



City Commission Regular Meeting Agenda

Monday, March 01, 2021 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

Masks are required to be worn while in City Hall. No exceptions!

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 February 16, 2021 minutes

4. **Approve Bills**

[a.](#) Approval of Bill List for March 1, 2021

5. **Items from Citizens on Agenda**

6. **Consent Agenda**

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

- a. Permission to advertise for one Public Works Seasonal Technician position and four Public Works seasonal positions.
- b. Permission to purchase 5500 gallons of fuel from Southside Oil at \$2.26 per gallon.
- [c.](#) Permission to pay Blackstrap in the amount of \$3,798.75 for salt. (To be Paid from Streets Supplies Budget.)
- [d.](#) Permission to approve Safety Gear Policy as recommended by the Safety Committee.
- e. Permission to increase wage of Water & Wastewater Operator Steven Henderson from \$20.61 per hour to \$21.76 per hour (95% prevailing wage) effective March 3, 2021 after one year of service.
- [f.](#) Permission to pay 2021 Parking Lease with First Baptist Church in the amount of \$3,600.00.

- g. Permission to hire Madison Watts as a lifeguard at \$12.88 per hour effective March 3, 2021 pending pre-employment screening.
- h. Permission to hire Deborah McGinnis as a trolley driver at \$13.11 per hour effective March 8, 2021 pending pre-employment screening.
- i. Permission for Police Dept to apply for 2021 SD Highway Safety Grant in an amount of \$11,480.00. Funds will be used to promote public safety in the City of Deadwood.
- j. Set Local Review Board Meeting for Monday, March 15, 2021 at 9:00 a.m. and request permission to publish in official newspaper.
- k. Permission to order/purchase parts from Hometown Manufacturing in the amount of \$3,096.65 for repair of 2015 Trolley. (Labor costs will be to a different vendor. Both invoices will be reimbursed thru insurance claim, less deductible.)
- l. Make 2021 budgeted allocation to Twin City Clothing in the amount of \$2,500.00 from Bed and Booze Fund.
- m. Make 2021 budgeted allocation to Northern Hills Area CASA in the amount of \$3,500.00 from Bed and Booze Fund.
- n. Make 2021 budgeted allocation to Deadwood Lead Economic Development in the amount of \$48,000.00 from Bed and Booze Fund.

7. **Bid Items**

8. **Public Hearings**

- a. Set public hearing on March 15 for Retail (on-off sale) Malt Beverage and SD Farm Wine (RB-25694) transfer from TSG, LLC to Shelby Clarkson dba Pump House at 73 Sherman Street.
- b. Set public hearing on March 15 for Deadwood Live: open container in zone 3 from 6:00 until 10:00 on Saturday May 29 and Sunday May 30, street closure on Deadwood Street from 9:00 on Saturday, May 29 to 11:00 p.m. on Sunday, May 30
- c. Set public hearing on March 15 for Mickelson Trail Post Race Party at Outlaw Square: open container in zone 4 from 2:00 p.m. to 5:00 p.m. on Sunday, June 6, 2021
- d. Set public hearing on March 15 for All in One Motocross Event: open container from 4:00 p.m. to 10:00 p.m. on Saturday June 5
- e. Set public hearing on March 15 for Wild Bill Days Event: street closure Thursday, June 17 through Sunday, June 20, open container in zones 1 and 2 Thursday, June 17 and Friday, June 18 from 5:00 p.m. to 10:00 pm, and Saturday, June 19 from noon to 10:00 p.m., use of public property Friday, June 18 for Midnight Cowboy 5K, waiver of banner and vending fees Friday, June 18 and Saturday, June 19 for the following non-profits: Deadwood Chamber and Northern Hills Alliance for Children

9. **Old Business**

10. **New Business**

- a. First Reading of Ordinance #1322 Amending Business Improvement District No. 9
- b. Enter into contract with Albertson Engineering for professional design services for retaining walls and other structural engineering needs in an amount not to exceed \$70,000.00 to be paid from the budgeted 2021 HP Professional Services and Retaining Walls line items.
- c. Permission to sign Certificate of Incumbency and Authority document for Altec Capital for Altec Bucket Truck Model AT48-M. Approval of signature of this document allows the City and Altec Capital to advance to the next step which will be Permission to enter into Lease/Purchase agreement with Altec Capital.
- d. Permission to expend up to \$35,000.00 with KT Connections for technology upgrades to the City Commission room to better accommodate remote meetings.
- e. Review policy changes to Outlaw Squares Policies and Procedures Manual. 4. Venue Rental Policies, Section C: Rental General Information, 5. Venue Rental Areas and Fees, and 11. Emergency Procedures, Section B. First Aid. (Approval recommended by Event Committee on February 25, 2021.)

11. Informational Items and Items from Citizens

12. Executive Session

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

13. Adjournment

This will be a public Meeting conducted through Zoom. To participate, join Zoom Meeting by clicking the link below:

<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, FEBRARY 16, 2021

The Regular Session of the Deadwood City Commission convened on Monday, February 1, 2021 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners Michael Johnson, Sharon Martinisko, Charlie Struble and Gary Todd. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Struble moved, Todd seconded to approve the minutes of February 1, 2021. Roll Call: Aye-All. Motion carried.

APPROVAL OF DISBURSEMENTS

Martinisko moved, Johnson seconded to approve the February 16, 2021 disbursements. Roll Call: Aye-All. Motion carried.

A & B WELDING	SUPPLIES	6,186.37
A & I DISTRIBUTORS	SUPPLIES	72.23
ACE HARDWARE	SUPPLIES	181.61
ACE INDUSTRIAL SUPPLY	SUPPLIES	2,282.47
ALBERTSON ENGINEERING	PROJECT	14,151.95
AMAZON CAPITAL	SUPPLIES	139.60
AMAZON	SERVICE	232.07
AMERICAN LEGION EMBLEM	SUPPLIES	145.70
ARMOUR ROOFING	PROJECT	7,247.54
ATCO INTERNATIONAL	SUPPLIES	270.20
BADGER METER	SUPPLIES	48.36
BALCO UNIFORM	UNIFORMS	147.36
BDTAID	PROJECT	2,901.75
BH ENERGY	SERVICE	31,661.04
BH PIONEER	SERVICE	1,926.47
BLACKSTRAP	SUPPLIES	8,022.05
BUTLER MACHINERY	SUPPLIES	973.36
CHAINSAW CENTER	RENTAL	1,140.34
CODE WORKS	SERVICE	573.20
CREATIVE PRODUCT SOURCING	SUPPLIES	515.90
CULLIGAN	SUPPLIES	110.25
DAKOTA FLUID POWER	SUPPLIES	1,390.71
DVFD	REIMBURSEMENT	197.05
DRIVERS LICENSE GUIDE	SUPPLIES	108.50
EAGLE ENTERPRISES	SUPPLIES	3,414.76
FED EX	SHIPPING	15.73
FERBER ENGINEERING	SERVICE	600.00
FIB CREDIT CARDS	SUPPLEIS	2,511.42
GALLS	UNIFORMS	237.21
GAYLORD BROS	SUPPLIES	127.43
GOLDEN WEST	SERVICE	2,009.50
GRIMM'S PUMP	SUPPLIES	337.99
HAWKI, KEN	REIMBURSEMENT	43.69
HAWKINS	SUPPLIES	947.50
IDENTISYS	SUPPLIES	600.00
INLAND TRUCK PARTS	SUPPLIES	273.49
INTERSTATE BATTERY	SUPPLIES	61.80
IPS GROUP	SERVICE	391.01
KNECHT	SUPPLIES	390.19
KONE	SERVICE	502.76
LAWRENCE CO. REGISTER	SERVCE	30.00
LAWSON PRODUCTS	SUPPLIES	374.64
LEAD-DEADWOOD SANITARY	SERVICE	26,370.00
LYNN'S	SUPPLIES	77.26
M&M SANITATION	RENTAL	130.00
MS MAIL	SERVICE	1,199.98
MUTH ELECTRIC	SUPPLIES	928.06
NHS OF THE BLACK HILLS	CONTRACT	3,227.50
NORTHERN HILLS TECHNOLOGY	SERVICE	32.50
NORTHWEST PIPE FITTINGS	SUPPLIES	56.16
O'CONNOR COMPANY	SUPPLIES	174.16
OFFICE DEPOT	SUPPLIES	53.47
OVERDRIVE	SERVICE	1,500.00
QUILL	SUPPLIES	121.88
RAPID DELIVERY	SERVICE	34.50
RASMUSSEN MECHANICAL	PROJECT	1,559.67
ROBITAILLE, PAUL	REIMBURSEMENT	68.49
SANDER SANITATION	SERVICE	11,612.73
SCOTT PETERSON MOTORS	SUPPLIES	88.90
SD BUILDING OFFICIALS	SERVICE	187.00
SD COMMISSION ON GAMING	CITY SLOTS	29,829.55
SD DEPT. OF CORRECTIONS	FIREWISE	510.41
SD DEPT. OF MOTOR VEHICLES	SERVICE	21.20
SD DEPT. OF REVENUE	TAXES	3,135.99
SD HUMANITIES COUNCIL	SHIPPING	10.00
SD STATE HISTORICAL SOCIET	FUNDING	60,000.00
SERVALL	SUPPLIES	137.36
SJOMELING, DAN & SHAUNNA	PROJECT	14,827.47
SOUTHSIDE SERVICE	SERVICE	1,593.59
STARTZ & STARTZ LANDSCAPING	SERVICE	75.00
STURDEVANT'S	SUPPLIES	1,207.56
THE LORD'S CUPBOARD	RECYCLING	54.72
TOWEY DESIGN GROUP	PROJECT	2,393.36

REGULAR MEETING, FEBRARY 16, 2021

TRAILS WEST FINE ART	SERVICE	80.00
TRITECH SOFTWARE SYSTEMS	SERVICE	5,600.15
TTG ENTERPRISES	PROJECT	3,000.00
TWIN CITY HARDWARE	GRANT	183.96
VIEHAUSER ENTERPRISES	SERVICE	299.94
VIGILANT BUSINESS SOLUTION	SERVICE	468.00
WESTERN COMMUNICATIONS	SUPPLIES	724.30
WESTERN FIRST AID AND SAFE	SUPPLIES	216.42
		Total \$265,286.44

Officer of the Year

Police Chief Mertens presented Erik Jandt a plaque for being named 2020 Officer of the Year. Commission thanked him for his service. Jandt thanked the Commission and Police Department.

Years of Service

Mayor Ruth Jr. recognized former fire chiefs in attendance including: Jerry Pontius, Trent Mohr, Jeff Millard, Mike Klamm, Ken Hawki, Bill Glover, and Jason Rakow for a total of 260 years of service to the community. Former Fire Chief Glover presented certificate to Jason Rakow for 10 years of service as a volunteer firefighter. Commission thanked him for his years of service.

PBR Presentation

Adam Libby with Libby Productions stated Deadwood PBR won event of the year for 2020 throughout the nation. Libby thanked City of Deadwood and sponsors. Libby presented a plaque to the City of Deadwood. Mayor Ruth Jr. thanked and congratulated Libby. Ruth Jr. said this award doesn't happen on its own, it happens with all the hard work that Libby Productions in conjunction with city crews.

CONSENT

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

- A. Add Cassidy Lemons to Volunteer Fire Department Roster for workers compensation purposes effective January 6, 2021
- B. Permission for Mayor to sign contract with Don Toms for the Ledger Indexing Project in an amount not to exceed \$8,000.00. (Approved February 1, 2021)
- C. Permission for Mayor to sign contract with Jaci Pearson for oral histories, focusing on subject related to the history of Deadwood not to exceed \$6,750.00.
- D. Permission to advertise for 2021 seasonal employees for Mt. Moriah Cemetery Ticket Booth Attendants.
- E. Acknowledge the 2020 annual payment to the State Historic Preservation Office for timely and expedited review of projects per contract in the amount of \$60,000.00. (2020 budgeted item)
- F. Approve Convention Center (on-sale) Liquor (CL-15404), Package (off sale) Liquor (PL-4522) and Retail (on-off sale) Wine (RW-6401) for Deadwood Gulch Resort at 304 Cliff Street. Transfer was approved November 2, 2020.
- G. Permission to pay Metering & Technology Solutions in the amount of \$6,791.97. (To be paid from Water Supplies Budget.)
- H. Approve changes to Employee Policy; Sections 5.2 and 5.10 and 7.3.2
- I. Permission to purchase 2500 gallons of #1 diesel fuel at \$2.29 per gallon from Southside Oil.
- J. Permission for Mayor to sign contract with Quinns Landscaping and Excavating for Whitewood Creek Phase #5.
- K. Permission to hire Allison Mollman as a lifeguard effective February 22, 2021 at \$12.88 per hour pending pre-employment screening
- L. Permission to hire Rasmussen Mechanical for emergency repairs to the Welcome Center boiler system in an amount not to exceed \$8,851.00. Two quotes received. To be paid from Public Buildings repair budget.

REGULAR MEETING, FEBRARY 16, 2021**BID ITEMS****Set**

Nelson Jr. spoke about the project. Martinisko moved, Struble seconded to advertise for bids for Rodeo Grounds Neighborhood Mill and Overlay Project and set bid opening for March 9, 2021 at 2:00 p.m. with results to City Commission On March 15, 2021. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS**License**

Public Hearing was opened at 5:13 p.m. by Mayor Ruth Jr. Planning and Zoning Administrator Russell stated Planning and Zoning received preliminary plans which building inspector Mohr was able to investigate which determined there would be thirty (30) rooms and convention center space. Historic Preservation Officer Kuchenbecker stated consultation was had between Architect and State Historic Preservation Office, and state law and codified ordinances require this type of license to meet the Secretary of Interior Standards for rehabilitation. Mayor Ruth Jr. stated this evening city would reserve this license with the understanding the first half of the payment would be deposited now and the seconded half of payment would be deposited when the Certificate of Occupancy is issued by the City. Commissioner Martinisko stated for clarification, criteria will be met prior to Certificate of Occupancy. Kuchenbecker stated the applicant must meet the Secretary of Interior Standards for the exterior through the Historic Preservation Commission then the State would certify the inside of building to meet the Interior Standards as codified in C.F.R. 67. Finance Officer McKeown stated finance office would need an updated application and check. Commissioner Todd asked if a timeframe of completion has been given. Brad Burns, Chamberlain Architects, stated the plan was to have design completed in May and start construction in June with completion by Thanksgiving. Hearing closed. Martinisko moved, Johnson seconded to approve reserving convention facility on-sale liquor license for Keating Acquisitions, LLC for the historic rehabilitation pursuant to Deadwood Codified Ordinance 5.04 and South Dakota Codified Law 35.4 with the following stipulations:

- Completion of thirty (30) rooms suitable for lodging accommodations;
- Completion of a convention facility with seating for at least one-hundred fifty (150) persons;
- Certified rehabilitation by the State Historic Preservation Office according the US. Department of the Interior standards as codified in C.F.R. 67;
- A Certificate of Appropriateness issued by the Historic Preservation Commission for exterior work following the guidelines and ordinances adopted by the City of Deadwood; and
- A certificate of occupancy for said lodging accommodations and convention facility by the building inspector.

At which time the license may be issued to Keating Acquisitions, LLC. Burns questioned if there is an actual certification by State Historic Preservation Office. He stated there were some questions concerning whether they should be reviewing interior work for a liquor license. Kuchenbecker stated the State Historic Preservation Office would approve plans for meeting the interior standards as codified in C.F.R. 67. Roll Call: Aye-All. Motion carried.

Wednesday Night Concert

Public Hearing was opened at 5:23 p.m. by Mayor Ruth Jr. Bobby Rock, Deadwood Chamber was available to answer questions. Hearing closed.

