

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA

Regular Meeting
5:00 p.m. Monday, May 6, 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. **SWEAR IN / OATH OF OFFICE - Mayor David Ruth**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **COMMISSION DEPARTMENTAL APPOINTMENTS**

David Ruth Jr. – Police and Fire Commissioner and Chamber of Commerce Representative.

Sharon Martinisko – Public Works, Parks & Recreation, Safety Commissioner and Council of Local Governments Representative.

Gary Todd – Commission President and Finance Commissioner.

Charlie Struble – Planning and Zoning, Historic Preservation Commissioner and Deadwood History Inc. Board Member.

Vacancy - Library Representative, Public Buildings and Trolley Commissioner. (Mayor Ruth will fill in for these appointments until vacancy is filled.)

5. **APPROVE MINUTES of April 15, 2019**
6. **APPROVE BILLS**
7. **ITEMS FROM CITIZENS ON AGENDA**

- A. Proclamation declaring the week of May 13th through May 16th as Law Enforcement Torch Run for Special Olympics South Dakota week
- B. Water bill dispute for 65 Sherman St. (continued from April 15)

8. **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. Make remaining 2019 budgeted (May-Oct.) allocation to Deadwood Alive in the amount of \$91,500 from Bed and Booze Fund. (To be paid monthly as invoiced.)
- B. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Donald Kleinheksel, Jr., Melody L. Kleinheksel, Nicole M. Kleinheksel and Bryan L. Jensen.
- C. Remove Rec Center employees from payroll; Anne Voigt effective February 26, 2019, Adriane Melcher effective April 23, 2019 and Sage Forsting effective May 11, 2019

- D. Resolution 2019-19 In Support of Application to Occupy SD Department of Transportation Highway Right of Way for Days of '76 parade July 26 and 27, 2019.
- E. Allow use of public property at the Event Complex on September 19 through September 22 for Black Hills Jeep Jamboree. Fees and deposit have been received.
- F. Permission to increase wage of seasonal Public Buildings employee Greg Nelson to \$11.36 per hour effective April 29, 2019.
- G. Permission to hire the following seasonal employees for the Parks Department: Steve Combee at \$9.48 per hr. effective May 9, 2019, Colt Bradley at \$11.19 per hr. effective May 15, 2019, Kadden Dillman at \$9.99 per hr. effective May 28, 2019 and Owen Wiser at \$9.48 per hr. effective May 28, 2019.
- H. Permission to hire the following seasonal employees for Mt. Moriah effective May 13, 2019: Georgeann Silvernail at \$11.19 per hr., Ruth Durst at \$9.76 per hr., Ardath Waisanen at \$9.99 per hr., Doris Schenk at \$11.36 per hr., Linda Carrico at \$10.59 per hr., Carl Larson at \$9.48 per hr. and Jerilyn Rich at \$9.76 per hr.
- I. Permission to purchase 5500 gal of gas from Southside Service for \$2.45 per gallon
- J. Permission to draft and send out an RFP for a Water Tank Asset Maintenance Program for our McGovern Hill water tanks.
- K. Acknowledge receipt of 2018 of the following accounting reports: Exhibit 3, 4, 5, 6, 7, 8 and D. Authorize Finance Officer to submit to South Dakota Legislative Audit per SDCL 9-22-21 (Complete report will be distributed at next meeting and all documents on file in Finance Office)
- L. Permission to purchase and have installed a Tommy Lift Gate for our new Street Dept. Pick-up from Jacobs Precision Welding in the amount of \$3,516.00. (2019 Budgeted item.)
- M. Permission to hire the following Rec Center employees: Aaron Olinger and Kaitlyn Meade as lifeguards at \$10.31 per hr. effective May 8, 2019, Carolyn Groeger as lifeguard at \$10.31 per hr. effective May 16, 2019 and Jacob Schlinkert as receptionist at \$9.99 per hr. effective May 8, 2019. (Pending pre-employment drug testing and background checks)
- N. Permission to advertise for a seasonal Finance Office Assistant at \$9.48 per hr.
- O. Permission for the Mayor to sign Albertson Engineering, Inc. contract for services (annual retainer in the amount of \$70,000 - budgeted)
- P. Permission for the Mayor to sign contract for services with Ferber Engineering in the amount not to exceed \$20,000 for additional ArchGIS services to allow broader access of information for city staff and general public. (budgeted)
- Q. Permission to pay annual licensing subscription to Foundant Technologies for HP program tracking in the amount of \$4,750.00 out of Professional Services Revolving Loan line item (budgeted)
- R. Appoint Willis Steinlicht to Historical Preservation Commission to fill vacancy of Ann Ochse (5/6/19-5/31/20.)

- S. Permission to hire Randy Oldfield for Trolley driver position with a starting wage of \$12.42 effective 5/7/19. (Pending pre-employment drug screening.)
- T. Permission to hire Zakary Mau Public building seasonal position with a starting wage of \$9.76 effective 5/20/19. (Pending pre-employment drug screening.)
- U. Permission to hire Bill Schmidt Construction in the amount up to \$3500 for changes to curb, gutter and approach concrete at the top of Burnham Street to abate storm water drainage run-off issues.

9. BID ITEMS

- A. Decision to accept or reject bids for retaining wall at 336 Williams St. (continued from April 15, 2019) Staff recommends awarding to CAI2 in the amount of \$113,000 including acceptance of Bid Alternate 1 & 3.
- B. Results of bids opened May 2, 2019 at 2:00 p.m. for removal and reconstruction of heated sidewalk at Rec Center. (Life safety issue with possible budget supplement) Rasmussen Mechanical Services: \$109,820.00, Rangel Construction: \$117,100.00
- C. Results of bids opened May 2, 2019 at 2:00 p.m. for Event Complex Parking Lot Paving. Sacrison Paving: \$62,850.50, GTI Companies: \$55,423.98, Simon: \$50,087.68

10. PUBLIC HEARINGS

- A. Hold public hearing to consider BID 9 Resolution of Intent to Levy per Resolution 2019-09 after notification to members in the district
- B. Hold public hearing for Custom Cycle Bike Nights: Bike parking on Main Street on the following days: June 5, 12, 19, and 26; July 10, 17, and 24; August 14 and 28; and September 4, 11, 18, and 25. Locations for dates are on the public hearing and can be found on Custom Cycles webpage
- C. Hold public hearing on for Retail (on-off sale) Malt Beverage, and Retail (on-off sale) Wine Licenses for Family Dollar at 124 Sherman Street.
- D. Set public hearing on May 20 for July 4th parade: street closure July 4, 2019.
- E. Set public hearing on May 20 for Sturgis Mustang Rally: street closure August 29, 2019.
- F. Set public hearing on May 20 for Kool Deadwood Nites activities: street closure August 22 through August 25, open container in Zones 1 and 2 on August 22, 23 and 24 and 25, waiver of banner and vending fees for the following non-profits: Deadwood Chamber and American Legion August 22 through August 25, waiver of vending fee for Napa at Lower Main St. August 23 through August 25, use of Interpretive Lot on August 23 through August 25, use of Lower Main Lot August 23 through August 25, use of Event Complex August 24 and 25.

11. OLD BUSINESS

12. NEW BUSINESS

- A. Second Reading of Ordinance #1293 Amending Chapter 15.01 International Building Code.
- B. Approve Resolution 2019-17 Creating Tax Incremental District #12
- C. Approve Resolution 2019-18 Approving Project Plan for Tax Increment District #12 (Project Plan approved by Planning and Zoning on April 17, 2019)
- D. Allow Mayor to sign contract for private development for Tax Increment District #12.
- E. First Reading of Ordinance #1295 Creating Business Improvement District #9.
- F. Act as Board or Adjustment and approve or deny final plat of Tract A of Block 30, O.T. Deadwood; Formerly Lots 36 thru 49, O.T. Deadwood, and Lot R-6B of the Deadwood Railroad Property, All of Block 30, City of Deadwood, Lawrence County, South Dakota. Approved by Planning and Zoning on 5/1/19.
- G. Permission to enter into contract with Winter & Company for Phase II & III of Main Street Master Plan in the amount not to exceed \$300,000 (budgeted in 2019 bond series)
- H. Permission to purchase the Activepanel Board from Connecting Point with \$2,000.00 from Safety Committee and \$4,796.64 from HP M&E for a total of \$6,796.64.
- I. Acknowledge Bid Package #3 for Outlaw Square in the amount \$3,026,915 with total project cost under the budgeted \$4,800,000 including Deadwood Street re-alignment and City Creek retaining wall.
- J. Permission to accept Mayor's appointment of Michael Johnson to the City Commission effective 5/20/19 for a one-year term.
- K. Permission to asphalt Thunder Cove and Gordan Park parking lots with accepting low quote from Black Hills Asphalt in the amount of \$\$4734.71. (3 quotes received. Budgeted item in P & T.)

13. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

- A. Acknowledge letter from FEMA indicating City of Deadwood is in compliance with the Flood Plan Ordinance and National Flood Insurance program.

14. EXECUTIVE SESSION

Executive Session for Legal Matters per SDCL1-25-2 (3) with possible action
Executive Session for Personnel Matters per SDCL1-25-2 (1) with possible action

15. ADJOURNMENT

REGULAR MEETING, APRIL 15, 2019

The Regular Session of the Deadwood City Commission convened on Monday, April 15, 2019 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Commissioner Gary Todd called the meeting to order with the following members present: Department Heads, City Attorney Matthew Naasz, and Commissioners Sharon Martinisko, and Charlie Struble. Mayor David Ruth Jr. was absent. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTE

Struble moved, Martinisko seconded to approve the minutes of April 1, 2019. Roll Call: Aye-All. Motion carried.

APPROVAL OF DISBURSEMENTS

Martinisko moved, Struble seconded to approve the April 15, 2019 disbursements. Roll Call: Aye-All. Motion carried.

ACE HARDWARE	SUPPLIES	19.97
ALBERTSON ENGINEERING	PROJECT	4,023.61
ALSCO	SUPPLIES	253.29
AMAZON	SERVICE	671.30
ASSOCIATION OF SD MUSEUMS	MEMBERSHIP	100.00
ATCO INTERNATIONAL	SUPPLIES	352.00
BH CHEMICAL	SUPPLIES	493.02
BH ENERGY	SERVICE	29,658.15
BH PIONEER	SERVICE	1,534.38
BH WINDOW CLEANING	CLEANING	1,916.00
BLOOMERS FLOWERS	PLANT	63.00
BUTLER MACHINERY	SUPPLIES	140.61
CAMPBELL SUPPLY	SUPPLIES	15.99
COCA COLA	SUPPLIES	131.28
CONOVER, MICHAEL	PROJECT	12,479.29
CONVERGINT TECHNOLOGIES	INSPCITON	341.58
CULLIGAN	SUPPLIES	139.90
DEADWOOD CHAMBER	BILL LIST	36,017.01
EAGLE ENTERPRISES	SUPPLIES	730.00
FASSBENDER COLLECTION	OPERATIONS	15,000.00
FIRST NATIONAL CREDIT CARD	SUPPLIES	2,682.16
GALLS	UNIFORMS	83.16
GODFREY BRAKE	SUPPLIES	118.04
GOLDEN WEST	SERVICE	1,725.88
GUNDERSON, PALMER, NELSON	SERVICE	9,945.66
HAWKINS	SUPPLIES	42.61
HILLYARD	SUPPLIES	192.29
IWORQ	SERVICE	2,500.00
JENNER EQUIPMENT	REPAIR	134.67
JOHNSON, TRACIE	PROJECT	4,170.90
JOLLY LANE	BASKETS	1,440.00
JUNEKS SERVICE	REPAIR	115.00
KARL'S TV	SOFA	809.88
KDSJ	ADS	160.00
KNECHT	SUPPLIES	109.54
KONE	MAINTANENCE	470.34
KUCHENBECKER, KEVIN	REIMBURSEMENT	562.10
L.L. BEAN	AWARDS	365.75
LEAD-DEADWOOD SANITARY	USAGE	27,960.88
LEAD-DEADWOOD SCHOOL	PUBLICATION	9.03
LOWE ROOFING	PROJECT	24,081.00
LUX, JUSTIN	REIMBURSEMENT	7.20
M&M SANITATION	RENTAL	240.00
MACK'S AUTO BODY	SERVICE	10,672.72
MACROVISION	PROJECT	150.00
MED-TECH RESOURCE	SUPPLIES	90.81
MENARD'S	SUPPLIES	410.70
MINNILUSA HISTORICAL	MEMBERSHIP	100.00
MOHR, TRENT	REIMBURSEMENT	11.00
MUTUAL OF OMAHA	INSURANCE	253.82
NELSON, MARY JO	CONSULTING	337.50
NETWORK SERVICES	SUPPLIES	383.27
NHS OF THE BLACK HILLS	SERVICE	5,875.00
NORTHERN HILLS TECHNOLOGY	SERVICE	32.50
PANNIER	SIGN	304.00
PETTY CASH	HP/ZONING	121.54
PL CARPENTRY	PROJECT	6,303.93
POWERPLAN	REPAIR	13.88
QUICK TROPHY	NAME TAG	13.00
QUIK SIGNS	SIGN	51.73
QUILL	SUPPLIES	555.14
RADENSLEBEN, ROBERT	REIMBURSEMENT	152.48
RAPID DELIVERY	DELIVERIES	70.75
RAPID SPA	HOT TUB	9,482.40
RASMUSSEN MECHANICAL	SUPPLIES	9.58
SCULL CONSTRUCTION	PAY APP#3	331,214.85
SD COMMISSION ON GAMING	CITY SLOTS	29,829.55
SD DEPT. OF CORRECTIONS	FIREWISE	7,486.87
SD DEPT. OF REVENUE	TAXES	2,307.22
SD PLANNERS ASSOCIATION	MEMBERSHIP	200.00
SERVALL	SUPPLIES	1,565.75
SIMON CONTRACTORS	PROJECT	24,317.86
SIMON MATERIALS	SUPPLIES	148.68

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SIOUXLAND HERITAGE MUSEUMS	SERVICE	30.00
SOUTHSIDE OIL	DIESEL	13,497.05
SOUTHSIDE SERVICE	SERVICE	1,062.34
SPLIT ROCK STUDIOS	PROJECT	6,000.00
SPRIGLER, SALLY	REIMBURSEMENT	90.26
STURDEVANT'S	SUPPLIES	1,949.57
SUMMIT SIGNS	SIGNS	351.00
TALLGRASS LANDSCAPE	PROJECT	4,100.00
THE LORD'S CUPBOARD	RECYCLING	45.76
TRIPLE K	SERVICE	23.00
TWILIGHT	SUPPLIES	348.64
TYLER TECHNOLOGIES	MAINTENANCE	836.27
US POSTAL SERVICE	PERMIT	235.00
VERIZON CONNECT	SERVICE	109.75
WASTE CONNECTIONS	SERVICE	7,642.20
WELLMARK	INSURANCE	48,653.53
WESTERN STATES FIRE	INSPECTION	350.00
WHEELER LUMBER OPERATIONS	SUPPLIES	4,655.48
WINTER & COMPANY	PROJECT	10,084.00
ZEP SALES	SUPPLIES	452.90

TOTAL \$714,989.75

ITEMS FROM CITIZENS ON AGENDA

Proclamations

Commissioner Todd read a proclamation declaring April 29, 2019 as Marlene Todd Day in Deadwood. Marlene thanked the City for their support throughout the years.

Commissioner Todd read a proclamation declaring April 27, 2019 as Relay for Life Day in Deadwood.

Years of Service

Commissioner Todd presented certificates to the following employees: Tom Kruzel for 5 years of service; Anthony Bradley for 15 years of service; Dan Bridenstine and Albert Kryger for 20 years of service; and Ken Hawki for 35 years of service. Kasey Campbell was absent but recognized for 5 years of service. Commission thanked each of them for their time.

Dispute

Joseph Garza, renter at 65 Sherman St., spoke to Commission concerning the water bill. He explained his usage throughout the year and believes at no point did he have any leaks throughout the building, and is asking for a reduction of bill. Commissioner Todd questioned the water meter, and heard there were toilets leaking. Public Works Director Green stated when Water Department noticed the high usage, they contacted the owner (Danny Gray) and he found running water within the building. Green stated the meter has been working properly. Commissioner Martinisko believes the building owner should help pay since he acknowledged water running within the building. Finance Officer McKeown spoke about the amount due. After much discussion Martinisko moved, Struble seconded to continue until the next Commission meeting on May 6, to allow Joseph to visit with building owner, Gray. Roll Call: Aye-All. Motion carried.

CONSENT

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

- A. Approve Special Alcohol License for Saloon #10 to serve liquor at Event Complex Friday, June 7 and Saturday June 8 for PBR Event. No public hearing necessary since license is on publicly owned property.
- B. Make 2019 budgeted allocation to SD Humanities Council (for book festival) in the amount of \$10,000.00 from Bed and Booze Fund.
- C. Permission to sponsor 2019 Festival of the Book in the amount of \$10,000.00 to be held in Deadwood October 3-6, 2019 by the South Dakota Humanities Council (Budgeted in HP Public Education line item.)
- D. Make 2019 budgeted (March/April) allocation to Deadwood Alive in the amount of \$21,500.00 from Bed and Booze Fund.
- E. Permission to purchase 5500 gallons of diesel at \$2.45 per gallon from South Side Service.

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- F. Permission to hire Utility Services Associates to perform out bi-annual leak detection service on our water system. Attached quote from September 4, 2019 in the amount of \$3,089.00 is still applicable. (Budgeted under Water Dept. Professional Services line item.)
- G. Permission to hire the following for seasonal employees in the Parks/Streets Departments: Betsy Carbo at rate of \$17.67 per hr. effective April 17, 2019; Troy Jassman at \$9.48 per hr. effective April 22, 2019; Coltan Radensleben at rate of \$11.19 per hr. effective April 29, 2019; and Jared Quaschnick at rate of \$9.76 per hr. effective April 29, 2019.
- H. Permission to hire Randy Adler as full-time parks technician at \$17.67 per hour effective May 6, 2019.
- I. Removed from agenda
- J. Permission to pay ESRI GIS Software Maintenance agreement in the amount of \$15,829.32 with costs covered through various departments as budgeted.
- K. Permission for Mayor to sign Loan Agreement with La Salle County Historical Society in Illinois for the traveling James Butler "Wild Bill" Hickok exhibit from May 20 to August 31, 2019.
- L. Permission to purchase digital kiosk from Seaton Publication for exhibit space in the History and Information Center in the amount of \$2,900.00 from HP Public Education line item. (Budgeted project)
- M. Permission to purchase Screening Bucket from McDaniel Sales, Inc. in Minnetrista, MN for use by the Public Works Department for Historic Preservation projects at a cost of \$5,776.23 using HP Capital Assets line item.
- N. Removed for separate consideration in New Business.
- O. Acknowledge address correction on Resolution 2019-09.
- P. Permission to hire Dylan Bell as a part-time police officer at \$21.35 per hour effective April 16, 2019
- Q. Permission to increase wage of Ken Rehberg from \$18.65 per hr. to \$19.63 per hr. effective May 2, 109 after two years as Asst. Trolley Manager.
- R. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Rocky A. Mattson and Barb J. Mattson.
- S. Permission to add an ADA bathroom to Mt. Moriah Improvements. (Funds will need to be moved from other line items and offset from rental income)

BID ITEMS

Results

Commissioner Todd stated four bids were opened for retaining wall at 336 Williams Street at 1:00 p.m. on April 12 per addendum. Bid bonds were included in the following bid submittals:

CAI Construction – Base Bid - \$63,000.00, Alternate 1 - \$26,000.00, Alternate 2 - \$21,000.00, Alternate 3 - \$24,000.00, Total - \$134,000.00

RCS Construction – Base Bid - \$72,300.00, Alternate 1 - \$31,800.00, Alternate 2 - \$34,200.00, Alternate 3 - \$21,200.00, Total - \$159,500.00

Complete Concrete – Base Bid - \$91,297.00, Alternate 1 - \$66,172.00, Alternate 2 - \$43,801.00, Alternate 3 - \$29,764.00, Total - \$231,034.00

C. Eagle Construction – Base Bid - \$72,000.00, Alternate 1 - \$41,000.00, Alternate 2 - \$34,000.00, Alternate 3 - \$20,800.00, Total - \$167,800.00

Historic Preservation Officer Kuchenbecker recommended Commission continue for review. Martinisko moved, Struble seconded to continue. Roll Call: Aye-All. Motion carried.

Set

Martinisko moved, Struble seconded to advertise for synthetic ice rink for Outlaw Square with bids due May 15, 2019 at 2:00 p.m. with results to Commission on May 20, 2019. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to advertise for Event Complex Parking Lot Paving with bids due May 2, 2019 at 2:00 p.m. with results to Commission on May 6, 2019. Roll Call: Aye-All. Motion carried.

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PUBLIC HEARINGS

PBR Pro Event

Public hearing was opened at 5:42 p.m. by Commissioner Todd. Sarah Anderson, Deadwood Chamber, was available to answer questions, hearing closed.

Martinisko moved, Struble seconded to allow the relaxation of the open container ordinance at the Event Complex from noon to 10:00 p.m. on Thursday, June 6, 2019. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to allow the relaxation of the open container ordinance at the Event Complex from noon to 10:00 p.m. on Friday, June 7, 2019. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to allow the relaxation of the open container ordinance at the Event Complex from noon to 10:00 p.m. on Saturday, June 8, 2019. Roll Call: Aye-All. Motion carried.

Struble moved, Martinisko seconded to approve waiver of vending fee on Thursday, June 6 through Saturday, June 8, 2019. Roll Call: Aye-All. Motion carried.

Days of 76

Public hearing was opened at 5:45 p.m. by Commissioner Todd. No one spoke in favor or against, hearing closed, hearing closed.

Martinisko moved, Struble seconded to allow the relaxation of the open container at the Event Complex from 7:00 a.m. Saturday, July 20 to 2:00 a.m. on Sunday, July 21, 2019. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to allow the relaxation of the open container at the Event Complex From 7:00 a.m. on Sunday, July 21 to 2:00 a.m. on Monday, July 22, 2019. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to allow the relaxation of the open container at the Event Complex from 7:00 a.m. on Monday, July 22 to 2:00 a.m. on Tuesday, July 23, 2019. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to allow the relaxation of the open container at the Event Complex from 7:00 a.m. on Tuesday, July 23 to 2:00 a.m. on Wednesday, July 24, 2019. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to allow the relaxation of the open container at the Event Complex from 7:00 a.m. on Wednesday, July 24 to 2:00 a.m. on Thursday, July 25, 2019. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to allow the relaxation of the open container at the Event Complex from 7:00 a.m. on Thursday, July 25 to 2:00 a.m. on Friday, July 26, 2019. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to allow the relaxation of the open container at the Event Complex from 7:00 a.m. on Friday, July 26 to 2:00 a.m. on Saturday, July 27, 2019. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to allow the relaxation of the open container at the Event Complex From 7:00 a.m. on Saturday, July 27 to 2:00 a.m. Sunday, July 28, 2019. Roll Call: Aye-All. Motion carried.

Struble moved, Martinisko seconded to approve the use of the Event Complex Wednesday, July 17 through Wednesday, July 31, street closure on Main Street from Masonic Temple to Tin Lizzies Gaming Resort and a portion of 14A from Tin Lizzies Gaming Resort to Event Complex from 1:00 p.m. until parade ends on Friday July 26, and from 9:30 a.m. until parade ends on Saturday, July 27, and waiver of vending fee on Tuesday, July 23 through Saturday July 27, 2019. Roll Call: Aye-All. Motion carried.

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Days of 76 Continued

Struble moved, Martinisko seconded to approve special full temporary liquor license for Days of '76 on Tuesday, July 23 through Saturday, July 27, 2019. Roll Call: Aye-All. Motion carried.

Steer Roping

Public hearing was opened at 5:51 p.m. by Commissioner Todd. No one spoke in favor or against, hearing closed.

Martinisko moved, Struble seconded to allow the relaxation of the open container at the Event Complex from 7:00 a.m. to 10:00 p.m. on Saturday, August 17, 2019. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to allow the relaxation of the open container at the Event Complex from 7:00 a.m. to 10:00 p.m. on Sunday, August 18, 2019. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to allow the relaxation of the open container at the Event Complex from 7:00 a.m. to 10:00 p.m. on Monday, August 19, 2019. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to allow the relaxation of the open container at the Event Complex from 7:00 a.m. to 10:00 p.m. on Tuesday, August 20, 2019. Roll Call: Aye-All. Motion carried.

Struble moved, Martinisko seconded to approve the use of the Event Complex, waiver of vending fee for Days of '76 on August 18 through August 20, 2019. Roll Call: Aye-All. Motion carried.

Struble moved, Martinisko seconded to approve special full temporary liquor license for Days of 76 on August 18 through August 20, 2019. Roll Call: Aye-All. Motion carried.

Northern Hills Community Band

Public hearing was opened at 5:55 p.m. by Commissioner Todd. No one spoke in favor or against, hearing closed. Struble moved, Martinisko seconded to approve the street closure on Main Street from Pine to Wells Fargo Entrance on Thursday, July 25, 2019 from 6:15 p.m. to 7:45 p.m., and use of portico at History Interpretive Center Saturday, July 27, 2019 beginning at 12:00 p.m. for the Northern Hills Community Band performance for the Days of 76 concerts. Roll Call: Aye-All. Motion carried.

Wild Bill Days

Public hearing was opened at 5:56 p.m. by Commissioner Todd. Sarah Anderson, Deadwood Chamber, was available to answer questions. Hearing closed.

Martinisko moved, Struble seconded to allow the relaxation of the open container ordinance on Main Street from the Tin Lizzie Gaming Resort to Masonic Temple, Broadway Street from Wall to Shine, Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street and Lee Street from Pioneer Way to 83 Sherman Street from 5:00 p.m. to 10:00 p.m. on Friday, June 14, 2019. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to allow the relaxation of the open container ordinance on Saturday, June 15, 2019 from noon to 10:00 p.m. for same area as approved on June 14, 2019. Roll Call: Aye-All. Motion carried.

Struble moved, Martinisko seconded to approve the street closure on Deadwood Street from Martin Mason To Sherman Street, Thursday, June 13 at 9:00 a.m. and remain closed until 10:00 p.m. Saturday, June 15, 2019; Main Street from Wall to Deadwood Street on Thursday, June 13 at 2:00 p.m. and remain closed until 2:00 a.m. Sunday, June 16. Roll Call: Aye-All. Motion carried.

Struble moved, Martinisko allow the use of public property for Deadwood's Midnight Cowboy 5K Run on Saturday, June 15, 2019. Roll Call: Aye-All. Motion carried.

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Wild Bill Days Continued

Struble moved, Martinisko seconded to waive the vending fee and allow vending on Main Street on Friday and Saturday, June 14 and 15, for Chamber merchandise and Northern Hills Alliance for Children; waiver of banner fees Friday & Saturday, June 14 & 15; Motorcycle parking on Main Street from Wild Bill Bar to Belle Joli Winery, northwest side only noon to 10:00 p.m. Friday June 14 and Saturday, June 15, 2019. Roll Call: Aye-All. Motion carried.

Set

Martinisko moved, Struble seconded to set public hearing on May 6 for Retail (on-off sale) Malt Beverage License, and Retail (on-off sale) Wine License for Family Dollar at 124 Sherman Street. Roll Call: Aye-All. Motion carried.

NEW BUSINESS

Item N (Cleaning)

Commissioner Todd questioned the amount and if the cleaning could be done in house. Public Works Director Green stated this will be a scheduled process going forward. Martinisko moved, Struble seconded to hire SF Professional Pressure Washing for parking garage cleaning in the amount of \$11,424.00. (To be paid from Parking Garage Professional Services line item.) Roll Call: Aye-All. Motion carried.

Ordinance

Martinisko moved, Struble seconded to approve first reading of Ordinance 1293 Amending Chapter 15.01 International Building Code. Roll Call: Aye-All. Motion carried.

Permit

Struble moved, Martinisko seconded to allow the Issuance of horse-drawn vehicle permit per DCO 5.20 for Stagecoach operations through Deadwood Alive for 2019 per information and particulars provided. (Insurance and fee received by Finance Office.) Roll Call: Aye-All. Motion carried.

Easement

Martinisko moved, Struble seconded to allow Mayor to sign Conservation Easement for Franklin Hotel for Pediment and parapet. Historic Preservation Kuchenbecker spoke about the Easement. (Purchase of easement already approved.) Roll Call: Aye-All. Motion carried.

Amendment #3

Struble moved, Martinisko seconded to allow Mayor to sign Amendment #3 for Bid Package #2 of CMAR Contract with Scull Construction Services in the amount of \$478,366.00. (Bids acknowledged by Commission on April 1, 2019) Roll Call: Aye-All. Motion carried.

Appoint

Martinisko moved, Struble seconded to appoint the following individuals to Business Improvement Board #9 pursuant to SDCL 9-55-5; Wayne Morris, Jim Burgess, Mike Trucano, Jim Trucano, and Trinity Conrad. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- Open Commissioner Seat (1-year term) Letters of Interest should be submitted to the Mayor's office by 5:00 p.m. on April 26, 2019.

Commissioner Todd requested Executive Session for personnel matters per SDCL 1-25-2(1) with possible action.

ADJOURNMENT

Martinisko moved, Struble seconded to adjourn the regular session at 6:11 p.m. and convene into Executive Session for personnel matters per SDCL 1-25-2(1) with possible action. The next regular meeting will be on Monday May 6, 2019.

After coming out of executive session, Struble moved, Martinisko seconded to increase wage of Cory Percy from \$19.52 per hr. to \$20.61 per hr. effective April 7, 2019, which is 95% prevailing wage. Martinisko moved, Struble seconded to adjourn at 6:28 p.m.

REGULAR MEETING, APRIL 15, 2019

ATTEST:

DATE: _____

Jessica McKeown, Finance Officer

BY: _____
David Ruth Jr., Mayor

Published once at the total approximate cost of _____

PACKET: 04651 COMBINED - 5/7/19

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
01-0585	SD DEPT. OF REVENUE	I-042419	101-3000-202	LIQUOR LICENS BEV LICENSE - FAMILY DOLLAR	000000	150.00
01-3309	THE LORD'S CUPBOARD	I-042319	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	68.97
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 218.97
01-4479	MEETING THE CHALLENGE,	I-30210	101-4111-422-01	PROF. SERV. S ADA WORKSHOP / RAPID CITY	000000	229.00
				DEPARTMENT 111	COMMISSION	TOTAL: 229.00
01-0433	WELLMARK BLUE CROSS BLU	I-201904164945	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,110.48
01-0510	GOLDEN WEST TECHNOLOGIE	I-349263	101-4142-422	PROFESSIONAL COMPUTER ISSUE / FINANCE	000000	53.13
01-0800	MORRISON, RONDA	I-042519	101-4142-427	TRAVEL TRAVEL REIMBS/PR CLASS-PIERRE	000000	281.04
01-1171	A & B BUSINESS SOLUTION	I-IN610859	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	110.09
01-1331	SD MUNICIPAL LEAGUE	I-050119	101-4142-427	TRAVEL REGISTRATION - BUDGET TRAINING	000000	25.00
		I-050119-A	101-4142-427	TRAVEL REGISTRATION - DR/CR WKSHOP	000000	25.00
01-2580	SD GOV. FINANCE OFFICER	I-042219	101-4142-427	TRAVEL REG.FEE-FIN.OFFICER SCHOOL	000000	150.00
01-2581	SD GOV. HUMAN RESOURCE	I-042219	101-4142-427	TRAVEL REGIS.FEES - H.R. SCHOOL	000000	100.00
01-3135	A - Z SHREDDING, INC.	I-15052042319	101-4142-422	PROFESSIONAL SHREDDING - ACCOUNTING	000000	15.01
01-3877	MUTUAL OF OMAHA	I-042219	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	16.46
				DEPARTMENT 142	FINANCE	TOTAL: 3,886.21
01-0429	BLACK HILLS ENERGY	I-ELECTRIC 04/29/19	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	18.04
		I-ELECTRIC 04/29/19	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	20.29

PACKET: 04651 COMBINED - 5/7/19

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-ELECTRIC	04/29/19	101-4192-428	UTILITIES WELCOME SIGN JCT HWY 385 & CLI	000000	16.80
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 1 MILLER STREET	000000	20.64
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	18.95
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES WELCOME SIGN DEADWOOD HILL	000000	24.91
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES SAMPSON STREET PUMP	000000	19.07
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES PRESSURE REG STATION	000000	257.55
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES GAYVILLE PUMP	000000	15.00
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 1 MCKINLEY ST TRAFFIC LIGHTS	000000	52.89
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	151.59
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 565 MAIN STREET LIGHTS	000000	27.96
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 135 SHERMAN STREET LIGHTS	000000	55.80
	I-ELECTRIC	04/29/19	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	5,646.59
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 398 WILLIAMS STREET LIGHTS	000000	27.86
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	21.44
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 610 BROADWAY STREET	000000	103.46
	I-ELECTRIC	04/29/19	101-4192-428-07	UTILITIES - F FIRE HALL	000000	543.06
	I-ELECTRIC	04/29/19	101-4192-428-07	UTILITIES - F 737 MAIN STREET FIRE HALL	000000	9.98
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	38.65
	I-ELECTRIC	04/29/19	101-4192-428-19	UTILITIES - G 418 CLIFF STREET GATEWAY	000000	120.39
	I-ELECTRIC	04/29/19	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	58.15
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	168.18
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES STREET	000000	17.37
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES PUMP 119 DENVER AVENUE	000000	818.76
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES TRAFFIC LIGHTS 4 LANE	000000	99.59
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 509 WILLIAMS STREET LIGHTS	000000	22.89
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES TIMMS LANE POLE BUILDING	000000	39.30
	I-ELECTRIC	04/29/19	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	421.00
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 105 1/2 SHERMAN ST TRAFFIC LTS	000000	72.46
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 102 WATER TANK LANE	000000	15.00
	I-ELECTRIC	04/29/19	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	340.74
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 7 1/2 PECK STREET LIGHTS	000000	33.93
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES WILD BILL STATUE LIGHT	000000	15.00
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 135 WILLIAMS STREET LIGHTS	000000	27.39
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 34 LINCOLN AVENUE LIGHTS	000000	34.05
	I-ELECTRIC	04/29/19	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	15.00
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 368 WILLIAMS STREET LIGHTS	000000	24.58
	I-ELECTRIC	04/29/19	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN ST	000000	705.95
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 65 SHERMAN STREET	000000	1,359.01
	I-ELECTRIC	04/29/19	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	98.99
	I-ELECTRIC	04/29/19	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	17.83
	I-ELECTRIC	04/29/19	101-4192-428-03	UTILITIES - B CONSESSION STAND 16 CRESCENT	000000	200.80
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES PRV 180 CLIFF STREET	000000	55.20
	I-ELECTRIC	04/29/19	101-4192-428-17	UTILITIES - D DAYS OF '76 MUSEUM 40 CRESCENT	000000	3,040.33
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 20 WABASH STREET LIGHTS	000000	25.81
	I-ELECTRIC	04/29/19	101-4192-428-04	UTILITIES - C 108 SHERMAN STREET CITY HALL	000000	1,983.30
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 22 DUDLEY STREET LIGHTS	000000	27.51
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 9 CEMETERY STREET LIGHTS	000000	18.17
	I-ELECTRIC	04/29/19	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	492.14

PACKET: 04651 COMBINED - 5/7/19

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-ELECTRIC	04/29/19	101-4192-428	UTILITIES METHODIST MEMORIAL PARK	000000	33.17
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES CUTTING MINE DEADWOOD GULCH	000000	19.00
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	450.95
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DRIVE	000000	15.00
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES TICKET BOOTH/BATHROOM	000000	19.53
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 301 CLIFF STREET	000000	1,067.68
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES PRV STATION 4 DAKOTA STREET	000000	190.66
	I-ELECTRIC	04/29/19	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	367.73
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 178 SHERMAN STREET LIGHTS	000000	69.66
	I-ELECTRIC	04/29/19	101-4192-428-21	UTILITIES - W 501 MAIN STREET WELCOME CENTER	000000	991.44
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 46 FREMONT STREET LIGHTS	000000	42.05
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 22 WASHINGTON STREET LIGHTS	000000	59.64
	I-ELECTRIC	04/29/19	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	933.19
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 4 MT MORIAH ROAD LIGHTS	000000	34.27
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES MT MORIAH VISITORS CENTER	000000	351.95
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 5 SIEVER STREET	000000	550.95
	I-ELECTRIC	04/29/19	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT STREET	000000	325.83
	I-ELECTRIC	04/29/19	101-4192-428-06	UTILITIES - D 15 CRESCENT STREET RODEO	000000	786.12
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 7 1/2 SAMPSON STREET LIGHTS	000000	36.53
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 62 FOREST AVENUE LIGHTS	000000	31.21
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES REDWOOD TANK	000000	168.94
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES PUMP 50 PLEASANT STREET	000000	40.40
	I-ELECTRIC	04/29/19	101-4192-428-12	UTILITIES - P DEADWOOD PAVILION	000000	0.00
	I-ELECTRIC	04/29/19	101-4192-428-12	UTILITIES - P 767 MAIN STREET	000000	9.98
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BLDG	000000	119.86
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES WATER HEAT TAPE	000000	35.81
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES PRESSURE REDUCTION STATION	000000	266.89
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES FLAG 2 MOUNT MARIAH DRIVE	000000	39.71
	I-ELECTRIC	04/29/19	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVENUE	000000	679.71
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	15.45
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 8 DAKOTA STREET LIGHTS	000000	20.74
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	30.07
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 49 SHERMAN STREET LIGHTS	000000	140.36
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES 17 PLEASANT STREET LIGHTS	000000	27.51
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES TEMPORARY SERVICE 703 MAIN	000000	85.00
	I-ELECTRIC	04/29/19	101-4192-428	UTILITIES SERVICE CHG 703 MAIN	000000	20.00
01-0433	WELLMARK BLUE CROSS BLU					
	I-201904164945		101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,244.12
01-0479	EPCO ENVIRONMENTAL PROD					
	I-65100		101-4192-426	SUPPLIES VARIOUS PLEATED AIR FILTERS/PB	000000	695.53
01-0510	GOLDEN WEST TECHNOLOGIE					
	I-349349		101-4192-425-15	REPAIRS - TRO REPAIR COMPUTER HACKED/TROLLEY	000000	212.50
	I-349732		101-4192-425-15	REPAIRS - TRO MANAGED SERVICES PC/TROLLEY	000000	106.25
01-0551	MENARD'S					

