



City Commission Regular Meeting Agenda

Monday, November 07, 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 October 17, 2022 City Commission minutes.

4. **Approve Bills**

[a.](#) Approval of Bill List for November 7, 2022.

5. **Items from Citizens on Agenda**

- a. Years of Service Employee Recognition for 2022 -
William Burleson - 25 years (February 18, 1997)
Robert Radensleben - 25 years (July 1, 1997)
Mike Runge - 20 years (July 2, 2002)
Misty Trehwella - 10 years (March 3, 2012)
Casey Nelson - 10 years (September 12, 2012)
Erik Jandt - 5 years (January 1, 2017)
Karla Dower - 5 years (January 18, 2017)

[b.](#) Acknowledge Michael Runge, City Archivist, being inducted into the SDML Hall of Fame for 20 years of service. (Presented at the 2022 SDML Conference.)

6. **Consent Agenda**

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

a. Permission to pay Southside Service for 5,500 gallons of gasoline at \$3.09 per gallon.

[b.](#) Renew Liquor and Wine Licenses for 2023, pending payment of Business Improvement District and property taxes.

- c. Acknowledge price increase from \$4.12 to \$4.32 per gallon of 5,500 gallons of diesel approved and purchased from Southside Oil on October 3, 2022.
- d. Acknowledge issuance of City of Deadwood Medical Cannabis license to Deadwood Growhouse dba Trails Head Cannabis Company at 32 Charles St.
- e. Permission to approve and authorize Mayor to sign contract with Dr. Peter Brown of the Rocky Mountain Tree-Ring Research facility in an amount not to exceed \$12,000.00 for the 2022 Deadwood Fire History Project. (Budgeted in the 2022 HP Archives budget)
- f. Approve Resolution 2022-21 Schedule of Rates for Event Center and Outlaw Square Ticket Surcharge effective January 1, 2023. 2023 already approved events at the \$2.00 rate are: Snocross, Back When They Bucked and 3-Wheeler Rally.
- g. Permission for the interim Public Works Director, Kevin Kuchenbecker, to sign and to submit Trail Proposal application with the Black Hills National Forest for trail connection between Mt. Roosevelt and the City of Deadwood.
- h. Adopt updated Event Complex Application to include change in deposit amounts effective January 1, 2023. \$1,250.00 (no Alcohol) and \$2,500.00 (serving alcohol.) Each includes at \$250.00 non-refundable administrative fee. 2023 already approved events are: Back When They Bucked and 3-Wheeler Rally.
- i. Permission to sign Notice of Award and Agreement Form with Corr Construction regarding the Timm Lane Bridge project.
- j. Permission to hire Patrick Kaiser as full-time (certified) patrol officer at \$25.79 per hour effective November 9, 2022 pending pre-employment screening.
- k. Permission to add phone stipend for Forrest Wilson effective November 1, 2022.
- l. Remove seasonal public works employee, Greg Nelson, from payroll effective September 1, 2022.
- m. Adopt department head organizational chart for city operations.
- n. Permission to adopt new wage scale for new hires within the City of Deadwood.
- o. Permission to advertise in-house for 5 days and then in official newspaper for Public Buildings Technician at \$19.00-\$21.00 per hour, depending on experience. (D9-D11 rank)
- p. Permission to transfer Troy Jassman from Public Buildings Technician to Water and Wastewater Maintenance Operator at \$23.00 per hour, effective November 14, 2022.
- q. Permission to advertise in-house for 5 days and then in official newspaper, if needed, for Rec Center Program Coordinator at \$19.21 per hour. Position starting January 1, 2023.
- r. Permission to create department head and adopt position description for a Parks, Recreation and Events Director.
- s. Permission to advertise for the Parks, Recreation and Events Director in-house for five days and in official newspaper, if not filled.

- t. Permission to accept description changes to the Parks Superintendent and Recreation Center Manager positions.
- u. Permission to create department head and adopt position description for a Parking and Transportation Director.
- v. Permission to advertise for the Parking and Transportation Director in-house for five days and in official newspaper, if not filled.
- w. Permission to accept position description changes to the Transportation Superintendent and Community Service Officers.
- x. Permission to create and adopt position description for a Parking Ramp Manager.
- y. Permission to advertise in-house for five days and then in official newspaper (if needed) for new Parking Ramp Manager position at \$19.00 per hour (D9 rank) starting January 1, 2023.
- z. Adopt department head description changes to the Police Chief and Public Works Director positions.
- aa. Permission to accept position description changes to the Public Buildings Superintendent, Streets Superintendent and Water Wastewater Superintendent.
- bb. Assign additional duties to the Historic Preservation Officer to include Planning & Zoning duties.

7. **Bid Items**

- a. Results of bid opening on November 3, 2022 at 2:00 p.m. for a 2022 or newer F-600 Ford Chassis 4x4 Regular Cab truck or equivalent for the Streets Department sander. McKie Ford, Lincoln - \$69,480.00

8. **Public Hearings**

- a. Set public hearing on November 21 for Retail (on-off sale) Malt Beverage License transfer from Salon 14A LLC at US HWY 14A to Salon 14A at 68 Main Street.
- b. Set public hearing on November 21 for SnoCross Events: open container Friday, January 27 from 11:00 a.m. to 2:00 a.m. on Saturday, January 28, and Saturday, January 28 from 11:00 a.m. to 2:00 a.m. on Sunday, January 29. Special temporary full liquor license for Deadwood Chamber on Friday, January 27 and Saturday, January 28, 2023 from 11:00 a.m. to 10:00 p.m. each day and fireworks display at 6:00 p.m. each day at the Event Complex.
- c. Set public hearing on November 21 for K-9 Keg Pull event: open container in zones 1 and 2 noon to 10:00 p.m., Main Street closure from Deadwood Street to Pine Street 9:00 a.m. to 6:00 p.m. and waiver of banner fees on Saturday, January 28, 2023
- d. Set public hearing on November 21 for Mardi Gras Events: open container in zones 1 and 2 on Friday, February 10 from 5:00 p.m. to 10:00 p.m., Saturday, February 11 from noon to 10:00 p.m., street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street from 6:45 p.m. to 8:00 p.m. or until parade ends on Saturday, February 11, 2023.

- e. Set public hearing on November 21 for 3 Wheeler Rally Event: parking on Main Street from Wall to Deadwood Street, (northwest side only) Wednesday, July 12 from 11:15 a.m. to 2:00 p.m.; street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street Thursday, July 13 from 8:30 p.m. until parade ends; open container Sunday, July 10 though Thursday, July 14, 2023 from 11:00 a.m. to 10:00 p.m. each day at Event Complex.

9. **Old Business**

- a. Permission for the Mayor to sign updated Master Lease Agreement with Connell Equipment Leasing Company for the Model S30 Ride-On Sweeper from Tennant Sales and Service Company (Lease approved by City Commission on 08/15/2022.)

10. **New Business**

- a. Permission to pay Simon for Sampson Mill and Overlay project (contract signed 6/6/22) in the amount of \$282,218.00. (To be paid out from Streets improvements budget.)
- b. Permission for the interim Public Works Director, Kevin Kuchenbecker, to sign and submit amended Site Inspection Report with the FEMA for the damage to Whitewood Creek during the July 2019 flood event.

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

12. **Executive Session**

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

13. **Adjournment**

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

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

*Please practice the CDC's social distancing recommendations.
Please be considerate of others and if you no longer have business activities during the meeting, do not feel obligated to remain.*

REGULAR MEETING, OCTOBER 17, 2022

The Regular Session of the Deadwood City Commission convened on Monday, October 17, 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 Charlie Struble. Commissioner Gary Todd was absent. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Struble moved, Johnson seconded to approve the minutes of October 3, 2022. Roll Call: Aye-All. Motion carried.

APROVAL OF DISBURSEMENTS

Martinisko moved, Struble seconded to approve the October 17, 2022 disbursements as amended. Roll Call: Aye-All. Motion carried.

ACE HARDWARE	SUPPLIES	8.26
ACE INDUSTRIAL SUPPLY	SUPPLIES	1,890.55
ADAMS SALVAGE	SERVICE	8.61
ALBERTSON ENGINEERING	PROJECT	11,084.45
ALLEN, KEN	GRANT	9,407.46
ALSCO	SUPPLIES	118.49
AMAZON CAPITAL	SUPPLIES	2,003.89
AMAZON	SERVICE	200.36
AMERICAN RED CROSS TRAINING	SUPPLIES	70.00
ANCESTOR CONCRETE	PROJECT	10,000.00
ASSOCIATED BAG	SUPPLIES	104.61
BADGER METER	SERVICE	153.00
BH CHEMICAL	SUPPLIES	669.97
BH ENERGY	SERVICE	28,524.45
BH EXTERIORS	PROJECT	4,489.13
BH PIONEER	SERVICE	794.83
BH SECURITY	SERVICE	145.41
BOOKLIST	SUBSCRIPTION	174.95
BUTTE COUNTY EQUIPMENT	SUPPLIES	104.13
CENTURY BUSINESS PRODUCTS	CONTRCT	310.12
CHAINSAW CENTER	RENTAL	770.00
DAKOTA TITLE	SERVICE	120.00
DEADWOOD ALIVE	SEPTEMBER	30,000.00
DEADWOOD CHAMBER	BILL LIST	30,874.22
DVFD	STAFFING	1,354.05
DEADWOOD GRANITE	SERVICE	1,875.00
DJ CUSTOMS	PROJECT	13,259.07
ECOLAB	SERVICE	101.02
FASTENAL	SUPPLIES	2,751.59
FERBER ENGINEERING	SERVICE	2,350.00
FIB CREDIT CARDS	SUPPLIES	1,218.11
G&G GARBAGE	RENTAL	275.00
GALLS	UNIFORMS	44.35
GENERAL EQUIPMENT	SUPPLIES	133.40
GOLDEN WEST	SERVICE	5,249.96
GUNDERSON, PALMER, NELSON	SERVICE	6,115.62
HANSEN WHEEL & WAGON SHOP	SUPPLIES	106.70
HAWKINS	SUPPLIES	1,118.78
HILLYARD	SUPPLIES	293.28
HUBER, WEEDEN	PROJECT	1,500.00
INTREPID NETWORKS	SUBSCRIPTION	122.00
IPS GROUP	SERVICE	5,656.79
JACOBS WELDING	SERVICE	37.80
KELTEK	TERMINALS	38,668.24
KNECHT	SUPPLIES	448.06
KONE CHICAGO	MAINTENANCE	519.25
LAKOTA CONTRACTING	UNIFORMS	160.70
LAWRENCE CO. REGISTER	SERVICE	120.00
LAWSON PRODUCTS	SUPPLIES	476.00
LEAD-DEADWOOD SANITARY	SERVICE	1,400.83
LIGHTING MAINTENANCE	REPAIR	535.70
LYNN'S	SUPPLIES	42.47
MACK'S AUTO BODY	SERVICE	1,689.44
MACQUEEN EMERGENCY	SERVICE	4,284.41
MACROVISION	PROJECT	1,440.00
MARCO	CONTRACT	400.43
MCDIRT EXCAVATION	SERVICE	5,440.00
MCKILLIP, KATHY	REIMBURSEMENT	614.13
MICHAEL TODD & COMPANY	SUPPLIES	1,015.79
MIDWEST TAPE	SUPPLIES	287.87
MODERN MARKETING	SUPPLIES	257.54
MOHR, TRENT	REIMBURSMENT	160.41
MONUMENT HEALTH	TESTING	304.00
MOUNTAIN AIR MECHANICAL	PROJECT	5,229.23
MS MAIL	SERVICE	1,038.55
MUTUAL OF OMAHA	INSURANCE	256.64
NHS OF THE BLACK HILLS	SERVICE	3,258.00
NORTHWEST PIPE FITTINGS	SUPPLIES	1,532.85
NOVA FITNESS EQUIPMENT	TREADMILLS	10,380.60
ODD JOB CONSTRUCTION	PROJECT	1,037.72
ONSITE FIRST AID	SUPPLIES	601.78
OTIS ELEVATOR	MAINTENANCE	1,467.50

REGULAR MEETING, OCTOBER 17, 2022

PASTPERFECT SOFTWARE	SERVICE	812.00
POWERPLAN OIB	SUPPLIES	227.02
QUIK SIGNS	SERVICE	3,081.40
QUILL	SUPPLIES	224.39
RASMUSSEN MECHANICAL	SERVICE	1,108.94
RCS CONSTRUCTION	PROJECT	47,579.80
RUNGE, MIKE	REIMBURSEMENT	296.73
SAFETY BENEFITS	REGISTRATION	375.00
SANDER SANITATION	SERVICE	12,104.18
SCHMIDT, CHRIS	PROJECT	11,615.00
SCOTT PETERSON MOTORS	SERVICE	2,550.82
SCOTT PETERSON MOTORS	SUPPLIES	139.86
SD COMMISSION ON GAMING	CITY SLOTS	29,829.55
SD DEPT. OF REVENUE	TAXES	8,680.76
SOUTH DAKOTA 811	SERVICE	208.32
SOUTHSIDE OIL	ANTIFREEZE	459.25
SOUTHSIDE SERVICE	SERVICE	630.55
STALDER, LORNI	SUPPLIES	109.80
STURDEVANT'S	SUPPLIES	21,569.57
SUMMIT FIRE PROTECTION	SERVICE	7,312.00
THE GLASS SHOP	SERVICE	1,800.00
THE LIBRARY STORE	SUPPLIES	1,086.17
THOMPSON, MARK	PROJECT	5,229.23
TOMS, DON	PROJECT	600.00
TRAFFIC CONTROL	SUPPLIES	43.00
TREE WISE MEN	PROJECT	41,000.00
TRIDLE, JOHN	REIMBURSEMENT	25.54
TRIPLE K	SERVICE	192.50
TRUGREEN	SERVICE	2,268.73
VERIZON CONNECT	SERVICE	171.60
VERIZON CONNECT NWF	SERVICE	95.95
VICTOR STANLEY	SUPPLIES	3,181.00
VIEHAUSER ENTERPRISES	SERVICE	9,809.68
VISIONARY LANDSCAPING	PROJECT	900.00
W.D. MASONRY	PROJECT	48,604.17
WELLS PLUMBING	SERVICE	848.07

Total \$523,428.13

ITEMS FROM CITIZENS ON AGENDA

Mayor Ruth stated City of Deadwood received a Gold Level Loss Control/Safety Achievement Award from South Dakota Public Assurance Alliance and South Dakota Municipal League Workers Compensation Fund during South Dakota Municipal League Conference. Commission thanked staff.

CONSENT

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

- A. Permission ion for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Susan E. Shama Caldwell and Philip E. Shama.
- B. Permission to hire Forrest Wilson as Community Service Officer at \$19.00 per hour effective November 1, 2022 pending pre-employment screening.
- C. Remove seasonal Mt. Moriah employees Ruth Durst, Gertrude Anderson, Mike Olsen and Georgeann Silvernail from payroll effective October 25, 2022.
- D. Permission to hire Carrie Kappes as part-time (not to exceed 19 hours per week) Para Transit Driver at \$14.50 per hour effective October 24, 2022 pending pre-employment screening.
- E. Accept resignation of Teresa Tomford, seasonal Park Technician, effective October 14, 2022.
- F. Permission for the Mayor to sign Temporary Construction Easement with Rand T. Williams and Gayla J. Williams for retaining wall project along City Creek behind 458 Williams Street.
- G. Permission for the Mayor to sign Permanent Retaining Wall Maintenance Easement and Permanent Access Easement with Rand T. Williams and Gayla J. Williams for retaining wall project along City Creek behind 458 Williams Street.
- H. Permission for the Mayor to sign Temporary Construction Easement with Meghan Clemens for retaining wall project along City Creek behind 458 Williams Street.
- I. Permission for the Mayor to sign Permanent Retaining Wall Maintenance Easement and Permanent Access Easement with Meghan Clemens for retaining wall project along City Creek behind 458 Williams Street.
- J. Permission for the Mayor to sign Temporary Construction Easement with Peter Curry and Teresa Hamilton for retaining wall project along City Creek behind 458 Williams Street.

REGULAR MEETING, OCTOBER 17, 2022

- K. Permission for the Mayor to sign Permanent Retaining Wall Maintenance Easement and Permanent Access Easement with Peter Curry and Teresa Hamilton for retaining wall project along City Creek behind 458 Williams Street.
- L. Permission for the Mayor to sign Permanent Retaining Wall Maintenance Easement and Permanent Access Easement with J&T Keehn Rentals, LLC for retaining wall project along City Creek behind 458 Williams Street.
- M. Permission for Mayor to sign letter of commitment for Lawrence County Pre-Disaster Mitigation Plan.
- N. Permission to pay Tallgrass Landscape Architecture for Phase 6 of clean up to Whitewood Creek in the amount of \$4,287.50. (To be paid from the Parks - CIP Whitewood Creek line item.)
- O. Permission to pay One Way Service Pros for installation of new Navien boiler for snow melt system at City Hall in the amount of \$9,307.83. (\$586.73 more than originally approved on April 4, 2022. To be paid by Public Buildings repair line item.)
- P. Request approval of Outside-of-Deadwood Grant request from Plankinton Preservation Society for emergency work to stabilize the veranda of the Historic Sweep Van Dyke Hotel in the amount of \$4,300.00. (Approved by Historic Preservation Commission on October 12, 2022.)
- Q. Permission to pay Barry's Electric in the amount \$4,540.30 for electrical services at the Fire Department. (To be paid by Public buildings professional services line item.)
- R. Permission to purchase and pay Butler Machinery in the amount of \$6,068.70 for thumb bucket for backhoe loader. (To be paid from Water Department equipment line item.)
- S. Permission to pay Rasmussen Mechanical Services in the amount of \$9,027.97 for emergency repairs to HVAC unit at City Hall. (To be paid by Public Buildings professional services line item.)
- T. Accept low quote for four vehicular wayfinding signs with Rosenbaum Signs in the amount of \$15,375.00. (To be paid by HP Capital Assets - Wayfinding.)

BID ITEMS**Timm Lane Bridge (continued from October 3, 2022)**

Historic Preservation Officer Kuchenbecker spoke about the project, bids and stated staff recommends awarding bid to Corr Construction. Martinisko moved, Johnson seconded to Structure and Approach Grading PCN 075J – Project BRO8041(00)19-1 Timm Lane Bridge to Corr Construction in the amount of \$673,721.66. Roll Call: Aye-All. Motion carried.

OLD BUSINESS**Agreement**

Martinisko moved, Johnson seconded to continue Master Lease Agreement with Connell Equipment Leasing Company for the Model S30 Ride-On Sweeper from Tennant Sales and Service Company (Lease approved on August 15, 2022) Roll Call: Aye-All. Motion carried.

NEW BUSINESS**Findings of Fact**

Martinisko moved, Johnson seconded to act as Board of Adjustment and approve Findings of Fact and Conclusion – Conditional Use permit – Condominiums – Keating Resources at 51, 53 and 55 Sherman Street. Legal Description as follows: (The Northern one foot six inches (1'6") of Lot 17, All of Lots 19, 21, 23, 25 and Vacated alley between Lot 23 and Lot 25, and All of Lot 26, and Lot 27, All in Block 30 of The City of Deadwood According to the P.L. Rogers Map of The City of Deadwood. Less and Except Tract 1 of Miller Street Subdivision According to Plat Document #2012-05646, and Less and Except Wild Bill Lot According to Plat Document #2012-03484, All Located in the SW1/4 of Section 23, T5N, R3E, BHM, City of Deadwood, South Dakota.) Recommend approval by Planning and Zoning Commission on September 21, 2022 and approved by Board of Adjustment on October 3, 2022. Planning and Zoning Administrator Russell stated moving forward the permit should be allowed to run with the land instead of the applicant and asked for direction. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, OCTOBER 17, 2022

Findings of Fact

Martinisko moved, Struble seconded to act as Board of Adjustment and approve Findings of Fact and Conclusion – Request for Variance – 10.04.020 K Street Grades and Alley. Maximum Street Grades R1 (Residential) District 9% - The Summit at Deadwood Stage Run. Legal Description as follows: Palisades Tract of Deadwood Stage Run Addition, Formerly Tracts E, F, G, H, I, J, K and L and the Remaining Portion of MS 696 Palisades Stone Placer, All Located in the SW1/4, Section 14, The SE1/4 of Section 15, The NE1/4NE1/4 of Section 22 and the N1/2NW1/4 of Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota. Recommend approval by Planning and Zoning Commission and Board of Adjustment on October 5, 2022. Roll Call: Aye-All. Motion carried.

Agreements

Russell spoke about the agreements with JLG Architects and Walker Consultants. He stated the agreement for the design and construction is allowing city to move forward with the parking management plan. When the study was conducted of where the garage should be, there was discussion on if a garage is actually needed. The parking plan will look into the current parking lots, structures, enforcement and permits.

Martinisko moved, Johnson seconded to allow Mayor to sign agreement between The City of Deadwood and JLG Architects for the design and construction of the Miller Street Parking Garage. Roll Call: Aye-All. Motion carried.

Struble moved, Martinisko seconded to allow Mayor to sign agreement with Walker Consultants for the development of Parking Management Plan for The City of Deadwood in an amount not to exceed \$150,000.00 (To be paid from Parking and Transportation Professional Services line item.) Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Mike Runge introduced Dr. Peter Brown, Rocky Mountain Tree Ring Research, who has been working a several different projects throughout the City of Deadwood. He stated the current project is dating the fire history and reconstructing the environmental history of Deadwood Gulch Fire. Dr. Brown discussed the history of fire and what it means in terms of future forest dynamics and forest management. He showed a tree slab showing fire scars from the 2002 and 1959 fires.

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

ADJOURNMENT

Struble moved, Martinisko seconded to adjourn the regular session at 5:24 p.m. and convene into Executive Session for personnel matters per SDCL 1-25(1) with possible action. The next regular meeting will be on Monday, November 7, 2022 at 5:00 p.m.

After coming out of executive session at 5:33 p.m., Martinisko moved, Johnson moved to adjourn.

ATTEST:	DATE: _____
_____	BY: _____
Jessicca McKeown, Finance Officer	David Ruth Jr., Mayor

Published once at the total approximate cost of _____

PACKET: 05949 COMBINED - 11/8/22

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3309	THE LORD'S CUPBOARD					
		I-10/13/2022	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	49.85
		I-10/21/2022	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	81.90
		I-11/01/2022	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	56.75
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 188.50
01-0545	LYNN'S DAKOTA MART					
		I-10/20/2022	101-4111-426	SUPPLIES BOSS' DAY LUNCH - COMM.	000000	43.96
01-0942	INNOVATIVE OFFICE SOLUT					
		I-141803-1	101-4111-426	SUPPLIES COMMISSION MINUTE BOOK & PAPER	000000	547.85
01-0966	PETTY CASH-FINANCE OFFI					
		I-10/31/2022	101-4111-426	SUPPLIES PETTY CASH-FRAME/COMM.MTG.	000000	2.00
01-1838	RAMKOTA HOTEL					
		I-10036D - 11/3/22	101-4111-422-01	PROF. SERV. S 6 ROOMS - SAFETY CONF./PIERRE	000000	606.00
01-4372	MARTINISKO, SHARON					
		I-11-03-2022	101-4111-427	TRAVEL MILEAGE REIMBSMT - SDML CONF.	000000	378.42
01-4570	CHAPTER Y - PEO					
		I-10/26/2022	101-4111-426	SUPPLIES POINSETTIAS - CITY HALL	000000	75.00
				DEPARTMENT 111	COMMISSION	TOTAL: 1,653.23
01-0433	WELLMARK BLUE CROSS BLU					
		I-222840000830	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,675.85
01-0545	LYNN'S DAKOTA MART					
		I-10/12/2022	101-4142-426	SUPPLIES ICE AND 24PK WATER -HP/FINANCE	000000	10.97
01-0966	PETTY CASH-FINANCE OFFI					
		I-10/31/2022	101-4142-426	SUPPLIES PETTY CASH- FIN.OFC.SUPPLIES	000000	28.68
01-1171	A & B BUSINESS SOLUTION					
		I-IN992868	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	146.52
01-2160	CRAMER MARKETING					
		I-40442	101-4142-426	SUPPLIES YEAR END TAX FORMS - FINANCE	000000	197.60
01-3877	MUTUAL OF OMAHA					
		I-001434776294	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	16.06
				DEPARTMENT 142	FINANCE	TOTAL: 3,075.68

PACKET: 05949 COMBINED - 11/8/22

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-222840000830	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,349.66
01-0553	MONTANA DAKOTA UTILITIE					
	I-NAT GAS 10/24/22	101-4192-428-17	UTILITIES - D GAYVILLE 170 BLACKTAIL	000000	42.04	
	I-NAT GAS 10/24/22	101-4192-428	UTILITIES - PERMANENT METER LOCATION	000000	422.00	
	I-NAT GAS 10/24/22	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	244.00	
	I-NAT GAS 10/24/22	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	176.99	
	I-NAT GAS 10/24/22	101-4192-428-04	UTILITIES - C CITY HALL	000000	500.57	
	I-NAT GAS 10/24/22	101-4192-428-07	UTILITIES - F FIRE HALL	000000	442.79	
	I-NAT GAS 10/24/22	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	186.05	
	I-NAT GAS 10/24/22	101-4192-428-09	UTILITIES - H HARCC	000000	292.56	
	I-NAT GAS 10/24/22	101-4192-428-10	UTILITIES - L LIBRARY	000000	156.55	
	I-NAT GAS 10/24/22	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	106.03	
	I-NAT GAS 10/24/22	101-4192-428-13	UTILITIES - R RECREATION CENTER	000000	4,941.62	
	I-NAT GAS 10/24/22	101-4192-428-14	UTILITIES - S CITY SHOP PUBLIC WORKS	000000	166.75	
	I-NAT GAS 10/24/22	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	136.15	
	I-NAT GAS 10/24/22	101-4192-428-19	UTILITIES - G PLUMA PARK 418 CLIFF ST	000000	39.75	
	I-NAT GAS 10/24/22	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	388.48	
	I-NAT GAS 10/24/22	101-4192-428-24	UTILITIES - O 703 MAIN OUTLAW SQUARE	000000	94.94	
01-0578	TWIN CITY HARDWARE & LU					
	I-2209-213659	101-4192-426	SUPPLIES ALKALINE BATTERIES/PUB BLDGS	000000	11.99	
	I-2209-213982	101-4192-425-07	REPAIRS - FIR ROYAL SLSET VALVE/FIRE HALL	000000	229.99	
	I-2209-214091	101-4192-426	SUPPLIES 10 PK 30K BULBS/PUB BLDGS	000000	38.49	
	I-2209-214284	101-4192-426	SUPPLIES HANG STRAP-HOSE HANGER/PUB BLD	000000	53.96	
	I-2209-214385	101-4192-426	SUPPLIES PLASTIC SPRAY BOTTLE/PUB BLDGS	000000	6.49	
	I-2209-214529	101-4192-425-02	REPAIRS - ADA MECHANICAL TIMER/ADAMS MUS	000000	8.99	
	I-2210-215268	101-4192-425-07	REPAIRS - FIR DUPLEX-REC WALL PLATES/FIRE HA	000000	5.48	
	I-2210-215324	101-4192-425-24	REPAIRS - OUT KICKDOWN DOOR STOP/OUTLAW SQ	000000	8.99	
	I-2210-215490	101-4192-425-24	REPAIRS - OUT KEYBOARD DUSTER-FASTENERS/OSQ	000000	49.23	
	I-2210-215579	101-4192-426	SUPPLIES COMPACT UTILITY KNIFE/PUB BLDG	000000	7.49	
	I-2210-215674	101-4192-425-03	REPAIRS - BAL MOTION SENSOR SWITCH/BASEBALL	000000	22.99	
	I-2210-216231	101-4192-426	SUPPLIES VACUUM REPAIR-SCREWDRIVER/PB	000000	73.98	
	I-2210-217086	101-4192-425-17	REPAIRS-DAYS FLAT POLY RUSH/DAYS MUSEUM	000000	8.46	
	I-2210-217156	101-4192-426	SUPPLIES SIPHON PUMP-FASTENERS/PB	000000	25.15	
	I-2210-217544	101-4192-425-04	REPAIRS - CIT FASTENERS/PUB BLDGS	000000	0.40	
	I-2210-217942	101-4192-426	SUPPLIES (10) CUBE SOFTENER SALT/PB	000000	99.90	
01-0966	PETTY CASH-FINANCE OFFI					
	I-10/31/2022	101-4192-426	SUPPLIES PETTY CASH- CLEANING SUPPLIES	000000	6.50	
01-1003	VERIZON WIRELESS					
	I-9917868915	101-4192-422	PROFESSIONAL ON CALL PHONE/PUB BLDGS	000000	41.87	
01-1333	DEADWOOD ELECTRIC					
	I-22808	101-4192-422-08	PROFESSIONAL- TEMP INN KDN/HISTORY	000000	346.55	
	I-22816	101-4192-425-13	REPAIRS - REC INSP-REPLACE ROOF TOP UNIT/REC	000000	564.34	

PACKET: 05949 COMBINED - 11/8/22

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1411	BARRY'S ELECTRIC SERVIC					
	I-10728	101-4192-422	PROFESSIONAL	CLEAN UP ELECTRICAL/FIRE HALL	000000	4,540.30
01-1483	KNECHT HOME CENTER					
	I-8315415	101-4192-426-22	SUPPLIES - MT	MATERIALS FOR BASEMENT/MT MOR	000000	217.79
	I-8333404	101-4192-426-08	SUPPLIES - HI	BRUSH ANGLE-DROP CLOTH/HISTORY	000000	80.56
	I-8339465	101-4192-426-08	SUPPLIES - HI	MAILBOX/HISTORY	000000	22.99
	I-8339465	101-4192-425-04	REPAIRS - CIT	WALLPLATE/CITY HALL	000000	4.59
	I-8339465	101-4192-425-18	REPAIRS - FOO	RECEPTACLE COVER/FERGUSON FIEL	000000	4.99
01-1502	BLACK HILLS CHEMICAL					
	I-233877	101-4192-426	SUPPLIES	TOILET PAPER/ PUBLIC BLDGS	000000	298.95
	I-234773	101-4192-426	SUPPLIES	GLEM GLASS CLNR-TOILET PAPER/P	000000	287.32
01-1827	MS MAIL & MARKETING					
	I-13432	101-4192-426	SUPPLIES	#10 ENVELOPES - WATER BILLS	000000	187.50
01-2164	ONE WAY SERVICE PROS					
	I-20612	101-4192-425	REPAIRS	BOILER REPLACE SNOW MELT/CITY	000000	9,307.83
01-2991	GENPRO ENERGY SOLUTIONS					
	I-INV5602	101-4192-425-07	REPAIRS - FIR	CRITICAL REPAIRS FR INSPECT/FI	000000	1,852.97
	I-INV5603	101-4192-422-07	PROFESSIONAL	ANNUAL INSPECTION/FIRE DEPT	000000	455.00
01-3342	RASMUSSEN MECHANICAL SE					
	I-SRV096233	101-4192-422	PROFESSIONAL	BASEMENT AC REPAIRS/CITY HALL	000000	9,027.97
01-3421	S AND C CLEANERS					
	I-10/25/22 INV 100	101-4192-422-11	PROFESSIONAL	PARKS DEPT	000000	75.00
	I-10/25/22 INV 100	101-4192-422-14	PROFESSIONAL	STREETS DEPT	000000	75.00
	I-10/25/22 INV 130	101-4192-422-04	PROFESSIONAL	CITY HALL	000000	990.00
	I-10/25/22 INV 130	101-4192-422-04	PROFESSIONAL	POLICE DEPT	000000	1,365.00
	I-10/25/22 INV 130	101-4192-422-10	PROFESSIONAL	LIBRARY	000000	500.00
	I-10/25/22 INV 130	101-4192-422-07	PROFESSIONAL	FIRE DEPT	000000	500.00
	I-10/25/22 INV 130	101-4192-422-21	PROFESSIONAL	WELCOME CENTER	000000	1,740.00
	I-10/25/22 INV 130	101-4192-422-13	PROFESSIONAL	REC CENTER	000000	2,533.00
	I-11/1/22 INV 265	101-4192-422-24	PROFESSIONAL	OSQ OFFICE	000000	225.00
	I-11/1/22 INV 265	101-4192-422-24	PROFESSIONAL	BATHROOMS-OSQ	000000	570.00
	I-11/1/22 INV 265	101-4192-422	PROFESSIONAL	GATEWAY AND TRAILS	000000	555.00
	I-11/1/22 INV 265	101-4192-422-08	PROFESSIONAL-	HISTORY BATHROOMS	000000	210.00
	I-11/1/22 INV 265	101-4192-422-22	PROFESSIONAL-	MT MORIAH	000000	285.00
	I-11/1/22 INV 265	101-4192-422-11	PROFESSIONAL	GORDON PARK	000000	285.00
	I-11/1/22 INV 265	101-4192-422	PROFESSIONAL	ELEVATOR	000000	195.00
	I-11/1/22 INV 265	101-4192-422-03	PROFESSIONAL	BALLPARK	000000	285.00
01-3838	BLUEPEAK					
	I-TELEPHONE 10/14/22	101-4192-428	UTILITIES	PARKING RAMP	000000	143.27
	I-TELEPHONE 10/14/22	101-4192-428-04	UTILITIES - C	CITY HALL INTERNET	000000	50.50
	I-TELEPHONE 10/14/22	101-4192-428-04	UTILITIES - C	CITY HALL TELEPHONE	000000	1,786.15

PACKET: 05949 COMBINED - 11/8/22

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3838	BLUEPEAK	continued				
		I-TELEPHONE 10/14/22	101-4192-428-07	UTILITIES - F FIRE HALL	000000	328.10
		I-TELEPHONE 10/14/22	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	228.73
		I-TELEPHONE 10/14/22	101-4192-428-10	UTILITIES - L LIBRARY	000000	747.00
		I-TELEPHONE 10/14/22	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	283.86
		I-TELEPHONE 10/14/22	101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	90.00
		I-TELEPHONE 10/14/22	101-4192-428-14	UTILITIES - S STREET SHOP	000000	45.35
		I-TELEPHONE 10/14/22	101-4192-428-17	UTILITIES - D DAYS OF '76 MUSEUM	000000	157.56
		I-TELEPHONE 10/14/22	101-4192-428-19	UTILITIES - G GATEWAY VISITORS CENTER	000000	79.99
01-3877	MUTUAL OF OMAHA					
		I-001434776294	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	19.80
01-4636	CONRAD'S BIG C ELECTRIC					
		I-47647	101-4192-422-24	PROFESSIONAL LOCATE UNDERGRD CONDUIT/OSQ	000000	300.00
01-4958	G&G GARBAGE, LLC					
		I-I8434	101-4192-422-06	PROFESSIONAL- LUXURY TRAILER-DAYS OF 76/GRAN	000000	1,300.00
01-5016	JOE DIRT SEPTIC & DRAIN					
		I-529490	101-4192-422-24	PROFESSIONAL CAMERA-LOCATE 4 LINES/OSQ	000000	362.00
01-5019	E-Z FABRICATION AND WEL					
		I-2022-0741	101-4192-425-08	REPAIRS - HIS FABRICATE HANDRAIL/HISTORY	000000	10,403.76
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	65,301.00
01-0050	J.P. TOWING					
		I-132578	101-4210-422	PROFESSIONAL TOW - INTERP.LOT TO IMPOUND/PD	000000	100.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-222840000830	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	18,243.25
01-0966	PETTY CASH-FINANCE OFFI					
		I-10/31/2022	101-4210-426	SUPPLIES PETTY CASH- POLICE SUPPLIES	000000	11.40
01-1826	FIRST NET					
		I-287304791844X10232	101-4210-422	PROFESSIONAL MDT POLICE CARS - OCT.	000000	240.24
01-3761	TRITECH SOFTWARE SYSTEM					
		I-365301	101-4210-422	PROFESSIONAL YRLY SUBSCRIP.FEE/ZUERCHER/PD	000000	126.00
01-3877	MUTUAL OF OMAHA					
		I-001434776294	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	79.20
01-4693	CURTIS BLUE LINE					
		I-INV641103	101-4210-426	SUPPLIES UNIFORM PATCHES - POLICE	000000	36.75
				DEPARTMENT 210 POLICE	TOTAL:	18,836.81

