

CITY OF DEADWOOD  
102 SHERMAN STREET  
AGENDA

Regular Meeting  
5:00 p.m. Monday, March 4, 2019

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

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVE MINUTES of February 4, 2019**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

- A. Ron Robley – Citizen concern regarding snow removal and angle of road on Wabash Street (Page 27)
- B. Louie Lalonde- Discussion on Main Street flowers and baskets

6. **CONSENT AGENDA**

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

- A. Permission for Mayor to sign annual Adaptive Swim Class Contract with Lead-Deadwood School District for Rec Center pool use at fee of \$2,340.00 for 117 hours at \$20.00 per hour from March 5, 2019 to March 22, 2020 (Page 34)
- B. Permission for Mayor to sign annual Contract with Lead-Deadwood School District for use of Rec Center swimming pool for elementary school at cost of \$1,500.00 from April 3, 2019 to May 18, 2019. (Page 36)
- C. Make 2019 budgeted allocation to Good Shepherd Clinic in the amount of \$2,000 from Bed and Booze Fund. (Page 38)
- D. Grant request from Austin Healy group to change date from September 6<sup>th</sup> (previously approved) to September 8<sup>th</sup> for use of Interpretive lot.
- E. Permission to expend \$7,150 to CMI Software Corp for Justice Service Licensing and Maintenance for the Police Department. (2019 Budgeted Item) (Page 39)
- F. Permission to increase wage of Lifeguard Conor Aldridge from \$10.88 per hr. to \$11.15 per hr. effective February 25, 2019 after three years of service.
- G. Permission to increase wage of Lifeguard Hailey Trehwella from \$10.88 per hr. to \$11.15 per hr. effective March 13, 2019 after three years of service.

- H. Allow use of Sherman Street lot from 8:00 a.m. to 12:00 p.m. on May 22, 2019 for Lead-Deadwood School District 4<sup>th</sup> and 5<sup>th</sup> Grade Triathlon. (Page 40)
- I. Permission to purchase a Kubota utility vehicle, for the Parks use, from Jenner Equipment in the amount of \$18,889.94 (2019 Parks budget.) (Page 43)
- J. Permission for the Mayor to sign a Contract with TRUGREEN for weed spraying throughout the City properties for \$16,840.20, to be paid for from Parks, and Cemeteries budgets. (Page 44)
- K. Permission to waive 45 day requirement on Special Event Application and allow use of public property at the Event Complex with same conditions as previous year, March 15 through June 1, 2019 for Lead Deadwood Soccer.
- L. Accept resignation from Rec Center employee Jerilyn Rich effective March 6, 2019.
- M. Permission to advertise for a front desk person for the Rec Center
- N. Accept resignation from Rec Center employee Jeanne Reif effective March 9, 2019.
- O. Set Local Review Board Meeting for March 19, 2019 at 9:00 a.m. and request permission to publish notice in official newspaper.
- P. Permission to Hire Gardner Construction to Disassemble Outfield Fence of Field #2 and salvage materials, relocate scoreboard from current location to new location in the amount of \$5,275.00. (To be paid from BY Development Donation.) (Page 48)
- Q. Permission for Jensen Hardwood floors to refinish the gym and racquetball courts at rec enter during shutdown. Amount not to exceed \$4,000. (To be paid from public buildings.)

**7. BID ITEMS**

**8. PUBLIC HEARINGS**

- A. Set public hearing on March 18 for Convention Center (on-sale) Liquor License (CL-0501), and Retail (on-off sale) Malt Beverage (RB-3536) transfer from to Cliff Street, LLC dba Comfort Inn at 225 Cliff Street
- B. Set public hearing on March 18 for Hops and Hogs Event: open container in zones 1 and 2 April 26 and 27

**9. OLD BUSINESS**

**10. NEW BUSINESS**

- A. Permission to accept proposal and Mayor to sign contract with ACES Engineering for design services of the south City Hall parking area. This will include design, bid package, and engineers estimate for the amount of \$22,943.00. Approved by P&T committee and to be paid from 2019 P&T budget.) (Page 49)
- B. First Reading of Ordinance #1291 Updated Chapter 15.32 Signs. (Page 52)
- C. Establish Budget of \$4,800,000 with identified sources of funding for Outlaw Square Project and associated public improvements as outlined in the attached memorandum. (Page 73)
- D. Approve projects for the 2019 HP Bond Series to be as follows:



Public Gathering Space in the amount of \$2,000,000; Retaining Walls in the amount of \$700,000; and the Main Street Masterplan Study in the amount of \$300,000 for a total of \$3,000,000. (Page 76)

- E. Resolution 2019-07 - Relating to the Historic Preservation and Preservation Projects; Authorizing the Issuance of Historical Preservation Obligations; Authorizing Officers of the City to approve; execute and deliver certain agreements and documents related to the obligations in the amount of \$3,000,000. (Page 83)

## **11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS**

*No action can be taken*

- A. Commission Meeting time to 1:00 p.m. on 3/18/19 to accommodate Government Day Activities with the School District.
- B. Recreation Center will be closed March 10<sup>th</sup> – 16<sup>th</sup> for cleaning.
- C. Deadwood Fire Department Annual Pancake Feed March 10<sup>th</sup> 9:00 – 1:00.

## **12. 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

## **13. ADJOURNMENT**

## REGULAR MEETING, FEBRUARY 19, 2019

The Regular Session of the Deadwood City Commission convened on Monday, February 4, 2019 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners Sharon Martinisko, and Gary Todd. Commissioner Charlie Struble was absent. All motions passed unanimously unless otherwise stated.

### APPROVAL OF MINUTES

Martinisko moved, Todd seconded to approve the minutes of February 4, 2019. Roll Call: Aye-All. Motion carried.

### APPROVAL OF DISBURSEMENTS

Todd moved, Martinisko seconded to approve the February 19, 2019 disbursements. Roll Call: Aye-All. Motion carried.

ACE HARDWARE	SUPPLIES	194.97
ACE INDUSTRIAL	SUPPLIES	3,775.66
ALBERTSON ENGINEERING	PROJECT	10,479.87
ALPINE IMPRESSIONS	SERVICE	30.00
AMAZON	SERVICE	670.21
ARBOR DAY FOUNDATION	MEMBERSHIP	15.00
BH CHEMICAL	SUPPLIES	1,408.97
BH COUNCIL	MEMBERSHIP	910.00
BH ENERGY	SERVICE	18,916.93
BH PIONEER	SERVICE	1,093.12
BH SPECIAL SERVICES	CLEANING	1,190.00
BOYS & GIRLS CLUB	ALLOCATION	12,500.00
BRUNSON, RONDA	REIMBURSEMENT	104.95
BUTLER MACHINERY	SUPPLIES	764.24
CHAINSAW CENTER	SUPPLIES	225.00
COCA COLA	SUPPLIES	450.00
CONOVER, MICHAEL	PROJECT	8,724.89
CULLIGAN	SUPPLIES	172.00
DEADWOOD CHAMBER	BILL LIST	99,772.41
DVFD	REIMBURSEMENT	106.89
DEADWOOD GAMING	BID #8	22,000.00
DMC WEAR PARTS	SUPPLIES	686.54
DRIVERS LICENSE GUIDE	GUIDES	100.75
FASTENAL COMPANY	SUPPLIES	413.15
GALLS	SUPPLIES	1,414.36
GENERAL TRAFFIC CONTROLS	SIGN	1,690.00
GOLDEN WEST	SERVICE	2,064.63
GRASSROOTS ADVISORS	KEYBOARDS	252.39
HEIMAN FIRE EQUIPMENT	COATS	1,469.10
HILLYARD	SUPPLIES	473.68
INTEGRATED PARKING	MAINTENANCE	106.40
KDSJ	ADS	240.00
KNECHT	PROJECT	10,599.38
KONE	MAINTENANCE	470.34
KUCHENBECKER, KEVIN	REIMBURSEMENT	43.00
LANE, KATHLEEN	GRANT	50.00
LAWRENCE CO. REGISTER	FEE	60.00
LAWSON PRODUCTS	SUPPLIES	112.47
LOWE ROOFING	PROJECT	30,107.00
LYNN'S	SUPPLIES	6.09
M&M SANITATION	RENTAL	240.00
MS MAIL	SERVICE	1,882.45
MUTUAL OF OMAHA	INSURANCE	255.55
NATIONAL ASSOCIATION	MEMBERSHIP	75.00
NELSON, MARY JO	CONSULTING	900.00
NETWORK SERVICES	SUPPLIES	629.71
NHS OF THE BLACK HILLS	SERVICE	3,745.00
NORTH CENTRAL INT'L	SUPPLIES	159.25
NORTHERN HILLS RECREATION	ALLOCATION	15,000.00
NORTHERN HILLS TECHNOLOGY	SERVICE	32.50
PAGE ETC	PROJECT	8,115.32
PARK, ELIZABETH	GRANT	734.25
PARTSMASTER	SUPPLIES	395.25
PASSPORT LABS	METERS	68.50
PITNEY BOWES	POSTAGE	500.00
PL CARPENTRY	PROJECT	4,783.14
QUICK TROPHY	TAG	12.50
QUILL	SUPPLIES	544.07
RAPID DELIVERY	SERVICE	39.69
RAPID SPA	SUPPLIES	299.00
RASMUSSEN MECHANICAL	SERVICE	2,271.00
REDWOOD TOXICOLOGY LAB	TEST	15.25
RUSSO, RON	GRANT	1,669.27
RUTH JR., DAVID	REIMBURSEMENT	200.08
SCULL CONSTRUCTION	OUTLAW SQUARE	231,781.10
SD BUILDING OFFICIALS	PROGRAM	82.00
SD COMMISSION ON GAMING	CITY SLOTS	29,829.55
SD DEPT. OF CORRECTIONS	FIREWISE	6,426.43
SD DEPT. OF REVENUE	TRANSFER	75.00
SD DEPT. OF REVENUE	TAXES	3,283.33
SD REDBOOK FUND	HANDBOOKS	359.00
SD STATE HISTORICAL	GRANT	15,000.00
SERVALL	SUPPLIES	206.60
SOUTH DAKOTA OVERHEAD DOOR	REPAIR	1,815.36
SOUTHSIDE SERVICE	SERVICE	206.99

## REGULAR MEETING, FEBRUARY 19, 2019

STRETCH'S	SERVICE	1,872.52
STURDEVANT'S	SUPPLIES	1,666.68
STURGIS AUTO PARTS	SUPPLIES	12.20
TDG COMMUNICATIONS	WEBSITE	450.00
THE GLASS SHOP	SERVICE	571.43
THE LORD'S CUPBOARD	RECYCLING	53.40
TROPHY AWARDS	AWARD	99.95
TWILIGHT	SUPPLIES	180.84
VANWAY TROPHY	NAME PLATES	12.15
VERIZON NETWORKFLEET	SERVICE	109.75
VIGILANT BUSINESS	SERVICE	131.00
WALSH, JOHN	GRANT	2,646.11
WASTE CONNECTIONS	SERVICE	7,642.20
WESTERN COMMUNICATIONS	EQUIPMENT	8,112.00

TOTAL \$589,056.76

## ITEMS FROM CITIZENS ON AGENDA

### Office of the year

Police Chief Fuller presented Jason Huber a plaque for being named 2018 Officer of the Year. Commission thanked him for his service.

