



# City Commission Regular Meeting Agenda

Monday, October 17, 2022 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

---

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

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

2. **Roll Call**

3. **Approve Minutes**

[a.](#) Approval of October 3, 2022 City Commission minutes.

4. **Approve Bills**

[a.](#) Approval of Bill List for October 17, 2022.

5. **Items from Citizens on Agenda**

[a.](#) City of Deadwood received a Gold Level Loss Control/Safety Achievement Award from South Dakota Public Assurance Alliance and SDML Workers Compensation Fund during South Dakota Municipal League 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 Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Susan E. Shama Caldwell and Philip E. Shama.

b. Permission to hire Forrest Wilson as Community Service Officer at \$19.00 per hour effective November 1, 2022 pending pre-employment screening.

c. Remove seasonal Mt. Moriah employees Ruth Durst, Gertrude Anderson, Mike Olsen and Georgeann Silvernail from payroll effective October 25, 2022.

d. Permission to hire Carrie Kappes as part-time (not to exceed 19 hours per week) Para Transit Driver at \$14.50 per hour effective October 24, 2022 pending pre-employment screening.

[e.](#) Accept resignation of Teresa Tomford, seasonal Park Technician, effective October 14, 2022.

- f. Permission for the Mayor to sign Temporary Construction Easement with Rand T. Williams and Gayla J. Williams for retaining wall project along City Creek behind 458 Williams Street.
- g. Permission for the Mayor to sign Permanent Retaining Wall Maintenance Easement and Permant Access Easement with Rand T. Williams and Gayla J. Williams for retaining wall project along City Creek behind 458 Williams Street.
- h. Permission for the Mayor to sign Temporary Construction Easement with Meghan Clemens for retaining wall project along City Creek behind 458 Williams Street.
- i. Permission for the Mayor to sign Permanent Retaining Wall Maintenance Easement and Permant Access Easement with Meghan Clemens for retaining wall project along City Creek behind 458 Williams Street.
- j. Permission for the Mayor to sign Temporary Construction Easement with Peter Curry and Teresa Hamilton for retaining wall project along City Creek behind 458 Williams Street.
- k. Permission for the Mayor to sign Permanent Retaining Wall Maintenance Easement and Permant Access Easement with Peter Curry and Teresa Hamilton for retaining wall project along City Creek behind 458 Williams Street.
- l. Permission for the Mayor to sign Permanent Retaining Wall Maintenance Easement and Permanent Access Easement with J&T Keehn Rentals, LLC for retaining wall project along City Creek behind 458 Williams Street.
- m. Permission for Mayor to sign letter of commitment for Lawrence County Pre-Disaster Mitigation Plan.
- n. Permission to pay Tallgrass Landscape Architecture for Phase 6 of clean up to Whitewood Creek in the amount of \$4,287.50. (To be paid from the Parks - CIP Whitewood Creek line item.)
- o. Permission to pay One Way Service Pros for installation of new Navien boiler for snow melt system at City Hall in the amount of \$9,307.83. (\$586.73 more than originally approved on April 4, 2022. To be paid by Public Buildings repair line item.)
- p. Request approval of Outside-of-Deadwood Grant request from Plankinton Preservation Society for emergency work to stabilize the veranda of the Historic Sweep Van Dyke Hotel in the amount of \$4,300.00.(Approved by Historic Preservation Commission on October 12, 2022.)
- q. Permission to pay Barry's Electric in the amount \$4,540.30 for electrical services at the Fire Department. (To be paid by Public buildings professional services line item.)
- r. Permission to purchase and pay Butler Machinery in the amount of \$6,068.70 for thumb bucket for backhoe loader. (To be paid from Water Department equipment line item.)

- s. Permission to pay Rasmussen Mechanical Services in the amount of \$9,027.97 for emergency repairs to HVAC unit at City Hall. (To be paid by Public Buildings professional services line item.)
- t. Accept low quote for four vehicular wayfinding signs with Rausenbaum Signs in the amount of \$15,375.00. (To be paid by HP Capital Assets - Wayfinding.)

7. **Bid Items**

- a. Results of bid opening for "Structure and Approach Grading PCN 075J – Project BRO 8041(00) 19-1 Timm Lane Bridge" project opened and read publicly on September 29, 2022 at 2:00 p.m. 3 bids received: Corr Construction - \$673,721.66, Complete Concrete - \$847,338.57, Heavy Constructors - 750,237.00.

8. **Public Hearings**

9. **Old Business**

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

10. **New Business**

- a. Act as Board of Adjustment and approve/deny Findings of Fact and Conclusion - Conditional Use Permit - Condominiums - Keating Resources at 51, 53, 55 Sherman Street. (THE NORTHERN ONE FOOT SIX INCHES (1'6") OF LOT 17, ALL OF LOTS 19, 21, 23, 25 AND VACATED ALLEY BETWEEN LOT 23 AND LOT 25, AND ALL OF LOT 26, AND LOT 27, ALL IN BLOCK 30 OF THE CITY OF DEADWOOD ACCORDING TO THE P.L. ROGERS MAP OF THE CITY OF DEADWOOD. LESS AND EXCEPT TRACT 1 OF MILLER STREET SUBDIVISION ACCORDING TO PLAT DOCUMENT #2012-05646, AND LESS AND EXCEPT WILD BILL LOT ACCORDING TO PLAT DOCUMENT #2012-03484, ALL LOCATED IN THE SW1/4 OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 3 EAST OF THE BLACK HILLS MERIDIAN, CITY OF DEADWOOD, SOUTH DAKOTA.) Recommend Approval by Planning and Zoning Commission on September 21, 2022 and Approved by Board of Adjustment on October 3, 2022.
- b. Act as Board of Adjustment and approve/deny Findings of Fact and Conclusion - Request for Variance -16.04.020 K Street Grades and Alleys. Maximum street grades R1 (Residential) District 9% - The Summit at Deadwood Stage Run. (PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION, FORMERLY TRACTS E, F, G, H, I, J, K AND L AND THE REMAINING PORTION OF MS 696 PALISADES STONE PLACER, ALL LOCATED IN THE SW1/4, SECTION 14, THE SE1/4 OF SECTION 15, THE NE1/4NE1/4 OF SECTION 22 AND THE N1/2NW1/4 OF SECTION 23, T5N, R3E, BHM, CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA.) Recommend Approval by Planning and Zoning Commission and Board of Adjustment on October 5, 2022.
- c. Permission for Mayor to sign agreement between the City of Deadwood and JLG Architects for the design and construction of the Miller Street Parking Garage.

- d. Permission for Mayor to sign agreement with Walker Consultants for the development of Parking Management Plan for the City of Deadwood. Amount not to exceed \$150,000.00. (To be paid by Parking and Transportation Professional Services line Item.)

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

12. **Executive Session**

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

13. **Adjournment**

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

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

Meeting ID: 605 578 2082

Password: 1876

One tap mobile: 669-900-9128

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

**REGULAR MEETING, OCTOBER 3, 2022**

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

**APPROVAL OF MINUTES**

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

**SEPTEMBER, 2022 PAYROLL:** COMMISSION, \$2,730.76; FINANCE, \$23,065.59; PUBLIC BUILDINGS, \$10,675.94; POLICE, \$89,738.42; FIRE, \$4,919.28; BUILDING INSPECTION, \$4,498.80; STREETS, \$21,744.88; PARKS, \$30,778.17; PLANNING & ZONING, \$7,463.26; LIBRARY, \$6,534.22; RECREATION CENTER, \$20,679.88; HISTORIC PRESERVATION, \$21,780.98; WATER, \$17,334.23; MT. MORIAH, \$4,379.10; PARKING METER, \$10,430.92; TROLLEY, \$18,825.42; PARKING RAMP, \$2,461.58. **PAYROLL TOTAL: \$298,041.43.**

**SEPTEMBER, 2022 PAYROLL PAYMENTS:**

Internal Revenue Service, \$71,851.25; S.D. Retirement System, \$33,080.06; Delta Dental, \$4,167.64.

**APPROVAL OF DISBURSEMENTS**

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

A & B BUSINESS SOLUTIONS	CONTRACT	588.11
A & I DISTRIBUTORS	SUPPLIES	137.96
ACE HARDWARE	SUPPLIES	48.55
ALSCO	SUPPLIES	4,247.71
AMAZON CAPITAL	SUPPLIES	879.62
AMAZON	SERVICE	200.38
AMERICAN ENGINEERING	PROJECT	663.90
AMERICAN RED CROSS	SUPPLIES	35.00
ANCESTOR CONCRETE	PROJECT	4,800.00
ARCHIVAL METHODS	SUPPLIES	1,112.27
BH BUILDERS	PROJECT	4,235.19
BH CHEMICAL	SUPPLIES	863.98
BH SECURITY	SERVICE	2,757.15
BH VETERANS MARCH	REFUND	500.00
BH WINDOW CLEANING	SERVICE	901.00
BLOOMERS	SUPPLIES	54.99
BLUEPEAK	SERVICE	4,271.88
BOMGAARS	SUPPLIES	319.97
BRANDON INDUSTRIES	SUPPLIES	279.00
CARROT-TOP INDUSTRIES	SUPPLIES	406.41
CARTER FMX	REFUND	1,100.00
CENTENNIAL STONE CHURCH	GRANT	10,000.00
CHAINSAW CENTER	SUPPLIES	55.25
CITY OF LAKE PRESTON	GRANT	8,400.00
CPS DISTRIBUTORS	SUPPLIES	1,738.28
DAYS OF '76	REFUND	1,100.00
DVFD	AWARDS	400.00
DEADWOOD GAMING	BID #8	10,000.00
DEADWOOD HISTORY	SERVICE	400.00
DEADWOOD-LEAD ECONOMIC	ALLOCATION	24,000.00
DRUMMOND, NICHOLAS	PROJECT	2,000.00
ECOLAB	SERVICE	103.27
FASTENAL	SUPPLIES	26.38
FIRST NET	SERVICE	171.56
GOLDEN WEST	SERVICE	1,376.22
IDENTISYS	SUPPLIES	653.40
JACOBS WELDING	SERVICE	439.76
JUNEKS SERVICE	SERVICE	3,568.40
JUSTICE FIRE & SAFETY	SERVICE	247.40
KNECHT	GRANTS	54.58
L.L. BEAN	SUPPLIES	197.80
LAKOTA CONTRACTING	UNIFORMS	80.35
LAWSON PRODUCTS	SUPPLIES	405.00
LYNN'S	SUPPLIES	144.20
MACQUEEN EMERGENCY	SERVICE	2,050.28
MARCO	CONTRACT	239.01
MICHAEL TODD & COMPANY	SUPPLIES	473.11
MIDWEST TAPE	SUPPLIES	77.47
MDU	SERVICE	4,393.97
MOTOROLA SOLUTIONS	SUPPLIES	239.68
NEDCC	SERVICE	560.00
NFPA	MEMBERSHIP	1,345.50

**REGULAR MEETING, OCTOBER 3, 2022**

NORTHERN HILLS TECHNOLOGY	SERVICE	32.50
NORTHWEST PIPE FITTINGS	SUPPLIES	5,188.98
NOVA FITNESS EQUIPMENT	SERVICE	834.68
ONSITE FIRST AID	SUPPLIES	81.02
OTIS ELEVATOR	SERVICE	151.95
QUADIENT FINANCE	POSTAGE	500.00
QUIK SIGNS	SERVICE	115.65
QUILL	SUPPLIES	671.38
ROBITAILLE, PAUL	REIMBURSEMENT	281.40
RUNGE, MIKE	REIMBURSEMENT	50.06
S AND C CLEANERS	CLEANING	10,643.00
SACRISON ASPHALT	SERVICE	266.64
SCHMIDT, CHRIS	PROJECT	1,300.00
SCHMIDT, WILLIAM	BID #8	8,349.00
SCOTT PETERSON MOTORS	SUPPLIES	374.03
SD PUBLIC HEALTH LAB	SERVICE	211.00
SD STATE POETRY SOCIETY	MEMBERSHIP	40.00
SUMMIT FIRE PROTECTION	SERVICE	199.75
THE ARCHAEOLOGICAL CONSERV	MEMBERSHIP	30.00
THE LIBRARY STORE	SUPPLIES	919.98
THE LORD'S CUPBOARD	RECYCLING	79.35
THE PLUMBER	PROJECT	3,990.00
TOWEY DESIGN GROUP	PROJECT	3,654.70
TRAFFIC CONTROL	SUPPLIES	760.00
TRIPLE K	SUPPLIES	33.99
TRUGREEN	SERVICE	3,440.09
TWIN CITY HARDWARE	SUPPLIES	2,320.30
TWIN CITY HARDWARE	GRANTS	996.04
TWIN CITY HARDWARE	GRANTS	1,358.90
UNDERHILL, RON	PROJECT	6,018.86
VERIZON WIRELESS	SERVICE	748.42
VIEHAUSER ENTERPRISES	SERVICE	186.00
VIGILANT BUSINESS SOLUTION	SERVICE	141.50
WALKER CONSULTANTS	PROJECT	8,500.00
WARNE CHEMICAL & EQUIPMENT	SUPPLIES	6,069.00
WELLMARK	INSURANCE	44,976.95
WESTERN COMMUNICATIONS	SUPPLIES	2,036.82

Total \$218,895.88

**ITEMS FROM CITIZENS ON AGENDA****Years of Service**

Asst. Fire Chief Rakow presented certificates to Sandy Glover, Francis Iverson and Anne Wieringa for 20 years of service as a volunteer firefighter. Chief also mentioned Richard Stanger for 20 years of service as a volunteer firefighter. Commission thanked them for their years of service.

**Proclamations**

Commissioner Todd read a proclamation declaring Monday, October 3 as World Habitat Day in the City of Deadwood. Richard Millikan spoke about his opportunity with Habitat for Humanity.

**CONSENT**

Martinisko moved, Johnson seconded to remove Item I for separate consideration and approve the following consent items. Roll Call: Aye-All. Motion carried.

- A. Permission to accept resignation of Jeffery Rodriquez as full-time patrol officer, with permission to remain as part-time patrol officer at \$23.22 per hour effective Oct 7, 2022.
- B. Permission to advertise in-house for 5 days and then in official newspaper for one full time patrol officer position. (\$25.79 per hour for Certified and \$23.22 for Non-Certified)
- C. Permission to advertise in-house for 5 days for water technician in the Water Department at \$23.00 per hour. (D23 rank)
- D. Accept resignation of Owen Wiser as Season Park Technician effective September 30, 2022.
- E. Negate removal of the following employees from payroll as they will remain on as part-time status: Joe Royall-McKeown (trolley) and Cristian Fierro (library.)
- F. Approve revised job description for Rec Center Assistant Manager/Program Coordinator. (Effective January 1, 2023.)
- G. Permission to hire Brian Swets as part time patrol officer at \$23.22 per hour effective October 4, 2022, pending per-employment screening.
- H. Permission to hire Michael Anderson and Ron Goldenstein as trolley drivers at \$14.50 per hour effective October 9, 2022 pending pre-employment screening.
- I. Removed for separate consideration in New Business.
- J. Permission to approve revised Section 7.13 City Holidays policy in the employee handbook effective October 1, 2022.

**REGULAR MEETING, OCTOBER 3, 2022**

- K. Permission for Mayor to sign contract with Monument Health Hospital for use of swimming pool from November 1, 2022 through October 31, 2023.
- L. Permission for Mayor to sign agreement with Lookout Plan and Code Consulting for building plan review.
- M. Permission for Mayor to sign renewal agreement with Terry Peak Ski Resort for billboard lease from November 1, 2022 to October 31, 2023 at rate of \$220.00 per month.
- N. Permission to hire MS Mail to print the 2023 City Calendars at a cost not to exceed \$3,500.00 with funding coming from Public Education and Block Club line items.
- O. Permission to purchase SimpleK software program from Gene's Lock Shop in an amount not to exceed \$2,975.00 for key management of City and Historical Preservations facilities. (To be paid from Public Buildings professional services budget.)
- P. Permission for the Mayor to sign the contract for 458 Williams Retaining Wall project with RCS Construction in the amount of \$82,000.00. (To be paid for HP City Retaining Wall line item and approved by City Commission on 09/06/2022.)
- Q. Permission for the Mayor to sign easement with Black Hills Energy for transformer at Event Complex for additional power for special events such as snocross.
- R. Permission for the Mayor to sign easement with Black Hills Energy at Public Library for ingress and egress for utility lines resulting from Retaining Wall project.
- S. Permission to pay McDirt Excavation in the amount of \$5,440.00 for emergency water leak repairs on Burnham Avenue (To be paid from Water Dept repair budget.)
- T. Permission to purchase 18" Floor Drill Press from Fastenal at a cost of \$2,751.59 to replace existing drill press. (To be paid from Streets Equipment budget.)
- U. Permission to pay Summit Fire Protection in the amount of \$4,254.00 for annual inspection of all fire extinguishers in City buildings. (To be paid out of Public Buildings professional service budget)
- V. Permission to pay Summit Fire Protection in the amount of \$3,058.00 for annual inspection of fire extinguishers at Fire Hall. (To be paid out of Fire Dept. professional service budget)
- W. Request free parking in all pay by plate fee areas excluding Broadway Parking Garage from Wednesday, November 23 thru Monday, December 26, 2022. All donations going to local non-profit organizations. (Approved by Parking and Transportation on Thursday, September 22)
- X. Permission to waive City pet licensing fees on Wednesday, October 12, 2022 for City-sponsored Pet Licensing Day at Welcome Center. Veterinarian will be on onsite from 3:00 p.m. - 6:00 p.m. to offer discounted pet vaccinations, as well.
- Y. Approve Resolution 2022-19 to Vacate a Portion of Section Line Right-Of-Way with updated legal description. Previously approved September 4, 2022.
- Z. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Gregg Maynard.
- AA. Permission for Mayor to sign a Memorandum of Understanding between the City of Deadwood, The City of Lead and the Lead-Deadwood School District for two School Resource Officers.
- BB. Permission to purchase 5,500 gallons of diesel from Southside Oil, at a price of \$4.12 per gallon. (To be paid from Streets Supply budget.)

**BID ITEMS****Timm Lane Bridge**

Commissioner Todd stated three bids were opened for Timm Lane Bridge as advertised. Bid bonds and acknowledge of Addendums 1 and LDs were included in the following bid submittals:

Corr Construction - \$673,721.66  
 Complete Concrete - \$847,338.57  
 Heavy Constructors - \$750,237.00

Finance Officer McKeown and City Attorney Riggins spoke about the project and bids. Martinisko moved, Johnson seconded to continue bid opening for Structure and Approach Grading PCN 075J – Project BRO8041(00)19-1 Timm Lane Bridge. Roll Call: Aye-All. Motion carried.

**REGULAR MEETING, OCTOBER 3, 2022**Advertise

McKeown spoke about the state bid guidelines. Johnson moved, Martinisko seconded to advertise and accept bids for the 2022 or newer F-600 Ford Chassis 4X4 Regular Cab truck or equivalent for the Street Department Sander with bids due November 3 at 2:00 p.m. with result to City Commission on November 2, 2022. Roll Call: Aye-All. Motion carried.

NEW BUSINESSCDL Testing

Commissioner Martinisko spoke about the corrections. Martinisko moved, Johnson seconded to approve revised Section 6.11 CDL Testing Reimbursement policy in employee handbook effective October 15, 2022. Roll Call: Aye-All. Motion carried.

Permit

Planning and Zoning Administrator Russell spoke about the Conditional Use Permit. Dena Sandidge and Alec Keating, Keating Resources and Brad Burns, Chamberlin Architects were available to answer questions. Discussion was held concerning permit, parking, number of condominiums and casino. Martinisko moved, Johnson seconded to act as Board of Adjustment and approve the application for a Conditional Use Permit – Condominiums – Keating Resources at 51, 53, 55 Sherman Street. Legal Description: The Northern One Foot Six Inches (1'6") Of Lot 17, All of Lost 19, 21, 23, 25 and Vacated Alley Between Lots 23 and Lot 25, And All Of Lot 26, And Lot 27, All In Block 30 Of The City Of Deadwood According To The P.L. Rogers Map Of The City Of Deadwood. Less And Except Tract 1 Of Miller Street Subdivision According To Plat Document #2012-05646, And Less And Except Wild Bill Lot According To Plat Document #2012—3484, All Located In The SW1/4 Of Section 23, Township 5 North, Range 3 East Of The Black Hills Meridian, City Of Deadwood, South Dakota. (Recommend Approval by Planning and Zoning Commission on September 21, 2022.) Roll Call: Aye-All. Motion carried.

Second Reading

Planning and Zoning Administrator Russell stated no changes between first and second reading. Martinisko moved, Johnson seconded to approve second reading of Ordinance #1361. Roll Call: Aye-All. Motion carried.

Permission

Russell spoke about the retaining wall issues. Martinisko moved, Johnson seconded to allow Black Hills Energy to install temporary 3 Phase riser and overhead for Library Retaining Wall at a cost of \$18,828.86 and then to permanently remove pole and add 3 phase cabinet and pad at an additional cost of \$41,772.72 for total cost of \$60,584.58. (To be paid from HP – City Wall Retaining Wall Budget.) Roll Call: Aye-All. Motion carried.

Pay

Police Chief Mertens spoke about the purchase. Johnson moved, Martinisko seconded to pay Keltek in the amount of \$38,668.24 for six mobile data terminals with mounting hardware installed in police vehicles. Roll Call: Aye-All. Motion carried.

Install

McKeown spoke about the shed. Martinisko moved, Johnson seconded to construct and install small shed with electricity at Oakridge Cemetery for meeting with individuals during inclement weather at a cost not to exceed \$9,000.00. (Budgeted under Oakridge Cemetery.) Roll Call: Aye-All. Motion carried.

Pay

Johnson moved, Martinisko seconded to hire and pay Schmidt Construction in the amount of \$7,575.00 for replacement of concrete street panels at the intersection of Burnham Avenue and Pearl Street. (To be paid from Streets Department repairs budget.) Roll Call: Aye-All. Motion carried.



**REGULAR MEETING, OCTOBER 3, 2022**

Agreement

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

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Barry Decker and Keith Ewy, residents, asked for an update on the parking for the residents and employees of Deadwood. Russell stated parking for residents and employee are still in the works. He spoke about the parking master plan for the city.

ADJOURNMENT

Johnson moved, Martinisko seconded to adjourn the regular session at 5:47 p.m. The next regular meeting will be on Monday, October 3, 2022 at 5:00 p.m.

ATTEST:

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

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

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

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

01/14/2022 9:48 AM  
 PACKET: 05926 COMBINED - 10/14/22  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 111 COMMISSION  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-169 - 2022	101-4111-423	PUBLISHING MINUTES - 9/6/22	000000	188.29
		I-170 - 2022	101-4111-423	PUBLISHING ORDINANCE #1359 - LEVY	000000	146.07
		I-171 - 2022	101-4111-423	PUBLISHING ORDINANCE #1360 - GOLF CARTS	000000	45.13
		I-942 - 2022	101-4111-423	PUBLISHING NOTICE TO BID - TIMM LN BRIDGE	000000	31.45
		I-995 - 2022	101-4111-423	PUBLISHING MINUTES - 8/15/22	000000	233.42
		I-996 - 2022	101-4111-423	PUBLISHING NOH - WILD WEST SONGWRITERS	000000	16.01
		I-997 - 2022	101-4111-423	PUBLISHING NOH - OKTOBERFEST	000000	19.41
		I-998 - 2022	101-4111-423	PUBLISHING NOH - HOPS & HOGS	000000	14.07
		I-999 - 2022	101-4111-423	PUBLISHING NOH - DEADWEIRD	000000	16.50
01-0545	LYNN'S DAKOTA MART					
		I-001000341724	101-4111-426	SUPPLIES DEPT HEAD MEETING - COMM.	000000	8.97
		I-002002111759	101-4111-426	SUPPLIES FEMA MEETING - COMM.	000000	26.99
01-1939	SAFETY BENEFITS, INC.					
		I-10/11/22	101-4111-422-01	PROF. SERV. S SAFETY CONFERENCE REGISTRATION	000000	375.00
01-4625	FIB CREDIT CARDS					
		I-9/23/22-TIN LIZZIE	101-4111-426	SUPPLIES MEETING PER MAYOR	000000	45.40
					DEPARTMENT 111 COMMISSION	TOTAL: 1,166.71
01-2394	GUNDERSON, PALMER, NELS					
		I-120156	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	2,430.00
					DEPARTMENT 141 ATTORNEY	TOTAL: 2,430.00
01-1827	MS MAIL & MARKETING					
		I-13378	101-4142-426	SUPPLIES BUSINESS CARDS - MCKOWAN- FIN.	000000	35.00
01-3877	MUTUAL OF OMAHA					
		I-001419795224	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	16.06
01-4711	AMAZON CAPITAL SERVICES					
		I-1RRN-H4N6-RT91	101-4142-426	SUPPLIES SHEET CVR,COPY PAPR,PENCLS-FIN	000000	59.00
					DEPARTMENT 142 FINANCE	TOTAL: 110.06
01-0429	BLACK HILLS ENERGY					
		I-POWER 09/23/22	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	18.20
		I-POWER 09/23/22	101-4192-428	UTILITIES 0 US HIGHWAY 14A TRAFFIC SIG	000000	52.48
		I-POWER 09/23/22	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.00
		I-POWER 09/23/22	101-4192-428	UTILITIES TRAFFIC LIGHTS 1 MCKINLEY ST	000000	24.49
		I-POWER 09/23/22	101-4192-428	UTILITIES 1 MILLER ST	000000	15.00
		I-POWER 09/23/22	101-4192-428	UTILITIES MT MORIAH VIS CNTR	000000	218.24

