

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA

Regular Meeting
5:00 p.m. Monday, May 18, 2020

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

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

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

- A. Permission for Mayor to sign Memorandum of Understanding for mutual and automatic aid between the Lawrence County Fire Entities.
- B. Renew 2020-2021 Malt Beverage Licenses, pending payment of property tax and BID taxes.
- C. Allow use of use of public property at Event Complex on Monday, August 31 through Monday, September 7, alcohol license for Cadillac Jacks to serve liquor, open container at Event Complex from 4:00 p.m. to 10:00 p.m. for Deadwoods All In Freestyle Motocross Event on Saturday, September 5. (Previously approved for June 6, 2020)
- D. Remove Seasonal Ordinance Officer Teresa Tomford from payroll effective May 18, 2020.
- E. Permission for Mayor to sign contract with Black Hills Special Service for cleaning trolley and city vehicles
- F. Permission for Mayor to sign contract with Lind-Exco for Stage Run Apartment Project-Infrastructure TIF 12 in the amount of \$222,060.44
- G. Permission to hire Sunset Regall to reproduce ghost mural "J. Hattenbach The Grocer" not to exceed \$5,350.00 at 79 Sherman Street.
- H. Permission to expend up to \$11,052.00 for equipping new police vehicle. (Budgeted in Police Equipment.)
- I. Permission to hire Mathew Johnson, Kadden Dillman and Gage Mau for Public Works Seasonal positions at \$12.50 per hour effective 5/20/2020, pending pre-employment screening.
- J. Permission for Mayor to sign amended loan agreement with North Dakota Historical Society – Chateau de Mores State Historic Site for traveling baseball exhibit from May 18 through September 11, 2020.
- K. Make 2020 budgeted allocation to Northern Hills Alliance for Children in the Amount of \$3,500.00 from Bed and Booze Fund.

L. Extend 47 hours of vacation time for Kevin Kuchenbecker until July 15, 2020.

M. Permission for Chief Rakow to sign Volunteer Assistance Grant Award.

7. BID ITEMS

A. Results of bids opened at 2:00 p.m. for 11 Lincoln Retaining Wall

B. Results of bids opened at 2:00 p.m. for 56 Taylor Retaining Wall

8. PUBLIC HEARINGS

A. Hold public hearing for Retail (on-off sale) Malt Beverage License, and Retail (on-off sale) Wine Licenses for Midnight Star at 677 Main Street.

9. OLD BUSINESS

10. NEW BUSINESS

A. Reappoint Mike Albertson, Jenn Johnson and appoint Vaughn Smith to Board of Appeals with terms to expire May 31, 2023.

B. Permission for Mayor to sign Temporary Construction Easements in regards to emergency construction work at 30 Adams Street with the following addresses: 38 & 40 Jefferson St., 26, 29, & 30 Adams St.

C. Discuss with possible action, recommendation from Parking & Transportation to reduce Hickok's April 2020 payment for 12 parking spaces in Broadway Ramp from \$1278.00 to \$639.00 due to COVID-19.

D. Permission to purchase 75 posts from Wheeler Lumber in the amount not to exceed \$8400 for trail system. (Budgeted in HP Capital Assets)

11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

12. EXECUTIVE SESSION

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

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

13. ADJOURNMENT

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

Join Zoom Meeting:

<https://us02web.zoom.us/j/6055782082?pwd=Z1QrRXhXaXp4eStPSig2YjVTNUtZQT09>

Meeting ID: 605 578 2082

Password: 1876

One tap mobile

669-900-9128

Please practice the CDC's social distancing recommendations.

Please be considerate of others and if you no longer have business activities during the meeting, do not feel obligated to remain.

REGULAR MEETING, MAY 4, 2020

SWEAR IN COMMISSIONERS

City Attorney Riggins administered the Oath of Office to newly elected City Commissioners Michael Johnson and Charlie Struble.

Mayor David Ruth Jr. administered the Oath of Office to City Attorney Quentin L. Riggins.

The Regular Session of the Deadwood City Commission convened on Monday, May 4, 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, and Charlie Struble, and Gary Todd. All motions passed unanimously unless otherwise stated.

COMMISSION DEPARTMENTAL APPOINTMENTS

Mayor Ruth Jr. announced the following Commission appointments:

David Ruth Jr. – Finance Commissioner, Chamber of Commerce Representative;

Sharon Martinisko – Public Works, Parks & Recreation, Safety Commissioner and Black Hills Council of Local Governments Representative;

Gary Todd – Police and Fire Commissioner and Commission President;

Charlie Struble – Planning and Zoning, Historic Preservation Commissioner, Deadwood History Inc. Board Member, and Event Committee Representative;

Michael Johnson – Library Representative, Public Buildings, and Trolley Commissioner.

APPROVAL OF MINUTES

Martinisko moved, Struble seconded to approve the minutes of April 20, and 27, 2020. Roll

Call: Aye-All. Motion carried.

APRIL, 2020 PAYROLL: COMMISSION, \$2,730.76; FINANCE, \$18,619.99; PUBLIC BUILDINGS, \$10,577.63; POLICE, \$88,391.30; FIRE, \$5,679.60; BUILDING INSPECTION, \$4,244.40; STREETS, \$29,743.76; PARKS, \$21,035.65; PLANNING & ZONING, \$4,418.08; LIBRARY, \$3,707.09; RECREATION CENTER, \$9,610.87; HISTORIC PRESERVATION, \$18,146.21; WATER, \$19,510.70; PARKING METER, \$8,201.63; TROLLEY, \$17,438.28; PARKING RAMP, \$950.00. **PAYROLL TOTAL: \$263,005.95.**

APRIL, 2020 PAYROLL PAYMENTS:

Internal Revenue Service, \$68,788.70; S.D. Retirement System, \$27,859.28; Delta Dental, \$4,347.25.

APPROVAL OF DISBURSEMENTS

Struble moved, Martinisko seconded to approve the May 4, 2020 disbursements. Roll Call: Aye-All. Motion carried.

| | | |
|--------------------------|---------------|-----------|
| A & B BUSINESS SOLUTIONS | CONTRACT | 343.17 |
| A - Z SHREDDING | SERVICE | 27.85 |
| ACE HARDWARE | SUPPLIES | 15.99 |
| AFFORDABLY CREATIVE | PROJECT | 6,455.00 |
| ALL ASPECTS | SERVICE | 700.00 |
| ATCO INTERNATIONAL | SUPPLIES | 481.50 |
| BH CHEMICAL | SUPPLIES | 894.63 |
| BOMGAARS | SUPPLIES | 674.29 |
| CENTURY BUSINESS | CONTRACT | 249.80 |
| CHAINSaw CENTER | SUPPLIES | 847.79 |
| CHAMBERLIN ARCHITECTS | PROJECT | 2,250.00 |
| CONVERGINT TECHNOLOGIES | SERVICE | 255.10 |
| DANNY'S PLUMBING | PROJECT | 901.02 |
| DVFD | REIMBURSEMENT | 13.65 |
| EAGLE ENTERPRISES | SUPPLIES | 988.00 |
| EMERY-PRATT | BOOKS | 31.13 |
| EPCO ENVIRONMENTAL | SUPPLIES | 1,138.15 |
| FASNACHT, GLENN | PROJECT | 701.76 |
| FIB CREDIT CARDS | SUPPLIES | 1,118.25 |
| FLAT EARTH SIGN | SERVICE | 2,495.00 |
| FOOTHILLS SEED | SUPPLIES | 630.00 |
| GALLS | UNIFORMS | 121.85 |
| GARDNER CONSTRUCTION | SERVICE | 3,380.00 |
| GOLDEN WEST | SERVICE | 212.50 |
| GRASSROOTS ADVISORS | TABLETS | 961.11 |
| HOWELL, RODNEY | PROJECT | 10,000.00 |
| IT STRAPS ON | SUPPLIES | 124.26 |
| JACOBS WELDING | SERVICE | 926.21 |
| JS CONSTRUCTION | PROJECT | 5,066.57 |
| KNECHT HOME CENTER | GRANT | 600.00 |
| KNECHT HOME CENTER | SUPPLIES | 33.32 |
| LAWRENCE CO. REGISTER | SERVICE | 90.00 |
| LAWRENCE CO. TREASURER | TAX | 1,805.76 |
| LYNN'S | SUPPLIES | 41.77 |
| MACK, ASHLEY | REFUND | 30.00 |
| MEADE COUNTY REGISTER | SERVICE | 30.00 |
| MENARD'S | SUPPLIES | 411.51 |

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| | | |
|--------------------------|------------|-----------|
| MIDWEST ART CONSERVATION | MEMBERSHIP | 50.00 |
| MIDWEST TAPE | DVDS | 439.51 |
| MDU | SERVICE | 6,634.06 |
| MUNICODE | SERVICE | 5,850.00 |
| MUTUAL OF OMAHA | INSURANCE | 253.82 |
| NHS OF THE BLACK HILLS | SERVICE | 4,155.00 |
| NORTHWEST PIPE FITTINGS | SUPPLIES | 605.71 |
| QUIK SIGNS | SIGNS | 783.68 |
| RASMUSSEN MECHANICAL | SUPPLIES | 87.00 |
| S AND C CLEANERS | CLEANING | 5,850.50 |
| SALSBURY INDUSTRIES | SUPPLIES | 215.34 |
| SD DEPT. OF CORRECTIONS | FIREWISE | 9,014.98 |
| SD PUBLIC HEALTH LAB | TESTING | 30.00 |
| SERVALL | SUPPLIES | 387.64 |
| SPEIRS, MARK | PROJECT | 1,336.74 |
| STRETCH'S | SERVICE | 491.37 |
| STUEN CONSTRUCTION | SERVICE | 5,567.50 |
| TCF EQUIPMENT FINANCE | TROLLEYS | 9,400.86 |
| THE LORD'S CUPBOARD | RECYCLING | 45.88 |
| TRIPLE K | SERVICE | 173.50 |
| TWILIGHT | SUPPLIES | 712.50 |
| TWIN CITY HARDWARE | SUPPLIES | 4,639.89 |
| VAST | SERVICE | 3,330.99 |
| VERIZON WIRELESS | SERVICE | 186.34 |
| WELLMARK | INSURANCE | 51,743.77 |
| WHEELER LUMBER | SUPPLIES | 103.20 |
| WINTER & COMPANY | PROJECT | 8,725.00 |

Total \$165,861.72

CONSENT

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

- A. Permission to rescind Swimming Pool contract with Lead-Deadwood Schools due to CDC's social distancing recommendations.
- B. Permission to rescind Adaptive Swim contract with Lead-Deadwood Schools due to CDC's social distancing recommendations.
- C. Allow use of Sherman Street lot on Saturday, September 12, 2020 for the Big Mick (first date approved was June 20)
- D. Permission to hire Straight Line Striping to stripe the Sherman Street District in the amount of \$3,421.98. (To be paid from Streets budget)
- E. Permission to hire Black Hills Asphalt to repair asphalt in the event Complex parking lots in the amount of \$5,625.00. (To be paid from Street budget)
- F. Permission to hire Colten Radensleben, Colt Bradley and Owen Wisser for Public Works Seasonal positions at \$12.50 per hour effective 5/5/2020, pending pre-employment screening.
- G. Permission to hire Greg Nelson for Public Works Seasonal Technician position at \$14.50 per hour effective 5/5/2020, pending pre-employment screening.

BID ITEMS

Surplus Items

Mayor Ruth Jr. stated bids were opened for the surplus items at 2:00 p.m. on April 28 as advertised.

2007 John Deere X748 Tractor – James Lee - \$4,500.00; Larry Shama - \$1,227.00; Tom Kruzel - \$825.00; Van Der Vorste - \$651.00; Kerry Ruth - \$601.00, and Tim Havens - \$521.00
2000 Kawasaki KAF950A1 Mule – Troy Prella - \$1,7500.00; Lowe Roofing - \$1,500.00; Larry Mitchell - \$1,000.00; Tom Kruzel - \$750.00; Donald Kryger - \$707.00, and Van Der Vorste - \$366.00
2002 Genie GS2032 Lift – Troy Prella - \$3,001.00; Lowe Roofing - \$2,000.00; Tim Conrad - \$1,800.00; Rasmussen Mechanical - \$1,500.00; Van Der Vorste - \$501.00, and Tom Kruzel - \$450.00
1989 Freightliner FLD120 – Kenny Gardner - \$5,500.00; Lowe Roofing - \$5,000.00; Tim Conrad - \$2,210.00, and Van Der Vorste - \$1,501.00

Finance Officer McKeown stated 4 pieces of equipment were surplusd, with a total of 22 bids received. Department Heads reviewed and recommend approval of top bidder for each piece of equipment. Martinisko moved, Struble seconded to approve top bidders of surplus items listed. Roll Call: Aye-All. Motion carried.

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TIF #12

Mayor Ruth Jr. stated one bid was opened for Installation of the Infrastructure related to TIF #12 Affordable Housing Stage Run at 2:00 p.m. on April 30 as advertised. Bid bond and acknowledge of Addendum #1 were received.

Lind-Exco Inc. - \$222,060.44

Public Works Director Nelson Jr. recommends Commission approval, and staffs engineers estimate was \$215,000.00. Martinisko moved, Johnson seconded to accept bid from Lind-Exco for the Infrastructure related to TIF #12 Affordable Housing Stage Run. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS

Set

Martinisko moved, Todd seconded to set public hearing on May 18 for Retail (on-off sale) Malt Beverage, and Retail (on-off sale) Wine Licenses for Midnight Star at 677 Main Street. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Ordinance

McKeown stated no changes between first and second readings. Martinisko moved, Todd seconded to approve second reading of Ordinance 1311, Business Licenses. Roll Call: Aye-All. Motion carried.

Resolution

McKeown explained the fees. Todd moved, Struble seconded to approve Resolution 2020-16, Business License Rate Fees. Roll Call: Aye-All. Motion carried.

Resolution 2020-16

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

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

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

Business License Fee:

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

New License after October 1, 2020\$100.00

Annual Renewal(s).....\$20.00

Dated this 4th day of May, 2020

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

Application

McKeown explained the application. Martinisko moved, Johnson seconded to approve City of Deadwood Business License Application and Certificate. Roll Call: Aye-All. Motion carried.

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Ordinance

City Attorney Riggins stated after first reading the Governor rescinded Executive Order 2020-12 and replaced with 2020-20. The order adopted a plan to reopen South Dakota, which won't impact the second reading today due to emergency basis, also allows adjustment by Resolution. Mayor Ruth Jr. stated the executive order has some required language, which says "shall" instead of "should", and asked Riggins to explain. Riggins replied Governor has made statements stating municipalities are free to determine however they would like to re-open businesses, the use of the word "shall" to him and other attorneys that have interpreted it says otherwise, in essence the use of the word "shall" says you shall follow the plan to reopen South Dakota, and in his opinion it doesn't give the city a lot of discretion other than to adopt this plan and allow businesses to reopen. Commissioner Martinisko asked if ordinance allows the city to revisit if needed. Riggins replied yes, ordinance allows city to vary its term by resolution. He stated for example if Governor came out with new executive order with community spread in Lawrence County, City can take immediate action by resolution. Mayor Ruth asked if city has to wait for Governor to make that declaration because of executive order. Riggins replied city would be in the same position as earlier when issued shut down, but makes it tricky with the word "shall." Commissioner Todd asked Riggins, his opinion if that was the Governors intention to open or did she misspeak when she said shall versus should. Riggins stated an attorney has spoken with Governors attorney and they maintain language is suggesting how to reopen but use of the word "shall" is there and prior executive orders did not say shall. Todd moved, Martinisko seconded to approve second reading of Ordinance 1312, Emergency Ordinance to address a public health crisis by implementing certain measures which have deemed necessary to slow the community spread of Coronavirus (COVID-19). Mayor Ruth Jr. stated all of us have received a lot of calls with concerns, some people with misgivings, nervous about the date and speed at which we are reopening Deadwood. He stated the legal ramifications of not following the executive order of the Governor is really steep, and for that reason he is reluctantly supporting the opening on this date. City will make every effort through resolution and guidelines to make ensure that city is setting forward proper steps and placing the right foundation so that everything can be safe. Commissioner Martinisko stated at the beginning, city and staff looked at how to protect citizens, employers, employees and the town. We did that without the assistance of leaders at the state level. She stated city was on the path of reopening at a pace the city felt comfortable following but now city is being told what to do. She also stated city knows what is best for the people and also know what has to be done when told we shall. Commissioner Struble agrees with Mayor Ruth Jr. and Martinisko. Struble strongly believe the number one priority should be the health and wellbeing of employees and citizens and cannot support at this time. Roll Call: Aye-Johnson, Martinisko, Ruth, Todd. Nay-Struble. Motion carried.

Ordinance

Riggins stated this ordinance allows city to enforce any violations of an executive order coming forward. He also stated this is an emergency nuisance ordinance which will be in effect along as the pandemic is here. Martinisko moved, Johnson seconded to approve second reading of Ordinance 1313, Ordinance Amending Chapter 8.16 of the City of Deadwood Municipal Code Addressing Nuisances. Roll Call: Aye-All. Motion carried.

Resolution

Riggins stated resolution adopts guidelines and plan for reopening business set forth by the Governor in executive order 2020-20 and would allow businesses to reopen on Thursday, May 7. Commissioner Martinisko respects employers, and they will do what is right for staff as well as customers. Johnson moved, Todd seconded to approve Resolution 2020-17, Emergency Resolution to address the re-opening of Deadwood businesses closed due to the public health crisis caused by Coronavirus (COVID-19). Commissioner Struble believes it is too soon to reopen and cannot support. Roll Call: Aye-Johnson, Ruth, Martinisko. Nay- Struble, Todd. Motion carried.

Resolution 2020-17

AN EMERGENCY RESOLUTION TO ADDRESS THE RE-OPENING OF DEADWOOD BUSINESSES CLOSED DUE TO THE PUBLIC HEALTH CRISIS CAUSED BY THE CORONAVIRUS (COVID-19)

WHEREAS, the City of Deadwood has the authority pursuant Deadwood Municipal Ordinance 1312 to further define or administer Ordinance 1312 through the passage of a properly enacted resolution or resolutions as deemed necessary; and

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WHEREAS, Ordinance 1312 allows casino owners to submit a plan of compliance to the Deadwood City Commission to operate table games in conformance with Executive Order 2020-12 and the CDC's COVID-19 guidelines; and

WHEREAS, the City of Deadwood has received a plan of compliance, attached hereto, from the Deadwood Gaming Association ("DGA"); and

WHEREAS, on April 28, 2020 South Dakota Governor Kristi Noem, issued Executive Order 2020-20 repealing Executive Order 2020-12 which adopted South Dakota's Back to Normal Plan; and

WHEREAS, following the issuance of Executive Order 2020-20 the City of Deadwood believes it necessary to adopt the requirements of Executive Order 2020-20 which adopted South Dakota's Back to Normal Plan; and

WHEREAS, The City of Deadwood believes it is in the best interest of the Citizens of Deadwood for businesses to develop plans to resume operations in a manner that allows for "reasonable physical distancing, good hygiene, and appropriate sanitation" as directed by the South Dakota Back to Normal Plan; and

WHEREAS, the City of Deadwood will permit all businesses to open in accordance with the criteria set forth in the South Dakota Back to Normal Plan on May 7, 2020 which will allow businesses the time to resume operations in a manner that allows for "reasonable physical distancing, good hygiene, and appropriate sanitation."

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

1. Effective May 7, 2020 all businesses in the City of Deadwood may begin operations in accordance with Executive Order 2020-20 and the terms of South Dakota's Back to Normal Plan which it incorporates
2. The plan of compliance presented by the Deadwood Gaming Association ("DGA") is hereby adopted and casinos within Deadwood may operate table games in accordance with its terms.

BE IT FURTHER ORDAINED, that, pursuant to SDCL 9-32-1 and 9-29-1, this resolution is necessary for the immediate preservation of the public peace, health, safety, and welfare of the City and Deadwood shall become effective immediately upon passage.

Dated this 4th day of May, 2020

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

Mayor Ruth Jr. read a statement. He said as many of you are aware, last week Governor unveiled her "re-open South Dakota" plan and with it issued a new Executive Order. This Executive Order has drastically limited out ability to mandate closures. The reopening of Deadwood does not require that all businesses open, it does specify the conditions under which; they may choose to do so. Our entire community, both business and residential, has a responsibility to ensure that we all are doing our part to keep Deadwood safe. Safe for our visitors, safe for our workforce, and safe for our residents. So I ask you all to follow the CDC guidelines so that we can keep each other healthy through these uncertain times. He thanked everyone for their time and to check with Chamber of Commerce to see what businesses are planning to do. He asks that every business that does open, not to open until they are prepared to follow all guidelines that have passed including; social distancing, requirements of PPE, masks if six feet is impossible to maintain, and things to that nature. He thanked Commissioners for their vote and is confident that together, we all do our part and we will get through this.

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Guidelines

Commissioner Martinisko commended Safety Officer Kruzel, and hopes everyone implements, maintains and follows these guidelines. Martinisko moved, Todd seconded to approve City of Deadwood Guidelines for re-opening of Deadwood businesses. Roll Call: Aye-All. Motion carried.

Permission

Historic Preservation Officer Kuchenbecker explained the movement of the hillside and retaining wall, and is asking for declaration of emergency to begin work immediately. Discussion was held concerning contractor, and location. Todd moved, Martinisko seconded to declare an emergency under SDCL 5-18A-9 for work to be done on City property and adjacent property due to movement of both the hillside and retaining wall behind the residence at 30 Adams Street, which is a threat to public safety and property. Roll Call: Aye-All. Motion carried.

Contract

Public Works Director Nelson Jr. explained this service is all the engineering, design service, geotechnical cost that are reimbursable from FEMA, related to damage from July 4, 2019 storm. Martinisko moved, Struble seconded to enter into contract with Albertson Engineering and assembled professionals in the amount of \$302,367.10 for design services associated with July 4, 2019 flood damage with portions to be reimbursed through FEMA as part of the disaster declaration DR-4467 Project #123113. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Mayor Ruth Jr. read an email from resident, Joe Schmitz regarding speed of vehicles traveling on Stage Run Road, and will pass along to Chief of Police.

Bobby Rock thanked Chief Mertens for police escort for Friday Night Cruise.

Tom Koth, Madame Peacocks, stated on March 25, Commission passed Resolution 2020-10, after reading through it to see how it would pertain and affect his business. Koth reached out to Attorney Riggins for legal opinion on requiring business to close or stay open. He stated Riggins said he would look into it and return his call but no return call was received. Koth reopened business on May 1, which ended up having a Police Officer shut us down. He stated the police officer was not following CDC guidelines. He asked Attorney Riggins why no return call. Mayor Ruth stated in regards to specific questions and answers, he asked Tom to provide them and he will get the answers. Ruth Jr. also stated the purpose of the meeting in to not place any one individual in the "hot seat." Attorney Riggins replied he was dealing with numerous calls from numerous businesses, and spoke with the police department regarding your business and was told the business was not reopening. Koth asked if his business was authorized to be open under Resolution 2020-10. Riggins replied no, he is the same as other business owners. Koth asked what category under Resolution 2020-10 does it state that his business could not be open. Riggins replied your business is retail, same as other retain that could not be open.

