City Commission Regular Meeting Agenda



Monday, August 01, 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 July 18, 2022 City Commission minutes
- 4. Approve Bills
 - a. Approval of Bill List for August 1, 2022
- 5. **Items from Citizens on Agenda**
- 6. **Consent Agenda**

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

- a. Permission to increase the rate of pay for the following trolley drivers effective July 10, 2022: Herb Cowart, Rodney Fischer, Mike Kitzmiller, Frank Lawton, Don Luckie, Doug Magnuson, Dale Marlow, Debra Oban, Randall Oldfield, Dave Semingson, and Jim Sternhagen to \$16.01 hr.; Reece Beck to \$15.26 hr.; Randi Coddington and Kyle Kooima to \$14.50 hr.
- b. Accept resignation from trolley driver Don Doyen effective July 16, 2022.
- c. Permission to remove Cameron Roth, para-transit driver, from payroll.
- d. Accept resignation from para-transit driver Donald Luckie effective July 22, 2022.
- e. Permission to adopt revised by-laws for the Deadwood Volunteer Fire Department. (Committee approved June 20, 2022.
- Permission to hire Ancestory Concrete to complete building repairs at the rear of Mustang Sally's at a cost of \$4,800.00 due to damage from hit and run on projecting sign. (Insurance claim submitted but denied.)
- g. Acknowledge 36 month contract with bluepeak for upgraded internet at City Hall. (Budgeted item within IT budget.)

- h. Permission to hire Black Hills Asphalt to patch Jackson Street and Jefferson Street in the amount not to exceed \$5,000. (To be paid out of Streets repair budget.)
- i. Permission advertise in house for 5 days (re-post) for Water Superintendent at revised wage of \$27.02 per hour.
- j. Permission to pay Van Diest Supply Company for Biomist mosquito spray in the amount of \$4,419.25. (To be paid from Parks supply budget.)
- k. Permission to pay All Aspects Inc. in the amount of \$3,077.50 for survey work related to the potential dog park location near McKinley Street and Railroad Avenue. (To be paid from Planning and Zoning professional services.)
- Permission to hire Tree Wise Men to remove Boxelder and other trees off Williams Street behind parking structure at a cost of \$5,800.00. (To be paid from Streets professional services budget.)
- m. Permission to deny return of event center deposit for "Road Grub Throwdown" due to cancellation of August 5-9, 2022 event with no advance notice. (Recommended from event committee due to revenue loss of venue.)
- n. Permission to reimburse Deadwood Hospitality Resort LLC for second phase of asphalt maintenance performed on Timm Lane bridge in the amount of \$6,000.00. (To be paid from 2022 Streets repair budget.)

7. Bid Items

8. **Public Hearings**

- a. Hold public hearing on Resolution 2022-16 of Intent to Annex property contiguous to Deadwood on Highway 85. Legally described as follows: Lot A, a portion of Government Lot 13 and a portion of Government Lot 19. The unplatted portion of the 66 foot right-of-way to US HWY 85 Section 11, -AND- Lot B, a portion of Government Lot 19 in Section 11 and a portion of Government Lot 12 of Section 14, -AND- The unplatted portion of the 66 foot right-of-way to US HWY 85. All located in Sections 11 & 14, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota.
- b. Hold public hearing on August 1 for Outlaw Square Harley Davidson event: open container in Zone 4, Outlaw Square only; Saturday, August 6 through Saturday, August 13 from noon to 10:00 p.m. with exemption of Monday, August 8, 2022 from 3:00 p.m. to 10:00 p.m.; street closure on Deadwood Street from Main Street to Pioneer Way Saturday, August 6 through Saturday, August 13 from noon to 10:00 p.m. daily if deemed necessary due to safety.
- c. Waive 45-day requirement and set public hearing on August 15 for the Danny Gokey Concert: street closure on Deadwood Street from Main Street to Pioneer Way from 12:00 p.m. to 11:00 p.m. on Tuesday, August 20, 2022. Deadwood Street will reopen for the Deadwood Alive performance at 5:45 p.m. and close at 6:15 p.m.
- d. Waive 45-day requirement and set public hearing on August 15 for Steer Roping Event: 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.
- e. Set public hearing on August 15 for Ride for the Hills Sacred Mt. Poker Run: 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.
- f. Set public hearing on August 15 for Lead Deadwood High School Homecoming Parade: street closure; 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.

9. Old Business

10. New Business

- a. Second Reading of Ordinance #1358 Amending Title 17 Zoning
- <u>b.</u> Permission to pay Black Hills Asphalt in the amount of \$18,357.89 for crack seal to all concrete street panels on Burnham Ave, Pearl Street, Dakota Street, Highland Avenue and Pleasant Street. (To be paid from the Street repair budget.)
- Permission for Rec Center to purchase two Matrix Endurance LED Treadmills from Nova Fitness Equipment in an amount not to exceed \$10,380.60. (To be paid from Rec Center equipment budget.)
- d. Permission to hire W.D. Masonry & Concrete, Inc. to replace the stone steps at the History & Information Center with matching stone at a cost of \$48,604.17. (To be paid by HP Capital Assets.)
- e. Permission to order forty replacement slats, three 4-foot benches, three 6-foot benches and four trash receptacles from Victor Stanley at a cost of \$24,585.62 including shipping. (To be paid from HP Capital Assets as budgeted.)
- <u>f.</u> Permission to pay Otis Elevator Company in the amount of \$17,500 for oiling and maintenance of the elevator at the Adams Museum. (To be paid out of Public Buildings repairs budget.)
- g. Request for Deadwood Historic Preservation Commission to loan one-half (\$45,000.00) of the purchase price required to begin the creation of the Calamity Jane sculpture from Deadwood Public Art Committee. Committee to raise total of \$110,000.00 and repay HPC the loan.

11. Informational Items and Items from Citizens

12. Executive Session

a. Executive Session for Personnel Matters per SDCL 1-25-2 (1) with possible action. Executive Session for Legal Matters per SDCL 1-25-2(3) with possible action.

13. Adjournment

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

URL: https://us02web.zoom.us/j/6055782082?pwd=Z1QrRXhXaXp4eStPSjg2

YiVTNUtZQT09

Meeting ID: 605 578 2082

Password: 1876

One tap mobile: 669-900-9128

Please practice the CDC's social distancing recommendations.

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

The Regular Session of the Deadwood City Commission convened on Monday, July 18, 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 July 5, 2022. Roll Call: Aye-All. Motion carried.

APPROVAL OF DISBURSEMENTS

Todd moved, Johnson seconded to approve the July 18, 2022 disbursements plus additional bill as amended. Roll Call: Aye-All. Motion carried.

ABSOLUTE LOG HOMES	SUPPLIES	89.33
ACE HARDWARE	SUPPLIES	308.77
ALBERTSON ENGINEERING	PROJECT	10,359.38
AMAZON CAPITAL	SUPPLIES	2,232.67
AMAZON	SERVICE	200.14
AMERICAN RED CROSS	SUPPLIES	82.00
AMERICINN	CONFERENCE	427.96
ANCESTOR CONCRETE ATCO INTERNATIONAL	PROJECT SUPPLIES	9,956.00 180.30
BADGER METER	SERVICE	153.00
BEACON ATHLETICS	SUPPLIES	2,509.00
BERG, DALE	MEETINGS	280.00
BH ASPHALT	PROJECT	11,876.94
BH CHEMICAL	SUPPLIES	1,887.57
BH ENERGY	SERVICE	28,631.73
BH LIBRARY	SERVICE	565.81
BH PIONEER	SERVICE	1,066.89
BH SECURITY	SERVICE	526.53
BH TITLE	SERVICE	29,990.36
BH WINDOW CLEANING	SERVICE	539.00
BLAIR, LINDA	REIMBURSEMENT	310.34
BOMGAARS	SUPPLIES	16.98
BROKEN BOOT GOLD MINE	GRANT	8,160.00
BRUCE, DAVID	MEETINGS	245.00 35.12
BUTLER MACHINERY CARA MIA	SUPPLIES	5,437.90
CARMODY, ROBIN	PROJECT MEETINGS	350.00
CENTURY BUSINESS PRODUCTS	SERVICE	144.64
CERAMIC DESIGNS MIDWEST	SUPPLIES	878.97
CHAINSAW CENTER	RENTAL	1,473.75
COCA COLA	SUPPLIES	346.88
CONRAD'S ELECTRIC	SERVICE	1,478.65
CPS DISTRIBUTORS	SUPPLIES	918.98
DAR, VICKI	MEETINGS	315.00
DEADWOOD CHAMBER	BILL LIST	123,069.22
DEADWOOD CHAMBER	PERFORMANCE	1,800.00
DVFD	STAFFING	1,134.86
DEADWOOD GRANITE	SERVICE	1,800.00
DEADWOOD HISTORY	SERVICE	403.33
DIEDE, LEO	MEETINGS	420.00
DIRECT SUPPLY ECOLAB	SUPPLIES SERVICE	5,273.19 352.88
EXTREME FOUNDATION REPAIR	PROJECT	2,279.50
FASTENAL	SUPPLIES	1,021.12
FIB CREDIT CARDS	SUPPLIES	2,161.77
GOLDEN WEST	SERVICE	3,539.50
GRIMM'S PUMP	SUPPLIES	198.90
HAWKINS	SUPPLIES	1,526.70
HI-VIZ SAFETY WEAR	SUPPLIES	576.26
INTERSTATE BATTERY	SUPPLIES	73.80
IPS GROUP	SERVICE	9,152.15
JACOBS WELDING	SERVICE	2,822.43
KEEHN, JOSH	MEETINGS	280.00
KNECHT	SUPPLIES	299.70
KNECHT	GRANTS	21,048.70
KONE CHICAGO	SERVICE	519.25
LAWRENCE CO. REGISTER LAWSON PRODUCTS	SERVICE RENTAL	30.00 400.00
LEAD-DEADWOOD SANITARY	SERVICE	32,971.60
LESKCA	REFUND	100.00
LYNN'S	SUPPLIES	40.46
LYNN, JACKSON, SCHULTZ	SERVICE	245.00
MARCO	SERVICE	161.42
MARTINISKO, JOHN	MEETINGS	245.00
MCDIRT EXCAVATION	PROJECT	3,600.00
MENARD'S	SUPPLIES	135.92
METERING & TECHNOLOGY	SERVICE	2,313.44
MIDWEST TAPE	SUPPLIES	138.69
MONUMENT HEALTH	TESTING	720.00
MS MAIL	SERVICE	1,961.07 163.27
MUTUAL OF OMAHA MYSTIC PRESERVATION	INSURANCE GRANT	10,000.00
TITO TIC TIMODILVATION	OLGUAT	10,000.00

NHS OF THE BLACK HILLS	SERVICE	3,086.00
NORTHWEST PIPE FITTINGS	SUPPLIES	864.81
NOVA FITNESS EQUIPMENT	SUPPLIES	248.37
ODD JOB CONSTRUCTION	PROJECT	2,054.86
ODP BUSINESS SOLUTIONS	SUPPLIES	77.61
PAHA SAPA HOLDINGS	PROJECT	2,400.35
PIONEER RESEARCH	SUPPLIES	1,151.63
PLASTIC WORKS	SUPPLIES	3,570.00
PLATINUM CHEMICALS	SUPPLIES	1,690.00
POSEY, BEVERLY	MEETINGS	420.00
QUICKTROPHY	SUPPLIES	26.67
QUIK SIGNS	SERVICE	5,859.92
QUILL	SUPPLIES	74.89
RAPID DELIVERY	SERVICE	14.95
RASMUSSEN MECHANICAL	SERVICE	372.25
RECREATION SUPPLY	SUPPLIES	159.26
RUNGE, MIKE	REIMBURSEMENT	34.61
SACRISON ASPHALT	SUPPLIES	881.76
SANDER SANITATION	SERVICE	13,519.18
SANTOCHI, TREVOR	MEETINGS	385.00
SCULL CONSTRUCTION	PROJECT	22,852.00
SD COMMISSION ON GAMING	CITY SLOTS	29,829.55
SD DEPT. OF REVENUE	TAXES	8,392.12
SMITH, DEANNA	PROJECT	515.97
SOUTHSIDE OIL	FUEL	24,809.51
SOUTHSIDE SERVICE	SERVICE	732.08
SPEARFISH AUTO SUPPLY	SUPPLIES	129.59
STONE LAND SERVICES	PROJECT	3,200.00
STRAIGHT LINE STRIPING	PROJECT	12,128.42
STREICHER'S	SUPPLIES	835.52
STURDEVANT'S	SUPPLIES	1,567.42
TEAM LABORATORY CHEMICAL	SUPPLIES	747.00
TEMPERATURE TECHNOLOGY	SERVICE	1,382.56
THE LORD'S CUPBOARD	RECYCLING	83.25
THE LORD'S COPBOARD THE PLUMBER	SERVICE	487.00
THE PLUMBER THOMSON REUTERS		
	SUBSCRIPTION	255.95
TOMS, DON	PROJECT	1,800.00
TREE WISE MEN	PROJECT	17,750.00
TRUGREEN	SERVICE	48.84
TWIN CITY CLOTHING CENTER	ALLOCATION	2,500.00
TWIN CITY HARDWARE	SUPPLIES	181.68
TWIN CITY HARDWARE	GRANT	1,919.68
U.S. BANK	SERVICE	1,250.00
UMENTHUM, KEITH	PROJECT	6,878.35
UNITED LABORATORIES	SUPPLIES	655.02
UTILITY SERVICES ASSOCIATE	SERVICE	3,089.00
VERIZON CONNECT	SERVICE	171.60
VERIZON CONNECT NWF	SERVICE	95.95
VIEHAUSER ENTERPRISES	SERVICE	9.00
VIGILANT BUSINESS SOLUTION	TESTING	680.00
VISIONARY LANDSCAPING	SERVICE	10,013.00
WAGNER, KEVIN	MEETINGS	245.00
WEBER, JILL	MEETINGS	385.00
WEST RIVER HISTORY	CONFERENCE	500.00
WILLIAMS, ANTHONY	MEETINGS	350.00

Total \$548,316.90

CONSENT

Johnson moved, Martinisko seconded remove Item E and approve the following consent items. Roll Call: Aye-All. Motion carried.

- A. Add the following for workers compensation purposes: Joel Ellis and Cassidy LeMons effective July 7 and Michelle and Steve Peil to Volunteer Fire Department Roster effective June 13; Planning and Zoning Commissioner Charles Eagleson effective June 21 and Historic Preservation Volunteer David Trentz effective July 1, 2022. Remove the following for workers compensation purposes: Joshua Thurmes from Volunteer Fire Department Roster effective June 13th and Historic Preservation Commissioner Dale Berg effective June 1, 2022.
- B. Permission to pay Black Hills Tent and Awning \$10,568.38 for stadium seat covers and four shade structures behind and under grandstands at Days of 76 Rodeo Grounds.
- C. Permission for Mayor to sign Assignment and Assumption Agreement between Northern Hills Transport (NHT) and South Dakota Network (SDN) for lease space in City Hall.
- D. Permission to hire up to six rally officers for 2022 motorcycle rally at rate of \$23.22 per hour.
- E. Removed from consent.
- F. Permission to hire Trevor Houska as patrol officer at \$23.22 per hour effective July 25, 2022 pending pre-employment screening.'
- G. Permission to make 2022 budget allocation to Lord's Cupboard in the amount of \$2,500.00. (To be paid from Bed & Booze line item.)

- H. Permission to pay Wheeler Lumber LLC invoice for lumber for the Days of '76 crow's nest chute deck in the amount of \$3,146.58 to be paid from the HP Capital Assets Rodeo Grounds line item.
- I. Outlaw Square request for financial support of Brule' for the July 26, 2022 performance in the amount of \$2,800.00 for 2022 HP Public Education line item.
- J. Permission to hire Charles Fetter as Fire Service Technician at \$25.00 per hour effective July 29, 2022 pending pre-employment screening.
- K. Approve consulting services from Kenneth Hawki at \$25.00 hr. (To be paid from Fire Dept Professional Services.)

BID ITEMS

Results

Mayor Ruth stated one bid was opened for 2017 Trolley as advertised. Hometown Sales and Leasing - \$8,000.00. Finance Officer McKeown spoke about the trolley. Martinisko moved, Todd seconded to reject bid from Hometown Sales and Leasing due to minimum bid not met. Roll Call: Aye-All. Motion carried.

Martinisko moved, Todd seconded to allow staff to sign agreement with Purple Wave for trolley to go to auction. Roll Call: Aye-All. Motion carried.

Advertise

Martinisko moved, Johnson seconded to advertise and accept bids for the 5 Harrison Retaining Wall Project with bids due August 11 at 2:00 p.m. with results to City Commission August 15, 2022. Roll Call: Aye-All. Motion carried.

Advertise

Todd moved, Johnson seconded to advertise and accept bids for the 458 Williams Street Retaining Wall Project with bids due August 11 at 2:00 p.m. with results to City Commission August 15, 2022. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS

Resolution 2022-14

Public hearing was opened at 5:06 p.m. by Mayor David Ruth Jr. Zoning Administrator spoke about the Annexation, hearing closed. Martinisko moved, Johnson seconded to approve Resolution 2022-14 of Intent to Annex Property Contiguous to Deadwood on Highway 85. Legally described as follows: Lot A of Lot H2 of HES 613 11-005-03 Lawrence County, South Dakota according to plat 2019-05698. Roll Call: Aye-All. Motion carried.

Outlaw Shootout AAU Wrestling

Public hearing was opened at 5:09 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 Deadwood Street from Main Street to Pioneer Way from 6:00 a.m. to 6:00 p.m. on Sunday, July 24, 2022. Roll Call: Aye-All. Motion carried.

Brule'

Public hearing was opened at 5:10 p.m. by Mayor David Ruth Jr. Commissioner Martinisko spoke in favor, hearing closed. Martinisko moved, Johnson seconded to approve street closure on Deadwood Street from Main Street to Pioneer Way from 6:00 p.m. to 11:00 p.m. on Tuesday, July 26, 2022. Roll Call: Aye-All. Motion carried.

<u>Deadwood Live</u>

Public hearing was opened at 5:12 p.m. by Mayor David Ruth Jr. No one spoke in favor or against, hearing closed. Johnson moved, Martinisko seconded to approve open container in zone 3 from 4:30 p.m. to 10:00 p.m. on Thursday, August 4; street closure on Deadwood Street from Main Street to Pioneer Way from 7:00 a.m. on Thursday, August 4 to 1:00 a.m. on Friday, August 5, 2022. Roll Call: Aye-All. Motion carried.

Deadwood Live

Public hearing was opened at 5:13 p.m. by Mayor David Ruth Jr. No one spoke in favor or against, hearing closed. Johnson moved, Todd seconded to approve open container in zone 3 from 4:30 p.m. to 10:00 p.m. on Friday, September 2; street closure on Deadwood Street from Main Street to Pioneer Way from 7:00 a.m. on Friday, September 2 to 1:00 a.m. on Saturday, September 3, 2022. Roll Call: Aye-All. Motion carried.

Back When They Bucked

Public hearing was opened at 5:14 p.m. by Mayor David Ruth Jr. Clay Cross, Back When They Bucked, spoke in favor. Sarah Kryger, Deadwood Chamber, was available for questions. Discussion was held concerning fees and issues that took place this year during the event. Hearing closed. Johnson moved, Martinisko seconded to approve open container from 9:00 a.m. to 9:00 p.m. on Sunday, May 28, 2023 at Event Complex. Roll Call: Aye-All. Motion carried.

<u>Set</u>

Todd moved, Johnson seconded to waive 45-day requirement and set public hearing on August 1 for Outlaw Square Harley Davidson Event. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Second Reading

Historic Preservation Officer Kuchenbecker stated no changes between first and second reading. Johnson moved, Todd seconded to approve second reading of Ordinance #1357 creating Chapter 1.20 under Title 1 – General Provisions and amending Titles 3, 12, 15 and 17. Roll Call: Aye-All. Motion carried.

First Reading

Russell spoke about the Ordinance. Martinisko moved, Johnson seconded to approve first reading of Ordinance #1358 Amending Title 17 – Zoning. Roll Call: Aye-All. Motion carried.

Outside Deadwood Grants

Kuchenbecker spoke about the contracts. Martinisko moved, Johnson seconded to accept the Historic Preservation Commission recommendation for the "Outside of Deadwood" grant allocations for a total of \$40,240.00 for the second half of 2022, which are the following: Little Spearfish Conservation - \$9,250.00; Historic Rapid City - \$5251.00; Christ Church Episcopal - \$5,739.00; Masonic Temple - \$10,000.00 and Dakota Land Museum - \$10,000.00. Roll Call: Aye-All. Motion carried.

Petition

Russell spoke about Petition. Martinisko moved, Johnson seconded to accept petition of Annexation for property contiguous to Deadwood on Highway 85. Legally described as follows: Lot A, a portion of Government Lot 13 and a portion of Government Lot 19. The unplatted portion of the 66-foot right-of-way to US HWY 85Section 11, -AND- Lot B, a portion of Government Lot 19 in Section 11 and a portion of Government Lot 12 of Section 14 -AND—the unplatted portion of the 66-foot right-of-way to US HWY 85. All located in Section 11 &14, T5N, R3E, B.H.M, City of Deadwood, Lawrence County, South Dakota. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on August 1, 2022 for petition of Annexation. Roll Call: Aye-All. Motion carried.

Memorandum of Understanding

Russell clarified the LLC should be Summit LLC instead of WJP Holdings, LLC. Toby Morris, Senior VP Colliers Securities, spoke about the TIF and housing. Bill Pearson, Summit LLC, spoke about restricting a number of units to South Dakota Housing Standards. Commissioner Martinisko questioned the grant process. Morris said he would be doing the process and would be minimal impact to the city. Commissioner Todd questioned what the grant money would be used for. Pearson stated the grant funds would be used for sewer and storm drainage. Discussion was held concerning total amount of TIF. Attorney Riggins explained the document is non-legal binding. Martinisko moved, Todd seconded to approve Memorandum of Understanding with Summit LLC for continued development of Stage Run Phase 2 in regard to

proposed Annual Appropriation Tax Increment Financing 15. Roll Call: Aye-All. Motion carried.

