



City Commission Regular Meeting Agenda

Monday, September 20, 2021 at 5:00 AM

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 September 7, 2021 City Commission minutes

4. **Approve Bills**

[a.](#) Approval of Bill List for September 20, 2021

5. **Items from Citizens on Agenda**

[a.](#) Julie Schipke - Proclamation - Constitution Week, September 17-23, 2021

[b.](#) Responsible Gaming Education Week will be September 19th-25th

[c.](#) Proclamation - Library Card Sign - Up Month of September.

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.](#) Approve Special Alcohol License for Deadwood Chamber to serve liquor at Event Complex from 2:00 p.m. to 10:00 p.m. Saturday, September 25 and noon to 6:00 p.m. Sunday, September 26, 2021 for PBR Unleash the Beast Event. No public hearing necessary since license is on publicly owned property.

[b.](#) Allow use of public property at the Event Complex on Thursday, September 24 through Monday, September 27, 2021 for PBR Unleash the Beast Event. Deposit has been received.

[c.](#) Permission to increase wage of Trolley Driver Reece Beck from \$13.11 per hour to \$13.84 per hour retroactive to August 21, 2021 after one year of service.

- d. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Donna Kirkpatrick.
- e. Remove the following Rec Center employees from payroll effective September 20, 2021. Benjamin Wise, Bridger Janvrin, Rebecca Groeger and Brock Pentheny.
- f. Permission to hire Tylissa Geffre as lifeguard/swim instructor at the Recreation Center at \$12.88 per hour effective Sept. 27, 2021, pending pre employment screening.
- g. Permission to pay Butler Machinery Company 2nd installment on the 2019 CAT140-13A AWD N9500265 motorgrader in the amount of \$20,558.83. To be paid out of the Streets Equipment Budget
- h. Permission to pay Butler Machinery Company 2nd installment on the 2019 CAT140-13A AWD N9500258 motorgrader in the amount of \$18,520.79. To be paid out of the Streets Equipment Budget

7. **Bid Items**

8. **Public Hearings**

- a. Hold public hearing for PBR Unleash the Beast Events: open container from 2:00 p.m. to 10:00 p.m. on Saturday, September 25 and noon to 6:00 p.m. on Sunday, September 26, 2021 at Event Complex.
- b. Hold public hearing for Retail (on-off sale) Malt Beverage for Historic Deadwood Convention Facility dba Wooden Nickel, Iron Horse Inn, Martin-Mason Hotel at 5-9 Lee Street
- c. Hold public hearing to extend Zone 2 open container area to include Deadwood Day Spa at 93 Sherman Street.
- d. Permission to waive 45 day requirement and set public hearing on October 4 for Lead Deadwood High School Homecoming Parade: street closure; Main Street from Lower Main at Pioneer Way to Pine Street for parade on Friday, October 8 from 2:00 p.m. until parade ends.

9. **Old Business**

10. **New Business**

- a. Second Reading of Ordinance #1330 - 2021 Historic Preservation Budget Supplement # 2
- b. Second Reading of 2022 Budget Appropriation Ordinance # 1331
- c. Permission to pay Extreme Foundation Repair and Concrete Lifting \$5,180.00 for repairs to the sidewalk and curb on Sherman Street and Pine Street. To be paid from Street Division Sidewalks Budget.
- d. Permission for the Mayor to Sign Master Installment Purchase Agreement with Mercedes-Benz Financial Services USA LLC and all associated documents relating to the lease of one 2021 Freightliner 108SD Dump Truck in the amount of \$148,005.00. Lease Commencing on 9/7/2021 with first installment payment on

9/7/2022 in the amount of \$27,740.43. Truck bid October 13, 2020. To be paid from the Street Division of Public Works Equipment Budget.

- e. Resolution 2021-21 Extending the Temporary Ordinance regarding Issuance of Medical Cannabis
- f. First Reading of Ordinance #1322, Extending Cannabis Moratorium
- g. Permission to enter into contract with McDirt Construction to inspect and repair five water valves at the intersection of Lee Street and Main Street in the amount of \$11,500.00. City Staff will assist with this project. To be paid from the Water Division Improvements Budget.
- h. Permission to enter into contract with McDirt Construction to repair the Emergency Exit road from Stage Run Road to Highway 14A/85 in the amount of \$3,600.00. To be paid from the Street Division Repair Budget.
- i. Act as Board of Adjustments and approve or deny final plat of Lots 1 & 2, Block 1B of The Ridge Development. Formerly A Portion of Preacher Smith Tract Located in Gov't Lots 10 and 12 of Section 11, Township 5 North, Range 3 East, Black Hills Meridian, City of Deadwood, Lawrence County, South Dakota. Approved by Planning and Zoning Commission on 9/15/21.
- j. Act as Board of Adjustments and approve or deny final plat of LOTS 1, 2, AND 3, BLOCK 3A OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION TO THE CITY OF DEADWOOD LOCATED IN THE SW1/4 OF SECTION 14, THE SE1/4 OF SECTION 15, THE NE1/4NE1/4 OF SECTION 22 AND THE N1/2NW1/4 OF SECTION 23, T5N, R3E, B.H.M., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA. Approved by Planning and Zoning Commission on 9/15/21.

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

- a. A special meeting will be held Monday, September 27, 2021 at 5:00 p.m. for second reading of Ordinance #1322, Extending Cannabis Moratorium

12. **Executive Session**

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

13. **Adjournment**

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

URL: <https://us02web.zoom.us/j/6055782082?pwd=Z1QrRXhXaXp4eStPSjg2YjVTNUtZQT09>

Meeting ID: 605 578 2082

Password: 1876

One tap mobile: 669-900-9128

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

REGULAR MEETING, SEPTEMBER 7, 2021

The Regular Session of the Deadwood City Commission convened on Tuesday, September 7, 2021 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, Charlie Struble and Gary Todd. Commissioner Martinisko was absent. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Struble moved, Johnson seconded to approve the minutes of August 16, 2021. Roll Call: Aye-All. Motion carried.

AUGUST, 2021 PAYROLL: COMMISSION, \$2,730.76; FINANCE, \$20,367.42; PUBLIC BUILDINGS, \$13,844.61; POLICE, \$98,322.40; FIRE, \$5,567.52; BUILDING INSPECTION, \$4,369.20; STREETS, \$32,173.02; PARKS, \$33,015.37; PLANNING & ZONING, \$4,548.18; LIBRARY, \$6,453.82; RECREATION CENTER, \$22,377.36; HISTORIC PRESERVATION, \$18,550.42; WATER, \$16,180.57; MT. MORIAH, \$2,978.50; PARKING METER, \$11,199.63; TROLLEY, \$24,990.03; PARKING RAMP, \$1,857.94. **PAYROLL TOTAL: \$319,526.75.**

AUGUST, 2021 PAYROLL PAYMENTS:

Internal Revenue Service, \$77,872.92; S.D. Retirement System, \$33,716.92; Delta Dental, \$4,487.50.

APPROVAL OF DISBURSEMENTS

Todd moved, Struble seconded to approve the September 7, 2021 disbursements as corrected. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	487.61
A & J SUPPLY	SUPPLIES	2,798.21
ACE HARDWARE	SUPPLIES	125.71
ACE INDUSTRIAL SUPPLY	SUPPLIES	1,294.57
ALSCO	SUPPLIES	1,612.17
AMAZON CAPITAL	SUPPLIES	886.45
AXON ENTERPRISE	SERVICE	2,193.12
BH CHEMICAL	SUPPLIES	4,908.91
BH EQUIPMENT	RENTAL	894.60
BH PIONEER	SERVICE	12.50
BH TENT & AWNING	REPAIR	82.90
BOMGAARS	SUPPLIES	134.99
BRANDON INDUSTRIES	SUPPLIES	6,436.00
CHAINSAW CENTER	SERVICE	1,870.45
COMPUTER SUPPORT SERVICES	SERVICE	132.49
CONVERGINT TECHNOLOGIES	SERVICE	720.00
CULLIGAN	SUPPLIES	198.00
CUTTING EGDE TIMBER	SUPPLIES	333.20
DAKOTA LUMBER	PROJECT	1,600.00
DEADWOOD ALIVE	JULY	20,000.00
DEADWOOD CHAMBER	BILL LIST	68,110.90
DEADWOOD CHAMBER - OUTLAW	BID #9	50,000.00
DVFD	REIMBURSEMENT	2,576.50
DEADWOOD GAMING	BID #8	10,000.00
DEADWOOD LEAD ECONOMIC	BID #8	18,000.00
EAGLE ENTERPRISES	SUPPLIES	825.00
FED EX	SHIPPING	15.41
FIRST NET	SERVICE	160.16
FREEMAN'S	PROJECT	2,353.59
GALLS	UNIFORMS	107.89
GOLDEN WEST	SERVICE	1,815.00
HAWKI, KEN	REIMBURSEMENT	76.59
HAWKINS	SUPPLIES	1,299.02
HEIMAN	SUPPLIES	173.90
HUNTINGTON	TROLLEYS	9,400.86
JACOBS WELDING	SERVICE	2,502.38
KIMBALL MIDWEST	SUPPLIES	947.98
KNECHT	SUPPLIES	137.04
KONE	MAINTENANCE	502.76
LAWSON PRODUCTS	SUPPLIES	126.69
LEAD-DEADWOOD SANITARY	GRANT	9,886.19
LIGHT AND SIREN	SUPPLIES	4,995.87
LYNN'S	SUPPLIES	481.17
MARCO	CONTRACT	168.47
MENARD'S	SUPPLIES	301.11
MERTENS, NANCY	REIMBURSEMENT	909.07
METERING & TECHNOLOGY	SUPPLIES	6,474.32
MDU	SERVICE	2,995.50
MS MAIL	SERVICE	1,431.45
NHS OF THE BLACK HILLS	SERVICE	4,428.75
NORTHERN HILLS TECHNOLOGY	SERVICE	130.00
NORTHWEST PIPE FITTINGS	SUPPLIES	613.54
NURSE, COLIN	REFUND	35.00
OFFICE DEPOT	SUPPLIES	113.70
OTIS ELEVATOR	MAINTENANCE	775.80

REGULAR MEETING, SEPTEMBER 7, 2021

PAPOUSEK, SONYA	REIMBURSEMENT	40.00
PITNEY BOWES	LEASE	250.05
PLATINUM CHEMICALS	SUPPLIES	454.00
QUICK SIGNS	SERVICE	1,653.99
QUILL	SUPPLIES	53.07
ROBITAILLE, PAUL	REIMBURSEMENT	306.49
S AND C CLEANERS	CLEANING	11,460.50
SCOTT PETERSON MOTORS	SUPPLIES	461.86
SD ARCHAEOLOGICAL RESEARCH	SERVICE	21,823.20
SD DEPT. OF REVENUE	LICENSE	150.00
SD DEPT. OF REVENUE	TAX	12,055.87
SD PUBLIC HEALTH LAB	SERVICE	211.00
SIMON MATERIALS	SUPPLIES	127.50
SJOMELING, DAN & SHAUNNA	PROJECT	1,236.95
SOUTHSIDE OIL	FUEL	14,819.21
SPEARFISH AUTO SUPPLY	SUPPLIES	735.22
STREICHER'S	UNIFORMS	83.98
STRETCH'S	SERVICE	111.07
SUMMIT SIGNS	SERVICE	155.00
TEAM LABORATORY CHEMICAL	SUPPLIES	818.50
TEMPERATURE TECHNOLOGY	SERVICE	212.35
THE LORD'S CUPBOARD	RECYCLING	182.04
TRIPLE K	SERVICE	63.50
TRUGREEN	SERVICE	1,729.88
TWIN CITY HARDWARE	SUPPLIES	4,417.49
TWIN CITY HARDWARE	GRANT	4,057.53
U.S. BANK	TRUSTEE FEE	1,000.00
ULINE	SUPPLIES	1,341.77
UNITED LABORATORIES	SUPPLIES	662.21
USA BLUEBOOK	SUPPLIES	80.25
VAST	SERVICE	5,158.84
VERIZON CONNECT	SERVICE	95.95
VERIZON	SERVE	690.29
VISIONARY LANDSCAPING	PROJECT	3,250.68
WARNE CHEMICAL	SUPPLIES	3,894.65
WESTERN DAKOTA TECH	SCHOLARSHIP	1,000.00
WHITE'S QUEEN CITY MOTORS	SUPPLIES	100.56

Total \$344,538.94

ITEMS FROM CITIZENS ON AGENDA**Thank you**

Tom Adams with American Legion thanked the city for their support for their fundraiser during Kool Deadwood Nites.

CONSENT

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

- A. Permission to purchase 5500 gallons of fuel at \$2.69 per gallon from Southside Oil
- B. Resolution 2021-19 Surplus Property

**RESOLUTION NO. 2021-19
TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood approve the following be declared surplus and sold in conjunction with Lawrence County Surplus Auction on Saturday, September 11, 2021 in Spearfish.

1988	Ford F800	VIN# 1FDXF82K3JVA35478	
2002	Dodge 2500	VIN# 3B6KFZ6221M564471	
2005	Chevy CK25903	VIN# 1GCHK24U75E307097	
1999	Freightliner FL70 Bucket Truck	VIN#1FV6HJBA6XHA28046	
	Hiway Truck Sander E2020XT	119766 (Serial #)	
	ARE 8' Topper with Tool Compartment (2017 long box ford)		
	Cargo Master Ladder Rack for Long Box Pickup		
	Century Wire Feed Welder 90 Amp		
	2 10' Craftsman Radial Arm Saw		Metal desk
	Rowing Exercise Machine		Power Tread Treadmill
	Vision Fitness Elliptical		2 Cybex Step Machines
	Schwinn Step Machine		Ab Lounge Inversion Table
	Body Champ Inversion Table		Ultra Toner Weight Bench
	Skiers Edge Ski Machine		Upright Tool Box
	Truck Suspension Seat		30-Gallon Poly Tank
	Greco Airless Paint Sprayer		50-Gallon Ply Tank
	Jet Band Saw		

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood approve the following to be declared surplus and destroyed:

REGULAR MEETING, SEPTEMBER 7, 2021

HP Pro 3500 Series MT	Serial # MMXL41220BKK
HP Prodesk 600 G1 SFF	Serial # 2UA42528WC
HP Prodesk 600 G1 SFF	Serial # 22UA4290YF5
HP Prodesk 400 G1 SFF	Serial # MXL503234PG
Motorola H66KDD9PW5BN	Serial # KCKDTT60613039
Kustom Sinals 200-1938050	Serial # IN02783
Kodak Z470	Serial # KCKDT60613039
Kodak Z470	Serial # KCKDT60604245
Kodak Z740	Serial # KCKDT60603169
EFJohnson 242-5112-210-GA	Serial #51120A352A12883
Motorola H05KDD9AA4AN	Serial #726CMF0184
Motorola ZTL1500	Serial #726CKF0069
Motorola ZTL1500	Serial #726CLD0329
HP Compaq DC7800	Serial #MXL8340661
HP Compaq 8000 Elite	Serial #MXL12027Q4

Dated this 7th day of September, 2021

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

C. Resolution 2021-20 Parking Violations

**CITY OF DEADWOOD
RESOLUTION 2021-20****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 October 1, 2021:

PARKING:

	Within	After	After	After
Parking Violations*	7 Days	7 Days	30 Days	45 Days
Permit Parking Only	\$50.00	\$70.00	\$90.00	\$100.00
Parked Against Traffic	\$35.00	\$45.00	\$70.00	\$110.00
Detached or Unattended Trailer	\$75.00	\$115.00	\$155.00	\$175.00

**After 45 Days Violations will be sent to a collection agency*

Dated this 7th day of September, 2021

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

- D. Permission for Mayor to sign annual agreement with South Dakota School of the Deaf for office space at History and Info Center at cost of \$250.00 per month.
- E. Permission for Mayor to appoint Vicki Dar to the vacant Planning and Zoning Commission position effective September 15, 2021. Term expires on December 31, 2022.
- F. Permission to purchase and pay Golden West for a network switch in the amount of \$3,061.24 for the Recreation Center. (To be paid from IT equipment line item.)
- G. Permission to hire Dane Burghduff for lifeguard position at the Recreation Center effective Sept. 9, 2021 at \$12.88 per hour, pending pre-employment screening.
- H. Results from Ketel Thorstenson, LLP of 2020 Independent Accountant's Report on Apply Agreed-Upon Procedures for Historic Preservation's revolving loan program funds and permission for Mayor to sign report.
- I. Accept resignation of employment from Trolley Driver Phillip Lovell effective September 2, 2021.
- J. Permission for Mayor to sign U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Funds (American Rescue Plan Documents)

REGULAR MEETING, SEPTEMBER 7, 2021

BID ITEMS

Results

Mayor Ruth stated no bids were received for Retaining Wall at 8 Jefferson Avenue. Historic Preservation Officer Kuchenbecker recommends staff be allowed to negotiate a contract with a qualified contractor. Todd moved, Johnson seconded to approve recommendation. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS

Four Points

Public hearing was opened at 5:06 p.m. by Mayor Ruth Jr. no one spoke in favor or against, hearing closed.

Johnson moved, Struble seconded to approve Retail (on-off sale) Malt Beverage and Retail (on-off sale) wine licenses for Deadwood Hotels, LLC dba Four Points by Sheraton Deadwood. Roll Call: Aye-All. Motion carried.

Set

Struble moved, Todd seconded to public hearing on September 20 for PBR Unleash the Beast Events. Roll Call: Aye-All. Motion carried.

Todd moved, Struble seconded to public hearing on September 20 for Retail (on-off sale) Malt Beverage for Historic Deadwood Convention Facility dba Wooden Nickel, Iron Horse Inn, Martin-Mason Hotel at 5-9 Lee Street. Roll Call: Aye-All. Motion carried.

Johnson moved, Struble seconded to public hearing on September 20 to extend Zone 2 open container area to include Deadwood Day Spa at 93 Sherman Street. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Ordinance

Finance Officer McKeown stated this is the second supplement for 2021, allowing HP to transfer funds to revolving loan. Struble moved, Johnson seconded to approve first reading of Ordinance #1330 – 2021 Historic Preservation Budget Supplement #2. Roll Call: Aye-All. Motion carried.

Ordinance

McKeown explained the ordinance and stated budget for 2022 of \$21,390,358.00 less interdepartmental transfers of \$2,254,664.00 makes 2022 budget \$19,135,694.00. Mayor Ruth Jr. thanked Dept. Heads for their work. Johnson moved, Struble seconded to approve first reading of Ordinance #1331 – 2022 Budget Appropriation. Commissioner Todd would like further discussion on a few items before second reading. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. Suicide Prevention week is September 6th through September 11th, 2021. Sidewalks in Deadwood and Lead will be painted with chalk to bring support and awareness to the cause.
- B. Festival of Books will be held virtual October 1 through October 3, 2021.

ADJOURNMENT

Struble moved, Todd seconded to adjourn the regular session at 5:21 p.m. The next regular meeting will be on Monday, September 20, 2021.

ATTEST:

DATE: _____

BY: _____

REGULAR MEETING, SEPTEMBER 7, 2021

Jessicca McKeown, Finance Officer

David Ruth Jr., Mayor

Published once at the total approximate cost of _____

PACKET: 05495 COMBINED - 9/21/21

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-09152021	101-3000-202	LIQUOR LICENS BEV LICENSE - HIST DWD CNV FAC	000000	150.00
01-3309	THE LORD'S CUPBOARD					
		I-090721	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	62.01
		I-091421	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	82.40

DEPARTMENT NON-DEPARTMENTAL TOTAL: 294.41

01-0361	SD PUBLIC ASSURANCE ALL					
		I-28054	101-4111-421	INSURANCE ANNUAL RENEWAL	000000	178,342.68

01-0418	BLACK HILLS PIONEER					
		I-908 - 2021	101-4111-423	PUBLISHING MINUTES - 7/19/21	000000	170.02
		I-914 - 2021	101-4111-423	PUBLISHING MINUTES - 7/30/21 SPECIAL MTG	000000	15.71
		I-915 - 2021	101-4111-423	PUBLISHING NOH - HOPS & HOGS	000000	18.94
		I-916 - 2021	101-4111-423	PUBLISHING NOH - OKTOBERFEST	000000	23.10
		I-917 - 2021	101-4111-423	PUBLISHING NOH - WILD WEST SONGWRITERS	000000	23.10
		I-918 - 2021	101-4111-423	PUBLISHING NOH - DEADWEIRD	000000	22.64
		I-964 - 2021	101-4111-423	PUBLISHING MINUTES - 8/2/21	000000	155.69
		I-966 - 2021	101-4111-423	PUBLISHING ORDINANCE #1329 -CANNABIS ZONE	000000	143.22
		I-967 - 2021	101-4111-423	PUBLISHING NOH - BEER/WINE LIC.- 4 POINTS	000000	15.25

01-1652	BLOOMERS FLOWERS & GIFT					
		I-09/10/2021	101-4111-426	SUPPLIES FLOWERS - COMMISSION	000000	55.00
		I-09/10/2021	101-4111-426	SUPPLIES BUDGET MEETING - COMMISSION	000000	47.88

01-4625	FIB CREDIT CARDS					
		I-08/31/21 PUB BLDGS	101-4111-426	SUPPLIES BUDGET LUNCH/EARL OF SANDW	000000	105.29

01-4711	AMAZON CAPITAL SERVICES					
		I-17XM-7L6H-QVR1	101-4111-426	SUPPLIES CHALK FOR SUICIDE PREV - COMM	000000	74.40

DEPARTMENT 111 COMMISSION TOTAL: 179,212.92

01-2394	GUNDERSON, PALMER, NELS					
		I-110911	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	3,007.50

DEPARTMENT 141 ATTORNEY TOTAL: 3,007.50

01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/2021	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,425.87

