



City Commission Regular Meeting Agenda

Monday, February 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. **Pledge of Allegiance**

2. **Roll Call**

3. **Approve Minutes**

[a.](#) Approval of minutes from January 19, 2021

4. **Approve Bills**

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

5. **Items from Citizens on Agenda**

[a.](#) Al Schaefer, Legislative Audit Closing Conference

6. **Consent Agenda**

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

[a.](#) Permission for Mayor to sign contract with TTG Enterprise to perform Phase two of Supervisory Control and Data Acquisition, SCADA. (approved January 19, 2021)

[b.](#) Acknowledge U.S. Dept. of Agriculture Forest Service, Fireveil Detection Device Special Use Permit Renewal

[c.](#) Permission for Mayor to sign Surface Water Discharge Permit Renewal Application with SD Department of Environment and Natural Resources

d. Extend 50 hours of vacation for Kip Mau until May 1, 2021.

[e.](#) Permission to pay Blackstrap, Inc. in the amount of \$8,022.05 for salt. (To be paid from Street Supplies)

[f.](#) Permission to pay Central Square Technologies (Zuercher) in the amount of \$5,600.15 for 2021 licensing fees. (To be paid from Police Professional Services.)

- g. Permission to hire Baylee Schultz as a Library Assistant at \$12.88 per hour effective February 16, 2021, pending pre-employment screening.
- h. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Kristi Eggers, Lawrence Howell and Jim and Carol Kratz
- i. Allow use of public property at the Event Complex for BHYFL 49ers Football July 15 - October 31, 2021 pending proof of insurance
- j. Allow use of public property at the Event Complex for Lead Deadwood Girls Softball June 18 through June 20, 2021
- k. Permission to pay BDTAID, Inc. for Phase 3 of the sign development package for the Deadwood Event Complex in the amount of \$2,901.75 to be paid from HP Capital Assets Event Complex line item.

7. Bid Items

- a. Results of bids opened on January 20, at 2:00 p.m. as advertised for Whitewood Creek Improvement Project - Phase 5. Five bids were received with one incomplete bid package. Staff recommends awarding the Phase 5 contract to Quinns Landscaping and Excavating in the amount of \$69,995.00. To be paid from the Parks Budget.

8. Public Hearings

- a. Hold public hearing for Retail (on-off sale) malt Beverage (RB-2445) and Retail (on sale) Liquor (RL-5542) License transfers from SRK Development LLC to DBUH, LLC dba Bullock Hotel at 633 Main Street.
- b. Hold public hearing for Retail (on-off sale) Malt Beverage (RB-21688) and Convention Center (on sale) Liquor (CL-0508) License transfers from SRK Development to DHIH, LLC dba Hickok's Hotel and Casino at 685 Main Street
- c. Set public hearing on February 16 for Convention Center (on-sale) Liquor License for Keating Acquisitions LLC at 51, 53, 55 Sherman Street.
- d. Set public hearing on February 16 for Wednesday Night Concert Series at Outlaw Square: street closure and open container in zone 1 and 2 on select Wednesdays May 26 through September 1.
- e. Set public hearing on February 16 for NAJA Shriners Circus Event: waiver of user fees at Event Center on June 26, 2021

9. Old Business

10. New Business

- a. First Reading of Ordinance #1321, Amending Chapter 10.12.046 Restrictions on Parking for Snow Removal and Street Cleaning
- b. Permission to purchase one Ranger 330MPX Welder/Generator in the amount of \$6,108.21. To be paid from Street Department Equipment Budget.
- c. Enter into Agreement with the South Dakota State Archaeological Research Center for the fieldwork plan on Whitewood Creek Improvement Project in an amount not to exceed \$7,300.00 to be paid from 2021 HP Archaeology line item.

- d. Permission to enter into a professional services contract with Don Toms of Lead, SD for the Ledger Indexing Project in an amount not to exceed the \$8,000.00 to be paid from the HP Archives line item as budgeted for 2021.

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

12. **Executive Session**

13. **Adjournment**

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

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

Meeting ID: 605 578 2082

Password: 1876

One tap mobile: 669-900-9128

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

REGULAR MEETING, January 19, 2021

The Regular Session of the Deadwood City Commission convened on Tuesday, January 19, 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 January 4, 2021. Roll Call: Aye-All. Motion carried.

APPROVAL OF DISBURSEMENTS

Martinisko moved, Struble seconded to approve the January 19, 2021 disbursements. Roll Call: Aye-All. Motion carried.

A & B WELDING	SERVICE	143.62
ACE HARDWARE	SUPPLIES	95.44
ALBERTSON ENGINEERING	PROJECT	16,508.18
ALPINE IMPRESSIONS	SERVICE	530.00
AMANO MCGANN	SUPPLIES	3,016.78
AMAZON CAPITAL	SUPPLIES	350.17
AMAZON WEB	SERVICE	231.82
ATCO INTERNATIONAL	SUPPLIES	140.61
BIG TEX TRAILER WORLD	SUPPLIES	439.98
BH CHEMICAL	SUPPLIES	771.19
BH ENERGY	SERVICE	29,262.70
BH PIONEER	SERVICE	1,015.31
BLOOMERS	FLOWERS	38.00
BRUNSON, RONDA	REIMBURSEMENT	95.79
BUTLER MACHINERY	SUPPLIES	866.54
CENTURY BUSINESS PRODUCTS	SERVICE	171.78
CONTRACTORS SUPPLY ROOFING	PROJECT	9,749.40
CRAMER MARKETING	SUPPLIES	309.08
CULLIGAN	SUPPLIES	150.00
DEADWOOD CHAMBER	BILL LIST	22,881.76
DEADWOOD ELECTRIC	SERVICE	169.67
DVFD	REIMBURSEMENT	400.03
DEADWOOD HISTORY	PROGRAMS	15,000.00
DEMCO	SUPPLIES	94.61
ECOLAB	SERVICE	254.73
FASTENAL	SUPPLIES	1,884.80
FIB CREDIT CARDS	SUPPLIES	8,949.12
FRONTIER GLASS OF BELLE	SUPPLIES	247.30
GOLDEN WEST	SERVICE	1,780.00
GUNDERSON, PALMER, NELSON	SERVICE	1,571.99
HAWKINS	SUPPLIES	1,555.90
IPS GROUP	SUPPLIES	1,193.92
IWORQ	RENEWAL	4,100.00
KONE	MAINTENANCE	486.80
LAWRENCE CO. REGISTER	SERVICE	150.00
LEAD-DEADWOOD SANITARY	SERVICE	25,459.46
LIBERTY SUPERSTORES	VEHICLE	27,748.00
LIGHT AND SIREN	SUPPLIES	586.53
LYNN'S	SUPPLIES	85.60
M&M SANITATION	RENTAL	130.00
MENARD'S	SUPPLIES	423.53
NATIONAL TRUST	MEMBERSHIP	250.00
NHS OF THE BLACK HILLS	CONTRACT	3,354.23
PASSPORT LABS	METERS	23.50
PASTPERFECT SOFTWARE	SERVICE	432.00
PEARSON, JACI	PROJECT	675.00
PITNEY BOWES	POSTAGE	500.00
QUILL	SUPPLIES	110.38
RAKOW, JASON	MEETINGS	300.00
ROBITAILLE, PAUL	REIMBURSEMENT	120.05
ROCHELLE CONSTRUCTION	PROJECT	14,373.88
RUNNING SUPPLY	SUPPLIES	2,199.99
SANDER SANITATION	SERVICE	11,220.03
SD COMMISSION ON GAMING	CITY SLOTS	29,829.55
SD DEPT. OF LABOR	UNEMPL.BENEF.	396.03
SD DEPT. OF REVENUE	LICENSE	150.00
SD DEPT. OF REVENUE	TAX	2,570.01
STARTZ & STARTZ	SERVICE	250.00
STRETCH'S	SERVICE	114.29
STURDEVANT'S	SUPPLIES	2,214.23
TDG COMMUNICATIONS	SERVICE	45.00
THE LORD'S CUPBOARD	RECYCLING	51.15
TRIPLE K	SERVICE	25.00
TWIN CITY CONSTRUCTION	REFUND	108.00
TWIN CITY HARDWARE	GRANT	50.97
VERIZON CONNECT	SERVICE	95.95
VIEHAUSER ENTERPRISES	SERVICE	19.96
VIGILANT BUSINESS SOLUTION	SCREENING	685.20
WESTERN FIRST AID AND SAFE	SUPPLIES	45.88

Total \$249,250.42

REGULAR MEETING, January 19, 2021**CONSENT**

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

- A. Permission to hire Joe Leveque as a part-time Police Officer at \$22.54 per hour effective January 20, 2021 pending pre-employment screening.
- B. Permission to extend 30 hours of vacation for Ken Mertens to February 28, 2021.
- C. Permission to purchase 5500 gallons of fuel at \$1.93 per gallon from Southside Oil.
- D. Permission to pay Blackstrap, Inc. in the amount of \$7,887.50 for sand and gravel. (To be paid from Streets Supplies.)
- E. Permission to pay Black Hills Window Cleaning in the amount of \$2,862.00 for window cleaning at Welcome Center. (To be paid from Public Buildings Professional Services.)
- F. Approve installation of gutters per easement agreement on Deadwood Mountain Grand based on HPC approval of COA 21001 (No Cost to City)
- G. Permission to increase wage of Maintenance Tech Troy Jassman from \$20.61 per hour to \$21.76 per hour effective January 22, 2021 after one year of service; 95% prevailing wage.
- H. Permission to hire Kenneth Rehberg as Transportation Superintendent position at an hourly rate of \$23.67 effective January 24, 2021
- I. Permission to hire Lance Sandidge for Facilities/IT Specialist position at an hourly rate of \$23.67 effective January 24, 2021

PUBLIC HEARINGS**St. Patrick's Day**

Public hearing was opened at 5:03 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber of Commerce, was available to answer questions, hearing closed.

Martinisko moved, Struble 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 Sherman Street on Friday, March 12, 2021 from 5:00 p.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to allow the relaxation of the open container ordinance for same area as approved on March 12 for Saturday, March 13, 2021 from 12:00 p.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to approve the waiver of banner fees and street closure on Main Street from Wall Street to Deadwood Street on Saturday March 14, 2020 from noon to midnight or possibility of 3:00 a.m. for Pub Crawl, and from Tin Lizzie Gaming Resort to Masonic Temple from noon until parade ends. Roll Call: Aye-All. Motion carried.

Forks, Corks, Kegs

Public hearing was opened at 5:06 p.m. by Mayor Ruth Jr. Sarah Kryger, Deadwood Chamber, was available to answer questions. Hearing closed.

Todd moved, Martinisko seconded to allow the relaxation of the open container ordinance on Main Street from Tin Lizzies 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 on Friday April 9, 2021 from 5:00 p.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

Todd moved, Struble seconded to allow the relaxation of the open container ordinance for same area as approved on April 9, for Saturday April 10, 2021 from 11:00 a.m. to 10:00 p.m. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, January 19, 2021Set

Struble moved, Todd seconded to set public hearing on February 1 for Retail (on-off sale Malt Beverage (RB-2445) and Retail (on sale) Liquor (RL-5542) License transfers from SRK Development LLC to DBUH, LLC dba Bullock Hotel at 633 Main Street. Roll Call: Aye-All. Motion carried.

Martinisko moved, Johnson seconded to set public hearing on February 1 for Retail (on-off sale Malt Beverage (RB-21688) and Convention Center (on sale) Liquor (CL-0508) License transfers from SRK Development LLC to DHIH, LLC dba Hickok's Hotel at 685 Main Street. Roll Call: Aye-All. Motion carried.

NEW BUSINESSContract

Public Works Director Nelson Jr. spoke about Phase 2. Martinisko moved, Johnson seconded to enter into contract with TTG Enterprise, Inc. to perform phase two of Supervisory Control and Data Acquisition, SCADA, upgrading sites, amount not to exceed \$25,000.00. (To be paid from Water Professional Services.) Roll Call: Aye-All. Motion carried.

Final Plat

Mayor Ruth Jr. recused himself. Commission President Todd proceeded. Ruth spoke about the change in the plat to transfer property to KOA. Martinisko moved, Johnson seconded to act as Board of Adjustment and approve the final plat for applicants David and Kerry Ruth who reside at 11494 US HWY 14A legally described as: Lots of R1 Revised, R2 Revised and R5 a Subdivision of Lots R1 and R2 of Placer 601 and Placer 108 located in the NE1/4 of Section 28, T5N, R3E, B.H.M. City of Deadwood, Lawrence County, South Dakota formerly Lots R1 and R2 of Lot A of Placer Claim 601 and Lot A of Placer 108. (Approved by Planning and Zoning Commission on January 6, 2021.) Roll Call: Aye-Johnson, Martinisko, Struble, Todd. Motion carried.

Mayor Ruth Jr. returned.

Hire

Finance Officer McKeown explained the audit for HPC Revolving Loan Fund. Martinisko moved, Struble seconded to hire Ketel Thorstensen to conduct audit for the HPC Revolving Loan Fund in the amount of \$6,900.00 to be paid from the HPC Revolving Loan Fund Professional Services Line Item. Roll Call: Aye-All. Motion carried.

Permission

Planning and Zoning Administrator Russel spoke about the maintenance agreement with ESRI. Commissioner Martinisko appreciated how the agreement is split between various departments. Martinisko moved, Johnson seconded to pay \$16,000.00 to ESRI for the 2021 GIS Software Maintenance Schedule from various departments. (2021 Budgeted Item) Roll Call: Aye-All. Motion carried.

Permission

Nelson Jr. spoke about the purchase. Martinisko moved, Johnson seconded to purchase Striker Sander (equipment) from Jacobs Precision Welding in the amount of \$10,750.00. (To be paid from Streets Equipment budget.) Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. Petitions may be taken out and circulation may begin on January 29, 2021 for two City Commission seats, each 3-year terms. Petitions must be returned no later than February 26, 2021 at 5:00 p.m.

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

ADJOURNMENT

Todd moved, Martinisko seconded to adjourn the regular session at 5:22 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, February 1, 2021.

REGULAR MEETING, January 19, 2021

After coming out of executive session at 5:29 p.m., Martinisko moved, Todd seconded to adjourn.

ATTEST: DATE: _____

Jessica McKeown, Finance Officer

BY: _____
David Ruth Jr., Mayor

Published once at the total approximate cost of _____

PACKET: 05281 COMBINED - 02-02-21

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-012721	101-3000-202	LIQUOR LICENS LIC TRSF- BULLOCK, HICKOK'S	000000	150.00
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	150.00
01-1502	BLACK HILLS CHEMICAL					
		I-191720	101-4111-422-02	SAFETY - COVI BL VINYL GLOVES/COVID 19	000000	99.90
				DEPARTMENT 111 COMMISSION	TOTAL:	99.90
01-0418	BLACK HILLS PIONEER					
		I-012621	101-4142-422	PROFESSIONAL 1 YR SUBSCRIPTION - FINANCE	000000	164.79
01-0433	WELLMARK BLUE CROSS BLU					
		I-FEB02012021	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,328.46
01-0578	TWIN CITY HARDWARE & LU					
		I-2101-115686	101-4142-426	SUPPLIES YELLOW VOUCHER PAPER-FINANCE	000000	26.97
01-1171	A & B BUSINESS SOLUTION					
		I-IN800352	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	103.63
01-2396	AMERICAN LEGAL PUBLISHI					
		I-6077	101-4142-422	PROFESSIONAL INTERNET RENEWAL-FEB'21-FEB'22	000000	450.00
01-3135	A - Z SHREDDING, INC.					
		I-32258012621	101-4142-426	SUPPLIES SHREDDING - FINANCE	000000	64.35
01-3877	MUTUAL OF OMAHA					
		I-001166496731	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	16.06
				DEPARTMENT 142 FINANCE	TOTAL:	4,154.26
01-0433	WELLMARK BLUE CROSS BLU					
		I-FEB02012021	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,042.33
01-0436	BLACK HILLS WINDOW CLEA					
		I-91986	101-4192-422-21	PROFESSIONAL DEC 23 CLEANING IN-OUT-PART/WE	000000	2,862.00
01-0479	EPCO ENVIRONMENTAL PROD					
		I-67936	101-4192-426	SUPPLIES VARIOUS AIR-PLEATED FILTERS/PB	000000	570.50
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 01/25/21	101-4192-428-17	UTILITIES - D GAYVILLE 170 BLACKTAIL	000000	38.67
		I-NAT GAS 01/25/21	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	502.57
		I-NAT GAS 01/25/21	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	445.94