Julie Koth, Madame Peacocks, stated no place in the Resolution does it state "clothing store or gift shop." She also stated there is several ordinances no being enforced throughout town.

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

ADJOURNMENT

Martinisko moved, Struble seconded to adjourn the regular session at 5:47 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) and personnel matters per SDCL 1-25-2 (1) with possible action. The next regular meeting will be on Monday, May 18, 2020.

After coming out of executive session at 6:04 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: 05032 COMBINED - 5/19/20

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-050420 | 101-3000-202 | LIQUOR LICENS BEV LICENSE - MIDNIGHT STAR | 000000 | 150.00 |
| | | I-051420 | 101-3000-202 | LIQUOR LICENS MALT BEV.LIC. RENWLS/2020-2021 | 000000 | 6,750.00 |
| 01-3309 | THE LORD'S CUPBOARD | | | | | |
| | | I- 051120 | 101-3000-699 | MISC REVENUE RECYCLING PROCEEDS | 000000 | 30.14 |
| | | | | DEPARTMENT | NON-DEPARTMENTAL | TOTAL: 6,930.14 |
| 01-0418 | BLACK HILLS PIONEER | | | | | |
| | | I-590 - 2020 | 101-4111-423 | PUBLISHING MINUTES - 3/16/20 | 000000 | 243.01 |
| | | I-606 - 2020 | 101-4111-423 | PUBLISHING MINUTES - SPECIAL MTG.-3/25/20 | 000000 | 114.11 |
| | | I-611 - 2020 | 101-4111-423 | PUBLISHING MINUTES - SPECIAL MTG. 3-30-20 | 000000 | 41.58 |
| | | I-622 - 2020 | 101-4111-423 | PUBLISHING NOH - SUMMER CONCERT SERIES | 000000 | 15.25 |
| | | I-623 - 2020 | 101-4111-423 | PUBLISHING NOH - WILD BILL DAYS | 000000 | 30.95 |
| | | I-624 - 2020 | 101-4111-423 | PUBLISHING NOH - MOTORCYCLE PARKING | 000000 | 13.86 |
| | | I-625 - 2020 | 101-4111-423 | PUBLISHING NOH - LEGENDS RIDE | 000000 | 13.40 |
| | | I-626 - 2020 | 101-4111-423 | PUBLISHING NOH - TEMP.BEV.LICENSE-DAYS'76 | 000000 | 22.64 |
| | | I-655 - 2020 | 101-4111-423 | PUBLISHING SEALED BIDS-SURPLUS ITEMS | 000000 | 16.63 |
| | | I-696 - 2020 | 101-4111-423 | PUBLISHING MINUTES - 4/6/20 | 000000 | 219.91 |
| | | I-700 - 2020 | 101-4111-423 | PUBLISHING MINUTES - 4/20/20 | 000000 | 234.70 |
| 01-4625 | FIB CREDIT CARDS | | | | | |
| | | I-04/30/20 CC FINANC | 101-4111-426 | SUPPLIES MEETING SUPPLIES - COMM. | 000000 | 10.99 |
| | | I-04/30/20 CC FINANC | 101-4111-426 | SUPPLIES MEETING SUPPLIES - COMM. | 000000 | 12.99 |
| | | I-04/30/20 CC PUB BL | 101-4111-426 | SUPPLIES FABRIC FOR MASKS | 000000 | 54.95 |
| | | I-04/30/20 CC PUB BL | 101-4111-426 | SUPPLIES FABRIC FOR MASKS | 000000 | 37.50 |
| | | I-04/30/20 CC PUB BL | 101-4111-426 | SUPPLIES FABRIC FOR MASKS | 000000 | 55.05 |
| | | I-04/30/20 CC PUB BL | 101-4111-426 | SUPPLIES FABRIC FOR MASKS | 000000 | 44.75 |
| | | I-04/30/20 CC PUB BL | 101-4111-426 | SUPPLIES FABRIC FOR MASKS | 000000 | 26.98 |
| | | I-04/30/20 CC PUB BL | 101-4111-426 | SUPPLIES FABRIC FOR MASKS | 000000 | 36.98 |
| | | I-04/30/20 CC PUB BL | 101-4111-426 | SUPPLIES FABRIC FOR MASKS REFUND | 000000 | 54.95- |
| | | I-04/30/20 CC PUB WK | 101-4111-426 | SUPPLIES (5) THERMOMETERS/SAFETY | 000000 | 356.67 |
| | | | | DEPARTMENT 111 | COMMISSION | TOTAL: 1,547.95 |
| 01-0510 | GOLDEN WEST TECHNOLOGIE | | | | | |
| | | C-60652 | 101-4142-422 | PROFESSIONAL REFUND-COMPUTER ISSUES-FINANC | 000000 | 53.13- |
| | | C-C-60650-A | 101-4142-422 | PROFESSIONAL REFUND COMPUTER ISSUE-FINANCE | 000000 | 53.13- |
| | | I-366620 | 101-4142-422 | PROFESSIONAL COMPUTER ISSUE - FINANCE | 000000 | 53.13 |
| | | I-367632 | 101-4142-422 | PROFESSIONAL COMPUTER ISSUES - FINANCE | 000000 | 53.13 |
| 01-1725 | QUILL CORPORATION | | | | | |
| | | I-6588468 | 101-4142-426 | SUPPLIES TONER CART.'S,COPY PAPER-FIN. | 000000 | 1,242.93 |
| 01-2394 | GUNDERSON, PALMER, NELS | | | | | |
| | | I-100464 | 101-4142-422 | PROFESSIONAL LEGAL SERVICES | 000000 | 6,893.55 |

PACKET: 05032 COMBINED - 5/19/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 142 FINANCE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|--------------------|----------------------|------------------|------------------------|--------------------------------|-----------------|
| 01-4625 | FIB CREDIT CARDS | | | | | |
| | | I-04/30/20 CC FINANC | 101-4142-426 | SUPPLIES | CALCULATOR RIBBONS - FINANCE | 000000 9.25 |
| | | I-04/30/20 CC FINANC | 101-4142-426 | SUPPLIES | BROWN 9x12 ENVELOPES - FINANCE | 000000 16.99 |
| | | | | | | |
| | | | | DEPARTMENT 142 FINANCE | TOTAL: | 8,162.72 |
| 01-0429 | BLACK HILLS ENERGY | | | | | |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | WELCOME SIGN UPPER MAIN | 000000 18.43 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | WELCOME SIGN BOULDER CANYON | 000000 18.22 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | WELCOME SIGN JCT HWY 385 & CLI | 000000 16.72 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | 1 MILLER STREET | 000000 20.87 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | 17 RAYMOND ST LIGHTS | 000000 19.03 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | WELCOME SIGN DEADWOOD HILL | 000000 25.33 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | SAMPSON STREET PUMP | 000000 19.00 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | PRESSURE REG STATION | 000000 197.58 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | GAYVILLE PUMP | 000000 15.00 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | 1 MCKINLEY ST TRAFFIC LIGHTS | 000000 56.23 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | WELL HOUSE OAKRIDGE CEMETERY | 000000 172.04 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | 565 MAIN STREET LIGHTS | 000000 25.33 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | 135 SHERMAN STREET LIGHTS | 000000 54.27 |
| | | I-POWER 04/29/20 | 101-4192-428-13 | UTILITIES - R | 105 SHERMAN ST REC CENTER | 000000 4,866.61 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | 398 WILLIAMS STREET LIGHTS | 000000 29.92 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | 51 1/2 DUNLOP AVE LIGHTS | 000000 19.82 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | 610 BROADWAY STREET | 000000 112.85 |
| | | I-POWER 04/29/20 | 101-4192-428-07 | UTILITIES - F | FIRE HALL | 000000 667.13 |
| | | I-POWER 04/29/20 | 101-4192-428-07 | UTILITIES - F | 737 MAIN STREET FIRE HALL | 000000 10.09 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | SHERMAN-PINE ST TRAFFIC SIGNAL | 000000 35.18 |
| | | I-POWER 04/29/20 | 101-4192-428-19 | UTILITIES - G | 418 CLIFF STREET GATEWAY | 000000 117.34 |
| | | I-POWER 04/29/20 | 101-4192-428-03 | UTILITIES - B | BALLFIELD 15 CRESCENT ST | 000000 59.15 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | CORNER TRAFFIC SIGNAL LIGHTS | 000000 127.96 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | SPEED SIGN 101 CHARLES STREET | 000000 17.30 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | PUMP 119 DENVER AVENUE | 000000 783.40 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | TRAFFIC LIGHTS 4 LANE | 000000 56.68 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | 509 WILLIAMS STREET LIGHTS | 000000 23.16 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | TIMMS LANE POLE BUILDING | 000000 47.26 |
| | | I-POWER 04/29/20 | 101-4192-428-10 | UTILITIES - L | DEADWOOD LIBRARY | 000000 340.27 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | 105 1/2 SHERMAN ST TRAFFIC LTS | 000000 71.86 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | 102 WATER TANK LANE | 000000 15.00 |
| | | I-POWER 04/29/20 | 101-4192-428-15 | UTILITIES - T | TROLLEY BARN | 000000 198.77 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | 7 1/2 PECK STREET LIGHTS | 000000 32.92 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | WILD BILL STATUE LIGHT | 000000 15.00 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | 135 WILLIAMS STREET LIGHTS | 000000 26.72 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | 34 LINCOLN AVENUE LIGHTS | 000000 33.02 |
| | | I-POWER 04/29/20 | 101-4192-428-06 | UTILITIES - D | RODEO GROUNDS ARENA | 000000 28.79 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | 368 WILLIAMS STREET LIGHTS | 000000 24.41 |
| | | I-POWER 04/29/20 | 101-4192-428-09 | UTILITIES - H | THORPE BLDG 150 SHERMAN ST | 000000 656.82 |
| | | I-POWER 04/29/20 | 101-4192-428 | UTILITIES | 65 SHERMAN STREET | 000000 1,384.40 |
| | | I-POWER 04/29/20 | 101-4192-428-01 | UTILITIES - A | ADAMS HOUSE INFO CENTER | 000000 73.68 |

PACKET: 05032 COMBINED - 5/19/20

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 |
|---------|--------------------|-----------|------------------|--|--------|----------|
| 01-0429 | BLACK HILLS ENERGY | continued | | | | |
| | I-POWER | 04/29/20 | 101-4192-428-07 | UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL | 000000 | 17.76 |
| | I-POWER | 04/29/20 | 101-4192-428-03 | UTILITIES - B CONSESSION STAND 16 CRESCENT | 000000 | 213.00 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES PRV 180 CLIFF STREET | 000000 | 133.50 |
| | I-POWER | 04/29/20 | 101-4192-428-17 | UTILITIES - D DAYS OF '76 MUSEUM 40 CRESCENT | 000000 | 2,918.21 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES 20 WABASH STREET LIGHTS | 000000 | 25.33 |
| | I-POWER | 04/29/20 | 101-4192-428-04 | UTILITIES - C 108 SHERMAN STREET CITY HALL | 000000 | 2,200.57 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES 22 DUDLEY STREET LIGHTS | 000000 | 27.28 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES 9 CEMETERY STREET LIGHTS | 000000 | 17.98 |
| | I-POWER | 04/29/20 | 101-4192-428-02 | UTILITIES - A ADAMS MUSEUM | 000000 | 484.83 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES METHODIST MEMORIAL PARK | 000000 | 26.48 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES CUTTING MINE DEADWOOD GULCH | 000000 | 44.26 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES 101 MICKELSON TRAIL | 000000 | 463.18 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES PUMPHOUSE 34 MT MORIAH DRIVE | 000000 | 15.00 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES TICKET BOOTH/BATHROOM | 000000 | 22.69 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES 301 CLIFF STREET | 000000 | 1,097.06 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES PRV STATION 4 DAKOTA STREET | 000000 | 262.37 |
| | I-POWER | 04/29/20 | 101-4192-428-01 | UTILITIES - A ADAMS HOUSE | 000000 | 328.94 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES 178 SHERMAN STREET LIGHTS | 000000 | 67.02 |
| | I-POWER | 04/29/20 | 101-4192-428-21 | UTILITIES - W 501 MAIN STREET WELCOME CENTER | 000000 | 961.36 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES 46 FREMONT STREET LIGHTS | 000000 | 40.61 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES 22 WASHINGTON STREET LIGHTS | 000000 | 58.06 |
| | I-POWER | 04/29/20 | 101-4192-428-08 | UTILITIES - H INTERPRETIVE CENTER | 000000 | 316.64 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES 4 MT MORIAH ROAD LIGHTS | 000000 | 30.62 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES MT MORIAH VISITORS CENTER | 000000 | 323.99 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES 5 SIEVER STREET | 000000 | 567.61 |
| | I-POWER | 04/29/20 | 101-4192-428-11 | UTILITIES - P PARK SHOP 15 CRESCENT STREET | 000000 | 308.23 |
| | I-POWER | 04/29/20 | 101-4192-428-06 | UTILITIES - D 15 CRESCENT STREET RODEO | 000000 | 957.51 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES 7 1/2 SAMPSON STREET LIGHTS | 000000 | 36.26 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES 62 FOREST AVENUE LIGHTS | 000000 | 31.42 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES REDWOOD TANK | 000000 | 161.95 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES PUMP 50 PLEASANT STREET | 000000 | 39.42 |
| | I-POWER | 04/29/20 | 101-4192-428-12 | UTILITIES - P DEADWOOD PAVILION | 000000 | 112.08 |
| | I-POWER | 04/29/20 | 101-4192-428-12 | UTILITIES - P 767 MAIN STREET | 000000 | 20.19 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES TRAFFIC SIGNALS & PRK LOT BLDG | 000000 | 88.20 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES WATER HEAT TAPE | 000000 | 34.88 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES PRESSURE REDUCTION STATION | 000000 | 280.40 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES FLAG 2 MOUNT MARIAH DRIVE | 000000 | 40.49 |
| | I-POWER | 04/29/20 | 101-4192-428-14 | UTILITIES - S CITY SHOP 62 DUNLOP AVENUE | 000000 | 657.10 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST | 000000 | 15.34 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES 8 DAKOTA STREET LIGHTS | 000000 | 20.51 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES 2 BURNHAM AVE LIGHTS | 000000 | 57.85 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES 49 SHERMAN STREET LIGHTS | 000000 | 152.05 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES 17 PLEASANT STREET LIGHTS | 000000 | 25.22 |
| | I-POWER | 04/29/20 | 101-4192-428-24 | UTILITIES - O 703 MAIN STREET | 000000 | 794.18 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES 500 1/2 MAIN STREET | 000000 | 24.83 |
| | I-POWER | 04/29/20 | 101-4192-428 | UTILITIES 0 US HWY 14A TRAFFIC SIGNAL | 000000 | 27.32 |

01-0436 BLACK HILLS WINDOW CLEA

PACKET: 05032 COMBINED - 5/19/20
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|----------------------|------------------|--|--------|----------|
| 01-0436 | BLACK HILLS WINDOW CLEA | continued | | | | |
| | | I-86589 | 101-4192-422-08 | PROFESSIONAL- APRIL 16 WINDOW CLEAN HISTORY | 000000 | 111.00 |
| | | I-86589 | 101-4192-422-10 | PROFESSIONAL APRIL 16 WINDOW CLEAN LIBRARY | 000000 | 400.00 |
| | | I-86589 | 101-4192-422-21 | PROFESSIONAL APRIL 16 WINDOW CLEAN WELCOME | 000000 | 848.00 |
| 01-0551 | MENARD'S | | | | | |
| | | I-59073 | 101-4192-425-13 | REPAIRS - REC TILE SAW-BLADE-FLOAT-TROWEL/RE | 000000 | 429.58 |
| | | I-59510 | 101-4192-425-08 | REPAIRS - HIS PLANKING-WAINS-QTR RND/HISTORY | 000000 | 636.21 |
| | | I-59515 | 101-4192-425-04 | REPAIRS - CIT SPKR WIRE-BAN PLUG-STEEL/CITY | 000000 | 185.88 |
| 01-0782 | JACOBS PRECISION WELDIN | | | | | |
| | | I-26875 | 101-4192-425-04 | REPAIRS - CIT CUT CHUTE-FAB MOUNT PLATE/CITY | 000000 | 67.29 |
| 01-1396 | LOWE ROOFING, INC. | | | | | |
| | | I-15365 | 101-4192-425-17 | REPAIRS-DAYS BASE CONTRACT/DAYS OF 76 MUSEU | 000000 | 7,485.00 |
| 01-1483 | KNECHT HOME CENTER | | | | | |
| | | I-4539935 | 101-4192-425-08 | REPAIRS - HIS 2X6X8 TREATED CEDARTONE/HISTOR | 000000 | 33.32 |
| | | I-4675967 | 101-4192-425-08 | REPAIRS - HIS TENSION ROD-ROUTER PLUNGER/AM | 000000 | 233.44 |
| 01-1502 | BLACK HILLS CHEMICAL | | | | | |
| | | I-172571C | 101-4192-426 | SUPPLIES TEXTURED GLOVE-BLEACH/PUB BLDG | 000000 | 19.46 |
| | | I-174908A | 101-4192-426 | SUPPLIES NITRILE-SYNTH GLOVES VARIOUS/P | 000000 | 190.50 |
| | | I-174908B | 101-4192-426 | SUPPLIES NITRILE GLOVE-SYNTH GLOVE/PB | 000000 | 120.65 |
| | | I-175690 | 101-4192-426 | SUPPLIES BLEACH-STERIPHENE-DIS SPRY/PB | 000000 | 39.48 |
| | | I-175690A | 101-4192-426 | SUPPLIES DIS SPRAY-STERIPHENE/PUB BLDG | 000000 | 18.69 |
| | | I-176101 | 101-4192-426 | SUPPLIES BLEACH-TP-GL CLNR-TWL-BAGS/PB | 000000 | 891.85 |
| | | I-176109 | 101-4192-426 | SUPPLIES SPR BREEZE STERIPHENE/PUB BL | 000000 | 74.76 |
| 01-1653 | STURDEVANT'S AUTO PARTS | | | | | |
| | | I-32-781222 | 101-4192-425-01 | REPAIRS - ADA J-B KWIK PRO SIZE-ULT BL/AD HO | 000000 | 26.99 |
| 01-3151 | KONE INC. | | | | | |
| | | I-959542285 | 101-4192-422-17 | PROFESSIONAL- APRIL ELEVATOR MAINT/DAYS MUS | 000000 | 166.54 |
| 01-3977 | ACE HARDWARE OF LEAD | | | | | |
| | | I-016485 | 101-4192-425-02 | REPAIRS - ADA SKETWRENCH-4500W/AD MUSEUM | 000000 | 39.97 |
| | | I-016493 | 101-4192-425-08 | REPAIRS - HIS (4) PAINTERS TAPE/HISTORY | 000000 | 35.96 |
| 01-4625 | FIB CREDIT CARDS | | | | | |
| | | I-04/30/20 CC PUB BL | 101-4192-425-04 | REPAIRS - CIT CSI SPKR VOLUME CONTROL/CITY | 000000 | 73.00 |
| | | I-04/30/20 CC PUB BL | 101-4192-425-04 | REPAIRS - CIT (4) CSI-SPECO DVC-25-70 25W/CI | 000000 | 32.25 |
| | | I-04/30/20 CC PUB BL | 101-4192-425-13 | REPAIRS - REC SWIVEL TV WALL MOUNT/REC CENTE | 000000 | 21.33 |
| | | I-04/30/20 CC PUB BL | 101-4192-425-04 | REPAIRS - CIT SWIVEL TV WALL MOUNT/REC CENTE | 000000 | 169.95 |
| | | I-04/30/20 CC PUB BL | 101-4192-425-13 | REPAIRS - REC GARAGE ORGANIZATION KIT/REC | 000000 | 119.97 |
| | | I-04/30/20 CC PUB BL | 101-4192-425-13 | REPAIRS - REC CORK STRIP-FRAME/REC CENTER | 000000 | 167.21 |
| | | I-04/30/20 CC PUB BL | 101-4192-425-21 | REPAIRS - WEL SALES TAX CREDIT/WELCOME CENTE | 000000 | 3.93- |
| | | I-04/30/20 CC PUB BL | 101-4192-425-21 | REPAIRS - WEL LED LIGHTS HOLDERS/WELCOME | 000000 | 64.38 |
| | | I-04/30/20 CC PUB BL | 101-4192-425-13 | REPAIRS - REC GARAGE ORGANIZATION KIT/REC | 000000 | 119.97- |

PAGE: 5

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|----------------------|------------------|--|--------|-----------|
| ===== | | | | | | |
| 01-4625 | FIB CREDIT CARDS | continued | | | | |
| | | I-04/30/20 CC PUB BL | 101-4192-425-21 | REPAIRS - WEL (30) LUMILEDS WARM WHITE/WELCO | 000000 | 115.44 |
| | | I-04/30/20 CC PUB BL | 101-4192-425-13 | REPAIRS - REC TV WALL MOUNT RETURN | 000000 | 21.33- |
| | | I-04/30/20 CC PUB BL | 101-4192-425-10 | REPAIRS - LIB TRANE MOTOR 1/4 HP 1075/LIBRAR | 000000 | 127.16 |
| | | I-04/30/20 CC PUB WK | 101-4192-425-13 | REPAIRS - REC RAIL-U HOOKS-HANGERS/REC | 000000 | 215.56 |
| | | | | DEPARTMENT 192 PUBLIC BUILDINGS | TOTAL: | 38,098.93 |
| ----- | | | | | | |
| 01-0510 | GOLDEN WEST TECHNOLOGIE | | | | | |
| | | I-366977 | 101-4193-422 | PROFESSIONAL WILDCARD SSL CERTIFICATE | 000000 | 448.80 |
| | | | | DEPARTMENT 193 COMPUTER SERVICE | TOTAL: | 448.80 |
| ----- | | | | | | |
| 01-0467 | CULLIGAN OF THE BLACK H | | | | | |
| | | I-0010798 | 101-4210-424 | RENTALS BOTTLED WATER, CUPS - POLICE | 000000 | 52.50 |
| | | I-0010919 | 101-4210-424 | RENTALS COOLER RENT/MAY - POLICE | 000000 | 15.00 |
| 01-0508 | GALLS, LLC | | | | | |
| | | I-015577730 | 101-4210-426 | SUPPLIES UNIFORM NAMEPLATES - POLICE | 000000 | 33.70 |
| 01-0510 | GOLDEN WEST TECHNOLOGIE | | | | | |
| | | C-60650 | 101-4210-422 | PROFESSIONAL REFUND COMPUTER ISSUE- FINANCE | 000000 | 53.13- |
| | | I-C-60650-CORRECT | 101-4210-422 | PROFESSIONAL CORRECT CODE-CR INV./COMP.ISSU | 000000 | 53.13 |
| 01-0804 | SCOTT PETERSON MOTORS | | | | | |
| | | I-13534 | 101-4210-425 | REPAIRS CK ENGINE PERFORMANCE/TOW-PD | 000000 | 300.00 |
| 01-1653 | STURDEVANT'S AUTO PARTS | | | | | |
| | | I-32-782105 | 101-4210-426 | SUPPLIES 6- SYN5W20 - POLICE | 000000 | 45.66 |
| 01-1827 | MS MAIL & MARKETING | | | | | |
| | | I-11444 | 101-4210-426 | SUPPLIES BIZ CARDS/RODRIGUEZ - POLICE | 000000 | 25.00 |
| 01-3346 | REGIONAL HEALTH | | | | | |
| | | I-700000832042020 | 101-4210-422 | PROFESSIONAL TESTING | 000000 | 174.00 |
| 01-4299 | BALCO UNIFORM CO, INC | | | | | |
| | | I-57897 | 101-4210-426 | SUPPLIES UNIFORM PANTS & SHIRTS- POLICE | 000000 | 523.75 |
| 01-4317 | VIGILANT BUSINESS SOLUT | | | | | |
| | | I-20507 | 101-4210-422 | PROFESSIONAL SCREENING | 000000 | 146.00 |
| 01-4625 | FIB CREDIT CARDS | | | | | |
| | | C-04/30/20CCD PD | 101-4210-422 | PROFESSIONAL REFUND-POLICE CHIEFS' CONF.REG | 000000 | 170.00- |
| 01-4681 | PREMIER POLICE TRAINING | | | | | |
| | | I-2040 | 101-4210-426 | SUPPLIES SRCH/SEIZ POCKET GUIDE-POLICE | 000000 | 168.00 |
| | | | | DEPARTMENT 210 POLICE | TOTAL: | 1,313.61 |