### Concern

Resident Ron Robley requested to continue until next regular Commission meeting on March 4, 2019.

### CONSENT

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

- A. Permission to buy tire chains for one of our motor graders in the amount of \$20,388.00 from Sturdevants. (To be paid from Street Department Supplies line item)
- B. Permission to buy tire chains for one of our front end loaders in the amount of \$12,568.00 from Sturdevants. (To be paid from Street Department Supplies line item)
- C. Make 2019 budgeted allocation to Victims of Violence Intervention Program in the amount of \$2,000.00 from Bed and Booze Fund.
- D. Permission to increase wage of Lifeguard Hannah Campbell from \$10.31 per hr. to \$10.59 per hr. effective February 16, 2019 after completing one year of service.
- E. Permission to increase wage of Trolley Driver Philip Lovell from \$13.11 per hr. to \$13.80 per hr. effective February 22, 2019 after completing two years of service.
- F. Authorize City Planner to act as Proxy to Black Hills Council of Local Government's quarterly meeting when commissioner is unable to attend.
- G. Permission for Sally Sprigler to attend March 10<sup>th</sup> LET 13-week Basic Certification Class in Pierre
- H. Acknowledgement of \$104,881.10 payment to Scull Construction Service, Inc. for first Pay Application of Amendment #1 of CMAR Contract. (Paid from Future Fund Account with State Proceeds receipted to Bed & Booze)
- I. Acknowledgement of \$126,999.00 payment to Scull Construction Service, Inc. for Phase 1 Design of Outlaw Square, per original CMAR contract. (Paid from Future Fund Account with State Proceed receipted to Bed & Booze)
- J. Permission to enter into contact with Jaci Conrad-Pearson to collect and transcribe ten oral histories in the amount not to exceed \$6,750.00. (2019 budgeted item)
- K. Permission to enter into contract with DocuTech to microfilm and PDF 46 Lawrence County Ledgers at a cost not to exceed \$5,500.00. (2019 budgeted item)
- L. Removed for separate consideration under new business
- M. Resolution 2019-05 Surplus City Owned Real Estate Lot 4A-1 and Lot 4A-2, Block 3.

### **RESOLUTION 2019 – 05**

### **RESOLUTION TO SURPLUS CITY OWNED REAL ESTATE**

WHEREAS, the Deadwood City Commission desires to designate certain City owned real property as surplus land and transfer said real property to Deadwood-Lead Economic Development Corporation, pursuant to SDCL § 6-5-3 and 6-5-4,

AND WHEREAS, the public interest will be better served by transferring the following described real property to the Deadwood-Lead Economic Development Corporation;

**REGULAR MEETING, FEBRUARY 19, 2019**

Lots 4A-1 and 4A-2, Block 3 of Howard's First Addition to the City of Deadwood; Formerly Lot 4A, Block 3, of Howard's First Addition, City of Deadwood, Lawrence County, South Dakota

AND WHEREAS, the land to be designated as surplus and then transferred encourages the development of said property.

NOW THEREFORE IT IS HEREBY RESOLVED, pursuant to SDCL 6-5-4, the public interest will be better served by the proposed designation of surplus property and transfer of land to the Deadwood-Lead Economic Development Corporation.

IT IS FURTHER RESOLVED, that the Deadwood City Commission shall further follow all mandates of SDCL 6-5-4, as statutorily provided.

Dated this 19th day of February, 2019

ATTEST:

CITY OF DEADWOOD

/s/ Jessica McKeown, Finance Officer

/s/ David Ruth Jr., Mayor

N. Sign Deed and CREV for Lot 4A-1 and Lot 4A-2.

O. Resolution 2019-06 Surplus Trolley in the amount of \$5,000.00 to Hill City Chamber of Commerce.

**RESOLUTION NO. 2019-06  
TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

**BE IT RESOLVED** by the Deadwood City Commission that the City of Deadwood approved the following be declared surplus and sold to Hill City Chamber, Hill City, SD for \$5,000.00.

**2004 Ford Molly Trolley - VIN# 1F6MF53S140A05114**

Dated this 19th day of February, 2019

ATTEST:

CITY OF DEADWOOD

/s/ Jessica McKeown, Finance Officer

/s/ David Ruth Jr., Mayor

P. Permission to use CSS Services, as needed, for IT contracted services at a rate of \$75.00 per hour.

**PUBLIC HEARINGS**

**Transfer**

Public hearing was opened at 5:05 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed. Todd moved, Martinisko seconded to approve Retail (on-off sale) Malt Beverage License (RB-21478) and Retail (on-off sale) Wine License (RW-21479) transfer from Broken Arrow Trading Company to H&H Deadwood, LLC dba Deadwood Winery at 696 Main Street. Roll Call: Aye-All. Motion carried.

**Camaro Rally**

Public hearing was opened at 5:06 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed. Todd moved, Martinisko seconded to approve parking on Main Street from Celebrity to Mineral Palace (southwest side only) and Wall to Lee Street (northwest side only) from 5:00 p.m. to 9:00 p.m. on Friday, June 28, 2019. Roll Call: Aye-All. Motion carried.

**Forks, Corks, Kegs**

Public hearing was opened at 5:07 p.m. by Mayor Ruth Jr. Sarah Anderson, Deadwood Chamber, was available to answer questions. Hearing closed.

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

## REGULAR MEETING, FEBRUARY 19, 2019

Martinisko moved, Todd seconded to allow the relaxation of the open container ordinance on Saturday April 6, 2019 from 11:00 a.m. to 10:00 p.m. for same area as approved on April 5, 2019. Roll Call: Aye-All. Motion carried.

### Mickelson Trail Marathon

Public hearing was opened at 5:09 p.m. by Mayor Ruth Jr. No one spoke in favor or against, hearing closed.

Martinisko moved, Todd seconded to approve the use of the Sherman Street Parking Lot on Saturday, June 1 and Sunday, June 2 2019, and use of the Event Complex parking area from 5:00 a.m. to 3:00 p.m. on June 2, 2019. Roll Call: Aye-All. Motion carried.

## NEW BUSINESS

### Permission

Martinisko moved, Todd seconded to pay PL Carpentry \$8,979.96 to install historical soda fountain. Commissioner Todd questioned the damage to the marble. Historic Preservation Officer Kuchenbecker stated the repair will not exceed \$2,000.00 and will be included within the lease. (Expense will be paid thru HP Capital Assets and Reimbursed from Ms. Flores thru lease agreement.)

### Ordinance

Martinisko moved, Todd seconded to approve second reading of Ordinance 1290 Creating Chapter 12.54 Parks and Recreation Areas. Roll Call: Aye-All. Motion carried.

### Final Plat

Martinisko moved, Todd seconded to act as Board of Adjustment and approve Final Plat of Lt C1, C2, and Common Lob b of the Stage Run Addition. Approved by Planning and Zoning on February 6, 2019. Legal Description: Lot C2 and Common Lot B of Block 1 and Lot C1 of Block 2 of Palisades Tract of Deadwood Stage Run Addition: All located in the SW1/4 of Section 14, the SE1/4 of Section 15, the NE1/4NE1/4 of Section 22, and the N1/2NW1/4 of Section 23, T5N, R3E, BHM., City of Deadwood Lawrence County, South Dakota. Roll Call: Aye-All. Motion carried.

### Final Plat

Martinisko moved, Todd seconded to act as Board of Adjustment and approve final plat of Deadwood City Shop Tracts A-1 and A-2. Approved by Planning and Zoning on February 6, 2019. Legal Description: Deadwood City Shop Tracts A-1 and A-2; Formerly Deadwood City Shop Tract A, consisting of Lots 2 and 3 of E.L. Keener Lots in M.S. 335, Lots 1 and 2, Block 3 of Mirick Addition in M.S. 735 and Portions of Lots 3, 4, and 5 of Railroad Avenue Block in M.S. 735; City of Deadwood, Lawrence County, South Dakota. Roll Call: Aye-All. Motion carried.

### Petition

Martinisko moved, Todd seconded to accept petition of Voluntary Annexation Lot 4, of Mineral Survey 166. Planning and Zoning Administrator Nelson Jr. explained the process. Roll Call: Aye-All. Motion carried.

### Petition

Martinisko moved, Todd seconded to accept petition of Voluntary Annexation Tract A1 of Majestic Heights. Roll Call: Aye-All. Motion carried.

### Funding

Public Works Director Green stated this funding would aid in our Firewise Program. Todd moved, Martinisko seconded to apply for funding from "Action and Implementation for Mitigation Partnership" to help in developing "Community Wildfire Risk Assessments." Roll Call: Aye-All. Motion carried.