PACKET: 05281 COMBINED - 02-02-21

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 01/25/21	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	366.88	
	I-NAT GAS 01/25/21	101-4192-428-04	UTILITIES - C CITY HALL	000000	793.19	
	I-NAT GAS 01/25/21	101-4192-428-07	UTILITIES - F FIRE HALL	000000	580.10	
	I-NAT GAS 01/25/21	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	265.00	
	I-NAT GAS 01/25/21	101-4192-428-09	UTILITIES - H HARCC	000000	375.77	
	I-NAT GAS 01/25/21	101-4192-428-10	UTILITIES - L LIBRARY	000000	475.16	
	I-NAT GAS 01/25/21	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	248.25	
	I-NAT GAS 01/25/21	101-4192-428-13	UTILITIES - R RECREATION CENTER	000000	4,716.99	
	I-NAT GAS 01/25/21	101-4192-428-14	UTILITIES - S CITY SHOP PUBLIC WORKS	000000	743.75	
	I-NAT GAS 01/25/21	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	276.31	
	I-NAT GAS 01/25/21	101-4192-428-19	UTILITIES - G PLUMA PARK 418 CLIFF ST	000000	66.62	
	I-NAT GAS 01/25/21	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	1,034.86	
	I-NAT GAS 01/25/21	101-4192-428-24	UTILITIES - O 703 MAIN OUTLAW SQUARE	000000	600.86	
01-0578	TWIN CITY HARDWARE & LU					
	I-2012-112739	101-4192-425-04	REPAIRS - CIT PIGTAIL SPLITTER/CITY HALL	000000	6.99	
	I-2012-112784	101-4192-425-17	REPAIRS-DAYS PAINT-HANGER-BRUSH/DAYS MUSE	000000	11.96	
	I-2012-112951	101-4192-425-10	REPAIRS - LIB SPACKLING READY PATCH/LIBRARY	000000	11.99	
	I-2012-113077	101-4192-425-10	REPAIRS - LIB DOOR SWEEP-BUILDERS/LIBRARY	000000	59.96	
	I-2012-113135	101-4192-426	SUPPLIES 2 PK 60W A19 SW LED BULB/PB	000000	5.99	
	I-2012-113137	101-4192-425-10	REPAIRS - LIB ULTRA CLEAR FLEX SEALANT/LIBRA	000000	7.49	
	I-2012-113240	101-4192-426	SUPPLIES COTTON SWABS/PUB BLDGS	000000	1.99	
	I-2012-113243	101-4192-426-04	SUPPLIES - CI 24 PK MAX AAA BATTERIES/CITY H	000000	17.99	
	I-2101-113555	101-4192-426-02	SUPPLIES - AD SOFTENER SALT-AA BATTERIES/AD	000000	59.95	
	I-2101-113584	101-4192-425-02	REPAIRS - ADA COP PIPE-ADAPT-WTR SOFTEN/AM	000000	524.96	
	I-2101-113619	101-4192-425-02	REPAIRS - ADA CLAMP- IN TEE-HOSE BARB/AD MUS	000000	15.24	
	I-2101-113687	101-4192-425-04	REPAIRS - CIT DRILL BIT-SCREW-FASTENERS/CITY	000000	23.87	
	I-2101-113690	101-4192-425-02	REPAIRS - ADA BRASS PLUG/ADAMS MUSEUM	000000	4.49	
	I-2101-113716	101-4192-425-04	REPAIRS - CIT KNIT COVER-ROLR COVER/CITY HAL	000000	11.48	
	I-2101-113746	101-4192-425-17	REPAIRS-DAYS CONDUIT-WIRE-PAINT/DAYS MUS	000000	95.47	
	I-2101-113778	101-4192-425-02	REPAIRS - ADA SNGL CUT KEY-SOFTENER SALT/AM	000000	65.89	
	I-2101-113825	101-4192-425-10	REPAIRS - LIB DOOR SWEEP-NAIL-WTHERSTP/LIBRA	000000	65.94	
	I-2101-113872	101-4192-426	SUPPLIES HOSE-BUSHING-TEE-NIPPLE-VLV/PB	000000	76.89	
	I-2101-113898	101-4192-425-04	REPAIRS - CIT MOP-BRUSH-PLUG-HOSE-TEE/CITY	000000	82.88	
	I-2101-113920	101-4192-425-17	REPAIRS-DAYS BATTERY-SPONGE-ERASER/DAYS MUS	000000	45.92	
	I-2101-113966	101-4192-426	SUPPLIES BUSHING-CUTTER-WRENCH-PLIERS/P	000000	183.91	
	I-2101-114074	101-4192-425-04	REPAIRS - CIT OIL-BRUSH-BLADE-FASTENERS/CITY	000000	131.94	
	I-2101-114223	101-4192-425-13	REPAIRS - REC PUSHBUTTON LOCK/REC CENTER	000000	21.99	
	I-2101-114573	101-4192-426-13	SUPPLIES - RE WORKHORSE COTTON MOP/REC	000000	17.98	
	I-2101-114682	101-4192-425-04	REPAIRS - CIT BLACK GORILLA TAPE/CITY HALL	000000	11.99	
	I-2101-114715	101-4192-425-04	REPAIRS - CIT (4) SOLID BRASS DOOR VIEWER/CI	000000	41.96	
	I-2101-114766	101-4192-426	SUPPLIES LIGHTNING CORD-MULTI TOOL/PB	000000	76.98	
	I-2101-114824	101-4192-425-13	REPAIRS - REC BL OXIDE BIT-FASTENERS/REC CEN	000000	12.59	
	I-2101-114870	101-4192-425-10	REPAIRS - LIB BRUSH-PENCIL-WRENCH/LIBRARY	000000	80.14	
	I-2101-115044	101-4192-425-06	REPAIRS - DAY 2 PK 60W A19 SW LED BULB/GRAND	000000	5.99	
	I-2101-115079	101-4192-425-10	REPAIRS - LIB CORK BD-HARDBOARD-SUPPLIES/LIB	000000	39.98	
	I-2101-115131	101-4192-426-04	SUPPLIES - CI LINDHAUS BAGS A4/CITY HALL	000000	19.99	
	I-2101-115399	101-4192-425-04	REPAIRS - CIT PIPE CUTTER/CITY HALL	000000	159.99	

PACKET: 05281 COMBINED - 02-02-21

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-2101-115423	101-4192-425-04	REPAIRS - CIT RATCHET-AA BATTERY-ZIPLOC/CITY	000000	60.96
		I-2101-115489	101-4192-425-07	REPAIRS - FIR 2 GAL GAS CAN/FIRE HALL	000000	16.99
		I-2101-115558	101-4192-425-04	REPAIRS - CIT SEALANT-CAP-SCREWDRIVER/CITY	000000	70.94
		I-2101-115621	101-4192-425-13	REPAIRS - REC 12 PK AA LITHIUM BATTERY/REC C	000000	19.99
		I-2101-115683	101-4192-425-13	REPAIRS - REC SOLDER-THERMOSTAT-FLUID/REC	000000	46.47
		I-2101-115684	101-4192-426	SUPPLIES DRAWER ORGANIZER/PB	000000	5.99
		I-2101-115704	101-4192-426	SUPPLIES 33 PC SECURITY BIT SET/PB	000000	14.99
		I-2101-115835	101-4192-425-13	REPAIRS - REC (2) LARGE LOOP MOP/REC CENTER	000000	23.98
		I-2101-116150	101-4192-425-17	REPAIRS-DAYS BOX COVER-OUTLET/DAYS MUSEUM	000000	12.07
		I-2101-116213	101-4192-425-04	REPAIRS - CIT PANEL-GASKET-VALVE-CPLING/CITY	000000	104.89
01-0684	NORTHWEST PIPE FITTINGS					
		I-13333038	101-4192-425-04	REPAIRS - CIT REPLACE CUTTER WHEELS/CITY HA	000000	71.28
01-1098	HILLYARD/SIOUX FALLS					
		I-604216445	101-4192-426-04	SUPPLIES - CI REJUVNAL-ROBUSTO/CITY HALL	000000	793.04
01-1139	CRESCENT ELECTRIC SUPPL					
		I-S508685861.001	101-4192-425-10	REPAIRS - LIB CAT6 CMP WHT-VERICOM CAT6/LIBR	000000	1,046.98
01-1439	CHRIS SUPPLY COMPANY, I					
		I-913142	101-4192-425-17	REPAIRS-DAYS SIGNAL BOOSTER/DAYS MUSEUM	000000	1,013.99
		I-913142	101-4192-425-15	REPAIRS - TRO CELLULAR AMP/TROLLEY	000000	427.99
01-1483	KNECHT HOME CENTER					
		I-5753353	101-4192-425-04	REPAIRS - CIT (6) MDF CASING/CITY HALL	000000	30.90
01-1502	BLACK HILLS CHEMICAL					
		I-186614	101-4192-426	SUPPLIES BLEACH-TISSUE-TOWEL-GARB/PB	000000	351.56
01-1626	SERVALL UNIFORM AND LIN					
		I-01/07/21 SERVALL	101-4192-426-04	SUPPLIES - CI CITY HALL - 0433177	000000	194.35
		I-01/07/21 SERVALL	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0433179	000000	66.26
		I-01/07/21 SERVALL	101-4192-426-08	SUPPLIES - HI HISTORY / 0433176	000000	104.61
		I-01/07/21 SERVALL	101-4192-426-10	SUPPLIES - LI LIBRARY /	000000	0.00
		I-01/07/21 SERVALL	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0433173	000000	47.15
		I-01/07/21 SERVALL	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0433174	000000	151.41
		I-01/21/21 SERVALL	101-4192-426-04	SUPPLIES - CI CITY HALL - 0438533	000000	194.35
		I-01/21/21 SERVALL	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0438536	000000	66.26
		I-01/21/21 SERVALL	101-4192-426-08	SUPPLIES - HI HISTORY / 0438532	000000	104.61
		I-01/21/21 SERVALL	101-4192-426-10	SUPPLIES - LI LIBRARY / 0438535	000000	34.96
		I-01/21/21 SERVALL	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0438529	000000	47.15
		I-01/21/21 SERVALL	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0438530	000000	151.41
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1083122	101-4192-425-15	REPAIRS - TRO SCISSOR LIFT RENTAL/TROLLEY	000000	95.00
01-1827	MS MAIL & MARKETING					

PACKET: 05281 COMBINED - 02-02-21

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
01-1827	MS MAIL & MARKETING	continued				
		I-11977	101-4192-426	SUPPLIES WINDOW ENVELOPES-A/P'S/PUB WKS	000000	300.00
01-3094	BOMGAARS					
		I-57727206	101-4192-425-10	REPAIRS - LIB SWIVEL CASTERS/LIBRARY	000000	45.52
		I-57738126	101-4192-426	SUPPLIES MECH SET-WRENCH-COMBO KIT/PB	000000	482.97
01-3342	RASMUSSEN MECHANICAL SE					
		I-INV025382	101-4192-425-04	REPAIRS - CIT ACTUATOR 24V FLTG DAMPER/CITY	000000	242.00
		I-SRV079571	101-4192-425-17	REPAIRS-DAYS VOLUTE GASKET-SEAL KIT/DAYS MU	000000	718.33
01-3421	S AND C CLEANERS					
		I-1/25/21 INV 107	101-4192-422-04	PROFESSIONAL JAN CLEANING/CITY HALL	000000	990.00
		I-1/25/21 INV 109	101-4192-422-04	PROFESSIONAL CLEANING/POLICE DEPT	000000	1,365.00
		I-1/25/21 INV 120	101-4192-422-13	PROFESSIONAL REC CENTER CLEANING/REC CENTER	000000	2,533.00
		I-1/25/21 INV 144	101-4192-422-21	PROFESSIONAL WELCOME CENTER CLEANING/WELCOM	000000	1,740.00
		I-1/25/21 INV 155	101-4192-422-10	PROFESSIONAL CLEANING/LIBRARY	000000	600.00
		I-1/25/21 INV 155	101-4192-422-07	PROFESSIONAL CLEANING/FIRE HALL	000000	400.00
		I-1/25/21 INV 246	101-4192-422	PROFESSIONAL BATHROOMS-OFFICE/PB, OSQ	000000	895.00
01-3506	ALSCO					
		I-LCAS1384113	101-4192-426-21	SUPPLIES - WE MATS/WELCOME CENTER	000000	52.34
		I-LCAS1386611	101-4192-426-21	SUPPLIES - WE MATS/WELCOME CENTER	000000	52.34
01-3838	VAST BROADBAND					
		I-TELEPHONE 01/16/21	101-4192-428	UTILITIES PARKING RAMP	000000	142.99
		I-TELEPHONE 01/16/21	101-4192-428-22	UTILITIES - M MM TICKET BOOTH 6501	000000	125.60
		I-TELEPHONE 01/16/21	101-4192-428-22	UTILITIES - M MM SECURITY ALARM 5801	000000	40.87
		I-TELEPHONE 01/16/21	101-4192-428-22	UTILITIES - M MM GIFT SHOP 7801	000000	0.00
		I-TELEPHONE 01/16/21	101-4192-428-04	UTILITIES - C CITY HALL INTERNET	000000	240.50
		I-TELEPHONE 01/16/21	101-4192-428-04	UTILITIES - C CITY HALL TELEPHONE	000000	1,316.33
		I-TELEPHONE 01/16/21	101-4192-428-07	UTILITIES - F FIRE HALL	000000	283.09
		I-TELEPHONE 01/16/21	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	228.33
		I-TELEPHONE 01/16/21	101-4192-428-10	UTILITIES - L LIBRARY	000000	253.85
		I-TELEPHONE 01/16/21	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	269.36
		I-TELEPHONE 01/16/21	101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	90.00
		I-TELEPHONE 01/16/21	101-4192-428-14	UTILITIES - S STREET SHOP	000000	45.70
		I-TELEPHONE 01/16/21	101-4192-428-17	UTILITIES - D DAYS OF '76 MUSEUM	000000	138.27
		I-TELEPHONE 01/16/21	101-4192-428-19	UTILITIES - G GATEWAY VISITORS CENTER	000000	89.99
		I-TELEPHONE 01/16/21	101-4192-428-19	UTILITIES - G GATEWAY VISITORS CENTER	000000	0.00
		I-TELEPHONE 01/16/21	101-4192-428-19	UTILITIES - G 132.24	000000	0.00
01-3877	MUTUAL OF OMAHA					
		I-001166496731	101-4192-415	GROUP INSURANCE LIFE INSURANCE	000000	22.28
01-3977	ACE HARDWARE OF LEAD					
		C-019613	101-4192-425-13	REPAIRS - REC CREDIT MOPHEAD-SPRAYER/REC	000000	2.01-
		I-019569	101-4192-425-13	REPAIRS - REC CUTEND RAYON MOPHEAD/REC	000000	19.98

PACKET: 05281 COMBINED - 02-02-21
 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
=====						
01-4057	VIEHAUSER ENTERPRISES,					
	I-31500	101-4192-426	SUPPLIES	ASSA KEYS-LINE RINGS/ADAMS HOU	000000	64.85

			DEPARTMENT 192	PUBLIC BUILDINGS	TOTAL:	40,165.53

01-4679	MUNICODE					
	I-00353661	101-4193-422	PROFESSIONAL	SUBSCRIPTION - 1/1/-12/31/21	000000	1,200.00

			DEPARTMENT 193	COMPUTER SERVICE	TOTAL:	1,200.00

01-0433	WELLMARK BLUE CROSS BLU					
	I-FEB02012021	101-4210-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	20,261.55

01-0508	GALLS, LLC					
	I-017180541	101-4210-426	SUPPLIES	UNIFORM PARKA - POLICE	000000	194.91

01-1725	QUILL CORPORATION					
	I-13119353	101-4210-426	SUPPLIES	DVDR LIFE SERIES - POLICE	000000	57.98

01-3761	TRITECH SOFTWARE SYSTEM					
	I-304441	101-4210-422	PROFESSIONAL	SERVICE FEE-ZUECHER / POLICE	000000	1,244.00

01-3877	MUTUAL OF OMAHA					
	I-001166496731	101-4210-415	GROUP INSURAN	LIFE INSURANCE	000000	74.25

01-4299	BALCO UNIFORM CO, INC					
	I-60998	101-4210-426	SUPPLIES	UNIFORM SHIRTS - POLICE	000000	177.70
	I-61259	101-4210-426	SUPPLIES	UNIFORM PANTS - POLICE	000000	73.68

01-4693	CURTIS BLUE LINE					
	I-PINV607865	101-4210-426	SUPPLIES	UNIFORM JACKET, POUCHES-POLICE	000000	362.50

01-4790	BELL, DYLAN					
	I-012721	101-4210-427	TRAVEL	MEALS EXPENSE- TRAINING	000000	434.00

			DEPARTMENT 210	POLICE	TOTAL:	22,880.57

01-0433	WELLMARK BLUE CROSS BLU					
	I-FEB02012021	101-4221-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000	1,142.63

01-0578	TWIN CITY HARDWARE & LU					
	C-2012-113265	101-4221-426	SUPPLIES	CR CONTACT CEMENT, ADHESV-FIRE	000000	6.02-
	I-2012-112735	101-4221-426	SUPPLIES	CEMENT - FIRE DEPT	000000	7.99
	I-2012-113241	101-4221-426	SUPPLIES	BRUSH, CEMENT, FASTENERS - FIRE	000000	27.37
	I-2012-113334	101-4221-426	SUPPLIES	FASTENERS - FIRE DEPT	000000	3.99

PACKET: 05281 COMBINED - 02-02-21

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1171	A & B BUSINESS SOLUTION					
		I-IN799164	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	63.02
01-3877	MUTUAL OF OMAHA					
		I-001166496731	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	3.22
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 1,242.20
01-0433	WELLMARK BLUE CROSS BLU					
		I-FEB02012021	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,057.96
01-1003	VERIZON WIRELESS					
		I-9870983045	101-4232-422	PROFESSIONAL BLDG INSPECTOR TABLET	000000	26.97
		I-9870983045	101-4232-422	PROFESSIONAL BLDG INSPECTOR TABLET	000000	26.97-
01-3877	MUTUAL OF OMAHA					
		I-001166496731	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	4.93
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 1,062.89
01-0433	WELLMARK BLUE CROSS BLU					
		I-FEB02012021	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	7,251.55
01-0561	SOUTH DAKOTA 811					
		I-SD20-3586	101-4310-422	PROFESSIONAL DEC LOCATE MSGS-FAX FEES/STRTS	000000	6.16
01-0575	SOUTHSIDE OIL					
		I-095684	101-4310-426	SUPPLIES (5503) GALLS OF FUEL 10%/STRTS	000000	10,620.79
01-0578	TWIN CITY HARDWARE & LU					
		I-2012-113035	101-4310-426	SUPPLIES (12) ELECTRICAL OUTLETS/STREET	000000	239.88
		I-2101-114514	101-4310-426	SUPPLIES FASTENERS-THREAD RODS/STRTS	000000	75.20
		I-2101-114581	101-4310-426	SUPPLIES WET/DRY CARTRIDGE FILTER/STRTS	000000	22.99
		I-2101-114911	101-4310-426	SUPPLIES DIAGONAL CUT PLIERS/STREETS	000000	12.99
		I-2101-115455	101-4310-426	SUPPLIES (12) BL FIXTURE OUTLETS/STRTS	000000	71.88
		I-2101-764	101-4310-426	SUPPLIES 15X3" CON LAG SCREW/STRTS	000000	39.99
01-0782	JACOBS PRECISION WELDIN					
		I-27700	101-4310-425	REPAIRS SNOWPLOW PARTS-STRIK SANDER/ST	000000	10,750.00
01-1003	VERIZON WIRELESS					
		I-9870983045	101-4310-422	PROFESSIONAL ONCALL CELLPHONE/STREETS	000000	24.86
		I-9870983045	101-4310-422	PROFESSIONAL ON CALL CELLPHONE/STREETS	000000	24.84-
01-1160	LIGHTING MAINTENANCE CO					
		I-91910	101-4310-426	SUPPLIES (3) TORK 5237 UL-MIDGET FUSE/S	000000	671.44