PACKET: 05032 COMBINED - 5/19/20

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|--|-------------------------|----------------|------------------|---|--------|-----------------|
| 01-0547 | M&M SANITATION | | | | | |
| | | I-43102 | 101-4221-422 | PROFESSIONAL MONTHLY TOILET RENTAL/FIREWISE | 000000 | 120.00 |
| 01-0782 | JACOBS PRECISION WELDIN | | | | | |
| | | I-26842 | 101-4221-425 | REPAIRS REPAIR RUNNING BRDS/FIRE TRK | 000000 | 534.04 |
| 01-1587 | PRESSURE SERVICES, INC. | | | | | |
| | | I-118097 | 101-4221-425 | REPAIRS RPLCD SOAP INJECTOR/LINES-FIRE | 000000 | 132.41 |
| 01-1653 | STURDEVANT'S AUTO PARTS | | | | | |
| | | I-32-780863 | 101-4221-426 | SUPPLIES MINIATURE INCANDES.- FIRE DEPT | 000000 | 48.10 |
| | | I-32-780982 | 101-4221-426 | SUPPLIES WASH FLUID - FIRE DEPT | 000000 | 23.94 |
| | | I-32-781551 | 101-4221-425 | REPAIRS FUSE(AUTO) - FIRE DEPT | 000000 | 8.90 |
| | | I-32-781614 | 101-4221-425 | REPAIRS ARMORED LIGHT,HOSE - FIRE DPT | 000000 | 24.72 |
| 01-2594 | DEADWOOD FIRE DEPARTMEN | | | | | |
| | | I-05-12-20 | 101-4221-426 | SUPPLIES REIMBS.-CHEVRON ROLLS/FIRE DPT | 000000 | 287.00 |
| | | I-051220 | 101-4221-426 | SUPPLIES REIMBS.-MAG.GLOVES - FIRE DEPT | 000000 | 199.02 |
| 01-3056 | NORTHERN HILLS TECHNOLO | | | | | |
| | | I-9664496 | 101-4221-422 | PROFESSIONAL PROG.ISSUE,ONLINE BKUP - FIRE | 000000 | 71.50 |
| 01-4682 | ROBITAILLE, PAUL | | | | | |
| | | I-1147573 | 101-4221-425 | REPAIRS REIMBS/AIR CONTROL VALVE -FIRE | 000000 | 202.19 |
| DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR | | | | | | TOTAL: 1,651.82 |
| 01-0467 | CULLIGAN OF THE BLACK H | | | | | |
| | | I-0010751 | 101-4310-426 | SUPPLIES (2) BOTTLED WATER/STREETS | 000000 | 13.50 |
| | | I-0010838 | 101-4310-426 | SUPPLIES (1) BOTTLED WATER/STREETS | 000000 | 6.75 |
| 01-0561 | SD ONE CALL | | | | | |
| | | I-SD20-0950 | 101-4310-422 | PROFESSIONAL LOCATE FAX-MSGs/STREETS | 000000 | 19.04 |
| 01-0782 | JACOBS PRECISION WELDIN | | | | | |
| | | I-26868 | 101-4310-425 | REPAIRS (2) PLASMA CUT TREE GRATES/STR | 000000 | 2,278.18 |
| 01-1322 | PETE LIEN & SONS, INC. | | | | | |
| | | I-20POS/038059 | 101-4310-425 | REPAIRS 4K EXT RES FLY-SHT FIBERS/STRT | 000000 | 150.50 |
| 01-1543 | ZEP SALES & SERVICE | | | | | |
| | | I-9005140087 | 101-4310-426 | SUPPLIES (2) DOZ A07325 ZEP 40014401/ST | 000000 | 164.25 |
| 01-1653 | STURDEVANT'S AUTO PARTS | | | | | |
| | | I-32-780643 | 101-4310-426 | SUPPLIES CLING WIPES-PROTECTANT/STRTS | 000000 | 30.15 |
| | | I-32-780815 | 101-4310-426 | SUPPLIES ORG NITRILE-BL NITRILE/STREETS | 000000 | 31.31 |
| | | I-32-780891 | 101-4310-426 | SUPPLIES 5 GAL UTILITY DRAIN/STREETS | 000000 | 11.99 |
| | | I-32-780894 | 101-4310-426 | SUPPLIES HZBATTERY ASM-STOR/STREETS | 000000 | 125.03 |

PACKET: 05032 COMBINED - 5/19/20
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 310 STREETS
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|--------------------------|-----------------|------------------|--------------------------------|---------------------------|------------------|
| 01-1653 | STURDEVANT'S AUTO PARTS | continued | | | | |
| | I-32-780909 | 101-4310-426 | SUPPLIES | WIX OIL FILTER-FILTER ASY/STRT | 000000 | 20.76 |
| | I-32-780912 | 101-4310-426 | SUPPLIES | (4) ROTCK4 T6 5W40 GAL/STRTS | 000000 | 131.16 |
| | I-32-781244 | 101-4310-426 | SUPPLIES | REPLACE TROUBLE-HANDLE/STRTS | 000000 | 9.00 |
| | I-32-781339 | 101-4310-426 | SUPPLIES | WIX OIL FILTER-AIR FILTER/STRT | 000000 | 29.37 |
| | I-32-781359 | 101-4310-426 | SUPPLIES | 15 PC DRAIN PLUG/STREETS | 000000 | 38.12 |
| | I-32-781383 | 101-4310-426 | SUPPLIES | 22-16 GA QUICK SPL/STREETS | 000000 | 5.04 |
| | I-32-781438 | 101-4310-426 | SUPPLIES | WIX OIL FILTER-5W40 GAL/STREET | 000000 | 238.22 |
| | I-32-781451 | 101-4310-426 | SUPPLIES | WIX OIL FILTER-SYN5W50/STREETS | 000000 | 34.10 |
| | I-32-781452 | 101-4310-426 | SUPPLIES | (3) FLOOR DRI 24 QT/STREETS | 000000 | 26.97 |
| | I-32-782043 | 101-4310-426 | SUPPLIES | CRIMPING TOOL/STREETS | 000000 | 9.66 |
| 01-1725 | QUILL CORPORATION | | | | | |
| | I-6616869 | 101-4310-426 | SUPPLIES | (2) COPY PAPER/STREETS | 000000 | 52.99 |
| 01-3259 | INTERSTATE ENGINEERING | | | | | |
| | I-40539 | 101-4310-422-01 | TIMM LANE BRI | TIMM LANE STRUC REPL PRO PERS | 000000 | 1,614.50 |
| 01-3722 | BLACK HILLS ASPHALT LLC | | | | | |
| | I-1510 | 101-4310-425 | REPAIRS | 12 PATCHES-POT HOLES/STREETS | 000000 | 5,739.81 |
| 01-3956 | ADAMS SALVAGE RECYCLING | | | | | |
| | I-1863 | 101-4310-426 | SUPPLIES | CAR TIRE NO RIM/STREETS | 000000 | 3.00 |
| 01-4317 | VIGILANT BUSINESS SOLUT | | | | | |
| | I-20507 | 101-4310-422 | PROFESSIONAL | SCREENING | 000000 | 116.00 |
| 01-4487 | DONARSKI LAWN CARE & LAN | | | | | |
| | I-12005 | 101-4310-425 | REPAIRS | TORE UP-WASH-REPLACE BLOCKS/ST | 000000 | 1,175.00 |
| | I-12283 | 101-4310-422 | PROFESSIONAL | TREE TRIM-REMOVAL/STREETS | 000000 | 1,200.00 |
| | I-12284 | 101-4310-425 | REPAIRS | FIX-PACK-RELAY PAVERS/STREETS | 000000 | 750.00 |
| 01-4625 | FIB CREDIT CARDS | | | | | |
| | I-04/30/20 CC PUB WK | 101-4310-422 | PROFESSIONAL | PERMIT TECH TESTING-RHONDA MCG | 000000 | 219.00 |
| 01-4684 | NCL GOVERNMENT CAPITAL | | | | | |
| | I-04/06/20 DUMP TRK | 101-4310-434 | MACHINERY/EQU | PAYMENT MACK DUMP TRUCK/STRTS | 000000 | 32,207.32 |
| | | | | | DEPARTMENT 310 STREETS | TOTAL: 46,450.72 |
| 01-4630 | SANDER SANITATION SERVI | | | | | |
| | I-04/30/20 RES GARB | 101-4320-422 | PROFESSIONAL | APRIL RESIDENTIAL GARBAGE SRVC | 000000 | 11,220.03 |
| | | | | | DEPARTMENT 320 SANITATION | TOTAL: 11,220.03 |
| 01-0467 | CULLIGAN OF THE BLACK H | | | | | |
| | I-0010918 | 101-4520-426 | SUPPLIES | MAY COOLER RENTAL/PARKS | 000000 | 15.00 |

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 8

PACKET: 05032 COMBINED - 5/19/20

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 |
|------------------------------------|-------------------------|--------------|------------------|--|--------|-------------------|
| 01-1653 | STURDEVANT'S AUTO PARTS | | | | | |
| | | C-32-781087 | 101-4520-426 | SUPPLIES HZBATTERY ASM-CORE RETURN/PRKS | 000000 | 18.00- |
| | | I-32-780750 | 101-4520-426 | SUPPLIES PENCIL TIRE GAUGE/PARKS | 000000 | 6.00 |
| | | I-32-780770 | 101-4520-426 | SUPPLIES (6) PURPLE WASHER FLUID/PARKS | 000000 | 23.94 |
| | | I-32-781085 | 101-4520-426 | SUPPLIES HZBATTERY ASM-CORE/PARKS | 000000 | 119.12 |
| | | I-32-781340 | 101-4520-426 | SUPPLIES 22" ICE BLADE-12-10 GA BULL/PR | 000000 | 25.33 |
| | | I-32-781690 | 101-4520-426 | SUPPLIES BALL JOINT-AIR FILTER/PARKS | 000000 | 62.26 |
| 01-1798 | CHAINSAB CENTER/DAKOTA | | | | | |
| | | I-1378001 | 101-4520-426 | SUPPLIES AIR FILTERS VARIOUS/PARKS | 000000 | 74.86 |
| 01-3785 | TALLGRASS LANDSCAPE ARC | | | | | |
| | | I-2020-043 | 101-4520-433-05 | CIP WHITEWOOD WHITEWD CR REST PH 5 CON ADMIN | 000000 | 1,100.00 |
| 01-4317 | VIGILANT BUSINESS SOLUT | | | | | |
| | | I-20507 | 101-4520-422 | PROFESSIONAL SCREENING | 000000 | 58.00 |
| 01-4487 | DONARSKI LAWNCARE & LAN | | | | | |
| | | I-12286 | 101-4520-422 | PROFESSIONAL LAWN AERATION-BASEBALL FIELD/P | 000000 | 238.37 |
| 01-4592 | BUTTE COUNTY EQUIPMENT | | | | | |
| | | I-IB08260 | 101-4520-425 | REPAIRS KUB ADAPTOR PLU K/PARKS | 000000 | 314.26 |
| 01-4685 | BLACK HILLS HYDROSEEDIN | | | | | |
| | | I-1026 | 101-4520-422 | PROFESSIONAL HYDROSEEDING EMBANKMENT/PRKS | 000000 | 2,500.00 |
| DEPARTMENT 520 PARKS | | | | | | TOTAL: 4,519.14 |
| 01-0418 | BLACK HILLS PIONEER | | | | | |
| | | I-631 - 2020 | 101-4640-423 | PUBLISHING BID NOTICE-STAGE RUN APTS.PROJ | 000000 | 64.87 |
| DEPARTMENT 640 PLANNING AND ZONING | | | | | | TOTAL: 64.87 |
| FUND 101 GENERAL FUND | | | | | | TOTAL: 120,408.73 |

PACKET: 05032 COMBINED - 5/19/20

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|----------------------|------------------|---|--------|--------|
| 01-0467 | CULLIGAN OF THE BLACK H | | | | | |
| | | I-0009720 | 206-4550-426 | SUPPLIES BOTTLED WATER - LIBRARY | 000000 | 6.00 |
| | | I-0010257 | 206-4550-426 | SUPPLIES BOTTLED WATER - LIBRARY | 000000 | 6.25 |
| 01-4625 | FIB CREDIT CARDS | | | | | |
| | | I-04/30/20 CC FINANC | 206-4550-426 | SUPPLIES SORTKWIK, FILE FOLDERS-LIBRARY | 000000 | 25.30 |
| | | I-043020HP | 206-4550-426 | SUPPLIES TABLET COVER - LIBRARIAN | 000000 | 12.90 |
| | | | DEPARTMENT 550 | LIBRARY | TOTAL: | 50.45 |
| | | | FUND | 206 LIBRARY FUND | TOTAL: | 50.45 |

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|-------------------------------|--------------------------|-------------------|------------------|--|--------|-----------|
| ===== | | | | | | |
| 01-0418 | BLACK HILLS PIONEER | | | | | |
| | | I-48188, 48933 | 209-4510-423 | PUBLISHING 48188 SPRING SPORTS PREVIEW | 000000 | 59.00 |
| | | I-48188, 48933 | 209-4510-423 | PUBLISHING 48933 COMM PAGES SPONSORSHIP | 000000 | 12.50 |
| | | | | | | |
| 01-1502 | BLACK HILLS CHEMICAL | | | | | |
| | | I-175428 | 209-4510-426 | SUPPLIES (120) 20 GRIT SILICA SAND/REC | 000000 | 1,794.00 |
| | | I-175429 | 209-4510-426 | SUPPLIES (64) 20 GRIT SILICA SAND/REC | 000000 | 956.80 |
| | | | | | | |
| 01-2889 | ATCO INTERNATIONAL | | | | | |
| | | I-I0551392 | 209-4510-426 | SUPPLIES SANTASTIC/REC CENTER | 000000 | 240.00 |
| | | I-I0551395 | 209-4510-426 | SUPPLIES SANTASTIC/REC CENTER | 000000 | 118.30 |
| | | I-I0551632 | 209-4510-426 | SUPPLIES PRO-SAN/REC CENTER | 000000 | 370.00 |
| | | I-I0552757 | 209-4510-426 | SUPPLIES FOAMACIDE-QUICKIES/REC CENTER | 000000 | 388.00 |
| | | | | | | |
| 01-3151 | KONE INC. | | | | | |
| | | I-959542284 | 209-4510-422 | PROFESSIONAL APRIL ELEV MAINT/REC CENTER | 000000 | 160.13 |
| | | | | | | |
| 01-3346 | REGIONAL HEALTH | | | | | |
| | | I-700000832042020 | 209-4510-422 | PROFESSIONAL TESTING | 000000 | 35.00 |
| | | | | | | |
| 01-3648 | NETWORK SERVICES COMPAN | | | | | |
| | | I-6846070 | 209-4510-426 | SUPPLIES SANISAC WAXED LINER/REC CENTER | 000000 | 19.95 |
| | | | | | | |
| 01-3891 | SALSBURY INDUSTRIES | | | | | |
| | | I-6086856 | 209-4510-426 | SUPPLIES TOUCHUP PAINT DABBER LCKR/REC | 000000 | 21.15 |
| | | | | | | |
| 01-4487 | DONARSKI LAWN CARE & LAN | | | | | |
| | | I-12285 | 209-4510-433 | IMPROVEMENTS BUILD UP-FINES-LAY PAVERS/REC | 000000 | 2,500.00 |
| | | | | | | |
| 01-4686 | MOTION FITNESS COMPANY | | | | | |
| | | I-14459 | 209-4510-434 | MACHINERY/EQU (2) EXERBIKE SYSTEMS/REC CENTE | 000000 | 23,785.00 |
| | | | | | | |
| DEPARTMENT 510 REC CENTER | | | | | TOTAL: | 30,459.83 |
| ----- | | | | | | |
| 01-0475 | DEADWOOD CHAMBER & VISI | | | | | |
| | | I-051320 | 209-4980-422 | PROFESSIONAL BILL LIST FOR 5/18/20 - B&B | 000000 | 11,735.19 |
| | | | | | | |
| DEPARTMENT 980 SPECIAL EVENTS | | | | | TOTAL: | 11,735.19 |
| ----- | | | | | | |
| | | | | | | |
| FUND 209 BED & BOOZE FUND | | | | | TOTAL: | 42,195.02 |

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 05032 COMBINED - 5/19/20

VENDOR SET: 01

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

DEPARTMENT: 630 BID

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|------------------------------------|-------------------------|----------|------------------|-------------|---------------------------------------|-----------------|
| 01-0475 | DEADWOOD CHAMBER & VISI | I-051320 | 213-4630-423 | MARKETING | BILL LIST FOR 5/18/20 -BID 1-6 000000 | 1,346.08 |
| DEPARTMENT 630 BID | | | | | | TOTAL: 1,346.08 |
| FUND 213 BID #1-6 (Business Imprv) | | | | | | TOTAL: 1,346.08 |

PACKET: 05032 COMBINED - 5/19/20

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-APRIL--050820 | 215-3000-699 | MISC REVENUE SD DEPT. OF REVENUE | 000000 | 0.00 |
| | | | | DEPARTMENT | NON-DEPARTMENTAL | TOTAL: 0.00 |
| 01-0418 | BLACK HILLS PIONEER | | | | | |
| | | I-0418 | 215-4572-235 | VISITOR MGMT 2020 KIOSKS ANNUAL RENEWAL | 000000 | 20,250.00 |
| 01-4114 | MOSHER, ANDREW | | | | | |
| | | I-050520 | 215-4572-235 | VISITOR MGMT TRVL-PICKUP STAGECOACH & WAGON | 000000 | 34.00 |
| 01-4618 | WEBER, JILL | | | | | |
| | | I-050520 | 215-4572-235 | VISITOR MGMT TRVL-PICKUP STAGECOACH & WAGON | 000000 | 34.00 |
| 01-4619 | WEBER, TODD | | | | | |
| | | I-050520 | 215-4572-235 | VISITOR MGMT TRVL-PICKUP STAGECOACH & WAGON | 000000 | 181.66 |
| 01-BDT | BDTAID, INC. | | | | | |
| | | I-00285 | 215-4572-235 | VISITOR MGMT EVENT COMPLEX WAYFIND AGREEMEN | 000000 | 3,959.28 |
| | | | | DEPARTMENT 572 | HP VISITOR MGMT AND INFORTOTAL: | 24,458.94 |
| 01-0039 | SD STATE HISTORICAL SOC | | | | | |
| | | I-050620 | 215-4573-325 | HIST. INTERP. HP-SDSHS-2020 MEMBERSHIP | 000000 | 50.00 |
| 01-0451 | RUNGE, MIKE | | | | | |
| | | I-042920 | 215-4573-335 | HIST. INTERP. REIMBURSEMENT - ARCHIVES | 000000 | 153.19 |
| 01-0951 | DEADWOOD ALIVE | | | | | |
| | | I-1400-20 | 215-4573-345 | HIST. INTERP. MAY 2020 | 000000 | 20,000.00 |
| 01-2014 | TOMS, DON | | | | | |
| | | I-LEDGER PROJECT 427 | 215-4573-335 | HIST. INTERP. LC TAX RECORDS BOOK 13 OF 19 | 000000 | 600.00 |
| 01-2266 | MONTANA HISTORICAL SOCI | | | | | |
| | | I-050620 | 215-4573-325 | HIST. INTERP. 2020 MEMBERSHIP RENEWAL | 000000 | 55.00 |
| 01-3558 | DEADWOOD HISTORY, INC. | | | | | |
| | | I-32360 | 215-4573-375 | HIST. INTERP. DAYS OF '76 - ALLOCATION 2020 | 000000 | 110,000.00 |
| 01-4625 | FIB CREDIT CARDS | | | | | |
| | | I-043020HP | 215-4573-335 | HIST. INTERP. METADATA OVERVIEW WEBCAST-ARCH | 000000 | 109.00 |
| | | I-043020HP | 215-4573-335 | HIST. INTERP. WEBCAST APP ARRANG DESCR- ARCH | 000000 | 109.00 |
| | | I-043020HP | 215-4573-335 | HIST. INTERP. EXTERNAL FLOPPY DRIVE - ARCHIV | 000000 | 22.99 |
| | | I-043020HP | 215-4573-335 | HIST. INTERP. CHINESE DIASPORA ARCH IN NA-AR | 000000 | 45.00 |
| | | | | DEPARTMENT 573 | HP HISTORIC INTERPRETATIOTOTAL: | 131,144.18 |

PACKET: 05032 COMBINED - 5/19/20

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 575 HP DEADWOOD GRANT AND LOA