01-1652	BLOOMERS FLOWERS & GIFT					
		I-09/10/2021	101-4142-426	SUPPLIES FLOWERS - FINANCE	000000	53.00

1/17/2021 11:05 AM
 PACKET: 05495 COMBINED - 9/21/21
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 142 FINANCE
 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-001246059393	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	25.25-
01-4625	FIB CREDIT CARDS					
		I-08/31/21 FIN.CCDS	101-4142-426	SUPPLIES FLOWERS - FINANCE	000000	61.75
01-4711	AMAZON CAPITAL SERVICES					
		I-19TY-JFN1-6X3H	101-4142-426	SUPPLIES INK STAMPS,PADS,POST-ITS/FINAN	000000	68.26
				DEPARTMENT 142 FINANCE	TOTAL:	3,583.63
01-0223	COCA COLA BOTTLING HIGH					
		C-3391199	101-4192-426	SUPPLIES (7) 20 LB CO2 TANKS/PUB BLDGS	000000	300.00-
		I-3742243	101-4192-426	SUPPLIES 14080 OZ USAGE-DEP/PUB BLDGS	000000	998.40
		I-3798612	101-4192-426	SUPPLIES 21888 OZ USAGE POP/PUB BLDGS	000000	930.24
01-0429	BLACK HILLS ENERGY					
		I-POWER 08/27/21	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	18.38
		I-POWER 08/27/21	101-4192-428	UTILITIES 0 US HIGHWAY 14A TRAFFIC SIG	000000	39.68
		I-POWER 08/27/21	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.00
		I-POWER 08/27/21	101-4192-428	UTILITIES TRAFFIC LIGHTS 1 MCKINLEY ST	000000	26.41
		I-POWER 08/27/21	101-4192-428	UTILITIES 1 MILLER ST	000000	15.00
		I-POWER 08/27/21	101-4192-428	UTILITIES MT MORIAH VIS CNTR	000000	190.08
		I-POWER 08/27/21	101-4192-428	UTILITIES TX BOOTH/BATHROOM MT MORIAH	000000	82.70
		I-POWER 08/27/21	101-4192-428	UTILITIES METHODIST MEM PARK 10 SHINE	000000	23.50
		I-POWER 08/27/21	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES ST	000000	19.71
		I-POWER 08/27/21	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	557.35
		I-POWER 08/27/21	101-4192-428	UTILITIES 102 WATER TANK LN	000000	15.00
		I-POWER 08/27/21	101-4192-428	UTILITIES 105 1/2 SHERMAN TRAFFIC LIGHTS	000000	70.33
		I-POWER 08/27/21	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	7,061.18
		I-POWER 08/27/21	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	31.39
		I-POWER 08/27/21	101-4192-428-04	UTILITIES - C 108 SHERMAN ST CITY HALL	000000	3,516.15
		I-POWER 08/27/21	101-4192-428	UTILITIES TIMMS LANE POLE BLDG	000000	40.71
		I-POWER 08/27/21	101-4192-428	UTILITIES PUMP 119 DENVER AVE	000000	1,328.03
		I-POWER 08/27/21	101-4192-428	UTILITIES PRESSURE REG STATION 13 CRESCE	000000	35.46
		I-POWER 08/27/21	101-4192-428	UTILITIES 135 SHERMAN ST LIGHTS	000000	78.31
		I-POWER 08/27/21	101-4192-428	UTILITIES 135 WILLIAMS ST LIGHTS	000000	25.69
		I-POWER 08/27/21	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	574.48
		I-POWER 08/27/21	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	521.21
		I-POWER 08/27/21	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT ST	000000	410.05
		I-POWER 08/27/21	101-4192-428-06	UTILITIES - D 15 CRESCENT ST RODEO	000000	2,251.78
		I-POWER 08/27/21	101-4192-428	UTILITIES WELCOME SIGN- DWD HILL	000000	16.44
		I-POWER 08/27/21	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN	000000	887.80
		I-POWER 08/27/21	101-4192-428-03	UTILITIES - B CONCESSION STAND 16 CRESCENT	000000	348.69
		I-POWER 08/27/21	101-4192-428	UTILITIES 17 PLEASANT ST LIGHTS	000000	25.67
		I-POWER 08/27/21	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	18.91
		I-POWER 08/27/21	101-4192-428-15	UTILITIES - T GAYVILLE PUMP 170 BLACKTAIL	000000	15.00
		I-POWER 08/27/21	101-4192-428	UTILITIES 178 SHERMAN ST LIGHTS	000000	96.25

PACKET: 05495 COMBINED - 9/21/21

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY		continued			
		I-POWER 08/27/21	101-4192-428	UTILITIES PRV 180 CLIFF ST	000000	27.10
		I-POWER 08/27/21	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	169.47
		I-POWER 08/27/21	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	54.22
		I-POWER 08/27/21	101-4192-428	UTILITIES FLAG 2 MT MORIAH DRIVE	000000	30.66
		I-POWER 08/27/21	101-4192-428	UTILITIES 22 DUDLEY ST LIGHTS	000000	26.32
		I-POWER 08/27/21	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	165.63
		I-POWER 08/27/21	101-4192-428	UTILITIES PRV 180 CLIFF STREET	000000	0.00
		I-POWER 08/27/21	101-4192-428-01	UTILITIES - A ADAMS HOUSE 22 VAN BUREN	000000	494.64
		I-POWER 08/27/21	101-4192-428	UTILITIES 22 WASHINGTON ST LIGHTS	000000	57.99
		I-POWER 08/27/21	101-4192-428	UTILITIES TRAFFIC LIGHS 4 LANE	000000	60.01
		I-POWER 08/27/21	101-4192-428	UTILITIES PRESSURE REDUCTION STN 255 MAI	000000	22.94
		I-POWER 08/27/21	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	506.44
		I-POWER 08/27/21	101-4192-428	UTILITIES CUTTING MINE DEADWOOD GULCH	000000	48.94
		I-POWER 08/27/21	101-4192-428	UTILITIES 301 CLIFF ST	000000	1,310.48
		I-POWER 08/27/21	101-4192-428	UTILITIES 34 LINCOLN AVE LIGHTS	000000	46.01
		I-POWER 08/27/21	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DR	000000	19.74
		I-POWER 08/27/21	101-4192-428	UTILITIES 368 WILLIAMS ST LIGHTS	000000	23.98
		I-POWER 08/27/21	101-4192-428	UTILITIES WATER HEAT TAPE 37 WATER ST	000000	15.00
		I-POWER 08/27/21	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	19.05
		I-POWER 08/27/21	101-4192-428	UTILITIES REDWOOD TANK MCGOVERN HILL	000000	168.53
		I-POWER 08/27/21	101-4192-428	UTILITIES 398 WILLIAMS ST LIGHTS	000000	24.93
		I-POWER 08/27/21	101-4192-428	UTILITIES PRV STATION 4 DAKOTA ST	000000	22.13
		I-POWER 08/27/21	101-4192-428	UTILITIES 4 MT MORIAH RD LIGHTS	000000	30.36
		I-POWER 08/27/21	101-4192-428-17	UTILITIES - D MUSEUM DAYS 40 CRESCENT ST	000000	3,338.69
		I-POWER 08/27/21	101-4192-428-19	UTILITIES - G 418 CLIFF ST GATEWAY BLDG	000000	78.63
		I-POWER 08/27/21	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	492.82
		I-POWER 08/27/21	101-4192-428	UTILITIES 46 FREMONT ST LIGHTS	000000	39.10
		I-POWER 08/27/21	101-4192-428	UTILITIES 49 SHERMAN ST LIGHTS	000000	82.56
		I-POWER 08/27/21	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BUIL	000000	72.35
		I-POWER 08/27/21	101-4192-428	UTILITIES 5 SIEVER ST	000000	641.42
		I-POWER 08/27/21	101-4192-428	UTILITIES PUMP 50 PLEASANT ST	000000	15.00
		I-POWER 08/27/21	101-4192-428-02	UTILITIES - A ADAMS MUSEUM 50 SHERMAN ST	000000	1,113.89
		I-POWER 08/27/21	101-4192-428	UTILITIES 500 1/2 MAIN ST	000000	67.74
		I-POWER 08/27/21	101-4192-428	UTILITIES 501 MAIN ST WELCOME CENTER	000000	1,313.68
		I-POWER 08/27/21	101-4192-428	UTILITIES 509 WILLIAMS ST LIGHTS	000000	22.70
		I-POWER 08/27/21	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	18.91
		I-POWER 08/27/21	101-4192-428	UTILITIES WELCOME SIGN-JCT HWY 385 & CLI	000000	17.61
		I-POWER 08/27/21	101-4192-428	UTILITIES WILD BILL STATUE 53 SHERMAN ST	000000	15.00
		I-POWER 08/27/21	101-4192-428	UTILITIES 565 MAIN ST LIGHTS	000000	34.69
		I-POWER 08/27/21	101-4192-428-15	UTILITIES - T TROLLEY BARN 60 DUNLOP AVE	000000	247.56
		I-POWER 08/27/21	101-4192-428	UTILITIES 610 BROADWAY ST	000000	94.84
		I-POWER 08/27/21	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVE	000000	1,017.95
		I-POWER 08/27/21	101-4192-428	UTILITIES 62 FOREST AVE LIGHTS	000000	31.14
		I-POWER 08/27/21	101-4192-428	UTILITIES BROADWAY PARKING RAMP	000000	810.61
		I-POWER 08/27/21	101-4192-428	UTILITIES 65 SHERMAN ST	000000	1,576.95
		I-POWER 08/27/21	101-4192-428	UTILITIES 7 1/2 PECK ST LIGHTS	000000	33.62
		I-POWER 08/27/21	101-4192-428	UTILITIES 7 1/2 SAMPSON ST LIGHTS	000000	35.57
		I-POWER 08/27/21	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	108.86

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 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY	continued				
		I-POWER 08/27/21	101-4192-428-24	UTILITIES - O 703 MAIN ST OUTLAW SQUARE	000000	966.01
		I-POWER 08/27/21	101-4192-428-07	UTILITIES - F FIRE HALL 737 MAIN ST	000000	602.55
		I-POWER 08/27/21	101-4192-428-12	UTILITIES - P DWD PAVILION 767 MAIN ST	000000	111.10
		I-POWER 08/27/21	101-4192-428-12	UTILITIES - P 767 MAIN ST	000000	21.97
		I-POWER 08/27/21	101-4192-428	UTILITIES SAMPSON ST PUMP	000000	19.00
		I-POWER 08/27/21	101-4192-428	UTILITIES 8 DAKOTA ST LIGHTS	000000	20.72
		I-POWER 08/27/21	101-4192-428	UTILITIES 9 CEMETERY ST LIGHTS	000000	17.87
		I-POWER 08/27/21	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	18.01
		I-POWER 08/27/21	101-4192-428	UTILITIES FEES AND ADJUSTMENTS	000000	246.30-
01-0433	WELLMARK BLUE CROSS BLU	I-09/01/2021	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,307.92
01-0784	WESTERN STATES FIRE PRO	I-WSF375226	101-4192-422-04	PROFESSIONAL SPRINKLER INSPECT/CITY HALL	000000	225.00
01-1406	STRETCH'S GLASS & CUSTO	I-I028581	101-4192-425-15	REPAIRS - TRO CLORED PLEXIGLASS/TROLLEY	000000	52.07
01-1502	BLACK HILLS CHEMICAL	I-206566B	101-4192-426	SUPPLIES LITE & FOAMY SOAP/PB	000000	141.82
		I-207637A	101-4192-426	SUPPLIES CLEAN FRESH STERIPHENE/PB	000000	124.32
		I-208618	101-4192-426	SUPPLIES LINER-GLEM-TOWEL-TP-CLNR/PB	000000	521.68
01-1558	ECOLAB PEST ELIMINATION	I-5297471	101-4192-422-04	PROFESSIONAL RODENT PROGRAM/CITY HALL	000000	160.68
		I-5297474	101-4192-422-21	PROFESSIONAL ANT PROGRAM/WELCOME CENTER	000000	93.15
01-1653	STURDEVANT'S AUTO PARTS	I-32-814322	101-4192-425-14	REPAIRS - STR BLACK NYLON TRIM/STREETS	000000	4.11
		I-32-814917	101-4192-425	REPAIRS FILTER ASY-OIL/PUB BLDGS	000000	4.13
		I-32-814966	101-4192-426	SUPPLIES BLACK 1/4"-1/2" CV TUBES/PB	000000	8.40
		I-32-814967	101-4192-426	SUPPLIES WIX AIR FILTER/PUB BLDGS	000000	38.67
		I-32-815385	101-4192-426	SUPPLIES (2) CITROL 16 OZ/PUB BLDGS	000000	25.98
		I-32-815551	101-4192-426	SUPPLIES PM 5W-30 SYN BL QT-5Q/PUB BLDG	000000	24.37
		I-32-815711	101-4192-425-17	REPAIRS-DAYS (2) 24 QT FLOOR DRI/PUB BLDGS	000000	17.98
01-3506	ALSCO	I-09/08/21 SERVALL	101-4192-422-04	PROFESSIONAL CITY HALL - LCAS1417175	000000	171.16
		I-09/08/21 SERVALL	101-4192-422-07	PROFESSIONAL FIRE HALL - LCAS1417173	000000	34.80
		I-09/08/21 SERVALL	101-4192-422-08	PROFESSIONAL- HISTORY - LCAS1417172	000000	97.27
		I-09/08/21 SERVALL	101-4192-422-10	PROFESSIONAL LIBRARY - LCAS1417171	000000	22.33
		I-09/08/21 SERVALL	101-4192-422-11	PROFESSIONAL PARKS - LCAS1417170	000000	47.94
		I-09/08/21 SERVALL	101-4192-422-14	PROFESSIONAL STREETS - LCAS1417169	000000	128.35
		I-09/08/21 SERVALL	101-4192-422-15	PROFESSIONAL TROLLEY - LCAS1417168	000000	84.92
		I-09/08/21 SERVALL	101-4192-422-21	PROFESSIONAL WELCOME CENTER - LCAS1417176	000000	52.34
		I-LCAS1403151	101-4192-422-13	PROFESSIONAL MATS/REC CENTER	000000	127.69
		I-LCAS1410858	101-4192-422-13	PROFESSIONAL MATS/REC CENTER	000000	97.69

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 PACKET: 05495 COMBINED - 9/21/21
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3506	ALSCO	continued				
		I-LCAS1413490	101-4192-422-13	PROFESSIONAL MATS/REC CENTER	000000	97.69
		I-LCAS1425079	101-4192-422-04	PROFESSIONAL MOPS-MATS-TOWELS-LINEN/CITY HA	000000	177.52
		I-LCAS1431774	101-4192-422-13	PROFESSIONAL MATS/REC CENTER	000000	116.21
01-3877	MUTUAL OF OMAHA					
		I-001246059393	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	22.28
01-3896	EAGLE ENTERPRISES, LLC					
		I-22560	101-4192-425-21	REPAIRS - WEL LED7WPAR16/FL/830K-DIM-G5/WELC	000000	1,026.70
01-3937	GLOBAL EQUIPMENT COMPAN					
		I-118118009	101-4192-425-02	REPAIRS - ADA CASTERS-LIFT FRAME/ADAMS MUS	000000	292.94
01-3964	CONVERGINT TECHNOLOGIES					
		I-W1140298	101-4192-425-13	REPAIRS - REC INSTALL LENEL ACCESS CONTR/REC	000000	2,839.03
01-4625	FIB CREDIT CARDS					
		I-08/31/21 PUB BLDGS	101-4192-425-04	REPAIRS - CIT TOUCHLESS FAUCET/CITY HALL	000000	50.44
		I-08/31/21 PUB BLDGS	101-4192-425-17	REPAIRS-DAYS AC ELECTRIC MOTOR/DAYS MUSEUM	000000	119.99
		I-08/31/21 PUB BLDGS	101-4192-425-17	REPAIRS-DAYS SMOKE DETECTOR/DAYS MUSEUM	000000	36.00
		I-08/31/21 PUB BLDGS	101-4192-425-21	REPAIRS - WEL FLUSH HANDLES/WELCOME CENTER	000000	239.70
		I-08/31/21 PUB BLDGS	101-4192-425-17	REPAIRS-DAYS SMOKE DETECTOR/DAYS MUSEUM	000000	79.99
		I-08/31/21 PUB BLDGS	101-4192-425-09	REPAIRS - HAR LAMP HOLDER SOCKET/HARCC	000000	99.00
01-4711	AMAZON CAPITAL SERVICES					
		I-16L4-JJHT-HVFF	101-4192-426	SUPPLIES OFFSET CAM LOCKS/PUB BLDGS	000000	32.40
		I-1C9Q-4H46-MYJP	101-4192-426-04	SUPPLIES - CI COFFEE SUPPLIES - CITY HALL	000000	57.24
		I-1WKT-QDWH-GVML	101-4192-426	SUPPLIES EXP FILE POCKETS/PUB BLDGS	000000	12.89
DEPARTMENT 192 PUBLIC BUILDINGS					TOTAL:	48,097.16
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-387504	101-4193-422	PROFESSIONAL COMPUTER ISSUES - MGMT SERVER	000000	114.75
DEPARTMENT 193 COMPUTER SERVICE					TOTAL:	114.75
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/2021	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	21,179.58
01-1424	SOUTHSIDE SERVICE					
		I-1009	101-4210-425	REPAIRS R & R FRONT BRAKE PADS- POLICE	000000	238.95
		I-1228	101-4210-427	TRAVEL FUEL - POLICE	000000	10.61
		I-1288	101-4210-425	REPAIRS SVC. ENGINE,OIL,FILTER- POLICE	000000	119.55
		I-2145	101-4210-427	TRAVEL FUEL - POLICE	000000	8.14
		I-799	101-4210-425	REPAIRS SVC.ENGINE, OIL,FILTER- POLICE	000000	101.15
		I-834	101-4210-427	TRAVEL FUEL - POLICE	000000	8.80

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 PACKET: 05495 COMBINED - 9/21/21
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 210 POLICE
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-813615	101-4210-425	REPAIRS JUMPER,LUGS,BUTTS,FML - POLICE	000000	121.88
		I-32-813718	101-4210-425	REPAIRS 2 - REFRIGERANT - POLICE CAR	000000	126.74
		I-32-813826	101-4210-425	REPAIRS 1 - REFRIGERANT - POLICE CAR	000000	63.37
		I-32-814070	101-4210-425	REPAIRS PRMRY WI,QD ELEC,CV TUBE-POLIC	000000	178.79
		I-32-814095	101-4210-425	REPAIRS IN-LINE HLDR,BLADES,LUGS-POLIC	000000	44.78
		I-32-814234	101-4210-425	REPAIRS TRAILER CABLE - POLICE	000000	43.00
01-3877	MUTUAL OF OMAHA					
		I-001246059393	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	74.25
DEPARTMENT 210 POLICE						TOTAL: 22,319.59
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/2021	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,176.08
01-0547	M&M SANITATION					
		I-I4569	101-4221-422-01	PROFESSIONAL MONTHLY TOILET RENTAL/FIREWISE	000000	120.00
01-0742	OFFICE DEPOT					
		I-187995925001	101-4221-426	SUPPLIES COPY PAPER - FIRE DEPT	000000	112.95
01-2473	SD DEPT. OF CORRECTIONS					
		I-C18D2073	101-4221-422-01	PROFESSIONAL FIRE SUPPRESSION WORK/FIREWISE	000000	3,611.35
01-3877	MUTUAL OF OMAHA					
		I-001246059393	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	3.22
01-3913	HEIMAN INC					
		I-0901041-IN - A	101-4221-434	MACHINERY/EQU FREIGHT CHG - GLOVES/FIRE DEPT	000000	16.31
		I-0901450-IN	101-4221-434	MACHINERY/EQU COATS,PANTS,BOOTS - FIRE DEPT	000000	654.70
		I-0901452-IN	101-4221-434	MACHINERY/EQU HELMETS,FLASHLIGHTS - FIRE DPT	000000	852.90
01-3977	ACE HARDWARE OF LEAD					
		I-022659	101-4221-434	MACHINERY/EQU RATCHET - FIRE DEPT	000000	28.49
01-4569	STATION AUTOMATION, INC					
		I-3012	101-4221-422	PROFESSIONAL ANNUAL LICENSE RENEWALS - FIRE	000000	1,230.00
01-4711	AMAZON CAPITAL SERVICES					
		C-17VD-YRTF-4CNJ CR	101-4221-425	REPAIRS CREDIT FOR OVERPYMT ON 9/7/21	000000	8.88-
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 7,797.12
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/2021	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,088.89

PACKET: 05495 COMBINED - 9/21/21
 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-001246059393	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
01-4711	AMAZON CAPITAL SERVICES					
		I-1WKT-QDWH-GVML	101-4232-426	SUPPLIES WRIST-MOUSE PADS/BI	000000	20.96
					DEPARTMENT 232 BUILDING INSPECTION TOTAL:	1,114.80
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/2021	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	7,611.08
01-0467	CULLIGAN OF THE BLACK H					
		I-0013191A	101-4310-426	SUPPLIES (4) 5 GAL BOTTLED WATER/STRTS	000000	27.00
01-0514	SIMON MATERIALS COMPANY					
		I-2396152	101-4310-426	SUPPLIES 1" ROADSTONE 13.22 TN/STREETS	000000	142.12
01-0677	LAWSON PRODUCTS, INC.					
		I-9308777860	101-4310-426	SUPPLIES (10) 5 GA CONCR PTCH TRCTIT/ST	000000	385.00
01-1333	DEADWOOD ELECTRIC					
		I-22516	101-4310-425	REPAIRS REPAIR LIGHTS OSQ-SHERMAN/STRT	000000	504.79
01-1374	BUTLER MACHINERY COMPAN					
		I-06W00188031	101-4310-422	PROFESSIONAL REPAIRS TO AIR CONDITIONER/STR	000000	234.12
		I-09/13/21 M026599	101-4310-434	MACHINERY/EQU 2021 INSTALLMENT PYMT/STREETS	000000	18,520.79
		I-09/13/21 M026927	101-4310-434	MACHINERY/EQU 2021 INSTALLMENT PYMT/STREETS	000000	20,558.83
01-1515	RAPID DELIVERY					
		I-444151	101-4310-426	SUPPLIES DELIVERY FROM BUTLER MACH/STRT	000000	13.80
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-813797	101-4310-426	SUPPLIES MUD GUARDS/STREETS	000000	67.98
		I-32-813954	101-4310-426	SUPPLIES FIRE HOSE NOZZLE/STREETS	000000	11.55
		I-32-815270	101-4310-426	SUPPLIES (16) BULK PROPANE/STREETS	000000	12.80
		I-32-815319	101-4310-426	SUPPLIES (31) BULK PROPANE/STREETS	000000	24.80
		I-32-815547	101-4310-426	SUPPLIES (32) BULK PROPANE/STREETS	000000	25.60
01-3722	BLACK HILLS ASPHALT LLC					
		I-2422	101-4310-422	PROFESSIONAL MILL AND PATCHING RODEO/STREET	000000	7,387.76
01-3836	MID-AMERICAN RESEARCH C					
		I-0740782-IN	101-4310-426	SUPPLIES DEOD-WASP KILLER-BACTERIZER/ST	000000	566.89
01-3877	MUTUAL OF OMAHA					
		I-001246059393	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	31.35
01-4317	VIGILANT BUSINESS SOLUT					