PACKET: 05281 COMBINED - 02-02-21
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 310 STREETS
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1171	A & B BUSINESS SOLUTION	I-IN799167	101-4310-426	SUPPLIES CONTRACT BASE RATE/STREETS	000000	72.82
01-1288	ACE INDUSTRIAL SUPPLY,	I-1942977	101-4310-426	SUPPLIES (48) VIPER WIPE TOWELS/STRTS	000000	2,289.44
01-1374	BUTLER MACHINERY COMPAN	I-06PS0596374	101-4310-426	SUPPLIES MIRROR AS/STREETS	000000	165.46
01-1589	TEAM LABORATORY CHEMICA	I-INV0024047	101-4310-426	SUPPLIES WEED KILLER-ROAD PATCH/STRTS	000000	2,298.00
01-1785	KIMBALL MIDWEST	I-8523108	101-4310-426	SUPPLIES HS BUTT-FUSES-IMP ADAPTOR/STRT	000000	217.74
01-1798	CHAINSAW CENTER/DAKOTA	I-1082877	101-4310-424	RENTALS ARTICULATING BOOM RENTAL/STRTS	000000	170.00
01-3259	INTERSTATE ENGINEERING	I-42909	101-4310-422-01	TIMM LANE BRI PRO SRVC TIMM LANE STRUC REPLA	000000	19,405.50
01-3294	DAKOTA FLUID POWER INC.	I-6832780	101-4310-426	SUPPLIES PUMP-TUBE-ELBOW-UNION TEE/STRT	000000	1,902.19
01-3438	BLACKSTRAP, INC.	I-124088	101-4310-426	SUPPLIES 30.22 TONS BLACKSLICER/STREET	000000	3,777.50
		I-124207	101-4310-426	SUPPLIES 32.88 TONS BLACKSLICER/STRTS	000000	4,110.00
01-3563	JANKE AND SONS TRUCKING	I-1/20/21	101-4310-422	PROFESSIONAL 7 HRS SNOW HAULING/STREETS	000000	700.00
01-3877	MUTUAL OF OMAHA	I-001166496731	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	31.35
01-3896	EAGLE ENTERPRISES, LLC	I-22503	101-4310-426	SUPPLIES (48) 13W LEDA19/OMNI/827K/STRT	000000	383.52
		I-22508	101-4310-426	SUPPLIES MODEL STL-20 2 PC SOLAR FIX/ST	000000	1,113.24
		I-22509	101-4310-426	SUPPLIES (3) 300W GE LED STR LIGHTS/STR	000000	2,385.00
01-4484	SKIDRIL INDUSTRIES LLC	I-121261	101-4310-426	SUPPLIES SURFACE MOUNT 2"/STREETS	000000	233.58
			DEPARTMENT 310	STREETS	TOTAL:	69,018.23
01-0433	WELLMARK BLUE CROSS BLU	I-FEB02012021	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,534.26
01-0578	TWIN CITY HARDWARE & LU					

1/29/2021 11:18 AM
PACKET: 05281 COMBINED - 02-02-21
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: 520 PARKS
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

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Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU			continued		
		I-2101-116227	101-4520-426	SUPPLIES	SELFIE STICK-FASTENERS/PARKS	000000 13.98
01-0677	LAWSON PRODUCTS, INC.					
		I-9308129355	101-4520-426	SUPPLIES	RBR DRUM-INGLE FLUTE/PARKS	000000 188.16
01-1003	VERIZON WIRELESS					
		I-9870983045	101-4520-422	PROFESSIONAL	ONCALL CELLPHONE/PARKS	000000 24.86
		I-9870983045	101-4520-422	PROFESSIONAL	ON CALL CELLPHONE/PARKS	000000 24.84-
01-1502	BLACK HILLS CHEMICAL					
		I-191135	101-4520-426	SUPPLIES	(49) GREENSCAPES ICE MELT/PRKS	000000 502.25
01-1589	TEAM LABORATORY CHEMICA					
		I-INV0024048	101-4520-426	SUPPLIES	(35) TERMINATOR WEED KILLER/PK	000000 1,532.50
		I-INV0024087	101-4520-426	SUPPLIES	(30) GRANULAR FERTILIZER/PARKS	000000 1,407.50
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1378269	101-4520-425	REPAIRS	MOWER BLADES-DRUM-PISTON/PRKS	000000 332.80
01-2069	BARCO PRODUCTS					
		I-SORCO62805	101-4520-426	SUPPLIES	MEMORIAL INLAY BENCH DEWEY/PRK	000000 1,026.54
01-3785	TALLGRASS LANDSCAPE ARC					
		I-2020-134	101-4520-433-05	CIP - WHITEW	WHITEWOOD CR RESTOR PHASE 5	000000 11,010.00
01-3836	MID-AMERICAN RESEARCH C					
		I-0721562-IN	101-4520-426	SUPPLIES	TFE LUBE-FOAM CLEAN/PARKS	000000 220.47
01-3877	MUTUAL OF OMAHA					
		I-001166496731	101-4520-415	GROUP INSURAN	LIFE INSURANCE	000000 31.35
				DEPARTMENT 520	PARKS	TOTAL: 21,799.83
01-0433	WELLMARK BLUE CROSS BLU					
		I-FEB02012021	101-4640-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000 1,700.30
01-1786	PETTY CASH/HISTORIC PRE					
		I-123120	101-4640-426	SUPPLIES	GRENSTIENER DEED-CORRECTIVE	000000 30.00
01-3877	MUTUAL OF OMAHA					
		I-001166496731	101-4640-415	GROUP INSURAN	LIFE INSURANCE	000000 7.43
				DEPARTMENT 640	PLANNING AND ZONING	TOTAL: 1,737.73
				FUND	101 GENERAL FUND	TOTAL: 163,511.14

PACKET: 05281 COMBINED - 02-02-21

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-FEB02012021	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	570.20
01-1171	A & B BUSINESS SOLUTION					
		I-IN799461	206-4550-426	SUPPLIES COPIER CONTRACT - LIBRARY	000000	53.05
01-3877	MUTUAL OF OMAHA					
		I-001166496731	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
01-4711	AMAZON CAPITAL SERVICES					
		I-1MRJ-QF9M-1G44	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	225.42
		I-1MRJ-QF9M-1G44	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	53.83
		I-1MRJ-QF9M-1G44	206-4550-426	SUPPLIES DVDs - FILE FOLDERS	000000	9.99
01-4769	CDW GOVERNMENT					
		I-6689867	206-4550-429	TECHNOLOGY/HO COMPUTER(CARES GRANT)-LIBRARY	000000	907.21
DEPARTMENT 550 LIBRARY TOTAL:						1,824.65
FUND 206 LIBRARY FUND TOTAL:						1,824.65

PACKET: 05281 COMBINED - 02-02-21

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-FEB02012021	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	570.20
01-1502	BLACK HILLS CHEMICAL					
		I-191205A	209-4510-426	SUPPLIES (12) NILOTRON METERED/REC CENT	000000	71.88
		I-192444	209-4510-426	SUPPLIES ROLL TOWEL-FOAM HAIR-BODY/REC	000000	442.94
01-3506	ALSCO					
		I-LCAS1387880	209-4510-426	SUPPLIES MATS/REC CENTER	000000	121.58
		I-LCAS1390383	209-4510-426	SUPPLIES MATS/REC CENTER	000000	121.58
01-3877	MUTUAL OF OMAHA					
		I-001166496731	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	3.22
				DEPARTMENT 510 REC CENTER	TOTAL:	1,331.40
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1081967	209-4980-429-02	OUTLAW SQUARE SRTICULAT BOOM-CHRISTMAS LITES	000000	978.10
				DEPARTMENT 980 SPECIAL EVENTS	TOTAL:	978.10
				FUND 209 BED & BOOZE FUND	TOTAL:	2,309.50

PACKET: 05281 COMBINED - 02-02-21

VENDOR SET: 01

FUND : 212 BID #8 (Business Improve)

DEPARTMENT: 630 BID 8

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3602	DEADWOOD GAMING ASSOCIA					
		I-122220	212-4630-423	MARKETING		
				BID#8 LOBBYING	000000	45,000.00
				DEPARTMENT 630	BID 8	
					TOTAL:	45,000.00
				FUND	212	
				BID #8 (Business Improve)	TOTAL:	45,000.00

PACKET: 05281 COMBINED - 02-02-21

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 573 HP HISTORIC INTERPRETATIO

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU					
		I-2101-115968	215-4573-335	HIST. INTERP. L N BOX PROJECT - ARCHIVES'21	000000	30.59
01-3584	FASSBENDER COLLECTION					
		I-012221	215-4573-385	HIST. INTERP. 2021 COLLECTION OPERATIONS	000000	15,000.00
DEPARTMENT 573 HP HISTORIC INTERPRETATIO						TOTAL: 15,030.59
01-4739	TWIN CITY HARDWARE-HP P					
		C-2012-113066	215-4575-525	GRANT/LOAN PA PAINT GRNT RETRN 97 FOREST '20	000000	183.96-
		I-2012-112936	215-4575-525	GRANT/LOAN PA PAINT GRANT - 866 MAIN 2020	000000	13.98
		I-2012-113067	215-4575-525	GRANT/LOAN PA PAINT GRANT 97 FOREST 2020	000000	183.96
		I-2012-113173	215-4575-525	GRANT/LOAN PA PAINT GRANT - 30 ADAMS 2020	000000	44.99
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA						TOTAL: 58.97
01-4566	ALL ASPECTS INC.LAND SU					
		I-2020-338	215-4576-600	PROFES. SERV. RETAINING WALL - 56 TAYLOR '21	000000	595.00
01-4715	U.S. BANK					
		I-5979003	215-4576-600	PROFES. SERV. TRUSTEE FEES - SERIES 2019	000000	1,000.00
DEPARTMENT 576 HP PROFESSIONAL SERVICES						TOTAL: 1,595.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-FEB02012021	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,113.43
01-0804	SCOTT PETERSON MOTORS					
		I-161617	215-4641-426	SUPPLIES FLOOR MATS FOR HP TRUCK '21	000000	235.56
01-1003	VERIZON WIRELESS					
		I-9870983045	215-4641-428	UTILITIES HP TABLET	000000	40.01
		I-9870983045	215-4641-428	UTILITIES HP TABLET CREDIT	000000	40.01-
01-1786	PETTY CASH/HISTORIC PRE					
		I-123120	215-4641-426	SUPPLIES HP CERT LETTER - R&E BUSSIERS	000000	6.95
		I-123120	215-4641-426	SUPPLIES MECH LIEN COPY-JOETTE JOHNSON	000000	1.00
01-3094	BOMGAARS					
		I-57742187	215-4641-426	SUPPLIES TOOLS FOR OFFICE - HP 2021	000000	66.95
01-3223	QUICK TROPHY, LLC					
		I-107131	215-4641-426	SUPPLIES NAME PLTE WRONG COLOR ORDER 21	000000	26.67
01-3373	AMAZON WEB SERVICES					
		I-600072649	215-4641-428	UTILITIES WEB SERVICES 10/1/20-10/31/20	000000	232.59

PACKET: 05281 COMBINED - 02-02-21

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
01-3838	VAST BROADBAND					
		I-011621	215-4641-428	UTILITIES MT MORIAH 1/20/21-2/19/21	000000	138.19
01-3877	MUTUAL OF OMAHA					
		I-001166496731	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	17.33
01-4679	MUNICODE					
		I-00353661	215-4641-422	PROFESSIONAL SUBSCRIPTION - 1/1/-12/31/21	000000	1,200.00
				DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL:	7,038.67
				FUND 215 HISTORIC PRESERVATION	TOTAL:	23,723.23

01/29/2021 11:18 AM
PACKET: 05281 COMBINED - 02-02-21
VENDOR SET: 01
FUND : 216 REVOLVING LOAN
DEPARTMENT: N/A NON-DEPARTMENTAL
BUDGET TO USE: CB-CURRENT BUDGET

REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 14

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4177	MIKLA, JAMES & CHRISTIN	I-113020	216-1310	DUE FROM OTHE RW 30 ADAMS MIKLA	000000	712.19
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	712.19
01-1496	LAWRENCE CO. REGISTER O	I-011521	216-4653-960	CLOSING CO RECORD FEE 78 WILLIAMS JOHNSON	000000	30.00
		I-011521-1	216-4653-960	CLOSING CO SATIS MORTG 128 WILLIAMS ARSAG	000000	30.00
		I-012021	216-4653-960	CLOSING CO RECORD FEE 675 MAIN GOLD NUGGE	000000	30.00
		I-012221	216-4653-960	CLOSING CO RECORD FEE 17 FILLMORE BLOOM	000000	60.00
01-4086	TWIN CITY HARDWARE - GR	I-2101-115904	216-4653-962-03	WINDOWS GRANT DOOR 562 WILLIAMS WEBER	000000	1,200.00
		I-2101-115908	216-4653-962-03	WINDOWS GRANT DOOR 14 LINCOLN DENNIS	000000	600.00
01-4438	DAKOTA TITLE	I-OE-0007-21	216-4653-960	CLOSING CO OE REPORT 17 FILLMORE BLOOM	000000	120.00
01-4571	NEWKIRK, ADRIAN	I-120720-1	216-4653-962-03	WINDOWS GRANT WINDOWS 42 LINCOLN NEWKIRK	000000	7,217.06
		I-121020-1	216-4653-962-03	WINDOWS GRANT DOOR 39 LINCOLN NEWKIRK	000000	500.00
01-4612	JS CONSTRUCTION, INC.	I-122-125	216-4653-962-03	WINDOWS GRANT DOOR 8 VAN BUREN JOHNSON	000000	765.31
		I-122-126	216-4653-962-03	WINDOWS GRANT DOOR 8 VAN BUREN JOHNSON	000000	459.18
01-4788	CASEY, PAUL	I-123120	216-4653-962-03	WINDOWS GRANT WINDOWS 370 WILLIAMS CASEY	000000	5,509.36
			DEPARTMENT 653	REVOLVING LOAN	TOTAL:	16,520.91
			FUND 216	REVOLVING LOAN	TOTAL:	17,233.10

PACKET: 05281 COMBINED - 02-02-21

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-FEB02012021	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,396.09
01-0561	SOUTH DAKOTA 811	I-SD20-3586	602-4330-422	PROFESSIONAL DEC LOCATE MSGS-FAX FEES/WATER	000000	6.16
01-0578	TWIN CITY HARDWARE & LU	I-2012-113228	602-4330-426	SUPPLIES TUBING CUTTER-MINI/WATER	000000	53.98
		I-2101-115849	602-4330-426	SUPPLIES 10 PK WIRE SPLC CONNECTOR/WATE	000000	5.99
01-0828	USA BLUEBOOK	I-469986	602-4330-426	SUPPLIES MAGNA TRAK-LIQUID TESTS/WATER	000000	757.19
01-1003	VERIZON WIRELESS	I-9870983045	602-4330-422	PROFESSIONAL WATER PRVS AND OFFICE ROUTER	000000	120.88
		I-9870983045	602-4330-422	PROFESSIONAL ONCALL CELLPHONE/WATER	000000	24.86
		I-9870983045	602-4330-422	PROFESSIONAL ON CALL CELLPHONE/WATER	000000	24.84-
01-1171	A & B BUSINESS SOLUTION	I-IN799167	602-4330-426	SUPPLIES CONTRACT BASE RATE/WATER	000000	72.81
01-1365	SD PUBLIC HEALTH LAB	I-10597425	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	30.00
01-3836	MID-AMERICAN RESEARCH C	I-0721561-IN	602-4330-426	SUPPLIES (12) TFE LUBE/WATER	000000	110.78
01-3877	MUTUAL OF OMAHA	I-001166496731	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	21.45
01-3977	ACE HARDWARE OF LEAD	I-019641	602-4330-426	SUPPLIES AUTO CRIMPER-STRIPPER/WATER	000000	19.99
DEPARTMENT 330 WATER					TOTAL:	5,595.34
FUND 602 WATER FUND					TOTAL:	5,595.34

PACKET: 05281 COMBINED - 02-02-21

VENDOR SET: 01

Section 4 Item a.

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4789	ROBERTS, CHRIS					
		I-00000921	610-3362-631	REVENUES-TRAN REFUND LOST TICKET ERROR-RAMP	000000	25.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 25.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-FEB02012021	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,198.36
01-1003	VERIZON WIRELESS					
		I-9870983045	610-4360-422	PROFESSIONAL PARKING ENFORCEMENT SYSTEM	000000	126.12
		I-9870983045	610-4360-422	PROFESSIONAL PARKING ENFORCEMENT SYSTEM	000000	150.42-
		I-9871109016	610-4360-424	RENTALS PHONE SERVICE/METERS - P&T	000000	40.01
01-3060	QUIK SIGNS					
		I-31849	610-4360-426	SUPPLIES (200) 9X4 IN ORACAL 3551RA/P&T	000000	245.42
01-3877	MUTUAL OF OMAHA					
		I-001166496731	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	14.85
01-4766	IPS GROUP INC					
		I-INV56643	610-4360-434	MACHINERY/EQU INSTALLATION PARKING SYST/P&T	000000	5,700.00
				DEPARTMENT 360	PARKING/TRANSPORTATION	TOTAL: 8,174.34
01-0433	WELLMARK BLUE CROSS BLU					
		I-FEB02012021	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	571.32
01-0578	TWIN CITY HARDWARE & LU					
		I-2101-115103	610-4361-426	SUPPLIES WATCH BATTERY-THINNER/TROLLEY	000000	33.46
		I-2101-116170	610-4361-426	SUPPLIES JUNO PRIVACY KNOB/TROLLEY	000000	21.99
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-61706	610-4361-425	REPAIRS REPLACE EXHAUST PIPES/TROLLEY	000000	72.00
01-1626	SERVALL UNIFORM AND LIN					
		I-0433175	610-4361-422	PROFESSIONAL MOPS-TOWELS-MATS/TROLLEY	000000	137.36
		I-0438531	610-4361-422	PROFESSIONAL TOWELS-MOPS-MATS/TROLLEY	000000	137.36
01-1694	GRIMM'S PUMP & INDUSTRI					
		I-32036	610-4361-426	SUPPLIES BARREL PUMP W/O HOSE/TROLLEY	000000	46.50
01-2427	HOMETOWN MANUFACTURING					
		I-5045	610-4361-426	SUPPLIES (5) FLAPPER SPRINGS/TROLLEY	000000	186.00
01-2713	BROWN'S SMALL ENGINE RE					
		I-117527	610-4361-426	SUPPLIES DISC FRICTION-FREIGHT/TROLLEY	000000	48.37

PACKET: 05281 COMBINED - 02-02-21

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3654	SPEARFISH AUTO SUPPLY					
		I-179062	610-4361-426	SUPPLIES TUBING-ELBOW-CLAMP-UBOLT/TROLL	000000	129.49
		I-179305	610-4361-426	SUPPLIES EXHAUST ELBOW-FREIGHT/TROLLEY	000000	148.00
01-3877	MUTUAL OF OMAHA					
		I-001166496731	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	5.70
01-4286	TCF EQUIPMENT FINANCE					
		I-02012021	610-4361-434	MACHINERY/EQU #300 TROLLEY	000000	3,133.62
		I-02012021	610-4361-434	MACHINERY/EQU #301TROLLEY	000000	3,133.62
		I-02012021	610-4361-434	MACHINERY/EQU #303 TROLLEY	000000	3,133.62
			DEPARTMENT 361	TROLLEY DEPARTMENT	TOTAL:	10,938.41
01-0578	TWIN CITY HARDWARE & LU					
		I-2101-113634	610-4362-425	REPAIRS FASTENERS-GALV-EMT STRAP/RAMP	000000	7.80
			DEPARTMENT 362	BROADWAY GARAGE	TOTAL:	7.80
			FUND	610 PARKING/TRANSPORTATION	TOTAL:	19,145.55
					REPORT GRAND TOTAL:	278,342.51



427 SOUTH CHAPELLE
C/O 500 EAST CAPITOL
PIERRE, SD 57501-5070
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Section 5 Item a.