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---|-------------------------|--------------|------------------|--|--------|----------|
| 01-0776 | ALBERTSON ENGINEERING, | | | | | |
| | | I-14539 | 215-4575-515 | GRANT/LOAN RE 562 WILLIAMS RETAINING WALL | 000000 | 624.65 |
| | | I-14541 | 215-4575-515 | GRANT/LOAN RE 291 WILLIAMS RETAINING WALL | 000000 | 247.50 |
| 01-2597 | MORSE, MARCIA E. | | | | | |
| | | I-050620 | 215-4575-505-01 | 20 WASHINGTON MORTGAGE EXPENSE | 000000 | 252.42 |
| DEPARTMENT 575 HP DEADWOOD GRANT AND LOA TOTAL: | | | | | | 1,124.57 |
| 01-2394 | GUNDERSON, PALMER, NELS | | | | | |
| | | I-100464 | 215-4576-620 | PROFES. SERV. LEGAL SERVICES | 000000 | 720.00 |
| DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL: | | | | | | 720.00 |
| 01-0776 | ALBERTSON ENGINEERING, | | | | | |
| | | I-14530 | 215-4577-755 | CAPITAL ASSET 30 ADAMS RETAINING WALL | 000000 | 577.50 |
| 01-1191 | UMENTHUM, KEITH | | | | | |
| | | I-478990 | 215-4577-775 | CAPITAL ASSET 824 MAIN INSPECT/SPECS- REHAB | 000000 | 595.00 |
| 01-4680 | SAFEANDVAULTSTORE.COM | | | | | |
| | | I-C04487 | 215-4577-775 | CAPITAL ASSET WALL DEPOSIT SAFE - CITY HALL | 000000 | 1,023.00 |
| 01-4683 | MODA STONE | | | | | |
| | | I-2005 | 215-4577-715 | CAPITAL ASSET COUNTER TOPS - HIST & INFO CTR | 000000 | 3,543.75 |
| DEPARTMENT 577 HP FIXED CAPITAL ASSETS TOTAL: | | | | | | 5,739.25 |
| 01-0418 | BLACK HILLS PIONEER | | | | | |
| | | I-672 - 2020 | 215-4641-423 | PUBLISHING BID NOTICE-RETAIN WALL,11 LINC | 000000 | 39.92 |
| | | I-673 - 2020 | 215-4641-423 | PUBLISHING BID NOTICE-RETAIN WALL,56 TAYL | 000000 | 39.92 |
| 01-0776 | ALBERTSON ENGINEERING, | | | | | |
| | | I-14535 | 215-4641-422 | PROFESSIONAL 11 VAN BUREN RETAINING WALL | 000000 | 742.50 |
| | | I-14537 | 215-4641-422 | PROFESSIONAL JUSO BROS GRANDSTAND BID & CA | 000000 | 417.25 |
| | | I-14538 | 215-4641-422 | PROFESSIONAL 56 TAYLOR RETAINING WALL | 000000 | 1,762.50 |
| | | I-14540 | 215-4641-422 | PROFESSIONAL WHITEWOOD CREEK BOARDWALK | 000000 | 202.50 |
| | | I-14542 | 215-4641-422 | PROFESSIONAL RODEO GRDS CROWS NEST ADD | 000000 | 3,493.44 |
| 01-1705 | VANWAY TROPHY | | | | | |
| | | I-050120 | 215-4641-426 | SUPPLIES PLAQUES-TOEWS BLAIR STEINLICHT | 000000 | 229.00 |
| 01-1725 | QUILL CORPORATION | | | | | |
| | | I-136292122 | 215-4641-426 | SUPPLIES STAMP INK REFILL BLUE | 000000 | 5.73 |
| | | I-136292132 | 215-4641-426 | SUPPLIES ACCUSTAMP ENTERED - BONNY | 000000 | 10.59 |
| | | I-6643962 | 215-4641-426 | SUPPLIES OFFICE SUPPLIES - HP | 000000 | 9.99 |

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BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|--------------|------------------|--------------------------------|-----------------------|------------|
| ===== | | | | | | |
| 01-1725 | QUILL CORPORATION | continued | | | | |
| | I-6655064 | 215-4641-426 | SUPPLIES | OFFICE SUPPLIES - HP | 000000 | 12.99 |
| 01-1827 | MS MAIL & MARKETING | | | | | |
| | I-11453HP | 215-4641-423 | PUBLISHING | MAY 2020 NEWSLETTER | 000000 | 631.30 |
| 01-2204 | FERBER ENGINEERING COMP | | | | | |
| | I-J18-118-2.10 | 215-4641-422 | PROFESSIONAL | 2019 GIS TECHNICAL SERVICES | 000000 | 840.00 |
| 01-3314 | CENTURY BUSINESS PRODUC | | | | | |
| | I-518021 | 215-4641-428 | UTILITIES | HP/PZ CONTRACT 4/9/20 - 5/8/20 | 000000 | 181.80 |
| 01-3346 | REGIONAL HEALTH | | | | | |
| | I-700000832042020 | 215-4641-422 | PROFESSIONAL | TESTING | 000000 | 35.00 |
| 01-3558 | DEADWOOD HISTORY, INC. | | | | | |
| | I-32363 | 215-4641-423 | PUBLISHING | SUMMER DESTINATION- HP PORTION | 000000 | 423.00 |
| 01-4625 | FIB CREDIT CARDS | | | | | |
| | C-043020HPCR | 215-4641-434 | MACHINERY/EQU | DROPBOX LICENSES TAX REFUND | 000000 | 68.25- |
| | C-043020HPCR | 215-4641-434 | MACHINERY/EQU | DROPBOX LICENSES TAX REFUND | 000000 | 9.59- |
| | C-043020HPCR | 215-4641-434 | MACHINERY/EQU | DROPBOX LICENSES TAX REFUND | 000000 | 9.54- |
| | I-043020HP | 215-4641-426 | SUPPLIES | STAMPS - HP WORK FROM HOME | 000000 | 44.00 |
| | I-043020HP | 215-4641-434 | MACHINERY/EQU | DROPBOX LICENSE - R MCGRATH | 000000 | 157.12 |
| | I-043020HP | 215-4641-426 | SUPPLIES | TABLET COVER - NEW HPC MEMBERS | 000000 | 41.97 |
| | I-043020HP | 215-4641-434 | MACHINERY/EQU | DROPBOX LICENSE - M TREWHELLA | 000000 | 156.25 |
| | I-043020HP | 215-4641-426 | SUPPLIES | TAB SCREEN PROTECT-NEW HPC MEM | 000000 | 21.98 |
| | I-043020HP | 215-4641-426 | SUPPLIES | WEBCAM FOR KEVIN'S OFFICE | 000000 | 149.09 |
| 01-BDT | BDTAID, INC. | | | | | |
| | I-00273 | 215-4641-422 | PROFESSIONAL | TRAIL SYSTEM WAYFINDING SIGNAG | 000000 | 4,290.00 |
| | | | DEPARTMENT 641 | OFFICE HIST. PRES. | TOTAL: | 13,850.46 |
| ----- | | | | | | |
| | | | FUND | 215 | HISTORIC PRESERVATION | TOTAL: |
| | | | | | | 177,037.40 |

PACKET: 05032 COMBINED - 5/19/20

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 |
|---------|-------------------------|---------------|------------------|---|--------|-----------|
| 01-2579 | DAKOTA ELECTRIC | I-8250 | 216-1310 | DUE FROM OTHE 41 TAYLOR JOHNSON | 000000 | 1,565.52 |
| 01-3947 | WINTER CONSTRUCTION | I-042320 | 216-1310 | DUE FROM OTHE 57 LINCOLN TRENTZ | 000000 | 5,002.90 |
| 01-4621 | A-1 CONSTRUCTION INC. | I-20-096 | 216-1310 | DUE FROM OTHE 608/610 MAIN NUGGETT SALOON | 000000 | 49,604.01 |
| 01-4622 | LOUDEN, BRYAN | I-016701 | 216-1310 | DUE FROM OTHE 18 PLEASANT RITZ | 000000 | 536.08 |
| 01-4638 | RITZ, JODY | I-031720 | 216-1310 | DUE FROM OTHE 18 PLEASANT RITZ | 000000 | 404.68 |
| | | I-2003-065301 | 216-1310 | DUE FROM OTHE 18 PLEASANT RITZ | 000000 | 218.01 |
| | | | DEPARTMENT | NON-DEPARTMENTAL | TOTAL: | 57,331.20 |
| 01-1483 | KNECHT HOME CENTER | I-4564751 | 216-4653-962-03 | WINDOWS GRANT WINDOWS 57 LINCOLN TRENTS | 000000 | 8,032.90 |
| 01-1496 | LAWRENCE CO. REGISTER O | I-040420 | 216-4653-962-05 | FACADE EASEME RECORDING FEE FACADE FRANKLIN | 000000 | 30.00 |
| | | I-050720 | 216-4653-960 | CLOSING CO 61 SHERMAN HOGGATT RELEASE | 000000 | 30.00 |
| 01-3947 | WINTER CONSTRUCTION | I-042320-2 | 216-4653-962-03 | WINDOWS GRANT WINDOWS 57 LINCOLN TRENTS | 000000 | 767.10 |
| 01-4086 | TWIN CITY HARDWARE - GR | I-2005-071541 | 216-4653-962-04 | SIDING GRANT SIDING 458 WILLIAMS -- CURRY | 000000 | 839.60 |
| 01-4416 | ANCESTOR CONCRETE & MAS | I-2210 | 216-4653-962-08 | FOUNDATION GR FOUNDATION 786 MAIN -- WELLS | 000000 | 10,000.00 |
| 01-4438 | DAKOTA TITLE | I-OE-0410-20 | 216-4653-960 | CLOSING CO O&E 37 JACKSON RUNGE | 000000 | 120.00 |
| | | I-OE-0429-20 | 216-4653-960 | CLOSING CO O&E REPORT 106 CHARLES | 000000 | 120.00 |
| 01-4490 | NICKLES, KACIE | I-44 | 216-4653-962-03 | WINDOWS GRANT WINDOWS 10 VANBUREN SANTOCHI | 000000 | 4,403.10 |
| | | | DEPARTMENT 653 | REVOLVING LOAN | TOTAL: | 24,342.70 |
| | | | FUND | 216 REVOLVING LOAN | TOTAL: | 81,673.90 |

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 16

PACKET: 05032 COMBINED - 5/19/20

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 |
|----------------------|-------------------------|----------------------|------------------|--|--------|----------|
| 01-0561 | SD ONE CALL | | | | | |
| | | I-SD20-0950 | 602-4330-422 | PROFESSIONAL LOCATE FAX-MSGs/WATER | 000000 | 19.04 |
| 01-0828 | USA BLUEBOOK | | | | | |
| | | I-221976 | 602-4330-426 | SUPPLIES LIQUID DPD1A, 1B, DPD3/WATER | 000000 | 38.83 |
| 01-1406 | STRETCH'S GLASS & CUSTO | | | | | |
| | | I-I028073 | 602-4330-426 | SUPPLIES STAINLESS NERF BARS/WATER | 000000 | 319.99 |
| 01-1653 | STURDEVANT'S AUTO PARTS | | | | | |
| | | I-32-781814 | 602-4330-425 | REPAIRS BRAKE PAD SET-STD BRAKE RO/WTR | 000000 | 448.39 |
| | | I-32-781816 | 602-4330-426 | SUPPLIES PLASTIC HOSE CONNECTOR/WATER | 000000 | 2.02 |
| 01-1725 | QUILL CORPORATION | | | | | |
| | | I-6616869 | 602-4330-426 | SUPPLIES (2) COPY PAPER/WATER | 000000 | 52.99 |
| 01-1827 | MS MAIL & MARKETING | | | | | |
| | | I-11453 | 602-4330-426 | SUPPLIES UTILITY BILLS MAILING - APRIL | 000000 | 294.35 |
| 01-4317 | VIGILANT BUSINESS SOLUT | | | | | |
| | | I-20507 | 602-4330-422 | PROFESSIONAL SCREENING | 000000 | 116.00 |
| 01-4625 | FIB CREDIT CARDS | | | | | |
| | | I-04/30/20 CC PUB WK | 602-4330-427 | TRAVEL GIS WORKSHOP-STEVEN HENDERSON | 000000 | 550.00 |
| | | I-04/30/20 CC PUB WK | 602-4330-427 | TRAVEL GIS WORKSHOP-CORY PERCY | 000000 | 550.00 |
| DEPARTMENT 330 WATER | | | | | TOTAL: | 2,391.61 |
| FUND 602 WATER FUND | | | | | TOTAL: | 2,391.61 |

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 17

PACKET: 05032 COMBINED - 5/19/20

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 |
|---------|---------------|--------------|------------------|--|--------|-----------|
| 01-4687 | TREE WISE MEN | | | | | |
| | | I-05-07-2020 | 607-4580-422 | PROFESSIONAL PRUNING DEAD BRANCHES - MT.M. | 000000 | 16,450.00 |
| | | | | DEPARTMENT 580 HISTORIC CEMETERIES | TOTAL: | 16,450.00 |
| | | | | FUND 607 HISTORIC CEMETERIES | TOTAL: | 16,450.00 |

PACKET: 05032 COMBINED - 5/19/20

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|--|-------------------------|----------------------|------------------|--------------|--------------------------------|------------------|
| 01-0508 | GALLS, LLC | I-015502417 | 610-4360-426 | SUPPLIES | UNIFORM BOOTS/TROUSERS - P&T | 000000 169.28 |
| 01-4648 | GTI COMPANIES | I-PAY APP 1 | 610-4360-425 | REPAIRS | S. CITY HALL PARKING LOT RECON | 000000 12,426.41 |
| DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL: | | | | | | 12,595.69 |
| 01-0545 | LYNN'S DAKOTA MART | I-0006 - 5/7/20 | 610-4361-426 | SUPPLIES | 9 - 28PK WATER,BLEND - TROLLEY | 000000 51.47 |
| 01-1506 | DALES TIRE & RETREADING | I-2-78819 | 610-4361-426 | SUPPLIES | 4 BLDT BANDAG - TROLLEY | 000000 480.04 |
| 01-1653 | STURDEVANT'S AUTO PARTS | I-32-780820 | 610-4361-425 | REPAIRS | OIL FILTERS,SVC.GUAGE -TROLLEY | 000000 34.61 |
| | | I-32-781439 | 610-4361-426 | SUPPLIES | DUPONT GUN,SPARK PLUG-TROLLEY | 000000 23.49 |
| | | I-32-781570 | 610-4361-426 | SUPPLIES | MAG.TOOL,COPPER COAT - TROLLEY | 000000 26.94 |
| | | I-32-781655 | 610-4361-426 | SUPPLIES | BELTS,FILTER,OIL - TROLLEY | 000000 44.69 |
| 01-2991 | GENPRO ENERGY SOLUTIONS | I-G18409 | 610-4361-425 | REPAIRS | MTU PART-SENDER OIL PRSSUR-TRO | 000000 162.43 |
| 01-4317 | VIGILANT BUSINESS SOLUT | I-20507 | 610-4361-422 | PROFESSIONAL | SCREENING | 000000 352.00 |
| 01-4625 | FIB CREDIT CARDS | I-04/30/20 CC PUB WK | 610-4361-425 | REPAIRS | GASKET SET-VALVE COVER/TROLLEY | 000000 75.04 |
| DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL: | | | | | | 1,250.71 |
| 01-0429 | BLACK HILLS ENERGY | I-POWER 04/29/20 | 610-4362-428 | UTILITIES | BROADWAY PARKING RAMP | 000000 699.75 |
| 01-3151 | KONE INC. | I-959542284 | 610-4362-422 | PROFESSIONAL | APRIL ELEV MAINT/PARKING RAMP | 000000 160.13 |
| DEPARTMENT 362 BROADWAY GARAGE TOTAL: | | | | | | 859.88 |
| FUND 610 PARKING/TRANSPORTATION TOTAL: | | | | | | 14,706.28 |

PACKET: 05032 COMBINED - 5/19/20

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-APRIL--050820 | 722-2190 | AMOUNTS HELD SD DEPT. OF REVENUE | 000000 | 972.32 |
| | | | | | | |
| | | | | DEPARTMENT | NON-DEPARTMENTAL | TOTAL: 972.32 |
| ----- | | | | | | |
| | | | | FUND | 722 SALES TAX AGENCY | TOTAL: 972.32 |

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 20

PACKET: 05032 COMBINED - 5/19/20

VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGENCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-------------------------|----------|------------------|---------------------------------|---------------------|------------|
| 01-0579 | SD COMMISSION ON GAMING | I-051220 | 723-4000-429 | OTHER CITY SLOTS - PMT 11, YR 2 | 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: | 487,061.34 |

PACKET: 05029 ADD'L BILL - MT.MORIAH-5/13/20

VENDOR SET: 01

FUND : 607 HISTORIC CEMETERIES

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Add'l Bill - 5/18/20

BANK: FNBAP

| VENDOR | NAME | ITEM # | G/L ACCOUNT NAME | DESCRIPTION | CHECK# | AMOUNT |
|---------|-----------------------|----------|------------------|--|---------------------|--------|
| 01-0978 | PETTY CASH-MT. MORIAH | | | | | |
| | | I-051320 | 607-1020 | CASH ON HAND SET UP SUMMER TILL -MT.MORIAH | 000000 | 250.00 |
| | | | DEPARTMENT | NON-DEPARTMENTAL | TOTAL: | 250.00 |
| | | | FUND | 607 HISTORIC CEMETERIES | TOTAL: | 250.00 |
| | | | | | REPORT GRAND TOTAL: | 250.00 |

LeA

MEMORANDUM OF UNDERSTANDING FOR MUTUAL AID AND AUTOMATIC AID BETWEEN LAWRENCE COUNTY FIRE ENTITIES

This Memorandum of Understanding entered into the 1st day of January, 2020, and effective until the 31st day of December, 2030, by and between a municipality or any other political subdivision or subdivisions or with any nonprofit fire protection corporation or association legally organized to provide fire suppression or automatic aid for fire suppression for entities who enter into this agreement herein acting for the purpose of securing to each the benefits of Mutual Aid Q! Automatic Aid assistance for the protection of life and property, from fire, natural and technological emergencies within Lawrence County, South Dakota.

A. Definitions:

1. Organization: the parties to this Memorandum of Understanding for Mutual Aid or Automatic Aid acting together pursuant to this Memorandum of Understanding or SDLC 34-31-4
2. Requesting Agency: any party to this Memorandum of Understanding seeking assistance from the Organization.
3. Responding Agency: any party to this Memorandum of Understanding rendering assistance to a Requesting Party.
4. Equipment and Personal Availability: The predetermined amount of aid, type of equipment and number of personnel shall be sent, unless such amount of assistance is unavailable due to EXISTING conditions confronting either party's forces at the time of need for assistance under this agreement.

B. Requests for assistance for Mutual Aid: A Requesting Agency may make a request to the Organization for assistance for any necessary personnel and/or equipment in the furtherance of the objectives of this Memorandum of Understanding for Mutual Aid subject to the following terms and conditions:

1. A Requesting Agency requesting Mutual Aid hereunder shall specify the type and amount of resources necessary and the location to which the resources are to be dispatched. Any responding Agency is vested with the sole discretion to determine the availability, type and quantity of resources to be committed for assistance to the Requesting Agency. Similarly, any Responding Agency is vested with the sole discretion to determine the duration any committed resource is available to the Requesting Agency.
2. The personnel of a Responding Agency shall report to the Incident Commander designated by the Requesting Agency. All personnel of a Responding Agency, while on scene at the location of an emergency, shall be subject to the orders and direction of the Incident Commander.

C. **Automatic Aid:** In consideration for each party's automatic assistance to the other upon the occurrence of an emergency condition (Active working structure fire) in any portion of the designated area where this Agreement for Automatic Assistance is in effect

1. A predetermined number of firefighting equipment and personnel of both parties shall be dispatched, to such point where the emergency condition exists. Details as to amounts and types of assistance to be dispatched, will be developed by the duly authorized officials from each agency and provided to the dispatch center having jurisdiction for dispatch purposes.
2. Amounts and types of assistance may be revised or amended at any time by mutual agreement of the Requesting Agency and Responding Agency
3. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party hereto. It is further agreed by and between the parties hereto that this agreement be reviewed and resigned on or before the 10th anniversary of the executions of this agreement, per SDLC 34-31-4.
4. This Agreement is made for each respective fire department as automatic assistance pursuant to Chapter 34-31-4 of the South Dakota Code, and nothing in this Agreement is intended to limit the availability of benefits to each party's personnel under Chapter 34-31-4 of the South Dakota Code, as amended, and as it may be amended in the future.

D. **ICS:** All members of the Organization acting pursuant to this Memorandum of Understanding shall use the N.I.M.S. Incident Command System.

E. **Indemnity:** Nothing in this Memorandum shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of the performance of this Memorandum. Any liabilities or claims for property loss or death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during this Memorandum shall be determined according to applicable laws.

This Memorandum of Understanding entered into by the following municipality or any other political subdivision or subdivisions or with any nonprofit fire protection corporation or association legally organized to provide fire suppression:

BROWNSVILLE VOLUNTEER FIRE DEPT.

CHIEF _____

ATTEST _____

DATE _____

LEAD VOLUNTEER FIRE DEPT.

CHIEF _____

ATTEST _____

DATE _____

DEADWOOD VOLUNTEER FIRE DEPT.

CHIEF _____

ATTEST _____

DATE _____

NEMO VOLUNTEER FIRE DEPT.

CHIEF _____

ATTEST _____

DATE _____

ROCHFORD FIRE DEPT.

CHIEF _____

ATTEST _____

DATE _____

SPEARFISH VOLUNTEER FIRE DEPT.

CHIEF _____

ATTEST _____

DATE _____

SPEARFISH CANYON FIRE DEPT.

MAYOR~ _____

ATTEST _____

DATE _____

ST. ONGE VOLUNTEER FIRE DEPT.

CHIEF _____

ATTEST _____

DATE _____

STURGIS VOLUNTEER FIRE DEPT.

CHIEF _____

ATTEST _____

DATE _____

WHITEWOOD VOLUNTEER FIRE DEPT.