Contract

Russell spoke about the contract. Martinisko moved, Johnson seconded to allow Mayor to sign contract with Walker Consultants to conduct a parking study in an amount not to exceed \$22,500.00. Study will be utilized for future planning. Recommended approval by Parking & Transportation Committee on July 14, 2022. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Emma Garvin, Deadwood Lead Economic Development, invited everyone to the groundbreaking of the Ridge Apartments on Thursday, July 28 at 3:00 p.m.

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

Department Heads and Commission thanked Public Works Director Bob Nelson Jr. for his service to the City.

ADJOURNMENT

Martinisko moved, Todd seconded to adjourn the regular session at 5:49 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3), personnel matters per SDCL 1-25(1) and contractual matters per SDCL 1-25-2(4) with possible action. The next regular meeting will be on Monday, August 1, 2022 at 5:00 p.m.

After coming out of executive session at 6:42 p.m.:

Martinisko moved, Johnson seconded to approve \$5,000.00 to be contributed for use of the slag pile for overflow parking during Days of 76. (To be paid from Parking and Transportation.) Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to approve Resolution 2022-15 to allow Finance Officer to sign on behalf of the City of Deadwood. Roll Call: Aye-All. Motion carried.

RESOLUTION 2022-15

RESOLUTION TO ALLOW JESSICCA MCKEOWN TO ACT ON BEHALF OF THE CITY OF DEADWOOD

WHEREAS, The City of Deadwood Commissioners have allowed Jessicca McKeown to act on behalf of the City of Deadwood for all matters

Dated this 18th day of July, 2022 ATTEST: /s/ Jessicca McKeown, Finance Officer	CITY OF DEADWOOD /s/ David Ruth Jr., Mayor
Martinisko moved, Johnson seconded to appr the adopted Employee Handbook.	rove revised Section 10 Drug and Alcohol Policy to
Martinisko moved, Johnson seconded to adjo	ourn at 6:43 pm.
ATTEST:	DATE:
Jessicca McKeown, Finance Officer	BY: David Ruth Jr., Mayor
Published once at the total approximate cost of	of

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 05856 COMBINED - 8/2/22

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

PAGE: 1

VENDOR	NAME		G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
====== 01-3309	THE LORD'S					=======================================	
		I-07-14-2022	101-3000-699	MISC REVENUE	RECYCLING PROCEEDS	000000	51.90
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	51.90
01-1838	RAMKOTA HOT	EL					
		I-FOLIO 10681N	101-4111-427	TRAVEL	LODGING-ELECTED OFFICIAL	S TRNG 000000	80.00
01-4372	MARTINISKO,	SHARON					
		I-07/14/2022	101-4111-427	TRAVEL	TRVL EXP-ELECTED OFFICIA	LS CNF 000000	177.08
				DEPARTMENT 1	111 COMMISSION	TOTAL:	257.08
01-2394	GUNDERSON,						
		I-118160	101-4141-422	PROFESSIONAL	LEGAL SERVICES	000000	2,280.00
				DEPARTMENT 1	141 ATTORNEY	TOTAL:	2,280.00
01-0433	WELLMARK BL	UE CROSS BLU					
		I-08/01/22	101-4142-415	GROUP INSURAN	N WELLMARK BLUE CROSS AND	BLUE S 000000	3,653.10
01-0545	LYNN'S DAKO						
		I-002001181239	101-4142-426	SUPPLIES	EMPLOYEE BENEFIT SUPPLIE	S-FIN. 000000	25.11
01-1171	A & B BUSIN		4.04 44.00 40.0				4.40.05
		I-IN966659	101-4142-422	PROFESSIONAL	COPIER CONTRACT - FINAN	CE 000000	142.97
01-4711	AMAZON CAPI	TAL SERVICES	101 4140 406	AUDDT T.D.A		aa ==== 000000	00.00
					BADGE REELS, ACH BOXES, MI 4 CASES COPY PAPER - FIN		207.36
					142 FINANCE	TOTAL:	4,120.77
01-0433	WELLMARK BL						
		I-08/01/22	101-4192-415	GROUP INSURAN	N WELLMARK BLUE CROSS AND	BLUE S 000000	4,648.79
01-0551	MENARD'S						
		I-41135	101-4192-425-03	REPAIRS - BAI	BARN RAIL-DOOR-CABINET/B	ASEBAL 000000	764.37
01-0553	MONTANA DAK	OTA UTILITIE					
			101-4192-428-17		GAYVILLE 170 BLACKTAIL		20.33
		I-NAT GAS 07/22/22			PERMANENT METER LOCATION		
		I-NAT GAS 07/22/22 I-NAT GAS 07/22/22	101-4192-428-01	UTILITIES - A		000000	52.05 48.72
			101-4192-428-02 101-4192-428-04		A ADAMS MUSEUM	000000	48.72 85.54
		1 NA1 GAS U//22/22	101-4132-420-04	0111111112 - (CIII UWDD	00000	03.34

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PACKET: 05856 COMBINED - 8/2/22

VENDOR SET: 01

FUND : 101 GENERAL FUND
DEPARTMENT: 192 PUBLIC BUILDINGS

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BUDGET TO USE: CB-CURRENT BUDGET

ENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
1-0553	MONTANA DAF	KOTA UTILITIE continu	red				
		I-NAT GAS 07/22/22	101-4192-428-07	UTILITIES - F	FIRE HALL	000000	81.07
		I-NAT GAS 07/22/22	101-4192-428-08		HISTORY CENTER	000000	17.06
		I-NAT GAS 07/22/22	101-4192-428-09	UTILITIES - H	HARCC	000000	48.72
		I-NAT GAS 07/22/22	101-4192-428-10	UTILITIES - L	LIBRARY	000000	15.95
		I-NAT GAS 07/22/22	101-4192-428-11	UTILITIES - P	CITY PARKS DEPT	000000	16.50
		I-NAT GAS 07/22/22	101-4192-428-13	UTILITIES - R	RECREATION CENTER	000000	3,078.70
		I-NAT GAS 07/22/22	101-4192-428-14	UTILITIES - S	CITY SHOP PUBLIC WORKS	000000	33.40
		I-NAT GAS 07/22/22	101-4192-428-15	UTILITIES - T	TROLLEY BARN	000000	22.49
		I-NAT GAS 07/22/22	101-4192-428-19	UTILITIES - G	PLUMA PARK 418 CLIFF ST	000000	18.11
		I-NAT GAS 07/22/22	101-4192-428-21	UTILITIES - W	WELCOME CENTER	000000	73.19
		I-NAT GAS 07/22/22	101-4192-428-24	UTILITIES - O	703 MAIN OUTLAW SQUARE	000000	57.66
1-0578	TWIN CITY F	HARDWARE & LU					
		I-2206-197085	101-4192-426	SUPPLIES	(12) JOIST HANGERS/PUB BLDGS	000000	29.88
		I-2206-197153	101-4192-425-17	REPAIRS-DAYS	LAV FAUCET WITH POP UP/DAYS MU	000000	95.84
		I-2206-197572	101-4192-425-17	REPAIRS-DAYS	BATTERY-PERM MARKER/DAYS MUS	000000	29.98
		I-2206-197711	101-4192-426-21	SUPPLIES - WE	ASST PIC HANGER STRIP/WELCOME	000000	14.99
		I-2207-198769	101-4192-426	SUPPLIES	AAA ALKALINE BATTERIES/PUB BLD	000000	10.49
		I-2207-198877	101-4192-426	SUPPLIES	CD4930/PUB BLDGS	000000	59.99
		I-2207-199073	101-4192-425-17	REPAIRS-DAYS	WASHER-LOCK NUT-SCREW/DAYS M	000000	174.45
		I-2207-199197	101-4192-426	SUPPLIES	PLASTIC SPRAY BOTTLE/PB	000000	6.49
		I-2207-199411	101-4192-425-11	REPAIRS - PAR	FIXTURE PHOTO CELL/PARKS	000000	14.99
		I-2207-200169	101-4192-426	SUPPLIES	SOFTENER SALT/PUB BLDGS	000000	79.92
		I-2207-200289	101-4192-425-03	REPAIRS - BAL	ROUND FLAT WASHER/BASEBALL	000000	18.99
		I-2207-200431	101-4192-426	SUPPLIES	DAWN DISH DETERGENT/PUB BLDGS	000000	17.99
		I-2207-200439	101-4192-426	SUPPLIES	(2) 1X10X10 PINE/PUB BLDGS	000000	33.98
		I-2207-200487	101-4192-425-03	REPAIRS - BAL	NAIL ANG 34 DEG 1.25"/BASEBALL	000000	9.99
		I-2207-200531	101-4192-426	SUPPLIES	BOWL BRUSH CADDY/PUB BLDGS	000000	18.98
		I-2207-200661	101-4192-425-03	REPAIRS - BAL	PAINT-FOAM COVER-BRUSH/BASEBAL	000000	86.52
		I-2207-201226	101-4192-425-03	REPAIRS - BAL	(2) SWIVEL SAFETY HASP/BASEBAL	000000	29.98
		I-2207-201343	101-4192-425-13	REPAIRS - REC	QUICK EPOXY/REC CENTER	000000	7.49
		I-2207-201548	101-4192-426	SUPPLIES	TOILET SEAT BOLT KIT/PUB BLDGS	000000	8.99
		I-2207-201751	101-4192-425-03	REPAIRS - BAL	PASSAGE LEVER-SAFETY HASP/BASE	000000	40.98
		I-2207-202617	101-4192-426	SUPPLIES	WHITE WOOD ELONG SEAT/PB	000000	39.99
1-1003	VERIZON WIF	RELESS					
		I-9910835177	101-4192-422	PROFESSIONAL	ON CALL PHONE/PUB BLDGS	000000	41.99
1-1502	BLACK HILLS	S CHEMICAL					
		I-227676	101-4192-426	SUPPLIES	GLOVES-CLOROX-TOILET PAPER/PB	000000	762.35
		I-228242	101-4192-426	SUPPLIES	GLOVE-PEROXIDE-TP-TOWEL/PB	000000	1,641.39
1-3421	S AND C CLE	EANERS					
		I-07/27/22 INV 127	101-4192-422-04	PROFESSIONAL	CLEANING/CITY HALL	000000	990.00
		I-07/27/22 INV 162	101-4192-422-21	PROFESSIONAL	CLEANING/WELCOME CENTER	000000	1,740.00
		I-07/27/22 INV 172	101-4192-422-10	PROFESSIONAL	CLEANING/LIBRARY	000000	600.00
		I-07/27/22 INV 172	101-4192-422-07	PROFESSIONAL	CLEANING/FIRE HALL	000000	400.00
		I-07/27/22 INV127	101-4192-422-04	PROFESSIONAL	CLEANING/POLICE DEPT	000000	1,365.00

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PACKET: 05856 COMBINED - 8/2/22

VENDOR SET: 01

FUND : 101 GENERAL FUND
DEPARTMENT: 192 PUBLIC BUILDINGS
BUDGET TO USE: CB-CURRENT BUDGET

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT

VENDOR ======	NAME	ITEM # ============	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
)1-3421	C AND C CIE	ANERS continue	od.				
11-3421	S AND C CLE	I-7/27/22 INV 138	101-4192-422-13	PROFESSIONAL	REC CENTER CLEANING-DAY CLEANI	000000	3,033.00
		I-7/27/22 INV 138	101-4192-422-13	PROFESSIONAL	BATHROOMS-OSQ OFFICE	000000	810.00
		I-7/27/22 INV 262	101-4192-422		GATEWAY AND TRAILS	000000	600.00
		I-7/27/22 INV 262	101-4192-422-08		HISTORY BATHROOMS	000000	195.00
		I-7/27/22 INV 262	101-4192-422-22	PROFESSIONAL-		000000	480.00
		I-7/27/22 INV 262	101-4192-422	PROFESSIONAL	ELEVATOR	000000	150.00
		I-7/27/22 INV 262	101-4192-422-03	PROFESSIONAL	BALLPARK	000000	300.00
		I-7/27/22 INV 262	101-4192-422-06	PROFESSIONAL-		000000	225.00
		I-7/27/22 INV 262	101-4192-422-06		RODEO/MONSTER TR,3 WHEEL, DAYS	000000	330.00
1-3506	ALSCO						
		I-LCAS1486598	101-4192-422-15	PROFESSIONAL	TOWEL-MOP-MATS-BAGS/TROLLEY	000000	102.97
		I-LCAS1486599	101-4192-422-14	PROFESSIONAL	TOWEL-BAGS-MOPS-MATS/STREETS	000000	156.46
		I-LCAS1486600	101-4192-422-11	PROFESSIONAL	TOWEL-MATS-MOP-BAGS/PARKS	000000	57.47
		I-LCAS1486601	101-4192-422-10	PROFESSIONAL	TOWELS-BAGS/LIBRARY	000000	23.00
		I-LCAS1486602	101-4192-422-08	PROFESSIONAL-	TOWEL-BAGS-MOPS-MATS/HISTORY	000000	115.73
		I-LCAS1486603	101-4192-422-07	PROFESSIONAL	TOWEL-MOPS-BAGS/FIRE HALL	000000	41.14
		I-LCAS1486604	101-4192-422-04	PROFESSIONAL	TOWEL-MATS-MOPS-BAGS/CITY HAL	000000	223.43
		I-LCAS1486605	101-4192-422-21	PROFESSIONAL	MATS/WELCOME CENTER	000000	62.51
		I-LCAS1489017	101-4192-422-08	PROFESSIONAL-	TOWEL-BAGS-MOPS-MATS/HISTORY	000000	106.14
		I-LCAS1489019	101-4192-422-04	PROFESSIONAL	TOWELS-MATS-MOPS-BAGS/CITY HAL	000000	209.22
		I-LCAS1490457	101-4192-422-13	PROFESSIONAL	MATS/REC CENTER	000000	199.15
)1-3838	BLUEPEAK						
		I-TELEPHONE 07/16/22	101-4192-428	UTILITIES	PARKING RAMP	000000	143.11
		I-TELEPHONE 07/16/22	101-4192-428-04	UTILITIES - C	CITY HALL INTERNET	000000	50.50
		I-TELEPHONE 07/16/22	101-4192-428-04	UTILITIES - C	CITY HALL TELEPHONE	000000	1,334.82
		I-TELEPHONE 07/16/22	101-4192-428-07	UTILITIES - F	FIRE HALL	000000	283.73
		I-TELEPHONE 07/16/22	101-4192-428-08	UTILITIES - H	HISTORY CENTER	000000	228.33
		I-TELEPHONE 07/16/22	101-4192-428-10	UTILITIES - L	LIBRARY	000000	746.99
		I-TELEPHONE 07/16/22	101-4192-428-13	UTILITIES - R	REC CENTER TELEPHONE	000000	283.86
		I-TELEPHONE 07/16/22	101-4192-428-13	UTILITIES - R	REC CENTER INTERNET	000000	90.00
		I-TELEPHONE 07/16/22	101-4192-428-14	UTILITIES - S	STREET SHOP	000000	44.73
		I-TELEPHONE 07/16/22	101-4192-428-17	UTILITIES - D	DAYS OF '76 MUSEUM	000000	156.23
		I-TELEPHONE 07/16/22	101-4192-428-19	UTILITIES - G	GATEWAY VISITORS CENTER	000000	79.99
1-4057	VIEHAUSER E	NTERPRISES,					
		I-40099	101-4192-425-07	REPAIRS - FIR	COMM KEY PAD LOCK SYSTEM/FIRE	000000	2,784.94
		I-40345	101-4192-426	SUPPLIES	REPLACE EASTMAN'S LOCK/PB	000000	24.98
		I-40395	101-4192-422-24	PROFESSIONAL	CAMERA TROUBLESHOOTING/OSQ	000000	275.00
		I-40396	101-4192-422-07	PROFESSIONAL	NETWORK WITH GOLDEN WEST/FIRE	000000	440.00
1-4711	AMAZON CAPI	TAL SERVICES					
		I-1L99-P43Q-X4WV	101-4192-426	SUPPLIES	BADGE CLIPS - PB	000000	11.97
		I-1RR6-XFMG-1C96	101-4192-426-04		TABLE CLOTH - PB	000000	22.99
		I-1VD1-C73M-GRG1	101-4192-426	SUPPLIES	REPLACEMENT SAFETY STRAP/PB	000000	21.01

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 05856 COMBINED - 8/2/22

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4960	THE PLUMBER			REPAIRS - ADA SEWER BACKUP/ADAMS MUSEUN	1 000000	289.00
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	32,331.29
01-0510		TECHNOLOGIE I-400404		PROFESSIONAL MICROSOFT 365 BUSINESS/L:	C RNL 000000	5,922.00
01-4848	ADOBE INC	I-2227464380	101-4193-426	SUPPLIES ACROBAT PRO LICENSES - F	NANCE 000000	203.88
				DEPARTMENT 193 COMPUTER SERVICE	TOTAL:	6,125.88
01-0433	WELLMARK BL	UE CROSS BLU I-08/01/22	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND F	BLUE S 000000	25,152.17
01-0578	TWIN CITY H.	ARDWARE & LU I-2207-199286	101-4210-426	SUPPLIES RAZOR BLADES, BATTERIES- I	000000 מי	25.98
01-1826	FIRST NET	I-287304791844X0723	101-4210-422	PROFESSIONAL MDT - POLICE CARS - JULY	7 000000	160.16
01-3060	QUIK SIGNS	I-37947	101-4210-434	MACHINERY/EQU PATROL CAR DECALS - POLIC	CE DPT 000000	402.63
01-3744	EB COMMUNIC.	ATIONS, LLC I-11043	101-4210-422	PROFESSIONAL UPDATE POLICE DEPT.INFO/	PHONES 000000	154.00
01-4384	ARROWHEAD F	ORENSICS I-149588	101-4210-426	SUPPLIES LATEX GLOVES - POLICE	000000	55.63
01-4848	ADOBE INC	I-2227464380	101-4210-426	SUPPLIES ACROBAT PRO LICENSES - PI	000000	203.88
01-4972	EVERTEL TEC		101-4210-422	PROFESSIONAL SUBSCRIPTION-JULY 2022-12	23/ PD 000000	300.00
				DEPARTMENT 210 POLICE	TOTAL:	26,454.45
01-0433	WELLMARK BL	UE CROSS BLU I-08/01/22		GROUP INSURAN WELLMARK BLUE CROSS AND E	BLUE S 000000	0.00
01-0442	IAFC	I-07/20/22	101-4221-422	PROFESSIONAL MEMBERSHIP PKG FIRE I	DEPT 000000	215.00
01-0578	TWIN CITY H.	ARDWARE & LU				

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 05856 COMBINED - 8/2/22

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME =======	ITEM #	G/L ACCOUNT NAME	=========	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY H	ARDWARE & LU conti	nued				
		I-2207-200835	101-4221-425	REPAIRS	FASTENERS - FIRE DEPT	000000	10.72
01-0864	M & T FIRE						
		I-8567	101-4221-434	MACHINERY/EQU	RESCUE EQUIPMENT - FIRE DEPT	000000	292.15
01-1139	CRESCENT EL	ECTRIC SUPPL					
		I-S510504679.001	101-4221-425	REPAIRS	FUSE - 300 AMP - FIRE DEF	PT 000000	96.20
01-1171	A & B BUSIN						
		I-IN965672	101-4221-422	PROFESSIONAL	COPIER CONTRACT - FIRE DEPT	000000	76.25
01-1768	HAMANN, ALE	Х					
		I-07/17/22	101-4221-425	REPAIRS	REIMBSPROPANE TANK/FIRE DPT	000000	25.55
01-2473	SD DEPT. OF	CORRECTIONS					
		I-C18D3007	101-4221-422-01	PROFESSIONAL	FIRE SUPPRESSION WORK/FIREWIS	SE 000000	224.40
		I-C18D3037	101-4221-422-01	PROFESSIONAL	FIRE SUPPRESSION WORK/FIREWIS	SE 000000	2,270.53
01-2594	DEADWOOD FI	RE DEPARTMEN					
		I-JP071822-40	101-4221-434	MACHINERY/EQU	REIMB-LADDER TRUCK LIGHTS/FIR	RE 000000	305.78
01-3056	NORTHERN HI	LLS TECHNOLO					
		I-9667776	101-4221-422	PROFESSIONAL	ONLINE BKUP, I-NET ISSUES-FIRE	000000	100.00
01-3913	HEIMAN INC						
		I-0911313-IN	101-4221-434	MACHINERY/EQU	HELMET - FIRE DEPT	000000	343.20
01-4958	G&G GARBAGE	, LLC					
		I-I7779	101-4221-422-01	PROFESSIONAL	MONTHLY TOILET RENTAL/FIREWIS	SE 000000	125.00
				DEPARTMENT 2	21 FIRE DEPARTMENT ADMINISTE	RTOTAL:	4,084.78
01-0433	WELLMARK BL	 UE CROSS BLU					
		I-08/01/22	101-4232-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE	s 000000	732.51
01-1003	VERIZON WIR	ELESS					
			101-4232-422	PROFESSIONAL	BLDG INSPECTOR TABLET	000000	26.97
				DEPARTMENT 2	32 BUILDING INSPECTION	TOTAL:	759.48
01-0433	WELLMARK BL	UE CROSS BLU					
		I-08/01/22	101-4310-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE	s 000000	8,041.95
01-0561	SOUTH DAKOTA	A 811					
		I-SD22-01700	101-4310-422	PROFESSIONAL	LOCATE MESSAGE-FAX FEES/STREE	000000 TI	67.76

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PACKET: 05856 COMBINED - 8/2/22

VENDOR SET: 01

FUND : 101 GENERAL FUND DEPARTMENT: 310 STREETS

Section 4 Item a.