PACKET: 04651 COMBINED - 5/7/19

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
01-0551	MENARD'S			continued		
		I-16491	101-4192-426-06	SUPPLIES - DA CABINETS/GRANDSTANDS	000000	398.00
		I-16491	101-4192-433-04	IMPROVEMENTS- CABINETS-STONE-VANITY/CITY HAL	000000	877.87
01-0553	MONTANA DAKOTA UTILITIE					
		I-NAT GAS 04/23/19	101-4192-428-04	UTILITIES - C CITY HALL	000000	489.24
		I-NAT GAS 04/23/19	101-4192-428-14	UTILITIES - S CITY SHOP	000000	409.65
		I-NAT GAS 04/23/19	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	243.10
		I-NAT GAS 04/23/19	101-4192-428-12	UTILITIES - P PAVILION	000000	0.00
		I-NAT GAS 04/23/19	101-4192-428-07	UTILITIES - F FIRE HALL	000000	358.19
		I-NAT GAS 04/23/19	101-4192-428-13	UTILITIES - R REC CENTER	000000	3,253.51
		I-NAT GAS 04/23/19	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	290.48
		I-NAT GAS 04/23/19	101-4192-428	UTILITIES GAYVILLE WATER HOUSE BLACKTAIL	000000	29.92
		I-NAT GAS 04/23/19	101-4192-428-09	UTILITIES - H HARCC	000000	244.55
		I-NAT GAS 04/23/19	101-4192-428-19	UTILITIES - G GATEWAY PLUMA	000000	49.07
		I-NAT GAS 04/23/19	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	107.84
		I-NAT GAS 04/23/19	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	159.33
		I-NAT GAS 04/23/19	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	180.67
		I-NAT GAS 04/23/19	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	544.89
		I-NAT GAS 04/23/19	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	369.16
01-0578	TWIN CITY HARDWARE & LU					
		C-1903-012771	101-4192-426	SUPPLIES WINCH STRAP-DRIVE GUIDE/PB	000000	54.50-
		I-1903-012571	101-4192-426	SUPPLIES ANT TRAPS-FASTENERS-SALT/PB	000000	104.29
		I-1903-012732	101-4192-426	SUPPLIES (2) WINCH STRAPS/PUB BLDG	000000	75.98
		I-1903-012832	101-4192-425-13	REPAIRS - REC FOLDING STEP STOOL/REC CENTER	000000	34.49
		I-1903-012964	101-4192-425-02	REPAIRS - ADA FASTENERS VARIOUS/AD MUSEUM	000000	16.06
		I-1904-013422	101-4192-425-13	REPAIRS - REC BALL HEX KEY/REC CENTER	000000	12.99
		I-1904-013526	101-4192-425-07	REPAIRS - FIR 1" SLOT INSERT BIT/FIRE HALL	000000	3.32
		I-1904-013618	101-4192-425-13	REPAIRS - REC (2) WASTE BASKETS/REC CENTER	000000	45.98
		I-1904-013635	101-4192-425-13	REPAIRS - REC DRY ERASE BOARD-MARKERS/REC	000000	54.98
		I-1904-013668	101-4192-425-13	REPAIRS - REC SQUEEGEE-SM ROD-EXT POLE/REC	000000	50.96
		I-1904-013811	101-4192-426-13	SUPPLIES - RE LIME AWAY SPR-AIR FRESH/REC	000000	59.52
		I-1904-013812	101-4192-426	SUPPLIES TIE DOWN-CLEVIS PIN-JACK CH/PB	000000	82.75
		I-1904-014026	101-4192-425-04	REPAIRS - CIT (2) 40 LB SOFTENER SALT/CITY H	000000	14.98
		I-1904-014477	101-4192-425-13	REPAIRS - REC BIT DRVR-GLVS-BATTERY-TRAP/REC	000000	50.95
		I-1904-014532	101-4192-425-02	REPAIRS - ADA 3V CAM BATTERY 2 PK/AD MUSEUM	000000	14.99
		I-1904-014614	101-4192-425-10	REPAIRS - LIB HAMMER-METAL CUTOFF-GRIND/LIB	000000	45.94
		I-1904-014695	101-4192-425-04	REPAIRS - CIT MATTE PSTL BS PAINT/CITY HALL	000000	47.99
		I-1904-014719	101-4192-425-13	REPAIRS - REC SCISSORS-FLEX TAPE/REC CENTER	000000	26.98
		I-1904-015072	101-4192-425-04	REPAIRS - CIT 5 GAL SATN PSTL PAINT/CITY HAL	000000	379.98
		I-1904-015208	101-4192-425-04	REPAIRS - CIT BLK CORD PLUG/CITY HALL	000000	5.49
		I-1904-015366	101-4192-425-04	REPAIRS - CIT BATTERY-ADHESIVE-ARM HANG/CITY	000000	81.95
		I-1904-015402	101-4192-426-13	SUPPLIES - RE DUST MOP-MICRO FIBER MOP/REC	000000	77.96
		I-1904-015481	101-4192-425-03	REPAIRS - BAL CONNECTOR-VALVE-FILTER/BALLPAR	000000	107.39
		I-1904-015522	101-4192-425-18	REPAIRS - FOO CLOSET KITS 3.5-4.5/FOOTBALL F	000000	134.95
		I-1904-015618	101-4192-425-18	REPAIRS - FOO PUSH COUPLING-FASTENERS/FTBL	000000	119.97
		I-1904-015798	101-4192-425-18	REPAIRS - FOO (2) DUOFIT AERATORS/FOOTBALL	000000	8.98
		I-1904-016491	101-4192-425-17	REPAIRS-DAYS SQUEEGEE-BATTERY-EXT POLE/DAYS	000000	71.86

PACKET: 04651 COMBINED - 5/7/19

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
01-1046	KARL'S TV & APPLIANCE,					
		I-112021767	101-4192-433-04	IMPROVEMENTS- MICROWAVE-SLEF CLEAN-ACC/CITY	000000	811.99
01-1098	HILLYARD/SIOUX FALLS					
		I-603413829	101-4192-426-21	SUPPLIES - WE REJUV-ARSENAL-SUPROX/WELCOME	000000	168.94
01-1333	DEADWOOD ELECTRIC					
		I-21834	101-4192-425-12	REPAIRS - PAV REPLACE SERVICE 767 MAIN/PAVIL	000000	1,213.79
		I-21839	101-4192-425-13	REPAIRS - REC SUPPLIES FOR ROOF UNIT/REC CEN	000000	35.42
01-1502	BLACK HILLS CHEMICAL					
		I-153302	101-4192-426	SUPPLIES GL CLEANER-TOWELS-STYRO CUPS/P	000000	557.02
		I-153302A	101-4192-426	SUPPLIES LOTION SOAP-DISPENSER/PUB BLDG	000000	158.19
01-1626	SERVALL UNIFORM AND LIN					
		I-SERVALL 04/18/19	101-4192-426-04	SUPPLIES - CI CITY HALL - 0180206	000000	216.92
		I-SERVALL 04/18/19	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0180209	000000	60.09
		I-SERVALL 04/18/19	101-4192-426-08	SUPPLIES - HI HISTORY / 0180207	000000	71.53
		I-SERVALL 04/18/19	101-4192-426-10	SUPPLIES - LI LIBRARY / 0180208	000000	31.70
		I-SERVALL 04/18/19	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0180203	000000	38.85
		I-SERVALL 04/18/19	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0180204	000000	130.12
01-1714	FORCOLI & SONS PAINTING					
		I-PHASE1-DWD	101-4192-425-04	REPAIRS - CIT 8 DOOR FRAMES-WINDOW/CITY	000000	653.06
		I-PHASE2-DWD	101-4192-425-04	REPAIRS - CIT PAINT OFFICES-STAIRS-CEILING/C	000000	2,066.33
		I-PHASE3-DWD	101-4192-425-04	REPAIRS - CIT 2 COAT PAINT HALLWAY-BRKR/CIT	000000	2,293.88
01-1725	QUILL CORPORATION					
		I-6299504	101-4192-426	SUPPLIES COFFEEMATE CREAMER/PUB BLDG	000000	86.88
		I-6300029	101-4192-426	SUPPLIES COFFEE MATE CARMEL CREAM/PB	000000	6.99
		I-6305665	101-4192-426	SUPPLIES SNAP FRAME SILVER/PUB BLDG	000000	41.99
01-3421	S AND C CLEANERS					
		I-04/22/19 INV 100	101-4192-422-14	PROFESSIONAL CLEANING MARCH-APRIL/STREETS	000000	967.75
		I-04/22/19 INV 100	101-4192-422-11	PROFESSIONAL CLEANING MARCH-APRIL/PARKS	000000	967.76
		I-04/22/19 INV 124	101-4192-422-21	PROFESSIONAL CLAENING APRIL/WELCOME CENTER	000000	1,740.00
		I-04/22/19 INV 226	101-4192-422-18	PROFESSIONAL CLEANING /FOOTBALL FLD B-ROOMS	000000	30.00
		I-04/22/19 INV 226	101-4192-422	PROFESSIONAL CLEANING /B-ROOMS, ELEVATORS	000000	517.00
		I-04/22/19 INV REC	101-4192-422-13	PROFESSIONAL CLEANING MARCH-APRIL/REC CENTE	000000	3,723.00
		I-04/22/19 INV134	101-4192-422-10	PROFESSIONAL CLEANING / LIBRARY	000000	600.00
		I-04/22/19 INV134	101-4192-422-07	PROFESSIONAL CLEANING / FIRE HALL	000000	400.00
01-3506	ALSCO					
		I-LCAS1262873	101-4192-426-21	SUPPLIES - WE MATS/WELCOME CENTER	000000	47.45
		I-LCAS1265675	101-4192-426-21	SUPPLIES - WE MATS/WELCOME CENTER	000000	48.15
		I-LCAS1268464	101-4192-426-21	SUPPLIES - WE MATS/WELCOME CENTER	000000	47.45
01-3685	BLACK HILLS SECURITY &					
		I-P109077	101-4192-422-02	PROFESSIONAL SECURITY PNL B/ADAMS MUSEUM	000000	408.16

PACKET: 04651 COMBINED - 5/7/19

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
01-3838	VAST BROADBAND					
		I-TELEPHONE 04/16/19	101-4192-428-07	UTILITIES - F FIRE DEPT	000000	291.37
		I-TELEPHONE 04/16/19	101-4192-428-10	UTILITIES - L LIBRARY	000000	253.18
		I-TELEPHONE 04/16/19	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	229.05
		I-TELEPHONE 04/16/19	101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	253.47
		I-TELEPHONE 04/16/19	101-4192-428-04	UTILITIES - C CITY HALL	000000	226.86
		I-TELEPHONE 04/16/19	101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	90.00
		I-TELEPHONE 04/16/19	101-4192-428-14	UTILITIES - S STREET DEPT	000000	44.13
		I-TELEPHONE 04/16/19	101-4192-428-06	UTILITIES - D DAYS OF 76 GRANDSTANDS	000000	134.89
		I-TELEPHONE 04/16/19	101-4192-428-12	UTILITIES - P PAVILION	000000	0.00
		I-TELEPHONE 04/16/19	101-4192-428-04	UTILITIES - C CITY HALL	000000	1,335.28
01-3877	MUTUAL OF OMAHA					
		I-042219	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	12.38
01-3975	FIRST NATIONAL CREDIT C					
		I-04/25/19 CC KRUEL	101-4192-426-04	SUPPLIES - CI DYSON VACUUM/CITY HALL	000000	269.00
		I-04/25/19 CC KRUEL	101-4192-426-04	SUPPLIES - CI VARIDESK/CITY HALL	000000	363.91
		I-04/25/19 CC KRUEL	101-4192-425-02	REPAIRS - ADA BABY CHANGING STATION/ADAMS MU	000000	148.00
01-3977	ACE HARDWARE OF LEAD					
		I-011979	101-4192-425-18	REPAIRS - FOO COP TUBE-CLIP-BALL VALVE/FTBL	000000	50.76
		I-011988	101-4192-425-18	REPAIRS - FOO BALL VALVE 1/2 LF/FOOTBALL FLD	000000	16.99
		I-012069	101-4192-425-04	REPAIRS - CIT SOCKETS-RECT INSPECT MIRROR/CI	000000	41.94
01-4057	VIEHAUSER ENTERPRISES,					
		I-21665	101-4192-425-13	REPAIRS - REC SPECO DOMW CAMERA/REC CENTER	000000	149.98
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	61,528.99
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-61381	101-4193-422	PROFESSIONAL SSL CERTIFICATE - 1 YR	000000	448.80
				DEPARTMENT 193 COMPUTER SERVICE	TOTAL:	448.80
01-0433	WELLMARK BLUE CROSS BLU					
		I-201904164945	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	13,641.06
01-0582	SD DEPT. OF MOTOR VEHIC					
		I-041819	101-4210-426	SUPPLIES TITLE/PLATES - DURANGO/POLICE	000000	21.20
01-0698	WEGNER AUTO CO., INC					
		I-041619	101-4210-434	MACHINERY/EQU 2019 DODGE DURANGO SS / POLICE	000000	31,876.00
01-1725	QUILL CORPORATION					
		I-6563010	101-4210-426	SUPPLIES ENVELOPES,MAILERS,DVD PK/POLIC	000000	139.62

PACKET: 04651 COMBINED - 5/7/19

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
01-1740	STREICHER'S					
		I-11363120	101-4210-426	SUPPLIES MAG POUCHES - POLICE	000000	35.99
01-3855	PAPOUSEK, SONYA					
		I-041919	101-4210-427	TRAVEL REIMBS.FUEL- NASRU TRAINING	000000	39.00
01-3877	MUTUAL OF OMAHA					
		I-042219	101-4210-415	GROUP INSURAN LIFE INSURANCE	000000	74.25
01-4131	PUBLIC SAFETY SOURCE					
		I-459184	101-4210-434	MACHINERY/EQU DURANGO CONSOLE - POLICE	000000	525.00
01-4317	VIGILANT BUSINESS SOLUT					
		I-194808	101-4210-422	PROFESSIONAL BACKGROUND INVESTIGATIONS	000000	111.00
01-4473	SPRIGLER, SALLY					
		I-033119	101-4210-427	TRAVEL REIMBS.FUEL - ACADEMY	000000	30.78
		I-040719	101-4210-427	TRAVEL REIMB.FUEL - ACADEMY	000000	29.97
01-4482	STOLTENBERG, JOSHUA R.					
		I-042519	101-4210-427	TRAVEL REIMBURSE FUEL - PIERRE SCHOOL	000000	31.50
DEPARTMENT 210 POLICE TOTAL:						46,555.37
01-0433	WELLMARK BLUE CROSS BLU					
		I-201904164945	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,067.74
01-0578	TWIN CITY HARDWARE & LU					
		I-1904-013881	101-4221-426	SUPPLIES 2 BOXES FILE FOLDERS - FIRE	000000	29.98
		I-1904-015420	101-4221-426	SUPPLIES INK REFILL,9x12 ENVELOPES-FIRE	000000	69.99
01-1171	A & B BUSINESS SOLUTION					
		I-IN609988	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	52.08
01-3346	REGIONAL HEALTH					
		I-700000832042019	101-4221-422	PROFESSIONAL TESTING	000000	55.00
01-3531	RAKOW, JASON					
		I-042319	101-4221-422	PROFESSIONAL JAN-MAR COMMISSION MTGS.	000000	150.00
01-3877	MUTUAL OF OMAHA					
		I-042219	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	3.22
01-4150	GOLDEN WEST INDUSTRIAL					
		I-2096961	101-4221-426	SUPPLIES SFTY GLASS,LINE TAPE,VEST-FIRE	000000	124.45
01-4184	FELD FIRE					
		I-0347329-IN	101-4221-422	PROFESSIONAL WARRANTY WORK/COMPRESSOR-FIRE	000000	264.00

PACKET: 04651 COMBINED - 5/7/19

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
01-4480	DAKOTAS SOCIETY OF AMER	I-1027	101-4221-429	OTHER FIREWISE/PLANNING CONFERENCE	000000	270.00
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 2,086.46
01-0433	WELLMARK BLUE CROSS BLU	I-201904164945	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	988.75
01-0578	TWIN CITY HARDWARE & LU	I-1903-012634	101-4232-426	SUPPLIES POST ITS/BUILDING INSPECT	000000	19.98
01-1003	VERIZON WIRELESS	I-9827910980	101-4232-422	PROFESSIONAL TABLET/ BLDG INSPECTOR	000000	627.08
01-1171	A & B BUSINESS SOLUTION	I-IN609991	101-4232-426	SUPPLIES CONTRACT BASE & USAGE/BI	000000	46.29
01-1191	UMENTHUM, KEITH	I-478954	101-4232-422	PROFESSIONAL (9) ROOFING INSPECTIONS/BI	000000	450.00
01-1668	ESRI	I-93627770A	101-4232-422	PROFESSIONAL 2019 ARCGIS MAINTENANCE SCH/BI	000000	400.00
01-1725	QUILL CORPORATION	I-6412882	101-4232-426	SUPPLIES OFFICE SUPPLIES/BLDG INSP	000000	52.14
01-3346	REGIONAL HEALTH	I-700000832042019	101-4232-422	PROFESSIONAL TESTING	000000	35.00
01-3877	MUTUAL OF OMAHA	I-042219	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
01-3975	FIRST NATIONAL CREDIT C	I-04/25/19 CC MOHR	101-4232-427	TRAVEL ADA WORKSHOP/BLDG INSPECTOR	000000	229.00
01-4317	VIGILANT BUSINESS SOLUT	I-194808	101-4232-422	PROFESSIONAL BACKGROUND INVESTIGATIONS	000000	111.00
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 2,964.19
01-0433	WELLMARK BLUE CROSS BLU	I-201904164945	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	7,145.34
01-0561	SD ONE CALL	I-SD19-0521	101-4310-422	PROFESSIONAL MARCH MESSAGE FEES/STREETS	000000	9.97
01-0578	TWIN CITY HARDWARE & LU					

PACKET: 04651 COMBINED - 5/7/19

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
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-1903-012726	101-4310-426	SUPPLIES	WHITE SPRAY PAINT/STREETS	000000 5.29
		I-1903-012831	101-4310-425	REPAIRS	20A CIRCUIT BREAKER/STREETS	000000 10.29
		I-1904-013600	101-4310-426	SUPPLIES	SYNTHETIC PUSH BROOM/STREETS	000000 29.99
		I-1904-013661	101-4310-425	REPAIRS	CONNECTOR-POL LUGS/STREETS	000000 62.52
		I-1904-013853	101-4310-426	SUPPLIES	(2) BATTERY WITH LEADS/STREETS	000000 21.98
		I-1904-014037	101-4310-426	SUPPLIES	SOLDER-ELECTRICAL TAPE/STREETS	000000 15.97
		I-1904-014414	101-4310-426	SUPPLIES	BALL HEX KEY-FASTENERS/STREETS	000000 13.64
		I-1904-014464	101-4310-426	SUPPLIES	12-10 RING TERMINALS/STREETS	000000 6.98
		I-1904-014524	101-4310-426	SUPPLIES	(2) PURPLE GLOSS SPRAY PAINT/S	000000 8.98
		I-1904-015327	101-4310-426	SUPPLIES	XTREME HAMMER/STREETS	000000 29.99
		I-1904-015430	101-4310-426	SUPPLIES	LONG NOSE PLIERS 4"-8"/STRTS	000000 33.48
		I-1904-015638	101-4310-426	SUPPLIES	RECOVERY STRAP 1X15/STREETS	000000 26.99
		I-1904-015653	101-4310-426	SUPPLIES	GLOVE-NETTING-KNEEL MAT/STREET	000000 50.97
		I-1904-015724	101-4310-426	SUPPLIES	RED VERSA TUB/STREETS	000000 9.99
		I-1904-016090	101-4310-426	SUPPLIES	(72) TRAFFIC LIGHTS/STREETS	000000 359.28
		I-1904-016135	101-4310-426	SUPPLIES	RED MARKING PAINT/STREETS	000000 53.93
		I-1904-016283	101-4310-426	SUPPLIES	DAWN LIQUID DISH SOAP/STREETS	000000 5.98
		I-1904-016356	101-4310-426	SUPPLIES	STRIPING-MARKING PAINT/STREETS	000000 179.77
		I-1904-016645	101-4310-426	SUPPLIES	CONNECTOR-CAULK-SILICONE/STR	000000 22.77
01-0582	SD DEPT. OF MOTOR VEHIC					
		I-042419	101-4310-426	SUPPLIES	VEHICLE TITLES & PLATES	000000 42.40
01-0674	WHITE'S QUEEN CITY MOTO					
		I-55121	101-4310-434	MACHINERY/EQU	2019 CHEVY SILVERADO 25/STREET	000000 28,567.00
		I-57763	101-4310-434	MACHINERY/EQU	2019 FORD F550 PLOW-SANDER/STR	000000 48,741.00
01-0782	JACOBS PRECISION WELDIN					
		I-25873	101-4310-425	REPAIRS	WELD HYDRAULIC CYLINDER/STR	000000 80.00
01-1003	VERIZON WIRELESS					
		I-9827910980	101-4310-422	PROFESSIONAL	ON CALL PHONES/STREETS	000000 25.46
01-1095	SIMON CONTRACTORS OF SD					
		I-04/22/19 PAY APP 2	101-4310-433	IMPROVEMENTS	14A PROJECT NO 17-1025	000000 11,906.05
01-1171	A & B BUSINESS SOLUTION					
		I-IN609991	101-4310-426	SUPPLIES	CONTRACT BASE & USAGE/STRT	000000 46.29
01-1333	DEADWOOD ELECTRIC					
		I-21835	101-4310-425	REPAIRS	WIRE IN GENERATOR TR LIGHTS/ST	000000 268.65
		I-21836	101-4310-425	REPAIRS	INSPECT LIGHTS ON 4 LANE/STRTS	000000 119.40
		I-21838	101-4310-425	REPAIRS	UPPER MAIN LIGHTS REPAIR/STR	000000 240.05
		I-21840	101-4310-425	REPAIRS	INSTALL LINE BREAKR BURNHAM/ST	000000 110.76
		I-21854	101-4310-425	REPAIRS	SUPPLY MATERIAL FOR ST LITES/S	000000 303.60
01-1348	EDDIE'S TRUCK CENTER, I					
		I-X201060054:01	101-4310-425	REPAIRS	EDDIE'S TRUCK CENTER, INC.	000000 5.50

PACKET: 04651 COMBINED - 5/7/19

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
01-1348	EDDIE'S TRUCK CENTER, I	continued				
		I-X201060810:02	101-4310-425	REPAIRS	LH DOOR HANDLE/STREETS	000000 15.17
01-1402	SD DEPT. OF TRANSPORTAT					
		I-S00107294	101-4310-422	PROFESSIONAL	BRDG INSP-PART HWY WK 410651/S	000000 1,152.63
01-1410	WESTERN COMMUNICATIONS,					
		I-19-732114	101-4310-426	SUPPLIES	ANALOG VHF-ANTENNA-IGNITION/ST	000000 506.95
01-1589	TEAM LABORATORY CHEMICA					
		I-INV0015447	101-4310-426	SUPPLIES	(50) FINE ROAD PATCH/STREETS	000000 794.50
01-1668	ESRI					
		I-93627770A	101-4310-422	PROFESSIONAL	2019 ARCGIS MAINTENANCE SCH/ST	000000 350.00
01-1725	QUILL CORPORATION					
		I-6412882	101-4310-426	SUPPLIES	OFFICE SUPPLIES/STREETS	000000 30.15
01-3060	QUIK SIGNS					
		I-26370	101-4310-422	PROFESSIONAL	(2) GRAPHIC CUT OUTS/STREETS	000000 65.82
01-3877	MUTUAL OF OMAHA					
		I-042219	101-4310-415	GROUP INSURAN	LIFE INSURANCE	000000 31.35
01-3896	EAGLE ENTERPRISES, LLC					
		I-22359	101-4310-426	SUPPLIES	LANTERN BATT-GREASE-15W LED/ST	000000 812.13
		I-22360	101-4310-426	SUPPLIES	TIRE SEALANT PUMP-SEALANT/STR	000000 373.53
01-3975	FIRST NATIONAL CREDIT C					
		I-04/25/19 CC GREEN	101-4310-427	TRAVEL	HOLIDAY INN ROBERT CONFERENCE	000000 243.80
		I-04/25/19 CC MOHR	101-4310-425	REPAIRS	SUPPLY PUMP/STREETS	000000 103.55
		I-04/25/19 CC MOHR	101-4310-426	SUPPLIES	NON STREAKING CLEANER/STREETS	000000 218.68
01-4212	SUPPLY HOUSE INDUSTRIAL					
		I-1402125	101-4310-426	SUPPLIES	SAWZALL-RECIP BLADE-GLASSES/ST	000000 614.00
		I-1402126	101-4310-426	SUPPLIES	SOCKET SET DEEP WILLIAMS/STRT	000000 737.80
01-4467	BIG TEX TRAILER WORLD I					
		I-04/19/19 BLADE	101-4310-434	MACHINERY/EQU	BLADE-PWR PACK-CONTROLLER/STR	000000 6,629.00
DEPARTMENT 310 STREETS					TOTAL:	111,239.32
01-0433	WELLMARK BLUE CROSS BLU					
		I-201904164945	101-4520-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S	000000 4,033.94
01-0578	TWIN CITY HARDWARE & LU					
		I-1903-012617	101-4520-426	SUPPLIES	MARKING PAINT-HAMMER/PARKS	000000 41.96
		I-1904-013608	101-4520-426	SUPPLIES	ORNG ENGINE ENAMEL/PARKS	000000 6.99

PACKET: 04651 COMBINED - 5/7/19

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
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-1904-013878	101-4520-426	SUPPLIES ADAPT-NIPPLE-PIPE-ELBOW/PARKS	000000	48.36
		I-1904-013963	101-4520-426	SUPPLIES FASTENERS VARIOUS/PARKS	000000	15.16
		I-1904-014127	101-4520-426	SUPPLIES GALV NIPPLE-SWVL CONNECT/PARKS	000000	7.28
		I-1904-015436	101-4520-426	SUPPLIES FASTENERS VARIOUS/PARKS	000000	5.96
		I-1904-016723	101-4520-426	SUPPLIES (2) 50G SAND BELT/PARKS	000000	25.98
01-0582	SD DEPT. OF MOTOR VEHIC					
		I-042419	101-4520-426	SUPPLIES VEHICLE TITLES & PLATES	000000	21.20
01-0674	WHITE'S QUEEN CITY MOTO					
		I-55122	101-4520-434	MACHINERY/EQU 2019 CHEVY SILVERADO 25/PARKS	000000	28,567.00
01-1003	VERIZON WIRELESS					
		I-9827910980	101-4520-422	PROFESSIONAL ON CALL PHONES/PARKS	000000	25.46
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1370890	101-4520-425	REPAIRS FILTER KIT-AIR CLNR-GRIP/PARKS	000000	876.35
01-2069	BARCO PRODUCTS					
		I-BP00085749	101-4520-426	SUPPLIES MEMORIAL BENCH SHAMA/PARKS	000000	1,015.89
01-3877	MUTUAL OF OMAHA					
		I-042219	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	26.40
01-3975	FIRST NATIONAL CREDIT C					
		I-04/25/19 CC MOHR	101-4520-426	SUPPLIES BROCHURE BOXES/PARKS	000000	70.10
				DEPARTMENT 520 PARKS	TOTAL:	34,788.03
01-0433	WELLMARK BLUE CROSS BLU					
		I-201904164945	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	988.75
01-0883	SD ASSN. OF CODE ENFORC					
		I-2019	101-4640-427	TRAVEL 2019 TRAINING CONFERENCE	000000	90.00
01-1668	ESRI					
		I-93627770	101-4640-429	OTHER 2019 AGREEMENT - PZ & HP	000000	1,000.00
01-3877	MUTUAL OF OMAHA					
		I-042219	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	7.43
01-4479	MEETING THE CHALLENGE,					
		I-30209	101-4640-427	TRAVEL 2019 ADA WORKSHOP	000000	229.00
				DEPARTMENT 640 PLANNING AND ZONING	TOTAL:	2,315.18
				FUND 101 GENERAL FUND	TOTAL:	266,260.52

PACKET: 04651 COMBINED - 5/7/19

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU	I-201904164945	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,522.39
01-0553	MONTANA DAKOTA UTILITIE	I-68250010003MAR/APR	206-4550-428	UTILITIES NATURAL GAS/LIBRARY/MAR-APR	000000	669.63
01-0918	ROLLING STONE	I-4008667638	206-4550-434	BOOKS, MAPS A SUBSCRIPTION - LIBRARY	000000	89.95
01-0973	PETTY CASH- LIBRARY	I-043019	206-4550-426	SUPPLIES REIMBS.FOR STAMPS	000000	55.00
01-1133	GOOD HOUSEKEEPING	I-0090696832-2019	206-4550-434	BOOKS, MAPS A SUBSCRIPTION - LIBRARY	000000	8.97
01-1171	A & B BUSINESS SOLUTION	I-IN610308	206-4550-426	SUPPLIES COPIER CONTRACT - LIBRARY	000000	49.14
01-1514	RAPID CITY JOURNAL SUBS	I-043019	206-4550-434	BOOKS, MAPS A SUBSCRIPTION - LIBRARY	000000	468.32
01-1557	DEMCO, INC.	I-6583801	206-4550-426	SUPPLIES THERM.PAPER,POLYBOX,LAM.POUCH	000000	227.72
01-1562	MIDWEST TAPE	I-97150768	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	62.22
		I-97183121	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	115.11
		I-97218181	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	61.84
		I-97245853	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	45.73
		I-97277760	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	83.21
01-1911	EMERY-PRATT COMPANY	I-621965	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	15.65
		I-622268	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	164.63
		I-622547	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	134.38
		I-622551	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	94.52
		I-622815	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	61.30
		I-623101	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	73.39
01-1930	CHANEY-MOODIE, JEANETTE	I-042419	206-4550-426	SUPPLIES REIMB.STAMPS,CALCULATOR,SCANNR	000000	245.23
01-2042	GQ PROFESSIONAL ACCOUNT	I-040219	206-4550-434	BOOKS, MAPS A 2 YR.SUBSCRIPTION - LIBRARY	000000	40.00
01-3877	MUTUAL OF OMAHA	I-042219	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	9.90
				DEPARTMENT 550 LIBRARY	TOTAL:	4,298.23
				FUND 206 LIBRARY FUND	TOTAL:	4,298.23

PACKET: 04651 COMBINED - 5/7/19

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2625	SCULL CONSTRUCTION					
		I-042619-APP#4	209-3000-340	STATE GRANT - PAY APP#4 - OUTLAW SQUARE	000000	145,111.33
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 145,111.33
01-0251	RECREATION SUPPLY COMPA					
		I-W9803	209-4510-426	SUPPLIES SLIDE GLOSS-CALCITROL/REC CENT	000000	234.81
01-0433	WELLMARK BLUE CROSS BLU					
		I-201904164945	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	533.64
01-1725	QUILL CORPORATION					
		I-6412882	209-4510-426	SUPPLIES TALLY COUNTERS/REC CENTER	000000	37.45
		I-6437259	209-4510-426	SUPPLIES HP BLACK INK PRINTER CART/REC	000000	43.99
01-2645	HAWKINS INC					
		I-4478708	209-4510-426	SUPPLIES DRYTEC GRAN-CRYSTAL BLUE/REC	000000	152.04
01-3346	REGIONAL HEALTH					
		I-700000832042019	209-4510-422	PROFESSIONAL TESTING	000000	35.00
01-3506	ALSCO					
		I-LCAS1267029	209-4510-426	SUPPLIES MATS-MOPS/REC CENTER	000000	205.84
01-3648	NETWORK SERVICES COMPAN					
		I-575688-0	209-4510-426	SUPPLIES PEROXIDE CLNR-OXYFECT/REC	000000	259.39
		I-575689-0	209-4510-426	SUPPLIES ULTRA NEUTRAL CLNR/REC CENT	000000	128.24
		I-579203-0	209-4510-426	SUPPLIES VINYL GLOVES-2 PLY TISSUE/REC	000000	112.32
		I-579204-0	209-4510-426	SUPPLIES KITCHENROLL-HARDWOUND TOWEL/RE	000000	75.83
01-3877	MUTUAL OF OMAHA					
		I-042219	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	4.93
01-4317	VIGILANT BUSINESS SOLUT					
		I-194808	209-4510-422	PROFESSIONAL BACKGROUND INVESTIGATIONS	000000	111.00
				DEPARTMENT 510	REC CENTER	TOTAL: 1,934.48
01-0578	TWIN CITY HARDWARE & LU					
		I-1904-015820	209-4980-429	OTHER BICYCLES-PRIZES FOR EASTER/REC	000000	334.97
01-0951	DEADWOOD ALIVE					
		I-156-19	209-4980-429	OTHER MARCH 2019	000000	1,500.00
		I-157-19	209-4980-429	OTHER APRIL 2019	000000	20,000.00
01-2099	SD HUMANITIES COUNCIL					
		I-032919	209-4980-429	OTHER FESTIVAL OF BOOKS SPONSOR-'19	000000	10,000.00

PACKET: 04651 COMBINED - 5/7/19

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 980 SPECIAL EVENTS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3975	FIRST NATIONAL CREDIT C					
		I-04/25/19 CC TRIDLE	209-4980-429	OTHER	EASTER EGG HUNT PRIZES/REC	000000 204.15
DEPARTMENT 980 SPECIAL EVENTS						TOTAL: 32,039.12

FUND 209 BED & BOOZE FUND						TOTAL: 179,084.93

PACKET: 04651 COMBINED - 5/7/19

VENDOR SET: 01

FUND : 212 BID #8 (Business Improve)

DEPARTMENT: 630 BID 8

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3602	DEADWOOD GAMING ASSOCIA					
		I-042519-A	212-4630-422	PROFESSIONAL BID #8 3RD DRAW - 2019	000000	8,140.00
		I-2019-4	212-4630-422	PROFESSIONAL BID#8 CONTRIBUTION	000000	10,000.00
				DEPARTMENT 630 BID 8	TOTAL:	18,140.00
				FUND 212 BID #8 (Business Improve)	TOTAL:	18,140.00

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PACKET: 04651 COMBINED - 5/7/19

VENDOR SET: 01

FUND : 213 BID #1-6 (Business Imprv)

DEPARTMENT: 630 BID

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-050119	213-4630-423	MARKETING	BID 1-6 BILL LIST THRU 4/30/19 000000	34,515.67
DEPARTMENT 630 BID						TOTAL: 34,515.67
FUND 213 BID #1-6 (Business Imprv)						TOTAL: 34,515.67

PACKET: 04651 COMBINED - 5/7/19

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
01-2099	SD HUMANITIES COUNCIL					
		I-2019	215-4572-235	VISITOR MGMT 2019 FESTIVAL OF BOOKS	000000	10,000.00
01-3558	DEADWOOD HISTORY, INC.					
		I-32259	215-4572-235	VISITOR MGMT LEGENDS - OLD WEST PODCAST	000000	512.00
01-4007	SPLIT ROCK STUDIOS					
		I-4215	215-4572-235	VISITOR MGMT HISTORY & INFO CTR DESIGN I	000000	3,600.00
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 14,112.00
01-0951	DEADWOOD ALIVE					
		I-170-19	215-4573-345	HIST. INTERP. SEPTEMBER 2019	000000	10,000.00
01-1668	ESRI					
		I-93627770	215-4573-340	HIST. INTERP. 2019 AGREEMENT - PZ & HP	000000	9,500.00
01-3975	FIRST NATIONAL CREDIT C					
		I-42519 KUCHENBECKER	215-4573-335	HIST. INTERP. CODE BOOKS/ARCHIVES ITEMS	000000	1,253.60
DEPARTMENT 573 HP HISTORIC INTERPRETATION						TOTAL: 20,753.60
01-0776	ALBERTSON ENGINEERING,					
		I-13119	215-4575-515	GRANT/LOAN RE 2015-320H-336 WILLIAMS WALL	000000	1,532.50
DEPARTMENT 575 HP DEADWOOD GRANT AND LOAN						TOTAL: 1,532.50
		I-13106	215-4576-600	PROFES. SERV. 2019-102L: GRANDSTANDS	000000	377.00
		I-13107	215-4576-600	PROFES. SERV. 2019-101H: 56 TAYLOR RETAINING	000000	957.74
		I-13114	215-4576-600	PROFES. SERV. 2018-406HSQUARE RETAINING WALL	000000	145.00
		I-13117	215-4576-600	PROFES. SERV. 2018-077H: WHITEWOOD BOARDWALK	000000	1,555.00
DEPARTMENT 576 HP PROFESSIONAL SERVICES						TOTAL: 3,034.74
01-4478	REMLINGER MANUFACTURING					
		I-0000127409	215-4577-775	CAPITAL ASSET SCREENING BUCKET	000000	5,371.22
DEPARTMENT 577 HP FIXED CAPITAL ASSETS						TOTAL: 5,371.22
01-0433	WELLMARK BLUE CROSS BLU					
		I-201904164945	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,698.57
01-1705	VANWAY TROPHY					
		I-95528	215-4641-426	SUPPLIES PLAQUES-OCHSE & JOHNSON	000000	303.70

