

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA

Regular Meeting
5:00 p.m. Monday, September 16, 2019

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 Thursday preceding the next scheduled meeting to be placed on the agenda.

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVE MINUTES of AUGUST 19**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

- A. Al Schaefer, Legislative Audit Closing Conference
- B. Tom Adams, American Legion, Thank you to City
- C. Proclamation declaring September as Childhood Cancer Awareness Month and September 23 as Go Gold for Childhood Cancer Day in the City of Deadwood.
- D. Lee Harstad, Deadwood Chamber, Welcome Center door counts
- E. Snow Removal Billing Dispute - Deadwood Dick's (51 Sherman Street)
- F. Greg and Cari Rothenhoefer. Discussion of adding water and sewer service to three properties on Spring Street. (Continued from Sept. 3rd)

6. **CONSENT AGENDA**

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

- A. Permission for Mayor to sign contract with Ferber Engineering/Smart Software Solutions, Inc. to develop online search engine on City of Deadwood's website, in the amount of \$12,800 for Phase 1 of project. (To be paid from City Archive budget.)
- B. Permission to increase wages for Community Service Officer Marie Vansickel from \$17.83 per hour to \$18.82 per hour retroactive to August 29, 2019 after one year of service, and Rec Center Receptionist Edmund Ryan from \$9.48 per hour to \$9.76 per hour effective September 21, 2019 after one year of service.
- C. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Bill & Amy Reiser.
- D. Permission to hire Albright construction to replace metal roof on HARCC building in the amount of \$18,032.11. (To be paid from Public buildings-hail damage.)

- E. Permission to hire Albright construction to replace metal roofs on shelters at Powerhouse park in the amount of \$8,074.08. (To be paid from Public buildings-hail damage.)
- F. Permission for Lamb painting continue paint repairs at Adams museum. Project has more issues than expected. Total project not to exceed \$7,500.00. (Budgeted item in HP Capital assets.)
- G. Permission for Lamb painting to repair and paint windows at the Rec center not to exceed \$6,500.00. (Budgeted item in HP Capital Assets.)
- H. Permission to purchase 6,000 gallons of fuel at \$2.28 per gallon for a total of \$13,680.
- I. Permission for Mayor to sign agreement with Lawrence County for Deadwood Police Department to share Public Safety Resources for communications, public safety operations and law enforcement services within the County and City.
- J. Permission to hire Aaron McPheeters as Police Officer effective 9/23/19 at a rate of \$21.35 per hour, pending pre-employment and drug screenings.
- K. Permission for Andy Larvie to be moved to the Community Service Officer position effective 9/25/19 at a rate of \$19.81 per hour. Also allow him to remain on police force as a part-time police officer with a rate of \$21.35 per hour.
- L. Permission to re-hire Sage Forsting as Lifeguard effective 9/18/19 at a rate of \$10.31 per hour, pending pre-employment and drug screening.
- M. Permission for Mayor to sign agreement with Albertson Engineering regarding assessment of Whitewood Creek in an amount not to exceed \$18,670.00. (To be paid from Whitewood Creek CIP, with possible reimbursement from FEMA.)
- N. Permission for Mayor to sign agreement with KTM Design Solutions to design sanitary sewer service at 227 Williams Street. (To be paid from HP Professional services line item.)
- O. Permission for Mayor to sign agreement with RCS Construction for 291 Williams Street Retaining Wall in the amount of \$195,800.00.
- P. Permission for Mayor to sign agreement with RCS Construction for 562 Williams Street Retaining Wall in the amount of \$93,600.00.
- Q. Permission for Deadwood Fire Department to purchase operational management software from PSTrax, in amount not to exceed \$3500.00.
- R. Permission to allow Public Work's department permission to prepare contract with Butler Machinery, for the lease of two 2019 Caterpillar 140-13A Motor Graders trading in two units, 2006 Caterpillar 143H and 2001 Caterpillar 134H. No funds expended 2019 with lease payments to begin as budgeted in 2020, with annual appropriation.

7. BID ITEMS

8. PUBLIC HEARINGS

- A. Hold public hearing for Homecoming Parade: street closure for parade on September 20 from 2:00 p.m. until parade ends
- B. Hold public hearing for transfers of Retail (on-off sale) Malt Beverage (RB-21329), Retail (on-off sale) Wine (RW-21330), and Convention

Center (on sale) Liquor (CL-0510) License transfers from TenTexkota LLC to ZCN, LLC dba Deadwood Mountain Grand at 1906 Deadwood Mountain Drive

- C. Permission to waive 45-day requirement for special event application and set public hearing for Songwriters Festival: open container in Zones 1 and 2 on Thursday October 10th 5:00 p.m. to 10:00 p.m., Friday October 11th and Saturday October 12th noon to 10:00 p.m.
- D. Hold public hearing for Consideration of TIF #11 Project Plan and Contract for Development – Tobin J. Morris, Senior VP Dougherty & Company LLC To Present.

9. OLD BUSINESS

10. NEW BUSINESS

- A. Approve Project Plan for Tax Increment Finance District #11. Planning and Zoning recommended approval on 9/4/19 with conditions of adding more details of proposed expenditures and questions on appropriate disbursements.
- B. Permission for Mayor to sign agreement for Development with Deadwood Hotels, LLC
- C. Approve Resolution 2019-31 to Create Tax Increment Finance District #11.
- D. Second Reading of Ordinance #1299 Amending Title 17 –Zoning
- E. Second Reading of 2020 Budget Appropriation Ordinance #1300.
- F. Act as Board of Adjustment and Consider Findings of Fact for Conditional Use Permit - Tattoo Shop at 470 Main Street. Planning and Zoning Commission Approved on 9/4/19. Approve/Deny Findings of Fact for a Tattoo Shop at 470 Main Street and Close File
- G. Act as Board of Adjustment and Consider Final Plat of Railroad Avenue Legally Described as: Lots 10, 11 and 12 of the Meverden Addition; Formerly a part of Railroad Avenue and being a part of M.S. 81 and 283, City of Deadwood, Lawrence County, South Dakota. Submitted by the City of Deadwood for Right of Way and Land Transfer Purposes. Planning and Zoning Commission Approved on 9/4/19. Approve/Deny Final Plat.
- H. First Reading of Ordinance #1301 Amending Chapter 12.50 Staging Areas
- I. First Reading of Ordinance #1302 Amending Chapter 17.60 Special Uses.

11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

- A. Encourage community and staff to join the Mayor at Deadwood/Lead Homecoming Football Game – Sept 20th during half-time, Trevor Tridle will be introduced as an inductee of the High School Hall of Fame.

12. EXECUTIVE SESSION

Executive Session for Legal Matters per SDCL1-25-2 (3) with possible action
Executive Session for Union Negotiations per SDCL1-25-2 (4) with possible action

Executive Session for Personnel Matters per SDCL1-25-2 (1) with possible action

13. ADJOURNMENT

REGULAR MEETING, SEPTEMBER 3, 2019

The Regular Session of the Deadwood City Commission convened on Monday, September 3, 2019 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor 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 MINUTE

Martinisko moved, Johnson seconded to approve the amended minutes of August 19, 2019. Roll Call: Aye-All. Motion carried.

AUGUST, 2019 PAYROLL: COMMISSION, \$4,096.14; FINANCE, \$28,521.41; PUBLIC BUILDINGS, \$11,876.24; POLICE, \$118,643.85; FIRE, \$8,060.46; BUILDING INSPECTION, \$6,404.69; STREETS, \$42,907.91; PARKS, \$51,426.54; PLANNING & ZONING, \$8,991.72; LIBRARY, \$10,058.53; RECREATION CENTER, \$24,806.87; HISTORIC PRESERVATION, \$25,458.55; WATER, \$22,893.64; MT. MORIAH, \$8,501.80; PARKING METER, \$16,655.92; TROLLEY, \$34,354.08; PARKING RAMP, \$3,930.36. **PAYROLL TOTAL: \$427,588.71.**

AUGUST, 2019 PAYROLL PAYMENTS:

Internal Revenue Service, \$100,848.52; S.D. Retirement System, \$42,546.62; Delta Dental, \$4,336.00.

APPROVAL OF DISBURSEMENTS

Struble moved, Todd seconded to approve the September 3, 2019 disbursements. Roll Call: Aye-All. Motion carried.

A & I DISTRIBUTORS	SUPPLIES	610.76
A&B BUSINESS SOLUTIONS	CONTRACT	308.59
ACE INDUSTRIAL SUPPLY	SUPPLIES	1,933.13
ALSCO	SUPPLIES	394.36
ARLETH LAND SURVEYING	SERVICE	2,037.50
ARROWHEAD FORENSICS	SUPPLIES	132.30
ATCO INTERNATIONAL	SUPPLIES	224.00
BARRETT, VICKIE	REFUND	284.00
BICKLE'S TRUCK	SUPPLIES	727.00
BH CHEMICAL	SUPPLIES	4,305.60
BUTLER MACHINERY	SUPPLIES	343.63
CARTER FMX	SPONSOR-MOTOCROSS SHOW 9/7/19	25,000.00
CHAINSABW CENTER	REPAIR	24.95
CONVERGINT TECHNOLOGIES	MONITORING	720.00
DEADWOOD ALIVE	SEPTEMBER 2019	10,000.00
DEADWOOD CHAMBER	BILL LIST	49,000.00
DEADWOOD ELECTRIC	REPAIRS	252.38
DEADWOOD GAMING	SEPTEMBER 2019	13,000.00
DONARSKI LAWN CARE	SERVICE	38,100.00
EB COMMUNICATIONS	SERVICE	110.00
ECOLAB	SERVICE	90.00
EMERY-PRATT	BOOKS	143.81
FAST BREAK SCREEN PRINTING	SERVICE	180.00
FIRST NATIONAL CREDIT CARD	SUPPLIES	1,462.81
FLOYD, LAURA	GRANT	207.31
FMG ENGINEERING	TESTING	415.20
FULL RESTORATION	PROJECT	19,226.47
GARDNER CONSTRUCTION	PROJECT	1,421.49
GENPRO ENERGY SOLUTIONS	MAINTENANCE	411.00
HANDYMAN ARTISTRY	PROJECT	5,421.83
HAWKINS	SUPPLIES	1,062.60
HILLYARD	SUPPLIES	563.70
IDENTISYS	SUPPLIES	600.00
JACOBS WELDING	SERVICE	569.12
KARL'S TV	SUPPLIES	359.99
KNECHT	SUPPLIES	3,303.28
LAKOTA CONTRACTING	SUPPLIES	36.95
LAMB PAINTING	PROJECT	8,488.54
LEAD-DEADWOOD ELEMENTARY	DONATION	45.00
LYNN'S	SUPPLIES	117.03
MCKIE FORD-LINCOLN	REPAIRS	276.44
MIDWEST TAPE	DVDS	415.48
MDU	SERVICE	2,060.69
MS MAIL	SERVICE	2,372.00
MUTH ELECTRIC	SERVICE	2,286.06
MUTUAL OF OMAHA	INSURANCE	230.80
NAT'L ASS'N OF SCHOOL	COURSE	495.00
NETWORK SERVICES	SUPPLIES	152.55
NEWELL MUSEUM	GRANT	2,250.00
NITRO ALLEY	SUPPLIES	2,676.00
OTIS ELEVATOR	SERVICE	730.32
PARTSMASTER	SUPPLIES	293.97
PEARSON, JACI	PROJECT	2,025.00
RAMKOTA HOTEL	LODGING	203.00
RAPID SPA	SERVICE	557.97
REGIONAL HEALTH	TESTING	90.00
RUNGE, MIKE	REIMBURSEMENT	56.16
S AND C CLEANERS	CLEANING	10,313.00
SCHMIDT, WILLIAM	PROJECT	1,425.00

REGULAR MEETING, SEPTEMBER 3, 2019

SCOTT PETERSON MOTORS	BRACKET	34.98
SD ONE CALL	SERVICE	66.08
SD PUBLIC HEALTH LAB	TESTING	30.00
SERVALL	SUPPLIES	1,261.48
SIMON MATERIALS	SUPPLIES	236.61
SMITHSONIAN	RENEWAL	8.00
SPEARFISH LUMBER	SUPPLIES	1,188.99
STRETCH'S	SUPPLIES	311.84
SUMMIT SIGNS	SIGNS	697.00
TALLGRASS LANDSCAPE	PROJECT	2,163.50
TCF EQUIPMENT FINANCE	TROLLEYS	9,400.86
TERRONES, LUIS	PROJECT	420.00
THIS OLD HOUSE	RENEWAL	20.00
TOMS, DON	PROJECT	600.00
TRI AIR TESTING	SERVICE	392.32
TRIPLE K	SERVICE	474.49
TRUE BUILDERS	PROJECT	4,731.27
TRUGREEN	SERVICE	1,037.69
TWILIGHT	SUPPLIES	503.58
TWIN CITY HARDWARE	SUPPLIES	5,539.09
TWIN CITY HARDWARE	GRANTS	2,182.53
UTILITY SERVICE	CONTRACT	4,000.00
VAST	SERVICE	3,229.09
VERIZON	SERVICE	1,948.68
VIEHAUSER ENTERPRISES	SERVICE	2,022.90
WELLMARK	INSURANCE	51,698.71
WENGER GARAGE DOORS	PROJECT	1,515.31
WESTERN STATES FIRE	INSPECTION	225.00
WINSELL CONSTRUCTION	PROJECT	19,617.36
		TOTAL \$336,101.13

Spring Street

Martinisko moved, Johnson seconded to continue discussion with Rothenheofer's in regards to extending sewer and water lines for further review until September 16 Commission meeting. Roll Call: Aye-All. Motion carried.

CONSENT

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

- A. Permission to hire Ainsworth-Benning Construction for grind and seal of Fremont Street in the amount of \$8,921.07. (To be paid from Streets Repair and Maintenance Budget.)
- B. Permission for the Finance Office to credit utility account of 340 Williams Street in the amount of \$50 for excess water consumption used during retaining wall project.
- C. Permission to increase wage of Rec Center employee Brad Morgan from \$9.76 per hr. to \$9.99 per hr. effective September 8, 2019 after two years of service.
- D. Accept resignations from the following seasonal employees: Colt Bradley effective August 9, 2019, Carolyn Groeger effective August 16, 2019 and Kadden Dillman effective August 30, 2019.
- E. Designate Black Hills Pioneer as official City of Deadwood newspaper for twelve months per SDCL 9-12-6
- F. Acknowledge Mayors signature on Deed of Conservation Easement with Orange Building LLC dba TDG Communications.
- G. Permission for Mayor to sign parking lease agreement with First Baptist Church for nine spaces for 48 months (January 2020 through December 2023), \$3,600.00 per year
- H. Permission to hire Lowe Roofing to replace 624 Sq. Ft. of Membrane Roofing at Days of 76 Museum in the amount of \$7,485.00, to be paid from Public Buildings Budget. (Hail Damage)
- I. Permission to hire Brittney Case as a swim instructor at \$11.42 per hr. effective September 5, 2019 pending pre-employment drug screening.
- J. Appointment of Jeramy Russell to the Parking and Transportation Committee.
- K. Permission for Fire Dept. to purchase equipment from SD Wildland Fire Division in the amount of \$3,473.32. (To be paid from Fire equipment budget.)

REGULAR MEETING, SEPTEMBER 3, 2019

BID ITEMS

291 Williams St.

Mayor Ruth stated one bid was opened for Retaining Wall at 291 Williams Street at 2:00 p.m. on August 27 as advertised. Bid bond were included in the following bid submittals:

RCS Construction - \$195,800.00, Alternate 1 - \$25,000.00 Deduct

Public Works Director Nelson Jr. explained the project. Martinisko moved, Struble seconded to accept low bid from RCS Construction in the amount of \$195,800.00 and reject Alternate 1 and direct City Attorney to prepare contract. Roll Call: Aye-All. Motion carried.

562 Williams St.

Mayor Ruth stated two bids were opened for Retaining Wall at 562 Williams Street at 2:00 p.m. on August 27 as advertised. Bid bond were included in the following bid submittals:

RCS Construction - \$93,600.00

CAI2 - \$100,750.00

Public Works Director Nelson Jr. explained the project. Discussion was held concerning possibly change orders. Martinisko moved, Johnson seconded to accept low bid from RCS Construction in the amount of \$93,600.00 and direct City Attorney to prepare contract. Roll Call: Aye-All. Motion carried.

PUBLIC BUILDINGS

Set

Martinisko moved, Struble seconded to set public hearing on September 16 for Consideration of TIF #11 Project Plan and Contract for Development. Roll Call: Aye-All. Motion carried.

Todd moved, Struble seconded to set public hearing on September 16 for Homecoming Parade. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to set public hearing on September 16 for Retail (on-off sale) malt Beverage (RB-21329), Retail (on-off sale) Wine (RW-21330), and Convention Center (on sale) Liquor (CL-0510) Licenses transfers from TenTexKota LLC to ZCN LLC dba Deadwood Mountain Grant at 1906 Deadwood Mountain Grand. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Ordinance

Finance Officer McKeown explained the Ordinance and noted changes will be reflected due to SD Department of Transportation invoice that was just received. Commissioner Martinisko thanked staff on commitment to helping city maintain budget. Martinisko moved, Johnson seconded to approve first reading of Ordinance #1300. Roll Call: Aye-All. Motion carried.

Change of Zoning

Nelson Jr. explained the change of zoning. Martinisko moved, Struble seconded to approve zoning change from Commercial Highway to Residential of parcel legally described as: Aspen Storage 3 of Wilmington Placer M.S. 848, Located in the unplatted portion of Wilmington Placer, M.S. 848, in the SW1/4 Section 13, T5N, R3E, B.H.M. Recommended by Planning and Zoning Commission on August 21, 2019. Roll Call: Aye-All. Motion carried.

Struble move, Todd seconded to approve first reading of Ordinance #1299, Amending Title 17-Zoning. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, SEPTEMBER 3, 2019

Contract

Nelson Jr. explained the project. Mayor Ruth Jr. stated the home owners would like to rehabilitate the house. Commissioner Todd questioned the amount to run the sewer lines. Martinisko moved, Todd seconded to enter into contract with KTM Design Solution in the amount not to exceed \$9,440.00 for the design and bidding service for a sanitary sewer line for 227 Williams Street, out of HP Professional services line item. Roll Call: Aye-All. Motion carried.

Plat

Nelson Jr. explained the plat. Todd moved, Martinisko seconded to submit preliminary plat of Tracts 1, 2, and 3 located in Nevada Gulch to Lawrence County for recording. Roll Call: Aye-All. Motion carried.

Resolution 2019-30

Martinisko moved, Johnson seconded to Surplus City Property, take surplus items to sell at Lawrence County Auction in Spearfish on Saturday, September 28, 2019. Roll Call: Aye-All. Motion carried.

RESOLUTION NO. 2019-30 TO DECLARE THE FOLLOWING SURPLUS PROPERTY

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood approve the following be declared surplus, and sold in conjunction with Lawrence County Surplus Auction on Saturday, September 28, 2019 in Spearfish.

1979 Ford F378S – VIN #F37SPFE1895 (Welder Truck) with Big 40 Welder – VIN#NK301012
1987 Ford F800 – VIN #1FDXF82H9HVA34088
1995 Mustang Skid Steer – Model 940 – Serial #5177303
2001 Chevrolet CK15 – VIN#1GCEK14T41Z287088
2003 Chevrolet CK25903 – VIN#1GCHK24U63E324261
2007 Chevrolet CK36003 – VIN#1GBJK34GX7E129372 (Sander) with Plow – VIN#6272
SCO96C and Sanding Box
2003 Chevrolet CK Reg – VIN#1GCHK24U33E317719
Cushman Truckster – VIN#1CUNH2221JL013705
John Deere 455 – VIN#M00455DO50241 (Tractor)
Yazoo M185 – VIN#1726707196 (Mower 18HP)
2003 Chevrolet – C15906 Suburban – VIN#1GNFK16Z23J259059
1996 Ford Mustang – VIN#1FALP4047TF218706
2005 Jeep Liberty – VIN#1J4GL48K45W609187
2010 Chevrolet Tahoe – VIN#1GNUKAE04AR185474

Dated this 3rd day of September, 2019

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

Change Order

Struble moved, Martinisko seconded to approve Change Order #1 with CAI2 Construction in the amount of \$4,945.06 (deduct) for Retaining Wall at 336 Williams Street bringing total contract amount to \$108,054.94. Roll Call: Aye-All. Motion carried.

Contract

Nelson JR. spoke about the project. Martinisko moved, Johnson seconded to enter into contract with Albertson Engineering – Whitewood Creek Assessment Proposal for Engineering Services as a result of July 4th Storm Damage in the amount of \$18,670.00, to be paid from excess hail insurance proceeds, line itemed in Public Buildings. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, SEPTEMBER 3, 2019

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- Comprehensive Plan Update Stakeholder Meeting – Tuesday, September 24th from 1:00 p.m. to 2:30 p.m. at the Sanford Lab Homestake Visitor Center in Lead for Local Industry Partners.
- South Dakota DOT road construction scheduled for the Intersection of US Highway 14A and County Highway 473 (Maitland Road) will require a US Highway 14A closure of five days starting September 23rd.
- City of Deadwood partnering with Lawrence County for public auction to be held September 28th at 9:30 a.m. at the Spearfish Shop near exit 10.

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

ADJOURNMENT

Johnson moved, Struble seconded to adjourn the regular session at 5:31 p.m. and convene into Executive Session for legal matters per SDCL 1-25-2(3), and personnel matter per SDCL 1-25-2(1) with possible action. The next regular meeting will be on Monday, September 16, 2019.

After coming out of executive session at 6:40 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: 04770 COMBINED - 9/13/19

VENDOR SET: 01

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-090419	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	48.43
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 48.43
01-0418	BLACK HILLS PIONEER					
		I-463 - 2019	101-4111-423	PUBLISHING MINUTES - 7/15/19	000000	200.05
		I-484 - 2019	101-4111-423	PUBLISHING MINUTES - 7/24/19 SPECIAL MTG	000000	25.87
		I-492 - 2019	101-4111-423	PUBLISHING BID NOTICE-RET.WALL/562 WILLMS	000000	41.58
		I-493 - 2019	101-4111-423	PUBLISHING BID NOTICE-RET.WALL/291 WILLMS	000000	41.58
		I-494 - 2019	101-4111-423	PUBLISHING ORDINANCE #1297	000000	61.91
		I-495 - 2019	101-4111-423	PUBLISHING NOTICE OF HEARING -OKTOBERFEST	000000	24.95
		I-496 - 2019	101-4111-423	PUBLISHING NOTICE OF HEARING - DEADWEIRD	000000	20.79
		I-516 - 2019	101-4111-423	PUBLISHING MINUTES - 8/5/19	000000	199.12
01-0545	LYNN'S DAKOTA MART					
		I-003003111911	101-4111-426	SUPPLIES BUDGET MEETING MEALS - COMM.	000000	126.47
01-1331	SD MUNICIPAL LEAGUE					
		I-093019	101-4111-427	TRAVEL REGISTRATION- SDML ANNUAL CONF	000000	100.00
01-3223	QUICK TROPHY, LLC					
		I-96305	101-4111-426	SUPPLIES NAME PLATE/JOHNSON- COMMISSION	000000	35.17
				DEPARTMENT 111	COMMISSION	TOTAL: 877.49
01-0206	SCHMIDT, WILLIAM					
		I-09/06/19 737 MAIN	101-4192-425-07	REPAIRS - FIR FORM-POUR-FINISH SIDEWALK FR/F	000000	2,000.00
		I-09/06/19 FIRE HALL	101-4192-425-07	REPAIRS - FIR FORM-POUR-FINISH SIDEWALK/FIRE	000000	3,200.00
01-0223	COCA COLA BOTTLING HIGH					
		I-3023390	101-4192-426	SUPPLIES COFFEE-CREAMER/PUBLIC BLDGS	000000	516.00
01-0429	BLACK HILLS ENERGY					
		I-08/29/19 POWER	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	17.87
		I-08/29/19 POWER	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	17.63
		I-08/29/19 POWER	101-4192-428	UTILITIES WELCOME SIGN JCT HWY 385 & CLI	000000	16.49
		I-08/29/19 POWER	101-4192-428	UTILITIES 1 MILLER STREET	000000	16.26
		I-08/29/19 POWER	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	18.31
		I-08/29/19 POWER	101-4192-428	UTILITIES WELCOME SIGN DEADWOOD HILL	000000	23.81
		I-08/29/19 POWER	101-4192-428	UTILITIES SAMPSON STREET PUMP	000000	19.07
		I-08/29/19 POWER	101-4192-428	UTILITIES PRESSURE REG STATION	000000	31.45
		I-08/29/19 POWER	101-4192-428	UTILITIES GAYVILLE PUMP	000000	15.00
		I-08/29/19 POWER	101-4192-428	UTILITIES 1 MCKINLEY ST TRAFFIC LIGHTS	000000	38.45
		I-08/29/19 POWER	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	122.76
		I-08/29/19 POWER	101-4192-428	UTILITIES 565 MAIN STREET LIGHTS	000000	27.36
		I-08/29/19 POWER	101-4192-428	UTILITIES 135 SHERMAN STREET LIGHTS	000000	48.88

PACKET: 04770 COMBINED - 9/13/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY	continued				
		I-08/29/19 POWER	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	7,250.47
		I-08/29/19 POWER	101-4192-428	UTILITIES 398 WILLIAMS STREET LIGHTS	000000	24.49
		I-08/29/19 POWER	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	18.78
		I-08/29/19 POWER	101-4192-428	UTILITIES 610 BROADWAY STREET	000000	103.46
		I-08/29/19 POWER	101-4192-428-07	UTILITIES - F FIRE HALL	000000	672.96
		I-08/29/19 POWER	101-4192-428-07	UTILITIES - F 737 MAIN STREET FIRE HALL	000000	10.19
		I-08/29/19 POWER	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	41.84
		I-08/29/19 POWER	101-4192-428-19	UTILITIES - G 418 CLIFF STREET GATEWAY	000000	31.39
		I-08/29/19 POWER	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	571.80
		I-08/29/19 POWER	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	145.47
		I-08/29/19 POWER	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES STREET	000000	17.51
		I-08/29/19 POWER	101-4192-428	UTILITIES PUMP 119 DENVER AVENUE	000000	1,023.84
		I-08/29/19 POWER	101-4192-428	UTILITIES TRAFFIC LIGHTS 4 LANE	000000	15.53
		I-08/29/19 POWER	101-4192-428	UTILITIES 509 WILLIAMS STREET LIGHTS	000000	21.99
		I-08/29/19 POWER	101-4192-428	UTILITIES TIMMS LANE POLE BUILDING	000000	43.29
		I-08/29/19 POWER	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	408.40
		I-08/29/19 POWER	101-4192-428	UTILITIES 105 1/2 SHERMAN ST TRAFFIC LTS	000000	69.81
		I-08/29/19 POWER	101-4192-428	UTILITIES 102 WATER TANK LANE	000000	15.00
		I-08/29/19 POWER	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	205.30
		I-08/29/19 POWER	101-4192-428	UTILITIES 7 1/2 PECK STREET LIGHTS	000000	31.25
		I-08/29/19 POWER	101-4192-428	UTILITIES WILD BILL STATUE LIGHT	000000	15.00
		I-08/29/19 POWER	101-4192-428	UTILITIES 135 WILLIAMS STREET LIGHTS	000000	26.22
		I-08/29/19 POWER	101-4192-428	UTILITIES 34 LINCOLN AVENUE LIGHTS	000000	31.72
		I-08/29/19 POWER	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	230.19
		I-08/29/19 POWER	101-4192-428	UTILITIES 368 WILLIAMS STREET LIGHTS	000000	23.35
		I-08/29/19 POWER	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN ST	000000	683.62
		I-08/29/19 POWER	101-4192-428	UTILITIES 65 SHERMAN STREET	000000	1,401.66
		I-08/29/19 POWER	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	133.20
		I-08/29/19 POWER	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	16.60
		I-08/29/19 POWER	101-4192-428-03	UTILITIES - B CONSESSION STAND 16 CRESCENT	000000	244.45
		I-08/29/19 POWER	101-4192-428	UTILITIES PRV 180 CLIFF STREET	000000	24.85
		I-08/29/19 POWER	101-4192-428-17	UTILITIES - D DAYS OF '76 MUSEUM 40 CRESCENT	000000	3,045.20
		I-08/29/19 POWER	101-4192-428	UTILITIES 20 WABASH STREET LIGHTS	000000	25.53
		I-08/29/19 POWER	101-4192-428-04	UTILITIES - C 108 SHERMAN STREET CITY HALL	000000	3,944.83
		I-08/29/19 POWER	101-4192-428	UTILITIES 22 DUDLEY STREET LIGHTS	000000	27.14
		I-08/29/19 POWER	101-4192-428	UTILITIES 9 CEMETERY STREET LIGHTS	000000	17.97
		I-08/29/19 POWER	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	694.59
		I-08/29/19 POWER	101-4192-428	UTILITIES METHODIST MEMORIAL PARK	000000	33.32
		I-08/29/19 POWER	101-4192-428	UTILITIES CUTTING MINE DEADWOOD GULCH	000000	19.00
		I-08/29/19 POWER	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	472.42
		I-08/29/19 POWER	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DRIVE	000000	19.80
		I-08/29/19 POWER	101-4192-428	UTILITIES TICKET BOOTH/BATHROOM	000000	72.66
		I-08/29/19 POWER	101-4192-428	UTILITIES 301 CLIFF STREET	000000	1,110.62
		I-08/29/19 POWER	101-4192-428	UTILITIES PRV STATION 4 DAKOTA STREET	000000	21.66
		I-08/29/19 POWER	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	449.36
		I-08/29/19 POWER	101-4192-428	UTILITIES 178 SHERMAN STREET LIGHTS	000000	61.01
		I-08/29/19 POWER	101-4192-428-21	UTILITIES - W 501 MAIN STREET WELCOME CENTER	000000	1,303.00
		I-08/29/19 POWER	101-4192-428	UTILITIES 46 FREMONT STREET LIGHTS	000000	37.77

PACKET: 04770 COMBINED - 9/13/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY	continued				
		I-08/29/19 POWER	101-4192-428	UTILITIES 22 WASHINGTON STREET LIGHTS	000000	53.45
		I-08/29/19 POWER	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	477.14
		I-08/29/19 POWER	101-4192-428	UTILITIES 4 MT MORIAH ROAD LIGHTS	000000	27.93
		I-08/29/19 POWER	101-4192-428	UTILITIES MT MORIAH VISITORS CENTER	000000	170.96
		I-08/29/19 POWER	101-4192-428	UTILITIES 5 SIEVER STREET	000000	542.85
		I-08/29/19 POWER	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT STREET	000000	383.78
		I-08/29/19 POWER	101-4192-428-06	UTILITIES - D 15 CRESCENT STREET RODEO	000000	2,075.56
		I-08/29/19 POWER	101-4192-428	UTILITIES 7 1/2 SAMPSON STREET LIGHTS	000000	34.91
		I-08/29/19 POWER	101-4192-428	UTILITIES 62 FOREST AVENUE LIGHTS	000000	29.87
		I-08/29/19 POWER	101-4192-428	UTILITIES REDWOOD TANK	000000	157.72
		I-08/29/19 POWER	101-4192-428	UTILITIES PUMP 50 PLEASANT STREET	000000	15.00
		I-08/29/19 POWER	101-4192-428-12	UTILITIES - P DEADWOOD PAVILION	000000	102.20
		I-08/29/19 POWER	101-4192-428-12	UTILITIES - P 767 MAIN STREET	000000	17.91
		I-08/29/19 POWER	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BLDG	000000	93.35
		I-08/29/19 POWER	101-4192-428	UTILITIES WATER HEAT TAPE	000000	15.00
		I-08/29/19 POWER	101-4192-428	UTILITIES PRESSURE REDUCTION STATION	000000	23.01
		I-08/29/19 POWER	101-4192-428	UTILITIES FLAG 2 MOUNT MARIAH DRIVE	000000	35.14
		I-08/29/19 POWER	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVENUE	000000	795.54
		I-08/29/19 POWER	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.69
		I-08/29/19 POWER	101-4192-428	UTILITIES 8 DAKOTA STREET LIGHTS	000000	20.96
		I-08/29/19 POWER	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	29.07
		I-08/29/19 POWER	101-4192-428	UTILITIES 49 SHERMAN STREET LIGHTS	000000	83.66
		I-08/29/19 POWER	101-4192-428	UTILITIES 17 PLEASANT STREET LIGHTS	000000	26.78
		I-08/29/19 POWER	101-4192-428	UTILITIES OUTLAW SQUARE	000000	166.33
01-0547	M&M SANITATION					
		I-40643	101-4192-422-05	PROFESSIONAL AUGUST MONTHLY TOILET RENT/COL	000000	110.00
01-0653	FASTENAL COMPANY					
		I-SDSPE107366	101-4192-425-13	REPAIRS - REC HSS BOTTOM TAP/REC CENTER	000000	6.32
01-0684	NORTHWEST PIPE FITTINGS					
		I-1273963	101-4192-425-07	REPAIRS - FIR MODEL 20/25/27 REPAIR KIT/FIRE	000000	30.42
01-0720	ALBRIGHT CONSTRUCTION I					
		I-000006	101-4192-425-15	REPAIRS - TRO LABOR TROLLEY BARN	000000	12,900.00
		I-000006	101-4192-425-06	REPAIRS - DAY LABOR GRANDSTANDS	000000	15,769.32
		I-000006	101-4192-425-15	REPAIRS - TRO MATERIAL-LABOR SHEATHING TROLL	000000	12,761.53
01-1017	FLAT EARTH SIGN COMPANY					
		I-4690	101-4192-425-10	REPAIRS - LIB REPAIR-REPAINT EXT SIGN/LIBRAR	000000	2,470.00
01-1333	DEADWOOD ELECTRIC					
		I-21958	101-4192-425-08	REPAIRS - HIS HANG LIGHT FOR KDN/HISTORY	000000	129.60
01-1380	WASTE CONNECTIONS, INC.					
		I-12624566	101-4192-426-11	SUPPLIES - PA AUGUST DUMPSTERS/PARKS	000000	435.90
		I-12625545	101-4192-426-20	SUPPLIES - RE AUGUST DUMPSTERS/RECYCLING	000000	542.25