PACKET: 05926 COMBINED - 10/14/22

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY		continued			
		I-POWER 09/23/22	101-4192-428	UTILITIES TX BOOTH/BATHROOM MT MORIAH	000000	75.52
		I-POWER 09/23/22	101-4192-428	UTILITIES METHODIST MEM PARK 10 SHINE	000000	24.64
		I-POWER 09/23/22	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES ST	000000	19.03
		I-POWER 09/23/22	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	507.63
		I-POWER 09/23/22	101-4192-428	UTILITIES 102 WATER TANK LN	000000	15.00
		I-POWER 09/23/22	101-4192-428	UTILITIES 105 1/2 SHERMAN TRAFFIC LIGHTS	000000	73.71
		I-POWER 09/23/22	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	6,598.31
		I-POWER 09/23/22	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	31.21
		I-POWER 09/23/22	101-4192-428-04	UTILITIES - C 108 SHERMAN ST CITY HALL	000000	2,785.82
		I-POWER 09/23/22	101-4192-428	UTILITIES TIMMS LANE POLE BLDG	000000	43.37
		I-POWER 09/23/22	101-4192-428	UTILITIES PUMP 119 DENVER AVE	000000	1,334.31
		I-POWER 09/23/22	101-4192-428	UTILITIES PRESSURE REG STATION 13 CRESCE	000000	32.18
		I-POWER 09/23/22	101-4192-428	UTILITIES 135 SHERMAN ST LIGHTS	000000	86.04
		I-POWER 09/23/22	101-4192-428	UTILITIES 135 WILLIAMS ST LIGHTS	000000	26.76
		I-POWER 09/23/22	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	199.30
		I-POWER 09/23/22	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	96.59
		I-POWER 09/23/22	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT ST	000000	359.81
		I-POWER 09/23/22	101-4192-428-06	UTILITIES - D 15 CRESCENT ST RODEO	000000	1,158.77
		I-POWER 09/23/22	101-4192-428	UTILITIES WELCOME SIGN- DWD HILL	000000	16.69
		I-POWER 09/23/22	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN	000000	698.72
		I-POWER 09/23/22	101-4192-428-03	UTILITIES - B CONCESSION STAND 16 CRESCENT	000000	81.49
		I-POWER 09/23/22	101-4192-428	UTILITIES 17 PLEASANT ST LIGHTS	000000	27.39
		I-POWER 09/23/22	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	19.28
		I-POWER 09/23/22	101-4192-428-15	UTILITIES - T GAYVILLE PUMP 170 BLACKTAIL	000000	15.00
		I-POWER 09/23/22	101-4192-428	UTILITIES 178 SHERMAN ST LIGHTS	000000	105.20
		I-POWER 09/23/22	101-4192-428	UTILITIES PRV 180 CLIFF ST	000000	25.69
		I-POWER 09/23/22	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	152.07
		I-POWER 09/23/22	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	55.23
		I-POWER 09/23/22	101-4192-428	UTILITIES FLAG 2 MT MORIAH DRIVE	000000	31.36
		I-POWER 09/23/22	101-4192-428	UTILITIES 22 DUDLEY ST LIGHTS	000000	25.36
		I-POWER 09/23/22	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	144.03
		I-POWER 09/23/22	101-4192-428	UTILITIES PRV 180 CLIFF STREET	000000	0.00
		I-POWER 09/23/22	101-4192-428-01	UTILITIES - A ADAMS HOUSE 22 VAN BUREN	000000	368.81
		I-POWER 09/23/22	101-4192-428	UTILITIES 22 WASHINGTON ST LIGHTS	000000	59.95
		I-POWER 09/23/22	101-4192-428	UTILITIES TRAFFIC LIGHS 4 LANE	000000	76.70
		I-POWER 09/23/22	101-4192-428	UTILITIES PRESSURE REDUCTION STN 255 MAI	000000	22.03
		I-POWER 09/23/22	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	434.74
		I-POWER 09/23/22	101-4192-428	UTILITIES CUTTING MINE DEADWOOD GULCH	000000	19.00
		I-POWER 09/23/22	101-4192-428	UTILITIES 301 CLIFF ST	000000	1,196.78
		I-POWER 09/23/22	101-4192-428	UTILITIES 34 LINCOLN AVE LIGHTS	000000	45.49
		I-POWER 09/23/22	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DR	000000	27.63
		I-POWER 09/23/22	101-4192-428	UTILITIES 368 WILLIAMS ST LIGHTS	000000	24.88
		I-POWER 09/23/22	101-4192-428	UTILITIES WATER HEAT TAPE 37 WATER ST	000000	15.00
		I-POWER 09/23/22	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	18.32
		I-POWER 09/23/22	101-4192-428	UTILITIES REDWOOD TANK MCGOVERN HILL	000000	87.88
		I-POWER 09/23/22	101-4192-428	UTILITIES 398 WILLIAMS ST LIGHTS	000000	25.56
		I-POWER 09/23/22	101-4192-428	UTILITIES PRV STATION 4 DAKOTA ST	000000	20.68
		I-POWER 09/23/22	101-4192-428	UTILITIES 4 MT MORIAH RD LIGHTS	000000	29.16

PACKET: 05926 COMBINED - 10/14/22

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-0429	BLACK HILLS ENERGY	continued					
		I-POWER 09/23/22	101-4192-428-17	UTILITIES - D MUSEUM DAYS 40 CRESCENT ST	000000	2,705.10	
		I-POWER 09/23/22	101-4192-428-19	UTILITIES - G 418 CLIFF ST GATEWAY BLDG	000000	36.45	
		I-POWER 09/23/22	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	469.61	
		I-POWER 09/23/22	101-4192-428	UTILITIES 46 FREMONT ST LIGHTS	000000	40.47	
		I-POWER 09/23/22	101-4192-428	UTILITIES 49 SHERMAN ST LIGHTS	000000	78.56	
		I-POWER 09/23/22	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BUIL	000000	58.74	
		I-POWER 09/23/22	101-4192-428	UTILITIES 5 SIEVER ST	000000	598.06	
		I-POWER 09/23/22	101-4192-428	UTILITIES PUMP 50 PLEASANT ST	000000	15.00	
		I-POWER 09/23/22	101-4192-428-02	UTILITIES - A ADAMS MUSEUM 50 SHERMAN ST	000000	741.58	
		I-POWER 09/23/22	101-4192-428	UTILITIES 500 1/2 MAIN ST	000000	57.43	
		I-POWER 09/23/22	101-4192-428	UTILITIES 501 MAIN ST WELCOME CENTER	000000	1,258.02	
		I-POWER 09/23/22	101-4192-428	UTILITIES 509 WILLIAMS ST LIGHTS	000000	23.44	
		I-POWER 09/23/22	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	19.03	
		I-POWER 09/23/22	101-4192-428	UTILITIES WELCOME SIGN-JCT HWY 385 & CLI	000000	17.60	
		I-POWER 09/23/22	101-4192-428	UTILITIES WILD BILL STATUE 53 SHERMAN ST	000000	15.00	
		I-POWER 09/23/22	101-4192-428	UTILITIES 565 MAIN ST LIGHTS	000000	34.01	
		I-POWER 09/23/22	101-4192-428-15	UTILITIES - T TROLLEY BARN 60 DUNLOP AVE	000000	226.63	
		I-POWER 09/23/22	101-4192-428	UTILITIES 610 BROADWAY ST	000000	97.08	
		I-POWER 09/23/22	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVE	000000	729.60	
		I-POWER 09/23/22	101-4192-428	UTILITIES 62 FOREST AVE LIGHTS	000000	32.77	
		I-POWER 09/23/22	101-4192-428	UTILITIES BROADWAY PARKING RAMP	000000	741.69	
		I-POWER 09/23/22	101-4192-428	UTILITIES 65 SHERMAN ST	000000	1,476.27	
		I-POWER 09/23/22	101-4192-428	UTILITIES 7 1/2 PECK ST LIGHTS	000000	33.07	
		I-POWER 09/23/22	101-4192-428	UTILITIES 7 1/2 SAMPSON ST LIGHTS	000000	32.36	
		I-POWER 09/23/22	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	80.47	
		I-POWER 09/23/22	101-4192-428-24	UTILITIES - O 703 MAIN ST OUTLAW SQUARE	000000	816.82	
		I-POWER 09/23/22	101-4192-428-07	UTILITIES - F FIRE HALL 737 MAIN ST	000000	585.89	
		I-POWER 09/23/22	101-4192-428-12	UTILITIES - P DWD PAVILION 767 MAIN ST	000000	114.51	
		I-POWER 09/23/22	101-4192-428-12	UTILITIES - P 737 MAIN ST	000000	10.52	
		I-POWER 09/23/22	101-4192-428	UTILITIES 767 MAIN ST	000000	21.03	
		I-POWER 09/23/22	101-4192-428	UTILITIES SAMPSON ST PUMP	000000	19.00	
		I-POWER 09/23/22	101-4192-428	UTILITIES 8 DAKOTA ST LIGHTS	000000	20.84	
		I-POWER 09/23/22	101-4192-428	UTILITIES 9 CEMETERY ST LIGHTS	000000	18.20	
		I-POWER 09/23/22	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	18.67	
		I-POWER 09/23/22	101-4192-428	UTILITIES FEES AND ADJUSTMENTS	000000	426.44-	
01-0539	LEAD-DEADWOOD SANITARY						
		I-10/24/22	WASTEWAT 101-4192-428-15	UTILITIES - T DEADWOOD-CITY TROLLEY BARN	000000	22.00	
		I-10/24/22	WASTEWAT 101-4192-428-07	UTILITIES - F DEADWOOD-CITY FIRE DEPT	000000	22.00	
		I-10/24/22	WASTEWAT 101-4192-428-09	UTILITIES - H HOMESTAKE ADAMS RESEARCH CNTR	000000	22.00	
		I-10/24/22	WASTEWAT 101-4192-428-22	UTILITIES - M DEADWOOD CITY OF-MT MORIAH	000000	22.00	
		I-10/24/22	WASTEWAT 101-4192-428-10	UTILITIES - L DEADWOOD-CITY LIBRARY	000000	22.00	
		I-10/24/22	WASTEWAT 101-4192-428-19	UTILITIES - G DEADWOOD GATEWAY PARK RESTRMS	000000	22.00	
		I-10/24/22	WASTEWAT 101-4192-428-06	UTILITIES - D GRANDSTAND-RODEO GROUNDS-DWD	000000	22.00	
		I-10/24/22	WASTEWAT 101-4192-428-18	UTILITIES - F DEADWOOD CITY-FERGUSON FIELD	000000	22.00	
		I-10/24/22	WASTEWAT 101-4192-428-14	UTILITIES - S DEADWOOD-CITY PUBLIC WORKS	000000	28.10	
		I-10/24/22	WASTEWAT 101-4192-428-11	UTILITIES - P PARKS SHOP-DEADWOOD	000000	23.31	
		I-10/24/22	WASTEWAT 101-4192-428-03	UTILITIES - B DEADWOOD-CITY-BASEBALL FIELDS	000000	34.66	

01/14/2022 9:48 AM  
 PACKET: 05926 COMBINED - 10/14/22  
 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
01-0539	LEAD-DEADWOOD SANITARY	continued				
		I-10/24/22	WASTEWAT 101-4192-428-11	UTILITIES - P DEADWOOD-CITY GORDON PARK	000000	56.67
		I-10/24/22	WASTEWAT 101-4192-428-02	UTILITIES - A DEADWOOD-CITY ADAMS MUSEUM	000000	51.10
		I-10/24/22	WASTEWAT 101-4192-428-01	UTILITIES - A DEADWOOD - CITY ADAMS HOUSE	000000	90.70
		I-10/24/22	WASTEWAT 101-4192-428-04	UTILITIES - C DEADWOOD - CITY HALL	000000	35.44
		I-10/24/22	WASTEWAT 101-4192-428-08	UTILITIES - H DEADWOOD HISTORY CENTER	000000	83.84
		I-10/24/22	WASTEWAT 101-4192-428-13	UTILITIES - R DEADWOOD-CITY REC CENTER	000000	251.28
		I-10/24/22	WASTEWAT 101-4192-428-24	UTILITIES - O DEADWOOD CITY OUTLAW SQUARE	000000	22.00
		I-10/24/22	WASTEWAT 101-4192-428-21	UTILITIES - W WELCOME CENTER-DEADWOOD CITY	000000	174.86
		I-10/24/22	WASTEWAT 101-4192-428-17	UTILITIES - D DAYS OF 76 MUSEUM	000000	372.87
01-1502	BLACK HILLS CHEMICAL					
		I-233002	101-4192-426	SUPPLIES TOILET PAPER/PUB BLDGS	000000	418.53
01-1558	ECOLAB PEST ELIMINATION					
		I-7955356	101-4192-422-21	PROFESSIONAL ANT PROGRAM/WELCOME CENTER	000000	101.02
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1099321	101-4192-425-24	REPAIRS - OUT ELECTRIC SCISSOR RENTAL/OSQ	000000	295.00
01-3151	KONE CHICAGO					
		I-962332682	101-4192-422-17	PROFESSIONAL- SEPT ELEVATOR MAINT/DAYS	000000	177.64
01-3342	RASMUSSEN MECHANICAL SE					
		I-SRV096038	101-4192-425-07	REPAIRS - FIR REPAIR ERV UNIT/FIRE HALL	000000	390.23
		I-SRV096379	101-4192-425-13	REPAIRS - REC INSTALL NEUTRAL KIT/REC CENT	000000	632.29
		I-SRV096380	101-4192-425-13	REPAIRS - REC REPAIR BOILER LEAK/REC CENTER	000000	86.42
01-3346	MONUMENT HEALTH					
		I-700000832092022	101-4192-422	PROFESSIONAL TESTING - PUB BLDGS	000000	35.00
01-3506	ALSCO					
		C-LCAS1481695-CRD	101-4192-422-15	PROFESSIONAL CREDIT FROM JUNE/TROLLEY	000000	110.36-
		C-LCAS1481696-CRD	101-4192-422-14	PROFESSIONAL CREDIT FROM JUNE/STREETS	000000	161.39-
		C-LCAS1481697-CRD	101-4192-422-11	PROFESSIONAL CREDIT FOR JUNE/PARKS	000000	55.50-
		C-LCAS1481698-CRD	101-4192-422-10	PROFESSIONAL CREDIT FOR JUNE/LIBRARY	000000	23.00-
		C-LCAS1481699-CRD	101-4192-422-08	PROFESSIONAL- CREDIT FOR JUNE/HISTORY	000000	103.15-
		C-LCAS1481701-CRD	101-4192-422-04	PROFESSIONAL CREDIT FOR JUNE/CITY HALL	000000	215.55-
		C-LCAS1484131-CRD	101-4192-422-15	PROFESSIONAL CREDIT FOR JUNE/TROLLEY	000000	104.49-
		C-LCAS1484132-CRD	101-4192-422-14	PROFESSIONAL CREDIT FOR JUNE/STREETS	000000	156.46-
		C-LCAS1484133-CRD	101-4192-422-11	PROFESSIONAL CREDIT FOR JUNE/PARKS	000000	57.47-
		C-LCAS1484134-CRD	101-4192-422-10	PROFESSIONAL CREDIT FOR JUNE/LIBRARY	000000	23.00-
		C-LCAS1484135-CRD	101-4192-422-08	PROFESSIONAL- CREDIT FOR JUNE/HISTORY	000000	115.73-
		C-LCAS1484137-CRD	101-4192-422-04	PROFESSIONAL CREDIT FOR JUNE/CITY HALL	000000	223.43-
		C-LCAS1486598-CRD	101-4192-422-15	PROFESSIONAL CREDIT FOR JUNE/TROLLEY	000000	102.97-
		C-LCAS1486599-CRD	101-4192-422-14	PROFESSIONAL CREDIT FOR JUNE/STREETS	000000	156.46-
		C-LCAS1486600-CRD	101-4192-422-11	PROFESSIONAL CREDIT FOR JUNE/PARKS	000000	57.47-
		C-LCAS1486601-CRD	101-4192-422-10	PROFESSIONAL CREDIT FOR JUNE/LIBRARY	000000	23.00-
		C-LCAS1486602-CRD	101-4192-422-08	PROFESSIONAL- CREDIT FOR JUNE/HISTORY	000000	115.73-

10/14/2022 9:48 AM  
 PACKET: 05926 COMBINED - 10/14/22  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 192 PUBLIC BUILDINGS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-3506	ALSCO	continued					
		C-LCAS1486604-CRD	101-4192-422-04	PROFESSIONAL CREDIT FOR JUNE/CITY HALL	000000	223.43-	
		I-LCAS1481695	101-4192-422-15	PROFESSIONAL TOWELS-MATS-MOPS-BAGS/TROLLEY	000000	110.36	
		I-LCAS1481696	101-4192-422-14	PROFESSIONAL TOWELS-MOPS-MATS-BAGS/STRTS	000000	161.39	
		I-LCAS1481697	101-4192-422-11	PROFESSIONAL TOWELS-MATS-MOPS-BAGS/PARKS	000000	55.50	
		I-LCAS1481698	101-4192-422-10	PROFESSIONAL TOWELS-BAGS/LIBRARY	000000	23.00	
		I-LCAS1481699	101-4192-422-08	PROFESSIONAL- MOPS-MATS-TOWELS-BAGS/HISTORY	000000	103.15	
		I-LCAS1481701	101-4192-422-04	PROFESSIONAL MATS-MOPS-TOWELS-BAGS/CITY HA	000000	215.55	
		I-LCAS1483147	101-4192-422-13	PROFESSIONAL MATS/REC CENTER	000000	188.87	
		I-LCAS1484131	101-4192-422-15	PROFESSIONAL TOWELS-BAGS-MATS/TROLLEY	000000	104.49	
		I-LCAS1488038	101-4192-422-13	PROFESSIONAL MATS/REC CENTER	000000	199.15	
		I-LCAS1493828	101-4192-422-21	PROFESSIONAL MATS/WELCOME CENTER	000000	64.32	
		I-LCAS1503099	101-4192-422-15	PROFESSIONAL TOWELS-MATS-BAGS/TROLLEY	000000	113.20	
		I-LCAS1503100	101-4192-422-14	PROFESSIONAL TOWELS-MOPS-MATS-COVERAL/STRTS	000000	143.88	
		I-LCAS1503101	101-4192-422-11	PROFESSIONAL TOWELS-MOPS-MATS-COVERAL/PRKS	000000	57.47	
		I-LCAS1503102	101-4192-422-10	PROFESSIONAL BAGS-TOWELS/LIBRARY	000000	23.00	
		I-LCAS1503103	101-4192-422-08	PROFESSIONAL- TOWELS-MATS-MOPS-BAGS/HISTORY	000000	53.50	
		I-LCAS1503104	101-4192-422-07	PROFESSIONAL TOWELS-MOPS-MATS-BAGS/FIRE HAL	000000	43.24	
		I-LCAS1503105	101-4192-422-04	PROFESSIONAL TOWELS-MOPS-MATS-BAGS/CITY HAL	000000	213.68	
		I-LCAS1503106	101-4192-422-21	PROFESSIONAL MATS/WELCOME CENTER	000000	62.51	
		I-LCAS1504366	101-4192-422-13	PROFESSIONAL MATS/REC CENTER	000000	210.82	
01-3685	BLACK HILLS SECURITY &						
		I-P113704	101-4192-422-17	PROFESSIONAL- RENAME-NEW CODE TO SHOP/DAYS	000000	145.41	
01-3877	MUTUAL OF OMAHA						
		I-001419795224	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	19.80	
01-4057	VIEHAUSER ENTERPRISES,						
		I-42213	101-4192-422-09	PROFESSIONAL HARDWARE NEW KEY SYS/HARCC	000000	4,904.84	
		I-42213	101-4192-422-17	PROFESSIONAL- HARDWARE NEW KEY SYS/DAYS MUS	000000	4,904.84	
01-4625	FIB CREDIT CARDS						
		I-093022HP	101-4192-426	SUPPLIES FRENCH ROAST COFFEE - PB	000000	203.66	
		I-093022HP	101-4192-426	SUPPLIES NPKNS PLTS BWLS - PB	000000	49.52	
		I-9/22/22-FAM DOLLAR	101-4192-426-04	SUPPLIES - CI FALL DECORATIONS - CITY HALL	000000	41.25	
01-4803	SUMMIT FIRE PROTECTION						
		I-115007507	101-4192-422	PROFESSIONAL ANNUAL INSP OF ALL FIRE EXT/PB	000000	4,254.00	
01-4957	ONSITE FIRST AID, LLC						
		I-1561	101-4192-422-21	PROFESSIONAL FIRST AID SUPPLIES/ WELCOME CE	000000	140.00	
		I-1562	101-4192-422-14	PROFESSIONAL FIRST AID SUPPLIES/STREETS	000000	129.75	
		I-1563	101-4192-422-11	PROFESSIONAL FIRST AID SUPPLIES/PARKS	000000	31.40	
		I-1565	101-4192-422-04	PROFESSIONAL FIRST AID SUPPLIES/HIS PRES	000000	239.88	
01-5010	STALDER, LORNIE						
		I-WALMART 10/12/22	101-4192-426-18	SUPPLIES - FO ANTIFREEZE/FERGUSON FIELD	000000	95.52	
		I-WALMART 10/12/22	101-4192-426-08	SUPPLIES - HI MOUSE TRAPS/HISTORY CENTER	000000	14.28	

01/14/2022 9:48 AM  
 PACKET: 05926 COMBINED - 10/14/22  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 193 COMPUTER SERVICE  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0510	GOLDEN WEST TECHNOLOGIE	I-402831	101-4193-422	PROFESSIONAL EMAIL SECUR,BKUP,WKSTNS	000000	2,449.50
				DEPARTMENT 193 COMPUTER SERVICE	TOTAL:	2,449.50
01-0508	GALLS, LLC	I-022207811	101-4210-426	SUPPLIES UNIFORM SHIRT - POLICE	000000	44.35
01-0804	SCOTT PETERSON MOTORS	I-30322	101-4210-425	REPAIRS REPAIR A/C'20 DODGE DURANGO-PD	000000	81.14
		I-6001099/1	101-4210-425	REPAIRS INSTALL STEER COL,CONDENSER-PD	000000	2,149.90
		I-6002200/1	101-4210-425	REPAIRS INSTALL BUCKL ASSY-19 DODGE/PD	000000	319.78
01-0832	MACK'S AUTO BODY, LLC	I-2022-085	101-4210-425	REPAIRS REPAIR - '19 DODGE DURANGO /PD	000000	1,689.44
01-1424	SOUTHSIDE SERVICE	I-372754	101-4210-425	REPAIRS SVC.ENG,OIL,FILTER,FLUIDS -PD	000000	123.15
		I-56935	101-4210-425	REPAIRS BATTERY - '17 SILVERADO / PD	000000	195.00
		I-56937	101-4210-425	REPAIRS SVC VEH,OIL,FILTER,FLUIDS - PD	000000	134.15
		I-57023	101-4210-425	REPAIRS TIRE REPAIR/PATCH - PD	000000	40.00
		I-57058	101-4210-425	REPAIRS TIRE REPAIR - 2020 A - PD	000000	40.00
01-1725	QUILL CORPORATION	I-27709094	101-4210-426	SUPPLIES COPY PAPER - POLICE	000000	72.72
		I-27721347	101-4210-426	SUPPLIES COPY PAPER,SLEEVES,DVDRS-POLIC	000000	151.67
01-3346	MONUMENT HEALTH	I-700000832092022	101-4210-422	PROFESSIONAL TESTING - POLICE	000000	234.00
01-3877	MUTUAL OF OMAHA	I-001419795224	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	84.15
01-4195	MARCO	I-32558349	101-4210-424	RENTALS COPIER CONTRACT - POLICE DPT	000000	400.43
01-4542	LAKOTA CONTRACTING, INC	I-4767	101-4210-426	SUPPLIES 2 UNIFORM PANTS - POLICE	000000	160.70
01-5006	INTREPID NETWORKS	I-5116	101-4210-424	RENTALS ANNUAL SUPPORT SUBSCRIPT- PD	000000	122.00
01-5007	KELTEK	I-6220	101-4210-434	MACHINERY/EQU 6 MOBILE DATA TERM'S/PD VEHICS	000000	35,090.44
		I-6728	101-4210-434	MACHINERY/EQU 6 KEYBOARDS - MDTs/PD VEHIC'S	000000	3,577.80
				DEPARTMENT 210 POLICE	TOTAL:	44,710.82

PACKET: 05926 COMBINED - 10/14/22

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-67399	101-4221-425	REPAIRS COMPUTER DIAGNOS-RESCUE#3/FIRE	000000	45.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-841445	101-4221-426	SUPPLIES BULK PROPANE - FIRE DEPT	000000	15.30
		I-32-841609	101-4221-434	MACHINERY/EQU LOW PROF.FEMALE/TRK #4 - FIRE	000000	4.99
01-2594	DEADWOOD FIRE DEPARTMEN					
		I-10/5/22	101-4221-422	PROFESSIONAL ADD'L STAFFING -WILD BILL DAYS	000000	128.64
		I-10/6/22	101-4221-422	PROFESSIONAL STAFFING - KOOL DWD NIGHTS	000000	1,225.41
01-3877	MUTUAL OF OMAHA					
		I-001419795224	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
01-4803	SUMMIT FIRE PROTECTION					
		I-115007562	101-4221-422	PROFESSIONAL ANNUAL INSPECTION-FIRE EXTING.	000000	3,058.00
01-4821	MACQUEEN EMERGENCY					
		I-W01391	101-4221-425	REPAIRS REBUILD PUMP - TENDER 9/ FIRE	000000	2,761.98
		I-W01425	101-4221-422	PROFESSIONAL PUMP TEST,LADDER TEST - ENG#2	000000	498.40
		I-W01426	101-4221-422	PROFESSIONAL PUMP TEST,LADDER TEST-LADDER 1	000000	683.00
		I-W01439	101-4221-422	PROFESSIONAL LADDER TEST-'08 PUMPER / FIRE	000000	205.90
		I-W01391A	101-4221-425	REPAIRS ADD'L REBUILD PUMP - TENDER 9	000000	135.13
01-4958	G&G GARBAGE, LLC					
		I-I9246	101-4221-422-01	PROFESSIONAL MONTHLY TOILET RENTAL/FIREWISE	000000	137.50
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRTOTAL:						8,904.20
01-1424	SOUTHSIDE SERVICE					
		I-372779	101-4232-422	PROFESSIONAL SERVICE CHEVY COLORADO/BL INSP	000000	98.25
01-2243	MOHR, TRENT					
		I-10/12/22 TRAVEL	101-4232-427	TRAVEL TRAVEL EXPENSES FUEL/BLDG INSP	000000	160.41
01-3877	MUTUAL OF OMAHA					
		I-001419795224	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
DEPARTMENT 232 BUILDING INSPECTION TOTAL:						263.61
01-0561	SOUTH DAKOTA 811					
		I-SD22-02759	101-4310-422	PROFESSIONAL SEPT FAX-MSG LOCATES/STRTS	000000	104.16
01-0575	SOUTHSIDE OIL					
		I-097498	101-4310-426	SUPPLIES 55 GALL ANTIFREEZE/STREETS	000000	459.25
01-0653	FASTENAL COMPANY					