## REGULAR MEETING, FEBRUARY 19, 2019

### Retirement

Martinisko moved, Todd seconded to accept letter of retirement from Donald Kryger effective April 3, 2019. Commission wished him well in his future endeavors. Roll Call: Aye-All. Motion carried.

Martinisko moved, Todd seconded to advertise in house for five days. Martinisko moved, Todd seconded to amend motion to include advertise in newspaper after five days if not filled. Roll Call: Aye-All. Motion carried.

### Grants

Historic Preservation Officer, Kuchenbecker informed the Commission that sixteen grant applications were submitted to Historic Preservation for the Outside of Deadwood grants project totaling \$204,170.52. Nine grants were approved for the following: Old Fort Meade Museum – Upgrade Exhibits – Sturgis - \$2,000.00; Verendrye Museum Association – Trail Markers/Telegraph – Ft. Pierre - \$4,500.00; Historic Rapid City – McGillicuddy House/Door – Rapid City - \$5,000.00; Mitchell Area Historical Society – Carnegie Library Windows – Mitchell - \$10,000.00; Fall River County – Pioneer Museum/Water Damage – Hot Springs - \$5,250.00; Hermosa Arts and History Association – Masonic Lodge Restoration – Hermosa - \$8,000.00; United Church of Christ – Stained Glass Window Repair – Yankton - \$8,000.00; Newell Museum – Church Museum Roof – Newell - \$2,250.00; and Trinity United Methodist Church – Church Siding – Lead - \$5,000.00. Martinisko moved, Todd seconded to accept the recommendation for the “Outside of Deadwood” grants allocations for a total of \$50,000.00 for the first half of 2019. Roll Call: Aye-All. Motion carried.

### Funding

Martinisko moved, Todd seconded to approve 2019 Advocacy Funding request from Deadwood Chamber of Commerce in the amount of \$7,875.00. (2019 Budget Advocacy Line Item.) Roll Call: Aye-All. Motion carried.

### Amendment

Martinisko moved, Todd seconded to allow Mayor to sign Amendment #2 to existing CMAR contract with Scull Construction Service, Inc. for Phase 2 Design of the Outlaw Square for Design Development and Construction Drawing in the amount of \$297,760.00. Historic Preservation Officer Kuchenbecker stated this amendment will complete the design part except for Construction Administration. Roll Call: Aye-All. Motion carried.

## INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- Commission Meeting time to 1:00 p.m. on March 18, 2019 to accommodate Government Day Activities with the School District.
- Recreation Center will be closed March 10<sup>th</sup> – 16<sup>th</sup> for cleaning.

Sarah Kryger, Deadwood Chamber thanked the Commission and City for the support during Snocross.

Police Chief Fuller thanked Fire and Trolley department for their assistance Sunday night.

### ADJOURNMENT

Martinisko moved, Todd seconded to adjourn the regular session at 5: p.m. The next regular meeting will be on Monday March 4, 2019.

ATTEST:

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

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

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

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

PACKET: 04595 COMBINED - 3/5/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 142 FINANCE

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-03/01/19	101-4142-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,110.48
01-1171	A & B BUSINESS SOLUTION					
		I-IN592363	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	99.97
01-1725	QUILL CORPORATION					
		C-499828	101-4142-426	SUPPLIES RFND-ORANIZER PHONE STAND-FIN	000000	55.99-
		I-4596879	101-4142-426	SUPPLIES ORGANIZER PHONE STAND- FINANCE	000000	55.99
01-2396	AMERICAN LEGAL PUBLISHI					
		I-0126373	101-4142-422	PROFESSIONAL DWD CODE OF ORDINANCES	000000	1,173.15
		I-0126745	101-4142-422	PROFESSIONAL DWD CODE OF ORDINANCES SUPPLMT	000000	115.25
				DEPARTMENT 142 FINANCE	TOTAL:	4,498.85
01-0433	WELLMARK BLUE CROSS BLU					
		I-03/01/19	101-4192-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,244.12
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-346800	101-4192-422	PROFESSIONAL ATTMTPT RPAIR RHONDA'S COMP/PB	000000	39.84
01-0551	MENARD'S					
		I-08698	101-4192-426-14	SUPPLIES - ST SWEEP COMP-GRS CUTTER MOP/STRT	000000	16.97
01-0553	MONTANA DAKOTA UTILITIE					
		I-NATUR GAS 02/22/19	101-4192-428-04	UTILITIES - C CITY HALL	000000	776.20
		I-NATUR GAS 02/22/19	101-4192-428-14	UTILITIES - S CITY SHOP	000000	765.46
		I-NATUR GAS 02/22/19	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	342.55
		I-NATUR GAS 02/22/19	101-4192-428-12	UTILITIES - P PAVILION	000000	0.00
		I-NATUR GAS 02/22/19	101-4192-428-07	UTILITIES - F FIRE HALL	000000	567.46
		I-NATUR GAS 02/22/19	101-4192-428-13	UTILITIES - R REC CENTER	000000	3,042.23
		I-NATUR GAS 02/22/19	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	467.11
		I-NATUR GAS 02/22/19	101-4192-428	UTILITIES GAYVILLE WATER HOUSE BLACKTAIL	000000	35.68
		I-NATUR GAS 02/22/19	101-4192-428-09	UTILITIES - H HARCC	000000	415.89
		I-NATUR GAS 02/22/19	101-4192-428-19	UTILITIES - G GATEWAY PLUMA	000000	88.85-
		I-NATUR GAS 02/22/19	101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	128.34
		I-NATUR GAS 02/22/19	101-4192-428-11	UTILITIES - P CITY PARKS DEPT	000000	219.01
		I-NATUR GAS 02/22/19	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	241.54
		I-NATUR GAS 02/22/19	101-4192-428-21	UTILITIES - W WELCOME CENTER	000000	990.48
		I-NATUR GAS 02/22/19	101-4192-428	UTILITIES PERMANENT METER LOCATION	000000	497.82
01-0578	TWIN CITY HARDWARE & LU					
		C-1901-006154	101-4192-426-09	SUPPLIES - HA 12W DIM LED BULBS/HARCC	000000	38.97-
		C-1902-006898	101-4192-425-09	REPAIRS - HAR BALLASTS/HARCC	000000	232.76-
		C-1902-007593	101-4192-425-04	REPAIRS - CIT VAC REPAIR KIT/CITY HALL	000000	29.99-
		I-1901-005840	101-4192-426	SUPPLIES (6) LINDHAUS BAGS/PB	000000	119.94
		I-1901-005842	101-4192-425-04	REPAIRS - CIT NUT DRIVER-ADJUST WRENCH/CITY	000000	32.98



PACKET: 04595 COMBINED - 3/5/19

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
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-1901-006017	101-4192-426-04	SUPPLIES - CI GLOVES-DUST RESPIRATOR/CITY	000000	56.97
		I-1901-006032	101-4192-425-14	REPAIRS - STR SPACEGUARD FURN FILTER/STRTS	000000	26.99
		I-1901-006062	101-4192-425-04	REPAIRS - CIT (22) FASTENERS/CITY HALL	000000	0.60
		I-1901-006120	101-4192-425-04	REPAIRS - CIT CHISEL SET-SHARPENER-CLIP/CITY	000000	54.96
		I-1901-006136	101-4192-426-09	SUPPLIES - HA (3) 12W DIM LED BULBS/HARCC	000000	38.97
		I-1901-006374	101-4192-425-04	REPAIRS - CIT HEAT CABLE THERMOSTAT-CABLE/CH	000000	96.98
		I-1902-006429	101-4192-425-06	REPAIRS - DAY STRIKE PLATE-ANTIFREEZE/GRANDS	000000	11.97
		I-1902-006453	101-4192-425-04	REPAIRS - CIT CARB DRILL BIT/CITY HALL	000000	5.99
		I-1902-006682	101-4192-425-17	REPAIRS-DAYS (1) BOX HWH DRL SCREWS/DAYS	000000	19.99
		I-1902-006702	101-4192-425-04	REPAIRS - CIT TAPPER-CAM-PHOTO BATTERY/CITY	000000	84.95
		I-1902-006731	101-4192-425-17	REPAIRS-DAYS FUEL-SOLDER-FLUX-SEALANT/DAYS	000000	44.96
		I-1902-006836	101-4192-425-04	REPAIRS - CIT 2 PK 3V PHOTO BATTERY/CITY HAL	000000	14.99
		I-1902-006852	101-4192-425-09	REPAIRS - HAR (3) GE332 MVPS BALLAST/HARCC	000000	232.76
		I-1902-006889	101-4192-425-13	REPAIRS - REC FASTENERS-CONNECTOR/REC CENTER	000000	9.79
		I-1902-007092	101-4192-425-13	REPAIRS - REC RND COVER-COVER BOX-FASTEN/REC	000000	15.93
		I-1902-007477	101-4192-425-09	REPAIRS - HAR TILE CEIL-AERAT-VAC REPAIR/HAR	000000	433.94
		I-1902-007604	101-4192-425-04	REPAIRS - CIT (2) SLOAN VAC BREAKER KIT/CITY	000000	13.98
		I-1902-007631	101-4192-425-04	REPAIRS - CIT TIRE VALVE CORE-CAP-TUBING/CIT	000000	9.52
		I-1902-008035	101-4192-426	SUPPLIES BIT SET-LOCK PLIERS-WALL PLATE	000000	74.77
		I-1902-008075	101-4192-425-04	REPAIRS - CIT NET ELECTRICAL-SPRING CLIP/CIT	000000	7.92
		I-1902-008147	101-4192-426-14	SUPPLIES - ST 1 GALLON VINEGAR/STREETS	000000	4.99
		I-1902-008398	101-4192-425-10	REPAIRS - LIB SPNGE-PUTTY-JOINT KNIFE-UN/LIB	000000	37.95
		I-1902-008487	101-4192-425-04	REPAIRS - CIT CPLING-ADAPTOR-ELBOW-STOP/CITY	000000	54.21
		I-1902-008497	101-4192-425-04	REPAIRS - CIT CAT5E CONNECTOR-ELBOW/CITY	000000	16.48
		I-1902-008510	101-4192-425-10	REPAIRS - LIB MALE CONNECTOR-CPLING/LIBRARY	000000	13.57
		I-1902-008559	101-4192-425-04	REPAIRS - CIT TEE-ELBOW-TRAP-TUBE-ADAPT/CITY	000000	127.31
		I-1902-008578	101-4192-425-04	REPAIRS - CIT DBL END TUBE-ELBOW-WALL PL/CIT	000000	20.95
		I-1902-008612	101-4192-425-17	REPAIRS-DAYS (2) MOUSE TRAPS/DAYS MUSEUM	000000	10.98
		I-1902-008762	101-4192-425-17	REPAIRS-DAYS MOUSE TRAP-CPLING-CONNECT/DAYS	000000	19.56
		I-1902-008767	101-4192-425-17	REPAIRS-DAYS LEAK LOCATOR-CLOROX-TRAP/DAYS	000000	59.46
01-1333	DEADWOOD ELECTRIC					
		I-21806	101-4192-425-13	REPAIRS - REC PIPE-WIRE NEW HOT TUB/REC CENT	000000	300.34
01-1370	TEMPERATURE TECHNOLOGY,					
		I-22841	101-4192-425-04	REPAIRS - CIT SNO MELT BOILER REPAIR/CITY HA	000000	358.70
01-1502	BLACK HILLS CHEMICAL					
		I-150601	101-4192-426	SUPPLIES BLEACH-TISSUE-TOWEL-AIR FRESH	000000	234.74
01-1626	SERVALL UNIFORM AND LIN					
		I-SERVALL 02/07/19	101-4192-426-04	SUPPLIES - CI CITY HALL - 0045344	000000	205.73
		I-SERVALL 02/07/19	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0045346	000000	60.09
		I-SERVALL 02/07/19	101-4192-426-08	SUPPLIES - HI HISTORY / 0045345	000000	71.53
		I-SERVALL 02/07/19	101-4192-426-10	SUPPLIES - LI LIBRARY / 0045347	000000	0.00
		I-SERVALL 02/07/19	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0045343	000000	38.85
		I-SERVALL 02/07/19	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0045342	000000	122.83
		I-SERVALL 02/21/19	101-4192-426-04	SUPPLIES - CI CITY HALL - 0045344	000000	205.73