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 PACKET: 05495 COMBINED - 9/21/21
 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
01-4317	VIGILANT BUSINESS SOLUT		continued			
		I-210937	101-4310-422	PROFESSIONAL SCREENING	000000	203.00
01-4517	STRAIGHT LINE STRIPING					
		I-1869	101-4310-422	PROFESSIONAL CROSSWALK BARS 8FT PAINTED/STR	000000	1,326.00
01-4711	AMAZON CAPITAL SERVICES					
		I-16L4-JJHT-HVFF	101-4310-426	SUPPLIES CALENDARS/STREETS	000000	24.89
01-4847	EXTREME FOUNDATION REPA					
		I-2109-0909-3792	101-4310-433-01	CIP - SIDEWAL SIDEWALK REPAIR-LIFTING/SIDEWA	000000	1,020.00
01-4857	VERIZON CONNECT					
		I-328000020059	101-4310-422	PROFESSIONAL INTEGRAT SUBSC 6/30-8/31/21/ST	000000	76.66
				DEPARTMENT 310 STREETS	TOTAL:	58,776.81
01-4630	SANDER SANITATION SERVI					
		I-AUG RES GARBAGE	101-4320-422	PROFESSIONAL AUGUST RESIDENTIAL GARBAGE	000000	11,612.73
				DEPARTMENT 320 SANITATION	TOTAL:	11,612.73
01-0213	TRUGREEN CHEM-LAWN					
		I-145870558	101-4370-422	PROFESSIONAL WEED CONTROL SRVC/OAKRIDGE	000000	892.50
01-0547	M&M SANITATION					
		I-14765	101-4370-422	PROFESSIONAL MONTHLY TOILET RENTAL/OAKRIDGE	000000	120.00
01-3722	BLACK HILLS ASPHALT LLC					
		I-2436	101-4370-422	PROFESSIONAL SEALCOAT-FILL CRACKS/OAKRIDGE	000000	12,235.27
				DEPARTMENT 370 OAKRIDGE CEMETERY	TOTAL:	13,247.77
01-0213	TRUGREEN CHEM-LAWN					
		I-145858682	101-4520-422	PROFESSIONAL LAWN SERVICE/RIVERWALK	000000	482.20
		I-146730812	101-4520-422	PROFESSIONAL LAWN SERVICE MARTHA BULL/PRKS	000000	83.91
		I-146735172	101-4520-422	PROFESSIONAL LAWN SERVICE PLUMA PARK/PRKS	000000	193.98
01-0243	VAN DIEST SUPPLY COMPAN					
		I-176446	101-4520-426	SUPPLIES ULV MISTER MARUYAMA/PARKS	000000	908.00
		I-176447	101-4520-426	SUPPLIES BIFENTHRIN I/T 2 GALS/PARKS	000000	91.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/2021	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,842.46
01-0776	ALBERTSON ENGINEERING,					

PACKET: 05495 COMBINED - 9/21/21
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: 520 PARKS
BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0776	ALBERTSON ENGINEERING,		continued			
		I-16414	101-4520-422-01	PROF SERV- FE NEW GRIZZLY STRUCTURE/FEMA	000000	3,772.50
01-1653	STURDEVANT'S AUTO PARTS					
		C-32-814125	101-4520-426	SUPPLIES STANDARD CA RETURN-CA/PARKS	000000	1.00-
		I-32-813760	101-4520-426	SUPPLIES STANDARD CA-NEEDLE NOSE/PRKS	000000	8.45
		I-32-813902	101-4520-426	SUPPLIES BLOWER MOTOR RESIS/PARKS	000000	34.20
		I-32-814111	101-4520-426	SUPPLIES TRANS FLUID-JB WELD/PARKS	000000	25.48
		I-32-814214	101-4520-426	SUPPLIES OEM 7-WAY CONNECTOR/PARKS	000000	13.95
		I-32-815222	101-4520-426	SUPPLIES BALL BEARING/PARKS	000000	47.46
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1388285	101-4520-426	SUPPLIES WHEEL-SPACER-SPANNER/PARKS	000000	313.53
01-1831	POWERPLAN OIB					
		I-P0720610	101-4520-434	MACHINERY/EQU BRKTCLK&GO-SPREADER/PARKS	000000	1,623.05
01-3877	MUTUAL OF OMAHA					
		I-001246059393	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	31.35
01-3977	ACE HARDWARE OF LEAD					
		I-022660	101-4520-426	SUPPLIES FASTEN-COUPLE-ELBOW-TEE/PARKS	000000	64.64
		I-022670	101-4520-426	SUPPLIES PVC PIPE-ADAPT INSERT/PARKS	000000	8.62
		I-022720	101-4520-426	SUPPLIES ROLLER COVERS/RESCUE TINT/PRKS	000000	95.17
01-4217	VISIONARY LANDSCAPING					
		I-INV030363	101-4520-433-05	CIP - WHITEW VEGETATION MGMT 9/2/21	000000	510.00
		I-INV030364	101-4520-433-05	CIP - WHITEW VEGETATION MAGMT 9/7/21	000000	680.00
		I-INV030365	101-4520-433-05	CIP - WHITEW TREE CARE-VEGETATION MGMT	000000	595.00
01-4625	FIB CREDIT CARDS					
		I-08/31/21 PUB WORKS	101-4520-427	TRAVEL RAINBIRD TRAINING/PARKS	000000	2,295.00
01-4669	KUBOTA LEASING					
		I-4919312	101-4520-434	MACHINERY/EQU SKID STEER LAODER PYMT/PARKS	000000	1,378.88
01-4857	VERIZON CONNECT					
		I-328000020059	101-4520-422	PROFESSIONAL INTEGRAT SUBSC 6/30-8/31/21/PK	000000	76.65
					DEPARTMENT 520 PARKS	TOTAL: 19,174.48
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/2021	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,750.43
01-3877	MUTUAL OF OMAHA					
		I-001246059393	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	7.43
01-4625	FIB CREDIT CARDS					

PACKET: 05495 COMBINED - 9/21/21
 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
01-4625	FIB CREDIT CARDS			continued		
		I-083121HP	101-4640-426	SUPPLIES PIZZA FOR STAFF - HP	000000	45.05
01-4711	AMAZON CAPITAL SERVICES					
		I-1W46-VDD9-1H99	101-4640-426	SUPPLIES OFFICE SUPPLIES - HP/PZ	000000	76.78
DEPARTMENT 640 PLANNING AND ZONING					TOTAL:	1,879.69
FUND 101 GENERAL FUND					TOTAL:	370,233.36

PACKET: 05495 COMBINED - 9/21/21
 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-09/01/2021	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	586.54
01-1171	A & B BUSINESS SOLUTION	I-IN866644	206-4550-422	PROFESSIONAL COPIER CONTRACT - LIBRARY	000000	57.36
01-1562	MIDWEST TAPE	I-500808033	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	45.73
		I-500872419	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	131.70
		I-500873080	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	77.71
		I-500904813	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	17.24
01-1613	THE LIBRARY STORE, INC.	I-525232	206-4550-426	SUPPLIES EASEL,BKENDS,LBL PROTEC-LIBRAR	000000	130.71
01-3877	MUTUAL OF OMAHA	I-001246059393	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	3.22
01-4711	AMAZON CAPITAL SERVICES	I-17K7-LP4V-3PDK	206-4550-426	SUPPLIES TONER CARTRIDGE - LIBRARY	000000	166.85
		I-1KG4-3QM1-GTNV	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	49.98
		I-1KG4-3QM1-GTNV	206-4550-424	PROGRAMMING CHILDREN'S BOOKS - LIBRARY	000000	80.85
		I-1KG4-3QM1-GTNV	206-4550-426	SUPPLIES BATTERIES - LIBRARY	000000	20.97
		I-1KG4-3QM1-GTNV	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	37.40
01-4858	MODERN MARKETING	I-NMI142379	206-4550-424	PROGRAMMING KID'S CALENDAR-BH READS GRANT	000000	152.71
		I-NMI142485	206-4550-424	PROGRAMMING CUSTOM STICKERS-BH READS GRANT	000000	126.62
DEPARTMENT 550 LIBRARY					TOTAL:	1,685.59
FUND 206 LIBRARY FUND					TOTAL:	1,685.59

PACKET: 05495 COMBINED - 9/21/21
 VENDOR SET: 01
 FUND : 209 BED & BOOZE FUND
 DEPARTMENT: 510 REC CENTER
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0251	RECREATION SUPPLY COMPA					
		I-436983	209-4510-434	MACHINERY/EQU ANTI-WAVE FORERUNNER/REC	000000	2,686.86
		I-436984	209-4510-434	MACHINERY/EQU FORERUNNER DROP SHIPPING/REC	000000	479.37
01-0418	BLACK HILLS PIONEER					
		I-71737, 71957	209-4510-423	PUBLISHING 71737 SPORTS PREVIEW/REC	000000	43.00
		I-71737, 71957	209-4510-423	PUBLISHING 71957 COMM SPONSOR PGS/REC	000000	12.50
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/2021	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	586.54
01-1558	ECOLAB PEST ELIMINATION					
		I-5297472	209-4510-422	PROFESSIONAL COCKROACH-RODENT PROG/REC	000000	94.05
01-2889	ATCO INTERNATIONAL					
		I-I0583960	209-4510-426	SUPPLIES SHINY-SS MAGIC/REC CENTER	000000	378.00
01-3877	MUTUAL OF OMAHA					
		I-001246059393	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	3.22
01-4261	IDENTISYS					
		I-539588	209-4510-426	SUPPLIES ISO CARD HID PROX COMPAT/REC	000000	616.21
01-4462	RAPID SPA					
		I-SAL35744-1	209-4510-426	SUPPLIES (2) FILTER 75 SF 15" CALDERA/R	000000	139.98
01-4625	FIB CREDIT CARDS					
		I-08/31/21 PUB BLDGS	209-4510-426	SUPPLIES SCRUB BRUSH/WEBSTAIRANT/REC	000000	53.40
01-4711	AMAZON CAPITAL SERVICES					
		I-1MWM-ND74-XJ6J	209-4510-426	SUPPLIES BLEACH 3 PACK/REC CENTER	000000	27.55
DEPARTMENT 510 REC CENTER					TOTAL:	5,120.68
FUND 209 BED & BOOZE FUND					TOTAL:	5,120.68

1/17/2021 11:05 AM
 PACKET: 05495 COMBINED - 9/21/21
 VENDOR SET: 01
 FUND : 215 HISTORIC PRESERVATION
 DEPARTMENT: N/A NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-09202021	215-3000-699	MISC REVENUE SD DEPT. OF REVENUE	000000	0.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						0.00
01-3060	QUIK SIGNS					
		I-34771	215-4572-235	VISITOR MGMT UTILITY WRAPS-MR WU WC VFW AM	000000	2,580.52
				DEPARTMENT 572	HP VISITOR MGMT AND INFORTOTAL:	2,580.52
01-0951	DEADWOOD ALIVE					
		I-1700-21	215-4573-345	HIST. INTERP. AUGUST 2021	000000	20,000.00
01-3584	FASSBENDER COLLECTION					
		I-090821	215-4573-385	HIST. INTERP. 2021 SUPPLEMENTAL FUNDING	000000	5,000.00
01-4625	FIB CREDIT CARDS					
		I-083121HP	215-4573-330	HIST. INTERP. SD/ND/MONTANA MAP	000000	27.42
				DEPARTMENT 573	HP HISTORIC INTERPRETATIOTOTAL:	25,027.42
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-387233	215-4576-600	PROFES. SERV. MANAGED FIREWALL - ANNUAL	000000	1,680.00
01-0776	ALBERTSON ENGINEERING,					
		I-16406	215-4576-600	PROFES. SERV. 8 JEFFERSON RETAINING WALL	000000	4,815.92
		I-16416	215-4576-600	PROFES. SERV. DAYS OF 76 CROWS NEST ADDITION	000000	1,035.92
		I-16417	215-4576-600	PROFES. SERV. DENVER AVE RECONSTRUCTION	000000	660.00
01-2394	GUNDERSON, PALMER, NELS					
		I-110911	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	1,635.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1THP-F6LM-HFTH	215-4576-630	PROFES. SERV. POSTCARDS FOR BLOCK CLUBS	000000	37.40
		I-1YMC-JW4M-X4RL	215-4576-630	PROFES. SERV. DOOR HANGERS - BLOCK CLUBS	000000	35.98
01-4779	AMERICAN LEGION EMBLEM					
		I-1745006A	215-4576-630	PROFES. SERV. AMER FLAGS FOR BLOCK CLUBS	000000	1,123.90
				DEPARTMENT 576	HP PROFESSIONAL SERVICES TOTAL:	11,024.12
01-0551	MENARD'S					
		I-10306	215-4577-735	CAPITAL ASSET 10' GUTTER ARPON-ROD GRDS UPDA	000000	348.00
01-1798	CHAINSAW CENTER/DAKOTA					

PACKET: 05495 COMBINED - 9/21/21
 VENDOR SET: 01
 FUND : 215 HISTORIC PRESERVATION
 DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1798	CHAINSAW CENTER/DAKOTA		continued			
		I-1087177	215-4577-735	CAPITAL ASSET BOOM LIFT-ROD GRNDS UPDATES	000000	1,150.25
01-4630	SANDER SANITATION SERVI					
		I-090121	215-4577-775	CAPITAL ASSET ROLL OFF FEES - 78 WILLIAMS	000000	475.00
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						1,973.25
01-0418	BLACK HILLS PIONEER					
		I-924 - 2021	215-4641-423	PUBLISHING NOTICE TO BID - 8 JEFFERSON RW	000000	28.28
01-0433	WELLMARK BLUE CROSS BLU					
		I-09/01/2021	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,263.48
01-3373	AMAZON WEB SERVICES					
		I-837994513	215-4641-428	UTILITIES WEB SERVICES 8/1/21-8/31/21	000000	203.92
01-3877	MUTUAL OF OMAHA					
		I-001246059393	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	1.83
01-4625	FIB CREDIT CARDS					
		I-083121HP	215-4641-426	SUPPLIES WATER GUY	000000	0.25
		I-083121HP	215-4641-426	SUPPLIES PIZZA FOR STAFF - HP	000000	45.06
01-4711	AMAZON CAPITAL SERVICES					
		C-11KK-MG1K-LMXT	215-4641-426	SUPPLIES RETURN FOR INV 1RRN-313N-P3H3	000000	379.00-
		I-1337-9GW3-HWRV	215-4641-434	MACHINERY/EQU TONNEAU COVER - HP TRUCK	000000	494.01
		I-1RRN-313N-P3H3	215-4641-426	SUPPLIES CAMERA - HP	000000	379.00
		I-1W46-VDD9-1H99	215-4641-426	SUPPLIES OFFICE SUPPLIES - HP/PZ	000000	76.79
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						6,113.62
FUND 215 HISTORIC PRESERVATION TOTAL:						46,718.93

PACKET: 05495 COMBINED - 9/21/21
 VENDOR SET: 01
 FUND : 216 REVOLVING LOAN
 DEPARTMENT: N/A NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT		
01-4782	SJOMELING, DAN & SHAUNN	I-090321	216-1310	DUE FROM OTHE 405 WILLIAMS SJOMELING	000000	599.22		
						599.22		
DEPARTMENT						NON-DEPARTMENTAL	TOTAL:	
01-1496	LAWRENCE CO. REGISTER O	I-082621	216-4653-960	CLOSING CO MORT SATISF HAVERBERG	000000	30.00		
		I-OE-0707-21	216-4653-960	CLOSING CO REC MORT POTTER	000000	60.00		
DEPARTMENT 653						REVOLVING LOAN	TOTAL:	
						90.00		
FUND						216	REVOLVING LOAN	TOTAL:
						689.22		

PACKET: 05495 COMBINED - 9/21/21

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-09/01/2021	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,672.38
01-0539	LEAD-DEADWOOD SANITARY	I-EQR AUGUST 2021	602-4330-422	PROFESSIONAL AUGUST WATER EQR	000000	34,962.39
01-0684	NORTHWEST PIPE FITTINGS	I-1358510	602-4330-426	SUPPLIES COMP UNION CPLGS-HD TOP BOX/WT	000000	110.68
		I-1362961	602-4330-426	SUPPLIES HIGH RISER-CURB BOX TAPT/WATER	000000	240.86
01-1798	CHAINSAW CENTER/DAKOTA	I-1088901	602-4330-425	REPAIRS MINI EXCAVATOR RENTAL/WATER	000000	519.25
01-3877	MUTUAL OF OMAHA	I-001246059393	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	19.72
01-4711	AMAZON CAPITAL SERVICES	I-16L4-JJHT-HVFF	602-4330-426	SUPPLIES CALENDARS/WATER	000000	24.89
01-4857	VERIZON CONNECT	I-328000020059	602-4330-422	PROFESSIONAL INTEGRAT SUBSC 6/30-8/31/21/WT	000000	76.66
DEPARTMENT 330 WATER						TOTAL: 40,626.83
FUND 602 WATER FUND						TOTAL: 40,626.83

PACKET: 05495 COMBINED - 9/21/21

VENDOR SET: 01

Section 4 Item a.

FUND : 603 SEWER FUND

DEPARTMENT: 325 SEWER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY					
		I-SEPT CONSUMPTION	603-4325-429	OTHER EXPENSE DAYS OF 76 MUSEUM	000000	413.40
		I-SEPT CONSUMPTION	603-4325-429	OTHER EXPENSE DEADWOOD HISTORY CENTER	000000	34.71
		I-SEPT CONSUMPTION	603-4325-429	OTHER EXPENSE GRANDSTAND-RODEO GROUNDS	000000	22.00
		I-SEPT CONSUMPTION	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-BASEBALL FIELDS	000000	76.70
		I-SEPT CONSUMPTION	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-TROLLEY BARN	000000	22.00
		I-SEPT CONSUMPTION	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-REC CENTER	000000	329.64
		I-SEPT CONSUMPTION	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-PUBLIC WORKS	000000	45.31
		I-SEPT CONSUMPTION	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-LIBRARY	000000	47.23
		I-SEPT CONSUMPTION	603-4325-429	OTHER EXPENSE DEADWOOD-CITY HALL	000000	41.65
		I-SEPT CONSUMPTION	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-GORDON PARK	000000	212.93
		I-SEPT CONSUMPTION	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-FIRE DEPT	000000	106.57
		I-SEPT CONSUMPTION	603-4325-429	OTHER EXPENSE PARKS SHOP - DEADWOOD	000000	32.23
		I-SEPT CONSUMPTION	603-4325-429	OTHER EXPENSE HOMESTAKE ADAMS RESEARCH CNTR	000000	22.00
		I-SEPT CONSUMPTION	603-4325-429	OTHER EXPENSE DEADWOOD - CITY - ADAMS MUSEUM	000000	168.60
		I-SEPT CONSUMPTION	603-4325-429	OTHER EXPENSE DEADWOOD - CITY - ADAMS HOUSE	000000	84.89
		I-SEPT CONSUMPTION	603-4325-429	OTHER EXPENSE WELCOME CENTER-DEADWOOD CITY	000000	83.37
		I-SEPT CONSUMPTION	603-4325-429	OTHER EXPENSE DEADWOOD GATEWAY PARK RESTRMS	000000	22.00
		I-SEPT CONSUMPTION	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-FERGUSON FIELD	000000	14.30
		I-SEPT CONSUMPTION	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-OUTLAW SQUARE	000000	46.36
		I-SEPT CONSUMPTION	603-4325-429	OTHER EXPENSE DEADWOOD-CITY-MT MORIAH	000000	25.10

DEPARTMENT 325 SEWER TOTAL: 1,850.99

FUND 603 SEWER FUND TOTAL: 1,850.99

PACKET: 05495 COMBINED - 9/21/21
 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
01-0213	TRUGREEN CHEM-LAWN					
		I-145366897	607-4580-422	PROFESSIONAL LAWN SERVICE - ST AMBROSE	000000	665.12
		I-145627887	607-4580-422	PROFESSIONAL LAWN SERVICE - MT MORIAH	000000	892.50
01-1484	MAC CONSTRUCTION CO., I					
		I-9832	607-4580-425	REPAIRS PROGRESS BILLING #3	000000	48,044.50
01-4487	DONARSKI LAWNCARE & LAN					
		I-15905	607-4580-422	PROFESSIONAL MOWING SERVICE - MT MORIAH	000000	1,575.00
		I-15905	607-4580-422	PROFESSIONAL MOWING SERVICE - ST AMBROSE	000000	1,230.30
DEPARTMENT 580 HISTORIC CEMETERIES					TOTAL:	52,407.42

FUND 607 HISTORIC CEMETERIES					TOTAL:	52,407.42

1/17/2021 11:05 AM
 PACKET: 05495 COMBINED - 9/21/21
 VENDOR SET: 01
 FUND : 610 PARKING/TRANSPORTATION
 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
01-4859	WILEY, TRACY	I-09/11/2021	610-3360-532	PARKING FINE REFUND PKG TKT - PD AT KIOSK	000000	25.00
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	25.00
01-0433	WELLMARK BLUE CROSS BLU	I-09/01/2021	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,851.51
01-0598	SUMMIT SIGNS AND SUPPLY	I-60088	610-4360-426	SUPPLIES STAGE RUN SIGNS/P&T	000000	554.00
01-3060	QUIK SIGNS	I-33787	610-4360-426	SUPPLIES 24X36-30X36 SIGNS/P&T	000000	314.17
		I-34531	610-4360-426	SUPPLIES (100) 3X6 TOP LAMIN OROCAL/P&T	000000	106.73
01-3156	BRANDON INDUSTRIES INC.	I-2003729-IN	610-4360-426	SUPPLIES STOP-TRAFFIC SIGNS TRIM/P&T	000000	492.00
01-3877	MUTUAL OF OMAHA	I-001246059393	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	14.23
01-4711	AMAZON CAPITAL SERVICES	I-1C9Q-4H46-MYJP	610-4360-426	SUPPLIES SELF INKING STAMP - P & T	000000	9.47
01-4766	IPS GROUP INC	I-INV63544	610-4360-422-02	PROFESSIONAL CC TRANSFEES-DATA FEE/P&T	000000	3,825.06
		I-INV63660	610-4360-426	SUPPLIES (40) PAPER ROLLS-FREIGHT/P&T	000000	1,197.25
			DEPARTMENT 360	PARKING/TRANSPORTATION	TOTAL:	9,364.42
01-0433	WELLMARK BLUE CROSS BLU	I-09/01/2021	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	588.04
01-0545	LYNN'S DAKOTA MART	I-002000680954	610-4361-426	SUPPLIES COFFEE-PURIFIED WATER/TROLLEY	000000	57.50
		I-002001291307	610-4361-426	SUPPLIES (8) 24 PACK BOTTLE WATER/TROLL	000000	23.92
01-1653	STURDEVANT'S AUTO PARTS	C-32-815700	610-4361-426	SUPPLIES TEST THERMOMETER/TROLLEY	000000	23.16-
		I-32-813735	610-4361-426	SUPPLIES TEST THERMOMETER-REFLECTOR/TRO	000000	37.09
		I-32-813741	610-4361-425	REPAIRS HZ BATTERY ASM-STOR/TROLLEY	000000	125.03
		I-32-814419	610-4361-426	SUPPLIES FLOOR DRI-REFLECTOR/TROLLEY	000000	17.13
		I-32-815118	610-4361-425	REPAIRS EXHAUST SYSTEM HAN/TROLLEY	000000	32.44
		I-32-815803	610-4361-425	REPAIRS EXHAUST CLAMP/TROLLEY	000000	16.28
01-3654	SPEARFISH AUTO SUPPLY	I-201887	610-4361-425	REPAIRS DISC BRAKE PAD/TROLLEY	000000	96.49

PACKET: 05495 COMBINED - 9/21/21

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
01-3654	SPEARFISH AUTO SUPPLY		continued			
		I-201927	610-4361-425	REPAIRS (4) ELBOW/TROLLEY	000000	144.44
		I-202048	610-4361-425	REPAIRS (2) DISC BRAKE PAD/TROLLEY	000000	96.49
		I-202455	610-4361-425	REPAIRS DISC BRAKE PAD/TROLLEY	000000	96.49
01-3877	MUTUAL OF OMAHA					
		I-001246059393	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	5.70
01-4036	SCOTT PETERSON MOTORS O					
		I-138098	610-4361-426	SUPPLIES SENSORE-HEGO/TROLLEY	000000	102.43
		I-138233	610-4361-425	REPAIRS UBOLT-REAR SPRING-BOLT/TROLLEY	000000	717.30
01-4317	VIGILANT BUSINESS SOLUT					
		I-210937	610-4361-422	PROFESSIONAL SCREENING	000000	303.00
01-4347	VERIZON CONNECT NWF, I					
		I-OSV000002540960	610-4361-422	PROFESSIONAL AUGUST DATA CONNECT SRVC/TROLL	000000	95.95
					DEPARTMENT 361 TROLLEY DEPARTMENT	TOTAL: 2,532.56
01-0429	BLACK HILLS ENERGY					
		I-POWER 08/27/21	610-4362-428	UTILITIES 20 WABASH ST LIGHTS	000000	27.50
					DEPARTMENT 362 BROADWAY GARAGE	TOTAL: 27.50
					FUND 610 PARKING/TRANSPORTATION	TOTAL: 11,949.48

PACKET: 05495 COMBINED - 9/21/21
 VENDOR SET: 01
 FUND : 722 SALES TAX AGENCY
 DEPARTMENT: N/A NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-09202021	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000	9,518.86
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 9,518.86
				FUND	722 SALES TAX AGENCY	TOTAL: 9,518.86

PACKET: 05495 COMBINED - 9/21/21

VENDOR SET: 01

Section 4 Item a.