PACKET: 05926 COMBINED - 10/14/22

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0653	FASTENAL COMPANY	continued				
		I-SDRA1118401	101-4310-434	MACHINERY/EQU 18" FLOOR DRILL PRESS/STRTS	000000	2,751.59
01-0677	LAWSON PRODUCTS, INC.					
		I-9600128123	101-4310-424	RENTALS TORRENT MONTHLY RENT/STREETS	000000	200.00
01-0782	JACOBS PRECISION WELDIN					
		I-29548	101-4310-425	REPAIRS 1/4"X12"X34" PLATE/STRTS	000000	37.80
01-1288	ACE INDUSTRIAL SUPPLY,					
		I-2084098	101-4310-426	SUPPLIES ROPE-HAND CLEANER-FILE/STRTS	000000	1,890.55
01-1397	MICHAEL TODD & COMPANY,					
		I-207176	101-4310-425	REPAIRS 60" ELGIN EAGLE STRIP BRUSH/ST	000000	569.33
		I-207359	101-4310-434	MACHINERY/EQU 22" TYMCO GUTTER BROOM/STRTS	000000	446.46
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-839891	101-4310-425	REPAIRS HOSE FITTING-ADAPT-PSI/STREETS	000000	59.34
		I-32-840381	101-4310-426	SUPPLIES M/C AGM BATTERY/STREETS	000000	73.94
		I-32-840455	101-4310-426	SUPPLIES STEERING WHEEL SPIN KNOB/STRTS	000000	24.47
		I-32-840584	101-4310-425	REPAIRS EXHAUST SYSTEM HANGER/STRTS	000000	15.21
		I-32-840586	101-4310-425	REPAIRS EXHAUST CLAMPS/STREETS	000000	4.72
		I-32-840610	101-4310-426	SUPPLIES (5) S10W30/STREETS	000000	25.95
		I-32-840866	101-4310-426	SUPPLIES 3/8 IN DR SOCKET/STREETS	000000	5.79
		I-32-840961	101-4310-434	MACHINERY/EQU TRYGG SWISS FLEXI CHAINS/STRTS	000000	20,336.93
		I-32-840981	101-4310-426	SUPPLIES 55 GAL DIESEL EXH F/STREETS	000000	319.99
		I-32-841418	101-4310-426	SUPPLIES (12) 124315 SYN5W30/STREETS	000000	123.12
		I-32-841974	101-4310-426	SUPPLIES DELUXE ANTIFREEZE/STREETS	000000	5.89
01-1831	POWERPLAN OIB					
		I-P2720210	101-4310-425	REPAIRS CABLE-PUSH-PULL-SHIP/STRTS	000000	227.02
01-2901	TRAFFIC CONTROL CORPORA					
		I-139182	101-4310-425	REPAIRS LED 12 IN BALL AMBER TINTED/ST	000000	43.00
01-3877	MUTUAL OF OMAHA					
		I-001419795224	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	24.75
01-3956	ADAMS SALVAGE RECYCLING					
		I-2852	101-4310-422	PROFESSIONAL BRUSH DUMPS/STREETS	000000	8.61
01-3977	ACE HARDWARE OF LEAD					
		I-028786	101-4310-426	SUPPLIES KEYKRAFTER 20R RUBBERHD/STRTS	000000	8.26
01-4037	SCHMIDT, CHRIS					
		I-859363	101-4310-425	REPAIRS POUR-FINISH PARK BURNHAM/STRTS	000000	3,440.00
		I-859365	101-4310-425	REPAIRS POUR-FINISH ROAD PEARL-BURN/ST	000000	7,575.00
		I-859366	101-4310-425	REPAIRS ADDITIONAL PANEL REPAIR/STRTS	000000	600.00

11/14/2022 9:48 AM  
 PACKET: 05926 COMBINED - 10/14/22  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 310 STREETS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4625	FIB CREDIT CARDS					
		I-8/31/22-CABELAS	101-4310-426	SUPPLIES SERVICE AWARD/ROBT R/STREETS	000000	319.49
01-4687	TREE WISE MEN					
		I-792	101-4310-422	PROFESSIONAL REM TREES TRIM WILLIAMS/STRTS	000000	5,800.00
01-4857	VERIZON CONNECT					
		I-358000034327	101-4310-422	PROFESSIONAL SEPT VEHICLE TRACKING/STREETS	000000	57.20
01-5003	GENERAL EQUIPMENT COMPA					
		I-203295	101-4310-425	REPAIRS (4) SP8-0070 WHEELS/STRTS	000000	133.40
DEPARTMENT 310 STREETS						TOTAL: 45,691.22
01-4630	SANDER SANITATION SERVI					
		I-RES GARBAGE SEPT	101-4320-422	PROFESSIONAL SEPT RESIDENTIAL GARBAGE PICKU	000000	12,104.18
DEPARTMENT 320 SANITATION						TOTAL: 12,104.18
01-0684	NORTHWEST PIPE FITTINGS					
		I-1409871	101-4370-433	IMPROVEMENTS THRD-ADAPT-CLAMP-CPLG/OAKRIDGE	000000	1,532.85
01-4958	G&G GARBAGE, LLC					
		I-19204	101-4370-422	PROFESSIONAL MONTHLY TOILET RENTAL/OAKRIDGE	000000	137.50
DEPARTMENT 370 OAKRIDGE CEMETERY						TOTAL: 1,670.35
01-0213	TRUGREEN CHEM-LAWN					
		I-166238383	101-4520-422	PROFESSIONAL LAWN SERVICE/HISTORY CENTER	000000	51.84
		I-166238490	101-4520-422	PROFESSIONAL LAWN SERVICE/ADAMS MUSEUM	000000	48.84
		I-166238541	101-4520-422	PROFESSIONAL LAWN SERVICE/ADAMS HOUSE	000000	48.84
		I-166264343	101-4520-422	PROFESSIONAL LAWN SERVICE/GORDON PARK	000000	169.92
		I-166271535	101-4520-422	PROFESSIONAL LAWN SERVICE/UPPER MAIN-FIRE/P	000000	75.64
		I-166273297	101-4520-422	PROFESSIONAL LAWN SERVICE/LIBRARY	000000	51.84
		I-166278423	101-4520-422	PROFESSIONAL LAWN SERVICE/LOWER MAIN WELCOM	000000	46.56
		I-166281478	101-4520-422	PROFESSIONAL LAWN SERVICE/RAILROAD PARK	000000	51.82
		I-167030186	101-4520-422	PROFESSIONAL LAWN SRVC/PLUMA PARK 418 CLIFF	000000	203.68
		I-167038846	101-4520-422	PROFESSIONAL LAWN SERVICE/HARCC-MICK TRAIL	000000	48.84
		I-167038922	101-4520-422	PROFESSIONAL LAWN SERVICES/BULLOCK PARK	000000	88.11
		I-167056003	101-4520-422	PROFESSIONAL LAWN SERVICE/FERGUSON FIELD	000000	445.67
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-403435	101-4520-434	MACHINERY/EQU HP ELITEBOOK TOUCHSCRN/PARKS	000000	1,785.46
01-0677	LAWSON PRODUCTS, INC.					
		I-9309959936	101-4520-425	REPAIRS GRND WHEEL-CUTOFF WHEEL/PARKS	000000	76.00

01/14/2022 9:48 AM  
 PACKET: 05926 COMBINED - 10/14/22  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 520 PARKS  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0776	ALBERTSON ENGINEERING,	I-18027	101-4520-422-01	PROF SERV- FE WHITEWD CREEK ADD SRVCS/PARKS	000000	9,661.95
01-1160	LIGHTING MAINTENANCE CO	I-97003	101-4520-425	REPAIRS LIGHT REPAIR-LAMP-CAPACITOR/PR	000000	535.70
01-1483	KNECHT HOME CENTER	I-8284305	101-4520-425	REPAIRS HEM FIR-SHEATHING-SCREWS/PARKS	000000	448.06
01-1502	BLACK HILLS CHEMICAL	I-232973	101-4520-426	SUPPLIES DEEP BLUE TOILET CONCENT/PARKS	000000	251.44
01-1653	STURDEVANT'S AUTO PARTS	I-32-8339904	101-4520-426	SUPPLIES HOSE FIT-OIL-AIR FILTERS/PARKS	000000	98.37
		I-32-839935	101-4520-426	SUPPLIES END CAP F/W /PARKS	000000	10.39
		I-32-840623	101-4520-426	SUPPLIES (2) WIX OIL FILTER/PARKS	000000	14.80
		I-32-840701	101-4520-426	SUPPLIES WIX HYDRAUL-AIR-FUEL FILTER/PR	000000	38.59
		I-32-841124	101-4520-426	SUPPLIES (4) DIXON WHIP CHECK/PARKS	000000	68.08
01-3314	CENTURY BUSINESS PRODUC	I-643049	101-4520-426	SUPPLIES HP/PZ CONTRACT 9/9/22-10/8/22	000000	88.96
01-3549	VICTOR STANLEY, INC.	I-SI51487	101-4520-425	REPAIRS REPLACEMENT LID-HARDWARE/PARKS	000000	3,181.00
01-3877	MUTUAL OF OMAHA	I-001419795224	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	29.70
01-4217	VISIONARY LANDSCAPING	I-INV030470	101-4520-433	IMPROVEMENTS LANDSCAPING-SEEDING/DOGPAK	000000	900.00
01-4592	BUTTE COUNTY EQUIPMENT	I-IB12795	101-4520-425	REPAIRS ASSY ROD T K24/PARKS	000000	104.13
01-4625	FIB CREDIT CARDS	I-093022HP	101-4520-433-07	CIP - FEMA DRINKS COOKIES CHIPS -FEMA MTG	000000	48.15
		I-093022HP	101-4520-433-07	CIP - FEMA EARL OF SANDWICH - FEMA MTG	000000	80.13
01-4687	TREE WISE MEN	I-784	101-4520-422-01	PROF SERV- FE DEBRIS CLEANUP-TREE REMOVE/PRK	000000	33,700.00
		I-793	101-4520-422	PROFESSIONAL REMOVE-HAUL WILLOW/GORDON PARK	000000	1,500.00
01-4857	VERIZON CONNECT	I-358000034327	101-4520-422	PROFESSIONAL SEPT VEHICLE TRACKING/PARKS	000000	57.20
DEPARTMENT 520 PARKS					TOTAL:	54,009.71

01-0418 BLACK HILLS PIONEER

PACKET: 05926 COMBINED - 10/14/22  
 VENDOR SET: 01  
 FUND : 101 GENERAL FUND  
 DEPARTMENT: 640 PLANNING AND ZONING  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.
-------------------

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER			continued		
		I-189 - 2022	101-4640-423	PUBLISHING NOH - STREET SLOPE VARIANCE	000000	25.23
		I-972 - 2022	101-4640-423	PUBLISHING NOH - CUP FOR CONDOS/KEATING	000000	24.75
01-3314	CENTURY BUSINESS PRODUC					
		I-643049	101-4640-428	UTILITIES HP/PZ CONTRACT 9/9/22-10/8/22	000000	88.96
01-3877	MUTUAL OF OMAHA					
		I-001419795224	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	7.43
DEPARTMENT 640 PLANNING AND ZONING						TOTAL: 146.37
FUND 101 GENERAL FUND						TOTAL: 220,984.94

01/14/2022 9:48 AM  
 PACKET: 05926 COMBINED - 10/14/22  
 VENDOR SET: 01  
 FUND : 206 LIBRARY FUND  
 DEPARTMENT: 550 LIBRARY  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-09/30/22	206-4550-434	COLLECTION DE SUBSCRIPTION - 1 MO./LIBRARY	000000	22.00
01-1562	MIDWEST TAPE, LLC					
		I-502712100	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	22.49
		I-502744802	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	26.24
		I-502779289	206-4550-434	COLLECTION DE DVDS - LIBRARY	000000	239.14
01-1613	THE LIBRARY STORE, INC.					
		I-595121	206-4550-426	SUPPLIES SECURITY DVD CASES - LIBRARY	000000	1,086.17
01-3346	MONUMENT HEALTH					
		I-700000832092022	206-4550-422	PROFESSIONAL TESTING - LIBRARY	000000	35.00
01-3877	MUTUAL OF OMAHA					
		I-001419795224	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	3.22
01-4711	AMAZON CAPITAL SERVICES					
		I-1419-FMPM-FWMMR	206-4550-434	COLLECTION DE BOOK - LIBRARY	000000	19.26
		I-16L9-QN7X-RRPL	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	125.54
		I-16L9-QN7X-RRPL	206-4550-434	COLLECTION DE DVDS - LIBRARY	000000	47.93
		I-16L9-QN7X-RRPL	206-4550-424	PROGRAMMING HALLOWEEN SUPPLIES	000000	18.99
		I-173D-PRDN-JJ3P	206-4550-426	SUPPLIES TONER,MISC SUPPLIES - LIBRARY	000000	203.83
		I-173D-PRDN-JJ3P	206-4550-434	COLLECTION DE BOOK - LIBRARY	000000	15.00
		I-1JHK-G6FV-DW9Y	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	37.97
		I-1V7M-XV3K-D4DQ	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	278.16
01-4771	BOOKLIST					
		I-10/11/22	206-4550-434	COLLECTION DE SUBSCRIPTION - 1 YEAR	000000	174.95
01-4858	MODERN MARKETING					
		I-MMI148065	206-4550-424	PROGRAMMING COLORING TOTES - LIBRARY	000000	257.54
01-5008	MCKILLIP, KATHY					
		I-10/12/22	206-4550-427	TRAVEL TRAVEL EXP-LIBR CONF/BROOKINGS	000000	614.13
					DEPARTMENT 550 LIBRARY	TOTAL: 3,227.56
					FUND 206 LIBRARY FUND	TOTAL: 3,227.56

01/14/2022 9:48 AM  
 PACKET: 05926 COMBINED - 10/14/22  
 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
01-0124	TRIDLE, JOHN	I-10/03/22 RECEIPT	209-4510-426	SUPPLIES DNN CARD HUB/REC CENTER	000000	25.54
01-0418	BLACK HILLS PIONEER	I-91214	209-4510-423	PUBLISHING COMM PAGES SPONSORSHIP/REC	000000	12.50
01-1098	HILLYARD/SIOUX FALLS	I-604892009	209-4510-426	SUPPLIES SHOWER FOAM/REC CENTER	000000	293.28
01-1266	WELLS PLUMBING & FARM S	I-1-1098742	209-4510-425	REPAIRS SUB GRINDER SEWAGE PUMP/REC	000000	505.93
01-1909	AMERICAN RED CROSS TRAI	I-22484595	209-4510-422	PROFESSIONAL (2) ADULT-PED FIRST AID TRAIN/R	000000	70.00
01-2645	HAWKINS INC	I-6294102	209-4510-426	SUPPLIES DELDRUM-AZONE-HYDRO ACID/REC	000000	1,118.78
01-3151	KONE CHICAGO	I-962332681	209-4510-422	PROFESSIONAL SEPT ELEVATOR MAINT/REC CENTER	000000	170.80
01-3877	MUTUAL OF OMAHA	I-001419795224	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	13.12
01-4884	NOVA FITNESS EQUIPMENT	I-50256	209-4510-434	MACHINERY/EQU (2) MATRIX LED TREADMILLS/REC	000000	10,380.60
01-4957	ONSITE FIRST AID, LLC	I-1556	209-4510-422	PROFESSIONAL FIRST AID SUPPLIES/REC CENTER	000000	60.75
DEPARTMENT 510 REC CENTER					TOTAL:	12,651.30
01-0475	DEADWOOD CHAMBER & VISI	I-10/12/2022	209-4980-422	PROFESSIONAL BILL LIST-10/17/22- B & B	000000	25,267.97
		I-10/12/2022	209-4980-422	PROFESSIONAL BILL LIST-10/17/22- EV.COMPLEX	000000	5,606.25
01-4625	FIB CREDIT CARDS	I- 9-15-22/FAM DOLLR	209-4980-429	OTHER FALL DECORATIONS - CITY HALL	000000	15.00
01-4711	AMAZON CAPITAL SERVICES	I-1YNG-1MQ7-QNVG	209-4980-429	OTHER QTY 25 JACK LINK JERKY-TRNKTRT	000000	355.25
DEPARTMENT 980 SPECIAL EVENTS					TOTAL:	31,244.47
FUND 209 BED & BOOZE FUND					TOTAL:	43,895.77

PACKET: 05926 COMBINED - 10/14/22

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-0585	SD DEPT. OF REVENUE	I-SEPT-101422	215-3000-699	MISC REVENUE SD DEPT. OF REVENUE	000000	2.92	
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	2.92
01-1182	MACROVISION	I-2022-14	215-4572-235	VISITOR MGMT 48 HRS VIDEO DIGITIZATION-ARCH	000000	1,440.00	
01-3060	QUIK SIGNS	I-38777	215-4572-235	VISITOR MGMT QTY 31 - 70"X30" BANNERS	000000	3,081.40	
				DEPARTMENT 572	HP VISITOR MGMT AND INFORTOTAL:	4,521.40	
01-0451	RUNGE, MIKE	I-092822	215-4573-335	HIST. INTERP. REIMBURSE TAX LEDGERS TO COLOR	000000	296.73	
01-0951	DEADWOOD ALIVE	I-1800-22	215-4573-345	HIST. INTERP. SEPTEMBER 2022	000000	20,000.00	
		I-1900-22	215-4573-345	HIST. INTERP. OCTOBER 2022	000000	10,000.00	
01-1986	ASSOCIATED BAG COMPANY	I-G390234	215-4573-335	HIST. INTERP. QTY 3000 2X4 2MIL ZIP BAGS-ARC	000000	104.61	
01-2014	TOMS, DON	I-LEDGER PROJECT928	215-4573-335	HIST. INTERP. 1906 TAX RECORDS BOOK 1 OF 3	000000	600.00	
01-2204	FERBER ENGINEERING COMP	I-J18-118-2.23	215-4573-340	HIST. INTERP. 2022 GIS ENTERPRISE TECH SERV	000000	2,350.00	
01-2585	PASTPERFECT SOFTWARE	I-2022SPTPPO-37392	215-4573-335	HIST. INTERP. AANNUAL SUP 12/15/22-12/15/23	000000	432.00	
		I-2022SPTPPO-37392	215-4573-335	HIST. INTERP. ONLINE HOST 12/15/21-12/15/23	000000	380.00	
01-3314	CENTURY BUSINESS PRODUC	I-643048	215-4573-335	HIST. INTERP. ARCHIVE CONTRCT 9/9/22-10/8/22	000000	43.24	
01-4625	FIB CREDIT CARDS	I-093022HP	215-4573-330	HIST. INTERP. 1915 NYC TOUR SOUVENIR PACK-HP	000000	81.78	
		I-093022HP	215-4573-330	HIST. INTERP. WILD BILL GRAVE PHOTO POSTCARD	000000	39.95	
01-4711	AMAZON CAPITAL SERVICES	I-1G73-W9VG-JTTV	215-4573-335	HIST. INTERP. TRIPP LITE UPS BACK UP-ARCHIVE	000000	315.95	
				DEPARTMENT 573	HP HISTORIC INTERPRETATIO	TOTAL: 34,644.26	

01-0563 RCS CONSTRUCTION

PACKET: 05926 COMBINED - 10/14/22

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 575 HP DEADWOOD GRANT AND LOA

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0563	RCS CONSTRUCTION		continued			
		I-PAY APP #03 FINAL	215-4575-515	GRANT/LOAN RE 23 CENTENNIAL RETAINING WALL	000000	21,005.00
01-0776	ALBERTSON ENGINEERING,					
		I-18014	215-4575-515	GRANT/LOAN RE 34 JACKSON RETAINING WALL	000000	381.25
		I-18018	215-4575-515	GRANT/LOAN RE 23 CENTENNIAL RETAINING WALL	000000	628.75
		I-18025	215-4575-520	GRANT/LOAN PR 57 FOREST RETAINING WALL	000000	82.50
01-1387	DEADWOOD GRANITE & MARB					
		I-101122	215-4575-500	GRANT/LOAN CE HEADSTONE GRANT JAMES TUTTLE	000000	975.00
		I-101122	215-4575-500	GRANT/LOAN CE HEADSTONE GRANT THOMAS CRAGO	000000	900.00
01-4416	ANCESTOR CONCRETE & MAS					
		I-2467	215-4575-515	GRANT/LOAN RE 3 STEWART RETAINING WALL	000000	6,000.00
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA						TOTAL: 29,972.50
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-402831	215-4576-600	PROFES. SERV. OFFSITE BKUP,WKSTNS - HP	000000	1,015.00
01-0776	ALBERTSON ENGINEERING,					
		I-18010	215-4576-600	PROFES. SERV. BERG JWLRY STAIR ENCLSR RECONS	000000	165.00
		I-18012	215-4576-600	PROFES. SERV. WHITEWOOD CREEK BOARDWALK	000000	165.00
01-2394	GUNDERSON, PALMER, NELS					
		I-120156	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	3,685.62
DEPARTMENT 576 HP PROFESSIONAL SERVICES						TOTAL: 5,030.62
01-3995	HANSEN WHEEL & WAGON SH					
		I-12718	215-4577-775	CAPITAL ASSET 6 SETS - WAGON BOW CLIPS	000000	106.70
01-4625	FIB CREDIT CARDS					
		I-093022HP	215-4577-775	CAPITAL ASSET 5 PKS BLK OXD WASHERS - WAGONS	000000	106.09
01-5009	W.D. MASONRY & CONCRETE					
		I-2378	215-4577-715	CAPITAL ASSET REPLACE STEPS INTO DEPOT	000000	48,604.17
DEPARTMENT 577 HP FIXED CAPITAL ASSETS						O TOTAL: 48,816.96
01-1827	MS MAIL & MARKETING					
		I-13385HP	215-4641-423	PUBLISHING OCTOBER NEWSLETTER	000000	663.63
01-3314	CENTURY BUSINESS PRODUC					
		I-643049	215-4641-428	UTILITIES HP/PZ CONTRACT 9/9/22-10/8/22	000000	88.96



PACKET: 05926 COMBINED - 10/14/22

VENDOR SET: 01

Section 4 Item a.

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3373	AMAZON WEB SERVICES					
		I-1134479437	215-4641-428	UTILITIES WEB SERVICES 9/1/22-9/30/22	000000	200.36
01-3877	MUTUAL OF OMAHA					
		I-001419795224	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	17.33
01-4625	FIB CREDIT CARDS					
		I-093022HP	215-4641-426	SUPPLIES ONXMAPS RENEWAL - HP	000000	31.94
		I-093022HP	215-4641-427	TRAVEL SHPO PRESENTATION-MEAL ATTENDE	000000	71.12
		I-093022HP	215-4641-426	SUPPLIES COOLER WATER SCRCRW PMPKN-HP	000000	65.08
01-4711	AMAZON CAPITAL SERVICES					
		I-1RCM-VQWX-VFLW	215-4641-426	SUPPLIES VINYL LETTERS - HP	000000	12.12
					DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL: 1,150.54
					FUND 215 HISTORIC PRESERVATION	TOTAL: 124,139.20

01/14/2022 9:48 AM  
 PACKET: 05926 COMBINED - 10/14/22  
 VENDOR SET: 01  
 FUND : 216 REVOLVING LOAN  
 DEPARTMENT: N/A NON-DEPARTMENTAL  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0563	RCS CONSTRUCTION					
		I-202228-3	216-1310	DUE FROM OTHE RW 23 Centennial Owner Portion	000000	26,574.80
01-4993	MOUNTAIN AIR MECHANICAL					
		I-52	216-1310	DUE FROM OTHE 56 LINCOLN THOMPSON	000000	5,229.23
01-5004	DJ CUSTOMS					
		I-303	216-1310	DUE FROM OTHE 23 MONROE PAHA SAPA HOLDINGS	000000	13,259.07
01-5005	THOMPSON, MARK					
		I-52	216-1310	DUE FROM OTHE THOMPSON, MARK	000000	5,229.23
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						50,292.33
01-0558	NHS OF THE BLACK HILLS					
		I-100422	216-4653-960	CLOSING CO CLOSING COSTS 2022-3	000000	258.00
		I-2022-9	216-4653-422	PROFESSIONAL CONTRACT 9/2022	000000	3,000.00
01-1496	LAWRENCE CO. REGISTER O					
		I-100622	216-4653-960	CLOSING CO REC FEE 58 WASHINGTON	000000	120.00
01-2604	ALLEN, KEN					
		I-4297	216-4653-962-01	SPECIAL NEEDS 4 BURLINGTON ELDERLY GRANT	000000	9,407.46
01-2679	ODD JOB CONSTRUCTION					
		I-262	216-4653-962-03	WINDOWS GRANT 29 VAN BUREN WINDOWS	000000	1,037.72
01-3323	THE GLASS SHOP					
		I-347	216-4653-962-03	WINDOWS GRANT 3 STEWART GLASS REPAIR	000000	1,800.00
01-4008	BLACK HILLS EXTERIORS					
		I-25078	216-4653-962-01	SPECIAL NEEDS 766 MAIN ROOF REPAIRS	000000	4,489.13
01-4416	ANCESTOR CONCRETE & MAS					
		I-2467-2	216-4653-962-08	FOUNDATION GR 3 STEWART FOUNDATION	000000	4,000.00
01-4438	DAKOTA TITLE					
		I-OE-0744-22	216-4653-960	CLOSING CO OE 58 WASHINGTON BRELAND OHAYO	000000	120.00
01-5002	HUBER, WEEDEN					
		I-2467	216-4653-962-08	FOUNDATION GR 3 STEWART FOUNDATION	000000	1,500.00
				DEPARTMENT 653	REVOLVING LOAN	TOTAL:
						25,732.31
				FUND	216	REVOLVING LOAN
						TOTAL:
						76,024.64

01/14/2022 9:48 AM  
 PACKET: 05926 COMBINED - 10/14/22  
 VENDOR SET: 01  
 FUND : 602 WATER FUND  
 DEPARTMENT: 330 WATER  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0545	LYNN'S DAKOTA MART	I-001000020746	602-4330-426	SUPPLIES INTERVIEWS SUPPLIES - COMM.	000000	6.51
01-0561	SOUTH DAKOTA 811	I-SD22-02759	602-4330-422	PROFESSIONAL SEPT FAX-MSG LOCATES/WATER	000000	104.16
01-0677	LAWSON PRODUCTS, INC.	I-9600128123	602-4330-424	RENTALS TORRENT MONTHLY RENT/WATER	000000	200.00
01-1235	BADGER METER, INC.	I-80107511	602-4330-422	PROFESSIONAL QTRLY MBL HOST SRVC UNIT/WATER	000000	153.00
01-1653	STURDEVANT'S AUTO PARTS	I-32-841407	602-4330-426	SUPPLIES PUR STEEL-NEW CAR SCENT/WATER	000000	5.98
01-1798	CHAINSAW CENTER/DAKOTA	I-1099257	602-4330-424	RENTALS MINI EXCAVATOR RENTAL/WATER	000000	475.00
01-1827	MS MAIL & MARKETING	I-13385	602-4330-426	SUPPLIES UTILITY MAILING - SEPTEMBER	000000	339.92
01-2847	MCDIRT EXCAVATION	I-5890	602-4330-425	REPAIRS MOB-REPAIR WATER LEAK/WATER	000000	5,440.00
01-3877	MUTUAL OF OMAHA	I-001419795224	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	18.07
01-4625	FIB CREDIT CARDS	I-093022HP	602-4330-426	SUPPLIES WTR MAIN BRK DRINKS FOR STAFF	000000	19.55
01-4857	VERIZON CONNECT	I-358000034327	602-4330-422	PROFESSIONAL SEPT VEHICLE TRACKING/WATER	000000	57.20
					DEPARTMENT 330 WATER	TOTAL: 6,819.39
					FUND 602 WATER FUND	TOTAL: 6,819.39

PACKET: 05926 COMBINED - 10/14/22

VENDOR SET: 01

FUND : 607 HISTORIC CEMETERIES

DEPARTMENT: 580 HISTORIC CEMETERIES

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0213	TRUGREEN CHEM-LAWN	I-166264343MM	607-4580-422	PROFESSIONAL LAWN SERVICE - MT MORIAH	000000	937.13
					DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL: 937.13
					FUND 607 HISTORIC CEMETERIES	TOTAL: 937.13

11/14/2022 9:48 AM  
 PACKET: 05926 COMBINED - 10/14/22  
 VENDOR SET: 01  
 FUND : 610 PARKING/TRANSPORTATION  
 DEPARTMENT: 360 PARKING/TRANSPORTATION  
 BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3877	MUTUAL OF OMAHA					
		I-001419795224	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	8.17
01-4766	IPS GROUP INC					
		C-CM54824	610-4360-422-02	PROFESSIONAL OVERBILLED ENFORCENMT FEES/P&T	000000	1,732.20-
		I-INV76925	610-4360-422-02	PROFESSIONAL CC FEES-PARKSMARTER REM/P&T	000000	3,663.90
		I-INV76993	610-4360-422-02	PROFESSIONAL CC FEES-MAINT-GATEWAY FEES/P&T	000000	3,672.68
		I-INV77142	610-4360-426	SUPPLIES COLLECT-MAINT-DIAG CARDS/P&T	000000	52.41
				DEPARTMENT 360 PARKING/TRANSPORTATION	TOTAL:	5,664.96
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-67522	610-4361-422	PROFESSIONAL TDF TIRE DISPOSAL/TROLLEY	000000	15.00
		I-1-67540	610-4361-425	REPAIRS LABOR-SHOP SUPPLIES/TROLLEY	000000	132.50
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-840568	610-4361-425	REPAIRS HZ BATTERY ASM/TROLLEY	000000	166.44
		I-32-840846	610-4361-426	SUPPLIES INF. GAGE, DUAL HE/TROLLEY	000000	74.64
		I-32-841210	610-4361-426	SUPPLIES WASH FLUID-DEX COOL-BUTT/TROLL	000000	76.64
01-3877	MUTUAL OF OMAHA					
		I-001419795224	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	4.94
01-4036	SCOTT PETERSON MOTORS O					
		I-5002970	610-4361-425	REPAIRS LU9Z 4800 A SUPPORT/TROLLEY	000000	139.86
01-4347	VERIZON CONNECT NWF, I					
		I-OSV000002881607	610-4361-422	PROFESSIONAL SEPT DATA CONNECT SRVC/TROLLEY	000000	95.95
				DEPARTMENT 361 TROLLEY DEPARTMENT	TOTAL:	705.97
01-0429	BLACK HILLS ENERGY					
		I-POWER 09/23/22	610-4362-428	UTILITIES 20 WABASH ST LIGHTS	000000	25.84
01-1266	WELLS PLUMBING & FARM S					
		I-1-1098782	610-4362-425	REPAIRS HUB-LONG SWEEP-FERNCO/RAMP	000000	342.14
01-3032	OTIS ELEVATOR COMPANY					
		I-CLH16322001	610-4362-425	REPAIRS SRVC CALL- CHECK OPERATION/RAM	000000	1,467.50
01-3151	KONE CHICAGO					
		I-962332681	610-4362-422	PROFESSIONAL SEPT ELEVATOR MAINT/RAMP	000000	170.81
01-4711	AMAZON CAPITAL SERVICES					
		I-1Q9X-LNR7-JJPR	610-4362-434	MACHINERY/EQU SCROLLING LED SIGNS/PARK RAMP	000000	514.89
				DEPARTMENT 362 BROADWAY GARAGE	TOTAL:	2,521.18
				FUND 610 PARKING/TRANSPORTATION	TOTAL:	8,892.1

PACKET: 05926 COMBINED - 10/14/22

VENDOR SET: 01

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-SEPT-101422	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000	8,677.84
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						8,677.84
				FUND	722 SALES TAX AGENCY	TOTAL:
						8,677.84

PACKET: 05926 COMBINED - 10/14/22

VENDOR SET: 01

Section 4 Item a.