RUSSELL A. OLSON
AUDITOR GENERAL

February 1, 2021

Municipality of Deadwood
102 Sherman Street
Deadwood, South Dakota 57732

This letter is intended to inform you of matters that must be formally communicated to those charged with governance in accordance with auditing standards generally accepted in the United States of America. These required communications include, but are not limited to, the following:

- 1) The auditor's views about qualitative aspects of the entity's significant accounting practices.
- 2) Any significant difficulties encountered during the audit.
- 3) Any disagreements with management.
- 4) Corrected and uncorrected misstatements, other than those that are trivial, brought to management's attention as a result of the audit.
- 5) Representations the auditor has requested from management.
- 6) Management's consultation with other accountants, if any.
- 7) Any significant issues arising from the audit that were discussed or communicated to management.
- 8) Any other findings or issues considered significant or relevant to those charged with governance regarding their oversight of the financial reporting process, such as any threats to auditor independence.

As part of performing the audit of the financial statements of Municipality of Deadwood (Municipality) as of December 31, 2019 and for the year then ended, we have identified the following matters that we feel are required to be communicated to those charged with governance.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant policies used by the Municipality are described in Note 1 to the financial statements. No accounting policies were changed during the audit period noted above. We noted no transactions entered into by the Municipality during the audit period for which there was a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The significant estimates used by the Municipality include estimating the amount of revolving loans that will be written off as uncollectible

Difficulties Encountered in Performing the Audit

We noted no significant difficulties in dealing with management in performing and completing our audit.

Disagreements with Management

For the purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no significant disagreements arose during the course of our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management and those charged with governance.

There were no material unposted audit adjustments for the audit period ended December 31, 2019. A recap of significant auditor recommended adjustments that were posted to the financial statements we given to and approved by the Municipal Finance Officer.

We are also required to communicate with management and those charged with governance the effect of any uncorrected misstatements which are less than material but more than trivial, including the impact of unposted adjustments in prior years. A recap of these items has been discussed with and approved by the Municipality Finance Officer.

Management Representations

We have requested certain representations from management that are included in the management representation letters dated February 1, 2021.

Management's Consultation with other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If consultation involves application of an accounting principle to the Municipality's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

There were no other findings or issues noted during the audit.

This communication is intended solely for the information and use of those charged with governance and, if appropriate, management and is not intended to be and should not be used by anyone other than those specified parties.

Sincerely,
Allen L. Schaefer

Allen L Schaefer
Auditor-in-Charge

SCHEDULE OF CURRENT AUDIT FINDINGS

Current Audit Findings:

Internal Control-Related Findings - Material Weaknesses:

Financial Reporting Errors

Finding No. 2019-001:

Criteria:

The Municipality's internal control structure should be designed to provide for the preparation of the annual financial report, which includes having an adequate system for recording and processing entries material to the annual financial reports being audited in accordance with generally accepted accounting principles.

Condition:

The Municipality does not have an internal control system designed to provide for the preparation of the annual financial report in accordance with generally accepted accounting principles. We noted numerous significant reporting errors within the annual report prepared by the Municipality.

Context:

We noted the following significant errors in the Municipality's annual financial report for the year ended December 31, 2019..

- a. The Governmental Accounting Standards Board (GASB) requires that the Municipality's fund financial statements report major funds individually and nonmajor funds in the aggregate. The Outlaw Square Capital Projects Fund was incorrectly report as part of the Other Governmental Funds when it should have been reported separately as a major fund.
- b. The financial statements presented for audit did not balance between statements where required. The Governmental Activities Statement of Net Position and Statement of Activities and the associated reconciliations between the fund financial statements and government wide financial statements were not updated to report the 2019 information and the Business-Type Activities and Enterprise Fund Statement of Net Position were not updated to report the 2019 information.
- c. During the course of the audit, material audit adjustments to the Municipality's reported account balances were necessary which, if not corrected, would have resulted in a material misstatement of the Municipality's financial statements.

Effect:

Inaccurate and incomplete information was presented to the users of the annual financial reports.

Cause:

The Municipality does not have an adequate internal control system designed to provide for the preparation of the annual financial report in accordance with generally accepted accounting principles.

Recommendation:

We recommend that the Municipality strengthen internal controls over financial reporting.

Views of responsible officials:

Compliance and Other Matters:

Annual Financial Report

Finding No. 2019-002:

Criteria:

South Dakota Codified Law (SDCL) 9-22-21 states: "The financial officer shall report to the governing body no later than the first regular meeting of May of each year, the receipts, expenses and financial condition of the municipality. The report shall include the amount of funds in the treasury at the time the report is made and where and in what amounts the funds are deposited or invested. The report shall be published in the official newspaper, or any other newspaper as the governing body may direct within thirty days after the report is made to the governing body or on completion of an annual audit. By the last day of May each year the financial officer shall file a copy of the report with the Department of Legislative Audit."

Condition:

The Municipal Finance Officer did not prepare a complete annual report and did not file with the Auditor General of the Department of Legislative Audit on a timely basis the annual financial report for the year ended December 31, 2019 as required by SDCL 9-22-21.

Context:

The annual financial report for the year ended December 31, 2019 was not filed with the Auditor General.

Effect:

The Municipality is not in compliance with SDCL 9-22-21.

Cause:

The Municipal Finance Officer did not file the annual financial report for the year ended December 31, 2019 in accordance with SDCL 9-22-21.

Recommendation:

We recommend that the Municipality comply with SDCL 9-22-21.

Views of responsible officials:



427 SOUTH CHAPELLE
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Section 5 Item a.

RUSSELL A. OLSON
AUDITOR GENERAL

February 1, 2021

Municipality of Deadwood
102 Sherman Street
Deadwood, South Dakota 57732

In planning and performing our audit of the financial statements of the Municipality of Deadwood (Municipality) as of December 31, 2019 and for the year then ended, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, we considered Municipality's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Municipality's internal control. Accordingly, we do not express an opinion on the effectiveness of the Municipality's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Municipality's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses and therefore, there can be no assurance that all deficiencies, significant deficiencies, or material weaknesses have been identified.

Auditing standards generally accepted in the United States of America and *Government Auditing Standards* require that we provide you with this management letter to communicate:

1. Deficiencies Noted in Internal Control:
 - a. Deficiencies in internal control which are material weaknesses or significant deficiencies. Material weaknesses and significant deficiencies will be included in the schedule of current audit findings included in the audit report and are summarized later in this letter.
 - b. Deficiencies noted in internal control which did not rise to the level of being a material weakness or significant deficiency, yet are important enough to merit attention by those charged with governance. These deficiencies are described in detail later in this letter.
2. Violations of laws, rules and regulations and provisions of contracts or grant agreements.
 - a. Material violations of laws, rules and regulations and provisions of contracts or grant agreements. Material violations will be included in the schedule of current audit findings included in the audit report and are summarized later in this letter.

- b. Immaterial violations of laws, rules and regulations and provisions of contracts or grant agreements. These violations are described in detail later in this letter.
3. All unadjusted proposed audit adjustments to the financial statements which were not corrected, including the nature, amount and effect of the uncorrected misstatements. These adjustments have been determined by management to be immaterial, both individually and in the aggregate, to the financial statements, taken as a whole. The lead schedule of potential audit adjustments has been given to and discussed with Jessica McKeown, Finance Officer.

Deficiencies Noted in Internal Control Which Are Material Weaknesses Or Significant Deficiencies which are included in the schedule of current audit findings in the audit report:

The Municipality does not have an adequate internal control system designed to provide for the preparation of the annual financial reports in accordance with generally accepted accounting principles. This item is further discussed in Current Audit Finding 2019-001. We recommend the Municipality strengthen internal controls over financial reporting.

Deficiencies Noted in Internal Control Which Did Not Rise To The Level Of Being A Material Weakness or Significant Deficiency Yet Important Enough To Merit Attention Of Those Charged With Governance:

1. Transfers are recorded between the BID Funds and General Fund, and the Parking and Transportation Fund and General Fund, for administrative and other services, but are not tied to a specific expenditure. We recommend that these transfers be considered operating transfer in and out and budgeted as such and then approved by the Commission to be consistent with the way the transfer for the impact of gaming are recorded.
2. It has been five years since the Municipality contracted for an Internal Control Review of Neighborhood Housing's processing of revolving loans for the Municipality. We recommend the Municipality consider contracting for a current Internal Control Review of the process followed by Neighborhood Housing.
3. Transfers were made between various municipal funds without the prior approval of the City Commission. We recommend all transfers, whether budgeted or not, be approved by the City Commission before the transfers are made.

Material Violations of Laws, Rules, and Regulations and Provisions of Contract and Grant Agreements which are included in the schedule of current audit findings in the audit report:

The 2019 annual report was not filed with the Department of Legislative Audit by May 31, 2019 as required by SDCL 9-22-21. This item is further discussed in Current Audit Finding 2019-002. We recommend the annual report be filed with the Department of Legislative Audit by May 31 of the following year as required by SDCL 9-22-21.

Immaterial Violations of Laws, Rules, and Regulations and Provisions of Contract and Grant Agreements

The Municipality incurred expenditures in excess of appropriations contrary to SDCL 9-21-25. We recommend that the Municipality refrain from incurring any expenditure in excess of the amount appropriated as required by SDCL 9-21-25.

We also noted other less significant items throughout the course of the audit that were discussed with management.

This communication is intended solely for the information and use of the South Dakota Legislature, state granting agencies, and the governing board and management of the Municipality of Deadwood and is not intended to be and should not be used by anyone other than these specified parties. However, as

required by South Dakota Codified Law 4-11-11 this report is matter of public record and its distribution is not limited.

If you have any questions, please contact me.

Sincerely,

Allen L Schaefer

Allen L Schaefer
Auditor-in-Charge



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

February 1, 2021

Allen L Schaefer
3707 Locust Street
Rapid City, SD 57701

We are providing this letter in connection with your audit of the financial statements of Municipality of Deadwood as of December 31, 2019 and for the year then ended for the purpose of expressing an opinion as to whether the basic financial statements present fairly, in all material respects, the financial position of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Municipality of Deadwood and the respective changes in financial position and cash flows, where applicable, in conformity with accounting principles generally accepted in the United States of America. We confirm that we are responsible for the fair presentation of the aforementioned financial statements in conformity with accounting principles generally accepted in the United States of America. We are also responsible for adopting sound accounting policies, establishing and maintaining appropriate internal controls, and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, the following representations made to you during your audit.

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated December 7, 2020, for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance with U.S. GAAP.
2. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.

4. We acknowledge our responsibility for compliance with the laws, regulations, and provisions of contracts and grant agreements.
5. We have reviewed, approved, and taken responsibility for the financial statements and related notes.
6. Required Supplementary Information consisting of Management's Discussion and Analysis has not been prepared.
7. We have identified and communicated to you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
8. Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.
9. Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
10. All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
11. The effects of uncorrected misstatements and aggregated by you during the current engagement are immaterial, both individually and in the aggregate, to the applicable opinion units and to the financial statements as a whole.
12. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.
13. All component units, as well as joint ventures with an equity interest, are included and other joint ventures and related organizations are properly disclosed.
14. All funds and activities are properly classified.
15. All funds that meet the quantitative criteria in GASB Statement No. 34 and GASB Statement No. 65 for presentation as major are identified and presented as such and all other funds that are presented as major are considered important to financial statement users.
16. All components of net position, nonspendable fund balance, and restricted, committed, assigned, and unassigned fund balance are properly classified and, if applicable, approved.
17. Our policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position/fund balance are available is appropriately disclosed and net position/fund balance is properly recognized under the policy.
18. All revenues within the statement of activities have been properly classified as program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.

19. All expenses have been properly classified in or allocated to functions and programs in the statement of activities, and allocations, if any, have been made on a reasonable basis.
20. All interfund and intra-entity transactions and balances have been properly classified and reported.
21. Special items and extraordinary items have been properly classified and reported.
22. Deposit and investment risks have been properly and fully disclosed.
23. Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.
24. All required supplementary information is measured and presented within the prescribed guidelines.
25. With regard to investments and other instruments reported at fair value:
 - a. The underlying assumptions are reasonable and they appropriately reflect management's intent and ability to carry out its stated courses of action.
 - b. The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.
 - c. The disclosures related to fair values are complete, adequate, and in accordance with U.S. GAAP.
 - d. There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.
26. With respect to your assistance in the preparation of the Notes to the Financial Statements Schedule of the Municipality's Retirement Contributions and the Schedule of the Municipality's Proportionate Share of Net Pension Liability we have performed the following:
 - a. Made all management decisions and performed all management functions;
 - b. Assigned a competent individual to oversee the services;
 - c. Evaluated the adequacy of the services performed;
 - d. Evaluated and accepted responsibility for the result of the service performed; and
 - e. Established and maintained internal controls, including monitoring ongoing activities.
27. We have provided you with:
 - a. Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements of the various opinion units referred to above, such as records, documentation, meeting minutes, and other matters;
 - b. Additional information that you have requested from us for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
28. All transactions have been recorded in the accounting records and are reflected in the financial statements.
29. We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - a. Management;

- b. Employees who have significant roles in internal control; or
 - c. Others where the fraud could have a material effect on the financial statements.
30. We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, vendors, regulators, or others.
 31. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
 32. We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.
 33. There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.
 34. The Municipality has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
 35. We have disclosed to you all guarantees, whether written or oral, under which the Municipality is contingently liable.
 36. We have disclosed to you all nonexchange financial guarantees, under which we are obligated and have declared liabilities and disclosed properly in accordance with GASB Statement No. 70, for those guarantees where it is more likely than not that the entity will make a payment on any guarantee.
 37. We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB Statement No. 62. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.
 38. We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
 39. There are no:
 - a. Violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
 - b. Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62.
 - c. Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62

- d. Restrictions, assignments or commitments of fund equity that were not properly authorized and approved.
40. The Municipality has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.
41. We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

Commission Chairperson

Finance Officer

**AGREEMENT FOR SCADA UPDATE (PHASE 2) SERVICES FOR
DEADWOOD, SOUTH DAKOTA**

This agreement is entered into the _____ day of _____
("effective date") by and between the City of Deadwood, South Dakota, hereinafter referred to as
the "City" and TTG Enterprises Inc., hereinafter referred to as "TTG" as follows:

1.0 RECITALS AND PURPOSE

- 1.1** The City desires to engage TTG to update the current SCADA system at the City of Deadwood Public Works building.
- 1.2** TTG represents that it has the special expertise and background necessary to provide the City with these services.

2.0 SCOPE OF SERVICES

TTG agrees to provide the City with the specific professional services as set forth in TTG's scope of services attached hereto as Exhibit A.

3.0 COMPENSATION

- 3.1** The City shall pay TTG for services under this agreement a total contract lump sum amount of \$25,000.00. Such fee shall be inclusive of all costs of whatsoever nature associated with TTG's efforts, including but not limited to salaries, benefits, overhead, administration, and profits. Reimbursable expenses for travel and technical costs are included in the lump sum budget.

TTG will not exceed the lump sum amount of \$25,000.00 for professional fees and reimbursable expenses. The scope of services and payment for the services and expenses shall only be modified by a properly authorized amendment to this Agreement signed in writing by both parties. No City employee has the authority to bind the City with regard to any payment for any services, which exceeds the amount payable under the terms of this Agreement.

- 3.2** TTG shall submit a detailed invoice to the City indicating the services performed and expenditures incurred for the specified time period. The City shall pay the invoice within thirty (30) days of receipt provided such amounts are not in dispute or the subject of disputes.

4.0 PROJECT REPRESENTATION

- 4.1** The City designates the Public Works Director as the responsible City staff member to provide direction to TTG during the conduct of the project. TTG shall comply with the directions given by the Public Works Director.
- 4.2** TTG designates Kevin Morris as the Principal-in-Charge. The City may rely upon the guidance, opinions, and recommendations provided by TTG and its representatives.

5.0 INSURANCE

- 5.1** TTG shall procure and maintain the minimum insurance coverages listed below. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by TTG pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by TTG to maintain such continuous coverage.

5.1.1 Evidence of Workers' Compensation insurance or qualified self-insured status shall be provided, if requested.

5.1.2 General Liability insurance with bodily injury and property damage each occurrence ONE MILLION DOLLARS (\$1,000,000) and general aggregate TWO MILLION DOLLARS (\$2,000,000).

5.1.3 Professional liability insurance in the amount of ONE MILLION DOLLARS (\$1,000,000) against claims arising out of work provided for in this agreement.

