



# City Commission Regular Meeting Agenda

Monday, October 03, 2022 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

Public comments are welcomed, but no action can be taken by the Commission on comments received at this meeting. Anyone wishing to have the Commission vote on an item should call the Finance Office at 578-2600 by 5:00 p.m. on the Wednesday preceding the next scheduled meeting to be placed on the agenda.

1. **Call to Order and Pledge of Allegiance**

2. **Roll Call**

3. **Approve Minutes**

[a.](#) Approval of September 19, 2022 City Commission minutes.

4. **Approve Bills**

[a.](#) Approval of Bill List for October 3, 2022.

5. **Items from Citizens on Agenda**

a. Present Longevity Awards to Sandy Glover, Francis Iverson, Richard Stanger and Anne Wieringa for 20 years with the Fire Department

[b.](#) Proclamation declaring Monday, October 3 as World Habitat Day in the City of Deadwood

6. **Consent Agenda**

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

a. Permission to accept resignation of Jeffery Rodriquez as full-time patrol officer, with permission to remain as part-time patrol officer at \$23.22 per hour effective Oct 7, 2022.

b. Permission to advertise in-house for 5 days and then in official newspaper for one full time patrol officer position. (\$25.79 per hour for Certified and \$23.22 for Non-Certified)

c. Permission to advertise in-house for 5 days for water technician in the Water Department at \$23.00 per hour. (D23 rank)

d. Accept resignation of Owen Wiser as Season Park Technician effective September 30, 2022.

e. Negate removal of the following employees from payroll as they will remain on as part-time status: Joe Royall-McKeown (trolley) and Cristian Fierro (library.)

- f. Approve revised job description for Rec Center Assistant Manager/Program Coordinator. (Effective January 1, 2023.)
- g. Permission to hire Brian Swets as part time patrol officer at \$23.22 per hour effective October 4, 2022, pending per-employment screening.
- h. Permission to hire Michael Anderson and Ron Goldenstein as trolley drivers at \$14.50 per hour effective October 9, 2022 pending pre-employment screening.
- i. Permission to approve revised Section 6.11 CDL Testing Reimbursement policy in employee handbook effective Oct 15, 2022.
- j. Permission to approve revised Section 7.13 City Holidays policy in the employee handbook effective October 1, 2022.
- k. Permission for Mayor to sign contract with Monument Health Hospital for use of swimming pool from November 1, 2022 through October 31, 2023.
- l. Permission for Mayor to sign agreement with Lookout Plan and Code Consulting for building plan review.
- m. Permission for Mayor to sign renewal agreement with Terry Peak Ski Resort for billboard lease from November 1, 2022 to October 31, 2023 at rate of \$220.00 per month.
- n. Permission to hire MS Mail to print the 2023 City Calendars at a cost not to exceed \$3,500.00 with funding coming from Public Education and Block Club line items.
- o. Permission to purchase SimpleK software program from Gene's Lock Shop in an amount not to exceed \$2,975.00 for for key management of City and Historical Preservations facilities. (To be paid from Public Buildings professional services budget.)
- p. Permission for the Mayor to sign the contract for 458 Williams Retaining Wall project with RCS Construction in the amount of \$82,000.00. (To be paid for HP City Retaining Wall line item and approved by City Commission on 09/06/2022.)
- q. Permission for the Mayor to sign easement with Black Hills Energy for transformer at Event Complex for additional power for special events such as snocross.
- r. Permission for the Mayor to sign easement with Black Hills Energy at Public Library for ingress and egress for utility lines resulting from Retaining Wall project.
- s. Permission to pay McDirt Excavation in the amount of \$5,440.00 for emergency water leak repairs on Burnham Avenue (To be paid from Water Dept repair budget.)
- t. Permission to purchase 18" Floor Drill Press from Fastenal at a cost of \$2,751.59 to replace existing drill press. (To be paid from Streets Equipment budget.)
- u. Permission to pay Summit Fire Protection in the amount of \$4,254.00 for annual inspection of all fire extinguishers in City buildings. (To be paid out of Public Buildings professional service budget)

- v. Permission to pay Summit Fire Protection in the amount of \$3,058.00 for annual inspection of fire extinguishers at Fire Hall. (To be paid out of Fire Dept. professional service budget)
- w. Request free parking in all pay by plate fee areas excluding Broadway Parking Garage from Wednesday, November 23 thru Monday, December 26, 2022. All donations going to local non-profit organizations. (Approved by Parking and Transportation on Thursday, September 22)
- x. Permission to waive City pet licensing fees on Wednesday, October 12, 2022 for City-sponsored Pet Licensing Day at Welcome Center. Veterinarian will be on onsite from 3:00PM - 6:00PM to offer discounted pet vaccinations, as well.
- y. Approve Resolution 2022-19 to Vacate a Portion of Section Line Right-Of-Way with updated legal description. Previously approved September 4, 2022.
- z. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Gregg Maynard.
- aa. Permission for Mayor to sign a Memorandum of Understanding between the City of Deadwood, The City of Lead and the Lead-Deadwood School District for two School Resource Officers.
- bb. Permission to purchase 5,500 gallons of diesel from Southside Oil, at a price of \$4.12 per gallon. (To be paid from Streets Supply budget.)

7. **Bid Items**

- a. Results of bid opening for "Structure and Approach Grading PCN 075J – Project BRO 8041(00) 19-1 Timm Lane Bridge" project opened and read publicly on September 29, 2022 at 2:00 p.m. 3 bids received: Corr Construction - \$673,721.66, Complete Concrete - \$847,338.57, Heavy Constructors - 750,237.00.
- b. Permission to advertise to accept bids until 2:00 p.m. on November 3, 2022 (with results to City Commission on November 7, 2022) for a 2022 or newer F-600 Ford Chassis 4x4 Regular Cab truck or equivalent for the Streets Department sander.

8. **Public Hearings**

9. **Old Business**

10. **New Business**

- a. Act as Board of Adjustment and approve/deny the application for a Conditional Use Permit - Condominiums - Keating Resources at 51, 53, 55 Sherman Street. (THE NORTHERN ONE FOOT SIX INCHES (1'6") OF LOT 17, ALL OF LOTS 19, 21, 23, 25 AND VACATED ALLEY BETWEEN LOT 23 AND LOT 25, AND ALL OF LOT 26, AND LOT 27, ALL IN BLOCK 30 OF THE CITY OF DEADWOOD ACCORDING TO THE P.L. ROGERS MAP OF THE CITY OF DEADWOOD. LESS AND EXCEPT TRACT 1 OF MILLER STREET SUBDIVISION ACCORDING TO PLAT DOCUMENT #2012-05646, AND LESS AND EXCEPT WILD BILL LOT ACCORDING TO PLAT DOCUMENT #2012-03484, ALL LOCATED IN THE SW1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 3 EAST OF THE BLACK HILLS MERIDIAN, CITY OF DEADWOOD, SOUTH

DAKOTA.) Recommend Approval by Planning and Zoning Commission on September 21, 2022.

- b. Second Reading of Ordinance #1361 - 2022 An Ordinance Amending Title 17 Zoning
- c. Permission to have Black Hills Energy install temporary 3 Phase riser and overhead for Library Retaining Wall at a cost of \$18,828.86 and then to permanently remove pole and add 3 phase cabinet and pad at an additional cost of \$41,772.72 for total cost of \$60,584.58. (To be paid from HP - City Wall Retaining Wall budget.)
- d. Permission to pay Keltek invoices in the total amount of \$38,668.24 for six mobile data terminals with mounting hardware installed in police vehicles. (To be paid as budgeted item in police equipment.)
- e. Permission to construct and install small shed with electricity at Oakridge Cemetery for meeting with individuals during inclement weather at a cost not to exceed \$9,000.00. (Budgeted under Oakridge Cemetery.)
- f. Permission to hire and pay Schmidt Construction in the amount of \$7,575.00 for replacement of concrete street panels at the intersection of Burnham Avenue and Pearl Street. (To be paid from Streets Department repairs budget.)
- g. Permission for the Mayor to sign the updated Master Lease Agreement with Connell Equipment Leasing Company for the Model S30 Ride-On Sweeper from Tennant Sales and Service Company [Lease approved by City Commission on 08/15/2022.]

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

12. **Executive Session**

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

13. **Adjournment**

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

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

Meeting ID: 605 578 2082

Password: 1876

One tap mobile: 669-900-9128

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



**REGULAR MEETING, SEPTEMBER 19, 2022**

The Regular Session of the Deadwood City Commission convened on Monday, September 19, 2022 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners Michael Johnson, Sharon Martinisko, Charlie Struble and Gary Todd. All motions passed unanimously unless otherwise stated.

**APPROVAL OF MINUTES**

Martinisko moved, Struble seconded to approve the minutes of September 6, 2022. Roll Call: Aye-All. Motion carried.

**APROVAL OF DISBURSEMENTS**

Struble moved, Martinisko seconded to approve the September 19, 2022 disbursements. Roll Call: Aye-All. Motion carried.

A & B WELDING	SUPPLIES	282.80
A & I DISTRIBUTORS	SUPPLIES	82.90
ACE HARDWARE	SUPPLIES	405.19
ADAMS SALVAGE	SERVICE	192.34
ALBERTSON ENGINEERING	PROJECT	3,903.54
ALEX AIR APPARATUS	SUPPLIES	200.82
AMAZON	SUPPLIES	914.04
ANCESTOR CONCRETE	PROJECT	11,500.00
ARCHAEO-PHYSICS	SERVICE	11,665.00
BH CHEMICAL	SUPPLIES	1,045.48
BH ENERGY	SERVICE	30,708.79
BH PIONEER	SERVICE	1,030.44
BH SECURITY	SERVICE	581.64
BUTLER MACHINERY	PAYMENT	39,079.62
CENTURY BUSINESS PRODUCTS	CONTRACT	155.58
CHAINSAW CENTER	RENTAL	956.00
COCA COLA	SUPPLIES	340.00
COMPETITIVE MASONRY	PROJECT	12,870.00
CULLIGAN	SUPPLIES	212.75
DEADWOOD ELECTRIC	SERVICE	3,483.71
DEADWOOD GRANITE	SERVICE	850.00
DEADWOOD HISTORY	PROJECT	403.33
DRUMMOND, NICHOLAS	PRJECT	2,000.00
EAGLE ENTERPRISES	SUPPLIES	8,321.52
ECOLAB	SERVICE	554.73
FIB CREDIT CARDS	SUPPLIES	1,781.69
G&G GARBAGE	RENTAL	275.00
GLANZER, MIKE	SERVICE	238.50
GOLDEN WEST	SERVICE	5,144.50
GREENTREE AUDIO VIDEO	SUPPLIES	205.00
GUNDERSON, PALMER, NELSON	SERVICE	1,983.78
HOHN, JAMIE	PROJECT	6,000.00
HOMETOWN MANUFACTURING	SUPPLIES	1,537.99
IPS GROUP	SERVICE	8,672.02
KIMBALL MIDWEST	SUPPLIES	683.20
KNECHT	SUPPLIES	98.97
KNECHT	GRANTS	315.01
KONE CHICAGO	MAINTENANCE	519.25
LAWSON PRODUCTS	RENTAL	400.00
LEAD-DEADWOOD SANITARY	SERVICE	38,774.14
MACK'S AUTO BODY	SERVICE	975.40
MACROVISION	PROJECT	1,965.00
MICROMARKETING	SUPPLIES	197.07
MIDCONTINENT TESTING	TESTING	21.00
MIDWEST TAPE	SUPPLIES	138.69
MONUMENT HEALTH	TESTING	940.00
MORSE, MARCIA E.	PROJECT	151.85
MS MAIL	SERVICE	1,113.69
NAJA SHRINERS	ALLOCATION	3,500.00
NFPA	MEMBERSHIP	175.00
NHS OF THE BLACK HILLS	SERVICE	3,062.50
NORTHERN HILLS TECHNOLOGY	SERVICE	100.00
NORTHWEST PIPE FITTINGS	SUPPLIES	3,289.98
ONSITE FIRST AID	SUPPLIES	239.18
PCNATION	SUPPLIES	178.59
QUIK SIGNS	SERVICE	32.29
RAMKOTA HOTEL	SERVICE	154.00
RAPID CITY JOURNAL	SERVICE	707.00
RAPID SPA	SERVICE	1,598.06
RCS CONSTRUCTION	PROJECT	39,843.90
RUSHMORE OFFICE	SUPPLIES	25.99
SALOON #10	SUPPLIES	68.00
SANDER SANITATION	SERVICE	13,604.18
SD COMMISSION ON GAMING	CITY SLOTS	29,829.55
SD DEPT OF REVENUE	TAXES	9,585.25
SD MUNICIPAL LEAGUE	CONFERENCE	100.00
SD PUBLIC ASSURANCE ALLIANCE	SERVICE	185,316.82
SONCO PERIMETER SECURITY	SUPPLIES	1,660.00
SOUTHSIDE OIL	FUEL	15,887.70
SOUTHSIDE SERVICE	SERVICE	601.04
STATION AUTOMATION	RENEWAL	1,615.00
STRETCH'S	SERVICE	272.28

**REGULAR MEETING, SEPTEMBER 19, 2022**

STURDEVANT'S	SUPPLIES	1,214.22
SYMBOLARTS	SUPPLIES	130.00
THE LORD'S CUPBOARD	RECYCLING	46.20
THE UPS STORE	SERVICE	145.39
THIS OLD HOUSE	RENEWAL	25.00
TOMS, DON	PROJECT	600.00
TRIPLE K	SERVICE	18.50
TRUGREEN	SERVICE	445.67
TWIN CITY HARDWARE	GRANT	2,804.65
TYLER TECHNOLOGIES	CONTRACT	16,137.08
USA BLUEBOOK	SUPPLIES	1,170.26
VERIZON CONNECT NWF	SERVICE	95.95
VIEHAUSER ENTERPRISES	SERVICE	191.76
VIGILANT BUSINESS SOLUTION	TESTING	490.00
		Total \$538,832.96

**ITEMS FROM CITIZENS ON AGENDA**

**Proclamations**

The Mayor read a proclamation declaring Saturday, September 17 as Bill Pearson Day in the City of Deadwood.

**CONSENT**

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

- A. Permission to remove Victor Leveque (police), Samantha Hamann (archives), Joe Royall-McKeown (trolley), Aaron Olinger (rec center) and Christin Sjomeling (finance assistant) from payroll effective September 1, 2022.
- B. Remove Cristian Fierro (library) from payroll effective October 1, 2022.
- C. Permission to advertise for part-time (up to 19 hours per week) Library Assistant I at \$13.27 per hour.
- D. Permission to waive banner fees and allow free parking for participants in Interpretive Lot 6:00 a.m. to 3:00 p.m. on Saturday, October 22, 2022 for Polar Plunge Event.
- E. Allow use of public property at the Event Complex on Saturday, October 29, 2022 for Trunk or Treat.
- F. Permission to expend up to \$2,626.85 to MacQueen Equipment for pump repair on Tender 9 fire truck. (To be paid from Fire Dept Repair budget.)
- G. Approve temporary parking for Lead-Deadwood Elementary teachers in all pay to park city parking lots (excludes the ramp) Monday through Friday from 7:30 a.m. to 5:00 p.m. for the 2022-2023 school year. School pass must be displayed in vehicle. (Approved by Parking and Transportation on September 8, 2022.)
- H. Permission to pay Junecks in the amount of \$3,568.40 for repairs made to 2002 Dodge Ram 2500 - Parks Dept vehicle. (To be paid from Parks repair budget.)
- I. Permission to make second-half of 2022 Budget Allocation to Deadwood-Lead Economic Development in the amount of \$24,000.00. (To be paid from Bed and Booze budget.)
- J. Hire McDirt Excavation, Inc. to demo concrete, excavate and repair Main Street valves at cost of \$12,500.00. (To be paid from Water Department repair budget.)
- K. Permission to purchase 20 replacement trash receptacle lids from Victor Stanley in the amount of \$3,181.00 including shipping. (To be paid from the Parks Department repair budget.)
- L. Permission to pay Schmidt Construction in the amount of \$3,084.00 for extra concrete required to complete the Whitewood Creek access points. (To be paid from 2022 BID #8 funding.)
- M. Permission to hire and pay Schmidt Construction in the amount of \$3,440.00 for emergency work to replace concrete street panels at intersection of Burnham Avenue and Park Street. (To be paid from Streets Department repairs budget.)
- N. Permission to pay Schmidt Construction in the amount of \$3,280.00 for replacement of concrete street panels at the intersection of Burnham Avenue and Pearl Street. (To be paid from Streets Department repairs budget.)
- O. Permission for the Mayor to sign Satisfaction of Mortgage for HP loan with Marsha E. Morse at 20 Washington Street, Deadwood, SD.

## **REGULAR MEETING, SEPTEMBER 19, 2022**

### **PUBLIC HEARINGS**

#### **Hops and Hogs**

Public hearing was opened at 5:07 p.m. by Mayor David Ruth Jr. Sarah Kryger, Deadwood Chamber, was available to answer questions, hearing closed.

Struble moved, Todd seconded to approve open container in zones 1 and 2 Friday, September 23 from 4:00 p.m. to 10:00 p.m. and Saturday, September 24, 2022 from noon to 10:00 p.m. Roll Call: Aye-All. Motion carried.

#### **Oktoberfest**

Public hearing was opened at 5:08 p.m. by Mayor David Ruth Jr. Sarah Kryger, Deadwood Chamber, was available to answer questions, hearing closed.

Martinisko moved, Johnson seconded to approve open container in zones 1 and 2 Friday, September 30 from 5:00 to 10:00 p.m. and Saturday, October 1 from noon to 10:00 p.m.; street closure on Main Street from Wall to Deadwood Street from 9:00 a.m. to 6:00 p.m. and waiver of banner fees on Saturday, October 1, 2022. Roll Call: Aye-All. Motion carried.

#### **Wild West Songwriters**

Public hearing was opened at 5:09 p.m. by Mayor David Ruth Jr. Sarah Kryger, Deadwood Chamber, was available to answer questions, hearing closed.

Johnson moved, Martinisko seconded to approve open container in zones 1 and 2 on Thursday, October 6 from 5:00 to 10:00 p.m., Friday, October 7 from 5:00 p.m. to 10:00 p.m. and Saturday, October 8, 2022 from noon to 10:00 p.m. Roll Call: Aye-All. Motion carried.

#### **Deadweird**

Public hearing was opened at 5:10 p.m. by Mayor David Ruth Jr. Sarah Kryger, Deadwood Chamber, was available to answer questions. Discussion was held concerning street closure, hearing closed.

Struble moved, Martinisko seconded to approve open container in zones 1 and 2 Friday, October 28 from 5:00 p.m. to 10:00 p.m. and Saturday, October 30 from noon to 10:00 p.m.; street closure on Main Street from Wall to Pine from 5:00 p.m. Saturday, October 29 to 3:00 a.m. Sunday, October 30, 2022. Roll Call: Aye-All. Motion carried.

### **OLD BUSINESS**

#### **Addendum**

Kuchenbecker spoke about the addendum. Johnson moved, Martinisko seconded to approve Addendum Number 3 from Albertson Engineering for up to \$50,000.00 for additional professional design services associated with Whitewood Creek Restoration project due to additional items requested from FEMA. Roll Call: Aye-All. Motion carried.

### **NEW BUSINESS**

#### **Second Reading**

Finance Officer McKeown stated no changes between first and second reading except tax levy amount is \$1,234,157.00 for general purposes. Martinisko moved, Johnson seconded to approve second reading of 2023 Budget Appropriation Ordinance #1359. Roll Call: Aye-All. Motion carried.

#### **Second Reading**

Police Chief Mertens stated the changes made between first and second reading were: fees were set by resolution, removed section dealing with state highway and penalty is the same as other ordinances within the City. Martinisko moved, Struble seconded to approve second reading of Ordinance #1360 Creating Chapter 10.28 Golf Carts. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, SEPTEMBER 19, 2022**

Resolution

McKeown spoke about the fee. Martinisko moved, Struble seconded to approve Resolution 2022-20 Golf Cart Fees. Roll Call: Aye-All. Motion carried.

**A RESOLUTION SETTING FORTH RATES FOR USE BY THE CITY OF DEADWOOD.**

WHEREAS, the 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 fee and other designations associated with City Ordinance #1360 Creating Chapter 10.28 Golf Carts.

**Golf Cart Permit:**

Golf Cart Permit ..... \$50.00

Dated this 19th day of September, 2022

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

First Reading

Planning and Zoning Administrator Russell spoke about the ordinance. Struble moved, Martinisko seconded to approve first reading of Ordinance #1361. Roll Call: Aye-All. Motion carried.

Purchase

Kuchenbecker spoke about the purchase. Martinisko moved, Johnson seconded to approve the purchase of wireless color changeable bulbs for streetlights from Eagle Enterprises, LLC in the amount of \$19,800.00. (To be paid equally by Streets supply budget and HP Capital Assets with the Chamber support provided through the BID district for \$6,000.00 plus services for the Wi-Fi System.) Roll Call: Aye-All. Motion carried.

Heater

Mertens and Rec Center Director Tridle spoke about the purchase. Discussion was held concerning the heater, warranty and installation. Martinisko moved, Struble seconded to approve the emergency purchase of a pool heater from Associated Pool Company in the amount of \$13,908.94 plus installation. (To be paid from Rec Center repair budget.) Roll Call: Aye-All. Motion carried.

**INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS**

The Ridge/short-term rentals

Russell stated The Ridge will be applying for a Planned Unit Development Zoning District with possible short-term rentals, which will consist of a change, modification or implementation of a new zoning district. Commissioner Todd asked Russell his advice on the moratorium. Russell spoke about the task force being put together. He likes the idea of identifying each neighborhood from a density aspect and believes it's important to review the recent housing study Deadwood-Lead Economic Development put together. Mayor Ruth stated viewing each future development individually, allows the city to work with developers to establish the PUD and visit the densities from each development. Mayor spoke about the task force and moratorium. Leah Berg, Affordably Creative Engineering Services for The Ridge, spoke about the different phases, boundary of the PUD and the request of a setback for topography. Russell stated parking requirements being reduced by 20% may be difficult. Commissioner Martinisko is concerned with the TIF being part of short-term rentals and would like to see more R2. Mayor understands the R1/R2 modified but would like legal clarification. Discussion was held concerning R1/R2 modified. Historic Preservation Officer Kuchenbecker spoke about the water capacity for future developments. Barry Decker, resident, asked how this is going to impact city services. Mayor stated the city has addressed the impact for city services and there will be a fire substation in the development. Lonnie Burger, Pat Dringman, Lois Schretenthaler addressed concerns about short-term rentals.

**REGULAR MEETING, SEPTEMBER 19, 2022**

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

**ADJOURNMENT**

Struble moved, Martinisko seconded to adjourn the regular session at 6:18 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) and personnel matters per SDCL 1-25(1) with possible action. The next regular meeting will be on Monday, October 3, 2022 at 5:00 p.m.

After coming out of executive session at 6:51 p.m., Struble moved, Todd seconded to adjourn.