PACKET: 05949 COMBINED - 11/8/22

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 211 DARE 5TH GRADE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2685	CREATIVE PRODUCT SOURCI					
	I-148709	101-4211-426	5TH GRADE DAR	5TH GRADE DARE ITEMS	000000	802.83
			DEPARTMENT 211	DARE 5TH GRADE	TOTAL:	802.83
01-0433	WELLMARK BLUE CROSS BLU					
	I-222840000830	101-4221-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	541.85
01-0578	TWIN CITY HARDWARE & LU					
	I-2210-218453	101-4221-426	SUPPLIES	BROOM FOR TRK BAY - FIRE DEPT	000000	34.99
01-1171	A & B BUSINESS SOLUTION					
	I-IN992100	101-4221-422	PROFESSIONAL	COPIER CONTRACT - FIRE DEPT	000000	76.25
01-1348	FLOYD'S TRUCK CENTER, I					
	I-R201038275	101-4221-425	REPAIRS	DRIVER SEAT-ENGINE #2/FIRE DPT	000000	607.34
01-3056	NORTHERN HILLS TECHNOLO					
	I-9667472	101-4221-422	PROFESSIONAL	ONLINE BACKUP-5/1-5/31/22-FIRE	000000	32.50
	I-9668008	101-4221-422	PROFESSIONAL	ONLINE BACKUP SVC - NOV/ FIRE	000000	32.50
01-3877	MUTUAL OF OMAHA					
	I-001434776294	101-4221-415	GROUP INSURAN	LIFE INSURANCE	000000	4.95
01-4184	FELD FIRE					
	I-0412169-IN	101-4221-434	MACHINERY/EQU	LIGHTS FOR TENDER 9 - FIRE DPT	000000	447.00
01-4317	VIGILANT BUSINESS SOLUT					
	I-221057-B	101-4221-422	PROFESSIONAL	BACKGROUND CHECKS- FIRE	000000	125.25
01-4821	MACQUEEN EMERGENCY					
	I-PO7392	101-4221-434	MACHINERY/EQU	UNIFORM BOOTS - FIRE DEPT	000000	276.45
	I-PO7464	101-4221-434	MACHINERY/EQU	4-AIR MASKS,8-MASK BAGS / FIRE	000000	1,407.00
01-4958	G&G GARBAGE, LLC					
	I-I9631	101-4221-422-01	PROFESSIONAL	MONTHLY TOILET RENTAL/FIREWISE	000000	137.50
			DEPARTMENT 221	FIRE DEPARTMENT ADMINISTRTOTAL:		3,723.58
01-0433	WELLMARK BLUE CROSS BLU					
	I-222840000830	101-4232-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	541.47
01-1003	VERIZON WIRELESS					
	I-9917868915	101-4232-422	PROFESSIONAL	BLDG INSPECTOR TABLET	000000	26.97
01-1899	CODE WORKS					
	I-2320	101-4232-422	PROFESSIONAL	PLAN REVIEW RIDGE APTS/BI	000000	3,362.24

PACKET: 05949 COMBINED - 11/8/22

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 232 BUILDING INSPECTION

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3877	MUTUAL OF OMAHA					
		I-001434776294	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	4.94
				DEPARTMENT 232 BUILDING INSPECTION	TOTAL:	3,935.62
01-0433	WELLMARK BLUE CROSS BLU					
		I-222840000830	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	6,107.77
01-0467	CULLIGAN OF THE BLACK H					
		I-0016861	101-4310-426	SUPPLIES (6) 5 GAL BOTTLED WATER/STRTS	000000	40.50
		I-0017089	101-4310-426	SUPPLIES (2) 5 GAL BOTTLED WATER/STRTS	000000	13.75
01-0578	TWIN CITY HARDWARE & LU					
		I-2209-213977	101-4310-426	SUPPLIES ELECT TAPE- GR-WHT-RED/STRTS	000000	20.94
		I-2209-214188	101-4310-426	SUPPLIES FASTENERS-PKG WRAP/STRTS	000000	50.13
		I-2209-214389	101-4310-426	SUPPLIES 50 LB PALY SAND/STREETS	000000	7.99
		I-2209-214484	101-4310-426	SUPPLIES 50 LB PLAY SAND/STRTS	000000	7.99
		I-2210-215236	101-4310-426	SUPPLIES SPRAY COAT-NAV JELLY-FESCUE/ST	000000	47.47
		I-2210-216143	101-4310-426	SUPPLIES (2) CW LED BULBS/STRTS	000000	13.98
		I-2210-216758	101-4310-426	SUPPLIES CLEANER-DEGREASER/STRTS	000000	14.99
		I-2210-217046	101-4310-426	SUPPLIES CAL LIMELRST REMOVER/STRTS	000000	27.99
		I-2210-217252	101-4310-426	SUPPLIES SHARPIE-MULTI TESTER/STRTS	000000	34.48
		I-2210-217507	101-4310-425	REPAIRS WSHR TAPPER-ALKALINE BATTERY/S	000000	56.98
01-0677	LAWSON PRODUCTS, INC.					
		I-9310025189	101-4310-426	SUPPLIES FASTENER-STRAPPING/STRTS	000000	264.33
01-0966	PETTY CASH-FINANCE OFFI					
		I-10/31/2022	101-4310-426	SUPPLIES PETTY CASH- CDL PERMIT	000000	33.00
01-1003	VERIZON WIRELESS					
		I-9917868915	101-4310-422	PROFESSIONAL ON CALL PHONE/STREETS	000000	24.70
01-1171	A & B BUSINESS SOLUTION					
		I-IN992103	101-4310-426	SUPPLIES CONTRACT BASE RATE/STREETS	000000	74.76
01-1333	DEADWOOD ELECTRIC					
		I-22812	101-4310-425	REPAIRS FIX PIPES ON SAMPSON ST/STRTS	000000	940.76
01-1515	RAPID DELIVERY					
		I-471131	101-4310-422	PROFESSIONAL DELIVERY FROM RDO/STREETS	000000	14.95
01-3060	QUIK SIGNS					
		I-39332	101-4310-426	SUPPLIES GRASS-BRANCHES SIGN/STRTS	000000	254.49
01-3722	BLACK HILLS ASPHALT LLC					
		I-2239	101-4310-425	REPAIRS BURNHAM-PEARL CRACK REP/STR	000000	18,357.89
		I-2245	101-4310-425	REPAIRS PATCH JACKSON-JEFFERSON/STRTS	000000	5,000.00

PACKET: 05949 COMBINED - 11/8/22

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3877	MUTUAL OF OMAHA					
		I-001434776294	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	34.65
01-3977	ACE HARDWARE OF LEAD					
		I-028802	101-4310-422	PROFESSIONAL UPS SHIPPING TRAFFIC CONTR/ST	000000	39.99
		I-028980	101-4310-422	PROFESSIONAL UPS SHIPPING TRAFFIC CONTR/STR	000000	15.83
		I-028996	101-4310-425	REPAIRS NIPPLE BLACK 3/4X4"/STREETS	000000	2.33
01-4317	VIGILANT BUSINESS SOLUT					
		I-221111	101-4310-422	PROFESSIONAL SCREENING - STREETS	000000	134.00
01-4721	TOWEY DESIGN GROUP INC.					
		I-22-283	101-4310-422	PROFESSIONAL PRO SRVCS SAMP MILL-OVERLAY/ST	000000	463.20
01-4925	RAPID CITY JOURNAL ADS					
		I-49668	101-4310-422	PROFESSIONAL JOB POSTING PW DIREC/STREETS	000000	56.00
				DEPARTMENT 310 STREETS	TOTAL:	32,155.84
01-4630	SANDER SANITATION SERVI					
		I-10/31/22 RES GARB	101-4320-422	PROFESSIONAL OCT RESIDENTIAL GARBAGE PICKUP	000000	12,104.18
				DEPARTMENT 320 SANITATION	TOTAL:	12,104.18
01-0966	PETTY CASH-FINANCE OFFI					
		I-10/31/2022	101-4370-422	PROFESSIONAL PETTY CASH-WARRANTY DEED/OAKRD	000000	30.00
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1101514	101-4370-426	SUPPLIES STAND ON TRENCHER RENTAL/OAKRI	000000	330.00
01-4958	G&G GARBAGE, LLC					
		I-I9663	101-4370-422	PROFESSIONAL MONTHLY TOILET RENTAL/OAKRIDGE	000000	137.50
				DEPARTMENT 370 OAKRIDGE CEMETERY	TOTAL:	497.50
01-0433	WELLMARK BLUE CROSS BLU					
		I-222840000830	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,902.29
01-0467	CULLIGAN OF THE BLACK H					
		I-0016860	101-4520-426	SUPPLIES 4 BOTTLE WATER-RENTAL/PARKS	000000	42.00
		I-0017088	101-4520-426	SUPPLIES 6 BOTTLE WATER-RENTAL/PARKS	000000	56.25
01-0578	TWIN CITY HARDWARE & LU					
		I-2209-213758	101-4520-425	REPAIRS CLOSE BLACK NIPPLE/PARKS	000000	7.49
		I-2209-213960	101-4520-425	REPAIRS 2" PVC COUPLING/PARKS	000000	22.99
		I-2209-214513	101-4520-425	REPAIRS PIPE INSULATION-VENT HOOD/PRKS	000000	33.98

PACKET: 05949 COMBINED - 11/8/22

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-2210-214902	101-4520-425	REPAIRS	THREAD SEALANT/PARKS	000000 19.99
		I-2210-215083	101-4520-425	REPAIRS	(2) LENGTH REBAR GRD 40/PARKS	000000 25.98
		I-2210-215334	101-4520-426	SUPPLIES	MED DUTY TARP/PARKS	000000 27.99
		I-2210-216169	101-4520-426	SUPPLIES	(2) OIL DRI ABSORBANT/PARKS	000000 29.98
		I-2210-216350	101-4520-425	REPAIRS	(5) 2X4X8 STRUCTURE/PARKS	000000 24.95
		I-2210-216359	101-4520-426	SUPPLIES	WATCH BATTERY/PARKS	000000 6.49
		I-2210-216423	101-4520-426	SUPPLIES	HAMMER-BLACKSMITH HANDLE/PRKS	000000 33.97
		I-2210-218251	101-4520-426	SUPPLIES	SNOWBRUSH-SCRAPERS/PARKS	000000 63.83
		I-2210-218331	101-4520-425	REPAIRS	FASTENERS/PARKS	000000 2.10
01-0776	ALBERTSON ENGINEERING,					
		I-18195	101-4520-422-01	PROF SERV- FE WHITEWOOD CREEK ADD'L (FEMA)	000000	5,740.17
01-0798	WARNE CHEMICAL & EQUIPM					
		I-48151	101-4520-425	REPAIRS	BH RECLAMATION MIX 50#/PARKS	000000 688.81
01-1171	A & B BUSINESS SOLUTION					
		I-IN992104	101-4520-426	SUPPLIES	CONTRACT BASE RATE/PARKS	000000 141.68
01-3094	BOMGAARS					
		I-57007785	101-4520-434	MACHINERY/EQU SIDEMOUNT TOOL BOX/PARKS	000000	369.99
01-3785	TALLGRASS LANDSCAPE ARC					
		I-2022-084	101-4520-433-05	CIP - WHITEW WHITEWOOD CR PH 6 MGMT/PARKS	000000	4,287.50
01-3836	MID-AMERICAN RESEARCH C					
		I-0774742-IN	101-4520-426	SUPPLIES	(12) PRO GUARD PLUS/PARKS	000000 168.96
01-3877	MUTUAL OF OMAHA					
		I-001434776294	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	29.70
01-3977	ACE HARDWARE OF LEAD					
		I-028806	101-4520-425	REPAIRS	WRENCH-RATCHET-NIPPLE/PARKS	000000 169.13
01-4345	ULINE					
		I-155526510	101-4520-426	SUPPLIES	LEATHER WORK GLOVES/PARKS	000000 202.33
01-4827	DOG WASTE DEPOT					
		I-513953	101-4520-434	MACHINERY/EQU ONE PULL BAG DISPENSER/PARKS	000000	87.98
01-4925	RAPID CITY JOURNAL ADS					
		I-49668	101-4520-422	PROFESSIONAL	JOB POSTING PW DIREC/PARKS	000000 56.00
01-5018	HILLS SEPTIC SERVICE GO					
		I-98203	101-4520-422	PROFESSIONAL	PUMP MICK TRAIL VAULTS/PARKS	000000 220.00
DEPARTMENT 520 PARKS					TOTAL:	15,462.53

PACKET: 05949 COMBINED - 11/8/22
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: 640 PLANNING AND ZONING
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-222840000830	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,595.03
01-0966	PETTY CASH-FINANCE OFFI					
		I-10/31/2022	101-4640-422	PROFESSIONAL PETTY CASH- ANNEX.FILING/PSTG	000000	34.50
01-3877	MUTUAL OF OMAHA					
		I-001434776294	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	7.43
01-4711	AMAZON CAPITAL SERVICES					
		I-17JK-1YXK-FRWW	101-4640-426	SUPPLIES MAGNETS WOODEN RACK-PZ	000000	59.42
		I-1XND-1JTL-WFHX	101-4640-426	SUPPLIES REPLACEMENT HEADSET - CINDY	000000	82.47
DEPARTMENT 640 PLANNING AND ZONING TOTAL:						1,778.85
FUND 101 GENERAL FUND TOTAL:						159,516.18

PACKET: 05949 COMBINED - 11/8/22

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-222840000830	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	539.35
01-1171	A & B BUSINESS SOLUTION	I-IN992396	206-4550-422	PROFESSIONAL COPIER CONTRACT - LIBRARY	000000	62.09
01-3877	MUTUAL OF OMAHA	I-001434776294	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	3.22
01-4317	VIGILANT BUSINESS SOLUT	I-221057-B	206-4550-422	PROFESSIONAL BACKGROUND CHECKS- LIBRARY	000000	117.00
01-4570	CHAPTER Y - PEO	I-10/26/2022	206-4550-426	SUPPLIES POINSETTIAS - LIBRARY	000000	50.00
DEPARTMENT 550 LIBRARY					TOTAL:	771.66
FUND 206 LIBRARY FUND					TOTAL:	771.66

PACKET: 05949 COMBINED - 11/8/22

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0251	RECREATION SUPPLY COMPA					
		I-481527	209-4510-426	SUPPLIES (4) SPEEDO JR PULL BUOY/REC CE	000000	46.12
01-0433	WELLMARK BLUE CROSS BLU					
		I-222840000830	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,145.19
01-1502	BLACK HILLS CHEMICAL					
		I-233863	209-4510-426	SUPPLIES VINYL GLOVE-TOILET PAPER/REC C	000000	217.76
01-2645	HAWKINS INC					
		I-6308543	209-4510-426	SUPPLIES PHENOL-ALKALINITY-CHLORINE/REC	000000	56.44
		I-6317143	209-4510-426	SUPPLIES PHENOL-AZONE-BLEACH-ACID/REC	000000	774.94
01-3482	ZOGICS					
		I-282736	209-4510-426	SUPPLIES WELLNESS CENTER WIPES/REC	000000	599.80
01-3877	MUTUAL OF OMAHA					
		I-001434776294	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	13.12
01-4674	GLANZER, MIKE					
		I-10/24/22 INVOICE	209-4510-422	PROFESSIONAL TEAR OUT-SCRAPE- REPL FLOOR/RE	000000	270.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1FMM-WCKG-PLHP	209-4510-426	SUPPLIES COFFEE-PLATES-TABLE SCOREBD/RE	000000	122.06
DEPARTMENT 510 REC CENTER TOTAL:						4,245.43
FUND 209 BED & BOOZE FUND TOTAL:						4,245.43

PACKET: 05949 COMBINED - 11/8/22

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

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3602	DEADWOOD GAMING ASSOCIA					
		I-10/31/22	212-4630-422	PROFESSIONAL BID #8 CONTRIBUTION	000000	5,000.00
				DEPARTMENT 630 BID 8	TOTAL:	5,000.00
				FUND 212 BID #8 (Business Improve)	TOTAL:	5,000.00

PACKET: 05949 COMBINED - 11/8/22

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-101422HP-1	215-4572-210	VISITOR MGMT HPC MARKETING	000000	1,158.13
		I-101422HP-2	215-4572-215	VISITOR MGMT 4TH QUARTER H&IC	000000	17,500.00
		I-101422HP-2	215-4572-210	VISITOR MGMT HPC MARKETING	000000	51,647.92
01-3295	PANNIER					
		I-167133	215-4572-235	VISITOR MGMT BOY SCOUT RPLCMNT PANEL-PUB ED	000000	264.00
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 70,570.05
01-0578	TWIN CITY HARDWARE & LU					
		I-2210-216464	215-4573-335	HIST. INTERP. BLUE BOARD 1" R5 - ARCHIVES	000000	27.99
01-2014	TOMS, DON					
		I-LEDGER PROJCT 1020	215-4573-335	HIST. INTERP. 1906 TAX RECORDS BOOK 2 OF 3	000000	600.00
01-3044	LAWRENCE CO. EQUALIZATI					
		I-101422	215-4573-335	HIST. INTERP. TREE MAP (TR PROJ)- ARCHIVES	000000	10.00
01-3558	DEADWOOD HISTORY, INC.					
		I-102522-AH	215-4573-310	HIST. INTERP. 2022 GEN OPERATING SUPPORT-AH	000000	75,000.00
		I-102522-HARCC	215-4573-390	HIST. INTERP. 2022 OPERATING SUPPORT - HARCC	000000	38,000.00
DEPARTMENT 573 HP HISTORIC INTERPRETATIO						TOTAL: 113,637.99
01-1325	VFW BLACK HILLS POST 59					
		I-102522	215-4575-510	GRANT/LOAN NO 2022 NOT FOR PROFIT GRANT	000000	20,842.47
01-4739	TWIN CITY HARDWARE-HP P					
		I-2210-215014	215-4575-525	GRANT/LOAN PA PAINT GRANT - 24 JEFFERSON	000000	26.53
		I-2210-215152	215-4575-525	GRANT/LOAN PA PAINT GRANT - 56 TAYLOR	000000	249.99
		I-2210-215175	215-4575-525	GRANT/LOAN PA PAINT GRANT - 56 TAYLOR	000000	78.98
		I-2210-215676	215-4575-525	GRANT/LOAN PA PAINT GRANT - 21 GUY	000000	149.93
		I-2210-217611	215-4575-525	GRANT/LOAN PA PAINT GRANT - 21 GUY	000000	20.97
		I-2210-217895	215-4575-525	GRANT/LOAN PA PAINT GRANT - 21 GUY	000000	54.98
		I-2210-217964	215-4575-525	GRANT/LOAN PA PAINT GRANT - 21 GUY	000000	60.97
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA						TOTAL: 21,484.82
01-0429	BLACK HILLS ENERGY					
		I-DS# 156577	215-4577-755	CAPITAL ASSET INSTL TEMP 3PHASE RISER-LIB RW	000000	18,828.86
		I-DS# 159124	215-4577-755	CAPITAL ASSET REMOVE POLE & OVERHEAD-LIB RW	000000	41,772.72
DEPARTMENT 577 HP FIXED CAPITAL ASSETS O						TOTAL: 60,601.58

PACKET: 05949 COMBINED - 11/8/22

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-222840000830	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,803.47
01-0451	RUNGE, MIKE	I-10-23-2022	215-4641-426	SUPPLIES REIMBS.FOR SERVICE AWARD	000000	200.00
01-0545	LYNN'S DAKOTA MART	I-10/12/2022	215-4641-426	SUPPLIES ICE AND 24PK WATER -HP/FINANCE	000000	10.98
01-0642	SCHREIER ENGINEERING	I-1120.1	215-4641-422	PROFESSIONAL CONSULT/WASTEWTR-227 WILLIAMS	000000	225.00
01-1003	VERIZON WIRELESS	I-9917868915	215-4641-428	UTILITIES CITY ARCHIVIST/HP	000000	40.01
01-2728	WEST RIVER HISTORY CONF	I-101422	215-4641-427	TRAVEL 2022 WRHC REGISTRATION - KK	000000	125.00
01-3877	MUTUAL OF OMAHA	I-001434776294	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	17.33
01-4711	AMAZON CAPITAL SERVICES	I-17JK-1YXK-FRWW	215-4641-426	SUPPLIES MAGNETS - HP	000000	6.48
		I-1XND-1JTL-WFHX	215-4641-426	SUPPLIES REPLACEMENT HEADSET - CINDY	000000	82.48
01-5013	STATE GAME LODGE	I-177630	215-4641-427	TRAVEL ATTEND WRHC CUSTER - V DAR	000000	186.30
				DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL:	5,697.05
				FUND 215 HISTORIC PRESERVATION	TOTAL:	271,991.49

PACKET: 05949 COMBINED - 11/8/22

VENDOR SET: 01

Section 4 Item a.

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1977	OHAYON, GEORGETTE					
		I-10122022	216-1310	DUE FROM OTHE 58 WASHINGTON LOAN DISB	000000	10,125.18
		I-10122022-2	216-1310	DUE FROM OTHE 58 WASHINGTON LOAN DISTB	000000	5,361.82
		I-927831	216-1310	DUE FROM OTHE 58 WASHINGTON LOAN DISB	000000	18,000.00
01-4888	JOHNSON, MICHAEL					
		I-102622	216-1310	DUE FROM OTHE 227 WILLIAMS RESTORATION	000000	32,047.76
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	65,534.76
01-1496	LAWRENCE CO. REGISTER O					
		I-102522	216-4653-960	CLOSING CO REC FEE LOAN MODIFICATION	000000	30.00
		I-102522-2	216-4653-960	CLOSING CO 33 TAYLOR REC FEE LOAN MOD	000000	30.00
01-4726	KNECHT HOME CNTR-GRANTS					
		I-8342163	216-4653-962-04	SIDING GRANT 18 DENVER SIDING RESTORATION	000000	7.67
		I-8355214	216-4653-962-03	WINDOWS GRANT 18 DENVER WINDOW RESTORATION	000000	30.86
01-4739	TWIN CITY HARDWARE-HP P					
		I-2210-217271	216-4653-962-03	WINDOWS GRANT 18 DENVER WINDOW RESTORATION	000000	69.13
		I-2210-217346	216-4653-962-04	SIDING GRANT 18 DENVER SIDING RESTORATION	000000	39.99
		I-2210-218128	216-4653-962-03	WINDOWS GRANT 18 DENVER WINDOW RESTORATION	000000	36.46
		I-2210217722	216-4653-962-04	SIDING GRANT 18 DENVER SIDING RESTORATION	000000	82.96
01-5012	PELLA WINDOWS & DOORS					
		I-107728	216-4653-962-03	WINDOWS GRANT 15 WASHINGTON WINDOWS	000000	12,600.00
		I-109909	216-4653-962-03	WINDOWS GRANT 15 WASHINGTON WINDOWS	000000	6,400.00
			DEPARTMENT 653	REVOLVING LOAN	TOTAL:	19,327.07
			FUND	216	REVOLVING LOAN	TOTAL: 84,861.83

11/04/2022 10:09 AM
PACKET: 05949 COMBINED - 11/8/22
VENDOR SET: 01
FUND : 602 WATER FUND
DEPARTMENT: N/A NON-DEPARTMENTAL
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 16

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0966	PETTY CASH-FINANCE OFFI	I-10/31/2022	602-3330-812	DISTRIBUTION PETTY CASH-OVRCHG @ WTR SLSMAN	000000	18.00
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	18.00
01-0433	WELLMARK BLUE CROSS BLU	I-222840000830	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,934.16
01-0539	LEAD-DEADWOOD SANITARY	I-09/30/22 EQR	602-4330-422	PROFESSIONAL EQR/WATER	000000	34,028.81
01-0578	TWIN CITY HARDWARE & LU	I-2209-214314	602-4330-426	SUPPLIES GATE PULL-SEALANT-NIPPLE/WTR	000000	31.46
		I-2210-216357	602-4330-426	SUPPLIES BLUE BOARD/WATER	000000	27.99
01-1003	VERIZON WIRELESS	I-9917868915	602-4330-422	PROFESSIONAL PLUMA TANKS/WATER	000000	40.01
		I-9917868915	602-4330-422	PROFESSIONAL MCGOVERN DENVER DWD HILL/WTR	000000	120.03
		I-9917868915	602-4330-422	PROFESSIONAL LEE OFFICE PLUMA E MAIN/WATER	000000	160.29
		I-9917868915	602-4330-422	PROFESSIONAL ON CALL PHONE/WATER	000000	46.87
		I-9917868915	602-4330-422	PROFESSIONAL ON CALL PHONE/PARKS	000000	41.87
01-1171	A & B BUSINESS SOLUTION	I-IN992103	602-4330-426	SUPPLIES CONTRACT BASE RATE/WATER	000000	74.76
01-1365	SD PUBLIC HEALTH LAB	I-10606858	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	30.00
01-1404	SD WATER & WASTEWATER A	I-MEMBER RENEW	602-4330-422	PROFESSIONAL MEMBER RENEW STEVEN-CORY/WTR	000000	20.00
01-1827	MS MAIL & MARKETING	I-13432	602-4330-426	SUPPLIES PERF.PAPER/WATER BILLS.	000000	90.00
		I-13432	602-4330-426	SUPPLIES #10 ENVELOPES - WATER BILLS	000000	187.50
01-2847	MCDIRT EXCAVATION	I-5895	602-4330-425	REPAIRS VALVE REPAIR GOLD-MAIN ST/WATE	000000	12,500.00
01-3877	MUTUAL OF OMAHA	I-001434776294	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	18.07
01-4721	TOWEY DESIGN GROUP INC.	I-22-280	602-4330-422	PROFESSIONAL WATER MODELING TASK 1/WATER	000000	11,515.84
01-4925	RAPID CITY JOURNAL ADS	I-49668	602-4330-422	PROFESSIONAL JOB POSTING PW DIREC/WATER	000000	56.00
				DEPARTMENT 330 WATER	TOTAL:	62,923.66
				FUND 602 WATER FUND	TOTAL:	62,941.46

PACKET: 05949 COMBINED - 11/8/22
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
01-1827	MS MAIL & MARKETING					
		I-13282	607-4580-426	SUPPLIES MT.MORIAH BUS FARE TICKETS	000000	125.00
01-3838	BLUEPEAK					
		I-101622MM-GS	607-4580-428	UTILITIES MT MORIAH GS 10/20/22-11/19/22	000000	138.19
		I-101622MM-SA	607-4580-428	UTILITIES MT MORIAH SA 10/20/22-11/19/22	000000	40.87
		I-101622MM-TB	607-4580-428	UTILITIES MT MORIAH TB 10/20/22-11/19/22	000000	125.60
01-4204	COMPLETE CONCRETE, INC.					
		I-1	607-4580-433	IMPROVEMENTS MT MORIAH 2022 IMPROVEMENTS	000000	63,766.57
		I-2	607-4580-433	IMPROVEMENTS MT MORIAH 2022 IMPROVEMENTS	000000	232,369.43
				DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL:	296,565.66
				FUND 607 HISTORIC CEMETERIES	TOTAL:	296,565.66

PACKET: 05949 COMBINED - 11/8/22

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0186	ALPINE IMPRESSIONS					
		I-22584	610-4360-426	SUPPLIES EMBROIDR PRK ENFRC BCKT HAT-TR	000000	15.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-222840000830	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,539.34
01-0545	LYNN'S DAKOTA MART					
		I-002000311015	610-4360-426	SUPPLIES SNACKS - PET RELICENSING/ P&T	000000	18.97
01-0578	TWIN CITY HARDWARE & LU					
		I-2209-214575	610-4360-426	SUPPLIES FLASH STOP SIGN SOLAR/P&T	000000	2,057.97
01-0598	SUMMIT SIGNS AND SUPPLY					
		I-62041	610-4360-426	SUPPLIES PRKING SIGNS CONRAD-BH CEN/P&T	000000	106.00
		I-62051	610-4360-426	SUPPLIES PETERSON CPA PARKING SIGN/P&T	000000	46.50
01-0617	WALKER CONSULTANTS					
		I-210050221003	610-4360-422	PROFESSIONAL PRO SRVCS 9/29/22 STUDY/P&T	000000	9,500.00
01-1003	VERIZON WIRELESS					
		I-202043492-00001	610-4360-422	PROFESSIONAL PHONE SERVICE - METERS / P&T	000000	40.01
		I-9917868915	610-4360-422	PROFESSIONAL PD ORDINANCE VEHICLE/P&T	000000	40.01
		I-9917868915	610-4360-422	PROFESSIONAL (3) PARKING ENFORCEMT SYS/P&T	000000	125.61
01-3877	MUTUAL OF OMAHA					
		I-001434776294	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	8.17
01-4711	AMAZON CAPITAL SERVICES					
		I-1HVK-63VK-3NQQ	610-4360-434	MACHINERY/EQU STANDING DESK CONVERTER-P&T	000000	424.00
01-4766	IPS GROUP INC					
		I-INV77940	610-4360-422-02	PROFESSIONAL CC TRANS-DATA-REMOTE FEES/P&T	000000	2,584.90
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						16,506.48
01-0433	WELLMARK BLUE CROSS BLU					
		I-222840000830	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,071.57
01-0578	TWIN CITY HARDWARE & LU					
		I-2209-213691	610-4361-426	SUPPLIES ST WOOL-BRUSH-PENS-PUNCH/TROLL	000000	88.36
		I-2210-215095	610-4361-426	SUPPLIES REUSE TIES-ANGLE BROOM/TROLLEY	000000	25.98
01-0966	PETTY CASH-FINANCE OFFI					
		I-10/31/2022	610-4361-426	SUPPLIES PETTY CASH- WATER/TROLLEY	000000	14.60
01-3877	MUTUAL OF OMAHA					
		I-001434776294	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	4.95

PACKET: 05949 COMBINED - 11/8/22

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4317	VIGILANT BUSINESS SOLUT					
		I-221111	610-4361-422	PROFESSIONAL SCREENING - TROLLEY	000000	751.00
01-5015	JAKE'S COLLISION REPAIR					
		I-2008 CHEV SUBURB	610-4361-425	REPAIRS REPAIRS TO PICKUP/TROLLEY	000000	339.12
			DEPARTMENT 361	TROLLEY DEPARTMENT	TOTAL:	2,295.58
01-0578	TWIN CITY HARDWARE & LU					
		I-2209-214486	610-4362-425	REPAIRS PATCH SEAL SPRAY/PARKING RAMP	000000	27.98
		I-2210-215073	610-4362-425	REPAIRS FLEXIBLE COUPLINGS/PARKING RAM	000000	64.95
		I-2210-217831	610-4362-426	SUPPLIES MARKERS-KEY RING-TAPPER/RAMP	000000	50.96
01-4803	SUMMIT FIRE PROTECTION					
		I-115007985	610-4362-426	SUPPLIES (31) FIRE EXTING BOXES/RAMP	000000	2,468.00
01-5017	STAIRS, ELIZABETH					
		I-TOW REIMBURSE	610-4362-422	PROFESSIONAL TOW BILL REIMBURSEMENT/P&T	000000	335.48
			DEPARTMENT 362	BROADWAY GARAGE	TOTAL:	2,947.37
			FUND	610	PARKING/TRANSPORTATION	TOTAL: 21,749.43

PACKET: 05949 COMBINED - 11/8/22

VENDOR SET: 01

FUND : 725 TIF #8 DEADWOOD STAGE RUN

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK					
		I-#8200017030- 10/3	725-4000-429	OTHER EXPENSE #8200017030 - TIF#8/STAGE RUN	000000	5,740.53
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	5,740.53
				FUND 725 TIF #8 DEADWOOD STAGE RUN	TOTAL:	5,740.53
					REPORT GRAND TOTAL:	913,383.87

10/19/2022 4:22 PM REGULAR DEPARTMENT PAYMENT REGISTER
PACKET: 05931 ADD'L BILL-SOUTHSIDE OIL-10/19
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: 310 STREETS
BUDGET TO USE: CB-CURRENT BUDGET

PAGE: 1
BANK: FNBAP

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0575	SOUTHSIDE OIL					
		I-097786	101-4310-426	SUPPLIES 5502 GAL DIESEL @ \$4.32- STRTS	000000	23,768.64
			DEPARTMENT 310	STREETS	TOTAL:	23,768.64
			FUND	101 GENERAL FUND	TOTAL:	23,768.64
					REPORT GRAND TOTAL:	23,768.64

** G/L ACCOUNT TOTALS **

YEAR	ACCOUNT	NAME	AMOUNT	=====LINE ITEM=====			=====GROUP BUDGET=====		
				ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG	ANNUAL BUDGET	BUDGET AVAILABLE	OVER BUDG
2022-2023	101-4310-426	SUPPLIES	23,768.64	140,000	30,850.27-	Y			
** 2022-2023 YEAR TOTALS **			23,768.64						

** DEPARTMENT TOTALS **

ACCT	NAME	AMOUNT
101-310	STREETS	23,768.64

101 TOTAL	GENERAL FUND	23,768.64

** TOTAL **		23,768.64

NO ERRORS

** END OF REPORT **

PACKET: 05940 SPECIAL PACKET

VENDOR SET: 01 CITY OF DEADWOOD

SEQUENCE : ALPHABETIC

DUE TO/FROM ACCOUNTS SUPPRESSED

Section 4 Item a.

-----ID-----			GROSS	P.O. #		
POST DATE	BANK CODE	-----DESCRIPTION-----	DISCOUNT	G/L ACCOUNT	-----ACCOUNT NAME-----	DISTRIBUTION
01-4502	SMITH, ELIZABETH					
I-10282022		1 HOUR WORKED 12/29/19-1/11/2	55.02			
10/28/2022	FNBP	DUE: 10/28/2022 DISC: 10/28/2022		1099: N		
		1 HOUR WORKED 12/29/19-1/11/20		206 4550-422	PROFESSIONAL SERVICES	23.02
		OFFICE SUPPLIES		206 4550-426	SUPPLIES	30.00
		PEPSI BOTTLE		206 4550-426	SUPPLIES	2.00
		=== VENDOR TOTALS ===	55.02			
		=== PACKET TOTALS ===	55.02			

SDML HALL OF FAME

The South Dakota Municipal League Hereby Inducts

Michael W. Runge

Into the 2022 SDML Hall of Fame

This October 6, 2022

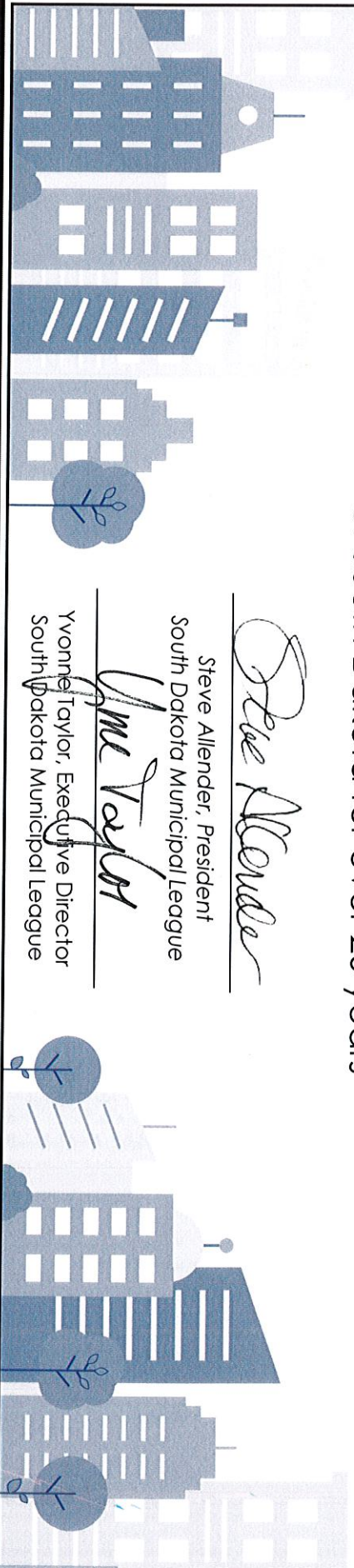
In recognition of their service to the municipalities
of South Dakota for over 20 years

Steve Allender

Steve Allender, President
South Dakota Municipal League

Yvonne Taylor

Yvonne Taylor, Executive Director
South Dakota Municipal League



APPROVAL OF APPLICATIONS FOR LIQUOR/WINE LICENSE RENEWALS FOR 2021

CONVENTION CENTER LICENSES

Blue Sky Gaming, Tin Lizzie Gaming Resort (CL-505)
 BY Development Inc., Cadillac Jacks (RL-504)
 Cliff Street, LLC, Deadwood Comfort Inn (CL-501)
 Deadwood Resort LLC, The Lodge at Deadwood, (CL-509)
 DHIH, LLC – Hickok’s Hotel & Casino (CL-508)
 Ernest Hospitality, LLC, Deadwood Gulch Resort (CL-15404)
 First Gold, Inc., First Gold Hotel, (CL-502)
 Gold Dust Lodging Group LLC, Holiday Inn Express Hotel & Suites (CL-503)
 GR Deadwood LLC, Mineral Palace Hotel & Gaming (CL-507)
 Historic Deadwood Convention Facility, LLC, Wooden Nickel, Iron Horse Inn, Martin
 Mason Hotel, (CL-511)
 Hotel Franklin Inc., Historic Franklin Hotel (CL-506)
 ZCN LLC, Deadwood Mountain Grand Hotel & Casino (CL-510)

PACKAGE (OFF-SALE) LIQUOR

Black Diamond Capital LLC, Gold Dust (PL-4520)
 Blue Sky Gaming, Tin Lizzie Gaming Resort, (PL-4521)
 Ernest Hospitality, LLC., Deadwood Gulch Resort, (PL-4522)
 GR Deadwood LLC, Mineral Palace Hotel & Gaming, (PL-4524)
 Packhorse Liquor & Convenience Inc., Pack Horse Liquor & Convenience (PL-4523)

RETAIL LIQUOR LICENSES

Black Diamond Capital LLC, Gold Dust (RL-5792)
 B.P.O Elks Lodge #508, Elks Lodge (RL-5540)
 Broken Arroe Trading company, Broken Arrow Trading Company (RL-5536)
 DBUH, LLC, Bullock Hotel (RL-5542)
 Full Throttle S’loonshine, LLC, Deadwood Distillery (RL-5534)
 Main Ledge LLC, Midnight Star (RL-5995)
 Midwest Motels of Deadwood, Buffalo Bodega (RL-5535)
 Old Style Saloon No. 10 Inc., Saloon No. 10 (RL-5537)
 Super G Investments Inc., Silverado Gaming Establishment (RL-5538)
 VFW Post 5969, VFW (RL-5541)

RETAIL (ON SALE) LIQUOR – RESTAURANT

Jacobs Family International, Jacobs Brewhouse & Grocer (RR-26948)
 Mustang Sally's, Inc., Mustang Sally's (RR-26941)

RETAIL (ON-OFF SALE) WINE

Aces Full Inc., Mr. Wu's (RW-6646)
 Angels Attic Uncorked, Angels Attic (RW-20691)
 Blue Sky Gaming Inc., Tin Lizzie Gaming Resort, (RW-6491)
 BY Development Inc., Cadillac Jacks, (RW-6537)
 Celebrity Hotel, Inc, Celebrity Hotel (RW-26807)
 Deadwood DDG, Black Hills Deadwood (KOA) (RW-27686)
 Deadwood Hotels, Four Points by Sheraton, (RW-27808)
 Deadwood Miners LLC, Deadwood Miners Hotel & Restaurant (RW-27949)
 Deadwood Resort LLC, The Lodge at Deadwood, (RW-19226)
 Deadwood Tobacco Company, Deadwood Tobacco (RW-6648)
 Door 4 LLC, Fairmont/Oyster Bay (RW-6461)
 Ernest Hospitality, LLC, Deadwood Gulch Resort, (RW-6401)
 Family Dollar Stores of SD, Family Dollar (RW-26390)
 First Gold Inc., First Gold Hotel (RW-27660)
 Gold Run LLC, Super 8 Deadwood, (RW-6447)
 GR Deadwood LLC, Mineral Palace Hotel & Gaming, (RW-6480)
 H&H Deadwood LLC, His & Hers Ale House and Wine Bar, (RW-21479)
 Hotel Franklin Inc., Historic Franklin Hotel, (RW-6643)
 Jackson Winery & Vineyard LLC, Belle Joli Winery, (RW-7568)
 Jacobs Family International, Jacobs Brewhouse and Grocer, (RW-26825)
 Jacobs Family International, Jacobs Gallery (RW-25947)
 Main Ledge, LLC, Midnight Star (RW-27009)
 Michelles Tacos Deadwood LLC, Michelles Tacos Deadwood (RW-28261)
 M.S. Mail, LLC, M.S. Mail, (RW-22642)
 Mustang Sallys Inc., Mustang Sallys, (RW-6499)
 Old Style Saloon No. 10 Inc., Saloon No. 10, (RW-19210)
 Richard & Marguerite Olesen, Deadwood Wild Bills Trading Post (RW-21777)
 Super G Investments, Inc., Silverado, (RW-6436)
 Waufle Travel, Deadwood Day Spa (RW-27362)
 Winery Hill City LLC, Sick & Twisted Brewing, (RW-24025)
 ZCN LLC, Deadwood Mountain Grand Hotel & Casino (RW-21330)

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: October 27, 2022
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: 2022 Deadwood Fire History Project and Contract

The City Archives is requesting permission to enter into a contract with Dr. Peter Brown of the Rocky Mountain Tree-Ring Research in Fort Collins, Colorado to identify, sample and date historic wood stumps within and just outside the Deadwood city limits. The outcome of this project will be to develop a fire chronology and historic narrative of Deadwood Gulch's fire district. The data extracted from this project will add new historic data on how fire shaped Deadwood's built environment before the gold rush era (pre-1876) and during the settlement of Deadwood Gulch and the northern Black Hills (1883 to present). This project will also identify and interpret fire behavior patterns, the date the forest within and surrounding Deadwood, and provide detailed analysis of Deadwood's climate variables.