Martinisko moved, Todd seconded to allow the relaxation of the open container ordinance on Main Street from the Tin Lizzie Gaming Resort to Masonic Temple, Broadway Street from Wall to Shine, Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street and Lee Street from Pioneer Way to 83 Sherman Street from 6:30 p.m. to 10:00 p.m. on Wednesday, May 26, 2021. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to allow the relaxation of the open container ordinance on Wednesday, June 2, 2021 from 6:30 p.m. to 10:00 p.m. for same area as approved on May 26. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, FEBRARY 16, 2021

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance on Wednesday, June 9, 2021 from 6:30 p.m. to 10:00 p.m. for same area as approved on May 26.
Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to allow the relaxation of the open container ordinance on Wednesday, June 16, 2021 from 6:30 p.m. to 10:00 p.m. for same area as approved on May 26.
Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance on Wednesday, June 23, 2021 from 6:30 p.m. to 10:00 p.m. for same area as approved on May 26.
Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to allow the relaxation of the open container ordinance on Wednesday, June 30, 2021 from 6:30 p.m. to 10:00 p.m. for same area as approved on May 26.
Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance on Wednesday, July 7, 2021 from 6:30 p.m. to 10:00 p.m. for same area as approved on May 26.
Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to allow the relaxation of the open container ordinance on Wednesday, July 14, 2021 from 6:30 p.m. to 10:00 p.m. for same area as approved on May 26.
Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance on Wednesday, July 21, 2021 from 6:30 p.m. to 10:00 p.m. for same area as approved on May 26.
Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to allow the relaxation of the open container ordinance on Wednesday, July 28 2021 from 6:30 p.m. to 10:00 p.m. for same area as approved on May 26.
Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to allow the relaxation of the open container ordinance on Wednesday, August 4, 2021 from 6:30 p.m. to 10:00 p.m. for same area as approved on May 26.
Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to allow the relaxation of the open container ordinance on Wednesday, August 18, 2021 from 6:30 p.m. to 10:00 p.m. for same area as approved on May 26. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to allow the relaxation of the open container ordinance on Wednesday, September 1, 2021 from 6:30 p.m. to 10:00 p.m. for same area as approved on May 26. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to approve Street Closure on Deadwood Street from Main Street to Pioneer Way from 6:30 p.m. to 11:00 p.m. on the following Wednesdays: May 26, June 2, June 9, June 16, June 23, June 30, July 7, July 14, July 21, July 28, August 4, August 18, and September 1, 2021. Roll Call: Aye-All. Motion carried.

Shrine Circus

Public Hearing was opened at 5:33 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed.

Todd moved, Struble seconded to waive user fees for Event Complex for the NAJA Shrine Circus event on Saturday, June 26, 2021. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, FEBRARY 16, 2021

NEW BUSINESS

Hiring

Kuchenbecker spoke about the contract. Martinisko asked about issues with noise complaints. Kuchenbecker has not heard of any complaints received. Martinisko moved, Johnson seconded to hire Donarski Lawncare and Landscaping to provide landscape maintenance for Mt. Moriah and St. Ambrose cemeteries in an amount of \$30.00 per hour per person for two (2) hours daily to be paid from the budgeted Historic Cemeteries Professional Services line item and allow Mayor to sign attached contract. Roll Call: Aye-All. Motion carried.

Second Reading

Martinisko moved, Struble seconded to approve second reading of Ordinance #1321, Amending Chapter 10.12.046, Restrictions on parking for snow removal and street cleaning Roll Call: Aye-All. Motion carried.

Donations

McKeown spoke about the parking donations collected from November 25th through December 26th which totaled \$17,795.00 and allocation of disbursement of funds. Ruth Jr. thanked everyone for their involvement not just city staff but visitors and employees of Deadwood, thank them for their contributions knowing this money was going to charities in Deadwood area. Martinisko moved, Todd seconded to approve allocations for funds collected from Holiday Parking Donation Fund in the amount of \$17,795.00. Roll Call: Aye-All. Motion carried.

Black Hills Auxiliary Post 5969 - \$ 1000.00	Deadwood History - \$1,000.00
Digger Track and Field Team \$ 500.00	DL Swim Team \$ 1,000.00
Feeding Deadwood - \$5,045.00	LD Clothe-A-Kid - \$1,000.00
LDHS Class of 2024 - \$500.00	LD Lions Club - \$1,000.00
LDHS Post Class of 2022 -\$500.00	LD Youth Football & Cheer Team - \$500.00
Northern Hills Alliance for Children - \$1,500.00	PEO - \$500.00
SD Kids Belong - \$500.00	Twin City Animal Shelter - \$750.00
Twin City Clothing Center - \$1,000.00	Twin City Senior Center - \$1,500.00

Hire

Nelson Jr. spoke about the project. Martinisko moved, Struble seconded to hire Straight Line Striping to paint all curbs and crosswalks from Highway 14A/85 going south to the Intersection of Sherman and Charles Street in the amount of \$3,943.44. To be paid from Streets Professional Services Budgeted. Roll Call: Aye-All. Motion carried.

First Reading

McKeown spoke about the change to BID #9 to include Midnight Star. Martinisko moved, Struble seconded to approve First Reading of Amended Ordinance #1317 Amending Business Improvement District No. 9. Roll Call: Aye-All. Motion carried.

Pay

Nelson Jr. spoke about the purchase and reimbursement. Struble moved, Todd seconded to pay Metering & Technology Solutions in the amount of \$4,721.00 for the water meter for Four Points Hotel. (To be paid from Water Supplies Budget and reimbursed by Deadwood Hotels LLC) Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. A special meeting of the City Commission, Planning & Zoning Commission and Historic Preservation Commission is scheduled for Wednesday, February 24, 2021 at 4:00 p.m. to review the current status of the Main Street Master Plan with the Design Team of Winter & Co.

David Thompson, resident, presented the Commission with a layout of property that himself and Rick Conrad own and would offer to City for potential parking. Thompson explained the boundaries. Mayor Ruth Jr. thanked him for coming and to visit with Planning and Zoning moving forward.

REGULAR MEETING, FEBRARY 16, 2021

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

ADJOURNMENT

Struble moved, Todd seconded to adjourn the regular session at 5:56 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) with possible action. The next regular meeting will be on Monday, March 2, 2021.

After coming out of executive session at 6:10 p.m., Martinisko moved, Struble seconded to adjourn.

ATTEST: DATE: _____

Jessica McKeown, Finance Officer BY: _____
David Ruth Jr., Mayor

Published once at the total approximate cost of _____

PACKET: 05320 COMBINED - 03-02-21

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 111 COMMISSION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1682	BLACK HILLS COUNCIL OF					
	I-434	101-4111-422	PROFESSIONAL	2021 CITY OF DEADWOOD DUES	000000	1,565.00
			DEPARTMENT 111	COMMISSION	TOTAL:	1,565.00
01-2394	GUNDERSON, PALMER, NELS					
	I-106336	101-4141-422	PROFESSIONAL	LEGAL SERVICES	000000	1,230.00
			DEPARTMENT 141	ATTORNEY	TOTAL:	1,230.00
01-0125	CNA SURETY					
	I-15283928N - 2021	101-4142-422	PROFESSIONAL	NOTARY BOND RENEWAL - JKP	000000	50.00
01-0433	WELLMARK BLUE CROSS BLU					
	I-03012021	101-4142-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	3,328.46
01-1171	A & B BUSINESS SOLUTION					
	I-IN810471	101-4142-422	PROFESSIONAL	COPIER CONTRACT - FINANCE	000000	102.14
01-3877	MUTUAL OF OMAHA					
	I-001177591472	101-4142-415	GROUP INSURAN	LIFE INSURANCE	000000	16.06
			DEPARTMENT 142	FINANCE	TOTAL:	3,496.66
01-0127	TURBIVILLE INDUSTRIAL E					
	I-50973	101-4192-425-01	REPAIRS - ADA	REPAIR MOTOR LABOR/AD HOUSE	000000	90.00
	I-50974	101-4192-425-01	REPAIRS - ADA	1/3 HP CENT MOTOR #GF2034/AD H	000000	127.53
01-0433	WELLMARK BLUE CROSS BLU					
	I-03012021	101-4192-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	4,042.33
01-0436	BLACK HILLS WINDOW CLEA					
	I-91962	101-4192-422-04	PROFESSIONAL	DEC 23 WINDOW CLEANING/CITY HA	000000	509.00
01-0551	MENARD'S					
	I-91546	101-4192-425-09	REPAIRS - HAR	32W 4100K T8-60W3K LED/HARCC	000000	258.87
01-0553	MONTANA DAKOTA UTILITIE					
	I-NAT GAS 02/22/21	101-4192-428-17	UTILITIES - D	GAYVILLE 170 BLACKTAIL	000000	41.96
	I-NAT GAS 02/22/21	101-4192-428	UTILITIES	PERMANENT METER LOCATION	000000	618.78
	I-NAT GAS 02/22/21	101-4192-428-01	UTILITIES - A	ADAMS HOUSE	000000	545.88
	I-NAT GAS 02/22/21	101-4192-428-02	UTILITIES - A	ADAMS MUSEUM	000000	385.28
	I-NAT GAS 02/22/21	101-4192-428-04	UTILITIES - C	CITY HALL	000000	783.49
	I-NAT GAS 02/22/21	101-4192-428-07	UTILITIES - F	FIRE HALL	000000	652.66
	I-NAT GAS 02/22/21	101-4192-428-08	UTILITIES - H	HISTORY CENTER	000000	307.38
	I-NAT GAS 02/22/21	101-4192-428-09	UTILITIES - H	HARCC	000000	476.60

PACKET: 05320 COMBINED - 03-02-21

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0553	MONTANA DAKOTA UTILITIE	continued				
	I-NAT GAS 02/22/21	101-4192-428-10	UTILITIES - L LIBRARY	000000	470.14	
	I-NAT GAS 02/22/21	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	285.95	
	I-NAT GAS 02/22/21	101-4192-428-13	UTILITIES - R RECREATION CENTER	000000	4,397.01	
	I-NAT GAS 02/22/21	101-4192-428-14	UTILITIES - S CITY SHOP PUBLIC WORKS	000000	821.65	
	I-NAT GAS 02/22/21	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	331.04	
	I-NAT GAS 02/22/21	101-4192-428-19	UTILITIES - G PLUMA PARK 418 CLIFF ST	000000	83.95	
	I-NAT GAS 02/22/21	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	948.31	
	I-NAT GAS 02/22/21	101-4192-428-24	UTILITIES - O 703 MAIN OUTLAW SQUARE	000000	658.80	
01-0578	TWIN CITY HARDWARE & LU					
	C-2102-117248	101-4192-425-04	REPAIRS - CIT POLY SPRAYER RETURN/CITY HALL	000000	22.99-	
	C-2102-119451	101-4192-425-10	REPAIRS - LIB DUO MINI TOWR CIRCULATOR/LIBRA	000000	41.99-	
	I-2101-116277	101-4192-425-04	REPAIRS - CIT PAINT-CLIP-BRUSH-REMOVE/CITY H	000000	45.73	
	I-2101-116354	101-4192-425-04	REPAIRS - CIT FURNITURE NAILS/CITY HALL	000000	2.19	
	I-2101-116371	101-4192-425-04	REPAIRS - CIT COPPER PIPE/CITY HALL	000000	29.99	
	I-2101-116421	101-4192-425-04	REPAIRS - CIT ACRYLIC CAULK-COMPOUND/CITY HA	000000	21.97	
	I-2101-116440	101-4192-425-04	REPAIRS - CIT FLAT BL SPRAY PAINT-THINNER/CI	000000	11.48	
	I-2101-116486	101-4192-425-04	REPAIRS - CIT 1" CXCXC TEE/CITY HALL	000000	16.99	
	I-2101-116514	101-4192-425-04	REPAIRS - CIT 8 AMP BATTERY-SPRAYER-SHARP/CI	000000	83.46	
	I-2101-116586	101-4192-425-04	REPAIRS - CIT SEAT-MASK TAPE-REMOVER/CITY HA	000000	81.45	
	I-2101-116612	101-4192-426	SUPPLIES DUSTER REFILL-FASTENERS/PB	000000	29.97	
	I-2101-116702	101-4192-425-06	REPAIRS - DAY ALKALINE BATTERY/GRANDSTAND	000000	9.99	
	I-2101-116769	101-4192-425-17	REPAIRS-DAYS ZIP ANCR SET-FL WASHER/DAYS MU	000000	23.48	
	I-2102-117068	101-4192-425-04	REPAIRS - CIT PASTEL BASE PAINT/CITY HALL	000000	41.99	
	I-2102-117226	101-4192-425-10	REPAIRS - LIB RDC WASHER/BL OXIDE BIT SET/LI	000000	30.15	
	I-2102-117256	101-4192-425-24	REPAIRS - OUT PUSHBTN-BOLT LATCH-PADLOCK/OSQ	000000	35.97	
	I-2102-117395	101-4192-425-10	REPAIRS - LIB LEG TIP-CUTTER-FELT BLANKET/LI	000000	43.47	
	I-2102-117399	101-4192-425-17	REPAIRS-DAYS PEEN-EXTR-ENGINEER HAMMER/DAYS	000000	73.97	
	I-2102-117440	101-4192-425-10	REPAIRS - LIB STAIN-SEALANT-FOAM BRSH/LIBRAR	000000	50.92	
	I-2102-117474	101-4192-425-06	REPAIRS - DAY LEADR HOSE-SWIVEL-HOSE/GRANDST	000000	145.96	
	I-2102-117527	101-4192-425-06	REPAIRS - DAY 4X8X1/2 CDC/GRANDSTANDS	000000	41.99	
	I-2102-117546	101-4192-425-04	REPAIRS - CIT SPRAY BOTTLE-FASTENERS/CITY HA	000000	5.98	
	I-2102-117731	101-4192-425-10	REPAIRS - LIB DISC-DEGLOSS-CLAMP-TAPE/LIBRAR	000000	209.89	
	I-2102-117929	101-4192-425-13	REPAIRS - REC MOUSETRAP-SHOWERHEAD/REC	000000	33.98	
	I-2102-117961	101-4192-425-09	REPAIRS - HAR DIFFUSER-SWEEP-TRIM/HARCC	000000	48.96	
	I-2102-118068	101-4192-425-10	REPAIRS - LIB PINE-PRIMER-SAND DISC/LIBRARY	000000	21.97	
	I-2102-118370	101-4192-425-04	REPAIRS - CIT DBL CLOTHES HOOK/CITY HALL	000000	6.99	
	I-2102-118394	101-4192-425-04	REPAIRS - CIT SCREW EYE-POLY CASTER/CITY HAL	000000	43.94	
	I-2102-118398	101-4192-425-24	REPAIRS - OUT 4" KICKDOWN DOOR STOP/OSQ	000000	8.99	
	I-2102-118414	101-4192-426	SUPPLIES (10) SCOTCH BRITE PACK/PUB BLD	000000	19.90	
	I-2102-118553	101-4192-425-04	REPAIRS - CIT GLUE-WOOD FILLER-SHOP TOWEL/CI	000000	25.47	
	I-2102-118562	101-4192-425-14	REPAIRS - STR (8) ECO BULBS/STREETS	000000	103.92	
	I-2102-119054	101-4192-425-10	REPAIRS - LIB (4) 2X4X8/HARDWOOD DOWEL/LIBRA	000000	31.65	
	I-2102-119139	101-4192-425-09	REPAIRS - HAR (2) SLA 6V 4.5 AMP BATTERY/HAR	000000	23.98	
	I-2102-119211	101-4192-425-10	REPAIRS - LIB CHIP BRUSH-STRYP REMOVER/LIBRA	000000	33.36	
	I-2102-119293	101-4192-425-04	REPAIRS - CIT SATIN SPRAY FINISH/CITY HALL	000000	4.99	
	I-2102-119367	101-4192-426	SUPPLIES AA PROPACK-MOP STICK/PUB BLDGS	000000	59.97	
	I-2102-119387	101-4192-425-04	REPAIRS - CIT BLACK OXIDE BIT/CITY HALL	000000	9.99	

