



City Commission Regular Meeting Agenda

Tuesday, January 18, 2022 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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 January 3, 2022 City Commission minutes

4. **Approve Bills**

[a.](#) Approval of Bill List for January 18, 2022

5. **Items from Citizens on Agenda**

6. **Consent Agenda**

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

[a.](#) Renew software maintenance with ESRI for \$16,600.00 and allow Mayor to sign. Cost will be shared between departments using the software.

[b.](#) Add Jackso Grangaard and Brandon Wallin and remove Pat Eastman, Cassidy LeMons and Toby Edstrom from the Volunteer Fire Department roster for workers compensation purposes effective January 4, 2022

[c.](#) Enter into contract with Donald Toms for the 2022 Ledger Indexing Project in the amount of \$8,000.00 to be paid through the 2022 HP Archives budget.

[d.](#) Enter into contract with Jaci Conrad Pearson to conduct the 2022 Oral History Projects at cost of \$6,750.00 to be paid from the 2022 HP Archives Budget.

[e.](#) Request from Days of 76 and Deadwood History, Inc. for financial support in the amount of \$4,000.00 to maintain and repair various carriage in the collection. (To be paid from HP Public Education line item).

[f.](#) Permission for Mayor to sign contract with Robert Warren in the amount not to exceed \$1,500.00 for the Specimen Analysis of mollusks and shells recovered

during the Chinatown archaeological investigations to be paid from the 2022 HP Archaeology Budget.

- g. Permission for the Mayor to sign contract with Benjamin Shreves in the amount not to exceed \$1,500.00 for the Floral Analysis of specimens recovered during the 40 Taylor Avenue archaeological investigations to be paid from the 2022 HP Archaeology Budget.
- h. Accept resignation of Tom Kruzel, Transportation & Facilities Director, effective January 13, 2022
- i. Permission to promote Kathy McKillip to Library Assistant I at \$14.42 per hour effective January 23, 2022.
- j. Permission to increase wage of Maintenance Technician Troy Jassman from \$22.41 per hour to \$23.59 per hour effective January 22, 2022 after completing two years of service. (This is 100% of prevailing wage)
- k. Permission to grant Marie Vansickle up to 80 additional hours from the sick bank.
- l. Permission to allow Ken Mertens to extend 40 hours of vacation time thru Feb 28, 2022.
- m. Permission to advertise in-house for 5 days and then in official newspaper for two full time patrol officer positions. (\$25.79 per hour for Certified and \$23.22 for Non-Certified)
- n. Permission to pay Invoice #S00122048 in the amount of \$4,713.06 to SD Dept of Transportation for share costs in connection with Project NH014A(15)41 04FA - US14A - Fm Railroad Ave to E of the Jct. of US85 in Deadwood. 2019 SDDOT and City of Deadwood Combined Bid Letting Project completed in 2021.
- o. Permission to close out Outlaw Square Fund (0517) in City's accounting system. (Bond payments are paid from Historic Preservation.)
- p. Permission to purchase 5,500 gallons of fuel at \$2.78 per gallon from Southside Oil to be paid out of the Streets Supply budget
- q. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Lawrence and Charlotte Lesmeister
- r. Permission to pay Gardner Construction, LLC for hauling 10 loads (142.23 ton) of base for repair/improvements to a City retaining wall holding up the street on Spring Street in the amount of \$2,583.44 to be paid from the 2021 HP Capital Assets Retaining Wall.
- s. Permission to pay Menards for an Ideal garage door for the Days of '76 crows nest project in the amount of \$3,907.98 to be paid from the 2021 HP Capital Assets rodeo grounds line item.
- t. Permission for Mayor to sign proposal from Ferber Engineer to complete surveying services related to Miller Street Parking Garage, amount not to exceed \$15,000.00. (2022 budgeted item recommended by Parking and Transportation on January 30, 2021.)

- u. Acknowledge receipt of letter from Deadwood Tobacco Company and approve the relocation of their business to Masonic Center.

7. **Bid Items**

8. **Public Hearings**

9. **Old Business**

10. **New Business**

- a. Second Reading Ordinance #1348 Amending Ordinance #1328 Creating Zoning Regulations for Cannabis Establishments.
- b. Second Reading Ordinance #1349 Amending Chapter 5.56 the the Revised Ordinances for Creating Licensing Provisions for Medical Cannabis Establishments Including Dispensaries, Cultivation, Product Manufacturing and Testing Facilities.
- c. First Reading of Ordinance #1350 Amending Chapter 15.01 International Building Code
- d. Permission to allow Mayor to sign Development Agreement for The Ridge (TRD LLC) for Tax Increment District #14.
- e. Permission to purchase one eight foot service body and one aluminum lift gate from Custom Truck Equipment in the amount of \$11,295.00 to be installed by city staff on the 2017 Public Buildings pickup. (To be paid by Water Dept. equipment budget.)
- f. Permission to make application with the South Dakota Department of Agricultural and Natural Resources to amend the Restricted Use Site Permit for the Tri-City Rubble Site to change the boundary of the current rubble site to allow for an auto salvage yard on public property. All expenses incurred to amend the permit shall be paid by Adams Salvage and Recycling LLC.
- g. Denver Avenue Retaining Wall Change Order #1 with CAI2 to reduce contract amount by \$8,100.00 and extend completion date to May 30, 2022.
- h. Permission for Mayor to sign Master Service Agreement with Golden West Technology for managed IT services, security and upgraded storage. (Approved in 2022 IT budget contracted services line item.)

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

- a. Petitions may be taken out and circulation may begin on January 28, 2022 for Mayor, a 3-year term. Petitions must be returned no later than February 25, 2022 at 5:00 p.m.

12. **Executive Session**

- a. Executive Session for Personnel Matters per SDCL 1-25-2 (1) with possible action. Executive Session for Legal Matters per SDCL 1-25-2(3) with 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 practice the CDC's social distancing recommendations.
Please be considerate of others and if you no longer have business activities during the
meeting, do not feel obligated to remain.*

REGULAR MEETING, JANAURY 3, 2022

The Regular Session of the Deadwood City Commission convened on Monday, January 3, 2022 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners Michael Johnson, Sharon Martinisko, Charlie Struble and Gary Todd. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Struble moved, Todd seconded to approve the minutes of December 20, 2021. Roll Call: Aye-All. Motion carried.

APPROVAL OF DISBURSEMENTS

Martinisko moved, Johnson seconded to approve the January 3, 2022 disbursements as corrected. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	522.44
A & B WELDING	SERVICE	103.87
A & I DISTRIBUTORS	SUPPLIES	610.40
ACE HARDWARE	SUPPLIES	62.99
ADAMS SALVAGE RECYCLING	INSURANCE REIMBURSEMENT	4,241.76
ALPINE IMPRESSIONS	SERVICE	1,814.00
ALSCO	SUPPLIES	1,505.60
AMAZON CAPITAL	SUPPLIES	1,541.27
AMERICAN ENGINEERING	SERVICE	1,249.00
ASERMELY, MISTY	PROJECT	10,000.00
BARCO PRODUCTS	SUPPLIES	2,202.75
BH CHEMICAL	SUPPLIES	144.25
BH SECURITY	SERVICE	2,778.94
BLACKSTRAP	SUPPLIES	4,312.10
BLAIR, LINDA	REIMBURSEMENT	48.04
BOMGAARS	SUPPLIES	1,142.86
BOND, MELANIE	REIMBURSEMENT	358.42
BUTLER MACHINERY	SERVICE	420.00
CAPFIRST EQUIPMENT FINANCE	PAYMENT	24,333.76
CARROT-TOP INDUSTRIES	SUPPLIES	286.81
CONRADs SIGNS	SERVICE	195.00
CRAMER MARKETING	SUPPLIES	122.86
CREATIVE PRODUCT SOURCING	SUPPLIES	957.18
DAKOTA KUSTOM COATINGS	PROJECT	1,090.00
DEADWOOD CHAMBER	BILL LIST	102,295.44
DVFD	REIMBURSEMENT	21.24
DEADWOOD HISTORY	BANNER	360.31
DOCUTEK	PROJECT	2,394.10
ENERSPECT MEDICAL SOLUTION	SUPPLIES	77.43
ENTERPRISE HOLDINGS	REFUND	100.00
FIRST NET	SERVICE	160.16
GLOVER, SANDY	REIMBURSEMENT	39.82
GOLDEN WEST	SERVICE	7,495.08
GRAPHIC ENTERPRISES	SERVICE	1,226.64
GRIMM'S PUMP	SUPPLIES	28.00
GTI COMPANIES	PROJECT	25,408.55
HAWKINS	SUPPLIES	1,029.45
HOMETOWN MANUFACTURING	SUPPLIES	732.20
HUNTINGTON	TROLLEYS	9,400.86
IPS GROUP	SUPPLIES	36,112.57
IWORQ	SERVICE	6,250.00
JACOBS WELDING	SERVICE	5.56
JANKE AND SONS TRUCKING	PROJECT	640.54
JOHNSON, MICHAEL	PROJECT	41,439.98
KNECHT	GRANTS	58.36
KUBOTA LEASING	LEASE	1,504.00
L.L. BEAN	SUPPLIES	867.87
LAKOTA CONTRACTING	UNIFORMS	47.95
LAWRENCE CO. REGISTER	SERVICE	90.00
MACQUEEN EMERGENCY	SERVICE	2,277.03
MCPHEETERS, AARON	REIMBURSEMENT	72.93
MENARD'S	SUPPLIES	1,917.09
METERING & TECHNOLOGY	SUPPLIES	464.81
MICROMARKETING	SUPPLIES	216.27
MID-AMERICAN RESEARCH	SUPPLIES	646.25
MIDWEST TAPE	SUPPLIES	81.22
MDU	SERVICE	13,875.95
MOUNTAIN PLAINS LIBRARY	MEMBERSHIP	65.00
MS MAIL	SERVICE	120.00
MUTUAL OF OMAHA	INSURANCE	317.28
NORTHERN HILLS HOMES	SUPPLIES	6,986.76
NORTHWEST PIPE FITTINGS	SUPPLIES	135.64
PAPOUSEK, SONYA	REIMBURSEMENT	73.00
PEARSON, JACI	PROJECT	675.00
PITNEY BOWES	POSTAGE	300.00
QUIK SIGNS	SERVICE	513.00
QUILL	SUPPLIES	277.83
RAMKOTA HOTEL	LODGING	770.00
RCS CONSTRUCTION	PROJECT	11,200.50
RECREATION SUPPLY	SUPPLIES	819.83
SCOTT PETERSON MOTORS	SUPPLIES	57.12
SD DEPT. OF CORRECTIONS	FIREWISE	541.43

REGULAR MEETING, JANUARY 3, 2022

SD FIREFIGHTERS ASSN.	MEMBERSHIP	525.00
SD PUBLIC ASSURANCE ALLIANCE	INSURANCE	1,647.81
SD PUBLIC HEALTH LAB	TESTING	30.00
SIOUXLAND HERITAGE MUSEUMS	PROJECT	4,438.52
SPEARFISH AUTO SUPPLY	SUPPLIES	312.93
THE LORD'S CUPBOARD	RECYCLING	72.67
TRAFFIC LOGIX CORP	PROJECT	3,044.00
TUSHA, DEONNE	REIMBURSEMENT	204.00
TWIN CITY CONSTRUCTION	PROJECT	4,890.00
TWIN CITY HARDWARE	SUPPLIES	3,108.21
ULINE	PROJECT	1,571.82
USA BLUEBOOK	SUPPLIES	37.50
VAST	SERVICE	3,701.08
VERIZON	SERVICE	689.46
WELLMARK	INSURANCE	58,952.33
		Total \$423,459.68

ITEMS FROM CITIZENS ON AGENDA

Donations

Finance Officer McKeown stated letters to request funding from parking donations collected from November 24 through December 26, 2021 must be received by noon on Wednesday, January 26, 2022.

CONSENT

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

- A. Set Election Day; April 12, 2022
- B. Renew contract with Neighborworks - Dakota Home Resources for administering the Historic Preservation Revolving Loan and Grant Fund (for 2022 calendar year) at a cost not to exceed \$60,000.00.
- C. Acknowledge cost increase in the amount of \$1,900.00 for roofing project at 824 Main Street for unforeseen conditions increasing the total cost to \$12,890.00 with Twin City Construction. (Paid by HP with lien on property)
- D. Approve the following official depositories for the City of Deadwood per SDCL 9-22-6: Wells Fargo Bank, Deadwood SD; First National Bank, Lead SD; First Interstate Bank, Deadwood SD for 2022 calendar year.
- E. Permission to pay BlackStrap invoices in the amounts of \$4,446.95 and \$3,988.15 for road salt. (To be paid out of streets supplies budget.)
- F. Permission to allow four instructors to attend the annual Fire Service Instructor's Conference in Pierre, S.D. on Jan. 7-9, 2022, with total expenditures not to exceed \$1,500 using State Guidelines for reimbursements. (To be paid from Fire Dept. training budget.)
- G. Permission for Mayor to sign revised Intergovernmental Contact (IGC) with South Dakota Public Assurance Alliance.
- H. Approve Resolution 2022-01 to Establish Wages for 2022

RESOLUTION NO: 2022-01

CITY OF DEADWOOD EMPLOYEE WAGES FOR THE YEAR 2022

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood hereby approves the following wages for City of Deadwood employees for the year 2022 and shall be paid bi-weekly: Randy Adler, \$27.09 per hour; Bonny Anfinson, \$22.74 per hour; Ken Batka, \$23.22 per hour; Reece Beck, \$14.26 per hour; Dylan Bell, \$25.79 per hour; William Binder, \$21.62 per hour; Kathryn Bogner, \$19.21 per hour; Anthony Bradley, \$29.71 per hour; Daniel Bridenstine, \$24.14 per hour; Patricia Brown, \$53,045.00 per year; Dane Burghduff, \$13.27 per hour; William Burleson, \$28.29 per hour; Anna Campbell, \$13.27 per hour; Hannah Campbell, \$13.27 per hour; Kasey Campbell, \$23.28 per hour; Deam Carollo, \$16.40 per hour; Karla Dower, \$15.01 per hour; Donald Doyen, \$14.26 per hour; Rodney Fischer, \$15.01 per hour; Barbara Fosheim, \$13.27 per hour; Jennelea Fowls, \$13.27 per hour; Tyliissa Geffre, \$13.27 per hour; Sandra Glover, \$13.27 per hour; Andrew Goodwin, \$13.27 per hour; Samantha Hamann, \$13.27 per hour; Kenneth Hawki, \$31.36 per hour; Mark Heltzel, \$23.22 per hour; Steven Henderson, \$22.41 per hour; Branden Hester, \$23.22 per hour; Tyler Huber, \$13.27 per hour; Erik Jandt, \$25.79 per hour; Rachel Janssen, \$13.27 per hour; Troy Jassman, \$22.41 per hour; Matthew Johnson, \$20.27 per hour; Michael Johnson, \$6,500.00 per year; Michael Kitzmiller, \$15.01 per hour; Tom Kruzel, \$78,608.32 per year; Kevin Kuchenbecker, \$85,176.09 per year;

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Andrew Larive \$26.18 per hour; Frank Lawton, \$15.01 per hour; James Lee, \$24.36 per hour; Victor Leveque, Jr., \$23.22 per hour; Don Luckie, \$15.01 per hr.; Kay Luther, \$23.22 per hour; Justin Lux, \$27.83 per hour; Doug Magnuson, \$15.01 per hr.; Dale Marlow, \$15.01 and \$17.01 per hour; Sharon Martinisko, \$6,500.00 per year; Rhonda McGrath, \$21.55 per hour; Jessica McKeown, \$84,003.39 per year; Kathy McKillip, \$13.27 per hour; Aaron McPheeters, \$25.79 per hour; Adriane Melcher, \$13.27 per hour; Kenneth Mertens, \$84,872.00 per year; Trent Mohr, \$27.68 per hour; Allison Mollman, \$13.27 per hour; Bradley Morgan, \$13.27 per hour; Ronda Morrison, \$28.42 per hour; Casey Nelson, \$21.23 and \$16.40 per hour; Robert Nelson, Jr., \$82,644.11 per year; Debra Oban, \$15.01 per hour; Randall Oldfield, \$15.01 per hour; Aaron Olinger, \$13.27 per hour; James Olson, \$26.97 per hour; Sonya Papousek, \$25.79 per hour; Brock Pentheny, \$13.27 per hour; Janice Peppmeier, \$24.41 per hour; Cory Percy, \$23.59 per hour; Randy Pfarr, \$28.02 per hour; James Phillips, \$13.27 per hour; Charles Quenzer, \$26.21 per hour; Jerold Rachetto, \$22.33 per hour; Coltan Radensleben, \$19.21 per hour; Robert Radensleben, \$24.26 per hour; Kenneth Rehberg, \$24.38 per hour; Scott Reif, \$21.82 per hour; Clover Rhoden, \$13.27 per hour; Grace Rhoden, \$13.27 per hour; Robin Rhoden, \$13.27 per hour; Thomas Riley, \$19.39 per hour; Jeffrey Rodriguez II, \$25.79 per hour; Michael Runge, \$24.49 per hour; Jeramy Russell, \$59,808.24 per year; David Ruth Jr., \$9,500.00 per year; Tanner Ruth, \$13.27 per hour; Lance Sandidge, \$24.38 per hour; Cynthia Schneringer, \$21.55 per hour; Baylee Schultz, \$13.27 per hour; Devon Schumacher, \$23.22 per hour; Russell Seidel, \$13.50 per hour; David Semingson, \$15.01 per hour; Cory Shafer, \$27.83 per hour; Christin Sjomeling, \$13.27 per hour; Lili Sjomeling, \$14.42 per hour; Brandon Snyder, \$25.79 per hour; Sally Sprigler, \$25.79 per hour; Danny Stacy, \$23.22 per hour; James Sternhagen, \$15.01 per hour and \$17.01 per hour; Alea Struble, \$6,500.00 per year; Matthew Symonds, \$23.22 per hour; Gary Todd, \$6,500.00 per year; Hailey Trehwella, \$19.21 per hour; Misty Trehwella, \$24.41 per hour; John Tridle, \$27.91 per hour; Trevor Tridle, \$21.34 per hour; Marie Vansickel, \$21.55 per hour; Wylie Walno, \$16.40 per hour.

Trolley Drivers who work after midnight until 6:00 am will receive an additional \$1.00 per hour for shift differential pay. Trolley Drivers who take on additional duties of carrying the pager and being on call during the absence of the trolley manager, will receive an additional \$2.00 per hour while acting as assistant manager.

Dated this 3rd day of January, 2022

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

I. Resolution 2022-02 Extending Workers Compensation to Specific Individuals

RESOLUTION 2022-02

A RESOLUTION EXTENDING WORKERS' COMPENSATION COVERAGE TO SPECIFIC INDIVIDUALS FOR THE YEAR 2021

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood extend the South Dakota Municipal League Workers' Compensation benefit for coverage on the following individuals who are not automatically covered because they are appointed or elected to their positions:

City Commission: David Ruth Jr., Michael Johnson, Sharon Martinisko, Charlie Struble, and Gary Todd;

Historic Preservation Commission: Dale Berg, Robin Carmody, Leo Diede, Beverly Posey, Trevor Santochi, Jill Weber and Tony Williams;

Library Board: Tessa Allen, Teri Bruce, Sue DeGooyer, Emily Kutil, and Krystal Stulken;

Planning & Zoning Commission: David Bruce, Vicki Dar, Josh Keehn, John Martinisko, Kevin Wagner;

Police Department Reserve Officers: Kenneth Batka, Deam Carollo, Mark Heltzel, Kay Luther, Danny Stacy, Matthew Symonds, and Wylie Walno;

Deadwood Volunteer Fire Department: Randy Addington, Phil Arellano, Melanie Bond, Pat Eastman, Toby Edstrom, Sandy Glover, Bill Glover, Alex Hamann, Ken Hawki, Francis Iverson, Mike Klamm, Cassidy LeMons, Jeff Millard, Trent Mohr, Austin Needles, Dustin Nelson, Jerry Pontius, Cody Rakow, Jason Rakow, Rylan Rakow, Paul Robitaille, Mike Runge, Richard Stanger, Paul Thomson, Joshua Thurmes, and Anne Wieringa.

REGULAR MEETING, JANUARY 3, 2022

Dated this 3rd day of January, 2022
ATTEST:
/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD
/s/ David Ruth Jr., Mayor

- J. Resolution 2022-03 Designating Special Events Recognized by the City of Deadwood for purposes of Ordinances Section 15.32.100 and 15.32.140 for 2022

RESOLUTION 2022-03
A RESOLUTION DESIGNATING SPECIAL EVENTS RECOGNIZED BY THE CITY OF DEADWOOD FOR PURPOSES OF ORDINANCES 15.32.100 AND 15.32.140
BE IT RESOLVED by the Deadwood City Commission that the following events, with their respective months of occurrence, are hereby recognized for the year 2022 as “special or civic event(s)” for purposes of Ordinances 15.32.100 and 15.32.140:

<u>Special or Civic Event:</u>	<u>Date(s) of Event:</u>
1. ISOC Deadwood SnoCross Shootout	January 28-29, 2022
2. Mardi Gras	February 25-26, 2022
3. St. Patrick’s Day	March 18-19, 2022
4. Forks, Corks, and Kegs	April 8-9, 2022
5. Wild Bill Hickok Days	June 16-18, 2022
6. 3-Wheeler Rally	July 10-15, 2022
7. Days of ’76	July 25-30, 2022
8. Sturgis Rally	August 5-14, 2022
9. Kool Deadwood Nites	August 24-28, 2022
10. Oktoberfest	September 30 – October 1, 2022
11. Wild West Songwriter’s Festival	October 6-8, 2022

Dated this 3rd day of January, 2022
ATTEST: CITY OF DEADWOOD
/s/ Jessica McKeown, Finance Officer /s/ David Ruth Jr., Mayor

- K. Permission to increase wage and allow cell phone allowance for Public Buildings employee Coltan Radensleben from \$19.21 to \$20.27 per hour effective January 4, 2022 after one year of service, which is 95% of prevailing wage.
- L. Permission to increase wage for Planning & Zoning Administrator/City Planner, Jeramy Russell, by \$15,191.76 for additional duties assigned with Parking Management, bringing total salary to \$75,000.00 effective January 2, 2022.

PUBLIC HEARINGS

Mardi Gras
Public hearing was opened at 5:04 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was available to answer questions, hearing closed.

Todd moved, Struble seconded to allow the relaxation of the open container ordinance on Main Street in Zones 1 and 2 from 5:00 p.m. to 10:00 p.m. on Friday February 25 and noon to 10:00 p.m. on Saturday, February 26, 2022; Main Street closure from Lower Main Street at Pioneer Way to Pine Street from 6:45 p.m. until parade ends and waiver of banner fees on Saturday, February 26, 2022. Roll Call: Aye-All. Motion carried.

St. Patrick’s Day
Public hearing was opened at 5:06 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was available to answer questions, hearing closed.

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance on Main Street in Zones 1 and 2 from 5:00 p.m. to 10:00 p.m. on Friday, March 18 and noon to 10:00 p.m. on Saturday, March 19, 2022; Main Street closure from Lower Main Street at Pioneer Way to Pine Street from noon until parade ends and Wall Street to Pine Street from noon on Saturday, March 19 to 6:00 a.m. Sunday, March 20 and waiver of banner fees Saturday, March 19, 2022. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, JANUARY 3, 2022**NEW BUSINESS****First Reading**

Planning and Zoning Administrator Russell stated the change is to protect historic core districts in the following areas: 478-908 Main Street, all of Lee Street, Siever Street, Deadwood Street and Pine Street, 37-175 Sherman Street and all R1 Residential and R2 Residential Multi-Family Zoning. Martinisko moved, Struble seconded to approve first reading of Ordinance #1348 Amending Ordinance #1328 Creating Zoning Regulations for Cannabis Establishments.

Todd Weber, Resident and Business Owner, asked Mayor Ruth Jr. if he was going to have an establishment on his property and if so, wouldn't that constitute a conflict of interest. Commissioner Martinisko called the point of order. Martinisko stated there is a motion and second relating to an ordinance and these comments and questions do not relate. Attorney Riggins stated correct, confine comments to the ordinance dealing with at the time. Riggins asked if there was a relationship between amendment to the zoning map and the question Mr. Weber wanted to ask the Mayor. Weber answered he was under the impression it was a new ordinance. Mayor Ruth Jr. stated as far as the question if he has a conflict of interest because of his property. He said he is not opening an establishment but has land that is available for lease. Martinisko invited Weber to address his questions under Items from Citizens. Roll Call: Aye-All. Motion carried.

First Reading

Attorney Riggins stated this amendment is adding the criteria for licensing procedures for Cultivation, Product Manufacturing and Test Facilities and includes licensing fees which sets the same fee as dispensaries. He stated there is also a change dealing with license transfer within an estate of a decedent. Struble moved, Johnson seconded to approve first reading of Ordinance #1349 Amending Chapter 5.56 the Revised Ordinances for Creating Licensing Provisions for Medical Cannabis Establishments including Dispensaries, Cultivation, Product Manufacturing and Testing Facilities.

Kit Jefferies, Dakota Cannabis Consulting thanked everyone for their work. He questioned the license transfer only covers someone upon their death but what about someone that has medical issues. Commissioner Martinisko questioned state statute that address power of attorney for reference. Discussion was held concerning power of attorney. Aaron Jorgenson, Main Street business owner, questioned provisions for total licenses or individual establishments. Martinisko stated between the zoning map and regulations, one establishment cannot be within one hundred feet from another establishment's boundary line. Martinisko believes a lot of citizens are thinking of recreational cannabis instead of medical cannabis and city will address recreational cannabis when it comes forward. Discussion was held concerning out-of-state cards and South Dakota cards. Mayor Ruth Jr. stated state statute deals with the provisions from Department of Health that establishments will have to follow as far as medical cards. Jorgenson encourages to set limit for number of establishments. Jill Weber, resident and business owner, agrees with Jorgenson on limit of establishments. Weber asked for reasons as to why commission did not limit establishments. Martinisko stated setting a number would put the city in a position to choose and do not favor one over another. Martinisko feels very strongly with the zoning map allows businesses to have the opportunity to succeed. Mayor Ruth Jr. stated each community is different and commission weighs what is appropriate for our community. He stated understand we view Deadwood as not just a community of 1,200 residents but as a community with over two million visitors. If you look at the zoning map, there are only certain locations that are eligible. Mike Walker, NeighborWorks, stated NeighborWorks manages the Springhill Apartments, which uses a federally funded program, and since cannabis is still illegal federally, in the event the residents are caught with medical or other cannabis on the property, they are required to be evicted. He asked if there are any provisions within the cities' requirements to address issues where there is a conflict with federal laws dealing with federal funding. Attorney Riggins stated as far as federal law, no municipality can pass an ordinance that preempts federal law. Commissioner Todd stated the commission does not take this issue lightly, many residents in South Dakota voted for this and we want what is best for Deadwood. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, JANUARY 3, 2022

Purchase

Historic Preservation Officer Kuchenbecker spoke about the purchase. Johnson moved, Martinisko seconded to purchase and install new compactor storage unit from Mid-America Business Solutions for the Archaeological Laboratory at a cost not to exceed \$35,000.00. (Approved by Historic Preservation Commission December 8, 2021.) Roll Call: Aye-All. Motion carried.

Contract

Kuchenbecker stated this part of the rehabilitation of the VIP side of the Days of '76 Complex. Struble moved, Johnson seconded to enter into contract with RCS Construction to retire two water services and install 20' by 47' concrete floor under the Days of 76 Grandstands in the amount of \$27,400.00. (To be paid from Historic Preservation Capital Assets Budget as part of the Grandstands Renovation Project.) Roll Call: Aye-All. Motion carried.

Payments

McKeown explained the payments are all the contracts on equipment. Martinisko moved, Johnson seconded to pay 2022 leased equipment payments on date as noted, which are listed below. Roll Call: Aye-All. Motion carried.