FUND : 723 NICKEL SLOT PAYMENT AGNCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING					
		I-10/12/22	723-4000-429	OTHER CITY SLOTS - PMT 4, YR 2	000000	29,829.55
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	29,829.55
				FUND 723 NICKEL SLOT PAYMENT AGNCY	TOTAL:	29,829.55
					REPORT GRAND TOTAL:	523,428.13

**2022**

**Loss Control/Safety Achievement Award**

**Presented to  
the Employees of**

**City of Deadwood**

**On behalf of the  
SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE  
and the  
SDML WORKERS' COMPENSATION FUND**

**GOLD LEVEL**



Sept 30, 2022

To : Randy Adler - Parks Dept. Supervisor  
City of Deadwood, South Dakota,

Please accept my resignation as a seasonal parks technician employee as of October 14, 2022. I have enjoyed being employed by the City of Deadwood Parks Dept. and I look forward to return next year.

Thank you for giving me the opportunity to maintain the flowers and landscape that surrounds the Deadwood area.

I have enjoyed the summer.

Teresa L. Tomford

Teresa Lynn Tomford 9/30/22

Prepared by:  
 Quentin L. Riggins  
 Gunderson, Palmer, Nelson,  
 & Ashmore, LLP  
 PO Box 8045  
 Rapid City, SD 57709  
 605-342-1078

## TEMPORARY CONSTRUCTION EASEMENT

THIS **EASEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, “**GRANTEE,**” Rand T. Williams and Gayla J. Williams, 742 State Street, Spearfish, South Dakota 57783, hereinafter referred to as “**GRANTORS.**”

Grantors, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantors for the purpose of constructing a retaining wall near 458 Williams Street.

The real estate subject to the temporary construction easement is specifically described and/or depicted as follows:

Lot Three (3) in Block L, except twelve (12) feet two (2) inches of the Northeast side of Lot Three (3) previously conveyed, and all of Lots Four (4) and Five (5) in Block L in the City of Deadwood, Lawrence County, South Dakota subject to easement of record,

The South part of Lot One (1) in Black Hills Meridian in the City of Deadwood, South Dakota, more particularly described as follows: Beginning at a point on the West line of said lot Fifty-five (55) feet distant from the north-west corner thereof; thence along the West line of said lot a distance of Sixty (60) feet; thence along the South line of said lot a distance of Forty Seven (47) feet and Nine (9) inches; thence along the East line of said lot a distance of Fifty Three (53) feet; thence West in a straight line, a distance of Forty Nine (49) feet to the place of beginning of the West line of said lot, subject to a perpetual vehicle driveway easement, and further subject to other easements, reservations, restrictions and covenants of record.

This grant shall include the right of ingress and egress over adjacent lands of Grantors as necessary to access the western boundary of the property; and the right to use so much of the adjoining premises of Grantors during construction of a retaining wall and surface work near 56 Taylor Avenue and storage of construction equipment as may be required to permit the operation of construction machinery and equipment. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof and restore Grantors' property to its original condition or better, as of the date of this document.

It is the intention of the parties hereto that Grantors are hereby conveying the uses herein specified without divesting themselves, their heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere

with or endanger the construction of the retaining wall and trail surface, and provided further that no structure shall be constructed on the easement without written permission from Grantee.

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by Grantee's failure to use due care in its exercise of the granted right unless such damage is a result of structures being placed on the easement without Grantee's permission.

The right, privilege, and easement granted by this Temporary Construction Easement will expire upon 120 days or the completion and inspection of construction, and the performance of the City of Deadwood as set out in this instrument, whichever is first.

*[signatures and acknowledgements on following pages]*

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

GRANTORS  
LANDOWNERS:

\_\_\_\_\_  
Rand T. Williams

\_\_\_\_\_  
Gayla J. Williams

STATE OF \_\_\_\_\_ )  
  )ss  
COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGMENT

On this, the \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned officer, personally appeared Rand T. Williams and Gayla J. Williams who acknowledged that he is the owner of above referenced property, and executed the foregoing instrument for the purposes therein.

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

(SEAL)

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

GRANTEE  
CITY OF DEADWOOD:

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

STATE OF SOUTH DAKOTA)  
SS)  
COUNTY OF LAWRENCE)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood to be the person who is described in, and who executed the within instrument and acknowledge to me that he executed the same.

ATTEST

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

Prepared by:  
Quentin L. Riggins  
Gunderson, Palmer, Nelson & Ashmore, LLP  
P.O. Box 8045  
Rapid City, SD 57709-8045  
(605) 342-1078

STATE OF SOUTH DAKOTA            )  
  ) ss  
  ) AND  
COUNTY OF LAWRENCE            )  
  ) **PERMANENT ACCESS EASEMENT**

For and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Rand T. Williams and Gayla J. Williams of 742 State Street, Spearfish, SD 57783, (Grantor) hereby grants and conveys unto the City of Deadwood, a South Dakota municipality of 102 Sherman Street, Deadwood, SD 57732, (Grantee) a Permanent Maintenance Easement and Permanent Access Easement as shown on the attached Exhibits, subject to the conditions hereinafter set forth.

The property subject to this Permanent Maintenance Easement and Permanent Access Easement is legally described as:

Lot Three (3) in Block L, except twelve (12) feet two (2) inches of the Northeast side of Lot Three (3) previously conveyed, and all of Lots Four (4) and Five (5) in Block L in the City of Deadwood, Lawrence County, South Dakota subject to easement of record,

The South part of Lot One (1) in Black Hills Meridian in the City of Deadwood, South Dakota, more particularly described as follows: Beginning at a point on the West line of said lot Fifty-five (55) feet distant from the north-west corner thereof; thence along the West line of said lot a distance of Sixty (60) feet; thence along the South line of said lot a distance of Forty Seven (47) feet and Nine (9) inches; thence along the East line of said lot a distance of Fifty Three (53) feet; thence West in a straight line, a distance of Forty Nine (49) feet to the place of beginning of the West line of said lot, subject to a perpetual vehicle driveway easement, and further subject to other easements, reservations, restrictions and covenants of record.

These easements shall include the right to construct, install, maintain, repair, remove and replace the retaining wall upon said property as shown on the Exhibits, attached hereto. These easements shall include the right to enter upon the afore-described real property and otherwise to do those things reasonably necessary to effectuate their purpose.

These easements will not interfere with Grantor’s ingress and egress to her property via the existing entrance to the property.

Grantor and its successors and assigns agree not to build, create, construct, or permit to be built, created, or constructed any obstruction, building, or other structures upon, over, or under the land herein described that would interfere with the drainage easement or Grantee's rights hereunder.

Grantee shall bear all cost associated with the construction, care, maintenance and repair of the easement and agrees to perform all work in a workmanlike manner. Any damage caused to Grantor's property will be restored to its original condition at Grantee's expense.

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

GRANTOR  
LANDOWNER

\_\_\_\_\_  
Rand T. Williams

\_\_\_\_\_  
Gayla J. Williams

STATE OF SOUTH DAKOTA     )  
  )ss  
COUNTY OF \_\_\_\_\_     )

On this, the \_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned officer, personally appeared Rand T. Williams and Gayla J. Williams, who acknowledged that she is the owner of above referenced property, and executed the foregoing instrument for the purposes therein.

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

(SEAL)

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

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

GRANTOR  
CITY OF DEADWOOD:

By: \_\_\_\_\_  
David R. Ruth Jr.  
Its: Mayor

STATE OF SOUTH DAKOTA)  
SS)  
COUNTY OF LAWRENCE)

On this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood to be the person who is described in, and who executed the within instrument and acknowledge to me that he executed the same.

ATTEST

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



Prepared by:  
 Quentin L. Riggins  
 Gunderson, Palmer, Nelson,  
 & Ashmore, LLP  
 PO Box 8045  
 Rapid City, SD 57709  
 605-342-1078

## TEMPORARY CONSTRUCTION EASEMENT

**THIS EASEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, “**GRANTEE,**” Meghan Clemens, 462 Williams Street, Deadwood, South Dakota, 57732 hereinafter referred to as “**GRANTORS.**”

Grantors, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantors for the purpose of constructing a retaining wall near 462 Williams Street.

The real estate subject to the temporary construction easement is specifically described and/or depicted as follows:

Part of Lots 7 and 9, all of Lot 8, Block L, in the City of Deadwood, described as follows:

Beginning at the Northeast Corner of said tract for corner number 1 from which U.S. locating monument number 1 bears South 14 degrees 14 minutes East 1,380.2; thence North 64 degrees 16 minutes West 127.3 feet to corner number 2; thence south 42 degrees West 54 feet to corner number 3; thence 565 degrees 20 minutes East 121 feet, more or less, to corner number 4 on the West side of Williams Street; thence along the West side of Williams Street North 24 degrees 34 minutes East 54 ½ of the place of beginning.

AND

A tract of land described as follows, to-wit; commencing at corner number 1 of the tract being a point on the Westerly side of Williams Street, North 15 degrees 30 minutes East 117 feet from corner number 3 of M.C. #71 in the City of Deadwood; thence North 63 degrees West 206 feet to corner number 2; thence South 58 degrees 20 minutes East 206 feet to corner number 3; thence North 26 degrees 30 minutes East 17 feet to corner number 1 and the place of beginning, constituting a portion of Lot 9 in Block L, in the City of Deadwood, according to P.L. Rogers Map of City of Deadwood.

AND

Lot known as Towns T number 210 in Block M in Deadwood, South Dakota, and described as follows: Beginning at the Northwest corner of the Lot on South side of City Creek Street from which corner number 2 of M.C. 71 bears South 33 degrees 30 minutes East 141.5 feet, distant and running thence as follows: South 79 degrees 30 minutes East 10 feet; thence South 18 degrees 30 minutes West 119 feet; thence South 42 degrees West 123.2 feet; thence North 51 degrees 30 minutes West 102 feet; thence North 16 degrees 45 minutes East 66.5 feet; thence

South 77 degrees East 138.58 feet; thence North 18 degrees 30 minutes East 118.5 feet to all in Lawrence County, South Dakota.

This grant shall include the right of ingress and egress over adjacent lands of Grantors as necessary to access the western boundary of the property; and the right to use so much of the adjoining premises of Grantors during construction of a retaining wall and surface work near 56 Taylor Avenue and storage of construction equipment as may be required to permit the operation of construction machinery and equipment. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof and restore Grantors' property to its original condition or better, as of the date of this document.

It is the intention of the parties hereto that Grantors are hereby conveying the uses herein specified without divesting themselves, their heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere with or endanger the construction of the retaining wall and trail surface, and provided further that no structure shall be constructed on the easement without written permission from Grantee.

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by Grantee's failure to use due care in its exercise of the granted right unless such damage is a result of structures being placed on the easement without Grantee's permission.

The right, privilege, and easement granted by this Temporary Construction Easement will expire upon 120 days or the completion and inspection of construction, and the performance of the City of Deadwood as set out in this instrument, whichever is first.

*[signatures and acknowledgements on following pages]*



GRANTEE  
CITY OF DEADWOOD:

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

STATE OF SOUTH DAKOTA)  
SS)  
COUNTY OF LAWRENCE)

On this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood to be the person who is described in, and who executed the within instrument and acknowledge to me that he executed the same.

ATTEST

\_\_\_\_\_  
Jessica McKeown

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

Prepared by:  
 Quentin L. Riggins  
 Gunderson, Palmer, Nelson & Ashmore, LLP  
 P.O. Box 8045  
 Rapid City, SD 57709-8045  
 (605) 342-1078

STATE OF SOUTH DAKOTA     )  
 ) ss  
 COUNTY OF LAWRENCE     )

**PERMANENT RETAINING WALL  
 MAINTENANCE EASEMENT  
 AND**

**PERMANENT ACCESS EASEMENT**

For and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Meghan Clemens of 462 Williams Street, Deadwood, SD 57732 (Grantor) hereby grants and conveys unto the City of Deadwood, a South Dakota municipality of 102 Sherman Street, Deadwood, SD 57732, (Grantee) a Permanent Maintenance Easement and Permanent Access Easement as shown on the attached Exhibits, subject to the conditions hereinafter set forth.

The property subject to this Permanent Maintenance Easement and Permanent Access Easement is legally described as:

Part of Lots 7 and 9, all of Lot 8, Block L, in the City of Deadwood, described as follows:  
 Beginning at the Northeast Corner of said tract for corner number 1 from which U.S. locating monument number 1 bears South 14 degrees 14 minutes East 1,380.2; thence North 64 degrees 16 minutes West 127.3 feet to corner number 2; thence south 42 degrees West 54 feet to corner number 3; thence 565 degrees 20 minutes East 121 feet, more or less, to corner number 4 on the West side of Williams Street; thence along the West side of Williams Street North 24 degrees 34 minutes East 54 ½ of the place of beginning.

AND

A tract of land described as follows, to-wit; commencing at corner number 1 of the tract being a point on the Westerly side of Williams Street, North 15 degrees 30 minutes East 117 feet from corner number 3 of M.C. #71 in the City of Deadwood; thence North 63 degrees West 206 feet to corner number 2; thence South 58 degrees 20 minutes East 206 feet to corner number 3; thence North 26 degrees 30 minutes East 17 feet to corner number 1 and the place of beginning, constituting a portion of Lot 9 in Block L, in the City of Deadwood, according to P.L. Rogers Map of City of Deadwood.

AND

Lot known as Towns T number 210 in Block M in Deadwood, South Dakota, and described as follows: Beginning at the Northwest corner of the Lot on South side of City Creek Street from which corner number 2 of M.C. 71 bears South 33 degrees 30 minutes East 141.5 feet, distant and running thence as follows: South 79 degrees 30 minutes East 10 feet; thence South 18 degrees 30 minutes West 119 feet; thence South 42 degrees West 123.2 feet; thence North 51

degrees 30 minutes West 102 feet; thence North 16 degrees 45 minutes East 66.5 feet; thence South 77 degrees East 138.58 feet; thence North 18 degrees 30 minutes East 118.5 feet to all in Lawrence County, South Dakota.

These easements shall include the right to construct, install, maintain, repair, remove and replace the retaining wall upon said property as shown on the Exhibits, attached hereto. These easements shall include the right to enter upon the afore-described real property and otherwise to do those things reasonably necessary to effectuate their purpose.

These easements will not interfere with Grantor’s ingress and egress to her property via the existing entrance to the property.

Grantor and its successors and assigns agree not to build, create, construct, or permit to be built, created, or constructed any obstruction, building, or other structures upon, over, or under the land herein described that would interfere with the drainage easement or Grantee’s rights hereunder.

Grantee shall bear all cost associated with the construction, care, maintenance and repair of the easement and agrees to perform all work in a workmanlike manner. Any damage caused to Grantor’s property will be restored to its original condition at Grantee’s expense.

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

GRANTOR  
LANDOWNER

\_\_\_\_\_  
Meghan Clemens

STATE OF SOUTH DAKOTA     )  
  )ss  
COUNTY OF \_\_\_\_\_     )

On this, the \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned officer, personally appeared Meghan Clemens, who acknowledged that she is the owner of above referenced property, and executed the foregoing instrument for the purposes therein.

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

(SEAL)

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

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

GRANTOR  
CITY OF DEADWOOD:

By: \_\_\_\_\_  
David R. Ruth Jr.  
Its: Mayor

STATE OF SOUTH DAKOTA)  
SS)  
COUNTY OF LAWRENCE)

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood to be the person who is described in, and who executed the within instrument and acknowledge to me that he executed the same.

ATTEST

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

Prepared by:  
 Quentin L. Riggins  
 Gunderson, Palmer, Nelson,  
 & Ashmore, LLP  
 PO Box 8045  
 Rapid City, SD 57709  
 605-342-1078

## TEMPORARY CONSTRUCTION EASEMENT

THIS **EASEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between City of Deadwood, a South Dakota municipality, which address is 102 Sherman Street, Deadwood, South Dakota, 57732, “**GRANTEE**,” Peter Curry and Teresa Hamilton, 458 Williams Street, Deadwood, South Dakota, 57732, hereinafter referred to as “**GRANTORS**.”

Grantors, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grant, bargain, sell and convey to Grantee, its lessees, licensees, successors and assigns, the right, privilege and temporary easement, to enter upon the lands of Grantors for the purpose of constructing a retaining wall near 458 Williams Street.

The real estate subject to the temporary construction easement is specifically described and/or depicted as follows:

Lot Six (6) in Block L according to the official map of Deadwood, South Dakota, also a portion of Lot Seven (7), Block L, described as follows:

Beginning in the Southeast corner of said portion of Lot Seven (7) for corner number one from which United States locating monument number one bears S14°14'E 1380.2 feet, thence N24°34'E 22.4 feet along the West side of Williams Street to corner number two identical to the Southeast corner of Lot Six (6), Block L, thence N65°21'W 121.0 feet along Southwest side of Lot Six (6) to corner number three, thence S42°00'W 21.0 feet to corner number four, thence S64°18'E 127.3 feet to corner number one, the place of beginning, which line from corner number four to corner number one is a parallel to and six feet distance from the Southwest side of the house known as 458 Williams Street in Deadwood, Lawrence County, South Dakota

This grant shall include the right of ingress and egress over adjacent lands of Grantors as necessary to access the western boundary of the property; and the right to use so much of the adjoining premises of Grantors during construction of a retaining wall and surface work near 56 Taylor Avenue and storage of construction equipment as may be required to permit the operation of construction machinery and equipment. In exercising its rights of ingress or egress Grantee shall, whenever practicable, use existing roads or lanes and shall repair any damage caused by its use thereof and restore Grantors' property to its original condition or better, as of the date of this document.

It is the intention of the parties hereto that Grantors are hereby conveying the uses herein specified without divesting themselves, their heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the judgment of said Grantee, interfere



with or endanger the construction of the retaining wall and trail surface, and provided further that no structure shall be constructed on the easement without written permission from Grantee.

The foregoing right is granted upon the express condition that Grantee will assume liability for all damage to the hereinbefore described property caused by Grantee's failure to use due care in its exercise of the granted right unless such damage is a result of structures being placed on the easement without Grantee's permission.

The right, privilege, and easement granted by this Temporary Construction Easement will expire upon 120 days or the completion and inspection of construction, and the performance of the City of Deadwood as set out in this instrument, whichever is first.

*[signatures and acknowledgements on following pages]*

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

GRANTORS  
LANDOWNERS:

\_\_\_\_\_   
Peter Curry

\_\_\_\_\_   
Teresa Hamilton

STATE OF \_\_\_\_\_ )  
 )ss  
COUNTY OF \_\_\_\_\_ )

ACKNOWLEDGMENT

On this, the \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned officer, personally appeared Peter Curry and Teresa Hamilton who acknowledged that he is the owner of above referenced property, and executed the foregoing instrument for the purposes therein.

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

(SEAL)

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

GRANTEE  
CITY OF DEADWOOD:

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

STATE OF SOUTH DAKOTA)  
SS)  
COUNTY OF LAWRENCE)

On this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood to be the person who is described in, and who executed the within instrument and acknowledge to me that he executed the same.

ATTEST

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

Prepared by:  
 Quentin L. Riggins  
 Gunderson, Palmer, Nelson & Ashmore, LLP  
 P.O. Box 8045  
 Rapid City, SD 57709-8045  
 (605) 342-1078

STATE OF SOUTH DAKOTA	)	<b>PERMANENT RETAINING WALL</b>
	) ss	<b>MAINTENANCE EASEMENT</b>
		<b>AND</b>
COUNTY OF LAWRENCE	)	<b>PERMANENT ACCESS EASEMENT</b>

For and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, Peter Curry and Teresa Hamilton of 458 Williams Street, Deadwood, SD 57732 (Grantor) hereby grants and conveys unto the City of Deadwood, a South Dakota municipality of 102 Sherman Street, Deadwood, SD 57732, (Grantee) a Permanent Maintenance Easement and Permanent Access Easement as shown on the attached Exhibits, subject to the conditions hereinafter set forth.

The property subject to this Permanent Maintenance Easement and Permanent Access Easement is legally described as:

Lot Six (6) in Block L according to the official map of Deadwood, South Dakota, also a portion of Lot Seven (7), Block L, described as follows:

Beginning in the Southeast corner of said portion of Lot Seven (7) for corner number one from which United States locating monument number one bears S14°14'E 1380.2 feet, thence N24°34'E 22.4 feet along the West side of Williams Street to corner number two identical to the Southeast corner of Lot Six (6), Block L, thence N65°21'W 121.0 feet along Southwest side of Lot Six (6) to corner number three, thence S42°00'W 21.0 feet to corner number four, thence S64°18'E 127.3 feet to corner number one, the place of beginning, which line from corner number four to corner number one is a parallel to and six feet distance from the Southwest side of the house known as 458 Williams Street in Deadwood, Lawrence County, South Dakota

These easements shall include the right to construct, install, maintain, repair, remove and replace the retaining wall upon said property as shown on the Exhibits, attached hereto. These easements shall include the right to enter upon the afore-described real property and otherwise to do those things reasonably necessary to effectuate their purpose.

These easements will not interfere with Grantor's ingress and egress to her property via the existing entrance to the property.

Grantor and its successors and assigns agree not to build, create, construct, or permit to be built,

created, or constructed any obstruction, building, or other structures upon, over, or under the land herein described that would interfere with the drainage easement or Grantee’s rights hereunder.

Grantee shall bear all cost associated with the construction, care, maintenance and repair of the easement and agrees to perform all work in a workmanlike manner. Any damage caused to Grantor’s property will be restored to its original condition at Grantee’s expense.

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

GRANTOR  
LANDOWNER

\_\_\_\_\_  
Peter Curry

\_\_\_\_\_  
Teresa Hamilton

STATE OF SOUTH DAKOTA     )  
  )ss  
COUNTY OF \_\_\_\_\_     )

On this, the \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned officer, personally appeared Peter Curry and Teresa Hamilton, who acknowledged that she is the owner of above referenced property, and executed the foregoing instrument for the purposes therein.

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

(SEAL)

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

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

GRANTOR  
CITY OF DEADWOOD:

By: \_\_\_\_\_  
David R. Ruth Jr.  
Its: Mayor

STATE OF SOUTH DAKOTA)  
SS)  
COUNTY OF LAWRENCE)

On this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood to be the person who is described in, and who executed the within instrument and acknowledge to me that he executed the same.

ATTEST

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



Grantee shall bear all cost associated with the construction, care, maintenance and repair of the easement and agrees to perform all work in a workmanlike manner. Any damage caused to Grantor’s property will be restored to its original condition at Grantee’s expense.

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

GRANTOR  
LANDOWNER

\_\_\_\_\_  
Toby Keehn, Member of  
J & T Keehn Rentals, LLC

\_\_\_\_\_  
Josh G. Keehn, Member of  
J & T Keehn Rentals, LLC

STATE OF SOUTH DAKOTA )  
 )ss  
COUNTY OF \_\_\_\_\_ )

On this, the \_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned officer, personally appeared Toby Keehn, Member of J & T Keehn Rentals LLC and Josh G. Keehn, Member of J & T Keehn Rentals LLC, who acknowledged that she is the owner of above referenced property, and executed the foregoing instrument for the purposes therein.

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

(SEAL)

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_



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

GRANTOR  
CITY OF DEADWOOD:

By: \_\_\_\_\_  
David R. Ruth Jr.  
Its: Mayor

STATE OF SOUTH DAKOTA)  
SS)  
COUNTY OF LAWRENCE)

On this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally appeared David R. Ruth Jr., Mayor, City of Deadwood to be the person who is described in, and who executed the within instrument and acknowledge to me that he executed the same.