PACKET: 05320 COMBINED - 03-02-21

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-2102-119440	101-4192-425-10	REPAIRS - LIB SAND BAND-CUTTER-WHEEL/LIBR	000000	74.45
		I-2102-119441	101-4192-425-10	REPAIRS - LIB CARP PENCIL-EDGE FIND-LEVEL/LI	000000	48.96
		I-2102-119455	101-4192-425-10	REPAIRS - LIB PAIL LINERS-BRUSH-HEATER/LIBR	000000	48.95
		I-2102-119472	101-4192-425-10	REPAIRS - LIB POLY BRUSH-HANG STRIP/LIBRARY	000000	6.48
		I-2102-119561	101-4192-425-14	REPAIRS - STR (4) ETKO LED 18W T8F/STREETS	000000	47.96
		I-2102-119846	101-4192-425-04	REPAIRS - CIT CLAMP-BRAIDED TUBE/CITY HAL	000000	9.74
		I-2102-119915	101-4192-425-04	REPAIRS - CIT SLOAN INSIDE COVER/CITY HALL	000000	23.98
		I-2102-119918	101-4192-425-10	REPAIRS - LIB INDOOR CARPET TAPE/LIBRARY	000000	5.49
		I-2102-120129	101-4192-425-10	REPAIRS - LIB PUSH CAP/LIBRARY	000000	18.98
01-0682	PITNEY BOWES INC					
		I-022221	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	500.00
01-1230	INTERSTATE ALL BATTERY					
		I-1901002016897	101-4192-425-09	REPAIRS - HAR 6V 187 FASTON-DEEP CYCLE INS/H	000000	305.30
		I-1901002016990	101-4192-425-17	REPAIRS-DAYS 6V 4AH-10AH SLA 187 FASTON/DAY	000000	452.15
01-1370	TEMPERATURE TECHNOLOGY,					
		I-24566	101-4192-425-17	REPAIRS-DAYS PROGRAMMING/DAYS MUSEUM	000000	270.00
		I-24566	101-4192-425-24	REPAIRS - OUT STALLATION/OUTLAW SQUARE	000000	405.00
		I-24566	101-4192-425	REPAIRS MILEAGE FOR WORK AT DAYS-OSQ	000000	87.58
01-1406	STRETCH'S GLASS & CUSTO					
		I-I028375	101-4192-425-06	REPAIRS - DAY 8"X16" 1/16" CLEAR GLASS/GRAND	000000	81.90
01-1483	KNECHT HOME CENTER					
		I-5844227	101-4192-425-04	REPAIRS - CIT JOINER KIT PLATE DEWALT/CITY H	000000	405.44
		I-5881698	101-4192-425-24	REPAIRS - OUT PINE STOP-VECTOR SNGL HUNG/OSQ	000000	149.60
01-1502	BLACK HILLS CHEMICAL					
		I-193079	101-4192-426	SUPPLIES GLOVE-BODY SHAMPOO-TOWEL/PB	000000	436.90
		I-193577	101-4192-426	SUPPLIES GL CLNR-TOWEL-TP-GARB BAGS/PB	000000	171.40
01-1558	ECOLAB PEST ELIMINATION					
		I-1259893	101-4192-426	SUPPLIES (4) STEALTH MAXIMA GLUEBORD/PB	000000	212.24
01-1626	SERVALL UNIFORM AND LIN					
		I-SERVALL 02/04/21	101-4192-426-04	SUPPLIES - CI CITY HALL - 0443818	000000	194.35
		I-SERVALL 02/04/21	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0443821	000000	66.26
		I-SERVALL 02/04/21	101-4192-426-08	SUPPLIES - HI HISTORY / 0443817	000000	104.61
		I-SERVALL 02/04/21	101-4192-426-10	SUPPLIES - LI LIBRARY /	000000	0.00
		I-SERVALL 02/04/21	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0443814	000000	47.15
		I-SERVALL 02/04/21	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0443815	000000	151.41
		I-SERVALL 02/16/21	101-4192-426-04	SUPPLIES - CI CITY HALL - 0448191	000000	194.35
		I-SERVALL 02/16/21	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0448196	000000	66.26
		I-SERVALL 02/16/21	101-4192-426-08	SUPPLIES - HI HISTORY / 0448190	000000	104.61
		I-SERVALL 02/16/21	101-4192-426-10	SUPPLIES - LI LIBRARY /0448192	000000	34.96
		I-SERVALL 02/16/21	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0448186	000000	47.15

PACKET: 05320 COMBINED - 03-02-21
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 192 PUBLIC BUILDINGS
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1626	SERVALL UNIFORM AND LIN	continued				
	I-SERVALL 02/16/21	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0448187		000000	151.41
01-3506	ALSCO					
	I-LCAS1389159	101-4192-426-21	SUPPLIES - WE MATS/REC CENTER		000000	52.34
	I-LCAS1391699	101-4192-426-21	SUPPLIES - WE MATS/WELCOME CENTER		000000	52.34
01-3838	VAST BROADBAND					
	I-TELEPHONE 02/26/21	101-4192-428	UTILITIES	PARKING RAMP	000000	142.99
	I-TELEPHONE 02/26/21	101-4192-428-22	UTILITIES - M	MM TICKET BOOTH 6501	000000	125.60
	I-TELEPHONE 02/26/21	101-4192-428-22	UTILITIES - M	MM SECURITY ALARM 5801	000000	40.87
	I-TELEPHONE 02/26/21	101-4192-428-22	UTILITIES - M	MM GIFT SHOP 7801	000000	0.00
	I-TELEPHONE 02/26/21	101-4192-428-04	UTILITIES - C	CITY HALL INTERNET	000000	240.50
	I-TELEPHONE 02/26/21	101-4192-428-04	UTILITIES - C	CITY HALL TELEPHONE	000000	1,341.03
	I-TELEPHONE 02/26/21	101-4192-428-07	UTILITIES - F	FIRE HALL	000000	283.61
	I-TELEPHONE 02/26/21	101-4192-428-08	UTILITIES - H	HISTORY CENTER	000000	228.33
	I-TELEPHONE 02/26/21	101-4192-428-10	UTILITIES - L	LIBRARY	000000	254.29
	I-TELEPHONE 02/26/21	101-4192-428-13	UTILITIES - R	REC CENTER TELEPHONE	000000	269.36
	I-TELEPHONE 02/26/21	101-4192-428-13	UTILITIES - R	REC CENTER INTERNET	000000	90.00
	I-TELEPHONE 02/26/21	101-4192-428-14	UTILITIES - S	STREET SHOP	000000	45.70
	I-TELEPHONE 02/26/21	101-4192-428-17	UTILITIES - D	DAYS OF '76 MUSEUM	000000	138.27
	I-TELEPHONE 02/26/21	101-4192-428-19	UTILITIES - G	GATEWAY VISITORS CENTER	000000	0.00
	I-TELEPHONE 02/26/21	101-4192-428-19	UTILITIES - G	GATEWAY VISITORS CENTER	000000	0.00
	I-TELEPHONE 02/26/21	101-4192-428-19	UTILITIES - G	132.24	000000	0.00
01-3877	MUTUAL OF OMAHA					
	I-001177591472	101-4192-415	GROUP INSURAN	LIFE INSURANCE	000000	22.28
01-3977	ACE HARDWARE OF LEAD					
	I-019851	101-4192-425-09	REPAIRS - HAR	REGISTER WALL WHT 10X4"/HARCC	000000	23.98
01-4765	AUCA WESTERN FIRST AID					
	I-RAP2-000341	101-4192-426-04	SUPPLIES - CI	TABLETS-CREAM-OINTMENT/CITY	000000	62.04
					DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL: 26,625.23
01-0433	WELLMARK BLUE CROSS BLU					
	I-03012021	101-4210-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	20,261.55
01-0578	TWIN CITY HARDWARE & LU					
	I-2102-118258	101-4210-425	REPAIRS	LITHIUM BATTERIES - POLICE	000000	11.99
01-0804	SCOTT PETERSON MOTORS					
	I-20941	101-4210-425	REPAIRS	REPAIRED COOLANT LEAK - POLICE	000000	1,036.58
01-1652	BLOOMERS FLOWERS & GIFT					
	I-36206	101-4210-426	SUPPLIES	PLANT - POLICE	000000	37.22

PACKET: 05320 COMBINED - 03-02-21

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1740	STREICHER'S					
		I-i1483574	101-4210-426	SUPPLIES 3 HOLSTERS, GUARD - POLICE	000000	1,238.85
		I-i1483874	101-4210-426	SUPPLIES HOLSTER - POLICE	000000	288.00
01-2285	RUSHMORE COMMUNICATIONS					
		I-0015146-IN	101-4210-434	MACHINERY/EQU BATTERY - POLICE	000000	493.50
01-2362	OLSON, JAMES RICHARD					
		I-012221	101-4210-434	MACHINERY/EQU REIMBS.- ADAPTER - POLICE	000000	191.64
01-3877	MUTUAL OF OMAHA					
		I-001177591472	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	74.25
01-4693	CURTIS BLUE LINE					
		I-INV463281	101-4210-426	SUPPLIES VEST, POUCHES, PATCHES - POLICE	000000	461.50
01-4790	BELL, DYLAN					
		I-021921	101-4210-427	TRAVEL FUEL EXPENSE-TRAVEL/TRAINING	000000	102.07
				DEPARTMENT 210 POLICE	TOTAL:	24,197.15
01-0433	WELLMARK BLUE CROSS BLU					
		I-03012021	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,142.63
01-0578	TWIN CITY HARDWARE & LU					
		I-2101-116271	101-4221-426	SUPPLIES ALKLINE&CAMERA BATTERIES/FIRE	000000	131.87
		I-2102-117963	101-4221-425	REPAIRS BALL VALVE, FASTENERS - FIRE	000000	18.27
		I-2102-118544	101-4221-426	SUPPLIES SAND BELT, ADHESIVE - FIRE DPT	000000	22.97
		I-2102-119262	101-4221-426	SUPPLIES INK CARTRIDGES - FIRE DEPT	000000	87.98
		I-2102-119544	101-4221-426	SUPPLIES LOCK NUTS,CAP SCREWS- FIRE DPT	000000	25.48
		I-2102-119865	101-4221-425	REPAIRS CPLING, 2 SAWS - FIRE DEPT	000000	34.47
01-1171	A & B BUSINESS SOLUTION					
		I-IN809585	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	63.02
01-1410	WESTERN COMMUNICATIONS,					
		I-14812	101-4221-425	REPAIRS DAV CLARK BOX FOR LADDER/FIRE	000000	107.00
01-2594	DEADWOOD FIRE DEPARTMEN					
		I-021621	101-4221-422	PROFESSIONAL REIMBSMT- LONGEVITY AWARD/ADDI	000000	125.00
01-3877	MUTUAL OF OMAHA					
		I-001177591472	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	3.22
				DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL:		1,761.91
01-0433	WELLMARK BLUE CROSS BLU					

PACKET: 05320 COMBINED - 03-02-21
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 232 BUILDING INSPECTION
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	continued				
		I-03012021	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,057.96
01-1003	VERIZON WIRELESS					
		I-9873094887	101-4232-422	PROFESSIONAL CELLPHONE SERVICES/BLDG INSP	000000	26.97
01-3877	MUTUAL OF OMAHA					
		I-001177591472	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	4.93
				DEPARTMENT 232 BUILDING INSPECTION	TOTAL:	1,089.86
01-0433	WELLMARK BLUE CROSS BLU					
		I-03012021	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	7,251.55
01-0561	SOUTH DAKOTA 811					
		I-SD21-00042	101-4310-422	PROFESSIONAL JAN LOCATE FAX-MSG FEES/STREET	000000	2.24
01-0575	SOUTHSIDE OIL					
		I-095734	101-4310-426	SUPPLIES (2510) GALS DIESEL/STREETS	000000	5,747.90
01-0578	TWIN CITY HARDWARE & LU					
		I-2101-116416	101-4310-426	SUPPLIES JOINT PLIERS-NET BUILDERS/STRT	000000	19.99
		I-2101-116620	101-4310-426	SUPPLIES (3) BAGS SOFTENER SALT/STRTS	000000	19.47
		I-2102-117041	101-4310-426	SUPPLIES AT A GLANCE PLANNER/STREETS	000000	39.99
		I-2102-119295	101-4310-426	SUPPLIES FASTENRES/STREETS	000000	22.38
01-0782	JACOBS PRECISION WELDIN					
		I-27755	101-4310-425	REPAIRS SANDBLST-PRIME-PAINT BOX/STRTS	000000	2,500.00
		I-27756	101-4310-425	REPAIRS EXTEND-PRINE-PAINT RACK/STRTS	000000	1,275.73
		I-27765	101-4310-426	SUPPLIES 1/2" X 3" FLAT BAR X 4'/STREET	000000	14.00
		I-27776	101-4310-426	SUPPLIES 1" SCH 40 PIPE-FLAT BAR 6'/STR	000000	13.51
01-0838	BLACK HILLS TRUCK & TRA					
		I-BH29162	101-4310-426	SUPPLIES FORD FENDER SKIRT/STREETS	000000	318.04
01-1003	VERIZON WIRELESS					
		I-9873094887	101-4310-422	PROFESSIONAL ONCALL CELLPHONE SRVCS/STRTS	000000	24.86
01-1171	A & B BUSINESS SOLUTION					
		I-IN809588	101-4310-426	SUPPLIES BASE CONTRACT RATE/STREETS	000000	72.82
01-1288	ACE INDUSTRIAL SUPPLY,					
		I-1946868	101-4310-426	SUPPLIES CUT OFF WHEEL-DELINE-CONES/STR	000000	2,454.00
01-1374	BUTLER MACHINERY COMPAN					
		I-06PS0597400	101-4310-426	SUPPLIES BOLT-CUTTING EDGE/STREETS	000000	815.96
		I-06PS0597597	101-4310-426	SUPPLIES (20) BOLTS/STREETS	000000	58.60
		I-06PS0598484	101-4310-426	SUPPLIES (2) BELTS/STREETS	000000	171.40

PACKET: 05320 COMBINED - 03-02-21

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1406	STRETCH'S GLASS & CUSTO					
		I-I028374	101-4310-426	SUPPLIES AIRLIFT/STREETS	000000	149.00
01-1498	A & J SUPPLY					
		I-1089	101-4310-426	SUPPLIES HEAD GEAR-WELDING GLOVES/STRTS	000000	58.97
01-1500	A & B WELDING					
		I-01026641	101-4310-426	SUPPLIES BR REGULATOR-BASE-CABLE/STRTS	000000	680.83
		I-01026648	101-4310-426	SUPPLIES HOSE-FERRULE-COUPLER/STREETS	000000	82.20
		I-01026684	101-4310-426	SUPPLIES (2) SILVER PENCILS/STREETS	000000	27.92
01-1831	POWERPLAN OIB					
		I-P9540010	101-4310-426	SUPPLIES FAN BLADE 685-SHIPPING/STRTS	000000	704.59
01-3060	QUIK SIGNS					
		I-32506	101-4310-426	SUPPLIES (2) 14X30 GRAPHIC CUT OUT/STRT	000000	125.65
01-3314	CENTURY BUSINESS PRODUC					
		I-554433	101-4310-426	SUPPLIES HP/PZ CONTRACT 1/9/21-2/8/21	000000	121.82
01-3877	MUTUAL OF OMAHA					
		I-001177591472	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	31.35
01-3970	A & I DISTRIBUTORS					
		I-3588851	101-4310-426	SUPPLIES (4) 5W30DEXOSGEN2/STREETS	000000	84.31
01-4765	AUCA WESTERN FIRST AID					
		I-RAP2-000337	101-4310-426	SUPPLIES BANDAGES-SPRAY-TABLETS/PARKS	000000	105.51
				DEPARTMENT 310 STREETS	TOTAL:	22,994.59
01-0433	WELLMARK BLUE CROSS BLU					
		I-03012021	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,534.26
01-0578	TWIN CITY HARDWARE & LU					
		I-2102-117313	101-4520-426	SUPPLIES GLVNZD GARBAGE PAIL/PARKS	000000	26.99
		I-2102-117976	101-4520-426	SUPPLIES 26"-27"-30" SNOW PUSHER/PARKS	000000	116.95
		I-2102-119035	101-4520-426	SUPPLIES (20 FOOT) #35 SASH CHAIN/PARKS	000000	15.00
		I-2102-119214	101-4520-426	SUPPLIES 100' #35 SASH CHAIN/PARKS	000000	74.99
		I-2102-119853	101-4520-426	SUPPLIES FASTENERS/PARKS	000000	9.54
		I-2102-119982	101-4520-426	SUPPLIES FASTENERS/PARKS	000000	9.30
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-61860	101-4520-425	REPAIRS BOBCAT TIRE REPAIR-SUPPLIES/PR	000000	23.49
		I-1-61964	101-4520-425	REPAIRS FALT REPAIR-STEM-LABOR/PARKS	000000	18.00
01-0653	FASTENAL COMPANY					
		I-SDSPE119211	101-4520-426	SUPPLIES XL L M BLUYLO GOAT GIV PR/PARK	000000	193.72

PACKET: 05320 COMBINED - 03-02-21

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1003	VERIZON WIRELESS					
		I-9873094887	101-4520-422	PROFESSIONAL ONCALL CELLPHONE SRVCS/PARKS	000000	24.86
01-1077	STARTZ & STARTZ LANDSCA					
		I-1596	101-4520-422	PROFESSIONAL SNOW REMOVE 824 MAIN-183 CLIFF	000000	150.00
		I-1597	101-4520-422	PROFESSIONAL SNOW REM+MELT 38, 42 DENVER/PR	000000	150.00
01-1502	BLACK HILLS CHEMICAL					
		I-193436	101-4520-426	SUPPLIES GREEN SCAPES ICE MELT/PARKS	000000	502.25
01-3877	MUTUAL OF OMAHA					
		I-001177591472	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	31.35
01-4765	AUCA WESTERN FIRST AID					
		I-RAP2-000338	101-4520-426	SUPPLIES DRESSING-HEARING PROTECT/PARKS	000000	54.87
				DEPARTMENT 520 PARKS	TOTAL:	6,935.57
01-0433	WELLMARK BLUE CROSS BLU					
		I-03012021	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,700.30
01-3314	CENTURY BUSINESS PRODUC					
		I-554433	101-4640-428	UTILITIES HP/PZ CONTRACT 1/9/21-2/8/21	000000	121.83
01-3877	MUTUAL OF OMAHA					
		I-001177591472	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	7.43
				DEPARTMENT 640 PLANNING AND ZONING	TOTAL:	1,829.56
				FUND 101 GENERAL FUND	TOTAL:	91,725.53