PACKET: 04651 COMBINED - 5/7/19

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1827	MS MAIL & MARKETING					
		I-10629	215-4641-423	PUBLISHING APRIL NEWSLETTER	000000	641.17
01-3314	CENTURY BUSINESS PRODUC					
		I-466621	215-4641-428	UTILITIES HP/PZ CONTRACT 3/9/19 - 4/8/19	000000	264.09
01-3838	VAST BROADBAND					
		I-41619	215-4641-428	UTILITIES MT MORIAH 04/20/19 - 05/19/19	000000	141.32
01-3877	MUTUAL OF OMAHA					
		I-042219	215-4641-415	GROUP INSURAN LIFE INSURANCE	000000	17.33
01-3975	FIRST NATIONAL CREDIT C					
		I-42519 KUCHENBECKER	215-4641-426	SUPPLIES CODE BOOKS/ARCHIVES ITEMS	000000	366.96
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						6,433.14
FUND 215 HISTORIC PRESERVATION TOTAL:						51,237.20

PACKET: 04651 COMBINED - 5/7/19
 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
01-4364	HAVERBERG FAMILY LTD PT					
		I-4/2019 HAVERBERG	216-1310	DUE FROM OTHE WORK DONE - 1 & 5 BURNHAM	000000	5,340.04
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 5,340.04
01-1396	LOWE ROOFING, INC.					
		I-14829	216-4653-960	CLOSING CO WORK DONE - BH MINING LEAD	000000	17,410.00
01-1496	LAWRENCE CO. REGISTER O					
		I-04162019	216-4653-960	CLOSING CO REC SATISFACTION-BAUDHUIM	000000	30.00
01-2849	DAKOTA LUMBER CO					
		I-19004-090042	216-4653-962-03	WINDOWS GRANT WINDOWS & DOORS - 15 MADISON	000000	2,188.90
01-2857	NEIGHBORHOOD HOUSING SE					
		I-2109-Q1	216-4653-960	CLOSING CO CLIENT CERDIT REPORT	000000	225.84
01-4438	DAKOTA TITLE					
		I-OE-0171-19	216-4653-960	CLOSING CO O&E REPORT - KNIPPER	000000	120.00
		I-OE-0172-19	216-4653-960	CLOSING CO O&E REPORT - MAYNARD	000000	120.00
		I-OE-0193-19	216-4653-960	CLOSING CO O&E REPORT - REAUSAW	000000	120.00
		I-OE-0196-19	216-4653-960	CLOSING CO O&E REPORT - GIBBS	000000	120.00
		I-OE-213-19	216-4653-960	CLOSING CO O&E REPORT - RITZ	000000	120.00
				DEPARTMENT 653	REVOLVING LOAN	TOTAL: 20,454.74
				FUND	216	REVOLVING LOAN
						TOTAL: 25,794.78

PACKET: 04651 COMBINED - 5/7/19

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
01-0433	WELLMARK BLUE CROSS BLU					
		I-201904164945	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,500.76
01-0561	SD ONE CALL					
		I-SD19-0521	602-4330-422	PROFESSIONAL MARCH MESSAGE FEES/WATER	000000	9.98
01-0578	TWIN CITY HARDWARE & LU					
		I-1903-012749	602-4330-426	SUPPLIES 6 FOOT CL VINYL TUBING/WATER	000000	3.00
		I-1903-012760	602-4330-426	SUPPLIES (4) CLAMPS/WATER	000000	7.96
		I-1903-013003	602-4330-426	SUPPLIES 3 PK STAINLESS BRUSH/WATER	000000	2.49
		I-1903-013019	602-4330-426	SUPPLIES GRAY CONCRETE SEALANT/WATER	000000	5.49
		I-1904-015473	602-4330-426	SUPPLIES 8 LB DBL FACE SLEDGE/WATER	000000	26.99
		I-1904-015710	602-4330-426	SUPPLIES GALV ELBOW-NIPPLE-COUPPING/WTR	000000	52.59
01-1003	VERIZON WIRELESS					
		I-9827910980	602-4330-422	PROFESSIONAL ON CALL PHONES/WATER	000000	25.46
01-1095	SIMON CONTRACTORS OF SD					
		I-04/22/19 PAY APP 2	602-4330-433	IMPROVEMENTS 14A PROJECT NO 17-1025	000000	34,586.11
01-1171	A & B BUSINESS SOLUTION					
		I-IN609991	602-4330-426	SUPPLIES CONTRACT BASE & USAGE/WTR	000000	46.29
01-1333	DEADWOOD ELECTRIC					
		I-21837	602-4330-425	REPAIRS INSPECT LIGHTS AT PRV BL/WATER	000000	149.25
01-1365	SD PUBLIC HEALTH LAB					
		I-10587411	602-4330-422	PROFESSIONAL COLIFORM TESTING/WATER	000000	30.00
01-1668	ESRI					
		I-93627770A	602-4330-422	PROFESSIONAL 2019 ARCGIS MAINTENANCE SCH/WT	000000	350.00
01-1725	QUILL CORPORATION					
		I-6412882	602-4330-426	SUPPLIES OFFICE SUPPLIES/WATER	000000	30.15
01-1827	MS MAIL & MARKETING					
		I-10629-A	602-4330-426	SUPPLIES UTILITY MAILING - MARCH	000000	297.04
		I-10668	602-4330-426	SUPPLIES PERF.PAPER FOR UTILITY BILLS	000000	400.00
01-3877	MUTUAL OF OMAHA					
		I-042219	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	21.45
				DEPARTMENT 330 WATER	TOTAL:	39,545.01
				FUND 602 WATER FUND	TOTAL:	39,545.01

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PACKET: 04651 COMBINED - 5/7/19

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
=====						
01-1095	SIMON CONTRACTORS OF SD					
		I-04/22/19 PAY APP 2	603-4325-433	IMPROVEMENTS 14A PROJECT NO 17-1025	000000	7,329.69
				DEPARTMENT 325 SEWER	TOTAL:	7,329.69

			FUND	603 SEWER FUND	TOTAL:	7,329.69

PACKET: 04651 COMBINED - 5/7/19

VENDOR SET: 01

FUND : 607 HISTORIC CEMETERIES

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0978	PETTY CASH-MT. MORIAH					
		I-042919	607-1020	CASH ON HAND SET UP SUMMER TILL - MT.MORIAH	000000	500.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 500.00
01-0551	MENARD'S					
		C-16756	607-4580-426	SUPPLIES GOLD OAK 6 PNL/MT MORIAH	000000	184.00-
		I-16491	607-4580-433	IMPROVEMENTS SLATWALL-OAK-SINGLE HUNG/MM	000000	494.92
		I-16760	607-4580-426	SUPPLIES GOLD OAK-RIDGEPLEX PLNK/MM	000000	339.00
01-0578	TWIN CITY HARDWARE & LU					
		I-1904-015648	607-4580-426	SUPPLIES 2X4X10-2X4X8-2X6X8/MT MORIAH	000000	99.41
		I-1904-015725	607-4580-426	SUPPLIES 2X6-8 FT-10FT-2X4X8/MT MORIAH	000000	120.78
		I-1904-015856	607-4580-426	SUPPLIES DRYWALL SCREWS-SHEETROCK/MM	000000	47.95
		I-1904-016125	607-4580-426	SUPPLIES (8) 4X8 SHEETROCK/MM	000000	95.92
		I-1904-016552	607-4580-426	SUPPLIES JOINT TAPE-PLS3 COMPOUND/MM	000000	20.48
		I-1904-016683	607-4580-426	SUPPLIES BL-TROWEL-STRIP-ADHESIVE/MM	000000	63.55
		I-1904-016774	607-4580-426	SUPPLIES FLOOR PLUG-CLEANOUT FITTING/MM	000000	9.08
01-1148	KNECHT HOME CENTER, INC					
		I-3211590	607-4580-433	IMPROVEMENTS RED OAK-WALL BASE-CASING/MM	000000	210.97
01-3318	PL CARPENTRY & ASSOCIAT					
		I-05/01/19 MM GIFTSH	607-4580-422	PROFESSIONAL NEW BATHROOM-STORAGE AREA/MM	000000	8,673.82
01-3838	VAST BROADBAND					
		I-TELEPHONE 04/16/19	607-4580-428	UTILITIES MT MORIAH GIFT SHOP	000000	40.87
		I-TELEPHONE 04/16/19	607-4580-428	UTILITIES MT MORIAH TICKET BOOTH	000000	40.87
01-3975	FIRST NATIONAL CREDIT C					
		I-04/25/19 CC GREEN	607-4580-426	SUPPLIES CASH REGISTER/MT MORIAH	000000	379.56
				DEPARTMENT 580	HISTORIC CEMETERIES	TOTAL: 10,453.18
				FUND	607	HISTORIC CEMETERIES TOTAL: 10,953.18

PACKET: 04651 COMBINED - 5/7/19

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
01-0433	WELLMARK BLUE CROSS BLU	I-201904164945	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,110.48
01-0508	GALLS, LLC	I-012386114	610-4360-426	SUPPLIES UNIFORM BOOTS - P&T	000000	101.61
01-1003	VERIZON WIRELESS	I-9828030329	610-4360-424	RENTALS PHONE SERVICE - METERS - P&T	000000	40.01
01-1509	JUNEKS SERVICE	I-5016500	610-4360-425	REPAIRS LAMP / POLICE CAR	000000	91.18
01-3712	PASSPORT LABS, INC.	I-INV-96315	610-4360-422	PROFESSIONAL MAR. MOBILE PAY - METERS	000000	94.50
01-3877	MUTUAL OF OMAHA	I-042219	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	14.85
01-3895	AFFORDABLY CREATIVE ENG	I-159	610-4360-422	PROFESSIONAL PEDESTRIAN WAY PROJECT	000000	1,335.00
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						4,787.63
01-0433	WELLMARK BLUE CROSS BLU	I-201904164945	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	533.87
01-0545	LYNN'S DAKOTA MART	I-0023 - 041819	610-4361-426	SUPPLIES 9 - 24PK WATER - TROLLEY	000000	35.91
		I-9406832	610-4361-426	SUPPLIES 8 - 24PK WATER / TROLLEY	000000	31.92
01-1503	BLACK HILLS SPECIAL SER	I-1052	610-4361-422	PROFESSIONAL TROLLEY CLEANING - MARCH	000000	1,225.00
01-1626	SERVALL UNIFORM AND LIN	I-0174355	610-4361-422	PROFESSIONAL TOWELS & MATS - TROLLEY	000000	103.30
		I-0180205	610-4361-422	PROFESSIONAL TOWELS & MATS - TROLLEY	000000	103.30
01-2427	HOMETOWN TROLLEY	I-042419	610-4361-426	SUPPLIES RUBBER MAT - TROLLEY	000000	79.57
01-3346	REGIONAL HEALTH	I-700000832042019	610-4361-422	PROFESSIONAL TESTING	000000	110.00
01-3877	MUTUAL OF OMAHA	I-042219	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	5.70
01-4286	TCF EQUIPMENT FINANCE	I-201904164946	610-4361-434	MACHINERY/EQU #300 TROLLEY	000000	3,133.62

PACKET: 04651 COMBINED - 5/7/19

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4286	TCF EQUIPMENT FINANCE	continued				
		I-201904164946	610-4361-434	MACHINERY/EQU #301TROLLEY	000000	3,133.62
		I-201904164946	610-4361-434	MACHINERY/EQU #303 TROLLEY	000000	3,133.62
				DEPARTMENT 361 TROLLEY DEPARTMENT	TOTAL:	11,629.43
01-0429	BLACK HILLS ENERGY					
		I-ELECTRIC 04/29/19	610-4362-428	UTILITIES BROADWAY PARKING RAMP	000000	726.81
01-0724	SUMMIT COMPANIES					
		I-1374177	610-4362-425	REPAIRS 2 LOCKING FX CABINETS/PKG RAMP	000000	272.00
01-2717	AMANO MCGANN, INC.					
		I-INV163269	610-4362-426	SUPPLIES COIN BOXES/ PARKING RAMP	000000	1,074.44
01-3838	VAST BROADBAND					
		I-TELEPHONE 04/16/19	610-4362-428	UTILITIES PARKING RAMP	000000	145.49
				DEPARTMENT 362 BROADWAY GARAGE	TOTAL:	2,218.74
				FUND 610 PARKING/TRANSPORTATION	TOTAL:	18,635.80

PACKET: 04651 COMBINED - 5/7/19

VENDOR SET: 01

FUND : 721 TIF #9 OPTIMA

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3704	GARDNER CONSTRUCTION					
		I-1411	721-4000-429	OTHER REMOVE/REINSTALL SCOREBOARD	000000	5,275.00
01-4217	VISIONARY LANDSCAPING					
		I-205	721-4000-429	OTHER KEENE FIELD CHAIN LINK	000000	2,225.00
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	7,500.00
			FUND	721 TIF #9 OPTIMA	TOTAL:	7,500.00

PACKET: 04651 COMBINED - 5/7/19

VENDOR SET: 01

FUND : 725 TIF #8 DEADWOOD STAGE RUN

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3362	FIRST INTERSTATE BANK					
		I-040319	725-4000-429	OTHER EXPENSE TIF PAYMENT - STAGE RUN	000000	1,543.12
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	1,543.12
				FUND 725 TIF #8 DEADWOOD STAGE RUN	TOTAL:	1,543.12
					REPORT GRAND TOTAL:	664,838.13

RESOLUTION 2019-19**RESOLUTION IN SUPPORT OF APPLICATION TO OCCUPY
S.D. DEPARTMENT OF TRANSPORTATION HIGHWAY RIGHT-OF-WAY
WITHIN DEADWOOD CORPORATE LIMITS**

WHEREAS, the City of Deadwood (CITY) will be home to the 97th Annual Days of '76 Celebration on July 26th through July 27th, 2019; and,

WHEREAS, the Days of '76 Parade is a time honored tradition during the Celebration; and,

WHEREAS, the size and popularity of the parade is such that CITY deems it necessary to block traffic along the parade route; and,

WHEREAS, State of South Dakota Highways 14A and 85 are located within the corporate limits of CITY and are affected by said closure; and,

WHEREAS, CITY herewith is submitting an application to the South Dakota Department of Transportation (SDDOT) for permit to occupy right-of-way for those portions of S.D. Highways 14A and 85 within the corporate limits of CITY on July 26, 2019, beginning at 1:15 p.m. until the end of the parade, and on July 27, 2019, beginning at 9:45 a.m. until the end of the parade; and,

WHEREAS, by submission of the application for permit to occupy right-of-way, CITY agrees to provide protection to highway traffic during occupancy by use of proper signs, barricades, flag persons, and lights as prescribed in the "Manual of Uniform Traffic Control Devices"; and,

WHEREAS, CITY further agrees to indemnify, hold and save harmless the State of South Dakota, its Department of Transportation, its Officers and Employees, from any and all suits, actions or claims of any kind or nature brought because of any injuries or damage received or sustained by any person or property on account of the use or occupancy of right-of-way designated in this Resolution;

NOW, THEREFORE, BE IT RESOLVED, that the City of Deadwood hereby supports the submission of the South Dakota Department of Transportation Application for Permit to Occupy Right-of-Way for the purpose described herein.

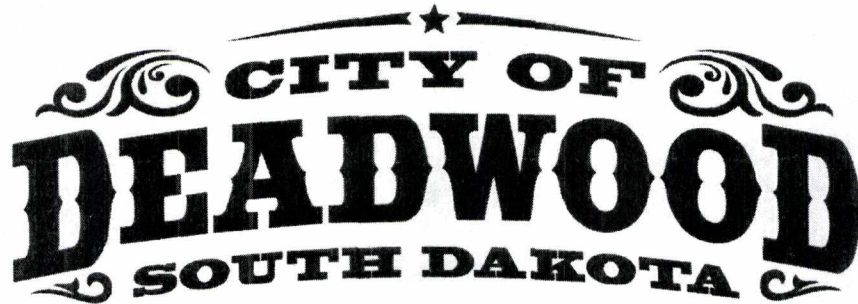
Dated this 6th day of May, 2019.

CITY OF DEADWOOD

ATTEST:

David Ruth Jr., Mayor

Jessica McKeown, Finance Officer



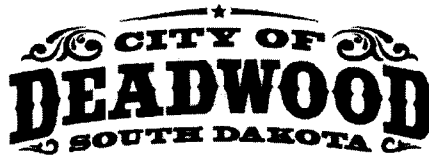
Event Complex Rental and Use Agreement

Event: 27th Black Hills Jeep Jamboree

Date: Sept 19-22, 2019

The City of Deadwood has contracted with the Deadwood Chamber of Commerce and Visitors Bureau for the management and coordination of the Deadwood Event Complex. As an applicant for rental and use of any portion of the Deadwood Event Complex, you are required to contact the Chamber for coordination and assistance in the submittal of this application to the City. The Chamber can be contacted at the following address:

Deadwood Chamber of Commerce
767 Main Street
Deadwood, SD 57732
605-578-1876



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: 27th Black Hills Jeep Jamboree

Contact Information:

Name of Applicant: Shawn Gulling / Don Patnoe

Business/Organization: Jeep Jamboree USA

Mailing Address: 2776 Sourdough Flat / 1101 E. Omaha St

City, State Zip: Georgetown, CA 95634 / Rapid City, SD 57701

Business Phone: 530-333-4002 / 605-343-1000 Cell Phone: 530-306-5189 / 605-484-1210

Email Address: shawn@jeepjam.com / don@libertysuperstores.com

Dates Event Complex requested:

Set up Date(s): September 19, 2019 Hour(s): 1:00 PM - 4:30 PM

Event Date(s): September 19 / September 20-21, 2019 Hour(s): 4:30PM - 7:30PM / 8AM - 9AM

Clean-up Date(s): September 22, 2019 Hour(s): 9:00 AM - 10:00 AM

Approximate number of people who will attend: 225

I am applying to use the:
(Please check property requested)

- ☐ Ticket Booth
- ☐ Main Grandstand Concession
- ☐ Crow's Nest
- ☒ Main Grandstand Restrooms
- ☐ VIP Grandstand
- ☐ Baseball Field(s)
- ☐ Baseball Field Restrooms
- ☐ Arena and Corral Areas
- ☐ Venue Seating
- ☒ Parking Lots

Office use Only
Key #
Key #
Key #
Key #
Key #
Key #
Key #

Deadwood Event Complex Rental and Use Agreement

Renter Type: ☒ For-Profit ☐ Private ☐ Non-Profit ☐ Government
 (Check One) *Categories above defined in the Complex Guidelines and Information Sheet*

Rental Fees:

	Event Complex Facilities	Parking Lots	Baseball Fields
Private	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
Non Profit	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
For Profit	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
	500 / Day	\$500 / Day	\$300 / Day
Government Agencies	No charge	No charge	No charge

Ticketed Events:

Events planning on the sale of tickets for attendees may choose to apply a ticket surcharge or facility use fee to each ticket sold in lieu of any rental fee above. The City of Deadwood has a ticket surcharge established by resolution in the amount of \$1.00 per ticket sold. **The City Of Deadwood reserves the right to apply the rental Fee regardless of any application for the use of the ticket surcharge in lieu of rental fees.**

Rental Fees subject to change.

Damage Deposit (Refundable): \$500 minimum (no alcohol) or \$1,000 minimum (serving alcohol)

Key Deposit (One Key or All Keys) (Refundable): \$100.00

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Event Complex Facilities	\$ _____	Key Deposit	\$ _____
Parking Lots	\$ _____	Cleaning/Damage Deposit	\$ _____
Baseball Fields	\$ _____		
Total Fees	\$ <u>175.00</u>	Total Deposits	\$ <u>500.00</u>

Please write separate checks to the City of Deadwood (one check for event and one check for deposits)

Organization: Jeep Jamboree USA

Name: Shawn Gulling Title: Vice President

Signature:  Date: March 5, 2019

For Office Use Only:

Date Fees Received _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____

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**MUNICIPALITY OF DEADWOOD
BALANCE SHEET
GOVERNMENTAL FUNDS
December 31, 2018**

Exhibit 3

	General Fund	Historic Restoration and Preservation Fund	Revolving Loan Fund	TIF 10 Tru Hotel	Other Governmental Funds	Total Governmental Funds
ASSETS:						
101 Cash and Cash Equivalents	8,281,199.05	6,256,682.49	861,594.39		2,104,714.99	17,504,190.92
151 Investments		0.00	750,000.00		76,533.92	826,533.92
108 Taxes Receivable-Current					-	0.00
110 Taxes Receivable-Delinquent	640.16					640.16
115 Accounts Receivable	8,600.00				326.00	8,926.00
117 Other Accounts Receivable	7,437.53	9,000.00				16,437.53
121 Special Assessments Receivable					22,241.75	22,241.75
128 Notes Receivable, net of Allowance			2,940,852.18			2,940,852.18
131 Due from Other Funds						0.00
132 Due from State Government	271,999.76	21,561.15			66,005.72	359,566.63
135 Interest and Late Fees Receivable			5,523.29			5,523.29
107.1 Restricted Cash and Equivalent					492,804.97	492,804.97
107.2 Restricted Investments	330,200.00	2,561,374.13				2,891,574.13
104 Deposits	125,910.55					125,910.55
189 Net Pension Assets	0.00	0.00				0.00
Total Assets	<u>9,025,987.05</u>	<u>8,848,617.77</u>	<u>4,557,969.86</u>		<u>2,762,627.35</u>	<u>25,195,202.03</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES						
Liabilities:						
201 Accounts Payable	221,973.93	349,908.19	89,276.23		65,600.39	726,758.74
216 Accrued Wages Payable	86,066.37	9,094.25			10,607.99	105,768.61
245 Deferred Inflows of Resources: Unavailable Revenue-Property Taxes	640.16					
Total Liabilities	<u>308,680.46</u>	<u>359,002.44</u>	<u>89,276.23</u>		<u>76,208.38</u>	<u>832,527.35</u>
Fund Balances: (See Note)						
263 Nonspendable	125,910.55				50,000.00	175,910.55
264 Restricted	330,200.00	8,489,615.33	4,468,693.63		2,636,418.97	15,924,927.93
265 Committed						0.00
266 Assigned	7,300,604.41					7,300,604.41
267 Unassigned	960,591.63				0.00	960,591.63
Total Fund Balances	<u>8,717,306.59</u>	<u>8,489,615.33</u>	<u>4,468,693.63</u>		<u>2,686,418.97</u>	<u>24,362,034.52</u>
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	<u>9,025,987.05</u>	<u>8,848,617.77</u>	<u>4,557,969.86</u>	<u>0.00</u>	<u>2,762,627.35</u>	<u>25,194,561.87</u>

CITY OF DEADWOOD
COMBINING STATEMENT OF NET POSITION
NON MAJOR GOVERNMENTAL FUNDS
December 31, 2018

Exhibit 3B

	Library	Bed/Booze	BID #1-#6	BID #7	BID #8	Rubble Site	TIF Stage Run	TIF #9 OptimaLLC	TIF The Lodge	Oakridge Cemetery	Total Other Governmental
ASSETS:											
Current Assets:											
101 Cash and Cash Equivalents	120,176.04	1,795,787.37	25,172.38	41,319.61	23,513.42	13,467.97		173.71		85,104.49	2,104,714.99
151 Investments				0.00		76,533.92					76,533.92
115 Accounts Receivable, Net		326.00									326.00
121 Special Assessment Receivable			21,353.75	888.00							22,241.75
132 Due from State		66,005.72									66,005.72
107.1 Restricted Cash and Cash Equivalents				337,573.00					155,231.97		492,804.97
TOTAL ASSETS	120,176.04	1,862,119.09	46,526.13	379,780.61	23,513.42	90,001.89	0.00	173.71	155,231.97	85,104.49	2,762,627.35
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES:											
Liabilities:											
202 Accounts Payable	954.91	32,989.25	6,482.52		25,000.00			173.71			65,600.39
216 Accrued Wages Payable	3,509.96	7,098.03									10,607.99
Total Liabilities	4,464.87	40,087.28	6,482.52	0.00	25,000.00	0.00	0.00	173.71	0.00	0.00	76,208.38
Deferred Inflows of Resources:											
Unavailable Revenue-Property Taxes											
Fund Balances:											
263 Nonspendable										50,000.00	50,000.00
264 Restricted	115,711.17	1,822,031.81	40,043.61	379,780.61	(1,486.58)	90,001.89	0.00	0.00	155,231.97	35,104.49	2,636,418.97
266 Assigned											0.00
267 Unassigned	0.00										0.00
Total Fund Balances	115,711.17	1,822,031.81	40,043.61	379,780.61	(1,486.58)	90,001.89	0.00	0.00	155,231.97	85,104.49	2,686,418.97
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	120,176.04	1,862,119.09	46,526.13	379,780.61	23,513.42	90,001.89	0.00	173.71	155,231.97	85,104.49	2,762,627.35

MUNICIPALITY OF DEADWOOD
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended December 31, 2018

Exhibit 4	General Fund	Historic Restoration and Preservation Fund	Revolving Loan Fund	TIF 10 Tru Hotel Capital Project	Other Governmental Funds	Total Governmental Funds
Revenues:						
310 Taxes:						
311 General Property Taxes	1,065,752.68				624,341.00	1,690,093.68
313 General Sales and Use Taxes	3,041,926.64				746,374.11	3,788,300.75
314 Business Occupation Taxes					1,088,190.59	1,088,190.59
315 Amusement Taxes	1,392.00					1,392.00
319 Penalties and Interest on Delinquent Taxes	2,010.35					2,010.35
320 Licenses and Permits	167,142.60					167,142.60
330 Intergovernmental Revenue:						
331 Federal Grants	0.00	0.00			0.00	0.00
332 Federally Shared Revenue	0.00					0.00
334 State Grants	12,697.24				0.00	12,697.24
335 State Shared Revenue:						
335.01 Bank Franchise Tax	10,217.46					10,217.46
335.03 Liquor Tax Reversion	7,763.69					7,763.69
335.04 Motor Vehicle Licenses	22,118.51					22,118.51
335.08 Local Government Highway and Bridge Fund	32,327.29					0.00
335.20 Gaming Proceeds		7,044,139.91				32,327.29
338 County Shared Revenue:						7,044,139.91
338.02 County HBR Tax (25%)	4,920.00					0.00
339 Other Intergovernmental Revenues	0.00				91,801.00	4,920.00
340 Charges for Goods and Services:						91,801.00
341 General Government	16,688.23					16,688.23
342 Public Safety	1,824.80					1,824.80
344 Sanitation	80,673.41				0.00	80,673.41
346 Culture and Recreation	23,784.65				107,212.60	130,997.25
348 Cemetery	2,500.00				1,350.00	3,850.00
350 Fines and Forfeits:						
354 Library					153.20	153.20
360 Miscellaneous Revenue:						
361 Investment Earnings	57,467.88	78,329.95	72,206.41		8,263.57	216,267.81
362 Special Assessment	64,000.00					64,000.00
367 Capital Contribution-Private	0.00				536,000.00	536,000.00
369 Other	28,736.48	587.70	39,916.12		87,465.90	156,706.20
Total Revenue	4,643,943.91	7,123,057.56	112,122.53	0.00	3,291,151.97	15,170,275.97
Expenditures:						
410 General Government:						
411 Legislative	342,676.60					342,676.60
413 Elections	8.76					8.76
414 Financial Administration	358,059.16					358,059.16
419 Other	1,152,683.01				8,680.01	1,161,363.02
Total General Government	1,853,427.53				8,680.01	1,862,107.54

MUNICIPALITY OF DEADWOOD
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
For the Year Ended December 31, 2018

Exhibit 4	General Fund	Historic Restoration and Preservation Fund	Revolving Loan Fund	TIF 10 Tru Hotel Capital Project	Other Governmental Funds	Total Governmental Funds
420 Public Safety:						
421 Police	1,110,976.25					1,110,976.25
422 Fire	166,362.16					166,362.16
423 Building Inspection	114,131.56					114,131.56
Total Public Safety	1,391,469.97					1,391,469.97
430 Public Works:						
431 Highways and Streets	722,003.14					722,003.14
432 Sanitation	84,096.69				250.00	84,346.69
437 Cemeteries	5,520.03					5,520.03
Total Public Works	811,619.86				250.00	811,869.86
440 Health and Welfare:						
441 Health	6,765.73					6,765.73
Total Health and Welfare	6,765.73					6,765.73
450 Culture and Recreation:						
451 Recreation					270,174.41	270,174.41
452 Parks	730,244.34				0.00	730,244.34
455 Libraries					125,501.05	125,501.05
457 Historical Preservation		2,714,489.19				2,714,489.19
Total Culture and Recreation	730,244.34	2,714,489.19			395,675.46	3,840,408.99
460 Conservation and Development:						
465 Economic Development and Assistance (Industrial Development)	111,067.34		1,241,183.59		1,445,102.50	2,797,353.43
Economic Development Uncollectible Loan Write-Off			0.00			0.00
Total Conservation and Development	111,067.34		1,241,183.59		1,445,102.50	2,797,353.43
470 Debt Service	327,600.00	2,875,050.00			1,160,341.00	4,362,991.00
480 Intergovernmental Expenditures					63,971.04	63,971.04
485 Capital Outlay	260,593.16	763,908.56		2,600,000.00	1,723,247.44	5,347,749.16
Total Expenditures	5,492,787.93	6,353,447.75	1,241,183.59	2,600,000.00	4,797,267.45	20,484,686.72
Excess of Revenue Over (Under) Expenditures	(848,844.02)	769,609.81	(1,129,061.06)	(2,600,000.00)	(1,506,115.48)	(5,314,410.75)
Other Financing Sources (Uses):						
391.01 Transfers In	1,372,356.00			0.00	1,056,510.00	2,428,866.00
511 Transfers Out	63,357.00	(2,117,355.17)	0.00	0.00	(295,543.87)	(2,349,542.04)
512 Discount/Premium on Bonds						0.00
513 Payment to Escrow Agent						0.00
391.03 Issuance Long Term Debt				2,600,000.00	0.00	2,600,000.00
391.03 Sale of Municipal Property	0.00					0.00
391.04 Compensation for Loss or Damage to Capital Assets	0.00					0.00
Total Other Financing Sources (Uses)	1,435,713.00	(2,117,355.17)	0.00	2,600,000.00	760,966.13	2,679,323.96
Net Change in Fund Balances	586,868.98	(1,347,745.36)	(1,129,061.06)	0.00	(745,149.35)	(2,635,086.79)
Fund Balance - Beginning	7,756,714.96	9,282,261.70	6,208,996.68		3,055,629.60	26,303,602.94
Adjustments: Prior Year	0.00	0.00	0.00		0.00	0.00
Adjusted Fund Balance - Beginning	7,276,469.69	9,282,261.70	6,208,996.68	0.00	3,055,629.60	25,823,357.67
FUND BALANCE- ENDING	7,863,338.67	7,934,516.34	5,079,935.62	0.00	2,310,480.25	23,188,270.88

**CITY OF DEADWOOD
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
DECEMBER 31, 2018**

Exhibit 5

	Water Fund 602	Sewer Fund 603	Historic Cemeteries Fund 607	Parking and Transportation Fund 610	Broadway Parking Garage Fund 611	TOTALS
ASSETS:						
Current Assets:						
101 Cash and Cash Equivalents	1,056,078.92	78,147.36	869,513.53	881,909.28	0.00	2,885,649.09
155 Prepaid Expenses	0.00	0.00	0.00	0.00	0.00	0.00
115 Accounts Receivable, Net	44,285.69	5,602.32	0.00	3,506.44	0.00	53,394.45
Total Current Assets	1,100,364.61	83,749.68	869,513.53	885,415.72	0.00	2,939,043.54
Noncurrent Assets:						
189 Net Pension Asset	795.75	0.00	0.00	830.50	0.00	1,626.25
Capital Assets						
160 Land			65,739.95	225,000.00	0.00	290,739.95
162 Buildings			120,807.65		0.00	120,807.65
164 Improvements Other Than Buildings	7,159,052.66	3,703,631.10	6,159,404.80	11,870,509.12	0.00	28,892,597.68
166 Machinery and Equipment	410,047.00	41,982.50		993,865.58	0.00	1,445,895.08
Less: Accumulated Depreciation (Credit)	(3,161,136.11)	(1,161,402.57)	(685,137.08)	(6,536,512.21)	0.00	(11,544,187.97)
168 Construction in Progress	0.00			0.00	0.00	0.00
Total Noncurrent Assets	4,408,759.30	2,584,211.03	5,660,815.32	6,553,692.99	0.00	19,207,478.64
TOTAL ASSETS	5,509,123.91	2,667,960.71	6,530,328.85	7,439,108.71	0.00	22,146,522.18
DEFERRED OUTFLOWS OF RESOURCES:						
Pension Related Deferred Outflows	81,178.56			89,026.35		170,204.91
TOTAL DEFERRED INFLOWS OF RESOURCES	81,178.56			89,026.35		170,204.91
LIABILITIES:						
Current Liabilities:						
202 Accounts Payable	25,339.45	588.71	81.60	27,367.82	0.00	53,377.58
216 Accrued Wages Payable	8,829.96			5,542.11	0.00	14,372.07
230 Compensated Absences, Current	6,195.85			1,852.51		8,048.36
Total Current Liabilities	40,365.26	588.71	81.60	34,762.44	0.00	75,798.01
Noncurrent Liabilities:						
233 Accrued Leave Payable	6,599.50			6,337.48		12,936.98
239 Net Pension Liability	0.00			0.00	0.00	0.00
Total Noncurrent Liabilities	6,599.50	0.00	0.00	6,337.48	0.00	12,936.98
TOTAL LIABILITIES	46,964.76	588.71	81.60	41,099.92	0.00	88,734.99
DEFERRED INFLOWS OF RESOURCES:						
Pension Related Deferred Inflows	0.00			15,896.69		15,896.69
TOTAL DEFERRED INFLOWS OF RESOURCES	0.00			15,896.69		15,896.69
NET POSITION:						
253.10 Invested in Capital Assets, Net of Related Debt	4,407,963.55	2,584,211.03	5,660,815.32	6,552,862.49	0.00	19,205,852.39
253.20 Restricted Net Position, Restricted for:						
253.20 SDRS Pension Purposes	57,428.76			73,960.16	-	131,388.92
253.90 Unrestricted Net Position	1,077,945.40	83,749.68	869,431.93	844,315.80	0.00	2,875,442.81
TOTAL NET POSITION	5,543,337.71	2,667,960.71	6,530,247.25	7,471,138.45	0.00	22,212,684.12

City of Deadwood
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2018

Exhibit 6	602 Water Fund	603 Sewer Fund	607 Historic Cemeteries Fund	610 Parking and Transportation Fund	611 Broadway Parking Garage Fund	Totals
Operating Revenue:						
380 Charges for Goods and Services	701,017.89	33,270.28	143,207.11	1,094,099.43	0.00	1,971,594.71
Revenue Dedicated to Service Debt						
367 Contributions and Donations						
369 Miscellaneous			6,155.00		0.00	6,155.00
Total Operating Revenue	701,017.89	33,270.28	149,362.11	1,094,099.43	0.00	1,977,749.71
Operating Expenses:						
410 Personal Services	223,024.34		43,267.52	483,445.43	0.00	749,737.29
420 Other Current Expense	428,032.27	8,312.99	6,444.20	277,207.82	0.00	719,997.28
451 Depreciation	141,524.98	82,003.56	58,437.57	428,642.61	0.00	710,608.72
Total Operating Expenses	792,581.59	90,316.55	108,149.29	1,189,295.86	0.00	2,180,343.29
Operating Income (Loss)	(91,563.70)	(57,046.27)	41,212.82	(95,196.43)	0.00	(202,593.58)
Nonoperating Revenue (Expense):						
330 Operating Grants						
361 Investment Earnings	232.25	3.77	5,260.51	120.21	0.00	5,616.74
440 Interest Expense and Fiscal Charges					0.00	0.00
Rental Revenue						0.00
366 (492) Gain (Loss) on Disposition of Assets				2,511.74	0.00	2,511.74
369 (429) Other					0.00	0.00
Total Nonoperating Revenue (Expense)	232.25	3.77	5,260.51	2,631.95	0.00	8,128.48
Income (Loss) Before Contributions/Transfers	(91,331.45)	(57,042.50)	46,473.33	(92,564.48)	0.00	(194,465.10)
Capital Contributions	28,911.82	20,223.77	1,996,781.01	2,390,717.25		4,436,633.85
Transfers In	160,814.00	0.00	16,708.77	3,956,926.08		4,134,448.85
Transfers Out	(232.25)	(3.77)	(5,260.51)	(120.21)	(3,864,926.08)	(3,870,542.82)
Change in Net Assets	98,162.12	(36,822.50)	2,054,702.60	6,254,958.64	(3,864,926.08)	4,506,074.78
Net Position - Beginning	5,192,707.22	2,648,777.07	4,352,688.46	872,168.70	3,864,926.08	16,931,267.53
Adjusted Net Position - Beginning	5,192,707.22	2,648,777.07	4,352,688.46	872,168.70	3,864,926.08	16,931,267.53
NET POSITION - ENDING	5,290,869.34	2,611,954.57	6,407,391.06	7,127,127.34	0.00	21,437,342.31