6.0 INDEMNIFICATION

TTG agrees to indemnify and hold harmless the City and its elected and appointed officials, agents and employees, from and against liability, claims, demands, and expenses, including court costs and reasonable attorney fees, on account of any injury, loss, or damage, which arise out of or are in any manner connected with the services to be performed by TTG, its officers and employees, under this contract. The obligations of this Section 7 shall not extend to any injury, loss, or damage, which is caused solely by the act, omission, or other fault of the City.

7.0 QUALITY OF WORK

TTG's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of professional services of a similar nature in the United States.

8.0 WORK PRODUCT/CONFIDENTIALITY

It is agreed that any and all information disclosed to TTG by the City in connection with this Agreement, as well as any ideas, concepts, know-how, or techniques developed for the City in the performance of this Agreement, will be held confidential by TTG and will not be disclosed to any other party without the express consent of the City.

9.0 INDEPENDENT CONTRACTOR

TTG and any persons employed by TTG for the performance of work hereunder shall be independent contractors and not agents of the City. Any provisions in this Agreement that may appear to give the City the right to direct TTG as to details of doing work or to exercise a measure of control over the work mean that TTG shall follow the direction of the City as to end results of the work only. As an independent contractor, TTG, its officers and employees, are not entitled to workers' compensation benefits except as may be provided by TTG nor to unemployment insurance benefits unless the independent contractor or some other entity provides unemployment compensation coverage. TTG is obligated to pay all federal and state income tax on any monies earned or paid pursuant to this contract relationship.

10.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

11.0 TERMINATION

11.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party, not caused by any action or omission of the terminating party. Terminating party will give the other party written notice at least fifteen (15) days in advance of the termination date.

11.2 In addition to the foregoing, this Agreement may be terminated by the City for its

convenience and without cause of any nature by giving written notice to TTG at least seven (7) days in advance of the termination date. In the event of such termination, TTG will be paid for the reasonable value of the services rendered to the date of termination, not to exceed the total amount of the Fee as set forth in Section 3.0 of this Agreement, and upon such payment, all obligations of the City to TTG under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies, which may be available to it.

12.0 INSPECTION

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of TTG that are related to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

13.0 ENFORCEMENT

The laws of the State of South Dakota shall govern the formation, interpretation, and performance of this Agreement. Any lawsuit pertaining to any matter under or growing out of this Agreement shall be venued in Lawrence County, South Dakota.

14.0 COMPLIANCE WITH LAW

TTG shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules and regulations of the City for payment of all applicable taxes, and obtaining and keeping in force all applicable permits and approvals.

15.0 NON-DISCRIMINATION

TTG shall administer all functions without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.

16.0 INTEGRATION AND AMENDMENT

Any changes to the terms and conditions as outlined herein must be mutually agreed upon by and between the parties and shall be incorporated in written amendments hereto, executed with the same formalities as this Agreement. No amendment or modification of this Agreement shall be effective until executed by the parties.

17.0 SEVERABILITY

If any provision of this Agreement is found to be illegal or unenforceable, then such provision shall be deemed stricken and the remaining provisions shall remain in full force and effect.

18.0 ASSIGNMENT

This Agreement shall be binding upon each of the parties, their successors, executors, administrators and assigns. TTG shall not assign, sublet, contract, or otherwise transfer its interest, in whole or in part, in this Agreement without the express written consent of the City. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of City.

CLIENT:
CITY OF DEADWOOD
108 Sherman Street
Deadwood, SD 57732

TTG:
TTG ENTERPRISES INC.
24492 Oak Meadows Ct.
Keystone, SD 57751
(605) 666-4987

Dated this _____ day of _____, 2021.

CITY OF DEADWOOD

David R. Ruth, Jr., Mayor

ATTEST:

Jessica McKeown
Finance Officer

Dated this _____ day of _____, 2021.

TTG ENTERPRISES INC.

By: _____
Its: _____

STATE OF SOUTH DAKOTA)
)SS
COUNTY OF _____)

On this _____ day of _____, 2021, before me the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of TTG ENTERPRISES INC. and as such, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Notary Public, South Dakota

(SEAL)

My Commission Expires: _____

Authorization ID: SFN726
Contact Name: CITY OF DEADWOOD
Expiration Date: 12/31/2050
Use Code: 814

FS-2700-4 (VER. 03/17)
OMB 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

SPECIAL USE PERMIT

Authority: FEDERAL LAND POLICY AND MGMT ACT, AS AMENDED October 21, 1976

CITY OF DEADWOOD of DEADWOOD VOLUNTEER FIRE DEPARTMENT, 737 MAIN STREET, DEADWOOD, SD UNITED STATES 57732 (hereinafter "the holder") is authorized to use or occupy National Forest System lands in the **BLACK HILLS NATIONAL FOREST** or unit of the National Forest System, subject to the terms and conditions of this special use permit (the permit).

This permit covers .01 acres located in Section 13, Township 5 N., Range 3 E., Black Hills Meridian, ("the permit area"), as shown on the map attached as Appendix A attached hereto and made a part hereof.

This permit issued for the purpose of:

Continued operation and use of two Fireveil wildfire detection devices mounted on posts (wood or steel) on National Forest System Lands.

TERMS AND CONDITIONS

I. GENERAL TERMS

A. AUTHORITY. This permit is issued pursuant to the **Federal Land Policy and Management Act, as Amended** October 21, 1976 and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Forest or Grassland Supervisor or a subordinate officer with delegated authority.

C. TERM. This permit shall expire at midnight on **12/31/2050**, 30 years from the date of issuance.

D. CONTINUATION OF USE AND OCCUPANCY. This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit for the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 6 months prior to expiration of this permit. Issuance of a new permit is at the sole discretion of the authorized officer. At a minimum, before issuing a new permit, the authorized officer shall ensure that (1) the use and occupancy to be authorized by the new permit is consistent with the standards and guidelines in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy

authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms and conditions when a new permit is issued.

E. AMENDMENT. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable forest land and resource management plan, or projects and activities implementing a land management plan pursuant to 36 CFR Part 215.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

G. NON-EXCLUSIVE USE. The use or occupancy authorized by this permit is not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

H. ASSIGNABILITY. This permit is not assignable or transferable.

I. TRANSFER OF TITLE TO THE IMPROVEMENTS.

1. **Notification of Transfer.** The holder shall notify the authorized officer when a transfer of title to all or part of the authorized improvements is planned.

2. **Transfer of Title.** Any transfer of title to the improvements covered by this permit shall result in termination of the permit. The party who acquires title to the improvements must submit an application for a permit. The Forest Service is not obligated to issue a new permit to the party who acquires title to the improvements. The authorized officer shall determine that the applicant meets requirements under applicable federal regulations.

II. IMPROVEMENTS

A. LIMITATIONS ON USE. Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically authorized by this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54. Approval of such a proposal through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

B. PLANS. All plans for development, layout, construction, reconstruction, or alteration of improvements in the permit area, as well as revisions to those plans must be prepared by a

SFN726 City of Deadwood, DVFD

professional engineer, architect, landscape architect, or other qualified professional based on federal employment standards acceptable to the authorized officer. These plans and plan revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built plans, maps, or surveys upon completion of the work.

C. CONSTRUCTION. Any construction authorized by this permit shall commence by N/A and shall be completed by N/A.

III. OPERATIONS.

A. PERIOD OF USE. Use or occupancy of the permit area shall be exercised at least 1 day each year.

B. CONDITION OF OPERATIONS. The holder shall maintain the authorized improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit. Standards are subject to periodic change by the authorized officer when deemed necessary to meet statutory, regulatory, or policy requirements or to protect national forest resources. The holder shall comply with inspection requirements deemed appropriate by the authorized officer.

C. MONITORING BY THE FOREST SERVICE. The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and transmission facilities at any time for compliance with the terms of this permit. The holder shall comply with inspection requirements deemed appropriate by the authorized officer. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or transmission facilities. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms and conditions of this permit.

IV. RIGHTS AND LIABILITIES

A. LEGAL EFFECT OF THE PERMIT. This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR 214 and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

B. VALID EXISTING RIGHTS. This permit is subject to all valid existing rights. Valid existing rights include those derived under mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.

C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

D. SERVICES NOT PROVIDED. This permit does not provide for the furnishing of road or trail maintenance, water, fire protection, search and rescue, or any other such service by a government agency, utility, association, or individual.

E. RISK OF LOSS. The holder assumes all risk of loss associated with use or occupancy of the permit area, including but not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If authorized temporary improvements in the permit area are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, the permit shall terminate.

F. DAMAGE TO UNITED STATES PROPERTY. The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs and damage to government-owned improvements covered by this permit.

1. The holder shall be liable for all injury, loss, or damage, including fire suppression, prevention and control of the spread of invasive species, or other costs in connection with rehabilitation or restoration of natural resources resulting from the use or occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs. Such costs may be deducted from a performance bond required under clause IV.J.

2. The holder shall be liable for damage caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to all roads and trails of the United States to the same extent as provided under clause IV.F.1, except that liability shall not include reasonable and ordinary wear and tear.

G. HEALTH AND SAFETY. The holder shall take all measures necessary to protect the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during the term of this permit that causes or threatens to cause a hazard to the health or safety of the public or the holder's employees or agents. The holder shall as soon as practicable notify the authorized officer of all serious accidents that occur in connection with these procedures, activities, events, or conditions. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations of the holder for hazardous conditions or compliance with health and safety standards.

H. ENVIRONMENTAL PROTECTION.

1. For purposes of clause IV.H and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

2. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use and occupancy of the permit area. Environmental damage includes but is not limited to all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. If the environment or any government property covered by this permit becomes damaged in connection with the holder's use and occupancy, the holder shall as soon as practicable repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

3. The holder shall as soon as practicable, as completely as possible, and in compliance with all applicable laws and regulations abate any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during or after the term of this permit that causes or threatens to cause harm to the environment, including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources.

I. INDEMNIFICATION OF THE UNITED STATES. The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use or occupancy authorized by this permit. This indemnification provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use or occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous materials, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

J. BONDING. The authorized officer may require the holder to furnish a surety bond or other security for any of the obligations imposed by the terms and conditions of this permit or any applicable law, regulation, or order.

V. RESOURCE PROTECTION

A. COMPLIANCE WITH ENVIRONMENTAL LAWS. The holder shall in connection with the use or occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., CERCLA, as amended, 42 U.S.C. 9601 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f

et seq.

B. VANDALISM. The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.

C. PESTICIDE USE.

1. Authorized Officer Concurrence. Pesticides may not be used outside of buildings in the permit area to control pests, including undesirable woody and herbaceous vegetation (including aquatic plants), insects, birds, rodents, or fish without prior written concurrence of the authorized officer. Only those products registered or otherwise authorized by the U.S. Environmental Protection Agency and appropriate State authority for the specific purpose planned shall be authorized for use within areas on National Forest System lands.

2. Pesticide-Use Proposal. Requests for concurrence of any planned uses of pesticides shall be provided in advance using the Pesticide-Use Proposal (form FS-2100-2). Annually the holder shall, on the due date established by the authorized officer, submit requests for any new, or continued, pesticide usage. The Pesticide-Use Proposal shall cover a 12-month period of planned use. The Pesticide-Use Proposal shall be submitted at least 60 days in advance of pesticide application. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time a Pesticide-Use Proposal was submitted.

3. Labeling, Laws, and Regulations. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers. No pesticide waste, excess materials, or containers shall be disposed of in any area administered by the Forest Service.

D. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES. The holder shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall follow the applicable inadvertent discovery protocols for the undertaking provided in an agreement executed pursuant to section 106 of the National Historic Preservation Act, 54 U.S.C. 306108; if there are no such agreed-upon protocols, the holder shall leave these discoveries intact and in place until consultation has occurred, as informed, if applicable, by any programmatic agreement with tribes. Protective and mitigation measures developed under this clause shall be the responsibility of the holder. However, the holder shall give the authorized officer written notice before implementing these measures and shall coordinate with the authorized officer for proximate and contextual discoveries extending beyond the permit area.

E. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION ACT (NAGPRA). In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall follow the applicable NAGPRA protocols for the undertaking provided in the NAGPRA plan of action or the NAGPRA comprehensive agreement; if there are no such agreed-upon protocols, the holder shall as soon as practicable notify the authorized officer of the discovery and shall follow

up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the forest archaeologist certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human remains and objects.

F. PROTECTION OF THREATENED AND ENDANGERED SPECIES, SENSITIVE SPECIES, AND SPECIES OF CONSERVATION CONCERN AND THEIR HABITAT.

1. Threatened and Endangered Species and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of 1973, 16 U.S.C. 1531 et seq., as amended, or within designated critical habitat shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on listed species or designated critical habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing threatened or endangered species or designated critical habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

2. Sensitive Species and Species of Conservation Concern and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals designated by the Regional Forester as sensitive species or as species of conservation concern pursuant to FSM 2670 shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on sensitive species or species of conservation concern or their habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing sensitive species or species of conservation concern or their habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

G. CONSENT TO STORE HAZARDOUS MATERIALS. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

H. CLEANUP AND REMEDIATION.

1. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153, Subpart B, and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated

representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

2. Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either in the permit area or in connection with the holder's activities in the permit area, regardless of whether those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.

VI. LAND USE FEE AND DEBT COLLECTION

A. LAND USE FEES. The use or occupancy authorized by this permit is **exempt** from a land use fee or the land use fee has been **waived in full** pursuant to 36 CFR 251.57 and Forest Service Handbook 2709.11, Chapter 30.

B. MODIFICATION OF THE LAND USE FEE. The land use fee may be revised whenever necessary to reflect the market value of the authorized use or occupancy or when the fee system used to calculate the land use fee is modified or replaced.

C. FEE PAYMENT ISSUES.

1. **Crediting of Payments.** Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.

2. **Disputed Fees.** Fees are due and payable by the due date. Disputed fees must be paid in full. Adjustments will be made if dictated by an administrative appeal decision, a court decision, or settlement terms.

3. Late Payments

(a) **Interest.** Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any fee amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the United States Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee amount is due.

(b) **Administrative Costs.** If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

(c) **Penalties.** A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which

interest charges begin to accrue.

(d) Termination for Nonpayment. This permit shall terminate without the necessity of prior notice and opportunity to comply when any permit fee payment is 90 calendar days from the due date in arrears. The holder shall remain responsible for the delinquent fees.

4. Administrative Offset and Credit Reporting. Delinquent fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. and common law. Delinquencies are subject to any or all of the following:

- (a) Administrative offset of payments due the holder from the Forest Service.
- (b) If in excess of 60 days, referral to the United States Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).
- (c) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 et seq.
- (d) Disclosure to consumer or commercial credit reporting agencies.

VII. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION. The authorized officer may revoke or suspend this permit in whole or in part:

- 1. For noncompliance with federal, state, or local law.
- 2. For noncompliance with the terms of this permit.
- 3. For abandonment or other failure of the holder to exercise the privileges granted.
- 4. With the consent of the holder.
- 5. For specific and compelling reasons in the public interest.

Prior to revocation or suspension, other than immediate suspension under clause VII.B, the authorized officer shall give the holder written notice of the grounds for revocation or suspension and a reasonable period, typically not to exceed 90 days, to cure any noncompliance.

B. IMMEDIATE SUSPENSION. The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an on-site review with the authorized officer's supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request within 48 hours. Following the on-site review, the authorized officer's supervisor shall promptly affirm, modify, or cancel the suspension.

C. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 214, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

D. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT ISSUANCE OF A NEW PERMIT. Upon revocation or termination of this permit without issuance of a new permit, the holder shall remove all structures and improvements, except those owned by the United States, within a reasonable period prescribed by the authorized officer and shall restore the site to the satisfaction of the authorized officer. If the holder fails to remove all structures and improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

VIII. MISCELLANEOUS PROVISIONS

A. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

B. CURRENT ADDRESSES. The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for billing and payment of land use fees.

C. SUPERSEDED PERMIT. This permit supersedes a special use permit designated **CITY OF DEADWOOD, SFN491**, dated 03/14/2012.

D. SUPERIOR CLAUSES. If there is a conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

E. FEES - EXEMPTIONS AND WAIVERS (A-10).

LAND USE FEES. The use or occupancy authorized by this permit is **exempt from a land use fee** or the **land use fee has been waived in full** pursuant to 36 CFR 251.57 and Forest Service Handbook 2709.11, chapter 30. Every 5 years, the Authorized Officer shall review the criteria for a land use fee waiver, and if they no longer apply, shall charge the full land use fee.

F. SURVEYS, LAND CORNERS (D-4). The holder shall protect, in place, all public land survey monuments, private property corners, and Forest boundary markers. In the event that any such land markers or monuments are destroyed in the exercise of the privileges permitted by this

SFN726 City of Deadwood, DVFD

authorization, depending on the type of monument destroyed, the holder shall see that they are reestablished or referenced in accordance with (1) the procedures outlined in the "Manual of Instructions for the Survey of the Public Land of the United States," (2) the specifications of the county surveyor, or (3) the specifications of the Forest Service.

Further, the holder shall cause such official survey records as are affected to be amended as provided by law. Nothing in this clause shall relieve the holder's liability for the willful destruction or modification of any Government survey marker as provided at 18 U.S.C. 1858.

G. IMPROVEMENT RELOCATION (X-33). This authorization is granted with the express understanding that should future location of United States Government-owned improvements or road rights-of-way require the relocation of the holder's improvements, such relocation will be done by, and at the expense of, the holder within a reasonable time as specified by the Authorized Officer.

SFN726 City of Deadwood, DVFD

THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.

BEFORE ANY PERMIT IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS AND CONDITIONS OF THE PERMIT.