PACKET: 05320 COMBINED - 03-02-21

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-03012021	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	570.20
01-1171	A & B BUSINESS SOLUTION					
		I-IN809893	206-4550-426	SUPPLIES COPIER CONTRACT - LIBRARY	000000	53.05
01-1562	MIDWEST TAPE					
		I-500025695	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	44.98
		I-500052177	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	33.73
01-3877	MUTUAL OF OMAHA					
		I-001177591472	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
01-4711	AMAZON CAPITAL SERVICES					
		I-16T9-DXMF-KCF3	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	22.17
		I-1RRV-YLXQ-NMH4	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	90.38
		I-1RRV-YLXQ-NMH4	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	47.55
				DEPARTMENT 550 LIBRARY	TOTAL:	867.01
				FUND 206 LIBRARY FUND	TOTAL:	867.01

PACKET: 05320 COMBINED - 03-02-21

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-03012021	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	570.20
01-0436	BLACK HILLS WINDOW CLEA	I-91642	209-4510-422	PROFESSIONAL DEC 21 WINDOW CLEANING/REC	000000	491.00
01-3506	ALSCO	I-LCAS1392979	209-4510-426	SUPPLIES MATS/REC CENTER	000000	121.58
		I-LCAS1395522	209-4510-426	SUPPLIES MATS/REC CENTER	000000	121.58
01-3877	MUTUAL OF OMAHA	I-001177591472	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	3.22
01-3964	CONVERGINT TECHNOLOGIES	I-W1045310	209-4510-422	PROFESSIONAL REPAIRS TO VIDEO PLAYBACK/REC	000000	658.16
01-4765	AUCA WESTERN FIRST AID	I-RAP2-000339	209-4510-426	SUPPLIES BANDAGE-SPRAY-TABLETS/REC	000000	168.33
				DEPARTMENT 510 REC CENTER	TOTAL:	2,134.07
				FUND 209 BED & BOOZE FUND	TOTAL:	2,134.07

PACKET: 05320 COMBINED - 03-02-21

VENDOR SET: 01

FUND : 212 BID #8 (Business Improve)

DEPARTMENT: 630 BID 8

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3602	DEADWOOD GAMING ASSOCIA					
		I-022221	212-4630-422	PROFESSIONAL BID #8 CONTRIBUTION	000000	10,000.00
				DEPARTMENT 630 BID 8	TOTAL:	10,000.00
				FUND 212 BID #8 (Business Improve)	TOTAL:	10,000.00

PACKET: 05320 COMBINED - 03-02-21

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3060	QUIK SIGNS					
		I-32412	215-4572-235	VISITOR MGMT 9 - BOULEVARD BANNERS - HP	000000	857.25
				DEPARTMENT 572 HP VISITOR MGMT AND INFOR	TOTAL:	857.25
01-0451	RUNGE, MIKE					
		I-021921	215-4573-335	HIST. INTERP. REIMBURSEMENT POSTCARDS-ARCH	000000	42.41
01-0578	TWIN CITY HARDWARE & LU					
		I-2101-116395	215-4573-335	HIST. INTERP. HP CF226X PRINT CARTRDG-ARCHIV	000000	229.99
		I-2102-118429	215-4573-335	HIST. INTERP. RATCHET SPRAY ADHESIVE--ARCHIV	000000	41.98
01-1557	DEMCO, INC.					
		I-6908927	215-4573-335	HIST. INTERP. LABEL PROTECTORS - ARCHIVES	000000	40.53
				DEPARTMENT 573 HP HISTORIC INTERPRETATIO	TOTAL:	354.91
01-2597	MORSE, MARCIA E.					
		I-012621	215-4575-505-01	20 WASHINGTON 20 WASHINGTON MORTGAGE EXPENSE	000000	35.45
01-2916	FALL RIVER COUNTY HISTO					
		I-022321	215-4575-520	GRANT/LOAN PR 2020 OUTSIDE GRANT ROUND 1	000000	5,000.00
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL:	5,035.45
01-2394	GUNDERSON, PALMER, NELS					
		I-106336	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	450.00
				DEPARTMENT 576 HP PROFESSIONAL SERVICES	TOTAL:	450.00
01-0186	ALPINE IMPRESSIONS					
		I-18881	215-4641-426	SUPPLIES HP LOGO ON 10 EASEL BAGS	000000	195.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-03012021	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,113.43
01-0578	TWIN CITY HARDWARE & LU					
		I-2102-117394	215-4641-426	SUPPLIES TOTE CBLE TIES BUBBLE WRAP-HP	000000	34.47
01-1003	VERIZON WIRELESS					
		I-9873094887	215-4641-428	UTILITIES CELLPHONE SERVICES/ARCHIVIST	000000	40.01
01-1725	QUILL CORPORATION					
		I-14512010	215-4641-426	SUPPLIES DUSTER/CLIP BRD/5X8 PADS - HP	000000	18.96

PACKET: 05320 COMBINED - 03-02-21

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3314	CENTURY BUSINESS PRODUC					
		I-554433	215-4641-428	UTILITIES HP/PZ CONTRACT 1/9/21-2/8/21	000000	121.83
01-3877	MUTUAL OF OMAHA					
		I-001177591472	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	17.33
				DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL:	5,541.03
				FUND 215 HISTORIC PRESERVATION	TOTAL:	12,238.64

PACKET: 05320 COMBINED - 03-02-21

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1333	DEADWOOD ELECTRIC					
		I-22354	216-1310	DUE FROM OTHE RW 30 ADAMS MIKLA	000000	3,102.14
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	3,102.14
01-1496	LAWRENCE CO. REGISTER O					
		I-021821	216-4653-960	CLOSING CO REC FEE 14 HARRISON GUILBERT	000000	30.00
		I-021821-2	216-4653-960	CLOSING CO REC FEE 562 WILLIAMS WEBER	000000	30.00
			DEPARTMENT 653	REVOLVING LOAN	TOTAL:	60.00
			FUND	216 REVOLVING LOAN	TOTAL:	3,162.14

PACKET: 05320 COMBINED - 03-02-21

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-03012021	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,396.09
01-0561	SOUTH DAKOTA 811					
		I-SD21-00042	602-4330-422	PROFESSIONAL JAN LOCATE FAX-MSG FEES/WATER	000000	2.24
01-1003	VERIZON WIRELESS					
		I-9873094887	602-4330-422	PROFESSIONAL CELLPHONE SERVICES/WATER	000000	121.08
		I-9873094887	602-4330-422	PROFESSIONAL ONCALL CELLPHONE SRVCS/WATER	000000	24.86
01-1171	A & B BUSINESS SOLUTION					
		I-IN809588	602-4330-426	SUPPLIES BASE CONTRACT RATE/WATER	000000	72.81
01-1365	SD PUBLIC HEALTH LAB					
		I-10597823	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	30.00
01-3736	METERING & TECHNOLOGY S					
		I-18648	602-4330-426	SUPPLIES BARE METER-BRACKET-SEAL/WTR	000000	3,981.28
		I-18665	602-4330-425	REPAIRS BARE METER-BRACKET-DIAL/WTR	000000	2,810.69
		I-18698	602-4330-434	MACHINERY/EQU EXT MOBILE RECEIVER/WATER	000000	2,262.82
		I-18780	602-4330-426	SUPPLIES BARE METER-BRACKET-WIRE/WATER	000000	4,721.00
		I-18780A	602-4330-426	SUPPLIES SHIPPING FOR BARE METER/WATER	000000	76.84
		I-18872	602-4330-426	SUPPLIES METER-BRACKET-GULCH/WATER	000000	694.05
01-3877	MUTUAL OF OMAHA					
		I-001177591472	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	21.45
01-4574	UNITED LABORATORIES					
		I-INV309272	602-4330-426	SUPPLIES RUST CONVERT-ANTISEIZE COMP/WT	000000	729.55
DEPARTMENT 330 WATER					TOTAL:	19,944.76
FUND 602 WATER FUND					TOTAL:	19,944.76

PACKET: 05320 COMBINED - 03-02-21

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-03012021	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,198.36
01-0475	DEADWOOD CHAMBER & VISI	I-02182021	610-4360-455	GRANTS TO OTH FEEDING DEADWD-2020 PKG DONATN	000000	5,045.00
01-0578	TWIN CITY HARDWARE & LU	I-2102-117052	610-4360-425	REPAIRS GALV PIPE-CAP-FLANGE-THREDS/P&	000000	95.42
		I-2102-117203	610-4360-425	REPAIRS (4) 4 1/2" CLAMPS/P&T	000000	9.96
		I-2102-118476	610-4360-425	REPAIRS WASHER-HOLE SAW-FASTENERS/P&T	000000	37.64
01-1003	VERIZON WIRELESS	I-9873094887	610-4360-422	PROFESSIONAL CELLPHONE SERVICES/P&T	000000	126.12
		I-9873221774	610-4360-424	RENTALS PHONE SERVICE/METERS - P&T	000000	40.01
01-1047	TWIN CITY ANIMAL SHELTE	I-02192021	610-4360-455	GRANTS TO OTH 2020 PARKING DONATION	000000	750.00
01-1743	LEAD-DEADWOOD SCHOOL DI	I-022321	610-4360-455	GRANTS TO OTH 2020 PARKING DONATION	000000	500.00
01-1964	TWIN CITY SENIOR CENTE	I-02242021	610-4360-455	GRANTS TO OTH 2020 PARKING DONATION	000000	1,500.00
01-2430	LEAD-DEADWOOD CLASS OF	I-02192021	610-4360-455	GRANTS TO OTH 2020 PARKING DONATION	000000	500.00
01-3177	NORTHERN HILLS ALLIANCE	I-02182021	610-4360-455	GRANTS TO OTH 2020 PARKING DONATION	000000	1,500.00
01-3306	LEAD-DEADWOOD LIONS CLU	I-02222021	610-4360-455	GRANTS TO OTH 2020 PARKING DONATION	000000	1,000.00
01-3558	DEADWOOD HISTORY, INC.	I-02182021	610-4360-455	GRANTS TO OTH 2020 PARKING DONATION	000000	1,000.00
01-3654	SPEARFISH AUTO SUPPLY	I-181221	610-4360-425	REPAIRS FUSE-FUSE BLK-SCRAPER/P&T	000000	28.95
01-3700	TWIN CITY CLOTHING CENT	I-02192021	610-4360-455	GRANTS TO OTH 2020 PARKING DONATION	000000	1,000.00
01-3712	PASSPORT LABS, INC.	I-INV-1019386	610-4360-422	PROFESSIONAL JAN.MOBILE PAY METERS/ P&T	000000	60.75
01-3877	MUTUAL OF OMAHA	I-001177591472	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	14.85
01-4080	LEAD-DEADWOOD YOUTH FOO					

PACKET: 05320 COMBINED - 03-02-21

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
01-4080	LEAD-DEADWOOD YOUTH FOO	continued				
		I-02182021	610-4360-455	GRANTS TO OTH 2020 PARKING DONATION	000000	500.00
01-4307	CARPET BUYERS OUTLET SD					
		I-5706	610-4360-425	REPAIRS CHENEY RIVERSIDE IN SMOKE/P&T	000000	56.55
01-4570	CHAPTER Y - PEO					
		I-02222021	610-4360-455	GRANTS TO OTH 2020 PARKING DONATION	000000	500.00
01-4655	DEADWOOD LEAD 76ERS SWI					
		I-02222021	610-4360-455	GRANTS TO OTH 2020 PARKING DONATION	000000	1,000.00
01-4656	LEAD-DEADWOOD CLOTHE-A-					
		I-02182021	610-4360-455	GRANTS TO OTH 2020 PARKING DONATION	000000	1,000.00
01-4766	IPS GROUP INC					
		I-INV57607	610-4360-422	PROFESSIONAL MS1 KEY-IPS KEY MODEL A/P&T	000000	134.67
01-4794	SD KIDS BELONG					
		I-02192021	610-4360-455	GRANTS TO OTH 2020 PARKING DONATION	000000	500.00
01-4795	BLACK HILLS AUXILIARY 5					
		I-02182021	610-4360-455	GRANTS TO OTH 2020 PARKING DONATION	000000	1,000.00
01-4796	LEAD-DEADWOOD CLASS OF					
		I-02222021	610-4360-455	GRANTS TO OTH 2020 PARKING DONATION	000000	500.00
				DEPARTMENT 360 PARKING/TRANSPORTATION	TOTAL:	20,598.28
01-0433	WELLMARK BLUE CROSS BLU					
		I-03012021	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	571.32
01-0578	TWIN CITY HARDWARE & LU					
		I-2101-116493	610-4361-426	SUPPLIES AAA-3V-AA BATTERIES/TROLLEY	000000	25.97
01-1502	BLACK HILLS CHEMICAL					
		I-193113	610-4361-426	SUPPLIES #23 SURE STEP COG RISNE/TROLLE	000000	101.92
01-1503	BLACK HILLS SPECIAL SER					
		I-253859	610-4361-422	PROFESSIONAL NOV CLEANING CONTRACT/TROLLEY	000000	250.00
		I-25913	610-4361-422	PROFESSIONAL DEC CLEANING CONTRACT/TROLLEY	000000	2,050.00
		I-25914	610-4361-422	PROFESSIONAL JAN CLEANING CONTRACT/TROLLEY	000000	2,250.00
01-2427	HOMETOWN MANUFACTURING					
		I-5105	610-4361-425	REPAIRS BUMPER-FENDER-PINSTR ROLL/TROL	000000	3,098.64
		I-5106	610-4361-426	SUPPLIES FLOOR HEATER-SHIPING/TROLLEY	000000	254.02
01-3877	MUTUAL OF OMAHA					

PACKET: 05320 COMBINED - 03-02-21

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3877	MUTUAL OF OMAHA	continued				
		I-001177591472	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	5.70
01-4286	TCF EQUIPMENT FINANCE					
		I-03012021	610-4361-434	MACHINERY/EQU #300 TROLLEY	000000	3,133.62
		I-03012021	610-4361-434	MACHINERY/EQU #301TROLLEY	000000	3,133.62
		I-03012021	610-4361-434	MACHINERY/EQU #303 TROLLEY	000000	3,133.62
01-4347	VERIZON CONNECT NWF, I					
		I-OSV000002349902	610-4361-422	PROFESSIONAL JAN DATA CONNECT SRVC/TROLLEY	000000	95.95
				DEPARTMENT 361 TROLLEY DEPARTMENT	TOTAL:	18,104.38
				FUND 610 PARKING/TRANSPORTATION	TOTAL:	38,702.66

PACKET: 05320 COMBINED - 03-02-21

VENDOR SET: 01

FUND : 719 TIF #10 TRU HOTEL

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
01-3362	FIRST INTERSTATE BANK					
		I-020121-#8200017357	719-4000-429	OTHER TIF #10 - #8200017357- OPTIMA	000000	204,974.70
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	204,974.70
				FUND 719 TIF #10 TRU HOTEL	TOTAL:	204,974.70

PACKET: 05320 COMBINED - 03-02-21
VENDOR SET: 01
FUND : 721 TIF #9 OPTIMA
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
=====						
01-3673	LIBERTY NATIONAL BANK					
		I-020121-#60004256	721-4000-429	OTHER	TIF #9-#60004256-BY DEV,OPTIMA 000000	134,429.32
DEPARTMENT 000 NON-DEPARTMENTAL					TOTAL:	134,429.32

FUND 721 TIF #9 OPTIMA					TOTAL:	134,429.32

PACKET: 05320 COMBINED - 03-02-21

VENDOR SET: 01

FUND : 725 TIF #8 DEADWOOD STAGE RUN

DEPARTMENT: 000 NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK					
		I-020121-#8200017030	725-4000-429	OTHER EXPENSE TIF #8 -#8200017030 -STAGE RUN	000000	7,410.50
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	7,410.50
				FUND 725 TIF #8 DEADWOOD STAGE RUN	TOTAL:	7,410.50
					REPORT GRAND TOTAL:	525,589.33

Blackstrap, Inc.
PO Box 258 Neligh, NE 68756
402-887-5651
accounting@blackstrapinc.com



INVOICE

Sold to: CITY OF DEADWOOD
67 DUNLOP AVE
DEADWOOD, SD 57732 USA

INVOICE #: 125057

Freight Bill #: 72045
Invoice Date: 02/10/21

VIA EMAIL: RMCGRATH@CITYOFDEADWOOD.COM

Our Contract #: 85810
Your Contract #:
Terms: NET30
F.O.B.: DEADWOOD, SD
Company #: 2851

*A finance charge of 18% will be charged if this
invoice is not paid within 30 days of the
invoice date.*

Ship Date	W/C #	Commodity	Weights/Quantities Misc Description	Price	Per	Amount
02/09/21		BLACKSLICER, SAND & GRAVEL	30.3900 Tons	125.0000	T	\$3798.75
CAR #:2394		Pkup#: 51437				

PICKUP: BLACKSTRAP HOOP BUILDING
DROPOFF: CITY OF DEADWOOD
Dispatcher: 20/ Processed by: 20

NELIGH, NE
DEADWOOD, SD

*Streets
426*

INVOICE TOTAL --> \$3,798.75

Price Per: T=Ton, Q=Qty/Load, C=100wt, 1=48#BU, 2=56#BU, 3=32#BU, W=Wheat60#, 5=60#B, P=Lbs
Thank you for your business. Please reference our invoice#
on payment. Check payable to: Blackstrap, Inc.

