	PROFESSIONAL NOV CLEANING CONTRACT/TROLLEY	000000	1,950.00	
01-1653	STURDEVANT'S AUTO PARTS						
		I-32-796549	610-4361-426	SUPPLIES HARDWARE U-BOL-HOOK/TROLLEY	000000	15.23	
01-2889	ATCO INTERNATIONAL						
		I-I0567726	610-4361-426	SUPPLIES (10) BL NITRILE GLOVES/TROLLEY	000000	252.00	
01-3654	SPEARFISH AUTO SUPPLY						
		C-175912	610-4361-426	SUPPLIES (2) CORE DEPOSITS/TROLLEY	000000	132.00-	
		I-175610	610-4361-426	SUPPLIES SOLENOID-SWITCH-FUSE BLK/TROLL	000000	189.16	
		I-175886	610-4361-426	SUPPLIES OIL FILT-BRAKE PAD-CALIPER/TRO	000000	539.13	
01-3970	A & I DISTRIBUTORS						
		C-114891	610-4361-426	SUPPLIES 10 2PT ENGINE RECHARGE/TROLLEY	000000	76.20-	
01-4347	VERIZON CONNECT NWF, I						
		I-OSV000002295237	610-4361-422	PROFESSIONAL GPS SERVICE - NOV/TROLLEY	000000	95.95	
			DEPARTMENT 361	TROLLEY DEPARTMENT	TOTAL:	2,833.57	
			FUND	610	PARKING/TRANSPORTATION	TOTAL:	3,198.00

PACKET: 05227 COMBINED - 12/22/20

VENDOR SET: 01

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-NOV-121120	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000	2,727.11
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	2,727.11
			FUND	722 SALES TAX AGENCY	TOTAL:	2,727.11

PACKET: 05227 COMBINED - 12/22/20

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-12152020	723-4000-429	OTHER	CITY SLOTS - PYMT 6, YR 3	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:	440,028.52

lec



2021 Hourly Rate Sheet

For administration of the Deadwood Historic Preservation Revolving Loan Fund
Effective from 01/01/2021 through 12/31/2021

<u>TITLE/POSITION</u>	<u>STAFF MEMBER</u>	<u>HOURLY RATE</u>
Loan Originator/Executive Director	Mike Walker	\$55.00 per hour
Loan Processor/Loan Servicing	Susan Trucano	\$40.00 per hour
Accountant	Katie Burnham	\$40.00 per hour
Home Rehab Specialist	Shawn Adams	\$40.00 per hour
Loan Servicing Assistant	Denese Emanuel	\$35.00 per hour
Future Admin Assistant	TBD	\$25.00 per hour

The hourly rate for the Loan Processor position has increased to \$40.00 per hour

The hourly rates for all other positions have remained the same for the past 3 years

NHS is considering hiring an administrative assistant in 2021 and a portion of their duties would include assisting with loan servicing tasks.

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

This Agreement is made between the DEADWOOD HISTORIC PRESERVATION COMMISSION, hereinafter referred to as “HPC.” and NEIGHBORHOOD HOUSING SERVICES OF THE BLACK HILLS INC. DBA NEIGHBORWORKS DAKOTA HOME RESOURCES, hereinafter referred to as “NHS”.

The parties acknowledge that HPC has previously established a Revolving Loan Fund and related programs for the purpose of making commercial and residential loans and grants for the rehabilitation of residences, buildings, structures, improvements, and retaining walls located within the City of Deadwood. The parties further acknowledge that they have previously entered into Agreements in which NHS has contracted with HPC to provide administrative services in connection with the Revolving Loan Fund Program. HPC wishes to contract with NHS for providing administrative services for the period from January 1, 2021 through December 31, 2021, and therefore mutually agree as follows:

I.

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

II.

HPC agrees to reimburse NHS for ELIGIBLE COSTS incurred by NHS pursuant to this Agreement, subject to a maximum of Sixty Thousand Dollars (\$60,000) for the period beginning January 1, 2021 and ending on December 31, 2021. Furthermore, this Agreement is subject to a minimum monthly charge of \$3,000 (\$36,000 annually) for the period beginning January 1, 2021

and ending on December 31, 2021. The purpose of the minimum monthly charge is to cover fixed costs associated with administration of the Deadwood Historic Preservation Revolving Loan Fund. The amount of such reimbursement shall be at hourly rates included on the attached Rate Sheet, with total amounts to be paid during this time period under this agreement not to exceed \$60,000, without prior express written approval and consent by HPC. For the purposes of this Agreement, ELIGIBLE COSTS shall mean costs to NHS of salaries, wages, and fringe benefits, office expense, worker's compensation insurance, liability insurance including officers and directors' liability insurance, utilities, software service and licensing fees, credit report fees, title company report fees and other necessary expenses. The parties acknowledge that NHS has other duties and functions and that HPC will only pay that portion of ELIGIBLE COSTS determined to be related to services performed for HPC by NHS pursuant to this Agreement. Request for reimbursement shall be made no more frequently than monthly and shall be accompanied by a voucher to be approved by the Historic Preservation Commission and the City Commission. All such reimbursements for ELIGIBLE COSTS will be paid solely from HPC Revolving Loan Fund.

III.

The term of this Agreement shall commence on the 1st day of January, 2021 and continue through the 31st day of December, 2021, unless terminated earlier or re-negotiated earlier, as provided herein.

IV.

NHS agrees that it shall prepare and submit to HPC such reports and information as required by HPC. In addition, NHS shall promptly furnish to the City any and all financial statements, financial reports, audits, and monthly, quarterly, semi-annual, or annual statements prepared by or on behalf of NHS in the ordinary course of its business, which relates, directly or

indirectly, to the providing of services under this Agreement. Such reports and information shall include reporting of HPC Loan Fund income at the end of each period as requested by HPC.

NHS shall continue to provide monthly loan and delinquency reports as it has been doing in the past. NHS shall provide Annual Activities reports, sorted by program, with summary overview explanation of disbursements and receipts of all funds such that HPC can properly evaluate each.

V.

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

VI.

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

VII.

This Agreement may terminate or re-negotiated by either party upon thirty (30) days written notice to the other party. In the event of such termination, all property acquired with funds furnished by HPC and all finished or unfinished documents, data, studies, financial

records, loan files, and reports purchased or prepared by NHS pursuant to this Agreement shall be returned to HPC. In the event terms are re-negotiated, the parties shall ascertain what property, data, or files shall remain with NHS. NHS shall be entitled to compensation for performance of any un-reimbursed services satisfactorily performed prior to the date of termination of this Agreement. Notwithstanding the above, NHS shall not be relieved of liability to HPC for damages sustained to HPC by virtue of any breach of this Agreement by NHS.

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

Dated this _____ day of _____, 2020.

HISTORIC PRESERVATION COMMISSION

By: _____

Its: _____

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

On this _____ day of _____, 2020, before me, the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the Chairman of the Historic Preservation Commission, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

Notary Public
My Commission Expires:

Dated this _____ day of _____, 2020.

NEIGHBORHOOD HOUSING SERVICES OF THE
BLACK HILLS INC, DBA NEIGHBORWORKS DHR

By: _____

William Michael Walker aka Mike Walker

Its: Executive Director_____

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

On this _____ day of _____, 2020, before me, the undersigned officer, personally appeared **William Michael Walker, aka Mike Walker**, known to me or satisfactorily proven to be the **Executive Director** of Neighborhood Housing Services of the Black Hills Inc DBA NeighborWorks DHR, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

Notary Public
My Commission Expires:

Dated this this _____ day of _____ 2020.

CITY OF DEADWOOD

By: _____
David R. Ruth Jr.
Its: Mayor

ATTEST:

By:
Its:

'BROADWAY PARKING STRUCTURE LEASE AGREEMENT

This Lease Agreement is made and entered into by and between the CITY OF DEADWOOD, a governmental subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota, hereinafter referred to as "CITY" and SRK Development, LLC dba Hickok's, with a record address of 681 Main, Deadwood, SD 57732, hereinafter referred to as "SRK".

CITY and SRK agree that SRK shall rent a total of twelve (12) spaces for the parking of motor vehicles, excluding buses and other large tourist conveyance vehicles in the Broadway Parking Structure for various time frames, as forth within the following terms and conditions:

I.

The term of this lease shall be twelve (12) months. Commencing January 1, 2021, through December 31, 2021. The parties acknowledge and agree SRK, its employees, representatives may use the parking spaces twenty-four hours per day, seven (7) days per week. The twelve (12) spaces leased pursuant to this agreement may not be utilized by SRK customers and are not to be used as an alternative for validations for customers.

II.

In accordance with the rates established by CITY for the Broadway Parking Structure, SRK agrees to pay to CITY as rent the sum of One Hundred Dollars (\$100.00) for each parking space, plus six and 1/2 percent (6.5%) sales tax, for a total of One Thousand Two Hundred and Seventy-eight Dollars (\$1278.00) per month. The rental amount set forth in this paragraph shall be due and payable on or before the 1st day of January 2021, and on the first day of each month following through December, 2021.

The parties acknowledge that the rent to be paid for this lease is a rental amount for a twelve (12) month period, and that SRK is obligating itself to pay these parking fees per space per month for the twelve (12) months without regard to whether or not SRK uses said space or spaces. However, the parties acknowledge that this lease may be terminated early pursuant to paragraph VI, below.

All rent shall be paid and received by the City Finance Officer on the due date or lessee shall be assessed a late charge of ten percent (10%) of the unpaid and outstanding rent. If the rent payment is more than ten (10) days overdue, CITY may, at its option, deem this agreement void and take any necessary action to re-rent the spaces or spaces without notice to renter. In addition, if the rent payment is more than ten (10) days overdue, CITY shall cause access cards to be turned off so that SRK shall not have access to the parking spaces referenced above, until such time as the account is made current. SRK agrees it is entitled to no further notice under this section.

III.

SRK, in addition to these rented spaces, validates parking of customers in the Broadway Parking Structure via City validation machine #6. Such validations are submitted to CITY and CITY invoices such to SRK by the 10th of every month. Should these invoices not be paid in full by the end of the same month invoiced by CITY, CITY shall not honor such validations in the following month until such time as the account is made current. SRK agrees it is entitled to no further notice under this section.

IV.

SRK and CITY agree that SRK shall not be assigned specific spaces by CITY in the Broadway Parking Structure, other than the handicapped spaces assigned at this time, pursuant to this agreement, but that such spaces will be available at all times described above for use by SRK. SRK agrees to abide by all rules and regulations established by CITY for the Broadway Parking Structure. This lease shall not be assigned, sublet, or transferred to any other party, without the written consent of CITY.

V.

SRK agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. SRK acknowledges and agrees that it is taking the same risks of the vehicle being stolen or damaged that it would take if it parks on any street. SRK further agrees that if anyone steals or damages its vehicle or anything in its vehicles, that SRK will not request CITY to pay for any such losses incurred. CITY specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to SRK'S vehicles or its contents while parking in the Broadway Parking

Structure. SRK agrees that no bailment is created for its vehicle or the contents under this Lease Agreement, and that it shall use the Broadway Parking Structure at its own risk and responsibility.

VI.

SRK shall assume all risks incident to the use of the premises as a parking lot and shall indemnify CITY against any loss, damage or expense resulting from personal injury or damage to, or loss of property caused in any manner by SRK, and against any loss, damage, or expense resulting from injury to SRK.

VII.

Either SRK or CITY may terminate this agreement by notifying the other party in writing at least thirty (30) days prior to the proposed termination date.

Dated this 21st day of December, 2020.

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessicca McKeown, Finance Officer

Dated this _____ day of December, 2020.

SRK Development, LLC

By: Member

State of South Dakota)
) SS
County of _____)

On this _____ day of December, 2020, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the _____ of SRK Development, LLC a South Dakota limited liability company, and that such Manger, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation himself as Managing Member.

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

(SEAL)

Notary Public

My Commission Expires: _____

IWORQ SERVICE(S) AGREEMENT

For iWorQ application(s) and service(s)

Deadwood hereafter known as ("Customer"), enters into THIS SERVICE(S) AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorize website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation.

iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image. Access to iWorQ can not be used to record personal or confidential information such as driver license numbers, social security numbers, financial data, credit card information or upload any images or documents considered personal or confidential.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation document upon request.

iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

Data upload and storage is provided to every Customer. This includes uploading files up to 3MB and 10 GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

4. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support request is typically handled the same day. iWorQ provides "Service NOT Software".

5. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoice by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days. Any billing changes will require that a new Service(s) Agreement be signed by Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly.

6. TERMINATION:

Either party may terminate this agreement, after the initial 1-YEAR TERM, without cause if the terminating party gives the other party sixty (60) days written notice. Should Customer terminate any application(s) and or service(s) the remaining balance will immediately become due. Should Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed.

Upon termination (6. TERMINATION), iWorQ will discontinue all application(s) and or service(s) under this Agreement; iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data for a cost of no more than \$2500; and all provisions of this Agreement will continue.

7. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms, and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

8. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah.

9. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

Secondary Implementation Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

10. CUSTOMER BILLING INFORMATION:

Billing Contact _____ Title _____

Office Phone _____ Cell _____ Email _____

PO# _____ (if required) Tax Exempt ID # _____

11. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____

Cell Number _____

iWorQ Service(s) Agreement

APPENDIX A

iWorQ Cost Proposal

Deadwood	Population- <u>1304</u>
102 Sherman Street Deadwood, SD 57732	Prepared by: Brady Hunsaker

Annual Subscription Fees

<u>Application(s) and Service(s)</u>	<u>Package Price</u>	<u>Billing</u>
License Management - Available on any computer, tablet, or mobile device using Chrome browser - Licensing for business, alcohol, liquor, etc. - Free letters and / or permits utilizing iWorQ's template library, and up to 3 custom letters. - Reminder letter generation	\$2,150.00	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$2,150.00	

One-Time Setup, GIS integration, and Data Conversion Fees

<u>Service(s)</u>	<u>Full Price Cost</u>	<u>Package Price</u>	<u>Billing</u>
One-Time Setup Total (This amount will be added year 1)	\$1,500.00	\$0.00	Year One

NOTES SERVICE(S) DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.

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POSITION DESCRIPTION

FACILITIES MAINTENANCE TECH/IT SPECIALIST

GENERAL PURPOSE

Employee is responsible for Facilities Department procedures, routine and preventive maintenance, and other related operational duties with an emphasis on the organization, coordination and management of all aspects for general upkeep of the city buildings and the city's IT infrastructure.

SUPERVISION RECEIVED

Employee works under the general direction of the Transportation and Facilities Director.

SUPERVISION EXERCISED

Employee supervises all full time, part time, and seasonal facilities employees in the absence of the Transportation and Facilities Director.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Must have working knowledge and be capable of maintaining and operating all of the city's building and IT needs.

Makes written recommendation for discipline and/or dismissal.

Directs and plans work on a daily and weekly basis for all aspects of the facilities department.

Maintains inventory of items needed and used for the repairs and maintenance of the public properties being maintained.

Assists the Transportation and Facilities Director with budget planning.

Ensures that adequate preventive maintenance and routine maintenance are in place for the Facilities department and is completed.

Enforces all safety rules and regulations.

Schedules maintenance as needed.

Manage staff to perform the day to day operations of all city owned properties

Cooperates with other city departments and assists when needed.

Conducts other duties as needed or assigned by the Transportation and Facilities Director.

DESIRED MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE

Must have a high school diploma or a GED equivalent.

Must have a minimum of two years of post-high school education or on the job training that applies to the general job description

Must have supervisory experience.

A minimum of two (2) years' experience in the general maintenance of facilities and IT infrastructure

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

Must have a working knowledge in mechanical and carpentry repairs.

Must be able to plan, organize, delegate and instruct all new facilities employees on equipment used by the department and document the training.

Must be able to perform the upkeep of the city's facilities which include HVAC systems, computers, servers, carpentry, and all infrastructure inside and out.

SPECIAL REQUIREMENTS

Must have a valid South Dakota driver's license.

TOOLS AND EQUIPMENT USED

Heavy equipment and machinery, hand tools, specialty maintenance equipment, computer, welder, power tools, and various electrical meters.

PHYSICAL DEMANDS

The physical demands described here are respectively those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must be able to sit for a period of time. The employee must be able to lift or move 75 pounds. Specific vision abilities required for this job include close, distant, color, peripheral vision, depth perception and ability to focus.

WORK ENVIRONMENT

Lighting: natural or fluorescent

Space: large, open spaces or small spaces for repairs

Temperature: extreme hot or cold temperatures may be encountered

Flooring: concrete, dirt, gravel, snow, ice, grass, etc.

Lifting: frequently up to 75 pounds

The work environment characteristics described here are representative of those an employee encounters while performing the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works outside in all types of weather conditions and is exposed to wet, hot, humid, cold conditions, fumes or certain airborne particles. The employee occasionally works near moving mechanical parts.

The noise level in the work environment is usually moderate to noisy.

SELECTION GUIDELINES

Formal application, rating of education and experience, oral interviews and reference check; job related test may be required.

The job description does not constitute an employment agreement between employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

FUNCTIONAL JOB DESCRIPTIONS

DATE: _____

Position: Facilities Maintenance Tech/IT Specialist

Employee Name: _____

Physician Approval: _____

Date Developed: 12/21/20 Revisions: 12/21/20

PHYSICAL DEMANDS

Note: In terms of an eight hour workday. 8 or 10 hour day. 7 days/wk. Weekends, holidays.

ACTIVITY	HOURS AT ONE TIME	TOTAL IN AN 8 - 10 HOUR DAY	COMMENTS
Sit	2	6 - 9	
Stand	1	6 - 9	
Walk	1	6 - 9	Uneven surfaces, steps.

Occasionally = 1% - 33% Frequently = 34% - 66% Continuously = 67% - 100%

ACTIVITY	NON E	OCCASIONAL	FREQUENTLY	CONTINUOUSLY	COMMENTS
Bend/Stoop		X			
Squat		X			
Crawl		X			
Climb		X			
Reach		X			
Reach above shoulder level		X			
Crouch		X			
Kneel		X			

Balance		X			
Push/Pull		X			

PHYSICAL DEMANDS

ACTIVITY	MAXIMUM	FREQUENTLY	CONTINUOUSLY	COMMENTS
Carry (pounds)	75 pounds	50 pounds		
Lift (pounds)	75 pounds	50 pounds		

ACTIVITY	RIGHT	LEFT	COMMENTS
Use of foot controls.	X	X	Operate motor vehicles
Simple hand grasping	X	X	
Firm hand grasping	X	X	
Fine manipulating	X	X	

SENSORY PERCEPTIONS

ITEM	YES	NO	COMMENTS
Hearing: Less than 40db loss @ 500 Hz, 1000 Hz, and 2000 Hz with or without correction. Ability to receive detailed information through oral communication, and to make fine discriminations in sounds, such as when making fine adjustments on machined parts.	X		
Color Perception	X		
Depth Perception	X		
Less than arm's length work.	X		
70 ° field of vision.	X		
Potential Safety hazard.	X		

Requires protective clothing or personal protective devices.	X		Gloves, steel toe boots, arm guards, goggles, ear plugs, back braces, hard hats with shields, respirator, chaps.
Correctable vision to 20/40 Near/Far	X		

ESSENTIAL FUNCTIONS

WORKING CONDITIONS	YES	NO	COMMENTS
Worker is subject to inside environmental conditions; protection from weather conditions but not necessarily from temperature changes.	X		
The worker is subject to outside environmental conditions; no effective protection from weather.	X		
The worker is subject to both environmental conditions; activities occur inside and outside.	X		
Worker is subject to extreme cold, temperatures below 32° for periods of more than one hour.	X		
Worker is subject to extreme heat, temperatures above 100° for periods of more than one hour.	X		
Worker is subject to noise. There is sufficient noise to cause the worker to shout in order to be heard above the ambient noise level.	X		
Worker is subject to vibration; exposure to oscillating movements of the extremities or whole body.	X		Hand tools, vibratory tools.
Worker is subject to hazards. Includes a variety of physical conditions, such as proximity to moving mechanical parts, electrical current, working on high places, exposure to heat or chemicals.	X		
Worker is subject to atmospheric conditions; one or more of the following conditions that affect the respiratory system or the skin: fumes, odors, dusts, mists, gases, or poor ventilation.	X		

Worker is subject to oils. There is air and/or skin exposure to oils and other cutting fluids.	X		
Worker is subject to scheduled overtime.	X		
Worker is subject to unscheduled overtime.	X		
Worker is subject to emergency situations involving hazards, elements, and limited response time, creating stressful situations.	X		
Worker is subject to night work hours.	X		

MENTAL DEMANDS

MENTAL DEMANDS	YES	NO	INTENSITY/COMMENTS
Public Contact:			
Routine	X		
Complaint	X		
Emergency	X		
Handling Conflict	X		
Handling multiple priorities	X		
Make decisions with limited information.	X		
Make non-routine or unexpected judgments.	X		
Operate in absence of clear expectations or procedures.	X		
Operate under short time frames; deadlines	X		
Serious consequences of error.	X		
Use of tact and diplomacy.	X		
Reasoning:			
Apply procedure	X		
Develop new procedure	X		
Information ordering: arrange things or actions in a certain order.	X		
Visualization: imagining how something will work.	X		
Comparison of letters, numbers, or patterns quickly and accurately.	X		
Communication Skills:			
Develop written communications requiring grammar skills.	X		
Interact with customers on an explanatory basis.	X		
Interact with groups of people.	X		

Math Skills:			
Basic skills of addition, subtraction, and multiplication.	X		
Advanced math skills.	X		
Reading Skills:			
Basic instructions material	X		
Technical information	X		
Other			
Other.			

