

## **City Commission Regular Meeting Agenda**

Tuesday, September 06, 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 August 15, 2022 City Commission minutes

## 4. Approve Bills

a. Approval of Bill List for September 6, 2022

## 5. Items from Citizens on Agenda

- a. Proclamation declaring week of September 17 through September 23 as Constitution Week in the City of Deadwood
- <u>b.</u> Proclamation declaring month of September as Responsible Gaming Education month in the City of Deadwood

## 6. Consent Agenda

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

- a. Permission to purchase wireless color changeable bulbs for street lights from Eagle Enterprises, LLC in amount of \$12,500.00. (To be paid half by Streets supply budget and HP Capital Assets.)
- b. Permission for Mayor to sign Certificate of Purchase and Warranty Deed for Karl D. Burke and Linda A. Simon.
- c. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Karl Burke and Linda Simon and Bobbie Isaak.
- <u>d.</u> Permission to purchase and install new memorial stone for the baby section at Oakridge Cemetery in the amount of \$4,500.00 from Deadwood Granite & Marble Works. (To be paid from the Oakridge Cemetery fund.)
- e. Designate Black Hills Pioneer as official City of Deadwood newspaper for twelve months per SDCL 9-12-6.

- f. Permission to hire Lornie Stalder as Public Buildings Superintendent at \$23.00 per hour (plus phone stipend) effective September 19, 2022, pending pre-employment screening.
- g. Permission to hire John Isaak as full-time Streets Equipment Operator starting on September 18, 2022 at \$21.00 per hour, to be increased to \$23.00 per hour upon completion of full CDL certification.
- h. Permission to increase wage of trolley driver Reece Beck to \$16.01 per hour effective August 21, 2022 after two years of service.
- i. Permission to add phone stipend for Charles Fetter effective August 21, 2022.
- j. Add Charles Fetter effective July 29, 2022, Jade Rodiack and Adam Rogge effective August 11, 2022 to Volunteer Fire Department Roster for workers compensation purposes.
- k. Remove Doug Egemo, Mount Moriah Ticket Booth Attendant, from payroll effective August 19, 2022.
- I. Accept resignation Dale Marlow, trolley driver, effective August 27, 2022.
- m. Permission to hire Violet Baker for Library Assistant 1 at \$13.27 per hour effective Sept. 9, 2022 pending pre-employment screening.
- n. Permission to make 2022 budget allocation to Naja Shriners in the amount of \$3,500.00. (To be paid from Bed and Booze.)
- o. Acknowledge cancelation of parking lease with Black Hills Central Reservations for two (2) parking spots located on Siever Street.
- <u>p.</u> Permission to pay Deadwood Electric in the amount of \$3,483.71 to pipe and wire new camper pedestals at the rodeo grounds. (To be paid from Parks repair budget.)
- q. Deadwood History Inc. request approval to serve beer and wine at Homestake Adams Research and Cultural Center on Thursday, October 13 from 6:00 p.m. to 10:00 p.m. for Ann Charles' Fan Party.
- r. Acknowledge sale of 2017 Trolley thru Purple Wave Auction in the amount of \$70,000.00.
- S. Permission to enter into contract with DocuTek for Digitization of Lawrence County Records (Phase 5) in amount not to exceed \$3,300.00. (To be paid from 2022 Archives budget.)
- t. Permission to purchase 5500 gallons of fuel from Southside Oil at \$3.20 per gallon. (To be paid from Streets Supply budget.)
- u. Permission to hire Kenneth Rehberg as part-time trolley driver at \$16.01 per hour, effective September 7, 2022.
- v. Permission to grant Veteran's Day as a paid holiday with City Offices being closed on Friday, November 11, 2022.
- w. Acknowledge updated address to 460 Main Street, originally 470 Main Street, on Form E for Medical Dispensary Cannabis for From the Hills, LLC.

## 7. Bid Items

- a. Results of bid opening on Thursday, June 2 at 2:00 p.m. for 5 Harrison Retaining Wall Project. C. Eagle Construction \$192,165.00; RCS Construction \$167,000.00. Staff recommends rejecting all bids.
- <u>b.</u> Results of bid opening on Thursday, August 11 at 2:00 p.m. for 458 Williams Street Retaining Wall Project. C. Eagle Construction - \$92,900.00, Alternate #1 \$79.900.00; RCS Construction - \$82,000.00, Alternate #1 \$32,000.00. Staff recommends accepting base bid from RCS and rejecting Alternate #1.

## 8. Public Hearings

- a. Set public hearing on September 19 for Hops and Hogs Event: open container in zones 1 and 2 Friday, September 23 from 4:00 p.m. to 10:00 p.m. and Saturday, September 24, 2022 from noon to 10:00 p.m.
- Set public hearing on September 19 for Oktoberfest events: open container in zones 1 and 2 Friday, September 30 from 5:00 to 10:00 p.m. and Saturday, October 1 from noon to 10:00 p.m.; street closure on Main Street from Wall to Deadwood Street from 9:00 a.m. to 6:00 p.m. and waiver of banner fees on Saturday, October 1, 2022.
- c. Set public hearing on September 19 for Wild West Songwriters Festival Events: open container in zones 1 and 2 on Thursday, October 6 from 5:00 to 10:00 p.m., Saturday, October 7 from 5:00 p.m. to 10:00 p.m. and Saturday, October 8, 2022 from noon to 10:00 p.m.
- d. Set public hearing on September 19 for Deadweird Events: open container in zones 1 and 2 Friday, October 28 from 5:00 p.m. to 10:00 p.m. and Saturday, October 30 from noon to 10:00 p.m.; street closure on Main Street from Wall to Pine from 5:00 p.m. Saturday, October 29 to 3:00 a.m. Sunday, October 30, 2022.

## 9. Old Business

## 10. New Business

- a. First Reading of 2023 Budget Appropriation Ordinance # 1359
- b. First reading of Ordinance #1360 Creating Chapter 10.28 Golf Carts
- C. Act as Board of Adjustment and approve/deny Vacate Section Line The Ridge TRD, LLC (Randy Horner). Preacher Smith Tract. Formerly Preacher Smith Tract. Located in Government Lots 10 and 12 of Section 11, T.5.N., R.3.E., B.H.M. City of Deadwood, Lawrence County, South Dakota. Approved by Planning & Zoning Commission on August 17, 2022.
- d. Act as Board of Adjustment and approve/deny the final plat Establishing New Lots - The Ridge - Randy Horner. Lot A in Block 1 and Lot A in Block 1A of The Ridge Development. Formerly Lot A of Government Lot 13 and 19 in Section 11; Lot B of Government Lot 19 in Section 11 and Government Lot 12 in Section 14-AND-A Portion of Preacher Smith Tract. All Located in Sections 11, 12, 13 and 14 T.5.N., R.3.E., B.H.M., City of Deadwood, Lawrence County, South Dakota. Approved by Planning & Zoning Commission August 17, 2022

- Accept proposal from Rasmussen Mechanical Services to provide necessary preventive maintenance on HVAC systems (including filters) for all city buildings for Fall 2022 at a cost of \$20,498.75. (To be paid by Public Buildings professional services.)
- <u>f.</u> Accept proposal from Rasmussen Mechanical Services to provide annual preventive maintenance on HVAC systems including filters for all city buildings for 2023 at a cost of \$81,995.00. (To be paid from the 2023 Public Buildings professional services.)
- g. Permission to purchase replacement chains for loader and road grader from Sturdevant's Auto Parts in the amount of \$21,658.83. (To be paid by 2022 Streets Equipment budget.)
- h. Permission to hire Gene's Lock Shop at a cost of \$14,392.78 to rekey the Days of 76 Museum and Homestake Adams Research and Cultural Center with compatible city-wide key system. (To be paid from 2022 Public Buildings budget.)
- i. Accept Addendum No. 3 from Albertson Engineering for up to \$30,000.00 for additional professional design services associated with Whitewood Creek Restoration project due to additional items requested from FEMA.
- j. Accept proposal from TDG Engineering Services in the amount of \$23,873.00 for the design services to create a Water Demands Modeling and Preliminary Planning for the preparation and understanding of future increased demands on water services as a result of planned development. (To be paid from the 2022 Water Department professional services.)
- k. Permission to hire Golden West Technologies to network the Deadwood Volunteer Fire Department into City's computer system at a cost not to exceed \$4,265.33. (To be paid from 2022 or 2023 Fire Dept. professional services depending on availability of parts.)
- L. Permission to hire Golden West Technologies to network the Deadwood Library into City's computer system at a cost not to exceed \$9,404.48. (To be paid from 2022 or 2023 Library and Public Buildings professional services depending on availability of parts.)

## 11. Informational Items and Items from Citizens

a. Suicide Prevention week is September 4th through September 10th, 2022. Sidewalks in Deadwood and Lead will be painted with chalk to bring support, education and prevention to the cause. 988 is the new Suicide and Crisis Lifeline.

## 12. Executive Session

a. Executive Session for Personnel Matters per SDCL1-25-2 (1) w/ possible action Executive Session for Legal Matters per SDCL1-25-2 (3) w/ possible action Executive Session for Union Negotiations per SDCL1-25-2 (4) w/ possible action

## 13. Adjournment

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

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.

The Regular Session of the Deadwood City Commission convened on Monday, August 15, 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 and Gary Todd. Commissioner Charlie Struble was absent. All motions passed unanimously unless otherwise stated.

#### APPROVAL OF MINUTES

Martinisko moved, Johnson seconded to approve the minutes of special meeting July 21 and August 1, 2022. Roll Call: Aye-All. Motion carried.

#### APROVAL OF DISBURSEMENTS

Todd moved, Johnson seconded to approve the August 15, 2022 disbursements. Roll Call: Aye-All. Motion carried.

ACE HARDWARE	SUPPLIES	102.26
ACE INDUSTRIAL SUPPLY	SUPPLIES	926.57
ALBERTSON ENGINEERING	PROJECT	3,732.50
ALL ASPECTS	PROJECT	3,077.50
AMAZON CAPITAL	SUPPLIES	1,413.06
AMAZON	SERVICE	180.34
ARROWHEAD FORENSICS	SUPPLIES	281.00
AUCA WESTERN FIRST AID	SUPPLIES	250.08
AXON ENTERPRISE	SERVICE	2,193.12
BADGER METER	SERVICE	900.00
BALCO UNIFORM	UNIFORMS	74.31
BIERSCHBACH EQUIPMENT	SUPPLIES	607.00
BH CHEMICAL	SUPPLIES	3,861.55
BH ENERGY	SERVICE	28,228.87
BH PIONEER	SERVICE	907.02
BH SECURITY	SERVICE	183.06
BH WINDOW CLEANING	SERVICE	1,386.00
BRANDON INDUSTRIES	SUPPLIES	2,013.00
BUTLER MACHINERY	SUPPLIES	77.17
CARA MIA	PROJECT	1,200.00
CENTURY BUSINESS PRODUCTS	CONTRACT	14.92
CHAINSAW CENTER	SERVICE	1,541.97
CULLIGAN	SUPPLIES	288.75
CURTIS BLUE LINE	SUPPLIES	44.00
DAYS OF '76	ALLOCATION	76,100.00
DEADWOOD CHAMBER	BILL LIST	48,566.65
DVFD	REIMBURSEMENT	1,282.28
DEADWOOD HISTORY	REFUND	220.00
DEMCO	SUPPLIES	576.54
DEPOT MUSIC PRODUCTIONS	SUPPLIES	625.00
EAGLE ENTERPRISES	SUPPLIES	6,600.00
EPCO ENVIRONMENTAL PRODUCT	SUPPLIES	9.82
FELD FIRE	SERVICE	1,100.00
FERBER ENGINEERING	SERVICE	1,700.00
FIRDER ENGINEERING FIB CREDIT CARDS		
	SUPPLIES	4,058.13
FIRST GOLD HOTEL	REFUND	1,100.00
FIRST INTERSTATE BANK	TIF #8	2,210.76
GALLS	UNIFORMS	257.50
GAYLORD BROS	SUPPLIES	370.68
GLOVER, SANDY	REIMBURSEMENT	33.28
GOLDEN WEST	SERVICE	3,464.50
GOODE, BONITA	REMIBURSEMENT	164.83
GREATMATS.COM	SUPPLIES	492.28
HAWKINS	SUPPLIES	1,105.81
HIGH TINES BUILDING	PROJECT	2,551.03
HOMETOWN MANUFACTURING	SUPPLIES	292.65
IPS GROUP	SERVICE	10,513.39
JACOBS WELDING	SUPPLIES	21.77
JLG ARCHITECTS	PROJECT	34,214.40
KNECHT	SUPPLIES	109.56
KNECHT	GRANT	98.35
KONE CHICAGO	MAINTENANCE	519.25
LAKOTA CONTRACTING	UNIFORMS	343.55
LAWSON PRODUCTS	SUPPLIES	805.00
LEAD DEADWOOD ARTS CENTER	SUPPLIES	1,690.00
LEAD-DEADWOOD SANITARY	SERVICE	37,449.60
LIGHTING MAINTENANCE	REPAIRS	998.24
LYNN'S	SUPPLIES	266.73
M & T FIRE AND SAFETY	SUPPLIES	156.37
MARCO	CONTRACT	161.42
MERCEDES-BENZ FINANCIAL	PAYMENT	27,740.43
MERTENS, NANCY	REIMBURSEMENT	900.16
METERING & TECHNOLOGY	SUPPLIES	2,921.70
MIDCONTINENT TESTING	TESTING	23.00
MIDWEST TAPE	SUPPLIES	123.69
MONSTERS OF DESTRUCTION	REFUND	1,100.00
MONUMENT HEALTH	TESTING	140.00
MORSE, MARCIA E.	MORTGAGE EXPENSE	140.66
MS MAIL	SERVICE	1,062.61
MUTUAL OF OMAHA	INSURANCE	362.53
NHS OF THE BLACK HILLS	SERVICE	3,000.00
NORTHWEST PIPE FITTINGS	SUPPLIES	1,474.36

NOVA FITNESS EQUIPMENT	SERVICE	372.40
OTIS ELEVATOR	SERVICE	17,500.00
PEARSON, JACI	PROJECT	2,025.00
PETTY CASH	FINANCE	143.50
PLATINUM CHEMICALS	SUPPLIES	1,688.00
RAPID DELIVERY	SERVICE	44.85
RCS CONSTRUCTION	PROJECT	42,954.30
ROAD GRUB SHOWS	REFUND	100.00
SACRISON ASPHALT	SUPPLIES	371.36
SANDER SANITATION	SERVICE	13,604.18
SD COMMISSION ON GAMING	CITY SLOTS	109,375.00
SD DEPT. OF REVENUE	TAXES	9,318.70
SECO CONSTRUCTION	PROJECT	211,390.20
SIMON CONTRACTORS	PROJECT	39,503.75
SIMON MATERIALS	SUPPLIES	139.04
SOUTHSIDE OIL	FUEL	17,435.00
SOUTHSIDE SERVICE	SERVICE	1,136.08
STEPP, BRAD	PROJECT	1,695.00
STRETCH'S	SERVICE	222.00
STURDEVANT'S	SUPLIES	1,901.68
TEMPERATURE TECHNOLOGY	REPAIRS	200.00
THE HOTEL BY GOLD DUST	SERVICE	328.00
THE LORD'S CUPBOARD	RECYCLING	89.76
THE PLUMBER	PROJECT	2,978.75
TOWEY DESIGN GROUP	PROJECT	2,494.00
TRIPLE K	SERVICE	15.00
TRUGREEN	SERVICE	6,258.93
TTG ENTERPRISES	PROJECT	20,000.00
TWIN CITY HARDWARE	GRANTS	35.99
ULINE	SUPPLIES	386.40
UMENTHUM, KEITH	PROJECT	1,101.16
UNITED LABORATORIES	SUPPLIES	671.66
VAN DIEST SUPPLY	SUPPLIES	4,419.25
VERIZON CONNECT	SERVICE	171.60
VERIZON CONNECT NWF	SERVICE	95.95
VIGILANT BUSINESS SOLUTION	SCREENING	655.50
VISIONARY LANDSCAPING	PROJECT	250.00
WARNE CHEMICAL	SUPPLIES	1,900.00
ZOGICS	SUPPLIES	599.80

Total \$846,274.35

### ITEMS FROM CITIZENS ON AGENDA

#### **Recognition**

Mayor Ruth Jr. stated Deadwood received SD Dept. of Environment and Natural Resources award for Drinking Water Excellence for twenty-one consecutive years of supplying safe drinking water to the public and thanked the following system operation specialists: Randy Pfarr, Cory Percy, Steven Henderson and Scott Reif.

#### CONSENT

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

- A. Permission to increase wage for Cory Percy to \$27.09 per hour effective October 1, 2022 and promote to Water Superintendent effective December 31, 2022.
- B. Approve new job description for Sergeant I.
- C. Approve new job description for Sergeant II.
- D. Approve updated job description for Para-Transit Driver.
- E. Accept resignation from Mt. Moriah employee Phyllis Fleming effective August 31, 2022.
- F. Accept resignation from part-time Police Officer Kenneth Batka effective August 15, 2022.
- G. Permission to promote Thomas Riley to Transportation Superintendent at \$23.00 per hour effective September 4, 2022. Permission to advertise for Community Service Officer position, in-house for 5 days and then in official newspaper at \$19.00 per hour.
- H. Permission for Mayor to appoint Trolley Superintendent Thomas Riley to the Parking and Transportation Committee.
- I. Permission to advertise in-house and in the official newspaper for Para-Transit Driver at \$14.50 per hour.
- J. Allow use of public property for Lead Deadwood Youth Soccer at the Event Complex August 27 through October 31, 2022 pending proof of insurance.
- K. Allow use of public property at the Event Complex for Lead Deadwood Girls Softball Friday, June 16 through Sunday, June 18, 2023
- L. Acknowledge payment to Southside Oil for the purchase 5500 gallons of fuel at \$3.17 per gallon at a cost of \$17,435.00 from Streets Supply budget.

- M. Acknowledge payment to The Plumber in amount of \$2,576.00 for the purchase and installation of three new toilets in the women's restrooms at Mount Moriah Cemetery.
- N. Acknowledge payment to TTG Enterprises, Inc. for final billing of Water SCADA Update Project in the amount of \$20,000.00 from Water Department Professional Services. (Commission approved project on January 19, 2021)
- O. Permission to purchase and install new sound system Unique Sounds for the Ferguson Field football stadium in the amount not to exceed \$11,067.00 to be paid from 2022 Public Buildings budget.
- P. Permission to pay Heiman Fire Equipment in the amount not to exceed \$9,000.00 for personal protection equipment for the fire department. (To be paid from Fire Dept. Equipment line item.)

#### **BID ITEMS**

#### 5 Harrison Street Retaining Wall

Mayor Ruth stated two bids were opened for 5 Harrison Retaining Wall as advertised. Bid bonds and acknowledge of Addendums 1 were included in the following bid submittals:

C. Eagle Construction - \$192,165.00 RCS Construction - \$167,000.00

Historic Preservation Officer Kuchenbecker asked to continue for review. Martinisko moved, Johnson seconded to continue results of bid opening on August 11, 2022 at 2:00 p.m. for 5 Harrison Street Retailing Wall. Roll Call: Aye-All. Motion carried.

#### 458 Williams Street Retaining Wall

Mayor Ruth stated two bids were opened for 458 Williams Street Retaining Wall as advertised. Bid bonds and acknowledge of Addendums 1 were included in the following bid submittals:

C. Eagle Construction - \$92.900.00, Alternate #1 \$79,900.00 RCS Construction - \$82,000.00, Alternate #1 \$32,000.00

Kuchenbecker asked to continue for review. Johnson moved, Martinisko seconded to continue results of bid opening on August 11, 2022 at 2:00 p.m. for 458 Williams Street Retailing Wall. Roll Call: Aye-All. Motion carried.

#### Advertise

Kuchenbecker spoke about the project. Martinisko moved, Johnson seconded to advertise for "Structure and Approach Grading PCN 075J – Project BRO 8041(00) 19-1 Timm Lane Bridge" project with bids due September 29 at 2:00 p.m. with results to City Commission October 3, 2022. Roll Call: Aye-All. Motion carried.

#### PUBLIC HEARINGS

#### Danny Gokey Concert

Public hearing was opened at 5:07 p.m. by Mayor David Ruth Jr. Bobby Rock, Outlaw Square, was available for questions. Hearing closed.

Johnson moved, Todd seconded to approve street closure on Deadwood Street from Main street to Pioneer Way from noon to 11:00 p.m. on Saturday, August 20, 2022. Deadwood Street will reopen for the Deadwood Alive performance at 5:45 p.m. and close again at 6:15 p.m. Roll Call: Aye-All. Motion carried.

#### Steer Roping Event

Public hearing was opened at 5:10 p.m. by Mayor David Ruth Jr. No one spoke in favor or against, hearing closed.

Martinisko moved, Todd seconded to approve waiver of user fees Friday, August 19 through Tuesday, August 23, open container Friday, August 19 through Tuesday, August 23 from 10:00 a.m. to 2:00 a.m. daily, and special liquor license to Days of '76 Committee from Saturday, August 20 through Monday, August 22, 2022 from 10:00 a.m. to 6:00 p.m. at the Event Complex. Roll Call: Aye-All. Motion carried.

#### Ride for the Hills Event

Public hearing was opened at 5:12 p.m. by Mayor David Ruth Jr. No one spoke in favor or against, hearing closed.

Todd moved, Johnson seconded to approve Main Street parking from Wall to Lee Street (southwest side only) from 5:00 p.m. to 8:00 p.m. on Sunday, September 4, 2022. Roll Call: Aye-All. Motion carried.

#### Homecoming Parade

Public hearing was opened at 5:13 p.m. by Mayor David Ruth Jr. No one spoke in favor or against, hearing closed.

Martinisko moved, Johnson seconded to approve street closure on Main Street from Lower Main at Pioneer Way to Pine Street for parade on Friday, September 23, 2022 from 2:00 p.m. until parade ends. Roll Call: Aye-All. Motion carried.

#### NEW BUSINESS

#### Contract

Kuchenbecker spoke about the project. Johnson moved, Martinisko seconded to enter into contract with the South Dakota Archaeological Research Center (SARC) at a cost of \$5,975.64 to perform a Level III Archaeological Survey of the enter project area, including staging areas and borrow sites for the FEMA project known as 123107 DR4467SD Whitewood Creek Embankments – EHP. Project reimbursed through FEMA funding. Roll Call: Aye-All. Motion carried.

#### Quote

Kuchenbecker spoke about the project and funding from BID #8. Martinisko moved, Todd seconded to accept quote from Schmidt Construction for concrete work for the Whitewood Creek access points near the Deadwood Welcome Center in the amount of \$21,100.00. (to be paid from 2022 BID #8 funding.) Roll Call: Aye-All. Motion carried.

#### Agreement

Kuchenbecker spoke about the lease agreement. Johnson moved, Martinisko seconded to enter into 4-year lease agreement with Connel Equipment Leasing Company for a Model S30 Ride-On Sweeper from Tennant Sales and Service Company for yearly lease payment of \$16,787.65 with first payment due November 1, 2023. (Budgeted in 2023 Parks Budget.) Discussion was held concerning old sweeper. Roll Call: Aye-All. Motion carried.

#### Final Plat

Martinisko moved, Johnson seconded to act as Board of Adjustment and approve the final plat, creating property lines/transfer of property for Stage Run Phase 2, WJP Holdings. Legally described as follows: Lots 14A and 14B, Block 4A of Palisades Tract of Deadwood Stage Run Addition to the City of Deadwood Formerly Lot 14, Block 4A, Located in the SW1/4 of Section 14, The SE1/4 of Section 15, The NE1/4NE1/4 of Section 22 and the N1/2NW1/4 of Section 23, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota. (Approved by the Planning and Zoning Commission on August 3, 2022.) Roll Call: Aye-All. Motion carried.

#### Resolution 2022-17

Bill Pearson, The Summit, LLC, stated the funding available through SD Housing is for sewer and storm drain only. Martinisko moved, Johnson seconded to approve Resolution 2022-17 In Support for The Summit, LLC to apply for South Dakota Housing and Development Authority Funding for further Development of Stage run Phase 2 and Burnham Street Road Extension. Roll Call: Aye-All. Motion carried.

RESOLUTION IN SUPPORT OF AN APPLICATION FOR FINANCIAL ASSISTANCE TO THE SOUTH DAKOTA HOUSING AND DEVELOPMENT AUTHORITY BY THE SUMMIT, LLC AT DEADWOOD STAGE RUN AND/OR ITS AFFILIATES, AGENTS OR ASSIGNS, FOR THE BENEFIT OF MULTI AND SINGLE-FAMILY DEVELOPMENT

WHEREAS, the City of Deadwood and The Summit, LLC at Deadwood Stage Run have determined it necessary to proceed with improvements to the City's infrastructure, thus enabling additional single and multifamily units to be constructed in the city limits of Deadwood,

WHEREAS, the City and Developer have determined that financial assistance will be necessary to undertake the Project and an application for financial assistance to the South Dakota Housing and Development Authority shall be prepared by The Summit, LLC at Deadwood Stage Run (Developer); for the proposed development, and

WHEREAS, the City will work with the Developer's engineer to ensure that the preliminary Project infrastructure plans meet the City's requirements for adequate drinking water, water treatment capacity and distribution, storm sewer and all other necessary improvements as needed; and

WHEREAS, the City has adequate treatment facilities and water supply to accommodate the proposed development; and

WHEREAS, the City is committed to the ownership and long-term maintenance of said infrastructure upon acceptance and condition set forth in a future memorandum of agreement and understanding that the said infrastructure and system shall meet the specifications, materials and equipment set forth in said agreement; and

WHEREAS, the City acknowledges that there is a tremendous housing shortage in City of Deadwood and this proposed development will help, but not solve, the housing shortage.

NOW THEREFORE BE IT RESOLVED by the City as follows:

1. The City hereby supports the submission of an Application for financial assistance by The Summit, LLC at Deadwood Stage Run, to the South Dakota Housing and Development Authority.

2. City officials are hereby authorized to deliver such other documents as necessary, to assist with the Application for financial assistance.

Dated this 15th day of August, 2022 ATTEST: /s/ Jessicca McKeown, Finance Officer

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

#### Resolution 2022-18

Martinisko moved, Todd seconded to approve Resolution 2022-18 In Support for the Boot Hill Estates, LLC to apply for South Dakota Housing and Development Authority Funding for further development. Roll Call: Aye-All. Motion carried.

#### RESOLUTION IN SUPPORT OF AN APPLICATION FOR FINANCIAL ASSISTANCE TO THE SOUTH DAKOTA HOUSING AND DEVELOPMENT AUTHORITY BY BOOT HILL ESTATES, LLC AND/OR ITS AFFILIATES, AGENTS OR ASSIGNS, FOR THE BENEFIT OF MULTI AND SINGLE-FAMILY DEVELOPMENT

WHEREAS, the City of Deadwood and Boot Hill Estates have determined it necessary to proceed with improvements to the City's infrastructure, thus enabling additional single and multifamily units to be constructed in the city limits of Deadwood

WHEREAS, the City and Developer have determined that financial assistance will be necessary to undertake the Project and an application for financial assistance to the South Dakota Housing and Development Authority shall be prepared by Boot Hill Estates, LLC (Developer); for the proposed development, and

WHEREAS, the City will work with the Developer's engineer to ensure that the preliminary Project infrastructure plans meet the City's requirements for adequate drinking water, water treatment capacity and distribution, storm sewer and all other necessary improvements as needed; and

WHEREAS, the City has adequate treatment facilities and water supply to accommodate the proposed development; and

WHEREAS, the City is committed to the ownership and long-term maintenance of said infrastructure upon acceptance and condition set forth in a future memorandum of agreement and understanding that the said infrastructure and system shall meet the specifications, materials and equipment set forth in said agreement; and

WHEREAS, the City acknowledges that there is a tremendous housing shortage in City of Deadwood and this proposed development will help, but not solve, the housing shortage.