ACCEPTED:

Ken Hawki
 KEN HAWKI
 Fire Executive Officer
 City of Deadwood Volunteer Fire Department

7 Dec 2020
 DATE

APPROVED:

Jeff Tomac
 JEFF TOMAC
 Forest Supervisor
 Black Hills National Forest

1-6-2021
 DATE

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

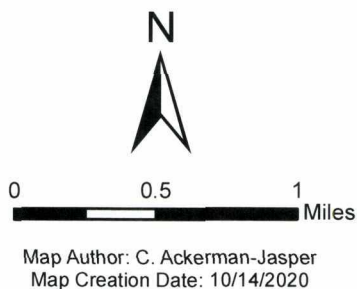
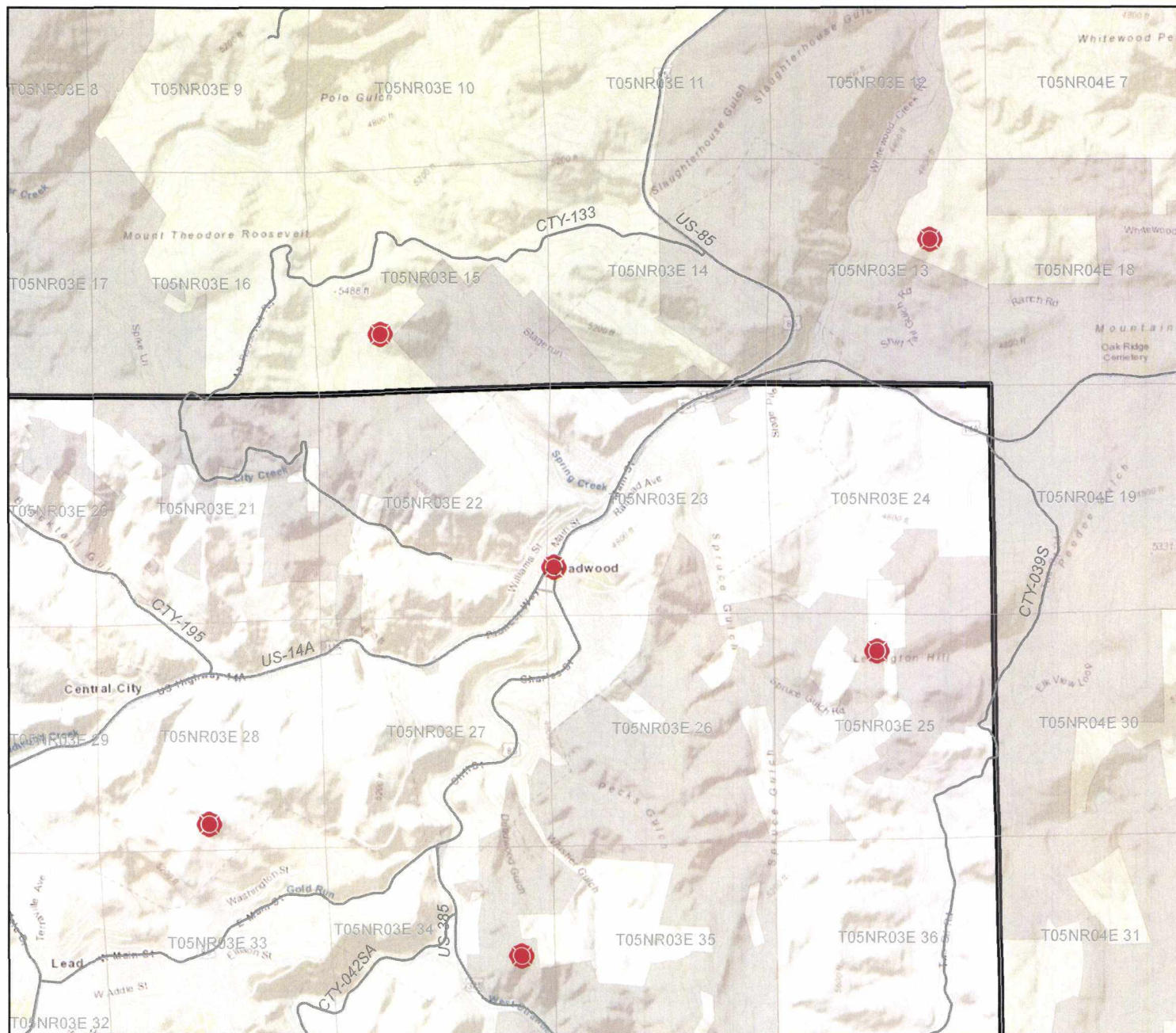
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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Exhibit A

SFN726 Fireveil Detection Device Locations



SFN726

City of Deadwood - DVFD
Fireveil Device Locations

T5N R3E Sections 13 and 15

The USDA Forest Service makes no warranty, expressed or implied regarding the data displayed on this map, and reserves the right to correct, update, modify, or replace this information without notification.



DECISION MEMO
CITY OF DEADWOOD FIREVEIL DETECTION DEVICE
SPECIAL USE PERMIT RENEWAL
BLACK HILLS NATIONAL FOREST
NORTHERN HILLS RANGER DISTRICT
LAWRENCE COUNTY, SOUTH DAKOTA
T5N R3E SECTIONS 13 AND 15

BACKGROUND

The City of Deadwood utilizes a series of Fireveil detection devices to detect wildfires near the city. A total of five of these devices are located on high points surrounding the city, with two of the devices located on National Forest System (NFS) land to the north and northeast of Deadwood. These sites consist of a small wood post with the Fireveil device attached. The sites located on NFS land are authorized under a special use permit that expires on December 31, 2020. The City of Deadwood has requested a renewal of the permit to utilize and maintain these devices on NFS land for an additional 30 years. No additional devices would be installed, no ground disturbance would occur, and no changes would be made to the stipulations of the existing permit.

DECISION

I have decided to approve the renewal of the special use permit to the City of Deadwood as described above.

These actions are categorically excluded from documentation in an environmental impact statement (EIS) or an environmental assessment (EA). The proposed actions fall under two categorical exclusions. Installation of the utility line falls under 36 CFR 220.6(e)(15): "Issuance of a new special use authorization for a new term to replace an existing or expired special use authorization when the only changes are administrative, there are not changes to the authorized facilities or increases in the scope or intensity of authorized activities, and the applicant or holder is in full compliance with the terms and conditions of the special use authorization."

I find that no extraordinary circumstances exist that would warrant further analysis and documentation in an EA or EIS. I considered resource conditions identified in agency procedures that should be considered in determining whether extraordinary circumstances might exist:

- Federally listed threatened or endangered species or designated critical habitat, species proposed for Federal listing or proposed critical habitat, or Forest Service sensitive species – For Region 2 Sensitive Species, the district wildlife biologist determined that the proposed activities would have no effect. One Threatened or Endangered Species, the northern long-eared bat (NLEB; threatened), occurs within the project area. The proposed activities have been previously consulted on.
- Flood plains, wetlands, or municipal watersheds – None present.
- Congressionally designated areas such as wilderness, wilderness study areas, or national



recreation areas – None present.

- Inventoried roadless areas or potential wilderness areas – None present.
- Research natural areas – None present.
- American Indians and Alaska Native religious or cultural sites, archeological sites, or historic properties or areas – None present.

DESIGN CRITERIA

Heritage

- The area in which permitted activities are authorized to take place has been surveyed for cultural resources. During permitted activities, should anyone locate any bones, artifacts, foundations, or other indications of past human occupation of the area, he or she must notify the District or Forest archeologist immediately to determine an appropriate course of action.

Wildlife

- Should any activity result in the discovery of an active bat roost or hibernacula, do not disturb, harm or harass bat(s) and report the location of the sighting to the Forest Service wildlife biologist.
- If any permitted activity results in the discovery of a raptor nest or defensive behavior by a raptor that suggests a nest may be nearby, vacate the area immediately and notify the Forest Service wildlife biologist as soon as possible.

FINDINGS REQUIRED BY OTHER LAWS AND REGULATIONS

This decision is consistent with the Black Hills National Forest Land and Resource Management Plan (Forest Plan).

This decision is consistent with the National Historic Preservation Act (NHPA). The proposed activities have been evaluated and consulted on previously. Because no new ground disturbance would occur, no additional consultation is necessary.

This decision is consistent with the Endangered Species Act (ESA). The Forest biologist analyzed the impacts of routine, ongoing activities that do not occur near known northern long-eared bat hibernacula across the Black Hills National Forest and consulted on those activities with the US Fish and Wildlife Service. This activity was among those previously consulted on. No additional consultation is necessary.

ADMINISTRATIVE REVIEW (APPEAL) OPPORTUNITIES

The Agricultural Act of 2014 (the Farm Bill) repealed the Appeals Reform Act and eliminated the appeal regulations at 36 CFR 215. As a result, categorically excluded projects are no longer subject to appeal. The Farm Bill also directed that categorically excluded projects were exempt from the pre-decisional review process at 36 CFR 218. Therefore, this decision is final.



IMPLEMENTATION DATE

The issuance of the special use permit renewal may occur immediately.

CONTACT

For additional information concerning this project, please contact Callie Ackerman-Jasper, Lands Specialist, (605) 443-3077.


JEROME KRUEGER

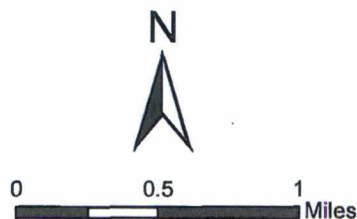
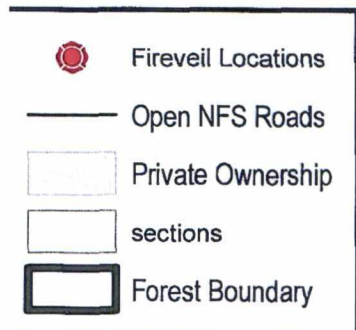
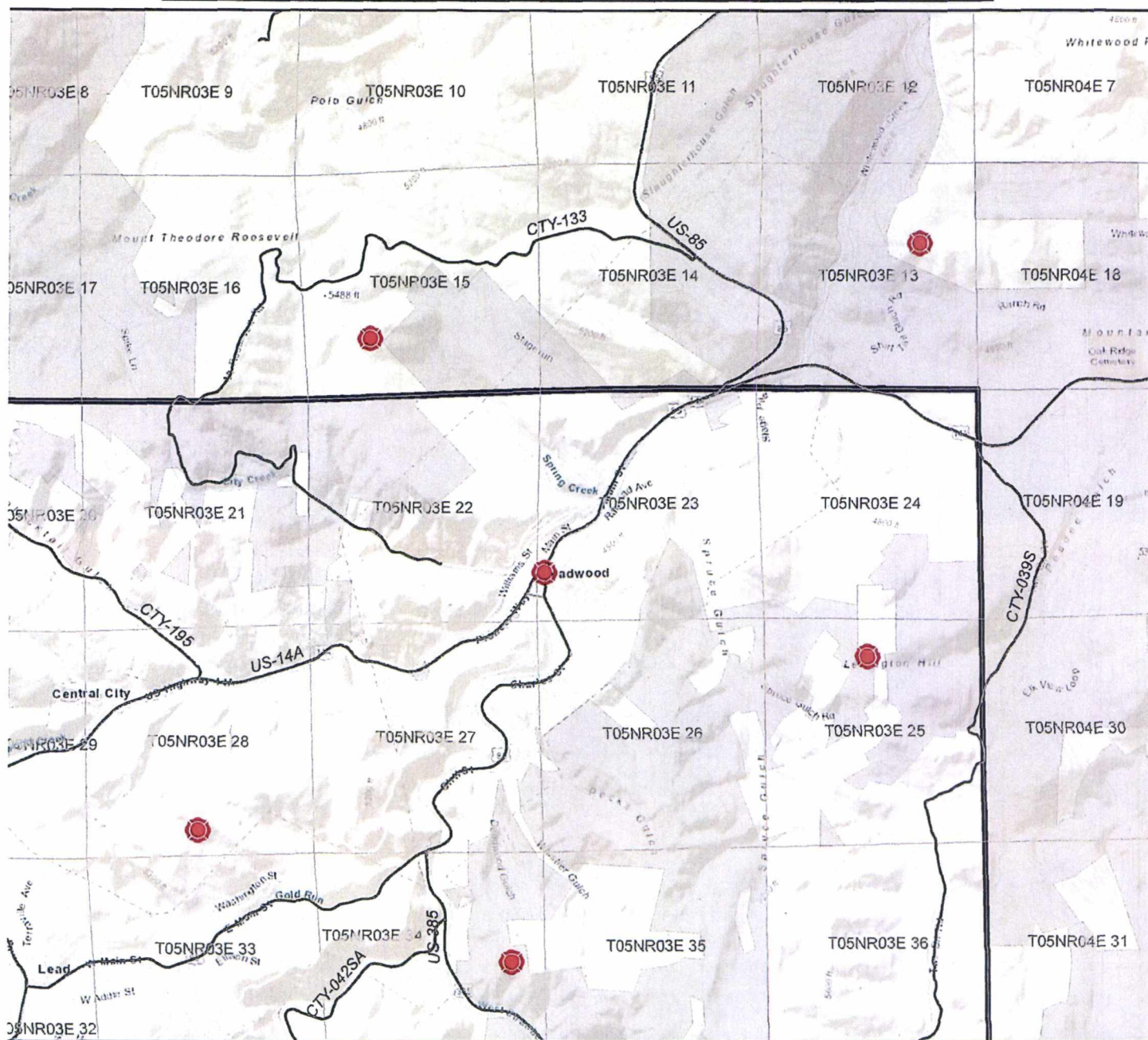
Acting Forest Supervisor

8 Dec 2020
Date

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Exhibit A

SFN726 Fireveil Detection Device Locations



Map Author: C. Ackerman-Jasper
Map Creation Date: 10/14/2020

SFN726
City of Deadwood - DVFD
Fireveil Device Locations
T5N R3E Sections 13 and 15

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DENR
SOUTH DAKOTA

**DEPARTMENT of ENVIRONMENT
and NATURAL RESOURCES**

JOE FOSS BUILDING
523 EAST CAPITOL
PIERRE, SOUTH DAKOTA 57501-3182
denr.sd.gov

January 14, 2021

Charles Turbiville
Mayor, City of Deadwood
67 Dunlop Avenue
Deadwood, SD 57732

RE: Surface Water Discharge Permit Renewal Application: SDG860023
City of Deadwood

Mayor Charles Turbiville:

Your Surface Water Discharge permit expires September 30, 2021. In order to renew your permit coverage prior to its expiration, please complete the enclosed applications on or before **February 1, 2021**.

Please read the instructions carefully before you complete these forms, as some sections may not apply to your facility. State law requires that the applications be signed by the ranking elected official for a municipality or other public agency. When you complete the forms, send the original to DENR at the following address:

Tina McFarling
Surface Water Quality Program
Joe Foss Building
523 East Capitol Ave
Pierre, SD 57501-3182

If you need assistance or have any questions regarding the completion or submittal of these forms, please contact me at (605) 773-3351. If you find it more convenient, you may also download the applications form DENR's website at <http://denr.sd.gov/des/sw/swqformsandpermits.aspx>.

Sincerely,

Tina McFarling, P.E.
SWD Permits Team Leader
Surface Water Quality Program

Enclosures



DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

NOTICE OF INTENT (NOI)

to Obtain Coverage Under the SWD General Permit for Water Treatment and Distribution System

Return to: SD Department of Environment and Natural Resources
 Surface Water Quality Program
 523 East Capitol Avenue
 Pierre, South Dakota 57501-3181
 Telephone: (605) 773-3351 or 1-800-SDSTORM

PLEASE PRINT OR TYPE

I. Type of Permit Requested: Check (X) the appropriate response:

☐ Water Treatment Plant (DW1) ☒ Water Distribution System (DW2) ☐ Both

II. Primary Contact Information: ☒ Owner ☐ Operator ☐ Contractor

Facility Name: City of Deadwood Phone: (605) 578-3082

Responsible Contact Person: Mayor Dave Ruth Jr.

Street: 108 Sherman Street

City: Deadwood State: SD County: Lawrence Zip Code: 57732

III. Secondary Contact Information: (If different from above)

☐ Owner ☒ Operator ☐ Contractor

Facility Name: City of Deadwood Phone: (605) 578-3082

Responsible Contact Person: Randy Pfarr

Street: 67 Dunlop Avenue

City: Deadwood State: SD County: Lawrence Zip Code: 57732

IV. Facility/Site Information: (Physical description of facility/site activities)

DW1

DW2 The Distribution System consists of six reservoirs, nine pressure regulating stations, and three pumping stations. Approximately 15 miles of pipe, 200 fire hydrants, and 807 service accounts.

Attach additional sheets if necessary

V. Receiving Waters:

Please list all possible receiving waters of the discharge (if discharging to a Municipal Storm Sewer, indicate which municipality and the ultimate receiving water) or a map with the information:

The City of Deadwood receives all water discharges to sanitary sewer.

NOTE: Please place points of withdrawal and discharge on a topographic map, or other map if a topographic map is unavailable. This map should show potential discharge locations and the names of all potential receiving streams.

VI. Operational History:

Date Constructed: 1993-94 (Treatment Plant Built)

Operational Start-up: 1995

- VII. Is there any reason to believe that the discharge may contain any pollutant other than those limited in the permit (i.e. TSS, pH, Chlorine, and ammonia)? ☐ Yes ☒ No
If yes, list any additional pollutants that may be present:

NOTE: Attach any analytical data or Material Safety Data Sheets that indicate levels of pollutants present in water to be discharged.

VIII. **Best Management Practices Plan:**

- A. Has the facility written a Best Management Practices plan in lieu of sampling for TSS and Total Residual Chlorine?
☐ Yes ☒ No
- B. Brief description of best management practices being used in lieu of sampling:

IX. **Existing Environmental Permits:**

Please check (X) all other Environmental Permits which are held by this facility/activity. Include permit numbers in the space provided:

- ☐ SWD or NPDES (Discharges to Surface Water) _____
- ☐ UIC (Underground Injection of Fluids) _____
- ☐ RCRA (Hazardous Wastes) _____
- ☐ PSD (Air Emissions from Proposed Sources) _____
- ☐ PWSSS ID _____
- ☐ Other (please specify) _____

- X. List other information which you feel should be brought to the attention of the SD DENR regarding coverage under this general permit.

The Distribution system has been in place for over 100 years, however the system only began to deliver treated water in 1995.

Attach additional sheets if necessary.

- XI. **Certification** (Authorized representative should *initial* the box)



I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including revocation of the permit and the possibility of fine and imprisonment for knowing violations. In addition, I certify that I am aware of the terms and conditions of the General Storm Water permit and I agree to comply with those requirements.