**JOB DESCRIPTION EMPLOYEE AGREEMENT
for FACILITIES MAINTENANCE TECH/IT SPECIALIST**

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

Employee Signature

Date

61K

POSITION DESCRIPTION

TRANSPORTATION SUPERINTENDENT

GENERAL PURPOSE

Employee is responsible for Transportation (trolley) Department procedures, routine and preventive maintenance, and other related operational duties with an emphasis on the organization, coordination and management of all aspects for general upkeep of the city transportation system

SUPERVISION RECEIVED

Employee works under the general direction of the Transportation and Facilities Director.

SUPERVISION EXERCISED

Employee supervises all transportation employees.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Must have working knowledge and be capable of operating all transportation equipment.

Makes written recommendation for discipline and/or dismissal.

Directs, plans, and schedules work on a daily and weekly basis for all aspects of the transportation department.

Maintains inventory of items needed and used for the repairs and maintenance of the transportation equipment being maintained.

Servicing, maintains, and does repairs on the fleet.

Assists the Transportation and Facilities Director with budget planning.

Ensures that adequate preventive maintenance and routine maintenance are in place for the transportation department and is completed.

Enforces all safety rules and regulations.

On call during hours of trolley operation.

Schedules drivers as needed and drives fill-in

Performs administrative duties that include keeping accurate records of operations, maintenance, and advertising or trolley schedules

Cooperates with other city departments and assists when needed.

Conducts other duties as needed or assigned by the Transportation and Facilities Director.

DESIRED MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE

Must have a high school diploma or a GED equivalent.

Must have supervisory experience.

A minimum of three (3) years experience in the upkeep and maintenance of medium duty vehicles

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

Must have a working knowledge in mechanical repairs.

Must be able to plan, organize, delegate and instruct all transportation employees on equipment used by the department and document training.

Must be able to perform the upkeep of the city's transportation

SPECIAL REQUIREMENTS

Must have a valid South Dakota commercial driver's license with a passenger endorsement.

TOOLS AND EQUIPMENT USED

Medium duty vehicles (Trolleys), various mechanical tools including but not limited to hand, air powered, electrical and hydraulic.

PHYSICAL DEMANDS

The physical demands described here are respectively those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must be able to sit for a period of time. The employee must be able to lift or move 75 pounds. Specific vision abilities required for this job include close, distant, color, peripheral vision, depth perception and ability to focus.

WORK ENVIRONMENT

Lighting: natural or fluorescent

Space: large, open spaces or small spaces for repairs

Temperature: extreme hot or cold temperatures may be encountered

Flooring: concrete, dirt, gravel, snow, ice, grass, etc.

Lifting: frequently up to 75 pounds

The work environment characteristics described here are representative of those an employee encounters while performing the essential function of this job. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works outside in all types of weather conditions and is exposed to wet, hot, humid, cold conditions, fumes or certain airborne particles. The employee occasionally works near moving mechanical parts.

The noise level in the work environment is usually moderate to noisy.

SELECTION GUIDELINES

Formal application, rating of education and experience, oral interviews and reference check; job related test may be required.

The job description does not constitute an employment agreement between employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

FUNCTIONAL JOB DESCRIPTIONS

DATE: _____

Position: Transportation Superintendent

Employee Name: _____

Physician Approval: _____

Date Developed: 12/15/20 Revisions: 12/15/20

PHYSICAL DEMANDS

Note: In terms of an eight hour workday. 8 or 10 hour day. 7 days/wk. Weekends, holidays.

ACTIVITY	HOURS AT ONE TIME	TOTAL IN AN 8-10 HOUR DAY	COMMENTS
Sit	2	6 - 9	
Stand	1	6 - 9	
Walk	1	6 - 9	Uneven surfaces, steps.

Occasionally = 1% - 33% Frequently = 34% - 66% Continuously = 67% - 100%

ACTIVITY	NON E	OCCASIONAL	FREQUENTLY	CONTINUOUSLY	COMMENTS
Bend/Stoop		X			
Squat		X			
Crawl		X			
Climb		X			
Reach		X			
Reach above shoulder level		X			
Crouch		X			
Kneel		X			

Balance		X			
Push/Pull		X			

PHYSICAL DEMANDS

ACTIVITY	MAXIMUM	FREQUENTLY	CONTINUOUSLY	COMMENTS
Carry (pounds)	75 pounds	50 pounds		
Lift (pounds)	75 pounds	50 pounds		

ACTIVITY	RIGHT	LEFT	COMMENTS
Use of foot controls.	X	X	Operate motor vehicles
Simple hand grasping	X	X	
Firm hand grasping	X	X	
Fine manipulating	X	X	

SENSORY PERCEPTIONS

ITEM	YES	NO	COMMENTS
Hearing: Less than 40db loss @ 500 Hz, 1000 Hz, and 2000 Hz with or without correction. Ability to receive detailed information through oral communication, and to make fine discriminations in sounds, such as when making fine adjustments on machined parts.	X		
Color Perception	X		
Depth Perception	X		
Less than arm's length work.	X		
70 ° field of vision.	X		
Potential Safety hazard.	X		

Requires protective clothing or personal protective devices.	X		Gloves, safety glasses, and ear plugs
Correctable vision to 20/40 Near/Far	X		

ESSENTIAL FUNCTIONS

WORKING CONDITIONS	YES	NO	COMMENTS
Worker is subject to inside environmental conditions; protection from weather conditions but not necessarily from temperature changes.	X		
The worker is subject to outside environmental conditions; no effective protection from weather.	X		
The worker is subject to both environmental conditions; activities occur inside and outside.	X		
Worker is subject to extreme cold, temperatures below 32° for periods of more than one hour.	X		
Worker is subject to extreme heat, temperatures above 100° for periods of more than one hour.	X		
Worker is subject to noise. There is sufficient noise to cause the worker to shout in order to be heard above the ambient noise level.	X		
Worker is subject to vibration; exposure to oscillating movements of the extremities or whole body.	X		Hand tools, vibratory tools.
Worker is subject to hazards. Includes a variety of physical conditions, such as proximity to moving mechanical parts, electrical current, working on high places, exposure to heat or chemicals.	X		
Worker is subject to atmospheric conditions; one or more of the following conditions that affect the respiratory system or the skin: fumes, odors, dusts, mists, gases, or poor ventilation.	X		
Worker is subject to oils. There is air and/or skin exposure to oils and other cutting fluids.	X		

Worker is subject to scheduled overtime.	X		
Worker is subject to unscheduled overtime.	X		
Worker is subject to emergency situations involving hazards, elements, and limited response time, creating stressful situations.	X		
Worker is subject to night work hours.	X		

MENTAL DEMANDS

MENTAL DEMANDS	YES	NO	INTENSITY/COMMENTS
Public Contact:			
Routine	X		
Complaint	X		
Emergency	X		
Handling Conflict	X		
Handling multiple priorities	X		
Make decisions with limited information.	X		
Make non-routine or unexpected judgments.	X		
Operate in absence of clear expectations or procedures.	X		
Operate under short time frames; deadlines	X		
Serious consequences of error.	X		
Use of tact and diplomacy.	X		
Reasoning:			
Apply procedure	X		
Develop new procedure	X		
Information ordering: arrange things or actions in a certain order.	X		
Visualization: imagining how something will work.	X		
Comparison of letters, numbers, or patterns quickly and accurately.	X		
Communication Skills:			
Develop written communications requiring grammar skills.	X		
Interact with customers on an explanatory basis.	X		
Interact with groups of people.	X		
Math Skills:			
Basic skills of addition, subtraction, and multiplication.	X		
Advanced math skills.		X	

Reading Skills:			
Basic instructions material	X		
Technical information	X		
Other			
Other.			

**JOB DESCRIPTION EMPLOYEE AGREEMENT
for TRANSPORTATION SUPERINTENDENT**

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

Employee Signature

Date

8A

**NOTICE OF PUBLIC HEARING
OPEN CONTAINER, SPECIAL TEMPORARY LIQUOR LICENSE
ROAD GRUB THROWDOWN**

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 on December 21, 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:

Special Full Temporary Liquor License

Friday August 6, Saturday, August 7, Sunday, August 8, Monday, August 9, and Tuesday, August 10 2021 from 9:00 a.m. to 9:00 p.m..

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 7th day of December, 2020.

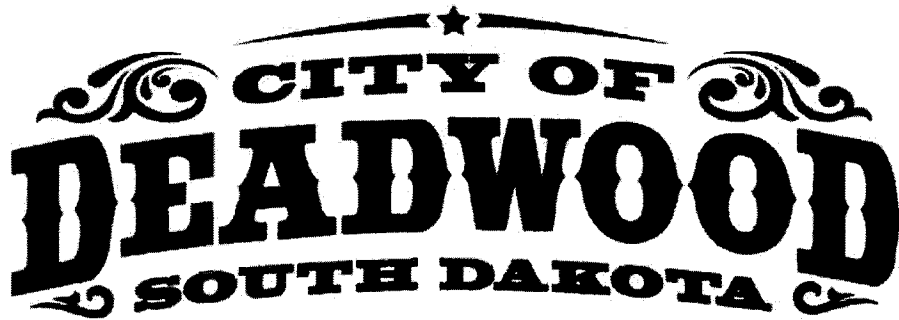
CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Publish: B.H. Pioneer, December 10, 2020

For any public notice that is published one time:

Published once at the total approximate cost of _____.



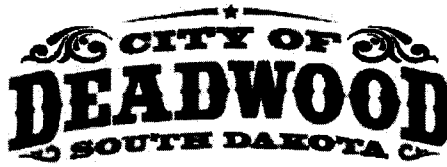
Event Complex Rental and Use Agreement

Event: 2021 Road Grub Throwdown

Date: 9/9/2020

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

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



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Road Grub Throwdown

Contact Information:

Name of Applicant: Mark Masker

Business/Organization: Road Grub Shows LLC

Mailing Address: 1011 28th St

City, State Zip: Parkersburg, WV 26104

Business Phone: 310 801-7063

Cell Phone: 310 801-7063

Email Address: mark_masker@roadgrubshow.com

Dates Event Complex requested:

Set up Date(s): 8/5/21

Hour(s): 4 am to 9 pm

Event Date(s): 8/6/21-8/10/21

Hour(s): 9 am to 9 pm

Clean-up Date(s): 8/11/21

Hour(s): 8 am to 8 pm

Approximate number of people who will attend: 1000-5000/day

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

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

Office use Only
Key #
Key #
Key #
Key #
Key #
Key #
Key #

Deadwood Event Complex Rental and Use Agreement

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

Rental Fees:

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

Ticketed Events:

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

Rental Fees subject to change.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Event Complex Facilities	\$ <u>2,100.00</u>	Key Deposit	\$ <u>100.00</u>
Parking Lots	\$ <u>1,400.00</u>	Cleaning/Damage Deposit	\$ <u>1,000.00</u>
Baseball Fields	\$ <u>0.00</u>		
Total Fees	\$ <u>3,500.00</u>	Total Deposits	\$ <u>1,100.00</u>

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

Organization: Road Grub Shows LLC

Name: Mark Masker

Title: CEO

Signature: 

Date: 9/9/2020

For Office Use Only:

Date Fees Received _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

Welcome to the 2021 Road Grub Throwdown

The all-new 2021 Road Grub Throwdown fires up at the Deadwood Events Complex August 6-10. It's a large venue including a football field, two baseball diamonds, and a rodeo corral. The 2021 rally will be a big one as society uncorks following the pandemic issues we all face, and with that much space, clearly, the plan is to go as big as the rally itself.

Road Grub Throwdowns are food competitions held at some of the largest motorcycle and car events in the country, complete with exhibitor areas. They're an ideal opportunity for every brand in the motorcycle and powersports industry to reach new customers because the appeal isn't limited to just gearheads. Everybody eats and enjoys quality outdoor cooking. The events are also perfect for food, beverage, and outdoor brands to reach a huge audience in central locations in just a few days.

A Road Grub Throwdown centers around the popular competition format of 10-15 contestants cooking food on a time limit, to be judged by a panel of three celebrity judges. The panel consists of two culinary professionals and a well-known powersports industry professional. The theme for each day changes; one day may be chili, one may be hot wings. Mixed into the heat of competition is the bodacious personalities tied to motorcycling- the will be an event series to both watch AND taste!

For the inaugural year during the Black Hills Rally, there'll be two different classes for the food competitions: Pro Stock (HOG vs IMOG teams) and Run What Ya Brung (open to the general public).

Pro Stock: HOG vs IMRG

Rivalries die hard and stoke attention like nothing else. How fun would it be to have a Harley vs Indian event? Two teams of five, each cooking on individual grills, compete for both individual and team prizes. The team with the highest point total wins the day's big prize, while the three individual HOG and IMRG competitors win individual prizes as well. The team with the highest total for the entire five days wins the Grand Prize and a trophy they'll have to defend next year if they want to keep it, a la Stanley Cup.

Prize opportunities include sponsor activations and give-aways. Optional incentives include winning teams receiving a one-year discount for that company's products for the entire HOG or IMRG membership. Example: the third place finisher for day one is a HOG member. He or she wins a high-end chef knife set from KAI Knives. For the next twelve months, all other HOG members get a 10% discount on the purchase of KAI Knives. It's very win-win at minimal cost to all companies involved and will increase brand visibility to customers who already exhibit premium brand loyalty.

Given the size and variety of open space available to us, activation opportunities are significant and flexible to sponsoring brands' needs. Possibilities include HOG and IMRG bar areas open to members only. Beverage companies would be welcome to sponsor each one and there could be member-only gift bags, shirts, and special Road Grub Throwdown pins and patches as well. For one of the nights, we might plan on holding a members-only VIP dinner in the chuck wagon area as well. Premiums that reflect both the party and the community of riders attending.

Future plans include adding a Harley-Davidson vs Indian competition to our 2022 event, with famous pit masters as team leaders in our Top Fuel division. The winning company of that event would take home a trophy similar to the one above. For instance, if H-D and Yoder Smokers and Indian and Traeger are still collaborating, that sets up the two pellet smokers competing as well.

Run What Ya Brung

Ten lucky people sign up online to compete in one of our other daily cooking competitions. Judging works exactly like the Pro Stock. You decide which battle(s) you want to fight so if you're really feeling froggy, you're more than welcome to enter multiple competitions. The top three competitors for each daily competition win cash and prizes. Additionally, the top three one-day scores for the Throwdown win grand prizes as well.

Charity Fundraising

Riders are a generous lot. We want to raise money for charity at the Throwdowns, either local causes or national ones or both. Because the first Throwdown in Deadwood gives us ready access to working with its casinos, we will team up with them for charity poker tournaments on their premises after hours. We also have plenty of time and space for stage raffles, charity food and beverage events, and we're open to other ideas that speak to sponsoring brand values and exclusive activations as well.

Bike Shows and Geocaching Ride

There is nothing like checking out cool motorcycles with a full belly, so we will hold a vintage motorcycle show next to the corral area, near where our chefs will be cooking the VIP chuck wagon dinners and breakfasts. It's a natural fit for the Old West-meets-early-motorcycling element to our Deadwood experience. We'd also tie that into a 25-mile loop of geocaching or poker run locations for prizes too. Each location would have some historic significance to the area and participants would need to post hashtagged photos on Instagram to qualify for the prizes - increasing both social media visibility and tracking of the promotions. Tying in with the Motorcycle Cannonball would be a natural fit and speaks not only to classic bikes - but those who really ride them as they were intended. Other bike show opportunities include sidecar, chopper, and perhaps even stoking new classes such as electric and alternative takes.

As we expand, we are inviting renowned bike builders into the mix by giving them each a grill to customize in their signature styles at the end of our year one event. They'd have one year to customize it as they see fit. At the 2022 Sturgis event, the finished grills would be judged in a show bike style competition on one day. On the next, each builder team would have to battle it out in a cooking competition.

Exhibitors, Demos, and the VIP Experience

If all of that's not enough to stoke the competitive spirit, check out demos by our sponsors, spotlights on local restaurants, and browse all the killer kitchen and grilling toys and items in the surrounding exhibitor area.

For sponsors and exhibitors, Road Grub Throwdowns are the perfect vehicles for marketing and selling products both within and outside of the world of powersports. Many powersports consumers are outdoor chefs themselves who also love to travel. The shows reach across culinary, beverage, powersports, and outdoor industries all in one place at one time. All at events with built-in attendances reaching as high as 450,000 people in a week. For motorcycle manufacturers, the events are also an opportunity to reach and recruit new riders into the thrilling world of motorcycling in a significantly new way than has been done in the past.

Attendees who purchase a VIP pass in advance get their own chow on at the VIP tent and bar area where they'll enjoy awesome food from culinary talent serving great grub of their own. This is separate from the Deadwood complex's concessions. Our VIP dining experience will have an Old West theme, with food made by chuckwagon chefs and a special VIP tent saloon in the corral area. This is in addition to our bar area for the general public. Brent Bolton, who is well known in the world of Dutch oven cooking and competition chuck wagons, is the chef in charge.

Celebrity Judges

Currently our list of interested celebrity judges from the worlds of barbecue, cast iron cooking, and hot sauce include Brent Bolton, John "CaJohn" Hard, Ray "Dr BBQ" Lampe, and Vic Clinco. Additionally, there will be daily rotating celebrity judges from the motorcycle world, and sponsor representatives added in for additional value.

Schedule:

VIP Breakfasts and Dinners: Throwdowns use local history as inspiration for its VIP breakfasts and dinners. For the Black Hills Rally, since it's Deadwood, we're having an authentic chuck wagon experience only with fine dining-level cuisine and period-inspired cocktails each morning and evening. For our Daytona show in 2022, it will be pirate themed with seafood. The 2022 Vegas show will draw on the city's mob roots. Here is the proposed daily schedule for the 2021 event in Deadwood.