**MUNICIPALITY OF DEADWOOD
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2018**

Exhibit 7

	Water Fund	Sewer Fund	Historic Cemeteries Fund	Parking and Transportation Fund	Broadway Parking Ramp Fund	Totals
CASH FLOWS FROM OPERATING ACTIVITIES:						
Receipt from Customers	701,085.15	33,268.71	143,207.11	1,101,202.83	0.00	1,978,763.80
Payments to Suppliers of Goods and Services	(430,924.33)	(8,312.99)	(6,415.20)	(133,391.12)	0.00	(579,043.64)
Payments to Employees for Services	(253,843.18)		(43,267.52)	(525,723.21)	0.00	(822,833.91)
Other Operating Cash Payments			6,155.00			6,155.00
Net Cash Provided (Used) by Operating Activities	16,317.64	24,955.72	99,679.39	442,088.50	0.00	583,041.25
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:						
Transfers To Other Funds	(232.25)	(3.77)	(5,260.51)	(120.21)	(37,948.14)	(43,564.88)
Transfers From Other Funds	160,814.00	20,223.77	16,708.77	129,948.14		327,694.68
Net Cash Provided (Used) by Noncapital Financing Activities	160,581.75	20,220.00	11,448.26	129,827.93	(37,948.14)	284,129.80
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:						
Sale of Capital Assets				2,511.74		2,511.74
Purchase of Capital Assets	0.00	(20,223.77)	(20,988.00)	(234,661.06)		(275,872.83)
Capital Contributions	0.00			0.00	0.00	0.00
Net Cash (Used) by capital and related financing Activities	0.00	(20,223.77)	(20,988.00)	(232,149.32)	0.00	(273,361.09)
CASH FLOWS FROM INVESTING ACTIVITIES:						
Purchase of Investment Securities						
Proceeds from Sales and Maturities of Investments			0.00		0.00	0.00
Interest Earnings	232.25	3.77	5,260.51	120.21	0.00	5,616.74
Net Cash Provided by Investing Activities	232.25	3.77	5,260.51	120.21	0.00	5,616.74
Net Increase (Decrease) in Cash and Cash Equivalents	177,131.64	24,955.72	95,400.16	339,887.32	(37,948.14)	599,426.70
Balances - Beginning	639,749.51	0.00	651,204.58	326,400.00	37,948.14	1,655,302.23
Balances- Ending	816,881.15	#	746,604.74	666,287.32	0.00	2,254,728.93
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:						
Operating Income (Loss)	(91,563.70)	(57,046.27)	41,212.82	(95,196.43)	0.00	(202,593.58)
Adjustments to Reconcile Operating Income to Net Cash Provided (Used) by Operating Activities:						
Depreciation Expense	141,524.98	82,003.56	58,437.57	428,642.61	0.00	710,608.72
Change in Assets and Liabilities:						
Receivables	67.26	(1.57)		7,103.40	0.00	7,169.09
Prepaid Expenses				(5,775.21)		(5,775.21)
Net Pension Asset	(795.75)			(830.50)	0.00	(1,626.25)
Pension Related Deferred Outflows	(13,381.98)			(13,966.43)	0.00	(27,348.41)
Accounts and Other Payables	(2,892.06)		29.00	149,591.91	0.00	146,728.85
Accrued Wages Payable	973.46			(5,333.34)	0.00	(4,359.88)
Accrued Leave Payable	(1,938.51)			(4,435.05)	0.00	(6,373.56)
Net Pension Liability	(30,869.72)			(33,569.70)		(64,439.42)
(increase) decrease in Pension Related Inflows	15,193.66			15,857.24		31,050.90
Net Cash Provided (Used) by Operating Activities	16,317.64	24,955.72	99,679.39	442,088.50	0.00	583,041.25

Exhibit 8

**CITY OF DEADWOOD
STATEMENT OF FIDUCIARY NET POSITION
December 31, 2018**

	Agency Funds
ASSETS:	
Cash and Cash Equivalents	42,758.39
TOTAL ASSETS	<u>42,758.39</u>
 LIABILITIES:	
Amounts Held for Others	42,758.39
TOTAL LIABILITIES	<u>42,758.39</u>

Exhibit 9

MUNICIPALITY OF DEADWOOD
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
For the Year Ended December 31, 2018

	<u>Private-Purpose Trust Funds</u>
ADDITIONS:	
Contributions and Donations	27,181.99
Earnings from Deposits and Investments	
Other Additions	15,576.40
 Total Additions	 <u>42,758.39</u>
 DEDUCTIONS:	
Trust Deductions for _____	
Other Deductions	
 Total Deductions	 <u>0.00</u>
 Change in Net Position	 15,576.40
 Net Position - Beginning	 <u>27,181.99</u>
 NET POSITION - ENDING	 <u><u>42,758.39</u></u>

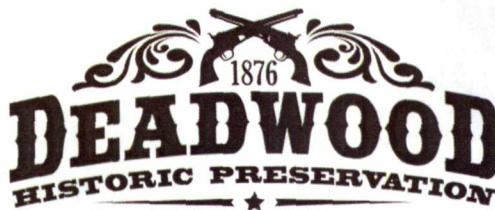
The notes to the financial statements are an integral part of this statement.



Date: May 1, 2019

522 S Main St, Lead, SD 57754 * 605-578-1495 * 605-578-3621 * priscilla@jacobs welding.net

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



KEVIN KUCHENBECKER
Historic Preservation Officer
Telephone: (605) 578-2082
Fax: (605) 578-2084
kevin@cityofdeadwood.com

MEMORANDUM

Date: May 2, 2019
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Albertson Engineering – Professional Services

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

These services provide tremendous assistance and direction to the program. Last year this office requested the City Commission consider entering into a contract with Albertson Engineering for the necessary engineering services to protect the City of Deadwood, the Deadwood Historic Preservation Office and Albertson Engineering.

This office is once again recommending approval of a contract for 2019 with Albertson Engineering for professional services for the retaining wall program in an amount not to exceed \$70,000.00. This would also include other professional services necessary to reconstruct the walls such as geotechnical engineering or civil engineering. The engineering and associated design costs are part of the annual line-item budget for the retaining wall program.

Recommend Motion: *Allow the Mayor to sign contract for 2019 with Albertson Engineering for professional services for the retaining wall program and other structural engineering projects in an amount not to exceed \$70,000.*



Albertson Engineering Inc.

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

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

Date: April 1, 2019

Structural Engineer (SER):

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

Client:

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

Project Name: Retaining Wall Replacement/Repair Open End Contract
Project Location: Deadwood, South Dakota
SER Project #: 2019-113

PROJECT DESCRIPTION

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

SCOPE OF SERVICES

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

ENGINEERING CHARGES

Compensation for our services shall be:

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

The SER's current standard hourly rate schedule is:

Principal Engineer:	\$145/hour
Project Engineer II:	\$120/hour
EIT:	\$90/hour
Drafting:	\$60/hour
Clerical:	\$50/hour

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

REIMBURSABLE EXPENSES

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

ADDITIONAL PROVISIONS

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

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

AUTHORIZED ACCEPTANCE

by Structural Engineer
of Record (SER)



Signature

Mike Albertson, President

Print Name and Title

4/1/19

Date

by Owner

Signature

Print Name and Title

Date



Albertson Engineering Inc.

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

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

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



Albertson Engineering Inc.

EXHIBIT A — Summary of Services

This is an exhibit attached to and made a part of the letter of agreement dated April 1, 2019 between the Structural Engineer of Record (SER), Albertson Engineering Inc., and City of Deadwood (Owner).

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

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

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

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

ADDITIONAL SERVICES

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



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

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

EXHIBIT B - Terms and Conditions

This is an exhibit attached to and made a part of the agreement dated April 1, 2019 between the Structural Engineer of Record (SER), Albertson Engineering Inc., and City of Deadwood (Owner).

Section I - General

1.1 This Agreement

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

1.2 General Obligations of the SER and the Owner

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

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

1.3 Definitions

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

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

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

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

Section 2 - Basic Services

2.1 General

2.1.1 The Basic Services of the SER shall include the analysis of, design of, preparation of drawings and specifications for; review of structural submittals related to; and construction observation of the Primary Structural System, as designated in Exhibit A.

2.1.2 Provide Structural criteria for Pre-Engineered Structural Elements, if required by Exhibit A. This includes the type of element, position within the structure, connection to the Primary Structural System, the loading and deflection criteria, and the required shop drawing and calculation submittal requirements

2.1.3 Review the effect of Secondary elements on the Primary Structural System and design the Primary Structural System to accept and support such items. The contract documents shall provide information regarding the supporting capability and physical attachment limitations of the Primary Structural System.

2.1.4 Submittal Review:

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

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

2.1.5 Construction Observation:

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

Prepare construction observation reports.

Section 3 - Additional Services

3.1 General

3.1.1 Services beyond those outlined under Basic Services may be requested. These services may be provided by the SER under terms mutually agreed upon by the Client and the SER.

3.1.2 Special Services are services that may or may not be foreseen at the beginning of design stages, and are not normally included as Basic Services. Examples include, but are not limited to:

- 1) Tenant-related design services.
- 2) Services related to special dynamic analyses such as spectrum or time-history response to seismic forces, or floor-response analysis for footfall or vibratory equipment.
- 3) Services related to special wind analyses, such as wind-tunnel tests, etc.
- 4) Services related to "seismic risk" analysis.
- 5) Studies of various schemes to accommodate special energy requirements.
- 6) Services connected with the preparation of documents for alternate bids or for segregated contracts for phased or fast track construction.
- 7) Continuous and/or detailed inspections of construction.
- 8) Design or field observations of shoring and bracing for excavations and buildings, or underpinning of adjacent structures.
- 9) Design or review related to contractor's construction related equipment, e.g., cranes, hoists, etc.
- 10) Design of swimming pools.
- 11) Design for future expansion.
- 12) Filing application for and obtaining a building permit.
- 13) Preparation of "as-built" or record set of drawings.
- 14) Preparation of shop or fabrication drawings, for example, tilt-up wall panel drawings, reinforcing and structural steel detailing, etc.
- 15) Review and determination of structural fire resistance requirements.
- 16) Providing construction observations in excess of those required determining if construction is in general conformance with the structural portions of the construction documents.

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

Examples include, but are not limited to:

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

Section 4 - Fees and Payments

4.1 Fees and Other Compensation

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

4.2 Payments on Account

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

4.3 Late Payments

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

Section 5 - Insurance, Indemnifications & Risk Allocation

5.1 Insurance

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

after all Professional Services under the terms of this contract are completed.

5.2 Indemnifications

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

Section 6 - Miscellaneous Provisions

6.1 Reuse of Documents

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

6.2 Opinion of Probable Construction Costs

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

6.3 Hidden Conditions

- 6.3.1 A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the SER shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or

correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.

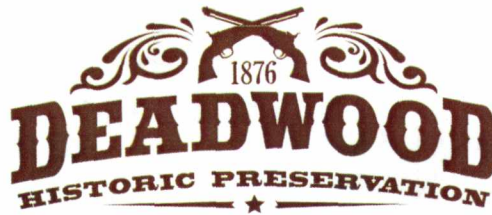
6.4 Termination, Successors and Assigns

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

6.5 Disputes Resolution

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

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



8P
Kevin Kuchenbecker
Historic Preservation Officer
Telephone (605) 578-2082
kevin@cityofdeadwood.com

MEMORANDUM

Date: May 2, 2019
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Ferber Engineering – GIS Technical Services Agreement

The City of Deadwood utilizes GIS technology to assist with management of assets and operations. In the past year, Deadwood's GIS software and data were migrated to an enterprise platform which allowed for development and expansion. This expansion included the trolley tracker mobile app, points of interest app and several department-specific web mapping apps. In continuing to develop and maintain our GIS technology staff will need some continued technical assistance.

Staff recommends entering in to an agreement with Ferber Engineering Company, Inc. to serve as GIS Professional Technical Support on retainer at a cost not to exceed \$20,000.00. This agreement includes but is not limited to the following tasks.

- Continued support of existing infrastructure, database and applications
- Workstation software upgrades
- Mobile data collection setup and/or training
- Storymap development and/or training
- ArcGIS Online/ArcGIS Pro development and/or training.

Recommended Motion: *Move to approve entering into an agreement with Ferber Engineering Company, Inc. for GIS Professional Technical Services at a cost not to exceed \$20,000.00 to be divided between the HP GIS and Professional Services line items.*



February 25, 2019

Mr. Kevin Kuchenbecker
City of Deadwood – Historic Preservation
108 Sherman Street
Deadwood, SD 57732
via email: kevin@cityofdeadwood.com

Re: City of Deadwood GIS Technical Services Retainer - 2019

Dear Kevin,

The City of Deadwood has utilized Geographic Information System (GIS) technology for nearly two decades to assist with managing many of the City's assets and operations. Over time, significant advancements in technology have only enhanced and broadened the opportunities GIS presents for improving operational efficiency and organizational awareness. For example, in the past year, Deadwood's GIS software and data was migrated to an enterprise platform which allowed for the development and expansion of the GIS. A trolley tracker mobile application, points of interest application and several department-specific web mapping applications are just a few examples. It is our understanding that the City of Deadwood is seeking to continue developing their GIS capabilities as well as maintaining what has been built to continue leveraging the investment they have made in GIS technology. As such, City of Deadwood personnel will need some continued technical assistance. This proposal will serve as a GIS Professional Technical Services retainer for tasks to be performed on a time and materials basis in accordance with our current Schedule of Charges (attached) not to exceed \$20,000.00. It is anticipated that requested tasks could include but will not be limited to:

1. Continued support of existing infrastructure, database and applications;
2. Workstation software upgrades;
3. Mobile data collection setup and/or training;
4. Storymap development and/or training;
5. ArcGIS Online/ArcGIS Pro development and/or training.

The above-named tasks and/or any other tasks will be completed as directed by City of Deadwood staff and includes labor and transportation only. Equipment and software/licensing will be provided by the City of Deadwood.

Thank you for the opportunity to provide this proposal for professional GIS 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.

A handwritten signature in cursive script that reads 'Linda M. Foster'.

Linda M. Foster, PLS, GISP
Senior Project Manager

Enclosures: as noted



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

EXHIBIT A

2019 SCHEDULE OF CHARGES

<u>EMPLOYEE CLASSIFICATION</u>	<u>HOURLY RATE</u>
Principal Professional Engineer	\$145.00
Principal Professional Engineer/Professional Land Surveyor	\$145.00
GIS Professional/Professional Land Surveyor	\$120.00
Professional Engineer IV	\$120.00
Professional Engineer III	\$100.00
Professional Engineer II	\$95.00
Professional Engineer I	\$90.00
Graduate Engineer III	\$85.00
Graduate Engineer II	\$80.00
Graduate Engineer I	\$70.00
Senior Technician	\$100.00
Technician III	\$85.00
Technician II	\$70.00
Technician I	\$60.00
Drafter II	\$85.00
Drafter I	\$65.00
Administrative	\$85.00
Clerical	\$55.00
Mileage	\$ 0.58



- 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): Kevin Kuchenbecker Title: Historic Preservation Officer

PROJECT INFORMATION:

Project Name: GIS Technical Services
Project Location: Deadwood, SD / Amazon Web Services
Legal Description: N/A

Description of Work: GIS technical services as outlined in the attached proposal letter dated February 25, 2019.

Estimated Completion Date: Ongoing

BILLING ARRANGEMENTS:

Invoices will be sent monthly. Work will be billed on a time and materials basis in accordance with FEC's current Schedule of Charges. The 2019 Schedule of Charges is included in the attached proposal.

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: 2/25/19

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

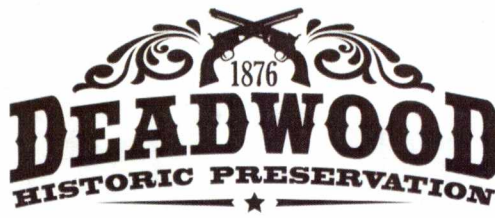


- Civil Engineering
- Geospatial Solutions
- Water Resources
- Transportation
- Land Surveying

729 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.



MEMORANDUM

Date: May 3, 2019
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Renew Grant Software Subscription with Foundant Technologies

The City of Deadwood entered into a two year agreement with Foundant Technologies in June 2017 for use of the web-based grant program for all of the Historic Preservation grants. This program has been very successful in keeping track of all the grant recipients and providing reports for meetings, budgets and grant numbers.

The software license purchased in 2017 was for two years. The current subscription is up in June 2019 and therefore the license subscription will need to be renewed. Plans are to pay \$4,750 for each year for the next two years for a total amount of \$9,500. Funds will be paid out of the Professional Services Revolving Loan line item.

The Historic Preservation Commission is recommending to the City Commission to approve the purchase of a two year licensing subscription from Foundant Technologies in the amount of \$9,500 with half being paid in 2019 and the other half in 2020. The funds will come out of the Professional Services Revolving Loan line item.

RECOMMENDED MOTION

Move to enter into an agreement with Foundant Technologies for a two year licensing subscription for services in the amount \$9,500 with half being paid in 2019 and the other half in 2020 to come out of the Professional Services Revolving Loan line item.



Software to Maximize the Impact of the
Philanthropic Community

Quote

Date: April 12, 2019

PO Box 11888
Bozeman, MT 59719
Phone (877) 297-0043
Fax (406) 922-0073

Bonny Anfinson
City of Deadwood
108 Sherman Street
Deadwood, SD 57732
(605) 578-2082
bonny@cityofdeadwood.com

Please Return Signed Quote by:
May 26, 2019

Foundant Contact	Subscription Term
Stephanie Johnson stephanie.johnson@foundant.com	06/26/2019 - 06/25/2021

Qty	Item #	Description	Price	Total
1	GLM2GS5CT-RN	Grant Lifecycle Manager (GLM) Standard Two-year Licensed Subscription - Renewal Includes 5 GLM Grant Processes, hosting, maintenance, standard documentation discount and support with no limitations on the number of users or incoming requests.	\$9,500.00	\$9,500.00
Total				\$9,500.00

This is not an invoice. Please sign, return and an invoice will be emailed
Please note #12 in quote terms and conditions below for sales tax information



Quote

Date: April 12, 2019

Software to Maximize the Impact of the
Philanthropic Community

Quote Terms and Conditions:

1. Foundant Technologies Terms and Conditions apply as stated in the Foundant Technologies Standard Terms and Conditions Software License and Services Agreement with Customer.
2. Quoted prices are in U.S. dollars. All payments shall be in U.S. dollars and are due Net 30 from the invoice date.
3. All GLM Licenses include hosting, maintenance, upgrades and support with no limitations on the number of users.
4. This is a binding commitment, which is not subject to the issuance of any further purchase orders, confirmations or other events.
5. Foundant Technologies' Standard Terms and Conditions and this proposal represent the entire agreement between the parties and cannot be overridden by terms contained in any later received document, unless the additional terms are accepted in writing by Foundant Technologies.
6. This order will be processed upon receipt of a copy of this letter signed by a representative of your organization.
7. Special conditions override standard conditions in the event of an inconsistency.
8. Foundant Technologies offers a 90 day money back guarantee on the cost of the software subscription from the date this order is processed. Should the client be unsatisfied for any reason after the 90-day period, Foundant will provide a pro-rated refund for the remaining, unused portion of the software subscription fee.
9. GuideStar Charity Check is licensed for up to 1,000 total lookups over the subscription term, if applicable based on the items purchased via this Quote.
10. Unless otherwise noted, client activity level is expected to be less than 5,000 online form submissions through GLM per year. Any deviation from this expectation should be communicated by client to Foundant at least four weeks prior to the initiation of such activity and Foundant reserves the right to limit access to GLM if adequate notice is not provided.
11. Should Foundant's prices increase prior to a renewal date, we commit that your next renewal will be no more than 10% increase over your most current subscription fee.
12. Prices set forth in this quote do not take into account any sales tax. We collect and remit sales tax from our customers located in certain state and local jurisdictions. We determine your local taxing jurisdiction based on the billing address in this quote. In order to determine if you are exempt from sales tax, you must provide proof of your organization's state sales tax exemption. Please note, states do not recognize your 501(c)3 letter as proof of exemption. For details on the most recent U.S. Supreme Court ruling on state tax law, visit https://www.supremecourt.gov/opinions/17pdf/17-494_j4el.pdf.

Special Conditions:

Split payment terms:

Payment #1 \$4,750 Due net 30 of invoice date

Payment #2 \$4,750 Due June 26, 2020



Quote

Date: April 12, 2019

Software to Maximize the Impact of the
Philanthropic Community

Contact to receive invoice:

Billing Contact(s) Name

Billing Contact(s) Email

To accept, please sign and date:

Signature

Date

Printed Name

Is a PO required? (Check for Yes)

9A

BID TABULATION

Retaining Wall Projects
 Deadwood Historic Preservation Office
 Deadwood, South Dakota
 Engineer: Albertson Engineering, Inc.

04/12/19 1:00 p.m.
 City of Deadwood
 108 Sherman Street
 Deadwood, SD 57732

BIDDERS / PLAN HOLDERS →					
↓ RETAINING WALL PROJECTS ↓	Engineer	C.A.I. Construction	R.C.S. Construction	Complete Concrete	C. Eagle Construction
336 Williams					
Bid Bond / Security	NA	Yes	Yes	Yes	Yes
Acknowledgement of Addendums	NA	Yes	Yes	1 & 2	Yes
Base Bid	\$ 43,485.00	\$ 63,000.00	\$ 72,300.00	\$ 91,297.00	\$ 72,000.00
Alternate 1	\$ 18,528.00	\$ 26,000.00	\$ 31,800.00	\$ 66,172.00	\$ 41,000.00
Alternate 2	\$ 25,224.00	\$ 21,000.00	\$ 34,200.00	\$ 43,801.00	\$ 34,000.00
Alternate 3	\$ 10,192.50	\$ 24,000.00	\$ 21,200.00	\$ 29,764.00	\$ 20,800.00
Total	\$ 97,429.50	\$ 134,000.00	\$ 159,500.00	\$ 231,034.00	\$ 167,800.00

9B

NOTICE TO BIDDERS

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on May 2, 2019, for removal and reconstruction of the heated sidewalk system at the Deadwood Recreation center located at 105 Sherman St. Bids will be publicly opened and read on that date at 2:00 p.m. at 102 Sherman, Deadwood, SD, with results presented to the City Commission on May 6, 2019 at 5:00 p.m.

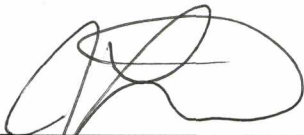
The contractor will be responsible for removal of the existing Sidewalk and components in a manner that can be salvaged for parts and use in another facility. Any unusable materials shall be properly disposed of in an authorized landfill. The contractor will be responsible for all testing and quality control prior to start up. In addition to any warranties by the supplier, the contractor shall provide a one year warranty for providing and installation of any parts.

Interested contractors can schedule a time to inspect the project by calling Public Buildings Department at 605-578-2082.

Bid security will be required in the form of a cashiers check or certified check in the amount of five (5) percent of the total for the bid submitted, or through a bid bond of not less than ten (10) percent of the total for the bid submitted, made payable to the City of Deadwood.

Bids will be sealed with name of bidder on the outside and marked **Recreation Center Heated Sidewalk** Bids will be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 1st day of April, 2019.



Jessica McKeown, Finance Officer

Publish Black Hills Pioneer: April 4 and April 11, 2019

For any notice that is published twice:

This notice is published twice at an approximate cost of \$_____.

The contractor shall provide a factory-trained and certified technician for a period of one (1) day for system check-out and start-up. The technician shall ascertain that all sidewalk systems have been installed in accordance with the manufacturer's recommendations, that the heating system is fully functional and that all units are properly powered and controlled in accordance with these Specifications and as per the manufacturer's control diagrams

The technician shall be available to train the Owner's representative(s) on the maintenance and repair of the system and shall remain at the job site until the Owner's representative is fully versed on the operation of the system.

BID

Proposal of _____ (hereinafter called "**BIDDER**"), organized and existing under the laws of the State of _____ doing business as _____. * To the City of Deadwood (hereinafter called "**OWNER**").

In compliance with your Advertisement for Bids, **BIDDER** hereby proposes to perform all **WORK** for the replacement in strict accordance with the **CONTRACT DOCUMENTS**, within the time set forth therein, and at the prices stated below.

By submission of this **BID**, each **BIDDER** certifies and in the case of a joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other **BIDDER** or with any competitor.

BIDDER hereby agrees to commence **WORK** under this contract on or before a date to be specified in the **NOTICE TO PROCEED** and to fully complete the **PROJECT** by July 2019.

* Insert "a Corporation", "a Partnership", or "an individual", as applicable.

BIDDER acknowledges receipt of the following addendums:

BIDDER agrees to perform all the work described in the **CONTACT/NOTICE TO PROCEED** for the following unit prices or lump sums:

BID SCHEDULE –Recreation center heated sidewalk

ITEM DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	EXTENDED PRICE
1. Materials	L.S.	_____	1	_____
2. Labor		_____	1	_____
TOTAL				\$ _____

Respectfully submitted by: _____

Signature Address

Title City, State, Zip

License Number (If applicable) Date

(SEAL* if **BID** is by a Corporation)

ATTEST

90

NOTICE TO BIDDERS

Event Complex Parking Lot Paving
DEADWOOD, SOUTH DAKOTA

Bid Date/Time: Tuesday May 2nd, 2019 at 2:00 p.m., local time.

In accordance with the plans and specifications, terms and conditions on file in the office of the Zoning Administrator, sealed bids will be received from bidders at the Deadwood Finance Office, 102 Sherman Street, Deadwood, SD 57732, until 2:00 p.m., local time, on May 2, 2019 for all work and materials necessary to construct work. Work will be bid under one General Contract.

Each proposal must contain a certified check or cashier's check or draft for five percent (5%) of the amount of the bid, such check to be certified or issued by a solvent bank and payable to the City of Deadwood, or in lieu thereof, a bid bond for ten percent (10%) of the amount bid, such bond to be issued by a surety authorized to do business in this State payable to City of Deadwood, as a guarantee of the bidder entering into a contract for the construction of the work and furnishing of a 100% Performance Bond. After this has been accomplished, the successful bidder's check or bid bond will be returned and the checks or bonds of all unsuccessful bidders will be returned within thirty (30) days after the bids have been opened; provided, however, the bid bond will not be returned to the successful bidder if a construction contract is not entered into by reason of his failure to furnish a performance bond or meet any other necessary requirement imposed upon the successful bidder pursuant to bid documents.

The Owner reserves the right to reject any and all bids and to waive any or all informalities.

Bid proposals will be made in duplicate on the form included in the specification.

No bidder may withdraw his bid for at least thirty (30) days after the scheduled closing time for the receiving of bids.

Plans and specifications may be examined in the following locations: City of Deadwood
102 Sherman St.
Deadwood, SD 57732

Dated this 15th day of April, 2019.

CITY OF DEADWOOD



Jessica McKeown, Finance Officer

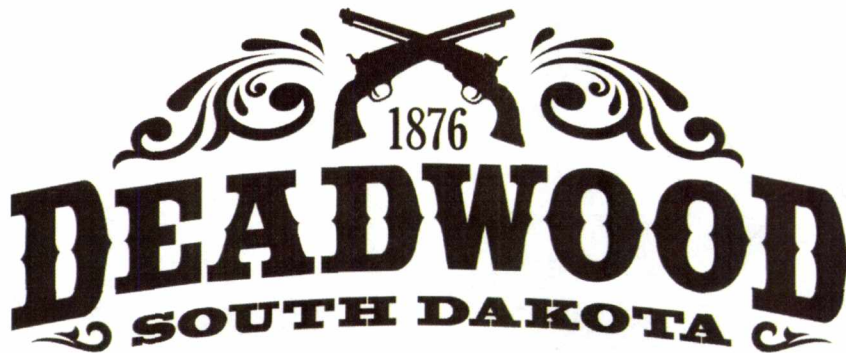
Publish Black Hills Pioneer: Thursday April 18 and April 25

For any notice that is published twice:

This notice is published twice at an approximate cost of \$

**EVENT COMPLEX
PARKING LOT PAVING
DEADWOOD, SOUTH DAKOTA**

APRIL 16, 2019



**CITY OF DEADWOOD
102 SHERMAN STREET
DEADWOOD SD 57732**

SET#_____

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Notice to Bidders 1 Page
Instruction to Bidders..... 4 Pages
Bid Form..... 2 Pages
Facsimile Modification to Bid Form..... 1 Page

DIVISION 1 – GENERAL REQUIREMENTS

Section 01100 – Summary Section
Section 01290 – Payment Procedures Section

END OF INDEX

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NOTICE TO BIDDERS

NOTICE TO BIDDERS

Event Complex Parking Lot Paving
DEADWOOD, SOUTH DAKOTA

Bid Date/Time: Tuesday May 2nd, 2019 at 2:00 p.m., local time.

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Each proposal must contain a certified check or cashier's check or draft for five percent (5%) of the amount of the bid, such check to be certified or issued by a solvent bank and payable to the City of Deadwood, or in lieu thereof, a bid bond for ten percent (10%) of the amount bid, such bond to be issued by a surety authorized to do business in this State payable to City of Deadwood, as a guarantee of the bidder entering into a contract for the construction of the work and furnishing of a 100% Performance Bond. After this has been accomplished, the successful bidder's check or bid bond will be returned and the checks or bonds of all unsuccessful bidders will be returned within thirty (30) days after the bids have been opened; provided, however, the bid bond will not be returned to the successful bidder if a construction contract is not entered into by reason of his failure to furnish a performance bond or meet any other necessary requirement imposed upon the successful bidder pursuant to bid documents.

The Owner reserves the right to reject any and all bids and to waive any or all informalities.

Bid proposals will be made in duplicate on the form included in the specification.

No bidder may withdraw his bid for at least thirty (30) days after the scheduled closing time for the receiving of bids.

Plans and specifications may be examined in the following locations:

City of Deadwood
102 Sherman St.
Deadwood, SD 57732

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INSTRUCTIONS TO BIDDERS

PART 1 -GENERAL

- 1.01 Plans and specifications may be examined in the following locations:

City of Deadwood, 102 Sherman St.,
Deadwood, SD (605-578-2082)

1.02 RECEIPT AND OPENING OF BIDS

- A. City of Deadwood (herein called the "Owner") invites Bids for construction.
- B. Sealed bids will be received at the Deadwood Finance Office, 102 Sherman Street, Deadwood, SD 57732.
 - 1. Any bid received after the closing time will be returned unopened.
- C. Bids will be opened thereafter.

1.03 METHOD OF BIDDING

- A. The Owner invites Bids on a lump sum basis to include work of all trades.
- B. See Bid Form for specific requirements regarding bids and cost breakdown.

1.04 PREPARATION OF BID

- A. Submit on forms furnished herein.
- B. Fill out in ink or typewritten, without erasure, interlineations or changes.
- C. Make Bid in name of principal and if co-partnership, give names of all parties.
- D. Give bidder's complete address.
- E. If Bids are submitted by an agent, provide satisfactory evidence of agency authority.
- F. Fill in all bid prices in both words and figures.
- G. In case of inconsistency between portions of Contract Documents or within Contract Documents, bid and provide better quality or greater quantity of Work.
 - 1. Bring all inconsistencies to Owner's attention, prior to bidding, for Owner's interpretation.
- H. Bids shall be submitted in duplicate in a sealed envelope addressed to the Deadwood Finance Office, 102 Sherman Street, Deadwood, SD 57732.
- I. Bid envelopes shall be clearly marked on the outside lower left corner "Bid – EVENT COMPLEX Parking Lot Paving" "Received by: May 2, 2019, 2:00 p.m.".
- J. Comply with all South Dakota codes and laws governing contractor's licensing. All intending contractors and subcontractors, at time of bid, must have the appropriate valid licenses for the work to be performed under the contract.
- K. If forwarded by mail, enclose sealed envelope containing bid in another envelope addressed as indicated.

INSTRUCTIONS TO BIDDERS

- L. Full responsibility for the delivery of mailed bids prior to the deadline for receiving bids rests with the bidder.

1.05 BID SECURITY/PERFORMANCE AND PAYMENT BOND

- A. Submit with Bid a certified check in the amount of five (5) percent or Bid Bond in the amount of ten (10) percent of highest total base bid combination, including all add alternates.
 - 1. Bid Bond shall be duly executed by bidder as principle and having a surety thereon, by company authorized to issue bond. Agent signing bid bond must file with bond, certified and effectively dated copy of his power of attorney showing any limitation in regard to total amount for which any single bond can be issued.
 - 2. The successful bidder shall be required to furnish performance bond in the penal amount of one hundred percent (100%) of the contract price as originally bid or subsequently modified.
 - 3. The Bid Bond of the successful bidder will be retained until a performance bond has been executed and approved, after which the Bid Bond will be returned to the Bidder.

1.06 WITHDRAWAL OR REVISION OF BID

- A. Bid may be withdrawn or revised prior to scheduled time for opening, under following terms:
 - 1 Bidder may, without prejudice to himself, withdraw Bid after it has been deposited, provided request for such withdrawal is received in writing before time set for opening.
 - 2 Bids may be modified by mail, fax or telegram before time set for opening. If modification is by fax or telegram a signed original hard copy of such modification must be received by the owner within 48 hours after the Bid Opening.
 - 3 Telephonic communications are not acceptable.
- B. After opening, no bidder may withdraw his bid for at least thirty (30) days after the scheduled closing time for the receiving of bids, without a written request explaining the cause of withdrawal and without a written consent of the Owner after reviewing the cause.
- C. Provide addition, subtraction or modification so that final prices or terms will not be known until sealed Bid is opened.

1.07 IRREGULAR BID

- A. Bid is considered irregular and may be rejected for the following reasons unless otherwise provided by law:
 - 1 If form furnished is not used or is altered.
 - 2 If there are unauthorized additions, conditional bids, or irregularities of any kind which may tend to make Bid incomplete, indefinite, or ambiguous.

INSTRUCTIONS TO BIDDERS

- 3 If bidder adds any provisions reserving right to accept or reject any award, (or reservations to enter into Contract pursuant to an award).
- 4 If unit or lump sum prices contained in bid schedule are obviously unbalanced either in excess of, or below, reasonable cost analysis values.
- 5 If bidder fails to insert alternate and unit prices for every such item indicated.
- 6 If bidder fails to complete Bid where information is requested, so Bid may be properly evaluated.

- B. Owner reserves right to waive any informalities, to reject any or all Bids, to request new bids, to effect any combination of accepted Bids, to have constructed the entire work encompassed by the Drawings, Project Manual and Addenda, or such part or parts of the Work as Owner may elect, and to reject any Subcontractor who, in Owner's opinion, is not qualified to perform the class or type of work involved.

1.08 INTERPRETATIONS

- A. If bidder for proposed work is in doubt as to true meaning of any part of Contract Documents, submit written request for interpretation to:
- City of Deadwood
102 Sherman St.
Deadwood, SD 57732
- B. Bidder submitting request is responsible for its prompt and actual delivery.
- C. Request must be received **AT LEAST 7 DAYS PRIOR** to date fixed for opening of Bids.
- D. No oral interpretations will be considered binding.
- E. The City of Deadwood is not responsible for any other explanations or interpretations, which anyone presumes to make.
- F. Interpretations or supplemental instructions will be in form of written addenda mailed prior to date fixed for opening of bids.
- G. Copy of such addendum will be mailed, faxed or e-mailed, or delivered to each individual or entity who is issued a scope of work or plans.
- H. Failure to receive such addendum does not relieve bidder from any obligation under his bid as submitted.
- I. All addenda become part of Contract Documents.
- J. Bidder desiring approval of material or equipment not specified must comply with specification requirements.

1.09 BASE BID, ALTERNATE BIDS, AND UNIT PRICES

- A. General: Bid must include base bid and unit prices.
- B. In event a bid item does not affect bidder's work, enter "No Change".

INSTRUCTIONS TO BIDDERS

- C. Absence of any entry will be assumed to indicate zero price or time change.

1.10 METHOD OF AWARD

- A. If lowest base bid submitted by qualified bidder does not exceed amount of funds available to finance project, Contract may be awarded on base bid, subject at all times to Owner's reservation of rights.
- B. If base bid exceeds such amount, Owner may reject all bids.
- C. Owner may award Contract based on combination of cost, experience and references.
- D. Submit list of proposed subcontractors on Bid Form for Owner's review.
 - 1. Owner may disqualify any subcontractor and negotiate contract price prior to award.

END OF SECTION

BID FORM EVENT COMPLEX

PARKING LOT PAVING

DEADWOOD, SOUTH DAKOTA Bid Opening: Tuesday,

May 2, 2019 at 2 p.m., Local Time

Bids Received at:

**Deadwood Finance Office 102
Sherman Street Deadwood,
South Dakota 57732**

The undersigned, having familiarized themselves with the site of the work, the Plans and Specifications, and Form of Contract, thereto as prepared in parts by the City of Deadwood, hereby proposes to furnish all labor, material, equipment and expertise necessary for the completion of the **EVENT COMPLEX PARKING LOT REPAIRS and PAVING** covered by this proposal for the and in accordance bid the sum of:

BASE BID: As shown on the drawings and herein specified.