Dr. Brown has worked on several other projects for Historic Preservation including dating archaeological features unearthed in Deadwood and preparing and dating tree samples from St. Ambrose Catholic Cemetery.

The Historic Preservation Commission reviewed this request at their October 24, 2022 meeting and recommend approval.

RECOMMENDATION:

Move to allow the City Archives to enter into a contract with Dr. Peter Brown of the Rocky Mountain Tree-Ring Research in Fort Collins, Colorado to identify, sample and date historic wood stumps within and just outside the Deadwood city limits and prepare a final report. Funding for this project will not exceed \$12,000.00 and will come out of the 2022 City Archives budget.

CONTRACT FOR DEADWOOD FIRE HISTORY PROJECT
AND REPORT

This AGREEMENT is made by and between the Deadwood Historic Preservation Commission, a department of the City of Deadwood (hereinafter referred to as “**CITY**”) and Dr. Peter Brown of the Rocky Mountain Tree-Ring Research located at 2901 Moore Lane, Fort Collins, CO. 80526, hereinafter referred to as Independent Contractor or “**IC**”).

WHEREAS, **IC** has agreed to travel to and from Deadwood, South Dakota, locate and sample historic tree stumps in areas prearranged by city staff, prepare said collected wood samples as part of the analysis portion of the project and submit a final report on the results of the project as related to the fire chronology and historic narrative of Deadwood Gulch’s fire district.

WHEREAS, the **CITY** has agreed to compensate **IC** for their services in the total sum of Twelve Thousand Dollars (\$12,000.00).

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

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

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

It is anticipated by the parties that **IC** shall submit all wood samples collected in Deadwood, South Dakota during the project and submit their findings in a final written report, which includes geographical locations of collected specimens, a fire chronology and historic narrative of Deadwood Gulch's fire district as related to the Black Hills fire chronology and history compiled by the IC, and submit said findings to the online database for the Black Hills fire district.

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

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

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

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

1. **IC** shall travel to and from Deadwood, South Dakota, locate and sample historic tree stumps in prearranged locations provided by city staff, prepare collected wood samples as part of the analysis portion of the project and

submit a final report on the results of the project as related to the fire chronology and historic narrative of Deadwood Gulch's fire district.

2. The parties agree that it is **IC'S** responsibility to comply with all local and state laws relating to workmen's compensation, register, report, and pay all necessary taxes and insurance including, but not limited to Social Security, FICA, Unemployment Insurance, comply with the Equal Employment Opportunities Act;
3. **IC** shall provide their own office space, equipment and materials to meet the requirements of this agreement;
4. **IC** may not subcontract any portion of this contract or any portion of the work;
5. **IC** shall submit the prepared wood cuts and final report by December 31, 2022 for the total sum of Twelve Thousand Dollars (\$12,000.00).
6. **IC** is an independent contractor and this contract shall not be construed as creating any type of relationship including but not limited to, principal and agent or employer and employee between **CITY** and **IC**. **IC** does not have authority to hire any person on behalf of **CITY**;

7. **IC** shall indemnify, defend and hold harmless **CITY**, its employees and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expense including attorney's fees arising out of or in connection with any conduct or work of **IC** as set forth in this agreement;
8. Upon **IC** traveling to and from Deadwood, South Dakota and providing the finished wood samples, **CITY** shall pay the total sum of Six-Thousand Dollars (\$6,000.00) to **IC** for their services;
9. Upon **IC** providing a finished report as related to the tree project, the **CITY** shall pay the remaining sum of Six-Thousand Dollars (\$6,000.00) to **IC** not to exceed Twelve Thousand Dollars (\$12,000.00).
10. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota; and
11. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

Dated this ____ day of _____, 2022.

CITY OF DEADWOOD

By _____
David R. Ruth, Jr., Mayor

ATTEST:

Jessica McKeown
City Finance Officer

Dated this ____ day of _____, 2022.

PETER BROWN

INDEPENDENT CONTRACTORS

State of South Dakota)
) SS
County of _____)

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

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

(SEAL)

Notary Public
My Commission Expires: _____

**CITY OF DEADWOOD
RESOLUTION 2022-21
A RESOLUTION SETTING FORTH A SCHEDULE OF RATES FOR USE BY THE
CITY OF DEADWOOD**

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

NOW THEREFORE BE IT RESOLVED THAT the City of Deadwood hereby establishes the following fees and other designations effective January 1, 2023;

Deadwood Event Complex and Outlaw Square Events with Tickets:

Facility Use Fee / Ticket Surcharge:

Applied to sold tickets (Reserved Seating, General Admission)**\$3.00/Per Ticket/Per Performance**

Dated this 7th day of November, 2022.

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

(seal)

Proponent Completes

Trail Proposal Process

STEP 1

Initial Project Proposal Description

Date: 11/07/22

INSTRUCTIONS: Please complete this form with as much information as possible, including that in the narrative, topographic maps, and photos. Although not required it will help in working through the review process and onto Step 2 and Step 3.

1. Proposal Submitted By

Full Name	Last	Kuchenbecker	First	Kevin				
Organization	City of Deadwood							
Address	108 Sherman Street		City	Deadwood	State	SD	Zip Code	57732
Phone #	(605) 578-2082		E-mail Address	kevin@cityofdeadwood.com				

2. Proposal Overview

Project Proposal Name	Mt. Roosevelt to Deadwood Main Street Trail
U.S. Forest Service Unit	Northern Hills Ranger District
Recreation Site or Trail	Mt. Roosevelt and Stage Run
Project Proposal Description	Please see attached mapping files.

Must include maps in electronic format, i.e. GIS Shapefile (.shp) or Google Earth KML (.kml)

3. Type of Action*

- ☒ Repair / Maintenance
☒ Reroute ☐ Other _____
☒ New Construction

*Check the box(es) best describing the type(s) of action(s).

4. Background & Need

Background	<p>We are working with the NFS, BLM, private landowners & business owners, and other stakeholders to continue our non-motorized trail work off of our recent "Urban Trails" project and expand non-urban trail options that are easily accessible for visitors & residents in and around the northern Black Hills National Forest.</p> <p>This is a natural expansion offering to our current trail system and as an established and designated trail, would provide a multitude of positives. Including, as an authorized non-motorized trail it would offer enforceability of non-motorized activity only, looping of the trail system(s), and offer connectivity to existing trail systems.</p>
Need	Increased locations/amount of non-motorized, maintained, and well-signed trails in the Northern Black Hills.

Give a brief description of the events leading to the proposal.

Describe the need for the project.

5. Project Estimates

Estimated Date of Desired Completion (e.g. grant deadline, etc.)		Open & operational by end of Fall 2023. *Pending NEPA Study timeline of completion
Implementation Strategy	<input checked="" type="checkbox"/> Local entity, state, or federal agency <input type="checkbox"/> Partner <input type="checkbox"/> Grant <input type="checkbox"/> Other _____	Permitting Phase -City of Deadwood -Deadwood Main Street Initiative -Bureau of Land Management -National Forest Service Construction Phase --City of Deadwood -Deadwood Main Street Initiative Signage/Mapping Phase -City of Deadwood -Dwd MSI Operational Phase -City of Deadwood -Dwd MSI
Anticipated Budgetary Needs	NEPA Costs (\$50,000-100,000 depending on scope and scale) \$ 52,875	Please see attached NEPA study Proposal from KLJ Engineering. Estimation to include any construction related costs + signage/mapping Ongoing annual maintenance to include -Ongoing physical maintenance -Ongoing improvement efforts -Ongoing beautification efforts
	Implementation Costs \$ 20,000	
	Annual Operation and Maintenance Costs \$ 2,000	
Funding Source(s)	<input checked="" type="checkbox"/> Local entity, state, or federal agency <input checked="" type="checkbox"/> Partner <input type="checkbox"/> Grant <input type="checkbox"/> Other _____	<ul style="list-style-type: none"> • City of Deadwood • Business Improvement District #8 • Possible RTP Grant from SDGF&P (future funds)

6. Additional Information

The following supporting documentation is attached to this proposal:

☒ Photograph(s) _____ ☒ Report(s) _____ ☐ Other _____

Stop Here – Official Use Only Beyond This Point

Signature

- ☐ I do not support the proposal moving forward for further consideration.
- ☐ I endorse proceeding to Step 2 to further evaluate this proposal.

District Ranger: _____
Print Signature Date

Agency Completes Within 60 Days of Receipt

Trail Proposal Process

Proposal Reviewed for Consistency with Forest Plan and Ecological, Financial, and Social Sustainability

STEP 2

Date of Receipt:

Project Proposal Name:

*INSTRUCTIONS: Evaluate the proposal based upon its alignment with forest and program objectives, as well as its likelihood for sustainability. Items with **RED** shading indicate **critical items**, of which all must be positive, and items with **GREEN** shading must meet 80/20 rule of which 80% must be positive in order to move to Step 3.*

(-) Proposal does not appear to meet the intent of the measure.

(+) Proposal appears to meet intent of the measure.

A. MISSION, ROLE, AND DESIRED FUTURE CONDITIONS

Consistency with Black Hills National Forest Direction and Plans - Is trail proposal consistent with established Forest direction (e.g., regulation, directives), and other relevant planning documents (e.g., agency strategic plan goals)?

☐ There appear to be some inconsistencies, and/or there is uncertainty as to whether the trail will be managed consistent with Forest direction and plans.

1

☐ The proposed trail is consistent with established Forest direction.

Consistency with Neighboring Jurisdictions – Is the proposed trail consistent with local communities and other jurisdiction's planning direction?

☐ No priorities have been identified, and/or the local unit would not consider this a priority trail (even though there may be public interest and support).

2

☐ This trail has been identified as a Forest priority (National Scenic Historic Trail) or has been identified as a priority through collaborative planning processes.

☐ Local community or jurisdictions have not been involved, no interest has been expressed, and/or some concerns have been expressed by the local community about this trail proposal

3

☐ Local community or jurisdictions have been involved, interest has been expressed and supported in writing, and some concerns have been expressed by the local community about this trail proposal.

Trail Uniqueness and Other Providers – Are there other possible providers in the area such as state or county parks, private providers, or other USFS sites that currently offer a similar opportunity or experience?

☐ There are similar trail opportunities in the area (or is not easily accessed from population centers).

4

☐ There are no other similar providers in the area (or is easily accessed from population centers).

☐ The proposed trail's primary function does not provide access to a destination (e.g. waterfall, scenic vista, etc.), and/or this trail does not offer unique opportunity.

5

☐ The proposed trail's primary function is to provide access to a destination (e.g. waterfall, scenic vista, etc.), and/or this trail will offer a unique opportunity.

☐ Trail does not improve access (e.g. provides connectivity to other trails or trail systems).

6

☐ Trail improves access (e.g. provides connectivity to other trails or trail systems).

☐ Proposed trail requires access across private property (i.e. easement is required).

7

☐ Proposed trail does not require access across private property (i.e. no easement required).

Trail Role and Purpose – Will this proposed trail provide a quality experience for a wide variety of users?

☐ No – This proposed trail will only appeal to a limited user group (very limited targeted group such as experts only, private community, etc.)

8

☐ Yes – This proposed trail will offer a variety of experiences either within user groups (beginner, intermediate, advanced) or between user groups (multi-use).

☐ No – This proposed trail will not offer access and use yearlong or a large portion of the year. Seasonal closure will be necessary to accommodate resource concerns such as big game winter range, bat hibernacula, or wet soils.

9

☐ Yes – This proposed trail will offer access and use yearlong or a large portion of the year. Seasonal closures will not be necessary to accommodate resource concerns such as big game winter range, bat hibernacula, or wet soils.

B. PROTECT NATURAL AND CULTURAL RESOURCES

Resources – Are there resource concerns with the proposed location of the new trail?

<input type="radio"/> Cultural resources are known to exist in the area, and it may be difficult to mitigate impacts.	10	<input type="radio"/> Cultural resource concerns are nonexistent or may exist in the area, but any impacts can be mitigated.
<input type="radio"/> Certain wildlife resources are known to exist in the area, and it may be difficult to mitigate impacts.	11	<input type="radio"/> Certain wildlife resources are nonexistent or may exist in the area, but any impacts can be mitigated.
<input type="radio"/> Certain botanical and/or hydrologic resources are known to exist in the area, and it may be difficult to mitigate impacts.	12	<input type="radio"/> Botanical and/or hydrologic resources are nonexistent or may exist in the area, but any impacts can be mitigated.
<input type="radio"/> Conflicts with livestock grazing are known to exist in the Area, and it may be difficult to mitigate impacts.	13	<input type="radio"/> Conflicts with livestock grazing are nonexistent or may exist in the area, but any impacts can be mitigated.

Location/Grade - Can this proposed trail meet sustainable location and grade (avg. 8 - 10%, on the contour, adequate cross slope, etc.)?

<input type="radio"/> The proposed trail can generally be located sustainably but will require constructed features to mitigate problem areas.	14	<input type="radio"/> The proposed trail can meet all best management practices and locally established design parameters.
--	-----------	--

Hydrology and Drainage – What are the impacts to the area hydrology and drainage?

<input type="radio"/> Proposed trail will require constructed features to mitigate hydrology and drainage impacts.	15	<input type="radio"/> Proposed trail will have minimal requirements for additional constructed features, and drainage can be managed with standard grade reversals or rolling grade dips.
--	-----------	---

Soil Suitability - What is known about the soils in the location identified for this proposed trail? (recognizing NEPA may not have occurred yet)?

<input type="radio"/> Soil suitability has not been considered for the trail, or the trail will be constructed on soils poorly suited for trail managed uses – special attention will be needed to address soil and water concerns.	16	<input type="radio"/> The trail is on a location where soils should be compatible with trail managed uses.
---	-----------	--

Water Crossings - How will this proposed trail impact water crossings?

<input type="radio"/> Proposed location requires water crossings which must be mitigated by structures.	17	<input type="radio"/> The proposed location doesn't require crossings, or crossings do not require structures.
---	-----------	--

Trail Tread – Will this proposed trail, its managed uses and use levels, require significant tread construction/reinforcement?

<input type="radio"/> Materials will have to be brought in to create an adequate trail surface due to the existing soils or predicted use and/or will require more than planned maintenance levels.	18	<input type="radio"/> The native tread materials should be able to support the intended use and capacity with only annual maintenance and/or minor use of materials.
---	-----------	--

Closure Protocol – Will this proposed trail need seasonal and/or wet weather closures?

<input type="radio"/> The proposed trail will need a seasonal or wet weather closure under certain conditions	19	<input type="radio"/> The trail will be designed to withstand wet weather issues except in extreme conditions.
---	-----------	--

C. VISITOR SATISFACTION

Level of Use – Has the expected level of use been incorporated into the trail design?

- | | | |
|---|-----------|---|
| <input type="radio"/> The proposed trail design has been developed based on physical location without regard to expected levels of use. | 20 | <input type="radio"/> Level of use has been incorporated into the planning process and is appropriate for the expected use. |
|---|-----------|---|

Trail Length – Is this proposed trail of sufficient length to provide a desired user experience (day use or multi-day)?

- | | | |
|---|-----------|---|
| <input type="radio"/> This proposed trail does not achieve the recommended length for the activity. | 21 | <input type="radio"/> The proposed trail meets the desired length and desired user experience (day use or multi-day). |
|---|-----------|---|

User Experience – Does the proposed trail offer the appropriate mix of experiences and have an appropriate configuration (loops, connections) to provide a quality experience?

- | | | |
|---|-----------|--|
| <input type="radio"/> No—The proposed trail does not offer an appropriate configuration (long linear trails, short loops, etc.) | 22 | <input type="radio"/> Yes—The proposed trail offers an appropriate configuration of stacked loops, connections, etc., to provide a quality experience. |
|---|-----------|--|

User Conflict – If the proposed trail is a multi-use trail, is it designed to minimize conflict between users?

- | | | |
|--|-----------|---|
| <input type="radio"/> Trail is designed mainly for one user group. | 23 | <input type="radio"/> Design should reduce the likelihood of user conflict. |
|--|-----------|---|

Trailheads – Have trailheads been adequately planned/evaluated for this proposed trail project?

- | | | |
|--|-----------|---|
| <input type="radio"/> Trailhead(s) have not been planned as part of this project, and/or they are to be fully developed later. | 24 | <input type="radio"/> Trailhead(s) are planned to provide sustainable access, support trail capacity and take advantage of existing facilities. Existing trailheads meet expanded capacity needs. |
| <input type="radio"/> Trail proposal may require new facilities or infrastructure. | 25 | <input type="radio"/> Trail design plan does not propose to make other associated facilities and infrastructure necessary (e.g. toilets, parking areas, trailhead kiosks, etc.). |

Accessibility to Users – Will this proposed trail likely to expand access on the forest for users with disabilities, children or senior citizens?

- | | | |
|--|-----------|--|
| <input type="radio"/> Proposed trail is not likely to expand access for persons with disabilities and/or attract users with small children or senior citizens. | 26 | <input type="radio"/> Proposed trail will provide access for persons with disabilities and/or add other features likely to attract users with small children or senior citizens. |
|--|-----------|--|

D. FINANCIALLY SUSTAINABLE

Volunteer Partner Group – Is this proposed trail supported by a local trail or volunteer group?

- | | | |
|--|-----------|--|
| <input type="radio"/> There is no support group for this specific trail. | 27 | <input type="radio"/> There is an active and well-established volunteer or partner group ready and willing to support long-term maintenance, or Adopt-A-Trail. |
|--|-----------|--|

Trail Design and Layout – Has the proposed trail been designed and laid out to maximize sustainability and user experience by professionals or highly skilled people with a proven track record?

- | | | |
|---|-----------|--|
| <input type="radio"/> Unsure of the qualifications of the person who designed and laid out the trail. | 28 | <input type="radio"/> Trail was designed and laid out by a professional trail builder, engineering or trail tech, or trail volunteer with a solid track record of designing and laying out sustainable trails. |
|---|-----------|--|

Constructed Trail Features - Will this proposed trail require new constructed features valued over 20% of the total cost of the trail construction (boardwalks, bridges, hardened surfaces, steps, etc.)?

- | | | |
|---|-----------|--|
| <input type="radio"/> Yes – They are necessary for resource protection. | 29 | <input type="radio"/> No – Cost does not exceed 20% of total budget. |
|---|-----------|--|

NEPA and Implementation – How likely is it that this project can/will be funded with a grant to complete NEPA and implement project?		
<input type="radio"/> There is a low probability or no firm commitment that a substantial amount of funding can be secured to complete NEPA for the project.	30	<input type="radio"/> There is a high probability or a firm commitment that a substantial amount of funding can be secured to complete NEPA for the project.
<input type="radio"/> There is a low probability or no firm commitment that a substantial amount of funding can be received to implement the project.	31	<input type="radio"/> There is a high probability or a firm commitment that a substantial amount of funding can be received to implement the project.
Annual Maintenance Costs - How will the trail affect long-term annual maintenance costs?		
<input type="radio"/> The project will add long-term annual maintenance costs (inspections, repairs, etc.).	32	<input type="radio"/> The trail has financial commitments through fees, partners, community support, etc., that will cover the costs of long-term annual maintenance.

Notes/Comments		
Summary	Negative	Positive
Red		
Green		

Stop Here – Official Use Only Beyond This Point

Signature		
<input type="checkbox"/> I do not support the proposal moving forward for further consideration. This document shall be submitted to the proponent, under a cover letter explaining rationale for returning their proposal.		
<input type="checkbox"/> I endorse the proposal. Proceed.		
District Ranger: _____		
Print	Signature	Date

Agency Completes

Trail Proposal Process

Forest “Open Season” Review

STEP 3

Date:

INSTRUCTIONS: Forest Recreation Staff Officer, District Recreation Staff, and District Trails specialists convene to review all proposals received forest wide:

1. *To consider the merits of each trail relative to other proposals, and*
2. *Determine whether to recommend further action to move proposal forward.*

1997 FOREST PLAN FEIS Table II-20 and II-21 (Does not include the Mickelson Trail)

	1997 FEIS Table II-21	Status of FP Trails as of 2017
Bearlodge	16.0	35.2
Hell Canyon	10.0	6.2
Mystic	14.0	0.0
Northern Hills	26.6	44.5
Unnamed Trails	100.0	53.9
FOREST TOTAL	166.6	85.9

2017 STATUS OF EXISTING SYSTEM TRAILS BY DESIGNED USE

	Hiking/Running		Horseback		Biking	
	2017	Proposed	2017	Proposed	2017	Proposed
Bearlodge	2		61		4	
Hell Canyon	8		50		0	
Mystic	20		74		0	
Northern Hills	7		102		0	
FOREST TOTAL	37		287		4	

2017 STATUS OF EXISTING SYSTEM TRAILS BY DESIGNED AND MANAGED USE

	Hiking/Running		Horseback		Biking	
	2017	Proposed	2017	Proposed	2017	Proposed
Bearlodge	67		61		67	
Hell Canyon	58		52		8	
Mystic	93		74		75	
Northern Hills	109		102		102	
FOREST TOTAL	327		289		252	
“Good Days”	33 – 327		14 – 26		12 – 42	
Hiking = 1 – 10 miles Running = 6 – 15 miles Horseback = 11 – 20+ miles Biking = 6 – 20 miles	44		19		13	

CRITICAL ITEMS FROM STEP 2

Trail Project Proposal Name	Step 2 Question 1	Step 2 Question 7	Step 2 Questions 30, 31, 32

Trail Project Proposal Name	Move Forward to Step 4	Rationale
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Stop Here – Official Use Only Beyond This Point**Signature**

- ☐ I do not support the proposal moving forward for further consideration. This document shall be submitted to the proponent, under a cover letter explaining rationale for denial of their proposal.
- ☐ I endorse the proposal. Proceed.

Forest Recreation Group: _____

Print *Signature* *Date*

Signature

- ☐ I do not support the proposal moving forward for further consideration. This document shall be submitted to the proponent, under a cover letter explaining rationale for denial of their proposal.
- ☐ I endorse the proposal, with stipulations. Proceed.

District Ranger: _____

Print *Signature* *Date*

Proponent Completes

Trail Proposal Process

STEP 4

Business Plan Summary

Date:

INSTRUCTIONS: Project proponent from Step 1 summarizes costs from a business plan developed for this project. Costs must be pulled from business plan and inserted here with business plan submitted with this step as background.

1. NEPA Projected Costs

NEPA Projected Costs – These estimates must be supported by an in-depth business plan. These listed below are not all encompassing costs but do identify some of the critical costs to completing the NEPA analysis.

	Estimated Costs
Specialist Surveys	\$
Public Scoping (mailing cost)	\$
Alternative Development/Analysis	\$
Document in a CE, EA, or EIS	\$
Inherently Governmental: Consultation with USF&W and SHPO (Reports)	\$
Inherently Governmental: Decision Document	\$
Mail decision to those who participated in public scoping (mailing cost)	\$
TOTAL COST	\$

2. Project Implementation Costs

Project Implementation Costs – These estimates must be supported by an in-depth business plan. These listed below are not all encompassing costs but do identify some of the critical costs to completing the implementation of the construction.

NOTE: Any improvements or infrastructure become property of the Black Hills National Forest, unless such improvements are authorized under another authority.

	Estimated Costs
Supplies and Materials	\$
Construction	\$
Signage, education plan, etc.	\$
Major Infrastructure Components	\$

3. Annual and Long-Term Maintenance Costs

Long-Term Maintenance Costs – These estimates must be supported by an in-depth business plan. These listed below are not all encompassing costs but do identify some of the critical costs to completing the implementation of the construction.

NOTE: Any improvements, infrastructure or infrastructure become property of the Black Hills National Forest, unless such improvements are authorized under another authority.

	Estimated Costs
Estimated Annual Maintenance Cost	\$
Tread Maintenance to Standard	
Trail Clearing to Standard	
Supplies and Materials	\$
Signage, etc.	\$
Other	\$
Projected Replacement Cost	\$
Tread & Clearing	\$
Major Infrastructure Components	\$
Other	\$
Projected Removal and Restoration Cost	\$
Tread	
Major Infrastructure Components	\$
Other	\$
Total Estimated Other Costs	\$
TOTAL COST	\$

Stop Here – Official Use Only Beyond This Point

4. Signature

☐ I do not support the proposal moving forward for further consideration.

☐ I endorse proceeding to Step 5 to further evaluate this proposal.

District Ranger: _____
Print
Signature
Date

Agency Completes

Trail Proposal Process

STEP 5

District Final Review and Forest Supervisor Briefing

Date:

Instructions: District Ranger will review all five steps with District Recreation Staff and brief Forest Supervisor on recommendations to move to NEPA and potentially add to trail system.

Project Proposal Name:

Type of NEPA Action:

☐ Reject☐ CE or EA☐ EIS

Potential issues:

MANAGE EFFECTIVELY

Consistency with Black Hills National Forest Direction and Plans - Is trail proposal consistent with established Forest direction (e.g., regulation, directives), and other relevant planning documents (e.g., agency strategic plan goals)?

☐ There appear to be some inconsistencies and/or there is uncertainty as to whether the trail will be managed consistent with Forest direction and plans.

1

☐ The proposed trail is consistent with established Forest direction.

Trail Uniqueness and Other Providers – Are there other possible providers in the area such as state or county parks, private providers, or other USFS sites that currently offer a similar opportunity or experience?

☐ Proposed trail requires access across private property (i.e. easement is required).

7

☐ Proposed trail does not require access across private property (i.e. no easement required).

NEPA and Implementation – How likely is it that this project can/will be funded with a grant to complete NEPA and implement project?

☐ There is a low probability or no firm commitment that a substantial amount of funding can be secured to **complete NEPA for the project**.

30

☐ There is a high probability or a firm commitment that a substantial amount of funding can be secured to **complete NEPA for the project**.

☐ There is a low probability or no firm commitment that a substantial amount of funding can be received to **implement the project**.

31

☐ There is a high probability or a firm commitment that a substantial amount of funding can be received to **implement the project**.

Annual Maintenance Costs - How will the trail affect long-term annual maintenance costs?

☐ The project will add **long-term annual maintenance costs** (inspections, repairs, etc.).

32

☐ The trail has financial commitments through fees, partners, community support, etc., that will cover the **costs of long-term annual maintenance**.

Stop Here – Official Use Only Beyond This Point

Signature

☐ I do not support the proposal moving forward for further consideration. This document shall be submitted to the proponent, under a cover letter explaining rationale for denial of their proposal.

☐ I endorse the proposal. Proceed.

District Ranger:

Print

Signature

Date

Signature

☐ I do not support the proposal moving forward for further consideration. This document shall be submitted to the proponent, under a cover letter explaining rationale for denial of their proposal.

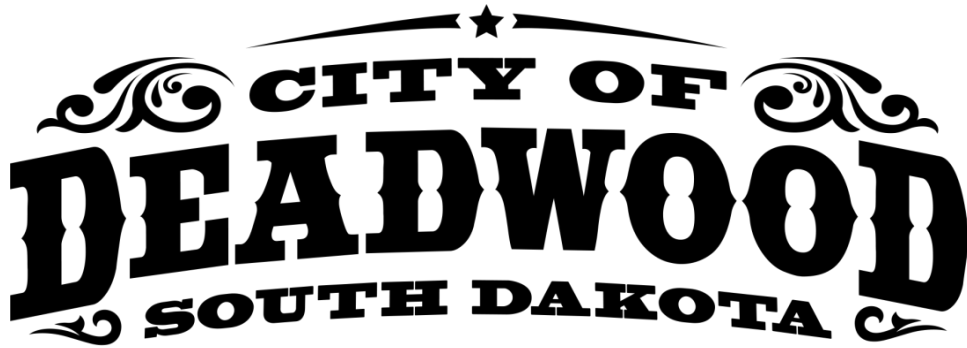
☐ I endorse the proposal, with stipulations. Proceed.

Forest Supervisor:

Print

Signature

Date



Event Complex Rental and Use Agreement

Event: _____

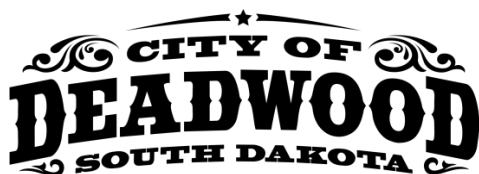
Date: _____

The City of Deadwood has contracted with the Deadwood Chamber of Commerce and Visitors Bureau for the management and coordination of the Deadwood Event Complex. As an applicant for rental and use of any portion of the Deadwood Event Complex, you are required to contact the Chamber for coordination and assistance in the submittal of this application to the City. The Chamber can be contacted at the following address:

Deadwood Chamber of Commerce
501 Main Street
Deadwood, SD 57732
605-578-1876

Table of Contents

Topic	Page
Table of Contents	2
Rental and Use Agreement	
• Contact information	3-4
• Rental & Deposit Fee Schedule.....	5
• Rental Rules and Regulations	6-7
Insurance and Liability Overview	8
• Facilities Use Agreement Indemnification and Insurance Clause	9
• Event Sponsor Release and Indemnification Agreement.....	10-11
• Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment.....	12
• Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment for Minor(s)	13
Building Rental Rules.....	14
Event Complex Parking Requirements	15
Responsibilities to and of Concessionaire	16
Acknowledgement of Deadwood Codified Ordinances	
• Alcohol Policy	17
• Liquor Liability Insurance	18
• General Business within the Complex	19
• Signs and Banners.....	20
City Services and Equipment	21-22
References.....	23



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: _____

Contact Information:

Name of Applicant: _____

Business/Organization: _____

Mailing Address: _____

City, State Zip: _____

Business Phone: _____ Cell Phone: _____

Email Address: _____

Dates Event Complex requested:

Set up Date(s): _____ Hour(s): _____

Event Date(s): _____ Hour(s): _____

Clean-up Date(s): _____ Hour(s): _____

Approximate number of people who will attend: _____

I am applying to use the:
(Please check property requested)

- ☐ Ticket Booth
- ☐ Main Grandstand Concession
- ☐ Crow's Nest
- ☐ Main Grandstand Restrooms
- ☐ VIP Grandstand
- ☐ Baseball Field(s)
- ☐ Baseball Field Restrooms
- ☐ Arena and Corral Areas
- ☐ Venue Seating
- ☐ Parking Lots

Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: _____

Compliance with Deadwood City Ordinances:

Please review the City of Deadwood Ordinances located on the City of Deadwood website: www.cityofdeadwood.com or by calling (605) 578-2082.

- 1) Deadwood Codified Ordinance - Chapter 8.12 – Noise. This ordinance must be adhered to. A violation of this ordinance could be grounds for refusing future rental requests.
- 2) Deadwood Codified Ordinance – Title 5 – Business License. This ordinance may apply.

Additional contacts:

Names & contact number of event representatives or sub-contractors (i.e. security, refuge, etc.):

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Name: _____ Title: _____

Phone: _____ Representing: _____

Deadwood Event Complex Rental and Use Agreement

Renter Type: ☐ For-Profit ☐ Private ☐ Non-Profit ☐ Government
(Check One) *Categories above defined in the Complex Guidelines and Information Sheet*

Rental Fees:

	Event Complex Facilities	Parking Lots	Baseball Fields
Private	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
Non-Profit	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
For Profit	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
	500 / Day	\$500 / Day	\$300 / Day
Government Agencies	No charge	No charge	No charge

Ticketed Events:

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge or facility use fee to each ticket sold in lieu of any rental fee above. The City of Deadwood has a ticket surcharge, which is set and amended by resolution. **The City Of Deadwood reserves the right to apply the rental Fee regardless of any application for the use of the ticket surcharge in lieu of rental fees.**

Rental Fees subject to change. Fees and deposits waived for Lead Deadwood School Activities.

Damage Deposit (Refundable): \$1250 minimum (no alcohol) or \$2,500 minimum (serving alcohol), which includes a \$250 non-refundable administrative fee.

City reserves the right to bill for additional fees if damages exceed deposit amount.

Key Deposit (One Key or All Keys) (Refundable): \$100.00

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Event Complex Facilities \$ _____
Baseball Fields \$ _____
Parking Lots \$ _____
Cleaning \$ _____
Total Fees \$ _____

Refundable Deposits

Key Deposit \$ _____
Damage Deposit \$ _____
Total Deposits \$ _____

Please write separate checks to the City of Deadwood (one check for event and one check for deposits)

Organization: _____
Name: _____ Title: _____
Signature: _____ Date: _____

For Office Use Only:

City

Representative:

Date Fees Received _____

Signature: _____

Total(s): _____

Title: _____

Date: _____

Acknowledgement of Use Rules and Regulations

1. The user assumes responsibility for damage to the rented building(s) and/or area(s) and its amenities during the time of usage, including any time rented for set-up and clean-up. Any property damaged beyond normal wear and tear may be replaced or repaired at the option of City of Deadwood at the user's expense. Liability will be the actual repair or replacement cost and will not be limited to the damage & cleaning deposit.

Initials _____

2. In the event there is damage to the Event Complex or its amenities, City of Deadwood or its appointed agent will notify the undersigned user of the nature and extent of the damage. City of Deadwood will provide an appraisal of the repair or replacement within 10 days of the event. The user will be billed for any amount that exceeds the damage/cleaning deposit.

Initials _____

3. The user agrees to leave the building and grounds in as good or better condition at the end of the event. Any additional clean-up required after the event will be billed to the user at a rate of \$100.00 per hour per person required to perform the work.

Initials _____

4. A concessionaire is provided for approved special events at the Deadwood Event Complex based on the size of the event and the needs of the event organizer. The concessionaire has a guaranteed dollar amount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when the concession is requested by the Event Organizer. If the event does not produce the two hundred and fifty (\$250) dollars per day, the event organizer shall be required to cover the shortfall to the Concessionaire. The guaranteed dollar amount shall be paid to the Concessionaire if events are canceled within 72 hours of the event as the concessionaire has at that point prepared for the event taking place. If the event is canceled prior to 72 hours from the event, the Concessionaire shall not be guaranteed the two hundred and fifty (\$250.00) dollars per day.

Initials _____

5. The user is responsible for trash dumpster(s), the removal of the trash, and all costs associated with trash generated from the event. Dumpsters shall be placed in locations approved by the Public Works Director.

Initials _____

6. I understand and agree: (Please Check Box for your Acknowledgement)

- ☐ A person in charge of the event must be in attendance at all times during the event.
I have read & signed the Alcohol Policy form.
- ☐ All guests must remain in the vicinity of the building/area rented and are not allowed to roam the Event Complex or enter other buildings.
- ☐ A person in charge must keep the guests off the Football Field unless granted permission to use from the Deadwood City Commission for the event.
- ☐ Smoking on City property, including the Event Complex, is prohibited except in designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette on any City property.
- ☐ If the fire alarms sound, a person in charge will instruct all guests to evacuate to a safe distance outside the building(s) until such time as the Fire Department allows re-entry.