Daily Schedule Friday-Tuesday:

- 9 am opening; VIP breakfast
- 9:30 am: Competitor meeting
- 10-12:00 pm: HOG vs IMRG Competitor cooking and turn-in.
- 12-12:30 pm: Competition judging
- 1-3:00 pm: Run What Ya Brung cooking and turn-in.
- 3-3:30 pm: Competition judging
- 3:45-4:15 pm: Sponsor demo on stage; this will be a how-to related to the day's competition (burger competition, burger tips and techniques demonstration, for example)
- 4:30-5:30 pm: On stage eating competition where 10-15 contestants compete either to eat the most of the day's themed food or eat a set amount of food in the fastest time. There would be an entry fee, part or all of which would go to the prize pool.
- 5:45-6:15 pm: Cocktail-making competition. The day's winner gets their entry added to the drink menu for the rest of the show, plus a daily grand prize and the top three spots get prize money.
- 6:30 pm-7:00 pm: The day's awards presentation and closing.
- 7:30 pm-9:30 pm: VIP dinner

In addition, there will be DJ music and sponsor demos on stage during the cooking times. More attractions are being added all the time; all with the goals of keeping the crowd happy and entertained.

Exhibitor Booth Fees

A 10x10-foot booth for the 2021 Road Grub Throwdown costs \$600 for three days or \$800 for five days. Exhibitors are welcome to purchase more than one booth. If you decide to buy booth space early for our 2022 shows, you can lock in the 2021 rate for the entire year and receive a 10% at each additional event beyond the first in 2022.

Accommodations

We're working on locking in a room block with one or more of the hotels in Deadwood right now.

Road Grub Sponsorship

We bring local flavor to our events. Not only does it help us stand out as an event, it also introduces attendees to types of food they may not consider otherwise. That's why our annual Black Hills Rally event would be such a ideal fit for the association. Sponsorship opportunities are flexible, so we're open to whatever ideas they want to explore at our shows. Road Grub would like to offer:

- Booth Space for an activation, if desired.
- Product featured in all three days of cooking competitions, if applicable
- Product giveaway to daily food competition winners
- Stage announcements
- One demonstration on stage per day
- Raffles
- Goodie Bag placement
- Logo included in all advertising and marketing efforts
- Product spotlights on our social media channels and website
- Extensive banner placements
- Right of first refusal for sponsoring our 2022 shows
- Locking in the same deal for the 2022 series of shows if you decide to continue with us.
- We're also very open ideas that suit your brand. Our usual answer for anything our sponsors want to do is, "Yes."

All of our events feature sponsor products wherever applicable. For example; beverage companies -

- Company brands featured not just in all of the cocktail competitions but also in relevant cooking competitions. Competitors would be required to use those products in their dishes.
- Products and cocktails offered at not just our regular bar, but also the Old West-themed VIP tent saloon. These would be genuine recipes from history as well as modern cocktails.
- Cooking with those products in our VIP dinners (barbecue sauces)
- Dessert toppings (bourbon caramel, etc)
- Recipe cards for all of the above would also be given out to all show attendees.

Road Grub Shows LLC holds the liquor license and insurance for our Black Hills Rally event. The Deadwood complex gives us lots of room for any activations which you may have in mind, as well as quick access to casino and hotel accommodations.

Road Grub 2022 and Beyond

The Black Hills Rally 2021 is just the start. In 2022, we'll expanding to three events: Daytona Bike Week, The black Hills Rally, and Las Vegas Rally in the Alley. All three have massive attendance (over 100,000 people). Each also has a distinct history to be incorporated into each Road Grub Throwdown. We'll be adding Guinness World Record attempts at each event for largest cocktails ever made, using a 300+ gallon blender made just for that purpose. Sponsoring or buying a booth from us in 2021 gives you not just right of first refusal for these three events, you also get to lock in the same deal for each them as we agree to for the 2021 show. Sign up for more than one show at a time and you'll receive a 10% on each additional as well.

We have a vision for the first ten years and beyond. So far the concept has proven popular with outdoor, barbecue, and hot sauce companies, for obvious reasons. If you're interested in being involved, we'd be happy to share the plans with you.

About Mark Masker

Mark has been a motojournalist and food writer for over twenty years. He's written and photographed for many of the V-twin publications and now works with V-twin Visionary as well as Driving Line, the National Fiery Foods and Barbecue Show, and many other brands. In that time he's worked on food shows and competed himself. He can provide references on request.

**NOTICE OF PUBLIC HEARING
FOR STREET CLOSURE
FOR NEW YEARS EVE BALL DROP**

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 December 21, 2020 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Street Closure Request:

Main Street closure from Pine Street to Lee Street from 11:50 p.m. on December 31, 2020, to 12:10 a.m. on January 1, 2021 for the New Year's Eve Ball Drop at the Franklin Hotel.

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 7th day of December, 2020.

CITY OF DEADWOOD

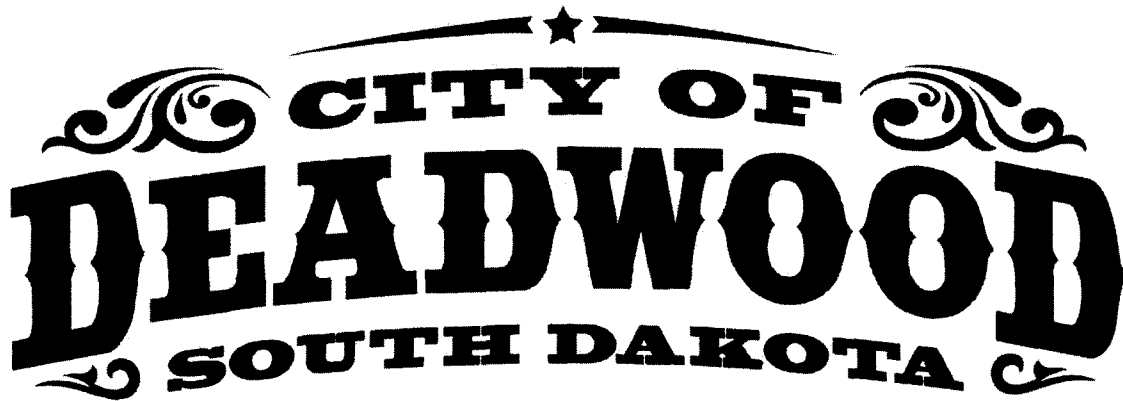
Jessica McKeown, Finance Officer

Publish B.H. Pioneer: December 10, 2020

For any public notice that is published one time:

Published once at the total approximate cost of _____.

Received:
Nov. 4, 2020



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

New Year's Eve Ball Drop

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).

Type of Event:

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

Event Title: New Year's Eve Ball Drop

Event Date(s): 12-31-2020 Total Anticipated Attendance: _____
(month, day, year) (# of Participants 10 # of Spectators 2000)

Actual Event Hours: (from): 11:50pm AM / PM (to): 12:10am AM / PM

Location / Staging Area: Main Street from Pine to Lee Street

Set up/assembly/construction Date: 12-29-2020 Start Time: 8am AM / PM

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

All setup in on the Veranda and Franklin Hotel

Dismantle Date: 01/01/2021 Completion time: 5pm 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:

Main Street from Lee St. to Pine St. from 11:50pm on 12/31/2020 to 12:10am on 1-1-2021.

- 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.

☒ Commercial (for profit)

☐ Noncommercial (nonprofit)

Sponsoring Organization: Silverado/Franklin Historic Hotel and Casino

Chief Officer of Organization (NAME): Tom Rensch

Applicant (NAME): John Rystrom Business Phone: (605) 578-3670

Address: 709 Main St. Deadwood SD 57732
(city) (state) (zip code)

Daytime phone: (605) 578-3670 Evening Phone: (____) _____ Fax #: (605) 578-1366

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 John Rystrom Pager/Cell #: 605-920-1001

(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.

NO YES



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



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

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:

Ball Drop from Franklin Hotel to Franklin Veranda at midnight. We will be using a lighted ball, balloons, and an electric display.

**NOTICE OF PUBLIC HEARING
APPLICATION OF TRANSFER FOR
RETAIL (ON-OFF SALE) MALT BEVERAGE AND RETAIL (ON SALE) LIQUOR
LICENSES**

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 December 21, 2020, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 1:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

1 – Retail (on-sale) Liquor License (RL-5542):

Notice of transfer from Bullock Hospitality LLC, Lot 1, part of School Lot 1, Lot R-6, sub of Lot R-6, part of lots 50, 51, 52 & 53, Block 30 & Lots 31 & 33, & Tract in rear of Lots 31, & 33, Block 16, to SRK Development dba Bullock Hotel at 633 Main Street.

1 – Retail (on-off sale) Malt Beverage & SD Farm Wine License (RB-2445):

Notice of transfer from Bullock Hospitality LLC, Lot 1, part of School Lot 1, Lot R-6, sub of Lot R-6, part of lots 50, 51, 52 & 53, Block 30 & Lots 31 & 33, & Tract in rear of Lots 31, & 33, Block 16 to SRK Development dba Bullock Hotel at 633 Main Street.

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

Dated this 7th day of December, 2020

CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Publish: B.H. Pioneer – December 10, 2020

For any public notice that is published one time:

Published once at the total approximate cost of _____.

**NOTICE OF PUBLIC HEARING
APPLICATION OF TRANSFER FOR
RETAIL (ON-OFF SALE) MALT BEVERAGE AND CONVENTION CENTER (ON
SALE) LIQUOR LICENSES**

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 December 21, 2020, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 1:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

1 – Retail (on-off sale) Malt Beverage & SD Farm Wine (RB-21688):

Notice of transfer from NMD Venture LLC, Tracts A & of the Plat of Tracts A, B, C Located in Lots 3, 9, & 10 & a portion of M.S. 73, Original Town, City of Deadwood to SRK Development, LLC dba Hickok's Hotel & Casino at 685 Main Street.

1 – Convention Center (on sale) Liquor (CL-508):

Notice of transfer from NMD Venture LLC, Tracts A & of the Plat of Tracts A, B, C Located in Lots 3, 9, & 10 & a portion of M.S. 73, Original Town, City of Deadwood to SRK Development, LLC dba Hickok's Hotel & Casino at 685 Main Street.

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

Dated this 7th day of December, 2020

CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Publish: B.H. Pioneer – December 10, 2020

For any public notice that is published one time:

Published once at the total approximate cost of _____.

**ORDINANCE NO. 1317
AN ORDINANCE AMENDING BUSINESS
IMPROVEMENT DISTRICT NO. 9 OF THE
CITY OF DEADWOOD, SOUTH DAKOTA**

BE IT ORDAINED by the City of Deadwood, South Dakota

SECTION 1: Pursuant to SDCL 9-55 Business Improvement District No. 9 of the City of Deadwood, South Dakota, is hereby created.

SECTION 2: Business Improvement District No. 9 shall have the following boundaries:

Transient Commercial Property Owners-hotels & motels

Group 1

BH Inn & Suites	206 Shadow Lane
Celebrity Hotel	629 Main Street
Deadwood Cottages	390 Main Street
Deadwood Cottages	388 Main Street
Deadwood Dicks Hotel	51 Sherman Street
Deadwood Miners	137 Charles Street
Deadwood Rentals	36 Water Street
Trucano B & B	124 Charles Street

Group 2

Bullock Hospitality	633-635 Main Street
Deadwood Gulch Gaming Resort	304 Cliff Street
Deadwood Mountain Grand	1906 Deadwood Mtn Dr.
Deadwood Station	68 Main Street
Doubletree By Hilton	360 Main Street
First Gold Hotel/Travelodge	270 Main Street
Four Points Hotel	575 Main Street
Franklin Hotel	709 Main Street
Gold Dust Hotel/Pineview	23 Lee Street
Gold Country Inn	801 Main Street
Hampton Inn at Tin Lizzies	555 Main Street
Hickok's Hotel & Casino	685 Main Street
Holiday Inn Express	22 Lee Street
Iron Horse Inn	27 Deadwood
SpringHill Suites by Marriott	322 Main Street
Tru by Hilton	372 Main Street

Non-Transient Commercial Property Owners

Berg Jewelry and Gift	650 Main Street
Black Hills Novelty, LLC	69 Sherman
Deadwood Harley	681 Main Street
Fun Time (David Barth)	29 Lee Street
Jacobs Gallery	670 Main Street
Madam Peacock's	638 Main Street
Nugget, LLC (Wayne Morris)	696 Main Street
Patchstop, LLC	666 Main Street
Pink Door 629	629 Main Street
RE Center of DWD	11 Charles Street

Any lodging or non-lodging establishments not listed but can become a part of this district and included in boundaries by petition and approval of City Commission.

SECTION 3: A Resolution of Intent 2019-09, for the continuation of this district, was approved on the 18th day of March, 2019, and adopted after the public hearing on the 6th day of May, 2019.

SECTION 4: Business Improvement District No. 9 is created for the purpose of funding Main Street revitalization efforts focusing on the promotion and operation of the Outlaw Square.

The total estimated or proposed costs for the above projects and activities is projected to be annually, with the revenues from the occupancy tax to fund some or all of the above projects and activities.

SECTION 5: An occupational tax in the amount of Two Dollars (\$2.00) per night shall be imposed upon transient guests based upon rooms rented by any of the above hotels, motels or lodging establishments in Group 1.

An occupational tax in the amount of One Dollar (\$1.00) per night shall be imposed upon transient guests based upon rooms rented by any of the above hotels, motels or lodging establishments in Group 2. This occupation tax shall be fair, equitable and uniform as to class. No occupational tax may be imposed on any transient guest who has been offered a room by a lodging establishment on a complimentary basis and no fee or rent was charged for such room. This

tax rate shall be subject to establishment and adjustment by the Deadwood City Commission, by resolution upon recommendation from the Board of Business Improvement District No. 9.

And a general occupation tax based on the linear front footage of the above described non-gaming establishments. The amount of the tax shall be \$50 per month for each non-lodging establishment which has 30 or less linear feet of front footage, and shall be \$75 per month for each non-lodging establishment with more than 30 linear front footage feet.

SECTION 6: The Deadwood City Finance Officer is authorized and directed, with the advice and recommendations of the Board of Business Improvement District No. 9, to determine and compute the tax in accordance with this ordinance. The occupational tax assessed pursuant to the terms of this ordinance shall be remitted by the 20th day of each month to the Deadwood City Finance Officer, with the remittance to be for the previous calendar month's tax collections. The City Finance Officer and the Board of Business Improvement District No. 9 or its designee or any person or firm contracted by the City Finance Officer and the Business Improvement District Board shall be entitled to audit the books, ledgers, or franchise reports of any hotel, motel or lodging establishment subject to the terms of this act, including the right to inspect daily reports of such hotels and motels so as to ensure that the occupancy tax assessed by this act is being properly remitted to the City of Deadwood. The City Finance Officer shall be entitled to seek injunctive relief against any hotel, motel or lodging or non-lodging establishment which does not remit the proper amount of tax monies when due, which relief may be in the form of an action requiring the offending hotel, motel or non-lodging establishment owner to allow entry upon their property and access to their records, computers, or books so as to verify that the hotel, motel, lodging, or non-lodging establishment is remitting all monies

it collects pursuant to this ordinance and the laws of the State of South Dakota. Each hotel, motel, lodging or non-lodging establishment subject to this ordinance shall keep accurate records of amounts collected from transient guests for review by the City Finance Officer or its designee, pursuant to this ordinance.

SECTION 7: All remittances of occupancy tax collected pursuant to this ordinance shall be due and received in the office of the City of Deadwood Finance Officer on or before the 20th day of the month following the month for which the occupancy tax remittances are due. All amounts that are not received on or before the 20th day of the month will be charged a late fee in the amount of ten percent (10%) of the total amount due. Failure to pay such tax shall also constitute a violation of this ordinance which may be punishable by a fine, not to exceed Five Hundred Dollars (\$500), to be paid to the City of Deadwood. Any unpaid balance under this ordinance shall constitute a lien upon the property owned by the business or user of space being taxed and shall become a lien against and shall run with the property and may be enforced and collected in the same manner as other unpaid real property taxes and assessments. The City of Deadwood Finance Officer shall certify all unpaid amounts or balances to the county treasurer for collection in the same manner as general property taxes are collected. Further, the City of Deadwood shall have the ability to deny the issuance of any permits or licenses or any renewals thereof to any business or premise that fails to conform to the provisions of this ordinance, including, but not limited to, building permits, malt beverage licenses, and liquor licenses.

SECTION 8: Nothing within the body of this ordinance shall be construed as limiting of any other rights which the City of Deadwood has, or may pursue in seeking collection of monies received but not paid under the terms of this ordinance. In the event that this tax becomes subject to supervision by the State of South Dakota through the State's Department of Revenue, any rights which Deadwood has herein shall be deemed cumulative to any powers which inure to the benefit of the State.

SECTION 9: In the event of any civil or criminal action being filed seeking collection of any delinquent assessments, the offending hotel, motel or lodging establishment shall be responsible for and pay all attorney's fees and costs incurred by the City of Deadwood in seeking payment under the terms of this ordinance.

SECTION 10: All costs incurred by the City of Deadwood or the City Finance Officer or the Board pursuant to this ordinance shall be paid from occupancy and frontage foot taxes collected under this ordinance. An annual administration fee of \$10,000.00 will be paid to City of Deadwood Finance Department to offset legal and administration expenses.

SECTION 11: Each hotel, motel or lodging establishment shall account for complimentary rooms which are also subject to audit by the City Finance Officer and the Board of Business Improvement District No. 9 or its designee or contractor with such records to show the basis for offering such room on a complimentary basis.

SECTION 12: Should any section, clause or provision of this ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part declared to be invalid.

SECTION 13: Any business governed by this ordinance shall sign a sworn statement to be submitted along with the remittance for any tax imposed by this ordinance on or before the 20th day of each month stating as follows:

I declare, under penalty of perjury, that the above accounting of rooms rented is accurate and the tax payment made herein is accurate to the best of my knowledge according to my business records.

Signed_____ Date_____
Title_____

SECTION 14: This ordinance shall be effective on the 1st day of January, 2020.

Dated this 21st day of December, 2020.

CITY OF DEADWOOD

David Ruth, Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

First Reading: December 7, 2020
Second Reading: December 21, 2020
Published: December 24, 2020
Adopted: January 13, 2021

**ORDINANCE NO. 1318
AN ORDINANCE AMENDING
BUSINESS IMPROVEMENT DISTRICT NO. 8 OF THE
CITY OF DEADWOOD, SOUTH DAKOTA**

BE IT ORDAINED by the City of Deadwood, South Dakota

SECTION 1: Pursuant to SDCL 9-55 Business Improvement District No. 8 of the City of Deadwood, South Dakota, is hereby created.

SECTION 2: Business Improvement District No. 8 shall have the following boundaries:

Deadwood Gulch Gaming Resort	304 Cliff Street
Deadwood Mountain Grand	1906 Deadwood Mtn. Drive
Deadwood Station	68 Main Street
Doubletree By Hilton (Cadillac Jacks)	360 Main Street
First Gold Hotel	270 Main Street
First Gold Hotel/Travelodge	250 Main Street
Four Points Hotel	575 Main Street
Franklin Hotel	709 Main Street
Gold Country Inn	801 Main Street
Gold Dust Hotel (Pineview)	23 Lee Street
Hampton Inn at Tin Lizzies	555 Main Street
Holiday Inn Express	22 Lee Street
SpringHill Suites by Marriott	322 Main Street
The Lodge at Deadwood	100 Pine Crest Lane
Tru by Hilton	372 Main Street

Any lodging establishments not listed but can become a part of this district and included in boundaries by petition and approval of City Commission, but excluding any bed and breakfast establishments:

SECTION 3: A Resolution of Intent 2018-09, for the continuation of this district, was approved on the 20th day of February, 2018, and adopted after the public hearing on the 2nd day of April, 2018.

SECTION 4: Business Improvement District No. 8 is created for the purpose of funding a portion or all of the following future proposed public

facilities, improvements and activities along with costs of acquisition, construction, maintenance, operation and repair of such improvements, facilities or activities:

Projected revenue of \$430,000.00, designated for purposes as set forth by SDCL 9-55, which may include support of revitalization efforts on Main Street such as Main Street Plaza or its operation, new events or expansion of known successful events, hiking and biking trails, pedestrian creek access and possible trail expansion, funding Deadwood Gaming Association activities, and legal and administrative expenses.