2019 CAT 918M Loader - \$19,072.34 - January - CapFirst - Payment 3 of 5

2020 CAT 242D3 Skid Steer - \$5,261.42 - January - CapFirst - 3/5

Altec Bucket Truck - \$30,615.24 - April - Altec Capital - 2/5

2021 Mack Dump Truck - \$32,207.32 - May Lease Servicing Center - 3/5

2019 CAT 938M Loader - \$18,441.05 - June - CapFirst - 2/5

2019 CAT 938M Loader - \$18,441.05 - June - CapFirst - 2/5

2020 CAT 906M Loader - \$13,365.43 - July - CapFirst - 2/5

2019 Kubota Skid Steer - \$1,504.00 Quarterly = \$6,016.00 Kubota Leasing - 3/5

2019 CAT 140-13A Motorgrader - \$18,520.79 - Sept - Butler - 3/5

2019 CAT 140-13A Motorgrader - \$20,558.83 - Sept - Butler - 3/5

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Todd Weber questioned if the commission considered the manufacturing of cannabis around schools and residential areas. Commissioner Todd stated there are ordinances in place regarding nuisance. Weber questioned if there were a number of nuisances that would constitute revocation of license or adjustment. Mayor Ruth Jr. stated every nuisance complaint would be investigated by the Police Department. Discussion was held concerning state guidelines, administrative rules, and meetings regarding recreational cannabis when recreational cannabis passes.

Liz Tiger, 605 Cannabis, applauded the commission on the ordinances.

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

ADJOURNMENT

Martinisko moved Struble seconded to adjourn the regular session at 5:52 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) with possible action. The next regular meeting will be on Tuesday, January 18, 2022.

After coming out of executive session at 6:27 p.m.

Martinisko moved, Johnson seconded to grant Marie Vansickel up to an additional 40 hours from the sick bank.

Martinisko moved, Johnson seconded permission to increase wage of Lance Sandidge (Facilities IT Specialist) from \$24.38 per hour to \$25.74 per hour effective January 23, 2022 after one year in current position.

Martinisko moved, Johnson seconded permission to increase wage of Kenneth Rehberg (Transportation Superintendent) from \$24.38 per hour to \$25.74 per hour effective January 23, 2022 after one year in current position.

REGULAR MEETING, JANAURY 3, 2022

Martinisko moved, Johnson seconded permission to increase wage of Ronda Morrison (Asst. Finance Officer) from \$28.42 per hour to \$31.42 per hour for other duties as assigned, effective January 9, 2022.

Johnson moved, Struble seconded to adjourn.

ATTEST:DATE: _____

Jessica McKeown, Finance Officer

BY: _____
David Ruth Jr., Mayor

Published once at the total approximate cost of _____

PACKET: 05627 COMBINED - 1/19/22
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: N/A NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3309	THE LORD'S CUPBOARD					
		I-01/03/22	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	70.95
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						70.95
01-0418	BLACK HILLS PIONEER					
		I-527 - 2022	101-4111-423	PUBLISHING MINUTES - 11/15/21	000000	286.44
		I-531 - 2022	101-4111-423	PUBLISHING ORDINANCE #1340 PLMBG CNTRCTRS	000000	33.26
		I-532 - 2022	101-4111-423	PUBLISHING ORDINANCE # 1339 -ELECTRICIANS	000000	44.81
		I-533 - 2022	101-4111-423	PUBLISHING ORDINANCE# 1338 - CONTRACTORS	000000	61.45
		I-534 - 2022	101-4111-423	PUBLISHING NOH - WINE LICENSE/DWD MINERS	000000	12.47
		I-535 - 2022	101-4111-423	PUBLISHING NOH - ST CLOSE/N Y EVE	000000	11.55
		I-598 - 2022	101-4111-423	PUBLISHING MINUTES - 12/6/21	000000	370.06
		I-599 - 2022	101-4111-423	PUBLISHING ORD.#1344 - BUDGET APPROP.2021	000000	28.18
		I-601 - 2022	101-4111-423	PUBLISHING ORD.# 1347 - CANNABIS REG'S	000000	37.42
		I-602 - 2022	101-4111-423	PUBLISHING ORD.#1345 - AMEND TAXICAB FEES	000000	13.40
		I-606 - 2022	101-4111-423	PUBLISHING NOH - ST. PATRICK'S DAY	000000	19.40
		I-607 -2022	101-4111-423	PUBLISHING NOH - MARDI GRAS	000000	17.56
01-3223	QUICK TROPHY, LLC					
		I-113015	101-4111-426	SUPPLIES ENGRAVED NAME TAG - COMM.	000000	11.00
01-4625	FIB CREDIT CARDS					
		I-123121FINANCE CCD	101-4111-426	SUPPLIES COMM.WRK SESSION DONUTS	000000	22.35
01-4711	AMAZON CAPITAL SERVICES					
		I-11QQ-JG9R-H6M9	101-4111-426	SUPPLIES MAGAZINE FILE HOLDER - FINANCE	000000	20.99
		I-1NXW-FVJ3-FYKK	101-4111-426	SUPPLIES EASEL, PEN LEASH - COMM.	000000	21.97
				DEPARTMENT 111	COMMISSION	TOTAL:
						1,012.31
01-3223	QUICK TROPHY, LLC					
		I-113212	101-4141-426	SUPPLIES NAME PLATE - ATTORNEY	000000	34.16
				DEPARTMENT 141	ATTORNEY	TOTAL:
						34.16
01-2160	CRAMER MARKETING					
		I-38483	101-4142-426	SUPPLIES CHECKS - FINANCE OFFICE	000000	165.42
01-4625	FIB CREDIT CARDS					
		I-123121FINANCE CCD	101-4142-426	SUPPLIES DEPT HEAD MTG SUPPLIES - FIN	000000	19.29
01-4711	AMAZON CAPITAL SERVICES					
		I-1HPJ-D4JD-V4LY	101-4142-426	SUPPLIES TRAY FILE, EARBUDS, PENS-FINANCE	000000	86.54
				DEPARTMENT 142	FINANCE	TOTAL:
						271.25

PACKET: 05627 COMBINED - 1/19/22

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
01-0223	COCA COLA BOTTLING HIGH					
		I-3827795	101-4192-426	SUPPLIES	14464 OUNCE USAGE/PUB BLDGS	000000 614.72
01-0429	BLACK HILLS ENERGY					
		I-POWER 01/03/22	101-4192-428	UTILITIES	WELCOME SIGN BOULDER CANYON	000000 19.82
		I-POWER 01/03/22	101-4192-428	UTILITIES	0 US HIGHWAY 14A TRAFFIC SIG	000000 59.39
		I-POWER 01/03/22	101-4192-428	UTILITIES	SPEED SIGN 1 1/2 MCKINLEY ST	000000 15.00
		I-POWER 01/03/22	101-4192-428	UTILITIES	TRAFFIC LIGHTS 1 MCKINLEY ST	000000 25.28
		I-POWER 01/03/22	101-4192-428	UTILITIES	1 MILLER ST	000000 15.00
		I-POWER 01/03/22	101-4192-428	UTILITIES	MT MORIAH VIS CNTR	000000 468.14
		I-POWER 01/03/22	101-4192-428	UTILITIES	TX BOOTH/BATHROOM MT MORIAH	000000 28.15
		I-POWER 01/03/22	101-4192-428	UTILITIES	METHODIST MEM PARK 10 SHINE	000000 27.14
		I-POWER 01/03/22	101-4192-428	UTILITIES	SPEED SIGN 101 CHARLES ST	000000 20.62
		I-POWER 01/03/22	101-4192-428	UTILITIES	101 MICKELSON TRAIL	000000 625.02
		I-POWER 01/03/22	101-4192-428	UTILITIES	102 WATER TANK LN	000000 15.00
		I-POWER 01/03/22	101-4192-428	UTILITIES	105 1/2 SHERMAN TRAFFIC LIGHTS	000000 90.04
		I-POWER 01/03/22	101-4192-428-13	UTILITIES - R	105 SHERMAN ST REC CENTER	000000 6,029.67
		I-POWER 01/03/22	101-4192-428	UTILITIES	SHERMAN-PINE ST TRAFFIC SIGNAL	000000 31.18
		I-POWER 01/03/22	101-4192-428-04	UTILITIES - C	108 SHERMAN ST CITY HALL	000000 2,282.67
		I-POWER 01/03/22	101-4192-428	UTILITIES	TIMMS LANE POLE BLDG	000000 36.98
		I-POWER 01/03/22	101-4192-428	UTILITIES	PUMP 119 DENVER AVE	000000 1,038.74
		I-POWER 01/03/22	101-4192-428	UTILITIES	PRESSURE REG STATION 13 CRESCE	000000 140.65
		I-POWER 01/03/22	101-4192-428	UTILITIES	135 SHERMAN ST LIGHTS	000000 124.08
		I-POWER 01/03/22	101-4192-428	UTILITIES	135 WILLIAMS ST LIGHTS	000000 31.53
		I-POWER 01/03/22	101-4192-428-03	UTILITIES - B	BALLFIELD 15 CRESCENT ST	000000 139.43
		I-POWER 01/03/22	101-4192-428-06	UTILITIES - D	RODEO GROUNDS ARENA	000000 263.84
		I-POWER 01/03/22	101-4192-428-11	UTILITIES - P	PARK SHOP 15 CRESCENT ST	000000 297.44
		I-POWER 01/03/22	101-4192-428-06	UTILITIES - D	15 CRESCENT ST RODEO	000000 1,223.75
		I-POWER 01/03/22	101-4192-428	UTILITIES	WELCOME SIGN- DWD HILL	000000 17.46
		I-POWER 01/03/22	101-4192-428-09	UTILITIES - H	THORPE BLDG 150 SHERMAN	000000 677.04
		I-POWER 01/03/22	101-4192-428-03	UTILITIES - B	CONCESSION STAND 16 CRESCENT	000000 160.95
		I-POWER 01/03/22	101-4192-428	UTILITIES	17 PLEASANT ST LIGHTS	000000 33.09
		I-POWER 01/03/22	101-4192-428	UTILITIES	17 RAYMOND ST LIGHTS	000000 20.85
		I-POWER 01/03/22	101-4192-428-15	UTILITIES - T	GAYVILLE PUMP 170 BLACKTAIL	000000 15.00
		I-POWER 01/03/22	101-4192-428	UTILITIES	178 SHERMAN ST LIGHTS	000000 151.93
		I-POWER 01/03/22	101-4192-428	UTILITIES	PRV 180 CLIFF ST	000000 123.76
		I-POWER 01/03/22	101-4192-428	UTILITIES	WELL HOUSE OAKRIDGE CEMETERY	000000 237.66
		I-POWER 01/03/22	101-4192-428	UTILITIES	2 BURNHAM AVE LIGHTS	000000 81.07
		I-POWER 01/03/22	101-4192-428	UTILITIES	FLAG 2 MT MORIAH DRIVE	000000 38.94
		I-POWER 01/03/22	101-4192-428	UTILITIES	22 DUDLEY ST LIGHTS	000000 45.36
		I-POWER 01/03/22	101-4192-428-01	UTILITIES - A	ADAMS HOUSE INFO CENTER	000000 113.69
		I-POWER 01/03/22	101-4192-428	UTILITIES	PRV 180 CLIFF STREET	000000 0.00
		I-POWER 01/03/22	101-4192-428-01	UTILITIES - A	ADAMS HOUSE 22 VAN BUREN	000000 325.03
		I-POWER 01/03/22	101-4192-428	UTILITIES	22 WASHINGTON ST LIGHTS	000000 82.49
		I-POWER 01/03/22	101-4192-428	UTILITIES	TRAFFIC LIGHS 4 LANE	000000 74.02
		I-POWER 01/03/22	101-4192-428	UTILITIES	PRESSURE REDUCTION STN 255 MAI	000000 232.81
		I-POWER 01/03/22	101-4192-428-08	UTILITIES - H	INTERPRETIVE CENTER	000000 403.21
		I-POWER 01/03/22	101-4192-428	UTILITIES	CUTTING MINE DEADWOOD GULCH	000000 19.00
		I-POWER 01/03/22	101-4192-428	UTILITIES	301 CLIFF ST	000000 1,487.91

PACKET: 05627 COMBINED - 1/19/22

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	01/03/22	101-4192-428	UTILITIES 34 LINCOLN AVE LIGHTS	000000	71.46
	I-POWER	01/03/22	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DR	000000	130.90
	I-POWER	01/03/22	101-4192-428	UTILITIES 368 WILLIAMS ST LIGHTS	000000	47.79
	I-POWER	01/03/22	101-4192-428	UTILITIES WATER HEAT TAPE 37 WATER ST	000000	36.94
	I-POWER	01/03/22	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	18.38
	I-POWER	01/03/22	101-4192-428	UTILITIES REDWOOD TANK MCGOVERN HILL	000000	179.85
	I-POWER	01/03/22	101-4192-428	UTILITIES 398 WILLIAMS ST LIGHTS	000000	42.08
	I-POWER	01/03/22	101-4192-428	UTILITIES PRV STATION 4 DAKOTA ST	000000	172.22
	I-POWER	01/03/22	101-4192-428	UTILITIES 4 MT MORIAH RD LIGHTS	000000	40.88
	I-POWER	01/03/22	101-4192-428-17	UTILITIES - D MUSEUM DAYS 40 CRESCENT ST	000000	3,217.64
	I-POWER	01/03/22	101-4192-428-19	UTILITIES - G 418 CLIFF ST GATEWAY BLDG	000000	141.69
	I-POWER	01/03/22	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	419.19
	I-POWER	01/03/22	101-4192-428	UTILITIES 46 FREMONT ST LIGHTS	000000	53.63
	I-POWER	01/03/22	101-4192-428	UTILITIES 49 SHERMAN ST LIGHTS	000000	160.48
	I-POWER	01/03/22	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BUIL	000000	89.57
	I-POWER	01/03/22	101-4192-428	UTILITIES 5 SIEVER ST	000000	798.52
	I-POWER	01/03/22	101-4192-428	UTILITIES PUMP 50 PLEASANT ST	000000	32.01
	I-POWER	01/03/22	101-4192-428-02	UTILITIES - A ADAMS MUSEUM 50 SHERMAN ST	000000	562.47
	I-POWER	01/03/22	101-4192-428	UTILITIES 500 1/2 MAIN ST	000000	87.44
	I-POWER	01/03/22	101-4192-428	UTILITIES 501 MAIN ST WELCOME CENTER	000000	1,172.59
	I-POWER	01/03/22	101-4192-428	UTILITIES 509 WILLIAMS ST LIGHTS	000000	40.76
	I-POWER	01/03/22	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	26.86
	I-POWER	01/03/22	101-4192-428	UTILITIES WELCOME SIGN-JCT HWY 385 & CLI	000000	18.38
	I-POWER	01/03/22	101-4192-428	UTILITIES WILD BILL STATUE 53 SHERMAN ST	000000	15.00
	I-POWER	01/03/22	101-4192-428	UTILITIES 565 MAIN ST LIGHTS	000000	49.37
	I-POWER	01/03/22	101-4192-428-15	UTILITIES - T TROLLEY BARN 60 DUNLOP AVE	000000	405.85
	I-POWER	01/03/22	101-4192-428	UTILITIES 610 BROADWAY ST	000000	141.69
	I-POWER	01/03/22	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVE	000000	654.47
	I-POWER	01/03/22	101-4192-428	UTILITIES 62 FOREST AVE LIGHTS	000000	52.86
	I-POWER	01/03/22	101-4192-428	UTILITIES BROADWAY PARKING RAMP	000000	750.78
	I-POWER	01/03/22	101-4192-428	UTILITIES 65 SHERMAN ST	000000	1,719.96
	I-POWER	01/03/22	101-4192-428	UTILITIES 7 1/2 PECK ST LIGHTS	000000	51.34
	I-POWER	01/03/22	101-4192-428	UTILITIES 7 1/2 SAMPSON ST LIGHTS	000000	42.96
	I-POWER	01/03/22	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	93.62
	I-POWER	01/03/22	101-4192-428-24	UTILITIES - O 703 MAIN ST OUTLAW SQUARE	000000	759.00
	I-POWER	01/03/22	101-4192-428-07	UTILITIES - F FIRE HALL 737 MAIN ST	000000	737.24
	I-POWER	01/03/22	101-4192-428-12	UTILITIES - P DWD PAVILION 767 MAIN ST	000000	138.98
	I-POWER	01/03/22	101-4192-428-12	UTILITIES - P 767 MAIN ST	000000	23.26
	I-POWER	01/03/22	101-4192-428	UTILITIES SAMPSON ST PUMP	000000	22.59
	I-POWER	01/03/22	101-4192-428	UTILITIES 8 DAKOTA ST LIGHTS	000000	23.06
	I-POWER	01/03/22	101-4192-428	UTILITIES 9 CEMETERY ST LIGHTS	000000	19.56
	I-POWER	01/03/22	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	25.67
	I-POWER	01/03/22	101-4192-428	UTILITIES FEES AND ADJUSTMENTS	000000	398.09-
01-0436	BLACK HILLS WINDOW CLEA					
	I-101374		101-4192-422-21	PROFESSIONAL DEC WINDOW CLEANING/WELCOMECEN	000000	2,948.00

01-0467 CULLIGAN OF THE BLACK H

PACKET: 05627 COMBINED - 1/19/22

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
01-0467	CULLIGAN OF THE BLACK H	continued				
		I-0015257	101-4192-426-07	SUPPLIES - FI (6) 40 LB BAGS SALT/FIRE HALL	000000	50.10
01-0539	LEAD-DEADWOOD SANITARY					
		I-JAN CONSUMPTION	101-4192-428-17	UTILITIES - D DAYS OF 76 MUSEUM	000000	22.00
		I-JAN CONSUMPTION	101-4192-428-08	UTILITIES - H DEADWOOD HISTORY CENTER	000000	22.00
		I-JAN CONSUMPTION	101-4192-428-06	UTILITIES - D GRANDSTAND-RODEO GROUNDS	000000	14.30
		I-JAN CONSUMPTION	101-4192-428-03	UTILITIES - B DEADWOOD-CITY-BASEBALL FIELDS	000000	14.30
		I-JAN CONSUMPTION	101-4192-428-15	UTILITIES - T DEADWOOD-CITY-TROLLEY BARN	000000	22.00
		I-JAN CONSUMPTION	101-4192-428-13	UTILITIES - R DEADWOOD-CITY-REC CENTER	000000	254.37
		I-JAN CONSUMPTION	101-4192-428-14	UTILITIES - S DEADWOOD-CITY-PUBLIC WORKS	000000	22.00
		I-JAN CONSUMPTION	101-4192-428-10	UTILITIES - L DEADWOOD-CITY-LIBRARY	000000	22.00
		I-JAN CONSUMPTION	101-4192-428-04	UTILITIES - C DEADWOOD-CITY HALL	000000	68.94
		I-JAN CONSUMPTION	101-4192-428-11	UTILITIES - P DEADWOOD-CITY-GORDON PARK	000000	14.30
		I-JAN CONSUMPTION	101-4192-428-07	UTILITIES - F DEADWOOD-CITY-FIRE DEPT	000000	31.65
		I-JAN CONSUMPTION	101-4192-428-11	UTILITIES - P PARKS SHOP - DEADWOOD	000000	22.00
		I-JAN CONSUMPTION	101-4192-428-09	UTILITIES - H HOMESTAKE ADAMS RESEARCH CNTR	000000	22.00
		I-JAN CONSUMPTION	101-4192-428-02	UTILITIES - A DEADWOOD - CITY - ADAMS MUSEUM	000000	141.16
		I-JAN CONSUMPTION	101-4192-428-01	UTILITIES - A DEADWOOD - CITY - ADAMS HOUSE	000000	22.00
		I-JAN CONSUMPTION	101-4192-428-21	UTILITIES - W WELCOME CENTER-DEADWOOD CITY	000000	22.00
		I-JAN CONSUMPTION	101-4192-428-19	UTILITIES - G DEADWOOD GATEWAY PARK RESTRMS	000000	22.00
		I-JAN CONSUMPTION	101-4192-428-18	UTILITIES - F DEADWOOD-CITY-FERGUSON FIELD	000000	14.30
		I-JAN CONSUMPTION	101-4192-428-24	UTILITIES - O DEADWOOD-CITY-OUTLAW SQUARE	000000	22.00
		I-JAN CONSUMPTION	101-4192-428-22	UTILITIES - M DEADWOOD-CITY-MT MORIAH	000000	22.00
		I-JAN CONSUMPTION	101-4192-428-22	UTILITIES - M DEADWOOD-CITY-MT MORIAH	000000	14.30
01-0682	PITNEY BOWES INC					
		I-01/12/22	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	300.00
01-1098	HILLYARD/SIOUX FALLS					
		I-604595956	101-4192-426	SUPPLIES REJUVNAL-ROBUSTO-ALL CLNR/PB	000000	1,239.56
01-1483	KNECHT HOME CENTER					
		I-7147913	101-4192-425-13	REPAIRS - REC TREX BASICS SADDLE GROOVE/REC	000000	103.56
01-1502	BLACK HILLS CHEMICAL					
		I-215667	101-4192-426	SUPPLIES BLEACH-FOAMY-TISSUE-GLV/PB	000000	446.03
01-1558	ECOLAB PEST ELIMINATION					
		I-6093179	101-4192-422-04	PROFESSIONAL RODENT PROGRAM/CITY HALL	000000	160.68
01-1725	QUILL CORPORATION					
		I-22120267	101-4192-426	SUPPLIES CREAMER PB 2022	000000	21.09
01-3032	OTIS ELEVATOR COMPANY					
		I-100400622553	101-4192-422-10	PROFESSIONAL ELEVATOR MAINT 1/1-3/31/22/LIB	000000	151.95
01-3151	KONE CHICAGO					
		I-962094940	101-4192-422-17	PROFESSIONAL- ELEVATOR MAINT/DAYS MUSEUM	000000	172.00

PACKET: 05627 COMBINED - 1/19/22

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
01-3342	RASMUSSEN MECHANICAL SE					
		I-INV028084	101-4192-425-04	REPAIRS - CIT RELAY LWCO/CITY HALL	000000	364.68
		I-SRV085519	101-4192-425-01	REPAIRS - ADA CONDENSER-EVAP CHG OUT/AD HOUS	000000	7,627.26
01-3421	S AND C CLEANERS					
		I-01/02/22 INV256	101-4192-422	PROFESSIONAL DEC CLEANING/PUBLIC BATHROOMS	000000	1,582.50
		I-12/29/21 INV119	101-4192-422-04	PROFESSIONAL DEC CLEANING/CITY HALL	000000	990.00
		I-12/29/21 INV120	101-4192-422-04	PROFESSIONAL CLEANING/DWD POLICE DEPT	000000	1,365.00
		I-12/29/21 INV131	101-4192-422-13	PROFESSIONAL DEC CLEANING/REC CENTER	000000	3,808.00
		I-12/29/21 INV155	101-4192-422-21	PROFESSIONAL CLEANING/WELCOME CENTER	000000	1,740.00
		I-12/29/21 INV165	101-4192-422-10	PROFESSIONAL CLEANING/LIBRARY	000000	600.00
		I-12/29/21 INV165	101-4192-422-07	PROFESSIONAL CLEANING/FIRE HALL	000000	400.00
01-4625	FIB CREDIT CARDS					
		I-12/31/21 CC PUB BL	101-4192-425-23	REPAIRS - WAT WALL MOUNT HEATER/LOW MAIN PR	000000	149.99
		I-12/31/21 CC PUB BL	101-4192-425-02	REPAIRS - ADA HV W/COUPLER/ADAMS MUSEUM	000000	175.00
		I-12/31/21 CC PUB BL	101-4192-425	REPAIRS CHEVY POWER MIRROR HEAT/PB	000000	44.06
		I-12/31/21 CC PUB BL	101-4192-425	REPAIRS RAM SIDE MIRROR SIGNAL/PB	000000	139.00
		I-12/31/21 CC PUB BL	101-4192-425-17	REPAIRS-DAYS LAMP HOLDER SOCKET/DAYS MUS	000000	78.00
		I-12/31/21 CC PUB BL	101-4192-425-17	REPAIRS-DAYS ELECTRONIC FAUCET/DAYS MUS	000000	108.41
		I-12/31/21 CC PUB BL	101-4192-426	SUPPLIES LARGE WHITEBOARD/PUB BLDGS	000000	55.99-
01-4711	AMAZON CAPITAL SERVICES					
		I-1DD7-L9DJ-C64T	101-4192-426-13	SUPPLIES - RE CHICKEN CUP O NOODLES/REC CENT	000000	207.72
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	56,643.67
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-391947	101-4193-422	PROFESSIONAL 2- MICROSOFT 365 SUBSCRIPT.LIC	000000	81.81
		I-392059	101-4193-422	PROFESSIONAL EMAIL SECUR,BKUP,VIRUS PROTECT	000000	1,643.00
01-4326	IWORQ					
		I-196683	101-4193-422	PROFESSIONAL LICENSE MGMT/SUPPORT - 2022	000000	2,150.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1MT6-XPL7-6HWG	101-4193-426	SUPPLIES LAPTOP SHOULDER BAG - IT	000000	28.98
		I-1NXW-FVJ3-FYKK	101-4193-426	SUPPLIES LAPTOP CASE - FINANCE	000000	19.99
				DEPARTMENT 193 COMPUTER SERVICE	TOTAL:	3,923.78
01-0050	J.P. TOWING					
		I-111776	101-4210-425	REPAIRS TOWING FEE - POLICE DEPT	000000	125.00
01-0467	CULLIGAN OF THE BLACK H					
		I-0015109	101-4210-424	RENTALS COOLER RENT-JAN, BOTTLED WATER	000000	55.50
		I-0015157	101-4210-424	RENTALS FLAT BOTTOM CUPS - POLICE	000000	6.00

PACKET: 05627 COMBINED - 1/19/22
 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
=====						
01-0508	GALLS, LLC					
		I-020089805	101-4210-426	SUPPLIES UNIFORM BOOTS - POLICE	000000	144.45
01-1424	SOUTHSIDE SERVICE					
		I-055460	101-4210-425	REPAIRS 4 TIRES - POLICE DEPT	000000	800.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-822976	101-4210-426	SUPPLIES 22" TRICO CHILL - POLICE	000000	21.88
01-1815	BLACK HILLS HARLEY DAVI					
		I-172470	101-4210-425	REPAIRS OIL,GASKET KIT,OIL FILTER - PD	000000	179.04
01-2889	ATCO INTERNATIONAL					
		I-I0588207	101-4210-426	SUPPLIES T-N-T/POLICE DEPT PER LANCE	000000	236.00
01-4195	MARCO					
		I-30792421	101-4210-424	RENTALS COPIER CONTRACT - POLICE	000000	158.18
01-4542	LAKOTA CONTRACTING, INC					
		I-4527	101-4210-426	SUPPLIES UNIFORM PANTS - POLICE	000000	77.35
				DEPARTMENT 210 POLICE	TOTAL:	1,803.40

01-0250	GLOVER, SANDY					
		I-01/11/22	101-4221-427	TRAVEL MILEAGE/MEALS-INST.CLASS/PIERR	000000	262.04
01-0547	M&M SANITATION					
		I-I5939	101-4221-422-01	PROFESSIONAL MONTHLY TOILET RENTAL/FIREWISE	000000	140.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-823166	101-4221-425	REPAIRS NYLON DOORS - FIRE DEPT	000000	12.33
01-1757	HAWKI, KEN					
		I-01/11/22	101-4221-427	TRAVEL MEALS-INSTRUCTOR CLASS/PIERRE	000000	68.00
		I-01/11/22	101-4221-427	TRAVEL REGISTRATION- INSTRUCTOR CLASS	000000	70.00
		I-010522	101-4221-426	SUPPLIES REIMBS.-TRLR HITCH PART - FIRE	000000	16.83
01-1758	GLOVER, WILLIAM					
		I-01/11/21	101-4221-427	TRAVEL MEALS/INSTRUCTOR CLASS-PIERRE	000000	68.00
01-2473	SD DEPT. OF CORRECTIONS					
		I-C18D2248	101-4221-422-01	PROFESSIONAL FIRE SUPPRESSION WORK/FIREWISE	000000	20.40
				DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL:		657.60