CHIEF _____

ATTEST _____

DATE _____

2020-2021 RETAIL (ON-OFF SALE) MALT BEVERAGE

Vaughn Mary Boyd, Deadwood Tobacco Co. & Cigar Bar, 628 Main St., RB-2108
 Gold Dust Lodging Group, LLC, Holiday inn Express Hotel & Suites 22 Lee St., RB-2391
 Mustang Sally's Inc., Mustang Sally's, 634 Main St., RB-2405
 Aces Full Inc. Mr. Wu's, 560 Main St, RB-2416
 Black Diamond Capital LLC, Gold Dust, 688 Main St., RB-2418,
 Bullock Hospitality LLC, Bullock Hotel, 633 Main St., RB-2445
 Mary Larson, Deadwood Dicks Restaurant, 51 Sherman St., RB-2449
 Willy's Wild West, Deadwood Station, 68 Main St., RB-2453
 Old Style Saloon #10, Inc., Saloon #10, 657 Main St., RB-2466
 Super G Investment Corporation, Silverado, 709 Main St., RB-2512
 WWW LLC, Gold Country Inn, 801 Main St., RB-2521
 TJ Gear, Madame Peacock's Accessory Lounge, 638 Main St., RB-2527
 Midwest Motels of Deadwood II, Buffalo Bodega, 658 Main St., RB-2576
 First Gold, Inc., First Gold Hotel, 270 Main St., RB-2584
 GR Deadwood LLC, Mineral Palace Hotel & Gaming, 607 Main St., RB-2593
 Fairmont Hotel Corporation, Fairmont Hotel, 628 Main St., RB-2597
 Deadwood Hospitality Resort LLC, Deadwood Gulch Resort, 304 Cliff St., RB-2609
 Hotel Franklin Inc., Historic Franklin Hotel, 700 Main St., RB-2659
 Blue Sky Gaming, Inc., Tin Lizzie Gaming Resort, 555 Main St., RB-2831
 Cliff Street LLC, Comfort Inn Deadwood, 225 Cliff St., RB-3536,
 B.Y. Development, Inc., Cadillac Jack's Gaming Resort, 360 Main St., RB-3894
 Deadwood Resort, LLC, The Lodge at Deadwood, 100 Pine Crest Lane, RB-19227
 Dakota Gunslingers LLC, Dakota Gunslingers, 669 Main St., RB-21255
 ZCN, LLC Deadwood Mountain Grand, 1906 Deadwood Mountain Drive, RB-21329
 H&H Deadwood LLC, His and Hers Ale House and Wine Bar, 696 Main St, RB-21478
 NMD Venture LLC, Hickok's Hotel & Casino, 685 Main St, RB-21688
 Apex 1996 LLC, Apex 1996 LLC, 612 Main St, RB-21693
 Pandora's Box, Pam's Purple Door, 637 Main St, RB-21725
 Jackson Winery & Vineyards, Belle Joli Winery, 594 Main St, RB-21771
 Richard & Marguerite Olesen, Wild Bill Old West Trading Post, 624 Main St, RB-21772
 Winery Hill City, LLC, Naked Winery Deadwood, 692 Main St., RB-24024
 Big D Oil Co., Big D Oil #11, 402 Main St., RB-25530
 Optima LLC, SpringHill Suites by Marriot, 360 Main St., RB-25531
 Chip Shot Golf LLC, Chip Shot Golf, 306 Cliff St., RB-25532
 Deadwood Land Holdings, LLC, Tatanka: Story of the Bison, 100 Tatanka Drive, RB-25533
 Virginia A Tice-Poseley, Dakota Sky Stone, 671 Main St., RB-25535
 Boondocks LLC, Happy Days, 639 Main St., RB-25536
 The Gallows Tavern LLC, The Gallows Tavern, 8 Lee St., RB-25693
 TSG, LLC, Pump House Mind Blown Studio, 73 Sherman St., RB-25694
 Chocolates LLC, Chubby Chipmunk Hand Dipped Chocolates, 420 Cliff St., RB-25696
 Broken Arrow Trading Company, Broken Arrow Trading, 604/606 Main St., RB-25908
 Scott & Sharon Jacobs, Jacobs Gallery, 670 Main St., RB-25948
 Family Dollar Stores of SD, Family Dollar, 124 Sherman St., RB-26389
 Gold Run LLC, Super 8, 196 Cliff St., RB-26486
 Adventure Pizza Works, Burnouts Pizza, 65 Sherman St, RB-26524
 Celebrity Hotels, Celebrity Hotel, 629 Main St., RB-26808



INDEPENDENT CONTRACT FOR CLEANING SERVICES

THIS CONTRACT FOR CLEANING SERVICES is made and entered into this 1st day of July, 2020, by and between **BLACK HILLS SPECIAL SERVICES COOPERATIVE**, of 2885 Dickson Drive, PO Box 218, Sturgis, SD 57785 ("BHSSC") and the City of Deadwood, located at 102 Sherman Street, Deadwood South Dakota 57732.

BACKGROUND AND PURPOSE

BHSSC will provide cleaning services to the City of Deadwood's Trolleys as described below. Services may be provided by clients of BHSSC, but will be supervised by a job coach. The purpose of this Agreement is to identify the location where services will be performed by BHSSC, the days and hours of service, a general description of the services and the payment to be made by the City of Deadwood for the services provided.

In consideration of the agreements herein, the Parties agree as follows:

1. **Services to be provided by BHSSC:**

Wash outside of each trolley, car, SUV or pickup. Wash, dust, polish, sweep, mop inside of each trolley, car SUV or pickup. Wash wheels and wheel covers. Wash windows. Fill each trolley with gas.

2. **Timeframe for providing services:** The services described in paragraph #1 above will be provided on the following dates and times:

Duties will start no later than 8:30 a. m. daily from Memorial Day of each year to Columbus Day weekend of each year. From Columbus Day weekend of each year to Memorial Day weekend of each year, duties will start no later than 8:30 a. m. on Monday, Wednesday, Friday, and Saturday of every week. The schedule may be subject to change at direction of trolley manager with 24 hour notice.

3. **Payment for Services to BHSSC:** The City of Deadwood shall pay to BHSSC the sum of \$ 50.00 per trolley and \$25.00 per car, SUV, or pickup. Such sums shall be directly remitted by the City of Deadwood to BHSSC on a monthly basis to the address listed in this Agreement.

4. **Nature of Relationship:** The relationship between BHSSC and City of Deadwood shall be that of independent contractors. BHSSC shall be solely responsible for paying the cleaning staff, and shall comply with all of the terms and conditions of this agreement, which compliance shall be the responsibility of the cleaner. The contractors shall procure and maintain during the life of this contract, Workman's Compensation Insurance as required by applicable state laws for all its employees. BHSSC shall provide proof of insurance to City of Deadwood.

5. **Contractor's Public Liability and Property Damage Insurance:** The Contractor shall procure and maintain during the life of this contract, contractor's Public Liability Insurance in an amount of not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same for each person, in an amount of not less than \$1,000,000 on an account of one accident, and Contractor's Property Damage Insurance in an amount on not less than \$1,000,000 and subject to the same limit for aggregate, in an amount of not less than \$1,000,000.

The cleaner agrees to indemnify and save harmless the City of Deadwood and any and all of its officers, agents and employees from any and all liabilities, actions, claims, or executions of any character including attorney fees, or any sums which the City may have to pay to any person on account of and persona or bodily injury, death, or property damage which results from any negligent act, error or omission of the cleaner in connection with this agreement or services performed or materials provided pursuant to this agreement.

6. **Termination:** Either party may terminate any or all services covered in this agreement at any time upon 30 days written notice to the other party, provided that the terminating party has made a good faith effort to notify the other and make reasonable arrangements for any alleged deficiencies to be corrected, and upon payment of all services and expenses are rendered prior to the effective date of such suspension or termination. Either party may immediately suspend or terminate this agreement upon a violation or breach of any of the terms and conditions by the cleaner or City of Deadwood.

Dated this _____ day of _____, 2020.

BHSSC

BY: _____
Printed Name

Signature

Its: _____

City of Deadwood

BY: _____
Printed Name

Signature

Its: _____

6F

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT**

THIS AGREEMENT is by and between CITY OF DEADWOOD ("Owner") and
LIND-EXCO, INC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Civil Site Work per Bid Proposal (dated April 30, 2020) for proposed Stage Run Apartments, Deadwood, South Dakota.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Stage Run Apartments - Infrastructure

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Advanced Engineering and Environmental Services, Inc.
3.02 The Owner has retained Advanced Engineering and Environmental Services, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
A. The Work will be substantially completed on or before September 4, 2020 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 18, 2020.
- 4.03 *Liquidated Damages*
A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the

delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are additive and will be imposed concurrently.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

[To be completed following Bid]

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on a schedule as determined during the preconstruction meeting for performance of the Work as provided in the Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 100 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 6 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. General Conditions (pages 1 to 65, inclusive).
 - 3. Supplementary Conditions (pages 1 to 5, inclusive).
 - 4. Specifications as listed in the table of contents of the Project Manual.
 - 5. Drawings (not attached but incorporated by reference) consisting of 63 sheets with each sheet bearing the following general title: Second Stage LLC Stage Run Apartments - Infrastructure.
 - 6. Addenda (numbers 1 to 1, inclusive).
 - 7. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 12, inclusive).
 - 8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no

assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: CITY OF DEADWOOD

CONTRACTOR: LIND-EXCO, INC

By: _____

Title: _____

By: 

Title: Treasurer

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

Attest: Mandi Schmierer

Title: Senior Administrator

Address for giving notices:

Address for giving notices:

1641 Deadwood Ave
Rapid City, SD 57702

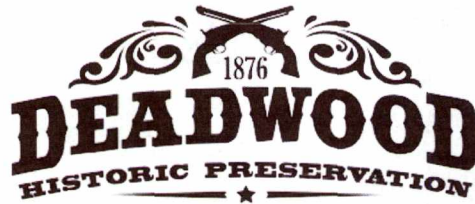
License No.: 7000-3041-HC

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

END OF SECTION 00 52 00

OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-2084



Kevin Kuchenbecker
Historic Preservation Officer
Telephone (605) 578-2082
kevin@cityofdeadwood.com

MEMORANDUM

Date: May 15, 2020
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Hire Contractor to create Historic Ghost Mural – 79 Sherman Street

The Historic Preservation Commission entered 79 Sherman Street, "J. Hattenbach The Grocer" Mural into the Historic Ghost Mural Easement Program on Wednesday, March 25, 2020.

Historic Preservation funds are responsible for 100% of the restoration costs based on competitive quotes as well as securing necessary permits and managing the project. The owner of the building will be responsible for maintaining the ghost mural when complete per the conservation easement.

This office has obtained a quote from an experienced artist named Sunset Regal to reproduce the ghost mural to 65 - 70% of the "J. Hattenbach The Grocer" mural located on the top left side of the building per historic photographic evidence. (attached)

The Historic Preservation Commission has reviewed the proposal at the May 13, 2020 meeting and recommends the City Commission hire Sunset Regal to reproduce the ghost mural of the "J. Hattenbach The Grocer" mural for a cost not to exceed \$5,350.00.

Recommend Motion: *Move to hire Sunset Regal to reproduce the ghost mural of the "J. Hattenbach The Grocer" mural for a cost not to exceed \$5,350.00.*

From: [DR](#)
To: [Kevin Kuchenbecker](#); [Bonny Anfinson](#); [Melissa Starck](#)
Subject: REVISED Bid: Jacobs Brewhouse Mural
Date: Friday, May 8, 2020 9:17:24 AM

REVISED Artist Wall Mural Painting Proposal - Jacobs
Brewhouse/Deadwood, SD

Date: May 8, 2020

Artist: Sunset Regall

Phone: 530-521-7984

Address: 1000 Cordova Pl, Box 272, Santa Fe, NM, 87505

Website: artbysunset.com

Email: sunset@artbysunset.com

Alt. email: sunssette@gmail.com

Description: Client wishes to enhance their exterior wall space with artwork in the form of mural/signage painted by Sunset (artist).

Goal: To reproduce original wall signage as in vintage photos provided by client. Original wording. Ghost sign elements.

Distressed/ weathered dark background and light mortar.

(see attached lettering mock-up)

Price Breakdown:

*Design reproduced on pounce pattern – \$300. Wall Mural approx. 35' x 15'. Surface is ready-to-paint.

*Paint Materials: \$600.00

*Boom lift rental: \$1000.00/wk

*Labor: \$2700.00

*Artist mileage and lodging: \$750.00

PRICE: \$5350.00

Checks should be made out to Murals By Sunset.

Thank you for your consideration!

With Appreciation,

Sunset

500" x 30"

J. HATTENBACH THE GROCER

**CIGARS AND
TOBACCO**

150" x 55:
Letters 22 In Tall



**TEAS AND
COFFEE**

106" x 55"



**FRUIT AND
Vegetables**

114" x 62"



6H

426 POLICE SUPPLIES \$23,400

This line item is used for officer uniform and equipment allowances (\$650/Full-time Officer), Reserve and Part-time officer uniforms, office supplies, ammunition, printed forms and citations, drug test kits, evidence and forensic supplies etc... Unchanged from last years request.

427 POLICE TRAVEL \$37,305

The travel budget is used primarily for the purchase of gasoline to fuel the department's patrol and specialty vehicles. In addition, funds are used to reimburse officers for out-of-pocket expenses and/or lodging costs when they travel to various training opportunities throughout the region. The police department's share for repairs, maintenance and upgrades of the city gas pumps is also paid from this fund.

434 POLICE EQUIPMENT \$48,500

I am requesting the following list of equipment to be purchased during the 2020 budget cycle:

- New patrol vehicle and needed equipment (light bar, RADAR, camera etc...) \$43,500
- Computer Hardware \$5000

435 POLICE FURNITURE \$2,000

This line item is used to purchase office furniture for the police department. Funds are used to cover unplanned purchases as items fall into disrepair or unforeseen needs are encountered

TOTAL REQUEST \$1,470,031

2020 Durango Pursuit
\$32,448 approved on 12/16/19
for 2020
budget

\$ 11,052 will be for
equipment

Need Commission
approval

LIGHT AND SIREN

PO Box 90846
SIOUX FALLS SD 57109
1-800-778-7623

Invoice

| Date | Invoice # |
|----------|-----------|
| 5/4/2020 | 14806 |

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| Bill To |
| DEADWOOD POLICE DEPT 100 SHERMAN STREET DEADWOOD SD 57732 |

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| Ship To |
| DEADWOOD POLICE DEPT 100 SHERMAN STREET DEADWOOD SD 57732 |

| P.O. Number | Terms | Rep | Ship | Via | F.O.B. | Project |
|-------------|-------------------|--|-----------|------------|------------------|----------|
| | Net 30 | | 2/26/2020 | UPS GROUND | | |
| Quantity | Item Code | Description | | | Price Each | Amount |
| 1 | ETSA481RSP | enrgy 400, 100 Watt, REMOTE -Siren/Lightbar/ Arrow Controller | | | 495.00 | 495.00 |
| 1 | ETSS100N | 100 WATT Composite Corrosion resistant Speaker | | | 185.00 | 185.00 |
| 1 | 5ENF48-SD.PR-D... | EOS QE:018352 ENF48 SD PRIME LED LIGHTBAR. 6 TD. 2 ALLEYS. 2 AMBER FRONT CORNER FLASHERS, REAR TRI-COLOR WARNING-ARROW. 4 SIDE SCENE LIGHTS. 2-TRI-COLOR FRONT CORNER HEADS. 2 DUAL COLOR REAR CORNER HEADS. 4 HEAD TRI-COLOR TRAFFIC DIRECTOR. 3 RED/WHITE DUAL COLOR DRIVER SIDE FORWARD LIGHTHEADS. 3 BLUE/WHITE DUAL COLOR PASS SIDE FORWARD LIGHTHEADS. ALL FRONT SIDE AND REAR LIGHTHEADS ON DRIVER SIDE OF BAR ARE COMBINATION OF RED, RED/WHITE AND RED/AMBER. ALL LIGHTHEADS ON PASSENGER SIDE OF BAR ARE COMBINATION OF BLUE, BLUE/WHITE AND BLUE/AMBER. HK: SPECIFY VEHICLE HERE: 2017 DODGE DURANGO. | | | 1,986.00 | 1,986.00 |
| 1 | PK0439DUR11 | 10VS Recessed Panel Uncoated Polycarbonate | | | 665.00 | 665.00 |
| 1 | PK0123DUR112... | #12VS 2ND EXPANDED METAL PARTITION. 11-15 DURANGO | | | 385.00 | 385.00 |
| | | | | | Subtotal | |
| | | | | | Sales Tax (0.0%) | |
| | | | | | TOTAL DUE | |
| | | | | | Payments/Credits | |
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LIGHT AND SIREN

PO Box 90846
SIOUX FALLS SD 57109
1-800-778-7623

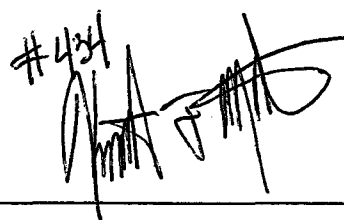
Invoice

| Date | Invoice # |
|----------|-----------|
| 5/4/2020 | 14806 |

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| Bill To |
| DEADWOOD POLICE DEPT 100 SHERMAN STREET DEADWOOD SD 57732 |

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| Ship To |
| DEADWOOD POLICE DEPT 100 SHERMAN STREET DEADWOOD SD 57732 |

| P.O. Number | Terms | Rep | Ship | Via | F.O.B. | Project |
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| | Net 30 | | 2/26/2020 | UPS GROUND | | |
| Quantity | Item Code | Description | | | Price Each | Amount |
| 1 | GK10301S1UHK... | Dual T-Rail Mount 1 Small, 1 Universal XL, Handcuff Key Override | | | 385.00 | 385.00 |
| 1 | BK2166DUR11 | 2011 + DODGE DURANGO: PB450L2 WITH 2 BUILT-IN SOUND OFF MPOWER LIGHTS. DRIVER SIDE RED/PASSENGER SIDE BLUE. | | | 650.00 | 650.00 |
| 1 | PNFLBF** | PNFLBF14- DODGE DURANGO HOOK KIT FOR NFORCE /MAGNUM/FLEET LIGHTBAR. | | | 0.01 | 0.01 |
| 1 | SHIPPING | SHIPPING AND INSURANCE FEES | | | 155.00 | 155.00 |
| 1 | SHIPPING | SHIPPING AND INSURANCE FEES | | | 35.00 | 35.00 |
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Additional Invoices to follow

| | |
|-------------------------|------------|
| Sales Tax (0.0%) | \$0.00 |
| TOTAL DUE | \$4,941.01 |
| Payments/Credits | \$0.00 |
| Balance Due | \$4,941.01 |

6J

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|----------------|----------|
| LOAN NUMBER: | #2020-01 |
| DUE DATE: | _____ |
| RENEWED UNTIL: | _____ |
| RETURNED: | YES/NO |

LOAN AGREEMENT FOR USE OF CITY OF DEADWOOD PROPERTY

THIS AGREEMENT is made and entered into on this ____ day of _____, 2020, by and between the City of Deadwood and the Deadwood Historic Preservation Commission, herein after referred to as "DEADWOOD," and North Dakota Historical Society - Chateau de Mores State Historic Site (NDHS) located at 3426 Chateau Rd. Medora, ND 58645, hereinafter referred to as "PERMITEE."

1. The purpose of this Agreement is to set forth the terms and conditions under which DEADWOOD grants permission and loans to PERMITEE to use the following property owned by DEADWOOD.
2. A description of the property for which permission is granted is as follows: 8 panel traveling exhibit (3 x 6') on the friendship between Theodore Roosevelt and Seth Bullock.
3. The purpose for which PERMITEE is using the above-described premises is as follows: "Exhibition."
4. PERMITEE agrees to handle, package, and ship or transport the objects and/or collections (and pay for same) in a manner that protects it from breakage, loss, deterioration, and contamination.
5. Permission for the above use at the above-described location is permitted from May 18, 2020 until September 11, 2020.
6. PERMITEE specifically acknowledges and agrees that it shall be solely responsible for any damage to the property loaned pursuant to this Agreement.

7. The Deadwood City Archivist shall administer and supervise use of City of Deadwood premises pursuant to this Agreement and all PERMITEES shall contact such Official with respect to all matters and questions concerning this Agreement. This Agreement is subject to approval by, and shall be effective upon approval by, the Deadwood City Commission. Any extensions of the term of this agreement must be approved by the Deadwood City Commission.

8. Within twenty-four hours of discovery, the PERMITTEE will be notify DEADWOOD of instances or circumstances surrounding any loss of, damage to, or destruction of the materials and will at the direction of DEADWOOD take steps to fix the damaged materials.

9. PERMITTEE also further understands and agrees that the property shall not be repaired, restored, cleaned, or altered in any way whatsoever,

10. All loaned materials shall not leave custody of the PERMITTEE without written permission of DEADWOOD.

11. The Deadwood Historic Preservation office will review, make suggestions, and approve the final exhibition specifically regarding the 8 panel traveling exhibit (3 x 6') on the friendship between Theodore Roosevelt and Seth Bullock.

12. PERMITTEE agrees to provide DEADWOOD with two (2) copies of any photographs, published articles, materials, etc. generated as a result of the loan.

13. PERMITTEE agrees to acknowledge and credit DEADWOOD in any use or photographs or exhibits or publications resulting from the loan. The credit line shall read as follows: *"Courtesy of the City of Deadwood and the Deadwood Historic Preservation Commission."*

14. Upon termination of this agreement, PERMITTEE agrees to properly package and transport the said property listed above back to DEADWOOD. Damage inflicted by inadequate packaging will be at the expense of the PERMITTEE.

15. Either party may terminate this agreement, effective not less than five (5) days after receipt by the other party of written notice, without further liability to either party.

16. PERMITTEE shall maintain adequate insurance against any loss of any property subject to this loan.

17. PERMITTEE shall provide DEADWOOD a copy of such insurance policy prior to the loan being made.

Dated this ____ day of _____, 2020.

CITY OF DEADWOOD

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

ATTEST:

Jessica McKeown
City Finance Officer

Dated this ____ day of _____, 2020.

NORTH DAKOTA HISTORICAL SOCIETY

By: _____
(SIGNATURE)

(PRINTED NAME)

(TITLE)

State of South Dakota)
) SS
County of _____)

On this _____ day of _____, 2020, before me, the undersigned officer,
personally appeared _____, _____ of North Dakota
Historical Society, known to me to be the person whose name is subscribed to the foregoing
instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires: _____

LoK

Jessica McKeown

From: Northern Hills Alliance for Children <director@nhfirststep.com>
Sent: Wednesday, May 13, 2020 3:19 PM
To: Jessica McKeown
Subject: Funds disbursement for Northern Hills Alliance for Children

Hello, Jessica,

Please consider this email the official request for disbursement of the \$3500 budget allocation to Northern Hills Alliance for Children for 2020. Please let me know if you need any more information, or if the allocation amount is different.

Thanks so much,

Anne

Anne Rogers-Popejoy, Administrator
Northern Hills Alliance for Children
First Step Childcare Center & Preschool
753 Main Street, Deadwood SD 57732
Phone: 605-559-2007
Fax: 605-559-2012
www.nhfirststep.com



SOUTH DAKOTA DEPARTMENT OF AGRICULTURE

WILDLAND FIRE DIVISION

3305 West South Street

Rapid City, SD 57702

Phone: 605.393.8011 Fax: 605.393.8044

wildlandfire.sd.gov



May 15, 2020

Dear Chief,

Congratulations! Your fire department has been awarded a Volunteer Fire Assistance (VFA) grant.

Enclosed are the following documents:

1. The South Dakota Department of Agriculture Wildland Fire Division Cooperative Fire Assistance Sub-Recipient Agreement;
2. The Authority to Sign document (can list more than one person);
3. A South Dakota W-9 form; and
4. The project billing statement.

The Cooperative Fire Assistance Agreement, W-9 form, and Project Billing Statement can only be signed by the person(s) listed on the Authority to Sign document. Be sure to keep a copy of the agreement for your files.