72045 O/ 60780.0000 Lbs.

6.5 Safety Gear and Prescription Safety Glasses:

The City shall furnish one hard hat, one pair of nonprescription safety glasses and high-visibility clothing to each employee if necessary to perform duties. High-visibility clothing is required at all times and must be authorized by the City. The high-visibility clothing includes seven short-sleeved shirts, seven long-sleeved shirts, one hoodie and one cold weather jacket. All high-visibility clothing replacements will be deducted from the safety gear allowance. Each employee will be required to furnish their own OSHA approved work boots if necessary to perform duties. The City will reimburse expenditures for safety gear up to a maximum of \$400.00 per year for full-time employees and \$200.00 per year for seasonal employees, and only includes replacement of high-visibility clothing, OSHA approved work boots and prescription safety glasses; provided that all safety items are utilized for Deadwood City work purposes.

Police Department staff is allowed up to \$600.00 per year, provided that the dollars are utilized for uniforms and not plain clothes attire.

Revised Policy

6.5 Safety Gear and Prescription Safety Glasses:

The City shall furnish one hard hat, one pair of nonprescription safety glasses and high-visibility clothing to each employee if necessary to perform duties. High-visibility clothing is required at all times and must be authorized by the City. The high-visibility clothing includes seven short-sleeved shirts, seven long-sleeved shirts, one hoodie and one cold weather jacket. All high-visibility clothing replacements will be deducted from the safety gear allowance. Each employee will be required to furnish their own OSHA approved work boots if necessary to perform duties. The City will reimburse expenditures for safety gear up to a maximum of \$400.00 per year for full-time employees and \$200.00 per year for seasonal employees, and only includes replacement of high-visibility clothing, OSHA approved work boots, work pants or bib overalls, heavy duty or insulated socks, warm weather hats or caps, work gloves, and prescription safety glasses; provided that all safety items are utilized for Deadwood City work purposes. Any other safety gear must be pre-approved by the Safety Committee.

Police Department staff is allowed up to \$600.00 per year, provided that the dollars are utilized for uniforms and not plain clothes attire.



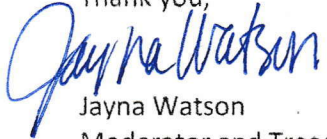
First Baptist Church of the Northern Hills
110 Sherman Street
Deadwood, South Dakota 57732
605-578-3660
Patrick J. McBride, Pastor

February 22, 2021

Mr. Robert Nelson
Public Works Director
City of Deadwood
102 Sherman Street
Deadwood, SD 57732

Dear Mr. Nelson:

The City's parking lot lease 2021 rent is due. Please remit at your earliest convenience, payable to the First Baptist Church of the Northern Hills. The total amount due is \$3,600. For security purposes, please mail the check to my home address at 52 Pearson Drive, Spearfish SD 57783.

Thank you,

Jayna Watson
Moderator and Treasurer

C: Patrick McBride, Pastor

NOTICE OF MEETING OF LOCAL REVIEW BOARD

SDCL 10-11-13

NOTICE IS HEREBY GIVEN That the governing body, sitting as a Review Board of Deadwood Municipality, Lawrence County, South Dakota, will meet at Deadwood City Hall, 102 Sherman Street, Deadwood, SD, in said taxing jurisdiction at 9:00 a.m. local time on Monday, the 15th day of March, 2021 (the third Monday in March) for the purpose of reviewing and correcting the assessment of said taxing district for the year 2021.

All persons considering themselves aggrieved by said assessment are required to notify the clerk of the local board no later than 5:00 p.m. local time, March 11, 2021.

/s/ Jessica McKeown, Finance Officer
City of Deadwood

Please publish in B.H. Pioneer: March 3 and March 10, 2021

Published twice at the total approximate cost of _____.



Invoice

Date	Invoice #
2/18/2021	5105

Double K, Inc. DBA Hometown Manufacturing
PO Box 185, 750 Industrial Parkway
Crandon, Wisconsin 54520

Bill To
CITY OF DEADWOOD 62 DUNLAP STREET DEADWOOD, SD 57732

Ship To

P.O. Number	Terms	Ship	Via	Project	
KEN	Due on receipt	2/18/2021	UPS		
Quantity	Item Code	Description	Price Each	Amount	
60	PARTS	3000-1145 SIDE BUMPER 10' STICKS	14.50	870.00	
1	PARTS	3000-1027 FRONT COW CATCHER BUMPER	997.50	997.50	
1	PARTS	1200-1037 DRIVER FRONT SLAM DOOR	290.50	290.50	
1	PARTS	3000-1094A RUBBER FENDER	166.25	166.25	
1	PARTS	0100-1040A GALVENEAL SKIN DR FRONT	135.84	135.84	
1	PARTS	0700-1019 1/4" YELLOW PINSTRIPE ROLL	37.25	37.25	
1	PARTS	0700-1018 1/2" YELLOW PINSTRIPE ROLL	51.65	51.65	
	PARTS	HANDLING/CRATE FEE	45.00	45.00	
	SHIPPING	FREIGHT	504.65	504.65	

TWIN CITY CLOTHING CENTER

PO Box 590
306 Main St.
Lead SD 57754
Phone (605)717-0739

February 3, 2021

City of Deadwood
102 Sherman St.
Deadwood SD 57732

Attn: Jessica McKeown
Deadwood Finance Office

Re: Disbursement of 2021 Budget Request

Dear Ms. Mckeown

As per your letter of September 16, 2020, we are hereby requesting disbursal of the \$2500 that was allocated to the Twin City Clothing Center (Free Store) in your 2021 Budget.

We are very appreciative of your help in keeping the Twin City Clothing Center operational. Your support enables us to continue to serve our community and the surrounding area.

Sincerely,



Glennis Palmer
Treasurer



The Northern Hills Area CASA

Section 6 Item m.

741 North 5th Street Spearfish, SD 57783
(605) 722-4558 Fax (605) 722-5889
E-mail: rservaty@nhcasa.org
www.nhcasa.org

January 11, 2021

Jessicca McKeown
102 Sherman Street
Deadwood, SD 57732

Dear Ms. McKeown,

The Northern Hills Area CASA Program would like to thank the City of Deadwood for your generous allocation of \$3,500 for 2021. Your contribution will enable us to continue making a difference in the lives of abused and neglected children throughout the Deadwood community.

Let this letter serve as the request for 2021 payment. We greatly appreciate the continued support from the City of Deadwood.

Sincerely,

Renae Servaty

Director of Program Management
Northern Hills CASA

The Northern Hills Area CASA Program's mission is to recruit, train and supervise court-appointed community volunteers who advocate for safe, permanent, nurturing homes for abused and neglected children in the court system.

Board Members:

President

Josh Horak

First Interstate Bank

Vice President

Tia Berens

The Barn, Owner

Secretary/Treasurer

Bryan Walker

Highmark Credit Union

Sadie Snyder

Lynn, Jackson, Shultz, Lebrun

Larissa Cook

Wolff's Plumbing & Heating

Michaela Anderson

Keller Williams Realty

Holly Mortenson

Black Hills Community Bank

Staci Miller

Sanford Research Lab Foundation

Tiffany Even

Ameriprise Financial Partners

Rita Manley

Black Hills Education Connection



Jessicca McKeown
Finance Officer
City of Deadwood
01/25/2021

RE: 2021 City of Deadwood Budget Allocation

Dear Mrs. McKeown,

I am writing a formal request for our 2021 funds draw in the amount of \$48,000.00 allocated out of the 2021 City of Deadwood budget for Deadwood-Lead Economic Development.

Attached is the 2021 notification of funding letter.

Best Regards,

A handwritten signature in black ink, appearing to read 'K Wagner'.

Kevin Wagner
Executive Director
Deadwood-Lead Economic Development

**AMENDED ORDINANCE NO. 1317
AN ORDINANCE AMENDING BUSINESS
IMPROVEMENT DISTRICT NO. 9 OF THE
CITY OF DEADWOOD, SOUTH DAKOTA**

BE IT ORDAINED by the City of Deadwood, South Dakota

SECTION 1: Pursuant to SDCL 9-55 Business Improvement District No. 9 of the City of Deadwood, South Dakota, is hereby created.

SECTION 2: Business Improvement District No. 9 shall have the following boundaries:

Transient Commercial Property Owners-hotels & motels

Group 1

BH Inn & Suites	206 Shadow Lane
Celebrity Hotel	629 Main Street
Deadwood Cottages	390 Main Street
Deadwood Cottages	388 Main Street
Deadwood Miners	137 Charles Street
Deadwood Rentals	36 Water Street
Trucano B & B	124 Charles Street

Group 2

Bullock Hospitality	633-635 Main Street
Deadwood Gulch Gaming Resort	304 Cliff Street
Deadwood Mountain Grand	1906 Deadwood Mtn Dr.
Deadwood Station	68 Main Street
Doubletree By Hilton	360 Main Street
First Gold Hotel/Travelodge	270 Main Street
Four Points Hotel	575 Main Street
Franklin Hotel	709 Main Street
Gold Dust Hotel/Pineview	23 Lee Street
Gold Country Inn	801 Main Street
Hampton Inn at Tin Lizzies	555 Main Street
Hickok's Hotel & Casino	685 Main Street
Holiday Inn Express	22 Lee Street
Iron Horse Inn	27 Deadwood
SpringHill Suites by Marriott	322 Main Street
Tru by Hilton	372 Main Street

Non-Transient Commercial Property Owners

Berg Jewelry and Gift	650 Main Street
Black Hills Novelty, LLC	69 Sherman
Deadwood Harley	681 Main Street
Fun Time (David Barth)	29 Lee Street
Jacobs Gallery	670 Main Street
JVK Holdings	596 Main Street
Madam Peacock's	638 Main Street
Midnight Star	677 Main Street
Isaac Almanza	696 Main Street
Patchstop, LLC	666 Main Street
Pink Door 629	625 Main Street
RE Center of DWD	11 Charles Street

Any lodging or non-lodging establishments not listed but can become a part of this district and included in boundaries by petition and approval of City Commission.

SECTION 3: A Resolution of Intent 2019-09, for the continuation of this district, was approved on the 18th day of March, 2019, and adopted after the public hearing on the 6th day of May, 2019.

SECTION 4: Business Improvement District No. 9 is created for the purpose of funding Main Street revitalization efforts focusing on the promotion and operation of the Outlaw Square.

The total estimated or proposed costs for the above projects and activities is projected to be annually, with the revenues from the occupancy tax to fund some or all of the above projects and activities.

SECTION 5: An occupational tax in the amount of Two Dollars (\$2.00) per night shall be imposed upon transient guests based upon rooms rented by any of the above hotels, motels or lodging establishments in Group 1. An occupational tax in the amount of One Dollar (\$1.00) per night shall be imposed upon transient guests based upon rooms rented by any of the above hotels, motels or lodging establishments in Group 2. This occupation tax shall be fair, equitable and uniform as to class. No occupational tax may be imposed on any transient guest who has been offered a room by a lodging establishment

on a complimentary basis and no fee or rent was charged for such room. This tax rate shall be subject to establishment and adjustment by the Deadwood City Commission, by resolution upon recommendation from the Board of Business Improvement District No. 9.

And a general occupation tax based on the linear front footage of the above described non-gaming establishments. The amount of the tax shall be \$50 per month for each non-lodging establishment which has 30 or less linear feet of front footage, and shall be \$75 per month for each non-lodging establishment with more than 30 linear front footage feet.

SECTION 6: The Deadwood City Finance Officer is authorized and directed, with the advice and recommendations of the Board of Business Improvement District No. 9, to determine and compute the tax in accordance with this ordinance. The occupational tax assessed pursuant to the terms of this ordinance shall be remitted by the 20th day of each month to the Deadwood City Finance Officer, with the remittance to be for the previous calendar month's tax collections. The City Finance Officer and the Board of Business Improvement District No. 9 or its designee or any person or firm contracted by the City Finance Officer and the Business Improvement District Board shall be entitled to audit the books, ledgers, or franchise reports of any hotel, motel or lodging establishment subject to the terms of this act, including the right to inspect daily reports of such hotels and motels so as to ensure that the occupancy tax assessed by this act is being properly remitted to the City of Deadwood. The City Finance Officer shall be entitled to seek injunctive relief against any hotel, motel or lodging or non-lodging establishment which does not remit the proper amount of tax monies when due, which relief may be in the form of an action requiring the offending hotel, motel or non-lodging establishment owner to allow entry upon their property and access to their records, computers, or books so as to verify that

the hotel, motel, lodging, or non-lodging establishment is remitting all monies it collects pursuant to this ordinance and the laws of the State of South Dakota. Each hotel, motel, lodging or non-lodging establishment subject to this ordinance shall keep accurate records of amounts collected from transient guests for review by the City Finance Officer or its designee, pursuant to this ordinance.

SECTION 7: All remittances of occupancy tax collected pursuant to this ordinance shall be due and received in the office of the City of Deadwood Finance Officer on or before the 20th day of the month following the month for which the occupancy tax remittances are due. All amounts that are not received on or before the 20th day of the month will be charged a late fee in the amount of ten percent (10%) of the total amount due. Failure to pay such tax shall also constitute a violation of this ordinance which may be punishable by a fine, not to exceed Five Hundred Dollars (\$500), to be paid to the City of Deadwood. Any unpaid balance under this ordinance shall constitute a lien upon the property owned by the business or user of space being taxed and shall become a lien against and shall run with the property and may be enforced and collected in the same manner as other unpaid real property taxes and assessments. The City of Deadwood Finance Officer shall certify all unpaid amounts or balances to the county treasurer for collection in the same manner as general property taxes are collected. Further, the City of Deadwood shall have the ability to deny the issuance of any permits or licenses or any renewals thereof to any business or premise that fails to conform to the provisions of this ordinance, including, but not limited to, building permits, malt beverage licenses, and liquor licenses.

SECTION 8: Nothing within the body of this ordinance shall be construed as limiting of any other rights which the City of Deadwood has, or may pursue in seeking collection of monies received but not paid under the terms of this ordinance. In the event that this tax becomes subject to supervision by the State of South Dakota through the State's Department of Revenue, any rights which Deadwood has herein shall be deemed cumulative to any powers which inure to the benefit of the State.

SECTION 9: In the event of any civil or criminal action being filed seeking collection of any delinquent assessments, the offending hotel, motel or lodging establishment shall be responsible for and pay all attorney's fees and costs incurred by the City of Deadwood in seeking payment under the terms of this ordinance.

SECTION 10: All costs incurred by the City of Deadwood or the City Finance Officer or the Board pursuant to this ordinance shall be paid from occupancy and frontage foot taxes collected under this ordinance. An annual administration fee of \$10,000.00 will be paid to City of Deadwood Finance Department to offset legal and administration expenses.

SECTION 11: Each hotel, motel or lodging establishment shall account for complimentary rooms which are also subject to audit by the City Finance Officer and the Board of Business Improvement District No. 9 or its designee or contractor with such records to show the basis for offering such room on a complimentary basis.

SECTION 12: Should any section, clause or provision of this ordinance be declared by the courts to be invalid, the same shall not affect the validity of the ordinance as a whole or any part thereof, other than the part declared to be invalid.

SECTION 13: Any business governed by this ordinance shall sign a sworn statement to be submitted along with the remittance for any tax imposed by this ordinance on or before the 20th day of each month stating as follows:

I declare, under penalty of perjury, that the above accounting of rooms rented is accurate and the tax payment made herein is accurate to the best of my knowledge according to my business records.

Signed_____ Date_____

Title_____

SECTION 14: This ordinance shall be effective on the 1st day of January, 2021.

Dated this 15th day of March, 2021.

