



# City Commission Regular Meeting Agenda

Monday, October 21, 2024 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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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. **Call to Order and Pledge of Allegiance**

2. **Roll Call**

3. **Approve Minutes**

[a.](#) Approval of October 7, 2024 City Commission minutes

4. **Approve Bills**

[a.](#) Approval of Bill List for October 7, 2024 and additional bill.

5. **Items from Citizens on Agenda**

[a.](#) City of Deadwood received a Gold Level Loss Control/Safety Achievement Award from South Dakota Public Assurance Alliance and SDML Workers Compensation Fund during South Dakota Municipal League Conference.

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. Accept Trolley Driver Maria King's resignation effective October 8, 2024.
- b. Permission to make trolley driver Kelley Cranny Weekend Assistant Trolley Manager with an additional \$2.00 per hour when acting as manager (per Section 5.12 of employee handbook) effective October 20, 2024.
- c. Permission to accept resignation from seasonal Mt. Moriah ticket booth attendants, Doug White, Gertrude Anderson and Ruth Durst effective October 12, 2024.
- d. Permission to increase hourly wage for Sergeant Detective James Olson from \$31.49 per hour to \$31.74 per hour for extra duties as assigned, effective October 13, 2024.
- e. Permission to move Hailey Trewhella from half-time front desk receptionist to full-time Lifeguard II position at \$18.00 per hour, effective October 27, 2024.

- f. Permission to move Tracy Owens from full-time front desk receptionist to full-time Lifeguard II at \$18.00 per hour effective October 27, 2024.
- g. Allow use of public property for Winters Fat Classic on Saturday, February 8, 2025.
- h. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deeds for David Paul Miller.
- i. Permission for Mayor to sign renewal agreement with Black Hills Chair Lift Company for billboard lease from November 1, 2024 to October 31, 2025 at rate of \$275.00 per month.
- j. Permission for Mayor to sign loan agreement for "Miners Night Out" poster to Mary Dunne Larson.
- k. Permission to accept Change Order #1 from Hoskinson Contracting for 48 & 52 Taylor Avenue retaining wall to move water valve in the amount of \$2,429.63 for a total contract of \$69,776.03.
- l. Permission to hire Stanley Steamer to clean the HVAC duct system at History and Information Center at a cost not to exceed \$4,500.00. (To be paid by HP Capital Asset line item.)
- m. Permission to accept the quote from Jacobs Precision Welding to repair staircase at Taylor Ave/Miller Street Lot at a cost not to exceed \$3,955.06. (To be paid by HP Capital Asset line item.)
- n. Permission to purchase 29.38 tons of road salt from Black Strap at a state bid price of \$175.00 per ton delivered. (To be paid by Streets supply budget.)
- o. Permission to pay Central Square Technologies for annual software maintenance in the amount of \$6,291.88. (To be paid from Police Professional service line item.)
- p. Permission to pay Mack's Auto Body in the amount of \$12,953.65 for repairs to 2020 Ram Promaster Cargo Van. (To be paid by Insurance proceeds with \$2,500 deductible from Public Buildings repairs.)

7. **Bid Items**

8. **Public Hearings**

9. **Old Business**

10. **New Business**

- a. Second Reading of Ordinance #1407 Budget Supplement 5 for 2024.
- b. First Reading Ordinance #1408 - 2025 Budget Appropriations.
- c. Permission for Historic Preservation Commission to purchase historic property located at 142 Sherman Street in the amount of \$91,850.00 from Deadwood Granite and Marble Works. (To be paid by HP Acquisitions line item.) Allow Historic Preservation Officer to sign documents.
- d. Act as Board of Adjustments and approve Resolution 2024-24 declaring a portion of Miller Street as surplus property.

- e. Act as Board of Adjustment and approve/deny Surrender of Conditional Use Permit - Bed and Breakfast Establishment - 7 Spring Street (K. Steier) effective October 31, 2024 legally described as Lots X, a replat of Lots 1, 2, and 3, Block 1, Miricks Addition and a portion of MS 735, located in the City of Deadwood, Lawrence County, South Dakota.
- f. Permission for Mayor to sign lease (with an option to purchase) agreement with CapFirst Equipment Finance for 2024 Caterpillar 140-5AWD motor grader.
- g. Permission for Mayor to sign lease (with an option to purchase) agreement with CapFirst Equipment Finance for 2023 Caterpillar 140-5AWD motor grader.

11. **Informational Items and Items from Citizens**

- a. Bureau of Land Management within South Dakota are under a Stage 2 Fire Restriction until further notice.

12. **Executive Session**

- a. Executive Session for Personnel Matters per SDCL1-25-2 (1) w/ possible action  
Executive Session for Legal Matters per SDCL1-25-2 (3) w/ possible action

13. **Adjournment**

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

URL: <https://us02web.zoom.us/j/6055782082?pwd=Z1QrRXhXaXp4eStPSjg2YjVTNUtZQT09>  
Meeting ID: 605 578 2082  
Password: 1876  
One tap mobile: 669-900-9128

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

**REGULAR MEETING, OCTOBER 7, 2024**

The Regular Session of the Deadwood City Commission convened on Monday, October 7, 2024 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 Riggins, and Commissioners Michael Johnson, Blake Joseph, Sharon Martinisko and Charlie Struble. All motions passed unanimously unless otherwise stated.

**APPROVAL OF MINUTES**

Joseph moved, Struble seconded to approve the minutes of September 16, 2024. Roll Call: Aye-All. Motion carried.

**SEPTEMBER 2024 PAYROLL:** COMMISSION, \$3,692.28; FINANCE, \$23,909.52; PUBLIC BUILDINGS, \$7,667.69; POLICE, \$87,081.50; FIRE, \$5,257.20; BUILDING INSPECTION, \$5,138.80; STREETS, \$39,551.09; PARKS, \$34,546.69; PLANNING & ZONING, \$3,851.70; LIBRARY, \$7,231.20; RECREATION CENTER, \$20,633.05; HISTORIC PRESERVATION, \$23,388.27; WATER, \$18,946.74; MT. MORIAH, \$6,976.00; PARKING METER, \$16,939.17; TROLLEY, \$25,794.02; PARKING RAMP, \$3,705.76 **PAYROLL TOTAL: \$334,310.68.**

**SEPTMEBER 2024 PAYROLL PAYMENTS:**

Internal Revenue Service, \$78,467.81; S.D. Retirement System, \$36,472.54; Delta Dental, \$3,869.10.

**APROVAL OF DISBURSEMENTS**

Struble moved, Joesph seconded to approve the October 7, 2024 disbursements plus additional bill. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	786.88
A & B WELDING	SUPPLIES	122.20
A-Z SHREDDING	SERVICE	117.24
ACE HARDWARE	SUPPLIES	10.78
AMAZON CAPITAL	SUPPLIES	1,543.98
AMERICAN RED CROSS TRAINING	SUPPLIES	46.00
ARAPAHOE ROOFING & SHEET	PAY APP #1	205,000.00
ASHER, JULIE	REFUND	25.00
ATCO INTERNATIONAL	SUPPLIES	620.87
BATTERIES PLUS BULBS	SUPPLIES	32.50
BH ASPHALT	PROJECT	3,471.43
BH CHEMICAL	SUPPLIES	1,569.27
BH DOORS	SERVICE	1,860.00
BH PIONEER	SUBSCRIPTION	281.69
BH SECURITY	SERVICE	3,041.85
BH WINDOW CLEANING	SERVICE	615.00
BLOOMERS FLOWERS	SUPPLIES	62.00
BLUEPEAK	SERVICE	4,803.27
BOMGAARS	SUPPLIES	228.95
BRANCH CONSTRUCTION	PROJECT	4,757.00
BRANDON INDUSTRIES	SERVICE	10,821.95
BRITE IDEAS	SUPPLIES	167.90
BUTLER MACHINERY	SUPPLIES	1,566.82
CENTURY BUSINESS PRODUCTS	CONTRACT	301.43
CHAINSAW CENTER	SUPPLIES	862.48
CHAMBERLIN ARCHITECTS	SERVICE	3,150.00
CHAPTER Y - PEO	POINSETTIAS	150.00
COMPLETE CONCRETE	PAY APP #5	450,161.76
CULLIGAN	SUPPLIES	173.40
CURTIS BLUE LINE	UNIFORMS	37.55
DEADWOOD CHAMBER	BILL LST	12,874.04
DEADWOOD ELECTRIC	SERVICE	137.32
DEADWOOD GAMING	BID #8	10,000.00
DEADWOOD HISTORY	SERVICE	122.50
ECOLAB	SERVICE	225.86
ENVIRONMENTAL EQUIPMENT	SUPPLIES	497.94
ERNEST HOSPITALITY	REFUND	105.00
FAIRBAIRN, NOEL	PROJECT	3,571.33
FASTENAL	SUPPLIES	94.45
FIRST NET	SERVICE	240.24
FLOYD'S TRUCK CENTER	SERVICE	77.60
GAYLORD BROS	SUPPLIES	437.57
GOLDEN WEST	SERVICE	17,581.58
GREAT WESTERN TIRE	SERVICE	619.50
HAWKINS	SUPPLIES	986.60
HEIMAN	BRUSH SKID	18,275.00
INTERSTATE ENGINEERING	PROJECT	131.22
JERRY GREER'S ENGINEERING	SERVICE	1,063.70
JOHNER PAVING	PROJECT	2,842.61
KNOX COMPANY	LICENSE	584.00
LAWRENCE CO. EQUALIZATION	SERVICE	1,776.00
LAWRENCE CO. REGISTER	SERVICE	30.00
LEGENDARY ELECTRIC	SERVICE	3,890.31
LOOKOUT PLAN + CODE	SERVICE	461.60
LYNN'S	SUPPLIES	65.88



**REGULAR MEETING, OCTOBER 7, 2024**

MACK'S AUTO BODY	SERVICE	1,891.40
MARCO	CONTRACT	168.90
METERING & TECHNOLOGY SOLU	SUPPLIES	6,597.10
MID-AMERICAN RESEARCH CHEM	SUPPLIES	816.91
MIDWEST TAPE	SUPPLIES	271.64
MDU	SERVICE	2,460.51
MORRISON, RONDA	SERVICE	1,460.00
MS MAIL	SERVICE	1,531.42
NFPA	SERVICE	1,552.50
NIELSEN, BAILI	REFUND	50.00
NORTHWEST PIPE FITTINGS	SUPPLIES	4,238.82
ONSITE FIRST AID	SUPPLIES	275.32
OTIS ELEVATOR	MAINTENANCE	352.69
PATRIOT FIRE & SAFETY	SERVICE	998.60
QUADIENT FINANCE USA	POSTAGE	500.00
QUIK SIGNS	SERVICE	496.90
RCS CONSTRUCTION	PAY APP #12	265,363.50
ROSENBAUM, DAVID	REFUND	25.00
RUNGE, MIKE	REIMBURSEMENT	56.10
S AND C CLEANERS	CLEANING	10,254.00
SACRISON ASPHALT	PROJECT	1,311.48
SALOON #10	DECORATIONS	60.00
SD PUBLIC ASSURANCE ALLIANCE	SERVICE	705.95
SD PUBLIC HEALTH LAB	TESTING	211.00
SIMON MATERIALS	SERVICE	1,140.00
SOUTHSIDE SERVICE	SERVICE	30.00
SPEARFISH AUTO SUPPLY	SUPPLIES	119.21
STAN HOUSTON EQUIP	SUPPLIES	947.50
STATION AUTOMATION	RENEWAL	2,700.00
STREET IMAGE TRUCK	SERVICE	649.99
STURDEVANT'S	SUPPLIES	1,948.02
STURGIS RESPONDER SUPPLY	UNIFORMS	558.90
SUMMIT FIRE PROTECTION	INSPECTION	242.00
SUMMIT SIGNS AND SUPPLY	SUPPLIES	210.00
TEMPLE CONSTRUCTION	PROJECT	26,944.83
THE HANDY MAN	PROJECT	2,859.38
THE JUNK DRAWER	SUPPLIES	747.50
TOLAR, JESSICA	REIMBURSEMENT	421.54
TOMS, DON	PROJECT	600.00
TOWEY DESIGN GROUP	PROJECT	11,125.10
TRAFFIC CONTROL	SERVICE	600.00
TWIN CITY HARDWARE	SUPPLIES	2,507.40
ULINE	SUPPLIES	470.86
VAN TASSEL, JEREMY	REIMBURSEMENT	30.00
VAN TASSEL, SARAH	REIMBURSEMENT	30.00
VERIZON CONNECT FLEET USA	SERVICE	359.00
VERIZON WIRELESS	SERVICE	713.98
VIEHAUSER ENTERPRISES	SERVICE	1,537.39
VOLKENANT, TIMOTHY	REFUND	103.50
WAREING BELLE FOURCHE	VEHICLE	39249.00
WEST RIVER HISTORY CONFERECE	CONFERENCE	330.00
WESTERN COMMUNICATIONS	SUPPLIES	225.00
WHITE'S CANYON MOTORS	SUPPLIES	13.82
WO MOTORSPORTS	DEPOSIT REFUND	2,350.00

Total \$1,174,494.71

**ITEMS FROM CITIZENS ON AGENDA****Proclamations**

The Mayor read a proclamation declaring October 7 through October 14, 2024 as National 4-H week in the City of Deadwood.

The Mayor read a proclamation declaring October as Archives month in the City of Deadwood.

**Recognition**

Fire Chief Hamann recognized firefighter Don Gifford on completing South Dakota Firefighter Certification. Commission congratulated him.

**CONSENT**

Martinisko moved, Struble seconded to omit item 6M for separate consideration and approve the following consent items. Roll Call: Aye-All. Motion carried.

- A. Permission to correct resignation date from seasonal Mt. Moriah ticket booth attendant Sandra Parsons to be October 16, 2024 rather than Sept. 16, 2024.
- B. Permission to terminate Streets Equipment Operator Kasey Campbell effective September 16, 2024.
- C. Permission advertise in-house for 5 days and then with outside sources, if needed, for Streets Operator/Laborer at \$23.00 (D11-D13 \$21.00 to \$23.00 rank) per hour.
- D. Permission to hire Kirsten Robeson as half-time (25 hours per week with 1/2 time benefits per employee handbook) Library Education/Program Coordinator at \$17.00 per hour effective Oct. 15, 2024 pending pre-employment screening.

**REGULAR MEETING, OCTOBER 7, 2024**

- E. Permission to move Jessica Tolar from half-time Library Assistant I to half-time Library Assistant II (25 hours per week with 1/2 time benefits per employee handbook) at \$16.65 per hour effective October 13, 2024.
- F. Permission to promote Police Sergeant (II) Erik Jandt to Police Lieutenant at \$33.34 per hour effective October 13, 2024.
- G. Permission to promote Police Sergeant (I) Sally Sprigler to Police Sergeant (II) at \$31.99 per hour effective October 13, 2024.
- H. Permission to accept resignation from Parks Technician Jackson Gardner effective October 18, 2024.
- I. Permission to advertise in-house for 5 days and then in outside sources for Parks Technician at \$19.00 per hour. (D9 rank)
- J. Permission to approve new job description for full-time Lifeguard 2.
- K. Permission to approve new job description for weekend assistant trolley manager.
- L. Permission to allow Mayor and Board President to sign management representation letter for City of Deadwood 2022 Audit.
- M. Removed for separate consideration in New Business.
- N. Recommendation from Event Committee to adopt updated Special Event Permit Application.
- O. Permission to pay William Schmidt for concrete repair work, due to water valve box leak near 531 Main Street, in the amount of \$3,166.00. (To be paid by Water repair line item.)
- P. Permission for Mayor to sign contract with Hoskinson Contracting, Inc for the repair of City retaining wall located at 48 and 52 Taylor Avenue in the amount of \$67,346.40.
- Q. Permission to hire Lowe Roofing, Inc. at a cost of \$4,850.00 and Legendary Electric in the amount of \$1,122.44 for repairs to roof at 669 Main Street after removal of Tootsie Sign as required in original lease agreement. (To be paid by HP Public Education line item.)
- R. Permission to pay Grimm's Pump and Industrial supply in the amount of \$3,956.91 for emergency repair on the small feature pump at Recreation Center. (To be paid by Rec Center professional services line item.)
- S. Permission to purchase replacement parts from Northwest Pipe in the amount of \$4,585.84. (To be paid by Water repair line item with reimbursement from MDU.)
- T. Permission to pay William Schmidt to replace the Denver Pump Station asphalt with concrete in an amount not to exceed \$10,720.00. (To be paid by Water repair line item.)
- U. Permission to pay Summit Fire Protection for annual fire extinguisher testing in the amount of \$5,056.70. (To be paid by Public Buildings professional services line item.)
- V. Permission for Mayor to sign Agreement to Permit Permanent Encroachment for SDN Communications along Railroad Avenue.

**BID ITEMS****Advertise**

Planning, Zoning and Historic Preservation Officer Kuchenbecker spoke about the project. Martinisko moved, Johnsons seconded to advertise and set bid opening at 2:00 p.m. on November 12, 2024 to repair the retaining wall and stairs at 34 and 35 Jackson Street with results presented on November 11, 2024. Roll Call: Aye-All. Motion carried.

**Advertise**

Parks, Recreation & Events Director Adler spoke about the project. Johnson moved, Struble seconded to advertise and set bid opening at 2:00 p.m. on December 10, 2024 for RFP for lease of Mt. Moriah Facility with results presented on December 16, 2024. Finance Officer McKeown stated the agreement with current lease expires at the end of December. Roll Call: Aye-All. Motion carried.

**NEW BUSINESS****Application (6M)**

McKeown stated an additional sentence needs to be struck from application. Martinisko moved, Struble seconded to approve Event Complex application as amended. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, OCTOBER 7, 2024**Second Reading

Kuchenbecker stated no changes between first and second reading. Johnson moved, Martinisko seconded to approve Second Reading of Ordinance #1406 Amending Chapter 12.08 Sidewalk Construction and Repair. Roll Call: Aye-All. Motion carried.

First Reading

McKeown spoke about the supplement. Martinisko moved, Joseph seconded to approve First Reading of Ordinance #1407 Budget Supplement #5for 2024. Roll Call: Aye-All. Motion carried.

Resolution

McKeown spoke about the resolution. Struble moved, Martinisko seconded to approve Resolution 2024-23 Surplus Property. Roll Call: Aye-All. Motion carried.

**RESOLUTION NO. 2024-23  
TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

**BE IT RESOLVED** by the Deadwood City Commission that the City of Deadwood approve the following property be declared surplus and disposed of according to state statutes, including disposal, sale or trade-in on new equipment:

2013 Dodge Ram 1500 Pickup – VIN#1C6RR7KP6DS592294

2011 Chevy Tahoe – VIN#1GNSK2E06BR268211

Dated this 7th day of October, 2024

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

Plat

Kuchenbecker spoke about the plat application. Martinisko moved, Struble seconded to Act as Board of Adjustment and approve Plat Application - Division of property and creating property lines - Tract 1A of Miller Street (City of Deadwood) legally described as Plat of Tract 1A of the Miller Street Subdivision, formerly a portion of Tract 1 of the Miller Street Subdivision, Original Town of Deadwood per P.L. Rogers Map, located in the SW 1/4 of Section 23, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota. (Approved by Planning and Zoning Commission on September 18, 2024.) Roll Call: Aye-All. Motion carried.

Plat

Kuchenbecker spoke about the plat application. Martinisko moved, Johnson seconded to Act as Board of Adjustment and approve Plat Application - Combine Lots - Landmark Tract legally described as Plat of the Landmark Tract of the City of Deadwood, formerly Lot 13, Lot 15, Lot 17, Lot 19, Lot 21, Lot 23, Lot 25, Lot 26, Lot 27 and the vacated alley between Lot 23 and Lot 25 all in Block 30 of the City of Deadwood according to the P.L. Rogers Map of the City of Deadwood; less and except Tract 1 of Miller Street subdivision according to Plat Document #2012-05646, and less and except Wild Bill Lot according to Plat Document #2012-03484, all located in the SW 1/4 of Section 23, Township 5 North, Range 3 East of the Black Hills Meridian, City of Deadwood, Lawrence County, South Dakota. (Approved by the Planning and Zoning Commission on September 18, 2024.) Roll Call: Aye-All. Motion carried.

Application

Kuchenbecker spoke about the temporary license. Struble moved, Martinisko seconded to Act as Board of Adjustment and approve application for Temporary Vendors License - Revive 605 (L. Murphey). (Approved by Planning and Zoning Commission on September 18, 2024.) Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, OCTOBER 7, 2024**Review

Kuchenbecker spoke about the review. Joseph moved, Struble seconded to Act as Board of Adjustment and approve Annual Review - Conditional Use Permit - Vacation Home Establishment - 36 Water Street - Deadwood Rentals (T. Conrad) with the following conditions: with the following conditions: the conditional use permit runs with the applicant and not the land, proof of sales tax license number, building inspector has inspected the building, city water and sewer rates have been changed from residential to commercial rates, proper paperwork is filed with the finance office for BID taxes, a city business license has been issued, maintain a lodging license from SD Dept. of Health, and all parking shall be off street. Legally described as Tract A, an 8' platted alley and a portion of Lot R-1 of the City of Deadwood railroad property all located in the Hillsdale addition to the City of Deadwood, in the NW 1/4 of Section 26, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota; and, Tract B-1, McGovern Hill addition of the City of Deadwood, located in the NW 1/4 of Section 26 T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota. (Approved by Planning and Zoning Commission on September 18, 2024.) Roll Call: Aye-All. Motion carried.

Review

Kuchenbecker spoke about the review. Struble moved, Joseph seconded to Act as Board of Adjustment and approve Annual Review - Conditional Use Permit - Vacation Home Establishment - 819 Main Street (T. Conrad) with the following conditions: the conditional use permit runs with the applicant and not the land, proof of sales tax license number, building inspector has inspected the building, city water and sewer rates have been changed from residential to commercial rates, proper paperwork is filed with the finance office for BID taxes, a city business license has been issued, maintain a lodging license from SD Dept. of Health, and all parking shall be off street. Legally described as Lot 12 in Block A of Sunnyside addition to the City of Deadwood as set out in Plat Book 3 Page 251, Lawrence County, South Dakota, except that part deeded to the State of South Dakota for highway purposes as set out in Book 372 page 58 and Page 168; and, Tract A-1 in Block A, a replat of Tracts "A" and "B" of the subdivision of Lot 13, Block A of Sunnyside addition, located in the NW 1/4 NE 1/4 of Section 27, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota, according to Plat filed in Document No. 2001-4003. (Approved by Planning and Zoning Commission September 18, 2024.) Roll Call: Aye-All. Motion carried.

Quote

Kuchenbecker spoke about the quote. Martinisko moved, Johnson seconded to accept quote from Hoskinson Contracting for 5 Harrison retaining wall in the amount of \$35,100.00. (To be paid by HP retaining wall line item and homeowner.) Roll Call: Aye-All. Motion carried.

Agreement

Johnson moved, Joseph seconded to allow Mayor to sign agreement with Hoskinson Contracting for 5 Harrison retaining wall. Roll Call: Aye-All. Motion carried.

Plat

Kuchenbecker spoke about the application. Martinisko moved, Johnson seconded to Act as Board of Adjustment and approve Plat Application - Move Lot Line and Create New Lot - Tract F1, F2 and G1 of McGovern Hill Road (J. Martin) legally described as Plat of Tracts F1, F2 and G1 of the Crawford Addition II formerly Tracts F and G of Crawford Addition II and a portion of Probate Lot 299 City of Deadwood, Lawrence County, South Dakota located in the NE 1/4 of Section 27 and the NW 1/4 of Section 26, T5N, R3E, B.H.M. (Approved by Planning and Zoning Commission October 2, 2024.) Roll Call: Aye-All. Motion carried.

Pay-off

Public Works Director Stalder spoke about the pay-off. Struble moved, Joseph seconded to pay-off CAT 242D3 Skid Steer to CapFirst in the amount of \$24,336.81. (To be paid by Streets equipment line item.) Roll Call: Aye-All. Motion carried.

Lease

Stalder spoke about the lease. Martinisko moved, Johnsons seconded to allow Mayor to sign lease (with an option to purchase) 2024 Caterpillar 140-5AWD motor grader from Butler Machinery Company in the amount of \$331,229.34. (To be paid by Streets equipment line item.) Roll Call: Aye-All. Motion carried.

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Lease

Stalder spoke about the lease. Martinisko moved, Johnson seconded to allow Mayor to sign lease (with an option to purchase) 2023 Caterpillar 140-5AWD motor grader from Butler Machinery Company in the amount of \$310,976.54. (To be paid by Streets equipment line item.) Roll Call: Aye-All. Motion carried.

Purchase

Parking and Transportation Director Lux spoke about the purchase. Martinisko moved, Johnsons seconded to purchase 2021 Ford F-150 XLT from Goodrich Motors, Inc. in the amount of \$37,990.00 (To be paid by Parking & Transportation equipment line item. If approved, budget re-allocation will be needed.) Roll Call: Aye-All. Motion carried.

Change Order

Kuchenbecker spoke about the change order. Martinisko moved, Struble seconded to accept Construction Change Order #1 at net cost of \$36,233.00 with Complete Concrete, Inc. for Whitewood Creek Project Phase 1A, bringing new contract total to \$1,808,656.00 Roll Call: Aye-All. Motion carried.

Purchase

Kuchenbecker spoke about the purchase. Johnson moved, Martinisko seconded to purchase the John S. McClintock Collection from Betty Mitchell in the amount of \$22,000.00. (To be paid by HP Collections and Acquisition line item.) Roll Call: Aye-All. Motion carried.

Purchase

Fire Chief Hamann spoke about the purchase. Martinisko moved, Struble seconded to purchase 20-inch battery powered fan from M & T Fire in the amount not to exceed \$5,325.00. (To be paid by Fire equipment line item.) Roll Call: Aye-All. Motion carried.

**INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS**

Ren Startes and Richard St. Peter, First Gold, asked the commission who to contact about the 3-Wheeler Rally. Commissioner Martinisko told her to contact the Chamber and visit with Sarah.

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

**ADJOURNMENT**

Martinisko moved, Johnson seconded to adjourn the regular session at 5:47 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3), personnel matters per SDCL 1-25(1) and Union negotiations per SDCL 1-25-2(4) w/ possible action. The next regular meeting will be on Monday, October 21, 2024 at 5:00 p.m.

After coming out of executive session at 6:49 p.m.,

Martinisko moved, Joseph seconded to advertise in-house for 5 days for new full-time Rec Center Lifeguard II position at \$18.00 (D8 rank) per hour.

Martinisko moved, Joseph seconded to adjourn.

ATTEST:

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

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

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

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

PACKET: 06795 COMBINED - 10/22/24

VENDOR SET: 01

Section 4 Item a.