NOW THEREFORE BE IT RESOLVED by the City as follows:

1. The City hereby supports the submission of an Application for financial assistance by Boot Hill Estates, LLC to the South Dakota Housing and Development Authority.

2. City officials are hereby authorized to deliver such other documents as necessary, to assist with the Application for financial assistance.

Dated this 15th day of August, 2022CITY OF DEADWOOD/s/ Jessicca McKeown, Finance Officer/s/ David Ruth Jr., Mayor

#### INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Commissioner Todd requested Executive Session for personnel matters per SDCL 1-25(1) with possible action.

#### **ADJOURNMENT**

Martinisko moved, Todd seconded to adjourn the regular session at 5:29 p.m. and convene into Executive Session for personnel matters per SDCL 1-25(1) with possible action. The next regular meeting will be on Tuesday, September 6, 2022 at 5:00 p.m.

After coming out of executive session at 5:35 p.m., Martinisko moved, Johnson seconded to adjourn.

ATTEST:

DATE:

BY:

Jessicca McKeown, Finance Officer

David Ruth Jr., Mayor

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

9/02/2022 10:49 AM			REGULAR DEPARTMENT PAYM	ENT REGISTER		PAG	E: 1
PACKET: VENDOR SE FUND	ET: 01	OMBINED - 9/7/22 ENERAL FUND					Section 4 Item a.
DEPARTMEN BUDGET TO	. ,	ON-DEPARTMENTAL CB-CURRENT BUDGET				BAN	K: FNBAP
VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-3309	THE LORD'S						
		I-08/17/22	101-3000-699			000000	113.75
		I-083022	101-3000-699	MISC REVENUE	RECYCLING PROCEEDS	000000	45.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	158.75
01-0545	LYNN'S DAK	OTA MART					
					LEGAL MTG SUPPLIES - COMM.		29.32
		I-006001340736	101-4111-426	SUPPLIES	BUDGET MEETING SUPPLIES- COMM	4. 000000	27.92
01-1331	SD MUNICIPA						
		I-08/15/2022	101-4111-427	TRAVEL	REGISTRATION-SDML ANNUAL CONF	2 000000	165.00
				DEPARTMENT 1	.11 COMMISSION	TOTAL:	222.24
01-2394	GUNDERSON,	PALMER, NELS					
		I-118722	101-4141-422	PROFESSIONAL	LEGAL SERVCES	000000	1,910.95
						TOTAL:	1,910.95
01-0433		LUE CROSS BLU					
		I-222230010049	101-4142-415	GROUP INSURAN	N WELLMARK BLUE CROSS AND BLUE	S 000000	1,669.46
01-1171	A & B BUSII	NESS SOLUTION					
		I-IN975350	101-4142-422	PROFESSIONAL	COPIER CONTRACT - FINANCE	000000	129.87
01-2160	CRAMER MARI	KETING					
		I-39921	101-4142-426	SUPPLIES	CHECKS - FINANCE OFC.	000000	209.25
01-3135	A - Z SHREI						
		I-39116083022	101-4142-422	PROFESSIONAL	SHREDDING - FINANCE	000000	14.90
01-3877	MUTUAL OF (	OMAHA					
		I-MUT090722	101-4142-415	GROUP INSURAN	I LIFE INSURANCE	000000	16.06
				DEPARTMENT 1	.42 FINANCE	TOTAL:	2,039.54
01-0223	COCA COLA 1	BOTTLING HIGH					
		C-4095523	101-4192-426		(6) 20 LB CO2 TANKS/PUB BLDGS		600.00-
		I-4120836 T-4151261	101-4192-426 101-4192-426		(2) 20 LB CO2 TANKS/PUB BLDGS 63872 OZ USAGE/PUBLIC BLDGS		200.00 2,714.56
		1 1131201	101-4192-420	20111159	20072 02 02405/F0D11C 2005	000000	2,114.00
01-0433	WELLMARK B	LUE CROSS BLU	101-4192-415	CROID TNICIDAN	WELLMARK BLUE CROSS AND BLUE	5 000000	3 189 03
		1 222230010049	TOT TING ATO	OVOOL TNOOLUN	TOP CHOR CHOR CHOR	5 000000	5,107.05

department budget to vendor =======	2: 01 : 101 2: 192	GENERAL FUND				]	
department BUDGET TO VENDOR ========	192	GENERAL FOND					Section 4 Item a.
VENDOR =======	IISE •	PUBLIC BUILDINGS CB-CURRENT BUDGET				BANI	K: FNBAP
01-0553	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0553							
	MONTANA	DAKOTA UTILITIE					
		I-NAT GAS 08/24/22	101-4192-428-17		GAYVILLE 170 BLACKTAIL	000000	21.23
		I-NAT GAS 08/24/22	101-4192-428	UTILITIES	PERMANENT METER LOCATION	000000	170.31
		I-NAT GAS 08/24/22	101-4192-428-01	UTILITIES - A		000000	55.44
		I-NAT GAS 08/24/22	101-4192-428-02	UTILITIES - A		000000	55.44
		I-NAT GAS 08/24/22	101-4192-428-04	UTILITIES - C		000000	102.50
		I-NAT GAS 08/24/22	101-4192-428-07	UTILITIES - F		000000	65.89
		I-NAT GAS 08/24/22	101-4192-428-08		HISTORY CENTER	000000	18.15
		I-NAT GAS 08/24/22	101-4192-428-09	UTILITIES - H		000000	55.44
		I-NAT GAS 08/24/22	101-4192-428-10	UTILITIES - L		000000	18.15
		I-NAT GAS 08/24/22	101-4192-428-11		CITY PARKS DEPT	000000	18.15
		I-NAT GAS 08/24/22	101-4192-428-13		RECREATION CENTER	000000	3,127.73
		I-NAT GAS 08/24/22	101-4192-428-14		CITY SHOP PUBLIC WORKS	000000	37.62
		I-NAT GAS 08/24/22	101-4192-428-15	UTILITIES - T		000000	23.33
		I-NAT GAS 08/24/22	101-4192-428-19		PLUMA PARK 418 CLIFF ST	000000	18.15
		I-NAT GAS 08/24/22	101-4192-428-21		WELCOME CENTER	000000	74.86
		I-NAT GAS 08/24/22	101-4192-428-24	UTILITIES - O	703 MAIN OUTLAW SQUARE	000000	63.74
01-0578	TWIN CIT	Y HARDWARE & LU					
		C-2208-207938	101-4192-426	SUPPLIES	MOP MICRO FIBER GREEN/PB	000000	219.90-
		I-2207-202809	101-4192-426	SUPPLIES	F54W-T5-841-ECO 4100K 5000/PB	000000	63.92
		I-2207-202835	101-4192-425-17	REPAIRS-DAYS	INSUL PISTOL NOZZLE/DAYS MUS	000000	18.98
		I-2207-202923	101-4192-426	SUPPLIES	(2) 3.2 AH UPS BATTERY/BLDGS	000000	69.98
		I-2207-203383	101-4192-425-17	REPAIRS-DAYS	FLAT CLEAR BASE PAINT/76 MUSE	000000	23.99
		I-2207-203506	101-4192-426	SUPPLIES	ALKALINE BATTERY-WINDOW WASH/P	000000	40.97
		I-2208-204244	101-4192-425-06	REPAIRS - DAY	FASTENERS-FLT WASHER/RODEO	000000	45.69
		I-2208-204296	101-4192-425	REPAIRS	PHOTO BATTERY/BUILDINGS	000000	110.93
		I-2208-204347	101-4192-425-06	REPAIRS - DAY	CON LAG SCREWS/RODEO	000000	69.99
		I-2208-204521	101-4192-425-04	REPAIRS - CIT	BRASS CORNER BRACE/CITY HALL	000000	6.49
		I-2208-204587	101-4192-426	SUPPLIES	(3) PLSTC SPRAY BOTTLE/BLDGS	000000	11.97
		I-2208-204697	101-4192-426	SUPPLIES	BL CHARGING CORD/PUB BLDGS	000000	11.99
		I-2208-204732	101-4192-426	SUPPLIES	ALKALINE BATTERY-MOP MICRO/PB	000000	83.96
		I-2208-204751	101-4192-426	SUPPLIES	(63) BAGS SOFTENER SALT/PB	000000	566.37
		I-2208-205219	101-4192-425-13	REPAIRS - REC	SLOAN VAC BREAKER KIT/REC	000000	19.98
		I-2208-205475	101-4192-426	SUPPLIES	KEY SINGLE CUT/BUILDINGS	000000	24.90
		I-2208-205582	101-4192-425-22	REPAIRS - MT.	FILTER-CLAMP-PLUGTUBE/MT MORIA	000000	28.37
		I-2208-205849	101-4192-425-09	REPAIRS - HAR	PULLEY V BELT/HAARC	000000	14.98
		I-2208-205904	101-4192-425-13	REPAIRS - REC	8 PK ALKALINE BATTERY/REC	000000	10.49
		I-2208-206336	101-4192-425-04	REPAIRS - CIT	VELOCITY FAN-BATTERY/CITY HALL	000000	76.98
		I-2208-206341	101-4192-425-02	REPAIRS - ADA	OPEN ELONG SEAT/ADAMS MUS	000000	34.99
		I-2208-206360	101-4192-425-18	REPAIRS - FOO	(3) ALKALINE BATTERY/FOOTBALL	000000	59.97
		I-2208-206548	101-4192-426	SUPPLIES	40W T12 FLUOR TUBE/PB	000000	11.99
		I-2208-206582	101-4192-425-13	REPAIRS - REC	50' ZERO G HOSE/REC CENTER	000000	45.99
		I-2208-206603	101-4192-426	SUPPLIES	LOCKNUT-SEAL-CVR-NIPPLE/PB	000000	30.30
		I-2208-206690	101-4192-426	SUPPLIES	PIPE-THREAD-COUPLING-NIPPLE/PB	000000	42.34
		I-2208-206722	101-4192-425-06	REPAIRS - DAY	36 ODS SPRAYER/DAYS	000000	204.99
		I-2208-206757	101-4192-426	SUPPLIES	FASTENERS/PUB BLDGS	000000	0.85
		I-2208-206896	101-4192-426	SUPPLIES	ADJUSTABLE PHOTO CONTROL/PB	000000	19.99
		I-2208-206945	101-4192-426	SUPPLIES	ANGLE-DESIGNER BRUSH/PUB BLDGS	000000	44.93

9/02/202	9/02/2022 10:49 AM		GULAR DEPARTMENT PAYN	PAGE: 3			
PACKET: VENDOR SE	ET: 01	COMBINED - 9/7/22				[	Section 4 Item a.
FUND DEPARTMEN	: 101 JT: 192	GENERAL FUND PUBLIC BUILDINGS				BAN'	K: FNBAP
BUDGET TO		CB-CURRENT BUDGET				2110	
VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY	/ HARDWARE & LU contir	nued				
		I-2208-206971	101-4192-426	SUPPLIES	ADJUSTABLE PHOTO CONTROL/PB	000000	19.99
		I-2208-207158	101-4192-426	SUPPLIES	PRECISION ANGLE BROOM/PB	000000	11.99
		I-2208-207244	101-4192-426	SUPPLIES	DUCT TAPE-GORILLA TAPE/PB	000000	22.98
		I-2208-207622	101-4192-425-08	REPAIRS - HIS	PLUNGER/HISTORY	000000	8.99
		I-2208-207710	101-4192-426	SUPPLIES	POWER AUGER/PUB BLDGS	000000	34.99
		I-2208-207919	101-4192-425-24	REPAIRS - OUT	CLAMP-VINYL TUBE/OSQ	000000	35.78
		I-2208-207931	101-4192-426	SUPPLIES	MICRO MOP-DR CLNR-PIPE AUGER/P		297.46
		I-2208-208006	101-4192-425-13		DOOR STOP-ULTRA CADDY/REC	000000	29.97
		I-2208-208025	101-4192-425-10		BLK ADHESIVE FASTENER/LIBRARY		14.99
		I-2208-208151	101-4192-425-22		4 PK RATCHET/MM BASEMENT	000000	39.99
		I-2208-208152	101-4192-426	SUPPLIES	SCREW EYE-SHEETER BEIGE/PB	000000	19.95
01-1003	VERIZON W	VIRELESS					
		I-9913163839	101-4192-422	PROFESSIONAL	ON CALL PHONE/PUB BLDGS	000000	41.99
01-1047	TWIN CITY	Y ANIMAL SHELTE					
		I-08/25/2022	101-4192-426	SUPPLIES	SVC AWRD-DONATION/ KARLA DOWER	000000	25.00
01-1098	HILLYARD/	SIOUX FALLS					
		I-604852035	101-4192-426	SUPPLIES	REJUV-SCRUB-1QT3-SHINEALL/PB	000000	485.81
01-1333	DEADWOOD	ELECTRIC					
		I-22777	101-4192-425-21	REPAIRS - WEL	REPL FLOR BULS WITH LEDS/WELCO	000000	175.53
01-1488	O'CONNOR	COMPANY					
		I-537557	101-4192-426	SUPPLIES	(2) 202 STEAM CYLINDERS/PUB BL	000000	399.50
01-1502	BLACK HII	LLS CHEMICAL					
		I-229900A	101-4192-426	SUPPLIES	STERIPHENE AEROSOL/PUB BLDG	000000	69.96
01-1558	ECOLAB PE	EST ELIMINATION					
		I-7519318	101-4192-422-21	PROFESSIONAL	ANT TREATMENT/WELCOME CENTER	000000	98.15
01-3032	OTIS ELEV	JATOR COMPANY					
		I-100400887292	101-4192-422-02	PROFESSIONAL	ELEV MAINT 9/1-11/30/22/AD MU	000000	814.59
01-3421	S AND C C	CLEANERS					
		I-08/30/22 INV 263	101-4192-422-24	PROFESSIONAL	BATHROOMS-OSQ OFFICE	000000	1,035.00
		I-08/30/22 INV 263	101-4192-422		GATEWAY AND TRAILS	000000	585.00
		I-08/30/22 INV 263	101-4192-422-08	PROFESSIONAL-	HISTORY BATHROOMS	000000	150.00
		I-08/30/22 INV 263	101-4192-422-22	PROFESSIONAL-	MT MORIAH	000000	525.00
		I-08/30/22 INV 263	101-4192-422	PROFESSIONAL	ELEVATOR	000000	165.00
		I-08/30/22 INV 263	101-4192-422-03	PROFESSIONAL	BALLPARK	000000	330.00
		I-08/30/22 INV 263	101-4192-422-06	PROFESSIONAL-	GORDON PARK	000000	330.00
		I-08/30/22 INV 263	101-4192-422-06	PROFESSIONAL-	RODEO/MONSTER TR,3 WHEEL,DAYS	000000	435.00
		I-08/31/22 INV 128-	1 101-4192-422-04	PROFESSIONAL	CLEANING/POLICE DEPT	000000	1,365.00
		I-08/31/22 INV 139	101-4192-422-13	PROFESSIONAL	CLEANING/ REC CENTER	000000	3,183.00
		I-08/31/22 INV 163	101-4192-422-21	PROFESSIONAL	CLEANING/WELCOME CENTER	000000	1,740.00

9/02/202	22 10:49 AM	REG	JLAR DEPARTMENT PAYI	MENT REGISTER		PAG	E: 4
PACKET: /ENDOR SE FUND	ST: 01	BINED - 9/7/22 ERAL FUND					Section 4 Item a
)EPARTMEN		LIC BUILDINGS				BAN	K: FNBAP
BUDGET TO	USE: CB	-CURRENT BUDGET					
/ENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-3421	S AND C CLEA	NERS continue	ed				
		I-8/31/22 INV 128	101-4192-422-04	PROFESSIONAL	CLEANING/CITY HALL	000000	990.00
		I-8/31/22 INV 173	101-4192-422-07	PROFESSIONAL	CLEANING/FIRE HALL - LIBRARY	000000	400.00
		I-8/31/22 INV 173	101-4192-422-10	PROFESSIONAL	CLEANING/FIRE HALL - LIBRARY	000000	600.00
)1-3838	BLUEPEAK						
		I-TELEPHONE 08/16/22	101-4192-428	UTILITIES	PARKING RAMP	000000	142.99
		I-TELEPHONE 08/16/22	101-4192-428-04	UTILITIES - C	CITY HALL INTERNET	000000	50.50
		I-TELEPHONE 08/16/22	101-4192-428-04	UTILITIES - C	CITY HALL TELEPHONE	000000	2,054.71
		I-TELEPHONE 08/16/22	101-4192-428-07	UTILITIES - F	FIRE HALL	000000	282.55
		I-TELEPHONE 08/16/22	101-4192-428-08	UTILITIES - H	HISTORY CENTER	000000	228.33
		I-TELEPHONE 08/16/22	101-4192-428-10	UTILITIES - L	LIBRARY	000000	746.65
		I-TELEPHONE 08/16/22	101-4192-428-13	UTILITIES - R	REC CENTER TELEPHONE	000000	283.86
		I-TELEPHONE 08/16/22	101-4192-428-13	UTILITIES - R	REC CENTER INTERNET	000000	90.00
		I-TELEPHONE 08/16/22	101-4192-428-14	UTILITIES - S	STREET SHOP	000000	45.85
		I-TELEPHONE 08/16/22	101-4192-428-17	UTILITIES - D	DAYS OF '76 MUSEUM	000000	158.62
		I-TELEPHONE 08/16/22	101-4192-428-19	UTILITIES - G	GATEWAY VISITORS CENTER	000000	79.99
)1-3877	MUTUAL OF OM	AHA					
		I-MUT090722	101-4192-415	GROUP INSURAN	LIFE INSURANCE	000000	9.90
01-3896	EAGLE ENTERP	RISES, LLC					
		I-22625	101-4192-426	SUPPLIES	(24) 10W-LED PAR30-900LM FL/PE	000000	288.00
01-4057	VIEHAUSER EN	FERPRISES,					
		I-40974	101-4192-426	SUPPLIES	SINGL CUT KEY-ASSA TWIN 140/PB	000000	17.00
		I-41237	101-4192-425-24		MECH DBL DOOR RDR REPAIR/OSQ		619.98
		I-41434	101-4192-426	SUPPLIES	8 BEST KEY	000000	43.64
01-4711	AMAZON CAPIT.	AL SERVICES					
		I-1MQQ-HL6L-37XY	101-4192-426-24	SUPPLIES - OU	SPA POOL FILTER-POOL PUMP/OSQ	000000	477.56
)1-4945	QUADIENT LEA	SING USA, I					
		I-N9533065	101-4192-422	PROFESSIONAL	LEASE PAYMENT - 9/10 - 12/9/22	000000	245.46
)1-4957	ONSITE FIRST	AID, LLC					
		I-1409	101-4192-426-03	SUPPLIES - BA	TABS-EYEWASH-BANDGS-OINT/BASEB	000000	187.95
		I-1409	101-4192-426-18	SUPPLIES - FO	TABS-EYEWASH-BANDGS-OINT/FOOTE	000000	187.95
		I-1411	101-4192-426-14	SUPPLIES - ST	TABLETS-GLVS-WIPES-WASH/STRTS	000000	128.18
		I-1413	101-4192-426-11	SUPPLIES - PA	WIPES-GLS-CREAM-TABLETS/PARKS	000000	222.40
)1-4989	UNIQUE SOUND						
		I-08222022	101-4192-425-18	REPAIRS - FOO	SOUND SYSTEM/FERGUSON FIELD	000000	10,554.45
					92 PUBLIC BUILDINGS T	OTAL:	42,634.22
01-0510	GOLDEN WEST	FECHNOLOGIE			2 ADD'L M365 BUS.BASIC LIC'S		132 00

9/02/2022 10:49 AM		RE	GULAR DEPARTMENT PAYI	PAG	PAGE: 5		
PACKET: VENDOR SE FUND	ET: 01	DMBINED - 9/7/22 ENERAL FUND					Section 4 Item a.
DEPARTMEN BUDGET TO	NT: 193 CC	DMPUTER SERVICE CB-CURRENT BUDGET				BAN	K: FNBAP
VENDOR ======	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0510	GOLDEN WEST	TECHNOLOGIE continu	led				
		I-401403	101-4193-422	PROFESSIONAL	FINISH EXCHNG SRVER WORK	000000	525.00
				DEPARTMENT 1	93 COMPUTER SERVICE	TOTAL:	657.00
01-0433	WELLMARK BI	LUE CROSS BLU					
		I-222230010049	101-4210-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE	S 000000	10,854.42
01-0508	GALLS, LLC						
		I-021854361	101-4210-426	SUPPLIES	UNIFORM TIE	000000	15.35
		I-021858335	101-4210-426	SUPPLIES	UNIFORM LETTERS	000000	20.05
		I-021899973	101-4210-426	SUPPLIES	FLASHLIGHT HOLDER/OXFORD MNS	000000	86.99
01-0510	GOLDEN WEST	T TECHNOLOGIE					
		I-401387	101-4210-422	PROFESSIONAL	CONFIGURE 6 x TOUGH BOOKS -	PD 000000	1,500.00
01-1826	FIRST NET						
		I-287304791844X0823	2 101-4210-422	PROFESSIONAL	MDT POLICE CARS - AUG	000000	160.16
01-3877	MUTUAL OF C	DMAHA					
		I-MUT090722	101-4210-415	GROUP INSURAN	LIFE INSURANCE	000000	89.10
01-4299	BALCO UNIFO	DRM CO. INC					
01 1200	211200 01110	I-70960-2	101-4210-426	SUPPLIES	UNIFORM SHIRT, EMBLEMS - POLI	CE 000000	66.90
01_4985	BLACK HILLS	REVENOIOCY					
01 4905		I- 8/16/22	101-4210-422	PROFESSIONAL	CLINICAL INTERVIEW - PD	000000	450.00
				DEPARTMENT 2	10 POT.TCF	TOTAL:	13,242.97
01-0433	WELLMARK BI	LUE CROSS BLU	101 4001 415			~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	1 050 50
		I-222230010049	101-4221-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE	S 000000	1,073.70
01-0510	GOLDEN WEST	T TECHNOLOGIE					
		I-401554	101-4221-422	PROFESSIONAL	FIRE DEPT.LICENSES - M365	000000	198.00
01-0578	TWIN CITY H	HARDWARE & LU					
		I-2207-203431	101-4221-426	SUPPLIES	GJCI OUTLET, OUTDOOR CORD-FIR	E 000000	88.98
		I-2207-203577	101-4221-425	REPAIRS	CONNECTOR BOX, PLUG, OUTLET-FI	RE 000000	17.35
		I-2208-205401	101-4221-434		SANDPAPER, FLAP DISCS -FIRE D		28.45
		I-2208-205868	101-4221-425	REPAIRS	BLK GORILLA TAPE - FIRE DEP		7.99
			101-4221-434		CHAINSAW -RESCUE TRUCK #3/FI		489.99
		I-2208-207704	101-4221-426	SOLLTTRS	CLEAR GORILLA GLUE - FIRE DP	T 000000	8.99
01-0582	SD DEPT. OF	7 MOTOR VEHIC					
		I- 8/23/2022	101-4221-426	SUPPLIES	TITLE/PLATES'47 DODGE FIRE T	RK 000000	24.20

9/02/2022			REGULAR DEPARTMENT PAYN	MENT REGISTER		PAC	GE: 6
PACKET: /ENDOR SEI	T: 01	5 COMBINED - 9/7/22					Section 4 Item a.
FUND DEPARTMENT	: 101 T: 221	GENERAL FUND FIRE DEPARTMENT ADMII	NT CTPD			BVI	NK: FNBAP
BUDGET TO		CB-CURRENT BUDGET	ALSIN			DAI	NR. FNDAL
/ENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
======================================		SINESS SOLUTION					
		I-IN974481	101-4221-422	PROFESSIONAL	COPIER CONTRACT - FIRE DEPT	000000	76.25
01-1230	INTERSTA	TE ALL BATTERY					
		I-1901001020542 I-1901001020543	101-4221-425 101-4221-425	REPAIRS REPAIRS	3.6 V NUMH MINITOR BATTERIES 3.6 NUMH MINITOR BATTERIES	000000	88.00 88.00
)1-1410	WESTERN	COMMUNICATIONS,					
		I-17511	101-4221-425	REPAIRS	BATTERY MINITOR V NIMH	000000	20.00
01-1798	CHAINSAW	I CENTER/DAKOTA					
		I-1637695	101-4221-425	REPAIRS	SERVICE BRUSH #6/SUPPL'S/FIRE	000000	59.19
		I-1637696	101-4221-425	REPAIRS	SERVICE HAWK/FILTERS -FIRE DPT		157.18
		I-1637697	101-4221-425	REPAIRS	SERVICE BRUSH #7, FILTERS-FIRE	000000	148.87
01-2473	SD DEPT.	OF CORRECTIONS					
		I-C18D3074	101-4221-422-01	PROFESSIONAL	FIRE SUPPRESSION WORK/FIREWISE	000000	4.08
)1-3877	MUTUAL C	of omaha					
		I-MUT090722	101-4221-415	GROUP INSURAN	LIFE INSURANCE	000000	9.90
01-4958	G&G GARE	BAGE, LLC					
		I-I8141	101-4221-422-01	PROFESSIONAL	MONTHLY TOILET RENTAL/FIREWISE	000000	137.50
				DEPARTMENT 22	21 FIRE DEPARTMENT ADMINISTRI	OTAL:	2,726.62
 01-0433	WELLMARK	BLUE CROSS BLU					
		I-222230010049	101-4232-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	341.20
01-1003	VERIZON	WIRELESS					
		I-9913163839	101-4232-422	PROFESSIONAL	BLDG INSPECTOR TABLET	000000	26.97
01-1899	CODE WOR	RKS					
		I-2307	101-4232-422	PROFESSIONAL	ADAMS BL BLDG RENO PLAN REV/BI	000000	771.20
		I-2308	101-4232-422	PROFESSIONAL	FAMILY DOLLAR PLAN REVIEW/BI	000000	117.20
		I-2310	101-4232-422	PROFESSIONAL	DWD TOBACCO COMPANY PLAN REVIE	000000	414.32
01-3877	MUTUAL C	of omaha					
		I-MUT090722	101-4232-415	GROUP INSURAN	LIFE INSURANCE	000000	4.94
					32 BUILDING INSPECTION T	OTAL:	1,675.83
)1-0433	WELLMARK	A BLUE CROSS BLU			WELLMARK BLUE CROSS AND BLUE S	000000	2,621.66
01-0578	TWIN CIT	Y HARDWARE & LU					
		I-2207-203210	101-4310-426	SUPPLIES	SPRAY PRIMER-PAINT/STREETS	000000	29.76