STATE OF SOUTH DAKOTA
BEFORE THE SECRETARY OF

THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

IN THE MATTER OF THE
APPLICATION OF

General Permit for Distribution System

STATE OF South Dakota

COUNTY OF Lawrence

CERTIFICATION OF
APPLICANT

I, Dave Ruth Jr., the applicant in the above matter after being duly sworn upon oath hereby certify the following information in regard to this application:

I have read and understand South Dakota Codified Law Section 1-40-27 which provides:

"The secretary may reject an application for any permit filed pursuant to Titles 34A or 45, including any application by any concentrated swine feeding operation for authorization to operate under a general permit, upon making a specific finding that:

(1) The applicant is unsuited or unqualified to perform the obligations of a permit holder based upon a finding that the applicant, any officer, director, partner, or resident general manager of the facility for which application has been made:

- (a) Has intentionally misrepresented a material fact in applying for a permit;*
- (b) Has been convicted of a felony or other crime involving moral turpitude;*
- (c) Has habitually and intentionally violated environmental laws of any state or the United States which have caused significant and material environmental damage;*
- (d) Has had any permit revoked under the environmental laws of any state or the United States; or*
- (e) Has otherwise demonstrated through clear and convincing evidence of previous actions that the applicant lacks the necessary good character and competency to reliably carry out the obligations imposed by law upon the permit holder; or*

(2) The application substantially duplicates an application by the same applicant denied within the past five years which denial has not been reversed by a court of competent jurisdiction. Nothing in this subdivision may be construed to prohibit an applicant from submitting a new application for a permit previously denied, if the new application represents a good faith attempt by the applicant to correct the deficiencies that served as the basis for the denial in the original application.

All applications filed pursuant to Titles 34A and 45 shall include a certification, sworn to under oath and signed by the applicant, that he is not disqualified by reason of this section from obtaining a permit. In the absence of evidence to the contrary, that certification shall constitute a prima facie showing of the suitability and qualification of the applicant. If at any point in the application review, recommendation or hearing process, the secretary finds the applicant has intentionally made any material misrepresentation of fact in regard to this certification,

consideration of the application may be suspended and the application may be rejected as provided for under this section.

Applications rejected pursuant to this section constitute final agency action upon that application and may be appealed to circuit court as provided for under chapter 1-26."

I certify pursuant to 1-40-27, that as an applicant, officer, director, partner, or resident general manager of the activity or facility for which the application has been made that I; a) have not intentionally misrepresented a material fact in applying for a permit; b) have not been convicted of a felony or other crime of moral turpitude; c) have not habitually and intentionally violated environmental laws of any state or the United States which have caused significant and material environmental damage; (d) have not had any permit revoked under the environmental laws of any state or the United States; or e) have not otherwise demonstrated through clear and convincing evidence of previous actions that I lack the necessary good character and competency to reliably carry out the obligations imposed by law upon me. I also certify that this application does not substantially duplicate an application by the same applicant denied within the past five years which denial has not been reversed by a court of competent jurisdiction. Further;

"I declare and affirm under the penalties of perjury that this claim (petition, application, information) has been examined by me, and to the best of my knowledge and belief, is in all things true and correct."

Dated this _____ day of _____, 20____.

Applicant (print)

Applicant (signature)

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public (signature)

My commission expires: _____

(SEAL)

**PLEASE ATTACH ANY ADDITIONAL INFORMATION NECESSARY TO DISCLOSE
ALL FACTS AND DOCUMENTS PERTAINING TO
SDCL 1-40-27 (1) (a) THROUGH (e).
ALL VIOLATIONS MUST BE DISCLOSED, BUT WILL NOT
AUTOMATICALLY RESULT IN THE REJECTION OF AN APPLICATION**

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 #: 124561

Freight Bill #: 71627
Invoice Date: 01/22/21

VIA EMAIL: RMCGRATH@CITYOFDEADWOOD.COM

Our Contract #: 84200
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
01/21/21		BLACKSLICER	28.1100 Tons	155.0000	T	\$4357.05
CAR #:2353						
		Pkup#: 50708				

PICKUP: BLACKSTRAP HOOP BUILDING

NELIGH, NE

DROPOFF: CITY OF DEADWOOD

DEADWOOD, SD

Dispatcher: 20/ Processed by: 20

INVOICE TOTAL --> \$4,357.05

*Streets
426*

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

71627 O/ 56220.0000 Lbs.

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 #: 124562

Freight Bill #: 71628
Invoice Date: 01/22/21

VIA EMAIL: RMCGRATH@CITYOFDEADWOOD.COM

Our Contract #: 84210
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
02/03/21		BLACKSLICER, SAND & GRAVEL	29.3200 Tons	125.0000	T	\$3665.00
CAR #:2348		Pkup#: 50659				

PICKUP: BLACKSTRAP HOOP BUILDING

DROPOFF: CITY OF DEADWOOD

Dispatcher: 20/ Processed by: 20

NELIGH, NE
DEADWOOD, SD

\$3,665.00
=====

INVOICE TOTAL -->

*Streets
426*

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.

71628 O/ 58640.0000 Lbs.



Tritech Software Systems, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
Deadwood Police, SD
100 Sherman St
Deadwood SD 57732
United States

Ship To
Deadwood Police, SD
100 Sherman St
Deadwood SD 57732
United States

Invoice

Section 6 Item f.

Invoice No
297113

Date
12/31/2020

Page
1 of 1

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
16771	Deadwood Police, SD		USD	Net 30	01/30/2021

Description	Units	Rate	Extended
Contract No. Q-00131			
1 PS Pro Mobiles - License Fees 100% Due 1/1/21 Q-00131	1	\$5,600.15	\$5,600.15

Please include invoice number(s) on your remittance advice,
made payable to Trittech Software Systems

Subtotal \$5,600.15

ACH:

Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Tax \$0.00

Invoice Total \$5,600.15

Check:

12709 Collection Center Drive
Chicago, IL 60693

Payments Applied \$0.00

Balance Due \$5,600.15

#422

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



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

MEMORANDUM

Date: January 28, 2021
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Bob Nelson, Jr., Public Works Director
Jeramy Russell, Planning & Zoning Administrator
Re: Deadwood Event Complex Phase III

Staff is requesting permission from the City Commission to pay BDTAID, Inc. for Phase III: Design Intent for the Deadwood Event Complex in the amount of \$2,901.75 to be paid from HP Capital Assets Event Complex line item.

RECOMMENDATION

Recommend City Commission to approve permission to pay BDTAID, Inc. for Phase III: Design Intent for the Deadwood Event Complex in the amount of \$2,901.75 to be paid from HP Capital Assets Event Complex line item.

BID TAB								
January 20, 2020 2:00 p.m.								
Bids for Whitewood Creek Improvement Project - Phase 5								
<u>Contractor</u>	<u>Bid Bond or</u>	<u>Amount</u>	<u>Bid #2</u>	<u>Bid #2</u>	<u>Bid #2</u>	<u>Bid #3</u>	<u>Bid #3</u>	<u>Addendum</u>
	<u>Cashiers Check</u>		<u>Tree Removal</u>	<u>Tree Removal</u>	<u>Tree Removal</u>	<u>Erosion Control</u>	<u>Grass Seeding</u>	<u>1 & 2</u>
			<u>6-12" DBH Tree</u>	<u>12-24" DBH Tree</u>	<u>< 24" DBH Tree</u>	<u>Blanket & Installati</u>	<u>Erosion Control Mix</u>	
Donarski Lawncare & Landscaping	X	\$ 89,889.00	250 Each	500 Each	1000 Each	4.00/Square Yard	.15/Square Foot	X
Moss Rock Landscaping		\$ 88,000.00	200 Each	250 Each	300 Each	3.75/Square Yard	.30/Square Foot	X
Quinns Landscaping & Excavating	X	\$ 69,995.00	660 Each	770 Each	880 Each	12/Square Yard	.25/Square Foot	X
RCS Construction	X	\$ 93,250.00	300 Each	400 Each	500 Each	7.55/Square Yard	.60/Square Foot	X
Street Construction Co.	X	\$ 114,876.00	750 Each	1360 Each	2450 Each	48.60/Square Yard	1.10/ Square Foot	X
Staff Present:								
Jessica McKeown								
Bob Nelson Jr.								
Also Present:								
RCS Construction								
Quinns Lanscaping								

ORDINANCE #1321
AN ORDINANCE AMENDING CHAPTER 10.12.046 RESTRICTIONS ON
PARKING FOR SNOW REMOVAL AND STREET CLEANING

BE IT ORDAINED by the Deadwood City Commission of the City of Deadwood, that Chapter 10.12.46 be amended to read as follows:

10.12.046 RESTRICTIONS ON PARKING FOR SNOW REMOVAL AND STREET CLEANING.

~~A. — No vehicle shall be parked in such a manner as to interfere with snow removal by the city; and if parked on any street where the street department is removing the snow therefrom, the owner or person in charge of such motor vehicle shall move it at once upon request by the city employee in charge of snow removal.~~

A. Policy for snow removal and cleaning of streets.

It is hereby declared to be in the best interest of the public policy and public safety of the city to regulate and restrict the operation and/or parking of vehicles or trailers on public streets or parking lots during snow removal or cleaning of streets or parking lots.

~~B. — The city street commissioner shall have authority to prohibit parking on any street from which snow is being removed. Notice of such prohibited parking shall be given by placing proper signs on such street or by publishing a notice thereof in any newspaper of general circulation within the city.~~

B. Public Responsibilities

In regards to snow removal of cleaning of streets and parking lots, residents or other owners of parked vehicles or trailers shall be responsible for knowing the snow removal or cleaning status of their street of residence or the street or parking lot where their parked vehicle or trailer exists.

C. Prohibited operation/parking during snow removal or street cleaning

The Public Works Director or their designee shall have authority to prohibit operation and/or parking on any street or parking lot for which said street or parking lot is being cleaned.

1. Notice of such prohibited operation or parking shall be given by electronic and digital messaging via text message, phone call, or email; or by placing proper signs on said streets or parking lots a minimum of 12 hours prior to snow removal operations or street cleaning operations.

2. No vehicle shall be operated or parked in such a manner as to interfere with cleaning of streets by the city; and if operated or parked on any street where the city is cleaning therefrom, the owner or person in charge of said motor vehicle or trailer shall move it at once upon request by law enforcement or the city employee in charge of snow removal or cleaning.

3. Any vehicle operated or parked in violation of this section will be moved by the city and the owner thereof shall be responsible for all fees and fines associated with this towing and storage

Dated this 16th day of February, 2021.

CITY OF DEADWOOD

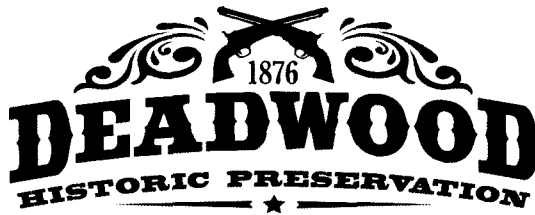
David Ruth Jr., Mayor

ATTEST:

Jessicca McKeown, Finance Officer

First Reading: February 1, 2021
Second Reading: February 16, 2021
Published: February 18, 2021
Adopted: March 10, 2021

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



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

MEMORANDUM

Date: January 26, 2021
To: Deadwood City Commission
From: Bob Nelson, Jr., Zoning Administrator
Re: Welder/Generator for Pickup

The Public Works Department is requesting permission to purchase a Ranger 330MPX Welder/Generator. This Welder/Generator will be added to a former Water Division Pickup. The addition of this piece of equipment will allow all of the divisions of Public Works to perform repairs in the field and allow for repairs to items such as light poles, hand railings, and staircases to be done much faster and more efficiently. The department has researched the proper equipment to ensure all divisions of Public Works will be able to utilize the equipment and has quoted the equipment from multiple vendors. A and B Welding and Supply provided the best price for the piece of equipment.

Recommended Motion: Move to approve the purchase of one Ranger 330 MPX Welder/Generator in the amount of \$6,108.21. To be paid from the Streets Division Equipment Budget.



Delivery Ticket

Section 10 Item b.

Customer Copy

SOLD
A & B WELDING SUPPLY CO., INC.
914 E CHICAGO ST. PO BOX 2053
RAPID CITY SD 57709
B 605-343-5365

SHIP TO
CITY OF DEADWOOD
PUBLIC WORKS
67 DUNLOP AVENUE
DEADWOOD SD 57732
605-578-3082



Customer 02178

Order 00580319-00

Order Date 10/23/20

Page 001 OF 001

Name	CITY OF DEADWOOD				Territory	410	Ship Via	PICK-UP	-NONE-		Initials	BL	
P/O Number					Salesperson	030	Other Zone	00	UPS Zone	0	Order Type	QTE	
Rel Number					Branch	AB1	COL/PPD	PREPAID			Date/Time	23-OCT-20 09:28AM	
Phone	605-578-3082				Status		Route	000000			Username	abbryce	
QTY SHIPPED	UOM	H M	ID NUMBER	DESCRIPTION HAZARD CLASS	LINE NO.	ITEM NUMBER	LOC	QTY ORDERED	QTY BKORD	BIN LOC	WEIGHT	UNIT AMOUNT	EXTENDED AMOUNT
			*****	QUOTE *****									
				Quote Expiration Date: 11/22/20									
1	EA			RANGER 330MPX WELDER/GENERATOR W/KOHLER ENGINE	1	LCN K3459-1	AB1	1	0		.00	5780.00	5780.00
				*** Serial Numbers Required ***									
1	EA			60 FT STINGER, #1 FP BLK, W/AF25 & LC40 M COIL	2	DIR FP5386	AB1	1	0		.00	175.21	175.21
1	EA			40 FT GROUND, #1 FP BLK 40' W/EG500 W/LUG & LC40 M COIL	3	DIR FP5387	AB1	1	0		.00	123.92	123.92
2	EA			CT-40FA TERMINAL LUG	4	IWD CT40FA	AB1	2	0		.00	14.54	29.08
												Subtotal	6108.21
												Tax	.00
												Total Sale	6108.21

Terms: Net 10 Days E.O.M.; 1.50% Interest will be assessed monthly on past due accounts (minimum finance charge \$3.00). RELEASE AND ASSUMPTION OF RISK:

The undersigned is buying industrial, specialty, or medical gases from A & B Welding Supply Co., Inc. which he/she will move by car, closed van, or truck. A & B Welding Supply Co., Inc. has informed the undersigned that: 1. Putting cylinders in cars or vans can be dangerous and should be avoided. 2. Cylinders must never be moved in closed spaces such as car trunks or vans. 3. Federal law prohibits smoking within 25 feet of oxygen, acetylene, propane or other oxidizing or flammable gases. 4. Cylinders must be fastened during transport to prevent movement and must have adequate ventilation. The undersigned hereby assumes all risks of bodily injury or death, or of loss or damage to property. A restocking charge will be made on all returned merchandise.

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. EMERGENCY RESPONSE PHONE NUMBER: 1-800-535-5053.

Authorized Signature _____

Received by _____

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



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

MEMORANDUM

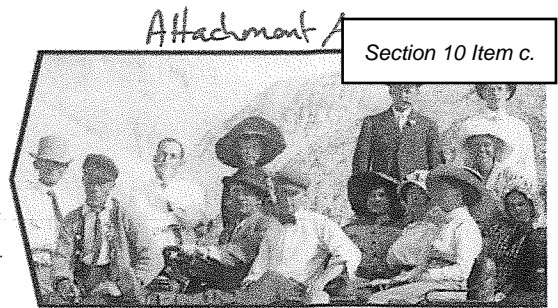
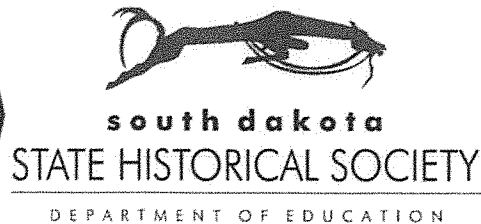
Date: January 28, 2021
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Field Investigation for the City of Deadwood's Whitewood Creek Improvement Project

The Deadwood Historic Preservation Office is requesting permission to hire the South Dakota Archaeological Research Center (SD-ARC) in Rapid City, South Dakota to conduct a field investigation for the City of Deadwood's Whitewood Creek Improvement Project. A description of this project outline is attached to this memorandum (Attachment #A). The cost of this survey will not exceed \$7,300.00 and will come out of the 2021 Archaeology line item. Please see proposal for breakdown of the work (Attachment B).

The Historic Preservation Commission reviewed this request at the January 27, 2021 meeting and recommend approval.

RECOMMENDATION

Move to enter into a contract with the SD-ARC of Rapid City for the field investigation for the City of Deadwood's Whitewood Creek Improvement Project. The cost of this survey will not exceed \$7,300.00 and will come out of the 2021 Archaeology line item.



January 19, 2021

Michael Runge
City Archivist
City of Deadwood
108 Sherman St.
Deadwood, South Dakota 57732

RE: A Fieldwork Plan to Conduct Field Investigations for the City of Deadwood's Whitewood Creek Improvement Project, Lawrence County, SD.

Dear Mr. Runge:

The City of Deadwood (City) requested that the Archaeological Research Center (ARC), a program of the South Dakota State Historical Society, create an anticipated cost estimate and fieldwork plan for the City's Whitewood Creek Improvement Project, Lawrence County, South Dakota. The project, which covers approximately 15 acres, will involve creek and bank cleanup, trail grading, construction, seeding, and erosion control. The project area is in Sections 14 and 23, T5N R3E on the USGS 7.5' Deadwood North Quadrangle. This document will serve as the work plan for the ARC to complete the cultural resources record search, survey, anticipated site recordation (i.e. metal debris), historical research, lab work, mapping, and report writing for the proposed project. The project area is within the Black Hills Archaeological Region (Sundstrom 2019; Winham and Hannus 1990, 1991).

Pre-fieldwork for the project will consist of a record search of the project area, creation of this work plan, and staff scheduling. Fieldwork will consist of pedestrian survey, data collection (including GPS, digital photography, and ARC paperwork), and site recordation as needed. Historic research will depend on the nature of any sites recorded within the project area but will include a Lawrence County Register of Deeds search, Sanborn Fire Insurance Map review, and analysis of any historic photos, newspapers, maps, or documents provided by the City of Deadwood. Finally, post-fieldwork tasks will include any necessary lab work, map creation, and writing the technical report.

The City of Deadwood was designated a National Register Historic Landmark District (NHL) in 1961 and listed on the National Register of Historic Places (site 39LA3000) in 1966. Consequently, preservation and protection of cultural resources considered to be historically significant and contributing properties must be taken into consideration when alterations are undertaken throughout the city. As part of the final report, ARC staff will provide a recommendation on whether any newly recorded sites are a contributing factor to the eligibility of the City of Deadwood.