ATTEST: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_  
Jessica McKeown, Finance Officer

BY: \_\_\_\_\_  
David Ruth Jr., Mayor

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

PACKET: 05913 COMBINED - 10/4/22

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3309	THE LORD'S CUPBOARD					
		I-09/27/22	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	79.35
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 79.35
01-0545	LYNN'S DAKOTA MART					
		I-002003111940	101-4111-426	SUPPLIES CITY HALL & LIBRARY MTGS- COMM	000000	70.65
				DEPARTMENT 111	COMMISSION	TOTAL: 70.65
01-0433	WELLMARK BLUE CROSS BLU					
		I-10012022	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,661.28
01-1171	A & B BUSINESS SOLUTION					
		I-IN984075	101-4142-426	SUPPLIES COPIER CONTRACT - FINANCE	000000	158.57
01-1725	QUILL CORPORATION					
		I-27721106	101-4142-426	SUPPLIES COFFEE - FINANCE OFC.	000000	69.98
01-4711	AMAZON CAPITAL SERVICES					
		I-1D7D-33WV-HTHW	101-4142-426	SUPPLIES SPKR,PG FLGS,SVC AWRD JKT&BKPK	000000	184.26
				DEPARTMENT 142	FINANCE	TOTAL: 3,074.09
01-0433	WELLMARK BLUE CROSS BLU					
		I-10012022	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	843.83-
01-0436	BLACK HILLS WINDOW CLEA					
		I-108911	101-4192-422-21	PROFESSIONAL AUG 19 WINDOW CLEAN/WELCOME	000000	901.00
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 09/23/22	101-4192-428-17	UTILITIES - D GAYVILLE 170 BLACKTAIL	000000	26.29
		I-NAT GAS 09/23/22	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	221.48
		I-NAT GAS 09/23/22	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	62.53
		I-NAT GAS 09/23/22	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	52.55
		I-NAT GAS 09/23/22	101-4192-428-04	UTILITIES - C CITY HALL	000000	217.05
		I-NAT GAS 09/23/22	101-4192-428-07	UTILITIES - F FIRE HALL	000000	123.18
		I-NAT GAS 09/23/22	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	32.73
		I-NAT GAS 09/23/22	101-4192-428-09	UTILITIES - H HARCC	000000	79.08
		I-NAT GAS 09/23/22	101-4192-428-10	UTILITIES - L LIBRARY	000000	16.50
		I-NAT GAS 09/23/22	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	18.06
		I-NAT GAS 09/23/22	101-4192-428-13	UTILITIES - R RECREATION CENTER	000000	3,261.37
		I-NAT GAS 09/23/22	101-4192-428-14	UTILITIES - S CITY SHOP PUBLIC WORKS	000000	36.50
		I-NAT GAS 09/23/22	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	25.71
		I-NAT GAS 09/23/22	101-4192-428-19	UTILITIES - G PLUMA PARK 418 CLIFF ST	000000	21.96
		I-NAT GAS 09/23/22	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	137.58

PACKET: 05913 COMBINED - 10/4/22

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0553	MONTANA DAKOTA UTILITIE	continued				
	I-NAT GAS 09/23/22	101-4192-428-24	UTILITIES - O 703 MAIN OUTLAW SQUARE	000000	61.40	
01-0578	TWIN CITY HARDWARE & LU					
	I-2208-208328	101-4192-426	SUPPLIES AEROSOL SILICONE/PUB BLDGS	000000	9.69	
	I-2208-208790	101-4192-425-10	REPAIRS - LIB (2) ROOF CABLES/LIBRARY	000000	79.98	
	I-2208-208803	101-4192-426	SUPPLIES 3V CAM BATTERY-FIX/PUB BLDGS	000000	132.90	
	I-2208-208855	101-4192-425-02	REPAIRS - ADA A15 FILMT SW BULB/ADAMS MUS	000000	7.49	
	I-2208-208970	101-4192-425-13	REPAIRS - REC 38 QT SIDEPRESS COMBO/REC CENT	000000	89.99	
	I-2208-209191	101-4192-426	SUPPLIES PROCELL-ALKALINE BATTERY/PB	000000	76.96	
	I-2208-209282	101-4192-426	SUPPLIES (4) ALKALINE BATTERY/PUB BLDGS	000000	79.96	
	I-2209-209468	101-4192-425-17	REPAIRS-DAYS 6V 5 AMP BATTERY/76 MUSEUM	000000	43.96	
	I-2209-209643	101-4192-426	SUPPLIES BLUE DUSTPAN-MOP STICK/PB	000000	24.48	
	I-2209-210595	101-4192-426	SUPPLIES BALL VALVE-FLUX PASTE-BRUSH/PB	000000	30.27	
	I-2209-210679	101-4192-426	SUPPLIES BRUSH-TEE COPPER-SOLDER/PB	000000	77.96	
	I-2209-210755	101-4192-425	REPAIRS (10) 6V 4.5 AMP BATTERY/PB	000000	109.90	
	I-2209-210755	101-4192-425-08	REPAIRS - HIS (10) 6V 4.5 AMP BATTERY/PB	000000	13.47	
	I-2209-210950	101-4192-425-01	REPAIRS - ADA CAMERA BATTERY/ADAMS HOUSE	000000	11.99	
	I-2209-211172	101-4192-426	SUPPLIES SCREWDRIVER-MAGIC ERASER/PB	000000	23.94	
	I-2209-211269	101-4192-426	SUPPLIES BLUE MED DUTY TARP/PUB BLDGS	000000	59.99	
	I-2209-211355	101-4192-425-02	REPAIRS - ADA CAM LOCK-KEY TAG RING/ADAMS MU	000000	17.98	
	I-2209-211825	101-4192-426	SUPPLIES 64 GB SANDISK SD CARD/PUB BLDG	000000	21.99	
	I-2209-212062	101-4192-426	SUPPLIES HEX LAG SCREWS/PUB BLDGS	000000	22.99	
	I-2209-212448	101-4192-426	SUPPLIES 7" MAG RAFTER SQUARE/PUB BLDG	000000	29.99	
	I-2209-213103	101-4192-426	SUPPLIES (5) 40 LB CUBE SOFTENER SALT/P	000000	49.95	
	I-2209-213267	101-4192-425-22	REPAIRS - MT. STEEL WOOL-DISP SEALANT/MM	000000	16.28	
01-1003	VERIZON WIRELESS					
	I-9915504656	101-4192-422	PROFESSIONAL ON CALL PHONE/PUB BLDGS	000000	41.90	
01-1502	BLACK HILLS CHEMICAL					
	I-231590	101-4192-426	SUPPLIES FOAMY-GLEME-STERIPHENE/PB	000000	498.34	
	I-231590A	101-4192-426	SUPPLIES STERIPHENE/PUB BLDGS	000000	69.96	
	I-232124	101-4192-426	SUPPLIES CLOROX-OPTICORE TP/PUB BLDGS	000000	295.68	
01-1558	ECOLAB PEST ELIMINATION					
	I-7735120	101-4192-422-21	PROFESSIONAL ANT PROGRAM/WELCOME CENTER	000000	103.27	
01-1652	BLOOMERS FLOWERS & GIFT					
	I-38642	101-4192-426	SUPPLIES FERN PLANT RADENSLEBE/PBLDGS	000000	13.75	
01-1725	QUILL CORPORATION					
	I-27783411	101-4192-426	SUPPLIES PLASTIC FORKS-KNIVES-SPOONS/PB	000000	200.99	
01-3032	OTIS ELEVATOR COMPANY					
	I-100400919843	101-4192-422-10	PROFESSIONAL EL MAINT 10/1-12/31/22/LIBRAR	000000	161.82	
01-3094	BOMGAARS					
	I-57987398	101-4192-434	MACHINERY/EQU COMPACT ROUTER-BATTERY/PUB BLD	000000	219.99	



9/30/2022 10:27 AM  
PACKET: 05913 COMBINED - 10/4/22  
VENDOR SET: 01  
FUND : 101 GENERAL FUND  
DEPARTMENT: 192 PUBLIC BUILDINGS  
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3094	BOMGAARS					
			continued			
		I-57987398	101-4192-426	SUPPLIES PAID AN HP INVOICE/PARKS	000000	169.98-
01-3421	S AND C CLEANERS					
		I-09/27/22 INV #129	101-4192-422-04	PROFESSIONAL CLEANING/CITY HALL	000000	990.00
		I-09/27/22 INV 129	101-4192-422-04	PROFESSIONAL CLEANING/POLICE DEPT	000000	1,365.00
		I-09/27/22 INV 140	101-4192-422-13	PROFESSIONAL CLEANING/REC CENTER	000000	2,533.00
		I-09/27/22 INV 164	101-4192-422-21	PROFESSIONAL CLEANING/WELCOME CENTER	000000	1,740.00
		I-09/27/22 INV 174	101-4192-422-10	PROFESSIONAL CLEANING/LIBRARY	000000	600.00
		I-09/27/22 INV 174	101-4192-422-07	PROFESSIONAL CLEANING/FIRE DEPT	000000	400.00
		I-09/27/22 INV 264	101-4192-422-24	PROFESSIONAL BATHROOMS-OSQ OFFICE	000000	840.00
		I-09/27/22 INV 264	101-4192-422	PROFESSIONAL GATEWAY AND TRAILS	000000	525.00
		I-09/27/22 INV 264	101-4192-422-08	PROFESSIONAL- HISTORY BATHROOMS	000000	165.00
		I-09/27/22 INV 264	101-4192-422-22	PROFESSIONAL- MT MORIAH	000000	420.00
		I-09/27/22 INV 264	101-4192-422	PROFESSIONAL ELEVATOR	000000	150.00
		I-09/27/22 INV 264	101-4192-422-03	PROFESSIONAL BALLPARK	000000	225.00
		I-09/27/22 INV 264	101-4192-422-06	PROFESSIONAL- GORDON PARK	000000	420.00
		I-09/27/22 INV 264	101-4192-422-06	PROFESSIONAL- RODEO/MONSTER TR,3 WHEEL,DAYS	000000	270.00
01-3506	ALSCO					
		I-LCAS1489013	101-4192-422-15	PROFESSIONAL TOWELS-MATS-MOPS-BAGS/TROLLEY	000000	99.00
		I-LCAS1489014	101-4192-422-14	PROFESSIONAL TOWELS-MOPS-MATS-BAGS/STRTS	000000	141.75
		I-LCAS1489015	101-4192-422-11	PROFESSIONAL TOWELS-MOPS-MATS-BAGS/PARKS	000000	54.84
		I-LCAS1489016	101-4192-422-10	PROFESSIONAL TOWELS-BAGS/LIBRARY	000000	23.00
		I-LCAS1489020	101-4192-422-21	PROFESSIONAL MATS/WELCOME CENTER	000000	62.51
		I-LCAS1491442	101-4192-422-15	PROFESSIONAL TOWELS-MATS-MOPS-BAGS/TROLLEY	000000	99.91
		I-LCAS1491443	101-4192-422-14	PROFESSIONAL TOWELS-MOPS-MATS-BAGS/STRTS	000000	142.36
		I-LCAS1491444	101-4192-422-11	PROFESSIONAL TOWELS-MOPS-MATS-BAGS/PARKS	000000	55.79
		I-LCAS1491445	101-4192-422-10	PROFESSIONAL TOWELS-BAGS/LIBRARY	000000	23.00
		I-LCAS1491446	101-4192-422-08	PROFESSIONAL- MATS-MOPS-TOWELS-BAGS/HISTORY	000000	109.09
		I-LCAS1491447	101-4192-422-07	PROFESSIONAL TOWELS-MOPS-MATS-BAGS/FIRE HAL	000000	41.14
		I-LCAS1491448	101-4192-422-04	PROFESSIONAL TOWELS-BAGS-MOPS-MATS/CITY HAL	000000	213.94
		I-LCAS1491449	101-4192-422-21	PROFESSIONAL MATS/WELCOME CENTER	000000	62.51
		I-LCAS1492885	101-4192-422-13	PROFESSIONAL MATS/REC CENTER	000000	201.94
		I-LCAS1493821	101-4192-422-15	PROFESSIONAL TOWELS-MATS-MOPS-BAGS/TROLLEY	000000	106.98
		I-LCAS1493822	101-4192-422-14	PROFESSIONAL TOWELS-MOPS-MATS-BAGS/STREETS	000000	158.86
		I-LCAS1493823	101-4192-422-11	PROFESSIONAL MATS-MOPS-TOWELS-BAGS/PARKS	000000	57.48
		I-LCAS1493824	101-4192-422-10	PROFESSIONAL TOWELS-BAGS/LIBRARY	000000	23.69
		I-LCAS1493825	101-4192-422-08	PROFESSIONAL- TOWELS-BAGS-MOPS-MATS/HISTORY	000000	66.86
		I-LCAS1493826	101-4192-422-07	PROFESSIONAL MOPS-MATS-TOWELS-BAGS/FIRE HAL	000000	42.37
		I-LCAS1493827	101-4192-422-04	PROFESSIONAL TOWELS-MOPS-MATS-BAGS/CITY HAL	000000	215.80
		I-LCAS1495316	101-4192-422-13	PROFESSIONAL MATS/REC CENTER	000000	199.15
		I-LCAS1496313	101-4192-422-15	PROFESSIONAL MATS-MOPS-TOWELS-BAGS/TROLLEY	000000	102.97
		I-LCAS1496314	101-4192-422-14	PROFESSIONAL MOPS-MATS-BAGS-TOWELS/STRTS	000000	146.97
		I-LCAS1496315	101-4192-422-11	PROFESSIONAL MATS-MOPS-BAGS-TOWELS/PARKS	000000	57.47
		I-LCAS1496316	101-4192-422-10	PROFESSIONAL MICROFIBER TOWELS/LIBRARY	000000	23.00
		I-LCAS1496317	101-4192-422-08	PROFESSIONAL- MOPS-MATS-BAGS-TOWELS/HISTORY	000000	63.58
		I-LCAS1496318	101-4192-422-07	PROFESSIONAL BAGS-MOPS-TOWELS/FIRE HALL	000000	41.14
		I-LCAS1496319	101-4192-422-04	PROFESSIONAL TOWELS-MATS-MOPS-BAGS/CITY HA	000000	212.62

PACKET: 05913 COMBINED - 10/4/22

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3506	ALSCO	continued				
		I-LCAS1496320	101-4192-422-21	PROFESSIONAL MATS/WELCOME CENTER	000000	62.51
		I-LCAS1497737	101-4192-422-13	PROFESSIONAL MATS/REC CENTER	000000	199.15
		I-LCAS1498722	101-4192-422-15	PROFESSIONAL MOPS-MATS-BAGS-TOWELS/TROLLEY	000000	105.13
		I-LCAS1498723	101-4192-422-14	PROFESSIONAL MOPS-MATS-BAGS-TOWELS/STRTS	000000	148.36
		I-LCAS1498724	101-4192-422-11	PROFESSIONAL MOPS-MATS-TOWELS-BAGS/PARKS	000000	57.31
		I-LCAS1498726	101-4192-422-08	PROFESSIONAL- MATS-MOPS-BAGS-TOWELS/HISTORY	000000	56.59
		I-LCAS1498727	101-4192-422-07	PROFESSIONAL TOWELS-BAGS-MOPS-MATS/FIRE HAL	000000	42.97
		I-LCAS1498728	101-4192-422-04	PROFESSIONAL TOWELS-MATS-MOPS-BAGS/CITY HAL	000000	215.56
		I-LCAS1498729	101-4192-422-21	PROFESSIONAL MATS/WELCOME CENTER	000000	65.23
		I-LCAS1500232	101-4192-422-13	PROFESSIONAL MATS/REC CENTER	000000	204.89
		I-LCAS1501920	101-4192-422-13	PROFESSIONAL MATS/REC CENTER	000000	199.15
		I-lcas1489018	101-4192-422-10	PROFESSIONAL TOWELS-MATS-MOPS-BAGS/FIRE HAL	000000	41.14
01-3685	BLACK HILLS SECURITY &					
		I-09/15/22	101-4192-422-10	PROFESSIONAL W-3046 LIBRARY / R257459	000000	179.85
		I-09/15/22	101-4192-422	PROFESSIONAL W-9696 MM GIFT SHOP / R257469	000000	134.85
		I-09/15/22	101-4192-422-08	PROFESSIONAL- W-9687 INFO CENTER / R257468	000000	149.85
		I-09/15/22	101-4192-422-06	PROFESSIONAL- W-9699 RODEO / R257454	000000	134.85
		I-09/15/22	101-4192-422-06	PROFESSIONAL- W-9700 RODEO / R257455	000000	149.85
		I-09/15/22	101-4192-422-21	PROFESSIONAL W-9701 WELCOME / R257464	000000	149.85
		I-09/15/22	101-4192-422-02	PROFESSIONAL W-2002 ADAMS MUSEUM / R257439	000000	89.85
		I-09/15/22	101-4192-422-04	PROFESSIONAL W-2024 CITY HALL / R257465	000000	134.85
		I-09/15/22	101-4192-422-21	PROFESSIONAL W-2048 WELCOME / R257463	000000	134.85
		I-09/15/22	101-4192-422-17	PROFESSIONAL- W-2062 DAYS OF 76 / R257452	000000	134.85
		I-09/15/22	101-4192-422-17	PROFESSIONAL- W-2063 DAYS OF 76 / R257453	000000	149.85
		I-09/15/22	101-4192-422-09	PROFESSIONAL W-2064 HARCC / R257457	000000	134.85
		I-09/15/22	101-4192-422-09	PROFESSIONAL W-2065 HARCC / R257458	000000	149.85
		I-09/15/22	101-4192-422-02	PROFESSIONAL W-2066 ADAMS MUSEUM / R257440	000000	134.85
		I-09/15/22	101-4192-422-02	PROFESSIONAL W-2067 ADAMS MUSEUM / R257438	000000	149.85
		I-09/15/22	101-4192-422-01	PROFESSIONAL W-2074 ADAMS HOUSE / R257437	000000	149.85
		I-09/15/22	101-4192-422-04	PROFESSIONAL W-2893 CITY HALL / R257466	000000	179.85
		I-09/15/22	101-4192-422-04	PROFESSIONAL W-3042 CITY HALL WTR / R257467	000000	134.85
		I-09/15/22	101-4192-422-24	PROFESSIONAL W-3058 OUTLAW SQUARE / R257460	000000	179.85
01-3838	BLUEPEAK					
		I-TELEPHONE 9/16/22	101-4192-428	UTILITIES PARKING RAMP	000000	142.99
		I-TELEPHONE 9/16/22	101-4192-428-04	UTILITIES - C CITY HALL INTERNET	000000	50.50
		I-TELEPHONE 9/16/22	101-4192-428-04	UTILITIES - C CITY HALL TELEPHONE	000000	1,788.71
		I-TELEPHONE 9/16/22	101-4192-428-07	UTILITIES - F FIRE HALL	000000	351.27
		I-TELEPHONE 9/16/22	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	228.74
		I-TELEPHONE 9/16/22	101-4192-428-10	UTILITIES - L LIBRARY	000000	746.62
		I-TELEPHONE 9/16/22	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	283.86
		I-TELEPHONE 9/16/22	101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	90.00
		I-TELEPHONE 9/16/22	101-4192-428-14	UTILITIES - S STREET SHOP	000000	45.85
		I-TELEPHONE 9/16/22	101-4192-428-17	UTILITIES - D DAYS OF '76 MUSEUM	000000	158.62
		I-TELEPHONE 9/16/22	101-4192-428-19	UTILITIES - G GATEWAY VISITORS CENTER	000000	79.99
01-4057	VIEHAUSER ENTERPRISES,					

PACKET: 05913 COMBINED - 10/4/22

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4057	VIEHAUSER ENTERPRISES,	continued				
		I-41639	101-4192-422-24	PROFESSIONAL RETRIEVAL OF FOOTAGE/OSQ	000000	165.00
		I-41885	101-4192-426-18	SUPPLIES - FO FERGUSON FIELD KEYS/FOOTBALL F	000000	21.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1L4T-DK1D-NFXN	101-4192-426-24	SUPPLIES - OU HVY DUTY 2 CHAN CABLE PROT/OSQ	000000	389.22
		I-1RCDC-D3HC-Y7MG	101-4192-426	SUPPLIES ORIGINAL CREAMER - PB	000000	11.99
01-4803	SUMMIT FIRE PROTECTION					
		I-115007508	101-4192-422-06	PROFESSIONAL- PUFF TEST-FUSE LINK SRVC/GRAND	000000	199.75
01-4944	QUADIENT FINANCE USA, I					
		I-7900044081016127-B	101-4192-426	SUPPLIES POSTAGE METER REFILL	000000	500.00
01-4957	ONSITE FIRST AID, LLC					
		I-1523	101-4192-422-04	PROFESSIONAL TABLETS-SPRAY-BURN GEL/CITY HA	000000	81.02
01-4960	THE PLUMBER INC					
		I-15561141	101-4192-425-04	REPAIRS - CIT REPLACE SOFTENER UNIT/CITY HAL	000000	2,489.00
		I-15637173	101-4192-425-18	REPAIRS - FOO INST NEW-REP OLD TOILETS/FOOTB	000000	1,501.00
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	33,891.96
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-400537	101-4193-422	PROFESSIONAL COMPUTER SERVICE FOR CSO'S	000000	525.00
		I-402518	101-4193-422	PROFESSIONAL PARKS SHOP REPAIR	000000	751.22
				DEPARTMENT 193 COMPUTER SERVICE	TOTAL:	1,276.22
01-0433	WELLMARK BLUE CROSS BLU					
		I-10012022	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	19,031.90
01-1826	FIRST NET					
		I-287304791844X09232	101-4210-422	PROFESSIONAL MDT POLICE CARS - SEPT	000000	171.56
01-3343	L.L. BEAN, INC.					
		I-727669	101-4210-426	SUPPLIES SERVICE AWARD - POLICE	000000	74.38
01-4195	MARCO					
		I-32358577	101-4210-424	RENTALS COPIER CONTRACT - POLICE	000000	239.01
01-4317	VIGILANT BUSINESS SOLUT					
		I-220953-B	101-4210-422	PROFESSIONAL BACKGROUND INVESTIGATION -PD	000000	123.00
01-4542	LAKOTA CONTRACTING, INC					
		I-4661	101-4210-426	SUPPLIES UNIFORM PANTS/BRAID - POLICE	000000	80.35
				DEPARTMENT 210 POLICE	TOTAL:	19,720.20

PACKET: 05913 COMBINED - 10/4/22

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-10012022	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	536.85
01-0578	TWIN CITY HARDWARE & LU	I-2209-210430	101-4221-425	REPAIRS BRAIDED TUBE - FIRE DEPT	000000	3.94
		I-2209-213098	101-4221-426	SUPPLIES FLOOR SQUEEGEE/HANDLE - FIRE	000000	49.98
01-0782	JACOBS PRECISION WELDIN	I-29492	101-4221-425	REPAIRS TENDER #9 MODIFICATIONS/FIRE	000000	439.76
01-1171	A & B BUSINESS SOLUTION	I-IN982742	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	76.25
01-1410	WESTERN COMMUNICATIONS,	I-16725	101-4221-434	MACHINERY/EQU 6 PORTS-SL300 VHF DISP/ FIRE	000000	2,036.82
01-1430	MOTOROLA SOLUTIONS, INC	I-8281451855	101-4221-434	MACHINERY/EQU RADIO - FIRE DEPT	000000	239.68
01-1771	NFPA	I-8258178X	101-4221-422	PROFESSIONAL MEMBERSHIP THRU 10/25/23	000000	1,345.50
01-1798	CHAINSAW CENTER/DAKOTA	I-1395916	101-4221-426	SUPPLIES AIR FILTER - ENG#1 CHNSAW/FIRE	000000	22.95
01-2594	DEADWOOD FIRE DEPARTMEN	I- 09/28/22	101-4221-422	PROFESSIONAL LONGEVITY AWARDS	000000	400.00
01-3056	NORTHERN HILLS TECHNOLO	I-9667924	101-4221-422	PROFESSIONAL ONLINE BACKUP SVC - FIRE DEPT	000000	32.50
01-4317	VIGILANT BUSINESS SOLUT	I-221010	101-4221-422	PROFESSIONAL BACKGROUND INVESTIGATION-FIRE	000000	18.50
01-4327	JUSTICE FIRE & SAFETY	I-INV-18861-L5X1	101-4221-422	PROFESSIONAL TANK SERVICE/INSPECTION - FIRE	000000	247.40
01-4682	ROBITAILLE, PAUL	I-08/17/22	101-4221-434	MACHINERY/EQU REIMBS.-JR.LOCKERS/FIRE DEPT	000000	254.77
		I-09/22/22	101-4221-434	MACHINERY/EQU REIMBS.-TURN SIGNAL LIGHT/FIRE	000000	26.63
01-4821	MACQUEEN EMERGENCY	I-WO1248	101-4221-425	REPAIRS REPAIR OF TENDER #9 - FIRE TRK	000000	1,375.23
		I-WO1302	101-4221-425	REPAIRS REPAIR CRIMSON PUMPER - FIRE	000000	675.05
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 7,781.81

01-0433 WELLMARK BLUE CROSS BLU

PACKET: 05913 COMBINED - 10/4/22

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 232 BUILDING INSPECTION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	continued				
	I-10012022	101-4232-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	536.84
01-1003	VERIZON WIRELESS					
	I-9915504656	101-4232-422	PROFESSIONAL	BLDG INSPECTOR TABLET	000000	26.97
DEPARTMENT 232 BUILDING INSPECTION TOTAL:						563.81
01-0206	SCHMIDT, WILLIAM					
	I-09/13/22 INVOICE	101-4310-425	REPAIRS	REBAR-POUR-FINISH BURNHAM/STR	000000	3,280.00
	I-09/23/2022 INVOICE	101-4310-425	REPAIRS	REPAIR TO DROP INLET/STRTS	000000	1,985.00
01-0433	WELLMARK BLUE CROSS BLU					
	I-10012022	101-4310-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	4,341.45
01-0578	TWIN CITY HARDWARE & LU					
	I-2208-208947	101-4310-426	SUPPLIES	ALKALINE BATTERY/STREETS	000000	19.99
	I-2209-210420	101-4310-426	SUPPLIES	COUPLER-ADAPT-NIPP-VALVE/STRTS	000000	172.95
	I-2209-210764	101-4310-426	SUPPLIES	2XCLOSE BL NIPPLE/STREETS	000000	7.49
	I-2209-210826	101-4310-426	SUPPLIES	PTFE TAPE-IN USE COVER/STRTS	000000	23.93
	I-2209-211212	101-4310-426	SUPPLIES	100 PC BIT SET/STREETS	000000	19.99
	I-2209-211449	101-4310-426	SUPPLIES	(3) ELASTIC CRACK FILL/STREETS	000000	38.97
	I-2209-211691	101-4310-426	SUPPLIES	DRILL BITS-DEMING BIT/STREETS	000000	56.46
	I-2209-212617	101-4310-426	SUPPLIES	(10) 50 LB SILICA SAND/STREETS	000000	89.90
	I-2209-212670	101-4310-426	SUPPLIES	ZOOM LED FLASHLIGHT/STREETS	000000	19.99
	I-2209-212671	101-4310-426	SUPPLIES	SWVL LK RTR KNIFE/STREETS	000000	9.99
	I-2209-213152	101-4310-426	SUPPLIES	BL-GRAY FLEX SEAL SEALANT/STRT	000000	62.96
	I-2209-213163	101-4310-426	SUPPLIES	ALUM FOIL TAPE/STREETS	000000	17.99
	I-2209-213309	101-4310-426	SUPPLIES	NUTDRIVER-COMP SHIMS/STREETS	000000	26.98
01-0677	LAWSON PRODUCTS, INC.					
	I-9309948273	101-4310-425	REPAIRS	(25) 5 GA CONCRET PTCH TRAC/ST	000000	405.00
01-0684	NORTHWEST PIPE FITTINGS					
	I-1405958	101-4310-426	SUPPLIES	FEM-MALE SWIVEL ADAPT/STRTS	000000	117.83
	I-1405976	101-4310-426	SUPPLIES	STD BLK BELLREDUCER/STRTS	000000	32.29
01-1003	VERIZON WIRELESS					
	I-9915504656	101-4310-422	PROFESSIONAL	ON CALL PHONE/STREETS	000000	24.73
01-1171	A & B BUSINESS SOLUTION					
	I-IN982745	101-4310-426	SUPPLIES	CONTRACT BASE RATE/STRTS	000000	74.76
01-1652	BLOOMERS FLOWERS & GIFT					
	I-38642	101-4310-426	SUPPLIES	FERN PLANT RADENSLEBE/STRTS	000000	13.75
01-2901	TRAFFIC CONTROL CORPORA					
	I-138566	101-4310-425	REPAIRS	PED PUSH BUTTON POLE BASE/STRT	000000	275.00