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BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
======= 01-0578	TWIN CITY H	======================================		=========		=======	=======
01 0370	IWIN CIII II	I-2207-198058	101-4310-426	SUPPLIES	24" DRIVEWAY BRUSH/STRTS	000000	33.98
		I-2207-198992	101-4310-426	SUPPLIES	HEAVY DUTY SPRAYER/STRTS	000000	34.79
		I-2207-200036	101-4310-426	SUPPLIES	3V LTHM WTCH BATTERY/STRTS	000000	11.98
		I-2207-202095	101-4310-426	SUPPLIES	KEY SINGLE CUT/STREETS	000000	4.98
01-0684	NORTHWEST P	IPE FITTINGS					
		I-1398218	101-4310-426	SUPPLIES	SQ BASIN KIT-REDUCER/STRTS	000000	127.06
		I-1398912	101-4310-425	REPAIRS	PLAIN COVER-MANHOLE FRAME/STRT	000000	1,046.68
01-1003	VERIZON WIR	ELESS					
		I-9910835177	101-4310-422	PROFESSIONAL	ON CALL PHONE/STREETS	000000	24.81
01-1168	KLJ ENGINEE	RING LLC					
i		I-10170799	101-4310-422	PROFESSIONAL	PRELIM ENGIN-BURNHAM AVE/STRTS	000000	895.39
		I-10172222	101-4310-422	PROFESSIONAL	PRO SRVCS BURNHAM/STRTS	000000	16,000.00
01-1171	A & B BUSIN	ESS SOLUTION					
		I-IN965675	101-4310-426	SUPPLIES	CONTRACT BASE RATE/STREETS	000000	74.76
01-1500	A & B WELDI	NG					
		I-01054993	101-4310-426	SUPPLIES	NOZZLE-GLAZE-WIRE-LUBE/STREETS	000000	160.41
01-1589	TEAM LABORA	TORY CHEMICA					
		I-INV0031575	101-4310-426	SUPPLIES	55 GAL DRUM TACK COAT/STREETS	000000	746.00
01-1822	WEST PLAINS	ENGINEERING					
		I-BU22007-001002	101-4310-422-02	PROFESSIONAL	CONST DOCS/UPPER MAIN UTIL	000000	2,050.00
01-3722	BLACK HILLS	ASPHALT LLC					
		I-2115	101-4310-422	PROFESSIONAL	PATCHING MILLER-MADISON STRTS	000000	3,061.23
01-3837	SACRISON AS	1-2207-198992					
		I-22044-06	101-4310-425	REPAIRS	(4.17) ASPHALT/STREETS	000000	366.96
01-3896	EAGLE ENTER	PRISES, LLC					
		I-22622	101-4310-426	SUPPLIES	SOLAR BARRICADE LIGHT-10W LED	000000	984.83
01-3977	ACE HARDWAR	1-2207-198058					
		I-027235	101-4310-426	SUPPLIES	GALV NIPPLE-BALL VALVE/STRTS	000000	28.42
01-4848	ADOBE INC						
		I-2227464380	101-4310-422	PROFESSIONAL	ACROBAT PRO LICENSES - PW	000000	67.96
01-4908	TRANSOURCE	TRUCK & EQUI					
		I-42W3577	101-4310-425	REPAIRS	REPAIR FAILED FAULT LAMP/STRTS	000000	690.58
01-4957	ONSITE FIRS	T AID, LLC					
		I-1274	101-4310-422	PROFESSIONAL	SAFETY GLS-MECH GLVS-READER/ST	000000	332.75

DEPARTMENT 310 STREETS

34,853.2

TOTAL:

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 05856 COMBINED - 8/2/22

VENDOR SET: 01

FUND : 101 GENERAL FUND
DEPARTMENT: 370 OAKRIDGE CEMETERY
BUDGET TO USE: CB-CURRENT BUDGET

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1-17649 101-4370-422 PROFESSIONAL MONTHLY TOILET RENTAL/OAKRIDGE 000000 DEPARTMENT 370 OAKRIDGE CEMETERY TOTAL: 01-0365 ISC COMPANIES I-80133162 101-4520-425 REPAIRS CYLINDER REPAIR-RESEAL/PARKS 000000 01-0433 WELLMARK BLUE CROSS BLU I-08/01/22 101-4520-415 GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S 000000	AMOUNT
DEPARTMENT 370 OAKRIDGE CEMETERY TOTAL: DEPARTMENT 370 OAKRIDGE CEMETERY TOTAL: DEPARTMENT 370 OAKRIDGE CEMETERY TOTAL:	
DEPARTMENT 370 OAKRIDGE CEMETERY TOTAL: 01-0365 ISC COMPANIES	
01-0365 ISC COMPANIES I-80133162 101-4520-425 REPAIRS CYLINDER REPAIR-RESEAL/PARKS 000000 01-0433 WELLMARK BLUE CROSS BLU I-08/01/22 101-4520-415 GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S 000000 01-0578 TWIN CITY HARDWARE & LU I-2206-197707 101-4520-426 SUPPLIES WIRE WHEEL/PARKS 000000 I-2206-197866 101-4520-426 SUPPLIES CONNECT-CIRC ALERT-UNION/PARKS 000000 I-2206-197916 101-4520-426 SUPPLIES FIP BALL VALVE/PARKS 000000 I-2207-198689 101-4520-426 SUPPLIES INSERT PLUG-ADAPT-CLAMP/PARKS 000000 I-2207-199440 101-4520-426 SUPPLIES (4) FIP COUPLING/PARKS 000000 I-2207-200222 101-4520-426 SUPPLIES MEMORY CARD MICRO SD/PARKS 000000 I-2207-200422 101-4520-426 SUPPLIES KEY SINGLE CUT/PARKS 000000	125.00
T-80133162 101-4520-425 REPAIRS CYLINDER REPAIR-RESEAL/PARKS 000000 01-0433 WELLMARK BLUE CROSS BLU I-08/01/22 101-4520-415 GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S 000000 01-0578 TWIN CITY HARDWARE & LU I-2206-197707 101-4520-426 SUPPLIES WIRE WHEEL/PARKS 000000 I-2206-197866 101-4520-426 SUPPLIES CONNECT-CIRC ALERT-UNION/PARKS 000000 I-2206-197916 101-4520-426 SUPPLIES FIP BALL VALVE/PARKS 000000 I-2207-198689 101-4520-426 SUPPLIES INSERT PLUG-ADAPT-CLAMP/PARKS 000000 I-2207-199440 101-4520-426 SUPPLIES (4) FIP COUPLING/PARKS 000000 I-2207-200222 101-4520-426 SUPPLIES MEMORY CARD MICRO SD/PARKS 000000 I-2207-200422 101-4520-426 SUPPLIES KEY SINGLE CUT/PARKS 000000	125.00
01-0433 WELLMARK BLUE CROSS BLU 1-08/01/22 101-4520-415 GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S 000000 1-0578 TWIN CITY HARDWARE & LU 1-2206-197707 101-4520-426 SUPPLIES WIRE WHEEL/PARKS 000000 1-2206-197866 101-4520-426 SUPPLIES CONNECT-CIRC ALERT-UNION/PARKS 000000 1-2206-197916 101-4520-426 SUPPLIES FIP BALL VALVE/PARKS 000000 1-2207-198689 101-4520-426 SUPPLIES INSERT PLUG-ADAPT-CLAMP/PARKS 000000 1-2207-199440 101-4520-426 SUPPLIES (4) FIP COUPLING/PARKS 000000 1-2207-200222 101-4520-426 SUPPLIES MEMORY CARD MICRO SD/PARKS 000000 1-2207-200422 101-4520-426 SUPPLIES KEY SINGLE CUT/PARKS 000000	
I-08/01/22 101-4520-415 GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S 000000 TWIN CITY HARDWARE & LU I-2206-197707 101-4520-426 SUPPLIES WIRE WHEEL/PARKS 000000 I-2206-197866 101-4520-426 SUPPLIES CONNECT-CIRC ALERT-UNION/PARKS 000000 I-2207-198689 101-4520-426 SUPPLIES FIP BALL VALVE/PARKS 000000 I-2207-199440 101-4520-426 SUPPLIES INSERT PLUG-ADAPT-CLAMP/PARKS 000000 I-2207-200222 101-4520-426 SUPPLIES (4) FIP COUPLING/PARKS 000000 I-2207-200422 101-4520-426 SUPPLIES MEMORY CARD MICRO SD/PARKS 000000 I-2207-200422 101-4520-426 SUPPLIES KEY SINGLE CUT/PARKS 000000	190.40
01-0578 TWIN CITY HARDWARE & LU I-2206-197707 101-4520-426 SUPPLIES WIRE WHEEL/PARKS 000000 I-2206-197866 101-4520-426 SUPPLIES CONNECT-CIRC ALERT-UNION/PARKS 000000 I-2206-197916 101-4520-426 SUPPLIES FIP BALL VALVE/PARKS 000000 I-2207-198689 101-4520-426 SUPPLIES INSERT PLUG-ADAPT-CLAMP/PARKS 000000 I-2207-199440 101-4520-426 SUPPLIES (4) FIP COUPLING/PARKS 000000 I-2207-200222 101-4520-426 SUPPLIES MEMORY CARD MICRO SD/PARKS 000000 I-2207-200422 101-4520-426 SUPPLIES KEY SINGLE CUT/PARKS 000000	
I-2206-197707 101-4520-426 SUPPLIES WIRE WHEEL/PARKS 000000 I-2206-197866 101-4520-426 SUPPLIES CONNECT-CIRC ALERT-UNION/PARKS 000000 I-2206-197916 101-4520-426 SUPPLIES FIP BALL VALVE/PARKS 000000 I-2207-198689 101-4520-426 SUPPLIES INSERT PLUG-ADAPT-CLAMP/PARKS 000000 I-2207-199440 101-4520-426 SUPPLIES (4) FIP COUPLING/PARKS 000000 I-2207-200222 101-4520-426 SUPPLIES MEMORY CARD MICRO SD/PARKS 000000 I-2207-200422 101-4520-426 SUPPLIES KEY SINGLE CUT/PARKS 000000	6,581.61
I-2206-197866 101-4520-426 SUPPLIES CONNECT-CIRC ALERT-UNION/PARKS 000000 I-2206-197916 101-4520-426 SUPPLIES FIP BALL VALVE/PARKS 000000 I-2207-198689 101-4520-426 SUPPLIES INSERT PLUG-ADAPT-CLAMP/PARKS 000000 I-2207-199440 101-4520-426 SUPPLIES (4) FIP COUPLING/PARKS 000000 I-2207-200222 101-4520-426 SUPPLIES MEMORY CARD MICRO SD/PARKS 000000 I-2207-200422 101-4520-426 SUPPLIES KEY SINGLE CUT/PARKS 000000	
I-2206-197916 101-4520-426 SUPPLIES FIP BALL VALVE/PARKS 000000 I-2207-198689 101-4520-426 SUPPLIES INSERT PLUG-ADAPT-CLAMP/PARKS 000000 I-2207-199440 101-4520-426 SUPPLIES (4) FIP COUPLING/PARKS 000000 I-2207-200222 101-4520-426 SUPPLIES MEMORY CARD MICRO SD/PARKS 000000 I-2207-200422 101-4520-426 SUPPLIES KEY SINGLE CUT/PARKS 000000	6.49
I-2207-198689 101-4520-426 SUPPLIES INSERT PLUG-ADAPT-CLAMP/PARKS 000000 I-2207-199440 101-4520-426 SUPPLIES (4) FIP COUPLING/PARKS 000000 I-2207-200222 101-4520-426 SUPPLIES MEMORY CARD MICRO SD/PARKS 000000 I-2207-200422 101-4520-426 SUPPLIES KEY SINGLE CUT/PARKS 000000	75.96
I-2207-199440 101-4520-426 SUPPLIES (4) FIP COUPLING/PARKS 000000 I-2207-200222 101-4520-426 SUPPLIES MEMORY CARD MICRO SD/PARKS 000000 I-2207-200422 101-4520-426 SUPPLIES KEY SINGLE CUT/PARKS 000000	29.99
I-2207-199440 101-4520-426 SUPPLIES (4) FIP COUPLING/PARKS 000000 I-2207-200222 101-4520-426 SUPPLIES MEMORY CARD MICRO SD/PARKS 000000 I-2207-200422 101-4520-426 SUPPLIES KEY SINGLE CUT/PARKS 000000	22.93
I-2207-200222 101-4520-426 SUPPLIES MEMORY CARD MICRO SD/PARKS 000000 I-2207-200422 101-4520-426 SUPPLIES KEY SINGLE CUT/PARKS 000000	7.16
I-2207-200422 101-4520-426 SUPPLIES KEY SINGLE CUT/PARKS 000000	16.99
	2.49
	114.97
I-2207-200000 101-4520-420 30FFHES FH WASHEN-DAG SCREW-FIX/FARKS 000000	27.00
I-2207-201880 101-4520-426 SUPPLIES HEX LAG SCREWS/PARKS 000000 I-2207-202488 101-4520-426 SUPPLIES CLAMPS/PARKS 000000	54.99 34.90
01-0582 SD DEPT. OF MOTOR VEHIC	
I-07/26/22 101-4520-426 SUPPLIES TITLE/PLATES-'22 FORD SUPERCAB 000000	24.20
01-0677 LAWSON PRODUCTS, INC.	
I-9309728716 101-4520-426 SUPPLIES (20) STEEL MIG/PARKS 000000	158.60
I-9309728717 101-4520-426 SUPPLIES PREM BL NITRILE GLOVES/PARKS 000000	311.88
01 1171 A C D DUGINEGO GOLUMION	
01-1171 A & B BUSINESS SOLUTION I-IN965676 101-4520-426 SUPPLIES CONTRACT BASE RATE/PARKS 000000	141.68
01-1681 BIERSCHBACH EQUIPMENT &	
I-02 738743 101-4520-426 SUPPLIES STAKE-WATTLE-STRAW BLNKT/PARKS 000000	411.00
01-3060 QUIK SIGNS	
I-38141 101-4520-426 SUPPLIES (2) 35X14 GRAPHIC CUTOUT/PARKS 000000	102.24
01-4217 VISIONARY LANDSCAPING	
I-INV030436 101-4520-422 PROFESSIONAL MOWING-358 WILLIAMS/PARKS 000000	75.00
I-INV030448 101-4520-422 PROFESSIONAL MOWING-75 STEWART ST/PARKS 000000	85.00
01-4345 ULINE	
I-151707565 101-4520-426 SUPPLIES BUCKET WRINGER/PARKS 000000	130.15
01-4669 KUBOTA LEASING	150.1.

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 05856 COMBINED - 8/2/22

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BUDGET TO USE: CB-CURRENT BUDGET

PAGE: 8

BANK: FNBAP

Section 4 Item a.

VENDOR			G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
11-4669	KIIBOTA I EVST	NG contin	beu				
11-4009				MACHINERY/EQU	SKID STEER LOADER QTR PYMI	I/PRK 000000	1,504.00
)1-4848	ADOBE INC	I-2227464380	101-4520-422	DDOFFSSIONNI	ACROBAT PRO LICENSES - PW	000000	67.96
1 4057			101 4320 422	TROPESSIONAL	ACROBAT TRO BICENSES TW	000000	07.30
11-4957	ONSITE FIRST	I-1273	101-4520-422	PROFESSIONAL	TABLETS-EYE DROP-BANDAGES/	/PRKS 000000	112.50
01-4973	STREET IMAGE	TRUCK & AU I-A311100	101-4520-422	PROFESSIONAL	SPRAY IN BEDLINER SHRT BOX	K/PRK 000000	559.00
				DEPARTMENT 5	20 PARKS	TOTAL:	10,849.09
01-0433	WELLMARK BLU	E CROSS BLU		GROUP INSURAN	WELLMARK BLUE CROSS AND BI	LUE S 000000	2,188.08
01-1786	PETTY CASH/H	ISTORIC PRE I-72522	101-4640-426	SUPPLIES	PETTY CASH REIMBURSE - PZ	000000	1.00
01-3060	QUIK SIGNS	I-37846	101-4640-426	SUPPLIES	(3) 18X24 ORACAL SIGNS/P&Z	Z 000000	163.26
01-4711	AMAZON CAPIT	AL SERVICES I-1RR6-XFMG-1C96	101-4640-426	SUPPLIES	LBL MKR TPE MECH PNCL - HE	P/PZ 000000	32.15
01-4848	ADOBE INC	I-2227464380	101-4640-426	SUPPLIES	ACROBAT PRO LICENSES - P&Z	Z 000000	203.88
				DEPARTMENT 6	40 PLANNING AND ZONING	TOTAL:	2,588.37

FUND 101 GENERAL FUND TOTAL: 124,881.37

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 05856 COMBINED - 8/2/22

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BUDGET TO USE: CB-CURRENT BUDGET

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BANK: FNBAP

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0233	SD LIBRARY	ASSOCIATION				=======
		I-300002641	206-4550-422	PROFESSIONAL MEMBERSHIP - LIBRAR	RY 000000	81.00
01-0433	WELLMARK B	LUE CROSS BLU				
		I-08/01/22	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLU	JE S 000000	732.51
01-1171	A & B BUSI	NESS SOLUTION				
		I-IN965965	206-4550-422	PROFESSIONAL COPIER CONTRACT - LIBRARY	000000	62.09
01-4711	AMAZON CAP	TTAL SERVICES				
		I-1113-TNR1-1QHN	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	42.29
		I-1G7F-PNRR-MD17	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	142.26
		I-1G7F-PNRR-MD17	206-4550-429	TECHNOLOGY/HO SCANNER - LIBRARY	000000	27.99
				DEPARTMENT 550 LIBRARY	TOTAL:	1,088.14

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 05856 COMBINED - 8/2/22

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

BUDGET TO USE: CB-CURRENT BUDGET

DEPARTMENT: 510 REC CENTER

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Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0433		======================================		=========			
		I-08/01/22	209-4510-415	GROUP INSURAN	N WELLMARK BLUE CROSS AND B	LUE S 000000	2,934.81
01-0545	LYNN'S DAKO	TA MART					
		I-001000771603	209-4510-426	SUPPLIES	BANANAS/REC CENTER	000000	42.89
01-0578	TWIN CITY H	ARDWARE & LU					
		I-2207-198194	209-4510-426	SUPPLIES	(6) EMT COUPLINGS/REC CEN	TER 000000	17.94
01-3836	MID-AMERICA	N RESEARCH C					
		I-0767376-IN	209-4510-426	SUPPLIES	BIG BAD ORANGE FL CLNR/REG	000000	134.74
01-4711	AMAZON CAPI	TAL SERVICES					
		I-1NNV-D4W6-6W3J	209-4510-426	SUPPLIES	MAGICARD COLOR RIBBON/REC	000000	78.95
				DEPARTMENT 5	510 REC CENTER	TOTAL:	3,209.33
 01-0475	DEADWOOD CH	AMBER & VISI					
		I-07/26/2022	209-4980-422	PROFESSIONAL	B&B BILL LIST THROUGH 7/2	5/22 000000	16,756.04
01-3309	THE LORD'S	CUPBOARD					
		I-07/18/22	209-4980-429	OTHER	2022 ALLOCATION	000000	2,500.00
							40.056.04
				DEPARTMENT S	980 SPECIAL EVENTS	TOTAL:	19,256.04
				FUND 2	209 BED & BOOZE FUND	TOTAL:	22,465.37
i				I OIND 2	200 200 4 00020 1000	1011111.	22, 400.01

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PACKET: 05856 COMBINED - 8/2/22

VENDOR SET: 01

FUND : 211 BID #9

DEPARTMENT: 630 BID #9 BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
======= 01-4576	DEADWOOD	CHAMBER - OUTL I-07/21/2022	211-4630-423	MARKETING BID #9 FUNDING	000000	80,000.00	
				DEPARTMENT 630 BID #9	TOTAL:	80,000.00	

FUND 211 BID #9 TOTAL: 80,000.00

Section 4 Item a.

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 05856 COMBINED - 8/2/22

VENDOR SET: 01

FUND : 212 BID #8 (Business Improve)

DEPARTMENT: 630 BID 8

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DES	SCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHA		212-4630-423	MARKETING	BTE	D #8 - KDN - WED EVENT	000000	25,000.00
		1 07/27/22	212 4030 423	MARKETING	DIL	7 #0 KDN WED EVENI	000000	23,000.00
01-0951	DEADWOOD AL	IVE						
		I-07/27/22	212-4630-423	MARKETING	BII	D #8 - SECOND PAYMENT-2022	000000	10,000.00
01-3602	DEADWOOD GAN	MING ASSOCIA						
		I-07/27/22	212-4630-422	PROFESSIONAL	BII) #8 CONTRIBUTION	000000	10,000.00
01-4380	CARTER FMX I	LLC						
		I-INV0034	212-4630-423	MARKETING	BII	D #8 - DEADWOOD MOTOCROSS	000000	15,000.00
				DEPARTMENT (200	BID 8	TOTAL:	60,000.00
				DEPARIMENT (
				FUND 2	212	BID #8 (Business Improve)	TOTAL:	60,000.00

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PACKET: 05856 COMBINED - 8/2/22

VENDOR SET: 01

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

DEPARTMENT: 630 BID

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

FUND 213 BID #1-6 (Business Imprv) TOTAL: 1,958.14

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESC	RIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAI	MBER & VISI I-07/26/2022	213-4630-423	MARKETING	BID	1-6 BILL LIST THRU 7/25/2	2 000000	1,958.14
				DEPARTMENT 63	30	BID	TOTAL:	1,958.14

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 05856 COMBINED - 8/2/22

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION
DEPARTMENT: 573 HP HISTORIC INTERPRETATION

DEPARTMENT: 573 HP HISTORIC INTERPRETATIO BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
 01-0578	======== TWIN CITY HA				=======	
		I-2207-198790	215-4573-335	HIST. INTERP. SNAPOFF KNIFE - ARCHIVES	000000	16.99
01-1495	GAYLORD BROS					
		I-2765592	215-4573-335	HIST. INTERP. 4PKGS-3" STORAGE TUBES-ARCHIVE	000000	693.76
01-1786	PETTY CASH/H	ISTORIC PRE				
		I-72522	215-4573-335	HIST. INTERP. PETTY CASH REIMBURSE - ARCHIVE	000000	26.40
01-4711	AMAZON CAPIT	AL SERVICES				
		I-1L99-P43Q-X4WV	215-4573-335	HIST. INTERP. TY CARDS - ARCHIVES	000000	13.48
				DEPARTMENT 573 HP HISTORIC INTERPRETATION	'OTAL:	750.63
01-0563	RCS CONSTRUC	TION				
		I-PAY APP 1 23 CENTE	215-4575-515	GRANT/LOAN RE 23 CENTENNIAL RETAINING WALL	000000	42,954.30
		I-PAY APP 1 9 SHINE	215-4575-515	GRANT/LOAN RE 9 SHINE RETAINING WALL	000000	2,205.22
01-4739	TWIN CITY HA	RDWARE-HP P				
		I-2206-197542	215-4575-525	GRANT/LOAN PA PAINT GRANT - 405 WILLIAMS	000000	119.97
		I-2207-198751	215-4575-525	GRANT/LOAN PA PAINT GRANT - 7 STEWART	000000	42.99
		I-2207-199346	215-4575-525	GRANT/LOAN PA PAINT GRANT - 7 STEWART	000000	315.31
		I-2207-200364	215-4575-525	GRANT/LOAN PA PAINT GRANT - 63 STEWART	000000	237.98
		I-2207-201583	215-4575-525	GRANT/LOAN PA PAINT GRANT - 52 DENVER	000000	484.94
		I-2207-202102	215-4575-525	GRANT/LOAN PA PAINT GRANT - 175 SHERMAN	000000	16.18
		I-2207-202175	215-4575-525	GRANT/LOAN PA PAINT GRANT - 164 CHARLES	000000	161.97
		I-2207-202231	215-4575-525	GRANT/LOAN PA PAINT GRANT - 66 TAYLOR	000000	277.94
		I-2207-202544	215-4575-525	GRANT/LOAN PA PAINT GRANT - 160 CHARLES	000000	89.98
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOAT	'OTAL:	46,906.78
01-0250	GLOVER, SAND	Y				
		I-072522	215-4576-630	PROFES. SERV. PAPER GOODS ICE COMMUNTY PCNC	000000	70.02
01-1786	PETTY CASH/H	ISTORIC PRE				
		I-72522	215-4576-630	PROFES. SERV. PETTY CASH REIMBURSE - BC	000000	64.00
01-2394	GUNDERSON, P	ALMER, NELS				
		I-118160	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	795.00
				DEPARTMENT 576 HP PROFESSIONAL SERVICES I	'OTAL:	929.02
01-0563	RCS CONSTRUC	TION				
		I-PAY APP 1 9 SHINE	215-4577-755	CAPITAL ASSET 9 SHINE RETAINING WALL	000000	1,470.16
01-0578	TWIN CITY HA	RDWARE & LU				

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Section 4 Item a.