FUND : 723 NICKEL SLOT PAYMENT AGNCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING					
		I-09152021	723-4000-429	OTHER CITY SLOTS - PYMT 3, YR 1	000000	29,829.55
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	29,829.55
				FUND 723 NICKEL SLOT PAYMENT AGNCY	TOTAL:	29,829.55
					REPORT GRAND TOTAL:	570,630.91

PROCLAMATION

WHEREAS: September 17, 2021, marks the 234rd anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention: and

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

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

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

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

NOW, THEREFORE, on the behalf of the City of Deadwood, I do hereby proclaim the week of September 17-23, 2021 as

‘CONSTITUTION WEEK’

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

DATED this 20th day of September, 2021

Mayor David Ruth Jr.



Recognizing September 19-25, 2021 as Responsible Gaming Education Week

WHEREAS, the Deadwood gaming industry is an important part of The City of Deadwood, having contributed greatly to Deadwood's economy and quality of life of our citizens by creating jobs, generating tax revenue to support historic preservation and restoration, and serving as a trusted community partner; and

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

WHEREAS, in 1998, the American Gaming Association established Responsible Gaming Education Week and since that time, the Deadwood Gaming Association has participated with the AGA to promote responsible gaming nationwide and in Deadwood and to educate employees and customers on the subject.

WHEREAS, Responsible Gaming Education Week 2021—from September 19 to September 25—brings together the gaming industry, advocacy groups, regulators, and other key stakeholders to promote transparency and gaming literacy.

NOW, THEREFORE, I, The Honorable David R. Ruth, Jr., Mayor of the City of Deadwood; do hereby proclaim September 19-25, 2021 as Responsible Gaming Education Week.

Given, this the 20th day of September 2021.

Mayor David R. Ruth, Jr.

PROCLAMATION

Whereas, a library card is the most essential school supply of all;

Whereas, libraries and librarians play a crucial role in the education and development of children;

Whereas, libraries offer a variety of programs to stimulate an interest in reading and learning;

Whereas, signing up for a library card is the first step on the path towards early literacy, academic achievement and lifelong learning;

Whereas, a library card gives students the tools that foster success in the classroom and beyond;

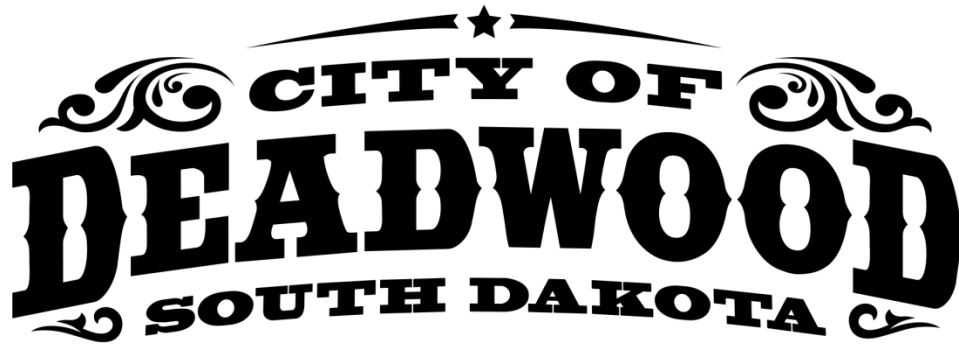
Whereas, librarians create welcoming and inclusive spaces for individuals of all backgrounds to learn together and engage with one another;

Whereas, a library card empowers all people to pursue their dreams and explore new passions and interests;

Whereas, libraries are constantly transforming and expanding services to meet the evolving needs of their communities;

Therefore, be it resolved that I, Dave Ruth Jr., Mayor proclaim September, Library Card Sign-up Month, in Deadwood, SD and encourage everyone to sign up for their own library card today.

Mayor, David Ruth Jr.



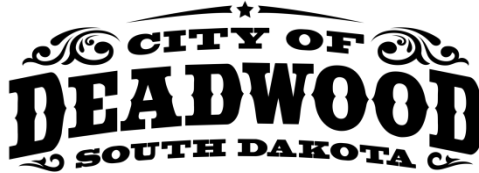
Event Complex Rental and Use Agreement

Event: PBR: Unleash the Beast Series

Date: Sept 25/26, 2021

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
767 Main Street
Deadwood, SD 57732
605-578-1876



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Professional Bull Riders

Contact Information:

Name of Applicant: _____

Business/Organization: Professional Bull Riders, LLC

Mailing Address: 101 W Riverwalk

City, State Zip: Pueblo, CO 81003

Business Phone: 719-242-2800 Cell Phone: _____

Email Address: Rseddon@PBR.com

Dates Event Complex requested:

Set up Date(s): Thursday/Friday – Sept 23-24 Hour(s): 7a-10p

Event Date(s): Sat/Sun – Sept 25-26 Hour(s): 4p-10p & 1p-5p

Clean-up Date(s): Monday – Sept 27 Hour(s): _____

Approximate number of people who will attend: 4,000 each performance dat

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: Professional Bull Riders: Unleash The Beast Series

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 : Badlands Security _____ Title: _____

Phone: _____ Representing: Security _____

Name: Cowboys of Belle Fourche Shriners _____ Title: _____

Phone: _____ Representing: Grandstand Janitorial ____

Name: Lead Deadwood Ambulance Service _____ Title: _____

Phone: _____ Representing: Medical / EMTs _____

Name: Dr. Rett _____ Title: _____

Phone: _____ Representing: Veterinarian _____

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

Rental Fees subject to change.

Damage Deposit (Refundable): \$500 minimum (no alcohol) or \$1,000 minimum(serving alcohol)

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Event Complex Facilities	\$2,500 ____	Key Deposit	\$100 ____
Parking Lots	\$2,500 ____	Cleaning/Damage Deposit	\$1,000 ____
Baseball Fields	\$ ____		
Total Fees	\$5,000 ____	Total Deposits	\$1,100 ____

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:

Date Fees Received: _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____



CITY OF DEADWOOD
 102 SHERMAN ST
 DEADWOOD, SD 57732

ENTERED
8/10/21
Streets
434

Statement Date	09/13/2021
Account Number	C21825-2

Reference No.	52999
Loan Number	M026927

Customer service: 701-298-1700

Written correspondence
 Butler Machinery Company
 PO Box 9559
 Fargo, ND 58106

Payment Due Date	Interest Rate	Instatement Amount Due	Past Due Amount	Late Fees	Paid Ahead Amount	TOTAL AMOUNT DUE
10/01/2021	3.60000	20,558.83	0.00	0.00	0.00	\$20,558.83

Summary of Loan Activity

Date of Last Activity	Amount Received	Applied to Interest	Applied to Principal	Applied to Late Fees	Other Fees	PRINCIPAL BALANCE AS OF 09/13/2021
09/28/2020	20,558.83	7,186.92	13,371.91	0.00	0.00	\$186,813.09

As of 09/13/2021, the payoff was \$193,261.98. Payoff changes daily. Please call Customer Service for current loan payoff amount.

Loan Collateral	Schedule Loan End Date
2019 CAT 140-13A AWD N9500265	10/01/2024

Please send lower portion with payment. Do not send cash.

Payment Due Date	TOTAL AMOUNT DUE	Account Number	Reference No.	Loan Number
10/01/2021	\$20,558.83	C21825-2	52999	M026927

\$

Make your check payable to:
 Butler Machinery Company

CITY OF DEADWOOD
 102 SHERMAN ST
 DEADWOOD, SD 57732

Butler Machinery Company
 PO Box 9559
 Fargo, ND 58106



CITY OF DEADWOOD
102 SHERMAN ST
DEADWOOD, SD 57732

*Streets
434
B/W*

Statement Date	09/13/2021
Account Number	C21825-1

Reference No	52998
Loan Number	M026599

Customer service: 701-298-1700

Written correspondence
Butler Machinery Company
PO Box 9559
Fargo, ND 58106

Payment Due Date	Interest Rate	Installment Amount Due	Past Due Amount	Late Fees	Paid Ahead Amount	TOTAL AMOUNT DUE
10/01/2021	3.60000	18,520.79	0.00	0.00	0.00	\$18,520.79

Summary of Loan Activity

Date of Last Activity	Amount Received	Applied to Interest	Applied to Principal	Applied to Late Fees	Other Fees	PRINCIPAL BALANCE AS OF 09/13/2021
09/28/2020	18,520.79	7,069.21	11,451.58	0.00	0.00	\$185,454.85

As of 09/13/2021, the payoff was \$191,856.85. Payoff changes daily. Please call Customer Service for current loan payoff amount.

Loan Collateral	Schedule Loan End Date
2019 CAT 140-13A AWD N9500258	10/01/2024

Please send lower portion with payment. Do not send cash.

Payment Due Date	TOTAL AMOUNT DUE	Account Number	Reference No.	Loan Number
10/01/2021	\$18,520.79	C21825-1	52998	M026599

\$

Make your check payable to:
Butler Machinery Company

CITY OF DEADWOOD
102 SHERMAN ST
DEADWOOD, SD 57732

Butler Machinery Company
PO Box 9559
Fargo, ND 58106

**NOTICE OF PUBLIC HEARING
FOR PBR UNLEASH THE BEAST EVENT**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held September 20, 2021 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container:

Saturday, September 25 from 2:00 p.m. to 10:00 p.m. and Sunday September 26, 2021 from noon to 6:00 p.m.

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

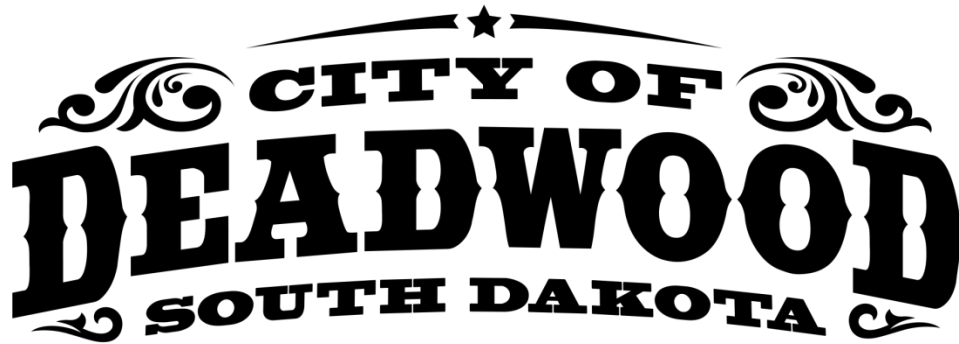
Dated this 7th day of September 2021.

CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Publish: B.H. Pioneer: September 9, 2021

For any public notice that is published one time:
Published once at the total approximate cost of _____.



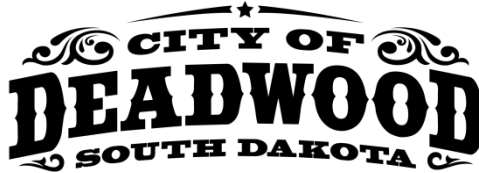
Event Complex Rental and Use Agreement

Event: PBR: Unleash the Beast Series

Date: Sept 25/26, 2021

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
767 Main Street
Deadwood, SD 57732
605-578-1876



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Professional Bull Riders

Contact Information:

Name of Applicant: _____

Business/Organization: Professional Bull Riders, LLC

Mailing Address: 101 W Riverwalk

City, State Zip: Pueblo, CO 81003

Business Phone: 719-242-2800 Cell Phone: _____

Email Address: Rseddon@PBR.com

Dates Event Complex requested:

Set up Date(s): Thursday/Friday – Sept 23-24 Hour(s): 7a-10p

Event Date(s): Sat/Sun – Sept 25-26 Hour(s): 4p-10p & 1p-5p

Clean-up Date(s): Monday – Sept 27 Hour(s): _____

Approximate number of people who will attend: 4,000 each performance dat

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: Professional Bull Riders: Unleash The Beast Series

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 : Badlands Security _____ Title: _____

Phone: _____ Representing: Security _____

Name: Cowboys of Belle Fourche Shriners _____ Title: _____

Phone: _____ Representing: Grandstand Janitorial ____

Name: Lead Deadwood Ambulance Service _____ Title: _____

Phone: _____ Representing: Medical / EMTs _____

Name: Dr. Rett _____ Title: _____

Phone: _____ Representing: Veterinarian _____

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

Rental Fees subject to change.

Damage Deposit (Refundable): \$500 minimum (no alcohol) or \$1,000 minimum(serving alcohol)

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Event Complex Facilities	\$2,500 ____	Key Deposit	\$100 ____
Parking Lots	\$2,500 ____	Cleaning/Damage Deposit	\$1,000 ____
Baseball Fields	\$ ____		
Total Fees	\$5,000 ____	Total Deposits	\$1,100 ____

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:

Date Fees Received: _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

**NOTICE OF PUBLIC HEARING
APPLICATION FOR
RETAIL (ON-OFF SALE) MALT BEVERAGE LICENSE**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held September 20, 2021 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 1:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

1 – Retail (on-off sale) Malt Beverage & SD Farm Wine:

Historic Deadwood Convention Facility LLC dba Wooden Nickel Iron Horse Inn Martin-Mason Hotel, Lee Street, Deadwood Street, Lots 1 through 7, a portion N1/2 Lots 8, 9, 10 and Tract A the southern 100” of Lots 8, 9, 10 and all of Lots 11 and 12 Block 28 City of Deadwood, Lawrence County, South Dakota. Full legal description is on file in the Finance office.

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

Dated this 7th day of September, 2021

CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Publish: B.H. Pioneer – September 9, 2021

For any public notice that is published one time:

Published once at the total approximate cost of _____.

**NOTICE OF PUBLIC HEARING
EXTENDING ZONE 2**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held September 20, 2021 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Zone 2:

Extend Zone 2 to include 93 Sherman Steet. Currently stops at 83 Sherman Street.

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

Dated this 7th day of September, 2021

CITY OF DEADWOOD

Jessicca McKeown, Finance Officer

Publish BH Pioneer: September 9, 2021

For any public notice that is published one time:

**ORDINANCE NUMBER 1330
SUPPLEMENTAL BUDGET APPROPRIATION #2 FOR 2021**

Section 1. To provide for the following expenditures there is hereby appropriated to the specified fund accounts following sums from funds not otherwise appropriated for the year 2021:

FUND 0215 HISTORIC PRESERVATION

Expense:	HP Revolving Loan Program	\$1,000,000.00
Source of Revenue:	Transfer from Reserves	\$1,000,000.00

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

CITY OF DEADWOOD

David R. Ruth Jr. Mayor

ATTEST: Jessica McKeown, Finance Officer

First Reading: September 7, 2021
 Second Reading: September 20, 2021
 Published: September 23, 2021
 Effective: September 23, 2021

CITY OF DEADWOOD ORDINANCE NUMBER #1331																			
AN ORDINANCE PROVIDING FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022 AND LEVYING PROPERTY TAX FOR 2021																			
BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, SOUTH DAKOTA																			
Section 1. That the following sums of money are appropriated and taxes levied upon all taxable property within the City of Deadwood for the purposes of providing funds to meet all lawful expenses and liabilities for the fiscal year ending December 31, 2022																			
		General Fund	Library Fund	Bed and Booze	Bus Imp Dist. 9	Bus Imp Dist. 8	Bus Imp Dist. 1-6	Bus Imp Dist 7	Hist. Pres. Fund	Revolving Loan Fund	Debt S. Lodge-Dwd	TIF #10	Debt S. Optima LLC	Debt Serv. Dwd Stage	Water Fund	Sewer Fund	Mt Moriah	Parking & Transport.	TOTAL
		101	206	209	211	212	213	214	215	216	561	719	721	725	602	603	607	610	
	410 GENERAL GOVT																		
411.1	Legislative	351,820																	351,820
413.1	Elections	1,300																	1,300
414.1	Attorney	50,000																	50,000
414.2	Finance	366,850																	366,850
419.2	Public Buildings	1,121,013													-				1,121,013
419.3	Computer Network	117,401																	117,401
	420 PUBLIC SAFETY																		
421.0	Police	1,800,337																	1,800,337
421.1	DARE	1,500																	
422.1	Fire	742,231																	742,231
423.2	Bldg Inspection	112,369																	112,369
	430 PUBLIC WORKS																		76,539
431.0	Streets	1,671,758																	1,671,758
432.0	Waste Disp.	161,829																	161,829
433.0	Water														899,500	40,000			939,500
436.0	Parking/Transportation																		1,376,961
437.0	Cemetery	34,000																178,455	212,455
451.0	Recreation Center	-		429,117															429,117
441.2	Animal Control	8,500																	8,500
	450 CULTURE/RECREATION																		
452.0	Parks	875,923																	875,923
452.1	Parks-FEMA	-																	
455.0	Library		155,571																155,571
457.1	Historic Pres.-Dept								473,480										473,480
457.2	Historic Pres.-Visitor Mgmt								799,000										799,000
457.3	Historic Pres-Interpreta.								608,850										608,850
457.5	Historic Pres-Grant/Loan								669,500										669,500
457.6	Historic Pres-Profess. Service								158,000										158,000
457.7	Historic Pres.-Buildings								775,000										775,000
	460 DEVELOPMENT																		
463.0	Business Improvem. Dist.				225,000	400,000	425,000	500,000											1,550,000
464.0	Planning/Zoning	142,843																	142,843
465.1	Dwd Improvement									813,100									813,100
465.3	City Promotion			338,525															338,525
	470 DEBT REDUCTION																		
470	Debt Reduction	-							1,193,000		400,836	260,000	135,971	131,577					2,121,384
	Budgeted for Operations and Debt Service	7,559,674	155,571	767,642	225,000	400,000	425,000	500,000	4,676,830	813,100	400,836	260,000	135,971	131,577	899,500	40,000	178,455	1,453,500	19,022,656
	510 FINANCING USES																		
511	Operating Transfer Out	62,174		82,358					2,223,170						-				2,367,702
		7,621,848	155,571	850,000	225,000	400,000	425,000	500,000	6,900,000	813,100	400,836	260,000	135,971	131,577	899,500	40,000	178,455	1,453,500	21,390,358

ORDINANCE NUMBER #1331																			
2022 APPROPRIATION ORDINANCE																			
		General	Library	Bed and Booze	Bus Imp Dist. 9	Bus Imp Dist. 8	Bus Imp Dist. 1-6	Bus Imp Dist 7	Hist. Pres.	Revolving Loan	Debt Serv. Lodge Dwd	TIF #10	Debt S. Optima LLC	TIF Stage Run	Water	Sewer	Mt Moriah	Park Meter/Trolley	TOTAL
		101	206	209	211	212	213	214	215	216	561	719	721	725	602	603	607	610	
Designated Fund Balance		1,268,722	-	-			-	-	-	-	-				92,850	(33,000)	50,000	-	1,378,572
310	Taxes	4,137,957		705,000	225,000	400,000	425,000	500,000			400,836	260,000	135,971	131,577					7,321,341
320	License/Permits	151,275					-												151,275
330	Intergovernmental Services	353,500	82,621						6,900,000										7,336,121
340	Charges for Goods/Services	156,640	-	145,000						73,100							118,500	-	493,240
350	Fines/Forfeitures	-	3,000															-	3,000
360	Miscellaneous Revenue	157,040	-	-			-	-	-			-			-		9,955	-	166,995
380	Operating Revenue	2,000					-								806,650	73,000	-	1,403,500	2,285,150
		6,227,134	85,621	850,000	225,000	400,000	425,000	500,000	6,900,000	73,100	400,836	260,000	135,971	131,577	899,500	40,000	178,455	1,403,500	19,135,694
390	Other Sources-Transfers	1,394,714	69,950							740,000								50,000	2,254,664
Total Means of Finance		7,621,848	155,571	850,000	225,000	400,000	425,000	500,000	6,900,000	813,100	400,836	260,000	135,971	131,577	899,500	40,000	178,455	1,453,500	21,390,358
Section 3 and 4.																			
The Finance Officer is directed to certify the following dollar amount of tax levies made in this Ordinance to the County Auditor: General Fund \$1,185,457 for general purposes.																			
No interest and debt service fund will be paid from the tax levy.																			
CITY OF DEADWOOD										ATTEST:									
David Ruth, Jr., Mayor										Jessica McKeown, Finance Officer									
First Reading:		09/07/2021																	
Second Reading:		09/20/2021																	
Published:		09/23/2021																	
Adopted:		09/23/2021																	



Invoice

2108-0411-5164
2021-09-07

Extreme Foundation Repair & Concrete Lifting
PO Box 311
Rapid City SD 57709
Rapid City SD 57703
extremespraypros@gmail.com
605-877-5381 Doug or 605-877-5976 Gavin

City Of Deadwood - Robert Nelson
68 Sherman St
Deadwood SD 57732
bobjr@cityofdeadwood.com
605-641-7733

Sidewalk in front of the Post Office
68 Sherman St, Deadwood, SD, 57732

<i>Description</i>	<i>Unit Price</i>	<i>Quantity</i>	<i>Total</i>
<u>68 Sherman Post Office</u> We purpose to lift the sidewalk up to the curb in front of the Post Office On Sherman st side \$1060-\$1510 Depends on how big the void is under the concrete	\$1,510.00	1.00	\$1,510.00
<u>Corner of Sherman & Pine St sidewalk lift up to curb</u> We purpose to lift the sidewalk up to the curb on the corner of Sherman & Pine St 8x45 \$1900-\$2750 Depending on how big the void is under the concrete	\$2,750.00	1.00	\$2,750.00
<u>post office extra foam</u> The total foam estimated was 213lbs high range \$4260 We used 370lbs 157lbs extra total price \$7400 we will discount the foam \$3140 and just leave it at \$5180 saving you \$2368.00	\$3,140.00	1.00	\$3,140.00

We purpose to lift the sidewalk up to the curb in front of the sidewalk	<i>Subtotal</i>	\$7,400.00
	<i>Tax</i>	\$148.00
	<i>Total</i>	\$7,548.00
	<i>Paid</i>	\$2,368.00
	<i>Due</i>	\$5,180.00

Due upon completion. Overdue invoices are subject to late charges. A reminder notice will be sent at 10 days past invoice date. With a letter sent at 30 days if not paid.