PACKET: 04770 COMBINED - 9/13/19

VENDOR SET: 01

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
01-1396	LOWE ROOFING, INC.	I-15114	101-4192-425-21	REPAIRS - WEL HAIL DAMAGE ROOF REPAIR/WELCOM	000000	33,535.00
01-1406	STRETCH'S GLASS & CUSTO	I-I027843	101-4192-425-07	REPAIRS - FIR BANK CHARGER-FIRE SIREN/FIRE	000000	1,414.83
01-1502	BLACK HILLS CHEMICAL	I-161973	101-4192-426	SUPPLIES BLCH-TOWEL-TP-FOAMY CLNR/PUB B	000000	187.00
01-1653	STURDEVANT'S AUTO PARTS	I-32-767436	101-4192-426	SUPPLIES GA VINYL BUT-3/8 RING/PUB BLDG	000000	9.17
		I-32-767789	101-4192-426-21	SUPPLIES - WE FLOORDRY-24 FLOOR DRI/PUB BLDG	000000	8.59
		I-32-767820	101-4192-426	SUPPLIES RESISTOR BLO MOT/STREETS	000000	38.64
01-2177	PITNEY BOWES	I-3309583149	101-4192-422-04	PROFESSIONAL QUARTERLY LEASE - JULY-SEP	000000	250.05
01-3151	KONE INC.	I-959336967	101-4192-422-17	PROFESSIONAL- AUGUST ELEVATOR MAINT/DAYS MUS	000000	160.91
01-3685	BLACK HILLS SECURITY &	I-P109648	101-4192-422-10	PROFESSIONAL REMOVE DEVICE FROM SYSTEM/LIBR	000000	145.41
		I-P109690	101-4192-425-06	REPAIRS - DAY BACKUP BATTERY-DOOR SENSOR/GRA	000000	315.51
01-3896	EAGLE ENTERPRISES, LLC	I-22390	101-4192-426	SUPPLIES 9W LED TUBES-TOMBSTONES/PB	000000	747.52
01-3977	ACE HARDWARE OF LEAD	I-013762	101-4192-425-04	REPAIRS - CIT (2) DOOR GUARDS/CITY HALL	000000	51.98
		I-013822	101-4192-426-04	SUPPLIES - CI PLUG CRIMP-HDMI DSNLY PORT/CIT	000000	42.17
		I-013914	101-4192-425-04	REPAIRS - CIT (5) FLUOR LAMPHLDR BI PIN/CITY	000000	17.95
01-4381	ARMOUR ROOFING & CONSTR	I-157	101-4192-425-21	REPAIRS - WEL MATERIAL DEP ROOF/WELCOME CEN	000000	39,192.00
01-4554	BLACK HILLS ENERGY	I-50501-0005795	101-4192-428	UTILITIES RENEWABLE ENERGY SUBSCRIPTION	000000	500.00
DEPARTMENT 192 PUBLIC BUILDINGS TOTAL:						158,204.73
01-0510	GOLDEN WEST TECHNOLOGIE	I-355641	101-4193-422	PROFESSIONAL EMAIL SECUR,BKUP,VIRUS PROTEC	000000	1,327.00
DEPARTMENT 193 COMPUTER SERVICE TOTAL:						1,327.00
01-0418	BLACK HILLS PIONEER	I-36570	101-4210-423	PUBLISHING AD FOR PATROL OFFICER - POLICE	000000	104.00

PACKET: 04770 COMBINED - 9/13/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0467	CULLIGAN OF THE BLACK H					
		I-0008704	101-4210-424	RENTALS BOTTLED WATER, CUPS - POLICE	000000	70.75
		I-0008839	101-4210-424	RENTALS 5 GAL. BOTTLED WATER - POLICE	000000	47.25
		I-0008892	101-4210-424	RENTALS COOLER RENT - SEPT / POLICE	000000	15.00
01-0508	GALLS, LLC					
		I-013485646	101-4210-426	SUPPLIES CUFFS, SAFETY CUTTERS - POLICE	000000	42.79
01-0619	TWILIGHT FIRST AID & SA					
		I-26799	101-4210-424	RENTALS WIPES, IBUPRO, ANTACID, COLD TABS	000000	53.92
01-1509	JUNEKS SERVICE					
		I-5018150	101-4210-425	REPAIRS INSULATOR: ENGINE MO - POLICE	000000	54.53
		I-6024189/1	101-4210-425	REPAIRS REPAIR AIR CONDIT-DODGE/POLICE	000000	495.08
01-3720	SD DEPT. OF PUBLIC SAFE					
		I-N1401298SR	101-4210-424	RENTALS TELETYPE SERVICE - JULY	000000	2,340.00
01-3829	FED EX					
		I-6-595-03631	101-4210-422	PROFESSIONAL SHIPPING FEE - POLICE	000000	13.14
01-4195	MARCO					
		I-25492824	101-4210-424	RENTALS COPIER CONTRACT - POLICE	000000	484.78
01-4202	AXON ENTERPRISE, INC.					
		I-SI-1608289	101-4210-422	PROFESSIONAL UCP STANDARD - YR 2 PMT/POLICE	000000	2,193.12
01-4299	BALCO UNIFORM CO, INC					
		I-55178	101-4210-426	SUPPLIES UNIF.WOOL SHIRTS, EMBLEMS-POLIC	000000	191.93
DEPARTMENT 210 POLICE						TOTAL: 6,106.29
01-0547	M&M SANITATION					
		I-40644	101-4221-422	PROFESSIONAL MONTHLY TOILET RENTAL/FIREWISE	000000	110.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-766127	101-4221-425	REPAIRS BATTERY - TROLLEY	000000	259.92
		I-32-767405	101-4221-425	REPAIRS HOSES, FITTINGS, ADAPTOR- FIRE	000000	87.68
01-1995	PONTIUS, JERRY					
		I-082319	101-4221-425	REPAIRS ALUMINUM RA GEAR REDUCER/FIRE	000000	85.68
01-2473	SD DEPT. OF CORRECTIONS					
		I-C18D0104	101-4221-422	PROFESSIONAL FIRE SUPPRESSION WORK/FIREWISE	000000	4,332.56
01-2594	DEADWOOD FIRE DEPARTMEN					
		I-090519	101-4221-422	PROFESSIONAL STAFFING - KOOL DWD NITES	000000	1,393.56

PACKET: 04770 COMBINED - 9/13/19

VENDOR SET: 01

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
01-3056	NORTHERN HILLS TECHNOLO					
		I-9663512	101-4221-422	PROFESSIONAL ONLINE BACKUP - AUG./FIRE DEPT	000000	32.50
				DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR	TOTAL:	6,301.90
01-0467	CULLIGAN OF THE BLACK H					
		I-0008706	101-4310-426	SUPPLIES (4) 5 GAL BOTTLE WATER/STREETS	000000	26.00
		I-0008791	101-4310-426	SUPPLIES (3) 5 GAL BOTTLE WATER/ STREET	000000	27.50
		I-0008838	101-4310-426	SUPPLIES (3) 5 GAL BOTTLE WATER/STREETS	000000	19.50
01-0514	SIMON MATERIALS COMPANY					
		I-1615524	101-4310-426	SUPPLIES SANDING FINES/STREETS	000000	4,661.82
		I-1615609	101-4310-426	SUPPLIES SANDING FINES/STREETS	000000	2,731.91
01-0561	SD ONE CALL					
		I-SD19-2252	101-4310-422	PROFESSIONAL AUGUST MSGS-FAXES/STREETS	000000	26.88
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-56743	101-4310-425	REPAIRS MOUNT TIRE STUDDING SRVC/STR	000000	1,470.00
		I-1-56829	101-4310-425	REPAIRS MOUNT TIRE STUDDING SRVC/STR	000000	1,960.00
		I-1-56908	101-4310-425	REPAIRS VALVE STEM FLAT TIRE REPAIR/ST	000000	9.50
01-1095	SIMON CONTRACTORS OF SD					
		I-1615105	101-4310-425	REPAIRS MCGOVERN HILL OVERLAY/STREETS	000000	18,375.04
		I-1615110	101-4310-425	REPAIRS MCGOVERN HILL PATCHING/STRTS	000000	19,412.73
		I-PAY APP 6	101-4310-433	IMPROVEMENTS LOW MAIN ST UTIL IMP PROJ/STRT	000000	75,760.74
01-1288	ACE INDUSTRIAL SUPPLY,					
		I-1822529	101-4310-426	SUPPLIES (3) EACH 3"-2" NYLON SLINGS/ST	000000	1,204.30
		I-1822866	101-4310-426	SUPPLIES LUBRICANT-CLNR-BLASTER/STRTS	000000	1,916.32
01-1333	DEADWOOD ELECTRIC					
		I-21959	101-4310-425	REPAIRS FIX STREET LIGHTS HIT BORE/STR	000000	171.61
01-1515	RAPID DELIVERY					
		I-397338	101-4310-426	SUPPLIES BUTLER DELIVERY/STREETS	000000	13.23
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-765854	101-4310-426	SUPPLIES OIL FILTER-PRONTO 5W20/STRTS	000000	37.32
		I-32-766587	101-4310-426	SUPPLIES HYDRAULIC COUPLER/STRTS	000000	23.40
		I-32-767406	101-4310-426	SUPPLIES MECH FASTFIT GLOVES/STREETS	000000	81.89
		I-32-767762	101-4310-426	SUPPLIES (2) WIX OIL FILTERS/STREETS	000000	89.00
		I-32-767781	101-4310-426	SUPPLIES (2) H/D OIL STABILIZER/STREETS	000000	65.58
		I-32-767912	101-4310-426	SUPPLIES PURP POWER 32 OZ/STREETS	000000	5.59
		I-32-768034	101-4310-426	SUPPLIES MILD STEEL/STREETS	000000	122.89
		I-32-768088	101-4310-426	SUPPLIES (2) CONTACT TIP TWECO/STREETS	000000	10.24
01-1813	GENERAL TRAFFIC CONTROL					

PACKET: 04770 COMBINED - 9/13/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1813	GENERAL TRAFFIC CONTROL	continued				
		I-19634	101-4310-425	REPAIRS	TRANSCIEVER GATEWAY-NODE/STRTS 000000	2,540.00
01-3438	BLACKSTRAP, INC.					
		I-00022607-0	101-4310-426	SUPPLIES	26.5 UNITS ROAD SALT/STREETS 000000	2,332.01
		I-00022835-0	101-4310-426	SUPPLIES	26.9 UNITS ROAD SALT/STREETS 000000	2,367.21
		I-00022883-0	101-4310-426	SUPPLIES	27.725 UNITS ROAD SALT/STREETS 000000	2,439.80
		I-00023011-0	101-4310-426	SUPPLIES	25.990 UNITS ROAD SALT/STREETS 000000	2,287.12
01-3563	JANKE AND SONS TRUCKING					
		I-08/27/19 HAULING	101-4310-422	PROFESSIONAL	477.01 HAULING CHARGES/STREETS 000000	2,623.56
01-3970	A & I DISTRIBUTORS					
		I-3351424	101-4310-426	SUPPLIES	1 Q SPRO-14 OZ GADUS/STREETS 000000	180.55
01-4452	KTM DESIGN SOLUTIONS IN					
		I-KTM-181669	101-4310-422	PROFESSIONAL	FREEMONT STR MONITORING/STRTS 000000	400.00
				DEPARTMENT 310 STREETS	TOTAL:	143,393.24
01-1380	WASTE CONNECTIONS, INC.					
		I-12624667	101-4320-422	PROFESSIONAL	AUGUST GARBAGE PICKUP/RESIDENT 000000	6,664.05
				DEPARTMENT 320 SANITATION	TOTAL:	6,664.05
01-0213	TRUGREEN CHEM-LAWN					
		I-109013892	101-4520-422	PROFESSIONAL	SOFTBALL FIELDS/PARKS 000000	425.00
		I-109741307	101-4520-422	PROFESSIONAL	VEGETATION CONTROL GORDON/PRK 000000	65.24
		I-109747258	101-4520-422	PROFESSIONAL	VEGETATION CONTROL SOFTBALL/PR 000000	257.18
01-0467	CULLIGAN OF THE BLACK H					
		I-0008705	101-4520-426	SUPPLIES	(6) 5 GAL BOTTLE WATER/PARKS 000000	39.00
		I-0008792	101-4520-426	SUPPLIES	(4) 5 GAL BOTTLE WATER/PARKS 000000	26.00
		I-0008837	101-4520-426	SUPPLIES	(5) 5 GAL BOTTLE WATER/PARKS 000000	32.50
		I-0008891	101-4520-426	SUPPLIES	SEPT COOLER RENT/PARKS 000000	15.00
01-0582	SD DEPT. OF MOTOR VEHIC					
		I-090619	101-4520-426	SUPPLIES	TITLE/PLATES -2019 KUBOTA/PRKS 000000	23.20
01-0653	FASTENAL COMPANY					
		I-SDSPE107499	101-4520-426	SUPPLIES	CBL TIES-D-C-AA-BATTERIES/PRKS 000000	562.13
01-0798	WARNE CHEMICAL & EQUIPM					
		I-286076	101-4520-433-05	CIP WHITEWOOD WEED CONTROL WALNUT ST/PARKS	000000	2,700.00
		I-286077	101-4520-433-05	CIP WHITEWOOD WEED CONTROL HWY 385/PARKS	000000	2,400.00
		I-286078	101-4520-433-05	CIP WHITEWOOD WEED CONTROL 76 DR RAILD/PARKS	000000	2,200.00

PACKET: 04770 COMBINED - 9/13/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1148	KNECHT HOME CENTER, INC	I-3784223	101-4520-426	SUPPLIES SPEC MIX SAND MORTAR/PARKS	000000	165.00
01-1502	BLACK HILLS CHEMICAL	I-161502A	101-4520-426	SUPPLIES HAND SOAP-NITRILE GLOVES/PARKS	000000	83.88
		I-161973	101-4520-426	SUPPLIES BLCH-TOWEL-TP-FOAMY CLNR/PARKS	000000	187.01
01-1653	STURDEVANT'S AUTO PARTS	I-32-767548	101-4520-426	SUPPLIES 7 WAY RV STYLE/PARKS	000000	21.24
		I-32-767709	101-4520-426	SUPPLIES 7 WAY-ROTCK4 15W40/PARKS	000000	66.99
01-1831	POWERPLAN	I-P69057	101-4520-426	SUPPLIES FUEL FILTER-HY-GARD/PARKS	000000	237.61
		I-P69317	101-4520-434	MACHINERY/EQU SUPPORT-SPREADER-SHIP/PARKS	000000	1,892.35
01-1904	CAMPBELL SUPPLY	I-04010182	101-4520-426	SUPPLIES TRAP JARS-RATCHET TIE DOWNS/PK	000000	217.12
DEPARTMENT 520 PARKS						TOTAL: 11,616.45
01-0418	BLACK HILLS PIONEER	I-507 - 2019	101-4640-423	PUBLISHING NOTICE OF HEARING- ZONING CHNG	000000	19.87
		I-547 - 2019	101-4640-423	PUBLISHING ORD.#1298 - BUSINESS LICENSES	000000	51.28
01-1331	SD MUNICIPAL LEAGUE	I-093019	101-4640-427	TRAVEL REGISTRATION- SDML ANNUAL CONF	000000	65.00
01-1786	PETTY CASH/HISTORIC PRE	I-0911119	101-4640-426	SUPPLIES PETTY CASH REIMBURSE 09/2019	000000	30.00
01-3314	CENTURY BUSINESS PRODUC	I-486017	101-4640-428	UTILITIES HP/PZ CONTRACT 8/9/19 - 9/8/19	000000	305.54
DEPARTMENT 640 PLANNING AND ZONING						TOTAL: 471.69
FUND 101 GENERAL FUND						TOTAL: 335,011.27

PACKET: 04770 COMBINED - 9/13/19

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3497	LEAD-DEADWOOD OPTIMIST					
		I-091019	206-3550-699	MISC REVENUE SCHL SUPPLS DONATN/LIBR \$ DRV	000000	45.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 45.00
01-0418	BLACK HILLS PIONEER					
		I-36573	206-4550-426	SUPPLIES AD FOR LIBRARY ASSISTANT	000000	126.00
01-0467	CULLIGAN OF THE BLACK H					
		I-0008746	206-4550-426	SUPPLIES 5 GAL.BOTTLED WATER, CUPS-LIBR	000000	21.50
01-0553	MONTANA DAKOTA UTILITIE					
		I-68250010003AUGLIBR	206-4550-428	UTILITIES NATURAL GAS/LIBRARY-7/24-8/22	000000	16.50
01-1562	MIDWEST TAPE					
		I-97828858	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	91.46
		I-97860500	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	67.47
01-1911	EMERY-PRATT COMPANY					
		I-627186	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	58.56
		I-627378	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	65.48
01-1930	CHANEY-MOODIE, JEANETTE					
		I-083019	206-4550-422	PROFESSIONAL REIMBSMT-SD LIBRARY CONFERENCE	000000	195.00
				DEPARTMENT 550	LIBRARY	TOTAL: 641.97
				FUND 206	LIBRARY FUND	TOTAL: 686.97

PACKET: 04770 COMBINED - 9/13/19
VENDOR SET: 01
FUND : 209 BED & BOOZE FUND
DEPARTMENT: 510 REC CENTER
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0223	COCA COLA BOTTLING HIGH	I-3052480	209-4510-426	SUPPLIES (2) 7 OZ CADDY PACK CUPS/REC	000000	50.00
01-0418	BLACK HILLS PIONEER	I-36927, 37185	209-4510-423	PUBLISHING FALL SPORTS PREVIEW/REC	000000	59.00
		I-36927, 37185	209-4510-423	PUBLISHING COMMUNITY PGS SPONSOR/REC	000000	12.50
01-1514	RAPID CITY JOURNAL SUBS	I-08/20/19 SUBSCRIPT	209-4510-426	SUPPLIES ONE YEAR SUBSCRIPTION/REC CENT	000000	542.99
01-1725	QUILL CORPORATION	I-9953998	209-4510-426	SUPPLIES 5 PK BLACK-COLOR INK CARTR/REC	000000	166.99
01-3151	KONE INC.	I-959336966	209-4510-422	PROFESSIONAL AUGUST ELEVATOR MAINT/REC CENT	000000	154.72
01-3618	KDSJ 980 AM RADIO	I-19-08-025	209-4510-423	PUBLISHING LEAD-DEADWOOD SPORTS CLUB/REC	000000	160.00
DEPARTMENT 510 REC CENTER						TOTAL: 1,146.20
01-0475	DEADWOOD CHAMBER & VISI	I-091219	209-4980-422	PROFESSIONAL OUTLAW SQR-DWN PMT-JUMBOTRN	000000	15,450.00
DEPARTMENT 980 SPECIAL EVENTS						TOTAL: 15,450.00
FUND 209 BED & BOOZE FUND						TOTAL: 16,596.20

PACKET: 04770 COMBINED - 9/13/19

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI					
		I-091119	215-4572-210	VISITOR MGMT BILL LIST SEPTEMBER 2019	000000	1,385.00
		I-091119	215-4572-215	VISITOR MGMT BILL LIST SEPTEMBER 2019	000000	17,500.00
		I-091119	215-4572-210	VISITOR MGMT BILL LIST SEPTEMBER 2019	000000	14,048.99
01-3558	DEADWOOD HISTORY, INC.					
		I-32313	215-4572-235	VISITOR MGMT WINDOW DISPLAY-DESIGN COMM	000000	700.00
01-4007	SPLIT ROCK STUDIOS					
		I-4279	215-4572-235	VISITOR MGMT HISTORY & INFO CENTER PROJECT	000000	79,064.55
				DEPARTMENT 572 HP VISITOR MGMT AND INFOR	TOTAL:	112,698.54
01-1786	PETTY CASH/HISTORIC PRE					
		I-0911119	215-4573-335	HIST. INTERP. PETTY CASH REIMBURSE 09/2019	000000	111.79
01-2014	TOMS, DON					
		I-LEDGER PROJECT 919	215-4573-335	HIST. INTERP. LC TAX RECORDS BK 5 OF 19	000000	600.00
01-2986	SOCIETY OF AMERICAN ARC					
		I-0011528	215-4573-335	HIST. INTERP. 2020 RENEWAL MEMBERSHIP	000000	140.00
				DEPARTMENT 573 HP HISTORIC INTERPRETATI	TOTAL:	851.79
01-0776	ALBERTSON ENGINEERING,					
		I-13669	215-4575-515	GRANT/LOAN RE RETAINING WALL 562 WILLIAMS	000000	290.00
		I-13673	215-4575-515	GRANT/LOAN RE RETAINING WALL 291 WILLIAMS	000000	290.00
		I-13675	215-4575-515	GRANT/LOAN RE RETAINING WALL 336 WILLIAMS	000000	1,638.87
01-1225	CAI CONSTRUCTION, LLC					
		I-081319	215-4575-515	GRANT/LOAN RE RETAINING WALL 336 WILLIAMS	000000	13,500.00
				DEPARTMENT 575 HP DEADWOOD GRANT AND LOA	TOTAL:	15,718.87
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-355641	215-4576-600	PROFES. SERV. EOFFSITE BACKUP SERVICE	000000	215.00
01-4030	BLAIR, LINDA					
		I-091019	215-4576-630	PROFES. SERV. BLOCK PICNIC REIMBURSEMENT	000000	32.26
				DEPARTMENT 576 HP PROFESSIONAL SERVICES	TOTAL:	247.26
01-0776	ALBERTSON ENGINEERING,					
		I-13664	215-4577-755	CAPITAL ASSET SMITH APT/LINCOLN AVE RET WALL	000000	72.50

PACKET: 04770 COMBINED - 9/13/19

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 577 HP FIXED CAPITAL ASSETS O

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1322	PETE LIEN & SONS, INC.					
		I-19POS/066678	215-4577-775	CAPITAL ASSET DAYS OF 76 GRANDSTAND STAIRS	000000	213.00
01-2764	LAMB PAINTING LLC					
		I-19123-2	215-4577-705	CAPITAL ASSET SCRAPE/PRIME/PAINT LIBRARY	000000	7,882.67
01-3342	RASMUSSEN MECHANICAL SE					
		I-JC8942	215-4577-715	CAPITAL ASSET REPLACE HVAC SYSTEM	000000	22,402.00
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						30,570.17
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-355972	215-4641-422	PROFESSIONAL MANAGED FIRE WALL - ANNUAL	000000	1,680.00
01-1786	PETTY CASH/HISTORIC PRE					
		I-0911119	215-4641-426	SUPPLIES PETTY CASH REIMBURSE 09/2019	000000	20.00
01-2204	FERBER ENGINEERING COMP					
		I-J18-118-2.4	215-4641-422	PROFESSIONAL 2019 GIS TECH SERVICES AUGUST	000000	240.00
01-3223	QUICK TROPHY, LLC					
		I-99118	215-4641-426	SUPPLIES 2-DESK NAME PLATE2-NAME PLATE	000000	55.96
01-3373	AMAZON WEB SERVICES					
		I-280121513	215-4641-428	UTILITIES WEB SERVICES 8/01/19 - 8/31/19	000000	671.98
01-3860	ANFINSON, BONNY					
		I-090619	215-4641-426	SUPPLIES SHPO BUDGET PRES MEAL REIMBURS	000000	57.68
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						2,725.62
FUND 215 HISTORIC PRESERVATION TOTAL:						162,812.25

PACKET: 04770 COMBINED - 9/13/19
 VENDOR SET: 01
 FUND : 216 REVOLVING LOAN
 DEPARTMENT: N/A NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1225	CAI CONSTRUCTION, LLC					
		I-5472	216-1310	DUE FROM OTHE WK DONE-WTR LINE-336 WILLIAMS	000000	4,100.00
		I-5473	216-1310	DUE FROM OTHE WK DONE-WTR LINE-334 WILLIAMS	000000	4,100.00
01-4520	IVERSON CONSTRUCTION, I					
		I-2746	216-1310	DUE FROM OTHE WORK DONE - 422 WILLIAMS	000000	9,970.52
01-4551	SVENCO					
		I-455301	216-1310	DUE FROM OTHE WORK DONE - 118 CHARLES	000000	123.30
01-4552	PACKER CONCRETE CONSTRU					
		I-2883	216-1310	DUE FROM OTHE WORK DONE - 422 WILLIAMS	000000	7,470.98
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						25,764.80
01-0558	NHS OF THE BLACK HILLS					
		I-2019-8	216-4653-422	PROFESSIONAL SERVICING CONTRACT INTERIM	000000	5,478.75
01-1116	WALSH, JOHN					
		I-083119	216-4653-962-03	WINDOWS GRANT WINDOWS - 476 WILLIAMS - WALSH	000000	3,009.17
01-2849	DAKOTA LUMBER CO					
		I-1908-103423	216-4653-962-03	WINDOWS GRANT WINDOWS - 27 LINCOLN - FENTON	000000	2,863.00
01-3552	COMPETITIVE MASONRY					
		I-781065	216-4653-962-08	FOUNDATION GR FOUNDATION - 312 MAIN - FERRIS	000000	10,000.00
		I-781065	216-4653-962-01	SPECIAL NEEDS FOUNDATION - 312 MAIN - FERRIS	000000	8,119.13
		I-781065-1	216-4653-962-08	FOUNDATION GR FOUNDATION-8 VAN BUREN-JOHNSON	000000	900.00
01-4034	WEATHER-TITE EXTERIORS					
		I-5967	216-4653-962-03	WINDOWS GRANT WINDOWS - 59 VAN BUREN - SMITH	000000	7,200.00
01-4084	MCNARY, TOM					
		I-C040496	216-4653-962-03	WINDOWS GRANT WINDOWS-14 VAN BUREN-MCNARY	000000	792.16
01-4086	TWIN CITY HARDWARE - GR					
		I-1909-039716	216-4653-962-01	SPECIAL NEEDS ELDERLY - 2 DUDLEY - MORGAN	000000	1,376.44
01-4416	ANCESTOR CONCRETE & MAS					
		I-2137	216-4653-962-08	FOUNDATION GR FOUNDATION/ELDERLY-416 WILLAMS	000000	2,765.00
		I-2137	216-4653-962-01	SPECIAL NEEDS FOUNDATION/ELDERLY-416 WILLAMS	000000	805.00
01-4550	ILEVEL CONSTRUCTION					
		I-091019	216-4653-962-03	WINDOWS GRANT WINDOWS-462 WILLIAMS-CLEMENS	000000	693.88
01-4553	JORGENSEN, LISA M.					
		I-090619	216-4653-962-05	FACADE EASEME FACADE - 641 MAIN - JORGENSEN	000000	21,854.17
				DEPARTMENT 653	REVOLVING LOAN	TOTAL:
						65,856.70
				FUND	216	REVOLVING LOAN
						TOTAL:
						91,621.50

PACKET: 04770 COMBINED - 9/13/19

VENDOR SET: 01

FUND : 517 OUTLAW SQUARE FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-2625	SCULL CONSTRUCTION					
		I-PAY APP#8 8/30/19	517-4520-422	PROFESSIONAL PAY APP #8 - OUTLAW SQUARE	000000	610,325.64
				DEPARTMENT 520 PARKS	TOTAL:	610,325.64

				FUND 517 OUTLAW SQUARE FUND	TOTAL:	610,325.64

PACKET: 04770 COMBINED - 9/13/19

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0514	SIMON MATERIALS COMPANY					
		I-1623500	602-4330-425	REPAIRS	WATER LINE REPAIR DUNLOP ST/WT 000000	327.15
01-0539	LEAD-DEADWOOD SANITARY					
		I-08/31/19 EQR	602-4330-422	PROFESSIONAL	AUGUST EQR ALL RESIDENTS 000000	33,175.64
01-0561	SD ONE CALL					
		I-SD19-2252	602-4330-422	PROFESSIONAL	AUGUST MSGS-FAXES/WATER 000000	26.88
01-1095	SIMON CONTRACTORS OF SD					
		I-PAY APP 6	602-4330-433	IMPROVEMENTS	LOW MAIN ST UTIL IMP PROJ/WATE 000000	20,733.53
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-765961	602-4330-426	SUPPLIES	STANDARD MINI BULB/WATER 000000	2.59
				DEPARTMENT 330	WATER	TOTAL: 54,265.79
				FUND	602 WATER FUND	TOTAL: 54,265.79

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 04770 COMBINED - 9/13/19

VENDOR SET: 01

FUND : 603 SEWER FUND

DEPARTMENT: 325 SEWER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0539	LEAD-DEADWOOD SANITARY					
		I-08/31/19 CONSUMP	603-4325-429	OTHER EXPENSE SEPT CONSUMPTION PUBLIC BLDGS	000000	1,044.41
01-1095	SIMON CONTRACTORS OF SD					
		I-PAY APP 6	603-4325-433	IMPROVEMENTS LOW MAIN ST UTIL IMP PROJ/SEWE	000000	8,349.30
				DEPARTMENT 325 SEWER	TOTAL:	9,393.71
				FUND 603 SEWER FUND	TOTAL:	9,393.71

PACKET: 04770 COMBINED - 9/13/19

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1406	STRETCH'S GLASS & CUSTO					
		I-I027851	610-4360-425	REPAIRS	2 GLASS PANES - PKG RAMP	000000 16.62
				DEPARTMENT 360	PARKING/TRANSPORTATION	TOTAL: 16.62
01-0545	LYNN'S DAKOTA MART					
		I-120	610-4361-426	SUPPLIES	COFFEE, 8-24PK WATER /TROLLEY	000000 38.89
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-56844	610-4361-425	REPAIRS	DISMOUNT/MOUNT TIRE - TROLLEY	000000 80.00
01-0619	TWILIGHT FIRST AID & SA					
		I-26770	610-4361-426	SUPPLIES	LENS CLEANING TOWLETTES/TROLLE	000000 35.90
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-766785	610-4361-426	SUPPLIES	FLOOR DRI, DEX-COOL, ANTI-SEIZE	000000 45.40
		I-32-767090	610-4361-426	SUPPLIES	HARDWARE, SFTY GLASSES, STARLITE	000000 50.40
				DEPARTMENT 361	TROLLEY DEPARTMENT	TOTAL: 250.59
01-0429	BLACK HILLS ENERGY					
		I-08/29/19 POWER	610-4362-428	UTILITIES	BROADWAY PARKING RAMP	000000 746.12
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-355641	610-4362-422	PROFESSIONAL	MANAGED FIREWALL - PKG RAMP	000000 52.50
01-3151	KONE INC.					
		I-959336966	610-4362-422	PROFESSIONAL	AUGUST ELEVATOR MAINT/RAMP	000000 154.71
				DEPARTMENT 362	BROADWAY GARAGE	TOTAL: 953.33
				FUND	610 PARKING/TRANSPORTATION	TOTAL: 1,220.54

PACKET: 04770 COMBINED - 9/13/19

VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGENCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING	I-091019	723-4000-429	OTHER CITY SLOTS - PYMT 3, YR 2	000000	29,829.55
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	29,829.55
			FUND	723 NICKEL SLOT PAYMENT AGENCY	TOTAL:	29,829.55
					REPORT GRAND TOTAL:	1,311,763.42

CITY OF
DEADWOOD

FINANCE OFFICE

DEADWOOD CITY HALL

102 Sherman Street

Deadwood, South Dakota 57732

Phone (605) 578-2600 • Fax (605) 722-0786

September 16, 2019

Allen L. Schaefer
3707 Locust Street
Rapid City, SD 57701

Dear Mr. Schaefer:

We are providing this letter in connection with your audit of the financial statements of the Municipality of Deadwood as of December 31, 2018 and for the year then ended for the purpose of expressing an opinion as to whether the basic financial statements present fairly, in all material respects, the financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Municipality of Deadwood and the respective changes in financial position and cash flows, where applicable, in conformity with accounting principles generally accepted in the United States of America. We confirm that we are responsible for the fair presentation of the aforementioned financial statements in conformity with accounting principles generally accepted in the United States of America. We are also responsible for adopting sound accounting policies, establishing and maintaining appropriate internal controls, and preventing and detecting fraud.

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

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

1. The financial statements referred to above are fairly presented in conformity with accounting principles generally accepted in the United States of America.
2. All funds that meet the quantitative criteria of Governmental Accounting Standards Board (GASB) Statement No. 34 and 37 for presentation as major have been properly identified, and are presented as such, and all other funds that are presented as major have been so designated by us, and are considered important to users of our financial statements.

3. Joint ventures, jointly governed organizations, cost-sharing arrangements and other related organizations have been properly disclosed in the financial statements or related notes, as applicable.
4. Net position component (net invested in capital assets; restricted; and unrestricted) and fund balance restrictions and assignments are properly classified, and have been authorized by appropriate action of the municipal commission, where required.
5. Provisions for uncollectible receivables have been properly identified and recorded. No accounts are actually written-off until approved by the municipal commission.
6. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis. Where Uniform Guidance applies, cost allocations have been made in conformity with its requirements.
7. Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
8. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
9. Special and extraordinary items are appropriately classified and reported.
10. We have disclosed all deposit accounts and investments which are classified as to risk, and investments are properly valued, including special accounts whose authorized signatories are other than the Municipal Finance Officer, held in local bank accounts and funds held in trust at banks or other financial institutions. We have only one federal Taxpayer Identification Number (TIN).
11. Capital Assets, including infrastructure assets, are properly capitalized, reported, and, if applicable, depreciated in accordance with municipal policy.
12. Required Supplementary Information, consisting of Supplementary Schedules of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual, for the General and each major Special Revenue Fund has been prepared and presented within prescribed guidelines of GASB Statement No. 34 and the Schedule of the Municipality Contributions and Schedule of the Municipality's Proportionate Share of Net Pension Liability (Asset) has been prepared and presented within the prescribed guidelines of GASB Statement No. 68.
13. Required Supplementary Information, consisting of Management's Discussion and Analysis has not been prepared.
14. We have made available to you all:
 - a. Financial records and related data.
 - b. Minutes of board meetings or summaries of actions of recent meetings for which minutes have not been prepared.

15. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices that could have a material effect on the financial statements.
16. There are no material transactions that have not been properly recorded in the accounting records underlying our financial statements.
17. We have reviewed your potential audit adjustments and concur that the effects of the uncorrected misstatements aggregated by you during your audit are immaterial, both individually and in the aggregate, to the financial statements of each reporting unit taken as a whole.
18. We acknowledge our responsibility for the design and implementation of programs and controls to both prevent and detect fraud.
19. We have no knowledge of any fraud or suspected fraud affecting the municipality involving:
 - a. Management;
 - b. Employees who have significant roles in internal control; or,
 - c. Others where the fraud could have a material effect on the financial statements.

Furthermore, we have no knowledge of any allegations of fraud or suspected fraud affecting the municipality received in communications from employees, former employees, analysts, regulators, or others.

20. We have no plans or intentions that may materially affect the carrying value or classification of assets, liabilities or fund equity.
21. All transactions of the municipality during the audit period, conducted with outside parties, were on an arm's length basis; that is, none of the officers or key employees of the municipality had any material direct or indirect ownership or profit participation in those enterprises with which the municipality had significant dealings.
22. All guarantees, whether written or oral, under which we are contingently liable have been properly recorded or disclosed in the financial statements.
23. We believe all accounting estimates that could be material to the financial statements, including the key factors and significant assumptions underlying those estimates and measurements, are reasonable in the circumstances, consistently applied, and adequately disclosed.
24. Participation in a public entity risk pool has been properly reported and disclosed in the financial statements.
25. We are responsible for the municipality's compliance with laws and regulations applicable to it and we have identified and disclosed to you, all laws and regulations that have a direct and material effect on the determination of financial statement amounts, including legal and

contractual provisions for reporting specific activities in separate funds.

26. There are no:

- a. Violations or possible violations of budget laws (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, or for reporting on noncompliance.
- b. Unasserted claims or assessments that our legal counsel has advised us are probable of assertion and must be disclosed in accordance with GASB Statement No. 62, *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*.
- c. Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB Statement No. 62.
- d. Reservations or designations of fund equity that were not properly authorized and approved.

27. The municipality has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.

28. Capital assets are valued at original cost or estimated cost if original cost is unavailable. Capital assets are capitalized, based on criteria of a useful life of one year or more, tangible in nature, and a value of \$5,000 to \$50,000 or more depending on classification of capital assets.

29. We have complied with all aspects of contractual agreements and debt covenants that would have a material effect on the financial statements in the event of noncompliance.

30. No events have occurred subsequent to the balance sheet date that would require adjustment to, or disclosure in, the financial statements.

31. We have identified to you any previous financial audits, attestation engagements, performance audits, or other studies related to the objectives related to the current audit and have provided our corrective action plan on current and prior audit findings and recommendations, as applicable.