9/02/202	2 10:49 A	M	REGULAR DEPARTMENT PAYN	MENT REGISTER		PAG	E: 7
PACKET: VENDOR SE FUND		5 COMBINED - 9/7/22 GENERAL FUND					Section 4 Item a.
departmen		STREETS				BAN	K: FNBAP
BUDGET TO	USE:	CB-CURRENT BUDGET					
VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CIT	Y HARDWARE & LU cor	ntinued				
		I-2207-203226	101-4310-426	SUPPLIES	ROPE CLIP-CABLE/STREETS	000000	18.04
		I-2208-204367	101-4310-425	REPAIRS	SAE RATCH WRENCH SET/STRTS	000000	99.99
		I-2208-204799	101-4310-425	REPAIRS	SCREW-NUT DRIVERS/STRTS	000000	55.95
		I-2208-205416	101-4310-425	REPAIRS	SIGN POST-SCREW HOOK/STRTS	000000	53.45
		I-2208-205568	101-4310-426	SUPPLIES	(6) J-BOLT/STREETS	000000	11.94
		I-2208-205600	101-4310-426	SUPPLIES	GLASS & TILE SCRAPER/STRTS	000000	5.49
		I-2208-205963	101-4310-426	SUPPLIES	FASTERNES/STREETS	000000	23.52
		I-2208-206590	101-4310-426	SUPPLIES	SOLDER IRON KIT/STREETS	000000	29.99
		I-2208-206720	101-4310-426	SUPPLIES	FASTENERS/STREETS	000000	21.48
		I-2208-207091	101-4310-426	SUPPLIES	SOFTENER SALT/STREETS	000000	44.95
		I-2208-208124	101-4310-426	SUPPLIES	BARE TOOL-MARKS A LOT/STRETS	000000	135.98
01-1003	VERIZON	WIRELESS					
		I-9913163839	101-4310-422	PROFESSIONAL	ON CALL PHONE/STREETS	000000	24.81
01-1168	KLJ ENGI	NEERING LLC					
		I-10174278	101-4310-422	PROFESSIONAL	PRELIM ENGIN-BURNHAM AVE	000000	4,500.00
01-1171	A & B BU	JSINESS SOLUTION					
		I-IN974484	101-4310-422	PROFESSIONAL	CONTRACT BASE RATE/STREETS	000000	74.76
01-1288	ACE INDU	JSTRIAL SUPPLY,					
		I-2074614	101-4310-426	SUPPLIES	METAL CUT BLADE-VIPER WIPES/ST	000000	1,289.03
01-1406	STRETCH'	S GLASS & CUSTO					
		I-I024220	101-4310-426	SUPPLIES	25 YR SVC AWARD - BURLESON	000000	250.00
01-1500	A & B WE	LDING					
		I-01055912	101-4310-426	SUPPLIES	5 YR RENEWAL FEE ART336	000000	78.25
01-3837	SACRISON	I ASPHALT					
		I-22067-03	101-4310-425	REPAIRS	(2.07) ASPHALT/STREETS	000000	182.16
01-3877	MUTUAL C	DF OMAHA					
		I-MUT090722	101-4310-415	GROUP INSURAN	LIFE INSURANCE	000000	0.45-
01-3956	ADAMS SA	ALVAGE RECYCLING					
		I-2771	101-4310-422	PROFESSIONAL	TRUCK TIRES/STREETS	000000	4.78
01-3977	ACE HARI	WARE OF LEAD					
		I-027987	101-4310-422	PROFESSIONAL	UPS SHIPPING CHGS PED LIGHT/ST	000000	19.83
01-4721	TOWEY DF	SIGN GROUP INC.					
			101-4310-422	PROFESSIONAL	SAMPSON AREA MILL AND OVERLAY	000000	2,485.48
		I-22-254			DESIGN UP MAIN UTILITY IMPROVM		-
				DEPARTMENT 3	10 STREETS T	OTAL:	12,637.69

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PACKET: VENDOR SE FUND	ET: 01	BINED - 9/7/22 ERAL FUND					Section 4 Item a.
DEPARTMEN BUDGET TO	NT: 370 OAK	RIDGE CEMETERY -CURRENT BUDGET				BAN	K: FNBAP
VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
======= 01-4958	G&G GARBAGE,						
		I-I8224	101-4370-422	PROFESSIONAL	MOTHLY TOILET RENTAL/OAKRIDGE	000000	137.50
				DEPARTMENT 3	70 OAKRIDGE CEMETERY T	OTAL:	137.50
01-0213	TRUGREEN CHE	M-LAWN					
		I-163373604	101-4520-422	PROFESSIONAL	LAWN SERVICES/HISTORY CENTER	000000	51.84
		I-163373715	101-4520-422	PROFESSIONAL	LAWN SERVICES/ADAMS MUSEUM	000000	48.84
		I-163374714	101-4520-422	PROFESSIONAL	LAWN SERVICES/ADAMS HOUSE	000000	48.84
		I-164789863	101-4520-422	PROFESSIONAL	LAWN SRVC HARC MICKELSON/PRKS	000000	48.84
		I-164789953	101-4520-422	PROFESSIONAL	LAWN SERVICE/ MARTHA BULLOCK	000000	88.11
		I-164792575	101-4520-422	PROFESSIONAL	LAWN SRVC PLUMA PARK/PARKS	000000	145.48
01-0433	WELLMARK BLU						
		I-222230010049	101-4520-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	3,026.82
01-0578	TWIN CITY HA	RDWARE & LU					
		I-2207-202770	101-4520-426	SUPPLIES	SLIP CAP-CEMENT-PRIMER/PARKS	000000	40.94
		I-2208-204287	101-4520-426	SUPPLIES	OUTLET BOX COVER-NIPPLE/PARKS	000000	24.16
		I-2208-204315	101-4520-426	SUPPLIES	BYPASS PRUNER/PARKS	000000	29.99
		I-2208-204778	101-4520-426	SUPPLIES	(4) CAM STRAPS/PARKS	000000	159.96
		I-2208-205150	101-4520-426	SUPPLIES	BUSHING-RED BISHING/PARKS	000000	6.78
		I-2208-205174	101-4520-426	SUPPLIES	(3) MALE HOSE REPAIR/PARKS	000000	20.97
		I-2208-205174	101-4520-426	SUPPLIES	(3) MALE HOSE REPAIR/PARKS	000000	0.00
		I-2208-205914	101-4520-426	SUPPLIES	ALKY-BURGUNDY SPRAY PAINT/PRKS		89.69
		I-2208-205924 I-2208-205932	101-4520-426 101-4520-426	SUPPLIES SUPPLIES	FASTERNES/PARKS STAND-N-SPRAY/PARKS	000000	5.47 39.99
		1-2208-205332	101-4520-426	SUPPLIES	PAINT-CVR-BRUSH-TRAY/PARKS	000000	219.49
		1-2208-206344	101-4520-426	SUPPLIES	FLEXIO SPRAYER/PARKS	000000	159.99
		1-2208-206412	101-4520-426	SUPPLIES	BASE PAINT-PAIL-GALS/PARKS	000000	245.97
		I-2208-206700	101-4520-426	SUPPLIES	SHOT FOGGER-FUMIGATOR/PARKS	000000	34.97
		I-2208-206772	101-4520-426	SUPPLIES	COUPLING-CNCT-FLEX HOSE/PARKS	000000	197.38
		I-2208-207481	101-4520-426	SUPPLIES	ORANGE MARKING PAINT/PARKS	000000	35.97
01-0653	FASTENAL COM	PANY					
		I-SDRA1117526	101-4520-426	SUPPLIES	500 BLK CBL TIE	000000	133.20
01-0798	WARNE CHEMIC.	AL & EQUIPM					
		I-353251	101-4520-422	PROFESSIONAL	FLY SPRAYING AROUND PW/PARKS	000000	1,900.00
01-1171	A & B BUSINE	SS SOLUTION					
		I-IN974485	101-4520-422	PROFESSIONAL	CONTRACT BASE RATE/PARKS	000000	141.68
01-1798	CHAINSAW CEN	TER/DAKOTA					
		I-1098813	101-4520-424	RENTALS	BARRETO STAND ON TRENCH	000000	217.00
01-3061	CPS DISTRIBU	TORS, INC					
		I-0007620502-001	101-4520-425	REPAIRS	ROTOR-COUPLER-GLUE-SLIPFIX/PAR	000000	1,284.81

-,,	2 10:49 A	M R	REGULAR DEPARTMENT PAYN	MENT REGISTER		PAGE	9
PACKET: VENDOR SET FUND		COMBINED - 9/7/22 GENERAL FUND				[	Section 4 Item
UND EPARTMENI		PARKS				BANK	: FNBAP
UDGET TO	USE:	CB-CURRENT BUDGET					
	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
1-3061	CPS DIST	RIBUTORS, INC conti I-0007696998-001	.nued 101-4520-425	REPAIRS	LATCHING-ANGLE VALVE/PARKS	000000	208.98
1-3877	MUTUAL C	F OMAHA I-MUT090722	101-4520-415	CROUD INCURAN	LIFE INSURANCE	000000	28.05
		1-M01090722	101-4520-415	GROUP INSURAN	LIFE INSURANCE	000000	20.03
1-3977	ACE HARD	WARE OF LEAD					
		I-027768	101-4520-426	SUPPLIES	SPRAYPAINT BURGUNDY/PARKS	000000	15.46
1-4217	VISIONAR	Y LANDSCAPING					
		I-INV030441	101-4520-433	IMPROVEMENTS	LANDSCAPING-DOG PARK	000000	2,213.45
		I-INV030450	101-4520-433	IMPROVEMENTS	LANDSCAPING-DOG PARK	000000	2,210.44
1-4711	AMAZON C	APITAL SERVICES					
		C-1NTG-DL37-7WXX	101-4520-426	SUPPLIES	HVY DUTY 2 CHANNEL PROTECT/	PRK 000000	186.99
		I-1PYY-D6PD-Q6YK	101-4520-426	SUPPLIES	30W ANGLE LED SPOTLIGHT/PAR	KS 000000	61.74
1-4721	TOWEY DA	SIGN GROUP INC.					
		I-22-241	101-4520-433-06	CIP - YELLOW	YELLOW CREEK SHOOT RANGE	000000	2,424.00
1-4840	GEFFRE C	ONSTRUCTION I-1037	101-4520-433-07	CIP - FEMA	FEMA-RELOCATE FENCE/EQUIP R	NTT. 000000	2,499.67
		I-1038	101-4520-433-07		FEMA-RELOCATE FENCE/MATERIA		212.61
				DEPARTMENT 5	20 parks	TOTAL:	18,134.59
1-0433	WELLMARK	BLUE CROSS BLU					
		I-222230010049	101-4640-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLU	E S 000000	987.08
1_1786	ወድጥጥ∨ ሮአ	SH/HISTORIC PRE					
1 1/00	10111 07		101-4640-426	SUPPLIES	COPIES CALAMITY JANE ZONE I	NVE 000000	6.00
		I-83122	101-4640-426	SUPPLIES	PARK PLAT	000000	60.00
		I-83122	101-4640-426	SUPPLIES	RESOLUTION STAGE RUN/MCMAST	ERS 000000	60.00
1-3314	CENTURY	BUSINESS PRODUC					
		I-637015	101-4640-428	UTILITIES	HP/PZ PLOTTER 5/9/22-8/8/22	000000	18.75
		I-637016	101-4640-428	UTILITIES	HP/PZ CONTRACT 7/9/22-8/8/2	2 000000	49.47
1-3877	MUTUAL C	F OMAHA					
			101-4640-415	GROUP INSURAN	LIFE INSURANCE	000000	7.43
1 1 7 1 1							
⊥-4/⊥⊥	amazon C	APITAL SERVICES I-19FV-N9WG-DNLD	101-4640-426	SUPPLIES	POST IF FLAGS RECPTBKS -HP/	PZ 000000	32.91
							52.91
				DEPARTMENT 6	40 PLANNING AND ZONING	TOTAL:	1,221.64
				1	)1 general fund	 тотат •	Q7 300 E1
				LOND T		IVIAL:	21,033.34

9/02/2022 10:49 AM			REGULAR DEPARTMENT PAYMENT REGISTER			PAG	PAGE: 10	
PACKET: VENDOR SE	05886 COMBIN ST: 01	ED - 9/7/22					Section 4 Item a.	
FUND	: 206 LIBRAR	Y FUND						
DEPARTMEN	NT: 550 LIBRAR	Y				BAN	IK: FNBAP	
BUDGET TC	O USE: CB-CU	RRENT BUDGET						
VENDOR	NAME IT	ЕМ #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT	
======== 01-0433	WELLMARK BLUE C	======================================						
	I-	222230010049	206-4550-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE	S 000000	341.19	
01-1171	A & B BUSINESS	SOLUTION						
	I-	IN975248	206-4550-422	PROFESSIONAL	COPIER CONTRACT LIBRARY	000000	62.09	
01-1562	MIDWEST TAPE, L	LC						
	I-	502489103	206-4550-434	COLLECTION DE	DVD	000000	8.99	
	I-	502517058	206-4550-434	COLLECTION DE	DVDS	000000	45.73	
	I-	502552813	206-4550-434	COLLECTION DE	DVDS	000000	87.98	
01-3702	HOLLINGER METAL	EDGE						
	I-	H121130	206-4550-426	SUPPLIES	PHOTO ENVELOPES - LIBRARY	000000	321.04	
01-3877	MUTUAL OF OMAHA							
	I-!	MUT090722	206-4550-415	GROUP INSURAN	LIFE INSURANCE	000000	3.22	
01-4724	EBSCO							
	I-	1675964	206-4550-434	COLLECTION DE	SUBSCRIPTIONS	000000	2,471.54	
01-4990	O'GARA, HUGH							
	I-	851015	206-4550-434	COLLECTION DE	HISTORICAL CEMETERIES BOOK	000000	47.00	
				DEPARTMENT 55	50 LIBRARY	TOTAL:	3,388.78	
				FUND 20	06 LIBRARY FUND	TOTAL:	3,388.78	
					UO LIBKAKI FUND	IUTAL:	3,300.10	

9/02/2022	2 10:49 AM		REGULAR DEPARTMENT PAYN	MENT REGISTER		PAG	E: 11
PACKET: VENDOR SEI		BINED - 9/7/22					Section 4 Item a.
DEPARTMENI	T: 510 REC					BAN	IK: FNBAP
BUDGET TO	USE: CB	-CURRENT BUDGET					
		ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
	WELLMARK BLU	E CROSS BLU			N WELLMARK BLUE CROSS AND BLUE		
01-1098	HILLYARD/SIO	UX FALLS I-604840807	209-4510-426	SUPPLIES	ARSENAL-SHOWER FOAM/REC CENT	'ER 000000	320.24
01-1502	BLACK HILLS	CHEMICAL I-230163	209-4510-426	SUPPLIES	VINYL GLOVE-TOWEL-TP-GARBG/F	REC 000000	373.17
01-2645	HAWKINS INC	I-6272263	209-4510-426	SUPPLIES	ACID-DELDRUM-AZONE	000000	1,041.50
01-3877	MUTUAL OF OM	AHA I-MUT090722	209-4510-415	GROUP INSURAI	N LIFE INSURANCE	000000	13.12
01-4261	IDENTISYS	I-585023	209-4510-426	SUPPLIES	(200) ISO CARD HID PROX/REC	000000	653.40
01-4957	ONSITE FIRST	AID, LLC I-1410	209-4510-426	SUPPLIES	DROPS-PADS-SPRAY-GAUZE-GLV/F	REC 000000	138.58
				DEPARTMENT S	510 REC CENTER	TOTAL:	3,890.74
01-0475	DEADWOOD CHA	MBER & VISI I-08/31/22	209-4980-422	PROFESSIONAL	BED & BOOZE BILL LIST 9/6/22	2 000000	7,803.03
				DEPARTMENT 9	980 SPECIAL EVENTS	TOTAL:	7,803.03
				FUND 2	209 BED & BOOZE FUND	TOTAL:	11,693.77

9/02/2022 10	:49 AM	REGULAR DEPARTMENT PAYM	ENT REGISTER	PAGE	E: 12
	05886 COMBINED - 9/7/22 01			ſ	Section 4 Item a.
FUND :	211 BID #9			L	
DEPARTMENT:	630 BID #9			BANK	K: FNBAP
BUDGET TO USE	: CB-CURRENT BUDGET				
VENDOR NAM	IE ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4576 DEA	DWOOD CHAMBER - OUTL I-08312022	211-4630-423	MARKETING BID 9 FUNDING	000000	50,000.00
			DEPARTMENT 630 BID #9	TOTAL:	50,000.00
			FUND 211 BID #9	TOTAL:	50,000.00

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PACKET: VENDOR SE		COMBINED - 9/7/22					Section 4 Item a.
FUND DEPARTMEN		BID #8 (Business Imp BID 8	rove)			BAN	K: FNBAP
		CB-CURRENT BUDGET				Di iiv.	
VENDOR			G/L ACCOUNT NAME		DESCRIPTION	CHECK#	
	SCHMIDT,						
		I-08032022	212-4630-423	MARKETING	WELCOME CENTER (PADS) BID 8	000000	21,100.00
01-0475	DEADWOOD	CHAMBER & VISI					
		I-08312022	212-4630-423	MARKETING	SPORTS WAGERING MKTG-BID #8	000000	16,142.00
01-0951	DEADWOOD	ALIVE					
		I-08312022	212-4630-423	MARKETING	BID #8 - BAL. OF 2022 FUNDING	G 000000	4,000.00
01-1441	DAYS OF	'76, INC.					
		I-083122	212-4630-423	MARKETING	SLAG PILE RENTAL - BID #8	000000	5,000.00
01-3602	DEADWOOD	GAMING ASSOCIA					
		I-08312022	212-4630-422	PROFESSIONAL	BID 8 CONTRIBUTION	000000	10,000.00
				DEPARTMENT 6	30 BID 8	TOTAL:	56,242.00
				FUND 2	12 BID #8 (Business Improve)	TOTAL:	56,242.00

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PACKET: VENDOR SET:		COMBINED - 9/7/22						Section 4 Item a.
FUND : DEPARTMENT: BUDGET TO US	630	BID #1-6 (Business BID CB-CURRENT BUDGET	Imprv)				BAN	K: FNBAP
VENDOR NA	ME	ITEM #	G/L ACCOUNT NAME		DES	SCRIPTION	CHECK#	AMOUNT
01-0475 DE.	ADWOOD	CHAMBER & VISI I-08/31/22	213-4630-423	MARKETING	BII	) 1-6 BILL LIST 9/6/22	000000	80,042.63
				DEPARTMENT	630	BID	TOTAL:	80,042.63
				FUND	213	BID #1-6 (Business Im	prv)TOTAL:	80,042.63

9/02/2022	10:49 AM	REGULAR DEPARTMENT PAYN	MENT REGISTER		PAG	GE: 15
ENDOR SET:						Section 4 Item
	: 215 HISTORIC PRESERVATI : 572 HP VISITOR MGMT AND				BVN	JK: FNBAP
	USE: CB-CURRENT BUDGET	INFOR			DAI	NR. FINDAL
ENDOR 1	NAME ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
)1-1182 M	MACROVISION I-2022-09	215-4572-235	VISITOR MGMT	PURCHASE VIDEOTAPE LIBRARY 15	000000	15,000.00
1-4576 I	DEADWOOD CHAMBER - OUTL					
	I-190	215-4572-235	VISITOR MGMT	FINANCIAL SUPPORT FOR BRULE-H	2 000000	2,800.00
1-4977 (	CROWN ARTS, INC.					
	I-081822	215-4572-235	VISITOR MGMT	CALAMITY JANE SCUPTURE 1ST HL	F 000000	45,000.00
			DEPARTMENT 5	572 HP VISITOR MGMT AND INFOR	FOTAL:	62,800.00
1-0578	TWIN CITY HARDWARE & LU					
				. 30QT LATCHING STORAGE-ARCHIVE		
	I-2208-206632	215-4573-335	HIST. INTERP.	. 3-30QT LATCHING STORAGE-ARCHI	/ 000000	44.97
1-0951 I	DEADWOOD ALIVE					
	I-1600-22	215-4573-345			000000	20,000.00
	I-1700-22	215-4573-345	HIST. INTERP.	. AUGUST 2022	000000	20,000.00
1-1495 (	GAYLORD BROS.					
	I-2780879	215-4573-335	HIST. INTERP.	. 10-BLURGRY BARER BRD BOXS-ARC	4 000000	138.99
)1-1786 H	PETTY CASH/HISTORIC PRE					
	I-83122	215-4573-335	HIST. INTERP.	. MAILS FLASHDRIVE APOKA FL	000000	4.80
	I-83122	215-4573-335	HIST. INTERP.	. BUY 20X20 BOX TO SHIP ITEMS	000000	6.49
				573 HP HISTORIC INTERPRETATIO	FOTAL:	40,210.24
)1-4739	TWIN CITY HARDWARE-HP P					
		215-4575-525		A PAINT GRANT - 63 STEWART		
		215-4575-525		A PAINT GRANT - 405 WILLIAMS		7.99
	I-2208-204291 I-2208-204292			A PAINT GRANT - 420 CLIFF STREE		149.97
	I-2208-204292 I-2208-206131			A PAINT GRANT - 420 CLIFF A PAINT GRANT - 12 WASHINGTON	000000	148.46 41.98
	I-2208-206131 I-2208-206142			A PAINT GRANT - 12 WASHINGTON	000000	41.98
	I-2208-206245			A PAINT GRANT - 12 WASHINGTON A PAINT GRANT - 56 TAYLOR	000000	33.99
	I-2208-206760			A PAINT GRANT - 175 SHERMAN	000000	87.11
	I-2208-207095			A PAINT GRANT - 12 WASHINGTON	000000	45.99
	I-2208-207728	215-4575-525	GRANT/LOAN PA	A PAINT GRANT - 288 WILLIAMS	000000	500.00
				575 HP DEADWOOD GRANT AND LOA	TOTAL:	1,254.44
)1-1731 V	WHEELER LUMBER OPERATIO			·		
	I-1340-036093	215-4577-735	CAPITAL ASSET	F 36-2x6-20' 25-6x6-8' #1 FIR-C	1 000000	4,338.00
			DEPARTMENT 5	577 HP FIXED CAPITAL ASSETS O	FOTAL:	4,338.00

	2 10:49 AM		REGULAR DEPARTMENT PAYM	ENT REGISTER		PAC	GE: 16
PACKET: VENDOR SE	T: 01	IBINED - 9/7/22	7				Section 4 Item a.
	T: 641 OFF	TORIC PRESERVATION TICE HIST. PRES. B-CURRENT BUDGET	N			BAN	NK: FNBAP
VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
======= 01-0433	WELLMARK BLU	IE CROSS BLU	215-4641-415		N WELLMARK BLUE CROSS AND BLUE S		2,983.70
01-0545	LYNN'S DAKOT	ZA MART I-0116	215-4641-426	SUPPLIES	FOOD FOR SAM HAMMANS LAST DAY	000000	40.82
01-1003	VERIZON WIRE	LESS I-9913163839	215-4641-428	UTILITIES	CITY ARCHIVIST/HP	000000	40.01
01-1047	TWIN CITY AN	IIMAL SHELTE I-08/25/2022	215-4641-426	SUPPLIES	SVC AWRD-DONATION/KARLA DOWER	000000	25.00
01-3314	CENTURY BUSI	NESS PRODUC I-637015 I-637016	215-4641-428 215-4641-428	UTILITIES UTILITIES	HP/PZ PLOTTER 5/9/22-8/8/22 HP/PZ CONTRACT 7/9/22-8/8/22	000000	18.75 49.47
01-3877	MUTUAL OF OM	IAHA I-MUT090722	215-4641-415	GROUP INSURA	N LIFE INSURANCE	000000	17.33
01-4362	CARMODY, ROB	BIN I-082222	215-4641-427	TRAVEL	20222 WRHC CONF REIMBURSEMENT	000000	408.32
01-4711	AMAZON CAPIT	AL SERVICES I-19FV-N9WG-DNLD	215-4641-426	SUPPLIES	POST IF FLAGS RECPTBKS -HP/PZ	000000	32.92
01-4880	DAR, VICKI	I-082422	215-4641-427	TRAVEL	REIMBURSE '22 WRHC REGISTARTIC	000000	125.00
01-4986	BACHAND, MIK		215-4641-427	TRAVEL	MILEAGE STAGECOACH TO LECTCHEF	۶ 000000	275.10
				DEPARTMENT	641 OFFICE HIST. PRES. 1	COTAL:	4,016.42
				FUND	215 HISTORIC PRESERVATION 1	FOTAL:	112,619.10

9/02/2022	10:49 AM		REGULAR DEPARTMENT PAYM	ENT REGISTER		PAG	E: 17
PACKET: VENDOR SET:	01	MBINED - 9/7/22					Section 4 Item a.
FUND DEPARTMENT:		VOLVING LOAN N-DEPARTMENTAL				BJN	K: FNBAP
BUDGET TO U		B-CURRENT BUDGET				DAN	R: FNDAF
VENDOR N	IAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-JOHNST J	JOHNSTONE S						
		I-5079168	216-1310	DUE FROM OTHE	56 LINCOLN THOMPSON	000000	4,681.37
		I-5079817	216-1310	DUE FROM OTHE	56 LINCOLN THOMPSON	000000	219.50
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	4,900.87
 01-1496 I	JAWRENCE CO	. REGISTER O					
		I-051522	216-4653-960	CLOSING CO	REC FEE SAT 27 STEWART 1	FLORES 000000	90.00
		I-081922	216-4653-960	CLOSING CO	REC FEE 9 SHINE EMRICK	000000	60.00
01-2849 E	DAKOTA LUMB	ER CO					
		I-2208-215097	216-4653-962-04	SIDING GRANT	18 DENVER DRUMMOND	000000	761.89
01-4086 I	WIN CITY H	ARDWARE - GR					
		I-2208-206995	216-4653-962-04	SIDING GRANT	18 DENVER DRUMMOND	000000	48.98
		I-2208-207731	216-4653-962-03	WINDOWS GRANT	18 DENVER DRUMMOND	000000	74.10
01-4438 E	DAKOTA TITL	E					
		I-OE-0619-22	216-4653-960	CLOSING CO	O & E 9 SHINE EMRICK	000000	120.00
				DEPARTMENT 6	53 REVOLVING LOAN	TOTAL:	1,154.97
				FUND 2:	16 REVOLVING LOAN	TOTAL:	6,055.84

9/02/2022 10:49 AM			REGULAR DEPARTMENT PAYM	PAG	PAGE: 18		
PACKET: VENDOR SE		1BINED - 9/7/22					Section 4 Item a.
FUND DEPARTMEN BUDGET TO	IT: 330 WAI	'ER FUND 'ER 3-CURRENT BUDGET				BAN	K: FNBAP
DUDGEI IO	OSE. CE	-CORRENT BUDGET					
VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLU	JE CROSS BLU I-222230010049	602-4330-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	5 000000	2,649.14
01-0578	TWIN CITY HA	ARDWARE & LU					
		I-2207-203250	602-4330-426	SUPPLIES	3" POLY BRUSH/WATER	000000	2.99
		I-2207-203418	602-4330-426	SUPPLIES	3" POLY FLAT POLY BRUSH/WATER	000000	2.99
		I-2208-204298	602-4330-426	SUPPLIES	(2) BIKE PADLOCK-CHAINS/WATER	000000	28.56
		I-2208-207498	602-4330-426	SUPPLIES	4' WOOD EXTENSION POLE/WATER	000000	9.99
		I-2208-207997	602-4330-426	SUPPLIES	(2) ITEM QUANTITY FIX/WATER	000000	3.98
01-1003	VERIZON WIRE	CLESS					
		I-9913163839	602-4330-422	PROFESSIONAL	PLUMA TANKS/WATER	000000	40.03
		I-9913163839	602-4330-422	PROFESSIONAL	MCGOVERN DENVER DWD HILL/WTR	000000	120.03
		I-9913163839	602-4330-422	PROFESSIONAL	LEE OFFICE PLUMA E MAIN/WATER	000000	160.27
		I-9913163839	602-4330-422	PROFESSIONAL	ON CALL PHONE/WATER	000000	46.99
		I-9913163839	602-4330-422	PROFESSIONAL	ON CALL PHONE/PARKS	000000	41.99
01-1171	A & B BUSINE	SS SOLUTION					
		I-IN974484	602-4330-422	PROFESSIONAL	CONTRACT BASE RATE/WATER	000000	74.76
01-1365	SD PUBLIC HE	CALTH LAB					
		I-10605938	602-4330-422	PROFESSIONAL	COLIFORM TESTING/WATER	000000	45.00
01-3877	MUTUAL OF OM	IAHA					
		I-MUT090722	602-4330-415	GROUP INSURAN	LIFE INSURANCE	000000	16.42
01-4057	VIEHAUSER EN	ITERPRISES,					
		I-41048	602-4330-426	SUPPLIES	KNOB CYLINDER-PADLOCK PRO/WATH	E 000000	395.84
				DEPARTMENT 3	30 WATER	FOTAL:	3,638.98
				FUND 6	02 WATER FUND	TOTAL:	3,638.98