Acceptable forms of payment: Cash, Check: Mail to the address at the top of this invoice.

Invoicing & Payment. Extreme Foundation Repair & Concrete Lifting shall invoice Client upon completion of the Work. Client shall pay invoice when job is completed.

If client fails to pay on time and Extreme Foundation Repair & Concrete Lifting refers your account(s) to a third party for collection, Extreme Foundation Repair & Concrete Lifting will charge all costs associated with the non-payment, including but not limited to, accumulated late fees, return check fees (\$90.00), insufficient funds fees, collection agency fees, and court and attorney costs. Extreme Foundation Repair &

Concrete Lifting will try in every attempt to collect in house, but if all attempts are failed Extreme Foundation Repair & Concrete Lifting will refer account to a third party collection, in this event correspondents and/or payments must be made through the collection agency.

Section 10 Item c.

Thank you for your business and please remember us for all your project needs!











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Truck Financial

September 7, 2021

BOB NELSON, JR.
CITY OF DEADWOOD, SD
102 SHERMAN ST.
DEADWOOD, South Dakota 57732

RE: EQUIPMENT SCHEDULE NO. 801-3209995-000 DATED SEPTEMBER 7, 2021 TO MASTER INSTALLMENT PURCHASE AGREEMENT NO. 3209995 DATED SEPTEMBER 7, 2021 BY AND BETWEEN THE CITY OF DEADWOOD, SD ("BORROWER") AND MERCEDES-BENZ FINANCIAL SERVICES USA LLC ("LENDER")

Dear BOB NELSON, JR.,

Enclosed please find the following documents to be completed and executed on behalf of the Borrower:

1. **Master Installment Purchase Agreement 3209995** – Complete and have the authorized signer sign where indicated;
2. **Exhibit A – Equipment Schedule No. 801-3209995-000** – Complete and have the authorized signer sign where indicated;
3. **Exhibit 1 – Equipment Description** – complete equipment locations;
4. **Exhibit A-1 – Installment Payment Schedule** - Complete and have the authorized signer sign where indicated;
5. **Exhibit B – Final Acceptance Certificate** - Completed and have the authorize signer sign where indicated;
6. **Exhibit C – Opinion of Borrower's Counsel** – INTENTIONALLY DELETED;
7. **Exhibit D - Acceptance of Installment Obligation** – Have the authorized signer sign where indicated;
8. **Insurance Coverage Requirements** – Complete and have the authorized signer sign where indicate; ***Please note that we will need complete proof of insurance coverage prior to paying the dealer;**
9. **Certificate of Signature Authority of Borrower** - Insert the names, titles and signatures of those individuals authorized to execute the documents. Have the Certificate executed by the Secretary/Clerk where indicated;
10. **Payment Instructions** – complete and have the authorized signer signed where indicated;
11. **Bank Qualified Designation Certificate:** Please check the appropriate box and sign where indicated;
12. **Essential Use Letter** – Have the letter retyped onto the Borrower's letterhead and have the authorized signer sign where indicated;
13. **Acknowledgement of Board Approval and Board Meeting Minutes**– Provide me with the original Acknowledgment of Board Approval approving the financing of this transaction;
14. **IRS form 8038-G Information Return:** Please use the attached form and the attached instructions, including the instructions on where and when to file this information return, based on the lease's issue date. In order to complete the form you will need the following factual information: Part I, #8, Issue Name: **Equipment Schedule No. 801-3209995-000 Dated September 7, 2021 to MIPA No. 3209995 Dated September 7, 2021** the date of issue (or issue date) is **September 7, 2021**, the final maturity date is **September 7, 2027**, the issue price is **\$148,005.00**, the weighted average maturity is **6** years, and the yield (or tax-exempt rate) is **3.835%**. Please submit the completed form 8038-G to the IRS according to the filing instructions;
15. **Invoices** – Include the dealer invoices with the documents; **WILL BE PROVIDED BY DEALER;**
16. **MSO - MSO (front & back) and Application for Titles** showing **BANK OF AMERICA, NATIONAL ASSOCIATION AND ITS ASSIGNS, P.O. BOX 1943, CHICAGO, IL 60690-1943, as 1st Lien.** and; **WILL BE PROVIDED BY DEALER;**

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17. **Sales and Use Tax Exemption Certificate** – Please provide Exemption Certificate if you are exempt from Sales and Use Tax; and
18. **Notice of Asslgnment** – no signature required

Please note that your first Installment payment is due on the day of funding (Invoice enclosed). You can forward this check back to me along with the original executed documents via Federal Express at the address below. Please e-mail me a PDF copy of the executed documents, prior to overnighting the documents.

Katherine M. Graiber
c/o - BAPCC, LLC,
Servicing Agent for Mercedes-Benz Financial Services USA LLC
540 W. MADIOSN ST.
Mail Stop IL4-540-22-30
Chicago, IL 60661 Phone: (312) 828-7591
katherine.graiber@bofa.com

Please be aware that the rate of 3.835% will expire on September 20, 2021. However, I will need to have all the executed documents back as soon as possible to prepare for funding.

Should you have and questions, or require additional information, please do not hesitate to call me (312) 828-7591. Thank you for your assistance.

Very truly yours,

BAPCC, LLC

Servicing Agent for Mercedes-Benz Financial Services USA LLC

Katherine M. Graiber
Coordinator

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MASTER INSTALLMENT PURCHASE AGREEMENT

This Master Installment Purchase Agreement No. **3209995** is dated as of **September 7, 2021** ("Master Agreement"), and entered into by and between **Mercedes-Benz Financial Services USA LLC**, a Delaware limited liability company ("Lender"), and **CITY OF DEADWOOD, SD**, a body corporate and politic existing under the laws of the State of **South Dakota** ("Borrower").

1. Agreement. Borrower agrees to finance with Lender its installment purchase of certain "Equipment" as described in each Equipment Schedule (in substantially the form attached hereto as Exhibit A), which together with an Installment Payment Schedule (in substantially the form attached to such Equipment Schedule as Exhibit A-1) constitute a "Schedule", subject to the terms and conditions of and for the purposes set forth in the related Contract. Trucks, buses, other motor vehicles and other items of equipment and personal property may be financed under this Master Agreement from time to time by execution of individual Schedules by the parties hereto and as otherwise provided herein. Each Schedule and the terms and provisions of this Master Agreement (which includes all exhibits hereto, together with any amendments and modifications pursuant hereto) that are incorporated by reference into such Schedule shall constitute a separate and independent contract and installment purchase of the Equipment therein described and are referred to herein as a "Contract". In the event of any conflict in terms between a Schedule and this Master Agreement, the terms of the Schedule shall control in the interpretation of the Contract created thereby.

2. Term. The "Commencement Date" for each Contract is the date when interest commences to accrue under such Contract which date shall be the earlier of (a) the first date on which the Equipment listed in such Contract is accepted by Borrower in the manner described in Section 11 and the Funding Conditions under Section 8 with respect to such Contract have been satisfied, or (b) the first date on which the Funding Conditions under Section 8 with respect to such Contract have been satisfied and sufficient monies to purchase the Equipment listed in such Contract are deposited for that purpose into an Escrow Fund with an escrow agent as provided in Section 11, or (c) the date sufficient monies are set aside for acquisition of Equipment as evidenced in Exhibit D, if applicable. The "Contract Term" for each Contract means the Original Term and all Renewal Terms therein provided and for this Master Agreement means the period from the date hereof until termination of all Contracts thereunder. The "Original Term" means, with respect to a Contract, the period from the Commencement Date for such Contract until the end of Borrower's fiscal year or biennium, as the case may be (the "Fiscal Period") in effect at such Commencement Date. The "Renewal Term" for each Contract means each successive term having a duration that is coextensive with the Fiscal Period.

3. Representations and Covenants of Borrower. Borrower represents, covenants and warrants for the benefit of Lender on the date hereof and as of the Commencement Date of each Contract as follows: (a) Borrower is a public body corporate and politic duly organized and existing under the constitution and laws of the State where Borrower is located ("State") with full power and authority under the constitution and laws of the State to enter into this Master Agreement and each Contract and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder; (b) Borrower has duly authorized the execution and delivery of this Master Agreement and each Contract by proper action of its governing body at a meeting duly called and held in accordance with State law, or by other appropriate official approval, and all requirements have been met and procedures have occurred to ensure the validity and enforceability of this Master Agreement and each Contract; (c) Borrower will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic; (d) Borrower has complied with such public bidding requirements as may be applicable to this Master Agreement and each Contract and the acquisition by Borrower of the Equipment as provided in each Contract; (e) during the Contract Term, the Equipment will be used by Borrower solely and exclusively for the purpose of performing essential governmental or proprietary functions of Borrower consistent with the permissible scope of Borrower's authority; (f) within 210 days after the end of each Fiscal Period, Borrower will provide Lender with a copy of its audited financial statements for such Fiscal Period, budgets and proof of appropriation for the ensuing Fiscal Period, and such other financial information relating to the ability of Borrower to continue each Contract as may be requested by Lender; (g) Borrower has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule; and (h) during the last ten years prior to the Commencement Date of the applicable Contract, Borrower's governing body has not failed (for whatever reason) to appropriate amounts sufficient to pay its obligations that are subject to termination or non-renewal for failure to appropriate funds.

4. Tax Covenants and Representations; Tax Indemnity. Borrower agrees that it will not take any action that would cause the interest portion of Installment Payments under any Contract to be or to become ineligible

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for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action which omission would cause the interest portion of Installment Payments under a Contract to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes. Borrower agrees to (a) complete and file in a timely manner an information reporting return with respect to each Contract as required by the Internal Revenue Code of 1986, as amended ("Tax Code"); (b) rebate an amount equal to excess earnings on any escrow or other fund created with respect to a Contract to the federal government if required by, and in accordance with, Section 148(f) of the Tax Code, and make the determinations and maintain the records required by the Tax Code; and (c) so long as any Installment Payments under a Contract remain unpaid, moneys on deposit in any Escrow Fund created with respect to a Contract as provided in Section 11 will not be used in a manner that will cause such Contract to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Tax Code.

Borrower represents to Lender on the date hereof and as of the Commencement Date of each Contract that (i) Borrower has a substantial amount of the power to tax, the power of eminent domain or police power under applicable State law; (ii) neither Borrower nor any agency or unit of Borrower has on hand any property, including cash and securities, that is legally required or otherwise restricted (no matter where held or the source thereof) to be used directly or indirectly to purchase the Equipment under the related Contract; (iii) Borrower has not and will not establish any funds or accounts (no matter where held or the source thereof) the use of which is legally required or otherwise restricted to pay directly or indirectly Installment Payments under a Contract; (iv) Borrower does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the conclusion of the Contract Term of the related Contract; (v) the payment of the Installment Payments or any portion thereof under each Contract is not (under the terms of this Master Agreement or any Contract) directly or indirectly (A) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property or (B) on a present value basis, derived from payments (whether or not to Borrower) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit; (vi) the Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local government unit; (vii) no portion of the purchase price for the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Borrower; (viii) Borrower has not entered into any management or other service contract with respect to the use and operation of the Equipment; (ix) Borrower has entered into, or will enter into, each Contract for the purpose of purchasing and acquiring the Equipment and not for the purpose of refinancing any outstanding obligation of Borrower more than 90 days in advance of its payment or prepayment date; and (x) the purchase price for the Equipment has been or will be paid directly by Lender to the supplier thereof, and no portion of the purchase price for the Equipment has been or will be paid to Borrower as reimbursement for any expenditures paid by Borrower more than 60 days prior to the Commencement Date of the applicable Contract or, if earlier, more than 60 days prior to any official action taken to evidence an intent to finance the Equipment on a federally tax-exempt basis.

If Borrower takes any action or fails to take any action (including, without limitation, breaching any covenant contained in this Section 4), or makes any misrepresentation herein or in any certificate or document required to be given in connection with this Master Agreement or any Contract, in any case which causes or results in the interest portion of Installment Payments under such Contract to be or become includible in gross income of the owner or owners thereof for federal income tax purposes, Borrower agrees to pay (subject to Section 7) promptly after any such determination of taxability and on each Installment Payment due date thereafter to Lender an additional amount determined by Lender to compensate such owner or owners for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error).

Lender and Borrower intend that each Contract constitute a "conditional sale" for federal income tax purposes and, therefore, Lender and Borrower intend that Borrower be considered the owner of the Equipment under each Contract for federal income tax purposes.

5. Financing Installment Purchase of Equipment. Upon satisfaction of the Funding Conditions set forth in Section 8 with respect to a Contract and execution and delivery of such Contract, Lender advances funds to provide for, and Borrower borrows funds from Lender to finance, Borrower's installment purchase and acquisition of the Equipment in accordance with the terms thereof. The Contract Term for each Contract may be continued, solely at the option of Borrower, at the end of its Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Contract Term set forth in such Contract. At the end of the Original Term and at the end of each Renewal Term the Contract Term shall be automatically extended upon the successive

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appropriation by Borrower's governing body of amounts sufficient to pay Installment Payments and other amounts payable under the related Contract during the next succeeding Fiscal Period until all Installment Payments payable under such Contract have been paid in full, unless Borrower shall have terminated such Contract pursuant to Section 7 or Section 22. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Installment Payments shall be as provided in the applicable Contract.

6. Continuation of Contract Term. Borrower currently intends, subject to Section 7, to continue the Contract Term of each Contract through its Original Term and all of its Renewal Terms and to pay the Installment Payments and other amounts thereunder. Borrower reasonably believes that legally available funds in an amount sufficient to make all Installment Payments and other payments during the maximum Contract Term of each Contract can be obtained. Borrower currently intends to do all things lawfully within its power to obtain and maintain funds from which the Installment Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the applicable Schedule for any Renewal Term is within the discretion of the governing body of Borrower.

7. Non-appropriation. Borrower is obligated only to pay such Installment Payments and other amounts under each Contract as may lawfully be made from funds budgeted and appropriated for that purpose. If Borrower's governing body fails to appropriate sufficient funds in any Fiscal Period to pay Installment Payments and other amounts when due under any Contract during the next succeeding Fiscal Period (a "Event of Non-Appropriation"), then (a) Borrower shall deliver written notice to Lender of such Event of Non-Appropriation at least 30 days prior to the end of the then current Fiscal Period, but failure to deliver such notice shall not extend the Contract Term; (b) on or before the Return Date, Borrower shall cease use of the Equipment covered by the affected Contract and peaceably remove and deliver all (but not less than all) of such Equipment to Lender, at Borrower's expense (from legally available funds) at the location(s) in the United States to be specified by Lender and in the condition required by Section 13; and (c) the affected Contract shall terminate on the Return Date without penalty or expense to Borrower, *provided* that Borrower shall pay all Installment Payments and other amounts payable under the affected Contract for which funds shall have been appropriated, and *provided further* that Borrower shall pay month-to-month rent at the rate set forth in the affected Contract for each month or part thereof that Borrower fails to return the Equipment under the affected Contract as provided in this Section 7. "Return Date" means the last day of the Fiscal Period for which appropriations were made for the Installment Payments due under a Contract.

8. Conditions to Lender's Performance. This Master Agreement is not a commitment by Lender or Borrower to enter into any Contract not currently in effect, and nothing in this Master Agreement is intended or shall be construed to impose any obligation upon Lender or Borrower to enter into any proposed Contract, it being understood that whether Lender or Borrower enters into any proposed Contract shall be a decision solely within their respective discretion. Lender shall have no obligation to pay the purchase price for Equipment to a supplier or deposit any amount into an Escrow Fund as provided in Section 11 unless all reasonable conditions established by Lender ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Borrower has signed and delivered to Lender the Schedule and the related Escrow Agreement (if applicable); (b) no Event of Default or Event of Non-Appropriation shall have occurred and be continuing under any Contract; (c) no material adverse change shall have occurred in the financial condition of Borrower since the date of this Master Agreement; (d) the Equipment to be described in such Schedule is reasonably satisfactory to Lender and is free and clear of any security interests, liens or other encumbrances (except the security interest provided in this Master Agreement to secure Borrower's obligations to Lender under the related Contract); (e) all representations of Borrower in each Contract remain true, accurate and complete; and (f) Lender has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lender: (1) evidence of insurance coverage or self-insurance required by Section 17; (2) an opinion of Borrower's counsel in substantially the form attached as Exhibit C hereto; (3) if any items of Equipment are motor vehicles, properly completed certificates of title or certificates of origin (or applications therefor) for such vehicles and noting Lender's interest thereon; (4) for Equipment other than motor vehicles, such Uniform Commercial Code financing statements as Lender may require; (5) copies of resolutions by Borrower's governing body duly authorizing the Contract and incumbency certificates for the person(s) who will sign the Contract; (6) such documents, opinions and certificates as Lender may request relating to federal tax-exemption of the interest portion of Installment Payments payable under the Contract, including (without limitation) IRS Form 8038-G or 8038-GC and evidence of the adoption of a reimbursement resolution or other official action in the event that Borrower is to be reimbursed for expenditures that it has paid more than sixty days prior to the date on which the Funding Conditions are satisfied; (7) if applicable, a certificate

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of an authorized official of Borrower designating the Contract as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Tax Code; and (8) such other documents and information previously identified by Lender or otherwise reasonably requested by Lender.

Borrower shall cooperate with Lender in Lender's review of any proposed Contract. Without limiting the foregoing, Borrower will provide Lender with any documentation or information Lender may request in connection with Lender's review of any proposed Contract. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Borrower and other matters related to Borrower. Credit information relating to Borrower may be disseminated among Lender and any of its successors and assigns.

9. Installment Payments. Borrower shall promptly pay "Installment Payments" as described in Exhibit A-1 to each Contract, in lawful money of the United States of America, to Lender on the dates and in such amounts as provided in each Contract. Borrower shall pay Lender a charge on any Installment Payment not paid on the date such payment is due at the rate of 12% per annum or the maximum rate permitted by law, whichever is less, from such date until paid. Installment Payments consist of principal and interest portions as more fully detailed on the Schedule for each Contract. Lender and Borrower understand and intend that the obligation of Borrower to pay Installment Payments under each Contract shall constitute a current expense of Borrower payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Borrower in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Borrower, nor shall anything contained in this Master Agreement or in a Contract constitute a pledge of the general tax revenues, funds or monies of Borrower.

10. INSTALLMENT PAYMENTS TO BE UNCONDITIONAL. EXCEPT AS PROVIDED IN SECTION 7, THE OBLIGATIONS OF BORROWER TO MAKE INSTALLMENT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, DISPUTES WITH ANY SUPPLIER OR VENDOR OF ANY EQUIPMENT OR LENDER, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE EQUIPMENT OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES.

11. Delivery and Acceptance by Borrower Borrower shall order the Equipment to be subject to a Contract, cause such Equipment to be delivered and installed at the location specified in such Contract, and pay any and all delivery, installation and other costs in connection therewith. When the Equipment listed in any Contract has been delivered and acceptance tested, Borrower shall immediately accept such Equipment and evidence said acceptance by executing and delivering to Lender an Acceptance Certificate (in substantially the form attached hereto as Exhibit B) whereupon, as between Lender and Borrower, the Equipment shall be deemed to have been unconditionally accepted by Borrower for all purposes of the applicable Contract. Subject to satisfaction of the Funding Conditions with respect to the related Contract, Lender shall pay to such supplier or vendor as directed by Borrower on the Commencement Date for such Contract the purchase price for such Equipment in an amount equal to the aggregate principal portion of Installment Payments under the applicable Contract, unless Lender and Borrower otherwise agree in the related Schedule. During the Contract Term of each Contract, Borrower shall be entitled to quiet use and enjoyment of the Equipment identified therein, subject to the terms of the applicable Contract.

As an alternative to acceptance of the Equipment and payment by Lender of the purchase price therefor on behalf of Borrower under a Contract as provided in the next preceding paragraph, Lender and Borrower may agree with respect to a Contract and the Equipment to be acquired and financed thereunder to enter into an escrow agreement (an "Escrow Agreement") relating to such Contract, dated the Commencement Date of such Contract, among Lender, Borrower and the escrow agent therein identified, relating to the creation and administration of an escrow fund (an "Escrow Fund") thereunder. Subject to satisfaction of the Funding Conditions with respect to the related Contract, Lender shall deposit funds into the related Escrow Fund on the Commencement Date for such Contract for payment of the costs to purchase and acquire the Equipment under such Contract, and such funds (including investment earnings thereon) shall be disbursed in accordance with the applicable Escrow Agreement. Borrower shall pay the excess (if any) of the actual costs of purchasing and acquiring the Equipment under a Contract over the amount deposited by Lender in the related Escrow Fund and interest earnings thereon.

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During the Contract Term of each Contract, Borrower shall be entitled to quiet use and enjoyment of the Equipment identified therein, subject to the terms of the applicable Contract.

12. Location; Inspection. Once installed, no item of the Equipment will be moved from the location (or the base location with respect to motor vehicles) specified for it in the related Contract without Lender's prior written consent, which consent shall not be unreasonably withheld. Lender shall have the right at all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

13. Use; Maintenance. Borrower will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Contract. Borrower shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Borrower agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body. Borrower agrees that it will, at Borrower's own cost and expense, maintain, preserve and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lender shall have no responsibility to maintain, repair or make improvements or additions to the Equipment.