- ☐ A person in charge will not allow anyone to interfere with the fire alarm system.
- ☐ All vehicles must be parked in designated parking areas. No vehicles are to be parked in the Fire Lanes surrounding the buildings.
- ☐ A person in charge will assure that all garbage is placed in containers for the event.
- ☐ The event representative agrees to immediately pay for any damage or cleaning that exceeds the deposit amount.
- ☐ If decorations are used, only painter's tape (low adhesive) can be used on any surfaces. No holes may be made in Event Complex property. Renter must remove all decorations and attachments.
- ☐ No alterations can be made to the buildings or grounds without the express permission of City of Deadwood. This includes, but is not limited to, installation of equipment, installation of wiring, cable or other devices or any alteration of the building.
- ☐ The Exit doors must be unlocked and cannot be blocked during the event.
- ☐ Unless otherwise specified by the City Commission, all events must end by 10:00 p.m. Sunday – Thursday and 11:00 p.m. Friday – Saturday. Any event permitted may be required to have security present.
- ☐ Noise that may cause inconvenience, annoyance or alarm to others is not permitted. Any event that generates excessive noise must take place between the hours of 7:00 a.m. – 10:00 p.m. only and must comply with Noise Regulations found in the City of Deadwood Codified Ordinance.
- ☐ In case of an emergency, such as a fire, dial 911. In the case of a non-emergency, the Deadwood Police Department number is (605) 578-2623 and the Deadwood Fire Department number is (605) 578-1212.
- ☐ In case of issues related to the Event Complex during off business hours such as electrical problems, wastewater issues, lighting problems, property related issues, etc. contact Lawrence County Dispatch at (605) 578-2230. The proper authority will be dispatched to remedy the problem. If the problem occurs during business hours (7am-4Pm M-F) contact the Deadwood Public Works Department at (605) 578-3082.

Initials _____

7. Outdoor/Animal Events: (Check Acknowledgement)

- ☐ Event representatives are responsible for removal of all animal waste, feed, straw and garbage.
- ☐ Event representatives are responsible for cleaning restrooms after the event (if used).
- ☐ Event representatives are responsible for cleaning all areas utilized including the staging areas, grounds, seating areas, parking areas, and buildings.

Initials _____

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Insurance and Liability

Overview:

When city facilities are used by the general public for special events which pose a high risk of injury (e.g. outdoor recreational activities or athletic events), a signed Waiver of Liability, Indemnification, and Medical Release should be required of each participant.

The waiver form should not be significantly modified. It has been written to comply with a 1994 Supreme Court decision, which stated:

- Pre-injury releases are much more likely to be deemed valid and enforceable when they are written on a separate document--that is, not imbedded in an application, rental agreement or sign-up sheet;
- Unless the intention of the parties is expressed in unmistakable language, an exculpatory clause will not be deemed to insulate a party from liability for his own negligent acts...what the law demands is that such provisions be clear and coherent; and
- The more inherently dangerous or risky the recreational activity, the more likely that an anticipatory release will be held valid.

The form can and should be modified to specifically identify the activity involved. In the case of a particularly dangerous activity, the level of risk involved should also be stated. For example, it may not be sufficient to name the activity "motorcycle stunts." The release form should specify the level of difficulty of the stunts.

NOTE:

High risk activities warrant the use of either a Facilities Use Agreement which requires the user to carry liability coverage, or participant liability waivers, or both. The process of determining when to require insurance of the user and/or when to require signed waivers of participants can be a difficult one. Unfortunately, with the wide variety of activities, events and facilities across City government, there is no way to establish a standard policy to specifically address all cases. Please contact the City of Deadwood's Safety Director for guidance at 605-578-2082.

The following pages include:

- Facilities Use Agreement Indemnification and Insurance Clause
- Event Sponsor Release and Indemnification Agreement
- Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment
- Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment for Minor(s)

Facilities Use Agreement Indemnification and Insurance Clause

User agrees to indemnify and hold the City, and its officers, agents and employees harmless from any and all liability, damages, actions, claims, demands, expenses, judgments, fees and costs of whatever kind or character, arising from, by reason of, or in connection with the use of the facilities described herein. It is the intention of the parties that the City, and its officers, agents and employees shall not be liable or in any way responsible for injury, damage, liability, loss or expense resulting to the user and those it brings onto the premises due to accidents, mishaps, misconduct, negligence or injuries, either in person or property.

User expressly assumes full responsibility for any and all damages or injuries which may result to any person or property by reason of or in connection with the use of the facilities pursuant to this agreement and agrees to pay the City for all damages caused to the facilities resulting from user's activities hereunder.

User represents that its activities, pursuant to this agreement, will be supervised by adequately trained personnel, and that user will observe, and cause the participants in the activity to observe, all safety rules for the facility and the activity. User acknowledges that the City has no duty to and will not provide supervision of the activity.

User shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit. Five days prior to commencement of this Agreement, User shall furnish the City with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and provide that such insurance shall not be canceled, except on 30 days' prior written notice to the City. The City Commission reserves the right to require additional commercial general liability insurance necessary to protect the interests of the City.

I have read this Facilities Use Agreement Indemnification and Insurance Clause

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

ACKNOWLEDGEMENT INDIVIDUAL

STATE OF _____ :
SS.

COUNTY OF _____ :

On this _____ day of _____, 20__, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came _____, personally known to me to be the person whose name is affixed to the above instrument and acknowledged the said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal at _____, in said county and state, the date aforesaid.

(Seal)

Notary Public

My Commission Expires: _____

Event Sponsor – Release and Indemnification Agreement

This is a Release of Liability Indemnification Agreement. Special Events Holder must read carefully before signing.

In consideration for being permitted to engage in the following special event activities on Deadwood property (describe in detail):

Special Events Holder hereby acknowledges, represents, and agrees as follows:

- A. We understand that the above described activities may be dangerous and do or may involve risks of injury, loss or damage to us and/or third parties. We further acknowledge that such risks may include but may not be limited to bodily injury, personal injury, sickness, disease, death, and property loss or damage, arising from the following circumstances, among others:

Initials _____

- B. If required by this paragraph, we agree to require each participant in our special event to execute a RELEASE AND INDEMNIFICATION AGREEMENT for ourselves and for Deadwood, on a form approved by Deadwood. Contact Deadwood Safety Director for determination: 578-2082

Participant Release and Indemnification required? YES _____ NO _____

Initials _____

- C. We agree to procure, keep in force, and pay for special event insurance coverage, from an insurer acceptable to Deadwood, for the duration of the above described activities.

Initials _____

- D. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby expressly assume all such risks of injury, loss, or damage to us or any other related third party arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

Initials _____

- E. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we further hereby exempt, release and discharge Deadwood, its officers, and its employees, from any and all claims, demands and actions for such injury, loss, or damage, arising out of or in any way related to the above described activities, whether or not caused by the act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

Initials _____

- F. We further agree to defend, indemnify, and hold harmless Deadwood, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims and demands, including any third party claim asserted against Deadwood, its officers, employees, insurers, or self-insurance pool, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other kind of loss of any kind whatsoever, which arises out of or are in any way related to the above described activities. Whether or not caused by our act, omission, negligence, or other fault of Deadwood, its officers, its employees, or by any other cause.

Initials _____

- G. By signing this **RELEASE AND INDEMNIFICATION AGREEMENT**, we hereby acknowledge and agree that said agreement extends to all acts, omissions, negligence, or other fault of Deadwood, its officers, and/or its employees, and that said Agreement is intended to be as broad and inclusive as permitted by the laws of the State of South Dakota. If any portion thereof is held invalid, it is further agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Initials _____

- H. We understand and agree that this **RELEASE AND INDEMNIFICATION AGREEMENT** shall be governed by the laws of the State of South Dakota, and that jurisdiction and venue for any suit of cause of action under this agreement shall lie in the courts of Lawrence County, South Dakota.

Initials _____

- I. This **RELEASE AND INDEMNIFICATION AGREEMENT** shall be effective as of the date or dates of the applicable special event, shall continue in full force until our responsibilities hereunder are fully discharged, and shall be binding upon us, or successors, representatives, heirs, executors, assigns, and transferees.

Initials _____

IN WITNESS THEREOF, THIS RELEASE AND INDEMNIFICATION AGREEMENT is executed by the special events holder, acting by and through the undersigned, who represents that he or she is properly authorized to bind the Special Events Holder hereto.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment

By my signature below, I acknowledge that I am aware of, appreciate the character of, and voluntarily assume the risks involved in participating in

By my signature below, on behalf of myself, my heirs, next of kin, successors in interest, assigns, personal representatives, and agents, I hereby:

1. Waive any claim or cause of action against and release from liability the City of Deadwood, its officers, employees, and agents for any liability for injuries to my person or property resulting from my participation in the activity listed above;
2. Agree to indemnify and hold harmless the City of Deadwood, its officers, employees and agents for any claims, causes of action, or liability to any other person arising from my participation in the activity listed above; and
3. Consent to receive any medical treatment deemed advisable during my participation in the activity listed above.

I have read this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment, and fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and indent my signature to be complete and unconditional release of liability to the greatest extend allowed by law.

Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment

By our signatures below, we acknowledge that we are aware of, appreciate the character of, and voluntarily assume the risks involved in participating in

By our signatures below, on behalf of ourselves, our heirs, next of kin, successors in interest, assigns, personal representatives, and agents, we hereby:

1. Waive any claim or cause of action against and release from liability the City of Deadwood its officers, employees, and agents for any liability for injuries to person or property resulting from participation in the activity listed above;
2. Agree to indemnify and hold harmless the City of Deadwood, its officers, employees, and agents for any claims, causes of action, or liability to any other person arising from participation in the activity listed above;
3. Consent to receive any medical treatment deemed advisable during participation in the activity listed above; and
4. Acknowledge that we are signing below as a minor child and as the parent or legal guardian of the minor child named below.

I have read this Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment, and fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and indent my signature to be complete and unconditional release of liability to the greatest extend allowed by law.

Minor's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

Guardian's Name: _____ Date of Birth: _____

Address: _____

Signature: _____ Date: _____

City of Deadwood Building Rental Rules

*Building Rental Rules only apply if the event is utilizing the grandstands, crow's nest, or ticket booth.

In addition to the rental agreement, the following rules are in force:

- No fog machine or similar device may be used in the buildings as they will set off the smoke alarms.
- No alcohol is allowed on any portion of the Event Complex unless consent has been given by City of Deadwood, and the Alcohol Policy has been signed and approved.
- No nails, staples, or tacks to be put on any City property. Painter's tape (low adhesive) is allowed.
- All decorations must be flame retardant in accordance with fire code.
- All exit lights must remain uncovered and visible.
- No smoking is allowed on any city property, except designated areas. No person shall smoke or carry any lighted smoking instrument, any cigar, cigarette, pipe, electronic cigarette or other smoking equipment on city property.
- At 10:00 p.m., music must be shut off or turned down so it cannot be heard outside of the Event Complex.
- Propane usage allowed with City of Deadwood's prior consent.
- Clean up after your event, including but not limited to:
 - Sweep floors & mop spills
 - Empty trash in building & dispose of in receptacles outside
 - Sweep and mop restrooms & wipe down all counter-tops, sinks, toilets
 - Take down any and all decorations and remove tape
 - Pick up trash within the entire Event Complex
- Deposit will be returned after the Event Complex is inspected. The deposit is available for return after the inspection and no deficiencies have been reported.

I have read and understand these rules.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Event Complex Parking Requirements

*Event Complex Parking rules and requirements apply to all parking used within the Complex, as well as the parking in immediate adjacent properties.

The following rules are in force:

- A parking plan must be submitted as an attachment to this application and include the following information:
 1. Estimated attendance including Staff, spectators, and/or participants
 2. Parking Lots requested and location of proposed attendants
 3. Detailed drawing of proposed traffic flow and access; both pedestrian and vehicular
- Parking assistance required for events that use parking lots for spectators or contestants
- Fire lanes must be kept clear
- Number of Parking Attendants Required:
 - One Attendant located at the gate during the event at all times
 - One additional attendant for every 500 spectators or contestants

*Example: 1000 people in attendance with contestants, staff, and/or participants would require one gate attendant and two parking attendants
- Failure to provide required attendants will be billed \$100.00 per hour per attendant and City will assign attendants

Additional Notes:

1. High visibility vests with Deadwood Event Complex identified on them will be available in the Ticket Booth.
2. Large map of Complex will be on display in Ticket Booth for communication.

I have read and understand these rules.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Responsibilities to and of the Concessionaire

- A. The Concessionaire shall sell quality food and beverages; schedule and provide full maintenance of the concession premises; employ, train, and supervise personnel with appropriate qualifications and experience to assist in such functions; perform or supervise employees in the performance of all other tasks related to the operation, maintenance of the concession premises; and pay for and obtain all licenses and permits necessary for the operation of the concessions granted. The Concessionaire may offer the sale of additional items from the Concession Premises but shall be limited to food and beverage and approved by the Deadwood City Commission.
- B. The Concessionaire shall not sell any alcohol. Alcohol during events held at the Deadwood Event Complex is the sole responsibility of the Event Organizer. The event organizer will have access to the coolers and the outside bars in the facility.
- C. Concessionaire shall at its own expense, at all times, keep the Concession Premises and areas within twenty-five (25) feet thereto in a neat, clean, safe, and sanitary condition; and keep the glass of all windows and doors serving such areas clean and presentable. Concessionaire shall furnish all cleaning supplies and materials needed to operate such areas in the manner prescribed in this agreement; Concessionaire shall provide or perform all necessary janitorial service to adequately maintain the inside and outside of such areas including concession seating. Concessionaire shall be responsible for keeping the areas within twenty-five (25) feet of the perimeter of such areas free of litter and clean of spills resulting from concession operations. The concessionaire shall be obligated to maintain a regular cleaning schedule, as well as a regular extermination service schedule.
- D. Garbage collection within the concession premises and within twenty-five (25) feet of the premises shall be maintained by the Concessionaire and disposed into a dumpster provided by the Event Organizer. The Concessionaire shall **NOT** pay for garbage service during events.
- E. Concessionaire shall be open for business during all special events approved by City Commission where the concession service is requested for the Deadwood Event Complex. If the event organizer is not requesting concession services, the event organizer cannot bring in other vendors to provide food and beverage for the event. The hours of operation of the concession premises shall coincide with the hours of the event scheduled and the hours of operation shall be coordinated between the Concessionaire and the Event Organizer.

A component of the facility use agreement is a guaranteed dollar amount of two hundred and fifty (\$250.00) dollars per day to the Concessionaire when the concession is requested by the Event Organizer. If the event does not produce the two hundred and fifty (\$250) dollars per day, the event organizer shall be required to cover the shortfall to the Concessionaire. The guaranteed dollar amount shall be paid to the Concessionaire if events are canceled within 72 hours of the event as the concessionaire has at that point prepared for the event taking place. If the event is canceled prior to 72 hours from the event, the Concessionaire shall not be guaranteed the two hundred and fifty (\$250.00) dollars per day.

I have read and understand the responsibilities to and of the concessionaire as they relate to the rental agreement and the use of the Deadwood Event Complex.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Alcohol Policy for Facility Rentals

No alcohol is allowed in any building or on the grounds of the City of Deadwood Event Complex including the parking area without the expressed consent of City of Deadwood. To obtain permission to serve alcoholic beverages the City Finance Office **MUST** be contacted, at (605) 578-2600. Alcoholic beverages are **NOT** permitted outside of the Event Complex.

The sale of alcoholic beverages may be allowed by acquiring a special alcoholic beverage license from the City of Deadwood per Deadwood Codified Ordinance Chapter 5.04.070 and South Dakota Codified Law Title 35. The process to obtain alcohol licenses may take up to 45 days.

If the undersigned represents a Private Party or For-Profit Organization, the serving of alcoholic beverages is allowed without a special alcoholic beverage license, provided that the event is invitation only, not open to the public, no public advertising and no money is involved (no cash bars and the cost of the alcohol cannot be hidden in an entry fee). Again, alcoholic beverages are **NOT** permitted outside of the Event Complex. The Finance Office **MUST** be contacted, at (605) 578-2600 then after review of the request for the serving of alcoholic beverages, the City Commission will approve or disapprove of the request. User will receive notification in written form from the City Finance office of the Commission action.

For those functions where consent has been given the following rules must be followed:

- At any event where alcohol is available, the renter must provide, at their expense, licensed servers unless otherwise approved by the Deadwood City Commission. A copy of the license must be provided to the City of Deadwood prior to the event.
- The renter will also, at their expense, provide adequate licensed certified security to cover the event. A copy of the license and security certification must also be provided to the City of Deadwood prior to the event. The entity can submit an “alternative” to a licensed certified security company, but the “alternative” security will generally entail having a certified police officer on site (off-duty officer is okay). The City will also need to be provided with their name & a copy of their certification, & they need to agree not to drink alcohol themselves.
- Keys for the facilities will not be issued until this information is received and confirmed.
- The renter is solely and wholly responsible to ensure all rules and regulations in regards to the serving of alcohol are followed.

YES, we will have alcohol at the contracted event and will abide by the Event Complex Alcohol Policy.

NO, we will not have alcohol at the contracted event and agree to police the buildings and parking area to ensure no alcohol is present at the event.

Organization: _____

Name: _____ Title: _____

Signature: _____

Dates/Times Alcohol will be served: _____

Business name who will be serving: _____

Liquor Liability Insurance

This Insurance Liability Insurance coverage is required if you plan to sell alcoholic beverages at your event or facilities rental.

Name of Insurance Company: _____

Agent's Name: _____ Policy Type: _____

Phone: _____ Policy No.: _____

Address: _____

Please obtain the required insurance and mail an original insurance certificate to:

City of Deadwood
Attn: Finance Office
102 Sherman Street
Deadwood, SD 57732.

For Office Use Only:

Date Fees Received: _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

General Business within the Event Complex

1. If you will be selling any items (tangible personal property), you and vendors must present a copy of South Dakota Sales Tax Licenses. For information on sales tax licensing contact the following:
 South Dakota Department of Revenue Office
 445 East Capitol Ave
 Pierre, SD 57501-3185
 (605) 773-3311

Initials _____

2. If vendors are intended to be used during an approved event at the Deadwood Event Complex, all vendors shall comply with Chapter 5.28 of the Deadwood Codified Ordinances. This Ordinance is included within the guidelines and information packet for reference. In addition, vendors will be limited to designated areas (as indicated on the Event Complex site plan) within the Event Complex unless otherwise approved by the Deadwood City Commission. As the event organizer you understand the laws related to general business and vending within the City limits of Deadwood.

Initials _____

3. As the event organizer and the renter of the Event Complex you shall ensure all sales from any proposed business activities (vendors or the event itself) will not compete with products sold from the concession facility and the concessionaire provided through the City of Deadwood.

Initials _____

4. The user acknowledges the City of Deadwood has contracted a concessionaire to operate the concession spaces within the Deadwood Event Complex. The responsibilities in regards to the concessionaire and the concession space have been provided and are understood by the event organizer/user of the Event Complex.

Initials _____

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

For Office Use Only:

Sales Tax Number (If Applicable): _____

Date Fees Received: _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

Event Complex Sign and Banner Policy

1. Approved events proposed for the Deadwood Event Complex are exempt from Chapter 15.32 Signs of the City of Deadwood Code for all signage and banners located within the event venue. Any proposed banners or signs on the outside of the perimeter fencing will be subject to permitting and the process for approval as part of Deadwood Codified Ordinance Chapter 15.32
2. All signage and banners may be installed at the beginning of the approved rental time and shall be removed within 24 hours of completion of the event. City Staff will remove banners remaining beyond the time for removal at a cost of \$100.00 per hour per person.
3. The City Planner and the Building Inspector shall approve any proposed signage proposed outside of the venue near the primary entrance to the Event Complex prior to the event. Signage proposed for way finding or entrance signage between Highway 14A/85 and Crescent Street may require South Dakota Department of Transportation and/or Deadwood Planning and Zoning Commission approval, proper timing and planning will be required and is very important in regards to approval of signage outside of the Event Complex.
4. The installation of all signage and banners shall be presented to the City of Deadwood prior to installation to prevent damage to City Property and to ensure compliance to the City of Deadwood Codified Ordinance Chapter 15.32. Attach a written plan with quantities, sizes, and locations of all signs and banners.

I have read the Sign and Banner Policy for the City of Deadwood Event Complex, fully understand its terms, understand that I shall abide by Deadwood Codified Ordinance 15.32, and have signed it freely and voluntarily.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

City of Deadwood Equipment and Services

Limitations on the Provision of City Services; Cost and/or Fees

- A. Approval for use of the Deadwood Event Complex does not obligate or require the City to provide services, equipment, or personnel in support of an event.
- B. If the City provides services, equipment, or personnel in support of an event, the City will, charge the event organizer a cost determined by the Department Head in supervision of the services provided. The cost for use of equipment, personnel, and services is determined prior to submittal of application; additional services requested during the event will incur addition costs. ONLY the Department Head in supervision of the services provided shall approve additional services requested! Additional costs if applicable shall be mutually agreed upon prior to service and paid for prior to the service provided.
- C. Prior to submittal of this application, the applicant must meet with the proper City Department Head to determine costs and availability of services requested. A letter from the appropriate City Department stating the total costs and services available shall be submitted with the application along with payment for the services with the entire application.
- D. If the City is a co-sponsor of an event, city services, equipment, or personnel may be provided to support the event without charge.

Equipment and Services Provided (Included in Rental Fees)

Public Works Department

- Electricity (existing facilities only – additional power is the responsibility of the renter with approval from the Public Works Director)
- Water and Sewer (existing facilities only – additional services are the responsibility of the renter with approval from the Public Works Director)
- Yard Hydrants (water sources) – The City has several yard hydrants available upon request throughout the property; however, hoses, stock tanks, etc. are the responsibility of the event organizer.
- Limited grading, scarifying, compacting the Arena Surface Prior to the Set-up of the Event
- Installation and tear down of traffic control devices and signs the City has available. The traffic control devices and signs are limited to the inventory of the City of Deadwood and what have been used during events held in the event complex in the past.
- Providing for and setting up of fencing at the SDDOT shop yard for overflow parking if requested. The agreement between the SDDOT and the City requires this property be set-up a particular way, utilized specifically, and restored to the condition it was in prior to the use.
- Fence/Corral Panels – The City may provide fence and/or corral panels owned by the City of Deadwood if they are available. The installation of all fence panels as part of an event will be the responsibility of the renter.
- Restrooms – Restrooms are available for events however, the cleaning of the restrooms is the responsibility of the event organizer. In addition, if the existing facilities are not adequate for the projected number of patrons' additional facilities are the responsibility of the renter.

Police Department

- Parade Escort for parades directly related to the event
- Traffic Control related to exiting of patrons at the intersection of Seventy-Six Drive and Highway 85/14A. This service shall be determined in advance if needed.

Equipment and Services upon Request and Availability with Cost (NOT Included in Rental Fees)Public Works Department

- Fire hydrants will NOT be available for event usage at any time and shall be kept clear for access in case of emergency.
- Additional services not specifically listed below shall be considered, evaluated, and determined if the City will provide the service. If the service can be provided a cost, if required, will be determined in writing prior to the event.

Arena prep work including:

- Additional Grading, scarifying, compacting the Arena Surface after set-up of the event
- Pumping of water from the Arena Area
- Additional Dirt or Sand for the Arena
- Fence panel installation and tear down
- Snow removal from or hauling snow into event complex
- Water – Bulk amounts of water used for dust control, snowmaking, etc.

General Event Complex Services:

- Garbage pick-up
- Costs for emptying City dumpsters if utilized
- Clean up of animal droppings during events

Equipment/Machinery with a City Employee Operator ONLY:

- Motor grader
- Loader
- Dump Truck
- Skid Steer / Bobcat
- Sweeper (Large or Small)
- Bucket Truck
- Water Tank Truck

Police Department

- Traffic Control – Any traffic control assistance beyond what is provided with the use of the facility
- Security Services – Security services shall be a request to the Chief of Police and the availability of personnel may prohibit this service from being provided.

Fire Department

- On-site Staff and/or equipment: If the approved event requires Fire Department staff and/or equipment to be on-site due to the nature of the event.

Renter Reference Sheet

Renter/Organization Name: _____

Requirements (If first time renter):

- 3 References from a previous event location in which you hosted an event
- References cannot be a part of your organization or event
- Each Reference must have complete information

The City of Deadwood may contact references to evaluate your performance as a renter.

1) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

2) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

3) Name: _____ Phone Number: _____

City/State: _____ Event Name: _____

Event Location: _____ Email: _____

I have read the foregoing rental agreement and all of the attachments as well as the use guidelines and information attached hereto, and incorporated herein by this reference. I fully understand my rights and obligations in connection with use of the Deadwood Event Complex.

RESERVATIONS WILL NOT BE CONFIRMED UNTIL THE SIGNED FACILITY USE AGREEMENT AND FULL PAYMENT IS RECEIVED.

Organization: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Daytime Phone Number: _____

Date of your Event(s): _____ Group/Event Name: _____

TIMM LANE STRUCTURE REPLACEMENT
CITY OF DEADWOOD, SOUTH DAKOTA
PROJECT NO. L19-00-078

**DIVISION 00 – PROCUREMENT AND CONTRACTING
REQUIREMENTS**
SECTION 00 51 00 – NOTICE OF AWARD

NOTICE OF AWARD

Date of Issuance: October 19, 2022

Owner: City of Deadwood, South Dakota

Engineer: Interstate Engineering, Inc.

Project: Timm Lane Structure Replacement

Owner's Contract No.: _____

Engineer's Project No.: L19-00-078

Contract Name: Timm Lane Structure
Replacement

Bidder: Corr Construction Services, Inc.

Bidder's Address: PO Box 170
Hermosa, SD 57744

TO BIDDER:

You are notified that Owner has accepted your Bid dated September 29, 2022, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Removal of existing structure (Single span "I" girder w/timber deck and timber abutments), construction of temporary vehicle crossing consisting of twin 60' CMP culverts, riprap, and gravel surfacing. Installation of new 48' prestressed concrete double tee bridge with H pile abutments and T101 Bridge Rail. Work also includes minimal approach grading, surfacing and other associated improvements.

The Contract Price of the awarded Contract is: \$673,721.66.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and three (3) copies of the Contract Documents accompany this Notice of Award, or have been transmitted or made available to Bidder electronically.

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three (3) counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., *performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within fifteen days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Deadwood, South Dakota

for

Authorized Signature

By:

Ronald B. S

Title:

Engineer

Copy: Engineer

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2022, by and between City of Deadwood, South Dakota, hereinafter called OWNER, and Corr Construction Services, Inc., hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 WORK

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

Base Bid:

Removal of existing structure (Single span "I" girder w/timber deck and timber abutments), construction of temporary vehicle crossing consisting of twin 60' CMP culverts, riprap, and gravel surfacing. Installation of new 48' prestressed concrete double tee bridge with H pile abutments and T101 Bridge Rail. Work also includes minimal approach grading, surfacing, and other associated improvements.

ARTICLE 2 THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or on a part is generally described as follows: Timm Lane Structure Replacement and Approach Grading

ARTICLE 3 ENGINEER

The Project has been designed by:

Interstate Engineering, Inc.
120 Industrial Drive, Suite 2
Spearfish, SD 57783

who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have all rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 4 CONTRACT TIMES

Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

Dates to Achieve Substantial Completion and Final Payment

- B. Work described in Article 1 shall be substantially complete as follows:
1. Construction shall be substantially complete and ready for OWNER use and pre-final inspection by September 1, 2023.
 2. All construction shall be finally complete and ready for final payment within thirty (30) calendar days of substantial completion.
 3. Once the Contractor begins work, the City will require the work to continue without extended periods of non-activity on the site.
- C. Work shall begin when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions.

Liquidated Damages

- D. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in

paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 11 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$1,600.00 for each day that expires after the time specified in paragraph 4.02 for Substantial Completion of any construction schedule until the Work is substantially complete. At any given time, the maximum amount the Contractor will pay is \$1,600.00 per day regardless of the number of construction schedules that are not substantially complete per the time described above.

ARTICLE 5 CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit prices are those listed in the Unit Price Schedule of the Bid Form attached as Exhibit A to this Agreement. Estimated quantities used for bidding purposes are not guaranteed. Payment will be for actual quantities as determined by Engineer in accordance with Paragraph 10.06 of the General Conditions. Unit prices have been computed as provided in paragraph 13.03 of the General Conditions.

ARTICLE 6 PAYMENT PROCEDURES

Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions or other portions of the Contract Documents.

Progress Payments; Retainage

- B. OWNER shall make progress payments in accordance with Article 15 of the General Conditions on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by the ENGINEER, once each month during construction as provided below. All progress payments will be on the basis of progress of Work Measured by the number of units of each bid item completed times the bid unit price in the Unit Price Schedule of the Bid Form for that item.
 1. Prior to Substantial Completion, progress payments will be made equal to the sum of the unit price items less the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 15.01 of the General Conditions:
 - a. The OWNER shall retain 10% of the amount of each progress payment until 50% of the Work is complete and accepted per the Contract Document requirements. No further retainage shall be withheld on progress estimates during continuance of the contract unless unsatisfactory progress or performance is documented.
 - b. Retainage will be 10% of materials and equipment not incorporated in the Work (but delivered, suitably stored, and accompanied by documentation satisfactory to OWNER as provided in paragraph 15.01 of the General Conditions).
 2. Upon Substantial Completion and at the OWNER's discretion, the amount of retainage may be further reduced if requested by the CONTRACTOR up to 95% of the amount retained from previous estimates.

Final Payment

- C. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06.

ARTICLE 7 INTEREST

All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 8 CONTRACTORS REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents (including all Addenda) listed in Article 9 and the other related data identified in the Bidding Documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance or furnishing of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. CONTRACTOR has carefully studied all: reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities), if any, which have been identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Special Provisions as provided in paragraph 5.06 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by the CONTRACTOR, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 CONTRACT DOCUMENTS

Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement;
 - 2. Performance Bond;
 - 3. Payment Bond;
 - 4. Other Bonds;
 - 5. General Conditions;
 - 6. Supplementary Conditions;
 - 7. Specifications as listed in the Table of Contents of the Project Manual;
 - 8. Drawings consisting of a cover sheet and sheets numbered 2 through 39, inclusive, with each sheet bearing the following general title: Timm Lane Structure Replacement; (Note: Drawings are not attached hereto);
 - 9. Drawings consisting of a cover sheet and sheets numbers G-1 through C-10, inclusive, with each sheet bearing the following general title: Timm Lane Temporary Access Crossing; (Note: Drawings are not attached hereto);
 - 10. Addenda No. 1;
 - 11. Exhibits to this Agreement (enumerated as follows):
 - a. Notice of Award;
 - b. CONTRACTOR's Bid Form;
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award;
 - 12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Orders.
- B. The documents listed in paragraph 9.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 11.01 of the General Conditions.

ARTICLE 10 MISCELLANEOUS

Terms

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

Assignment of Contract

- B. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

Successors and Assigns

- C. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Severability

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

Errors and Omissions

- E. The Contract Documents listed in Article 9 of this Agreement are intended to be complimentary and to describe and provide a complete work. The CONTRACTOR will not take advantage of an apparent error or omission in the plans and specifications. If the CONTRACTOR discovers such an error or omission, he will immediately notify the ENGINEER. The ENGINEER will then make such corrections and interpretation as may be deemed necessary for fulfilling the intent of the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed three (3) copies of this Agreement. One counterpart has been delivered to OWNER, one to CONTRACTOR, and one to ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

This Agreement will be effective on _____, 2022. (Which is the effective Date of the Agreement).

OWNER:
CITY OF DEADWOOD

CONTRACTOR:
CORR CONSTRUCTION SERVICES, INC.

By: _____
(Signature)
Attest _____
(Signature)

By: _____
(Signature)
Attest _____
(Signature)

Address for giving notices:
102 SHERMAN STREET
DEADWOOD, SOUTH DAKOTA 57732
Phone: _____
Facsimile: _____

Address for giving notices:
PO Box 170
Hermosa, SD 57744-0170
Phone: (605) 255-5456
Facsimile: (605) 255-5781

[CORPORATE SEAL]

[CORPORATE SEAL]

South Dakota Contractors' Registration #:

Agent for service of process:

(If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

OWNER's Designated Representative:

Name: Interstate Engineering, Inc.
Title: Engineer
Address: 120 Industrial Drive, Suite 2
Spearfish, SD 57783
Phone: 605-642-4772
Facsimile: 605-642-4773

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

Contractor's Designated Representative:

Name: _____
Title: _____
Address: _____
Phone: _____
Facsimile: _____

TIMM LANE REPLACEMENT STRUCTURE
CITY OF DEADWOOD, SOUTH DAKOTA
PROJECT NO. L-19-00-078

**DIVISION 00 – PROCUREMENT AND CONTRACTING
REQUIREMENTS
SECTION 00 41 00 – BID FORMS**

PART 1 GENERAL

00.1.01 PROJECT IDENTIFICATION

TIMM LANE REPLACEMENT STRUCTURE

(Name of Project)

DEADWOOD, SOUTH DAKOTA 57732

(Location)

CONTRACT IDENTIFICATION AND NUMBER:

IEI# L19-00-078

THIS BID SUBMITTED TO:

CITY OF DEADWOOD

(Organization)

102 SHERMAN STREET

(Street; P.O. Box)

DEADWOOD, SOUTH DAKOTA 57732

(Town), (State) (Zip Code)

00.1.02 PROJECT

- A. This project generally consists of the following work items as provided in **SECTION 00 11 13 ADVERTISEMENT FOR BIDS** of these Specifications.

1. Including but not limited to:

Removal of existing structure (Single span "I" girder w/timber deck and timber abutments), construction of temporary vehicle crossing consisting of twin 60" CMP culverts, riprap, and gravel surfacing. Installation of new 48' prestressed concrete double tee bridge with H pile abutments and T101 Bridge Rail. Work also includes minimal approach grading, surfacing and other associated improvements.

00.1.03 PROPOSAL

- A. The undersigned Bidder, proposes and agrees if this Bid is accepted, to enter into an Agreement with Owner in the form Included in the Bidding Documents, to perform and furnish all Work as specified or indicated in the Bidding Documents for the process and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.
- B. The undersigned Bidder is required to affix the Bidder's South Dakota Contractor's Excise Tax License Number and Employers Tax ID Number to their Bid.
- C. With these units as the basis, the bidder will extend such item, using the cost they insert in the unit column.
1. Any total cost found inconsistent with the unit cost when the bids are examined will be deemed in error and corrected to agree with the unit cost, which shall be considered correct.

TIMM LANE REPLACEMENT STRUCTURE
CITY OF DEADWOOD, SOUTH DAKOTA
PROJECT NO. L-19-00-078

**DIVISION 00 – PROCUREMENT AND CONTRACTING
REQUIREMENTS
SECTION 00 41 00 – BID FORMS**

00.1.04 EXAMINATION OF DOCUMENTS AND SITE VISIT

- A. The undersigned has examined the location of the proposed work, the Drawings, Specifications, and other Contract Documents, and is familiar with the local conditions and limitations at the place where the work is to be performed.
- B. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- C. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- D. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- E. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
- F. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- G. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

00.1.05 ADDENDA

- A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.

Addendum Date

1

Sept 26, 2022

00.1.06 BASIS OF PROPOSAL

- A. All various phases of work enumerated in the Detailed Specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the Contractor under one of the items listed in the bid schedule, irrespective of whether it is named in said list, and that the Owner may specify any number or combination of units that the Engineer may deem necessary for the construction of the Project.
- B. The undersigned bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same

**TIMM LANE REPLACEMENT STRUCTURE
CITY OF DEADWOOD, SOUTH DAKOTA
PROJECT NO. L-19-00-078**

**DIVISION 00 – PROCUREMENT AND CONTRACTING
REQUIREMENTS
SECTION 00 41 00 – BID FORMS**

work, and that it is made in pursuance of and subject to all the terms and conditions of **SECTION 00 21 00 INSTRUCTIONS TO BIDDERS**, the Construction Agreement, the Detailed Specifications, and the Plans pertaining to the work to be done, all of which have been examined by the undersigned.

00.1.07 CONTRACT TIME

A. Base Bid:

1. All construction schedules shall be substantially complete and ready for OWNER's use and pre-final inspection by September 1, 2023.

00.1.08 LIQUIDATED DAMAGES

- A.** Bidder further agrees to pay liquidated damages stated in the Contract Documents, as provided in Paragraph 15.06.D of **SECTION 00 72 00 GENERAL CONDITIONS** of these Specifications and acknowledged during preparation and submittal of a bid.

1. Refer to Acknowledgement of Liquidated Damage signature page for additional information (included herein).

00.1.09 BIDDER'S PROPOSAL

- A.** Estimated quantities shown in this section are approximate quantities based on calculations performed by the Engineer. The Contractor is responsible for satisfying him or herself as to the accuracy of these quantities. The quantities shown in the Unit Price Schedule are for the purpose of comparing bids. Payment will be made at the unit price bid for each item multiplied by the quantity of that item furnished and/or installed, and accepted.

