



City Commission Regular Meeting Agenda

Monday, January 03, 2022 at 5:00 PM

City Hall, 102 Sherman Street, Deadwood, SD 57732

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

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

2. **Roll Call**

3. **Approve Minutes**

[a.](#) Approval of December 20, 2021 City Commission minutes

4. **Approve Bills**

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

5. **Items from Citizens on Agenda**

[a.](#) Holiday Parking Donations - Letters to request funding must be received by the finance office no later than noon on January 26, 2022.

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.](#) Set Election Day; April 12, 2022

[b.](#) Renew contract with Neighborworks - Dakota Home Resources for administering the Historic Preservation Revolving Loan and Grant Fund (for 2022 calendar year) at a cost not to exceed \$60,000.00.

[c.](#) Acknowledge cost increase in the amount of \$1,900.00 for roofing project at 824 Main Street for unforeseen conditions increasing the total cost to \$12,890.00 with Twin City Construction. (Paid by HP with lien on property)

[d.](#) Approve the following official depositories for the City of Deadwood per SDCL 9-22-6: Wells Fargo Bank, Deadwood SD; First National Bank, Lead SD; First Interstate Bank, Deadwood SD for 2022 calendar year.

[e.](#) Permission to pay BlackStrap invoices in the amounts of \$4,446.95 and \$3,988.15 for road salt. (To be paid out of streets supplies budget.)

- f. Permission to allow four instructors to attend the annual Fire Service Instructor's Conference in Pierre, S.D. on Jan. 7-9, 2022, with total expenditures not to exceed \$1,500 using State Guidelines for reimbursements. (To be paid from Fire Dept. training budget.)
- g. Permission for Mayor to sign revised Intergovernmental Contact (IGC) with South Dakota Public Assurance Alliance.
- h. Approve Resolution 2022-01 to Establish Wages for 2022
- i. Resolution 2022-02 Extending Workers Compensation to Specific Individuals
- j. Resolution 2022-03 Designating Special Events Recognized by the City of Deadwood for purposes of Ordinances Section 15.32.100 and 15.32.140 for 2022
- k. Permission to increase wage and allow cell phone allowance for Public Buildings employee Coltan Radensleben from \$19.21 to \$20.27 per hour effective January 4, 2022 after one year of service, which is 95% of prevailing wage.
- l. Permission to increase wage for Planning & Zoning Administrator/City Planner, Jeremy Russell, by \$15,191.76 for additional duties assigned with Parking Management, bringing total salary to \$75,000.00 effective January 2, 2022.

7. **Bid Items**

8. **Public Hearings**

- a. Hold public hearing for Mardi Gras Events: open container in zones 1 and 2 on Friday, February 25 from 5:00 p.m. to 10:00 p.m., Saturday, February 26 from noon to 10:00 p.m., street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street from 6:45 p.m. to 8:00 p.m. or until parade ends and waiver of banner fees for sponsors on Saturday, February 26, 2022.
- b. Hold public hearing for St. Patrick's Day Events: open container in zones 1 and 2 on Friday, March 18 from 5:00 p.m. to 10:00 p.m., Saturday, March 19 from noon to 10:00 p.m., street closure on Main Street from Lower Main Street at Pioneer Way to Pine Street on Saturday, March 19 from noon until parade ends, Main Street from Wall Street to Pine Street Saturday March 19 from noon to 6:00 a.m. on Sunday, March 20 and waiver of banner fees for sponsors on Saturday, March 19, 2022.

9. **Old Business**

10. **New Business**

- a. First Reading Ordinance #1348 Amending Ordinance #1328 Creating Zoning Regulations for Cannabis Establishments
- b. First Reading Ordinance #1349 Amending Chapter 5.56 the the Revised Ordinances for Creating Licensing Provisions for Medical Cannabis Establishments Including Dispensaries, Cultivation, Product Manufacturing and Testing Facilities
- c. Recommend permission to purchase and install a new compactor storage unit from Mid-America Business Solutions for the Archaeological Laboratory at a cost not exceed \$35,000.00. (Approved by HP Commission December 8, 2021)

- d. Permission to enter into contract with RCS Construction to retire two water services and install 20' by 47' concrete floor under the Days of 76 Grandstands in the amount of \$27,400.00. (To be paid from Historic Preservation Capital Assets Budget as part of Grandstands Renovation Project.)
- e. Permission to pay the 2022 leased equipment payments (attached) as indicated on lease contracts/schedules.

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

12. **Executive Session**

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

13. **Adjournment**

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

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, DECEMBER 20, 2021

The Regular Session of the Deadwood City Commission convened on Monday, December 20, 2021 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor David Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners Michael Johnson, Sharon Martinisko, Charlie Struble and Gary Todd. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Johnson moved, Struble seconded to approve the minutes of December 6, 2021. Roll Call: Aye-All. Motion carried.

APPROVAL OF DISBURSEMENTS

Commissioner Martinisko read corrections to the bill list. Martinisko moved, Struble seconded to approve the December 20, 2021 disbursements as corrected. Roll Call: Aye-All. Motion carried.

A & B BUSINESS SOLUTIONS	CONTRACT	114.12
A & B WELDING	SUPPLIES	221.02
ACE HARDWARE	SUPPLIES	176.35
ADAMS MUSEUM & HOUSE	OPERATING	95,000.00
ADAMS SALVAGE RECYCLING	SERVICE	88.99
ALBERTSON ENGINEERING	PROJECT	4,284.34
AMAZON CAPITAL	SUPPLIES	648.67
AMAZON	SERVICE	201.59
AMERICAN ENGINEERING TESTING	PROJECT	1,628.00
AMERICAN LEGION EMBLEM	SUPPLIES	1,227.70
ANFINSON, BONNY	REIMBURSEMENT	79.12
ATCO INTERNATIONAL	SUPPLIES	309.10
BADGER METER	HOSTING	49.14
BERG, DALE	MEETINGS	385.00
BH ASPHALT	PROJECT	11,221.65
BH CHEMICAL	SUPPLIES	1,552.80
BH ENERGY	SERVICE	28,555.65
BH HARLEY DAVIDSON	SERVICE	1,008.91
BH LASER DESIGNS	PROJECT	192.00
BLACK HILLS PIONEER	SERVICE	1,511.48
BH SPECIAL SERVICES	CLEANING	2,000.00
BH WINDOW CLEANING	CLEANING	1,844.75
BOOKLIST	SUBSCRIPTION	169.50
BRUCE, DAVID	MEETINGS	280.00
BRUNSON, RONDA	REIMBURSEMENT	67.99
CARMODY, ROBIN	MEETINGS	420.00
CENTURY BUSINESS PRODUCTS	CONTRACT	288.54
CHAINSAW CENTER	SUPPLIES	375.45
CHAMBERLIN ARCHITECTS	PROJECT	7,257.12
CULLIGAN	SUPPLIES	34.00
DALES TIRE	SUPPLIES	659.92
DAR, VICKI	MEETINGS	140.00
DEADWOOD CHAMBER	BILL LIST	7,514.95
DEADWOOD CHAMBER	B&B FUNDS	73,931.97
DEADWOOD ELECTRIC	SERVICE	132.65
DVFD	REIMBURSEMENT	25.00
DEMCO	SUPPLIES	940.31
DIEDE, LEO	MEETINGS	490.00
EAGLE ENTERPRISES	SUPPLIES	1,033.52
EB COMMUNICATIONS	SERVICE	8,497.74
ESO SOLUTIONS	SERVICE	716.11
FIB CREDIT CARDS	SUPPLIES	4,210.44
FIRST INTERSTATE BANK	TIF #8 & #10	2,387.27
GALLS	SUPPLIES	14.18
GAYLORD BROS.	SUPPLIES	1,506.24
GLOVER, SANDY	REIMBURSEMENT	172.40
GOLDEN WEST	SERVICE	1,747.00
GOOD CONSTRUCTION	PROJECT	21,940.03
GOODE, BONITA	REIMBURSEMENT	517.06
GRAPHIC ENTERPRISES	SUPPLIES	515.04
GUNDERSON, PALMER, NELSON	SERVICE	3,645.00
HEIMAN	SUPPLIES	152.65
HOOPLA	SUPPLIES	1,000.00
IDENTISYS	SUPPLIES	624.40
INLAND TRUCK PARTS COMPANY	SUPPLIES	85.95
IPS GROUP	SERVICE	4,266.83
JACOBS WELDING	SERVICE	235.99
KEEHN, JOSH	MEETINGS	245.00
KNECHT	SUPPLIES	3,236.19
KNECHT	GRANTS	384.95
KNIPPER, ANITA	REIMBURSEMENT	170.76
KONE CHICAGO	MAINTENANCE	502.76
LAWRENCE CO. AUDITOR	SERVICE	1,613.00
LAWRENCE CO. REGISTER	SERVICE	30.00
LE MONS, CASSIDY	REIMBURSEMENT	469.56
LEAD-DEADWOOD SANITARY	SERVICE	26,506.20
LYNN'S	SUPPLIES	220.95
M&M SANITATION	RENTAL	140.00
MAGICARD	SERVICE	496.92
MARCO	CONTRACT	178.17
MARTINISKO, JOHN	MEETINGS	210.00

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MID-AMERICAN RESEARCH	SUPPLIES	130.11
MIDCO DIVING	SERVICE	7,247.00
MIDWEST TAPE	SUPPLIES	82.71
MORSE, MARCIA E.	MORTGAGE	259.97
MS MAIL	SERVICE	1,773.89
NHS OF THE BLACK HILLS	SERVICE	3,322.50
NOVA FITNESS EQUIPMENT	TREADMILL	6,550.00
OFFICE DEPOT	SUPPLIES	60.45
PCNATION	SUPPLIES	2,265.01
PEARSON, JACI	PROEJCT	2,025.00
PETTY CASH	LIBRARY	29.00
PETTY CASH	FINANCE	100.19
PETTY CASH	HP/ZONING	74.55
PITNEY BOWES	LEASE	250.05
PLATINUM CHEMICALS	SUPPLIES	1,702.00
PLAY IT AGAIN SPORTS	SUPPLIES	5,993.03
POSEY, BEVERLY	MEETINGS	525.00
PRO-STEAM CARPET	SERVICE	200.00
QUALITY FIRST ROOFING	REIMBURSEMENT	25.00
QUIK SIGNS	SERVICE	3,019.20
QUILL	SUPPLIES	21.99
RAPID CITY PLANTSMYTH	SUPPLIES	644.93
RASMUSSEN MECHANICAL	SERVICE	245.20
RCS CONSTRUCTION	PROJECT	81,495.00
RIVERFRONT BROADCASTING	SERVICE	244.80
ROCKINGTREE LANDSCAPES	SUPPLIES	130.00
RUNNING SUPPLY	SUPPLIES	39.92
SANDER SANITATION	SERVICE	11,590.86
SANTOCHI, TREVOR	MEETINGS	455.00
SCHLOSSER CONSTRUCTION	PROJECT	6,670.00
SCOTT PETERSON MOTORS	SUPPLIES	152.60
SD COMMISSION ON GAMING	CITY SLOTS	29,829.55
SD DEPT. OF CORRECTIONS	FIREWISE	41.46
SD DEPT. OF REVENUE	TAX	2,874.78
SECO CONSTRUCTION	PROJECT	66,032.60
SIMON MATERIALS	SUPPLIES	393.57
SOUTHSIDE OIL	FUEL	15,185.52
SOUTHSIDE SERVICE	SERVICE	1,329.50
STERNHAGEN, AARON	PROJECT	2,000.00
STURDEVANT'S	SUPPLIES	851.39
TDG COMMUNICATIONS	SERVICE	550.00
THE LIBRARY STORE	SUPPLIES	428.18
THE LORD'S CUPBOARD	ALLOCATION	2,583.58
THE UPS STORE	SHIPPING	85.76
THOMSON REUTERS	SUBSCRIPTION	121.92
TRI AIR TESTING	SERVICE	209.66
TWIN CITY HARDWARE	SUPPLIES	92.47
TWIN CITY HARDWARE	GRANTS	34.13
VERIZON CONNECT	SERVICE	171.60
VERIZON CONNECT NWF	SERVICE	25.21
VIGILANT BUSINESS SOLUTION	TESTING	613.50
VISIONARY LANDSCAPING	PROJECT	4,053.79
W.S. DARLEY	SUPPLIES	2,575.20
WAGNER, KEVIN	MEETINGS	280.00
WARNE CHEMICAL	SUPPLIES	1,900.00
WEBER, JILL	MEETINGS	420.00
WHEELER LUMBER	SUPPLIES	20,336.42
WILLIAMS, ANTHONY	MEETINGS	350.00
		Total \$623,394.84

ITEMS FROM CITIZENS ON AGENDA

Years of Service

Fire Chief Rakow presented certificate to Cody Rakow for 5 years of service as a volunteer firefighter. Commission thanked him for his years of service.

CONSENT

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

- A. Permission to pay Adams Salvage and Recycling LLC in the amount of \$4,241.76 for Deadwood’s portion of the Tri-City Rubble Site annual insurance premium per contract.
- B. Removed for separate consideration in New Business.
- C. Approval to terminate lease agreement with SRK Development LLC (Hickok's Hotel) for their use of twelve (12) parking spaces in the Broadway Ramp, effective December 31, 2021.
- D. Permission for Mayor to sign the Labor Agreement for the Police Department between the City of Deadwood and Teamsters Local union No. 120
- E. Permission to increase wage of Parks Superintendent Randy Adler from \$24.98 to \$26.30 effective December 17, 2021 after two years as Superintendent. (100% of prevailing wage)

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- F. Permission to pay Good Construction for construction of a new crow's nest at Day's of 76 event center in amount of \$21,940.03 and acknowledge funds received from Day's of 76 Rodeo Committee in the amount of \$20,000.00. (To be paid from HP Capital Assets.)
- G. Permission to pay invoice #130053 from BlackStrap Inc in the amount of \$4,312.10 for 27.82 tons of road salt. (To be paid out of the Streets Supply Budget.)
- H. Winters Fat Classic, LLC requesting use of public property for Winters Fat Classic on Saturday, February 5, 2022
- I. Adopt updated Event Complex Application to include change in ticketed surcharge to \$2.00 and changes to Liquor liability section.
- J. Recommendation from Event Committee to accept the \$1.00 surcharge fee for three Event Complex applications approved prior to December 6, 2021. (SnoCross, Back When they Bucked and Monsters of Destruction.)
- K. Permission to purchase and pay Menards for a overhead door for announcers area at the Event Center crow's nest in the amount of \$3,907.98. (To be paid from 2022 HP capital assets.) 3 quotes obtained
- L. Permission to hire Robin Rhoden, Grace Rhoden, Clover Rhoden and rehire Aaron Olinger for lifeguard position at Rec Center at \$13.27 per hour effective December 27, 2021, pending pre- employment screening.
- M. Appoint Sue DeGooyer to Library Board with term January 1, 2022 thru December 31, 2025.
- N. Permission to post in-house for 5 days for Library Assistant I position at \$14.42 per hour.

PUBLIC HEARINGS

New Year's Eve Drop

Public hearing was opened at 5:06 p.m. by Mayor Ruth Jr. John Rystrom, Franklin Hotel, was available to answer questions, hearing closed.

Martinisko moved, Struble seconded to approve street closure on Main Street from Pine Street to Lee Street from 11:50 p.m. on December 31, 2021 to 12:10 a.m. on January 1, 2022 for the New Year's Eve Ball Drop at the Franklin Hotel. Roll Call: Aye-All. Motion carried.

Wine License

Public hearing was opened at 5:07 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed.

Struble moved, Todd seconded to approve Retail (on-off sale) Wine License Deadwood Miners at 137 Charles Street. Roll Call: Aye-All. Motion carried.

Set

Martinisko moved, Struble seconded to set public hearing on January 3 for Mardi Gras Events. Roll Call: Aye-All. Motion carried.

Todd moved, Struble seconded to set public hearing on January 3 for St. Patrick's Day Events. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Appoint

Struble moved, Todd seconded to reappoint John Martinisko to the Planning and Zoning Commission for new term to expire December 31, 2026. Roll Call: Aye-Johnson, Ruth, Struble, Todd. Martinisko abstained. Motion carried.

Second Reading

Finance Officer McKeown stated no changes between first and second readings. Martinisko moved, Johnson to approve second reading of Ordinance #1341 Amending Business Improvement District #9. Roll Call: Aye-All. Motion carried.

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Second Reading

Public Works Director Nelson Jr. stated no changes between first and second readings. Struble moved, Todd seconded to approve second reading of Ordinance #1342, Amending Chapter 13.04 Water Service System. Roll Call: Aye-All. Motion carried.

Second Reading

Nelson Jr. stated no changes between first and second readings. Johnson moved, Todd to approve second reading of Ordinance #1343, Amending Chapter 13.08 Sewer Service System. Roll Call: Aye-All. Motion carried.

Second Reading

McKeown spoke about the changes between first and second readings. Martinisko moved, Johnson seconded to approve second reading of Ordinance #1344, Budget Supplement. Roll Call: Aye-All. Motion carried.

Second Reading

Police Chief Mertens stated no changes between first and second readings. Struble moved, Johnson seconded to approve second reading of Ordinance #1345, Amending Chapter 5.48 Taxicabs. Roll Call: Aye-All. Motion carried.

Second Reading

Zoning Administrator Russell read a letter received from resident Karla Dower. Commissioner Martinisko thanked Dower for the letter and understands her concerns however with what the city has in place now, city needs to move forward. Todd Weber, Business Owner, questioned a vote by the public. Attorney Riggins stated anytime a zoning change is made by ordinance, vote is made by the Commission but there are procedures in place for citizens who do not agree with the changes. Discussion was held concerning locations and number of establishments. Mayor Ruth Jr. appreciates the comments received and stated the city was set with parameters given by the state and will follow the guidelines from the state. Martinisko moved, Struble to approve second reading of Ordinance #1346, Amending Title 17, Zoning. Roll Call: Aye-All. Motion carried.

Second Reading

Attorney Riggins spoke about extending moratorium to February 15, 2022. Johnson moved, Struble seconded to approve second reading of Ordinance #1347, Extending Ordinance #1336 Extending Ordinance 1327 a Temporary Ordinance regarding the Local Permit and Licensing Cultivation, Testing and Manufacturing of Medical Cannabis and Delaying Implementation of Ordinance 1329 Creating Zoning Regulations for Cannabis Establishments. Commissioner Martinisko stated this is another way city is doing due diligence on everything moving forward. Roll Call: Aye-All. Motion carried.

Boiler

Transportation and Facilities Director Kruzel explained the emergency repair for the boiler. Johnson moved, Martinisko seconded for Rasmussen Mechanical to replace boiler at Deadwood Library for an amount not to exceed \$18,000.00 with boiler and installation included. (To be paid from Public Buildings Improvement budget supplement.) Roll Call: Aye-All. Motion carried.

Resolution 2021-28

McKeown spoke about the transfers. Struble moved, Todd seconded to approve Resolution 2021-28 Interfund Cash Transfers for budget year 2021. Roll Call: Aye-All. Motion carried.

RESOLUTION 2021-28 A RESOLUTION TO MAKE THE FOLLOWING INTERFUND CASH TRANSFERS FOR THE YEAR 2021

Be it resolved by the Deadwood City Commission that the following interfund cash transfers be approved for the year 2021.

From Historic Preservation Fund (0215) to Revolving Loan Fund (0216) \$1,000,000.00 programs.

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From Historical Preservation Fund (0215) to Parking & Transportation Fund (0610) \$50,000.00 for support of trolley operational expenses.

From General Fund (Fund 0101) to Library Fund (Fund 0206) \$62,174.00 in support of operational expenses.

From Parking Ramp Fund (0610) to General Fund (0101) \$36,000.00 for parking lot maintenance.

From Bed and Booze Fund (Fund 0209) to General Fund (Fund 0101) \$72,358.00 for partial payment of utility costs.

From BID 6 Fund (0213) and BID 7 Fund (0214) and BID 9 Fund (0211) and BID 8 Fund (0212) to General Fund (0101) \$10,000.00 each for Administrative Fees. (Total of \$40,000.00)

From Main Street Ramp Fund (0611) to Parking & Transportation Fund (0610) \$4,455.78 to close inactive fund.

Dated this 20th day of December, 2021

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

Purchase

Chief Mertens spoke about the purchase. Todd moved, Struble seconded to allow police department to order budgeted 2022 Durango Pursuit from Wegner Auto Company with state bid pricing of \$35,960.00. (2022 budget item with no funds expended in 2021.) Roll Call: Aye-All. Motion carried.

Purchase

Mertens spoke about the purchase which will replace exiting terminals. Struble moved, Todd seconded to allow police department to purchase six mobile data terminals (with mounting hardware) from Keltek in an amount not to exceed \$38,515.24. (To be paid from 2022 police equipment budget.) Roll Call: Aye-All. Motion carried.

Adoption

Historic Preservation Officer Kuchenbecker stated this will complete the contract with Winter & Company which included three options, which are: widen the sidewalk on one side, or both sides narrowing the street, or reconstruct as is with no changes. The next step will be the implementation phase. Johnson moved, Martinisko seconded to adopt Main Street Master Plan and finalize contract with Winter and Company. Mayor Ruth Jr. thanked Department Heads for their work. Roll Call: Aye-All. Motion carried.

Final Plat

Russell spoke about the plat. Martinisko moved, Struble seconded to act as Board of Adjustments and approve final plat of Tract Q1 Located in a Portion of Bavarian Lode M.S. 1054 Situated in the SE ¼ of Section 14, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota. Approved by the Deadwood Planning and Zoning Commission on December 15, 2021. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- A. Raffle permit received from Deadwood Lead 76ers Swim Team. Drawing will be held January 9, 2022. No action approves.
- B. Raffle permit received from SD Association of Plumbing Heating Cooling Contractors. Drawing will be held February 24, 2022. No action approves.

ADJOURNMENT

Struble moved, Martinisko seconded to adjourn the regular session at 5:43 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3) with possible action. The next regular meeting will be on Monday, January 3, 2022.

REGULAR MEETING, DECEMBER 20, 2021

After coming out of executive session at 5:48 p.m., Martinisko moved, Todd seconded to adjourn.