01-1899	CODE WORKS					
		I-2275	101-4232-422	PROFESSIONAL PLAN REVIEW LODGE ADDITION/BI	000000	3,506.20

PACKET: 05627 COMBINED - 1/19/22
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 232 BUILDING INSPECTION
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4625	FIB CREDIT CARDS					
	I-12/31/21 PUBWORKS	101-4232-426	SUPPLIES	NEW CODE BOOKS/BLDG INSP	000000	1,289.89
	I-123121FINANCE CCD	101-4232-427	TRAVEL	BLD INSPECTOR REGIS.FEES	000000	412.00
			DEPARTMENT 232	BUILDING INSPECTION	TOTAL:	5,208.09
01-0467	CULLIGAN OF THE BLACK H					
	I-0015073	101-4310-426	SUPPLIES	(1) 5 GAL BOTTLED WATER/ STRTS	000000	6.75
01-0561	SOUTH DAKOTA 811					
	I-SD21-03260	101-4310-422	PROFESSIONAL	JULY-AUG FAX-MSG FEES/STREETS	000000	40.88
	I-SD21-04011	101-4310-422	PROFESSIONAL	OCT-DEC FAX MSG FEES/STREETS	000000	32.48
01-1288	ACE INDUSTRIAL SUPPLY,					
	I-2025909	101-4310-426	SUPPLIES	BAHCO RECIP BLADES/STREETS	000000	1,106.00
01-1333	DEADWOOD ELECTRIC					
	I-22621	101-4310-425	REPAIRS	CHG WELDER BREAKER/STRTS	000000	66.33
01-1374	BUTLER MACHINERY COMPAN					
	I-06PS0623015	101-4310-426	SUPPLIES	ELEMENTS-FILTER-LUBE KIT/STRTS	000000	455.77
01-1653	STURDEVANT'S AUTO PARTS					
	I-32-822180	101-4310-426	SUPPLIES	DOOR HINGE PIN KIT/STREETS	000000	7.98
	I-32-822340	101-4310-426	SUPPLIES	9005B1 STANDARD CA/STREETS	000000	17.97
	I-32-822423	101-4310-426	SUPPLIES	WIX OIL FILTER/STREETS	000000	6.15
	I-32-822786	101-4310-426	SUPPLIES	6MP-8 HOSE FITTING/STREETS	000000	6.95
	I-32-822810	101-4310-426	SUPPLIES	MECH FASTFIT GLOVES/STREETS	000000	141.79
	I-32-823246	101-4310-426	SUPPLIES	REPLACEMENT MIRROR/STREETS	000000	249.90
	I-32-823523	101-4310-426	SUPPLIES	(3) SNOW PLOW FLUID/STREETS	000000	50.85
	I-32-823543	101-4310-426	SUPPLIES	9006B1 STANDARD CA/STREETS	000000	23.16
	I-32-823607	101-4310-426	SUPPLIES	1/2 IN DR 1/2 IN/STREETS	000000	3.58
01-3438	BLACKSTRAP, INC.					
	I-130140	101-4310-426	SUPPLIES	25.73 TON BLACKSLICER/STRTS	000000	3,988.15
	I-130200	101-4310-426	SUPPLIES	28.69 TON bBLACKSLICER/STRTS	000000	4,446.95
01-4721	TOWEY DESIGN GROUP INC.					
	I-21-127	101-4310-422	PROFESSIONAL	SAMPSON MILL-OVERLAY/STRTS	000000	1,424.00
01-4857	VERIZON CONNECT					
	I-629000022770	101-4310-422	PROFESSIONAL	DEC VEHICLE TRACKING SRVC/STRT	000000	57.20
			DEPARTMENT 310	STREETS	TOTAL:	12,132.84
01-4630	SANDER SANITATION SERVI					
	I-12/30/21 RES GARB	101-4320-422	PROFESSIONAL	DEC RESIDENT GARBAGE SERVICE	000000	11,612.73
			DEPARTMENT 320	SANITATION	TOTAL:	11,612.73

PACKET: 05627 COMBINED - 1/19/22

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
01-0467	CULLIGAN OF THE BLACK H	I-0015107	101-4520-426	SUPPLIES (3) 5 GAL BOTTLE WATER-RENT/PR	000000	35.25
01-0551	MENARD'S	I-21599	101-4520-426	SUPPLIES STACK BINS VARIOUS SIZES/PARKS	000000	38.93
		I-21706	101-4520-426	SUPPLIES LED SWIVEL HIGHBAY/PARKS	000000	159.98
01-0782	JACOBS PRECISION WELDIN	I-28772	101-4520-426	SUPPLIES S OXYGEN/PARKS	000000	38.00
01-1358	STAN HOUSTON EQUIP.CO.I	I-2023885	101-4520-434	MACHINERY/EQU DRILL DRIVER-CIRCULAR SAW/PRKS	000000	328.00
01-1502	BLACK HILLS CHEMICAL	I-214837	101-4520-426	SUPPLIES (49) GREEN SCAPES ICE MELT/PRK	000000	502.25
01-1653	STURDEVANT'S AUTO PARTS	C-32-822437	101-4520-426	SUPPLIES PREM METALLIC BRAKE/PARKS	000000	32.44-
		I-32-823260	101-4520-426	SUPPLIES PM 5W30 FS QT-5Q/PARKS	000000	40.47
01-1798	CHAINSAW CENTER/DAKOTA	I-1390279	101-4520-426	SUPPLIES HONDA SPRING STARTER/PARKS	000000	16.10
01-1831	POWERPLAN OIB	I-P1262010	101-4520-426	SUPPLIES (2) HY-GARD 2.5G OIL/PARKS	000000	117.02
01-3060	QUIK SIGNS	I-35944	101-4520-426	SUPPLIES (4) 2X3 FT LAMINATE ORACAL/PAR	000000	391.34
01-4217	VISIONARY LANDSCAPING	I-INV030388	101-4520-433	IMPROVEMENTS VEGETATION MANAGEMENT/PARKS	000000	2,270.00
01-4811	SETON	I-9348772526	101-4520-426	SUPPLIES (735) STAMPED ALUM TAGS/PARKS	000000	1,999.79
01-4857	VERIZON CONNECT	I-629000022770	101-4520-422	PROFESSIONAL DEC VEHICLE TRACKING SRVC/PRKS	000000	57.20
			DEPARTMENT 520 PARKS	TOTAL:		5,961.89
01-0418	BLACK HILLS PIONEER	I-600 - 2022	101-4640-423	PUBLISHING ORD.#1346 - AMEND ZONING MAP	000000	27.72
01-1725	QUILL CORPORATION	I-22120267	101-4640-426	SUPPLIES PENS PZ 2022	000000	48.33
01-2204	FERBER ENGINEERING COMP	I-J21-180.1	101-4640-422	PROFESSIONAL DWD PLAN ZONING GIS SUP 2021	000000	1,240.40

PACKET: 05627 COMBINED - 1/19/22
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: 640 PLANNING AND ZONING
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2204	FERBER ENGINEERING COMP	continued				
		I-J21-180.2	101-4640-422	PROFESSIONAL DWD PLAN ZONING GIS SUP 2021	000000	280.00
01-4566	ALL ASPECTS INC.LAND SU					
		I-2021-321A	101-4640-422	PROFESSIONAL SURVEY WORK FOREST AVE 2021	000000	1,330.00
01-4711	AMAZON CAPITAL SERVICES					
		I-19WX-3MKW-DLM7	101-4640-426	SUPPLIES FOLDERS - PZ '22	000000	8.61
01-4894	ASSOCIATION OF STATE FL					
		I-01/05/22	101-4640-422	PROFESSIONAL ANNUAL MEMBERSHIP-2022/ P&Z	000000	300.00
				DEPARTMENT 640 PLANNING AND ZONING	TOTAL:	3,235.06
				FUND 101 GENERAL FUND	TOTAL:	102,567.73

PACKET: 05627 COMBINED - 1/19/22

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
01-0467	CULLIGAN OF THE BLACK H					
		I-0015108	206-4550-426	SUPPLIES 5 GAL. BOTTLED WATER - LIBR	000000	12.50
01-1562	MIDWEST TAPE					
		I-501454140	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	85.45
		I-501486550	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	22.49
01-4625	FIB CREDIT CARDS					
		I-123121LIBRARYCCD	206-4550-424	PROGRAMMING HOLIDAY SUPPLIES - LIBRARY	000000	33.35
		I-123121LIBRARYCCD	206-4550-422	PROFESSIONAL MEMBERSHIPS-AM LIBR,PUBLIC LIB	000000	153.00
01-4711	AMAZON CAPITAL SERVICES					
		C-1F9X-7F9T-QNYH	206-4550-434	COLLECTION DE CREDIT CORRECTION - LIBRARY	000000	0.01-
		I-1FMP-9NJ6-YYQF	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	37.24
			DEPARTMENT 550	LIBRARY	TOTAL:	344.02
			FUND	206 LIBRARY FUND	TOTAL:	344.02

PACKET: 05627 COMBINED - 1/19/22

VENDOR SET: 01

Section 4 Item a.

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0251	RECREATION SUPPLY COMPA					
		I-448581	209-4510-426	SUPPLIES WHISTLES-LANYARDS/REC CENTER	000000	71.31
01-0418	BLACK HILLS PIONEER					
		I-77179, 78227	209-4510-423	PUBLISHING WINTER SPORTS-COMM PGS/REC	000000	55.50
01-0551	MENARD'S					
		C-22226	209-4510-433	IMPROVEMENTS GRN TREATED-AC2 TRT RETURN/REC	000000	185.44-
		I-21602	209-4510-433	IMPROVEMENTS DRYWALL-STUD-TREATED-CEDAR/REC	000000	1,235.98
		I-21704	209-4510-434	MACHINERY/EQU HAMMER TACKER-CEDAR/REC	000000	2,287.81
01-1558	ECOLAB PEST ELIMINATION					
		I-6093180	209-4510-422	PROFESSIONAL COCKROACH-RODENT PROGRAM/REC C	000000	94.05
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-822700	209-4510-425	REPAIRS (2) HZ BATTERY CCA 950/REC	000000	369.06
01-1909	AMERICAN RED CROSS TRAI					
		I-29007239	209-4510-426	SUPPLIES LIFEGUARDING DVD SET/REC CENTE	000000	164.28
01-2889	ATCO INTERNATIONAL					
		I-I0588207	209-4510-426	SUPPLIES SHINY-QUICKIES/REC CENTER	000000	610.20
01-3151	KONE CHICAGO					
		I-962094939	209-4510-422	PROFESSIONAL DEC ELEVATOR MAINT/REC CENTER	000000	165.38
01-3462	BSN SPORTS LLC					
		I-304749108	209-4510-426	SUPPLIES (4) WILSON EVO BASKETBALLS/REC	000000	276.00
01-3977	ACE HARDWARE OF LEAD					
		I-024359	209-4510-434	MACHINERY/EQU MICROWAVE 1100 W 1.6 CFT/REC	000000	143.99
01-4317	VIGILANT BUSINESS SOLUT					
		I-220110	209-4510-422	PROFESSIONAL SCREENING - REC CENTER	000000	185.00
01-4625	FIB CREDIT CARDS					
		I-12/31/21 CC PUB BL	209-4510-434	MACHINERY/EQU MANIKIN-LIFEPAK AED TRAINER/RE	000000	1,871.01
		I-12/31/21 CC PUB BL	209-4510-426	SUPPLIES DESK/REC CENTER	000000	565.73
		I-12/31/21 CC PUB BL	209-4510-426	SUPPLIES EXECUTIVE CHAIR/REC CENTER	000000	191.69
01-4711	AMAZON CAPITAL SERVICES					
		I-11VX-73GR-WTCH	209-4510-426	SUPPLIES MIFFLIN BADGE HOLDERS/REC CENT	000000	94.79
DEPARTMENT 510 REC CENTER					TOTAL:	8,196.34
FUND 209 BED & BOOZE FUND					TOTAL:	8,196.34

PACKET: 05627 COMBINED - 1/19/22

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
01-0418	BLACK HILLS PIONEER					
		I-605 - 2022	211-4630-422	PROFESSIONAL ORD.#1341 - AMEND BID #9	000000	106.26
				DEPARTMENT 630 BID #9	TOTAL:	106.26
				FUND 211 BID #9	TOTAL:	106.26

PACKET: 05627 COMBINED - 1/19/22

VENDOR SET: 01

FUND : 212 BID #8 (Business Improve)

DEPARTMENT: 630 BID 8

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3295	PANNIER					
		I-162167-1222	212-4630-423	MARKETING FIBERGLASS PANELS,ALUM FRAMES-	000000	3,588.00
01-3602	DEADWOOD GAMING ASSOCIA					
		I-122021	212-4630-422	PROFESSIONAL BID #8 CONTRIBUTION	000000	5,000.00
				DEPARTMENT 630 BID 8	TOTAL:	8,588.00
				FUND 212 BID #8 (Business Improve)	TOTAL:	8,588.00

PACKET: 05627 COMBINED - 1/19/22

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-DEC-011422	215-3000-699	MISC REVENUE SD DEPT. OF REVENUE	000000	0.00
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	0.00
01-3558	DEADWOOD HISTORY, INC.					
		I-122821	215-4572-235	VISITOR MGMT EDUCATION PROGRAMS 2021	000000	15,000.00
				DEPARTMENT 572 HP VISITOR MGMT AND INFO	TOTAL:	15,000.00
01-0578	TWIN CITY HARDWARE & LU					
		I-2112-170755	215-4573-335	HIST. INTERP. ARCHIVES SUPPLIES 2021	000000	49.89
01-1827	MS MAIL & MARKETING					
		I-12843	215-4573-335	HIST. INTERP. COPY HORSESHOE STUDY-ARCH 2021	000000	20.00
01-2014	TOMS, DON					
		I-LEDGER PROJ 1230	215-4573-335	HIST. INTERP. 1902 TAX RECORDS BK 2 OF 3 '21	000000	600.00
01-2204	FERBER ENGINEERING COMP					
		I-J21-162.3	215-4573-320	HIST. INTERP. GIS TCH SRV BUENA VSTA PRJ '21	000000	562.50
01-3584	FASSBENDER COLLECTION					
		I-060622	215-4573-385	HIST. INTERP. 2022 COLLECTION OPERATIONS	000000	20,000.00
01-4625	FIB CREDIT CARDS					
		I-123121HP	215-4573-330	HIST. INTERP. FULLER & BAKER PHOTOS 2021	000000	467.54
		I-123121HP	215-4573-335	HIST. INTERP. PHOTO - ARCHIVES 2021	000000	30.00
		I-123121HP	215-4573-335	HIST. INTERP. MM EXHIBIT SHIPPING 2021	000000	268.32
		I-123121HP	215-4573-335	HIST. INTERP. MM EXHIBIT SHIPPING 2021	000000	7.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1QGH-6CL6-1PT4	215-4573-335	HIST. INTERP. BOOK PHOTOG SUPPLIES ARCH '22	000000	138.53
		I-1WFJ-736Y-9R7X	215-4573-335	HIST. INTERP. ARCHIVES PHOTOG SUPPLIES 2021	000000	188.93
				DEPARTMENT 573 HP HISTORIC INTERPRETATIO	TOTAL:	22,332.71
01-0412	AMERICAN ENGINEERING TE					
		I-INV-050866	215-4576-600	PROFES. SERV. 49 CENTENNIAL RETAIN WALL '21	000000	330.10
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-392059	215-4576-600	PROFES. SERV. OFFSITE BKUP SVC - HP	000000	215.00
01-0776	ALBERTSON ENGINEERING,					
		I-16877	215-4576-600	PROFES. SERV. 49 CENTENNIAL RETAIN WALL 2021	000000	82.50
		I-16880	215-4576-600	PROFES. SERV. DAYS CROWS NEST ADDITION 2021	000000	593.42

PACKET: 05627 COMBINED - 1/19/22

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 576 HP PROFESSIONAL SERVICES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0776	ALBERTSON ENGINEERING,	continued				
	I-16881	215-4576-600	PROFES. SERV. DENVER AVE RECONSTRUC 2021	000000	330.00	
			DEPARTMENT 576	HP PROFESSIONAL SERVICES TOTAL:	1,551.02	

01-0551	MENARD'S					
	I-21601	215-4577-735	CAPITAL ASSET 5X5X18KRFT 1/2OSB VIPGS 2021	000000	560.40	
	I-22228	215-4577-735	CAPITAL ASSET 1-MNFR 15 RD CDR VIP BAR 2022	000000	578.70	
01-0578	TWIN CITY HARDWARE & LU					
	I-2201-171494	215-4577-735	CAPITAL ASSET 1-HNGE 6-BRL BLT VIP BAR 2022	000000	26.98	
01-1225	CAI CONSTRUCTION, LLC					
	I-TWO	215-4577-755	CAPITAL ASSET DENVER AVE RECONSTRUCT 2021	000000	64,830.00	
01-1483	KNECHT HOME CENTER					
	I-7115350	215-4577-735	CAPITAL ASSET 2-WOODGRAIN VIP GRNDSTND '21	000000	220.00	
	I-7115382	215-4577-735	CAPITAL ASSET 12-PINE36-FIR VIP GRNDSTND '21	000000	990.00	
01-1488	O'CONNOR COMPANY					
	I-535796	215-4577-800	CAPITAL ASSET 5 STEAM CYLINDER DAYS MUS 2021	000000	1,603.14	
01-1983	G&H DISTRIBUTING OF RAP					
	I-00217253	215-4577-800	CAPITAL ASSET MEZZANINE DAYS MUSEUM - 2021	000000	9,696.86	
01-3956	ADAMS SALVAGE RECYCLING					
	I-2562	215-4577-735	CAPITAL ASSET 4 FRIDG W/FREON VIPGS 2022	000000	160.01	
01-4057	VIEHAUSER ENTERPRISES,					
	I-37356	215-4577-735	CAPITAL ASSET LOCK DEADBLT CROWS NEST 2022	000000	194.94	
			DEPARTMENT 577	HP FIXED CAPITAL ASSETS OTOTAL:	78,861.03	

01-1437	SD DEPT. OF TOURISM					
	I-010722	215-4641-427	TRAVEL	REGISTRATION - J MCKEOWN '22	000000	300.00
	I-122321	215-4641-427	TRAVEL	REGISTRATION - A MOSHER '21	000000	250.00
	I-122321	215-4641-427	TRAVEL	REGISTRATION - J FOGLE '21	000000	250.00
	I-122321	215-4641-427	TRAVEL	REGISTRATION - M JOHNSON '21	000000	250.00
	I-122321	215-4641-427	TRAVEL	REGISTRATION - L NUCKLES '21	000000	250.00
	I-122321	215-4641-427	TRAVEL	REGISTRATION - T PEARSON '21	000000	250.00
	I-122321	215-4641-427	TRAVEL	REGISTRATION - T SANFORD '21	000000	250.00
	I-122321	215-4641-427	TRAVEL	REGISTRATION - R CARMODY '21	000000	250.00
	I-122321	215-4641-427	TRAVEL	REGISTRATION - J RUSSELL '21	000000	250.00
01-1725	QUILL CORPORATION					
	I-22120267	215-4641-426	SUPPLIES	PENS HP 2022	000000	48.33

PACKET: 05627 COMBINED - 1/19/22

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
01-1827	MS MAIL & MARKETING					
		I-12819HP	215-4641-423	PUBLISHING JANUARY NEWSLETTER - 2021	000000	645.31
01-3373	AMAZON WEB SERVICES					
		I-926504877	215-4641-428	UTILITIES WEB SERV 12/1/21-12/31/21 '21	000000	197.89
01-4625	FIB CREDIT CARDS					
		I-123121HP	215-4641-426	SUPPLIES ERROR PURCHASE KK 2021	000000	20.22
		I-123121HP	215-4641-426	SUPPLIES PRIME MEMBERSHIP 2021	000000	119.00
		I-123121HP	215-4641-426	SUPPLIES 15FT & 25FT HDMI CABLES 2021	000000	48.99
01-4711	AMAZON CAPITAL SERVICES					
		I-19WX-3MKW-DLM7	215-4641-426	SUPPLIES CAMERA BAG - HP '22	000000	16.99
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						3,396.73
FUND 215 HISTORIC PRESERVATION TOTAL:						121,141.49

PACKET: 05627 COMBINED - 1/19/22

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1089	CVD CONSTRUCTION INC.					
		I-8373	216-1310	DUE FROM OTHE 715 MAIN MASONIC CENTER	000000	126,287.25
01-4726	KNECHT HOME CNTR-GRANTS					
		I-7119173	216-1310	DUE FROM OTHE 74 VAN BUREN FASNACHT	000000	24.56
		I-7128228	216-1310	DUE FROM OTHE 74 VAN BUREN FASNACHT	000000	11.67
		I-7146498	216-1310	DUE FROM OTHE 74 VAN BUREN FASNACHT	000000	23.03
01-4782	SJOMELING, DAN & SHAUNN					
		I-101207	216-1310	DUE FROM OTHE SJOMELING, DAN & SHAUNNA	000000	206.60
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 126,553.11
01-0558	NHS OF THE BLACK HILLS					
		I-2021-12	216-4653-960	CLOSING CO CLIENT CREDIT REPORTS	000000	296.03
		I-2021-12-1	216-4653-422	PROFESSIONAL SERVICE CONTRACT DEC 21	000000	3,000.00
01-1496	LAWRENCE CO. REGISTER O					
		I-010722	216-4653-960	CLOSING CO REC FEE 57 LINCOLN TRENTZ	000000	30.00
01-2164	ONE WAY SERVICE PROS					
		I-19904	216-4653-962-01	SPECIAL NEEDS 14 LINCOLN DENNIS	000000	8,821.76
				DEPARTMENT 653	REVOLVING LOAN	TOTAL: 12,147.79
				FUND	216	REVOLVING LOAN
						TOTAL: 138,700.90

PACKET: 05627 COMBINED - 1/19/22

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
01-0418	BLACK HILLS PIONEER					
		I-603 - 2022	602-4330-423	PUBLISHING/BA ORD #1342 - AMEND WATER SYSTEM	000000	26.80
01-0539	LEAD-DEADWOOD SANITARY					
		I-12/31/21 EQR	602-4330-422	PROFESSIONAL DECEMBER EQR/WATER	000000	25,140.47
01-0561	SOUTH DAKOTA 811					
		I-SD21-03260	602-4330-422	PROFESSIONAL JULY-AUG FAX-MSG FEES/WATER	000000	40.88
		I-SD21-04011	602-4330-422	PROFESSIONAL OCT-DEC FAX MSG FEES/WATER	000000	32.48
01-1235	BADGER METER, INC.					
		I-80087662	602-4330-422	PROFESSIONAL BEACON MBL HOSTING SERVICE/WTR	000000	49.26
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-822695	602-4330-426	SUPPLIES FOG LAMP-NEW CAR SCENT/WTR	000000	8.48
		I-32-823250	602-4330-426	SUPPLIES 92282 STANDARD MIN/WATER	000000	2.09
01-1827	MS MAIL & MARKETING					
		I-12819	602-4330-426	SUPPLIES PRINTING WATER BILL ENVELOPES	000000	250.00
		I-12819	602-4330-426	SUPPLIES UTILITY BILL MAILING - DEC.	000000	314.76
01-4857	VERIZON CONNECT					
		I-629000022770	602-4330-422	PROFESSIONAL DEC VEHICLE TRACKING SRVC/WTR	000000	57.20
01-4860	WEST RIVER TRAILER SALE					
		I-1301	602-4330-426	SUPPLIES JACKSTAND/WATER	000000	99.99
DEPARTMENT 330 WATER					TOTAL:	26,022.41
FUND 602 WATER FUND					TOTAL:	26,022.41

PACKET: 05627 COMBINED - 1/19/22

VENDOR SET: 01

FUND : 603 SEWER FUND

DEPARTMENT: 325 SEWER

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-604 - 2022	603-4325-422	PROFESSIONAL ORD#1343-AMEND SEWER SVC SYS	000000	19.40
				DEPARTMENT 325 SEWER	TOTAL:	19.40
				FUND 603 SEWER FUND	TOTAL:	19.40

PACKET: 05627 COMBINED - 1/19/22

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0508	GALLS, LLC					
		I-020054378	610-4360-426	SUPPLIES UNIFORM BOOTS - P&T	000000	139.99
01-1515	RAPID DELIVERY					
		I-453431	610-4360-426	SUPPLIES SUMMIT SIGNS DELIVERY/P&T	000000	15.30
01-4625	FIB CREDIT CARDS					
		I-12/31/21 CC PUB BL	610-4360-425	REPAIRS UPS STORE NDA SAVER RETURN	000000	99.01
01-4766	IPS GROUP INC					
		I-INV67413	610-4360-422-02	PROFESSIONAL DEC CC TRANS FEES/P&T	000000	1,261.07
		I-INV67467	610-4360-422-02	PROFESSIONAL GATEWAY-CC FEES/P&T	000000	487.44
		I-INV67467	610-4360-422	PROFESSIONAL MAINT-ISSUANCE FEES/P&T	000000	2,029.20
				DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:		4,032.01
01-1503	BLACK HILLS SPECIAL SER					
		I-28632	610-4361-422	PROFESSIONAL DEC TROLLEY CLEANING CONT/TROL	000000	2,050.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-822542	610-4361-426	SUPPLIES 22-16 GA NYLON BUT/TROLLEY	000000	8.68
		I-32-822901	610-4361-426	SUPPLIES REFLECTOR/TROLLEY	000000	20.35
		I-32-823186	610-4361-426	SUPPLIES LICENSE LIGHT-SCOTCH SUPER/TRO	000000	144.72
		I-32-823574	610-4361-426	SUPPLIES RADIATOR CAP-BEAM-ZEREX/TROLLE	000000	43.75
		I-32-823576	610-4361-426	SUPPLIES (2) PURPLE WASH FLUID/TROLLEY	000000	8.78
01-3654	SPEARFISH AUTO SUPPLY					
		I-214620	610-4361-426	SUPPLIES DISC BRAKE PAD/TROLLEY	000000	94.88
01-4895	KEY CITY GLASS					
		I-037828	610-4361-425	REPAIRS CLEAR SAFETY PLATE/TROLLEY	000000	185.00
				DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:		2,556.16
01-0429	BLACK HILLS ENERGY					
		I-POWER 01/03/22	610-4362-428	UTILITIES 20 WABASH ST LIGHTS	000000	32.29
01-3151	KONE CHICAGO					
		I-962094939	610-4362-422	PROFESSIONAL DEC ELEVATOR MAINT/RAMP	000000	165.38
				DEPARTMENT 362 BROADWAY GARAGE TOTAL:		197.67
				FUND 610 PARKING/TRANSPORTATION TOTAL:		6,785.84

PACKET: 05627 COMBINED - 1/19/22

VENDOR SET: 01

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-DEC-011422	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000	2,662.09
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	2,662.09
			FUND	722 SALES TAX AGENCY	TOTAL:	2,662.09

PACKET: 05627 COMBINED - 1/19/22

VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGNCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING					
		I-01/12/22	723-4000-429	OTHER CITY SLOTS - PYMT 7, YR 1	000000	29,829.55
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	29,829.55
				FUND 723 NICKEL SLOT PAYMENT AGNCY	TOTAL:	29,829.55
					REPORT GRAND TOTAL:	444,964.03

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



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

MEMORANDUM

Date: January 13, 2022
To: City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: 2022 ESRI GIS Software Maintenance Schedule

The maintenance for the ESRI GIS software is due for 2022 (attached). The maintenance agreement runs from April 5, 2022 through April 4, 2023. This is the annual fee and provides upgrades, maintenance and technical support for the software. This office is working closely with Ferber Engineering, Inc. and ESRI to utilize current technology by converting our licenses to an on-line platform which will allow greater integration into other departments and additional users within those departments. The below breakdown represents the current configuration but may change slightly as this transformation to on-line usage develops. This represents the maximum price for this year's annual maintenance agreement.

Below is a breakdown of the City Departments and users of GIS. The maintenance fees for each department are the responsibilities of that department per the budgeting process. The Fire Department contracts directly with ESRI for their GIS maintenance and upgrades.