9/30/2022 10:27 AM  
 PACKET: 05913 COMBINED - 10/4/22  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 310 STREETS  
 BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2901	TRAFFIC CONTROL CORPORA	continued				
		I-138684	101-4310-425	REPAIRS REPAIR STATION #3/STRTS	000000	485.00
01-3156	BRANDON INDUSTRIES INC.					
		I-2008236-IN	101-4310-426	SUPPLIES SQ SIGNS ENTRANCE ONLY/STRTS	000000	279.00
01-3837	SACRISON ASPHALT					
		I-22093-03	101-4310-426	SUPPLIES (3.03) ASPHALT/STREETS	000000	266.64
01-3977	ACE HARDWARE OF LEAD					
		I-028476	101-4310-426	SUPPLIES FLEXSEAL SPRAY/STREETS	000000	44.97
		I-028536	101-4310-426	SUPPLIES PLASTIC RAZOR SCRAPER/STRTS	000000	3.58
01-4721	TOWEY DESIGN GROUP INC.					
		I-22-256	101-4310-422	PROFESSIONAL PRO SRVCS SAMPSON MILL-OVER/ST	000000	2,495.20
				DEPARTMENT 310 STREETS	TOTAL:	14,691.79
01-0213	TRUGREEN CHEM-LAWN					
		I-166231841	101-4370-422	PROFESSIONAL LAWN SERVICE/OAKRIDGE	000000	1,640.05
01-0684	NORTHWEST PIPE FITTINGS					
		I-1407629	101-4370-433	IMPROVEMENTS STRAND BLUE TRACE WIRE/OAKRID	000000	1,620.00
		I-1407631	101-4370-433	IMPROVEMENTS SLIP-VALVE-BOX-INS TEE/OAKRIDG	000000	956.30
01-3061	CPS DISTRIBUTORS, INC					
		I-0007700430-001	101-4370-433	IMPROVEMENTS 300'-100' POLY PIPE UTIL/OAKRI	000000	1,738.28
				DEPARTMENT 370 OAKRIDGE CEMETERY	TOTAL:	5,954.63
01-0213	TRUGREEN CHEM-LAWN					
		I-165809631	101-4520-422	PROFESSIONAL LAWN SERVICE/RIVERWALK HWY 14A	000000	506.31
		I-165810046	101-4520-422	PROFESSIONAL LAWN SERVICE/DAY MUSEUM	000000	126.79
		I-165820938	101-4520-422	PROFESSIONAL LAWN SERVICE/SOFTBALL FIELDS	000000	468.56
		I-165878653	101-4520-422	PROFESSIONAL LAWN SRVC ST AMBROSE/PARKS	000000	698.38
01-0433	WELLMARK BLUE CROSS BLU					
		I-10012022	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,813.86
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-402517	101-4520-422	PROFESSIONAL MICROSOFT BUS LICENSE/PARKS	000000	100.00
01-0578	TWIN CITY HARDWARE & LU					
		I-2208-208791	101-4520-425	REPAIRS (3) DIAGONAL CUT PLIERS/PARKS	000000	22.47
		I-2208-208798	101-4520-425	REPAIRS PVC NIPPLE-SWVL CNCT/PARKS	000000	21.84
		I-2209-211394	101-4520-426	SUPPLIES (3) JUMBO MARKERS/PARKS	000000	14.97
		I-2209-211884	101-4520-425	REPAIRS PVC COUPLING-PIPE/PARKS	000000	9.58

PACKET: 05913 COMBINED - 10/4/22

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-2209-212914	101-4520-425	REPAIRS	COUPLING-VALVE-NIPPLE/PARKS	000000 91.96
		I-2209-213162	101-4520-425	REPAIRS	(4) HEAVY OPEN S HOOK/PARKS	000000 7.96
		I-2209-213259	101-4520-425	REPAIRS	NIP-ADAPT-BIB-BUSHING/PARKS	000000 80.43
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-67152	101-4520-425	REPAIRS	FLAT TIRE REPAIR/PARKS	000000 33.99
01-0798	WARNE CHEMICAL & EQUIPM					
		I-355685	101-4520-433-05	CIP - WHITEW	WEED MGMT WHITEWOOD CRK/PARKS	000000 1,930.00
		I-355715	101-4520-433-05	CIP - WHITEW	WEED MGMT WHITEWOOD CRK/PRK	000000 3,100.00
		I-355983	101-4520-422	PROFESSIONAL	WEED MGMT MT MORIAH DRV/PARKS	000000 275.00
		I-355984	101-4520-422	PROFESSIONAL	WEED MGMT CLIFF ST/PARKS	000000 197.00
		I-355985	101-4520-422	PROFESSIONAL	WEED MGMT TROLLEY-PW/PARKS	000000 442.00
		I-355988	101-4520-422	PROFESSIONAL	WEED MGMT CITY HALL/PARKS	000000 125.00
01-0988	CARROT-TOP INDUSTRIES I					
		I-SO51994490	101-4520-426	SUPPLIES	NYLON-POLYESTER FLAGS/PARKS	000000 406.41
01-1171	A & B BUSINESS SOLUTION					
		I-IN982746	101-4520-422	PROFESSIONAL	CONTRACT BASE RATE/PARKS	000000 141.68
01-1397	MICHAEL TODD & COMPANY,					
		I-207094	101-4520-425	REPAIRS	(100) TWIST CROSS CHAIN/PARKS	000000 473.11
01-1509	JUNEKS SERVICE					
		I-08/15/22	101-4520-425	REPAIRS	REPAIRS 2002 DODGE RAM/PARKS	000000 3,568.40
01-1652	BLOOMERS FLOWERS & GIFT					
		I-38642	101-4520-422	PROFESSIONAL	FERN PLANT RADENSLEBE/PARKS	000000 13.74
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1395938	101-4520-425	REPAIRS	LEVER ASSY STEER-CABLE/PARKS	000000 32.30
01-3094	BOMGAARS					
		I-57987639	101-4520-425	REPAIRS	PAINT SPRAYER/PARKS	000000 77.99
01-4711	AMAZON CAPITAL SERVICES					
		I-1D7D-33WV-3XKD	101-4520-426	SUPPLIES	REUSABLE CINCH STRAPS/PARKS	000000 91.10
		I-1HGV-6DM4-VLH4	101-4520-426	SUPPLIES	LAPTOP BRIEFCASE BAG/PARKS	000000 28.69
					DEPARTMENT 520 PARKS	TOTAL: 16,899.52
01-0433	WELLMARK BLUE CROSS BLU					
		I-10012022	101-4640-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000 1,587.58
01-4711	AMAZON CAPITAL SERVICES					
		I-1R37-L46Q-HDYR	101-4640-426	SUPPLIES	LENS CLEANING TOWLETTES-PZ	000000 17.20



PACKET: 05913 COMBINED - 10/4/22  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 640 PLANNING AND ZONING  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4711	AMAZON CAPITAL SERVICES	continued				
		I-1RCDC-D3HC-Y7MG	101-4640-426	SUPPLIES	FRIXION PENS - PZ	000000 9.49
					DEPARTMENT 640 PLANNING AND ZONING	TOTAL: 1,614.27
					FUND 101 GENERAL FUND	TOTAL: 105,618.30

PACKET: 05913 COMBINED - 10/4/22

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-10012022	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	536.85
01-1171	A & B BUSINESS SOLUTION					
		I-IN983037	206-4550-422	PROFESSIONAL COPIER CONTRACT - LIBRARY	000000	62.09
01-1562	MIDWEST TAPE, LLC					
		I-502646763	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	34.49
		I-502646765	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	24.99
		I-502678936	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	17.99
01-1613	THE LIBRARY STORE, INC.					
		I-586461	206-4550-426	SUPPLIES SECURITY DVD CASES - LIBRARY	000000	919.98
01-4770	SD STATE POETRY SOCIETY					
		I-09/12/22	206-4550-434	COLLECTION DE 2023 MEMBERSHIP - LIBRARY	000000	40.00
DEPARTMENT 550 LIBRARY						TOTAL: 1,636.39
FUND 206 LIBRARY FUND						TOTAL: 1,636.39

PACKET: 05913 COMBINED - 10/4/22

VENDOR SET: 01

FUND : 209 BED &amp; BOOZE FUND

DEPARTMENT: 510 REC CENTER

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-10012022	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,142.77
01-0451	RUNGE, MIKE	I-FAM DOLLAR 9/14/22	209-4510-426	SUPPLIES HALLOWEEN SUPPLIES/REC CENTER	000000	50.06
01-1909	AMERICAN RED CROSS TRAI	I-22478328	209-4510-422	PROFESSIONAL ADULT-PED FIRST AID-CPR-AED/RC	000000	35.00
01-3060	QUIK SIGNS	I-38703	209-4510-426	SUPPLIES SIGN COROPLAST MOUNTED/REC	000000	115.65
01-4261	IDENTISYS	I-589029	209-4510-426	SUPPLIES (200) ISO CARD HID PROX/REC CE	000000	653.40
01-4711	AMAZON CAPITAL SERVICES	I-1D97-PKV4-VXLQ	209-4510-426	SUPPLIES (250) MIFFLIN BADGE HOLDER/REC	000000	36.98
01-4884	NOVA FITNESS EQUIPMENT	I-50216	209-4510-425	REPAIRS COMPLETE MAINTENCE/REC CENTER	000000	834.68
DEPARTMENT 510 REC CENTER TOTAL:						3,868.54
01-1647	DEADWOOD-LEAD ECONOMIC	I-08/22/22	209-4980-429	OTHER 2ND HALF 2022 ALLOCATION	000000	24,000.00
DEPARTMENT 980 SPECIAL EVENTS TOTAL:						24,000.00
FUND 209 BED & BOOZE FUND TOTAL:						27,868.54

PACKET: 05913 COMBINED - 10/4/22

VENDOR SET: 01

FUND : 212 BID #8 (Business Improve)

DEPARTMENT: 630 BID 8

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0206	SCHMIDT, WILLIAM					
		I-09/08/22	212-4630-423	MARKETING BAL.DUE-WHITEWD CRK-BID #8	000000	3,084.00
01-3602	DEADWOOD GAMING ASSOCIA					
		I-09/26/22	212-4630-422	PROFESSIONAL BID #8 CONTRIBUTION	000000	10,000.00
				DEPARTMENT 630 BID 8	TOTAL:	13,084.00
				FUND 212 BID #8 (Business Improve)	TOTAL:	13,084.00

PACKET: 05913 COMBINED - 10/4/22

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 573 HP HISTORIC INTERPRETATIO

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU					
		I-2209-212095	215-4573-335	HIST. INTERP. 2' CSTR BLT CTTR KNL PAD WDER	000000	202.85
01-0882	NEDCC					
		I-12850	215-4573-335	HIST. INTERP. DIGITIZE 2 LACQUER DISCS-ARCHI	000000	560.00
01-2390	THE ARCHAEOLOGICAL CONS					
		I-092722	215-4573-325	HIST. INTERP. 2022 MEMBERSHIP	000000	30.00
01-4711	AMAZON CAPITAL SERVICES					
		I-1KYL-1TKL-PCKY	215-4573-335	HIST. INTERP. 1874 INVASION MONTANA BK-ARCHI	000000	83.99
01-4999	ARCHIVAL METHODS LLC					
		I-40740	215-4573-335	HIST. INTERP. RING FOLIO 2-1/2 D-RING-- ARCH	000000	68.35
		I-40946	215-4573-335	HIST. INTERP. 20-RING FOLIO 2 1/2 D-RING-ARC	000000	1,043.92
DEPARTMENT 573 HP HISTORIC INTERPRETATIO						TOTAL: 1,989.11
01-4739	TWIN CITY HARDWARE-HP P					
		I-2208-208516	215-4575-525	GRANT/LOAN PA PAINT GRANT 63 STEWART	000000	35.96
		I-2209-210272	215-4575-525	GRANT/LOAN PA PAINT GRANT 28 TAYLOR	000000	254.99
		I-2209-210441	215-4575-525	GRANT/LOAN PA PAINT GRANT 7 EMERY	000000	85.98
		I-2209-210996	215-4575-525	GRANT/LOAN PA PAINT GRANT 175 SHERMAN	000000	213.58
		I-2209-211674	215-4575-525	GRANT/LOAN PA PAINT GRANT 21 GUY	000000	62.47
		I-2209-211689	215-4575-525	GRANT/LOAN PA PAINT GRANT 51 PLEASANT	000000	499.98
		I-2209-212041	215-4575-525	GRANT/LOAN PA PAINT GRANT 56 LINCOLN	000000	49.99
		I-2209-212104	215-4575-525	GRANT/LOAN PA PAINT GRANT 51 LINCOLN	000000	66.97
		I-2209-212775	215-4575-525	GRANT/LOAN PA PAINT GRANT 28 TAYLOR	000000	45.99
		I-2209-213209	215-4575-525	GRANT/LOAN PA PAINT GRANT 66 TAYLOR	000000	42.99
01-5000	CENTENNIAL STONE CHURCH					
		I-092622	215-4575-520	GRANT/LOAN PR 2021 OUTSIDE DWD GRANT	000000	10,000.00
01-5001	CITY OF LAKE PRESTON					
		I-092622	215-4575-520	GRANT/LOAN PR 2022 OUTSIDE DWD GRANT	000000	8,400.00
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA						TOTAL: 19,758.90
01-0412	AMERICAN ENGINEERING TE					
		I-INV-090264	215-4576-600	PROFES. SERV. CONCRETE TESTING 23 CENTENNIAL	000000	663.90
DEPARTMENT 576 HP PROFESSIONAL SERVICES						TOTAL: 663.90
01-0433	WELLMARK BLUE CROSS BLU					
		I-10012022	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,781.08

PACKET: 05913 COMBINED - 10/4/22

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU					
		C-2209-211916	215-4641-426	SUPPLIES CREDIT FOR INVOICE 2207-203655	000000	44.88-
		C-2209-211923	215-4641-426	SUPPLIES CREDIT FOR INVOICE 2207-203468	000000	80.94-
		I-2207-203468	215-4641-426	SUPPLIES SEE CREDIT INVOICE 2209-211923	000000	80.94
		I-2207-203655	215-4641-426	SUPPLIES SEE CREDIT INVOICE 2209-211916	000000	44.88
01-1003	VERIZON WIRELESS					
		I-9915504656	215-4641-428	UTILITIES CITY ARCHIVIST/HP	000000	40.01
01-1725	QUILL CORPORATION					
		C-1879906	215-4641-426	SUPPLIES CREDIT FOR MISSING BOX OF CUPS	000000	44.49-
		I-27783619	215-4641-426	SUPPLIES QTY 10 8 OZ COFFEE CUPS	000000	444.90
01-3373	AMAZON WEB SERVICES					
		I-1122563101	215-4641-428	UTILITIES WEB SERVICES 8/1/22-8/31/22	000000	200.38
01-4711	AMAZON CAPITAL SERVICES					
		I-1R37-L46Q-HDYR	215-4641-426	SUPPLIES LENS CLEANING TOWLETTES-HP	000000	17.20
		I-1RCDC-D3HC-Y7MG	215-4641-426	SUPPLIES FRIXION PENS - HP	000000	9.50
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						5,448.58
-----						
FUND 215 HISTORIC PRESERVATION TOTAL:						27,860.49

PACKET: 05913 COMBINED - 10/4/22

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1075	UNDERHILL, RON					
		I-5740	216-1310	DUE FROM OTHE 33 TAYLOR PORCH CONST	000000	6,018.86
01-4996	BLACK HILLS BUILDERS IN					
		I-5740	216-1310	DUE FROM OTHE 33 TAYLOR PORCH CONST.	000000	4,235.19
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 10,254.05
01-4086	TWIN CITY HARDWARE - GR					
		I-2208-209315	216-4653-962-03	WINDOWS GRANT 18 DENVER WINDOWS	000000	79.42
		I-2209-209442	216-4653-962-04	SIDING GRANT 18 DENVER SIDING	000000	22.99
		I-2209-209735	216-4653-962-03	WINDOWS GRANT 18 DENVER WINDOWS	000000	48.12
		I-2209-211470	216-4653-962-03	WINDOWS GRANT 18 DENVER WINDOWS	000000	119.85
		I-2209-211679	216-4653-962-04	SIDING GRANT 33 DENVER SIDING	000000	290.16
		I-2209-211921	216-4653-962-04	SIDING GRANT 18 DENVER SIDING	000000	67.50
		I-2209-2119925	216-4653-962-03	WINDOWS GRANT 18 DENVER WINDOWS	000000	80.94
		I-2209-212052	216-4653-962-03	WINDOWS GRANT 18 DENVER WINDOWS	000000	70.92
		I-2209-212683	216-4653-962-03	WINDOWS GRANT 18 DENVER WINDOWS	000000	83.43
		I-2209-212922	216-4653-962-03	WINDOWS GRANT 18 DENVER WINDOWS	000000	61.11
		I-2209-213096	216-4653-962-03	WINDOWS GRANT 18 DENVER WINDOWS	000000	71.60
01-4726	KNECHT HOME CNTR-GRANTS					
		I-8184372	216-4653-962-03	WINDOWS GRANT 18 DENVER WINDOWS	000000	54.58
01-DR	DRUMMOND, NICHOLAS					
		I-65	216-4653-962-03	WINDOWS GRANT 18 DENVER LABOR WINDOW/SIDING	000000	1,200.00
		I-65	216-4653-962-04	SIDING GRANT 18 DENVER LABOR WINDOW/SIDING	000000	800.00
				DEPARTMENT 653	REVOLVING LOAN	TOTAL: 3,050.62
				FUND	216	REVOLVING LOAN
						TOTAL: 13,304.67



01/30/2022 10:27 AM  
PACKET: 05913 COMBINED - 10/4/22  
VENDOR SET: 01  
FUND : 602 WATER FUND  
DEPARTMENT: 330 WATER  
BUDGET TO USE: CB-CURRENT BUDGET

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BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-10012022	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,254.04
01-0578	TWIN CITY HARDWARE & LU	I-2209-209376	602-4330-425	REPAIRS LED SPOTLIGHT-LUBRICANT/WATER	000000	66.98
		I-2209-212622	602-4330-425	REPAIRS GOLD MASON LINE/WATER	000000	6.99
01-0653	FASTENAL COMPANY	I-SDRA1118119	602-4330-426	SUPPLIES FW 5/8X1 1/2-7/8"-9 FHN/WATER	000000	26.38
01-0684	NORTHWEST PIPE FITTINGS	I-1406113	602-4330-426	SUPPLIES TOP BOLT CPLG ANODE CONN/WTR	000000	1,074.28
		I-1407747	602-4330-426	SUPPLIES BUSH-VALVE-BOX-PIPE-NUT/WATER	000000	1,388.28
01-1003	VERIZON WIRELESS	I-9915504656	602-4330-422	PROFESSIONAL PLUMA TANKS/WATER	000000	40.01
		I-9915504656	602-4330-422	PROFESSIONAL MCGOVERN DENVER DWD HILL/WTR	000000	120.03
		I-9915504656	602-4330-422	PROFESSIONAL LEE OFFICE PLUMA E MAIN/WATER	000000	160.25
		I-9915504656	602-4330-422	PROFESSIONAL ON CALL PHONE/WATER	000000	46.90
		I-9915504656	602-4330-422	PROFESSIONAL ON CALL PHONE/PARKS	000000	41.90
01-1171	A & B BUSINESS SOLUTION	I-IN982745	602-4330-422	PROFESSIONAL CONTRACT BASE RATE/WATER	000000	74.76
01-1365	SD PUBLIC HEALTH LAB	I-10606373	602-4330-422	PROFESSIONAL HALO-TRIHALO-COLIFORM TEST/WTR	000000	211.00
01-1652	BLOOMERS FLOWERS & GIFT	I-38642	602-4330-422	PROFESSIONAL FERN PLANT RADENSLEBE/WATER	000000	13.75
01-3094	BOMGAARS	I-57993852	602-4330-425	REPAIRS IMPACT DRIVER-SHOVEL-PICK/WTR	000000	191.97
01-4037	SCHMIDT, CHRIS	I-859360	602-4330-425	REPAIRS POUR-FINISH 49 TERRACE/WATER	000000	1,300.00
01-4721	TOWEY DESIGN GROUP INC.	I-22-262	602-4330-422	PROFESSIONAL CITY WATER MODELING/WATER	000000	1,159.50
DEPARTMENT 330 WATER						TOTAL: 9,177.02
FUND 602 WATER FUND						TOTAL: 9,177.02

PACKET: 05913 COMBINED - 10/4/22

VENDOR SET: 01

Section 4 Item a.

FUND : 607 HISTORIC CEMETERIES

DEPARTMENT: 580 HISTORIC CEMETERIES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3558	DEADWOOD HISTORY, INC.					
		I-32558	607-4580-423	PUBLISHING & MM ADV 605 MAGAZ JUN & JUL '22	000000	400.00
01-3838	BLUEPEAK					
		I-091622MM-GS	607-4580-428	UTILITIES MT MORIAH GS 9/20/22-10/19/22	000000	138.19
		I-091622MM-SA	607-4580-428	UTILITIES T MORIAH SA 9/20/22-10/19/22	000000	40.87
		I-091622MM-TB	607-4580-428	UTILITIES MT MORIAH TB 9/20/22-10/19/22	000000	125.67
				DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL:	704.73
				FUND 607 HISTORIC CEMETERIES	TOTAL:	704.73

PACKET: 05913 COMBINED - 10/4/22

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0433	WELLMARK BLUE CROSS BLU					
	I-10012022	610-4360-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	2,596.28
01-0617	WALKER CONSULTANTS					
	I-210050221001	610-4360-422	PROFESSIONAL	PRO SRVCS PARKING STUDY/P&T	000000	1,500.00
	I-210050221002	610-4360-422	PROFESSIONAL	PRO SRVCS PARKING STUDY/P&T	000000	7,000.00
01-1003	VERIZON WIRELESS					
	I-9915504656	610-4360-422	PROFESSIONAL	PD ORDINANCE VEHICLE/P&T	000000	40.01
	I-9915504656	610-4360-422	PROFESSIONAL	(3) PARKING ENFORCEMT SYS/P&T	000000	125.70
	I-9915652878	610-4360-422	PROFESSIONAL	PHONE SERVICE/METERS/P&T	000000	40.01
01-3343	L.L. BEAN, INC.					
	I-727669	610-4360-426	SUPPLIES	SERVICE AWARD - P & T	000000	123.42
01-4416	ANCESTOR CONCRETE & MAS					
	I-2473	610-4360-425	REPAIRS	BLDG CRACK REPAIR-MUST SALLY'S	000000	4,800.00
			DEPARTMENT 360	PARKING/TRANSPORTATION	TOTAL:	16,225.42
-----						
01-0433	WELLMARK BLUE CROSS BLU					
	I-10012022	610-4361-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	0.00
01-0545	LYNN'S DAKOTA MART					
	I-09/16/22 STMT	610-4361-426	SUPPLIES	WATER-COFFEE-FILTERS/TROLLEY	000000	73.55
01-0578	TWIN CITY HARDWARE & LU					
	I-2209-210465	610-4361-426	SUPPLIES	SPRAY BOTTLE-FLY SWATTER/TROLL	000000	19.71
01-3970	A & I DISTRIBUTORS					
	I-3841925	610-4361-426	SUPPLIES	SERV PRO FULL SYN 5W20/TROLLEY	000000	81.19
	I-3844965	610-4361-426	SUPPLIES	SPRO SYNBLND 5W20/TROLLEY	000000	56.77
01-4036	SCOTT PETERSON MOTORS O					
	I-5002385	610-4361-425	REPAIRS	PULLEY-RING-BOLT-CLUTCH/TROLLE	000000	350.09
	I-5002424	610-4361-425	REPAIRS	WIRE ASSY-IGNITION/TROLLEY	000000	23.94
			DEPARTMENT 361	TROLLEY DEPARTMENT	TOTAL:	605.25
-----						
01-0578	TWIN CITY HARDWARE & LU					
	I-2208-209029	610-4362-426	SUPPLIES	SCRAPER-TRASH CAN- BROOM/RAMP	000000	76.97
	I-2209-209586	610-4362-425	REPAIRS	(2) HEAVY BARREL BOLT/RAMP	000000	25.98
	I-2209-209670	610-4362-425	REPAIRS	ALL-CLMT WEATHERSTRIP/RAMP	000000	17.99
			DEPARTMENT 362	BROADWAY GARAGE	TOTAL:	120.94
-----						
			FUND	610	PARKING/TRANSPORTATION	TOTAL:
						16,951.61

PACKET: 05913 COMBINED - 10/4/22

VENDOR SET: 01

FUND : 720 DEPOSITS HELD

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1441	DAYS OF '76, INC.					
		I- 9/28/22	720-4000-429	OTHER	DEPOS.RFND-DAYS'76 STEER ROPNG 000000	1,100.00
01-4064	BLACK HILLS VETERANS MA					
		I-09/28/22	720-4000-429	OTHER	DEPOS.RFND-B H VETERANS MARCH 000000	500.00
01-4380	CARTER FMX LLC					
		I-09/10/22	720-4000-429	OTHER	DEPOS.RFND-ALL IN ARENA CROSS 000000	1,100.00
				DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL: 2,700.00
				FUND	720 DEPOSITS HELD	TOTAL: 2,700.00
					REPORT GRAND TOTAL:	218,905.75



# Executive Proclamation

## Deadwood, South Dakota

### Office of the Mayor

**WHEREAS**, more than 100,000 individuals live below the poverty line in South Dakota, and more than 3500 affordable homes are needed in the Black Hills Area; and

**WHEREAS**, Black Hills Area Habitat for Humanity has served 311 families through affordable housing solutions, and will continue to address the lack of decent housing in our communities and around the world while reducing environmental impact by recycling building materials through Habitat ReStores; and

**WHEREAS**, secure housing not only facilitates opportunities for health improvement, civic engagement, investment and wealth accumulation, but also provides a source of dignity and respect and serves as a basis for the pursuit of other rights. By offering a hand up, Habitat looks to help close the gap of growing inequality by committing to scaling up our process and working to offer as many families as possible stable housing opportunities; and

**WHEREAS**, the United Nations General Assembly has declared the first Monday in October as World Habitat Day, a time to unite in a worldwide effort to promote policies to ensure adequate shelter for all. By raising awareness and advocating for universal decent housing, we can change the systems that reinforce poverty housing and make affordable homes a reality for all.