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 05856 COMBINED - 8/2/22

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY F	MARDWARE & LU contir					
		I-2207-199429	215-4577-735		ET OSB WD SCRWS CLK ADH-		67.55
		I-2207-199846	215-4577-735	CAPITAL ASSE	ET PNTR TAPE BRSH PAINT-	CN HNDRL 000000	78.96
01-1731	WHEELER LUN	MBER OPERATIO					
		I-1340-035942	215-4577-735	CAPITAL ASSE	ET 64-2X10-10' FIR #1-CR	NST DECK 000000	3,146.58
01-1788	BLACK HILLS	TENT & AWNI					
		I-5138	215-4577-735	CAPITAL ASSE	ET COVERS FOR STADIUM SE	ATS-CN 000000	1,245.78
		I-5141	215-4577-735	CAPITAL ASSE	ET SHADE STRUCTURES-RG G	RANDSTAND 000000	9,322.60
01-4711	AMAZON CAPI	TAL SERVICES					
JI 4/11	AMAZON CALI	I-1LY1-VXV7-44PG	215-4577-735	CAPITAL ASSE	ET PANEL MOUNT CONNECTOR	S-CN 000000	79.98
				DEPARTMENT	577 HP FIXED CAPITAL	ASSETS OTOTAL:	15,411.61
01-0433	WELLMARK BI	.UE CROSS BLU					
		I-08/01/22	215-4641-415	GROUP INSURA	AN WELLMARK BLUE CROSS A	ND BLUE S 000000	6,578.46
01 1002	UDDIEON WIT	NET EGG					
01-1003	VERIZON WIF		015 4641 400		OTEN ADOUTEDOM (UD	000000	40.01
		I-9910835177	215-4641-428	UTILITIES	CITY ARCHIVIST/HP	000000	40.01
01-1786	PETTY CASH/	HISTORIC PRE					
		I-72522	215-4641-426	SUPPLIES	PETTY CASH REIMBURSE	- HP 000000	41.03
01-3558	DEADWOOD HI	STORY, INC.					
		I-32556	215-4641-423	PUBLISHING	TRUE WEST AD JUNE & S	EPT 2022 000000	950.00
01-4711	AMAZON CAPI	TAL SERVICES					
		I-1L99-P43Q-X4WV	215-4641-426	SUPPLIES	TY CARDS - HP	000000	13.48
		I-1RR6-XFMG-1C96	215-4641-426	SUPPLIES	LBL MKR TPE MECH PNCL	- HP/PZ 000000	32.15
01-4848	ADOBE INC						
		I-2227464380	215-4641-426	SUPPLIES	ACROBAT PRO LICENSES	- нр 000000	815.52
01-4974	POCKETFUL (DE POSTES					
01 45/4	TOCKETTOE		215 4641 426	CUIDDI TEC	DIAME V VIICIIEMDECVE	D.C. EXMITED 00000	75.00
		I-157831	213-4041-420	2055FIF2	PLANT - K KUCHENBECKE	RS FATHER UUUUUU	75.00
				DEPARTMENT	641 OFFICE HIST. PRES	. TOTAL:	8,545.65
				FUND	215 HISTORIC PRESERVA	TION TOTAL:	72,543.69

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 05856 COMBINED - 8/2/22

VENDOR NAME ITEM # G/L ACCOUNT NAME

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL BUDGET TO USE: CB-CURRENT BUDGET Section 4 Item a.

BANK: FNBAP

CHECK# AMOUNT

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====== 01-4687	TREE WISE ME	======== N I-663	216-1310	DUE FROM OTH	==== E 39	WASHINGTON - THORESEN	000000	1,491.00
				DEPARTMENT		NON-DEPARTMENTAL	TOTAL:	1,491.00
01-1496	LAWRENCE CO.	REGISTER O						
		I-072722	216-4653-960	CLOSING CO	RE	C FEE 23 CENTENNIAL OWENS	000000	60.00
		I-072722-2	216-4653-960	CLOSING CO	RE	C FEE 56 LINCOLN THOMPSON	000000	60.00
01-4416	ANCESTOR CON	CRETE & MAS						
		I-2461	216-4653-962-04	SIDING GRANT	SI	DING 12 WASHINGTON FOGLE	000000	9,046.00
		I-2461-2	216-4653-962-08	FOUNDATION G	R FO	UNDATION-12 WASHINGTON - F	OG 000000	4,300.00
01-4438	DAKOTA TITLE							
		I-OE-0526-22	216-4653-960	CLOSING CO	0 & 2	E 56 LINCOLN THOMPSON	000000	120.00
		I-OE-0528-22	216-4653-960	CLOSING CO	0&1	E 23 CENTENNIAL OWENS	000000	120.00
					653	REVOLVING LOAN	TOTAL:	13,706.00
				DEFARIMÉNI		NEVOLVING LOAN	TOTAL.	
				FUND	216	REVOLVING LOAN	TOTAL:	15,197.00

DESCRIPTION

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 05856 COMBINED - 8/2/22

VENDOR SET: 01

FUND : 602 WATER FUND DEPARTMENT: 330 WATER

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

PAGE: 17

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0433		======================================	=========	========			
		I-08/01/22	602-4330-415	GROUP INSURAN	N WELLMARK BLUE CROSS AND BLUE	S 000000	5,839.65
01-0561	SOUTH DAKOT	A 811					
İ		I-SD22-01700	602-4330-422	PROFESSIONAL	LOCATE MESSAGE-FAX FEES/WATE	CR 000000	67.76
01-0578	TWIN CITY H	ARDWARE & LU					
		I-2207-202456	602-4330-426	SUPPLIES	32 OZ CLOROX CLEAN UP/WATER	000000	4.89
01-1003	VERIZON WIR	ELESS					
		I-9910835177	602-4330-422	PROFESSIONAL	PLUMA TANKS/WATER	000000	40.03
		I-9910835177	602-4330-422	PROFESSIONAL	MCGOVERN DENVER DWD HILL/WTF	000000	120.03
		I-9910835177	602-4330-422	PROFESSIONAL	LEE OFFICE PLUMA E MAIN/WATE	R 000000	160.04
		I-9910835177	602-4330-422	PROFESSIONAL	ON CALL PHONE/WATER	000000	46.99
		I-9910835177	602-4330-422	PROFESSIONAL	ON CALL PHONE/PARKS	000000	41.99
01-1171	A & B BUSIN	ESS SOLUTION					
		I-IN965675	602-4330-426	SUPPLIES	CONTRACT BASE RATE/WATER	000000	74.76
01-1365	SD PUBLIC H	EALTH LAB					
		I-10605238	602-4330-422	PROFESSIONAL	COLIFORM TESTING/WATER	000000	30.00
01-3060	QUIK SIGNS						
		I-38078	602-4330-426	SUPPLIES	WATER DEPT MAP/WATER	000000	513.00
01-3991	MIDCONTINEN	T TESTING LA					
		I-118587	602-4330-422	PROFESSIONAL	TESTING DOG PARK SPRING/WATE	R 000000	17.50
01-4107	UTILITY SER	VICE CO., IN					
		I-562489, 562490	602-4330-422	PROFESSIONAL	2 GR STG MCGOVERN TANKS CLNI	NG 000000	53,723.00
01-4848	ADOBE INC						
		I-2227464380	602-4330-422	PROFESSIONAL	ACROBAT PRO LICENSES - PW	000000	67.96
				DEPARTMENT 3	330 WATER	TOTAL:	60,747.60
							60 747 60

FUND 602 WATER FUND TOTAL: 60,747.60

7/29/2022 11:05 AM PACKET: 05856 COMBINED - 8/2/22

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 18

VENDOR SET: 01

FUND : 607 HISTORIC CEMETERIES DEPARTMENT: 580 HISTORIC CEMETERIES

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
 01-1786	PETTY CASH/	======================================				========	========
		I-72522	607-4580-426	SUPPLIES	PETTY CASH REIMBURSE - MM	000000	12.80
01-3838	BLUEPEAK						
		I-071622MM-GS	607-4580-428	UTILITIES	MT MORIAH GS 7/20/22-8/19/22	000000	138.35
		I-071622MM-SA	607-4580-428	UTILITIES	MT MORIAH SA 7/20/22-8/19/22	000000	40.87
		I-071622MM-TB	607-4580-428	UTILITIES	MT MORIAH TB 7/20/22-8/19/22	000000	125.60
01-4687	TREE WISE M	EN					
		I-675	607-4580-422	PROFESSIONAL	1-TREE REMOVAL ST AMBROSE	000000	450.00
		I-677	607-4580-422	PROFESSIONAL	2-TREE REMOVAL MT MORIAH	000000	2,000.00
				DEPARTMENT S	580 HISTORIC CEMETERIES	TOTAL:	2,767.62
				FUND	607 HISTORIC CEMETERIES	TOTAL:	2,767.62

REGULAR DEPARTMENT PAYMENT REGISTER

PACKET: 05856 COMBINED - 8/2/22

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION DEPARTMENT: 360 PARKING/TRANSPORTATION BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

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PAGE: 19

VENDOR	NAME		G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0433		======================================				=======	=======
		I-08/01/22	610-4360-415	GROUP INSURAN	N WELLMARK BLUE CROSS AND BLU	E S 000000	3,563.05
01-1003	VERIZON WIR	ELESS					
		I-9910835177	610-4360-422	PROFESSIONAL	PD ORDINANCE VEHICLE/P&T	000000	40.01
		I-9910835177	610-4360-422		(3) PARKING ENFORCEMT SYS/P		275.94
		I-9910978999	610-4360-422	PROFESSIONAL	PHONE SERVICE/METERS/P&T	000000	40.01
01-4356	THE UPS STO	RE #5137					
		I-12207155137A014306	610-4360-426	SUPPLIES	SHIP ZEBRA PRINTER REPAIR-P	000000 T&	13.58
01-4687	TREE WISE M	EN					
		I-676	610-4360-422	PROFESSIONAL	REMOVAL OF TREES PARKING GA	RAG 000000	2,400.00
01-4711	AMAZON CAPI	TAL SERVICES					
		C-1HTP-6PRJ-WN7N	610-4360-426	SUPPLIES	(3) GALAXY S22 BATTERY CASE	S/P 000000	179.97-
							6 450 60
				DEPARTMENT 3	360 PARKING/TRANSPORTATION	TOTAL:	6,152.62
01-0433	WELLMARK BL	UE CROSS BLU					
İ		I-08/01/22	610-4361-415	GROUP INSURAN	N WELLMARK BLUE CROSS AND BLU	E S 000000	0.00
01-0545	LYNN'S DAKO	TA MART					
		I-002000170855	610-4361-426	SUPPLIES	(15) 24 PAK BOTTLE WATER/TR	OLL 000000	59.85
01-1410	WESTERN COM	MUNICATIONS,					
		I-16803	610-4361-426	SUPPLIES	CONNECT CRIMP-MIC CLIP/TROL	LEY 000000	26.00
01-1827	MS MAIL & M	ARKETING					
		I-13230	610-4361-426	SUPPLIES	TROLLLEY PASS 2512-5013	000000	250.00
01-4975	OBAN, DEBRA						
		I-07/15/22	610-4361-426	SUPPLIES	REIMBS.RETIREMENT CAKE/TROL	LEY 000000	67.08
							100.00
				DEPARTMENT 3	361 TROLLEY DEPARTMENT	TOTAL:	402.93
01-2164	ONE WAY SER	VICE PROS					
		I-21199	610-4362-425	REPAIRS	AIR CONDITIONER REPAIRS/RAM	P 000000	309.42
				DEPARTMENT 3	362 BROADWAY GARAGE	TOTAL:	309.42
				FUND 6	510 PARKING/TRANSPORTATION	TOTAL:	6,864.97
					REPORT GRAN	D TOTAL:	448,513.90

DEADWOOD VOLUNTEER FIRE DEPARTMENT BY-LAWS ARTICLE I – DEPARTMENT ORGANIZATION

- Section 1 There shall be elected at the annual meeting of the

 Department a Fire Chief, Secretary/Treasurer, President and

 Vice President with the Fire Chief to be confirmed by the City of

 Deadwood through a vote of its governing board.
- Section 2 The following shall be appointed by the Fire Chief: no more than three Assistant Chiefs, which shall be ranked, a Training Officer, Firewise Officer. Public Information Officer, Safety Officer, and Captains as required.
- Section 3 All appointed or elected officers, as provided in the Constitution and By-laws of this Department, shall hold office for a period of one year or until the next annual meeting. Appointed or elected officers shall officially take office immediately after the annual banquet. Vacancies occurring in any office of this Department shall be filled by appointment by the Fire Chief at the next regular meeting.
- Section 4 No elected officer may serve more than five consecutive terms in any one office.
- Section 5 The following shall be nominated by the Fire Chief and confirmed by a vote of the Department membership: a three-member Board of Trustees.

- Section 6 Active and special duty members shall be confirmed by the City of Deadwood's governing board and shall be protected under the Worker's Compensation Act of South Dakota.
- Section 7 Any person meeting eligibility requirements of the DVFD Constitution and having successfully completed the membership application packet and having passed review by the membership committee, which consists of the Chief Officers, shall be eligible for nomination to membership.
- Section 8 Only members in good standing as defined in the DVFD Constitution, shall be eligible to vote in the meetings of the Department, provided further that members of this Department may not vote by proxy.
- Section 9 In responding to all emergencies and calls the Incident Command System (ICS) shall be used.

ARTICLE II - FIRE CHIEF

- Section 1 May call meetings.
- Section 2 Shall keep a strict watch on all the property and apparatus of the Department, shall attend to the business of the Department to the best of his/her ability and shall have management of Department equipment and personnel under the terms and conditions of the DVFD Constitution and By-laws.

- Section 3 Shall be present, if possible, at all incidents and coordinate Department efforts.
- Section 4 Shall determine all cases of violations of any rules, regulations, orders of the Department or other breach of discipline and shall have the power to punish the offending party, reprimand, reduction in rank, suspension as per Article XV. In the case of expulsion of any member, the member shall have the right of appeal to the membership of the Department for reinstatement to be determined by a two-thirds (2/3) favorable vote of the members present when the appeal is acted upon.
- Section 5 Shall be a signatory to all financial accounts of the Department as a co-signor with the President, Secretary/Treasurer, Vice President, and the Fire Maintenance Fire Service Technician.
- Section 6 Shall be the ex-officio member of all committees.
- Section 7 Shall appoint an Emergency Assistance Committee consisting of three members, known only to the Chief and members of the committee. This committee shall have the responsibility of investigating and recommending to the Fire Chief a grant be made to a member in distress not to exceed five hundred dollars (\$500.00).

ARTICLE III - ASSISTANT CHIEFS

- Section 1 It shall be the duty of the ranking Assistant Chief to perform the duties of the Fire Chief until relieved by a higher-ranking officer.
- Section 2 It shall be the duty of the Assistant Chiefs to assist the Chief in the discharge of any duties of the Chief.

ARTICLE IV – FIRE MAINTENANCE FIRE SERVICE TECHNICIAN

- Section 1 It shall be the duty of the Fire Maintenance Fire Service

 Technician to have charge of the care and repair of all equipment.

 Be responsible for the state of the equipment, see that it is kept in good order, and ready for service.
- Section 2 Shall perform such duties as the Fire Chief may prescribe.
- Section 3 Shall be a signatory to all financial accounts of the Department as a co-signor with the Fire Chief, President, Secretary/Treasurer, and Vice President.

ARTICLE V – DRIVER/OPERATOR

- Section 1 Primary responsibility shall be to deliver the apparatus to the scene efficiently and to operate it safely.
- Section 2 Shall shut off all operations only on order given by the Incident

Commander (IC) or designee.

- Section 3 Orders may be transmitted to the driver/operator by giving the name of the officer issuing the order. After receiving orders the driver/operator will operate according to those orders and will not on any account allow his/her attention to be withdrawn from his/her duty by strangers or leave his/her position for any reason except by permission of his/her the commanding officer.
- Section 4 Shall have possession of a valid driver's license.
- Section 5 Shall possess State of South Dakota approved driver/operator certification or be approved by the Training Officer.

ARTICLE VI – TRAINING OFFICER

- Section 1 Shall design, order and lead evaluation of all Department training events and provide information concerning training opportunities for Department members.
- Section 2 Shall hold current SD Fire Instructor certification.
- Section 3 Shall be responsible for evaluation of Driver/Operator certification for each apparatus.

ARTICLE VII - SAFETY OFFICER

Section 1 Shall execute duties as per National Fire Protection

Association (Current Version)1500-1501.

ARTICLE VIII - PRESIDENT

- Section 1 Shall be Administrative Officer for all business matters of the Department, preside at business meetings, appoint committees, give the deciding vote in the event of a tie vote, decide all questions of order and may call meetings of the department for business matters.
- Section 2 Shall be responsible for the annual meeting and banquet.
- Section 3 Shall appoint an audit committee before the annual meeting whose duty shall be to report on the state of the financial books at that meeting.
- Section 4 Shall appoint a nominating committee before the annual meeting to nominate the slate of officers.
- Section 5 Shall appoint a finance committee, not to exceed three members. This committee's duty shall be to review and recommend action on the monthly financial report.
- Section 6 Shall be a signatory to all financial accounts of the Department as a co-signor with the Fire Chief, Secretary/Treasurer, Vice President and Fire Maintenance Fire Service Technician.

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ARTICLE IX - VICE PRESIDENT

- Section 1 Shall assist in administrative duties and shall also assume the duties of the President when necessary.
- Section 2 Shall be responsible for Fire Prevention Week activities.
- Section 3 Shall oversee recruitment of Junior and Senior members.

ARTICLE X – SECRETARY/TREASURER

- Section 1 Shall keep an accurate record of all business meetings held during the year, regular and special, all to be summarized in a report to be filed at each annual meeting.
- Section 2 Shall keep a roster of complete membership of the

 Department, and shall maintain a record of member's attendance at fires, meetings, and training.
- Section 3 Shall be responsible for notifying all members of any business meeting at least six hours previous either by telephone, mailed notice, email, or paging device.
- Section 4 Shall keep a record of the following: the date, location and cause of fires and the estimated amount of loss.
- Section 5 Shall write all communications, fill out all certifications, have charge of the Department's seal and issue notices as directed.
- Section 6 Shall keep a suitable set of receipts and disbursements of all funds.

- Section 7 Shall only expend funds as approved by the membership at a regular or special meeting. The only exception to this shall be disbursement of funds, under the conditions of Section 7 of the Fire Chief Articles not to exceed five hundred dollars (\$500.00) to any member of the Department designated as in distress.
- Section 8 Shall at each meeting give an account on the status of the Department's finances and City of Deadwood Fire Department budget. At each annual meeting give a detailed report of the receipts and disbursements during the preceding fiscal year.
- Section 9 All moneys so entrusted to the Treasurer shall be placed on deposit in the City of Deadwood Lawrence County, South Dakota under the name of the Deadwood Volunteer Fire Department. All requests for Capital expenditures from the City of Deadwood budgets will be approved by the membership.
- Section 11 Shall be a signatory to all financial accounts of the Department as a co-signor with the President, Fire Chief, Vice President, and Fire Maintenance Fire Service Technician.

ARTICLE XI -PUBLIC INFORMATION OFFICER

Section 1 Planning and hosting press conferences to announce major news or address crises as directed and approved by the Fire Chief or the incident commander.

- Section 2 Preparing press releases, speeches, articles, social media posts, and other materials for public consumption as directed by the Fire Chief or Incident Commander.
- Section 3 Maintaining good working relationships with media organizations.
- Section 4 Collaborating with Fire Chief, President, and Vice-President to ensure a cohesive public image.
- Section 5 Working to organize and host public events and promotions.
- Section 6 Speaking directly to the public or media to address questions and represent the organization.
- Section 7 Shall oversee all social media accounts, including the Fire Department's website.
- Section 8 There shall be at least one assistant and no more than two assistants. The assistant(s) will be recommended for a yearly appointment by the Public Information Officer to the Fire Chief.