Historic Preservation

Server	ArcGIS for Desktop Advanced	\$3,000.00
Concurrent	Historic Preservation Officer	\$500.00
Concurrent	Archivist	\$500.00
ArcGIS	Business Analyst	\$500.00
Server	ArcGIS Enterprise Server	<u>\$5,000.00</u>
<i>Subtotal</i>		\$9,500.00

Public Works

Concurrent	Public Works Station	\$700.00
Single	Building Inspector	<u>\$400.00</u>
<i>Subtotal</i>		\$1,100.00

Planning & Zoning

Single	Zoning Administrator	\$400.00
ArcGIS	Online Viewer	\$100.00
Concurrent	Administrative Assistant	<u>\$500.00</u>
<i>Subtotal</i>		\$1,000.00

Parking & Transportation

ArcGIS	GeoEvent Server (Trolley Tracker)	\$5,000.00
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GIS Maintenance Total \$16,600.00

Recommended Motion: *Move to approve the various departments share of the GIS Maintenance package for 2022 at a total cost of \$16,600.00 as budgeted.*



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 01/04/2022
To: Kevin Kuchenbecker
Organization: City of Deadwood
Planning & Preservation Office
Fax #: 605-578-2084 **Phone #:** 605-578-2082

From: Alan Chrest
Fax #: 909-307-3083 **Phone #:** + 19097932853 Ext. 2857
Email: achrest@esri.com

Number of pages transmitted
(including this cover sheet): 5

Quotation #26059789
Document Date: 01/04/2022

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: + 190979328532857
Fax #: 909-307-3083

Section 6 Item a.

Quotation

Date: 01/04/2022

Quotation Number: 26059789

City of Deadwood
Planning & Preservation Office
102 Sherman St
Deadwood SD 57732
Attn: Kevin Kuchenbecker

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Alan Chrest

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Customer Number: 272559

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 04/05/2022 End Date: 04/04/2023	3,000.00	3,000.00
1010	1	87194 ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 04/05/2022 End Date: 04/04/2023	700.00	700.00
2010	3	87195 ArcGIS Desktop Basic Concurrent Use Secondary Maintenance Start Date: 04/05/2022 End Date: 04/04/2023	500.00	1,500.00
3010	2	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 04/05/2022 End Date: 04/04/2023	400.00	800.00
4010	1	153147	100.00	100.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Alan Chrest

Ext: 2857

[CSBATCHDOM]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



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Redlands, CA 92373
Phone: + 190979328532857
Fax #: 909-307-3083

Section 6 Item a.

Quotation

Page 2

Date: 01/04/2022

Quotation Number: 26059789

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Online Viewer (Formerly Named User Level 1) Term License Start Date: 04/05/2022 End Date: 04/04/2023		
5010	5	178627 ArcGIS Business Analyst Web App Advanced Online Term License (Promotional Period) Start Date: 04/05/2022 End Date: 04/04/2023	100.00	500.00
6010	1	161328 ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 04/05/2022 End Date: 04/04/2023	5,000.00	5,000.00
7010	1	161337 ArcGIS GeoEvent Server Up to Four Cores Maintenance Start Date: 04/05/2022 End Date: 04/04/2023	5,000.00	5,000.00
			Item Subtotal	16,600.00
			Estimated Tax	0.00
			Total	USD 16,600.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

[CSBATCHDOM]


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Fax #: 909-307-3083

Quotation

Page 3

Date: 01/04/2022

Quotation Number: 26059789

Item	Qty	Material#	Unit Price	Extended Price
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Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization
- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.

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Fax #: 909-307-3083

Quotation

Page 4

Date: 01/04/2022

Quotation No: 26059789

Customer No: 272559

Item	Qty	Material#	Unit Price	Extended Price
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US FEDERAL CUSTOMERS: If you are a federal customer or a contractor purchasing on behalf of a federal customer a purchase order is required to receive an invoice. Please email the purchase order to service@esri.com

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD _____ plus sales tax, if applicable.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title

[CSBATCHDOM]

OFFICE OF
PLANNING, ZONING AND
HISTORIC PRESERVATION
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Fax (605) 578-2084



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

MEMORANDUM

Date: January 13, 2022
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: 2022 City of Deadwood Ledger Indexing Project

The City Archives is requesting permission to enter into a contract with Donald Toms of Lead, South Dakota to index the Lawrence County Tax Records (1902 – 1915) as part of the 2022 ledger indexing project. In 2022 Archives budget, the Deadwood Historic Preservation Commission allocated \$8,000.00 to index the next installment of the Lawrence County ledgers that have been microfilmed and digitized in 2020.

These tax ledgers provide a tremendous amount of insight into the families that once lived in Deadwood and Lawrence County. If approved, the City Attorney will develop a contract for this project.

The Historic Preservation Commission reviewed this request at their January 27, 2021 meeting and recommend approval.

RECOMMENDATION:

Move to allow the City Archives to enter a contract with Donald Toms, independent contractor, to index the Lawrence County Tax Records (1902-1915) as part of the 2022 ledger indexing project. The cost for this project will not exceed the amount of \$8,000.00. This is a 2022 City Archives budgeted project.

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kevin@cityofdeadwood.com

MEMORANDUM

Date: January 13, 2022
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: **2022 City of Deadwood Oral History Project**

The City Archives is requesting permission to hire Jaci Conrad Pearson to collect and transcribe (10) oral histories as part of the 2022 Archives budget. The Deadwood Oral History Project is in its seventeenth year and has recorded and collected 172 individual histories. Topics include longtime residents, Deadwood High School Alumni, the advent of legalized gaming, former City and Historic Preservation commissioners, former Homestake Slime Plant employees and the development of the Michelson Trail.

The Historic Preservation Commission reviewed this at their January 12, 2022 meeting and recommend entering into a contract with Jaci Conrad Pearson to collect and transcribe oral histories for 2022 for an amount not to exceed \$6,750.00.

RECOMMENDATION:

Move to allow the City Archives to enter a contract with Jaci Conrad Pearson, independent contractor, to collect and transcribe (10) oral histories as part of the 2022 oral history project. The cost for this project will not to exceed the amount of \$6,750.00 and will come out of the 2022 Archives budget.

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Kevin Kuchenbecker
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kevin@cityofdeadwood.com

MEMORANDUM

Date: January 14, 2022
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Funding for Carriage Maintenance Project

The Historic Preservation Office has been approached by the Days of 76 and Deadwood History Inc. for financial support to assist in maintaining and repairing various carriages in the historic collection. As part of the 100th Celebration of the Days of 76 Rodeo more carriages will be in need as this will be the biggest rodeo and parade Deadwood has every seen. In an effort to provide needed maintenance and repairs to these carriages, the Historic Preservation Commission is being asked to provide financial support for this project. The estimated cost is \$12,000.00 and the expenses would be split between the Historic Preservation Commission, Days of 76, and Deadwood History Inc.

The Historic Preservation Commission reviewed this request at their January 12, 2022 meeting and recommend to the City Commission to support the carriage maintenance project for an amount not to exceed \$4,000.00 to be paid out of the Public Education line item.

MOTION:

Move to approve the carriage maintenance project for an amount not to exceed \$4,000.00 to be paid out of the Public Education line item.

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Telephone (605) 578-2082
kevin@cityofdeadwood.com

MEMORANDUM

Date: January 13, 2022
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Mollusk and shell analysis project from 2001 to 2004 Deadwood Chinatown archaeological excavations

The City Archives is requesting permission to enter into a contract with Robert Warren, Illinois State Museum Research & Collections Center, 1011 East Ash, Springfield, IL. 62703 to identify freshwater and saltwater specimens recovered from the 2001 to 2004 Deadwood Chinatown archaeological investigation in Deadwood, South Dakota. As part of this contract Warren will identify and produce a written report on this assemblage to be used in the City archaeological collection. Upon completion of this project, Warren will be paid One Thousand and Five Hundred Dollars (\$1,500.00). Funds for this project will be taken out of the HP 2022 archaeology budget. The contract and photograph of the assemblage is attached to this memorandum.

The Historic Preservation Commission reviewed this request at their January 12, 2022 meeting and recommend entering into a contract with Robert Warren, Illinois State Museum Research and Collections Center to identify freshwater and saltwater specimens recovered from the 2001 to 2004 Deadwood Chinatown archaeological investigation to be paid \$1,500.00 out of the 2022 archaeology budget.

MOTION:

Move to allow the City Archives to enter into a contract with Robert Warren, Illinois State Museum Research & Collections Center to identify freshwater and saltwater specimens recovered from the 2001 to 2004 Deadwood Chinatown archaeological investigation. The cost for this project will not exceed the amount of \$1,500.00 and funding will come from the 2022 archaeology line item.

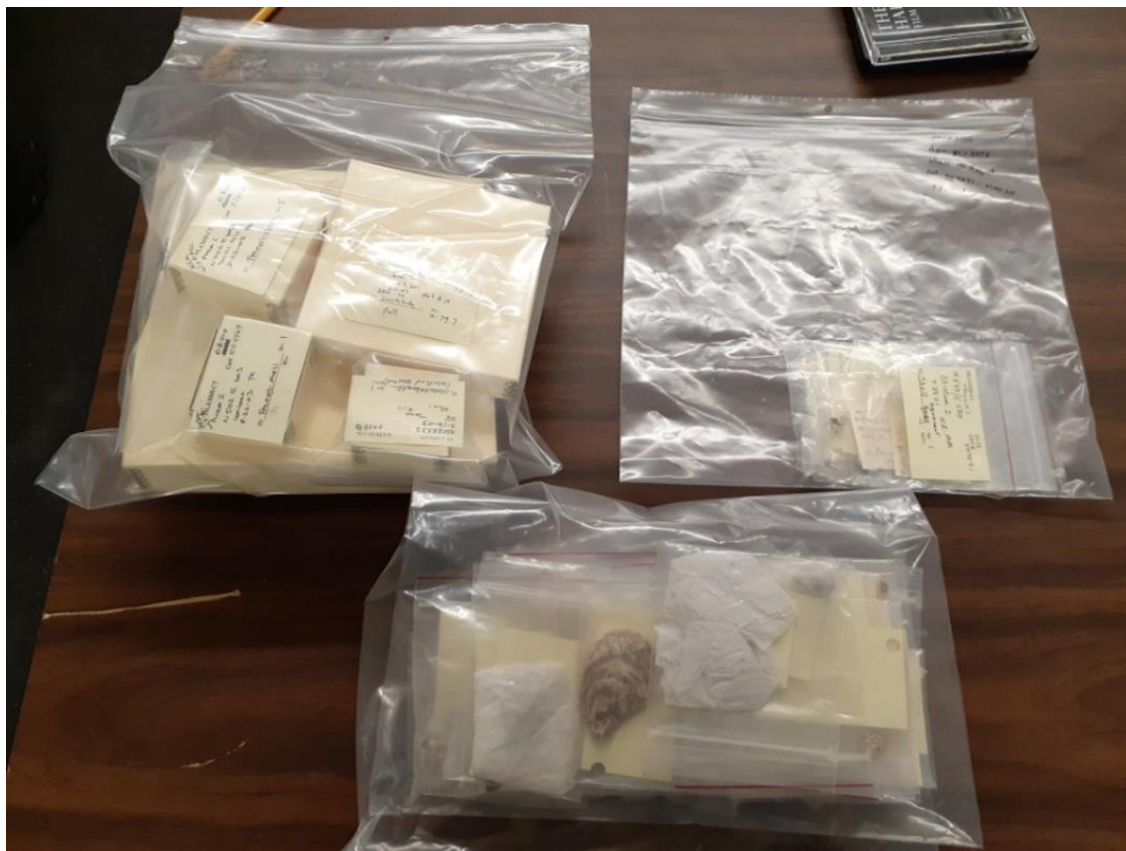


Image #01 overview of freshwater and saltwater mollusks and shells from the 2001 to 2004 Chinatown excavation.

**CONTRACT FOR SHELL & MOLLUSK IDENTIFICATION
AND REPORT**

This AGREEMENT is made by and between the Deadwood Historic Preservation Commission, a department of the City of Deadwood (hereinafter referred to as “**CITY**”) and Robert Warren, Illinois State Museum Research & Collections Center, 1011 East Ash, Springfield, IL. 62703 hereinafter referred to as Independent Contractor or “**IC**”).

WHEREAS, **IC** has agreed to provide shell and mollusk analysis, which includes the identification of freshwater and saltwater specimens recovered from the 2001 to 2004 Deadwood Chinatown archaeological investigation in Deadwood, South Dakota.

WHEREAS, the **CITY** has agreed to compensate **IC** for their services in the total sum of One Thousand and Five Hundred Dollars (\$1,500.00).

Under this agreement, the parties agree that it will be **IC’S** responsibility to provide their own office space and equipment and pay their own social security and insurance.

All original specimens associated with this project will be returned to Michael Runge, Collections Manager at the City of Deadwood, 108 Sherman Street, Deadwood, SD 57732 no later than December 31, 2022.

The final report and any associated paperwork relating to this project will be sent to the City of Deadwood Archives, 108 Sherman Street, Deadwood, South Dakota upon completion of the project.

It is anticipated by the parties that **IC** shall provide shell and mollusk analysis and submit their findings in a final written report, which includes identification and geographical location of freshwater and saltwater specimens recovered from the 2001 to 2004 Deadwood Chinatown archaeological investigation in Deadwood, South Dakota by December 31, 2022 for the total sum of One Thousand and Five Hundred Dollars (\$1,500.00).

IC may not subcontract any portion of this contract or any portion of the work. The **CITY** may terminate this contract for cause upon a five (5) day written notice. **IC** may terminate this contract for any reason upon thirty (30) day written notice.

In performance of this work hereunder, **IC** is an independent contractor and shall not be construed as creating a relationship of principal and agent, or employer and employee between **CITY** and **IC**.

IC shall not have any authority to hire any person on behalf of **CITY** or to charge any amounts to **CITY**.

WHEREFORE, **CITY** and **IC** wish to provide the following agreement:

1. **IC** shall provide analysis, which includes the identification of shell and mollusk specimens and submit a final report as related to the identification of said specimens recovered during the 2001 to 2004 Chinatown archaeological investigation in Deadwood, South Dakota;

2. The parties agree that it is **IC'S** responsibility to comply with all local and state laws relating to workmen's compensation, register, report, and pay all necessary taxes and insurance including, but not limited to Social Security, FICA, Unemployment Insurance, comply with the Equal Employment Opportunities Act;
3. **IC** shall provide their own office space, equipment and materials to meet the requirements of this agreement;
4. **IC** may not subcontract any portion of this contract or any portion of the work;
5. **IC** shall submit a final report as related to the identification of shell and mollusk specimens recovered during the 2001 to 2004 Chinatown archaeological investigation by December 31, 2022 for the total sum of One-Thousand and Five Hundred Dollars (\$1,500.00).
6. **IC** is an independent contractor and this contract shall not be construed as creating any type of relationship including but not limited to, principal and agent or employer and employee between **CITY** and **IC**. **IC** does not have authority to hire any person on behalf of **CITY**;

7. **IC** shall indemnify, defend and hold harmless **CITY**, its employees and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expense including attorney's fees arising out of or in connection with any conduct or work of **IC** as set forth in this agreement;
8. Upon **IC** providing a finished report, **CITY** shall pay the total sum of One-Thousand and Five Hundred Dollars (\$1,500.00) to **IC** for their services;
9. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota; and
10. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

Dated this ____ day of _____, 2022.

CITY OF DEADWOOD

By _____
David R. Ruth, Jr., Mayor

ATTEST:

Jessica McKeown
City Finance Officer

Dated this ____ day of _____, 2022.

ROBERT WARREN

INDEPENDENT CONTRACTORS

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2022, before me, the undersigned officer, personally appeared Angie IC, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she 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) 578-2084



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

MEMORANDUM

Date: January 13, 2022
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Floral Analysis from 40 Taylor Avenue

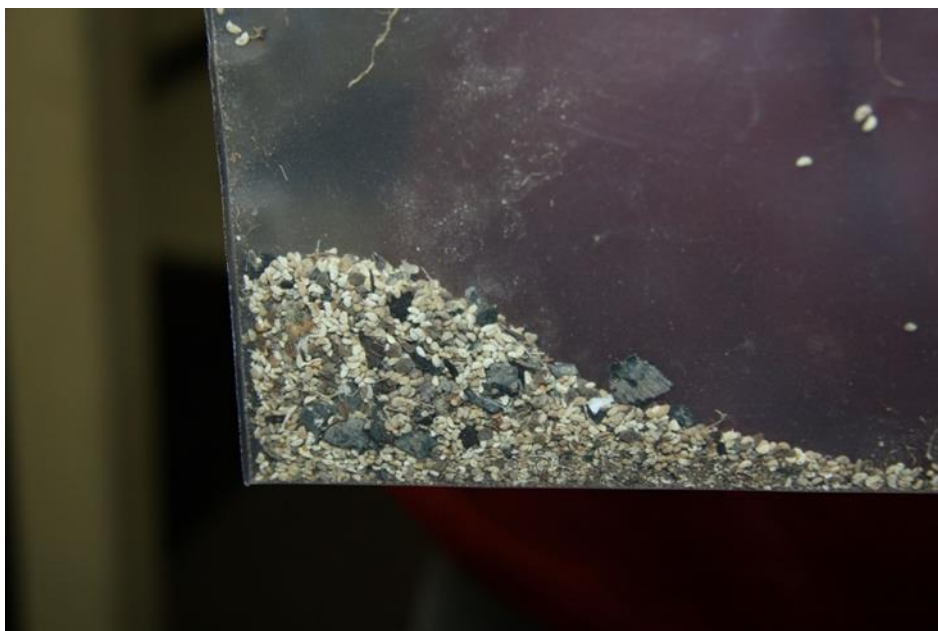
The City Archives is requesting permission to enter into a contract with Benjamin Shreves, Black Hills State University Herbarium, 1200 University Street, Unit 9008, Spearfish, SD 57799 to identify native and introduced floral specimens recovered from the October 2021 privy feature located at 40 Taylor Avenue. As part of this contract Shreves will sort, identify and produce a written report on this botanical assemblage to be used in the City archaeological collection. Upon completion of this project, Shreves will be paid One Thousand and Five Hundred Dollars (\$1,500.00). Funds for this project will be taken out of the HP 2022 archaeology budget. The contract and photographs of the assemblage are attached to this memorandum.

The Historic Preservation Commission reviewed this request at their January 12, 2022 meeting and recommend entering into a contract with Benjamin Shreves, Black Hills State University Herbarium, to identify native and introduced floral specimens recovered at 40 Taylor Avenue to be paid \$1,500.00 out of the 2022 archaeology budget.

MOTION:

Move to allow the City Archives to enter into a contract with Benjamin Shreves, Black Hills State University Herbarium to identify native and introduced floral specimens recovered from the October 2021 privy feature located at 40 Taylor Avenue. The cost for this project will not exceed the amount of \$1,500.00 and funding will come from the 2022 archaeology line item.

Images #01 and 02 overview of the floral specimens to be sorted and identified by Benjamin Shreves.



**CONTRACT FOR FAUNAL IDENTIFICATION
AND REPORT**

This AGREEMENT is made by and between the Deadwood Historic Preservation Commission, a department of the City of Deadwood (hereinafter referred to as “**CITY**”) and Benjamin Shreves, Black Hills State University Herbarium, 1200 University Street, Unit 9008, Spearfish, SD 57799-9008 (hereinafter referred to as Independent Contractor or “**IC**”).

WHEREAS, **IC** has agreed to provide floral analysis, which includes seed identification of both native and introduced specimens from the privy feature recovered from 40 Taylor Avenue in Deadwood, South Dakota.

WHEREAS, the **CITY** has agreed to compensate **IC** for their services in the total sum of One Thousand and Five Hundred Dollars (\$1,500.00).

Under this agreement, the parties agree that it will be **IC’S** responsibility to provide their own office space and equipment and pay their own social security and insurance.

All original specimens associated with this project will be returned to Michael Runge, Collections Manager at the City of Deadwood, 108 Sherman Street, Deadwood, SD 57732 no later than December 31, 2022.

The final report and any associated paperwork relating to this project will be sent to the City of Deadwood Archives, 108 Sherman Street, Deadwood, South Dakota upon completion of the project.

It is anticipated by the parties that **IC** shall provide faunal analysis, which includes seed identification of both native and introduced specimens from the privy feature recovered from 40 Taylor Avenue in Deadwood, South Dakota by December 31, 2022 for the total sum of One Thousand and Five Hundred Dollars (\$1,500.00).

IC may not subcontract any portion of this contract or any portion of the work. The **CITY** may terminate this contract for cause upon a five (5) day written notice. **IC** may terminate this contract for any reason upon thirty (30) day written notice.

In performance of this work hereunder, **IC** is an independent contractor and shall not be construed as creating a relationship of principal and agent, or employer and employee between **CITY** and **IC**.

IC shall not have any authority to hire any person on behalf of **CITY** or to charge any amounts to **CITY**.

WHEREFORE, **CITY** and **IC** wish to provide the following agreement:

1. **IC** shall provide botanical analysis, which includes seed identification and submit a final report as related to the seed identification recovered at 40 Taylor Avenue in Deadwood, South Dakota;

2. The parties agree that it is **IC'S** responsibility to comply with all local and state laws relating to workmen's compensation, register, report, and pay all necessary taxes and insurance including, but not limited to Social Security, FICA, Unemployment Insurance, comply with the Equal Employment Opportunities Act;
3. **IC** shall provide their own office space, equipment and materials to meet the requirements of this agreement;
4. **IC** may not subcontract any portion of this contract or any portion of the work;
5. **IC** shall submit a final report as related to the seed identification recovered at 40 Taylor Avenue by December 31, 2022 for the total sum of One-Thousand and Five Hundred Dollars (\$1,500.00).
6. **IC** is an independent contractor and this contract shall not be construed as creating any type of relationship including but not limited to, principal and agent or employer and employee between **CITY** and **IC**. **IC** does not have authority to hire any person on behalf of **CITY**;
7. **IC** shall indemnify, defend and hold harmless **CITY**, its employees and authorized representatives from and against any and all suits, claims, actions,

legal and administrative proceedings, demands, damages, liabilities, costs and expense including attorney's fees arising out of or in connection with any conduct or work of **IC** as set forth in this agreement;

8. Upon **IC** providing a finished report, **CITY** shall pay the total sum of One-Thousand and Five Hundred Dollars (\$1,500.00) to **IC** for their services;
9. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota; and
10. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

Dated this ____ day of _____, 2022.

CITY OF DEADWOOD

By _____
David R. Ruth, Jr., Mayor

ATTEST:

Jessica McKeown

City Finance Officer

Dated this ____ day of _____, 2022.

BENJAMIN SHREVES

INDEPENDENT CONTRACTORS

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2022, before me, the undersigned officer, personally appeared Angie IC, known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that she 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: _____



Department of Transportation
Division of Finance and Management

700 E. Broadway
 Pierre SD 57501-2586
 605/773-3265 FAX: 605/773-2804

INVOICE S00122048

12/20/2021

10496
 DEADWOOD CITY AUDITOR
 102 SHERMAN ST
 DEADWOOD SD 57732-1309

Description

Progress Billing

Amount due the South Dakota Department of Transportation for share of costs paid
 by the State in connection with Project NH014A(15) 41 04FA

US 14A - Fm Railroad Ave to E of the Jct of US85 in Deadwood

Participating highway work	31,201.06	31,201.06
Share %	100.00	
		31,201.06
Less: Previous Billed		(26,488.00)
		4,713.06
Amount Due this Invoice		4,713.06

PLEASE CUT ON THE LINE AND SEND WITH YOUR PAYMENT

Remit To: Finance Office
 SD Department of Transportation
 700 E Broadway
 Pierre SD 57501-2586

10496
 DEADWOOD CITY AUDITOR
 102 SHERMAN ST

DEADWOOD SD 57732-1309
 Invoice: S00122048
 Date 12/20/2021
 Due Date 12/21/2021

I declare and affirm under the penalties of perjury that this claim has
 been examined by me, and to the best of my knowledge and belief, is in
 all things true and correct.

Mary Hoyt 605-773-4287 12/23/2021

Authorization

Date

Amount Remitted:

Customer: 10496
DEADWOOD CITY AUDITOR
102 SHERMAN ST
DEADWOOD SD 57732-1309

Invoice: S00122048
12/20/2021

NH014A(15) 41 04FA

US14A - Fm Railroad Ave to E of the Jct. of US85 in Deadwood

Participating

Construction Engineering

148,657.64

DOT Forces (34xx)

182,407.64

Liquidated Damages (3495)

-33,750.00

Contracts

1,883,362.65

Contracts (3500)

1,883,362.65

Preliminary Engineering

118,212.14

DOT Forces (30xx & 31xx)

118,212.14

2,150,232.43

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



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

MEMORANDUM

Date: January 13, 2022
To: City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Permission to pay Gardner Construction, LLC Invoice

Staff is requesting permission to pay Gardner Construction, LLC invoice 2270 dated 12/28/21 for hauling 10 loads (142.23 ton) of base for repair/improvements to a City retaining wall holding up the street on Spring Street in the amount of \$2,583.44 to be paid from the 2021 HP Capital Assets Retaining Wall.

RECOMMENDATION

Recommend approval to pay Gardner Construction, LLC invoice 2270 dated 12/28/21 for hauling 10 loads (142.23 ton) of base for repair/improvements to a City retaining wall holding up the street on Spring Street in the amount of \$2,583.44 to be paid from the 2021 HP Capital Assets Retaining Wall.



GARDNER
CONSTRUCTION, LLC
605.920.8719

PO Box 742
Lead, SD 57754

Section 6 Item r.

INVOICE

Date	Invoice#
12/28/2021	2270

City of Deadwood
102 Sherman St
Deadwood, SD 57732

P.O. No.	Terms	Project
	Net 15	

Item	Description	Quantity	Rate	Amount
Hauling Material	Hauled 10 loads of base for building wall	1	850.00	850.00
	10 loads, 142.23 ton of base	1	1,733.44	1,733.44T
	Sales Tax		0.00%	0.00
				:
Thank you for your business.			Total	\$2,583.44

There will be late fee charge of 1.5% per month or a minimum of \$5 on all past due balances that are not paid within the terms of your account. Reasonable Collection and Attorney's Fees will be assessed to all accounts placed for collection.

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



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

MEMORANDUM

Date: January 13, 2022
To: City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Permission to pay Menards Invoice

Staff is requesting permission to pay Menards invoice 21600 dated 12/29/21 for an Ideal garage door for the Days of '76 crows nest project in the amount of \$3,907.98 to be paid from the 2021 HP Capital Assets rodeo grounds line item.

RECOMMENDATION

Recommend approval to pay Menards invoice 21600 dated 12/29/21 for an Ideal garage door for the Days of '76 crows nest project in the amount of \$3,907.98 to be paid from the 2021 HP Capital Assets rodeo grounds line item.

* GUEST COPY *

GOV CITY OF DEADWOOD
102 SHERMAN

DEADWOOD
FAX #

SD 57732

MENARDS - RAPID CITY
710 N Creek Dr
Rapid City, SD 57703

INVOICE # 21600

ACCOUNT : 31330302

TRANSACTION DATE : 12/29/21
TRANSACTION TIME : 93057
REGISTER NUMBER : 8
SIGNER : PUB Troy Jassman

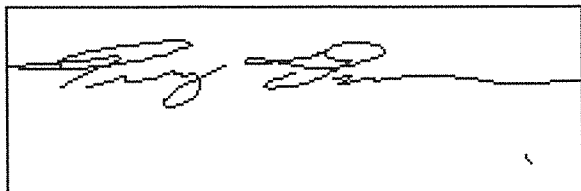
TRANSACTION # : 4262
PURCHASE ORDER # : 5782600
TYPE OF SALE : Charge Sale
CLAIM # : 5782600

QUANTITY	SKU	DESCRIPTION	AMOUNT
1.00	4003503	IDEAL GARAGE DOOR C4AL	3,907.98
1.00		DELIVERY	0.00

Crows Nest Project

SUB-TOTAL: 3,907.98
TOTAL TAX: 0.00
PAYMENTS : 0.00
=====

TOTAL DUE: 3,907.98





- Civil Engineering
 - Geospatial Solutions
 - Water Resources
 - Transportation
 - Land Surveying

December 7, 2021

Mr. Bob Nelson Jr.
City of Deadwood
108 Sherman Street
Deadwood, SD 57732

RE: Fee Proposal to Complete a Topographic Survey of the City's Parking Lot along Miller Street Located in Lawrence County Deadwood, SD

Dear Bob,

Ferber Engineering Company (FEC) is pleased to submit a fee proposal to complete surveying services for the above referenced properties.