_____ DOLLARS (\$ _____)

The bidder agrees that the bids shall be good and shall not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receipt of bids.

In case of discrepancy between Arabic figures and the amounts written out in words on this bid form, the amount written out in words will govern.

The above bid includes all applicable State, Municipal Sales and Use taxes on materials and State and Municipal Excise Taxes and all other State and Federal Taxes that would affect the amount of the bid.

Substantial Completion All Work Items to be substantially complete by June 13th after the Notice to Proceed is issued.

Owner reserves the right to reject any and all bids, to waive any or all informalities.

Upon receipt of written notice of acceptance of his bid, the bidder will execute the formal contract within ten (10) days and deliver surety bond or bonds as required by the General and Supplementary General Conditions, submit Certificates of Insurance and a list of subcontractors and major material suppliers.

The bid security attached in the amount of \$ _____ Dollars (\$ _____) or Bid Bond in the amount of 10% is to become the property of the Owner in the event the contract and bond are not executed in the time above set forth as liquidated damages and for delay and additional expense of the Owner caused thereby.

Respectfully Submitted,

SEAL

Corporation)

By _____ (If bid is by
Title _____

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive all informalities.

(Submit in Duplicate)

Proposed Sub-Contractor List

1)

2)

3)

4)

FACSIMILE MODIFICATION TO BID FORM

EVENT COMPLEX PARKING LOT PAVING

DEADWOOD, SOUTH DAKOTA Bid Opening: Tuesday,

May 2, 2019 at 2 p.m., Local Time

Bids Received at:

**Deadwood Finance Office 102
Sherman Street Deadwood,
South Dakota 57732**

Please make the following modifications to our bid on the referenced project. This modification is per the Instructions to Bidders Item #106.A.2 included in the original bid documents and modifies our sealed bid.

Note To Bidder: Please circle the appropriate ADD/DEDUCT and "X" out the undesired action.

**Modification to Base Bid – ADD / DEDUCT to our Base Bid the Sum of
DOLLARS (\$)**

The undersigned acknowledges receipt of the following addenda to the drawing and/or specifications (give number and date of each):

Addenda No. dated respectively.

In submitting this facsimile modification bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any irregularities. It is further understood by the Bidder that he may not withdraw his Bid within 30 days after the actual opening thereof.

BIDDER:

BY: (Type Name of Firm)

(Signature of Firm's Representative)

(Type Name and Title of Firm's Representative)

TELEPHONE NO.

FACSIMILE NO.

E-MAIL ADDRESS

BUSINESS ADDRESS

STATE OF INCORPORATION

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PART 1 -GENERAL**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Project consists of site work, grading, and parking lot paving and repair for the failed portions of the parking lot, and parking lot striping within the Deadwood Event Complex, Deadwood, South Dakota. Project area identified on attached map exhibit.
- 1 Project Location: Deadwood Event Complex, Deadwood, South Dakota.
 - 2 Owner Representative: City of Deadwood, Contact: Bob Nelson Jr., 605-578-2082.
- B. The Work consists of asphalt repairs, grading and asphalt base installation, and asphalt paving. There will be asphalt work around manholes, power and communication boxes, curb, and fencing. This work to be bid as a lump sum is summarized as follows:

Remove all damaged asphalt areas within the project area and replace with new asphalt (4" thick). These areas are easily identified and can be shown onsite. Within the project area all current asphalt must have all cracks routed or blown out and filled and the surface sealed with two coats of sealer and striped to maximize parking. Manholes, in ground utility boxes or other infrastructure in the asphalt project area must be raised or lowered to grade. The NEW asphalt area indicated on the map or shown onsite will require grading, installation of compacted base course (4"), tack all areas to be paved, and paved with four inches of asphalt. All dirt graded or excavated for new asphalt must be salvaged to the City of Deadwood, all asphalt removed by the contractor must be disposed of by the contractor. All new pavement areas must drain to the existing storm sewer drop inlet in the project area. Traffic control to close the parking lot or a portion of the parking lot during construction will be the responsibility of the contractor. Contractor will also be responsible for the painting of the parking lot stripes on the new surface. With the parking layout to be as determined by City Staff to maximize parking. Contractor must schedule entire lot closure with the City of Deadwood to properly notify the public. Work to be completed by June 13, 2019. This deadline may be extended with approval from the Parking and Transportation Committee if weather does not allow for the scope of work to be done by June 13, 2019.

Asphalt Material Specs:

The asphalt material required on the project will be **Class E Type 2**

SECTION 01100 SUMMARY

Construction Standards:

Construction will be in accordance with SDDOT Standards and Specification for Roads and Bridges 1977 Edition - sections 322, 330 and 360.

Bid Lump Sum and Provide Unit Prices

Perform Scope of work with bid to involve a sequenced closure of project area during construction to accommodate City workers accessing the City Parks Department and community access to the baseball fields. Entire project area closure may be approved to expedite construction. Unit prices must be included with bid.

Attached Map:

Repair Areas

1. Estimated = 24,500 square feet \pm

Maintenance Area

2. Estimated = 11,200 square feet \pm

New Paved Area

3. Estimated = 8,000 square feet \pm

Total Project Area Estimate = 43,700 square feet \pm

1.3 CONTRACT

- A. Project will be constructed under a general construction contract.

PART 1 -GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - Application for Payment forms with Continuation Sheets.
 - Submittals Schedule.
 - 2. Submit the Schedule of Values to the City of Deadwood at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content:
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - Project name and location.
 - Name of Owner.
 - Contractor's name and address.
 - Date of submittal.

2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

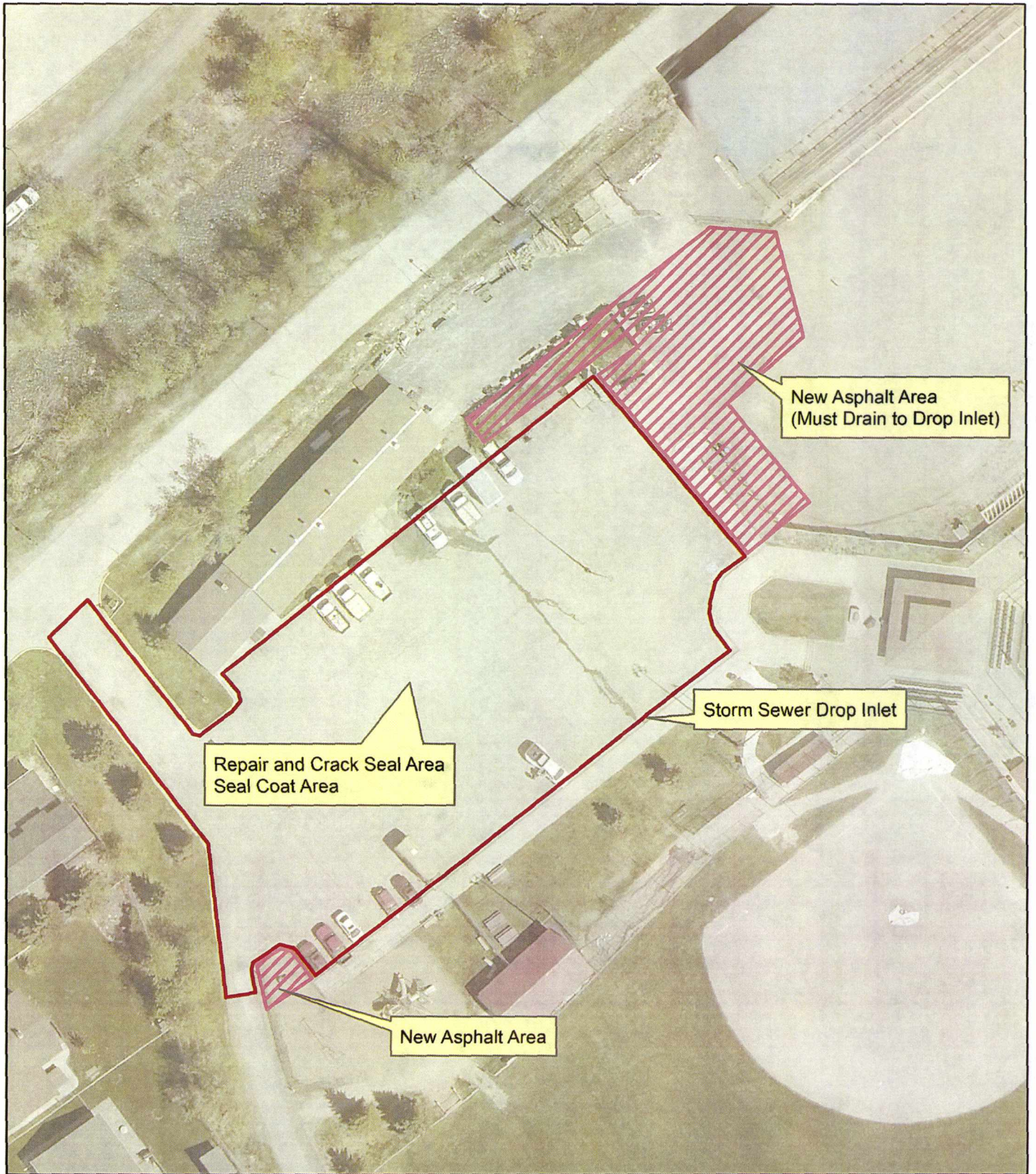
Description of the Work.

Name of Subcontractor or Supplier.

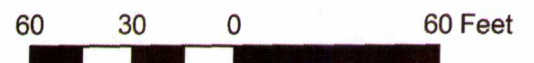
Dollar Value.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. Include evidence of insurance or bonded warehousing if required. Contractor shall obtain approval from the City of Deadwood prior to requesting payment for off-site stored materials.
6. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
7. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum. Change Orders and Construction Change Directives shall be on their own individual line at the end of the Schedule of Values.

APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the City of Deadwood and paid for by the City of Deadwood.
- B. Payment Application Times: During the construction period pay application may be submitted or the contract may be paid in whole upon completion of the project.



*Event Complex Parking Area
@29,500 Square Feet Maintenance
@7,500 Square Feet New Asphalt*



**RESOLUTION NO. 2019-09
RESOLUTION OF INTENT TO ESTABLISH
BUSINESS IMPROVEMENT DISTRICT #9**

WHEREAS, the City of Deadwood has received a petition for the creation of Business Improvement District #9 pursuant to SDCL 9-55 as amended, and requesting the City of Deadwood adopt a Resolution of Intent to establish Business Improvement District #9 and impose an occupational tax on the transient guests of the following lodging establishments within the City of Deadwood and a general occupation tax based on linear front footage on the following non-lodging establishments within the City of Deadwood; and

WHEREAS, it appearing to the City of Deadwood that the proposed Business Improvement District #9 is being created to fund the following public project:

Main Street revitalization efforts focusing on the development and operation of the Main Street Plazas.

NOW THEREFORE, BE IT RESOLVED by the City of Deadwood that the City hereby declares its intent to establish Business Improvement District #9 with the boundaries to be the following lodging and non-lodging establishments in the City of Deadwood. Any lodging or non-lodging establishments not listed can become a part of this District and included in the boundaries of the District by petition and approval of the City Council:

Transient Commercial Property Owners – hotels & motels

<u>Name</u>	<u>Business Address</u>
BH Inn & Suites	206 Mtn Shadow Lane, Deadwood, SD 57732
Celebrity Hotel	629 Main, Deadwood, SD 57732
Deadwood Cottages	390 Main, Deadwood, SD 57732
Deadwood Cottages	388 Main, Deadwood, SD 57732
Hickok's Hotel & Casino	685 Main, Deadwood, SD 57732
Hickok House Hotel	137 Charles, Deadwood, SD 57732
Iron Horse Inn	27 Deadwood, Deadwood, SD 57732
Deadwood Rentals	36 Water Street, Deadwood, SD 57732
Bullock Hospitality	633-635 Main, Deadwood, SD 57732
Trucano B & B	124 Charles, Deadwood, SD 57732

Non-Transient Commercial Property Owners

<u>Name</u>	<u>Business Address</u>
Black Hills Novelty, LLC	69 Sherman, Deadwood, SD 57732
Wayne Morris	696 Main, Deadwood, SD 57732
Wild Hog, LLC DWD Harley	681 Main, Deadwood, SD 57732
Patchstop, LLC	666 Main, Deadwood, SD 57732
The Pink Door	596 Main, Deadwood, SD 57732
RE Center of Lead/DWD	11 Charles, Deadwood, SD 57732
David Barth	29 Lee, Deadwood, SD 57732
Madame Peacock's	638 Main, Deadwood, SD 57732
Berg Jewelry and Gift	650 Main, Deadwood, SD 57732
Jacobs Gallery	670 Main, Deadwood, SD 57732

BE IT FURTHER RESOLVED that the City of Deadwood declares its intent to establish an occupational tax to be imposed on transient guests renting rooms in the above described lodging establishments. The amount of the tax shall be \$2 per occupied room per night, which shall not apply or be imposed on any transient guest who has been offered a room by a lodging establishment on a complimentary basis and for which no fee or rent was charged for such room.

BE IT FURTHER RESOLVED that the City of Deadwood declares its intent to establish a general occupation tax based on the linear front footage of the above described non-lodging establishments. The amount of tax shall be \$50 per month for each non-lodging establishment which has 30 or less linear feet of front footage, and shall be \$75 per month for each non-lodging establishment with more than 30 linear front footage feet.

The total estimated or proposed cost for the above projects and activities is projected to be \$100,000 annually, with the revenues from the occupancy tax and the general occupation tax to fund some or all of the above projects and activities; and be it further

RESOLVED that a hearing shall be held before the Deadwood City Commission on Monday, May 6, 2019 at 5:00 p.m. at the City Commission Chambers located at 102 Sherman Street in the City of Deadwood, South Dakota, to consider the establishment of Business Improvement District #9 and the imposition of a \$2 per room occupancy tax on transient guests for rooms rented by the above lodging establishments, and the imposition of \$50 per month for each non-lodging establishment above with 30 or less linear feet of frontage, and \$75 per month for each non-lodging establishment above with more than 30 linear feet of frontage.

The City Finance Officer shall give notice of this hearing by mailing a complete copy of this Resolution of Intent to each of the owners of the lodging establishments or non-lodging establishments listed above and located within the proposed Business Improvement District #9 at least 30 days prior to the public hearing date.

Dated this 18th day of March, 2019.

David Ruth Jr., Mayor

Jessicca McKeown, Finance Officer

Deadwood Business Improvement District #9

Minutes of Meeting: May 1, 2019

The board of directors of the Deadwood Business Improvement District #9 conducted it's initial meeting at 2pm at Hickok's Hotel & Suites, 681 Main Street, Deadwood, SD. Board members present included Michael Trucano, Trinity Conrad, Jim Burgess, and Jim Trucano. Main Street Initiative member Ken Ginger was also present.

Interim president Michael Trucano called the meeting to order.

Election of Officers:

Burgess moved, and Jim Trucano seconded, that Michael Trucano be named president, and that Trinity Conrad be named secretary. Motion carried.

New Business:

Michael Trucano indicated that he had been working with the city of Deadwood's Finance Office, and that certain items needed to be addressed at this initial meeting. These items included a specific Statement of Purpose, Contact Information, an Estimated Budget, and other required Logistical items.

After much discussion, the board outlined all items mentioned above, and summarized same on the attached page. Conrad moved, and Burgess seconded, to adopt the BID 9 Statement of Purpose, Contact Information, Budget, and Logistics. Motion carried.

Being no further business, the meeting was adjourned.

Respectfully Submitted,

Trinity Conrad, Secretary

**BID 9 Organizational Meeting
May 1, 2019**

BID 9 Statement of Purpose

Business Improvement District #9 was formed to raise funds for the construction and operation of a community gathering place in downtown Deadwood: the Outlaw Square. The boundaries of this Business Improvement District have been defined so that membership is voluntary, and unless funds generated are bonded by the city, the boundaries may be expanded or contracted yearly.

Given the voluntary nature of the organization, it is important that funds raised be directed to it's narrow scope of Purpose: the construction and operation of Deadwood's Outlaw Square. Varying from the Purpose can only diminish the size of the organization and the funds it can raise.

BID 9 Contact Information as of May 1, 2019:

President: Michael Trucano (605) 641-5111 mtrucano@centurylink.net
Secretary: Trinity Conrad (605) 920-9266 trinity.conrad@icloud.com

Budget for year ending December 31, 2019

Estimated Revenue Transient Commercial Property Owners:	\$35,000	
Estimated Revenue Non-Transient Commercial Property Owners:	\$ 2,400	
Total Revenue:		\$37,400
Estimated city of Deadwood accounting expenses:	\$ 2,000	
Estimated other expenses:	\$ 1,000	
Total Expenses:		\$ 3,000
Net Revenue to be applied to BID 9 Purpose:		\$34,400

BID 9 Logistics

Collection of Funds:

1. Transient Commercial Property Owners. The \$2/night/room charge for rooms sold must be remitted to the city of Deadwood Finance Office no later than the 20th of the following month in which it was collected. These funds will be accompanied with a form to be provided by the Deadwood Finance Office.
2. Non-Transient Commercial Property Owners. The monthly fee calculated by the member's lineal frontage feet will be billed monthly by the Deadwood Finance Office, and must be remitted to the city of Deadwood Finance Office no later than the 20th of the month.

Disbursement of Funds:

The president, with the approval of the Board of Directors, may authorize the city finance officer to disburse funds consistent with the Purpose of the Business Improvement District #9.

**NOTICE OF PUBLIC HEARING
FOR CUSTOM CYCLES BIKE NIGHT
MAIN STREET BIKE PARKING**

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 May 6, 2019, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:


Main Street:

Motorcycle parking on Main Street at the following businesses and dates:

- Block of Saloon #10 (Southwest side only) 5:00 p.m. to 6:30 p.m. Wednesday, June 5;
- Block of Bloody Nose Saloon (Southwest side only) 5:00 p.m. to 6:30 p.m. Wednesday, June 12;
- Block of Gold Dust (Northwest side only) 5:00 p.m. to 6:30 p.m. Wednesday, June 19;
- Block of Nugget Saloon (Northwest side only) 5:00 p.m. to 6:30 p.m. Wednesday, June 26;
- Block of Mustang Sally's (Northwest side only) 5:00 p.m. to 6:30 p.m. Wednesday, July 10;
- Block of Bodega (Northwest side only) 5:00 p.m. to 6:30 p.m. Wednesday, July 17;
- Block of Madame Peacock's/ West River (Northwest side only) 5:00 p.m. to 6:30 p.m. Wednesday, July 24;
- Block of Jacobs Art Gallery (Northwest side only) 5:00 p.m. to 6:30 p.m. Wednesday, August 14;
- Block of Sick Boy (Northwest side only) 5:00 p.m. to 6:30 p.m. Wednesday, August 28;
- Block of Nugget Saloon (Northwest side only) 5:00 p.m. to 6:30 p.m. Wednesday, September 4 for Gem Steakhouse;
- Block of Deadwood Tobacco (Northwest side only) 5:00 p.m. to 6:30 p.m. Wednesday, September 11;
- Block of His and Hers Ale House (Northwest side only) 5:00 p.m. to 6:30 p.m. Wednesday, September 18;
- Block of Silverado/Franklin (Southwest and Northwest side) 5:00 p.m. to 6:30 p.m. Wednesday, September 25, 2019

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 1st day of April, 2019.

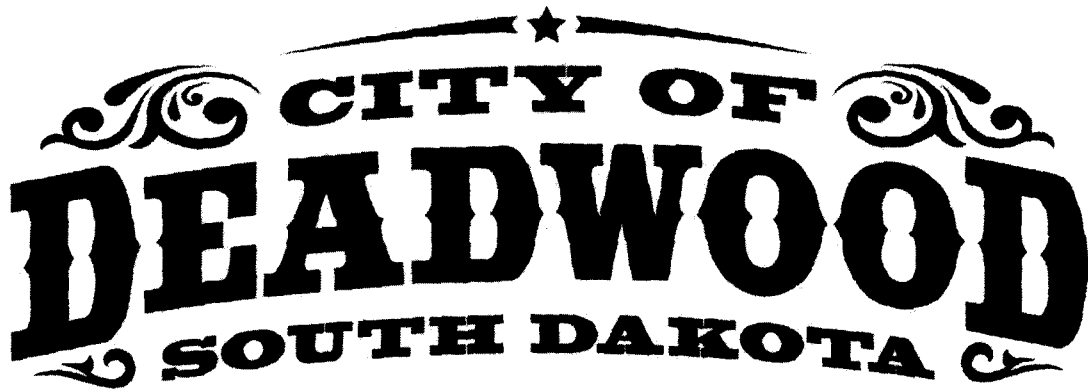
CITY OF DEADWOOD


Jessica McKeown, Finance Officer

Publish BH Pioneer: April 4, 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**

Deadwood Custom Cycle Bike Night Jun-Sep 2019

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: Deadwood Custom Cycle Bike Night

Event Date(s): See Attached Total Anticipated Attendance: 50-100 est.
(month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from): 5:00 AM/PM (to): 6:30 AM/PM

Location / Staging Area: Various Business on Main St. - See Attached

Set up/assembly/construction Date: Wednesday Start Time: 5:00 AM/PM

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

Dismantle Date: Same Completion time: 6:30 AM/PM

List any street(s) requiring closure as a result of this event. Include street name(s), day, date and time of closing and time of re-opening: None Requested

- 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: Deadwood Custom Cycles

Chief Officer of Organization (NAME): Jason Mook

Applicant (NAME): Jason Mook Business Phone: (605) 717-2492

Address: 10 LEE ST Deadwood SD 57732
(city) (state) (zip code)

Daytime phone: () Evening Phone: () Fax #: ()

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:

Parking/Staging in front of Participating Business on Main Street for 90 mins prior to Ride. All Riders will leave together @ 6:30 pm.



DEADWOOD CUSTOM CYCLES

Presents Bike Night 2019

Staging/Parking will take place on Deadwood Main Street starting at 5 pm with kickstands up and departure at 6:30 pm every Wednesday (with a few exceptions) starting on June 5 thru September 25.

Riders will depart on the ride and will return to Deadwood Custom Cycles....

The following businesses are participating and are aware of riders being parked in front of their business on their Wednesday night of participation:

Saloon #10	June 5
Bloody Nose Saloon	June 12
Gold Dust	June 19
Nugget Saloon	June 26
Mustang Sally's	July 10
Bodega	July 17
Madame Peacocks/West River	July 24
Jacobs Art Gallery	August 14
Deadwood Mountain Grand	August 21
Sick Boy	August 28
Gem	September 4
Deadwood Tobacco	September 11
His & Hers Ale House	September 18
Silverado/Franklin	September 25

**NOTICE OF PUBLIC HEARING
APPLICATION FOR
RETAIL (ON-OFF SALE) MALT BEVERAGE LICENSE AND
RETAIL (ON-OFF SALE) WINE LICENSE**

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 May 6, 2019, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

1 – Retail (on-off sale) Malt Beverage:

Family Dollar Stores of South Dakota, Family Dollar, 124 Sherman St., Tract A, Formerly Lots 25 and 27 of Block 38, Except Westerly 28 Feet, and the Westerly Half of Vacated Carney Street, Original Town of Deadwood, Located in the NW1/4 of Section 26, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota.

1 – Retail (on-off sale) wine:

Family Dollar Stores of South Dakota, Family Dollar, 124 Sherman St., Tract A, Formerly Lots 25 and 27 of Block 38, Except Westerly 28 Feet, and the Westerly Half of Vacated Carney Street, Original Town of Deadwood, Located in the NW1/4 of Section 26, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota.

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

Dated this 15th day of April, 2019.

CITY OF DEADWOOD



Jessica McKeown, Finance Officer

Publish: B.H. Pioneer – April 18, 2019

For any public notice that is published one time:

Published once at the total approximate cost of _____.

Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

A. Owner Name and Address

Family Dollar Stores of South Dakota, LLC
10401 Monroe Road
Matthews, NC 28105

B. Business Name and Address

Family Dollar #30984
124 Sherman Street
Deadwood, SD 57732

Owner's Telephone #: (704) 708-2500

Business Telephone #: (605) 578-1777

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? ☐ Own ☒ Lease

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

D. Legal description of licensed premise:

See Exhibit A.

Is this license in active use? ☐ 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.

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

E. State Sales Tax Number 1028-4670-ST

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

G. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided 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 4-2-19 Print Name Sandra Loftis Boscia Signature *Sandra Loftis Boscia*

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 \$ _____

No. of Video Lottery Machines (\$50.00 each) _____

For Local Government Use

Transferred (State Use)

(Seal) _____

Mayor or Chairman

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

If disapproved, endorse reason thereon and return to applicant

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

Name of corporation/partnership/LP LLC Family Dollar Stores of South Dakota, LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 10401 Monroe Rd., Matthews, N.C.

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
Lonnie Wayne McCaffety	President	3003 Capullo Court, Wesley Chapel, NC 28104	Corporate Officer
William Abner Old, Jr.	Secretary	111-B 84th Street, Virginia Beach, VA 23451	Corporate Officer
Sandra Loftis Boscia	Assistant Secretary	127 Meadowbrook Road, Charlotte, NC 28211	Corporate Officer

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
Family Dollar, Inc.	100% Stockholder, 10401 Monroe Rd., Matthews, NC 28105

(Family Dollar, Inc. holds alcoholic beverage licenses in numerous other states.)

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

Corporate Headquarters in Matthews, North Carolina

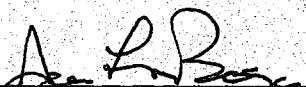
With signature the applicant agrees to the following:

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


Sandra Loftis Boscia, Assistant Secretary

4-2-19

Exhibit A

Tract A, Formerly Lots 25 and 27 of Block 38, Except Westerly 28 Feet, and the Westerly Half of Vacated Carney Street, Original Town of Deadwood, Located in the NW1/4 of Section 26, T5N, R3E, B.H.M., City of Deadwood, Lawrence County, South Dakota.

Date Received _____
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(submit separate application for each class of license).

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☐ 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? ☐ Own ☒ Lease

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

D. Legal description of licensed premise:

See Exhibit A.

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 1028-4670-ST

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

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

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Date 4-2-19 Print Name Sandra Loftis Boscia Signature A. Boscia

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 ☐

No. of Video Lottery Machines (\$50.00 each) _____

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 _____

STATE LIQUOR AUTHORITY:

APPROVAL _____ REVIEW _____

If disapproved, endorse reason thereon and return to applicant

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

Name of corporation/partnership/LP LLC Family Dollar Stores of South Dakota, LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 10401 Monroe Rd., Matthews, N.C.

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
Lonnie Wayne McCaffety	President	3003 Capullo Court, Wesley Chapel, NC 28104	Corporate Officer
William Abner Old, Jr.	Secretary	111-B 84th Street, Virginia Beach, VA 23451	Corporate Officer
Sandra Loftis Boscia	Assistant Secretary	127 Meadowbrook Road, Charlotte, NC 28211	Corporate Officer

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
Family Dollar, Inc.	100% Stockholder; 10401 Monroe Rd., Matthews, NC 28105
(Family Dollar, Inc. holds alcoholic beverage licenses in numerous other states.)	

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

Corporate Headquarters in Matthews, North Carolina

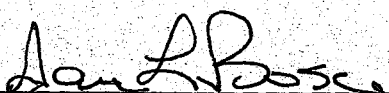
With signature the applicant agrees to the following:

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



Sandra Loftis Boscia, Assistant Secretary

4-2-19

ORDINANCE NUMBER 1293

TO AMEND CHAPTER 15.01 INTERNATIONAL BUILDING CODE

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, TO AMEND CHAPTER 15.01 AS FOLLOWS:

15.01.010 International Building Code - Adopted.

Certain documents, one copy of each is on file in the office of the building inspector, being marked and designated as the International Building Code, 2018 edition, including International Property Maintenance Code, 2018, International Existing Building Code, 2018, Chapters 1-24 and 44 of the International Residential Code, 2018, International Mechanical Code, 2018, International Fire Code, 2018, and Appendix J of the International Building Code, 2018, and Appendix A of the International Property Maintenance Code, 2018, and amendments or additions thereto, as published by the International Code Council, be and is hereby adopted as the Building Code of the city of Deadwood, for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupational use; and the condemnation of buildings and structures unfit for human occupancy; and use and the demolition, alteration, relocation or repair of such structures and considering the historical character and significance of any buildings as herein provided; providing for the issuance of all permits, the appeal of decision by the building official and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Building Code on file in the office of the building inspector are hereby referred to, adopted and made a part hereof, as if fully set out in this chapter, with the additions, insertions, deletions and changes, if any, prescribed in the following sections.

15.01.020 Exceptions.

G. Section A101 of Appendix A of the International Property Maintenance Code 2018 is hereby amended to read as follows: Windows and doors shall be boarded up in an approved manner to prevent the entry by unauthorized persons and shall meet the visual design guidelines adopted by resolution.

Dated this 6th day of May, 2019

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

First Reading: April 15, 2019
Second Reading: May 6, 2019
Published: May 9, 2019
Adopted: May 29, 2019

RESOLUTION 2019-17

RESOLUTION CREATING TAX INCREMENTAL DISTRICT #12

WHEREAS the Deadwood City Commission deems it necessary to create a tax incremental district, pursuant to SDCL 11-9-6, that includes real property as more particularly described herein; and,

WHEREAS the property within the following described District meets the qualifications and criteria set forth in SDCL 11-9 for an overlay tax incremental district; and,

WHEREAS the Council finds that:

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
3. The aggregate assessed value of taxable property in the proposed district plus the tax incremental base of all other existing districts does not exceed ten percent (10%) of the total assessed value of property within the City of Deadwood; and

NOW, THEREFORE, BE IT RESOLVED by the City of Deadwood that the real property legally described below shall constitute the final boundaries of Tax Incremental District Number #12:

Lot C2 of Block 1 of Palisade Tract, Deadwood Stage Run Addition, Sections 14 and 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota; and

Tract B-1A of Tract B of M.S. 751, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

All Located in the City of Deadwood, Lawrence County, South Dakota including within and adjacent rights-of-ways.

Dated at Deadwood, Lawrence County, South Dakota, this 6th day of May 2019.

City of Deadwood

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

12C

RESOLUTION 2019-18

**RESOLUTION APPROVING PROJECT PLAN
FOR TAX INCREMENT DISTRICT #12
AS SUBMITTED BY THE DEADWOOD PLANNING COMMISSION**

WHEREAS the Deadwood City Commission has determined that it is in the best interest of the City to implement plans which promote economic development and growth in the City. A key component to help with economic development is affordable housing; and

WHEREAS the Commission embraces the concept of Tax Increment Financing as a tool to encourage this desirable growth and redevelopment; and

WHEREAS SDCL 11-9-6 provides for the overlapping of one or more tax incremental districts; and

WHEREAS there has been established Tax Incremental District Number #12, which will overlay Tax Incremental District Number #8, along with additional areas; and

WHEREAS there has been established Tax Increment District Number #12; and

WHEREAS the Commission deems desirable to promote affordable and diversified housing to help with economic development; and

WHEREAS the Project Plan submitted helps make this development feasible by assisting in the development of improvements to promote the multifamily development; and

WHEREAS the use of Tax Increment Funding to promote this development is in keeping within the statutes adopted by the South Dakota State Legislature; and

WHEREAS there has been developed a Project Plan for this Tax Increment District which proposes these improvements; and

WHEREAS the Commission has considered Project Plan submitted by the Planning Commission and determined that the Project Plan for Tax Increment District #12 is economically feasible; and

WHEREAS the Council has further determined that this Project Plan is in conformity with the adopted Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED by the City of Deadwood that Tax Increment District Project Plan for Tax Increment District #12 and is hereby, approved as submitted by the Deadwood Planning Commission.

Dated at Deadwood, Lawrence County, South Dakota, this 6th day of May 2019.

City of Deadwood

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

CITY OF DEADWOOD

TAX INCREMENT DISTRICT #12 PROJECT PLAN

Affordable Housing Stage Run Apartments

Prepared by the
BKE Consulting
For the City of Deadwood
May 6, 2019

INTRODUCTION

Tax Increment Financing is a method of financing improvements and development in an area, which has been determined to be blighted or will stimulate and develop the general economic welfare and prosperity of the State. South Dakota Codified Law (SDCL) Chapter 11-9 gives municipalities the ability to create and use Tax Increment Financing as a tool to encourage either the redevelopment of property and/or economic development opportunities in the community. Deadwood Tax Increment District #12 was created to stimulate the economic welfare of the state, region, and community by promoting commercial development.

The assessed value of a district is determined by the South Dakota Department of Revenue at the time the district is created by the City Council. This valuation is termed the Tax Increment Base for the district, or simply the "base valuation." As the property taxes for the property are paid, that portion of the taxes paid on the Base Valuation continue to go to those entities, (City, County, School, etc.), which levy property taxes.

When in succeeding years the assessed valuation of the district increases, the total property taxes paid by the owners of property in the district will increase accordingly. That increase in taxable valuation is the "increment." When the tax bills are paid, only that portion of the tax bill, which results from the Base Valuation, is paid to the taxing entities. The remainder of the tax bill, known as the tax increment, is deposited in a special fund. It is this plan, which determines how these accumulated funds will be used. It is anticipated that one or more of the properties in this proposed Tax Increment District will be used for commercial purposes. The creation of this Tax Increment District for economic development purposes will not require an additional levy to make up for the School District's share of the property taxes included in the Tax Increment.

For the purpose of this document, the following terms are defined as the following:

Affordable Housing

For the purposes of SDCL13-13-10.9, affordable housing is only those tax increment financing districts 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, being used by the South Dakota Housing Development Authority, as of the date the district is created, for a minimum of five years following the date of first occupancy.

Base Valuation 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. (SDCL § 11-9-20)

Blighted Areas

- A. Areas conducive to disease or crime defined as blighted. Any area, including slum area, in which the structures, buildings, or improvements, by reason of:
 - (1) Dilapidation, age, or obsolescence;
 - (2) Inadequate provisions for ventilation, light, air, sanitation, or open spaces;
 - (3) High density of population and overcrowding;
 - (4) The existence of conditions which endanger life or property by fire and other causes; or

- (5) Any combination of such factors; are conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime, and which is detrimental to the public health, safety, morals, or welfare, is a blighted area. (SDCL § 11-9-9)
- B. Developed areas impairing growth defined as blighted. Any area which by reason of:
- (1) The presence of a substantial number of substandard, slum, deteriorated, or deteriorating structures;
 - (2) Predominance of defective or inadequate street layouts;
 - (3) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
 - (4) Insanitary or unsafe conditions;
 - (5) Deterioration of site or other improvements;
 - (6) Diversity of ownership, tax, or special assessment delinquency exceeding the fair value of the land;
 - (7) Defective or unusual conditions of title;
 - (8) The existence of conditions which endanger life or property by fire and other causes; or
 - (9) Any combination of such factors; substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition and use, is a blighted area. (SDCL § 11-9-10)
- C. Open areas impairing growth defined as blighted. Any area which is predominantly open and which because of obsolete platting, diversity of ownership, deterioration of structures or of site improvements, or otherwise, substantially impairs or arrests the sound growth of a municipality, is a blighted area. (SDCL § 11-9-10)

City

City of Deadwood, South Dakota

Developer

Stage Run Properties, LLC

Developer's Agreement

The agreement between Developer and City concerning this Tax Incremental District.

District

Deadwood Tax Incremental District #12.

Economic Development

That 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

The improvement of the area is likely to enhance significantly the value of substantially all of the other real property in the district. (SDCL § 11-9-8)

Fiscal Year

The fiscal year of City of Deadwood.

Grant

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

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.

Municipality

Any incorporated city or county in the state. (SDCL § 11-9-1(4))

Planning Commission

The City of Deadwood Planning and Zoning Commission.

Project Costs

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. (SDCL § 11-9-14)

Project Plan

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. (SDCL § 11-9-1(6))

Taxable Property

All real taxable property, in accordance with SDCL 10-4, located in a Tax Incremental District.

Tax Incremental District

A contiguous geographic area within a City and/or County defined and created by resolution of the governing body and named City of Deadwood Tax Incremental District #12.

Tax Increment Valuation or Increment

The total value of the Tax Incremental District minus the tax incremental base pursuant to SDCL § 11-9-19.

OVERVIEW

Through this document, the City of Deadwood Planning and Zoning Commission addresses legal requirements of specifying a Project Plan for the development of Tax Incremental District #12. The plan proposes that tax increment funds generated by the development of multifamily dwelling units that will be used to pay for the costs associated with improvements involving sitework and utilities improvements that are necessary for the multifamily development to take place.

Principal elements addressed in this plan include the following:

1. Existing uses and proposed development activities within the designated Tax Incremental District boundary;
2. Developer's planned economic development proposal within the legally established Tax Incremental District project area;
3. Listing of estimated Project Costs that are proposed for the Tax Incremental District and that will be funded by incremental tax revenues generated within the District;
4. Description of proposed method of financing estimated Project Costs specified in Item 3 above;
5. Specific delineation of the Tax Incremental Base, as specified under South Dakota Law (SDCL 11-9), and the fiscal impact of the proposed Tax Incremental District project upon those entities levying taxes on property in the District; and
6. Economic feasibility of the overall development project and its associated ability to generate incremental tax revenue sufficient to retire the debt incurred in the process of funding Project Costs referenced in Item 3 above.