Borrower shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lender.

14. Title. During the Contract Term under each Contract, and so long as Borrower is not in default under Section 24, all right, title and interest in and to each item of the Equipment under the related Contract shall be vested in Borrower immediately upon its acceptance of each item of Equipment, subject to the terms and conditions of the applicable Contract. Upon the occurrence of an Event of Default under a Contract (as provided in Section 24) or upon termination of a Contract pursuant to Section 7, full and unencumbered legal title to the Equipment shall, at Lender's option, pass to Lender, and Borrower shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Borrower shall execute and deliver to Lender such documents as Lender may request to evidence the passage of such legal title to Lender and the termination of Borrower's interest therein, and upon request by Lender shall deliver possession of the Equipment to Lender in accordance with Section 7 or Section 25, as applicable. Upon payment or prepayment of all amounts due and owing under a Contract in accordance with its terms, Lender's security interest or other interest in the Equipment under such Contract shall terminate, and Lender shall execute and deliver to Borrower such documents as Borrower may request to evidence the termination of Lender's security interest in the Equipment subject to the related Contract.

15. Security Interest. To secure the payment and performance of all of Borrower's obligations under each Contract, upon the execution of such Contract, Borrower grants to Lender a security interest constituting a first and exclusive lien on the Equipment subject to such Contract, on the moneys and investments held from time to time in any related Escrow Fund and on any and all proceeds of any of the foregoing. Borrower agrees to execute and deliver such additional documents, in form satisfactory to Lender, which Lender deems necessary or appropriate to establish and maintain its security interest in the Equipment, including, without limitation, such financing statements with respect to personal property under Article 9 of the Uniform Commercial Code in effect in the State and treating such Article 9 as applicable to entities such as Borrower. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated.

16. Liens, Taxes, Other Governmental Charges and Utility Charges. Borrower shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment from and against all claims, liens and legal processes of its creditors and keep the Equipment free and clear of all such claims, liens and legal processes except those created by the related Contract. The parties to this Master Agreement contemplate that the Equipment under each Contract will be used for governmental or proprietary purposes of Borrower and that the Equipment will therefore be exempt from all property and other taxes. Nevertheless, Borrower shall pay promptly when due or reimburse Lender for, and hold Lender harmless from: (a) all titling, recordation, filing, registration, documentary stamp and other fees; (b) taxes (other than taxes calculated solely on the basis of Lender's net income), including but not limited to transfer, sales, use, excise, gross receipts, value added and personal property taxes; and (c) assessments and all other charges or withholdings of any nature (together with any penalties, fines or interest on any such fees, taxes, assessments, charges or withholdings) arising at any time relating to the

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Equipment or any Contract or with respect to the use, possession, acquisition, ownership, operation, delivery, return or other disposition of any Equipment or upon the Installment Payments, whether the same be assessed to Lender or Borrower. Borrower and Lender shall cooperate in providing each other with any appropriate resale or governmental exemption certificates, sale-for-lease exemption certificates and other similar documentation, if applicable. Unless otherwise required by applicable law, Borrower shall timely make all filings, reports or returns with respect to any applicable fees and taxes. If Lender is required by applicable law to make any such filing, report or return, Borrower shall promptly notify Lender in writing, provide Lender with all information required in order for Lender to timely file any and all of the same and pay all costs and expenses related thereto from legally available funds. Borrower shall pay all utility and other charges incurred in the use and maintenance of the Equipment as the same may become due.

17. Insurance. At its own expense, Borrower shall during the Contract Term of each Contract maintain (a) casualty insurance insuring the Equipment under such Contract against loss or damage by fire, collision and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lender, in an amount at least equal to the then applicable "Prepayment Price" of the Equipment as described in Exhibit A-1 of each Contract; (b) liability insurance that protects Borrower from liability in all events in form and amount satisfactory to Lender as set forth in the attachment hereto titled "Insurance Coverage Requirements"; and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lender's prior written consent, Borrower may self-insure against the risks described in clauses (a) and (b). Borrower shall furnish to Lender evidence of such insurance or self-insurance coverage throughout the Contract Term of each Contract. Borrower shall not materially modify or cancel such insurance or self-insurance coverage without first giving written notice thereof to Lender at least 10 days in advance of such cancellation or modification. Lender shall be named as a loss payee with respect to all casualty insurance described in clause (a) above and as an additional insured with respect to all liability insurance described in clause (b) above.

18. Advances. In the event Borrower shall fail to keep the Equipment in good repair and working order pursuant to Section 13 or to maintain any insurance required by Section 17, Lender may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by Lender shall constitute additional consideration for the then current Original Term or Renewal Term under the affected Contract, and Borrower agrees to pay such amounts so advanced by Lender with interest thereon from the advance date until paid at the rate of 12% per annum or the maximum rate permitted by law, whichever is less.

19. Damage, Destruction and Condemnation. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Borrower and Lender will cause the Net Proceeds to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment to substantially the same condition as existed prior to the event causing such damage, destruction, or condemnation, unless Borrower shall have exercised its option to prepay its obligations under the related Contract pursuant to Section 22. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Borrower.

For purposes of this Section, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof. If the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement referred to herein, Borrower shall either (i) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds from funds legally available for that purpose, or (ii) prepay its obligations under the related Contract pursuant to Section 22. The amount of the Net Proceeds, if any, remaining after completing such replacement, repair, restoration, modification or improvement or after prepaying its obligations under such Contract pursuant to Section 22 shall be retained by Borrower. If Borrower shall make any payments pursuant to this Section, Borrower shall not be entitled to any reimbursement therefor from Lender nor shall Borrower be entitled to any diminution of the amounts payable under Section 9.

20. DISCLAIMER OF WARRANTIES. BORROWER ACKNOWLEDGES THAT LENDER IS NOT THE SUPPLIER OR VENDOR OF ANY OF THE EQUIPMENT. LENDER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT,

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OR WARRANTY WITH RESPECT THERETO WHETHER EXPRESS OR IMPLIED. AS BETWEEN BORROWER AND LENDER, BORROWER ACCEPTS ALL SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. BORROWER AGREES TO SETTLE ALL CLAIMS WITH RESPECT TO THE EQUIPMENT DIRECTLY WITH THE SUPPLIER OR VENDOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST LENDER OR ITS ASSIGNEE. IN NO EVENT SHALL LENDER BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF ANY CONTRACT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR BORROWER'S USE OF ANY ITEM, PRODUCT OR SERVICE PROVIDED FOR IN ANY CONTRACT.

21. Vendor's Warranties. Lender hereby irrevocably appoints Borrower as its agent and attorney-in-fact during the Contract Term of each Contract, so long as Borrower shall not be in default under such Contract, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lender may have against Vendor. The term "Vendor" means any supplier or manufacturer of the Equipment as well as the agents or dealers of the manufacturer or supplier from whom Borrower purchased or is purchasing such Equipment. Borrower's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lender. Any such matter shall not have any effect whatsoever on the rights or obligations of Lender with respect to any Contract, including the right to receive full and timely Installment Payments and other payments under each Contract. Borrower expressly acknowledges that Lender makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Vendor of the Equipment.

22. Prepayment Option. Borrower shall have the option to prepay all, but not less than all, its obligations under a Contract, upon giving written notice to Lender at least 30 days before the prepayment date, at the following times and upon the following terms: (a) on the Installment Payment due dates specified in such Contract, upon payment in full of the Installment Payments then due and all other amounts then owing under such Contract plus the then applicable Prepayment Price as referenced in Exhibit A-1 to such Contract, which may include a premium on the unpaid principal balance; or (b) in the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in such Contract, on the day specified in Borrower's notice to Lender of its exercise of the prepayment option upon payment in full to Lender of the Installment Payments then due and all other amounts then owing under such Contract plus the then applicable Prepayment Price plus accrued interest from the immediately preceding Installment Payment due date to such prepayment date.

23. Assignment. Lender's right, title and interest in and to each Contract, including Installment Payments and any other amounts payable by Borrower thereunder and all proceeds therefrom, may be assigned and reassigned at any time and from time to time to one or more assignees or subassignees by Lender without the necessity of obtaining the consent of Borrower. During the term of this Master Agreement, Borrower shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Tax Code. For this purpose, Borrower appoints Lender to act as its registration agent, which appointment Lender hereby accepts. Lender agrees on Borrower's behalf to maintain such record of all assignments. Borrower agrees to execute all documents that may be reasonably requested by Lender or any assignee to protect its interests and property assigned pursuant to this Section. Borrower shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Borrower may have against Lender or Vendor. Assignments may include without limitation assignment of all of Lender's security interest in and to the Equipment listed in a particular Contract and any related Escrow Fund and all rights in, to and under the Contract related to such Equipment and any related Escrow Agreement. Borrower hereby agrees that Lender may, without notice to Borrower, sell, dispose of, or assign any particular Contract or Contracts through a pool, trust, limited partnership, or other similar entity, whereby one or more interests are created in a Contract or Contracts, or in the Equipment listed in or the Installment Payments under a particular Contract or Contracts.

None of Borrower's right, title and interest in, to and under any Contract or any portion of the Equipment listed in any Contract or in any Escrow Fund may be assigned, subleased, or encumbered by Borrower for any reason without obtaining prior written consent of Lender, which consent may be withheld, conditioned or delayed in the sole discretion of Lender. Any purported assignment, sublease or encumbrance without Lender's prior written consent shall be null and void.

24. Events of Default. Any of the following events shall constitute an "Event of Default" under a Contract: (a) failure by Borrower to (i) pay any Installment Payment or other payment required to be paid under such Contract at the time specified therein or (ii) maintain insurance as required under such Contract; (b) failure by Borrower to observe and perform any covenant, condition or agreement contained in this Master Agreement or such Contract

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on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Borrower by Lender, unless Lender shall agree in writing to an extension of such time prior to its expiration; *provided* that, if the failure stated in the notice cannot be corrected within the applicable period, Lender will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Borrower within the applicable period and diligently pursued until the default is corrected; (c) any statement, representation or warranty made by Borrower in or pursuant to any Contract shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made; (d) Borrower institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar official is appointed for Borrower or any of its property; or (e) an Event of Default occurs under any other Contract.

25. Remedies on Default. Whenever any Event of Default exists under a Contract, Lender shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps: (a) by written notice to Borrower, Lender may declare all Installment Payments payable by Borrower pursuant to such Contract and other amounts payable by Borrower under such Contract to the end of the then current Original Term or Renewal Term to be immediately due and payable; (b) with or without terminating the Contract Term under such Contract, Lender may enter the premises where the Equipment listed in such Contract is located and retake possession of such Equipment or require Borrower at Borrower's expense to promptly return any or all of such Equipment to the possession of Lender at such place within the United States as Lender shall specify, and sell such Equipment or, for the account of Borrower, lease such Equipment, continuing to hold Borrower liable, but solely from legally available funds, for the difference between (i) the Installment Payments payable by Borrower pursuant to such Contract and other amounts related to such Contract or the Equipment listed therein that are payable by Borrower to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale or leasing (after deducting all expenses of Lender in exercising its remedies under such Contract, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 7. The exercise of any such remedies in respect of any such Event of Default shall not relieve Borrower of any other liabilities under any other Contract or the Equipment listed therein; (c) Lender may terminate any Escrow Agreement relating to such Contract and apply any proceeds in the Escrow Fund thereunder to the Installment Payments under such Contract; and (d) Lender may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Contract or as a secured party in any or all of the Equipment and any related Escrow Fund. Any net proceeds from the exercise of any remedy under a Contract (after deducting all costs and expenses described in this Section) shall be applied as follows: (i) if such remedy is exercised solely with respect to a single Contract, Equipment listed in such Contract or rights thereunder, then to amounts due pursuant to such Contract and other amounts related to such Contract or such Equipment; or (ii) if such remedy is exercised with respect to more than one Contract, Equipment listed in more than one Contract or rights under more than one Contract, then to amounts due pursuant to such Contracts pro-rata.

26. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lender is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lender to exercise any remedy reserved to it in Section 25 it shall not be necessary to give any notice other than such notice as may be required in Section 25.

27. Notices. All notices or other communications under any Contract shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, to the parties hereto at the addresses listed below (or at such other address as either party hereto shall designate in writing to the other for notices to such party), or to any assignee at its address as it appears on the registration books maintained by Lender (as Borrower's registration agent as provided in Section 23).

28. General Indemnification. To the fullest extent permitted by State law, Borrower shall indemnify, defend and hold harmless Lender from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, attorney's fees and expenses and court costs and expense) arising out of or as result of (a) entering into this Master Agreement or any Contract or any of the transactions contemplated hereby or thereby, (b) the ownership of any item of Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or

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return of any item of Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant of Borrower or any material representation of Borrower contained in this Master Agreement or a Contract. The indemnification and obligations arising under this Section shall be payable solely from funds legally available for such purpose and shall continue in full force and effect notwithstanding the full payment of all obligations under all Contracts or the termination of the Contract Term under all Contracts for any reason.

29. Miscellaneous Provisions. Each Contract shall inure to the benefit of and shall be binding upon Lender and Borrower and their respective successors and assigns. References herein to "Lender" shall be deemed to include successors and each of Lender's assignees and subsequent assignees from and after the effective date of each assignment as permitted by Section 23. In the event any provision of any Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof. Each Contract may be amended by mutual written consent of Lender and Borrower. Each Contract and this Master Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The captions or headings in this Master Agreement and in each Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Master Agreement or any Contract. This Master Agreement and each Contract shall be governed by and construed in accordance with the laws of the State

30. Waiver of Jury Trial. Borrower expressly waives any and all right to a jury trial in any dispute regarding or arising out of this Agreement.

SIGNATURE ON NEXT PAGE

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In Witness Whereof, Lender and Borrower have caused this Master Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

Lender:

MERCEDES-BENZ FINANCIAL SERVICES USA LLC
14372 Heritage Parkway
Fort Worth, TX 76177

By: _____

Name: _____

Title: _____

Borrower:

CITY OF DEADWOOD, SD

By: _____
DAVID R. RUTH, JR., MAYOR

Address for Borrower:
102 SHERMAN ST.
DEADWOOD, South Dakota 57732

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EXHIBIT A

EQUIPMENT SCHEDULE
SCHEDULE NO. 801-3209995-000

RE: MASTER INSTALLMENT PURCHASE AGREEMENT NO. **3209995** dated as of **September 7, 2021** ("Master Agreement"), between **MERCEDES-BENZ FINANCIAL SERVICES USA LLC** ("Lender") and **CITY OF DEADWOOD, SD** ("Borrower"). All terms used and not otherwise defined herein have the meanings ascribed to them in the Master Agreement.

For purposes of the Contract created hereby, the following items of Equipment are hereby included under this Schedule together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Master Agreement.

At least ninety-five percent of the amount advanced under the Contract created hereby will be used to finance assets that are capitalizable for federal income tax purposes.

DESCRIPTION OF EQUIPMENT			
Quantity	Description	Model No./Serial No.	Location
SEE ATTACHED EXHIBIT 1- EQUIPMENT DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.			

The Installment Payments shall be in such amounts and payable on such Installment Payment due dates as set forth in the Installment Payment Schedule attached to this Schedule as Exhibit A-1 and incorporated herein by this reference, subject to adjustment upon the occurrence of a determination of taxability as provided in Section 4 of the Master Agreement.

CONTRACT TERM: The Contract Term shall consist of the Original Term and the number of consecutive Renewal Terms for payment of the scheduled Installment Payments shown on the Installment Payment Schedule, with the final Renewal Term ending on the first day after the last scheduled Installment Payment due date, subject to earlier termination pursuant to the Master Agreement.

APPLICATION OF ADVANCED FUNDS: The amount for the Equipment listed in this Schedule to be paid to **I-STATE TRUCK CENTER**, as Vendor, or reimbursed to Borrower is **\$148,005.00**.

IF MOTOR VEHICLES ARE BEING FINANCED:

Registration. Any Equipment that is a motor vehicle is to be registered and titled as follows:

- (a) Registered Owner: **CITY OF DEADWOOD, SD**
- (b) Lienholder: **BANK OF AMERICA, NATIONAL ASSOCIATION AND ITS ASSIGNS**
P.O. BOX 1943
CHICAGO, IL 60690-1943

Borrower shall be responsible for the correct titling of all Equipment financed under the Contract created hereby. Borrower will cause the original Certificates of Title to be delivered to Lender for retention in Lender's files throughout the Contract Term of the Contract created hereby.

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Borrower hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Agreement (particularly Sections 3 and 4 thereof) are true, accurate and complete as though made on the Commencement Date. Borrower acknowledges and agrees that Lender has acted solely for its own account in connection with the Contract and not as a municipal advisor, financial advisor, agent or fiduciary to Borrower or any other person or entity. Borrower further represents and warrants that (a) no material adverse change has occurred in the financial condition of Borrower since the dated date of the Master Agreement; (b) no Event of Default has occurred and is continuing under any Contract currently in effect; (c) no Event of Non-Appropriation under any Contract currently in effect is threatened; (d) the Equipment listed in this Schedule is essential to the functions of Borrower or to the services Borrower provides its citizens; (e) Borrower has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Borrower only for the purpose of performing one or more of Borrower's governmental or proprietary functions consistent with the permissible scope of its authority; and (f) Borrower has made its own determination to enter into the Contract created hereby and the terms hereof in reliance on the advice of its own financial, accounting, tax, legal and other advisors. **The terms and provisions of the Master Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.**

Dated: September 7, 2021

Lender:

MERCEDES-BENZ FINANCIAL SERVICES USA LLC
14372 Heritage Parkway
Fort Worth, TX 76177

By: _____

Name: _____

Title: _____

Borrower:

CITY OF DEADWOOD, SD

By: _____
DAVID R. RUTH, JR., MAYOR

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CITY OF DEADWOOD, SD
EQUIPMENT SCHEDULE
SCHEDULE No. 801-3209995-000

EXHIBIT 1

EQUIPMENT DESCRIPTION

EQUIPMENT LOCATION: 67 DUNLAP AVE., DEADWOOD, SD 57732

COST	QUANTITY	DESCRIPTION	MODEL NO.	VIN No.
\$148,005.00	1 (ONE)	FREIGHTLINER – TRUCK	108SD	3ALDG5FE7NDN5953
\$148,005.00				

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CITY OF DEADWOOD, SD
EQUIPMENT SCHEDULE
SCHEDULE No. 801-3209995-000

EXHIBIT A-1

INSTALLMENT PAYMENT SCHEDULE

Payment No.	Due Date	Installment Payment Amount	Interest Portion	Principal Portion	Outstanding Principal Balance	Prepayment Price
Commencement Date: 09/07/21						
1	09/07/2022	27,740.43	5,676.41	22,064.02	125,940.98	127,841.40
2	09/07/2023	27,740.43	4,830.19	22,910.24	103,030.74	104,334.26
3	09/07/2024	27,740.43	3,951.52	23,788.91	79,241.83	80,048.71
4	09/07/2025	27,740.43	3,039.15	24,701.28	54,540.55	54,958.98
5	09/07/2026	27,740.43	2,091.78	25,648.65	28,891.90	29,038.44
6	09/07/2027	30,000.00	1,108.10	28,891.90	0.00	0.00
Grand Totals		168,702.15	20,697.15	148,005.00		

PREPAYMENT PRICE SCHEDULE: The Prepayment Price on each Installment Payment due date shall be the amount set forth for such Installment Payment due date in the "Prepayment Price" column of the Installment Payment Schedule shown above. The Prepayment Price is in addition to all Installment Payments then due under this Schedule (including the Installment Payment shown on the same line in the Installment Payment Schedule).

COMMENCEMENT DATE: September 7, 2021

Borrower:

CITY OF DEADWOOD, SD

By: _____
DAVID R. RUTH, JR., MAYOR

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EXHIBIT B

PLEASE COMPLETE EITHER FINAL OR PARTIAL ACCEPTANCE, AS APPLICABLE

FINAL ACCEPTANCE CERTIFICATE

Re: Schedule No. **801-3209995-000**, dated **September 7, 2021**, that incorporates by reference the terms and provisions of the Master Installment Purchase Agreement No. 3209995 dated as of **September 7, 2021**, between **MERCEDES-BENZ FINANCIAL SERVICES USA LLC**, as Lender, and **CITY OF DEADWOOD, SD**, as Borrower.

In accordance with the Master Installment Purchase Agreement described above (the "Master Agreement"), the undersigned Borrower hereby certifies and represents to, and agrees with Lender as follows:

- (1) All of the Equipment listed in the above-referenced Schedule (the "Schedule") has been delivered, installed and accepted on the date hereof.
- (2) Borrower has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Borrower is currently maintaining the insurance coverage required by Section 17 of the Master Agreement.
- (4) (a) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof under any Contract currently in effect; (b) no material adverse change has occurred in the financial condition of Borrower since the dated date of the Master Agreement; and (c) no Event of Non-appropriation under any Contract currently in effect has been threatened.

Borrower:

CITY OF DEADWOOD, SD

By: _____
DAVID R. RUTH, JR., MAYOR

Acceptance Date: _____

> OR <

PAYMENT REQUEST and PARTIAL ACCEPTANCE CERTIFICATE

MERCEDES-BENZ FINANCIAL SERVICES USA LLC is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part or all of the "Equipment" listed in Exhibit A to the Master Installment Purchase Agreement referenced above.

Quantity	Serial Number/Description:	Amount:

Payee: _____

Payee's Federal ID Number: _____

Borrower hereby certifies and represents to and agrees with Lender as follows: (i) the equipment described above has been delivered, installed and accepted on the date hereof; (ii) Borrower has conducted such inspection and/or testing of said equipment as it deems necessary and appropriate and hereby acknowledges that it accepts said equipment for all purposes; (iii) Borrower is currently maintaining the insurance coverage required by Section 17 of the Master Agreement; (iv) no event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default exists at the date hereof under any Contract currently in effect; (v) no material adverse change has occurred in the financial condition of Borrower since the dated date of the Master Agreement; and (vi) no Event of Non-appropriation under any Contract currently in effect has been threatened.

CITY OF DEADWOOD, SD

By: _____
Signature

Dated: _____

Title: _____

PLEASE RETURN PAYMENT REQUEST TO:

MERCEDES-BENZ FINANCIAL SERVICES USA LLC
c/o BAPCC, LLC, Servicing Agent
Attn: Katherine M. Graiber
540 W. Madison St., IL4-540-22-30
Chicago, IL 60661

EXHIBIT D

ACCEPTANCE OF INSTALLMENT PAYMENT OBLIGATION

Re: Schedule No. **801-3209995-000** dated **September 7, 2021** that incorporates by reference the terms and provisions of the Master Installment Purchase Agreement No. **3209995** dated as of **September 7, 2021**, between **MERCEDES-BENZ FINANCIAL SERVICES USA LLC**, as Lender, and **CITY OF DEADWOOD, SD**, as Borrower.