January 19, 2021
Michael Runge
Page 2

Proposed Field Methodology

Pedestrian survey of the area of potential effects (APE) will be conducted by two ARC staff at approximately 10 to 15 meter (m) (32.8 to 49.2 feet) intervals, depending on terrain. Any evidence for surficial cultural resources noted during pedestrian survey will be recorded on standard ARC paperwork and documented with digital photography and GPS data collection. As specified in the plans provided by the City, some metal debris is present within the project area. This metal debris, and the surrounding area, will be thoroughly examined and recorded during pedestrian survey.

It is anticipated that fieldwork will require one workday (a total of 16 hours for two ARC staff) to complete, which includes travel time between the APE and Rapid City. Copies of survey documentation will be curated at the ARC Repository, but all originals will be returned to the City. ARC staff will digitally scan all field documentation upon the completion of field work. Post-field documentation may include creation of new site forms for the Archaeological Records Management System database and ARC county site files. If a unique, rare, or intact artifact is encountered during survey, ARC will contact the City to determine whether collection is recommended. Any collected artifacts will be returned to the City following complete processing and analysis; a preliminary artifact catalog will be prepared, but the City will prepare its own final catalog upon return of collected cultural material.

Metal detecting may be required to delineate any historic features within the APE and can take place at any time, as long as conditions remain dry. Currently, shovel testing is not recommended for this project as the winter conditions, the substrata, and steep slope of much of the APE prohibit subsurface testing. If shovel testing is deemed necessary to evaluate any sites identified during survey, ARC staff may have to return in the spring, when the ground has thawed, to conduct testing. A testing strategy will be discussed with the City if deemed necessary.

If shovel testing is required to delineate a site boundary, shovel tests will be placed every 10 m across the artifact distribution, likely in a cruciform pattern, to test for the presence or absence of cultural resources. Shovel tests will be excavated in arbitrary 10 centimeter (cm) levels to depths of at least 50 cm below surface (cmbs); if cultural components are encountered at 50 cmbs, shovel tests will be excavated to culturally sterile depths below observed cultural levels as deemed feasible. The ARC will employ a two-negative-shovel-test strategy, whereby two negative shovel tests in a row results in no continued testing in that direction.

All sediment excavated from shovel tests will be screened through ¼ inch hardware mesh. Collection of artifacts identified within shovel tests will depend on clearance from the City, though the depth, type, and count of any materials encountered will be recorded on standard ARC shovel test forms regardless of collection method. Photographs of all recovered cultural materials will be taken and documented on standard ARC photograph logs. Stratigraphic profiles of each shovel test will be illustrated, indicating soil type, color, texture, and cultural components. Digital photographs will be taken of each shovel test in both plan and profile views.

January 19, 2021
Michael Runge
Page 3

Excavation of larger 1 x 1 m test units is not expected. However, if shovel testing proves inconclusive or insufficient for delineating subsurface cultural materials, 1 x 1 m test units will be employed at the discretion of the City. Additionally, if features are encountered within shovel test excavation, the shovel test may be expanded to a 1 x 1 m or larger unit to uncover and assess the identified feature. Test units will be excavated in arbitrary 10 cm levels. All test unit material will be screened through ¼-inch hardware mesh. Collection of artifacts identified within test units will depend on clearance from the City, though the depth, type, and count of any materials encountered will be recorded on standard ARC test unit forms regardless of collection method. Stratigraphic profiles of at least one wall of each test unit will be illustrated, indicating soil type, color, texture, and cultural components. Digital photographs will be taken of each test unit in both plan and profile views.

Historic Research

Because of the rich history of Deadwood, ARC will conduct detailed historic research of the APE. This will include a Lawrence County Register of Deeds search, analysis of data provided by the City, and online research, including Sanborn Fire Insurance Map review. Any pertinent historic maps or aerial images with information relating to the project area will be georeferenced and overlain on a map of the modern landscape. This will help to illustrate the location and relation of any historic features identified within the project area and associate them to specific activities, businesses, or people in Deadwood's history.

The breadth of the historic research will be driven by the identification of any sites recorded during survey within the APE. If no Historic period sites are recorded during pedestrian survey, historic research will still be conducted in order to fully investigate the background of the project area. The results of this research will be compiled and included in the final report. Because the goal of the project is to conduct a cultural resources review and survey of the APE, historic research will be confined to pertinent information related to the project area.

Post-Fieldwork

Upon successful completion of fieldwork, two ARC staff will work to compile field data and historic research into a final report. Any artifacts collected will be processed by ARC staff using standard lab techniques. This will include artifact cleaning, drying, identification, preliminary cataloging, and analysis. Upon submission of the final report, the ARC will coordinate to return collected artifacts and project data to the City.

Maps of the project area, including any recorded features or sites as well as georeferenced data, will be produced by ARC GIS staff. These maps will be included in the final report, which will outline the results of the pedestrian survey and any sites encountered during the project. The final report is expected to be completed by February 19, 2021; however, because winter weather and the current COVID-19 health crisis have the potential to impact fieldwork and report production, the timeline for completing both fieldwork and the final report is subject to change. The ARC will keep the City informed of any anticipated changes to this timeline.

January 19, 2021
Michael Runge
Page 4

Project Staffing, Safety Protocols, and General Procedures

Cassie Vogt will act as Principal Investigator and be the primary contact for the project. The ARC field crew will be determined prior to initiation of fieldwork, as other duties and project responsibilities allow. Brian Huot will be the GIS Specialist for the project.

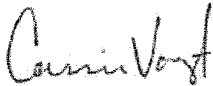
The APE is accessible by road and will not need any special vehicle or access requirements. All ARC vehicles operated during the project will be equipped with first aid kits and fire extinguishers. Personal safety of all project personnel is of the utmost priority for the ARC. Each crew member will be advised on or provided with appropriate equipment in order to ensure a safe work environment. The crew will be comprised of at least two individuals at all times, meaning no individual will be isolated should an accident occur. Each crew will have at least one smart phone to contact help if needed and to monitor weather conditions. Personnel will be provided information regarding safety, including fire hazard and prevention, wildlife and plant precautions and treatment (i.e., snakes, spiders, mosquitoes, poison ivy, etc.), and information regarding safety in erosional terrain (e.g., slips, trips and falls on uneven or sloped terrain).

If human remains are identified during the course of the investigations, work will halt immediately and the Lawrence County Sheriff's Office, Lawrence County Coroner, ARC Burials Coordinator, the City, and the SHPO will be contacted. See Appendix A for details on the inadvertent find of human remains.

Monument Health Lead-Deadwood Hospital in Deadwood (61 Charles St.; 605-717-6000) is the nearest clinic to the project area.

If you have any questions or concerns regarding the upcoming fieldwork, please do not hesitate to contact me at 605-209-1443 or cassie.vogt@state.sd.us. As a reminder, the information contained herein is protected by state law SDCL 1-20-21.2 and is not for public distribution.

Sincerely,



Cassie Vogt, MS
Principal Investigator

References Cited

Sundstrom, Linea

- 2019 *South Dakota State Plan for Archaeological Resources*. Prepared for the South Dakota State Historical Society Historic Preservation Office. Prepared under a National Park Service for Historic Preservation Fund Grants-In-Aid Program (CFDA #15.904).

Winham, Peter R. and Adrien L. Hannus

- 1990 *South Dakota State Plan for Archaeological Resources. Introduction and Overview to Historic Contexts and Archaeological Management Regions for Research and Planning: A Working Draft*. Contract No. 89C-349. Prepared for South Dakota Archaeological Research Center, Rapid City, South Dakota. Prepared under a grant from the South Dakota Historical Preservation Center, Vermillion.
- 1991 *South Dakota State Plan for Archaeological Resources: 1990-1991 UPDATE*. Archeology Laboratory, Augustana College, Sioux Falls, South Dakota. Prepared for South Dakota Archaeological Research Center, Rapid City, South Dakota. Prepared under a grant from the South Dakota Historical Preservation Center, Vermillion.

APPENDIX A
Inadvertent Discovery of Human Remains Procedures



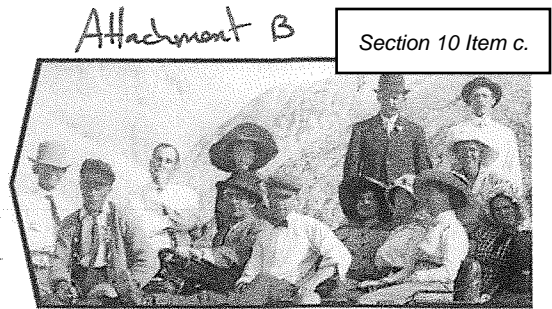
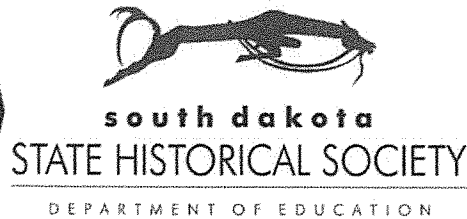
PROCEDURES FOLLOWING THE INADVERTENT DISCOVERY OF HUMAN REMAINS AT A CONSTRUCTION SITE

The following procedures, derived from the requirements in SDCL 34-27, should be implemented immediately in the event suspected human remains are inadvertently discovered during construction on either *state* or *private* land in South Dakota:

1. All construction activity should be halted immediately within a minimum of 150 feet of the discovery spot. The area around the discovery spot needs to be secured. Nothing should be removed or disturbed and no additional digging around the find spot shall be undertaken by anyone. The name and contact information for the individual who made the discovery must be provided to law enforcement officials.
2. The inadvertent discovery must be reported to the local law enforcement agency within 48 hours. Law enforcement officials will visit the site and determine if the find is human or non-human and whether the discovery is related to a criminal or missing person case. They may request assistance with this determination. If the discovery is human, law enforcement officials will contact the landowner and coroner. If it is determined that it is not a law enforcement case, law enforcement officials will secure the location and contact the state archaeologist at (605) 394-1936 within 15 days.
3. The state archaeologist will assume responsibility for the discovery. This will include consultation with the landowner, developer, tribal representatives if the remains are Native American, other state and local officials as appropriate for the situation, and other interested parties. After a review of all concerns and an evaluation of the discovery, the state archaeologist will set forth procedures to mitigate the disturbance.
4. The party responsible for the costs related to the recovery, analysis, and reburial of human remains will be determined according to state laws and administrative rules.

Please note these additional considerations:

1. According to SDCL 34-27-26 it is a felony to knowingly disturb a burial on either *state* or *private* land in South Dakota.
2. The Native American Graves Protection and Repatriation Act (NAGPRA) provides procedures for the inadvertent discovery of Native American burials on *federal* or *tribal* land.



January 13, 2021

Michael Runge
City Archivist
City of Deadwood
108 Sherman St.
Deadwood, SD 57732

RE: ARC Cost Estimate for a Cultural Resources Record Search and Survey of the City of Deadwood's Whitewood Creek Improvement Project, Lawrence County, South Dakota.

Dear Mr. Runge:

The City of Deadwood (City) requested that the Archaeological Research Center (ARC), a program of the South Dakota State Historical Society, create an anticipated cost estimate for the City's Whitewood Creek Improvement Project, Lawrence County, South Dakota. The project, which covers approximately 14 acres, will involve creek and bank cleanup, trail grading, construction, seeding, and erosion control. The project area is in Sections 14 and 23, T5N R3E on the Deadwood North Quadrangle. This document will serve as a cost estimate for the ARC to complete the cultural resources record search, survey, anticipated site recordation (i.e. metal debris), historical research, lab work, mapping, and report writing for the proposed project.

This estimate includes the cost of a cultural resources record search; two ARC crew members to travel to and complete pedestrian survey of the project area; two ARC crew members to carry out anticipated site recordation and historical research; report preparation of survey findings, including mapping and lab work; and miscellaneous administrative costs associated with invoicing, report printing, etc.

Be aware that any cultural resources identified during survey will likely result in an increase to this cost estimate. Any additional testing will likely result in increased time needed to complete the final report as well.

Please do not hesitate to contact me with any questions about the estimate. If this cost estimate is satisfactory, ARC will create a work plan detailing the exact methodologies, project area, and outcomes for this project. Once both parties have agreed on the cost estimate and work plan, ARC will initiate fieldwork.

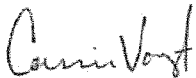
January 13, 2021
 Michael Runge
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Table 1. Cost estimate for survey and report preparation for the City of Deadwood, Lawrence County.

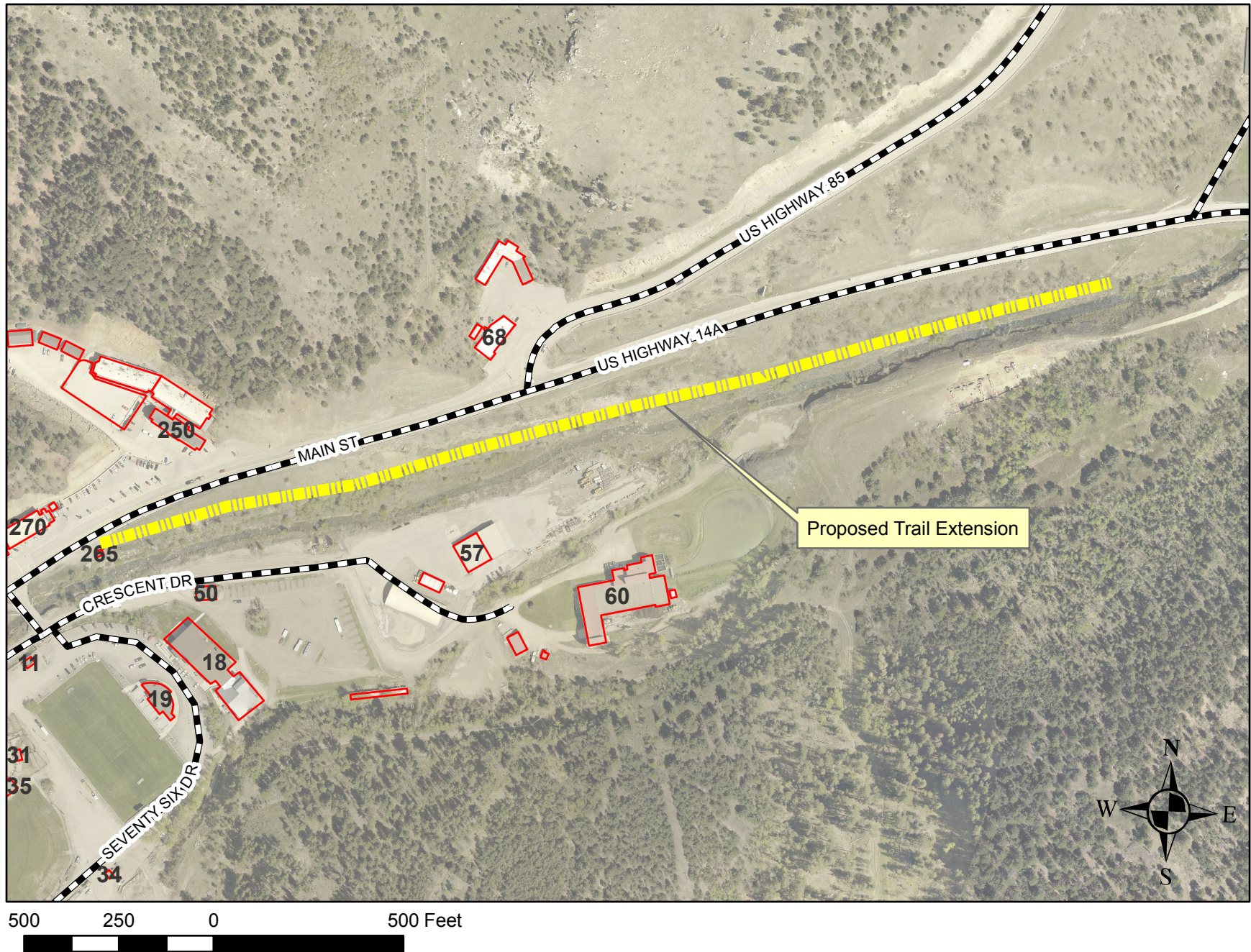
	Hours	Cost
<i>ARC Billing Rate: \$72.79/hour*</i>		
Record search	1	\$72.79
Create a work plan	2	\$145.58
Travel time and survey duration for two ARC crew	16	\$1,164.64
Anticipated site recordation and historic research for two ARC crew	40	\$2,911.60
Report preparation, lab work, and mapping	40	\$2,911.60
Administrative tasks (i.e., invoicing, report printing)	1	\$72.79
Total	100	\$7,279.00

*Please note that this is a fixed rate determined by the State of South Dakota and cannot be adjusted.

Sincerely,



Cassie Vogt, MS
 Senior Archaeologist
 South Dakota State Historical Society
 Archaeological Research Center
 937 E. North St. Ste 201
 Rapid City, SD 57701
 (605) 209-1443
 Cassie.Vogt@state.sd.us



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PLANNING, ZONING AND
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108 Sherman Street
Telephone (605) 578-2082
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Kevin Kuchenbecker
Historic Preservation Officer
Telephone (605) 578-2082
kevin@cityofdeadwood.com

MEMORANDUM

Date: January 28, 2021
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: 2021 City of Deadwood Ledger Indexing Project

The City Archives is requesting permission to enter into a contract with Donald Toms of Lead, South Dakota to index the Lawrence County Tax Records (1898 – 1915) as part of the 2021 ledger indexing project. In 2021 Archives budget, the Deadwood Historic Preservation Commission allocated \$8,000.00 to index the next installment of the Lawrence County ledgers that have been microfilmed and digitized in 2020.

These tax ledgers provide a tremendous amount of insight into the families that once lived in Deadwood and Lawrence County. If approved, the City Attorney will develop a contract for this project.

The Historic Preservation Commission reviewed this request at their January 27, 2021 meeting and recommend approval.

RECOMMENDATION:

Move to allow the City Archives to enter a contract with Donald Toms, independent contractor, to index the Lawrence County Tax Records (1898 – 1915) as part of the 2021 ledger indexing project. The cost for this project will not exceed the amount of \$8,000.00. This is a 2021 City Archives budgeted project.