ATTEST: DATE: _____

Jessica McKeown, Finance Officer

BY: _____
David Ruth Jr., Mayor

Published once at the total approximate cost of _____

PACKET: 05608 01/04/22 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3309	THE LORD'S CUPBOARD					
		I-12/21/21	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	72.67
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	72.67
01-0361	SD PUBLIC ASSURANCE ALL					
		I-28075	101-4111-421	INSURANCE ADD INS-2022 FREIGHTINER TRK	000000	1,647.81
01-3343	L.L. BEAN, INC.					
		I-9076355576	101-4111-422-01	PROF. SERV. S YRS OF SERVICE LOGOS	000000	180.00
				DEPARTMENT 111 COMMISSION	TOTAL:	1,827.81
01-0433	WELLMARK BLUE CROSS BLU					
		I-010122	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,421.16
01-1171	A & B BUSINESS SOLUTION					
		I-IN903367	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	108.67
01-2160	CRAMER MARKETING					
		I-38381	101-4142-426	SUPPLIES HEALTHCARE FORMS - FINANCE	000000	122.86
01-3343	L.L. BEAN, INC.					
		I-9076355576	101-4142-426	SUPPLIES SERVICE AWARDS	000000	78.04
01-3877	MUTUAL OF OMAHA					
		I-001294071005	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	66.92
01-4711	AMAZON CAPITAL SERVICES					
		I-1MN9-V3NF-3LMQ	101-4142-426	SUPPLIES STRG BXES, CRTRDGS, CALENDRS-FIN	000000	586.25
				DEPARTMENT 142 FINANCE	TOTAL:	3,383.90
01-0433	WELLMARK BLUE CROSS BLU					
		I-010122	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,307.92
01-0551	MENARD'S					
		I-20459	101-4192-434	MACHINERY/EQU CBNT KIT-AIR HOSE-5 TIER-OIL/P	000000	1,713.93
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 12/21/21	101-4192-428-17	UTILITIES - D GAYVILLE 170 BLACKTAIL	000000	55.14
		I-NAT GAS 12/21/21	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	616.43
		I-NAT GAS 12/21/21	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	535.27
		I-NAT GAS 12/21/21	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	440.83
		I-NAT GAS 12/21/21	101-4192-428-04	UTILITIES - C CITY HALL	000000	1,109.24
		I-NAT GAS 12/21/21	101-4192-428-07	UTILITIES - F FIRE HALL	000000	710.01

PACKET: 05608 01/04/22 COMBINED
 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
01-0553	MONTANA DAKOTA UTILITIE	continued				
	I-NAT GAS 12/21/21	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	341.95	
	I-NAT GAS 12/21/21	101-4192-428-09	UTILITIES - H HARCC	000000	368.16	
	I-NAT GAS 12/21/21	101-4192-428-10	UTILITIES - L LIBRARY	000000	548.84	
	I-NAT GAS 12/21/21	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	279.27	
	I-NAT GAS 12/21/21	101-4192-428-13	UTILITIES - R RECREATION CENTER	000000	6,268.23	
	I-NAT GAS 12/21/21	101-4192-428-14	UTILITIES - S CITY SHOP PUBLIC WORKS	000000	695.24	
	I-NAT GAS 12/21/21	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	333.78	
	I-NAT GAS 12/21/21	101-4192-428-19	UTILITIES - G PLUMA PARK 418 CLIFF ST	000000	75.37	
	I-NAT GAS 12/21/21	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	950.63	
	I-NAT GAS 12/21/21	101-4192-428-24	UTILITIES - O 703 MAIN OUTLAW SQUARE	000000	547.56	
01-0578	TWIN CITY HARDWARE & LU					
	I-2111-166852	101-4192-425-24	REPAIRS - OUT DBL POLE THERMOSTAT/OSQ	000000	28.99	
	I-2111-166876	101-4192-425-24	REPAIRS - OUT 16X20X2 FURNACE FILTER/OSQ	000000	3.29	
	I-2111-166895	101-4192-426	SUPPLIES 4" FLAT NOSE PLIERS/PUB BLDGS	000000	8.99	
	I-2111-166952	101-4192-425-17	REPAIRS-DAYS (4) LED BULB T8 G13 5/DAYS MUS	000000	67.96	
	I-2111-166987	101-4192-425-24	REPAIRS - OUT PRIMER-HINGE-SAFETY HASP/OSQ	000000	19.47	
	I-2112-167424	101-4192-425-10	REPAIRS - LIB (2) LED TR-WW LIGHT SET/LIBRAR	000000	79.98	
	I-2112-167475	101-4192-425-10	REPAIRS - LIB EXT CORD-POWER STRIP/LIBRARY	000000	15.48	
	I-2112-167562	101-4192-425-03	REPAIRS - BAL 40 GAL ELECTRIC WATER HEATER/P	000000	449.99	
	I-2112-167638	101-4192-425-17	REPAIRS-DAYS LED BULB T8 G13 5/DAYS MUS	000000	16.99	
	I-2112-168076	101-4192-425-17	REPAIRS-DAYS 8 PKS C ALKALINE BATTERY/DAYS	000000	47.97	
	I-2112-168181	101-4192-425-04	REPAIRS - CIT BRACKET-2 PORT WALL PLATE/CITY	000000	8.97	
	I-2112-168379	101-4192-425-02	REPAIRS - ADA (2) 3 V CAM BATTERY/ADAMS MUS	000000	29.98	
	I-2112-168428	101-4192-426	SUPPLIES 4 PK AA ALKALINE BATTERY/PB	000000	5.79	
	I-2112-168813	101-4192-426	SUPPLIES TALLY COUNTER-MULTI TESTER/PB	000000	41.98	
	I-2112-168818	101-4192-426	SUPPLIES ELECTRICAL TAPE/PUB BLDGS	000000	1.39	
	I-2112-168933	101-4192-434	MACHINERY/EQU BLUE EXT CORD/PUBLIC BLDGS	000000	44.99	
	I-2112-169246	101-4192-426	SUPPLIES 8 PK AA ALKALINE BATTERIES/PB	000000	9.29	
	I-2112-169246	101-4192-426	SUPPLIES 8 PK AA ALKALINE BATTERIES/PB	000000	0.00	
	I-2112-169322	101-4192-426-10	SUPPLIES - LI (2) CERAMIC TOWER HEATERS/LIBR	000000	155.98	
	I-2112-169386	101-4192-425-17	REPAIRS-DAYS SCOTH BRITE PADS/DAYS MUS	000000	13.45	
	I-2112-169478	101-4192-426	SUPPLIES MULTI BIT SCREWDRIVER/PB	000000	19.99	
	I-2112-169975	101-4192-425-13	REPAIRS - REC FERRULES-STOPS-CABLE-FASTEN/RE	000000	14.21	
	I-2112-170009	101-4192-425-13	REPAIRS - REC 30 FT CTD CABLE/REC CENTER	000000	26.70	
	I-2112-170024	101-4192-425-13	REPAIRS - REC WIRE ROPE THIMBLE/REC CENTER	000000	1.49	
	I-2112-170061	101-4192-425-24	REPAIRS - OUT KICKDOWN DOOR STOP/OUTLAW SQ	000000	8.99	
	I-2112-170143	101-4192-425-10	REPAIRS - LIB (2) 390 1.5V WA BATTERY/LIBRAR	000000	9.98	
	I-2112-170196	101-4192-425-10	REPAIRS - LIB 10 OZ PLUMBING GREASE/LIBRARY	000000	3.49	
	I-2112-170209	101-4192-425-10	REPAIRS - LIB O RING-HEX KEY-FILE SET/LIBRAR	000000	16.35	
	I-2112-170231	101-4192-425-10	REPAIRS - LIB LG PICT HANG STRIP/LIBRARY	000000	17.98	
01-0682	PITNEY BOWES INC					
	I-12/22/21	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	300.00	
01-1502	BLACK HILLS CHEMICAL					
	I-214803	101-4192-426	SUPPLIES SHINE FL FINISH-MOP HEAD/PUB B	000000	144.25	

PACKET: 05608 01/04/22 COMBINED
 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
01-1725	QUILL CORPORATION					
		I-21752944	101-4192-426	SUPPLIES OPEN TOP FILE/STREETS	000000	27.99
01-3094	BOMGAARS					
		I-STMT 12/16/21	101-4192-434	MACHINERY/EQU COMPOUND MITER SAW/PB	000000	399.99
		I-STMT 12/16/21	101-4192-434	MACHINERY/EQU AIR COMPRESSOR-KIT/PB	000000	626.97
01-3343	L.L. BEAN, INC.					
		I-9076355576	101-4192-426	SUPPLIES SERVICE AWARDS	000000	49.01
01-3506	ALSCO					
		I-LCAS1450410	101-4192-422-15	PROFESSIONAL MOPS-MATS-TOWELS-BAGS/TROLLEY	000000	93.41
		I-LCAS1450411	101-4192-422-14	PROFESSIONAL MOPS-MATS-TOWELS-BAGS/STRTS	000000	139.03
		I-LCAS1450412	101-4192-422-11	PROFESSIONAL MATS-MOPS-BAGS-TOWELS/PARKS	000000	55.75
		I-LCAS1450413	101-4192-422-10	PROFESSIONAL TOWELS-BAGS/LIBRARY	000000	22.00
		I-LCAS1450414	101-4192-422-08	PROFESSIONAL- MATS-MOPS-TOWELS-BAGS/HISTORY	000000	99.16
		I-LCAS1450415	101-4192-422-07	PROFESSIONAL BAGS-MOPS-MATS-TOWELS/FIRE HAL	000000	36.96
		I-LCAS1450417	101-4192-422-21	PROFESSIONAL MATS/WELCOME CENTER	000000	58.42
		I-LCAS1452870	101-4192-422-15	PROFESSIONAL MOPS-MATS-TOWELS-BAGS/TROLLEY	000000	93.41
		I-LCAS1452872	101-4192-422-11	PROFESSIONAL TOWEL-MATS-MOP-BAGS/PARKS	000000	51.55
		I-LCAS1452873	101-4192-422-10	PROFESSIONAL TOWELS0-BAGS/LIBRARY	000000	22.00
		I-LCAS1452874	101-4192-422-08	PROFESSIONAL- TOWELS-MATS-MOPS-BAGS/HISTORY	000000	97.40
		I-LCAS1452875	101-4192-422-07	PROFESSIONAL TOWEL-MATS-MOPS-BAGS/FIRE HALL	000000	36.96
		I-LCAS1452876	101-4192-422-04	PROFESSIONAL MOPS-MATS-TOWELS-BAGS/CITY HAL	000000	188.35
		I-LCAS1452877	101-4192-422-21	PROFESSIONAL MATS/WELCOME CENTER	000000	58.42
		I-LCAS450416	101-4192-422-04	PROFESSIONAL BAGS-MATS-MOPS-TOWELS/CITYHALL	000000	190.47
		I-LCAS871	101-4192-422-14	PROFESSIONAL MOPS -MATS-TOWEL-BAGS/STRTS	000000	138.36
01-3685	BLACK HILLS SECURITY &					
		I-ALARMS 1ST QT 2022	101-4192-422-10	PROFESSIONAL W-3046 LIBRARY / R254441	000000	179.85
		I-ALARMS 1ST QT 2022	101-4192-422-08	PROFESSIONAL- W-5489 INFO CENTER / R254449	000000	104.85
		I-ALARMS 1ST QT 2022	101-4192-422-06	PROFESSIONAL- W-5501 RODEO / R254437	000000	104.85
		I-ALARMS 1ST QT 2022	101-4192-422-06	PROFESSIONAL- W-5504 RODEO / R254436	000000	104.85
		I-ALARMS 1ST QT 2022	101-4192-422-21	PROFESSIONAL W-5513 WELCOME / R254445	000000	104.85
		I-ALARMS 1ST QT 2022	101-4192-422-02	PROFESSIONAL W-2002 ADAMS MUSEUM / R254418	000000	89.85
		I-ALARMS 1ST QT 2022	101-4192-422-04	PROFESSIONAL W-2024 CITY HALL / R254446	000000	134.85
		I-ALARMS 1ST QT 2022	101-4192-422-21	PROFESSIONAL W-2048 WELCOME / R254444	000000	134.85
		I-ALARMS 1ST QT 2022	101-4192-422-17	PROFESSIONAL- W-2062 DAYS OF 76 / R254434	000000	134.85
		I-ALARMS 1ST QT 2022	101-4192-422-17	PROFESSIONAL- W-2063 DAYS OF 76 / R254435	000000	149.85
		I-ALARMS 1ST QT 2022	101-4192-422-09	PROFESSIONAL W-2064 HARCC / R254439	000000	134.85
		I-ALARMS 1ST QT 2022	101-4192-422-09	PROFESSIONAL W-2065 HARCC / R254440	000000	149.85
		I-ALARMS 1ST QT 2022	101-4192-422-02	PROFESSIONAL W-2066 ADAMS MUSEUM / R254419	000000	134.85
		I-ALARMS 1ST QT 2022	101-4192-422-02	PROFESSIONAL W-2067 ADAMS MUSEUM / R254417	000000	149.85
		I-ALARMS 1ST QT 2022	101-4192-422-01	PROFESSIONAL W-2074 ADAMS HOUSE / R254416	000000	149.85
		I-ALARMS 1ST QT 2022	101-4192-422-04	PROFESSIONAL W-2893 CITY HALL / R254447	000000	179.85
		I-ALARMS 1ST QT 2022	101-4192-422-04	PROFESSIONAL W-3042 CITY HALL WTR / R254448	000000	124.29
		I-ALARMS 1ST QT 2022	101-4192-422-24	PROFESSIONAL W-3058 OUTLAW SQUARE / R254442	000000	179.85
		I-P112758	101-4192-425-04	REPAIRS - CIT CONNECT SDN ROOM PANEL/CITY	000000	242.35

PACKET: 05608 01/04/22 COMBINED

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
01-3838	VAST BROADBAND					
		I-TELEPHONE 12/14/21	101-4192-428	UTILITIES PARKING RAMP	000000	142.99
		I-TELEPHONE 12/14/21	101-4192-428-04	UTILITIES - C CITY HALL INTERNET	000000	50.50
		I-TELEPHONE 12/14/21	101-4192-428-04	UTILITIES - C CITY HALL TELEPHONE	000000	1,322.36
		I-TELEPHONE 12/14/21	101-4192-428-07	UTILITIES - F FIRE HALL	000000	283.07
		I-TELEPHONE 12/14/21	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	228.33
		I-TELEPHONE 12/14/21	101-4192-428-10	UTILITIES - L LIBRARY	000000	746.87
		I-TELEPHONE 12/14/21	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	269.36
		I-TELEPHONE 12/14/21	101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	90.00
		I-TELEPHONE 12/14/21	101-4192-428-14	UTILITIES - S STREET SHOP	000000	45.38
		I-TELEPHONE 12/14/21	101-4192-428-17	UTILITIES - D DAYS OF '76 MUSEUM	000000	137.57
		I-TELEPHONE 12/14/21	101-4192-428-19	UTILITIES - G GATEWAY VISITORS CENTER	000000	79.99
01-3877	MUTUAL OF OMAHA					
		I-001294071005	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	22.28
01-3977	ACE HARDWARE OF LEAD					
		I-024080	101-4192-426-10	SUPPLIES - LI CERAMIC TOWER HEATER/LIBRARY	000000	62.99
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	30,168.55
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-12367278	101-4193-434	MACHINERY/EQU HP PRODESK 600-MONITOR/IT PB	000000	1,506.75
		I-391784	101-4193-434	MACHINERY/EQU HP PRODESK 600G6 DESKTOP/IT PW	000000	1,033.23
		I-391785	101-4193-434	MACHINERY/EQU HP PRODESK COMPUTER- POLICE	000000	1,033.23
		I-391787	101-4193-434	MACHINERY/EQU HP PROBOOK LAPTOP - FINANCE	000000	1,079.02
01-4711	AMAZON CAPITAL SERVICES					
		I-19JD-91X3-D63J	101-4193-426	SUPPLIES DISPLAY PORT TO VGA/IT	000000	28.48
				DEPARTMENT 193 COMPUTER SERVICE	TOTAL:	4,680.71
01-0433	WELLMARK BLUE CROSS BLU					
		I-010122	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	19,032.73
01-0578	TWIN CITY HARDWARE & LU					
		I-2111-167108	101-4210-426	SUPPLIES 16 PK AA ALKALINE BATTERIES-PD	000000	15.99
01-1725	QUILL CORPORATION					
		I-21773142	101-4210-426	SUPPLIES MEMO BOOKS - POLICE	000000	15.94
		I-21784126	101-4210-426	SUPPLIES OFFICE SUPPLIES - POLICE	000000	212.91
01-1826	FIRST NET					
		I-91844X12232021	101-4210-422	PROFESSIONAL MDT POLICE CARS - NOVEMBER	000000	160.16
01-3343	L.L. BEAN, INC.					
		I-9076355576	101-4210-426	SUPPLIES SERVICE AWARDS	000000	333.84

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 PACKET: 05608 01/04/22 COMBINED
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 210 POLICE
 BUDGET TO USE: CB-CURRENT BUDGET

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3855	PAPOUSEK, SONYA					
		I-12-20-21	101-4210-427	TRAVEL FUEL EXP-CIT TRAINING/ABERDEEN	000000	73.00
01-3877	MUTUAL OF OMAHA					
		I-001294071005	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	74.25
01-4542	LAKOTA CONTRACTING, INC					
		I-4521	101-4210-426	SUPPLIES UNIFORM TACLITE PANTS - POLICE	000000	47.95
01-4892	MCPHEETERS, AARON					
		I-12/17/21	101-4210-427	TRAVEL FUEL EXP-CIT TRAINING/ABERDEEN	000000	72.93
01-4893	RAMKOTA HOTEL					
		I-265023	101-4210-427	TRAVEL LODGING-MCPHEETERS-CIT TRNING	000000	385.00
		I-265024	101-4210-427	TRAVEL LODGING - PAPOUSEK-CIT TRNING	000000	385.00
				DEPARTMENT 210 POLICE	TOTAL:	20,809.70
01-2685	CREATIVE PRODUCT SOURCI					
		I-143203	101-4211-426	5TH GRADE DAR TEE SHIRTS - 5TH GRADE DARE	000000	585.00
				DEPARTMENT 211 DARE 5TH GRADE	TOTAL:	585.00
		I-143202	101-4212-426	7TH GRADE DAR TEE SHIRTS - 7TH GRADE DARE	000000	372.18
				DEPARTMENT 212 DARE 7TH GRADE	TOTAL:	372.18
01-0433	WELLMARK BLUE CROSS BLU					
		I-010122	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,176.08
01-0551	MENARD'S					
		I-20482	101-4221-425	REPAIRS 50' CABLE,LUG,BRKRS,PLUG-FIRE	000000	203.16
01-0578	TWIN CITY HARDWARE & LU					
		I-2112-169072	101-4221-425	REPAIRS SUPER STRIP,WALL STRIPPER-FIRE	000000	54.97
		I-2112-169617	101-4221-426	SUPPLIES KICKDOWN & DOOR STOPS - FIRE	000000	33.57
		I-2112-169669	101-4221-426	SUPPLIES ACRYLIC FLOOR WAX - FIRE	000000	45.98
01-1171	A & B BUSINESS SOLUTION					
		I-IN902616	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	74.18
01-1306	SD FIREFIGHTERS ASSN.					
		I-4266	101-4221-422	PROFESSIONAL 2022 MEMBERSHIP DUES	000000	525.00
01-2473	SD DEPT. OF CORRECTIONS					
		I-C18D2239	101-4221-422-01	PROFESSIONAL FIRE SUPPRESSION WORK/FIREWISE	000000	541.43

PACKET: 05608 01/04/22 COMBINED

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
01-2594	DEADWOOD FIRE DEPARTMEN					
		I-11-29-21	101-4221-434	MACHINERY/EQU REIMBS.FOR WIRELESS MOUSE	000000	21.24
01-3877	MUTUAL OF OMAHA					
		I-001294071005	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	3.22
01-4821	MACQUEEN EMERGENCY					
		I-W00732	101-4221-425	REPAIRS REBUILT VALVE & INSTALLED-FIRE	000000	712.20
		I-W00733	101-4221-425	REPAIRS RMVD/REBUILT PUMP VALVE - FIRE	000000	1,564.83
01-4891	BOND, MELANIE					
		I-12-23-21	101-4221-427	TRAVEL TRAVEL EXP-SDFI CLASS/PIERRE	000000	358.42
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 5,314.28
01-0433	WELLMARK BLUE CROSS BLU					
		I-010122	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,088.90
01-1003	VERIZON WIRELESS					
		I-9894775641	101-4232-422	PROFESSIONAL BLDG INSPECTOR TABLET	000000	26.97
01-3877	MUTUAL OF OMAHA					
		I-001294071005	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	4.93
01-4326	IWORQ					
		I-196644	101-4232-422	PROFESSIONAL ENT MGMT-CONTRACT LICENSING/BI	000000	2,150.00
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 3,270.80
01-0186	ALPINE IMPRESSIONS					
		I-21203	101-4310-422	PROFESSIONAL EMBROIDERY JIM LEE/STREETS	000000	25.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-010122	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	7,611.08
01-0578	TWIN CITY HARDWARE & LU					
		I-2111-167001	101-4310-426	SUPPLIES 5 AMP COMM FUSE-3A FUSE/STREET	000000	13.96
		I-2112-167381	101-4310-426	SUPPLIES FASTENERS/STREETS	000000	4.38
		I-2112-167558	101-4310-426	SUPPLIES GRINDER-60# CONCRETE MIX/STRTS	000000	119.95
		I-2112-167625	101-4310-426	SUPPLIES (3) WIRE ROPE CLIP/STREET	000000	5.97
		I-2112-168077	101-4310-426	SUPPLIES (8) LAMPHOLDER SOCKETS/STRTS	000000	95.92
		I-2112-168103	101-4310-426	SUPPLIES 45 IN BLACK PIPE/STREETS	000000	14.40
		I-2112-168824	101-4310-426	SUPPLIES ZIPLOCK FREEZER BAG/STRTS	000000	4.49
		I-2112-168897	101-4310-426	SUPPLIES 40 LB X CRS SOFTENER SALT/STRT	000000	33.95
		I-2112-168914	101-4310-426	SUPPLIES EYEWEAR-DIABLO BLADE/STRTS	000000	40.97
		I-2112-168932	101-4310-426	SUPPLIES 10 PK 14-6 AWG CONNECTOR/STRTS	000000	6.99
		I-2112-169009	101-4310-426	SUPPLIES 6" DIAGONAL CUT PLIERS/STRTS	000000	6.49

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PACKET: 05608 01/04/22 COMBINED

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BUDGET TO USE: CB-CURRENT BUDGET

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BANK: FNBAP

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-2112-169239	101-4310-426	SUPPLIES J BOLT-PRIMER-SPRAY PAINT/STRT	000000	27.59
		I-2112-169460	101-4310-426	SUPPLIES BLACK PIPE-SD FLT-COUPLING/STR	000000	25.52
		I-2112-169861	101-4310-426	SUPPLIES EXTREME FUBAR-WRECKER/STRTS	000000	199.98
		I-2112-170007	101-4310-426	SUPPLIES #1-#2 PHILLIPS BIT/STREETS	000000	9.96
01-0782	JACOBS PRECISION WELDIN					
		I-28723	101-4310-426	SUPPLIES 3/4" HR ROUND X 48"/STREETS	000000	5.56
01-1003	VERIZON WIRELESS					
		I-9894775641	101-4310-422	PROFESSIONAL ON CALL PHONE/STREETS	000000	24.79
01-1171	A & B BUSINESS SOLUTION					
		I-IN902619	101-4310-426	SUPPLIES CONTRACT BASE RATE/STREETS	000000	72.81
01-1374	BUTLER MACHINERY COMPAN					
		I-06W00190496	101-4310-422	PROFESSIONAL REPAIR QUICK COUPLER/STREETS	000000	420.00
01-1500	A & B WELDING					
		I-01042765	101-4310-426	SUPPLIES 5 YR RENEW OXYGEN-ACET/STRTS	000000	103.87
01-1725	QUILL CORPORATION					
		I-21752960	101-4310-426	SUPPLIES 10X12 EXPANDING FILE/STREETS	000000	20.99
01-3094	BOMGAARS					
		I-STMT 12/16/21	101-4310-426	SUPPLIES CASTERS/STREETS	000000	95.92
01-3438	BLACKSTRAP, INC.					
		I-130053	101-4310-426	SUPPLIES 27.82 TON BLACKSLICER/STREETS	000000	4,312.10
01-3563	JANKE AND SONS TRUCKING					
		I-12/2/21 SPRING ST	101-4310-422	PROFESSIONAL HAULING BASE SPRING ST JOB/STR	000000	640.54
01-3836	MID-AMERICAN RESEARCH C					
		I-0750583-IN	101-4310-426	SUPPLIES PROGUARD PLUS-LUBRICANT/STRTS	000000	447.25
01-3877	MUTUAL OF OMAHA					
		I-001294071005	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	31.35
01-4326	IWORQ					
		I-196657	101-4310-422	PROFESSIONAL INTERNET FLEET MGMT 2022/STRT	000000	1,950.00
01-4631	CAPFIRST EQUIPMENT FINA					
		I-17534	101-4310-434	MACHINERY/EQU CONTRACT PYMT/918 LOADER	000000	19,072.34
		I-17534	101-4310-434	MACHINERY/EQU CONTRACT PYMT/CAT SKIDSTEER	000000	5,261.42
				DEPARTMENT 310 STREETS	TOTAL:	40,705.54

PACKET: 05608 01/04/22 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 101 GENERAL FUND

DEPARTMENT: 320 SANITATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3956	ADAMS SALVAGE RECYCLING					
		I-2022 INS PREMIUM	101-4320-422	PROFESSIONAL 2022 INSURANCE PREM REIMBURSE	000000	4,241.76
				DEPARTMENT 320 SANITATION	TOTAL:	4,241.76
01-0433	WELLMARK BLUE CROSS BLU					
		I-010122	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,842.46
01-0578	TWIN CITY HARDWARE & LU					
		I-2111-166865	101-4520-426	SUPPLIES OUTDOOR TIMER/PARKS	000000	19.99
		I-2112-167386	101-4520-426	SUPPLIES (4) BLACK SPRAY PAINT/PARKS	000000	23.96
		I-2112-167422	101-4520-426	SUPPLIES 6" PRUNING SAW KIT/PARKS	000000	269.99
		I-2112-167573	101-4520-426	SUPPLIES (2) GALV COUPLING/PARKS	000000	5.98
		I-2112-167871	101-4520-426	SUPPLIES (4) CORNER BRACE/PARKS	000000	13.96
		I-2112-168131	101-4520-426	SUPPLIES (2) GAP FILR FM SEALANT/PARKS	000000	15.58
		I-2112-168199	101-4520-426	SUPPLIES FASTENERS/PARKS	000000	4.76
		I-2112-169175	101-4520-426	SUPPLIES J BOLT-FASTENERS/PARKS	000000	32.77
		I-2112-169269	101-4520-426	SUPPLIES BLUE-YELLOW STG BIN-PEG HOOK/P	000000	101.90
		I-2112-169453	101-4520-426	SUPPLIES BLUE STG BIN-TOOL ORGANIZER/PR	000000	37.98
		I-2112-169550	101-4520-426	SUPPLIES BRN DUPLEX WALL PLATE/PARKS	000000	1.99
		I-2112-169868	101-4520-426	SUPPLIES (4) 30' POLLY PUSHER/PARKS	000000	139.96
		I-2112-170012	101-4520-426	SUPPLIES (3) ORANGE SPRAY PAINT/PARKS	000000	17.97
		I-2112-170067	101-4520-426	SUPPLIES GALV SPRAY COMPOUND/PARKS	000000	9.99
		I-2112-170154	101-4520-426	SUPPLIES ALUM PRO SPRAY PAINT/PARKS	000000	7.79
		I-2112-170233	101-4520-426	SUPPLIES HYBRID HOSE REEL/PARKS	000000	79.99
		I-2112-170236	101-4520-426	SUPPLIES BLACK PIPE-THREADS-COUPLING/PR	000000	37.05
		I-2112-170302	101-4520-426	SUPPLIES BUSHING-BALL VALVE-COUPLR/PRKS	000000	32.67
		I-2112-170307	101-4520-426	SUPPLIES BLACK BUSHING/PARKS	000000	2.49
01-0988	CARROT-TOP INDUSTRIES I					
		I-SO51973235	101-4520-426	SUPPLIES (3) NYLON US FLAG 6X10/PARKS	000000	286.81
01-1003	VERIZON WIRELESS					
		I-9894775641	101-4520-422	PROFESSIONAL ON CALL PHONE/PARKS	000000	24.79
01-1171	A & B BUSINESS SOLUTION					
		I-IN902620	101-4520-426	SUPPLIES CONTRACT BASE RATE/PARKS	000000	136.60
01-1827	MS MAIL & MARKETING					
		I-12754	101-4520-426	SUPPLIES BUSINESS CARDS B NELSON-2021	000000	40.00
01-2069	BARCO PRODUCTS					
		I-INVRCO21452	101-4520-426	SUPPLIES (2) A FRAME PICNIC TABLES/PARK	000000	2,202.75
01-3094	BOMGAARS					
		I-STMT 12/16/21	101-4520-426	SUPPLIES STORAGE BINS SETS/PARKS	000000	19.98
01-3343	L.L. BEAN, INC.					