In accordance with the Master Installment Purchase Agreement No. **3209995** described above (the "Master Agreement"), the undersigned hereby acknowledges and represents that:

All or a portion of the Equipment (as such term is defined in the Master Agreement) listed in the above-referenced Schedule (the "Schedule") has not been delivered, installed, or available for use and has not been placed in service as of the date hereof;

Borrower acknowledges that Lender has agreed to set aside funds in an amount sufficient to provide financing (to the extent requested by Borrower and agreed to by Lender) for the Equipment listed in the Schedule (the "Financed Amount");

The Financed Amount is set forth as the "Total Principal Portion" of Installment Payments in the Installment Payment Schedule attached to the Schedule as Exhibit A-1 ("Exhibit A-1"); and

Borrower agrees to execute a Payment Request Form, attached to the Master Agreement as Exhibit B, authorizing payment of the Financed Amount, or a portion thereof, for each disbursement of funds.

NOTWITHSTANDING that all or a portion of the Equipment has not been delivered to, or accepted by, Borrower on the date hereof, Borrower warrants that:

(a) Borrower's obligation to commence Installment Payments as set forth in Exhibit A-1 is absolute and unconditional as of the Commencement Date of the Schedule and on each date set forth in Exhibit A-1 thereafter, subject to the terms and conditions of the Master Agreement;

(b) Immediately upon delivery and acceptance of all the Equipment, Borrower will notify Lender of Borrower's final acceptance of the Equipment by delivering to Lender a "Final Acceptance Certificate" in the form set forth as Exhibit B to the Agreement;

(c) In the event that any surplus amount remains from the funds set aside or an Event of Non-appropriation under the Master Agreement occurs, any amount then remaining shall be applied or distributed in accordance with Lender's standard servicing procedures, which includes, but is not limited to, application of the remaining amount to the next Installment Payment and other amounts due; and

(d) Regardless of whether Borrower delivers a Final Acceptance Certificate, Borrower shall be obligated to pay all Installment Payments (including principal and interest) as they become due as set forth in Exhibit A-1, subject to the terms of the Master Agreement.

(e) Borrower understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned shall be retained by Lender in consideration of managing the internal escrow account.

AGREED TO on **September 7, 2021**

Borrower:

CITY OF DEADWOOD, SD

By: _____
DAVID R. RUTH, JR., MAYOR

INSURANCE COVERAGE REQUIREMENTS

LENDER: MERCEDES-BENZ FINANCIAL SERVICES USA LLC, and its successors, transferees and assigns

BORROWER: **CITY OF DEADWOOD, SD**

1. In accordance with Section 17 of the Master Agreement No. 3209995, we have instructed the insurance agent named below:

<u>SD PUBLIC ASSURANCE ALLIANCE</u>	Telephone: <u>(800) 658-3633</u>
<u>208 ISLAND DR.</u>	Fax: _____
<u>FT. PIERRE, SD 57532</u>	Contact: _____
_____	Email: <u>pnichols.sdpaa@sdmunicipalleague.org</u>

- a. All Risk Physical Damage Insurance on the leased equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming MERCEDES-BENZ FINANCIAL SERVICES USA LLC and/or its successors, transferees and assigns, as loss payee.
Coverage Required: Prepayment Price
- b. Public Liability Insurance evidenced by a Certificate of Insurance naming MERCEDES-BENZ FINANCIAL SERVICES USA LLC and/or its successors, transferees and assigns as Additional Insured.
Minimum Coverage Required: \$1,000,000.00
- c. Workers compensation coverage as required by the laws of the State: provided that, with Lender's prior written consent, Borrower may self-insure against the risk described in clauses.

OR

2. Pursuant to Section 17 of the Master Agreement No. 3209995, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

Proof of insurance coverage will be provided prior to the time the Equipment is delivered to us.

PLEASE LIST NAME & ADDRESS AS FOLLOWS:
 MERCEDES-BENZ FINANCIAL SERVICES USA LLC and/or its assigns
 c/o BAPCC, LLC, Servicing Agent
 Attn: Katherine M. Graiber, Mail Code IL 4-540-22-30
 540 W. MADISON ST.
 Chicago, IL 60661

Borrower:

CITY OF DEADWOOD, SD

By: _____
DAVID R. RUTH, JR., MAYOR

PAYMENT INSTRUCTIONS

Pursuant to the Master Installment Purchase Agreement No. **3209995** dated as of **September 7, 2021** (the "Master Agreement"), the terms and provisions of which are incorporated by reference into Schedule No. **801-3209995-000**, dated **September 7, 2021**, between **MERCEDES-BENZ FINANCIAL SERVICES USA LLC** (the "Lender") and **CITY OF DEADWOOD, SD** (the "Borrower"), the Borrower hereby acknowledges the obligations to make Installment Payments promptly when due, in accordance with Exhibit A-1 to such Schedule.

BORROWER NAME: CITY OF DEADWOOD, SD **TAX ID#:** 46-6000091

INVOICE MAILING ADDRESS: 108 SHERMAN ST. , DEADWOOD, SD 57732

Mail invoices to the attention of: RHONDA MCGRATH Phone (605) 578-3082 Fax

Approval of Invoices required by: Phone Fax

Accounts Payable Contact: Phone Fax

Processing time for Invoices: Approval: Checks:

Do you have a Purchase Order Number that you would like included on the invoice No Yes PO#

Do your Purchase order numbers change annually? No Yes Processing time for new purchase orders:

Borrower:
CITY OF DEADWOOD, SD

By: _____
DAVID R. RUTH, JR., MAYOR

CERTIFICATE OF SIGNATURE AUTHORITY OF BORROWER

September 7, 2021

MERCEDES-BENZ FINANCIAL SERVICES USA LLC
c/o BAPCC, LLC, Servicing Agent
Attn: Katherine M. Graiber
540 W. MADIOSN ST, IL4-540-22-30
Chicago, IL 60661

RE: Master Installment Purchase Agreement No. **3209995** dated **September 7, 2021** (the "Master Agreement"), between **CITY OF DEADWOOD, SD** ("Borrower") and **MERCEDES-BENZ FINANCIAL SERVICES USA LLC**, ("Lender").

Dear **MERCEDES-BENZ FINANCIAL SERVICES USA LLC**,

I do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the **CITY OF DEADWOOD, SD**, a body corporate and politic duly organized and existing under the laws of the state of **South Dakota**, that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (a) the signatures set opposite their respective names and titles are their true and authentic signatures, and (b) such officers are the duly authorized persons or have the authority on behalf of such entity to enter into Master Agreement described above and separate Schedules relating thereto from time to time as provided in the Master Agreement and to execute Acceptance Certificates, Disbursement Requests, and other documents relating to the Master Agreement and such Schedules.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
DAVID R. RUTH, JR.	MAYOR	_____

I further certify that the fiscal year of Borrower is from _____ to _____.

IN WITNESS WHEREOF, I have duly executed this Certificate this ___ day of _____, 20__.

(Secretary/Clerk)
Someone other than the person signing the documents

BANK QUALIFIED DESIGNATION

SCHEDULE NO. 801-3209995-000 DATED SEPTEMBER 7, 2021 TO MASTER INSTALLMENT PURCHASE AGREEMENT NO. 3209995 DATED SEPTEMBER 7, 2021

Borrower hereby represents and certifies the following (please check one):

Bank Qualified

- Borrower has designated, and hereby designates, this Contract as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). In making that designation, Borrower hereby certifies and represents that:
 - As of the date hereof in the current calendar year, neither Borrower nor any other issuer on behalf of Borrower has designated more than \$10,000,000 of obligations (including this Contract) as "qualified tax-exempt obligations";
 - Borrower reasonably anticipates that the total amount of tax-exempt obligations (including this Contract) to be issued by or on behalf of Borrower (or allocated to Borrower) during the current calendar year will not exceed \$10,000,000;
 - The Contract will not be at any time a "private activity bond" as defined in Section 141 of the Code;
 - The Contract is not subject to control by any entity and there are no entities subject to control by Borrower; and
 - Not more than \$10,000,000 of obligations of any kind (including the Contract) issued by, on behalf of or allocated to Borrower will be designated for purposes of Section 265(b)(3) of the Code during the current calendar year.

Non-Bank Qualified

- Borrower has not designated this Contract as a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Code.

Borrower:

CITY OF DEADWOOD, SD

By: _____
DAVID R. RUTH, JR., MAYOR

ACKNOWLEDGEMENT OF BOARD APPROVAL

Board:	DEADWOOD CITY COMMISSION
Date of Board Meeting:	September 7, 2021
Borrower:	CITY OF DEADWOOD, SD
Lender:	Mercedes-Benz Financial Services USA LLC
Master Installment Purchase Agreement:	Master Installment Purchase Agreement No. 3209995 dated September 7, 2021
Contract:	Schedule No. 801-3209995-000 dated September 7, 2021 to the Master Installment Purchase Agreement
Installment Payments:	Five (5) Annual Payments in the amount of \$27,740.43 each followed by One (1) BALLOON Payment of \$30,000.00
Equipment to be purchased:	See attachment for details
Cost not to exceed:	\$148,005.00
Rate of interest:	3.835% Note: If the interest rate listed above is a promotional rate of interest, the original purchase price of the equipment may be discounted to reach an equivalent payment amount at a market rate of interest.

A motion was offered by _____, seconded by _____, and carried by a vote of _____ to _____ to approve entering into a Master Installment Purchase Agreement with Mercedes-Benz Financial Services USA LLC for the purpose of purchasing, via a financing contract, the equipment listed on the attachment. The cost shall not exceed the figure specified above.

Borrower has or will comply with applicable property acquisition laws, public bidding requirements, and open meeting laws in connection with the Master Installment Purchase Agreement and the transactions contemplated thereby. Borrower is a political subdivision or agency of the State of **South Dakota** within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, with full power and authority to enter into, and perform its obligations under, the Contract.

The Master Installment Purchase Agreement and the Contract have been or will be duly authorized, executed, and delivered by Borrower. It is the intention of the Board that the above Contract shall constitute a legal, valid and binding obligation of Borrower, enforceable against Borrower in accordance with its terms, except to the extent limited by state and federal laws affecting creditors' remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

Capitalized terms herein shall have the same meanings as in the Contract unless otherwise provided herein.

I certify the above Contract is approved by the Board.

By: _____
Board Member Signature

Name: _____

Title: _____

Date: _____

BOB NELSON, JR.
CITY OF DEADWOOD, SD
102 SHERMAN ST.
DEADWOOD, South Dakota 57732

RE: EQUIPMENT SCHEDULE NO. 801-3209995-000 DATED SEPTEMBER 7, 2021 TO MASTER
INSTALLMENT PURCHASE AGREEMENT 3209995 DATED SEPTEMBER 7, 2021 BY AND BETWEEN
THE CITY OF DEADWOOD, SD ("BORROWER") AND MERCEDES-BENZ FINANCIAL SERVICES USA
LLC ("LENDER")

Dear BOB NELSON, JR.,

NOTICE OF ASSIGNMENT

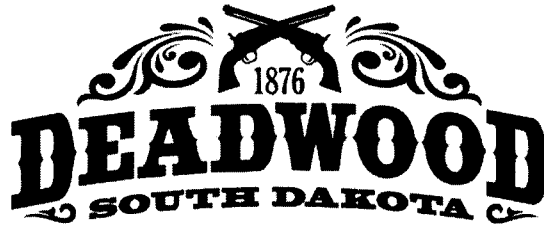
Reference is hereby made to that certain Equipment Schedule No. 801-3209995-000 dated September 7, 2021 together with all Exhibits and attachments thereto incorporated into and made a part of a certain Master Installment Purchase Agreement No. 3209995 dated as of September 7, 2021 (the "IPA"), between Mercedes-Benz Financial Services USA LLC ("Assignor") and CITY OF DEADWOOD, SD ("Borrower").

Assignor hereby gives Borrower notice that Assignor has sold and assigned to BANA ("Assignee"), whose offices are at 540 W. Madison St., IL4-540-22-30, Chicago, Illinois, 60661, all right, title, interest and obligations of Assignor in and to (a) the IPA, and (b) the Equipment financed thereunder (the "Equipment").

From and after the date of this Notice, all payments of principal and interest and other sums now or hereafter becoming due pursuant to the IPA or with respect to the Equipment shall continue to be paid to Mercedes-Benz Financial Services USA LLC at the following address: P.O. Box 405874, Atlanta, GA 30384-5874, or to such other address as Assignee may specify from time to time in writing.

Date: September 7, 2021

MERCEDES-BENZ FINANCIAL SERVICES USA LLC
Assignor



Deadwood City Hall
102 Sherman Street
Deadwood, South Dakota 57732
Telephone (605) 578-2600
Fax (605) 722-0786

September 7, 2021

MERCEDES-BENZ FINANCIAL SERVICES USA LLC
c/o BAPCC, LLC, Servicing Agent
Attn: Katherine M. Graiber
540 W. MADISON ST., IL4-540-22-30
Chicago, IL 60661

Re: Equipment Schedule No. 801-3209995-000 dated September 7, 2021, to Master Installment Purchase Agreement No. 3209995 dated as of September 7, 2021 between MERCEDES-BENZ FINANCIAL SERVICES USA LLC as lender, and CITY OF DEADWOOD, SD, as borrower- Essential Use of Equipment.

To Whom It May Concern:

This letter is to confirm and affirm that the personal property (the "Equipment") subject to the above-referenced Agreement is essential to the governmental functions of Borrower.

The Equipment will be used by Borrower for the purpose of performing one or more of Borrower's governmental functions consistent with the permissible scope of Borrower's authority and not in any trade or business carried on by any person other than Borrower.

Very truly yours,

Borrower:

CITY OF DEADWOOD, SD

By: _____
DAVID R. RUTH, JR., MAYOR

cc: BAPCC, LLC
as Agent for MERCEDES-BENZ FINANCIAL SERVICES USA LLC

RESOLUTION 2021 – 21**RESOLUTION EXTENDING THE TEMPORARY ORDINANCE REGARDING THIS
ISSUANCE OF LOCAL MEDICAL CANNABIS ESTABLISHMENT PERMITS
AND/OR LICENSES, ORINANCE 1327 AND DELAYING IMPLEMENTATION OF
ORDINANCE 1329 CREATING ZONING REGULATIONS FOR CANNABIS
ESTABLISHMENTS**

WHEREAS, the City of Deadwood previously adopted Ordinance 1327 on June 10, 2021 regarding the temporary issuance of local medical cannabis establishment permits and/or licenses;

WHEREAS, Ordinance 1327 made a preliminary finding that the city's current regulations and controls may not adequately address the unique needs and impact of medical cannabis establishments as defined in SDCL 34-20G-1;

WHEREAS, Ordinance 1327 recognized that because the Department of Regulations had not yet adopted the final standards for medical cannabis the City would not be able to adequately assess the local zoning and licensing requirements necessary to approval local permits and to better ensure applicants have a more predictable permitting process to avoid stranded investments;

WHEREAS, Ordinance 1327 recognized that because the Department of Regulations had not yet adopted the final standards for medical cannabis the City would not be able to adequately assess the local zoning and licensing requirements necessary to approval local permits and to better ensure applicants have a more predictable permitting process to avoid stranded investments;

WHEREAS, Ordinance 1327 was adopted to ensure that more comprehensive zoning ordinance and building permit changes, licensing permits, and any proposed amendments to the City's Comprehensive Plan could be completely examined with adequate public input from citizens, business interests, and medical cannabis industry representatives;

WHEREAS, Ordinance 1327 was adopted to preserve the status quo and to prevent significant investment pending the passage of the final State Department of Regulations final standards;

WHEREAS, Ordinance 1327 was adopted to protect and immediately preserve the public health, safety, welfare, peace and support of the municipal government and its existing public institutions;

WHEREAS, the City adopted Ordinance 1329 to create zoning regulations for cannabis establishments on September 8, 2021;

WHEREAS, the City believes it is still unable to adequately assess the impact of Ordinance 1329 as well as the licensing requirements necessary to approval local permits and determines that any license application received on or before December cannot be adequately assessed under the current zoning ordinances and therefore cannot be accepted for consideration.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF DEADWOOD, SD:

Ordinance Number 1327 Entitled A Temporary Ordinance Regarding the Issuance of Local Medical Cannabis Establishment Permits and / or Licenses shall be extended until December 1, 2021. In accordance with this Resolution and Ordinance Number 1327, no licenses or permits regarding Medical Cannabis Establishments shall be issued by the City of Deadwood until December 1, 2021.

This resolution shall become effectively immediately and remain in effect until December 1, 2021. The City of Deadwood Commission may deem it necessary to repeal or extend this resolution.

Dated this 20th day of September, 2021.

CITY OF DEADWOOD

David Ruth, Jr., Mayor

ATTEST:

Jessicca McKeown, Finance Officer

ORDINANCE 1332

ORDINANCE EXTENDING ORDINANCE 1327 A TEMPORARY ORDINANCE REGARDING THIS ISSUANCE OF LOCAL MEDICAL CANNABIS ESTABLISHMENT PERMITS AND/OR LICENSES AND DELAYING IMPLEMENTATION OF ORDINANCE 1329 CREATING ZONING REGULATIONS FOR CANNABIS ESTABLISHMENTS

WHEREAS, the City of Deadwood previously adopted Ordinance 1327 on June 10, 2021 regarding the temporary issuance of local medical cannabis establishment permits and/or licenses;

WHEREAS, Ordinance 1327 made a preliminary finding that the city's current regulations and controls may not adequately address the unique needs and impact of medical cannabis establishments as defined in SDCL 34-20G-1;

WHEREAS, Ordinance 1327 recognized that because the Department of Regulations had not yet adopted the final standards for medical cannabis the City would not be able to adequately assess the local zoning and licensing requirements necessary to approval local permits and to better ensure applicants have a more predictable permitting process to avoid stranded investments;

WHEREAS, Ordinance 1327 recognized that because the Department of Regulations had not yet adopted the final standards for medical cannabis the City would not be able to adequately assess the local zoning and licensing requirements necessary to approval local permits and to better ensure applicants have a more predictable permitting process to avoid stranded investments;

WHEREAS, Ordinance 1327 was adopted to ensure that more comprehensive zoning ordinance and building permit changes, licensing permits, and any proposed amendments to the City's Comprehensive Plan could be completely examined with adequate public input from citizens, business interests, and medical cannabis industry representatives;

WHEREAS, Ordinance 1327 was adopted to preserve the status quo and to prevent significant investment pending the passage of the final State Department of Regulations final standards;

WHEREAS, Ordinance 1327 was adopted to protect and immediately preserve the public health, safety, welfare, peace and support of the municipal government and its existing public institutions;

WHEREAS, the City adopted Ordinance 1329 to create zoning regulations for cannabis establishments on September 8, 2021;

WHEREAS, the City believes it is still unable to adequately assess the impact of Ordinance 1329 as well as the licensing requirements necessary to approval local permits and

determines that any license application received on or before December cannot be adequately assessed under the current zoning ordinances and therefore cannot be accepted for consideration.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF DEADWOOD, SD:

Ordinance Number 1327 Entitled A Temporary Ordinance Regarding the Issuance of Local Medical Cannabis Establishment Permits and / or Licenses shall be extended until December 1, 2021. In accordance with this Ordinance and Ordinance Number 1327, no licenses or permits regarding Medical Cannabis Establishments shall be issued by the City of Deadwood until December 1, 2021.

Dated this 27th day of September, 2021.

CITY OF DEADWOOD

By: _____

Dave Ruth Jr., Its Mayor

(Seal)

Attest:

Jessica McKeown, Finance Officer

First Reading: September 20, 2021

Second Reading: September 27, 2021

Published: September 30, 2021

Effective: September 30, 2021



12273 Plateau Loop
Whitewood, SD 57793
Cell 605-645-2852
Ph. 605-269-2012
Fx. 605-269-2052
mcdirt@rushmore.com

September 16, 2021

City of Deadwood
67 Dunlop Ave
Deadwood, SD 57732

Re: Valve Repair -Deadwood Main /Lee St.

- Mobilization \$1000
- Demo Concrete
- Excavation
- Repair 4 valves
- Back fill with engineered fill (supplied by others) \$8500.00
- Repair concrete 12 x 12 =144 SQFT \$2000

Total: \$ 11,500.00

- ** If fuel exceeds \$4.00 for clear and \$3.70 for dyed, then a service fee may be applied
- ** No tax included in pricing /will be added to final billing unless an exemption cert. is issued
- ** No surveying
- ** No rock excavation included in price
- ** All soil testing/cost of testing by others
- ** Any extra cost incurred due to excessive rubble will be billed back to General/Owner
- ** Any conflicting utilities will be moved at General/Owner's expense
- ** Any dewatering or excessive water pumping will be billed back to Owner
- ** If we encounter excessive ground water or soft spots, and clean rock is needed-will be additional charge
- ** Base course for back filling by others
- ** Payment due upon receipt of invoice

Signature: _____

Date: _____

(Upon signing and dating document—customer is accepting of all pricing/terms and exclusions. Proposal may be withdrawn by McDirt if not accepted within 30 days).

In the event of any litigation arising from this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

**SITE DEVELOPMENT-SUBDIVISIONS-ROADS, WATER, SEWER AND SEPTIC SYSTEMS
HEAVY HAULING-DAMS-LICENSED AND INSURED**



12273 Plateau Loop
Whitewood, SD 57793
Cell 605-645-2852
Ph. 605-269-2012
Fx. 605-269-2052
mcdirt@rushmore.com

September 16, 2021

City of Deadwood
67 Dunlop Ave
Deadwood, SD 57732

Repair -Dozer work -Stage Run Emergency Exit

- Mobilization \$600.00
- Dozer \$3000.00

Total: \$ 3600.00

- ** If fuel exceeds \$4.00 for clear and \$3.70 for dyed, then a service fee may be applied
- ** No tax included in pricing /will be added to final billing unless an exemption cert. is issued
- ** No surveying
- ** No rock excavation included in price
- ** All soil testing/cost of testing by others
- ** Any extra cost incurred due to excessive rubble will be billed back to General/Owner
- ** Any conflicting utilities will be moved at General/Owner's expense
- ** Any dewatering or excessive water pumping will be billed back to Owner
- ** If we encounter excessive ground water or soft spots, and clean rock is needed-will be additional charge
- ** Base course for back filling by others
- ** Payment due upon receipt of invoice

Signature: _____
Date: _____

(Upon signing and dating document-customer is accepting of all pricing/terms and exclusions. Proposal may be withdrawn by McDirt if not accepted within 30 days).