B. Schedule of Rates

L&M = Labor and Materials LS = Lump Sum
SY = Square Yard SF = Square Foot
CY = Cubic Yard LF = Lineal Foot
VF = Vertical Foot HR = Hour
EA = Each

TIMM LANE REPLACEMENT STRUCTURE - REVISED
BASE BID

Item No.	Description	Quantity	Unit	Unit Price	Extended Unit Price
009E0010	MOBILIZATION	1	LS	106,500	106,500 ⁰⁰
100E0020	CLEAR AND GRUB TREE	7	EA	850	5,950 ⁰⁰
100E0100	CLEARING	1	LS	5,850	5,850 ⁰⁰
110E1010	REMOVE ASPHALT CONCRETE PAVEMENT	88	SY	56.80	4,998.40
110E1690	REMOVE SEDIMENT	0.4	CY	700	280 ⁰⁰
120E0010	UNCLASSIFIED EXCAVATION	354	CY	20.85	7,380.90

TIMM LANE REPLACEMENT STRUCTURE
CITY OF DEADWOOD, SOUTH DAKOTA
PROJECT NO. L-19-00-078

DIVISION 00 – PROCUREMENT AND CONTRACTING
REQUIREMENTS
SECTION 00 41 00 – BID FORMS

120E0600	CONTRACTOR FURNISHED BORROW EXCAVATION	275	CY	49	13,475 ⁰⁰
230E0010	PLACING TOPSOIL	61	CY	59.80	3,647 ⁸⁰
260E1010	BASE COURSE	218	TON	64.35	14,028 ³⁰
320E1050	CLASS E ASPHALT	55	TON	233	12,815 ⁰⁰
632E1320	2.0" X 2.0" PERFORATED TUBE POST	15	FT	42	630 ⁰⁰
632E3526	INSTALL STATE FURNISHED SIGN	2	EA	36	72 ⁰⁰
634E0110	TRAFFIC CONTROL SIGNS	68	SF	7.20	489 ⁶⁰
634E0120	TRAFFIC CONTROL, MISCELLANEOUS	1	LS	2,760	2,760 ⁰⁰
634E0275	TYPE 3 BARRICADE	6	EA	180	1,080 ⁰⁰
634E0700	TRAFFIC CONTROL MOVABLE CONCRETE BARRIER	14	EA	585	8,190 ⁰⁰
730E0210	TYPE F PERMANENT SEED MIXTURE	50	LB	60	3,000 ⁰⁰
731E0200	FERTILIZING	1.22	TON	1,800	2,196 ⁰⁰
732E0100	MULCHING	4.5	TON	3,600	16,200 ⁰⁰
734E0154	12" DIAMETER EROSION CONTROL WATTLE	443	FEET	12	5,316 ⁰⁰
450E4828	60" CMP 14 GAUGE, FURNISH	184	FEET	165	30,360 ⁰⁰
450E4830	60" CMP INSTALL	184	FEET	23.80	4,379 ²⁰
464E0100	CONTROLLED DENSITY FILL	45	CY	422.50	19,012 ⁵⁰
700E0210	CLASS B RIPRAP, FURNISH AND PLACEMENT	103	TON	106.10	10,928 ³⁰
250E0030	INCIDENTAL WORK, STRUCTURE	1	LS	58,000	58,000 ⁰⁰
420E0100	STRUCTURE EXCAVATION, BRIDGE	252	CY	22	5,544 ⁰⁰
430E0200	BRIDGE END EMBANKMENT	122	CY	44.75	5,459 ⁵⁰
430E0300	GRANULAR BRIDGE END BACKFILL	23	CY	222	5,106 ⁰⁰
460E0050	CLASS A45 CONCRETE, BRIDGE	98	CY	862	84,476 ⁰⁰
460E0100	CONCRETE A45 CONCRETE, MISCELLANEOUS	4	CY	1,365	5,460 ⁰⁰
470E0420	TYPE T101 BRIDGE RAILING	124	FT	224.50	27,838 ⁰⁰
480E0100	REINFORCING STEEL	7412	LB	3.82	28,313 ⁸⁴
480E0200	EPOXY COATED REINFORCING STEEL	1254	LB	8.92	11,185 ⁶⁸

TIMM LANE REPLACEMENT STRUCTURE
CITY OF DEADWOOD, SOUTH DAKOTA
PROJECT NO. L-19-00-078

**DIVISION 00 – PROCUREMENT AND CONTRACTING
REQUIREMENTS
SECTION 00 41 00 – BID FORMS**

510E3120	HP 10 PILE TIP REINFORCEMENT	12	EA	388.60	4,663.20
510E3371	HP 10X57 STEEL TEST PILE, FURNISH AND DRIVE	50	FT	140	7,000.00
510E3375	HP 10X57 STEEL BEARING PILE, FURNISH AND DRIVE	250	FT	121	30,250.00
560E8630	3'-10" WIDE DECK X 30" PRESTRESSED CONCRETE DOUBLE TEE	230	FT	388.97	89,463.10
560E8631	3'-10" WIDE DECK X 30" PRESTRESSED CONCRETE DOUBLE TEE, INSTALL	230	FT	63.17	14,529.10
680E0040	4" UNDERDRAIN PIPE	126	FT	14.04	1,769.04
680E0150	DOUBLE SIDED SHEET DRAIN	480	SF	565	2,712.00
680E2500	POROUS BACKFILL	13.2	TON	321	4,237.20
831E0110	TYPE B DRAINAGE FABRIC	40	SY	12.35	494.00
734E0920	FINISH GRADE STREAM CHANNEL	24	HR	228	5,472.00
900E1310	CONCRETE WASHOUT FACILITY	1	EA	2,210	2,210.00

\$ 673,721.66
(Figures)

Six Hundred Seventy three thousand, seven Hundred
twenty one : 66/100
(Words)

00.1.10 BASIS OF BID & EVALUATION OF BID

- A. The undersigned understands that the OWNER reserves the right to reject any or all Proposals or to waive any formality or technicality in any Proposal in the interest of the OWNER.
- B. Bidders shall submit a Bid on a unit price and/or lump sum basis for each Schedule of Work listed in the Bid Schedule as provided in the Bid Form. The Bid will not be considered unless the Bid Form contains prices for all unit price and/or lump sum items, and alternates, as shown on the Bid Form. Owner will award the Contract to the responsible bidder whose Bid, conforming with all material terms and conditions of the Bidding Documents, is lowest price, is in the best interest of the Project and may include any combination and/or all Schedules and Additive Alternatives selected by the Owner, and other factors considered.
- C. Unit Price Work will be computed in accordance with Paragraph 13.03 of the General Conditions.
- D. Bidder acknowledges that estimated quantities are not guaranteed, are solely for the purpose of comparison of bids, and final payment for all Unit Price Bid Items will be based on actual quantities provided, determined as provided in the Contract Documents.

TIMM LANE REPLACEMENT STRUCTURE
CITY OF DEADWOOD, SOUTH DAKOTA
PROJECT NO. L-19-00-078

**DIVISION 00 – PROCUREMENT AND CONTRACTING
REQUIREMENTS
SECTION 00 41 00 – BID FORMS**

- E. The undersigned agrees that the unit prices shall govern in checking the bid, and should a discrepancy exist in the Total Bid Amount and Total Amount of Unit Prices Bid as listed above after extensions are checked and corrections made, if any, the total Amount of Unit Prices Bid as corrected shall be used in awarding this Contract.
- F. Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with 15.03 and 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- G. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.
- H. The following documents are attached to and made a condition of the Bid:
 - 1. Accompanying this Proposal is a Bidder's Bond payable to the OWNER in the amount of ten percent (10%) of this bid, in accordance with the provisions of **SECTION 00 21 13 INSTRUCTIONS TO BIDDERS** of these Specifications.
- I. The terms used in this Bid with the initial capital letters have meanings indicated in the Instructions to Bidders, General Conditions, and the Supplementary Conditions.
- J. If requested, the apparent successful bidder, and any other bidder as requested, shall submit to the Engineer a list of all such subcontractors, suppliers, individuals or entities proposed for the work within five (5) working days of the request and after the bid opening.
 - a. Such list shall be accompanied by a qualification statement with pertinent information regarding similar projects and other evidence of qualification and relative work experience for each subcontractor, suppliers, individual or entity. The Contractor and their subcontractor, suppliers, individual or other entities' experience will be considered when determining if the Contractor is responsible.
- K. **Technical Provisions**
 - 1. Reserved

00.1.11 TAXES

- A. The undersigned agrees that the prices in this Contractor's Proposal include provisions for the payment of all monies which will be payable by the Bidder or the Owner in connection with

TIMM LANE REPLACEMENT STRUCTURE
CITY OF DEADWOOD, SOUTH DAKOTA
PROJECT NO. L-19-00-078

**DIVISION 00 – PROCUREMENT AND CONTRACTING
REQUIREMENTS
SECTION 00 41 00 – BID FORMS**

the construction of Project on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies or equipment to be Incorporated in the Project.

- B. The Bidder agrees to pay all such taxes and to furnish to the appropriate taxing authorities all required information and reports pertaining thereto.

00.1.12 GOVERNMENTAL REQUIREMENTS

- A. The CONTRACTOR agrees to conform to the Governmental Requirements in **SECTION 00 73 73 STATUTORY REQUIREMENTS** of these Specifications.

00.1.13 PERFORMANCE AND PAYMENT BOND

- A. As shown in Contract Security and Signing of Agreement, as specified in **SECTION 00 21 13 INSTRUCTIONS TO BIDDERS** of these Specifications, the undersigned bidder agrees to execute the Agreement and a Performance and Payment Bond for the amount of the total of this bid within fifteen (15) calendar days from the date when the written notice of the award of the Contract is delivered to them at the address given on this proposal.
- B. The name and address of the corporate surety with which the Bidder proposes to furnish the specified Performance and Payment Bond is as follows:

Corporate Surety:

Business Address:

Gusso Surety Bonds

2307 W 57th St Suite 100

Sioux Falls, SD 57108

00.1.14 THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

Submitted On

Sept 29, 2022

(Date)

South Dakota Contractors Excise Tax No.

1019-2877-ET

Employer's Tax ID No.

75-3106959

If BIDDER is:

An Individual:

(Name typed or printed)

By:

(Individual's Signature)

Doing business as:

Business Address:

Phone No.:

Fax No.:

TIMM LANE REPLACEMENT STRUCTURE
CITY OF DEADWOOD, SOUTH DAKOTA
PROJECT NO. L-19-00-078

DIVISION 00 – PROCUREMENT AND CONTRACTING
REQUIREMENTS
SECTION 00 41 00 – BID FORMS

A Partnership:

(Partnership Name typed or printed)

By:

(Signature)

(Name typed or printed)

Business Address:

Phone No.:

Fax No.:

A Corporation:

Corr Construction Services Inc
(Corporation Name typed or printed)

State of
Incorporation:

Type:

South Dakota

S - Corp

(General Business, Professional, Service, Limited Liability)

By:

(Signature of person authorized to sign)

Title:

Attest:

President

(Signature)

Business Address:

PO Box 170

Hermosa SD 57744

Phone No.:

605-255-5456

Fax No.:

605-255-5781

Date of Qualification to do Business is:

April, 1, 2003

(Corporate Seal)

TIMM LANE REPLACEMENT STRUCTURE
CITY OF DEADWOOD, SOUTH DAKOTA
PROJECT NO. L-19-00-078

DIVISION 00 – PROCUREMENT AND CONTRACTING
REQUIREMENTS
SECTION 00 41 00 – BID FORMS

00.1.15 ACKNOWLEDGEMENT OF LIQUIDATED DAMAGES

A. DEFINITIONS:

1. When used in the Acknowledgement of Liquidated Damages, the following definitions shall apply:
2. CONTRACTOR: Corr Construction Services Inc
(Name of Contractor Completing this Form)
3. OWNER: CITY OF DEADWOOD

- B. This acknowledgement, dated this 29th day of Sept, 2022 by CONTRACTOR wherein CONTRACTOR acknowledges and agrees that the public improvement contract, which is the subject of this submitted bid contains a liquidated damages clause.
- C. CONTRACTOR acknowledges and agrees that because the project involves the construction of public improvements, said liquidated damages clause is necessary.
- D. CONTRACTOR acknowledges and agrees that the Owner is damaged in the amount of \$1,600.00 for each calendar day or part of a day past the contract's substantial completion date that this project is not completed.
- E. CONTRACTOR further acknowledges and agrees that the Owner is damaged in the amount of \$1,600.00 for each calendar day or part of a day past the contract's date for final completion and payment that the project is not completed.
- F. CONTRACTOR acknowledges and agrees that because this is a public improvement project, it is extremely difficult to calculate the OWNER'S actual damages for delay in completing the project, but that this mutually agreed upon figure for liquidated damages of \$1,600.00 is the best approximation possible, is reasonable, and is not a penalty. This mutually agreed upon liquidated damages amount has been specifically taken into account in arriving at the dollar amount of CONTRACTOR'S submitted bid. This liquidated damages amount shall be included in the public improvement project contract and CONTRACTOR acknowledges and agrees to be bound by this amount should CONTRACTOR be awarded the public improvement contract.
- G. This mutually agreed upon amount may be deducted from money due or to become due CONTRACTOR should CONTRACTOR be awarded the public improvement contract and should CONTRACTOR fail to complete the work within the time specified in this contract.

By: _____

(CONTRACTOR)

Its: _____

President

ADDENDUM NO.1
TIMM LANE STRUCTURE REPLACEMENT PROJECT
PROJECT NO.: L19-00-078
CITY OF DEADWOOD

Date Issued: September 26, 2022
Bid Opening Date: **NO CHANGE**
Bid Opening Time: **NO CHANGE**
Bid Opening Place: Deadwood City Hall

**THE FOLLOWING ADDITIONS, CORRECTIONS AND/OR CLARIFICATIONS SHALL
BE MADE TO THE PLANS AND SPECIFICATION DOCUMENTS:**

This addendum forms a part of the Contract Documents and modified the original bidding documents dated July 22, 2022. Bidders must acknowledge receipt of the Addendum in the appropriate space provided on the Bid Form. Failure to do so may subject the bidder to disqualification.

Clarification:

1. Attached are the following documents:
 - Pre-bid meeting agenda
 - Plan holders list
 - Revised plan sheets 11 & 16
 - Sheet 17 with redline notes regarding power line relocation
 - Revised Bid Form Section 00 41 00 – 3 thru -5
2. Enclosed is plan sheet 17 showing current BH Power plan to relocate the OH power line across the structure. BHP will set a temporary pole south of the structure to relocate the OH power line to. A temp service will be installed to service the lot SE of the structure. One existing pole off the SE corner of the structure will be removed and the guy wires from the other OH power line pole will be removed during construction. The pole will remain in place.

The awarded contractor will need to coordinate schedules with BH Power.

This will increase the amount of clearing needed for the temp power line. Bid Items 100E0020 & 100E0100

3. Relocating the existing concrete jersey barriers on the structure will be paid as part of bid item 250E0030 Incidental Work, Structure. They will be located to the cold storage area adjacent to the structure.
4. Once the contractor begins work, the City will require the work to continue without extended periods of non-activity on the site.
5. Plan sheet 4. Environmental Commitment N: American Dippers.
A nesting survey is planned for April to determine if the American Dipper has active nests in the area of work.

Professionals you need, people you trust

P.O. Box 226 • 120 Industrial Dr., Suite 2 • Spearfish, SD 57783-0226 • P: 605-642-4772 • F: 605-642-4773 •
www.interstateeng.com

Offices in: North Dakota • Montana • Minnesota • South Dakota • Wyoming

Specification:

1. Replace bid form Section 00 41 00 – 3 thru 5 with attached revised bid form.
Additional Class E Asphalt due to both approaches being asphalt. West approach was not previously asphalt.
2. Will allow both lifts to be Class E, Type 1.
3. PG Asphalt binder: 58-28 or 58-34 for RAP Mixes, and 64-22 or 64-28 for non-RAP mixes.
4. RAP will be allowed.

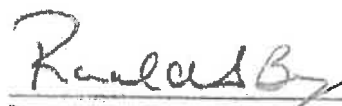
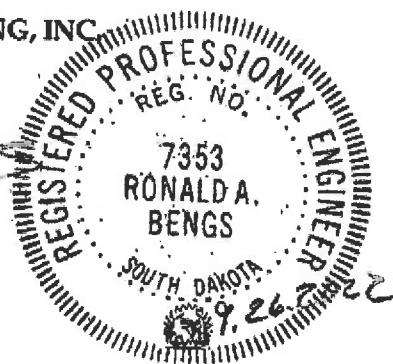
Plans:

1. Replace plan sheets 11 and 16 with the attached revised plan sheets. Both approaches will be asphalt.
2. Make the following pen & ink revisions to sheet 2 quantities:
260E3010 Gravel Surfacing – delete this bid item.
320E1050 Class E Asphalt Concrete – Revise quantity to 55 Ton.
3. Sheet G-1, Temporary Access Crossing. The 404 permit has been extended until March 14, 2026. There will be NO requirement to remove temporary work in the channel by February 24, 2023. It can remain in place throughout construction.

END OF ADDENDUM #1

NOTE: THE RECEIPT OF THIS ADDENDUM SHALL BE ACKNOWLEDGED IN THE SPACE PROVIDED ON THE BIDDER'S PROPOSAL FORM AND BID ENVELOPE.

INTERSTATE ENGINEERING, INC.


Ronald A. Bengs, PE

Professionals you need, people you trust

P.O. Box 226 • 120 Industrial Dr., Suite 2 • Spearfish, SD 57783-0226 • P: 605-642-4772 • F: 605-642-4773 •
www.interstateeng.com

Offices In: North Dakota • Montana • Minnesota • South Dakota • Wyoming



www.state.sd.us/drr

Having made proper application therefore, and upon compliance with all applicable laws and regulations of the state of South Dakota, this license is hereby issued to the below named. This license remains the property of the state of South Dakota and while in possession of the person to whom issued, entitles the licensee to transact whatever business or activity is specified on this license, until this license expires or is cancelled.

ISSUE DATE: 04/11/2003

EXPIRATION DATE:

LICENSE NUMBER: 1019-2877-ET

LICENSE TYPE: Contractors' Excise Tax

ISSUED TO:

CORR CONSTRUCTION SERVICES INC
24176 ALKAN LN
HERMOSA, SD 57744-0170

NON-TRANSFERABLE

CORR CONSTRUCTION SERVICES INC
24176 ALKAN LN
HERMOSA, SD 57744-0170

A handwritten signature in cursive script that reads "Paul Kinsman".

Paul Kinsman
Secretary of Revenue & Regulation



PENAL SUM FORM

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Corr Construction Services, Inc.
PO Box 170, Hermosa, SD 57744-0170

SURETY (Name, and Address of Principal Place of Business):

Swiss Re Corporate Solutions America Insurance Corporation
1200 Main Street, Suite 800, Kansas City, MO 64105

OWNER (Name and Address):

City of Deadwood
102 Sherman Street, Deadwood, SD 57732

BID

Bid Due Date: September 29, 2022

Description (Project Name— Include Location): Timm Lane Structure Replacement City of Deadwood,
South Dakota Project No. L19-00-078

BOND

Bond Number: Bid Bond

Date: September 7, 2022

Penal sum Ten Percent of Amount Bid \$ 10%
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Corr Construction Services, Inc.

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

Jack Corr

Print Name

President

Title

Attest:

Signature

Title

VP

SURETY

Swiss Re Corporate Solutions America Insurance Corporation

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Travis Gusso

Print Name

Attorney-in-Fact

Title

Attest:

Signature Jennifer Rinehart

Title Witness

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.



PENAL SUM FORM

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

State of South Dakota

County of Lincoln

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Jennifer Rinehart **Notary Public of** Lincoln **County, in the State of** South Dakota,

do hereby certify that Travis Gusso **Attorney-in-Fact, of the** Swiss Re Corporate Solutions

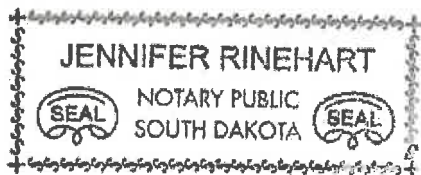
America Insurance Corporation **who is personally known to me to be the same person whose**

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

Swiss Re Corporate Solutions America Insurance Corporation **for the uses and purposes therein set forth.**

Given under my hand and notarial seal at my office in the City of Sioux Falls **in**
said County, this 7th **day of** September, 2022.




Notary Public

Jennifer Rinehart

My Commission expires: March 27, 2025

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
 SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")
GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint: Travis Gusso

Principal: Corr Construction Services, Inc.

Obligee: City of Deadwood

Bond Description: Timm Lane Structure Replacement City of Deadwood, South Dakota Project No. L19-00-078

Bond Number: Bid Bond

Bond Amount: See Bond Form

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9TH of May, 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
 Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC



By Gerald Jagrowski
 Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC

IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 29TH day of APRIL, 2022

State of Illinois
 County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
 Swiss Re Corporate Solutions Premier Insurance Corporation

On this 29TH day of APRIL, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel
 Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
 IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7th day of September, 2022.

Jeffrey Goldberg
 Jeffrey Goldberg, Senior Vice President &
 Assistant Secretary of SRCSAIC and
 SRCSPIC

PART 1 GENERAL

- A. The successful bidder shall furnish a performance and payment bond equal to the contract amount in conformance with these specifications.
- B. The surety and form of the bonds shall be subject to the approval of the contracting authority.
- C. The performance and payment bonds shall remain in effect until the expiration of the warranty period defined in the Bid Documents.
- D. Performance Bond shall be provided on EJCDC C-610 Performance Bond Form as included herein (3 pages).
- E. Payment Bond shall be provided on EJCDC C-615 Payment Bond Form as included herein (3 pages).

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

THIS PAGE INTENTIONALLY LEFT BLANK

PERFORMANCE BOND

CONTRACTOR: Corr Construction Services, Inc.
PO Box 170
Hermosa, SD 57744

SURETY (name and address of principal place of business):

OWNER: City of Deadwood, South Dakota
102 Sherman Street
Deadwood, SD 57732

CONSTRUCTION CONTRACT

Effective Date of the Agreement: October ____, 2022

Amount: \$673,721.66

Description: Removal of existing structure (Single span "I" girder w/timber deck and timber abutments), construction of temporary vehicle crossing consisting of twin 60" CMP culverts, riprap, and gravel surfacing. Installation of new 48' prestressed concrete double tee bridge with H pile abutments and T101 Bridge Rail. Work also includes minimal approach grading, surfacing and other associated improvements.

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal

Surety's Name and Corporate Seal

By: _____
Signature

By: _____
Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

SECTION 00 61 13 – PERFORMANCE AND PAYMENT BOND FORMS

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
 - 3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations.

SECTION 00 61 13 – PERFORMANCE AND PAYMENT BOND FORMS

No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Definitions
 - 14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.
16. Modifications to this Bond are as follows:

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 00 61 13 – PERFORMANCE AND PAYMENT BOND FORMS

PAYMENT BOND

CONTRACTOR: Corr Construction Services, Inc.
PO Box 170
Hermosa, SD 57744

SURETY (name and address of principal place of business):

OWNER: City of Deadwood, South Dakota
102 Sherman Street
Deadwood, SD 57732

CONSTRUCTION CONTRACT

Effective Date of the Agreement: October ____, 2022

Amount: \$673,721.66

Description: Removal of existing structure (Single span "I" girder w/timber deck and timber abutments), construction of temporary vehicle crossing consisting of twin 60' CMP culverts, riprap, and gravel surfacing. Installation of new 48' prestressed concrete double tee bridge with H pile abutments and T101 Bridge Rail. Work also includes minimal approach grading, surfacing and other associated improvements.

BOND

Bond Number:

Date (not earlier than the Effective Date of the Agreement of the Construction Contract):

Amount:

Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

SURETY

Contractor's Name and Corporate Seal (seal)

Surety's Name and Corporate Seal (seal)

By: _____
Signature

By: _____
Signature (attach power of attorney)

Print Name

Print Name

Title

Title

Attest: _____
Signature

Attest: _____
Signature

Title

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

SECTION 00 61 13 – PERFORMANCE AND PAYMENT BOND FORMS

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction

SECTION 00 61 13 – PERFORMANCE AND PAYMENT BOND FORMS

Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

END OF SECTION

PART 1 GENERAL

00.1.01 ADDITIONAL DOCUMENTS OF THE CONTRACT

- A. The documents listed below shall be furnished to the Owner upon award of the Contract.
- B. These documents shall become a part of the Contract Agreement between the Owner and Contractor.
 - 1. Notice of Award.
 - 2. Agreement Form.
 - 3. Performance Bond.
 - 4. Payment Bond.
 - 5. Acknowledgment of Principal.
 - 6. Power of Attorney.
 - 7. Bid Forms.
 - 8. Acknowledgment of Liquidated Damages.
 - 9. Contractor's License.
 - 10. Current Workmen's Compensation Certificate of Premium Paid.
 - 11. South Dakota State Tax Clearance Certificate.
 - 12. South Dakota Contractors Excise Tax License.
 - 13. Certificate of Liability Insurance.
 - 14. Contractor's Insurance Checklist.
 - 15. Construction Equipment Form.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION



Chart of City Departments

Department Head

POLICE CHIEF

Department Head

FINANCE OFFICER

Department Head

LIBRARY DIRECTOR

Fire Department

VOLUNTEER FIRE CHIEF

NO MAJOR CHANGES TO DEPARTMENT STRUCTURE

Department Head

PLANNING, ZONING &
HISTORIC PRESERVATION
OFFICER

Department Head

PUBLIC WORKS
DIRECTOR

Department Head

PARKS, RECREATION &
EVENTS DIRECTOR

Department Head

PARKING & TRANSPORTATION
DIRECTOR

HISTORIC PRESERVATION PROGRAM
COORDINATOR

BUILDING INSPECTOR

ZONING ADMINISTRATOR

PUBLIC BUILDINGS SUPERINTENDENT

WATER SUPERINTENDENT

STREETS SUPERINTENDENT

PARKS SUPERINTENDENT

RECREATION CENTER MANAGER

TRANSPORTATION SUPERINTENDENT

PARKING RAMP MANAGER

COMMUNITY SERVICE OFFICER



Wage Scale for New Hires

GRADE	LEVEL	PREVAILING WAGE FOR GRADE LEVEL
D	3	\$13.00
D	3++	\$13.50
D	4	\$14.00
D	4++	\$14.50
D	5	\$15.00
D	5+	\$15.25
D	5++	\$15.50
D	6	\$16.00
D	7	\$17.00
D	8	\$18.00
D	9	\$19.00
D	10	\$20.00
D	11	\$21.00
D	12	\$22.00
D	13	\$23.00
D	14	\$24.00
D	15	\$25.00
D	16	\$26.00
D	17	\$27.00
D	18	\$28.00
D	19	\$29.00
D	20	\$30.00



PARKS, RECREATION & EVENTS DIRECTOR POSITION DESCRIPTION

GENERAL PURPOSE

Responsible for performing a variety of complex administrative, supervisory, and professional work in planning, coordinating, and directing the activities of the Parks, Recreation, and Events Department including the City Recreation & Aquatic Center, city parks, public spaces, cemeteries, playgrounds, athletic fields, event complex and special and community events.

SUPERVISION RECEIVED

Works under the general guidance and direction of the City Commission with oversight of the Parks and Recreation Commissioner.

SUPERVISION EXERCISED

This position exercises supervision over all Parks, Recreation & Events Department staff directly or through subordinate supervisors.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Directs, manages, coordinates, and evaluates the operations of the staff and associated work within the Parks, Recreation & Events Department.
- Performs supervisory responsibilities including interviewing, hiring, and training/development of all staff within the Parks, Recreation and Events Department; and addressing complaints and resolving problems; and planning, assigning, and directing work.
- Directs the preparation of agenda items for the city commission and various committees or boards involved in the parks and recreation activities, presents agenda items as needed.
- Develops, manages, and oversees the capital improvement plan for the department, to include managing, organizing, and developing CIP department projects.
- Ensures inventory of resources are available for the department.
- Oversees service contracts, cleaning services, routine maintenance, and repairs.
- Develops and implements policy and procedure guidelines for the department.
- Prepares and presents the annual budget for the department; directs the implementation of the department's budget; plans for and reviews specifications for new or replaced equipment.

- Ensures adequate preventative and routine maintenance are in place for the Parks, Recreation and Events Department equipment and facilities.
- Enforces all safety rules and regulations associated with the department.
- Ensures personnel are assigned to shifts or working units which provide optimum effectiveness in terms of current situations and circumstances related to the department.
- Works cooperatively and coordinates with community-related local, state, and national organizations and entities regarding events and activities within the City of Deadwood agencies to plan for facilities and evaluate future needs; promotes public relations by resolving citizen concerns and speaking at meetings of various public groups.
- Acts as sexton of the Oakridge and Historic Cemeteries; ensures graves are marked properly, coordinates with local funeral homes, investigates and responds to questions from the public regarding gravesites.
- Cooperates with other city departments and assists when needed.
- Directs the planning, organizing, and scheduling of all adult and youth programs and activities offered at the Recreation and Aquatic Center.

PERIPHERAL DUTIES

- Works closely with Planning, Zoning, and Historic Preservation Department on matters related to parks, recreation and events.
- Performs a variety of miscellaneous duties as assigned.

DESIRED MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE

- Graduation from an accredited four-year college or university with a degree in a related field and/or a minimum of 3 years related experience.
- Must have supervisory experience.

NECESSARY KNOWLEDGE SKILLS AND ABILITIES

- Must have computer and managerial skills.
- Working knowledge in the field of parks and recreation along with associated management principles and practices.
- Knowledge of capital improvement project development and management principles.
- Knowledge of state laws and local policies and processes governing the bidding of projects along with ability to read blueprints.
- Must be able to plan, train, organize, delegate, and instruct all Parks, Recreation & Events Department employees and contractors.

SPECIAL REQUIREMENTS

- Must possess or be able to obtain by time of hire, a valid South Dakota Driver's License without record of suspension or revocation in any other State.
- Possession of a valid South Dakota commercial driver's license (Class B) is highly encouraged.
- No felony conviction or disqualifying criminal histories.

TOOLS AND EQUIPMENT USED

Computers, heavy equipment and machinery, hand tools, specialty maintenance equipment, computer, welder, power tools, lawn equipment, and snow removal equipment.

PHYSICAL DEMANDS

The physical demands attached hereto are respectively those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must be able to walk, sit or stand for a period of time. The employee must be able to lift or move 75 pounds. Specific vision abilities required for this job include close, distant, color, peripheral vision, depth perception and ability to focus.

WORK ENVIRONMENT

The work environment characteristics attached hereto are representative of those an employee encounters while performing the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works outside in all types of weather conditions and is exposed to wet, hot, humid, cold conditions, fumes, or certain airborne particles. The employee occasionally works near moving mechanical parts.

The noise level in the work environment is usually moderate to noisy.

SELECTION GUIDELINES

Formal application, rating of education and experience, oral interviews, and reference check; job related test may be required.

The job description does not constitute an employment agreement between employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



PARKS SUPERINTENDENT POSITION DESCRIPTION

GENERAL PURPOSE

Responsible for Parks, Recreation and Events Department procedures, routine and preventative maintenance, and other related operational duties with an emphasis on the organization, coordination, and management of all aspects for general upkeep of the city parks, public spaces, cemeteries, playgrounds, athletic fields, event complex and events.

SUPERVISION RECEIVED

Works under the general direction and supervision of the Parks, Recreation and Events Director.

SUPERVISION EXERCISED

Employee supervises all full time and seasonal park employees in the operation and maintenance of the parks department.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Manages and supervises the operations in the parks department to achieve goals with available resources; plans and organizes workloads and staff assignments; trains and motivates assigned staff; reviews progress and directs changes as needed.
- Provides leadership and input in the direction and development of short and long-range plans for the department; gathers, interprets, and prepares data for studies, reports, and recommendations; coordinates department activities with other departments and agencies as needed.
- Assures assigned areas of responsibility are managed within budget; performs cost control activities, monitors revenues and expenditures in assigned area to assure sound fiscal control; assists in preparing annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.
- Determines work procedures, prepares work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.
- Issues written and oral instructions; assigns duties and examines work for exactness, neatness, and conformance to policies and procedures.
- Maintains a positive work environment among workers and resolves grievances; performs or assists subordinates in performing duties; adjusts errors and complaints.

- Must have working knowledge and be capable of operating all parks and recreation equipment.
- Directs and plans work on a daily and weekly basis for the parks department and staff under direct supervision.
- Maintains inventory of items needed and used for the repairs and maintenance of the city parks, public spaces, cemeteries, playgrounds, athletic fields, event complex and events.
- Assists the Parks, Recreation and Events Director with budget planning.
- Ensures adequate preventative and routine maintenance programs are in place for the parks department equipment and properties.
- Enforces all safety rules and regulations associated with the department.
- Assures personnel are assigned to shifts or working units which provide optimum effectiveness in terms of current situations and circumstances related to the department.
- Schedules snow removal as needed.
- Directs staff and contractors to perform the spraying of noxious weeds and fogging for mosquitoes and other insects in the City of Deadwood.
- Assists sexton of the Oakridge and Historic Cemeteries, mark graves, and coordinates with local funeral homes and burial activities.
- Manages seasonal employees and summer activities with coordination with the Recreation Center Manager and other departments as assigned.
- Schedules employees for setup and tear down as required for special events within the City of Deadwood.
- Cooperates with other city departments and assists when needed.
- Manage and participate in department's "on-call" rotation as required.
- Ability to communicate effectively orally and in writing.

PERIPHERAL DUTIES

- Performs a variety of miscellaneous duties as assigned.

DESIRED MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE

- Must have a high school diploma or a GED equivalent.
- Must have supervisory experience.
- A minimum of three (3) years experience in the upkeep and care of lawns, shrubs, and trees or related field.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

- Must have a working knowledge in mechanical and carpentry repairs.
- Must be able to plan, organize, delegate, and instruct employees on equipment used by the department.
- Must be able to perform upkeep of the city parks, public spaces, cemeteries, playgrounds, athletic fields, event complex, which include underground sprinklers, playground equipment, concrete repairs, turf management, carpentry, etc.

SPECIAL REQUIREMENTS

- Must possess or be able to obtain by time of hire, a valid South Dakota Driver's License without record of suspension or revocation in any other State.
- Possession of a valid South Dakota commercial driver's license (Class B) is highly encouraged.
- No felony conviction or disqualifying criminal histories.

TOOLS AND EQUIPMENT USED

Computers, heavy equipment and machinery, hand tools, specialty maintenance equipment, welder, power tools, lawn equipment, and snow removal equipment.

PHYSICAL DEMANDS

The physical demands attached hereto are respectively those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must be able to walk, sit and stand for a period of time. Specific vision abilities required for this job include close, distant, color, peripheral vision, depth perception and ability to focus.

WORK ENVIRONMENT

Lighting: natural or fluorescent

Space: large, open spaces or small spaces for repairs

Temperature: extreme hot or cold temperatures may be encountered

Flooring: concrete, dirt, gravel, snow, ice, grass, etc.

Lifting: frequently lift or move up to 75 pounds

The work environment characteristics attached hereto are representative of those an employee encounters while performing the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works outside in all types of weather conditions and is exposed to wet, hot, humid, cold conditions, fumes, or certain airborne particles. The employee occasionally works near moving mechanical parts.

The noise level in the work environment is usually moderate to noisy.

SELECTION GUIDELINES

Formal application, rating of education and experience, oral interviews, and reference check; job related test may be required.

The job description does not constitute an employment agreement between employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



RECREATION CENTER MANAGER POSITION DESCRIPTION

GENERAL PURPOSE

Responsible for day-to-day operations, coordination, and management of the City Recreation & Aquatic Center and its programs and activities; implementing Parks, Recreation and Events Department procedures, routine and preventative maintenance; and other related operational duties with an emphasis on the organization, coordination, and management of all aspects for general upkeep and operation of the City Recreation & Aquatic Center.

SUPERVISION RECEIVED

Works under the general supervision and direction of the Parks, Recreation and Events Director.

SUPERVISION EXERCISED

Employee is the direct supervisor to the recreation center staff, including all office personnel, lifeguards, volunteers, and referees.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Manages and supervises the operations in the recreation and aquatic center to achieve goals with available resources; plans and organizes workloads and staff assignments; trains and motivates assigned staff; reviews progress and directs changes as needed.
- Provides leadership and input in the direction and development of short and long-range plans for the department; gathers, interprets, and prepares data for studies, reports, and recommendations; coordinates department activities with other departments and agencies as needed.
- Assures assigned areas of responsibility are managed within budget; performs cost control activities, monitors revenues and expenditures in assigned area to assure sound fiscal control; assists in preparing annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.
- Determines work procedures, prepares work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.
- Issues written and oral instructions; assigns duties and examines work for exactness, neatness, and conformance to City policies and procedures.

- Maintains a positive work environment among workers and resolves grievances; performs or assists subordinates in performing duties; adjusts errors and complaints.
- Manages and assists in the planning, organizing, and scheduling of all adult and youth programs and activities offered at the Recreation and Aquatic Center.
- Responsible for the safety procedures and training of all staff and lifeguards.
- Responsible for recommending the hiring of all staff within the Recreation and Aquatic Center.
- Assists the Parks, Recreation and Events Director with budget planning and manages the annual budget including projected income and expenses in an efficient and effective manner.
- Responsible for managing the collection of fees and monies from program participants and is accountable for such income and deposits.
- Carefully monitors and controls water quality in the swimming pool and oversees the operation of all pool pumps, equipment, and filters.
- Ensures adequate preventative and routine maintenance programs are in place for the Recreation and Aquatic Center equipment and properties.
- Enforces all safety rules and regulations associated with the department.
- Assures personnel are assigned to shifts or working units which provide optimum effectiveness in terms of current situations and circumstances related to the department.
- Instructs lifeguards and staff to conduct necessary custodial and other duties as required.
- Manages seasonal employees and summer activities with coordination with the Parks Superintendent and other departments as assigned.
- Makes written recommendation for discipline and dismissal of employees.
- Ability to communicate effectively orally and in writing.

PERIPHERAL DUTIES

- Performs a variety of miscellaneous duties as assigned.