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PACKET: 05608 01/04/22 COMBINED
VENDOR SET: 01
FUND : 101 GENERAL FUND
DEPARTMENT: 520 PARKS
BUDGET TO USE: CB-CURRENT BUDGET

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BANK: FNBAP

Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3343	L.L. BEAN, INC.		continued			
		I-9076355576	101-4520-426	SUPPLIES SERVICE AWARDS	000000	158.94
01-3877	MUTUAL OF OMAHA					
		I-001294071005	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	31.35
01-4345	ULINE					
		I-142824096	101-4520-434	MACHINERY/EQU BLUE BIN STG CABINET KIT/PARKS	000000	1,571.82
01-4669	KUBOTA LEASING					
		I-5185862	101-4520-434	MACHINERY/EQU CONT LEASE QTRLY PYMT/SKIDSTEE	000000	1,504.00
			DEPARTMENT 520	PARKS	TOTAL:	12,676.27
01-0433	WELLMARK BLUE CROSS BLU					
		I-010122	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,750.43
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-12367224	101-4640-426	SUPPLIES HP PROBOOK 650 G8 NOTEBOOK/P&Z	000000	1,695.91
01-1827	MS MAIL & MARKETING					
		I-12754	101-4640-426	SUPPLIES BUSINESS CARDS J RUSSELL-2021	000000	40.00
01-3343	L.L. BEAN, INC.					
		I-9076355576	101-4640-426	SUPPLIES SERVICE AWARDS	000000	68.04
01-3877	MUTUAL OF OMAHA					
		I-001294071005	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	7.43
			DEPARTMENT 640	PLANNING AND ZONING	TOTAL:	3,561.81
			FUND	101	GENERAL FUND	TOTAL: 131,670.98

PACKET: 05608 01/04/22 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0157	MICROMARKETING LLC					
		I-487825	206-4550-434	COLLECTION DE LARGE PRINT BOOKS - LIBRARY	000000	216.27
01-0433	WELLMARK BLUE CROSS BLU					
		I-010122	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	586.54
01-0578	TWIN CITY HARDWARE & LU					
		I-2112-167310	206-4550-426	SUPPLIES 2-20' LED LIGHT SETS - LIBRARY	000000	79.98
01-1171	A & B BUSINESS SOLUTION					
		I-IN902895	206-4550-422	PROFESSIONAL COPIER CONTRACT - LIBRARY	000000	57.36
01-1562	MIDWEST TAPE					
		I-501394579	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	31.99
		I-501394681	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	22.99
		I-5014232872	206-4550-434	COLLECTION DE DVD - LIBRARY	000000	26.24
01-3877	MUTUAL OF OMAHA					
		I-001294071005	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	3.22
01-4711	AMAZON CAPITAL SERVICES					
		I-11C7-MN6X-JL4Q	206-4550-434	COLLECTION DE DVDs - LIBRARY	000000	140.76
		I-11C7-MN6X-JL4Q	206-4550-434	COLLECTION DE BOOKS - LIBRARY	000000	205.69
		I-11C7-MN6X-JL4Q	206-4550-426	SUPPLIES DESK CALENDAR - LIBRARY	000000	12.93
		I-1LCH-CDDP-VMWH	206-4550-434	COLLECTION DE CHILDREN'S BOOK - LIBRARY	000000	16.77
		I-1NQ9-GNGJ-K4H7	206-4550-429	TECHNOLOGY/HO PRINTER TONER - LIBRARY	000000	541.66
		I-1NQ9-GNGJ-K4H7	206-4550-434	COLLECTION DE BOOK - LIBRARY	000000	12.74
01-4723	MOUNTAIN PLAINS LIBRARY					
		I-121521	206-4550-422	PROFESSIONAL MEMBERSHIP RENEWAL - LIBRARY	000000	65.00
DEPARTMENT 550 LIBRARY						TOTAL: 2,020.14
FUND 206 LIBRARY FUND						TOTAL: 2,020.14

PACKET: 05608 01/04/22 COMBINED
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
01-0186	ALPINE IMPRESSIONS					
		I-21193	209-4510-426	SUPPLIES CLOTHING-T SHIRTS-LOGOS/REC	000000	1,789.00
01-0251	RECREATION SUPPLY COMPA					
		I-448480	209-4510-426	SUPPLIES EXOTUBE-HIP PACK-BUOY-MASK/REC	000000	748.52
		I-724565	209-4510-426	SUPPLIES (12) FOX 40 WHISTLE-LANYARDS/R	000000	71.31
01-0433	WELLMARK BLUE CROSS BLU					
		I-010122	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,759.62
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-391781	209-4510-434	MACHINERY/EQU (2) HP 255G8 15.6 NOTEBOOK/REC	000000	1,146.94
01-0578	TWIN CITY HARDWARE & LU					
		I-2111-166855	209-4510-426	SUPPLIES BLEACH-CLEANER-DETERGENT/REC	000000	26.96
		I-2112-167870	209-4510-426	SUPPLIES SURGERY GLUE-ADHESIVE/REC CENT	000000	10.98
01-2645	HAWKINS INC					
		I-6085674	209-4510-426	SUPPLIES DELDRUM-AZONE-ACID-FREIGHT/REC	000000	1,029.45
01-3506	ALSCO					
		I-LCAS1451859	209-4510-422	PROFESSIONAL MATS/REC CENTER	000000	123.95
01-3877	MUTUAL OF OMAHA					
		I-001294071005	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	18.07
01-4711	AMAZON CAPITAL SERVICES					
		C-1J7D-CW4Q-W7JT	209-4510-426	SUPPLIES DISP SWIM DIAPERS MED/REC CEN	000000	12.98-
		I-1CQR-QHM6-WLKY	209-4510-426	SUPPLIES SWIM DIAPERS MED/REC CENTER	000000	8.97
01-4890	ENERSPECT MEDICAL SOLUT					
		I-5416	209-4510-426	SUPPLIES RESUS MASKS-ADULT-CHILD/REC	000000	77.43
DEPARTMENT 510 REC CENTER						TOTAL: 6,798.22
FUND 209 BED & BOOZE FUND						TOTAL: 6,798.22

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PACKET: 05608 01/04/22 COMBINED

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BUDGET TO USE: CB-CURRENT BUDGET

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Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-120321HP	215-4572-210	VISITOR MGMT BILL LIST DEC 8, 2021 2021	000000	98,220.48
		I-121721HP	215-4572-210	VISITOR MGMT BILL LIST DEC 22, 2021 2021	000000	4,074.96
01-3841	SIOUXLAND HERITAGE MUSE					
		I-12675	215-4572-235	VISITOR MGMT MT MORIAH TRAVELING EXHBT '21	000000	4,438.52
				DEPARTMENT 572 HP VISITOR MGMT AND INFOR	TOTAL:	106,733.96
01-1879	CONRAD'S BIG "C" SIGNS,					
		I-51343	215-4573-335	HIST. INTERP. ROUTED WD PANEL-ARCHIVES 2021	000000	195.00
01-3060	QUIK SIGNS					
		I-35771	215-4573-335	HIST. INTERP. LRG FREIGHT HAULER - ARCHV '21	000000	513.00
01-3446	GRAPHIC ENTERPRISES, IN					
		C-21CM76782	215-4573-335	HIST. INTERP. TAX REFND INV 21AR1142627 2021	000000	85.28-
		I-21AR1142627	215-4573-335	HIST. INTERP. CANON IPF PRO INK-ARCHIVE-2021	000000	1,311.92
01-4415	PEARSON, JACI					
		I-20214	215-4573-335	HIST. INTERP. ORAL HISTORY - RUSSO '21	000000	675.00
01-4441	DOCUTEK, INC.					
		I-63014	215-4573-335	HIST. INTERP. MICROFILMING TAX RECORDS 2021	000000	2,394.10
				DEPARTMENT 573 HP HISTORIC INTERPRETATION	TOTAL:	5,003.74
01-2298	TWIN CITY CONSTRUCTION					
		I-20211220	215-4575-505-02	824 MAIN ST D DBN ROOF REPAIR 824 MAIN - '21	000000	4,890.00
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOAN	TOTAL:	4,890.00
01-0250	GLOVER, SANDY					
		I-122221	215-4576-630	PROFES. SERV. RODEO GRNDS BC REIMBURSE '21	000000	39.82
01-0578	TWIN CITY HARDWARE & LU					
		I-2112-167971	215-4576-630	PROFES. SERV. LIGHTS PECK GARDENS BC - 2021	000000	114.95
01-4030	BLAIR, LINDA					
		I-122121	215-4576-630	PROFES. SERV. PECK GARDENS BC REIMBURSE 2021	000000	48.04
01-4048	TUSHA, DEONNE					
		I-122121	215-4576-630	PROFES. SERV. BURNHAM BC REIMBURSEMENT '21	000000	204.00
				DEPARTMENT 576 HP PROFESSIONAL SERVICES	TOTAL:	406.81

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PACKET: 05608 01/04/22 COMBINED
VENDOR SET: 01
FUND : 215 HISTORIC PRESERVATION
DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O
BUDGET TO USE: CB-CURRENT BUDGET

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Section 4 Item a.

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0412	AMERICAN ENGINEERING TE					
	I-INV-051259	215-4577-735	CAPITAL ASSET CONCRETE TEST-CRWS NST ADD '21	000000	1,249.00	
01-0563	RCS CONSTRUCTION					
	I-#02 PAY APP	215-4577-755	CAPITAL ASSET 49 CENTENNIAL RETAIN WALL '21	000000	11,200.50	
01-3558	DEADWOOD HISTORY, INC.					
	I-32495	215-4577-730	CAPITAL ASSET MESH BANNER - ADAMS MUS 2021	000000	360.31	
01-4102	DAKOTA KUSTOM COATINGS					
	I-2886	215-4577-735	CAPITAL ASSET SND BLST PRM PT RAIL-76GRN '21	000000	1,090.00	
			DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:		13,899.81	
01-0433	WELLMARK BLUE CROSS BLU					
	I-010122	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	5,263.48	
01-1003	VERIZON WIRELESS					
	I-9894775641	215-4641-428	UTILITIES CITY ARCHIVIST/HP	000000	40.01	
01-1827	MS MAIL & MARKETING					
	I-12754	215-4641-426	SUPPLIES BUSINESS CARDS KUCHENBECK-2021	000000	40.00	
01-3877	MUTUAL OF OMAHA					
	I-001294071005	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	17.33	
			DEPARTMENT 641 OFFICE HIST. PRES.	TOTAL:	5,360.82	
			FUND 215 HISTORIC PRESERVATION	TOTAL:	136,295.14	

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PACKET: 05608 01/04/22 COMBINED
VENDOR SET: 01
FUND : 216 REVOLVING LOAN
DEPARTMENT: N/A NON-DEPARTMENTAL
BUDGET TO USE: CB-CURRENT BUDGET

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4726	KNECHT HOME CNTR-GRANTS	I-7088701	216-1310	DUE FROM OTHE 74 VAN BUREN FASNACHT	000000	58.36
01-4888	JOHNSON, MICHAEL	I-121721	216-1310	DUE FROM OTHE 227 WILLIAMS JOHNSON	000000	41,439.98
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	41,498.34
01-1496	LAWRENCE CO. REGISTER O	I-121421	216-4653-960	CLOSING CO REC FEE 17 FILLMORE BLOOM	000000	60.00
		I-121721	216-4653-960	CLOSING CO REC FEE 4 LINCOLN KRACHT	000000	30.00
01-4835	ASERMELY, MISTY	I-1518	216-4653-962-08	FOUNDATION GR 616 MAIN ASERMELY	000000	10,000.00
			DEPARTMENT 653	REVOLVING LOAN	TOTAL:	10,090.00
			FUND 216	REVOLVING LOAN	TOTAL:	51,588.34

PACKET: 05608 01/04/22 COMBINED

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BUDGET TO USE: CB-CURRENT BUDGET

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-010122	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,672.38
01-0578	TWIN CITY HARDWARE & LU	I-2111-166873	602-4330-426	SUPPLIES WALL CHARGER-CHARGING CABLE/WT	000000	31.98
		I-2112-167262	602-4330-426	SUPPLIES HDL RND PT SHOVEL/WATER	000000	17.99
		I-2112-169499	602-4330-426	SUPPLIES METAL PISTOL NOZZLE/WATER	000000	8.99
01-0684	NORTHWEST PIPE FITTINGS	I-1374765	602-4330-426	SUPPLIES HIGH RISER-MUD PLUG/WATER	000000	135.64
01-0828	USA BLUEBOOK	I-811667	602-4330-426	SUPPLIES LIQUID DPD1A-DPD1B-DPD3/WATER	000000	37.50
01-1003	VERIZON WIRELESS	I-9894775641	602-4330-422	PROFESSIONAL PLUMA TANKS/WATER	000000	40.01
		I-9894775641	602-4330-422	PROFESSIONAL MCGOVERN DENVER DWD HILL/WTR	000000	120.03
		I-9894775641	602-4330-422	PROFESSIONAL LEE OFFICE PLUMA E MAIN/WATER	000000	160.04
		I-9894775641	602-4330-422	PROFESSIONAL ON CALL PHONE/WATER	000000	46.95
01-1171	A & B BUSINESS SOLUTION	I-IN902619	602-4330-426	SUPPLIES CONTRACT BASE RATE/WATER	000000	72.82
01-1365	SD PUBLIC HEALTH LAB	I-10602358	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	30.00
01-3736	METERING & TECHNOLOGY S	I-21204	602-4330-426	SUPPLIES 2" COMPOUND SERIES-BRACKET/WTR	000000	464.81
01-3836	MID-AMERICAN RESEARCH C	I-0750584-IN	602-4330-426	SUPPLIES FOAM ROOT CONTROL-TI-3C/WATER	000000	199.00
01-3877	MUTUAL OF OMAHA	I-001294071005	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	19.72
01-4326	IWORQ	I-196657	602-4330-422	PROFESSIONAL PW PKG-WORK SIGN PAVE 2022/WTR	000000	2,150.00
DEPARTMENT 330 WATER					TOTAL:	8,207.86
FUND 602 WATER FUND					TOTAL:	8,207.86

PACKET: 05608 01/04/22 COMBINED

VENDOR SET: 01

Section 4 Item a.

FUND : 607 HISTORIC CEMETERIES

DEPARTMENT: 580 HISTORIC CEMETERIES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3685	BLACK HILLS SECURITY &					
		I-R254450	607-4580-428	UTILITIES ALARM MONITORING MM GS '21	000000	89.85
01-3838	VAST BROADBAND					
		I-121621MM-GS	607-4580-428	UTILITIES MT MOR GS 12/20/21-1/19/22 '21	000000	138.19
		I-121621MM-SA	607-4580-428	UTILITIES MT MOR SA 12/20/21-1/19/22 '21	000000	40.87
		I-121621MM-TB	607-4580-428	UTILITIES MT MOR TB 12/20/21-1/19/22 '21	000000	125.60
			DEPARTMENT 580	HISTORIC CEMETERIES	TOTAL:	394.51
			FUND 607	HISTORIC CEMETERIES	TOTAL:	394.51

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PACKET: 05608 01/04/22 COMBINED

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BUDGET TO USE: CB-CURRENT BUDGET

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VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4889	ENTERPRISE HOLDINGS					
		I-1041325	610-3360-532	PARKING FINE REFUND FOR PARKING TICKET/P&T	000000	100.00
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	100.00
01-0433	WELLMARK BLUE CROSS BLU					
		I-010122	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,851.51
01-1003	VERIZON WIRELESS					
		I-9894775641	610-4360-422	PROFESSIONAL PD ORDINANCE VEHICLE/P&T	000000	40.01
		I-9894775641	610-4360-422	PROFESSIONAL (3) PARKING ENFORCMT SYS/P&T	000000	125.85
		I-9894913072	610-4360-422	PROFESSIONAL PHONE SERVICE - METERS / P&T	000000	40.01
01-3877	MUTUAL OF OMAHA					
		I-001294071005	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	13.12
01-4648	GTI COMPANIES					
		I-PAY APP #5	610-4360-425	REPAIRS S CITY HALL PARKING LOT RECON	000000	25,408.55
01-4709	TRAFFIC LOGIX CORP					
		I-SIN14274	610-4360-434	MACHINERY/EQU EVOLUTION 15 SD YELL SOLAR/P&T	000000	3,044.00
01-4766	IPS GROUP INC					
		I-INV66797	610-4360-434	MACHINERY/EQU (3/2) MULTI SP PAY STATION/P&T	000000	36,112.57
				DEPARTMENT 360 PARKING/TRANSPORTATION	TOTAL:	67,635.62
01-0433	WELLMARK BLUE CROSS BLU					
		I-010122	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	588.04
01-0578	TWIN CITY HARDWARE & LU					
		I-2112-169267	610-4361-426	SUPPLIES 22 GA SJ EX TUBE-COUPPING/TROL	000000	25.98
		I-2112-169300	610-4361-426	SUPPLIES PLUMBERS PUTTY/TROLLEY	000000	2.49
01-1694	GRIMM'S PUMP & INDUSTRI					
		I-40397	610-4361-426	SUPPLIES NOZZLE 15 DEG 6.5 YELLOW/TROLL	000000	28.00
01-2427	HOMETOWN MANUFACTURING					
		I-5712	610-4361-426	SUPPLIES RAMCO MIRRORS SHORT-LONG/TROLL	000000	732.20
01-3654	SPEARFISH AUTO SUPPLY					
		I-212593	610-4361-426	SUPPLIES DISC BRAKE PAD/TROLLEY	000000	189.76
		I-212806	610-4361-426	SUPPLIES (4) VINYL LTHR DRSG/TROLLEY	000000	54.76
		I-212807	610-4361-426	SUPPLIES KNIFE-SLIP JOINT PLIER/TROLLEY	000000	12.32
		I-213506	610-4361-426	SUPPLIES IGNITION LOCK CYLINDER/TROLLEY	000000	56.09
01-3877	MUTUAL OF OMAHA					

12/30/2021 1:09 PM REGULAR DEPARTMENT PAYMENT REGISTER
PACKET: 05608 01/04/22 COMBINED
VENDOR SET: 01
FUND : 610 PARKING/TRANSPORTATION
DEPARTMENT: 361 TROLLEY DEPARTMENT
BUDGET TO USE: CB-CURRENT BUDGET

PAGE: 18

Section 4 Item a.

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3877	MUTUAL OF OMAHA	continued				
		I-001294071005	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	4.09
01-3970	A & I DISTRIBUTORS					
		I-3724374	610-4361-426	SUPPLIES 55 GAL MC5W40-DRUM DEP/TROLLEY	000000	610.40
01-4036	SCOTT PETERSON MOTORS O					
		I-139783	610-4361-426	SUPPLIES LOCK CYLINDER/TROLLEY	000000	57.12
01-4286	HUNTINGTON					
		I-010122	610-4361-434	MACHINERY/EQU #300 TROLLEY	000000	3,133.62
		I-010122	610-4361-434	MACHINERY/EQU #301TROLLEY	000000	3,133.62
		I-010122	610-4361-434	MACHINERY/EQU #303 TROLLEY	000000	3,133.62
01-4447	NORTHERN HILLS HOMES AN					
		I-131493A	610-4361-425	REPAIRS REP REAR BACK PANEL-PAINT/TROL	000000	2,499.00
		I-131493B	610-4361-425	REPAIRS REP BUMPER-SUPPLIES-DECAL/TROL	000000	1,988.76
		I-131493C	610-4361-425	REPAIRS REP REAR LOW PANEL-DECAL/TROLL	000000	2,499.00
			DEPARTMENT 361	TROLLEY DEPARTMENT	TOTAL:	18,748.87
			FUND	610 PARKING/TRANSPORTATION	TOTAL:	86,484.49
					REPORT GRAND TOTAL:	423,459.68

Park FREE in Deadwood this holiday season

HELP LOCAL CHARITIES

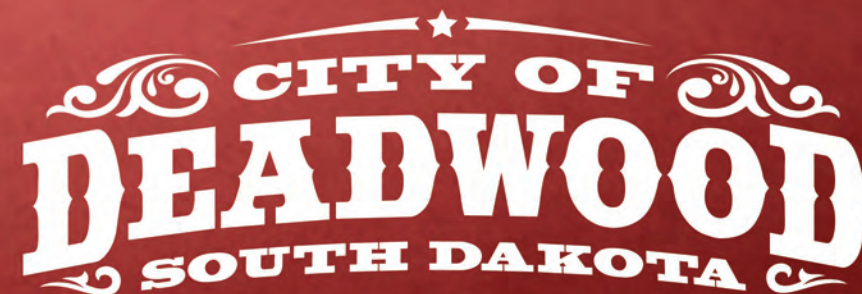


HOW TO APPLY FOR 2021 FUNDS:

Thank you to all who donated to local charities through a Deadwood parking meter, kiosk or the Deadwood Parking Ramp. Any non-profit group, club, youth organization, etc. that would like to be considered for funding is encouraged to submit a one page request letter to the City of Deadwood by noon on January 26.

Request Requirements: Letter should include the organization's name, how they serve our community and the amount requested. The deadline is noon on January 26. Submit the letter by mailed or in person to the Deadwood Finance Office at 102 Sherman St., Deadwood, SD 57732
Attn: Jessica or email to jessicca@cityofdeadwood.com.

The Deadwood City Commission will review all requests and recipients will be named during the Commission meeting February 22. Commission meetings begin at 5pm, at City Hall.



**AGREEMENT FOR ADMINISTRATION OF DEADWOOD
HISTORIC PRESERVATION REVOLVING LOAN AND GRANT FUNDS**

This Agreement is made between the DEADWOOD HISTORIC PRESERVATION COMMISSION, hereinafter referred to as “HPC.” and NEIGHBORHOOD HOUSING SERVICES OF THE BLACK HILLS INC. DBA NEIGHBORWORKS DAKOTA HOME RESOURCES, hereinafter referred to as “NHS”.

The parties acknowledge that HPC has previously established a Revolving Loan Fund and related programs for the purpose of making commercial and residential loans and grants for the rehabilitation of residences, buildings, structures, improvements, and retaining walls located within the City of Deadwood. The parties further acknowledge that they have previously entered into Agreements in which NHS has contracted with HPC to provide administrative services in connection with the Revolving Loan Fund Program. HPC wishes to contract with NHS for providing administrative services for the period from January 1, 2022 through December 31, 2022, and therefore mutually agree as follows:

I.

NHS shall provide administrative services required in connection with the administration of HPC Revolving Loan Funds, Forgivable Loan Funds, and Retaining Wall Program funds as set forth and according to written policy guidelines and administrative procedures established and adopted by the Historic Preservation Commission.

II.

HPC agrees to reimburse NHS for ELIGIBLE COSTS incurred by NHS pursuant to this Agreement, subject to a maximum of Sixty Thousand Dollars (\$60,000) for the period beginning January 1, 2022 and ending on December 31, 2022. Furthermore, this Agreement is subject to a

minimum monthly charge of \$3,000 (\$36,000 annually) for the period beginning January 1, 2022 and ending on December 31, 2022. The purpose of the minimum monthly charge is to cover fixed costs associated with administration of the Deadwood Historic Preservation Revolving Loan Fund. The amount of such reimbursement shall be at hourly rates included on the attached Rate Sheet, with total amounts to be paid during this time period under this agreement not to exceed \$60,000, without prior express written approval and consent by HPC. For the purposes of this Agreement, ELIGIBLE COSTS shall mean costs to NHS of salaries, wages, and fringe benefits, office expense, worker's compensation insurance, liability insurance including officers and directors' liability insurance, utilities, software service and licensing fees, credit report fees, title company report fees and other necessary expenses. The parties acknowledge that NHS has other duties and functions and that HPC will only pay that portion of ELIGIBLE COSTS determined to be related to services performed for HPC by NHS pursuant to this Agreement. Request for reimbursement shall be made no more frequently than monthly and shall be accompanied by a voucher to be approved by the Historic Preservation Commission and the City Commission. All such reimbursements for ELIGIBLE COSTS will be paid solely from HPC Revolving Loan Fund.

III.

The term of this Agreement shall commence on the 1st day of January, 2022 and continue through the 31st day of December, 2022, unless terminated earlier or re-negotiated earlier, as provided herein.

IV.

NHS agrees that it shall prepare and submit to HPC such reports and information as required by HPC. In addition, NHS shall promptly furnish to the City any and all financial statements, financial reports, audits, and monthly, quarterly, semi-annual, or annual statements

prepared by or on behalf of NHS in the ordinary course of its business, which relates, directly or indirectly, to the providing of services under this Agreement. Such reports and information shall include reporting of HPC Loan Fund income at the end of each period as requested by HPC. NHS shall continue to provide monthly loan and delinquency reports as it has been doing in the past. NHS shall provide Annual Activities reports, sorted by program, with summary overview explanation of disbursements and receipts of all funds such that HPC can properly evaluate each.

V.

The purchase of any real or personal property shall not be an allowable cost under the provisions of this Agreement except as approved or allowed in advance by HPC.

VI.

NHS shall perform services under this Agreement as an independent contractor. It is agreed that nothing herein contained or intended shall be construed in any manner as creating or establishing a relationship or co-partners between the parties hereto or of constituting NHS or any of its officers, agents, servants, or employees as an agent, representative, or employee of HPC for any purpose or in any manner whatsoever. NHS's officers, agents, servants, and employees shall not be considered employees of HPC, for any claims, which might arise under the Workman's Compensation Acts of the State of South Dakota. Furthermore, NHS agrees to defend, indemnify, and save harmless HPC and its officers, commissioners, agents, servants, and employees from any liability or judgments of any kind whatsoever arising out of the performance or non-performance of NHS and its officers, agents, servants, and employees of the work specified in this Agreement.

VII.