SECTION 5: An occupational tax in the amount of Two Dollars (\$2.00) per night shall be imposed upon transient guests based upon rooms rented by any of the above hotels, motels or lodging establishments. This occupation tax shall be fair, equitable and uniform as to class. No occupational tax may be imposed on any transient guest who has been offered a room by a lodging establishment on a complimentary basis and no fee or rent was charged for such room. This tax rate shall be subject to establishment and adjustment by the Deadwood City Commission, by resolution upon recommendation from the Board of Business Improvement District No. 8.

SECTION 6: The Deadwood City Finance Officer is authorized and directed, with the advice and recommendations of the Board of Business Improvement District No. 8, to determine and compute the tax in accordance with this ordinance. The occupational tax assessed pursuant to the terms of this ordinance shall be remitted by the 20th day of each month to the Deadwood City Finance Officer, with the remittance to be for the previous calendar month's tax collections. The City Finance Officer and the Board of Business Improvement District No. 8 or its designee or any person or firm contracted by the City Finance Officer and the Business Improvement District Board shall be entitled to audit the books, ledgers, or franchise reports of any

hotel, motel or lodging establishment subject to the terms of this act, including the right to inspect daily reports of such hotels and motels so as to ensure that the occupancy tax assessed by this act is being properly remitted to the City of Deadwood. The City Finance Officer shall be entitled to seek injunctive relief against any hotel, motel or lodging establishment which does not remit the proper amount of tax monies when due, which relief may be in the form of an action requiring the offending hotel or motel owner to allow entry upon their property and access to their records, computers, or books so as to verify that the hotel, motel or lodging establishment is remitting all monies it collects pursuant to this ordinance and the laws of the State of South Dakota. Each hotel, motel or lodging establishment subject to this ordinance shall keep accurate records of amounts collected from transient guests for review by the City Finance Officer or its designee, pursuant to this ordinance.

SECTION 7: All remittances of occupancy tax collected pursuant to this ordinance shall be due and received in the office of the City of Deadwood Finance Officer on or before the 20th day of the month following the month for which the occupancy tax remittances are due. All amounts that are not received on or before the 20th day of the month will be charged a late fee in the amount of ten percent (10%) of the total amount due. Failure to pay such tax shall also constitute a violation of this ordinance which may be punishable by a fine, not to exceed Five Hundred Dollars (\$500), to be paid to the City of Deadwood. Any unpaid balance under this ordinance shall constitute a lien upon the property owned by the business or user of space being taxed and shall become a lien against and shall run with the property and may be enforced and collected in the same manner as other unpaid real property taxes and assessments. The City of Deadwood Finance Officer shall certify all unpaid amounts or balances to the county treasurer for collection in the same

manner as general property taxes are collected. Further, the City of Deadwood shall have the ability to deny the issuance of any permits or licenses or any renewals thereof to any business or premise that fails to conform to the provisions of this ordinance, including, but not limited to, building permits, malt beverage licenses, and liquor licenses.

SECTION 8: Nothing within the body of this ordinance shall be construed as limiting of any other rights which the City of Deadwood has, or may pursue in seeking collection of monies received but not paid under the terms of this ordinance. In the event that this tax becomes subject to supervision by the State of South Dakota through the State's Department of Revenue, any rights which Deadwood has herein shall be deemed cumulative to any powers which inure to the benefit of the State.

SECTION 9: In the event of any civil or criminal action being filed seeking collection of any delinquent assessments, the offending hotel, motel or lodging establishment shall be responsible for and pay all attorney's fees and costs incurred by the City of Deadwood in seeking payment under the terms of this ordinance.

SECTION 10: All costs incurred by the City of Deadwood or the City Finance Officer or the Board pursuant to this ordinance shall be paid from occupancy taxes collected under this ordinance.

SECTION 11: Each hotel, motel or lodging establishment shall account for complimentary rooms which are also subject to audit by the City Finance Officer and the Board of Business Improvement District No. 8 or its designee or contractor with such records to show the basis for offering such room on a complimentary basis.

SECTION 12: Should any section, clause or provision of this ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part declared to be invalid.

SECTION 13: Any business governed by this ordinance shall sign a sworn statement to be submitted along with the remittance for any tax imposed by this ordinance on or before the 20th day of each month stating as follows:

I declare, under penalty of perjury, that the above accounting of rooms rented is accurate and the tax payment made herein is accurate to the best of my knowledge according to my business records.

Signed _____ Date _____
Title _____

SECTION 14: This ordinance shall be effective on the 1st day of January, 2020.

Dated this 21st day of December, 2020.

CITY OF DEADWOOD

David Ruth, Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

First Reading: December 7, 2020
Second Reading: December 21, 2020
Published: December 24, 2020
Adopted: January 13, 2021

ORDINANCE NUMBER 1319
SUPPLEMENTAL BUDGET APPROPRIATION #1 FOR 2020

Section 1. To provide for the following expenditures there is hereby appropriated to the specified fund accounts following sums from funds not otherwise appropriated for the year 2020:

FUND 0101 GENERAL FUND

Attorney – Professional Services (COVID-19) \$8,000.00; Finance – Group Insurance \$10,000.00; Public Buildings – Group Insurance \$10,000.00; Police – Group Insurance \$25,000.00; Parks – Professional Services \$25,000.00, Supplies - \$15,000.00; Planning & Zoning – Group Insurance \$10,000.00;
Source of Revenue: Unexpended Cash

Sanitation – Professional Services (Trash pickup) \$20,000.00
Source of Revenue: Additional Revenue Received

Public Buildings – Repairs (roof hail damage) \$200,000.00
Source of Revenue: Hail Insurance Reimbursement

FUND 0206 LIBRARY FUND Equipment \$10,000.00; Supplies \$3,000.00
Source of Revenue: Grant Proceeds \$13,000.00

FUND 0209 BED AND BOOZE FUND Equipment \$5,000.00
Source of Revenue: Grant Proceeds \$5,000.00

FUND 0211 BID 9: Marketing \$135,000.00
Source of Revenue: Additional BID Revenue Received

FUND 0517 FEMA: Contracted Services \$250,000.00
Source of Revenue: FEMA Grant for flooding of Whitewood Creek

FUND 0602 WATER FUND Group Insurance \$10,000.00
Source of Revenue: Unexpended Cash

FUND 0603 SEWER Professional Services (Lower Main) \$20,000.00
Source of Revenue: Unexpended Cash

FUND 0610 PARKING & TRANSPORTATION FUND Group Insurance \$25,000.00
Source of Revenue: Unexpended Cash

TIF 0561 TIF #6 Lodge at Deadwood \$6,985.19

TIF 0725 TIF #8 Stage Run \$13,067.11

TIF 0721 TIF #9 Optima \$5,534.98

Source of Revenue: Property tax proceeds

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

CITY OF DEADWOOD

David R. Ruth Jr. Mayor

ATTEST: Jessica McKeown, Finance Officer

First Reading:	December 7, 2020
Second Reading:	December 21, 2020
Published:	December 24, 2020
Effective:	December 24, 2020

ORDINANCE #1320
AN ORDINANCE AMENDING CHAPTER 5.40 TOURIST CONVEYANCES

BE IT ORDAINED by the Deadwood City Commission of the City of Deadwood, that Chapter 5.40 be amended as follows:

Chapter 5.40
TOURIST CONVEYANCES

5.40.010 Licenses -- Issuance -- Restrictions.

~~On or before the first day of December of each year, The the~~ City Commission may issue annual licenses for ~~the following calendar year to each~~ tourist conveyance ~~company companies~~ which offers or gives tours originating within the city ~~on which tours travel or stay within the city~~, which licensees shall be limited and subject to the following:

A. The licenses will allow the licensee or their agent admittance to Mt. Moriah ~~Cemetery~~ for the purposes of conducting tours. The admittance to Mt. Moriah ~~Cemetery~~ shall be from May 1st through October 31st unless otherwise expressly permitted by the ~~City Commission Sexton of Historic Cemeteries. Only t~~ Tourist buses or conveyances ~~licensed pursuant to this chapter whose tours originate within the city~~ shall ~~not~~ be admitted to Mt. Moriah ~~Cemetery unless licensed pursuant to this chapter unless authorized by the Sexton of Historic Cemeteries.~~

B. Unless otherwise established by resolution or ordinance, the number of licenses issued under this chapter shall be limited ~~up to no more than~~ three (3) tour conveyance companies ~~at any one (1) time per calendar year. City Commission reserves the right to reduce the number of licenses if existing license is abandoned or revoked.~~

C. The City Commission shall have the authority to establish the parking areas and origination location for each license issued. In addition, licenses shall not be issued until each ~~tourist bus or conveyance licensee~~ provides the Chief of Police ~~and the Sexton of Historic Cemeteries~~ with a tour schedule. Each ~~tourist bus or conveyance licensee~~ shall arrive and depart according to ~~that the tour~~ schedule to ensure proper flow of traffic. Each ~~tourist bus or conveyance licensee~~ may utilize a five (5) minute grace period for those scheduled times; each ~~tourist bus or conveyance licensee~~ has five (5) minutes before and after the times set in the submitted tour schedule to arrive and depart. Any ~~requested or proposed~~ changes to ~~be made to the submitted the approved~~ schedule shall be submitted to the Chief of Police ~~and the Sexton of Historic Cemeteries~~ at least seven (7) days prior to such change taking effect. Violations of the subsection shall subject ~~tourist bus or conveyance the licensee~~ to suspension or revocation of its license under Section 5.40.060.

D. A tourist bus or conveyance not originating within the city, or originating in the city but giving tours outside of the city, shall not be subject to the license provisions of this chapter; however, such buses or conveyances shall not be admitted or allowed within Mt. Moriah Cemetery and must comply with the requirements of Section 5.44.010 of the Deadwood Municipal Code.

E. Each licensee ~~will~~ shall be permitted to operate only one (1) vehicle at any one (1) time from assigned parking sites or origination location.

F. Each company ~~will~~ shall be permitted to operate only one (1) vehicle on a regular basis in Mt. Moriah Cemetery at any one (1) time. If licensee's primary tour vehicle is disabled or requires maintenance, licensee may substitute or designate another tour vehicle until the primary tour vehicle is repaired and operable.

G. The ~~conveyance operators licensee~~ shall carry public liability insurance in the minimum amount of ~~one two~~ million dollars (\$~~1~~ 2,000,000.00) per accident and shall provide the city with evidence of such insurance before the issuance of each license with the City of Deadwood as an additional insured. The licensee shall also sign such indemnification agreement as the city desires that will hold the city harmless from any and all liability arising from or out of the operation of any such tour bus.

5.40.030 Licensing policies and procedures

A. Applications for licenses required by this chapter shall be made on official application forms prescribed provided by the commission City ~~Commission and shall be verified by the oath of the applicant, if an individual, or if a corporation, by an officer of such corporation.~~

B. All applications under this chapter shall be submitted to the commission Parking and Transportation Committee which shall issue a recommendation to the City Commission, which has discretion to approve or disapprove the applications.

C. Every application for a license shall be accompanied by the required application and associated fees in the amount established by the annual fee ordinance resolution.

D. Licenses granted pursuant to this chapter shall expire November 1st of each year.

5.40.050 Transfer of license

Any license granted under this chapter may be transferred to a new location or another person or entity only upon a vote of the majority of members of the Deadwood City Commission at their absolute discretion subject to 5.40.010(A). ~~If the transfer is to another person, the licensee must show in writing, under oath, that he or she has made a bulk sale of the business operated under the license. The bulk sale may be conditioned upon the granting of a transfer of the license. The transferee must make an application exactly as if an original applicant and the application shall take the course and be acted upon as is an original application. No transfer of any license to another person may be granted until all municipal and state sales taxes and municipal fees incurred by the transferor as a result of the operation of the licensed business have been paid. If the transfer is to a new location, the licensee must make application showing all the relevant facts as to such new location, which application shall take the same course and be acted upon as if an original application. In case of any transfer or any license affected by this chapter, a fee of one hundred dollars (\$100.00) is required to continue the unexpired portion of the license.~~

5.40.080 Standards of operation

All licensees operating pursuant to the provisions of this chapter shall observe the following standards of operation:

- A. Loudspeakers should shall be within sound levels in accordance with the City of Deadwood ordinance regulation noise;
- B. Abusive, obnoxious, slanderous and/or vulgar language will not be allowed at any time;
- C. Operators must make a reasonable effort to allow traffic to flow in a normal manner on the city streets by pulling to the side of the road to allow traffic to pass safely;
- D. Operators within Mt. Moriah Cemetery must be conscious of other tour operators and patrons on foot within the cemetery, both in regard to safe operation of their vehicles and to allowing all foot patrons equal access to all sites within the cemetery without obstruction. Operators will be restricted to a ~~strict~~ maximum 30-minute time limit inside the cemetery during each tour;
- E. Operation of all vehicles will be in accordance with all state and federal motor vehicle regulations;
- F. Vehicles used for the operation of a Tourist Conveyance by the licensee as authorized by this ordinance shall be kept in good working order and professional appearance. Vehicles are subject to the inspection of the City upon request.

F.G. The licensee shall be responsible for providing proper documentation as set forth by the Finance office and payments and associated fees as set forth by ~~the finance office resolution~~ to the city City of Deadwood for the admission fee set by resolution through the City Commission for all persons into Mt. Moriah Cemetery;

GH. Licensees shall supervise their operation so as to preserve the dignity of the City of Deadwood and Mt. Moriah Cemeteries at all times.

HI. The City of Deadwood is committed to ensuring working conditions within the city's licensed tourist conveyance industry are safe; all workers, customers and city employees are treated with respect and dignity; and responsible business practices are followed.

IJ. Violations to this code or other subsections of this chapter shall be reported through a formal written complaint process. All written complaints will be given to the Chief of Police who will in turn present the complaint to the Deadwood Parking and Transportation Committee (P&T). The P&T Committee will consider all facts of the complaint. If the P&T Committee deems the complaint to be valid, the committee may make a recommendation to the Deadwood City Commission for possible disciplinary actions against the offending licensed operator.

5.40.090 Selection of licenses when ~~excess~~ applications are made.

A. Preference to existing licensees. In granting a license under this chapter, preference shall be given to prior licensees in good standing

B. Selection of licensees when excess applications are made. When there are more applicants than licenses available pursuant to this chapter and after preference is given to existing licensees as provided in Section 5.40.070, the available license(s) will be awarded to a qualified operator(s).

1. A qualified licensee is one who:
 - a. Demonstrates to the satisfaction of the City Commission sufficient business plan financial capacity to actually engage in the tour conveyance business;
 - b. Meets all other requirements of this chapter;
 - c. Resides at the time of the application within the Lead-Deadwood School District 40-1.
2. If more applicants than licenses remain, licenses will be awarded according to the highest sealed bid, per criteria set by the City Commission.

5.40.100 Non-use of license

- A. Any license granted pursuant to this chapter shall be deemed abandoned by the licensee if such license is not in active use by the licensee by June 1st of each respective year. Non-use shall result in revocation of such license by the commission City Commission in writing and issuance of a new license pursuant to the terms of this chapter.
- B. Any license having no activity in Mt. Moriah Cemetery for any given ten (10) day period during June, July and August will be deemed abandoned with the exception of the official dates of the Sturgis Motorcycle bike rally in August.

5.40.110 Violation—Penalty.

The failure to obtain a license as required by this chapter or any other violation of this chapter shall subject the person failing to obtain the license or violating the ordinance to a Class 2 misdemeanor punishable by the maximum sentence as set forth in SDCL 22-6-2 to fine in the maximum amount of five hundred dollars (\$500.00) for each offense. Each day of operation without compliance with the terms of this chapter shall be deemed a separate offense.

Dated this 21st of December, 2020.

CITY OF DEADWOOD

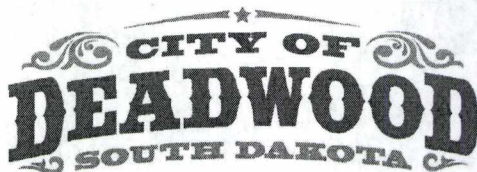
David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

First Reading:	December 7, 2020
Second Reading:	December 21, 2020
Published:	December 24, 2020
Adopted:	January 13, 2021

10E



Application for Tourist Conveyance License

(per DCO Chapter 5.40)

I am aware of, and was given a copy of the DCO Chapter 5.40 – Tourist Conveyance as well as read and understand the City of Deadwood Tourist Conveyance Regulations: _____

Name of Company Owner/Manager

☐ Renewal ☐ New Application for Year: _____

Business

Business Name (as will appear on license): _____

Business Address: _____

Business Phone: _____

Home/Cell Phone: _____

SD Sales Tax Number: _____

If business is a partnership or corporation, please provide the name and address of each partner/officer.

Name: _____ Address: _____

Name: _____ Address: _____

Name: _____ Address: _____

Person Completing Application

Applicant Name: _____

Home Address: _____

Home Phone/Cell Phone: _____

Is applicant also the contact person? ☐ Yes ☐ No

If not, who is the contact person for this application:

Contact Name: _____ Address: _____

Home Phone/Cell Phone: _____

Proposed Dates of Operation: From _____ thru _____

Type of Vehicle(s): _____ **Number of Vehicles:** _____

Vehicle Inspection: A statement of inspection or a service record from an approved mechanic must be provided with this application of the above listed vehicles before license will be issued. A copy of the inspection or service record will be attached to this application and maintained on file with the Chief of Police.

Inspection or Service Record Received: _____
Date Received _____ Signature of City Staff Receiving Application _____

Staging Location Preference: _____

Location is subject to approval by the Deadwood City Commission with Parking & Transportation recommendation.

(Attach recommendation letter(s) from adjacent businesses near proposed location)

Insurance: Liability coverage of two-million dollars (\$2,000,000.00) per accident is required naming the City of Deadwood as co-insured. (Attach letter from Agent upon acceptance of license)

Agent's Name and Address: _____

Policy Number: _____ Expiration Date: ____/____/____

License and Associated Fees: License and associated fees are set by resolution on an annual basis. Please confirm with the City Finance Office the current license fee. (Fee covers operation of vehicle within the City of Deadwood, limited access to Mt. Moriah Cemetery and one (1) reserved parking location with no additional space(s) provided)

License Deposit: Deposit of two-hundred-fifty dollars (\$250.00) is due with this application on or before December 1st to reserve license for following year. Balance of license fee is due by May 1st of the operation year.

Operations:

1. All drivers must possess a certified CDL driver's license and meet all state and federal motor vehicle regulations.
2. Operation of all vehicles shall be in accordance with all state motor vehicle regulations.
3. Each company will be permitted to operate only one vehicle in Mt. Moriah Cemetery at any one time.
4. Each company will be permitted to operate only one vehicle to Mt. Moriah at any one time from assigned parking space.
5. Vehicles operating in Mt. Moriah note that this is still an active cemetery and that the dignity of that area will be maintained during all phases of operation.
6. Vehicles operating in Mt. Moriah will pay the entry for for all persons brought into Mt. Moriah. Fees will be paid to the City of Deadwood per the requirements of the Finance Office.
7. Vehicles will operate in such a manner as to not impede the flow of traffic. No vehicle will stop in a roadway, but will utilize designated stopping areas. Drivers of slow moving vehicles will utilize designated pull-out areas to allow vehicles following to pass safely.
8. If corporate structure or ownership changes, a new application is necessary.
9. The City of Deadwood reserves the right to cancel the license at any time for cause.