Survey services for this project include:

- Complete courthouse research at Lawrence County Courthouse – Pull plats, easements, and deeds relevant to your property.
- Locate and survey found property monuments to establish property boundaries.
- Contact South Dakota One Call to complete utility locates
- Complete topographic survey of Miller Street and the adjacent parking lot (See Attached Figure)
- Reduce topographic survey
- Submit topographic survey in AutoCAD and PDF format for your use.

The total cost to complete these surveying services is \$15,000.00, plus applicable sales tax.

Not included in this fee proposal are civil engineering services. These services would be in addition to the fee stated above. We will not complete these services unless we receive written approval from you.

If this fee proposal is satisfactory, please sign the attached short form contract agreement and return to us.

Based on our current workload and weather cooperating, we anticipate completing the field work within six (6) weeks of the contract date and submittal completed within three (3) weeks after the field work is completed.

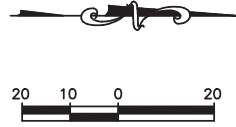
If you have any questions concerning this fee proposal, don't hesitate to call or email. Thank you for the opportunity to provide surveying services for this project.

Sincerely,
FERBER ENGINEERING COMPANY, INC.

David Lowe, PE


Enclosures:

- Topographic Survey Figure Limits
- Short Form Contract Agreement
- General Terms and Conditions
- Exhibit A – Fee Schedule




Section 6 Item t.

Prepared For:



Prepared By:



Ferber
Engineering
Company, Inc.
Civil Engineering • Water Resources • Transportation • Land Surveying • GIS
729 East Watertown St., Rapid City, SD 57701 • Phone: (605) 343-3311

Scale:

Designed By:
DAL

Drawn By:
BDH/JDL

Design Date:
10-19-21

Print Date:
10-19-21

Internal Job No:
21-170

Surveyed By:
JSU/JTB

Survey Date:
NOV 2021

Revisions:

CITY OF DEADWOOD

MILLER STREET PARKING GARAGE
TOPOGRAPHIC SURVEY FIGURE

Sheet Title:

TOPOGRAPHIC
SURVEY
FIGURE

Sheet:

1 OF 1

64

AUTHORIZATION AND AGREEMENT FOR SERVICES



**Ferber
Engineering
Company, Inc.**

Civil Engineering • Water Resources • Transportation • Land Surveying • GIS
729 East Watertown St, Rapid City, SD 57701 ~ Phone: (605) 343-3311

This Agreement represents the entire and integrated agreement between the CLIENT and the CONSULTANT covering services herein and supersedes any prior negotiations, representations, or agreements therefore, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and CONSULTANT. All services will be performed in accordance with the CONSULTANTS General Terms and Conditions attached hereto.

CLIENT INFORMATION:

Client Name: City of Deadwood Phone: 605-578-3082 Email: BobJr@cityofdeadwood.com
Billing Address: 108 Sherman Street
City: Deadwood State: SD ZIP: 57732
Contact Person (if different than Client): Bob Nelson Jr Title: Public Works Director

PROJECT INFORMATION:

Project Name: Miller Street Parking Structure Topographic Survey
Project Location: Deadwood, SD
Legal Description: Tract 1 of Miller Street Subdivision

Description of Work: Complete topographic survey as described in the attached fee proposal letter.

Estimated Completion Date: February 18, 2022

BILLING ARRANGEMENTS:

Lump sum payment of \$15,000.00 plus applicable sales tax. Invoices will be prepared monthly.

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement as of the date and year noted.

SIGNATURES:

CLIENT (Person Responsible for Payment)

Date: _____

CONSULTANT (FERBER ENGINEERING COMPANY, INC.)

Date: _____

GENERAL TERMS AND CONDITIONS

1. Ferber Engineering Company, Inc., herein referred to as FEC, will bill the Client monthly with net payment due in thirty (30) days. Past due balances will be subject to a service charge at a rate of 1.5% per month. In addition, FEC may, after giving seven (7) days' notice, suspend service under any agreement until the Client has paid in full all amounts due for services rendered and expenses incurred, including service charges for past due invoices.
2. The stated fees and scope of services constitute our best estimate of the fees and tasks required to perform the services as defined. This agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. FEC will promptly inform the Client in writing of such situations so that changes in this agreement can be renegotiated.
3. Costs and schedule commitments shall be subject to renegotiation for delays caused by the Client's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts or regulations of any governmental agency. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.
4. FEC will maintain insurance coverage for: Workers Compensation, General Liability, Professional Liability, and Automobile Liability. FEC will provide specific limits upon request. If the Client requires coverage's or limits in addition to those in effect as of the date of the agreement, the Client shall pay premiums for additional insurance.
5. The risk involved in this project, has been allocated such that Client agrees that FEC's total liability to Client for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this Agreement from any cause or causes, shall not exceed the total amount of our fee or \$100,000, whichever is greater. Such causes include but are not limited to: design professional's negligent acts, errors or omissions, strict liability, breach of contract, or breach of implied or express warranty.
6. It is acknowledged by both parties that FEC's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event FEC or any other party encounters asbestos or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of FEC's services, FEC may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.
7. The Client agrees to provide such legal, accounting, and insurance counseling services as may be required for the project.
8. Termination of this agreement by the Client or FEC shall be effective upon seven (7) days written notice to the other party. The written notice shall include the reasons and details for termination. FEC will prepare a final invoice showing all charges incurred through the date of the termination. Payment is due as stated in Paragraph 1. If the Client violates any of the agreements entered into between FEC and the Client or if the Client fails to carry out any of the duties contained in these terms and conditions, Ferber may upon seven (7) days written notice, suspend services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of FEC.
9. All products and documents including Drawings and Specifications provided or furnished by FEC pursuant to this Agreement are instruments of service in respect of the Project and FEC shall retain an ownership therein. Reuse of any products or documents pertaining to this project by the Client on extensions of this project or on any other project shall be at the Client's risk. The Client agrees to defend, indemnify, and hold harmless FEC from all claims, damages, and expenses including attorney's fees arising out of such reuse of the products or documents by the Client or by others acting through the Client.
10. FEC will endeavor to provide all services in accordance with generally accepted professional practices. FEC will not provide or offer to provide services inconsistent with or contrary to such practices nor make any warranty or guarantee, expressed or implied, nor to have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, FEC will not accept those terms and conditions offered by the Client in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgement of receipt of the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
11. FEC intends to serve as the Client's professional representative for those services as defined in this agreement and to provide advice and consultation to the Client as a professional. Any opinions of probable project cost, approvals, and other decisions made by FEC for the Client are rendered on the basis of experience and qualifications and represent FEC's professional judgment.
12. This agreement shall not be construed as giving FEC the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.

- Civil Engineering
 - Geospatial Solutions
 - Water Resources
 - Transportation
 - Land Surveying

EXHIBIT A

2021 SCHEDULE OF CHARGES

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal Professional Engineer	\$160.00
Principal Professional Engineer/Professional Land Surveyor	\$160.00
GIS Professional/Professional Land Surveyor	\$140.00
Professional Engineer IV	\$140.00
Professional Engineer III	\$120.00
Professional Engineer II	\$110.00
Professional Engineer I	\$100.00
Graduate Engineer III	\$95.00
Graduate Engineer II	\$80.00
Graduate Engineer I	\$75.00
Senior Technician	\$105.00
Technician III	\$85.00
Technician II	\$75.00
Technician I	\$65.00
Drafter II	\$95.00
Drafter I	\$70.00
Office Manager	\$95.00
Clerical	\$60.00
Mileage	\$ 0.58

**Johns &
Kosel** Prof.
LLC

Attorneys at Law

Timothy R. Johns
tjohns@johnskosellaw.com

Joseph M. Kosel
jkosel@johnskosellaw.com

January 13, 2022

The Honorable David R. Ruth
Mayor of the City of Deadwood
108 Sherman Street
Deadwood, SD 57732

Re: Location of Deadwood Tobacco Company

Dear Mayor Ruth:

Thank you for taking the time to talk to me last week concerning William J. Rectenwald's request to relocate his company, the Deadwood Tobacco Company. As a retail tobacco store he requests the City of Deadwood to approve his moving his company from its current location in Deadwood to the Masonic Center in Deadwood so that he may allow customers smoke tobacco products in-doors per the exemption to the no smoking law found in SDCL 34-46-19.

Thank you.

Sincerely yours,

JOHNS & KOSEL, Prof. LLC

Timothy R. Johns

TRJ
CC: Client

ORDINANCE NO. 1348

AN ORDINANCE CREATING ZONING REGULATIONS FOR CANNABIS ESTABLISHMENTS

BE IT ORDAINED by the City Commission of the City of Deadwood that Title 17 . Zoning Regulations of the City of Deadwood is hereby amended—with ~~strikethrough~~ indicating text to be deleted, underline indicating text to be added, and the remainder of the Article left unaffected—as follows:

Chapter 17.77. Cannabis establishments

(A) In order to balance the various interests and manage the effects cannabis establishments have on adjacent land uses and to promote the public health, safety, and general welfare of the city, the Deadwood City Commission adopts the following regulations, recognizing that it has a great interest in the present and future character of the city's residential and commercial neighborhoods. Adoption of these regulations is not intended to unreasonably restrict the opportunity of cannabis establishments to locate in the city but is for the purpose of preventing a concentration of certain cannabis establishments in any one area as well as strictly prohibiting cannabis establishments within residential zoned areas and areas of the local historic district as defined in this chapter.

(B) Definitions:

Unless an alternative definition is explicitly stated in this section, this chapter utilizes the definitions for cannabis related terms which are defined by SDCL 34-20G-1. The definitions contained herein apply only to this section of the Deadwood Municipal Ordinances.

Cannabis (or Marijuana): all parts of any plant of the genus cannabis, whether growing or not, in its natural and unaltered state, except for drying or curing and crushing or crumbling. The term includes an altered state of marijuana absorbed into the human body. The term does not include fiber produced from the mature stalks of such plant, or oil or cake made from the seeds of such plant. The term does not include the plant Cannabis sativa L. (hemp) and any part of that plant, including the seeds thereof and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than three-tenths of one percent on a dry weight basis.

Cannabis Cultivation Facility: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, cultivates, delivers, transfers, transports, supplies, or sells cannabis and related supplies to a cannabis establishment.

Cannabis Dispensary: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that is a retail type 1 setting and acquires, possesses, stores, delivers, transfers, transports, sells, supplies, or dispenses cannabis, cannabis products, paraphernalia, or related supplies and educational materials.

Cannabis Establishment: a cannabis cultivation facility, a cannabis testing facility, a cannabis product manufacturing facility, or a cannabis dispensary.

Cannabis Product Manufacturing Facility: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, manufactures, delivers, transfers, transports, supplies, or sells cannabis products to a cannabis dispensary.

Cannabis Products: any concentrated cannabis, cannabis extracts, and products that are infused with cannabis or an extract thereof and are intended for use or consumption by humans. The term includes edible cannabis products, beverages, topical products, ointments, oils, and tinctures.

Cannabis Testing Facility: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity legally authorized to analyze the safety and potency of cannabis.

Co-locate: For the purpose of this chapter, co-locate is defined as on the same parcel or properties that share adjoining property lines with common ownership.

Park: A public green space located within the City of Deadwood used for recreation which contains equipment designated for children's play such as seesaws and swings.

Place of Worship: A church, synagogue, mosque, temple or any other building where congregations gather for prayer.

Public or private school. Any preschool, elementary school, middle school, secondary school, or high school. The term also includes any daycare or childcare center.

Unlicensed Cannabis Establishment: an entity that would otherwise meet the definition of a cannabis establishment, but which is not legally licensed by the City of Deadwood and does not have a current and valid registration certificate issued by the South Dakota Department of Health.

(C) Regulations Relating to Cannabis Cultivation Facilities. No cannabis cultivation facility may be located or operate at a location within the city's zoning jurisdiction except as provided in this section. A cannabis cultivation facility is a permitted use in the following zoning districts: Ag (Agriculture) and CH (Commercial Highway).

No cannabis cultivation facility may be located or operate within one thousand (1,000) feet of a public or private school.

(D) Regulations Relating to Cannabis Testing Facilities. No cannabis testing facility may be located or operate at a location within the city's zoning jurisdiction except as provided in this section. A cannabis testing facility is a permitted use in the following zoning districts: Ag (Agriculture) and CH (Commercial Highway).

No cannabis testing facility may be located or operate within one thousand (1000) feet of a public or private school.

(E) Regulations Relating to Cannabis Product Manufacturing Facilities. No cannabis product manufacturing facility may be located or operate at a location within the city's zoning jurisdiction except as provided in this section. A cannabis product manufacturing facility is a permitted use in the following zoning districts: Ag (Agriculture) and CH (Commercial Highway).

No cannabis product manufacturing facility may be located or operate within one thousand (1000) feet of a public or private school.

(F) Regulations Relating to Cannabis Dispensaries. No cannabis dispensary may be located or operate at a location within the city's zoning jurisdiction except as provided in this section. A cannabis dispensary is a permitted use in the following zoning districts: CE Commercial Enterprise District and CH Commercial Highway.

No cannabis dispensary may be located or operate within one thousand (1000) feet of a public or private school or within 500 feet of any park, as defined herein, or place of worship.

(G) No cannabis dispensary may be located or operate within 100 feet from the lot line of any other cannabis dispensary. All applicants must submit a survey from a registered land surveyor confirming these distance requirements have been met.

(H) Cannabis Establishments are strictly prohibited in the following areas:

1. 478 – 908 Main Street
2. All of Lee Street
3. All Siever Street
4. All of Deadwood Street
5. All of Pine Street
6. 37 – 175 Sherman Street
7. All R1 Residential and R2 Residential Multi-Family Zoning

(I) Unlicensed cannabis establishments are prohibited from being located or operating in any zoning district.

(J) For the purposes of this section, measurements shall be made in a straight line in all directions, without regard to intervening structures or objects, from the nearest point on the property line of a parcel containing a cannabis establishment to the nearest point on the property line of a parcel containing a use listed in Sections 15(C) through (F).

(K) A cannabis establishment lawfully operating in conformity with this section does not violate this section if any of the uses in Sections 15(C) through (F) subsequently locates within one thousand (1000) feet of the cannabis establishment.

(L) Violations of sections 8.17.77 of this chapter are deemed and declared to be a nuisance, and as such may be subject to summary abatement by means of a restraining order or injunction issued by a court of competent jurisdiction. In addition to the imposition of civil penalties, criminal citations for a class 2 misdemeanor may be issued to any person who violates this title or any amendment hereto. The citation for a class 2 misdemeanor is punishable by the maximum punishment set forth by the laws of the state of South Dakota pursuant to SDCL § 22-6-2. Each day that any violation of this title are in effect shall constitute a separate offense.

* * *

Severability. The provisions of this ordinance are severable. If any provision of this ordinance or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application.

Effective Date. This Ordinance will become effective 20 days following publication, which will occur after the ordinance receives second and final reading by the City Commission and is signed by the Mayor.

Dated this 18th day of January, 2022.

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

First Reading:	January 3, 2022
Second Reading:	January 18, 2022
Published:	January 20, 2022
Adopted:	February 9, 2022

ORDINANCE NO. 1349

AN ORDINANCE AMENDING CHAPTER 5.56 TO THE REVISED ORDINANCES OF THE CITY OF DEADWOOD CREATING LICENSING PROVISIONS FOR MEDICAL CANNABIS ESTABLISHMENTS INCLUDING DISPENSARIES, CULTIVATION FACILITIES, CANNABIS PRODUCT MANUFACTURING FACILITIES AND CANNABIS TESTING FACILITIES

WHEREAS, the State of South Dakota permits the sale and consumption of medical cannabis pursuant to South Dakota Codified Laws (SDCL) Chapter 34-20G;

WHEREAS, pursuant to SDCL 34-20G-55, local municipal government may require a local registration, license, or permit for a medical cannabis establishment to operate within that municipality;

WHEREAS, pursuant to SDCL 34-20G-58, local municipal government may enact ordinances or regulations governing the time, place, manner and number of licenses operating within its jurisdictions;

WHEREAS, also pursuant to SDCL 34-20G-58, local municipal government may establish civil penalties for violation of an ordinance governing the time, place, and manner of medical cannabis establishments that operate locally;

WHEREAS, under the provisions of SDCL 34-20G-60, local municipal governments may require a medical cannabis establishment to obtain a license, permit or registration from local municipal government, prior to operating, and may charge a reasonable fee for that license, permit, or registration;

WHEREAS, the City of Deadwood previously enacted ordinance 5.56 regulating cannabis dispensaries;

WHEREAS, the City of Deadwood believes that regulation of medical cannabis dispensaries, cannabis cultivation facilities, cannabis product manufacturing facilities and cannabis testing facilities is necessary for the health and safety of this community:

BE IT ORDAINED by the City Commission of the City of Deadwood that Title 5 of the Revised Ordinances of the City of Deadwood is hereby amended by amending Chapter 5.56 as follows:

5.56.01: PURPOSE AND INTENT

The City Commission of the City of Deadwood enacts the following licensing ordinances in order to ensure that cannabis establishments including cannabis dispensaries, cannabis cultivation facilities, cannabis product manufacturing facilities and cannabis testing facilities within the municipal boundaries of the City operate in a manner which complies with state laws and regulations, protects the health, safety, and welfare of the general public, prevents potential conflicts and issues arising from ownership and employees, recognizes certain safety and security

considerations, and minimizes risk of unauthorized use or access of cannabis by the general public.

5.56.02: DEFINITIONS

Unless an alternative definition is explicitly stated in this section, this chapter utilizes the definitions for cannabis-related terms which are defined by SDCL 34-20G-1.

Cannabis (or Marijuana): all parts of any plant of the genus cannabis, whether growing or not, in its natural and unaltered state, except for drying or curing and crushing or crumbling. The term includes an altered state of marijuana absorbed into the human body. The term does not include fiber produced from the mature stalks of such plant, or oil or cake made from the seeds of such plant. The term does not include the plant *Cannabis sativa* L. and any part of that plant, including the seeds thereof and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than three-tenths of one percent on a dry weight basis.

Cannabis Cultivation Facility: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, cultivates, delivers, transfers, transports, supplies, or sells cannabis and related supplies to a cannabis establishment.

Cannabis Dispensary: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, stores, delivers, transfers, transports, sells, supplies, or dispenses cannabis, cannabis products, paraphernalia, or related supplies and educational materials.

Cannabis Establishment: cannabis cultivation facility, a cannabis testing facility, a cannabis product manufacturing facility, or a cannabis dispensary.

Cannabis Product Manufacturing Facility: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, manufactures, delivers, transfers, transports, supplies, or sells cannabis products to a cannabis dispensary.

Cannabis Products: any concentrated cannabis, cannabis extracts, and products that are infused with cannabis or an extract thereof, and are intended for use or consumption by humans. The term includes edible cannabis products, beverages, topical products, ointments, oils, and tinctures.

Cannabis Testing Facility: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity legally authorized to analyze the safety and potency of cannabis.

Co-locate: For the purpose of this chapter, co-locate is defined as on the same parcel or properties that share adjoining property lines with common ownership.

Department: the South Dakota Department of Health

5.56.03: LICENSE REQUIRED

- (a) No cannabis establishment including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility may be located or operate in the city without the appropriate valid and current cannabis establishment license issued by the City pursuant to this article. Any violation of the provisions of this chapter is a Class 2 misdemeanor punishable by the maximum punishment set forth by the laws of the state of South Dakota pursuant to SDCL 22-6-2. Each day of the violation constitutes a separate offense.
- (b) No cannabis establishment including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility and cannabis testing facility may be located or operate in the City without the appropriate valid and current cannabis establishment registration certificate issued by the Department pursuant to rules promulgated under SDCL 34-20G. Any violation of the provisions of this chapter is a Class 2 misdemeanor punishable by the maximum punishment set forth by the laws of the state of South Dakota pursuant to SDCL 22-6-2. Each day of the violation constitutes a separate offense.

5.56.04: LICENSE APPLICATION

- (a) An application for a cannabis establishment including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility license must be made on a form provided by the City. No other application form will be considered.
- (b) An applicant shall submit a separate license application for each type of cannabis establishment the applicant wishes to license and operate. Licenses may overlap locations if the following criteria are met:
 - 1. The applicant seeking to co-locate multiple licenses is identical for all applications.
 - 2. The property upon which multiple applications are sought is either the same parcel for all applications, or the properties share adjoining property lines with common ownership.
 - 3. The applicant is in compliance with all State statutes and regulations regarding co-location of multiple cannabis establishments as well as Deadwood Municipal Ordinances.
- (c) The applicant must submit the following:
 - 1. Application fee of ten thousand dollars (\$10,000) which shall be considered a non-refundable application fee for each cannabis license sought.
 - 2. The City of Deadwood may be a medical cannabis establishment license holder. The City's application for a cannabis establishment license will be given priority over any other application.

3. An application that will include, but is not limited to, the following:
 - i. The legal name of the prospective cannabis establishment including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility;
 - ii. The physical address of the prospective cannabis establishment including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility that meets the zoning and preservation requirements in Title 17 of Deadwood Municipal Ordinances, as well as any location requirements established pursuant SDCL 34-20G and the administrative rules promulgated thereunder.
 - iii. The name, address, and birth date of each principal officer, owner, agent, and board member of the proposed cannabis establishment including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility.
 - iv. A sworn statement that no principal officer, owner, agent, or board member has been convicted of a violent felony offense as defined in SDCL 22-1-2 in the previous ten (10) years in any jurisdiction.
 - v. Operating procedures consistent with rules for oversight of the proposed medical cannabis establishment including procedures to ensure accurate record keeping and adequate security measures.
 - vi. Any additional information requested by the City.

5.56.05: ISSUANCE OF LICENSE

(a) Application Process – The receipt of an application together with the requisite fee guarantees that the applicant will consummate the purchase of the medical cannabis establishment including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility license if issued by the State of South Dakota.

1. If the applicant fails or refuses to consummate the purchase of the medical cannabis establishment including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility license following approval by the State of South Dakota, the applicant shall forfeit and the City shall be entitled to retain the application fee.
2. In the event the applicant for a cannabis establishment license including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility shall not be able to meet the licensing standards set out by Deadwood Municipal Ordinance and SDCL 34-20G, the applicant shall forfeit and the City shall be entitled to retain the application fee.
3. In the event the applicant for a cannabis establishment license including

cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility is issued a license by the State of South Dakota, the initial application fee shall apply toward the First Annual Fee as set forth in in this chapter.

- (b) All applications for medical cannabis establishment including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility licenses received at the City Finance Office shall be transmitted to the South Dakota Department of Health for their consideration following a determination by the City of Deadwood Finance Office that the applicant meets the zoning and licensing standards set forth in Deadwood Municipal Ordinances.
- (c) In the event the applicant refuses to consummate the purchase of the medical cannabis establishment license including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility or fails to meet the licensing standards set out by Deadwood Municipal Ordinance and SDCL 34-20G, the medical cannabis establishment license shall not be issued.
- (d) Following Receipt of Applications – Once filed with the City Finance Office, the application will be referred to the appropriate City department for an investigation into the applicant’s eligibility for a license. If eligible, the City shall deposit the application fee of \$10,000. The City shall then submit the completed application to the State for review. After the State approves the application, the license shall be issued after a public hearing has been set and held by the Deadwood City Commission unless:
 - 1. The applicant has made a false statement on the application or submits false records or documentation; or
 - 2. Any owners, principal officer, agent, or board member of the applicant is under the age of twenty-one (21) years; or
 - 3. Any owner, principal officer, agent, or board member of the applicant has been convicted of a violent felony offense as defined in SDCL 22-1-2 in the previous ten (10) years in any jurisdiction; or
 - 4. The proposed location does not meet the applicable zoning requirements under Title 17 of Deadwood Municipal Ordinances; or
 - 5. The proposed location does not meet all location requirements under SDCL 34-20G and the administrative rules promulgated thereunder; or
 - 6. The license is to be used for a business prohibited by state or local law, statute, rule, ordinance, or regulation; or

7. Any owner, principal officer, agent, or board member of the applicant has had a cannabis establishment license revoked by the City or a registration certificate revoked by the state; or
 8. An applicant, or an owner, principal officer, agent, or board member thereof, is overdue in payment to the City of taxes, fees, fines, or penalties assessed against or imposed upon the applicant in relation to any cannabis establishment; or
 9. The applicant will not be operating the business for which the license would be issued.
- (e) The license must be posted in a conspicuous place at or near the entrance to the cannabis establishment including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility so that it may be easily read at any time.
- (f) Each year the owner of a medical cannabis establishment including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility must submit a renewal fee set forth in this chapter.

5.56.06: CITY NEUTRALITY AS TO APPLICANTS

- (a) Upon request from the Department as to the City's preference of applicants, the City will neither support nor oppose any registration certificate application under consideration by the Department. Likewise, if inquiry is made by the Department, the City will abstain from endorsing any application as beneficial to the community.

5.56.07: EXPIRATION OF LICENSE AND RENEWAL

- (a) Each cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility license expires on December 31st on an annual basis and may be renewed only by making a renewal application as provided in this Section. Applications for renewal must be submitted at least sixty (60) days before the expiration date together with the renewal fees set forth herein. The license holder must continue to meet the license requirements to be eligible for a renewal.
- (b) Following approval by the State of South Dakota, the First Annual Fee for a cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility license shall be due. The First Annual Fee for the first license held is thirty thousand dollars (\$30,000). This includes a five-thousand dollar (\$5,000) fee to the City of Deadwood General Fund which shall be utilized to provide social services in Deadwood. Any applicant who seeks multiple cannabis establishment licenses will receive a reduction in price for each license issued. The First Annual Fee and Subsequent Annual Fee for any cannabis establishment license held in addition to the first cannabis establishment license shall be twelve thousand five hundred dollars and 00/100 (\$12,500) per license. The First Annual Fee for each cannabis establishment license shall be provided to the City Finance Officer within five days of notice by the State of South Dakota that the applicant shall be issued a license for a cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis

testing facility. For the First Annual Fee, the Initial Application Fee shall serve as a credit of ten thousand dollars (\$10,000) toward the First Annual Fee.

- (c) Subsequent Annual Renewal Fee – Each year following payment of the First Annual Fee set forth in this chapter, the Annual Renewal Fee shall be thirty-thousand dollars (\$30,000) for the first license held. The license holder of multiple cannabis establishment licenses will receive a reduction in price for each license issued. The Subsequent Annual Fee for any cannabis establishment license held in addition to the first cannabis establishment license shall be twelve thousand five hundred dollars and 00/100 (\$12,500) per license. The Annual Renewal fee shall be provided to the City Finance Officer at the time of receipt of the renewal application. In the event the license holder is deemed ineligible for renewal, the Annual Renewal Fee is considered non-refundable and shall be retained by the City of Deadwood.
- (d) Failure to renew a license in accordance with this section will result in the immediate closure of the medical cannabis establishment including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility. During this period of closure, a license may be revoked pursuant to this chapter.
- (e) If a license holder has not operated an establishment for which it holds a license for at least one-hundred and eighty (180) days in the preceding twelve (12) months, the license will not be renewed.

5.56.08: SUSPENSION

- (a) A license may be suspended if the license holder or an employee or agent of the license holder:
 - 1. Violates or is otherwise not in compliance with any section of this chapter.
 - 2. Consumes or smokes cannabis or allows any person to consume or smoke cannabis on the premises of the cannabis establishment.
 - 3. Sells cannabis or cannabis products without a cannabis dispensary license.
 - 4. Knowingly dispenses or provides cannabis or cannabis products to an individual or business to whom it is unlawful to provide cannabis or cannabis products.
- (b) A license may be suspended if the license holder has its Department-issued registration certificate suspended, revoked, or not renewed by the Department or if the registration certificate is expired.
- (c) A license may be suspended if the license holder creates or allows to be created a public nuisance at the cannabis establishment.