32. We have disclosed to you all contracts or other agreements with Neighbor Hood Housing, our service organization, and we have disclosed to you all communications from those service organizations relating to noncompliance at the service organizations.

33. We have properly applied and disclosed our policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for expenditures for which more than one resource classification is available.

34. We have reviewed and approved the various adjusting journal entries that were proposed by you for recording in our books and records and reflected in the financial statements.

35. We have complied with IRS arbitrage regulation and adequate provisions have been made for arbitrage rebate in accordance with IRS regulations.
36. We have complied with SEC Rule No. 240.15c2.12 with respect to reporting financial and operational information and notices of material events to nationally recognized securities information repositories (NRMSIRs).
37. We have chosen to have the Department of Legislative Audit prepare our Notes to the Financial Statements, the Schedule of Municipality Contributions and the Schedule of the Municipality's Proportionate Share of Net Pension Asset and assist in the recording of capital assets and preparing the annual report. We accept responsibility for all these items.

To the best of our knowledge and belief, no events, including instances of noncompliance, have occurred subsequent to the balance sheet date and through the date of this letter that would require adjustment to or disclosure in the aforementioned financial statements or in the schedule of findings.

Mayor

Finance Officer



427 SOUTH CHAPELLE
C/O 500 EAST CAPITOL
PIERRE SD 57501-5070
(605) 773-3595

MARTIN L. GUINDON, CPA
AUDITOR GENERAL

September 16, 2019

Municipality of Deadwood
102 Sherman Street
Deadwood, South Dakota 57732

In planning and performing our audit of the financial statements of the Municipality of Deadwood (Municipality) as of December 31, 2018 and for the year then ended, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, we considered Municipality's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Municipality's internal control. Accordingly, we do not express an opinion on the effectiveness of the Municipality's internal control.

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

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

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

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

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

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

None Disclosed.

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

1. The annual report contained some classification and accrual type errors that were adjusted. We recommend care be taken when preparing the annual financial report and recording accrual transactions.
2. Transfers are recorded between the BID Funds and General Fund, and the Parking and Transportation Fund and General Fund, for administrative and other services but are not tied to a specific expenditure. We recommend that these transfers be considered operating transfer in and out and budgeted as such and then approved by the Commission to be consistent with the way the transfer for the impact of gaming are recorded.
3. A policy has not been established by the Commission as to what procedures should be followed for the collection of unpaid parking fines and at what point they should be written off. We recommend a policy be established setting forth the effort that should be exercised in the collection of unpaid parking tickets and when the unpaid ticket should be written off as uncollectible and removed from the accounting records.

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

None Disclosed

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

1. The Municipality incurred expenditures in excess of appropriations contrary to SDCL 9-21-25. We recommend that the Municipality refrain from incurring any expenditure in excess of the amount appropriated as required by SDCL 9-21-25.
2. The 2018 annual report was not filed with the Department of Legislative Audit by May 31, 2019 as required by SDCL 9-22-21. We recommend the annual report be filed with the Department of Legislative Audit by May 31 of the following year as required by SDCL 9-22-21.
3. The annual salary publication did not list all the potential compensation employees could receive. We recommend a brief statement be included with the annual publication indicating what additional compensation can be earned and what positions the additional pay applies to.

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

This communication is intended solely for the information and use of the South Dakota Legislature, state granting agencies, and the governing board and management of the Municipality of Deadwood and is not intended to be and should not be used by anyone other than these specified parties. However, as required by South Dakota Codified Law 4-11-11 this report is matter of public record and its distribution is not limited.

If you have any questions, please contact me.

Sincerely,

Allen L Schaefer

Allen L Schaefer
Auditor-in-Charge

Mayor's Proclamation

WHEREAS, childhood cancer is the leading cause of death by disease in children, and;

WHEREAS, 1 in 285 children in the United States will be diagnosed by their 20th birthday, and;

WHEREAS, 43 children per day or 15,780 children are diagnosed with cancer annually in the U.S., and;

WHEREAS, there are approximately 40,000 children on active treatment at any given time, and;

WHEREAS, 80% of childhood cancer patients are diagnosed late and with metastatic disease, and;

WHEREAS, on average there's been a 0.6 percent increase in incidence per year since the mid 1970's resulting in an overall incidence increase of 24 percent over the last 40 years, and;

WHEREAS, two-thirds of childhood cancer patients will have chronic health conditions as a result of their treatment toxicity, with one quarter being classified as severe to life-threatening, and;

WHEREAS, approximately one half of childhood cancer families rate the associated financial toxicity due to out-of-pocket expenses as considerable to severe, and;

WHEREAS, in the last 20 years only four new drugs have been approved by the FDA to specifically treat childhood cancer, and;

WHEREAS, hundreds of non-profit organizations at the local and national level are helping children with cancer and their families cope through educational, emotional and financial support, and;

WHEREAS, researchers and healthcare professional work diligently dedicating their expertise to treat and cure children with cancer, and;

WHEREAS, too many children are affected by this deadly disease and more must be done to raise awareness and find a cure.

NOW THEREFORE, I, Mayor David Ruth Jr., on behalf of the City of Deadwood, do hereby proclaim September 2019 as

CHILDHOOD CANCER AWARENESS MONTH

and proclaim September 23, 2019 as

GO GOLD FOR CHILDHOOD CANCER DAY

and urge all citizens to support this cause that so deeply impacts families in every community across our country.



Mayor David Ruth Jr.

Door Counts

	2016	2017			2018			2019		
	HIC	HIC	WC	TOTAL	HIC	WC	TOTAL	HIC	WC	TOTAL
January		304	0	304	461	1,664	2,125	483	1,725	2,208
February		490	0	490	415	1,530	1,945	317	1,013	1,330
March		1,064	0	1,064	900	2,945	3,845	802	2,613	3,415
April	1,669	1,325	0	1,325	1,081	3,632	4,713	1,218	3,742	4,960
May	5,582	4,111	0	4,111	4,297	8,934	13,231	2,697	8,747	11,444
June	11,343	9,924	0	9,924	9,067	21,479	30,546	7,278	27,267	34,545
July	12,550	10,465	0	10,465	10,543	26,372	36,915	12,560	31,369	43,929
August	8,537	7,653	21,547	29,200	7,011	22,710	29,721	9,227	25,900	35,127
September	7,080	7,770	13,997	21,767	6,428	16,961	23,389			0
October	3,550	3,049	6,123	9,172	2,302	5,528	7,830			0
November	821	1,412	2,360	3,772	739	1,543	2,282			0
December	413	751	1,987	2,738	587	1,898	2,485			0
Totals	51,545	48,318	46,014	94,332	43,831	115,196	159,027	34,582	102,376	136,958

5E

DEADWOOD DICK'S HOTEL
51 SHERMAN ST
DEADWOOD SD 57732-1315

CUSTOMER#: 652
INVOICE#: 201903083929
INVOICE DATE: 3/08/2019
DUE DATE : UPON RECEIPT

===== CHARGE DETAIL =====

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
SIDEWALK SNOW REMOVAL	N/A		N/A	43.25

2/21/19 SIDEWALK SNOW REMOVAL 51 SHERMAN STREET

2 MEN 1/2 HOUR MINIMUM - \$71.50

1 BAG OF SALT - \$15.00

(DONE AT THE SAME TIME AS 57 SHERMAN ST, SPLIT 50/50)

DEADWOOD DICK'S HOTEL

01-652

INVOICE#: 201903083929

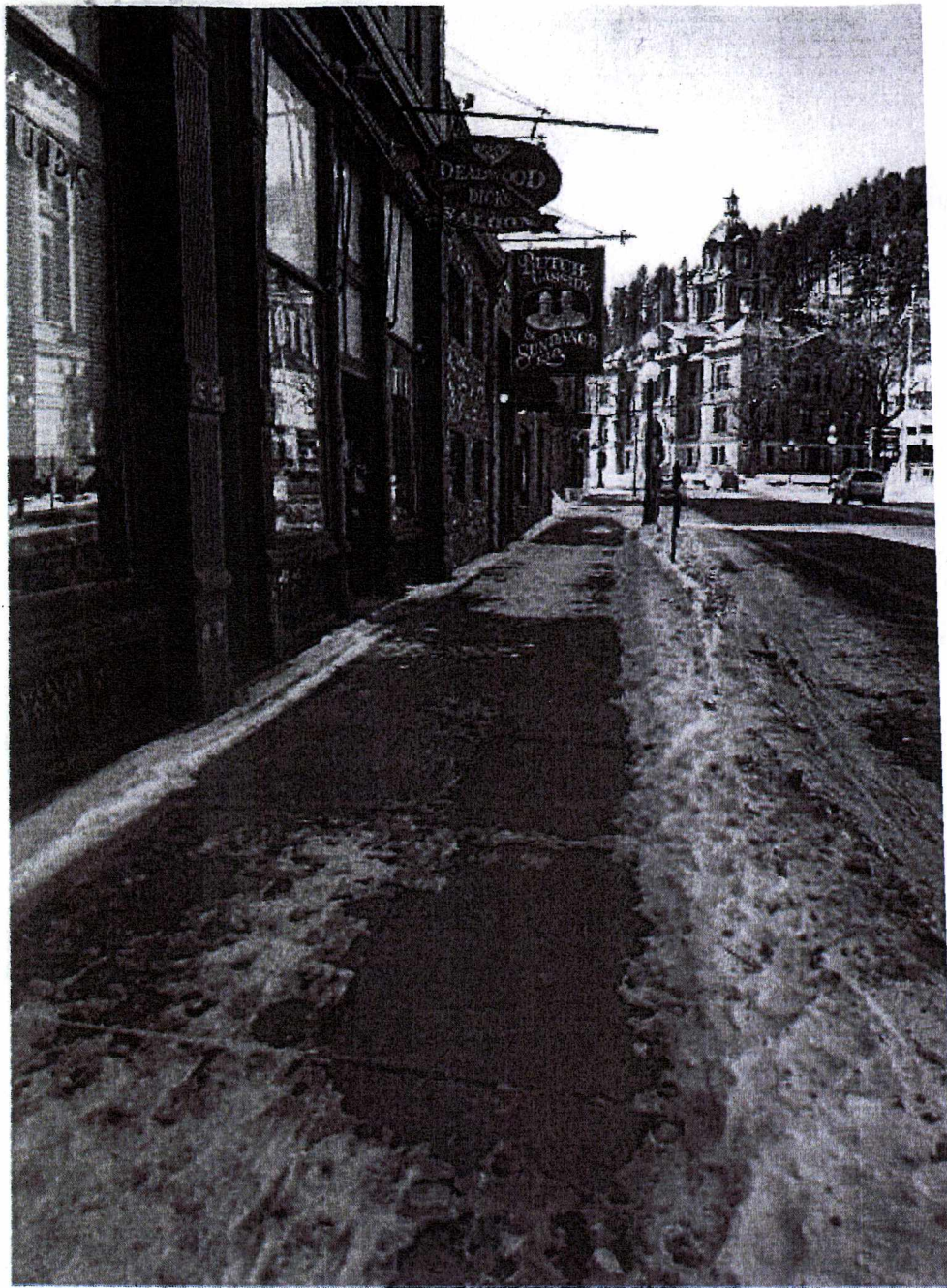
TOTAL DUE : \$ 43.25

PLEASE REMIT BOTTOM PORTION WITH YOUR PAYMENT TO CITY OF DEADWOOD
102 SHERMAN STREET, DEADWOOD SD 57732

THANK YOU



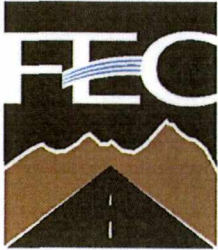




51 Sherman

57 Sherman

6A



- Civil Engineering
- Geospatial Solutions
- Water Resources
- Transportation
- Land Surveying

729 East Watertown St. Rapid City, SD 57701 ~ Phone: (605) 343-3311

AUTHORIZATION AND AGREEMENT FOR SERVICES

This Agreement represents the entire and integrated agreement between the CLIENT and the CONSULTANT covering services herein and supersedes any prior negotiations, representations, or agreements therefore, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and CONSULTANT. All services will be performed in accordance with the CONSULTANTS General Terms and Conditions attached hereto.

CLIENT INFORMATION:

Client Name: Deadwood - Historic Preservation Phone: 650-578-2082 FAX: 605-578-2084
Billing Address: 108 Sherman Street
City: Deadwood State: SD ZIP: 57732
Contact Person (if different than Client): Michael Runge Title: Archivist

PROJECT INFORMATION:

Project Name: Online Records Search
Project Location: Deadwood, SD
Legal Description: N/A

Description of Work: Develop an online records search as outlined in the attached proposal letter dated May 30, 2019.

Option 1. Develop an interface that will search existing data by name and email a summary list to City of Deadwood personnel. This does not include the ability for the user to pay and download documents.

Estimated Completion Date: December 31, 2019

BILLING ARRANGEMENTS:

An invoice will be sent upon completion of the work for a fixed-fee of \$12,795.00

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement as of the date and year noted.

SIGNATURES:

CLIENT (Person Responsible for Payment)

Date: _____

CONSULTANT (FERBER ENGINEERING COMPANY, INC.)

Date: 8/26/19

GENERAL TERMS AND CONDITIONS

1. Ferber Engineering Company, Inc., herein referred to as FEC, will bill the Client monthly with net payment due in thirty (30) days. Past due balances will be subject to a service charge at a rate of 1.5% per month. In addition, FEC may, after giving seven (7) days notice, suspend service under any agreement until the Client has paid in full all amounts due for services rendered and expenses incurred, including service charges for past due invoices.
2. The stated fees and scope of services constitute our best estimate of the fees and tasks required to perform the services as defined. This agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. FEC will promptly inform the Client in writing of such situations so that changes in this agreement can be renegotiated.
3. Costs and schedule commitments shall be subject to renegotiation for delays caused by the Client's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts or regulations of any governmental agency. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.
4. FEC will maintain insurance coverage for: Workers Compensation, General Liability, Professional Liability, and Automobile Liability. FEC will provide specific limits upon request. If the Client requires coverage's or limits in addition to those in effect as of the date of the agreement, the Client shall pay premiums for additional insurance.
5. The risk involved in this project, has been allocated such that Client agrees that FEC's total liability to Client for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this Agreement from any cause or causes, shall not exceed the greater of the total amount of our fee or our insurance coverage. Such causes include but are not limited to: design professional's negligent acts, errors or omissions, strict liability, breach of contract, or breach of implied or express warranty.
6. It is acknowledged by both parties that FEC's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event FEC or any other party encounters asbestos or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of FEC's services, FEC may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.
7. The Client agrees to provide such legal, accounting, and insurance counseling services as may be required for the project.
8. Termination of this agreement by the Client or FEC shall be effective upon seven (7) days written notice to the other party. The written notice shall include the reasons and details for termination. FEC will prepare a final invoice showing all charges incurred through the date of the termination. Payment is due as stated in Paragraph 1. If the Client violates any of the agreements entered into between FEC and the Client or if the Client fails to carry out any of the duties contained in these terms and conditions, Ferber may upon seven (7) days written notice, suspend services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of FEC.
9. All documents including Drawings and Specifications provided or furnished by FEC pursuant to this Agreement are instruments of service in respect of the Project and FEC shall retain an ownership therein. Reuse of any documents pertaining to this project by the Client on extensions of this project or on any other project shall be at the Client's risk. The Client agrees to defend, indemnify, and hold harmless FEC from all claims, damages, and expenses including attorney's fees arising out of such reuse of the documents by the Client or by others acting through the Client.
10. FEC will endeavor to provide all services in accordance with generally accepted professional practices. FEC will not provide or offer to provide services inconsistent with or contrary to such practices nor make any warranty or guarantee, expressed or implied, nor to have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, FEC will not accept those terms and conditions offered by the Client in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly accepted in

Effective Date – March 7, 2014



- Civil Engineering
- Geospatial Solutions
- Water Resources
- Transportation
- Land Surveying

728 East Watertown St., Rapid City, SD 57701 — Phone: (605) 343-3311

writing. Written acknowledgement of receipt of the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

11. FEC intends to serve as the Client's professional representative for those services as defined in this agreement and to provide advice and consultation to the Client as a professional. Any opinions of probable project cost, approvals, and other decisions made by FEC for the Client are rendered on the basis of experience and qualifications and represent FEC's professional judgment.
12. This agreement shall not be construed as giving FEC the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.



May 30, 2019

Mr. Michael Runge
City of Deadwood
108 Sherman Street
Deadwood, SD 57732
via email: michael.runge@cityofdeadwood.com

Re: Online Historical Records Search Interface

Dear Mike,

Thanks for taking the time to meet on May 10, 2019, to share your vision of an online historical records research tool. We appreciate the opportunity to put a proposal together for this work. The following summarizes much of what we spoke about:

What you have:

- A Microsoft Access DB with a table representing each index book you have in the archives (currently 23 books represented- you also have other records to incorporate eventually);

ID1	BOOK TITLE	BOOK NUMB	PAGE NUMB	DATE FILED
1	LAWRENCE COI 1	2		Oct. 04, 1879
2	LAWRENCE COI 1	3		Oct. 07, 1897
3	LAWRENCE COI 1	3		Oct. 07, 1879
4	LAWRENCE COI 1	4		Oct. 07, 1879
5	LAWRENCE COI 1	4		
6	LAWRENCE COI 1	5		Oct. 08, 1879
7	LAWRENCE COI 1	5		Oct. 08, 1879
8	LAWRENCE COI 1	5		Oct. 08, 1879
9	LAWRENCE COI 1	6		Oct. 08, 1879
10	LAWRENCE COI 1	6		Oct. 07, 1879
11	LAWRENCE COI 1	6		Oct. 09, 1879

- Scans of some of the index books in .pdf format. For instance, the table and row I have highlighted has a page in a .pdf representing the book and page of this record;
- We discussed the City utilizing Amazon Web Services (AWS) for your GIS infrastructure and that it would make sense to stage this in AWS as well;
- You also have PostgreSQL and SQLExpress available on the AWS instances.
- You have a price structure for document copies defined; and,
- The books are currently stored as one .pdf per book

Our Understanding of what You'd Like to do:

- You would like a user to be able to go to a webpage, search by a name and get a list of all of places that name shows up in the database you've built (the return list being a summary, like the Book Title, Book Number and Page Number). The primary seekers of this data are genealogists and historians performing historical research. You as the archivist for the City currently receive a lot of requests and must manually search each of these out. This would provide a place that users can get a summary list of the documents available, thereby saving a significant amount of staff time manually searching. Initially, you'd like the ability to have the list emailed to you (like a workorder) so you can have a starting point for pulling the information;
- Depending on cost, you would also like to build capability into the system so the user can look at the return list, pay, and download documents of interest that exist in digital form;
- Two books (Juvenile Court Records and Coroner Inquiries) must be closed to the public so differentiating between public and staff users is necessary; and,
- Staff need to see all the information stored in the database with the public only able to view the Book Title, Book Number and Page Number

We are proposing to work with Smart Software Solutions, Inc. located in Pierre, SD, to complete the above described work. They are a custom software solutions provider specializing in the development of web-based systems. We would serve as the prime contractor and they the subcontractor. We will not mark up their services but have added some hours for us to help facilitate the use of your existing infrastructure (AWS, Postgres, etc.) and any other integration that might be necessary.

Two proposal options have been prepared with the following associated costs (attached for reference):

1. Develop an interface that will search existing data by name and email a summary list to City of Deadwood personnel - \$12,795.00
2. Develop the capability described in option 1 **plus** add the ability for the user to pay and download documents that are available - \$20,900.00

The above-described work assumes that the City of Deadwood will be providing the infrastructure necessary to host the web interface developed (via existing AWS and Postgres/SQL framework).

If you wish to pursue this work, please let us know and we will prepare a short-form agreement reflecting the proposal option you have chosen.

Thank you for the opportunity to provide this proposal for professional technical services. If you have any questions, comments or believe that any of the assumptions we have made should be modified please call 605-343-3311.

Sincerely,
Ferber Engineering Company, Inc.



Linda M. Foster, PLS, GISP
Senior Project Manager

Enclosures: as noted

Smart Software Solutions, Inc

108 S Pierre St

Pierre, SD 57501

<http://www.smartsoftwareinc.com>

**Search Only -
No Payment
Processing
Option**



Digital Record Search

Estimated 05/24/2019

Prepared by: Michael Ward

Deliverable	Goal of Deliverable	Delivery	Hours	Cost
Development Deliverables				
System Design	Work with client to design system interface and use cases	06/20/2019	29 \$	2,345
System Implementation	Develop system based on design specifications	07/09/2019	106 \$	8,530
Total			135 \$	10,875

Development Terms

Development Start		06/17/2019
Development End		07/09/2019
Hours per Day	Based on 40 hours per week and 5 working days	8 hours
Development Rate		\$ 85
Administration Rate		\$ 85
Quality Assurance Rate		\$ 55
Unit Testing Rate		\$ 55

Smart Software Solutions, Inc

108 S Pierre St

Pierre, SD 57501

<http://www.smartsoftwareinc.com>



System Design

Estimated 05/24/2019

Prepared by: Michael Ward

Task	Notes	Hours
1.1 - System Design		20
1.1.1 - Use Cases	Work with client to develop use cases for user interactions with the system	8
1.1.2 - Interface Design	Work with client and graphic designer to create mockups of important screens to create look and feel guidelines	12
Sub-total		20
Standard Line Items		9
1.0.1 - Administration	Includes project planning, team collaboration, and client communication. Estimated at 25.00% development total.	5
1.0.2 - Quality Assurance	Testing of software development before delivery. Estimated at 10.00% development total.	2
1.0.3 - Unit Testing	Development of unit tests to ensure consistent performance of functionality. Estimated at 10.00% development total.	2
Deliverable Total		29
Overall Deliverable Cost		
Development	x \$85.00 / hour	\$ 1,700
Administration	x \$85.00 / hour	\$ 425
Quality Assurance	x \$55.00 / hour	\$ 110
Unit Testing	x \$55.00 / hour	\$ 110
		\$ 2,345

Smart Software Solutions, Inc

108 S Pierre St

Pierre, SD 57501

<http://www.smartsoftwareinc.com>



System Implementation

Estimated 05/24/2019

Prepared by: Michael Ward

Task	Notes	Hours
2.1 - Environment Setup		8
2.1.1 - Development Environment	Set up development environment	8
2.2 - Record Management		52
2.2.1 - Record Add/Edit	Functionality for admin users to add/edit records	16
2.2.2 - Record Search	Functionality for users to search records and retrieve document names and page numbers	12
2.2.3 - Work Order Submission	Functionality for users to submit a collection of search results as a work order	8
2.2.4 - Work Order Processing	Functionality for users with permission to retrieve submitted work orders and send responses	16
2.3 - User Management		12
2.3.1 - User Add/Edit	Functionality to add/edit/disable user accounts for access to records and manage user permissions	12
Sub-total		72
Standard Line Items		34
2.0.1 - Administration	Includes project planning, team collaboration, and client communication. Estimated at 25.00% development total.	18
2.0.2 - Quality Assurance	Testing of software development before delivery. Estimated at 10.00% development total.	8
2.0.3 - Unit Testing	Development of unit tests to ensure consistent performance of functionality. Estimated at 10.00% development total.	8
Deliverable Total		106
Overall Deliverable Cost		
Development	x \$85.00 / hour	\$ 6,120
Administration	x \$85.00 / hour	\$ 1,530
Quality Assurance	x \$55.00 / hour	\$ 440
Unit Testing	x \$55.00 / hour	\$ 440
		\$ 8,530

Smart Software Solutions, Inc

108 S Pierre St

Pierre, SD 57501

<http://www.smartsoftwareinc.com>**Search and
Payment
Processing
Option****Digital Record Search**

Estimated 05/24/2019

Prepared by: Michael Ward

Deliverable	Goal of Deliverable	Delivery	Hours	Cost
Development Deliverables				
System Design	Work with client to design system interface and use cases	06/24/2019	41 \$	3,305
System Implementation	Develop system based on design specifications	07/11/2019	106 \$	8,530
Payment Processing	Functionality for users to pay for and download purchased document pages	07/25/2019	77 \$	6,185
Total			224 \$	18,020

Development Terms

Development Start		06/17/2019
Development End		07/25/2019
Hours per Day	Based on 40 hours per week and 5 working days	8 hours
Development Rate		\$ 85
Administration Rate		\$ 85
Quality Assurance Rate		\$ 55
Unit Testing Rate		\$ 55

Smart Software Solutions, Inc

108 S Pierre St

Pierre, SD 57501

<http://www.smartsoftwareinc.com>



System Design

Estimated 05/24/2019

Prepared by: Michael Ward

Task	Notes	Hours
1.1 - System Design		28
1.1.1 - Use Cases	Work with client to develop use cases for user interactions with the system	12
1.1.2 - Interface Design	Work with client and graphic designer to create mockups of important screens to create look and feel guidelines	16
Sub-total		28
Standard Line Items		13
1.0.1 - Administration	Includes project planning, team collaboration, and client communication. Estimated at 25.00% development total.	7
1.0.2 - Quality Assurance	Testing of software development before delivery. Estimated at 10.00% development total.	3
1.0.3 - Unit Testing	Development of unit tests to ensure consistent performance of functionality. Estimated at 10.00% development total.	3
Deliverable Total		41
Overall Deliverable Cost		
Development	x \$85.00 / hour	\$ 2,380
Administration	x \$85.00 / hour	\$ 595
Quality Assurance	x \$55.00 / hour	\$ 165
Unit Testing	x \$55.00 / hour	\$ 165
		\$ 3,305

Smart Software Solutions, Inc

108 S Pierre St

Pierre, SD 57501

<http://www.smartsoftwareinc.com>



System Implementation

Estimated 05/24/2019

Prepared by: Michael Ward

Task	Notes	Hours
2.1 - Environment Setup		8
2.1.1 - Development Environment	Set up development environment	8
2.2 - Record Management		52
2.2.1 - Record Add/Edit	Functionality for admin users to add/edit records	16
2.2.2 - Record Search	Functionality for users to search records and retrieve document names and page numbers	12
2.2.3 - Work Order Submission	Functionality for users to submit a collection of search results as a work order	8
2.2.4 - Work Order Processing	Functionality for users with permission to retrieve submitted work orders and send responses	16
2.3 - User Management		12
2.3.1 - User Add/Edit	Functionality to add/edit/disable user accounts for access to records and manage user permissions	12
Sub-total		72
Standard Line Items		34
2.0.1 - Administration	Includes project planning, team collaboration, and client communication. Estimated at 25.00% development total.	18
2.0.2 - Quality Assurance	Testing of software development before delivery. Estimated at 10.00% development total.	8
2.0.3 - Unit Testing	Development of unit tests to ensure consistent performance of functionality. Estimated at 10.00% development total.	8
Deliverable Total		106
Overall Deliverable Cost		
Development	x \$85.00 / hour	\$ 6,120
Administration	x \$85.00 / hour	\$ 1,530
Quality Assurance	x \$55.00 / hour	\$ 440
Unit Testing	x \$55.00 / hour	\$ 440
		\$ 8,530

Smart Software Solutions, Inc

108 S Pierre St

Pierre, SD 57501

<http://www.smartsoftwareinc.com>



Payment Processing

Estimated 05/24/2019

Prepared by: Michael Ward

Task	Notes	Hours
3.1 - Payment Processing		52
3.1.1 - Page Extraction	Functionality to extract specific pages from source PDF documents	20
3.1.2 - Document Purchase	Functionality to process payments for documents	20
3.1.3 - Document Download	Functionality to download purchased documents once extraction is complete	12
Sub-total		52
Standard Line Items		25
3.0.1 - Administration	Includes project planning, team collaboration, and client communication. Estimated at 25.00% development total.	13
3.0.2 - Quality Assurance	Testing of software development before delivery. Estimated at 10.00% development total.	6
3.0.3 - Unit Testing	Development of unit tests to ensure consistent performance of functionality. Estimated at 10.00% development total.	6
Deliverable Total		77
Overall Deliverable Cost		
Development	x \$85.00 / hour	\$ 4,420
Administration	x \$85.00 / hour	\$ 1,105
Quality Assurance	x \$55.00 / hour	\$ 330
Unit Testing	x \$55.00 / hour	\$ 330
		\$ 6,185

601

AGREEMENT TO SHARE PUBLIC SAFETY RESOURCES

This agreement is entered into as of the dates written below by and between Lawrence County (hereinafter the "County") and the City of Deadwood (hereinafter the "City"). Both the County and the City may be generally referred to hereinafter as "Entities" of the Agreement.

RECITALS

WHEREAS, the County is responsible for the operation of emergency 911 communications, public safety operations, and law enforcement services within the County and the City.

WHEREAS, the County intends to purchase software to improve its own public safety operations throughout the County, including the City, and for those other agencies dispatched by the 911 Communications Center to improve the efficiency and efficacy of public safety operations throughout the County and the City.

WHEREAS, the City is responsible for providing certain law enforcement services, fire services, and emergency medical services for their citizens which are dispatched through the County's 911 communications.

WHEREAS, SDCL Ch. 1-24, authorizes one or more public agencies to enter into a cooperative agreement for a joint project or purpose.

WHEREAS, the County and City have determined that it is in their best interests to enter into a cooperative agreement and to utilize a common public safety records management system (RMS), computer-aided dispatch (CAD), jail management system (JMS), and mobile system (hereinafter Public Safety Software System "System").

WHEREAS, the County, as the owner of the software and related equipment, shall be the lead administrator under this agreement.

NOW THEREFORE BE IT RESOLVED that in furtherance of these common goals and objectives that the County and City mutually agree as follows.

1. PURPOSE

The purpose of this Agreement is to share certain public safety operations resources by and between the County and City. These resources include public safety hardware, software and other support services. This cooperative agreement is intended to benefit the citizens of the County as well as the City by improving efficiency of public safety operations and standardizing data among the County and City.

2. GENERAL OBJECTIVES

The County currently operates the System for the use and benefit of its supported agencies. It is the intent of the County and City to reduce their costs and increase system efficiency and efficacy by sharing these resources. The County and City have identified and agreed to the selection of Central Square Technologies as the System's software vendor.

3. TERM

The initial term of the Agreement shall begin on the date executed by the County and City below and shall continue until December 31st. Upon expiration of the initial term, the Agreement shall automatically renew for one (1) year terms beginning on January 1st of each year and continue through December 31st of each year (fiscal year) unless and until terminated by the County and City or as otherwise provided in this Agreement.

4. COSTS

The County will purchase the System, software licenses and incur all initial costs required for the City to utilize the System fully. All other costs will be determined as set out below.

- A. The County and City agree to pay the System's annual maintenance costs (Maintenance Fees) associated with their own respected software licenses and use of the System. The Maintenance Fees will be calculated using the methodology below. See Attachment A for cost details.

The initial Maintenance Fee calculation methodology is as follows:

- (1) If an item is attributed specifically to the County or the City in the original Central Square Technologies quote, the maintenance will be charged to the Entity (i.e. CAD or mobile).
 - (2) If an item is a shared item (i.e. records and servers), the maintenance will be split and charged according to Central Square Technologies' determination of fees. (Attachment A)
 - (3) City-specific items will be added to the Core/Shared costs of the County to determine the annual Maintenance Fee for each year.
- B. After the initial purchase, additional features, data conversion, training, and custom development will be at the individual Entity's expense. Costs for shared items will be split at an agreed-upon percentage at the time of procurement. If there is an annual maintenance fee associated with the additional item, it will be added to the requesting Entity or to be shared, depending on how the purchase was divided.
- C. The County and City agree to pay the of any additional third-party software licenses which may be necessary for the entities use of the System.

5. ENTITY RESPONSIBILITIES

The responsibilities of the County and City are as follows.

A. County Responsibilities

- 1. The County will act as the Lead Agency and Administrator under this Agreement.
- 2. The County will purchase the initial System for use by the City.
- 3. The County agrees to provide the initial software licenses required for the City's use of the System based upon the City's current System usage requirement at the County's expense. The County agrees to procure the CommSys (NCIC) software licenses for the City's use and the System. The County will invoice the City at the time of purchase and each subsequent year for annual maintenance when it is due.
- 4. The County agrees to purchase data conversion services from Central Square Technologies for existing County records data from their current records management system (RMS).
- 5. The County agrees to purchase initial System training provided by Central Square Technologies to the City.
- 6. The County, through its Information Systems & Technology Department (IST), will house the System servers provided by Central Square Technologies as part of the System.

7. The County, through its IST, will work with the City to ensure connection to the System and that it is both accessible and reliable.
8. The County, through its IST, will work with Central Square Technologies or other software vendor to ensure best practices are implemented with respect to security, storage, and data backups on the System.
9. The County, through its IST, will not be responsible for maintaining the City's hardware, individual workstations or transmission connectivity to the System.
10. The County, through its GIS Department, will provide and maintain the necessary mapping data for the System.
11. The County, will pay Central Square Technologies the full Maintenance Fees incurred each year for both the County and the City.

B. City Responsibilities

1. The City shall appoint a Project Coordinator who will serve as the point of contact with the County, Central Square Technologies or any other applicable software vendor.
2. The City agrees to coordinate the deployment and implementation of the System for their City including participation in all phases of System testing and final acceptance of the System.
3. The City shall provide annual Maintenance Fees to the County within 30-days of invoicing or as otherwise agreed upon between the entities.
4. The City agrees, as it deems necessary, to purchase data conversion services from Central Square Technologies for existing City records data from their current records management system (RMS). The City will also purchase, as it deems necessary, data conversion services for past City RMS systems. Transfer of records from another software system to Central Square Technologies must be provided at the Entity's expense.
5. The City is responsible for the purchase of any additional software licenses necessary to operate the System for the City after the initial setup of the System.
6. The City is responsible for maintaining the City's data on the System at the City's expense.
7. The City is responsible for providing the hardware, hardware replacements, communication lines and staff necessary for the City's use of the System at the City's expense.
8. The City agrees to cooperate with the County's IST to ensure connection to the System is accessible and reliable.

6. BUDGET

The County and City operate on a fiscal year budget (January – December). The County shall submit estimated Maintenance Fees for the upcoming fiscal year to the City by no later than May 15th of each fiscal year. The City shall notify the County whether or not it intends to budget for said Maintenance Fees no later than June 15th of each fiscal year. If the City determines that they do not wish to budget or pay Maintenance Fees, it may terminate this Agreement as otherwise provided in this Agreement.

7. PROPERTY

The System requires certain hardware, equipment and support. The duties and responsibilities of the County and City concerning hardware, equipment and support are provided below.

A. Existing Hardware

Equipment currently owned by either the City or County will be the property and responsibility of that Entity.

B. New Hardware

Central Square Technologies will provide the servers necessary for the System. They will advise and replace them as necessary. The County and City will be independently responsible for maintenance and regular replacement of their own networking hardware necessary to maintain connectivity to the System. Costs of this will be the responsibility of the individual Entity.

C. Workstations / PC's / Mobile Data Computers / Similar Components

Costs of these items will be the responsibility of each Entity individually.

D. Ownership

Any software, hardware or equipment purchased for the operation of the System by an Entity shall be and continue to be the property of the Purchasing Entity.

8. DATA ACCESS, RELEASE, AND PRIVACY

The County and City agree that each will continue to be the responsible authority for the data created by each of them. Nothing in this Agreement shall result in any change of responsibilities for data practices, requests, access procedures, and compliance responsibilities for either the County or City. Both the County and City agree that the originator of the data continues to own the data and will retain all responsibilities attendant to the creation, disposition and maintenance of such data. All requests for the release of or access to such data will be forwarded to the originating Entity.