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
01-5266	FEEDING DEADWOOD					
		I-07/15/24	101-3000-699	MISC REVENUE RECYCLING PROCEEDS - 7/15/24	000000	71.20
		I-08/13/24	101-3000-699	MISC REVENUE RECYCLING PROCEEDS - 8/13/24	000000	68.95
		I-08/27/24	101-3000-699	MISC REVENUE RECYCLING PROCEEDS - 8/27/24	000000	128.80
		I-10/03/24	101-3000-699	MISC REVENUE RECYCLING PROCEEDS - 10/3/24	000000	56.25

	DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	325.20
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01-0418	BLACK HILLS PIONEER					
		I-#898 - 9/5/24	101-4111-423	PUBLISHING NOTICE OF UNTIMELY AUDIT	000000	17.47
		I-#920 - 9/5/24	101-4111-423	PUBLISHING 8/19/2024 MINUTES	000000	314.95
		I-#993 - 9/19/24	101-4111-423	PUBLISHING 9/3/2024 MINUTES	000000	179.55
		I-#994 - 9/19/24	101-4111-423	PUBLISHING ORDINANCE #1404-AGENDA AMENDMT	000000	22.32
		I-#995 - 9/19/24	101-4111-423	PUBLISHING ORD.#1405 - CODE OF CONDUCT	000000	108.70

01-1838	RAMKOTA HOTEL					
		I-ACCT# 10036D	101-4111-427	TRAVEL FOLIO #10A8HP-PW MTG-MARTINISK	000000	109.00

01-2133	BEST WESTERN RAMKOTA HO					
		I-FOLIO 836525	101-4111-427	TRAVEL SDML CONF. - MARTINISKO	000000	321.00

01-4625	FIB CREDIT CARDS					
		I-09/30/24 PUB BLDGS	101-4111-426	SUPPLIES BUDGET MEETING SUPPLIES/COMM	000000	28.00
		I-FINANCECCD09/30/24	101-4111-426	SUPPLIES BUDGET MTG. SUPPLIES	000000	33.25
		I-FINANCECCD09/30/24	101-4111-426	SUPPLIES BUDGET MTG. SUPPLIES	000000	113.65

	DEPARTMENT 111	COMMISSION	TOTAL:	1,247.89
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01-2394	GUNDERSON, PALMER, NELS					
		I-135724	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	3,700.00

	DEPARTMENT 141	ATTORNEY	TOTAL:	3,700.00
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01-0464	TYLER TECHNOLOGIES, INC					
		I-025-482189	101-4142-422	PROFESSIONAL FINANCIALS PROJECT MGMT.	000000	250.00
		I-025-482327	101-4142-422	PROFESSIONAL TIME CLOCK ASSISTANCE	000000	580.00

01-2133	BEST WESTERN RAMKOTA HO					
		I-FOLIO 809130	101-4142-427	TRAVEL SDML CONF. - GEPPERT	000000	321.00
		I-FOLIO 809131	101-4142-427	TRAVEL SDML CONF. - MCKEOWN	000000	321.00

01-3877	MUTUAL OF OMAHA					
		I-001766725719	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	21.41

01-4625	FIB CREDIT CARDS					
		I-FINANCECCD09/30/24	101-4142-426	SUPPLIES STAFF MTG.	000000	26.97

PACKET: 06795 COMBINED - 10/22/24

VENDOR SET: 01

Section 4 Item a.

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					
			continued			
		I-FINANCECCD09/30/24	101-4142-426	SUPPLIES STAFF MTG.	000000	41.80
				DEPARTMENT 142 FINANCE	TOTAL:	1,562.18

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY					
		I-POWER 09/27/24	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	15.00
		I-POWER 09/27/24	101-4192-428	UTILITIES 0 US HIGHWAY 14A TRAFFIC SIG	000000	51.99
		I-POWER 09/27/24	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.00
		I-POWER 09/27/24	101-4192-428	UTILITIES TRAFFIC LIGHTS 1 MCKINLEY ST	000000	25.09
		I-POWER 09/27/24	101-4192-428	UTILITIES MT MORIAH VIS CNTR	000000	196.22
		I-POWER 09/27/24	101-4192-428	UTILITIES TX BOOTH/BATHROOM MT MORIAH	000000	91.23
		I-POWER 09/27/24	101-4192-428	UTILITIES METHODIST MEM PARK 10 SHINE	000000	23.79
		I-POWER 09/27/24	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES ST	000000	18.92
		I-POWER 09/27/24	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	501.33
		I-POWER 09/27/24	101-4192-428	UTILITIES 102 WATER TANK LN	000000	16.56
		I-POWER 09/27/24	101-4192-428	UTILITIES 105 1/2 SHERMAN TRAFFIC LIGHTS	000000	69.40
		I-POWER 09/27/24	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	6,563.28
		I-POWER 09/27/24	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	30.09
		I-POWER 09/27/24	101-4192-428-04	UTILITIES - C 108 SHERMAN ST CITY HALL	000000	2,651.87
		I-POWER 09/27/24	101-4192-428	UTILITIES TIMMS LANE POLE BLDG	000000	47.64
		I-POWER 09/27/24	101-4192-428	UTILITIES PUMP 119 DENVER AVE	000000	840.27
		I-POWER 09/27/24	101-4192-428	UTILITIES PRESSURE REG STATION 13 CRESCE	000000	33.32
		I-POWER 09/27/24	101-4192-428	UTILITIES 135 SHERMAN ST LIGHTS	000000	106.15
		I-POWER 09/27/24	101-4192-428	UTILITIES 135 WILLIAMS ST LIGHTS	000000	22.96
		I-POWER 09/27/24	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	268.42
		I-POWER 09/27/24	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	120.59
		I-POWER 09/27/24	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT ST	000000	321.78
		I-POWER 09/27/24	101-4192-428-06	UTILITIES - D 15 CRESCENT ST RODEO	000000	1,562.14
		I-POWER 09/27/24	101-4192-428-06	UTILITIES - D 15 CRESCENT ST SNOWCROSS	000000	15.00
		I-POWER 09/27/24	101-4192-428	UTILITIES WELCOME SIGN- DWD HILL	000000	16.56
		I-POWER 09/27/24	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN	000000	516.40
		I-POWER 09/27/24	101-4192-428-03	UTILITIES - B CONCESSION STAND 16 CRESCENT	000000	128.39
		I-POWER 09/27/24	101-4192-428	UTILITIES 17 PLEASANT ST LIGHTS	000000	27.49
		I-POWER 09/27/24	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	19.04
		I-POWER 09/27/24	101-4192-428-15	UTILITIES - T GAYVILLE PUMP 170 BLACKTAIL	000000	15.00
		I-POWER 09/27/24	101-4192-428	UTILITIES 178 SHERMAN ST LIGHTS	000000	102.95
		I-POWER 09/27/24	101-4192-428	UTILITIES PRV 180 CLIFF ST	000000	25.78
		I-POWER 09/27/24	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	75.48
		I-POWER 09/27/24	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	53.08
		I-POWER 09/27/24	101-4192-428	UTILITIES FLAG 2 MT MORIAH DRIVE	000000	34.07
		I-POWER 09/27/24	101-4192-428	UTILITIES 22 DUDLEY ST LIGHTS	000000	25.84
		I-POWER 09/27/24	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	96.23
		I-POWER 09/27/24	101-4192-428-01	UTILITIES - A ADAMS HOUSE 22 VAN BUREN	000000	429.85
		I-POWER 09/27/24	101-4192-428	UTILITIES 22 WASHINGTON ST LIGHTS	000000	57.96
		I-POWER 09/27/24	101-4192-428	UTILITIES TRAFFIC LIGHS 4 LANE	000000	56.89
		I-POWER 09/27/24	101-4192-428	UTILITIES PRESSURE REDUCTION STN 255 MAI	000000	22.77
		I-POWER 09/27/24	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	584.58

PACKET: 06795 COMBINED - 10/22/24

VENDOR SET: 01

Section 4 Item a.

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	09/27/24	101-4192-428	UTILITIES 301 CLIFF ST	000000	1,181.87	
	I-POWER	09/27/24	101-4192-428	UTILITIES 34 LINCOLN AVE LIGHTS	000000	43.92	
	I-POWER	09/27/24	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DR	000000	22.84	
	I-POWER	09/27/24	101-4192-428	UTILITIES 368 WILLIAMS ST LIGHTS	000000	25.84	
	I-POWER	09/27/24	101-4192-428	UTILITIES WATER HEAT TAPE 37 WATER ST	000000	15.00	
	I-POWER	09/27/24	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	17.85	
	I-POWER	09/27/24	101-4192-428	UTILITIES REDWOOD TANK MCGOVERN HILL	000000	84.88	
	I-POWER	09/27/24	101-4192-428	UTILITIES 398 WILLIAMS ST LIGHTS	000000	24.84	
	I-POWER	09/27/24	101-4192-428	UTILITIES PRV STATION 4 DAKOTA ST	000000	22.86	
	I-POWER	09/27/24	101-4192-428	UTILITIES 4 MT MORIAH RD LIGHTS	000000	29.04	
	I-POWER	09/27/24	101-4192-428-17	UTILITIES - D MUSEUM DAYS 40 CRESCENT ST	000000	2,903.91	
	I-POWER	09/27/24	101-4192-428-19	UTILITIES - G 418 CLIFF ST GATEWAY BLDG	000000	59.55	
	I-POWER	09/27/24	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	384.82	
	I-POWER	09/27/24	101-4192-428	UTILITIES 46 FREMONT ST LIGHTS	000000	39.28	
	I-POWER	09/27/24	101-4192-428	UTILITIES 49 SHERMAN ST LIGHTS	000000	76.03	
	I-POWER	09/27/24	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BUIL	000000	69.35	
	I-POWER	09/27/24	101-4192-428	UTILITIES 5 SIEVER ST	000000	590.33	
	I-POWER	09/27/24	101-4192-428	UTILITIES PUMP 50 PLEASANT ST	000000	15.00	
	I-POWER	09/27/24	101-4192-428-02	UTILITIES - A ADAMS MUSEUM 50 SHERMAN ST	000000	715.46	
	I-POWER	09/27/24	101-4192-428	UTILITIES 500 1/2 MAIN ST	000000	70.63	
	I-POWER	09/27/24	101-4192-428	UTILITIES 501 MAIN ST WELCOME CENTER	000000	1,118.93	
	I-POWER	09/27/24	101-4192-428	UTILITIES 509 WILLIAMS ST LIGHTS	000000	22.60	
	I-POWER	09/27/24	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	19.28	
	I-POWER	09/27/24	101-4192-428	UTILITIES WELCOME SIGN-JCT HWY 385 & CLI	000000	17.71	
	I-POWER	09/27/24	101-4192-428	UTILITIES WILD BILL STATUE 53 SHERMAN ST	000000	15.36	
	I-POWER	09/27/24	101-4192-428	UTILITIES 565 MAIN ST LIGHTS	000000	60.47	
	I-POWER	09/27/24	101-4192-428-15	UTILITIES - T TROLLEY BARN 60 DUNLOP AVE	000000	201.06	
	I-POWER	09/27/24	101-4192-428	UTILITIES 610 BROADWAY ST	000000	88.72	
	I-POWER	09/27/24	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVE	000000	766.77	
	I-POWER	09/27/24	101-4192-428	UTILITIES 62 FOREST AVE LIGHTS	000000	32.27	
	I-POWER	09/27/24	101-4192-428	UTILITIES BROADWAY PARKING RAMP	000000	610.98	
	I-POWER	09/27/24	101-4192-428	UTILITIES 65 SHERMAN ST	000000	1,463.20	
	I-POWER	09/27/24	101-4192-428	UTILITIES 7 1/2 PECK ST LIGHTS	000000	32.37	
	I-POWER	09/27/24	101-4192-428	UTILITIES 7 1/2 SAMPSON ST LIGHTS	000000	34.52	
	I-POWER	09/27/24	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	77.54	
	I-POWER	09/27/24	101-4192-428-24	UTILITIES - O 703 MAIN ST OUTLAW SQUARE	000000	747.14	
	I-POWER	09/27/24	101-4192-428-07	UTILITIES - F FIRE HALL 737 MAIN ST	000000	597.33	
	I-POWER	09/27/24	101-4192-428-12	UTILITIES - P DWD PAVILION 767 MAIN ST	000000	68.08	
	I-POWER	09/27/24	101-4192-428-12	UTILITIES - P 737 MAIN ST	000000	10.46	
	I-POWER	09/27/24	101-4192-428	UTILITIES 767 MAIN ST	000000	20.91	
	I-POWER	09/27/24	101-4192-428	UTILITIES SAMPSON ST PUMP	000000	19.83	
	I-POWER	09/27/24	101-4192-428	UTILITIES 8 DAKOTA ST LIGHTS	000000	20.72	
	I-POWER	09/27/24	101-4192-428	UTILITIES 9 CEMETERY ST LIGHTS	000000	17.05	
	I-POWER	09/27/24	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	16.32	
	I-POWER	09/27/24	101-4192-428	UTILITIES FEES AND ADJUSTMENTS	000000	405.89-	

01-0539 LEAD-DEADWOOD SANITARY

I-10/01/24 CONSUMPT 101-4192-428-15 UTILITIES - T DEADWOOD-CITY TROLLEY BARN 000000 31.20



PACKET: 06795 COMBINED - 10/22/24

VENDOR SET: 01

Section 4 Item a.

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
01-0539	LEAD-DEADWOOD SANITARY	continued				
		I-10/01/24	CONSUMPT 101-4192-428-07	UTILITIES - F DEADWOOD-CITY FIRE DEPT	000000	25.75
		I-10/01/24	CONSUMPT 101-4192-428-09	UTILITIES - H HOMESTAKE ADAMS RESEARCH CNTR	000000	22.00
		I-10/01/24	CONSUMPT 101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	22.00
		I-10/01/24	CONSUMPT 101-4192-428-10	UTILITIES - L DEADWOOD-CITY LIBRARY	000000	22.00
		I-10/01/24	CONSUMPT 101-4192-428-19	UTILITIES - G DEADWOOD GATEWAY PARK RESTRMS	000000	22.00
		I-10/01/24	CONSUMPT 101-4192-428-06	UTILITIES - D GRANDSTAND-RODEO GROUNDS-DWD	000000	22.00
		I-10/01/24	CONSUMPT 101-4192-428-18	UTILITIES - F DEADWOOD CITY-FERGUSON FIELD	000000	22.00
		I-10/01/24	CONSUMPT 101-4192-428-14	UTILITIES - S DEADWOOD-CITY PUBLIC WORKS	000000	38.91
		I-10/01/24	CONSUMPT 101-4192-428-11	UTILITIES - P PARKS SHOP-DEADWOOD	000000	22.64
		I-10/01/24	CONSUMPT 101-4192-428-03	UTILITIES - B DEADWOOD-CITY-BASEBALL FIELDS	000000	43.30
		I-10/01/24	CONSUMPT 101-4192-428	UTILITIES DEADWOOD-CITY GORDON PARK	000000	22.00
		I-10/01/24	CONSUMPT 101-4192-428-02	UTILITIES - A DEADWOOD-CITY ADAMS MUSEUM	000000	39.95
		I-10/01/24	CONSUMPT 101-4192-428-01	UTILITIES - A DEADWOOD - CITY ADAMS HOUSE	000000	61.77
		I-10/01/24	CONSUMPT 101-4192-428-04	UTILITIES - C DEADWOOD - CITY HALL	000000	46.47
		I-10/01/24	CONSUMPT 101-4192-428-08	UTILITIES - H DEADWOOD HISTORY CENTER	000000	41.07
		I-10/01/24	CONSUMPT 101-4192-428-13	UTILITIES - R DEADWOOD-CITY REC CENTER	000000	267.35
		I-10/01/24	CONSUMPT 101-4192-428-24	UTILITIES - O DEADWOOD CITY OUTLAW SQUARE	000000	31.82
		I-10/01/24	CONSUMPT 101-4192-428-21	UTILITIES - W WELCOME CENTER-DEADWOOD CITY	000000	181.73
		I-10/01/24	CONSUMPT 101-4192-428-17	UTILITIES - D DAYS OF 76 MUSEUM	000000	243.51
01-1406	STRETCH'S GLASS & CUSTO					
		I-I024686	101-4192-425-02	REPAIRS - ADA GLAZE-PUTTY REPAIR/AD MUSEUM	000000	484.00
		I-I024701	101-4192-425-01	REPAIRS - ADA SCREEN REPAIR/ADAMS HOUSE	000000	145.10
01-1502	BLACK HILLS CHEMICAL					
		I-279710	101-4192-426	SUPPLIES GLOVE-GLS CLNR-GARB BAGS/PB	000000	480.44
01-1558	ECOLAB PEST ELIMINATION					
		I-6472043	101-4192-422-21	PROFESSIONAL RODENT PROGRAM/WELCOME CENTER	000000	119.19
01-1626	SERVALL UNIFORM AND LIN					
		I-09/17/24	INVOICES 101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0965196	000000	41.94
		I-09/17/24	INVOICES 101-4192-426-14	SUPPLIES - ST STREET DEPT / 0965198	000000	86.18
		I-09/17/24	INVOICES 101-4192-426-15	SUPPLIES - TR TROLLEY/0965197	000000	106.00
		I-09/17/24	INVOICES 101-4192-426-07	SUPPLIES - FI FIRE HALL / 0965179	000000	41.71
		I-09/17/24	INVOICES 101-4192-422-10	PROFESSIONAL LIBRARY / 0965181	000000	39.03
		I-09/19/24	INVOICES 101-4192-426-04	SUPPLIES - CI CITY HALL - 0966388	000000	183.52
		I-09/19/24	INVOICES 101-4192-426-13	SUPPLIES - RE REC CENTER / 0966389	000000	270.62
		I-09/19/24	INVOICES 101-4192-426-08	SUPPLIES - HI HISTORY / 0966387	000000	64.22
		I-09/19/24	INVOICES 101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 0966386	000000	39.78
		I-10/01/24	INVOICES 101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0970679	000000	41.94
		I-10/01/24	INVOICES 101-4192-426-14	SUPPLIES - ST STREET DEPT / 0970681	000000	86.18
		I-10/01/24	INVOICES 101-4192-426-15	SUPPLIES - TR TROLLEY/0970680	000000	106.00
		I-10/01/24	INVOICES 101-4192-426-07	SUPPLIES - FI FIRE HALL / 0970664	000000	41.71
		I-10/01/24	INVOICES 101-4192-422-10	PROFESSIONAL LIBRARY / 0970666	000000	39.03
		I-10/03/24	INVOICES 101-4192-426-04	SUPPLIES - CI CITY HALL - 0971865	000000	183.52
		I-10/03/24	INVOICES 101-4192-426-13	SUPPLIES - RE REC CENTER / 0971866	000000	270.62
		I-10/03/24	INVOICES 101-4192-426-08	SUPPLIES - HI HISTORY / 0971864	000000	64.22

PACKET: 06795 COMBINED - 10/22/24  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1626	SERVALL UNIFORM AND LIN		continued			
		I-10/03/24	INVOICES 101-4192-426-21	SUPPLIES - WE WELCOME CENTER / 0971863	000000	39.78
01-3413	PINNACLE CARPET CLEANIN					
		I-012575	101-4192-422-04	PROFESSIONAL CARPET CLEANING/CITY HALL	000000	1,194.00
01-3877	MUTUAL OF OMAHA					
		I-001766725719	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	14.63
01-4057	VIEHAUSER ENTERPRISES,					
		I-214712	101-4192-422-17	PROFESSIONAL- SRV CALL-KEYPAD-DEAD BATT/76MU	000000	119.98
01-4625	FIB CREDIT CARDS					
		I-09/30/24	PUB BLDGS 101-4192-426	SUPPLIES (6) THE WORKS CLEANER/PB	000000	106.44
		I-09/30/24	PUB BLDGS 101-4192-426-08	SUPPLIES - HI WALMART-DEHUMIDIFIER/HISTORY	000000	157.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1MQG-911Q-PVCR	101-4192-426	SUPPLIES BLUETOOTH CAR ADAPTOR/PB	000000	51.98
		I-1NVG-CWWX-DYC7	101-4192-426	SUPPLIES FEIT ELECT LED LIGHT BULBS/PB	000000	103.68
01-4803	SUMMIT FIRE PROTECTION					
		I-115017509	101-4192-422	PROFESSIONAL ANN FIRE EXTINGUISHER MAINT/PB	000000	5,056.70
01-4944	QUADIENT FINANCE USA, I					
		I-ORDER#17391394	101-4192-426-04	SUPPLIES - CI INK CARTRIDGE-POSTG MACHINE	000000	175.75
01-4960	THE PLUMBER INC					
		I-10388	101-4192-422-18	PROFESSIONAL REMOVE-RESEAL URINAL/FOOTBALL	000000	597.00
01-5331	CANYON CONCRETE CORP					
		I-262	101-4192-433-07	IMPROVEMENTS- FLATWORK,REBAR,CONCRETE DELIV.	000000	8,962.36
					DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL: 48,707.15
01-0464	TYLER TECHNOLOGIES, INC					
		I-025-482029	101-4193-422	PROFESSIONAL TIME CLOCK INTERFACE-LIC/MAINT	000000	1,753.25
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-429157	101-4193-422	PROFESSIONAL EML SECUR,BKUP,WKSTNS	000000	2,701.48
					DEPARTMENT 193 COMPUTER SERVICE	TOTAL: 4,454.73
01-0508	GALLS, LLC					
		I-029152340	101-4210-426	SUPPLIES NAME TAG - POLICE	000000	22.83
01-0826	LAWRENCE CO. AUDITOR					
		I-09/10/24	101-4210-422	PROFESSIONAL CENTRAL SQUARE MAINT.FEE - PD	000000	1,868.00

01/18/2024 10:34 AM  
 PACKET: 06795 COMBINED - 10/22/24  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 210 POLICE  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1424	SOUTHSIDE SERVICE	I-0061244	101-4210-425	REPAIRS TIRE REPAIR - POLICE	000000	45.00
01-3877	MUTUAL OF OMAHA	I-001766725719	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	85.80
01-4625	FIB CREDIT CARDS	I-POLICECCD09/30/24	101-4210-427	TRAVEL FUEL TO PIERRE TRAINING - PD	000000	33.25
01-4711	AMAZON CAPITAL SERVICES	I-1N6C-HN6M-4CJC	101-4210-435	FURNITURE BKCASE,OFC CHAIR,WRDROBE - PD	000000	735.89
01-5328	SOLAR BROS.WINDOW TINTI	I-1784	101-4210-426	SUPPLIES FULL TINT-'22 DODGE CHARGER/PD	000000	300.00
					DEPARTMENT 210 POLICE	TOTAL: 3,090.77
01-0864	M & T FIRE AND SAFETY	I-12645P	101-4221-434	MACHINERY/EQU HOSES - FIRE DEPT.EQUIPMENT	000000	3,196.00
01-3170	MED-TECH RESOURCE LLC	I-150467	101-4221-434	MACHINERY/EQU WILDLAND COAT & PANTS - FIRE	000000	867.68
01-3877	MUTUAL OF OMAHA	I-001766725719	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	6.60
01-4682	ROBITAILLE, PAUL	I-22758	101-4221-427	TRAVEL REIMB.ACTION TRAINING AGREEMT	000000	90.00
01-5052	AVID4 ENGINEERING	I-23-123.15	101-4221-422	PROFESSIONAL FIRE DPT GIS TECH SERVICES	000000	125.00
					DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR	TOTAL: 4,285.28
01-2133	BEST WESTERN RAMKOTA HO	I-FOLIO 836526	101-4232-427	TRAVEL SDML CONF. - MOHR	000000	214.00
01-2243	MOHR, TRENT	I-10/11/24	101-4232-427	TRAVEL TRAVEL REIMBSMT - SDML CONF.	000000	69.98
01-3877	MUTUAL OF OMAHA	I-001766725719	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	6.60
					DEPARTMENT 232 BUILDING INSPECTION	TOTAL: 290.58
01-0561	SOUTH DAKOTA 811					

PACKET: 06795 COMBINED - 10/22/24

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0561	SOUTH DAKOTA	811	continued			
		I-SD24-02903	101-4310-422	PROFESSIONAL MSG-FAX FEES JULY-SEPT/STRTS	000000	73.36
01-0598	SUMMIT SIGNS AND SUPPLY					
		I-66416	101-4310-426	SUPPLIES (4) 18X24 STALLS NOT SIGNS/STR	000000	240.00
01-0684	NORTHWEST PIPE FITTINGS					
		I-1492892	101-4310-426	SUPPLIES (4) STEEL CPLG THR PROTECT/STR	000000	106.44
01-1515	RAPID DELIVERY					
		I-09/30/24 STATEMENT	101-4310-422	PROFESSIONAL DELIVERY FLOYDS/STREETS	000000	18.20
		I-09/30/24 STATEMENT	101-4310-422	PROFESSIONAL DELIVERY BUTLER/STREETS	000000	55.58
		I-09/30/24 STATEMENT	101-4310-422	PROFESSIONAL DELIVERY BUTLER/STREETS	000000	47.78
01-2688	ENVIRONMENTAL EQUIPMENT					
		I-24341	101-4310-426	SUPPLIES HARDWARE KIT-CLAMP/STRTS	000000	87.06
01-3877	MUTUAL OF OMAHA					
		I-001766725719	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	41.03
01-3956	ADAMS SALVAGE RECYCLING					
		I-3703	101-4310-422	PROFESSIONAL TRUCK TIRES/STREETS	000000	47.98
01-4711	AMAZON CAPITAL SERVICES					
		I-14XD-49NQ-HWQ9	101-4310-426	SUPPLIES WEATHERTECH FLOORLINER/STRTS	000000	231.90
01-5227	DGR ENGINEERING					
		I-00270984	101-4310-422	PROFESSIONAL PRO SRVCS BURNHAM EXT/STRTS	000000	5,000.00
01-5259	JOHNER PAVING					
		I-1234	101-4310-425	REPAIRS 1.85 3/4" ASPHALT/STREETS	000000	138.75
		I-1245	101-4310-425	REPAIRS (2.02) 3/4" ASPHALT/STREETS	000000	151.50
01-5278	DARK CANYON COFFEE					
		I-145758	101-4310-426	SUPPLIES HIGHLANDER GROGG/STRTS	000000	29.87
					DEPARTMENT 310 STREETS	TOTAL: 6,269.45
01-4630	SANDER SANITATION SERVI					
		I-09/30/24 RES GARB	101-4320-422	PROFESSIONAL SEPT RESIDENT GARBAGE/STRTS	000000	12,834.16
					DEPARTMENT 320 SANITATION	TOTAL: 12,834.16
01-0213	TRUGREEN CHEM-LAWN					
		I-200943943	101-4520-422	PROFESSIONAL LAWN SERVICES/GORDON PARK	000000	188.19
		I-200943944	101-4520-422	PROFESSIONAL LAWN SERVICES/MARTHA BULLOCK	000000	97.58
		I-200943945	101-4520-422	PROFESSIONAL LAWN SERVICES/SOFTBALL FIELDS	000000	518.97

PACKET: 06795 COMBINED - 10/22/24

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0213	TRUGREEN CHEM-LAWN		continued			
		I-200943946	101-4520-422	PROFESSIONAL LAWN SERVICES/FERGUSON FIELD	000000	493.61
		I-200943947	101-4520-422	PROFESSIONAL LAWN SERVICES/PLUMA PARK	000000	225.58
01-0551	MENARD'S					
		I-37053	101-4520-434	MACHINERY/EQU 17" FLOOR DRILL PRESS/PARKS	000000	615.90
01-0578	TWIN CITY HARDWARE & LU					
		I-2409-016900	101-4520-434	MACHINERY/EQU FULLER BROS TRAIL	000000	28.47
01-0776	ALBERTSON ENGINEERING,					
		I-21025	101-4520-422-01	PROF SERV- FE PROJ.3-CRK RESTOR/COMFORT INN	000000	3,669.94
		I-21026	101-4520-422-01	PROF SERV- FE WHTWD CRK - ADDENDUM #4	000000	1,912.50
		I-21027	101-4520-422-01	PROF SERV- FE WHITEWOOD CRK - ADDENDUM #5	000000	450.00
01-1483	KNECHT HOME CENTER					
		I-11228706	101-4520-426	SUPPLIES (5) 15BC OPEN BAR HLDR/PARKS	000000	34.05
01-3877	MUTUAL OF OMAHA					
		I-001766725719	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	42.90
01-4625	FIB CREDIT CARDS					
		I-FINANCECCD09/30/24	101-4520-426	SUPPLIES PARKS MEETING	000000	35.50
01-4696	RUNNING SUPPLY INC.					
		I-09/30/24 STATEMENT	101-4520-426	SUPPLIES WIRE GATE-HOG PANEL/PARKS	000000	967.77
01-5052	AVID4 ENGINEERING					
		I-23-123.15	101-4520-422	PROFESSIONAL TRAILS GIS TECH SERVICES	000000	62.50
					DEPARTMENT 520 PARKS	TOTAL: 9,343.46
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01-3877	MUTUAL OF OMAHA					
		I-001766725719	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	6.60
					DEPARTMENT 640 PLANNING AND ZONING	TOTAL: 6.60
-----						
					FUND 101 GENERAL FUND	TOTAL: 96,117.45