PACKET: 04595 COMBINED - 3/5/19

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
01-1626	SERVALL UNIFORM AND LIN	continued				
	I-SERVALL	02/21/19	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0045346	000000	60.09
	I-SERVALL	02/21/19	101-4192-426-08	SUPPLIES - HI HISTORY / 0045345	000000	71.53
	I-SERVALL	02/21/19	101-4192-426-10	SUPPLIES - LI LIBRARY / 0045347	000000	31.70
	I-SERVALL	02/21/19	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0045343	000000	38.85
	I-SERVALL	02/21/19	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0045342	000000	122.83
01-1798	CHAINSAW CENTER/DAKOTA					
	I-1066293		101-4192-425-04	REPAIRS - CIT 1.5" BIT WACKER RENTAL/CITY HA	000000	15.00
01-3032	OTIS ELEVATOR COMPANY					
	I-CLH05044319		101-4192-422-02	PROFESSIONAL ELEVATOR CONTRACT/ADAMS MUSEUM	000000	730.32
01-3094	BOMGAARS					
	I-57478974		101-4192-434	MACHINERY/EQU GREASE GUN/PUBLIC BUILDINGS	000000	224.99
01-3342	RASMUSSEN MECHANICAL SE					
	I-SRV062200		101-4192-425-13	REPAIRS - REC 3/4" GAS VALVE REPLACE.REC CEN	000000	583.74
01-3421	S AND C CLEANERS					
	I-02/20/19 INV 121		101-4192-422-21	PROFESSIONAL FEB CLEANING WELCOME CENTER	000000	1,740.00
	I-02/20/19 INV 132		101-4192-422-07	PROFESSIONAL CLEANING/FIRE HALL	000000	400.00
	I-02/20/19 INV 132		101-4192-422-10	PROFESSIONAL CLEANING/LIBRARY	000000	600.00
	I-02/20/19 INV 224		101-4192-422-06	PROFESSIONAL- CLN BROOMS-SNOCROSS-ELEVATORS	000000	780.00
01-3506	ALSCO					
	I-LCAS1252058		101-4192-426-21	SUPPLIES - WE MATS/WELCOME CENTER	000000	47.45
	I-LCAS1254694		101-4192-426-21	SUPPLIES - WE MATS/WELCOME CENTER	000000	47.45
01-3838	VAST BROADBAND					
	I-TELEPHONE 02/16/19		101-4192-428-07	UTILITIES - F FIRE DEPT	000000	291.39
	I-TELEPHONE 02/16/19		101-4192-428-10	UTILITIES - L LIBRARY	000000	253.20
	I-TELEPHONE 02/16/19		101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	228.56
	I-TELEPHONE 02/16/19		101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	253.47
	I-TELEPHONE 02/16/19		101-4192-428-04	UTILITIES - C CITY HALL	000000	1,340.50
	I-TELEPHONE 02/16/19		101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	90.00
	I-TELEPHONE 02/16/19		101-4192-428-14	UTILITIES - S STREET DEPT	000000	44.27
	I-TELEPHONE 02/16/19		101-4192-428-06	UTILITIES - D DAYS OF 76 GRANDSTANDS	000000	108.20
	I-TELEPHONE 02/16/19		101-4192-428-12	UTILITIES - P PAVILION	000000	0.00
	I-TELEPHONE 02/16/19		101-4192-428-04	UTILITIES - C CITY HALL	000000	226.86
01-3896	EAGLE ENTERPRISES, LLC					
	I-22336		101-4192-425-09	REPAIRS - HAR (46) LED 40WSLIM PANEL 2X4/HAR	000000	3,910.00
	I-22340		101-4192-425-09	REPAIRS - HAR LUTRON 10V SWITCHES-FIXTURE/HA	000000	525.00
01-3977	ACE HARDWARE OF LEAD					
	I-011330		101-4192-425-04	REPAIRS - CIT COUPLER-WALLPLATE-DRIVER/CITY	000000	121.95
01-4057	VIEHAUSER ENTERPRISES,					

PACKET: 04595 COMBINED - 3/5/19

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
01-4057	VIEHAUSER ENTERPRISES,	continued				
		I-21565	101-4192-425-13	REPAIRS - REC SPECO CAMERA W/DOME/REC CENT	000000	149.98
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	27,811.31
01-0418	BLACK HILLS PIONEER					
		I-0024775 - 2019	101-4210-422	PROFESSIONAL SUBSCRIPTION - POLICE	000000	108.45
01-0433	WELLMARK BLUE CROSS BLU					
		I-03/01/19	101-4210-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	14,174.70
01-0508	GALLS, LLC					
		I-011923307	101-4210-426	SUPPLIES UNIFORM CAP,CUFF MAG COMBO-PD	000000	43.75
		I-011948009	101-4210-426	SUPPLIES UNIFORM BOOTS & GLOVES - PD	000000	115.13
		I-011986967	101-4210-426	SUPPLIES UNIFORM SWEATER/COMBO PACK-PD	000000	62.65
01-1254	MCLEODS					
		I-28791	101-4210-426	SUPPLIES TRAFFIC TICKETS - POLICE	000000	1,231.91
01-3720	SD DEPT. OF PUBLIC SAFE					
		I-N1491170SR	101-4210-424	RENTALS TELETYPE SVC.-JAN-JUN'19 - PD	000000	2,340.00
				DEPARTMENT 210 POLICE	TOTAL:	18,076.59
01-0433	WELLMARK BLUE CROSS BLU					
		I-03/01/19	101-4221-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,067.74
01-0578	TWIN CITY HARDWARE & LU					
		I-1901-006122	101-4221-426	SUPPLIES COPY PAPER,BINDER CLIP - FIRE	000000	77.97
		I-1902-007953	101-4221-425	REPAIRS FASTENERS, BULBS - FIRE DEPT	000000	10.33
01-1171	A & B BUSINESS SOLUTION					
		I-IN591196	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	52.08
01-1757	HAWKI, KEN					
		I-011419	101-4221-427	TRAVEL TRVL EXP-FIRE INSTR.CNF/PIERRE	000000	106.00
		I-011419	101-4221-427	TRAVEL REIMB,DUES-SD FIRE INSTRUCTORS	000000	100.00
01-1758	GLOVER, WILLIAM					
		I-011419	101-4221-427	TRAVEL MEALS/FIRE INSTR.CONF.-PIERRE	000000	64.00
		I-022519	101-4221-434	MACHINERY/EQU REIMBS.- CORD WRAP	000000	6.38
01-1838	RAMKOTA HOTEL					
		I-1011V7	101-4221-427	TRAVEL LODGING/FIRE CONFERENCE-HAWKI	000000	192.00
		I-1011V8	101-4221-427	TRAVEL LODGING-FIRE CONFERENCE/GLOVER	000000	192.00
		I-1011V9	101-4221-427	TRAVEL LODGING/FIRE CONFRNCE-WIERINGA	000000	192.00