9. PREVIOUS AGREEMENTS

The County and City acknowledge that they may have previously entered into agreements concerning other facets of law enforcement and the provision of emergency services. These agreements shall continue in full force and effect and nothing contained herein shall be construed to amend or supersede said agreements unless specifically and irreconcilably contrary to the provisions of this Agreement.

10. TERMINATION

An Entity may terminate its participation in this Agreement by providing written notice to the other Entity by no later than September 30th of the current fiscal year. The written notice shall provide that the Entity's participation in the Agreement will terminate December 31st of the current fiscal year.

If either Entity should fail to perform any of its obligations under this Agreement, the other Entity may terminate the participation of the defaulting Entity by giving ninety (90) days written notice to the defaulting Entity. The notice shall specify the default claimed and the conditions necessary to cure the Entity's default. Notice shall be sent to the Entity's principal mailing address by certified mail. The termination of this Agreement shall not relieve any party to the Agreement of any obligation or liability arising due to the term of the Agreement, except as may be agreed to the Entities executing this Agreement.

In the event of a breach of this Agreement, it shall not be considered to affect any remaining terms or conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.

The County and City agree that because of the unique and indispensable nature of the services jointly provided by this Agreement that termination will not result in the disruption of emergency services.

11. DIVISION OF PROPERTY

In the event of termination of this Agreement, the terms stated above control the ownership and division of property including any and all attachments for newly purchased property. An Entity may waive its rights to the property.

Further, in the event of the termination of this Agreement, any data for which the city is the responsible authority is theirs to do with as the City deems appropriate. However, the City is responsible for any and all such costs incurred in the export of data from the system, or conversion of that data for use in another application. Those costs could include, but are not limited to, assistance from the existing solution provider, a new solution provider, the County IST, media for data transfer, etc.

12. LIABILITY AND INDEMNIFICATION

The County and City shall be solely responsible for the payment of salaries, wages, or other compensation for their personnel performing services under this Agreement. Neither the County or City shall be liable for compensation to an employee of the other for injury or sickness arising out of his/her employment, and the County and City agree to indemnify, defend and hold each other harmless from any such claim. Neither the City or County, their officers or their employees shall assume any liability for the intentional or negligent acts of the other party, its officers or employees, and the Entity agree to indemnify, defend and hold each other harmless including their officers and employees against any such claim.

13. RELATIONSHIP OF THE PARTIES

No separate entity is created by this Agreement. The County shall perform the services hereunder as an independent contractor and not as an agent or employee of the City. All policy, regulation and other matters pertaining to the operation of the System are to be determined solely by the County.

14. FURTHER ASSURANCES

The County and City agree to execute such other documents and perform such other acts as may be reasonably necessary to carry out the purposes of this Agreement.

15. ATTACHMENTS

All attachments to this Agreement shall be signed and dated by authorized representatives of the Entities if necessary.

16. SIGNATURES OF THE PARTIES

The undersigned parties have caused this instrument to be executed by their duly authorized representatives on the signature pages below.

CITY OF DEADWOOD SIGNATURE PAGE

EXECUTED AS OF THIS _____ DAY OF _____, 2019

By: _____

Mayor of Deadwood

Attest: _____

Finance Officer

LAWRENCE COUNTY SIGNATURE PAGE

EXECUTED AS OF THIS _____ DAY OF _____, 2019

By: _____

Board Chairman

Attest: _____

Lawrence County Auditor

AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
ALBERTSON ENGINEERING, INC. REGARDING
ASSESSMENT OF WHITEWOOD CREEK

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and ALBERTSON ENGINEERING, INC. with its principal place of business located at 4514 Lookout Mountain, Rapid City, SD 57702, hereinafter referred to as "ALBERTSON;"

WHEREAS, ALBERTSON has agreed to perform specific tasks concerning the assessment of Whitewood Creek following the July 4, 2019 storm for damage; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions for which ALBERTSON shall perform the assessment of Whitewood Creek; and

WHEREAS, the CITY has accepted the proposal from ALBERTSON for an amount not to exceed Eighteen Thousand Six Hundred Seventy and 00/100 Dollars (\$18,670.00); and

WHEREAS, the CITY has accepted the proposal from ALBERTSON, attached hereto as Exhibit A, and based upon the representations made above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. ALBERTSON shall conduct site visits as necessary;
3. ALBERTSON shall drill (1) Standard Penetration Test (SPT) boring on the high side of the east bank at Site #3;
4. ALBERTSON shall drill (1) SPT boring in the parking lot near the failed creek bank along Site #6;
5. ALBERTSON shall prepare an Assessment Report for the City of Deadwood of Site #3 and Site #6;

6. ALBERTSON agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of ALBERTSON in connection with Agreement or services performed or materials provided pursuant to this Agreement.

Dated this ____ day of _____, 2019.

CITY OF DEADWOOD

By: _____
David R. Ruth, Jr., Mayor

ATTEST:

Jessica McKeown
City Finance Officer

Dated this ____ day of _____, 2019.

ALBERTSON ENGINEERING, INC.

By: _____
Jared D. Schippers
Its: Principal

State of _____)
County of _____) SS

On this ____ day of _____, 2019, before me, the undersigned officer, personally appeared Jared D. Schippers, the Principal of Albertson Engineering, Inc., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public
My Commission Expires:

6 N

AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
KTM DESIGN SOLUTIONS, INC.
REPAIR SANITARY SEWER SERVICE - 227 WILLIAMS

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and KTM DESIGN SOLUTIONS, INC., with its principal place of business located at 528 Kansas City Street, Suite 1, Rapid City, SD 57701, hereinafter referred to as "CONTRACTOR;"

WHEREAS, CONTRACTOR has agreed to furnish all necessary labor, tools, materials, and equipment to complete in detail, the design and bidding services of the sanitary sewer service at 227 Williams, Deadwood, SD in strict accordance with the Contract Documents; and,

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

WHEREAS, the CITY has accepted the bid proposal from CONTRACTOR and provides compensation in an amount of Nine Thousand Four Hundred Forty Dollars and no/100s Dollars (\$9,440.00) for the services set forth above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CONTRACTOR shall provide investigative, design, and bidding services as required for this project;
3. CONTRACTOR shall develop two (2) standard submittals (65% and 100%) for City and Owner to review and approve. Submittals will be electronic and include 11" x 17" plans and associated Project Manual;

4. CONTRACTOR shall develop plans for a sanitary sewer wet well system that will be pumped to an existing gravity manhole at Williams Street and Spring Creek Road;
5. The contract document consists of this Agreement, general conditions of the contract for construction, drawings, specifications, other documents listed in this Agreement and modifications issued after execution of this Agreement, all of which form the contract, and are as fully as part of the contract as if attached to this Agreement or repeated herein. The contract represents the entire and integrated Agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral;
6. CONTRACTOR shall fully execute the work described in the contract documents;
7. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract;
8. CONTRACTOR shall comply with the following miscellaneous provisions:
 - a. All plans shall be done in a professional workmanlike manner;
 - b. All plans will be subject to final review by Deadwood Public Works Director and Historic Preservation Officer before acceptance;
 - c. All plans to be completed in accordance with existing building codes;
 - d. Any changes or additional work must be provided in writing by the parties prior to any changes being made;
 - e. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect from any claims or damages arising out of or in conjunction with the work contemplated herein; and performed or materials provided pursuant to this Agreement.
9. CONTRACTOR agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.

Dated this ____ day of _____, 2019.

CITY OF DEADWOOD

By: _____
David R. Ruth, Jr., Mayor

ATTEST:

Jessica McKeown
City Finance Officer

Dated this ____ day of _____, 2019.

KTM DESIGN SOLUTIONS, INC.

By: _____
Michael Towey, Acting President

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2019, before me, the undersigned officer, personally appeared Michael Towey, the President of KTM Design Solutions, Inc. and acknowledged that he executed the same for the purposes therein contained.

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

Notary Public
My Commission Expires: _____

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
R.C.S. CONSTRUCTION, INC. RE: 291 WILLIAMS STREET RETAINING WALLS**

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

WHEREAS, CONTRACTOR has agreed to furnish all necessary labor, tools, materials, and equipment to complete in all detail, the reconstruction of the retaining wall located at 291 Williams Street in strict accordance with the Contract Documents, as defined herein, within the time set forth herein; and,

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

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

WHEREAS, the CITY has accepted the bid proposal from CONTRACTOR and provides compensation in an amount of One Hundred Ninety Five Thousand Eight Hundred and 00/100 Dollars (\$195,800.00), for the services set forth above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;

2. CONTRACTOR shall provide Reconstruction of the Retaining Wall located at 291 Williams Street;
3. CONTRACTOR shall be responsible for all applicable permitting;
4. CONTRACTOR shall limit use of premises to work in areas indicated and not disturb portions of site beyond areas in which the work is indicated;
5. CONTRACTOR shall keep driveway and entrances serving the premises clear and available to adjacent Owner, Owner's employees and emergency vehicles at all times and will not use these areas for parking or storage of materials;
6. CONTRACTOR shall provide access to all streets at all times and use traffic control as required;
7. CONTRACTOR shall be responsible for locating all overhead and underground utilities in the project area and taking all necessary precautions to prevent damaging all utilities;
8. CONTRACTOR shall be responsible for any damages to any utilities caused by his/her project operations;
9. CONTRACTOR shall take care during excavation and construction as to not damage the existing garage and other items to be reset or remain, any damage shall be restored to match existing at the cost of the CONTRACTOR;
10. Requirements for Performance Bonds, bid bonds, payment schedule, change order documentation and approval are responsibility of OWNER with assistance from the CITY. Construction to be completed within 90 days of Notice of Proceed. Liquidated damages in the amount of \$100.00/day will be assessed for each day past the 90 day limit in which construction is not completed.
11. CONTRACTOR shall salvage existing stone removed during construction, all existing stone not reinstalled shall be neatly stockpiled on site for CITY to pick up and take to their salvage yard;
12. CONTRACTOR shall replace all damaged turf with sod.
13. All replaced sidewalk shall be 4" minimum depth with #4 rebar at 18" c.c. centered in slab.
14. All new stone veneer shall be supplied by CITY within 10 miles of Deadwood. CONTRACTOR responsible for delivering and installing veneer with appearance matching the lower tier existing wall to remain.

15. The Contract Documents consist of this Agreement, general conditions of the contract for construction, drawings, specifications, other documents listed in this Agreement and modifications issued after execution of this Agreement, all of which form the contract, and are as fully as part of the contract as if attached to this Agreement or repeated herein. The Contract Documents represent the entire and integrated Agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral;
16. CONTRACTOR shall fully execute the work described in the Contract Documents;
17. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract, the general conditions of the contract for construction to satisfy other requirements, if any, which extend beyond final payment and the final certificate for payment has been issued by ARCHITECT;
18. CONTRACTOR shall pay the sum of \$100 per day for each day that the project is not completed beyond the project completion date as specified in the plans and specifications, and shall be deducted from any monies due to CONTRACTOR as liquidated damages as indicated in Notice to Bidders;
19. CONTRACTOR shall abide by all bonding requirements set forth in the Contract Documents;
20. CONTRACTOR shall comply with the following miscellaneous provisions:
 - a. Properly sign the area to prevent any injuries to persons or property and to warn and keep people from entering the work area at all times while work is underway;
 - b. All work shall be done in a professional workmanlike manner;
 - c. All work will be subject to final inspection by Deadwood Public Works Director before acceptance;
 - d. All work is to be completed in accordance with existing building codes;
 - e. Any changes or additional work must be provided in writing by the parties prior to any changes being made;
 - f. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect them from any claims or damages arising out of or in conjunction with the work contemplated herein; and
 - g. Contractor agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any

negligent act, error or omission of CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.

21. OWNER agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of OWNER in connection with Agreement or services performed or materials provided pursuant to this Agreement.

Dated this ____ day of _____, 2019.

CITY OF DEADWOOD

By: __ Dave R. Ruth, Jr., Mayor

ATTEST:

Jessica McKeown
City Finance Officer

Dated this ____ day of _____, 2019

OWNER:

State of South Dakota

County of _____

)
) SS
)

On this day of _____, 2019, before me, the undersigned officer, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public

My Commission Expires: _____

6P

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
R.C.S. CONSTRUCTION, INC. RE: 562 WILLIAMS STREET RETAINING WALL**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," Jill and Todd Weber, 562 Williams Street, Deadwood, South Dakota 57732, hereinafter referred to as "OWNER", and R.C.S. CONSTRUCTION, INC., with its principal place of business located at 1314 Fountain Plaza Dr., Rapid City, SD 57702, hereinafter referred to as "CONTRACTOR;"

WHEREAS, CONTRACTOR has agreed to furnish all necessary labor, tools, materials, and equipment to complete in all detail, the reconstruction of the retaining wall located at 562 Williams Street in strict accordance with the Contract Documents, as defined herein, within the time set forth herein; and,

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

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

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

WHEREAS, the CITY has accepted the bid proposal from CONTRACTOR and provides compensation in an amount of Ninety Three Thousand Six Hundred and 00/100 Dollars (\$93,600.00), for the services set forth above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;

2. CONTRACTOR shall provide Reconstruction of the Retaining Wall located at 562 Williams Street;
3. CONTRACTOR shall be responsible for all applicable permitting;
4. CONTRACTOR shall limit use of premises to work in areas indicated and not disturb portions of site beyond areas in which the work is indicated;
5. CONTRACTOR shall keep driveway and entrances serving the premises clear and available to adjacent Owner, Owner's employees and emergency vehicles at all times and will not use these areas for parking or storage of materials;
6. CONTRACTOR shall provide access to all streets at all times and use traffic control as required;
7. CONTRACTOR shall be responsible for locating all overhead and underground utilities in the project area and taking all necessary precautions to prevent damaging all utilities;
8. CONTRACTOR shall be responsible for any damages to any utilities caused by his/her project operations;
9. CONTRACTOR shall take care during excavation and construction as to not damage the existing garage and other items to be reset or remain, any damage shall be restored to match existing at the cost of the CONTRACTOR;
10. Requirements for Performance Bonds, bid bonds, payment schedule, change order documentation and approval are responsibility of OWNER with assistance from the CITY. Construction to be completed within 90 days of Notice of Proceed. Liquidated damages in the amount of \$100.00/day will be assessed for each day past the 90 day limit in which construction is not completed.
11. CONTRACTOR shall salvage existing stone removed during construction, all existing stone not reinstalled shall be neatly stockpiled on site for CITY to pick up and take to their salvage yard;
12. CONTRACTOR shall replace all damaged turf with sod.
13. All replaced sidewalk shall be 4" minimum depth with #4 rebar at 18" c.c. centered in slab.
14. All new stone veneer shall be supplied by CITY within 10 miles of Deadwood. CONTRACTOR responsible for delivering and installing veneer with appearance matching the lower tier existing wall to remain.

15. The Contract Documents consist of this Agreement, general conditions of the contract for construction, drawings, specifications, other documents listed in this Agreement and modifications issued after execution of this Agreement, all of which form the contract, and are as fully as part of the contract as if attached to this Agreement or repeated herein. The Contract Documents represent the entire and integrated Agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral;
16. CONTRACTOR shall fully execute the work described in the Contract Documents;
17. Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by CITY when CONTRACTOR has fully performed the contract, the general conditions of the contract for construction to satisfy other requirements, if any, which extend beyond final payment and the final certificate for payment has been issued by ARCHITECT;
18. CONTRACTOR shall pay the sum of \$100 per day for each day that the project is not completed beyond the project completion date as specified in the plans and specifications, and shall be deducted from any monies due to CONTRACTOR as liquidated damages as indicated in Notice to Bidders;
19. CONTRACTOR shall abide by all bonding requirements set forth in the Contract Documents;
20. CONTRACTOR shall comply with the following miscellaneous provisions:
 - a. Properly sign the area to prevent any injuries to persons or property and to warn and keep people from entering the work area at all times while work is underway;
 - b. All work shall be done in a professional workmanlike manner;
 - c. All work will be subject to final inspection by Deadwood Public Works Director and Historic Preservation Officer before acceptance;
 - d. All work is to be completed in accordance with existing building codes;
 - e. Any changes or additional work must be provided in writing by the parties prior to any changes being made;
 - f. Comply with all local and state laws relating to workmen's compensation and additional insurance requirements to adequately protect them from any claims or damages arising out of or in conjunction with the work contemplated herein; and
 - g. Contractor agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any

personal or bodily injury, death or property damage, which results from any negligent act, error or omission of CONTRACTOR in connection with Agreement or services performed or materials provided pursuant to this Agreement.

21. OWNER agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of OWNER in connection with Agreement or services performed or materials provided pursuant to this Agreement.

Dated this ____ day of _____, 2019.

CITY OF DEADWOOD

By: _____
David R. Ruth, Jr., Mayor

ATTEST:

Jessica McKeown
City Finance Officer

Dated this ____ day of _____, 2019

OWNER:

OWNER:

State of South Dakota

)
) SS
)

County of _____

On this ____ day of _____, 2019, before me, the undersigned officer, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public

My Commission Expires: _____

Dated this ____ day of _____, 2019.

R.C.S. CONSTRUCTION, INC.

By: _____

Its: _____

State of South Dakota)
) SS
County of _____)

On this ____ day of _____, 2019, before me, the undersigned officer, personally appeared _____, the _____ of R.C.S. CONSTRUCTION, INC. and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public

My Commission Expires: _____

60

To: Honorable Mayor and Commissioners

From: Deadwood Fire Department

Reference: Software purchase

Date: 16th September 2019

The Deadwood Fire Department is requesting permission to purchase an operational management software for the Department. We would like to purchase Three of the Five modules at a cost not to exceed \$3500.00.

Purchase to include software, support and set-up with data entry for the vehicles, SCBA and station for a period of one year. If the system proves satisfactory, we can renew at a cost of \$1,230.00 per year. They do offer a reduced renewal on a three-year agreement.

This is a budgeted item.

Thank you for your time and consideration.

Ken Hawki

Fire Exec Officer DVFD

Pricing Proposal for Deadwood Fire Department

4/15/2019

Deadwood Fire Department

Jason Rakow, Fire Chief

737 Main St., Deadwood, SD 57732

PSTrax is an automated system for operational management and inspection system custom built for Deadwood Fire Department. The system has six modules – Vehicle, PPE, SCBA, Station, Narcotics, Assets – that may be purchased independently or bundled together. The software license fee is based on a pre-set term from one to five years. The setup fee can be split up over the term of the Agreement and includes PSTrax custom building the system to the **all-inclusive specs** of Deadwood Fire Department.

	SCOPE OF WORK	SOFTWARE LICENSE FEE	SETUP FEE	
VEHICLE MODULE Manage vehicle inspections (including equipment & inventories) on apparatus, medics, support units, vehicle-assigned SCBA, ladder / hose / pump testing, and more.	4 Apparatus (includes 2 engines, 1 rescue, 1 quint) (\$165 per / \$135 per setup) 3 Support Apparatus (includes 2 brush trucks, 1 traffic rig) (\$55 per / \$45 per setup)	\$ 825 ANNUAL	\$ 675	✓
SCBA MODULE Track the full history and movement of SCBA from manufacture to retirement. Log inspections, expirations, repairs, hydro testing, and more.	18 Packs & 36 Bottles (\$5 per bottle/pack / \$5 per setup)	\$ 270 ANNUAL	\$ 270	✓
PPE MODULE Track the full history of all PPE gear from manufacture to retirement. Log inspections, expirations, cleaning, repairs, and more. Includes all multiple and unassigned gear.	24 Crew (\$12 per crew / \$12 per crew setup)	\$ 288 ANNUAL	\$ 288	
STATION MODULE Document station chores, supplies, specialty equipment, EMS inventories, building maintenance, and more.	1 Stations (\$135 per station / \$115 Setup)	\$ 135 ANNUAL	\$ 115	✓
CRITICAL ASSETS MODULE Track the full history and movement of assets from manufacture to retirement. Log inspections, expirations, repairs, grant equipment, and more.	1 Asset Locations (\$235 per station / \$200 Setup)	\$ 235 ANNUAL	\$ 200	
		SOFTWARE LICENSE FEE	SETUP FEE	
TOTAL (ALL MODULES PRICED)		\$ 1753 ANNUAL (U.S. Currency)	\$ 1548 (U.S. Currency)	

Agreement Terms

This is a legal contract. Please carefully read all terms and conditions before signing. Any changes to this Agreement must be mutually agreed to by both parties prior to signing. Upon both parties mutually executing this Agreement, Station Automation, Inc. and Deadwood Fire Department hereby agree as follows:

1. **Initial Term:** The initial term of this agreement shall be based on a 1,2,3,4,5 (circle one) year term. The agreement starts on the scheduled build meeting date.
2. **Setup Fees:** Each module of the PSTrax system has a setup fee. The set-up fee in this agreement (select one).
☐ will be split-up into equal annual parts over the term of the agreement.
☐ will be collected in the first year.
☐ Special Instructions _____
3. **90-Day Refund Policy:** If Deadwood Fire Department is not satisfied with the PSTrax system for any reason within the initial 90-days from the date this Agreement is mutually executed by both parties, all monies, minus setup fees, shall be refunded within 10 business days.
4. **Cancellation:** After the initial 90-day period, Deadwood Fire Department shall be committed to the entirety of the term of the agreement, based on the terms of this agreement. However, Deadwood Fire Department may cancel this Agreement by notifying Station Automation, Inc. in writing, at least 30 days prior to the end of the initial term.
5. **Auto Renewal:** At the end of the initial term, if Deadwood Fire Department has not cancelled, the Agreement shall automatically renew at the same term as this Agreement.
6. **Scope of Work:** Station Automation, Inc. is responsible for the initial setup and ongoing maintenance of all purchased modules as indicated on the Pricing Proposal (page 1) of this Agreement. This includes the import of all vehicle, equipment, and inventory inspections provided by Deadwood Fire Department into PSTrax, as well as any ongoing adjustments to these inspections upon request.
7. **Setup & Build:** Deadwood Fire Department shall be assigned a Project Manager, whose responsibility is to gather Deadwood Fire Department's inspections, discuss specifics related to its checks, and set a timeframe for launch. It is the responsibility of Deadwood Fire Department to provide the Project Manager all existing documentation for each inspection it wishes to include. Deadwood Fire Department shall have the opportunity to approve the system prior to launch.
8. **Ongoing Maintenance & Support:** All training, technical support, and adjustments to the purchased modules as indicated on the Pricing Proposal (page 1) are included in the annual software license fee. No additional fees for support/service shall be charged during the term of this Agreement, unless the scope of work increases.
9. **Travel:** All builds, trainings, and roll outs are typically done through virtual meetings. However, any travel required are excluded in the pricing provided in the Pricing Proposal (page 1), and shall be billed separately to Deadwood Fire Department. Should travel be necessary, PSTrax shall have all travel requests approved in writing by Deadwood Fire Department.
10. **Compliance:** It is the responsibility of Deadwood Fire Department to ensure that all checks and inspections provided to Station Automation, Inc. comply with local and federal regulations, including but not limited to: NFPA guidelines, Department of Transportation (DOT) guidelines, manufacturer specifications, and the standard operating procedures (SOP) of the authority having jurisdiction (AHJ). Station Automation, Inc. is not responsible for ensuring that the inspections Deadwood Fire Department provides adhere to local or federal regulations.

11. **Adding additional modules through the year:** Client may add modules at any time through the first year at the same price and setup fees as the last proposal price quoted (if applicable). All modules added can be synced up with existing modules on the anniversary renewal invoice so only one invoice would be issued (client preference).
12. **Annual Increases:** Annual software license fees may be subject to annual increases. Compared to the previous year's rate, annual increases shall not be more than five (5) percent or the Consumer Price Index published by the Bureau of Labor Statistics, whichever is lower. Any term over three (3) years will lock in pricing without annual increases.
13. **Change Requests:** Any additions or changes to the scope of work not included in the Pricing Proposal (page 1) may be subject to additional charges if they are outside of the initial module(s) selected. All changes within the modules selected are at no additional charge.
14. **Billing Terms:** Payment terms for all invoices from PSTrax. First year annual software license fees and one-time setup fees shall be Net-45 days, and will be invoiced at the time the Agreement is mutually executed by both parties. On the anniversary date, the annual software license fees, and any amortized one-time setup fees, shall be invoiced 30-60 days prior to the anniversary date.
15. **User Licenses:** Station Automation, Inc. does not charge a per-user license fee; Deadwood Fire Department may add as many users as necessary in the system at no additional cost. Each user in the PSTrax system shall have a unique login and password and role-based security access for each Module (Administrator or User). It is the responsibility of Deadwood Fire Department to provide this information for each user they would like added into the system.
16. **Data Storage & Protection:** All data input into PSTrax is owned by Deadwood Fire Department under all circumstances, even if Deadwood Fire Department were to cancel this Agreement. Deadwood Fire Department may retrieve a copy of its logs in digital format at any time during the term of this Agreement for no fee, by contacting Station Automation, Inc. Deadwood Fire Department may also retrieve a copy of its logs for up to 24 months after cancellation of this Agreement, by contacting Station Automation, Inc.
17. **Security & Service Interruption:** The PSTrax system is hosted in Rackspace.com's Cloud Environment – or a comparable top-tier cloud provider – and uses commercially reasonable measures to maintain the security and stability of the service. Station Automation, Inc. assumes no responsibility for the effectiveness of these measures. Interruption of service is possible in any network. Deadwood Fire Department hereby acknowledges and agrees that Station Automation, Inc. and its service providers are NOT liable for any delays, outages, or interruptions of the service. Further, Station Automation, Inc. shall not be liable for any delay or failure to perform its obligations under this Agreement, resulting from any occurrence beyond its reasonable control (including, but not limited to, fire, flood, power outage, Internet outage, acts of God, mechanical, electrical, communications, or third-party supplier failure).
18. **Limitation of Liability:** Circumstances may arise in which Deadwood Fire Department is entitled to recover damages from Station Automation, Inc. In such instance, the aggregate liability of Station Automation, Inc. for damages shall be limited to the prorated portion of the annual software license fees paid to Station Automation, Inc. by Deadwood Fire Department for the three-month period immediately preceding the date on which such claim occurred.

By signing below, Deadwood Fire Department agrees to the terms and conditions of this Agreement and the Pricing Proposal (page 1), and certify that the signer is an authorized purchaser for Deadwood Fire Department.

Deadwood Fire Department

Print Name: _____

Signature: _____

Position: _____

Date: _____

Invoice Contact: _____

Invoice Contact Email: _____

Invoice Contact Phone: _____

Invoice Address: _____

Station Automation, Inc.

Print Name: Scott Bergeron

Signature: 

Position: President

Date: 4/15/2019

LeR



August 28, 2019

CITY OF DEADWOOD
102 SHERMAN ST
DEADWOOD, South Dakota 57732-1309

Honorable City Commission,

We are pleased to quote the following for your consideration.

CATERPILLAR Model: 140-13A Motor Grader
STOCK NUMBER: M026599 **SERIAL NUMBER: 0N9500258** **YEAR: 2019** **SMU: 8**

STANDARD EQUIPMENT

POWERTRAIN - Air cleaner, dual stage dry type radial - seal with service indicator and - automatic dust ejector - Air-to-air after cooler (ATAAC) - Belt, serpentine, automatic tensioner - Brakes, oil disc, four-wheel, hydraulic - Demand fan, hydraulic - Electronic over-speed protection - Engine, C9 with ACERT technology, diesel - with automatic engine derate and idle - control. EPA/ARB tier 4 final & EU - stage IV certified engine & - aftertreatment - Parking brake, multi-disc, sealed and - oil cooled - Sediment drain, fuel tank - Tandem drive - Transmission, 8 speed forward and - 6 speed reverse, power shift, direct - drive - VHP Plus (Variable Horse Power Plus) -

ELECTRICAL - Alarm, back-up - Alternator, 150 ampere, sealed - Batteries, maintenance free, heavy - duty, 1125 CCA - Breaker panel - Electrical system, 24 volt - Lights, reversing - Starter, electric

OPERATOR ENVIRONMENT - Air Conditioning with heater - Articulation - Centershift pin indicator - Display, digital speed and gear - Load sensing hydraulic controls: - -Right/left blade lift - -Circle drive - -Center shift - -Side shift - -Blade tip - -Front wheel lean - Doors, left and right side - Gauge, machine level - Gauges (analog) inside the cab - (includes fuel, articulation, engine - coolant temp, engine RPM and hydraulic - oil temp, DEF/AdBlue) - Lights, night time cab - Messenger Display - -Meter - -Hour digital - Mirror - Inside rearview, wide angle - Power port, 12V - Radio ready, entertainment - ROPS cab, 77dB(A) ISO 6394 - Storage area for cooler/lunchbox - Throttle control, electronic - Windows: laminated glass - Fixed front with intermittent wiper - windows: tempered - Left and right side wipers - Rear with intermittent wiper - Cab Storage

SAFETY AND SECURITY - Clutch, circle drive slip - Doors, 2 engine compartment, (two left - hand, two right hand) locking - Doors, 2 service, left and right locking - Ground level engine shutdown - Hammer (emergency exit) - Horn, electric - Seat belt, retractable 3" - Secondary steering - Tandem walkway/guards

FLUIDS - Antifreeze - Extended life coolant -35C/-30F

OTHER STANDARD EQUIPMENT - Accumulators -brake -dual certified - Drawbar, 6 shoe w/replaceable wear strips - Fluid check, ground level - Fuel tank, 100 gallon (378 L) - Ground level fueling - DEF/AdBlue Tank, 3.3 gallon (12.5 L) - Hydraulic lines for base functions - Pump, hydraulic, high capacity - (100cc / 6 cu in) - Radiator, cleanout access - (both sides with swing doors) - SOS ports - engine -hydraulic - -transmission -coolant -fuel - Tool box - Debris guard -

MACHINE SPECIFICATIONS

140 13A AWD MOTOR GRADER	WARNING STROBE
LANE 3 ORDER	TRANSMISSION, AUTOSHIFT
MOLDBOARD, 14' PLUS	KIT, CIRCLE SAVER
LINK BAR, HYDRAULIC	CAMERA, REAR VISION
DRAWBAR, TOP ADJUST	RADIO, AM/FM, USB/BLUETOOTH
NO GRADE CONTROL TECHNOLOGY	COLD WEATHER PLUS PKG, AWD
NO LOCK OUT, CAB	TIRES, 17.5R25 MX XSNO+ * G2 MP
NO ACCUMULATORS, NO ARO	FENDERS, REAR
STARTER, EXTREME DUTY	FENDERS, FRONT
CAB, PLUS	LIFT GROUP, MANUAL
SEAT, CLOTH AIR SUSPENSION	ROADING LIGHTS W/FOLD DOWN ARM
MIRRORS, HEATED EXTERNAL	MOUNT, SNOW WING, FRAME READY
PRODUCT LINK, CELLULAR PLE641	BASE+5 (RIP, FL, WM, WT, DA1)
FAN, REVERSING AWD	PRECLEANER, NON SY-KLONE
COOLANT (-40C)	LIFT GROUP, FRONT MOUNTING
LANGUAGE, ENGLISH	ANTIFREEZE WINDSHIELD WASHER
DECALS, ENGLISH (US)	FUEL ANTIFREEZE, -25C (-13F)
HIGH BAR, LED, AWD	ROLL ON-ROLL OFF
LIGHTS, WORK PLUS, LED	REMOVE PACK LEFT SIDE STAIRS
LIGHTS, SNOW, LED	SCARIFIER, FRONT V-TYPE 1.5HPL
LIGHTS, CAB ROOF, LED	

SELL PRICE	\$262,256.43
EXT WARRANTY	Included
LESS TRADE ALLOWANCE	(\$65,350.00)
BALANCE DUE	\$196,906.43

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
143H	CATERPILLAR (AA)	0APN00906	2006	\$65,350.00

WARRANTY

Standard Warranty:	12 Months Standard Warranty including 12 Months Mileage.
Extended Warranty:	140-AWD-72 MO/3000 HR PREMIER

We believe the equipment as quoted will exceed your expectations. Thank you for the opportunity to quote this equipment.

Sincerely,

Beau Riopel
Machine Sales Representative BeauRiopel@buttermachinery.com
605-209-4668

CITY OF DEADWOOD - CAT 140-13A AWD - M026599 - 5 YEAR GOVT CONTRACT W/ BUYBACK

Compound Period : Annual

Nominal Annual Rate : 3.600 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	09/09/2019	196,906.43	1		
2 Payment	09/09/2020	18,520.79	4	Annual	09/09/2023
3 Payment	09/09/2024	154,000.00	1		

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 09/09/2019				196,906.43
2019 Totals	0.00	0.00	0.00	
1 09/09/2020	18,520.79	7,088.63	11,432.16	185,474.27
2020 Totals	18,520.79	7,088.63	11,432.16	
2 09/09/2021	18,520.79	6,677.07	11,843.72	173,630.55
2021 Totals	18,520.79	6,677.07	11,843.72	
3 09/09/2022	18,520.79	6,250.70	12,270.09	161,360.46
2022 Totals	18,520.79	6,250.70	12,270.09	
4 09/09/2023	18,520.79	5,808.98	12,711.81	148,648.65
2023 Totals	18,520.79	5,808.98	12,711.81	
5 09/09/2024	154,000.00	5,351.35	148,648.65	0.00
2024 Totals	154,000.00	5,351.35	148,648.65	
Grand Totals	228,083.16	31,176.73	196,906.43	



August 28, 2019

CITY OF DEADWOOD
102 SHERMAN ST
DEADWOOD, South Dakota 57732-1309

Honorable City Commission,

We are pleased to quote the following for your consideration.