PACKET: 06795 COMBINED - 10/22/24  
 VENDOR SET: 01  
 FUND : 206 LIBRARY FUND  
 DEPARTMENT: 550 LIBRARY  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1613	THE LIBRARY STORE, INC.					
		I-709626	206-4550-426	SUPPLIES DVD SECUR.CASES,EASELS-LIBRARY	000000	161.88
		I-709626	206-4550-434	COLLECTION DE CHILDREN'S BOOK - LIBRARY	000000	10.99
01-3877	MUTUAL OF OMAHA					
		I-001766725719	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	4.29
01-4711	AMAZON CAPITAL SERVICES					
		C-139K-4R7V-LCFX	206-4550-434	COLLECTION DE CR FOR BOOK RETURN - LIBRARY	000000	14.41-
		I-11K7-DYF6-DV3Y	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	18.94
		I-11K7-DYF6-DV3Y	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	104.65
		I-13YQ-411V-QQMX	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	79.07
		I-1TGN-CJ1K-6CRF	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	40.67
		I-1TGN-CJ1K-6CRF	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	45.26
DEPARTMENT 550 LIBRARY					TOTAL:	451.34
FUND 206 LIBRARY FUND					TOTAL:	451.34

PACKET: 06795 COMBINED - 10/22/24  
 VENDOR SET: 01  
 FUND : 209 BED & BOOZE FUND  
 DEPARTMENT: 510 REC CENTER  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	I-2409-015994	209-4510-426	SUPPLIES (2) 8.5W PLC HOR 4P LED BULB/R	000000	29.98
01-0776	ALBERTSON ENGINEERING,	I-21045	209-4510-422	PROFESSIONAL PUMP ROOM ASSESSMENT/REC	000000	854.94
01-1333	DEADWOOD ELECTRIC	I-23233	209-4510-425	REPAIRS REPAIR OUTLET CHEM MIXER/REC	000000	94.39
01-1406	STRETCH'S GLASS & CUSTO	I-I024700	209-4510-422	PROFESSIONAL REPAIR-INSTAL LEADED GLASS/REC	000000	1,445.00
01-1694	GRIMM'S PUMP & INDUSTRI	I-59415	209-4510-422	PROFESSIONAL REPAIR TO SMALL FEATURE/REC	000000	3,956.91
01-3836	MID-AMERICAN RESEARCH C	I-0831072-IN	209-4510-426	SUPPLIES (12) BACTERIZER/REC CENTER	000000	168.35
01-3877	MUTUAL OF OMAHA	I-001766725719	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	18.65
01-4125	POOL & SPA CENTER-SPEAR	I-POS1167713	209-4510-426	SUPPLIES FILTER-FLOATER-STOP LEAK/REC	000000	230.15
01-4625	FIB CREDIT CARDS	I-09/30/24 PUB BLDGS	209-4510-427	TRAVEL FUEL-POOL CER COURSE/REC	000000	44.02
		I-09/30/24 PUB BLDGS	209-4510-427	TRAVEL BAYMONT-POOL CERT COURSE/REC	000000	240.34
01-4711	AMAZON CAPITAL SERVICES	I-16LG-JPHW-VFNR	209-4510-426	SUPPLIES WRENCH-PLIERS-SCREWDRIVERS/REC	000000	142.35
					DEPARTMENT 510 REC CENTER	TOTAL: 7,225.08
					FUND 209 BED & BOOZE FUND	TOTAL: 7,225.08

PACKET: 06795 COMBINED - 10/22/24

VENDOR SET: 01

FUND : 211 BID #9

DEPARTMENT: 630 BID #9

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4576	DEADWOOD CHAMBER - OUTL	I-10/04/24	211-4630-423	MARKETING BID #9 FUNDING - OUTLAW SQUAR	000000	40,000.00
			DEPARTMENT 630	BID #9	TOTAL:	40,000.00
			FUND 211	BID #9	TOTAL:	40,000.00



PACKET: 06795 COMBINED - 10/22/24

VENDOR SET: 01

Section 4 Item a.

FUND : 212 BID #8 (Business Improve)

DEPARTMENT: 630 BID 8

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5287	HIGHPOINT SIGHTWORKS, L	I-1351	212-4630-423	MARKETING	BID #8 - WHITE ROCKS TRAIL	000000 5,000.00
				DEPARTMENT 630	BID 8	TOTAL: 5,000.00
				FUND 212	BID #8 (Business Improve)	TOTAL: 5,000.00

PACKET: 06795 COMBINED - 10/22/24

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-102224	215-4572-210	VISITOR MGMT HPC MARKETING	000000	3,175.01
01-0951	DEADWOOD ALIVE					
		I-1900-24	215-4572-235	VISITOR MGMT OCTOBER 2024	000000	10,000.00
01-3060	QUIK SIGNS					
		I-44668	215-4572-235	VISITOR MGMT STAGE RUN UTILITY BOX	000000	338.26
01-5052	AVID4 ENGINEERING					
		I-23-123.15	215-4572-235	VISITOR MGMT PUB ED GIS TECH SERVICES	000000	562.50
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 14,075.77
01-0578	TWIN CITY HARDWARE & LU					
		I-2409-017974	215-4573-335	HIST. INTERP. RUBBER MALLET-ARCHIVES	000000	6.98
		I-2409-018876	215-4573-335	HIST. INTERP. WINDOW GLASS- ARCHIVES	000000	21.00
01-2022	BOEN, RENEE					
		I-10022024.04	215-4573-335	HIST. INTERP. AUG 2024 CONSULTATION	000000	1,600.00
01-2585	PASTPERFECT SOFTWARE					
		I-2024SPTPP0-37392	215-4573-335	HIST. INTERP. 2025 RENEWAL HOST/SUPPORT	000000	812.00
DEPARTMENT 573 HP HISTORIC INTERPRETATIOT						TOTAL: 2,439.98
01-0429	BLACK HILLS ENERGY					
		I-POWER 09/27/24	215-4575-505-04	85 CHARLES ST 85 CHARLES STREET	000000	15.00
01-4739	TWIN CITY HARDWARE-HP P					
		I-2408-014499	215-4575-525	GRANT/LOAN PA 20 PLEASANT	000000	119.98
		I-2408-014629	215-4575-525	GRANT/LOAN PA 299 WILLIAMS	000000	46.99
		I-2408-015378	215-4575-525	GRANT/LOAN PA 24 ADAMS	000000	30.98
		I-2408-015392	215-4575-525	GRANT/LOAN PA 24 ADAMS	000000	52.98
		I-2409-015752	215-4575-525	GRANT/LOAN PA 23 CENTENNIAL	000000	49.98
		I-2409-015968	215-4575-525	GRANT/LOAN PA 23 WASHINGTON	000000	315.92
		I-2409-016067	215-4575-525	GRANT/LOAN PA 23 CENTENNIAL	000000	49.98
		I-2409-016141	215-4575-525	GRANT/LOAN PA 23 CENTENNIAL	000000	235.96
		I-2409-016547	215-4575-525	GRANT/LOAN PA 416 WILLIAMS	000000	11.99
		I-2409-016890	215-4575-525	GRANT/LOAN PA 299. WILLIAMS	000000	12.86
		I-2409-017021	215-4575-525	GRANT/LOAN PA 18 DENVER	000000	211.96
		I-2409-017056	215-4575-525	GRANT/LOAN PA 822 MAIN	000000	161.97
		I-2409-017777	215-4575-525	GRANT/LOAN PA 23 CENTENNIAL	000000	117.98
		I-2409-018500	215-4575-525	GRANT/LOAN PA 17 PARK	000000	158.97
		I-2409-018543	215-4575-525	GRANT/LOAN PA 43 CENTENNIAL	000000	477.96
		I-2409-018650	215-4575-525	GRANT/LOAN PA 17 PARK	000000	70.96
		I-2409-018882	215-4575-525	GRANT/LOAN PA 43 CENTENNIAL	000000	243.96

PACKET: 06795 COMBINED - 10/22/24

VENDOR SET: 01

Section 4 Item a.

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
01-4739	TWIN CITY HARDWARE-HP P	continued				
		I-2409-019019	215-4575-525	GRANT/LOAN PA 24 ADAMS	000000	42.99
		I-2409-019020	215-4575-525	GRANT/LOAN PA 43 CENTENNIAL	000000	121.98
		I-2409-019133	215-4575-525	GRANT/LOAN PA 6 HARRISON	000000	80.91
		I-2409-019197	215-4575-525	GRANT/LOAN PA 43 CENTENNIAL	000000	121.98
		I-2409-019357	215-4575-525	GRANT/LOAN PA 20 PLEASANT	000000	18.98
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA						TOTAL: 2,773.22
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-429157	215-4576-600	PROFES. SERV. OFFSITE BKUP & WKSTNS - HP	000000	1,015.00
01-0776	ALBERTSON ENGINEERING,					
		I-21040	215-4576-600	PROFES. SERV. WELCOME CNTR TRAIL RECON	000000	300.00
		I-21041	215-4576-600	PROFES. SERV. 74 VAN BUREN	000000	100.00
		I-21042	215-4576-600	PROFES. SERV. 85 CHARLES FOUNDATION	000000	600.00
		I-21043	215-4576-600	PROFES. SERV. TAYLOR STREET, SIDEWALK, RW	000000	1,704.94
01-2394	GUNDERSON, PALMER, NELS					
		I-135724	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	725.14
01-3060	QUIK SIGNS					
		I-44668	215-4576-630	PROFES. SERV. STAGE RUN UTILITY BOX	000000	338.26
01-4875	KNIPPER, ANITA					
		I-092524	215-4576-630	PROFES. SERV. TRUNK OR TREAT CANDY	000000	50.03
DEPARTMENT 576 HP PROFESSIONAL SERVICES						TOTAL: 4,833.37
01-0043	TRINITY UNITED METHODIS					
		I-10/17/2024	215-4577-775	CAPITAL ASSET WREATHS/GARLAND-STRT DECOR.	000000	1,766.00
01-0418	BLACK HILLS PIONEER					
		I-#887 - 9/5/24	215-4577-755	CAPITAL ASSET BID NOTIC-52,48TAYLOR,RET.WALL	000000	30.57
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-429457	215-4577-700	CAPITAL ASSET CITY HALL RE-ROUTE WIFI	000000	3,603.55
01-4366	TOBIN LIVESTOCK EQUIPME					
		I-108	215-4577-735	CAPITAL ASSET PORTABLE CHUTE- DAYS'76 RODEO	000000	7,329.75
DEPARTMENT 577 HP FIXED CAPITAL ASSETS						TOTAL: 12,729.87
01-0451	RUNGE, MIKE					
		I-092424	215-4641-427	TRAVEL TRAVEL TO DENVER SCANNING PROJ	000000	135.36

PACKET: 06795 COMBINED - 10/22/24

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1705	VANWAY TROPHY					
		I-117241-1	215-4641-426	SUPPLIES	SPEEDY DELIVERY PER BONNY	000000 16.90
01-2205	KUCHENBECKER, KEVIN					
		I-100324	215-4641-427	TRAVEL	MEALS/ROOM CONFERENCE-KK	000000 179.57
01-3877	MUTUAL OF OMAHA					
		I-001766725719	215-4641-415	GROUP INSURAN	LIFE INSURANCE	000000 26.40
01-4317	VIGILANT BUSINESS SOLUT					
		I-3029	215-4641-422	PROFESSIONAL	BACKGROUND SCREENINGS	000000 72.25
01-4625	FIB CREDIT CARDS					
		I-FINANCECCD09/30/24	215-4641-426	SUPPLIES	H P MEETING	000000 55.00
					DEPARTMENT 641	OFFICE HIST. PRES. TOTAL: 485.48
					FUND 215	HISTORIC PRESERVATION TOTAL: 37,337.69

PACKET: 06795 COMBINED - 10/22/24

VENDOR SET: 01

Section 4 Item a.

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
01-4086	TWIN CITY HARDWARE - GR					
		I-2408-014774	216-1310	DUE FROM OTHE 57 FOREST - JIM CLARK	000000	1,852.52
		I-2409-015756	216-1310	DUE FROM OTHE 57 FOREST - JIM CLARK	000000	37.95
01-5209	BRANCH CONSTRUCTION SER					
		I-4	216-1310	DUE FROM OTHE 74 VAN BUREN RW	000000	1,636.50
01-5307	THE HANDY MAN					
		I-2002	216-1310	DUE FROM OTHE 9 SHINE PAYMENT INVOICE	000000	3,461.39
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						6,988.36
01-0558	NHS OF THE BLACK HILLS					
		I-100924	216-4653-960	CLOSING CO CLIENT CREDIT REPORTS	000000	473.03
		I-2024-9	216-4653-422	PROFESSIONAL SERV CONTRACT-INTERIM BILLING	000000	3,000.00
01-1496	LAWRENCE CO. REGISTER O					
		I-092524	216-4653-960	CLOSING CO 45 BURNHAM RCRD MORTGAGE SAT	000000	60.00
		I-092624	216-4653-960	CLOSING CO 47 FOREST AVENUE RECRD FEE	000000	30.00
		I-100224	216-4653-960	CLOSING CO 11 LINCOLN RCRD FEE MRTG SAT	000000	30.00
01-4086	TWIN CITY HARDWARE - GR					
		I-2409-016183	216-4653-962-03	WINDOWS GRANT 21 GUY CODINGTON	000000	6,400.00
01-5255	SGMSD, LLC					
		I-100724	216-4653-962-05	FACADE EASEME 700 MAIN FRANKLIN HOTEL FACADE	000000	346,725.60
				DEPARTMENT 653	REVOLVING LOAN	TOTAL:
						356,718.63
				FUND	216	REVOLVING LOAN
						TOTAL:
						363,706.99

PACKET: 06795 COMBINED - 10/22/24  
 VENDOR SET: 01  
 FUND : 602 WATER FUND  
 DEPARTMENT: 330 WATER  
 BUDGET TO USE: CB-CURRENT BUDGET

**Section 4 Item a.**

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0206	SCHMIDT, WILLIAM					
		I-09/25/24 INVOICE	602-4330-425	REPAIRS 531 LOWER MAIN SIDEWALK/WATER	000000	3,166.00
		I-10/08/24 INVOICE	602-4330-425	REPAIRS DENVER ST PUMP HOUSE/WATER	000000	10,720.00
01-0539	LEAD-DEADWOOD SANITARY					
		I-10/01/24 EQR	602-4330-422	PROFESSIONAL OCTOBER EQR/WATER	000000	29,305.60
01-0561	SOUTH DAKOTA 811					
		I-SD24-02903	602-4330-422	PROFESSIONAL MSG-FAX FEES JULY-SEPT/WATER	000000	73.36
01-0828	USA BLUEBOOK					
		I-INV00493542	602-4330-426	SUPPLIES HEX-BOLT WRENCH/WATER	000000	442.83
01-1838	RAMKOTA HOTEL					
		I-ACCT# 10036D	602-4330-427	TRAVEL FOLIO #10A8HQ-PW MTG-STALDER	000000	109.00
01-3877	MUTUAL OF OMAHA					
		I-001766725719	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	27.83
01-4625	FIB CREDIT CARDS					
		I-FINANCECCD09/30/24	602-4330-426	SUPPLIES WATER MAIN BREAK	000000	18.75
		I-FINANCECCD09/30/24	602-4330-426	SUPPLIES WATER MAIN BREAK	000000	37.20
01-4711	AMAZON CAPITAL SERVICES					
		I-1G3T-K6G7-FYGD	602-4330-426	SUPPLIES PHILLIPS ESPRESSO MACHINE/WATE	000000	799.00
01-5278	DARK CANYON COFFEE					
		I-145758	602-4330-426	SUPPLIES HIGHLANDER GROGG/WATER	000000	29.88
					DEPARTMENT 330 WATER	TOTAL: 44,729.45
					FUND 602 WATER FUND	TOTAL: 44,729.45

PACKET: 06795 COMBINED - 10/22/24

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5226	FIVE STAR CAR RENT INC					
		I-20241009	610-3360-532	PARKING FINE REFUND CITATION256159295/P&T	000000	10.00
		I-20241009A	610-3360-532	PARKING FINE REFUND CITATION 256143617/P&T	000000	28.50
01-5329	DUDLEY, DONNA					
		I-20241011	610-3360-532	PARKING FINE REFUND CITATION 256160302/P&T	000000	35.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						73.50
01-2133	BEST WESTERN RAMKOTA HO					
		I-FOLIO 836524	610-4360-427	TRAVEL SDML CONF. - LUX, J.	000000	321.00
01-3877	MUTUAL OF OMAHA					
		I-001766725719	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	23.10
01-4766	IPS GROUP INC					
		I-INV102344	610-4360-422	PROFESSIONAL CC TRANS FEES-DATA FEES/P&T	000000	3,804.77
		I-INV102455	610-4360-422-02	PROFESSIONAL PEMS-PTMS FEES-PERMITS/P&T	000000	8,876.71
				DEPARTMENT 360	PARKING/TRANSPORTATION	TOTAL:
						13,025.58
01-3654	SPEARFISH AUTO SUPPLY					
		I-312919	610-4361-425	REPAIRS FLEET PADS-NONBRACHET-CORE/TRO	000000	791.02
01-3877	MUTUAL OF OMAHA					
		I-001766725719	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	9.90
01-5314	VERIZON CONNECT FLEET U					
		I-615000064161	610-4361-422	PROFESSIONAL SEPT VEH TRACK-DASHCAM/TROLLEY	000000	179.50
				DEPARTMENT 361	TROLLEY DEPARTMENT	TOTAL:
						980.42
01-0429	BLACK HILLS ENERGY					
		I-POWER 09/27/24	610-4362-428	UTILITIES 20 WABASH ST LIGHTS	000000	26.69
01-3877	MUTUAL OF OMAHA					
		I-001766725719	610-4362-415	GROUP INSURAN LIFE INSURANCE	000000	6.60
01-4625	FIB CREDIT CARDS					
		I-09/30/24 PUB WORKS	610-4362-426	SUPPLIES HI VIS SUMMIT SAFETY/RAMP	000000	60.97
				DEPARTMENT 362	BROADWAY GARAGE	TOTAL:
						94.26
				FUND	610	PARKING/TRANSPORTATION
						TOTAL:
						14,173.76

PACKET: 06795 COMBINED - 10/22/24

VENDOR SET: 01

Section 4 Item a.

FUND : 723 NICKEL SLOT PAYMENT AGNCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING	I-10/15/24	723-4000-429	OTHER CITY SLOTS - PYMT 4, YR 1	000000	32,386.36
					DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL: 32,386.36
					FUND 723 NICKEL SLOT PAYMENT AGNCY	TOTAL: 32,386.36



PACKET: 06795 COMBINED - 10/22/24

VENDOR SET: 01

Section 4 Item a.

FUND : 725 TIF #8 DEADWOOD STAGE RUN

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK					
		I-#8200017030-9/30/	725-4000-429	OTHER EXPENSE #8200017030 - TIF #8	000000	2,546.64
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	2,546.64
				FUND 725 TIF #8 DEADWOOD STAGE RUN	TOTAL:	2,546.64
					REPORT GRAND TOTAL:	643,674.76

PACKET: 06794 Regular Payments

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-5330	GOODRICH MOTORS INC.	I-10022024	610-4360-434	MACHINERY/EQU 2021 FORD F150	000000	37,990.00
				DEPARTMENT 360 PARKING/TRANSPORTATION	TOTAL:	37,990.00
				FUND 610 PARKING/TRANSPORTATION	TOTAL:	37,990.00
					REPORT GRAND TOTAL:	37,990.00

**2024**

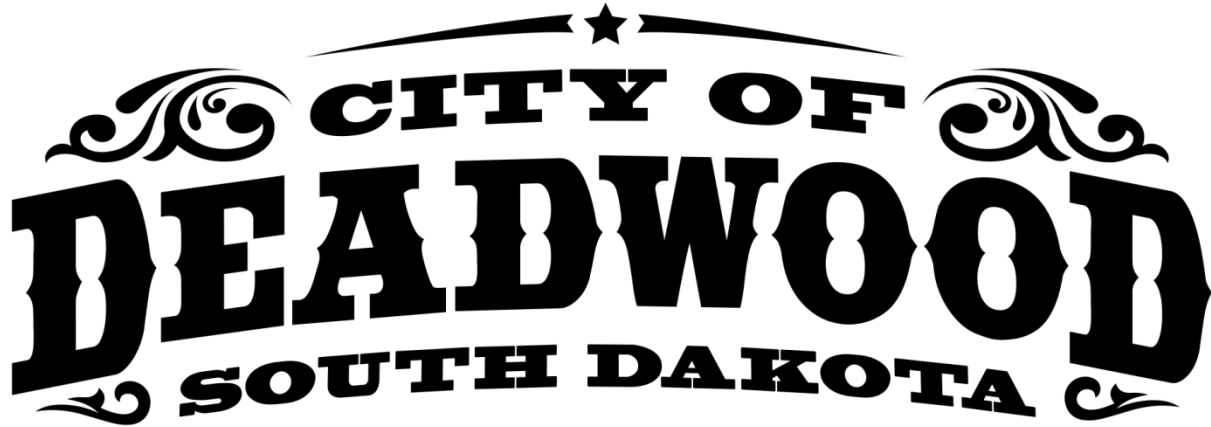
**Loss Control/Safety Achievement Award**

**Presented to  
the Employees of**

**City of Deadwood**

**On behalf of the  
SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE  
and the  
SDML WORKERS' COMPENSATION FUND**

**GOLD LEVEL**



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

Winter's Fat Classic 2025

---

**Instructions:**

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

## EVENT INFORMATION

**Type of Event:**

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

 Event Title: WINTER'S FAT CLASSIC

 Event Date(s): FEB 8, 2025      Total Anticipated Attendance: 150  
(month, day, year)  
 (# of Participants 120      # of Spectators 50)

 Actual Event Hours: (from): 1630 AM / **PM** (to): 2000 AM / **PM**

 Location / Staging Area: Deadwood Visitor's Center and Deadwood Mickelson Trailhead (end of race)

 Set up/assembly/construction Date: 02/08/25 Start Time: 1600 AM / **PM**

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

 Dismantle Date: 02/08/25 Completion time: 2030 AM / **PM**

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

Deadwood Main Street on 02/08/25 from 1630 to 1745 or until all riders have reached the trailhead.

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

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

Commercial (for profit)       Noncommercial (nonprofit)

 Sponsoring Organization: Winter's Fat Classic, LLC

 Chief Officer of Organization (NAME): Robert Cota

 Applicant (NAME): Robert Cota Business Phone: (605) 639-1309

 Address: 232 W Michigan St      Spearfish      SD      57783  
(city)      (state)      (zip code)

 Daytime phone: (605) 639-1309 Evening Phone: (\_\_\_\_) \_\_\_\_\_ Fax #: (\_\_\_\_) \_\_\_\_\_

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
(city) (state) (zip code)Contact person "on site" day of event or facility use Robert Cota Pager/Cell #: 605-639-1309**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.**FEES / PROCEEDS / REPORTING**

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

A fee was paid prior to event start to participate in the race.

**OVERALL EVENT DESCRIPTION:  
ROUTE MAP / SITE DIAGRAM / SANITATION**Please provide a **detailed description** of your proposed event. Include details regarding any components of your event such as use of vehicles, animals, rides or any other pertinent information about the event:

We would like the race to begin at the Deadwood Arch by the visitor's center in Deadwood, SD at 500pm. We will only have bicycles and a few volunteers with vehicles within the roundabout of the parking area. From the arch, racers will have a police escort onto historic Main Street towards the Mickelson Trailhead parking lot. Riders will take Main St and then turn left onto Pine St. They will turn right onto CanAm Hwy, then right just before First Interstate Bank into the main entrance for the Mickelson Trailhead (we want to avoid going onto Water St as participants had flat tires navigating that area and were not allowed to continue the race). Riders will then ride across the parking lot to the trailhead where racing begins. They will also finish on the Mickelson Trailhead west of the Comfort Inn & Suites. There will be volunteers, racers' family and friends, and minimal vehicles at the finish line.

CanAm  
Hwy is  
Sherman  
Street.



**OVERALL EVENT / FACILITIES RENTAL DESCRIPTION (CONTINUED)**

**NO**                      **YES**  
                       Does the event involve the sale or use of alcoholic beverages? If **YES**, please provide your liquor liability insurance information to the last page of this application.

                      Will items or services be sold at the event? If **YES**, please describe:

**NO**                      **YES**  
                       Does this event involve a moving route of any kind along streets, sidewalks or highways? If **YES** attach a detailed map of your proposed route, indicating the direction of travel and provide written narrative to explain your route.

                      Does this event involve a fixed venue site? If **YES**, attach a detailed site map showing all streets impacted by the event.

In addition to the route map required above, please attach a diagram showing the overall lay-out and set-up locations for the following items:

- Alcoholic and Non-alcoholic Concession and / or Beer Garden Areas.
- Food Concession and / or Food Preparation Area(s).  
Please describe how food will be served at the event:

If you intend to cook food in the event area, please specify the method to be used:

GAS     ELECTRIC     CHARCOAL     OTHER (specify):

- First Aid Facilities and Ambulance locations.
- Tables and Chairs.
- Fencing, Barriers and / or Barricades.
- Generator Locations and / or Source of Electricity.
- Canopies or Tent Locations.
- Booths, Exhibits, Displays or Enclosures.
- Scaffolding, Bleachers, Platforms, Stages, Grandstands or Related Structures.
- Vehicles and / or Trailers.
- Trash Containers and Dumpsters.

**(NOTE):** You must properly dispose of waste and garbage throughout the term of your event and immediately upon conclusion of the event, the area must be returned to a clean condition.



Number of trash cans: 2 Trash Containers w / lids: \_\_\_\_\_  
 Describe your plan for clean-up and removal of waste and garbage during and after the event or use of facility:

We will have volunteers to help with cleanup at the start/finish lines.

- Other Related Event Components not covered above.

## SAFETY / SECURITY / ACCESSIBILITY

Please describe your procedures for both **Crowd Control** and **Internal Security**:

We will have ~50 spectators or less at the start of the race and possibly the same amount intermittently at the finish line. They will be confined to these two areas.

Please describe your Accessibility Plan for access at your event by individuals with disabilities:

Both the Welcome Center and the Michelson Trailhead are accessible for individuals with disabilities.

**REQUIRED: It is the applicant's responsibility to comply with all City, County, State and Federal Disability Access Requirements applicable to this event.**

**NO**



**YES**



Have you hired any Professional Security organization to handle security arrangements for this event? If **YES**, please list:

Security Organization: \_\_\_\_\_

Security Organization Address: \_\_\_\_\_

\_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code)

Security Director (Name): \_\_\_\_\_ Business phone: \_\_\_\_\_



Is this a night event? If **YES**, please state how the event and surrounding area will be illuminated to ensure the safety of the participants and spectators:

The City of Deadwood is well lit, including the trailhead. All racers are required to wear front head lighting.

Please indicate what arrangements you have made for providing **First Aid Staffing** and **Equipment**?

Number \_\_\_\_\_ Ambulance(s) – How provided?

Number \_\_\_\_\_ Emergency Medical Technicians – How provided?