DESIRED MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE

- Must possess a high school diploma or a GED equivalent.
- Two years experience in a position requiring listed certifications, or any equivalent combination of education and experience.
- Must have supervisory experience.

NECESSARY KNOWLEDGE SKILLS AND ABILITIES

- Must possess managerial skills of planning, organizing, and coordinating adult and youth events, activities, and programs.
- Ability to train personnel and maintain safety within the facility.
- Ability to motivate staff and volunteers.

SPECIAL REQUIREMENTS

- Must be a certified Water Safety Instructor or equivalent, Certified Pool Operator (CPO), and Lifeguard Instructor.
- Must be certified in Lifeguard Training, CPR and First Aid.

TOOLS AND EQUIPMENT USED

Computers, pool and video equipment and other forms of technology associated with the Recreation and Aquatic Center.

Janitorial supplies and equipment.

PHYSICAL DEMANDS

The physical attached hereto are respectively those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

WORK ENVIRONMENT

Lighting: natural or fluorescent

Space: open spaces or small spaces for repairs

Temperatures: extreme hot or cold temperatures may be encountered

Flooring: concrete, wood, snow, ice, etc.

Lifting: up to 50 pounds

The work environment characteristics attached hereto are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is exposed to pool chemicals and cleaning supplies. The employee occasionally works near moving mechanical parts.

The noise level in the work environment is usually moderate to noisy.

SELECTION GUIDELINES

Formal application, rating of education and experience, oral interviews, and reference check; job related test may be required.

The job description does not constitute an employment agreement between employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



PARKING & TRANSPORTATION DIRECTOR POSITION DESCRIPTION

GENERAL PURPOSE

Responsible for the overall management of the Parking & Transportation Department including the trolley system, paratransit services, parking management system, and Community Service Officers. This includes oversight of parking facilities, fleet management protocols, scheduling, maintenance, coordination, operations, and management of all aspects for the Transportation Department.

Provides oversight and shared direction of the Community Service Officers, in conjunction with the Chief of Police, with a variety of routine law enforcement and enforcing city ordinances governing parking and transportation matters.

SUPERVISION RECEIVED

Works under the general guidance and direction of the City Commission with oversight of the Parking & Transportation Commissioner.

SUPERVISION EXERCISED

This position exercises supervision overall parking and transportation employees and contractors, Parking Ramp Manager, and shares supervision of the Community Service Officers.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Directs, manages, coordinates, and evaluates the operations of the staff and associated work within the Parking and Transportation Department; reviews progress and directs changes as needed.
- Performs supervisory responsibilities include interviewing, hiring, and training/development of all staff within the Parking and Transportation Department; and addressing complaints and resolving problems; and planning, assigning, and directing work.
- Directs the preparation of agenda items for the city commission and various committees or boards involved in transportation matters and activities, presents agenda items as needed.
- Develops, manages, and oversees the capital improvement plan for the department, to include managing, organizing, and developing CIP department projects.
- Leads the direction and development of short and long-range plans for the department; reviews and interprets data for studies, reports, and recommendations; coordinates department activities with other departments and local, state, and national agencies as needed.

- Responsible for the management of the department's budget; ensures cost control activities are in place, monitors revenues and expenditures with the department; assures sound fiscal control; prepares and presents annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.
- Must have working knowledge of transportation equipment.
- Makes written recommendation to City Commission for discipline and/or dismissal of parking and transportation employees and contractors.
- Oversees the trolley and paratransit services within the transportation department.
- Monitors inventory of repair and replacement parts for the city transportation system.
- Oversees service contracts, cleaning services, routine maintenance and repairs.
- Prepares and presents the annual budget for the department; directs the implementation of the department's budget; plans for and reviews specifications for new or replaced equipment.
- Develops and oversees fleet management practices for appropriate preventative and routine maintenance of equipment.
- Ensures all safety rules and regulations through the City's policies are followed and adhered to within the department.
- Oversees administrative matters that include keeping accurate records of operations, maintenance, and trolley schedules.
- Coordinates with the Chief of Police on the city's parking management system. (Parking & Transportation Committee, Community Service Officers, strategies, fees, etc.)
- Oversight of the parking management system and equipment.
- Implements recommendations for improvements, enhancements and repairs needed for the department.
- Answer a variety of questions from the public regarding parking regulations, parking facilities, basic traffic complaints, points of interest and other public information.
- Responsible for case documentation, parking violations, sending out violation letters and writing reports for ordinance violations related to parking matters.
- Oversees the operations of the parking garage(s) and ensures the overall maintenance and cleanliness of the parking facilities.

- Operate computers and electronic devices associated with the parking system(s).
- Coordinates with the appropriate departments when issues arise concerning the parking garage(s).
- Assist the Police Department in monitoring video cameras and is responsible to report any suspicious activity.
- Cooperates with other city departments and assists when needed.

PERIPHERAL DUTIES

- Performs a variety of miscellaneous duties as assigned.

DESIRED MINIMUM QUALIFICATIONS:**EDUCATION AND EXPERIENCE**

- Graduation from an accredited four-year college or university with a degree in a related field and/or a minimum of 5 years related experience.
- Must have supervisory experience.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

- Must have computer skills to run software associated with parking management system, fleet management and related programs.
- Must be able to plan, train, organize, delegate, and instruct all parking and transportation employees and contractors.

SPECIAL REQUIREMENTS

- Must possess or be able to obtain by time of hire, a valid South Dakota Driver's License without record of suspension or revocation in any other State.
- Possession of a valid South Dakota commercial driver's license (Class B) is highly encouraged.
- No felony conviction or disqualifying criminal histories.

TOOLS AND EQUIPMENT USED

Personal computer, including software associated with parking management system, fleet management, phone, copy machine, and parking management equipment.

PHYSICAL DEMANDS

The physical demands attached hereto are respectively those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must be able to sit for a period of time. The employee must be able to lift or move 75 pounds. Specific vision abilities required for this job include close, distant, color, peripheral vision, depth perception and ability to focus.

WORK ENVIRONMENT

The work environment characteristics attached hereto are representative of those an employee encounters while performing the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works outside in all types of weather conditions and is exposed to wet, hot, humid, cold conditions, fumes, or certain airborne particles. The employee occasionally works near moving mechanical parts.

The noise level in the work environment is usually quiet to moderate in the office to noisy in the field.

SELECTION GUIDELINES

Formal application, rating of education and experience, oral interviews, and reference check; job related test may be required.

The job description does not constitute an employment agreement between employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



TRANSPORTATION SUPERINTENDENT POSITION DESCRIPTION

GENERAL PURPOSE

Responsible for the day-to-day management of the Transportation Department including the trolley system and paratransit services. This includes implementing proper fleet management protocols for routine and preventative maintenance and related operational duties. There is an emphasis on scheduling, maintenance, coordination, operations, and management of all aspects for the Transportation Department.

SUPERVISION RECEIVED

Works under the general direction and supervision of the Parking and Transportation Director.

SUPERVISION EXERCISED

This position supervises all trolley and paratransit employees and contractors.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Manages and supervises the operations in the transportation department to achieve goals with available resources; plans and organizes workloads and staff assignments; trains and motivates assigned staff; reviews progress and directs changes as needed.
- Provides leadership and input in the direction and development of short and long-range plans for the department; gathers, interprets, and prepares data for studies, reports, and recommendations; coordinates department activities with other departments and agencies as needed.
- Assures assigned areas of responsibility are managed within budget; performs cost control activities, monitors revenues and expenditures in assigned area to assure sound fiscal control; assists in preparing annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.
- Determines work procedures, prepares work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.
- Issues written and oral instructions; assigns duties and examines work for exactness, neatness, and conformance to policies and procedures.
- Must have working knowledge and be capable of operating all transportation equipment.

- Directs, plans, and schedules trolley and paratransit services on a daily and weekly basis within the transportation department.
- Maintains inventory of resources needed and used for the maintenance and repairs of the transportation equipment.
- Ensures service contracts, cleaning services, routine maintenance and repairs are completed in a timely matter through in-house or contracted needs.
- Ensures fleet management practices are in place for appropriate preventative and routine maintenance of equipment.
- Enforces all safety rules and regulations through the City's policies along with state and federal regulations.
- On call during hours of trolley operation.
- Performs administrative duties that include keeping accurate records of operations, maintenance, and trolley schedules.
- Cooperates with other city departments and assists when needed.

PERIPHERAL DUTIES

- Performs a variety of miscellaneous duties as assigned.

DESIRED MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE

- Must have a high school diploma or a GED equivalent.
- Supervisory and fleet management experience preferred.
- Preference considered for experience in the upkeep and maintenance of medium duty vehicles.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

- Must have a working knowledge in mechanical maintenance and repair matters.
- Must have computer skills to run software associated with general maintenance and fleet management.
- Must be able to plan, train, organize, delegate, and instruct all transportation employees and contractors on equipment used by the department.
- Must be able to perform the necessary duties to upkeep the City's Transportation Department.

SPECIAL REQUIREMENTS

- Must possess or be able to obtain by time of hire, a valid South Dakota commercial driver's license with a passenger endorsement to drive trolley without record of suspension or revocation in any other State.
- No felony conviction or disqualifying criminal histories.

TOOLS AND EQUIPMENT USED

Computers, radios, medium duty vehicles (Trolleys), various mechanical tools including but not limited to hand, air powered, electrical, and hydraulic.

PHYSICAL DEMANDS

The physical demands attached hereto are respectively those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must be able to sit for a period of time. Specific vision abilities required for this job include close, distant, color, peripheral vision, depth perception, and ability to focus.

WORK ENVIRONMENT

Lighting: natural or fluorescent

Space: large, open spaces or small spaces for repairs

Temperature: extreme hot or cold temperatures may be encountered

Flooring: concrete, dirt, gravel, snow, ice, grass, etc.

Lifting: frequently lift or move up to 75 pounds

The work environment characteristics attached hereto are representative of those an employee encounters while performing the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works outside in all types of weather conditions and is exposed to wet, hot, humid, cold conditions, fumes, or certain airborne particles. The employee occasionally works near moving mechanical parts.

The noise level in the work environment is usually moderate to noisy.

SELECTION GUIDELINES

Formal application, rating of education and experience, oral interviews, and reference check; job related test may be required.

The job description does not constitute an employment agreement between employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



COMMUNITY SERVICE OFFICER POSITION DESCRIPTION

GENERAL PURPOSE

Performs a variety of routine law enforcement and public contact work in enforcing city ordinances governing parking, animal control and assisting the public by providing information about parking locations, historic sites, and other city ordinances.

SUPERVISION RECEIVED

Works under the direct supervision of the Parking and Transportation Director with oversight by the Police Chief.

SUPERVISION EXERCISED

None.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Monitors the flow of vehicles in timed parking areas, issues citations for parking violations such as overtime parking, illegal parking in handicapped, unloading, fire hydrant areas, double parking, parking in no parking areas, parking against traffic and other parking related violations.
- Monitors and enforces the responsibility of construction sites to provide safe traffic flow and walking areas for the public.
- Monitors sidewalk violations, damaged parking signs, dead storage vehicles and maintains all parking management system equipment and reports issues to the appropriate department.
- Identifies and records information on possible abandoned or dead storage vehicles and completes the proper paperwork if required.
- Assists in traffic control during school hours to monitor the safety of children.
- Assists citizens with such matters as stalled vehicles, traffic safety, traffic direction, etc.
- Responsible for picking up stray animals, issuing citations, investigating animal abuse cases, setting live animal traps, and writing reports related to investigations and all matters related to animal control.
- Operates a two-way radio to check on vehicle registrations, report all crimes to on duty officer, request assistance in emergency situations and relay information regarding work situations and suspicious activity.

- Makes recommendations for improvements, enhancements and repairs needed to the appropriate department.
- Dispatch information to on duty officer as needed. Receives request from other on duty officers to perform special or specific duties.
- Answer a variety of questions from the public regarding parking regulations, parking facilities, basic traffic complaints, points of interest and other public information.
- Responsible for case documentation, parking violations, sending out violation letters and writing reports for ordinance violations.

PERIPHERAL DUTIES

- Provides various traffic control duties when directed.
- Performs a variety of miscellaneous duties as assigned.

DESIRED MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE

- High School diploma or GED Equivalent.
- One year of working in parking enforcement, animal services and public contact work.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of modern parking enforcement principles, technology, procedures, techniques, and equipment.
- Knowledge of animal equipment, laws, techniques, and basic animal behavior.
- Must have good communication skills when dealing with the public, be courteous, pleasant with strangers, able to give directions and work well with others.
- Should have a basic knowledge of Deadwood's history and a general knowledge of various buildings and business locations.
- Ability to dispatch an injured animal.
- Skills in the operation of the tools and equipment list below.
- Ability to learn the applicable laws, ordinances and department rules and regulations.
- Ability to analyze situations accurately and adopt an effective course of actions.
- Ability to interpret, apply, and explain codes, rules, regulations, policies and procedures using tact, patience, and courtesy.

- Ability to work without close supervision.
- Ability to maintain accurate records.
- Ability to establish and maintain effective working relationship with peers, supervisors, and the public.
- Ability to follow verbal and written instructions.

SPECIAL REQUIREMENTS

- Obtain NACA I & II Animal Control Training within 2 years of employment.
- Obtain CPR and Basic First Aid Certification within 1 year of employment.

GENERAL

- Must be 21 years of age at time of employment.
- Must possess or be able to obtain by time of hire, a valid South Dakota Driver's License without record of suspension or revocation in any other State.
- No felony conviction or disqualifying criminal histories.

TOOLS AND EQUIPMENT USED

Police radios, phone, computer, copier, first aid equipment, animal control catchpole, live animal traps, parking equipment, and assorted cameras and video equipment.

PHYSICAL DEMANDS

The physical demands attached hereto are respectively of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee must be in good health, used to walking different types of terrain and in all types of inclement weather. Must be able to stand for long periods of time in inclement weather due to assisting on duty officers with special or specific duties. The employee is frequently required to handle or operate tools or controls, reach with hands and arms, climb or balance, stoop, kneel or crouch or crawl in all types of conditions. The employee must be able to sit for a period of time when working on the computer and be able to lift or move 50 pounds. Specific vision abilities required for this job include close, distant, color, peripheral vision, depth perception and ability to focus.

WORK ENVIRONMENT

The work environment characteristics attached hereto are representatives of those an employee encounters while performing the essential function of this

job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works outside in all types of weather conditions and is exposed to wet, hot, humid, cold conditions, fumes, or certain airborne particles. The employee occasionally works near moving mechanical parts. The employee frequently works with animals and is exposed to bites, exotic diseases, and airborne particles.

The noise level in the work environment is usually moderate to noisy.

SELECTION GUIDELINES

Formal police application, rating of education and experience, oral interviews, and references check; job related test may be required.

The job description does not constitute an employment agreement between employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



PARKING RAMP MANAGER POSITION DESCRIPTION

GENERAL PURPOSE

Responsible for the daily operation of the parking garage(s) and performs a variety of routine tasks associated with parking and assisting the public by providing information about parking locations, historic sites, and other city ordinances.

SUPERVISION RECEIVED

Works under the general supervision of the Parking and Transportation Director.

SUPERVISION EXERCISED

None.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Responsible for the day-to-day operations of the parking garage(s).
- Maintains the overall cleanliness of the facility including elevator, walkways, stairs, and other areas of the facility.
- Operates computers and electronic devices associated with the parking system(s).
- Responsible to notifying the appropriate department when issues arise concerning the parking garage(s).
- Assist the Police Department in monitoring video cameras and is responsible to report any suspicious activity.
- Makes recommendations for improvements, enhancements and repairs needed to the appropriate department.
- Assist in the preparation of the operations and revenues budget for the parking garage(s).
- Assists Community Service Officer with collections of funds derived from parking management system.

PERIPHERAL DUTIES

- Performs a variety of miscellaneous duties as assigned.

DESIRED MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE

- High School diploma or GED Equivalent.
- One year of working in the parking management field and public contact work.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

- Must have basic knowledge of computers and technology.
- Knowledge of the modern parking enforcement principles, technology, procedures, techniques, and equipment.
- Must have good communication skills when dealing with the public, be courteous, pleasant with strangers, able to give directions and work well with others.
- Should have a basic knowledge of Deadwood's history and a general knowledge of various buildings and business locations.
- Ability to work without close supervision.
- Must be alert to all activities within the ramp.
- Must be willing to work holidays and weekends.
- Must be a dependable worker, able to follow instructions from supervisor, and punctual.

GENERAL

- Must be 18 years of age at time of employment.
- Must possess or be able to obtain by time of hire, a valid South Dakota Driver's License without record of suspension or revocation in any other State.
- No felony conviction or disqualifying criminal histories.

TOOLS AND EQUIPMENT USED

Computers, video equipment and other forms of technology associated with the parking management system including use of janitorial supplies and equipment.

PHYSICAL DEMANDS

The physical demands attached hereto are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee must be able to walk, sit or stand for periods of time up to eight hours. Must be able to work in all types of weather conditions.

WORK ENVIRONMENT

Lighting: natural and fluorescent

Flooring: concrete

Lifting: up to 50 pounds

Temperature: from extreme heat to extreme cold

The work environment characteristics attached hereto are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable those individuals with disabilities to perform the essential functions.

SELECTION GUIDELINES

Formal application, rating of education and experience, oral interviews, and references check; job related test may be required.

The job description does not constitute an employment agreement between employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



POLICE CHIEF POSITION DESCRIPTION

GENERAL PURPOSE

Responsible for performing a variety of complex administrative, supervisory, and professional work in planning, coordinating, and directing the activities of the Police Department.

SUPERVISION RECEIVED

Works under the general guidance and direction of the Mayor and the Police and Fire Commissioner.

SUPERVISION EXERCISED

This position exercises supervision over all police department staff directly or through subordinate supervisors.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Plans, coordinates, supervises, and evaluates police department operations.
- Performs supervisory responsibilities to include interviewing, hiring, and training/development of all staff within the Police Department; and addressing complaints and resolving problems; and planning, assigning, and directing work.
- Directs the preparation of agenda items for the city commission and various committees or boards involved in the police department activities, presents agenda items as needed.
- Coordinates with the Parking & Transportation Director on the city's parking management system (Parking & Transportation Committee, Community Service Officers, strategies, fees, etc.)
- Develops policies and procedures for the Department in order to implement directive from the City Commission or Mayor.
- Plans and implements a law enforcement program for the City in order to better carry out the policies and goals of the Mayor and City Commission; reviews Department performance and effectiveness, formulates programs or policies to alleviate deficiencies.
- Coordinates the information gathered and work accomplished by various officers; assigns officers to special investigations as the needs arise for their specific skills.

- Assures that personnel are assigned to shifts or working units which provide optimum effectiveness in terms of current situations and circumstances governing employment.
- Evaluates evidence, witnesses, and suspects in criminal cases to correlate all aspects and to assess for trends, similarities, or for associations with other cases.
- Supervises and coordinates the preparation and presentation of an annual budget for the Department; directs the implementation of the department's budget; plans for and reviews specifications for new or replaced equipment.
- Directs the development and maintenance of systems, records and legal documents that provide for the proper evaluation, control, and documentation of police department operations.
- Trains and develops department personnel. Ensures all department personnel maintain required certifications and training requirements.
- Handles grievances, maintains departmental discipline and the conduct and general behavior of assigned personnel.
- Meets with elected or appointed officials, other law enforcement officials, community and business representatives and the public on all aspects of the Department's activities.
- Attends conferences and meetings to keep abreast of current trends in the field; represents the City Police Department in a variety of local, county, state, and other meetings.
- Cooperate with local, state, and federal law enforcement officers as appropriate where activities of the police department are involved, as well as creating and maintain positive relationships with each agency.
- Possess a strong understanding and knowledge of the Incident Command System (ICS) as it relates to pre-planned events and critical incidents.
- Constantly analyze department activity logs, reports, data, and advances in technology in order to develop ongoing strategies to enhance crime prevention, compliance, and equipment deficiencies.
- Organize and implement pre-event planning strategies to include threat assessments, resource needs, resource deployment and post-event debriefings.
- Participation in various City of Deadwood committees involving safety, planning, parking and transportation, and special events.
- Promote and facilitate a strong "community policing" philosophy within the department in order to encourage positive relationships with all community partners.

- Develop and implement various community training and educational programs (crime prevention, CPR, drug I.D, etc.)
- Prepares for and attends the City Commission meetings.

PERIPHERAL DUTIES

- Directs investigation of major crime scenes.
- Performs the duties of subordinate personnel as needed.
- Analyzes and recommends improvements to equipment and facilities, as needed.
- Performs a variety of miscellaneous duties as assigned.

DESIRED MINIMUM QUALIFICATIONS:**EDUCATION AND EXPERIENCE**

- Eight (8) years of experience in police work, three years of which must have been equivalent to police sergeant or higher.
- Completion of the basic law enforcement training academy, or an equivalent combination of education and experience.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

- Thorough knowledge of modern law enforcement principles, procedures, techniques, and equipment; considerable knowledge of applicable laws, ordinances, and department rules and regulations.
- Skill in the use of the tools and equipment listed below.
- Ability to train and supervise subordinate personnel; ability to perform work requiring good physical condition; ability to communicate effectively orally and in writing; ability to establish and maintain effective working relationships with subordinates, peers and supervisors; ability to exercise sound judgment in evaluating situations and in making decisions; ability to give verbal and written instructions; ability to meet the special requirements listed below.

SPECIAL REQUIREMENTS

- Must possess, or be able to obtain by time of hire, a valid State Driver's License without record of suspension or revocation in any state.
- Ability to meet Department's physical standards.
- Must have basic law enforcement training certification.
- Must maintain all certifications and continue training hours as required by state statute.

TOOLS AND EQUIPMENT USED

Police car, police radio, radar, handgun, and other weapons as required, side handle baton, handcuffs, breathalyzer, first aid equipment, personal computer including word processing software.

PHYSICAL DEMANDS

The physical demands attached hereto are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or listen.

The employee must occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics attached hereto are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of the job, the employee frequently works in outside weather conditions. The employee occasionally works near moving mechanical parts; in high, precarious places; and with explosives and is occasionally exposed to wet and/or humid conditions, fumes, or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration.

Frequently exposed to loud indoor and outdoor environments with noise levels exceeding 80 decibels (musical concerts, motorcycles, vehicles, etc.) Will be exposed to large public gatherings of people, sometimes involving thousands of people.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interviews and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



PUBLIC WORKS DIRECTOR POSITION DESCRIPTION

GENERAL PURPOSE

Employee is responsible for the overall management of the Public Works Department including daily operations of the streets, water and city-owned buildings and facilities along with the public infrastructure of the city. The employee has oversight of city water distribution and wastewater collection systems, street system, within the city, including signals, lights, and public parking areas, the city's public buildings and facilities, scheduling, maintenance, coordination, operations, and management of all aspects for the Public Works Department.

SUPERVISION RECEIVED

Works under the general guidance and direction of the City Commission with oversight of the Public Works Commissioner.

SUPERVISION EXERCISED

This position exercises supervision over all Public Works Department staff directly or through subordinate supervisors.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Directs, manages, coordinates, and evaluates the operations of the staff and associated work within the Public Works Department; reviews progress and directs changes as needed.
- Performs supervisory responsibilities including interviewing, hiring, and training/development of all staff within the Public Works Department; and addressing complaints and resolving problems; and planning, assigning, and directing work.
- Directs the preparation of agenda items for the city commission and various committees or boards involved in the public works activities, presents agenda items as needed.
- Develops, manages, and oversees the capital improvement plan for the department, to include managing, organizing, and developing CIP department projects.
- Leads the direction and development of short and long-range plans for the department; reviews and interprets data for studies, reports, and recommendations; coordinates department activities with other departments and local, state, and national agencies as needed.

- Responsible for the management of the department's budget; ensures cost control activities are in place, monitors revenues and expenditures with the department; assures sound fiscal control; prepares and presents annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.
- Oversees the water distribution and wastewater collection systems including the operations, repair, and maintenance.
- Manages and ensures an accurate infrastructure and equipment maintenance schedule is in place for the department.
- Maintains a positive work environment among employees and resolves grievances; adjusts errors and complaints.
- Prepares and reviews a variety of studies, reports, and related information for decision-making purposes for the overall health and vitality of the City of Deadwood.
- Responds to public inquiries about infrastructure related to the department that are made by telephone, correspondence, or during meetings.
- Issues written and oral instructions; assigns duties and examines work for exactness, neatness, and conformance to City policies and procedures.
- Oversees the snow removal efforts of the Public Works Department in a manner that does not impede city functions or commerce and works with any department of the city.
- Makes certain proper and adequate city services are being maintained to all consumers and users.
- Oversees, utilizes, and maintains accurate paper and digital mapping of the city's infrastructure systems including an inventoried and accessible record of as-built construction plans.
- Ensures all municipal, state, and federal requirements are in place and current for the City of Deadwood within the department.
- Oversees and assists superintendents with work procedures, prepares work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.
- Ensures proper and adequate services within the Public Works Department are being maintained.
- Responsible for the approval and controls for the inventory of items needed for repairs and maintenance within the department.
- Ensures that adequate maintenance and routine maintenance programs are in place.

- Plans and oversees Public Works Department projects and coordinates with other departments or agencies for additional projects involving the city.
- Determines work procedures, prepares work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.
- Responsible for maintenance of public buildings and facilities including general maintenance, coordination of repairs, and capital improvement on public buildings and facilities.
- Must have working knowledge and be capable of record keeping, tracking, maintaining, and operating all the city's building and facility needs.
- Comply with and enforce all safety rules and regulations.
- Cooperates with other city departments and assists when needed.
- Governs the department's "on-call" rotation as required.

PERIPHERAL DUTIES

- Works closely with Planning, Zoning, and Historic Preservation Department on matters related to public works.
- Performs a variety of miscellaneous duties as assigned.

DESIRED MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE

- Graduation from an accredited four-year college or university with a degree in engineering and/or a minimum of 5 years related experience.
- Must have supervisory experience.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

- Must have computer and managerial skills.
- Knowledge of management principles and practices as it relates to public works.
- Knowledge of capital improvement project development and management principles.
- Knowledge of state laws and local policies and processes governing the bidding of projects along with ability to read blueprints.
- Must be able to plan, train, organize, delegate, and instruct all Public Works Department employees and contractors.

- Must have working knowledge of street and water construction and repairs.
- Must be able to plan, organize and delegate work schedules to departments.
- Must be able to deal with the public and represent the city in a positive manner.
- Ability to be calm under pressure and able to resolve conflict in what could, at times, be a hostile environment.

SPECIAL REQUIREMENTS

- Must possess or be able to obtain by time of hire, a valid South Dakota Driver's License without record of suspension or revocation in any other State.
- Possession of a valid South Dakota commercial driver's license (Class B) is highly encouraged.
- No felony conviction or disqualifying criminal histories.

TOOLS AND EQUIPMENT USED

Heavy equipment and machinery.

Personal computer including word processing software.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must frequently lift and/or move more than 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works in outside weather conditions. The employee occasionally works near moving mechanical parts; in high, precarious places; and is occasionally exposed to wet and/or humid conditions, fumes, or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibration

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



PUBLIC BUILDINGS SUPERINTENDENT POSITION DESCRIPTION

GENERAL PURPOSE

Responsible for Public Works Department procedures, routine and preventative maintenance, and other related operational duties with an emphasis on the organization, coordination, and management of all aspects for general upkeep of the city's public facilities.

SUPERVISION RECEIVED

Works under the general direction and supervision of the Public Works Director.

SUPERVISION EXERCISED

Employee supervises all maintenance technicians and janitorial staff related to the operations and maintenance of the city's public buildings and facilities.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Manages and supervises the operations in the public buildings department to achieve goals with available resources; plans and organizes workloads and staff assignments; trains and motivates assigned staff; reviews progress and directs changes as needed.
- Provides leadership and input in the direction and development of short and long-range plans for the department; gathers, interprets, and prepares data for studies, reports, and recommendations; coordinates department activities with other departments and agencies as needed.
- Assures assigned areas of responsibility are managed within budget; performs cost control activities, monitors revenues and expenditures in assigned area to assure sound fiscal control; assists in preparing annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.
- Determines work procedures, prepares work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.
- Issues written and oral instructions; assigns duties and examines work for exactness, neatness, and conformance to City policies and procedures.
- Maintains a positive work environment among workers and resolves grievances; performs or assists subordinates in performing duties; adjusts errors and complaints.

- Prepares a variety of studies, reports, and related information for decision-making purposes.
- Responds to public inquiries about city-owned buildings and facilities that are made by telephone, correspondence, or during meetings.
- Responsible for maintenance of public buildings and facilities including general maintenance, coordination of repairs, and capital improvement on public buildings and facilities.
- Must have working knowledge and be capable of record keeping, tracking, maintaining, and operating all the city's building and facility needs.
- Assist with snow removal efforts of the Public Works Department, special event set-up or tear down, and work with any department of the city.
- Enforces all safety rules and regulations associated with the department.
- Cooperates with other city departments and assists when needed.
- Manage and participate in department's "on-call" rotation as required.
- Ability to communicate effectively orally and in writing.

PERIPHERAL DUTIES

- Performs a variety of miscellaneous duties as assigned.

DESIRED MINIMUM QUALIFICATIONS:**EDUCATION AND EXPERIENCE**

- Employee must possess a high school diploma or GED equivalent.
- A minimum of three (3) years' experience in the operation and maintenance in the general operation and maintenance of facilities or any equivalent combination of education and experience.
- Must have supervisory experience.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

- Considerable knowledge of planning, operations, maintenance, and administration of public facilities.
- Skill in the operation of tools and equipment associated with the department.
- Ability to develop, coordinate, and direct varied activities involved in safety efforts and public buildings.
- Ability to establish and maintain effective working relationships with employees, supervisors, vendors, contractors, and the public.

- Must be able to perform the upkeep of the city's facilities which include HVAC systems, computers associated with facilities, phone, security and camera systems, carpentry, etc.
- Ability to communicate effectively.

SPECIAL REQUIREMENTS

- Must possess or be able to obtain by time of hire, a valid South Dakota Driver's License without record of suspension or revocation in any other State.
- Possession of a valid South Dakota commercial driver's license (Class B) is highly encouraged.
- No felony conviction or disqualifying criminal histories.

TOOLS AND EQUIPMENT USED

Personal computer, including software associated with building operations and maintenance, copy machine, phone, mobile or portable radio.

A variety of equipment and machinery, hand and power tools, specialty maintenance equipment, and snow removal equipment.

PHYSICAL DEMANDS

The physical demands attached hereto are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to walk, sit, and talk or hear. The employee is occasionally required to climb or balance; stoop, kneel, crouch or crawl. Specific vision abilities required by this job include close vision, color vision, and the ability to adjust focus.

WORK ENVIRONMENT

Lighting: natural or fluorescent

Space: open spaces or small spaces for repairs

Temperatures: extreme hot or cold temperatures may be encountered

Flooring: concrete, dirt, gravel, snow, ice, grass, etc.

Lifting: frequently up to 75 pounds

The work environment characteristics attached hereto are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works outside in all types of weather conditions and is exposed to wet, hot, humid, cold

conditions, fumes, or certain airborne particles. The noise level in the work environment is usually quiet while in the office, and moderately loud when in the field.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interviews, and reference check; job related tests may be required.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



STREETS SUPERINTENDENT POSITION DESCRIPTION

GENERAL PURPOSE

Responsible for Public Works Department procedures, routine and preventative maintenance, and other related operational duties with an emphasis on the organization, coordination, and management of all aspects for general upkeep of the street system within the city, including signals, lights, storm sewers, and public parking areas.

SUPERVISION RECEIVED

Works under the general direction and supervision of the Public Work's Director.

SUPERVISION EXERCISED

Employee supervises all employees in the operation and maintenance of the street department.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Manages and supervises the operations in the streets department to achieve goals with available resources; plans and organizes workloads and staff assignments; trains and motivates assigned staff; reviews progress and directs changes as needed.
- Provides leadership and input in the direction and development of short and long-range plans for the department; gathers, interprets, and prepares data for studies, reports, and recommendations; coordinates department activities with other departments and agencies as needed.
- Assures assigned areas of responsibility are managed within budget; performs cost control activities, monitors revenues and expenditures in assigned area to assure sound fiscal control; assists in preparing annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.
- Determines work procedures, prepares work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.
- Issues written and oral instructions; assigns duties and examines work for exactness, neatness, and conformance to policies and procedures.
- Insures proper and adequate services for streets, storm sewers, signals, lights, and public parking areas are being maintained.

- Maintains inventory of items needed for repairs and maintenance of streets, parking lots, signage, storm sewer, signals, and lighting.
- Maintains a positive work environment among workers and resolves grievances; performs or assists subordinates in performing duties; adjusts errors and complaints.
- Prepares a variety of studies, reports, and related information for decision-making purposes.
- Responds to public inquiries about infrastructure related to the department that are made by telephone, correspondence, or during meetings.
- Ensures that adequate maintenance and routine maintenance programs are in place.
- Assures all equipment and vehicles are being maintained and serviced as required.
- Develops and reviews studies and standardizes procedures to improve efficiency and effectiveness of operations of the department.
- Issues written and oral instructions; assigns duties and examines work for exactness, neatness, and conformance to City policies and procedures.
- Maintains an accurate and dependable storm sewer system.
- Maintains an accurate mapping for all streets.
- Assures all state and federal requirements are satisfied.
- Oversees work on job sites and assists when necessary.
- Plans, performs, and directs snow removal per the policies and procedures of the City of Deadwood.
- Enforces all safety rules and regulations associated with the department.
- Cooperates with other city departments and assists when needed.
- Manage and participate in department's "on-call" rotation as required.
- Ability to communicate effectively.

PERIPHERAL DUTIES

- Performs a variety of miscellaneous duties as assigned.

DESIRED MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE

- Employee must possess a high school diploma or GED equivalent.

- A minimum of three (3) years' experience in the operation and maintenance of a streets system or any equivalent combination of education and experience.
- Must have supervisory experience.

NECESSARY KNOWLEDGE SKILLS AND ABILITIES

- Experience and knowledge of carpentry, electrical, concrete and asphalt placement skills.
- Must be able to operate backhoe, air compressor, front-end loader, and other related equipment.
- Ability to read and understand both utility and building construction plans.
- Ability to establish and maintain effective working relationships with employees, supervisors, vendors, contractors, and the public.
- Must be able to manage the city's infrastructure which includes signals, lights, storm sewers, and public parking areas, mapping, etc.

SPECIAL REQUIREMENTS

- Must possess or be able to obtain by time of hire, a valid South Dakota Driver's License without record of suspension or revocation in any other State.
- Employee must possess a valid South Dakota commercial driver's license (Class B) or be able to obtain one within one year of hire.
- No felony conviction or disqualifying criminal histories.

TOOLS AND EQUIPMENT USED

Personal computer, including software associated with streets department operations and maintenance, copy machine, phone, mobile or portable radio.

Heavy equipment and machinery (Motor grader, front-end loader, snowplow, dump truck), hand and power tools, specialty maintenance equipment, welder, utility line locator, and snow removal equipment.

PHYSICAL DEMANDS

The physical demands attached hereto are respectively those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee must be able to walk on different types of terrain and in all types of weather. Must be able to stand for long periods of time in inclement weather. The employee is frequently required to use hands to handle or operate tools, or controls, reach with hands and

arms, climb or balance, stoop, kneel or crouch or crawl in all types of conditions.

The employee must be able to sit, stand, and walk for a period of time. Specific vision abilities required for this job include close, distant, color, peripheral vision, depth perception and ability to focus.

WORK ENVIRONMENT

Lighting: natural or fluorescent

Space: open spaces or small spaces for repairs

Temperatures: extreme hot or cold temperatures may be encountered

Flooring: concrete, dirt, gravel, snow, ice, grass, etc.

Lifting: frequently lift or move up to 75 pounds

The work environment characteristics attached hereto are representative of those an employee encounters while performing the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works outside in all types of weather conditions and is exposed to wet, hot, humid, cold conditions, fumes, or certain airborne particles. The employee occasionally works near moving mechanical parts. The noise level in the work environment is usually moderate to noisy.

SELECTION GUIDELINES

Formal application, rating of education and experience, oral interviews, and reference check; job related test may be required.

The job description does not constitute an employee agreement between employer and employee and is subject to change by the employee as the needs of the employer and requirements of the job change.



WATER / WASTEWATER SUPERINTENDENT POSITION DESCRIPTION

GENERAL PURPOSE

Responsible for Public Works Department procedures, routine and preventative maintenance, and other related operational duties with an emphasis on the organization, coordination, and management of all aspects for general upkeep of the city water distribution and wastewater collection system.

SUPERVISION RECEIVED

Works under the general direction and supervision of the Public Works Director.

SUPERVISION EXERCISED

Employee supervises all water and wastewater employees in the operation and maintenance of water distribution and wastewater collection system.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Manages and supervises the operations in the water and wastewater department to achieve goals with available resources; plans and organizes workloads and staff assignments; trains and motivates assigned staff; reviews progress and directs changes as needed.
- Provides leadership and input in the direction and development of short and long-range plans for the department; gathers, interprets, and prepares data for studies, reports, and recommendations; coordinates department activities with other departments and agencies as needed.
- Assures assigned areas of responsibility are managed within budget; performs cost control activities, monitors revenues and expenditures in assigned area to assure sound fiscal control; assists in preparing annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.
- Must have working knowledge and be capable of operating all water distribution and wastewater collection equipment including the operations, repair, and maintenance of the systems.
- Performs, directs, and coordinates all maintenance and repairs on all aspects of the municipal water and wastewater systems.
- Ensures an adequate inventory of repair and replacement parts for the department are available when needed.
- Assures all equipment and vehicles are being maintained and serviced as required.