PACKET: 04595 COMBINED - 3/5/19

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
01-1943	WIERINGA, ANNA	I-011419	101-4221-427	TRAVEL MEALS/FIRE INSTR.CONF.-PIERRE	000000	64.00
01-4466	SD NARCOTICS OFFICERS A	I-022519	101-4221-422	PROFESSIONAL CONF.REGISTRATION - OLSON	000000	50.00
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 2,174.50
01-0136	INTERNATIONAL CODE COUN	I-3222850	101-4232-422	PROFESSIONAL MEMBER RENEWAL 4/1-3/31/20/BI	000000	135.00
01-0433	WELLMARK BLUE CROSS BLU	I-03/01/19	101-4232-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	988.75
01-0510	GOLDEN WEST TECHNOLOGIE	I-346800	101-4232-422	PROFESSIONAL ATTMTPT RPAIR RHONDA'S COMP/BI	000000	39.84
01-0578	TWIN CITY HARDWARE & LU	I-1902-007225	101-4232-426	SUPPLIES SAFETY HASP-PADLOCK/BI	000000	20.48
01-1899	CODE WORKS	I-2089	101-4232-422	PROFESSIONAL L/D ELEM SCH PLAN REVIEW/BI	000000	1,619.16
01-3975	FIRST NATIONAL CREDIT C	I-02/22/19 CC MOHR	101-4232-426	SUPPLIES PRINTER INK CARTRIDGES/BLDG IN	000000	23.91
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 2,827.14
01-0433	WELLMARK BLUE CROSS BLU	I-03/01/19	101-4310-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	7,145.34
01-0510	GOLDEN WEST TECHNOLOGIE	I-346800	101-4310-422	PROFESSIONAL ATTMTPT RPAIR RHONDA'S COMP/ST	000000	39.85
01-0514	SIMON MATERIALS COMPANY	I-1421277	101-4310-426	SUPPLIES (95.73) MAN SAND UNWASHED/STS	000000	933.38
01-0561	SD ONE CALL	I-SD19-0046	101-4310-422	PROFESSIONAL JAN LOCATE MSGS-FAX FEES/STRTS	000000	5.04
01-0578	TWIN CITY HARDWARE & LU	I-1901-006033	101-4310-426	SUPPLIES DAY PLANNER-CHAIR WHEELS/STRS	000000	49.98
		I-1901-006113	101-4310-426	SUPPLIES (2) FLOODLIGHT PHOTOCCELL/STRTS	000000	29.98
		I-1901-006166	101-4310-426	SUPPLIES KEY-KEY CHAIN-HOLDER/STRTS	000000	59.52
		I-1901-006319	101-4310-426	SUPPLIES (9) DBL CUT-CARTRIDGE FUSE/STR	000000	49.87
		I-1902-006768	101-4310-426	SUPPLIES KEY HIDER-FASTENERS/STREETS	000000	23.96
		I-1902-006849	101-4310-425	REPAIRS CELLPHONE BOOSTER/STREETS	000000	565.98

PACKET: 04595 COMBINED - 3/5/19

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-1902-007076	101-4310-426	SUPPLIES FEMALE PLUG-COUPLER PLUG/STRTS	000000	19.56
		I-1902-007084	101-4310-426	SUPPLIES (2) BAGS SOFTENER SALT/STREETS	000000	11.98
		I-1902-007487	101-4310-426	SUPPLIES CARTRIDGE FUSE-30A-25A/STRTS	000000	37.45
		I-1902-007786	101-4310-426	SUPPLIES 8' GREEN SIGN POST/STREET	000000	19.99
		I-1902-007951	101-4310-426	SUPPLIES (2) CLEVIS GRAB HOOK/STREETS	000000	27.98
		I-1902-008101	101-4310-426	SUPPLIES 24 OZ BALL PEEN HAMMER/STRTS	000000	14.99
		I-1902-008133	101-4310-426	SUPPLIES MALE PLUG-ALUM STEPSTOOL/STRTS	000000	47.48
		I-1902-008435	101-4310-426	SUPPLIES (2) BATTERY CR2450/STREETS	000000	17.98
		I-1902-008683	101-4310-426	SUPPLIES ICE MELTER-CALCIUM FLAKE/ST	000000	90.97
		I-1902-008805	101-4310-426	SUPPLIES (2) 50# BAGS BENTONITE/STREETS	000000	12.80
01-0619	TWILIGHT FIRST AID & SA					
		I-25307	101-4310-426	SUPPLIES VESTS-G;VS-OINTMT-BANDGS/STRTS	000000	279.14
01-1003	VERIZON WIRELESS					
		I-9823943359	101-4310-422	PROFESSIONAL CALL OUT CELLPHONES/STREETS	000000	31.29
01-1171	A & B BUSINESS SOLUTION					
		I-IN591942	101-4310-426	SUPPLIES BASE CONTRACT/PW STREETS	000000	46.29
01-1288	ACE INDUSTRIAL SUPPLY,					
		I-1765576	101-4310-426	SUPPLIES MULTI TOOL BLADE PKG/STREETS	000000	735.00
		I-1766677	101-4310-434	MACHINERY/EQU (2) AIR HOSE REEL W/HOSE/STRTS	000000	999.80
		I-1770066	101-4310-434	MACHINERY/EQU AIRCAT 3/4 DR IMPACT WRENCH/ST	000000	899.90
		I-1770144	101-4310-434	MACHINERY/EQU 8 PC SCREWDRIVER COMBO SET/STR	000000	899.90
		I-1770154	101-4310-434	MACHINERY/EQU DRILL HAMMER-NUT DRIVER-CLMP/S	000000	849.60
		I-1770157	101-4310-434	MACHINERY/EQU 21 PC AILLIAMS SOCKET SET/STRT	000000	849.90
		I-1770163	101-4310-434	MACHINERY/EQU FLARE NUT WRENCH-SAE-METRIC/ST	000000	466.80
01-1374	BUTLER MACHINERY COMPAN					
		I-06PS0547835	101-4310-426	SUPPLIES ALARM GP-PLUG KIT/STREETS	000000	50.85
01-1831	POWERPLAN					
		I-P56557	101-4310-425	REPAIRS SHAFT-TAIL PUL-SHIPING/STRTS	000000	213.02
01-3975	FIRST NATIONAL CREDIT C					
		I-02/22/19 CC GREEN	101-4310-427	TRAVEL REG HYDROLOGY CONFERENCE/STRTS	000000	23.34
		I-02/22/19 CC MOHR	101-4310-426	SUPPLIES PRINTER INK CARTRIDGES/STREETS	000000	23.90
01-4467	BIG TEX TRAILER WORLD I					
		I-02-19-19 SPREADER	101-4310-434	MACHINERY/EQU SPREADER-TARP-CONTROL/STRTS	000000	5,728.00
DEPARTMENT 310 STREETS						TOTAL: 21,300.81
01-0433	WELLMARK BLUE CROSS BLU					
		I-03/01/19	101-4520-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,567.58



PACKET: 04595 COMBINED - 3/5/19

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					
		I-1901-006277	101-4520-426	SUPPLIES PULL APART KEY RINGS-PLIERS/PA	000000	42.46
		I-1902-007099	101-4520-426	SUPPLIES (6) PULL APART KEY RING/PARKS	000000	17.94
		I-1902-009066	101-4520-426	SUPPLIES (3) POLY PUSHERS/PARKS	000000	80.97
01-0619	TWILIGHT FIRST AID & SA					
		I-25310	101-4520-426	SUPPLIES GLASSES-TABLETS-GLVS-BANDG/PRK	000000	152.86
01-1003	VERIZON WIRELESS					
		I-9823943359	101-4520-422	PROFESSIONAL CALL OUT CELLPHONES/PARKS	000000	31.29
01-1171	A & B BUSINESS SOLUTION					
		I-IN591942	101-4520-426	SUPPLIES BASE CONTRACT/PW PARKS	000000	46.29
01-1502	BLACK HILLS CHEMICAL					
		I-150601	101-4520-426	SUPPLIES BLEACH-TISSUE-TOWEL-AIR FRESH	000000	234.74
01-2889	ATCO INTERNATIONAL					
		I-I0524136	101-4520-426	SUPPLIES ERADICATE II/PARKS	000000	140.00
01-3975	FIRST NATIONAL CREDIT C					
		I-02/22/19 CC GREEN	101-4520-427	TRAVEL REG HYDROLOGY CONFERENCE/PARKS	000000	23.33
		I-02/22/19 CC MOHR	101-4520-426	SUPPLIES PRINTER INK CARTRIDGES/PARKS	000000	23.90
DEPARTMENT 520 PARKS						TOTAL: 5,361.36
01-0433	WELLMARK BLUE CROSS BLU					
		I-03/01/19	101-4640-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	988.75
01-1786	PETTY CASH/HISTORIC PRE					
		I-FEBRUARY 2019	101-4640-426	SUPPLIES PETTY CASH REIMBURSEMENT	000000	120.00
01-3975	FIRST NATIONAL CREDIT C					
		I-022219 KUCHENBECKE	101-4640-426	SUPPLIES HOTEL CRETID/TABLE CASE	000000	44.87
DEPARTMENT 640 PLANNING AND ZONING						TOTAL: 1,153.62
FUND 101 GENERAL FUND						TOTAL: 83,204.18

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BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-03/01/19	206-4550-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S 000000	1,522.39
01-0467	CULLIGAN OF THE BLACK H					
		I-0007072	206-4550-426	SUPPLIES	BOTTLED WATER, CUPS - LIBRARY 000000	10.50
01-1171	A & B BUSINESS SOLUTION					
		I-IN591477	206-4550-426	SUPPLIES	COPIER CONTRACT - LIBRARY 000000	45.58
01-1562	MIDWEST TAPE					
		I-96248853	206-4550-434	BOOKS, MAPS A DVDs	- LIBRARY 000000	67.47
		I-96254309	206-4550-434	BOOKS, MAPS A DVD	- LIBRARY 000000	17.24
		I-96896906	206-4550-434	BOOKS, MAPS A DVDs	- LIBRARY 000000	29.45
		I-96910545	206-4550-434	BOOKS, MAPS A DVDs	- LIBRARY 000000	90.71
		I-96927969	206-4550-434	BOOKS, MAPS A DVDs	- LIBRARY 000000	112.94
		I-96948265	206-4550-434	BOOKS, MAPS A DVD	- LIBRARY 000000	14.99
		I-96961347	206-4550-434	BOOKS, MAPS A DVDs	- LIBRARY 000000	62.97
		I-96990616	206-4550-434	BOOKS, MAPS A DVDs	- LIBRARY 000000	143.93
01-1911	EMERY-PRATT COMPANY					
		I-620009	206-4550-434	BOOKS, MAPS A BOOK	- LIBRARY 000000	17.39
01-3665	MITZI'S BOOKS					
		I-3114	206-4550-426	SUPPLIES	BOOKS - LIBRARY 000000	31.17
				DEPARTMENT 550	LIBRARY	TOTAL: 2,166.73
				FUND	206 LIBRARY FUND	TOTAL: 2,166.73