APPLICANT specifically acknowledges and agrees that it shall be solely responsible for any damage to personal property located in or stored in or upon DEADWOOD's property pursuant to the activity for which approval is being sought and that DEADWOOD shall not be responsible for any damage or loss to or of APPLICANT's property which results from any cause or reason with regard to personal property owned by APPLICANT stored or located on DEADWOOD's property pursuant to approval of the activity for which approval is being sought herein.

Acknowledge acceptance with initial: rc\_\_\_\_\_

APPLICANT agrees to hold DEADWOOD harmless and indemnify DEADWOOD from any sums of money which DEADWOOD might have to pay to any person as a result of property damage, personal injury or death resulting from APPLICANT's use of the City property pursuant to approval of the activity for which approval is being sought herein.

Acknowledge acceptance with initial: rc\_\_\_\_\_

### PARKING PLAN / SHUTTLE PLAN / MITIGATION OF IMPACT

Please describe your plans to notify all residents, businesses and churches impacted by the event:  
The event will be listed on the Calendar of Upcoming Events in the City of Deadwood.

### ENTERTAINMENT / ATTRACTIONS / RELATED EVENT ACTIVITIES

NO YES

- Are there any **musical entertainment** features related to your event or facilities rental? If **YES**, please state the number of bands and type of music.

Number of Stages: \_\_\_\_\_ Number of Bands: \_\_\_\_\_

Type of Music: \_\_\_\_\_

- Will **sound amplification** be used?  
If **YES**, please indicate: Start Time: \_\_\_\_\_ AM / PM – Finish Time: \_\_\_\_\_ AM / PM
- Will **sound checks** be conducted prior to the event?  
If **YES**, please indicate: Start Time: \_\_\_\_\_ AM / PM – Finish Time: \_\_\_\_\_ AM / PM

Please describe the sound equipment that will be used for your event:

- Will any fireworks, rockets or other pyrotechnics be used? If **YES**, please attach a copy of your permit (issued by the State Fire Marshall's office) to this application.

- Will any signs, banners, decorations or special lighting be used? If **YES**, please describe:

## PROMOTION / ADVERTISING / MARKETING / INTERNET INFORMATION

NO YES

- Will this event be promoted, advertised or marketed in any manner? If **YES**, please describe:  
We will promote the race through Facebook, Instagram and through our webpage, dirtychain.co.
- Will there be any live media coverage during your event? If **YES**, please explain:
- Applicant acknowledges and agrees to allow the City to publish the Contact Person and media referral telephone numbers on the internet in conjunction with the Calendar of Upcoming Events in the City of Deadwood. If you have a home page and want us to link with our Calendar, please provide the Internet address for your homepage:

Refer all event public inquiries and / or media inquiries for this event to:

NAME: Robert Cota PHONE: 605-639-1309

## INSURANCE REQUIREMENTS

**REQUIRED:** Insurance for your event will be required before final permit approval.

Name of Insurance Company: BankWest Insurance Agent's Name: Rick Ellerton  
Business Phone: 605-642-5873 Policy Number: \_\_\_\_\_ Policy Type: \_\_\_\_\_  
Address: 1140 N Main St, Suite 10 Spearfish SD 57783  
(city) (state) (zip code)

For final permit approval, you will need commercial general liability insurance that names "the City of Deadwood, its officers, employees and agents" as an additional insured. Insurance coverage must be maintained for the duration of the event. To determine the amount of insurance coverage necessary, please contact the Finance Office at (605) 578-2600 – Fax # (605) 578-2084.

The City must be named as an "additional insured." Please obtain the required insurance and mail an original insurance certificate to: **City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.**

**LIQUOR LIABILITY INSURANCE**

**REQUIRED:** This insurance coverage is required if you are planning to sell alcoholic beverages at your event or facilities rental.

Name of Insurance Company: \_\_\_\_\_ Agent's Name: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Policy Number: \_\_\_\_\_ Policy Type: \_\_\_\_\_

Address: \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code)

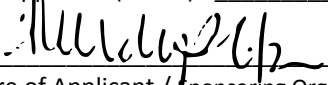
Please obtain the required insurance and mail an original insurance certificate to: **City of Deadwood, Finance Office, 102 Sherman Street, Deadwood, SD 57732.**

**AFFIDAVIT OF APPLICANT**

**ADVANCE CANCELLATION NOTICE REQUIRED:** If this event is cancelled, notify the Deadwood Police Department. Otherwise, City personnel and equipment may be needlessly dispatched.

I certify that the information in the foregoing application is true and correct to the best of my knowledge and belief and that I have read, understand and agree to abide by the rules and regulations governing the proposed Special Event and I understand that this application is made subject to the rules and regulations established by the City Commission of Deadwood. I agree to abide by these rules and further certify that I, on behalf of the organization, am also authorized to commit that organization, and therefore agree to be financially responsible for any cost and fees that may be incurred by or on behalf of the Event to the City of Deadwood.

Name of Applicant (PRINT): Robert or Wendy Cota Title: Event Director

 Date: 09/12/24  
(Signature of Applicant / Sponsoring Organization) (Signature of Professional Event Organizer or Renter of City-owned Facilities)

## LAND USE 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 BLACK HILLS CHAIR LIFT COMPANY with a record address of 21120 Stewart Slope Rd, Lead, South Dakota 57754 (hereinafter referred to as "BHCLC").

CITY and BHCLC agree that BHCLC shall rent billboard space on CITY property under the following terms and conditions:

### I.

The term of this lease shall be twelve (12) months and shall begin the 1st day of November, 2024 and end the 31st day of October, 2025. This lease shall be for space on land described as Tract 3; Being a subdivision of the Detroit Lode, M.S. 771, The Terminus Lode, M.S. 772, The Depot Lode, M.S. 773 and the Uncle Tom Lode, M.S. 774; Excepting there from Highway Right-of-Way; Located in the NE1/4, SE1/4, SW1/4 and NW1/4 of Sections 5, T4N, R3E, B.H.M., Lawrence County, South Dakota, otherwise known as the "Terry Peak turnoff," owned by CITY. CITY agrees no further leases will be granted on this land.

### II.

BHCLC agrees to pay to CITY as rent the sum of Two Hundred Seventy Five Dollars and 00/100s (\$275.00) for sign face, sales tax exempt, per month due and payable on or before the 1st day of November, 2024, and on the first day of each month thereafter through October, 2025.

The parties acknowledge the rent to be paid for this lease is a rental amount for the period referenced above, and that BHCLC is obligating itself to pay these fees per month for such period without regard to whether or not BHCLC uses such land. However, the parties acknowledge 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 BHCLC 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 space without notice to BHCLC. BHCLC agrees it is entitled to no further notice under this section

### III.

BHCLC agrees to abide by all rules and regulations established by CITY for the space. This lease shall not be assigned, sublet, or transferred to any other property, without the written consent of CITY.

IV.

BHCLC agrees it is merely space to place a billboard and that such rent does not include protection of the billboard. BHCLC acknowledges and agrees that it is taking the same risks of the billboard being stolen or damaged that it would take if it placed the billboard on its own property. BHCLC further agrees if anyone steals or damages its billboard, BHCLC 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 BHCLC'S billboard, while placed on its land. BHCLC agrees that no bailment is created under this lease agreement, and it shall use CITY property at its own risk and responsibility.

V.

BHCLC shall assume all risks incident to the use of the premises 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 BHCLC, and against any loss, damage or expense resulting from injury to BHCLC.

VI.

Either BHCLC or CITY may terminate this agreement by notifying the other party in writing at least thirty (30) days prior to the proposed termination date. If either party terminates the agreement, BHCLC must, at its own cost, remove its billboard located at Tract 3, Lawrence County, South Dakota.

Dated this 21st day of October, 2024.

CITY OF DEADWOOD:

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

ATTEST:

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

Dated this \_\_\_\_\_ day of October, 2024.

BLACK HILLS CHAIR LIFT COMPANY

\_\_\_\_\_  
By: William London

Its: \_\_\_\_\_

State of South Dakota)

) SS

County of Lawrence)

On this \_\_\_\_\_ day of October, 2024, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they 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: \_\_\_\_\_

OFFICE OF  
**PLANNING, ZONING AND  
 HISTORIC PRESERVATION**  
 108 Sherman Street  
 Telephone (605) 578-2082  
 Fax (605) 722-0786



**Kevin Kuchenbecker**  
 Planning, Zoning and  
 Historic Preservation Officer  
 Telephone (605) 578-2082  
 kevin@cityofdeadwood.com

## ***MEMORANDUM***

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**Date:** October 17, 2024  
**To:** Deadwood Historic Preservation Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
 Mike Runge, City Archivist  
**Re:** Loan Agreement 2024-008 with Mary Dunn-Larson

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The Deadwood Archives purchased a poster from an antique store in Spearfish of the Miners Nigh Out that was once on display in the old Deadwood Dicks Building on Sherman Street. Mary Dunn-Larson has stated the poster was stolen and would like to have the poster back. The City of Deadwood Archives is asking permission to loan object, ADV.1992.06.1, Miners Night Out poster to Mary Dunn-Larson located at 3 Burlington Street, Deadwood, SD 57732 and 5011 Las Soleras Drive Apartment 359, Santa Fe, NM 87507-2114 beginning October 4, 2024 until the passing of Ms. Dunn-Larson. Ms. Dunn-Larson will pay for the shipping. Loan Agreement 2024\_008 is attached to this memorandum.

The Historic Preservation Commission reviewed this request at their October 9, 2024 meeting and recommend approval.

### **MOTION:**

Move to grant Mary Dunn-Larson, located at 3 Burlington Street, Deadwood, SD 57732 and 5011 Las Soleras Drive Apartment 359, Santa Fe, NM 87507-2114 permission to use the object ADV.1992.06.1 or "Miners Night Out" poster beginning October 4, 2024 until the passing of Ms. Dunn-Larson. Larson or the heirs of Mary Dunn-Larson will be responsible for insurance and postage for this loan and approve the Mayor to sign the loan agreement.



LOAN NUMBER:	<u>11202100</u>
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 \_\_\_\_, 2024, by and between the City of Deadwood, herein after referred to as “DEADWOOD,” and Mary Dunn-Larson, of, 3 Burlington Steet, Deadwood, SD 57732 or 5011 Las Soleras Drive Apartment 359, Santa Fe, NM 87507-2144 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: **See Attachment #A**
3. The purpose for which PERMITEE is using the above-described premises is as follows: **“EXHIBIT”**
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 October 4, 2024 until the passing of PERMITEE. The Administrator of the Mary Dunn-Larson Estate will notify the City of Deadwood and make arrangements to transfer the property listed in Attachment #A to DEADWOOD.
6. PERMITEE and HEIRS OF PERMITEE specifically acknowledges and agrees that they shall be solely responsible for any damage to the property loaned pursuant to this Agreement. Further, PERMITEE and HEIRS OF PERMITEE agrees to hold DEADWOOD harmless and indemnify DEADWOOD from any sums of money, which DEADWOOD might have to pay to any person as a result of property damage, personal injury, or death resulting from PERMITEE'S use of city property pursuant to this Agreement.

7. The Deadwood Historic Preservation Office shall administer and supervise use of City of Deadwood premises pursuant to this Agreement and all PERMITEES HEIRS OF PERMITEE 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 and HEIRS OF PERMITEE will be notify DEADWOOD of instances or circumstances surrounding any loss or damage to, or destruction of the materials and will at the direction of DEADWOOD take steps to fix the damaged materials.
9. PERMITTEE and HEIRS OF PERMITEE also further understands and agrees that the property shall not be repaired, restored, cleaned, or altered in any way whatsoever without the written consent of DEADWOOD,
10. All loaned materials shall not leave custody of the PERMITTEE or HEIRS OF PERMITEE without written permission of DEADWOOD.
11. Upon the passing of the PERMITEE, the HEIRS OF PERMITEE agrees to properly package and transport the said property listed above back to DEADWOOD at their expense. Damage inflicted by inadequate packaging will be at the expense of the HEIRS OF PERMITEE.
12. PERMITEE shall maintain adequate insurance against any loss of any property subject to this loan. PERMITEE shall also maintain a minimum insurance policy against any loss to the property loaned to PERMITEE, naming DEADWOOD as an additional insured.
13. PERMITTEE shall provide DEADWOOD a copy of such insurance policy prior to receipt of the property.

Dated this \_\_\_\_ day of \_\_\_\_, 2024

City of Deadwood

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

By: \_\_\_\_\_ (PLEASE PRINT NAME)  
Mary Dunn-Larson

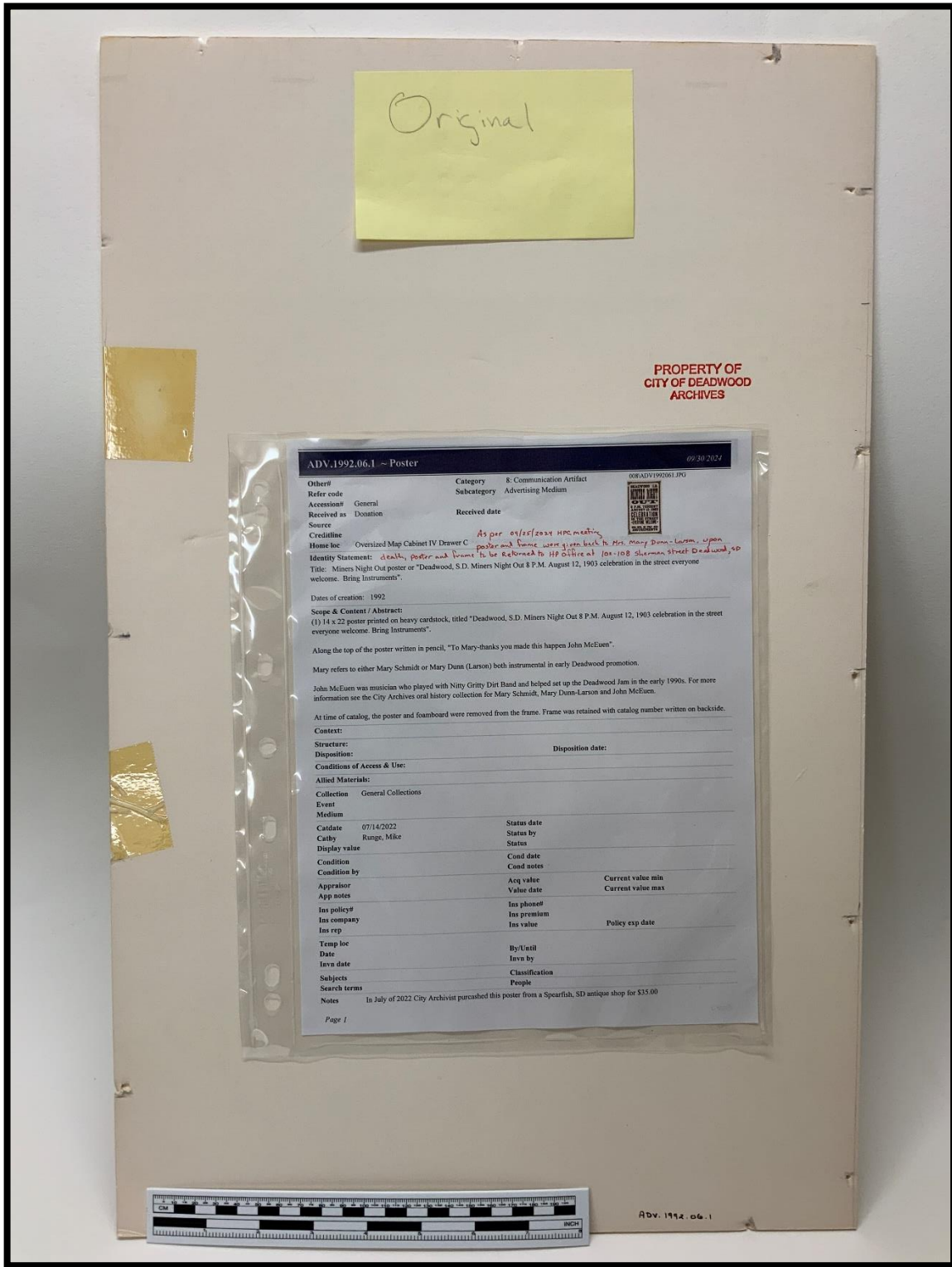
Attachment #A

“Miners Night Out” poster signed by John McEuen and addressed to “Mary”



FRONT

# Attachment #A "Miners Night Out" poster signed by John McEuen and addressed to "Mary"



BACK

Fwd: HISTORIC PRESERVATION REQUEST

Mary LaRSON <larsonm0344@gmail.com>

Wed 8/21/2024 10:52 AM

To: Kevin Kuchenbecker <kevin@cityofdeadwood.com>

You don't often get email from larsonm0344@gmail.com. [Learn why this is important](#)

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

From: **Mary LaRSON** <[larsonm0344@gmail.com](mailto:larsonm0344@gmail.com)>

Date: Tue, Aug 6, 2024, 2:40 PM

Subject: HISTORIC PRESERVATION REQUEST

To: [Leo@hotmail.com](mailto:Leo@hotmail.com) <[Leo@hotmail.com](mailto:Leo@hotmail.com)>, <[orediggers92@hotmail.com](mailto:orediggers92@hotmail.com)>, <[jallen@dmgrand.com](mailto:jallen@dmgrand.com)>, <[williams120206@gmail.com](mailto:williams120206@gmail.com)>, <[diede\\_molly@genproenergy.com](mailto:diede_molly@genproenergy.com)>, <[tsantochi@aol.com](mailto:tsantochi@aol.com)>, <[sdwoman@icloud.com](mailto:sdwoman@icloud.com)>

**Dear Historic Commission,**

**For those of you who don't know me, my name is Mary Dunne Larson. I have lived in Deadwood since July of 1978. I owned and operated a business in Deadwood from 1978 to 2020. During that time I was on the City Commission and President of the Chamber of Commerce Board of Directors plus served on the marketing committee after gaming began. As Chamber President I served as one of the 7 members of the You Bet Committee that brought gaming to Deadwood.**



**While serving on the marketing committee I hired John McEuen of the Nitty Gritty Dirt Band to do a video highlighting Deadwood which aired on TV and many clips were used in advertising campaigns.**

**It's still on the web if you have not seen it called " MINERS NIGHT OUT." The sign used in the video was given to me by John and it is dedicated and signed "TO MARY." I proudly displayed it on my back bar at Deadwood Dicks until one day it disappeared. I never knew what happened to it until last summer when Mike Runge told me he bought it for \$45 in an antique store in Spearfish. I would very much like to purchase this back or take it on loan to be returned at a later date. Mike offered me a copy but I would very much prefer my original. To my knowledge It's just sitting in the Archives and not on display anywhere.**

**Thank you for your consideration. I am willing to appear before the Preservation Commission.**

**Mary Dunne Larson**  
**605 641-8244**





OFFICE OF  
 PLANNING, ZONING AND  
 HISTORIC PRESERVATION  
 108 Sherman Street  
 Telephone (605) 578-2082  
 Fax (605) 722-0786



**Kevin Kuchenbecker**  
 Planning, Zoning and  
 Historic Preservation Officer  
 Telephone (605) 578-2082  
 kevin@cityofdeadwood.com

## MEMORANDUM

---

**Date:** October 17, 2024  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Planning, Zoning & Historic Preservation Officer  
**Re:** Change Order #1 – 48 & 52 Taylor Avenue Retaining Wall

---

Hoskinson Contracting has submitted a change order request to Albertson Engineering, Inc. for the 48 & 52 Taylor Avenue Retaining Wall Project:

- Provide modifications to the water service line and curb stop at 48 Taylor as indicated in RFP #1, Item #1.
- Provide a new gate along the City Steps at the existing opening into the yard of 52 Taylor.
- Please note that RFP #1, Item #2 (addition of storm inlet and associated line) is not part of this Change Order and that item has been rejected at this time

The original project cost is \$67,346.40. Change Order #1 will increase the project cost \$2,429.63. This will bring the total contract cost to \$69,776.03.

Staff and the project engineer have reviewed the request as submitted.

### **MOTION:**

*Move to accept change order number one to increase the contract amount by \$2,429.63 for modifications to water service line and curb stop at 48 Taylor and providing a gate along the steps at 52 Taylor for a total project cost of \$69,776.03.*



**Albertson Engineering Inc.**

605-343-9606

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

3202 W. Main, Suite C  
Rapid City, SD 57702

315 N. Main Ave., Suite 200  
Sioux Falls, SD 57104

201 S. Monroe St., Suite 203A  
Winner, SD 57580

**CONSTRUCTION CHANGE ORDER NO. 1**

Project: Taylor Ave Street, Sidewalk & Retaining Wall

AEI Project #: 2024-186

Owner: City of Deadwood

Engineer: Albertson Engineering Inc.

Contract Date: October 15, 2024

Date of Issuance: October 17, 2024

Issued to: Hoskinson Contracting, 1012 Hwy 50, Gillette, WY 82718

Distribution to:  Owner  Engineer  Contractor

**YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES IN THIS CONTRACT:**

1. Provide modifications to the water service line and curb stop at 48 Taylor as indicated in RFP #1, Item #1.
2. Provide a new gate along the City Steps at the existing opening into the yard of 52 Taylor.
3. Please note that RFP #1, Item #2 (addition of storm inlet and associated line) is not part of this Change Order and that item has been rejected at this time.

---

**Not valid until signed by both the Owner and Contractor. Signature of the Contractor indicates his/her agreement herewith, including any adjustment in the Contract Sum or Contract Time.**

---

**CONTRACT STATUS:**

The Original Contract Sum	\$67,346.40
Net Change by Previously Authorized Change Orders	\$ --
Contract Sum Prior to This Change Order	\$67,346.40
Contract Sum Increase Per This Change Order	\$ 2,429.63
New Contract Sum Will Be	\$69,776.03

The Contract Time Will Be INCREASED by 2 working days. The completion schedule is now January 3, 2025.



**AUTHORIZED SIGNATURES**

The persons executing this Agreement hereby represent that they have authorization to sign

\_\_\_\_\_  
Owner (Signature)

\_\_\_\_\_  
Contractor (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

**CITY OF DEADWOOD**


**HOSKINSON CONTRACTING, INC.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email

\_\_\_\_\_  
Email

  
\_\_\_\_\_  
Engineer (Signature)

Jared Schippers, PE, Principal  
\_\_\_\_\_  
(Printed name and title)

**ALBERTSON ENGINEERING INC.**

10/17/2024  
\_\_\_\_\_  
Date

[jared@albertsonengineering.com](mailto:jared@albertsonengineering.com)  
\_\_\_\_\_  
Email





# PROPOSAL

Historic District Retaining Wall Rebuild Add | 48 & 52 Taylor Avenue, Deadwood SD  
 P 1-605-787-2047 mikesimek81@gmail.com

(307) 487-8970

**CUSTOMER**

City of Deadwood

**ESTIMATE NO**

**DATE**

10/17/2024

**HOSKINSON REP**

Marty Neal

**PREPARED BY**

Marty Neal

**TERMS**

Net15

**SUMMARY:**

Relocation of domestic water curbstop and Fence gate for 52 Taylor in addition to existing scope of work.

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Curbstop Relocation Materials	\$825.00	\$825.00
1	Curbstop Relocation Labor	\$1,000.00	\$1,000.00
1	Fence Gate for Stairs to 52 Taylor	\$500.00	\$500.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
		SUBTOTAL	\$2,325.00
<b>THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:</b>		EXCISE TAX	\$104.63
We appreciate your business! Please note we take check, debit card, and credit card.			
		TOTAL	\$2,429.63

SIGN BELOW TO ACCEPT QUOTE:

\_\_\_\_\_  
 AUTHORIZED REP

\_\_\_\_\_  
 DATE



**Albertson Engineering Inc.**

**605-343-9606**

**[www.albertsonengineering.com](http://www.albertsonengineering.com)**

3202 W. Main, Suite C  
Rapid City, SD 57702

315 N. Main Ave., Suite 200  
Sioux Falls, SD 57104

201 S. Monroe St., Suite 203A  
Winner, SD 57580

## REQUEST FOR PROPOSAL

---

**OWNER:**

City of Deadwood  
108 Sherman St  
Deadwood, SD 57732

**PROJECT:**

Taylor Ave Street, Sidewalk & Retaining Wall

**PROPOSAL REQUEST NO: 1**

**TO CONTRACTOR:**

Hoskinson Contracting  
1012 Hwy 50  
Gillette, WY 82718

**DATE OF ISSUANCE: October 4, 2024**

**CONTRACT FOR: All Work**

**AEI PROJECT NO: 2024-186**

---

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal or notify the Engineer in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

---

**Description:**

1. Provide modifications to the water service line and curb stop at 48 Taylor as per the attachments.
2. Add a storm inlet and storm lines as per the attachments.

**Attachments:**

1. Sheet S-101 with Revisions (1 sheet)
2. City of Rapid City Standard Details (5 sheets)

**REQUESTED BY:**

Jared Schippers, PE  
Albertson Engineering, Inc  
[jared@albertsonengineering.com](mailto:jared@albertsonengineering.com)





Albertson Engineering Inc.  
605.343.9606  
www.albertsonengineering.com  
Offices in Rapid City, Sioux Falls, & Winner

CONSULTANT

PROJECT IDEN:

TAYLOR AVENUE,  
STREET, SIDEWALK  
& RETAINING WALL

AEI PROJECT NO 2024-186  
DEADWOOD, SOUTH DAKOTA

ISSUE BLOCK:

NO.	ISSUE TYPE	ISSUE DATE

MANAGEMENT:

PROJECT NO: 24-186

DRAWN BY: JRK

CHECKED BY: JDS

SHEET TITLE:

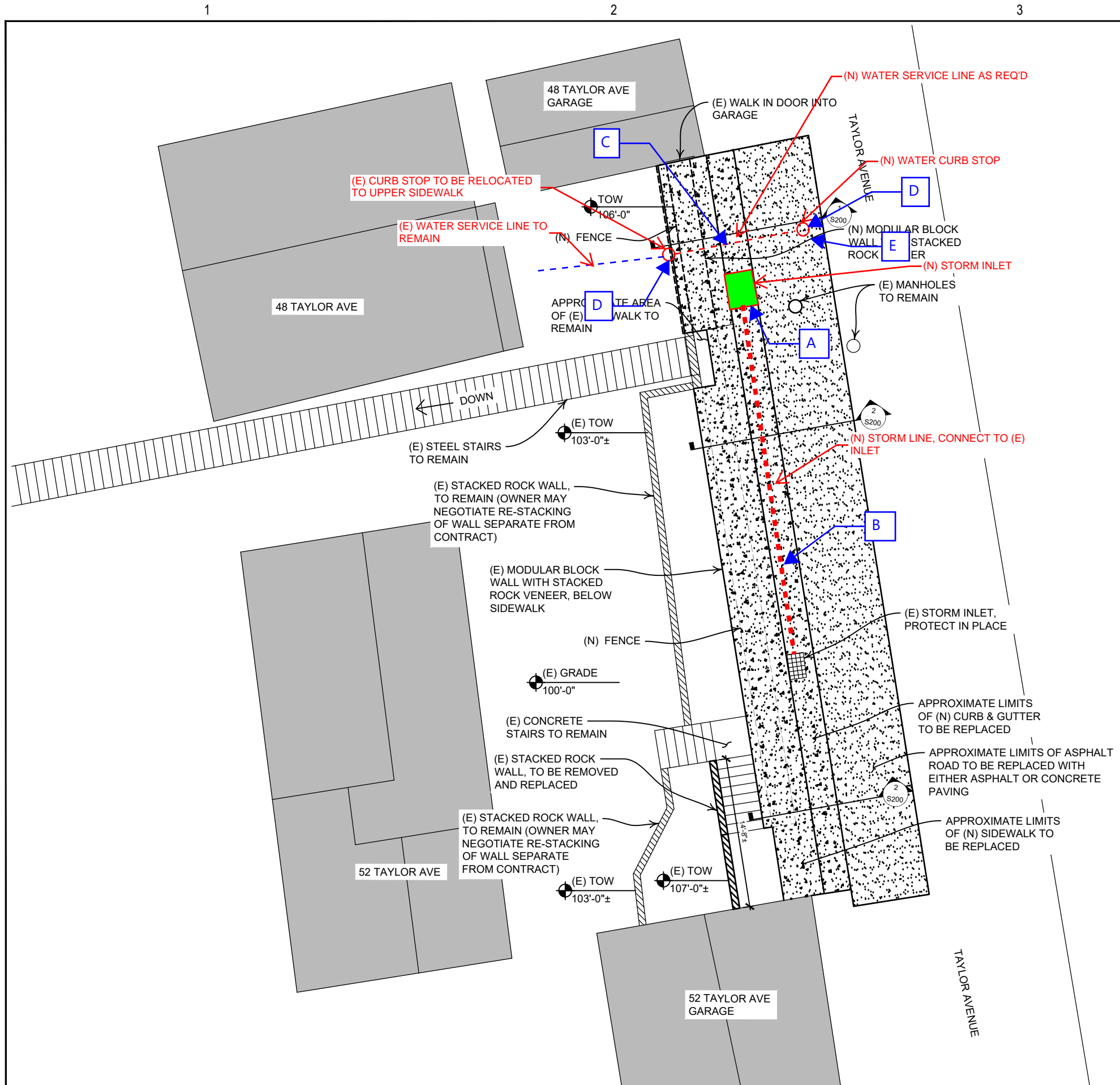
NEW WALL LAYOUT  
PLAN

SHEET IDENTIFICATION:

S101

04 OF 05

60



**Civil Notes:**

**Specifications to Be Used**

All work shall be constructed in accordance with the City of Rapid City Standard Specifications for Public Works Construction, 2022 Edition (Standard Specifications) with all current updates, except as modified in the bid documents. The Contractor shall notify the Engineer of conflicts between drawings, detailed specifications, and the Standard Specifications.