ATTEST

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

OFFICE OF  
**Mayor**  
**David R. Ruth, Jr.**  
 102 Sherman Street  
 Telephone (605) 578-2082  
 Fax (605) 578-2084



DEADWOOD CITY HALL  
 102 Sherman Street  
 Telephone (605) 578-2600

Paul Thomson  
 Lawrence County Emergency Management  
 80 Sherman Street, Suite 2  
 Deadwood, SD 57732

Dear Mr. Thomson,

As the Federal Emergency Management Agency's (FEMA) Local Mitigation Plan requirements under 44 CFR §201.6 specifically identify criteria that allow for multi-jurisdictional mitigation plans and that many issues are better resolved by evaluating hazards more comprehensively by coordinating at the county, regional, or watershed level, the City of Deadwood is submitting this letter of commitment to confirm that it has agreed to participate in the Lawrence County Multi-Jurisdictional Pre-Disaster Mitigation Plan.

Further, as a condition to participating in the mitigation planning process, the City of Deadwood agrees to meet the requirements for mitigation plans identified in 44 CFR §201.6 and to provide such cooperation as is necessary to Lawrence County to complete the plan in conformance with FEMA requirements.

The City of Deadwood understands that it must engage in the following planning process, as more fully described in FEMA's Local Mitigation Planning Policy Guide effective April 19, 2023, including, but not limited to:

- Identification of hazards unique to Deadwood not addressed in the master planning document;
- The conduct of a vulnerability analysis and an identification of risks, where they differ from the general planning area;
- The formulation of mitigation goals responsive to public input and development of mitigation actions complementary to those goals. A range of actions must be identified specific for each jurisdiction;
- Demonstration that there has been offered an opportunity for participation in the planning process by all community stakeholders (examples of participation include relevant involvement in any planning process; attending meetings; contributing research, data, or other information; commenting on drafts of the plan; etc.);
- Documentation of an effective process to maintain and implement the plan; and,
- Formal adoption of the Multi-jurisdictional Pre-Disaster Mitigation Plan by the jurisdiction's governing body.

Therefore, with a full understanding of the obligations incurred by participating in the FEMA hazard mitigation planning process as a participant in a multi-jurisdictional plan; I commit the City of Deadwood to the Lawrence County Multi-Jurisdictional Pre-Disaster Mitigation Plan effort.

Executed this \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
 Dave Ruth Jr., Mayor

Tallgrass Landscape Architecture  
413 North 4th Street  
Custer, SD 57730  
605-673-3167  
info@tallgrasslandscapearchitecture.com  
www.tallgrasslandscapearchitecture.com



**INVOICE 2022-084**

**BILL TO**  
City of Deadwood  
108 Sherman Street  
Deadwood, SD 57732

**DATE 09/09/2022 TERMS Net 30**

**PROJECT NAME**  
Whitewood Creek Phase 6

**TALLGRASS NUMBER**  
2022-010

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<b>Construction Documentation</b> Site Visits, Plans, Etc	25.75	80.00	2,060.00T
	<b>Project Management</b> Plan review, bidding, etc.	10	135.00	1,350.00T
	<b>Construction Administration</b> Site visits during construction, calls, etc	6.50	135.00	877.50T

Please give Tanya Olson <sup>no call</sup> if you have any questions about this phase of the project. It was implemented prior to Bob leaving and never had a signed contract.

This is the full cost of design on this project phase.

SUBTOTAL	4,287.50
TAX	0.00
<b>TOTAL</b>	<b>4,287.50</b>

**TOTAL DUE \$4,287.50**

101-4520-433-05



ESTIMATE #602  
 ESTIMATE DATE Oct 05, 2022  
 SCHEDULED DATE Mon Mar 14, 2022  
 6:00am  
 TOTAL **\$9,307.83**

**One Way Service Pros**

City of Deadwood  
 67 1/2 Dunlap Ave  
 Deadwood, SD 57732

✉ bobjr@cityofdeadwood.com

SERVICE ADDRESS  
 102 Sherman St  
 Deadwood, SD 57732

CONTACT US  
 169 Charles St  
 Deadwood, SD 57732

☎ (605) 722-8101  
 ✉ onewayservicepros@hotmail.com

**ESTIMATE**

Services	qty	unit price	amount
Boiler replacement for snow melt system. Remove old boiler and install new Navien boiler Model# NHB-150 150,000 B.T.U.	1.0	\$9,121.66	\$9,121.66

Materials	qty	unit price	amount
> 3/4" piping manifold kit > 3" PVC for venting and fresh air > Gas pipe and fittings > 3/4" Copper and fittings > 3/4" PVC for drain No control wiring would have to be done by temperature technology to computer program Price valid 30 days No high voltage wiring	1.0	\$0.00	\$0.00

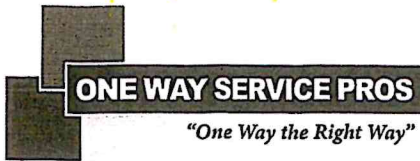
Subtotal \$9,121.66

Tax (Excise Tax 2.041%) \$186.17

**Total \$9,307.83**

Thank you for your business!

*Revised*



## One Way Service Pros

City of Deadwood  
67 1/2 Dunlap Ave  
Deadwood, SD 57732

ESTIMATE	#602
ESTIMATE DATE	Mar 21, 2022
SCHEDULED DATE	Mon Mar 14, 2022 6:00am
TOTAL	<b>\$8,721.10</b>

### SERVICE ADDRESS

102 Sherman St  
Deadwood, SD 57732

### CONTACT US

169 Charles St  
Deadwood, SD 57732

(605) 722-8101

onewayservicepros@hotmail.com

## ESTIMATE

Services	qty	unit price	amount
Boiler replacement for snow melt system. Remove old boiler and install new Navien boiler Model# NHB-150 150,000 B.T.U.	1.0	\$8,546.66	\$8,546.66
Materials	qty	unit price	amount
> 3/4" piping manifold kit > 3" PVC for venting and fresh air > Gas pipe and fittings > 3/4" Copper and fittings > 3/4" PVC for drain No control wiring would have to be done by temperature technology to computer program Price valid 30 days No high voltage wiring			

Subtotal	\$8,546.66
Tax (Excise Tax 2.041%)	\$174.44
<b>Total</b>	<b>\$8,721.10</b>

Thank you for your business!

*Approved*

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



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

## **MEMORANDUM**

---

**Date:** October 13, 2022  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
 Bonny Anfinson, Program Coordinator  
**Re:** Plankinton Preservation Society – Emergency Outside of Deadwood Grant Request

---

The Plankinton Preservation Society has submitted an emergency grant request for repairs to the roof of the Sweep Van Dyke Hotel's unique veranda. Repairs do need to be completed before winter as snowpack on the veranda will be detrimental to the structure if not repaired this fall. The cost to stabilize the veranda is \$8,600.00. The applicant is requesting \$4,300.00. This is the first time Plankinton has requested any Outside of Deadwood Grant funds.

The Historic Preservation Commission has reviewed this issue and recommend granting an emergency grant to Plankinton Preservation Society for stabilization of the veranda on the historic Sweep Van Dyke Hotel.

**Recommend Motion:** *Move to grant an emergency grant to Plankinton Preservation Society for stabilization of the veranda on the historic Sweep Van Dyke Hotel in the amount of \$4,300.00.*

**PLANKINTON PRESERVATION SOCIETY, INC  
PO Box 367 • PLANKINTON, SD 57368**

October 5, 2022

Dear Outside Deadwood Grant Committee Members:

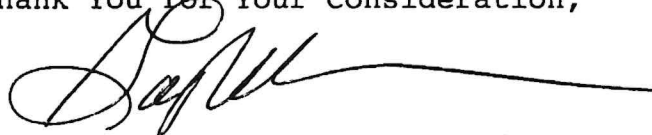
First, we would like to thank you for all the good work you do for our State to continue the important mission of historic preservation.

We have been encouraged by the State Historical Society to apply for grant funding for the veranda porch roof of the Sweep Van Dyke Hotel, which is in need of immediate repairs.

Because the Hotel plays such an important role in our city, county and state's history and may be one of the only structures of its kind still standing today, we at the Plankinton Preservation Society strive to continue its preservation.

Please see attached our grant application and do not hesitate to contact us for more information.

Thank You for Your Consideration,



Gayle A. Van Genderen  
President,  
Plankinton Preservation Society, Inc.  
(605) 942-7770

GRANT FUND --  
SITES OUTSIDE OF DEADWOOD**FOR OFFICE USE ONLY**

Application # \_\_\_\_\_

Date Received \_\_\_\_/\_\_\_\_/\_\_\_\_

Date of Hearing \_\_\_\_/\_\_\_\_/\_\_\_\_

## Outside of Deadwood Grant Fund

### DEADWOOD HISTORIC PRESERVATION COMMISSION GRANT FUND

#### Application

Applications must be received by January 18 and June 2 annually. In order to maintain funding eligibility, work **may not** commence on the project until **after** an award notification is received and grant agreement has been signed and returned.

***The Deadwood Historic Preservation Commission reviews ALL applications. Please read the attached Policy Guidelines and provide the requested information below.***

#### 1. PROPERTY INFORMATION

Historic Name of Property (if known): Sweep/VanDyke Hotel

Property Address: 302 S. Main Street Plankinton SD 57368  
Street City State Zip

#### 2. PROJECT CONTACT INFORMATION

Name: Gayle A. Van Genderen Telephone: ( 605 ) 942 - 7770

Email Address: sdmail@siouxvalley.net

Property Address: 116 N. Main St. Plankinton SD 57368-0367  
Street City State Zip

#### **\*\*NOTE: Owner of Property:**

Applicant must own/retain property;

OR

Applicant must be leasing or renting the property and have written permission from the owner to conduct the work;

OR

Applicant must have a firm written commitment with the owner to purchase the property.

*(Complete 'Owner of Property' only if different from that of Project Contact)*

#### 3. OWNER OF PROPERTY

Name: Plankinton Preservation Society, Inc. Telephone: ( 605 ) 942 - 7770

Email Address: sdmail@siouxvalley.net

Mailing Address: PO Box 367 Plankinton SD 57368-0367  
Street City State Zip



**FOR OFFICE USE ONLY**  
Application # \_\_\_\_\_

#### 4. DESCRIBE SCOPE OF WORK TO BE PERFORMED AS PART OF THIS PROJECT:

The purpose of this project is to prevent further deterioration and collapse of the roof of the Hotel's unique veranda. What is needed is first and foremost adding a slight pitch to allow water to run off the roof, and to provide a weatherized and protective covering which will extend its life and safety of the structure for years to come.

Underneath the top layer of rotted and buckled wooden boards is an existing shielding, high quality synthetic felt. The street level ceiling of the veranda has begun to show some very concerning signs of separation and weakness. The rolled roofing or metal covering will not deter from the historical integrity. Given the situation, either a metal or synthetic rolled covering will remain flat and unobtrusive from the ground level and blending color-wise with either material is planned. Either of these treatments is reversible, so if at some point a change to another material (or even back to wood) was desired, it could be accomplished without impacting historical integrity. (Please attach additional documentation as may be necessary)

#### 5. DESCRIBE RELATIONSHIP OF THIS PROJECT TO HISTORY OF DEADWOOD:

If a relationship does not exist, please describe the historical significance of this preservation project. *Project **WILL NOT** be considered for grant funding unless there is a demonstrated, tangible connection to Deadwood or some other historical significance related to this project.* (Use additional page as needed.)

The hotel is significant to the transportation history of the state. Very few railroad-related buildings remain in their original location. Of these, depots are the most common but cannot alone tell the railroad history of our state. Railroads were critical to the development of Deadwood. Rail lines in eastern Dakota Territory, Nebraska, and Wyoming Territory carried vital mining material to terminal points where it was then shipped overland by oxen and stage lines to Deadwood and the northern hills. Pioneers heading to the Black Hills utilized railroad hotels, warehouses, and depots to facilitate the rapid peopling of the region in the 1870s and 1880s. Without this valuable transportation infrastructure, the development of Deadwood may have been much different. Today, most of these structure are gone or relocated and repurposed to other uses. Deadwood's depot and the roundhouse in Lead can tell some of this story, but not all of it. The story of Deadwood's legendary transformation can also be told in the handful of other railroad-related structures preserved across the state, including the Sweep/Van Dyke Hotel.

#### 6. DESCRIPTION OF PROJECT: Check one or more of the following categories best defining the proposed project. (Refer to Allowable Activities portion of application to make your determination.)

PLANNING       PRESERVATION       REHABILITATION       RESTORATION

#### 7. PROJECT SCHEDULE:

Please attach any preservation reports and/or blueprints, if available. Provide a time schedule for the project showing whether or not project will be broken into phases. (Use additional page as needed.)

Due to the structural integrity of the veranda being endangered the project must be completed before winter to prevent snow weight load on its surface.

FOR OFFICE USE ONLY  
Application # \_\_\_\_\_

<b>8. IMPACT ON HISTORIC CHARACTERISTICS:</b>
Show impact on historic characteristics by completing the following questions: (Use additional page as needed.)
a. Will the project change the current/historic material? For example installing asphalt shingles instead of wood shingles. If so, explain why.
Rolled roofing or metal covering will replace wood, due to water collecting on the surface.
b. Will the project change the size of the current/historic material? For example, does the project involve changing window size? If so, explain why.
No it will not.
c. Will the current/historic material be removed? For example, removing plaster. If so, explain why.
If rolled roofing will be applied, the rotted wood will be removed.
d. How does the project meet the Secretary of the Interior Standards? (See the Resource Section.)
See attached sheet for explanation

<b>9. PROPERTY USE:</b>
Provide a description of the current and planned use for the property once the project is complete.
The Sweep Van Dyke Hotel is a cultural center for young and old, and with its 16 upstairs rooms adopted by local families, it showcases historic aspects of life on the prairie. Planned events include, several open houses, tea parties, artist and author talks, "Whirl-a-Whip" Night, Christmas for the Children, and RR events.

<b>10. MAINTENANCE:</b>
Provide a statement of how the owner plans to maintain the property after the project is completed.
The veranda roof will be stabilized after this project is completed. Major maintenance will include paint and careful replacement of any figural elements.

**FOR OFFICE USE ONLY**  
Application # \_\_\_\_\_

**11. ESTIMATES:**

- If requesting a grant that exceeds \$10,000, please provide and attach at least three (3) cost estimates from architects, contractors, or other professionals involved in the project.
- If three (3) estimates are unattainable, attach statement documenting request for estimates.
- **Cost estimates** must specify the costs of labor, materials, consultants, and permits. If conducting a masonry project the estimates must include mortar mixture specifications, statement concerning use of power tools, and percentage of building requiring masonry work. A contractor should be provided with a copy of the Historic Masonry Repair sheet located in the resource section before preparing a bid for masonry work.

**12. PROJECT BUDGET – ITEMIZED AND SHOWING MATCH:**

**\*\* Sample Budget \*\***

Description	Applicant Matching Funds	Grant	Total Project Cost
Tuck-pointing	\$ 0	\$ 3,500	\$ 3,500
Volunteer Labor	\$ 566	\$ 0	\$ 566
Supplies/Materials	\$ 3,934	\$ 1,000	\$ 4,934
<b>TOTAL:</b>	<b>\$ 4,500</b>	<b>\$ 4,500</b>	<b>\$ 9,000</b>

Description (i.e. roof)	Applicant Match	Grant	Total
Veranda Roof	\$ 4,300	\$ 4,300	\$ 8,600
Stabilization	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
<b>Total:</b>	\$ 4,300	\$ 4,300	\$ 8,600

**Project's Total Cost:** \$ 8,600      **Grant Amount:** \$ 4,300

**13. Non Guarantee**

*Completion and submittal of this application and conformance with the terms of this application does not guarantee a grant award.*

**FOR OFFICE USE ONLY**  
Application # \_\_\_\_\_

## 14. SIGNATURES

I HEREBY CERTIFY if awarded a grant, I agree to comply with *Secretary of the Interior's Standards for the Treatment of Historic Properties*. I also acknowledge that I have read and understand this program's policy guidelines and confirm that I understand that a failure to act in accordance with these terms, whether prior to or after an award, may result in a recapture and or forfeiture of funds.

\_\_\_\_\_  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF OWNER  
(IF DIFFERENT FROM APPLICANT)

\_\_\_\_\_  
DATE

## 15. OUTSIDE OF DEADWOOD GRANT APPLICATION CHECKLIST

The following information must be presented with this application before being reviewed by the Deadwood Historic Preservation Commission (Incomplete applications will not be reviewed).

### Attachments:

- a. Floor plan(s) (when necessary).
- b. Site plan(s) (when necessary).
- c. Photographs.
- d. Copy of deed or notarized letter of authorization if property is not owned by the applicant.
- e. Verification of listing on or eligibility for listing on the National Register of Historic Places.
- f. Submission of specifications and contracts.
- g. Description of work (if additional space was necessary to explain the project).
- h. Description of the relationship of the project to Deadwood.
- i. Preservation Reports and blueprints (when necessary).
- j. Work Schedule.
- k. Answer to impact on Historic Characteristics questions.
- l. Answer to property use question.
- m. Answer to Maintenance question.
- n. Cost estimates.
- o. Proof of match on a least a 50/50 basis is enclosed.
- p. The applicant has signed and dated this application, as well as the owner of the property, if necessary.

## 16. APPLICATION SUBMITTAL/CONTACT INFORMATION

Applications may be mailed or hand delivered to:

City of Deadwood  
Historic Preservation Office  
108 Sherman Street  
Deadwood, SD 57732

For Questions Please Contact:  
(605) 578-2082 or  
hpadmin@cityofdeadwood.com  
kevin@cityofdeadwood.com

8(d) According to the SHPO, the Standards are most concerned with identify, retaining, and preserving the character-defining features of the building. Flat roofs that are not visible to the general public at street level are generally not considered character-defining and it is acceptable to use a variety of materials to prevent the further deterioration of other character-defining features. Character-defining features of the hotel include: the ornate porch railing/columns, wood clapboard siding, decorative wood window and door surrounds, wood windows, and gable roof dormers. Using a replacement material on the porch roof will not impact the integrity of these character-defining features and directly help protect the ornate porch from collapse. Also, the propose replacement material is minimally invasive to attached and is reversible.

**14. SIGNATURES**

I HEREBY CERTIFY if awarded a grant, I agree to comply with *Secretary of the Interior's Standards for the Treatment of Historic Properties*. I also acknowledge that I have read and understand this program's policy guidelines and confirm that I understand that a failure to act in accordance with these terms, whether prior to or after an award, may result in a recapture and or forfeiture of funds.

*David L. Van Buren* 10-4-22

SIGNATURE OF APPLICANT

DATE

SIGNATURE OF OWNER  
(IF DIFFERENT FROM APPLICANT)

DATE

*Pres. Plankinton Pres Society*

**15. OUTSIDE OF DEADWOOD GRANT APPLICATION CHECKLIST**

The following information must be presented with this application before being reviewed by the Deadwood Historic Preservation Commission (Incomplete applications will not be reviewed).

**Attachments:**

- a. Floor plan(s) (when necessary).
- b. Site plan(s) (when necessary).
- c. Photographs.
- d. Copy of deed or notarized letter of authorization if property is not owned by the applicant.
- e. Verification of listing on or eligibility for listing on the National Register of Historic Places. — *ON file with S.H.P.O.*
- f. Submission of specifications and contracts.
- g. Description of work (if additional space was necessary to explain the project).
- h. Description of the relationship of the project to Deadwood.
- i. Preservation Reports and blueprints (when necessary).
- j. Work Schedule.
- k. Answer to impact on Historic Characteristics questions.
- l. Answer to property use question.
- m. Answer to Maintenance question.
- n. Cost estimates.
- o. Proof of match on a least a 50/50 basis is enclosed.
- p. The applicant has signed and dated this application, as well as the owner of the property, if necessary.

**16. APPLICATION SUBMITTAL/CONTACT INFORMATION**

Applications may be mailed or hand delivered to:

City of Deadwood  
Historic Preservation Office  
108 Sherman Street  
Deadwood, SD 57732

For Questions Please Contact:  
(605) 578-2082 or  
hpadmin@cityofdeadwood.com  
kevin@cityofdeadwood.com

**PLANKINTON LUMBER**

108 E 1ST ST / PO Box 431

PLANKINTON, SD 57368

**ESTIMATE**

Date:

9/22/2022

Attn:

Gayle

Museum upper deck

8	2x6x16	19.56	\$	156.48
12	2x4x16	13.04	\$	156.48
8	2x6x8 green deck	14.99	\$	119.92
14	maintnance free decking		\$	678.86
4	1x4x16	8.99	\$	35.96
6	10' flashing	13.89	\$	83.34
2	100' bent 20" steel		\$	324.18
9	R-loc 80"		\$	484.19
11	R-loc 105"		\$	776.74
6	R-loc 96"		\$	387.36
2	ridge cap		\$	57.98
3	bags screws		\$	86.97
10#	3.5" BTX		\$	79.90
3	deck flashing		\$	28.14
5#	deck screws		\$	14.22
12	caulk		\$	107.88
40	closures		\$	63.60
			\$	<b>3,642.20</b>
	Sales tax		\$	236.74
	Labor		\$	3,200.00
	Excise Tax		\$	144.48
	<b>Total Estimate</b>			<b>\$7,223.42</b>

**PLANKINTON LUMBER**  
108 E 1ST ST / PO Box 431  
PLANKINTON, SD 57368

**ESTIMATE**

Date: 9/22/2022  
Attn: Gayl- Museum



---

Rubber Roof on lower section

Materials:	\$	2,968.46	EPDM RUBBER ROOF 60 MIL
			EPDM RUBBER ROOF CAULKING
Sales Tax	\$	192.95	EPDM RUBBER ROOF CONTACT ADHESIVE
Labor	\$	5,300.00	
Excise Tax	\$	172.70	
		<hr/>	
	\$	<b>8,634.11</b>	





# INVOICE



Barry's Electric  
 PO Box 535  
 Lead, SD 57754

*Buildings*  
*FB*  
*426-07*

Date	Invoice #
10/1/2022	10728

Bill To
CITY OF DEADWOOD. FIRE DEPT

*Bring up to Code*

P.O. No.	Terms	Project
FIRE DEPT	Due on receipt	

Quantity	Description	Rate	Amount
	CLEAN UP ELECTRICAL IN FIRE DEPARTMENT		
9	KELLEMS DELUXE CORD GRIPS	100.00	900.00T
140	12-2 WG RUBBER CORD	4.50	630.00T
6	125 VOLT 20 AMP CORD ENDS	15.00	90.00T
160	12-2 WG MC CABLE	1.00	160.00T
14	MC CABLE CONNECTOR	3.35	46.90T
30	MC CABLE STRAPS	0.75	22.50T
9	DEEP STEEL BOXES	7.30	65.70T
1	1 1/2 X 4 EXTENSION BOX	9.00	9.00T
11	4 STEEL BLANK COVER	2.25	24.75T
30	SELF TAPPING SCREWS	0.30	9.00T
18	14 X 20 X 3/4 BOLTS	0.15	2.70T
18	1/4 X 20 HEX NUTS	0.15	2.70T
16	CONCRETE SCREWS	0.20	3.20T
31	WIRE NUTS	0.35	10.85T
9	GROUND SCREWS	0.75	6.75T
1	BIG BLUE WIRE NUT	1.25	1.25T
20	1/2 EMT	2.00	40.00T
4	1/2 SS CONNECTOR	1.50	6.00T
1	1/2 SS COUPLING	1.50	1.50T
8	1/2 1-HOLE STRAP	1.00	8.00T
70	12 THHN WIRE	0.35	24.50T
8	LABOR -BARRY 9/14	90.00	720.00T
8	LABOR - TUCKER	75.00	600.00T
7	LABOR -BARRY 9/21	90.00	630.00T
7	LABOR - TUCKER	75.00	525.00T
	Sales Tax	0.00%	0.00

Phone #
605-641-4523

<b>Total</b>	<b>\$4,540.30</b>
--------------	-------------------



# SALES AGREEMENT

DATE \_\_\_\_\_ Section 6 Item r.**Butler Machinery Company, 3401 - 33rd Street S, Fargo, North Dakota 58104 Phone: 701-280-3100**

PURCHASER <u>CITY OF DEADWOOD</u>			
STREET ADDRESS <u>102 SHERMAN ST</u>		<SAME>	
S O L D	CITY/STATE <u>DEADWOOD, SD</u>	COUNTY <u>LAWRENCE</u>	S H I P
	POSTAL CODE <u>57732-1309</u>	PHONE NO. <u>605-578-3082</u>	
T O	EQUIPMENT <u>BILL BURLESON - PHONE NO. 605-578-3082</u>	T O	
	PRODUCT SUPPORT <u>BILL BURLESON - PHONE NO. 605-578-3082</u>		
INDUSTRY CODE: <u>GOVT. - CITY - MUNICIPAL (950 )</u>		PRINCIPAL WORK CODE _____	
CUSTOMER NUMBER <u>C21825</u>		Sales Tax Exemption # (if applicable) <u>466000091</u>	CUSTOMER PO NUMBER _____
PAYMENT TERMS: _____ (All terms and payments are subject to Finance Company - OAC approval)			
NET PAYMENT ON INVOICE <input type="checkbox"/>		CASH <input checked="" type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/> CONTRACT <input type="checkbox"/> LEASE <input type="checkbox"/>
CASH WITH ORDER _____		BALANCE TO FINANCE <u>0.00</u>	CONTRACT INTEREST RATE <u>0.00</u>
PAYMENT PERIOD _____		PAYMENT AMOUNT <u>0.00</u>	NUMBER OF PAYMENTS _____
			OPTIONAL BUY-OUT _____

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR	MODEL: WT-BHL	YEAR: TBA	NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>
STOCK NUMBER: TBA	SERIAL NUMBER: TBA	APPROX HOURS: TBA	
BACKHOE LOADER WORK TOOLS			
Please use this reference number when ordering.			
THUMB, HYDRAULIC, NO TINE, BHL			
THUMB, TINE, A 5			

TRADE-IN EQUIPMENT	SELL PRICE	\$6,068.70
MODEL: _____ YEAR: _____ SN: _____	NET TRADE DIFFERENCE	\$6,068.70
VALUE: _____ PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____	BALANCE DUE	\$6,068.70
MODEL: _____ YEAR: _____ SN: _____	<b>DISCLAIMER OF WARRANTIES</b>	
VALUE: _____ PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____	PURCHASER ACKNOWLEDGES THAT (A) SELLER IS NOT THE MANUFACTURER OF THE EQUIPMENT; (B) IF THE EQUIPMENT INCLUDES A MANUFACTURER'S WARRANTY, THE TERMS OF SUCH MANUFACTURER'S WARRANTY WILL BE SUBJECT TO ALL CONDITIONS AND EXCLUSIONS SET FORTH THEREIN.	
MODEL: _____ YEAR: _____ SN: _____	UNLESS EXPRESSLY SET FORTH BELOW OR IN A SEPARATE WRITTEN AGREEMENT EXECUTED BY SELLER, PURCHASER AGREES AND ACKNOWLEDGES THAT SELLER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE EQUIPMENT DESCRIBED IN THIS SALES AGREEMENT.	
VALUE: _____ PAYOUT TO: _____ AMOUNT: _____ PAID BY: _____	ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY PURCHASER AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.	
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.		