PACKET: 04595 COMBINED - 3/5/19

VENDOR SET: 01

FUND : 209 BED &amp; BOOZE FUND

DEPARTMENT: 510 REC CENTER

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-03/01/19	209-4510-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	533.64
01-0578	TWIN CITY HARDWARE & LU					
		I-1901-005917	209-4510-426	SUPPLIES (2) SWIVEL CONNECTORS/REC CENT	000000	49.98
01-3506	ALSCO					
		I-LCAS1253394	209-4510-426	SUPPLIES MATS/REC CENTER	000000	162.83
		I-LCAS1255956	209-4510-426	SUPPLIES MATS/REC CENTER	000000	162.83
01-3975	FIRST NATIONAL CREDIT C					
		I-02/22/19 CC TRIDLE	209-4510-426	SUPPLIES FILTER-SPA FROG REFRESH KIT/RC	000000	143.99
01-4465	CAMPBELL, HANNAH					
		I-022219	209-4510-422	PROFESSIONAL REIMBS.LIFEGUARD CERTIFICATION	000000	100.00
				DEPARTMENT 510 REC CENTER	TOTAL:	1,153.27
01-2857	NEIGHBORHOOD HOUSING SE					
		I-2019-002	209-4980-429	OTHER 2019 ALLOCATION	000000	1,000.00
01-3175	VICTIMS OF VIOLENCE INT					
		I-020819	209-4980-429	OTHER 2019 ALLOCATION	000000	2,000.00
				DEPARTMENT 980 SPECIAL EVENTS	TOTAL:	3,000.00
				FUND 209 BED & BOOZE FUND	TOTAL:	4,153.27

PACKET: 04595 COMBINED - 3/5/19

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-2019-1	212-4630-422	PROFESSIONAL BID #8 - 2ND DRAW 2019	000000	25,000.00
				DEPARTMENT 630 BID 8	TOTAL:	25,000.00
				FUND 212 BID #8 (Business Improve)	TOTAL:	25,000.00



PACKET: 04595 COMBINED - 3/5/19

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
01-1838	RAMKOTA HOTEL					
		I-1036D-2	215-4572-235	VISITOR MGMT ROOMS TOURISM CONF/SPROTS BET	000000	1,842.87
01-2742	LEAD-DEADWOOD BASEBALL					
		I-2019	215-4572-235	VISITOR MGMT SIGN RENEWAL	000000	250.00
01-3975	FIRST NATIONAL CREDIT C					
		I-022219 KUCHENBECKE	215-4572-235	VISITOR MGMT HOTEL CREDIT/TABLE CASE	000000	25.90-
				DEPARTMENT 572 HP VISITOR MGMT AND INFOR	TOTAL:	2,066.97
01-0578	TWIN CITY HARDWARE & LU					
		I-1902-006968	215-4573-335	HIST. INTERP. PLYWOOD - ARCHIVES	000000	79.04
01-1786	PETTY CASH/HISTORIC PRE					
		I-FEBRUARY 2019	215-4573-335	HIST. INTERP. PETTY CASH REIMBURSEMENT	000000	7.09
01-3841	SIOUXLAND HERITAGE MUSE					
		I-12276	215-4573-335	HIST. INTERP. RE-EDIT/PRINT PANEL	000000	154.00
				DEPARTMENT 573 HP HISTORIC INTERPRETATION	TOTAL:	240.13
01-0578	TWIN CITY HARDWARE & LU					
		I-1812-002650	215-4576-630	PROFES. SERV. (14) 32" SANTA - BURNHAM BC	000000	699.86
				DEPARTMENT 576 HP PROFESSIONAL SERVICES	TOTAL:	699.86
		I-1902-007591	215-4577-775	CAPITAL ASSET MATERIALS FOR SODA FOUNTAIN	000000	103.92
		I-1902-007813	215-4577-775	CAPITAL ASSET MARBLE MORTAR-SODA FOUNTAIN	000000	54.38
		I-1902-008100	215-4577-775	CAPITAL ASSET EPOXY/ADHESIVE-SODA FOUNTAIN	000000	20.96
		I-1902-008138	215-4577-775	CAPITAL ASSET FASTENERS - SODA FOUNTAIN	000000	14.40
		I-1902-008386	215-4577-775	CAPITAL ASSET FASTENERS -SODA FOUNTAIN	000000	2.30
		I-1902-008582	215-4577-775	CAPITAL ASSET SANDPAPER - SODA FOUNTAIN	000000	5.99
01-1488	O'CONNOR COMPANY					
		I-117487	215-4577-775	CAPITAL ASSET CYLINDERS	000000	1,027.00
01-3318	PL CARPENTRY & ASSOCIAT					
		I-022119	215-4577-775	CAPITAL ASSET INSTALL SODA FOUNTAIN	000000	8,979.96
01-3975	FIRST NATIONAL CREDIT C					
		I-022219 KRUEL	215-4577-775	CAPITAL ASSET STRAIGHT TALK 4GB HOTSPOT	000000	42.60
01-BDT	BDT, INC.					
		I-18072-3	215-4577-775-03	CIP-WAYFINDIN PINE STREET ARCHWAY	000000	858.45
				DEPARTMENT 577 HP FIXED CAPITAL ASSETS	TOTAL:	11,109.96

PACKET: 04595 COMBINED - 3/5/19

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
01-0433	WELLMARK BLUE CROSS BLU	I-03/01/19	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,698.57
01-0510	GOLDEN WEST TECHNOLOGIE	I-346382	215-4641-422	PROFESSIONAL SWAPPING ARCHIVE COMPUTERS	000000	212.50
01-1725	QUILL CORPORATION	I-5014348	215-4641-426	SUPPLIES PENS AND COFFEE SUPPLIES - HP	000000	46.43
01-1786	PETTY CASH/HISTORIC PRE	I-FEBRUARY 2019	215-4641-426	SUPPLIES PETTY CASH REIMBURSEMENT	000000	1.87
01-3314	CENTURY BUSINESS PRODUC	I-458743	215-4641-428	UTILITIES HP CONTRACT 1/9/19 - 2/8/19	000000	339.24
01-3838	VAST BROADBAND	I-021619	215-4641-428	UTILITIES MT MORIAH 02/20/19 -03/19/19	000000	140.69
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						5,439.30
FUND 215 HISTORIC PRESERVATION TOTAL:						19,556.22

PACKET: 04595 COMBINED - 3/5/19

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-4364	HAVERBERG FAMILY LTD PT					
		I-22719	216-1310	DUE FROM OTHE WORK DONE - 1 BURNHAM	000000	1,511.10
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 1,511.10
-----						
01-1148	KNECHT HOME CENTER, INC					
		I-2964042	216-4653-962-07	HISTORIC REHA HISTORIC REHAB - 48 TAYLOR	000000	647.70
01-2452	RUSO, RON					
		I-022219	216-4653-962-04	SIDING GRANT SIDING/WINDOWS/RETAINAGE-31 CH	000000	2,390.60
		I-022219	216-4653-962-03	WINDOWS GRANT SIDING/WINDOWS/RETAINAGE-31 CH	000000	1,534.07
01-3994	NUGGET SALOON, LLC					
		I-02222019	216-4653-962-05	FACADE EASEME FACADE - 610 MAIN	000000	4,800.00
01-4086	TWIN CITY HARDWARE - GR					
		I-1901-006173	216-4653-962-04	SIDING GRANT SIDING - 53 FOREST	000000	347.10
				DEPARTMENT 653	REVOLVING LOAN	TOTAL: 9,719.47
-----						
			FUND	216	REVOLVING LOAN	TOTAL: 11,230.57

PACKET: 04595 COMBINED - 3/5/19

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-03/01/19	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,500.76
01-0510	GOLDEN WEST TECHNOLOGIE	I-346800	602-4330-422	PROFESSIONAL ATTMPT RPAIR RHONDA'S COMP/WTR	000000	39.85
01-0539	LEAD-DEADWOOD SANITARY	I-01/31/19 EQR	602-4330-422	PROFESSIONAL JAN 2019 EQR/WATER	000000	27,369.41
01-0561	SD ONE CALL	I-SD19-0046	602-4330-422	PROFESSIONAL JAN LOCATE MSGS-FAX FEES/WATER	000000	5.04
01-0578	TWIN CITY HARDWARE & LU	I-1902-006965	602-4330-426	SUPPLIES DUCT TAPE-SHELF BRACKET/WTR	000000	32.95
01-0684	NORTHWEST PIPE FITTINGS	I-1249812	602-4330-426	SUPPLIES TOP BOLT CPLG-6' VALVE BOX/WTR	000000	459.54
01-1003	VERIZON WIRELESS	I-9823943359	602-4330-422	PROFESSIONAL CALL OUT CELLPHONES/WATER	000000	31.29
01-1171	A & B BUSINESS SOLUTION	I-IN591942	602-4330-426	SUPPLIES BASE CONTRACT/PW WATER	000000	46.29
01-2500	TTG ENTERPRISES INC.	I-19009	602-4330-425	REPAIRS SCADA DATABASE REPAIRS/WATER	000000	180.00
01-3975	FIRST NATIONAL CREDIT C	I-02/22/19 CC GREEN	602-4330-427	TRAVEL REG HYDROLOGY CONFERENCE/WATER	000000	23.33
		I-02/22/19 CC MOHR	602-4330-426	SUPPLIES PRINTER INK CARTRIDGES/WATER	000000	23.91
DEPARTMENT 330 WATER						TOTAL: 31,712.37
FUND 602 WATER FUND						TOTAL: 31,712.37