ARTICLE XII- TRUSTEES

- Section 1 It shall be the duty of the Trustees to have and take charge of the property of the Department and see that it is taken care of properly.
- Section 2 If the Fire Chief is also fulfilling the duties of the Fire

 Maintenance Fire Service Technician, the Trustees will oversee the

Fire Maintenance Fire Service Technician duties.

ARTICLE XIII- MEMBERSHIP

- Section 1 It shall be the first duty of all members of the Department to obey all commands of their officers while on duty.
- Section 2 Every person who is appointed as a member and confirmed by the City of Deadwood's governing board shall agree to the provisions of the DVFD Constitution and By-laws.
- Section 3 It shall be the duty of members to be prompt at all meetings, on every emergency call to duty and to assist in getting the apparatus to the incident and in readiness for operation as soon as possible. In case all required apparatus has left the station to proceed immediately to the location of the incident and report for duty to the Incident Command. After a call, all members shall assist in preparing vehicles for readiness to go out to the next call.
- Section 4 No member shall be excused from attending any regular or special meeting, reporting for training or responding to incidents, except on the grounds of absence from the city, of sickness or of absolute necessity.
- Section 5 No member shall bring to the station grounds, or cause to be brought or consumed, any alcoholic beverage or illicit drugs. No member shall respond to any incident under the influence of any

- judgment impairing substance. No member shall consume any alcoholic beverage or judgment impairing substance at a fire ground.
- Section 6 All members shall behave in a courteous and professional manner when representing the Department. All members shall perform such other duties as the Fire Chief or other Officers may prescribe.

ARTICLE XIV- OTHER CLASSES OF MEMBERSHIP

- Section 1 Special Duty members: must seek membership by the same process as other members. Members appointed to special duty status are not required to attain the same certifications or standards of training as regular duty members. Special duty members will serve only in such capacities and under such circumstances as directed by the Fire Chief, in consultation with all officers. Restrictions on Special Duty members shall be documented and filed with the Secretary/Treasurer. Special duty members shall have all other membership privileges.
- Section 2 Honorary members: shall be those who have completed

 10 years of membership with the Department and received approval of a vote of the members at any regular meeting to have their membership converted to honorary status. Honorary members may attend any Department meeting or function and may speak to

issues if recognized by the chair of such meetings but may not vote.

Honorary members shall be regarded as other members except in the matter of attendance. Honorary members shall in no manner interfere with or attempt to perform the duties of the other members.

ARTICLE XV – DISCIPLINARY MEASURES

Section 1 Any officer of the Department, for misuse of his authority or misconduct in office, may be impeached and removed from his office by a two-thirds (2/3) favorable vote of the whole number of eligible voting members. The charge against the officer shall be made in writing and filed with the Secretary/Treasurer or President at least one month before any vote shall be taken upon it at a regular meeting. A copy of said charge shall be served upon the officer by the Secretary/Treasurer or President at least two weeks in advance of the time for consideration of the charge by certified mail, return receipt requested. Members of the Department shall also be notified at least two weeks in advance of the time for consideration of the charge by mail by the Secretary/Treasurer or President. The Vice President shall assume duties outlined in this Article for either the Secretary/Treasurer or the President if necessary.

Section 2 Any member violating any of the provisions of the DVFD

- Constitution and By-laws may be liable to reprimand, reduction in rank, suspension or may be expelled from the Department.
- Section 3 Any member deemed delinquent in lack of attendance at meetings, participation at training, and response to incidents, during the twelve months preceding the annual meeting may be requested to appear before the membership committee to determine the status of their membership. The review of attendance is to be done the month following the annual meeting.
- Section 4 Any member dropped from the roll shall be notified in writing by the Fire Chief. Reinstatement on the roll can only be obtained upon application to the membership committee, who shall present such reinstatement request to the membership at the next business meeting for a two-thirds (2/3) favorable vote at that meeting.
- Section 5 In the case of expulsion of any member, the member shall have the right of appeal to the membership for reinstatement to be determined by a two-thirds (2/3) favorable vote of the whole number of eligible voting members.

ARTICLE XVI - RULES OF CONDUCT FOR MEETINGS

Section 1 Shall be the Deadwood Volunteer Fire Department Rules of Order adopted July 8, 2021. Revised (current date)

Rules shall be posted conspicuously in the meeting room.

ARTICLE XVII – DEFERRED COMPENSATION PLAN

- Section 1 The plan shall be administered by a seven-member committee, chaired by the Fire Chief. The other members shall be the Secretary/Treasurer, President, a Trustee, two members elected at the annual business meeting to alternating two-year terms, and the City Fire Commissioner.
- Section 2 Eligibility shall be defined as having served five years in the Deadwood Volunteer Fire Department. Start time of eligibility is upon completion of the SD Certified Firefighter training course. If that training is completed in the first year from joining, then the entire year will count as eligible. Other Certified Firefighter training courses may be approved for eligibility by the committee on a case-by-case basis. There shall be no maximum number of years a member may participate in the program.
- Section 3 The plan will initially distribute funds at a rate of \$500 starting in the year 2005 for qualified service. Starting in 2009; \$600 will be paid per year for qualified service. In year 2021; \$1000 will be per paid year of qualified service. This rate may change at the discretion of the committee.
- Section 4 Qualified year shall be defined as:
 - a. Members must attend 75% of business meetings. Five hours of committee/maintenance work may be substituted for each business

meeting missed.

- b. Members must complete 40 hours of approved training per year.
 Of which 20 hours must be in house training.
- c. Members must attend 25% of all fully paged incident calls.
 Three approved training hours may be substituted for an incident call.
 Training hours accumulated in (b) above maybe used for each substitution.

Section 5 Administration:

- a. Compensation payments will be made at the start of the Deadwood Volunteer Fire Department fiscal year if the necessary paperwork has been completed and all Department equipment has been returned. Payment can be for the qualified year's amount or the accumulated amount in member's account. In the event of a qualified member's death, payment will be made to the member's estate or listed beneficiary within sixty days.
- b. If a member resigns or retires from the department, then rejoins within one two years and no payment has been made; the member is re-entered into the system, with no monetary value as if he/she never left.
- c. Members with less than five but more than one year of service shall be credited for prior years of service if they rejoin the department within two years of their resignation date.

- d. Members re-entering service after having received payment must either buy back their prior years of service at the current rate or start with no years of qualified service. All service buybacks must be for the full number of years originally paid.
- e. Eligible former members rejoining the system will be credited with their prior service time up to a maximum of five years.
- f. c. It shall be the member's responsibility to make sure all their attendance and training records are correct. The DVFD shall publish quarterly summaries of these records.
- Section 6 Appeals by members to waive the above rules may be taken to the committee that may waive these rules by majority vote of the full committee.
- Section 7 An investment fund shall be established by the committee.

 This fund shall have a balance at all times sufficient to cover 125% of all possible obligated payments the Plan is obligated for. The insurance rebate will be placed in this fund along with other necessary monies.

ARTICLE XVI XVIII – AMENDMENT PROCEDURES

- Section 1 No alteration or amendments shall be made to the DVFD Bylaws unless proposed at a regular business meeting.
- Section 2 Proposed amendment(s) shall be referred to a committee

which shall report at the next business meeting, when such amendment(s) may be acted on and adopted by a two-thirds (2/3) vote of the members present at the meeting.

Section 3 However, due notice of the proposed amendment(s) shall be made to the Department membership by the Secretary/Treasurer, either through the press or through direct mail or email at least ten (10) days before any such amendment(s) is to be considered. If emailed, the notice shall require a dated received and read notice.

Section 4 Any amendment that has a direct relationship to any other amendment(s) shall be voted on collectively as one amendment.

Previous version was approved May 12, 2004, current version approved by Fire Department Membership July 8, 2021.

Approved by City Commission on February 7, 2022.

Original Constitution and By-laws prepared in 1941 by Edward S. Keene, Fire Chief; Earl B. Morford, Chairman; Guy Williams and Robert D. Swanson.

AUTO/PROPERTY CLAIM NOTICE - MEMBER TO COMPLETE

SDPAA Member:	ty of Deadwood	
Member Address:	02 Sherman St. Dead	wood
Contact Person:	SSICCA Pho Location of Loss:	one No:
Date of Loss:	Location of Loss:	634 Main St.
Description of Loss (What ha	ppened?):	
City had s	190 hanging on ab	usiness property and
)	it caused during	gr.
		0
AUTO:		
Member Vehicle: Year:	Make:Model:	
License Plate No:	Make:Model: VIN #:	
Estimated Amount of Loss:		
Member Driver Job Title:		
Member vehicle used with pe	ermission? 🗌 Yes 🗌 No	
Purpose of Use:		
	vehicle:	
Lien holder (if none, so indica	ate):	
PROPERTY: List a detailed description of	all Member property damaged:	e attached
Was any other party respons	d? Yes No (Attach reports to t ible for this loss?	
Member Special Requests: _	,	
This form has been complete Name (Please Print): Address: Telephone No.: (102 Sherman St	Deadwood Date: 7 (22/22
Forward To:	Claims Associates, Inc.	
	P O Box 1898	
	Sioux Falls SD 57101	
	Phone: 1-888-613-7064 Fax: 1-6	505-333-9835
	SDPAAclaims@claimsassoc.com	

SDPAA CLAIMANT REPORT NOTICE

TO BE COMPLETED BY INJURED/DAMAGED PARTY

PLEASE COMPLETE ALL RELATED AREAS AND ATTACH ANY BILLS, RECEIPTS, OR ESTIMATES. FORM <u>MUST</u> BE SIGNED AND DATED.

Name of Mem	ber claim being made against City of Deadwood						
	on(s) making claim Toby L. Keehn, Mustang Sally's, Inc. Preferred phone 605-578-2025						
	ain Street, Deadwood, SD 57732-1124 Other phone n/a						
	nt/Accident May 2022 Time of Incident/Accident unknown (a.m.) unknown (p.m.)						
Location of Inc	rident/Accident 634 Main Street, Deadwood, SD						
Type of incider	nt: (Check all that apply) { } Injured Person 🥻 Property Damage { } Both { } Other						
INJURED							
PERSON	Occupation Employer Did you see a doctor? { } Yes { } No Doctor's Name						
I ENSON	Were you hospitalized? { } Yes { } No Hospital						
	Have you returned to work or school? { } Yes { } No Date of Birth:						
	Describe Incident/Accident						
	Fuhant of lating.						
	Extent of Injury						
	Why were you on the premises?						
	Name of law enforcement officer or governmental authority to whom this injury was reported:						
PROPERTY	List property (age) damaged Rear corner of building located at 634 Main Street in Deadwood, SD along Broadway						
DAMAGE	Alley and Wall Street. Building was built in 1939.						
(Including	How was property damaged? An unknown vehicle hit a projecting sign installed by the City of Deadwood and pulled						
Automobile)	a portion of the building apart at the rear corner of the building.						
	Driver, if other than owner unknown						
	Address unknown						
	Preferred Phone: unknown Other Phone: unknown						
	Auto: Year, Make & Model unknown VIN: unknown						
	Describe Incident/Accident: An unknown vehicle hit a projecting traffic control sign installed on the building by the City						
	of Deadwood and caused damage to the masonry on the rear corner of the building.						
•	Place where vehicle can be inspected n/a						
	Estimated Cost of Repair \$4,800.00 (See attached quote)						
* * * * * * * * * * * *							
	SOUTH DAKOTA LAW REQUIRES THE FOLLOWING:						
	otice prerequisite to action for damages – Time limit. No action for the recovery of damages for						
	, property damage, error or omission or death caused by a public entity or its employees may be						
	ainst the public entity or its employees unless written notice of the time, place and cause of the to the public entity as provided by this chapter within one hundred eighty days after injury.						
	ersons to whom notice must be given. Notice shall be given to the following officers as applicable: In						
	ounty, to the county auditor; In the case of a municipality, to the mayor or city finance officer; In the public entities, to the chief executive officer or secretary of the governing board.						
	AR HO						
07/25/2022							
Date	Signature of Claimant						
Date	Signature of Claimant (if more than one person making claim)						

Ancestor Concrete & Masonry LLC

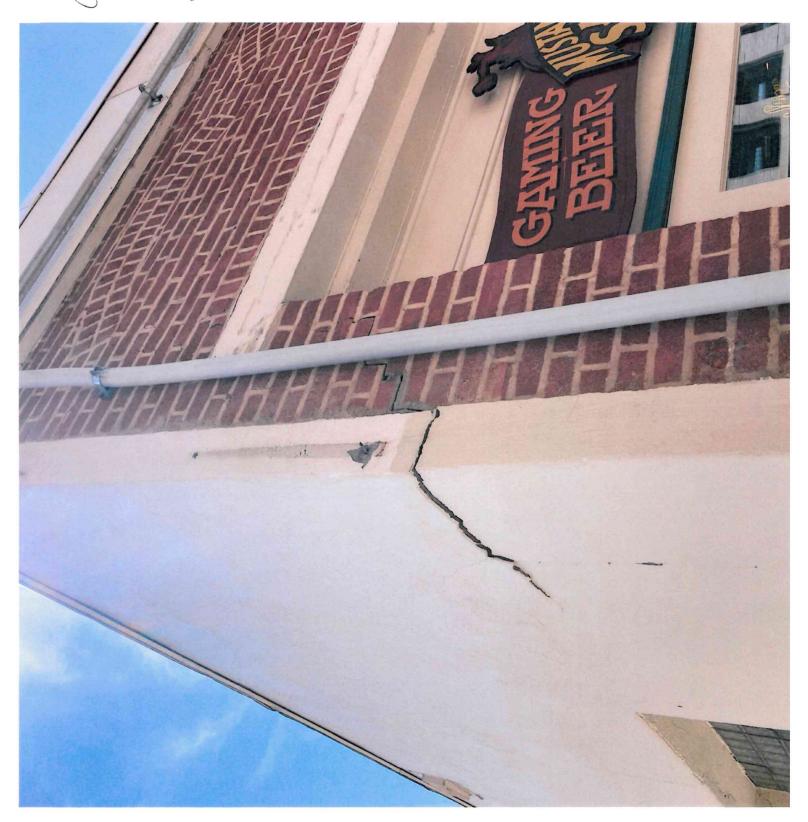
10239 Buena Vista Lane Belle Fourche, SD 57717 Vance Heidegger • (605) 569-2657

PROPOSAL AND ACCEPTANCE

3491

(111, 111		
PROPOSAL SUBMITTED TO	PHONE	DATE
STREET Deadwood		7-22-22
OTTLE !	JOB NAME	
MAIN St	musta	g Spllys
CITY, STATE AND ZIP CODE	JOB LOCATION	, -
ARCHITECT DATE OF PLANS		JOB PHONE
DATE OF FLANS		JOB PHONE
We hereby submit specifications and estimates for:	Repair on	N.W Corper
Brick Roppier Grind Joint's New		
Stuces repair: Epoxy Crackin		
	12 ounce m.	esh provid army
Fine Finish to match builden	Best As	possible.
Note will not be perfect		
City of Deadwool to provide		
J 6	,	
	-	
We propose hereby to furnish material and labor co	mplete in accordance wit	h above specifications, for the sum of:
Payment to be made as follows:		
Due upon Completon.		
		_
All material is guaranteed to be as specified. All work to be completed in a workman-like mann		norized
to standard practices. Any alteration or deviation from above specifications involving extra executed only upon written orders, and will become an extra charge over and above the	costs will be Sign	nature
agreements contingent upon strikes, accidents or delaysbeyond our control. Owner to carry	fire, tornado	Note: This proposal may be
and other necessary insurance. Our workers are fully covered by Workmen's Compensation		drawn by us if not accepted within days.
Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized		
to do the work as specified. Payment will be made as outlined above.	Signature	
Date of Acceptance	Signature	48

Conduiting Multing out, Steen wire Showins



Section 6 Item g.

Bluepeak Business Services Agreement

BUSINESS SERVICE ORDER

Name of Customer: Jessicca McKeown Phone: 605 722-0790 Name of Business: City of Deadwood Finance Office Date: July 15, 2022

Physical Address: 102 Sherman St Deadwood SD Billing Address: 102 Sherman St Deadwood SD

57732 57732

Contract Terms:36 month(s)

Sales Rep: Rick Griffith

Product	Line Description N		Qty	Sales Price	Install Fees	Monthly Charges
Data		,				
WiFi Extender	eero WiFi Extender	New	5	\$3.00	\$0.00	\$15.00
V-Line	Vast Line	Renewal	2	\$200.00	\$0.00	\$400.00
Vast Boost	Bus eero Boost N		1	\$15.00	\$0.00	\$15.00
Dedicated Internet	Dedicated Internet	Upgrade	1	\$850.00	\$0.00	\$850.00
Voice						
Vast Voice	Business Voice	Renewal	2	\$20.00	\$0.00	\$40.00
\$.05 Per Minute Call Plan	.05 Min Call Plan	Renewal	2	\$0.00	\$0.00	\$0.00
Installation	Bus Install Telephone	Renewal	1	\$0.00	\$0.00	\$0.00
DID Number	DID Number Renewal		3	\$0.10	\$0.00	\$0.30
Pricing subject to approval after internal review Total:					\$ 0.00	\$ 1,320.30

Special Instructions:		
Promotional Offer Details:		
Directory Listing Information - Addr	·ess:	
Directory Listing: Listing: Phone:	YP Heading: SIC Code: YPH Code:	
This Service Order is subject to and is hereby incorporated by reference into You agree and understand that prices do not include taxes, fees, or surcharge non-governmental fees and charges (such as subscriber line charges, line fee	es, which may include government-imposed fees and taxes, government-imposed fees and taxes are taxed for the feet and taxes.	nent program fees (such as TRS and universal service), and

Sales Rep: Rick Griffith 7/15/2022

The taxes and fees may be changed at any time. During the initial term of this Service Order, your quoted MRC for Internet services will not change. Video service prices are subj

ct to hyual increases.

(Initials)



BY ENTERING INTO AN ORDER WITH CLARITY TELECOM, LLC D/B/A BLUEPEAK, OR ANY OF ITS AFFILIATES (INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS "BLUEPEAK"), CUSTOMER HEREBY AGREES TO THE TERMS OF THIS MASTER SERVICES AGREEMENT (THIS "AGREEMENT"). ALL ORDERS AND ANY TERMS AND CONDITIONS, GUIDEBOOKS AND SERVICE GUIDES, PROVIDED ON BLUEPEAK'S WEBSITE, AS MODIFIED FROM TIME TO TIME, ARE INCORPORATED BY REFERENCE INTO THIS AGREEMENT AS IF THOSE DOCUMENTS ARE SET FORTH ORIGINALLY HERE.

1. **DEFINITIONS**

- 1. "Effective Date" is the date that the last Party signs the Agreement.
- 2. "Order" means a written, electronic, or verbal order, or purchase order governed by the terms and conditions of this Agreement, submitted, or confirmed by Customer and accepted by Bluepeak, which identifies specific Services; quantity ordered; Bluepeak's Agreement number, title, and execution date; billing address; ship to address; and service/installation address, as applicable. Verbal Orders are deemed confirmed upon Customer's written acknowledgement, or Customer's use, of a Service.
- 3. "Services" means wireline or wireless business communications services not governed by Tariffs, including basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided by Bluepeak to Customer pursuant to an Order.

2. SERVICES AND FACILITIES

1. Bluepeak agrees to provide Customer with a broadband Internet connection, as provided in the accompanying Order during the Term of this Agreement (the "Services").

3. PAYMENT AND CHARGES

- 1. Rates and Charges. Customer will pay Bluepeak the rates and charges for the Services set forth in this Agreement and any Order under this Agreement, including all charges associated with establishing Customer's Services or related to Bluepeak's installation or provisioning costs.
- Rate Adjustments. Bluepeak may impose additional fees, charges, or surcharges on Customer to recover amounts
 that Bluepeak is required or permitted to collect, or pay to others in support of, or to comply with, statutory or
 regulatory programs, plus a commercially reasonable amount to recover the administrative costs associated with
 such charges or programs.
- 3. Taxes. Bluepeak's rates and charges for the Services do not include taxes. Notwithstanding any other provision of this Agreement, if Customer is required by law to make a deduction or withholding from any amount due to Bluepeak, Customer must notify Bluepeak in writing. Bluepeak will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to Bluepeak will not be less than the amount Bluepeak would have received without the required deduction or withholding.
- 4. Invoicing. Unless otherwise set forth in an Order, any and all invoicing for Services shall be submitted to Customer for payment within thirty (30) days of the Service being provided. Customer is responsible for all charges, no matter the interval at which they are billed. Any objection to billed charges must be reported to Bluepeak within sixty (60) days of the invoice date.
- 5. Billing. Unless otherwise set forth in an Order, Bluepeak shall invoice Customer in advance at Customer's notice address specified in the Order (or at such other address of which Customer may advise Bluepeak in writing) for all Services and additional services provided during each calendar month or other mutually agreeable billing cycle. Customer shall pay Bluepeak for all Charges upon receipt of the invoice. Account is/will be considered past due thirty (30) days after invoice date and late fees will be assessed on the last business day of the month at 1.5% per month. Service is subject to suspension or termination if an account remains unpaid for a period of sixty (60) days or more from the date of billing. Customer agrees to reimburse Bluepeak for all reasonable expenses, including reasonable attorney's fees, for collection of past due accounts.
- 6. Disputed Invoice Charges. If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges within the payment period, as described in Section 2.5, and provides Bluepeak with a written explanation of the reasons for Customer's dispute of the charge.



Customer must cooperate with Bluepeak to promptly resolve any disputed charge. If Bluepeak determines, in good faith, that the disputed charge is invalid, Bluepeak will notify Customer and, within five business days of receiving notice, Customer must pay the charge.

4. **CREDIT APPROVAL.** Bluepeak's provision of Services is subject to the credit approval of Customer. As part of the credit approval process, Bluepeak may require Customer to provide a deposit or other security. Additionally, during the Agreement Term, if Customer's financial circumstances or payment history becomes reasonably unacceptable to Bluepeak, Bluepeak may require adequate assurances of future payment as a condition of continuing provision of the Services. Customer's failure to provide adequate assurances required by Bluepeak is a material breach of the Agreement. Bluepeak may provide Customer's payment history or other billing information to any credit reporting agency or industry clearinghouse.