In the event of any litigation arising from this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

**SITE DEVELOPMENT-SUBDIVISIONS-ROADS, WATER, SEWER AND SEPTIC SYSTEMS
HEAVY HAULING-DAMS-LICENSED AND INSURED**

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



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

STAFF REPORT
BOARD OF ADJUSTMENTS
September 20, 2021 Meeting

APPLICANT: Randy Horner & Larry Cottier

PURPOSE: Transfer of Land & Development

GENERAL LOCATION: Located near the Preacher Smith Monument

LEGAL DESCRIPTION: Lots 1 & 2, Block 1B of The Ridge Development. Formerly A Portion of Preacher Smith Tract Located in Gov't Lots 10 and 12 of Section 11, Township 5 North, Range 3 East, Black Hills Meridian, City of Deadwood, Lawrence County, South Dakota.

FILE STATUS: All legal obligations have been completed.

ZONE: Park Forest

STAFF FINDINGS:

Surrounding Zoning:

North: Lawrence
South: Park Forest
East: Lawrence County
West: Lawrence County

Surrounding Land Uses:

Vacant Land
Tatanka/Vacant land
Vacant Land
Vacant Land

SUMMARY OF REQUEST

The purpose of platting lots 1 & 2 is to facilitate the transfer of land and development of Phase #1 of "The Ridge." Once construction is completed, this portion of the development will consist of multifamily housing and townhomes. The proposed lots meet the area and bulk requirements for square footage in the Park Forest Zoning District.

FACTUAL INFORMATION

1. The property is currently zoned Park Forest
2. Lot 1 is comprised of 8.741 Acres± and Lot 2 is 4.525 Acres±
3. The subject property is located within a low-density park forest designation.
4. The property is not located within a flood zone or flood hazard zone.
5. Public facilities are not currently available to serve the property.

STAFF DISCUSSION

When finished, The Ridge will consist of roughly 700 acres of multi-family homes, townhomes, single-family residential lots, and an opportunity for commercial lots as well. This community will also include a trail system that can be used year-round for hiking, biking, cross-country skiing, snowshoeing, and nature viewing.

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

ACTION REQUIRED:

1. Approved by the Deadwood Planning and Zoning Commission on 9/15/21.
2. Approval / Denial by Deadwood Board of Adjustment.

COUNTY TREASURER'S CERTIFICATE

State of South Dakota County of Lawrence I, _____
Lawrence County Treasurer, do hereby certify that _____ taxes which
are liens upon the herein platted property have been paid.

Dated this _____ day of _____, 20____

Lawrence County Treasurer

**CERTIFICATE OF
DIRECTOR OF EQUALIZATION**

I, Lawrence County Director of Equalization, do hereby certify that I have
an record in my office a copy of the within described Plat.

Dated this _____ day of _____, 20____

Lawrence County Director of Equalization

**CITY OF DEADWOOD
PLANNING COMMISSION**

This plat approved by the City of Deadwood Planning Commission.

Dated this _____ day of _____, 20____

City Planner

Chairman

APPROVAL OF HIGHWAY AUTHORITY

The location of the proposed access to the Highway or Street as shown
herein is hereby approved. Any change in the proposed access shall
require additional approval.

Dated this _____ day of _____, 20____

Highway Authority

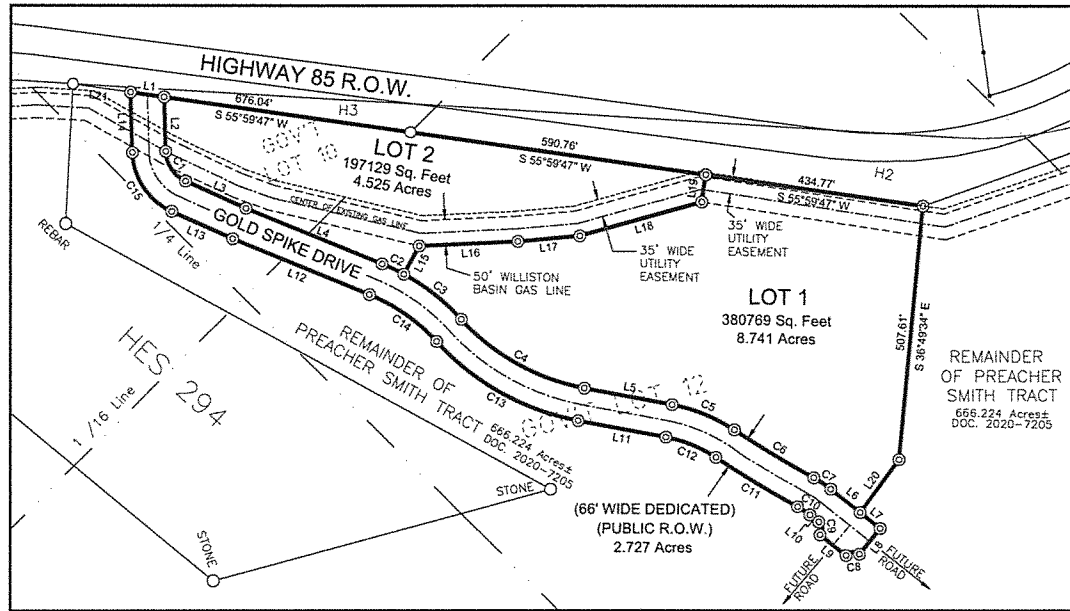
**APPROVAL OF THE CITY OF DEADWOOD
BOARD OF COMMISSIONERS**

State of South Dakota County of Lawrence, Be it Resolved
that the City of Deadwood Board of Commissioners having
viewed the within plat, do hereby approve the same for
recording in the office of the Register of Deeds,
Lawrence County, S.D.

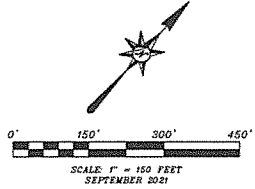
on this _____ day of _____, 20____ that
We did Approve this Plat.

Attest: _____
Finance Officer Mayor

**Plat of
Lots 1 & 2, Block 1B of Preacher Smith Tract
Located in Government Lots 10 and 12 of Section 11, Township 5 North, Range 3 East, Black Hills
Meridian, City of Deadwood, Lawrence County South Dakota.**



MARK	BEARING	1/4	1/4	1/4	1/4	1/4	1/4	1/4	1/4
B1	67.00'	74.64'	70.84'		N 75°50'55" W	67.19'	65.71'	65.50'	
B2	431.55'	127.25'	127.25'		N 75°50'55" W	127.25'	127.25'	127.25'	
B3	431.55'	145.73'	145.64'		N 75°50'55" W	145.64'	145.64'	145.64'	
B4	235.35'	285.41'	285.36'		S 77°07'25" W	285.36'	285.36'	285.36'	
B5	113.35'	113.35'	113.35'		S 77°07'25" W	113.35'	113.35'	113.35'	
B6	225.05'	183.90'	183.85'		S 77°07'25" W	183.85'	183.85'	183.85'	
B7	125.31'	165.24'	165.24'		S 77°07'25" W	165.24'	165.24'	165.24'	
B8	19.00'	25.40'	25.35'		N 42°13'10" E	25.35'	25.35'	25.35'	
B9	18.31'	25.35'	25.35'		N 42°13'10" E	25.35'	25.35'	25.35'	
B10	18.31'	25.35'	25.35'		N 42°13'10" E	25.35'	25.35'	25.35'	
B11	2316.85'	189.22'	189.24'		N 75°50'55" W	189.24'	189.24'	189.24'	
B12	20.00'	101.44'	105.24'		S 69°28'10" W	105.24'	105.24'	105.24'	
B13	504.31'	175.36'	172.61'		S 77°07'25" W	172.61'	172.61'	172.61'	
B14	305.25'	183.71'	182.24'		N 82°21'05" E	182.24'	182.24'	182.24'	
B15	133.50'	1148.16'	1148.22'		S 75°50'55" E	1148.22'	1148.22'	1148.22'	



LEGEND

- ⊗ Found or Set 5/8" Rebar with Cap Marked "VASKNETZ RLS7719".
- Found Limbo Cap unless otherwise noted.
- (R) Denotes Measurements Previously Recorded.
- (M) Denotes Measurements Per this Survey.

LINE	BEARING	1/4	1/4	1/4	1/4	1/4	1/4	1/4	1/4
B1	S 45°50'47" W	157.00'							
B2	S 45°50'47" W	157.00'							
B3	S 79°13'37" W	130.21'							
B4	S 79°13'37" W	130.21'							
B5	S 89°31'13" W	177.23'							
B6	N 40°31'42" E	65.61'							
B7	N 40°31'42" E	65.61'							
B8	S 20°28'11" E	65.50'							
B9	N 40°31'42" E	65.61'							
B10	N 66°31'49" E	223.20'							
B11	N 66°31'49" E	223.20'							
B12	S 60°07'41" E	282.88'							
B13	S 60°07'41" E	282.88'							
B14	S 45°50'47" E	157.00'							
B15	S 45°50'47" E	157.00'							
B16	N 42°13'10" E	65.50'							
B17	S 46°42'00" W	123.70'							
B18	N 42°13'10" E	65.50'							
B19	N 38°58'44" E	54.82'							
B20	N 38°58'44" E	54.82'							
B21	N 55°59'47" E	115.27'							

SURVEYOR'S CERTIFICATE Page 1 of 2

I, Shannon E. Vasknetz, 2305 Junction Ave., being a Registered Land Surveyor
in the State of South Dakota, do hereby state that at the request of the
Owner listed hereon, I have surveyed and plotted the property shown and
described hereon. I have marked upon the ground the boundaries in the
manner shown, and that the plot is correct to the best of my knowledge,
information and belief.

IN WITNESS WHEREOF
I hereunto set my hand and seal

this _____ day of _____, 20____



Shannon E. Vasknetz
Registered Land Surveyor No. 7719

OFFICE OF REGISTER OF DEEDS

State of South Dakota County of Lawrence. Filed for Record
this _____ day of _____, 20____, at _____ O'clock _____ M., and
Recorded in Doc. _____

Lawrence County Register of Deeds

Major Drainage Easement

All major drainage easements shown hereon shall be kept free of
all obstructions including, but not limited to, buildings, walls,
fences, hedges, trees, and shrubs. These easements grant to all
public authorities the right to construct, operate, maintain, inspect,
and repair such improvements and structures as it deems
necessary to facilitate drainage from any source.

SURVEYOR'S NOTES

- 1) Utility & Minor Drainage Easements:
8' Wide on the interior side of all lot lines.
- 2) Building Setbacks: Per City of Deadwood Ordinance,
Principal uses and Building Set back 20' from front lot lines,
15' from side lot lines and 10' from rear lot lines.
- 3) Basis of Bearings using Geocentric North Determined from Global
Positioning System (GPS).
- 4) Per Fema map panel 46081C0225F effective 4/17/2012. This
property is located in an area of minimal flood hazard Zone X.

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



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

STAFF REPORT
BOARD OF ADJUSTMENTS
September 20, 2021

APPLICANT: Deadwood Stage Run, LLC (William Pearson)

PURPOSE: Development, Construction and Creating Property Lines.

GENERAL LOCATION: Stage Run

LEGAL DESCRIPTION: PLAT OF LOTS 1, 2, AND 3, BLOCK 3A OF PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION TO THE CITY OF DEADWOOD LOCATED IN THE SW1/4 OF SECTION 14, THE SE1/4 OF SECTION 15, THE NE1/4NE1/4 OF SECTION 22 AND THE N1/2NW1/4 OF SECTION 23, T5N, R3E, B.H.M., CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

FILE STATUS: All legal obligations have been completed.

ZONE: P.U.D. – Planned Unit Development

STAFF FINDINGS:

Surrounding Zoning:

North: PF – Park Forest
South: P.U.D – Planned Unit Development
East: P.U.D – Planned Unit Development
West: Lawrence County Land

Surrounding Land Uses:

Lawrence County/Vacant
Residential Homes
Residential Homes
Vacant

SUMMARY OF REQUEST

The purpose of this plat is to facilitate the creation of lots 1-3 in Block 3A. By platting these lots, the developer will establish property lines for construction purposes. The proposed lots meet the area and bulk requirements for square footage in the Planned Unit Development Zoning District.

FACTUAL INFORMATION

1. The property is currently zoned P.U.D. – Planned Unit Development
2. The proposed lots are comprised of the following acreage: *Lot 1* 0.881 Acres±, *Lot 2* 1.620 Acres±, *Lot 3* 1.211 Acres±
3. The subject property is located within a low-density residential designation.
4. The property is not located within a flood zone or flood hazard zone.
5. Public facilities are available to serve the property.

STAFF DISCUSSION

Phase 2 of Stage Run was laid out in the original master plan that Deadwood Stage Run, LLC presented to the City of Deadwood in 2007. At that time, it was approved by the Deadwood Planning and Zoning Commission as well as the City Commission.

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

ACTION REQUIRED:

1. Approved by the Deadwood Planning and Zoning Commission on 9/15/21.
2. Approval / Denial by Deadwood Board of Adjustment.

PLAT OF LOTS 1, 2, AND 3, BLOCK 3A OF PALISADES TRACT OF DEADWOOD STAGE
 RUN ADDITION TO THE CITY OF DEADWOOD
 LOCATED IN THE SW¼ OF SECTION 14, THE SE¼ OF SECTION 15, THE NE¼/NE¼
 OF SECTION 22 AND THE N¼/NW¼ OF SECTION 23, T5N, R3E, B.H.M.,
 CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

SURVEYOR'S CERTIFICATE

I, LOREN D. VREM, 332A WEST MAIN STREET, LEAD, SOUTH DAKOTA, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA. THAT AT THE REQUEST OF THE OWNER AND UNDER MY SUPERVISION, I HAVE CAUSED TO BE SURVEYED AND PLATTED THE PROPERTY SHOWN AND DESCRIBED HEREON. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE PROPERTY WAS SURVEYED IN GENERAL CONFORMANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA AND ACCEPTED METHODS AND PROCEDURES OF SURVEYING. DATED THIS _____ DAY OF _____, 20____.

LOREN D. VREM, R.L.S. 6577

OWNER'S CERTIFICATE
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

_____, DO HEREBY CERTIFY THAT I/WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT WE DO APPROVE THIS PLAT AS HEREON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.

OWNER: _____ ADDRESS: _____

OWNER: _____ ADDRESS: _____

ACKNOWLEDGMENT OF OWNER
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

ON THIS ___ DAY OF _____, 20____, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY

APPEARED _____ KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC: _____

CERTIFICATE OF COUNTY TREASURER
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

I, _____, LAWRENCE COUNTY TREASURER, DO HEREBY CERTIFY THAT _____ TAXES WHICH ARE LIENS UPON THE HEREIN PLATTED PROPERTY HAVE BEEN PAID. DATED THIS _____ DAY OF _____, 20____.

LAWRENCE COUNTY TREASURER: _____

APPROVAL OF HIGHWAY AUTHORITY
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

THE LOCATION OF THE PROPOSED ACCESS ROADS ABUTTING THE COUNTY OR STATE HIGHWAY AS SHOWN HEREON, IS HEREBY APPROVED. ANY CHANGE IN THE PROPOSED ACCESS SHALL REQUIRE ADDITIONAL APPROVAL.

HIGHWAY AUTHORITY: _____

APPROVAL OF THE CITY OF DEADWOOD PLANNING COMMISSION
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

THIS PLAT APPROVED BY THE CITY OF DEADWOOD PLANNING COMMISSION THIS _____ DAY OF _____, 20____.

CHAIRMAN _____ ATTEST: _____ CITY PLANNER

APPROVAL OF THE CITY OF DEADWOOD BOARD OF COMMISSIONERS
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

BE IT RESOLVED THAT THE CITY OF DEADWOOD BOARD OF COMMISSIONERS HAVING VIEWED THE WITHIN PLAT, DO HEREBY APPROVE THE SAME FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS, LAWRENCE COUNTY, SOUTH DAKOTA,

DATED THIS _____ DAY OF _____, 20____.

ATTEST: _____ FINANCE OFFICER _____ MAYOR

OFFICE OF THE COUNTY DIRECTOR OF EQUALIZATION
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

I, LAWRENCE COUNTY DIRECTOR OF EQUALIZATION, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT. DATED THIS _____ DAY OF _____, 20____.

LAWRENCE COUNTY DIRECTOR OF EQUALIZATION: _____

OFFICE OF THE REGISTER OF DEEDS
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

FILED FOR RECORD THIS _____ DAY OF _____, 20____, AT _____ O'CLOCK, _____ M., AND RECORDED IN DOC. _____.

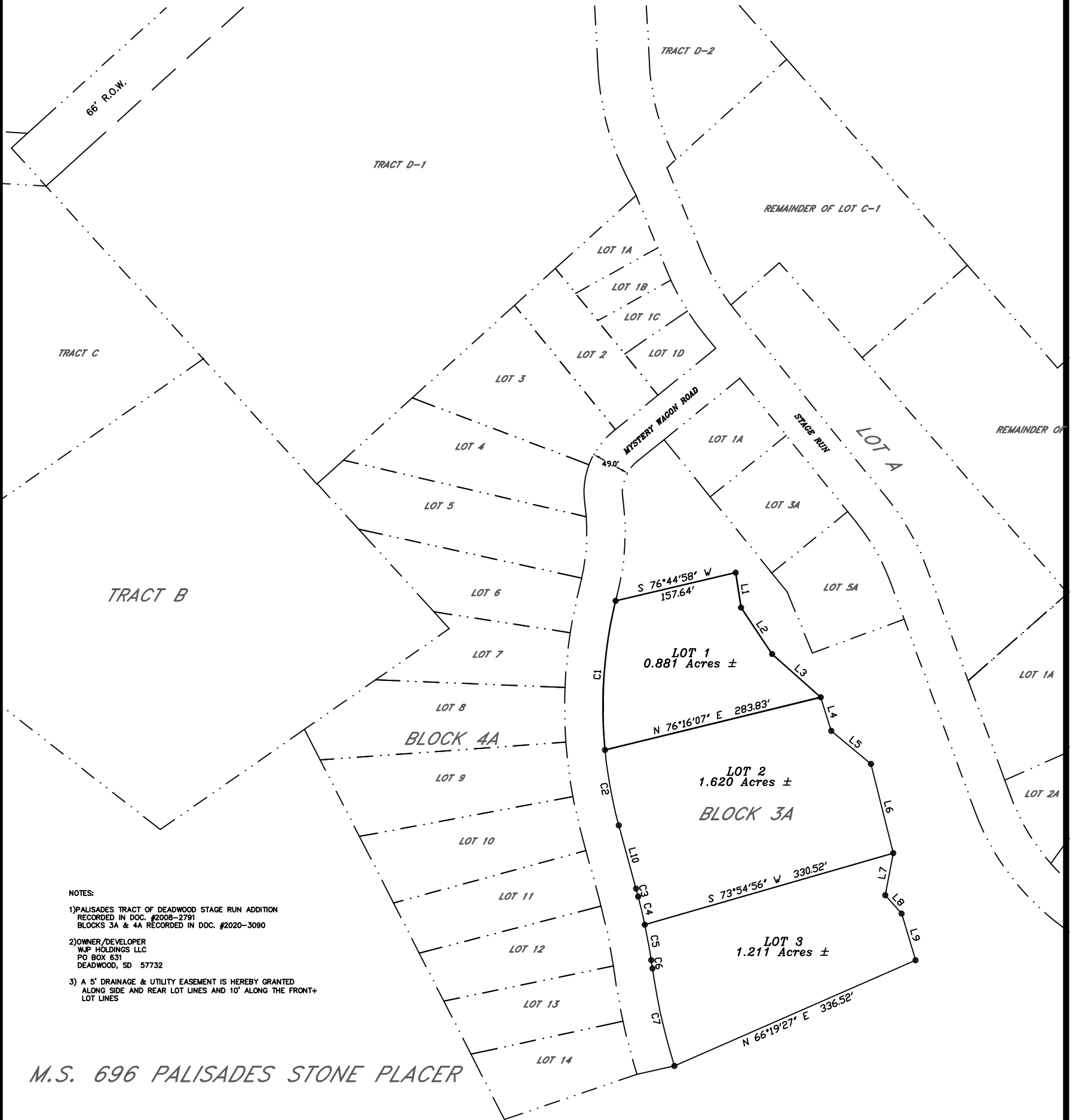
LAWRENCE COUNTY REGISTER OF DEEDS: _____



Prepared By:
PONDEROSA LAND SURVEYS, L.L.C.
 332A WEST MAIN STREET
 LEAD, SD 57754
 (605) 722-3840

Date:	9/6/2021
Drawn By:	L. D. Vrem
Project No.:	21-527
Dwg. No.:	21-527.dwg

PLAT OF LOTS 1, 2, AND 3, BLOCK 3A OF PALISADES TRACT OF DEADWOOD STAGE
 RUN ADDITION TO THE CITY OF DEADWOOD
 LOCATED IN THE SW¹/₄ OF SECTION 14, THE SE¹/₄ OF SECTION 15, THE NE¹/₄NE¹/₄
 OF SECTION 22 AND THE N¹/₂NW¹/₄ OF SECTION 23, T5N, R3E, B.H.M.,
 CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA



- NOTES:
- 1) PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION RECORDED IN DOC. #2008-2791 BLOCKS 3A & 4A RECORDED IN DOC. #2020-3090
 - 2) OWNER/DEVELOPER W.P. HOLDINGS LLC PO BOX 631 DEADWOOD, SD 57732
 - 3) A 5' DRAINAGE & UTILITY EASEMENT IS HEREBY GRANTED ALONG SIDE AND REAR LOT LINES AND 10' ALONG THE FRONT LOT LINES

M.S. 696 PALISADES STONE PLACER

PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION



- REBAR & CAP (VREM LS6577)
- ▲ REBAR & CAP (ARLETH LS3977)



LINE	BEARING	DISTANCE
L1	S 08°46'53" E	45.26'
L2	N 33°48'27" W	71.39'
L3	S 48°19'28" E	83.13'
L4	S 17°20'53" E	45.02'
L5	S 50°14'08" E	66.07'
L6	S 14°01'51" E	117.46'
L7	S 10°44'17" W	54.84'
L8	S 41°39'58" E	31.52'
L9	S 16°39'44" E	62.10'
L10	S 15°14'51" E	83.74'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	575.50'	191.93'	191.04'	N 04°04'07" E	19°06'30"
C2	575.50'	98.04'	97.92'	N 10°21'57" W	9°45'39"
C3	824.44'	10.55'	10.55'	S 14°52'40" E	0°44'00"
C4	825.01'	37.05'	37.05'	N 13°13'25" W	0°34'23"
C5	825.01'	46.04'	46.03'	S 10°20'19" E	0°11'50"
C6	824.50'	10.77'	10.77'	S 08°21'54" E	0°44'54"
C7	775.31'	127.81'	127.67'	N 12°42'46" W	9°26'43"



Prepared By:
PONDEROSA LAND SURVEYS, L.L.C.
 332A WEST MAIN STREET
 LEAD, SD 57754
 (605) 722-3840

Date:	9/6/2021
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