CITY OF DEADWOOD

David Ruth, Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

First Reading: March 1, 2021
Second Reading: March 15, 2021
Published: March 18, 2021
Adopted: April 7, 2021

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
Fax: (605) 578-2084
kevin@cityofdeadwood.com

MEMORANDUM

Date: February 19, 2021
To: Deadwood Historic Preservation Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Albertson Engineering – Professional Services

Over the past several years the City of Deadwood, through the Historic Preservation Office, has used the professional services of Albertson Engineering of Rapid City for structural engineering of the public-private program of repairing and/or reconstructing the historic retaining walls and other structural engineering matters within the City of Deadwood.

These services provide tremendous assistance and direction to the program. A few years ago the City Commission requested this office to issue a RFP to review other possible providers. This was completed and Albertson Engineering was chosen as the top firm to meet our needs. Staff will plan on issuing a new RFP in the fall-winter of 2021 to ensure fair and equitable services are provided to the city.

Staff is requesting consideration to enter into a contract with Albertson Engineering to continue with the necessary engineering services to protect the City of Deadwood, the Deadwood Historic Preservation Office and Albertson Engineering.

The Historic Preservation Commission has reviewed this request and recommend approval of a contract for 2021 with Albertson Engineering for professional services for the retaining wall program in an amount not to exceed \$70,000.00. This would also include other professional services necessary to reconstruct the walls such as geotechnical engineering or civil engineering. The engineering and associated design costs are part of the annual line-item budget for the retaining wall program.

Recommend Motion: *Recommend to the City Commission to sign a contract for 2021 with Albertson Engineering for professional services for the retaining wall program and other structural engineering projects in an amount not to exceed \$70,000.00 from the HP Professional Services budget.*


Albertson Engineering Inc.

3202 W. Main Street, Suite C
Rapid City, SD 57702

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

February 17, 2021

Structural Engineer (SER):

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

Kevin Kuchenbecker
City of Deadwood
108 Sherman Street
Deadwood, SD 57735

Project Name: Retaining Wall Replacement/Repair Open End Contract
Project Location: Deadwood, South Dakota
SER Project #: 2021-098

PROJECT DESCRIPTION

Design of retaining wall replacements and/or repairs at several locations to be determined by Historic Preservation Officer and Building Official for the City of Deadwood.

SCOPE OF SERVICES

The Structural Engineering Services to be provided are described in the Summary of Services (Exhibit A) and Terms and Conditions (Exhibit B). Included Additional Services (Exhibit B, Paragraph 3.1.1 and 3.1.2) are specifically noted in Exhibit A. This agreement does not include services for Project Peer Review, Special Inspections, or Fast Track Design and Construction.

ENGINEERING CHARGES

Compensation for our services shall be:

Services are to be billed at the SER's current standard hourly rate not to exceed Seventy Thousand Dollars (\$70,000.00).

The SER's current standard hourly rate schedule is:

Senior Principal	\$185/hr
Principal	\$165/hr
Senior Engineer	\$165/hr
Project Engineer	\$135/hr
Professional Engineer	\$125/hr
EIT	\$105/hr

BIM Technician II	\$105/hr
BIM Technician I	\$85/hr
Engineering Intern	\$70/hr
Clerical	\$50/hr

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

REIMBURSABLE EXPENSES

Reimbursable expenses (e.g., mileage, postage, copying) as described in the Terms and Conditions shall be billed as a multiple of 1.0 times the cost incurred plus any applicable taxes. Subconsultant expenses shall be billed as a multiple of 1.15 times the cost incurred plus any applicable taxes.

ADDITIONAL PROVISIONS

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

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

AUTHORIZED ACCEPTANCE

by Structural Engineer
of Record (SER)



Signature

Mike Albertson, President
Print Name and Title

2/17/2021

Date

by Owner

Signature

Print Name and Title

Date



Albertson Engineering Inc.

3202 W. Main Street, Suite C
Rapid City, SD 57702

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

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



Albertson Engineering Inc.

EXHIBIT A — Summary of Services

This is an exhibit attached to and made a part of the letter of agreement dated February 17, 2021 between the Structural Engineer of Record (SER), Albertson Engineering Inc., and City of Deadwood (Owner).

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

Basic Services	Included	Not Included	Remarks
PROJECT DEVELOPMENT PHASE			
1. Define Scope of Structural Services	X		
2. Assist in Development of Schedule	X		
3. Assist in Determining Channels of Communication	X		
4. Assist in Determining Number of Meetings and Number of Site Visits			
CONTRACT DOCUMENTS PHASE			
1. Prepare Structural Design of Primary Structural System	X		
2. Designate Elements to be designed by Specialty Engineers, and Specify Structural Criteria for Specialty Engineers Design of Pre-Engineered Structural Elements.	X		
3. Review Effect of Secondary or Non-Structural Elements Attached to Primary Structural System	X		
4. Attend Meetings	X		
5. Assist in Coordination with Building Code Officials	X		

Basic Services (continued)	Included	Not Included	Remarks
6. Complete Structural Calculations	X		
7. Complete Structural Drawings	X		
8. Prepare or Edit Specifications for the Primary Structural System (on drawings)	X		
9. Assist in Establishing Testing and Inspection Requirements	X		
10. Perform Checking and Coordination of the Structural Documents	X		
CONSTRUCTION ADMINISTRATION PHASE	X		
1. Bidding and Award			
a. Assist Evaluating Bidder's Qualifications			
b. Provide Structural Addenda and Clarifications	X		
c. Assist in Bid Evaluation	X		
2. Pre-Construction Services	X		
a. Attend Meetings			
b. Assist in Establishing Communications Procedures	X		
c. Assist in Establishing Procedures for Testing and Inspections	X		
d. Assist in Confirming Submittal Procedures	X		
e. Assist in Selection of Testing Agency	X		
f. Advise Client and Contractor Which Structural Elements Require Construction Observation by SER	X		
Basic Services (continued)	Included	Not Included	Remarks

g. Respond to Building Department and Peer Reviewer Comments	X		
3. Submittal Review	X		
a. Review Specified Submittals for Items Designed by SER			
b. Review Submittals for Pre-Engineered Structural Elements			
4. Site Visits	X		
a. Make Site Visits at Intervals Appropriate to the Stage of Construction			
b. Prepare Site Visit Reports			
5. Materials Testing and Inspection	X		
a. Review Testing and Inspection Reports			
b. Initiate Appropriate Action to Those Reports, if required			

ADDITIONAL SERVICES

I. Prepare and/or process typical construction administration items such as pay requests, requests for information, change orders, substantial completion.



Albertson Engineering Inc.

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

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

EXHIBIT B - Terms and Conditions

This is an exhibit attached to and made a part of the agreement dated March 11, 2020 between the Structural Engineer of Record (SER), Albertson Engineering Inc., and City of Deadwood (Owner).

Section I - General

1.1 This Agreement

- 1.1.1 These Terms and Conditions, along with the Agreement, and Exhibit A - Summary of Services, form the Agreement as if they were part of one and the same document. Unless otherwise specified, this Agreement shall be governed by the laws of the principal place of business of the Structural Engineer of Record (SER).
- 1.1.2 The Agreement and Exhibit A may limit or negate the applicability of these Terms and Conditions. Such limitation shall take precedence over provisions of this Exhibit.

1.2 General Obligations of the SER and the Owner

- 1.2.1 Albertson Engineering Inc., hereinafter referred to as the Structural Engineer of Record (SER), shall perform those professional structural engineering services as specified in Exhibit A and detailed in these Terms and Conditions. In rendering these services, the SER shall apply the skill and care ordinarily exercised by structural engineers at the time and place the services are rendered.
- 1.2.2 The Owner shall verify that the contemplated project will be financed adequately, including provisions for contingencies, to accomplish the stated and desired goals and commitments.
- 1.2.3 The Owner shall provide all criteria and full information with regard to his or her requirements for the Project and shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project. This shall include, but not be limited to, review and approval of design issues in the contract documents phase.
- 1.2.4 The SER shall recommend that the Owner obtain those geotechnical investigations, property surveys, reports and other data necessary for performance of the SER's services. Those services may be provided under this contract if requested by owner.

- 1.2.5 The SER shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project.
- 1.2.6 The Owner shall provide to the SER reports of geotechnical investigations, property surveys, and other reports and data requested, if available, as well as any previous reports or other data relative to the Project.

1.3 Definitions

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

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

- a. Open web steel joists and joist girders.
- b. Wood trusses.
- c. Combination wood and metal, and plywood joists.
- d. Precast concrete elements.
- e. Prefabricated wood or metal buildings.
- f. Tilt-up concrete panel reinforcement and hardware required for lifting to position.

- 1.3.3 Specialty Engineer is an engineer who is legally responsible for sealing plans and designs for Pre-Engineered Structural Elements, which become part of the building. The Specialty Engineer is usually retained by a supplier or subcontractor who is responsible for the design, fabrication and (sometimes) installation of engineered elements.
- 1.3.4 Secondary Structural Elements are elements that are structurally significant for the function they serve but do not contribute to the strength or stability of the primary structure designed.
- 1.3.5 Reimbursable Expenses are expenses incurred directly or indirectly in connection with the project such as, but not limited to, transportation, meals and lodging for travel, long distance telephone calls and facsimile transmissions, overnight deliveries, courier services, professional services sales taxes, and the cost of reproductions beyond those normally required for coordination and information purposes.
- 1.3.6 Fast Track Projects are projects in which any portion of the contract drawings are released for

pricing/ bid/fabrication, or are submitted for building permit prior to such issuance of full design team documents.

Prepare construction observation reports.

Section 2 - Basic Services

2.1 General

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

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

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

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

Section 3 - Additional Services

3.1 General

- 3.1.1 Services beyond those outlined under Basic Services may be requested. These services may be provided by the SER under terms mutually agreed upon by the Client and the SER.
- 3.1.2 Special Services are services that may or may not be foreseen at the beginning of design stages, and are not normally included as Basic Services. Examples include, but are not limited to:
 - 1) Tenant-related design services.
 - 2) Services related to special dynamic analyses such as spectrum or time-history response to seismic forces, or floor-response analysis for footfall or vibratory equipment.
 - 3) Services related to special wind analyses, such as wind-tunnel tests, etc.
 - 4) Services related to "seismic risk" analysis.
 - 5) Studies of various schemes to accommodate special energy requirements.
 - 6) Services connected with the preparation of documents for alternate bids or for segregated contracts for phased or fast track construction.
 - 7) Continuous and/or detailed inspections of construction.
 - 8) Design or field observations of shoring and bracing for excavations and buildings, or underpinning of adjacent structures.
 - 9) Design or review related to contractor's construction related equipment, e.g., cranes, hoists, etc.
 - 10) Design of swimming pools.
 - 11) Design for future expansion.
 - 12) Filing application for and obtaining a building permit.
 - 13) Preparation of "as-built" or record set of drawings.
 - 14) Preparation of shop or fabrication drawings, for example, tilt-up wall panel drawings, reinforcing and structural steel detailing, etc.
 - 15) Review and determination of structural fire resistance requirements.
 - 16) Providing construction observations in excess of those required determining if construction is in general conformance with the structural portions of the construction documents.

- 3.1.3 Extra Services - These are services that arise as a result of unforeseen circumstances during the design or construction process.

Examples include, but are not limited to:

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

Section 4 - Fees and Payments

4.1 Fees and Other Compensation

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

4.2 Payments on Account

- 4.2.1 Invoices for the SER's services shall be submitted, at the SER's option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered PAST DUE if not paid within 30 days after the invoice date.
- 4.2.2 Retainers, if applicable to this Project, shall be credited to the final invoice(s).
- 4.2.3 Any inquiry or questions concerning the substance or content of an invoice shall be made to the SER in writing within 10 days of receipt of the invoice. A failure to notify the SER within this period shall constitute acknowledgement that the service has been provided.

4.3 Late Payments

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

Section 5 - Insurance, Indemnifications & Risk Allocation

5.1 Insurance

- 5.1.1 The SER shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance and automobile liability insurance to protect the SER from claims for negligence, bodily injury, death, or property damage which may arise out of the performance of the SER's services under this Agreement, and from claims under the Workers' Compensation Acts. The SER shall, if requested in writing, issue certificate confirming such insurance to the Owner.
- 5.1.2 Albertson Engineering Inc. shall maintain professional liability insurance coverages with limits no less than \$1,000,000 per claim, \$1,000,000 aggregate. The policy's retroactive date must be not later than the date that Professional Services commenced under the terms of this contract and Albertson Engineering Inc. must continue cover coverage for a period of not less than two years after all Professional Services under the terms of this contract are completed.

this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.

5.2 Indemnifications

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

Section 6 - Miscellaneous Provisions

6.1 Reuse of Documents

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

6.2 Opinion of Probable Construction Costs

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

6.3 Hidden Conditions

- 6.3.1 A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the SER shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with

6.4 Termination, Successors and Assigns

- 6.4.1 This agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Owner shall pay the Engineer for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.
- 6.4.2 The Owner and the SER each binds himself or herself, partners, successors, executors, administrators, assigns and legal representative to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.
- 6.4.3 Neither the Owner nor the SER shall assign, sublet or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the SER from employing such independent consultants, associates and subcontractors, as he or she may deem appropriate to assist in the performance of services hereunder.

6.5 Disputes Resolution

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

CERTIFICATE OF INCUMBENCY AND AUTHORITY

Name of Corporation: City of Deadwood, SD
 State of Organization: SD
 Federal Tax ID Number: 466000091

The undersigned, being an Officer of the Corporation responsible for maintaining the Company's Articles of Incorporation, Bylaws (or equivalent) and other Company records, is familiar with the terms of such Articles, Bylaws (or equivalent) and other records, and hereby certifies to Altec Capital Services, LLC ("ACS" or "You") that all information set forth herein is complete, true and authentic.

The undersigned further certifies that:

1. The Company is in good standing in all jurisdictions in which it is required to be qualified to do business, and that the Company is not scheduled to terminate its existence within ten (10) years of the date hereof.

2. Each member, manager, officer or agent that is named below (each named person hereinafter referred to as an "Authorized Person") has the authority and has been duly authorized and directed on behalf of the Company by (i) a resolution or other appropriate legal action by the Board of Directors, Members, or Manager or (ii) the Company's charter or organizational documents to negotiate, execute and deliver, from time to time, contracts, guaranty's, lease agreements or equipment financing agreements and other similar documents executed or to be executed in connection therewith (the "Transaction Documents"), all to be in such form and contain such terms as the Authorized Person signing the same shall approve, her/his approval to be conclusively evidenced by her/his signature thereon.

3. No further action by the Company or its shareholders is required to authorize the Authorized Persons to take the acts and deeds, to negotiate, execute and deliver the Transaction Documents, and to carry out the terms and intentions contemplated by this Certificate; and the execution, delivery and performance of the Transaction Documents contemplated hereunder and the Transaction Document do not and will not violate any provision of the Articles of Incorporation or Operating Agreement (or equivalent) of the Company or of applicable law or require any additional corporate action or third party consent.

4. From time to time you may receive forms, documents, instruments and information that have been electronically signed and either e-mailed or faxed to you or your designee (collectively, "Electronically Signed Items") relating to lease, loan and/or other financing transactions between you and us. We understand that many of these Electronically Signed Items will result in actions on your part, including, but not limited to, extensions of credit, lease financing or other financial accommodations, or will be relied upon by you in servicing our financing, equipment leasing and other needs. We hereby authorize you and your successors and assigns to act on, or rely on, the Electronically Signed Items if, in your sole opinion, you believe that they come from us.

- We understand that your acting on, or relying on, Electronically Signed Items creates risks for you. As a result, to induce you to accept Electronically Signed Items and to act on them and/or rely on them, we agree to the following terms and conditions:
- Each Electronically Signed Item received by you will be deemed the original of such Electronically Signed Item, and you may, upon receipt of an Electronically Signed Item, act on it and/or rely on it.
- We will ensure that the Electronically Signed Items which you require to be executed are executed by a person or persons duly authorized to contract with you, or to verify for you the information contained in the Electronically Signed Items. We understand that you will not see or be provided with an ink signed document underlying the Electronically Signed Items, and that you may have no means of verifying that (i) the signature or the entries on an Electronically Signed Item are authentic, or (ii) the document underlying an Electronically Signed Item bears an authorized signature. We agree that you will not be required to verify that the signatures or any other entries on the Electronically Signed Items are authentic signatures or entries, and that you will only be required to examine such Electronic Signatures to confirm that on their face they appear to bear the name of the person [one of the persons] identified in Section 11 below. As you are agreeing to receive Electronically Signed Items as an accommodation to us, we accept the risk that an Electronically Signed Item, whether received by you before or after the date of this Agreement, may not in fact contain authentic signatures or entries, and we agree to be bound by any actions taken by you in reliance on any Electronically Signed Items whether or not the Electronically Signed Items were made or sent with or without our authority, knowledge or consent.
- We will, immediately on demand without setoff or counterclaim, reimburse and indemnify you and your affiliates, successors and assigns against, and hold you and your affiliates, successors and assigns harmless from, any damages, losses, liabilities, claims (including, but not limited to, third party claims), obligations, penalties, actions, judgments, suits, costs and/or expenses, of any kind whatsoever and howsoever caused, including, but not limited to, attorneys' fees and/or expenses, paid or suffered or incurred by, or imposed upon, you or your affiliates, successors and assigns directly or indirectly as a result of, or in any way connected with, (i) the Electronically Signed Items, (ii) your treating any Electronically Signed Item as an original of the Electronically Signed Item, or (iii) your enforcement of your rights and privileges under this Agreement. The termination of this Agreement will not terminate your or your affiliates' successors' and assigns' rights under this provision with respect to all Electronically Signed Items sent to you for action or reliance before this Agreement is terminated.
- We understand that you will accept, act on, and rely on Electronically Signed Items as a convenience to us, and that you may at any time notify us that you will no longer accept, act on, or rely on Electronically Signed Items or that this Agreement is terminated.