5.56.09: REVOCATION

- (a) A license may be revoked if the license is suspended under this chapter and the cause for the suspension is not remedied.

- (b) A license may be revoked if the license is subject to suspension under this chapter because of a violation outlined in that section and the license has been previously suspended in the preceding 24 months.
- (c) A license is subject to revocation if a license holder or employee of a license holder:
1. Gave false or misleading information in the material submitted during the application or renewal process; or
 2. Knowingly allowed possession, use, or sale of non-cannabis controlled substances on the premises; or
 3. Operated the cannabis establishment or the business of the cannabis establishment for which a license is required under this article while the license was suspended; or
 4. Repeated violations of this chapter; or
 5. Operated a function of a cannabis establishment for which the license holder was not licensed (e.g., a licensed cannabis cultivation facility conducting cannabis testing functions without a cannabis testing establishment license); or
 6. A license holder, or an owner, principal officer, agent, or board member thereof, is delinquent in payment to the City, county, or state for any taxes or fees related to the cannabis establishment; or
 7. A license holder, or an owner, principal officers, agent, or board member thereof, has been convicted of, or continues to employ an employee who has been convicted of, a disqualifying felony offense as defined by SDCL 34-20G; or
 8. The license holder has its Department-issued registration certificate suspended, revoked, or not renewed or the registration certificate is expired; or
 9. The license holder allows a public nuisance to continue after notice from the City.

5.56.10. SUSPENSION AND REVOCATION PROCESS

- (a) The license holder will receive a notice of intent to suspend or notice of intent to revoke informing the license holder of the violation and the City's intention to suspend or revoke the license. The notice will be hand delivered to the license holder or an employee or agent of the license holder or sent by certified mail, return receipt requested to the physical address of the cannabis establishment.
- (b) If the license holder disputes the suspension or revocation, the license holder has ten (10) days from the postmark date on the notice or the date the notice was hand delivered to request a hearing before the Deadwood City Commission

- (c) A suspension will be for thirty (30) days and begins ten (10) days after the postmark date on the notice or the date the notice is hand delivered unless the license holder exercises its rights to process and appeal, in which case the suspension takes effect upon the final determination of suspension.
- (d) A revocation will be for one (1) year and begins ten (10) days after the postmark date on the notice or the date the notice is hand delivered unless the license holder appeals the revocation, in which case the revocation takes effect upon the final determination of revocation.
- (e) The license holder who has had the license revoked may not be issued any cannabis establishment license for one year from the date the revocation became effective.

5.56.11: APPEAL

An applicant or license holder who has been denied a license or renewal of a license or who has had a license suspended or revoked under this article may appeal to the City Council by submitting a written appeal within ten (10) days of the postmark on the notice of denial, nonrenewal, suspension, or revocation. The written appeal must be submitted to the Deadwood City Hall at the Finance Officer's Office, 102 Sherman Street Deadwood, SD 57732. The appeal will be considered by the City Council at a regularly scheduled meeting within one month of the receipt of the appeal.

5.56.12: LICENSES NOT TRANSFERRABLE

No cannabis establishment license including a cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility holder may transfer the license to any other person or entity either with or without consideration, nor may a license holder operate a cannabis establishment at any place other than the address designated in the application except that a cannabis establishment license may be transferred to the license holders heirs upon the death of a license holder.

5.56.13: HOURS OF OPERATION FOR DISPENSARIES

No cannabis dispensary may operate between the hours of 10:00 P.M. and 7:00 A.M. any day of the week.

5.56.14: LIABILITY FOR VIOLATIONS

Notwithstanding anything to the contrary, for the purposes of this article, an act by an employee or agent of a cannabis establishment that constitutes grounds for suspension or revocation will be imputed to the cannabis establishment license including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility holder for purposes of finding a violation of this article, or for purposes of license denial, suspension, or revocation, only if an officer, director or general partner or a person who managed, supervised or controlled the operation of the cannabis establishment, knowingly allowed such act to occur on the premises.

5.56.15: PENALTIES

Any person who operates or causes to be operated a cannabis establishment including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility without a valid license or in violation of this article is subject to a suit for injunction as well as prosecution for ordinance violations. Such violations are punishable by as a Class II misdemeanor punishable by the maximum punishments set forth under State Statutes. Each day a cannabis establishment so operates is a separate offense or violation.

5.56.16 SEVERABILITY

The provisions of this ordinance are severable. If any provision of this ordinance or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application.

Dated this 18th day of January, 2022

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

First Reading:	January 3, 2022
Second Reading:	January 18, 2022
Published:	January 20, 2022
Adopted:	February 9, 2022

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



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

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

M E M O R A N D U M

Date: January 10, 2022
To: Mayor Dave Ruth Jr. and City Commissioners
Re: Proposed Ordinance Change

I am proposing an ordinance change. The result of the ordinance change will be to adopt and amend the 2021 editions of the International Building Code (IBC), International Mechanical Code (IMC), International Fire Code (IFC), International Residential Code (IRC), International Existing Building Code (IEBC), and International Property Maintenance Code (IPMC). These codes are published by the International Code Council (ICC). Currently Deadwood has adopted the 2018 editions of these same codes. In addition to the codes mentioned above I propose that Deadwood adopt the 2021 International Fuel Gas Code (IFGC). We have not formally adopted this code but there are requirements we do use in Deadwood. These codes are collectively referred to as the Building Code. New code editions are published every three years. Any changes to the code undergo hearings and comment periods and are voted on by members of the ICC. I am a member of the ICC on behalf of Deadwood. Code changes are generally the result of new building materials, new technology or methods, or to address some widespread failure in building systems that cause loss of life, injury or property damage. Sometimes a single tragedy can spur a code change. In the 2021 IBC and IFC there is a change directly related to a fire that occurred in an open parking garage in England. Due to widespread use of plastics and other composites in modern vehicles this fire spread rapidly and produced a large amount of toxic gasses not seen before in these types of fires. The resulting code change was to require fire sprinklers in new construction of these structures.

The effective date of this ordinance change will determine when the 2021 Building Code will be applied. All permits applied for and issued after that date will have to be in compliance with the 2021 Building Code. All previously issued, open permits will remain under the 2018 Building Code.

I foresee no negative impact on future building projects in Deadwood as a result of the differences between the 2018 and 2021 code requirements. Below is summary of what will be the major changes in each different code.

OFFICE OF
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 108 Sherman Street
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2021 International Building Code

This code applies to all buildings except detached one- and two-family dwellings and townhouses up to three stories. The 2021 IBC® contains many important changes such as:

- Puzzle rooms (escape rooms) are now defined and regulated as special amusement areas, requiring compliance with Section 411 and special means of egress requirements.
- For the purposes of determining the allowable number of control areas in a building, each portion separated by one or more fire walls is now considered as a separate building.
- In Group E occupancies, enhanced classroom acoustics in compliance with ICC A117.1 are to be provided in all classrooms having of volume of 20,000 cubic feet or less.
- The requirements for metal composite materials and systems (MCM) installed on the exterior walls of Types I, II, III and IV construction were simplified and sprinkler allowances were deleted
- The use of intermodal shipping containers as buildings is now specifically addressed through provisions intended to supplement existing applicable IBC requirements.
- Automatic sprinkler protection is now required in Group S-2 open parking garages where any fire area exceeds 48,000 square feet.
- The 2017 edition of ICC A117.1 was adopted.
- Parapets of a minimum height are now required for aggregate-surfaced roofs to prevent blow-off.
- Mixed occupancy buildings with assembly spaces are placed in Risk Category III when the total public assembly occupant load is greater than 2500 people.
- The 2021 IBC snow map is updated to match ASCE 7-16 snow maps by adding a reference to ASCE 7 snow tables in states with large case study areas.
- Secondary rain loads are updated to be consistent with ASCE 7.
- Special inspection requirements were added to address the anchorage and connection of mass timber structural elements.
- Installation of firestop, fire-resistant joint systems and perimeter fire barrier systems in residential-use buildings now requires special inspection in Group R fire areas having an occupant load exceeding 250 people.
- Frost protection for egress doors was added to the foundation requirements.
- ACI standards ACI 117 and ITG 7 were added by reference to provide acceptable tolerances for concrete construction.
- Three new types of construction (Types IV-A, IV-B, and IV-C) allow mass timber buildings of taller heights, more stories above grade, and greater allowable areas compared to existing provisions for heavy timber buildings.

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



"The Historic City of the Black Hills"

Deadwood, South Dakota 57732

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

2021 International Residential Code

This comprehensive code comprises all building, plumbing, mechanical, fuel gas and electrical requirements for one- and two-family dwellings and townhouses up to three stories. The 2021 IRC® contains many important changes such as:

- Braced wall lines must be placed on a physical wall or placed between multiple walls.
- The rated separation for two-family dwellings is 1 hour whether or not a lot line exists between units.
- Emergency escape and rescue openings require a clear 36-inch-wide path to a public way.
- An engineered design is required for storm shelters.
- A habitable attic is limited to one-half the area of the story below and the dwelling requires sprinklers.
- Updated Wind Speed maps match IBC and ASCE 7 maps.
- Deck design now considers snow load, tributary area for footing and post height.
- Component and cladding wind pressures in Table R301.2(2) are updated for new design wind speeds and hip or gable roof profiles.
- Minimum footing size tables are revised to more accurately reflect current practice.
- Cripple wall requirements apply only to exterior cripple walls.
- New appendices for cob construction and 3D printed construction are added.

2021 International Mechanical Code

Establishes minimum regulations for mechanical systems using prescriptive and performance-related provisions. The IMC was developed with broad-based principles that make possible the use of new materials, methods and design.

Important changes in the 2021 IMC® include:

- Clothes dryer exhaust terminals required to be at least 3 feet from any opening into a building.
- Polyurethane spray-applied foam on the exterior of ducts in attics and crawl spaces required to meet specific smoke and flame index limits.
- Fire and smoke dampers must be provided with approved access for inspection and maintenance.
- Refrigerant tables updated to include new refrigerants.
- Addition of condensate termination identification markings and discharge restrictions.
- Approved factory-built combination intake/exhaust terminations permitted, relaxing separation requirement.
- 30% reduction in minimum mechanical ventilation for whole-house balanced ventilation systems.
- Continuous operation requirement for manicure and pedicure station exhaust systems.
- Grease duct horizontal cleanout required within 3 feet of a horizontal discharge fan.

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2021 International Fire Code

The 2021 IFC® contains regulations to safeguard life and property from fires and explosion hazards. Topics include general precautions, emergency planning and preparedness, fire department access and water supplies, automatic sprinkler systems, fire alarm systems, special hazards, and the storage and use of hazardous materials. Key changes to the IFC include:

- Requirements for Additive Manufacturing (3-D Printing) equipment and operations for both non-industrial and industrial applications are now provided.
- Flame propagation performance of permanently installed artificial combustible vegetation is required to be verified when exceeding certain heights located on roofs or in close proximity to buildings.
- Provisions for emergency responder communication were revised to reflect the expansion of such systems beyond radios and the need for increased performance of such systems.
- Sprinkler requirements for the storage, manufacture and sale of upholstered furniture and mattresses were updated and clarified. Part of this update is a new exception for single-story self-storage facilities accessed directly from the exterior.
- An automatic sprinkler system is now required for open parking garages exceeding a certain fire area threshold.
- The requirements for energy storage system (ESS) were further refined to reflect the variety of new technologies and applications (in building and standalone) and the need for proper commissioning and decommissioning of such systems.
- A new chapter was added that provides clarification and specific requirements for the storage of distilled spirits and wines in barrels and casks.
- The provisions for construction fire safety were reorganized and expanded with an emphasis on the owner's responsibilities. The new language requires a site safety plan and designation of a site safety director.

2021 International Existing Building Code

Encourages the use and reuse of existing buildings. This code covers repair, alteration, addition and change of occupancy for existing buildings, and historic buildings, while achieving appropriate levels of safety without requiring full compliance with the new construction requirements contained in the other I-Codes. Key changes in the 2021 IEBC® include:

- For storm shelters, the required occupant capacity is now limited to the total occupant load of the classrooms, vocational rooms and offices in the school while the maximum distance of travel was deleted.
- When significant portions of a building's exterior wall coverings or exterior wall envelope are added or replaced, they must comply with the requirements of Chapters 14 and 26 of the IBC.
- Snow loads must be addressed during repair of substantial structural damage regardless of whether the damage was a result of snow.

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- Additions, Level 3 alterations and Changes of occupancy in Educational occupancies are now required to meet the enhanced classroom acoustic requirements of Section 808 of ICC A117.1.
- Additional equipment may be added to a roof without a full structural analysis when the equipment weighs less than 400 pounds and is less than 10 percent of the total roof dead load.
- With a change of occupancy, a seismic analysis is required for a Group S or Group U occupancy changing to a new occupancy.
- Furniture, such as office cubicles, reception desks or smaller bookcases, are exempt from a permit and not intended to be a Level 2 alteration.
- Sprinkler requirements for Level 2 and Level 3 alterations are revised for higher hazard areas.

The budget impact to the City of this ordinance change is the cost of new code books, which I budgeted for and purchased out of my 2021 budget. \$1,289.89 was the total.

Lastly, in anticipation of adopting the 2021 codes I have been working with the design teams for the following near future projects; the remodel of the elementary school and the new Lawrence County Public Safety building to ensure these projects will be in compliance with the new codes.

Respectfully Submitted,

Trent Mohr
 Building Inspector

ORDINANCE NUMBER 1350

TO AMEND CHAPTER 15.01 INTERNATIONAL BUILDING CODE

15.01.010 International Building Code—Adopted.

Certain documents, one copy of each is on file in the office of the building inspector, being marked and designated as the International Building Code, ~~2018~~ 2021 edition, including International Property Maintenance Code, ~~2018~~ 2021, International Existing Building Code, ~~2018~~ 2021, Chapters 1-10, 12 - 24 and 44 of the International Residential Code, ~~2018~~ 2021, International Mechanical Code, ~~2018~~ 2021, International Fire Code, ~~2018~~ 2021, and Appendix J of the International Building Code, ~~2018~~ 2021, and Appendix A of the International Property Maintenance Code, ~~2018~~ 2021, and Appendix C of the International Building Code 2021, and the International Fuel Gas Code 2021, and amendments or additions thereto, as published by the International Code Council, be and is hereby adopted as the Building Code of the city of Deadwood, for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupational use; and the condemnation of buildings and structures unfit for human occupancy; and use and the demolition, alteration, relocation or repair of such structures and considering the historical character and significance of any buildings as herein provided; providing for the issuance of all permits, the appeal of decision by the building official and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Building Code on file in the office of the building inspector are hereby referred to, adopted and made a part hereof, as if fully set out in this chapter, with the additions, insertions, deletions and changes, if any, prescribed in the following sections.

15.01.020 Exceptions and Amendments.

A. The following sections and subsections of the International Residential Code ~~2018~~ 2021 allows for unvented room heaters under conditions set forth in Section G2445 (621). This section is inconsistent with the safety and welfare of the citizens of the city of Deadwood. This section shall therefore be deleted and excepted from the codes adopted by 15.01.010, and replaced by the following: No unvented or direct fired fuel-burning equipment shall be installed or used to provide comfort heating within any occupancy group other than Group S or U.

B. Section ~~R213~~ R313 of the International Residential Code ~~2018~~ 2021 is not adopted. An automatic fire sprinkler system shall not be required in one and two family dwellings. If an automatic fire sprinkler is installed it shall be designed and installed in accordance with section P2904 of the currently adopted International Residential Code or NFPA 13D.

C. This ordinance shall not apply to mobile or manufactured homes as defined in SDCL ch. 32-7A which are constructed in compliance with the applicable prevailing standards of the United States Department of Housing and Urban Development at the time of construction.

D. This ordinance shall not apply to any specialty resort or vacation home establishment as defined in SDCL ch. 34-18 that is constructed in compliance with the requirements of Group R-3 of the ~~2018~~ 2021 edition of the International Building Code.

E. Specifically, the City of Deadwood prohibits non-metallic sheathed cable (defined as a factory assembly of two (2) or more insulated conductors having an outer sheath of moisture-

resistant, flame-retardant, nonmetallic material) specifically Types NM, NMC and NMS cables, from being used in hotels, motels, gaming establishments, commercial, mercantile, industrial, institutional, and public buildings.

F. Any building within the city which has or needs an electrical service entrance of more than two hundred (200) amps single-phase or three-phase shall be equipped with an electrical disconnect device located on the exterior of the building in a location approved by the building inspector. Compliance with this requirement shall be required whenever a building permit is issued or whenever any major work is done on a building's electrical system.

G. Section A101 of Appendix A of the International Property Maintenance Code ~~2018~~ 2021 is hereby amended to read as follows: All windows and doors shall be boarded in an approved manner set forth by the Deadwood Historic Preservation Commission to prevent entry by unauthorized persons and shall be an approved design set forth by said Commission that is compatible with the color scheme of the existing structure.

H. The Insulation and fenestration requirements for dwelling units constructed according to the adopted International Residential Code are:

INSULATION AND FENESTRATION REQUIREMENTS BY COMPONENT^a

<u>Climate Zone</u>	<u>Fenestration U-Factor^b</u>	<u>Skylight^b U-Factor</u>	<u>Glazed Fenestration SHGC^b</u>	<u>Ceiling R-Value^h</u>	<u>Wood Frame Wall R-Value</u>	<u>Mass Wall R-Value^g</u>	<u>Floor R-Value</u>	<u>Basement^c Wall R-Value</u>	<u>Slab^d R-Value & Depth</u>	<u>Crawl Space^e Wall R-Value</u>
<u>6</u>	<u>0.30</u>	<u>0.55</u>	<u>NR</u>	<u>49</u>	<u>19 or 13 + 5^f</u>	<u>15/19</u>	<u>30^e</u>	<u>10/13</u>	<u>10, 4 ft</u>	<u>10/13</u>

For SI: 1 foot = 304.8mm

NR = Not Required

a. R-values are minimums. U-factors and solar heat gain coefficient (SHGC) are maximums.

Where insulation is installed in a cavity that is less than the label or design thickness of the insulation, the installed R-value of the insulation shall not be less than the R-value specified in the table

b. The fenestration U-factor column excludes skylights. The SHGC column applies to all glazed fenestration.

c. The first R-value applies to continuous insulation which is allowed to be applied at the time of finishing the basement, the second to framing cavity insulation; either insulation meets the requirement.

d. R-5 insulation shall be provided under the full slab area of a heated slab in addition to the required slab edge insulation R-value for slabs, as indicated in the table. The slab edge insulation for heated slabs shall not be required to extend below the slab.

e. Alternatively, insulation sufficient to fill the framing cavity providing not less than an R-value of R-19.

f. "13+5" means R-13 cavity insulation plus R-5 insulated sheathing. If structural sheathing covers 25% or less of the exterior, R-5 sheathing is not required where structural sheathing is used. If structural sheathing covers more than 25% of exterior, structural sheathing shall be supplemented with insulated sheathing of at least R-2.

g. The second R-value applies when more than half the insulation is on the interior.

h. The minimum R-value for ceilings is further based on a minimum 6-inch (152 mm) heel height to allow the ceiling insulation to extend over the top plate.

I. Section R302 of the International Residential Code 2021 is not adopted.

J. Changes in occupancy, additions, alterations, or new construction of any structure intended to be used as a cannabis cultivation, manufacturing, or testing facility shall require design and administration by a registered design professional.

Dated this 7th day of February, 2022.

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

First Reading: January 18, 2022
Second Reading: February 7, 2022
Published: February 10, 2022
Adopted: March 2, 2022



January 10, 2022

To whom it may concern:

Please be advised Randy Horner has inquired as to a \$3,000,000 line of credit, contingent upon his securing Tax Increment Financing for his project adjacent to Deadwood SD. Mr. Horner has demonstrated he has the financial strength and assets to secure line, should he per sue same.

Sincerely,

A handwritten signature in blue ink, appearing to read "Pete Jahner", with a large, stylized flourish extending to the right.

Pete Jahner
President

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SOUTH BANK
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DICKINSON BANK
221 First Avenue West
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DEVELOPMENT AGREEMENT
(ANNUAL APPROPRIATION GRANT)

BETWEEN

THE CITY OF DEADWOOD, SOUTH DAKOTA

AND TRD, LLC

CONCERNING

TAX INCREMENT DISTRICT NUMBER 14

CITY OF DEADWOOD, SOUTH DAKOTA

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THIS DEVELOPMENT AGREEMENT, pursuant to Resolution No. 2021-23, passed and approved on November 15th, 2021, is entered into by and between the **CITY OF DEADWOOD** a South Dakota, a municipal corporation (hereinafter called “CITY”); and TRD LLC, _____ (hereinafter referred to as “DEVELOPER”);

WITNESSETH:

WHEREAS, CITY recognizes the importance of its continued role in economic development through the creation of single family, multi-family housing and commercial property;

WHEREAS, by Resolution No. 2021-23, dated November 15th, 2021, pursuant to Chapter 11-9 of the South Dakota Codified Laws (as amended), (hereinafter called the “Act”), CITY created Tax Increment District Number 14 (the “District”) in accordance with the Act, to promote development of the TID Property, which development would not otherwise occur solely through private investment in the reasonably foreseeable future (“TID”); and

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

WHEREAS, on November 15th, 2021 by a CITY Resolution, the City adopted and approved the Tax Increment Project Plan providing for development of TID Property.

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

Article I. DEFINITIONS

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

“CITY” and “DEVELOPER” shall have the meanings specified above.

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

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

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

“Construction Schedule” shall mean the timetable for constructing the improvements specified in the Project Plan and this Agreement, which timetable is more particularly set forth in Exhibit C, attached hereto and incorporated herein for all purposes and which timetable may be amended from time to time pursuant to the provisions of this Agreement.

“District” means Tax Increment District Number 14 of the City.

“Effective Date” shall mean the twentieth (20th) day after publication by the CITY’s City Council of the Resolution authorizing the execution of this Agreement by CITY.

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

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

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

“Project Costs” shall have the meaning specified above.

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

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

“TID” shall have the meaning specified above.

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

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

Article II. OBLIGATION AND REPRESENTATIONS

Section 2.01 Annual Appropriation Grant. Subject to annual appropriation, CITY agrees to pay to DEVELOPER Available Tax Increment Funds revenues it receives from the District for the then current fiscal year. It is understood that the total Tax Increment District is set at a maximum amount of \$12,500,000, of which an amount not to exceed of \$11,250,000 will be passed on to the Developer, and the City will retain an amount up to \$1,250,000. Together with a computed interest at a rate of not to exceed 0% until the time set forth in Article XXII. Should the City not appropriate the Grant to the Developer, the TIF will terminate.

THIS AGREEMENT DOES NOT CONSTITUTE A DEBT WITHIN THE MEANING OF ARTICLE 13 SECTION 4 OF THE SOUTH DAKOTA CONSTITUTION. NO OBLIGATION IS CREATED BEYOND A FISCAL YEAR IN WHICH AN ANNUAL APPROPRIATION HAS BEEN MADE.

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

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

Section 2.04 Tax Increment District Number 14. CITY represents to DEVELOPER that as of the date hereof that the TID is a Tax Increment District established by CITY pursuant to Resolution Number 2021-23, passed and approved on November 15th, and has authority to carry on the functions and operations contemplated by this Agreement.

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

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

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

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

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

Section 2.10 Completion of Improvements. CITY and DEVELOPER represent that they understand and agree that DEVELOPER shall diligently work to successfully complete any and all required improvements in accordance with the Construction Schedule attached as Exhibit C. This Exhibit is put forth in good faith by the Developer but it is understood that the timeline is subject to multiple variables that may impact the overall timing of the project.

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

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

Article III. THE PROJECT

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

Section 3.02 The Public Infrastructure Improvements. The Public Infrastructure Improvements shall constitute and include the design, construction, assembly, installation and implementation of the project costs described on Exhibit B. The Costs are estimates only and actual costs may be higher or lower than the estimates.

Section 3.03 Construction of the Public Infrastructure Improvements. Public Infrastructure Improvements shall be constructed by the DEVELOPER through private contract. The CITY shall not bid nor contract any improvement described in this Agreement. The Developer shall submit all contracts, which is to include quantities and unit pricing, to the City to ensure that all infrastructure meets CITY's specification and for record keeping.

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

Section 3.05 CITY Costs. There shall be no CITY costs financed with the Tax Increment District. The CITY shall reimburse itself from Available Tax Increment Funds for imputed administrative costs in the amount of \$1,250,000 which shall occur on or before the twentieth anniversary of the creation of the Tax Increment District. This cost will be in the amount of 10% of the total Tax Increment Revenue received on a yearly basis. Once the full amount of \$1,250,000 has been received by the City, the City will forward the remaining amount to the Developer, not to exceed \$11,250,000 or 20 years from the year of creation.

DUTIES AND OBLIGATIONS OF DEVELOPER

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

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

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

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

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

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

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

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

(i) DEVELOPER acknowledges that an amount not to exceed \$2,000,000 of the total Tax Increment Revenue will be designated towards the construction of the turning lanes. It is understood that the Turning Lanes will require final approval by the South Dakota Department of Transportation.

(j) DEVELOPER will comply with all City of Deadwood Ordinances. Developer will show proof of Financial Guarantees as it is stated in section 17.04.120 of the City's Ordinances, to demonstrate financial solvency to ensure that the project will be completed.

Article IV. DUTIES AND OBLIGATIONS OF THE CITY.

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

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

The City will work with the Developer and South Dakota Department of Transportation, and any other agency that may be involved, to assist in a technical manner for the construction of the Turning Lanes.

Article V. INSURANCE

DEVELOPER shall maintain a policy of liability insurance, acceptable to the CITY, with liability limits of at least two million dollars \$2,000,000.00 that names the City of Deadwood as an additional insured. Such a policy shall remain in effect until the CITY accepts the improvements.

Article VI. DEFAULT AND TERMINATION

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

Article VII. INDEMNIFICATION

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

Article VIII. SITE INSPECTION

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

Article IX. LIABILITY

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

Developer agrees to fully indemnify and hold harmless , City (and the elected officials, employees, officers, directors, and representatives of City) from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, cases of action, liability and suits of any kind and nature by brought by any employees or contractors of Developer.

Article X. EXAMINATION OF RECORDS

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

Article XI. NON-WAIVER

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

Article XII. ASSIGNMENT

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

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

(c) Any restrictions herein on the transfer or assignment of DEVELOPER's interest in this Agreement shall not apply to and shall not prevent the assignment of this Agreement to any corporation or other entity with which DEVELOPER may merge or consolidate or that may succeed to a controlling interest in the business of DEVELOPER; nor shall the foregoing apply to or prevent DEVELOPER from assigning the proceeds of this Agreement to a lending institution or other provider of capital in order to obtain financing for the Project. In no event, however, shall CITY be obligated in any way to the aforementioned financial institution or other provider of capital. DEVELOPER shall indemnify the CITY as to any claims by third parties that payments made pursuant to this Agreement should have been made to anyone besides the DEVELOPER.

(d) DEVELOPER may make partial or complete assignment of the Agreement, but only upon written consent of the CITY, which consent shall not be unreasonable withheld. Absent written consent by the CITY to the assignment of the Grant Amount, the DEVELOPER shall indemnify the CITY as to any claims by third parties that payments made pursuant to this Agreement should have been made to anyone besides the DEVELOPER.

Article XIII. CONFLICT OF INTEREST

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

Article XIV. ENTIRE AGREEMENT

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

Article XV. CHANGES AND AMENDMENTS

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

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

date of the rule, regulation or law.

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

Section 15.01 SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the charter, code, or Ordinances of CITY, then and in that event it is the intent of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intent of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a similar clause or provision as may be possible, legal, valid and enforceable.

Article XVI. LEGAL AUTHORITY

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

Article XVII. VENUE AND GOVERNING LAW

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

Article XVIII. TAXES & LICENSES

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

Article XIX. PARTIES' REPRESENTATIONS

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

drafting of this Agreement.