This Agreement may terminate or re-negotiated by either party upon thirty (30) days written notice to the other party. In the event of such termination, all property acquired with

funds furnished by HPC and all finished or unfinished documents, data, studies, financial records, loan files, and reports purchased or prepared by NHS pursuant to this Agreement shall be returned to HPC. In the event terms are re-negotiated, the parties shall ascertain what property, data, or files shall remain with NHS. NHS shall be entitled to compensation for performance of any un-reimbursed services satisfactorily performed prior to the date of termination of this Agreement. Notwithstanding the above, NHS shall not be relieved of liability to HPC for damages sustained to HPC by virtue of any breach of this Agreement by NHS.

VIII.

NHS may not assign or transfer any interest in this Agreement without the prior written approval of HPC.

IX.

NHS agrees that it will have and maintain at all times, during the term of this Agreement, qualified, competent, trained, and experienced personnel with loan and administrative experience and training comparable to the current staff of NHS, which personnel will perform the duties required to be performed by NHS pursuant to this Agreement.

X.

NHS especially acknowledges and agrees that their authority is limited as set forth in this Agreement and as set forth in the attached policies and procedures set forth in paragraph I, above, that HPC retains sole authority to approve all loans and actions taken with respect to delinquent loan payments. Further, NHS acknowledges that it does not have authority to contract for HPC or the City of Deadwood.

XI.

NHS agrees to observe and comply with all Federal, State, and local laws, ordinances, rules, and regulations, which are now or may later become applicable to its activities or services performed pursuant to this Agreement.

XII.

This Agreement, together with all paragraphs, terms, and provisions is made in the State of South Dakota and shall be construed and interpreted in accordance with the laws of the State of South Dakota.

XIII.

It is understood and agreed that this is the entire Agreement of the parties and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing.

Dated this _____ day of _____, 2021.

HISTORIC PRESERVATION COMMISSION

By:_____

Its: _____

[illegible]

On this _____ day of _____, 2020, before me, the undersigned officer, personally appeared _____, known to me or satisfactorily proven to be the Chairman of the Historic Preservation Commission, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

Notary Public
My Commission Expires:

Dated this _____ day of _____, 2020.

NEIGHBORHOOD HOUSING SERVICES OF THE
BLACK HILLS INC, DBA NEIGHBORWORKS DHR

By: _____

William Michael Walker aka Mike Walker

Its: Executive Director

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF LAWRENCE)

On this _____ day of _____, 2021, before me, the undersigned officer, personally appeared **William Michael Walker, aka Mike Walker**, known to me or satisfactorily proven to be the **Executive Director** of Neighborhood Housing Services of the Black Hills Inc DBA NeighborWorks DHR, and that as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

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

Notary Public
My Commission Expires:

Dated this this _____ day of _____ 2021.

CITY OF DEADWOOD

By: _____

David R. Ruth Jr.

Its: Mayor

ATTEST:

By:
Its:



TCC's Payment Invoice

Remit Payment To:

Twin City Construction LLC
 518 Cliff St
 Deadwood, SD 57732
 (605) 920-8372
twincityrsw@gmail.com

Customer:

Name: 824 Main St
 Address: Deadwood, SD
 City:
 St, Zip: SD 577
 Phone:

Invoice No. 20211220
Invoice Date: 12/20/2021
Due Date: At completion of Job

Description/Job Phase	Quantity / Hours	Price (\$)	Total (\$)
Original estimate Roof:			\$10,990.00
Extra: Patch wood in (5) spots			\$650.00
Fur in (patch) on bottom eves where gutters are.			\$1,000.00
Replace wood on dormer flashing			\$250.00
		Total	\$12,890.00
Paying for materials on site / Patching (5) spots / tear off & disposal / and dried in.	Billing 11/23/21		\$8,000.00
		Balance	\$4,890.00
Work Completed as of 12/1/21			
Shingles used Tamko Heritage Thunderstorm Grey			
Balance			
Excise/Sales Tax			
Other			
Total			\$4,890.00

TCC

Pymt Rec'd _____

Pymt Check# _____

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



INVOICE

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

INVOICE #: 130140

Freight Bill #: 76614
Invoice Date: 12/22/21

Via Email: RMCGRATH@CITYOFDEADWOOD.COM

Our Contract #: 89270
Your Contract #:
Terms: NET30
F.O.B.: DEADWOOD, SD
Company #: 2851

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

WC Date	W/C #	Commodity	Weights/Quantities Misc Description	Price	Per	Amount
12/14/21	2543	BLACKSLICER Pkup#: 57156	25.7300 Tons	155.0000	T	\$3988.15

PICKUP: BLACKSTRAP
DROPOFF: CITY OF DEADWOOD
Dispatcher: 20/ Processed by: 10

NELIGH, NE
DEADWOOD, SD

INVOICE TOTAL --> \$3,988.15

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

76614 O/ 51460.0000 Lbs.

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



INVOICE

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

I N V O I C E #: 130200

 Freight Bill #: 76668
 Invoice Date: 12/23/21

Via Email: RMCGRATH@CITYOFDEADWOOD.COM

Our Contract #: 89270
 Your Contract #:
 Terms: NET30
 F.O.B.: DEADWOOD, SD
 Company #: 2851

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

WC Date	W/C #	Commodity	Weights/Quantities Misc Description	Price	Per	Amount
12/16/21	2550	BLACKSLICER Pkup#: 57262	28.6900 Tons	155.0000	T	\$4446.95

PICKUP: BLACKSTRAP
 DROPOFF: CITY OF DEADWOOD
 Dispatcher: 20/ Processed by: 10

NELIGH, NE
 DEADWOOD, SD

 INVOICE TOTAL --> \$4,446.95
 =====

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

76668 O/ 57380.0000 Lbs.



SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

MAIN OFFICE
208 Island Drive
Ft. Pierre, SD 57532

SATELLITE OFFICE
5024 Bur Oak Place, Suite 103
Sioux Falls, SD 57108

PHONE: 605.224.8654 Option 2
TOLL FREE: 800.658.3633 Option 2

December 22, 2021

Dear SDPAA Members:

Thank you for your membership in the South Dakota Public Assurance Alliance (SDPAA) and for your public service. It is the SDPAA's privilege to assist you with your public service mission.

Enclosed you will find a revised Intergovernmental Contract (IGC) which reflects the changes adopted by the SDPAA Board of Directors at its October 5, 2021 meeting. These changes will take effect on January 1, 2022. **At your earliest convenience, please have the appropriate authorized person sign the signature page of the revised IGC on behalf of your entity, then scan and email it to the SDPAA at sdpaa@sdmunicipalleague.org.** The entire copy is for your file. We encourage you to review the document with your legal counsel and to contact us with any questions. The current version of the IGC with tracked changes and comments on the year 2022 changes is enclosed your reference.

These changes to the IGC reflect the main goal of public entity pooling, which is to ensure that all Members are actively engaging in loss control measures to benefit themselves and the public they serve. To encourage long-standing commitment to these measures, the IGC will no longer allow a Member to depart then immediately return to the SDPAA. Instead, a departed Member must await the expiration of two years to reapply for SDPAA membership, unless that departed Member demonstrates to the Board that it has made a substantial commitment to engage in loss control efforts. For further explanation, please see the enclosed SDPAA Policy on Member Departures.

The revised IGC also eliminates the partial refund of contribution to a departing Member who assumed any of their claims when they left the SDPAA. The partial refund of contribution was intended to pay for claims handling expenses and to pay any reported claims that the Member took with them upon their departure from the SDPAA. Under the revised IGC, the SDPAA will now retain any reported claims of a departing Member so the partial refund is no longer necessary. **Please be aware that we are working with the South Dakota Department of Legislative Audit on the financial reporting requirements for this change on the partial refund of contribution. Their guidance will be relayed to you in the coming weeks.**

We look forward to working with you to continue providing broad coverages and great services at stable, competitive rates.

Best Regards,

David A. Pfeifle, Executive Director
South Dakota Public Assurance Alliance

Enclosures

**INTERGOVERNMENTAL CONTRACT
FOR THE
SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE**

This Contract is made and entered into by the undersigned who, upon execution of the Contract, will become contractually bound with all other signatories.

Whereas, the Acts of the State of South Dakota authorize and/or permit various Governmental Authorities to contract, and;

Whereas, the undersigned desires, along with other such entities, to form or join or reaffirm their membership in a local government risk pool to be known as the South Dakota Public Assurance Alliance, and;

Whereas, pursuant to the authority granted by SDCL ch. 1-24 and any acts amendatory thereto, the undersigned executes this document for purposes of joining or reaffirming membership, by virtue of an intergovernmental contract, the local government risk pool known as the South Dakota Public Assurance Alliance;

Now, therefore, the undersigned executes this Agreement in consideration for other Governmental Authorities executing this Agreement for the purpose of joining or reaffirming their membership in a local government risk pool known as the South Dakota Public Assurance Alliance. The undersigned agrees to abide by the terms and conditions of this Contract and all actions taken pursuant to this Contract. In consideration of the mutual covenants of all signatories to this Intergovernmental Contract it is agreed as follows:

ARTICLE I – NAME

The Pool created by this Contract shall be known as the South Dakota Public Assurance Alliance, hereinafter referred to as the "Alliance."

ARTICLE II – PURPOSE

The signatories hereto, together with future signatories, establish a contractual local government risk pool for the purpose of effectuating this Agreement; which Pool shall have a perpetual duration and shall continue until terminated pursuant to the terms and conditions of the Agreement. The purpose of this Agreement is to enter into an Intergovernmental Contract to form a local government risk pool, to provide for joint or cooperative action by Members relative to their financial and administrative resources for the purpose of providing risk management services and risk sharing facilities to the Members and to the Member's employees, and to defend and protect, in accordance with this Agreement, any Member of the Alliance against liability as defined under Pool Retention and in the Member's Risk Sharing Certificate. This Contract and the activities hereunder shall not constitute doing an insurance business. This Agreement is intended to create a contractual relationship and agreement between the signatories.

This Agreement shall constitute a contract among those Governmental Authorities which shall now or at any time enter into this Agreement and become Members of the Alliance.

The liability of each Member is limited to the amount of financial contributions required to be made to the Alliance pursuant to the Agreement except in the event of termination of the Alliance as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII.

This Agreement shall not inure to the benefit of third parties nor does any party hereto waive such sovereign or governmental immunity as may be available to it individually.

In no event shall a Member be responsible, jointly or severally, for the liabilities of any other Member except in the event of termination of the Alliance by the Alliance membership as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII when all Alliance Members would be responsible for a joint liability of the Alliance. In no event will an individual Member be responsible for any liabilities of any other Member.

ARTICLE III – DEFINITIONS

In the interpretation of this Agreement the following definitions shall apply unless the context requires another interpretation:

1. Acts --“Acts” shall mean such Acts of the State of South Dakota, pursuant to which this Contract is executed, as the same may be amended from time to time.
2. Administrator -- “Administrator” shall mean the South Dakota Public Assurance Alliance.
3. Agreement --“Agreement” shall mean this Intergovernmental Contract for the South Dakota Public Assurance Alliance and all of the counterparts subsequently executed
4. Alliance --“Alliance” shall be the sum of all the contracts or contractual obligations of the Members.
5. Annual Operating Contribution --“Annual Operating Contribution” shall mean those amounts necessary to fund the expenses of the Alliance.
6. Basis Rate --“Basis Rate” shall mean that amount annually promulgated by the Administrator deemed necessary to provide the Scope of Coverage afforded to a Member for the period of one year corresponding to the Risk Sharing Certificate effective date with due consideration to the Member’s individual characteristics.
7. Board --“Board” shall mean the Board of Directors of the South Dakota Public Assurance Alliance.
8. Casualty Coverage --“Casualty Coverage” shall mean the coverage afforded a Member for Casualty Risk, pursuant to the Member’s Risk Sharing Certificate and subsequent amendments and/or endorsements thereto.
9. Casualty Risk --“Casualty Risk” shall mean General Liability, Government Officials Liability, Law Enforcement Liability, Automobile Liability and other similar coverages usual to a Governmental Authority.
10. Claims Administrator --“Claims Administrator” shall mean any entity with whom the Administrator enters a contract for claims services.
11. Contract(s) --“Contract(s)” shall mean this Agreement and all of its counterparts.
12. Governmental Authority --“Governmental Authority” shall mean a public agency or any joint power agreement or separate entities consisting entirely of public agencies as defined in the Act.
13. Limits of Coverage --“Limits of Coverage” shall mean the limits of coverage established by any applicable coverage document, the Risk Sharing Certificate, and any other document or agreement that establishes and controls limits of various coverages provided to the Member.
14. Member --“Member” shall mean a Governmental Authority participating in the South Dakota Public Assurance Alliance by executing this Agreement.
15. Member’s Contribution --“Member’s Contribution” shall mean all amounts paid by Members and allocated to the Operating Fund.

16. Operating Fund --“Operating Fund” shall mean those amounts allocated to and designated as “Net Assets-Unrestricted” in the Alliance’s financial statements, as a result of increasing such amounts by the Annual Operating Contribution and investment income, and subtracting the expenses of the Alliance.
17. Pool --“Pool” shall mean the cumulative funds collected under this Contract and the contractual activities conducted hereunder, also sometimes referred to as the Alliance. The Pool is the sum of all Members’ funds and contractual duties, benefits and obligations.
18. Pool Retention --“Pool Retention” shall mean the amount that the Board may determine to retain as a designated retention from time-to-time.
19. Property Coverage --“Property Coverage” shall mean the coverage afforded a Member for Property Risk, pursuant to the Member’s Risk Sharing Certificate and subsequent amendments and/or endorsements thereto.
20. Property Risk --“Property Risk” shall mean Property, Vehicle Physical Damage, Inland Marine, Crime, Boiler and Machinery, and other similar coverages usual to a Governmental Authority.
21. Risk Sharing Certificate --“Risk Sharing Certificate” shall mean that document provided a Member evidencing the scope, nature, term, and limits of participation in the Alliance.
22. Scope of Coverage --“Scope of Coverage” shall mean the coverage, limits, and deductibles as established and defined in this agreement, any applicable separate coverage document, the Risk Sharing Certificate, and any other applicable document defining or establishing such terms, and subsequent amendments thereto.

ARTICLE IV – MEMBERSHIP

Contractual membership of the Alliance shall consist of Governmental Authorities who have entered into this Agreement or its counterpart by and through an individual duly authorized to execute this Agreement, and who have agreed to make the Member’s Contribution pursuant to the further provisions hereof. Members agree to the admission of future Members and acknowledge that they shall have no right to object to the addition of such Members provided they are admitted in accordance with the terms hereof. This Agreement shall be automatically renewed unless the provisions for withdrawal or termination are applied.

Each Member shall appoint an individual and an alternate to represent the Member with the Alliance. That individual or alternate shall act as a liaison between the Member and the Alliance for purposes of relating risk reduction and loss control information, and any other information or instructions concerning the obligations of the Member imposed by this Agreement and the rules and regulations established hereunder. The individual or alternate shall cast, on behalf of the Member, any vote which the Member is required or permitted to cast.

The obligations of Members of the Alliance shall include, but not necessarily be limited to, the following:

1. To promptly report to the Administrator or designated Claims Administrator any incident which could result in a claim being made by or against the Member within the Scope of Coverage.
2. To cooperate with and institute to the degree possible all loss prevention procedures established by the Administrator.
3. To provide to the Administrator such information as needed for rating purposes, including but not limited to, a completed renewal packet and any supplement questionnaires, as requested, and a budget approved by

Member's governing body of all revenues and expenditures for any fiscal year of the Member requested by the Administrator.

4. To provide representatives of the Administrator access to all records, including financial records and/or properties of the Member, provided the Administrator determines the information or access is necessary.
5. To cooperate with the Administrator and any employee, officer or independent contractor relating to the purpose and powers of the Alliance.
6. To allow attorneys and others employed by the Administrator to represent the Member in investigation, settlement, and all levels of litigation arising out of any claim made against the Member within the Scope of Coverage furnished by the Alliance.
7. To pay when due all annual contributions or other contributions, due or required, pursuant to this Agreement.

ARTICLE V – BOARD OF DIRECTORS

1. Administration of the Contract(s). The administration of this Contract(s) and management of the Alliance shall be governed by a Board of Directors of eleven (11) members comprised of six (6) municipal representatives, three (3) county representatives and the Executive Directors of the South Dakota Municipal League and the South Dakota Association of County Commissioners.
2. Qualifications of Members of the Board. Members of the Board shall be either:
 - a. Elected officials of an Alliance Member provided the governing board of the Member in question has supported their appointment or candidacy by Resolution; or
 - b. Representatives, employees or appointed officials of an Alliance Member provided the governing board of the Member in question has supported their appointment or candidacy by Resolution; or
 - c. No Member may support the appointment or candidacy of more than one person to the Board in any given year. If such person is later unable to assume office as a member of the Board for any reason, then this prohibition shall not apply.
 - d. The Executive Directors of the South Dakota Municipal League and the South Dakota Association of County Commissioners are qualified by the nature of their respective positions and shall remain standing members of the Board.
3. If a Board member initially appointed or elected to the Board based on their status as an elected or appointed official, or employee of a Member leaves office or employment with that Member during their term, they may continue to serve and complete their current term unless and until they resign, are removed pursuant to the terms and conditions of this Article, or until such time as the Member which initially sponsored their appointment or candidacy revokes their resolution of support in writing. Such revocation must be in writing or by electronic communication and in the form of a resolution of revocation. It must be provided to the Chair and Vice-Chair by the sponsoring Member. Such revocation shall create a vacancy to be filled pursuant to the provisions of Article V, Paragraph 5.
4. A Board member initially appointed or elected to the Board based on their status as a representative of a Member may serve unless and until they resign, are removed pursuant to the terms and conditions of this Article, or until such time as the Member which initially sponsored their appointment or candidacy revokes their resolution of support in writing. Such revocation must be in writing or by electronic communication by and in the form of a resolution of revocation. It must be provided to the Chair and Vice-Chair by the sponsoring Member. Such written revocation shall create a vacancy to be filled pursuant to the provisions of Article V, Paragraph 5.
5. Eligibility and Vacancies. The Board shall be the judge of the election and qualifications of its members and of the grounds for their forfeiture of office. The Board may remove any Board member for cause as determined by a 2/3 vote of the entire Board. "For cause" shall include but not be limited to a Board member having excessive absences from the meetings of the full Board or any other instance where a Board member's continued service has become untenable by the sole determination of a 2/3 vote of the Board. Such removal for cause of a Board member shall

then be deemed a vacancy as described by this Article. Should the number of members of the Board become reduced due to disqualification, death, incompetence, resignation or other cause, the remaining members of the Board may appoint a person or persons to fill such a vacancy or vacancies until the time of the next annual meeting of the South Dakota Public Assurance Alliance so that the Board shall be maintained numerically during that time. At the next annual meeting of the South Dakota Public Assurance Alliance, the Nominating Committee of the Board of Directors shall recommend one candidate to fill each vacant position on the Board for the remainder of the term left open and Member entities of the South Dakota Public Assurance Alliance present at that annual meeting shall vote on the candidate recommended by the Nominating Committee in the manner described in paragraph 6 below. Any member of the Board may resign by sending notice of his/her resignation to the Chair of the Board and the Administrator.

6. Election and Term of Members of the Board. An election shall be held at the annual meeting of the South Dakota Public Assurance Alliance to fill any Board position that is open, or will become open as the result of an expiring term or vacancy as described in this Article. Applications for all open positions to be filled at such an election shall be submitted in writing to the Nominating Committee of the Board of Directors at least thirty (30) days prior to the date of the South Dakota Public Assurance Alliance annual meeting in question. The Nominating Committee will consider all applications received and recommend one candidate to fill each open Board position. The election held at the annual meeting of the South Dakota Public Assurance Alliance shall be determined by a majority of those Alliance Member entities present and voting at the annual meeting with each Member entity having one vote. A candidate recommended by the Nominating Committee and nominated at the annual meeting shall be deemed elected if he/she receives more than 50% of the votes cast by those Member entities present and voting at the election. If the candidate nominated fails to receive a majority of votes cast at the election then the Nominating Committee shall recommend a second person to stand at election at the same annual meeting. Board members elected at such an election shall take office on the following January 1. All Board members shall be elected to a three (3) year term. A Board member may be removed for just cause by a majority vote of the Board of Directors. There shall be no prohibition on election to successive terms.
7. Meetings of the Board. The Board of Directors shall hold its annual meeting in conjunction with the annual meeting of the South Dakota Municipal League. The Board shall meet a minimum of four (4) times per year and at such other times as called by the Chair. Any item of Alliance business may be considered at such meetings. Special meetings may be called by the Chair or by a majority of the Board of Directors. Meetings may be held by teleconference through any audio or video medium.
8. Executive Committee. The Executive Committee shall be comprised of five (5) members including the three officers elected by the Board, one at-large Board member selected by a majority vote of the Board and the Executive Director of the South Dakota Municipal League. The Committee shall be chaired by the Chair of the Board. The Committee shall inform and direct the Executive Director of the South Dakota Public Assurance Alliance on Board policy and shall make recommendations to the Board as it deems necessary for the prudent operation and management of the Alliance.
9. Officers. By majority vote, the Board of Directors, at its December Board meeting or at a Special Meeting held for the purpose of such election, shall select from the members of the Board, a Chair, Vice-Chair, and Secretary/Treasurer.

ARTICLE VI – POWERS AND DUTIES

The Board of Directors shall be permitted and the undersigned authorizes it to perform and carry out, or delegate to others to perform and carry out, on behalf of the undersigned, each and every act necessary, convenient or desirable to, and for carrying out the purpose of this Contract and the Alliance, including but not limited to:

1. Administer the Alliance, receive Member's Contributions (contracted obligations) to the Alliance, and settle and pay claims and losses on behalf of its Members;
2. Make and enter into contracts to conduct and operate the Alliance;

3. Employ employees and agents on behalf of the undersigned;
4. Incur liabilities and charges against the common funds of the Alliance, but no charge, liability or obligation so incurred shall be the charge, liability or obligation of any individual party to this Agreement;
5. Sue or be sued in the Member's name or collective names, and defend such claims;
6. Acquire, or dispose of real and/or personal property;
7. Advise Members on loss control guidelines and procedures, and provide Members with risk management services, loss control, and risk reduction information;
8. Purchase for the Members reinsurance and/or excess insurance and/or enter into such excess risk sharing pools as may be available and deemed desirable for the protection of the Members and/or the Alliance itself;
9. Invest, on behalf of the Members, Alliance funds in securities and investments in a prudent and lawful manner;
10. Promulgate procedures and regulations for the general administration of this Contract(s);
11. Take such action as is necessary to terminate the participation/contract of any Member that fails to comply with the reasonable requirements of the Administrator concerning contractual obligations;
12. Provide surety and/or fidelity bonds, as may be available, for members of the Board, and all persons charged with the custody or investment of Alliance monies.

ARTICLE VII – LIABILITY OF THE BOARD OF DIRECTORS, ADMINISTRATOR, OR EMPLOYEES

The members of the Board of Directors, the Administrator, its directors, officers, and employees shall:

1. Use reasonable and ordinary care in the exercise of their duties hereunder;
2. Be afforded all of the privileges and immunities that may attach under any applicable law;
3. Not be liable for, and be held harmless and defended by the undersigned and from Alliance funds, for any act of negligence, any mistake of judgment or any other action made, taken or omitted in good faith;
4. Not be liable for any loss incurred through investment of funds or failure to invest such funds.

The Administrator may purchase, subject to availability and cost, insurance providing coverage for the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees.

The undersigned shall and the funds of the Alliance shall be used to hold harmless and defend the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees for any act or omission taken or omitted in good faith by the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees. The hold harmless and indemnity provisions of the undersigned shall be joint and several with all signatories to this Contract; provided, however, this obligation shall be considered an expense of the Alliance and in no event shall any individual signator be liable for more than its pro rata annual contribution herein except in the event of termination of the Alliance as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII. Nothing contained herein shall be construed as to require the undersigned to hold harmless or defend any party from any act done in bad faith or any breach of a fiduciary duty.

No covenant or agreement contained herein shall be deemed to be the covenant or agreement of any member of the Board of Directors or the Administrator nor any of its employees and none of such persons shall be subject to any personal liability or accountability by reason of the acceptance of a position or the undertaking of the performance of any of the

responsibilities, obligations or duties contemplated in the carrying out of this Agreement, whether by virtue of any construction, statute or rule of law.

ARTICLE VIII – ESTABLISHMENT OF OPERATING FUND

1. The Board shall establish a budget which shall consist of Member's Contributions in amounts not less than the Administrator deems sufficient to annually produce the sum of money reasonably necessary to fund the expenses and any deficiencies which may occur in the Alliance's Operating Fund regulatory authority; the sum of which shall be known as the Annual Budget.
2. Thirty (30) days prior to the Alliance's fiscal year end, or at such other time as directed by the Board, the Administrator shall prepare an Annual Budget for the succeeding fiscal year. The Annual Budget shall be used to assist in determining the annual rates for the Alliance. The rates determined by the approval of the Annual Budget by the Board of Directors are used to determine the contributions for each Member, based on their exposures. Members' Annual Operating Contributions will be determined on an individual basis, based on detailed analysis of exposures and for a one (1) year period from their Risk Sharing Certificate effective date of coverage.
3. In the event that the Operating Fund becomes deficient during any Alliance fiscal year, the Alliance shall liquidate any and all assets and continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the Risk Sharing Certificate until all funds of the Alliance are exhausted. After such time, all coverages and payment of valid claims shall be the sole and separate obligation of each individual Member.

ARTICLE IX – MEMBER'S WITHDRAWAL, CANCELLATION, OR TERMINATION

1. Members agree to continue membership for a period of not less than one (1) full year. At the conclusion of such period, or anniversary thereof, a Member who has given sixty (60) days prior written notice to the Alliance may withdraw. A Member who has not given sixty (60) days prior written notice to the Alliance to withdraw may not withdraw for an additional one (1) full year.