- We understand that the sending and receiving of Electronically Signed Items may be interrupted by industrial disruption, government, fires, power failures, earthquakes, equipment malfunctions, civil disturbances or other causes or events not within your control.
- We understand that some Electronically Signed Items may constitute electronic documents (including "electronic chattel paper" under the Uniform Commercial Code.) We agree that you or any person to whom you transfer electronic chattel paper or other electronic documents shall have the right to convert the electronic documents at any time into a paper-based document (each, a "Tangible Item"). We agree that with respect to each Tangible Item:
 - the Tangible Item will be an effective, enforceable and valid document governed by the applicable provisions of the Uniform Commercial Code in effect in the jurisdiction named in our master agreement with you as providing governing law, or in the jurisdiction set forth in the Tangible Item itself if different;
 - either your Electronic Signature on the electronic version or your ink signature on Tangible Item when so converted will constitute your signature of the applicable document;
 - We intend that the printed representation of our Electronic Signature on the Tangible Item that results when you convert the electronic document from the system in which the electronic document is stored will be our original signature on the Tangible Item and will serve to indicate our intention to authenticate the Tangible Item;
 - the Tangible Item will be a valid original writing for all legal purposes; and
 - upon conversion of an electronic document to a Tangible Item, our obligations under the agreement represented thereby shall automatically transfer to and be contained in the Tangible Item, and we intend to be bound by such obligations.
- We agree that our obligations under this Agreement are unconditional and continuing whether or not any or all the actions taken on documents issued pursuant to any Electronically Signed Item has expired or otherwise terminated.
- We understand that we may not assign our obligations under this Agreement to any person or entity without your prior written consent.
- This Agreement will be governed by, and be construed in accordance with, the laws of the State of Alabama.
- We agree that until this Agreement is terminated or amended to provide otherwise, and without further reference in any other document, this Agreement will apply to and govern the sending of all Electronically Signed Items to you.

5. All previous acts and deeds by any Authorized Person in carrying out the terms of this Certificate are hereby ratified, approved and confirmed.

6. This Agreement inures to the benefit of Altec Capital Services, LLC and its successor and assigns.

Authorized Persons: EACH PERSON WHO SIGNS THE LEASE, GUARANTY, ANY SUPPLEMENT, DELIVERY AND ACCEPTANCE CERTIFICATE, OR EQUIPMENT FINANCE AGREEMENT SHOULD SIGN BELOW.

Each of the following persons has the title set forth following his/her name and has been duly authorized by the Company to execute, deliver and perform under any agreements with ACS contemplated by this Certificate or any documents related thereto, you are authorized to accept and rely on any Electronically Signed Items that bear the name of the following persons, and the signature set forth opposite each such person's name is the genuine signature of such person:

Name:	Signature:	Title:
(Name – Type or Print)	(Signature)	(Title – Type or Print)
(Name – Type or Print)	(Signature)	(Title – Type or Print)
(Name – Type or Print)	(Signature)	(Title – Type or Print)

The undersigned officer, who did not sign in the box above, agrees that the Company will notify ACS in writing of any change in Authorized Persons. Unless and until such notice has been received by ACS, ACS shall be entitled to assume that this Certificate remains in full force and effect, and that all persons named herein as Authorized Persons shall continue to have full authority as set forth above.

The undersigned has duly executed this Certificate as of _____,

Signature: _____
 Print Name: _____
 Title: _____

829 QUINCY ST., STE. A - -
Phone: 605-341-3873 - Fax: 605-341-9152 - Email:

QUOTE

Date	Quote #
2/22/2021	KTCQ28431

Bill To: City of Deadwood
Tom Kruzel
67 Dunlop Avenue
Deadwood, SD 57732

Phone: (605) 645-8447
Fax:

Ship To: City of Deadwood
Tom Kruzel
67 Dunlop Avenue
Deadwood, SD 57732

Phone: (605) 645-8447
Fax:

Terms	Rep	P.O. Number
Net 15	Brad Lappe	

Qty	Description	Unit Price	Ext. Price
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Zoom Room Video Conferencing System

System includes a Sound Lift system using the ceiling array microphones to amplify audio from the front half of the room to the rear and vice versa.

System is a stand-alone easy to use platform controlled through an iPad.

System is BYOD allowing wireless connection to share content through Zoom with onscreen instructions on how to connect.

"Scheduling iPad" included and to be mounted outside the Council Chambers to display upcoming meetings.

Zoom working with Municode per Brian Gilday from Municode:

The basic thing to know as it relates to video is that Deadwood's website and meeting agendas work best with YouTube, Vimeo, or other major video providers.

All you need is the URL to the video and to ensure that the video is set to 'allow embedding'.

Zoom comes with a free YouTube integration that allows for automatic streaming of Zoom meetings to your YouTube channel.

Once the Zoom meeting is over, you simply need to go to YouTube (or Vimeo, etc.) ,copy the YouTube URL for that meeting an then paste it into Municode Meetings. It will push the content to the City of Deadwood website automatically.

* City of Deadwood will purchase their ZOOM Plan directly from ZOOM

Video - Two 75 Inch Screens - Two Video Conferencing Cameras

\$7,315.00

2.00	LG 75" Class LED 4K UHD TV with HDR
2.00	PTSM 32" to 85" Tilting Mount
1.00	HP Elitedesk 800 G5 Mini i7-9700T 16GB 512GB SSD W10P64
1.00	HP Mounting Bracket for Mini PC, Flat Panel Display
1.00	StarTech 3ft (1M) DP to HDMI Adapter Cable
1.00	StarTech 10ft (3M) DP to HDMI Adapter Cable
1.00	Apple - 10.2-Inch iPad (Latest Model) with Wi-Fi - 32GB - Silver
1.00	Heckler AV Zoom Rooms Console for iPad 10.2-inch 7th Generation with Redpark® Gigabit + PoE Adapter

829 QUINCY ST., STE. A - -
Phone: 605-341-3873 - Fax: 605-341-9152 - Email:

QUOTE

Date	Quote #
2/22/2021	KTCQ28431

Qty	Description	Unit Price	Ext. Price
1.00	Tripp Lite 10ft Lightning USB/Sync Charge Cable for iPad		
1.00	Anker USB 3.0 SuperSpeed 10-Port Hub Including a BC 1.2 Charging Port with 60W		
2.00	AVer CAM540 Video Conferencing Camera - 30 fps - USB 3.1 - 3840 x 2160 Video - CMOS Sensor - Auto-focus		
2.00	Tripp Lite 33ft USB Active Repeater Cable A M/F		
2.00	UGREEN AC to DC 5V 2A Power Supply Adapter		
Audio - In-Ceiling Microphones and Speakers			\$14,666.00
2.00	Shure Microflex Advance Ceiling Array Microphone White		
1.00	4 Input Cards - Signal Processor with BLU link and Dante/ AES67		
4.00	JBL 4" In Ceiling Speakers w/transformer (Pair)		
1.00	JBL 2 x 120W 4 Ohm 70V CS Power Amplifier		
Scheduling Display Outside Conference Room			\$748.00
1.00	Apple - 10.2-Inch iPad (Latest Model) with Wi-Fi - 32GB - Silver		
1.00	Front Mount for iPad 10.2-inch Secure Enclosure for iPad 10.2-inch 7th & 8th Generation for Room Scheduling		
1.00	Redpark Gigabit + PoE Adapter for iPad Ethernet Power & Data Adapter with Lightning Cord		
Installation, Training and Supplies			\$10,080.00
1.00	Cable, terminations, and mounting supplies		
1.00	Installation, setup, and training.		

SubTotal	\$32,809.00
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$32,809.00

Please sign and return to confirm order.

Signature: _____

Date: _____

This proposal is valid for 7 days from the quote date.

Payment Terms 100% down on product and 50% down on installation labor. Government and educational customers will require a purchase order and in some cases the above payment terms may apply.

Minimum 15% restocking fee with original packing if items are within return guidelines of the manufacturer.



Outlaw Square Policies and Procedures Produced 02/23/2021

1. Outlaw Square Mission and Purpose

2. Outlaw Square Policies

- a. Prohibited Items and Behaviors
- b. Banners and Signs
- c. Parking
- d. Internet/WIFI
- e. Seating
- f. Credit Cards

3. Branding Guidelines

- a. Use of the Outlaw Square Logo
- b. Naming Rights

4. Rental Policies

- a. Organizational Roles
- b. Application Procedure
- c. Rental General Information

5. Venue Rental Areas and Fees

- a. Venue Rental Fees
- b. Labor Fees
- c. Ice Rink Fees
- d. Ice Rink Rentals
- e. Refunds/Cancellations
- f. Event Promotion
- g. Required Paperwork
- h. Clean up/Trash Removal
- i. Damages to the Property

6. Street Closures/City of Deadwood**7. Quality Standards/Code of Conduct**

- a. Renter/Attendee
- b. Band/Entertainment

8. Insurance

- a. Comprehensive General Liability
- b. Additional Insured
- c. Insurance Restrictions

9. Vendors

- a. Food Vendors
- b. Craft Vendors
- c. Generators

10. Alcohol Policy

- a. Right of First Refusal
- b. Identification
- c. Wristbands
- d. Permits
- e. Sale and Use

11. Emergency Procedures

- a. Security
- b. First Aid

12. Facility Information

- a. Electricity
- b. Lighting
- c. Garbage
- d. Noise Ordinance
- e. Weather
- f. Restrooms

13. Disclaimers**14. Equipment and Additional Charges**

- a. Equipment Included in all Venue Rentals
- b. Additional Equipment

For the purpose of this manual, “Outlaw Square” and “OS” may be used interchangeably, as well as “Deadwood Chamber of Commerce” - “DCC” and “City of Deadwood” and “COD”.

The COD is the owner of Outlaw Square and is a legal governmental entity. Outlaw Square is managed by the DCC through dedicated staff assigned to Outlaw Square.

1. Outlaw Square Mission and Purpose

Outlaw Square is the result of a community effort directed toward the development of a local gathering space which will accommodate a variety of events for the public. **Our mission is to enrich the community, its citizens and its visitors by offering a central gathering place that hosts a wide variety of events and activities to build a stronger Deadwood and promote our rich history.**

Outlaw Square shall provide the community with a facility for internally produced programming that will make a broad range of entertainment, social, educational, sporting, historic and cultural events available to the community.

2. Outlaw Square Policies

a. Prohibited Items and Behaviors

Due to safety concerns, glass bottles are prohibited.

Motorized vehicles may not be driven into OS events at any time, including to unload. Only OS, COD or DCC owned or approved operational equipment used by hired contractors or maintenance personnel may be driven within OS. Motorized vehicles may not be on display within Outlaw Square, unless approved in advance, in writing from Outlaw Square staff. Trailers are also not allowed within Outlaw Square without permission, and any food or beer vendors locations will be determined by Outlaw Square staff. Additional City of Deadwood permits may apply.

BBQ Grills may not operate within Outlaw Square unless approved by Outlaw Square staff for events.

Smoking and vaping within Outlaw Square is strictly prohibited, this includes staff, renters, volunteers, attendees, vendors and service providers.

Umbrellas, tents, or other privately-owned shading devices are not allowed if they are obstructing the view of others, as determined by OS staff or event security.

No unapproved handouts, coupons, or flyers may be distributed at events. The only authorized distributors are the sponsors and registered vendors specific to the event.

Leashed dogs are allowed in Outlaw Square along with registered and marked service animals. No other animals are allowed in OS unless part of specific event.

Events must be complete no later than 10 pm, pursuant to Deadwood City Ordinances.

b. Banners and Signs

Banners and signs must be in good taste, must be installed in a professional manner at locations approved by OS and COD staff, and cannot obstruct the view of participants, the movement of foot traffic, or the accessibility of emergency vehicles. Management reserves the right to confiscate signs that are in violation of the OS and COD banner policy. All banner placement must be included on the event layout which is submitted to OS and COD for approval. Displays or advertising shall not violate any right to privacy or infringe upon trademarks, trade names copyrights or proprietary rights of any person.

The City Planning and Zoning Administrator of the City of Deadwood can order to be removed any displays that are not appropriate in connection with the intended use of the Outlaw Square.

c. Parking

It is recommended that attendees use the nearby COD Parking Garage or COD Parking Lots. There will be no on-street trailer parking. Anyone involved in an event at Outlaw Square must follow all Deadwood City Ordinances and associated policies.

d. Internet/WIFI

Deadwood's Historic Main Street and OS offers free public WIFI, however OS does not currently provide a secure, reliable internet connection. Renters should be prepared with a backup plan in case of internet issues.

e. Seating

Portable chairs brought in by attendees are allowed at most events; however, some events have an expected crowd that will cause OS to restrict the use of portable chairs. Refer to event correspondence to confirm that the event is not standing-room only. Renters have the right to allow or disallow chairs at their event.

f. Credit Cards

OS does accept credit card payments. Additional fees may apply.

3. **Branding Guidelines**

a. Use of Outlaw Square Logos

- i. Renters may not use any Outlaw Square logos for the promotion of their events or on any printed materials, unless approved by OS staff. OS logos may not be altered in any way, including the color and orientation.
- ii. Summer Season is from May-October and features the Sluice box and small water fountains depending on weather conditions.
- iii. Winter Season is from November-April and features a synthetic Ice Rink.
- iv. The OS stage can be utilized all year round.

b. Naming Rights and Outlaw Square sponsorships

Outlaw Square provides opportunities for sponsorships and naming rights to organizations and individuals. Please contact OS Operations Manager for sponsorship packet.

4. **Venue Rental Policies**

When not in use for internally produced events, Outlaw Square may be made available for the exclusive or non-exclusive use of persons or groups, for a limited period, upon issuance of a reservation and approval, subject to venue rules and regulations. Scheduling is subject to venue availability, and considerations of annual events and recurring series. Gatherings of more than 20 people or any event that has production elements require a rental application.

a. Organizational Roles

- i. *Role of the Outlaw Square Operations Manager:*
 - Act as the primary point of contact for the renter
 - Review all applications for venue rental
 - Help to identify the specific needs of the renter
 - Recommend quality service providers, as needed
 - Review all written requests for approval
 - Ensure Renter follows all City and OS rules and regulations
 - Present special requests to the DCC Executive Director and if necessary the DCC Board of Directors
 - Provide official OS blank site plan
- ii. *Role of the Renter:*
 1. Submit all required paperwork in a timely manner

2. Coordination specific to the event
3. Regular communication and status updates to the OS OM
4. Submit all required City permits, provide copies to OS
5. Enforce all City and OS rules and regulations
6. Submit proof of required insurance to OS
7. All budget management for the event
8. Provide OS with a final event layout using the provided blank site plan, for approval by OS staff
9. Submit final numbers of attendees for OS records

b. Application Procedure

1. Complete the online application that can be found at www.outlawsquare.org/rental agreement
2. Your application may either be approved or denied based on the event details that are given and the availability of the venue.
3. If the application is approved, a deposit is required to confirm the rental. If we have not received the deposit within 60 days of the scheduled event, we reserve the right to cancel your reservation.
4. A formal contract will be sent to the applicant for review and signatures. A deposit equal to half of the rental fee must be submitted at this time.
5. An OS representative will contact you to schedule an initial walkthrough of the space. A second walk-through is required at least 30 days in advance of the event, in order for OS staff to approve the renter's site plan.
6. After the event is complete, refer to the After-Event Checklist to ensure that the venue is left in an acceptable condition.
7. An invoice will be mailed out within 3 business days after your event. The invoice will list all charges, apply the deposit paid if applicable, and show any balance due. Full payment must be remitted immediately on receipt of the invoice. Late fees will be incurred if the full payment is received more than 10 business days after the event.

c. Rental General Information

- i. Rental agreements are not transferable to another individual or organization, and the main contact person must be on site for the duration of the event.
- ii. Outlaw Square is an outdoor, open-air public event space. At all events, it will be reasonable to expect that uninvolved citizens will enter OS during the event and may not be denied entry to the public portions of OS including the restrooms, **with the exception of ticketed event, when OS is rented by private entity or fenced/cordoned off for ticketed private event.**

- iii. Prior approval is required before any materials, decorations or paper can be affixed to the walls, buildings, stage, or posts.
- iv. All event content including movies and music must be appropriate for attendees of all ages and must refrain from any vulgar or profane content. All media licensing fees and permits are the responsibility of the renter and proof of issuance must be provided to OS.
- v. Renters will adhere to the approved event layout; any changes must be approved by the Operations Manager. Points of egress must be maintained, and at no time may any emergency access points be blocked. The Deadwood Fire or Police Department and/or code enforcement may be on-site to ensure compliance and to address any concerns.
- vi. Renters are responsible for enforcing OS venue policies and rules and are held responsible for the behavior of their staff, volunteers, vendors and attendees.
- vii. Tents within OS must be installed and secured by OS staff or a professional and insured tent company. Depending on tent size, an inspection may be required by the Fire Department. All structures, tents, awnings and shades must be indicated on the site plan.
- viii. All final site plans must be approved by Outlaw Square staff and may not be changed once they have been approved.
- ix. Access to a reasonable amount of non-potable water at OS is available for the use of renters with assistance from Outlaw Square staff. Hook-ups for potable water are not available for vendors. Additional fees may apply for excessive water demands.
- x. Renters who plan to show any movie at Outlaw Square must obtain and provide proof of a permit from the movie licensing agency, or proof of public domain status for the film that they are showing.
- xi. All event deliveries must be received by event holder. Deliveries may not be received by the Deadwood Chamber of Commerce or Outlaw Square. Extra fees may apply for delivery, pick-up and/or storage of materials outside of scheduled event times.