Instructions for compliance and receipt of funds are below:

- Sign the agreement and add your tax ID number.
- Return the signed agreement and the Authority to Sign document to the address below. **(The agreement must be signed and returned by June 30, 2020. Late agreements will not be accepted.) These must be mailed through the US Postal service. No email copies will be accepted.**
- Proceed with purchases and/or projects proposed in the grant application.
- Upon completion of the purchases and/or projects for the full grant amount, complete the project billing statement. No partial payment of grant funds will be processed.
- Complete the W-9 form and enclose with the completed project billing statement.
- Include copies of invoices and receipts for goods purchased with the completed project billing statement. Invoice(s) total must match the billing statement.
- Mail all required documentation (W-9, Billing Statement, and Invoice copies) to:

SDDA Wildland Fire Division

Attn: VFA Grant

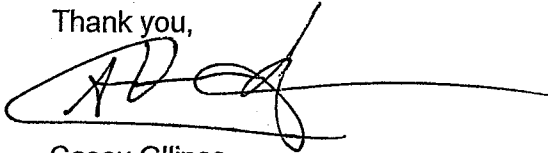
3305 West South Street

Rapid City, SD 57702

*****This year you will have until March 30, 2021 to complete the project and submit the completed paperwork.*****

If you have any questions, please contact Casey Glines at casey.glines@state.sd.us or 393.8011. **If all or part of your project is for wildland PPE or equipment, contact Tamara Dierks at tamara.dierks@state.sd.us. Many times she can order the equipment off federal contract at a substantial savings to you. The catalog and current pricelist for the Wildland Fire Protection Program can be found at <https://www.fedmall.mil/index.html> under Self Help in the bottom right corner of the website.**

Thank you,

A handwritten signature in black ink, appearing to read 'Casey Glines', with a long horizontal line extending to the right.

Casey Glines
Assistant Fire Management Officer
Enclosures: 4

2021VFA-18-23



**STATE OF SOUTH DAKOTA
DEPARTMENT OF AGRICULTURE
DIVISION OF WILDLAND FIRE**

**COOPERATIVE FIRE ASSISTANCE
Sub-Recipient Agreement**



Deadwood Volunteer Fire Department
Attn: Jason Rakow
737 Main Street
Deadwood, SD 57732

State of South Dakota
Department of Agriculture
DIVISION OF WILDLAND FIRE
3305 West South Street
Rapid City, SD 57702

Referred to as Sub-Recipient

Referred to as State

The State and Sub-Recipient hereby enter into this Agreement for a grant award of Federal financial assistance to Sub-Recipient.

A. REQUIRED AUDIT PROVISIONS FOR GRANT AWARDS

1. FEDERAL AWARD IDENTIFICATION

Upon execution of this Agreement, an award to the Deadwood Volunteer Fire Department, in the amount of \$4815.55, is granted. These funds are granted to the State of South Dakota under the authority of the Cooperative Forestry Assistance Act of July 1, 1978 (P.L. 95-313, 92 Stat. 365), as amended. The project called Volunteer Fire Assistance has been assigned the following number 2021VFA-18-23.

- a. Sub-recipient's name: Deadwood Volunteer Fire Department
- b. Sub-Recipient's DUNS number and unique entity identifier: 6121000847
- c. Federal Award Identification Number (FAIN): 18-DG-11020000-054
- d. Federal Award Date: 10/01/2018 to 09/30/2022
- e. Sub-award Period of Performance: 05/15/2020 to nine months from said date
- f. Amount of federal funds obligated to the Sub-Recipient by this Agreement:
\$ 4815.55
- g. Total amount of federal funds obligated to the Sub-Recipient: \$ 4815.55
- h. Total amount of the federal award committed to the Sub- Recipient:
- i. The federal award project description, as required to be responsive to the

Federal Funding Accountability and Transparency Act (FFATA), is as follows:
Funds to be used for expenditures for Communications/ PPE.

j. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity: US Forest Service, Region 2, SD Wildland Fire Division, VFA Grant, 3305 W. South Street, Rapid City, SD 57702. Phone 605-393-8011.

k. CFDA No(s) and Name(s): 10.664, Cooperative Forestry Assistance

l. Is the grant award for research and development (R&D)? YES ☐ NO ☒

m. Indirect Cost Rate for federal award:

2. PERIOD OF PERFORMANCE OF THIS AGREEMENT:

This Agreement shall be effective on 05/15/2020 and be effective for nine months from said date, unless sooner terminated pursuant to the terms hereof.

3. SCOPE OF WORK AND PERFORMANCE PROVISIONS (add an addendum if needed; if an addendum is used it is incorporated herein):

- a. The Sub-Recipient will undertake and complete the work or performance described as: Expenditures for Communications/ PPE.
- b. If the State will undertake or complete any work or performance under this Agreement it is described as follows: N/A

4. BASIS FOR SUBAWARD AMOUNTS:

This grant is made for the purpose of Volunteer Fire Assistance Grant for the purchase of Communications/ PPE.

| | |
|-------------------------------------|------------|
| Amount provided by State/Grantor is | \$ 4815.55 |
| Amount matched by Sub-Recipient | \$ |
| Total Project Amount | \$ 9631.1 |

5. RISK ASSESSMENTS, MONITORING AND REMEDIES

Risk assessments will be ongoing throughout the project period. Sub-Recipient agrees to allow the State to monitor Sub-Recipient to ensure compliance with program requirements, to identify any deficiencies in the administration and performance of the award and to facilitate the same. At the discretion of the State, monitoring may include but is not limited to the following: On-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance and informal monitoring such as email and telephone interviews. As appropriate, the cooperative audit resolution process may be applied.

Sub-Recipient agrees to comply with ongoing risk assessments, to facilitate the monitoring process, and further, Sub-Recipient understands and agrees that the

requirements and conditions under the grant award may change as a result of the risk assessment/monitoring process.

In the event of noncompliance or failure to perform under the grant award, the State has the authority to apply remedies, including but not limited to: temporary withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by Sub-Recipient, debarment, or other remedies including civil and/or criminal penalties as appropriate.

6. RETENTION AND INSPECTION OF RECORDS:

The Sub-Recipient agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, and statistical, fiscal, and other information records necessary for reporting and accountability required by the State. The Sub-Recipient shall retain such records for a period of three years after the date of the submission of the final expenditure report.

If any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. The three year retention period may be extended upon written notice by the State. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition. When records are transferred to or maintained by the Federal awarding agency or the State, the three-year retention requirement is not applicable to the Sub-Recipient. In the event Sub-Recipient must report program income after the period of performance, the retention period for the records pertaining to the earning of the program income starts from the end of Sub-Recipient's fiscal year in which the program income is earned. In the event the documents and their supporting records consist of indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable, the following applies: (1) If submitted for negotiation - If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the State) to form the basis for negotiation of the rate, then the three -year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation - If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the State) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the Sub-Recipient's fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

The State, through any authorized representative, shall have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement and shall have access to personnel of the Sub-Recipient for purposes of interview and discussion related to the records, books, papers and documents. State Proprietary Information, which shall include all information disclosed to the Sub-Recipient by the State, shall be retained in Sub-Recipient's secondary and backup systems and shall remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Sub-Recipient's established record retention policies.

All payments to the Sub-Recipient by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment under this Agreement shall be returned to the State within thirty days after written notification to the Sub-Recipient.

7. AUDIT REQUIREMENTS:

If Sub-Recipient expends \$750,000 or more in federal awards during the Sub-Recipient's fiscal year, the Sub-Recipient must have an audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, by an auditor approved by the Auditor General to perform the audit. On continuing audit engagements, the Auditor General's approval should be obtained annually. Approval of an auditor must be obtained by forwarding a copy of the audit engagement letter to:

Department of Legislative Audit
A-133 Coordinator
427 South Chapelle
% 500 East Capitol
Pierre, SD 57501-5070

If the Sub-Recipient expends less than \$750,000 during any Sub-Recipient fiscal year, the State may perform a more limited program or performance audit related to the completion of the Agreement objects, the eligibility of services or costs, and adherence to Agreement provisions.

Audits shall be completed and filed with the Department of Legislative Audit by the end of the 3rd month following end of the fiscal year being audited.

For either an entity-wide, independent financial audit or an audit under 2 CFR Part 200 Subpart F, the Sub-Recipient shall resolve all interim audit findings to the satisfaction of the auditor. The Sub-Recipient shall facilitate and aid any such reviews, examinations, agreed upon procedures etc., the State or its contractor(s) may perform.

Failure to complete audit(s) as required, including resolving interim audit findings, will result in the disallowance of audit costs as direct or indirect charges to programs. Additionally, a percentage of awards may be withheld, overhead costs may be disallowed, and/or awards may be suspended, until the audit is completely resolved.

The Sub-Recipient shall be responsible for payment of any and all audit exceptions which are identified by the State. The State may conduct an agreed upon procedures engagement as an audit strategy. The Sub-Recipient may be responsible for payment

of any and all questioned costs, as defined in 2 C.F.R. 200.84, at the discretion of the State.

Notwithstanding any other condition of the Agreement, the cooperative audit resolution process applies, as appropriate. The books and records of the Sub-Recipient must be made available if needed and upon request at the Sub-Recipient's regular place of business for audit by personnel authorized by the State. The State and/or federal agency has the right to return to audit the program during performance under the grant or after close-out, and at any time during the record retention period, and to conduct recovery audits including the recovery of funds, as appropriate.

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

8. SUB-RECIPIENT ATTESTATION

By signing this Agreement, Sub-Recipient attests to the following requirements as set forth in SDCL § 1-56-10:

- a. A conflict of interest policy is enforced within the recipient's or sub-recipient's organization;
- b. The Internal Revenue Service Form 990 has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on the recipient's or sub-recipient's website;
- c. An effective internal control system is employed by the recipient's or sub-recipient's organization; and
- d. If applicable, the recipient or sub-recipient is in compliance with the federal Single Audit Act, in compliance with § 4-11-2.1, and audits are displayed on the recipient's or sub-recipient's website.

Sub-Recipient further represents that any and all concerns or issues it had in complying with the foregoing attestations were provided to the State and resolved to their satisfaction prior to signing this Agreement.

In the event of a significant change in the conflict of interest policy, sub-recipient agrees to provide immediate notice of such change to the State, and provide a copy of the new conflict of interest policy. Sub-recipient understands that any change in the conflict of interest policy may result in a change in their monitoring or other performance requirements under the grant and expressly agrees to comply with those changes and to facilitate any additional monitoring as required by the State.

9. CLOSEOUT

- a. For purposes of this Agreement, "Date of Completion" shall mean the date when the Agreement expires pursuant to its terms or is terminated in accordance with paragraph 60 days.

- b. The Sub-Recipient shall submit a final financial report to the State. Within the limits of the Agreement amount, the State may make upward or downward cost adjustments on the basis of the information contained in the report. Agreement obligations will remain in force until all final reports are reviewed and approved by the State.
- c. The Sub-Recipient, along with the final financial report, will refund to the State any unexpended funds or unobligated (unencumbered) cash advances.
- d. All outstanding obligations (encumbered funds) which have not been paid out as of the Date of Completion must be liquidated prior to the submission of the final report.
- e. Whether or not audits were conducted during the Agreement term, a final financial and compliance audit may be initiated up to three years after the date the State approves the final financial report.
- f. If either the final financial report or the final audit discloses an overpayment to the Sub-Recipient, the State may, at its option, either require the Sub-Recipient to repay the overpayment to the State or deduct the amount of overpayment from monies due the Sub-Recipient under this Agreement or under any other agreement between the Sub-Recipient and the State.
- g. The Sub-Recipient shall provide, along with the final financial report, a written accounting of property acquired with Agreement funds or received from the State.

B. STANDARD CLAUSES

1. ASSURANCE REQUIREMENTS:

The Sub-Recipient agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. 180), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity as amended by Executive Order 11375 and implementing regulations at 41 C.F.R. part 60, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

2. PROOF OF AUTHORITY TO SIGN:

If the Sub-Recipient is not a natural person, proof of authority to sign granted by the legal entity to the natural person who signs this Agreement on behalf of the legal

entity must be attached as a condition precedent to any obligation by the State of South Dakota under this Agreement. A copy of the resolution of the governing body or minutes of a regular meeting showing approval of the Agreement or an ordinance approving the Agreement and authorizing a named person to sign the Agreement may be used as adequate proof of authority.

3. **COST PRINCIPLES:**

If applicable, Sub-Recipient agrees to comply in full with the administrative requirements and cost principles as outlined in OMB uniform administrative requirements, cost principles, and audit requirements for federal awards – 2CFR Part 200 (Uniform Administrative Requirements).

4. **TERMINATION:**

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Sub-Recipient breaches any of the terms or conditions hereof, this agreement may be terminated by the State for cause at any time, with or without notice. Upon termination of this agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

5. **FUNDING:**

This contract depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

6. **ASSIGNMENT AND AMENDMENT:**

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

7. **CONTROLLING LAW:**

This Contract shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

8. **SUPERCESSION:**

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

9. SEVERABILITY:

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

10. NOTICE:

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Sub-Recipient, or such authorized designees as either party may from time to time designate in writing. ~~Notices or communications to or between the parties shall be deemed to have been~~ delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

11. SUBCONTRACTORS/SUB-SUB-RECIPIENTS:

The Sub-Recipient will not use subcontractors or other sub-recipients to perform work under this Agreement without the express prior written consent from the State. The State reserves the right to complete a risk assessment on any proposed sub-contractor or sub-recipient and to reject any person or entity presenting insufficient skills or inappropriate behavior.

The Sub-Recipient will include provisions in its subcontracts or sub-grants requiring its subcontractors and sub-recipients to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Sub-Recipient will cause its subcontractors, sub-recipients, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors and sub-recipients. The Sub-Recipient is required to assist in this process as needed.

12. STATE'S RIGHT TO REJECT

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

13. CONFLICT OF INTEREST:

Sub-Recipient agrees to establish safeguards to prohibit any employee or other person from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing and approved, in writing, by the State. In the event of a conflict of interest, the Sub-Recipient expressly agrees to be bound by the conflict of interest resolution process set forth in SDCL § 5-18A-17 through 5-18A-17.6.

14. TERMS:

By accepting this Agreement, the Sub-Recipient assumes certain administrative and financial responsibilities. Failure to adhere to these responsibilities without prior written approval by the State shall be a violation of the terms of this Agreement, and the Agreement shall be subject to termination.

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:

Sub-Recipient certifies, by signing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or any state or local government department or agency. Sub-Recipient further agrees that it will immediately notify the State if during the term of this Agreement it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

C. AGENCY OR GRANT SPECIFIC CLAUSES

1. PROPERTY MANAGEMENT STANDARDS:

The Sub-Recipient agrees to observe Federal Government uniform standards governing the utilization of property whose cost was charged to a project supported by a Federal grant.

2. TECHNICAL ASSISTANCE:

The State agrees to provide technical assistance regarding the State's rules, regulations and policies to the Sub-Recipient and to assist in the correction of problem areas identified by the State's monitoring activities.

3. LICENSING AND STANDARD COMPLIANCE:

The Sub-Recipient agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this agreement. The Sub-Recipient will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Sub-Recipient's failure to ensure the safety of all individuals served is assumed entirely by the Sub-Recipient.

4. WORK PRODUCT:

Sub-Recipient hereby acknowledges and agrees that all reports, plans, specifications, technical data, drawings, software system programs and documentation, procedures, files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, state proprietary information, state data, end user data, Personal Health Information as defined in 45 CFR 160.103, and all information contained therein provided to the State

by the Sub-Recipient in connection with its performance of service under this Agreement shall belong to and is the property of the State and will not be used in any way by the Sub-Recipient without the written consent of the State.

Paper, reports, forms software programs, source code(s) and other materials which are a part of the work under this Agreement will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the State, the State none the less reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Sub-Recipient agrees to return all information received from the State to State's custody upon the end of the term of this contract, unless otherwise agreed in a writing signed by both parties.

5. HOLD HARMLESS:

The Sub-Recipient agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Sub-Recipient to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

6. INSURANCE:

Before beginning work under this Agreement, the Sub-Recipient shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. The Sub-Recipient, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits listed below. In the event of a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Sub-Recipient agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Sub-Recipient shall furnish copies of insurance policies if requested by the State.

a. Commercial General Liability Insurance:

The Sub-Recipient shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

b. Business Automobile Liability Insurance:

The Sub-Recipient shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

c. Worker's Compensation Insurance:

The Sub-Recipient shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

d. Professional Liability Insurance:

The Sub-Recipient agrees to procure and maintain professional liability insurance with limit not less than \$1,000,000.

7. CONFIDENTIALITY OF INFORMATION:

For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Sub-Recipient by the State. Sub-Recipient acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Sub-Recipient shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or consultants except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Sub-Recipient is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Sub-Recipient shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Sub-Recipient; (ii) was known to Sub-Recipient without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Sub-Recipient without the benefit or influence of the State's information; (v) becomes known to Sub-Recipient without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Sub-Recipient understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State of the information disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the agreement except as required by applicable law or as necessary to carry out the terms of the agreement or to enforce that party's rights under this agreement. Sub-Recipient acknowledges that the State and its agencies are public

entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws, including but not limited to posting this Agreement on the State's website. If work assignment performed in the course of this Agreement required security requirements or clearance, the Sub-Recipient will be required to undergo investigation.

Sub-recipient acknowledges that the State shares general information, including performance information, about Sub-recipient among and between other State agencies upon request of such agencies for the purpose of making determinations of the risk involved with potential, subsequent grant awards and for other purposes. Sub-recipient expressly consents and agrees to such uses by the State.

8. *When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").*
9. *Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).*
10. *If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.*

AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

Sub-Recipient

Date

Print Name



State – Casey Glines, Assistant Fire Management Officer, SD
Wildland Fire Division

5/11/20
Date

State Agency Coding:

CFDA# 10.664

Company 2019

Account 52060300

Center Req

Center User 0311180027

06

Dollar Total 4815.55

State Program Contact Casey Glines
Person

Phone 605-393-8011

State Fiscal Contact Person Division Finance Officer

Phone 605-393-8011

Sub-Recipient Program Contact Jason Rakow,
Person

Phone 605-578-1212

Sub-Recipient Fiscal Email jason@jasonrakowconstruction.com
Address

Exhibit A

**SOUTH DAKOTA
DEPARTMENT OF AGRICULTURE
COOPERATIVE FIRE ASSISTANCE
GRANT AGREEMENT
Federal Grant #: 18-DG-11020000-054**

| | | |
|--|--|---|
| Recipient: Deadwood Volunteer Fire Department Attn: Jason Rakow Address: 737 Main Street Deadwood SD 57732 | Award Amount: \$4815.55 | Grant Number: 2021VFA-18-23 |
| | Date of Award: 05/15/2020 | Total Project Cost: \$9631.1 |
| Certifying Officer (Club Leader. or Co. Ext. Agent) – Name, Title, Address, Phone Number: Jason Rakow 605-578-1212 | Federal Tax ID Number: | |
| | DUNS Number: 6121000847 | |
| | County: Lawrence | CFDA #: 10.664 Cooperative Forestry Assistance |
| Project Description: Communications/ PPE Items listed here do not qualify: | | |
| Award Conditions: <p>General: The grantee covenants and agrees that it will expeditiously initiate and timely complete the project above described in accordance with this agreement within nine months or less from 05/15/2020. The grantee warrants, represents, and agrees that it will comply: (1) with all applicable provisions of state and federal law; (2) with any special conditions set forth in this agreement; and (3) with the Assurances, Terms, and Conditions set forth in related grant records for the funding provided herein.</p> <p>Special: (1) Prior to drawdown of grant funds, all documents required by the grant program shall be submitted to the department.</p> | | |
| <p>State: The State of South Dakota in cooperation with the USDA Forest Service awards to Deadwood Volunteer Fire Department in the amount of 50% of the project cost or \$4815.55, whichever is less, for the support of the approved project as described above. Reimbursement to be at completion of project and upon sending copies of all receipts, a completed Project Billing Statement, and a completed W-9 form to the Department of Agriculture, SD Wildland Fire Division, Attn: Rural Fire Assistance, 3305 West South Street, Rapid City, SD 57702.</p> <p>Date 05/15/2020</p> | | |

Authority to Sign Appointment:

We, _____, hereby appoint _____ to sign, on our behalf, any documents related to the South Dakota Department of Agriculture Wildland Fire Division Volunteer Fire Assistance Grant Agreement. We knowingly enter the agreement with the State of South Dakota with this signature.

Motion made by: _____

Seconded by: _____

Passed on: _____

Appointee agrees by signing: _____ Date: _____

**NOTICE OF PUBLIC HEARING
APPLICATION FOR
RETAIL (ON –OFF SALE) MALT BEVERAGE AND
RETAIL (ON –OFF SALE) WINE LICENSE**

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 May 18, 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:

1 – Retail (on-off sale) Malt Beverage:

Midnight Star LLC, 677 Main Street, 629 Main Street, Lot 6 and 7, Block 18, Original Town, City of Deadwood, Lawrence County, South Dakota.

1 – Retail (on-off sale) wine:

Midnight Star LLC, 677 Main Street, 629 Main Street, Lot 6 and 7, Block 18, Original Town, City of Deadwood, Lawrence County, South Dakota.

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 4th day of May, 2020

CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Publish: B.H. Pioneer – May 7, 2020

For any public notice that is published one time:

Published once at the total approximate cost of _____.

OFFICE OF
Planning & Zoning
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-5084



"The Historic City of the Black Hills"
Deadwood, South Dakota 57732

TRENT MOHR
Building Inspector
Dept. of Planning & Zoning
Telephone: (605) 578-2082
Fax: (605) 578-2084

MEMORANDUM

Date: May 6, 2020
To: Mayor Dave Ruth Jr. and Jeramy Russell, Zoning Administrator
Re: Appointments to the Board of Appeals

Gentlemen, on May 31st of 2019 the terms of two members of the Board of Appeals expired. Those members are Mike Albertson of Alberston Engineering and Jenn Johnson, an architect with Black Hills Energy. I have spoken to both of them and they are willing to serve another term.

On May 31st 2020 Leroy Stuen's term expires. I have spoken to Vaughn Smith of A-1 Construction and he is willing to serve on the Board of Appeals.

I am recommending that Mike Albertson, Jenn Johnson, and Vaughn Smith be appointed with their terms commencing on June 1st 2020 and expiring May 31st 2023.

Appointments to the Board of Appeals are made by the Mayor and approved by the City Commission.

Respectfully Submitted,

Trent Mohr
Building Inspector

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

TEMPORARY CONSTRUCTION EASEMENT

THIS **EASEMENT** is made and entered into this ____ day of _____, 2020, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "**GRANTEE**," James A. Mikla and Christine J. Mikla hereinafter referred to as "**GRANTORS**."

Grantors, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantors for the purpose of constructing a retaining wall work at 30 Adams St.

The real estate subject to the temporary construction easement is specifically described and/or depicted as follows:

Lots 1, 2, 3, 4, and 5, Block 59, Original Town, City of Deadwood, according to P.L. Rogers Map, and 20' vacated Adams Street and 20' vacated Jackson Street, adjoining said lots, all located in the City of Deadwood, Lawrence County, South Dakota.