CATERPILLAR Model: 140-13A Motor Grader
STOCK NUMBER: M026927 SERIAL NUMBER: 0N9500265 YEAR: 2019 SMU: 9

STANDARD EQUIPMENT

POWERTRAIN - Air cleaner, dual stage dry type radial - seal with service indicator and - automatic dust ejector - Air-to-air after cooler (ATAAC) - Belt, serpentine, automatic tensioner - Brakes, oil disc, four-wheel, hydraulic - Demand fan, hydraulic - Electronic over-speed protection - Engine, C9 with ACERT technology, diesel - with automatic engine derate and idle - control. EPA/ARB tier 4 final & EU - stage IV certified engine & - aftertreatment - Parking brake, multi-disc, sealed and - oil cooled - Sediment drain, fuel tank - Tandem drive - Transmission, 8 speed forward and - 6 speed reverse, power shift, direct - drive - VHP Plus (Variable Horse Power Plus) -

ELECTRICAL - Alarm, back-up - Alternator, 150 ampere, sealed - Batteries, maintenance free, heavy - duty, 1125 CCA - Breaker panel - Electrical system, 24 volt - Lights, reversing - Starter, electric

OPERATOR ENVIRONMENT - Air Conditioning with heater - Articulation - Centershift pin indicator - Display, digital speed and gear - Load sensing hydraulic controls: - -Right/left blade lift - -Circle drive - -Center shift - -Side shift - -Blade tip - -Front wheel lean - Doors, left and right side - Gauge, machine level - Gauges (analog) inside the cab - (includes fuel, articulation, engine - coolant temp, engine RPM and hydraulic - oil temp, DEF/AdBlue) - Lights, night time cab - Messenger Display - -Meter - -Hour digital - Mirror - Inside rearview, wide angle - Power port, 12V - Radio ready, entertainment - ROPS cab, 77dB(A) ISO 6394 - Storage area for cooler/lunchbox - Throttle control, electronic - Windows: laminated glass - Fixed front with intermittent wiper - windows: tempered - Left and right side wipers - Rear with intermittent wiper - Cab Storage

SAFETY AND SECURITY - Clutch, circle drive slip - Doors, 2 engine compartment, (two left - hand, two right hand) locking - Doors, 2 service, left and right locking - Ground level engine shutdown - Hammer (emergency exit) - Horn, electric - Seat belt, retractable 3" - Secondary steering - Tandem walkway/guards

FLUIDS - Antifreeze - Extended life coolant -35C/-30F

OTHER STANDARD EQUIPMENT - Accumulators -brake -dual certified - Drawbar, 6 shoe w/replaceable wear strips - Fluid check, ground level - Fuel tank, 100 gallon (378 L) - Ground level fueling - DEF/AdBlue Tank, 3.3 gallon (12.5 L) - Hydraulic lines for base functions - Pump, hydraulic, high capacity - (100cc / 6 cu in) - Radiator, cleanout access - (both sides with swing doors) - SOS ports - engine -hydraulic - -transmission -coolant -fuel - Tool box - Debris guard -

MACHINE SPECIFICATIONS

140 13A AWD MOTOR GRADER	HIGH BAR, HALOGEN, AWD
LANE 2 ORDER	LIGHTS, WORK PLUS, HALOGEN
MOLDBOARD, 14' PLUS	LIGHTS, SNOW, HALOGEN
COLD WEATHER PLUS PKG, AWD	LIGHTS, CAB ROOF, HALOGEN
PRECLEANER, SY-KLONE	RADIO, AM/FM, USB/BLEETOOTH
LINK BAR, HYDRAULIC	CAMERA, REAR VISION
NO LOCK OUT, CAB	WARNING STROBE
BASE+4 (RIP,FL,WM,WT)	TRANSMISSION, AUTOSHIFT
NO ACCUMULATORS, NO ARO	KIT, CIRCLE SAVER
STARTER, EXTREME DUTY	STABLE BLADE
ROADING LIGHTS W/FOLD DOWN ARM	FENDERS, FRONT
CAB, PLUS	LIFT GROUP, MANUAL
SEAT, CLOTH AIR SUSPENSION	LIFT GROUP, FRONT MOUNTING
MIRRORS, HEATED EXTERNAL	LINES, RIPPER, ADDITIONAL
PRODUCT LINK, CELLULAR PLE641	MOUNT, SNOW WING, FRAME READY
DRAWBAR, TOP ADJUST	COOLANT (-40C)
FAN, REVERSING AWD	ANTIFREEZE WINDSHIELD WASHER
TIRES, 17.5R25 MX XSNO+ * G2 MP	FUEL ANTIFREEZE, -25C (-13F)
LANGUAGE, ENGLISH	ROLL ON-ROLL OFF
DECALS, ENGLISH (US)	REMOVE PACK LEFT SIDE STAIRS
NO GRADE CONTROL TECHNOLOGY	

SELL PRICE	\$257,435.00
EXT WARRANTY	Included
LESS TRADE ALLOWANCE	(\$57,250.00)
BALANCE DUE	\$200,185.00

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
143H	CATERPILLAR (AA)	01AL01163	2001	\$57,250.00

WARRANTY

Standard Warranty:	12 Months Standard Warranty including 12 Months Mileage.
Extended Warranty:	140-AWD-72 MO/3000 HR PREMIER

We believe the equipment as quoted will exceed your expectations. Thank you for the opportunity to quote this equipment.

Sincerely,

Beau Riopel
Machine Sales Representative BeauRiopel@buttermachinery.com
605-209-4668

CITY OF DEADWOOD - CAT 140-13A AWD - M026927 - 5 YEAR GOVT CONTRACT W/ BUYBACK

Compound Period : Annual

Nominal Annual Rate : 3.600 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	09/09/2019	200,185.00	1		
2 Payment	09/09/2020	20,558.83	4	Annual	09/09/2023
3 Payment	09/09/2024	149,000.00	1		

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 09/09/2019				200,185.00
2019 Totals	0.00	0.00	0.00	
1 09/09/2020	20,558.83	7,206.66	13,352.17	186,832.83
2020 Totals	20,558.83	7,206.66	13,352.17	
2 09/09/2021	20,558.83	6,725.98	13,832.85	172,999.98
2021 Totals	20,558.83	6,725.98	13,832.85	
3 09/09/2022	20,558.83	6,228.00	14,330.83	158,669.15
2022 Totals	20,558.83	6,228.00	14,330.83	
4 09/09/2023	20,558.83	5,712.09	14,846.74	143,822.41
2023 Totals	20,558.83	5,712.09	14,846.74	
5 09/09/2024	149,000.00	5,177.59	143,822.41	0.00
2024 Totals	149,000.00	5,177.59	143,822.41	
Grand Totals	231,235.32	31,050.32	200,185.00	

**NOTICE OF PUBLIC HEARING
FOR STREET CLOSURE FOR HOMECOMING PARADE**

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 September 16, 2019, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or as soon thereafter as the matter may be heard will consider the following request:

LEAD-DEADWOOD HIGH SCHOOL HOMECOMING PARADE

Street Closure:

Friday, September 20, 2019: Main Street closure from the Tin Lizzie Gaming Resort to Masonic Temple from 2:00 p.m. until the parade ends. Parade will assemble in Lower Main Parking Lot and Event Complex.

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 3rd day of September 2019.

CITY OF DEADWOOD

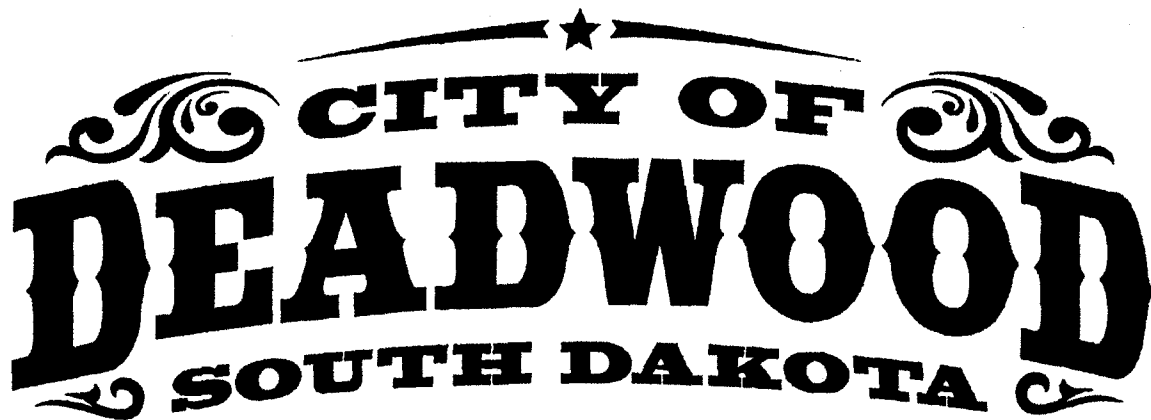


Jessica McKeown, Finance Officer

Publish: B.H. Pioneer September 5, 2019

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

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: L-D High School Homecoming

Event Date(s): 9/20/19 (month, day, year) Total Anticipated Attendance: 500

(# of Participants 75 # of Spectators 425)

Actual Event Hours: (from): 2:00 AM/PM (to): 2:45 AM/PM

Location / Staging Area: Vistor Center Parking Lot

Set up/assembly/construction Date: 1:30 Start Time: 2:00 AM/PM

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

Dwd (parks?) people set up cones to make 4 lines for paraders to lineup towards the front of lot near visitor's center

Dismantle Date: 9-20-19 Completion time: 45 min AM/PM
2:45

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:

main street and side streets leading to main st.

- 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: Lead- Deadwood High School (Student Council)

Chief Officer of Organization (NAME): Gary Linn

Applicant (NAME): Gary Linn Business Phone: () 717-3899

Address: 320 S main Lead SD 57754
(city) (state) (zip code)

Daytime phone: (605) 717-3899 Evening Phone: () Fax #: (605)

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 _____ Pager/Cell #: _____

(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:

Setup in visitor center parking close to building and
route is up main street past elem. school
Busses will load up student at new parking lot area
Parade lead by Kip Man will continue up
main street heading toward Lead

8B

Date Received _____
Date Issued _____

License No. CL-0510

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

ZCN, LLC
1906 Deadwood Mountain Drive
Deadwood SD 57732

B. Business Name and Address

Lic # RW-21330
Deadwood Mountain Grand
1906 Deadwood Mountain Drive
Deadwood SD 57732

Owner's Telephone#: 605-559-0386

Business Telephone#: 605-559-0386

C. Indicate the class of license being applied for
(submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☒ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☐ Other _____

Place of business is located in a municipality? ☐ Yes ☐ No

County: Lawrence

Do you own ☒ or lease ☐ this property? (Check one)

Are real property taxes paid to date? ☒ Yes ☐ No

D. Legal description of licensed premise:

Tract S of Block 1 of Fairview Addition SD #1
No. 1 to the city of Deadwood, Lawrence and #2
County SD. According to Plot recorded as
No. 2003 Tract B McGovern Hill Addition
Tract A McGovern Hill Addition

Is this License in active use? ☒ Yes ☐ No

Have you ever been convicted of a felony? ☐ Yes ☒ No

Do you or any officers, directors, partners, or stockholders hold
any other alcohol retail, manufacturing, or wholesaler licenses?
☐ Yes ☒ No If Yes, please list on the back page.

E. State Sales Tax Number: 1035-1171-ST

F. New license? _____ Transfer? (\$150) ☒ Re-issuance? _____

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 8/5/19 Print Name Cody Hartl Signature [Signature]

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on _____ . Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held ☐
Amount of fee collected with application \$ _____
Amount of fee retained \$ _____
Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From _____
Sales tax approval _____ Date _____

If disapproved, endorse reason thereon and return to applicant

STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Please complete reverse side

Company supplement information
(For corporate/partnership/LP/LLC applicants)

Name of corporation/partnership/LP/LLC ZCN, LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 1906 Deadwood Mountain Drive

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? ☒ Yes ☐ No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP, or LLC:

Name

Office

Address

Occupation

Dale Morris - 2001 Blair BLVD, Nashville TN, 37212

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

Name

Type of License, License Number, Financial Interest Held, and Address of Business Location.

None

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

DMG

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner

Date

G.H.

8/5/19

AFFIDAVIT

STATE OF TENNESSEE)

ss

COUNTY OF DAVISON)

Dale Morris, as the managing member of Tentexkota, LLC, being first duly sworn on oath deposes and states as follows:

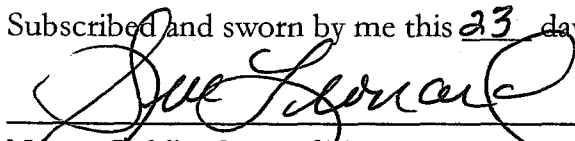
1. That on _____ day of August, 2019, Tentexkota, LLC was the owner of the license/business/stock of **CL-0510** situated on Tract S of Block 1 of Fairview Addition No. 1 to the City of Deadwood, Lawrence County, South Dakota to Plot recorded as No. 2003 Tract A, McGovern Hill Addition B McGovern Hill Addition of Deadwood, South Dakota.
2. That on _____ day of August, 2019, Tentexkota, LLC made a transfer/sale of said license operated under an alcoholic beverage license to ZCN, LLC, of Sioux Falls, South Dakota, doing business in Deadwood, South Dakota.
3. That Tentexkota, LLC, agreed to a bulk sale of the Deadwood Mountain Grand to ZCN, LLC, and license/business/stock **CL-0510** will continue to be used on Tract S of Block 1 of Fairview Addition No. 1 to the City of Deadwood, Lawrence County, South Dakota to Plot recorded as No. 2003 Tract A, McGovern Hill Addition B McGovern Hill Addition of Deadwood, South Dakota.

Dated this 23 day of August, 2019.



Dale Morris, Managing Member of
Tentexkota, LLC

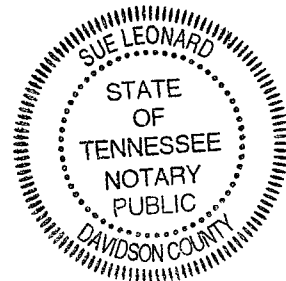
Subscribed and sworn by me this 23 day of August, 2019.



Notary Public- State of Tennessee

My Commission expires: 5/9/23

(SEAL)



Date Received _____
Date Issued _____

License No. RB-21329

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

ZCN, LLC
1906 Deadwood Mountain Drive
Deadwood SD 57732

B. Business Name and Address

Lic # RB-21329
Deadwood Mountain Grand
1906 Deadwood Mountain Drive
Deadwood SD 57732

Owner's Telephone #: 605-559-0386

Business Telephone #: 605-559-0386

C. Indicate the class of license being applied for
(submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Convention Center (on-sale) Liquor
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Wine and Cider
☒ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☐ Other _____

Place of business is located in a municipality? ☐ Yes ☐ No

County: Lawrence

Do you own ☒ or lease ☐ this property? (Check one)

Are real property taxes paid to date? ☒ Yes ☐ No

D. Legal description of licensed premise:

Tract S of Block 1 of Fairview Addition
No. 1 to the city of Deadwood, Lawrence
County SD. According to Plat recorded as
No. 2003 Tract B McGovern Hill Addition
Tract A McGovern Hill Addition

SD #1
and #2

Is this License in active use? ☒ Yes ☐ No

Have you ever been convicted of a felony? ☐ Yes ☒ No

Do you or any officers, directors, partners, or stockholders hold
any other alcohol retail, manufacturing, or wholesaler licenses?
☐ Yes ☒ No If Yes, please list on the back page.

E. State Sales Tax Number: 1035-1171-5T

F. New license? ☐ Transfer? (\$150) ☒ Re-issuance? ☐

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct;
that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition
agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1,
and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any
peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL,
as amended.

Date 8/5/19 Print Name Cody Hartl Signature [Signature]

H. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on _____ . Public hearing on the
application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority
vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises
and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held ☐
Amount of fee collected with application \$ _____
Amount of fee retained \$ _____
Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From _____
Sales tax approval _____ Date _____

If disapproved, endorse reason thereon and return to applicant

STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Please complete reverse side

Company supplement information
(For corporate/partnership/LP/LLC applicants)

Name of corporation/partnership/LP/LLC ZCN, LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 1906 Deadwood Mountain Drive

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? ☒ Yes ☐ No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP, or LLC:

Name Office Address Occupation

Dale Morris - 2001 Blair BLVD, Nashville TN, 37212

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

Name Type of License, License Number, Financial Interest Held, and Address of Business Location.

None

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

DMG

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner

Date

G.H.

8/5/19

AFFIDAVIT

STATE OF TENNESSEE)

ss

COUNTY OF DAVISON)

Dale Morris, as the managing member of Tentexkota, LLC, being first duly sworn on oath deposes and states as follows:

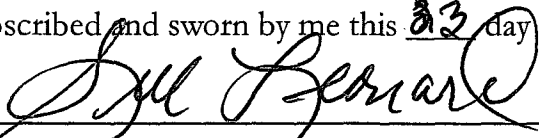
1. That on ____ day of August, 2019, Tentexkota, LLC was the owner of the license/business/stock of **RB-21329** situated on Tract S of Block 1 of Fairview Addition No. 1 to the City of Deadwood, Lawrence County, South Dakota to Plot recorded as No. 2003 Tract A, McGovern Hill Addition B McGovern Hill Addition of Deadwood, South Dakota.
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3. That Tentexkota, LLC, agreed to a bulk sale of the Deadwood Mountain Grand to ZCN, LLC, and license/business/stock **RB-21329** will continue to be used on Tract S of Block 1 of Fairview Addition No. 1 to the City of Deadwood, Lawrence County, South Dakota to Plot recorded as No. 2003 Tract A, McGovern Hill Addition B McGovern Hill Addition of Deadwood, South Dakota.

Dated this 23 day of August, 2019.



Dale Morris, Managing Member of
Tentexkota, LLC

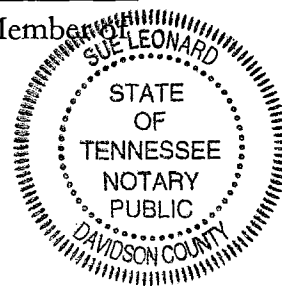
Subscribed and sworn by me this 23 day of August, 2019.



Notary Public- State of Tennessee

My Commission expires: 5/9/23

(SEAL)



Date Received _____
Date Issued _____

License No. RW-21330

Uniform Alcoholic Beverage License Application

A. Owner Name and Mailing Address

ZCN, LLC
1906 Deadwood Mountain Drive
Deadwood SD 57732

B. Business Name and Address

Lic # CL-0510
Deadwood Mountain Grand
1906 Deadwood Mountain Drive
Deadwood SD 57732

Owner's Telephone #: 605-559-0386

Business Telephone #: 605-559-0386

C. Indicate the class of license being applied for
(submit separate application for each class of license).

- ☒ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
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☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package Delivery
☐ Hunting Preserve
☐ Other _____

Place of business is located in a municipality? ☐ Yes ☐ No

County: Lawrence

Do you own ☒ or lease ☐ this property? (Check one)

Are real property taxes paid to date? ☒ Yes ☐ No

D. Legal description of licensed premise:

Tract S of Block 1 of Fairview Addition
No. 1 to the city of Deadwood, Lawrence
County SD, According to Plat recorded as
No. 2003 Tract B McGovern Hill Addition
Tract A McGovern Hill Addition S/D #1 and #2

Is this License in active use? ☒ Yes ☐ No

Have you ever been convicted of a felony? ☐ Yes ☒ No

Do you or any officers, directors, partners, or stockholders hold any other alcohol retail, manufacturing, or wholesaler licenses?

E. State Sales Tax Number: 1035-1171-ST

☐ Yes ☒ No If Yes, please list on the back page.

F. New license? _____ Transfer? (\$150) ☒ Re-issuance? _____

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Date 8/5/19 Print Name Cody Hartl Signature [Signature]

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vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

Transferred (State Use)

(Seal) _____
Mayor or Chairman

From _____
Sales tax approval _____ Date _____

If disapproved, endorse reason thereon and return to applicant

STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Please complete reverse side

Company supplement information
(For corporate/partnership/LP/LLC applicants)

Name of corporation/partnership/LP/LLC ZCN, LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 1906 Deadwood Mountain Drive

Are all managing officers of this corporation/partnership/LP/LLC of good moral character having never been convicted of a felony? ☒ Yes ☐ No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP, or LLC:

Name Office Address Occupation

Dale Morris - 2001 Blair BLVD, Nashville TN, 37212

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other alcoholic beverage license:

Name Type of License, License Number, Financial Interest Held, and Address of Business Location.

None

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

DNG

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner

Date

GH

8/5/19

AFFIDAVIT

STATE OF TENNESSEE)

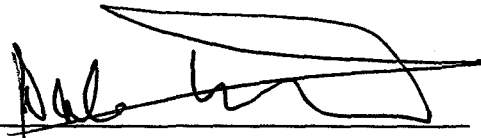
ss

COUNTY OF DAVISON)

Dale Morris, as the managing member of Tentexkota, LLC, being first duly sworn on oath deposes and states as follows:

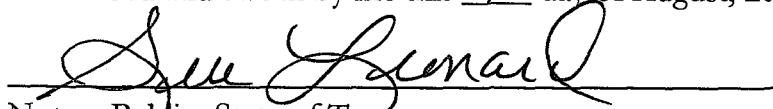
1. That on _____ day of August, 2019, Tentexkota, LLC was the owner of the license/business/stock of **RW-21330** situated on Tract S of Block 1 of Fairview Addition No. 1 to the City of Deadwood, Lawrence County, South Dakota. According to Plot recorded as No. 2003 Tract A, McGovern Hill Addition B McGovern Hill Addition of Deadwood, South Dakota.
2. That on _____ day of August, 2019, Tentexkota, LLC made a transfer/sale of said license operated under an alcoholic beverage license to ZCN, LLC, of Sioux Falls, South Dakota, doing business in Deadwood, South Dakota.
3. That Tentexkota, LLC, agreed to a bulk sale of the Deadwood Mountain Grand to ZCN, LLC, and license/business/stock **RW-21330** will continue to be used on Tract S of Block 1 of Fairview Addition No. 1 to the City of Deadwood, Lawrence County, South Dakota. According to Plot recorded as No. 2003 Tract A, McGovern Hill Addition B McGovern Hill Addition of Deadwood, South Dakota.

Dated this 23 day of August, 2019.



Dale Morris, Managing Member of
Tentexkota, LLC

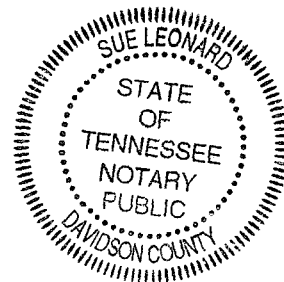
Subscribed and sworn by me this 23 day of August, 2019.



Notary Public- State of Tennessee

My Commission expires: 5/9/23

(SEAL)



**NOTICE OF PUBLIC HEARING
BEFORE THE DEADWOOD CITY COMMISSION**

NOTICE is hereby given that the Deadwood City Commission will hold a Public Hearing on a proposed Tax Increment District. Said hearing will be held at the Deadwood City Hall Commission Chambers, located at 102 Sherman Street, on **Monday, September 16, 2019, at 5:05 P.M.** The proposed Tax Increment District includes all or a portion of the following parcels:

LOTS 1, 2, 3, 4 AND 5, BLOCK 11, CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA, ACCORDING TO P.L. ROGERS MAP AND AS SHOWN ON PLAT BOOK 3 PAGE 642 AND A TRIANGULAR STRIP ADJOINING LOT 1 FURTHER DESCRIBED AS FOLLOWS: "BEGINNING AT A POINT ON COURSE 1 OF M.S. 216 FROM WHICH POINT CORNER NO. 4 OF M.S. 216 BEARS N. 8° 24' W. A DISTANCE OF 201 FEET; THENCE S 42° 58' E. A DISTANCE OF 123 FEET TO CORNER NO. 2; THENCE N. 63° 28' W. A DISTANCE OF 110 FEET TO CORNER NO. 3; THENCE 19° 32' E. A DISTANCE OF 44 FEET TO CORNER NO. 1 THE PLACE OF BEGINNING ACCORDING TO THE OFFICIAL PLAT OF P.L. ROGERS AND AS SHOWN ON PLAT BOOK 3 PAGE 642 BEING A PORTION OF M.S. 216 IN THE CITY OF DEADWOOD, EXCEPT THAT PORTION DEEDED TO THE STATE OF SOUTH DAKOTA AS SET OUT IN BOOK 376 PAGE 600, BEING A PORTION OF M.S. 216";

LOTS 1 AND 2, FOUR POINT SUBDIVISION, ORIGINAL TOWN OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA;

LOTS 7, 9, 11, 17 AND 19 IN BLOCK 13, EXCEPTING THEREFROM THE NORTH 70 FEET OF SAID LOT 19, ORIGINAL TOWN, CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA, ACCORDING TO THE OFFICIAL PLAT OF P.L. ROGERS OF DEADWOOD;

LOTS 13, 15, 21, AND 23 AND THE NORTHERLY 70 FEET OF LOT 19 IN BLOCK 13, ORIGINAL TOWN OF THE CITY OF DEADWOOD, ACCORDING TO P.L. ROGERS MAP OF THE CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA;

LOTS 25, 27, 29, 31 AND 33, ALL IN BLOCK 13 OF THE CITY OF DEADWOOD, ACCORDING TO P.L. ROGERS MAP OF THE CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA;

PROBATE LOT 186 LOCATED IN THE CITY OF DEADWOOD, ACCORDING TO THE P.L. ROGERS MAP OF SAID CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA;

LOTS A AND C OF PROBATE LOT 227, CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA;

SCHOOL LOT 66 LOCATED IN THE CITY OF DEADWOOD, ACCORDING TO THE P.L. ROGERS MAP OF SAID CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA;

LOTS 32, 34, 36, 38, 40, 42 AND 44, BLOCK 12, O.T., CITY OF DEADWOOD, SECTION 23, TOWNSHIP 5 NORTH, RANGE 3 EAST, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA;

LOT 35, BLOCK 13, O.T., CITY OF DEADWOOD, SECTION 23, TOWNSHIP 5 NORTH, RANGE 3 EAST, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA;

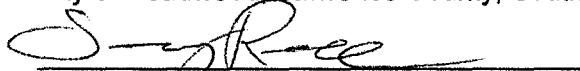
LOTS 6 AND 7, BLOCK 11, O.T., CITY OF DEADWOOD, LOCATED IN THE SW¼ OF SECTION 23, TOWNSHIP 5 NORTH, RANGE 3 EAST, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA.

ALL LOCATED IN THE CITY OF DEADWOOD, SECTION 23, TOWNSHIP 5 NORTH, RANGE 3 EAST BLACK HILLS MERIDIAN, LAWRENCE COUNTY, SOUTH DAKOTA INCLUDING WITHIN AND ADJACENT RIGHTS-OF-WAYS.

Interested persons may present written comments to the City Planning Department or appear in person at the Public Hearing scheduled for the time and place specified above.

Dated this 30th day of August, 2019

City of Deadwood, Lawrence County, South Dakota

A handwritten signature in black ink, appearing to read 'Jeramy Russell', is written over a horizontal line.

Jeramy Russell

Planning and Zoning Administrator

PUBLISH: Black Hills Pioneer:

Publish once at the total approximate cost of \$



Tax Increment Finance District # 11

Prepared for:

City of Deadwood

**Submitted by:
Deadwood Hotels, LLC**

August 2019

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INTRODUCTION – THE PROJECT

Tax Increment Financing (TIF) is an incentive utilized by local governments to attract private development and investment. New investment equals new jobs, more customers, and in turn, more investment opportunity. The incentive can also help attract and retain existing businesses and workers that might otherwise find more attractive options elsewhere. The jobs and additional investment, both private and public, mean more money for the community. Tax Increment Financing helps to overcome costs that often prevent redevelopment and private investment from occurring in the community. As a result, the TIF area itself improves and property values increase.

Specifically, money for improvements and other incentives comes from the growth in property valuations and the corresponding property tax revenues — the tax increment. A tax increment is the difference between the amount of property valuation present within the TIF district before TIF district designation and the amount of property valuation increase due to the creation of a TIF district. Property taxes collected on the original valuation existing in the TIF at the time of its designation continue to be distributed to the city, school district, county and all other taxing districts in the same manner as if the TIF district did not exist. Only property taxes collected as a result of the incremental increase in the value of these properties after formation of the TIF district are available for use by the counties or cities to fund project costs in the TIF district.

In addition to increasing property valuation, creating a Tax Increment District for the benefit of economic development can mean retaining and creating more jobs. Today's business climate allows corporations the flexibility to call any state in the union their home. It is up to local communities to attract and retain companies to their communities. Using Tax Increment Financing is one of the most powerful economic development tools to help communities achieve their goals.

A local government, per South Dakota Codified Law, Chapter 11-9, can designate a specific area within its boundaries as a redevelopment area appropriate for a TIF district and prepare a plan for development. TIF projects must be recommended for approval by the City or County Planning Commission and the City Council or County Commission.

The primary objective of TIF #11 is to fund infrastructure / site work / parking improvements and archeological costs in a commercial part of Main Street Deadwood

The City of Deadwood has been very adamant about following all historic preservation requirements to insure that any new building(s) conforms to those standards. However, these requirements often come with higher extraordinary costs that might not be incurred in other communities. To help offset those costs the City has created a Tax Increment District #11. This will help intensify the City's efforts to build and protect a long-lasting local economy, both in job creation and diversifying their sales tax base. Ensuring a strong economic presence will allow both the City and the State to benefit from the sales tax dollars that are spent in the area every year. It must be noted that only part of the TIF proceeds that will directly offset the costs of the building will be associated with historic façade improvements, infrastructure and archeological fees.

Purpose & General Definitions

The property upon which this Tax Incremental District (TID) is proposed to be implemented is located within City of Deadwood, South Dakota.

As such, the creation of City of Deadwood TIF #11 shall be conditioned upon the creation of the District by resolution, and the establishment of the TID boundaries and approval of the TID Project plan by the City of Deadwood.

The purpose of this Plan, to be implemented by City of Deadwood, South Dakota is to satisfy the requirements for a Tax Increment District Number #11 as specified in SDCL Chapter 11-9. The principal purpose of the Plan is to define eligible property and to define a Tax Increment Plan for funding eligible activities in an eligible area of the City. The Plan will describe the boundary, estimated costs, feasibility and fiscal impact of the District.

This Plan was prepared for adoption by the City Commissioners in recognition that the area requires a coordinated, cooperative strategy, with financing possibilities, to promote economic development and accomplish the City's development objectives for improving the continued viability by promoting economic development within the City.

The driving interest in the establishment of this Plan is to offer tax increment financing as a tool to stimulate and leverage private sector development and redevelopment, and to promote economic development throughout the District.

The developer is proposing a major addition to the Tin Lizzie's Gaming and Lodging complex. This phase of the development will add a new 107 room hotel which will be constructed over the parking lot located southwest of the Tin Lizzie casino. The new addition will be a 4 story building that will be similar in height to the existing adjacent buildings. The hotel will be constructed on a platform placed over the existing parking lot to maintain as off-street parking. The hotel will be 3 stories with the lobby located on the 2nd level.

As this site is part of old China Town, the developer is required to do an archeological investigation before construction can take place. The developer will be contracting with Quality Services, Inc. do both the archeological investigation and monitor the drilling of the piers that will support the building. The investigation will be a separate excavation of a portion of the site and will detail results that are found.

The City is in the process of preparing a Master Plan for the Main Street. The developer will be working with the City to insure all improvements meet the designs and standards that outline in the Master Plan. An issue that does need to be addressed is the drainage. In large rain events, storm water over tops the curb and impacts the Tin Lizzie's buildings. The curb and gutter will be replaced from the southwest point of the new Four Point by Marriot hotel to the Wild Bill statue area. New heated sidewalks will also be reconstructed as part of replacing the curb and gutter.

In the recent adopted Comprehensive Plan, Historic Preservation is a key element of the plan. One of the main Historic Preservation principals is "Place historic preservation at the center of the city's community and economic development initiatives." As part of the Historic Preservation Commission and staff review of the project, a number of items were identified to

enhance the character of the area. These façade improvements included brick façade, double hung windows, cornices and to create storefront appearance along Main Street level. These features have been identified as part of the eligible Tax Increment District projects and improvements.

All project expenditures must be completed within five years. Should the tax increment revenues exceed the anticipated loan payments, the district debt would be retired early resulting in the full value of the property being returned to the tax rolls more quickly.

General Definitions

The following terms found in this Plan are defined as the following:

"Base" or "Tax Incremental Base" means the aggregate assessed value of all taxable property located within a Tax Incremental District on the date the district is created, as determined by SDCL § 11-9-20.

"Blighted or Economic Development" SDCL § 11-9-8.

(1) Not less than twenty-five percent, by area, of the real property within the district is a blighted area or not less than fifty percent, by area, of the real property within the district will stimulate and develop the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources; and

(2) The improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the district

"City Council" means the City Council of Deadwood, South Dakota

"Calendar Year" means the starting date of January 1 to an ending date of December 31st.

"Department of Revenue" means the South Dakota Department of Revenue.

"Developer" means Deadwood Hotels, LLC

"Developer's Agreement" means the agreement between Developer and City of Deadwood concerning this Tax Incremental District.

"District" means the Tax Incremental District.

"Economic Development" means all powers expressly granted and reasonably inferred pursuant to SDCL § 9-54.

"Fiscal year" means that fiscal year for City of Deadwood

"Generally Applicable Taxes" shall have the same meaning as set forth in 26 CFR § 1.141-4(e).

"Governing body" means the City Council of Deadwood, South Dakota

"Grant" means the transfer for a governmental purpose of money or property to a transferee that is not a related party to or an agent of the municipality; (SDCL 11-9-1(3))

"Infrastructure Improvements" means a street, road, sidewalk, parking facility, pedestrian mall, alley, bridge, sewer, sewage treatment plant, property designed to reduce, eliminate, or prevent the spread of identified soil or groundwater contamination, drainage system, waterway, waterline, water storage facility, rail line, utility line or pipeline, or other similar or related structure or improvement, together with necessary easements for the structure or improvement, for the benefit of or for the protection of the health, welfare, or safety of the public generally.

"Planning Commission" means the City of Deadwood Planning Commission

"Plan" means this Project Plan.

"Project Costs" means any expenditure or monetary obligations by City of Deadwood, whether made, estimated to be made, incurred or estimated to be incurred, which are listed as Project Costs herein will include any costs incidental thereto but diminished by any income, special assessments, or other revenues, other than tax increments, received, or reasonably expected to be received, by City of Deadwood in connection with the implementation of this Plan.

"Project Plan" means a properly approved Plan for the development or redevelopment of a tax incremental district including all properly approved amendments thereto as recommended pursuant to SDCL § 11-9-13.

"Public Works" means the Infrastructure Improvements, the acquisition by purchase or condemnation of real and personal property within the Tax Incremental District and the sale, lease, or other disposition of such property to private individuals, partnerships, corporations, or other entities at a price less than the cost of such acquisition which benefit or further the health, safety, welfare and economic development of the City and Project Costs.

"Taxable Property" means all real taxable property located in a Tax Incremental District.

"Tax Incremental District" means a contiguous geographic area within a City defined and created by resolution of the governing body and named City of Deadwood Tax Incremental District #11.

"Tax Increment Valuation" is the total value of the Tax Incremental District minus the tax incremental base pursuant to § 11-9-19.

"Tax Increment Law" means South Dakota Codified Laws Chapter 11-9.

LEGAL DESCRIPTION OF TAX INCREMENT DISTRICT #11

Property Within Tax Increment #11

LOTS 1, 2, 3, 4 AND 5, BLOCK 11, CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA, ACCORDING TO P.L. ROGERS MAP AND AS SHOWN ON PLAT BOOK 3 PAGE 642 AND A TRIANGULAR STRIP ADJOINING LOT 1 FURTHER DESCRIBED AS FOLLOWS: "BEGINNING AT A POINT ON COURSE 1 OF M.S. 216 FROM WHICH POINT CORNER NO. 4 OF M.S. 216 BEARS N. 8° 24' W. A DISTANCE OF 201 FEET; THENCE S 42° 58' E. A DISTANCE OF 123 FEET TO CORNER NO. 2; THENCE N. 63° 28' W. A DISTANCE OF 110 FEET TO CORNER NO. 3; THENCE 19° 32' E. A DISTANCE OF 44 FEET TO CORNER NO. 1 THE PLACE OF BEGINNING ACCORDING TO THE OFFICIAL PLAT OF P.L. ROGERS AND AS SHOWN ON PLAT BOOK 3 PAGE 642 BEING A PORTION OF M.S. 216 IN THE CITY OF DEADWOOD, EXCEPT THAT PORTION DEEDED TO THE STATE OF SOUTH DAKOTA AS SET OUT IN BOOK 376 PAGE 600, BEING A PORTION OF M.S. 216";

Lots 1 and 2, Four Point Subdivision, Original Town of Deadwood, Lawrence County, South Dakota;

Lots 7, 9, 11, 17 and 19 in Block 13, EXCEPTING therefrom the North 70 feet of said Lot 19, Original Town, City of Deadwood, Lawrence County, South Dakota, according to the official plat of P.L. Rogers of Deadwood;

LOTS 13, 15, 21, AND 23 AND THE NORTHERLY 70 FEET OF LOT 19 IN BLOCK 13, ORIGINAL TOWN OF THE CITY OF DEADWOOD, ACCORDING TO P.L. ROGERS MAP OF THE CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA;

LOTS 25, 27, 29, 31 AND 33, ALL IN BLOCK 13 OF THE CITY OF DEADWOOD, ACCORDING TO P.L. ROGERS MAP OF THE CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA;

PROBATE LOT 186 LOCATED IN THE CITY OF DEADWOOD, ACCORDING TO THE P.L. ROGERS MAP OF SAID CITY OF DEADWOOD, LAWRENCE COUNTY SOUTH DAKOTA;

Lots A and C of probate lot 227, City of Deadwood, Lawrence County, South Dakota;

SCHOOL LOT 66 LOCATED IN THE CITY OF DEADWOOD, ACCORDING TO THE P.L. ROGERS MAP OF SAID CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA;

Lots 32, 34, 36, 38, 40, 42 and 44, Block 12, O.T., City of Deadwood, Section 23, Township 5 North, Range 3 East, B.H.M., Lawrence County, South Dakota;

Lot 35, Block 13, O.T., City of Deadwood, Section 23, Township 5 North, Range 3 East, B.H.M., Lawrence County, South Dakota;

Lots 6 and 7, Block 11, O.T., City of Deadwood, located in the SW $\frac{1}{4}$ of Section 23, Township 5 North, Range 3 East, B.H.M., Lawrence County, South Dakota.