PACKET: 04595 COMBINED - 3/5/19

VENDOR SET: 01

FUND : 603 SEWER FUND

DEPARTMENT: 325 SEWER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0539	LEAD-DEADWOOD SANITARY					
		I-01/31/19 CONSUMP	603-4325-429	OTHER EXPENSE FEB SEWER CONSUMPTION/PUB BLDG	000000	656.26
DEPARTMENT 325 SEWER						TOTAL: 656.26
-----						
FUND 603 SEWER FUND						TOTAL: 656.26

PACKET: 04595 COMBINED - 3/5/19

VENDOR SET: 01

FUND : 607 HISTORIC CEMETERIES

DEPARTMENT: 580 HISTORIC CEMETERIES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0475	DEADWOOD CHAMBER & VISI					
		I-3900	607-4580-422	PROFESSIONAL 2019 NTA SPONSOR PARTNERSHP/MM	000000	1,500.00
01-3838	VAST BROADBAND					
		I-TELEPHONE 02/16/19	607-4580-428	UTILITIES MT MORIAH GIFT SHOP	000000	40.87
		I-TELEPHONE 02/16/19	607-4580-428	UTILITIES MT MORIAH TICKET BOOTH	000000	40.87
DEPARTMENT 580 HISTORIC CEMETERIES TOTAL:						1,581.74
-----						
FUND 607 HISTORIC CEMETERIES TOTAL:						1,581.74

PACKET: 04595 COMBINED - 3/5/19

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-03/01/19	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,110.48
01-1003	VERIZON WIRELESS					
		I-9824059296	610-4360-424	RENTALS PHONE SERVICE - METERS ~ P&T	000000	40.01
01-3151	KONE INC.					
		I-1157746650	610-4360-425	REPAIRS REPAIR ELEVATOR - PKG RAMP	000000	775.26
01-3712	PASSPORT LABS, INC.					
		I-INV-94952	610-4360-422	PROFESSIONAL DEC MOBILE PAY - METERS	000000	14.00
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						3,939.75
01-0433	WELLMARK BLUE CROSS BLU					
		I-03/01/19	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	533.87
01-0545	LYNN'S DAKOTA MART					
		I-0103	610-4361-426	SUPPLIES 6 ~ 24 PACK WATER / TROLLEY	000000	25.74
01-0578	TWIN CITY HARDWARE & LU					
		I-1901-006284	610-4361-426	SUPPLIES GRIP HANDLE, SPRAY PAINT-TROLLE	000000	23.24
		I-1902-006698	610-4361-426	SUPPLIES WIPES, HITCH PINS, BATTERIES-TRO	000000	26.95
		I-1902-007066	610-4361-426	SUPPLIES INK CARTRIDGE, CALCULATOR-TROLL	000000	129.98
		I-1902-008571	610-4361-426	SUPPLIES INK CARTRIDGE - TROLLEY	000000	24.99
01-1626	SERVALL UNIFORM AND LIN					
		I-0156683	610-4361-422	PROFESSIONAL TOWELS & MATS - TROLLEY	000000	103.30
01-3652	SOUTH DAKOTA OVERHEAD D					
		I-21883	610-4361-425	REPAIRS REPLACE SIDE SEAL/TROLLEY BARN	000000	85.00
01-4286	TCF EQUIPMENT FINANCE					
		I-03/01/19	610-4361-434	MACHINERY/EQU #300 TROLLEY	000000	3,133.62
		I-03/01/19	610-4361-434	MACHINERY/EQU #301TROLLEY	000000	3,133.62
		I-03/01/19	610-4361-434	MACHINERY/EQU #303 TROLLEY	000000	3,133.62
01-4447	NORTHERN HILLS HOMES AN					
		I-119783	610-4361-425	REPAIRS R/R PANELING, BUMPER, WIRING-TRO	000000	12,201.83
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						22,555.76
01-3838	VAST BROADBAND					
		I-TELEPHONE 02/16/19	610-4362-428	UTILITIES PARKING RAMP	000000	145.49
DEPARTMENT 362 BROADWAY GARAGE TOTAL:						145.49
FUND 610 PARKING/TRANSPORTATION TOTAL:						26,641.00



PACKET: 04595 COMBINED - 3/5/19

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-020419	725-4000-429	OTHER EXPENSE TIF PAYMENT - STAGE RUN	000000	7,736.66
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	7,736.66
			FUND	725	TIF #8 DEADWOOD STAGE RUN	TOTAL: 7,736.66
					REPORT GRAND TOTAL:	213,639.00




Since righting that letter nothing has changed.

I've had a couple of commissioners, Bob Nelson Jr., Ron Green and adjacent property owner present when viewing the corner in question, more than once. There was a lot of talk, but no action.

I had support from some, but not all, "those" acted like I didn't know what I was talking about.

I'll remind you, I built that road without any support from the City. I've hauled hundreds of tons of gravel to make it a good solid road, again without support from the City and that should have been the responsibility of the City.

I've talked and talked without getting any answers. There has to be a solution and there is. When the City brings water and sewer up to corner, they can do the appropriate grading to make this work. If that is not done I will continue to have problems. Which I have had over the years. I've slide off the road many times going up or coming down. Hitting the bank going up isn't so bad but coming down is a different story. I have a couple of photos showing what I mean.


Rec'd  
1/18/19  
2 p.m. 

Then a couple of years ago the City put up a wall using large concrete blocks, right along side of the road. I told them that "now I have something to hit" instead of the dirt bank. It was bound to happen sooner or later when the conditions are right and it did. The first time with the plow truck with no damage. The second time with my pickup, again no damage. The last time was Dec. 1<sup>st</sup>, this time there was damage. It scraped the hole side of my truck, braking my mirror and knocking the tail light out of the finder, braking the attachments. I brought this to the attention of Ron Green and Dave Ruth Jr. . I was informed to bring a claim against the City. The first thing was to get an two estimates. The first one just said the amount of damage was more then the value of the truck. The second was more detailed, it was over \$6200, again more then the value of the truck. Of course I don't expect to repair body damage but I do want my mirror and tail light replaced. The light is \$60. 09 and the mirror is \$25.00. The insurance adjuster for the City denied my claim. Saying when he looked at the road he couldn't see anything wrong, this was weeks after the damage was done.

So if your wondering what the ---- I want ,it's this, I want my mirror and tail light fixed. Because his was NOT my fault. Next is change the grade on that corner. That all can be done when the water and sewer lines are brought up the road. The other is when I finish digging the bank, behind the block wall, there will be no reason to have that part of the wall, so parts of it can come out.

I don't believe I'm asking to much from the City I think I have paid enough taxes on my property to cover my request. I do want to get something from paying my taxes because I sure didn't get any fire protection.

I have photos of when I've slid off the road and of how the City plows or maintains the road. You can look at these when ever.

Sincerely  
  
Ron Robley

JR Raysor  
Public Works director  
Charles Tuberville  
Mayor

Dear sirs:

Thank you for the letter of April 11 2014. I was happy to hear that you were able to accompany Mayor Tuberville to the area of the banked slope on the street corner of Wabash Av..The road conditions at that time were nothing compared to the conditions that I have had to deal with. I have had more trouble getting to my property after you changed that corner then I've had in the 35 years after I built that road! That corner was built that way for a reason! I feel you do not understand that nor willing to work out a solution. I believe that I requested my presents when you were going to look at the situation with the road, I was not notified. I should have been notified before you even started paving.

You understand me correctly , I am not happy with that corner. I also do not believe that SDDOT design standards apply to that corner. With the runoff being directed to the southeast side of the road above the corner there is no need to bank that corner. What little runoff there is at that point is not going to cause hillside erosion nor extraneous runoff into the adjacent home owner, which is why that corner was altered, at there request. What runoff that can be encountered can easily be controlled on there own property without banking the road. That is another reason I am not happy, they get what they want and I get nothing. They are here 4 to 5 times a year, I go up there daily, year around. As for the sediment that builds up in the storm drain that is mostly sand that you put on the road. When you finely did something to the road to alter the banking past the end of the pavement, that filled in the drainage ditch with dirt.

What that causes is a washout of that dirt, which is a mistake on your part, that will cause sediment to enter the storm drain. That ditch was working fine before that and not a detriment to the storm drain.

When we visited last, I did indicate I did have trouble traversing that turn. When I'm pulling my boat up the hill with as little as 2 to 3 inches of snow on the road, I have slid off and got stuck, not once but twice. I have slid off with the plow truck more times in a year than ever, even trying to back up can be impossible. Whether it be with the truck and boat or the plow truck or any other vehicle, I have had trouble traversing that corner. I did not have that problem before you changed that corner. When I talked to the staff, they indicated to me, that I was right in my views. I've known them all their lives. Thank you for offering to extend your range of plowing up to the next corner, that won't be necessary, as this can make it harder for me to clear snow off. What happens is when you make a pass down, it's in the middle of the road, leaving a berm on both sides of the road. This covers the drainage ditch and is harder to clean off. After time it turns to ice and is impossible to clean out causing runoff to flow out of the drainage and onto the road. As far as asphalt, any further, remember what this about? I want 15 feet of asphalt removed why would I want it any further up the road! NO, I do not want it asphalted any more! You say with the additional asphalt you would be able to reduce the transition bump at the asphalt and gravel? I don't believe you would eliminate that bump at the corner, but if you were, I would be more than willing to go over any ideas that you may have. I have ideas of my own, after 35 years, I should have.

As a life time resident here I've always had nothing more, than my neighbors concerns in mind. I had a burnt tree get blown off my property and hit my neighbors garage and two cars. I did the repairs, bought him a new car and paid the deductible on the other car.