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence county Register of Deeds, Deadwood, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantors as necessary to access the western boundary of the property; and the right to use so much of the adjoining premises of Grantors during construction of a retaining wall and surface work at 30 Adams St. and storage of construction equipment as may be required to permit the operation of construction machinery and equipment. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof and restore Grantors' property to its original condition or better, as of the date of this document.

It is the intention of the parties hereto that Grantors are hereby conveying the uses herein specified without divesting themselves, their heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere

with or endanger the construction of the retaining wall and trail surface, and provided further that no structure shall be constructed on the easement without written permission from Grantee.

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by Grantee's failure to use due care in its exercise of the granted right unless such damage is a result of structures being placed on the easement without Grantee's permission.

The right, privilege, and easement granted by this Temporary Construction Easement will expire upon 120 days or the completion and inspection of construction, and the performance of the City of Deadwood as set out in this instrument, whichever is first.

[signatures and acknowledgements on following pages]

GRANTEE
CITY OF DEADWOOD:

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

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF LAWRENCE)

ACKNOWLEDGMENT

On this, the ____ day of _____, 2020, before me, the undersigned officer, personally appeared David R. Ruth, Jr. who acknowledged being Mayor, City of Deadwood, and that as such and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

(SEAL)

Notary Public
My commission expires: _____

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

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this ____ day of _____, 2020, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," Fred I. Ormiston and Natali Ormiston hereinafter referred to as "GRANTORS."

Grantors, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantors for the purpose of constructing a retaining wall work at 38 Jefferson.

The real estate subject to the temporary construction easement is specifically described and/or depicted as follows:

Lots Three (3), Four (4) and Five (5) in Block Fifty-five (55) and 20' vacated Adams Street adjoining said lots, according to the map of P.L. Rogers of the City of Deadwood, Lawrence County, South Dakota.

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence county Register of Deeds, Deadwood, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantors as necessary to access the western boundary of the property; and the right to use so much of the adjoining premises of Grantors during construction of a retaining wall and surface work at 38 Jefferson and storage of construction equipment as may be required to permit the operation of construction machinery and equipment. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof and restore Grantors' property to its original condition or better, as of the date of this document.

It is the intention of the parties hereto that Grantors are hereby conveying the uses herein specified without divesting themselves, their heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction of the retaining wall and trail surface, and provided further that no structure shall be constructed on the easement without written permission from Grantee.

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by Grantee's failure to use due care in its exercise of the granted right unless such damage is a result of structures being placed on the easement without Grantee's permission.

The right, privilege, and easement granted by this Temporary Construction Easement will expire upon 120 days or the completion and inspection of construction, and the performance of the City of Deadwood as set out in this instrument, whichever is first.

[signatures and acknowledgements on following pages]

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first written above.

GRANTORS
LANDOWNERS:

Fred I. Ormiston

Natali Ormiston

STATE OF _____)
COUNTY OF _____)ss

ACKNOWLEDGMENT

On this, the ____ day of _____, 2020, before me, the undersigned officer, personally appeared Fred I. Ormiston who acknowledged that he is the owner of above referenced property, and executed the foregoing instrument for the purposes therein.

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

(SEAL)

Notary Public
My commission expires: _____

STATE OF _____)
COUNTY OF _____)ss

ACKNOWLEDGMENT

On this, the ____ day of _____, 2020, before me, the undersigned officer, personally appeared Natali Ormiston who acknowledged that she is the owner of above referenced property, and executed the foregoing instrument for the purposes therein.

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

(SEAL)

Notary Public
My commission expires: _____

GRANTEE
CITY OF DEADWOOD:

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

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF LAWRENCE)

ACKNOWLEDGMENT

On this, the ____ day of _____, 2020, before me, the undersigned officer, personally appeared David R. Ruth, Jr. who acknowledged being Mayor, City of Deadwood, and that as such and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

(SEAL)

Notary Public
My commission expires: _____

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

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this ____ day of _____, 2020, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, **"GRANTEE,"** Brian S. Safier and Ethan S. Safier hereinafter referred to as **"GRANTORS."**

Grantors, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantors for the purpose of constructing a retaining wall work at 29 Adams St.

The real estate subject to the temporary construction easement is specifically described and/or depicted as follows:

Lot A Block 52, Original Townsite of Deadwood, Located
in the NW1/4 of Section 26, T5N, R3E, B.H.M., City of
Deadwood, Lawrence County, South Dakota.

Subject to any easements, reservation, rights of way and restrictions of
record in the Office of Lawrence county Register of Deeds, Deadwood,
South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantors as necessary to access the western boundary of the property; and the right to use so much of the adjoining premises of Grantors during construction of a retaining wall and surface work at 29 Adams St. and storage of construction equipment as may be required to permit the operation of construction machinery and equipment. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof and restore Grantors' property to its original condition or better, as of the date of this document.

It is the intention of the parties hereto that Grantors are hereby conveying the uses herein specified without divesting themselves, their heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction of the retaining wall and trail surface, and provided further that no structure shall be constructed on the easement without written permission from Grantee.

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by Grantee's failure to use due care in its exercise of the granted right unless such damage is a result of structures being placed on the easement without Grantee's permission.

The right, privilege, and easement granted by this Temporary Construction Easement will expire upon 120 days or the completion and inspection of construction, and the performance of the City of Deadwood as set out in this instrument, whichever is first.

[signatures and acknowledgements on following pages]

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first written above.

GRANTORS
LANDOWNERS:

Brian S. Safier

Ethan S. Safier

STATE OF _____)
COUNTY OF _____)ss

ACKNOWLEDGMENT

On this, the ____ day of _____, 2020, before me, the undersigned officer, personally appeared Brian S. Safier who acknowledged that he is the owner of above referenced property, and executed the foregoing instrument for the purposes therein.

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

(SEAL)

Notary Public
My commission expires: _____

STATE OF _____)
COUNTY OF _____)ss

ACKNOWLEDGMENT

On this, the ____ day of _____, 2020, before me, the undersigned officer, personally appeared Ethan S. Safier who acknowledged that he is the owner of above referenced property, and executed the foregoing instrument for the purposes therein.

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

(SEAL)

Notary Public
My commission expires: _____

GRANTEE
CITY OF DEADWOOD:

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

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF LAWRENCE)

ACKNOWLEDGMENT

On this, the ____ day of _____, 2020, before me, the undersigned officer, personally appeared David R. Ruth, Jr. who acknowledged being Mayor, City of Deadwood, and that as such and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

(SEAL)

Notary Public
My commission expires: _____

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

TEMPORARY CONSTRUCTION EASEMENT

THIS **EASEMENT** is made and entered into this ____ day of _____, 2020, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "**GRANTEE**," Joseph F. Gasper III and Sherree Jean Rich hereinafter referred to as "**GRANTORS**."

Grantors, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantors for the purpose of constructing a retaining wall at 40 Jefferson St.

The real estate subject to the temporary construction easement is specifically described and/or depicted as follows:

Lots 6, 7 and 8 Block 55, and 20' vacated Adams Street recorded in Document No. 80-3600 City of Deadwood, Lawrence County South Dakota.

Lots 6, 7 and 8 Block 59, and 20' vacated Adams Street recorded in Document No. 80-3600 City of Deadwood, Lawrence County South Dakota.

Lot 1 Block 58, City of Deadwood, Lawrence County South Dakota.

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence county Register of Deeds, Deadwood, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantors as necessary to access the western boundary of the property; and the right to use so much of the adjoining premises of Grantors during construction of a retaining wall and surface work at 40 Jefferson St. and storage of construction equipment as may be required to permit the operation of construction machinery and equipment. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof and restore Grantors' property to its original condition or better, as of the date of this document.

It is the intention of the parties hereto that Grantors are hereby conveying the uses herein specified without divesting themselves, their heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction of the retaining wall and trail surface, and provided further that no structure shall be constructed on the easement without written permission from Grantee.

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by Grantee's failure to use due care in its exercise of the granted right unless such damage is a result of structures being placed on the easement without Grantee's permission.

The right, privilege, and easement granted by this Temporary Construction Easement will expire upon 120 days or the completion and inspection of construction, and the performance of the City of Deadwood as set out in this instrument, whichever is first.

[signatures and acknowledgements on following pages]

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first written above.

GRANTORS
LANDOWNERS:

Joseph F. Gasper III

Sherree Jean Rich

STATE OF _____)
)ss
COUNTY OF _____)

ACKNOWLEDGMENT

On this, the ____ day of _____, 2020, before me, the undersigned officer, personally appeared Joseph F. Gasper III who acknowledged that he is the owner of above referenced property, and executed the foregoing instrument for the purposes therein.

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

(SEAL)

Notary Public
My commission expires: _____

STATE OF _____)
)ss
COUNTY OF _____)

ACKNOWLEDGMENT

On this, the ____ day of _____, 2020, before me, the undersigned officer, personally appeared Sherree Jean Rich who acknowledged that she is the owner of above referenced property, and executed the foregoing instrument for the purposes therein.

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

(SEAL)

Notary Public
My commission expires: _____

GRANTEE
CITY OF DEADWOOD:

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

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF LAWRENCE)

ACKNOWLEDGMENT

On this, the ____ day of _____, 2020, before me, the undersigned officer, personally appeared David R. Ruth, Jr. who acknowledged being Mayor, City of Deadwood, and that as such and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

(SEAL)

Notary Public
My commission expires: _____

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

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this ____ day of _____, 2020, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, "GRANTEE," Andrew G. Estoclet hereinafter referred to as "GRANTOR."

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantor for the purpose of constructing a retaining wall work at 26 Adams St.

The real estate subject to the temporary construction easement is specifically described and/or depicted as follows:

Lot 9 in Block 60 of the Original Townsite of Deadwood, Lawrence County, South Dakota, as set out on the P.L. Roger's Map;
and
Lot 10 in Block 60 of the Original Townsite of Deadwood, Lawrence County, South Dakota, as set out on the P.L. Roger's Map and 20 feet of vacated Jackson Street as shown on P.L. Roger's Map.

Subject to any easements, reservation, rights of way and restrictions of record in the Office of Lawrence county Register of Deeds, Deadwood, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the western boundary of the property; and the right to use so much of the adjoining premises of Grantor during construction of a retaining wall and surface work at 26 Adams St. and storage of construction equipment as may be required to permit the operation of construction machinery and equipment. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof and restore Grantor's property to its original condition or better, as of the date of this document.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting themselves, their heirs or assigns, of the right to use and enjoy the above described

premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction of the retaining wall and trail surface, and provided further that no structure shall be constructed on the easement without written permission from Grantee.

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by Grantee's failure to use due care in its exercise of the granted right unless such damage is a result of structures being placed on the easement without Grantee's permission.

The right, privilege, and easement granted by this Temporary Construction Easement will expire upon 120 days or the completion and inspection of construction, and the performance of the City of Deadwood as set out in this instrument, whichever is first.

[signatures and acknowledgements on following pages]

GRANTEE
CITY OF DEADWOOD:

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

STATE OF SOUTH DAKOTA)
)ss
COUNTY OF LAWRENCE)

ACKNOWLEDGMENT

On this, the ____ day of _____, 2020, before me, the undersigned officer, personally appeared David R. Ruth, Jr. who acknowledged being Mayor, City of Deadwood, and that as such and being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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

(SEAL)

Notary Public
My commission expires: _____

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



100
Jeremy Russell
Planning and Zoning Administrator
Telephone (605) 578-2082
jeramyr@cityofdeadwood.com
Fax (605) 578-2084

MEMORANDUM

Date: May 5, 2020
To: Deadwood City Commission
From: Parking & Transportation Committee
Re: Trucano/Broadway Parking Ramp Lease Agreement

The City of Deadwood's Parking and Transportation Committee has received a request from Mike Trucano to waive the payment of \$1,278.00 for his Broadway Parking Structure Lease of 12 parking's spaces in the garage for the month of May. Although Mr. Trucano is current on his payment cycle, the Parking and Transportation Committee feels a solution to Mr. Trucano's request would be to reduce his payment for the month of May 2020 by 50% for a total of \$639.00.

Thank you for your consideration to this matter.

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 NMD Venture, LLC, with a record address of 681 Main, Deadwood, SD 57732, hereinafter referred to as "NMD".

CITY and NMD agree that NMD 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, 2020, through December 31, 2020. The parties acknowledge and agree NMD, 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 NMD 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, NMD agrees to pay to CITY as rent the sum of One Hundred Dollars (\$100.00) for each parking space, plus six and ½ 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 2017, and on the first day of each month following through December, 2017.

The parties acknowledge that the rent to be paid for this lease is a rental amount for a twelve (12) month period, and that NMD is obligating itself to pay these parking fees per space per month for the twelve (12) months without regard to whether or not NMD 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 NMD shall not have access to the parking spaces referenced above, until such time as the account is made current. NMD agrees it is entitled to no further notice under this section.

III.

NMD, 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 GDL 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. GDL agrees it is entitled to no further notice under this section.

IV.

NMD and CITY agree that NMD 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 NMD. NMD 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.

NMD agrees that it is merely renting a space to park a vehicle and that such rent does not include protection of the vehicle. NMD 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. NMD further agrees that if anyone steals or damages its vehicle or anything in its vehicles, that NMD 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 NMD'S vehicles or its contents while parking in the Broadway Parking Structure. NMD 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.

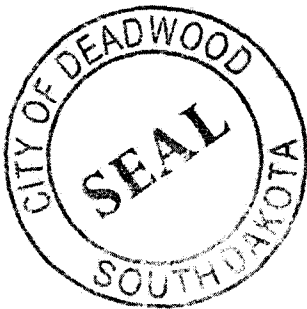
VI.

NMD 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 NMD, and against any loss, damage, or expense resulting from injury to NMD.

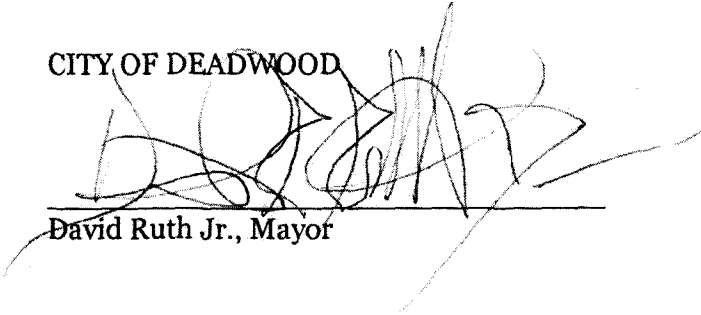
VII.

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

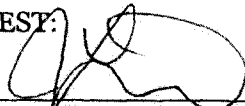
Dated this 16th day of December, 2019.



CITY OF DEADWOOD


David Ruth Jr., Mayor

ATTEST:


Jessica McKeown, Finance Officer

Dated this 31 day of December, 2019.

NMD Venture LLC

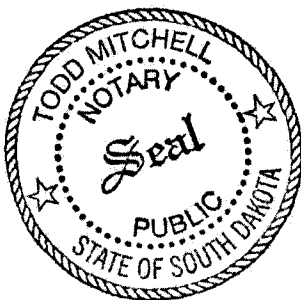
By: Mike Trucano, Member

State of South Dakota)
) SS
County of _____)

On this 31 day of December, 2019, before me, the undersigned officer, personally appeared Mike Trucano, who acknowledged himself to be the Manger of NMD Venture, 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)

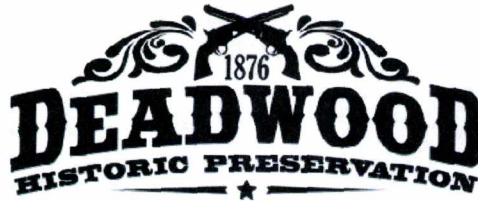


Jodee Mitchell
Notary Public

My Commission Expires: 7-21-2022

105

OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
108 Sherman Street
Telephone (605) 578-2082
Fax (605) 578-2084



KEVIN KUCHENBECKER
Historic Preservation Officer
Telephone: (605) 578-2082
Fax: (605) 578-2084
kevin@cityofdeadwood.com

MEMORANDUM

Date: May 15, 2020
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Trail System Marker posts

The City of Deadwood in partnership with the City of Lead, Northern Hills Recreation Association and the Main Street Initiative have been working on the creation of an urban trail system. Multi-modal trails have been identified in Deadwood, Lead and the surrounding area. These trails will be promoted by creating an informational brochure with map and installing urban trail markers (see attached design plans).

The Deadwood Trail System will consist of nine urban trails of varying lengths and connections. A companion informational brochure and map is being designed and printed by the Northern Hills Recreation Association with funding via Business Improvement District #8. These brochures will be available at the Deadwood and Lead Welcome Centers.

Plans are to install universal directional signage on all nine trails over time to assist in providing a safe and informative hiking experience. The City of Deadwood Historic Preservation Office is requesting permission to purchase 75 eight inch marker sign posts from Wheeler Lumber in Whitewood, SD for a price not to exceed \$8,400.00. This is to be paid out of the Historic Preservation Capital Assets line item under the budgeted wayfinding category.

A copy of the quote and plans of the trail markers are attached for your review.

Recommend Motion: *Move to allow the purchase 75 posts from Wheeler Lumber for a cost not to exceed \$8,400.00 to be paid out of the Historic Preservation Capital Assets line item. (A budgeted item)*



Quotation Date:

2/14/20

Urban Trail Marker Sign Post

| <u>QTY</u> | <u>"</u> | <u>SIZE</u> | <u>'</u> | <u>DESCRIPTION</u> | <u>BOARD FEET EA</u> | <u>PRICE PER MF</u> | <u>PRICE EA</u> | <u>ITEM TOTAL</u> |
|------------|----------|-------------|----------|--|----------------------|---------------------|-----------------|-------------------|
| 75 | 8 | x 8 | x 10 | #1 D.Fir Rgh QNAP <i>Allow 30 days for material</i> | 53.33 | \$2,100.00 | \$112.00 | \$8,400.00 |
| or | | | | | | | | |
| 75 | 8 | x 8 | x 10 | Western Red Cedar Rgh Untreated <i>Allow 45 days for material</i> | 53.33 | \$4,675.00 | \$249.33 | \$18,700.00 |

Total Board Feet: **4,000.00**

Quote prepared by:

Dave Koch

PO Box 8 - Whitewood, SD 57793
Ph. No. 605-269-2215 ext. 17
Fax No. 605-269-2497
Nat'l WATS: 800-843-8304

Customer Information:

City of Deadwood

62 1/2 Dunlop
Deadwood, SD 57732

Attn: Kevin Kuchenbecker

605-578-2082

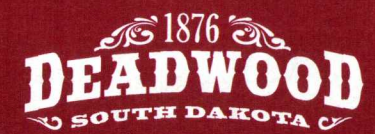
kevin@cityofdeadwood.com

Ship To:

Customer Pickup
Whitewood, SD

Notes:

Above price does not include applicable tax
Above price F.O.B. Whitewood, SD



TRAIL SIGNAGE

Design Intent - Review Set

04/06/2020



ATHENS, OH - 740.592.2420

COLUMBUS, OH - 614.633.4375

RAPID CITY, SD - 605.430.5170

BDTAID.COM

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| 03 Historic Main Street Trail |
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| 08 Presidential Neighborhood Trail |
| 09 White Rocks Trail |
| 10 Powerhouse Park Trail |
| 11 Mickelson Trail |
| 12 Homestake Trail |
| 13 Homestake Trail (cont.) |



417 Kansas City Street
Rapid City, SD 57701
Contact:
Ray Berberich
605-430-5170
rberberich@bdtaid.com



Project:
Trail Signage

Prepared for:
The City of Deadwood
Deadwood, South Dakota

Client Contact:
Kevin Kuchenbecker
Historic Preservation Officer
Department of Planning &
Preservation
605-578-2082 Office
605-641-5568 Mobile
kevin@cityofdeadwood.com

Date: 04/06/2020
Revisions:
-

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Drawn by: RB

Design Intent
Table of Contents



MOUNT ROOSEVELT TOWER
AND PICNIC AREA

DEADWOOD DICK'S
CABIN

TO LEAD

FUTURE AREA FOR
ATV TRAILHEAD

— MAIN TRAIL
- - - ALTERNATE ROUTES



THE CITY OF DEADWOOD IS A NATIONAL HISTORIC LANDMARK. LOCATED
THROUGHOUT THE CITY AND ON MANY TRAILS ARE INTREPRETIVE PANELS.
FOR MORE INFORMATION GO TO WWW.CITYOFDEADWOOD.COM

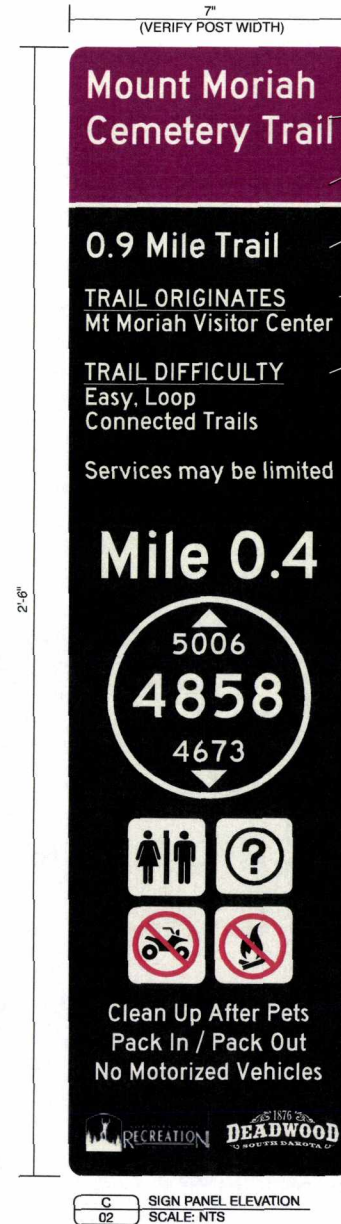
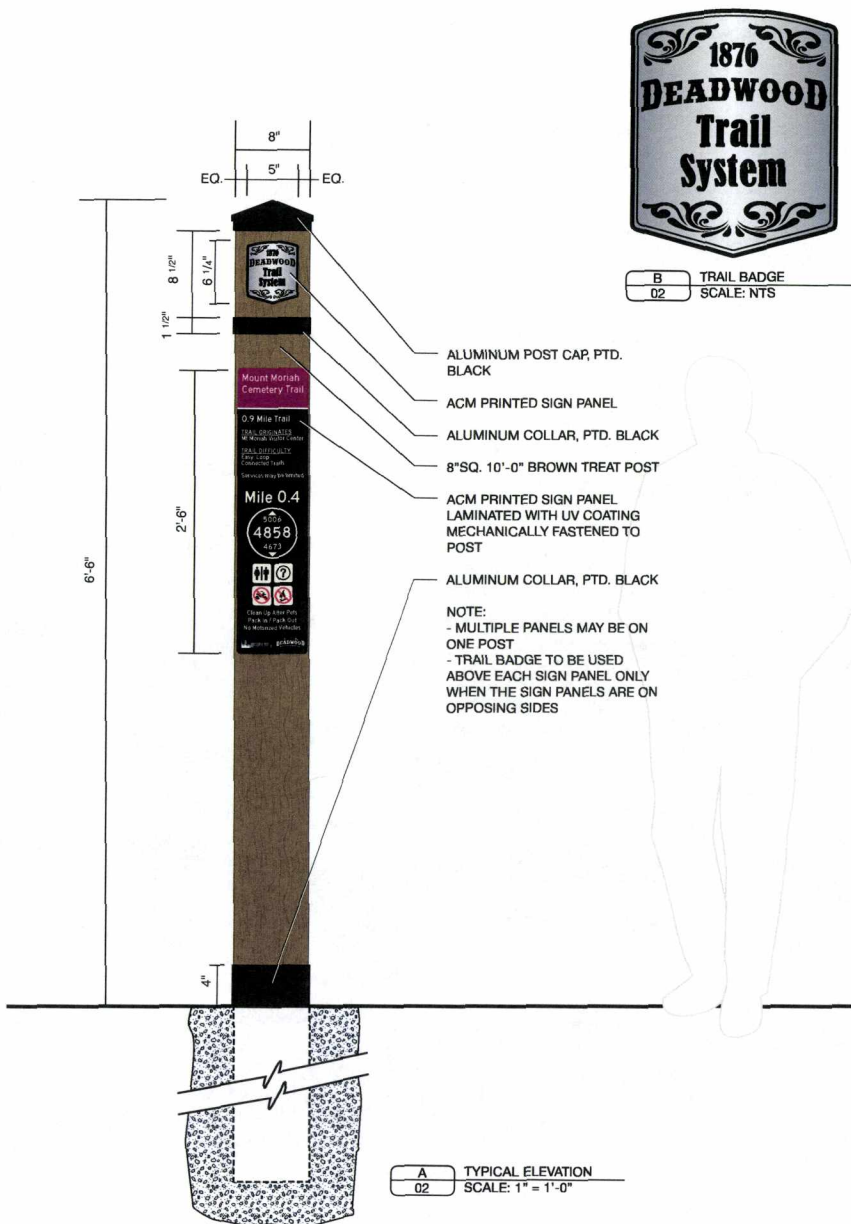
BALL MILL
MINING SITE