Article XX. NOTICE

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

CITY

City of Deadwood
102 Sherman Street
Deadwood, SD 57732
Phone: _605-578-2600

DEVELOPER

TRD, LLC

Contact: Leah M. Berg, P.E., Project Manager
16 Peck Street
Deadwood, SD 57732
Phone: (605) 716-4646
Fax: (605) 716-1144
Email: LBerg@proacesinc.com

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

Article XXI. CAPTIONS

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

Article XXII. TERM

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

- (i) the date which all monetary obligations under this Agreement have been paid and CITY expenditures reimbursed; or
- (ii) the date this Agreement is terminated as provided in Article VIII; or
- (iii) 20 years from the creation of the District or pursuant to Article II, Section 2.01

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

CITY OF _____

Mayor

ATTEST:

City Finance Officer
SEAL

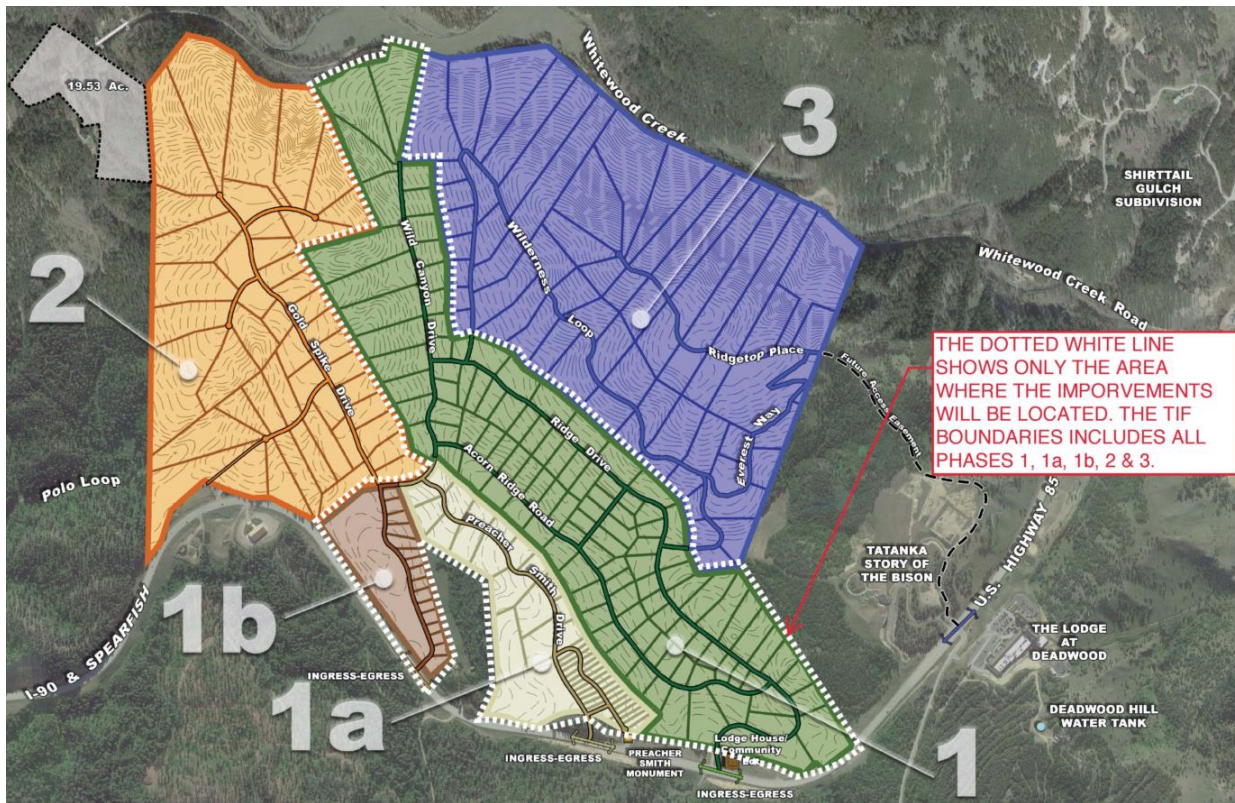
TRD, LLC

**COUNTER SIGNED
RESIDENT ATTORNEY**

By: Randy Horner
Its: President

EXHIBIT A

Project Site



- This map depicts the TIF 14 Boundary as a whole
- The improvements for the TIF will be within the dotted white line
- The turning lanes will be constructed at a later date, when determined by SD Department of Transportation. SD DOT will also determine the exact location of the turning lane(s)

EXHIBIT B

Estimated Public Infrastructure Improvements

Page 1 of 2



CONSTRUCTION ESTIMATED UNIT COSTS

the RIDGE Development
Deadwood, South Dakota



Item No.	Description of Item Limited to: PHASE 1, 1a, & 1b Ridge Drive, Wild Canyon Drive, Preacher Smith Drive & Gold Spike Dr. Part 1	Estimated Quantity	Unit	Estimate Based on current pricing 12/1/21	
				UNIT PRICE	TOTAL
1	Mobilization	1.0	LS	\$ 250,000.00	\$ 250,000.00
2	Miscellaneous and Incidentals	1.0	LS	\$ 300,000.00	\$ 300,000.00
3	Erosion and Sediment Control	1.0	LS	\$ 200,000.00	\$ 200,000.00
4	Construction Staking	1.0	LS	\$ 150,000.00	\$ 150,000.00
5	Traffic Control	1.0	LS	\$ 75,000.00	\$ 75,000.00
6	Clearing / Grubbing / Mass Grading	229,633.0	CY	\$ 15.00	\$ 3,444,495.00
7	Roadway Construction - Grading, Ditches, Recompect Subgrade	29,237.0	CY	\$ 22.09	\$ 645,845.33
8	Culvert, 60' Dia. CMP, Installed	160.0	LF	\$ 750.00	\$ 120,000.00
9	Cilvert, 48" Dia. CMP, Installed	260.0	LF	\$ 713.46	\$ 185,499.60
10	Cilvert, 36" Dia. CMP, Installed	200.0	LF	\$ 300.00	\$ 60,000.00
11	Asphalt Pavement, 6" thickness, Class G/E, Type 1, PG 64-22	12,771.0	TON	\$ 110.00	\$ 1,404,810.00
12	Aggregate Base Course, 8" thickness	17,028.0	TON	\$ 23.00	\$ 391,644.00
13	Aggregate surfacing, shoulders, 1' wide, 6" thickness, each side of roadway	1,154.3	TON	\$ 23.00	\$ 26,547.75
14	8" Water Main, C-900, DR-18	15,390.0	LF	\$ 63.90	\$ 983,421.00
15	6" Water Main, C-900, DR-18, Fire Hydrant Leads	384.0	LF	\$ 64.31	\$ 24,695.04
16	90° Bend 8" Water Main	15.0	EA	\$ 700.00	\$ 10,500.00
17	45° Bend 8" Water Main	20.0	EA	\$ 675.00	\$ 13,500.00
18	22.5° Bend 8" Water Main	30.0	EA	\$ 650.00	\$ 19,500.00
19	11.25° Bend 8" Water Main	20.0	EA	\$ 650.00	\$ 13,000.00
20	8" Water Main 8" X 6" X 8" Tee	40.0	EA	\$ 850.00	\$ 34,000.00
21	8" Water Main Gate Valve with Box	36.0	EA	\$ 2,585.00	\$ 93,060.00
22	Pipe Trench insulation	60.0	SF	\$ 14.00	\$ 840.00
23	Connect to Existing 10" Water Main within gravel approach	1.0	EA	\$ 1,800.00	\$ 1,800.00
24	Flush Mounted Tracer Wire Access Box	32.0	EA	\$ 350.00	\$ 11,200.00
25	Fire Hydrant with Aux Valve	32.0	EA	\$ 5,611.46	\$ 179,566.72
26	Sanitary Sewer Main - Gravity Collection 8" Dia.	15,390.0	LF	\$ 47.10	\$ 724,869.00
27	48" Sanitary Sewer Manhole, 8'-12' Depth	36.0	EA	\$ 5,254.46	\$ 189,160.56
28	60" Sanitary Sewer Manhole, 8'-14' Depth	2.0	EA	\$ 6,800.00	\$ 13,600.00
29	Sanitary Sewer Force Main, 6" PVC	8,015.0	LF	\$ 60.00	\$ 480,900.00
30	Connect to Existing Sanitary Sewer Manhole	1.0	EA	\$ 1,850.00	\$ 1,850.00
31	Unclassified Excavation	25.0	CY	\$ 12.50	\$ 312.50
32	Rock Excavation (trench style non-blasting)	212,850.0	CY	\$ 10.00	\$ 2,128,500.00
33	Furnish wet well, 84" Dia Manhole, w/precast lid & access hatch	2.0	EA	\$ 22,000.00	\$ 44,000.00
34	Install wet well manhole	2.0	EA	\$ 15,000.00	\$ 30,000.00
35	Furnish valve manhole, 72" Dia w/precast lid & access hatch	2.0	EA	\$ 14,000.00	\$ 28,000.00
36	Install valve manhole	2.0	EA	\$ 10,000.00	\$ 20,000.00
37	Furnish and install submersible pumps, rail system, cables and appurtenances	2.0	EA	\$ 60,000.00	\$ 120,000.00
38	Saniatry Sewer Lift Station Sys., 250' Vertical Lift Mech. Equip & Elec. Controls	2.0	EA	\$ 280,000.00	\$ 560,000.00
39	Lift Station Control Building with fencing and access	2.0	EA	\$ 190,000.00	\$ 380,000.00
40	Common Utility Trench within ROW, Electric, Natural Gas and Communications	18,560.0	LF	\$ 33.90	\$ 629,184.00

CONTINUED:

Page 2 of 2


41	SDDOT ROW Rock Mass Removal, Grading, and Rock Crushing Operation	30,000.0	CY	\$ 20.00	\$ 600,000.00
42	Street Lighting, Timber Posts with Solar Light Fixtures	47.0	EA	\$ 2,000.00	\$ 94,000.00
43	SDDOT PCC Hwy 85 Approach	150.0	SY	\$ 97.00	\$ 14,550.00
44	Concrete Encasement for utility (20 LF)	2.0	EA	\$ 1,800.00	\$ 3,600.00
45	Rip-Rap	250.0	TON	\$ 20.00	\$ 5,000.00
46	Gravel Surfacing	500.0	TON	\$ 23.00	\$ 11,500.00
47	Street Sign installed	8.0	EA	\$ 1,090.00	\$ 8,720.00
48	Topsoil Placement - Source onsite	7,980.0	CY	\$ 6.00	\$ 47,880.00
49	Seed, Fertilize and Cover/Mulch	71,820.0	SY	\$ 1.80	\$ 129,276.00
50	1" Poly Water Service Connection, Corp Stop & Curb Stop (45 LF)	157.0	EA	\$ 2,975.50	\$ 467,153.50
51	4" Sanitary Sewer Service Connection with PVC Cleanout (45 LF)	157.0	EA	\$ 2,153.25	\$ 338,060.25
52	Ditch reconstruction toward Whitewood Creek, check-dams, rip-rap, protection	1,306.0	LF	\$ 12.00	\$ 15,672.00
53	Relocate hazardous overhead 911 emergency cable underground	5,384.0	LF	\$ 27.86	\$ 150,000.00
54	Burning of large slash pile from fire reduction tree harvest operation	15.0	EA	\$ 5,500.00	\$ 82,500.00
55	Material Testing (trench compaction, base course and asphalt)	1.0	LS	\$ 15,000.00	\$ 15,000.00
		Construction Cost Sub-Total : \$ 15,972,212.25			
		Engineering Design, Geotech, survey, platting, Const Docs & Const Admin: \$ 950,000.00			
		TOTAL : \$ 16,922,212.25			

Item No.	Description of Item Limited to: SDDOT Double (Right/Left) turn lanes Hwy 85 Ridge Drive, Wild Canyon Drive, Preacher Smith Drive & Gold Spike Dr. Part 1	Estimated Quantity	Unit	Estimate Based on current pricing 12/1/21	
				UNIT PRICE	TOTAL
56	Mobilization Each Approach Location will be constructed separately	1.0	LS	\$ 60,000.00	\$ 60,000.00
57	Construction Staking	1.0	LS	\$ 15,000.00	\$ 15,000.00
58	Three Man Survey Crew (SDDOT)	1.0	LS	\$ 5,400.00	\$ 5,400.00
59	Remove and Reset Cable Guard Rail	742.0	LF	\$ 45.00	\$ 33,390.00
60	Remove PCC Pavement	5,905.0	SqYd	\$ 12.00	\$ 70,860.00
61	Remove Asphalt Concrete Surfacing	60.0	SqYd	\$ 20.00	\$ 1,200.00
62	Incidental Work	1.0	LS	\$ 21,000.00	\$ 21,000.00
63	Base Course	2,144.1	TON	\$ 38.00	\$ 81,475.80
64	Striping and Pavment Markings temporary and permanent	1.0	LS	\$ 12,000.00	\$ 12,000.00
65	Construction Barricade	12.0	EA	\$ 500.00	\$ 6,000.00
66	Traffic Control	1.0	LS	\$ 24,000.00	\$ 24,000.00
67	Contractor furnished barrow excavation	31,495.1	CuYd	\$ 13.00	\$ 409,436.30
68	Rock Excavation	10.0	CuYd	\$ 115.00	\$ 1,150.00
69	Grading, material placement and compaction for wighway widening	12,705.6	CuYd	\$ 24.00	\$ 304,934.40
70	Grading within ROW for ditch draiange system	9,842.2	CuYd	\$ 26.00	\$ 255,897.20
71	8" Nonreinforced PCC Pavemnt	6,352.7	SqYd	\$ 85.00	\$ 539,979.50
72	Aggregate surfaced shoulder	664.4	TON	\$ 38.00	\$ 25,247.20
73	Topsoil placement, contractor furnished	820.2	CuYd	\$ 50.00	\$ 41,010.00
74	Erosion Control Blanket for steep slope	8,244.4	SqYd	\$ 5.00	\$ 41,222.00
75	Seeding, fertilizing ans mulching	15,626.1	SqYd	\$ 4.00	\$ 62,504.40
76	Material Testing	1.0	LS	\$ 15,000.00	\$ 15,000.00
78	SDDOT Certified Inspector and Construction Administration	1.0	LS	\$ 40,000.00	\$ 40,000.00
		SDDOT Turn Lanes Construction Cost Sub-Total :			\$ 2,066,706.80

TOTAL : \$ 18,988,919.05

EXHIBIT C

Preliminary Construction Schedule

	
INITIAL CONSTRUCTION SCHEDULE	
Task	Time Frame
Fire Fuel Reduction Tree Harvest Operations	Spring - Summer 2021
Preliminary Design and planning for infrastructure improvements	Spring - Summer 2021
Clearing Grubbing and Mass Grading	Summer – Fall 2021
SDDOT Right-Of-Way Rock removal and mass grading for ingress/egress to the development	Summer – Fall 2021
Utility coordination and planning: Butte Electric, BH Energy, Lumen, MDU, Midco and Vast	Fall 2021
Final Design and planning for infrastructure improvements	Winter 2021-2022
Drainage features and improvements	Winter 2021-2022
Underground utilities – water and sanitary sewer from City termination through Phase 1, 1a, and 1b	Winter - Spring 2022
Common Utility trench and dry utilities	Winter - Spring 2022
Burning of slash piles	Winter 2022
Sanitary Sewer Lift Stations	Spring 2022
SDDOT Approach location construction	Winter – Spring 2022
Road Construction Phase 1b Gold Spike Drive Part 1 Asphalt Roadway, open ditch drainage, solar street lights	Spring 2022
Road Construction through Phase 1 and 1a Asphalt Roadway, open ditch drainage, solar street lights	Summer – Fall 2022
SDDOT Double Turn Lanes (Right and Left) as required	TBD
Future Phase 2 and 3 will be designed and constructed following Phase 1, 1a and 1b and are not planned for construction at this time	TBD
Note - All time frames included shall be weather and supply dependent	

WE'RE GETTING **SOCIAL**

FOLLOW US! >>>>>



@CUSTOMTRUCKEQUIPMENT

Section 10 Item e.



1800 E. Benson Road
 Sioux Falls, SD. 57104
 Phone: (605) 336-1727
 Fax: (605) 338-2023

www.northamericantrucktrailer.com


PARTS INVOICE NUMBER

QUOTATION

Sold To:

CITY OF DEADWOOD
 102 SHERMAN
 DEADWOOD, SD 57732

Ship To:

CITY OF DEADWOOD
 102 SHERMAN
 DEADWOOD SD 57732

Date: 01-05-22

Page: 1 of 2

Authorization #:

Customer Acct Number		Phone Number	Salesman	Ship Via			Customer Purchase Order		
117985		605 578-2600	AMB	WILL CALL			RANDY		
Loc	Part #	Description		Ord	Ship	B/O	List	Unit Price	Extension

QUOTE NUMBER - 0038

EXPIRATION DATE - 03-06-2022

DB4544-STOCK8-SRW 8' SRW SERVICE BODY STOCK

1 1 16175.00 8185.00 8185.00

G2-54-1342EA38 LIFTAGE 1300LB SERVICE BODY AL

1 0 1 4172.00 3110.00 3110.00

LIFTGATE AND SERVICE BODY BROUGHT TO RAPID CITY
 FOR CUSTOMER

09:30AM PARTS NTX

Signature: _____

Print Name: _____ Date: _____

CUSTOMER	Sub Total	11295.00
	Freight	0.00
	Sales Tax	0.00
QUOTE 0038	Please Pay	11295.00

RETURN/REFUND POLICY ALL RETURNED ITEMS MUST BE IN THE ORIGINAL UNOPENED BOX OR CONTAINER, MUST BE ACCOMPANIED BY THIS INVOICE AND ARE SUBJECT TO A 25% RESTOCKING CHARGE. PLEASE NOTE THAT THE DEALERSHIP WILL NOT ACCEPT RETURNS OR MAKE REFUNDS AFTER 30 DAYS. NO REFUNDS OR RETURNS ON SPECIAL ORDER PARTS OR ELECTRICAL PARTS.

DISCLAIMER OF WARRANTY: ANY WARRANTIES ON THE PARTS OR PRODUCTS DESCRIBED ABOVE ARE THOSE OF THE MANUFACTURER OR SUPPLIER OF THE PARTS OR PRODUCTS. THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SAME. THE LABOR ONLY LIMITED WARRANTY ON THE REVERSE SIDE OF THIS INVOICE APPLIES ONLY TO REPAIRS/SERVICES PERFORMED BY OUR DEALERSHIP. THE DEALERSHIP NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF SAID PARTS OR PRODUCTS. THIS DISCLAIMER IN NO WAY AFFECTS THE PROVISIONS OF ANY MANUFACTURER WARRANTIES. CUSTOMER AGREES TO PAY/REIMBURSE THE DEALERSHIP FOR ALL UNPAID AND DENIED WARRANTY CLAIMS. A FINANCE CHARGE OF ONE AND ONE HALF PERCENT (1 1/2%) PER MONTH IS APPLIED TO ALL ACCOUNTS 30 DAYS PAST DUE. THIS EQUALS AN ANNUAL PERCENTAGE RATE OF 18%.

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



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

MEMORANDUM

Date: January 7, 2022
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Change Order #1 – Denver Avenue Retaining Wall

CAI Construction has submitted a proposal request to Albertson Engineering, Inc. for the Denver Avenue Retaining Wall Project:

- RFP #1: Reduce the overall contract amount by \$8,100.00 for crediting back concrete gutter and fillet.
- The contract time will be increased by two hundred ninety-nine (299) days for a substantial completion date of May 30, 2022, to replace curb and gutter.

The original project cost is \$286,500.00. Change Order #1 is to reduce the amount by \$8,100.00. This will bring the total contract cost to \$278,400.00.

Staff and the design professional have reviewed the request as submitted.

MOTION:

Move to accept change order number one to reduce the contract amount by \$8,100.00 and increase the contract time by two hundred ninety nine (299) days for a substantial completion date of May 30, 2022 to replace curb and gutter for the retaining wall located on Denver Avenue for a total project cost of \$278,400.00.

DRAFT

AIA® Document G701™ - 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 001	OWNER: <input checked="" type="checkbox"/>
Denver Ave Retaining Wall	DATE: 12/28/2021	ARCHITECT: <input checked="" type="checkbox"/>
Deadwood, SD		CONTRACTOR: <input checked="" type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 2017-046	FIELD: <input type="checkbox"/>
CAI Construction	CONTRACT DATE:	OTHER: <input type="checkbox"/>
515 S Main St	CONTRACT FOR: General Construction	
Lead, SD 57754		

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
See attached RFP 1 dated October 20, 2021.

The original Contract Sum was	\$	286,500.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	286,500.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	8,100.00
The new Contract Sum including this Change Order will be	\$	278,400.00

The Contract Time will be increased by two hundred ninety nine (299) days.
The date of Substantial Completion as of the date of this Change Order therefore is May 30, 2022.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<u>Albertson Engineering Inc.</u>	<u>CAI Construction</u>	<u>City of Deadwood</u>
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
<u>3202 West Main, Suite C, Rapid City, SD</u>	<u>515 S Main St, Lead, SD</u>	<u>108 Sherman Street, Deadwood, SD</u>
ADDRESS	ADDRESS	ADDRESS
<u>BY (Signature)</u>	<u>BY (Signature)</u>	<u>BY (Signature)</u>
<u>Jared Schippers</u>		
(Typed name)	(Typed name)	(Typed name)
<u>12-28-2020</u>		
DATE	DATE	DATE

PROPOSAL REQUEST

PROJECT:

Denver Avenue Reconstruction
Deadwood, South Dakota

PROPOSAL REQUEST NO.: 1**DATE:** October 20, 2021**OWNER:**

City of Deadwood
Deadwood, South Dakota

AEI PROJECT NO. : 2017-046**TO CONTRACTOR:**

CAI Construction
515 S Main St
Rapid City, SD 57702

ENGINEER:

Albertson Engineering, Inc
3202 West Main St, Suite C
Rapid City, SD 57702

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:

This RFP is requesting a lump sum credit for the following:

1. Remove concrete gutter and fillet areas as highlighted in the sketch below.
2. Extend substantial completion date to May 30, 2022.

Total lump sum CREDIT cost for this Proposal Request:

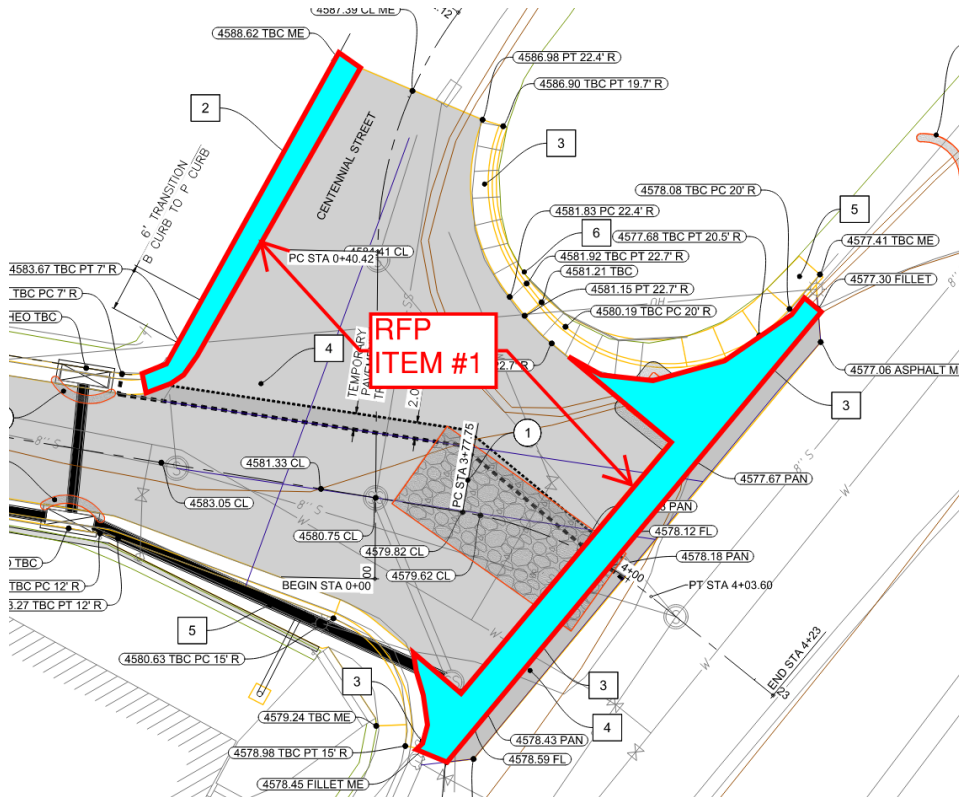
eight thousand one hundred dollars (\$8,100.00/x

REQUESTED BY:

Jared Schippers, PE
Albertson Engineering, Inc.

Page 1 of 2

PROPOSAL REQUEST



REQUESTED BY:
 Jared Schippers, PE
 Albertson Engineering, Inc.



MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement"), dated this 1st day of February, 2022 is between Golden West Technologies ("GWT") and City of Deadwood ("Customer"), whereby the parties agree as follows:

RECITALS

This agreement governs all of the services that we perform for you (collectively, the "Services"). The Services will be described in one or more addendums that we provide to you, and once you and we mutually agree to an addendum via signature, the addendum will become a part of, and governed under, the terms of this Agreement. If there is a material difference between the language in an addendum and the language in this Agreement, then the language of the addendum will control. This Agreement only governs the services described herein and does not modify or alter the terms and conditions of any other agreement for purchase or lease of hardware, software or services.

Customer subscribes to services in accordance with the terms and conditions of this Agreement.

I. **Services:** Initial services under this agreement are specified in the indicated Addendum(s):

Managed Services Package:

<input type="checkbox"/> Technology Leadership Service	Addendum A
<input checked="" type="checkbox"/> Managed Services Basic	Addendum B
<input checked="" type="checkbox"/> Firewall	Addendum C
<input checked="" type="checkbox"/> Managed Next Gen Anti-Virus	Addendum D
<input checked="" type="checkbox"/> Email Filtering	Addendum F
<input checked="" type="checkbox"/> BCDR	Addendum G
<input type="checkbox"/> Hosted Email Backup	Addendum H
<input checked="" type="checkbox"/> Enhanced Network Monitoring	Addendum I
<input type="checkbox"/> Managed Multi-Factor Authentication	Addendum O
<input checked="" type="checkbox"/> Wireless Monitoring and Management	Addendum P
<input type="checkbox"/> Managed Devices	Addendum J
<input type="checkbox"/> Onsite Support	Addendum N

A la Carte Services:

<input type="checkbox"/> BCDR	Addendum G
<input type="checkbox"/> Cybersecurity Essentials	
<input type="checkbox"/> Firewall	Addendum C
<input type="checkbox"/> Managed Next Gen A/V (NMC)	Addendum E
<input type="checkbox"/> Email Filtering	Addendum F
<input type="checkbox"/> Security Total Care	Addendum K
<input type="checkbox"/> Telephony Total Care	Addendum L
<input type="checkbox"/> Alarm Monitoring	Addendum M

II. **Term:** The initial term of this Agreement is for one (1) year unless a different term is specified on any of the attached addendum(s)] from the "In-Service Date" which is the date that all necessary tools are installed and operational. Unless terminated by either party's written notice at least thirty (30) days before the end of the initial term, this Agreement will automatically renew on a month-to-month basis (rates subject to change). Thereafter, this agreement may be terminated by either party by giving at least 30 days written notice of termination to the other party.

III. **Fees:**

Monthly Fee effective February, 2022: \$2,486.00* (Includes Email Filtering, Managed Next Gen A/V, Enhanced Network Monitoring, BCDR, and Wireless). Monthly Fees beginning May 1, 2022: \$3,304.50* (addition of Managed Services Basic). Monthly Fees beginning July 1, 2022: \$3,464.50* (addition of Managed Firewall). Monthly Fees beginning September 1, 2022: \$3,604.50* (addition of Historic Preservation storage support). Monthly fees may fluctuate depending on addition and/or subtraction of services.

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the state of use.

It is understood that any and all Services requested by Customer that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services.