<input checked="" type="checkbox"/> MANUFACTURER'S WARRANTY  <div style="border: 1px solid black; width: 100px; height: 30px; margin-left: 100px;"></div> <p style="font-size: small;">Purchaser acknowledges that it has received a copy of the Manufacturer's Warranty and has read and understands said warranty.</p>	<input type="checkbox"/> USED EQUIPMENT WARRANTY  <div style="border: 1px solid black; width: 100px; height: 30px; margin-left: 100px;"></div> <p style="font-size: x-small;">Unless the "Used Equipment Warranty" box above is checked, when the equipment covered by this Sales Agreement is used equipment, PURCHASER AFFIRMS AND ACKNOWLEDGES THAT IT HAS EXAMINED THE EQUIPMENT and is buying the equipment "AS IS" and with NO OTHER REPRESENTATIONS OR WARRANTIES, unless otherwise specified in writing below.</p> <p style="font-size: x-small;">Warranty applicable: See terms and conditions of Seller's Used Protection Plan executed by Purchaser and Seller.</p>
--	--

CSA: \_\_\_\_\_

NOTES: \_\_\_\_\_

### THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

Accepted by BUTLER MACHINERY COMPANY / NCRL LLC at Fargo, ND

PURCHASER

BY \_\_\_\_\_ DATE \_\_\_\_\_  
Authorized SignatureAPPROVED AND ACCEPTED ON \_\_\_\_\_  
CITY OF DEADWOOD \_\_\_\_\_  
PURCHASER

TITLE \_\_\_\_\_

BY \_\_\_\_\_  
SIGNATURE \_\_\_\_\_SALESMAN Riopel, Beau  
BUTLER MACHINERY COMPANY / NCRL LLCTITLE \_\_\_\_\_  
BUYER

267949-01

1. **Acceptance.** This Agreement is subject to final acceptance by Seller in its sole discretion. Seller reserves the right to accept or reject this Agreement and shall not reason for non-acceptance. This Agreement, when accepted by Seller, shall become a binding contract but shall be subject to strike, lock-outs, accidents, fire, delays transportation, acts of God, embargos, or governmental or administrative action or any other causes beyond the control of Seller whether the same as or different from herein before specifically enumerated, and any of said causes shall absolutely absolve Seller from any liability to Purchaser under the terms hereof. Seller's acceptance of this Agreement shall be limited to the express terms and conditions set forth herein.
2. **Security Interest.** Unless the equipment covered hereby (the "Equipment") is paid for in full in cash at time of delivery, Purchaser grants and Seller retains a continuing security interest in the Equipment in accordance with the Uniform Commercial Code ("UCC"), together with all and any substitutions, additions or accessions, and in any and all proceeds from the use, sale, exchange or disposal thereof. Purchaser authorizes Seller at any time to file in any relevant jurisdiction any financing statements as provided by the UCC relating to the Equipment for the purpose of perfecting, confirming, continuing, enforcing or protecting its security interest in the Equipment. Purchaser further agrees to execute and deliver to Seller any other promissory notes or evidences of indebtedness that may be requested by Seller. However, any such note shall be evidence of indebtedness only and is not to be considered or construed to be payment for said Equipment.
3. **Taxes.** Purchaser will promptly pay to Seller any taxes that Seller is required to collect with respect to this Agreement including, but not limited to, sales, use, value added, personal property and similar taxes ("Taxes"). For any Taxes from which Purchaser claims exemption, Purchaser shall provide Seller with properly completed exemption certificates and any documentation needed to validate the exemption. If Purchaser fails to provide an appropriate exemption certificate and supporting documentation, as determined by Seller, Purchaser will remain liable for all such Taxes and will indemnify Seller for any liability related to the same.
4. **Risk of Loss/Delivery.** Seller's responsibility and liability for the Equipment ceases upon delivery of the Equipment to Purchaser or to a carrier for shipment to Purchaser and Purchaser shall bear the risk of loss at such point, including, but not limited to, any claims for damages, delays or shortages occurring thereafter, all of which shall be made by the Purchaser directly to the carrier. Purchaser shall make any claims against the Seller within fifteen days after delivery. At the time of delivery, Purchaser shall be required to execute a Delivery and Acceptance Certificate. Purchaser agrees that any apparent agent at the point of delivery is authorized to accept delivery of the Equipment and execute the Delivery and Acceptance Certificate.
5. **Insurance.** If the Equipment is not paid for in full at time of delivery, Purchaser shall, at Purchaser's cost, keep the Equipment insured against all risks and perils customarily covered under "all risk" policies including, but not limited to, loss or damage by theft, vandalism, malicious mischief, fire, flood, windstorm, and explosion, and with an extended coverage endorsement covering all such other risks and perils in an amount satisfactory to Seller in which Seller is named as a loss payee, and shall furnish proof of such coverage satisfactory to Seller, which shall not be cancellable without thirty day's written notice to Seller.
6. **Purchaser's Representations and Warranties.** To induce Seller to enter into this Agreement, Purchaser represents, warrants and covenants as follows: (a) if Purchaser is a corporation, limited liability company, limited liability partnership or similar entity, then it is duly organized, existing and in good standing under the laws of the state of its incorporation or organization and it has full power and authority to enter into this Agreement and the execution, delivery and performance of this has been duly authorized; (b) if Purchaser is a general partnership, then it has full power and authority to enter into this Agreement and the execution, delivery and performance of this Agreement has been duly authorized by all of the partners of the partnership; (c) if Purchaser is an individual, then he or she has full power and authority to enter into this Agreement; (d) this Agreement has been duly entered into and delivered and constitutes a legal, valid and binding obligation of Purchaser enforceable in accordance with its terms; and (e) all financial statements, certificates or other information submitted to Seller concerning Purchaser's financial condition, are in all respects accurate, true and complete.
7. **Events of Default.** Purchaser will be in default under this Agreement, without necessity for demand or notice, if any one or more of the following occurs before the Equipment is paid for in full: (a) if Purchaser fails to accept delivery of any of the Equipment; (b) Purchaser fails to make a payment when due; (c) if the Equipment is levied on, seized or attached; (d) if Purchaser sells or disposes of any of the Equipment without Seller's permission; (e) if any default shall occur under any other agreement between Seller and Purchaser; (f) any individual Purchaser dies or is declared incompetent; (g) any Purchaser who is a legal entity merges, dissolves, reorganizes, or terminates its business or existence; (h) Purchaser fails to keep any promise, representation or warranty contained in this Agreement; (i) Purchaser becomes insolvent, is generally unable to pay its debts when due, dissolves, assigns its assets for the benefit of its creditors, or becomes the subject of a bankruptcy, receivership, or insolvency proceeding; (j) Purchaser sells all or substantially all of its assets or property; (k) Purchaser shall suffer a material adverse change in its financial condition or operations; or (l) any other event occurs or fact appears that causes Seller to deem itself insecure, or impairs the prospect of payment or realization upon the collateral.
8. **Remedies.** In the event of a Default, Seller may, at its option, exercise any or all of the following rights and remedies, all of which shall be cumulative to the greatest extent permitted by applicable law: (a) if the default results from Purchaser's failure to do or perform any of the acts, or things required to be done by Purchaser under the terms of this Agreement, Seller may do and perform any such acts on the Purchaser's behalf, and all money advanced or paid by Seller in doing so shall be added to and be deemed a part of the balance due hereunder; (b) Seller may terminate this Agreement; (c) Seller may exercise any and all rights Seller may have under the Uniform Commercial Code or other applicable law; (d) Seller may require Purchaser to store the Equipment, at Purchaser's own cost and risk, on behalf of Seller, and such storage shall be in such a manner as to prevent any deterioration of the Equipment, and shall be for a reasonable time pending the sale or other disposition of the Equipment. In the event Seller seeks to take possession of any or all of the Equipment by court process, Purchaser further irrevocably waives to the fullest extent permitted by law any bonds and any surety or security relating thereto required by any statute, court rule or otherwise as an incident to such possession and said retaking shall not be deemed rescission of this Agreement. Waiver by Seller of any Default shall not be deemed a waiver of any other Default. Purchaser agrees to pay all collection and repossession costs, reasonable attorneys' fees, legal expenses and court costs incurred by Seller in connection any Default or otherwise enforcing this Agreement.
9. **LIABILITY LIMITATION.** PURCHASER AGREES THAT PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER SHALL BE AS CONTAINED IN ANY EXPRESS WRITTEN WARRANTY ISSUED BY SELLER, IF ANY. IN NO EVENT SHALL SELLER, WHETHER BASED IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OF PROPERTY OR EQUIPMENT, DOWNTIME, LOSS OF THIRD PARTY CONTRACTS OR LOST CROP OR OTHER PRODUCTION, REGARDLESS OF WHETHER SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SELLER'S MAXIMUM AGGREGATE LIABILITY (WHETHER IN CONTRACT, WARRANTY, INDEMNITY, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LAW OR EQUITY) FOR DAMAGES OR LOSS, SHALL IN NO EVENT EXCEED THE AMOUNT PURCHASER PAID TO SELLER FOR THE EQUIPMENT TO WHICH THE LIABILITY RELATES. PURCHASER RECOGNIZES THAT THE PRICING ASSOCIATED WITH EQUIPMENT REFLECTS THIS ALLOCATION OF RISK AND IS THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. THE FOREGOING LIMITATIONS SHALL BE VALID AND ENFORCEABLE, NOTWITHSTANDING ANY ALLEGED FAILURE OF ESSENTIAL PURPOSE OF THE LIMITED REMEDIES SET FORTH HEREIN. ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE EQUIPMENT WILL BE BARRED UNLESS A LEGAL PROCEEDING IS COMMENCED WITHIN ONE (1) YEAR FROM DELIVERY OF THE EQUIPMENT TO PURCHASER.
10. **Used Equipment Warranty.** The terms and conditions of any used equipment warranty provided by Seller shall be as set forth in a separate written "Used Protection Plan" executed by Seller and Purchaser and shall be subject to the following additional terms: (a) the cost, if any, of transporting said used machine from and to the Seller's place of business shall be paid by the Purchaser; (b) any such used equipment is void unless claim is made by Purchaser to Seller within three (3) days after discovery of the defect upon which the claim is based; and (c) Seller shall only be obligated to make warranty repairs during regular working hours at regular time labor rates. If, at the request of Purchaser, such warranty repairs are performed during overtime hours, Purchaser shall pay the difference between the applicable overtime rates and Seller's regular time rates.
11. **Indemnification.** Purchaser shall defend, indemnify and hold harmless Seller, its subsidiary and affiliated companies, their officers, agents and employees, from and against all loss liability, claim, action or expense including reasonable attorney's fees by reason of bodily injury including death, and property damage, sustained by any person or persons including, but not limited to, employees of Purchaser, as a result of Purchaser's maintenance, ownership, use, operation, storage, erection, dismantling, servicing or transportation of Equipment or Purchaser's failure to comply with the terms and conditions of this Agreement.
12. **Waivers.** Any forbearance, failure or delay by Seller in the exercise of any right, power or remedy hereunder shall not be deemed to be a waiver of any such right, power or remedy, and any single or partial exercise of any right, power or remedy shall not preclude the further exercise thereof. Every right, power and remedy of Seller shall continue in full force and effect until such right, power or remedy is specifically waived in writing by Seller.
13. **General.** It is agreed that (a) time is of the essence; (b) Seller may assign this Agreement to any of its affiliated entities without prior notice to Purchaser; (c) Purchaser may not assign this Agreement without Seller's consent, which may be withheld at Seller's sole discretion; (d) this Agreement constitutes the entire agreement between Purchaser and Seller in respect to the Equipment and it is expressly agreed that there are no promises or understandings outside of this Agreement and that no agent or salesperson has authority to obligate Seller to any undertakings, conditions or terms not contained herein; (e) this Agreement and all matters relating to the Equipment shall be governed by the laws of North Dakota; (f) this Agreement may be signed by facsimile, PDF, DocuSign or other electronic means and such signatures shall be as binding on the party providing the same as original signatures; (g) should any portion of this Agreement be declared invalid under applicable law or regulation, the remaining provision hereof shall remain in full force and effect.
14. **DATA SHARING. CUSTOMER DATA MAY BE COLLECTED AND TRANSMITTED TO CATERPILLAR INC., AGCO, OTHER MANUFACTURING PARTNERS, THEIR AFFILIATES AND/OR ITS DEALERS, INCLUDING SELLER. BY EXECUTING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES RECEIPT AND REVIEW OF (A) BUTLER MACHINERY COMPANY'S DATA AND PRIVACY POLICY INCORPORATED HEREIN BY REFERENCE AND AVAILABLE AT <https://www.butlermachinery.com/privacy-policy>; (B) THE CATERPILLAR INC. DATA GOVERNANCE STATEMENT AVAILABLE AT <http://www.cat.com/enus/legal-notices/data-governance.html>; (C) THE AGCO PRIVACY STATEMENT AVAILABLE AT <https://www.agcocorp.com/privacy.html>; (D) THE CLAAS DATA PROTECTION NOTICE AVAILABLE AT <https://www.claasofamerica.com/company-careers/claas-of-america/legal-data/dataprotection>; (E) THE RAVEN PRIVACY POLICY AT <https://ravenind.com/privacy>; AND THE TRIMBLE PRIVACY CENTER AT <https://www.trimble.com/corporate/privacy.aspx>. THE FOREMENTIONED DOCUMENTS ARE INCORPORATED BY REFERENCE AS IF FULLY RESTATED HEREIN.**

FARGO, ND (701)280-3100	GRAND FORKS, ND (701)775-4238	BISMARCK, ND (701)223-0890	MINOT, ND (701)852-3508	JAMESTOWN, ND (701)251-1400	DICKINSON, ND (701)456-1400	HANKINSON, ND (701)242-7474	HOOPLE, ND (701)894-6363	DEVILS LAKE, ND (701)665-3800
SIoux FALLS, SD (605)336-3010	ABERDEEN, SD (605)225-6240	RAPID CITY, SD (605)342-4850	PIERRE, SD (605)224-5400	HURON, SD (605)353-1200	WATERTOWN, SD (605)954-7100	FREMONT, NE (402)721-2800	KEARNEY, NE (308)236-4640	PICKRELL, NE (402)673-4200
CHADRON, NE (308)432-5593	SIDNEY, MT (406)742-7700							

Data and Privacy policy: protecting the security and privacy of your data is important to us. Please see our website for our complete Data and Privacy Policy.

*FB  
425-04*

# INVOICE

**PLEASE REMIT TO**

RASMUSSEN MECHANICAL SERVICES  
3211 NEBRASKA AVE.  
COUNCIL BLUFFS, IA 51501  
Phone: (712) 323-0541



**INVOICE NUMBER** SRV096233  
**INVOICE DATE** 10/11/2022  
**PO NUMBER**  
**TOTAL DUE** **\$9,027.97**

**BILL TO**

CITY OF DEADWOOD  
67 DUNLOP AVENUE  
DEADWOOD, SD 57732

**LOCATION**

CITY HALL/PLANNING/ZONING  
108 SHERMAN STREET  
DEADWOOD, SD 57732

Service Call 220812-0016

*Emergency Svcs*

Customer Number	Called In By	Payment Terms
0002547	TROY (605) 580-3322 Ext: 0000	Net 30

**Description** 8/15/22 SRAC-1 & ACCU-1: AC NOT WORKING IN BASEMENT. CRAC-1 WAS THE UNIT THAT WAS DOWN. LOOKED UP CODES FOR THE PREVIOUS WEEKS AND FOUND THEY HAD A LOW COMPRESSOR PRESSURE AND BLOCKED FILTER CODE. FILTERS WERE DIRTY BUT NOT BAD ENOUGH TO CAUSE AIR FLOW RESTRICTION. EVAP COIL WAS PARTIALLY FROZE UP AND WAS NOT ALLOWING MUCH AIR FLOW. MAIN CONTROL BOARD, THERE WAS A SPOT TO ENTER A PASSWORD TO ADJUST ALL THE SET POINTS AND MAKE ADJUSTMENTS. CALLED TEM TECH, THEY DO NOT HAVE CONTROL OVER THIS SYSTEM. WANTED TO TURN THE HEAT ON TO MELT THE COIL, BUT CAN'T WITHOUT CONTROL OF OPERATIONS. USED FAN TO THAW COIL. WENT TO ROOF TO SEE IF CONDENSING UNIT HAD ANY ISSUES. FOUND THAT INTAKE SIDE . BOTTOM OF COIL WAS ALMOST COMPLETELY PLUGGED WITH DIRT AND DEBRIS. CLEANED CONDENSING COIL ON BOTH UNITS.

8/18/22: CRAC-2 NOT OPERATING CORRECTLY. COOLING CYCLE WOULD NOT KICK IN. LOOSE CONNECTION AT THE TEMP SENSOR AND RECONNECTED. SYSTEM HAD A COUPLE OF HIGH COMPRESSOR PRESSURE ALARMS. ONCE ALARMS AND SAFETY SWITCHES RESET THE SYSTEM BEGAN OPERATING CORRECTLY. SUCTION LINE AND VSAT TEMP WERE LOW, CHECK CHARGE. CRAC-1 HAD FAULT CODES, ICE ON EVAP COIL AGAIN. THAWED, CHECKED FOR PROPER CHARGE OF THE SYSTEM. CRAC-1 CRAC-2 NEED PROPER CHARGE IN SYSTEMS

8/19/22: CHECKING ONGOING ISSUE WITH CRAC UNITS W1 &2. FOUND THAT CRAC-1 WAS OVER CHARGED AND CRAC-2 WAS UNDER CHARGED. MOVED 12LBS OF R-407C FROM CRAC-1 TO CRAC-2. CRAC-2 IS STILL UNDER CHARGED AND IS CURRENTLY SHUT OFF UNTIL MORE 407C CAN BE PURCHASED. REPLACED THE BLOWER BELT IN CRAC-1 TO GAIN THE PROPER AMOUNT OF AIR FLOW. MADE ADJUSMENTS TO THE DUCT WORK DAMPERS AND THE CRAC-1 TXV.

8/23/22: FOUND CRAC-1 FROZEN UP. FOUND THAT THE HEAD MASTER CONTROLS ON BOTH CRAC UNIT CONDENSERS ARE NOT MAINTAINING HEAD PRESSURE. WILL NEED TO BE REPLACED.

9/12/22: SOURCED PARTS FOR UNCOMING REPAIRS

9/19/22 & 9/20/22: REPLACED THE HEAD MASTER CONTROL ON CRAC-1 AND CRAC-2. RECLAIMED REFRIGERANT, EVALUATED, RECHARGED AND CHECKED OPERATION

**Detail of Charges**

Charges	Description	Quantity	Total
<b>MATERIAL</b>			
	BELT,39	1.00	\$24.07
	REFRIGERANT,R407C	25.00	\$941.34
	VALVE,PRESSURE	2.00	\$1,080.44
	COUPLING,5/8 C X C W/STOP	2.00	\$2.40
	COUPLING,7/8 C X C W/STOP	4.00	\$9.39
<b>FREIGHT</b>			
	INBOUND FREIGHT		\$23.00

# INVOICE

**PLEASE REMIT TO**

RASMUSSEN MECHANICAL SERVICES  
 3211 NEBRASKA AVE.  
 COUNCIL BLUFFS, IA 51501  
 Phone: (712) 323-0541



**INVOICE NUMBER** SRV096233  
**INVOICE DATE** 10/11/2022  
**PO NUMBER**  
**TOTAL DUE** **\$9,027.97**

**BILL TO**

CITY OF DEADWOOD  
 67 DUNLOP AVENUE  
 DEADWOOD, SD 57732

**LOCATION**

CITY HALL/PLANNING/ZONING  
 108 SHERMAN STREET  
 DEADWOOD, SD 57732

Service Call 220812-0016

Customer Number	Called In By	Payment Terms
0002547	TROY (605) 580-3322 Ext: 0000	Net 30

**Description** 8/15/22 SRAC-1 & ACCU-1: AC NOT WORKING IN BASEMENT. CRAC-1 WAS THE UNIT THAT WAS DOWN. LOOKED UP CODES FOR THE PREVIOUS WEEKS AND FOUND THEY HAD A LOW COMPRESSOR PRESSURE AND BLOCKED FILTER CODE. FILTERS WERE DIRTY BUT NOT BAD ENOUGH TO CAUSE AIR FLOW RESTRICTION. EVAP COIL WAS PARTIALLY FROZE UP AND WAS NOT ALLOWING MUCH AIR FLOW. MAIN CONTROL BOARD, THERE WAS A SPOT TO ENTER A PASSWORD TO ADJUST ALL THE SET POINTS AND MAKE ADJUSTMENTS. CALLED TEM TECH, THEY DO NOT HAVE CONTROL OVER THIS SYSTEM. WANTED TO TURN THE HEAT ON TO MELT THE COIL, BUT CAN'T WITHOUT CONTROL OF OPERATIONS. USED FAN TO THAW COIL. WENT TO ROOF TO SEE IF CONDENSING UNIT HAD ANY ISSUES. FOUND THAT INTAKE SIDE , BOTTOM OF COIL WAS ALMOST COMPLETELY PLUGGED WITH DIRT AND DEBRIS. CLEANED CONDENSING COIL ON BOTH UNITS.

8/18/22: CRAC-2 NOT OPERATING CORRECTLY. COOLING CYCLE WOULD NOT KICK IN. LOOSE CONNECTION AT THE TEMP SENSOR AND RECONNECTED. SYSTEM HAD A COUPLE OF HIGH COMPRESSOR PRESSURE ALARMS. ONCE ALARMS AND SAFETY SWITCHES RESET THE SYSTEM BEGAN OPERATING CORRECTLY. SUCTION LINE AND VSAT TEMP WERE LOW. CHECK CHARGE. CRAC-1 HAD FAULT CODES, ICE ON EVAP COIL AGAIN. THAWED. CHECKED FOR PROPER CHARGE OF THE SYSTEM. CRAC-1 CRAC-2 NEED PROPER CHARGE IN SYSTEMS

8/19/22: CHECKING ONGOING ISSUE WITH CRAC UNITS W1 &2. FOUND THAT CRAC-1 WAS OVER CHARGED AND CRAC-2 WAS UNDER CHARGED. MOVED 12LBS OF R-407C FROM CRAC-1 TO CRAC-2. CRAC-2 IS STILL UNDER CHARGED AND IS CURRENTLY SHUT OFF UNTIL MORE 407C CAN BE PURCHASED. REPLACED THE BLOWER BELT IN CRAC-1 TO GAIN THE PROPER AMOUNT OF AIR FLOW. MADE ADJUSMENTS TO THE DUCT WORK DAMPERS AND THE CRAC-1 TXV.

8/23/22: FOUND CRAC-1 FROZEN UP. FOUND THAT THE HEAD MASTER CONTROLS ON BOTH CRAC UNIT CONDENSERS ARE NOT MAINTAINING HEAD PRESSURE, WILL NEED TO BE REPLACED.

9/12/22: SOURCED PARTS FOR UNCOMING REPAIRS

9/19/22 & 9/20/22: REPLACED THE HEAD MASTER CONTROL ON CRAC-1 AND CRAC-2. RECLAIMED REFRIGERANT, EVALUATED, RECHARGED AND CHECKED OPERATION

**Detail of Charges**

Charges	Description	Quantity	Total
OTHER (CONSUMABLES)	CONSUMABLES		\$311.51
TRAVEL	TRIP CHARGE		\$150.00
OTHER (MACHINE CHARGES)	MACHINE CHARGES		\$75.00

# INVOICE

**PLEASE REMIT TO**

RASMUSSEN MECHANICAL SERVICES  
 3211 NEBRASKA AVE.  
 COUNCIL BLUFFS, IA 51501  
 Phone: (712) 323-0541



**INVOICE NUMBER** SRV096233  
**INVOICE DATE** 10/11/2022  
**PO NUMBER**  
**TOTAL DUE** **\$9,027.97**

**BILL TO**

CITY OF DEADWOOD  
 67 DUNLOP AVENUE  
 DEADWOOD, SD 57732

**LOCATION**

CITY HALL/PLANNING/ZONING  
 108 SHERMAN STREET  
 DEADWOOD, SD 57732

Service Call 220812-0016

Customer Number	Called In By	Payment Terms
0002547	TROY (605) 580-3322 Ext: 0000	Net 30

**Description** 8/15/22 SRAC-1 & ACCU-1: AC NOT WORKING IN BASEMENT. CRAC-1 WAS THE UNIT THAT WAS DOWN. LOOKED UP CODES FOR THE PREVIOUS WEEKS AND FOUND THEY HAD A LOW COMPRESSOR PRESSURE AND BLOCKED FILTER CODE. FILTERS WERE DIRTY BUT NOT BAD ENOUGH TO CAUSE AIR FLOW RESTRICTION. EVAP COIL WAS PARTIALLY FROZE UP AND WAS NOT ALLOWING MUCH AIR FLOW. MAIN CONTROL BOARD, THERE WAS A SPOT TO ENTER A PASSWORD TO ADJUST ALL THE SET POINTS AND MAKE ADJUSTMENTS. CALLED TEM TECH, THEY DO NOT HAVE CONTROL OVER THIS SYSTEM. WANTED TO TURN THE HEAT ON TO MELT THE COIL, BUT CAN'T WITHOUT CONTROL OF OPERATIONS. USED FAN TO THAW COIL. WENT TO ROOF TO SEE IF CONDENSING UNIT HAD ANY ISSUES. FOUND THAT INTAKE SIDE , BOTTOM OF COIL WAS ALMOST COMPLETELY PLUGGED WITH DIRT AND DEBRIS. CLEANED CONDENSING COIL ON BOTH UNITS.

8/18/22: CRAC-2 NOT OPERATING CORRECTLY. COOLING CYCLE WOULD NOT KICK IN. LOOSE CONNECTION AT THE TEMP SENSOR AND RECONNECTED. SYSTEM HAD A COUPLE OF HIGH COMPRESSOR PRESSURE ALARMS. ONCE ALARMS AND SAFETY SWITCHES RESET THE SYSTEM BEGAN OPERATING CORRECTLY. SUCTION LINE AND VSAT TEMP WERE LOW, CHECK CHARGE. CRAC-1 HAD FAULT CODES, ICE ON EVAP COIL AGAIN. THAWED, CHECKED FOR PROPER CHARGE OF THE SYSTEM. CRAC-1 CRAC-2 NEED PROPER CHARGE IN SYSTEMS

8/19/22: CHECKING ONGOING ISSUE WITH CRAC UNITS W1 &2. FOUND THAT CRAC-1 WAS OVER CHARGED AND CRAC-2 WAS UNDER CHARGED. MOVED 12LBS OF R-407C FROM CRAC-1 TO CRAC-2. CRAC-2 IS STILL UNDER CHARGED AND IS CURRENTLY SHUT OFF UNTIL MORE 407C CAN BE PURCHASED. REPLACED THE BLOWER BELT IN CRAC-1 TO GAIN THE PROPER AMOUNT OF AIR FLOW. MADE ADJUSMENTS TO THE DUCT WORK DAMPERS AND THE CRAC-1 TXV.