Anything contained in this Agreement to the contrary notwithstanding, a Member's election to cease participation in the Alliance for Property Coverage shall not constitute a withdrawal under any other terms and conditions of the Agreement. Property Coverage applies only to losses or claims which occur prior to the termination date. All rights for reimbursement or any right to claims against the Alliance shall terminate for Property losses which occur after the termination date.

Effective 12:01 a.m. on the date of the withdrawal and notwithstanding anything contained to the contrary within this Agreement or attachments hereto or the Risk Sharing Certificate issued pursuant to this Agreement, payments for all unknown Casualty Coverage claims or claims expense shall thereafter become the sole responsibility of the withdrawing Member unless the claim was reported prior to the withdrawal of the Member's participation in the Alliance.

Effective 12:01 a.m. on the date of the withdrawal and notwithstanding anything contained to the contrary within this Agreement or attachments hereto or the Risk Sharing Certificate issued pursuant to this Agreement, payments for all Property claims and claim expense incurred thereafter shall become the sole responsibility of the withdrawing Member. Any Property claim reported in a timely manner not to exceed sixty (60) days after its occurrence shall be covered by the Alliance if the claim occurred during the period the Risk Sharing Certificate was in effect and if coverage is otherwise available under the Risk Sharing Certificate.

The Alliance will continue to service all claims which have been reported to the Alliance during the withdrawing Member's period of participation. Payment of all claims so serviced by the Alliance for the withdrawing Member shall be made by the Alliance.

Anything contained in this Agreement to the contrary notwithstanding, a Member that has given notice of withdrawal may rescind said notice provided written notice of rescission is sent to the Alliance within the sixty (60) day period and provided further all contributions required from said Member are made in a timely fashion.

2. The Alliance may, by a two thirds (2/3) majority of the Board and by providing a Member sixty (60) days prior written notice, cancel that Member's participation in the Alliance and terminate its Intergovernmental Contract effective at the end of any Risk Sharing Certificate year. Thereafter, it shall be the responsibility of the Alliance to defend, settle, and pay claims within the scope and limits set forth in the cancelled Member's Risk Sharing Certificate in effect on the date of the occurrence out of which such claim arose. This provision shall apply solely to claims which occurred during a Member's participation and evidenced by the Member's Risk Sharing Certificate. The cancelled Member shall have the right, prior to the actual date of cancellation, to withdraw from the Alliance by giving notice of such withdrawal. Electing to so withdraw, the Member shall be subject to the provisions of paragraph one (1) of this Article.
3. Any Member failing to make payments when due as required by this Agreement shall be terminated from the Alliance effective on the date the payment was due and upon that effective date of termination all coverages and benefits hereunder shall cease. All known and unknown claims and claims expenses thereafter shall become the sole responsibility of the terminated Member without regard to whether a claim occurred or was reported prior to the termination of the Member's participation in the Alliance. At the request of the terminated Member, the Alliance will continue to service all claims which have been reported to the Alliance during the terminated Member's period of participation so long as the terminated Member shall promptly reimburse the Alliance for all claims the terminated Member and the Alliance shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph. If the Member shall subsequently submit its payment, the Administrator may, in its discretion, reinstate such membership.
4. Any Member who elects to withdraw pursuant to Paragraph 1 of this Article is prohibited from rejoining the Alliance for a period of two years.

ARTICLE X – SCOPE OF RISK SHARING PROTECTION

1. The Alliance provides risk sharing protection to each Member and will make or secure payment on behalf of each Member under criteria and procedures established for the payment of claims as provided in the Member's Risk Sharing Certificate. As long as a Member continues to renew its annual Risk Sharing Certificate, any claim that occurred during the period the Risk Sharing Certificate is in effect shall be considered for payment as provided in the Member's Risk Sharing Certificate.
2. The Alliance may obtain excess insurance, reinsurance, or join in excess risk sharing pools.
3. In the event that a claim or series of claims exceeds the amount of the risk sharing protection provided by the Member's Risk Sharing Certificate, or in the event that a claim or a series of claims should exhaust the Operating Fund and any reinsurance, then payment of valid claims shall be the sole and separate obligation of the individual Member or Members against whom the claim was made and perfected by litigation or settlement.
4. A Member may purchase, in its sole discretion, any insurance coverage in addition to those amounts purchased by the Alliance.
5. The Board may make changes in the Scope of Coverage, the amount of risk sharing protection or risk sharing retention by the Alliance upon consideration of the needs and requirements of Members, loss experience, and/or the kind and amounts of reinsurance or other excess coverage available. Where the Board takes such action, immediate notice after taking of such action shall be sent to all Members or their representatives.

ARTICLE XI – TERMINATION

The Alliance shall terminate at such time as two-thirds (2/3) of the municipal and county Members vote for such termination. After a vote to terminate, the Board shall commence with the orderly liquidation of the Alliance's business and shall complete the same as promptly as possible. During such period of liquidation the Alliance shall continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the Risk Sharing Certificate until all funds of the Alliance are exhausted. After payment of all claims and losses, any remaining funds held by the Alliance shall be paid to all Members of the Alliance at the time of the vote of termination, on a pro rata basis determined by the Board.

To the extent of the existence of funds in the Operating Fund, no Member shall be responsible for any claim, claims, judgment or judgments against any other Member or Members. If upon termination of the Alliance the remaining assets of the Alliance are insufficient to satisfy indebtedness of the Alliance (excluding claims or judgments against the Members), such deficiency shall be made up by assessments against Members of the Alliance on a pro rata basis determined by the Board

ARTICLE XII – MISCELLANEOUS PROVISIONS

1. The provisions of this Agreement shall be interpreted pursuant to the laws of the State of South Dakota.
2. The parties hereto consent that courts in the State of South Dakota shall have jurisdiction over any dispute arising under this Agreement. The terms of this Agreement may be enforced in a court of law in the State of South Dakota either by the Alliance or by any Member.
3. The consideration for the obligations imposed upon Members pursuant to and under this Agreement shall be based upon the mutual promises and agreements of all Members who now execute or who hereinafter execute this Agreement.
4. This Agreement may be executed in duplicate originals or counterparts now or at any time in the future. The individual executing this Agreement on behalf of the participating Member hereby represents and certifies that he/she is duly empowered to so execute this document.
5. No waiver of any breach of this Agreement or any provisions herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any of the other provisions herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligations or acts.
6. This Agreement shall be binding and shall inure to the benefit of all Members who shall have executed this Agreement and complied with the financial requirements hereunder and provided that the Members shall have been duly approved in accordance with the terms and provisions of this Agreement.
7. The provisions of this Agreement shall be deemed severable and if any provision or part thereof is held illegal, void or invalid under applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, legal, valid or binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement shall not in any way be affected or impaired but shall remain binding in accordance with their terms and this Agreement shall be so interpreted.
8. This Agreement and the Risk Sharing Certificate contain the complete Agreement between the parties and no representations or oral statements made or heretofore given shall constitute a part of this Agreement. In the event that any provision of this Agreement is in conflict with or is incompatible with such, the terms and conditions of this Agreement shall prevail and take precedence.
9. This Agreement may be altered or amended only by amendments duly adopted in accordance with the terms and conditions of this Agreement; provided, however, that the Risk Sharing Certificate may be amended from time to time to reflect the exposures of each Member and such changes shall be exempted from the preceding terms of this paragraph.
10. The caption headings used in this Agreement are used merely for identification purposes and shall not be deemed a part of this Agreement.
11. Whenever in this Agreement words, including pronouns, are used in the singular or plural, or masculine or feminine, they may be read and construed in the plural or singular, or feminine or masculine, respectively, wherever they so apply.
12. This Agreement may be amended by the Board with the approval of two-thirds (2/3) of the members of the Board. All Members agree to properly execute and adopt amendments so approved. The payment of the Member's

Contribution to the SDPAA for the upcoming year shall be deemed consent of that Member to the terms and conditions of this Agreement and any Amendments thereto.

13. The Board may, with the approval of two-thirds (2/3) of the members of the Board, elect to reform or reconstitute the Alliance to a stock, mutual, or reciprocal insurance company operating as a captive, Risk Retention Group, or other risk sharing entity.

14. The Alliance shall maintain a fiscal year ending December 31.

ARTICLE XIII – AGENT AND OFFICE

The agent of the Alliance for service of notice shall be the Administrator, South Dakota Public Assurance Alliance, 208 Island Drive, Ft. Pierre, SD 57532.

ARTICLE XIV – NOTICE

All notices required to be given under this Agreement pursuant to Article IX shall be in writing and sent by certified mail, return receipt requested, with postage prepaid. Notices by a Member to the Alliance under Article IX shall be sent to the address in Article XIII to the attention of the Administrator. Notices to any Member under Article IX shall be sent to the representative of the Member at the Member's last known address.

Notices to be given under this Agreement pursuant to Article X, 5. shall be sent to all Members or their representatives following Board action at their last known address or their last known electronic address.

In the event that any party to this Agreement desires to change its address, notice of change of address shall be sent to the other party in accordance with the terms and provisions in this Article.

In Witness whereof, this Agreement was executed on the _____ day of _____, in the year _____, by the undersigned duly authorized officer of the Governmental Authority indicated below:

GOVERNMENTAL AUTHORITY

SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

Name of Entity: _____



By: _____

By: _____

PRINT NAME: _____

TITLE: Executive Director
ADMINISTRATOR ON BEHALF OF ALL OTHER
CURRENT AND FUTURE SIGNATORIES

TITLE: _____

**INTERGOVERNMENTAL CONTRACT
FOR THE
SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE**

This Contract is made and entered into by the undersigned who, upon execution of the Contract, will become contractually bound with all other signatories.

Whereas, the Acts of the State of South Dakota authorize and/or permit various Governmental Authorities to contract, and;

Whereas, the undersigned desires, along with other such entities, to form or join or reaffirm their membership in a local government risk pool to be known as the South Dakota Public Assurance Alliance, and;

Whereas, pursuant to the authority granted by SDCL ch. 1-24 and any acts amendatory thereto, the undersigned executes this document for purposes of joining or reaffirming membership, by virtue of an intergovernmental contract, the local government risk pool known as the South Dakota Public Assurance Alliance;

Now, therefore, the undersigned executes this Agreement in consideration for other Governmental Authorities executing this Agreement for the purpose of joining or reaffirming their membership in a local government risk pool known as the South Dakota Public Assurance Alliance. The undersigned agrees to abide by the terms and conditions of this Contract and all actions taken pursuant to this Contract. In consideration of the mutual covenants of all signatories to this Intergovernmental Contract it is agreed as follows:

ARTICLE I – NAME

The Pool created by this Contract shall be known as the South Dakota Public Assurance Alliance, hereinafter referred to as the "Alliance".

Commented [D1]: Common drafting practice to make it clear throughout that "Alliance" means SDPAA.

~~The signatories hereto, together with future signatories, establish a contractual local government risk pool for the purpose of effectuating this Agreement; which Pool shall have a perpetual duration and shall continue until terminated pursuant to the terms and conditions of the Agreement.~~

Commented [D2]: Moved to Purpose article directly below as it belongs in that section, not here.

ARTICLE II – PURPOSE

The signatories hereto, together with future signatories, establish a contractual local government risk pool for the purpose of effectuating this Agreement; which Pool shall have a perpetual duration and shall continue until terminated pursuant to the terms and conditions of the Agreement. The purpose of this Agreement is to enter into an Intergovernmental Contract to form a local government risk pool, to provide for joint or cooperative action by Members relative to their financial and administrative resources for the purpose of providing risk management services and risk sharing facilities to the Members and to the Member's employees, and to defend and protect, in accordance with this Agreement, any Member of the Alliance against liability as defined under Pool Retention and in the Member's Risk Sharing Certificate. This Contract and the activities hereunder shall not constitute doing an insurance business. This Agreement is intended to create a contractual relationship and agreement between the signatories.

This Agreement shall constitute a contract among those Governmental Authorities which shall now or at any time enter into this Agreement and become Members of the Alliance.

The liability of each Member is limited to the amount of financial contributions required to be made to the Alliance pursuant to the Agreement except in the event of termination of the Alliance as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII.

This Agreement shall not inure to the benefit of third parties nor does any party hereto waive such sovereign or governmental immunity as may be available to it individually.

SDPAA (01.01.2020)
)

In no event shall a Member be responsible, jointly or severally, for the liabilities of any other Member except in the event of termination of the Alliance by the Alliance membership as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII when all Alliance Members would be responsible for a joint liability of the Alliance. In no event will an individual Member be responsible for any liabilities of any other Member.

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Commented [D3]: Clarifies that an individual Member is not responsible for the liabilities of any other individual Member.

ARTICLE III – DEFINITIONS

In the interpretation of this Agreement the following definitions shall apply unless the context requires another interpretation:

1. Acts --“Acts” shall mean such Acts of the State of South Dakota, pursuant to which this Contract is executed, as the same may be amended from time to time.
2. Administrator -- “Administrator” shall mean the South Dakota Public Assurance Alliance.
3. Agreement --“Agreement” shall mean this Intergovernmental Contract for the South Dakota Public Assurance Alliance and all of the counterparts subsequently executed.
4. Alliance --“Alliance” shall be the sum of all the contracts or contractual obligations of the Members.
5. Annual Operating Contribution --“Annual Operating Contribution” shall mean those amounts necessary to fund the expenses of the Alliance.
6. Basis Rate --“Basis Rate” shall mean that amount annually promulgated by the Administrator deemed necessary to provide the Scope of Coverage afforded to a Member for the period of one year corresponding to the Risk Sharing Certificate effective date with due consideration to the Member’s individual characteristics.
7. Board --“Board” shall mean the Board of Directors of the South Dakota Public Assurance Alliance.
8. Casualty Coverage --“Casualty Coverage” shall mean the coverage afforded a Member for Casualty Risk, pursuant to the Member’s Risk Sharing Certificate and subsequent amendments and/or endorsements thereto.
9. Casualty Risk --“Casualty Risk” shall mean General Liability, Government Officials Liability, Law Enforcement Liability, Automobile Liability and other similar coverages usual to a Governmental Authority.
10. Claims Administrator --“Claims Administrator” shall mean any entity with whom the Administrator enters a contract for claims services.
11. Contract(s) --“Contract(s)” shall mean this Agreement and all of its counterparts.
12. Governmental Authority --“Governmental Authority” shall mean a public agency or any joint power agreement or separate entities consisting entirely of public agencies as defined in the Act.
13. Limits of Coverage --“Limits of Coverage” shall mean the limits of coverage established by any applicable coverage document, the Risk Sharing Certificate, and any other document or agreement that establishes and controls limits of various coverages provided to the Member.

14. Member --"Member" shall mean a Governmental Authority participating in the South Dakota Public Assurance Alliance by executing this Agreement.
15. Member's Contribution --"Member's Contribution" shall mean all amounts paid by Members and allocated to the Operating Fund.
16. Operating Fund --"Operating Fund" shall mean those amounts allocated to and designated as "Net Assets-Unrestricted" in the Alliance's financial statements, as a result of increasing such amounts by the Annual Operating Contribution and investment income, and subtracting the expenses of the Alliance.
17. Pool --"Pool" shall mean the cumulative funds collected under this Contract and the contractual activities conducted hereunder, also sometimes referred to as the Alliance. The Pool is the sum of all Members' funds and contractual duties, benefits and obligations.
18. Pool Retention --"Pool Retention" shall mean the amount that the Board may determine to retain as a designated retention from time-to-time.
19. Property Coverage --"Property Coverage" shall mean the coverage afforded a Member for Property Risk, pursuant to the Member's Risk Sharing Certificate and subsequent amendments and/or endorsements thereto.
20. Property Risk --"Property Risk" shall mean Property, Vehicle Physical Damage, Inland Marine, Crime, Boiler and Machinery, and other similar coverages usual to a Governmental Authority.
21. Risk Sharing Certificate --"Risk Sharing Certificate" shall mean that document provided a Member evidencing the scope, nature, term, and limits of participation in the Alliance.
22. Scope of Coverage --"Scope of Coverage" shall mean the coverage, limits, and deductibles as established and defined in this agreement, any applicable separate coverage document, the Risk Sharing Certificate, and any other applicable document defining or establishing such terms, and subsequent amendments thereto.

ARTICLE IV – MEMBERSHIP

Contractual membership of the Alliance shall consist of Governmental Authorities who have entered into this Agreement or its counterpart by and through an individual duly authorized to execute this Agreement, and who have agreed to make the Member's Contribution pursuant to the further provisions hereof. Members agree to the admission of future Members and acknowledge that they shall have no right to object to the addition of such Members provided they are admitted in accordance with the terms hereof. This Agreement shall be automatically renewed unless the provisions for withdrawal or termination are applied.

Each Member shall appoint an individual and an alternate to represent the Member with the Alliance. That individual or alternate shall act as a liaison between the Member and the Alliance for purposes of relating risk reduction and loss control information, and any other information or instructions concerning the obligations of the Member imposed by this Agreement and the rules and regulations established hereunder. The individual or alternate shall cast, on behalf of the Member, any vote which the Member is required or permitted to cast.

The obligations of Members of the Alliance shall include, but not necessarily be limited to, the following:

1. To promptly report to the Administrator or designated Claims Administrator any incident which could result in a claim being made by or against the Member within the Scope of Coverage.

2. To cooperate with and institute to the degree possible all loss prevention procedures established by the Administrator.
3. To provide to the Administrator such information as needed for rating purposes, including but not limited to, a completed renewal packet and any supplement questionnaires, as requested, and a budget approved by Member's governing body of all revenues and expenditures for any fiscal year of the Member requested by the Administrator.
4. To provide representatives of the Administrator access to all records, including financial records and/or properties of the Member, provided the Administrator determines the information or access is necessary.
5. To cooperate with the Administrator and any employee, officer or independent contractor relating to the purpose and powers of the Alliance.
6. To allow attorneys and others employed by the Administrator to represent the Member in investigation, settlement, and all levels of litigation arising out of any claim made against the Member within the Scope of Coverage furnished by the Alliance.
7. To pay when due all annual contributions or other contributions, due or required, pursuant to this Agreement.

ARTICLE V – BOARD OF DIRECTORS

1. Administration of the Contract(s). The administration of this Contract(s) and management of the Alliance shall be governed by a Board of Directors of eleven (11) members comprised of six (6) municipal representatives, three (3) county representatives and the Executive Directors of the South Dakota Municipal League and the South Dakota Association of County Commissioners.
2. Qualifications of Members of the Board. Members of the Board shall be either:
 - a. Elected officials of an Alliance Member provided the governing board of the Member in question has supported their appointment or candidacy by Resolution; or
 - b. Representatives, employees or appointed officials of an Alliance Member provided the governing board of the Member in question has supported their appointment or candidacy by Resolution; or
 - c. No Member may support the appointment or candidacy of more than one person to the Board in any given year. If such person is later unable to assume office as a member of the Board for any reason, then this prohibition shall not apply.
 - d. The Executive Directors of the South Dakota Municipal League and the South Dakota Association of County Commissioners are qualified by the nature of their respective positions and shall remain standing members of the Board.
3. If a Board member initially appointed or elected to the Board based on their status as an elected or appointed official, or employee of a Member leaves office or employment with that Member during their term, they may continue to serve and complete their current term unless and until they resign, are removed pursuant to the terms and conditions of this Article, or until such time as the Member which initially sponsored their appointment or candidacy revokes their resolution of support in writing. Such revocation must be in writing or by electronic communication and in the form of a resolution of revocation. It must be provided to the Chair and Vice-Chair by the sponsoring Member. Such revocation shall create a vacancy to be filled pursuant to the provisions of Article V, Paragraph 5.
4. A Board member initially appointed or elected to the Board based on their status as a representative of a Member may serve unless and until they resign, are removed pursuant to the terms and conditions of this Article, or until such time as the Member which initially sponsored their appointment or candidacy revokes their resolution of support in writing. Such revocation must be in writing or by electronic communication by and in the form of a resolution of revocation. It must be provided to the Chair and Vice-Chair by the sponsoring Member. Such written revocation shall create a vacancy to be filled pursuant to the provisions of Article V, Paragraph 5.

5. Eligibility and Vacancies. The Board shall be the judge of the election and qualifications of its members and of the grounds for their forfeiture of office. The Board may remove any Board member for cause as determined by a 2/3 vote of the entire Board. "For cause" shall include but not be limited to a Board member having excessive absences from the meetings of the full Board or any other instance where a Board member's continued service has become untenable by the sole determination of a 2/3 vote of the Board. Such removal for cause of a Board member shall then be deemed a vacancy as described by this Article. Should the number of members of the Board become reduced due to disqualification, death, incompetence, resignation or other cause, the remaining members of the Board may appoint a person or persons to fill such a vacancy or vacancies until the time of the next annual meeting of the South Dakota Public Assurance Alliance so that the Board shall be maintained numerically during that time. At the next annual meeting of the South Dakota Public Assurance Alliance, the Nominating Committee of the Board of Directors shall recommend one candidate to fill each vacant position on the Board for the remainder of the term left open and Member entities of the South Dakota Public Assurance Alliance present at that annual meeting shall vote on the candidate recommended by the Nominating Committee in the manner described in paragraph 64 below. Any member of the Board may resign by sending notice of his/her resignation to the Chair of the Board and the Administrator.

Commented [D4]: The absences issue below is placed in this paragraph. The Board's authority to remove a Board member is expanded to when a Board member's continued service on the Board becomes untenable for any reason. The Board takes its fiduciary duties seriously and should be able to remove a Board member whose continued service may call into question their ability to maintain those fiduciary duties, such as someone who is charged with or convicted of a felony, a crime of dishonesty, or a heinous act.

6. Election and Term of Members of the Board. An election shall be held at the annual meeting of the South Dakota Public Assurance Alliance to fill any Board position that is open, or will become open as the result of an expiring term or vacancy as described in this Article, paragraph 3 above. Applications for all open positions to be filled at such an election shall be submitted in writing to the Nominating Committee of the Board of Directors at least thirty (30) days prior to the date of the South Dakota Public Assurance Alliance annual meeting in question. The Nominating Committee will consider all applications received and recommend one candidate to fill each open Board position. The election held at the annual meeting of the South Dakota Public Assurance Alliance shall be determined by a majority of those Alliance Member entities present and voting at the annual meeting with each Member entity having one vote. A candidate recommended by the Nominating Committee and nominated at the annual meeting shall be deemed elected if he/she receives more than 50% of the votes cast by those Member entities present and voting at the election. If the candidate nominated fails to receive a majority of votes cast at the election then the Nominating Committee shall recommend a second person to stand at election at the same annual meeting. Board members elected at such an election shall take office on the following January 1. All Board members shall be elected to a three (3) year term. A Board member may be removed for just cause by a majority vote of the Board of Directors. There shall be no prohibition on election to successive terms.

7. Meetings of the Board. The Board of Directors shall hold its annual meeting in conjunction with the annual meeting of the South Dakota Municipal League. The Board shall meet a minimum of four (4) times per year and at such other times as called by the Chair. Any item of Alliance business may be considered at such meetings. Special meetings may be called by the Chair or by a majority of the Board of Directors. Meetings may be held by teleconference through any audio or video medium, phone or by written executed document.

Commented [D5]: Makes it consistent with last sentence which allows the Chair to call a meeting "at such other times. . ."

Commented [D6]: Adopted the language from SDCL on "telephonic" meetings.

Any member of the Board who has two (2) absences from the meetings of the full Board that have not been excused by the Chair in any one (1) calendar year may be replaced by the Board.

8. Executive Committee. The Executive Committee shall be comprised of five (5) members including the three officers elected by the Board, one at-large Board member selected by a majority vote of the Board and the Executive Director of the South Dakota Municipal League. The Committee shall be chaired by the Chair of the Board. The Committee shall inform and direct the Executive Director of the South Dakota Public Assurance Alliance on Board policy and shall make recommendations to the Board as it deems necessary for the prudent operation and management of the Alliance.

9. Officers. By majority vote, the Board of Directors, at its December Board meeting or at a Special Meeting held for the purpose of such election shall select from the members of the Board, a Chair, Vice-Chair, and Secretary/Treasurer.

Commented [D7]: In the rare event that the December meeting cannot be held for some reason, this allows an election of officers at another convenient time. I have seen organizations with this specific meeting restriction for elections go another year with the same officers.

ARTICLE VI – POWERS AND DUTIES

The Board of Directors shall be permitted and the undersigned authorizes it to perform and carry out, or delegate to others to perform and carry out, on behalf of the undersigned, each and every act necessary, convenient or desirable to, and for carrying out the purpose of this Contract and the Alliance, including but not limited to:

1. Administer the Alliance, receive Member's Contributions (contracted obligations) to the Alliance, and settle and pay claims and losses on behalf of its Members;
2. Make and enter into contracts to conduct and operate the Alliance;
3. Employ employees and agents on behalf of the undersigned;
4. Incur liabilities and charges against the common funds of the Alliance, but no charge, liability or obligation so incurred shall be the charge, liability or obligation of any individual party to this Agreement;
5. Sue or be sued in the Member's name or collective names, and defend such claims;
6. Acquire, or dispose of real and/or personal property;
7. Advise Members on loss control guidelines and procedures, and provide Members with risk management services, loss control, and risk reduction information;
8. Purchase for the Members reinsurance and/or excess insurance and/or enter into such excess risk sharing pools as may be available and deemed desirable for the protection of the Members and/or the Alliance itself;
9. Invest, on behalf of the Members, Alliance funds in securities and investments in a prudent and lawful manner;
10. Promulgate procedures and regulations for the general administration of this Contract(s);
11. Take such action as is necessary to terminate the participation/contract of any Member that fails to comply with the reasonable requirements of the Administrator concerning contractual obligations;
12. Provide surety and/or fidelity bonds, as may be available, for members of the Board, and all persons charged with the custody or investment of Alliance monies.