All Located in the City of Deadwood, Section 23, Township 5 North, Range 3 East Black Hills Meridian, Lawrence County, South Dakota including within and adjacent rights-of-ways.

TAXABLE VALUE OF CITY OF DEADWOOD / CONSTITUTIONAL DEBT

State law requires that tax increment districts cannot exceed ten percent of the taxable value of a municipality. The 2019 Taxes Payable value for City of Deadwood is \$202,954,936. The base value of the taxable property for inclusion into this Tax Incremental District #11, as estimated but not yet verified by Lawrence County Director of Equalization, is \$3,484,490.

11-9-7. Maximum percentage of taxable property in municipality permitted in districts. In order to implement the provisions of this chapter, the resolution required by § 11-9-5 shall contain a finding that the aggregate assessed value of the taxable property in the district plus the **tax incremental base of all other existing districts does not exceed ten percent** of the total assessed value of taxable property in the municipality.

There are currently four active TIF Districts under the jurisdiction of the City of Deadwood, South Dakota. The following table lists each active TIF to demonstrate that TIF #11 is within the 10% rule.

Table #1	
Base Value Analysis	
2019 Deadwood Valuation	\$202,954,936
SDCL 11-9-7 - 10% Based Valuation	\$20,295,493
Tax Incremental District #6	\$140,156
Tax Incremental District #8	\$875,650
Tax Incremental District #9	\$9,520,875
Tax Incremental District #10	\$1,650,012
Tax Incremental District #11(est.)	\$3,484,490
Tax Increment District #12 (est)	\$350,000
Total Base Value in Tax Incremental Districts	\$16,021,183
Base Valuation Remaining	\$4,274,310

Conditions of the Developer Agreement relating to Constitutional Debt

It is specifically a condition of the proposed Developer's Agreement that the City's obligation to pay is limited to the proceeds of the positive tax increment from the TID receipted into the TIF Fund. The obligation of the City to pay pursuant to the proposed Agreement does not constitute a general indebtedness of the City or a charge against the City's general taxing power. The provisions of SDCL 11-9-36 are specifically incorporated within the Agreement by reference. It is also to be specifically agreed that the City has made no representation that the proceeds from such Fund shall be sufficient to retire any indebtedness incurred by Developer. The parties further acknowledge that SDCL 11-9-25 limits the duration of allocation of the positive tax increment payments and the fund created by the TID.

Additionally, the City's obligations to make the payments set forth in the proposed Agreement shall be lawfully made from funds to be budgeted and appropriated on an ANNUAL BASIS for that purpose during the City's then current fiscal year, thus not counting towards Constitutional Debt. If at any time during the term of this Agreement, the governing body of the City shall fail or refuse to approve or authorize the funds due hereunder, then the Agreement shall terminate upon the end of the fiscal year for which funds were approved or authorized, without penalty to the City. The City's obligation hereunder shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the City. Notwithstanding anything to the contrary contained in the proposed Agreement, the City hereby acknowledges and agrees that the obligations of the City under this Agreement are a material inducement for the Developer to construct improvements upon the TID property and the failure to pay tax increment to the Developer will be financially detrimental to future improvements on said property.

It is further understood that the amount of \$3,077,424 will be the maximum amount the City will ever pass on acting as a conduit for TIF #11. This amount will include any and all interest associated with the debt and the controlling value of the TIF will never pay more than \$3,077,424. All TIF revenue will be passed onto the Developer until the full amount has been paid or 20 years from the year of creation, whichever happens first.

The payment of tax increment funds under this Agreement is a grant under Chapter 11-9 of the South Dakota Codified Laws (the "Grant"). The Grant is a personal property right vested with the Developer on the effective date of this Agreement. The City will grant this amount to the Developer and thus not have to account for any assets on the City's financial statement. The Developer will be responsible for obtaining their financing and the City will not be liable for any Developer debt.

Upon completion of the construction of the infrastructure improvements, the Developer shall certify to the City's Finance Officer the costs of construction, including capital costs, professional fees, and contingency costs. The Developer shall provide contractor/supplier invoices or other supporting documentation upon request of the Finance Officer. Upon certification and verification of costs, the City shall pay all available tax increment fund revenues not to exceed \$3,077,424.

KIND, NUMBER, LOCATION, AND DETAILED COSTS OF PROPOSED PUBLIC WORKS AND IMPROVEMENTS – SDCL § 11-9-13(1)

In order to implement the provisions of SDCL Chapter 11-9, the following are Project Costs and expenditures made or estimated to be made and the monetary obligations incurred or estimated to be incurred. The Project Costs include capital costs, financing costs, real property assembly costs, professional fee costs, imputed administration costs, relocation costs, organizational costs, discretionary costs and grants, plus any costs incidental thereto.

All Project Costs are found to be necessary and convenient to the creation of the Tax Incremental District and its implementation. The project constitutes economic development which is a proper public purpose of the City. The City exercises the powers expressly stated in and reasonably inferred by SDCL §11-9-15 and Chapter 9-54. The City shall enter into all contracts in accordance with South Dakota Law.

Costs of Public Works and Improvements

In accordance with SDCL § 11-9-14 the following is the kind, number, location and dollar amount of estimated Project Costs, costs of public works and improvements.

The following are estimated costs of the Project:

Kind of Project	Location ¹	Amount	Reference ²
Capital Costs (Street, Water & Sewer) (cleaning & grading of land & associated costs) ²	District		11-9-15(1)
Financing Costs	District		11-9-15(2)
Real Property Assembly	District		11-9-15(3)
Professional Fees	District		11-9-15(4)
Administrative Costs	District	\$10,000	11-9-15(5)
Relocation Costs	District		11-9-15(6)
Organizational Costs	District		11-9-15(7)
Discretionary Costs and Grants	District	\$3,067,424	11-9-15(8)
Eligible Project Costs		\$3,077,424	

The above are estimates of the costs involved in the project; the final total may be greater or smaller. An itemized listing of the estimated costs is set forth on Schedule 1. Because the cost estimates are only projected expenditures, the total authorized TID costs is expected to be \$3,077,424. This amount is the controlling value with respect to authorized TID Project Costs rather than the particular line item amounts contained in the above Chart and Schedule 1. The line item categories proposed are for guidance only, and actual costs will be determined upon completion of the improvements. The above total represents eligible Project Costs. Only such amounts as are feasible will be allowed by the City or by monetary obligation.

¹District shall mean the Tax Increment District.

²SDCL §11-9-15 (1) Capital costs, including the actual costs of the construction of public works or improvements, buildings, structures, and permanent fixtures; the demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, and permanent fixtures; the acquisition of equipment; the clearing and grading of land; and the amount of interest payable on tax incremental bonds or notes issued pursuant to this chapter until such time as positive tax increments to be received from the district, as estimated by the Project Plan, are sufficient to pay the principal of and interest on the tax incremental bonds or notes when due;

(2) Financing costs, including all interest paid to holders of evidences of indebtedness issued to pay for Project Costs, any premium paid over the principal amount thereof because of the redemption of such obligations prior to maturity and a reserve for the payment of principal of and interest on such obligations in an amount determined by the governing body to be reasonably required for the marketability of such obligations;

(3) Real property assembly costs, including the actual cost of the acquisition by a municipality of real or personal property within a tax incremental district less any proceeds to be received by the municipality from the sale, lease, or other disposition of such property pursuant to a Project Plan;

(4) Professional service costs, including those costs incurred for architectural, planning, engineering, and legal advice and services;

(5) Imputed administrative costs, including reasonable charges for the time spent by municipal employees in connection with the implementation of a Project Plan;

(6) Relocation costs;

(7) Organizational costs, including the costs of conducting environmental impact and other studies and the costs of informing the public of the creation of tax incremental districts and the implementation of project plans; and

(8) Payments and grants made, at the discretion of the governing body, which are found to be necessary or convenient to the creation of tax incremental districts or the implementation of project plans.

Expenditures Exceeding Estimated Cost

Any expenditures, which in sum would exceed the total amount of the TID amount of \$3,077,424, will require an amendment of this Plan. All amendments would be undertaken pursuant to SDCL §11-9-23.

When the expenditures within the Plan are increased in excess of more than 35 percent of the total above, the Department of Revenue will be required to reset the base, in accordance with SDCL §11-9-23.

If the Project Costs are not provided for in the original plan, the governing body would be required to amend the plan which requires the South Dakota Department of Revenue to re-determine the tax increment base when additional Project Costs are added to a plan. SDCL §11-9-23.

Detailed List of Estimated Project Costs

Attached as Schedule 1 is a detailed list of estimated Project Costs for the project as per SDCL § 11-9-13(3). No expenditure for Project Costs is provided for more than five years after the District is created.

FEASIBILITY STUDY, ECONOMIC DEVELOPMENT STUDY, AND FISCAL IMPACT STATEMENT

Feasibility Study

An economic feasibility study per SDCL § 11-9-13(2) is attached as Schedule 2.

Economic Development Study

Attached is Schedule 3 a Fiscal Impact Statement showing the impact of the Tax Increment District, until and after the bonds are repaid, upon all entities levying property taxes in the district. Required as per SDCL § 11-9-13(4).

Fiscal Impact Statement

Attached is Schedule 4 a Fiscal Impact Statement showing the impact of the Tax Increment District, until and after the bonds are repaid, upon all entities levying property taxes in the district. Required as per SDCL § 11-9-13(4).

METHOD OF FINANCING, TIMING OF COSTS AND MONETARY OBLIGATIONS

The payment of Project Costs is anticipated to be made by the City to Developer from the special fund of the Tax Incremental District. SDCL § 11-9-13(5). Pursuant to the Developer's Agreement, the City will pay to the Developer all available tax increment funds it receives from the District, unless otherwise stated in the Agreement.

Maximum Amount of Tax Increment Revenue

The maximum amount of tax increment revenue bonds or monetary obligations to be paid through Tax Increment District #11 shall be the amount sufficient to reimburse the City for the payments made for Project Costs and pay all tax increment bonds or monetary obligations in an amount not to exceed \$3,077,424 principal and interest or such lesser amount as may be feasible with the estimated revenue generated by the Tax Increment District. The final terms and conditions will be set forth in the Developer's Agreement.

Duration of Tax Increment Plan

The duration of the Plan will extend to the number of years it will take for the reimbursement of the City, the extinguishment of bonds and the monetary obligation except that the Plan duration **shall not exceed 20 calendar years** of revenue from the year of creation of the District.

ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON REVENUES OF TAXING JURISDICTIONS

The site will generate taxes to the local jurisdictions at or above the assessed value of the base. All taxing districts shall receive the taxes from that base which will be the value set for 2018 taxes payable in 2019. The tax increment will be available to the taxing jurisdictions at or before twenty years after the creation of the District. Schedule 5 details the tax capture implications to each of the local taxing jurisdictions. After the repayment of the bonds (if issued) and monetary obligations, per the Developer's Agreement, taxing entities will receive their proportionate share of tax dollars for the base value and the tax incremental values.

Mechanisms are built within State Codified Law to ensure that school districts are held harmless by TIF districts for their General and Special Education Funds. For these purposes, law (SDCL 13-13-10.2) defines four classifications of TIFs:

- Economic Development - Any area where there is or will be one or more businesses engaged in any activity defined as commercial or industrial by the governing body that has zoning authority over the land contained within the tax incremental district
- Industrial - Any factory or any business engaged primarily in the manufacturing or assembly of goods, the processing of raw materials, and the wholesale distribution of products for resale
- Affordable Housing - Includes an area where:
 1. The original selling price of any house in the district will be at or below the first-time homebuyer purchase price limit being used by the South Dakota Housing Development Authority as of the date the house is sold; OR
 2. The monthly rental rate of all multifamily housing units in the district will be at or below the calculated rent for the state's eighty percent area median income as of the date the district is created, for a minimum of five years following the date of first occupancy.
- Local - Any tax incremental districts that do not fall under the other categories

All public school districts are funded through the State Aid to Education formula. The two primary channels of the formula are State Aid and Local Effort. Multiple agencies of the State of South Dakota calculate the amount of General Fund monies to be distributed to school districts each year through the State portion. Local effort is considered the amount of revenue that is generated by local property taxes at maximum levies.

If a TIF is classified as Economic Development, Industrial, or Affordable Housing, the school funding that would be generated by the increment valuation is considered lost local effort and is paid through the State Aid side of the formula. If a TIF is classified as Local, the affected school district funding must be recouped through local effort in the form of an additional levy added to the General and Special Education Funds. In either scenario, the school district receives the financial need associated with the increment valuation.

City of Deadwood TIF #11 will be classified as Economic Development; therefore, any lost local effort will be covered through the State Aid to Education Formula.

MAPS

The Conditions map, SDCL § 11-9-16(1), is included as Attachment 2.

The Improvements map, SDCL § 11-9-16(2), is included as Attachment 3.

The Zoning Change Map, SDCL § 11-9-16(3), is included as Attachment 4.

SUPPLEMENTARY FINDINGS

CHANGES TO CITY COMPREHENSIVE/MASTER PLAN MAP, BUILDING CODES & CITY ORDINANCES PER SDCL §11-9-16 (4)

No changes to City ordinances nor the City Master Plan are required.

LIST OF ESTIMATED NON-ELIGIBLE PROJECT COSTS

The following is a list of the non-Project Costs per SDCL § 11-9-16(5). All costs are listed as taxable value; actual non-project costs will exceed the following amounts.

Item	Amount
Hotel	\$8,000,000
TOTAL	\$8,000,000

STATEMENT OF DISPLACEMENT AND RELOCATION PLAN

No residents or families will be displaced by the Project. SDCL § 11-9-16(6)

PERFORMANCE BOND, SURETY BOND OR OTHER GUARANTY

As security for its fulfillment of the agreement with the governing body, a purchaser or lessee of redevelopment property may furnish a performance bond, with such surety and in such form and amount as the governing body may approve or make such other guaranty as the governing body may deem necessary in the public interest. This additional security may be provided for in a Developer's Agreement.

LIST OF SCHEDULES

SCHEDULE 1 - Estimated Project Cost

SCHEDULE 2 - Economic Feasibility Study & Estimated Captured Taxable Values

SCHEDULE 3 - Economic Development Study

SCHEDULE 4 - Fiscal Impact Statement

LIST OF ATTACHMENTS

Attachment 1 - Descriptions of Real Property

Attachment 2 - Conditions map, SDCL § 11-9-16(1)

Attachment 3 - Improvements map, SDCL § 11-9-16(2)

Attachment 4 - Zoning Change Map SDCL § 11-9-16(3)

SCHEDULE 1

DETAIL OF PROJECT COSTS

The following are estimate TIF eligible costs for the project as provided by the Project Engineers.

Tax Incremental District #11 Project Costs		
	Estimated Total Project Costs	Costs Allocated to TIF #11
Capital Costs		
Removals, Demolition & Mobilization	\$743,992	\$100,000
Sitework (Replacement of curb & gutter and heated sidewalks)	\$718,381	\$300,000
Building Construction / parking ramp	\$9,749,231	\$400,000
Parapet Finish	\$50,000	\$50,000
Window Customization / PTAC grate	\$75,000	\$75,000
Furniture/Fixtures/Equipment	\$2,064,446	
Wild Bill Statue Upgrades	\$100,000	\$100,000
Utilities including Electrical Switch and Transformer	\$150,000	\$150,000
Sub-Total	\$13,651,050	\$1,175,000
Contingency Costs	\$2,047,658	\$150,000
Total Capital Costs	\$15,698,708	\$1,325,000
Professional Fees		
Archeological Investigation	\$550,000	\$550,000
Total Capital and Professional Costs	\$16,248,708	\$1,875,000
Financing Costs (only District related / no admin)		
Interest at 5% for 20 Yrs.		\$1,202,424
Total TIF Costs Payable under TIF #11	\$16,798,708	\$3,077,424

**The allowable TIF expenditures are just estimates at this time and each line item can increased or decreased but the controlling value of the TIF Grant shall not exceed \$3,077,424 to prevent a recertification of the TIF Base Value.

Estimates TID Eligible of Project Costs Requested

The City of Deadwood has determined that this will be an economic development Tax Incremental District, thus the eligible cost will be in the form of an infrastructure grant that will not exceed \$3,077,424. This is a permitted use under SDCL 11-9-15.

11-9-15. Specific items included in project costs. Project costs include:

(1) Capital costs, including the actual costs of the construction of public works or improvements, buildings, structures, and permanent fixtures; the demolition, alteration, remodeling, repair, or reconstruction of existing buildings, structures, permanent fixtures; the acquisition of equipment; the clearing & grading of land; & the amount of interest payable on tax incremental bonds issued pursuant to this chapter until such time as positive tax increments to be received from the district, as estimated by the project plan, are sufficient to pay the principal of & interest on the tax incremental bonds when due;

(2) Financing costs, including all interest paid to holders of evidences of indebtedness issued to pay for project costs, any premium paid over the principal amount thereof because of the redemption of such obligations prior to maturity and a reserve for the payment of principal of and interest on such obligations in an amount determined by the governing body to be reasonably required for the marketability of such obligations;

(3) Real property assembly costs, including the actual cost of the acquisition by a municipality of real or personal property within a tax incremental district less any proceeds to be received by the municipality from the sale, lease, or other disposition of such property pursuant to a project plan;

(4) Professional service costs, including those costs incurred for architectural, planning, engineering, and legal advice and services;

(5) Imputed administrative costs, including reasonable charges for the time spent by municipal employees in connection with the implementation of a project plan;

(6) Relocation costs;

(7) Organizational costs, including the costs of conducting environmental impact and other studies and the costs of informing the public of the creation of tax incremental districts and the implementation of project plans; and

(8) Payments and grants made, at the discretion of the governing body, which are found to be necessary or convenient to the creation of tax incremental districts, the implementation of project plans, or to stimulate and develop the general economic welfare and prosperity of the state.

SCHEDULE 2

ECONOMIC FEASIBILITY STUDY & TAXABLE VALUE

The City has been asked to create a Tax Increment District to help offset the expansion associated with this project. This feasibility study provides that the Project Costs can be financed through tax increment financing under South Dakota Tax Incremental District Law (South Dakota Codified Laws Chapter 11-9). Tax increment financing is an indispensable self-financing tool used throughout the United States to help local governments successfully develop and redevelop areas and encourage economic development.

In tax increment financing, the current real property tax assessed value of all properties in a designated project area ("tax increment financing district") is established as the "base value." As development in the tax increment financing district increases the assessed values of the redeveloped properties, a portion of the additional tax revenue generated by the increase in assessed value over the base value is set aside and committed by the City to the reimbursement of approved project costs.

Tax increment financing is permitted only in connection with a "Project Plan" duly adopted by the City. The property is currently estimated to have a taxable value of \$3,484,490. The improvements to be made to the property are estimated to add to the assessed valuation. The estimated increment resulting from the improvements would be approximately \$8,000,000 in new value once fully developed. Since only positive tax increment will be applied, the proposed project is feasible.

All of the project costs are found to be necessary and convenient to the creation of the Tax Incremental District and the implementation of the project.

For purposes of this Project Plan, the Developer is projecting that the infrastructure and site improvements will be built fully developed by calendar year 2022.

The City's role is to simply act as a conduit for the revenue and pass on all positive increment to the Developer or to reimburse the City for their expenses, of which, will never exceed **\$3,077,424** in total payments, or 20 years, whichever comes first. The amount of \$3,077,424 will include all accrued and capitalized interest, regardless of the interest rate and the controlling total value of the TIF 11 will not exceed \$3,077,424

It is assumed that all obligations incurred by the Developer would be adequately secured as to allow the payment of principal and interest when due, whether by means of a taxable bond or loan. The actual repayment schedule may change, but all positive increment shall be passed onto the Developer and the Developer will bear the liability of any shortfall from the TIF Revenue. Utilizing the information regarding expected increment valuation and tax generation, it is possible to estimate an expected revenue stream that can be utilized to retire debt that will be created as a result of implementing the Project Plan.

City of Deadwood TID #11 is proven feasible based upon the projections made by the Developer, projecting a total in excess of \$3,077,424 in tax revenue during the life of the 20-year TIF. The calculations of the estimated tax increment valuation and tax generated for the TID can be found in the following tables. For purposes of this Project Plan, it is anticipated no increment generated by City TID #11 will be available until the earliest of calendar year 2022 and thereafter.

TID Tax Revenue Estimates Available for City of Deadwood

This project will have properties that are classified as Non-Ag Other.

City of Deadwood Tax Increment District #11 Revenue Assumptions

Assumed Base Value TID 11 \$ 3,484,490										
Construction Year	Valuation Year	Revenue Year	Valuation Increment	Total School "Other"	City of Deadwood	County Mill Rate	Sanitary District	Total Mill Rate*	Total Revenue Increment	Total Increment for Debt Service
2019	2020	2021	-	11.545	4.989	4.038	0.799	21.371	\$ -	\$ -
2020	2021	2022	8,000,000	11.545	4.989	4.038	0.799	21.371	\$170,968.00	\$ 170,968.00
2021	2022	2023	-	11.545	4.989	4.038	0.799	21.371	\$ -	\$ 170,968.00
2022	2023	2024	-	11.545	4.989	4.038	0.799	21.371	\$ -	\$ 170,968.00
2023	2024	2025	-	11.545	4.989	4.038	0.799	21.371	\$ -	\$ 170,968.00
2024	2025	2026	-	11.545	4.989	4.038	0.799	21.371	\$ -	\$ 170,968.00
2025	2026	2027	-	11.545	4.989	4.038	0.799	21.371	\$ -	\$ 170,968.00
2026	2027	2028	-	11.545	4.989	4.038	0.799	21.371	\$ -	\$ 170,968.00
2027	2028	2029	-	11.545	4.989	4.038	0.799	21.371	\$ -	\$ 170,968.00
2028	2029	2030	-	11.545	4.989	4.038	0.799	21.371	\$ -	\$ 170,968.00
2029	2030	2031	-	11.545	4.989	4.038	0.799	21.371	\$ -	\$ 170,968.00
2030	2031	2032	-	11.545	4.989	4.038	0.799	21.371	\$ -	\$ 170,968.00
2031	2032	2033	-	11.545	4.989	4.038	0.799	21.371	\$ -	\$ 170,968.00
2032	2033	2034	-	11.545	4.989	4.038	0.799	21.371	\$ -	\$ 170,968.00
2033	2034	2035	-	11.545	4.989	4.038	0.799	21.371	\$ -	\$ 170,968.00
2034	2035	2036	-	11.545	4.989	4.038	0.799	21.371	\$ -	\$ 170,968.00
2035	2036	2037	-	11.545	4.989	4.038	0.799	21.371	\$ -	\$ 170,968.00
2036	2037	2038	-	11.545	4.989	4.038	0.799	21.371	\$ -	\$ 170,968.00
2037	2038	2039	8,000,000	11.545	4.989	4.038	0.799	21.371	\$ -	\$ 170,968.00
									\$ 3,077,424.00	

* Assumes Mill Levies remain constant for the duration of the TIF

Note: The Increment Valuations above are for projection purposes only and do not reflect what the actual number(s) may be. These projection numbers have not been certified or assessed by the Lawrence County Director of Equalization.

*\$8,000,000 is the projected assessed valuation for the Hotel that will be completed in 2022

The hypothetical table listed below shows a borrowing amount of approximately \$1,875,000 at an interest rate of 5%, 95% assessment while using the 2019 mill levy payable. All of these factors are variable and could change each year. This table demonstrates that regardless if there is principle left to pay in 2039, the TIF will expire in 2039 or when a total payment of \$3,077,424 is passed on to the Developer.

Tax Increment Revenue Note

City of Deadwood Tax Increment Financing District Deadwood Hotels, LLC														
Note Date: 10/01/20		Current Valuation \$ -		TIF Revenue \$ 162,420										
Note Rate: 5.00%		Developed Valuation \$8,000,000		Semi Annual Revenue \$ 81,210										
Proceeds: \$1,875,000		Increment Value \$8,000,000												
Reserve Fund \$81,210		Percent of Value 95.00%		Percent Assessed in 1st year 50%										
Cap Interest \$315,156		Adjusted Valuation \$ 7,600,000		Revenue generate for 1st year \$ 81,210.00										
Fee's 0%		Mill Levy 0.021371		Semi Annual Revenue \$ 40,605.00										
Net Proceeds \$1,478,634														
NOTE AMORTIZATION							REVENUE BREAKDOWN			WORK COLUMNS				
Date	Principle	Interest	P & I	Semi-Annual Net Revenue	Interest Accrued Per Period	Loan Balance Outstanding	Cap Interest	Coverage @ 1.00x	Excess Coverage	Semi-Annual Net Tax Increment	Work Interest	PV To 10/01/20 5.00%	Semi-Annual Periods	
12/01/20	0.00	0.00	0.00	0.00	15,625.00	1,875,000.00	15,625.00	0.00	0.00	0.00	0.00	15,625	0	0.33
06/01/21	0.00	0.00	0.00	0.00	47,265.63	1,937,890.63	47,265.63	0.00	0.00	0.00	0.00	47,266	0	1.33
12/01/21	0.00	0.00	0.00	0.00	48,447.27	1,986,337.90	48,447.27	0.00	0.00	0.00	0.00	48,447	0	2.33
06/01/22	0.00	40,605.00	40,605.00	40,605.00	9,053.45	1,995,391.35	9,053.45	40,605.00	0.00	0.00	40,605.00	49,658	37,397	3.33
12/01/22	0.00	40,605.00	40,605.00	40,605.00	9,279.78	2,004,671.13	9,279.78	40,605.00	0.00	0.00	40,605.00	49,885	36,485	4.33
06/01/23	31,093.22	50,116.78	81,210.00	81,210.00	0.00	1,973,577.91	0.00	81,210.00	0.00	81,210.00	81,210.00	50,117	71,189	5.33
12/01/23	31,870.55	49,339.45	81,210.00	81,210.00	0.00	1,941,707.36	0.00	81,210.00	0.00	81,210.00	81,210.00	49,339	69,453	6.33
06/01/24	32,667.32	48,542.68	81,210.00	81,210.00	0.00	1,909,040.04	0.00	81,210.00	0.00	81,210.00	81,210.00	48,543	67,759	7.33
12/01/24	33,484.00	47,726.00	81,210.00	81,210.00	0.00	1,875,556.04	0.00	81,210.00	0.00	81,210.00	81,210.00	47,726	66,106	8.33
06/01/25	34,321.10	46,888.90	81,210.00	81,210.00	0.00	1,841,234.94	0.00	81,210.00	0.00	81,210.00	81,210.00	46,889	64,494	9.33
12/01/25	35,179.13	46,030.87	81,210.00	81,210.00	0.00	1,806,055.81	0.00	81,210.00	0.00	81,210.00	81,210.00	46,031	62,921	10.33
06/01/26	36,058.60	45,151.40	81,210.00	81,210.00	0.00	1,769,997.21	0.00	81,210.00	0.00	81,210.00	81,210.00	45,151	61,386	11.33
12/01/26	36,960.07	44,249.93	81,210.00	81,210.00	0.00	1,733,037.14	0.00	81,210.00	0.00	81,210.00	81,210.00	44,250	59,889	12.33
06/01/27	37,884.07	43,325.93	81,210.00	81,210.00	0.00	1,695,153.07	0.00	81,210.00	0.00	81,210.00	81,210.00	43,326	58,428	13.33
12/01/27	38,831.17	42,378.83	81,210.00	81,210.00	0.00	1,656,321.90	0.00	81,210.00	0.00	81,210.00	81,210.00	42,379	57,003	14.33
06/01/28	39,801.95	41,408.05	81,210.00	81,210.00	0.00	1,616,519.95	0.00	81,210.00	0.00	81,210.00	81,210.00	41,408	55,613	15.33
12/01/28	40,797.00	40,413.00	81,210.00	81,210.00	0.00	1,575,722.95	0.00	81,210.00	0.00	81,210.00	81,210.00	40,413	54,257	16.33
06/01/29	41,816.93	39,393.07	81,210.00	81,210.00	0.00	1,533,906.02	0.00	81,210.00	0.00	81,210.00	81,210.00	39,393	52,933	17.33
12/01/29	42,862.35	38,347.65	81,210.00	81,210.00	0.00	1,491,043.67	0.00	81,210.00	0.00	81,210.00	81,210.00	38,348	51,642	18.33
06/01/30	43,933.91	37,276.09	81,210.00	81,210.00	0.00	1,447,109.76	0.00	81,210.00	0.00	81,210.00	81,210.00	37,276	50,383	19.33
12/01/30	45,032.26	36,177.74	81,210.00	81,210.00	0.00	1,402,077.50	0.00	81,210.00	0.00	81,210.00	81,210.00	36,178	49,154	20.33
06/01/31	46,158.06	35,051.94	81,210.00	81,210.00	0.00	1,355,919.44	0.00	81,210.00	0.00	81,210.00	81,210.00	35,052	47,955	21.33
12/01/31	47,312.01	33,897.99	81,210.00	81,210.00	0.00	1,308,607.43	0.00	81,210.00	0.00	81,210.00	81,210.00	33,898	46,785	22.33
06/01/32	48,494.81	32,715.19	81,210.00	81,210.00	0.00	1,260,112.62	0.00	81,210.00	0.00	81,210.00	81,210.00	32,715	45,644	23.33
12/01/32	49,707.18	31,502.82	81,210.00	81,210.00	0.00	1,210,405.44	0.00	81,210.00	0.00	81,210.00	81,210.00	31,503	44,531	24.33
06/01/33	50,949.86	30,260.14	81,210.00	81,210.00	0.00	1,159,455.58	0.00	81,210.00	0.00	81,210.00	81,210.00	30,260	43,445	25.33
12/01/33	52,223.61	28,986.39	81,210.00	81,210.00	0.00	1,107,231.97	0.00	81,210.00	0.00	81,210.00	81,210.00	28,986	42,385	26.33
06/01/34	53,529.20	27,680.80	81,210.00	81,210.00	0.00	1,053,702.77	0.00	81,210.00	0.00	81,210.00	81,210.00	27,681	41,351	27.33
12/01/34	54,867.43	26,342.57	81,210.00	81,210.00	0.00	998,835.34	0.00	81,210.00	0.00	81,210.00	81,210.00	26,343	40,343	28.33
06/01/35	56,239.12	24,970.88	81,210.00	81,210.00	0.00	942,596.22	0.00	81,210.00	0.00	81,210.00	81,210.00	24,971	39,359	29.33
12/01/35	57,645.09	23,564.91	81,210.00	81,210.00	0.00	884,951.13	0.00	81,210.00	0.00	81,210.00	81,210.00	23,565	38,399	30.33
06/01/36	59,086.22	22,123.78	81,210.00	81,210.00	0.00	825,864.91	0.00	81,210.00	0.00	81,210.00	81,210.00	22,124	37,462	31.33
12/01/36	60,563.38	20,646.62	81,210.00	81,210.00	0.00	765,301.53	0.00	81,210.00	0.00	81,210.00	81,210.00	20,647	36,549	32.33
06/01/37	62,077.46	19,132.54	81,210.00	81,210.00	0.00	703,224.07	0.00	81,210.00	0.00	81,210.00	81,210.00	19,133	35,657	33.33
12/01/37	63,629.40	17,580.60	81,210.00	81,210.00	0.00	639,594.67	0.00	81,210.00	0.00	81,210.00	81,210.00	17,581	34,788	34.33
06/01/38	65,220.13	15,989.87	81,210.00	81,210.00	0.00	574,374.54	0.00	81,210.00	0.00	81,210.00	81,210.00	15,990	33,939	35.33
12/01/38	66,850.64	14,359.36	81,210.00	81,210.00	0.00	507,523.90	0.00	81,210.00	0.00	81,210.00	81,210.00	14,359	33,111	36.33
06/01/39	68,521.90	12,688.10	81,210.00	81,210.00	0.00	439,002.00	0.00	81,210.00	0.00	81,210.00	81,210.00	12,688	32,304	37.33
12/01/39	70,234.95	10,975.05	81,210.00	81,210.00	0.00	368,767.05	0.00	81,210.00	0.00	81,210.00	81,210.00	10,975	31,516	38.33
1,707,894.90				1,215,665.10	2,923,560.00	2,923,560.00	315,156.38	2,923,560.00		0.00	2,923,560.00		1,530,821	1,762,762
Total P&I plus Accrued Interest						3,238,716.38								

SCHEDULE 3

ECONOMIC DEVELOPMENT STUDY

Introduction

The City of Deadwood has been approached concerning the creation of a tax increment district (TID) located within the City limits. Per South Dakota Codified Law 11-9-8, the governing body must make a finding that not less than 50%, by area, of the real property within the district will stimulate and develop the general economic welfare and prosperity of the State through the promotion and advancement of industrial, commercial, manufacturing, agricultural and natural resources, and the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the district.

Study Area Boundary

The Project boundaries are described and depicted on the maps in Attachments 1 and 2 of this Plan.

Establishing Economic Development

South Dakota law describes economic development as activity that stimulates and develops the general economic welfare and prosperity of the state through the promotion and advancement of industrial, commercial, manufacturing, agricultural, or natural resources. The definition of Economic Development for State Aid to Education Formula purpose is any area where there is or will be one or more businesses engaged in any activity defined as commercial or industrial. The proposed City of Deadwood TID #11 meets both of these criteria. The area within the boundaries of the TIF is to be developed into a new hotel / commercial area.

The project will lie within the City of Deadwood, in particular on Main Street. The Project would expand the city's presence, retain a current substantial workforce, and is projected to bring a significant annual economic impact to the region.

The project is expected to be completed by 2022.

Finding That the Improvements to the Area Are Likely to Enhance Significantly the Value of Substantially All of The Other Real Property in The District

It is definitively found that once the improvements set forth within the Project Plan are initiated, the improvements will enhance significantly the value of substantially all of the other real property in the district. The City of Deadwood TID #11 will have a tremendous economic impact on the City's tourist destination with another major hotel flag to draw more people to the region.