**Storm Sewer Pipe Connections**

Pipe connections to existing pipes, manholes, junction boxes, and drop inlets shall be done by cutting a hole into the existing structure and inserting the pipe. A concrete collar shall then be poured around the pipe in the area of the connection.

When it is not possible to use a normal pipe joint (male-female ends), Connections to existing pipe shall be made by placing a 2' wide by 6" thick M6 concrete collar around the outside of the connection. The concrete collar shall be reinforced with 6x6 W2.9 x W2.9 wire mesh.

**Plan Notes:**

A. Install Standard 2' x 3' Type "B" Inlet (RC Details 62-1a & 62-1b). Frame and grate shall be per RC Details 62-17a & 62-17b. Invert of box shall be set 30" lower than flow line of curb and gutter.

B. Install 40 LF +/- of 15" RCP or ADS HP Storm Piping. Pipe slope is estimated at 1.458% (7"/40'). RCP shall be bedded as shown in RC Detail 54-1. HP Storm shall be bedded per manufacturers recommendations.

C. The depth, size, material type and location of the service line is unknown. The Owner may have recently completed some work on the service line but that work is unknown at this time. It is the Contractor's responsibility to field verify pipe size, depth, location and material type prior to shutting off service to this residence. Contractor will coordinate with City staff and home owner any shutdown in their service and minimize the amount of downtime to make this reconnection.

D. Splice new curb stop in at location shown on this sheet. Remove and replace existing service line from new curb stop location to a point 5' beyond the proposed new wall. Connect to existing service line at point 5' beyond the new wall. Maintain a minimum of 6' of separation between service line and bottom of wall. If separation cannot be met, place new service line in 3" Schedule 80 pipe to at least 3' either side of the wall. Cap and secure both ends of the 3" pipe.

E. It appears that the water main is located on the east side of the street and is assumed to be a minimum of 6'0" bury depth. The depth of the service line extending to the house as it passes under the existing wall is unknown. Prior to ordering the new curb stop, the Contractor shall develop and submit a proposed plan to construct the new water service and curb stop ensuring that adequate ground cover is provided in every direction. A copy of this proposed plan will be provided to the Engineer for review and approval prior to the start of construction.

**SITE PLAN NOTES:**

- SEE SHEET S001 FOR GENERAL STRUCTURAL NOTES.
- DIMENSIONS AND ELEVATIONS ARE APPROXIMATE AND MAY VARY. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL OBTAIN ANY AND ALL NECESSARY PERMITS FROM THE CITY OF DEADWOOD. PERMIT FEES SHALL BE WAIVED BY THE CITY.
- CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL OVERHEAD & UNDERGROUND UTILITIES AND TAKING ALL NECESSARY PRECAUTIONS TO PREVENT DAMAGING ALL UTILITIES TO REMAIN.
- CONTRACTOR TO TAKE CARE DURING EXCAVATION & CONSTRUCTION AS TO NOT DAMAGE ITEMS TO BE RESET OR TO REMAIN. ANY DAMAGE SHALL BE RESTORED TO MATCH EXISTING AT THE COST OF THE CONTRACTOR.
- ALL ITEMS INDICATED TO BE REMOVED AND RESET SHALL BE PERFORMED BY CONTRACTOR
- CONSTRUCTION SCHEDULE SHALL BE THE FOLLOWING:  
- START DATE: AS SOON AS POSSIBLE  
- COMPLETION DATE: DECEMBER 31, 2024
- LIQUIDATED DAMAGES IN THE AMOUNT OF \$100/DAY WILL BE ASSESSED FOR EACH DAY PAST THE COMPLETION DATE IN WHICH CONSTRUCTION IS NOT COMPLETED.
- (E) - INDICATES EXISTING
- (N) - INDICATES NEW

NEW WALL LAYOUT PLAN

SCALE: 3/16" = 1'-0"

1

2

3

4

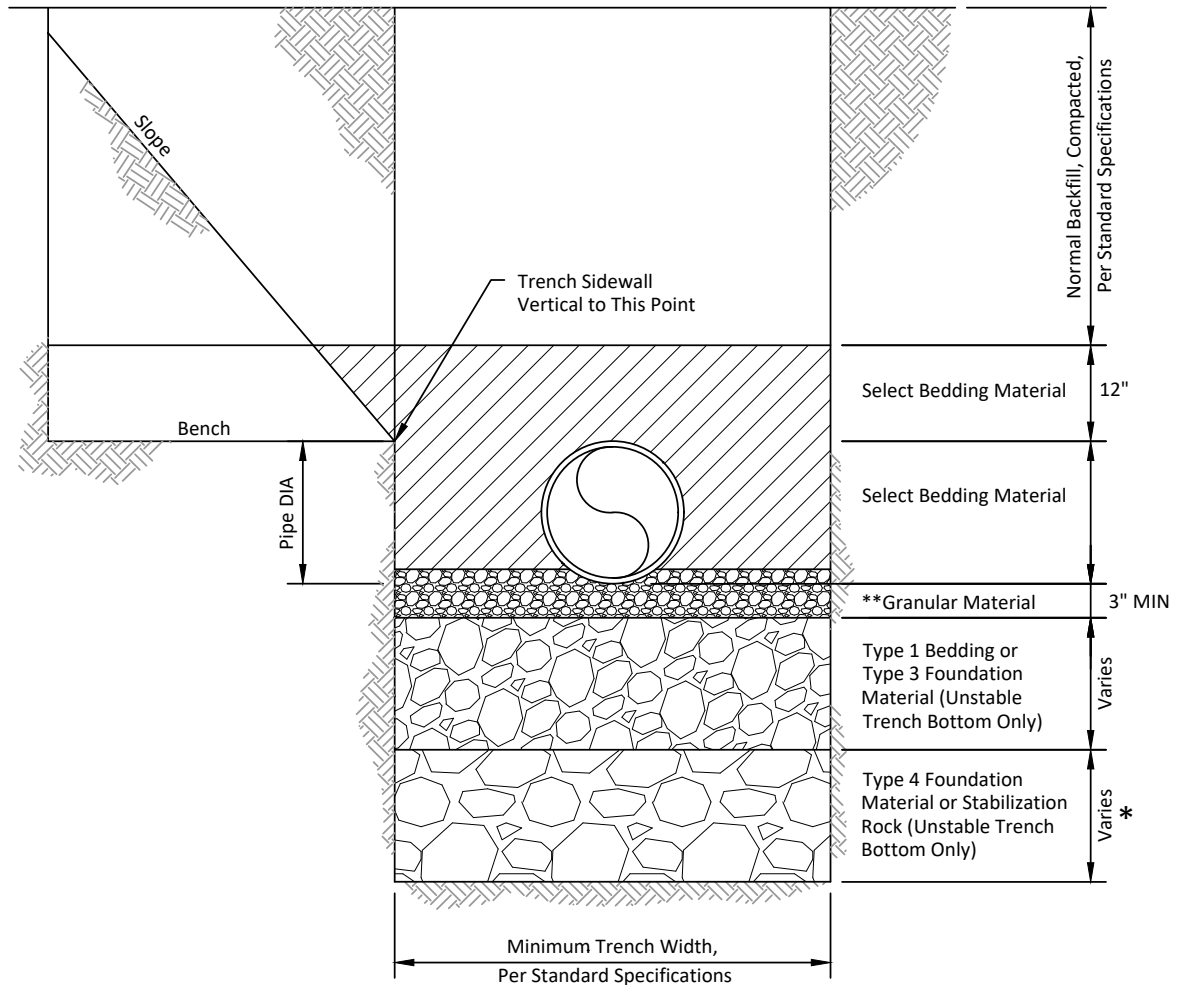
1

2

3

4





\* In some circumstances, larger foundation material may be necessary and in these cases Type 4 foundation material or stabilization rock maybe used per Standard Specifications, Section 112. If Type 4 foundation material or stabilization rock is used, then a minimum 6" of Type 3 foundation material shall be placed directly above the material and prior to the placement of the granular material.

\*\* Granular material shall be per Standard Specifications, Section 112. Bedding thickness below the pipe in inches shall be the outer pipe diameter (OD) in inches divided by 24 (OD/24) and no less than 3". Bedding beneath the pipe shall be in contact with the pipe for a distance no less than 1/3 the outer diameter (OD/3). The bedding shall extend the full width of the trench. Compaction above the bedding shall be per Standard Specifications, Section 11.

N.T.S.

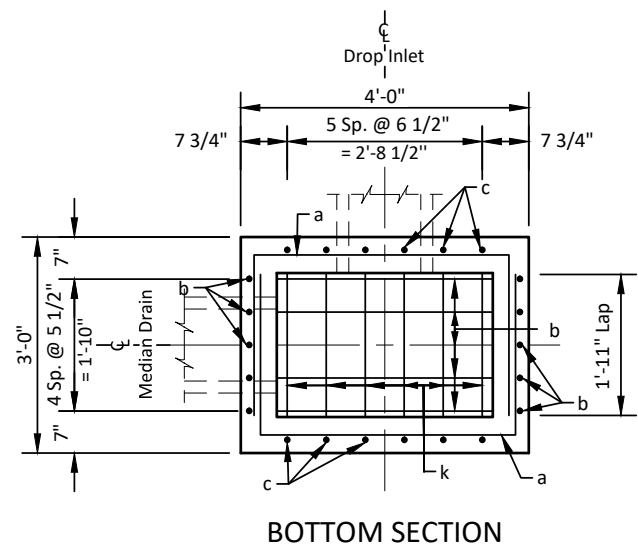
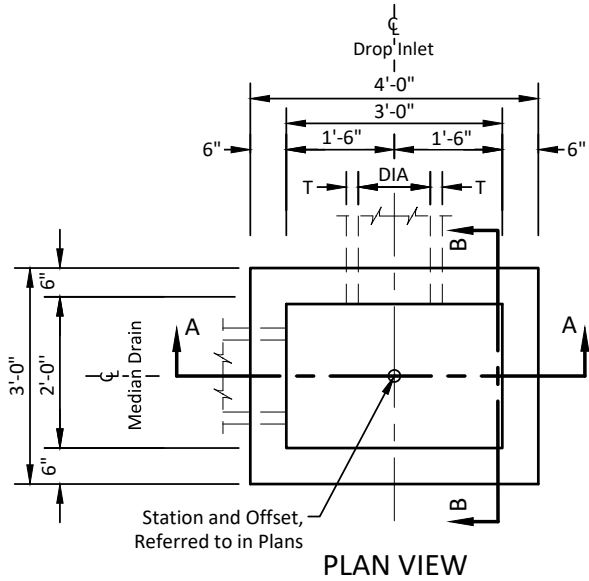
CITY OF RAPID CITY

PUBLIC WORKS DEPARTMENT

TRENCH DETAIL FOR RCP  
STORM SEWER MAINS

DATE: 8-19-22

Sec. - Sht.  
54-1



ESTIMATED QUANTITIES			
Item	Unit	Constant Quantity	Variable Quantity
Class M6 Concrete	Cu. Yd.	0.26	0.22H
Reinforcing Steel	Lb.	83.03	28.97H
Frame and Grate Assembly	Each	1	

DROP INLETS FOR 12" TO 24" DIAMETER PIPE

**Specifications:**

1. Design Specifications: AASHTO LRFD Bridge Design Specifications 2012 Edition.
2. Construction Specifications: City of Rapid City Standard Specifications, Current Edition.

**Notes:**

1. Design Live Load: HL-93 loading. No construction loading in excess of legal load was considered.
2. Inlet may be precast. If precast inlet is used, and details differ from that shown, the precast inlet shall receive prior approval by the City.
3. To qualify for alternate design approval, submit: prior SDDOT approval, checked design by a South Dakota Registered Professional Engineer, and shop plans to the City of Rapid City. Design shall be in accordance with the current edition of the AASHTO LRFD Bridge Design Specifications.
4. Inlets shown may be modified by the addition or omission of connecting pipes as shown on the layouts. Connecting pipes shall not enter the inlet through the corners.
5. Maximum R.C. pipe diameter shall not exceed 18" entering perpendicular on the 2' wide side and shall not exceed 24" (24" for R.C. arch pipe) on the 3' wide side of the drop inlet.
6. Reinforcing steel shall conform to ASTM A615 grade 60. The d bars shall be lapped 12" with the b and c bars. Cut and bend reinforcing steel as required to place pipe(s) through the drop inlet wall.
7. Use minimum 1 1/2" clear cover on all reinforcing steel unless otherwise noted.
8. The dimension of H is in feet. Maximum H is 10'.

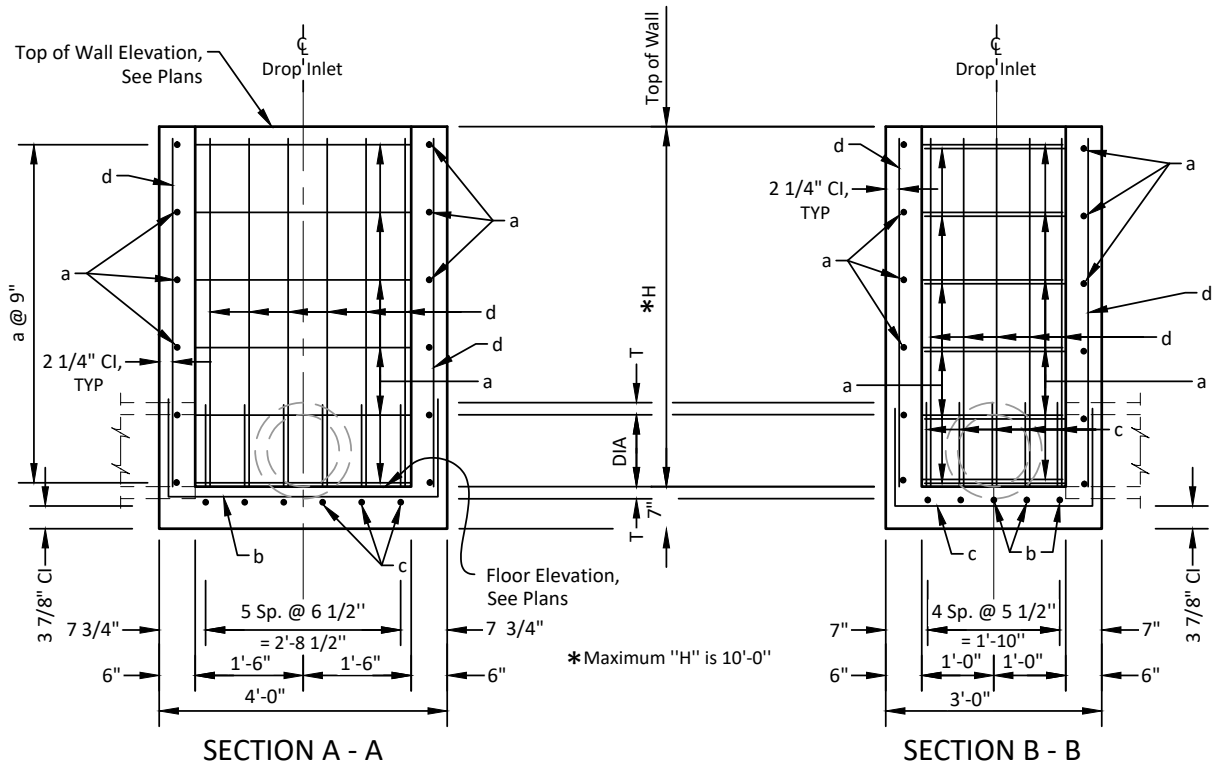
PIPE DISPLACEMENT REDUCTIONS			
Diameter (Inches)	Wall T (Inches)	Class M6 Concrete (Cu. Yd.)	
R.C.P.	12	0.03	
	15	2 1/4	0.04
	18	2 1/2	0.05
	24	3	0.09
R.C. Arch	18	2 1/2	0.05
	24	3 1/2	0.09

N.T.S.

CITY OF RAPID CITY PUBLIC WORKS DEPARTMENT

2' x 3' TYPE B  
REINFORCED CONCRETE DROP INLET

DATE: 8-19-22  
Sec. - Sht.  
62-1a

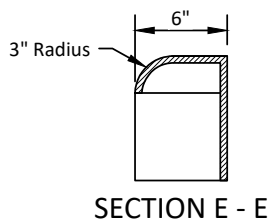
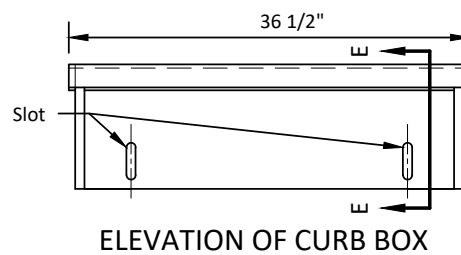
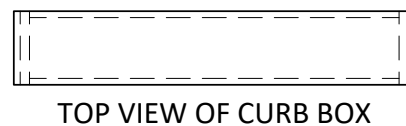
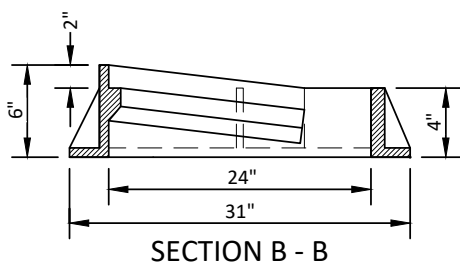
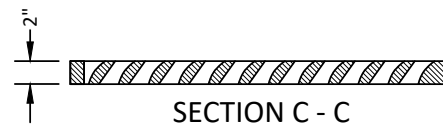
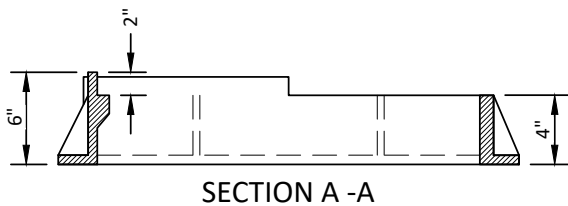
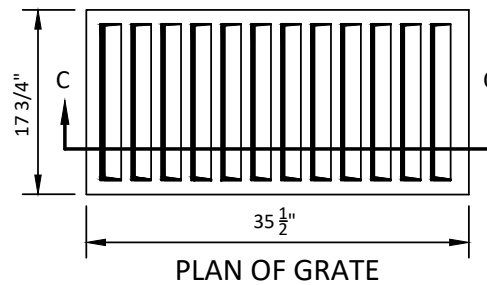
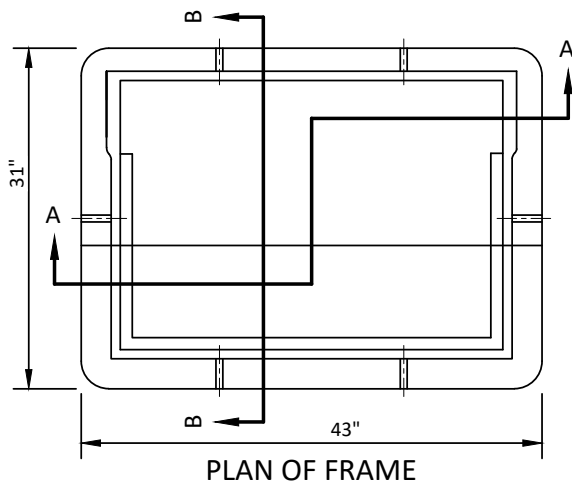


REINFORCING SCHEDULE					
Mk.	No.	Size	Length	Type	Bending Details
a	2.67H	4	8'-0"	17	
b	5	5	6'-3"	17	
c	6	4	5'-3"	17	
d	22	4	H-2"	Str.	

Note:  
All dimensions are out to out of bars.

N.T.S.

CITY OF RAPID CITY	PUBLIC WORKS DEPARTMENT
<p><b>2' x 3' TYPE B</b> <b>REINFORCED CONCRETE DROP INLET</b></p>	<p>DATE: 8-19-22</p> <p>Sec. - Sht. 62-1b</p>



**Note:**  
Total weight of the assembly shall be 490 Lbs. minimum and the curb box shall be adjustable 6" to 9".

N.T.S.

CITY OF RAPID CITY

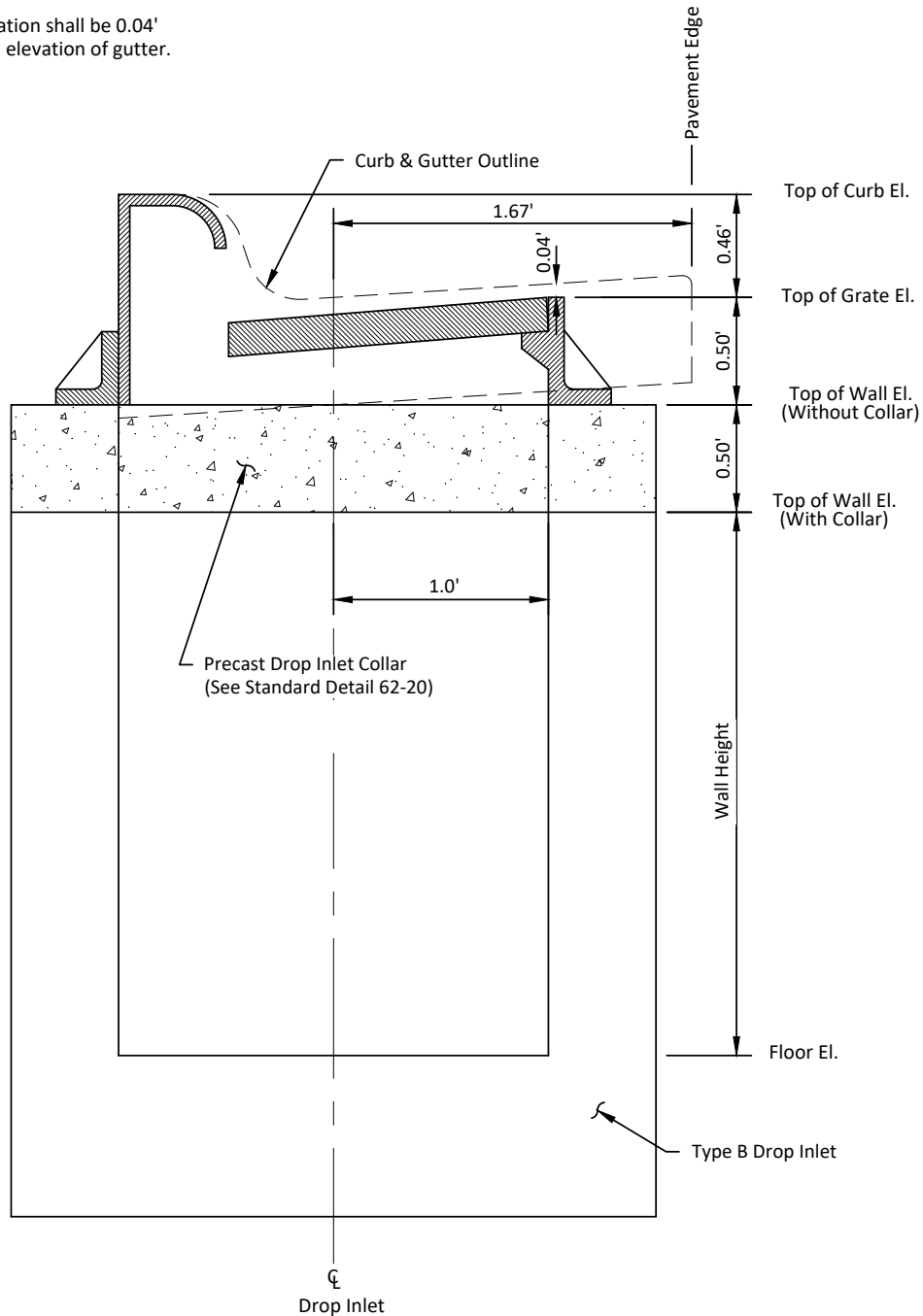
PUBLIC WORKS DEPARTMENT

TYPE B FRAME AND GRATE ASSEMBLY

DATE: 8-19-22

Sec. - Sht.  
62-17a

**Note:**  
 Top of grate elevation shall be 0.04'  
 below theoretical elevation of gutter.



N.T.S.

CITY OF RAPID CITY

PUBLIC WORKS DEPARTMENT

INSTALLATION OF TYPE B DROP INLET

DATE: 8-19-22

Sec. - Sht.  
 62-17b

# STANLEY STEEMER.

Deadwood Information Center  
3 Seiver St  
Deadwood, SD



To whom it may concern:

The following proposal is for the cleaning of your facility at 3 Seiver St. Below is a description of what is included in each of our services along with the related pricing. Please contact me if you have any questions or concerns and I'll make sure any questions get answered before we start the job.

## **About our Indoor Environment Cleaning:**

Stanley Steemer is a certified company with the National Air Duct Cleaning Association (NADCA). NADCA is a HVAC inspection, maintenance and restoration association. We comply with all NADCA residential and commercial HVAC system cleaning specifications and requirements. For more information, visit on the link below:

<http://www.nadca.com/>

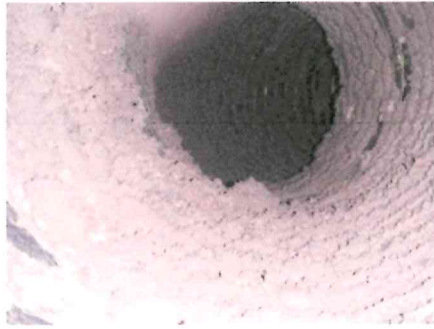
## **Safety**

Stanley Steemer maintains the highest safety standards in our industry. We abide by all OSHA safety standards, especially, lock out/tag out procedures, fall prevention and confined space policies. All commercial Air Duct work is done with A Hepa rated Air Scrubber running. Our crews are thoroughly trained and we adhere to a strict Drug-Free and Smoke-Free workplace policy.