ARTICLE VII – LIABILITY OF THE BOARD OF DIRECTORS, ADMINISTRATOR, OR EMPLOYEES

The members of the Board of Directors, the Administrator, its directors, officers, and employees shall:

1. Use reasonable and ordinary care in the exercise of their duties hereunder;
2. Be afforded all of the privileges and immunities that may attach under any applicable law;
3. Not be liable for, and be held harmless and defended by the undersigned and from Alliance funds, for any act of negligence, any mistake of judgment or any other action made, taken or omitted in good faith;
4. Not be liable for any loss incurred through investment of funds or failure to invest such funds.

The Administrator may purchase, subject to availability and cost, insurance providing coverage for the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees.

The undersigned shall and the funds of the Alliance shall be used to hold harmless and defend the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees for any act or omission taken or omitted in good faith by the Board of Directors, its officers and members, the Administrator, its directors, officers, and employees. The hold harmless and indemnity provisions of the undersigned shall be joint and several with all signatories to this Contract; provided, however, this obligation shall be considered an expense of the Alliance and in no event shall any individual signator

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be liable for more than its pro rata annual contribution herein except in the event of termination of the Alliance as described in Article XI or in the event of a deficit in the Operating Fund as provided in Article VIII. Nothing contained herein shall be construed as to require the undersigned to hold harmless or defend any party from any act done in bad faith or any breach of a fiduciary duty.

No covenant or agreement contained herein shall be deemed to be the covenant or agreement of any member of the Board of Directors or the Administrator nor any of its employees and none of such persons shall be subject to any personal liability or accountability by reason of the acceptance of a position or the undertaking of the performance of any of the responsibilities, obligations or duties contemplated in the carrying out of this Agreement, whether by virtue of any construction, statute or rule of law.

ARTICLE VIII – ESTABLISHMENT OF OPERATING FUND

1. The Board shall establish a budget which shall consist of Member's Contributions in amounts not less than the Administrator deems sufficient to annually produce the sum of money reasonably necessary to fund the expenses and any deficiencies which may occur in the Alliance's Operating Fund regulatory authority; the sum of which shall be known as the Annual Budget.
2. Thirty (30) days prior to the Alliance's fiscal year end, or at such other time as directed by the Board, the Administrator shall prepare an Annual Budget for the succeeding fiscal year. The Annual Budget shall be used to assist in determining the annual rates for the Alliance. The rates determined by the approval of the Annual Budget by the Board of Directors are used to determine the contributions for each Member, based on their exposures. Members' Annual Operating Contributions will be determined on an individual basis, based on detailed analysis of exposures and for a one (1) year period from their Risk Sharing Certificate effective date of coverage.
3. In the event that the Operating Fund becomes deficient during any Alliance fiscal year, the Alliance shall liquidate any and all assets and continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the Risk Sharing Certificate until all funds of the Alliance are exhausted. After such time, all coverages and payment of valid claims shall be the sole and separate obligation of each individual Member.

ARTICLE IX – MEMBER'S WITHDRAWAL, CANCELLATION, OR TERMINATION

1. Members agree to continue membership for a period of not less than one (1) full year. At the conclusion of such period, or anniversary thereof, a Member who has given sixty (60) days prior written notice to the Alliance may withdraw. A Member who has not given sixty (60) days prior written notice to the Alliance to withdraw may not withdraw for an additional one (1) full year. Within 120 days following withdrawal, or as soon thereafter as the next Annual Budget is completed, the Alliance will advise the withdrawing Member their total calculated portion of contributions made to the Alliance that shall be refunded.

Refunds shall be calculated based on the pool's total contributions, along with the Member's total contributions, current losses, unpaid losses, and loss expenses, the Member's loss ratio, and number of membership years.

Members who withdraw from the pool shall receive a calculated portion of their contributions refunded for unpaid casualty losses, based on the following schedule:

Years	Percentage
1	55%
50%	
2	40%
2	35%
2	30%
6+	20%

All refunds shall be paid to the withdrawing Member over a five-year term.

Commented [D8]: Eliminates the partial refund for withdrawing Members. An informal poll of almost 40 public entity pools discovered that the SDPAA is the only public pool doing such a partial refund. The grounds for such elimination are contained within the proposed SDPAA Policy on Departing Members.

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Anything contained in this Agreement to the contrary notwithstanding, a Member's election to cease participation in the Alliance for Property Coverage shall not constitute a withdrawal under any other terms and conditions of the Agreement. Property Coverage applies only to losses or claims which occur prior to the termination date. All rights for reimbursement or any right to claims against the Alliance shall terminate for Property losses which occur after the termination date.

Effective 12:01 a.m. on the date of the withdrawal and notwithstanding anything contained to the contrary within this Agreement or attachments hereto or the Risk Sharing Certificate issued pursuant to this Agreement, payments for all ~~known and unknown~~ Casualty Coverage claims or claims expense shall thereafter become the sole responsibility of the withdrawing Member ~~unless the withdrawal is without regard to whether a claim occurred or was reported prior to the withdrawal of the Member's participation in the Alliance.~~

Commented [D9]: The SDPAA retains any reported claims. Withdrawing Members assume the risk of any unreported claims once their withdrawal is official. The partial refund was originally intended to provide the withdrawing Member with funds to handle their reported claims that they took with them, but the partial refund has been eliminated under this proposal.

Effective 12:01 a.m. on the date of the withdrawal and notwithstanding anything contained to the contrary within this Agreement or attachments hereto or the Risk Sharing Certificate issued pursuant to this Agreement, payments for all Property claim reported in a timely manner not to exceed sixty (60) days after its occurrence shall be covered by the Alliance if the claim occurred during the period the Risk Sharing Certificate was in effect and if coverage is otherwise available under the Risk Sharing Certificate.

~~At the request of the withdrawing Member, the Alliance will continue to service all claims which have been reported to the Alliance during the withdrawing Member's period of participation so long as the withdrawing Member shall promptly reimburse the Alliance for all claims expenses incurred. Payment of all claims so serviced by the Alliance for the withdrawing Member shall be made by the sole responsibility of the withdrawing Member and the Alliance shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph.~~

Anything contained in this Agreement to the contrary notwithstanding, a Member that has given notice of withdrawal may rescind said notice provided written notice of rescission is sent to the Alliance within the sixty (60) day period and provided further all contributions required from said Member are made in a timely fashion.

2. The Alliance may, by a two thirds (2/3) majority of the Board and by providing a Member sixty (60) days prior written notice, cancel that Member's participation in the Alliance and terminate its Intergovernmental Contract effective at the end of any Risk Sharing Certificate year. Thereafter, it shall be the responsibility of the Alliance to defend, settle, and pay claims within the scope and limits set forth in the cancelled Member's Risk Sharing Certificate in effect on the date of the occurrence out of which such claim arose. This provision shall apply solely to claims which occurred during a Member's participation and evidenced by the Member's Risk Sharing Certificate. The cancelled Member shall have the right, prior to the actual date of cancellation, to withdraw from the Alliance by giving notice of such withdrawal. Electing to so withdraw, the Member shall be subject to the provisions of paragraph one (1) of this Article. ~~Failing to elect to give notice of withdrawal, the cancelled Member forfeits all rights to a refund of any contributions made to the Alliance by said cancelled Member.~~

3. Any Member failing to make payments when due as required by this Agreement shall be terminated from the Alliance effective on the date the payment was due and upon that effective date of termination all coverages and benefits hereunder shall cease. All known and unknown claims and claims expenses thereafter shall become the sole responsibility of the terminated Member without regard to whether a claim occurred or was reported prior to the termination of the Member's participation in the Alliance. At the request of the terminated Member, the Alliance will continue to service all claims which have been reported to the Alliance during the terminated Member's period of participation so long as the terminated Member shall promptly reimburse the Alliance for all claims the terminated Member and the Alliance shall incur no liability for payment of claims by virtue of servicing claims under the terms of this paragraph. ~~The terminated Member shall also forfeit all rights to any return of contributions and the Alliance shall apply any or all of the terminated Member's forfeited funds to the Operating Fund.~~ If the Member shall subsequently submit its payment, the Administrator may, in its discretion, reinstate such membership.

4. Any Member who elects to withdraw pursuant to Paragraph 1 of this Article is prohibited from rejoining the Alliance for a period of two years.

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Commented [D10]: A common provision for public pools to discourage price shopping departures as the pool's joint success depends on Members taking the loss control measures seriously. If they leave for another coverage provider, then they won't receive loss control services and they are no longer incentivized to effect those loss control recommendations from the SDPAA. See proposed SDPAA Policy on Member Departures.

ARTICLE X – SCOPE OF RISK SHARING PROTECTION

1. The Alliance provides risk sharing protection to each Member and will make or secure payment on behalf of each Member under criteria and procedures established for the payment of claims as provided in the Member's Risk Sharing Certificate. As long as a Member continues to renew its annual Risk Sharing Certificate, any claim that occurred during the period the Risk Sharing Certificate is in effect shall be considered for payment as provided in the Member's Risk Sharing Certificate.
2. The Alliance may obtain excess insurance, reinsurance, or join in excess risk sharing pools.
3. In the event that a claim or series of claims exceeds the amount of the risk sharing protection provided by the Member's Risk Sharing Certificate, or in the event that a claim or a series of claims should exhaust the Operating Fund and any reinsurance, then payment of valid claims shall be the sole and separate obligation of the individual Member or Members against whom the claim was made and perfected by litigation or settlement.
4. A Member may purchase, in its sole discretion, any insurance coverage in addition to those amounts purchased by the Alliance.
5. The Board may make changes in the Scope of Coverage, the amount of risk sharing protection or risk sharing retention by the Alliance upon consideration of the needs and requirements of Members, loss experience, and/or the kind and amounts of reinsurance or other excess coverage available. Where the Board takes such action, immediate notice after taking of such action shall be sent to all Members or their representatives.

ARTICLE XI – TERMINATION

The Alliance shall terminate at such time as two-thirds (2/3) of the municipal and county Members vote for such termination. After a vote to terminate, the Board shall commence with the orderly liquidation of the Alliance's business and shall complete the same as promptly as possible. During such period of liquidation the Alliance shall continue to pay claims and losses incurred within the Scope of Coverage and pursuant to the Risk Sharing Certificate until all funds of the Alliance are exhausted. After payment of all claims and losses, any remaining funds held by the Alliance shall be paid to all Members of the Alliance at the time of the vote of termination, on a pro rata basis determined by the Board.

To the extent of the existence of funds in the Operating Fund, no Member shall be responsible for any claim, claims, judgment or judgments against any other Member or Members. If upon termination of the Alliance the remaining assets of the Alliance are insufficient to satisfy indebtedness of the Alliance (excluding claims or judgments against the Members), such deficiency shall be made up by assessments against Members of the Alliance on a pro rata basis determined by the Board.

ARTICLE XII – MISCELLANEOUS PROVISIONS

1. The provisions of this Agreement shall be interpreted pursuant to the laws of the State of South Dakota.
2. The parties hereto consent that courts in the State of South Dakota shall have jurisdiction over any dispute arising under this Agreement. The terms of this Agreement may be enforced in a court of law in the State of South Dakota either by the Alliance or by any Member.
3. The consideration for the obligations imposed upon Members pursuant to and under this Agreement shall be based upon the mutual promises and agreements of all Members who now execute or who hereinafter execute this Agreement.
4. This Agreement may be executed in duplicate originals or counterparts now or at any time in the future. The individual executing this Agreement on behalf of the participating Member hereby represents and certifies that he/she is duly empowered to so execute this document.
5. No waiver of any breach of this Agreement or any provisions herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any of the other provisions herein contained. No extension of time for

Commented [D11]: If the membership terminates the SDPAA, then an assessment could occur if the SDPAA's joint obligations cannot be satisfied from the operating fund. Very few joint obligations could exist at the time of a termination by the membership. Each individual Member retains the responsibility for their own claims and judgments even after termination by the membership per this Article.

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performance of any obligation or act shall be deemed an extension of time for performance of any other obligations or acts.

6. This Agreement shall be binding and shall inure to the benefit of all Members who shall have executed this Agreement and complied with the financial requirements hereunder and provided that the Members shall have been duly approved in accordance with the terms and provisions of this Agreement.
7. The provisions of this Agreement shall be deemed severable and if any provision or part thereof is held illegal, void or invalid under applicable law, such provision or part may be changed to the extent reasonably necessary to make the provision or part, as so changed, legal, valid or binding. If any provision of this Agreement is held illegal, void or invalid in its entirety, the remaining provisions of this Agreement shall not in any way be affected or impaired but shall remain binding in accordance with their terms and this Agreement shall be so interpreted.
8. This Agreement and the Risk Sharing Certificate contain the complete Agreement between the parties and no representations or oral statements made or heretofore given shall constitute a part of this Agreement. In the event that any provision of this Agreement is in conflict with or is incompatible with such, the terms and conditions of this Agreement shall prevail and take precedence.
9. This Agreement may be altered or amended only by amendments duly adopted in accordance with the terms and conditions of this Agreement; provided, however, that the Risk Sharing Certificate may be amended from time to time to reflect the exposures of each Member and such changes shall be exempted from the preceding terms of this paragraph.
10. The caption headings used in this Agreement are used merely for identification purposes and shall not be deemed a part of this Agreement.
11. Whenever in this Agreement words, including pronouns, are used in the singular or plural, or masculine or feminine, they may be read and construed in the plural or singular, or feminine or masculine, respectively, wherever they so apply.

12. This Agreement may be amended by the Board with the approval of two-thirds (2/3) of the members of the Board. All Members agree to properly execute and adopt amendments so approved. The payment of the Member's Contribution to the SDPAA for the upcoming year shall be deemed consent of that Member to the terms and conditions of this Agreement and any Amendments hereto.

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Commented [D12]: Their consent is implied by law upon the payment of their contribution, so this provision makes everyone aware that the payment is deemed consent.

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12.

- 14.13. The Board may, with the approval of two-thirds (2/3) of the members of the Board, elect to reform or reconstitute the Alliance to a stock, mutual, or reciprocal insurance company operating as a captive, Risk Retention Group, or other risk sharing entity.

- 15.14. The Alliance shall maintain a fiscal year ending December 31.

ARTICLE XIII – AGENT AND OFFICE

The agent of the Alliance for service of notice shall be the Administrator, South Dakota Public Assurance Alliance, 208 Island Drive, Ft. Pierre, SD 57532.

ARTICLE XIV – NOTICE

All notices required to be given under this Agreement pursuant to Article IX shall be in writing and sent by certified mail, return receipt requested, with postage prepaid. Notices by a Member to the Alliance under Article IX shall be sent to

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the address in Article XIII to the attention of the Administrator. Notices to any Member under Article IX shall be sent to the representative of the Member at the Member's last known address.

Notices to be given under this Agreement pursuant to Article X, 5. shall be sent to all Members or their representatives following Board action at their last known address or their last known electronic address

Commented [D13]: A nod to the 21st Century method of communication.

In the event that any party to this Agreement desires to change its address, notice of change of address shall be sent to the other party in accordance with the terms and provisions in this Article.

In Witness whereof, this Agreement was executed on the _____ day of _____ in the year _____ by the undersigned duly authorized officer of the Governmental Authority indicated below:

GOVERNMENTAL
AUTHORITY:

Name of Entity

ACCEPTED FOR THE
SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE



By: _____

By: _____

PRINT NAME: _____

TITLE: Executive Director
ADMINISTRATOR ON BEHALF OF ALL OTHER
CURRENT AND FUTURE SIGNATORIES

TITLE: _____



South Dakota Public Assurance Alliance Policy on Member Departures

Effective October 5, 2021

Background

The South Dakota Public Assurance Alliance (SDPAA) was established by local governments in South Dakota in 1987 to provide unique solutions for property and liability coverages and services for themselves at a time when private coverage was too costly or simply unavailable. Since that time, the SDPAA has extended significant resources in providing services to its Members that would not be offered by any private coverage provider, including the following:

1. Loss control surveys are provided every three years and on an as-needed basis. To encourage Members to follow-through with the recommendations stemming from these loss control surveys, the SDPAA devotes most of its investment income each year to provide loss control credits to Members to incentivize them to effect these recommended changes.
2. Property valuation services are provided every four years and on an as-needed basis. The SDPAA devotes considerable resources to ensure that Members' covered properties are valued accurately so that Members are not contributing too much for an over-valued property but have valued the property appropriately so the needed coverage amount is available.
3. An Employment Practices Hotline (EPH) for Members to consult with an expert employment lawyer on any potential employment claim, with up to one hour of free consultation. Sixty-eight Members made 199 calls to the EPH in 2020 alone.
4. A Government Practices Hotline (GPH) for Members is provided to consult with an expert local government lawyer on any civil issue related to government services, with up to one hour of free consultation. Forty-one Members made 49 calls to the GPH in 2020 alone.
5. The SDPAA provides expert legal drafting of Model Employment policies, Model Zoning ordinances, Facilities-Use Agreement templates, Law Enforcement Agency Procedures, and other materials. Members are then able to contact the EPH or GPH for further guidance in building upon those templates to fashion their own unique policies or ordinances.
6. Each year the SDPAA provides through its loss control vendor thousands of hours of training opportunities. This past year, 1,725 Member employees attended 69 in-person trainings, even during a roll-back due to the pandemic. Sixty Members completed 3,756 on-line courses, with multiple

attendees for every Member. Forty-eight Members viewed 1,059 training videos, with multiple attendees. Forty-nine Member law enforcement agencies completed 3,697 training courses. The SDPAA has committed additional resources so that in-person law enforcement trainings will be available on-site to each of the Member local jails on a regular basis. Each year the SDPAA co-sponsors a Safety and Loss Control Conference attended by hundreds of Members' employees. The SDPAA trainings are so extensive and comprehensive that most Members rely solely on the SDPAA training opportunities to satisfy all their training needs every year. The training budget savings can then be devoted to other public projects that benefit their communities.

7. Each year the SDPAA sponsors speakers and trainings for thousands of Members' employees on a wide variety of topics at events throughout the year.
8. The SDPAA is now offering free cybersecurity assessments for each Member through a partnership with Dakota State University. The SDPAA's cyber liability coverage is included with membership in the SDPAA Liability program. This coverage offers the assistance of national expert "breach coaches" for any suspected breach.

Policy

Upon consideration of the extensive resources devoted to these loss control efforts, the SDPAA Board of Directors hereby adopts the following policies related to Member departures from the SDPAA:

1. Members who leave the SDPAA are prohibited from re-entering any SDPAA property or liability program for a period of two years without the specific approval from the SDPAA Board of Directors. The departed Member must show a substantial commitment to engage in loss control efforts if they are allowed to re-join the SDPAA prior to the two-year period. The SDPAA intends to discourage public entities from repeatedly entering and leaving SDPAA programs based solely on the current year price.
2. Departing Members will no longer be eligible for any partial refund of the calculated portion of their contributions which was previously allowed

under Article IX of the Intergovernmental Contract (IGC). The prior IGC provided the departing Member with such a partial refund because the departing Member took sole responsibility for all claims and claims expenses whether reported or unreported at the time of their departure from the SDPAA. With such partial refund being no longer available, the SDPAA will now assume responsibility for all reported claims of a departing Member pursuant to the revised IGC.

Policy Rationale

The SDPAA intends to discourage public entities from repeatedly entering and leaving SDPAA programs based solely on the current year price. This price-shopping practice is problematic for the following primary reasons:

1. The SDPAA devotes substantial resources to loss control efforts for its Members, as noted in the Background section above. These collective Member resources are directed at new Members when they first join the SDPAA and continue with all Members on a consistent basis. This commitment of collective resources is not well spent on Members who are not likewise committed to loss control efforts. Any other coverage provider will not provide such loss control services to that departed Member and will not provide any incentives for that departed Member to engage in loss control measures. If those departed Members return, then there is no guarantee that they have engaged in any loss control during their absence from the SDPAA. A lapse in such efforts can be harmful to the public that all Members serve and can drive up the costs of potential claims if a departed Member rejoins the SDPAA at a later date.
2. As the SDPAA is a cooperative quasi-governmental entity formed by joint powers agreements among its local government Members in South Dakota, each Member has a right to expect other Members to make a serious effort to control losses for their collective benefit and for the benefit of the public that they serve. A Member that is willing to leave if another coverage provider offers a lower immediate cost has not made the long-term commitment that is needed for the pooling concept to succeed.

The partial refund paid over a five-year period as contained in Article IX of the IGC for a departing Member was intended to provide funds for a departing Member to pay the claims and claims expenses for any reported claims that the Member was required to take with them if they left the SDPAA. Experience has shown that a few departing Members have been opportunistic with this situation and have waited until a moment when they have no reported claims to then quickly depart from the SDPAA for their own short-term gain from receiving such a partial refund. The departed Member then returns to the SDPAA in the near future while the partial refund payments continue as provided by the IGC. This maneuver leaves the SDPAA Members' collective resources vulnerable to these opportunistic departures. It is not in the best interests of the Members as a whole or in the best interest of the public that the Members serve. The SDPAA will eliminate this provision to preserve Members' collective resources for loss control efforts and other efforts that benefit all the Members and the public. In recognition of the elimination of this partial refund that was intended for the payment of such claims and expenses that the departing Member retained, the SDPAA will now retain any reported claims of a departing Member. The departing Member continues to assume all responsibility for any unreported claims as provided in the IGC.

This policy is intended to encourage Members to consider the long-term advantages of SDPAA membership before terminating their membership. The SDPAA's Board of Directors considers this policy to represent a reasonable balance between the mission of meeting SDPAA Members' risk management and collective needs and, at the same time, protecting long-term Members from being taken advantage of by Members that take an opportunistic price-shopping approach.

Implementation

The SDPAA Board of Directors will amend the IGC to reflect these changes in accordance with this Policy.

Adopted by the South Dakota Public Assurance Alliance Board of Directors on October 5, 2021.

Source: October 5, 2021 Board of Directors meeting Minutes.

RESOLUTION NO: 2022-01**CITY OF DEADWOOD EMPLOYEE WAGES FOR THE YEAR 2022**

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood hereby approves the following wages for City of Deadwood employees for the year 2022 and shall be paid bi-weekly: Randy Adler, \$27.09 per hour; Bonny Anfinson, \$22.74 per hour; Ken Batka, \$23.22 per hour; Reece Beck, \$14.26 per hour; Dylan Bell, \$25.79 per hour; William Binder, \$21.62 per hour; Kathryn Bogner, \$19.21 per hour; Anthony Bradley, \$29.71 per hour; Daniel Bridenstine, \$24.14 per hour; Patricia Brown, \$53,045.00 per year; Dane Burghduff, \$13.27 per hour; William Burleson, \$28.29 per hour; Anna Campbell, \$13.27 per hour; Hannah Campbell, \$13.27 per hour; Kasey Campbell, \$23.28 per hour; Deam Carollo, \$16.40 per hour; Karla Dower, \$15.01 per hour; Donald Doyen, \$14.26 per hour; Rodney Fischer, \$15.01 per hour; Barbara Fosheim, \$13.27 per hour; Jennelea Fowls, \$13.27 per hour; Tylissa Geffre, \$13.27 per hour; Sandra Glover, \$13.27 per hour; Andrew Goodwin, \$13.27 per hour; Samantha Hamann, \$13.27 per hour; Kenneth Hawki, \$31.36 per hour; Mark Heltzel, \$23.22 per hour; Steven Henderson, \$22.41 per hour; Branden Hester, \$23.22 per hour; Tyler Huber, \$13.27 per hour; Erik Jandt, \$25.79 per hour; Rachel Janssen, \$13.27 per hour; Troy Jassman, \$22.41 per hour; Matthew Johnson, \$20.27 per hour; Michael Johnson, \$6,500.00 per year; Michael Kitzmiller, \$15.01 per hour; Tom Kruzel, \$78,608.32 per year; Kevin Kuchenbecker, \$85,176.09 per year; Andrew Larive \$26.18 per hour; Frank Lawton, \$15.01 per hour; James Lee, \$24.36 per hour; Victor Leveque, Jr., \$23.22 per hour; Don Luckie, \$15.01 per hr.; Kay Luther, \$23.22 per hour; Justin Lux, \$27.83 per hour; Doug Magnuson, \$15.01 per hr.; Dale Marlow, \$15.01 and \$17.01 per hour; Sharon Martinisko, \$6,500.00 per year; Rhonda McGrath, \$21.55 per hour; Jessicca McKeown, \$84,003.39 per year; Kathy McKillip, \$13.27 per hour; Aaron McPheeters, \$25.79 per hour; Adriane Melcher, \$13.27 per hour; Kenneth Mertens, \$84,872.00 per year; Trent Mohr, \$27.68 per hour; Allison Mollman, \$13.27 per hour; Bradley Morgan, \$13.27 per hour; Ronda Morrison, \$28.42 per hour; Casey Nelson, \$21.23 and \$16.40 per hour; Robert Nelson, Jr., \$82,644.11 per year; Debra Oban, \$15.01 per hour; Randall Oldfield, \$15.01 per hour; Aaron Olinger, \$13.27 per hour; James Olson, \$26.97 per hour; Sonya Papousek, \$25.79 per hour; Brock Pentheny, \$13.27 per hour; Janice Peppmeier, \$24.41 per hour; Cory Percy, \$23.59 per hour; Randy Pfarr, \$28.02 per hour; James Phillips, \$13.27 per hour; Charles Quenzer, \$26.21 per hour; Jerold Rachetto, \$22.33 per hour; Coltan Radensleben, \$19.21 per hour; Robert Radensleben, \$24.26 per hour; Kenneth Rehberg, \$24.38 per hour; Scott Reif, \$21.82 per hour; Clover Rhoden, \$13.27 per hour; Grace Rhoden, \$13.27 per hour; Robin Rhoden, \$13.27 per hour; Thomas Riley, \$19.39 per hour; Jeffrey Rodriguez II, \$25.79 per hour; Michael Runge, \$24.49 per hour; Jeramy Russell, \$59,808.24 per year; David Ruth Jr., \$9,500.00 per year; Tanner Ruth, \$13.27 per hour; Lance Sandidge, \$24.38 per hour; Cynthia Schneringer, \$21.55 per hour; Baylee Schultz, \$13.27 per hour; Devon Schumacher, \$23.22 per hour; Russell Seidel, \$13.50 per hour; David Semingson, \$15.01 per hour; Cory Shafer, \$27.83 per hour; Christin Sjomeling, \$13.27 per hour; Lili Sjomeling, \$14.42 per hour; Brandon Snyder, \$25.79 per hour;

Sally Sprigler, \$25.79 per hour; Danny Stacy, \$23.22 per hour; James Sternhagen, \$15.01 per hour and \$17.01 per hour; Alea Struble, \$6,500.00 per year; Matthew Symonds, \$23.22 per hour; Gary Todd, \$6,500.00 per year; Hailey Trehwella, \$19.21 per hour; Misty Trehwella, \$24.41 per hour; John Tridle, \$27.91 per hour; Trevor Tridle, \$21.34 per hour; Marie Vansickel, \$21.55 per hour; Wylie Walno, \$16.40 per hour.