9/02/2022 10:49 AM	REGULAR DEPARTMENT PAYM	ENT REGISTER		PAGI	E: 19
PACKET: 05886 COMBINED - 9/7/22 VENDOR SET: 01				[	Section 4 Item a.
FUND : 607 HISTORIC CEMETERI DEPARTMENT: 580 HISTORIC CEMETERI BUDGET TO USE: CB-CURRENT BUDGE	ES			BANI	K: FNBAP
VENDOR NAME ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-1786 PETTY CASH/HISTORIC PRE					
I-83122	607-4580-426	SUPPLIES	LCROD COPY CEMETERY RESEARCH	000000	1.00
01-3838 BLUEPEAK					
I-081622MM-GS	607-4580-428	UTILITIES	MT MORIAH GS 8/20/22-9/19/22	000000	138.19
I-081622MM-SA	607-4580-428	UTILITIES	MT MORIAH SA 8/20/22-9/19/22	000000	40.87
I-081622MM-TB	607-4580-428	UTILITIES	MT MORIAH TB 8/20/22-9/19/22	000000	125.83
		DEPARTMENT	580 HISTORIC CEMETERIES	TOTAL:	305.89
		FUND	607 HISTORIC CEMETERIES	TOTAL:	305.89

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9/02/202	22 10:49 A	M R	EGULAR DEPARTMENT PAYI	MENT REGISTER		PAG	E: 20
PACKET:		COMBINED - 9/7/22					Continue 4 House
VENDOR SE FUND	ET: 01 : 610	PARKING/TRANSPORTATION					Section 4 Item a.
POND DEPARTMEN		PARKING/TRANSPORTATION				BAN	K: FNBAP
BUDGET TO		CB-CURRENT BUDGET					
VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
======= 01-0433		BLUE CROSS BLU					
		I-222230010049	610-4360-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	1,629.51
01-1003	VERIZON	WIRELESS					
		I-9913163839	610-4360-422	PROFESSIONAL	PD ORDINANCE VEHICLE/P&T	000000	40.01
		I-9913163839	610-4360-422	PROFESSIONAL	(3) PARKING ENFORCEMT SYS/P&T	000000	125.97
		I-9913309441	610-4360-422	PROFESSIONAL	PHONE SERVICE/METERS/P&T	000000	40.01
01-1786	PETTY CA	SH/HISTORIC PRE					
		I-83122	610-4360-426	SUPPLIES	BANDAIDS FOR PARKING RAMP OFF	000000	1.77
01-3877	MUTUAL O	F OMAHA					
		I-MUT090722	610-4360-415	GROUP INSURAN	LIFE INSURANCE	000000	13.12
01-4711	AMAZON C	APITAL SERVICES					
		I-19FV-N9WG-DNLD	610-4360-426	SUPPLIES	1ST AID KIT - P&t	000000	17.74
01-4987	ZEBRA TE	CHNOLOGIES INTE					
		I-70765333	610-4360-425	REPAIRS	REPAIR FRRZQ32	000000	190.00
					60 PARKING/TRANSPORTATION T	OTAL:	2,058.13
01-0433		BLUE CROSS BLU					
		I-222230010049	610-4361-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	0.00
01-0545	LYNN'S D	AKOTA MART					
		I-002000350928	610-4361-426	SUPPLIES	24PK WATER - TROLLEY	000000	23.94
01-0600	TRIPLE K	TIRE & REPAIR					
		I-1-66538	610-4361-425	REPAIRS	WHEEL-RECAP TIRE-STEM-MOUNT/TR	000000	572.95
		I-1-66540	610-4361-425	REPAIRS	WHEEL-RECAP TIRE-STEM-MOUNT/TR	000000	572.95
01-1410	WESTERN	COMMUNICATIONS,					
		I-16095	610-4361-434	MACHINERY/EQU	(5) MOBILE VHF-CABLE-ANTENN/TR	000000	2,602.85
01-1786	PETTY CA	SH/HISTORIC PRE					
		I-83122	610-4361-426	SUPPLIES	SODA WATER TROLLE DEPT MEETING	000000	12.50
01-3877	MUTUAL O						
		I-MUT090722	610-4361-415	GROUP INSURAN	LIFE INSURANCE	000000	1.61-
01-4711	AMAZON C	APITAL SERVICES					
		I-11K3-Y4H9-CFRJ	610-4361-426	SUPPLIES	ROLLING CRATE COLLAPSE/TROLLEY	000000	51.66
01-4957	ONSITE F	IRST AID, LLC					
		I-1412	610-4361-426	SUPPLIES	TABLETS-ANTACID-BANDAGES/TROLL	000000	38.85
1							

01-4988 PLAINS TOWING & RECOVER

9/02/202	22 10:49 2	AM	REGULAR DEPARTMENT PAYN	MENT REGISTER			PAG	Æ: 21
PACKET: VENDOR SE		6 COMBINED - 9/7/22						Section 4 Item a.
DEPARTMEN		PARKING/TRANSPORTATI TROLLEY DEPARTMENT	ON				BAN	JK: FNBAP
BUDGET TC	) USE:	CB-CURRENT BUDGET						
VENDOR	NAME	ITEM #	G/L ACCOUNT NAME			SCRIPTION	CHECK#	AMOUNT
01-4988	PLAINS 2	IOWING & RECOVER con	tinued					
		I-12839	610-4361-422	PROFESSIONAI	L TO	VING/DRIVELINE/AXLE REMOVA	AL 000000	625.00
				DEPARTMENT	361	TROLLEY DEPARTMENT	TOTAL:	4,499.09
01-0578	TWIN CI	IY HARDWARE & LU						
		1-2208-205809	610-4362-426	SUPPLIES	PAI	LMYRA PUSH BROOM/RAMP	000000	29.99
01-4984	GOODWIN		610-4362-426	SUPPLIES	RE:	IMB.BRDWY CHRGRS,CORDS-P&	r 000000	115.37
				DEPARTMENT	362	BROADWAY GARAGE	TOTAL:	145.36
				FUND	610	PARKING/TRANSPORTATION	TOTAL:	6,702.58

9/02/2022 10:49	AM	REGULAR DEPARTMENT PAYM	ENT REGISTER		PAG	E: 22
PACKET: 0588 VENDOR SET: 01	36 COMBINED - 9/7/22					Section 4 Item a.
FUND : 704 DEPARTMENT: 370 BUDGET TO USE:	OAKRIDGE PERPETUAL ( ** INVALID DEPT ** CB-CURRENT BUDGET	CARE			BAN	IK: FNBAP
VENDOR NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-1387 DEADWOC	D GRANITE & MARB					
	I-08172022	704-4370-433	IMPROVEMENTS	BOOMGARDEN/PATINO	000000	1,500.00
	I-08232022	704-4370-433	IMPROVEMENTS	STERNITZKE/THORESEN/RINDLESS	000000	2,250.00
			DEPARTMENT 3	370 ** INVALID DEPT **	TOTAL:	3,750.00
			FUND 7	04 OAKRIDGE PERPETUAL CARE	TOTAL:	3,750.00

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9/02/2022 10:49 AM	REGULAR DEPARTMENT PAYMENT REGISTER				PAGE	23	
PACKET: 05886 COMBINED - 9/7/22 VENDOR SET: 01					ſ	Section 4 Item a.	
FUND : 720 DEPOSITS HELD DEPARTMENT: 000 NON-DEPARTMENTAL BUDGET TO USE: CB-CURRENT BUDGET					BANK	K: FNBAP	
VENDOR NAME ITEM #	G/L ACCOUNT NAME		DES	SCRIPTION	CHECK#	AMOUNT	
01-4015 LIBBY PRODUCTIONS, LLC I-083122	720-4000-429	OTHER	DEI	POS.RFND- UNLEASH THE F	BEAST 000000	1,100.00	
		DEPARTMENT	000	NON-DEPARTMENTAL	TOTAL:	1,100.00	
		FUND	720	DEPOSITS HELD	TOTAL:	1,100.00	
				REPORT G	RAND TOTAL:	432,939.11	

#### PROCLAMATION

**WHEREAS:** September 17, 2022, marks the 235th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention: and

**WHEREAS:** It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and

**WHEREAS:** Constitution Week was initiated by the Daughter's of the American Revolution (DAR), a patriotic organization that encourages education and historic preservation across America; and

**WHEREAS:** Constitution Week was officially declared by President D. Eisenhower on August 2, 1956, as the result of the work of the DAR and the active role of their membership in teaching others how to study and discuss the U.S. Constitution; and

**WHEREAS:** The local chapter of the DAR is the Catherine Thybo Chapter and the Chapter will be promoting Constitution Week from September 17-23 in Deadwood, with the goal of educating citizens about this important document and its place in our history;

**NOW, THEREFORE, on** the behalf of the City of Deadwood, I do hereby proclaim the week of September 17-23, 2022 as



In the City of Deadwood and encourage our citizens to use this time to study the U.S. Constitution and the foundation that the Framers of the Constitution envisioned in 1787 to protect the freedoms guaranteed to us through this guardian of our liberties.

**DATED** this 6<sup>th</sup> day of September, 2022

Mayor Dave Ruth Jr.



# RESPONSIBLE GAMING EDUCATION MONTH **Proclamation**

# Recognizing September 2022 as Responsible Gaming Education Month

WHEREAS, the Deadwood casino gaming industry is an important part of the City of **Deadwood**, having contributed greatly to the **Deadwood** economy and quality of life of our citizens by creating jobs, generating tax revenue to support **Historic Preservation and Restoration**, and serving as a trusted community partner; and

WHEREAS, the gaming industry commits significant resources—both financial and people—to promote responsible gaming and combat problem gambling through employee training; consumer education, tools, and resources; and funding responsible gaming research.

WHEREAS, in 2022, the American Gaming Association is extending its week-long celebration to Responsible Gaming Education Month to promote responsible gaming nationwide for employees, customers and the Deadwood community.

WHEREAS, Responsible Gaming Education Month 2022—in September— brings together the gaming industry, advocacy groups, regulators and other key stakeholders to promote transparency and gaming literacy.

NOW, THEREFORE, I, Mayor David Ruth, Jr., do hereby proclaim September 2022 as Responsible Gaming Education Month.

Given, this the 6th day of September 2022.

Mayor David Ruth, Jr.

Deadwood Gaming Association





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:	August 10, 2022, 2022
To:	Deadwood City Commission
From:	Kevin Kuchenbecker, Historic Preservation Officer
Re:	Permission to Purchase Wireless Color Changeable Bulbs

For years the Streets Department has been changing the globes on the historic streetlights when adding a change of colors for the holidays. This is a very time-consuming process and involves several staff to complete along with equipment needed for the process not to mention replacement globes and storage in the off season.

Instead of changing the globes we have explored the options for a wireless color changeable bulb. Staff has been working on a process to allow the bulbs to be changed to any color any time of year instead of the globes. Bulbs would be sequenced electronically so changing the colors would be a quicker, safer and a more cost-effective process.

This would allow colors to be changed in parts of town also for other holidays above and beyond the Christmas season such as St. Patrick's Day, Valentines Day, and the Fourth of July.

The cost to switch the bulbs and set up a wireless color changeable system is \$12,500.00. Staff is recommending purchasing this system from Eagle Enterprises, LLC.

**Recommend Motion:** *Move to purchase wireless color changeable bulbs for streetlights from Eagle Enterprises, LLC in the amount of \$12,500.00 to be paid half by 2022 Street Department supply budget and HP Capital Assets line item.* 

# EAGLE ENTERPRISES, LLC 814 7th Ave Belle Fourche, SD 57717 605-210-1775 (C) 605-892-2401 (F)

Estima

Date 7/15/2022 Estimate # 2022-06

Name / Address

City of Deadwood Bob Nelson 67 Dunlop Avenue Deadwood, SD 57732

P.O. #

Terms

CASH

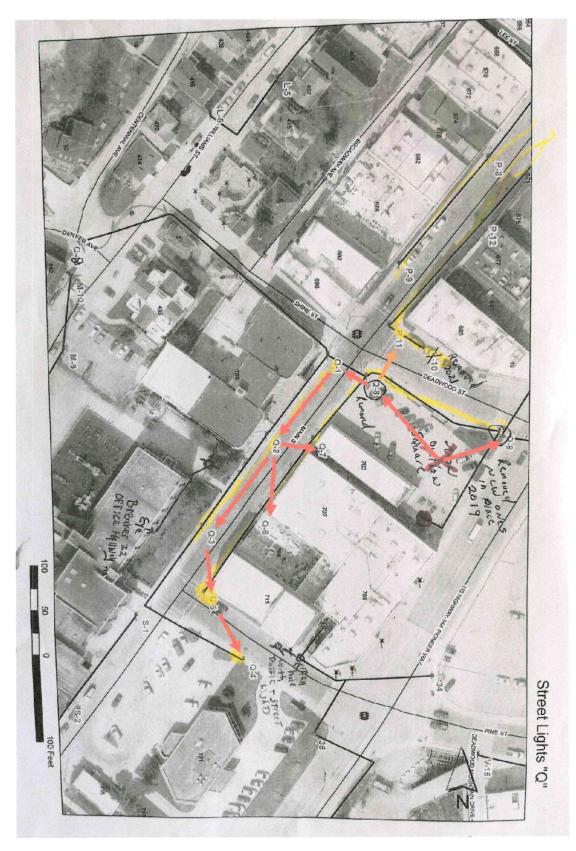
Due Date 7/15/2022 Other

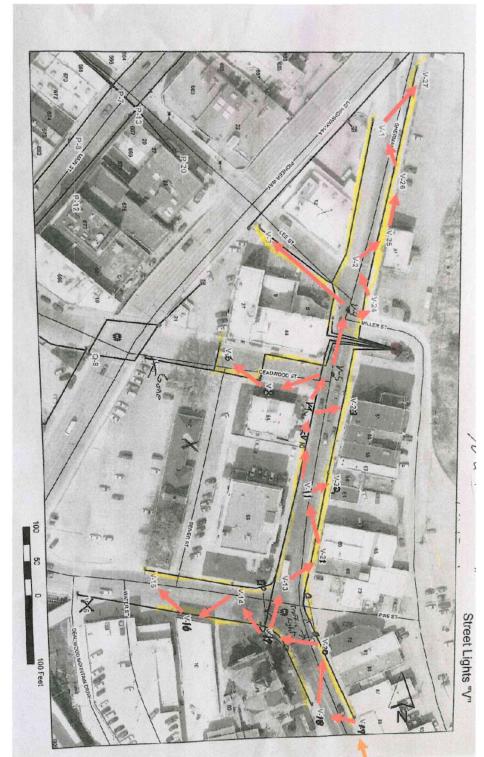
Description	Qty	Rate	Total
Wi-Fi APs (wireless / repeaters), AP PoE Injectors, Cloud Key Controller, Security Gateway, Main Switch, Estimated Installation, Wireless Color changeable bulbs	1	17,500.00	17,500.00
Zigbee, Cloud Key Controller, Security Gateway, Main Switch, Estimated Installation, Wireless Color changeable bulbs	1	12,500.00	12,500.00
Colored bulbs vs	Globe	°S	
THANK YOU FOR YOUR BUSINESS	- Contraction of the second	Subtotal	\$30,000.00
		Subtotal Sales Tax (6.5%)	\$30,000.00 \$0.00

# FACLE ENTERPRISES LLC

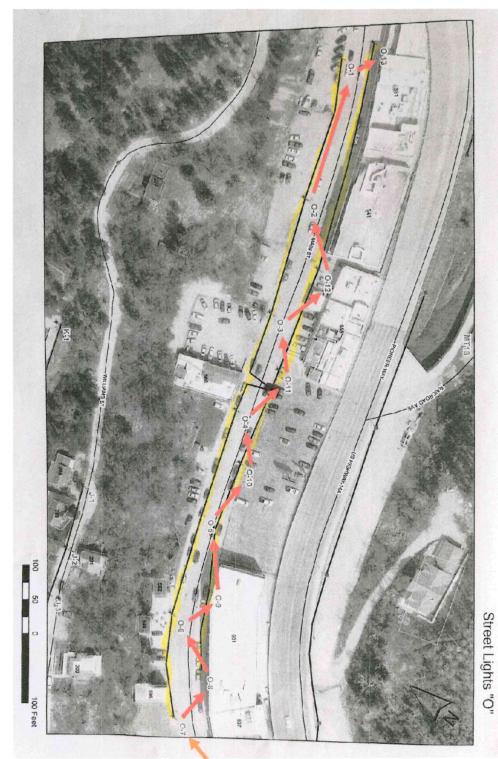
eagleenterprisesllc@gmail.com www.saveenergyconsultants.com 605-210-1775 605-892-2401 Total

\$30,000.00

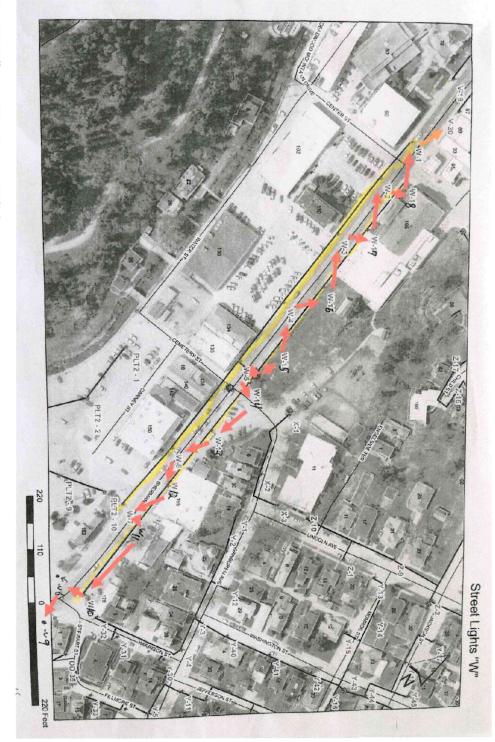






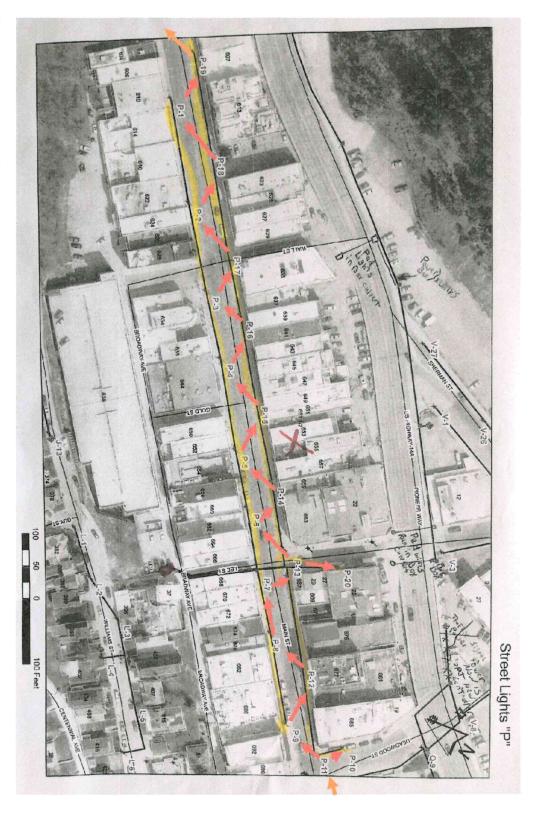


O – 13 Bulbs – 4 APs

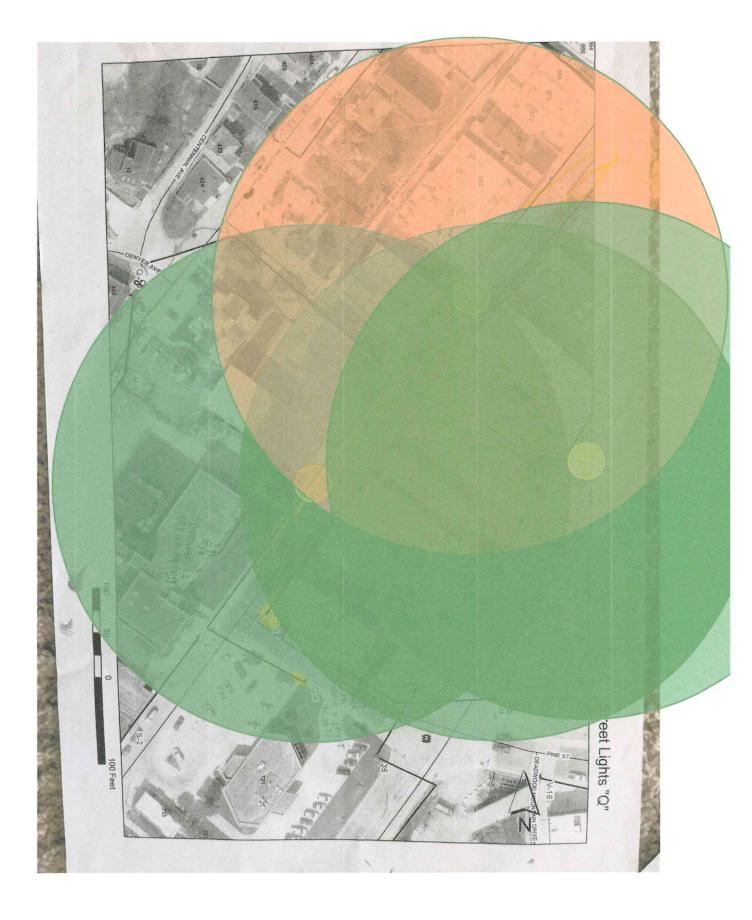


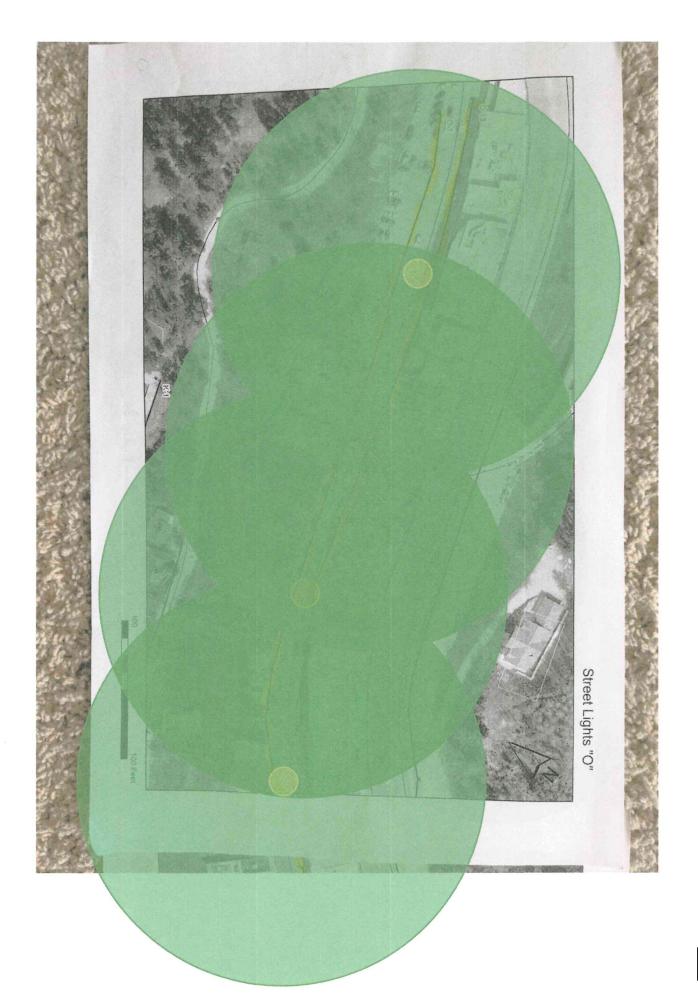
W – 18 Bulbs – 5 APs – 1 Extra AP linking to V

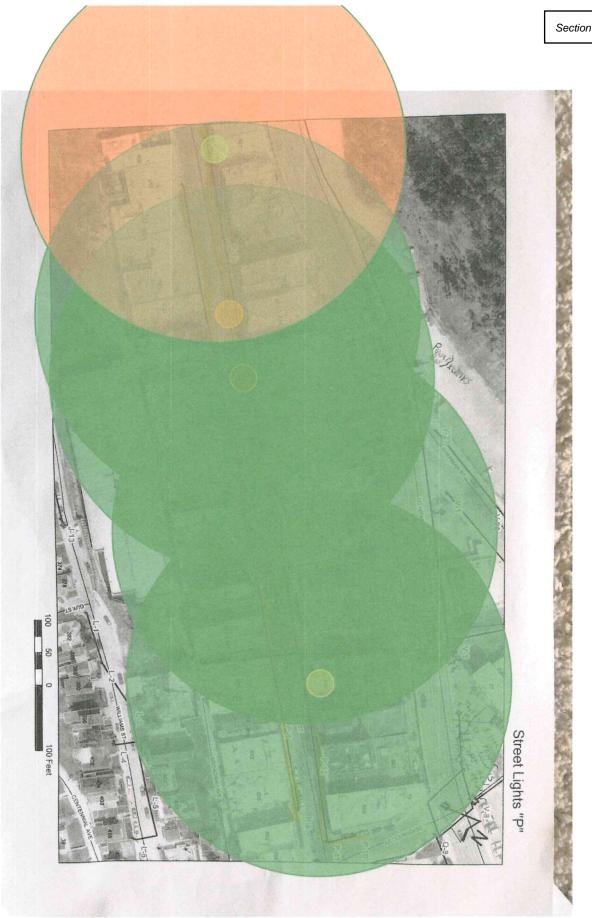
P – 20 Bulbs – 4 APs – 1 Extra APs linking to O



# Summary 85 Bulbs Total 21 APs if not linking (U6-LR-US or UAP-AC-M-PRO-US or U6-Mesh-US) 4 Extra APs if linking – W to V, V to Q, Q to P, P to O If doing Zigbee (Phillips Hue best case scenario): 2 Hubs 0 to P to Q - on first hub – 42 Bulbs V to W - on second hub – 43 Bulbs







S. J. ( ) J. ( )	÷	Design 1/20 to	Matorial MAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA
4500	8	w, and on the back hereof.	other work as specified below, and on the back hereof.
Monument Ma	of Deadwood, S. Dak., for	contracted with the Deadwood Granite & Marble Works, of Deadwood, S. Dak., for Monument Ma	contracted with the Deadwo
, have	······································	l,, of, have	· · · · · · · · · · · · · · · · · · ·
	OTA 57732	DEADWOOD, SOUTH DAKOTA 57732	SEPT. 1, 2022
Finished	MARBLE WORKS	DEADWOOD GRANITE & MARBLE WORKS ESTABLISHED 1994 BY A. L. DUCHENE	

contracted with the Deadwood Granite & Marble Works, of Deadwood, S. Dak., for Monument Markers or other work as specified below, and on the back hereof.       s. A.S.O	, of
l,, of, have this day	

DEADWOOD GRANITE & MARBLE WORKS

, 20

SIGNATURE: Address .....

Accepted:



**REX 1092** 

Section 6 Item d.

DEBBIE ANN TEMPLIN MAY 11,1974 NOV. 17, 1994

DAUCHTER OF KAREN & ALLEN TEMPLIN

e.

Aug 25, 2022

City of Deadwood Atten: Mayor David R Ruth Jr and City Commissioners 102 Sherman Street Deadwood, SD 57732

Honorable Mayor and City Commissioners,

I would like to thank you for your continued support of our Deadwood Shrine Circus over the past years. The Naja Shriners Northern Hills Circus in Deadwood raises the needed funds that enable us to continue our mission in the Northern Hills as well as all of western South Dakota. Our mission of providing the absolute care for children suffering with cleft lip and palate, orthopedic, burn and spinal cord injuries grows in need every year. The over 600 patients receive our assistance in order to travel to the Shriner's Hospitals for Children in Minneapolis, Chicago and Cincinnati so they may receive the care that they need. As you may well imagine, the cost of operating in a remote location such as ours requires that we continue to raise funds through various activities including this circus.

We once again had a fantastic turnout for the circus and can't wait again till next year. Thank you for again supporting us in the 2022 budget. Naja Shriners is requesting from the City of Deadwood the amount of \$3500.00 for prime sponsorship of its annual Northern Hills Circus in Deadwood for 2022. Your continued support will give us the privilege of assisting those children in Deadwood, Lawrence County and all of western South Dakota.

Feel free to contact me directly should you have any questions. Thank you for your support and we look forward to hearing from you soon.