**NOW, THEREFORE**, I, Mayor Dave Ruth Jr, Mayor of Deadwood, do hereby designate October 3rd, 2022, as

## World Habitat Day

and encourage all Deadwood citizens to work towards the elimination of inadequate housing.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and caused to be affixed the seal of the City of Deadwood this 3rd day of October, 2022.

---

Mayor, David Ruth Jr.

## **POSITION DESCRIPTION**

### **REC CENTER ASSISTANT DIRECTOR/ PROGRAM COORDINATOR**

#### **GENERAL PURPOSE**

Employee is responsible for providing safe and effective recreational services to the users of the Recreation Center.

#### **SUPERVISION RECEIVED**

Employee works under the direct supervision of the Recreation Center Director and the general supervision of the Department Head assigned to oversee the Recreation Center.

#### **SUPERVISION EXERCISED**

Directly supervises all staff in the absence of the Recreation Center Director.

#### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

Responsible for the safe daily operation of the pool, weight room, and gym.

Assist with coordinating, implementing, and supervising a variety of activities and functions associated with the Recreation Center.

Responsible for all other duties assigned by Recreation Center Director.

Perform lifeguard duties as trained to provide a safe, reliable, and reputable facility for patron use. Model appropriate lifeguard behavior whenever on pool deck.

Work as a team with other staff members to maintain a safe environment.

Promptly respond to (or summon help for), first aid incidents in the proper manner while maintaining vigilance of the pool users.

Recognize potentially dangerous situations and take actions to eliminate any dangers.

Responsible to report hazards and/or unsafe equipment to Recreation Center Director.  
Responsible to fill out and submit, to the Rec Center Director, reports for all accidents or incidents.

Notify the Recreation Center Director of any out-of-range readings for chlorine, pH and temperature.

Responsible for identifying, organizing and facilitating additional income generating programs.

Organize and present mandatory in-service trainings for all staff members.

Assist with the maintenance and custodial needs of the pool and entire facility.

### **DESIRED MINIMUM QUALIFICATIONS:**

#### **EDUCATION AND EXPERIENCE**

High School diploma and a minimum of two (2) years supervisory experience.

#### **NECESSARY KNOWLEDGE SKILLS AND ABILITIES**

Must have a thorough knowledge and application of preventative lifeguarding.

Must be in good physical condition to accomplish assigned duties.

Must demonstrate a working knowledge of recreational sports, exercise equipment and all aspects of wellness management.

Must have strong interpersonal and leadership skills.

Must be able to provide good surveillance of the pool and be able to properly perform rescue techniques if needed.

Must be able to respond professionally in emergency situations.

Must have good communication skills.

#### **SPECIAL REQUIREMENTS**

Must be at least 18 years of age.

Must be certified in Lifeguard Training, CPR, and First Aid. It is the responsibility of the employee to keep certifications current.

WSI and CPO recommended, but not required.

#### **TOOLS AND EQUIPMENT USED**

#### **PHYSICAL DEMANDS**

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

The employee must be able to lift or move 50 pounds. Specific vision abilities required for this job include close, distant, color, peripheral vision, depth perception and ability to focus.

#### **WORK ENVIRONMENT**

Lighting: natural or fluorescent



Space: open spaces or small spaces for repairs

Temperatures: extreme hot or cold temperatures may be encountered

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

Lifting: up to 50 pounds

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

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

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

### **SELECTION GUIDELINES**

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

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

The employee is considered an at will employee.

## **FUNCTIONAL JOB DESCRIPTIONS**

DATE: \_\_\_\_\_

Position: Assistant Rec Center Director/Special Program Coordinator

Employee Name: \_\_\_\_\_

Physician Approval: \_\_\_\_\_

Date Developed: 03/25/05    Revisions: Approved by City Commission on 09/19/2022

### **PHYSICAL DEMANDS**

Note: In terms of an eight hour workday.

ACTIVITY	HOURS AT ONE TIME	TOTAL IN AN 8 HOUR DAY	COMMENTS
Sit	2	6	
Stand	2	2	
Walk	2	2	

Occasionally = 1% - 33%      Frequently = 34% - 66%      Continuously = 67% - 100%

ACTIVITY	NON E	OCCASION AL	FREQUENT LY	CONTINUOUS LY	COMMENTS
Bend/Stoop		X			
Squat		X			
Crawl		X			
Climb		X			
Reach		X			
Reach above shoulder level		X			
Crouch		X			
Kneel		X			
Balance		X			

Push/Pull		X			
-----------	--	---	--	--	--

**PHYSICAL DEMANDS**

ACTIVITY	MAXIMUM	FREQUENTLY	CONTINUOUSLY	COMMENTS
Carry (pounds)	50 pounds	25 pounds		
Lift (pounds)	50 pounds	25 pounds		

ACTIVITY	RIGHT	LEFT	COMMENTS
Use of foot controls.			.
Simple hand grasping	X	X	
Firm hand grasping	X	X	
Fine manipulating	X	X	Writing pH, etc.

**SENSORY PERCEPTIONS**

ITEM	YES	NO	COMMENTS
Hearing: Less than 40db loss @ 500 Hz, 1000 Hz, and 2000 Hz with or without correction. Ability to receive detailed information through oral communication, and to make fine discriminations in sounds, such as when making fine adjustments on machined parts.	X		
Color Perception	X		.
Depth Perception	X		
Less than arm's length work.	X		
70 ° field of vision.	X		
Potential Safety hazard.	X		
Requires protective clothing or personal protective devices.	X		Goggles/safety glasses, gloves for cleaning.

Correctable vision to 20/40 Near/Far	X		
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**ESSENTIAL FUNCTIONS**

<b>WORKING CONDITIONS</b>	<b>YES</b>	<b>NO</b>	<b>COMMENTS</b>
Worker is subject to inside environmental conditions; protection from weather conditions but not necessarily from temperature changes.	X		
The worker is subject to outside environmental conditions; no effective protection from weather.		X	
The worker is subject to both environmental conditions; activities occur inside and outside.	X		
Worker is subject to extreme cold, temperatures below 32° for periods of more than one hour.		X	
Worker is subject to extreme heat, temperatures above 100° for periods of more than one hour.		X	
Worker is subject to noise. There is sufficient noise to cause the worker to shout in order to be heard above the ambient noise level.	X		
Worker is subject to vibration; exposure to oscillating movements of the extremities or whole body.		X	
Worker is subject to hazards. Includes a variety of physical conditions, such as proximity to moving mechanical parts, electrical current, working on high places, exposure to heat or chemicals.	X		
Worker is subject to atmospheric conditions; one or more of the following conditions that affect the respiratory system or the skin: fumes, odors, dusts, mists, gases, or poor ventilation.	X		Chlorine.
Worker is subject to oils. There is air and/or skin exposure to oils and other cutting fluids.		X	
Worker is subject to scheduled overtime.	X		
Worker is subject to unscheduled overtime.	X		

Worker is subject to emergency situations involving hazards, elements, and limited response time, creating stressful situations.	X		
Worker is subject to night work hours.	X		

**MENTAL DEMANDS**

MENTAL DEMANDS	YES	NO	INTENSITY/COMMENTS
Public Contact:			
Routine	X		
Complaint	X		
Emergency	X		
Handling Conflict	X		
Handling multiple priorities	X		
Make decisions with limited information.	X		
Make non-routine or unexpected judgments.	X		
Operate in absence of clear expectations or procedures.	X		
Operate under short time frames; deadlines	X		
Serious consequences of error.	X		
Use of tact and diplomacy.	X		
Reasoning:			
Apply procedure	X		
Develop new procedure	X		
Information ordering: arrange things or actions in a certain order.	X		
Visualization: imagining how something will work.	X		
Comparison of letters, numbers, or patterns quickly and accurately.	X		
Communication Skills:			
Develop written communications requiring grammar skills.	X		
Interact with customers on an explanatory basis.	X		
Interact with groups of people.	X		
Math Skills:			
Basic skills of addition, subtraction, and multiplication.	X		
Advanced math skills.		X	
Reading Skills:			
Basic instructions material	X		
Technical information			

**JOB DESCRIPTION EMPLOYEE AGREEMENT**  
**for REC CENTER ASSISTANT DIRECTOR AND PROGRAM COORDINATOR**

I, \_\_\_\_\_, have read and understand that the duties listed above are intended only as an illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from this position if the work is similar, related or a logical assignment to the position.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

## 6.11 CDL Testing Reimbursement:

~~CDL drivers will be reimbursed for the cost of taking the CDL driving test only, provided they have passed and paid for their written test. Receipt of payment must be provided for reimbursement. (Updated and approved by City Commission on October 16, 2017)~~

### CDL Reimbursement/Payment

**PURPOSE:** To outline the procedure for paying/reimbursing costs associated with an employees' commercial driving license.

**BACKGROUND:** If the City of Deadwood requires an employee to obtain a CDL, the city will pay for specified cost. The testing must be approved by the supervisor. Upon successful completion, the department will pay or reimburse employees' expenses for the following:

Commercial Driver License (CDL) renewal fee.

Commercial Driver License (CDL) including application and license fees.

The city will not pay for failed attempts of testing.

**POLICY:** If CDL certification fees are paid/reimbursed by the City of Deadwood, the employee shall be required to maintain employment with the city for a minimum of two (2) years following the receipt of payment. An employee who voluntarily leaves city employment within two (2) year of CDL payment/reimbursement shall be required to reimburse the city at a prorated rate as detailed below and which will be withheld from the employee's final paycheck. Extenuating circumstances can be appealed to City Commission.

#### Repayment Due to Separation of City Employment

- One to six months 100% of certification fees shall be reimbursed to the city
- Seven to twelve months 75% of certification fees shall be reimbursed to the city
- Thirteen to eighteen months 50% of certification fees shall be reimbursed to the city
- Nineteen months to twenty-four months 25% of certification fees shall be reimbursed to the city

The employees shall sign attached CDL Reimbursement Agreement Form, (Attachment A), in front of a supervisor who will also sign the form and provide a copy of the form to the employee. The original is sent to Finance Office to be placed in payroll and in the employee's file.

### PROCEDURES:

#### Employee Responsibility

##### 1. Initial CDL Certification

Upon successful completion, the employee is required to request reimbursement of fees related to certification and provide his/her supervisor detailed receipt for proof of payment. If fees for initial CDL certification are paid/reimbursed by City of Deadwood, the employee is required to sign CDL reimbursement agreement form detailed above.

##### 2. Renewal of CDL

The employee is required to provide his/her supervisor a detailed receipt for proof of payment for CDL renewal fees.

#### Department Director or Designee Responsibility:

The department director has the option of paying for any portion of the CDL certification with City Commission approval as necessary, including the application and written testing fees. If the city pays for the written portion and the employee fails the written test, those fees will be deducted from the employee's check. If the employee pays for the CDL certification, the department director shall request employee reimbursement for associated fees with the submission of a detailed receipt for proof of purchase.

The department director shall ensure that employees sign the CDL reimbursement agreement form before the City of Deadwood pays/reimburses CDL certification fees.

1. Procedure for the City's payment method:

The department director will coordinate with the Finance Office to pay for expenses related to CDL certification/renewal. City Commission approval is required to be obtained prior to paying for the CDL certification.

2. Procedure for requesting employee reimbursement:

The department director will submit a claim form to Financial Services requesting reimbursement for employees' expenses related to certification or renewal. The department employee must sign form, (Attachment B), and attach the detailed receipt(s) as proof of payment.

Finance Office Responsibility:

Verify that all documentation is provided in accordance to State and Federal laws as well as City purchasing policy and CDL Payment/Reimbursement Policy. Authorize and process requests for payment or reimbursement for expenses related to certification/renewal.

**EFFECTIVE DATE / RESCISSION:** This policy is effective October 15, 2022, and will remain in effect until rescinded.



### 7.13 Holidays:

The City recognizes and observes the following as paid holidays for eligible employees. Eligible employees are full-time, part-time, temporary employees who are scheduled to work. Seasonal employees are not included. Rec employees are not eligible to receive holiday pay unless the Rec Center is open, and they work the holiday. It is up to the discretion of the City Commission as to which holidays the Rec Center will be open. If a Rec Center employee works a holiday, they will be paid 2-1/2 times their hourly rate.

New Year's Day, January 1  
 Martin Luther King Jr. Day, 3rd Monday in January  
 Presidents' Day, 3rd Monday in February  
 Memorial Day, Last Monday in May  
 Independence Day, July 4  
 Labor Day, 1st Monday in September  
 Native American Day, 2nd Monday in October  
**Veteran's Day, 11<sup>th</sup> day of November**  
 Thanksgiving Day, 4th Thursday in November  
 Friday after Thanksgiving Day, day following 4th Thursday in November  
 Christmas Day, December 25

When a holiday falls on a Saturday, the preceding Friday is observed as the paid holiday for eligible City employees. If a holiday falls on a Sunday, it is observed on the following Monday. For payroll purposes, City departments working a seven-day per week schedule shall observe all holidays on the day the holiday falls. (Updated and approved by City Commission on October 16, 2017)

In the case of trolley drivers, the New Year's Holiday will be considered to begin at 5:00 p.m. on New Year's Eve through 5:00 p.m. New Year's Day and is to be compensated at the holiday rate of two and one-half (2-1/2) times their regular hourly rate for the hours worked.

Regular Full-Time employee's ineligible for paid holiday leave will be granted a day off without pay in observance of a holiday.

#### 7.13.1 Work on a Holiday

An employee required to work on a paid holiday observed by the City will receive two and one-half (2-1/2) times their regular hourly rate for the hours worked.

#### 7.13.2 Paid Holiday on Regular Day Off

**For those departments that operate on a seven-day-work week, and a paid holiday recognized by the City falls on an employee's regularly scheduled day off, the employee shall be granted another day within the same week off.**

## Hospital SWIMMING POOL CONTRACT

**THIS AGREEMENT** effective the 3rd day of October, 2022, by and between the Monument Health Lead Deadwood Hospital, hereinafter referred to as **HOSPITAL** and the City of Deadwood, hereinafter referred to as **CITY**.

**WHEREAS** the **HOSPITAL** and the **CITY** are desirous of entering into an agreement where the **HOSPITAL** shall contract for use of the swimming pool facility owned by the **CITY**, now therefore, it is mutually understood by and between parties hereto as follows:

1. Rent. In consideration of the current applicable daily use rate per person in the water, per visit to the pool, the **CITY** agrees to rent to the **HOSPITAL** for its use as provided herein.
2. Term. Availability for therapy activities commencing on November 1, 2022, and ending on October 31, 2023.
3. Termination. Such term may be terminated by either party upon thirty (30) days written notice with or without cause.
4. Payment. **HOSPITAL** agrees to pay said sum upon arrival and before entering the pool.
5. Amendment. No amendments to this agreement are valid unless in writing and signed by both parties.
6. Condition of Pool. **CITY** agrees to maintain the pool in a safe and usable condition. It is agreed between the parties that in the event the pool should become unsafe, inaccessible, unusable, or inoperable, through no fault of **CITY**, **CITY** will not be in breach. This agreement is divisible, and consideration will be pro-rated in the event the pool should become unusable for any reason. Area to be used at any given time shall be at the discretion of **CITY** staff, depending on the needs of the pool facility, to include size of area, location of area and exclusivity of use of area.
7. Indemnity. **HOSPITAL** agrees to indemnify and hold **CITY** harmless from any and all liabilities, claims, demands, actions or causes of action in any way arising of **HOSPITAL'S** use of the pool and its accompanying facilities.
8. Insurance. **HOSPITAL** agrees to list **CITY** as an additional insured party with **HOSPITAL'S** insurance carrier. **HOSPITAL** also agrees to provide **CITY** with a certificate of said insurance showing **CITY** as additional insured. This certificate shall be provided to **CITY** before **HOSPITAL'S** use shall commence.

9. Supervision. **HOSPITAL** releases **CITY** from any supervisory obligation and agrees to be completely responsible for the safety and health of all persons using the pool facilities under this agreement during the term set forth above. **HOSPITAL** agrees to be fully responsible for all damages, destruction or any other loss resulting to **CITY** as a result of the use of the pool facilities by **HOSPITAL**.

10. Additional Compensation. **HOSPITAL** agrees to compensate **CITY** at a rate of Twenty-five and No/100ths Dollars (\$25.00) per staff hour for any additional services requested in writing by **HOSPITAL** in connection with the use of the pool facilities.

11. Assignment. The terms, conditions, and covenants contained in this agreement and any amendments hereto shall bind and inure to the benefit of **CITY** and **HOSPITAL** and their respective successors, heirs, legal representatives and assigns. No assignment of this agreement is valid unless in writing and signed by both parties.

12. Choice of Law. This agreement shall be governed by and construed under the laws of the State of South Dakota.

13. Severability. In the event that any provisions of this agreement shall be held invalid or unenforceable, no other provisions of this lease shall be affected by such holding, and all of the remaining provisions of this lease shall continue in full force and effect pursuant to the terms herein.

14. Entire Agreement. This agreement constitutes the entire agreement between the parties hereto and pertaining to this matter and may not be modified or changed except by an express written agreement signed by both parties.

**IN WITNESS WHEREOF**, the said parties do hereto subscribe their names and affix their seals:

**CITY OF DEADWOOD**

By: \_\_\_\_\_  
David Ruth Jr., Mayor

ATTEST:

\_\_\_\_\_  
Jessica McKeown, Finance Officer

**MONUMNET HEALTH LEAD-DEADWOOD  
HOSPITAL**

By: \_\_\_\_\_

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



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

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

## **MEMORANDUM**

---

**Date:** September 29, 2022  
**To:** Mayor Dave Ruth Jr. and City Commissioners  
**Re:** Contractor for code review of building plans

---

I am requesting permission to enter into an agreement with Tom Paisley of Lookout Plan and Code Consulting for plan review services. This will replace our current agreement for services with Dave St. Pierre of Code Works. Dave has provided services to the City since 2002 and is retiring effective October 31, 2022. Tom would begin November 1, 2022. All expenses incurred by the City for these services are reimbursable to the City per our ordinance. Tom will be an independent contractor to the City and will provide his own insurance.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Trent Mohr', with a long horizontal flourish extending to the right.

Trent Mohr  
Building Inspector

**Trent Mohr**

---

**From:** David St. Pierre <daverimrock@gmail.com>  
**Sent:** Monday, September 12, 2022 1:57 PM  
**To:** Trent Mohr  
**Subject:** Retiring

Trent

Here is the information for Tom Paisley once I am retired and he retires from the City of Spearfish which will be the end of October for me and the first of November for Tom.

I have told him that if you continue with him, he will most likely get a proposal request for completing plan reviews for you.

Hi Dave,

Here is my website and my phone number

[Lookout Consulting | Always on the Lookout for a Better Way \(lookoutcode.com\)](https://lookoutcode.com)

Tom Paisley  
605-639-0190  
[tom@lookoutcode.com](mailto:tom@lookoutcode.com)  
[www.lookoutcode.com](https://www.lookoutcode.com)

Sent from my iPad



**Tom Paisley-Owner**  
 ICC CERTIFIED PLANS EXAMINER  
 ICC CERTIFIED BUILDING INSPECTOR  
 +1.605.639.0190  
 tom@lookoutcode.com  
 www.lookoutcode.com

Trent Mohr  
 Building Inspector  
 City of Deadwood  
 Planning and Zoning  
 108 Sherman Street  
 Deadwood, SD 57732

Dear Trent,

Lookout Plan + Code Consulting hereby submits the following fees to complete plan reviews and code consulting for the City of Deadwood. These rates and this contract will be effective from November 1<sup>st</sup>, 2022 to December 31<sup>st</sup> 2023.

Fees for the City of Deadwood, SD are as follows:

- Plan Review for Commercial and Residential Projects are 20% of the Building Permit Fee, as established by the City of Deadwood
- Additional Code Consulting fees - \$75.00 per hour minimum

Other reimbursable expenses and expenses associated with out-of-town travel, if any, will be billed at cost. Mileage will be based per the current IRS Standard Mileage Rate.

One pdf of the plans will be submitted to [tom@lookoutcode.com](mailto:tom@lookoutcode.com). Upon completion of the plan review the City of Deadwood will receive a "red-lined" pdf for your records.

Invoices will be sent monthly to the City of Deadwood for plan reviews and code consulting performed during the previous month.

All work submitted for review will be completed by Tom Paisley ICC Certified Plans Examiner No. 876040, ICC Certified Building Inspector No. 876040.

All claims, disputes, or other matters in question arising out of or relating to this Agreement or the breach thereof, shall be decided in accordance with the laws of the State of South Dakota.

This agreement may be terminated by either party given written notice to the other party 30 days prior to the termination date. Lookout Plan + Code Consulting shall be paid for all work completed through the date of the termination notice for the services performed and reimbursable expense incurred up to the termination date.

Lookout Plan + Code Consulting will provide a copy of their Errors and Omissions insurance coverage upon request.

If this proposal is acceptable to you please authorize me to proceed by signing this document below and return a copy to me. Please send it to:

Lookout Plan + Code Consutling  
Tom Paisley  
1821 Buckboard Circle  
Spearfish, SD 57783

Thank you for the opportunity to provide you with this proposal. I look forward to working with you.

Sincerely,

Tom Paisley

ACCEPTED FOR  
Lookout Plan + Code Consulting

BY Tom Paisley  
Tom Paisley

DATE 9/18/2022

ACCEPTED FOR  
City of Deadwood, SD

BY \_\_\_\_\_

DATE \_\_\_\_\_



## LAND USE LEASE AGREEMENT

This lease agreement is made and entered into by and between the CITY OF DEADWOOD, a governmental subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota (hereinafter referred to as "CITY") and TERRY PEAK SKI RESORT with a record address of 21120 Stewart Slope Rd, Lead, South Dakota 57754 (hereinafter referred to as "RESORT").

CITY and RESORT agree that RESORT shall rent billboard space on CITY property under the following terms and conditions:

### I.

The term of this lease shall be twelve (12) months and shall begin the 1<sup>st</sup> day of November, 2022 and end the 31<sup>st</sup> day of October, 2023. This lease shall be for space on land described as Tract 3; Being a subdivision of the Detroit Lode, M.S. 771, The Terminus Lode, M.S. 772, The Depot Lode, M.S. 773 and the Uncle Tom Lode, M.S. 774; Excepting there from Highway Right-of-Way; Located in the NE1/4, SE1/4, SW1/4 and NW1/4 of Sections 5, T4N, R3E, B.H.M., Lawrence County, South Dakota, otherwise known as the "Terry Peak turnoff," owned by CITY. CITY agrees no further leases will be granted on this land.

### II.

RESORT agrees to pay to CITY as rent the sum of Two Hundred Twenty Dollars and 00/100s (\$220.00) for sign face, sales tax exempt, per month due and payable on or before the 1<sup>st</sup> day of November, 2022, and on the first day of each month thereafter through October, 2023.

The parties acknowledge the rent to be paid for this lease is a rental amount for the period referenced above, and that RESORT is obligating itself to pay these fees per month for such period without regard to whether or not RESORT uses such land. However, the parties acknowledge this lease may be terminated early pursuant to paragraph VI below.

All rent shall be paid and received by the City Finance Officer on the due date or RESORT shall be assessed a late charge of ten percent (10%) of the unpaid and outstanding rent. If the rent payment is more than ten (10) days overdue, CITY may, at its option, deem this agreement void and take any necessary action to re-rent the space without notice to RESORT. RESORT agrees it is entitled to no further notice under this section.

### III.

RESORT must execute Notice of Termination. RESORT must also, at its own cost, remove its billboard located at Tract 3, Lawrence County, South Dakota.

### IV.

RESORT agrees to abide by all rules and regulations established by CITY for the space. This lease shall not be assigned, sublet, or transferred to any other property, without the written consent of CITY



## V.

RESORT agrees it is merely space to place a billboard and that such rent does not include protection of the billboard. RESORT acknowledges and agrees that it is taking the same risks of the billboard being stolen or damaged that it would take if it placed the billboard on its own property. RESORT further agrees if anyone steals or damages its billboard, RESORT will not request CITY to pay for any such losses incurred. CITY specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to RESORT'S billboard, while placed on its land. RESORT agrees that no bailment is created under this lease agreement, and it shall use CITY property at its own risk and responsibility.

## VI.

RESORT shall assume all risks incident to the use of the premises and shall indemnify CITY against any loss, damage or expense resulting from personal injury or damage to, or loss of property caused in any manner by RESORT, and against any loss, damage or expense resulting from injury to RESORT.

## VII.

Either RESORT or CITY may terminate this agreement by notifying the other party in writing at least thirty (30) days prior to the proposed termination date.

Dated this 3rd day of October, 2022.

CITY OF DEADWOOD:

\_\_\_\_\_  
David Ruth Jr., Mayor

ATTEST:

\_\_\_\_\_  
Jessica McKeown, Finance Officer

Dated this \_\_\_\_\_ day of October, 2022.

# TERRY PEAK SKI RESORT

By: William London

Its: \_\_\_\_\_

State of South Dakota)

) SS

County of Lawrence)

On this \_\_\_\_ day of October, 2022, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

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

(SEAL)

Notary Public

My Commission Expires: \_\_\_\_\_

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



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

## MEMORANDUM

---

**Date:** September 29, 2022  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Printing of 2023 Block Club Calendar

---

The Historic Preservation Office, in conjunction with the Neighborhood Blocks Clubs, has printed a community calendar for the residents of Deadwood since 2018. They are once again requesting permission to hire M.S. Mail to print and mail the 2023 calendar. The calendars are very popular with Deadwood residents.

With the help of Mike Runge and the Neighborhood Block Clubs historic photos are selected for the calendar and staff designs and plans the layout of the calendar for printing. The calendars are printed and mailed directly to the residents of Deadwood. The cost to print and mail the 1,500 calendars is \$3,500.00. Historic Preservation will pay for the printing which is \$3,000.00 from the Public Education budget line item and the postage and mailing cost of \$500.00 will be come out of the Neighborhood Block Club budget. A copy of the quote is attached for your review.