- Processes ordering, coordinates reading, repairs, installations, and maintenance of water meters.
- Coordinates and assists with sewer maintenance and repairs such as flushing, vactoring, or jetting.
- Maintain and coordinate an accurate infrastructure and equipment maintenance record.
- Maintains a positive work environment among workers and resolves grievances; performs or assists subordinates in performing duties; adjusts errors and complaints.
- Prepares a variety of studies, reports, and related information for decision-making purposes.
- Responds to public inquiries about infrastructure related to the department that are made by telephone, correspondence, or during meetings.
- Maintains current water and wastewater operator certifications required by the State of South Dakota. (Class II in Water Distribution and Wastewater Collection)
- Assist with snow removal efforts of the Public Works Department, special event set-up or tear down, and work with any department of the city.
- Ensures proper and adequate city services are being maintained to all consumers and users.
- Develops and reviews studies and standardizes procedures to improve efficiency and effectiveness of operations of the department.
- Issues written and oral instructions; assigns duties and examines work for exactness, neatness, and conformance to City policies and procedures.
- Utilize and maintain accurate paper and digital mapping of the city water distribution system and the wastewater collection system including an inventoried and accessible record of as-built construction plans.
- Assures personnel are assigned to shifts or working units which provide optimum effectiveness in terms of current situations and circumstances related to the department.
- Ensures all municipal, state, and federal water and wastewater requirements of the City of Deadwood and its certified operators are always satisfied.
- Enforces all safety rules and regulations associated with the department.
- Cooperates with other city departments and assists when needed.
- Manage and participate in department's "on-call" rotation as required.

PERIPHERAL DUTIES

- Performs a variety of miscellaneous duties as assigned.

DESIRED MINIMUM QUALIFICATIONS:**EDUCATION AND EXPERIENCE**

- Employee must possess a high school diploma or GED equivalent.
- A minimum of three (3) years' experience in the operation and maintenance in the operation and maintenance of streets, lighting, and parking lots or any equivalent combination of education and experience.
- Must have supervisory experience.

NECESSARY KNOWLEDGE SKILLS AND ABILITIES

- Experience and knowledge of carpentry, plumbing, electrical, concrete and asphalt placement skills.
- Must be able to operate backhoe, air compressor, front-end loader, and other related equipment.
- Ability to read and understand utility and building construction plans.
- Must be able to plan, organize, delegate, and instruct all water and wastewater employees on equipment used by the department and document training.
- Ability to establish and maintain effective working relationships with employees, supervisors, vendors, contractors, and the public including local, state, and national agencies.
- Must be able to perform the upkeep of the city's infrastructure including water reservoirs and piping, pressure control stations, manholes, wastewater collection pipe, city SCADA system, mapping, etc.
- Ability to communicate effectively orally and in writing.

SPECIAL REQUIREMENTS

- Must possess or be able to obtain by time of hire, a valid South Dakota Driver's License without record of suspension or revocation in any other State.
- Employee must possess a valid South Dakota commercial driver's license (Class B) or be able to obtain one within one year of hire.
- Must have completed and be certified in South Dakota Water Distribution Class II and South Dakota Wastewater Collection Class II.
- No felony conviction or disqualifying criminal histories.

TOOLS AND EQUIPMENT USED

Personal computer, including software associated with water and wastewater systems, copy machine, phone, mobile or portable radio.

Heavy equipment and machinery (Motor grader, front-end loader, snowplow, dump truck), hand and power tools, specialty maintenance equipment, welder, meter reader, utility line locator, and snow removal equipment.

PHYSICAL DEMANDS

The physical demands attached hereto are respectively those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee must be able to walk on different types of terrain and in all types of weather. Must be able to sit for a period of time in an office environment and must be able to stand for long periods of time in inclement weather. The employee is frequently required to use hands to handle or operate tools, or controls, reach with hands and arms, climb or balance, stoop, kneel or crouch or crawl in all types of conditions.

Specific vision abilities required for this job include close, distant, color, peripheral vision, depth perception and ability to focus.

WORK ENVIRONMENT

Lighting: natural or fluorescent

Space: open spaces or small spaces for repairs

Temperatures: extreme hot or cold temperatures may be encountered

Flooring: concrete, dirt, gravel, snow, ice, grass, etc.

Lifting: frequently lift or move up to 75 pounds

The work environment characteristics attached hereto are representative of those an employee encounters while performing the essential function of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee frequently works outside in all types of weather conditions and is exposed to wet, hot, humid, cold conditions, fumes, or certain airborne particles. The employee occasionally works near moving mechanical parts. The noise level in the work environment is usually moderate to noisy.

SELECTION GUIDELINES

Formal application, rating of education and experience, oral interviews, and reference check; job related test may be required.

The job description does not constitute an employee agreement between employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

NOTICE TO BIDDERS

Bids are being accepted for one (1) new 2022 or newer F-600 Ford Chassis 4x4 regular cab truck or equivalent for use as a City of Deadwood Streets Department sander to be FOB Deadwood, South Dakota. Minimum specifications are available at the Finance Office, Deadwood City Hall.

Notice is hereby given that sealed bids will be received by the Deadwood City Finance Officer. Bids will be received until 2:00 p.m., November 3, 2022, at the Deadwood City Hall, 102 Sherman Street, Deadwood, South Dakota, 57732. Bids will be publicly opened at 2:00 p.m., November 3, 2022, and with the results presented for possible action at 5:00 p.m. on November 7, 2022, at the Deadwood City Commission Meeting. Proposals received after the designated time shall be returned unopened.

Sealed bid envelopes must be clearly marked **SANDER CHASSIS BID ENCLOSED** with Bidder's name and address on the cover. The envelope shall contain the bid and along with anticipated delivery date plus a certified check in the amount of five (5) percent of the total bid amount or a bid bond for ten (10) percent of the bid amount.

The City of Deadwood reserves the right to accept or reject any or all bids and/or waive any irregularities therein, within 30 days from the opening date. When the City of Deadwood has signed a contract with the successful bidder, all bid securities will be returned.

CITY OF DEADWOOD

/s/ Jessica McKeown, City Finance Officer

Publication Dates: October 20 and October 27, 2022



2022 F-600 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F6L)

Price Level: 260

Major Equipment

(Based on selected options, shown at right)
Powerstroke 6.7L V-8 OHV w/diesel direct injection 330hp

TorqShift 10 speed automatic w/OD

- * 4-wheel ABS
- * Traction control
- * Battery with run down protection
- * Air conditioning
- * AM/FM stereo with seek-scan, external memory control
- * Daytime running
- * Variable intermittent wipers
- * Dual front airbags w/passenger cancel

* SecurILock immobilizer

* Message Center

* Vinyl seats

* Front axle capacity: 7500 lbs.

* Front spring rating: 7500 lbs.

* Frame section modulus: 12.7 cu.in.

* Cab to axle: 60"

* Transmission PTO Provision

Fuel Economy

Exterior: Oxford White

Interior: Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat

- * Brake assistance
- * LT 245/70R19.5 G BSW AT S-rated tires
- * Firm suspension
- * Tinted glass
- * Streaming audio
- * Dual power remote heated mirrors
- * 19.5 x 6.75 steel wheels
- * Driver and front passenger seat mounted side airbags
- * Tachometer
- * Reclining front split-bench seats
- * Audio control on steering wheel
- * Rear axle capacity: 15500 lbs.
- * Rear spring rating: 15500 lbs.
- * Frame Yield Strength 50000 psi
- * Axle to end of frame: 47.2"
- * Engine retarder

As Configured Vehicle

STANDARD VEHICLE PRICE

Order Code 680A

Transmission: TorqShift 10-Speed Automatic

Limited Slip w/4.88 Axle Ratio

GVWR: 22,000 lbs Payload Package

Wheels: 19.5" x 6.75" Argent Painted Steel

HD Vinyl 40/20/40 Split Bench Seat

Monotone Paint Application

145" Wheelbase

Radio: AM/FM Stereo w/MP3 Player

Fleet Customer Powertrain Limited Warranty

50-State Emissions System

Transmission Power Take-Off Provision

SYNC Communications & Entertainment System

Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20

Dual 78-AH 750 CCA Batteries

Tires: 245/70R19.5 BSW Traction (S)

Spare Tire, Wheel & Jack

MSRP

N/C

Included

Included

Included

Included

Included

STD

STD

Included

N/C

STD

Included

Included

Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



2022 F-600 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F6L)

Price Level: 260

Major Equipment

City	Hwy	As Configured Vehicle	MSRP
N/A	N/A	6-Ton Hydraulic Jack	Included
		Power Equipment Group	
		Utility Lighting System	
		Accessory Delay	
		Advanced Security Pack	Included
		Folding Trailer Tow Mirrors w/Power Heated Glass	Included
		MyKey	Included
		Power Front Side Windows	Included
		Power Locks	Included
		Remote Keyless Entry	Included
		Rear View Camera & Prep Kit	Included
		Front License Plate Bracket	
		Fog Lamps	N/C
		XL Decor Group (LPO)	
		Chrome Front Bumper	
		110V/400W Outlet	Included
		397 Amp Alternators	
		Snow Plow Prep Package	
		Exterior Backup Alarm (Pre-Installed)	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



2022 F-600 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F6L)
Price Level: 260

As Configured Vehicle	MSRP
Oxford White	N/C
Medium Earth Gray w/HD Vinyl 40/20/40 Split Bench Seat	N/C
SUBTOTAL	
Destination Charge	
TOTAL	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

CONNELL EQUIPMENT LEASING COMPANY**MASTER LEASE AGREEMENT NO. _____****LESSEE:**

[Lessee Name], a _____ [corporation], with its principal place of business at _____
Organization Number: _____

LESSOR:

Connell Equipment Leasing Company, a division of Connell Finance Company, Inc., a New Jersey corporation with its principal place of business at 300 Connell Drive, Berkeley Heights, New Jersey 07922

Date of Master Lease Agreement: As of _____, 20____

TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT

1. STATEMENT OF PURPOSES. The purpose of this Master Lease Agreement (this "Agreement") is to establish a procedure for Lessor and Lessee to enter into leases for Units of Equipment and to establish the terms and conditions applicable to such leases. For purposes of this Agreement, "Unit" or "Unit of Equipment" means each particular item of equipment to be leased to Lessee by Lessor pursuant to this Agreement and the applicable Lease; and "Equipment" means, collectively, all Units leased to Lessee by Lessor pursuant to this Agreement and each Lease.

2. LEASE, DELIVERY AND ACCEPTANCE. Subject to the terms of this Agreement, on each occasion on which Lessee desires to lease any Unit(s) of Equipment from Lessor, and Lessor agrees to lease such Unit(s) of Equipment to Lessee, Lessor and Lessee will enter into a lease supplement(s) substantially in the form of Exhibit A attached hereto (each, a "Lease Supplement"). Each Lease Supplement will incorporate all of the terms and conditions of this Agreement. When any Unit is delivered to Lessee, Lessee agrees to inspect it to determine if it is in good working order, and Lessee will execute a certificate of acceptance substantially in the form of Schedule A to the Lease Supplement (each, a "Certificate of Acceptance") upon acceptance by Lessee of such Unit. Lessee's execution of a Certificate of Acceptance will constitute Lessee's irrevocable acceptance of the Unit(s) listed therein; and the Certificate of Acceptance will be deemed to be incorporated into such Lease Supplement. The Lease Supplement will be dated the same date as, and will be deemed effective as of the date of, the applicable Certificate of Acceptance (the "Lease Commencement Date"). Each Lease Supplement (together with the Certificate of Acceptance and any schedules attached thereto) is referred to herein as a "Lease", and each Lease will constitute a separate lease agreement. Lessee will arrange, at Lessee's sole cost and expense, for the delivery of each Unit to Lessee at the Equipment location specified in the Lease (and will reimburse Lessor, as additional rent, the freight and any applicable sales and use tax (and value added tax and goods and services tax, if applicable) paid by Lessor for each Unit). If, for any reason, the supplier and/or the manufacturer of any Unit fails to deliver, or delays the delivery of any Unit, or if, for any reason, any Unit is unsatisfactory, Lessee agrees that Lessor is not liable for, and Lessee will not make any claim against Lessor for, damages or for specific performance of this Agreement and/or any Lease. As between Lessor and Lessee, Lessee will bear the risk of loss or injury relating to any equipment delivered to Lessee but not accepted by Lessee under a Certificate of Acceptance (provided that the foregoing will not affect the rights of Lessee as against the manufacturer or supplier of the non-accepted equipment). The initial term of a Lease ("Initial Term") will begin on the Lease Commencement Date for such Lease and will continue for the period specified in such Lease. The Initial Term will include the interim term (the "Interim Term"), if any, specified in the Lease (such Interim Term being the period commencing on the Lease Commencement Date and continuing up to (but not including) the Base Term Commencement Date) and the base term (the "Base Term") specified in the Lease (the first day of the Base Term sometimes being referred to herein as the "Base Term Commencement Date"). Any renewal term ("Renewal Term") will begin at the expiration, as applicable, of the Initial Term or any preceding Renewal Term (the Initial Term and any Renewal Terms being collectively referred to as the "Term"). The "Periodic Rental Amount" for each Unit will equal the "Lessor's Unit Cost" of such Unit multiplied by the "Periodic Rental Factor", all as shown in the applicable Lease. Lessee agrees to pay the Periodic Rental Amounts on the rental payment dates as set forth in and otherwise in accordance with the applicable Lease. Lessee will make all payments required under each Lease to Lessor at Connell Equipment Leasing Company, a division of Connell Finance Company, Inc., 300 Connell Drive, Suite 4000, Berkeley Heights, New Jersey 07922, or at such other address as Lessor directs in writing. If any sum due under a Lease is not paid by Lessee within ten (10) days after the due date, Lessee agrees to pay a late charge equal to 5% of the amount due in addition to the sum due, but not exceeding the lawful maximum, if any. In addition, Lessee will pay Lessor on demand interest at the lesser of 18% per annum or the maximum amount permitted by law on any sums not paid when due hereunder for the period from the due date to the date paid. EACH LEASE IS STRICTLY A NET LEASE. LESSEE'S OBLIGATION TO PAY RENTAL PAYMENTS AND ALL OTHER AMOUNTS UNDER EACH LEASE WILL BE ABSOLUTE AND UNCONDITIONAL AND WILL NOT BE SUBJECT TO ANY ABATEMENT, SET-OFF, DEFENSE, OR COUNTERCLAIM FOR ANY REASON WHATSOEVER. ONCE A CERTIFICATE OF ACCEPTANCE IS SIGNED AND DELIVERED BY LESSEE, THE APPLICABLE LEASE CANNOT BE CANCELLED OR TERMINATED BY LESSEE FOR ANY REASON.

3. WARRANTY MATTERS. Lessor assigns to Lessee for the Term any warranties made by the manufacturer or the supplier under any purchase or supply contract ("Supply Contract") for a Unit; provided, that so long as an Event of Default exists, Lessee may not exercise and/or enforce any such warranties without Lessor's prior written consent. Lessor is leasing each Unit to Lessee "AS-IS" and Lessee agrees that Lessor is not responsible for the performance, maintenance or servicing of any Equipment. LESSEE ACKNOWLEDGES THAT LESSOR DOES NOT MANUFACTURE OR SUPPLY ANY OF THE UNITS, LESSOR DOES NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND LESSEE HAS SELECTED EACH UNIT AND THE SUPPLIER BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR AND LESSEE WILL NOT ASSERT ANY CLAIM AGAINST LESSOR FOR ANY LOSS, DAMAGE OR INJURY CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY OR CONSEQUENTIALLY BY ANY EQUIPMENT OR COMPONENT THEREOF, ANY INADEQUACY, DEFICIENCY OR DEFECT OF OR RELATED TO ANY EQUIPMENT OR COMPONENT THEREOF, OR ANY INCIDENT WHATSOEVER IN CONNECTION WITH ANY EQUIPMENT, ARISING IN STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, OR IN ANY WAY RELATED TO OR ARISING OUT OF THIS AGREEMENT OR ANY LEASE. LESSEE AGREES THAT NONE OF THE SUPPLIER, THE MANUFACTURER OR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE SUPPLIER OR MANUFACTURER IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY. LESSOR MAKES NO WARRANTY AS TO THE TREATMENT OF THIS AGREEMENT AND/OR ANY LEASE FOR TAX OR ACCOUNTING PURPOSES.

4. EQUIPMENT LOCATION; USE AND REPAIR. Lessee will keep and use each Unit only at the applicable Equipment location specified in the Lease. Lessee may not move any Unit without Lessor's prior written consent, which Lessor will not unreasonably withhold. At Lessee's own expense, Lessee will keep, use and maintain each Unit as required by all insurance policies, all applicable laws and regulations and all applicable manufacturer requirements, recommendations and instructions, and Lessee will comply with all applicable laws, regulations and orders relating to the each Unit, this Agreement and/or any Lease. Lessee, at its own cost, will keep each Unit in as good operating condition as when it was delivered to Lessee, ordinary wear and tear excepted, and will provide all maintenance and service and make all repairs and/or replacements reasonably necessary for such purpose. Without limiting the foregoing, Lessee, at its own cost, will maintain each Unit in accordance with prudent industry practice and in at least the same manner and with at least the same care as used by Lessee with respect to comparable equipment owned, leased or operated by Lessee. Lessee will not (unless required by applicable law) make any alterations, additions or replacements to any Unit without Lessor's prior written consent. All alterations, additions and replacements to any Unit will become part of such Unit and Lessor's property at no cost or expense to Lessor. Lessor may inspect any Unit at any reasonable time upon reasonable prior notice to Lessee. Lessee agrees to use each Unit only in operations consistent with the expected number of running hours stated in the applicable Lease. Should Lessee exceed the expected number of running hours stated in the applicable Lease with respect to any Unit, Lessee will pay as additional rent the amount specified in the applicable Lease.

5. RETURN OF EQUIPMENT. (a) Lessee must return each Unit at the expiration of the Term, or earlier termination, freight prepaid to a point designated by Lessor within the continental United States. Each Unit must be returned in good, safe operating and working order, and otherwise in the condition required by, and in compliance with, Section 4 hereof, free of all advertising or insignia placed thereon by Lessee, without any missing or broken components or accessories and free and clear of all liens and encumbrances, and in compliance with the other return condition requirements (if any) set forth in the applicable Lease. Lessee agrees to reimburse Lessor within ten (10) days after receipt of Lessor's invoice for any repairs necessary to restore any Unit to such condition. At Lessor's request, Lessee will provide at Lessee's risk and at no expense to Lessor 120 days of storage at the current location of the Unit, commencing at the end of the Term.

(b) No less than sixty (60) days prior to the scheduled expiration of the Initial Term, or then current Renewal Term, as applicable, of the Lease, Lessee must deliver a written notice (the "End of Term Notice") to Lessor advising as to

whether Lessee intends to return the Units or to request an extension of the Term as to all Units covered by the Lease. If the End of Term Notice advises that Lessee intends to return the Units, then Lessee must return the Units at the end of the Initial Term or then current Renewal Term (as applicable) in compliance with the terms of this Section 5. If the End of Term Notice advises that Lessee requests an extension of the Lease, then Lessor, in its sole discretion, will determine whether it wishes (i) to reject Lessee's request for an extension of the Lease, or (ii) to attempt to negotiate a proposed extension of the Lease on terms mutually acceptable to the parties. If Lessor and Lessee commence negotiation on a proposed extension of the Lease but cannot agree upon the terms of such extension, then Lessor will still have the right, in its sole discretion, to reject Lessee's request for an extension. If no End of Term Notice is timely delivered to Lessor, the Lease will be deemed to be renewed for an additional six (6) month period at the original Periodic Rental Amount per Unit. In any case, if the lease of any Unit is extended (including, without limitation, if any Unit is not returned to the location and in the condition required by this Section 5), the obligations of Lessee under the Lease will continue (including the obligation to pay the rent specified in each applicable Lease). The return and storage provisions set forth in this Section 5 are of the essence with respect to this Agreement. On application to any court of equity having jurisdiction, Lessor will be entitled to a decree against Lessee requiring specific performance of the provisions of this Section 5.

6. TAXES AND FEES. Lessee will be responsible for as and when due and will indemnify and hold Lessor harmless from and against, on an after-tax basis, all present and future taxes and other governmental fees and charges of any nature (except for any taxes based upon Lessor's net income) and however designated, including, without limitation, those for sales, use, leasing, recordation and stamp taxes, license and registration fees, value added and ad valorem taxes, imposts, duties, customs, excise, gross receipts, property, transfer and withholding taxes, and amounts in lieu of such taxes and charges plus any penalties or interest on any of the above (all of the foregoing are collectively the "Taxes"), imposed, levied upon, assessed in connection with, or as a result of the purchase, financing, ownership, delivery, leasing, modification, replacement, import, export, possession or use of any Unit, or based upon or measured by the rental payments or receipts with respect to this Agreement or any Lease. If Lessee does not pay any of the Taxes, Lessor has the right, but not the obligation, to pay them on Lessee's behalf. Lessee authorizes Lessor to add to the amount of each rental payment any Taxes that may be imposed. Lessor does not have to contest any Taxes. Lessor will file all returns and remit all personal property taxes applicable to the Units; provided, however, that Lessor's failure to file any such returns or make any such remittance shall not affect the liability of Lessee. Lessee agrees to reimburse Lessor for all such personal property taxes immediately upon receipt of Lessor's invoice. If Lessee leases any Units for use in a country other than the United States, Lessee represents that it is not required to withhold any tax amounts from any payments to Lessor (or in the event that Lessee is required to withhold, then Lessee will gross-up the applicable payments for the amount of the withholding).

7. LOSS OR DAMAGE. In the event that any Unit becomes lost, requisitioned, stolen, or destroyed or irreparably damaged (each occurrence being an "Event of Loss"), Lessee will promptly (after it has knowledge of such Event of Loss) and fully inform Lessor in regard thereto, and will pay Lessor, on the due date of the next installment of Periodic Rental Amount under the applicable Lease with respect to such Unit (the "Stipulated Loss Value Payment Date"), the Stipulated Loss Value and any Periodic Rental Amount and additional rent accrued to that date. "Stipulated Loss Value" will be an amount determined by multiplying the Stipulated Loss Factor for the applicable Stipulated Loss Value Payment Date as set forth on the Stipulated Loss Factor Schedule to the Lease Supplement times the Lessor's Unit Cost (as set forth in the Lease) of such Unit. Upon payment of all such amounts, the Lease will terminate with respect to such Unit and no further rent will be payable. In such event, all remaining right, title, and interest of Lessor in such Unit will vest in Lessee.

8. INSURANCE. Lessee, at its own cost and expense, will carry and maintain in full force and effect, without deductions (or if there are any such deductions, only in amounts reasonably acceptable to Lessor), the following insurance coverage with companies acceptable to Lessor during the period from the moment of acceptance of each Unit under lease to Lessee until the moment of return or surrender of possession to Lessor or Lessor's authorized representative: (a) "all-risk" property coverage insuring against physical loss or damage to the Units in an amount at least equal to the aggregate Stipulated Loss Value of each Unit; (b) comprehensive general liability/umbrella liability coverage, including contractual liability, against bodily injury and property damage caused by or arising in any way with respect to each Unit, in an amount at least equal to Five Million Dollars (\$5,000,000) combined single limit; (c) statutory workers compensation insurance in such minimum amounts and providing such coverage as is required in each jurisdiction in which each Unit is operated and as otherwise is required by applicable law, and employers liability insurance in such minimum amounts and providing such coverage as is required in each jurisdiction in which each Unit is operated and as otherwise is required by applicable law, but in an amount not less than One Million Dollars (\$1,000,000) per occurrence, and (d) auto liability insurance, if applicable, in such amounts and providing such coverage as is required by applicable law. Lessee will furnish to Lessor on the date of the execution and delivery of the initial Lease and thereafter on each annual anniversary of the date of this Agreement, with certificates of insurance reasonably satisfactory to Lessor

evidencing that (1) the insurance policies providing the coverage under the clauses (a) - (d) of this Section are in full force and effect, (2) in the case of the insurance required under clause (a) above, Lessor (or an assignee designated by Lessor), is named as loss payee thereon, (3) in the case of the insurance required under clause (b) above, Lessor, Lessor's direct and indirect subsidiaries, divisions and affiliates, and Lessor's members, if applicable, are named as additional insureds thereon, (4) such policies provide for thirty (30) days prior written notice by registered mail to Lessor for any cancellation, termination or expiration of such policies or any change in or reduction of such coverage and (5) such insurance shall be primary without right of contribution.

9. TITLE; UCC FILINGS. Lessor is the owner of and will hold title to the Equipment. Lessee will keep, and at Lessee's sole expense promptly take all actions necessary to keep, each Unit free of all liens and encumbrances. Lessee will not, without Lessor's prior written consent, affix or install any Unit to or in any other personal property or real property. Lessee agrees that each Lease is intended to be a true lease, and the filing of a financing statement under the Uniform Commercial Code ("UCC") or other applicable law will not be construed as evidence that any security interest was intended to be created, but only to give public notice of Lessor's ownership of the applicable Unit and as a precautionary filing in the unlikely event that the Lease were determined to be intended as security. If this Agreement or any Lease is determined at any time to be one intended as security, Lessee grants to Lessor a security interest in each Unit and all proceeds from the sale, lease or other disposition of each Unit. Lessee appoints Lessor or Lessor's designee as Lessee's attorney-in-fact to sign and file financing statements covering each Unit on Lessee's behalf where permitted by the UCC or other applicable law, and to do all other things necessary to protect Lessor's title and interest in each Unit. Lessee agrees Lessor can file a copy of this Agreement or any Lease as a financing statement under the UCC or other applicable law. Lessee will affix to and maintain on each Unit any markings requested by Lessor showing Lessor's interest therein.

10. DEFAULT. Each of the following will constitute an "Event of Default" under this Agreement and all Leases: (a) Lessee fails to pay any rent or any other payment under a Lease as it becomes due and such failure is not cured within 10 days after its due date; (b) Lessee fails to maintain insurance in force in full compliance with and to the extent required under this Agreement or any Lease; (c) Lessee does not perform any of Lessee's other obligations under this Agreement or any Lease and this failure continues for 30 days after Lessor has notified Lessee in writing of the same; (d) any representation or warranty made by Lessee herein or under any Lease proves to be incorrect in any respect when made; (e) Lessee commences a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or consents to any such relief or to the appointment of or taking possession by any such official in any involuntary case or other proceeding commenced against it, or makes a general assignment for the benefit of creditors, or takes any corporate or equivalent action to authorize any of the foregoing; (f) an involuntary case or other proceeding is commenced against Lessee seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding remains undismissed and unstayed for a period of thirty (30) days; or (g) any guarantor of Lessee's obligations under this Agreement and/or any Lease does not perform its obligations under a guaranty, or becomes subject to one of the events listed in clauses (e) or (f) above.

11. REMEDIES. If an Event of Default occurs, Lessor may do any one or more of the following as it may decide in its sole discretion:

(a) Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this Agreement and the Leases or to recover damages for the breach of such covenants and terms.

(b) By notice in writing to Lessee, terminate this Agreement and one or more Leases as to all or any of Units rented thereunder, and upon the date set forth in such notice all right and interest of Lessee to or in the use of such Units will absolutely cease and desist. Such termination will not release Lessee from any obligations required to be performed by Lessee hereunder or under the Leases on or prior to the date of such termination, or its obligations under this Section 11 or otherwise hereunder or under any Lease that expressly require performance after termination, nor will it release Lessee from its indemnification obligations under Section 14 of this Agreement or any other Section of this Agreement or any Lease.

(c) Require Lessee, at its expense, to deliver the Units to Lessor at a location within the continental United States designated by Lessor; or, without relieving Lessee of such obligations, Lessor may, directly or by its agents, enter upon the premises of Lessee or other premises where any of the Units may be without the same being considered a breach of the peace, and take possession thereof. Thereafter Lessor may (but will not have any obligation to) hold, sell, lease, keep idle, possess and/or enjoy the same free from any right of Lessee or its successors or assigns, including any receiver, trustee in bankruptcy or creditor of Lessee, to hold or use the Units for any purposes whatever; but Lessor will nevertheless have the right to retain all prior rental payments and any security deposit made hereunder, and to recover from Lessee any and all

amounts including rents, which, under the terms of this Agreement and each Lease, may be then due or accrued and be unpaid hereunder as compensation for the use of the Units, plus all attorneys' fees and such expenses as will be expended or incurred in the seizure of the Units or in the enforcement of any right or breach hereunder or in any action in such connection.

(d) In addition to the remedies provided for above, Lessor will be entitled to recover on demand as liquidated damages and not as a penalty an amount equal to the difference between the Stipulated Loss Value of the Units as of the rent payment date immediately preceding the date Lessor obtains possession of the Units, minus the Fair Market Value of the Units. "Fair Market Value" for purposes of this Section 11, will be determined by obtaining an appraisal from one disinterested person selected by Lessor who must be in the business of buying and selling equipment of this type. The appraiser will be instructed to appraise the Equipment at its wholesale disposal value to a willing buyer in its then condition on an "as is, where-is" basis.

(e) The remedies provided by this Agreement in favor of Lessor will not be deemed exclusive, but will, to the extent permitted by applicable law, be cumulative and will be in addition to all other remedies in Lessor's favor existing at law or in equity and may be exercised concurrently or separately. No failure or delay in exercising any remedy will constitute a waiver or modification of any of the terms hereof.

12. FINANCE LEASE STATUS. Lessee and Lessor agree that each Lease is a Finance Lease as that term is defined in Article 2A of the UCC. Lessee acknowledges and agrees that prior to Lessee's execution of the Lease for a given Unit, either: (A) Lessee has received a copy of the contract by which Lessor acquired such Unit or the right to possession of such Unit or (B) Lessor has informed Lessee in writing of (i) the identity of the person or entity supplying such Unit to Lessor, (ii) that Lessee is entitled under Article 2A of the UCC to the promises and warranties, including those of any third party, provided to Lessor by the person or entity supplying such Unit in connection with or as part of the contract by which Lessor acquired such Unit or the right to possession and use of such Unit and (iii) that Lessee may communicate with the person or entity supplying such Unit to Lessor and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies.

13. ASSIGNMENT. LESSEE MAY NOT ASSIGN THIS AGREEMENT, ANY LEASE OR THE RIGHTS OR OBLIGATIONS HEREUNDER OR THEREUNDER NOR WILL LESSEE SUBLEASE OR LEND ANY UNIT OR ALLOW IT TO BE USED BY ANYONE OTHER THAN LESSEE'S EMPLOYEE'S WITHOUT LESSOR'S PRIOR WRITTEN CONSENT. Lessee acknowledges and understands that Lessor may, without Lessee's consent, transfer, sell, or assign this, or a security interest in this, Agreement, any Lease or part thereof and/or Units to a bank or any other lending institution or any other entity, and Lessee will: (a) recognize any such assignment, (b) accept the lawful demands of such assignee, and (c) surrender assigned Units only to such assignee; and, in the event that such transfer is of a security interest only, Lessee will: (i) pay all rent payable hereunder and do any and all things required of Lessee hereunder, notwithstanding any default or bankruptcy of the Lessor or the existence of any claim, defense or offset between Lessee and Lessor, and (ii) not require any assignee of this Agreement or Lease to perform any duty, covenant or condition required to be performed by Lessor under the terms thereof provided that, where the assignment is only in the nature of a security interest, Lessor will remain liable for such performance. Lessee will execute such documents as may be reasonably requested by Lessor in connection with any such sale or assignment by Lessor.

14. INDEMNIFICATION. Lessee agrees to indemnify, defend, save and keep harmless Lessor, its affiliates, and their respective shareholders, directors, officers, employees, representatives, agents, successors and assigns, on an after-tax basis, from and against any and all losses, damages, penalties, injuries, claims, expenses, actions and suits including legal expenses, of whatsoever kind and nature in contract or tort, whether caused by the active or passive negligence of LESSOR, or otherwise, and including, but in no way limited to, Lessor's strict liability in tort, and Lessee will at its own expense defend any and all such actions, to the extent any of the foregoing arises out of or relates to the selection, modification, purchase, acceptance, rejection, ownership, delivery, lease, possession, maintenance, use, condition (including, without limitation, latent and other defects, whether or not discoverable by Lessor or Lessee, and any claim for patent, trademark or copyright infringement), return of, or operation of any Unit by whomsoever used or operated or arising out of or resulting from the condition of any Unit sold or disposed of after used by Lessee or any sublessee.

15. REPRESENTATIONS, WARRANTIES AND COVENANTS. Lessee represents, warrants and covenants to Lessor that (i) Lessee is in good standing in its jurisdiction of organization, (ii) Lessee has duly authorized, executed and delivered this Agreement and will have duly authorized, executed and delivered each Lease, (iii) this Agreement and each Lease, upon execution will constitute the legal, valid, binding and enforceable obligations of Lessee, (iv) execution, delivery and performance by Lessee of this Agreement and each Lease do not and will not violate or conflict with any applicable law, the charter documents or by-laws of Lessee or any agreements (written or oral) to which Lessee is or becomes a party, (v) there are no actions, suits or proceedings at law or in equity or by or before any governmental authority pending or, to Lessee's knowledge, threatened against it or any of its affiliates which, if adversely determined, would individually or in the aggregate have a material adverse effect on the business

or financial condition of the Lessee or impair the Lessee's ability to perform its obligations under this Agreement or any Lease, (vi) each Unit is leased for business purposes only, and not for personal, family or household purposes and (vii) the representatives of Lessee with the following titles are authorized to sign Lease Supplements on behalf of Lessee (which list will remain effective until changed by written notice to Lessor): _____.

Lessee further agrees that (w) Lessee will give Lessor not less than 60 days' prior written notice of any intended reincorporation in another jurisdiction or any intended change in its name, (x) Lessee will within 90 days of the close of each of its fiscal years deliver to Lessor Lessee's balance sheet and profit and loss statement certified to by a recognized firm of certified public accountants, (y) upon request Lessee will deliver to Lessor within 90 days of the close of each of its fiscal quarters Lessee's quarterly financial report (which will be in reasonable detail) certified to by the chief financial officer of Lessee, and (z) Lessee will provide to Lessor resolutions and such other information and documents as Lessor may reasonably request. Lessee will be deemed to have reaffirmed its respective representations, warranties and covenants set forth in this Section each time it executes a Lease Supplement. All representations and warranties will survive beyond the Term of any Lease.

16. TAX BENEFITS. (a) Lessor will be entitled to all of the Federal, state and local tax benefits associated with the ownership of each Unit, including but not limited to accelerated cost recovery deductions under sections 167(a) and 168(b) (1) of the Internal Revenue Code of 1986, as amended ("Code"), and accelerated depreciation deductions under applicable state law (collectively, "Tax Benefits"). Lessee agrees that neither Lessee or any of Lessee's affiliates, nor any of Lessee's successors, sublessees or assigns will take any action or fail to take any action that would result in a loss, disallowance, reduction, deferral, recapture or other unavailability to Lessor (or any consolidated group with which Lessor files tax returns) of any part of the Tax Benefits, or which would result in any item of income, loss or deduction with respect to any part of any Unit as being treated as derived from, or allocable to, sources outside of the United States under the Code (any such resulting occurrence being referred to herein as a "Tax Loss Event"). Lessee also represents and warrants that neither Lessee nor any of Lessee's successors, sublessees or assignees was, is or will become a tax-exempt entity described in section 168 (h) (2) of the Code at any time during the Term of any Lease.

(b) If for any reason all or part of the cost of any improvement made by Lessee to, or any expenditure by Lessee in respect of, any Unit is required to be included in the gross income of Lessor for income tax purposes, or Lessee breaches any of the terms of clause (a) of this Section 14 which results in a Tax Loss Event, then Lessee will pay Lessor such amount, in Lessor's reasonable opinion, so that Lessor's net after tax return and cash flow equals the net return and cash flow that would have been realized by Lessor if the amount of such expenditure or improvement had not been includible in Lessor's gross income, or if Lessee had not violated the provisions of clause (a) of this Section 16 (or, in any such case, at Lessor's option the rents will be increased for the remainder of the Term to reflect the foregoing, in lieu of having Lessee make a lump sum payment).

17. PERFORMANCE FOR LESSEE. If Lessor determines that Lessee has failed to perform any obligation under this Agreement or any Lease, Lessor may give Lessee written notice thereof. Unless Lessee performs such obligations within 10 days from the date of notice, Lessor reserves the right, but will not be required, to perform, or have performed, such obligation; and Lessee agrees to pay Lessor as additional rental an amount equal to the sum incurred for such services plus interest at the rate of the lesser of 18 percent per annum or the maximum amount permitted by law, from the date incurred to the date reimbursed.