Sincerely,

Jeff Schroeder

Naja Potentate 2016 Naja Treasurer Deadwood Electric 52 Lincoln Ave Deadwood, SD 57732 605-920-1214 deadwoodelectric@outlook.com



BILL TO CITY OF DEADWOOD City of Deadwood 102 Sherman St Deadwood, SD 57732 INVOICE # 22789 DATE 08/10/2022 DUE DATE 08/25/2022 TERMS Net 15

DATE	ACTIVITY	DESCRIPTIO	NC	QTY	RATE	AMOUNT
	MATERIAL	MATERIAL tax)	(includes sales	1	2,251.53	2,251.53T
	LABOR	LABOR (De following pa		15.50	75.00	1,162.50T
Pipe and wire	new camper pedestals at roc	leo campgrounds	SUBTOTAL			3,414.03
			TAX			69.68
			TOTAL			3,483.71
			BALANCE D	UE	\$	3,483.71

70.1×5 425





Received By: Ordered By: P.O. \_\_2 \_\_ - City \_\_\_\_Phone # Name Description of Work Done: Pipe & wire New Cumper Perestals at Rodeo grounds Address Phone Order:

Taken Out	Returned	Used	Materials	Price	An	nount
aya damada alikinin da adama da anin da adama		40	2° PVC	4,62	184	80
		2	905	5:22	Ĩ.	44
		2	i Couplings	1:16	2	32
		2	" expansion Couplings	51.64	103	28
		2	" connectors	1.66	3	30
		2	LuclennTs	1.85	3	7C
	9 	2	". Bushings	197		94
	a Barta Maria Maria a tanàn mandritra dia mandritra dia mandritra dia mandritra dia mandritra dia mandritra dia		L B	24.88	24	88
	n manufas das santas interas autores de sense de setembre de la de la de la de la deservoir de la de la de la d	ľ	thin unistrut	3,58	3	58
	an a she an		2" rigid unistrut straf	5.30	5	30
		2	Camper boxes	364.46	728	92
		30	HY THAN	1.78	53	40
		10	H& THHN	178	2	80
			9 round par	16.17	16	12
		18	ground screws	107	/	26
	1999-19-19-19-19-19-19-19-19-19-19-19-19	6	14 X 20 bolts	106		36
		6	Washers	105		30
		$\left  \begin{array}{c} \mathcal{L} \\ \mathcal{L} \end{array} \right $	Hy Ko Closure	3,12	6	24
		60	H CITHIN	418	10	20
		180'	YO THAN	K169	484	20
		2	200A outdoor Panel	62110	222	87
		2	2/00 Breaker	120,48	106	76 60
		4	1/4 offset mipple 1/4" LN + Bushing	23,01	46	02
			119 LIV a posning	LLAP	21/1	26
Hrs	Name		ate Hrs. Name Date Invoice No.	75	127	ill
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PO BOX 500 EAST DUBUQUE, IL 61025-4418

FOR BILLING QUESTIONS, PLEASE CALL: 605-342-7913

	INVOICE		Section 6 Item p.
INVOICE DATE	CUSTOMER NO.		INVOICE NO.
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			2 of 2
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C	2-M		
Tim			

ORDERED BY Tim Conrad		CUST PO City of Deadwood	<b>ORDER DATE</b> 06/27/22	<b>REFERE</b> City of Dea	
ORDER	******	SHIP VIA	SHIP DATE	ACCOUNT M	
KENNETH		OUR TRUCK	06/28/22	WILLIAM J	
ORDER QTY	SHIP QTY	DESCRIPTION	00,20,22		EXT PRICE
4 ea	4 ea	UPC 78599142458 LN-104 SC-KIND 1 1/4 LOCKNUT,RGD/IMC,STL-ZINC PLD	13,52		\$3.38
4 ea	4 ea	UPC 01899700443 443 ARLINGTON 1-1/4"" PLASTIC BUSHING	13,52 4,68 18,20	\$29.1290/c	\$1.17
		04	18,20	2	



PO BOX 500 EAST DUBUQUE, IL 61025-4418

FOR BILLING QUESTIONS, PLEASE CALL: 605-342-7913

	INVOICE		Section 6 Item p.
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C.			
Tim			

SOLD TO: 169392 465 3 MB 0.485 E0082 10650 D9306382760 S2 P9107812 0009:0012



DEADWOOD ELECTRIC **52 LINCOLN AVE** DEADWOOD SD 57732-1475

SHIP TO: 177142

DEADWO-SHOP ACCOUNT DEADWOOD ELECTRIC **10 CEMETARY ROAD** DEADWOOD,SD 57732-1302

ORDERED BY CUST PO 0		ORDER DATE REFERENCE				
Tim Co	onrad	City of I	Deadwood	06/27/22	C	ity of Deadwood
ORDER I	WRITER	SH	IP VIA	SHIP DATE	ACC	OUNT MANAGER
KENNETH (	C HERMAN	OUR	TRUCK	06/28/22	WILLIAM J BEAIRD	
ORDER QTY	SHIP QTY		DESCRIPTION		UNIT PRIC	E EXT PRICE
1 ea	1 ea	HOMELINE, 1 PHA CIRCUITS, 200A C	; RB SQD LOAD CENT ASE, 8 SPACES, 16 CONVERTIBLE MAIN NEMA3R, FEEDTHRU	\$167.16	60/ea \$167.17	
2 ea	2 ea	HOMELINE, 100A,	NI CIRCUIT BREAKE	\$40.10	)50/ea \$80.21	
2 ea	2 ea	UPC 78599141636 HO-224 SC-KIND 7 3/4,RGD/IMC,	1 1/4 NIPPLE, OFFSE	\$1,725.5	5420/c \$34.51	
INVOICE DUE	MER	CHANDISE TOTAL	TOTAL S&H	T	OTAL TAX	TOTAL AMOUNT
07/31/22		\$286.44	\$0.00		\$18.60	\$305.04



0009:0012

PLEASE DETACH AND RETURN WITH PAYMENT EXCEPT WHEN PAYING BY STATEMENT. A SERVICE CHARGE WILL BE ASSESSED ON AMOUNTS OVER 30 DAYS PAST DUE.



SOLD TO: DEADWOOD ELECTRIC **52 LINCOLN AVE** DEADWOOD SD 57732-1475

#### PLEASE REMIT PAYMENT TO:

CRESCENT ELECTRIC SUPPLY CO PO BOX 500 EAST DUBUQUE, IL 61025-4418

INVOICE NUMBER	S510456778.001
CUSTOMER NUMBER	177142
INVOICE DATE	06/28/22
DUE DATE	07/31/22
SUBTOTAL	\$286.44
SHIPPING & HANDLING	\$0.00
ТАХ	\$18.60
DISCOUNT WHEN PAID BY 07/10/22	\$3.25
INVOICE TOTAL	\$305.04

\$

CHECK #



PO BOX 500 EAST DUBUQUE, IL 61025-4418

		Section 6 Item p.	
INVOICE DATE	CUSTOMER NO.		INVOICE NO.
07/12/22	177142	S	510488784.001
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Travis			

FOR BILLING QUESTIONS, PLEASE CALL: 605-342-7913

# SOLD TO: 169392 110 4 SP 1.760 E0025 10456 D9363433392 S2 P9142278 0002:0018



SHIP TO: 177142 DEADWO-SHOP ACCOUNT DEADWOOD ELECTRIC 10 CEMETARY ROAD DEADWOOD,SD 57732-1302

ORDERED BY		CUST	CUST PO ORDER DATE		REFERENCE		
Travis Co	onrad	days o	f 76 0'	7/07/22	rodeo grounds		
ORDER W	RITER	SHIP	SHIP VIA SHI		ACCOUNT MANAGER		
RICHARD J H	HUGHES	OUR TR	RUCK 0	7/12/22	WILLIAM J BEAIRD		
ORDER QTY	SHIP QTY		DESCRIPTION	UNI	T PRICE EXT PRICE		
180 ft	180 ft	UPC 98012053480 THHN-4/0-BLK-STR-/ **Cut Wire is not retur Cuts: 3 @ 60 ft		\$	2,019.9970/m \$363.6		
	MED	CHANDISE TOTAL	TOTAL S&H	TOTAL TAX	TOTAL AMOUNT		
08/31/22	MERC	\$363.60	\$0.00	\$23.63	\$387.23		
00/31/22		acce	φυ.υυ	\$23.03	\$301.23		



PLEASE DETACH AND RETURN WITH PAYMENT EXCEPT WHEN PAYING BY STATEMENT. A SERVICE CHARGE WILL BE ASSESSED ON AMOUNTS OVER 30 DAYS PAST DUE.



SOLD TO: DEADWOOD ELECTRIC 52 LINCOLN AVE DEADWOOD SD 57732-1475

#### PLEASE REMIT PAYMENT TO:

CRESCENT ELECTRIC SUPPLY CO PO BOX 500 EAST DUBUQUE,IL 61025-4418

S510488784.001
177142
07/12/22
08/31/22
\$363.60
\$0.00
\$23.63
\$7.27
\$387.23

\$

CHECK #\_

# Jessicca McKeown

From:	auction@purplewave.com
Sent:	Tuesday, August 30, 2022 3:09 PM
То:	Jessicca McKeown
Subject:	113021 paid invoice from 08/30/22 auction

This email is confirmation of receipt of payment for the SOLD! August 30 Government Auction for customer 113021.

The buyer has been instructed to make pickup arrangements upon payment. Prior to load out please verify this invoice with the buyer's copy of the invoice to ensure proper delivery of assets.

If the buyer fails to pick the assets from your location by the posted pickup deadline please contact your Territory Manager or Purple Wave Customer Service at auction@purplewave.com.

Thank you, Purple Wave, Inc. www.purplewave.com

	VC ION ve, Inc. 283 lewave.com				Auction Da Print Da	<b>1VOICE</b> 220830-113021 ate: 2022-08-30 ate: 2022-08-30
Zane Merr Las Vegas 4530 E Ca	Bus Sales rey Ave , NV 89115		PAID			(702) 358-3636 asbussales.com
TID	Bidder	Item	Qty	Description	Tax	Amount
476033	113021	JC9748		2017 Ford trolley	ν	\$70,000.00
				<ul> <li>Miles: 80,813 on odometer</li> <li>Hours: 6,858 on meter</li> <li>VIN: 1F66F5DY7H0A12196</li> </ul>		
				Engine		
				<ul> <li>Displacement: 6.8L V10 SOHC</li> <li>Cylinders: 10</li> <li>Fuel type: Gas</li> </ul>		
				Transmission		
				Automatic		
				Chassis		
				Axles: Single		

- Axles: Single
- Suspension: Spring

• Brakes: Hydraulic

#### Interior

- AC, Heat
- Heated mirrors
- Cruise control
- Electric passenger sliding door
- Passengers: 28
- Wheelchair lift

#### Tires

• Size: 245/70R19.5

#### Notes

• Dash warning indicator: Brake

South Dakota title City of Deadwood, SD 62 1/2 Dunlop Avenue Deadwood, SD 57732

				<b>Bid Total:</b>	\$70,000.00
Тах	Description	Rate	Subtotal Premium	Тах	
v	Automobile Tax Exemption	0	\$70,000.00 \$7,000.00	\$0.00	\$77,000.00
				Total:	\$77,000.00
				Wire Transfer	-\$77,000.00
			I	Balance Due:	\$0.00
www.enames.prometer.com/consort/an	angen un aleman in en ante la regelación de la regelación de arregelación de arregel		and the second secon	and the management of the management of the management of the management of the second second second second sec	ana ang sana ang sanang sa sana ang sanang sa sana

#### **Payment information**

Payments must be made by 4 p.m. CDT on the second business day following the auction. Failure to make payment or payment arrangements by the deadline will result in a \$30 late payment fee. Purple Wave reserves the right to charge the credit card on file the total purchase price and a \$30 late payment fee will be added for invoices not paid within our terms. Payment should be made to Purple Wave, Inc. Questions regarding your invoice or to communicate payment arrangements please contact Purple Wave at 866.608.9283 or auction@purplewave.com.

#### Forms of payment accepted:

- Wire Transfers in any amount will be accepted. (View wire instructions)
- Cashiers Checks in any amount will be accepted.
- Visa, MasterCard, and Discover are accepted up to \$3,000 with authorization\*.
- **Cash** is accepted if paying at our Manhattan, KS headquarters.
- Checks up to \$10,000 will be accepted without a bank guaranty letter\*. Checks of \$10,000 or greater will be
  accepted only with a bank guaranty letter or with prior approval from Purple Wave's credit department. (View letter
  requirements)

Checks may be mailed to: Purple Wave, Inc. 825 Levee Dr. Manhattan, KS 66502

\*Purple Wave reserves the right to hold assets and/or certificates of title until fund availability is confirmed.

#### Sales tax / Use Tax

State law requires Purple Wave to collect sales tax on all applicable transactions. Sales tax rates are based on the item's location and are applied to the total purchase price (hammer price plus the Buyer's Premium). Tax will be collected unless the buyer provides proof of a tax exemption, which must be submitted before tax amounts will be removed from the invoice. Exemption forms are auction and state specific and may need to be completed for every event. Purple Wave cannot offer

advice, opinions or guarantees about whether you are in fact exempt. Buyers may be subject to use tax in their stagestidence. Consult your tax advisors if you have sales tax exemption or use tax questions. Purple Wave, Inc. cannot be held responsible for states' registration requirements regarding exemptions. Please note, guidelines and regulations regarding tax exemptions may vary between states. If you are eligible for an exemption, please complete the appropriate exemption certificate and email it to auction@purplewave.com or fax to 866.604.2264.

State law requires Purple Wave to collect sales tax on all applicable transactions.

#### Full Sales Tax / Use Tax information

#### Buyer's premium

A 10% buyer's premium will be added to all winning bids, resulting in the total purchase price, exclusive of any applicable sales taxes, owed by the winning bidder. The buyer's premium will be included in the price against which applicable sales taxes are calculated.

#### Inspection prior to bidding

Purple Wave attempts to give its customers an industry leading experience by providing detailed equipment listings. Listings include written descriptions, photographs, location, and consignor information.

Equipment descriptions are based on our direct observation and information provided by our selling customer. All information is intended to be as accurate as possible. However, we recommend customers inspect prior to bidding. Purple Wave listings are not intended to be substitutions for inspection. The details provided may differ on equipment based on information provided by the consignor. An error or omission in the listing will not change the results of the bid. **It is the responsibility of the buyer to conduct any inspection and examination necessary to satisfy him of all material facts before placing a bid**. Some of the limitations of Purple Wave listings include:

- Mileage and hours in listings are representations of what is on the meter. Purple Wave does not verify authenticity of
  mileage / hours nor do we verify the operational condition of the odometer / hours meter.
- Emissions systems may have modifications. Purple Wave does not inspect components or guarantee a vehicle will
  pass state emissions tests.
- Operating weight appearing in some listings are manufacturers specs. Weight may vary due to additional features and options.
- Accessories (interior / exterior, ancillary) may be listed in the description, however, may not be verified for
  operational condition such as A/C and heat, audio equipment, lighting, power seats, etc.
- Cosmetic damage / body damage, such as dents, cracks, scratches, rust, stains, and tears may not be included in the descriptions, however may exist.

#### Item removal requirement

Items can be removed after your payment in full is made to Purple Wave. Purple Wave will communicate directly with the seller to confirm receipt of payment. Winning bidders must contact the seller to schedule removal and bring a copy of their paid invoice in order to remove item(s). Unless other removal arrangements are made with the seller, fees for failing to timely remove items won may be assessed under the <u>Abandoned Asset Policy</u>.

#### Shipping and Transportation

Beaver Valley Logistics, LLC provides shipping and transportation services to winning bidders on ag, construction and fleet type assets. Beaver Valley Logistics does not provide shipping on items weighing less than 1,000 pounds.

To obtain a quote from Beaver Valley Logistics email <u>quotes@shipbvs.com</u> or call <u>1.888.838.9095</u>.

In order to provide accurate shipping quotes, please supply the following information.

- Origin city, state, and zip code
- Destination city, state, and zip code
- Auction date and item number
- Commodity description
- Destination unloading capabilities (dock, forklift, etc.)

Beaver Valley Logistics will recommend the safest, most reliable and cost effective transportation options.

Any shipping/transportation arrangements are ultimately between the buyer and the shipping company and not Purple Wave.

Winning bidders may choose to make transportation arrangements themselves, provided that all removal terms and conditions are met. Purple Wave does not provide packing or rigging services.

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#### **Terms and conditions**

Your purchase is subject to all the terms and conditions for this auction, which can be found at <a href="http://www.purplewave.com/auction/220830/details">http://www.purplewave.com/auction/220830/details</a>

#### **Required Information**

This auction is conducted by Purple Wave, Inc., whose home office is 825 Levee Drive, Manhattan, Kansas. Aaron McKee, Texas auctioneer license # 16401, operates Purple Wave, Inc. Complaints against us may be directed to the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, (512) 463-6599. For additional required information, see the <u>attached document</u>.

#### Locations

#### 62 1/2 Dunlop Avenue, Deadwood, SD Item Details:

- Jeramy Russell at jeramyr@cityofdeadwood.com or 605.578.2082
- Inspection times are by appointment only.

#### **Removal Details:**

- Jeramy Russell at jeramyr@cityofdeadwood.com or 605.578.2082
- Removal times are by appointment only.
- Personnel will be available during loadout.
- Removal Deadline: September 13, 2022 see auction details

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

Re:	Digitization of Lawrence County Records, PHASE V
From:	Kevin Kuchenbecker, Historic Preservation Officer
То:	Deadwood City Commission
Date:	August 25, 2022

The City of Deadwood Archives is requesting permission to enter into a contract with DocuTek of Englewood, Colorado to microfilm and PDF the following items:

- (5) Lawrence County Administrator Bonds & Letters (1879-1969)
- ((16) Lawrence County Tax Records (1889,1911-1915)

These dockets and ledgers provide a wonderful amount of genealogical information and will be incorporated into the City Archives online search engine at: <u>Deadwood (cityofdeadwood.com)</u>. The proposal for this project is attached to this memorandum.

The Historic Preservation Commission reviewed this request at their August 24, 2022 meeting and recommend entering into a contract with DocuTek for digitization of Lawrence County Records, Phase V.

# MOTION

Move to allow the City Archives to enter into a contract with DocuTek of Englewood, Colorado to microfilm and PDF (5) Lawrence County Administrator Bonds & Letters and (16) historic Lawrence County tax ledgers on file in the Case Library at Black Hills State University. The cost for this project will not exceed \$3,300.00 dollars. Money for this project will come out of the 2022 Archives Budget.



THE DOCUMENT SCANNING COMPANY

# DocuTek, Inc. | Jay Hoagland

750 West Hampden Ave., L-105 Englewood, CO 80110 jayhoagland@edocutek.com www.edocutek.com 303.722.5200



# Tax Ledgers Books Microfilming and Digitization

August 11, 2022 August 18, 2022

# **PREPARED FOR:**

Michael Runge City Archivist City of Deadwood 108 Sherman St. Deadwood, SD 57732 605.578.2082 Michael.runge@cityofdeadwood.com

# **SCOPE OF WORK**

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

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

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

## Scope of Work:

Microfilm and digitize to PDF approximately 20 ledger books.

### Process:

- 1. Tax Ledger books will be transported to DocuTek, Inc. (located in Englewood, CO).
- 2. DocuTek will provide sample scans to City of Deadwood with both processes.
- 3. Upon approval by City of Deadwood, the microfilming and digitization process will commence. Microfilming will be done on a Kodak MRD-2 Camera.
- 4. Microfilm Tax Ledgers (open book). Based upon your flat surface measurements, we should be able to microfilm open book.
- 5. After microfilming and microfilm processing has occurred, DocuTek will digitize microfilm images using the FlexScan Microfilm scanner made by NextScan. I have included equipment spec sheets at the end of this proposal.
- 6. Microfilm digitizing will occur at 300DPI in grayscale.
- 7. Digitize microfilm images to PDF files. One open book page = one PDF image.
- 8. Create one multi-page PDF file per ledger.
- City of Deadwood deliverables will be 35MM original silver archival quality microfilm rolls and an external USB hard drive containing 20 PDF files, one for each Tax Ledger book.
- 10. City of Deadwood will be responsible for pickup and transportation of Tax Ledger books back to South Dakota.









jayhoagland@edocutek.com

Legal Company Name:	Kane's Records Management Incorporated					
Doing Business As:	DocuTek Incorporated					
Corporation Type:	Colorado S Corp	Colorado S Corp Date of Incorporation: 1995				1995
Principals:	Jay A. HoaglandKenneth M. Voilesjayhoagland@edocutek.comkenvoiles@edocut				. <u>com</u>	
Primary Business Location:	750 West Hampden Ave., L-105 Englewood, CO 80110					
Telephone:	303-722-5200 or 800-216-7807 <b>Fax:</b> 303-722-8567			567		
Website:	www.edocutek.com					
FEIN:	84-1291328	1	DUNS:	835	681123	
Authorized Partner Companies:	Canon USA; Cranel; Digitech Systems; E-Imagedata; Ingram Micro; nextScan; Panasonic; Paradigm Imaging Group; Square9 Softworks					

#### **COMPANY SNAPSHOT:**











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# **COMPANY PROFILE & CLIENT REFERENCES**

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

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

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

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









- Page 4
- **CONFIDENTIALITY.** DocuTek requires that all employees submit to a background check and sign a non-disclosure agreement as a term of employment.
- **EXPERIENCE WITH DIFFERENT RECORD TYPES.** As indicated by our current client lists and references, DocuTek has worked on a number of projects involving various historical/archival document types, each with their own unique and challenging requirements. No matter what document type, condition or format, we have probably scanned it.
- **CUSTOMER SERVICE.** Client satisfaction is our first priority and our customer service is second to none. We are very responsive to any needs of our customers and are able to quickly implement changes as necessary. Through the course of the project, DocuTek will provide regular updates to insure we are on task and on time.
- SCANNING/MICROFILMING EQUIPMENT AVAILABILITY AND RELIABILITY. All servicing
  of our equipment is done "in house". Our Service Technicians are available to remedy
  hardware and software issues immediately. This minimizes down time by having onsite
  Service Technicians who can quickly resolve any issues and lowers our cost of doing
  business by not having to pay 3<sup>rd</sup> party companies. Additionally, this further protects our
  client's confidential records by minimizing or eliminating the need for non-authorized
  personnel entering work areas.
- **NO SUBCONTRACTING.** All work will be done by DocuTek employees at our document conversion facility in Englewood. NO PORTION of the job will be outsourced to a subcontractor.
- FOCUS. Document scanning, microfilming scanning, microfilming, sales/service of scanner equipment and the design, installation and support of electronic document management systems software is all we do. It is not just our primary line of business, it is our only line of business. We don't sell copiers or printers or any other business ventures outside of document scanning and document management.









Page

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

#### **COUNTY GOVERNMENT**

- Adams County Sheriff's Office
- Albany County Clerk
- Arapahoe County Court
- Arapahoe County Sheriff's Dept
- City and County of Denver
- Denver County Courts
- El Paso County Combined Courts
- El Paso County Clerk & Recorder
- Jefferson County Clerk and Recorder
- Jefferson County School District

### FEDERAL GOVERNMENT

- Adjutant General's Office
- Bureau Of Land Management
- Bureau Of Reclamation
- GSA Administration Office
- Interior Business Center

### STATE GOVERNMENT

- Colorado Dept of Agriculture
- Colorado Dept of Health & Environment
- Colorado Dept of Human Services
- Colorado Dept of Regulatory Agencies
- Colorado Dept of Revenue
- Colorado Dept of State
- Colorado Division of Water Resources
- Colorado Integrated Document Solutions
- Colorado Judicial

### LOCAL GOVERNMENT

- Aurora Public Schools
- City of Colorado Springs
- City of Fort Collins
- City of Greenwood Village
- City of Lakewood Police Dept.
- City of Littleton
- City of Longmont
- City of Pueblo Clerk & Recorder
- Colorado Springs School District 11

- Kiowa County Clerk & Recorder
- Kit Carson County
- Lake County Public Library
- Laramie County Clerk
- Larimer County
- Lincoln County Clerk & Recorder
- Prowers County Clerk & Recorder
- Pueblo County Clerk & Recorder
- Washington County Clerk & Recorder
- Weld County Information Services
- Mine Safety & Health Administration
- Rocky Mountain Arsenal National Refuge
- U.S. Air Force Academy
- U.S. Geological Survey
- USDA Forest Service
- Colorado Office of Natural Resources
- Colorado State University
- Colorado's Child Protection Ombudsman
- E-470 Public Highway Authority
- History Colorado
- University of Colorado
- University of Northern Colorado
- Wyoming Dept of Environmental Quality
- Wyoming State Archives
- Denver Public Library
- Denver Water Department
- Eagle Valley Library District
- Englewood Public Schools
- Littleton Public Schools
- Pueblo Library District
- Pikes Peak Library District
- Thompson School District
- Town of Castle Rock







# **CLIENT REFERENCES**

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



### **Colorado Library Consortium**

**Regan Harper** Director, Networking & Resource Sharing 303.866.6907 Denver, CO Harper r@cde.state.co.us

Scanning of Microfilm Rolls June 2014 to Present



**History Colorado** Kerry Baldwin Library Director 303.844.4600 Denver, CO Kerry.baldwin@state.co.us

Microfilming, Scanning, and Digitization of Newspapers 2010 to Present



**Wyoming State Archives Michael Strom** State Archivist 307.777.7020 Michael.strom@wyo.gov

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









jayhoagland@edocutek.com

Page

# FEE SCHEDULE AND PROJECT ESTIMATES

#### **Microfilming and Digitizing Tax Ledger books**

OFF-SITE CO	OFF-SITE CONVERSION SERVICES FEE SCHEDULE				
DESCRIPTION	Cost Per Image	QUANTITY	TOTAL		
Microfilm and digitize 17 Ledgers to 35MM Negative Silver Master Microfilm and PDF Images (one PDF = one ledger) (1241 images (books 4&5 one page per image) + 3,209 images (2 pages per image) Tax Ledgers=2,845 images	\$0.36	4,450	\$1,602.00		
Microfilm and digitize 3 Ledgers to single page PDF files named by page #, with additional naming of glued pages as 01a, 01b, 01c, etc. (1539 pages x 20% extra pages = 1847 pages; one page per image)	\$0.75	1,847	\$1,385.25		
Extra Handling and Preparation for Microfilming Ledgers Open Book	\$20.00	15	\$300.00		
Total Project cost for Delivered PDF images and Original Archive Quality Microfilm Rolls.			\$3,287.25		

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

Sincerely,

Jay Hoagland jayhoagland@edocutek.com 303-722-5200

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jayhoagland@edocutek.com

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# South Dakota Medical Cannabis Program LOCAL GOVERNMENT COMPLIANCE CERTIFICATION

The purpose of this form is to collect the necessary information from applicants who seek a medical cannabis establishment registration certificate pursuant to ARSD 44:90:03:10 and ARSD 44:90:03:11

# **SECTION I. Establishment Information**

Please provide the following information for the prospective medical cannabis establishment. For each establishment you are certifying within your jurisdiction, please provide a separate local government compliance certification form.

Legal Business Name	Type of E	Type of Establishment(s)		
From the Hills, LLC		Cultivation	Manufacturing	
From the mills, che		Dispensary	Testing	
Establishment Physical Address		Apartment or Suite #		
460 Main Street				
City County		State	ZIP Code	
Deadwood Lawr	ence	SK	57732	

# SECTION II. Ordinance Compliance

- Are there Ordinances limiting the number of medical cannabis establishments within the jurisdiction? Yes □ (Go to question 2) No Ø (Go to question 4)
- 2. How many of each establishment type are allowed by ordinance in the jurisdiction?
  - a. Cultivation
  - b. Manufacturing \_\_\_\_\_
  - c. Testing
  - d. Dispensary
- 3. When was the effective date for this ordinance?
  - Effective Date \_\_\_\_\_
- Are there Zoning ordinances in effect relating to medical cannabis establishments? Yes ♥(Go to question 5) No □ (Go to question 6)
- 5. Is the proposed location in compliance with zoning ordinances pertaining to medical cannabis? Yes 🎾 No 🗆
- 6. Does the jurisdiction require the applicant to obtain any local permits, licenses, or registrations pertaining to medical cannabis?