Trolley Drivers who work after midnight until 6:00 am will receive an additional \$1.00 per hour for shift differential pay. Trolley Drivers who take on additional duties of carrying the pager and being on call during the absence of the trolley manager, will receive an additional \$2.00 per hour while acting as assistant manager.

Dated this 3rd day of January, 2022.

CITY OF DEADWOOD

David R. Ruth, Jr. MAYOR

ATTEST:

Jessica McKeown
City Finance Officer

RESOLUTION 2022-02**A RESOLUTION EXTENDING WORKERS' COMPENSATION COVERAGE TO
SPECIFIC INDIVIDUALS FOR THE YEAR 2021**

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood extend the South Dakota Municipal League Workers' Compensation benefit for coverage on the following individuals who are not automatically covered because they are appointed or elected to their positions:

City Commission: David Ruth Jr., Michael Johnson, Sharon Martinisko, Charlie Struble, and Gary Todd;

Historic Preservation Commission: Dale Berg, Robin Carmody, Leo Diede, Beverly Posey, Trevor Santochi, Jill Weber and Tony Williams;

Library Board: Tessa Allen, Teri Bruce, Sue DeGooyer, Emily Kutil, and Krystal Stulken;

Planning & Zoning Commission: David Bruce, Vicki Dar, Josh Keehn, John Martinisko, Kevin Wagner;

Police Department Reserve Officers: Kenneth Batka, Deam Carollo, Mark Heltzel, Kay Luther, Danny Stacy, Matthew Symonds, and Wylie Walno;

Deadwood Volunteer Fire Department: Randy Addington, Phil Arellano, Melanie Bond, Pat Eastman, Toby Edstrom, Sandy Glover, Bill Glover, Alex Hamann, Ken Hawki, Francis Iverson, Mike Klamm, Cassidy LeMons, Jeff Millard, Trent Mohr, Austin Needles, Dustin Nelson, Jerry Pontius, Cody Rakow, Jason Rakow, Rylan Rakow, Paul Robitaille, Mike Runge, Richard Stanger, Paul Thomson, Joshua Thurmes, and Anne Wieringa.

The Finance Office will be notified of any personnel changes to the above-mentioned committees and commissioners.

Dated this 6th day of January, 2021.

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

RESOLUTION 2022-03

A RESOLUTION DESIGNATING SPECIAL EVENTS RECOGNIZED BY THE CITY OF DEADWOOD FOR PURPOSES OF ORDINANCES 15.32.100 AND 15.32.140

BE IT RESOLVED by the Deadwood City Commission that the following events, with their respective months of occurrence, are hereby recognized for the year 2022 as “special or civic event(s)” for purposes of Ordinances 15.32.100 and 15.32.140:

<u>Special or Civic Event:</u>	<u>Date(s) of Event:</u>
1. ISOC Deadwood SnoCross Shootout	January 28-29, 2022
2. Mardi Gras	February 25-26, 2022
3. St. Patrick’s Day	March 18-19, 2022
4. Forks, Corks, and Kegs	April 8-9, 2022
5. Wild Bill Hickok Days	June 16-18, 2022
6. 3-Wheeler Rally	July 10-15, 2022
7. Days of ’76	July 25-30, 2022
8. Sturgis Rally	August 5-14, 2022
9. Kool Deadwood Nites	August 24-28, 2022
10. Oktoberfest	September 30 - October 1, 2022
11. Wild West Songwriter’s Festival	October 6-8, 2022

Dated this 3rd day of January, 2022.

ATTEST:

CITY OF DEADWOOD

Jessica McKeown, Finance Officer

David Ruth Jr., Mayor

**NOTICE OF PUBLIC HEARING
MARDI GRAS EVENT
RELAXATION OF OPEN CONTAINER ORDINANCE, STREET CLOSURE,
AND WAIVER OF FEE**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held on January 3, 2022 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container:

Friday, February 25, 2022: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Saturday, February 26, 2022: Relaxation of Open Container Ordinance in Zone 1 and 2 from 12:00 p.m. to 10:00 p.m.

Street Closure:

Saturday, February 26, 2022: Main Street closure from Lower Main Street at Pioneer Way to Pine Street from 6:45 p.m. to 8:00 p.m. or until parade ends.

Request to Waive Banner Fee:

For Parade on Saturday, February 26, 2022.

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

Dated this 20th day of December, 2021.

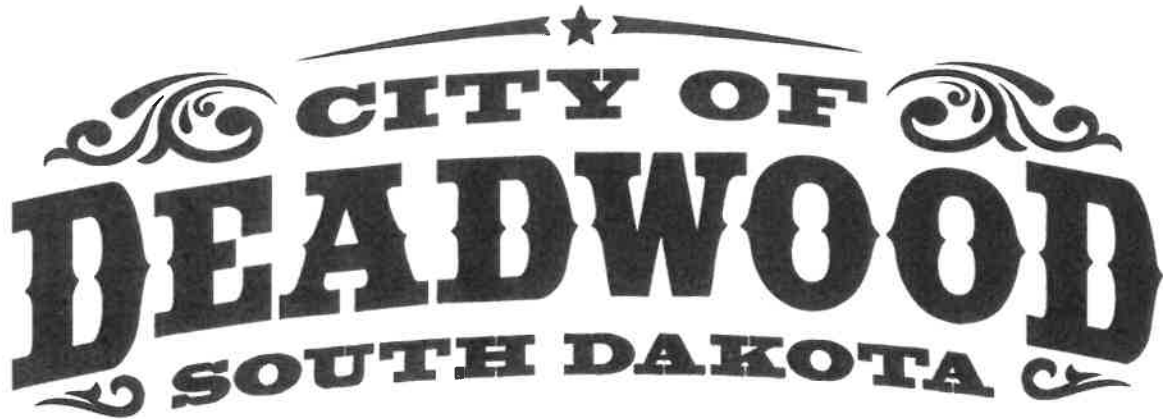
CITY OF DEADWOOD

Jessica McKeown, Finance Officer

Publish: B.H. Pioneer, December 23, 2021

For any public notice that is published one time:

Published once at the total approximate cost of _____.



City of Deadwood Special Event Permit Application and Facility Use Agreement for

MARDI GRAS 2-25 + 2-26 2022

Instructions:

To apply for a Special Event Permit, please read the Special Event Permit Application Instructions and then complete this application. Submit your application, including required attachments, no later than forty-five (45) days before your event. Facility Use Agreements should also be completed at this time (if applicable).

EVENT INFORMATION

Type of Event:

☐ Run ☐ Walk ☐ Bike Tour ☐ Bike Race ☐ Parade ☐ Concert
☐ Street Fair ☐ Triathlon ☒ Other

Event Title: Mardi Gras

Event Date(s): 2/25-26/2022 Total Anticipated Attendance: _____
 (month, day, year)

(# of Participants # of Spectators)

Actual Event Hours: (from): 7pm AM / PM (to): 8pm AM / PM

Location / Staging Area: Welcome Center/Main Street

Set up/assembly/construction Date: 2/26/2022 Start Time: 7pm AM / PM

Please describe the scope of your setup / assembly work (specific details):

Dismantle Date: 2/26/2022 Completion time: 8pm AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s)**, **day**, **date** and **time** of closing and time of re-opening:

Tin Lizzie to Pine Street 2/26/2022 7-8pm parade

- Any request involving 25 or less motor vehicles will utilize Deadwood Street and will be barricaded at both ends of Deadwood Street.
- Any request involving 25-50 motor vehicles (not including motorcycles) - will park on the north side of Main Street, which will not require street closure.
- Any request involving 50 or more vehicles (which would require an entire street closure From Wall Street to Shine Street and security must be provided at Shine Street and Main Street and Wall Street and Main Street to direct traffic.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit)

☐ Noncommercial (nonprofit)

Sponsoring Organization: The Deadwood Chamber of Commerce

Chief Officer of Organization (NAME): Lee Harstad

Applicant (NAME): Sarah Kryger Business Phone: (605) 578-1876

Address: 501 Main Street SD 57732
 (city) (state) (zip code)

Daytime phone: (605) 578-1876 Evening Phone: (605) 863-1249 Fax #: (605) 578-2429

Please list any **professional event organizer** or **event service provider** hired by you that is authorized to work on your behalf to produce this event.

Name: _____

Address: _____ (city) _____ (state) _____ (zip code)

Contact person "on site" day of event or facility use Sarah Kryger Pager/Cell #: 605-863-1249**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.**FEES / PROCEEDS / REPORTING****NO****YES**Is your organization a "Tax Exempt, nonprofit" organization? If **YES**, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status).Are admission, entry, vendor or participant fees required? If **YES**, please explain the purpose and provide amount(s):**OVERALL EVENT DESCRIPTION:****ROUTE MAP / SITE DIAGRAM / SANITATION**Please provide a **detailed description** of your proposed event. Include details regarding any components of your event such as use of vehicles, animals, rides or any other pertinent information about the event:

Mardi Gras Crowning of the King and Queen

Mardi Gras Parade

Cajun Feast

Cajun Cook-off

Request street closure 2/26/2022 Wall to Pine 6.45pm-8pm

Request open container

2/25/2022 5-10pm All Zones

2/26/2022 Noon-10pm All Zones

Request to waive sponsor banner fees

NOTICE OF PUBLIC HEARING

ST. PATRICK'S DAY RELAXATION OF OPEN CONTAINER ORDINANCE AND STREET CLOSURE

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held January 3, 2022 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Open Container:

Friday March 18, 2022: Relaxation of Open Container Ordinance in Zone 1 and 2 from 5:00 p.m. to 10:00 p.m.

Saturday March 19, 2022: Relaxation of Open Container Ordinance in Zone 1 and 2 from 12:00 p.m. to 10:00 p.m.

Main Street Closure:

Pub Crawl: Main Street closure from Wall Street to Pine Street on Saturday March 19, 2022 from noon to 6:00 a.m. Sunday, March 20, 2022.

Parade: Main Street closure from Lower Main Street at Pioneer Way to Pine Street on Saturday, March 19, 2022, from noon until parade ends.

Request to Waive Banner Fee:

For Parade on Saturday March 19, 2022.

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

Dated this 20th day of December, 2021.

CITY OF DEADWOOD

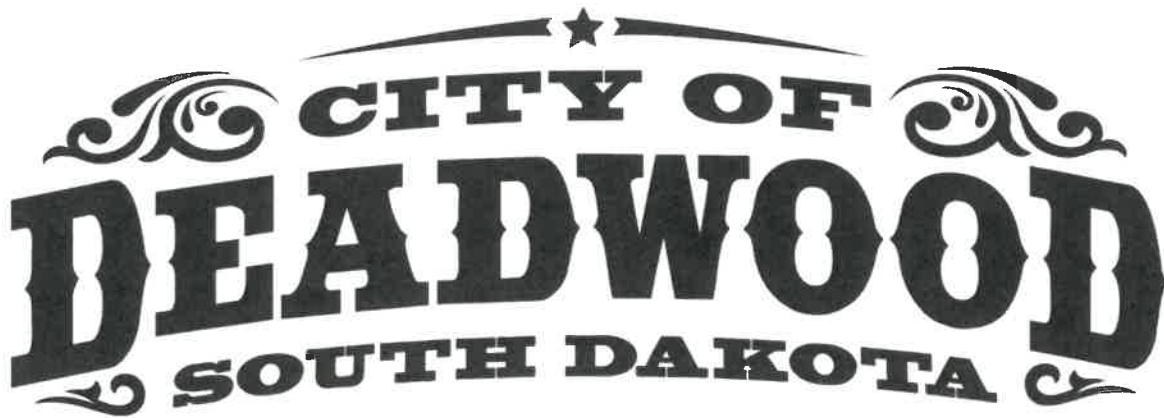
Jessica McKeown, Finance Officer

Publish BH Pioneer: December 23, 2021

For any public notice that is published one time:

Published once at the total approximate cost of _____.

ticketed



City of Deadwood Special Event Permit Application and Facility Use Agreement for

ST PATRICK'S PUB CRAWL MARCH 18-19 2022

Instructions:

To apply for a Special Event Permit, please read the Special Event Permit Application Instructions and then complete this application. Submit your application, including required attachments, no later than forty-five (45) days before your event. Facility Use Agreements should also be completed at this time (if applicable).

EVENT INFORMATION

Type of Event:

- ☐ Run ☐ Walk ☐ Bike Tour ☐ Bike Race ☐ Parade ☐ Concert
☐ Street Fair ☐ Triathlon ☐ Other

Event Title: St Patricks Day Pub Crawl

Event Date(s): March 18-19 2022 Total Anticipated Attendance: _____
 (month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from): Noon AM / PM (to): 10pm AM / PM

Location / Staging Area: Main Street

Set up/assembly/construction Date: March 19th Start Time: Noon AM / PM

Please describe the scope of your setup / assembly work (specific details):

Dismantle Date: March 19th Completion time: Midnight AM / PM

List any street(s) requiring closure as a result of this event. Include **street name(s)**, **day**, **date** and **time** of closing and time of re-opening:

Pine to Deadwood March 19th Noon-10pm, Tin Lizzie-Pine March 19th Noon-1pm

WALL- DEADWOOD MARCH 19th NOON- MIDNIGHT OR LATER

- Any request involving 25 or less motor vehicles will utilize Deadwood Street and will be barricaded at both ends of Deadwood Street.
- Any request involving 25-50 motor vehicles (not including motorcycles) - will park on the north side of Main Street, which will not require street closure.
- Any request involving 50 or more vehicles (which would require an entire street closure From Wall Street to Shine Street and security must be provided at Shine Street and Main Street and Wall Street and Main Street to direct traffic.

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit) ☐ Noncommercial (nonprofit)

Sponsoring Organization: The Deadwood Chamber of Commerce

Chief Officer of Organization (NAME): Lee Harstad

Applicant (NAME): Sarah Kryger Business Phone: (605) 578-1876

Address: 501 Main Street Deadwood SD 57732
 (city) (state) (zip code)

Daytime phone: (605) 578-1876 Evening Phone: (605) 578-1876 Fax #: (605) 578-2426

Please list any **professional event organizer** or **event service provider** hired by you that is authorized to work on your behalf to produce this event.

Name: _____

Address: _____ (city) _____ (state) _____ (zip code)

Contact person "on site" day of event or facility use Sarah Kryger Pager/Cell #: 605-863-1249**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)**REQUIRED:** Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.**FEES / PROCEEDS / REPORTING**

- | NO | YES |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> Is your organization a "Tax Exempt, nonprofit" organization? If YES , you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status). |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> Are admission, entry, vendor or participant fees required? If YES , please explain the purpose and provide amount(s):. |

**OVERALL EVENT DESCRIPTION:
ROUTE MAP / SITE DIAGRAM / SANITATION**

Please provide a **detailed description** of your proposed event. Include details regarding any components of your event such as use of vehicles, animals, rides or any other pertinent information about the event:

Poker run March 18th 5-9pm

Parade: Saturday March 19th Noon-1pm

Pub Crawl: Saturday March 19th 2.30pm-7pm

Street Closure: Saturday March 19th

Tin Lizzie to Pine: Noon-1pm

Wall to Deadwood: Noon-Midnight

Deadwood to Pine: Noon-9pm

Open container in both zones:

Friday March 18th 5-10pm

Saturday March 19th Noon-10pm

Request to waive parade float banner fees

ORDINANCE NO. 1348

AN ORDINANCE CREATING ZONING REGULATIONS FOR CANNABIS ESTABLISHMENTS

BE IT ORDAINED by the City Commission of the City of Deadwood that Title 17 . Zoning Regulations of the City of Deadwood is hereby amended—with ~~strikethrough~~ indicating text to be deleted, underline indicating text to be added, and the remainder of the Article left unaffected—as follows:

Chapter 17.77. Cannabis establishments

(A) In order to balance the various interests and manage the effects cannabis establishments have on adjacent land uses and to promote the public health, safety, and general welfare of the city, the Deadwood City Commission adopts the following regulations, recognizing that it has a great interest in the present and future character of the city's residential and commercial neighborhoods. Adoption of these regulations is not intended to unreasonably restrict the opportunity of cannabis establishments to locate in the city but is for the purpose of preventing a concentration of certain cannabis establishments in any one area as well as strictly prohibiting cannabis establishments within residential zoned areas and areas of the local historic district as defined in this chapter.

(B) Definitions:

Unless an alternative definition is explicitly stated in this section, this chapter utilizes the definitions for cannabis related terms which are defined by SDCL 34-20G-1. The definitions contained herein apply only to this section of the Deadwood Municipal Ordinances.

Cannabis (or Marijuana): all parts of any plant of the genus cannabis, whether growing or not, in its natural and unaltered state, except for drying or curing and crushing or crumbling. The term includes an altered state of marijuana absorbed into the human body. The term does not include fiber produced from the mature stalks of such plant, or oil or cake made from the seeds of such plant. The term does not include the plant Cannabis sativa L. (hemp) and any part of that plant, including the seeds thereof and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than three-tenths of one percent on a dry weight basis.

Cannabis Cultivation Facility: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, cultivates, delivers, transfers, transports, supplies, or sells cannabis and related supplies to a cannabis establishment.

Cannabis Dispensary: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that is a retail type 1 setting and acquires, possesses, stores, delivers, transfers, transports, sells, supplies, or dispenses cannabis, cannabis products, paraphernalia, or related supplies and educational materials.

Cannabis Establishment: a cannabis cultivation facility, a cannabis testing facility, a cannabis product manufacturing facility, or a cannabis dispensary.

Cannabis Product Manufacturing Facility: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, manufactures, delivers, transfers, transports, supplies, or sells cannabis products to a cannabis dispensary.

Cannabis Products: any concentrated cannabis, cannabis extracts, and products that are infused with cannabis or an extract thereof and are intended for use or consumption by humans. The term includes edible cannabis products, beverages, topical products, ointments, oils, and tinctures.

Cannabis Testing Facility: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity legally authorized to analyze the safety and potency of cannabis.

Park: A public green space located within the City of Deadwood used for recreation which contains equipment designated for children's play such as seesaws and swings.

Place of Worship: A church, synagogue, mosque, temple or any other building where congregations gather for prayer.

Public or private school. Any preschool, elementary school, middle school, secondary school, or high school. The term also includes any daycare or childcare center.

Unlicensed Cannabis Establishment: an entity that would otherwise meet the definition of a cannabis establishment, but which is not legally licensed by the City of Deadwood and does not have a current and valid registration certificate issued by the South Dakota Department of Health.

(C) Regulations Relating to Cannabis Cultivation Facilities. No cannabis cultivation facility may be located or operate at a location within the city's zoning jurisdiction except as provided in this section. A cannabis cultivation facility is a permitted use in the following zoning districts: Ag (Agriculture) and CH (Commercial Highway).

No cannabis cultivation facility may be located or operate within one thousand (1,000) feet of a public or private school.

(D) Regulations Relating to Cannabis Testing Facilities. No cannabis testing facility may be located or operate at a location within the city's zoning jurisdiction except as provided in this section. A cannabis testing facility is a permitted use in the following zoning districts: Ag (Agriculture) and CH (Commercial Highway).

No cannabis testing facility may be located or operate within one thousand (1000) feet of a public or private school.

(E) Regulations Relating to Cannabis Product Manufacturing Facilities. No cannabis product manufacturing facility may be located or operate at a location within the city's zoning jurisdiction except as provided in this section. A cannabis product manufacturing facility is a permitted use in the following zoning districts: Ag (Agriculture) and CH (Commercial Highway).

No cannabis product manufacturing facility may be located or operate within one thousand (1000) feet of a public or private school.

(F) Regulations Relating to Cannabis Dispensaries. No cannabis dispensary may be located or operate at a location within the city's zoning jurisdiction except as provided in this section. A cannabis dispensary is a permitted use in the following zoning districts: CE Commercial Enterprise District and CH Commercial Highway.

No cannabis dispensary may be located or operate within one thousand (1000) feet of a public or private school or within 500 feet of any park, as defined herein, or place of worship.

(G) No cannabis dispensary may be located or operate within 100 feet from the lot line of any other cannabis dispensary. All applicants must submit a survey from a registered land surveyor confirming these distance requirements have been met.

(H) Cannabis Establishments are strictly prohibited in the following areas:

1. 478 – 908 Main Street
2. All of Lee Street
3. All Siever Street
4. All of Deadwood Street
5. All of Pine Street
6. 37 – 175 Sherman Street
7. All R1 Residential and R2 Residential Multi-Family Zoning

(I) Unlicensed cannabis establishments are prohibited from being located or operating in any zoning district.

(J) For the purposes of this section, measurements shall be made in a straight line in all directions, without regard to intervening structures or objects, from the nearest point on the property line of a parcel containing a cannabis establishment to the nearest point on the property line of a parcel containing a use listed in Sections 15(C) through (F).

(K) A cannabis establishment lawfully operating in conformity with this section does not violate this section if any of the uses in Sections 15(C) through (F) subsequently locates within one thousand (1000) feet of the cannabis establishment.

(L) Violations of sections 8.17.77 of this chapter are deemed and declared to be a nuisance, and as such may be subject to summary abatement by means of a restraining order or injunction issued by a court of competent jurisdiction. In addition to the imposition of civil penalties, criminal citations for a class 2 misdemeanor may be issued to any person who violates this title or any amendment hereto. The citation for a class 2 misdemeanor is punishable by the maximum punishment set forth by the laws of the state of South Dakota pursuant to SDCL § 22-6-2. Each day that any violation of this title are in effect shall constitute a separate offense.

* * *

Severability. The provisions of this ordinance are severable. If any provision of this ordinance or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application.

Effective Date. This Ordinance will become effective 20 days following publication, which will occur after the ordinance receives second and final reading by the City Commission and is signed by the Mayor.

Dated this 18th day of January, 2022.

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

First Reading: January 3, 2022
Second Reading: January 18, 2022
Published: January 20, 2022
Adopted: February 9, 2022

ORDINANCE NO. 1349

AN ORDINANCE AMENDING CHAPTER 5.56 TO THE REVISED ORDINANCES OF THE CITY OF DEADWOOD CREATING LICENSING PROVISIONS FOR MEDICAL CANNABIS ESTABLISHMENTS INCLUDING DISPENSARIES, CULTIVATION FACILITIES, CANNABIS PRODUCT MANUFACTURING FACILITIES AND CANNABIS TESTING FACILITIES

WHEREAS, the State of South Dakota permits the sale and consumption of medical cannabis pursuant to South Dakota Codified Laws (SDCL) Chapter 34-20G;

WHEREAS, pursuant to SDCL 34-20G-55, local municipal government may require a local registration, license, or permit for a medical cannabis establishment to operate within that municipality;

WHEREAS, pursuant to SDCL 34-20G-58, local municipal government may enact ordinances or regulations governing the time, place, manner and number of licenses operating within its jurisdictions;

WHEREAS, also pursuant to SDCL 34-20G-58, local municipal government may establish civil penalties for violation of an ordinance governing the time, place, and manner of medical cannabis establishments that operate locally;

WHEREAS, under the provisions of SDCL 34-20G-60, local municipal governments may require a medical cannabis establishment to obtain a license, permit or registration from local municipal government, prior to operating, and may charge a reasonable fee for that license, permit, or registration;

WHEREAS, the City of Deadwood previously enacted ordinance 5.56 regulating cannabis dispensaries;

WHEREAS, the City of Deadwood believes that regulation of medical cannabis dispensaries, cannabis cultivation facilities, cannabis product manufacturing facilities and cannabis testing facilities is necessary for the health and safety of this community:

BE IT ORDAINED by the City Commission of the City of Deadwood that Title 5 of the Revised Ordinances of the City of Deadwood is hereby amended by amending Chapter 5.56 as follows:

5.56.01: PURPOSE AND INTENT

The City Commission of the City of Deadwood enacts the following licensing ordinances in order to ensure that cannabis establishments including cannabis dispensaries, cannabis cultivation facilities, cannabis product manufacturing facilities and cannabis testing facilities within the municipal boundaries of the City operate in a manner which complies with state laws and regulations, protects the health, safety, and welfare of the general public, prevents potential conflicts and issues arising from ownership and employees, recognizes certain safety and security

considerations, and minimizes risk of unauthorized use or access of cannabis by the general public.

5.56.02: DEFINITIONS

Unless an alternative definition is explicitly stated in this section, this chapter utilizes the definitions for cannabis-related terms which are defined by SDCL 34-20G-1.