TAX INCREMENT DISTRICT

In an associated action, Tax Increment District #12 is being created. TID #12 is located east side of the Stage Run subdivision (see Exhibit 1). All projects that are funded through tax increment financing must be located within the District and must be under construction within five years of creation of the District.

BASE VALUE ANALYSIS OF THE CITY OF DEADWOOD

State law requires that tax increment districts cannot exceed ten percent of the taxable value of City of Deadwood (SDCL § 11-9-7). This value for City of Deadwood is approximately \$216,680,997. The total amount of value allowed in Tax Increment Districts in the City of Deadwood is \$14,606,259. The Department of Revenue has not established the base value of the Tax Incremental District #12 (SDCL § 11-9-20) as of this time. It is projected that the base value of this parcel will be approximately \$189,330. In Table #1, it documents the current active Tax Increment Districts in the City of Deadwood and their base values when they were created. The creation of this District does not exceed the maximum value allowed in Tax Increment Districts.

Table #1 Base Value Analysis	
2018 Deadwood Valuation	\$216,680,997
SDCL 11-9-7 - 10% Based Valuation	\$20,295,494
Tax Incremental District #6	\$140,605
Tax Incremental District #8	\$878,448
Tax Incremental District #9	\$551,358
Tax Incremental District #10	\$9,551,358
Tax Incremental District #11(est.)	\$3,484,490
Tax Incremental District #12(est.)	\$189,330
Total Base Value in Tax Incremental Districts	\$14,801,589
Base Valuation Remaining	\$6,872,510

PROJECT DEVELOPMENT

The developer is proposing to construct a series of duplex and 4-plex apartment buildings on a recently platted lot on the east of the Stage Run development. The units will be an up/down duplex units connected a two-stall garage with a few just duplex units. The units will be similar to units the developer constructed on the west side of the development. The size of all units will be two bedrooms and two bath and 835 square feet.

In 2018, the South Dakota Legislature changed a number of the provisions to the Tax Increment Financing statutes. One of the changes was defining how Tax Increment Financing can be used for affordable housing. For multifamily housing, the rental rates must meet the following requirements – “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, being used by the South Dakota Housing Development Authority, as of the date the district is created, for a minimum of five years following the date of first occupancy.” South Dakota Housing Development Authority rental rate for a two-bedroom apartment is \$1,284. With the assistance of Tax Increment Financing, the developer is planning to have the rates in the \$900 to \$1,000 per month range which significantly lower than the minimum rate requirement. As part of the associated Developer Agreement, the developer will be required to provide documentation on the previous year rental rates to insure compliance with the state statutes.

In the recent adopted Comprehensive Plan Housing Element, the community identified a number of “wish list” items which included more housing (of all types), affordable and quality housing and apartments/multi-family housing units. In addition, the Comprehensive Plan Housing Element first two principles are:

- Improve the availability of housing for all income levels, making it possible for more people to both live and work in Deadwood.
- Encourage the development of a variety of housing types to better meet the needs of individuals throughout their lifetimes.

The propose development helps meet the adopted Deadwood Comprehensive Plan's “wish list” items and principles of to diversify the housing option available to residents at an affordable level.

This need for this type of housing was identified in the 2016 Deadwood/Lead Housing Study. In that report, it identified a need for 72-82 rental units to be developed by 2021. The study was completed before expansion of a number of hotel/gaming establishments and the announcement of the expansion of the Sanford Underground Research Facility for LBNF/DUNE facility. This growth is putting additional pressure for all types of housing in the community.

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.

EXISTING LAND USES

The property is currently vacant/open space except for old storage/barn building. Lot C2 of Block 1 of Palisade Tract, Deadwood Stage Run Addition is identified as Commercial within the Stage Run Planned Unit Development Designation. Multi-family dwelling units are an allowed use as part of the Planned Unit Development. Tract B-1A of Tract B of M.S. 751 is zoned Park Forest. (see Exhibit 2)

PROPOSED LAND USES/ZONING

There will be no proposed changes to any land uses or zoning. Lot C2 of Block 1 of Palisade Tract, Deadwood Stage Run Addition has a Neighborhood Residential land use designation on the Deadwood Comprehensive Plan Future Land Use Map. Tract B-1A of Tract B of M.S. 751 has a Forest Reserve land use designation on the Deadwood Comprehensive Plan Future Land Use Map. (See Exhibit 3)

CHANGES TO THE MASTER PLAN, MAP, BUILDING CODES, AND MUNICIPAL ORDINANCES

This plan does not address issues of or changes to the Deadwood Comprehensive Plan or map, master plan, building codes or municipal ordinances since none of these actions are required to implement the provisions of this Project Plan.

PROPOSED METHOD FOR THE RELOCATION OF DISPLACED PERSONS

No statement of a proposed method for the relocation of displaced persons is included, since such displacement is not applicable with respect to this Tax Incremental District project.

ELEMENTS OF THE PROJECT PLAN

This Project Plan, as required by SDCL 11-9-13, will address the following elements:

- 1) Public Works and Other Improvements;
- 2) Economic Feasibility Study;
- 3) Project Costs;
- 4) Fiscal Impact Statement; and,
- 5) Financing Method Description.

Additionally, the following exhibits are offered:

- Tax Increment District Boundary Map
- Existing Land Use
- Existing Zoning

- Proposed Improvements

1. PUBLIC WORKS AND OTHER IMPROVEMENTS (SDCL § 11-9-13 (1))

The project plan includes the following Tax Increment District costs associated with the proposed development. (Exhibit #4):

Removals, Demolition & Mobilization	\$42,000
Sitework & Excavation	\$495,600
Utilities	\$174,500
Interior Streets	\$159,000
Total cost of all improvements	\$871,100

2. ECONOMIC FEASIBILITY STUDY (SDCL § 11-9-13 (2))

Tax Increment District #12 is proposed for creation in accordance with SDCL 11-9-2 to 11-9-11. As of this date, the assessed valuation for the proposed district is projected as \$189,330. In accordance with SDCL 11-9-20, certification of the base value will be requested from the South Dakota Department of Revenue following creation and approval of the district by the City Council.

ANTICIPATED CERTIFIED BASE VALUATION OF PROPERTY IN TAX INCREMENT DISTRICT #12 - \$189,330

EXPECTED INCREASE IN VALUATION

The applicant is proposing to construct 38 apartment units in the Stage Run Development. It is estimated that the cost of the proposed expansion will be approximately \$4,037,500 and \$3,648,000 in new assessed value.

ESTIMATED FUTURE VALUATION OF PROPOSED DISTRICT

Estimated Assessed Value of District	\$	189,330
Estimated Assessed Value of Project	\$	3,648,000
Other Anticipated Increases in Assessed Value	\$	0
Estimated Total Increment Valuation	\$	3,648,000

REVENUE ESTIMATES FROM TAX INCREMENTS

The Plan anticipates 40 semi-annual payments over 20 years. The potential negative short-term impact on the various taxing entities will be offset by the increase in the tax base in future years.

Non-Agricultural (Other) 2018 Tax Levies and Percentage of Total Levy

Taxing Entity	Tax Levy	% of Total Levy
School District 40-1	.011545	54.02%
City of Deadwood	.004989	23.34%
Lawrence County	.004038	18.89%
Sanitary District	.000799	3.74%
Total Mill Levy	.021371	

2018 Non-Agricultural Tax Rate: **21.371 Mills**

The estimated tax increment available to pay for project costs in the Plan can be calculated by multiplying the anticipated tax rate by the increment in valuation. This calculation results in the following tax increments, which become available as taxes are paid for the applicable periods. This plan does not anticipate any additional increment other than those identified in the plan.

OVERALL PROJECTED TAX INCREMENT INCOME

Built Date	Assessment Date	Taxes Paid	Commercial Increment	Tax Increment
2019	2020	2021	\$1,824,000	
2020	2021	2022	\$1,824,000	
2021	2022	2023		\$35,083
2022	2023	2024		\$70,165
2023	2024	2025		\$70,165
2024	2025	2026		\$70,165
2025	2026	2027		\$70,165
2026	2027	2028		\$70,165
2027	2028	2029		\$70,165
2025	2026	2027		\$70,165
2026	2027	2028		\$70,165
2027	2028	2029		\$70,165
2028	2029	2030		\$70,165
2029	2030	2031		\$70,165
2030	2031	2032		\$70,165
2031	2032	2033		\$70,165
2032	2033	2034		\$70,165
2033	2034	2035		\$70,165
2034	2035	2036		\$70,165
2035	2036	2037		\$70,165
2036	2037	2038		\$35,083
2037	2038	2039		\$70,165
2038	2039	2040		\$70,165
2031	2032	2033		\$70,165
2032	2033	2034		\$70,165
2033	2034	2035		\$70,165
2034	2035	2036		\$70,165
2035	2036	2037		\$70,165
2036	2037	2038		\$70,165

TOTAL TAX INCREMENT EXPECTED TO ACCRUE BY 12/31/30: \$16,663,320

NOTE: Tax increment payments are calculated using 90% of estimated future property valuation and 100% of expected 2018 mill levy.

3. PROJECT COSTS (SDCL § 11-9-13 (3))

The following description is the costs associated with the development of the multi-family housing in the Stage Run Addition. These include site development, utilities, and interior streets, fees, and other costs.

Tax Incremental District #12 Development Costs

	Development Costs ⁽¹⁾	Tax Incremental District Costs ⁽²⁾	Total Costs
Capital Costs			
Removals, Demolition & Mobilization		\$42,000	\$42,000
Sitework & Excavation		\$495,600	\$495,600
Building Construction (38 units)	\$4,037,500		\$4,037,500
Utilities		\$174,500	\$174,500
Interior Streets		\$159,000	
Sub-Total	\$4,037,500	\$871,100	\$4,749,600
Contingency Costs	\$403,750	\$217,775	\$621,525
Capital Cost Total	\$4,441,250	\$1,088,875	\$5,371,125
Professional Fees			
Engineering	\$87,110		
Financing Costs (only District related)		\$137,684	\$137,684
Interest			

Administrative Costs

Organization Costs

Project Plan Preparation	\$15,000	\$15,000
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Total Costs	\$4,528,360	\$1,241,559	\$5,523,809
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⁽¹⁾ SDCL § 11-9-16(5) - A list of estimated nonproject costs.

District Project Costs (SDCL § 11-9-14)

The following costs have been identified as eligible costs to be included in the Project Plan.

Kind of Project	Number of Projects	Location	Amount	Reference ⁽²⁾
Capital Costs	5	District	\$1,088,875	11-9-15(1)
Financing Costs	1	District	\$137,684	11-9-15(2)
Real Property Assembly				11-9-15(3)
Professional Fees				11-9-15(4)
Imputed Administrative Costs				11-9-15(5)
Relocation Costs				11-9-15(6)

Organizational Costs		District	\$15,000	11-9-15(7)
Discretionary Costs and Grants				11-9-15(8)
Eligible Project Costs			\$1,241,559	

⁽²⁾ SDCL §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 increment 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 and interest on the tax increment 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 obligations prior to maturity and a reserve for the payment of principal and interest on obligations in an amount determined by the governing body to be reasonably required for the marketability of obligations;
- (3) Real property assembly costs, including the actual cost of the acquisition by a municipality of real or personal property within a district less any proceeds to be received by the municipality from the sale, lease, or other disposition of 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 a district 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 a district, the implementation of project plans, or to stimulate and develop the general economic welfare and prosperity of the state. No payment or grant may be used for any residential structure pursuant to § 11-9-42.

Based on discussion with the City, it was determined that the maximum allowed expenditures would not exceed \$300,000 not including financing costs. This was due the current city debt capacity and potential other City projects. This Project Plan authorizes a \$300,000 of Tax Increment Financing to use for the \$1,103,875 of eligible costs plus financing costs. The remaining balance will be the responsibility of developer.

AUTHORIZE TOTAL CONSTRUCTION COSTS AND FEES \$300,000
ESTIMATED TOTAL ELIGIBLE FINANCING COSTS \$137,684
ESTIMATED TOTAL ELIGIBLE PROJECT COSTS \$437,684

4. FISCAL IMPACT STATEMENT (SDCL § 11-9-13 (4))

The impact on taxing entities can be derived from determining the tax increment anticipated during the life of the district. The true impact on taxing entities of the Plan is the increase in valuation of the property within the Tax Increment District. The taxing entities are only foregoing that income during the life of the district and will realize that income as soon as the debt from the project costs in the Plan is retired. The purpose of this Plan is to encourage that increase in valuation.

At first glance it may appear that the negative impact on the various taxing entities is notable. But when it is considered that without the use of the Tax Increment Finance proposed in this plan it is very likely that there would be no increase in the taxable value of the property within

this District or, at least, any increase would be significantly delayed, the impact can be considered truly positive.

The impact on the various taxing entities after the Tax Incremental District is influenced by the entity's relative share of the total tax levy burden within the District. A specific entity would receive its relative proportion of the estimated annual taxes that would become available to all taxing entities after the Tax Incremental District debt is retired or the District is dissolved, whichever occurs first.

NET IMPACT ON TAXING ENTITIES

Year Pd	NA Increment*	School	City	County	Sanitary	Total
2021	\$1,641,600	\$18,952	\$8,190	\$6,629	\$1,312	\$35,083
2022	\$3,283,200	\$37,905	\$16,380	\$13,258	\$2,623	\$70,165
2023	\$3,283,200	\$37,905	\$16,380	\$13,258	\$2,623	\$70,165
2024	\$3,283,200	\$37,905	\$16,380	\$13,258	\$2,623	\$70,165
2025	\$3,283,200	\$37,905	\$16,380	\$13,258	\$2,623	\$70,165
2026	\$3,283,200	\$37,905	\$16,380	\$13,258	\$2,623	\$70,165
2027	\$3,283,200	\$37,905	\$16,380	\$13,258	\$2,623	\$70,165
2028	\$3,283,200	\$37,905	\$16,380	\$13,258	\$2,623	\$70,165
2029	\$3,283,200	\$37,905	\$16,380	\$13,258	\$2,623	\$70,165
2030	\$3,283,200	\$37,905	\$16,380	\$13,258	\$2,623	\$70,165
2031	\$3,283,200	\$37,905	\$16,380	\$13,258	\$2,623	\$70,165
2032	\$3,283,200	\$37,905	\$16,380	\$13,258	\$2,623	\$70,165
2033	\$3,283,200	\$37,905	\$16,380	\$13,258	\$2,623	\$70,165
2034	\$3,283,200	\$37,905	\$16,380	\$13,258	\$2,623	\$70,165
2035	\$3,283,200	\$37,905	\$16,380	\$13,258	\$2,623	\$70,165
2036	\$3,283,200	\$37,905	\$16,380	\$13,258	\$2,623	\$70,165
2037	\$3,283,200	\$37,905	\$16,380	\$13,258	\$2,623	\$70,165
2038	\$3,283,200	\$37,905	\$16,380	\$13,258	\$2,623	\$70,165
2039	\$3,283,200	\$37,905	\$16,380	\$13,258	\$2,623	\$70,165

*The increment value increase is based on 90% of full and true value.

Estimated Payout for Tax Increment District #12

There is impact on the Lead-Deadwood School Districts but because this Tax Incremental District meets the requirements of SDCL 13-13-10(9) for affordable housing development, the impact is only for the Capital Outlay and Special Education portion of the School District mill levy. The Tax Incremental District retains that portion of the increment that would go to the Lead-Deadwood School Districts; however, the State makes up the difference to the School District to their General Fund. It is estimated that the Tax Increment District #12 will dissolve at the end of 2027.

5. FINANCING METHOD (SDCL § 11-9-13 (5))

The financing method to be used in the funding of this Plan is to be obtained by the Developer. Since the Developer will be responsible for any principle and interest payments due, it is

imperative that adequate growth and improvements are occurring to offset the cost of those improvements. If the tax increment revenues exceed the anticipated loan payments, the debt will be retired early. Deposits made in the Tax Incremental District as taxes are paid on the property in succeeding years will retire the debt on the Tax Incremental District Project Costs covered in the Plan. The City of Deadwood Finance Officer will make the disbursements from that fund in accordance with this Plan. According to SDCL 11-9-25, positive tax increments will be allocated to that fund until the debt from the project costs is retired or twenty years.

	YEAR 2019	BALANCE FORWARD	PROJECT COST	INTEREST	NEW BALANCE	TIF PAYMENT	CAPITALIZED INTEREST	YEAR END BALANCE
1	2019.1	\$0	\$150,000	\$5,250	\$155,250	\$0	\$5,250	\$155,250
	2019.2	\$155,250	\$150,000	\$10,684	\$315,934	\$0	\$10,684	\$315,934
2	2020.1	\$315,934	\$0	\$11,058	\$326,991	\$0	\$11,058	\$326,991
	2020.2	\$326,991	\$0	\$11,445	\$338,436	\$0	\$11,445	\$338,436
3	2021.1	\$338,436	\$0	\$11,845	\$350,281	\$17,541	\$0	\$332,740
	2021.2	\$332,740	\$0	\$11,646	\$344,386	\$17,541	\$0	\$326,845
4	2022.1	\$326,845	\$0	\$11,440	\$338,284	\$35,083	\$0	\$303,202
	2022.2	\$303,202	\$0	\$10,612	\$313,814	\$35,083	\$0	\$278,731
5	2023.1	\$278,731	\$0	\$9,756	\$288,487	\$35,083	\$0	\$253,404
	2023.2	\$253,404	\$0	\$8,869	\$262,273	\$35,083	\$0	\$227,190
6	2024.1	\$227,190	\$0	\$7,952	\$235,142	\$35,083	\$0	\$200,060
	2024.2	\$200,060	\$0	\$7,002	\$207,062	\$35,083	\$0	\$171,979
7	2025.1	\$171,979	\$0	\$6,019	\$177,998	\$35,083	\$0	\$142,916
	2025.2	\$142,916	\$0	\$5,002	\$147,918	\$35,083	\$0	\$112,835
8	2026.1	\$112,835	\$0	\$3,949	\$116,784	\$35,083	\$0	\$81,702
	2026.2	\$81,702	\$0	\$2,860	\$84,561	\$35,083	\$0	\$49,479
9	2027.1	\$49,479	\$0	\$1,732	\$51,210	\$35,083	\$0	\$16,128
	2027.2	\$16,128	\$0	\$564	\$16,692	\$35,083	\$0	\$0

Totals		\$300,000	\$137,684		\$437,684		\$38,436	
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Exhibit #1
Tax Increment District #12 Boundary

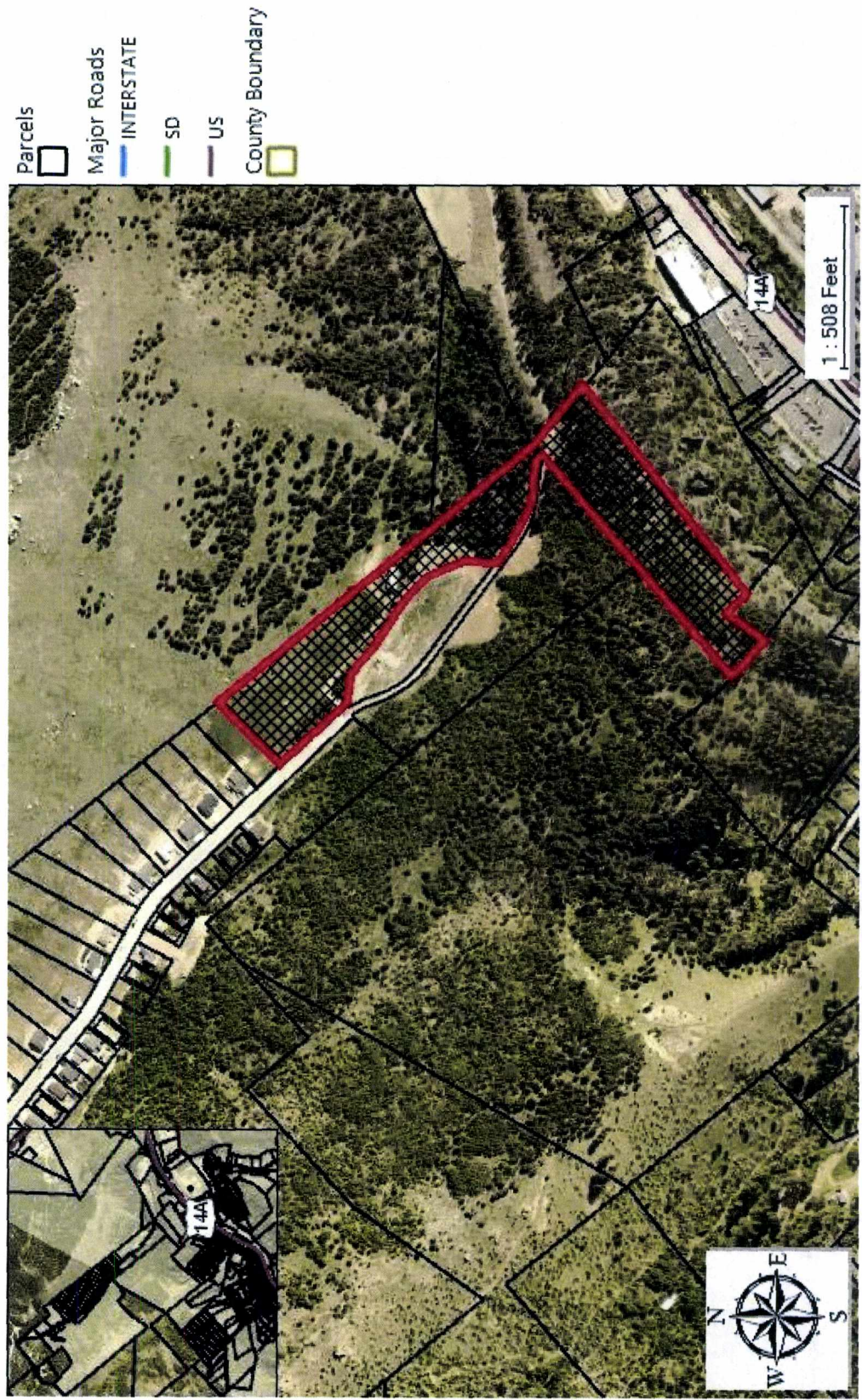


Exhibit #2
Tax Increment District #12 Zoning Districts

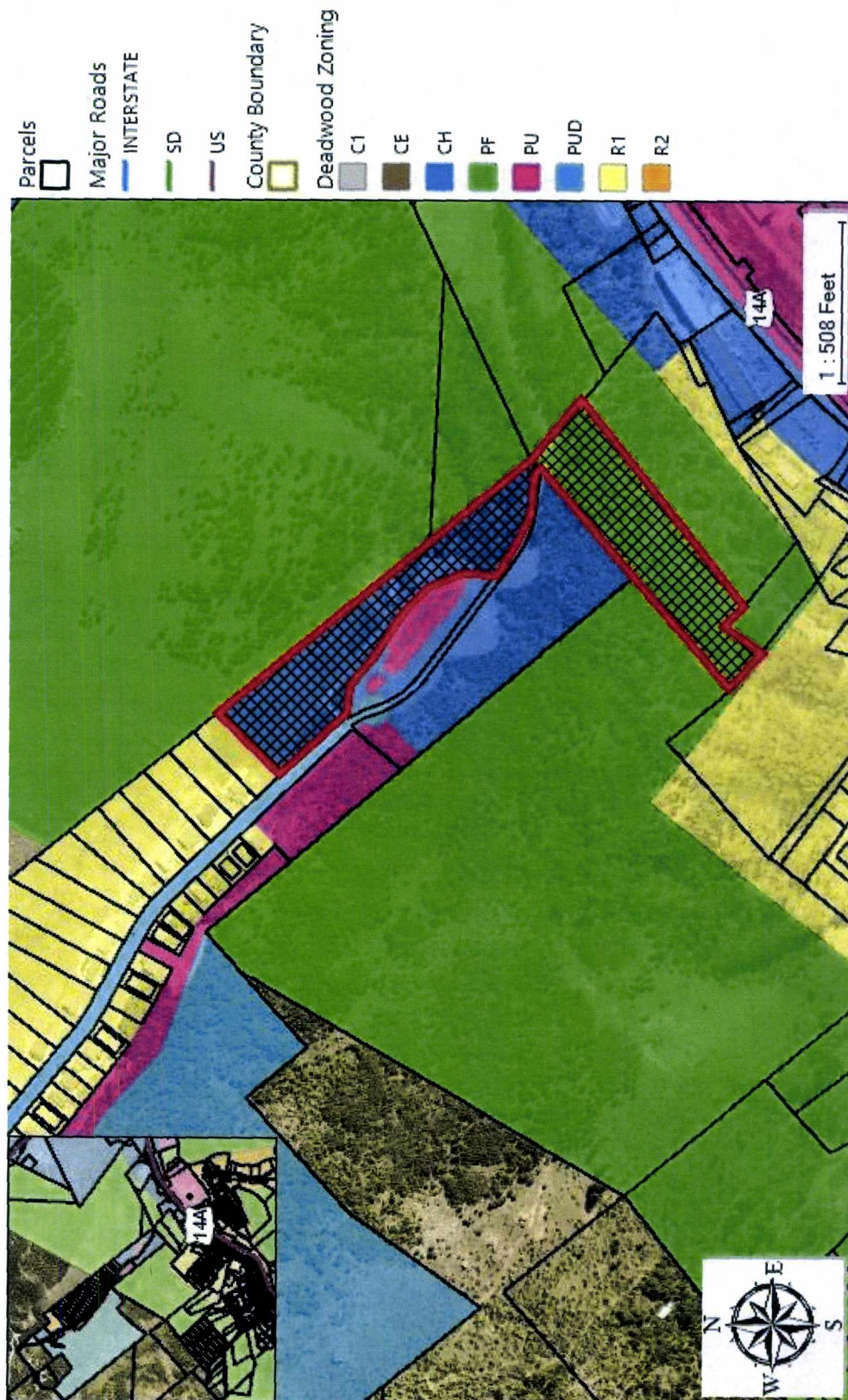


Exhibit #3
Deadwood Comprehensive Plan Future Land Use Map

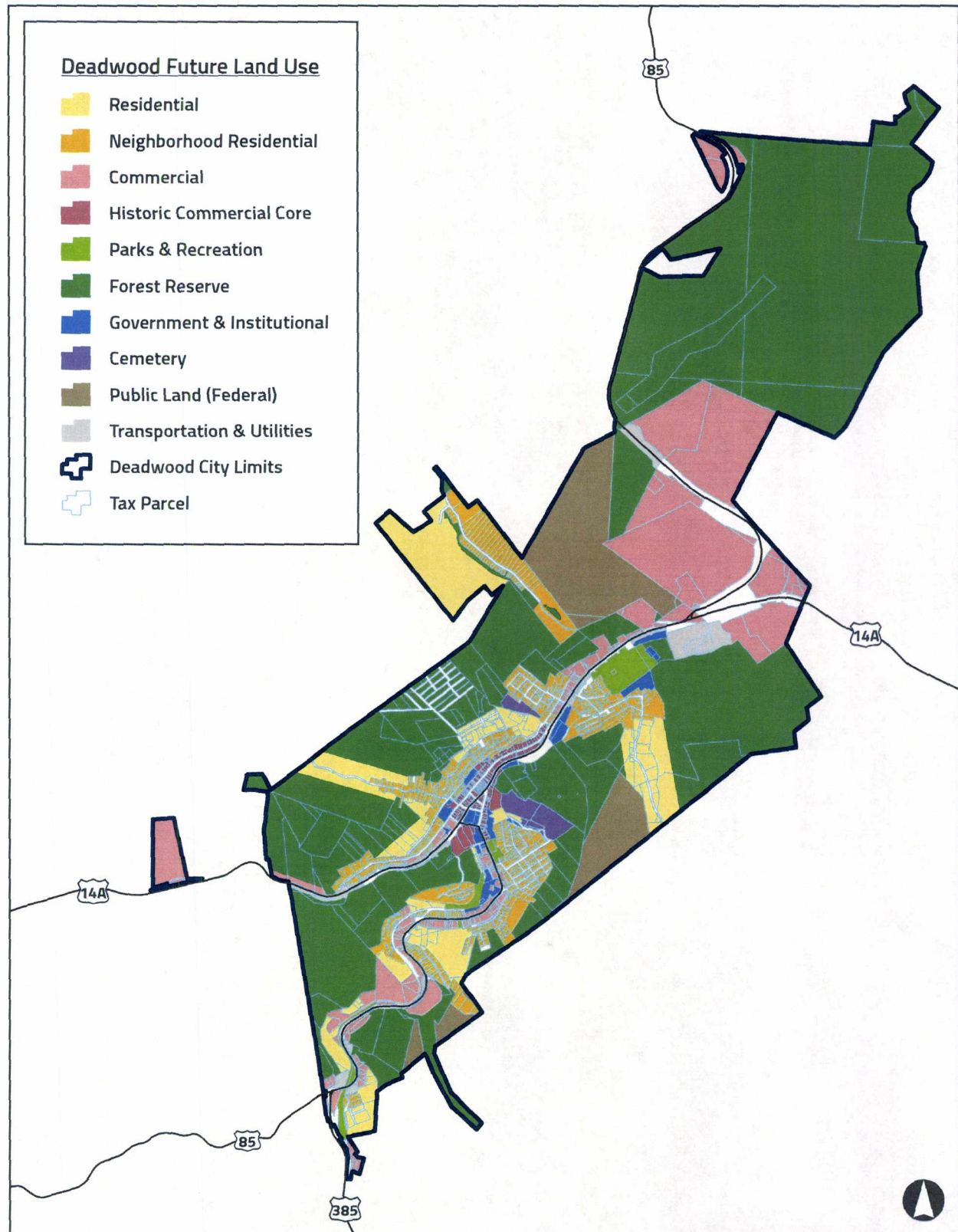
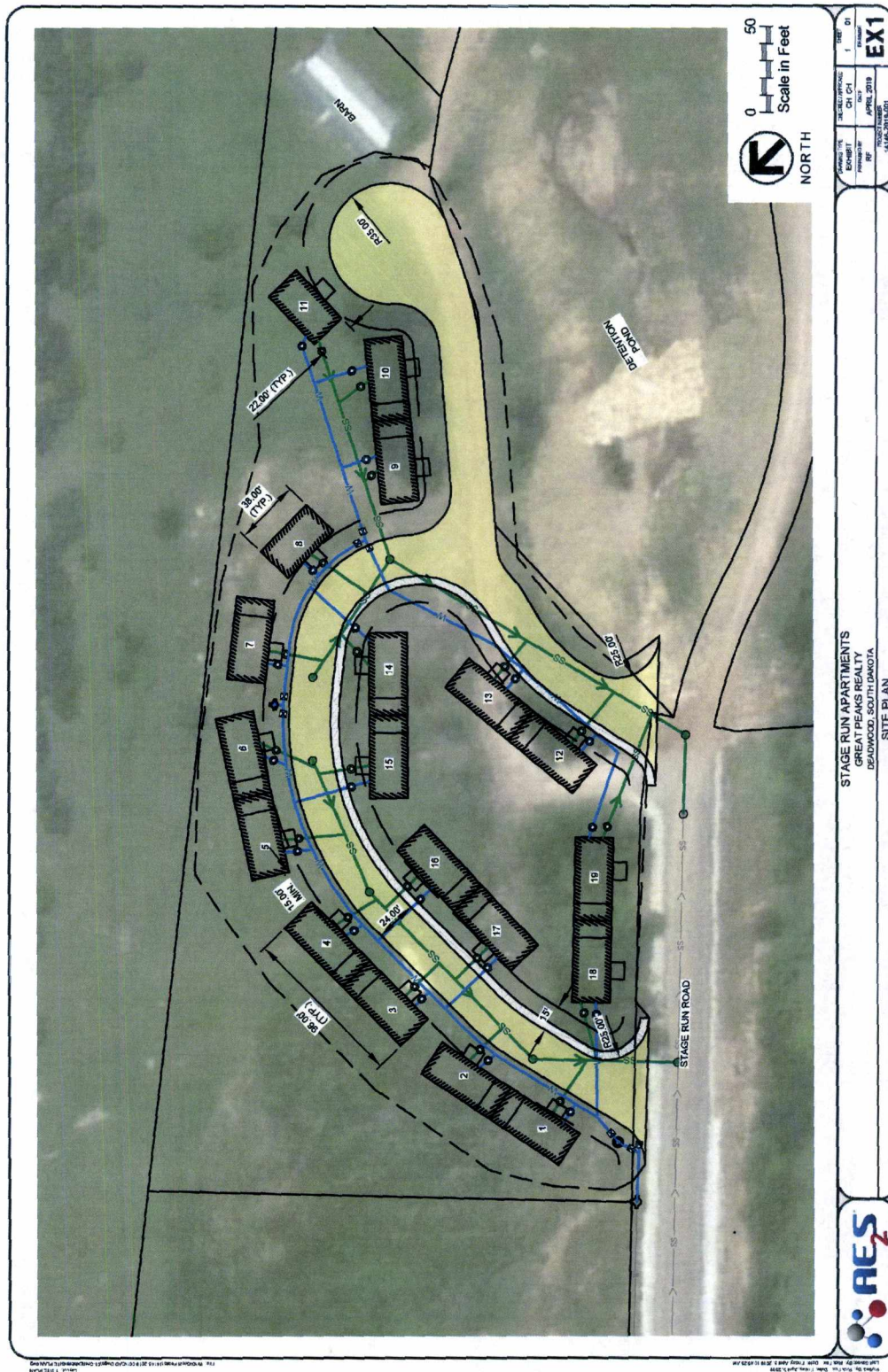


Exhibit #4
Stage Run Apartment Site Plan and Improvements



**CONTRACT FOR PRIVATE DEVELOPMENT
TAX INCREMENT DISTRICT #12**

THIS AGREEMENT, made and entered into as of this 6th day of May, 2019, between SECOND STAGE, LLC (herein referred to as "Developer"), a South Dakota limited liability company, and the City of Deadwood, a municipal Corporation and political subdivision of the State of South Dakota.

SECTION 1. The City of Deadwood created Tax Incremental District #12 by Resolution Number 2019-17, on May 6, 2019.

SECTION 2. The City of Deadwood approved the Project Plan for Tax Incremental District #12 by Resolution Number 2019-18, on May 6, 2019.

SECTION 3. The estimated tax incremental base value of property located in Tax Incremental District #12, as recorded by the Lawrence County Director of Equalization, has an aggregate assessed value of \$189,330.

SECTION 4. As reimbursement for the eligible project costs identified in the approved project plan, the City agrees to pay the Developer a grant in an amount not to exceed \$437,684. This sum is comprised of a principal balance of \$300,000 for site development and \$137,684 in interest costs based on that balance. The interest is calculated at 7% on the principal balance per annum for up to a twenty (20) year period. Interest will begin to accrue upon the principal amount upon approval of the Developer's Agreement. Interest will continue to accrue and be paid until the principal balance is retired or upon the end of the twenty (20) year period in which payments can legally be made pursuant to state law. Any interest that accrues prior to funds being disbursed to the Developer under this Agreement will be capitalized by the City. The City's Finance Office will develop an amortization schedule to track the amount of principal and interest owed to the Developer. The Developer and the City agree that if the principal balance is retired in less than twenty (20) years the City will only be responsible for paying the Developer an amount equivalent to the interest accrued for the term that the principal balance was outstanding. The Developer will secure financing to fund estimated project costs for construction of costs of site improvements, utility improvements, and interior streets specified in the approved Project Plan authorizes up to **\$300,000** in front-end project costs for repayment utilizing project tax increment revenue receipts. Project funding to be secured by the Developer, anticipated to be in the form of a bond or note, will bear an average interest rate over the life of the loan not to exceed seven percent (7.00%) per annum. Further, borrowed funds secured through third-party financing shall not be eligible for interest rate reimbursement exceeding the actual interest rate charged by the third-party lending source, notwithstanding the maximum interest rate specified above.

Documentation of third-party loan secured by Developer, including amount of principal, interest rate and repayment or amortization schedule, shall be provided to City by Developer. Additionally, both parties acknowledge and agree that loan repayment information, including year-end loan balances, are necessary for City to comply with annual outstanding debt reporting information required by the State of South Dakota, and Developer agrees to provide such required information so that City can prepare such reports in a timely manner.

SECTION 5. Total estimated project costs, as set forth in the approved Project Plan, are as follows:

Capital Costs

Removals, Demolition & Mobilization	\$42,000
Sitework & Excavation	\$495,600
Utilities	\$174,500
Interior Streets	\$159,000
Contingency Costs	<u>\$217,775</u>
	\$1,088,875

Financing Costs (only TIF related)

Interest (7%)	\$137,684
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Organization Costs

TIF Plan Preparation	<u>\$15,000</u>
Sub-Total	\$15,000

ESTIMATED TOTAL ELIGIBLE PROJECT COSTS	\$1,241,559
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SECTION 6. The Developer shall complete construction of project improvements specified in the Project Plan no later than five (5) years from the creation Deadwood Tax Increment District #12. Property contained in Deadwood Tax Increment District #12 is described as follows:

Lot C2 of Block 1 of Palisade Tract, Deadwood Stage Run Addition, Sections 14 and 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota; and

Tract B-1A of Tract B of M.S. 751, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

All Located in the City of Deadwood, Lawrence County, South Dakota including within and adjacent rights-of-ways.