8/23/22: FOUND CRAC-1 FROZEN UP. FOUND THAT THE HEAD MASTER CONTROLS ON BOTH CRAC UNIT CONDENSERS ARE NOT MAINTAINING HEAD PRESSURE, WILL NEED TO BE REPLACED.

9/12/22: SOURCED PARTS FOR UNCOMING REPAIRS

9/19/22 & 9/20/22: REPLACED THE HEAD MASTER CONTROL ON CRAC-1 AND CRAC-2. RECLAIMED REFRIGERANT, EVALUATED, RECHARGED AND CHECKED OPERATION

**Detail of Charges**

Charges	Description	Quantity	Total
<b>OTHER (CONTRACTORS EXCISE TAX)</b>			
	CONTRACTORS EXCISE TAX		\$180.57
<b>LABOR</b>			
			\$6,230.25
		Subtotal	\$9,027.97
		Total Tax	\$0.00
		Amount Paid	\$0.00
		<b>Total</b>	<b>\$9,027.97</b>

AS READ BID RESULTS  
 TIMM LANE REPLACEMENT STRUCTURE, CITY OF DEADWOOD, SD - SEPTEMBER 29, 2022

IEI Project No. L19-00-078

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





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

October 13, 2022

Kevin Kuchenbecker, Public Works Director  
City of Deadwood, SD

RE: 2019 Bridge Improvement Grant Project  
BRO 8041(00)19-1, City of Deadwood, PCN 075J  
Agreement #716810  
Concurrence of Award

Dear Mr. Kuchenbecker,

The following items for the noted project have been received and reviewed:

1. Bid Tabulation
2. Engineer's Estimate
3. City Council's recommendation for action on bid proposal

The bid letting on September 29, 2022 resulted in a low bid of \$673,721.66 submitted by Corr Construction of Hermosa, South Dakota. The bid is 22% above the Engineer's Estimate. We concur with the award.

Please refer to your funding agreement for the terms of reimbursement. **Reminder** - To receive construction reimbursement, a copy of the signed contract between the city and the contractor must be submitted with the first construction billing. Additionally, a copy of the construction engineering contract between the city and consultant must be submitted, separately, with that first billing.

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

Sincerely,

Erin James Muldoon, Consultant Management Engineer  
Local Government Assistance

CC: Ron Bengs, Interstate Engineering  
LGA – Doug Kinniburgh, Noel Clocksin, Coleen Kusser  
Rebecka Wallingford – SDDOT Project Development  
File



**TIMM LANE REPLACEMENT STRUCTURE**  
**Deadwood, South Dakota**  
**I.E. #L19-00-078**  
**Bid Opening: 2:00 PM, Thursday, September 29, 2022**

ITEM NO.	DESCRIPTION	EST. QUANTITY	UNIT		Engineer's Estimate	CORR Construction	Complete Concrete	Heavy Constructors
009E0010	MOBILIZATION	1	LS	UNIT	\$ 83,000.00	\$ 106,500.00	\$ 81,582.05	\$ 104,697.96
				EXT.	\$ 83,000.00	\$ 106,500.00	\$ 81,582.05	\$ 104,697.96
100E0020	CLEAR AND GRUB TREE	7	EA	UNIT	\$ 251.55	\$ 850.00	\$ 429.00	\$ 2,059.99
				EXT.	\$ 1,760.85	\$ 5,950.00	\$ 3,003.00	\$ 14,419.93
100E0100	CLEARING	1	LS	UNIT	\$ 6,000.00	\$ 5,850.00	\$ 7,300.00	\$ 7,695.99
				EXT.	\$ 6,000.00	\$ 5,850.00	\$ 7,300.00	\$ 7,695.99
110E1010	REMOVE ASPHALT CONCRETE PAVEMENT	88	SY	UNIT	\$ 7.93	\$ 56.80	\$ 51.00	\$ 29.43
				EXT.	\$ 697.84	\$ 4,998.40	\$ 4,488.00	\$ 2,589.84
11031690	REMOVE SEDIMENT	0.4	CY	UNIT	\$ 40.99	\$ 700.00	\$ 1,541.00	\$ 264.30
				EXT.	\$ 16.40	\$ 280.00	\$ 616.40	\$ 105.72
120E0010	UNCLASSIFIED EXCAVATION	354	CY	UNIT	\$ 3.70	\$ 20.85	\$ 27.00	\$ 33.22
				EXT.	\$ 1,309.80	\$ 7,380.90	\$ 9,558.00	\$ 11,759.88
120E0600	CONTRACTOR FURNISHED BORROW EXCAVATION	275	CY	UNIT	\$ 10.21	\$ 49.00	\$ 133.00	\$ 91.92
				EXT.	\$ 2,807.75	\$ 13,475.00	\$ 36,575.00	\$ 25,278.00
230E0010	PLACING TOPSOIL	61	CY	UNIT	\$ 3.72	\$ 59.80	\$ 38.72	\$ 119.84
				EXT.	\$ 226.92	\$ 3,647.80	\$ 2,361.92	\$ 7,310.24
260E1010	BASE COURSE	218	TON	UNIT	\$ 20.62	\$ 64.35	\$ 66.00	\$ 99.05
				EXT.	\$ 4,495.16	\$ 14,028.30	\$ 14,388.00	\$ 21,592.90
320E1050	CLASS E ASPHALT	55	TON	UNIT	\$ 55.13	\$ 233.00	\$ 239.31	\$ 258.60
				EXT.	\$ 3,032.15	\$ 12,815.00	\$ 13,162.05	\$ 14,223.00
632E1320	2.0" X 2.0" PERFORATED TUBE POST	15	FTY	UNIT	\$ 18.66	\$ 42.00	\$ 43.00	\$ 43.31
				EXT.	\$ 279.90	\$ 630.00	\$ 645.00	\$ 649.65
632E3526	INSTALL STATE FURNISHED SIGN	2	EA	UNIT	\$ 164.26	\$ 36.00	\$ 75.00	\$ 37.12
				EXT.	\$ 328.52	\$ 72.00	\$ 150.00	\$ 74.24
634E0110	TRAFFIC CONTROL SIGNS	68	SF	UNIT	\$ 2.50	\$ 7.20	\$ 7.31	\$ 7.42
				EXT.	\$ 170.00	\$ 489.60	\$ 497.08	\$ 504.56
634E0120	TRAFFIC CONTROL, MISCELLANEOUS	1	LS	UNIT	\$ 2,500.00	\$ 2,760.00	\$ 2,071.00	\$ 2,103.46
				EXT.	\$ 2,500.00	\$ 2,760.00	\$ 2,071.00	\$ 2,103.46
634E0275	TYPE 3 BARRICADE	6	EA	UNIT	\$ 120.00	\$ 180.00	\$ 183.00	\$ 185.60
				EXT.	\$ 720.00	\$ 1,080.00	\$ 1,098.00	\$ 1,113.60
634E0700	TRAFFIC CONTROL MOVABLE CONCRETE BARRIER	14	EA	UNIT	\$ 234.00	\$ 585.00	\$ 742.00	\$ 556.80
				EXT.	\$ 3,276.00	\$ 8,190.00	\$ 10,388.00	\$ 7,795.20
730E0210	TYPE F PERMANENT SEED MIXTURE	50	LB	UNIT	\$ 28.09	\$ 60.00	\$ 57.25	\$ 61.87
				EXT.	\$ 1,404.50	\$ 3,000.00	\$ 2,862.50	\$ 3,093.50
731E0200	FERTILIZING	1.22	TON	UNIT	\$ 935.48	\$ 1,800.00	\$ 1,722.00	\$ 1,856.01
				EXT.	\$ 1,141.29	\$ 2,196.00	\$ 2,100.84	\$ 2,264.33
732E0100	MULCHING	4.5	TON	UNIT	\$ 240.65	\$ 3,600.00	\$ 3,435.00	\$ 3,712.00
				EXT.	\$ 1,082.93	\$ 16,200.00	\$ 15,457.50	\$ 16,704.00
734E0154	12" DIAMETER EROSION CONTROL WATTLE	443	FEET	UNIT	\$ 4.53	\$ 12.00	\$ 11.45	\$ 12.37
				EXT.	\$ 2,006.79	\$ 5,316.00	\$ 5,072.35	\$ 5,479.91
450E4828	60" CMP 14 GAUGE, FURNISH	184	FEET	UNIT	\$ 100.00	\$ 165.00	\$ 315.00	\$ 229.03
				EXT.	\$ 18,400.00	\$ 30,360.00	\$ 57,960.00	\$ 42,141.52

ITEM NO.	DESCRIPTION	EST. QUANTITY	UNIT		Engineer's Estimate	CORR Construction	Complete Concrete	Heavy Constructors
450E4830	60' CMP INSTALL	184	FEET	UNIT	\$ 53.00	\$ 23.80	\$ 124.00	\$ 86.73
				EXT.	\$ 9,752.00	\$ 4,379.20	\$ 22,816.00	\$ 15,958.32
464E0100	CONTROLLED DENSITY FILL	45	CY	UNIT	\$ 345.00	\$ 422.50	\$ 500.00	\$ 364.13
				EXT.	\$ 15,525.00	\$ 19,012.50	\$ 22,500.00	\$ 16,385.85
700E0210	CLASS B RIPRAP, FURNISH AND PLACEMENT	103	TON	UNIT	\$ 50.00	\$ 106.10	\$ 185.50	\$ 178.28
				EXT.	\$ 5,150.00	\$ 10,928.30	\$ 19,106.50	\$ 18,362.84
250E0030	INCIDENTAL WORK, STRUCTURE	1	LS	UNIT	\$ 30,000.00	\$ 58,000.00	\$ 36,000.00	\$ 24,205.78
				EXT.	\$ 30,000.00	\$ 58,000.00	\$ 36,000.00	\$ 24,205.78
420E0100	STRUCTURE EXCAVATION, BRIDGE	252	CY	UNIT	\$ 291.36	\$ 22.00	\$ 62.50	\$ 21.36
				EXT.	\$ 73,422.72	\$ 5,544.00	\$ 15,750.00	\$ 5,382.72
430E0200	BRIDGE END EMBANKMENT	122	CY	UNIT	\$ 41.61	\$ 44.75	\$ 65.00	\$ 56.36
				EXT.	\$ 5,076.42	\$ 5,459.50	\$ 7,930.00	\$ 6,875.92
430E0300	GRANULAR BRIDGE END BACKFILL	23	CY	UNIT	\$ 150.25	\$ 222.00	\$ 252.00	\$ 459.79
				EXT.	\$ 3,455.75	\$ 5,106.00	\$ 5,796.00	\$ 10,575.17
460E0050	CLASS A45 CONCRETE, BRIDGE	98	CY	UNIT	\$ 1,280.20	\$ 862.00	\$ 1,520.00	\$ 789.68
				EXT.	\$ 125,459.60	\$ 84,476.00	\$ 148,960.00	\$ 77,388.64
460E0100	CONCRETE A45 CONCRETE, MISCELLANEOUS	4	CY	UNIT	\$ 1,112.11	\$ 1,365.00	\$ 1,970.00	\$ 928.00
				EXT.	\$ 4,448.44	\$ 5,460.00	\$ 7,880.00	\$ 3,712.00
470E0420	TYPE T101 BRIDGE RAILING	124	FT	UNIT	\$ 140.69	\$ 224.50	\$ 428.00	\$ 464.00
				EXT.	\$ 17,445.56	\$ 27,838.00	\$ 53,072.00	\$ 57,536.00
480E0100	REINFORCING STEEL	7412	LB	UNIT	\$ 1.60	\$ 3.82	\$ 1.51	\$ 3.40
				EXT.	\$ 11,859.20	\$ 28,313.84	\$ 11,192.12	\$ 25,200.80
480E0200	EPOXY COATED REINFORCING STEEL	1254	LB	UNIT	\$ 2.20	\$ 8.92	\$ 3.94	\$ 9.49
				EXT.	\$ 2,758.80	\$ 11,185.68	\$ 4,940.76	\$ 11,900.46
510E3120	HP 10 PILE TIP REINFORCEMENT	12	EA	UNIT	\$ 199.69	\$ 388.60	\$ 428.00	\$ 496.85
				EXT.	\$ 2,396.28	\$ 4,663.20	\$ 5,136.00	\$ 5,962.20
510E3371	HP 10X57 STEEL TEST PILE, FURISH AND DRIVE	50	FT	UNIT	\$ 157.96	\$ 140.00	\$ 478.00	\$ 333.25
				EXT.	\$ 7,898.00	\$ 7,000.00	\$ 23,900.00	\$ 16,662.50
510E3375	HP 10X57 STEEL BEARING PILE, FURNISH AND DRIVE	250	FT	UNIT	\$ 76.38	\$ 121.00	\$ 326.00	\$ 154.20
				EXT.	\$ 19,095.00	\$ 30,250.00	\$ 81,500.00	\$ 38,550.00
560E8630	3'-10" WIDE DECK X 30" PRESTRESSED CONCRETE DOUBLE TEE	230	FT	UNIT	\$ 293.24	\$ 388.97	\$ 260.00	\$ 258.79
				EXT.	\$ 67,445.20	\$ 89,463.10	\$ 59,800.00	\$ 59,521.70
560E8631	3'-10" WIDE DECK X 30" PRESTRESSED CONCRETE DOUBLE TEE, INSTALL	230	FT	UNIT	\$ 37.50	\$ 63.17	\$ 150.00	\$ 180.44
				EXT.	\$ 8,625.00	\$ 14,529.10	\$ 34,500.00	\$ 41,501.20
680E0040	4" UNDERDRAIN PIPE	126	FT	UNIT	\$ 21.43	\$ 14.04	\$ 12.75	\$ 43.45
				EXT.	\$ 2,700.18	\$ 1,769.04	\$ 1,606.50	\$ 5,474.70
680E0150	DOUBLE SIDED SHEET DRAIN	480	SF	UNIT	\$ 2.25	\$ 5.65	\$ 5.00	\$ 4.89
				EXT.	\$ 1,080.00	\$ 2,712.00	\$ 2,400.00	\$ 2,347.20
680E2500	POROUS BACKFILL	13.2	TON	UNIT	\$ 45.22	\$ 321.00	\$ 175.00	\$ 201.65
				EXT.	\$ 596.90	\$ 4,237.20	\$ 2,310.00	\$ 2,661.78
831E0110	TYPE B DRAINAGE FABRIC	40	SY	UNIT	\$ 3.27	\$ 12.35	\$ 14.00	\$ 19.96
				EXT.	\$ 130.80	\$ 494.00	\$ 560.00	\$ 798.40
734E0920	FINISH GRADE STREAM CHANNEL	24	HR	UNIT	\$ 150.00	\$ 228.00	\$ 304.00	\$ 480.18
				EXT.	\$ 3,600.00	\$ 5,472.00	\$ 7,296.00	\$ 11,524.32
900E1310	CONCRETE WASHOUT FACILITY	1	EA	UNIT	\$ 1,708.81	\$ 2,210.00	\$ 1,050.00	\$ 1,264.67
				EXT.	\$ 1,708.81	\$ 2,210.00	\$ 1,050.00	\$ 1,264.67
Total Base Bid					\$ 554,286.45	\$ 673,721.66	\$ 847,338.57	\$ 751,350.60
<b>Total Bid</b>					<b>\$554,286.45</b>	<b>\$ 673,721.66</b>	<b>\$ 847,338.57</b>	<b>\$ 751,350.60</b>

I hereby certify that this bid tabulation represents actual bids received for the Timm Lane Replacement Structure in Deadwood, South Dakota.  
 Discrepancies are in red.  
 Bids were opened and read on September 29, 2022.

  
 Engineer's Signature

10.12.2022  
 Date



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

## MEMORANDUM

DATE: July 25, 2022

TO: Bob Nelson, Public Works Director

FROM: Erin James Muldoon Consultant Management Engineer  
Local Government Assistance

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

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

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

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

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

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

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

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

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

Cc: Ron Bengs, Interstate Engineering  
File

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

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

**LESSOR:**

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

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

**TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9 Item a.

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

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

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

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

**LESSEE:**

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

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

Form Master Lease: 9/29/20

4

88





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



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

**FINDINGS OF FACT AND  
CONCLUSIONS  
CONDITIONAL USE PERMIT FOR  
CONDOMINIUMS**

**APPLICANT:** Keating Resources

**PURPOSE:** Request for a Conditional Use Permit for Condominiums.

**ADDRESS:** 51, 55, 53 Sherman Street

**LEGAL DESCRIPTION:**

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

**ASSESSORS NO.:** 30025-03000-270-00, 30025-03000-170-00, 30025-03000-150-00

**RE: Request for Conditional Use Permit**

WHEREAS, the above application for a Conditional Use Permit for condominiums in the C – Commercial District came on review before the Deadwood Planning and Zoning Commission on Wednesday, September 21, 2022. The application was recommended for approval by the Deadwood Planning and Zoning Commission. The Deadwood Board of Adjustment approved the application for a Conditional Use Permit for condominiums in the C – Commercial District 51, 53, 55 Sherman Street as recommended by the Planning and Zoning Commission on October 3, 2022.

WHEREAS, all present members of the Deadwood Planning and Zoning Commission and the Deadwood Board of Adjustment having reviewed the Conditional Use Permit request and having considered all comments offered and all of the evidence and testimony presented for the application; and, after discussion and consideration of the application and being fully advised in the premises, the Deadwood Planning and Zoning Commission and Deadwood Board of Adjustment hereby enter their:

### FINDINGS OF FACT AND CONCLUSIONS

- Staff provided public notice identifying the applicant, describing the project and its location, and giving the scheduled date of the public hearing in accordance with Section 17.76.020. Notice was placed in the designated newspaper of the City of Deadwood, ten (10) days in advance of the hearing as required by Section 17.76.060.J.
- An official sign was posted on the property for which the Conditional Use Permit was filed as required by Section 17.76.060.J.
- Property owners within three hundred (300) feet of the boundaries of the subject land were notified by first class mail as required by Section 17.76.060.J.
- The subject area is zoned C – Commercial District. This area is surrounded by commercial businesses and public use spaces.
- The use, as proposed would not result in a substantial or undue adverse effect on adjacent property or the character of the neighborhood and the use would not alter the character of the area. The structure is not being enlarged or altered.
- The granting of the conditional use permit would not increase the proliferation of non-conforming uses. The use is permitted in the C1 – Commercial District under certain conditions and the conditions were met.
- The use would not cause significant adverse impacts on water supply, fire protection, waste disposal, schools, traffic and circulation or other services. This type of use does not demand a high degree of services.
- Based on these findings, the Deadwood Planning and Zoning Commission recommended approval of the request for a Conditional Use Permit for condominiums. The Deadwood Board of Adjustment approved the request as recommended by the Planning and Zoning Commission with the following conditions:
  1. **The Conditional Use Permit runs with the applicant and not the land; therefore, should the property be sold, the Conditional Use Permit is null and void.**
  2. **Proof that the Building Inspector has inspected the building and it meets all building code requirements.**

**ATTEST:**

---

Jessica McKeown, Finance Officer  
City of Deadwood  
/ / /2022

---

David Ruth, Mayor  
City of Deadwood  
/ / /2022

---

John Martinisko, Chairman  
Planning and Zoning Commission  
/ / /2022

---

Dave Bruce, Secretary  
Planning and Zoning Commission  
/ / /2022

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



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

**FINDINGS OF FACT AND CONCLUSIONS  
REQUEST FOR A VARIANCE  
16.04.020 K STREET GRADES AND ALLEYS**

**APPLICANT:** The Summit at Deadwood Stage Run

**ADDRESS:** Deadwood Stage Run Development

**LEGAL DESCRIPTION:** PALISADES TRACT OF DEADWOOD STAGE RUN ADDITION, FORMERLY TRACTS E, F, G, H, I, J, K AND L AND THE REMAINING PORTION OF MS 696 PALISADES STONE PLACER, ALL LOCATED IN THE SW1/4, SECTION 14, THE SE1/4 OF SECTION 15, THE NE1/4NE1/4 OF SECTION 22 AND THE N1/2NW1/4 OF SECTION 23, T5N, R3E, BHM, CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA.

**PURPOSE:** Request for Variance – 16.04.020 K Street Grades and Alleys. Maximum street grades R1 (Residential) District 9%.

**ZONING:** PF – Park Forest

**WHEREAS,** the above application for a variance from Deadwood City Ordinance 16.04.020 K Street Grades and Alleys (Maximum street grades R1 (Residential) District 9%) came on for public hearing on October 5, 2022, at 5:05 p.m. and was recommended for approval by the Deadwood Planning and Zoning Commission with the Deadwood Board of Adjustment approving the request as recommended by the Planning and Zoning Commission.

**WHEREAS,** all present members of the Deadwood Planning and Zoning Commission and the Deadwood Board of Adjustment having reviewed the variance request and having considered all comments offered and all of the evidence and testimony presented for the application; and, after discussion and consideration of the applications and being fully advised in the premises, the Deadwood Planning and Zoning Commission and Deadwood Board of Adjustment hereby enter their:

**FINDINGS OF FACT AND CONCLUSIONS**

**COMPLIANCE:**

1. Staff provided public notice identifying the applicant, describing the purpose of the application and its location, and giving the scheduled date of the public hearing to adjacent landowners within 300’ in accordance with Section 17.80.010.B.
2. Notice was placed in the designated newspaper of the City of Deadwood, ten (10) days in advance of the hearing as required by Section 17.80.010 B.
3. An official sign was posted on the property for which the variance was filed as required by Section 17.80.010 B.
4. Application(s) requirements were met.

- There are special circumstances unique to this property. These circumstances involve the shape and size of the lot. This has created a physical constraint which is unique to this site. Approving the variance request enables the reasonable use of the property.
- That within the intent and purposes of this application for variance, as granted, is the minimum adjustment necessary to afford relief or the reasonable use of the land and substantial notices had been given regarding the application. The remaining bulk regulations are all met.
- The granting of the variance would not be detrimental to public health, safety or general welfare. A variance cannot be granted if it would pose any threat to the public health or safety. This finding includes concerns such as fire safety, structural stability, clearance, preservation of light and open space, and visual and aesthetic concerns.
- The granting of the variance in the subject area would not be injurious to the area in general. The variance would not alter the essential character of the neighborhood in which the property is located; substantially or permanently impair the appropriate use or development of adjacent property.
- The hardship was not self-created by the applicant(s). The granting of the variance would not constitute a special privilege.
- The use and value of the area adjacent to the property included in the variance request will not be affected in a substantially adverse manner. There will be no significant adverse impacts on water supply, fire protection, schools, or other services. The granting of the variance would not be detrimental to public health, safety, or general welfare.
- The applicant has proven that he or she is the owner of the property or is his or her officially designated agent, and has presented proof thereof.
- Substantial notice had been established by notification to adjacent landowners within 300' and notice posted on the property. Notice in the newspaper was run ten (10) days in advance of the hearing.
- For the above mentioned, reasons and based on the information and findings included in the Staff Report, Minutes, and other records of proceedings, the Deadwood Planning and Zoning Commission and Board of Adjustment recommended approval of the variance.

**ATTEST:**

---

Jessica McKeown, Finance Officer  
City of Deadwood  
/ / /2022

---

David Ruth, Mayor  
City of Deadwood  
/ / /2022

---

John Martinisko, Chairman  
Planning and Zoning Commission  
/ / /2022

---

Dave Bruce, Secretary  
Planning and Zoning Commission  
/ / /2022

# DRAFT AIA® Document B101™ - 2017

## Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the «Twenty Seventh» day of «June» in the year «Two Thousand Twenty Two»  
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

«City of Deadwood »« »  
« »  
« »  
« »

and the Architect:  
(Name, legal status, address and other information)

«JLG Architects »« »  
« »  
« »  
« »

for the following Project:  
(Name, location and detailed description)

«22078 – Miller Street Parking Ramp »  
«Design and construction of a parking structure in the location of the Miller Street Parking Lot. The plan should address appropriate historic compatibility, conservation, priorities for public accessibility and visitor experience, security, maintenance, maximized parking and truck delivery access, infrastructure and utility relocation, and other items as determined.»  
« »

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



**ELECTRONIC COPYING** of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

AIA Document B101™ - 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:28:05 ET on 10/27/2020 under Order No.5321661461 which expires on 11/13/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.  
User Notes: (3B9ADA37)



TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project: (Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

«New parking ramp, size and location to be determined during parking study, to happen prior to project. Initial estimates of 400 stall ramp, to meet the historic standards of the City of Deadwood.»

§ 1.1.2 The Project's physical characteristics: (Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

«Size and location to be determined based on parking study with Walking Consulting. The site will be determined based on three options provided by the City.»

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.)

«To be determined with the parking study. Initial budget is set at 8,000,000.»

- Formatted: Font color: Text 1
- Formatted: Font: (Default) Times New Roman, 10 pt, Font color: Text 1
- Formatted: Font color: Text 1
- Formatted: Font color: Text 1
- Formatted: Font: (Default) Times New Roman, 10 pt, Font color: Text 1
- Formatted: Font color: Text 1
- Formatted: Font color: Text 1
- Formatted: Font: (Default) Times New Roman, 10 pt, Font color: Text 1
- Formatted: Font color: Text 1

AIA Document B101™ - 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:28:05 ET on 10/27/2020 under Order No.5321661461 which expires on 11/13/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org. User Notes: (3B9ADA37)

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

«To be determined after completion of Parking Study.»

Formatted: Font: (Default) Times New Roman, 10 pt, Font color: Text 1

.2 Construction commencement date:

«To be determined after completion of Parking Study.»

Formatted: Font: (Default) Times New Roman, 10 pt, Font color: Text 1

.3 Substantial Completion date or dates:

«To be determined after completion of Parking Study.»

Formatted: Font: (Default) Times New Roman, 10 pt, Font color: Text 1

.4 Other milestone dates:

«To be determined after completion of Parking Study.»

Formatted: Font: (Default) Times New Roman, 10 pt, Font color: Text 1

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project: (Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

«Competitive Bid »

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project: (Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

«N/A »

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: (List name, address, and other contact information.)

«Jeremy Russell »  
«City of Deadwood »  
Planning and Zoning Administrator  
« »  
«Telephone: 605-578-2082  
Email: Jeramyr@cityofdeadwood.com »

Deleted: « »  
« »

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows: (List name, address, and other contact information.)