Conditions Within the Study Area; Land Use and Planning Land Use, Planning and Comprehensive Plan

The City of Deadwood Comprehensive Plan is consistent with the proposed use of the District. See Attachment

Findings within the Project Area Analysis

It is found that not less than 50%, by area, of the real property within the District will stimulate and develop the general economic welfare and prosperity of the State of South Dakota through the promotion and advancement of industrial, commercial, manufacturing, agricultural, and natural resources. It is also found that the improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the District in accordance with SDCL 11-9-8.

The investment of about \$15,000,000+ in the Project area will stimulate and develop the general economic welfare and prosperity of the State through the promotion of employment and advancement of commerce during the construction period. The Project will enhance the community of Deadwood City by creating additional jobs and will have a substantial annual economic impact to the region and state.

SCHEDULE 4

FISCAL IMPACT STATEMENT FOR CITY OF DEADWOOD TID #11

Introduction

A fiscal impact statement shows the impact of the TID, both until and after the bonds or obligations are repaid, upon all entities levying taxes upon property in the District. The following fiscal impact statement is intended to provide only a brief analysis of the estimated impact of the Tax Increment District to the public pursuant to SDCL § 11-9-13(4). It is not intended to challenge a more detailed, complete financial analysis.

Definitions

"Assumptions" means factors or definitions used in the fiscal analysis. Assumptions may include facts and figures identified by the District and educated guesses that are sometimes necessary when not all of the information is available. Assumptions are often used to extrapolate an estimate. Assumptions may include an estimate of tax levies of each taxing entity, the school aid formula contribution, the value of the real property, etc.

"Base Revenues" means the taxes collected on the base value.

"Fiscal Impact" means the increase or decrease in revenues and generally refers to an impact to revenues caused by the district.

"Revenue" means ad valorem taxes.

"Tax Increment District" means City of Deadwood Tax Increment District Number #11.

"Taxing Districts" means all political subdivisions of the state which have ad valorem taxing power over property within the boundaries of the Tax Increment District.

"Tax Increment Revenues" means all revenues above the Base Revenues.

Assumptions

1. The property will have improvements, which at completion, are estimated at taxable purposes up to \$8,000,000
2. The average tax levy of all taxing districts will be approximately \$21 per thousand dollars of taxable valuation.
3. Tax increment will start to be collected in 2022 and end prior to 2039.
4. The discretionary formula will be waived by Developer.

SCHEDULE 5

ESTIMATED CAPTURED TAXABLE VALUES

For purposes of this Project Plan, Developer assumes that **Developer will elect not to use the real property tax discretionary formula, should the City or County have one**

* Actual valuation shall depend upon the value determined by the Lawrence County Director of Equalization when assessed, with the application of dollars-per-thousand from local taxes. All tax increment revenues shall be from Generally Applicable Taxes attributable to the improvements to be constructed in the TID. The potential for total increment collections are estimated to be at the maximum range of \$3,077,424 covering a span of captured tax years not to exceed 20. Collection is anticipated to begin in 2022, and the schedule carries out the tax captured 20 years from the date of Plan adoption.

The following dollars-per-thousand rates are the current taxing rates of the local taxing jurisdictions for Non-AG Other property types:

2019 Property Tax Rate

2018 Payable in 2019	\$ per \$1,000 assessed
City of Deadwood	\$ 4.989
Lawrence County	\$ 4.038
Fire District	\$.799
<u>School District "Other"</u>	<u>\$ 11.545</u>
Total Tax Levy	\$ 21.371

Utilizing the information regarding expected increment valuation and tax generation, it is possible to generate an expected revenue stream that can be utilized to retire debt that will be created as a result of implementing the Project Plan.

ATTACHMENT 1

DESCRIPTIONS OF REAL PROPERTY:

LOTS 1, 2, 3, 4 AND 5, BLOCK 11, CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA, ACCORDING TO P.L. ROGERS MAP AND AS SHOWN ON PLAT BOOK 3 PAGE 642 AND A TRIANGULAR STRIP ADJOINING LOT 1 FURTHER DESCRIBED AS FOLLOWS: "BEGINNING AT A POINT ON COURSE 1 OF M.S. 216 FROM WHICH POINT CORNER NO. 4 OF M.S. 216 BEARS N. 8° 24' W. A DISTANCE OF 201 FEET; THENCE S 42° 58' E. A DISTANCE OF 123 FEET TO CORNER NO. 2; THENCE N. 63° 28' W. A DISTANCE OF 110 FEET TO CORNER NO. 3; THENCE 19° 32' E. A DISTANCE OF 44 FEET TO CORNER NO. 1 THE PLACE OF BEGINNING ACCORDING TO THE OFFICIAL PLAT OF P.L. ROGERS AND AS SHOWN ON PLAT BOOK 3 PAGE 642 BEING A PORTION OF M.S. 216 IN THE CITY OF DEADWOOD, EXCEPT THAT PORTION DEEDED TO THE STATE OF SOUTH DAKOTA AS SET OUT IN BOOK 376 PAGE 600, BEING A PORTION OF M.S. 216";

Lots 1 and 2, Four Point Subdivision, Original Town of Deadwood, Lawrence County, South Dakota;

Lots 7, 9, 11, 17 and 19 in Block 13, EXCEPTING therefrom the North 70 feet of said Lot 19, Original Town, City of Deadwood, Lawrence County, South Dakota, according to the official plat of P.L. Rogers of Deadwood;

LOTS 13, 15, 21, AND 23 AND THE NORTHERLY 70 FEET OF LOT 19 IN BLOCK 13, ORIGINAL TOWN OF THE CITY OF DEADWOOD, ACCORDING TO P.L. ROGERS MAP OF THE CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA;

LOTS 25, 27, 29, 31 AND 33, ALL IN BLOCK 13 OF THE CITY OF DEADWOOD, ACCORDING TO P.L. ROGERS MAP OF THE CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA;

PROBATE LOT 186 LOCATED IN THE CITY OF DEADWOOD, ACCORDING TO THE P.L. ROGERS MAP OF SAID CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA;

Lots A and C of probate lot 227, City of Deadwood, Lawrence County, South Dakota;

SCHOOL LOT 66 LOCATED IN THE CITY OF DEADWOOD, ACCORDING TO THE P.L. ROGERS MAP OF SAID CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA;

Lots 32, 34, 36, 38, 40, 42 and 44, Block 12, O.T., City of Deadwood, Section 23, Township 5 North, Range 3 East, B.H.M., Lawrence County, South Dakota;

Lot 35, Block 13, O.T., City of Deadwood, Section 23, Township 5 North, Range 3 East, B.H.M., Lawrence County, South Dakota;

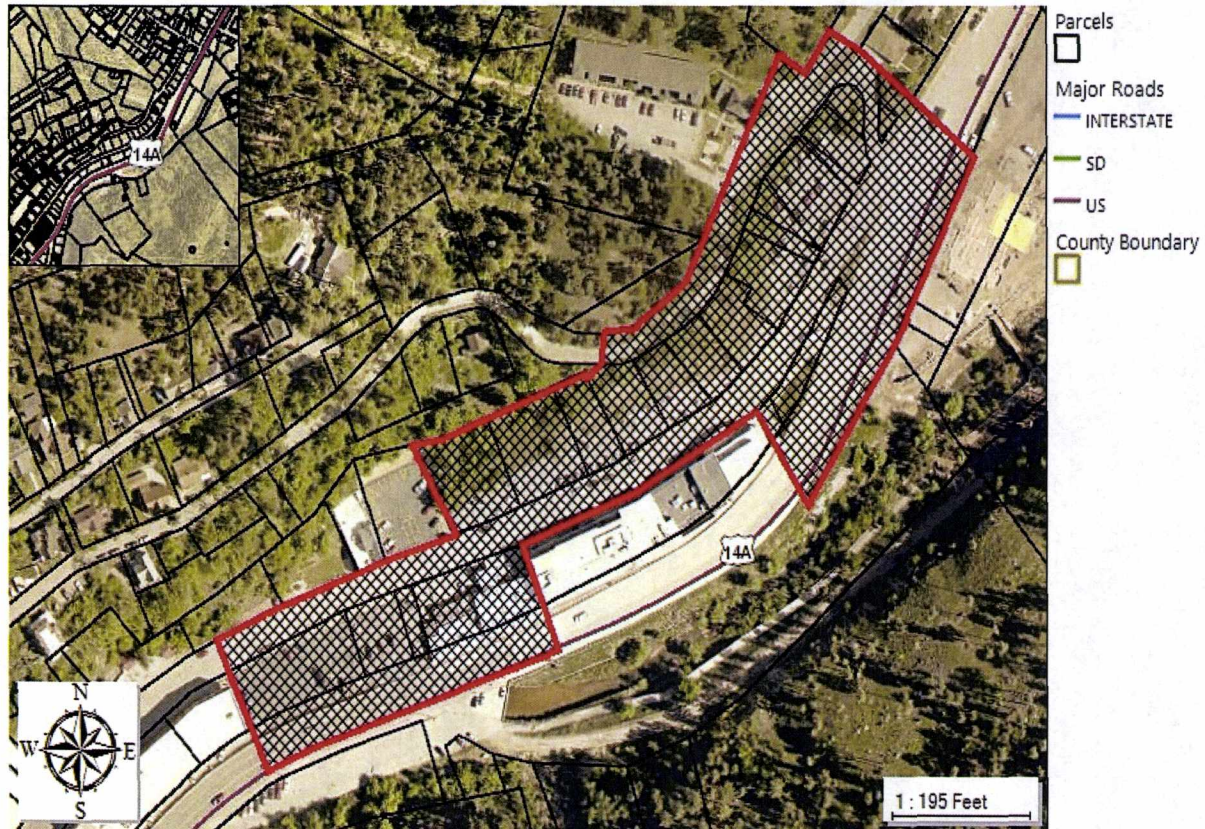
Lots 6 and 7, Block 11, O.T., City of Deadwood, located in the SW $\frac{1}{4}$ of Section 23, Township 5 North, Range 3 East, B.H.M., Lawrence County, South Dakota.

All Located in the City of Deadwood, Section 23, Township 5 North, Range 3 East Black Hills Meridian, Lawrence County, South Dakota including within and adjacent rights-of-ways.

ATTACHMENT 2

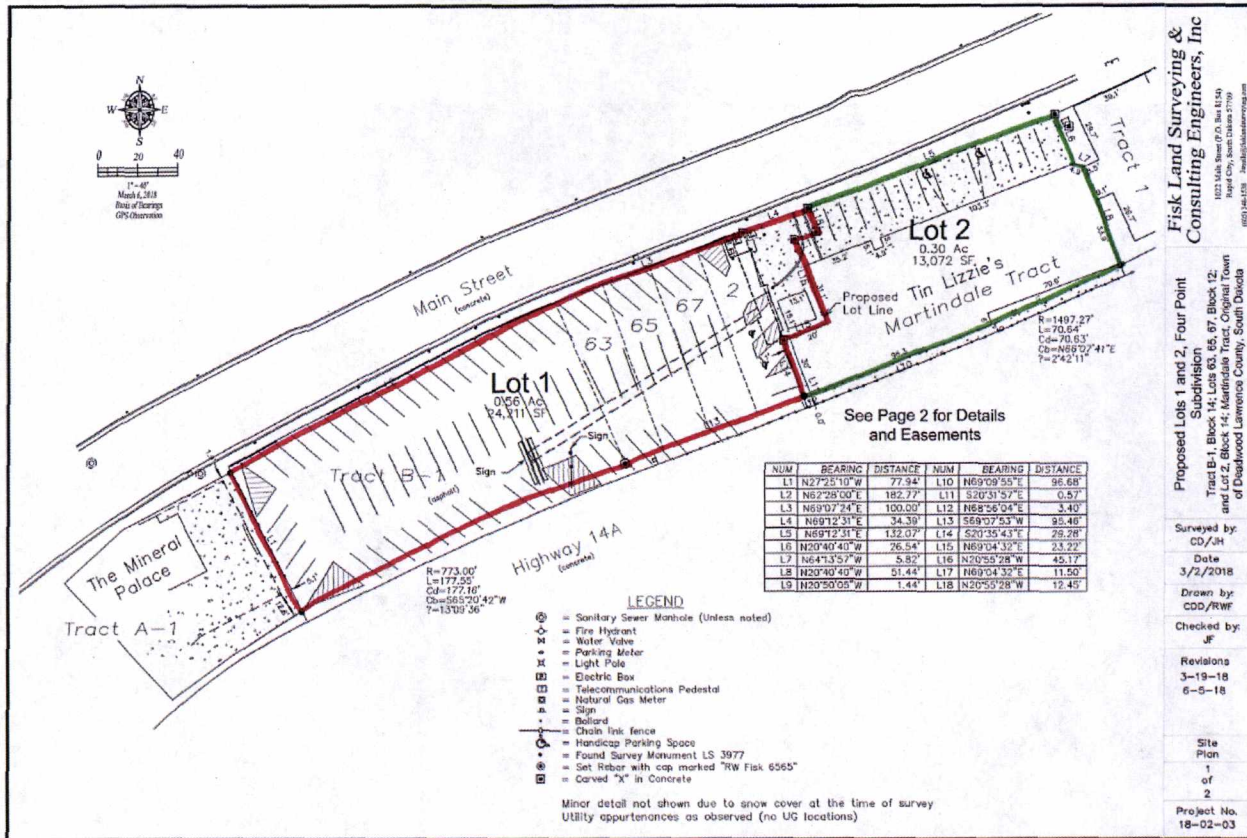
Conditions picture for City of Deadwood Tax Incremental District #11, SDCL § 11-9-16(1)

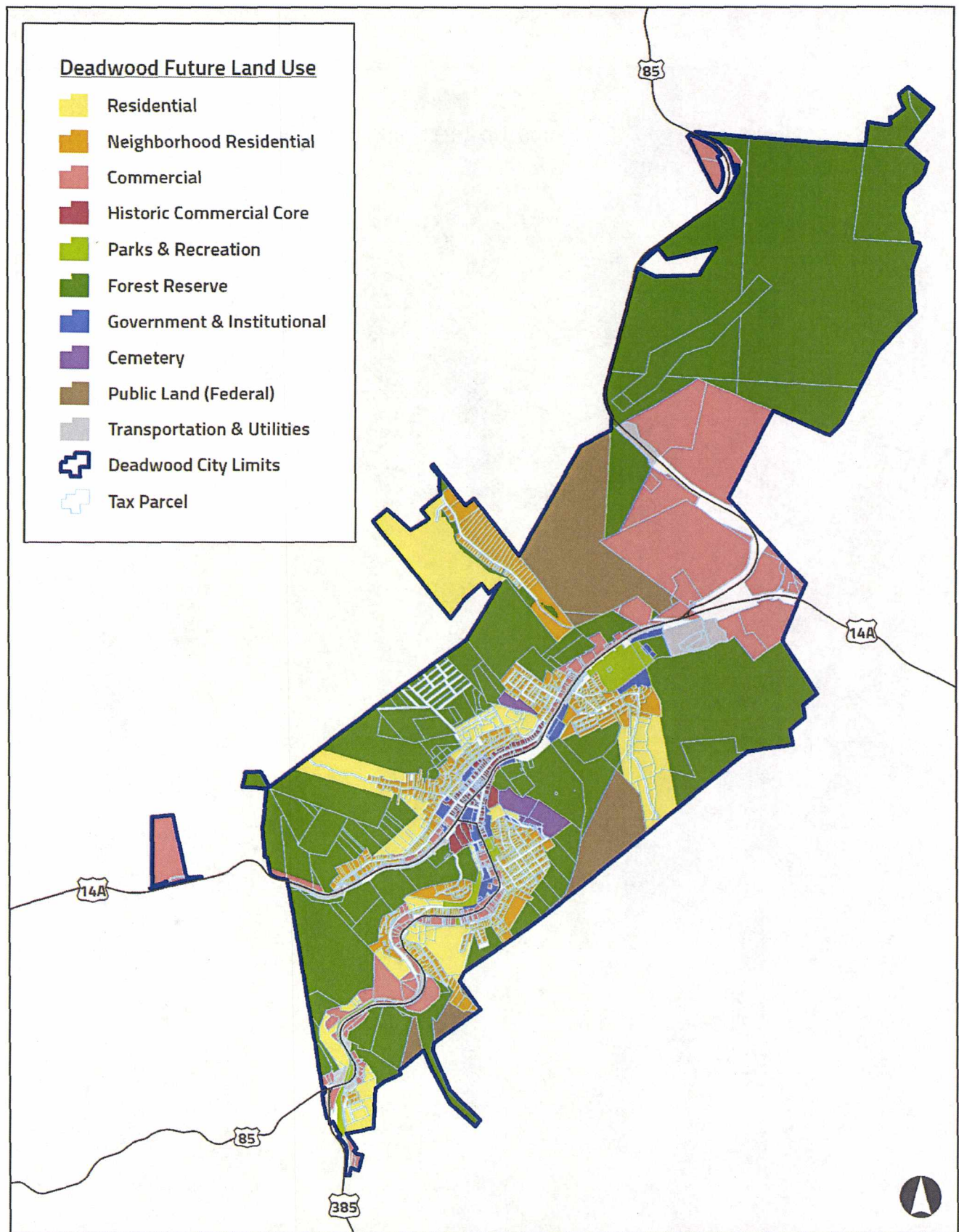
The following is a picture showing the current conditions of the proposed location of TIF #11



ATTACHMENT 3

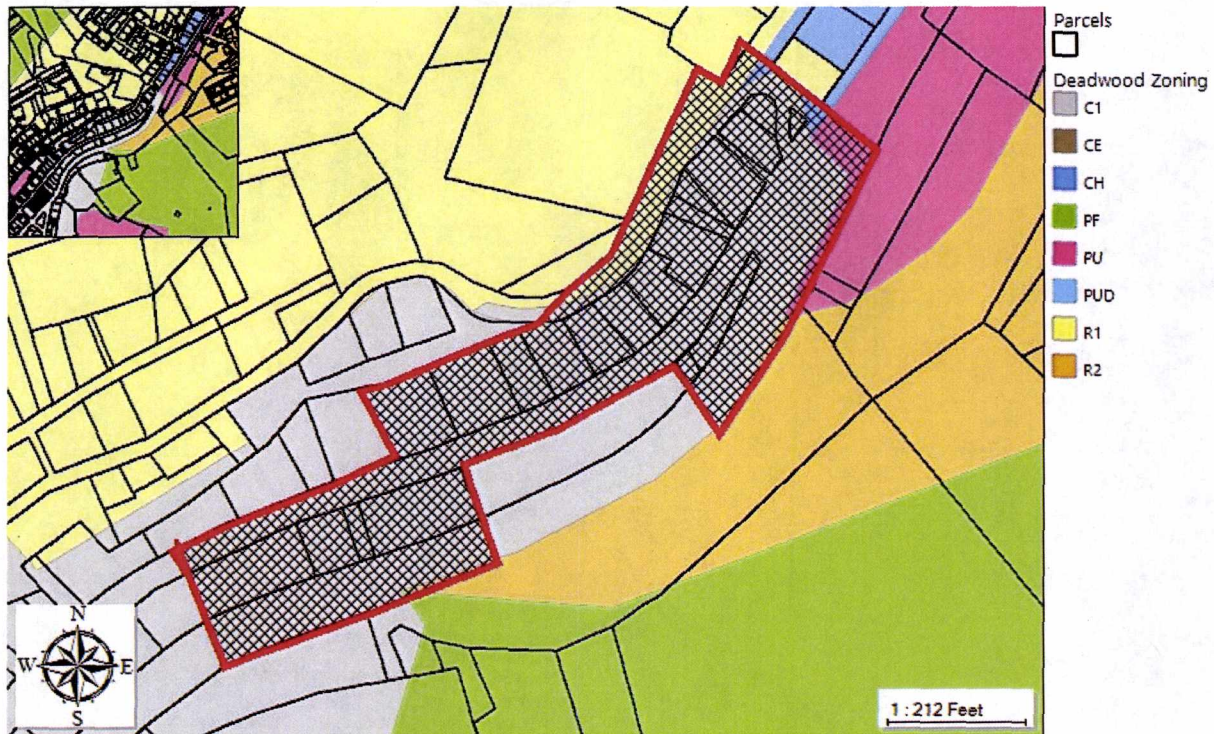
All Improvements will be within the City of Deadwood District #11, SDCL § 11-9-16(2).





ATTACHMENT 4

Zoning Change Map for City of Deadwood Tax Incremental District #11, SDCL § 11-9-16(2).



DEVELOPMENT AGREEMENT
(ANNUAL APPROPRIATION GRANT)

BETWEEN
THE CITY OF DEADWOOD, SOUTH DAKOTA
AND DEADWOOD HOTELS, LLC
CONCERNING
TAX INCREMENT DISTRICT NUMBER 11
CITY OF DEADWOOD, SOUTH DAKOTA

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THIS DEVELOPMENT AGREEMENT, pursuant to Resolution No. _____, passed and approved on _____, is entered into by and between the **CITY OF DEADWOOD** a South Dakota, a municipal corporation (hereinafter called "CITY"); and Deadwood Hotels, LLC, 502 West Boulevard, Rapid City, SD 57701 (hereinafter referred to as "DEVELOPER");

WITNESSETH:

WHEREAS, CITY recognizes the importance of its continued role in economic development; and

WHEREAS, by Resolution No. _____, dated _____, pursuant to Chapter 11-9 of the South Dakota Codified Laws (as amended), (hereinafter called the "Act"), CITY created Tax Increment District Number ____ (the "District") in accordance with the Act, to promote development of the TID Property, which development would not otherwise occur solely through private investment in the reasonably foreseeable future ("TID"); and

WHEREAS, the Act authorizes the expenditure of funds derived within a TID for the payment of expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the CITY establishing TID, for grants, costs of public works or public improvements in the TID, plus other costs incidental to those expenditures and obligations, consistent with the project plan of the TID, which expenditures and monetary obligations constitute project costs, as defined in Section 11-9-14 of the Act ("Project Costs"); and

WHEREAS, on _____, by a CITY Resolution, the City adopted and approved the Tax Increment Project Plan providing for development of TID Property.

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits contained in this Agreement, CITY and DEVELOPER hereby agree as follows:

Article I. DEFINITIONS

Unless the context otherwise requires, the terms defined in this Article I shall, for all purposes of this Agreement and of any amendment, have the meanings herein specified:

"CITY" and "DEVELOPER" shall have the meanings specified above.

"Act" shall mean the Chapter 11-9 of the South Dakota Codified Laws, as defined above and as may be amended from time to time.

"Agreement" shall mean this document by and among CITY and DEVELOPER, which may be amended from time to time, pursuant to the provisions contained herein and which and a grant under Section 11-9-1(3) of the Act.

"Available Tax Increment Funds" shall mean the positive tax increments of the District;

"Construction Schedule" shall mean the timetable for constructing the improvements specified in the Project Plan and this Agreement, which timetable is more particularly set forth in Exhibit C,

attached hereto and incorporated herein for all purposes and which timetable may be amended from time to time pursuant to the provisions of this Agreement.

“District” means Tax Increment District Number 11 of the City.

“Effective Date” shall mean the twentieth (20th) day after publication by the CITY’s City Council of the Resolution authorizing the execution of this Agreement by CITY.

“Grant” shall have the meaning set forth in the Act.

“Phase” shall mean a portion of the Project that is being constructed by DEVELOPER normally being a set number of units or acres out of the TID Property being constructed together during a specific timeline.

“Project” shall have the meaning specified in paragraph 3.1 of this Agreement, and as more specifically detailed in the Project Plan as (either or both) may be amended from time to time.

“Project Costs” shall have the meaning specified above.

“Project Plan” shall mean the final Project Plan as defined in the Act, as approved and as may be amended from time to time by the CITY.

“Public Infrastructure Improvements” shall have the meaning specified in Paragraph 3.02 of this Agreement, and as more specifically detailed in Exhibit B, the Project Plan as (either or both) may be amended from time to time.

“TID” shall have the meaning specified above.

“TID Property ” shall mean the real property subject to the Project Plan, which is more particularly described in Exhibit A.

Singular and Plural: Words used herein in the singular, where the context so permits, also includes the plural and vice versa, unless otherwise specified.

Article II. OBLIGATION AND REPRESENTATIONS

Section 2.01 Annual Appropriation Grant. Subject to annual appropriation, CITY agrees to pay to DEVELOPER Available Tax Increment Funds revenues it receives for the District for the then current fiscal year, the total of Annual Appropriations shall not exceed \$3,077,424 or until the time set forth in Article XXIV. Should the City elect not to appropriate the Grant to the developer in any given year, the TIF will terminate.

THIS AGREEMENT DOES NOT CONSTITUTE A DEBT WITHIN THE MEANING OF ARTICLE 13 SECTION 4 OF THE SOUTH DAKOTA CONSTITUTION. NO OBLIGATION IS CREATED BEYOND A FISCAL YEAR IN WHICH AN ANNUAL

APPROPRIATION HAS BEEN MADE.

Section 2.02 Grant. The right to receive the Available Tax Increment Funds referred to in Section 2.01 is a grant under the Act and is subject to annual appropriation by the CITY. The Grant is a personal property right vested with DEVELOPER on the date of execution of this Agreement. The Grant shall constitute a specific project cost under the Act and is deemed made on the date of the execution of this Agreement. Nothing in this Agreement obligates the City to mandatorily annually appropriate. Each Grant is at the discretion of the City Council on an annual appropriation basis.

Section 2.03 No Certificated Tax Increment Revenue Bonds. CITY and DEVELOPER represent that they understand and agree that the CITY shall not issue any certificated tax increment revenue bonds to cover any costs directly or indirectly related to DEVELOPER's improvement of the TID under this Agreement. This agreement shall constitute the only obligation.

Section 2.04 Tax Increment District Number 11. CITY represents to DEVELOPER that as of the date hereof that the TID is a Tax Increment District established by CITY pursuant to Resolution Number _____, passed and approved on _____, and has authority to carry on the functions and operations contemplated by this Agreement.

Section 2.05 Developer's Representations. DEVELOPER represents to CITY:

- (a) that DEVELOPER is an entity organized in the State of South Dakota;
- (b) that DEVELOPER has the authority to enter into this Agreement and to perform the requirements of this Agreement;
- (c) that DEVELOPER's performance under this Agreement shall not violate any applicable judgment, order, law or regulation;
- (d) that DEVELOPER's performance under this Agreement shall not result in the creation of any claim against CITY for money or performance, any lien, charge, encumbrance or security interest upon any asset of CITY; and
- (d) that DEVELOPER shall have sufficient capital to perform all of its obligations under this Agreement when it needs to have said capital; and that DEVELOPER owns the TID Property.

Section 2.06 Approvals. CITY and DEVELOPER represent each to the others that the execution, delivery, and performance of this Agreement on its part does not require consent or approval of any person that has not been obtained.

Section 2.07 Assignment of Payments. The CITY represents that DEVELOPER may rely upon the payments to be made to it out of the Available Tax Increment Funds as specified in this Agreement and that DEVELOPER may assign its rights to such payments, either in full or in trust, for the purposes of financing its obligations related to this Agreement, but DEVELOPER's right

to such payments is subject to the other limitations of this Agreement including the annual appropriation. The CITY will issue a check or other form of payment made payable to the DEVELOPER or its assigns.

Section 2.09 Continued Cooperation. CITY and DEVELOPER represent each to the others that it shall make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires its continued cooperation.

Section 2.10 Completion of Improvements. CITY and DEVELOPER represent that they understand and agree that DEVELOPER shall diligently work to successfully complete any and all required improvements in accordance with the Construction Schedule attached as Exhibit C.

Section 2.11 No General Obligation of the CITY. DEVELOPER represents that it understands that any contributions made by DEVELOPER in anticipation of reimbursement from Available Tax Increment Funds shall not be, nor construed to be, a general obligation of the CITY. The Agreement is payable only out of the special fund created under §11-9-31 of the Act. **THIS AGREEMENT SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE CITY NOR A CHARGE AGAINST ITS GENERAL TAXING POWER.** DEVELOPER shall bear all risks associated with reimbursement, including, but not limited to: incorrect estimates of tax increment, changes in tax rates or tax collections, changes in state law or interpretations thereof, changes in market or economic conditions impacting the project, changes in interest rates or capital markets, changes in building code requirements, changes in the governing body of the City, default by third parties, unanticipated effects covered under legal doctrine of force majeure, and/or other unanticipated factors.

Section 2.12 Pledge of the State. The State of South Dakota pursuant to Section 11-9-39.1 of the Act has pledged not alter any of the rights vested in this Agreement until they are fully met and discharged.

Article III. THE PROJECT

Section 3.01 The Project. The Project shall constitute and include the design, construction, assembly, installation and implementation of project described on Exhibit A.

Section 3.02 The Public Infrastructure Improvements. The Public Infrastructure Improvements shall constitute and include the design, construction, assembly, installation and implementation of the project costs described on Exhibit B.

Section 3.03 Construction of the Public Infrastructure Improvements. Public Infrastructure Improvements shall be constructed by the DEVELOPER through private contract. The CITY shall not bid nor contract any improvement described in this Agreement.

Section 3.04 Financing of the Project. The cost of the Project and Public Infrastructure Improvements and all other improvement expenses associated with the Project shall be through the use of DEVELOPER's own capital or through commercial or private construction loans/lines

of credit secured solely by DEVELOPER. DEVELOPER may use any or part of the TID Property as collateral for the construction loan or loans as required for the financing of the Project. THESE AVAILABLE TAX INCREMENT FUND PAYMENTS MADE TO DEVELOPER ARE NOT INTENDED TO REIMBURSE DEVELOPER FOR ALL OF ITS COSTS INCURRED IN CONNECTION WITH PERFORMING ITS OBLIGATIONS UNDER THIS AGREEMENT.

Section 3.05 CITY Costs. There shall be no CITY costs financed with the Tax Increment District. The CITY shall reimburse its self from Available Tax Increment Funds for imputed administrative costs in the amount of \$10,000 which shall occur on or before the twentieth anniversary of the creation of the Tax Increment District.

Article IV. DUTIES AND OBLIGATIONS OF DEVELOPER

(a) DEVELOPER agrees to complete, or cause to be completed, the improvements described in the Project Plan and this Agreement. DEVELOPER agrees to provide, or cause to be provided, all materials, labor, and services for completing the Project. DEVELOPER also agrees to obtain or cause to be obtained, all necessary permits and approvals from CITY and/or all other governmental agencies having jurisdiction over the construction of improvements to the TID Property.

(b) DEVELOPER shall prepare, or cause to be prepared plans and specifications for the Public Infrastructure Improvements in each Phase prior to starting any construction in said Phase. DEVELOPER shall not commence any construction on the Project until the plans and specifications for each Phase have been approved in writing by the appropriate department of CITY.

(c) DEVELOPER agrees to supervise the construction of the Project and cause the construction to be performed substantially in accordance with the Project Plan and the plans and specifications approved by the appropriate department of CITY. DEVELOPER also agrees to provide periodic reports of such construction to CITY upon reasonable request.

(d) DEVELOPER shall be responsible for paying, or causing to be paid, to CITY and all other governmental agencies the cost of all applicable permit fees and licenses required for construction of the Project.

(e) DEVELOPER agrees to commence and complete the Project in accordance with the Construction Schedule. If substantial completion of the Project is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, fire or other casualty, court injunction, necessary condemnation proceedings, interference by third parties, or any circumstances reasonably beyond DEVELOPER's control, then at CITY's reasonable discretion, the deadlines set forth in the Construction Schedule shall be extended by the period of each such delay.

(f) DEVELOPER shall pay monthly rates and charges for all utilities (such as water, electricity,

and sewer services) used by DEVELOPER in regard to the development of the TID Property for all areas owned by DEVELOPER during construction of the Project, and for so long as DEVELOPER owns those areas.

(g) DEVELOPER shall cooperate with the CITY in providing all necessary information to CITY in order to assist the CITY in complying with this Agreement.

(h) DEVELOPER shall submit written annual reports, starting no later than thirty (30) days following the end of the fiscal year in which the TID was created detailing the amount of Available Tax Increment Funds received and the amounts thereof applied to pay DEVELOPER'S principal and interest on its private financing.

Article V. DUTIES AND OBLIGATIONS OF THE CITY.

The CITY hereby pledge all Available Tax Increment Funds as full reimbursement to DEVELOPER, up to the maximum total amount specified in this Agreement, subject to Article II, Section 2.01.

The City retains the right to defend the validity of the Tax Increment District or to decline to defend the validity of the Tax Increment District at its discretion, should it be challenged.

Article VI. INSURANCE

DEVELOPER shall maintain a policy of liability insurance, acceptable to the CITY, with liability limits of at least one million dollars \$2,000,000.00 that names the City of Deadwood as an additional insured. Such a policy shall remain in effect until the CITY accepts the improvements.

Article VII. DEFAULT AND TERMINATION

In the event that DEVELOPER fails to commence construction of the Project, fails to complete construction of the Project, or fails to perform any other obligation pursuant to the terms of this Agreement, CITY may terminate this Agreement if DEVELOPER does not take adequate steps to cure its failure within ninety (90) calendar days after receiving written notice from CITY requesting the failure be cured.

Article VIII. INDEMNIFICATION

DEVELOPER covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, CITY (and the elected officials, employees, officers, directors, and representatives of CITY) from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to DEVELOPER's negligence, willful misconduct or criminal conduct in its activities under this Agreement, including any such acts or omissions of DEVELOPER, any agent, officer, director, representative, employee, consultant or subconsultants of DEVELOPER, and their respective officers, agents, employees,

directors and representatives while in the exercise or performance of the rights or duties under this Agreement, all without, however, waiving any governmental immunity available to CITY under South Dakota Law and without waiving any defenses of the parties under South Dakota Law. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. DEVELOPER shall promptly advise CITY in writing of any claim or demand against CITY related to or arising out of DEVELOPER's activities under this Agreement and shall see to the investigation and defense of such claim or demand at DEVELOPER's cost to the extent required under the Indemnity in this paragraph. CITY shall have the right, at their option and at their own expense, to participate in such defense without relieving DEVELOPER of any of its obligations under this paragraph.

Article IX. SITE INSPECTION

DEVELOPER shall allow CITY reasonable access to the TID Property owned or controlled by DEVELOPER for inspections during and upon completion of construction of the Project and to documents and records necessary for CITY to assess DEVELOPER's compliance with this Agreement.

Article X. LIABILITY

As between CITY and DEVELOPER, DEVELOPER shall be solely responsible for compensation payable to any employee or contractor of DEVELOPER, and none of DEVELOPER's employees or contractors will be deemed to be employees or contractors of CITY as a result of the Agreement. To the extent permitted by South Dakota law, no director, officer, employee or agent of CITY shall be personally responsible for any liability arising under or growing out of this Agreement.

Article XI. EXAMINATION OF RECORDS

CITY reserves the right to conduct examinations, during regular business hours and following notice to DEVELOPER by CITY, of the books and records related to this Agreement no matter where books and records are located.

Article XII. NON-WAIVER

Any provision of this Agreement may be amended or waived if done in writing and is signed by CITY, through a Resolution passed and approved by its City Council and DEVELOPER. No course of dealing on the part of CITY, or DEVELOPER nor any failure or delay by CITY or DEVELOPER in exercising any right, power, or privilege under this Agreement shall operate as a waiver of any right, power or privilege owing under this Agreement.

Article XIII. ASSIGNMENT

(a) All covenants and agreements contained herein by CITY shall bind their successors and

assigns and shall inure to the benefit of DEVELOPER and their successors and assigns.

(b) CITY may assign their rights and obligations under this Agreement, to any governmental Entity without prior consent of DEVELOPER. If CITY assigns their rights and obligations under this Agreement then CITY will send DEVELOPER written notice of such assignment within fifteen (15) days of such assignment.