The Historic Preservation Staff is requesting permission to print the 2023 calendar and hire M.S. Mail to print and mail the calendar to Deadwood residents in the amount not to exceed \$3,500.00 with \$3,000.00 to come out of the Public Education line item and \$500.00 to come out of the Professional Services Neighborhood Block Club line item.

The Historic Preservation Commission reviewed this request at their September 28, 2022 meeting and recommend to the City Commission to hire M.S. Mail to print and mail the 2023 calendar in the amount not to exceed \$3,500.00 with \$3,000.00 to come out of the Public Education line item and \$500.00 to come out of the Professional Services Neighborhood Block Club line item.

**Recommended Motion:** *Move to hire M.S. Mail to print and mail the 2023 Calendar in the amount not to exceed \$3,500 with \$3,000 to come out of the Public Education line item and \$500 to come out of the Professional Services Neighborhood Block Club line item.*



---

140 SHERMAN STREET, DEADWOOD, SD 57732

♦ BLACKHILLSMAIL.COM ♦

605.578.1429

September 22, 2022

Thank you for the opportunity to bid on printing the 2023 neighborhood calendar.

Approximate Costs:

Printing 1,500 calendars = \$3,000 (art provided)

Postage to Deadwood residents = \$300

Mail prep = \$200

Approximate total cost = \$3500

Time needed to print is about 15 working days. If project is a go, would like 30 days to order paper. Possible 10% over or under run. May be a change in paper price if more than 30 days.

Please let me know if you have any questions and thanks for the opportunity.

Sincerely,

Lynn Milos

# Masterkey System and Key Management Software

# SimpleK

SimpleK is a complete, flexible, and intuitive software for master key systems and facility management that eliminates the need for paper records.

SimpleK offers efficient solutions for:

- Master key system design and management
- Key, key ring, and item issuance
- Cylinders and core pinning
- Personal records and inventories
- Buildings, doors, and floor plans

SimpleK provides total key control by showing outstanding keys, overdue keys, key symbols, bittings, keyways, and more. Import maps and floor plans so you can see associated keys, hardware, core pinning, and who has access to each individual door.



## BENEFITS



### **Simplify Masterkeying:**

Easily manage all of your masterkey systems, keys, key rings, key holders, and key requests.



### **Full Facility Management:**

Reference every building, floor and door of your facilities. Have true "know before you go" detail of every piece of hardware on a door, including the complete door hardware schedule and maintenance log.



### **Paperless Process:**

SimpleK is compatible with Topaz Systems electronic signature capture products, allowing electronic handwritten signatures to be tied directly to digital documents.



### **Advanced Tools:**

SimpleK's advanced tools enhance the locksmith's efficiency and eliminates the need for other software.

- Core pinning calculations
- Master key system generation
- Key cutting solution (compatible with ITL machines)
- Corechange register



### **Custom Set-Up:**

Set up highly-detailed security access by user and group. Ability to sync access control database or human resource system to SimpleK (compatible with Active Directory).

Custom import function from your existing database is also available.



### **Dynamic Floor Plans:**

SimpleK allows you to import maps, floors plans, and add door icons to dynamically link it to your database. Quickly navigate from your door datagrid to floor plan, click and access your door information with associated keys, hardware, core pinning, core change wizard, "Who has access", etc.

## ADD-ONS

For more advanced features related to Key Control, Physical Security or Facility Management, we offer four add-on modules that can be added to the Professional Edition:

### Web Interface:

SimpleK is the only advanced key management solution offering a web portal option for key requests and approvals. Web users have restricted access, according to their privileges.

### Mobile Applications:

SimpleK gives you even more extensive possibilities with two mobile applications:

- SimpleK Mobile for Key Deliveries: Display the list of keys issued, key policy, and capture the signature in the field.
- InspectO Mobile for Door Survey: Walk your facility, enter your door records (keying, description, type of lock, door hardware, etc.), capture pictures and transfer all this data back to your SimpleK database.

### Item Tracking:

Manage issuance of items like uniforms, phones, laptop computers, walky-talkies, vehicles, etc. Each service are managed separately. Moreover, all items issued to one person can be seen in a single report with keys and key rings.

### Space and Rooms:

Improve your monitoring and maintenance process by managing other services in your facility in SimpleK. The categories range from mechanical and HVAC equipment to occupancy and architectural information.

- Dimensions
- Occupancy
- Architectural
- Equipment
- Fire & Safety
- Housekeeping
- Mechanical & HVAC
- Electrical

## WHO USES SIMPLEK?

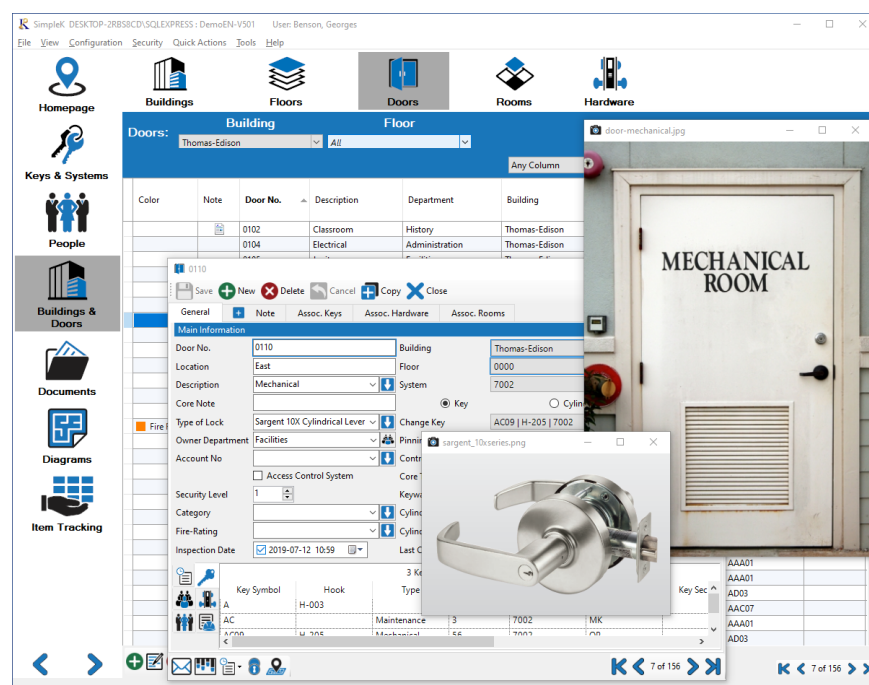
Used by institutional locksmiths, security personnel, and facility managers, SimpleK is used for secure key control management from small buildings to large complexes. Current applications include:

- Local and state governments
- K-12 schools and universities
- Healthcare facilities
- Correctional facilities
- Corporations, factories, small businesses
- Critical infrastructure (airports, railways, power utilities, etc.)

## ADDITIONAL SERVICES

Ask us about SimpleK's additional services!

- Custom data integration
- On-site and virtual training
- Consulting
- Technical support
- Custom development



SimpleK  
3625 Alleghany Drive  
P.O. Box 3075  
Salem, Virginia 24153-0330  
888-601-7806  
simplek.com

# SimpleK

# SimpleK

Section 6 Item o.

## Masterkey System and Key Management Software





SimpleK offers a scalable, flexible and fully integrated key management solution that can be used for facilities of any size. No other software on the market today offers such an advanced and complete solution for “Key & Facility Management”.

SimpleK combines all software tools needed by locksmiths, facility managers, customer service, human resources, department managers, security officers and anyone else involved in the key control processes.



## KEY CONTROL

- Easily manage all your master key systems, keys, key rings, key holders and key requests
- Provide total key control showing outstanding keys, overdue keys (with automatic notifications), key symbols, bittings, keyways, etc.
- Ability to include all your systems (multiple key manufacturers supported) and buildings in ONE database (using professional SQL databases)

## COMPLETE PAPERLESS WORKFLOW

- Use of devices like signature capture, barcode and RFID readers for efficient and paperless processes
- Many configurable reports with printing and MS Excel export tools
- Automatic email notifications (customizable to any criteria)
- Setup custom forms with your policies and automatically archive signed form into personal folders
- Link photographs, signatures, and documents of individuals holding keys.

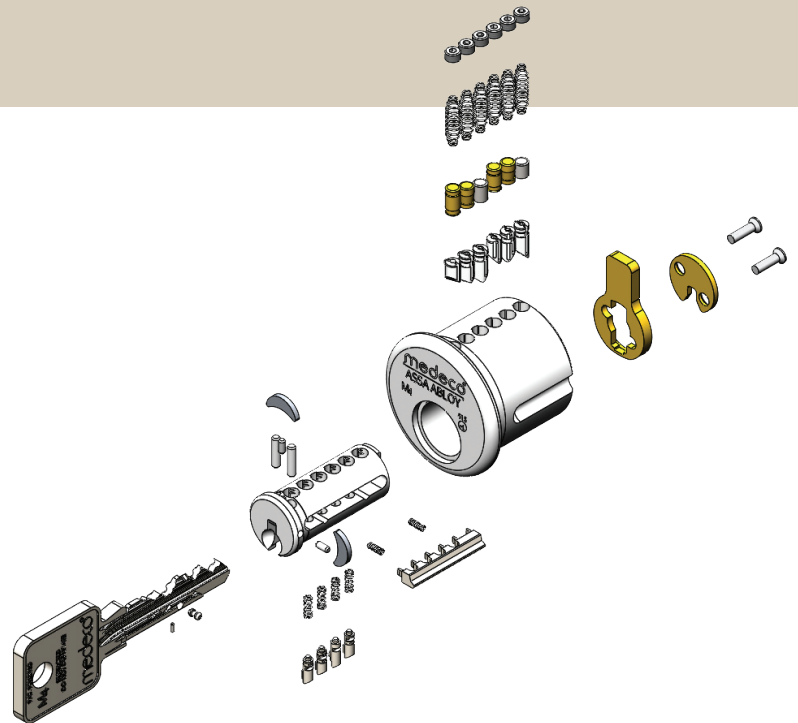
## RFID / BAR CODE TECHNOLOGIES

Streamline your issuance and return processes using RFID or Bar Code tags and readers. Use the tags to identify Key Rings and Items (to configure, you can easily scan them and select the associated SimpleK records). Use ID cards to identify your employees (compatible with many access control systems' card types).



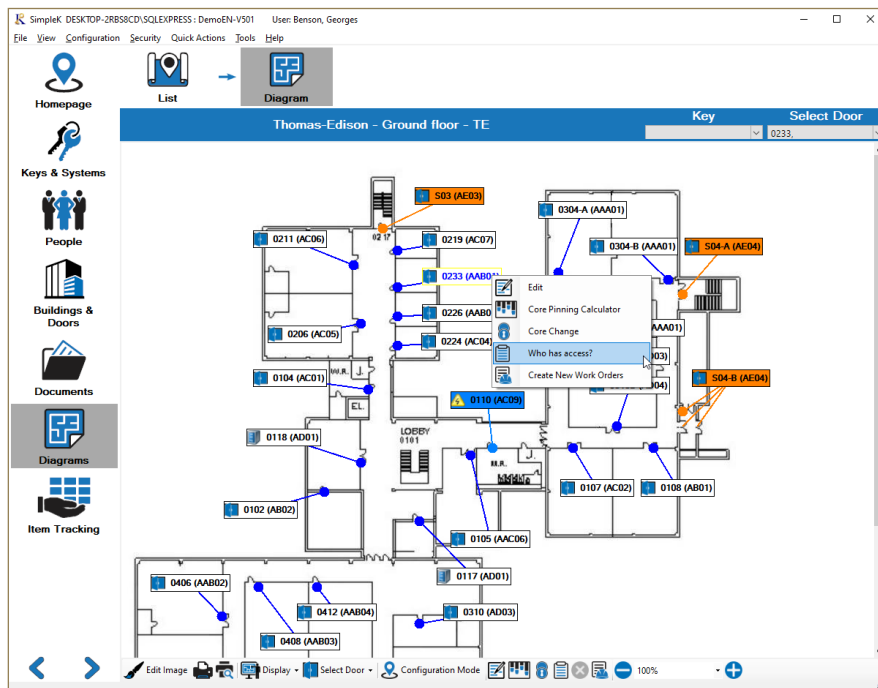
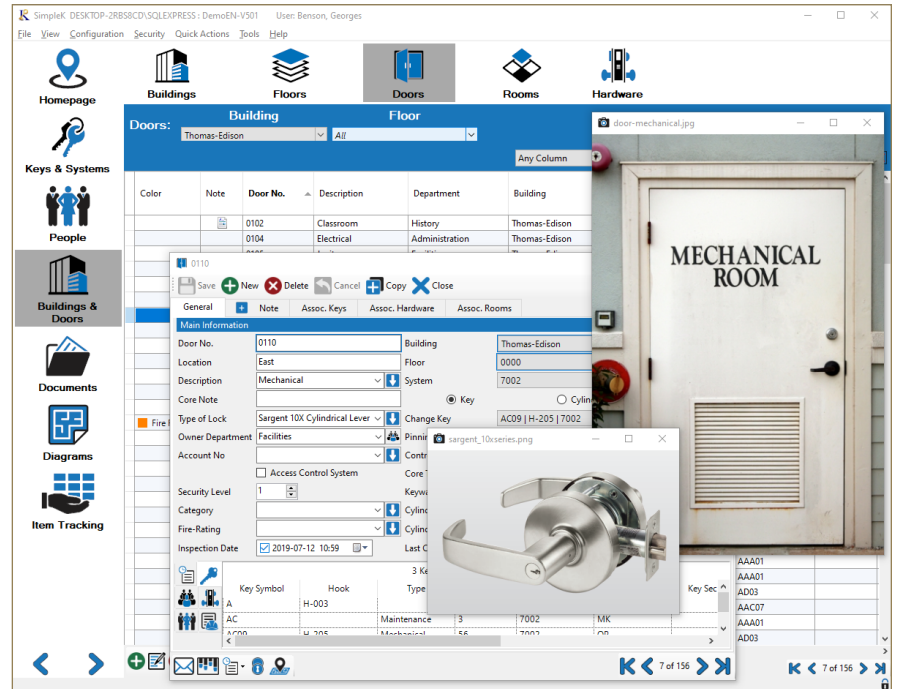
## MASTER KEYING

- Comprehensive Master Key System Generator
- Compatible with multiplex systems (key sections, keyways, angles)
- Core pinning calculator (for many system types)
- Key Interchange (Ghost Key) Verification
- Import your systems from other software in various formats
- Automatic configurable key numbering (by key or general for sequence numbers)
- Connection with key cutting machines



## FACILITY MANAGEMENT

- Reference every building, floor, and door of your facilities
- Identify the operating keys of every door and quickly generate control reports
- User friendly and comprehensive interface with Tree View to explore data
- Have true “know before you go” detail for every piece of hardware on a door, including the complete door hardware schedule and maintenance log
- Create requests for maintenance or service, and track maintenance history on any door



## DYNAMIC FLOOR PLANS

What's better than a floor plan to quickly locate the specific door you were talking about! SimpleK allows you to import maps and floor plans (converted dwg to pdf, png, jpg, bmp or gif) and add door icons to dynamically link it to your database. This way you can navigate quickly from your door datagrid to floor plan, click and access your complete door information with associated keys, hardware, core pinning, core change wizard, “Who has access”, etc.

## DATA IMPORTING TOOLS

Migrating to a new management system always brings many concerns; a major one is: “Will we be able to collect our existing data and transfer it to the new system?”

SimpleK offers many tools to do it easily. You can create your own customized MS Excel import template like Key List, People List, Duplicate Distribution List and Door Survey by selecting the fields you need.

## DATA MIGRATION SERVICES

When migrating from a complex database or from an existing software, formatting the data can be challenging. This is why we offer a data migration service at an affordable price to alleviate this hassle. Ask our sales team about how we can help with this.

## TECHNICAL SUPPORT

SimpleK is committed to providing extensive and ongoing technical support to our customers. We will assist you with the complete installation and implementation of the software. Web meeting assistance is just a call away. Get access to the latest updates, new features, and available solutions. We will also help with server migration, creation of customized forms, reports and notifications.

## PEOPLE SYNCHRONIZATION SERVICE

With SyncSimpleK (SimpleK Data Synchronization Service, included with the Professional Edition) you can periodically synchronize your employee (and student) information from a source database of any kind, like Active Directory, LDAP or a Human Resources database (Peoplesoft, Banner, Oracle, etc.) into your SimpleK database (Microsoft SQL).





Four add-on modules can be added to the Professional Edition of SimpleK to meet your facility's needs. These modules add more advanced functions to Key Control, Physical Security and Facility Management.

## WEB INTERFACE MODULE

Grant remote access to some specific tasks related to SimpleK, over your Intranet (locally hosted), by using only a web browser. For example, department managers can fill out a form to submit key requests or verify status of existing requests.

Listed below are the list of key features related to the web module:

- Key Request
- Card Request
- Work Order Request
- Request Tracking
- Request Approval
- People Information
- Personal Inventory
- Key Issuance
- Key Return
- Door - Key Association Chart
- Core Pinning Chart
- Custom SQL Reports

## MOBILE APPLICATION MODULE

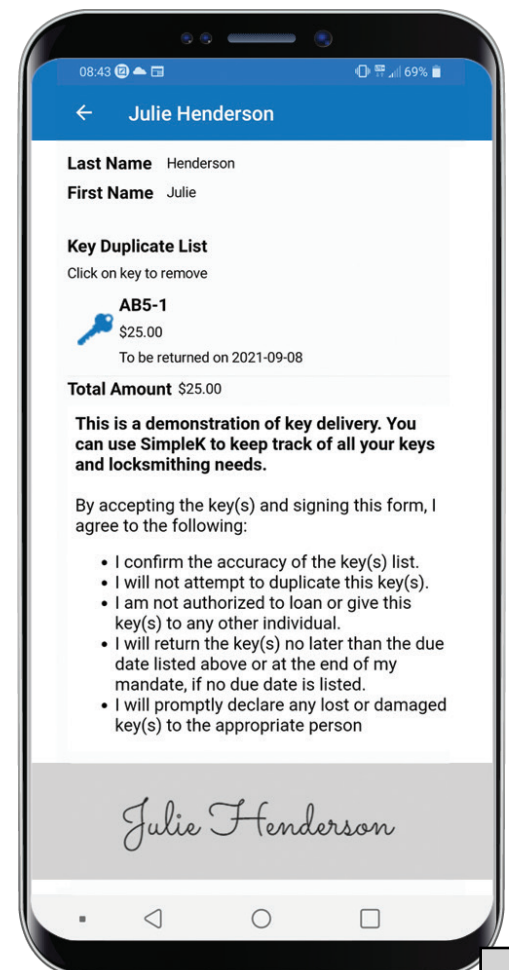
Mobile applications are innovative tools available for both smartphones and tablets, which support the on-site processes of your facility. Two different mobile applications are available with the module.

### SimpleK Mobile for Key Issuance and Deliveries

The SimpleK Mobile app allows you to transfer the Key Delivery transactions to your mobile device, display your key policy and agreement form to the key holders, deliver the keys, register the transactions and capture the holders' signatures. How could Key Control be made easier?

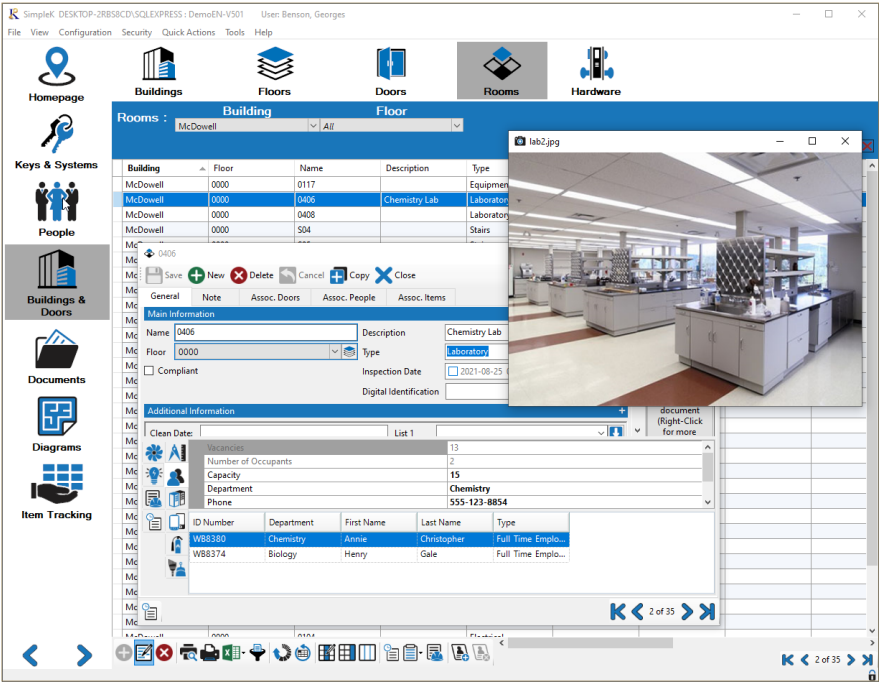
### InspectO Mobile for Door Surveys

The InspectO Mobile app allows you to register your Door Data, in the field, with your mobile device. You can transfer the list of Doors from your SimpleK database to your mobile device, walk your facility, enter or complete your door records (keying, description, type of lock, door hardware, etc.), capture pictures of your doors and transfer all this data back to your SimpleK database.



## SPACE & ROOMS MODULE



This module allows you to manage the detailed information of your premises, according to the following categories: Dimensions, Occupancy, Architectural, Equipment, Fire & Safety, Housekeeping, Mechanical & HVAC and Electrical. Also functions for reports, history, emails and work orders help improve your monitoring and maintenance processes.



## ITEM TRACKING MODULE

Manage issuance of items like uniforms, phones, laptop computers, walky-talkies, vehicles, etc. Define your items (assets) by services, categories and models. Each service can be managed separately (assigning security permission levels). Be notified of overdue items. Moreover, all items issued to one person can be seen in a single report with keys and key rings. This is compatible with the Web Interface Module.

Designed for buildings or large complex facilities, SimpleK offers many types of solutions, in accordance with your particular needs and is offered in two editions: Standard and Professional.

	 <b>Standard</b>	 <b>Professional</b>
Database Type	√	File / SQL
Maximum Number of Concurrent Users (included with the Primary License)	3	3
Additional Concurrent Users (requiring Additional Licenses)	-	Optional
Max. Number of Records	Unlimited	Unlimited
Reports, History & Forms	√	√
Security (Users & Groups)	√	√
Linked Documents (Pictures, pdf, xls, doc, etc.)	√	√
Import Templates	√	√
Diagrams (Maps & Floor Plans)	√	√
Door Hardware	√	√
Advanced Locksmith Functions (Core Pinning Calculator)	√	√
Wizards Std. (Door Creation, Key Issuance, Key Ring Issuance)	√	√
Compatibility to Signature Capture Devices	√	√
Compatibility to ITL Key Cutting Machines	√	√
Authorized Holders with Schedules for Key Rings	-	√
Deposits, Refunds & Fees	-	√
Key Requests (management of key requests)	-	√
Work Orders & Purchase Orders	-	√
Wizards Pro. (General Issuance, Key Delivery, Filter / Sort Datagrids)	-	√
Order Receipt (import data from your key provider)	-	√
Compatibility to RFID & Bar Code Technologies	-	√
Compatibility to Add-On Modules	-	√
SyncSimpleK (Data Interface Service)	-	√

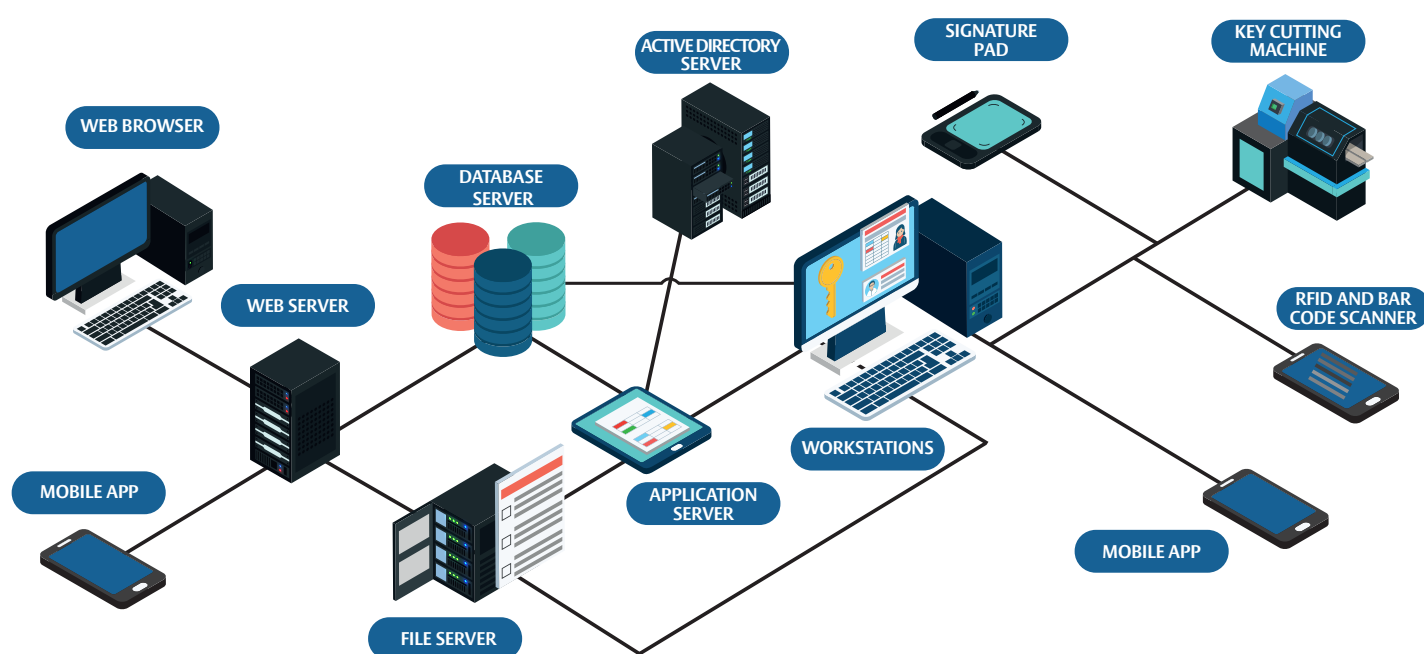
## LICENSING

SimpleK's licensing is concurrent use: licenses are based on the number of simultaneous users accessing the program. For example, in a three-user concurrent use license, when three users are logged on to the program, the fourth user is prohibited. When any one of the first three logs off, the next person can log on. This also means that the software can be installed on more computers than the number of licenses. Additional licenses can be purchased with the Professional edition.