- IV. **Acceptance:** By signing this Agreement, the Customer accepts and agrees to all of the Terms and Conditions on all pages of this Agreement.
- V. **Notice:** Any notices required to be given by GWT shall be sent via email to jessicca@cityofdeadwood.com. All notices to GWT shall be sent via email to info@gwtis.com.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their authorized representatives as indicated below.

Golden West Technologies

By: _____

(Authorized Signature)

Print Name: James Van Loan

Title: Sales Manager

Date: _____

City of Deadwood

By: _____

(Authorized Signature)

Print Name: Jessicca McKeown

Title: Finance Officer

Date: _____

ADDITIONAL TERMS AND CONDITIONS

1. These terms constitute the entire and only Agreement (collectively, the "Agreement") between GWT and Customer with respect to the Service and supersede all other communications and agreements with regard to the subject matter hereof. At any time after the initial term of this Agreement, GWT may increase charges or change the terms and conditions of this Agreement, provided that increases will not exceed 10% in a 12 month period. At any time after the initial term, Customer may cancel this Agreement by providing notice in writing at least 30 days prior to the cancellation effective date. Unless otherwise agreed, Customer's right to use the Service is not transferable and is subject to any limits established by GWT.
2. Customer shall pay in advance any fees and other charges incurred by Customer at the rates in effect for the billing period in which those charges are incurred. For situations where credit card payment is utilized, Customer shall maintain a current authorization for GWT to debit Customer's credit card account for such amounts. In addition, Customer shall provide GWT a current street address and Internet e-mail address for future communications and shall notify GWT of any change of e-mail and/or street address. Customer shall pay all applicable taxes related to use of the Service by Customer. For situations where Customer's credit card issuing financial institution has been notified of a payment dispute, Customer agrees that proof of Service usage by Customer constitutes Customer authorization to submit payment request to Credit Card issuing financial institution. If Customer fails to pay for the Service, GWT may, at its sole discretion and without notice to Customer, (a) suspend its performance under this Agreement and deny Customer access to and use of the Service until Customer is back in good standing, or (b) terminate this Agreement and Customer's access to and the use of the Service. During the initial term GWT may also cancel the Service to Customer for cause upon thirty (30) days prior written notice of termination and the cause therefore. Upon termination by GWT under any of the provisions of this paragraph, Customer's access to any of Customer's data stored by the Service may be permanently terminated. GWT will not provide a refund for any unused portion of the Services paid in advance by Customer. Customer shall be responsible for payment of all Services up to the time of suspension or termination and for payment of a late charge of one and one half percent (1 1/2 %) per month on any unpaid balances. A fee of up to 35% of the outstanding balance may be added to any account that is sent to collections due to failure to pay.
3. During the initial term Customer may terminate this Agreement for material breach of performance by GWT after having first provided written notice of such breach of performance to GWT. Following receipt of Customer's written notice of material breach GWT shall have thirty (30) days in which to cure the material breach. If within the thirty (30) day cure period GWT fails to cure the material breach, this Agreement will be deemed terminated. If Customer terminates this Agreement under the provisions of this paragraph, GWT will assist Customer in the orderly termination of services. This may involve copying data to an external drive. Customer agrees to pay GWT the actual costs of rendering such assistance.
4. Fees for the initial term are based on Customer's agreement to receive and pay for the Services for the full initial term. If this Agreement is terminated during the initial term either for cause by GWT or without cause by Customer, Customer agrees to pay monthly fees for the remainder of the initial term following such termination. Upon such termination any outstanding fees for the remainder of the initial term shall be accelerated and immediately due and owing to GWT.
5. No bailment or similar obligation is created between Customer and GWT with respect to Customer's data. Customer is solely responsible for creating Login ID's and Passwords. Customer is solely responsible for maintaining the confidentiality of Login ID's and Passwords. Customer shall be responsible for all use of the Service accessed through Customer's Login ID's and Passwords.
6. Customer agrees that Customer will use the Service only in a manner consistent with the purposes of the Service. Customer shall not use the Service for storage, possession, creation or transmission of any information, including without limitation, stolen/pirated materials, defamatory materials, obscene materials or child pornography the storage, possession, creation or transmission of which violates any state, local or federal laws or regulations. Customer shall be responsible for determining what laws or regulations apply to its use of the Service. GWT retains the right to determine, in its sole discretion, whether any use by Customer is consistent with the purposes of the Service, and to immediately terminate any use

determined not to be consistent therewith. **CUSTOMER DATA MAINTAINED BY GWT IS SUBJECT TO EXAMINATION BY LAW ENFORCEMENT OFFICIALS OR OTHERS WITHOUT CUSTOMER'S CONSENT UPON SERVICE OF A VALID SEARCH WARRANT OR SUBPOENA ON GWT. CUSTOMER AGREES THAT GWT MAY, WITHOUT NOTICE TO CUSTOMER, REPORT TO THE APPROPRIATE AUTHORITIES ANY CONDUCT OR USE OF THE SERVICE BY CUSTOMER THAT GWT BELIEVES VIOLATES ANY APPLICABLE LAW OR REGULATION.**

7. Customer agrees to indemnify and hold harmless GWT its agents and employees from and against any and all claims, demands, liabilities or obligations for losses, damages, penalties, fines, punitive damages and expenses of any kind, including attorney fees, brought by a third party under any theory of legal liability arising out of use of the Service by Customer or any person using Customer's login information, regardless of whether such person has been authorized by Customer to use the Service.
8. **CUSTOMER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT CUSTOMER'S SOLE RISK. NEITHER GWT NOR ANY OF ITS LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE, OR FREE FROM UNAUTHORIZED ACCESS TO, ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA. NEITHER GWT NOR ANY OF ITS LICENSORS, EMPLOYEES OR AGENTS MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS MADE AVAILABLE ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. WHETHER SOUNDING IN TORT, CONTRACT OR ANY OTHER THEORY OF LIABILITY, GWT' LIABILITY FOR DAMAGES (WHETHER DEEMED DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, ACTUAL, LOST PROFITS OR REVENUES, PUNITIVE OR OTHERWISE) NOT CAUSED BY THE WILLFUL, WANTON OR FRAUDULENT CONDUCT OF GWT OR ITS AGENTS, AND ARISING OUT OF MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN SERVICE; OR ARISING OUT OF GWT'S FAILURE TO MAINTAIN PROPER STANDARDS OF MAINTENANCE AND OPERATION, OR TO EXERCISE REASONABLE SUPERVISION; OR OCCURRING IN THE COURSE OF FURNISHING SERVICE OR OTHER FACILITIES; SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THAT INVOICED FOR THE BILLING CYCLE IN WHICH THE CONDUCT GIVING RISE TO THE CLAIM TOOK PLACE. SUCH LIABILITY AS HEREIN SET FORTH IS FIXED AS LIQUIDATED DAMAGES AND NOT A PENALTY AND THIS LIABILITY SHALL BE COMPLETE AND EXCLUSIVE. CUSTOMER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES, IF ANY, WHICH MAY PROXIMATELY RESULT FROM A FAILURE OF GWT OR ITS AGENTS TO PERFORM ANY OF ITS OBLIGATIONS OR A FAILURE OF THE SYSTEM TO OPERATE BECAUSE OF, AMONG OTHER THINGS: THE UNCERTAIN AMOUNT OF VALUE OF CUSTOMERS PROPERTY OR THE PROPERTY OF OTHERS WHICH MAY BE LOST OR DAMAGED; THE INABILITY TO ASCERTAIN WHAT PORTION, IF ANY, OF ANY LOSS WOULD BE PROXIMATELY CAUSED BY GWT OR ITS AGENTS FAILURE TO PERFORM ANY OF ITS OBLIGATIONS. ANY ACTION AGAINST GWT IN CONNECTION WITH ITS SERVICE, MUST BE COMMENCED WITHIN ONE YEAR AFTER THE ALLEGED CONDUCT GIVING RISE TO THE CLAIM OCCURRED.**
9. This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of South Dakota, without regard to its choice of law provisions. Venue lies in the state and federal courts of Pennington County, South Dakota which shall have exclusive jurisdiction and venue over all controversies in connection herewith. In the event Customer shall violate any term, covenant or agreement hereunder and Golden West Technologies shall incur any legal expenses as a result thereof, Customer agrees to pay reasonable attorney's fees so incurred by Golden West Technologies, including court costs and appellate proceedings.
10. This agreement, together with any and all addendums, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements, or understandings related to the Services and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or addendum will act only to provide illustrations or descriptions of Services to be provided, and will not act to modify this Agreement or provide binding contractual language between the parties. GWT will not be bound by any agents' or employees' representations, promises or inducements not explicitly set forth herein.
11. Customer agrees travel will be billed portal to portal at the current labor rate if an onsite visit is required.
12. Customer agrees that for so long as GWT is engaged by Customer, and for a period of twenty-four months thereafter, Customer shall not, directly or indirectly, call upon, solicit, recruit, or assist others in calling upon, recruiting or soliciting any persons who is an employee of GWT and whom Customer has become aware of by virtue of this engagement for the purpose of having such a person work for Customer, or for any other person firm corporation or entity.
13. Nothing contained in this Agreement shall be deemed to create a relationship between GWT and Customer in the nature of a partnership, joint venture, principal/agent or any other relationship. Both parties agree that GWT has no interaction with the data or information stored or used by Customer pursuant to this Agreement, except as necessary to maintain the Service and/or ascertain Customer's compliance with this Agreement.
14. The provisions of paragraphs 6, 8, 9 and 10 are for the benefit of GWT and its respective Suppliers, Licensors, Employees, and Agents; and each shall have the right to assert and enforce such provisions directly on its own behalf.
15. It is the Customer's responsibility to provide and pay for all public IP addresses needed for monitoring.
16. The person executing this Agreement for and on behalf of Customer hereby warrants and represents that he/she is duly authorized to execute same and has the authority to bind and obligate Customer herein.
17. GWT will not be liable to you for delays or failures to perform GWT's obligations under this Agreement or any addendum because of circumstances beyond GWT's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by you, or any acts or omissions of any governmental authority, natural disaster, actor of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.
18. Portions of the Services may be acquired from, or rely upon the services of third party manufacturers or providers, such as data hosting services, domain registration services, and data backup/recovery services ("Third Party Service"). Not all Third Party Services may be expressly identified as such in an addendum, and at all times GWT reserves the right to utilize the services of any third party provider, or change third party providers in its sole discretion as long as the change does not materially diminish the Services to be provided to you under an addendum. GWT will not be responsible, and will be held harmless by you, for the failure of any third party provider or manufacturer to provide Third Party Services to GWT or to you.



ADDENDUM B – MANAGED SERVICES BASIC

This addendum supplements the Master Services Agreement and provides specific details for the service provided.

- I. **Description of Service:** Golden West Technologies' Managed Services Basic is a solution for customers to managed and support their network infrastructure.
 - A. **Strategic Services**
 - Quarterly Business Review
 - B. **NOC Services**
 - 8x5 network & server management
 - With 24x7 alerting and emergency response
 - Server patching (Windows & 3rd party)
 - Semi-annual Centralized Services and Network Administrator review & alignment
 - C. **Emergency Services**
 - Virus remediation for networks meeting the Cybersecurity Minimum Standards
 - After hours critical system failure response by on-call technicians
 - D. **Best Effort Services**
 - For non-GWT supplied equipment or non-Microsoft software, GWT will provide a best effort to troubleshoot issues, not to exceed 30 minutes of effort. Beyond that 30 minutes, standard billable rates may apply.
- II. **Availability of Services:** The scope of this Agreement shall be applied 24x7x365 for Monitoring and 8:00 am – 5:00 pm MST Monday-Friday (excluding holidays) for remote support. Access to the GWT NOC by authorized personnel is made by opening a service request via email at: gwtnoc@goldenwest.com or for time-critical issues by calling 605-719-3743 or 866-208-9720.
 - **Services Delivered Outside of Standard Business Hours:** Non-emergency services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday and on holidays shall be subject to 1.5 times the current billable rate.
- III. **On-Boarding – Provisioning, Training and Go-Live:** Golden West Technologies will schedule and install the necessary tools to monitor and manage the Customer's network. The Customer agrees to provide Golden West Technologies with remote network access, a specific domain admin account and a server with enough resources available for monitoring tools. An overview training will be provided upon request.
- IV. **Minimum Service Compliance Standards:** In order for Client's existing environment to qualify for GWT Services, the following requirements must be met or a plan in place to remediate:
 - a. All servers with Microsoft Windows Operating Systems must not be in an end of life state.
 - b. All workstations with Microsoft Windows Operating Systems must not be in an end of life state.
 - c. All Line-of-Business software must be genuine, licensed and vendor-supported.
 - d. The environment must have a currently licensed, vendor-supported backup solution.

- e. The environment must have a currently licensed, vendor-supported hardware firewall between the internal network and the internet.
- f. The environment must have a currently licensed, up-to-date and vendor-supported antivirus solution protecting all servers & workstations.

V. Excluded Services:

- a. Parts, equipment or software not covered by vendor/manufacture warranty or support
- b. The cost of any parts, equipment, or shipping charges of any kind
- c. The cost of any software, licensing, or software renewal or upgrade fees of any kind
- d. The cost of any 3rd party vendor or manufacturer support or incident fees of any kind
- e. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- f. Service and repair made necessary by the alteration or modification of equipment other than that authorized by GWT. This includes alterations, software installations or modifications of equipment made by Client's employees or anyone other than GWT.

Pricing can change during the term of this Agreement due to the addition of new services or a change in the scope of services provided (additional users, devices, etc.) These changes will typically be discussed during a quarterly review or at the time of the service addition

Included in original Master Service Agreement: ☒ Yes ☐ No

ADDENDUM C—FIREWALL MONITORING AND MANAGEMENT

I. Description of Services: Golden West Technologies' Firewall Monitoring and Management Service is a comprehensive monitoring and management solution for SonicWALL Firewall appliances.

A. Covered service provided by Golden West Technologies includes:

- General firewall configuration and support
- Nightly configuration backups
- Scheduled firmware updates
- Email availability alerts
- Phone alert notification (Gold only)
- Web access to summarized usage reports (Gold only)
- Automated emailed reports (Gold only)
- Hardware warranty (Does not cover e-class devices)

B. Any service not described above would be considered a billable activity (unless Customer has the Technology Leadership Service) to include:

- Setting up the Active Directory portion of LDAP integration/Single-Sign-On/DPI-SSL.
- Any other configuration changes to the network outside of the firewall.

II. Requirements: In order for Golden West Technologies to provide firewall monitoring and management, the following are the minimum requirements:

- SonicWALL firewall is vendor supported.
- SonicWALL has an active security service subscription.

III. Setup Procedures: Golden West Technologies will configure, ship and remotely assist with the onsite install of the SonicWALL for customers who have purchased a SonicWALL from GWT. If the SonicWALL is already in place, it must be in an online and operational state before monitoring can begin. The Golden West Technologies' Network Operations Center can then assist in opening a management rule.

A. Responsibilities of the Customer Includes:

- Physical installation of the firewall (if applicable)
- Provide remote access and admin credentials to firewall
- Transfer of registration of the SonicWALL firewall to GWT (if applicable)

B. Any effort not described above would be considered a billable activity, to include:

- Onsite installation of the firewall
- Analyzing/translating the configuration from a non-SonicWALL firewall to the new firewall
- Any other configuration changes to the network outside of the firewall.

Firewall Location Address: 102 Sherman Street, Deadwood, SD 57732

IV. SERVICE LEVEL

☒
☒

GOLD

BRONZE (Available for Branch Only)

If during the term of this Agreement, Customer requests additional services, Customer's monthly fees will be increased by the cost of the additional services as reflected on a quote or purchase order for the same..

Included in original Master Service Agreement:

☒

Yes

☐

No

ADDENDUM E –MANAGED NEXT GEN ANTI-VIRUS (NMC)

I. Description of Services: Golden West Technologies' Managed NextGen Anti-Virus is a solution for Customers to help protect their network infrastructure from cybersecurity threats.

A. General: As of the In-Service date, Managed NextGen Anti-Virus will be made in effect and includes the following where applicable:

- Providing of the MNGAV agent
- Access to the MNGAV portal
- Training on the use of the portal
- 24/7/365 monitoring and initial incident management. Incident management will be as follows:
 - When a threat is detected by the Agent, the Agent will attempt to kill and/or quarantine the threat automatically. The SOC will be notified of the threat.
 - If the Agent is able to stop the threat, the SOC will mark the threat as remediated. A threat analysis report will be generated by the SOC. The GWT NOC will log the incident and forward the report to the customer.
- Initial installation Q&A for 30 days after the MNGAV agent installer is provided
 - Note: Any direct support would be billable
- Whitelisting of applications
- Threat analysis reporting (content of the report is determined by the nature of the threat). Reports will be provided during normal working hours (8 am–5 pm MT Monday-Friday, excluding holidays)
- Support for issues with the MNGAV product (8 am – 5 pm MT Monday – Friday, excluding holidays)

Responsibilities of the Customer (otherwise a billable activity) are anything not listed above which includes:

- Installation of MNGAV agent
- Building of an .msi wrapper or any other installation specific actions
- Any troubleshooting beyond the unloading of the agent to verify that the MNGAV tool is not causing the issue

II. Number of Devices:

16 Server(s)

51 PC(s)

If during the term of this Agreement, Customer requests additional services, Customer's monthly fees will be increased by the cost of the additional services as reflected on a quote or purchase order for the same..

Included in original Master Service Agreement: ☒ Yes ☐ No

ADDENDUM F –EMAIL FILTERING

- I. Description of Services:** Golden West Technologies' Email Filtering Solution is a multi-layered service helping to prevent spam, phishing and other malicious emails.

Covered service provided by Golden West Technologies includes:

- Initial setup of the application
- Whitelisting and blacklisting of email addresses
- General configuration updates and changes
- Training on the use of the email filter portal

- II. Requirements:** Minimum requirements for Golden West Technologies to provide email filtering:

- Domain Controller, Certificate Authority and Mail Server are on a Microsoft supported OS
- The mail server application is a Microsoft supported version of Exchange or Office 365. (Non-Microsoft mail providers are not supported.)
- Any externally enabled email addresses (including user mailboxes, aliases, distribution lists and mail enabled security groups) must exist within Active Directory.

- III. Setup Procedures:**

A. Responsibilities of the Customer includes:

- Provide Golden West Technologies' (GWT) Network Operations Center (NOC) access to the firewall, or if a non-SonicWALL firewall, configuration of the firewall.
- Take appropriate action to change the mail exchange (MX) record with their Domain registrar to mail-virtual.gwtc.net or providing the GWT NOC with appropriate information and credentials necessary to remotely access an internal domain controller.
- Provide GWT with documentation on the IP addresses of servers and a mail-filter account or give access to GWT to discover the IPs and create a mail-filter account.

B. Any effort not described above would be considered a billable activity, to include:

- Installing or modifying the Certificate Authority
- Maintenance or modification of Active Directory, Office 365, or Exchange (for example, adding proxy addresses)

Number of email boxes protected: 80

Mail box protection is sold in groups of 10. The monthly recurring charge will be appropriately adjusted as the customer adds email boxes and additional groups of 10 are required.

Additional Terms and Conditions for Email Filtering Service:

Golden West Technologies assumes no responsibility for the timeliness, deletion or incorrect delivery of any email communications processed by this service. The customer must provide and is responsible for all equipment necessary to receive email forwarded to the customer by this service.

Included in original Master Service Agreement: ☒ Yes ☐ No

ADDENDUM G –BCDR

- I. Description of Services:** Golden West Technologies' BCDR Service is a complete business continuity and disaster recovery solution offering maximum security for critical business data.
- II. Setup Procedures:** Golden West Technologies will schedule an install of the Golden West Platinum Backup Appliance at the Customer location. Once the BDR Appliance is in place, a data backup to the appliance will be scheduled for off hours. Upon completion, data will be replicated to a secure data center. Service will begin when the appliance is installed and is operational, known as the "in-service" date.
- Address of Appliance:** 102 Sherman Street, Deadwood, SD 57732
- III. ***TERM***: The initial term of this Agreement was for three (3) years from the "In-Service" date. Renewal terms remain the same as the Master Service Agreement stipulates. During the term of the Agreement, Customer fees will be automatically adjusted as storage requirements change.**
- IV. Appliance:**
- ☐ Business
- ☒ Professional - 10TB
- ☐ Device Enterprise

Additional Terms and Conditions for BDR Service:

- USE OF THIS Service (the "Service") consists of the right of the Customer ("Customer") to electronically transmit and store computer data using either a private data communications network, or the Internet into a location provided by Golden West Technologies and to retrieve said data should it be required. The Service is made available by Golden West Technologies to Customer during the period Customer maintains a paid subscription to the Service. Customer must be a currently licensed user of Golden West backup client software for Services where software is required to provision access.
- Golden West Technologies may make copies of all files stored as part of the backup and recovery of servers utilized in connection with some of the Services. Golden West Technologies is not obligated to archive such copies and will utilize them only for backup purposes. They will not be accessible to Customer.
- Customer is responsible for and must provide data connectivity to the Golden West Technologies BDR Appliance to allow for remote monitoring and off site backups. Additionally, Customer is responsible for providing environmental protection and power for the Golden West BDR Appliance.
- The Golden West BDR Appliance is the property of Golden West Technologies unless customer chooses outright purchase as listed on a separate quote.
- The backup data being stored on the Golden West BDR Appliance and at offsite locations remains the sole property of the Customer.
- Fees are based on the Customer's acceptance to receive and to pay for the services for Three (3) full years. If the Agreement is canceled without cause outlined in this agreement during the initial term, the Customer agrees to pay the following early termination fee:

	<u>BUSINESS</u>	<u>PROFESSIONAL</u>	<u>ENTERPRISE</u>
Anytime During Year 1	\$2,400.00	\$5,500.00	\$12,000.00
Anytime During Year 2	\$1,200.00	\$2,750.00	\$6,000.00
Anytime During Year 3	\$1,000.00	\$1,375.00	\$3,000.00

- In the event of a catastrophic failure in which the Golden West Platinum Backup Appliance is damaged a recovery service fee of \$1000 plus cost of the Golden West BDR Appliance and any shipping and handling will be charged to the Customer. In addition actual costs of providing assistance in regard to a replacement Golden West BDR Appliance will be billed at standard time and material rates
- Except for the Golden West BDR Appliance, Customer hardware replacement cost and the cost associated with hardware replacement fall outside this Agreement.
- This Agreement includes support for Windows and Linux Server Operating Systems only. Data to be backed up may not reside on client desktop and/or laptop machines.
- Any additional equipment deemed necessary to provide continued support for this service will be billed to the Customer if a cost is incurred for this equipment by Golden West Technologies.

Included in original Master Service Agreement: ☒ Yes ☐ No

ADDENDUM I – ENHANCED NETWORK MONITORING AND MANAGEMENT

- I. Description of Services:** Golden West Technologies' Enhanced Network Monitoring and Management is a solution for Customers to help protect their network infrastructure.
- A. **General:** As of the in-service date, Enhanced Network Monitoring and Management will be made in effect and include the following where applicable:
- Switch Configuration Backups with Change-Logs
 - Network Mapping of Managed Switches, Routers, and Firewalls
 - Analytic Tools for advanced network troubleshooting and forensic investigations
- B. **Time Frame:** The scope of this Agreement shall be applied 24x7x365 for Monitoring, excluding times when the services are not available due to maintenance, testing or inability of the customer to access services. Analysis of the data will be performed between 8:00 am – 5:00 pm MST Monday-Friday (excluding holidays). As defined here, a level of normal monthly monitoring of 99% shall be deemed as meeting the service level requirements of this Agreement. Any failure to meet this level of service that is attributable solely to Golden West Technologies or its subcontractors shall be deemed a default under Section 3 of the Terms and Conditions of the Master Service Agreement.
- C. **Priority and Response:** Remote support is provided 24x7x365. Support required outside of 8AM-5PM M-F and on holidays, will be provided by our on-call staff.
- D. **Detailed Service Description:** Included in Appendix A which is attached.
- II. Setup Procedures:** Golden West Technologies will schedule a remote install of the client on each identified network device. The Customer agrees to provide Golden West Technologies with remote network access, a list of targeted network devices, a specific domain admin account and a server to install management software

If during the term of this Agreement, Customer requests additional services, Customer's monthly fees will be increased by the cost of the additional services as reflected on a quote or purchase order for the same..

Included in original Master Service Agreement: ☒ Yes ☐ No

APPENDIX A

Enhanced Network Monitoring Service Guide

- **Description of Service:**
Enhanced Network Monitoring provides users with greater visibility of their network infrastructure and resources through automatically created network maps and simple packet analysis.
 - **Device Backup:** Automatic programmed backups of network switch and router configurations. Allows for easy deployment of replacement devices.
 - **Network Topology:** Service allows for automatic discovery and mapping of network devices.
 - **Network Monitoring:** Service allows customer and Golden West Technologies staff to examine traffic on specific devices. Typically, the traffic on the port that leads to the internet is monitored.
 - **Troubleshooting:** Service aids customer and Golden West Technologies staff in troubleshooting network problems.
- **Setup Procedures:**
 - Customer is required to complete all information in the Request for Information (RFI) document before service can be setup. Once the RFI is completed, a GWT representative will remotely configure the service to begin scanning all subnets reported in the RFI. If SFLOW or NetFLOW data is required, a GWT representative will create a Linux virtual machine and configure it to send data securely to the service.
- **Problem Tracking:**
 - The service does include some alerts, but they are not tracked by GWT.
 - Service can be used by the customer and GWT to troubleshoot network performance issues. A ticket will be opened and the issue and resolution will be logged at GWT.
 - Reports can be requested on a case-by-case basis for event information.



ADDENDUM P –WIRELESS MONITORING AND MANAGEMENT

- I. Description of Services:** Golden West Technologies' Wireless Monitoring and Management Service is a comprehensive monitoring and management solution for RUCKUS Wireless appliances.
- II. Setup Procedures:** Golden West Technologies will configure, ship and remotely assist with the onsite install of the RUCKUS Access Points. The Golden West Technologies Network Operations Center can then assist in opening a management rule for Golden West.
- III. Service Level:** Golden West Technologies will provide service on wireless systems, to include:
- a. Lifecycle Tracking
 - b. Device Monitoring
 - c. Access Point Configuration and Management
 - d. Remote Support for Access Points
 - e. Firmware Scheduling
- IV. Number of Access Points:** 3
- V. Address of Service:** 102 Sherman Street, Deadwood, SD 57732

If during the term of this Agreement, Customer requests additional services, Customer's monthly fees will be increased by the cost of the additional services as reflected on a quote or purchase order for the same.

Included in original Master Service Agreement: ☒ Yes ☐ No

2022	2021	
	\$	
Jan \$ 1,858.00	1,858.00	
	\$	
Feb \$ 2,482.00	2,482.00	
	\$	
Mar \$ 2,482.00	2,482.00	
	\$	
Apr \$ 2,482.00	2,482.00	
	\$	
May \$ 3,300.50	3,300.50	
	\$	
June \$ 3,300.50	3,300.50	
	\$	
July \$ 3,460.50	3,460.50	
	\$	
Aug \$ 3,460.50	3,460.50	
	\$	
Sept \$ 3,600.50	3,600.50	
	\$	
Oct \$ 3,600.50	3,600.50	
	\$	
Nov \$ 3,600.50	3,600.50	
	\$	
Dec \$ 3,600.50	3,600.50	
	\$	
\$ 37,228.00	33,237.95	2021 Total
	\$	Upgraded
	6,500.00	Storage
	\$	
\$ 37,228.00	39,737.95	
\$ 2,509.95		Cost Savings

January 1 - \$1,862/month

- MNGAV – Servers
- MNGAV – Workstations
- Email Security
- Auvik
- Managed BCDR
- Managed Wireless

May 1 - \$2,680.50/month

- GWT Managed Services – Basic
 - Invoice 382400

July 1 - \$2,840.50

- Managed Firewall – Primary
 - Invoice 384815

September 1 - \$2,980.50/month

- Historic Preservation

Brandyn preferred we outline the monthly fees increases in the MSA, bottom of page 1. Let me know if you have any questions.

Eric Eisenbraun

Golden West vCIO

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