Application Signature: _____ **Date** _____

License fee is non refundable

City of Deadwood Action: () Approved () Disapproved

Authorized Signature: _____ **Date** _____

10F

Tatanka Story of the Bison
Time Clock Detail
LICENSE APPLICATION - TOUR BUS

06:55
06:04
COMPANY NAME:

Original Dwd Tours

OWNER/CORPORATE OFFICERS:

Kevin Costner

ADDRESS:

PO Box 472 Dwd, SD 57732

TYPE OF VEHICLE: () Bus ☒ old school Bus

Number of Vehicle: 4

PROPOSED DATES OF OPERATION: From Mid May to mid Oct thru

PARKING LOCATION PREFERENCE

(attach recommendation letter(s) from business(es) located at Proposed parking site):

INSURANCE: Liability coverage of one million dollars (\$1,000,000.00) per accident required (attach letter from Agent and submit copy when issued), naming you and the City of Deadwood as co - insured.

Agent's Name and Address:

First Western Ins. HUB

FEE: Seven hundred fifty (\$750) per initial vehicle per season (fee covers operation of vehicle within the City of Deadwood and one (1) parking space). No fee for additional vehicle (vehicle may operate within the City from parking space assigned initial vehicle as no additional space will be provided).

FEE PAYMENT: Deposit of one hundred (\$100) is due with this application on or before December 1. Balance of fee is due by May of the operation year.

OPERATION:

1. All drivers must have pre-employment drug screen at the time of hire and be subject to reasonable suspicion testing.
2. Each operator must supply a list of CDL drivers to the City of Deadwood.
3. Each operator must obtain and possess a South Dakota Abstract of each driver's operating record.
4. Operation of all vehicles will be in accordance with all state motor vehicle regulations.
5. Each company will be permitted to operate only one vehicle in Mt. Moriah at any one time (does not include stage coach).
6. Each company will be permitted to operate only one vehicle to Mt. Moriah at any one time from assigned parking space.
7. Vehicles operating in Mt. Moriah note that this is still an active cemetery and that the dignity of that area will be maintained during all phases of operation.
8. Vehicles operating in Mt. Moriah will pay the entry for for all persons brought into Mt. Moriah. Fees will be paid to the City of Deadwood weekly Friday for the previous week.
9. Vehicles will operate in such a manner as to not impede the flow of traffic. No vehicle will stop in a roadway, but will utilize designated stopping areas. Drivers of slow moving vehicles will utilize designated pull-out areas to allow vehicles following to pass safely.
10. If corporate structure or ownership changes, a new application is necessary.
11. The City of Deadwood reserves the right to cancel the license at any time for cause.

APPLICATION SIGNATURE:

Lenson Caldwell

DATE

11-20-20

CITY OF DEADWOOD ACTION: () APPROVED () DISAPPROVED

AUTHORIZED SIGNATURE:

DATE

**CITY OF DEADWOOD
RESOLUTION 2020-26
A RESOLUTION SETTING FORTH A SCHEDULE OF RATES FOR USE
BY THE CITY OF DEADWOOD**

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

NOW THEREFORE BE IT RESOLVED THAT the City of Deadwood hereby establishes the following fees and other designations effective for the 2021 year, replaces Resolution 2020-04. Rates effective January 1, 2021:

FINANCE

Business Licenses:

New License.....	\$100.00
Annual Renewal(s).....	\$20.00
Special Alcohol License	\$100.00/day
NSF charges	maximum allowed by SDCL 57A-3-421

POLICE DEPARTMENT:

Accident Report	\$2.00
Animal Impound Fees:	
First Impoundment.....	\$25.00
Second Impoundment	\$50.00
Third and Subsequent Impoundment.....	\$100.00
Animal License:	
Dog or cat, spayed or neutered	\$5.00
Dog or cat, unsprayed or neutered	\$10.00
Fleet permits	
0-2 vehicles per year	\$500.00
3-10 vehicles per year	\$1,000.00
Annual for each vehicle after 10	\$150.00
6-month permit per vehicle.....	\$250.00
Pawn Broker.....	\$500.00
Horse Drawn Vehicles-limited to two	\$150.00
Taxi License:	
Limit five, maximum twenty vehicles	\$150.00
Each additional Taxi	\$50.00

PLANNING & ZONING:

Signs:

Banner Fee	\$150.00
Sign Permit Fee.....	\$200.00

Zoning Fees:

Change of Zoning	\$200.00
Conditional Use Permit.....	\$200.00

Subdivision approval first lot.....	\$200.00
Variance	\$200.00
Vending (temporary) 60-day notice required:	
Outside (14 days)	\$750.00
Inside (14 days).....	\$250.00
Convention Center (January – December).....	\$1500.00
Building & Contractor Fees:	
Contractor License:	
New license	\$100.00
Renewal license (before February 15 th)	\$75.00
Grading Fee:	
0 to 10 cubic yards	no charge
11 to 50 cubic yards	\$50.00
Over 50 cubic yards	\$100.00
Investigation Fee	two times building permit
Staging fee-construction:	
Parking Space per month	\$125.00
Use of City Property per month	\$500.00

CEMETERIES:

Oakridge:	
Burial Fees Space, excluding recording fee.....	\$300.00
For perpetual care (mandatory).....	\$150.00
Mt. Moriah:	
General Admissions:	
Individuals over 12.....	\$2.00
Individuals 12 and under.....	free
Tourist Conveyance License (up to 3 licenses issued)	
Renewal Deposit for 2022 (due by 2/01/2021).....	\$250.00
Annual License (May 1 to October 31)	\$750.00
Monthly minimum admissions to Mt. Moriah Cemetery	\$1,500.00
Mt. Moriah Cemetery Admission for each passenger with Conveyance License	
Individuals over 12	\$2.00
Individuals 12 and under.....	free

RECREATION & AQUATIC CENTER

Membership Rates:*	Daily	Monthly	Quarterly	Six month
Family Pass	\$7.00	\$30.00	\$82.00	\$150.00
Single Adult (19-54)	\$4.00	\$23.00	\$55.00	\$85.00
Child (0-12)	\$2.00	\$12.00	\$30.00	\$50.00
Senior (55+)	\$2.00	\$12.00	\$30.00	\$50.00
Corporate Family	n/a	\$25.00	\$70.00	\$140.00
Corporate Single	n/a	\$17.00	\$44.00	\$70.00

Key Cards - \$5.00

**Reciprocating membership with Lead Handley Center is an additional \$10.00/Per Month*

PARKING:

Parking Violations*	Within 7 Days	After 7 Days	After 30 Days	After 45 Days
Parking Meter Violation				
8am-10pm 7 Days/week	\$20.00	\$30.00	\$50.00	\$75.00
Broadway Ramp Violation 24/7	\$25.00	\$35.00	\$60.00	\$100.00
Blocking Driveway	\$35.00	\$45.00	\$70.00	\$110.00
No Parking Area	\$35.00	\$45.00	\$70.00	\$110.00
No Parking - 20 Minutes Only	\$35.00	\$45.00	\$70.00	\$110.00
No Parking - Library Use Only	\$35.00	\$45.00	\$70.00	\$110.00
No Parking - Trolley Stop	\$35.00	\$45.00	\$70.00	\$110.00
No Parking Here to Corner	\$35.00	\$45.00	\$70.00	\$110.00
No Parking - Blocking Crosswalk/Sidewalk	\$35.00	\$45.00	\$70.00	\$110.00
No Parking - City Employee Only	\$35.00	\$45.00	\$70.00	\$110.00
Recreation Center Parking Only	\$35.00	\$45.00	\$70.00	\$110.00
Yellow Marked Area	\$35.00	\$45.00	\$70.00	\$110.00
Permit Parking Only	\$35.00	\$45.00	\$70.00	\$110.00
Residential Parking Only	\$35.00	\$45.00	\$70.00	\$110.00
Dead Storage Over 24 Hrs.	\$35.00	\$45.00	\$70.00	\$110.00
Snow Removal/Street Cleaning	\$35.00	\$45.00	\$70.00	\$110.00
Parking in Unloading Zone	\$35.00	\$45.00	\$70.00	\$110.00
Motorcycle/Participant Only	\$20.00	\$30.00	\$50.00	\$75.00
Fire Hydrant Encroachment	\$35.00	\$45.00	\$70.00	\$110.00
Red Zone	\$100.00	\$140.00	\$180.00	\$200.00
Parked Against Traffic	\$35.00	\$35.00	\$35.00	\$35.00
Handicapped Parking Only	\$100.00	\$140.00	\$180.00	\$200.00
Purple Heart Recipient Parking Only	\$100.00	\$140.00	\$180.00	\$200.00
Immobilization Fee	\$200.00	\$220.00	\$250.00	\$300.00

**After 45 Days Violations will be sent to a collection agency*

All Meters/Kiosks \$1.00 per Hour

Tow and Storage Fee \$125.00 + \$25.00/Day

Broadway Parking Facility**Daily Rates:**

 October 15th - May 15th \$5.00 for 24 hours

 May 16th - October 14th \$10.00 for 24 hours

Lease Rates:*

 Employee lease \$50.00/month

 Annual lease 1-25 spaces \$100.00/month

**26 + spaces will need review and negotiation by the Parking & Transportation Committee*

TROLLEY:

Fare	\$1.00/ride
All day pass.....	\$5.00/pass
Convention pass	\$5.00/pass
Punch card pass for 12 rides	\$10.00/pass

Group Rates:*

0 – 25 members	\$100.00
26 – 50 members	\$200.00
51 – 75 members	\$300.00
76 – 100 members	\$400.00
Each 25 additional	\$100.00

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

Paratransit Services:*

	<u>Passengers 60 and Older</u>	<u>Passengers Under 60</u>
Deadwood to Deadwood	No Charge	\$2.50 per trip
Deadwood to Lead	No Charge	\$2.50 per trip
Deadwood to Spearfish	\$10.00 per trip	\$10.00 per trip
Deadwood to Sturgis/Ft Meade	\$10.00 per trip	\$10.00 per trip
Deadwood to Rapid City	\$15.00 per trip	\$15.00 per trip

**For Deadwood (city limits) residents (exact change required). A Trip is defined as one way.*

PUBLIC WORKS:

Nuisance/Labor Charges:

Nuisance Removal	\$71.50/hour/employee
Snow Removal	\$71.50/hour/employee
Repair for damage to city property	\$71.50/hour/employee

Tent Rental with Approved Special Event:

10' by 10' Set up and take down	\$100.00
20' by 30' Set up and take down	\$200.00
20' by 40' Set up and take down	\$300.00

UTILITIES: (5% increase for 2021)

Water:

Residential minimum demand charge.....\$27.40 Monthly
for all accounts, whether on or off, regardless of water usage; water usage charged as follows:

Water Usage	Water Rate
0 - 4,999 gallons	\$2.10/1,000 gallons
5,000 - 9,999 gallons	\$2.55/1,000 gallons
10,000 - 19,999 gallons	\$3.20/1,000 gallons
20,000 - 49,999 gallons	\$3.85/1,000 gallons
50,000 and over gallons	\$5.00/1,000 gallons

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

Meter Size	Cost
1 inch or less	\$49.15
1.5 inch	\$65.80
2 inch	\$98.70
3 inch	\$148.00
4 inch	\$197.35
6 inch	\$296.05

with commercial water usage rates as follows:

Water Usage	Water Rate
0 - 9,999 gallons	\$3.85/1,000 gallons
10,000 - 49,999 gallons	\$4.45/1,000 gallons
50,000 and over gallons	\$5.10/1,000 gallons

Waste water:

Residential..... \$4.75 per month
Commercial one (1) inch or less meter \$11.50 per month
Commercial meter greater than one (1) inch \$23.25 per month

Garbage/Recycling Service:

Residential and small commercial accounts (defined as in-home apartments on the same site as the primary residential account): will be charged at the current contract rate that the city must pay to a private contractor, which excludes service and applicable tax, per month for all accounts, whether on or off\$22.25

Commercial accounts: Responsible for own garbage removal.

Dated this 21st day of December 2020.

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

(seal)

RESOLUTION 2020-27

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

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

WHEREAS, the City of Deadwood has developed specific fees associated with the operations, management and research within the Deadwood Historic Preservation Office; and

WHEREAS, in an effort to streamline the schedule of rates for residents and visitors alike, these fees are adopted a Historic Preservation fee schedule under separate resolution;

NOW THEREFORE BE IT RESOLVED THAT the City of Deadwood hereby establishes the following fees and other designations effective for the 2021 year, replaces the portions specific to Historic Preservation under Resolution 2020-04. Rates are effective January 1, 2021:

Archives/Historic Preservation Photocopy fees.

	<i>8.5"x 11.0"</i>	<i>8.5" x 14.0"</i>	<i>11.0" x 17.0"</i>
Black and White copy	\$0.25	\$0.35	\$0.50
Color copy	\$0.50	\$0.75	\$1.00

Products from city plotter: color and black and white.

A Size 8 1/2" x 11"	\$3.00
B Size 11" x 17"	\$5.00
C Size 17" x 22"	\$7.00
D Size 22" x 34"	\$10.00
E Size 34" x 44"	\$12.00

Multiple copies may be outsourced at patron's expense. Materials may be loaned only upon written agreement and at the discretion of the appropriate department head. Loaned materials damaged during transit will be charged at patron's expense.

Personnel time.

Services requiring personnel time above and beyond typical city business by definition is the systematic searching of the city's collections to locate specific fact(s) which pertain to a person, place, location, or event. Fees are charged for the staff's time involved in doing the research and/or services whether or not an answer is found.

The costs for research services are as follows:

Per hour rate \$20.00

Minimum research fee \$5.00

Audio visual/photographic/video tape reproduction.

A. Photographic/audiovisual reproduction can be defined as the duplication of photographic or audiovisual media for commercial or personal use.

B. This constitutes all audio and visual recordings owned or housed by the city of Deadwood, the Deadwood historic preservation commission or the Deadwood public library. Duplication fees are as follows:

\$25.00 per audiotape cassette

\$15.00 per digital recording

\$25.00 per videotape

\$10.00 per DVD

C. The city of Deadwood charges a fee for each photograph which is reproduced for private or commercial purposes. A credit line must be given and will be stamped on the back of the copy print or will be attached to the digital image. These fees apply to images owned by the city of Deadwood, the Deadwood historic preservation commission or the Deadwood public library.

<i>Size</i>	<i>Color or Black & White</i>
5.0 x 7.0	\$20.00
8.0 x 10.0	\$30.00
11.0 x 14.0	\$50.00
16.0 x 20.0	\$75.00

Slide(s) and negative(s) will be charged the price of out sourcing plus an additional fee of \$2.00 to the overall price to cover shipping and handling.

Usage fee schedule.

The following fees will be assessed for the use of photographs and audio-visual materials from the city of Deadwood, the Deadwood historic preservation commission or the Deadwood public library collections. These fees are in addition to other reproduction charges or processing fees.

Periodicals/Serials (per image) Commercial Use: Non-profit Use:

Under 5,000 circulation	\$10.00	\$5.00
5,001 - 9,999 circulation	\$30.00	\$15.00
10,000 - 25,000 circulation	\$50.00	\$25.00
Over 25,000 circulation	\$75.00	\$35.00

Book Editions, Video, Posters, CD ROM, Postcards, Calendars

	Commercial Use:	Non-profit Use:
--	--------------------	--------------------

Under 5,000 circulation	\$20.00	\$10.00
5,001 - 15,000 circulation	\$35.00	\$15.00
15,001 - 25,000 circulation	\$50.00	\$25.00
25,001 - 50,000 circulation	\$75.00	\$40.00
Over 50,000 circulation	\$100.00	\$50.00

Special Use

	Commercial Use:	Non-profit Use:
--	--------------------	--------------------

Book Jacket or Book Cover	\$75.00	\$40.00
Broadcast Use: commercials, motion picture, or television	\$100.00	\$50.00
Filmstrip or slide show	\$20.00	\$10.00
Decorative display in business	\$25.00	\$10.00

Lecture / Presentation

If free and open to the public	\$0.00
If entrance fee charged	\$20.00

Audiovisual

Non-profit use	\$5.00 per minute
Commercial Use	\$20.00 per minute

Website Use

Non profit use	\$5.00
Commercial Use	\$50.00

GIS data.

OTHO Images	\$100/unit	\$1,500.00 Whole area
Contour Lines	\$25/unit	\$450.00 Whole area
Roads	\$30 Whole Area	
Buildings	\$35 Whole Area	
Points of Interest	\$10 Whole Area	
* Includes staff time		

Dated this 21st day of December, 2020.

David Ruth Jr., Mayor

ATTEST:

Jessicca McKeown, Finance Officer

RESOLUTION 2020-28
AMENDING RESOLUTION 2004-12

WHEREAS, Section 10.04.020 – Under “Vehicles and Traffic” of the City of Deadwood Code of Ordinances empowers the Deadwood City Commission by resolution to institute parking limitations and to effect such limitation, and

WHEREAS, the Deadwood Parking and Transportation Committee has made a recommendation for an amendment to the parking fees for vehicles parking on Main Street.

WHEREAS, the Deadwood City Commission has determined that it is in the best interest of the City of Deadwood, that Fleet permits for vehicles engaged in casino routing be allowed within the City of Deadwood.

NOW, THEREFORE, be it resolved by the City Commission of the City of Deadwood that an additional paragraph, numbered “6” be added to Resolution No. 97-40 relating to parking permits for fleets of vehicles be amended as follows:

ADD TO THE TEXT: PARKING PERMIT REQUIRED FOR FLEETS OF VEHICLES

6. The “Fleet” parking permits are intended for a fleet of vehicles engaged in casino routing. Owners of a fleet of commercial vehicles shall register with the Deadwood Police Department. The fee for parking permits of fleets consisting of 0-2 vehicles \$500.00 per year or \$250.00 for six months. 3-10 vehicles shall be \$1000.00 and an additional \$150.00 for 11-20 vehicles and so forth. The permit fee is due on or before January 1 of the calendar year. Owners may obtain their permits at the Deadwood Finance Department.

Vehicles registered under this section shall give the Deadwood Police Department a list of vehicle license plates. These license plates will be entered into the License Plate Reader (LPR). This fleet permit is intended for the exclusive use of the business to which they are issued and may not be resold or used for any other purpose. Misuse of the permit may result in the permit privilege being revoked and/or the vehicle being ticketed.

The commercial fleet permit is intended for the transportation of supplies or goods and not persons. Commercial license plates are required for commercial fleet vehicles.

Dated this 21st day of December 2020.