# Networked Architecture Diagram

For more efficiency and reliability, SimpleK offers different configuration patterns of distributed architecture. We aim to accommodate most types of architectures. For a small facility, SimpleK could also be installed as a stand-alone application on a workstation. The diagram below illustrates the recommended installation architecture for a networked distribution.

This diagram includes all modules and attached devices. With this architecture, the application files will be shared from the application server to all workstations.



## Workstations

The workstations only require a shortcut to the application files on a shared folder.

## Application Server

This is where the SimpleK software will be installed and shared to the workstations. The SyncSimpleK service can be installed here to periodically import Active Directory information into SimpleK.

## Database Server

This is where a Microsoft SQL Server (or MS SQL Express) will be installed and configured to accept remote connections from the workstations and web server.

## File Server

This is a shared folder where the users will save the forms, signatures, floor plans and any other documents needed for Key Management.

## Web Server (add-on module)

This is where the IIS (Internet Information Services) will be installed, on which the web module files will be deployed.

## Active Directory Server

The SimpleK Application and Web Module can be configured to accept Windows Authentication.

The SyncSimpleK Service can periodically import Active Directory information into SimpleK.

## Mobile App

Can connect directly to the workstations or via the Web Server (depending on usage). Available for Android, Apple and Microsoft devices.

## Web Browser

Compatible with the most common web browsers (IE, Edge, Firefox, Chrome).

## Signature Pad

Compatible with most Topaz System Signature Pads.

## RFID & Bar Code Scanner

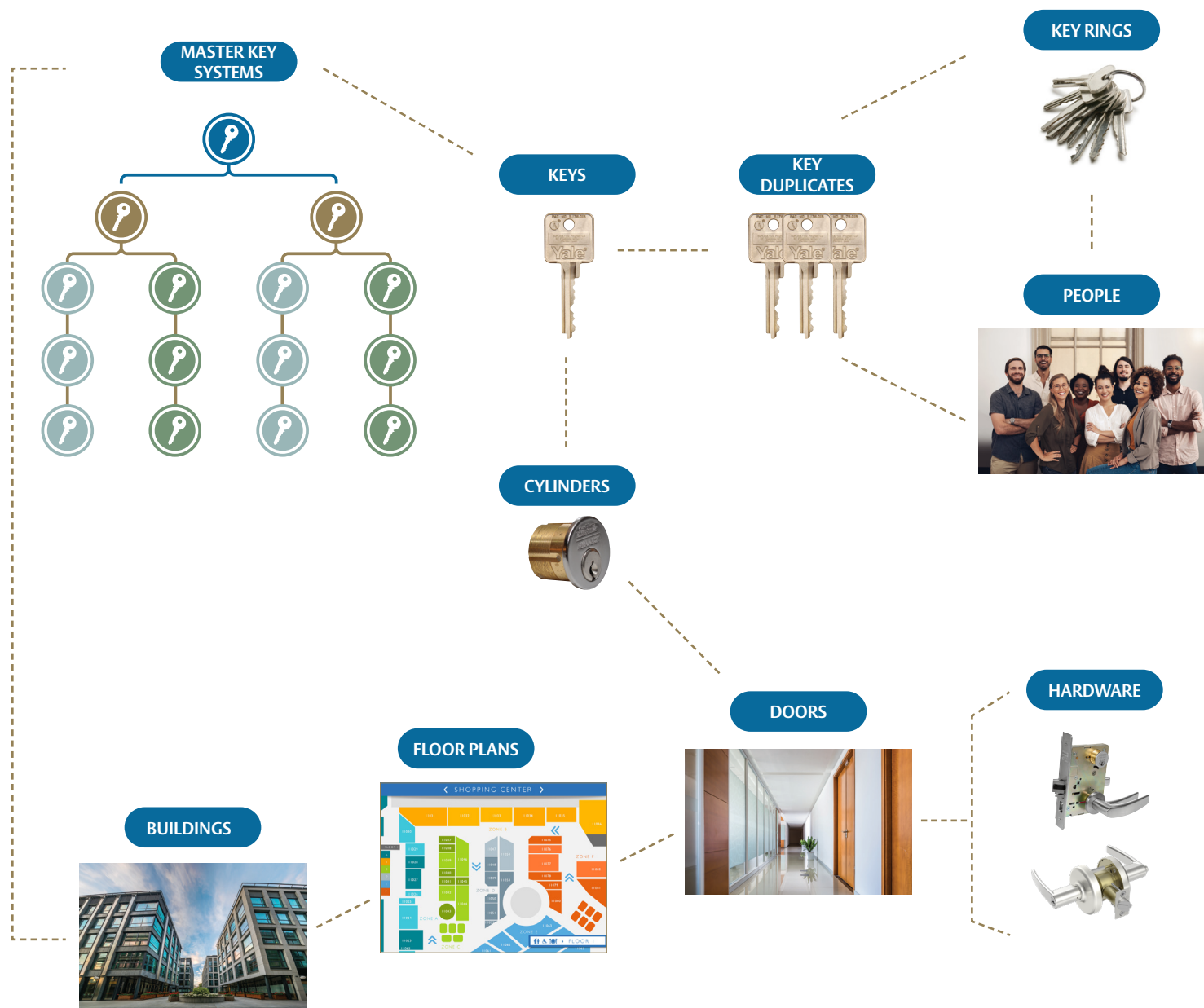
Compatible with most RS232 or USB RS232 Serial Scanners.

Compatible with RFIDEA Scanners and Tags.  
\*SimpleK can provide you with RFID Tags\*

## Key Cutting Machine

Compatible with ITL Cutting Machines (some models).

To integrate all the information in a well organized and optimal manner, SimpleK relies on a strong relational database.



SimpleK also features a secondary database which is used as an archive. All actions and transactions will be logged into that database. For traceability, the archive database will also log the user who did the transaction.



SimpleK will always aim to be compatible with the latest (and supported) Microsoft technologies. If a new version of an already supported software is released, we will promptly adapt our software to meet the new standard. If an SQL Server and/or an IIS is installed on the same server, those requirements will need to be added to our server.

## Workstations

<b>Operating System</b>	Windows 10
<b>Processor</b>	2.0 Ghz or faster 32-bit (x86) or 64-bit (x64)
<b>RAM</b>	4 GB RAM (32-bit) or 8 GB RAM (64-bit)
<b>Display</b>	VGA display with 1920x1080 resolution
<b>Framework</b>	Microsoft .NET 4.6 Framework

## Server

<b>Operating System</b>	Windows Server 2012, 2016 or 2019
<b>Processor</b>	2.4 Ghz or faster 32-bit (x86) or 64-bit (x64)
<b>RAM</b>	4 GB RAM (32-bit) or 8 GB RAM (64-bit)
<b>MS SQL</b>	MS SQL Server 2012, 2014, 2016, 2017 or 2019 (32 or 64 bit, Express or other editions)
<b>Hard Disk Space</b>	16 Gigabytes
<b>Framework</b>	Microsoft .NET 4.6 Framework
<b>Web Server (optional)</b>	Microsoft Internet Information Services (IIS) v7.0 or later



SimpleK  
3625 Alleghany Drive  
P.O. Box 3075  
Salem, Virginia 24153-0330  
1-888-601-7806  
simplek.com

SimpleK

Patent pending and/or patent [www.assaabloydss.com/patents](http://www.assaabloydss.com/patents)

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**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND  
RCS CONSTRUCTION, INC. RE: 458 WILLIAMS STREET RETAINING WALL**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as “CITY,” and RCS CONSTRUCTION, INC., with its principal place of business located at 1314 Fountain Plaza Dr, Rapid City, SD 57702, hereinafter referred to as “CONTRACTOR;”

**WHEREAS**, CONTRACTOR has agreed to furnish all necessary labor, tools, materials, and equipment to complete in all detail, the removal and replacement of the retaining wall located at 458 WILLIAMS Street in strict accordance with the Contract Documents, as defined herein, within the time set forth herein; and,

**WHEREAS**, the purpose of this agreement is to set forth the terms and conditions for which CONTRACTOR shall undertake and complete in a professional and workmanlike manner as set forth below;

**WHEREAS**, OWNER is the owner of the property on which the retaining wall is situated;

**WHEREAS**, CITY has Albertson Engineering, Inc., 3202 West Main St. Suite C, Rapid City, SD 57702, as the “ARCHITECT” for all references herein; and

**WHEREAS**, the CITY has accepted the bid proposal from CONTRACTOR and provides compensation in an amount of Eighty Two Thousand and 00/100 Dollars (\$82,000.00), for the services set forth above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CONTRACTOR shall provide Reconstruction of the Retaining Wall located at 458 WILLIAMS Street;

3. CONTRACTOR shall be responsible for all applicable permitting;
4. CONTRACTOR shall limit use of premises to work in areas indicated and not disturb portions of site beyond areas in which the work is indicated;
5. CONTRACTOR shall keep driveway and entrances serving the premises clear and available to adjacent Owner, Owner's employees and emergency vehicles at all times and will not use these areas for parking or storage of materials;
6. CONTRACTOR shall provide access to all streets at all times and use traffic control as required;
7. CONTRACTOR shall be responsible for locating all overhead and underground utilities in the project area and taking all necessary precautions to prevent damaging all utilities;
8. CONTRACTOR shall be responsible for any damages to any utilities caused by his/her project operations;
9. Requirements for Performance Bonds, bid bonds, payment schedule, change order documentation and approval are responsibility of OWNER with assistance from the CITY. Construction to be completed within 90 days of Notice to Proceed. Liquidated damages in the amount of \$100.00/day will be assessed for each day past the 90 day limit in which construction is not completed.
10. CONTRACTOR shall salvage existing stone removed during construction, all existing stone not reinstalled shall be neatly stockpiled on site for CITY to pick up and take to their salvage yard;
11. All replaced sidewalk shall be 4" minimum depth with #4 rebar at 18" c.c. centered in slab.
12. All new stone veneer shall be supplied by CITY within 10 miles of Deadwood. CONTRACTOR responsible for delivering and installing veneer with appearance matching the lower tier existing wall to remain.
13. The Contract Documents consist of this Agreement, general conditions of the contract for construction, drawings, specifications, other documents listed in this Agreement and modifications issued after execution of this Agreement, all of which form the contract, and are as fully as part of the contract as if attached to this Agreement or repeated herein. The Contract Documents represent the entire and integrated Agreement between the parties and supersede prior negotiations, representations or agreements, either written or oral;
14. CONTRACTOR shall fully execute the work described in the Contract Documents;

15. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract, the general conditions of the contract for construction to satisfy other requirements, if any, which extend beyond final payment and the final certificate for payment has been issued by ARCHITECT;
16. CONTRACTOR shall abide by all bonding requirements set forth in the Contract Documents;
17. CONTRACTOR shall comply with the following miscellaneous provisions:
  - a. Properly sign the area to prevent any injuries to persons or property and to warn and keep people from entering the work area at all times while work is underway;
  - b. All work shall be done in a professional workmanlike manner;
  - c. All work will be subject to final inspection by Deadwood Public Works Director before acceptance;
  - d. All work is to be completed in accordance with existing building codes;
  - e. Any changes or additional work must be provided in writing by the parties prior to any changes being made;
  - f. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect them from any claims or damages arising out of or in conjunction with the work contemplated herein; and
  - g. Contractor agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.
18. OWNER agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of OWNER in connection with Agreement or services performed or materials provided pursuant to this Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF DEADWOOD

By: \_\_\_\_\_  
Dave R. Ruth, Jr., Mayor

ATTEST:

\_\_\_\_\_  
Jessica McKeown  
City Finance Officer

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022

OWNER:

\_\_\_\_\_  
\_\_\_\_\_

OWNER:

\_\_\_\_\_  
\_\_\_\_\_

State of South Dakota )  
 ) SS  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public  
My Commission Expires: \_\_\_\_\_

State of South Dakota )  
 ) SS  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public  
My Commission Expires: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

RCS CONSTRUCTION, INC.

By: \_\_\_\_\_  
Robert C. Scull II  
Its: President

State of South Dakota       )  
  ) SS  
County of \_\_\_\_\_       )

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned officer, personally appeared Robert C. Scull II, the President of RCS CONSTRUCTION, INC. and acknowledged that he executed the same for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



Prepared by: James Srstka  
 1251 Otter Rd.  
 Sturgis, SD 57785  
 605-415-2648

### **ELECTRIC EASEMENT-OH/UNDERGROUND**

THIS **EASEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **City of Deadwood**, a municipality, "**GRANTOR**", and Black Hills Power Inc. of 7001 Mt. Rushmore Rd. Rapid City, SD 57701 "**GRANTEE**".

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and perpetual easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace an electric power line with poles, wires, and associated equipment, and all necessary attachments, appurtenances, buried cables or wires, surface terminals, surface markers, transformer pads or vaults, and associated equipment, together with the power to extend to any communications company the right to use the right to use any pole placed pursuant to the provisions hereof, upon, and across that certain piece of real estate hereinafter described. The within grant shall include the right to trim and remove or control by other means any trees or vegetation along said lines where necessary to secure a clearance from conductors of at least 10 feet on either side of power line; the right to install and maintain anchors and guy wires when reasonably necessary which may lie outside of right of way. This easement shall run with the land.

The real estate above referred to is specifically described and/or depicted as follows: **SEE EXHIBIT "A"**

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety, operation or maintenance of said lines, and provided further that no structure shall be constructed under or near the lines without written permission from Grantee.

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by its failure to use due care in the exercise of the right granted hereunder.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first written above.

\_\_\_\_\_  
Grantor

ACKNOWLEDGEMENT CORPORATE

STATE OF \_\_\_\_\_ :  
SS.  
COUNTY OF \_\_\_\_\_ :

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ and acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said company.

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

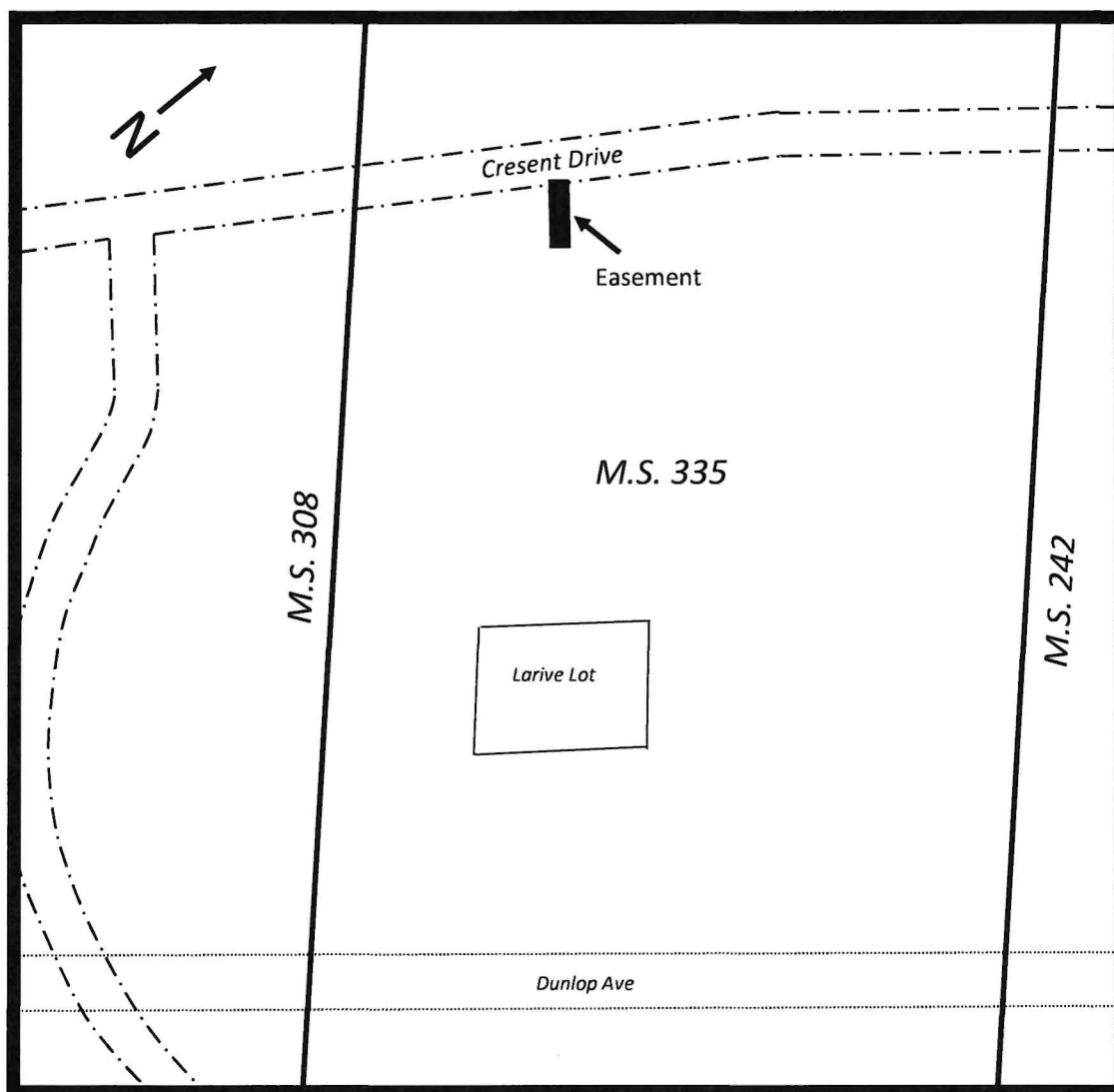
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
(SEAL)

**"Exhibit A"**

The real estate referred to is specifically described as follows:

Deadwood Amusement Part Tract Formerly Lots X1 & X2 in M.S. 308, Lots X1 & X2 in M.S. 335, Lot X1 in M.S. 242, Larive Lot in M.S. 335 and Portions of M.S. 308, 335, 242 & 569



Note: Centerline of the Power Line as Constructed will be the Centerline of the Easement.

Prepared by: James Srstka  
 1251 Otter Rd.  
 Sturgis, SD 57785  
 605-415-2648

### ELECTRIC EASEMENT-OH/UNDERGROUND

THIS **EASEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **City of Deadwood**, a municipality, "**GRANTOR**", and Black Hills Power Inc. of 7001 Mt. Rushmore Rd. Rapid City, SD 57701 "**GRANTEE**".

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the right, privilege and perpetual easement, to enter upon the lands of Grantor to survey, construct, operate and maintain, repair, alter, inspect, remove, upgrade, enhance and replace an electric power line with poles, wires, and associated equipment, and all necessary attachments, appurtenances, buried cables or wires, surface terminals, surface markers, transformer pads or vaults, and associated equipment, together with the power to extend to any communications company the right to use the right to use any pole placed pursuant to the provisions hereof, upon, and across that certain piece of real estate hereinafter described. The within grant shall include the right to trim and remove or control by other means any trees or vegetation along said lines where necessary to secure a clearance from conductors of at least **10** feet on either side of power line; the right to install and maintain anchors and guy wires when reasonably necessary which may lie outside of right of way. This easement shall run with the land.

The real estate above referred to is specifically described and/or depicted as follows: **SEE EXHIBIT "A"**

This grant shall include the right of ingress and egress over adjacent lands of Grantor as necessary to access the easement; and the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devises as may be required to permit the operation of standard utility construction or repair machinery. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction, safety, operation or maintenance of said lines, and provided further that no structure shall be constructed under or near the lines without written permission from Grantee.

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by its failure to use due care in the exercise of the right granted hereunder.

IN WITNESS WHEREOF, this instrument has been executed as of the day and year first written above.

\_\_\_\_\_  
Grantor

ACKNOWLEDGEMENT CORPORATE

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ SS.  
:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ and acknowledged the said instrument to be their free and voluntary act and deed and the free and voluntary act and deed of said company.

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

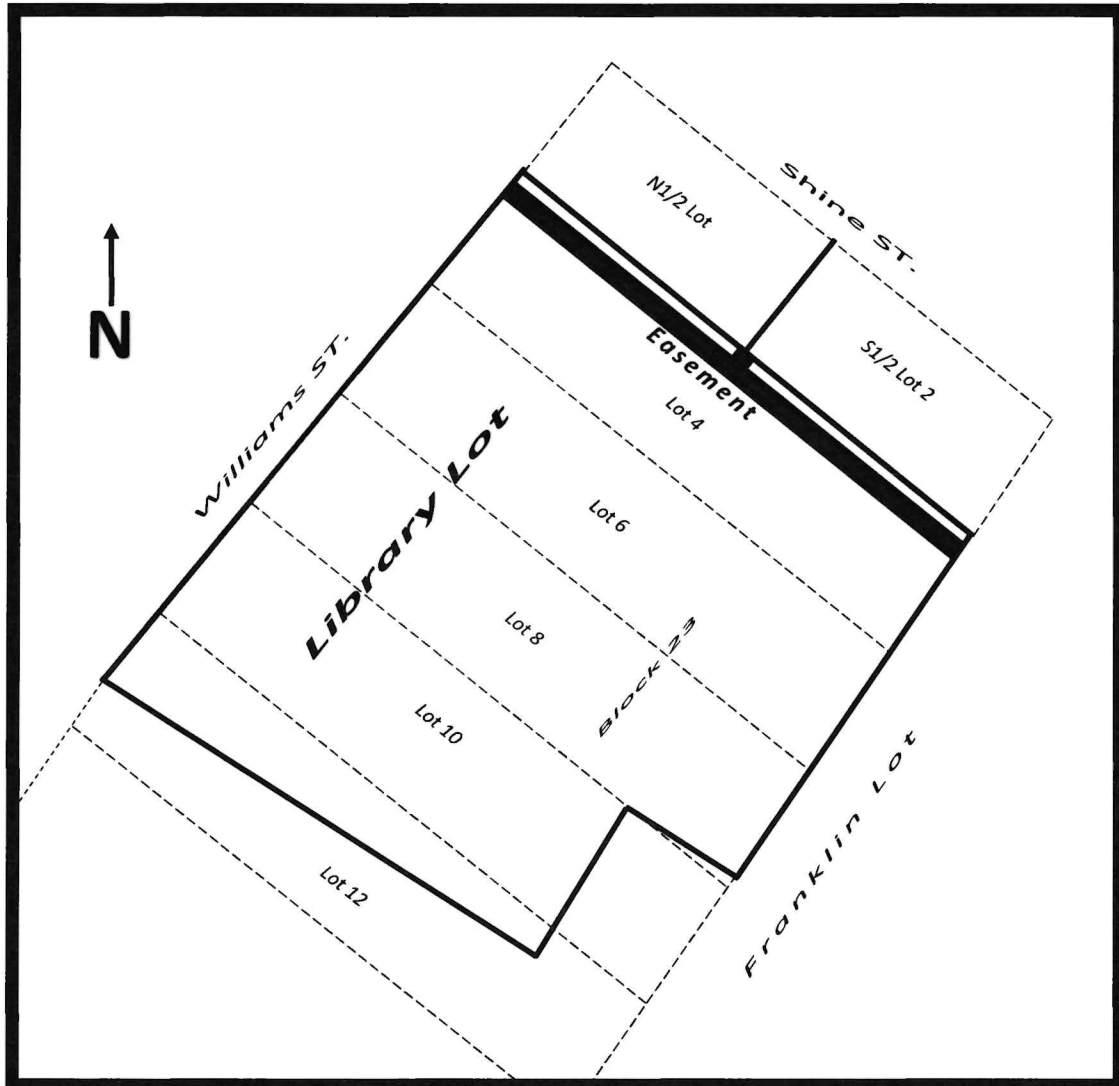
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
(SEAL)

**"Exhibit A"**

The real estate referred to is specifically described as follows:

The Library Lot, Block 23, Formerly Lots 4, 6, and Parts of Lots 8, 10 & 12, Block 23 O.T.,  
City of Deadwood, Lawrence County, South Dakota



Note: Centerline of the Power Line as Constructed will be the Centerline of the Easement.

McDirt Excavation Inc  
12273 Plateau Loop  
Whitewood, SD 57793  
mcdirt@rushmore.com



# INVOICE

*Burnham  
Emergency Repairs*

## BILL TO

Deadwood City of  
City of Deadwood  
67 Dunlop Ave  
Deadwood, SD 57732

INVOICE # 5890

DATE 09/07/2022

DUE DATE 10/01/2022

TERMS Due on receipt

DATE		DESCRIPTION	QTY	RATE	AMOUNT
09/07/2022	<b>mobilization fee</b>	mobilization of 308 to and from job -Harold	8	130.00	1,040.00T
09/07/2022	<b>Labor</b>	repair water leak -Kirby, Harold, Matt,Jim, Ryker, Shawn	40	80.00	3,200.00T
09/07/2022	<b>Cat 308 track hoe</b>	repair water leak -Rick	8	150.00	1,200.00T

Payment is due upon receipt. All past due balances(over 30 days) are subject to a 1.5% monthly/18% annual finance charge and will be assessed until balance is paid in full.

SUBTOTAL	5,440.00
TAX (0%)	0.00
TOTAL	5,440.00
BALANCE DUE	<b>\$5,440.00</b>

# FASTENAL®

## Packing Slip

Cust. No. SDR10821

Cust. P.O. Shop

Job No.

Sold To

CITY OF DEADWOOD PUBLIC WORKS

67 DUNLAP AVE

DEADWOOD, SD 57732-1510

The store serving you is

2136 Marlin Dr Suite 1

RAPID CITY, SD 57701

Phone #: 605-343-1192

Fax #: 605-343-3236

Date Reference Page

No.