Project improvements to be constructed with Tax Increment District funds shall conform to plans and specifications prepared and submitted to the City of Deadwood by the Developer in conjunction with the apartment development project. Official documents of record in this matter shall be those plans and specifications approved by the City in conjunction with issuing any and all project building permits, and these documents shall be maintained in the Planning and Zoning Office. Further, all included site improvements shall be in full conformity with all applicable state and city codes and ordinances.

Any improvements identified in this Agreement will be constructed by the Developer through private contracts. The City is not responsible for bidding or construction of any improvement identified in this Agreement.

SECTION 7. All positive tax increments received from Tax Increment District #12 shall, upon receipt by the City, be deposited in a special fund to be known as the "Tax Incremental District #12 Fund." The City shall, within thirty (30) days after receipt of each tax increment payment from the Lawrence County Treasurer, disburse all amounts in the fund to the Developer, or its designee, subject to the following limitation: At no time shall the cumulative total payments from the fund exceed the smaller of: (a) the total amount of Project Costs of \$300,000, as specified in Section 4 of this Agreement; plus all associated financing costs, in an amount not to exceed the interest rate limitation specified in Section 4; or (b) disbursements in the amount certified pursuant to Section 6 of this Agreement; plus all associated financing costs, in an amount not to exceed the interest rate limitation specified in Section 4.

SECTION 8. It is contemplated by the parties to this Agreement that the Developer may assign its interest under this Agreement as security for the note or loan agreement, or other financing as described in Section 4 hereof. It is understood and agreed, by and between the parties that any such assignment shall be in writing and, if the City shall make disbursement pursuant to such assignment that it shall, to the extent of such disbursement, relieve the City of the obligation to make such disbursement to the Developer.

SECTION 9. The parties agree that time is of the essence of this Agreement.

SECTION 10. It is specifically a condition of this Agreement and a condition of the City's obligation to pay, that all sums payable shall be limited to the proceeds of the positive tax increment from Tax Incremental District #12 receipted into the special fund specified in Section 7 hereof. The obligation of the City to pay pursuant to this 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 herein by reference. It is also specifically agreed that the City has made no representation that the proceeds from such fund shall be sufficient to retire the

indebtedness incurred by the Developer under Section 4 hereof. In addition, the Developer specifically agrees to hold the City harmless and indemnify the City regarding any indebtedness incurred herein.

The parties further agree that in addition to provisions of SDCL 11-9-25 defining maximum limits of the duration of positive tax increment payments to the fund created by Section 7 hereof, this Agreement further restricts the life of Tax Incremental District #12 to the earlier of the following:

1. The retirement of all outstanding authorized Tax Incremental District #12 debt, as specified in Section 7 of this Agreement; or
2. Payment of the final positive tax increment payment authorized in the Project Plan specified in Section 2 of this Agreement shall occur no longer than 20 years from date of the creation of the District.

Further, the parties to this Agreement recognize and acknowledge that projected tax increment revenue payments derived in the Project Plan specified in Section 2 of this Agreement utilized estimated property valuations based upon project components and cost estimates provided by the Developer for estimating future tax payments based upon the real property tax structure and taxation rates currently existing in Lawrence County and the City of Deadwood. However, both parties acknowledge that there can be no certainty that future tax rates will be at or above the rates utilized in the Project Plan.

SECTION 11. Per SDCL 13-13-10.10(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, being used by the South Dakota Housing Development Authority, as of the date the district is created, for a minimum of five years following the date of first occupancy." The Developer shall provide documentation detailing the rental rates for each unit for the year. The documentation shall be submitted to the City Finance Office no later than January 31 of each year and shall submit the documentation each year until five years after the 1st unit is occupied. All rents shall be at or below the requirements of SDCL 13-13-10.10(2).

SECTION 12. If one or more provisions of this Agreement shall be invalid, illegal or unenforceable in any respect, it shall be given effect to the extent permitted by applicable law, and such invalidity, illegality or unenforceability shall not affect the validity of the other provisions of this Agreement.

SECTION 13. This document, along with the Project Plan for Tax Incremental District #12, constitutes the entire agreement between the parties. No other promises or considerations form a part of this Agreement. All prior discussions and negotiations are merged into these documents or intentionally omitted. In the event of a conflict between the Project Plan and this Agreement, this Agreement shall be controlling.

SECTION 14. This Agreement shall be construed and the parties' actions governed by the laws of the State of South Dakota. Any dispute arising out of or related to this Agreement shall be litigated in the Seventh Judicial Circuit Court for the State of South Dakota, located in Deadwood, Lawrence County, South Dakota.

Dated at Deadwood, Lawrence County, South Dakota, this __ day of _____ 2019.

City of Deadwood

Stage Run Properties, LLC

Dave Ruth, Jr.
Mayor

Scot Munro, Member

ATTEST:

Jessica McKeown
Finance Officer

ORDINANCE NO. 1295
AN ORDINANCE CREATING
BUSINESS IMPROVEMENT DISTRICT NO. 9 OF THE
CITY OF DEADWOOD, SOUTH DAKOTA

BE IT ORDAINED by the City of Deadwood, South Dakota

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

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

Transient Commercial Property Owners – hotels & motels

<u>Name</u>	<u>Business Address</u>
BH Inn & Suites	206 Mtn Shadow Lane, Deadwood, SD 57732
Celebrity Hotel	629 Main, Deadwood, SD 57732
Deadwood Cottages	390 Main, Deadwood, SD 57732
Deadwood Cottages	388 Main, Deadwood, SD 57732
Hickok's Hotel & Casino	685 Main, Deadwood, SD 57732
Hickok House Hotel	137 Charles, Deadwood, SD 57732
Iron Horse Inn	27 Deadwood, Deadwood, SD 57732
Deadwood Rentals	36 Water Street, Deadwood, SD 57732
Bullock Hospitality	633-635 Main, Deadwood, SD 57732
Trucano B & B	124 Charles, Deadwood, SD 57732

Non-Transient Commercial Property Owners

<u>Name</u>	<u>Business Address</u>
Black Hills Novelty, LLC	69 Sherman, Deadwood, SD 57732
Wayne Morris	696 Main, Deadwood, SD 57732
Wild Hog, LLC DWD Harley	681 Main, Deadwood, SD 57732
Patchstop, LLC	666 Main, Deadwood, SD 57732
The Pink Door	596 Main, Deadwood, SD 57732
RE Center of Lead/DWD	11 Charles, Deadwood, SD 57732
David Barth	29 Lee, Deadwood, SD 57732
Madame Peacock's	638 Main, Deadwood, SD 57732
Berg Jewelry and Gift	650 Main, Deadwood, SD 57732
Jacobs Gallery	670 Main, Deadwood, SD 57732

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

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

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

The total estimated or proposed cost for the above projects and activities is projected to be \$100,000 annually, with the revenues from the occupancy tax and the general occupation tax to fund some or all of the above projects and activities.

SECTION 5: An occupational tax in the amount of Two Dollars (\$2.00) per night shall be imposed upon transient guests based upon rooms rented by any of the above hotels, motels or lodging establishments. This occupation tax shall be fair, equitable and uniform as to class. No occupational tax may be imposed on any transient guest who has been offered a room by a lodging establishment on a complimentary basis and no fee or rent was charged for such room. This tax rate shall be subject to establishment and adjustment by the Deadwood City Commission, by resolution upon recommendation from the Board of Business Improvement District No. 9.

And a general occupation tax based on the linear front footage of the above described non-lodging establishments. The amount of tax shall be \$50.00 per month for each non-lodging establishment which has 30 or less linear feet of front footage, and shall be \$75.00 per month for each non-lodging establishment with more than 30 linear front footage feet.

SECTION 6: The Deadwood City Finance Officer is authorized and directed, with the advice and recommendations of the Board of Business Improvement District No. 9, to determine and compute the tax in accordance with this ordinance. The occupational tax assessed pursuant to the terms of

this ordinance shall be remitted by the 20th day of each month to the Deadwood City Finance Officer, with the remittance to be for the previous calendar month's tax collections. The City Finance Officer and the Board of Business Improvement District No. 9 or its designee or any person or firm contracted by the City Finance Officer and the Business Improvement District Board shall be entitled to audit the books, ledgers, or franchise reports of any hotel, motel, lodging, or non-lodging establishment subject to the terms of this act, including the right to inspect daily reports of such hotels and motels so as to ensure that the occupancy tax assessed by this act is being properly remitted to the City of Deadwood. The City Finance Officer shall be entitled to seek injunctive relief against any hotel, motel, lodging, or non-lodging establishment which does not remit the proper amount of tax monies when due, which relief may be in the form of an action requiring the offending hotel or motel owner to allow entry upon their property and access to their records, computers, or books so as to verify that the hotel, motel, lodging, or non-lodging establishment is remitting all monies it collects pursuant to this ordinance and the laws of the State of South Dakota. Each hotel, motel, lodging or non-lodging establishment subject to this ordinance shall keep accurate records of amounts collected from transient guests for review by the City Finance Officer or its designee, pursuant to this ordinance.

SECTION 7: All remittances of occupancy tax collected pursuant to this ordinance shall be due and received in the office of the City of Deadwood Finance Officer on or before the 20th day of the month following the month for which the occupancy tax remittances are due. All amounts that are not received on or before the 20th day of the month will be charged a late fee in the amount of ten percent (10%) of the total amount due. Failure to pay such tax shall also constitute a violation of this ordinance which may be punishable by

a fine, not to exceed Five Hundred Dollars (\$500), to be paid to the City of Deadwood. Any unpaid balance under this ordinance shall constitute a lien upon the property owned by the business or user of space being taxed and shall become a lien against and shall run with the property and may be enforced and collected in the same manner as other unpaid real property taxes and assessments. The City of Deadwood Finance Officer shall certify all unpaid amounts or balances to the county treasurer for collection in the same manner as general property taxes are collected. Further, the City of Deadwood shall have the ability to deny the issuance of any permits or licenses or any renewals thereof to any business or premise that fails to conform to the provisions of this ordinance, including, but not limited to, building permits, malt beverage licenses, and liquor licenses.

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

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

SECTION 10: All costs incurred by the City of Deadwood or the City Finance Officer or the Board pursuant to this ordinance shall be paid from occupancy taxes collected under this ordinance.

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

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

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

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

Signed _____ Date _____

Title _____

SECTION 14: This ordinance shall be effective on the 7th day of May 2019.

Dated this 20th day of May, 2019.

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessicca McKeown, Finance Officer

First Reading: May 6, 2019
Second Reading: May 20, 2019
1st Publication: May 16, 2019
2nd Publication: May 23, 2019
Effective: June 12, 2019

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



Bob Nelson, Jr.
Planning & Zoning
Administrator
Telephone (605) 578-2082
bobjr@cityofdeadwood.com

**STAFF REPORT
BOARD OF ADJUSTMENT
MAY 6, 2019**

APPLICANT: Twin City Fruit, LLC

PURPOSE: To Consolidate Parcels

GENERAL LOCATION: Parking lot located North of Branch House on Sherman St

LEGAL DESCRIPTION: Tract A of Block 30, O.T. Deadwood; Formerly Lots 36 thru 49, O.T. Deadwood, and Lot R-6B of the Deadwood Railroad Property, All of Block 30, City of Deadwood, Lawrence County, South Dakota

FILE STATUS: All legal obligations have been completed.

ZONE: C1 - Commercial District

STAFF FINDINGS:

Surrounding Zoning:

North: C1 - Commercial District
South: C1 - Commercial District
East: C1 - Commercial District
West: C1 - Commercial District

Surrounding Land Uses:

Parking Lot
Branch House/Parking
Vacant Hillside
Main Street/Hotels

SUMMARY OF REQUEST

The Final Plat of Tract A of Block 30 has been submitted to consolidate parcels.

FACTUAL INFORMATION

1. The property is currently zoned C1 - Commercial District District
2. Tract A is comprised of 0.845 acres \pm
3. Tract A meets the minimum lot size requirement of 2,500 square feet.
4. The subject property is located within a high density residential designation.
5. The subject property is located within the 500 year flood zone.
6. City water is available to serve the property. City wastewater collection is available to serve the property.
7. The area is currently characterized by open space used as a parking facility.

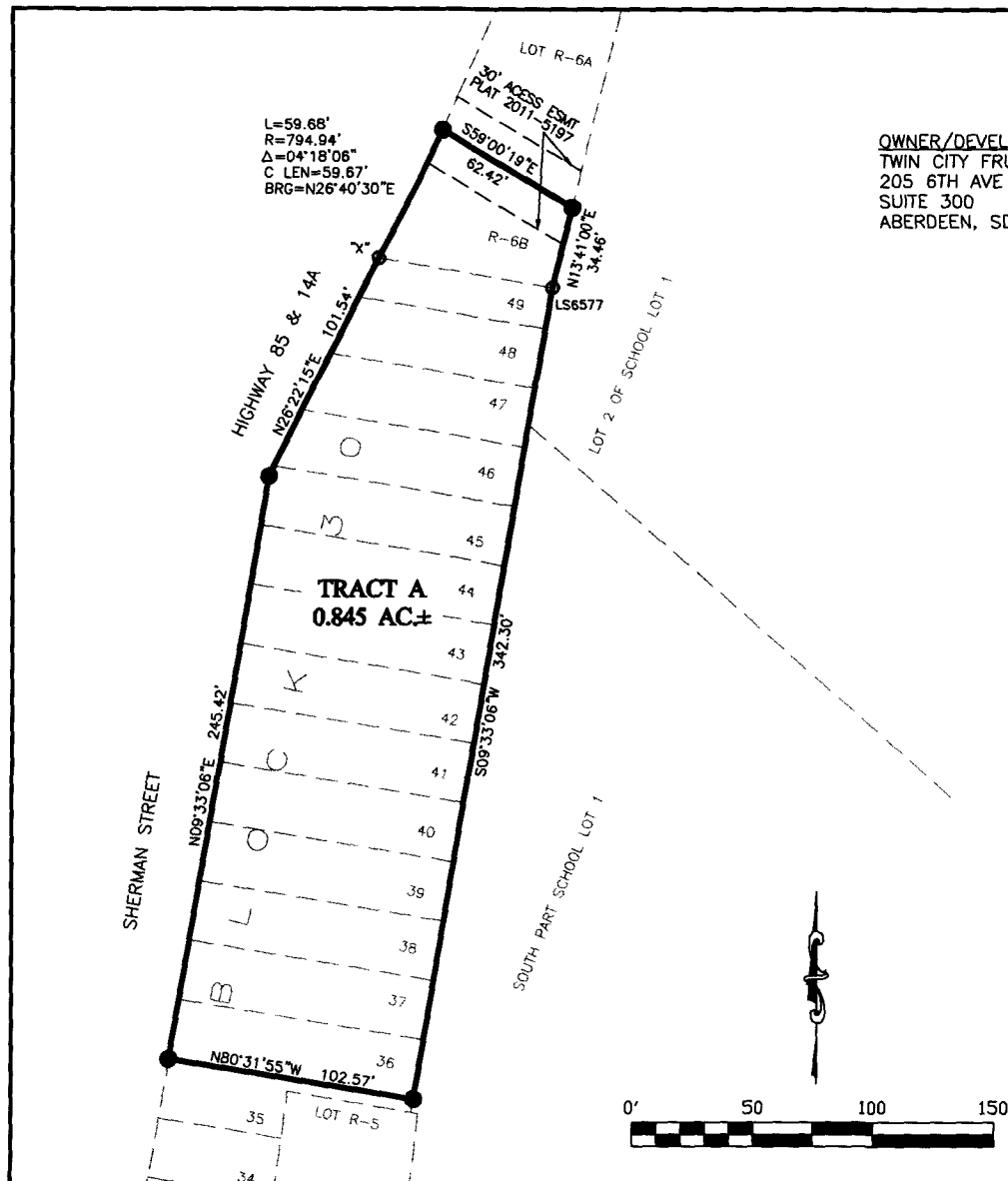
STAFF DISCUSSION

The subject property is currently used for parking and will continue to be used for parking. This plat consolidates parcel.

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.

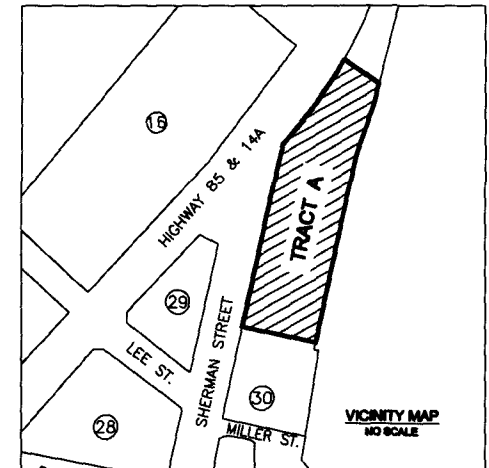
ACTION REQUIRED:

1. Approved by Deadwood Planning and Zoning Commission on 5/1/2019.
2. Approval / denial by Deadwood Board of Adjustment.



OWNER/DEVELOPER:
 TWIN CITY FRUIT LLC
 205 6TH AVE SE
 SUITE 300
 ABERDEEN, SD 57401

**PLAT OF TRACT A OF BLOCK 30, O.T. DEADWOOD;
 FORMERLY LOTS 36 THRU 49, O.T. DEADWOOD, AND
 LOT R-6B OF THE DEADWOOD RAILROAD PROPERTY,
 ALL OF BLOCK 30, CITY OF DEADWOOD,
 LAWRENCE COUNTY, SOUTH DAKOTA**



LEGEND:
 ● SET REBAR AND CAP STAMPED ARLETH & ASSOC. LS 3977
 ○ FOUND MONUMENT AS NOTED

NOTES:
 1. PROPOSED LOT AREA = 0.845 ACRES±;
 PROPOSED R-O-W AREA = 0.00 ACRES±;
 AVERAGE DENSITY PER LOT = 0.845 ACRES±
 TOTAL PROPOSED PLATTED AREA: 0.845 ACRES±
 EASEMENTS INCLUDED IN ALL AREAS.
 2. 5' UTILITY EASEMENT ON INTERIOR OF ALL LOT LINES.
 3. ZONING IS C1 PER DEADWOOD ZONING MAP.
 4. WE HEREBY GRANT EASEMENTS TO RUN WITH THE LAND FOR
 WATER, DRAINAGE, SEWER, GAS, ELECTRIC, TELEPHONE, OR OTHER
 PUBLIC UTILITY LINES OR SERVICES UNDER, ON OR OVER THOSE
 PORTIONS OF LAND DESIGNATED HEREON AS EASEMENTS.

SURVEYOR'S CERTIFICATE

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
I, JOHN M. ARLETH, 24 CLIFF STREET, DEADWOOD, SD, DO HEREBY CERTIFY
THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA.
THAT AT THE REQUEST OF THE OWNER AND UNDER MY SUPERVISION, I HAVE
CAUSED TO BE SURVEYED AND PLATTED THE PROPERTY SHOWN AND DESCRIBED
HEREON. TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE
PROPERTY WAS SURVEYED IN GENERAL CONFORMANCE WITH THE LAWS OF THE
STATE OF SOUTH DAKOTA AND ACCEPTED METHODS AND PROCEDURES OF SURVEYING.
DATED THIS ____ DAY OF _____, 20____.

JOHN M. ARLETH, R.L.S. 3977

OWNER'S CERTIFICATE

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

DO HEREBY CERTIFY
THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT WE DO
APPROVE THIS PLAT AS HEREON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL
CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL
REGULATIONS.

OWNER: _____
ADDRESS: _____

ACKNOWLEDGMENT OF OWNER

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
ON THIS ____ DAY OF _____, 20____, BEFORE ME THE UNDERSIGNED NOTARY
PUBLIC, PERSONALLY APPEARED _____ KNOWN TO
ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.
MY COMMISSION EXPIRES: _____
NOTARY PUBLIC: _____

CERTIFICATE OF COUNTY TREASURER

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
I, _____, LAWRENCE COUNTY TREASURER, DO HEREBY CERTIFY
THAT _____ TAXES WHICH ARE LIENS UPON THE HEREIN PLATTED PROPERTY HAVE BEEN PAID.
DATED THIS ____ DAY OF _____, 20____.

LAWRENCE COUNTY TREASURER: _____

APPROVAL OF HIGHWAY AUTHORITY

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
THE LOCATION OF THE PROPOSED ACCESS ROADS ABUTTING THE COUNTY OR STATE HIGHWAY
AS SHOWN HEREON, IS HEREBY APPROVED. ANY CHANGE IN THE PROPOSED ACCESS SHALL
REQUIRE ADDITIONAL APPROVAL.

HIGHWAY AUTHORITY: _____

**PLAT OF TRACT A OF BLOCK 30, O.T. DEADWOOD;
FORMERLY LOTS 36 THRU 49, O.T. DEADWOOD, AND
LOT R-6B OF THE DEADWOOD RAILROAD PROPERTY,
ALL OF BLOCK 30, CITY OF DEADWOOD,
LAWRENCE COUNTY, SOUTH DAKOTA**

APPROVAL OF THE CITY OF DEADWOOD PLANNING COMMISSION

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
THIS PLAT APPROVED BY THE CITY OF DEADWOOD PLANNING COMMISSION THIS ____ DAY
OF _____, 20____.

CITY PLANNER

CHAIRMAN

APPROVAL OF THE CITY OF DEADWOOD BOARD OF COMMISSIONERS

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
BE IT RESOLVED THAT THE CITY OF DEADWOOD BOARD OF COMMISSIONERS HAVING
VIEWED THE WITHIN PLAT, DO HEREBY APPROVE THE SAME FOR RECORDING IN THE
OFFICE OF THE REGISTER OF DEEDS, LAWRENCE COUNTY, S.D. DATED THIS ____ DAY
OF _____, 20____.

ATTEST: _____
FINANCE OFFICER MAYOR

OFFICE OF THE COUNTY DIRECTOR OF EQUALIZATION

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
I, LAWRENCE COUNTY DIRECTOR OF EQUALIZATION, DO HEREBY CERTIFY THAT I HAVE
RECEIVED A COPY OF THIS PLAT. DATED THIS ____ DAY OF _____,
20____.

LAWRENCE COUNTY DIRECTOR OF EQUALIZATION

OFFICE OF THE REGISTER OF DEEDS

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
FILED FOR RECORD THIS ____ DAY OF _____, 20____, AT ____ O'CLOCK, ____ M., AND
RECORDED IN DOC. _____

LAWRENCE COUNTY REGISTER OF DEEDS FEE: \$ _____

SHEET 2 OF 2

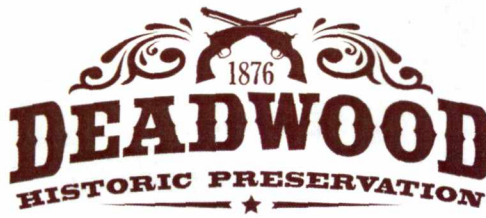


PREPARED BY:
ARLETH LAND
SURVEYING, LLC

24 CLIFF ST.
DEADWOOD, SD 57732
1-605-578-1637

DATE: APRIL 10, 2019
REV:
SCALE: 1" = 50'

APPROVED: JMA
DRAWN: PD
FILE: 9906.dwg



MEMORANDUM

Date: May 2, 2019
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Bob Nelson, Jr., Zoning Administrator
Re: Main Street Master Plan – Phase II & III

The next step in moving forward with the Main Street Master Plan is to begin Phases II and III. The purpose of Phase II is to build a shared understanding of the conditions of the site and of the program requirements for Main Street. Phases III's purpose is to produce a programmed master plan that presents the nuts and bolts of the preferred alternative. The master plan will identify key locations and some detailed design criteria for a comprehensive set of improvements. Streetscape products such as lighting, furnishings, paving systems, etc. that considers the NHL district and complements Main Street Square will also be identified.

Phase II includes these primary tasks:

- Comprehensive Existing Conditions Analysis – review both the higher level urban design components, as well as the detailed technical considerations for a holistic view of Main Street
- Conduct Design Charrette – identify the street sections, bump-outs, wayfinding, circulation and access, views, entryways, streetscapes features, plazas, pocket parks, historic features, interpretive features, public art, landscape, parking and materials.

Phase III Includes these primary tasks:

- Develop Draft Main Street Master Plan
- Present Draft Main Street Master Plan to the Community
- Develop Final Plan and Implementation Strategy
- Present Final Plan for Adoption

Staff is asking City Commission for approval entering into contract with Winter & Company in an amount not to exceed \$299,464.80 to complete Phases II and III of the Main Street Master Plan with costs coming from the already approved Bed & Booze fund by the Deadwood City Commission.

Recommended Motion: *Move to approve entering into a contract with Winter & Company in an amount not to exceed \$300,000.00 to complete Phases II & III of the Main Street Master Plan.*



MEMORANDUM

TO: Kevin Kuchenbecker and Robert Nelson Jr.
City of Deadwood

FROM: Winter & Company

DATE: April 1, 2019

RE: Deadwood Main Street Master Plan – Phase 2 & 3 Scope of Work Update

The Scope of Work for the Deadwood Main Street Master Plan process includes these sections:

1. Project approach
2. Project steps
3. Planning topics to be addressed
4. Schedule (forthcoming)

Project Approach

Robust Public Outreach

We will design and implement a robust public outreach effort. We discover creative ideas from an open-minded process. We learned long ago that great design ideas evolve from having solid base information to work from, brainstorming with a diverse group of stakeholders to seek out the best solutions, recognizing that “no idea is a bad one,” and visualizing those ideas through illustrative graphics.

Winter & Company will work with Deadwood staff to define an outreach approach that is tailored to the community. We envision an approach similar to the Lower Main Street Visitor Center process that we led. This is likely to include:

Public Meetings and Other Events

These are designed to engage the greatest numbers of people and to highlight a diversity of ideas. They are interactive and help build consensus. These will include exercises that are designed to actively engage participants. These can be hosted in community halls and/or scheduled during spring/summer outdoor events to generate excitement for the plan.

Focus Groups and Stakeholder Meetings

These appeal to special stakeholders or interest groups who wish to participate in more specific discussions about matters of interest to them. This may include the local business community and preservation advocates.

Online Interaction

We provide deliverables, announcements and report drafts in PDF format so they can be uploaded to the City's web page. Further, we can provide activities from Public Meetings in an on-line format for those who have trouble making specific meetings. These often include visual preference surveys.

Telecommunications

We use video-conferencing technologies to facilitate interim meetings with staff and regional consultant team members.

IDEAS COMMUNICATION

We communicate the vision and plan information with a variety of illustrative design tools. For Deadwood, this will include photographs, plans, drawings and maps, for example. We focus our efforts on generating readable, user-friendly graphics that can inform conversations with the entire community, from technical experts to lay people.

Working as a Team

We value the skills and insights that the city's staff, stakeholders and leaders of the community bring to this project and we view them as team members. At the outset of the project, we will conduct an orientation session to establish working relationships and clarify roles that each team member will play.

Design charrette

A key feature of our services is to prepare for, and then direct a planning charrette to identify a community vision for Main Street. The charrette will be highly interactive, with opportunities for participants to work together with the expertise of consultants. This will be a two-day design charrette. The first day is a community visioning day. On the second day, the consultant team and staff refine the ideas during the day, and then present the vision to the community in an evening open house.

Project Steps

PHASE 1 - Background and Preliminary Cost Estimates - Complete

The purpose of this phase is to review previous planning efforts and related work that has occurred on Main Street. In addition, we will develop an initial cost estimate for potential work related to this planning effort. We will also building an understanding of how events are planned and implemented on Main Street.

Task 1.1 - Collect and Review Background Materials

The consultant will review existing site documentation and related information. Copies of relevant development regulations and recent planning materials related to Main Street will be provided by staff. Collect base map/GIS materials.

Task 1.2 -Expedited Cost Estimates for Bond Issue

The consultant team will schedule a conference call and then meet on-site at various times with staff and others to determine preliminary cost estimates for some Main Street improvements. This is “jumping the gun” a little bit since not all of the work efforts will be identified or vetted. The team will do their best to provide these preliminary costs for the upcoming bond issue.

- Site tour with city and others to understand some of the key items to be addressed.
- Include specialists to identify budgets related to certain tasks, including smoke test, security systems, sound systems, etc.

Deliverable:

- Preliminary cost estimate for Main Street Improvements

Meetings:

- Staff to review memo
- Support team meetings x 8

Task 1.3 -Events Analysis

Ellen Cunningham will meet with staff, events coordinator, downtown business owners and others to understand how events are organized, scheduled, implemented and some of the issues that are encountered when the event is occurring. The goal will be to conduct this session during one of the Fall events so it can also be experienced first hand.

- Site tour with city, Chamber Commerce and Visitors Bureau to understand events logistics, etc.
- One-on-one stakeholder meetings with business owners.
- The consultant will conduct an on-site analysis of Main Street conditions and constraints encountered during events operations. We will review both the higher level urban design components, as well as the detailed technical considerations for a holistic view of Main Street events. These findings will be provided in a written memo with supplementary graphics (mapping & images) to help inform Phase 2 of the project.

Deliverable: Events existing conditions memo

Meetings:

- Staff Meeting and Tour
- Chamber Commerce and Visitors Bureau Tour/Meeting
- Stakeholder meetings x 8

PHASE TWO - Existing Conditions and Design Charrette

The purpose of this phase is to build a shared understanding of the conditions of the site and of the program requirements for Main Street. We will identify issues, constraints and opportunities/vision.

Planning topics be addressed:

Character Areas; Connectivity; Circulation and Access; Infrastructure, Pedestrian Systems; Streetscape, Public Spaces and Amenities; and Inventory of Wayfinding Systems.

Task 2.1 - Comprehensive Existing Conditions Analysis

The consultant will prepare for and conduct start-up meetings on site. We will meet with city staff, stakeholders and focus groups. The objective will be to identify key issues, opportunities and constraints with various groups, including staff. The consultant will summarize this information in an existing conditions analysis that will also include the initial findings from Phase 1. The expectation is this information will then be available for the Design Charrette in the next task.

Team site tour with city and key stakeholders.

The Consultant team will conduct a thorough on-site analysis of Main Street conditions and constraints. We will review both the higher level urban design components, as well as the detailed technical considerations for a holistic view of Main Street. Our findings will be mapped in GIS and Illustrator, diagrammed and supplemented with photographs and a written memo.

Deliverables:

- Comprehensive existing conditions memo
- PPT for Commission Meetings

Meetings:

- Staff to review memo
- Support team meetings x 8
- Planning Commission and HPC to present existing conditions

Task 2.2 Conduct Design Charrette

Conduct Community Design Charrette and develop overarching design framework, two alternative Main Street design concepts and then a preferred alternative. These efforts will identify the street sections, bump-outs, wayfinding, circulation and access, views, entryways, streetscape features, plazas, pocket parks, historic features, interpretive features, public art, landscape, parking and materials.

This will be a two-day event. First, we will be generating a vision with the community in a hands-on workshop. Then the team and staff will fine-tune the material on the following day and present it to the community in an Open House.

- Conduct community design planning charrette to generate overarching design framework and two alternative Main Street design concepts.
- Conduct visual preference survey for streetscape design (this can also be provided online.)
- The team and staff will develop a preferred alternative for Main Street in response to the Community Design Charrette.

- Meet with PC & HPC to review design charrette findings.

Deliverables:

- Workshop Materials & PPT
- Main Street design framework, two alternative Main Street design concepts and supporting spaces, preferred alternative
- Streetscape visual preference survey
- Design charrette findings & PPT
- Wayfinding concepts and Interpretive sign strategy

Meetings:

- Staff & Team design charrette
- Staff x 2 (phone)
- Stakeholder x 2
- Team Meetings x 4 (phone)
- Planning Commission and HPC to present charrette findings

PHASE THREE – Develop Action Plan

The purpose of this phase is to produce a programmed master plan that presents the nuts and bolts of the preferred alternative. The master plan will identify key locations and some detailed design criteria for a comprehensive set of improvements. We will also identify streetscape products, such as lighting, furnishings, paving systems, etc. that considers the NHL district and complements Main Street Square.

Additional Planning topics be addressed:

- Parking; Sound, Security Camera and WI-FI systems; Wayfinding.

Task 3.1 Develop Draft Main Street Master Plan

- Meet and refine preferred Main Street alternative with specialized contractors.
- Develop Draft Plan (includes maps and plan diagrams)
- Review Plan with staff; staff provide consolidated comments; edit per comments

Deliverables:

- Draft Main Street Master Plan

Meetings:

- Staff x 1
- Team Meetings x 6 (phone/web)

Task 3.2 Present Draft Main Street Master Plan to the Community

- Present Main Street Master Plan in a community workshop
- Present Draft Plan to PC, HPC and City Council
- Debrief with Staff
- Edit per community, commission and council feedback

Deliverables:

- Draft Main Street Master Plan
- PPT

Meetings:

- PC, HPC and City Council x 3 (joint sessions?)
- Team Meetings x 3 (phone/web)
- Staff Meeting x 2 (phone & onsite)

Task 3.3 Develop Final Plan and Implementation Strategy

- Identify phasing plan and strategies for implementation
- Provide preliminary guide for streetscape products
- Update preliminary cost estimates
- Review Plan with staff; staff provide consolidated comments; edit per comments

Deliverables:

- Final Main Street Master Plan
- Appendix (refined cost estimates, phasing plan, preliminary streetscape product guide, and implementation strategy)

Meetings:

- Team Meetings x 6 (phone/web)
- Staff Meeting x 2 (phone & onsite)

Task 3.4 Present Final Plan for Adoption

- Present Final Plan to PC, HPC and City Council
- Debrief with Staff

Deliverables:

- Final Main Street Master Plan
- PPT

Meetings:

- PC, HPC and City Council x 3 (joint sessions/NW attend one on-site)
- Team Meetings x 3 (phone/web)
- Staff Meeting x 2 (phone & onsite)

Main Street Master Plan Topics

This section describes tasks related to specific planning topics that will be addressed during the development of the supporting memos and Main Street Master Plan. They are grouped into sets of related work. Those groups are presented in alphabetical order.

CHARACTER AREAS

The downtown has evolved with different sub-areas with somewhat different characteristics. These may serve as a basis for giving distinct identity to different parts of downtown while also knitting them together into a cohesive experience.

Identifying Character Areas

1. At a high level, identify the different contexts that make up downtown.

- This includes areas abutting Main Street, so that Main Street itself can be understood in the broader context.

- Describe the vision for each of these areas, to serve as a guide for more specific planning recommendations.

Connecting the core with Lower Main

With the advent of the Visitors Center, Lower Main has more traffic and retail is doing well; more people are walking the street. Improvements are needed to accommodate this increased activity. The lower portion of Main Street is less visually associated with the historic core. This portion begins where the brick street paving ends, about mid-block in the 600 block of Main, and continues north to the Visitors Center. This area lacks decorative paving. It has a different street light design, which has two pendant fixtures. There is interest in more strongly linking this segment with the historic core.

2. Develop a streetscape concept for the Lower Main segment that will link it with the historic core.

- Consider streetscape design elements, such as paving and street furniture, as well as the potential for small event spaces, bump-outs, etc.
- Consider ways to help establish a distinct identity for this portion of Main Street while strengthening its association with the core.

CIRCULATION AND ACCESS

This section includes planning for a variety of transportation modes, including automobiles, buses and trolleys.

Alternative street sections

The street is shared by a wide variety of modes of transportation. It also is a staging area for special events and for shootout reenactments. It often operates at capacity.

3. Consider alternative street sections to accommodate the mix of uses that occur along the street.

- This includes the mix of circulation modes as well as events and programming.
- Consider ways in which changes in paving may delineate different use areas; that is, to distinguish travel lanes from parking, drop-off and events staging areas.

Traffic Control Devices and Public Safety Bollards

The city uses portable barriers to close streets for special events. A system is needed that is more in character with the historic context and that is easy to manage.

4. Design a system for temporarily closing streets.

- Consider bollards, gates and other traffic control devices.

Event Traffic Planning (contingency for transportation engineer)

Numerous events occur on Main Street throughout the year. These often require special traffic management measures to direct traffic to avoid congested areas. Some of this congestion occurs from cars that are drawn to the center of Main Street in search of parking. The parking lot at the Visitor's Center, where trolley service is provided, has helped to intercept some traffic. Even so, a more comprehensive plan for managing traffic and directing cars to appropriate parking locations is needed.

5. Develop a traffic management plan for peak periods.

- Consider ways to direct cars to parking resources without adding to congestion on Main Street.
- Consider temporary one-way or two-way traffic flow patterns.
- Consider limiting turning movements.

- Also consider the relationship to trolley circulation management.

Trolley stop design

The trolley has 14 stops on Main Street. This may impede other traffic flow.

6. Study if this number is needed for efficient service and if it can be reduced.

Tour bus circulation

Approximately 700 buses circulate through Main Street per year; Some park at the Visitors Center (as planned), but others continue onto Main Street.

7. Consider how the tour bus operations fit in the Main Street experience.

- If they are to be accommodated, identify how best to do so.

Stage Coach operations

The stage coach circulates along Main street. It loads at the corner of Main and Deadwood Street, and circulates every half-hour.

8. Consider if a special loading area is needed for the stage coach.

- If so, develop a concept for this stage stop that would be compatible with the historic context.

Alignment of Deadwood Street

Deadwood Street connects Highway 14/85 to Main Street at an angle. It then jogs to connect with Shine Street. Street widths vary and cross-walks are at angles. Pedestrian crossing volumes can be high at this location and visitors often are focused on sightseeing rather than crossing safely. Deadwood Street also flanks the area designated to be developed as a major public gathering space. Adjusting the alignment of Deadwood Street was identified in the 1992 Comprehensive Plan. It also has been mentioned in other studies.