ATTEST:

David Ruth Jr., Mayor

Jessica McKeown, Finance Officer

(seal)

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CapFirst Equipment Finance, Inc.
3266 Oak Ridge Loop E
West Fargo, ND 58104
(701) 639-7209

INVOICE #
12175

INVOICE DATE
11/25/2020

DUE DATE
1/15/2021

CUSTOMER NO.
DEA

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City of Deadwood, South Dakota
102 Sherman St
Deadwood, SD 57732

<u>Contract #</u>	<u>Description</u>	<u>Payment</u>	<u>Tax</u>	<u>Total</u>
40002378	Contract Payment	\$19,072.34	\$0.00	\$19,072.34
40002396	Contract Payment	\$5,261.42	\$0.00	\$5,261.42

** PAYMENTS RECEIVED AFTER THE DUE DATE ARE SUBJECT TO LATE CHARGES **

40002378 2019 CAT 918m Loader
Streets 434

40002396 CAT 6cid
Streets 434

BN/812

BALANCE DUE \$24,333.76

PLEASE RETURN THIS PORTION WITH YOUR CHECK

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City of Deadwood, South Dakota
102 Sherman St
Deadwood, SD 57732

BALANCE DUE \$24,333.76

CUST NO./INV
DEA
12175

DUE DATE
1/15/2021

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CapFirst Equipment Finance, Inc.
3266 Oak Ridge Loop E
West Fargo, ND 58104

REMITTANCE COPY

INDICATE
AMOUNT
ENCLOSED

10 N



IPS Group Inc.
7737 Kenamar Ct.
San Diego CA 92121
United States

IPS Invoice

Inv #

#INV55642

Date

12/8/2020

of

Bill To

Jeramy Russell
City of Deadwood
108 Sherman Street
Deadwood SD 57732
United States

Ship To

Jeramy Russell
City of Deadwood
108 Sherman Street
Deadwood SD 57732
United States

S.O. No.	PO #	Terms	Due Date	Ship Via	Ship Date	Tracking #
Sales Order #SO18488		Net 30	1/7/2021	FedEx	12/4/2020	FAT20000788

Quantity	Item Code	Display Name	Price Each USD	Amount USD
9	767-055-AC-4	MS1 Multi-Space - Pay by Plate - AC Power - Contactless Card Reader (US Currency) CC Decals: Upper Code:6FA025799AB Lower Code:2442	\$6,150.00	\$55,350.00
9	767-296	MS1 Standard Mounting Plinth	\$0.00	\$0.00
9	767-295	MS1 Standard Mounting Pedestal	\$0.00	\$0.00
9	767-089	MS1 Installation Hardware	\$0.00	\$0.00
2	767-045	Vault T Bar Key	\$0.00	\$0.00
2	767-917	MS1 Key UPPER Code: 6FA025799AB	\$0.00	\$0.00
2	1786-235-2442	IPS Key Model A code 2442	\$0.00	\$0.00
2	767-624	MS1 Coin Box Key Code:582	\$0.00	\$0.00
1	800-006	Hengstler Thermal Printer with IPS Cover & Custom Spout	\$795.00	\$795.00
1	800-001	Multi-Space Main Operating Board with LCD and Modem (US)	\$995.00	\$995.00
1	795-054	Coin Validator Assembly Compatible with MK5 and MS1	\$75.00	\$75.00
1	767-026	Standard Card Reader Assembly	\$129.00	\$129.00
1	767-018	Standard Vertical Keypad 4x1 Assembly	\$69.00	\$69.00
1	767-017	Standard Horizontal Keypad 1x4 Assembly	\$69.00	\$69.00
1	767-019	Pay by Plate Keypad Assembly	\$225.00	\$225.00
1	970-024	IPS Electronic Coin Shutter Assembly for MS1 Units Rev D - US interface casting	\$199.00	\$199.00
1	767-901	7" Paper Roll (standard)	\$30.00	\$30.00
1	800-413	Display Window Foam Sealing Gasket	\$5.00	\$5.00
36	DEC-800-803	My Parking Receipt Label (2" W x 1" H)	\$4.00	\$144.00
36	120-822PS	Park Smarter Decal 3.875" W x 2.625 "H	\$3.00	\$108.00

Quantity	Item Code	Display Name	Price Each USD	Amount USD
1	Freight Charge - For Sale	Freight Charge FEDEX FREIGHT PRIORITY		\$2,723.30

Phone #	Fax #	E-mail
(858) 404-0607	(858) 404-0603	AR@IPSGroupInc.com

All purchase orders must be sent to: SalesOrders@IPSGroupInc.com

REMIT PAYMENT TO:

IPS Group, Inc
P.O. Box 80500
City of Industry, CA 91716-8500

Subtotal USD	\$60,916.30
Sales Tax USD (0%)	\$0.00
Total	\$60,916.30
Payments/Credits USD	\$0.00
Balance Due USD	\$60,916.30

[Click Here to Pay Now](#)

Date: 11/04/2020

To: Scott Peterson Motors

From: Deadwood Police Department

*****City of Deadwood Purchase Order #2021-0001*****

26. CLASS BT TRUCK UTILITY AL-WHEEL DRIVE FULL SIZE: 4 DOOR PURSUIT RATED

MFG: Dodge

Model: Durango Pursuit Rated

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

- Engine, 5.7 liter V-8 355 HP
- Seating Capacity 5 Passengers
- Cargo Volume 70 Cubic Feet
- Overall Length 201'
- Transmission Automatic, OD
- Police engine cooling package
- Bluetooth Capability
- 220 Amp Alternator
- 750 CCA Heavy Duty battery
- Interior center mounted Police Dome light with red and white illumination
- Backup Camera
- Power Door Locks
- Power Windows
- Power Locks
- Radio, AM/FM with auxiliary audio port/sub
- Airbags, side impact
- Rear Heat and Air Conditioning
- Police Wiring and interior power supply for lighting/police equipment
- Cruise Control/tilt
- Floor Covering, Carpet
- Guard, Skid Plate Package-Manufacturer's Standard (includes skid plates for the fuel tank, transfer case and front suspension)
- Towing Capacity 5000 pounds
- Heavy Duty suspension, police rated (PPV)

- Tires, P265/60R18 All Season
- Brakes-ABS BR9 Brake Package
- Trailer Tow pkg., Cooler, Engine Oil Cooler, Cooler, Transmission
- Mirrors, Right and Left outside
- Power Heated Mirrors
- Rear Window Defroster
- Seats, Front, Bucket, Cloth
- Power adjustable driver's seat
- Seat Covering Heavy Duty Cloth
- Rear Seat, Vinyl
- Wipers, Multiple Speed
- Dark Tinted glass
- Standard Color Silver
- Factory Freight

- Light, Spot light, Post Mounted 6" (Black Housing) \$790
- Light, Spot light, Roof Mounted 6" \$790
- Engine Block Heater \$195
- Daytime Running Lights \$240
- Full Sized Spare \$340
- Push Bar \$1790
- Fog Lights \$375
- CD Player \$695
- Fuller Center Counsel \$450

Paint upgrade charge, dealer must specify which colors have upgrade charge \$695

Delivery 120-150 Days

Base Cost \$33,345

Options:

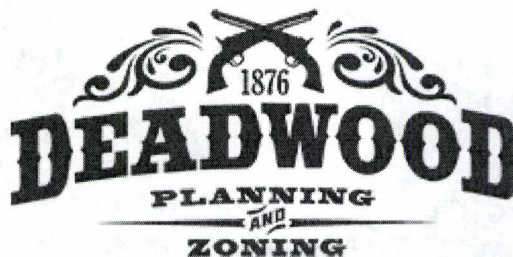
- Light, Spot light, Post Mounted 6" (Black Housing) \$790
- Full Sized Spare \$340
- Delivery \$200

Total Cost.....\$34,675/34,377

APPROVAL: _____ DATE: _____

Kenneth James Mertens-Chief of Police

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



10 P
Jeremy Russell
Planning and Zoning Administrator
Telephone (605) 578-2082
jeramyr@cityofdeadwood.com
Fax (605) 578-2084

STAFF REPORT
BOARD OF ADJUSTMENT MEETING
December 21, 2020

APPLICANT: Robb & Wendy Nelson

PURPOSE: Consolidating Parcels

GENERAL LOCATION: Centennial Avenue

LEGAL DESCRIPTION: Lot 8A, Block K, Original Townsite, City of Deadwood,
Lawrence County, South Dakota Formerly Portions of Lots 8 and 9, Block K

FILE STATUS: All legal obligations have been completed.

ZONE: R1 – Residential District

STAFF FINDINGS:

Surrounding Zoning:

North: R1 – Residential
South: R1 – Residential
East: R1 – Residential
West: R1 – Residential

Surrounding Land Uses:

Residential Dwellings
Residential Dwellings
Residential Dwellings
Residential Dwellings

SUMMARY OF REQUEST

The Final Plat for Lot 8A, Block K has been submitted to consolidate parcels of common ownership. The property is located 18 Centennial Avenue and both lots front Centennial Avenue.

FACTUAL INFORMATION

1. The property is currently zoned R1 – Residential District
2. Lot 8A, Block K, is comprised of 0.218 Acres \pm .
3. The subject property is located within a low density residential designation.
4. The property is not located within a flood zone or flood hazard zone.
5. Public facilities are available to serve the property.
6. The area is currently characterized by contributing historical Victorian homes.

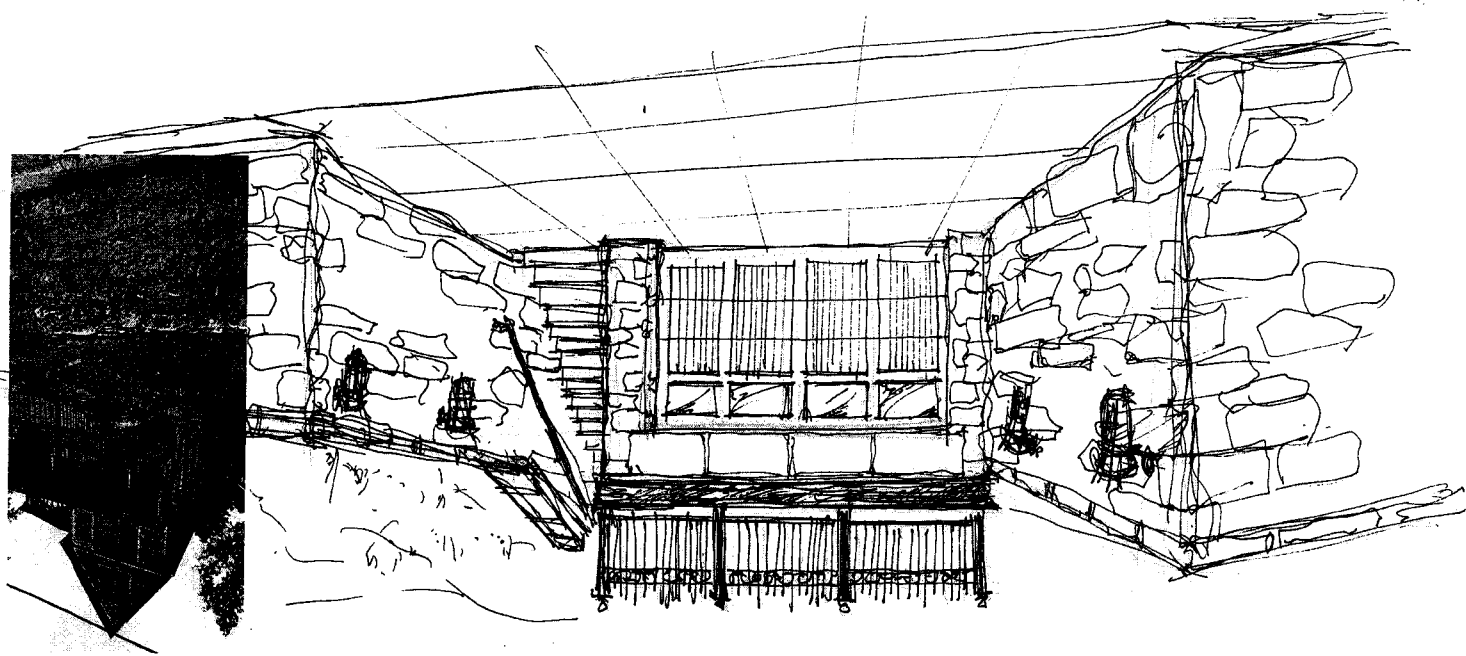
STAFF DISCUSSION

The subject property is owned by a Robb & Wendy Nelson and they desire to have two parcels consolidated into one for the purpose of building a garage. The lot meets the area and bulk requirements for square footage.

1. The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
2. Land is identified with a new legal description for the transfer of the land.
3. Surveyor's Certificate is shown with the name of the surveyor and his registered plat.
4. A date is shown on the plat and serves to "fix in time" the data represented on the plat.
5. The street bounding the lot is shown and named.
6. All certifications are indicated and correct on the plat.
7. Dimensions, angles and bearings are shown along the lot lines.
8. Scale of the plat is shown and accompanied with a bar scale.
9. Area's taken out of the mineral survey and remaining acreage is indicated on the plat.

ACTION REQUIRED:

1. Approved by the Planning & Zoning Commission on December 16, 2020.
2. Approval/Denial by Deadwood Board of Adjustment.

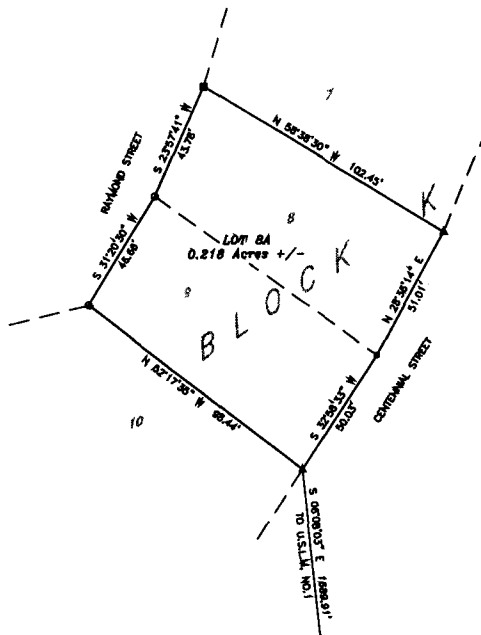


PLAT OF LOT 8A, BLOCK K, ORIGINAL TOWNSITE,
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA
FORMERLY PORTIONS OF LOTS 8 AND 9, BLOCK K



OWNER: ROB NELSON
7755 VALLEY VIEW CIRCLE
WINDSOR, CO 80550

- CHISELED "X" ON CONCRETE
- ▲ REBAR & CAP (VREM L56377)
- REBAR & CAP (ARLETH L53977)
- NAG NAIL



SURVEYOR'S CERTIFICATE

I, LOREN D. VREM, 332A WEST MAIN STREET, LEAD, SOUTH DAKOTA, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA. THAT AT THE REQUEST OF THE OWNER AND UNDER MY SUPERVISION, I HAVE CAUSED TO BE SURVEYED AND PLATTED THE PROPERTY SHOWN AND DESCRIBED HEREON. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE PROPERTY WAS SURVEYED IN GENERAL CONFORMANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA AND ACCEPTED METHODS AND PROCEDURES OF SURVEYING. DATED THIS _____ DAY OF _____, 20____.

LOREN D. VREM, R.L.S. 6577

OWNER'S CERTIFICATE
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

_____, DO HEREBY CERTIFY THAT I/WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON. THAT WE DO APPROVE THIS PLAT AS HEREON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL

REGULATIONS.

OWNER: _____

ADDRESS: _____

OWNER: _____

ADDRESS: _____

ACKNOWLEDGMENT OF OWNER
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

ON THIS _____ DAY OF _____, 20____, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY

APPEARED
KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC: _____

CERTIFICATE OF COUNTY TREASURER
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

I, _____, LAWRENCE COUNTY TREASURER, DO HEREBY CERTIFY THAT _____ TAXES WHICH ARE LIENS UPON THE HEREIN PLATTED PROPERTY HAVE BEEN PAID. DATED THIS _____ DAY OF _____, 20____.

LAWRENCE COUNTY TREASURER: _____

APPROVAL OF HIGHWAY AUTHORITY
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

THE LOCATION OF THE PROPOSED ACCESS ROADS ABUTTING THE COUNTY OR STATE HIGHWAY AS SHOWN HEREON, IS HEREBY APPROVED. ANY CHANGE IN THE PROPOSED ACCESS SHALL REQUIRE ADDITIONAL APPROVAL.

HIGHWAY AUTHORITY: _____

APPROVAL OF THE CITY OF DEADWOOD PLANNING COMMISSION
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

THIS PLAT APPROVED BY THE CITY OF DEADWOOD PLANNING COMMISSION THIS _____ DAY OF _____, 20____.

CHAIRMAN _____

ATTEST: _____
CITY PLANNER

APPROVAL OF THE CITY OF DEADWOOD BOARD OF COMMISSIONERS
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

BE IT RESOLVED THAT THE CITY OF DEADWOOD BOARD OF COMMISSIONERS HAVING VIEWED THE WITHIN PLAT, DO HEREBY APPROVE THE SAME FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS, LAWRENCE COUNTY, SOUTH DAKOTA, DATED THIS _____ DAY OF _____, 20____.

ATTEST: _____

FINANCE OFFICER _____

MAYOR _____

OFFICE OF THE COUNTY DIRECTOR OF EQUALIZATION
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

I, LAWRENCE COUNTY DIRECTOR OF EQUALIZATION, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT. DATED THIS _____ DAY OF _____, 20____.

LAWRENCE COUNTY DIRECTOR OF EQUALIZATION: _____

OFFICE OF THE REGISTER OF DEEDS
STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

FILED FOR RECORD THIS _____ DAY OF _____, 20____ AT _____ O'CLOCK, _____ M., AND RECORDED IN DOC. _____

LAWRENCE COUNTY REGISTER OF DEEDS: _____



Prepared By:
PONDEROSA LAND SURVEYS, L.L.C.
332A WEST MAIN STREET
LEAD, SD 57764
(605) 722-3840

Date:	11/26/2020
Drawn By:	L. D. Vrem
Project No.:	20-542
Dwg. No.:	80-548.dwg

LICENSE AND SUBSCRIPTION AGREEMENT

THIS LICENSE AND SUBSCRIPTION AGREEMENT is entered into as of _____, 2020 (the “Effective Date”) between LTAS Technologies Inc., an Ontario corporation (the “Licensor”) and The City of Deadwood, South Dakota (the “Licensee”).

RECITALS:

- A. the Licensor is the owner and developer of the Licensed Software (as hereinafter defined).
- B. Licensee wishes to have, and the Licensor wishes to grant to Licensee, non-exclusive access to the Subscription Services (as hereinafter defined) and a non-exclusive license to use the Licensed Software for the sole purpose of providing the Licensee Services subject to the terms and conditions of this Agreement.

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions

Whenever used in this Agreement, the following capitalized terms shall have the respective meanings specified below:

“**Additional Software**” means the software listed in Schedule “A” to this Agreement under “Additional Software Required” (as such Schedule may be reasonably amended by the Licensor from time to time), as may be further described in the Documentation;

“**Affiliates**” means with respect to any corporation, any other corporation which directly or indirectly controls or is controlled by or is under direct or indirect common control with such first mentioned corporation, or any corporation which is directly or indirectly controlled by a corporation which controls the first mentioned corporation;

“**Agreement**” means this License and Subscription Agreement, including all schedules and attachments to this Agreement;

“**Subscription Fees**” has the meaning ascribed to it in Section 8.1 hereof;

“**Authorized Administrators**” means those employees of Licensee who are authorized by the Licensee to supervise and manage the Licensee's access to and use of the Licensed Software and the performance of the Licensee Services by Designated Employees pursuant to this Agreement;

“**Licensee Data**” has the meaning ascribed to it in Section 10.2 hereof;

“**Confidential Information**” has the meaning ascribed to it in Section 10.1 hereof;

“**Licensee Services**” means identifying and monitoring short term rentals (STRs) advertised online

"Computer System Requirements" means the software and hardware components and systems listed in Schedule "A" to this Agreement under "System and Hardware Components" (as may be reasonably amended by the Licensor from time to time);

"Designated Employees" means those employees of Licensee or its Affiliates who have received appropriate training and supervision by Licensee to use the Licensed Software to provide the Licensee Services, each of whom shall have a fully paid-up user license;

"Documentation" means the documentation, guidelines and other materials provided by the Licensor to Licensee from time to time describing the use and operation of the Licensed Software and the Subscription Services, as may be amended and updated from time to time by the Licensor;

"Fees" means collectively, the Subscription Fees and the Percentage of Revenue Fees;

"Licensed Software" means the software and related Documentation provided by LTAS Technologies Inc,

"Password" has the meaning ascribed to it in Section 3.2 hereof;

"Percentage of Revenue Fee" has the meaning ascribed to it in Section 8.1 hereof.

"Subscription Services" means all hosted software provided by LTAS Technologies Inc; and

"Term" has the meaning ascribed to it in Section 15.1 hereof.

ARTICLE 2 LICENSE GRANTS

2.1 License Grants. Subject to the terms of this Agreement, including without limitation the payment of the Fees, the Licensor hereby grants to Licensee a limited, non-exclusive, non-transferable non-sublicenseable, license under the Licensor's copyrights and patents during the Term to use the Licensed Software internally and to access the Subscription Services for the sole purpose of performing the Licensee Services. The foregoing license granted to Licensee is expressly conditioned on Licensee not acting outside the license scope. No license is granted by the Licensor hereunder for any other purpose.