9/26/22

SDRA1118401

1

Final Due Date: NET30 10/23/2022

Contract No:

17238-8497

### Ship To

CITY OF DEADWOOD PUBLIC WORKS

67 DUNLAP AVE

DEADWOOD, SD 57732-1510

This Order and Document are subject to the "Terms of Purchase" posted on [www.fastenal.com](http://www.fastenal.com).

Authorized Purchaser: Bill

Line No.	Quantity Ordered	Quantity Shipped	Quantity Backorder	Description	Control No.	Part No.	Price / Each	Amount
1	1	1	0	SB-25 1" Capacity Dr 18" 1 HP 110V Floor Drill Press	rpsd9154	0961230	2,626.5900*	2,626.59 G

Received By

Comments

Contact: Bill Burleson

Tax Exemption

No Exemption

SD

Subtotal	2,626.59
Shipping & Handling	125.00
State Tax	0.00
County Tax	0.00
City Tax	0.00
<b>TOTAL USD</b>	<b>2,751.59</b>

If you re-package or re-sell this product, you are required to maintain integrity of Country of Origin to the consumer of this product.

Reasonable collection and attorneys fees will be assessed to all accounts placed for collection  
No materials accepted for return without our permission.

X indicates part is a hazardous material

\* indicates part was sold at a promotional or special discount price

An invoice will be mailed in approximately five days.

All discrepancies must be reported within 10 days.

\*0\*

Thank You !





RAPID CITY, SD  
(605) 341-3473

FB  
400

# INVOICE

**Invoice No:** 115007507  
**Invoice Date:** 9/9/2022  
**Work Order:** 115009138  
**Complete Date:** 9/8/2022  
**PO Number:**  
**Alt WO Number:**  
**Customer ID:** CITYOFD545  
**Terms:** Net 30

**Bill to:** City Of Deadwood - Public Bldg  
 102 SHERMAN ST  
 DEADWOOD, SD 57732-1309

**Service at:** CITY OF DEADWOOD - PUBLIC BLDG  
 PUBLIC BLDGS  
 DEADWOOD, SD 57732

Description	Quantity	Rate	Amount
2.5 LB Dry Chemical Extinguisher 6-Yr Maintenance	5.00	15.00	75.00
5 LB Dry Chemical Extinguisher 6-Yr Maintenance	5.00	23.00	115.00
5 LB Dry Chemical Ext. Low Pressure Hydro Test	4.00	44.00	176.00
10 LB Dry Chemical Extinguisher 6-Yr Maintenance	9.00	36.00	324.00
10 LB Dry Chemical Ext. Low Pressure Hydro Test	9.00	57.00	513.00
10 LB CO2 Extinguisher Recharge	1.00	25.00	25.00
Fire Extinguisher Annual Inspection	251.00	0.00	0.00
Truck Charge	1.00	60.00	60.00
42909 VLV STEM ASSY DRYCHE ANS	9.00	19.00	171.00
PTS O-RING DRYCHE ANS SENTRY	8.00	5.00	40.00
QR40 O RING	1.00	5.00	5.00
PTS VLV STEM ASSY DRYCHE BADGER	2.00	19.00	38.00
5241A O RING OR27	16.00	5.00	80.00
PTS VLV STEM ASSY DRYCHE AX	14.00	19.00	266.00
PTS VLV STEM ASSY DRYCHE KIDDE PRO-LINE	2.00	19.00	38.00
PTS GASKET RING DRYCHE KIDDE SM	2.00	5.00	10.00
OR29 O RING	5.00	5.00	25.00
440945 DRYCHE 10LB HI FLO HSE HRN NO BR	3.00	299.00	897.00
ANS DRYCHE 20# FORAY HI FLO HSE/HRN NO B	1.00	548.00	548.00
24489 ANS METAL VLV STEM ASSY	5.00	19.00	95.00
PTS VERF COLLAR	32.00	0.00	0.00
Fire Extinguisher Inspection	1.00	753.00	753.00

**Work Description:** Fire Extinguisher - Annual Inspection

**To Pay by Check or Credit Card**  
 (651) 272-3251

**Account Inquiries**  
 ar@summitcompanies.com

**MAKE CHECKS PAYABLE TO**  
**SUMMIT FIRE PROTECTION**  
 PO BOX 6205  
 CAROL STREAM, IL 60197-6205

**PAY ONLINE:**  
<https://securepayment.link/summitfireprotection/>

<b>Subtotal:</b>	4,254.00
<b>Sales Tax:</b>	0.00
<b>Payments:</b>	0.00
<b>Total Due:</b>	<b>\$4,254.00</b>

Cust: CITYOFD545

Inv: 115007507



RAPID CITY, SD  
(605) 341-3473

Section 6 Item v.

# INVOICE

**Invoice No:** 115007562  
**Invoice Date:** 9/16/2022  
**Work Order:** 115009766  
**Complete Date:** 9/15/2022  
**PO Number:** FIRE DEPT  
**Alt WO Number:**  
**Customer ID:** CITYOFD545  
**Terms:** Net 30

**Bill to:** City Of Deadwood - Public Bldg  
 102 SHERMAN ST  
 DEADWOOD, SD 57732-1309

**Service at:** CITY OF DEADWOOD - PUBLIC BLDG  
 PUBLIC BLDGS  
 DEADWOOD, SD 57732

Description	Quantity	Rate	Amount
5 LB Dry Chemical Ext. Low Pressure Hydro Test	1.00	44.00	44.00
10 LB Dry Chemical Ext. Low Pressure Hydro Test	2.00	57.00	114.00
10 LB Dry Chemical Extinguisher 6-Yr Maintenance	4.00	36.00	144.00
10 LB Dry Chemical Extinguisher Recharge	1.00	36.00	36.00
20 LB Dry Chemical Ext. Low Pressure Hydro Test	2.00	74.00	148.00
10 LB CO2 Extinguisher High Pressure Hydro Test	1.00	58.00	58.00
Fire Extinguisher Annual Inspection	17.00	3.00	51.00
Truck Charge	1.00	50.00	50.00
Technician Labor	0.52	0.00	0.00
Technician Labor	0.73	0.00	0.00
PTS VLV STEM ASSY DRYCHE AX	9.00	19.00	171.00
5241A O RING OR27	10.00	5.00	50.00
PTS VLV STEM ASSY DRYCHE BADGER	1.00	19.00	19.00
PTS VERF COLLAR	10.00	0.00	0.00
AX DRYCHE 5# ABC AL HSE&HRN VHCL BKT	1.00	164.00	164.00
ANS DRYCHE 10# ABC AL HSE&HRN NOBKT	1.00	281.00	281.00
442255 ANS ABC CLEAN GUARD 5LB	2.00	864.00	1,728.00

**Work Description:** Annual fire extinguisher inspections

**To Pay by Check or Credit Card**  
 (651) 272-3251

**Account Inquiries**  
[ar@summitcompanies.com](mailto:ar@summitcompanies.com)

**MAKE CHECKS PAYABLE TO**  
 SUMMIT FIRE PROTECTION  
 PO BOX 6205  
 CAROL STREAM, IL 60197-6205

**PAY ONLINE:**  
<https://securepayment.link/summitfireprotection/>

<b>Subtotal:</b>	3,058.00
<b>Sales Tax:</b>	0.00
<b>Payments:</b>	0.00
<b>Total Due:</b>	<b>\$3,058.00</b>

Cust: CITYOFD545

Inv: 115007562



# SERVICE REPORT

Section 6 Item v.

WORK ORDER:

115009766

DATE: 09/15/2022

CUSTOMER: CITY OF DEADWOOD - PUBLIC BLDG (AR#:CITYOFD545)  
STREET: PUBLIC BLDGS  
CITY: DEADWOOD, SD 57732  
CONTACT: TOM

CALL TYPE: Service - Fire Extinguisher

TROUBLE REPORTED: ALL

WORK PERFORMED: Annual fire extinguisher inspections (Lanphear; Anthony D on Sep 15, 2022)

PARTS	
QUANTITY	DESCRIPTION
9	PTS VLV STEM ASSY DRYCHE AX
10	5241A O RING OR27
1	PTS VLV STEM ASSY DRYCHE BADGER
10	PTS VERF COLLAR
1	AX DRYCHE 5# ABC AL HSE&HRN VHCL BKT
1	ANS DRYCHE 10# ABC AL HSE&HRN NOBKT
2	442255 ANS ABC CLEAN GUARD 5LB
1	5 LB Dry Chemical Ext. Low Pressure Hydro Test
2	10 LB Dry Chemical Ext. Low Pressure Hydro Test
4	10 LB Dry Chemical Extinguisher 6-Yr Maintenance
1	10 LB Dry Chemical Extinguisher Recharge
2	20 LB Dry Chemical Ext. Low Pressure Hydro Test
1	10 LB CO2 Extinguisher High Pressure Hydro Test
17	Fire Extinguisher Annual Inspection
1	Truck Charge^(Service-FE) Non-Agreement

LABOR		
DATE	LABOR	TECHNICIAN/DESC
Sep 15, 2022	0.52	Lanphear; Anthony D (Technician Labor)

IS JOB COMPLETE? Yes

## Customer

Name:  
Date: 09/15/2022 11:28 AM  
Comments:

## Email

RMCGRATH@CITYOFDEADWOOD.COM,

## Employee

Name: Anthony Lanphear  
Date: 09/15/2022 11:28 AM  
Comments:



## PET LICENSING DAY

**\*Veterinarian Onsite to Provide Vaccinations\***  
(Rabies - \$8.00 Per Pet, Other Vaccinations Available Upon Request)

**OCTOBER 12, 2022 - 3:00PM-6:00PM**  
**DEADWOOD WELCOME CENTER**  
**501 MAIN ST, DEADWOOD, SD 57732**

Reminder:

According to Deadwood City Ordinance 6.08.070, you are required to license your dog/cat yearly. Licenses will be issued with proof of vaccinations.

Pricing is as follows:

**PET LICENSE FEES WAIVED ON OCTOBER 12, 2022**

**RESOLUTION 2022 – 19****RESOLUTION TO VACATE A PORTION OF SECTION LINE RIGHT OF WAY**

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

AND WHEREAS, this section line right of way is located within the Preacher Smith Tract. All located in sections 11, 12, 13 and 14 of Township 5 North, Range 3 East, Black Hills Meridian, City of Deadwood, Lawrence County, South Dakota.

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

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

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

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

Dated this 3rd day of October, 2022.

CITY OF DEADWOOD

By \_\_\_\_\_  
David Ruth Jr., Mayor

ATTEST:

\_\_\_\_\_  
Finance Officer

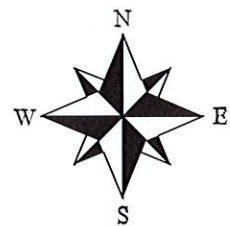


**'EXHIBIT A'**

For the Purpose of Showing the Vacated Section Line R.O.W., lying within the Preacher Smith Tract.  
All Located in Sections 11, 12, 13 and 14 of T.5N., R.3E., B.H.M., City of Deadwood, Lawrence County, South Dakota.

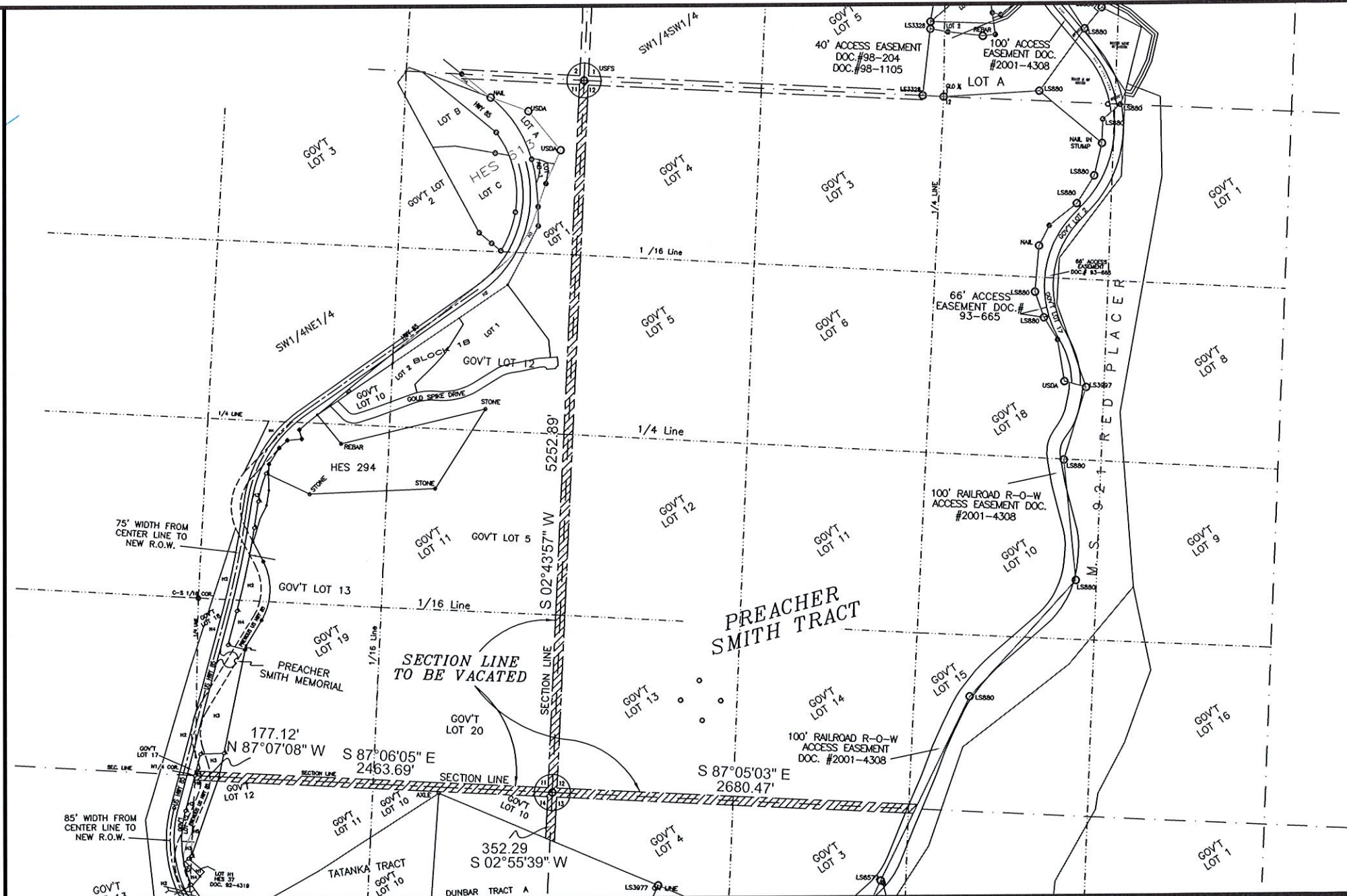


*Shanon Vasknetz*  
Shanon Vasknetz SDRLS 7719



1" = 1000 Feet  
May 2022

PREPARED BY: Baseline Surveying Inc.,  
2305 Junction Ave., Sturgis SD 57785  
Phone: (605) 490-1401  
Email: [baseline@sturgissurveying.com](mailto:baseline@sturgissurveying.com)  
Job Number: 20-270



Whereas, City of Deadwood, City of Lead and Lead-Deadwood School District have come together to collaborate for the services of a School Resource Officer; and

Whereas, the parties herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative;

Now, Therefore, it is hereby agreed by and between the parties as follows:

- One (1) School Resource Officer is needed in Lead for the Middle School and High School.
- One (1) School Resource Officer is needed in Deadwood for the Elementary School.
- The City of Deadwood shall employ the School Resource Officer.
- The School Resource Officer's schedule will follow the school calendar.

Financial obligations for the parties for the School Resource Officer placed in Lead are as follows:

- City of Deadwood pays 25% of salary plus all benefits.
- City of Lead will pay an amount not to exceed \$12,500.00.
- Lead-Deadwood School District pays the balance of salary.

Financial obligations for the parties for the School Resource Officer placed in Deadwood are as follows:

- City of Deadwood pays 25% of salary plus all benefits.
- Lead-Deadwood School District pays the balance of salary.

The City of Deadwood will bill the City of Lead and the Lead-Deadwood School District annually for their portion of expenses.

The undersigned parties have agreed to this MOU:

For City of Lead:

\_\_\_\_\_  
Mayor

Date:\_\_\_\_\_

For City of Deadwood:

\_\_\_\_\_  
Mayor

Date:\_\_\_\_\_

For Lead-Deadwood School District:

\_\_\_\_\_  
Superintendent

Date:\_\_\_\_\_

For City of Lead:

\_\_\_\_\_  
Attest City Administrator

Date:\_\_\_\_\_

For City of Deadwood:

\_\_\_\_\_  
Attest: Finance Officer

Date:\_\_\_\_\_

For the Lead-Deadwood School District:

\_\_\_\_\_  
Attest: Business Manager

Date:\_\_\_\_\_



**Administration Program**  
**Local Government Assistance Office**  
700 East Broadway Avenue  
Pierre, SD 57501-2586  
O: 605.773.2995 | F: 605.773.4870  
dot.sd.gov

## MEMORANDUM

DATE: July 25, 2022

TO: Bob Nelson, Public Works Director

FROM: Erin James Muldoon Consultant Management Engineer  
Local Government Assistance

SUBJECT: 2019 Bridge Improvement Grant Project  
BRO 8041(00)19-1, City of Deadwood PCN 075J  
LETTING AUTHORIZATION

The following items have been reviewed, revised, and submitted in final acceptable form:

- Plans
- Specifications
- Construction management plan
- Construction engineering contract

Deadwood City of may now proceed with advertising the noted project for bids.

Award of the project cannot be made without prior DOT concurrence. Failure to comply with this requirement may result in forfeiture of the grand funds. Please submit the following items.

1. Bid tabulation
2. Engineer's Estimate
3. County Commission recommendation for action on bid proposal

Upon review and approval of the submitted information, and award concurrence letter will be issued after which a contract with successful bidder may be signed.

Reminder – To receive construction reimbursement, a copy of the signed contract between the City and the contractor must be submitted with the first billing.

If you have any questions or comments, please contact me at 605-773-8115

Cc: Ron Bengs, Interstate Engineering  
File



AS READ BID RESULTS  
TIMM LANE REPLACEMENT STRUCTURE, CITY OF DEADWOOD, SD - SEPTEMBER 29, 2022  
IEI Project No. L19-00-078

BIDDER	BID BOND ENVELOPE		BID ENVELOPE				BASE BID AMOUNT	COMMENTS
	Bid Bond	Cont. Lic.	Acknowledge Addendum	Surety Name	Bid Form	Acknowledge LD's		
Corr Construction	Included	Included	#1	Inc.	Inc.	Yes	\$ 673,721.66	
Complete Concrete	Included	Included	#1	Inc.	Inc.	Yes	\$ 847,338.57	
Heavy Constructors	Included	Included	#1	Inc.	Inc.	Yes	\$ 750,237.00	

## NOTICE TO BIDDERS

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

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

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

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

CITY OF DEADWOOD

/s/ Jessica McKeown, City Finance Officer

Publication Dates: October 20 and October 27, 2022



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

Price Level: 260

### Major Equipment

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

TorqShift 10 speed automatic w/OD

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

\* SecurILock immobilizer

\* Message Center

\* Vinyl seats

\* Front axle capacity: 7500 lbs.

\* Front spring rating: 7500 lbs.

\* Frame section modulus: 12.7 cu.in.

\* Cab to axle: 60"

\* Transmission PTO Provision

### Fuel Economy

Exterior: Oxford White

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

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

### As Configured Vehicle

STANDARD VEHICLE PRICE

Order Code 680A

Transmission: TorqShift 10-Speed Automatic

Limited Slip w/4.88 Axle Ratio

GVWR: 22,000 lbs Payload Package

Wheels: 19.5" x 6.75" Argent Painted Steel

HD Vinyl 40/20/40 Split Bench Seat

Monotone Paint Application

145" Wheelbase

Radio: AM/FM Stereo w/MP3 Player

Fleet Customer Powertrain Limited Warranty

50-State Emissions System

Transmission Power Take-Off Provision

SYNC Communications & Entertainment System

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

Dual 78-AH 750 CCA Batteries

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

Spare Tire, Wheel & Jack

MSRP

N/C

Included

Included

Included

Included

Included

STD

STD

Included

N/C

STD

Included

Included

Included

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



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

Price Level: 260

Major Equipment

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

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



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

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

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

OFFICE OF  
PLANNING, ZONING AND  
HISTORIC PRESERVATION  
108 Sherman Street  
Deadwood, SD 57732



**Jeremy Russell**  
Planning and Zoning Administrator  
Telephone (605) 578-2082  
[jeramyr@cityofdeadwood.com](mailto:jeramyr@cityofdeadwood.com)  
Fax (605) 578-2084

**STAFF REPORT  
PLANNING & ZONING  
BOARD OF ADJUSTMENT  
REQUEST FOR A CONDITIONAL USE PERMIT**  
*September 21, 2022*

**APPLICANT:** Keating Resources

**PURPOSE:** Application for CUP - Condominiums

**GENERAL LOCATION:** 51, 55, 53 Sherman Street

**LEGAL DESCRIPTION:** THE NORTHERN ONE FOOT SIX INCHES (1'6") OF LOT 17, ALL OF LOTS 19, 21, 23, 25 AND VACATED ALLEY BETWEEN LOT 23 AND LOT 25, AND ALL OF LOT 26, AND LOT 27, ALL IN BLOCK 30 OF THE CITY OF DEADWOOD ACCORDING TO THE P.L. ROGERS MAP OF THE CITY OF DEADWOOD. LESS AND EXCEPT TRACT 1 OF MILLER STREET SUBDIVISION ACCORDING TO PLAT DOCUMENT #2012-05646, AND LESS AND EXCEPT WILD BILL LOT ACCORDING TO PLAT DOCUMENT #2012-03484, ALL LOCATED IN THE SW1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 3 EAST OF THE BLACK HILLS MERIDIAN, CITY OF DEADWOOD, SOUTH DAKOTA.

**FILE STATUS:** All legal obligations have been completed

**ZONE:** C1 – Commercial

**STAFF FINDINGS:**

Surrounding Zoning:

North: C1 – Commercial  
South: C1 – Commercial  
East: PU – Public Use  
West: PU – Public Use

Surrounding Land Uses:

Commercial Businesses  
Commercial Businesses  
Museum/Post Office  
Public Parking Lot

**SUMMARY OF REQUEST**

The applicant has submitted a request for a Conditional Use Permit to operate condominiums at 51, 53, 55 Sherman Street. The subject property is located at the intersection of Deadwood Street and Sherman Street. This area is surrounded by commercial businesses and public use spaces.

### FACTUAL INFORMATION

1. The property is currently zoned C1 – Commercial
2. The site was originally built in the late 1890's and is on the National Historic Registry.
3. The subject property has access from Sherman Street and Miller Street.
4. The property is located in Flood Zone X – Areas of 500-year flood.
5. Adequate public facilities are available to serve the property.
6. The area is characterized by a mixture of commercial businesses and public space.

### STAFF DISCUSSION

Condominiums are a conditional use within the Commercial District ordinance 17.32. Adequate parking for this use would be a discussion topic for this location as the property lacks sufficient parking spaces, however; according to Deadwood City Ordinance 17.64.060 Off-street parking:

Existing and new uses in buildings built pre-1941:

1. In planning unit 4, in the historic overlay zone, uses existing as of the date of the ordinance codified in this title and any new uses in buildings built prior to January 1, 1941, shall not be required to provide off-street parking facilities.
2. In all other planning units, the requirements of subsection A of this section shall apply. in planning unit 4, in the historic overlay zone, uses existing as of the date.

The Deadwood Zoning Code 17.08 defines a Condominium as the following:

Real property having more than one dwelling unit and the ownership of which consists of separate, divided, fee simple estates in individual air space units, together with an undivided fee simple interest in the common elements appurtenant to such units.

*Keating Resources intends to have condominiums on floors 2 – 4, while the first floor will become retail space.*

### COMPLIANCE

1. The Zoning Officer provided notice identifying the applicant, describing the project and its location, and giving the scheduled date of the public hearing in accordance with Section 10.10.B.
2. A sign was posted on the property for which the requests were filed.

3. Notice of the time and place was published in the designated newspaper of the City of Deadwood.

### **GENERAL USE STANDARDS FOR CONDITIONAL USE PERMITS**

In reviewing any application under the authority of this chapter and as a further guide to its decision upon the facts of the case, the Commission(s) shall consider, among other things, the following facts:

- A. The proposed use shall be in harmony with the general purposes, goals, objectives, and standards to the City Policy Plan, the ordinance, the district in which it is located, or any other plan, program, map, or ordinance adopted, or under consideration pursuant to official notice by the City of Deadwood.

*The City Comprehensive Plan encourages a variety of uses and a mixture of housing types. Preserve the existing stock of historic structures by working with the individuals and guiding the uses is an acceptable means. Traffic and parking should not significantly affect the neighborhood.*

- B. Whether or not a community need exists for the proposed use at the proposed location in light of existing and proposed uses of a similar nature in the area and of the need to provide or maintain a proper mix of uses both within the city and also within the immediate area of the proposed use: (a) the proposed use in the proposed location shall not result in either a detrimental over concentration of a particular use from previously permitted uses within the city or within the immediate area of the proposed use.

*The subject area is zoned C1 – Commercial District and is intended to provide locations coinciding with the downtown core commercial zone where certain commercial uses and gaming are permitted. One of the most important “needs” for the city currently is housing.*

- C. The proposed use at this location shall not result in a substantial or undue adverse effect on adjacent property, the character of the neighborhood, traffic conditions, parking, public improvement, public sites, or rights-of-way.