ORDERS.

- 1. Orders are binding only upon acceptance in writing by Bluepeak. Bluepeak will notify Customer of rejected orders.
- 2. Cancellation. Customer may cancel an Order at any time before Bluepeak delivers the Services listed in the Order or Services begin, but Customer must pay any actual costs Bluepeak incurs due to Customer's cancellation.
- WARRANTIES. THE SERVICES PROVIDED BY BLUEPEAK UNDER THIS AGREEMENT ARE PROVIDED WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, COMPATIBILITY OF SOFTWARE OR EQUIPMENT, OR ANY RESULTS TO BE ACHIEVED THEREFROM. WITHOUT LIMITING THE FOREGOING, BLUEPEAK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE OR PRODUCT WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.
- 7. **EQUIPMENT AND FACILITIES.** Bluepeak shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished by Bluepeak pursuant to this Agreement, the responsibility of Bluepeak shall be limited to the furnishing of facilities offered under this Agreement and to the maintenance and operation of such facilities. Notwithstanding the above, Bluepeak shall not be responsible for: (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; (b) the reception of signals by Customer-provided equipment; or (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.
- 8. INSTALLATION. Customer will reasonably cooperate with Bluepeak or its agents in connection with installation of the Services. Customer is responsible for damage to Bluepeak-owned facilities and equipment located on Customer premises, excluding reasonable wear and tear, or damage caused by Bluepeak. Bluepeak may refuse to install Services or may discontinue and disconnect Services without notice, if any condition on Customer's premises is unsafe or likely to cause injury to any person using Services.

9. CUSTOMER RESPONSIBILITIES.

- 1. Acceptable Use Policy (AUP). With the purchase of Services that connect to the Internet, Customer must comply with Bluepeak's Acceptable Use Policy posted on its website and as amended from time to time.
- 2. Abuse and Fraud. Customer will not use Services: (1) for fraudulent, abusive, unlawful, or destructive purposes, including unauthorized or attempted unauthorized access to, or alteration, abuse, or destruction of, Bluepeak or any third-party information; (2) in any manner that causes interference with Bluepeak's or another's use of the Bluepeak-provided network; or (3) for any other purpose not specifically authorized by this Agreement. Customer will cooperate promptly with Bluepeak to prevent third parties from gaining unauthorized access to the Services via Customer's facilities.
- 3. Reseller. Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws.
- 4. Security. Bluepeak has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by Bluepeak from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures.

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The Bluepeak information security program is subject to reasonable changes by Bluepeak from time to time. Bluepeak's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data.

10. PRIVACY AND CONFIDENTIALITY.

- 1. PHI. By providing Services, Bluepeak does not require or intend to access any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules").
- Nondisclosure Requirements. If the parties have not executed a mutual nondisclosure agreement, this provision will govern their exchange of information. Neither Party will disclose any Confidential Information (defined below) received from the other party, or otherwise discovered by the receiving party, to any third party, except as expressly permitted in this Agreement. This obligation will continue until two years after the Agreement expires or terminates. Confidential Information includes, but is not limited to, pricing and terms of the Agreement, and information relating to the disclosing party's technology, business affairs, trade secrets, development and research information, and marketing or sales plans (collectively the "Confidential Information"). The receiving party may disclose Confidential Information to its subsidiaries, Affiliates, agents, and consultants with a need to know, if they are not competitors of the disclosing party and are subject to a confidentiality agreement at least as protective of the disclosing party's rights as this provision. The parties will use Confidential Information only for the purpose of performing under this Agreement or for the provision of other Bluepeak services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the receiving party; (C) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (D) is developed independently by the receiving party without reference to the Confidential Information, or (E) is required to be disclosed by law, regulation, or court or governmental order. The parties acknowledge that the receiving party's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of the Agreement, the disclosing party may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who breached or threatened to breach its nondisclosure obligation under the Agreement will not raise the defense of an adequate remedy at law. Bluepeak will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses, or stores such information through its use of Bluepeak's Services.

3. LIABILITY

- 1. Direct Damages. Each party's maximum liability for damages caused by its failure(s) to perform its obligations under the Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property, caused by the party's negligent or willful misconduct; and (B) proven direct damages for all other claims arising out of the Agreement, not to exceed in the aggregate, in any 12-month period, an amount equal to Customer's total net payments for the affected Services purchased in the month preceding the month in which the event giving rise to the claim occurred. Customer's payment obligations, Customer's liability for early termination charges, and the parties' indemnification obligations under the Agreement are excluded from this provision.
- 2. Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.

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3. Unauthorized Access and Hacking. Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by Bluepeak's negligence or willful misconduct, Bluepeak is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's data, programs or other information through accident, wrongful means, or any other cause while such information is stored on or transmitted across Bluepeak-provided network facilities or Customer-provided equipment.

4. INDEMNIFICATION

- 1. Mutual Indemnification for Personal Injury, Death or Damage to Personal Property. Each party will indemnify and defend the other party, its directors, officers, employees, agents and their successors from and against all third-party claims for damages, losses, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of this Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.
- Customer Indemnification. Customer will indemnify and defend Bluepeak, Bluepeak's officers, directors, agents, and employees and their successors, against all third-party claims for damages, losses, liabilities, or expenses, including reasonable attorneys' fees, arising out of:
 - 1. Customer's failure to obtain required permits, licenses, or consents necessary to enable Bluepeak to provide the Services (e.g., landlord permissions or local construction licenses). This provision does not include permits, licenses, or consents related to Bluepeak's general qualification to conduct business;
 - 2. Customer's transmissions, or transmissions by parties authorized by Customer, of, information, data, or messages over the Bluepeak-provided network leading directly or indirectly to third-party claims: (1) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (2) for infringement of patents arising from the use of equipment, hardware or software not provided by Bluepeak; and (3) based on transmission and uploading of information that contains viruses, worms, other destructive media or other unlawful content; or
 - 3. Bluepeak's failure to pay any tax to the extent that Bluepeak relied on Customer's claimed legitimate exemption under applicable law.
- 3. Bluepeak Indemnification. Bluepeak will indemnify and defend Customer, Customer's officers, directors, agents, and employees and their successors against third-party claims enforceable in the United States alleging that Services as provided infringe any third-party United States patent or copyright or contain misappropriated third-party trade secrets. Bluepeak's obligations under this Section will not apply if the infringement or violation is caused by Customer's modification to Bluepeak-provided software, equipment, or Services; combination of Bluepeak-provided Services or products with other services or products; functional or other specifications that were provided by or requested by Customer; or Customer's continued use of infringing Services after Bluepeak provides reasonable notice to Customer of the infringement. For any third-party claim that Bluepeak receives, or to minimize the potential for a claim, Bluepeak may, at its sole option, procure the right for Customer to continue using the Services; replace or modify the Services with comparable Services; or terminate the affected Services or this Agreement.
- 4. Rights of Indemnified Party. To be indemnified, the party seeking indemnification must promptly notify the other party in writing of the claim (unless the other party already has notice of the claim); give the indemnifying party full and complete authority, information and assistance for the claim's defense and settlement; and not, by any act, admission, or acknowledgement, materially prejudice the indemnifying party's ability to satisfactorily defend or settle the claim. The indemnifying party will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. The indemnified party will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but the indemnifying party will retain sole control of the claim's settlement or defense.
- 5. Remedies. The foregoing provisions of this Section state the entire liability and obligations of the indemnifying party and any of its Affiliates or licensors, and the exclusive remedy of the indemnified party, with respect to the claims described in this Section 11.



11. TERM AND TERMINATION.

- 1. Agreement Term. The period set forth in the Order during which Bluepeak provides Services to Customer is defined as the "Agreement Term." This Agreement applies from the Effective Date until the Agreement Term expires or terminates. Bluepeak will not accept Orders for Services after expiration of the Agreement Term, but this Agreement will continue to apply to Orders properly placed during the Agreement Term. If Customer continues to use maintenance or managed Services following the termination or expiration of the Agreement Term or an Order issued during the Agreement Term for such Services, Bluepeak may, at its sole discretion, provide those Services on a time and material basis at Bluepeak's then-current rates without applying any discounts or credits under the Agreement, however, this Agreement will govern Bluepeak's provision of such Services.
- 2. Service Order Term. Individual Orders may carry their own service Term and/or termination procedures that apply to that specific contracted service, and in such case, such Term and procedures shall govern the service provided under the Order only.
- 3. Termination by Either Party. Except as otherwise provided herein, either Party may terminate this Agreement, without liability of any kind, in the event of the other Party's material breach that remains uncured thirty (30) days after the non-breaching Party provides written notice of such breach. The Service may be Terminated by Bluepeak, with or without notice: (i) if acts of Customer, including furnishing false credit information, indicate intent to defraud Bluepeak; (ii) Customer has not paid amounts due; (iii) if Customer violates regulatory requirements, federal or state law or intentional abuse of the Service. Bluepeak may also terminate this Agreement or any Order for convenience by providing thirty (30) days advance written notice.
- 4. Early Termination. In the event of any early termination other than for Bluepeak's material breach, Customer shall pay the remaining months to fulfill the Term times the monthly Rate on the Order.
- 5. Term Expiration. Upon Term expiration, Customer may continue the Service according to renewal options made available by Bluepeak (if any) at that time. If Customer does not elect an additional service period or does not request discontinuance, then the Service Term will automatically renew for the same service period.

12. FORCE MAJEURE.

1. Neither Party shall be liable to the other, nor shall any remedy be extended, for any failure of performance under this Agreement (other than failure to make payments) proximately due to causes beyond that party's reasonable control, including but not limited to: acts of God, fire, explosion, flood, earthquake, tornado, storms, any law, order, regulation, action or request of any government or regulatory entity or agency, or any civil or military authority; emergencies; civil unrest, insurrections, riots, wars; power failure, equipment failure, industrial or labor dispute, inability to obtain necessary supplies and the like. Upon the occurrence of any such events, the affected Party shall use its reasonable efforts to notify the other Party of the nature and extent of any such condition.

13. GOVERNING LAW; ALTERNATE DISPUTE RESOLUTION.

- 1. Governing Law. This Agreement and performance hereunder shall be governed by and construed in accordance with the laws of the State of South Dakota without regard to its choice of law provisions.
- 2. Waiver of Jury Trial and Class Action. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A JURY TRIAL AND ANY RIGHT TO PURSUE ANY CLAIM OR ACTION RELATING TO THIS AGREEMENT ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY.
- 3. Alternate Dispute Resolution. Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation, and performance thereof ("Dispute") shall be resolved with the following procedures: Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute and this process should be completed within 30 days (the "Negotiation"). Any Dispute not resolved through Negotiation shall be resolved by arbitration in accordance with the United States Arbitration Act (and other applicable federal law) and/or Arbitration rules of the State of South Dakota. The arbitration will be held at a regional location in the State of South Dakota using one arbitrator, unless the Dispute exceeds one million dollars (USA) in which case there shall be three neutral arbitrators, as a panel. The arbitrators may award costs and/or attorneys' fees to the prevailing party. The Parties further agree that the arbitrator shall-have no authority to award non-monetary or equitable relief, and any monetary award shall not include punitive damages. Nothing contained in this section will limit either Party's ability to seek injunctive

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relief in any court. The Parties will mediate and arbitrate disputes in confidence. Each Party shall bear its own costs incurred in connection with the arbitration. Other costs will be allocated as the arbitrator directs. THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY COURT IN ANY ACTION FOR THE ADJUDICATION OF SUCH CLAIM OR DISPUTE.

14. ASSIGNMENT.

1. Customer may not assign any rights or obligations under this Agreement or an Order without Bluepeak's prior written consent, except that Customer may assign the Agreement, after 30 days prior written notice, to an Affiliate or an entity that has purchased all or substantially all of Customer's assets. Bluepeak may assign this Agreement or an Order, in whole or in part, without Customer's prior written consent.

15. NOTICES.

1. Notices required under this Agreement must be submitted in writing to the Party's address for notice listed in this Agreement or Order and, in the case of a dispute, notices must also be sent to: in the case of Bluepeak: Clarity Telecom, LLC d/b/a Bluepeak Attn: Compliance Officer 5100 S. Broadband Lane Sioux Falls, SD 57108 in the case of Customer: to the address set forth on the applicable Order.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement to be effective on the latest date that either party signed this Agreement, as shown below.

BLUEPEAK DocuSigned by:	CUSTOMSToPed by:
Signature:	Signature: <u>Jessicca Mckeown</u>
Print Name: Rick Griffith	Print Name: 9년551720844Mckeown
Title: Field Sales Rep - BAE - Rapid City	Title:Finance Officer
	Date: 7/22/2022
	Tax ID #: 46-6000091

Service Address: 102 Sherman St Deadwood SD

57732

Phone: 605 722-0790

CUSTOMER ACKNOWLEDGEMENT: By signing, I represent, warrant and acknowledge that: (i) I am at least 18 years of age and the owner of or tenant in the premises at the service location(s) identified in the Service Order and have authority to authorize the work or service specified in, and to be bound by, the Service Order and this Agreement; (ii) Clarity Telecom, LLC d/b/a Bluepeak may contact me at the phone number above (or such other phone number or email address provided by me to BLUEPEAK), which may include autodialed calls, pre-recorded or artificial voice messages, and mobile service commercial email messages; (iii) BLUEPEAK manages its Internet Network according to specific Practices and Procedures, which can be found at https://www.mybluepeak.com; (iv) the Agreement is subject to automatic renewal and early termination fees; and (v) I have read, understood and agree to the contractual terms and notices set forth in this Agreement, including those relating to the PHONE SERVICE E911 NOTICE. The applicable General Terms, Service Policies and Tariffs can be found at https://www.mybluepeak.com .

PIN #		

BLUEPEAK requires that you create a 4-digit PIN that will be required when you request changes to your BLUEPEAK Business account. You agree that you are responsible for the security, confidentiality and use of your PIN and shall immediately notify BLUEPEAK if there has been an unauthorized release, use or compromise of any such PIN. If you share your PIN with employees, agents or others that interact with BLUEPEAK on your behalf and that representative is no longer authorized to make changes on your behalf, it will be your responsibility to immediately contact BLUEPEAK and change the PIN. BLUEPEAK is not liable for any loss, cost, expense, or other liability arising out of any unauthorized access to a service or Customer account by use of Customer's PIN.

ESTIMATE

FROM

Asphalt

P.O. Box 43 Spearfish, SD 57783 (605) 639-1242

TO			
	CIT	cF	Deaduard

QUANTITY	DESCRIPTION	PRICE	AMOUNT
	Jackson + Jefferson		
	Pytos 23×12 276		ve
	10 X12 120		5000
	376 59 Ft		

FINAL PRICE WILL BE BASED ON EXACT MEASUREMENTS



Webster City, IA 50595-0610 Phone: 515-832-2366

Sold To:

> CITY OF DEADWOOD 102 SHERMAN ST DEADWOOD SD 57732-1309

Invoice Number 7/18/22

Customer Number 21381000

Clk: 12

Shipped To: CITY OF DEADWOOD 102 SHERMAN ST DEADWOOD SD 57732

Area: 30-HEDRICK

Customer Order No		Date Shipped 7/07/22 7/07/22		Route VAN DIEST DELIVER		Shipped From IVER PIERRE, SD	Reference 162716
Product No. Size	I	Description		Quantity	Unit	Unit Price	Amount
1896 55GA	L I	BIOMIST 3 + 15 DRDER NO 108121	496 196	55	GAL	80.350	4,419.25

THANK YOU FOR THIS ORDER

NET AUG 17, 2022

PLEASE SEND CHECK TO ARRIVE BY DUE DATE

4,419.25

A service charge of 1.5%/month will be added on past due accounts. This is an 18% annual rate.

Please tear off and return this portion with your payment to:

Van Diest Supply Company--PO Box 610--Webster City, IA 50595-0610

CITY OF DEADWOOD

DEADWOOD, SD

Invoice #: 247607
Invoice Date: 7/18/22
Customer #: 21381000

NET 8/17/22 4,419.25



INVOICE

DATE: JULY 19, 2022 INVOICE # 2022-010

All Aspects Inc. Land Surveying 444 Saint Joe Street, Spearfish, SD, 57783 (605)490-2944

LimboPLSaai@gmail.com

TO City of Deadwood Attn: Bob Nelson

Attn: Rhonda

rmcgrath@cityofdeadwood.com

SALESPE	ERSON	ЈОВ	PAYM	IENT TERMS	ı	DUE DATE
Bradley Limb	oo Do	g Park	Call if other	er than Full Payment	Upon Re	ceipt
QTY		DESCR	IPTION		UNIT PRIC	E LINE TOTAL
1.5	Plat research 1/21/22	Plat research, ALS data, search and start drawing – 1/21/22				\$142.50
2.5	Calculated pr 1/24/22	relim boundar	y & set up f	ield data –	\$9	\$237.50
1	Continue pla	t work - 1/26	/22		\$9	95 \$95
3	Tied in corne	rs – one man	field crew –	3/4/22	\$14	45 \$435
.75	Process field	data & calc se	arch data –	3/10/22	\$9	95 \$71.25
4.5		Fied in centerline of road and tied in corners – one man field crew - 3/25/22			\$14	\$652.50
.75	Reviewed field	d data with cr	ew chief – 3	/29/22	\$9	95 \$71.25
2.5	Started repla	t - 4/22/22			\$9	\$237.50
.75	Plot map & s	ent to client –	4/25/22		\$9	95 \$71.25
5.75	Set corners -	two man field	crew - 7/6	/22	\$18	\$1063.75
					SUBTO	TAL \$3077.50
	be charged on any u	npaid balances which a e annual rate of interes	are over 45 days of		TAX EXEX	JFT \$0
					TO	FAL. \$3077.50

Make all checks payable to All Aspects Inc. Land Surveying



100 Pocket Gulch Avenue | Central City, South Dakota 57754 6056416339 | bhtreewise@gmail.com | www.bhtreewise.com

RECIPIENT:

City of Deadwood Street Dept.

125 Sherman st Deadwood, SD 57732

Quote #826	
Sent on	Jul 27, 2022
Total	\$5,800.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Tree Removal	Removal of Boxelders and other trees growing within 10ft of Williams st behind parking structure, trim up elm trees, haul away all material	1	\$5,800.00	\$5,800.00

This quote is valid for the next 30 days, after which values may be subject to change.

Subtotal
Tax Exempt (0.0%)
Total

\$5,800.00 \$0.00 \$**5,800.00**

Section 6 Item n.

OFFICE OF
PLANNING, ZONING, PUBLIC
BUILDINGS, PUBLIC WORKS, AND
HISTORIC PRESERVATION

DEADWOOD
PUBLIC WORKS

Bob Nelson Jr.
Public Works Director
Telephone (605) 578-2082
bobjr@cityofdeadwood.com

108 Sherman Street Telephone (605) 578-2082

MEMORANDUM

Date: July 11, 2022

To: Deadwood City Commission

From: Bob Nelson, Jr., Public Works Director

Re: Timm Lane – Asphalt Maintenance

Timm Lane is a platted public right-of-way beginning at the South entrance of the Deadwood Gulch Resort and traveling through the Deadwood Gulch parking lot and crossing over Whitewood Creek and services three residences and the City of Deadwood Cold Storage Facility.

The City of Deadwood participates with the owner of the Deadwood Gulch Resort on the maintenance of the asphalt surface of Timm Lane and in 2021 one half of the roadway was resurfaced with the second half resurfaced in 2022.

Timm Lane consists of 10,000 square feet of surface of which 3,000 square feet was overlaid with asphalt and 2,000 square feet received seal coat. The entirety of the paving in 2021 for Deadwood Gulch Resort totaled \$61,232.01 and the City of Deadwood is responsible for \$6,500.00 for one half of Timm Lane. The remainder of the paving in 2022 was completed at a cost of \$76,475.14 and the City of Deadwood is responsible for \$6,000. The City has previously participated in this maintenance in 2018 and 2014.

Recommended Motion: Move to approve the reimbursement of \$6,000.00 to Deadwood Hospitality Resort LLC for asphalt maintenance of Timm Lane.

Clemmons Asphalt Maintenance, LLC

PO Box 3026 Rapid City SD 57709 605-863-9053



Estimate

Date	Estimate #
5/3/2022	2657

~~PROTECTING YOUR INVESTMENT~~~

Name / Address		
Tim Johnson (Deadw 304 Cliff Dr Deadwood SD	rood Gulch Gaming)	
P.O. No. Terms		

Description	Qty	Rate	Amount
Asphalt Overlay over the rest of the parking lot at gaming resort. Gring around surrounding area, clean area and add tack oil before asphalt is laid down. Asphalt is then laid down with paver	30,590	2.45	74,945.50T
Slurry Seal two coat application over the area we previously overlaid (per sq ft). NO CHARGE	0	0.00	0.00T

Please visit our website: www.clemmonsasphalt.com clemmonsasphalt@gmail.com

Subtotal	\$74,945.50
Sales Tax (2.041%)	\$1,529.64
Total	\$76,475.14



304 Cliff St

Template: Custom Template
Tags

To change template, delete measurements

Sealcoat 25,079.66 ft² 77.41 yd³

Asphalt Overlay Convention Center 32,829.17 ft²

Asphalt Overlay Gaming Resort 30,590.87 ft²

RESOLUTION 2022-16 RESOLUTION OF INTENT TO ANNEX REAL PROPERTY

WHEREAS, a petition has been filed with the City of Deadwood, Lawrence County, South Dakota, in the manner and form required by law, requesting the voluntary annexation of certain real property pursuant to SDCL 9-4-1 and legally described as follows:

Lot A, a portion of Government Lot 13 and a portion of Government Lot 19. The unplatted portion of the 66-foot right-of-way to US HWY 85 Section 11, -AND- Lot B, a portion of Government Lot 19 in Section 11 and a portion of Government Lot 12 of Section 14, -AND- The unplatted portion of the 66 foot right-of-way to US HWY 85. All located in Sections 11 & 14, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota.

all as shown on Exhibit A attached hereto and by such reference incorporated herein.