Yes  $\square$  (Go to question 7) No  $\square$  (Sign and certify this form)

7. Has the applicant obtained the required local permits, licenses, or registrations pertaining to medical cannabis? Yest No □

# **SECTION III. Attachments**

Please attach all ordinances related to medical cannabis with this form. If submitting multiple local government compliance certification forms, only attach local ordinances once.

# **SECTION IV. Certification**

I certify that the above-mentioned medical cannabis establishment meets all applicable jurisdiction requirements.

Full Name (Printed)	Title	Jurisdiction
Jessica McKeuwn	Finance Officer	Deadwood
Full Name (Signature)		Date
OFUER	NOWO	9 6 2022
SOUTH	DAKOT	

# **NOTICE TO BIDDERS**

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on August 11, 2022, to complete the **"Demolition and Reconstruction of Retaining Wall located at the following location: 5 Harrison Street** for the City of Deadwood. Bids will be publicly opened and read on that date at 2:00 p.m. with results presented on August 15, 2022 at the City Commission meeting at City Hall 102 Sherman, Deadwood, SD.

Plans and specifications for the project may be obtained electronically from Albertson Engineering, Inc. 3202 West Main Street, Suite C, Rapid City, South Dakota 57702 or available for viewing at the Construction Industry Center, 2771 Plant Street, Rapid City, South Dakota 57702.

Bid security will be required in the form of a cashiers check or certified check in the amount of five (5) percent of the total for the bid submitted, or through a bid bond of not less than ten (10) percent of the total for the bid submitted, made payable to the City of Deadwood. A performance bond is also required.

Bids will be sealed and marked <u>Retaining Wall Project – 5 Harrison Street</u>. Bids will be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 18th day of July 2022.

Jessicca McKeown City of Deadwood Finance Officer

Publish Black Hills Pioneer: July 21, 2022, July 28, 2022

For any notice that is published twice: This notice is published twice at an approximate cost of \$\_\_\_\_\_

BID TAB					
June 11, 2022 2:00 p.m.					
5 Harrison St, 458 Williams Street					
		Acknowledge			
<u>Contractor</u>	Bid Bond	Addendum 1	Engineers Estimate	5 Harrison Street	
			\$ 74,600.00		
C. Eagle Construction	X	Х		\$ 192,165.00	
RCS Construction	Х	Х		\$ 167,000.00	
		Acknowledge			
<u>Contractor</u>	Bid Bond	Addendum 1	Engineers Estimate	458 Williams Street	 nate #1
			\$ 62,500.00		\$ 9,900.00
C. Eagle Construction	Х	Х		\$ 92,900.00	\$ 79,900.00
RCS Construction	Х	Х		\$ 82,000.00	\$ 32,000.00
Staff Present:					
Kevin Kuchenbecker					
Jeramy Russell					
Trent Mohr					
Misty Trewhella					
Also Present:					
Ryan Gabert - C. Eagle Construction					
Adam Wagner - C. Eagle Construction					
Barry Wood - RCS Construction					
Gary Cure - Resident					

### **NOTICE TO BIDDERS**

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on August 11, 2022, to complete the **"Demolition and Reconstruction of Retaining Wall located at the following location: 458 Williams Street** for the City of Deadwood. Bids will be publicly opened and read on that date at 2:00 p.m. with results presented on August 15, 2022 at the City Commission meeting at City Hall 102 Sherman, Deadwood, SD.

Plans and specifications for the project may be obtained electronically from Albertson Engineering, Inc. 3202 West Main Street, Suite C, Rapid City, South Dakota 57702 or available for viewing at the Construction Industry Center, 2771 Plant Street, Rapid City, South Dakota 57702.

Bid security will be required in the form of a cashiers check or certified check in the amount of five (5) percent of the total for the bid submitted, or through a bid bond of not less than ten (10) percent of the total for the bid submitted, made payable to the City of Deadwood. A performance bond is also required.

Bids will be sealed and marked <u>Retaining Wall Project – 458 Williams Street</u>. Bids will be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 18th day of July 2022.

Jessicca McKeown City of Deadwood Finance Officer

Publish Black Hills Pioneer: July 21, 2022, July 28, 2022

For any notice that is published twice: This notice is published twice at an approximate cost of \$\_\_\_\_\_\_

				CIT	TY OF DE	ADWOOD	ORDINAN	ICE NUM	BER #135	9									
			AN ORDINAN	CE PROVID	ING FOR TH	IE FISCAL Y	EAR BEGIN	INING JANU	JARY 1, 2023	3 AND ENDIN	G DECEMBER	R 31, 2023 /	ND LEVYING	PROPERTY					
			TAX FOR 2021	1															
			BE IT ORDAIN																
			Section 1. That		-				-	-		n the City	of Deadwood f	or the purpos	es of				
			providing fund	ds to meet a	all lawful ex	penses and	liabilities fo	or the fiscal	year ending	December 31	, 2023								
																-			
			General	Library	Bed and	Bus Imp	Bus Imp	Bus Imp	Bus Imp	Hist.	Revolving	TIF	Debt S.	Debt Serv.	Water	Sewer	Mt	Parking &	
			Fund	Fund	Booze	Dist. 9	Dist. 8	Dist. 1-6	Dist 7	Pres. Fund	Loan Fund	#10	Optima LLC	-	Fund	Fund	Moriah	Transport.	TOTAL
	44.0	GENERAL GOVT	101	206	209	211	212	213	214	215	216	719	721	725	602	603	607	610	
411.1			225 105																225 105
	Legislative Elections		335,195 1,300																335,195 1,300
	Attorney		50,000																50,000
-	Finance		444,510																444,510
	Public Bui	ildings	1,234,893												-				1,234,893
		r Network	1,234,893																1,234,893
419.5		PUBLIC SAFETY	111,500																111,500
421.0	Police	TODEIC SALETT	1,871,811																1,871,811
421.1			1,500																1,071,011
422.1			946,827																946,827
	Bldg Inspe	ection	119,450																119,450
		PUBLIC WORKS																	
431.0	Streets		1,571,240															1	1,571,240
	Waste Dis	sp.	161,829																161,829
433.0	Water														951,380	35,000			986,380
436.0	Parking/T	ransportation																1,550,672	1,550,672
437.0	Cemetery	1	29,000														226,000		255,000
451.0	Recreation	n Center	-		493,472														493,472
441.2	Animal Co	ontrol	8,500																8,500
	450	CULTURE/RECREATION																	
452.0	Parks		1,096,283																1,096,283
452.1	Parks-FEN	ЛА	-																
	Library			176,150															176,150
457.1	Historic P	resDept								506,030									506,030
		resVisitor Mgmt								769,000									769,000
		res-Interpreta.								616,300									616,300
		res-Grant/Loan								750,000									750,000
		res-Profess. Service								165,500									165,500
457.7		resBuildings								1,409,500									1,409,500
		DEVELOPMENT								-									
		Improvem. Dist.	207.025			240,000	390,000	415,000	490,000										1,535,000
	Planning/2	<u> </u>	207,637								000 505								207,637
	Dwd Impr				-						902,500		+					+	902,500
465.3	City Prom	DEBT REDUCTION			350,025					-									350,025
470			<u> </u>							1,170,500		260.000	140,000	14.000					1 504 500
470	Debt Redu	Budgeted for Operations	- 8,191,475	176,150	843,497	240,000	390,000	415,000	490,000	1,170,500 5,386,830	902,500	260,000 260,000	140,000 140,000	14,000 14,000	951,380	35,000	226,000	1,550,672	1,584,500 20,212,504
		and Debt Service	0,131,473	170,130	043,437	240,000	330,000	413,000	430,000	3,300,030	302,300	200,000	140,000	14,000	331,300	33,000	220,000	1,330,072	20,212,304
		FINANCING USES																	
511		Operating Transfer Out	89,829		72,358	10,000	10,000	10,000	10,000	1,533,170					-		-	<u> </u>	- 1,735,357
511		operating transfer Out	8,281,304	176,150	915,855	250,000	400,000	425,000	500,000	6,920,000	902,500	260,000	140,000	14,000	951,380	35,000	226,000	1,550,672	21,947,861
			8,281,304	176,150	915,855	250,000	400,000	425,000	500,000	6,920,000	902,500	260,000	140,000	14,000	951,380	35,000	226,000	1,550,672	21,947

								NUMBER #13									
		ГГ		1				TION ORDIN									
			Bed and		Bus Imp		Bus Imp		Revolving	TIF	Debt S.	TIF Stage				Park	
Section 2.	General	Library	Booze	Dist. 9	Dist. 8	Dist. 1-6	Dist 7	Pres.	Loan	#10	Optima LLC	Run	Water	Sewer	Mt Moriah	Meter/Trolley	TOTAL
	101	206	209	211	212	213	214	215	216	719	721	725	602	603	607	610	
Undesignated Fund Balance	1,072,571	-	-			-	-	-	807,500				107,230	(44,000)	100,000	90,672	2,133,973
																	-
310 Taxes	4,541,564		795,000	250,000	400,000	425,000	500,000			260,000	14,000	140,000					7,325,564
320 License/Permits	151,275					-											151,275
330 Intergovernmental Services	737,500	82,621						6,920,000									7,740,121
340 Charges for Goods/Services	172,640	-	120,855						95,000						115,100	-	503,595
350 Fines/Forfeitures	-	3,700														-	3,700
360 Miscellanous Revenue	169,040	-	-			-	-	-		-			-		10,900	-	179,940
380 Operating Revenue	2,000					-							844,150	79,000	-	1,410,000	2,335,150
	6,846,590	86,321	915,855	250,000	400,000	425,000	500,000	6,920,000	902,500	260,000	14,000	140,000	951,380	35,000	226,000	1,500,672	20,373,318
390 Other Sources-Transfers	1,434,714	89,829														50,000	1,574,543
Total Means of Finance	8,281,304	176,150	915,855	250,000	400,000	425,000	500,000	6,920,000	902,500	260,000	14,000	140,000	951,380	35,000	226,000	1,550,672	21,947,861
Section 3 and 4.																	
The Finance Officer is directed to ce		-		evies made	in this Ordi	nance to the	County Au	ditor: Genera	l Fund \$1,234,	064 for gene	ral purposes.						
No interest and debt service fund wi	ill be paid fron	n the tax levy	/.														
								ATTECT.									
CITY OF DEADWOOD								ATTEST:									
David Ruth, Jr., Mayor								Jessicca Mck	Ceown, Finance	Officer							
First Reading:																	
Second Reading:																	
Published:																	
Adopted:																	
<u> </u>																	

### <u>ORDINANCE #1360</u> <u>AN ORDINANCE CREATING CHAPTER 10.28 GOLF CARTS</u>

NOW, THEREFORE, BE IT ORDAINED by the City Commissioners of the City of Deadwood that a new Chapter 10.28 of the Code of Ordinances of City of Deadwood, South Dakota entitled "Golf Carts" is hereby established as follows:

### **10.28.010 USE OF GOLF CARTS ON CITY STREETS**

The City of Deadwood, as authorized by SDCL 32-14-14, hereby permits the use on the municipal streets of the City of Deadwood golf carts not otherwise licensed by the State of South Dakota for use on a public highway or licensed by another state pursuant to a comparable licensing provision, by an operator possessing a valid driver's license, subject to the restrictions and requirements set forth in this Ordinance and the requirements of state law.

### **10.28.020 GOLF CART-DEFINITION**

For the purposes of this Ordinance, as stated at SDCL 32-14-13, the term, "golf cart", means a four wheeled vehicle originally and specifically designed and intended to transport one or more individuals and golf clubs for the purpose of playing golf on a golf course.

### **10.28.030 APPLICATION FOR PERMIT REQUIRED**

No person may operate a golf cart upon the streets or alleys of the City of Deadwood without obtaining a permit for such operation from the Deadwood City Finance Office. To obtain such a permit from the City, the requirements are as follows:

A. The applicant shall provide valid documentation that the golf cart is insured for liability for the remainder of the calendar year.

B. The applicant shall provide valid documentation that the golf cart meets the equipment specifications and other requirements of state law.

C. The applicant shall provide valid documentation that the golf cart is equipped with a slow-moving vehicle emblem in accordance with SDCL 32-15-20 or a flashing white or amber warning light in accordance with SDCL 32-17-46.

D. The applicant shall pay the yearly registration fee (January - December) to the City of Deadwood of \$50.00 at the time the application and supporting documents are submitted to the City Finance Office. Registration cannot be transferable, pro-rated or refunded.

### **10.28.040 REGISTRATION DECAL**

Upon approval of the application by the Finance Office and payment of the registration fee, the office shall issue to the applicant a valid registration decal. The decal shall be affixed in a visible location immediately adjacent to the slow-moving vehicle emblem or the flashing white or amber warning light on the rear exterior of the golf cart.

### **10.28.050 USE ON STATE OR COUNTY HIGHWAY PROHIBITED**

No person may operate a golf cart on a state or county highway except for crossing at right angle from one side of the highway to the other. A golf cart shall cross the highway at a right angle, but only after stopping and yielding the right-of-way to all approaching traffic and crossing as closely as possible to an intersection or approach.

### **10.28.060 TRAFFIC RULES APPLY**

An operator of a golf cart shall comply with all city, county and state traffic rules and regulations applying to the operation of motor vehicles generally, except that a golf cart shall not be required to have a bell, horn or directional turn signals.

### 10.28.070 SEATING

The operator and occupants of a golf cart shall be seated at all times. It shall be unlawful for more than two people to occupy the front seat while the golf cart is in motion.

### 10.28.080 PENALTY

As provided for at SDCL 9-19-3 and SDCL 22-6-2(2), any person found to be guilty of violating any of the provisions of this Ordinance shall be subject to a maximum penalty of a fine not to exceed Five Hundred Dollars (\$500.00) or by imprisonment for a period not exceeding thirty (30) days, or by both such fine and imprisonment.

Dated this 19th day of September, 2022.

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessicca McKeown, Finance Officer

First Reading:	September 6, 2022
Second Reading:	September 19, 2022
Published:	September 22, 2022
Adopted:	October 12, 2022

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



Jeramy Russell Planning and Zoning Administrator Telephone (605) 578-2082

### PLANNING AND ZONING MEETING BOARD OF ADJUSTMENT STAFF REPORT September 5, 2022

**APPLICANT:** Randy Horner

PURPOSE: Vacate Section Line

GENERAL LOCATION: Located near the Preacher Smith Monument

**LEGAL DESCRIPTION:** PREACHER SMITH TRACT. FORMERLY PREACHER SMITH TRACT. LOCATED IN GOV'T LOTS 10 AND 12 OF SECTION 11, T.5.N., R.3.E., B.H.M. CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA.

FILE STATUS: All legal obligations have been completed.

**ZONE:** Park Forest

### **STAFF FINDINGS:**

Surrounding Zoning: North: Lawrence South: Park Forest East: Lawrence County West: Lawrence County Surrounding Land Uses: Vacant Land Vacant land Vacant Land Vacant Land

### SUMMARY OF REQUEST

The sole purpose of this plat is to vacate the section line separating sections 11 and 12 as shown on the exhibit. By vacating this section line the developer will continue to dedicate right of way throughout the development. There is common ownership in is area and a petition is not needed.

### **FACTUAL INFORMATION**

- 1. The property is currently zoned Park Forest
- 2. The subject property is located within a low-density park forest designation.
- 3. The property is not located within a flood zone or flood hazard zone.
- 4. Public facilities are not currently available to serve the property.

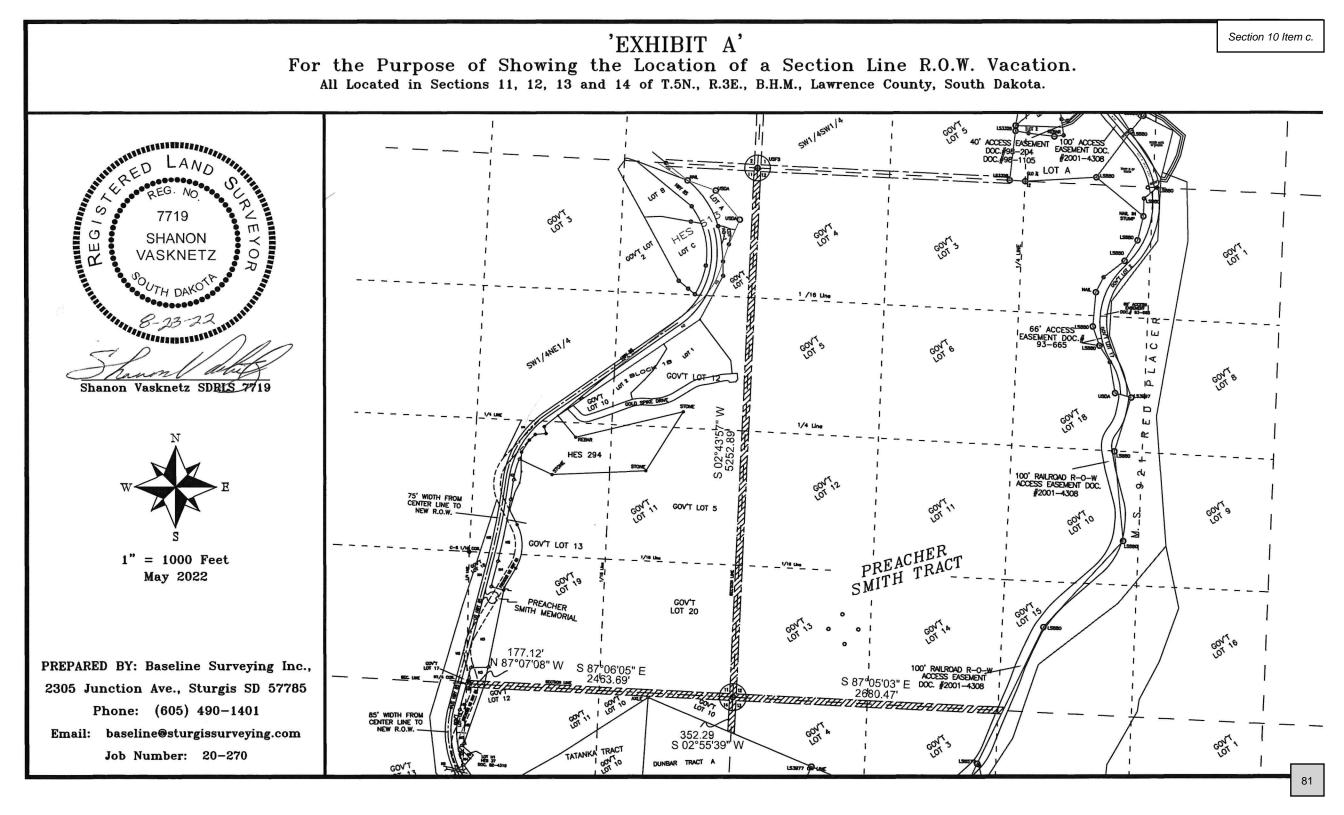
### STAFF DISCUSSION

Approval of this is needed to continue future platting of the Ridge Development. This request is compliant with the City of Deadwoods Zoning Codes.

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

### **ACTION REQUIRED:**

- 1. Approved by Deadwood Planning and Zoning Commission on August 17, 2022.
- 2. Approval / Denial by Deadwood Board of Adjustment.



### **RESOLUTION 2022 – 19**

### **RESOLUTION TO VACATE A PORTION OF SECTION LINE RIGHT OF WAY**

WHEREAS, the Deadwood City Commission desires to vacate a portion of section line right-of-way pursuant to SDCL § 6-5-3,

AND WHEREAS, this section line right of way is located on Preacher Smith Tract. Formerly Preacher Smith Tract. Located in Gov't Lots 10 and 12 of Section 11, T.5.N., R.3.E., B.H.M. City of Deadwood, Lawrence County, South Dakota.

AND WHEREAS, the public interest will be better served by vacating the belowdescribed section line right-of-way to make the property available for future development.

AND WHEREAS, on August 17, 2022 the Planning and Zoning Commission recommended the vacation to the City Commission;

NOW THEREFORE IT IS HEREBY RESOLVED, pursuant to SDCL 6-5-3, the public interest will be better served by the vacation of the City-owned section line right-of-way for future development.

IT IS FURTHER RESOLVED, that the Deadwood City Commission shall further follow all mandates of SDCL 6-5-3, as statutorily provided.

Dated this 6 day of September, 2022.

CITY OF DEADWOOD

By \_\_\_\_

David Ruth Jr., Mayor

ATTEST:

Finance Officer

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



Jeramy Russell Planning and Zoning Administrator Telephone (605) 578-2082

PLANNING AND ZONING MEETING BOARD OF ADJUSTMENT STAFF REPORT September 5, 2022

**APPLICANT:** Randy Horner

**PURPOSE:** Establishing new lots

GENERAL LOCATION: Located near the Preacher Smith Monument

**LEGAL DESCRIPTION:** LOT A IN BLOCK 1 AND LOT A IN BLOCK 1A OF THE RIDGE DEVELOPMENT. FORMERLY LOT A OF GOVERNMENT LOT 13 AND 19 IN SECTION 11; LOT B OF GOVERNMENT LOT 19 IN SECTION 11 AND GOVERNMENT LOT 12 IN SECTION 14 -AND- A PORTION OF PREACHER SMITH TRACT. ALL LOCATED IN SECTIONS 11, 12, 13 AND 14 T.5.N., R.3.E., B.H.M., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA.

FILE STATUS: All legal obligations have been completed.

**ZONE:** Park Forest

### **STAFF FINDINGS:**

Surrounding Zoning: North: Lawrence South: Park Forest East: Lawrence County West: Lawrence County <u>Surrounding Land Uses:</u> Vacant Land Vacant land Vacant Land Vacant Land

### SUMMARY OF REQUEST

This plat establishes two large lots within the Ridge Development. Developers intend on platting the larger blocks and then as the development grows, they will begin platting lots within each block.

### FACTUAL INFORMATION

- 1. The property is currently zoned Park Forest
- The proposed lots are comprised as follows: Lot A of Block 1 = 179.568 Acres+, Lot A of Block 1A = 65.793 Acres+
- 3. The subject property is located within a low-density park forest designation.
- 4. The property is not located within a flood zone or flood hazard zone.
- 5. Public facilities are not currently available to serve the property.

### **STAFF DISCUSSION**

Lot A of Block 1 and Lot A of Block 1A are compliant with the City of Deadwoods Zoning Codes and meet the requirements for bulk area as required by Deadwood City Ordinance 17.20.040 Area and Bulk Requirements.

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

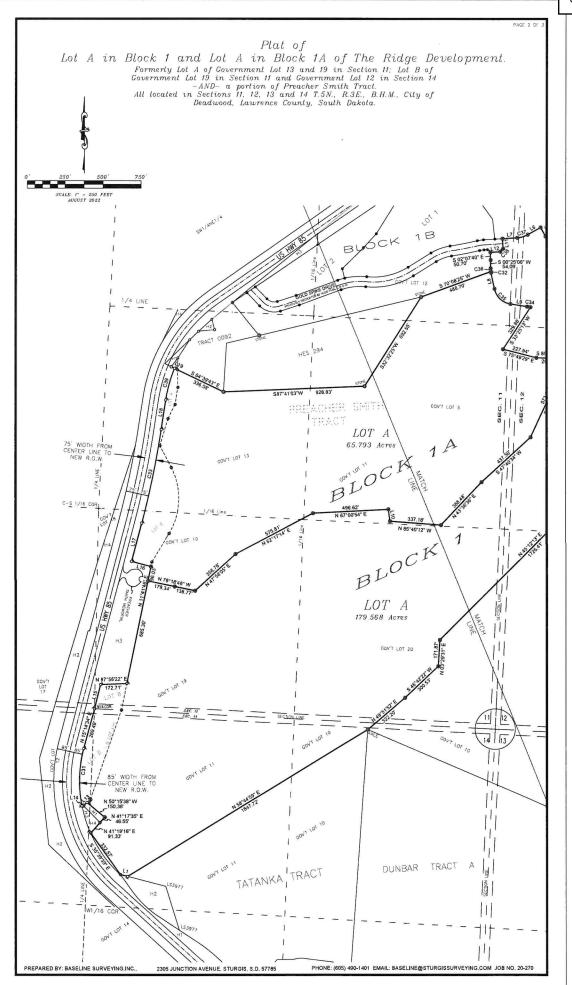
### **ACTION REQUIRED:**

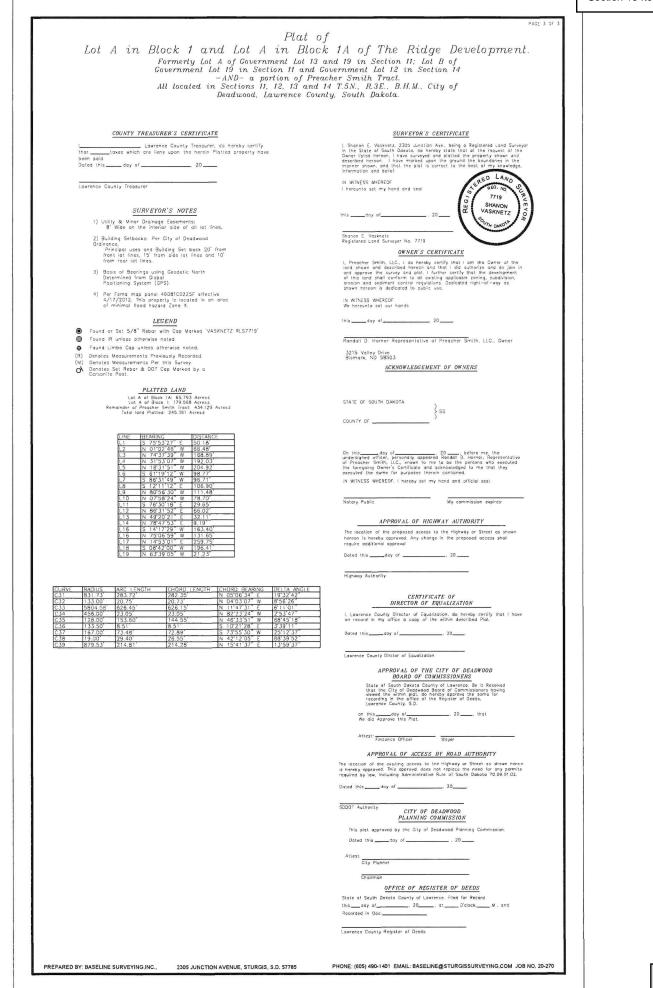
- 1. Approved by the Deadwood Planning and Zoning Commission on August 17, 2022.
- 2. Approval / Denial by Deadwood Board of Adjustment.





Section 10 Item d.







YOUR SINGLE SOURCE SERVICE PROVIDER

COUNCIL BLUFFS/OMAHA - DENVER - GIBBON - LINCOLN - SIOUX CITY - STURGIS

### City of Deadwood Preventative Maintenance Quarterly Pricing Schedule (Fall 2022)

Location	Тс	otal / QTR	W/F	ilters / QTR
Adams House & Gift Shop	\$	1,076.25	\$	1,098.75
Adams Museum	\$	1,181.25	\$	1,306.25
City Hall	\$	1,890.00	\$	2,233.75
City Library	\$	498.75	\$	611.25
Days of '76 Complex	\$	918.75	\$	931.25
Days of '76 Museum	\$	2,677.50	\$	2,895.00
Fire Hall	\$	892.50	\$	930.00
History & Information Center	\$	840.00	\$	861.25
HARRC	\$	2,047.50	\$	2,251.25
Mt. Moriah Visitor Center	\$	367.50	\$	375.00
Outlaw Square	\$	577.50	\$	597.50
Parks & Recreation Shop	\$	367.50	\$	655.00
Public Works Shop	\$	367.50	\$	380.00
Rec Center	\$	2,231.25	\$	2,518.75
South Gate Park / Pluma	\$	315.00	\$	327.50
Welcome Center	\$	1,837.50	\$	1,975.00
Trolley Barn	\$	157.50	\$	157.50
Ferguson Football Fieldhouse	\$	393.75	\$	393.75
TOTALS	\$	18,637.50	\$	20,498.75
		Tax Excluded		Tax Excluded

The scope of this Agreement includes HVAC Mechanical preventative maintenance coverage on all HVAC equipment for the Deadwood City facilities listed. Each visit includes heating and/or cooling preventative maintenance as seasonal conditions require. Rasmussen Mechanical will provide all filters, necessary cleaning agents, grease, and equipment needed to complete the comprehensive quarterly maintenance services. We will identify issues when doing our PM's so they can be addressed internally or scheduled to be repaired on a T&M or quoted basis.