## **SCOPE OF WORK**

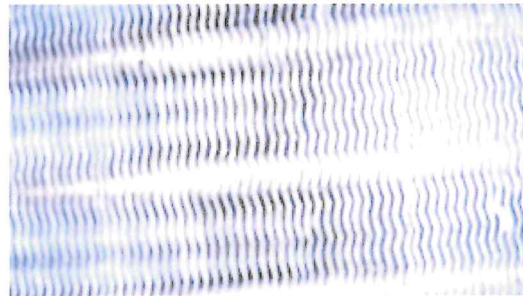
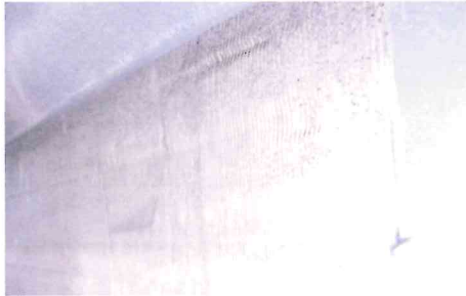
### **Ductwork**

The work involves the removal and disposal of particulates from the HVAC supply and return systems. We utilize aggressive agitation tools, compressed air, and negative pressure; all passing through a HEPA filter or exhausting outside. We will mechanically clean all main trunk lines and branch duct runs. All lined duct work and flexible duct will be cleaned with compressed air, non-aggressive agitation devices along with contact vacuuming as accessible. The cleaning also includes the wiping down and cleaning of all registers and diffusers, as well as, HEPA vacuuming ceiling tiles adjacent to diffusers. A before and after picture of the duct cleaning process is shown below:



**Air Handler- Coils and Blower**

We will complete a NADCA “Type 2” cleaning on affected HVAC units with an alkaline coil cleaner. This includes the cleaning of the blower motor, blades, coils, drain pan and all other accessible surfaces within the air handler cabinet. The coils can be the major source of contamination because of its moisture content and contact with potential contaminants. A before and after picture of the coil cleaning process is shown below:



**Timing**

Stanley Steemer is very flexible on our HVAC system cleaning scheduling. This project will take approximately 1 Days to complete and can be scheduled at your convenience.

**Pricing**

To perform all of the above for you the price is as follows:

<b>Historic center supply, return, AHU</b>	<b>\$2,450.00</b>
<b>Upstairs Attic supply, return, AHU</b>	<b>\$750.00</b>
<b>Baggage, bathrooms supply, return, AHU</b>	<b>\$1,200.00</b>
<b>TOTALS</b>	<b>\$4,400.00+ TAX</b>

If you have any questions, or if I can be of any further assistance, please give me a call at (605) 721-9764 office or (605) 484-9482 cell.

Michael Reese  
*Air Duct Manager*

Stanley Steemer of South Dakota 316 2<sup>nd</sup> st Rapid City, SD 57701  
(605-721-9764-Office) (605-721-9769-Fax) or (1-800-Steemer)





Jacobs Precision Welding

Quote

Date: October 14, 2024

To: City of Deadwood

Qty	Description	Line Total
1.00	Stair platform near Rec Center	<b>\$3,955.06</b>
<b>Subtotal</b>		<b>\$3,955.06</b>
<b>ales Tax</b>		
<b>Total</b>		<b>\$ 3,955.06</b>

Thank you for your business!

522 S Main St, Lead, SD 57754 \* 605-578-1495 \* 605-578-3621 \* priscilla@jacobs welding.net



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



# INVOICE

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

I N V O I C E #: 151113  
 \*\*\*\*\*  
 Freight Bill #: 103080  
 Invoice Date: 10/15/24

Via Email: RMCGRATH@CITYOFDEADWOOD.COM

Our Contract #: 116510  
 Your Contract #:  
 Terms: NET30  
 F.O.B.: DEADWOOD, SD  
 Company #: 2851

***A finance charge of 18% will charged if this  
 invoice is not paid within 30 days of the  
 invoice date.***

WC Date	W/C #	Commodity	Weights/Quantities Misc Description	Price	Per	Amount
10/14/24	4297	BLACK MAGIC Pkup#: 85738	29.3800 Tons	175.0000	T	\$5141.50

PICKUP: BLACKSTRAP  
 DROPOFF: CITY OF DEADWOOD  
 Dispatcher: 22/ Processed by: 11

NELIGH, NE  
 DEADWOOD, SD

-----  
 INVOICE TOTAL --> \$5,141.50  
 =====

Price Per: T=Ton, Q=Qty/Load, C=100wt, 1=48#BU, 2=56#BU, 3=32#BU, R=50#BU, W=Wheat60#, 5=60#B, P=Lbs  
 Thank you for your business. Please reference our invoice#  
 on payment. Check payable to: Blackstrap, Inc.

103080 O/ 58760.0000 Lbs.



# Invoice

Invoice No (1 of 1)  
422376

Date  
10/9/2024

Page  
1 of 2

Tritech Software Systems, a CentralSquare Company  
1000 Business Center Drive  
Lake Mary, FL 32746

Billing Inquiries: [Accounts.Receivable@centralsquare.com](mailto:Accounts.Receivable@centralsquare.com)

**Bill To**  
Deadwood Police, SD  
Cory Shafer  
100 Sherman St  
Deadwood SD 57732  
United States

**Ship To**  
Deadwood Police, SD  
Cory Shafer  
100 Sherman St  
Deadwood SD 57732  
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
16771	Deadwood Police, SD		USD	12/7/2024

	Description	Units	Rate	Extended
Quote No. Q-192739				
1	Mobile PS Pro eCitations Annual Subscription Fee - Annual Subscription Fee Maintenance: Start:12/13/2024, End: 12/12/2025	6	129.90	779.40
2	Records PS Pro eCitations Annual Subscription Fee - Annual Subscription Fee Maintenance: Start:12/13/2024, End: 12/12/2025	1	1,855.98	1,855.98
3	Records PS Pro eCitations State-Specific Form Annual Sub - Annual Subscription Fee Maintenance: Start:12/13/2024, End: 12/12/2025	1	1,855.98	1,855.98
4	Mobile PS Pro CAD Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro CAD Annual Maintenance Fee Maintenance: Start:12/13/2024, End: 12/12/2025	4	81.86	327.44
5	Mobile PS Pro NCIC Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro NCIC Annual Maintenance Fee Maintenance: Start:12/13/2024, End: 12/12/2025	4	0.00	0.00
6	Mobile PS Pro Records Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro Records Annual Maintenance Fee Maintenance: Start:12/13/2024, End: 12/12/2025	4	172.82	691.26
7	Field Ops Subscription (for Zuercher Mobile users) Annual Su - Annual Subscription Fee Field Ops Subscription (for Zuercher Mobile users) Annual Subscription Fee Maintenance: Start:12/13/2024, End: 12/12/2025	1	126.00	126.00
8	Mobile PS Pro CAD Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro CAD Annual Maintenance Fee Maintenance: Start:12/13/2024, End: 12/12/2025	2	81.70	163.39



# Invoice

**Invoice No (1 of 1)**  
422376

**Date**  
10/9/2024

**Page**  
2 of 2

Tritech Software Systems, a CentralSquare Company  
1000 Business Center Drive  
Lake Mary, FL 32746

Billing Inquiries: [Accounts.Receivable@centralsquare.com](mailto:Accounts.Receivable@centralsquare.com)

**Bill To**  
Deadwood Police, SD  
Cory Shafer  
100 Sherman St  
Deadwood SD 57732  
United States

**Ship To**  
Deadwood Police, SD  
Cory Shafer  
100 Sherman St  
Deadwood SD 57732  
United States

Customer No	Customer Name	Customer PO #	Currency	Due Date
16771	Deadwood Police, SD		USD	12/7/2024

	Description	Units	Rate	Extended
9	Mobile PS Pro Records Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro Records Annual Maintenance Fee Maintenance: Start:12/13/2024, End: 12/12/2025	2	172.45	344.90
10	Mobile PS Pro NCIC Annual Maintenance Fee - Annual Maintenance Fee Mobile PS Pro NCIC Annual Maintenance Fee Maintenance: Start:12/13/2024, End: 12/12/2025	2	0.00	0.00
11	Field Ops Subscription (for Zuercher Mobile users) Annual Su - Annual Subscription Fee Field Ops Subscription (for Zuercher Mobile users) Annual Subscription Fee Maintenance: Start:12/8/2024, End: 12/12/2025	1	147.53	147.53

**Please include invoice number(s) on your remittance advice.**

**Subtotal** 6,291.88

**Tax** 0.00

**ACH:**  
Routing Number 121000358  
Account Number 1416612641  
E-mail payment details to: [Accounts.Receivable@CentralSquare.com](mailto:Accounts.Receivable@CentralSquare.com)

**Invoice Total** 6,291.88

**Check:**  
12709 Collection Center Drive  
Chicago, IL 60693

**Payments Applied** 0.00

**Balance Due** **USD 6,291.88**

# Invoice

## Mack's Auto Body LLC

3120 4th Ave  
Spearfish, SD 57783

605-642-4143 Phone  
605-644-1343 Fax

Date	Invoice #
9/17/2024	2024-062

**Bill To**

ATTN ACCOUNTS PAYABLE  
CITY OF DEADWOOD  
102 SHERMAN  
DEADWOOD SD 57732

Description	Amount
<p>Auto Body Parts, Materials &amp; Labor - Lornie Stalder authorized repairs 2020 RAM ProMaster Cargo Van VIN 3C6TRVNG5LE146211 Final Bill \$12953.65 Vehicle released to Lornie Stalder on Sept 6, 2024</p> <p>Initial repair estimate \$6680.20 (First ins payment mailed to the City less \$2500 deductible = \$4180.20) Supplement \$6273.45 (City should have supplement check by now) Any questions for Claims Associates, please call Ethan Kellett, Adjuster @ Claims Assoc (605) 275-5285</p> <p>Municipality/Sales Tax Exempt</p>	<p>12,953.65</p>
<div style="border: 1px solid black; padding: 10px; text-align: center;"> <p><b>Please pay from this invoice.</b></p> <p><b>If you have any questions, please call.</b> <b>Sincerely, Jeneen Mack (605) 642-4143</b></p> </div> <p><i>Submitted by Jeneen Mack</i> <i>Mack's Auto Body LLC</i></p> <p><i>Thank you!</i></p>	<p>0.00</p>
	<p><b>Total</b> \$12,953.65</p>



### MACK'S AUTO BODY LLC

Where Quality & Craftsmanship Come Together  
3120 4TH AVE, SPEARFISH, SD 57783  
Phone: (605) 642-4143  
FAX: (605) 644-1343

Workfile ID: 1d74b669  
PartsShare: 7SvN9W  
Federal ID: 27-1557205  
Resale Number: 1022-2799-ST

**Customer: CITY OF DEADWOOD**

**Job Number:**

Written By: Eugene Mack

Insured: CITY OF DEADWOOD      Policy #:      Claim #: GC2024119068  
Type of Loss:      Date of Loss:      Days to Repair: 0  
Point of Impact:

**Owner:** CITY OF DEADWOOD  
102 SHERMAN STREET  
DEADWOOD, SD 57732  
(605) 641-7745 Cell

**Inspection Location:** MACK'S AUTO BODY LLC  
3120 4TH AVE  
SPEARFISH, SD 57783  
Repair Facility  
(605) 642-4143 Business

**Insurance Company:**

### VEHICLE

2020 RAM ProMaster Cargo Van 1500 Low Roof 118" WB 3D VAN 6-3.6L Gasoline Sequential MPI SILVER

VIN: 3C6TRVNG5LE146211      Interior Color:      Mileage In:      Vehicle Out:  
License: CTY0623      Exterior Color: SILVER      Mileage Out:  
State: SD      Production Date:      Condition:      Job #:

#### TRANSMISSION

Automatic Transmission

#### POWER

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors

#### DECOR

Dual Mirrors  
Body Side Moldings  
Tinted Glass

#### CONVENIENCE

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Keyless Entry  
Message Center  
Steering Wheel Touch Controls  
Telescopic Wheel  
Backup Camera

#### RADIO

AM Radio  
FM Radio

#### Stereo

Search/Seek  
Auxiliary Audio Connection

#### SAFETY

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Traction Control  
Stability Control  
Front Side Impact Air Bags  
Head/Curtain Air Bags

#### Hands Free Device

#### SEATS

Cloth Seats  
Bucket Seats  
Reclining/Lounge Seats

#### WHEELS

Styled Steel Wheels

#### PAINT

Clear Coat Paint

#### OTHER

Signal Integrated Mirrors  
California Emissions

Customer: CITY OF DEADWOOD

Job Number:

2020 RAM ProMaster Cargo Van 1500 Low Roof 118" WB 3D VAN 6-3.6L Gasoline Sequential MPI SILVER

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>FRONT BUMPER &amp; GRILLE</b>					
2	R&I	R&I bumper cover as an assy				2.2	
3		<b>FRONT LAMPS</b>					
4	R&I	RT Headlamp assy w/o daytime run lamp				Incl.	
5	R&I	RT Headlamp bezel lower				Incl.	
6		<b>FENDER</b>					
7	*	Blnd RT Fender (HSS)					0.8
8		<b>RESTRAINT SYSTEMS</b>					
9	Repl	RT Pressure sensor	68170696AA	1	67.45 m	0.2 M	
		Note: Part # changes to 68304326AA					
10		Air bag system diagnosis			m	0.5 M	
11		<b>PILLARS, ROCKER &amp; FLOOR</b>					
12	Repl	RT Body side mldg	1ZT47LAHAA	1	131.00	0.2	
13	*	Repl RT Center pillar right	68100631AB	1	454.00	5.0	2.5
14	Repl	RT Aperture panel	68167373AA	1	544.00	17.0	3.9
15		Add for Clear Coat					1.6
16		<b>FRONT DOOR</b>					
17	*	Repl RT Door shell	68465073AC	1	722.00	5.5	4.5
18		Overlap Major Adj. Panel					-0.4
19		Add for Clear Coat					0.8
20		Add for trnsfr glass				0.5	
21	Repl	RT Nameplate "RAM 1500"	68210902AA	1	99.50	0.2	
22	Repl	RT Nameplate "ProMaster"	68211249AB	1	87.20	0.2	
23	*	Repl RT Body side mldg	1ZT58JXWAB	1	186.00	Incl.	
24	R&I	RT Flare				Incl.	
25		<b>SIDE LOADING DOOR</b>					
26	*	Repl RT Door shell standard roof 118" WB w/o glass	68249804AB	1	2,365.00	3.2	6.6
27		Overlap Major Adj. Panel					-0.4
28	*	Add for Clear Coat					1.2
29		Add for trnsfr glass				0.7	
30	Repl	RT Body side mldg 118" WB	1ZT42LAHAA	1	306.00	Incl.	
31	#	Subl Hazardous waste removal		1	5.00 T		
32	#	Repl Cover Car		1	3.00 T		
33	#	Repl Corrosion protection primer		1	10.00 T		
34		<b>SIDE PANEL</b>					
35	*	Repl RT Outer rocker	68167513AA	1	224.00 s	8.5 S	1.4
36		Overlap Major Non-Adj. Panel					-0.2
37	*	Add for Clear Coat					0.2
38	Repl	RT Body side mldg front	1ZT43LAHAA	1	328.00	0.3	
39	#	Rpr RT "B" Pillar inner Panel				4.0	
40	*	Blnd RT Side panel					1.8



**Customer: CITY OF DEADWOOD**

**Job Number:**

2020 RAM ProMaster Cargo Van 1500 Low Roof 118" WB 3D VAN 6-3.6L Gasoline Sequential MPI SILVER

41	R&I	RT Flare			0.3
42	R&I	RT Body side mldg front			0.2
43	R&I	RT Sill molding			0.2
44	<b>BACK DOOR</b>				
45	R&I	RT R&I door assy			0.8
46	R&I	RT Upper hinge body side			0.3
Note: LABOR: Time is after door is removed.					
47	<b>REAR LAMPS</b>				
48	R&I	RT Tail lamp assy			0.3
49	<b>REAR BUMPER</b>				
50		O/H rear bumper			0.5
51	R&I	Bumper cover w/o reverse sensor w/o receiver hitch		Incl.	
52	R&I	RT End cap			0.3
53	<b>VEHICLE DIAGNOSTICS</b>				
54	*	Rpr	Pre-repair scan		
55	*	Rpr	Post-repair scan	m	1.0 M
				m	1.0 M
<b>SUBTOTALS</b>					<b>5,532.15</b>
					<b>53.1</b>
					<b>24.3</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			5,514.15
Body Labor	41.9 hrs @	\$ 75.00 /hr	3,142.50
Paint Labor	24.3 hrs @	\$ 75.00 /hr	1,822.50
Mechanical Labor	2.7 hrs @	\$ 100.00 /hr	270.00
Structural Labor	8.5 hrs @	\$ 100.00 /hr	850.00
Paint Supplies	24.3 hrs @	\$ 55.00 /hr	1,336.50
Miscellaneous			18.00
Subtotal			12,953.65
<b>Grand Total</b>			<b>12,953.65</b>

THIS ESTIMATE MAY BE BASED IN WHOLE OR IN PART UPON THE PAINTLESS DENT REPAIR METHOD. EACH ITEM OF DAMAGE ADJUSTED USING THAT METHOD IS IDENTIFIED ON THE ESTIMATE. THE PAINTLESS DENT REPAIR METHOD MAY NOT BE THE APPROPRIATE REPAIR METHOD FOR ALL TYPES OF DAMAGE. IF AN INSURER IS LIABLE FOR THE DAMAGE LISTED ON THE ESTIMATE, THE INSURER SHALL PROVIDE SUFFICIENT COMPENSATION TO RESTORE THE VEHICLE TO SUBSTANTIALLY THE SAME PHYSICAL CONDITION. FOR ANY DAMAGE WHERE IT IS APPROPRIATE TO REPAIR THE VEHICLE USING THE PAINTLESS DENT REPAIR METHOD, THE INSURED MAY CHOOSE NOT TO REPAIR THE VEHICLE OR CHOOSE TO HAVE THE VEHICLE REPAIRED USING A DIFFERENT METHOD OF REPAIR. IF THE INSURED CHOOSES EITHER OF THESE OPTIONS, THE INSURER IS LIABLE ONLY FOR THE COST OF THE PAINTLESS DENT REPAIR METHOD.

*Submitted by  
Green Mack  
Mack's Auto Body LLC  
Thank you!*

*Repair Done 09/5/2024  
Vehicle Released 09/16/2024  
to Lornie Stalder*

**ORDINANCE NUMBER 1407  
SUPPLEMENTAL BUDGET APPROPRIATION #5 FOR 2024**

Section 1. To provide for the following expenditures there is hereby appropriated to the specified fund accounts following sums from funds not otherwise appropriated for the year 2024:

**FUND 0101 GENERAL FUND**

Public Buildings Repairs (Vehicle) \$ 6,273.45

Source of Revenue: Insurance Proceeds

Finance Professional Services \$90,000.00

Source of Revenue: Unexpended Cash from Previous Budgets

Police Equipment (2 vehicles) \$ 9,000.00

Budget Reallocation From: Public Buildings Equipment

**FUND 0215 HISTORIC PRESERVATION FUND**

HP Capital Assets – Adams House \$393,748.00

Source of Revenue: 2019 Insurance Proceeds and Cash Reseves

**FUND 0610 PARKING AND TRANSPORTATION FUND**

Trolley Capital (Heater System) \$ 9,500.00

Budget Reallocation From: P & T Repairs

Grants to Other Entities \$4,800.00

Source of Budget: Parking Donations

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

CITY OF DEADWOOD

\_\_\_\_\_  
David R. Ruth Jr. Mayor

\_\_\_\_\_  
ATTEST: Jessica McKeown, Finance Officer

First Reading: October 7, 2024  
Second Reading: October 21, 2024  
Published: October 24, 2024  
Adopted: October 24, 2024



CITY OF DEADWOOD ORDINANCE NUMBER #1408																						
AN ORDINANCE PROVIDING FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2025 AND LEVYING PROPERTY TAX FOR 2024																						
BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, SOUTH DAKOTA																						
Section 1. That the following sums of money are appropriated and taxes levied upon all taxable property within the City of Deadwood for the purposes of providing funds to meet all lawful expenses and liabilities for the fiscal year ending December 31, 2025																						
		General Fund	Library Fund	Bed and Booze	Bus Imp Dist. 9	Bus Imp Dist. 8	Bus Imp Dist. 1-6	Bus Imp Dist 7	Hist. Pres. Fund	Revolving Loan Fund	Debt Serv. TIF #10	Debt Serv. TIF #9 Optima	Debt Serv. TIF #8 StageRun	Debt Serv. TIF #11 Dwd Hotels	Debt Serv. TIF #12 SecStage	Debt Serv. TIF #13 WJP Holdings	Water Fund	Sewer Fund	Mt Moriah	Parking & Transport.	TOTAL	
		101	206	209	211	212	213	214	215	216	719	721	725	726	727	728	602	603	607	610		
	<b>410</b>	<b>GENERAL GOVT</b>																				
411.1	Legislative	371,000																			371,000	
413.1	Elections	2,200																			2,200	
414.1	Attorney	50,000																			50,000	
414.2	Finance	454,850																			454,850	
419.2	Public Buildings	1,290,690																			1,290,690	
419.3	Computer Network	211,500																			211,500	
	<b>420</b>	<b>PUBLIC SAFETY</b>																				
421.0	Police	2,078,900																			2,078,900	
421.1	DARE	1,500																				
422.1	Fire	471,469																			471,469	
423.2	Bldg Inspection	114,750																			114,750	
	<b>430</b>	<b>PUBLIC WORKS</b>																				
431.0	Streets	1,331,240																			1,331,240	
432.0	Waste Disp.	173,880																			173,880	
433.0	Water																4,033,550	343,440			4,376,990	
436.0	Parking/Transportation																				2,407,350	
437.0	Cemetery	49,000																	136,487		185,487	
451.0	Recreation Center	-		664,370																	664,370	
441.2	Animal Control	8,500																			8,500	
	<b>450</b>	<b>CULTURE/RECREATION</b>																				
452.0	Parks	1,159,450																			1,159,450	
452.1	Parks-FEMA	-																				
455.0	Library		206,600																		206,600	
457.1	Historic Pres.-Dept								5,663,580												5,663,580	
457.2	Historic Pres.-Visitor Mgmt																				-	
457.3	Historic Pres-Interpreta.																				-	
457.5	Historic Pres-Grant/Loan																				-	
457.6	Historic Pres-Profess. Service																				-	
457.7	Historic Pres.-Buildings																				-	
	<b>460</b>	<b>DEVELOPMENT</b>																				
463.0	Business Improvem. Dist.				435,000	460,000	460,000	535,000													1,890,000	
464.0	Planning/Zoning	193,700																			193,700	
465.1	Dwd Improvement			-																	-	
465.3	City Promotion			340,525																	340,525	
	<b>470</b>	<b>DEBT REDUCTION</b>																				
470	Debt Reduction	1,200,000							-		215,000	160,000	230,000	140,000	20,000	20,000					1,985,000	
		<b>Budgeted for Operations and Debt Service</b>	<b>9,162,629</b>	<b>206,600</b>	<b>1,004,895</b>	<b>435,000</b>	<b>460,000</b>	<b>460,000</b>	<b>535,000</b>	<b>5,663,580</b>	<b>-</b>	<b>215,000</b>	<b>160,000</b>	<b>230,000</b>	<b>140,000</b>	<b>20,000</b>	<b>20,000</b>	<b>4,033,550</b>	<b>343,440</b>	<b>136,487</b>	<b>2,407,350</b>	<b>25,633,531</b>
	<b>510</b>	<b>FINANCING USES</b>																				
511	Operating Transfer Out	56,404		135,000	15,000	15,000	15,000	15,000	1,523,170								30,000				-	1,804,574
		<b>9,219,033</b>	<b>206,600</b>	<b>1,139,895</b>	<b>450,000</b>	<b>475,000</b>	<b>475,000</b>	<b>550,000</b>	<b>7,186,750</b>	<b>-</b>	<b>215,000</b>	<b>160,000</b>	<b>230,000</b>	<b>140,000</b>	<b>20,000</b>	<b>20,000</b>	<b>4,063,550</b>	<b>343,440</b>	<b>136,487</b>	<b>2,407,350</b>	<b>27,438,105</b>	

ORDINANCE NUMBER #1408																					
2025 APPROPRIATION ORDINANCE																					
Section 2.	General	Library	Bed and Booze	Bus Imp Dist. 9	Bus Imp Dist. 8	Bus Imp Dist. 1-6	Bus Imp Dist 7	Hist. Pres.	Revolving Loan	Debt Serv TIF #10	Debt Serv TIF #9 Optima	Debt Serv. TIF #8 StageRun	Debt Serv. TIF #11 Dwd Hotels	Debt Serv. TIF #12 SecStage	Debt Serv. TIF #13 WJP Holdings	Water 602	Sewer 603	Mt Moriah 607	Park Meter/Trolley 610	TOTAL	
<b>Undesignated Fund Balance</b>	1,291,173	56,403	-													2,868,736	252,440	-	573,888	5,042,640	
<b>FEMA REPAYMENT</b>																					-
310 Taxes	5,649,033		999,895	450,000	475,000	475,000	550,000			215,000	160,000	230,000	140,000	20,000	20,000						9,383,928
320 License/Permits	166,475																				166,475
330 Intergovernmental Services	137,500	90,883						7,186,750	-												7,415,133
340 Charges for Goods/Services	226,300	-	140,000						-										127,500		493,800
350 Fines/Forfeitures	-	2,911																			2,911
360 Miscellaneous Revenue	199,196	-	-															8,987			208,183
380 Operating Revenue	2,000																				
	7,671,677	150,197	1,139,895	450,000	475,000	475,000	550,000	7,186,750	-	215,000	160,000	230,000	140,000	20,000	20,000	3,902,736	343,440	136,487	2,367,350	25,633,532	
390 Other Sources-Transfers	1,547,356	56,403														160,814				40,000	1,804,573
<b>Total Means of Finance</b>	<b>9,219,033</b>	<b>206,600</b>	<b>1,139,895</b>	<b>450,000</b>	<b>475,000</b>	<b>475,000</b>	<b>550,000</b>	<b>7,186,750</b>	<b>-</b>	<b>215,000</b>	<b>160,000</b>	<b>230,000</b>	<b>140,000</b>	<b>20,000</b>	<b>20,000</b>	<b>4,063,550</b>	<b>343,440</b>	<b>136,487</b>	<b>2,407,350</b>	<b>27,438,105</b>	
Section 3 and 4.																					
The Finance Officer is directed to certify the following dollar amount of tax levies made in this Ordinance to the County Auditor: General Fund \$1,446,533 for general purposes.																					
No interest and debt service fund will be paid from the tax levy.																					
CITY OF DEADWOOD								ATTEST:													
David Ruth, Jr., Mayor								Jessica McKeown, Finance Officer													
First Reading:	10/21/2024																				
Second Reading:	11/04/2024																				
Published:	11/07/2024																				
Adopted:	11/07/2024																				

OFFICE OF  
**PLANNING, ZONING AND  
 HISTORIC PRESERVATION**  
 108 Sherman Street  
 Telephone (605) 578-2082  
 Fax (605) 722-0786



**Kevin Kuchenbecker**  
 Planning, Zoning and  
 Historic Preservation Officer  
 Telephone (605) 578-2082  
 kevin@cityofdeadwood.com

## ***MEMORANDUM***

---

**Date:** October 16, 2024  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Purchase Black Hills Granite and Marble Works Building – 142 Sherman Street

---

Deadwood has a significant number of residents who qualify as senior citizens; however, there is currently no public, multi-use facility designated for residents to meet, host events or socialize. This has been identified as an unfulfilled need for our community for many years as outlined in the comprehensive plan.