«N/A »

§ 1.1.9 The Owner shall retain the following consultants and contractors: (List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The “American Institute of Architects,” “AIA,” the AIA Logo, and “AIA Contract Documents” are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:28:05 ET on 10/27/2020 under Order No.5321661461 which expires on 11/13/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.  
User Notes: (3B9ADA37)

«TBD»  
« »  
« »  
« »  
« »

.2 Civil Engineer:

«Under Scope of Architect»  
« »  
« »  
« »  
« »

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

«To be determined if others are required»

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

«Catherine Dekkenga »  
«JLG Architects »  
«232 S. Main Ave. »  
«Sioux Falls, SD 57104 »  
«Telephone: 605-271-2531 »  
«Email: cdekkenga@jlgarchitects.com »

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

«Walker Consultants»  
«Scott Floemming, PE»  
«1660 S. Highway 100»  
«Suite 545»  
«Minneapolis, MN 55416»  
«Telephone: 952-225-5385»

.2 Mechanical Engineer:

«Skyline Engineering, LLC»  
«Jamie Stampe, PE»  
«615 12<sup>th</sup> St.»  
«Rapid, City, SD 57701»  
«Telephone: 605-737-3800»

.3 Electrical Engineer:

«Skyline Engineering, LLC»  
«Jamie Stampe, PE»  
«615 12<sup>th</sup> St.»  
«Rapid, City, SD 57701»  
«Telephone: 605-737-3800»

Formatted: Superscript

AIA Document B101™ - 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:28:05 EF on 10/27/2020 under Order No.5321661461 which expires on 11/13/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(3B9ADA37)

**4 Civil Engineer:**

«FMG Engineering»  
«Jason Hinds, PE»  
«»  
«»  
«Telephone: 605-342-4105»

**§ 1.1.11.2 Consultants retained under Supplemental Services:**

«Parking Consultant:  
Walker Consultants  
Carl L. Scheeman, PE  
1660 S. Highway 100  
Suite 545  
Minneapolis, MN 55416  
Telephone: 952-225-5385 »

Deleted: «»  
«»  
«»  
«»

**§ 1.1.12 Other Initial Information on which the Agreement is based:**

«N/A »

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

AIA Document B101™ - 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:28:05 ET on 10/27/2020 under Order No.5321661461 which expires on 11/13/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.  
User Notes: (3B9ADA37)

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of ~~One Million Dollars and Zero Cents~~ » (\$ ~~1,000,000.00~~ » ) for each occurrence and ~~Two Million Dollars and Zero Cents~~ » (\$ ~~2,000,000.00~~ » ) in the aggregate for bodily injury and property damage.

Deleted: not less than

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of ~~One Million Dollars and Zero Cents~~ » (\$ ~~1,000,000.00~~ » ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

Deleted: not less than

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits ~~Five Hundred Thousand Dollars and Zero Cents~~ » (\$ ~~500,000.00~~ » ) each accident, ~~Five Hundred Thousand Dollars and Zero Cents~~ » (\$ ~~500,000.00~~ » ) each employee, and ~~One Million Dollars and Zero Cents~~ » (\$ ~~1,000,000.00~~ » ) policy limit.

Deleted: not less than

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of ~~Five Million Dollars and Zero Cents~~ » (\$ ~~5,000,000.00~~ » ) per claim and ~~Five Million Dollars and Zero Cents~~ » (\$ ~~5,000,000.00~~ » ) in the aggregate.

Deleted: not less than

Deleted: Two

Deleted: 2

Deleted: Four

Deleted: 4

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

Deleted: usual and customary

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once

AIA Document B101™ - 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:28:05 ET on 10/27/2020 under Order No.5321661461 which expires on 11/13/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(3B9ADA37)

approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner approach(es) to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

Deleted: alternative

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

Deleted: alternative

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building

AIA Document B101™ - 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:28:05 ET on 10/27/2020 under Order No.5321661461 which expires on 11/13/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(3B9ADA37)

systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

#### § 3.5 Procurement Phase Services

##### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

### § 3.6 Construction Phase Services

#### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

#### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at points mutually agreed upon with Owner and Contractor prior to or at the start of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

Deleted: intervals appropriate to the stage of construction

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:28:05 ET on 10/27/2020 under Order No.5321661461 which expires on 11/13/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(3B9ADA37)



§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review, or take other appropriate action ~~per specifications~~, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

Deleted: and approve

Deleted: upon

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.7 Disclaimer of Duty to Review Supplementary Video Information

The Parties agree and understand that, during the course of the construction of the Work, the Owner, Contractor, or other Project participants may choose to, at their own expense and initiative, make use of supplemental video imagery and information sourced from devices such as project webcams, Unmanned Aerial Vehicles, including but not limited to drones, and/or other videography equipment, in order to obtain visual information and documentation regarding the state of the progress and/or quality of the Work (collectively “Supplementary Video Information”).

Notwithstanding the foregoing, the Parties expressly agree and acknowledge the following:  
1. Since Supplementary Video Information encompasses only certain limited visual information and provides neither complete nor comprehensive visual information/measurements/dimensions, nor any tactile, auditory, or olfactory feedback whatsoever, such Supplementary Video Information shall not be used as a substitute for or required supplement to Architect’s Construction Phase services, herein, but rather may, to the extent provided

Formatted: Font: Arial Narrow

Formatted: Font: 10 pt

Formatted: Space Before: 0 pt, After: 0 pt, No bullets or numbering

Formatted: Indent: First line: 0.5", Space Before: 0 pt, After: 0 pt, No bullets or numbering

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The “American Institute of Architects,” “AIA,” the AIA Logo, and “AIA Contract Documents” are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:28:05 ET on 10/27/2020 under Order No.5321661461 which expires on 11/13/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(3B9ADA37)

and made available to Architect in a reasonably timely, legible, and complete fashion, supplement the other data and information obtained by Architect pursuant to Architect's Construction Phase Services, herein.

2. Architect shall have no obligation to conduct a comprehensive or continuous review of any Supplementary Video Information, but rather may, at its sole discretion, choose to review such Supplementary Video Information, or any portion thereof, in connection with the performance of its Construction Phase Services on the Project.

3. Architect's receipt of any Supplementary Video Information shall not in any way change the provisions of the Construction Phase Services described, herein, to the effect that Architect's observation of the Work shall be limited to becoming generally familiar with the progress and quality of the Work and to determine, in general, if the Work observed appears to be in general conformance with the Contract Documents based upon the Architect's site visits of the Project during construction pursuant to this Agreement, and that Architect shall not be required to make continuous or exhaustive on-site inspections of any kind with respect to the quality, quantity, or progress of the Work and, under no circumstances shall Architect have any responsibility with respect to the Contractor's construction means, methods, techniques, sequences, or procedures with respect to the Work or any portion or part thereof.

Formatted: Font: 10 pt

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.  
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	«Not Provided»
§ 4.1.1.2 Multiple preliminary designs	Not Provided
§ 4.1.1.3 Measured drawings	Not Provided
§ 4.1.1.4 Existing facilities surveys	Not Provided
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Not Provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Not Provided
§ 4.1.1.15 As-designed record drawings	Not Provided
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Architect
§ 4.1.1.21 Telecommunications/data design	Not Provided

Formatted Table

Deleted:

Deleted:

Deleted:

Deleted: s

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:28:05 ET on 10/27/2020 under Order No.5321661461 which expires on 11/13/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.  
User Notes:

§ 4.1.1.22	Security evaluation and planning	<u>Not Provided</u>
§ 4.1.1.23	Commissioning	<u>Not Provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u> ▼
§ 4.1.1.25	Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Architect</u>
§ 4.1.1.27	Historic preservation	<u>Architect</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Not Provided</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Parking Consultant</u>
§ 4.1.1.30	Other Supplemental Services	<u>Not Provided</u> ▼

Deleted:

Deleted:

Deleted:

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

« »

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

«N/A»

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:28:05 ET on 10/27/2020 under Order No.5321661461 which expires on 11/13/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(3B9ADA37)

13

- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 «Two» («2») reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Bi-weekly visits to the site by the Architect during construction
- .3 «One» («1») inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 «One» («1») inspections for any portion of the Work to determine final completion.

Deleted: « » (« »)

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within «Twenty Four» («24») months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 5.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner acknowledges that the contingency allowance is to cover funding of unpredictable changes in the work or items of work during the construction phase, serving three core purposes: (1) To account for coordination issues in the Construction Documents, including errors and omissions, (2) to modify or change the scope of the project, (3) to accommodate unknown conditions. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly

Formatted: Pattern: Clear

increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

**Deleted:** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs.; and, (3) reasonable contingencies related to all of these costs. The Owner acknowledges that the contingency allowance is to cover funding of unpredictable changes in the work or items of work during the construction phase, serving three core purposes: (1) To account for coordination issues in the Construction Documents, including errors and omissions, (2) to modify or change the scope of the project, (3) to accommodate unknown conditions. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:28:05 ET on 10/27/2020 under Order No.5321661461 which expires on 11/13/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(3B9ADA37)

**ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

**ARTICLE 7 COPYRIGHTS AND LICENSES**

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

**ARTICLE 8 CLAIMS AND DISPUTES****§ 8.1 General**

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1. Any such claim, dispute or matter in question shall be subject to Informal Negotiation as first course of resolution. Either party may initiate informal negotiation of its claim, assuming the claim has been asserted within the time limits set forth in this Agreement by giving the other party written notice of such demand. Within ten (10) days of receipt of demand for informal negotiations, representatives of the parties with authority to settle the claim will meet to determine if the claim can be resolved informally. If informal negotiation fails to resolve the claim, mediation as a condition precedent to binding dispute resolution. If the parties do not resolve a claim, dispute, or matter in question through mediation, the method of binding dispute resolution shall be as selected in the sections to follow.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the

AIA Document B101™ - 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:28:05 ET on 10/27/2020 under Order No.5321661461 which expires on 11/13/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(3B9ADA37)

Formatted: Font: 10 pt



contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction in Lawrence County, South Dakota
- Other: (Specify)
- 

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension and as planned and communicated per schedule for two (2) weeks following suspension. When the

### Deleted: § 8.3 Arbitration¶

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.¶

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.¶

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.¶

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.¶

### § 8.3.4 Consolidation or Joinder¶

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).¶

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.¶

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.¶

AIA Document B101™ - 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:28:05 ET on 10/27/2020 under Order No.5321661461 which expires on 11/13/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(3B9ADA37)

18

Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

Deleted: not less than

§ 9.5 The Owner may terminate this Agreement upon seven days' written notice to the Architect for the Owner's convenience and without cause.

Deleted: not less than

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:  
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

«An amount equal to the average of the Architect's previous two invoices, prior to the date of termination.»

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

«As mutually agreed.»

Deleted: 25% of the Architect's total contracted compensation....

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the

AIA Document B101™ - 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:28:05 ET on 10/27/2020 under Order No.5321661461 which expires on 11/13/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.  
User Notes: (3B9ADA37)

Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

«Compensation in the amount of Four Hundred Thirty Two Thousand Dollars and Zero Cents (\$432,000.00)»

- .2 Percentage Basis  
(Insert percentage value)

«» («») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other  
(Describe the method of compensation)

«»

AIA Document B101™ - 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:28:05 ET on 10/27/2020 under Order No.5321661461 which expires on 11/13/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(3B9ADA37)

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

«Hourly or as mutually agreed upon in advance of services »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

«Hourly or as mutually agreed upon in advance of services »

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus « » percent ( « »%), or as follows:  
*(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)*

«As mutually agreed by Owner and Architect in advance of services »

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	«Twenty Two»	percent ( «22» )	%
Design Development Phase	«Twenty Eight»	percent ( «28» )	%
Construction Documents Phase	«Twenty Five»	percent ( «25» )	%
Bidding & Negotiation Phase	«Eight»	percent ( «8» )	%
Construction Administration Phase	«Seventeen»	percent ( «17» )	%
« »			
Total Basic Compensation	one hundred	percent ( 100 )	%

Deleted:

Deleted: Procurement

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

«See Exhibit C »

Employee or Category	Rate (\$0.00)
« »	

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:28:05 ET on 10/27/2020 under Order No.5321661461 which expires on 11/13/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.  
 User Notes: (3B9ADA37)

- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus «Ten» percent ( «10» %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:  
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

«As outlined in the proposal – Exhibit D.»

Deleted:

#### § 11.10 Payments to the Architect

##### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of «Zero» (\$ «0» ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of «Zero» (\$ «0» ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

##### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid «Forty-Five» ( «45» ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
(Insert rate of monthly or annual interest agreed upon.)

«1.5» % «Monthly»

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

§ 11.10.2.4 **Owner Agrees to receive invoices by email, which will be sent to the following individual and email address:**

Formatted: Font: 10 pt

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:28:05 ET on 10/27/2020 under Order No.5321661461 which expires on 11/13/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(3B9ADA37)

«Full Name: Jeramy Russell  
Email Address: jeramyr@cityofdeadwood.com »

Formatted: Space Before: 0 pt, After: 0 pt

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

Formatted: Font: 10 pt

Formatted: Space Before: 0 pt, After: 0 pt, No bullets or numbering

«None »

Deleted: ¶  
¶

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

Deleted: Contingency¶  
The Owner shall include "reasonable contingencies" in the budget for the project. Please contact us if you'd like to discuss the industry standard ranges. The Owner further acknowledges that this contingency allowance is to cover funding of unpredictable changes in the work or items of work during the construction phase, serving three core purposes: ¶  
(1) to account for coordination issues in the Construction Documents, including errors and omissions ¶  
(2) to modify or change the scope of the project ¶  
(3) to accommodate unknown conditions

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this agreement.)

« »

- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ « » ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

- «Exhibit A: Project Initial Information
- Exhibit B: JLG Image Release
- Exhibit C: Schedule of Hourly Compensation & Reimbursable Expenses
- Exhibit D: Proposal »

[ « » ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

« »

- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

« »

OWNER (Signature)  
«Jermy Russell.» «Panning & Zoning Administrator »  
(Printed name and title)

« »

ARCHITECT (Signature)  
«Catherine Dekkenga, AIA.» «Principal »  
(Printed name, title, and license number, if required)

AIA Document B101™ – 2017. Copyright © 1974, 1978, 1987, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This draft was produced by AIA software at 10:28:05 ET on 10/27/2020 under Order No.5321661461 which expires on 11/13/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.  
User Notes:

1660 S Highway 100, Suite 545  
Minneapolis, MN 55416  
952.595.9116



October 11, 2022

Mr. Jeremy Russell  
Planning and Zoning Administrator  
City of Deadwood  
108 Sherman Street  
Deadwood, SD 57732

*Re: Proposal for Planning Services  
City of Deadwood Parking Management Plan  
Deadwood, South Dakota*

Dear Mr. Russell:

Walker is pleased to submit this proposal for parking planning services to the City of Deadwood, South Dakota (Client) related to development of a parking management plan for the City. Included herein is our understanding of this project and our proposed scope of services, schedule, fee, and general conditions of agreement. We appreciate and thank you for the opportunity to propose on this assignment.

## Project Understanding

The City of Deadwood has approximately 1,600 off-street parking spaces across nine (9) surface parking lots and one (1) parking garage. Additionally, the City operates various types of on-street parking with varying policies and use rules. The City collects revenue from paid parking in some of these facilities and street locations, leveraging parking access/revenue control (PARCS) equipment for revenue collection and enforcement.

Deadwood experiences regular visitor traffic throughout the year, including larger festivals and events like the Days of 76 Festival, Kool Deadwood Nites, and the Sturgis Motorcycle Rally, which bring a significant number of visitors. Parking resources are constrained on busy days, and evidence suggests that vehicles sometimes spill over and park on neighborhood streets near Downtown Deadwood. Other issues include accommodating a significant number of trailers and oversize vehicles that come to Deadwood and want to park, balancing the access and parking needs of visitors with those of residents and employees, generating sustainable revenue, and planning for future growth in the City.

A preliminary occupancy study was completed in July and August 2022 which determined that the City has enough parking throughout its system and in the core area for most calendar days with visitors coming to the City. Analysis does suggest that real parking shortages do occur on the very busiest days. The City is interested in evaluating its current parking operations and management policies, programs, and procedures, and developing a parking management plan that establishes the city's vision, strategies, programs, and actions needed to manage



parking system over the next five years and beyond. It is the City's desire that the plan be one that promotes use efficiency of parking resources, fiscal stability, and a high-quality experience for all parking system users.

Based on this understanding, we propose the following scope of services:

## Scope of Services

### Project Management and Stakeholder Coordination (Ongoing)

The following work will be ongoing throughout all phases of the project:

1. Conduct weekly virtual coordination calls throughout the course of the project with appropriate Client and project personnel (either Client project manager(s) or formal steering or technical committee). These calls will be at a consistent day and time.
2. Conduct up to six (6) coordination calls/work sessions throughout the project with identified project steering or technical committees, identified in collaboration with the Client.
3. Conduct up to three (3) one-hour focus groups/listening sessions with up to five (5) stakeholder groups identified in collaboration with the City and project personnel. The focus group sessions will be facilitated small-group discussions related to parking conditions, regulations, needs, challenges, future conditions, opportunities and will inform understanding and a path forward. Focus groups are anticipated to include the following:
  - a. *Public officials / City staff*
  - b. *Major private owners or business leaders, and*
  - c. *The general public*

### Task 1: Current Conditions Assessment

1. Meet in-person with appropriate City representatives to kick-off the project and confirm study objectives, study area boundaries, project communications, parking opportunities and challenges, and project schedule and milestones. The study area is defined as the City of Deadwood along the U.S. 85 and U.S. 14A (Pioneer Way) corridors, including adjacent parcels and land uses.
2. Collect (via a request for information to City representatives and related project personnel) and review data and information. Data and information may include, but is not limited to:
  - a. Information on property ownership and private parking facilities;
  - b. Current and projected future land use data within the study area;
  - c. Information on current parking management, technology, equipment/technology, agreements, pricing, operations, and procedures;
  - d. Data and information on finances/budgeting related to parking operations;
  - e. Information on parking staffing, roles and responsibilities, and organizational structure;
  - f. Citation/parking enforcement data and information;
  - g. Ordinance and policy information; and
  - h. Data and information on current and forthcoming development projects and proposals.





3. Review, analyze, and summarize data and information supplied and identify key findings.
4. Develop project information for the City to incorporate onto the City's website and other City channels to announce the project and solicit participation.
5. Conduct a review of private parking assets in the study area, to supplement data collected on public parking assets. Inventory will include space counts, rates (if applicable), parking ownership/management, and restrictions (including visitor, employee, and residential delineations). With assistance from City staff, we will develop an accurate inventory of all public on-street and off-street parking facilities, including inventory counts of public parking facilities within the study area.
6. Based on review of private parking assets in the study area, identify existing shared-use arrangements within the study area as well as potential opportunities for shared parking through site observation and evaluation.
7. Review and evaluate current ordinances and policies related to parking, and the current operational and management parking procedures and practices, identifying deficiencies and opportunities for improvement.
8. Review City parking finances and budget to understand need, issues, opportunities, and potential constraints for modifying parking management practices and/or adding new parking supply. This will include a review of historical revenues, operating expenses, debt service obligations, parking rates and violation fine amounts, among other pieces of information.
9. Build a financial sensitivity model for future scenario evaluation. The model will include projections related to rates, operational approaches, use cases, and other items that may be considered for testing as part of potential future scenarios.
10. Develop one (1) online stakeholder survey with questions related to parking conditions, regulations, operations, needs, challenges, future conditions, and opportunities. The purpose of the survey will be to learn about existing challenges and opportunities. Leverage City channels to disseminate the surveys and garner input. Collect and summarize responses.
11. Summarize existing conditions in figures, tables, maps, and narratives in PowerPoint for project discussion and collaboration. Information and materials will be incorporated into future engagement and project deliverable materials. Special attention will be paid to identifying, displaying, and summarizing parking hotspots and space surplus and deficit within the area, and among user types, under current conditions.
12. Facilitate a virtual working meeting with City and project personnel to review findings from the first phase of our work, deficiencies, needs, and challenges, coordinate on future conditions, needs, and scenarios, and establish the project's path forward. This session will shape the understanding of project needs and potential strategic recommendations.



## Task 2: Future Scenario Planning

1. In collaboration with the City, confirm future downtown development scenarios to model in Task 2. This model assumes up to three (3) future development scenarios.
2. Create a parking demand model to make future parking needs projections under identified conditions. This model will be based on future economic development plans and any known changes to existing land use in the study area that will impact parking.
3. Project future parking needs over the five-ten years (planning horizon will be identified in collaboration with the Client) and determine the future surplus or shortfall within the study area based on future market conditions in identified "typical" and "peak" conditions/scenarios. Develop tabular and graphic illustrations of parking system adequacy. This work informs understanding of when and where parking improvements or potential supply additions need to be made.
4. Summarize findings in figures, tables, maps, and narratives in PowerPoint.
5. Facilitate a working meeting with City and project personnel to review findings from Tasks 1 and 2, identify deficiencies, needs, and challenges, coordinate on future conditions, needs, and scenarios, and establish the project's path forward. This meeting will shape the understanding of project needs and potential strategic recommendations.

## Task 3: Site Alternatives Analysis

1. Obtain electronic (\*.dwg) copies of site plans and boundaries for up to (3) sites, anticipated to be the Miller Street, Welcome Center, and Sherman Street Lots.
2. Review parking geometric and landscaping standards within the local zoning ordinance.
3. Recommend parking Level of Service (LOS) geometric standards for enhanced user comfort.
4. Study each site and propose one efficient concept for a parking structure each site to increase parking capacity determined in Tasks 1 and 2.
5. Study potential pedestrian connections between parking structure and surrounding site and City's preferred destinations.
6. Identify pros and cons of each parking alternative, including likely costs such as construction, soft costs, and potential land costs.
7. Compare alternatives to each other and recommend a program that provides the required capacity and meets users' needs.
8. Facilitate a meeting with City and project personnel to evaluate the alternatives and recommend timeline for construction.



#### Task 4: Financial Analysis and Recommendations

1. Recommend management, ordinance, and policy changes to manage parking demand and drive the use efficiency of current on-street and off-street parking assets.
2. Identify best practice-based regulations, enforcement, staffing, organizational structure, operational, technology, financial, and management policies, programs, and strategies to balance parking demand and optimize parking turnover for different user types and in different parts of the City of Deadwood.
3. Recommend opportunities to improve the efficiency of existing parking assets including determining whether any existing public lots or on-street supply can be expanded to meet area parking needs, and whether the number of spaces could be increased through restriping and efficiency improvements in existing facilities/lots.
4. Recommend opportunities for communication of parking availability to users, including consideration of signage, vehicle counting and display systems, and other technologies to inform users of type and availability of parking.
5. Recommend potential on- and off-street parking rate changes that will help manage user behavior and maximize the use of existing parking infrastructure.
6. Develop estimated sinking fund needs for future parking facility and technology repair, maintenance, and replacement projects.
7. Develop planning level revenue, operating expense, and capital expense/sinking fund projections for the parking system based on recommended system changes to determine the capacity of the system to self-fund future parking facility construction, technology purchases, and other initiatives.
8. At a high level, identify other potential sources of funding that could be used to supplement parking system net income if/when new parking infrastructure needs arise.

#### Task 5: Deliverables

1. Based on collaboration with the Client, develop a draft parking management plan in PDF format, including a 5-year implementation action plan. The plan will include a summary of the process, results, and key findings, as well as strategic recommendations. The implementation action plan will serve as a 5-year work plan for the City for parking operations and management.
2. Consider comments received from the Client and develop and issue the final report in PDF format.

## Schedule

Walker can commence work upon receiving a fully executed professional services agreement. Walker estimates that the proposed work and a draft report can be completed within ten (10) months of receiving requested information from the Client. Walker understands the Client's desires for an accelerated schedule and will make every effort to meet this schedule. Client satisfaction is our top priority. A final report can typically be provided within two weeks of receiving Client comments on draft report. Draft reports will be considered final reports if no Client comments are received within 30 days of draft report issuance date.



## Professional Fee

Walker proposes to perform the proposed Scope of Services described within this proposal for a lump sum fee illustrated in the table below:

Project Management	\$	19,370
Current Conditions Assessment	\$	32,040
Future Scenario Planning	\$	18,260
Site Alternatives Analysis	\$	31,110
Financial Analysis & Recommendations	\$	26,270
Deliverables	\$	7,450
<b>Subtotal, Fees</b>	<b>\$</b>	<b>134,500</b>

In addition, reasonable project-related reimbursable expenses consistent with the Scope of Services will be billed in addition to the lump sum fee at 1.15 times cost. Reimbursable expenses are anticipated to be in the range of \$12,000 - \$14,000.

Walker will invoice the Client monthly according to a percentage of the total proposed labor fee and incurred reimbursable expenses, with the percentage based on work complete of all services to be rendered.

The fees quoted herein shall remain firm for 30 days from receipt of this proposal. All services will be performed according to the terms and conditions of the attached General Conditions of Agreement for Consulting Services.

## Walker's Quality Policy

Walker is dedicated to providing you with professional services that fully meet project requirements. To meet this goal, we are available to review this proposal with you, at your convenience, and adapt the Scope of Services, as necessary.

Truly, thank you for the opportunity to assist you with this exciting project and look forward to providing you with the high level of responsiveness and professionalism expected from Walker.

Sincerely,

**WALKER CONSULTANTS**

Carl L. Schneeman, PE  
 Principal, Director of Operations

Kevin White, AICP, CAPP  
 Parking and Mobility Consultant

Enclosures      General Conditions of Agreement for Consulting Services



## Authorization

Trusting that this meets with your approval, we ask that you sign in the space below to acknowledge your acceptance of the terms contained herein, and to confirm your authorization for us to proceed. Please return one signed original of this agreement for our records.

City of Deadwood

Accepted by (Signature) \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



## General Conditions of Agreement for Consulting Services

### Services

Walker Consultants (“Walker”) will provide the Client professional services that are limited to the work described in the attached letter (“the services”). Any additional services requested will be provided at our standard hourly rates or for a mutually agreed lump sum fee. The services are provided solely in accordance with written information and documents supplied by the Client and are limited to and furnished solely for the specific use disclosed to us in writing by the Client. No third-party beneficiary is contemplated. All documents prepared or provided by Walker are its instruments of service, and any use for modifications or extensions of this work, for new projects, or for completion of this project by others without Walker’s specific written consent will be at Client’s sole risk.

### Payment for Services

Reimbursable expenses will be billed at 1.15 times the cost of travel and living expenses, purchase or rental of specialized equipment, photographs and renderings, document reproduction, postage and delivery costs, communications charges, additional service consultants, and other project related expenses. Payment is due upon receipt of invoice. If for any reason the Client does not deliver payment to Walker within thirty (30) days of date of invoice, Walker may, at its option, suspend or withhold services. The Client agrees to pay Walker a monthly late charge of one and one-half percent (1.5%) per month of any unpaid balance of the invoice.

### Standard of Care

Walker will perform the services in accordance with generally accepted standards of the profession using applicable building codes in effect at time of execution of this Agreement. Walker’s liability caused by its acts, errors or omissions shall be limited to the fee or \$10,000, whichever is greater.

Any estimates or projections provided by Walker will be premised in part upon assumptions provided by the Client. Walker will not independently investigate the accuracy of the assumptions. Because of the inherent uncertainty and probable variation of the assumptions, actual results will vary from estimated or projected results and such variations may be material. As such, Walker makes no warranty or representation, express or implied, as to the accuracy of the estimates or projections.

### Period of Service

Services shall be complete the earlier of (1) the date when final documents are accepted by the Client or (2) thirty (30) days after final documents are delivered to the Client.