18. MISCELLANEOUS. Lessee agrees to execute any instrument or instruments and take such other action as may be necessary or desirable to effectuate the intent of this Agreement and each Lease, all as reasonably determined by Lessor. Lessor and Lessee agree that the terms and conditions contained in this Agreement and each Lease make up the entire agreement between Lessee and Lessor regarding the lease of the Equipment. No agreements or understandings will be binding on Lessee or Lessor unless set forth in writing and signed by Lessee and Lessor. Any change in any of the terms and conditions of this Agreement or any Lease must be in writing and signed by Lessor and Lessee. All notices will be given in writing by the party sending the notice and will be effective when deposited in the U.S. mail, addressed to the party receiving the notice at its address shown on the front of this Agreement (or to any other address specified by that party in writing) with first class postage prepaid or via an overnight mail service. The indemnities and assumptions of liability of Lessee provided for in this Agreement and each Lease (including, without limitation, under Section 14 hereof) will continue in full force and effect notwithstanding the termination of this Agreement or any Lease whether by expiration of time, operation of law or otherwise. Any cancellation or termination by Lessor, pursuant to the provisions of this Agreement or any Lease, will not release Lessee from any then outstanding obligations to Lessor hereunder and under such Lease and the representations, warranties and covenants of Lessee will survive the expiration or termination of such Lease. If any provision of this Agreement or any Lease contravenes or is invalid under any applicable law such contravention or invalidity will not affect the entire Agreement or such Lease, and the provisions held to be invalid will be deemed deleted or modified with respect to such jurisdiction and this Agreement or such Lease will be interpreted and construed in such jurisdiction as though such

invalid provision or provisions were not part hereof or conformed thereto. This Agreement and each Lease hereunder will be governed by the laws of the State of New Jersey (including without limitation the UCC in effect in the State of New Jersey), without regard to principles of conflicts or choice of laws; except, however, to the extent that the UCC in effect in the jurisdiction in which a Unit is located, or the UCC in effect in the jurisdiction in which lessee is located, shall govern as a matter of law. Lessee consents to and agrees that personal

jurisdiction over Lessee and subject matter jurisdiction over the matter shall be with the courts of the State of New Jersey or the District Court for the District of New Jersey, solely at Lessor's option, with respect to any provision of this Agreement or any Lease hereunder. Lessee waives any objection relating to improper venue or forum non conveniens to the conduct of any proceeding in any such court. BOTH PARTIES EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY.

Lessor and Lessee have caused this Agreement to be executed in duplicate, each of which will constitute an original, by their duly authorized officers as of the day and year first above written.

LESSOR: **CONNELL EQUIPMENT LEASING COMPANY**
a division of Connell Finance Company, Inc.

LESSEE:

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Form Master Lease: 9/29/20

Comm App 4/14/22

Section 10 Item a.

PROGRESS BILLING

Start
433

Simon
P.O. Box 2720
Rapid City, SD 57709
605-394-3300

10216793 CITY OF DEADWOOD
108 Sherman St.
Deadwood, SD 57732

Invoice : 2888128
Date: 9/13/22
Page: 1 of 1
Our Job : 10279525

Project Manager:	Ahlstrom, Zachary Tavelli	Contract :	CITY OF DEADWOOD SAMPSON AVE M	Estimate # :	1
Period:	To 9/13/2022			Estimate Date:	9/13/2022

Item	Description	Contract				This Estimate		To Date	
		Qty	UM	Unit Price	Amount	Qty	Amount	Qty	Amount
100	MOBILIZATION / INCIDENTAL WORK	1.00	LS	64,925.00	64,925.00	0.60	38,955.00	0.60	38,955.00
101	CONSTRUCTION STAKING	1.00	LS	1,325.00	1,325.00	1.00	1,325.00	1.00	1,325.00
102	MATERIAL TESTING	1.00	LS	3,000.00	3,000.00	0.50	1,500.00	0.50	1,500.00
103	TRAFFIC CONTROL	1.00	LS	6,100.00	6,100.00	0.60	3,660.00	0.60	3,660.00
200	ADJUST MANHOLE	9.00	EA	620.00	5,580.00	9.00	5,580.00	9.00	5,580.00
201	ADJUST WATER MAIN VALVES	4.00	EA	574.00	2,296.00				
202	MANHOLE PROTECT IN PLACE	5.00	EA	850.00	4,250.00	5.00	4,250.00	5.00	4,250.00
300	REMOVE AND REPLACE PCC V-PAN	62.00	SY	205.00	12,710.00	35.00	7,175.00	35.00	7,175.00
500	AGGREGATE BASE COURSE MATERIAL	169.00	TN	77.00	13,013.00	128.00	9,856.00	128.00	9,856.00
501	ASPHALT PAVING	97.00	TN	181.50	17,605.50				
502	ASPHALT EDGE MILLING	1,787.00	SY	10.75	19,210.25	1,340.00	14,405.00	1,340.00	14,405.00
503	ASPHALT OVERLAY	432.00	TN	138.20	59,702.40				
504	SEAL COAT	3,501.00	SY	3.85	13,478.85				
505	ROLLOVER CURB AND GUTTER	437.00	LF	57.00	24,909.00	336.50	19,180.50	336.50	19,180.50
506	CONCRETE SIDEWALK 4 NON-REIN	422.00	SF	17.00	7,174.00				
507	FULL DEPTH REPAIR	43.00	SY	398.00	17,114.00	81.00	32,238.00	81.00	32,238.00
600	CRACK SEALING	2,500.00	LF	2.85	7,125.00				
601	INLET PROTECTION	25.00	EA	108.00	2,700.00	18.00	1,944.00	18.00	1,944.00
90150000	EXTRA WORK ITEM(S)	1.00	LS						

Total :	282,218.00	140,068.50	140,068.50
Less Previous Billings:			
Less Retention :			
Amount Due :		140,068.50	

SITE INSPECTION REPORT

CATEGORY D – DRAINAGE CHANNELS & NAVIGATIONAL WATERWAYS

Applicant CITY OF DEADWOOD	PA ID #	Applicant Representative KEVIN KUCHENBECKER	Applicant Representative Title INTERIM PUBLIC WORKS DIRECTOR
Site Inspection Date 09/27/22		Site Inspector Name SAMUEL MANSON P.E.	
Work Order #		Damage # 352941 & 352940	
GPS Start Latitude 44° 22' 27.35" N		GPS Start Longitude 103° 43' 48.32" W.	
GPS End Latitude 44° 21' 53.03" N		GPS End Longitude 103° 43' 54.14" W	
Physical Location (Address of Damage Site) N/A - WHITEWOOD CREEK PINE ST → COMFORT INN.	Date Damaged BETWEEN 6/30 AND 7/21 of 2019.	Age of Facility	Legal Responsibility
		Year Built: 1900 <input type="checkbox"/> Exact <input checked="" type="checkbox"/> Approximate	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Quantity of Material Deposited by Incident (if applicable):
Purpose	Type:	Shape:	Dimensions
<input checked="" type="checkbox"/> Flood Control <input type="checkbox"/> Navigation <input type="checkbox"/> Water Supply <input type="checkbox"/> Hydropower <input checked="" type="checkbox"/> Recreation <input type="checkbox"/> Other (Specify):	<input checked="" type="checkbox"/> Drainage <input type="checkbox"/> Navigational <input type="checkbox"/> Other (Specify):	<input type="checkbox"/> V-Ditch <input type="checkbox"/> Trapezoidal <input type="checkbox"/> Rectangular <input checked="" type="checkbox"/> Other (Specify): NATURAL CREEK - VARIES	Depth Top VARIES. Width
Facility Description: (Pre-disaster design, function, capacity, dimensions, and footprint) Facility Description Only (Capture Damages on Next Page) <p>WHITEWOOD CREEK ENCOUNTERED DAMAGES FROM THE EVENT THAT HAD TO BE INSPECTED 3 YEARS AFTER THE EVENT. THE CREEK FUNCTIONS AS A DRAINAGE CHANNEL THROUGHOUT THE CITY OF DEADWOOD. THE MAJORITY OF DAMAGES OCCURED ON THE SIDE SLOPES OF THE CREEK BANKS AND TO STORM WATER OUTFALLS.</p> <p>- SEE ADDENDUM FOR MORE INFORMATION.</p>			

Applicant Representative Signature: _____

Page 1 of **6**

Recipient Authorized Representative Signature (if applicable): _____

Work Order # (if applicable): _____ Damage # _____

Section 10 Item b.

Facility Component Damages

Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
1	SEE ADDENDUM			
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
			FA	Quantity
			CTR	Units
			Both	% Complete
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
2	SEE ADDENDUM			
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
			FA	Quantity
			CTR	Units
			Both	% Complete
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
3	SEE ADDENDUM			
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
			FA	Quantity
			CTR	Units
			Both	% Complete
Site #	Damage Component Material/Model/Type/Capacity	Location Address/GPS/begin-end	Damage Dimensions: (L x W x D/L x Dia) Electrical/Mechanical/etc.	
4	SEE ADDENDUM.			
Method of Repair (change in design, materials, size, capacity etc.)			Cause of Damage	
			FA	Quantity
			CTR	Units
			Both	% Complete

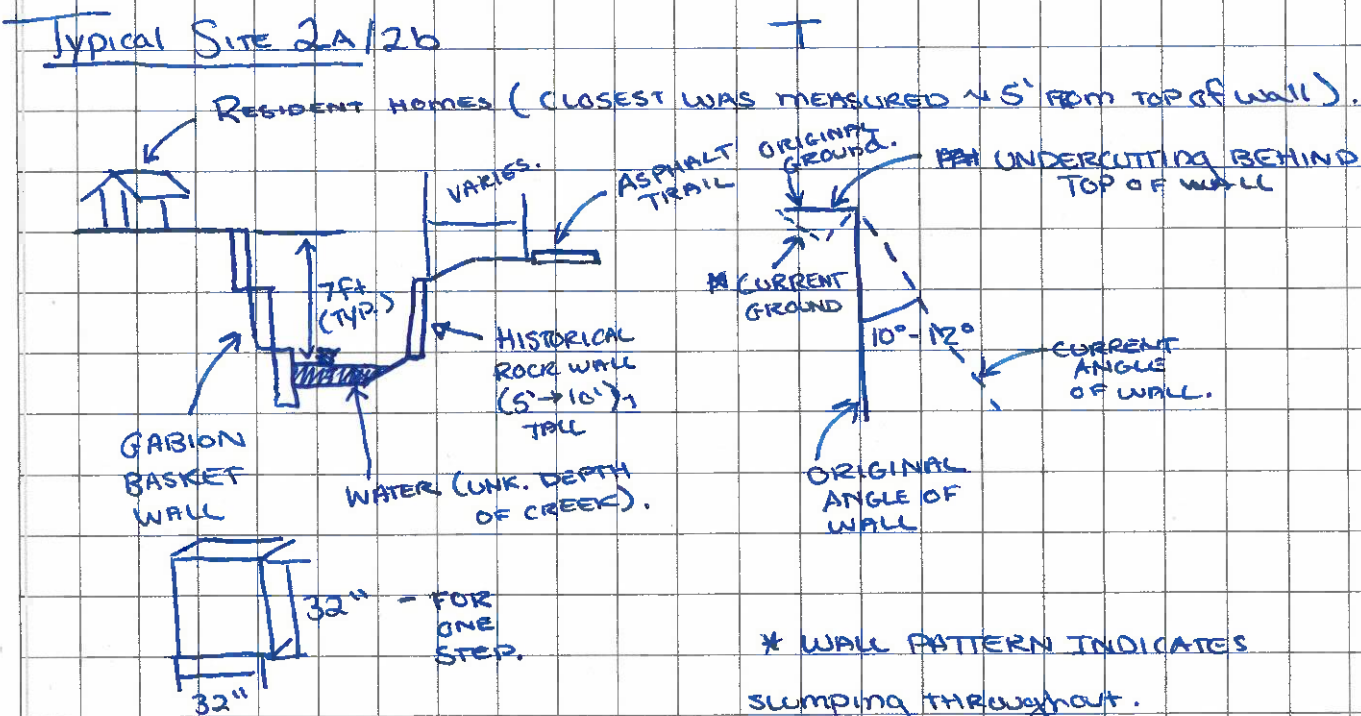
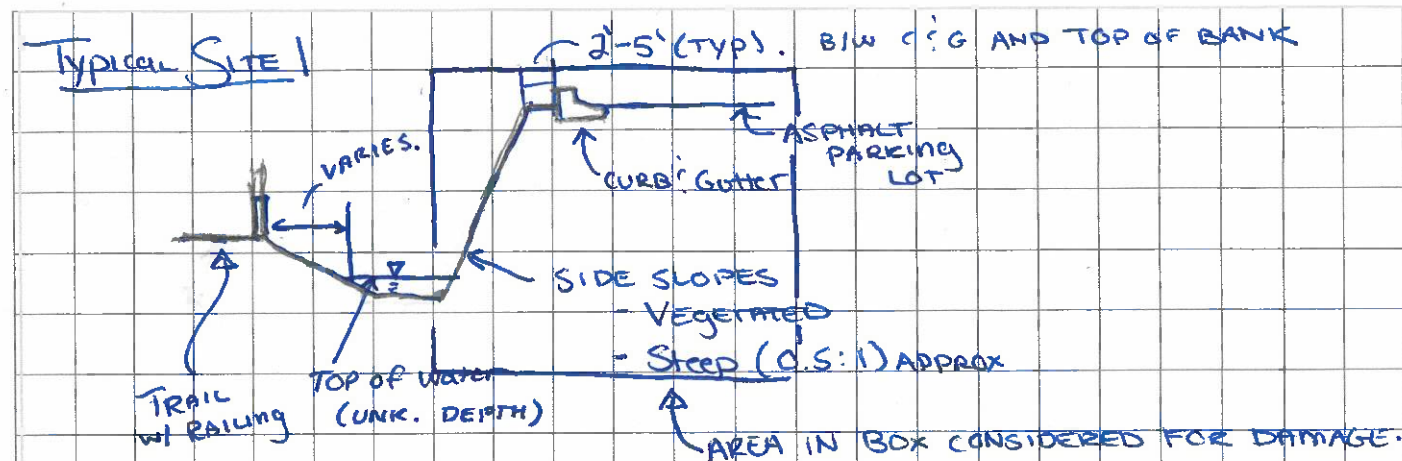
Component Types: 1-Embankment 2-Culvert 3-Weir 4-Fencing 5-Armor 6-Spillway 7-Dam 8-Service Road 9-Lining 10-Overflow Structure 11-Sprinkler Head 12-Drainage System 13-Vegetative Cover 14- Valve 15-Control Gate 16-Controls 17-Generator 18-Electrical Panel 19-Electrical Wire 20-SCADA 21-Other (Specify)

Cause of Damage: 1- Surface water flooding 2-Wind Driven Rain 3-Sewer Back up 4-Foundation Seepage 5-Lightning 6-High Winds 7-Tree Damage 8-Wind Blown Debris 9-Earthquake 10- Fire 11-Explosion 12-Other (Specify)

Applicant Representative Initials: _____

Page 2 of 6

Recipient Authorized Representative Initials (if applicable): _____

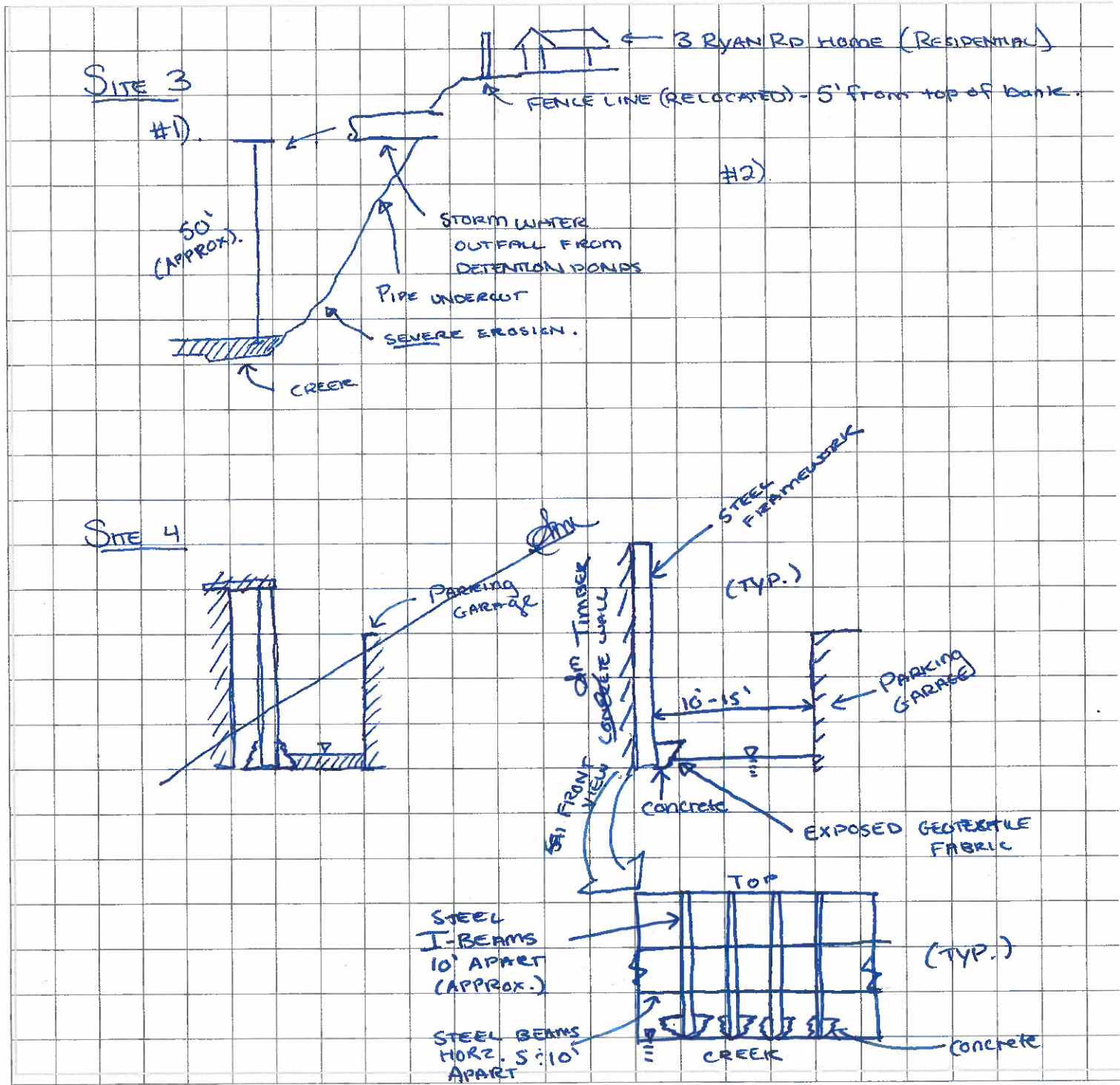
Work Order # (if applicable): _____ Damage # 352941SKETCH: (Click grid to upload an image): dm

NOTES:

Applicant Representative Initials: _____

Recipient Authorized Representative Initials (if applicable): _____

SKETCH: (Click grid to upload an image):



NOTES:

Applicant Representative Initials: _____

Recipient Authorized Representative Initials (if applicable): _____

NOTE FOR SITE INSPECTOR: Please ask the Applicant representative the following questions. Although the PDMG may have already asked some of these questions, the Applicant representative at the site inspection may have additional information. Use the Additional Notes section to record any additional explanation.

Mitigation Considerations

FEMA Public Assistance encourages protection of disaster-damaged facilities by providing assistance for cost-effective hazard mitigation measures that reduce or eliminate the risk of similar damage from happening again in a future event. For each question, elaborate on the answer in the space provided for comments.

<p>1. Identify the specific cause of damage (such as wave action eroded or undermined the channel slope protection, water eroded material below the toe of the channel slope protection, etc.).</p> <p>SEE ADDENDUM</p>	<p>2. Does the Applicant plan to perform additional work to protect damaged facilities against similar damage in a future event?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p> <p>* UPGRADES TBD UNTIL OTHER COSTS ARE DETERMINED.</p>
<p>3. Will the Applicant provide a proposal for hazard mitigation work?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p> <p>IF REQUIRED</p>	<p>4. Would the Applicant like FEMA to prepare a proposal for hazard mitigation work?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unsure</p> <p>Comments:</p> <p>IF REQUIRED.</p>

Insurance Considerations

FEMA is legally prohibited from duplicating benefits from other sources and will reduce eligible costs by the amount of insurance proceeds received.

1. Does the damaged facility have insurance coverage and/or is it an insurable risk (e.g., buildings, equipment, vehicles)?

☐ Yes
☒ No
☐ Unsure

Comments:

Environmental & Historic Preservation Considerations

FEMA is required to ensure that work complies with applicable environmental and historic preservations laws, regulations, and executive orders.

<p>1. Is the damaged facility(ies) located within a floodplain or a coastal high hazard area and/or does it have an impact on a floodplain or wetland? Can the project site be impacted by flooding? Will work occur within 200 feet of a waterway/waterbody?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p> <p>IT IS A CREEK SO ALL WORK IS WITHIN THE FLOODPLAIN.</p> <p>- EHP IS CONTACTED, H2H IS STARTED.</p>	<p>2. Is the damaged facility located within or adjacent to a Coastal Barrier Resource System Unit or an Otherwise Protected Area?</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unsure</p> <p>Comments:</p>
---	--

Applicant Representative Initials: _____

Page 5 of 6

Recipient Authorized Representative Initials (if applicable): _____

Work Order # (if applicable): _____ Damage # _____

Section 10 Item b.

3. Will the proposed facility repairs/reconstruction change the pre-disaster conditions (e.g., footprint – including depth of footprint, material, location, capacity, use or function), including construction of an access road, establishing a staging area, or other work outside of the constructed right-of-way? If yes, describe changes or work outside of the constructed right-of-way. Provide detailed justification for the change (e.g. codes and standards).

- ☒ Yes
☐ No
☐ Unsure

Comments: SEE ADDENDUM.

4. Is the damaged facility(ies) listed on a local/state/national historic register or is it a locally recognized landmark? Is it older than 45 years? (Provide the age of the facility) Are there more, similar buildings near the site?

- ☒ Yes
☐ No
☐ Unsure

Comments:

EHP CONSULTED AND WAS
ON THE SITE INSPECTION

POC:

5. Are there any large, undeveloped or undisturbed areas on, or near, the project site? (Select "yes" if there are large tracts of forestland, grassland, or naturally preserved areas, etc.)

- ☒ Yes
☐ No
☐ Unsure

Comments:

SEE COMMENT #4

6. Are there any hazardous materials at or adjacent to the damaged facility?

- ☐ Yes
☒ No
☐ Unsure

Comments:

7. Are there any other environmental or controversial issues associated with the damaged facility and/or work item? (select yes if facility is a road maintained by a Tribal Government or if the project necessitates the establishment of a new borrow area or the horizontal expansion of an existing borrow area.)

- ☒ Yes
☐ No
☐ Unsure

Comments:

SEE COMMENT #4.

8. Are there any known endangered species in the work area?

- ☒ Yes
☐ No
☐ Unsure

Comment

LIKELY CONSIDERING THIS
IS A CREEK.

Additional Notes / Comments:

APPLICANT IS ACTIVELY WORKING w/ SHPO ON RESOLVING EHP CONCERNS. ENTIRE CREEK IS ON THE HISTORIC REGISTER. EHP WAS ON SITE (STEVE HARDEGAN R8 EHP).A

Applicant Representative Initials: _____

Page 6 of 6

Recipient Authorized Representative Initials (if applicable): _____

Whitewood Creek Site Inspection Addendum

DR4467-SD Project #123108 Whitewood Creek

Applicant: City of Deadwood

Between June 30th and July 21st, 2019 Whitewood Creek in Deadwood, South Dakota was inundated with rapid flood waters and high velocity flows. Whitewood Creek runs through the center of Deadwood, SD and is adjacent to several homes. The event caused severe creek bank erosion to unimproved and improved creek banks. The creek is actively maintained and owned by the applicant as evidenced by their historical classification and maintenance records.

Originally Whitewood Creek's grant request was separated into two projects, Projects 123107 and 123108. After discussion with the applicant it was determined that the projects should be consolidated into Project 123108 because of the similar scopes and locations. FEMA site inspections were conducted on January 2020 and revised in April 2020. As the project continued to progress into 2022 new Program Delivery Managers (PDMG) were assigned to the project that could provide technical experience and assistance to the applicant's recovery process.

The new PDMGs (Jackson Massey and Samuel Manson, P.E.) noted through the review of the project that the Site Inspections and Damage, Description and Dimensions (DDD) were not accurate in capturing the actual damages. Materials were misclassified, damage sites were missed and photos were inconclusive of the damage. Since the DDD is written off the Site Inspection Report (SIR) for FEMA to determine eligibility of the applicant's project a new SIR needed to be created.

On September 27, 2022 FEMA staff from Public Assistance, Technical Assistance Group, Environmental Historical Preservation and Mitigation met with the State of South Dakota, City of Deadwood and Deadwood's Consulting Engineers to correct the site inspection and identify all the damages after the fact. It is understood that this is a site inspection 3 years after the event, and careful consideration needed to take place to assure damages are a direct result of DR4467-SD. The applicant had not done any repairs to the creek after the disaster and previously damaged items have been exasperated by the riverine flows.

Site Layout:

The original DDD will be reworked to reflect the numbering system and locations referenced on the engineer's plans. Currently there are three (3) project sites and in the site inspection there were ten (10) stops made. Please refer to the Appendix A for a specific layout of the FEMA stops and project sites. In addition, Appendix A contains all photos from the site inspection and some photos from the applicant. Notations were made by Samuel Manson, P.E. that highlight evidence of damage. For the purposes of damage identification this report will break out damage findings in 10 Stops or areas. On the photo page all photos, unless notated otherwise, are taken at the date of this inspection.

Stop #1: Creek Damages adjacent to Parking Garage

This creek area is surrounded by retaining walls and supports that are partially submerged underneath the creek. After the event the high velocity waters sped through the narrow retaining wall area causing heavy scouring on the concrete foundations for the steel bracing as evidenced by Photos 35-40. In

addition, geotextile fabric has been exposed and gabion baskets were destroyed due to the rapidly flowing water as shown in Photos #40 and #46.

On the other side of the steel braced timber wall severe erosion took place underneath the parking garage. The slope underneath the parking garage to the creek is unvegetated embankment and has shown signs of weathering as seen in Photos #41, #42, #44 and #45. In Photo #45 it is evident that the concrete protection around the supports have been removed.

Stop #2: Grizzly Structure

The applicant wanted to show us an improvement they made just outside the previous damage. They added a Grizzly Structure that was meant to capture heavy debris for future events. Essentially it is a metal cage placed upstream from the creek sections that are routed underneath the city. The applicant is not requesting funding for the Grizzly Structure. See Photo #43.

Stops #3, #4: Privately owned homes behind City Hall

The creek experienced minor damages behind the City Hall. The applicant asked FEMA to look at the retaining walls on the West side of the creek to see if there was a potential for funding. Upon inspection it was inconclusive whether or not the event caused the undercutting because the retaining walls that were damaged appeared older than the surrounding retaining walls. Since the damage was minor and inconclusive the applicant did not express interest in pursuing FEMA funds for that section.

Stop #5: Parking Lot and Project Site 1

Stop #5 is the first area where the applicant has engineering plans identifying designs for the project. Photo 1 shows the area where the applicant plans on repaving the asphalt parking lot and place a 2-tier retaining wall. The banks of the creek seem to have eroded closer to the parking lot and could compromise the asphalt parking lot if left untreated. The Timber Wall adjacent to the old railroad bridge is clearly slumping and shows shear damage from high velocity waters as shown in Photos #2-#4.

The applicant provided FEMA with photos of the creekbanks shortly after the event. Photos #48-#59 show the unvegetated creek banks and the amount of erosion that took place. For the purposes of the damage description the entire earthen hillside from the rock wall on the north end to the timber wall on the south end is damaged. Looking at pre-disaster photos and site inspection notes the best way to estimate the volume of earthen embankment is to assume a 8FT height at 1:1 slope throughout. Please see Appendix E for a more detailed breakdown.

An area of environmental concern was noted as there are remnants of a Roundhouse located underneath the parking lot (See Photo #5). FEMA EHP was on site and will evaluate this item as it relates to the project.

Stop #6: North Banks of Creek – Project Sites 2a/2b

The site inspection group walked along the north banks of Whitewood Creek to get the best view of the gabion basket wall on the southern bank for Site 2b. Starting from Project Site #1 and working our way towards the southwest the gabion basket wall progressively got more and more damaged. The gabion basket wall spans approximately 1,035 feet to a 7-foot depth. The wall has three tiers with each tier measuring at 32 inches in height. The baskets are 32" x 32" x 32" (L x W x H) and it is assumed 6 baskets

are used in each cross-sectional area. There are many homes and improvements that abut the gabion basket wall with the closest being a shed about 5-feet away from the top of wall.

The first 300 feet of wall from the railroad bridge had small sections of wire breakage and basket damage on the toes (See Photos #11-#15). A considerable portion of the 300 feet of wall is shown to be undercut by the riverbanks.

The remaining 735 feet of wall has begun to deform considerably from the erosion due to severe undercutting from the event (See Photos #16-#18). Originally the wall was placed perpendicular to the creek, however, is now angled at approximately 10-12 degrees from the original alignment (see SIR sketches). Uneven settling throughout the wall has created vertical bulges as a direct result of the compromised base. Also, the wall has horizontally deformed partly as a result of the increased shear stresses from the typical water level of the creek pushing against the banks. Due to the wall's deformations the backfill along the wall has begun to create a ditch where water can pool and seep through the back of the wall to the creek. This compromises the wall's form and function because it rapidly deteriorates its structural integrity.

Since the inspection took place three years after the event a lot of the damages from the original site inspection have been exasperated because no construction took place. The applicant has indicated that the wall was damaged from the event and had been undercut. For the purposes of this site inspection the entire wall alignment on the southern bank of the creek should be considered damaged.

Stop #7: South Bank of Creek

A concerned resident allowed the site inspection group onto their property to get a better view of Site 2a, and to see the effects of Site 2b. The notations made in Stop #6 on the gabion basket wall were more apparent when inspecting the top of gabion basket wall. In addition, there was significant damage on the north bank of the creek where a rock wall was identified. The rock wall on Site 2a was accurately captured on the original site inspection so little to no changes are needed for the damage component on the DDD.

Stop #8 & #9: Comfort Inn Parking Lot (Site 3a) – Bottom of Bank

Behind the Comfort Inn on the east side of the creek there were several eroded sections. The biggest section was a 50' tall gully that had formed alongside an outlet pipe. During the event, floodwaters overtopped retention ponds above the outlet pipe and flowed down the adjacent cul-de-sac and eroded the aforementioned creek banks. The creek banks have been getting progressively worse as they threaten an adjacent landowner at 3 Ryan Rd.

To the north-west another section of erosion took place where three outlets are located at the same location. Stormwater came down Ryan Rd. and deposited rapidly flowing waters out of the pipes and eroded away the creek banks.

It is clear that the water surge has damaged the stormwater outlet running from the lower retention pond to the discharge point. The pipe is angled and undercut and has no structural support to allow future stormwater conveyance. There was no subsurface scoping of the pipe by the applicant. For the purposes of the damage description it is evident that the entire pipe length from the pond to the discharge point should be considered damaged.

Stop #10: Upper and Lower Retention Ponds

Stops 8 and 9 contain the discharge points for the tiered retention pond stormwater storage systems. During the inspection it was noted that the lower retention pond had been heavily vegetated. It is unclear the amount of storage and volumes the ponds are able to hold which is why the applicant plans on revisiting the ponds on the project. There was no physical damage to the ponds that were able to be seen at this time. The applicant has provided FEMA staff with easements that state they are the owner of the ponds.

Appendix B: Project 123107 DDD

The Disaster #4467DR, which occurred between 6/30/2019 and 7/21/2019 , caused:

- **Damage #352940; Whitewood Creek Embankments**

During the incident period, heavy storms caused high velocity flooding in the City of Deadwood, and along Whitewood Creek, which flows through the city. The creek, with its source in the canyons above Deadwood, was specifically affected as the embankment lining the creek was washed away. With continued rain in the area the fast-moving water up-rooted trees and vegetation lining the creek, eroding the banks and moving all debris down-slope causing extensive damage to embankments along the creek's path.

- **General Facility Information:**

- **Facility Type:** Drainage Channels
- **Facility:** Whitewood Creek
- **Facility Description:** Whitewood Creek provides a drainage avenue for the majority of Deadwood, SD. The City maintains the creek to ensure a water outlet due to snow melt and rain events. Entering the town from the SW, the creek is approximately 12 to 15 feet wide and anywhere from 8 to 12 feet deep along the upper end, with deeper and wider areas measured along its course before leaving town along White Creek Road, on the NE side of town.
- **Approx. Year Built:** 1900
- **Location Description:** City of Deadwood, SD
- **Start GPS Latitude/Longitude:** 44.35606, -103.73928
- **End GPS Latitude/Longitude:** 44.37260, -103.72881
- **Purpose:** Flood Control
- **Shape:** Rectangular
- **Dimensions (top) Width (ft):** 15
- **Dimensions (top) Depth (ft):** 12
- **Quantity of Material Deposited by Incident:** NA

- **General Damage Information:**

- **Date Damaged:** 7/3/2019
- **Cause of Damage:** Unconsolidated earthen material, rock, and debris were washed downstream by surface water flooding

- **Facility Damage:**

- **Site 1 (Start: 44.356063 -103.739284; End: 44.358859 -103.739326):**

- Embankment, 5,866.6667 CY of unconsolidated, earthen material, 1,056 FT long x 15 FT wide x 10 FT deep, surface water flooding, 0% work completed.
- Site 2, Location 1 (44.35928 -103.73926):
 - Embankment, 177.7778 CY of unconsolidated, earthen material, 60 FT long x 8 FT wide x 10 FT deep, surface water flooding, 0% work completed.
- Site 2, Location 2 (Start: 44.360542 -103.738718; End: 44.365029 -103.736302):
 - Embankment, 7,822.2222 CY of unconsolidated, earthen material, 2,640 FT long x 8 FT wide x 10 FT deep, surface water flooding, 0% work completed.
- Site 3, Location 1a (Start: 44.363951 -103.734533; End: 44.363927 -103.732218):
 - Embankment, 3,888.8889 CY of unconsolidated earthen material, 700 FT long x 10 FT wide x 15 FT deep, surface water flooding, 0% work completed.
- Site 3, Location 1b (44.363927 -103.732218):
 - Embankment, 1,851.8519 CY of unconsolidated earthen material, 100 FT long x 10 FT wide x 50 FT deep, surface water flooding, 0% work completed.
- Site 3, Location 2 (Start: 44.364009 -103.732115; End: 44.364945 -103.731519):
 - Embankment, 1,111.1111 CY of unconsolidated earthen material, 400 FT long x 7.5 FT wide x 10 FT deep, surface water flooding, 0% work completed.
- Site 4, Location 1 (Start: 44.369223 -103.733937; End: 44.372603 -103.728808):
 - Embankment, 15,972.2222 CY of unconsolidated earthen material, 2,300 FT long x 12.5 FT wide x 15 FT deep, surface water flooding, 0% work completed.
- Site 4, Location 2 (Start: 44.369223 -103.733937; End: 44.369964 -103.730542):
 - Armoring, 1,763.5556 CY of rock component , 992 FT long x 4 FT wide x 12 FT deep, surface water flooding, 0% work completed.

Appendix C: Project 123108 DDD

The Disaster #4467DR, which occurred between 6/30/2019 and 7/21/2019 , caused:

- **Damage #352941; Sherman Street Retaining Wall Bulkhead Failure**
 - **General Facility Information:**
 - **Facility Type:** Sediment, Debris, Retention/Detention Basins
 - **Facility:** retaining wall
 - **Facility Description:** Site 1: 150ft long quarry stone retention wall with primary use being to stop embankment erosion along Charles St and Whitewood Creek. Site 2: is a 400 ft long timber retaining wall with primary use being to stop embankment erosion between Charles St. and Whitewood Creek
 - **Approx. Year Built:** 1900
 - **Location Description:** Charles St., City of Deadwood , South Dakota 57732
 - **Purpose:** stop embankment erosion
 - **Capacity:** N/A
 - **Quantity of Material Deposited by Incident:** N/A
 - **General Damage Information:**
 - **Date Damaged:** 6/30/2019 to 7/21/2019
 - **Cause of Damage:** Swift moving waters inundated the area causing undermining of both sites retaining walls
 - **Facility Damage:**
 - site 1: 44.369876 -103.730853:
 - Retaining Wall, Flat Quarry Stone, 150 LF long x 8 LF high, Swift moving waters inundated the area causing undermining of retaining wall, 0% work completed.
 - Site 2: 44.370523 -103.728956:
 - Retaining Wall, wood Timber construction, 400 LF long x 10 LF high, Swift moving waters inundated the area causing undermining of retaining wall, 0% work completed.

Appendix D: Engineering Plans and DDD Coordination Table

COORDINATION TABLE FOR WHITEWOOD CREEK RESTORATION PROJECTS

FEMA Proj#	FEMA Site#	GPS Coordinates		Albertson Eng. (AEI) Proj Area#	Bid Package	Design Completion Status	Expected Start of Construction
		Start	End				
123107	Site 1	44.356063 -103.739284	44.358859 -103.739326	n/a	n/a	n/a	Already completed
123107	Site 2, Loc 1	44.35928 -103.73926	n/a	n/a	n/a	n/a	Already completed
123107	Site 2, Loc 2	44.360542 -103.738718	44.365029 -103.736302	n/a	n/a	n/a	Already completed
123107	Site 3, Loc 1a	44.363951 -103.734533	44.363927 -103.732218	n/a	n/a	n/a	Already completed
123107	Site 3, Loc 1b	44.363927 -103.732218	n/a	n/a	n/a	n/a	Already completed
123107	Site 3, Loc 2	44.364009 -103.732115	44.364945 -103.731519	Project Area 3	2	95%	2023
123107	Site 4, Loc 1	44.369223 -103.733937	44.372603 -103.728808	Project Area 2b	1	95%	2023
123107	Site 4, Loc 2	44.369223 -103.733937	44.369964 -103.730542	Project Area 2b	1	95%	2023
123108	Site 1	44.369876 -103.730853	n/a	Project Area 2a	1	95%	2023
123108	Site 2	44.370523 -103.728956	n/a	Project Area 1	1	95%	2023

APPENDIX E: Site 1 Breakdown