Beginning in May of 2024, Historic Preservation staff has been in discussion with the Oberlander family regarding the Black Hills Granite & Marble Works building located at 142 Sherman Street. This historic structure was constructed in 1910 by A.L. Duchene and has been used as a cemetery monument company for 114 years and could possibly act as a future senior center.

As related to the National Historic Landmark, this structure is an important part of Deadwood's history. The building's contents, including business receipts, ledgers, and other archival ephemera provide a unique look into one of Deadwood's early businesses as related to Mount Moriah Cemetery and other cemeteries throughout the Black Hills. These records also capture one of the longest family run businesses in Deadwood.

Negotiations have taken place with the Oberlander family regarding the acquisition of the building and its contents. Staff is recommending purchasing the Black Hills Granite & Marble Works building and its contents located at 142 Sherman Street for an amount not to exceed \$91,850.00 and for the Mayor to sign the purchase agreement.

### **Recommended Motion:**

Move to purchase the Black Hills Granite & Marble Works building and its contents located at 142 Sherman Street for an amount not to exceed, \$91,850.00 to be paid out of the acquisitions line item and for the Mayor to sign the purchase agreement.

## REAL PROPERTY PURCHASE AGREEMENT

1. **Parties.** The parties to this Agreement are The Estate of David Duchene Akrop, of \_\_\_\_\_ (“Seller”) and the City of Deadwood Historic Preservation Department of 142 Sherman Street, Deadwood, South Dakota (“Buyers”).

2. **Purpose.** The purpose of this Agreement is to fix the terms and conditions under which Seller agrees to sell and Buyers agree to buy certain real property, described below.

3. **Property to be Purchased.** The real property sold by Seller and purchased by Buyers is described as follows:

**Lot 19 and 20 in Block 40 of the Original Town of Deadwood, Lawrence County, South Dakota.**

4. **Closing.** The date of Closing of this Agreement shall be a mutually agreeable date on or before \_\_\_\_\_, at a mutually agreeable location.

5. **Price and Terms.** The total purchase price shall be ninety-one thousand eight hundred fifty and no/100ths Dollars (\$91,850.00), as follows:

Buyers will pay to Seller \$91,850.00 in cash or certified funds, payable at the time of Closing.

6. **Possession.** Buyers shall have possession of the Property conveyed herein on the date of the Closing of this Agreement.

7. **Title to Property and Deed.** Seller warrants that he is seized and possessed of good and merchantable title to the Property conveyed in this agreement, and the same is free and clear of liens and encumbrances. On or before Closing and upon Buyers’ performance of the terms and conditions to be by it performed in this Agreement, Seller shall deliver to Buyers a Warranty Deed to the Property conveying good and merchantable title thereto, free and clear of liens and encumbrances, conveying all improvements and appurtenances thereto, subject to easement, rights-of-way, restrictions, and covenants of record.

8. **Taxes and Assessments.** Seller warrants that all taxes and special assessments which constitute a lien on the Property assessed for the year 2023, due and payable in 2024, shall be paid by Seller. The taxes and special assessments which constitute a lien on the Property assessed for the year 2024, due and payable in 2025, shall be prorated between Buyers and Seller as of Closing with Seller to pay all 2024 taxes through the date of Closing.

9. **Title Insurance.** Upon the execution and signing of this Agreement, Seller shall procure a commitment for title insurance to be issued by \_\_\_\_\_, which commits the title insurance company to issue to Buyers at the time of the delivery and recording of the Warranty Deed an ALTA owner’s title insurance policy insuring the title in Buyers in the

amount of its purchase price. Seller shall provide to Buyers a draft of such title insurance commitment as soon as it is available, prior to Closing.

**10. Representations of Buyers.**

a. Buyers represent that no petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditor, or petition seeking reorganization or arrangement or other action under federal or state bankruptcy laws is pending against or contemplated by Buyers; and

b. Buyers represent that they have had no dealings, negotiations or consultations with any broker, representative, employee, agent, or other intermediary in connection with this Agreement or the sale of the property and that it will indemnify, defend, and hold Seller free and harmless from the claims of any broker, representative, employee, agent, or other intermediary claiming to have represented buyers in connection with the sale of Property.

All representations, warranties, and covenants of Buyers contained in this Agreement, to the best of Buyers' knowledge, information, and belief, shall be true and correct as of the date of this Agreement, as of Closing, and shall survive Closing.

**11. Representations of Seller.** Seller represents and warrants to his best knowledge, information, and belief as follows:

a. Seller has not received and have no knowledge of any notice or request from any applicable governmental department, insurance company (or organizations exercising functions similar thereto) or mortgages or contract vendors requesting the performance of any work or alteration with respect to the Property which has not been complied with, and the Property is not in violation of and complied with all local, state, or federal pollution control or environmental laws. If any such notice is received, Seller shall comply with any requirements of such notice prior to Closing.

b. Seller is not now a party to any litigation affecting the property the subject hereof, or any part thereof, or Seller's right to sell the property the subject hereof, including, but not limited to, condemnation or eminent domain proceedings and Seller knows of no litigation or threatened litigation affecting said property or any part thereof; Seller covenants and agrees to give to Buyers prompt notice of the institution of any such litigation prior to closing.

c. Seller has good and marketable fee simple title to the Property, free and clear of any liens, charges, claims, actions, encumbrances, easements, rights of way, restrictions and title exceptions of any kind whatsoever. Seller warrants that in the event a third party challenges the title of the Property, brings any action, or files and claim of record that purports to place a cloud on the marketable fee simple title being conveyed by the Seller herein, Seller will assume the responsibility of defending the title against such claims, and indemnify Buyers for any and all costs Buyers incur including reasonably attorneys fees, to defend the title against such claims or to prove marketable fee simple title now conveyed to Buyers.

d. The Property is, and shall be on Closing, free and clear of all leases, licenses, tenancies, and other occupancies and all adverse claims, except as specifically set forth in this Agreement. There are no contracts relating to the Property except as specifically set forth in this Agreement.

e. Seller has not granted any right of first refusal or option to acquire fee title or any title interest to the Property or any portion thereof or interest therein.

f. The property is not the subject of a listing agreement and there are no brokerage or other real estate commissions due and owing as a result of this Agreement.

All representations, warranties, and covenants of Seller contained in this Agreement, shall be true and correct as of the date of this Agreement, shall survive Closing, shall further survive the execution and delivery of the warranty deed, remaining fully in effect and operative and shall not be merged into the Warranty Deed.

**12. Risk of Loss.** Seller assumes all risk of loss due to fire or other casualty up to the time of Closing. In the event any such loss occurs prior to the date of Closing, Buyers shall have the right and option to terminate this Agreement on notice to Seller, and upon such termination, there shall be no further liability on the part of Seller or Buyers hereunder.

**13. Property Disclaimer.** Except as specifically set forth in this Agreement, no representations or warranties of any kind, express or implied, have been made or are made, and no responsibility has been or is assumed, by Seller or any partner, person, firm, or agent acting or purporting to act on behalf of Seller as to the condition or repair of the Property, or the value, expense of operation or income potential thereof. Buyers, or their duly authorized agent, have examined the Property, are familiar with the physical condition thereof, and are accepting the Property in “as is” and “where is” condition.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**SELLER:**

\_\_\_\_\_  
Estate of David Duchene Akrop

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**BUYERS:**

\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  )ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same 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  
Telephone (605) 578-2082  
Fax (605) 722-0786



**Kevin Kuchenbecker**  
Planning, Zoning and  
Historic Preservation Officer  
Telephone (605) 578-2082  
kevin@cityofdeadwood.com

## MEMORANDUM

---

**DATE:** October 21, 2024  
**TO:** Deadwood City Commission  
**FROM:** Kevin Kuchenbecker, Historic Preservation Officer &  
Planning and Zoning Administrator  
**RE:** Surplus Property – Tract 1A

---

Permission to declare property surplus for land legally described as Plat of Tract 1A of the Miller Street subdivision, formerly a portion of Tract 1 of the Miller Street subdivision, Original Town of Deadwood per P.L. Rogers Map, all located in the SW 1/4 of Section 23, TN, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota.

The subject parcel has been determined by the City of Deadwood to be potential surplus property and would be sold to the owners of abutting real property, KR Deadwood Sherman Street 2020, LLC for no less than appraised value per South Dakota Codified Law §6-5-4 and §6-13-4.

The approximate area of Tract 1A is 46.12 +/- square feet.

### **RECOMMENDED ACTION:**

Approve/Deny declaration of surplus property.

**RESOLUTION 2024 – 24**

**RESOLUTION TO SURPLUS CITY OWNED REAL ESTATE**

WHEREAS, the Deadwood City Commission desires to designate certain City owned real property as surplus land and sell said real property at a private sale should real property appraise at two thousand five hundred dollars or less, pursuant to SDCL §6-5-4 and §6-13-4.

AND WHEREAS, the public interest will be better served by selling the following described real property to a private owner;

Plat of Tract 1A of the Miller Street Subdivision, formerly a portion of Tract 1 of the Miller Street Subdivision, Original Town of Deadwood per P.L. Rogers Map, all located in the SW ¼ of Section 23, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota.

AND WHEREAS, the land to be designated as surplus and then sold encourages the private owner to upkeep said property.

NOW THEREFORE IT IS HEREBY RESOLVED, pursuant to SDCL §6-5-4, the public interest will be better served by the proposed designation of surplus property and sale of land to a private owner.

IT IS FURTHER RESOLVED, that the Deadwood City Commission shall further follow all mandates of SDCL §6-5-4 and §6-13-4, as statutorily provided.

Dated this 21st day of October, 2024.

City of Deadwood:

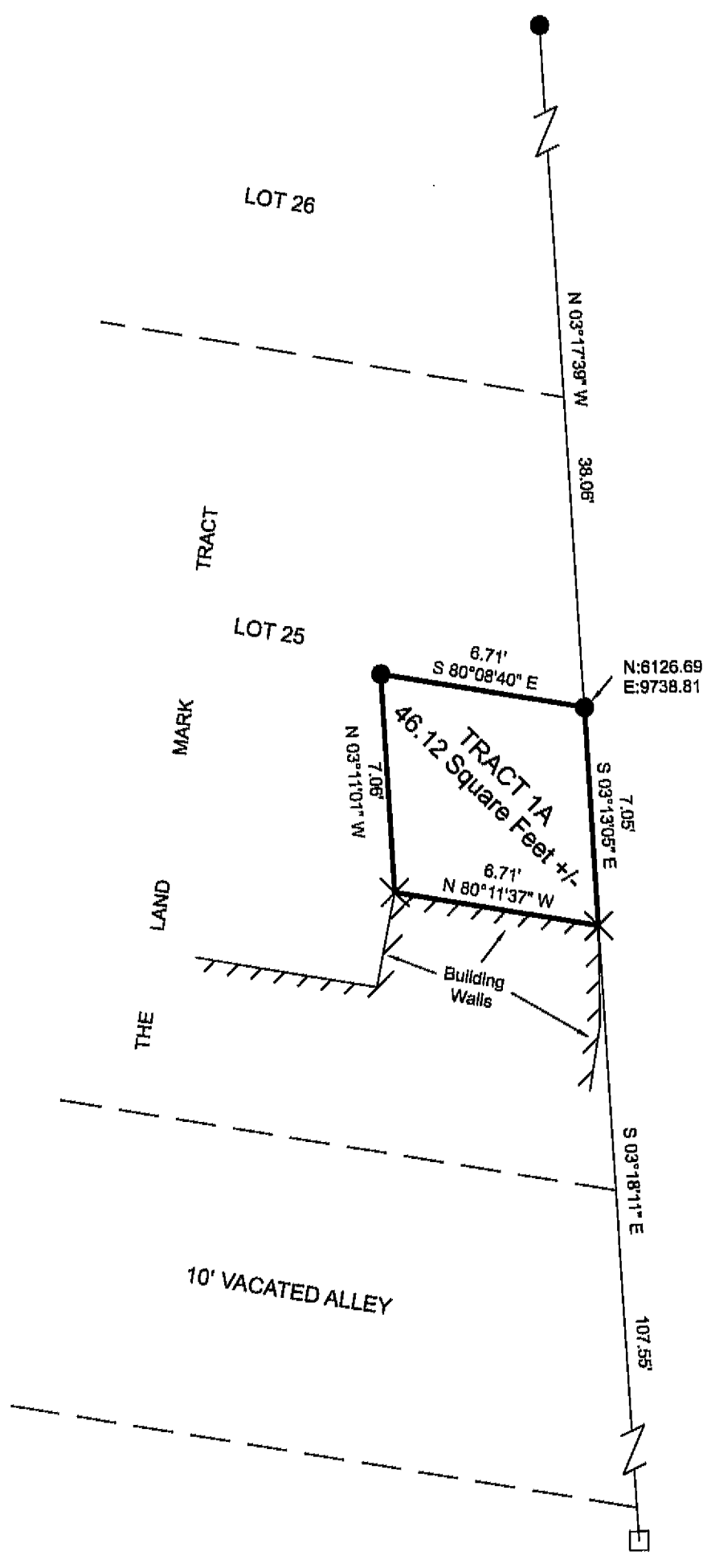
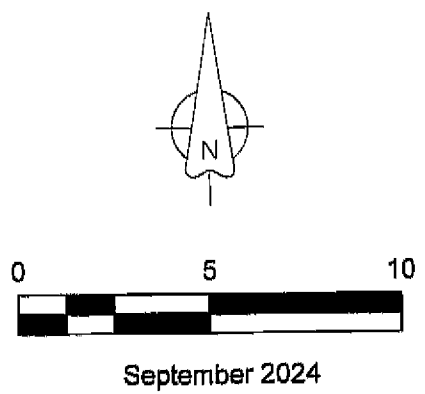
\_\_\_\_\_  
David Ruth Jr., Mayor

ATTEST:

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

PLAT OF TRACT 1A OF THE MILLER STREET SUBDIVISION,  
Formerly A Portion of Tract 1 of the Miller Street Subdivision, Original Town of Deadwood Per P.L. Rogers Map,  
All located in the SW1/4 of Section 23, T.5N., R.3E., B.H.M, City of Deadwood, Lawrence County, South Dakota.

SHEET 1 OF 2



Remainder of  
TRACT 1  
Miller Street Subdivision  
2.03 Acres  
Doc. #2012-5646

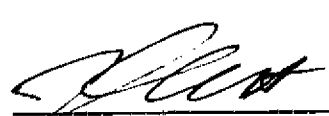
30' +/- Public Access and Utility Easement  
MILLER STREET  
PUBLIC ACCESS PLAT DOC# 2012-05946

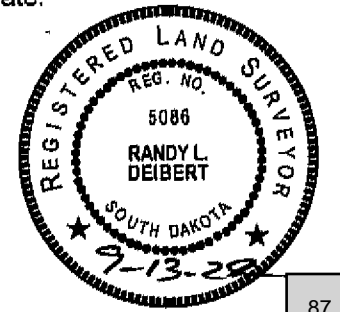
Certificate of Surveyor

NOTES:  
1) Basis of Bearing is Deadwood Coordinate System

I, Randy L. Deibert, P.O. Box 408, Spearfish, S.D. 57783, being a Registered Land Surveyor in the State of South Dakota, No. 5086, on the basis of my knowledge, information and belief, certify to the owner(s) listed hereon, that at the request of the owner, the survey represented by this plat was made under my supervision, on the ground to the normal standard of care of Professional Land Surveyors practicing in the State of South Dakota, this survey does not constitute a title search to determine ownership or easements of record as performed by myself or by Professional Mapping and Surveying, L.L.C., I further state that I did not obtain the signatures for the certificates other than the surveyor certificate.

- LEGEND
- FOUND PK NAIL OR MAG NAIL
  - ✕ BUILDING CORNER IS PROPERTY CORNER
  - FOUND PROPERTY CORNER PMS LS5086

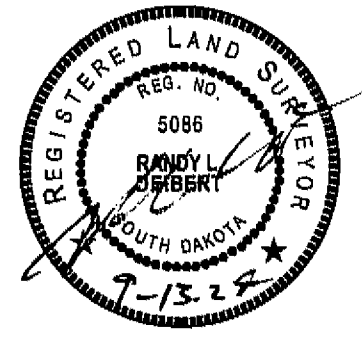
  
Randy L. Deibert L.S. 5086  
9-13-24  
Date



DOC. #2024-4330 page 1 of 2

PLAT OF TRACT 1A OF THE MILLER STREET SUBDIVISION,  
Formerly A Portion of Tract 1 of the Miller Street Subdivision, Original Town of Deadwood Per P.L. Rogers Map,  
All located in the SW1/4 of Section 23, T.5N., R.3E., B.H.M, City of Deadwood, Lawrence County, South Dakota.

SHEET 2 OF 2



Owner's Certificate

State of South Dakota County of Lawrence

I, DAVID R. RUTH, JR., MAYOR FOR THE CITY OF DEADWOOD, do hereby certify that I/we are the owners of the property shown and described hereon, that we do approve this plat as hereon shown and that development of this property shall conform to all existing applicable zoning, subdivision, erosion and sediment control regulations.

Owners: CITY OF DEADWOOD Address: 102 SHERMAN STREET, DEADWOOD, SD 57732

Acknowledgment of Owner

State of South Dakota County of Lawrence

On this 7th day of OCTOBER, 2024, before me the undersigned Notary Public, personally appeared \_\_\_\_\_

DAVID R. RUTH, JR., known to me to be the person described in and who executed the foregoing certificate.

My commission expires: MAY 28, 2030 Notary Public: [Signature]



Approval of the City of Deadwood Planning Commission

State of South Dakota County of Lawrence

This plat approved by the City of Deadwood Planning Commission this 18th day of SEPTEMBER, 2024. Signed:

[Signature] City Planner [Signature] Chairman

Approval of the City of Deadwood Board of Commissioners:

State of South Dakota County of Lawrence

Be it resolved that the City of Deadwood Board of Commissioners having viewed the within plat, do hereby approve the same for recording in the Office of the Register of Deeds, Lawrence County, SD. Dated this 7th day of October, 2024.

Attest: [Signature] Finance Officer [Signature] Mayor

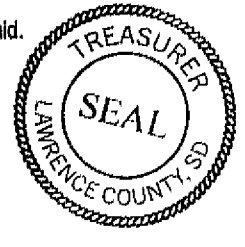


Certificate of County Treasurer

State of South Dakota County of Lawrence

I the Lawrence County Treasurer, do hereby certify that 2023 taxes which are liens upon the herein platted property have been paid. Date this 8 day of October, 2024.

Lawrence County Treasurer: Deborah Friddle by Annie Marshall



Approval of Highway Authority

State of South Dakota County of Lawrence

The location of the proposed access roads abutting the county or state highway as shown hereon, is hereby approved. Any change in the proposed access shall require additional approval.

Highway Authority: [Signature]

Certificate of the Director of Equalization

State of South Dakota County of Lawrence

I the Lawrence County Director of Equalization, do hereby certify that I have received a copy of this plat, dated this 8 day of October, 2024.

Lawrence County Director of Equalization: Brett Ruge by Chancie Baenen



Certificate of Register of Deeds

State of South Dakota County of Lawrence

Filed for record this 8 day of October, 2024, at 11:56 o'clock A.M., and recorded in Doc. #2024-4330 Fee \$ 60.00  
Lawrence County Register of Deeds: David Hansen



**From:** [Account` Security](#)  
**To:** [Leah Blue-Jones](#)  
**Subject:** Fwd: 7 Spring Street  
**Date:** Thursday, October 10, 2024 11:19:33 AM

---

**From:** Account` Security <alcsteier@outlook.com>  
**Date:** October 10, 2024 at 12:18:01 PM CDT  
**To:** Amber Ranek-Galbraith <amber@blackhillspremier.com>  
**Subject:** Re: 7 Spring Street

Deadwood Planning & Zoning,

We are surrendering our B & B CUP.  
Ken & Lee Steier

Sent from my iPhone

On Oct 10, 2024, at 11:02 AM, Amber Ranek-Galbraith  
<amber@blackhillspremier.com> wrote:

Ok. Lee had some appointments today. My bad as I just thought you needed by the 16th. We will see what we can do.

On Thu, Oct 10, 2024 at 8:23 AM Leah Blue-Jones  
<[leah@cityofdeadwood.com](mailto:leah@cityofdeadwood.com)> wrote:

Good Morning, Amber.

I wanted to touch base regarding the letter surrendering the Conditional Use Permit for 7 Spring Street. To keep this item on the agenda for the October 16 Planning & Zoning meeting, we will need to receive the letter today.

Please let me know the status.

Thanks,

Leah

---

**From:** Leah Blue-Jones  
**Sent:** Thursday, October 3, 2024 12:47 PM  
**To:** Amber Ranek-Galbraith <[amber@blackhillspremier.com](mailto:amber@blackhillspremier.com)>  
**Cc:** Kevin Kuchenbecker <[kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com)>;  
[alcsteier@outlook.com](mailto:alcsteier@outlook.com); Quentin L. Riggins <[griggins@gpna.com](mailto:griggins@gpna.com)>;  
Brandi Nicole <[bnicole@gpna.com](mailto:bnicole@gpna.com)>  
**Subject:** 7 Spring Street

Good Afternoon,

Thanks for coming to the Planning and Zoning Commission meeting yesterday, I think it was a good conversation and hopefully all questions were answered.

To sum up what occurred in the meeting, the property at 7 Spring Street will be converted into a Long-Term Rental. This will require that the Conditional Use Permit currently active for a Bed and Breakfast on the property will need to be either surrendered by the property owners or revoked by the City of Deadwood. All parties agreed that a surrender of the permit would be more favorable.

To surrender a Conditional Use Permit, a letter from the Steiers will need to be submitted to the Planning and Zoning Department requesting the permit be cancelled. The cancellation request will be discussed at the next Planning and Zoning meeting, scheduled for the following date and time:

When:

Wednesday, October 16, 2024

4:00 p.m.

Where:

Deadwood City Hall

102 Sherman Street  
Deadwood, SD 57732

Please submit the letter requesting a surrender of the Conditional Use Permit to the Planning and Zoning office by Wednesday, October 9, 2024.

If you have any further questions, don't hesitate to reach out.

Thanks

Leah Blue-Jones

[Leah Blue-Jones](#)

Zoning Coordinator

City of Deadwood

108 Sherman Street

Deadwood, SD 57732

(605) 578-2082

[leah@cityofdeadwood.com](mailto:leah@cityofdeadwood.com)

<image001.png>

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***Amber Ranek-Galbraith***  
***Owner -Broker Black Hills Premier***  
***Vacation Rentals, Real Estate, Property Management Services***  
***cell: 605-759-0332***  
***Office: 605-716-0411***  
***PO Box 564 Deadwood, SD 57732***

<image001.png>



OFFICE OF  
PLANNING, ZONING AND  
HISTORIC PRESERVATION  
108 Sherman Street  
Telephone (605) 578-2082  
Fax (605) 722-0786



**Kevin Kuchenbecker**  
Planning, Zoning and  
Historic Preservation Officer  
Telephone (605) 578-2082  
kevin@cityofdeadwood.com

---

## BOARD OF ADJUSTMENT CONDITIONAL USE PERMIT – SURRENDER

---

### Staff Report

**Date:** October 21, 2024  
**To:** Board of Adjustment  
**From:** Kevin Kuchenbecker  
Planning, Zoning & Historic Preservation Officer  
**RE:** Surrender of Conditional Use Permit – Bed and Breakfast

---

**OWNER(S):** Kenneth & Lee Steier  
**PURPOSE:** Surrender of Conditional Use Permit – Bed and Breakfast Establishment  
**ADDRESS:** 7 Spring Street  
Deadwood, Lawrence County, South Dakota  
**LEGAL DESCRIPTION:** Lots X, a replat of Lots 1, 2, and 3, Block 1, Miricks Addition and a portion of MS 735, located in the City of Deadwood, Lawrence County, South Dakota.  
**FILE STATUS:** Requested item(s) have been submitted.  
**ZONE:** R2 – Multi-Family Residential

**STAFF FINDINGS:**

---

Surrounding Zoning:	Surrounding Land Uses:
North: R2 – Multi-Family Residential	Residential
South: R2 – Multi-Family Residential	Residential
East: R2 – Multi-Family Residential	Residential
West: R2 – Multi-Family Residential	Residential

**SUMMARY OF REQUEST**

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The owner was issued a Conditional Use Permit on June 8, 2003, to operate a Bed and Breakfast establishment at 7 Spring Street.  
An annual review of the Conditional Use Permit was conducted by the Planning and Zoning Commission on June 19, 2024, with three (3) continued discussions on July 17, October 2, and October 16, 2024.

Conditional Use Permit Surrender – Bed & Breakfast Establishment  
7 Spring Street  
October 21, 2024

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## **STAFF DISCUSSION**

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The Conditional Use Permit was reviewed by the Planning and Zoning Commission on June 19, 2024. During that meeting, discussion with the Property Manager centered around a lack of compliance with both City Ordinance and the Conditional Use Permit that was issued for a Bed and Breakfast Establishment on June 8, 2003. Both ordinance and permit requirements state the property is to be operated as a Bed and Breakfast Establishment, however it has continually operated in the manner of a Vacation Home Establishment since its opening in 2003. During the meeting, twelve (12) conditions were recommended by the Planning and Zoning Commission to bring the establishment into compliance and to allow for the continued use of the Conditional Use Permit as a Bed and Breakfast Establishment. A continuance of the discussion was given to allow the property owners time to consider their options to come into future compliance.

On July 17, 2024, a continuance of the discussion by the Planning and Zoning Commission occurred with the owners present. It was recommended by the Planning and Zoning Commission that ten (10) conditions continue to be met to remain in compliance, and a plan for two (2) additional items were to be submitted to the Planning and Zoning Department no later than Monday, September 16, 2024, by the applicant or owner's agent. The two (2) items requested were as follows:

1. Obtain and maintain a Bed & Breakfast Lodging License from the South Dakota Department of Health (SDDOH) and provide a copy to the Planning and Zoning Office for their files. Surrendering the SDDOH Vacation Home Establishment license is a requirement.
2. The owner or the owner's agent is required to reside in the Bed and Breakfast Establishment or on contiguous property when guests are present. Submit a detailed plan showing how you intend to meet this requirement.

On September 12, 2024, an email was sent by the Property Manager (owner's agent) of 7 Spring Street to the Planning and Zoning Department notifying them that the owners intend to convert the property from a Short-Term to a Long-Term Rental property. Subsequently, the deadline of September 16, 2024, previously given to submit requested items to the Planning and Zoning Commission was missed.

On October 2, 2024, the discussion was continued by the Planning and Zoning Commission. It was determined the Conditional Use Permit for a Bed and Breakfast Establishment would be surrendered by the property owners with the intent of converting the property into a Long-Term Rental. A continuance of the discussion was given until October 16, 2024; the continuance being contingent

Conditional Use Permit Surrender – Bed & Breakfast Establishment  
7 Spring Street  
October 21, 2024

---

upon submission of a request to surrender the Conditional Use Permit by the property owners.

On October 10, 2024, an email was received by the property owners expressing their intent to surrender their Conditional Use Permit. On October 16, 2024, the Planning and Zoning Commission approved the surrender of the Conditional Use Permit.

**COMPLIANCE:**

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This Short-Term Rental has been in continual use over the last twenty-one (21) years. The original Conditional Use Permit was under the auspices of a Bed & Breakfast Establishment; however, they are currently licensed with the South Dakota Department of Health as a Vacation Home Establishment which is prohibited in R2 – Multi Family Residential zoning districts within the city limits. Additionally, the property has continued to be operated in the fashion of a Vacation Home Establishment despite repeated requests in the past from Planning and Zoning officials to come into compliance.

The conversion into a Long-Term Rental will bring the property into compliance with City Ordinances 17.28 and 17.53.030.