Cannabis (or Marijuana): all parts of any plant of the genus cannabis, whether growing or not, in its natural and unaltered state, except for drying or curing and crushing or crumbling. The term includes an altered state of marijuana absorbed into the human body. The term does not include fiber produced from the mature stalks of such plant, or oil or cake made from the seeds of such plant. The term does not include the plant *Cannabis sativa* L. and any part of that plant, including the seeds thereof and all derivatives, extracts, cannabinoids, isomers, acids, salts, and salts of isomers, whether growing or not, with a delta-9 tetrahydrocannabinol concentration of not more than three-tenths of one percent on a dry weight basis.

Cannabis Cultivation Facility: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, cultivates, delivers, transfers, transports, supplies, or sells cannabis and related supplies to a cannabis establishment.

Cannabis Dispensary: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, stores, delivers, transfers, transports, sells, supplies, or dispenses cannabis, cannabis products, paraphernalia, or related supplies and educational materials.

Cannabis Establishment: cannabis cultivation facility, a cannabis testing facility, a cannabis product manufacturing facility, or a cannabis dispensary.

Cannabis Product Manufacturing Facility: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity that acquires, possesses, manufactures, delivers, transfers, transports, supplies, or sells cannabis products to a cannabis dispensary.

Cannabis Products: any concentrated cannabis, cannabis extracts, and products that are infused with cannabis or an extract thereof, and are intended for use or consumption by humans. The term includes edible cannabis products, beverages, topical products, ointments, oils, and tinctures.

Cannabis Testing Facility: in addition to the definition in SDCL 34-20G-1, this term is further defined as a legally licensed entity legally authorized to analyze the safety and potency of cannabis.

Department: the South Dakota Department of Health

5.56.03: LICENSE REQUIRED

- (a) No cannabis establishment including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility may be located or operate in the city without the appropriate valid and current cannabis establishment license issued by

the City pursuant to this article. Any violation of the provisions of this chapter is a Class 2 misdemeanor punishable by the maximum punishment set forth by the laws of the state of South Dakota pursuant to SDCL 22-6-2. Each day of the violation constitutes a separate offense.

- (b) No cannabis establishment including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility and cannabis testing facility may be located or operate in the City without the appropriate valid and current cannabis establishment registration certificate issued by the Department pursuant to rules promulgated under SDCL 34-20G. Any violation of the provisions of this chapter is a Class 2 misdemeanor punishable by the maximum punishment set forth by the laws of the state of South Dakota pursuant to SDCL 22-6-2. Each day of the violation constitutes a separate offense.

5.56.04: LICENSE APPLICATION

- (a) An application for a cannabis establishment including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility license must be made on a form provided by the City. No other application form will be considered.
- (b) An applicant shall submit a separate license application for each type of cannabis establishment the applicant wishes to license and operate. Licenses may overlap locations if the following criteria are met:
 - 1. The applicant seeking to co-located multiple licenses is identical for all applications.
 - 2. The property upon which multiple applications are sought is either the same parcel for all applications, or the properties share adjoining property lines with common ownership.
 - 3. The applicant is in compliance with all State statutes and regulations regarding co-location of multiple cannabis establishments as well as Deadwood Municipal Ordinances.
- (c) The applicant must submit the following:
 - 1. Application fee of ten thousand dollars (\$10,000) which shall be considered a non-refundable application fee for each cannabis license sought.
 - 2. The City of Deadwood may be a medical cannabis establishment license holder. The City's application for a cannabis establishment license will be given priority over any other application.
 - 3. An application that will include, but is not limited to, the following:
 - i. The legal name of the prospective cannabis establishment including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility;

- ii. The physical address of the prospective cannabis establishment including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility that meets the zoning and preservation requirements in Title 17 of Deadwood Municipal Ordinances, as well as any location requirements established pursuant SDCL 34-20G and the administrative rules promulgated thereunder.
- iii. The name, address, and birth date of each principal officer, owner, agent, and board member of the proposed cannabis establishment including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility.
- iv. A sworn statement that no principal officer, owner, agent, or board member has been convicted of a violent felony offense as defined in SDCL 22-1-2 in the previous ten (10) years in any jurisdiction.
- v. Operating procedures consistent with rules for oversight of the proposed medical cannabis establishment including procedures to ensure accurate record keeping and adequate security measures.
- vi. Any additional information requested by the City.

5.56.05: ISSUANCE OF LICENSE

(a) Application Process – The receipt of an application together with the requisite fee guarantees that the applicant will consummate the purchase of the medical cannabis establishment including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility license if issued by the State of South Dakota.

1. If the applicant fails or refuses to consummate the purchase of the medical cannabis establishment including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility license following approval by the State of South Dakota, the applicant shall forfeit and the City shall be entitled to retain the application fee.
2. In the event the applicant for a cannabis establishment license including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility shall not be able to meet the licensing standards set out by Deadwood Municipal Ordinance and SDCL 34-20G, the applicant shall forfeit and the City shall be entitled to retain the application fee.
3. In the event the applicant for a cannabis establishment license including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility is issued a license by the State of South Dakota, the initial application fee shall apply toward the First Annual Fee as set forth in in this chapter.

- (b) All applications for medical cannabis establishment including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility licenses received at the City Finance Office shall be transmitted to the South Dakota Department of Health for their consideration following a determination by the City of Deadwood Finance Office that the applicant meets the zoning and licensing standards set forth in Deadwood Municipal Ordinances.
- (c) In the event the applicant refuses to consummate the purchase of the medical cannabis establishment license including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility or fails to meet the licensing standards set out by Deadwood Municipal Ordinance and SDCL 34-20G, the medical cannabis establishment license shall not be issued.
- (d) Following Receipt of Applications – Once filed with the City Finance Office, the application will be referred to the appropriate City department for an investigation into the applicant’s eligibility for a license. If eligible, the City shall deposit the application fee of \$10,000. The City shall then submit the completed application to the State for review. After the State approves the application, the license shall be issued after a public hearing has been set and held by the Deadwood City Commission.
1. The applicant has made a false statement on the application or submits false records or documentation; or
 2. Any owners, principal officer, agent, or board member of the applicant is under the age of twenty-one (21) years; or
 3. Any owner, principal officer, agent, or board member of the applicant has been convicted of a violent felony offense as defined in SDCL 22-1-2 in the previous ten (10) years in any jurisdiction; or
 4. The proposed location does not meet the applicable zoning requirements under Title 17 of Deadwood Municipal Ordinances; or
 5. The proposed location does not meet all location requirements under SDCL 34-20G and the administrative rules promulgated thereunder; or
 6. The license is to be used for a business prohibited by state or local law, statute, rule, ordinance, or regulation; or
 7. Any owner, principal officer, agent, or board member of the applicant has had a cannabis establishment license revoked by the City or a registration certificate revoked by the state; or
 8. An applicant, or an owner, principal officer, agent, or board member thereof, is overdue in payment to the City of taxes, fees, fines, or penalties assessed against or imposed upon the

applicant in relation to any cannabis establishment; or

9. The applicant will not be operating the business for which the license would be issued.
- (e) The license must be posted in a conspicuous place at or near the entrance to the cannabis establishment including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility so that it may be easily read at any time.
- (f) Each year the owner of a medical cannabis establishment including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility must submit a renewal fee set forth in this chapter.

5.56.06: CITY NEUTRALITY AS TO APPLICANTS

- (a) Upon request from the Department as to the City's preference of applicants, the City will neither support nor oppose any registration certificate application under consideration by the Department. Likewise, if inquiry is made by the Department, the City will abstain from endorsing any application as beneficial to the community.

5.56.07: EXPIRATION OF LICENSE AND RENEWAL

- (a) Each cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility license expires on December 31st on an annual basis and may be renewed only by making a renewal application as provided in this Section. Applications for renewal must be submitted at least sixty (60) days before the expiration date together with the renewal fees set forth herein. The license holder must continue to meet the license requirements to be eligible for a renewal.
- (b) Following Approval by the State of South Dakota, the First Annual Fee for a cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility license shall be due. The First Annual Fee for the first license held is thirty thousand dollars (\$30,000). Any applicant who seeks multiple cannabis establishment licenses will receive a reduction in price for each license issued. The First Annual Fee and Subsequent Annual Fee for any cannabis establishment license held in addition to the first cannabis establishment license shall be twelve thousand five hundred dollars and 00/100 \$12,500 per license. The First Annual Fee for each cannabis establishment license shall be provided to the City Finance Officer within five days of notice by the State of South Dakota that the applicant shall be issued a license for a cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility. For the First Annual Fee, the Initial Application Fee shall serve as a credit of ten thousand dollars (\$10,000) toward the First Annual Fee.
- (c) Subsequent Annual Renewal Fee – Each year following payment of the First Annual Fee set forth in this chapter, the Annual Renewal Fee shall be thirty-thousand dollars (\$30,000) for the first license held. The license holder of multiple cannabis establishment licenses will receive

a reduction in price for each license issued. The Subsequent Annual Fee for any cannabis establishment license held in addition to the first cannabis establishment license shall be twelve thousand five hundred dollars and 00/100 \$12,500 per license. The Annual Renewal Fee shall cover the costs associated with the permitting process and also includes a five-thousand dollar fee to the City of Deadwood General Fund which shall be utilized to provide social services in Deadwood. The Annual Renewal fee shall be provided to the City Finance Officer at the time of receipt of the renewal application. In the event the license holder is deemed ineligible for renewal, the Annual Renewal Fee is considered non-refundable and shall be retained by the City of Deadwood.

- (d) Failure to renew a license in accordance with this section will result in the immediate closure of the medical cannabis establishment including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility. During this period of closure, a license may be revoked pursuant to this chapter.
- (e) If a license holder has not operated an establishment for which it holds a license for at least one-hundred and eighty (180) days in the preceding twelve (12) months, the license will not be renewed.

5.56.08: SUSPENSION

- (a) A license may be suspended if the license holder or an employee or agent of the license holder:
 - 1. Violates or is otherwise not in compliance with any section of this chapter.
 - 2. Consumes or smokes cannabis or allows any person to consume or smoke cannabis on the premises of the cannabis establishment.
 - 3. Sells cannabis or cannabis products without a cannabis dispensary license.
 - 4. Knowingly dispenses or provides cannabis or cannabis products to an individual or business to whom it is unlawful to provide cannabis or cannabis products.
- (b) A license may be suspended if the license holder has its Department-issued registration certificate suspended, revoked, or not renewed by the Department or if the registration certificate is expired.
- (c) A license may be suspended if the license holder creates or allows to be created a public nuisance at the cannabis establishment.

5.56.09: REVOCATION

- (a) A license may be revoked if the license is suspended under this chapter and the cause for the suspension is not remedied.
- (b) A license may be revoked if the license is subject to suspension under this chapter because of

a violation outlined in that section and the license has been previously suspended in the preceding 24 months.

(c) A license is subject to revocation if a license holder or employee of a license holder:

1. Gave false or misleading information in the material submitted during the application or renewal process; or
2. Knowingly allowed possession, use, or sale of non-cannabis controlled substances on the premises; or
3. Operated the cannabis establishment or the business of the cannabis establishment for which a license is required under this article while the license was suspended; or
4. Repeated violations of this chapter; or
5. Operated a function of a cannabis establishment for which the license holder was not licensed (e.g., a licensed cannabis cultivation facility conducting cannabis testing functions without a cannabis testing establishment license); or
6. A license holder, or an owner, principal officer, agent, or board member thereof, is delinquent in payment to the City, county, or state for any taxes or fees related to the cannabis establishment; or
7. A license holder, or an owner, principal officers, agent, or board member thereof, has been convicted of, or continues to employ an employee who has been convicted of, a disqualifying felony offense as defined by SDCL 34-20G; or
8. The license holder has its Department-issued registration certificate suspended, revoked, or not renewed or the registration certificate is expired; or
9. The license holder allows a public nuisance to continue after notice from the City.

5.56.10. SUSPENSION AND REVOCATION PROCESS

- (a) The license holder will receive a notice of intent to suspend or notice of intent to revoke informing the license holder of the violation and the City's intention to suspend or revoke the license. The notice will be hand delivered to the license holder or an employee or agent of the license holder or sent by certified mail, return receipt requested to the physical address of the cannabis establishment.
- (b) If the license holder disputes the suspension or revocation, the license holder has ten (10) days from the postmark date on the notice or the date the notice was hand delivered to request a hearing before the Deadwood City Commission
- (c) A suspension will be for thirty (30) days and begins ten (10) days after the postmark date on

the notice or the date the notice is hand delivered unless the license holder exercises its rights to process and appeal, in which case the suspension takes effect upon the final determination of suspension.

- (d) A revocation will be for one (1) year and begins ten (10) days after the postmark date on the notice or the date the notice is hand delivered unless the license holder appeals the revocation, in which case the revocation takes effect upon the final determination of revocation.
- (e) The license holder who has had the license revoked may not be issued any cannabis establishment license for one year from the date the revocation became effective.

5.56.11: APPEAL

An applicant or license holder who has been denied a license or renewal of a license or who has had a license suspended or revoked under this article may appeal to the City Council by submitting a written appeal within ten (10) days of the postmark on the notice of denial, nonrenewal, suspension, or revocation. The written appeal must be submitted to the Deadwood City Hall at the Finance Officer's Office, 102 Sherman Street Deadwood, SD 57732. The appeal will be considered by the City Council at a regularly scheduled meeting within one month of the receipt of the appeal.

5.56.12: LICENSES NOT TRANSFERRABLE

No cannabis establishment license including a cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility holder may transfer the license to any other person or entity either with or without consideration, nor may a license holder operate a cannabis establishment at any place other than the address designated in the application except that a cannabis establishment license may be transferred to the license holders heirs upon the death of a license holder.

5.56.13: HOURS OF OPERATION FOR DISPENSARIES

No cannabis dispensary may operate between the hours of 10:00 P.M. and 7:00 A.M. any day of the week.

5.56.14: LIABILITY FOR VIOLATIONS

Notwithstanding anything to the contrary, for the purposes of this article, an act by an employee or agent of a cannabis establishment that constitutes grounds for suspension or revocation will be imputed to the cannabis establishment license including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility holder for purposes of finding a violation of this article, or for purposes of license denial, suspension, or revocation, only if an officer, director or general partner or a person who managed, supervised or controlled the operation of the cannabis establishment, knowingly allowed such act to occur on the premises.

5.56.15: PENALTIES

Any person who operates or causes to be operated a cannabis establishment including cannabis dispensary, cannabis cultivation facility, cannabis product manufacturing facility or cannabis testing facility without a valid license or in violation of this article is subject to a suit for injunction as well as prosecution for ordinance violations. Such violations are punishable by as a Class II misdemeanor punishable by the maximum punishments set forth under State Statutes. Each day a cannabis establishment so operates is a separate offense or violation.

5.56.16 SEVERABILITY

The provisions of this ordinance are severable. If any provision of this ordinance or the application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application.

Dated this 18th day of January, 2022

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

First Reading:	January 3, 2022
Second Reading:	January 18, 2022
Published:	January 20, 2022
Adopted:	February 9, 2022

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: December 27, 2021
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Purchase of Compactor Storage Unit

The Historic Preservation Office is requesting permission to purchase and install a new compactor storage unit from Mid-America Business Solutions for the Archaeological Laboratory. This new system is expected to not exceed \$35,000.00 and is in the 2022 budget with funding for this purchase coming out of the Capital Assets budgeted line item. Due to the projected rise in steel the quote for this item is only valid until January 31, 2022.

The quote, drawing and associated paperwork is attached to this memorandum.

The Historic Preservation Commission reviewed this purchase at the December 8, 2021 meeting and recommend to the City Commission to approve the purchase and installation of a new compactor storage unit from Mid-America Business Solutions for the Archaeological Laboratory. The cost for this project will not exceed \$35,000.00 and the funds for this purchase will come out of the 2022 Capital Assets Budget

RECOMMENDTION:

Move to approve the purchase and install a new compactor storage unit from Mid-America Business Solutions for the Archaeological Laboratory. The cost for this project will not exceed \$35,000.00 and the funds for this purchase will come out of the 2022 Capital Assets Budget.



Customer Quotation



2500 Broadway ST NE Minneapolis, MN 55413 Phone:(612)378-3800 Fax:(612)378-3100 WWW.MID-AMERICA.COM Tom Huberty O 612-378-3800 thuberty@mid-america.com C 952-715-0649			Customer Name & Address: City of Deadwood Michael Runge/City Archivist 108 Sherman Street Deadwood, SD 57732 Ph.: 605.578.2082 Fax: 605.578.3082 <u>michael.runge@cityofdeadwood.com</u>		Date: 11-19-21	
					F.O.B. Destination	
					PO #:	
					Sales Rep: Tom Huberty	
					Expiration: 60 days	
					Terms: Net 30	
					Taxable: N/A	

ITEM	QTY	SIZE OR CATALOG #	DESCRIPTION	UNIT	PER	PRICE
1.	1	Mobile System Add-on	Spacesaver Mobile System with Four Post Shelving designed for Archival Boxes. Mobile System includes: (See attached Floorplan) <ul style="list-style-type: none"> Rail, Decking and Ramp (Per Plan attached). Note: Decking to extend to the First Rail of the existing system. Stops to be instated recessed in Rail Housing. 2 Carriages with Back-to-Back Shelving mounts, and Two (2) Platforms for Static units. Shelving Includes: 27 Sections of matching Four-Post shelving. <ul style="list-style-type: none"> 25 - Sections of Single-Entry Shelving With Six-(6) Shelves 42w x 76h x 16d 1 - Section Single-Entry Shelving with Six (6) Shelves 30w x 76h x 16d 1 - Section Single-Entry Shelving with Six (6) Shelves 54w x 76h x 16d. Laminated End Panels on the end of each Mobile Carriage and Stationary Platform Back Panel on the 54w Platform. Installation. Includes: All travel expenses. Labor (2-Installers) and Delivery of the System from our Minneapolis warehouse to the installation site <i>Floor Covering though not provided by Mid-America we can coordinate once the decking is installed for the customer's floor covering specialist to do the Tile, or Carpet installation.</i> 	\$34,725.00	Lot	\$34,725.00

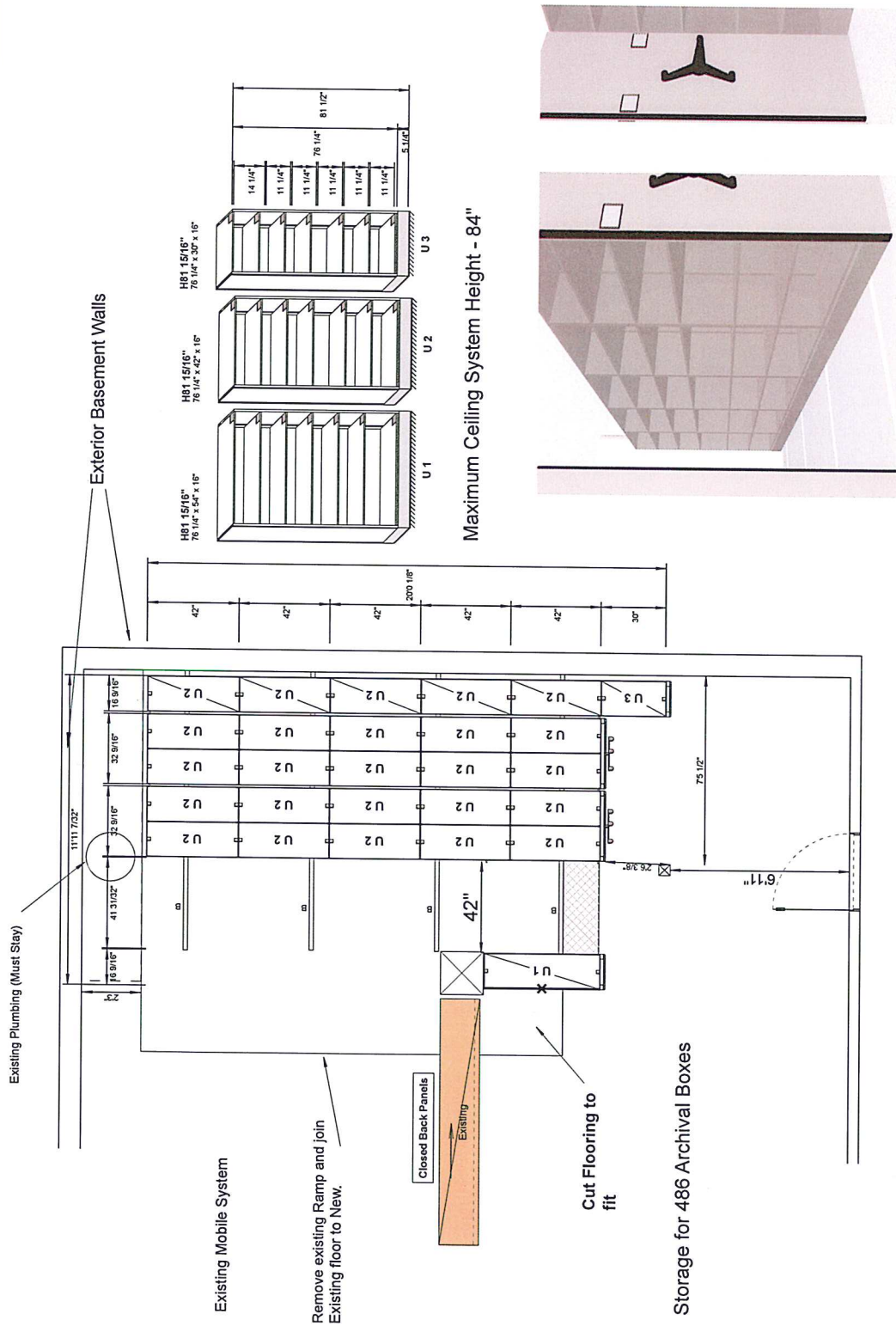
PROTECT YOUR INVESTEMENT WITH A SERVICE CONTRACT

Subject to our credit department approval, this quotation is made for immediate acceptance and is subject to change without notice. Deliveries are subject to delays from fire, strikes, and other causes beyond our control. We reserve the right to correct clerical errors.

Authorized Signature

Date

Spacesaver Corporation
1450 Janesville Avenue
Fort Atkinson, Wisconsin
53538-2798 USA
PH: 920-563-6362 FAX: 920-563-2798
www.spacesaver.com



Rev level:
Date Printed: 05/19/2021
Last Saved: 05/19/2021
Drawn by: Tom Huberty
Salesperson: HUBERTY,TOM
Project Name: City of Deadwood
Project #: 192-050818
Scale 1/4" = 1'

Michael Runge

From: Tom Huberty <thuberty@mid-america.com>
Sent: Tuesday, November 30, 2021 12:49 PM
To: Michael Runge
Subject: Updated Quotation for Additional Mobile Systems
Attachments: Deadwood Quote nov1921.pdf; New Mobile System V2.pdf

Hello Michael,

When I called you a few weeks ago I thought I could get a little help on this increase. No such luck.

I did get a commitment from them that they would hold the current pricing on this until the end of January.

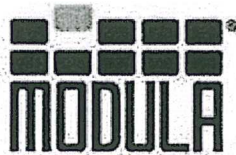
The increase was in the cost of steel and transportation, the installation remained the same. Sometime after the first of the year they anticipate another steel increase, they will hold the pricing on this quote thru the end of January.

I think you mentioned that you be able to place the order in mid-January.

Best Regards

Tom

Tom Huberty | *Mid-America Business Systems* | 2500 Broadway St. N.E. #100 | Minneapolis, MN 55413
Direct - 612.383.2474 | Cell - 952-715-0649 | Office – 612-378-3800 | Fax - 612-378-3100 | Email - thuberty@mid-america.com





December 29, 2021

Bob Nelson
Public Works Director
City of Deadwood

RE: Rodeo Grounds – Concrete Slab

Dear Bob,

We are writing in regards to the proposal that you requested for concrete work at the rodeo grounds in Deadwood, SD. Our estimate is based on the site visit performed and red lined plan received from Albertson Engineering.

Notes/Includes:

- Excavate and cap the two existing water lines
- Remove approx. 6" of fill dirt and install 4" of gravel
- Install #4 rebar per Albertson plan
- Place slab 4" thick with thickened edge at front and back (no foundation wall included) (thickened edge to be approx. 12" x 12")

Exclusions:

No foundation wall or stoop included
No Rigid insulation required per conversation with Jared at Albertson
Bond; Permit Fees, Rock excavation

Proposed Estimate: \$27,400.00

This proposal is valid for 14 days.

If you should have any questions, please contact our office at 605-342-3787.

Thank You,

Josiah Scull

Josiah Scull
R.C.S. Construction, Inc.
Project Manager/Estimator

Safety • Quality • Communication • Timeliness

P.O. Box 9337 • Rapid City, SD 57709-9337
Phone (605) 342-3787 • Fax (605) 348-4041

www.rcsconst.com



Permission to pay the 2022 leased equipment payments indicated on lease contracts/schedules.

2019 CAT 918M Loader - \$19,072.34 - January - CapFirst - Payment 3 of 5
2020 CAT 242D3 Skid Steer - \$5,261.42 - January - CapFirst - 3/5
Altec Bucket Truck - \$30,615.24 - April - Altec Capital - 2/5
2021 Mack Dump Truck - \$32,207.32 - May Lease Servicing Center - 3/5
2019 CAT 938M Loader - \$18,441.05 - June - CapFirst - 2/5
2019 CAT 938M Loader - \$18,441.05 - June - CapFirst - 2/5
2020 CAT 906M Loader - \$13,365.43 - July - CapFirst - 2/5
2019 Kubota Skid Steer - \$1,504.00 Quarterly = \$6,016.00 Kubota Leasing - 3/5
2019 CAT 140-13A Motorgrader - \$18,520.79 - Sept - Butler - 3/5
2019 CAT 140-13A Motorgrader - \$20,558.83 - Sept - Butler - 3/5