(c) Any restrictions herein on the transfer or assignment of DEVELOPER's interest in this Agreement shall not apply to and shall not prevent the assignment of this Agreement to any corporation or other entity with which DEVELOPER may merge or consolidate or that may succeed to a controlling interest in the business of DEVELOPER; nor shall the foregoing apply to or prevent DEVELOPER from assigning the proceeds of this Agreement to a lending institution or other provider of capital in order to obtain financing for the Project. In no event, however, shall CITY be obligated in any way to the aforementioned financial institution or other provider of capital.

Article XIV. CONFLICT OF INTEREST

DEVELOPER acknowledges that the Charter of CITY and its ethics code prohibit a CITY officer or employee from having a financial interest in any contract with the CITY or any CITY agency such as CITY-owned utilities. DEVELOPER warrants and certifies, and this Agreement is made in reliance thereon, that they, their officers, employees and agents are neither officers nor employees of CITY as prohibited above.

Article XV. ENTIRE AGREEMENT

This written Agreement, embodies the final and entire agreement between the parties hereto and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. The exhibits attached to this Agreement are incorporated herein and shall be considered a part of this Agreement for the purposes stated herein, except that if there is a conflict between an exhibit and a provision of this Agreement, the provision of this Agreement shall prevail over the exhibit.

Article XVI. CHANGES AND AMENDMENTS

Except when the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall be by amendment in writing executed by CITY and DEVELOPER and evidenced by passage of a subsequent CITY Resolution, as to CITY's approval.

It is understood and agreed by the parties hereto that changes in local, state and federal rules, regulations or laws applicable to DEVELOPER's services hereunder may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto and shall become a part hereof as of the effective date of the rule, regulation or law.

Each annual appropriation which is made more than five years after the District has been created shall constitute an amendment described in SDCL § 11-9-3. Since no additional project costs will be provided for in the amendment, SDCL § 11-9-23 shall not apply and no further action by the City will be required.

Article XVII. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the charter, code, or Ordinances of CITY, then and in that event it is the intent of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intent of the parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a similar clause or provision as may be possible, legal, valid and enforceable.

Article XVIII. LEGAL AUTHORITY

Each person executing this Agreement on behalf of the CITY and DEVELOPER, represents, warrants, assures and guarantees that he has full legal authority to (i) execute this Agreement on behalf of CITY and/or DEVELOPER, respectively, and (ii) to bind CITY and/or DEVELOPER to all of the terms, conditions, provisions and obligations herein contained.

Article XIX. VENUE AND GOVERNING LAW

THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF SOUTH DAKOTA. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in Lawrence County, South Dakota.

Article XX. TAXES & LICENSES

DEVELOPER shall pay, on or before their respective due dates, to the appropriate collecting authority all Federal, State, and local taxes and fees that are now or may hereafter be levied upon the TID Property or upon DEVELOPER or upon the business conducted on the TID Property, or upon any of DEVELOPER's property used in connection therewith, including employment taxes; and DEVELOPER shall maintain in current status all federal State, and local licenses and permits required for the operation of the business conducted by DEVELOPER.

Article XXI. PARTIES' REPRESENTATIONS

This Agreement has been jointly negotiated by the CITY and DEVELOPER and shall not be construed against a party because that party may have primarily assumed responsibility for the drafting of this Agreement.

Article XXII. NOTICE

Any notice sent under this Agreement shall be written and mailed with sufficient postage, sent by certified mail, return receipt requested, documented facsimile or delivered personally to an officer of the receiving party at the following addresses:

CITY

City of _____
_____ Office

Phone: _____

Fax: _____

DEVELOPER

_____, _____

Fax: (____) _____

Each party may change its address by written notice in accordance with this Article. Any communication delivered by facsimile transmission shall be deemed delivered when receipt of such transmission is received if such receipt is during normal business hours or the next business day if such receipt is after normal business hours. Any communication so delivered in person shall be deemed received when receipted for by or actually received by an officer of the party to whom the communication is properly addressed. All notices, requests or consents under this Contract shall be (a) in writing, (b) delivered to a principal officer or managing entity of the recipient in person, by courier or mail or by facsimile, telegram, telex, cablegram or similar transmission, and (c) effective only upon actual receipt by such person's business office during normal business hours. If received after normal business hours, the notice will be considered to have been received on the next business day after such delivery. Whenever any notice is required to be given by applicable law or this Contract, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Each party shall have the right from time to time and at any time to change its address by giving at least 15 days' written notice to the other party.

Article XXIII. CAPTIONS

All captions used herein are only for the convenience of reference and shall not be construed to have any effect or meaning as to the agreement between the parties hereto.

Article XXIV. TERM

The term of this Agreement shall commence on the Effective Date and end on the date which is the earlier to occur of the following:

- (i) the date which all monetary obligations under this Agreement have been paid and CITY expenditures reimbursed; or
- (ii) the date this Agreement is terminated as provided in Article VIII; or
- (iii) 20 years from the creation of the District or pursuant to Article II, Section 2.01

Article XXV. REFUNDING

This Agreement may be refunded at any time pursuant to SDCL 6-8B.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be duly executed this _____ day of August, 20____.

CITY OF _____

Mayor

ATTEST:

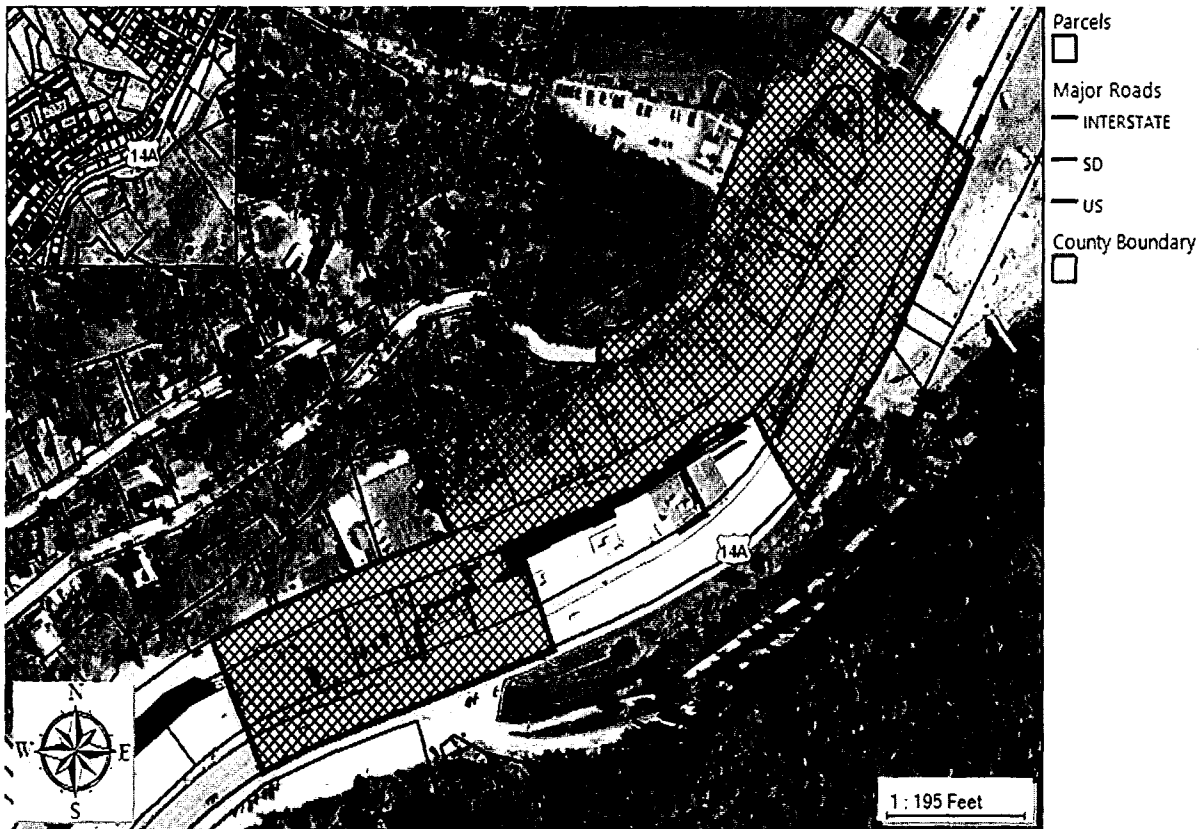
City Finance Officer
SEAL

**COUNTER SIGNED
RESIDENT ATTORNEY**

By:
Its:

EXHIBIT A

Project Site



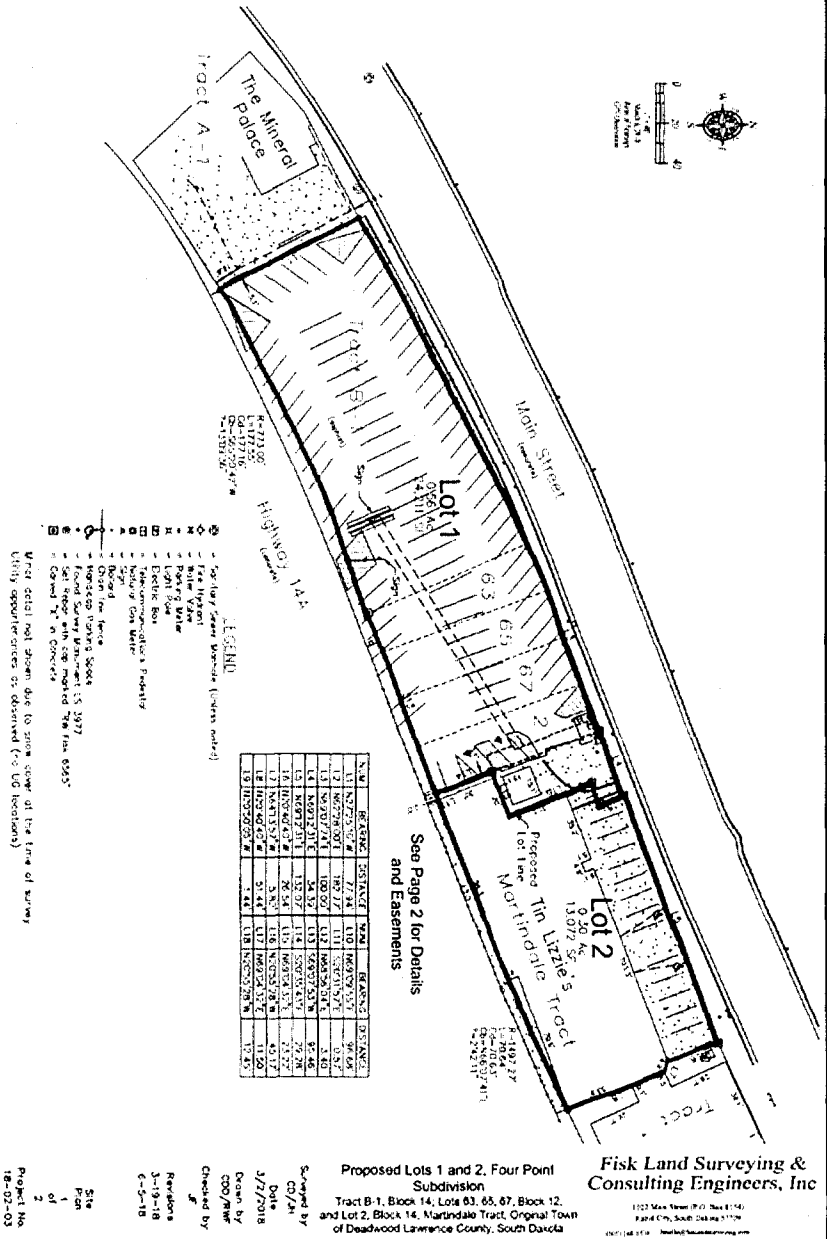


EXHIBIT B

Preliminary TIF Expenditures

Tax Incremental District #11 Project Costs

	Estimated Total Project Costs	Costs Allocated to TIF #11
Capital Costs		
Removals, Demolition & Mobilization	\$743,992	\$100,000
Sitework (Replacement of curb & gutter and heated sidewalks)	\$718,381	\$300,000
Building Construction / parking ramp	\$9,749,231	\$400,000
Parapet Finish	\$50,000	\$50,000
Window Customization / PTAC grate	\$75,000	\$75,000
Furniture/Fixtures/Equipment	\$2,064,446	
Wild Bill Statue Upgrades	\$100,000	\$100,000
Utilities including Electrical Switch and Transformer	\$150,000	\$150,000
Sub-Total	\$13,651,050	\$1,175,000
Contingency Costs	\$2,047,658	\$150,000
Total Capital Costs	\$15,698,708	\$1,325,000
Professional Fees		
Archeological Investigation	\$550,000	\$550,000
Total Capital and Professional Costs	\$16,248,708	\$1,875,000
Financing Costs (only District related / no admin)		
Interest at 5% for 20 Yrs.		\$1,202,424
Total TIF Costs Payable under TIF #11	\$16,798,708	\$3,077,424

EXHIBIT C

Construction Schedule

The project is expected to be completed by Spring of 2022. A more formalized construction schedule will be provided once the archaeological analysis has been finalized.

RESOLUTION NUMBER 2019-31**RESOLUTION APPROVING AND RECOMMENDING OF TAX
INCREMENTAL DISTRICT PLAN NUMBER ELEVEN,
CITY OF DEADWOOD**

WHEREAS, the Planning Commission of City of Deadwood, South Dakota, received an application to create a Tax Incremental District and thereafter prepared a Notice of Hearing held on March 6, 2019 advising interested parties that they were being given a reasonable opportunity to express their views on the proposed creation of a Tax Incremental District on real property consisting of the following parcels:

District Legal Description:

LOTS 1, 2, 3, 4 AND 5, BLOCK 11, CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA, ACCORDING TO P.L. ROGERS MAP AND AS SHOWN ON PLAT BOOK 3 PAGE 642 AND A TRIANGULAR STRIP ADJOINING LOT 1 FURTHER DESCRIBED AS FOLLOWS: "BEGINNING AT A POINT ON COURSE 1 OF M.S. 216 FROM WHICH POINT CORNER NO. 4 OF M.S. 216 BEARS N. 8° 24' W. A DISTANCE OF 201 FEET; THENCE S 42° 58' E. A DISTANCE OF 123 FEET TO CORNER NO. 2; THENCE N. 63° 28' W. A DISTANCE OF 110 FEET TO CORNER NO. 3; THENCE 19° 32' E. A DISTANCE OF 44 FEET TO CORNER NO. 1 THE PLACE OF BEGINNING ACCORDING TO THE OFFICIAL PLAT OF P.L. ROGERS AND AS SHOWN ON PLAT BOOK 3 PAGE 642 BEING A PORTION OF M.S. 216 IN THE CITY OF DEADWOOD, EXCEPT THAT PORTION DEEDED TO THE STATE OF SOUTH DAKOTA AS SET OUT IN BOOK 376 PAGE 600, BEING A PORTION OF M.S. 216";

Lots 1 and 2, Four Point Subdivision, Original Town of Deadwood, Lawrence County, South Dakota;

Lots 7, 9, 11, 17 and 19 in Block 13, EXCEPTING therefrom the North 70 feet of said Lot 19, Original Town, City of Deadwood, Lawrence County, South Dakota, according to the official plat of P.L. Rogers of Deadwood;

LOTS 13, 15, 21, AND 23 AND THE NORTHERLY 70 FEET OF LOT 19 IN BLOCK 13, ORIGINAL TOWN OF THE CITY OF DEADWOOD, ACCORDING TO P.L. ROGERS MAP OF THE CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA;

LOTS 25, 27, 29, 31 AND 33, ALL IN BLOCK 13 OF THE CITY OF DEADWOOD, ACCORDING TO P.L. ROGERS MAP OF THE CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA;

PROBATE LOT 186 LOCATED IN THE CITY OF DEADWOOD, ACCORDING TO THE P.L. ROGERS MAP OF SAID CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA;

Lots A and C of probate lot 227, City of Deadwood, Lawrence County, South Dakota;

SCHOOL LOT 66 LOCATED IN THE CITY OF DEADWOOD, ACCORDING TO THE P.L. ROGERS MAP OF SAID CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA;

Lots 32, 34, 36, 38, 40, 42 and 44, Block 12, O.T., City of Deadwood, Section 23, Township 5 North, Range 3 East, B.H.M., Lawrence County, South Dakota;

Lot 35, Block 13, O.T., City of Deadwood, Section 23, Township 5 North, Range 3 East, B.H.M., Lawrence County, South Dakota;

Lots 6 and 7, Block 11, O.T., City of Deadwood, located in the SW¼ of Section 23, Township 5 North, Range 3 East, B.H.M., Lawrence County, South Dakota.

All Located in the City of Deadwood, Section 23, Township 5 North, Range 3 East Black Hills Meridian, Lawrence County, South Dakota including within and adjacent rights-of-ways.

WHEREAS, such Notice was published in the official newspapers in City of Deadwood not less than ten (10) nor more than thirty (30) days from the date of the hearing which was held on March 6th, 2019

WHEREAS, a copy of the Notice was sent prior to publication by first-class mail to the Chief Executive Officers of the following taxing entities:

- City of Deadwood
- Lead-Deadwood School District
- Lawrence County Commission
- Lead-Deadwood Sanitation District

WHEREAS, a hearing was held on March 6th, 2019, as provided in such Notice, and all interested parties were allowed a reasonable opportunity to be heard on the proposed Tax Incremental District Eleven plan;

NOW THEREFORE, BE IT RESOLVED by the Board of Adjustments of City of Deadwood, South Dakota:

Authority and declaration of necessity. Pursuant to SDCL §§ 11-9-4 & 11-9-13, City of Deadwood Board of Adjustments hereby declares the necessity to form a tax incremental district in the City of Deadwood NOW THEREFORE, IT IS HEREBY RESOLVED:

1. **Authority and Declaration of Necessity.** The Board of Adjustments declares the necessity for the approval of Tax Incremental District Number Eleven plan, City of Deadwood, Lawrence County (hereinafter sometimes referred to as the "District"), pursuant to SDCL Chapter 11-9, and finds that the improvement of the area within the District are likely to enhance significantly the value of substantially all of the other real property in the District and is necessary for economic development within the County and the City of Deadwood.

2. **Findings.** The Board of Adjustments makes the following findings with regard to economic development:

- a. More than 50% of the property in the District by area will stimulate and develop the general economic welfare and prosperity of the city;
- b. Improvements to the District will significantly and substantially enhance the value of all property within the District;
- c. The aggregate assessed value of the District plus the tax incremental base of all other existing Districts in the City does not exceed Ten (10%) percent of the total assessed valuation in the City;

3. **Boundaries of District.** The Boundaries of the district are determined as to be as follows:

LOTS 1, 2, 3, 4 AND 5, BLOCK 11, CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA, ACCORDING TO P.L. ROGERS MAP AND AS SHOWN ON PLAT BOOK 3 PAGE 642 AND A TRIANGULAR STRIP ADJOINING LOT 1 FURTHER DESCRIBED AS FOLLOWS: "BEGINNING AT A POINT ON COURSE 1 OF M.S. 216 FROM WHICH POINT CORNER NO. 4 OF M.S. 216 BEARS N. 8° 24' W. A DISTANCE OF 201 FEET; THENCE S 42° 58' E. A DISTANCE OF 123 FEET TO CORNER NO. 2; THENCE N. 63° 28' W. A DISTANCE OF 110 FEET TO CORNER NO. 3; THENCE 19° 32' E. A DISTANCE OF 44 FEET TO CORNER NO. 1 THE PLACE OF BEGINNING ACCORDING TO THE OFFICIAL PLAT OF P.L. ROGERS AND AS SHOWN ON PLAT BOOK 3 PAGE 642 BEING A PORTION OF M.S. 216 IN THE CITY OF DEADWOOD, EXCEPT THAT PORTION DEEDED TO THE STATE OF SOUTH DAKOTA AS SET OUT IN BOOK 376 PAGE 600, BEING A PORTION OF M.S. 216";

Lots 1 and 2, Four Point Subdivision, Original Town of Deadwood, Lawrence County, South Dakota;

Lots 7, 9, 11, 17 and 19 in Block 13, EXCEPTING therefrom the North 70 feet of said Lot 19, Original Town, City of Deadwood, Lawrence County, South Dakota, according to the official plat of P.L. Rogers of Deadwood;

LOTS 13, 15, 21, AND 23 AND THE NORTHERLY 70 FEET OF LOT 19 IN BLOCK 13, ORIGINAL TOWN OF THE CITY OF DEADWOOD, ACCORDING TO P.L. ROGERS MAP OF THE CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA;

LOTS 25, 27, 29, 31 AND 33, ALL IN BLOCK 13 OF THE CITY OF DEADWOOD, ACCORDING TO P.L. ROGERS MAP OF THE CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA;

PROBATE LOT 186 LOCATED IN THE CITY OF DEADWOOD, ACCORDING TO THE P.L. ROGERS MAP OF SAID CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA;

Lots A and C of probate lot 227, City of Deadwood, Lawrence County, South Dakota;

SCHOOL LOT 66 LOCATED IN THE CITY OF DEADWOOD, ACCORDING TO THE P.L. ROGERS MAP OF SAID CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA;

Lots 32, 34, 36, 38, 40, 42 and 44, Block 12, O.T., City of Deadwood, Section 23, Township 5 North, Range 3 East, B.H.M., Lawrence County, South Dakota;

Lot 35, Block 13, O.T., City of Deadwood, Section 23, Township 5 North, Range 3 East, B.H.M.,
Lawrence County, South Dakota;

Lots 6 and 7, Block 11, O.T., City of Deadwood, located in the SW¼ of Section 23, Township 5 North,
Range 3 East, B.H.M., Lawrence County, South Dakota.

All Located in the City of Deadwood, Section 23, Township 5 North, Range 3 East Black Hills Meridian,
Lawrence County, South Dakota including within and adjacent rights-of-ways.

Dated this 16th day of September 2019

David Ruth Jr., Mayor

ATTEST:

Jessicca McKeown, Finance Officer

ORDINANCE NO. 1299
AN ORDINANCE AMENDING TITLE 17 - ZONING
CITY OF DEADWOOD
ZONING MAP

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

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

Aspen Storage 3 of Wilmington Placer M.S. 848, Located in the unplatted portion of Wilmington Placer, M.S. 848, in the SW1/4 of Section 13, T5N, R3E, B.H.M.

FROM: CH – Commercial Highway District
TO: R1 - Residential District

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

The official Zoning District Map of the City of Deadwood is hereby amended to change the zoning classification of the following described parcel from CH – Commercial Highway District to R1 - Residential District, to-wit:

Aspen Storage 3 of Wilmington Placer M.S. 848, Located in the unplatted portion of Wilmington Placer, M.S. 848, in the SW1/4 of Section 13, T5N, R3E, B.H.M.

The Zoning Administrator for the City of Deadwood, South Dakota, is hereby directed to make the necessary and appropriate changes and amendments to the Official Zoning Map of the City of Deadwood, on which mentioned property is located, designating said property as **R1 - Residential District**. The parcel contains 1.42 Acres, more or less.

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

Dated this 16th day of September, 2019.

CITY OF DEADWOOD

Dave Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

First Reading: September 3, 2019
Second Reading: September 16, 2019
Published: September 19, 2019
Adopted: October 9, 2019

CITY OF DEADWOOD ORDINANCE NUMBER #1279																				
AN ORDINANCE PROVIDING FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2020 AND ENDING DECEMBER 31, 2020 AND LEVYING PROPERTY TAX FOR 2019																				
BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, SOUTH DAKOTA																				
Section 1. That the following sums of money are appropriated and taxes levied upon all taxable property within the City of Deadwood for the purposes of providing funds to meet all lawful expenses and liabilities for the fiscal year ending December 31, 2020																				
		General Fund	Library Fund	Bed and Booze	Bus Imp Dist. 9	Bus Imp Dist. 8	Bus Imp Dist. 1-6	Bus Imp Dist 7	Hist. Pres. Fund	Revolving Loan Fund	Outlaw Square	Debt S. Lodge-Dwd	TIF #10	Debt S. Optima LLC	Debt Serv. Dwd Stage	Water Fund	Sewer Fund	Mt Moriah	Parking & Transport.	TOTAL
		101	206	209	211	212	213	214	215	216	517	561	719	721	725	602	603	607	610	
	410 GENERAL GOVT																			
411.1	Legislative	378,300																		378,300
413.1	Elections	1,300																		1,300
414.1	Attorney	50,000																		50,000
414.2	Finance	381,820																		381,820
419.2	Public Buildings	1,178,500									300,000									1,478,500
419.3	Computer Network	80,000																		80,000
	420 PUBLIC SAFETY																			
421.0	Police	1,470,031																		1,470,031
422.1	Fire	344,406																		344,406
423.2	Bldg Inspection	99,720																		99,720
	430 PUBLIC WORKS																			
431.0	Streets	1,389,969																		1,389,969
432.0	Waste Disp.	115,000																		115,000
433.0	Water															885,923	55,000			940,923
436.0	Parking/Transportation																		942,063	942,063
437.0	Cemetery	20,000																172,655		192,655
451.0	Recreation Center	-		377,035																377,035
441.2	Animal Control	8,500																		8,500
	450 CULTURE/RECREATION																			
452.0	Parks	680,337																		680,337
455.0	Library		161,392																	161,392
457.1	Historic Pres.-Dept								459,500											459,500
457.2	Historic Pres.-Visitor Mgmt								732,500											732,500
457.3	Historic Pres-Interpreta.								606,830											606,830
457.5	Historic Pres-Grant/Loan								586,500											586,500
457.6	Historic Pres-Profess. Service								142,500											142,500
457.7	Historic Pres.-Buildings								1,062,000											1,062,000
	460 DEVELOPMENT																			
463.0	Business Improvem. Dist.				50,000	430,000	460,040	550,000												1,490,040
464.0	Planning/Zoning	107,566																		107,566
465.1	Dwd Improvement									987,500										987,500
465.3	City Promotion			492,775																492,775
	470 DEBT REDUCTION																			
470	Debt Reduction/Reserves	2,157,506							1,117,000			442,276	130,000	135,236	115,000					4,097,018
	Budgeted for Operation and Debt Service	8,462,955	161,392	869,810	50,000	430,000	460,040	550,000	4,706,830	987,500	300,000	442,276	130,000	135,236	115,000	885,923	55,000	172,655	942,063	19,856,680
	510 FINANCING USES																			
511	Operating Transfer Out	67,091		72,358					2,193,170							200,000				2,532,619
		8,530,046	161,392	942,168	50,000	430,000	460,040	550,000	6,900,000	987,500	300,000	442,276	130,000	135,236	115,000	1,085,923	55,000	172,655	942,063	22,389,299

		ORDINANCE NUMBER #1300																			
		2020 APPROPRIATION ORDINANCE																			
Section 2.		General	Library	Bed and Booze	Bus Imp Dist. 9	Bus Imp Dist. 8	Bus Imp Dist. 1-6 213	Bus Imp Dist 7 214	Hist. Pres. 215	Revolving Loan 216	Debt Serv. Lodge Dwd 561	TIF #10 719	Debt S. Optima LLC 721	TIF Stage Run 725	Water 602	Sewer 603	Mt Moriah 607	Park Meter/Trolley 610	TOTAL		
Undesignated Fund Balance		1,895,256	-	44,127			(41,000)	-	-	154,300	-				377,937	50,000	13,600	32,962	2,527,182		
																			-		
310 Taxes		4,145,607		795,278	50,000	430,000	501,040	550,000			442,276	130,000	135,236						7,179,437		
320 License/Permits		145,275					-												145,275		
330 Intergovernmental Services		389,500	91,801						6,900,000										7,381,301		
340 Charges for Goods/Services		31,640	-	105,000						-							162,500	-	299,140		
350 Fines/Forfeitures		-	2,500															-	2,500		
360 Miscellaneous Revenue		164,040	-	-			-	-	-	73,100		-		115,000	-		10,155	-	362,295		
380 Operating Revenue		8,000					-								761,150	70,000	-	1,120,400	1,959,550		
		6,779,318	94,301	944,405		430,000	460,040	550,000	6,900,000	227,400	442,276	130,000	135,236	115,000	1,139,087	120,000	186,255	1,153,362	19,856,680		
390 Other Sources-Transfers		1,394,714	67,091							660,000					160,814	200,000		50,000	2,532,619		
Total Means of Finance		8,174,032	161,392	944,405		430,000	460,040	550,000	6,900,000	887,400	442,276	130,000	135,236	115,000	1,299,901	320,000	186,255	1,203,362	22,389,299		
Section 3 and 4.																					
The Finance Officer is directed to certify the following dollar amount of tax levies made in this Ordinance to the County Auditor: General Fund \$1,133,999 for general purposes.																					
No interest and debt service fund will be paid from the tax levy.																					
CITY OF DEADWOOD																					
ATTEST:																					

**FINDINGS OF FACT AND CONCLUSIONS
FOR CONDITIONAL USE PERMIT FOR
TATTOO BUSINESS**

NAME: Jessica Knee and Christopher Fedor

PURPOSE: Request for Conditional Use Permit for a Tattoo Business

ADDRESS: 470 Main Street

LEGAL DESCRIPTION: Lots 1,2,3,4,5 & 6 BLK 1, Fargo and Geis Addition, Original Town
Deadwood, Lawrence County, South Dakota

ASSESSORS NO.: 30300-00100-020-00

RE: Request for Conditional Use Permit for a Tattoo Business

WHEREAS, the above application for a Conditional Use Permit for a Tattoo Business in the CH – Commercial Highway District came on review before the Deadwood Planning and Zoning Commission on Wednesday, August 7, 2019 and Deadwood Board of Adjustment on Wednesday, August 19, 2019. The application was recommended for approval by the Deadwood Planning and Zoning Commission and approved by the Deadwood Board of Adjustment.

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

FINDINGS OF FACT AND CONCLUSIONS

1. Staff provided public notice identifying the applicant, describing the project and its location, and giving the scheduled date of the public hearing in accordance with Section 17.76.020. Notice was placed in the designated newspaper of the City of Deadwood, ten (10) days in advance of the hearing as required by Section 17.76.060.J
2. An official sign was posted on the property for which the Conditional Use Permit was filed as required by Section 17.76.060.J
3. Property owners within three hundred (300) feet of the boundaries of the subject land were notified by first class mail as required by Section 17.76.060.J. No inquiries or opposition were voiced in regards to this request.
4. All application requirements were met.
5. The property is located within an area close to parking lots, commercial businesses, and hotels. There is a variety of commercial use in the vicinity. The land is located in a mixed use commercial district and is classified as high density residential on the adopted Land Use Map in the Deadwood Comprehensive Plan.

6. The subject area is zoned CH – Commercial Highway District. The area is characterized by mixed commercial uses.
7. The use, as proposed would not result in a substantial or undue adverse effect on adjacent property or the character of the neighborhood and the use would not alter the character of the area. Access to the property is from Main Street.
8. The granting of the conditional use permit would not increase the proliferation of non-conforming uses. The use is expressly allowed in the CH – Commercial Highway District under certain conditions and the conditions were met.
9. Based on these findings, the Deadwood Planning and Zoning Commission and the Deadwood Board of Adjustment approved the request for a Tattoo Business at 470 Main Street, Deadwood, South Dakota.

ATTEST:

Ms. Jessica McKeown, Finance Officer
City of Deadwood
/ / /19

Mr. David Ruth Jr., Mayor
City of Deadwood
/ / /19

Mr. John Martinisko, Chairman
Planning and Zoning
/ / /19

Mr. Bill Rich, Secretary
Planning and Zoning
/ / /19

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



Jeremy Russell
Planning & Zoning
Administrator
Telephone (605) 578-2082
jeramyr@cityofdeadwood.com

STAFF REPORT
Board of Adjustment
SEPTEMBER 16, 2019

APPLICANT: City of Deadwood
102 Sherman Street
Deadwood, SD 57732

PURPOSE: Transfer Property

GENERAL LOCATION: Railroad Ave.

LEGAL DESCRIPTION: Lots 10, 11 and 12 of the Meverden Addition; Formerly a part of Railroad Avenue and being a part of M.S. 81 and 283, City of Deadwood, Lawrence County, South Dakota.

FILE STATUS: All legal obligations have been completed.

ZONE: R2 – Multi-Family District

STAFF FINDINGS:

Surrounding Zoning:

North: R2 – Multi-Family
South: PF – Park Forest
East: R2 – Multi-Family
West: R2 – Multi-Family

Surrounding Land Uses:

Event Complex
Vacant Land
Dwellings
Dwellings

SUMMARY OF REQUEST

The Final Plat Lots 10, 11 and 12 of the Meverden Addition has been submitted to create Railroad Ave. right-of-way and surplus property. The property is located adjacent Railroad Ave.

FACTUAL INFORMATION

1. The property is currently zoned R2 – Multi-Family Residential District
2. Lot 10, is comprised of 0.094 Acres±
Lot 11, is comprised of 0.034 Acres±
Lot 12, is comprised of 0.166 Acres±
3. The subject property is located within a low density designation.
4. The property is not located within a flood zone or flood hazard zone.
5. Public facilities are not available to serve the property
6. The area is currently characterized by open space and residential dwellings.

STAFF DISCUSSION

The subject property is owned by the City of Deadwood and this plat will allow for transfer of Lots 10 and 11. The lots meet the area and bulk requirements for square footage.

1. The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
2. Land is identified with a new legal description for the transfer of the land.
3. Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
4. A date is shown on the plat and serves to "fix in time" the data represented on the plat.
5. The street bounding the lot is shown and named.
6. All certifications are indicated and correct on the plat.
7. Dimensions, angles and bearings are shown along the lot lines.
8. Scale of the plat is shown and accompanied with a bar scale.

ACTION REQUIRED:

1. Approved by Deadwood Planning and Zoning Commission on 9/4/19.
2. Approval / Denial by Deadwood Board of Adjustment.

ORDINANCE NUMBER 1301**TO AMEND CHAPTER 12.50 STAGING AREAS**

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, TO
AMEND CHAPTER 12.50 AS FOLLOWS:

12.50.020. Construction Staging and Site Maintenance.

A. All trash receptacles, dumpsters and portable toilets located within 50 feet of any public street must be reasonably screened and area kept clean. Use of trash receptacles, dumpsters and portable toilets on a public right-of-way must have prior approval from the Deadwood Chief of Police and/or Parking & Transportation Committee. Any trash receptacles, dumpsters and portable toilets located within an alley way is exempt from screening.

Dated this 7th day of October, 2019.

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessicca McKeown, Finance Officer

First Reading:	September 16, 2019
Second Reading:	October 7, 2019
Published:	October 10, 2019
Adopted:	October 30, 2019

ORDINANCE NUMBER 1302

TO AMEND CHAPTER 17.60 SPECIAL USES

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, TO
AMEND CHAPTER 12.50 AS FOLLOWS:

17.60.140 Trash storage.

Trash storage for attached dwellings and all business and industrial buildings or uses located within 50 feet of any public street shall be accommodated within the structure, or adequate area shall be included on-site and indicated on a site plan. All outdoor trash storage and containers located within 50 feet of any public street shall be placed on a hard surface, including without limitation concrete, and shall be screened on all four sides by a permanent fence, wall, landscaping or other appropriate materials.

Dated this 7th day of October, 2019.

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessicca McKeown, Finance Officer

First Reading: September 16, 2019
Second Reading: October 7, 2019
Published: October 10, 2019
Adopted: October 30, 2019