2.2 Further Restrictions on Use. Licensee shall not, and shall not permit any individual or entity (including Affiliates, the Designated Employees and Authorized Administrators) to: (i) duplicate, decrypt, decompile, reverse engineer, reverse assemble, extract, copy, reproduce, adapt, modify, alter or create derivative works of, or attempt to access or recreate the source code of, any component of the Licensed Software; (ii) use, or permit any third party to use the Licensed Software for time-sharing, rental, outsourcing or service bureau purposes; (iii) distribute, rent, lease, assign or otherwise transfer the Licensed Software to any third party; (iv) allow or authorize access to or use of the Licensed Software by any employee or agent, or other party other than the Designated Employees and Authorized Administrator(s). The Licensor reserves all rights not expressly granted pursuant to this Agreement.

2.3 Licensee Data. Licensee hereby grants the Licensor a right to use, copy, store, modify and display the Licensee Data as needed to perform the Subscription Services and as otherwise expressly provided in Section 10.2 hereof.

ARTICLE 3 SUBSCRIPTION SERVICES

3.1 Subscription Services. During the term, the Licensor will provide the Subscription Services in accordance with Schedule "B". Licensee will ensure that an Authorized Administrator approves each LTAS Technologies Inc. Work Order in accordance with the Documentation prior to the commencement of any Licensee Services (each, an "Approved Work Order").

3.2 Access Controls. the Licensor will provide Licensee with one administrative user identification and log-in account password ("Password") to access Licensed Software. Licensee will restrict access to the Password only to Authorized Administrator(s) and Designated Employees under their direction. Licensee will take adequate security measures to maintain the confidentiality of the Password. Licensee will comply with any security procedures required by the Licensor to authenticate the Password as communicated by the Licensor from time to time, and Licensee will make no attempt to circumvent such measures.

ARTICLE 4 USE OF THE LICENSED SOFTWARE

4.1 Use of the Licensed Software. The license grant to the Licensed Software in Section 2.1 and the use of the Subscription Services set forth in Section 3.1 are conditioned on Licensee's use of the Licensed Software in accordance with the terms of this Agreement and the Documentation. The Licensor will deliver to Licensee the information necessary to configure and obtain the Licensed Software. Licensee shall not permit anyone other than Designated Employees and Authorized Administrators to use the Licensed Software and access the Subscription Services except that Licensee may allow its Affiliates to use the Licensed Software and access the Subscription Services provided that all of the terms of this Agreement shall apply *mutatis mutandis* to Affiliates' use of the Licensed Software and that any such Affiliates first acknowledge and agree to be bound by the terms and conditions of this Agreement, and provided further that Licensee will continue to be the contracting party under this Agreement and will be responsible and liable for all of the actions of its Affiliates and their respective Designated Employees and Authorized Administrators and Licensee has purchased the required number of user licenses as required by this Agreement for itself and its Affiliates.

4.2 Additional Software and Computer System Requirements. Licensee acknowledges and agrees that the Additional Software and the Computer System Requirements are necessary to use the Licensed Software as described in the Documentation, and that Licensee must independently, at its own cost, purchase or appropriately acquire the Additional Software.

4.3 The Licensor's Changes to the Licensed Software. Licensee hereby acknowledges that the Licensor and its licensors, as the case may be, may update, modify, discontinue or add to the Licensed Software in the Licensor's sole discretion. The Licensor will provide Licensee with reasonable notice to the extent reasonably practicable in the event of any material change in the functionality of the Licensed Software. the Licensor reserves the right to withhold from the application of this Agreement and to refuse to make available to Licensee any part, portion or version of the Licensed Software that was developed for internal use, not-for resale, beta versions, or versions that have been customized pursuant to a specific customer specification.

ARTICLE 5 OBLIGATIONS OF LICENSEE

5.1 Obligations of Licensee. Licensee shall:

(a) Ensure that its use of the Licensed Software complies, and that its employees, its Affiliates and their respective employees, including Designated Employees and Authorized Administrators comply, with the terms of this Agreement and the Documentation. Licensee will notify the Licensor immediately upon its

knowledge of any non-compliance with the terms of this Agreement or the Documentation and will use its commercially reasonable best efforts to immediately remedy such non-compliance;

(b) Ensure that the Designated Employees who are the software engineers responsible for performing the Licensee Services, are appropriately trained by the Licensor or a third party authorized by the Licensor as determined by the Licensor in its sole discretion;

(c) Not provide to any third party any warranty, representation, or guarantees with respect to the specifications, features, or capabilities of the Licensed Software, including without limitations warranties of functionality or performance, that are inconsistent with the warranties, information and disclaimers contained in this Agreement;

(d) Represent the Licensee Services and the Licensed Software accurately and fairly and in accordance with the Documentation and at all times protect and preserve the goodwill and image of the Licensor and the Licensed Software;

(e) Conduct business in a manner that avoids deceptive, misleading or unethical business practices that are or may reasonably be detrimental to the Licensor, its Affiliates or licensors, including any disparagement of the Licensor, its Affiliates or licensors, or the Licensed Software;

(f) Should Licensee's employees report to Licensor any feedback regarding the performance of the Licensed Software, including, but not limited to, complaints about the operation of the Licensed Software or suggestions for its improvement, the Licensor shall own any suggestion, idea, enhancement, request, feedback, recommendations or other information related to the Licensed Software (collectively, "Feedback"), on condition that: (i) neither Licensee nor its employees shall be identified by Licensor as the provider of Feedback; (ii) Licensor acknowledges that Feedback is provided "as-is" and that Licensee and Licensee's employees disclaims all warranties, express or implied, for Feedback, including the warranty of non-infringement; (iii) Licensee and Licensee's employees disclaim, and Licensor accepts and holds Licensee and Licensee's employees harmless from, any and all liability arising from the use of Feedback; and (iv) in exercising its rights under this license Licensor does not breach its obligations of confidentiality under Article 10; and

(g) Comply with all applicable international, national, governmental, and/or local laws and regulations relating to its use of the Licensed Software and performance of the Licensee Services, and assure that in connection with performance of its obligations pursuant to this Agreement or arising or relating therefore, no Licensed Software or any portion thereof or information relating thereto, is exported, transshipped or re-exported, directly or indirectly, in violation of Canadian law and ensure that none of the Licensed Software may be downloaded or otherwise exported or re-exported to: (a) any individual located in any country to which Canada has embargoed goods ("Restricted Nations"); (b) any business or organization owned, controlled by or acting on behalf of an individual, business or organization in a Restricted Nation; (c) the governments of a Restricted Nation; or (d) to any individual, group or organization on the United States Department of Treasury's Office of Foreign Assets Control's list of Specially Designated Nationals or the United States Department of Commerce's Bureau of Industry and Security's List of Denied Persons as each may be amended from time to time.

ARTICLE 6

The Licensor's OBLIGATIONS

6.1 the Licensor's Obligations. the Licensor shall:

- (a) Provide the Subscription Services for the Licensed Software in accordance with the service levels set forth in Schedule "B" attached hereto. Licensee's operational contact shall be Ron Chan, 877-352-3277 ext 2;
- (b) Upon payment by Licensee of the applicable support and training fees as set forth in Schedule "C" hereto, provide the support and training services as described in Schedule "C"; and
- (c) Use its commercially reasonable efforts to maintain the security of the Licensed Software in a manner consistent with general industry standards.

ARTICLE 7 WARRANTIES

7.1 Licensee's Warranties. Licensee hereby represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) its execution of this Agreement and performance of its obligations hereunder, do not and will not violate any agreement to which it is a party or by which it is bound; (iii) when executed and delivered, this Agreement will constitute the legal, valid and binding obligation of Licensee, enforceable against it in accordance with its terms; (iv) it will use the Licensed Software in accordance with this Agreement and the Documentation; (v) it will comply with its obligations set forth in Section 5.1 hereof; (vi) it will not challenge, dispute or contest, directly or indirectly, the validity, ownership or enforceability of any of the Licensor's right, title and interest in and to the Licensed Software or Trade-marks, or counsel, procure or assist any other party to do the same.

7.2 the Licensor's Warranties. the Licensor hereby represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) its execution of this Agreement and performance of its obligations hereunder, do not and will not violate any agreement to which it is a party or by which it is bound; (iii) when executed and delivered, this Agreement will constitute the legal, valid and binding obligation of the Licensor, enforceable against it in accordance with its terms; (iv) for the duration of the contract Term (the "**Warranty Period**"), the Licensed Software will perform substantially in accordance with the specifications set forth in the Documentation; (v) has the right to license the Licensed Software and Documentation and all copyrights and other intellectual property rights existing therein, and that it has the right to license and has licensed the Software and Documentation to Licensee hereunder. With respect to Licensed Software that does not perform substantially in accordance with the specifications set forth in the Documentation during the Warranty Period, the Licensor will rectify the issue(s) as soon as reasonable practicable after receipt of notification from Licensee. If the Licensor is unable to correct the issue(s) within one hundred and eighty (180) days of written notification, as Licensee's sole remedy and the Licensor's entire liability, Licensee will accept a refund of the Subscription Fees paid by Licensee; provided that the foregoing warranties are expressly contingent (and shall otherwise be void) upon use of the Licensed Software strictly in accordance with the terms of this Agreement and the Documentation and without misuse, damage, alteration or modification thereto.

7.3 Warranty Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7.2, THE LICENSED SOFTWARE IS PROVIDED "AS IS" AND WITH ALL FAULTS AND the Licensor AND ITS LICENSORS MAKE NO WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, TITLE, USAGE OF TRADE OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING,

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, the Licensor EXPRESSLY DISCLIAIMS ANY WARRANTY OR CONDITION, EXPRESS OR IMPLIED, CONCERNING THE PERFORMANCE, OPERATION OR FUNCTIONALITY OF THE LICENSED SOFTWARE WHATSOEVER, ITS FITNESS FOR USE BY LICENSEE, THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT IT WILL PRODUCE A DESIRED RESULT.

ARTICLE 8 PAYMENTS

8.1 Fees. During the Term of this Agreement, Licensee shall pay to the Licensor the non-refundable (i) subscription fees ("**Subscription Fees**") as set forth in Schedule "D" to this Agreement. the Licensor may at its sole discretion, change its pricing or payment terms, upon providing at least sixty (60) days notice to Licensee prior to the end of the Term, subject to Licensee's right to terminate prior to the end of Term as set forth in Section 15.1. In addition, the Licensor may, at any time, add components and/or functionality to the Licensed Software and in such event, the Licensor will notify and provide Licensee with additional pricing terms for such new components/functionality, and Licensee will promptly notify the Licensor in writing whether it wishes to purchase such new component(s)/functionality, and if so, the Licensor will add the applicable charges for such new functionality to the Fees on a pro-rated basis for the remainder of the Term. Licensee will pay for any new components/functionality within thirty (30) days following receipt of the applicable invoice from the Licensor.

8.2 Subscription Fees. Subscription Fees will be charged in accordance with Schedule "D" hereto. Subscription Fees for the Term shall be paid by Licensee within thirty (30) days following receipt of invoice from Licensor. Licensee hereby undertakes to immediately notify the Licensor during the Term at any time that it wishes to increase the number of user licenses of the Licensed Software pursuant to this Agreement, and will pay the Licensor the additional user license fees in accordance with the terms set forth in Schedule "D" hereto from the date of such usage pro-rated to the end of the Term to be paid by Licensee to the Licensor within thirty (30) days following its receipt of the Licensor's invoice(s). Licensor reserves the right to withhold access to the software if Licensee's account is greater than sixty (60) days in arrears.

8.3 Suspension of the Subscription Services. If Licensee's account is 30 days or more overdue, or Licensee's use of the Licensed Software is otherwise not in compliance with this Section, in addition to any of its other rights or remedies, the Licensor reserves the right to suspend Licensee's access to the Subscription Services without liability until such amounts are paid in full, and if such amounts are not paid in full within 30 days following notice thereof as determined by the Licensor in its sole discretion, the Licensor shall have the right to immediately terminate this Agreement.

8.4 Support Services and Training. Licensee will pay the applicable support and/or training fees and related expenses as set forth in Schedule "C" hereto.

8.5 Professional Services. At Licensee's election, the Licensor may provide system integration and/or consulting services to Licensee at the Licensor's then current prices for such services as set forth in Schedule "C", as may be amended from time to time by the Licensor in its sole discretion.

8.6 Additional Payment Terms. Any payment not received from Licensee by the due date may accrue late charges at the rate of one and a half percent (1.5%) per month or at the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. The Licensor's fees are exclusive of all local, state, federal, provincial and foreign taxes, levies or duties of any nature ("Taxes") and Licensee shall be responsible for payment of all Taxes in connection with its use of the Licensed Software, excluding only any taxes based on the Licensor's income. If the Licensor has the legal obligation to pay or collect taxes for which Licensee is responsible pursuant to this Section, the appropriate amount shall be

invoiced to and paid by Licensee unless Licensee provides the Licensors with a valid tax exemption certificate authorized by the appropriate taxing authority.

ARTICLE 9 MONITORING AND AUDIT RIGHTS

9.1 Monitoring. Licensee acknowledges and agrees that throughout the Term the Licensors may monitor and track Licensee's use of the Licensed Software and performance of the Licensee Services through the Licensed Software for billing purposes, gather feedback of usage of its features by Authorized Users, and to ensure Licensee's compliance with the terms of this Agreement and the Documentation.

9.2 Certification and Audit Rights. At the Licensors's request (but no more often than twice per year), Licensee will submit to the Licensors a signed certification from a Licensee officer verifying that the Licensed Software is being used pursuant to the terms of this Agreement and the Documentation. The Licensors or its representatives may enter and inspect Licensee's (and where applicable, its Affiliates') premises during normal working hours to verify Licensee's compliance with the terms of this Agreement. Any inspection will be undertaken in the presence of an authorized customer business systems representative of Licensee, and shall be limited to reasonable inquiries required in order to determine whether an infringement or non-compliance has occurred. Any Licensee records disclosed during such audit and the results of such audit shall be treated as Confidential Information pursuant to this Agreement. The Licensors shall provide Licensee with written notice of its intent to conduct such an audit at least ten (10) business days prior to such audit. If this examination reveals that Licensee (or its Affiliates) have improperly used the Licensed Software, the Licensors shall invoice Licensee for such unauthorized use based upon the Licensors's standard fees in effect at the time the examination is completed.

ARTICLE 10 CONFIDENTIALITY

10.1 Confidentiality. Each party shall: (i) keep the other party's Confidential Information (as hereinafter defined) in strict confidence and shall not make use of the other party's Confidential Information for any purpose other than in connection with the Agreement; (ii) restrict disclosure of the other party's Confidential Information to those employees and representatives who have a need to know the information in order to perform such party's obligations under this Agreement, provided such persons are bound by the terms of this Section; (iii) exercise at least the same standard of care in protecting the confidentiality of the other party's Confidential Information as it does with its own Confidential Information of a similar nature but in no event less than reasonable care. Licensee acknowledges and agrees that the Licensed Software and the Documentation is Confidential Information of the Licensors. Without limiting the generality of the foregoing, disclosure includes providing access, distribution, sale, copying, dissemination, publishing, broadcasting or reproduction by any means whatsoever. Licensee further acknowledges that any unauthorized use or disclosure of the Licensed Software or Documentation may cause irreparable damage to the Licensors. If an unauthorized use or disclosure occurs, Licensee will immediately notify the Licensors and take all steps as may be available to prevent unauthorized use or dissemination. The Licensors agrees to take the same action regarding any Confidential Information it received from Licensee. Both parties must inform their employees and contractors having access to Confidential Information of its confidentiality obligations required to comply with this Section 10.1. Both parties agree to provide notice to the disclosing party upon its knowledge of or having reason to suspect a breach of any of the restrictions of this Section 10.1. **"Confidential Information"** means (i) information regarding a party's, or party's Affiliates', financial condition, information systems, business operations, results, plans and strategies, products or services, pricing, customers and employees, and marketing and distribution plans, methods and techniques;

(ii) with respect to the Licensor, the Licensed Software, Documentation and the Password, and all customer information, present or future business plans, licensors, licensing strategies, financial, sales and pricing information; research and development activities, inventions, products, designs, methods, know-how, techniques, systems, processes, engineering data, software programs, software code, works of authorship, technical data, devices or drawings of the Licensor; (iii) any information that is provided by one party which is not generally known by the public; (iv) any information marked "proprietary" or "confidential" and (v) proprietary or confidential information of any third party who may disclose such information to either party in the course of such party's business. Confidential Information shall not include information if, and only to the extent that, the recipient establishes that the information: (i) is or becomes a part of the public domain through no act or omission of the recipient; (ii) was in the recipient's lawful possession prior to the disclosure and had not been obtained by the recipient either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the recipient by a third party without restriction on disclosure; (iv) is independently developed by the recipient without recourse to the Confidential Information of the other party; (v) is disclosed by the recipient pursuant to a requirement of a governmental agency or by operation of law, provided that the recipient shall disclose only that part of the Confidential Information which it is required to disclose and shall notify the owner prior to such disclosure in a timely fashion in order to permit the owner to attempt to prevent or restrict such disclosure should it so elect.

10.2 Privacy and Licensee Data. Any data provided by the other party, including with respect to Licensee, the Licensee Data (as defined below), will be treated as Confidential Information and subject to that party's standard privacy policies and the security, privacy and confidentiality provisions contained in this Agreement. Each party agrees that it will only use such data to perform its obligations under this Agreement and not for direct marketing or promotions and will not distribute such data to any third party without the prior written approval of the other party. Notwithstanding the foregoing, Licensee expressly approves of the Licensor's use of Licensee Data as required for the purpose of providing the Subscription Services, monitoring Licensee's use of the Licensed Software and performance of the Licensee Services, ensuring proper billing procedures, creating and developing improvements, enhancements, bug fixes, modifications and additions to the Licensed Software, aggregating performance related statistics, monitoring internal processes for capacity and utilization and responding to service or technical problems. For clarity, notwithstanding the foregoing, nothing in this Agreement shall prohibit or restrict either party from using anonymous and aggregated statistical data to operate, market and promote its products or services. "Licensee Data" means any electronic data, information or material submitted or uploaded by Licensee to the Licensed Software, including any Licensee data relating to their respective Applications.

ARTICLE 12 OWNERSHIP

12.1 Ownership. Licensee acknowledges and agrees that as between the Licensor and Licensee, the Licensor and/or its licensors, as applicable, shall own all rights, title, and interest in and to the Licensed Software, Documentation, the Licensor's Trade-marks, the Licensor's Confidential Information, and all intellectual property rights related thereto. Licensee acknowledges that any unauthorized use of the Licensed Software or Trade-marks is and shall be deemed an infringement of the Licensor's rights. the Licensor acknowledges and agrees that as between the Licensor and Licensee, Licensee and/or its licensors, as applicable, shall own all rights, title and interest in and to the Applications, Licensee's trade-marks and Licensee's Confidential Information, and all intellectual property rights related thereto.

ARTICLE 13 LIMITATIONS OF LIABILITY

13.1 LIMITATIONS OF LIABILITY. EXCEPT FOR ANY CLAIMS OF BREACH OF CONFIDENTIALITY, MISAPPROPRIATION OF INTELLECTUAL PROPERATY OR THIRD PARTY

INDEMNIFICATION CLAIMS, IN NO EVENT SHALL EITHER PARTY OR ANY OF SUCH PARTY'S DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, LICENSORS OR AGENTS BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR: (I) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY FORM OR THEORY OF ACTION WHATSOEVER, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, EQUITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OR INACCURACY OF DATA, OVERHEAD, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF; OR (II) AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEEDING THE AGGREGATE AMOUNT OF THE FEES PAID TO THE LICENSOR DURING THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF ANY SUCH CLAIM. THE LIMITATIONS OF LIABILITY IN THIS SECTION AND THE WARRANTY DISCLAIMER IN SECTION 7.3 HEREOF SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

ARTICLE 14

INDEMNIFICATION

14.1 Indemnification by Licensee. Licensee will indemnify the Licensor against and hold it harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, arising out of (i) the failure of Licensee to comply with all applicable laws, rules, and/or regulations regarding the Licensed Software; (ii) the failure of Licensee to comply with the terms and conditions of this Agreement; (iii) Licensee's misuse of the Licensed Software or the provision of the Licensee Services to Licensee's customers (iv) any negligent act or omission of Licensee; or (v) any specification, documentation, or other intellectual property provided by Licensee to the Licensor that gives rise to any claim of infringement. the Licensor may participate in the defense or settlement of any such claim, suit or proceeding with counsel at its expense.