5. Venue Rental Areas and Fees



Venue Rental Fees and deposit

Entire Square - A

\$2,500 Full Day (13 hours)

\$1,250 ½ Day

\$400 each additional hour

Multi-Use Space & Gazebo – B

\$1,000 Full Day (8 hours)

\$700 (4 hours)

\$400 (2 hours)

\$150 each additional hour

Stage Only – C

\$1,000 Full Day (8 hour)

\$700 (4 hours)

\$400 (2 hours)

\$150 each additional hour

Max XXL Screen Rental - \$750 (on site) –

\$2500 (off site)(off site rental must provide insurance coverage)

All rental fees will have 6.5% sales tax added to cost.

50% deposit required to ensure proper use, care and clean-up during rental of the space.

~~*The Sluice Box and Restrooms are not available for exclusive use by individuals, non-profits or companies. These areas must remain open to the public during regular business hours.~~

- a. Rental generally includes limited use of OS owned tents, tables (set up by OS Staff), and chairs. Inventory of available equipment available upon request.

Once confirmed, events held at Outlaw Square will be listed on website calendar.

Contact us for custom Birthday party areas for food & refreshments and presents/games.

Rental form and fees will be required upon approval of event.

b. Labor Fees

OS Staff are required on site at all events to ensure cleanliness and safety of the grounds.

\$50 per hour if needed for set up and tear down

Additional Staff may be added as seen fit by OS depending on size of the event.

c. Ice Rink Fees

1. Adults (13 and over) includes skate rental	\$5.00
2. Youth (Under 12) includes skate rental	\$4.00
3. Skate Rental	\$4.00
4. Skate Trainer	FREE
5. Helmets	FREE
6. Family Bundle 10 punch (12 & under)	\$45.00
7. Family Bundle 10 punch (13 & over)	\$75.00
8. Season Pass (12 & under)	\$65.00
9. Season Pass (13 & under)	\$90.00

d. Ice Rink Rental

Private Ice Rink rental is subject to availability. The price includes exclusive use of the Ice Rink and all rental equipment for your guests. The number of rental skates in popular sizes may be limited. Renters will contact OS for pricing information.

e. Refunds/Cancellation

- i. OS does not issue refunds for rental fees.
- ii. If the event is cancelled due to extreme weather conditions, the event will be rescheduled to a reasonable and available date, but additional costs may be incurred.

f. Event Promotion

- i. Do not promote events as taking place at Outlaw Square until all contracts have been signed. This includes social media.

- ii. OS may employ an official staff photographer, who will be granted all access to events at OS. These photos may be used for future OS promotional purposes at no cost and without watermarks to OS. Renters are able to take photos as well.

g. Required Paperwork

Renters must submit the following **60 days** in advance of the event:

1. Online Application
2. Full Deposit
3. Proof of insurance, listing The City of Deadwood and The Deadwood Chamber of Commerce/Outlaw Square as additionally insured.
4. Event Layout
5. City of Deadwood Special Event Application
6. List of all vendors and service providers
7. Link to performances of any band before they are hired by the renter, for approval.

h. Clean Up/Trash Removal

- i. Set up times must be strictly adhered to, as well as clean up times. Additional charges will be issued to those who operate outside of the scheduled time.
- ii. Outlaw Square must be left in the same condition as it was found. Additional fees will apply if extra cleanup is needed, with a possible forfeit of the entire or a portion of the renter's deposit as determined by Outlaw Square staff. Failure to leave the venue in an acceptable condition may result in rejection of future event applications.
- iii. Outlaw Square provides limited trash cans within the venue. If determined that the event will require additional trash containers, the renter must contact an approved private sector contractor to arrange for additional trash services. Trash cans may not be overflowing at any time during or after the event and must be emptied by event volunteers or renter's staff. Full trash bags must never be dragged as they leak fluids onto the concrete at Outlaw Square and it is very difficult to remove. Hand carts or roll-away trash cans must be used to transport full trash bags to the dumpster. Trash cans should be left completely empty upon leaving.

i. Damages to the Property

The organization or individual reserving the space assumes all responsibility for damage to Outlaw Square property and for leaving the premises in the same condition in which it was found. Damage to the facility or equipment will be billed directly to the organization or individual responsible for the

rental as indicated by the application signature. Any damage is to be reported immediately to an OS staff member. If there is any damage, breakage, theft, breach of communicated time limit or excessive clean up, the amount to cover such occurrence will be retained by management from this security deposit. If the cost exceeds the security deposit, the client will be billed for the balance.

If all clean-up procedures were followed and no damage is present, the deposit will be credited to the final cost of the event.

6. Street Closures/City of Deadwood

Applications for street closures must be made to the City of Deadwood at least **60 days** in advance of the event. A road closure security crew or traffic control flagging may be required for set up.

7. Quality Standards/Code of Conduct

a. Renter/Volunteer/Vendor/Attendee Conduct

Outlaw Square is dedicated to providing a safe and enjoyable experience to the community and visitors. When attending, performing or planning an event at OS, renters/volunteers/vendors/attendees are required to refrain from the following:

1. Behavior that is socially unacceptable, offensive, unruly, inappropriate, or illegal
2. Using or displaying foul or inflammatory language or gestures
3. Statements that may be considered threatening or insightful
4. Verbal or physical harassment of others
5. Interfering with the progress of an event
6. Failing to follow instructions from Outlaw Square staff or security.
7. Intoxication or other signs of alcohol impairment by renters or volunteers that results in irresponsible behavior
8. Smoking or vaping is strictly prohibited
9. Renters are responsible for the conduct of their staff, volunteers, vendors, service providers and entertainment. OS may at any time require the removal of person(s) who are not adhering to these policies.

b. Band/Entertainment Conduct

In addition to the above, bands and other entertainment providers are prohibited from derogatory behavior while on stage. Political or inflammatory statements are not allowed, and band members must dress in a tasteful manner, appropriate for all ages and the family-friendly nature of Outlaw Square. Bands who do not adhere to this policy may be removed from the venue and will not be allowed to perform in the future. All bands and

entertainment must be preapproved; renters will submit a video link to OS 30 days prior to the event.

8. Insurance

a. Comprehensive General Liability

Liability insurance is required for all events. Renters must provide a certificate of insurance by (a) an extension of a homeowner's policy; (b) a business liability policy; or (c) purchasing a special event policy. Applicants must provide this certificate 30 days prior to the date of your event. The limits of liability are 1 million dollars (\$1,000,000,000) per occurrence, and 2 million dollars (\$2,000,000,000) aggregate.

b. Additional Insured

All renters, food vendors and alcohol vendors must list the Deadwood Chamber of Commerce/Outlaw Square and The City of Deadwood as additionally insured on their policy. A copy of the Certificate of Insurance (COI) must be submitted to OS at least 30 days in advance of the event.

c. Insurance Restrictions

Inflatables, amusement rides, trampolines, and other attractions are subject to approval on an individual basis and may be prohibited by Outlaw Square insurance regulations. Intent to use these items must be discussed and approved with OS staff in advance. These attractions may be deemed high risk activities and may require additional waivers of liability to be signed by participants. Renters must provide proof of insurance coverage that specifically addresses these attractions.

9. Vendors

All vendors participating in an event must have a sales tax number from the State of South Dakota and must submit tax directly to the State of South Dakota upon completion of the event. The City of Deadwood also requires vendors to follow Deadwood City Ordinance Chapter 5.28.

a. Food Vendors

All food vendors must complete the OS application process before being confirmed for any events. Food vendors must be insured and have current South Dakota Department of Health documentation. Only pre-approved vendors will be allowed at the event. Food vendors may not deviate from their submitted menu for the event. Food vendors must submit a photo of their truck or trailer, and may not add additional tents, tables or chairs outside of their space requirements, as indicated on their application.

b. Craft Vendors

All craft vendors must complete the OS application process before being confirmed for the event. The City of Deadwood also requires vendors to follow Deadwood City Ordinance Chapter 5.28, and must remit sales tax directly to the State of South Dakota. Only pre-approved vendors will be allowed at the event. Craft vendors may not deviate from the list of submitted items for sale. Outlaw Square Staff reserves the right to not allow vendors to sell any items that are deemed inappropriate or objectionable for our family-oriented audience.

c. Generators

No generators are allowed within Outlaw Square unless written permission from OS staff has been obtained prior to the event. Generators are only allowed on the street. All generators must be quiet, non-polluting, and in neat and clean condition. Generator noise may not exceed 60 decibels.

10. Alcohol Policy**a. Right of First Refusal**

Outlaw Square reserves the right of first refusal to sell and benefit from the sale of alcohol at all events, including events held during a venue rental.

b. Identification

Anyone purchasing or consuming alcohol must have proper state-issued identification that proves that the holder is of legal drinking age (21). Anyone unable to produce a legal ID will be denied the opportunity to purchase or drink alcohol at Outlaw Square, no exceptions. All staff and volunteers that handle or pour alcohol must also be age 21 or older. At no time may an underage person come in contact with any kind of alcohol at any time at Outlaw Square.

c. Wristbands

Renters must provide wristbands for anyone over the age of 21 who is purchasing or consuming alcohol.

d. Permits

The City of Deadwood requires permits for events wherein any alcohol is involved. To apply and confirm all city permits, contact the City of Deadwood Finance Office at 605-578-2600. These required permits are time sensitive and must have advance planning.

- i. **Open Container Permit** - required for all outdoor events that include alcohol

- ii. **Malt Beverage Permit-** required for all beer and wine sales. These are not available for use at Outlaw Square without prior authorization and permitting from COD and OS.
- iii. **Liquor Permit-** required for events where liquor and spirits are served or sold in addition to beer and wine and must be held by a licensed vendor with a retail liquor license and provide liability insurance.

e. Sale and Use

- i. If OS chooses not to reserve the right to sell alcohol at the event, renters may work with a vendor who holds a City of Deadwood retail liquor license and provides proper insurance coverage for entities and facility.
- ii. Sampling by beer distributors, distilleries or licensed vendors is permitted, with proper City of Deadwood approval and necessary permits.
- iii. Attendees may not take alcoholic beverages outside of the venue, pursuant to Deadwood City Ordinance unless an open container event has been approved. Renters must hire security, at their expense, to enforce this code if alcohol will be served.
- iv. Last call for alcohol will be 30 minutes prior to the scheduled event ending time.
- v. All events where alcohol is served or sold requires professional security, and could possibly require, at the City's request, off-duty police officers to patrol the area.
- vi. Attendees may not bring any outside alcohol into Outlaw Square at any time.

11. Emergency Procedures

a. Security

- i. All security at events must be handled by a professional, insured security firm, with the number of personnel on site to meet or exceed the industry standard and to be determined by the firm. The number of security guards will be determined based on the nature of the event, the expected attendance, the event duration and the availability of alcohol.
- ii. Employees must contact either the Operations Manager or the DCC Executive Director immediately if an emergency situation occurs. An Incident report must be completed by the senior staff on duty.
- iii. Some events may require additional City of Deadwood Police Department presence, as determined by the City of Deadwood. Additional fees may apply.

b. First Aid

A first aid station staffed by trained personnel is required for all events that expect more than 2000 people. EMT/Ambulance crew must be provided by renter

12. Facility Information**a. Electricity**

Access to electricity is included with venue rentals. Outlets are located throughout Outlaw Square. Renters will be shown the exact location and type of outlets during the initial venue walk-through.

b. Lighting

Permanent lighting at Outlaw Square includes controllable lighting throughout the venue. There is permanent stage lighting but if need additional lighting renters must contract with a lighting company to provide stage lighting. If vendor tents are used, additional lighting is recommended inside the tents if the event takes place after dark.

c. Garbage

There are permanent trash cans located through Outlaw Square. Garbage bags will be provided. Garbage cans should be constantly checked during the event and must be emptied before getting full. At no time should garbage cans be overflowing.

d. Noise Ordinance

All events must conclude no later than 10 pm, in accordance with Deadwood City Ordinances. DB maximum limit at Main Street is 98 db.

e. Weather

Outlaw Square is a year-round, outdoor, uncovered, open-air venue. Every event should be planned for worst-case-scenario weather. OS seldom cancels events due to weather, so a “rain or shine” policy should be included in all contracts that the renter has with artists, vendors, and service providers. All tents, shades and screens must be properly secured utilizing built in anchors or meet industry standard methods. Outlaw Square has the sole discretion to cancel any and all events due to weather and safety of public and facility.

f. Restrooms

- i. Restrooms are available on site and will remain open for the duration of the event. Restroom supplies will be provided by Outlaw Square and are covered by the rental fee.

- ii. Permanent restrooms at Outlaw Square include 2 stalls and 2 urinals for men, and 3 stalls for women.
- iii. Some events may require additional restrooms to be rented at the renter's expense, and will be at a location that is pre-determined by Outlaw Square staff. This is based on the length of the event, expected attendance and the presence of alcohol. Restrooms must be arranged to be removed immediately after the event.

13. Disclaimers

- a. Outlaw Square will not assume any responsibility for injury or accidents due to the activities conducted by event holders, or injury or accidents caused by materials provided by event holders.
- b. Outlaw Square is not responsible for damage to or theft of equipment or any property of vendors. Professional overnight security is required for 2-day events or events where equipment is left outside overnight.
- c. Organizations which do not fulfill their obligations as enumerated in this policy may be denied future use. A list of these organizations will be maintained and referenced periodically or as deemed necessary.
- d. Outlaw Square, its employees, volunteers, Deadwood Chamber of Commerce, Board of Directors and the City of Deadwood shall not be liable to any group, organization, or person attending an event. Any group, organization and person, jointly and severally, hereby agrees to, and shall indemnify and hold harmless The Deadwood Chamber of Commerce/Outlaw Square, The City of Deadwood, their employees, volunteers and the Board of Directors from any and all claims, suits, damages, losses or injuries which they may sustain, or are alleged to have sustained, while using any part of the venue, Sluice Box, or ice rink.

14. Equipment and Additional Charges

a. Equipment Included in all Venue Rentals

- i. Garbage bags (for permanent trash cans)
- ii. Restroom supplies
- iii. Use of brooms and other cleaning supplies

b. Additional Equipment

- i. Event holders will provide all their own supplies. OS will not provide any event supplies (i.e. batteries, zip ties, tools, ladders, extension cords, scissors, paper, tape, markers, etc.).
- ii. Outlaw Square owns a limited number of event equipment that can be used at an additional expense to the renter.
- iii. Outlaw Square can assist renters by securing the following products or services from vetted service providers, and will charge a 15% coordination fee:
 - Musicians/Bands
 - Entertainment
 - Security
 - Overnight Security
 - Stage Risers
 - Sound Technicians
 - Sound Equipment
 - Movie Screen
 - Table Linens
 - Crowd Barricades
 - First Aid Station
 - Rental of the Lyrics (based on availability)

The undersigned duly authorized representative of the rental party has read and acknowledges the Outlaw Square Policies & Procedures:

Organization: _____

By: _____

Printed Name: _____

Title: _____ Date: _____