*The proposed use would not result in a substantial or undue adverse effect on adjacent property, or the character of the neighborhood and the use would not alter the character of the neighborhood. To support a denial of a conditional use permit on the grounds that it will cause increased traffic problems, there must be a high degree of probability that the increase would pose a substantial threat to the health and safety of the community.*

- D. Whether or not the proposed use increases the proliferation of non-conforming uses as well as previously approved Conditional Use Permits which are still in use, when influenced by matters pertaining to the public health, safety, and general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of provisions and policies of the Policy Plan, this ordinance, or any other plan, program, map or ordinance



adopted, or under consideration pursuant to official notice, by the city or other governmental agency having jurisdiction to guide growth and development.

For any conditional use, lot and performance standards shall be the same as similar type uses located in specific districts. The character and use of buildings and structures adjoining or near the property mentioned in the application shall be considered in their entirety.

*The proposed use would not increase the proliferation of non-conforming uses. The subject location is surrounded by a variety of commercial uses. The appearance of the structure will not change; therefore, the character and use of the buildings and structures adjoining the subject property will not be adversely affected.*

- E. Whether or not the proposed use in the proposed area will be adequately served by and will not impose an undue burden on any of the improvements, facilities, utilities, and services specified in this section.

*The proposed use will not cause significant adverse impacts on water supply, fire protection, waste disposal, schools, traffic and circulation, or other services. Existing services are available onsite.*

### **CONDITIONS GOVERNING APPLICATIONS AND PROVISIONS**

- A. Following the issuance of a conditional use permit pursuant to the provisions of this ordinance, such permit may be amended, varied, or altered only pursuant to the standards and procedures established by this section for its original approval.
- B. The Board of Adjustments can revoke conditional use permits, once granted, for cause after a hearing is held before them. Complaints seeking the revocation of such permit shall be filled with the Zoning Administrator and may be initiated by the Planning and Zoning Commission OR any three (3) residents within three hundred (300) feet of the property lines of which the application has been filed. All such revocation hearings shall be conducted in the same manner as for the Conditional Use Permit application hearings.
- C. The Planning and Zoning Commission shall have the authority to review Conditional Use Permits at any time and/or on an annual basis and place additional stipulations to mitigate a problem.
- D. If the use permitted under the terms of a Conditional Use Permit has not been started within six (6) months of the date of issuance thereof, said permit shall expire and be canceled by the City Planning Department. Written notice thereof, shall be given to the person(s) affected, together with notice that further use or work as described in the canceled permit shall not proceed, unless and until a new conditional use permit has been obtained.

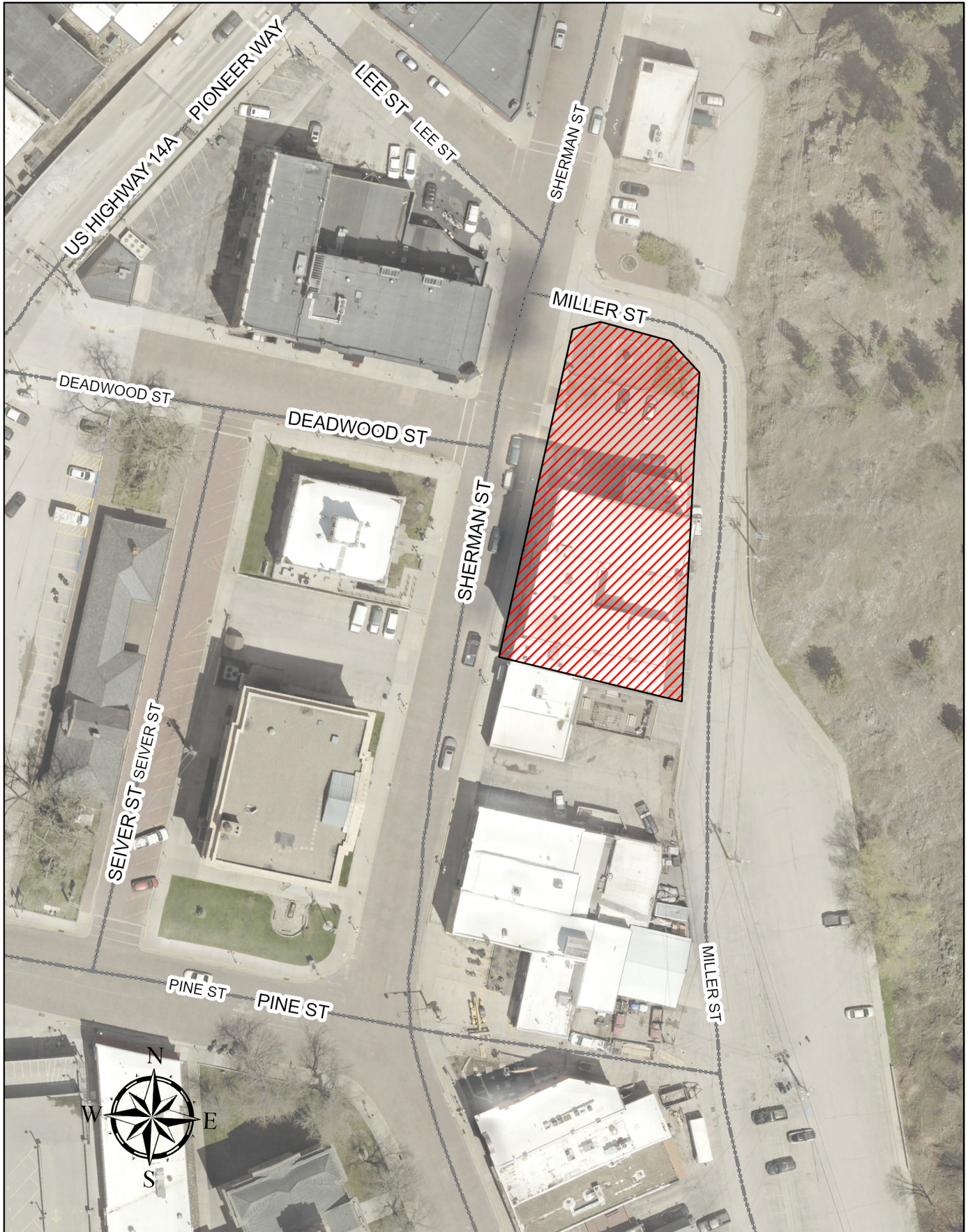
- E. If the use permitted under the terms of a Conditional Use Permit ceases, for whatever reason, for a period of twelve (12) months, said permit shall expire and be canceled by the City Planning Department. Written notice thereof, shall be given to the person(s) affected, together with notice that further use or work as described in the canceled permit shall not proceed, unless and until a new conditional use permit has been obtained.

**If approved, staff recommends the following stipulation(s):**

1. The Conditional Use Permit runs with the applicant and not the land; therefore, should the property be sold, the Conditional Use Permit is null and void.
2. Proof that the Building Inspector has inspected the building and it meets all the building codes.

**ACTION REQUIRED FOR CONDITIONAL USE PERMIT:**

1. Approve / Deny by the Planning and Zoning Commission.
2. Approve / Deny by the Board of Adjustment.



**51-53-55 SHERMAN STREET  
APPLICATION FOR CONDITIONAL USE PERMIT  
FOR CONDOMINIUMS.**





August 12, 2022

Jeramy Russell, Planning and Zoning Administrator  
City of Deadwood

Re: Conditional Use Application - Adams Block Building Rehabilitation

Dear Jeramy,

Keating Resources is requesting approval to construct condominiums on the second, third and fourth floors of the Adams Block Building located at 51, 53 and 55 Sherman Street, as allowed per section 17.32.030 Conditional Uses.

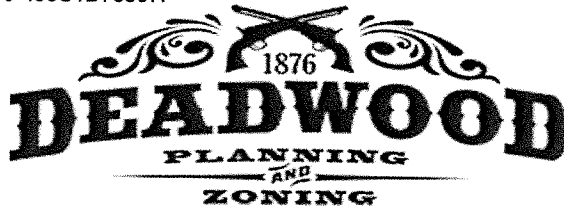
Attached, are the application, Alta Survey, and conceptual floor plans of the proposed eleven condos. The plans are preliminary, so the quantity and configuration could change.

Thank you for your consideration.

Sincerely,

Bradley P. Burns, AIA  
Chamberlin Architects

Return Completed Form To:  
**Planning and Zoning**  
 108 Sherman Street  
 Deadwood, SD 57732



Questions Call **Section 10 Item a.**  
**Jeremy Russell**  
 (605) 578-2082 or  
 jeramyr@cityofdeadwood.com

Application No. \_\_\_\_\_

## APPLICATION FOR CONDITIONAL USE PERMIT

**Application Fee: \$200.00**

**Applicants:** Please read thoroughly prior to completing this form. Only complete applications will be considered for review.

Name of Proposed Development: Adams Block Building Restoration

Street Location of Property: 51, 53, 55 SHERMAN ST.

Legal Description of Property: SEE ATTACHED ALTA SURVEY

Zoning Classification of Property: C1 COMMERCIAL DISTRICT

Name of Property Owner: KEATING RESOURCES Telephone: (402) 925-5113

Address: 107 MAIN ST. ATKINSON NE 68703  
Street City State Zip

Name of Applicant: GERARD KEATING Telephone: (402) 925-5113

Address: SAME AS PROPERTY OWNER

Street City State Zip

### 1. The following documents shall be submitted:

- An improvement survey, including all easements,
- Development plan, including site plan with location of buildings, usable open space, off-street parking, loading areas, refuse area, ingress/egress, screening, proposed or existing signage, existing streets, and
- A written statement addressing the criteria for approval.

Uses of Building or Land: GAMING ON 1ST FLOOR / CONDOMINIUMS ON 2ND, 3RD AND 4TH

Signature of Applicant: Gerard Keating Date: 8/12/2022  
DocuSigned by: C6A68B51B9DB440...

Signature of Property Owner: Gerard Keating Date: 8/12/2022  
DocuSigned by: C6A68B51B9DB440...

Fee: \$ \_\_\_\_\_ Paid On \_\_\_\_\_ Receipt Number \_\_\_\_\_

**Legal Notice Published**

**Date:** \_\_\_\_\_

**Hearing Date:** \_\_\_\_\_

PLANNING AND ZONING ADMINISTRATOR:			
Approved/P&Z Administrator:	Yes	No	Signature: _____ Date: _____
PLANNING AND ZONING COMMISSION:			
Approved/P&Z Commission:	Yes	No	Date: _____
DEADWOOD BOARD OF ADJUSTMENT:			
Approved/City Commission:	Yes	No	Date: _____

Reason for Denial (if necessary): \_\_\_\_\_





**chamberlin**

725 St. Joseph Street, Suite B1  
Rapid City, SD 57701  
605.355.6804  
chamberlinarchitects.com

NOT FOR CONSTRUCTION

**SPORTSBOOK  
DEADWOOD**

55 SHERMAN STREET  
DEADWOOD, SOUTH DAKOTA

**2ND & 3RD FLOOR  
PROPOSED PLANS**

NO: ISSUED FOR: DATE:



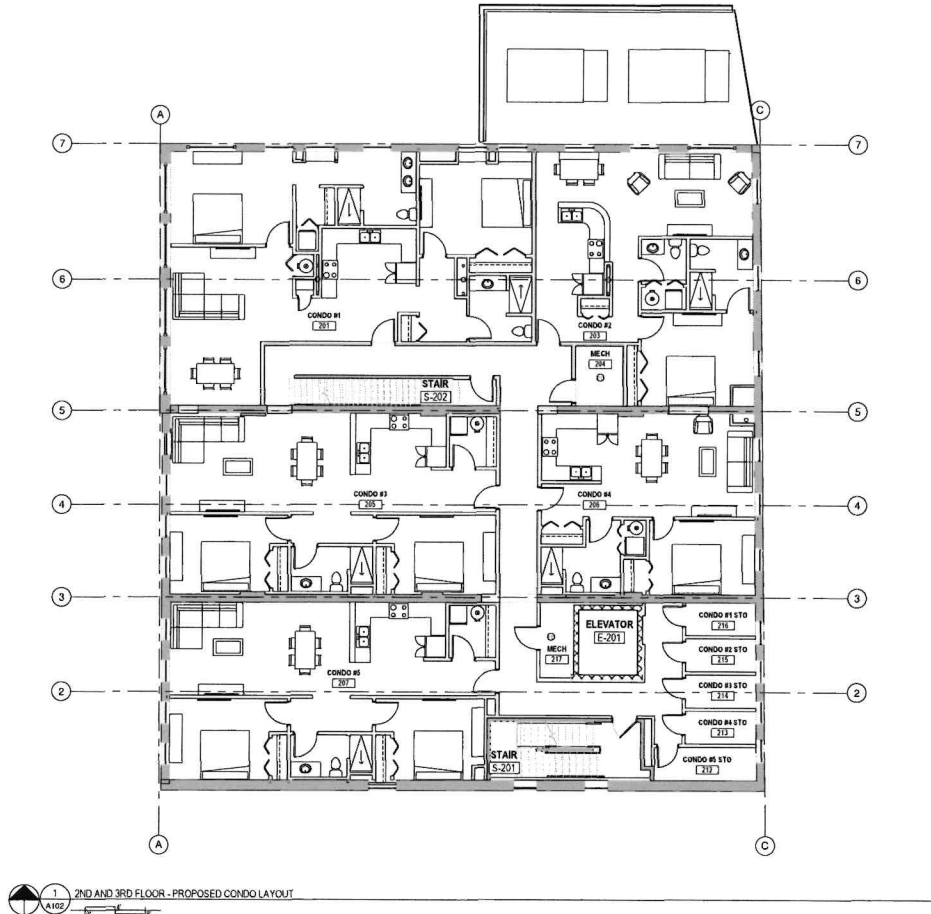
PROJECT STATUS: CONCEPTUAL  
DESIGN

DATE: 08/01/2022 SHEET NO:

PROJECT NO:  
20106

**A102**

©2022 CHAMBERLIN ARCHITECTS



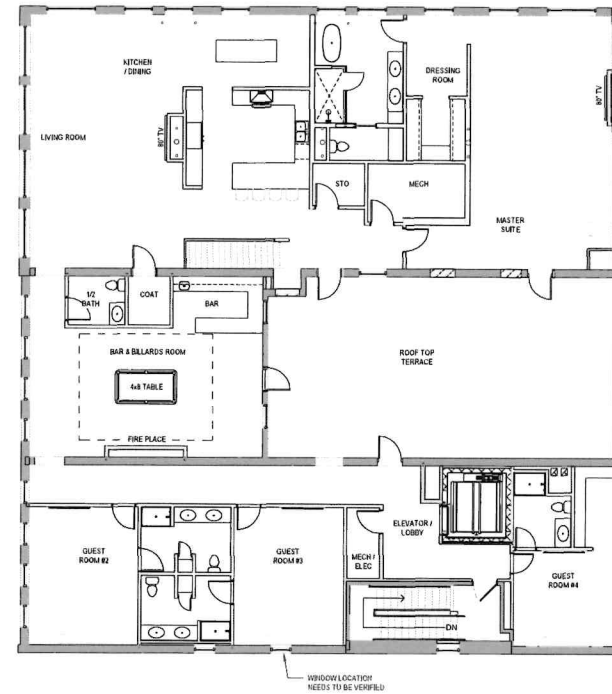
1 2ND AND 3RD FLOOR - PROPOSED CONDO LAYOUT  
A102



**chamberlin**

725 St. Joseph Street, Suite B1  
Rapid City, SD 57701  
605.355.6804  
chamberlinarchitects.com

NOT FOR CONSTRUCTION



# ADAMS BLOCK BUILDING RENOVATION

55 SHERMAN STREET  
DEADWOOD, SOUTH DAKOTA

## 4TH FLOOR PLAN

NO: ISSUED FOR: DATE:



PROJECT STATUS: 100% SD

DATE: 6/1/2021 SHEET NO: PROJECT NO: 20106 **A103**





**ORDINANCE NO. 1361**  
**AN ORDINANCE AMENDING TITLE 17 - ZONING**  
**CITY OF DEADWOOD**  
**ZONING MAP**

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

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

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.

FROM: PF – Park Forest  
 TO: R2 – Residential Multifamily

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

The official Zoning District Map of the City of Deadwood is hereby amended to change the zoning classification of the following described parcel from PF – Park Forest to R2 – Residential Multifamily, to-wit:

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.

The Zoning Administrator for the City of Deadwood, South Dakota, is hereby directed to make the necessary and appropriate changes and amendments to the Official Zoning Map of the City of Deadwood, on which mentioned property is located, designating said property as **R2 – Residential Multifamily**. The parcel contains 12.991 Acres, more or less.

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

Dated this 19th day of September, 2022.

CITY OF DEADWOOD

\_\_\_\_\_  
 David Ruth Jr., Mayor

ATTEST:

\_\_\_\_\_  
 Jessica McKeown, Finance Officer

First Reading: September 19, 2022

Second Reading: October 3, 2022

Published: October 6, 2022

Adopted: October 26, 2022



PO Box 1400, Rapid City SD 57709

Invoice No.

**Quote****Customer**

Name City of Deadwood(Library Underground Permanent)  
 Address 435 Williams Street  
 City Deadwood State SD ZIP 57732  
 Phone 605-3471292

**Misc.**

Date August 16, 2022  
 DS# 159124  
 WO#  
 Rep Jim S

Qty	Description	Unit Price	TOTAL
1	Remove pole and Overhead at Library, 3Phase cabinet, Padmount, Services & Underground to Denver Street		\$ 36,132.25
	Federal Tax	12.89%	\$ 4,657.44
Subtotal			\$40,789.69
Shipping			
Tax Rate(s) 2.04% (SEE ABOVE)			\$ 983.03
<b>TOTAL</b>			<b>\$ 41,772.72</b>

**Payment**

Select One...

Comments  
 Name  
 CC #  
 Expires

Office

*Improving life with energy*  
[www.blackhillspower.com](http://www.blackhillspower.com)



PO Box 1400, Rapid City SD 57709

Invoice No.

**Quote****Customer**

Name City of Deadwood (Library Temp)  
 Address 435 Williams Street  
 City Deadwood State SD ZIP 57732  
 Phone

**Misc.**

Date August 3, 2022  
 DS# 156577  
 WO#  
 Rep Jim S

Qty	Description	Unit Price	TOTAL
1	Install temp 3 Phase Riser & OH for Library Retaining Wall		\$ 16,345.34
	Federal Tax	12.89%	\$ 2,106.91
Subtotal			\$18,452.25
Shipping			
Tax Rate(s) 2.04%			\$ 376.61
(SEE ABOVE)			
<b>TOTAL</b>			<b>\$ 18,828.86</b>

**Payment**

Select One...

Comments  
 Name  
 CC #  
 Expires

Office

*Improving life with energy*  
[www.blackhillspower.com](http://www.blackhillspower.com)



205 N High St  
PO Box 14  
Baxter IA 50028  
United States  
641-227-2222  
sales@keltekinc.com

# Invoice

#6220  
INSTALLATION RECORD:  
UNINSTALL RECORD:

06/27/2022

## Bill To

James Olson  
Deadwood Police Department  
100 Sherman St  
Deadwood SD 57732  
United States

## Ship To

Deadwood Police Department  
100 Sherman St  
Deadwood SD 57732  
United States

## AMOUNT DUE

**\$35,090.44**

Terms	Due Date	PO #	Sales Rep	Customer No.	Primary Contact	Ship Method	Related #
Net 30	07/27/2022	Per James Olson	Ashley Schepler	3,163	James Olson	Bestway	Sales Order #3976 Estimate #1541

Item	Description	Quantity	MSRP	Discount	Unit Price	Amount
NASPO-SD	This quote is governed by the terms and conditions of NASPO Contract Master Agreement 165264	1	\$0.00	Base Price	\$0.00	\$0.00

Investigator James R Olson  
100 Sherman St. Deadwood, SD 57732  
Office: 605-578-2623  
Fax: 605-578-1095  
Email: jamesolson@cityofdeadwood.com

Quote: 10405473-T7G4Y9-0

CF-33RZ-0BVM	PUBLIC SECTOR SPECIFIC, WIN10 PRO, INTEL CORE I5-10310U 1.7GHZ (4.4GHZ), VPRO, 12.0" QHD GLOVED MULTI TOUCH+DIGITIZER, 16GB, 512GB OPAL SSD, INTEL WI-FI 6, BLUETOOTH, 4G LTE BAND 14 (EM7511), DGPS, DUAL PASS (CH1:WWAN/CH2:DGPS), INFRARED WEBCAM, 8MP REAR CAMERA, CONTACTLESS SMARTCARD, STANDARD BATTERIES (2), TPM 2.0, FLAT, CF-SVCPDEP3Y - TOUGHBOOK TOUGHPAD PREMIER DEPLOYMENT - INCLUDES IMAGING, CUSTOMER PORTAL ACCESS, MULTILLOCATION SHIPPING AND DISK IMAGE MANAGEMENT AT THE PANASONIC NATIONAL SERVICE CENTER (YEARS 1,2,3), FZ-SVC512SSD3Y - 512GB SSD - TOUGHPAD NO RETURN OF DEFECTIVE DRIVE (YEARS 1,2, 3), FZ-SVCTPNF3YR - PROTECTION PLUS WARRANTY - TABLET PC (YEARS 1, 2, 3), CF-SVCBIOS1 - NSC CUSTOM BIOS POST SALE ENTITLEMENT., CF-SVCADDP12B - ABSOLUTE RESILIENCE - 12 MONTH TERM - PANASONIC PS BUNDLE SLED CUSTOMER ONLY.	6	\$4,797.00	12%	\$4,221.36	\$25,328.16
CF-VST332U	CF-33 Rotating Hand Strap, *Not Compatible with Tablet Dock in using Long Life Bat*	6	\$99.00	11%	\$88.11	\$528.66
DS-PAN-1115-2	HAVIS CF-33 Standard version Laptop Vehicle Dock, Dual Pass, Power Supply, Protected Dock Head. NO HDMI or VGA connection.	6	\$1,608.07	35%	\$1,045.25	\$6,271.50



6220

1 of 2



# Invoice

205 N High St  
 PO Box 14  
 Baxter IA 50028  
 United States  
 641-227-2222  
 sales@keltekinc.com

#6220  
 INSTALLATION RECORD:  
 UNINSTALL RECORD:

06/27/2022

Item	Description	Quantity	MSRP	Discount	Unit Price	Amount
AI-2CLSFBL	PANASONIC : 2-IN-1 SINGLE CELL LTE GNSS SHARK FIN IP67 -BLACK	6	\$175.00	12%	\$154.00	\$924.00
C-MD-119	11" Slide Out Locking Swing Arm with Low Profile Motion adapter	6	\$340.55	35%	\$221.36	\$1,328.16
C-HDM-214	8.5" Side Mount Heavy Duty Telescoping Pole. Height 1 - 8.25" Height 2- 13.25"	6	\$128.70	35%	\$83.66	\$501.96

Subtotal	\$34,882.44
Tax (%)	\$0.00
Shipping Cost	\$208.00
Total	\$35,090.44
Payment/	-\$0.00
Credit Applied	
Amount Due	\$35,090.44

Return Policy: <https://www.keltekinc.com/return-policy/>  
 State Contracts: <https://www.keltekinc.com/state-contract/>  
 Service Rates: <https://www.keltekinc.com/service/>



6220



205 N High St  
PO Box 14  
Baxter IA 50028  
United States  
641-227-2222  
sales@keltekinc.com

# Invoice

#6728  
INSTALLATION RECORD:  
UNINSTALL RECORD:

09/07/2022

## Bill To

James Olson  
Deadwood Police Department  
100 Sherman St  
Deadwood SD 57732  
United States

## Ship To

Deadwood Police Department  
100 Sherman St  
Deadwood SD 57732  
United States

## AMOUNT DUE

**\$3,577.80**

Terms	Due Date	PO #	Sales Rep	Customer No.	Primary Contact	Ship Method	Related #
Net 30	10/07/2022	Per James Olson	Ashley Schepler	3,163	James Olson	Bestway	Sales Order #3976 Estimate #1541

Item	Description	Quantity	MSRP	Discount	Unit Price	Amount
	Investigator James R Olson 100 Sherman St. Deadwood, SD 57732 Office: 605-578-2623 Fax: 605-578-1095 Email: jamesolson@cityofdeadwood.com  Quote: 10405473-T7G4Y9-0					
CF-VEK333LMP	PREMIUM KEYBOARD FOR CF-33 Mk1, Mk2. NEW IMPROVED, 3X BRIGHTER OUT-OF-THE-BOX. EMISSIVE RED BACKLIT (4 LEVELS). HANDLE/ KICKSTAND - DISPLAY CAN BE OPENED TO ANY ANGLE. COMPATIBLE WITH TABLET, 33 LAPTOP VEHICLE DOCK, AND 33 DESKTOP DOCK. ETHERNET, SDXC (FULL-SIZE), HDMI, VGA, USB 2.0, USB 3.0 (2), SERIAL (USB), POWER, DOCKING CONNECTOR, KENSINGTON LOCK, TABLET RELEASE WITH LOCK/UNLOCK, LATCH ARM. FORWARD OR REVERSE-DOCKABLE TO CONVERTIBLE MODE	6	\$670.00	11%	\$596.30	\$3,577.80

Subtotal	\$3,577.80
Tax (%)	\$0.00
Shipping Cost	\$0.00
Total	\$3,577.80
Payment/	-\$0.00
Credit Applied	
Amount Due	\$3,577.80

Return Policy: <https://www.keltekinc.com/return-policy/>

State Contracts: <https://www.keltekinc.com/state-contract/>

Service Rates: <https://www.keltekinc.com/service/>



6728

1 of 1

Compliments of



Burnham & Pearl

City To remove concrete

Pour & Finish

Street Pavels

\$7,575<sup>00</sup>

Quote From  
Bill Schmidt

MID-AMERICAN RESEARCH CHEMICAL CORP.

2470 14TH AVENUE • COLUMBUS, NE 68601 • FAX (402) 563-1290 • 1-800-228-8508

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

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

**LESSOR:**

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

**Date of Master Lease Agreement:** As of \_\_\_\_\_, 20\_\_\_\_

**TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT**

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**LESSEE:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Form Master Lease: 9/29/20