DEADWOOD TRAIL SYSTEM

- VC VISITOR CENTER
- P PARKING
- RR RESTROOMS
- TROLLEY STOP
- ★ OUTLAW SQUARE
- CITY STEPS
- PLAYGROUND
- PICNIC AREA
- H HOSPITAL
- FISHING ACCESS
- MT MICKELSON TRAIL MILE MARKER
- CEMETERY

| |
|--|
| HISTORIC MAIN STREET URBAN TRAIL |
| 0.9 Miles, 157 ft elevation gain/loss, Easy, Out & Back |
| SAINT AMBROSE CEMETERY TRAIL |
| 0.6 Miles, 162 ft elevation gain/loss, Moderate, Loop |
| WHITEWOOD CREEK TRAIL |
| 1.5 Miles, 111 ft elevation gain/loss, Easy, Out & Back |
| MOUNT MORIAH CEMETERY TRAIL |
| 1.0 Mile, 252 ft elevation gain/loss, Easy, Loop |
| PRESIDENTIAL NEIGHBORHOOD TRAIL |
| 0.9 Miles, 219 ft elevation gain/loss, Moderate, Loop |
| WHITE ROCKS TRAIL |
| 1.0 Miles, 663 ft elevation gain/loss, Moderate, Out & Back / Loop |
| POWERHOUSE PARK TRAIL |
| 0.2 Miles, 7 ft elevation gain/loss, Easy, Out & Back |
| MICKELSON TRAIL |
| 1.3 Miles (to city limits), 142 ft elevation gain/loss, Easy, Out & Back |
| HOMESTAKE TRAIL |
| 1.5 Miles (to city limits), 385 ft elevation gain/loss, Easy, Out & Back |



| | |
|--|---------------|
| | PMS 9064C |
| | PMS 234C |
| | PMS 2587C |
| | PMS 200C |
| | PMS 715C |
| | PMS 213C |
| | PMS Blue 072C |
| | PMS 375C |
| | PMS 7733C |
| | PMS 731C |
| | PMS 02 |

COPY AND GRAPHICS TO MATCH PMS 9064

TRAIL COLOR, REFER TO PMS COLORS ON THIS PAGE

ACM SIGN PRINTED SIGN PANEL W/ CLEAR UV OVER LAMINATE

TOPOGRAPHIC PATTERN, PMS BLACK 7C, TYP.

BACKGROUND TO BE PMS NEUTRAL BLACK



417 Kansas City Street
Rapid City, SD 57701
Contact:
Ray Berberich
605-430-5170
rberberich@bdtad.com



Project:
Trail Signage

Prepared for:
The City of Deadwood
Deadwood, South Dakota

Client Contact:
Kevin Kuchenbecker
Historic Preservation Officer
Department of Planning & Preservation
605-578-2082 Office
605-641-5568 Mobile
kevin@cityofdeadwood.com

Date: 04/03/2020
Revisions:

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Drawn by: RB

Design Intent

Historic Main St
Urban Trail

0.9 Mile Trail

TRAIL ORIGINATES
Lower Main Street
Visitor Center

TRAIL DIFFICULTY
Easy, Out & Back

Mile 0.0

4669
4512
4508

Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles

Historic Main St
Urban Trail

0.9 Mile Trail

TRAIL ORIGINATES
Lower Main Street
Visitor Center

TRAIL DIFFICULTY
Easy, Out & Back

Mile 0.1

4669
4525
4508

Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles

Historic Main St
Urban Trail

0.9 Mile Trail

TRAIL ORIGINATES
Lower Main Street
Visitor Center

TRAIL DIFFICULTY
Easy, Out & Back

Mile 0.2

4669
4539
4508

Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles

Historic Main St
Urban Trail

0.9 Mile Trail

TRAIL ORIGINATES
Lower Main Street
Visitor Center

TRAIL DIFFICULTY
Easy, Out & Back

Mile 0.4

4669
4563
4508

Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles

Historic Main St
Urban Trail

0.9 Mile Trail

TRAIL ORIGINATES
Lower Main Street
Visitor Center

TRAIL DIFFICULTY
Easy, Out & Back

Mile 0.6

4669
4611
4508

Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles

Historic Main St
Urban Trail

0.9 Mile Trail

TRAIL ORIGINATES
Lower Main Street
Visitor Center

TRAIL DIFFICULTY
Easy, Out & Back

Mile 0.9

4669
4669
4508

Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles



417 Kansas City Street
Rapid City, SD 57701
Contact:
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605-430-5170
rberberich@bdtaid.com



Project:
Trail Signage

Prepared for:
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Client Contact:
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Historic Preservation Officer
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605-578-2082 Office
605-641-5568 Mobile
kevin@cityofdeadwood.com

Date: 04/06/2020
Revisions:

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Drawn by: RB

Design Intent
Mickelson Trail

Saint Ambrose Cemetery Trail

0.6 Mile Trail

TRAIL ORIGINATES
Hwy 85 & Burnham Ave

TRAIL DIFFICULTY
Moderate, Loop

Mile 0.0

4690
4528
4528

Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles



Saint Ambrose Cemetery Trail

0.6 Mile Trail

TRAIL ORIGINATES
Hwy 85 & Burnham Ave

TRAIL DIFFICULTY
Moderate, Loop

Mile 0.1

4690
4640
4528

Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles



Saint Ambrose Cemetery Trail

0.6 Mile Trail

TRAIL ORIGINATES
Hwy 85 & Burnham Ave

TRAIL DIFFICULTY
Moderate, Loop

Mile 0.2

4690
4690
4528

Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles



Saint Ambrose Cemetery Trail

0.6 Mile Trail

TRAIL ORIGINATES
Hwy 85 & Burnham Ave

TRAIL DIFFICULTY
Moderate, Loop

Mile 0.4

4690
4676
4528

Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles



Saint Ambrose Cemetery Trail

0.6 Mile Trail

TRAIL ORIGINATES
Hwy 85 & Burnham Ave

TRAIL DIFFICULTY
Moderate, Loop

Mile 0.6

4690
4590
4528

Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles





417 Kansas City Street
Rapid City, SD 57701
Contact:
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Project:
Trail Signage

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Drawn by: RB

Design Intent
Saint Ambrose
Cemetery Trail

04

© 2020 BDT ARCHITECTS & DESIGNERS

Whitewood Creek Trail

1.5 Mile Trail

TRAIL ORIGINATES
Event Complex

TRAIL DIFFICULTY
Easy, Out & Back
Connected Trails

Mile 0.0

4575
4464
4464




Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles
Stay on Designated Trails



Whitewood Creek Trail

1.5 Mile Trail

TRAIL ORIGINATES
Event Complex

TRAIL DIFFICULTY
Easy, Out & Back
Connected Trails

Mile 0.0

4575
4469
4464




Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles
Stay on Designated Trails



Whitewood Creek Trail

1.5 Mile Trail

TRAIL ORIGINATES
Event Complex

TRAIL DIFFICULTY
Easy, Out & Back
Connected Trails

Mile 0.2

4575
4483
4464




Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles
Stay on Designated Trails



Whitewood Creek Trail

1.5 Mile Trail

TRAIL ORIGINATES
Event Complex

TRAIL DIFFICULTY
Easy, Out & Back
Connected Trails

Mile 0.2

4575
4483
4464




Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles
Stay on Designated Trails



Whitewood Creek Trail

1.5 Mile Trail

TRAIL ORIGINATES
Event Complex

TRAIL DIFFICULTY
Easy, Out & Back
Connected Trails

Mile 0.4

4575
4495
4464




Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles
Stay on Designated Trails



Whitewood Creek Trail

1.5 Mile Trail

TRAIL ORIGINATES
Event Complex

TRAIL DIFFICULTY
Easy, Out & Back
Connected Trails

Mile 0.4

4575
4495
4464




Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles
Stay on Designated Trails



Whitewood Creek Trail


1.5 Mile Trail

TRAIL ORIGINATES
Event Complex

TRAIL DIFFICULTY
Easy, Out & Back
Connected Trails

Mile 0.6

4575
4508
4464




Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles
Stay on Designated Trails



↑ Alternate Route

← Alternate Route

Alternate Route →

← Alternate Route

Alternate Route →

DOUBLE SIDED POST

DOUBLE SIDED POST



417 Kansas City Street
Rapid City, SD 57701
Contact:
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605-430-5170
rberberich@bdtaid.com



Project:
Trail Signage

Prepared for:
The City of Deadwood
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Client Contact:
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Drawn by: RB

Design Intent
Whitewood Creek Trail

Whitewood Creek Trail

1.5 Mile Trail

TRAIL ORIGINATES
Event Complex

TRAIL DIFFICULTY
Easy, Out & Back
Connected Trails

Mile 0.8

4575
4523
4464




Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles
Stay on Designated Trails



↑ Alternate Route

Whitewood Creek Trail

1.5 Mile Trail

TRAIL ORIGINATES
Event Complex

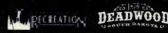
TRAIL DIFFICULTY
Easy, Out & Back
Connected Trails

Mile 1.0

4575
4536
4464




Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles
Stay on Designated Trails



Whitewood Creek Trail →

1.5 Mile Trail

TRAIL ORIGINATES
Event Complex

TRAIL DIFFICULTY
Easy, Out & Back
Connected Trails

Mile 1.2

4575
4553
4464





Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles
Stay on Designated Trails



↑ Alternate Route

← Presidential Neighborhood Trail

Whitewood Creek Trail



Whitewood Creek Trail

1.5 Mile Trail

TRAIL ORIGINATES
Event Complex

TRAIL DIFFICULTY
Easy, Out & Back
Connected Trails

Mile 1.5

4575
4575
4464




Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles
Stay on Designated Trails



↑ Mickelson Trail

Powerhouse Park Trail →

Whitewood Creek Trail (Alternate Route)

2.3 Mile Trail

TRAIL ORIGINATES
Event Complex

TRAIL DIFFICULTY
Easy, Out & Back
Connected Trails

Mile 1.4

4629
4553
4464




Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles
Stay on Designated Trails



Whitewood Creek Trail (Alternate Route)

2.3 Mile Trail

TRAIL ORIGINATES
Event Complex

TRAIL DIFFICULTY
Easy, Out & Back
Connected Trails

Mile 2.3

4629
4629
4464




Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles
Stay on Designated Trails





417 Kansas City Street
Rapid City, SD 57701
Contact:
Ray Berberich
605-430-5170
rberberich@bdtaid.com



Project:
Trail Signage

Prepared for:
The City of Deadwood
Deadwood, South Dakota

Client Contact:
Kevin Kuchenbecker
Historic Preservation Officer
Department of Planning & Preservation
605-578-2082 Office
605-641-5568 Mobile
kevin@cityofdeadwood.com

Date: 04/06/2020
Revisions:

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Drawn by: RB

**Design Intent
Whitewood Creek Trail**

Mount Moriah Cemetery Trail

0.9 Mile Trail

TRAIL ORIGINATES
Mt Moriah Visitor Center

TRAIL DIFFICULTY
Easy, Loop
Connected Trails

Services may be limited

Mile 0.0

5010
4772
4758

Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles

RECREATION DEADWOOD

↑ Mt Moriah Cemetery Tr

← Presidential Neighborhood Trail

Mount Moriah Cemetery Trail

0.9 Mile Trail

TRAIL ORIGINATES
Mt Moriah Visitor Center

TRAIL DIFFICULTY
Easy, Loop
Connected Trails

Services may be limited

Mile 0.2

5010
4758
4758

Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles

RECREATION DEADWOOD

Mount Moriah Cemetery Trail

0.9 Mile Trail

TRAIL ORIGINATES
Mt Moriah Visitor Center

TRAIL DIFFICULTY
Easy, Loop
Connected Trails

Services may be limited

Mile 0.4

5010
4858
4758

Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles

RECREATION DEADWOOD

Mount Moriah Cemetery Trail

0.9 Mile Trail

TRAIL ORIGINATES
Mt Moriah Visitor Center

TRAIL DIFFICULTY
Easy, Loop
Connected Trails

Services may be limited

Mile 0.6

5010
4988
4758

Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles

RECREATION DEADWOOD

↑ Mt Moriah Cemetery Tr

← White Rocks Trail

Mount Moriah Cemetery Trail

0.9 Mile Trail

TRAIL ORIGINATES
Mt Moriah Visitor Center

TRAIL DIFFICULTY
Easy, Loop
Connected Trails

Services may be limited

Mile 0.7

5010
4929
4758

Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles

RECREATION DEADWOOD

Mt Moriah Cemetery Tr

→

Mount Moriah Cemetery Trail

0.9 Mile Trail

TRAIL ORIGINATES
Mt Moriah Visitor Center

TRAIL DIFFICULTY
Easy, Loop
Connected Trails

Services may be limited

Mile 0.9

5010
4762
4758

Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles

RECREATION DEADWOOD

↑ Presidential Neighborhood Trail

Mt Moriah Cemetery Tr →



417 Kansas City Street
Rapid City, SD 57701
Contact:
Ray Berberich
605-430-5170
rberberich@bdtaid.com



Project:
Trail Signage

Prepared for:
The City of Deadwood
Deadwood, South Dakota

Client Contact:
Kevin Kuchenbecker
Historic Preservation Officer
Department of Planning & Preservation
605-578-2082 Office
605-641-5568 Mobile
kevin@cityofdeadwood.com

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Drawn by: RB

**Design Intent
Mount Moriah
Cemetery Trail**

Presidential Neighborhood Trail

1.0 Mile Trail

Use City Steps

TRAIL ORIGINATES
Sherman and Center
Streets

TRAIL DIFFICULTY
Easy, Loop
Connected Trails

Mile 0.0

4772
4553
4553

Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles

RECREATION DEADWOOD

Presidential Neighborhood Trail

1.0 Mile Trail →

TRAIL ORIGINATES
Sherman and Center
Streets

TRAIL DIFFICULTY
Easy, Loop
Connected Trails

Mile 0.2

4772
4627
4553

Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles

RECREATION DEADWOOD

Presidential Neighborhood Trail

← 1.0 Mile Trail

TRAIL ORIGINATES
Sherman and Center
Streets

TRAIL DIFFICULTY
Easy, Loop
Connected Trails

Mile 0.3

4772
4637
4553

Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles

RECREATION DEADWOOD

Presidential Neighborhood Trail

1.0 Mile Trail

TRAIL ORIGINATES
Sherman and Center
Streets

TRAIL DIFFICULTY
Easy, Loop
Connected Trails

Mile 0.6

4772
4772
4553

Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles

RECREATION DEADWOOD

Presidential Neighborhood Trail

1.0 Mile Trail

TRAIL ORIGINATES
Sherman and Center
Streets

TRAIL DIFFICULTY
Easy, Loop
Connected Trails

Mile 0.8

4772
4623
4553

Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles

RECREATION DEADWOOD

Presidential Neighborhood Trail

→

Presidential Neighborhood Trail

←

Presidential Neighborhood Trail

1.0 Mile Trail

TRAIL ORIGINATES
Sherman and Center
Streets

TRAIL DIFFICULTY
Easy, Loop
Connected Trails

Mile 0.9

4772
4562
4553

Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles

RECREATION DEADWOOD

White Rocks Trail

1.0 Mile Trail

TRAIL ORIGINATES
Sherman and Harrison
Streets

TRAIL DIFFICULTY
Moderate, Loop
Connected Trails

Mile 0.0

5230
4567
4567



Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles



White Rocks Trail



White Rocks Trail

1.0 Mile Trail

TRAIL ORIGINATES
Sherman and Harrison
Streets

TRAIL DIFFICULTY
Moderate, Loop
Connected Trails

Mile 0.2

5230
4788
4567



Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles



White Rocks Trail

1.0 Mile Trail

TRAIL ORIGINATES
Sherman and Harrison
Streets

TRAIL DIFFICULTY
Moderate, Loop
Connected Trails

Mile 0.4

5230
4959
4567



Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles



White Rocks Trail

1.0 Mile Trail

TRAIL ORIGINATES
Sherman and Harrison
Streets

TRAIL DIFFICULTY
Moderate, Loop
Connected Trails

Mile 0.6

5230
5054
4567



Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles



White Rocks Trail
White Rock Peak →

1.0 Mile Trail

TRAIL ORIGINATES
Sherman and Harrison
Streets

TRAIL DIFFICULTY
Moderate, Loop
Connected Trails

Mile 0.8

5230
5115
4567



Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles



White Rocks Trail

1.0 Mile Trail

TRAIL ORIGINATES
Sherman and Harrison
Streets

TRAIL DIFFICULTY
Moderate, Loop
Connected Trails

Mile 1.0

5230
5088
4567



Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles



White Rocks Peak

TRAIL ORIGINATES
Sherman and Harrison
Streets

TRAIL DIFFICULTY
Moderate, Loop
Connected Trails

Mile 0.1

5230
5230
4567



Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles





417 Kansas City Street
Rapid City, SD 57701
Contact:
Ray Berberich
605-430-5170
rberberich@bdtad.com



Project:
Trail Signage

Prepared for:
The City of Deadwood
Deadwood, South Dakota

Client Contact:
Kevin Kuchenbecker
Historic Preservation Officer
Department of Planning &
Preservation
605-578-2082 Office
605-641-5568 Mobile
kevin@cityofdeadwood.com

Date: 04/06/2020
Revisions:
-

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Drawn by: RB

**Design Intent
Mickelson Trail**



Project:
Trail Signage

Prepared for:
The City of Deadwood
Deadwood, South Dakota

Client Contact:
Kevin Kuchenbecker
Historic Preservation Officer
Department of Planning &
Preservation
605-578-2082 Office
605-641-5568 Mobile
kevin@cityofdeadwood.com

Date: 04/06/2020
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Drawn by: RB

Design Intent
Powerhouse Park Trail



DOUBLE SIDED POST

DOUBLE SIDED POST

Mickelson Trail
(109 Mile Trail)

1.3M to city limits

TRAIL ORIGINATES
Trailhead

TRAIL DIFFICULTY
Easy, Out & Back or
Point to Point

Mile 0.0

4717
4575
4575




Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles



Mickelson Trail
(109 Mile Trail)

1.3M to city limits

TRAIL ORIGINATES
Trailhead

TRAIL DIFFICULTY
Easy, Out & Back or
Point to Point

Mile 0.1

4717
4605
4575




Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles



Mickelson Trail
(109 Mile Trail)

1.3M to city limits

TRAIL ORIGINATES
Trailhead

TRAIL DIFFICULTY
Easy, Out & Back or
Point to Point

Mile 0.1

4717
4605
4575




Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles



Mickelson Trail
(109 Mile Trail)

1.3M to city limits

TRAIL ORIGINATES
Trailhead

TRAIL DIFFICULTY
Easy, Out & Back or
Point to Point

Mile 0.6

4717
4629
4575




Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles



Mickelson Trail
(109 Mile Trail)

1.3M to city limits

TRAIL ORIGINATES
Trailhead

TRAIL DIFFICULTY
Easy, Out & Back or
Point to Point

Mile 0.6

4717
4629
4575




Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles



Mickelson Trail
(109 Mile Trail)

1.3M to city limits

TRAIL ORIGINATES
Trailhead

TRAIL DIFFICULTY
Easy, Out & Back or
Point to Point

Mile 1.3

4717
4717
4575




Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles



**Powerhouse
Park Trail** →

**Homestake
Trail** →

← **Homestake
Trail**

**Whitewood
Creek Trail** →
(Alternate Route)

← **Whitewood
Creek Trail**
(Alternate Route)



417 Kansas City Street
Rapid City, SD 57701
Contact:
Ray Berberich
605-430-5170
rberberich@bdtaid.com



Project:
Trail Signage

Prepared for:
The City of Deadwood
Deadwood, South Dakota

Client Contact:
Kevin Kuchenbecker
Historic Preservation Officer
Department of Planning &
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605-578-2082 Office
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Drawn by: RB

Design Intent
Mickelson Trail

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Project:
Trail Signage

Prepared for:
The City of Deadwood
Deadwood, South Dakota

Client Contact:
Kevin Kuchenbecker
Historic Preservation Officer
Department of Planning &
Preservation
605-578-2082 Office
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Drawn by: RB

Design Intent
Homestake Trail

Homestake Trail
(to the City of Lead)

1.5M to city limits

TRAIL ORIGINATES
Near Mile Marker 109 of
Mickelson Trail

TRAIL DIFFICULTY
Moderate, Out & Back

Mile 1.2

4990
4928
4605

Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles

RECREATION DEADWOOD

Homestake Trail
(to the City of Lead)

1.5M to city limits

TRAIL ORIGINATES
Near Mile Marker 109 of
Mickelson Trail

TRAIL DIFFICULTY
Moderate, Out & Back

Mile 1.5

4990
4990
4605

Clean Up After Pets
Pack In / Pack Out
No Motorized Vehicles

RECREATION DEADWOOD