9. Study how the alignment of Deadwood Street may be improved while maximizing the functionality of the public space.

- Also consider if traffic on Deadwood Street should be one-way, or two-way.

Traffic Signal Light (Deadwood and Main Street)

Traffic signals are in place at the intersections of Deadwood with Highway 14A/85 and Main Street. These are not in character with the historic district.

10. Study the potential to improve these signals in conjunction with the Deadwood Street alignment.

- Should audio cues be improved?
- Consider a pole design that is compatible with the historic context.
- Consider how to prohibit left turns during peak use periods.

INFRASTRUCTURE

This section includes a range of utilities, street components and incidental features that are permanent fixtures related to engineering systems.

Basements and Coal Chutes under sidewalks

Some buildings have basements or coal chutes that extend under the sidewalk. These features are not catalogued. Their presence can affect the placement of street furniture and the ability to replace sidewalks and construct bump-outs.

11. Develop an inventory of sub-surface building spaces and features.

- Assess the condition of these features.

- No engineering design for repair or replacement is to be included, however.

Roof Drains to the Storm Sewer

The connections of roof drains to the storm sewer is not known.

12. Conduct a smoke test to determine the location and condition of roof drains to sewer systems.

- Document the findings in a memo of recommended actions.

Road surface

Portions of the modular brick paving on Main Street are in disrepair; some areas have temporary patches of other material. The existing brick street paving on Main Street was installed in 1991/92. (It is not original, but in keeping with historic character.) It is installed on a concrete bed. The existing brick is of a custom dimension. Periodically, the city arranges to have a run of replacement brick produced. They then stockpile this for use as needed.

13. Evaluate the condition of the street paving and identify areas to be replaced.

- Develop alternative plans for patching and completely repaving the street, as may be needed when addressing utility improvements.
- Replacement of the brick is anticipated to be a surgical approach, rather than a wholesale replacement.
- Study the ability to use a brick that is more readily available while being compatible with the historic character.

Curb cuts

There are many curb cuts in the project area. These disrupt pedestrian flow. Some are clearly inactive and others may be redundant.

14. Evaluate all current curb cuts to determine if some may be closed.

Curb condition

Some curbs are failing. Curbs are also striped to regulate use, such as parking loading and trolley stops. This striping erodes quickly. The curbs are repainted annually.

15. Assess the condition of curbs and determine if replacement is necessary.

- Study alternative means of indicating curb-side use. Could signage be used? Or some other design that could be embedded in the curb?

Drainage

16. Consider improvements to storm water drainage.

Incidental Infrastructure elements:

Infrastructure includes water valves, curb boxes, domestic and FD sprinkler services, piping, fire hydrants, manholes, etc. The location, number and condition of these features is not documented.

17. Develop an inventory of incidental infrastructure components.

- Also assess the condition of these components to determine if any need to be replaced.
- The GIS is to be used to pinpoint items. This should build on the base that Ferber has already created.

Water Service connections to buildings

Some water line connections are shared by more than one property. These should be changed to single-service lines.

18. Develop a plan for eliminating shared water service to multiple buildings.

- Conduct a water service audit to determine where multiple buildings are served by a single line.
- Then, determine a strategy to eliminate these and provide individual service to each building.

Water Main Crossing through the Box Culvert (HWY 14A/85)

This must be replaced; No further study is needed. The Master Plan simply should identify this as a component and include this in implementation strategies.

19. Include recommendations to replace the water main crossing in the plan.

Private Utility Coordination

As the city plans infrastructure improvements, private utility companies may realize an opportunity to coordinate their own improvements with those of the city, and vice versa.

20. Explore opportunities to coordinate public and private utility improvements.

- Conduct a meeting with private utility companies to invite them to be involved.

PARKING

This section addresses refinements to parking management systems. No formal parking demand study is included in the scope of work.

Parking Meter System (contingency)

The city has install Amano pay kiosks in some locations in the downtown. Other places have older meters, particularly on lower portion of Main Street. This system uses a passport (phone) feature, but the meters themselves cannot accept credit cards.

21. Provide recommendations for a coordinated parking system.

- Consider alternatives for paid parking, including free parking at times and surge pricing at others.
- Include recommendations for replacing outdated meters.

PEDESTRIAN SYSTEMS

This section includes consideration of improvements to the networks of sidewalks and crosswalks that accommodate pedestrians in the downtown.

Sidewalk improvement and repair

22. Evaluate the condition of the sidewalks within the project area.

- Identify areas that must be repaired or replaced.
- Also identify where alterations are needed to comply with ADA standards.

Pedestrian circulation capacity

During busy days, sidewalks are at capacity and many pedestrians must step into the street. (Waste cans, newspaper boxes and other furniture may impede circulation in some areas.)

23. Study opportunities to improve pedestrian volume capacity.

- This will include studying the potential for widening some sidewalks, providing bump-outs and other alternative approaches to improving capacity.

Crosswalk design

The existing crosswalks are painted, and erode very quickly. A more durable solution is needed.

24. Develop a new, more durable, design for crosswalks on Main Street.

- The new design must be durable, to last through several seasons.
- Also assure that the design is compatible with the historic character of the district.
- Also comply with ADA standards.

Pedestrian connections across Highway 14/85 (Pioneer Way)

There are questions about ADA compliance with the road surface, including crosswalks. There also is a concern that safety should be enhanced with more clearly demarked crosswalks. Crossing activity can be substantial at this location, with pedestrian crossing from the History Center to go toward Main Street. A pedestrian study conducted by DOT in 2008 may provide information.

25. Confirm that sidewalks and crosswalks comply with ADA standards.

- Recommend improvements if needed.

Sidewalk design

Presently, during high volume periods, pedestrians must walk in the street.

26. As one part of studying alternative street sections, consider the potential to widen sidewalks.

- Consider expanding by approximately a foot.
- Also consider the potential to expand some sidewalk areas as bump-outs, for parklets. Consider the potential to use these to provide room for small event venues, for outdoor displays, clusters of street furniture or even outdoor seating and dining.

STREETSCAPE, PUBLIC SPACES AND AMENITIES

This section includes consideration of the design of urban landscape features that may be installed along the street as well as the roles that public spaces can play.

Community gathering spaces (i.e. Plazas or Squares)

The city has developed a conceptual design for a central plaza, for which the projected cost is \$4 million. The Governor committed \$300,000 for the project and more funding may become available. The conceptual plan for the central plaza should be integrated into the master plan. Other smaller gathering spaces also may be needed and should be addressed.

27. Develop a concept for a series of coordinated plazas and public spaces.

- Coordinate the design for the central plaza into this system.
- Consider the potential to provide other public spaces in the plan also.

Public Restrooms

Public restrooms are needed downtown.

28. Consider where public restrooms are best located.

- Should they be a free-standing facility? Or located in a (currently) vacant building?
- And which is the most appropriate location?
- Develop a sketch concept for its design.

Light Poles (in-progress)

The street light poles in the core of Main Street are a five-globe design. This is based on historic precedent and is to be retained. The city is in the process of converting to LED and is adjusting the color temperature to be more natural in character. Some light poles are in positions where they are frequently hit, especially by delivery trucks. In some locations, the luminaires (lamps) that once hung over the curb have been removed. There also is a galvanic issue with the two different materials that are used for the shaft and the base of the light.

29. Study methods to minimize damage to light poles.

- Consider if some of these should be relocated based on traffic patterns.
- Also study the circulation of delivery trucks to see if there are alternatives.
- Devise a method to eliminate the galvanic reaction.

Banners, Bunting and Lights across Main Street

Banners are used throughout the year to advertise special events and for holiday decorations. Seven cables span the street for this purpose. There may be a need to accommodate more. There also is interest in having "Edison" light strings strung across the street to enhance the festive quality of the experience. Early photos of Main Street may document historic precedents for these.

30. Develop a design for mounting banners and bunting.

- Consider pole-mounted systems versus building-mounted systems.
- If a pole-mounted system is recommended, consider a design that is appropriate to the historic context.

31. Study the potential to provide light strings over Main Street.

- Consider the appropriateness in terms of the historic context.
- Consider the relationship to upper floor uses.

SOUND, SECURITY CAMERAS AND WI-FI SYSTEMS

This section addresses a variety of communications and monitoring systems that may be used to enhance safety, the visitor experience and public announcements.

Downtown public sound system (in-progress with city)

There is a need for a public sound system on Main Street. One use would be used for amplifying reenactments. At present, shoot-outs are amplified with portable equipment that is brought out for each performance. (These occur three times a day during peak season.) The city also seeks to play background music on the street, which is to establish a distinct brand for downtown. A public sound system also is needed for public announcements, such as when a shoot-out is about to begin.

32. Develop a plan for a public sound system.

- Consider the location and appearance of the equipment to be unobtrusive.
- Design it to be used for shoot-outs and other demonstrations as well as for public announcements.

Public Wi-fi System

The city has a publicly available Wi-Fi service in the downtown; it needs to be improved, in terms of access and speed. VAS Communications is the cable company.

33. Provide recommendations for an enhanced Wi-Fi service.

- Include conversations with VAS Communications.

CCTV / Security cameras (contingency)

A coordinated system of security cameras is needed. At present, there are a couple of web cams, which are privately operated.

34. Develop a plan for a security camera system.

- Consider where they are to be located; how discretely can they be installed? Should they be put on buildings?

WAYFINDING

This section includes information systems that help to direct users as motorists and pedestrians and to convey information related to the city's heritage.

Regulatory Signs

Many regulatory signs are mounted on the fluted shafts of the street lights. Others are on tubular, unfinished metal. These are installed intermittently along Main Street. No complete inventory exists.

35. Develop a regulatory sign plan.

- Conduct an inventory of regulatory signs.
- Create a strategy for installing regulatory signs in a manner that is compatible with the historic character. This should include policies for how frequently "no parking" signs should be placed along the street.
- Also address policies for the location of trolley signs.

Directional signs

At a vehicular level, wayfinding works well, outside of the core of the downtown district; inside the core, a more coordinated system is needed. A coordinated system for pedestrians also is needed.

36. Develop a coordinated wayfinding plan.

- The system should help to consolidate signs in strategic locations.
- Consider if kiosks should be used (for pedestrians); if so, develop a design concept for them.
- Study ways in which to minimize signs for wayfinding, but at the same time to provide the ability to change information as events change.

Interpretive information system (contingency)

As a part of the wayfinding system, a coordinated plan for heritage interpretation is needed. This may include markers, displays and digital access.

37. Develop a coordinated system for heritage interpretation.

- Include policies for locating interpretive markers and related materials. Should plaques be located on the buildings? Consider new technologies, such as smart phones, for accessing information on the street.

Combined.xlsx

Deadwood Main Street Master Plan

Revised: March 29, 2019

Phase 2: Existing Conditions and Design Charrette

Task 2.1 Comprehensive Existing Conditions Analysis (JH on-site x 1 night-NW web) cam)

Task 2.2 Conduct Design Charrette (NW+2 on-site 2 nights)

Subtotal Hours

Subtotal Fees

Subtotal Fees per Firm

Phase 3: Develop Action Plan

Task 3.1 Develop Draft Main Street Master Plan

Task 3.2 Present Draft Main Street Master Plan to the Community (NW + 1 on site 1 night)

Task 3.3 Develop Final Plan and Implementation Strategy

Task 3.4 Present Final Plan for Adoption (NW on-site x 1 night)

Subtotal Hours

Subtotal Fees

Subtotal Fees per Firm

Project Management/Administration

Subtotal Hours

Subtotal Fees

Subtotal Fees per Firm

Total Project Cost per Firm

BILLING RATES

Winter & Company				Ferber Engineering				Chamberlin			Events	A-1	Trekk
Winter	Husband	Klopf	Support Staff	Principal	PM	Engineer	Tech	Burns	Lushbough	Support	Cunningham	(sewer investigation)	(smoke testing or video)
\$ 180	\$ 125	\$ 125	\$ 70	\$ 145	\$ 120	\$ 100	\$ 80	\$ 135	\$ 90	\$ 70	\$ 3,000	\$ 36,310	\$ 26,872
8	24	40	40	120	100	288	180	10					
32	40	40	40	16	16			16					
40	64	80	80	136	116	288	180	26	0	0		1	1
7,200.00	8,000.00	10,000.00	5,600.00	19,720.00	13,920.00	28,800.00	14,400.00	3,510.00	-	-	2,000.00	36,310.00	26,872.00
30,800.00				76,840.00				3,510.00			2,000.00	36,310.00	26,872.00
30	40	80	80	80	40	80	50	16	8				
24	16	24	24	16	16			5					
30	24	40	40	20	20	10		0					
24	8	16	16	8	8			12			1000		
108	88	160	160	124	84	90	50	33	8	0	1000	0	0
19,440.00	11,000.00	20,000.00	11,200.00	17,980.00	10,080.00	9,000.00	4,000.00	4,455.00	720.00	-	1,000.00	-	-
61,640.00				41,060.00				5,175.00			1,000.00	-	-
8	32	0	0										
\$ 1,440	\$ 4,000	\$ -	\$ -										
5,440													
97,880.00				117,900.00				8,685.00			3,000.00	36,310.00	26,872.00

Travel Expenses	Unit Cost	Number	\$ Expense
Winter & Company Lodging	\$ 125.00	10	\$ 1,250.00
Daily Car Rental Rate	\$ 90.00	9	\$ 810.00
Flights DEN to Rapid City	\$ 550.00	7	\$ 3,850.00
Winter & Company Meals	\$ 65.00	17	\$ 1,105.00
Chamberlin Surface Transportation - mileage rate	\$ 0.545	720	\$ 392.40
Chamberlin Meals	\$ 20.00	4	\$ 80.00
Ferber Surface Transportation - mileage rate	\$ 0.545	1120	\$ 610.40
Ferber Meals	\$ 20.00	16	\$ 320.00
Ferber - Photocopies from Register of Deeds	\$ 1.00	400	\$ 400.00

Total Travel Expenses \$ 8,817.80

Total Prof. Fees

Total Expenses

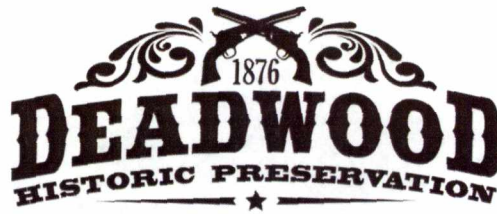
Project Total

\$

\$

\$

Contingency Funds



MEMORANDUM

Date: May 3, 2019
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Replace SMART Board

The Historic Preservation Office is requesting permission to replace the SMART Board currently located in the Century Room. Originally purchased in 2012 the SMART Board has provided many presentations, departmental planning sessions, brainstorming and budgeting for city departments and outside entities.

The SMART Board is beginning to show its age. For the last year we have had major issues with the projecting system on the board. It has to be reset every time it is used. This consists of unplugging the projector and plugging it back in. For some staff this means climbing a step ladder to reset the board. AVI Systems has looked at the projector and says it is going out and at some point will not reset and turn on at all. The cost to replace the projector is over \$3,000.00.

Before committing to this costly projector repair, staff requested quotes from four companies to replace the entire system. Connecting Point presented the lowest quote for the Activepanel. This is the same type of board currently being used in the school district. The board is like a giant I-Pad on the wall. This board will do everything the current board does and not require a projector. The cost of the board is \$6,796.64 and staff would install it.

Replacing the board fits within this year's budget for equipment and staff believes this is a worthwhile and necessary expenditure. In discussing this with other city departments they have agreed to allocate funds to assist in the purchase of the new board. Staff is recommending purchasing the Activepanel Board from Connecting Point in the amount not to exceed \$6,796.64. Plans are to use \$2,000.00 from Safety and \$4,796.64 from the Machinery and Equipment line items.

The Historic Preservation Commission reviewed this request at their April 24, 2019 meeting and recommends approval of the purchase of the Activepanel Board.

Recommend Motion: *Move to approve the purchase the Activepanel Board from Connecting Point in the amount of \$6,796.64 to come out of the Safety line item in the amount of \$2,000.00 and the Machinery and Equipment line item in the amount of \$4,796.64.*

Equipment and Services Proposal

34894



34894

504 Jenson Ave
Watertown, SD 57201
P: 605.882.1555

3710 Kiwanis Ave.
Sioux Falls, SD 57105
P: 605.361.8881

1680 East Capitol Ave Suite B
Bismarck, ND 58501
P: 701.258.6689

114 Main St. N. Ste. 202F
Hutchinson, MN 55350
P: 320.582.0234

City of Deadwood - ActivPanel Budgetary Quote

March 7, 2019

Bill To:
City of Deadwood
Bonny Anfinson
108 Sherman Street
Deadwood, SD 57732

Phone:
(605) 578-2082

Ship To:
City of Deadwood
Bonny Anfinson
108 Sherman Street
Deadwood, SD 57732

Email: Bonny@cityofdeadwood.com

Salesperson: Kevin Schaefer

	Description	Price Each	Qty	Ext Price
Promethean				\$6,796.64
1	ACTIVPANEL 86" 4K- AC OPS-G ActivPanel 86" 4K with ActivConnect OPS-G - 4 x Pen, Vesa Mount & cable pack included. ActivInspire Professional Edition available FOC	\$6,102.44	1	\$6,102.44 ☒
2	ACTIVPANEL ANDROID PC (ActivConnect OPS-G) <i>Comes with the Panels</i>	\$0.00	1	\$0.00 ☒
3	ACTIVPANEL (LARGE) 5 YEAR OSS ActivPanel Large (size 80"+) - Extension, On Site Support, 5 Years	\$379.00	1	\$379.00 ☒
4	SHIPPING AND DELIVERY Estimated Freight. This could change at any time *If Promethean product arrives with damage to the boxes please refuse. If a product issue is detected after the customer accepts the delivery and wasn't documented on delivery notice, the customer must notify Promethean in writing within 3 (three) business days after the date of delivery.	\$315.20	1	\$315.20 ☒
Installation				\$2,486.80
5	INSTALLATION ACTIVPANEL Standard Promethean ActivPanel Installation - Basic Wall . Program panel with 1080p resolution. Install / Update ActivConnect OPS-G to the latest version and verify device is functioning properly. Install Google Services and put Playstore on desktop only. A site survey will be required for each room before order is placed. Certain requirements on wall structure/construction must be discussed and reviewed and will determine if any changes to the install cost. Customer: Product will need to be inside classrooms to be installed at the time of installation - unless addressed at additional cost. Any extra Cables or Panduit will be charged extra on an as needed basis. <i>Additional parts and labor such as cables, mounting hardware, panduit or any other parts required for install are not included on this quote. We will need you to complete a site survey before ordering to estimate for these parts. We will also need pictures of the room as well. When we receive a site survey form completed we will determine install parts required for each room and resend you your final quote to include install parts.</i>	\$299.00	1	\$299.00 ☒
6	HOTEL AND OR PER DIEM CHARGES <i>Will be determined</i>	\$200.00	1	\$200.00 ☒
7	STAFF TRAVEL CHARGES Tech Staff Travel Time to and from the job site based on hours.(Billed at a reduced hourly rate). Hotel and per diem not included	\$50.00	22	\$1,100.00 ☒
8	MILEAGE CHARGES	\$1.15	772	\$887.80 ☒

Description	Price Each	Qty	Ext Price
Terms and Conditions			Subtotal
Payment is expected at the time of delivery. Established credit accounts in good standing are due within 30 days. There will be a 1% interest charge per month on late invoices. Lease terms are available and require preapproval. No returns on special orders or opened items. Unopened items can be returned in the first 15 days for a full refund. A restocking fee of 15% will be assessed for items 15-30 days old. No returns after 30 days.			\$9,283.44
			Tax
			\$0.00
Quoted by: _____			Total
Accepted by: _____			\$9,283.44

OUTLAW SQUARE - PHASE III

12I

Site Square Feet: 28,500
Revised: 3/22/2019

LINE

1

BID PACKAGES

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BID DATE / TIME	BID PACKAGE	DESCRIPTION	SUBCONTRACTOR / COMMENTS	04/25/19 Bid Set
	1A	Surveying	Ferber	4,890
	1B	Material Testing	FMG	6,865
	1C	Final Cleaning	Macho Man	2,000
	1D	Traffic Control	RHS	3,750
	3B	Polished Concrete	Brown Stone	5,000
	4A	Masonry	WD Masonry	307,802
	5A	Structural Steel	All Metal	63,800
	6A	Rough Carpentry	SCS	299,500
	7A	Membrane Roofing	Black Hills Roofing	20,063
	7B	Metal Roofing	SCS	21,955
	7C	Asphalt Shingles	In BP #6A	0
	7D	Joint Sealants	Dakota Sealants	12,815
	8A	Aluminum Storefronts & Glazing	In BP #6A	0
	8B	Hollow Metal, Door, and Hardware	NCS	19,909
	9A	Gyp. Board Assemblies	Sand Drywall	24,754
	9B	Tiling	Ceramic Design	28,786
	9C	Acoustical Ceilings	Horst Acoustical	1,850
	9D	Flooring	Hills Interiors	5,381
	9E	Painting and Coating	WHP	40,000
	10A	Specialties	CBS / SCS	19,045
	10B	Exterior Signage	Owner Furnished	0
	11A	Water Fountain Equipment	In BP #22A	0
	22A	Plumbing	Streamline Plumbing	309,202
	23A	HVAC	Precision Mechanical	87,103
	26A	Electrical / Communications / AV	Conrad's Big C Electric	557,800
	31A	Sitework and Utilities	Quinn	149,000
	32A	Site Concrete	SCS	358,750
	32B	Landscaping / Synthic Turf	Black Hills Landscape	166,350
	32C	Fence & Gates	All Metal	34,200
	32F	Site Specialties	In BP #32A	0
BID PACKAGE TOTAL				2,550,570
CONSTRUCTION MANAGERS GENERAL CONDITIONS				
		General Conditions		156,184
SUBTOTAL				2,706,753
FEE / INSURANCE / TAXES				
Rate	INSURANCE / BOND / TAXES			
0.00%	Building Permit Allowance			0
6.25%	Fee			169,172
0.07%	AGC			2,013
0.50%	Builders Risk			14,390
0.55%	Bond			15,908
2.04%	Excise Tax			59,328
2.00%	Construction Contingency			59,351
TOTAL COST OF CONSTRUCTION				3,026,915

OUTLAW SQUARE

LINE

1	TOTAL PROJECT BUDGET:					4,800,000
2	PHASE I COSTS: Site Demo & Utilities					645,352
3	PHASE II COSTS: Foundation Package					478,366
4	PHASE III COSTS: Final Building & Site Package					3,026,915
5	DESIGN / PRE-CONSTRUCTION FEES:					462,519
6	Owner FFE - "Synthetic Ice Allowance"					145,000
7	PROJECT TOTAL					4,758,152
8						
9	ITEM #1	ALT #1 Snow Melt System	110,593			110,593
10	ITEM #2	ALT #2 Projector & Projection Screen Equipment	55,289			
11	ITEM #3	Deduct Site Furnishings (Future Contingency)	-17,623			-17,623
12	ITEM #4	Remove Tree Guards	-8,200			-8,200
13	ITEM #5	Remove Bollards at Deadwood St.	-12,360			-12,360
14	ITEM #6	VE Option Simplify Screen Fence	-7,500			-7,500
15	ITEM #7	VE Option Recycled Brick Pavers - No Cleaning	-6,560			-6,560
16	ITEM #8	VE Option Non-Colored Mortar	-5,300			-5,300
17	ITEM #9	VE Option Eliminate Pot Feeder & Glycol Feeder for Snow Melt System	-3,834			-3,834
18	ITEM #10	VE Option Pex Piping and No Insulation	-4,990			-4,990
19	ITEM #11	VE Simplify Tree Grates	-4,500			-4,500
20	ITEM #12	VE Option Stained Concrete vs Polished Concrete @ Bathrooms	-3,650			-3,650
21	ITEM #13	VE Simplify Controls Package - Goal in Eng. Court	-10,000			-10,000
22	ITEM #14	Phase I - Electrical Allowance Savings	-7,500			-7,500
23	ITEM #15	Add Stucco Finish to Exposed Concrete Walls @ Gazebo & Silverado	5,000			5,000
24	ADDITIONAL SCOPE TOTAL					23,576
25	TOTAL PROJECT ESTIMATE:					4,781,728



OUTLAW SQUARE - PHASE 3

Bid Date: 04/25/2019 @ 2:00 PM MST

Bidder	Base Bid	Bond	Addenda	Notes
3A - Foundation and Site Concrete				
3B - Polish Concrete				
Brown Stone	\$5,000.00	N/A	1	
4A - Masonry				
WD Masonry	\$320,452.00	\$9,200.00	1,2,3	
5A - Structural Steel (Supply Only)				
All Metal	\$48,990.00	\$2,500.00	1,2,3	
WMK	\$83,450.00	\$4,175.00	1,2	
5B - Structural Steel (Install Only)				
All Metal	\$12,010.00	\$2,800.00	1,2,3	



OUTLAW SQUARE - PHASE 3

Bid Date: 04/25/2019 @ 2:00 PM MST

Bidder	Base Bid	Bond	Addenda	Notes
6A - Rough Carpentry				
Scull Construction	\$299,500.00	\$2,300.00	1,2	



OUTLAW SQUARE - PHASE 3

Bid Date: 04/25/2019 @ 2:00 PM MST

Bidder	Base Bid	Bond	Addenda	Notes
7A - Membrane Roofing				
Black Hills Roofing	\$20,063.00	\$800.00	1,2,3	
Rushmore Roofing	\$19,469.00	\$1,947.00	1,2,3	
Lowe	\$29,380.00	\$3,675.00	1,2,3	
7B - Metal Panels				
Rushmore Roofing	\$25,085.00	\$2,509.00	1,2,3	
Scull Construction	\$21,955.00	\$165.00	1,2,3	
7C - Joint Sealants				
Dakota Sealants	\$12,815.00	\$200.00	1,2	



OUTLAW SQUARE - PHASE 3

Bid Date: 04/25/2019 @ 2:00 PM MST

Bidder	Base Bid	Bond	Addenda	Notes
8A - Door and Hardware (Material Supply)				
NCS	\$16,939.00	N/A	1, 2, 3	
ADH	\$17,226.38	\$245.00	1, 2, 3	
8A - Door and Hardware (Install)				
NCS	\$2,970.00	N/A	1, 2, 3	
Scull Construction	\$3,400.00	\$30.00	1, 2	
8C - Aluminum Entrances and Storefronts				



OUTLAW SQUARE - PHASE 3

Bid Date: 04/25/2019 @ 2:00 PM MST

Bidder	Base Bid	Bond	Addenda	Notes
9A - Gypsum Board Assemblies				
Sands Drywall	\$24,754.00	\$297.00	1, 2, 3	
Scull Construction	\$36,500.00	\$275.00	1, 2	
9B - Tiling				
Ceramic Design	\$28,786.00	\$720.00	1, 2	
Hills Interior	\$29,978.74	N/A	1, 2, 3	
9C - Acoustical Ceilings				
Horst Acoustical	\$1,850.00	\$56.00	1, 2, 3	
WHP	\$2,500.00	N/A	1, 2, 3	
9D - Resilient Flooring				
Hills Interior	\$5,380.58	N/A	1, 2, 3	
9E - Painting and Coating				
WHP	\$40,000.00	N/A	1, 2, 3	
Lamb	\$79,500.00	\$1,500.00	1, 2, 3	



OUTLAW SQUARE - PHASE 3

Bid Date: 04/25/2019 @ 2:00 PM MST

Bidder	Signage	TC	TBA	FEC	Bond	Addenda	Notes
10A - Specialties (Supply Only)							
Combined Building Specialties	\$1,620.93	\$3,552.84	\$9,445.49	\$423.87		1,	
Construction Supply	\$1,128.00	\$3,691.00	\$10,308.00	\$294.00		1,	
10B - Specialties (Install Only)							
Scull Construction	\$325.00	\$2,200.00	\$1,400.00	\$75.00		1, 2	



OUTLAW SQUARE - PHASE 3

Bid Date: 04/25/2019 @ 2:00 PM MST

Bidder	Base Bid	ALT	ALT	Bond	Addenda	Notes
21A - Fire Suppression						
22A - Plumbing						
Streamline Plumbing	\$309,202.00	\$67,357.00	N/A	\$3,710.04	1, 2, 3	
MWM	\$296,120.00	\$89,538.00	N/A	\$898.00	1, 2, 3	Incomplete Bid
23A - HVAC						
Precision Mech	\$87,103.00	\$18,877.00	N/A	\$941.00	1, 2, 3	
Tessiers	\$110,145.00	\$24,277.00	N/A	\$680.00	1, 2, 3	
26A - Electrical						
Conrad Big C	\$557,800.00	\$7,460.00	\$50,465.00	\$7,200.00	1, 2, 3	
Freemans's	\$653,320.00	\$49,130.00	\$0.00	\$5,470.00	1, 2, 3	
Swiftec	\$697,000.00	\$5,000.00	\$55,000.00	\$11,849.00	1, 2, 3	
Muth	\$711,738.00	\$7,006.00	\$65,687.00	\$5,982.00	1, 2	



OUTLAW SQUARE - PHASE 3

Bid Date: 04/25/2019 @ 2:00 PM MST

Bidder	Base Bid	ALT	Bond	Addenda	Notes
31A - Sitework, Excavation, and Utilities					
Quinn	\$149,000.00	\$0.00	\$1,500.00	1,2,3	
32A - Site Concrete					
Scull Construction	\$358,750.00	\$7,250.00	\$2,680.00	1,2	
32B - Landscaping					
Black Hills Landscape	\$166,350.00	N/A	\$5,000.00	1	

LINE

1	TOTAL PROJECT BUDGET:					4,800,000
2	PHASE I COSTS: Site Demo & Utilities					645,352
3	PHASE II COSTS: Foundation Package					478,366
4	PHASE III COSTS: Final Building & Site Package					3,026,915
5	DESIGN / PRE-CONSRUCTION FEES:					462,519
6	Owner FFE - "Synthetic Ice Allowance"					145,000
7	PROJECT TOTAL					4,758,152
8	VALUE					APPROVED
9	ITEM #1	ALT #1 Snow Melt System	110,593		110,593	
10	ITEM #2	ALT #2 Projector & Projection Screen Equipment	55,289			
11	ITEM #3	Deduct Site Furnishings (Future Contingency)	-17,623		-17,623	
12	ITEM #4	Remove Tree Guards	-8,200		-8,200	
13	ITEM #5	Remove Bollards at Deadwood St.	-12,360		-12,360	
14	ITEM #6	VE Option Simplify Screen Fence	-7,500		-7,500	
15	ITEM #7	VE Option Recycled Brick Pavers - No Cleaning	-6,560		-6,560	
16	ITEM #8	VE Option Non-Colored Mortar	-5,300		-5,300	
17	ITEM #9	VE Option Eliminate Pot Feeder & Glycol Feeder for Snow Melt System	-3,834		-3,834	
18	ITEM #10	VE Option Pex Piping and No Insulation	-4,990		-4,990	
19	ITEM #11	VE Simplify Tree Grates	-4,500		-4,500	
20	ITEM #12	VE Option Stained Concrete vs Polished Concrete @ Bathrooms	-3,650		-3,650	
21	ITEM #13	VE Simplify Controls Package - Goal in Eng. Court	-10,000		-10,000	
22	ITEM #14	Phase I - Electrical Allowance Savings	-7,500		-7,500	
23	ITEM #15	Add Stucco Finish to Exposed Concrete Walls @ Gazebo & Silverado	5,000		5,000	
24	ADDITIONAL SCOPE TOTAL					23,576
25	TOTAL PROJECT ESTIMATE:					4,781,728

OUTLAW SQUARE - PHASE III

Site Square Feet: 28,500
Revised: 3/22/2019

LINE

BID PACKAGES

BID DATE / TIME	BID PACKAGE	DESCRIPTION	SUBCONTRACTOR / COMMENTS	04/25/19 Bid Set
	1A	Surveying	Ferber	4,890
	1B	Material Testing	FMG	6,865
	1C	Final Cleaning	Macho Man	2,000
	1D	Traffic Control	RHS	3,750
	3B	Polished Concrete	Brown Stone	5,000
	4A	Masonry	WD Masonry	307,802
	5A	Structural Steel	All Metal	63,800
	6A	Rough Carpentry	SCS	299,500
	7A	Membrane Roofing	Black Hills Roofing	20,063
	7B	Metal Roofing	SCS	21,955
	7C	Asphalt Shingles	In BP #6A	0
	7D	Joint Sealants	Dakota Sealants	12,815
	8A	Aluminum Storefronts & Glazing	In BP #6A	0
	8B	Hollow Metal, Door, and Hardware	NCS	19,909
	9A	Gyp. Board Assemblies	Sand Drywall	24,754
	9B	Tiling	Ceramic Design	28,786
	9C	Acoustical Ceilings	Horst Acoustical	1,850
	9D	Flooring	Hills Interiors	5,381
	9E	Painting and Coating	WHP	40,000
	10A	Specialties	CBS / SCS	19,045
	10B	Exterior Signage	Owner Furnished	0
	11A	Water Fountain Equipment	In BP #22A	0
	22A	Plumbing	Streamline Plumbing	309,202
	23A	HVAC	Precision Mechanical	87,103
	26A	Electrical / Communications / AV	Conrad's Big C Electric	557,800
	31A	Sitework and Utilities	Quinn	149,000
	32A	Site Concrete	SCS	358,750
	32B	Landscaping / Synthetic Turf	Black Hills Landscape	166,350
	32C	Fence & Gates	All Metal	34,200
	32F	Site Specialties	In BP #32A	0

BID PACKAGE TOTAL 2,550,570

CONSTRUCTION MANAGERS GENERAL CONDITIONS

General Conditions 156,184

SUBTOTAL 2,706,753

FEE / INSURANCE / TAXES

Rate	INSURANCE / BOND / TAXES	
0.00%	Building Permit Allowance	0
6.25%	Fee	169,172
0.07%	AGC	2,013
0.50%	Builders Risk	14,390
0.55%	Bond	15,908
2.04%	Excise Tax	59,328
2.00%	Construction Contingency	59,351

TOTAL COST OF CONSTRUCTION 3,026,915

12K

ESTIMATE

FROM

Black Hills
Asphalt LLC

P.O. Box 43
Spearfish, SD 57783
(605) 645-3437
(605) 639-1242

DATE 3-29-19

JOB NAME _____

JOB # _____

LOCATION _____

Thunder Cove
Parking area

TO City of Deadwood

QUANTITY	DESCRIPTION	PRICE	AMOUNT
17000	sq ft aprox Seal Coat Clean & Prep 2 coats	154	2550 ⁰⁰
1105	LF Cracks aprox. Clean & Fill		9.75 ⁰⁰
			<u>3525⁰⁰</u>
	S.D Excise	71 ²⁵	<u>3596²⁵</u>
			+ 1137.76
			<u>\$ 4734.71</u>

Thanks Jeff
645-3437

FINAL PRICE WILL BE BASED ON EXACT MEASUREMENTS

ESTIMATE

FROM

Black Hills
Asphalt LLC

P.O. Box 43
Spearfish, SD 57783
(605) 645-3437
(605) 639-1242

DATE 3-29-19

JOB NAME _____

JOB # B:11

LOCATION _____

Gordon Park

Parking area

TO City of Deadwood

QUANTITY	DESCRIPTION	PRICE	AMOUNT
6100 sq ft approx	Seal coat		
	Clean & Prep <u>2 coats</u>	15¢	915 ⁰⁰
55 LF	Cracks in asphalt.		75 ⁰⁰
	No cracks between concrete and asphalt		
	<u>1 Paint Package</u>		125 ⁰⁰
	12 req		1115 ⁰⁰
	1 H/C		22 ⁷⁶
			<u>1137⁷⁶</u>

Thank you
Jeff
645-3437

FINAL PRICE WILL BE BASED ON EXACT MEASUREMENTS



FEMA

13A

R8-MT

April 1, 2019

The Honorable Dave Ruth Jr.
Mayor of Deadwood
767 Main Street
Deadwood, South Dakota 57732

Re: City of Deadwood Community Assistance Visit

Dear Mayor Ruth:

On September 17th, 2014, a Community Assistance Visit (CAV) was conducted with the City of Deadwood. During the CAV, it was identified that several potential violations and program deficiencies had occurred. I would like to commend you and your staff on all the hardwork and progress that the community has made in correcting these violations and ensuring future development complies with the local floodplain damage prevention ordinance.

Mr. Bob Nelson has devoted numerous hours to ensure that the City of Deadwood rectified all violations. This included working with city staff to obtain funds from the city buget to bring the City of Deadwood's cold storage building into compliance. He has taken time to ensure that development moving forward is not only compliant with the city's ordinance but also such development is done to protect the life and property of those in the community.

FEMA is officially closing the CAV and the City of Deadwood will remain in good standing in the National Flood Insurance Program (NFIP). By remaining in good standing in the NFIP, FEMA can continue to provide over \$4,000,000 dollars of flood insurance coverage to the residents of the City of Deadwood.

Should you have any questions, please do not hesitate to contact me at (303) 235-4802 or at thomas.birney@fema.dhs.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tom Birney".

Tom Birney
Natural Hazard Program Specialist
FEMA Region VIII – Mitigation Division

Attachment

cc: Mr. Bob Nelson – City of Deadwood Floodplain Administrator
Mr. Marc Macy – South Dakota NFIP Coordinator