14.2 Indemnification by the Licensor. Licensor will indemnify the Licensee against and hold it harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, arising out of (i) the failure of Licensor to comply with all applicable laws, rules, and/or regulations; (ii) the failure of Licensor to comply with the terms and conditions of this Agreement; (iii) any negligent act or omission of Licensor; or (iv) any action against Licensee brought by a third party to the extent that the action arises from the infringement by the Licensed Software of any U.S., Canadian, or EU patents or copyrights of a third party. The Licensor will pay those costs and damages finally awarded against Licensee by a court of competent jurisdiction in any such action that are specifically attributable to such claim or those costs and damages agreed to in a settlement of such action. The foregoing obligations are conditioned on Licensee notifying the Licensor promptly in writing of such action; giving the Licensor sole control of the defense thereof and any related settlement negotiations; and cooperating, at the Licensor's request and expense, in such defense. Licensee may participate in the defense or settlement of any such claim, suit or proceeding with counsel at its expense. If the Licensed Software becomes, or in the Licensor's opinion are likely to become, the subject of an infringement claim, the Licensor may, at its sole option and expense, either (i) procure for Licensee the right to continue using the Licensed Software, (ii) replace or modify the Licensed Software so that they become non-infringing, or (iii) accept return of the Licensed Software, terminate this Agreement, in whole or in part, as appropriate, upon written notice to Licensee and refund Licensee the prices and/or fees paid for such Licensed Software upon such termination. Notwithstanding the foregoing, the Licensor will have no obligation under this Section or otherwise with respect to any infringement claim based upon any use of the Licensed Software not in accordance with this Agreement, any use of the Licensed Software not in accordance with the Documentation, or any use of the Licensed Software in combination with products, equipment, software, or data not supplied by the Licensor if such infringement would have been avoided but for the combination with other products, equipment, software or data, any use of any release of the Licensed Software other than the most current release made available to Licensee, or any

modification of the Licensed Software by any person other than the Licensor or its authorized agents or subcontractors. Such indemnification shall not apply to the extent to which any specification, documentation, or other intellectual property provided by Licensee for use in the Licensed Software gives rise to any claim of infringement. THIS SECTION STATES THE LICENSOR'S ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY FOR ANY CLAIMS OF INFRINGEMENT.

ARTICLE 15 TERM AND TERMINATION

15.1 Term. This Agreement is effective as of the Effective Date and will remain in full force and effect for a period of 12 months from the Effective Date. (the "**Initial Term**") and shall automatically extend for successive 12 month periods (each, a "**Renewal Term**") (collectively, the Initial Term and Renewal Terms shall be referred to herein as the "**Term**"), unless either party provides the other party with written notification of its intent not to extend the Agreement at least thirty (30) days prior to expiration of the Original Term or the applicable Renewal Term as applicable.

15.2 Termination. The parties may terminate this Agreement as provided below:

- (a) Licensee and the Licensor may terminate this Agreement by mutual written consent at any time.
- (b) Either party may terminate this Agreement by giving notice to the other party at any time if the other party has breached any representation, warranty, obligation or covenant contained in this Agreement and this breach has not been cured within a 30 day period from the date of its receipt of notice thereof, provided that upon any repeated breach by Licensee of any of its representations, warranties, obligations or covenants, Licensee shall not be entitled to a second cure period and the Licensor's right to immediate termination as set forth in Section 15.2(c) below shall apply.
- (c) the Licensor shall have the right to immediately terminate this Agreement upon any repeated breach by Licensee of any of its representations, warranties, obligations or covenants contained in this Agreement upon providing written notice to Licensee thereof.
- (d) Either party may terminate this Agreement (i) if the other party declares insolvency or bankruptcy, (ii) if a petition is filed in any court and not dismissed in ninety (90) days to declare the other party bankrupt or for the other party's reorganization under bankruptcy, insolvency, reorganization, moratorium, or other laws relating to or affecting the rights of creditors; or (iii) if the other party consents to the appointment of a trustee in bankruptcy or a receiver or similar entity.
- (e) the Licensor may terminate this Agreement immediately at any time in the event that Licensee breaches any of its licensing, ownership or confidentiality related obligations prescribed under Articles 2, 3, 4, 5, 8, 9, 10, 12 and 14.
- (f) the Licensee may terminate this Agreement with written notice to the Licensor within a 30 day period from the date of Licensee's fiscal budget expiry, upon condition that Licensee annual budget cannot be appropriated.

15.3 Actions upon Termination or Expiration. In the event of termination or expiration of this Agreement:

- (a) Licensee shall immediately cease and desist from using the Licensed Software and return to the Licensor any copies of the Licensed Software and Documentation in its possession;

(b) Each party shall immediately return the Confidential Information of the other party, including any copies thereof;

(c) Licensee shall immediately pay any outstanding Fees to the Licensors and any other amounts payable to the Licensors hereunder;

(d) Licensee shall maintain all books, records, business reports and other reports relating to the use of the Licensed Software and provision of the Licensee Services for a period not less than three (3) years and permit the Licensors, after a reasonable notice, to inspect such records at least once within the three month period after termination; *provided that* upon any termination of this Agreement (except mutual termination pursuant to Section 15.2(a) or termination by Licensee pursuant to Section 15.2(b) above) or expiration of this Agreement, Licensee shall not be entitled to receive any reimbursement of any payments made to the Licensors heretofore pursuant to this Agreement, including, without limitation, any prepaid Fees.

(e) Upon termination by Licensee in accordance with Section 15.2(b) or mutual termination by the parties pursuant to Section 15.2(a), the Licensors shall provide Licensee with a refund equal to the portion of the prepaid Subscription Fees and any prepaid Transaction Fees not yet used for the then current Term prorated to the end of the then current Term.

15.4 No Prejudice to Other Rights. Any termination pursuant to Section 15.3 shall be without prejudice to any other rights or remedies which one party (referred to in this Section 15.4 as the "nonbreaching party") may have in respect of any default by the other party (referred to in this Section 15.4 as the "breaching party"). Any failure by the nonbreaching party to exercise its rights hereunder to terminate or otherwise to enforce or recover damages for any default, breach or non-observance by the breaching party of any covenant, condition, obligation or term of this Agreement will not affect or impair the nonbreaching party's right in respect of any subsequent default, breach or non-observance of the same or a different kind, nor will any delay or omission of the nonbreaching party to exercise any right arising from any default, breach or non-observance affect or impair the nonbreaching party's right as to the same or any future default, breach or non-observance *provided however*, that nothing in this Section 15.4 shall be construed or interpreted as to override any provision in this Agreement limiting the remedies of a nonbreaching party against a breaching party.

15.5 Survival. Notwithstanding any provisions to the contrary herein, the provisions of Sections 2.2, Section 7.3 and Articles 8, 9, 10, 11, 12, 13, 14 and 15 shall survive the termination or expiration of the Agreement.

ARTICLE 16 GENERAL PROVISIONS

16.1 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Neither party shall have the right to assign or otherwise transfer its rights or delegate its duties under this Agreement without the express written consent of the other party. Notwithstanding the foregoing, the Licensors may assign this Agreement in the event of a merger, consolidation or the sale of all or substantially all of its assets or stock and the Licensors may assign its rights to monies due or becoming due, without Licensee's consent.

16.2 Governing Law All of the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement will be governed, construed, and enforced pursuant to the laws of the State of South Dakota, without regard to South Dakota's rules concerning the conflict of laws. Any action brought in relation to this Agreement will be brought in state or federal court located in Lawrence County, South Dakota, and Licensors hereby waives any claim as to forum non conveniens or lack of personal jurisdiction.

16.3 Announcements. Solely for the purpose of marketing and promoting the relationship under this Agreement, each party hereby grants to the other party the right to use and display its trade-marks, logos and trade names for the sole purpose of marketing and promoting the relationship under this Agreement, subject to compliance by the other party with such party's trade-mark guidelines as provided from time to time. Neither party shall issue such publicity and general marketing communications concerning their relationship under this Agreement without the prior written consent of the other party of the form of such usage (not to be unreasonably withheld or delayed). Neither party shall disclose the terms of this Agreement to any third party other than its outside counsel, auditors, and financial and technical advisors, except as required by law or pursuant to a non-disclosure agreement containing confidentiality obligations at least as restrictive as those contained in Article 10 hereof.

16.4 Non-solicitation. Each party agrees that during the Term of this Agreement and for a period of one (1) year thereafter, that it will not, without the prior written approval of the other party hire or enter into a contract with any employee, agent or representative of the other party to provide services, directly or indirectly, induce or attempt to induce or otherwise counsel, discuss, advise or encourage any employee, consultant, agent or representative of either party to leave or otherwise terminate such person's relationship with that party.

16.5 Notices. All claims, instructions, consents, designations, notices, waivers, and other communications in connection with the Agreement ("**Notifications**") will be in writing. Such Notifications will be deemed properly given (a) when received if delivered personally, (b) if delivered by facsimile transmission when the appropriate telecopy confirmation is received; (c) upon the receipt of the electronic transmission by the server of the recipient when transmitted by electronic mail, or (d) within three (3) days after deposit with an internationally recognized express delivery service, in each case when transmitted to a party at the following address or location:

If to the Licensor:

LTAS Technologies Inc.
Attn: Allen Atamer
505 Consumers Road Unit #314
Toronto, Ontario, CANADA M2J 4V8

Facsimile: 647-795-9186

If to Licensee:

Either party may send any Notification hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication will be deemed to have been duly given unless and until it actually is received by the intended recipient. Either

party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other notice in the manner herein set forth.

16.6 Independent Contractors. The relationship of the Licensor and Licensee established by this Agreement is that of independent contractors and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint venturers, franchisor-franchisee, co-owners or otherwise as participants in a joint or common undertaking, or (iii) allow Licensee to create or assume any obligation on behalf of the Licensor for any purpose whatsoever. Notwithstanding anything to the contrary in this Agreement, nothing contained herein shall limit the Licensor's ability to enter into similar agreements in the future with others or shall restrict the Licensor, its distributors or licensees from marketing, licensing, distributing, maintaining or servicing the Licensed Software or providing the Licensee Services to any third party.

16.7 Severability. If this Agreement or any provision thereof is, or the transactions contemplated hereby are, found by a court of competent jurisdiction to be invalid, void, unenforceable for any reason or inconsistent or contrary to any valid applicable laws or official orders, rules and regulations, in whole or in part, the inconsistent or contrary provision of this Agreement shall be null and void and such laws, orders, rules and regulations shall control and, as so modified, this Agreement shall continue in full force and effect and the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law; *provided, however*, that nothing herein contained shall be construed as a waiver of any right to question or contest any such law, order, rule or regulation in any forum having jurisdiction.

16.8 No Waiver. No provision of the Agreement will be considered waived unless such waiver is in writing and signed by the party that benefits from the enforcement of such provision. No waiver of any provision in the Agreement, however, will be deemed a waiver of a subsequent breach of such provision or a waiver of a similar provision. In addition, a waiver of any breach or a failure to enforce any term or condition of the Agreement will not in any way affect, limit, or waive a party's rights under the Agreement at any time to enforce strict compliance thereafter with every term and condition of the Agreement.

16.9 Force Majeure. Except for the obligation to make payments, nonperformance of either party shall be excused to the extent the performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers or such other event beyond the reasonable control of either party.

16.10 Further Assurances. The parties will each perform such acts, execute and deliver such documents and instruments, and do such other things as may be reasonably requested to accomplish the transactions contemplated by this Agreement and to carry out the purpose and intent hereof.

16.11 No Third Party Beneficiaries. This Agreement is solely for the benefit of the parties and, except as otherwise provided herein, no other Person will have any right, interest, or claim under this Agreement.

16.12 Entire Agreement. This Agreement, together with the Schedules, exhibits, attachments and appendices hereto, constitutes the entire agreement and understanding between the parties or any of their Affiliates with respect to its subject matters and supersedes all prior agreements, understandings and representations, written or oral, to the extent they relate in any way to the subject matter of the Agreement.

16.13 Counterparts of the Agreement. The Agreement may be separately executed by the parties in two (2) or more counterparts and all such counterparts shall be deemed an original, but all of which together shall constitute one and the same instrument and will be binding on the parties as if they had originally signed one copy of the Agreement. Delivery of a copy of this Agreement or such other document bearing an original signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document

format” (“pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature. “Originally signed” or “original signature” means or refers to a signature that has not been mechanically or electronically reproduced.

16.14 FCPA Compliance. Except as may be expressly permitted by the Foreign Corrupt Practices Act, Consultant shall not, either directly or indirectly, in order to assist in obtaining or retaining business for or with, or directing any business to, any person, make or cause to be made, a payment of money or offer, gift, promise to give or authorization of the giving of anything of value to any foreign official or to any foreign political party or official thereof for the purposes of: (a) influencing any act or decision of that person in his or its official capacity; (b) inducing that person to do or omit any act in violation of his or its lawful duty; (c) securing any improper advantage; or (d) inducing that person to use his or its influence to affect or influence any official act or decision by such person.

16.15 Insurance Requirements: Licensor shall at all times during the term of this Agreement maintain general liability insurance, including for bodily injury (including death), property damage, contractual and completed operations liability with limits of liability of at least \$2,000,000.00 per occurrence, \$2,000,000.00 in the aggregate, errors and omissions insurance with limits of liability of at least \$1,000,000.00 per occurrence, professional liability insurance with limits of liability of at least \$1,000,000.00 per occurrence, and workers’ compensation and employer’s liability insurance as required by applicable laws. Licensor will provide Licensee with certificates of insurance, and a copy of the additional insured endorsements described herein, upon Licensee’s request.

16.16 Not Exclusive. The parties acknowledge that their relationship under this Agreement is not exclusive as to either party. Licensor further acknowledges that this Agreement places no minimum volume commitments or similar obligations upon Licensee. IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

Dated this 2nd day of , 20.

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown
Finance Officer

Dated this _____ day of , 20.

LTAS Technologies Inc.

By: CEO

State of South Dakota)
County of _____) SS
)

On this _____ day of, before me, the undersigned officer, signed in Toronto, Ontario, who acknowledged himself to be the CEO of LTAS Technologies Inc., an Ontario corporation, and that such CEO, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation himself as Director.

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

(SEAL)

Notary Public

My Commission Expires: _____

Schedule “A”

System and Software Requirements

A. System and Hardware Requirements

Microsoft Windows 8/10 or Mac OS X 11.0 or higher

2 Ghz Pentium 4 or Later

4 GB RAM or greater

Microsoft Internet Explorer version 11 or Edge browser

→Other web browser (Chrome, Firefox) are also acceptable

High Speed Internet Access (minimum 5 MBps)

E-mail access

Firewall allowing harmari.com

Schedule "B"

Schedule of Deliverables

Delivery Date	Milestone	Amount Due	Payment Due
Agreement Date + 30 Days	100% of STR inventory investigated, findings reported	Initial Term Amount in Schedule "D"	Agreement Date
Agreement Date + 12 months	Ongoing Monitoring of STR	Renewal Term Amount in Schedule "D"	Agreement Date + 12 months

Access to a web portal to be made available to the Account Administrator, where by an archive of short term rental data is available for download, including

1. Taxcrawler report in Excel format (XLS)
2. Dashboard report in PDF format
3. Screenshots folder with supporting evidence from investigation findings
4. Archives folders itemized by property ID number including
 - a. Listing text (HTML)
 - b. Pictures (JPG)
 - c. Reviews (HTML)

For the duration of the Term the web portal will be accessible 24/7 via secure password-protected login at harmari.com

Schedule "C"

SUPPORT AND TRAINING SERVICES

I. Customer Support

The Licensor Provides two levels of customer support services in support of the Licensed Software during the Term. This includes support of all Licensor's software.

(a) Premium Customer Support

Fee: As set out in Schedule "C (c)"

All the General Support Components listed below

(b) Standard Customer Support

**Fee: Included in
Subscription Fee**

All the General Support Components listed below.

Licensor Customer Support will be limited to reporting service and technical issues only that are not addressed on the Licensor website. Licensor will direct any 'how to' or usage questions to the Licensees appointed contact and/or the online help resources.

General Support Components:

Customer Support: 1-877-352-3277 or support@harmari.com

Support Hours: Monday – Friday 9:00AM – 6:00PM North American Eastern Time

Initial Incident response within one business day

(c) Professional Services

Fee: \$125 per hour + expenses

At Licensee's election, the Licensor may provide the following additional services: system integration, customization, maintenance on customizations, and consulting services, based on upfront scope of work and pre-approval. Expenses shall include without limitation, costs of travel and professional services fees expended in loading and testing applications outside of the Licensor's offices.

(d) Subject Matter Expert services

Fee: \$275 per hour + expenses

At Licensee's election, should Licensee's staff be required for court appearances in litigation matters, including preparation, travel time, pre-court meeting, court appearance and expert testimony and evidence review and analysis the hourly rate indicated above should apply.

Schedule "D"

FEES

Subscription Fees

Licensee shall pay to the Licensor the Subscription Fees which amount shall include a site license for use of the Licensed Software. Subscription Fees shall be non-refundable except as otherwise expressly provided in the Agreement. Subscription Fees will include standard support and maintenance coverage. All fees are specified in \$USD

Licensee will pay the Subscription Fees on a one-time basis. Licensee shall pay the Licensor for Transaction Fees within thirty (30) days of receipt of any such invoice. Licensor reserves the right to withhold access to its software or services should Licensee's account become more than sixty (60) days past due.

Component Description	Year 1	Year 2 Optional	Year 3 Optional
Address Identification and Reporting (Optional) <ul style="list-style-type: none"> (Airbnb, VRBO/HomeAway, FlipKey/Trip Advisor, Booking, Craigslist + 55 other websites) 4x per week monitoring, weekly identification report 	\$5,000	\$5,000	\$5,000
STR Registration (Optional)** <ul style="list-style-type: none"> Customized per City ordinance Payment processing including credit card fees Automated renewal reminders Customer Service assistance 8 AM – 5 PM PT 	\$500 + 3.5% of registration fees	\$500 + 3.5% of registration fees	\$500 + 3.5% of registration fees
Compliance Monitoring / Enforcement (Optional) <ul style="list-style-type: none"> One round of warning letters Two rounds of violation letters Rescinded Registration letters where applicable 	Included	Included	Included
Tax Collection Support	Included	Included	included

* Prices do not include City, County or State Sales Tax or Gross Receipts Tax associated with the Taxcrawler software delivery. Sales tax on software may be avoided provided a certificate of exemption by the State.

For **Identifiability**, Harmari guarantees that it will provide the correct full name and exact address of the STR operator a minimum percentage of total STR inventory for Year 1 of the contract.

Listing Building Type	Target Identification	Penalty for Missing Target *
House, Villa, or other single family dwelling	95%	1% of contract per 2% below target to a maximum of 25% of contract Year 1*

Apartment, Condo or other unit of a multi-family dwelling	75%	
Tent, Tree-house, RV, or other dwelling not within jurisdiction	N/A	N/A

* Licensee must provide valid written proof of address via mail marked Return-to-sender, written statements from customer indicating an incorrect address or Affidavit denying operation of an STR, or other equivalent documentation.