WHEREAS, it has been determined that it would be in the public interest for the City of Deadwood to annex the above-described real property consisting of approximately 6.14 acres for use in the future as residential and commercial development of the City of Deadwood; and

WHEREAS, it appears that the Petitioner of the property, which is contiguous to the City of Deadwood, own one hundred percent (100%) of the above-described real property and that said Petitioner have voluntarily signed the Petition before the City of Deadwood and that said property should be annexed into the City of Deadwood, South Dakota; now therefore,

BE IT RESOLVED, pursuant to SDCL 9-4-1, by the City of Deadwood, South Dakota, that the above-described real estate, which is contiguous to the boundaries of the City of Deadwood, and the same is hereby annexed into the City of Deadwood.

Dated this 1st day of August, 2022.

CI	TY OF DEADWOOD
Ву	David Ruth Jr., Mayor
	David Rutti Jr., Mayor
ATTEST:	
Jessicca McKeown, Finance Officer	

NOTICE OF PUBLIC HEARING RELATED TO A RESOLUTION OF INTENT TO ANNEX REAL PROPERTY IN TERRITORY LYING CONTIGUOUS TO THE PRESENT CORPORATE LIMITS OF THE CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

A Voluntary Petition for Annexation has been presented to the Deadwood City Commission on August 1, 2022.

A public hearing of the Deadwood City Commission shall be held at Deadwood City Hall Deadwood, 102 Sherman Street, Deadwood, South Dakota, on April 4, 2022, at 5:00 p.m. or soon thereafter., to consider and take public comment relating to the Resolution of Intent to Annex Real Property in Territory Lying Contiguous to the Present Corporate Limits of the City of Deadwood on Highway 85 near Preacher Smith. Legally described as follows: Lot A, a portion of Government Lot 13 and a portion of Government Lot 19. The unplatted portion of the 66 foot right-of-way to US HWY 85 of Section 11, -AND- Lot B, a portion of Government Lot 19 in Section 11 and a portion of Government Lot 12 of Section 14, -AND- The unplatted portion of the 66 foot right-of-way to US HWY 85. All located in Sections 11 & 14, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota;

A copy of said Petition for Annexation is available for review at the City Finance Office at the City of Deadwood.

The Deadwood City Commission shall take comments from all interested persons related to the annexation of real property into the City of Deadwood and the Resolution of Intent to Annex Property in Territory Lying Contiguous to the Present City Limits of the City of Deadwood, Lawrence County, South Dakota.

	CITY OF DEADWOOD	
	Jessicca McKeown, Finance Officer	
Publish BH Pioneer: Thursday, July 21, 2022		
Published once at the approximate cost of \$		



PETITION FOR ANNEXATION

This petition of the undersigned owner of real property described below, does hereby present this Voluntary Petition for Annexation into the municipal boundaries of the City of Deadwood pursuant to SDCL § 9-4-1 et. al., and represents as follows:

- 1. That he is the sole owner of the real property in the territory lying contiguous to the present corporate limits of the City of Deadwood, Lawrence County, State of South Dakota.
- 2. That the undersigned petitioner constitutes one hundred (100%) percent of the registered voters and the owner of one hundred (100%) percent of the value of the territory to be annexed and that he desires to have such property annexed into the City of Deadwood and become a partthereof.
- 3. That attached hereto is a copy of an accurate map of such territory to be so annexed, in relation to presently existing boundaries of the City of Deadwood, South Dakota, showing that such territory to be so annexed does actually lie contiguous to such existing boundaries of the City of Deadwood.
- 4. That the territory to be so annexed is shown on the annexation plat map attached here to andis more particularly described below by its legal description as follows:

Lot A, a portion of Government Lot 13 and a portion of Government Lot 19. The unplatted portion of the 66 foot right of way to US HWY 85 of Section 11, - AND – Lot B, a portion of Government Lot 19 in Section 11 and a portion of Government Lot 12 of Section 14, - AND – The unplatted portion of the 66 foot right of way to US HWY 85. All Located in Sections 11 & 14, T5N, R3E, B.H.M., Lawrence County, South Dakota.

WHEREFORE, your petitioner requests the City of Deadwood, adopt a Resolution of Intent at itsnext regularly held meeting, to annex the above-described property into the City of Deadwood, and enter into a development agreement with the affected landowner, pursuant to SDCL 9-4-1.1, and that an appropriate ordinance be passed and adopted, declaring the annexation of such territory and real property and the extension of the corporate limits of the City of Deadwood, SD, accordingly.

DATED this 13th day of July, 202

Owner/Petitioner/<u>Representative</u> Leah M. Berg, P.E., the RIDGE

Corrective Plat of Document No. 2022-1434. Plat of Lot A, a portion of Government Lot 13 (a portion of Lot H2 & H3 of previous Gov't Lot 6) and a portion of Government Lot 19 (a portion of Lot H4 of previous Gov't Lot 7) The unplatted portion of the 66 foot right of way to US HWY 85 as depicted on this plat of Section 11, -AND-Plat of Lot B, a portion of Government Lot 19 (a portion of Lot H2 & H3 of previous Gov't Lot 7) in Section 11 and a portion of Government Lot 12 (a portion of Lots H2 & H3 of previous Gov't Lot 3 and Lots H5 & H6 of previous Gov't Lot 2) of Section 14 -AND- The unplatted portion of the 66 foot right of way to US HWY 85 as depicted on this plat. All Located in Sections 11 and 14, T5N, R3E, B.H.M., Lawrence County, South Dakota. STONE ~G0V'7 LOT 10 N76'42'17"E 1096.02' 1/4 LINE REBAR HES 294 SCALE: 1'' = 300 FEET S87'41'10"W 928.65 LOT APREACHER SMITH 75' WIDTH FROM 3.306 Acres CENTER LINE TO TRACT NEW R.O.W. -ABANDONED PORTIONS OF US HWY 85 LOT H3 OF ORIGINAL GOV'T LOT 6: 0.480 ACRES± LOT H2 OF ORIGINAL GOV'T LOT 6: 0.750 ACRES± LOT H4 OF ORIGINAL GOV'T LOT 7: 0.843 ACRES± BEARING DISTANCE ABANDON, UNPLATTED US HWY 85: 1.235 ACRES± N 41°19'16" E 91.33 S 44°45'38" E N 49°20'21" E N 27°31'35" W AS SHOWN R.O.W. FROM 1936. 155.14 28.53 GOV'T LOT 13 160.54 C-S 1/16 COR S 27°26'23" E 21.77 1/16 Line N 26°25'05" E 103.88 S 09°34'43" W 1113.66 S 01°31'48" E 114.93 S 64°31'29" E 21.07 L9 S 08°42'00" W 196.41 L10 S 14°53'01" W N 75°06'59" W N 87°56'22" E 259.75 -30.28'(M) 131.75 L13 172.71 S 35°02'58" E 8.37 L14 - PREACHER GO∖ N 15°14'34" E SMITH MEMORIAL 269.49 S 11°41'44" W 176.24 S 35°39'39" E 332.57 L17 N 50°15'38" W 150.36 N 50°15 38 W 150.36 N 31°06'43" E 219.13' N 14°17'29" E 163.40' N 41°17'35" E 46.55' N 78°47'53" E 9.19'
 CHORD LENGTH
 CHORD BEARING
 DELTA ANGLE

 432.55'
 S 01°50'17" W 58°33'11"

 214.28'
 N 15°41'37" E 13°59'14"

 626.15'
 S 11°47'31" W 6°11'01"
 RADIUS ARC LENGTH 451.96' 442.26 N 41°17'35" E 46.55 214.81' 626.45' 879.93 5804.58 S 01°50'27" 375.40 |26°05'08' ,00° ,00° 831.73 378.67 GOV'T N1/4 COR. **AXLE** GON. LOT 10 LOT 85' WIDTH FROM ABANDONED PORTIONS OF US HWY 85
LOT H2 OF ORIGINAL GOV'T LOT 3&7: 0.306 ACRES±
LOT H3 OF ORIGINAL GOV'T LOT 3&7: 0.558 ACRES±
LOT H5 OF ORIGINAL GOV'T LOT 2: 0.563 ACRES±
LOT H6 OF ORIGINAL GOV'T LOT 2: 0.160 ACRES± CENTER LINE TO NEW R.O.W. TRACT 2 ABANDON, UNPLATTED US HWY 85: 1.046 ACRES± AS SHOWN R.O.W. FROM 1936. TRACT DUNBAR CULVERT 1/16 LINE W1/16 COR LS3977 LS3977 *LEGEND* Denotes Set Rebar & Cap Marked O Denotes Set Rebar & DOT Cap Marked by a Carsonite Post 'VASKNETZ' RLS 7719'. VASKNETZ' RLS 7719'. (M) Denotes Dimensions Per This Survey. O Denotes Found Survey Monument as Denotes Found Rebar with a Cap Marked 'RLS 11918'. Denotes Found Rebar with a Cap Marked 'RLS 4041'. Denotes Found Rebar. (R) Denotes Dimensions of Record. JOB NO. 20-270 DATE: 05-09-2021 DRAWN BY: NWW SURVEYORS CERTIFICATE Shanon Vasknetz, Registered Land Surveyor, in and for the State of South Dakota, do hereby certify that as ordered by the South Dakota Department of Transportation the parcel of land as shown on this plat has been surveyed at my direction and under my control, and such parcel of land shall be hereafter know by the lot number designated herein. The location and dimensions of the parcel are shown on this plat. In witness whereof, I have set my hand and this seal this 28th day of A.D., 20 23 Registered Land Surveyor Registration No. 7719

State of South Dakota

therein.

OFFICE OF REGISTER OF DEEDS

County of Lawrence ss

Filed for record the A8 day of June A.D., 20 22 at 10:25

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Cauda Hansen
Register of Deeds

Fee: \$100.00



page 1 of 1

NOTICE OF PUBLIC HEARING FOR OPEN CONTAINER HARLEY DAVIDSON RALLY EVENT

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held August 1, 2022, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Open Container Requests:

Saturday, August 6 through Saturday, August 13, 2022: Relaxation of Open Container Ordinance in Outlaw Square – Zone 4 – Outlaw Square only, from noon to 10:00 p.m. with exemption of Monday, August 8 from 3:00 p.m. to 10:00 p.m.

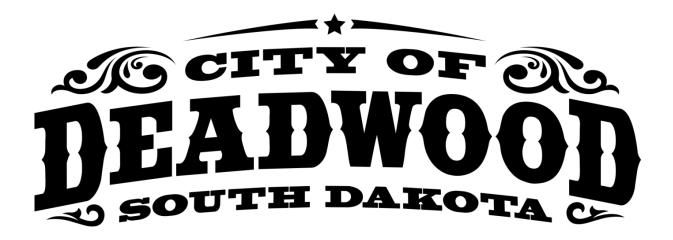
Street Closure Request:

Deadwood Street from Main Street to Pioneer Way: Saturday, August 6th through Saturday, August 13 from noon to 10:00 p.m. each day if deemed necessary due to safety.

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

Dated this 18th day of July, 2022.

	CITY OF DEADWOOD	
	Jessicca McKeown, Finance Officer	
Please Publish: B.H. Pioneer, July 21, 2022		
For any public notice that is published one time: Published once at the total approximate cost of _		



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

Harley Davidson - Outlaw Square August 6 - August 13

Instructions:

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

Updated April 4, 2022

EVENT INFORMATION						
Type of Event: Run Street Fair	☐ Walk	☐ Bike Tour ☐ Other	□в	ike Race	Parade	☐ Concert
Event Title:	rley Davidson Ra	ally Point at Outl	aw Square			
	August 6-August			oated Attenda	nce: Daily 2	50-300
_	(month, day, ye				# of Spec	
Actual Event Ho	urs: (from):					AM / PM
Location / Stagi	ng Area: Outlaw	Square				
Set up/assembly	/construction Dat	e:_August 5		_ Start Time:	7 am	AM / PM
	the scope of your bars, tents all w				у	
Dismantle Date:	August 14		Completion	n time: 9 pm		AM / PM
List any street(s and time of re-c NONE		e as a result of thi	s event. Includ	de street nam	<u>e(</u> s), <u>day</u> , <u>dat</u>	<u>e</u> and <u>time</u> of closing
 Any request involving 25 or less motor vehicles will utilize Deadwood Street and will be barricaded at both ends of Deadwood Street. Any request involving 25-50 motor vehicles (not including motorcycles) - will park on the north side of Main Street, which will not require street closure. Any request involving 50 or more vehicles (which would require an entire street closure From Wall Street to Shine Street and security must be provided at Shine Street and Main Street and Wall Street and Main Street to direct traffic. Additional security maybe required at the discretion of the Event Committee. 						
	PPLICANT AN	ID SPONSOR	ING ORG	ANIZATIO		
Commercial	Horloy	Davidson			Noncom	mercial (nonprofit)
Spoilsoring Organization.						
Chief Officer of Organization (NAME): Matthew Gardipee/David Paterson Applicant (NAME): Wade Morris aka Bobby Rock Business Phone: (605) 717-6848						
703 N	E):	and Bobby 1100	Deadwood	Business Pho	one: (<u>505) </u>	57732
Address: 703 N	iam ot			ty)	(state)	(zip code)
Daytime phone:	(605) 717-684	8 Evening		_) 641-9162	Fax #:	

your behalf to produce this event.

Please list any professional event organizer or event service provider hired by you that is authorized to work on

Updated April 4, 2022 2

Nar	ne: <mark>_</mark>	andy Brown				
Add	lress:	696 Main St	Deadwood	SD	57732	
			(city)	(state)	(zip code)	
Contact person "on site" day of event or facility use Randy Brown Pager/Cell #: 605-1-415-2946 (Note: This person must be in attendance for the duration of the event and immediately available to city officials)						
REQUIRED:		Attach a written communication from the applicant or professional event organizer t	_			
		FEES / PROCEEDS	/ REPORTING			
NO X	YES	Is your organization a "Tax Exempt, nonp your IRS 501C Tax Exemption Letter to thi certifying your current tax exempt, nonpro	s Special Event Permit ap		• •	
x		Are admission, entry, vendor or participan and provide amount(s).:	t fees required? If YES , pl	ease explain	the purpose	

OVERALL EVENT DESCRIPTION: ROUTE MAP / SITE DIAGRAM / SANITATION

Please provide a **detailed description** of your proposed event. Include details regarding any components of your event such as use of vehicles, animals, rides or any other pertinent information about the event:

Harley Davidson will have full use of Outlaw Square August 6 - August 14, 2022

Plan is to have scheduled events throughout the week, including bike shows and pool party. They will have bar set up thoughout the Square, selling beer & wine only.

Requesting Open Container in ZONE 4 ONLY - Beer and Wine ONLY - fencing will be placed up around the perimeter of Outlaw Square, security will be in place to prevent any alcohol.

Music provided by DJ with emcee hosting the events.

Possbile live band scheduled during the week but nothing late night.

The Good Stuff Food Truck on site all week.

His & Hers Ale House and Wine Bar will be utilizing there beer and wine license for this event

Updated April 4, 2022

Section 10 Item a.

ORDINANCE NO. 1358 AN ORDINANCE AMENDING TITLE 17 - ZONING CITY OF DEADWOOD ZONING MAP

Pursuant to a Petition of the City of Deadwood for a Change of Zoning of an area, located in the City of Deadwood, Lawrence County, South Dakota and pursuant to approval by the Deadwood City Commission.

BE IT ORDAINED: By the City of Deadwood, Lawrence County, South Dakota, that an ordinance amending the City of Deadwood Zoning District Map be amended so as to remove the following described real property, to-wit:

Lot 3A, Block 1 of Kennedy and Cameron's Addition to the City of Deadwood, Lawrence County, South Dakota Formerly Portions of Lots 1 through 5, Block 1 of Kennedy and Cameron's Addition.

FROM: R1 – Residential District TO: C1 – Commercial District

BE IT ORDAINED BY THE CITY OF DEADWOOD COMMISSION IN REGULAR SESSION DULY ASSEMBLED THAT:

The official Zoning District Map of the City of Deadwood is hereby amended to change the zoning classification of the following described parcel from R1 – Residential District to C1 – Commercial District, towit:

Lot 3A, Block 1 of Kennedy and Cameron's Addition to the City of Deadwood, Lawrence County, South Dakota Formerly Portions of Lots 1 through 5, Block 1 of Kennedy and Cameron's Addition.

The Zoning Administrator for the City of Deadwood, South Dakota, is hereby directed to make the necessary and appropriate changes and amendments to the Official Zoning Map of the City of Deadwood, on which mentioned property is located, designating said property as **C1 - Commercial District**. The parcel contains 13.159 Sq. Ft., more or less.

This ordinance shall take effect twenty (20) days after the date of its publication following approval and adoption.

Dated this 1st day of	of August, 2022.	CITY OF DEADWOOD
		David Ruth Jr., Mayor
ATTEST:		
Jessicca McKeown	, Finance Officer	
First Reading:	July 18, 2022	
Second Reading:	August 1, 2022	
Published:	August 4, 2022	

August 24, 2022

Adopted:

ESTIMATE

FROM

Asphalt

P.O. Box 43 Spearfish, SD 57783 (605) 639-1242

DATE 6/30/22
JOB NAME
JOB #
LOCATION
<u> 1311/</u>

QUANTITY	DESCRIPTION	PRICE	AMOUNT
\$ \$ \$0	Burnam St		
	5057 LF Cracks		
·	pearl + Daketa St		
	3804 LF Cracks		
	1+19hland st		
	2311 LF Cracks		
	pleasant st		7
	2667 CF Cracks		17,990
	TetAL 13,839 30 90 90 90 90 90 90 90 90 90 90 90 90 90	1.30	347 8 18,357

FINAL PRICE WILL BE BASED ON EXACT MEASUREMENTS

Section 10 Item c.

Greg Flicek, Territory Manager North Dakota/South Dakota P: 701-929-9292 E. gregf@novahealth.net

DATE	EST. NUMBER
7/11/2022	143788

NOVA	1	JOHN5ON
TERREST FOR SERVICE	1	49" A C LL C C A C LL C A C C C C C C C C C

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E	311	L	TO	

Deadwood Recreation & Aquatic Center Attn: Accounts Payable

105 Sherman St Deadwood, SD 57732

S	н	IP	TO

Deadwood Recreation & Aquatic Center 105 Sherman St

Deadwood, SD 57732 Attn: John Tridle

Ph. 605.578.2600

Item	Description	Qty	Pr	ce	Ext P	rice
T-ES-LED	MATRIX ENDURANCE LED TREADMILL	2		4,763.70		,527.40
OUTBOUND FR	SHIPPING & INSTALL	1		853.20	Area Art	853.20
	WARRANTY LIFETIME FRAME					I
	7 YEARS MOTOR 3 YEARS PARTS 3 YEARS LABOR	1	•			· ·
		Parkenna et 1812 a mineralmente	rancial delication (National National N		WWW.	a social and social an
			ANTER PARTIE PAR			
		Por glading representation and an analysis of the side	- Anima Andreas Anima Anima Anima Anima Anima Anima Anima Anima Anima Anima Anima Anima Anima Anima Anima Anim		Anna and Anna and Anna and Anna and Anna and Anna and Anna and Anna and Anna and Anna and Anna and Anna and An	
	The state of the s	SUB	TOTAL		\$10	0,380.60
Signature:		SALI	ES TAX	(0.0%)		\$0.00
		TO	ΓAL		\$10	0,380.60
Print Name:		Ехр.	Date		08/11/2022	
P.O. No.		Te	rms:			

Corporate Address: Nova Fitness Equipment 4511 South 119th Circle Omaha, NE 68137 P: 402-343-0552 F: 402-343-0562

E: officesupport@novahealth.net

50% deposit required upon approval, Net 10 upon delivery. 3% added for credit card purchases.

Section 10 Item d.

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: July 29, 2022

To: Deadwood City Commission

From: Kevin Kuchenbecker, Historic Preservation Officer

Re: Request for Permission to Repair History and Information Center Steps

All of the entrances to the History and Information Center are made of stone. These stone steps are now deteriorating and are in need of replacement. This is becoming a hazard to anyone entering the facility. Staff has received a quote from W.D. Masonry and Concrete, Inc. to demo and remove the current stone steps and replace with new matching stone. The cost for removal and installation of the new stone steps is \$48,604.17 to be paid out of HP Capital Assets line item.

RECOMMENDED MOTION:

Move to hire W.D. Masonry & Concrete, Inc. to replace the stone steps at the History & Information Center with matching stone at a cost not to exceed \$48,604.17 to be paid out of HP Capital Assets line item.

W.D. MASONRY & CONCRETE, INC. 2380 DEADWOOD AVE, UNIT C RAPID CITY, SD 57702

Phone # 605-341-2262

Fax # 605-342-3027

Section 10 Item d. PROPOSAL

PROPOSAL# DATE 10882 7/27/22

NAME

CITY OF DEADWOOD HISTORIC PRESERVATION ATTN: KEVIN KUCHENBECKER 108 SHERMAN STREET DEADWOOD, SD 57732

PROJECT	
DEADWOOD FREIGHT HOUSE STONE STEP REPLACEMENT	

ITEM	DESCRIPTION	Rat	te	TOTAL
MATERIAL TOOLS, EQUIPMEN LABOR LABOR DELIVERY CHARGE MOBILIZATION - O	REPLACE STEPS INTO DEPOT. NORTH EAST; 3 PCS STONE; 41" X 20: X 7 1/4", 46" X 18" X 7 1/4", 61" X 32" X 6 1/2" SOUTH EAST; 3 PCS STONE; 47" X 20" X 7 1/4", 56" X 16" X 7 1/4", 7'2" X 32" X 7" SOUTH WEST; 3 PCS STONE; 48" X 20" X 7 1/4", 56" X 16" X 7 1/4", 7' 1/2" X 31" X 5" NORTH WEST; 3 PCS STONE; 48" X 22" X 7 1/4", 55" X 15 1/2" X 7 1/4", 7'2" X 31" X 6 3/4" MATERIAL - STONE, MASONRY, CAULK, ETC TOOLS, EQUIPMENT, SUPPLIES LABOR - DEMO LABOR - RELAY DELIVERY CHARGE - STONE MOBILIZATION, TRAVEL & FUEL		14,332.00 4,375.00 11,400.00 11,400.00 3,250.00 2,875.00	14,332.00T 4,375.00T 11,400.00T 11,400.00T 3,250.00T 2,875.00T

ALL PROPOSALS EXCLUDE THE FOLLOWING UNLESS SPECIFICALLY NOTED: WINTER HEAT, CLOSING IN, AND CONTRACTOR'S EXCISE TAX.