**Printed Name** 

Signature

**Date Accepted** 

Purchase Order # (if applicable)





sales@rasmech.com rasmech.com





YOUR SINGLE SOURCE SERVICE PROVIDER

COUNCIL BLUFFS/OMAHA - DENVER - GIBBON - LINCOLN - SIOUX CITY - STURGIS

### City of Deadwood Preventative Maintenance Annual Pricing Schedule (2023-2024)

Location	Total Price / YR	Tot	al Price W/ Filters / YR
Adams House & Gift Shop	\$ 4,305.00	\$	4,395.00
Adams Museum	\$ 4,725.00	\$	5,225.00
City Hall	\$ 7,560.00	\$	8,935.00
City Library	\$ 1,995.00	\$	2,445.00
Days of '76 Complex	\$ 3,675.00	\$	3,725.00
Days of '76 Museum	\$ 10,710.00	\$	11,580.00
Fire Hall	\$ 3,570.00	\$	3,720.00
History & Information Center	\$ 3,360.00	\$	3,445.00
HARRC	\$ 8,190.00	\$	9,005.00
Mt. Moriah Visitor Center	\$ 1,470.00	\$	1,500.00
Outlaw Square	\$ 2,310.00	\$	2,390.00
Parks & Recreation Shop	\$ 1,470.00	\$	2,620.00
Public Works Shop	\$ 1,470.00	\$	1,520.00
Rec Center	\$ 8,925.00	\$	10,075.00
South Gate Park / Pluma	\$ 1,260.00	\$	1,310.00
Welcome Center	\$ 7,350.00	\$	7,900.00
Trolley Barn	\$ 630.00	\$	630.00
Ferguson Football Fieldhouse	\$ 1,575.00	\$	1,575.00
TOTALS	\$ 74,550.00	\$	81,995.00
	Tax Excluded		Tax Excluded

The scope of this Agreement includes HVAC Mechanical preventative maintenance coverage on all HVAC equipment for the Deadwood City facilities listed. Each visit includes heating and/or cooling preventative maintenance as seasonal conditions require. Rasmussen Mechanical will provide all filters, necessary cleaning agents, grease, and equipment needed to complete the comprehensive quarterly maintenance services. We will identify issues when doing our PM's so they can be addressed internally or scheduled to be repaired on a T&M or quoted basis.

**Printed Name** 

Signature

**Date Accepted** 

Purchase Order # (if applicable)





sales@rasmech.com rasmech.com



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OFFICE OF PUBLIC WORKS 108 Sherman Street Telephone (605) 578-2082 Fax (605) 578-2084



Kevin Kuchenbecker Interim Public Works Director Telephone (605) 578-2082 kevin@cityofdeadwood.com

## MEMORANDUM

Date:	September 1, 2022
To:	Deadwood City Commission
From:	Kevin Kuchenbecker, Interim Public Works Director
Re:	Permission to Re-key Days of '76 Museum and HARCC

For access to the Days of '76 Museum and the Homestake Adams Research and Cultural Center (HARCC) buildings, the current key system is not compatible with the majority of City Buildings. Because the system is not matched it requires public buildings staff but more importantly law enforcement and first responders to use 4-7 different keys to access different parts of the building. To reduce the numbers of keys required, staff would like these buildings be re-keyed using the ASSA key system. ASSA is the first choice for high security, robust and sophisticated key systems and is used in the majority of city buildings.

Staff is requesting permission to hire Gene's Lock Shop to re-key the Days of '76 Museum and Homestake Adams Research and Cultural Center with the ASSA key system in the amount of \$14,392.78 to be paid from the 2022 Public Buildings repair budget.

### RECOMMENDATION

Move to hire Gene's Lock Shop to re-key the Days of '76 Museum and Homestake Adams Research and Cultural Center with the ASSA key system in the amount of \$14,392.78 to be paid from the 2022 Public Buildings repair budget.

Section 10 Item h.

Viehauser Enterprises, LLC DBA Genes 3345 E Colorado Blvd. Spearfish, SD 57783

# Estimate

Date	Estimate #
8/12/22	14513

#### Name / Address

City of Deadwood 102 Sherman St Deadwood, SD 57732

			Project
Description	Qty	Cost	Total
Service Call Mileage to Deadwood 2 Trips for Days of 76 and HARC Entry Lever Storeroom Lever Classroom Lever Passage Lever Deadbolt High Security ASSA Cylinder for Exterior Doors Low Security Cylinder for ASSA Keys Interior Doors - Aftermarket ASSA Keys for '76 and HARC - Estimated 10 each Setup Blank Cylinders on Master Key System Hourly Labor to Install 84 Cylinders and 24 New Levers	1 20 12 10 1 1 3 5 79 20 84 40	80.00 3.00 124.98 124.98 124.98 99.98 59.98 149.98 16.00 20.00 110.00	80.00 60.00 1,499.76 1,249.80 124.98 99.98 179.94 749.90 3,948.42 320.00 1,680.00 4,400.00
		Total	\$14,392.78

Customer Signature



August 31, 2022

### Addendum No. 3 to:

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

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

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

### BACKGROUND:

For Sites 1, 2, and 3, FEMA is requesting substantial effort not included in the original scope of work in the above contract. The scope of work is defined below and the total effort for this scope is unknown and cannot be accurately estimated into a lump sum proposal at this time. As such, the below modifications would qualify as "Additional Services" per the original contract.

### **MODIFICATIONS to AGREEMENT:**

The following shall be added to very end of the ENGINEERING CHARGES Section:

The following scope of work shall be considered Additional Services and is being requested by FEMA:

- A Hydraulic and Hydrology (H&H) Report Study of Site 1, 2A, 2B, or 3B. This excludes a CLOMR or LOMR submittal as we should not be changing the floodplain. If we cannot show "no-rise", we will adjust location of proposed wall to show "no-rise."
- Supplemental Narrative requirements for any H&H Report.
- Attendance with regular meetings with FEMA personnel.
- Creation and revisions of cost estimates in the following categories: Restore to Pre-Disaster, Restore with Consensus Based Codes & Standards, 406/PA Mitigation, and Improvement/Not Eligible.

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

#### Sioux Falls

315 North Main Avenue, Suite 207 Sioux Falls, SD 57104 605-274-0880 Winner 202 South Main Winner, SD 57580 605-842-1144

August 31, 2022

- Provide studies and narratives discussing alternate design options considered and associated opinion of probable construction cost.
- Revise Construction Documents as required per FEMA direction that may have been previously accepted by City of Deadwood.

Additional Services related to FEMA's requests listed above are anticipated to exceed \$30,000. If Additional Services approach \$50,000, Albertson Engineering shall notify City of Deadwood and provide an update of additional scope remaining, if any, and associated fees for approval prior to continuing work.

### [end of contract modifications]

Albertson Engineering Inc.

Ma to

Mike Albertson, President

Approved by:

Signature

Name, Title

Date

### **ATTACHMENTS**

- 1. An Agreement Between Owner and Structural Engineer of Record for Professional Services (Whitewood Creek Restoration dated May 7, 2020)
- 2. Contract Addendum 01 dated October 6, 2020.
- 3. Contract Addendum 02 dated October 12, 2021.





### Albertson Engineering Inc.

3202 W. Main Street, Suite C Rapid City, SD 57702 An Agreement Between Owner and Structural Engineer of Record for Professional Services

May 7, 2020

Structural Engineer (SER):

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

Project Name: Project Location: SER Project #: City of Deadwood 108 Sherman Street Deadwood, SD 57785

Whitewood Creek Restoration Deadwood, SD 57732 2020-362

### PROJECT DESCRIPTION

As stated in the Proposal for Professional Design Services (Exhibit C) to City of Deadwood dated April 30, 2020. Entirety of project scope includes the services for five individual projects. Services for "Project 3" are limited to the Investigative Study only as defined in Exhibit C.

### SCOPE OF SERVICES

The project scope is outlined in the Proposal for Professional Design Services (Exhibit C). Exhibit C is attached for scope of work reference only and any terms or conditions noted shall be overridden by the terms and conditions noted in the contract text, Exhibit A and Exhibit B in locations where conflicts occur.

The Professional Design Services to be provided are described in the Summary of Services (Exhibit A), Terms and Conditions (Exhibit B) and Proposal for Professional Design Services (Exhibit C). This agreement does not include services for Project Peer Review, Special Inspections, or Fast Track Design and Construction.

### ENGINEERING CHARGES

Overall compensation for our services shall be a lump sum of three hundred two thousand three hundred sixty seven dollars and 10 cents (\$302,367.10) plus all applicable taxes and reimbursable expenses.

#### Albertson Engineering Inc.

Rapid City 3202 West Main, Suite C Rapid City, SD 57702 605-343-9606 Sioux Falls 315 North Main Avenue, Suite 200 Sioux Falls, SD 57104 605-274-0880

### **Winner** 202 South Main

202 South Main Winner, SD 57580 605-343-6906 Design fees will be broken up per project as the following:

Project 1 – Creek Restoration along Parking Lot between Powerhouse Park and City Hall

 A lump sum fee of one hundred twenty two thousand six hundred thirty four dollars and thirty cents (\$122,634.30) plus all applicable taxes and reimbursable expenses. Breakdown of phases is as follows:

a. Construction Documents	\$ 95,675.50
b. Bidding	\$ 6,791.00
c. Construction Administration	\$ 20,167.80
d. TOTAL	\$122,634.30

Project 2A - Creek Restoration directly upstream Powerhouse Park - North Bank

 A lump sum fee of thirty seven thousand five hundred seventy eight dollars and fifty cents (\$37,578.50) plus all applicable taxes and reimbursable expenses. Breakdown of phases is as follows:

a. Construction Documents	\$25,497.50
b. Bidding	\$ 2,928.50
c. Construction Administration	\$ 9,153.00
d. TOTAL	\$37,578.50

**Project 2B** – Creek Restoration directly upstream Powerhouse Park – South Bank

 A lump sum fee of seventy nine thousand one hundred seventy five dollars and thirty cents (\$79,175.30) plus all applicable taxes and reimbursable expenses. Breakdown of phases is as follows:

a. Construction Documents	\$55,198.00
b. Bidding	\$ 6,010.00
c. Construction Administration	\$17,967.30
d. TOTAL	\$79,175.30

<u>Project 3</u> – Creek Restoration by Comfort Inn & Suites (Investigative Study only)

- 1. A lump sum fee of eleven thousand fifty five dollars (\$11,055) plus all applicable taxes and reimbursable expenses. Breakdown of phases is as follows:
  - a. Investigative Study \$11,055



b. Construction Documents	Not Included
c. Bidding	Not Included
d. Construction Administration	Not Included
e. TOTAL	\$11,055

Project 4 – New Grizzly Structure near HWY 385 and HWY 85 Intersection

1. A lump sum fee of fifty one thousand nine hundred twenty four (\$51,924) plus all applicable taxes and reimbursable expenses. Breakdown of phases is as follows:

a. Construction Documents	\$37,725
b. Bidding	\$ 3,315
c. Construction Administration	\$10,884
d. TOTAL	\$51,924

Additional Services, if requested, shall be charged at the Structural Engineer of Record's (SER) then current standard hourly rates. The SER's current standard hourly rate schedule is:

Senior Principal	\$185/hr
Principal	\$165/hr
Senior Engineer	\$165/hr
Project Engineer	\$135/hr
Professional Engineer	\$125/hr
EIT	\$105/hr
BIM Technician II	\$105/hr
BIM Technician I	\$85/hr
Engineering Intern	\$70/hr
Clerical	\$50/hr

The engineering charges stated above shall be subject to renegotiation if the project becomes a Fast Track Project.

### REIMBURSABLE EXPENSES

1. Reimbursable expenses (e.g., mileage, postage, copying) as described in the Terms and Conditions shall be billed as a multiple of 1.0 times the cost incurred plus any applicable taxes. Subconsultant expenses shall be billed as a multiple of 1.1 times the cost incurred plus any applicable taxes.

### ADDITIONAL PROVISIONS

If Basic Services covered by this Agreement have not been completed within 18 months of the date hereof, through no fault of the Structural Engineer(SER), the amounts of compensation



set forth in this Agreement shall be equitably adjusted.

This Agreement, and Exhibits A, B, & C hereto, constitute the entire agreement between the parties. The SER will begin services upon receipt of a signed contract.

This agreement will expire if not signed within 1 month of the agreement date.

### AUTHORIZED ACCEPTANCE

by Structural Engineer of Record (SER)

Me to

Signature

Mike Albertson, President Print Name and Title

May 7, 2020 Date

by Owner

Signature

Print Name and Title

Date

6-1-20 DWOO



Section 10 Item i.

## An Agreement Between Owner

## and Structural Engineer of Record for

## **Professional Services©**

Albertson Engineering Inc.

Prepared by the Council of American Structural Engineers (CASE Document 2-1996)

### EXHIBIT A — Summary of Services

This is an exhibit attached to and made a part of the letter of agreement dated 5-7-2020 between the Structural Engineer of Record (SER), Albertson Engineering Inc., and City of Deadwood(Owner).

The services of the Structural Engineer of Record for this proposal include those summarized below. See Exhibit B - Terms and Conditions - for further details.

Basic Services	Included	Not Included	Remarks
PROJECT DEVELOPMENT PHASE  1. Define Scope of Structural Services	×		
2. Assist in Development of Schedule	×		
3. Assist in Determining Channels of Communication	x		
<ol> <li>Assist in Determining Responsibility for Dimensions</li> </ol>	x		1
5. Assist in Determining Drawing Standards and Specification Format	x		
6. Assist in Determining Number of Meetings and Number of Site Visits	x		
7. Negotiate Fees and Payment Schedule	x		
8. Execute Contract	x		
9. Provide Investigative Study of Peck's Gulch (Project 3 only)	×		
SCHEMATIC DESIGN PHASE		x	
1. Attend Meetings			

B	asic Services (continued)	Included	Not Included	Remarks
2.	Establish Structural Design Criteria		x	
3.	Prepare Studies of Alternative Structural Systems		x	
4.	Assist in Selection of Structural System		×	
5.	Provide Structural Criteria for Geotechnical Consultant		×	
6.	Assist in Determining Need for Special Studies		x	
DE	SIGN DEVELOPMENT PHASE		x	
Ι.	Attend Meetings			
2.	Prepare Preliminary Foundation Drawings		x	
3.	Prepare Preliminary Structural Design Calculations for Typical Elements		x	
4.	Prepare Preliminary Framing Layout Drawings		x	
5.	Prepare Typical Detail Sheets		x	
6.	Identify Pre-Engineered Structural Elements		x	
7.	Prepare or Edit Outline Specifications for Structural Items		x	
8.	Assist Preparing Preliminary Opinion of Cost of Construction		x	
9.	Review Results of Special Studies		x	
10	Coordinate Structural Design with Special Design Criteria		x	

Basic Services (continued)		Included	Not Included	Remarks
н.	Submit Design Development Documentation for Approval		x	
со 1.	Prepare Structural Design of Primary Structural Systems	x		
2.	Designate Elements to be designed by Specialty Engineers, and Specify Structural Criteria for Specialty Engineers Design of Pre-Engineered Structural Elements.		x	N/A for project
3.	Review Effect of Secondary or Non-Structural Elements Attached to Primary Structural System		x	
4.	Attend Meetings	x		Max. of 3 for Project 1. Max of 2 for Projects 2A 2B, 3, and 4
5.	Assist in Coordination with Building Code Officials	x		
6.	Complete Structural Calculations	x		
7.	Complete Structural, Civil, and Landscape Architectural Drawings. Complete Geotechnical Exploration.	×		
8.	Prepare or Edit Specifications for the Primary Structural System (on drawings). Prepare front end specification including Construction Contracts.	x		
9.	Assist in Establishing Testing and Inspection Requirements	x		
10.	Perform Checking and Coordination of the Structural Documents	x		
11.	Manage sub-consultants as described in Exhibit C.	×		
<b>co</b> 1.	DINSTRUCTION ADMINISTRATION PHASE Bidding and Award a. Assist Evaluating Bidder's Qualifications	×		
	b. Provide Addenda and Clarifications	x		

Ba	asic Services (continued)	Included	Not Included	Remarks
	c. Attend Pre-bid Meeting	×		
	d. Assist in Bid Evaluation	×		
2.	Pre-Construction Services	x		
	a. Attend Meetings			
	b. Assist in Establishing Communications Procedures	x		
	c. Assist in Establishing Procedures for Testing and Inspections	x		
	d. Assist in Confirming Submittal Procedures	x		
	e. Assist in Selection of Testing Agency	×		
	f. Advise Client and Contractor Which Structural Elements Require Construction Observation by SER	×		
	g. Respond to Building Department and Peer Reviewer Comments	×		
3.	Submittal Review			
	a. Review Specified Submittals for Items Designed by SER	×		
	b. Review Submittals for Pre-Engineered Structural Elements	^		
	c. Process submittals prepared by Albertson Engineering sub-consultants			
4.	Site Visits			
	a. Make Site Visits at Intervals Appropriate to the Stage of Construction	1.25		
	b. Prepare Site Visit Reports	×		
	c. Attend construction progress meetings (bi-weekly)			
5.	Materials Testing and Inspection			
	<ul> <li>Review Testing and Inspection Reports, and initiate appropriate action to those reports, if needed</li> </ul>	×		

## An Agreement Between Owner and Structural Engineer of Record for Professional Services©

Prepared by the Council of American Structural Engineers (CASE Document 2-1996)

### **EXHIBIT B - Terms and Conditions**

This is an exhibit attached to and made a part of the agreement dated 9-7-11 between the Structural Engineer of Record (SER), Albertson Engineering Inc., and City of Deadwood (Owner).

#### Section I - General

#### 1.1 This Agreement

- 1.1.1 These Terms and Conditions, along with the Agreement, and Exhibit A Summary of Services, form the Agreement as if they were part of one and the same document. Unless otherwise specified, this Agreement shall be governed by the laws of the principal place of business of the Structural Engineer of Record (SER).
- 1.1.2 The Agreement and Exhibit A may limit or negate the applicability of these Terms and Conditions. Such limitation shall take precedence over provisions of this Exhibit.
- 1.1.3 If a Prime Design Professional (as defined below) is also engaged by the Owner to participate in this project, then that Prime Design Professional shall be responsible for determining and interpreting the needs of the Owner, and for coordinating the work of the SER and other members of the design team.

### 1.2 General Obligations of the SER and the Owner

1.2.1 Albertson Engineering Inc., hereinafter referred to as the Structural Engineer of Record (SER), shall perform those professional structural engineering services as specified in Exhibit A and detailed in these Terms and Conditions. In rendering these services, the SER shall apply the skill and care ordinarily exercised by structural engineers at the time and place the services are rendered.



### Albertson Engineering Inc.

- 1.2.2 The Owner shall verify that the contemplated project will be financed adequately, including provisions for contingencies, to accomplish the stated and desired goals and commitments.
- 1.2.3 The Owner shall provide all criteria and full information with regard to his or her requirements for the Project and shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project. This shall include, but not be limited to, review and approval of design issues in the schematic design phase, design development phase, and contract documents phase. These approvals shall include an authorization to proceed to the next phase.
- 1.2.4 The SER shall recommend that the Owner obtain those geotechnical investigations, property surveys, reports and other data necessary for performance of the SER's services.
- 1.2.5 The SER shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project.
- 1.2.6 The SER shall submit, or coordinate with the Prime Design Professional to submit, to the Owner a timely schedule for the performance of the SER's services, to the degree possible consistent with the SER's requirements for skill and care as well as the Owner's desired goals and commitments.
- 1.2.7 The Owner shall provide to the SER reports of geotechnical investigations, property surveys, and other reports and data requested, as well as any previous reports or other data relative to the Project.
- 1.2.8 The Owner shall coordinate, or arrange for coordination through the Prime Design Professional, the services of the design team to minimize conflicts or misunderstandings.

### 1.3 Definitions

1.3.1 Prime Design Professional is the leader of the design team charged with the design of a new or remodeled facility, either an architect or an engineer. The Prime Design Professional is responsible for determining and interpreting the

A-3

needs of the Client and for coordinating the work of the other members of the design team.

- 1.3.2 Primary Structural System is the completed combination of elements, which serve to support the Building's self weight, the applicable live load (which is based upon the occupancy and use of the spaces), the environmental loads such as wind and thermal, plus the seismic loading. Curtain wall members, non-loadbearing walls or exterior facade are examples of items, which are not part of the Primary Structural System.
- 1.3.3 Pre-Engineered Structural Elements are structural elements, which are specified by the SER but may be designed by a Specialty Engineer. These elements are normally fabricated off-site, may require specialized equipment not usually available at the job site or could require a proprietary process. The SER shall specify the design criteria including the incorporation of the Pre-Engineered Structural Elements into the structure.

Examples of Pre-Engineered Structural Elements may include but are not limited to:

- a. Open web steel joists and joist girders.
- b. Wood trusses.

c. Combination wood and metal, and plywood joists.

- d. Precast concrete elements.
- e. Prefabricated wood or metal buildings.

f. Tilt-up concrete panel reinforcement and hardware required for lifting to position.

- 1.3.4 Specialty Engineer is an engineer who is legally responsible for sealing plans and designs for Pre-Engineered Structural Elements, which become part of the building. The Specialty Engineer is usually retained by a supplier or subcontractor who is responsible for the design, fabrication and (sometimes) installation of engineered elements.
- 1.3.5 Secondary Structural Elements are elements that are structurally significant for the function they serve but do not contribute to the strength or stability of the primary structure. Examples may include but not be limited to: support beams above the primary roof structure which carry a chiller, elevator support rails and beams, retaining walls independent of the primary building, and flagpole or light pole foundations.
- 1.3.6 Non-Structural Elements are elements of a structure that are not primary or secondary structural elements. Items in this category could be exterior curtain walls and cladding, non-bearing partitions, stair railings, etc.
- 1.3.7 Reimbursable Expenses are expenses incurred directly or indirectly in connection with the project

such as, but not limited to, transportation, meals and lodging for travel, long distance telephone calls and facsimile transmissions, overnight deliveries, courier services, professional services sales taxes, and the cost of reproductions beyond those normally required for coordination and information purposes.

1.3.8 Fast Track Projects are projects in which any portion of the contract drawings are released for pricing/ bid/fabrication, or are submitted for building permit prior to such issuance of full design team documents.

### Section 2 - Basic Services

#### 2.1 General

- 2.1.1 The Basic Services of the SER shall include the analysis of, design of, preparation of drawings and specifications for; review of structural submittals related to; and construction observation of the Primary Structural System, as designated in Exhibit A.
- 2.1.2 Provide Structural criteria for Pre-Engineered Structural Elements, if required by Exhibit A. This includes the type of element, position within the structure, connection to the Primary Structural System, the loading and deflection criteria, and the required shop drawing and calculation submittal requirements
- 2.1.3 Review the effect of Secondary and Non-Structural elements on the Primary Structural System and design the Primary Structural System to accept and support such items. The contract documents shall provide information regarding the supporting capability and physical attachment limitations of the Primary Structural System. Where Exhibit A-Summary of Services includes secondary and nonstructural elements to be reviewed by the SER, the SER shall be entitled to rely on the accuracy and completeness of information furnished by the Owner and Prime Design Professional.
- 2.1.4 Submittal Review:

Review specified Submittals pertaining to items designed by the SER. Determine whether Submittals have received prior approvals as required by the Contract Documents. Review of Submittals shall be for general conformance with the information given and design concept expressed in the Structural Contract Documents.

Review submittals pertaining to Pre-Engineered Structural Elements specified by the SER and designed by Specialty Engineers. Determine whether Submittals have received prior approvals as required by the Contract Documents. Determine whether Submittals bear the signature and professional seal of the Specialty Engineer responsible for the design as required by the Contract Documents. Review of Pre-Engineered Structural Elements shall be for type, position, and connection to other elements within the Primary Structural System, and for criteria and loads used for their design. Review shall include determination that structural elements necessary for a stable structure will be provided.

2.1.5 Construction Observation:

Make site visits at intervals appropriate to the stage of construction and as defined by the Contract to observe and become generally familiar with the quality and the progress of the construction work relative to the Primary Structural System.

Prepare construction observation reports.

#### Section 3 - Additional Services

### 3.1 General

- 3.1.1 Services beyond those outlined under Basic Services may be requested. These services may be provided by the SER under terms mutually agreed upon by the Client and the SER.
- 3.1.2 Special Services are services that may or may not be foreseen at the beginning of design stages, and are not normally included as Basic Services. Examples include, but are not limited to:
  - Services related to Non-Structural Elements and their attachments, such as:
    - a. Exterior cladding systems.
    - b. Interior architectural systems.
    - c. Window washing systems and tie downs.
    - d. Antennas and flagpoles.

e. Mechanical, electrical and plumbing equipment, storage tanks, cooling towers and underground vaults.

f. Mechanisms and guide systems for elevators, escalators, other conveyor systems and associated operating equipment.

g. Ladders, handrails, railings, grills, screens and signs.

- Services related to Secondary Structural Elements and their attachments, such as:
  - a. Site-work elements not part of the Building Structural System, such as retaining walls, culverts, bridges, etc; as well as support for landscape furnishing such as flagpoles, lighting poles, benches, fountains, pools, signs, etc.
  - b. Stairs.
- Tenant-related design services.

 Services related to special dynamic analyses such as spectrum or time-history response to seismic forces, or floor-response analysis for footfall or vibratory equipment.

- Services related to special wind analyses, such as wind-tunnel tests, etc.
- 6) Services related to "seismic risk" analysis.
- 7) Preparation of demolition documents.
- Field Investigation of existing buildings and structures including surveys of existing construction.
- Studies of various schemes to accommodate special energy requirements.
- Services connected with the preparation of documents for alternate bids or for segregated contracts for phased or fast track construction.
- 11) Continuous and/or detailed inspections of construction.
- Design or field observations of shoring and bracing for excavations and buildings, or underpinning of adjacent structures.
- 13) Design or review related to contractor's construction related equipment, e.g., cranes, hoists, etc.
- Design of swimming pools.
- 15) Design for future expansion.
- 16) Filing application for and obtaining a building permit.
- 17) Preparation of "as-built" or record set of drawings.
- Preparation of shop or fabrication drawings, for example, tilt-up wall panel drawings, reinforcing and structural steel detailing, etc.
- Review and determination of structural fire resistance requirements.
- 20) Providing construction observations in excess of those required determining if construction is in general conformance with the structural portions of the construction documents.
- 3.1.3 Extra Services These are services that arise as a result of unforeseen circumstances during the design or construction process.

Examples include, but are not limited to:

- Services resulting from changes in scope or magnitude of the project as described and agreed to under the Basic Services Agreement.
- Services resulting from changes necessary because of a construction cost over-run, which is outside the control of the SER.
- 3) Services resulting from revisions, which are

inconsistent with approvals or instructions previously given by the Client.