**CONDITIONS AND PROVISIONS:**

---

**Staff recommendation(s) for formal action:**

1. Termination of the Conditional Use Permit effective October 31, 2024. The property will be utilized as a Long-Term Rental beginning November 1, 2024.
2. City of Deadwood Business License to be cancelled effective October 31, 2024.
3. City water and sewer rates to be changed from commercial to residential effective November 1, 2024.

**ACTION REQUIRED FOR SURRENDER OF CONDITIONAL USE PERMIT:**

---

1. Approval/Denial by Deadwood Board of Adjustment (approved by the Planning and Zoning Commission on October 16, 2024).



3266 Oak Ridge Loop E  
West Fargo, ND 58078

October 15, 2024

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

RE: Lease with Option to Purchase Agreement No. 40005810

Dear Mr. Ruth:

Enclosed please find the following documentation for this lease:

- Invoice for Advance Payment
- Lease with Option to Purchase Agreement No. 40005810
- Exhibit A - Equipment Description
- Exhibit B - Rental Payments
- Exhibit C - Certificate of Acceptance
- Exhibit D - Resolution
- Insurance Coverage Information  
Please fill in the name and address of your insurance agent where indicated. It is important that you request a certificate of insurance be forwarded to our office just as soon as possible.
- Certificate of Incumbency
- 8038-G -- We will take care of filing this form with the IRS. Please sign both originals where indicated in **blue ink**.

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

Sincerely,  
CapFirst Equipment Finance, Inc.

A handwritten signature in black ink, appearing to be 'Andy Erickson', written in a cursive style.

Andy Erickson  
Vice President



3266 Oak Ridge Loop E  
West Fargo, ND 58078

Invoice#:

Invoice Date:

# INVOICE

Advance Payment

10/15/2024

**Remit To:**

**Invoice to:**

CapFirst Equipment Finance, Inc.  
3266 Oak Ridge Loop E  
West Fargo, ND 58078

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

LEASE#	AMOUNT
40005810	
First Advance Payment:	\$45,765.81
<b>Total Amount Due:</b>	<b>\$45,765.81</b>

LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40005810

Between

CapFirst Equipment Finance, Inc.

As Lessor

and

CITY OF DEADWOOD, SOUTH DAKOTA

As Lessee

Dated as of October 15, 2024

THIS LEASE WITH OPTION TO PURCHASE AGREEMENT dated as of 10/15/2024 (the Lease), by and between CapFirst Equipment Finance, Inc., a corporation duly organized and existing under the laws of the state of North Dakota as lessor (“Lessor”) whose address is 3266 Oak Ridge Loop E West Fargo, ND 58078; and City of Deadwood, South Dakota a political subdivision of the state of South Dakota as lessee (“Lessee”), whose address is 102 Sherman St, Deadwood, SD 57732;

WITNESSETH:

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

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

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

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

ARTICLE I

DEFINITIONS AND EXHIBITS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

State: The State of South Dakota.

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

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

Section 1.2. Exhibits.

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

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

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

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

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

## ARTICLE II

### REPRESENTATIONS, COVENANTS AND WARRANTIES

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

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

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

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



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

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

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

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

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

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

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

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

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

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

### ARTICLE III

#### LEASE OF EQUIPMENT

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

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

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

#### ARTICLE IV

##### TERM OF LEASE

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

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

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

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

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

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

#### ARTICLE V

##### RENTAL PAYMENTS

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

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

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

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

## ARTICLE VI

### INSURANCE AND NEGLIGENCE

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

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

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

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

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

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

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

## ARTICLE VII

### OTHER OBLIGATIONS OF LESSEE

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

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

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

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

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

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

## ARTICLE VIII

### TITLE

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

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

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

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

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

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

## ARTICLE IX

### WARRANTIES

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

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

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

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

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

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

## ARTICLE X

### OPTION TO PURCHASE

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

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

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

## ARTICLE XI

### ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

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

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

- (i) This Lease and the obligation of Lessee to make Rental Payments hereunder, shall remain obligations of Lessee.
- (ii) The sublessee shall assume the obligations of Lessee hereunder to the extent of the interest subleased.
- (iii) Lessee shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.

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

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

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

## ARTICLE XII

### EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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



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

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

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

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

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

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

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

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

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

### ARTICLE XIII

#### ADMINISTRATIVE PROVISIONS

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

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

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

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

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

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

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

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


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

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

**LESSOR:**  
**CAPFIRST EQUIPMENT FINANCE, INC.**

**LESSEE:**  
**City of Deadwood, South Dakota**

By: \_\_\_\_\_

By: \_\_\_\_\_ 

Title: \_\_\_\_\_

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

Date: 10/15/2024

Date: 10/15/2024

**ATTEST:**

By: \_\_\_\_\_ 

Name/Title: Jessica McKeown / Finance Officer

EXHIBIT A  
EQUIPMENT

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

Date of Lease: 10/15/2024  
Lease #: 40005810

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

Location Site: 102 Sherman St Deadwood, South Dakota 57732

QTY.	SERIAL NO.	DESCRIPTION
1	0EB301235	2024 Caterpillar 140-15AWD Motor Grader

Description of Financed Amount:

Cost of above Equipment	\$382,328.04
Cost of related charges:	
Transportation	
Physical Modifications (specify)	
Warranty	
Add: Sales or other tax, if applicable	
Less: Trade - In, if applicable	\$50,848.70
Down Payment	\$45,765.81
Net Financed Amount:	\$285,713.53

## EXHIBIT B

## SCHEDULE OF RENTAL PAYMENTS

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

Date of Lease: 10/15/2024  
 Lease #: 40005810  
 Annual Percentage Rate: 5.99%

**RENTAL PAYMENTS**

<b>Rental Payment Date</b>	<b>Rental Payment</b>	<b>Interest</b>	<b>Principal</b>	<b>Purchase Option Price*</b>
10/15/2025	\$45,765.81	\$17,114.23	\$28,651.58	\$265,259.00
10/15/2026	\$45,765.81	\$15,398.01	\$30,367.80	\$232,491.00
10/15/2027	\$45,765.81	\$13,578.98	\$32,186.83	\$198,117.00
10/15/2028	\$45,765.81	\$11,650.98	\$34,114.83	\$162,059.00
10/15/2029	\$170,000.00	\$9,607.51	\$160,392.49	\$0.00

\*After payment of Rental Payment due on such date.

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting Mayor of the City of Deadwood, South Dakota (Lessee); and, with respect to the Lease with Option to Purchase Agreement dated October 15, 2024 (Lease), by and between Lessee and CapFirst Equipment Finance, Inc. (Lessor), that:

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

2. The rental payments provided for on Exhibit B to the Lease (the Rental Payments) shall commence and be due and payable on 10/15/2024 and continue thereafter, on the dates and in the amounts shown on Exhibit B to the Lease.

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

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


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

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

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


Dated: October 15, 2024

City of Deadwood, South Dakota

By: \_\_\_\_\_ 

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

ATTEST:

By: \_\_\_\_\_ 

Name/Title: Jessica McKeown / Finance Officer

EXHIBIT D

RESOLUTION RELATING TO LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40005810

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

Section 1. Recitals and Authorization. The Issuer, as lessee, has heretofore entered into a Lease with Option to Purchase Agreement No. 40005810 dated as of 10/15/2024 (the Lease), with CapFirst Equipment Finance, Inc., as lessor. It is hereby determined that it is necessary and desirable and in the best interests of the Issuer to enter into the Lease for the purposes therein specified, and the execution and delivery of the Lease by the Issuer are hereby approved, ratified and confirmed.

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

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

City of Deadwood, South Dakota

By: \_\_\_\_\_ 

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

ATTEST:

By: \_\_\_\_\_ 

Name/Title: Jessica McKeown / Finance Officer

## INSURANCE COVERAGE REQUIREMENT


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

**INSURANCE AGENT DATA:**

NAME OF INSURANCE AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_



**Named Insured / Lessee:** City of Deadwood, South Dakota

**Lease with Option to Purchase Agreement No.:** 40005810

**Coverage:**  
All Risk Personal Property and/or  
EDP, if applicable

**Certificate Holders:**  
Loss Payee(s) As Their Interests  
May Appear:

CapFirst Equipment Finance, Inc., and/or its assigns  
3266 Oak Ridge Loop E  
West Fargo, ND 58078

**Coverage:**  
General Liability

**Certificate Holders:**  
Additional Insured:

CapFirst Equipment Finance, Inc., and/or its assigns  
3266 Oak Ridge Loop E  
West Fargo, ND 58078

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


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




**CERTIFICATE OF INCUMBENCY**

**LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40005810  
DATED AS OF 10/15/2024**

I, Jessica McKeown, do hereby certify that I am the duly elected or appointed and acting Finance Officer of the City of Deadwood, South Dakota (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of South Dakota and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

Print Name	Title	Sample Signature
<u>David R. Ruth, Jr.</u>	<u>Mayor</u>	
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto on 10/15/2024.

Signature 

Jessica McKeown / Finance Officer

Print Name / Title

(SEAL)

Form **8038-G**

**Information Return for Tax-Exempt Governmental Bonds**

(Rev. October 2021)

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

OMB No. 1545-0047

Department of the Treasury  
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

▶ Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

<b>Part I Reporting Authority</b>		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name City of Deadwood, South Dakota		2 Issuer's employer identification number (EIN) 46-6000091
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Jessica McKeown / Finance Officer		3b Telephone number of other person shown on 3a (605) 578-2600
4 Number and street (or P.O. box if mail is not delivered to street address) 102 Sherman St	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Deadwood, SD 57732		7 Date of issue 10/15/2024
8 Name of issue Lease Purchase Agreement 40005808		9 CUSIP number N/A
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Jessica McKeown / Finance Officer		10b Telephone number of officer or other employee shown on 10a (605) 578-2600

**Part II Type of Issue (Enter the issue price.)** See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ▶ Lease Purchase Agreement 40005810	18	331,479.34
19a If bonds are TANs or RANs, check only box 19a		<input type="checkbox"/>
b If bonds are BANs, check only box 19b		<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box		<input type="checkbox"/>

**Part III Description of Bonds.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/15/2029	\$ 331,479.34	\$ N/A	5 years	5.99 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest	22	N/A
23 Issue price of entire issue (enter amount from line 21, column (b))	23	331,479.34
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	N/A
25 Proceeds used for credit enhancement	25	N/A
26 Proceeds allocated to reasonably required reserve or replacement fund	26	N/A
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	N/A
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	N/A
29 Total (add lines 24 through 28)	29	N/A
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	N/A

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	▶	N/A	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	▶	N/A	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	▶	N/A	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	▶	N/A	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

**Part VI Miscellaneous**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	N/A
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .	<b>36a</b>	N/A
<b>b</b>	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____ N/A		
<b>c</b>	Enter the name of the GIC provider ▶ N/A _____		
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	N/A
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
<b>b</b>	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____ N/A		
<b>c</b>	Enter the EIN of the issuer of the master pool bond ▶ _____ N/A		
<b>d</b>	Enter the name of the issuer of the master pool bond ▶ N/A _____		
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . .	<input type="checkbox"/>	
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .	<input type="checkbox"/>	
<b>41a</b>	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
<b>b</b>	Name of hedge provider ▶ N/A _____		
<b>c</b>	Type of hedge ▶ N/A _____		
<b>d</b>	Term of hedge ▶ N/A _____		
<b>42</b>	If the issuer has superintegrated the hedge, check box . . . . .	<input type="checkbox"/>	
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . .	<input type="checkbox"/>	
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .	<input type="checkbox"/>	
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____ N/A		
<b>b</b>	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____ N/A		

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

Form **8038-G**

**Information Return for Tax-Exempt Governmental Bonds**

(Rev. October 2021)

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

OMB No. 1545-0047

Department of the Treasury  
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

▶ Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

<b>Part I Reporting Authority</b>		Check box if Amended Return <input type="checkbox"/>
1 Issuer's name City of Deadwood, South Dakota		2 Issuer's employer identification number (EIN) 46-6000091
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Jessica McKeown / Finance Officer		3b Telephone number of other person shown on 3a (605) 578-2600
4 Number and street (or P.O. box if mail is not delivered to street address) 102 Sherman St	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Deadwood, SD 57732		7 Date of issue 10/15/2024
8 Name of issue Lease Purchase Agreement 40005808		9 CUSIP number N/A
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Jessica McKeown / Finance Officer		10b Telephone number of officer or other employee shown on 10a (605) 578-2600

**Part II Type of Issue (Enter the issue price.)** See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ▶ Lease Purchase Agreement 40005810	18	331,479.34
19a If bonds are TANs or RANs, check only box 19a		<input type="checkbox"/>
b If bonds are BANs, check only box 19b		<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box		<input type="checkbox"/>

**Part III Description of Bonds.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/15/2029	\$ 331,479.34	\$ N/A	5 years	5.99 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22 Proceeds used for accrued interest	22	N/A
23 Issue price of entire issue (enter amount from line 21, column (b))	23	331,479.34
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	N/A
25 Proceeds used for credit enhancement	25	N/A
26 Proceeds allocated to reasonably required reserve or replacement fund	26	N/A
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	N/A
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	N/A
29 Total (add lines 24 through 28)	29	N/A
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	N/A

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	▶	N/A	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	▶	N/A	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	▶	N/A	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	▶	N/A	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

**Part VI Miscellaneous**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	N/A
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .	<b>36a</b>	N/A
<b>b</b>	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____ N/A		
<b>c</b>	Enter the name of the GIC provider ▶ N/A _____		
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	N/A
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
<b>b</b>	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____ N/A		
<b>c</b>	Enter the EIN of the issuer of the master pool bond ▶ _____ N/A		
<b>d</b>	Enter the name of the issuer of the master pool bond ▶ N/A _____		
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . .	<input type="checkbox"/>	
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .	<input type="checkbox"/>	
<b>41a</b>	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
<b>b</b>	Name of hedge provider ▶ N/A _____		
<b>c</b>	Type of hedge ▶ N/A _____		
<b>d</b>	Term of hedge ▶ N/A _____		
<b>42</b>	If the issuer has superintegrated the hedge, check box . . . . .	<input type="checkbox"/>	
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . .	<input type="checkbox"/>	
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .	<input type="checkbox"/>	
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . .		N/A
<b>b</b>	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____ N/A		

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative: \_\_\_\_\_ Date: \_\_\_\_\_

David Ruth Jr. / Mayor  
Type or print name and title

<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Firm's name ▶	Firm's EIN ▶			
	Firm's address ▶	Phone no.			



3266 Oak Ridge Loop E  
West Fargo, ND 58078

October 15, 2024

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

RE: Lease with Option to Purchase Agreement No. 40005808

Dear Mr. Ruth:

Enclosed please find the following documentation for this lease:

- Lease with Option to Purchase Agreement No. 40005808
- Exhibit A - Equipment Description
- Exhibit B - Rental Payments
- Exhibit C - Certificate of Acceptance
- Exhibit D - Resolution
- Insurance Coverage Information  
Please fill in the name and address of your insurance agent where indicated. It is important that you request a certificate of insurance be forwarded to our office just as soon as possible.
- Certificate of Incumbency
- 8038-G -- We will take care of filing this form with the IRS. Please sign both originals where indicated in **blue ink**.

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

Sincerely,  
CapFirst Equipment Finance, Inc.

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

Andy Erickson  
Vice President

LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40005808

Between

CapFirst Equipment Finance, Inc.

As Lessor

and

CITY OF DEADWOOD, SOUTH DAKOTA

As Lessee

Dated as of October 15, 2024

THIS LEASE WITH OPTION TO PURCHASE AGREEMENT dated as of 10/15/2024 (the Lease), by and between CapFirst Equipment Finance, Inc., a corporation duly organized and existing under the laws of the state of North Dakota as lessor (“Lessor”) whose address is 3266 Oak Ridge Loop E West Fargo, ND 58078; and City of Deadwood, South Dakota a political subdivision of the state of South Dakota as lessee (“Lessee”), whose address is 102 Sherman St, Deadwood, SD 57732;

WITNESSETH:

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

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

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

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

ARTICLE I

DEFINITIONS AND EXHIBITS

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

State: The State of South Dakota.

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

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

Section 1.2. Exhibits.

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

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

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

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

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

## ARTICLE II

### REPRESENTATIONS, COVENANTS AND WARRANTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE III

#### LEASE OF EQUIPMENT

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

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

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

#### ARTICLE IV

##### TERM OF LEASE

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

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

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

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

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

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

#### ARTICLE V

##### RENTAL PAYMENTS

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

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

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

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

## ARTICLE VI

### INSURANCE AND NEGLIGENCE

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

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

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

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

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

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

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

## ARTICLE VII

### OTHER OBLIGATIONS OF LESSEE

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

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

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

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

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

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

## ARTICLE VIII

### TITLE

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

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

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

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

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

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

## ARTICLE IX

### WARRANTIES

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

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

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

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

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

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

## ARTICLE X

### OPTION TO PURCHASE

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

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

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

## ARTICLE XI

### ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

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

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

- (i) This Lease and the obligation of Lessee to make Rental Payments hereunder, shall remain obligations of Lessee.
- (ii) The sublessee shall assume the obligations of Lessee hereunder to the extent of the interest subleased.
- (iii) Lessee shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.



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

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

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

## ARTICLE XII

### EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### ARTICLE XIII

#### ADMINISTRATIVE PROVISIONS

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

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

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

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

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

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

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

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


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

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

**LESSOR:**  
**CAPFIRST EQUIPMENT FINANCE, INC.**

**LESSEE:**  
**City of Deadwood, South Dakota**

By: \_\_\_\_\_

By: \_\_\_\_\_ 

Title: \_\_\_\_\_

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

Date: 10/15/2024

Date: 10/15/2024

**ATTEST:**

By: \_\_\_\_\_ 

Name/Title: Jessica McKeown / Finance Officer

EXHIBIT A  
EQUIPMENT

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

Date of Lease: 10/15/2024  
Lease #: 40005808

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

Location Site: 102 Sherman St Deadwood, South Dakota 57732

QTY.	SERIAL NO.	DESCRIPTION
1	0EB300893	2023 Caterpillar 140-15AWD Motor Grader

Description of Financed Amount:

Cost of above Equipment	\$359,321.44
Cost of related charges:	
Transportation	
Physical Modifications (specify)	
Warranty	
Add: Sales or other tax, if applicable	
Less: Trade - In, if applicable	\$48,094.90
Down Payment	
Net Financed Amount:	\$311,226.54

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

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

Date of Lease: 10/15/2024  
Lease #: 40005808  
Annual Percentage Rate: 5.99%

**RENTAL PAYMENTS**

<b>Rental Payment Date</b>	<b>Rental Payment</b>	<b>Interest</b>	<b>Principal</b>	<b>Purchase Option Price*</b>
10/15/2025	\$53,126.97	\$18,642.47	\$34,484.50	\$285,343.00
10/15/2026	\$53,126.97	\$16,576.85	\$36,550.12	\$246,198.00
10/15/2027	\$53,126.97	\$14,387.50	\$38,739.47	\$205,134.00
10/15/2028	\$53,126.97	\$12,067.01	\$41,059.96	\$162,059.00
10/15/2029	\$170,000.00	\$9,607.51	\$160,392.49	\$0.00

\*After payment of Rental Payment due on such date.

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting Mayor of the City of Deadwood, South Dakota (Lessee); and, with respect to the Lease with Option to Purchase Agreement dated October 15, 2024 (Lease), by and between Lessee and CapFirst Equipment Finance, Inc. (Lessor), that:

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

2. The rental payments provided for on Exhibit B to the Lease (the Rental Payments) shall commence and be due and payable on 10/15/2025 and continue thereafter, on the dates and in the amounts shown on Exhibit B to the Lease.

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

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


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

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

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


Dated: October 15, 2024

City of Deadwood, South Dakota

By: \_\_\_\_\_ 

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

ATTEST:

By: \_\_\_\_\_ 

Name/Title: Jessica McKeown / Finance Officer

EXHIBIT D

RESOLUTION RELATING TO LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40005808


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

Section 1. Recitals and Authorization. The Issuer, as lessee, has heretofore entered into a Lease with Option to Purchase Agreement No. 40005808 dated as of 10/15/2024 (the Lease), with CapFirst Equipment Finance, Inc., as lessor. It is hereby determined that it is necessary and desirable and in the best interests of the Issuer to enter into the Lease for the purposes therein specified, and the execution and delivery of the Lease by the Issuer are hereby approved, ratified and confirmed.

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


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

City of Deadwood, South Dakota

By: \_\_\_\_\_ 

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

ATTEST:

By: \_\_\_\_\_ 

Name/Title: Jessica McKeown / Finance Officer



### INSURANCE COVERAGE REQUIREMENT


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

**INSURANCE AGENT DATA:**

NAME OF INSURANCE AGENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_



**Named Insured / Lessee:** City of Deadwood, South Dakota

**Lease with Option to Purchase Agreement No.:** 40005808

**Coverage:**  
All Risk Personal Property and/or  
EDP, if applicable

**Certificate Holders:**  
Loss Payee(s) As Their Interests  
May Appear:

CapFirst Equipment Finance, Inc., and/or its assigns  
3266 Oak Ridge Loop E  
West Fargo, ND 58078

**Coverage:**  
General Liability

**Certificate Holders:**  
Additional Insured:

CapFirst Equipment Finance, Inc., and/or its assigns  
3266 Oak Ridge Loop E  
West Fargo, ND 58078


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

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


**CERTIFICATE OF INCUMBENCY**

**LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40005808  
DATED AS OF 10/15/2024**

I, Jessica McKeown, do hereby certify that I am the duly elected or appointed and acting Finance Officer of the City of Deadwood, South Dakota (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of South Dakota and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

Print Name	Title	Sample Signature
<u>David R. Ruth, Jr.</u>	<u>Mayor</u>	
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto on 10/15/2024.

Signature 

Jessica McKeown / Finance Officer

Print Name / Title

(SEAL)

Form **8038-G**

**Information Return for Tax-Exempt Governmental Bonds**

(Rev. October 2021)

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

OMB No. 1545-0047

Department of the Treasury  
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

▶ Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

<b>Part I Reporting Authority</b>		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name City of Deadwood, South Dakota		2 Issuer's employer identification number (EIN) 46-6000091	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Jessica McKeown / Finance Officer		3b Telephone number of other person shown on 3a (605) 578-2600	
4 Number and street (or P.O. box if mail is not delivered to street address) 102 Sherman St		Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Deadwood, SD 57732		7 Date of issue 10/15/2024	
8 Name of issue Lease Purchase Agreement 40005808		9 CUSIP number N/A	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Jessica McKeown / Finance Officer		10b Telephone number of officer or other employee shown on 10a (605) 578-2600	

**Part II Type of Issue (Enter the issue price.)** See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶ Lease Purchase Agreement 40005808	18	311,226.54
19a	If bonds are TANs or RANs, check only box 19a		<input type="checkbox"/>
b	If bonds are BANs, check only box 19b		<input type="checkbox"/>
20	If bonds are in the form of a lease or installment sale, check box		<input type="checkbox"/>

**Part III Description of Bonds.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/15/2029	\$ 311,226.54	\$ N/A	5 years	5.99 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22	Proceeds used for accrued interest	22	N/A
23	Issue price of entire issue (enter amount from line 21, column (b))	23	311,226.54
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	N/A
25	Proceeds used for credit enhancement	25	N/A
26	Proceeds allocated to reasonably required reserve or replacement fund	26	N/A
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	N/A
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	N/A
29	Total (add lines 24 through 28)	29	N/A
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	N/A

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	▶	N/A	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	▶	N/A	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	▶	N/A	
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	▶	N/A	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

**Part VI Miscellaneous**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	N/A
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .	<b>36a</b>	N/A
<b>b</b>	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____ N/A		
<b>c</b>	Enter the name of the GIC provider ▶ N/A _____		
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	N/A
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
<b>b</b>	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____ N/A		
<b>c</b>	Enter the EIN of the issuer of the master pool bond ▶ _____ N/A		
<b>d</b>	Enter the name of the issuer of the master pool bond ▶ N/A _____		
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . .		<input type="checkbox"/>
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .		<input type="checkbox"/>
<b>41a</b>	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
<b>b</b>	Name of hedge provider ▶ N/A _____		
<b>c</b>	Type of hedge ▶ N/A _____		
<b>d</b>	Term of hedge ▶ N/A _____		
<b>42</b>	If the issuer has superintegrated the hedge, check box . . . . .		<input type="checkbox"/>
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . .		<input type="checkbox"/>
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .		<input type="checkbox"/>
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____ N/A		
<b>b</b>	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____ N/A		

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

Form **8038-G**

**Information Return for Tax-Exempt Governmental Bonds**

(Rev. October 2021)

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

OMB No. 1545-0047

Department of the Treasury  
Internal Revenue Service

**Caution:** If the issue price is under \$100,000, use Form 8038-GC.

▶ Go to [www.irs.gov/F8038G](http://www.irs.gov/F8038G) for instructions and the latest information.

<b>Part I Reporting Authority</b>		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name City of Deadwood, South Dakota		2 Issuer's employer identification number (EIN) 46-6000091	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Jessica McKeown / Finance Officer		3b Telephone number of other person shown on 3a (605) 578-2600	
4 Number and street (or P.O. box if mail is not delivered to street address) 102 Sherman St		Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Deadwood, SD 57732		7 Date of issue 10/15/2024	
8 Name of issue Lease Purchase Agreement 40005808		9 CUSIP number N/A	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Jessica McKeown / Finance Officer		10b Telephone number of officer or other employee shown on 10a (605) 578-2600	

**Part II Type of Issue (Enter the issue price.)** See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶ Lease Purchase Agreement 40005808	18	311,226.54
19a	If bonds are TANs or RANs, check only box 19a		<input type="checkbox"/>
b	If bonds are BANs, check only box 19b		<input type="checkbox"/>
20	If bonds are in the form of a lease or installment sale, check box		<input type="checkbox"/>

**Part III Description of Bonds.** Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/15/2029	\$ 311,226.54	\$ N/A	5 years	5.99 %

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

22	Proceeds used for accrued interest	22	N/A
23	Issue price of entire issue (enter amount from line 21, column (b))	23	311,226.54
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	N/A
25	Proceeds used for credit enhancement	25	N/A
26	Proceeds allocated to reasonably required reserve or replacement fund	26	N/A
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	N/A
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	N/A
29	Total (add lines 24 through 28)	29	N/A
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	N/A

**Part V Description of Refunded Bonds.** Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	▶	N/A	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded	▶	N/A	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	▶	N/A	
34	Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	▶	N/A	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 10-2021)

**Part VI Miscellaneous**

<b>35</b>	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .	<b>35</b>	N/A
<b>36a</b>	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . .	<b>36a</b>	N/A
<b>b</b>	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____ N/A		
<b>c</b>	Enter the name of the GIC provider ▶ N/A _____		
<b>37</b>	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .	<b>37</b>	N/A
<b>38a</b>	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
<b>b</b>	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____ N/A		
<b>c</b>	Enter the EIN of the issuer of the master pool bond ▶ _____ N/A		
<b>d</b>	Enter the name of the issuer of the master pool bond ▶ N/A _____		
<b>39</b>	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . .		<input type="checkbox"/>
<b>40</b>	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .		<input type="checkbox"/>
<b>41a</b>	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
<b>b</b>	Name of hedge provider ▶ N/A _____		
<b>c</b>	Type of hedge ▶ N/A _____		
<b>d</b>	Term of hedge ▶ N/A _____		
<b>42</b>	If the issuer has superintegrated the hedge, check box . . . . .		<input type="checkbox"/>
<b>43</b>	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . .		<input type="checkbox"/>
<b>44</b>	If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .		<input type="checkbox"/>
<b>45a</b>	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____ N/A		
<b>b</b>	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____ N/A		

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