> Woman Owned Small Business (WOSB) ACI / ASA Shotcrete Certified Equal Opportunity Employer

Prices are good for 30 days from proposal date. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.

SUB-TOTAL

\$47,632.00

EXCISE TAX (2.041%)

\$972.17

TOTAL

\$48,604.17

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Acceptance Signature:

Acceptance Date:

Section 10 Item e.

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: July 28, 2022 **To:** City Commission

From: Kevin Kuchenbecker, Historic Preservation Officer

Re: Victor Stanley Benches and Trash Receptacles

The Historic Preservation Commission has been working on the beautification of Historic Main Street and the National Historic Landmark District for several years updating and adding to the benches and trash receptacles throughout the district. Staff is recommending three additional 4-foot benches, three additional 6-foot benches, and four additional trash receptacles which match the existing benches and trash receptacles in addition to forty replacement slats to repair damaged benches at Outlaw Square. The additional benches and trash receptacles will ensure more visitors on Main Street and throughout the Deadwood Historic Landmark District will be accommodated.

Staff is requesting to purchase three 4-foot benches, three 6-foot benches, four trash receptacles, and forty replacement slats from Victor Stanley in an amount not to exceed \$24,585.62 including shipping to be paid out of the HP Capital Asset Benches line item.

The Historic Preservation Commission reviewed this request at the July 27, 2022 meeting and recommend to the City Commission to approve the purchase of three 4-foot benches, three 6-foot benches, four trash receptacles, and forty replacement slats from Victor Stanley in an amount not to exceed \$24,858.62 including shipping to be paid out of the HP Capital Assets Benches line item.

Recommended Motion: Move to approve the purchase of three 4-foot benches, three 6-foot benches, four trash receptacles, and forty replacement slats from Victor Stanley in an amount not to exceed \$24,858.62 including shipping to be paid out of the HP Capital Assets Benches line item.

P.O. Drawer 330, Dunkirk, MD 20754 1.800.368.2573 (USA + Canada) TEL 301.855.8300 FAX 410.257.7579 VICTORSTANLEY.COM

SALES QUOTE

Sales Quote No: SQ120692

Revision Number: 0

Sales Quote Date: 07/20/22

Sell To:

City of Deadwood Cindy Schneringer 108 Sherman Street Deadwood, SD 57732 **Customer No:** C013197 Phone No: 605-578-2082

Contact Name: Contact Phone No:

Terms: Net 30 Associate: Patty Torboli

Project Name: CITY OF DEADWOOD

Project Location State: SD

Ship To:

City of Deadwood 108 Sherman Street Deadwood, SD 57732 Ship Via: **Contract Carrier**

Ship Freight: Prepaid **Shipping Method: FOB Factory**

This Quote is valid for 30 days.

Estimated Lead Allow 7 to 9 (weeks) Time: for Production of your order.

All credit determinations are made by our Credit Department.

Comments:

- * Orders are released into production upon receipt of signed sales/purchase order, credit determination and (where applicable) deposit, payment bond,etc.
- * All products must be permanently affixed to the ground. Consult your local codes for regulations. Anchor bolts NOT provided.
- * Common Carrier unloading is the responsibility of the receiver.
- * While the vast majority of our components satisfy Buy America requirements, we must know if there are Buy America requirements before the order is placed.
- * It is the buyer's sole responsibility to inspect shipments at the time of delivery; any damage, loss, or shortage must be noted on the signed Proof of Delivery and reported to Victor Stanley within seven (7) days.
- * This quote is valid for shipment within normal production time. No deferred shipping dates are accepted without prior written approval.
- * Benches, other seating and tables ship partially unassembled unless otherwise stated by Victor Stanley, Inc.
- * Victor Stanley uses common carriers. Any additional service or re-consignment charges added during shipment will be the sole responsibility of the Buyer.
- *These comments are intended to be part of the terms and conditions of this sales quote.

QTY	Model No.	Description	Unit Cost	Total Price
40	REPLACESLAT	Replacement Slat w/Hardware For Existing C-10 6-FT 2x3 Maple 2nd Site Systems w/Uncoated Stainless Steel Bars	108.00	4,320.00
4	FC-12	Concourse Series 36-Gallon Litter Receptacle FC-12 Components	1,090.00	4,360.00

Many Victor Stanley, Inc. products are covered by patents including but not limited to

Many Victor Stanley, Inc. products are covered by patents including but not limited to the following: USA Patents D458.431 S; D441,932 S; D452,760 S; D450,166 S; D445,982 S; D483,538 S; D487,175 S; D487,537 S; D487,538 S; D445,238 S; D476,455 S; D476,454 S; D417,053; 6,339,944 B1; D385,231; 5,660,907; 5,791,047; D386,012; D376,937; D383,615,D376,271; D384,612; D523,263 S; D523,620 S; D526,805 S; D558,793 S; D582,169 S; D578,768 S; D579,684 S; D578,763 S; D582,169 S; D578,763 S; D579,684 S; D578,763 S; D581,173 S; D581,188 S; D583,689 S; D572,27 S; D579,864 S; D579,684 S; D578,763 S; D581,173 S; D581,188 S; D583,689 S; D572,27 S; D579,868 S; D542,993 S; D561,967 S; D595,918 S; D560,271 S; D579,684 S; D560,271 S; D595,973 S; D580,100,120 S; D600,770 S; D600,271 S; D506,271 S; D

Page: 1

P.O. Drawer 330, Dunkirk, MD 20754

VICTORSTANLEY.COM

SALES QUOTE

Sales Quote No: SQ120692

Revision Number: 0

Sales Quote Date: 07/20/22

1.800.368.2573 (USA + Canada) TEL 301.855.8300 FAX 410.257.7579

Sell To:

City of Deadwood Cindy Schneringer 108 Sherman Street Deadwood, SD 57732 **Customer No:** C013197 Phone No: 605-578-2082

Contact Name: Contact Phone No:

Terms: Net 30 Patty Torboli Associate:

Project Name: CITY OF DEADWOOD

Project Location State: SD

Ship To:

City of Deadwood 108 Sherman Street Deadwood, SD 57732 Ship Via: **Contract Carrier**

Ship Freight: Prepaid **Shipping Method: FOB Factory**

This Quote is valid for 30 days.

Estimated Lead Time:

Allow 7 to 9 (weeks) for Production of your order.

All credit determinations are made by our Credit Department.

		-	•	
QTY	Model No.	Description Black Plastic Liner Black	Unit Cost	Total Price
		Standard Tapered Formed Lid		
		Lid - Black		
3	C-10	Classic Series Contoured Bench	2,049.00	6,147.00
		C-10 Components		
		6-Foot		
		Black		
		2x3 Maple 2nd Site Systems Slats		
		w/Uncoated Stainless Steel Bars		
3	C-10	Classic Series Contoured Bench	1,890.00	5,670.00
		C-10 Components		
		4-Foot		
		Black		
		2x3 Maple 2nd Site Systems Slats		
		w/Uncoated Stainless Steel Bars		
1		Freight	4,088.62	4,088.62

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Many Victor Stanley, Inc. products are covered by patents including but not limited to the following:

USA Patents D458.431 S; D441,932 S; D452,760 S; D450,166 S; D445,982 S; D483,538 S; D477,177 S; D487,537 S; D487,538 S; D454,238 S; D476,455 S; D476,455 S; D477,053,039,944 Bi; D383,231,560,907,579,1047; D380,121; D376,947,038,0 S; D583,619,517,627; D384,512; D523,263 S; D583,693 S; D585,793 S; D582,698 S; D586,747,053,041,057,068 S; D578,769 S; D578,769 S; D578,694 S; D565,262 S; D5678,769 S; D573,768 S; D573,768 S; D573,768 S; D578,593 S; D583,208 S; D586,144 S; D578,684 S; D578,783 S; D581,178 S; D581,188 S; D563,883 S; D578,227 S; D578,685 S; D542,993 S; D561,967 S; D598,915 S; D595,916 S; D595,916 S; D595,916 S; D595,916 S; D595,916 S; D595,916 S; D595,916 S; D609,973 S; D601,770 S; D602,221 S; D606,271 S; D598,973 S; D601,923 S; D609,933 S; D586,062 S; D621,295 S; D621,295 S; D631,276 S

24,585.62 Sub-Total: 0.00 Tax:

24,585.62 Total: All figures are in US Dollars

Page: 2

STANDARD TERMS OF PRODUCTION

TAXES

Prices on the specified products are exclusive of all city, state and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. It is the responsibility of the purchaser to remit to the appropriate state or local authority all state sales tax not herein designated as well as the applicable use taxes, local taxes, permits and fees of any kind.

REGULAR PAYMENT TERMS

All payment terms are determined by the credit department. No order will be processed or placed into production until credit has been determined and a deposit has been received (if required). Purchaser is responsible for the timely payment of Victor Stanley's invoices within Victor Stanley's payment terms. In the unlikely event that collection activity is necessary due to the non-payment of past due invoices, Purchaser agrees that all collection charges, legal fees and interest incurred in such collection activity will be the sole responsibility of the Purchaser.

CANCELLATION FEE

Victor Stanley, Inc. manufactures all products to specific orders, and therefore reserves the right to charge a 30% cancellation fee if this order is canceled by the Buyer while goods are in production.

DELIVERY

All prices are FOB Factory unless otherwise stated by Victor Stanley, Inc. in writing.

INTEREST

If Buyer fails to pay in accordance with the terms of this agreement, an interest charge of 1.5% per month may be added to the unpaid balance.

ATTORNEYS' FEES

In the event that the Buyer fails to timely pay for the goods in accordance with the terms of this agreement or is otherwise in breach of its obligations to Victor Stanley, Inc., Buyer agrees to pay to Victor Stanley, Inc. the cost of collection, including its reasonable attorney's fees and suit costs.

DELAYS

Our lead time is an estimate only and Victor Stanley, Inc. is not responsible for any delays in our previously quoted or estimated shipping time. Victor Stanley, Inc. will not be liable for any damages, whether direct, indirect or consequential, associated with any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay. This also applies to any such delay, directly or indirectly, caused by, or in any manner arises from, production delays, fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these herein before specified).

NONCONFORMITY

All products made by Victor Stanley, Inc. are inspected before shipment, and should any of such materials prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Victor Stanley, Inc., Buyer shall not return the goods, but notify Victor Stanley, Inc. immediately, stating full particulars in support of claim, and Victor Stanley, Inc. will either replace goods upon return of the defective or unsatisfactory material or adjust the matter fairly and promptly, but under no circumstances shall Victor Stanley, Inc. be liable for consequential or other damages, losses, or expenses in connection with or by reason of the use of or inability to use materials purchased for any reason.

LIMITED WARRANTY

We warrant to the original purchaser the goods manufactured by us to be free from defects in material and workmanship for one year under normal use and service. Our obligation under this warranty shall be limited to the repair or exchange of any part or parts which may thus prove defective under normal use and service within one year from date of delivery, and which our examination shall disclose to our satisfaction to be defective. This warranty expressly excludes acts of misuse, vandalism or freight damage. Ductile Iron castings include a 10-year limited warranty against breakage. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON OUR PART.

CONDITIONS

All orders or contracts are accepted with the understanding that they are subject to Victor Stanley, Inc.'s ability to obtain the necessary raw materials, and all orders or contracts as well as shipments applicable thereto are subject to Victor Stanley, Inc.'s current manufacturing schedules, and government regulations, orders, directives, and restrictions that may be in effect from time to time.

CONTROLLING PROVISIONS

These terms and conditions shall supersede all provisions, terms and conditions contained on any confirmation order, or other prior or future writing by or to Buyer, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions in this Sales Order. Victor Stanley, Inc. makes no representations or warranties concerning this order except such as are expressly contained herein, and this Sales Order or its terms may not be changed or modified without the signed written agreement of an authorized representative of Victor Stanley, Inc.

CONTROLLING LAW AND VENUE

This Agreement shall be governed by and construed according to the laws of Maryland, without giving effect to its choice of law principles. The parties agree that all actions and proceedings arising out of or relating directly or indirectly to this Sales Order or any ancillary agreement or any other related obligation, including any action on any bond, shall be litigated solely and exclusively in the state or federal courts located in Maryland, and that such courts are convenient forums. Each party hereby submits to the personal jurisdiction of such courts for purposes of any such actions or proceedings.

SHIPPING CLAIMS

It is the sole responsibility of the Buyer to inspect all shipments at the time of receipt, both by comparing the number of packages received to the number outlined on the Bill of Lading, and by inspecting the packaging for damage. Damage, loss, or shortage must be noted on the signed Proof of Delivery prior to the departure of the delivery driver, and must be reported to Victor Stanley, Inc. within seven (7) days. Replacement cannot be guaranteed for damage, loss, or shortage not clearly noted on delivery paperwork and promptly reported to Victor Stanley, Inc. This includes damage to materials that will be stored for later use.

West Tower, Suite 600 Palm Beach Gardens, FL 33408



CUSTOMER NO.

DATE

INVOICE NO.

576662

07/18/22

CLH16289001

AMOUNT DUE 17,500.00

INVOICE

PAYMENT DUE UPON RECEIPT

OTIS ELEVATOR COMPANY P.O. BOX 73579

MAKE CHECK PAYABLE TO: OTIS ELEVATOR COMPANY

CHICAGO 606733579

ENCLOSE THIS COUPON WITH YOUR PAYMENT.

IL

CITY OF DEADWOOD 67 DUNLOP AVE

DEADWOOD 577321510 SD

TO PAY YOUR INVOICES ONLINE, OR TO SET UP RECURRING PAYMENTS, PLEASE VISIT OUR

PAYMENT PORTAL AT: HTTPS://OTIS.PAYINVOICEDIRECT.COM/

INVOICE

DETACH RETURN DOCUMENT ALONG PERFORATION

OTIS ELEVATOR COMPANY ** INVOICE CHARGES **

BUILDING REFERENCE ADAMS MUSEUM 54 SHERMAN STREET

CUSTOMER NO. 576662

DATE 07/18/22 INVOICE NO CLH16289001

DEADWOOD 57732

SD

100% DOWN PAYMENT INSTALL NEW OIL FOR ELEVATORS. PER PROPOSAL # JM0220716110201

> 17,500.00 SUBTOTAL .00 TAX FREIGHT .00

> TOTAL AMOUNT DUE 17,500.00

ANY QUESTIONS CONCERNING THIS INVOICE, CONTACT OTIS

AT: (515-270-2066)

WE CERTIFY THAT GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 HEREOF.

OVERDUE PAYMENTS SHALL BEAR AN INTEREST CHARGE OF THE OVERDUE AMOUNT CALCULATED FROM THE PAYMENT DUE DATE OF THE INVOICE AT THE RATE OF ONE AND ONE HALF PERCENT (1.5%) PER MONTH OR THE MAXIMUM RATE ALLOWED BY APPLICABLE LAW, WHICHEVER IS LESS.

Section 10 Item g.

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: July 29, 2022

To: Deadwood City Commission

From: Kevin Kuchenbecker, Historic Preservation Officer

Re: Request from Deadwood Public Art Committee for Temporary Loan

The Deadwood Arts Committee has been working on creating a life-sized bronze sculpture of Calamity Jane sitting on a park bench. This will be a great addition to our Wild Bill sculptures already in place. The Committee has been working with Paul Moore and Crown Arts, Inc in designing the sculpture.

The purchase price of the bronze sculpture is \$90,000.00. One-half (\$45,000.00) of the purchase price is required to begin the creation of the clay maquette for the use in the enlargement process along with finalizing the design for casting the final bronze sculpture. The Committee is requesting financial support in the form of the loan for the required one-half of the price to begin the project. These funds would be paid out of the Public Education fund and repaid to the Public Education fund upon successfully raising the funds for the entire project.

The Committee is presently seeking donations to cover the total cost of the project. These funds would be paid back to the Deadwood Historic Preservation Commission on or before the completion of the sculpture. Once completed the bronze sculpture will be the property of the Deadwood Historic Preservation Commission.

The Historic Preservation Commission reviewed this request at their July 27, 2022 meeting and recommend loaning the one-half (\$45,000.00) of the purchase price required to begin the creation of the Calamity Jane sculpture by Crown Arts, Inc. with funds being paid out of the Public Education line item and repaid back to the Public Education line item.

RECOMMENDED MOTION:

Move to approve funding one-half (\$45,000.00) of the purchase price required to begin the creation of the Calamity Jane sculpture by Crown Arts, Inc. with funds being paid out of the Public Education line item and refunded to the Public Education line item.

COMMISSION ART AGREEMENT

	This contract for a specially commissioned work of art made and entered into as
of the	2022, by and between Crown Arts, Inc. ("Artist") and
	("Purchaser").

WITNESSETH

WHEREAS, The Purchaser selected and requested the sculptor Paul Moore to create a life-size figure of Calamity Jane seated on a bench; and

WHEREAS, the Purchaser is familiar and satisfied with the artistic accomplishments of the Artist; and

WHEREAS, after the Sculpture has been completed in clay by the Artist, the Sculpture will be cast in bronze at a foundry selected in accordance with Section 4 hereof; and

NOW, in consideration of the mutual covenants contained herein, Artist and Purchaser agree as provided herein:

1. CREATION OF THE SCULPTURE

- a) The subject of the Sculpture will be a life-size figure of Calamity Jane seated on a bench in a composition already approved by the Purchaser per the maquette (small version) that has been created by the Artist.
- b) Artist agrees to create a clay maquette (small version) for use in the enlargement process. Purchaser has the right to inspect and approve, in its sole discretion, the maquette. Inspection must be made in a reasonable time frame as not to interfere with Date of Delivery (Section 6). Artist will incorporate changes suggested by Purchaser into the maquette only if suggestions do not compromise Artist integrity. Once the maquette has been prepared and has been approved by Purchaser and the composition has been agreed upon it will be the basis for the Sculpture.
- c) The Artist agrees to complete the Sculpture based upon the agreed composition, upon completion in clay by the Artist it will be cast in bronze.
- 2. ARTIST TO UTILIZE BEST EFFORTS. Artist agrees that in completion of the Sculpture, Artist shall use his best efforts and artistic skills in order to complete the Sculpture in accordance with this Contract and Artist's standards of excellence.
- 3. PURCHASE PRICE. Purchaser agrees to pay to the Artist the sum of ninety thousand dollars no cents (\$90,000.00) as the total purchase price for the Sculpture. The purchase price shall be paid as follows:

- i) One-half (1/2) (\$45,000.00) (non-refundable) of the purchase price shall be paid by the Purchaser to the Artist and work will begin in accordance with Section 1b;
- ii) The remaining one-half (1/2) (\$45,000.00) of the purchase price shall be paid by the Purchaser to the Artist upon completion of the Sculpture at the foundry. Shipping, base, installation, landscaping, lighting, labor and any mechanical equipment required for the installation will be provided by Purchaser.

For the purpose of this Section 3, the term "purchase price" includes all fees for the preliminary designs, creation, construction and finishing of the Sculpture (mold and casting charges). The purchase price does not include any sales tax which will be paid separately by Purchaser if applicable.

4. CASTING OF THE SCULPTURE. The parties hereto agree that the Sculpture will be cast in bronze at a foundry of the choice of the Artist.

5. DELIVERY OF THE SCULPTURE.

a) Upon completion of the casting of the Sculpture by the foundry, the bronze			
Sculpture shall be shipped at Purchasers expense to the site selected by the Purchaser.			
Artist shall notify the Purchaser in order to make arrangements for delivery and			
installation of Sculpture at the Site.			
b) The Sculpture will be installed at a location			

b) The Sculpture will be installed at a location ______, City of Deadwood, SD as selected by Purchaser. The location, as finally selected by Purchaser is the "Site".

- c) The Sculpture will be designed to be permanently affixed to a base/foundation ("Base") and will become a fixture of the property in which it is installed. Purchaser will be responsible for designing and drawing the specifications for the Base ("Specification").
 - d) The Artist will have final approval of base design.
- e) The Base shall be constructed by the Purchaser in accordance with the Specifications. All costs and expenses associated with constructing the Base shall be paid by Purchaser.
- 6. DATE OF DELIVERY. The Artist agrees to have completed the Sculpture so that the Sculpture may be in a satisfactory condition for casting by the foundry selected and to have the completed work delivered and installed at the Site no later than ______. The parties agree that time is of the essence in the performance of this Contract.
- 7. ASSIGNMENT OF RIGHTS BY ARTIST. Artist shall own the copyrights, all molds, the maquettes and preliminary work. Artist grants to Purchaser a limited, nonexclusive license to make photographic and digital reproductions of the Sculpture solely for inclusion in Purchaser's catalogues, books, brochures, postcards, posters, invitations, magazines, newspapers, journals, films, television programs, and other electronic media ("Print (s)"), provided each such use is in furtherance of Purchaser's taxexempt purposes. The Purchaser shall include in or on all Print(s) and in or on all

products notice of Artist's copyright of work as follows: © Paul Moore 2022 or Copyright Paul Moore 2022.

- 8. GOVERNING LAW. The Contract shall be governed in accordance with the laws of the State of Oklahoma.
- 9. BINDING EFFECT; AUTHORITY. This Contract shall be binding upon the parties hereto, their respective successors, assigns and heirs.
- 10. NOTICES. Any notices required to be given pursuant to the terms of the Contract shall be deemed properly made if such notices are deposited in the United States Mail with postage prepaid addressed as follows:

To Artist:

Paul Moore c/o Crown Arts, Inc. 6015 Crooked Oak Dr. Norman, Oklahoma 73026

To Purchaser:

In witness whereof, Artist and Purchaser have executed this agreement as of the date first above written.

CROWN ARTS, INC.	Date
Paul Moore, President	
City of Deadwood, SD	