- Services resulting from revisions due to the enactment or revision of codes, laws, or regulations subsequent to the start of preparation of construction documents.
- 5) Services resulting from Change Orders.
- Services resulting from corrections or revisions required because of errors or omissions in construction by the building contractor or in design by consultants other than the SER.
- 7) Services resulting from construction procedures over which the SER has no control.
- Services due to extended design or construction time schedules.
- Services, including assisting in preparation for litigation or arbitration as witnesses or consultants, in connection with any public hearing, arbitration, or legal proceedings with respect to the project.
- 10) Services resulting from damage, as the result of fires, man made disasters, or acts of God.
- 11) Review and design of alternate or substitute systems.
- Review of additional shop drawing submittals when occasioned by improper or incomplete submittals.
- 13) Attendance at construction progress meetings.
- 14) Overtime work required by the Contractor.
- 15) Services rendered for special foundations when the discovery of poor soil conditions is made after execution of this Agreement. Examples include, but are not limited to: deep foundations, mat footings, structural grade slabs, and grade beams.

#### Section 4 - Fees and Payments

#### 4.1 Fees and Other Compensation

4.1.1 Fees for Basic Services, Additional Services and Compensation for Reimbursable Expenses are set forth in the Letter Agreement.

#### 4.2 Payments on Account

- 4.2.1 Invoices for the SER's services shall be submitted, at the SER's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered PAST DUE if not paid within 30 days after the invoice date.
- 4.2.2 Retainers, if applicable to this Project, shall be credited to the final invoice(s).

4.2.3 Any inquiry or questions concerning the substance or content of an invoice shall be made to the SER in writing within 10 days of receipt of the invoice. A failure to notify the SER within this period shall constitute acknowledgement that the service has been provided.

### 4.3 Late Payments

- 4.3.1 A service charge will be charged at the rate of 1.5% (18% true annual rate) per month or the maximum allowable by law on the then outstanding balance of PAST DUE accounts. In the event any portion of an account remains unpaid 90 days after billing, the Owner shall pay all costs of collection, including reasonable attorney's fees.
- 4.3.2 In the event that any portion of an account remains unpaid 30 days after billing, the SER may, without waiving any claim or right against the Owner, and without liability whatsoever to the Owner, suspend or terminate the performance of all services.

# Section 5 - Insurance, Indemnifications & Risk Allocation

#### 5.1 Insurance

5.1.1 The SER shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance and automobile liability insurance to protect the SER from claims for negligence, bodily, injury, death, or property damage which may arise out of the performance of the SER's services under this Agreement, and from claims under the Workers' Compensation Acts. The SER shall, if requested in writing, issue certificate confirming such insurance to the Owner.

#### 5.2 Indemnifications

- 5.2.1 The Owner shall indemnify and hold harmless the SER and all of its personnel, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense are caused in whole or in part by the negligent act or omission and/or strict liability of the Owner, anyone directly or indirectly employed by the Owner (except the SER) or anyone for whose acts any of them may be liable.
- 5.2.2 The SER shall indemnify and hold harmless the Owner and its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) to the extent they are caused by the negligent act, error, or omission by the SER in performance of its services under this Agreement, subject to the provisions in the paragraph below on Risk Allocation.
- 5.2.3 The Owner shall indemnify and hold harmless the SER and all of its personnel, from and against any

and all claims, damages, losses and expenses (including reasonable attorney's fees) arising from the presence, discharge, release or escape of asbestos, hazardous waste, or other contaminants at the site.

#### Section 6 - Miscellaneous Provisions

#### 6.1 Reuse of Documents

6.1.1 All documents including calculations, computer files, drawings, and specifications prepared by the SER pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this project. They are and shall remain the property of the SER. Any reuse without written approval or adaptation by the SER is prohibited.

#### 6.2 Opinion of Probable Construction Costs

6.2.1 The SER's opinion of probable construction costs, if rendered as a service under this Agreement, Is based on assumed labor costs and approximates quantities of material and equipment, and therefore is of a conditional character. The SER cannot guarantee the cost of work to be performed by others since market or bidding conditions can changes at any time and changes in the scope or quality of the Project may affect estimates.

#### 6.3 Hidden Conditions

631 A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the SER shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.

#### 6.4 Termination, Successors and Assigns

- 6.4.1 This agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Owner shall pay the Engineer for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.
- 6.4.2 The Owner and the SER each binds himself or herself, partners, successors, executors, administrators, assigns and legal representative to the other party of this Agreement and to the

partners, successors, executors, administrators, assigns, and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.

- Neither the Owner nor the SER shall assign, sublet 6.4.3 or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the SER from employing such independent consultants, associates and subcontractors, as he or she may deem appropriate to assist in the performance of services hereunder.
- 6.4.4 The SER and Owner agree that the services performed by the SER pursuant to this Agreement are solely for the benefit of the Owner and are not intended by either the SER or the Owner to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the Owner and/or any of its Subcontractors and other Design Professionals, is benefited by the services performed by the SER pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this contract.

#### 6.5 Disputes Resolution

6.5.1 All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be presented to non-binding mediation, subject to the parties agreeing to a mediator(s).



October 6, 2020

### Addendum No. 1 to:

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

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

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

#### MODIFICATIONS:

ENGINEERING CHARGES first paragraph shall be changed to the following:

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

Project 3 Subsection shall be changed to the following:

Project 3 - Creek Restoration by Comfort Inn & Suites

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

[end of contract modifications]

Albertson Engineering Inc. Albertson Engineering Inc. Rapid City 3202 West Main, Suite C

3202 West Main, Suite C Rapid City, SD 57702 605-343-9606

#### Sioux Falls

315 North Main Avenue, Suite 207 Sioux Falls, SD 57104 605-274-0880 Winner 202 South Main Winner, SD 57580 605-842-1144

Page 2 of 2 October 6, 2020

Λ

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

Sincerely,

Albertson Engineering Inc.

Me to

Mike Albertson, President

Approved by: Signature Name, Title Date ATTACHMENTS 1. An Agreement Between Owner and Structural Engineer of Record Professional Services (Whitewood Creek Restoration dated May 7, 2020) 2. Proposal for Professional Design Services for Whitewood Creek Restoration -Site 3 (September 17, 2020)



Albertson Engineering Inc.



October 12, 2021

## Addendum No. 2 to:

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

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

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

#### **BACKGROUND:**

At Site 4, 75% construction documents had recently been completed at the original site location chosen by City of Deadwood. As design progressed, it became evident that a more ideal site for the debris collection structure is downstream the originally selected location. As such, new geotechnical and survey services are now required at the new site. In addition, changing sites causes additional civil and structural work to complete the construction documents at the new location.

### **MODIFICATIONS to AGREEMENT:**

ENGINEERING CHARGES first paragraph shall be changed to the following:

Overall compensation for our services shall be a lump sum of four hundred thirty one thousand two hundred sixty seven and 10 cents (\$431,267.10) plus all applicable taxes and reimbursable expenses.

Project 4 Subsection shall be changed to the following:

Project 4 - New Grizzly Structure near HWY 385 and HWY 85 Intersection

a) Construction Documents \$57,725

[end of contract modifications]

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

2

Sioux Falls 315 North Main Avenue, Suite 207 Sioux Falls, SD 57104

Winner 202 South Main Winner, SD 57580

Page 2 of 2 October 12, 2021

Please note that this Addendum adds a net fee increase to the project of \$20,000, all within the Construction Documents phase of Project 4. Sincerely,

Albertson Engineering Inc.

Me too

Mike Albertson, President

Approved by: Signature

6 Name, Title



### **ATTACHMENTS**

- 1. An Agreement Between Owner and Structural Engineer of Record for Professional Services (Whitewood Creek Restoration dated May 7, 2020)
- 2. Contract Addendum 01 dated October 6, 2020.



Albertson Engineering Inc.





Date:	8/31/2022
Client:	Mr. Kevin Kuchenbecker, Interim Public Works Director City of Deadwood 108 Sherman Street Deadwood, SD 57732
Engineer:	Mr. Michael Towey, PE Towey Design Group, Inc. 475 Villa Drive, Suite #3 Box Elder, SD 57719
RE:	City of Deadwood – Water Demands Modeling and Preliminary Planning Project

Dear Kevin,

Thank you for the opportunity to provide our proposal to you for preliminary design services needed for the proposed City of Deadwood – Water Demands Modeling and Preliminary Planning Project. Based on our discussion of the project with your team, we have prepared the following proposal for your review and consideration.

### **Project Understanding**

Our understanding of the project is as follows.

- The City of Deadwood is in the early stages of seeing some major growth. Several new subdivisions have been brought forward to city staff and the City is concerned that they may not have enough storage with the future increased demands.
- Several new subdivisions have requested connection to city water and several existing subdivisions have expressed interest in connecting to city water.
- The City currently has 6 reservoirs throughout the area with an estimated operating storage capacity of 2.386 million gallons. The elevation difference between the 6 reservoirs is ~ 346 feet suggesting the system spans 2 or 3 different pressure zones.

TDG has prepared this design services proposal in conjunction with the project documents. Our scope of work and breakdown of fees is summarized as follows.

### Task 1 – Preliminary Modeling Task –

This task consists of all services necessary to take the project from beginning through the Modeling Phase.

- TDG will collect and review background information and existing project as-built site data as available and provided by the City.
- TDG will convert all available GIS data to AutoCAD files in order to develop a useable model.
- TDG will visit the project site to gather pertinent "as installed" field data and site photos. We will more than likely want to visit any PRV's, booster pump stations, etc. in order to better understand the entire system.
- TDG will prepare and develop a functional EPANET model of the city water system based on information taken from the GIS data, walkthroughs with City staff, and other regional

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information. We should be able to calibrate the model to existing or new fire hydrant test results.

- TDG will analyze the existing system with the proposed future improvements.
- TDG will prepare a Technical Memorandum to the City for initial review. The memorandum will include:
  - A comparison of the existing conditions model to several developed models such as a comparison of the existing model today versus Boot Hill Subdivision at time of completion. This will be completed with all of the proposed subdivisions.
  - Additionally, a second comparison will be completed that adds the existing subdivisions that have previously discussed possibly connecting of connecting to City water.

### **Schedule**

TDG is prepared to start this project as soon as possible. We would anticipate start to finish; this project will take approximately 6 - 8 weeks following authorization from your team. Assuming an NTP by September 8<sup>th</sup>, we have prepared the following theoretical schedule:

- NTP 9.8.22
- Kick-off meeting with City staff week of 9.12.22
- Review and gather data week of 9.19.22
- Acquire and convert data week of 9.19.22
- Modeling complete week of 10.10.022
- Draft memorandum due week of 10.17.22
- Final memorandum due week of 10.24.2022

### **Deliverables**

The following is a list of anticipated deliverables needed during the design portion of the project.

- Electronic PDF copies of all design submittals will be provided to City for review.
- A functional EPANET model of the existing system, if requested.

### **Data Provided by City Staff**

The following is a partial list of items to be requested by TDG staff in order to complete this task.

- GIS data of water system
- Data and or pumping records of all wells
- As-built drawings or O&M manuals of all booster pumps, PRVs, etc.
- Planning documentation for proposed subdivisions (or best available information)
- Any additional information determined during study as available.

### **Progress Payments**

Monthly progress payments shall be processed by City upon receipt of the claim as computed by the TDG based on work completed during the month per the hourly rates and allowable reimbursables as established in this proposal and approved by City. TDG traditionally invoices our clients on the last Saturday of each month.

Water Demands Modeling and Preliminary Planning Project City of Deadwood Page | **2** of **3** 



### **Design Fees**

TDG proposes to complete this project on an hourly not-to-exceed basis. We have estimated our total fee for this project to be Twenty-Three Thousand Eight Hundred Seventy-Three Dollars and no cents (\$23,873.00). Insurance and W-9 documents can be provided as requested.

### Fee Breakout

The following table identifies our fee breakout for each task.

Task	Design	REIM / Mile	Sales Tax	Subtotal
Design Services	\$23,604.00	\$269.00	\$0.00	\$23,873.00
Totals	\$23,604.00	\$269.00	\$0.00	\$23,873.00

### **Acceptance of this Proposal**

TDG requests written acceptance of this proposal as listed in the Design Fees section, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an NTP or sub-consultant contract for any of the Services described above, or 2) written or electronic notification for TDG to proceed with any of the Services described in this proposal.

If these arrangements are acceptable, please sign below and return one copy to me, electronically. We are enthused about this project and look forward to working with you and your team members to effectively meet the needs of your development.

Sincerely

Michael Towey, PE Towey Design Group, Inc.

ACCEPTED BY:

Signature

Name

Exhibit A – TDG Standard Terms & Conditions Exhibit B – TDG Hourly Rates

Title

Date

Water Demands Modeling and Preliminary Planning Project City of Deadwood Page | **3** of **3** 



#### **EXHIBIT A – STANDARD TERMS & CONDITIONS**

The Agreement is supplemented to include the following terms and conditions:

#### 1. Standard of Care

a. The standard of care for all professional services performed or furnished by TDG under this Agreement will be the care and skill ordinarily used by members of TDG's profession practicing under similar circumstances at the same time and in the same locality. TDG makes no warranties, express or implied, under this Agreement or otherwise, in connection with TDG's services.

b. CLIENT shall be responsible for, and TDG may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to TDG pursuant to this Agreement. TDG may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

#### 2. Independent Contractor

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and TDG and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or TDG. TDG's services under this Agreement are being performed solely for CLIENT's benefit, and no other entity shall have any claim against TDG because of this Agreement or the performance or nonperformance of services hereunder.

#### 3. Payments to TDG

Invoices will be prepared in accordance with TDG's standard invoicing practices and will be submitted to CLIENT by TDG monthly, unless otherwise agreed. Invoices are due and payable within 60 days of receipt. If CLIENT fails to make any payment due TDG for services and expenses within 90 days after receipt of TDG's invoice therefore, the amounts due TDG will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said **ninetieth** day. In addition, TDG may, after giving seven days written notice to CLIENT, suspend services under this Agreement until TDG has been paid in full all amounts due for services, expenses, and other related charges.

#### 4. Insurance

TDG will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to CLIENT upon request.

#### 5. Indemnification and Allocation of Risk

a. To the fullest extent permitted by law, TDG shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of TDG or TDG's officers, directors, partners, employees, and consultants in the performance of TDG's services under this Agreement.

b. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless TDG, TDG's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable

fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, and consultants with respect to this Agreement.

In addition to the indemnity provided under paragraph 5.b. of this Exhibit, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless TDG and TDG's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph 5.c. shall obligate CLIENT to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.

d. To the fullest extent permitted by law, TDG's total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of TDG and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that TDG's negligence bears to the total negligence of CLIENT, TDG, and all other negligent entities and individuals.

e. The indemnification provision of Paragraph 5.a. is subject to and limited by the provisions agreed to by CLIENT and TDG in Paragraph 7, "Limit of Liability," of this Agreement.

#### 6. Exclusion of Special, Incidental, Indirect, and Consequential Damages

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, TDG and TDG's officers, directors, partners, employees, agents, and Consultants, or any of them, shall not be liable to CLIENT or anyone claiming by, through, or under CLIENT for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to a Specific Project, Task Order, or this Agreement, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranties, express or implied, of TDG or TDG's officers, directors, partners, employees, agents, or TDG's Consultants, or any of them.

#### 7. Limit of Liability

To the fullest extent permitted by law, notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of TDG and TDG's officers, directors, partners, employees, agents, and TDG's Consultants, and any of them, to CLIENT and anyone claiming by, through, or under CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of TDG or TDG's officers, directors, partners, employees, agents, or TDG's Consultants, or any of them, shall not exceed the maximum amount under TDG's insurance.

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#### 8. Termination of Contract

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, CLIENT shall pay to TDG all amounts owing to TDG under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

#### 9. Access

CLIENT shall arrange for safe access to and make all provisions for TDG and TDG's Consultants to enter upon public and private property as required for TDG to perform services under this Agreement.

#### **10. Hazardous Environmental Conditions**

It is acknowledged by both parties that TDG's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event TDG or any other party encounters a Hazardous Environmental Condition, TDG may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until CLIENT: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. CLIENT acknowledges that TDG is performing professional services for CLIENT and that TDG is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with TDG's activities under this Agreement.

#### 11. Patents

TDG shall not conduct patent searches in connection with its services under this Agreement and assumes no responsibility for any patent or copyright infringement arising therefrom. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, or sold arising out of the services performed under this Agreement will be free from infringement of patents or copyrights.

#### 12. Client Ownership and Reuse of Documents

All documents prepared or furnished by TDG pursuant to this Agreement are instruments of service, and TDG shall retain an ownership and property interest therein. Reuse of any such documents by CLIENT shall be at CLIENT's sole risk; and CLIENT agrees to indemnify, and hold TDG harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by CLIENT or by others acting through CLIENT.

#### 13. Use of Electronic Media

a. Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by TDG. Files in electronic media format of text, data, graphics, or of other types that are furnished by TDG to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

b. When transferring documents in electronic media format, TDG makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by TDG at the beginning of this Assignment.

c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. TDG shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

#### 14. Force Majeure

TDG shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond TDG's reasonable control.

#### 15. Assignment

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

#### 16. Binding Effect

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

#### 17. Severability and Waiver of Provisions

Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and TDG, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

#### 18. Survival

All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

#### 19. Headings

The headings used in this Agreement are for general reference only and do not have special significance.

#### 20. Controlling Law

This Agreement is to be governed by the law of the State of South Dakota.

#### 21. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.



### EXHIBIT B

### 2022 Hourly Rate Schedule

### STAFF

STAT	
Principal	\$123.00
Professional Engineer II	\$112.00
Professional Engineer I	\$98.00
Construction Observer	\$90.00
Engineer In Training III	\$88.00
Engineer In Training II	\$78.00
Engineer In Training I	\$68.00
Engineering Technician III	\$86.00
Engineering Technician II	\$80.00
Engineering Technician I	\$70.00
Engineering Intern III	\$88.00
Engineering Intern II	\$78.00
Engineering Intern I	\$68.00
Administrative	\$62.00

## REIMBURSABLES

KEINIDONO/(DEED	
Mileage	\$0.58
Prints/Copies	cost
Travel/Lodging	cost



SOW for City of Deadwood

Prepared for: City of Deadwood

March 6, 2022

Prepared By:

Tim Brumbaugh Solutions Architect Office: (605) 721-1091 Email: <u>timbrumbuahg@Goldenwest.com</u>

# **Project Objectives and Scope**

Replace existing infrastructure at the Fire station and provide hardware to link Fire station to City Hall thus allowing for better management of the PC's and network at the Fire station provide internet access and ability to extend the phone system to the Fire station.

# **Customer Expectation**

To provide a reliable connection between the City hall and the Fire station to allow for connectivity and management of pc's at the Firestation.

# **Proposed Solution**

**High Level Overview** 

### \*\* Items not necessarily performed in the following order \*\*\*

- GWT Technician unpack hardware and upgrade to latest servicing software.
- GWT Technician preplan the IP addressing scheme at the Fire station and program the new hardware for that subnet, and the WAN link
- Go on site and install new hardware.
- Test WAN link and routing making sure that connectivity and routing is working.

 Make sure all network devices are changed to be on the new subnet and are accessible from City Hall.

## **Technical Deployment Plan Overview**

#### \*\* Items not necessarily performed in the following order, GWT Technician to determine the order of steps, this merely used as a checklist \*\*\* Tecting / Decumentation / Training:

Testing / Documentation/ Training:

- GWT to configure the routing at City Hall
- GWT to install new switch and UPS at Fire station.
- GWT to configure the routing on the Fire station L3 switch
- Complete test of networking network connectivity and other testing performed based on GWT Standards and best practices.
- GWT Technician to work with NOC to ensure all changes made to network system are documented
- Technician to contact NOC to ensure all new network devices are connected and configured to communicate with GWT RMM tools.
- Technician(s) to ensure customer information in IT glue is updated to reflect new hardware, software, configurations and any other information deemed necessary by GWT standards and technician discretion.
- Technician to train customer IT contact and anyone the technician deems necessary or per customer request.

# Risk

- Minimal, Fire station is not currently connected.
- Minimal, Possible routing issues when circuit first brought online at City Hall.

# General Customer Responsibilities and Project Assumptions

## **Customer Responsibilities**

- Customer responsible for any costs associated from LOB software moves (vendor license and labor costs)
- Customers ability to provide accurate and complete information, as needed.
- Timely decisions and approvals by "Customer Management Team".
- Involvement in all aspects of the project.
- Completion of site readiness activities (if applicable).
- Access to any location requiring technology deployment.
- Software product keys and/or activation keys not provided by GWT.
- All user names and software required (if applicable).
- Any impact to timeline from delay on customer side will be billable.

 Customer responsible for disposal or re-purposing of any replaced or unused equipment unless otherwise negotiated with Golden West Technologies.

# Training, Support and Knowledge Transfer

Description of training or support if applicable

Support: Golden West Hourly

# **Project Completion**

The Project will be considered complete when any of the following condition(s) are met:

Tasks list in "High Level Overview" and/or "Deployment Plan Overview" sections have been completed.

# **Change Management Process**

During the project, either party may request, in writing, additions, deletions, or modifications to the services described in the Scope of Work ("change request")



2727 N Plaza Dr. Rapid City, SD 57702

Phone 605-348-6529 Fax 605-342-1160

\$1,728.11

	Quote
No.:	68578
Date:	9/2/2022

\$1,728.11

	Prepared for:			
	Jessicca McKeown (605) 578-2600	Account No	.: 92	
	Deadwood City Of-Finance	Phone: (60	Phone: (605) 578-2600	
	102 Sherman Street	Fax: (605)	578-2084	
	Deadwood, SD 57732 USA	Job: Firesta	tion Wireless Upgrade	
Qty	Description	UOM	Sell	Total
1	Ruckus ICX 7150-C12P - Switch - L3 - managed - 12 x 10/100/1000 (PoE+) + 2 x 10/100/1000 (uplink) + 2 x 1 Gigabit / 10 Gigabit SFP+ - 3yr. Remote Sup	EA	\$1,986.80	\$1,986.80
1	APC Smart-UPS 750VA LCD - UPS - AC 120 V - 500 Watt - 750 VA - Ethernet, RS-232, USB - output connectors: 6 - black - with APC SmartConnect	EA	\$550.42	\$550.42

EA

1 Project Installation & Configuration

	,	Your Price:	\$4,265.33
		Total:	\$4,265.33
Prices are valid	for 30 days from quote date.		
Prepared by:	Chris Bernard, chrisbernard@goldenwest.com	<b>Date:</b> 9/2/2	2022
Accepted by:		_ Date:	
Disclaimer			
•	cified, all labor is charged on a time and materials basis. Any additional service charge or travel will apply s assume that there is an available cable pathway; if not, additional charges may apply.	<i>.</i>	
	or shipping charges may be added to the invoice.		
	payment may be required for sales of \$10,000 or more, with the balance due 15 days from the invoice d	ate.	
Large, long-term proj	ects are subject to progress billing.		

aquote.rpt

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2727 N Plaza Dr. Rapid City, SD 57702

Phone 605-348-6529 Fax 605-342-1160

-	Quote
No.:	68576
Date:	9/2/2022

	Prepared for:			
J	Jessicca McKeown (605) 578-2600	Account No.: 92		
[	Deadwood City Of-Finance	Phone: (605) 578-2600		
1	102 Sherman Street	Fax: (605) 578-2084		
[	Deadwood, SD 57732 USA	Job: Libr	ary Wireless Upgrade	
Qty	Description	UOM	Sell	Total
1	Ruckus ICX 7150-C12P - Switch - L3 - managed - 12 x 10/100/1000 (PoE+) + 2 x 10/100/1000 (uplink) + 2 x 1 Gigabit / 10 Gigabit SFP+ - 3yr. Remote Sup	EA	\$1,986.80	\$1,986.80
2	Ruckus R350 Unleashed - 2x2:2 Wi-Fi 6 Access Point	EA	\$496.43	\$992.86
1	APC Smart-UPS 750VA LCD - UPS - AC 120 V - 500 Watt - 750 VA - Ethernet, RS-232, USB - output connectors: 6 - black - with APC SmartConnect	EA	\$550.42	\$550.42
1	SonicWall TZ470 Secure Upgrade Plus - Essential Edition - 3yr	EA	\$2,688.40	\$2,688.40
1	Project Installation & Configuration	EA	\$3,186.00	\$3,186.00

	Yo	ur Price:	\$9,404.48
		Total:	\$9,404.48
Prices are valid	for 30 days from quote date.		
Prepared by:	Chris Bernard, chrisbernard@goldenwest.com	Date: 9/2/2022	
Accepted by:		Date:	
Disclaimer			
•	cified, all labor is charged on a time and materials basis. Any additional service charge or travel will apply.		
	s assume that there is an available cable pathway; if not, additional charges may apply.		
••	or shipping charges may be added to the invoice. payment may be required for sales of \$10,000 or more, with the balance due 15 days from the invoice dat	е.	

Large, long-term projects are subject to progress billing.

P



SOW for City of Deadwood

Prepared for: City of Deadwood Library

March 6, 2022

Prepared By:

Tim Brumbaugh Solutions Architect Office: (605) 721-1091 Email: <u>timbrumbuahg@Goldenwest.com</u>

# **Project Objectives and Scope**

Replace existing infrastructure at the Library and provide hardware to link the Library to City Hall thus allowing for better management of the PC's and network at the Library provide internet access for the Staff through the City and separate the guest traffic. Possible to extend the phone system to the Library. New wireless for guest and staff separated via vlan's and a separate internet at the library for the guest traffic.

# **Customer Expectation**

To provide a reliable connection between the City hall and the Library to allow for connectivity and management of pc's at the Library. Fully managed switches, wireless and pc's added to the City AD.

# **Proposed Solution**

**High Level Overview** 

\*\* Items not necessarily performed in the following order \*\*\*

- GWT Technician unpack hardware and upgrade to latest servicing software.
- GWT Technician preplan the IP addressing scheme at the Library and program the new hardware for that subnet, and the WAN link.
- Go on site and install new hardware.

- Test WAN link and routing making sure that connectivity and routing is working.
- Setup wireless to be managed by the GW cloud controller, separate SSID's for the Staff and Guest.
- Setup the firewall to be managed by GW
- Make sure all network devices are changed to be on the new subnet and are accessible from City Hall.
- Make sure new wireless functions and is accessible for the guest and staff.

## **Technical Deployment Plan Overview**

\*\* Items not necessarily performed in the following order, GWT Technician to determine the order of steps, this merely used as a checklist \*\*\* Testing / Documentation/ Training:

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- GWT to configure the routing at City Hall
- GWT to install new switch and UPS at the Library.
- GWT to finish the routing configuration on the Library L3 switch
- Complete test of networking network connectivity and other testing performed based on GWT Standards and best practices.
- Install the new wireless and make sure it connects to the cloud controller.
- Test the new SSID's for Staff and Guest access making sure that the security is setup correctly not allowing guest access onto the staff/city network.
- GWT Technician to work with NOC to ensure all changes made to network system are documented
- Technician to contact NOC to ensure all new network devices are connected and configured to communicate with GWT RMM tools.
- Technician(s) to ensure customer information in IT glue is updated to reflect new hardware, software, configurations and any other information deemed necessary by GWT standards and technician discretion.
- Technician to train customer IT contact and anyone the technician deems necessary or per customer request.

# Risk

- Minimal, Fire station is not currently connected.
- Minimal, Possible routing issues when circuit first brought online at City Hall.

# General Customer Responsibilities and Project Assumptions

**Customer Responsibilities** 

- Customer responsible for any costs associated from LOB software moves (vendor license and labor costs)
- Customers ability to provide accurate and complete information, as needed.

- Timely decisions and approvals by "Customer Management Team".
- Involvement in all aspects of the project.
- Completion of site readiness activities (if applicable).
- Access to any location requiring technology deployment.
- Software product keys and/or activation keys not provided by GWT.
- All user names and software required (if applicable).
- Any impact to timeline from delay on customer side will be billable.
- Customer responsible for disposal or re-purposing of any replaced or unused equipment unless otherwise negotiated with Golden West Technologies.

# Training, Support and Knowledge Transfer

Description of training or support if applicable

Support: Golden West Hourly

# **Project Completion**

The Project will be considered complete when any of the following condition(s) are met:

Tasks list in "High Level Overview" and/or "Deployment Plan Overview" sections have been completed.

# **Change Management Process**

During the project, either party may request, in writing, additions, deletions, or modifications to the services described in the Scope of Work ("change request")