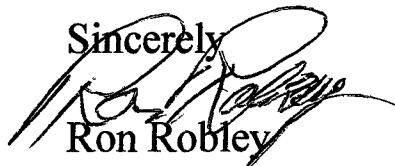


So, the last thing I want is to jeopardize my neighbors. If there is a logical and technically sound solution to this situation that satisfies all parties involved, I am more than willing to work something out. If we don't, then we have a problem.

I did tell Mayor Turbiville that I wanted water and sewer brought further up the road, I didn't say to the gate but to the next corner. As far as talking with Donovan about where the line ended he wasn't sure where it was, I think he was going to find out. Going back to the 90's, I don't think I was even notified about when the neighbors were getting hooked up to water or sewer, it was over before I even noticed, there was other excavation work going on at that time. I don't remember talking with Donovan about my agreeing to anything as far as where to stub the lines. If I would have said any thing at all it would have been to make sure I can still get access to the water and sewer lines.

There won't be a contractor because I will be doing the work myself and I know where I want them to end. My idea is not going to require paving the entire road to protect the valve and curb stop, that's a craze idea. I'm using ground up asphalt now and that works fine.

That corner is not only a pain in the winter but in the summer. Going up or down with the motor home it feels like it's going to tip over. With the motor home going up the hill there is only one speed, as fast as it can go.

Sincerely  
  
Ron Robley

April 11 2014

Mr. Ron Robley  
9 Charles St.  
Deadwood, SD 57732

Dear Mr. Robley:

At your request I accompanied Mayor Turbiville up Wabash St. to the area where you would like the city to reconsider the banked slope we placed on the city street prior to the gate entrance to your property. Our site visit occurred in the AM when there was still some ice on the road from the previous days melting. I did not experience any problems making the turn, traveling up or down, and in fact remained in two wheel drive.

I understand that you are not happy with the approach we took to direct runoff to the southeast side of the road on that corner. The bank off that corner is not excessive by SDDOT design standards. The primary purpose for the bank was to reduce hillside erosion, and protect the adjacent home owners from extraneous run-off. It also assists in limiting the amount of sediment that enters the storm sewers located further down Wabash St...

When you and I visited on this issue you indicated it was hard for you to traverse this turn. Neither I nor any of my staff have found that to be the case under any and all weather conditions. If it is detrimental to your plowing the property you own beyond the gate, we would be willing to extend the area we plow and sand to the next turn, or to the first flat area beyond your gate. We would also be willing to complete the asphalt all the way to your gate which is the limit of the city owned street, if you feel that would assist you in any way. Doing the additional asphalt would allow us to direct the water by starting the slope further up the hill and may by a few degrees reduce the bank at the last curve prior to the downhill residences. It would also eliminate the transition bump from gravel to asphalt located at the corner.

As a city street we are required to look at all the residents and provide for their safety and well-being. Your concerns are included in this process and we would be willing to pave further if it makes it better for you. What we cannot do is allow water to jeopardize the property homeowners at the bottom of that turn when a logical and technically sound option is available.

Mayor Turbiville also indicated that you wanted the city to bring water to your gate. My water superintendent, Donovan Renner, indicated that when the street was done in the 1990's you were agreeable to where it was stubbed at that time. Regardless of previous conditions, we would be happy to bring water and sewer to your gate and tie on to your property water line and sewer. Please provide us with the plans identifying the location that the contractor anticipates he will locate the lines. Understand however once we have a valve and curb stop located in the street we would pave the entire street to keep gravel and grit from entering those extenders.

Sincerely,

jR Raysor -- Public Works Director

cc: Mayor Charles Turbiville

**Adaptive Swim Contract**  
**Deadwood Recreation Center and Lead-Deadwood School District #40-1**

This is an agreement effective the 4th day of March 2019 and ending March 22, 2020 by and between the Lead-Deadwood School District #40-1, hereinafter referred to as School and the Deadwood Recreation Center, hereinafter referred to as the Deadwood Rec Center, to provide services for the adaptive swim class.

Whereas the School and the Deadwood Rec Center are desirous of entering into an agreement here the School shall contract for use of the swimming pool facility owned by the Deadwood Rec Center, now therefore, it is mutually understood by the between parties hereto as follows:

**Section 1:**

In consideration for the sum of \$2,340.00 for 117 hours of availability of the pool at \$20.00 per hour for the year commencing on March 22, 2019 and ending March 22, 2020. School agrees to pay the total sum of \$2,340.00 before May 20, 2019. School also agrees the pool will not be used more than 4 hours a week between June 1, 2019 and August 31, 2019 and three hours per week between September 1, 2019 and March 11, 2020. This amounts to no more than 52 hours per summer session and 117 hours for the school session.

**Section 2:**

The Deadwood Rec Center agrees to maintain the pool in a safe and usable condition. It is agreed between the parties that in the event the pool should become unsafe, inaccessible, unusable, or inoperable, through no fault of the second party, the Deadwood Rec Center shall not be held liable for any damages to School. This agreement is devisable, and consideration will be prorated in the event the pool should become unusable for any reason.

**Section 3:**

The School agrees to indemnify and hold the Deadwood Rec Center harmless from any and all liabilities, claims, demands, actions, or causes of action in any way arising out of the School's and those associated with the School, use of the pool and its accompanying facilities.

**Section 4:**

The School releases the Deadwood Rec Center from any supervisory obligations and agrees to be completely responsible for the safety and health of all persons using the pool facilities under this agreement during its term. School agrees to be fully responsible for all damages, destruction, or any other loss resulting to Deadwood Rec Center as a result of the use of the pool facilities by School.



**Section 5:**

The School agrees to compensate the Deadwood Rec Center at a rate of \$20.00 per man-hour for any additional services requested in writing by the School in connection with the use of the pool facilities.

**Section 6:**

This agreement constitutes the entire agreement between the parties here to and pertaining to this matter and may not be modified or changed except by and expressed written agreement signed by both parties.

In witness whereof, the said parties do hereto subscribe their names:

CITY OF DEADWOOD

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

ATTEST:

\_\_\_\_\_  
Jessicca McKeown, Finance Officer

LEAD-DEADWOOD SCHOOL DIST 40-1

By: \_\_\_\_\_  
Suzanne Rogers, School Board President

\_\_\_\_\_  
Margie Rantapaa, School Business Manager

6B

## **ELEMENTARY SWIMMING POOL CONTRACT**

**THIS AGREEMENT** effective the 4th day of March, 2019, by and between the Lead-Deadwood School District #40-1, hereinafter referred to as **SCHOOL** and the City of Deadwood, hereinafter referred to as **CITY**.

**WHEREAS** the **SCHOOL** and the **CITY** are desirous of entering into an agreement where the **SCHOOL** shall contract for use of the swimming pool facility owned by the **CITY**, now therefore, it is mutually understood by and between parties hereto as follows:

### **SECTION 1**

The **CITY** agrees to rent to the **SCHOOL** for its use as follows; availability for Elementary School swimming commencing on April 3, 2019 to May 18, 2019. **SCHOOL** agrees to pay the sum hereinafter described in Section 7, below, on or before June 1, 2019.

### **SECTION 2**

**CITY** agrees to maintain the pool in a safe and usable condition. It is agreed between the parties that in the event the pool should become unsafe, inaccessible, unusable, or inoperable, through no fault of **CITY**, **CITY** shall not be held liable for any damages to School. This agreement is divisible, and consideration will be pro-rated in the event the pool should become unusable for any reason.

### **SECTION 3**

**SCHOOL** agrees to indemnify and hold **CITY** harmless from any and all liabilities, claims, demands, actions or causes of action in any way arising out of **SCHOOL'S** use of the pool and its accompanying facilities.

### **SECTION 4**

**SCHOOL** agrees to list **CITY** as an additional insured party with **SCHOOL'S** insurance carrier. **SCHOOL** also agrees to provide **CITY** with a certificate of said insurance showing **CITY** as additional insured. This certificate shall be provided to **CITY** before **SCHOOL'S** use shall commence.

### **SECTION 5**

**SCHOOL** releases **CITY** from any supervisory obligation and agrees to be completely responsible for the safety and health of all persons using the pool facilities under this agreement during the term set forth above. **SCHOOL** agrees to be fully responsible for all damages, destruction or any other loss resulting to **CITY** as a result of the use of the pool facilities by **SCHOOL**.

### **SECTION 6**

**CITY** agrees to furnish one (1) Certified Water Safety Instructor and two (2) Lifeguards-trained personnel for instruction during all hours the pool is designated for **SCHOOL'S** use.

## **SECTION 7**

In addition to Section 1, **SCHOOL** agrees to compensate **CITY** the sum of One Thousand Five Hundred and No/100ths Dollars (\$1,500.00) for instruction of the Elementary swimming sessions for spring of 2019. **SCHOOL** agrees to pay said sum in accordance with Section 1, above.

## **SECTION 8**

In addition to Section 1 and Section 7, **SCHOOL** agrees to compensate **CITY** at a rate of Eight Dollars and Fifty Cents (\$8.50) per staff hour for any additional services requested in writing by **SCHOOL** in connection with the use of the pool facilities.

## **SECTION 9**

This agreement constitutes the entire agreement between the parties hereto and pertaining to this matter and may not be modified or changed except by an expressed written agreement signed by both parties.

**IN WITNESS WHEREOF**, the said parties do hereto subscribe their names and affix their seals:

### **CITY OF DEADWOOD**

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

ATTEST:

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

### **LEAD-DEADWOOD SCHOOL DISTRICT 40-1**

By: \_\_\_\_\_  
Suzanne Rogers, School Board President

ATTEST:

\_\_\_\_\_  
Margie Rantapaa, School Business Manager



6C

1020 State Street, Spearfish, SD 57783

February 16, 2019

Ronda Morrison, Asst. Finance Officer  
City of Deadwood  
102 Sherman St.  
Deadwood, SD 57732

Dear Ms. Morrison,

Thank you so much for allocating \$2000 from the City of Deadwood's 2019 budget. Your generosity will allow the Good Shepherd Clinic, Inc. (GSC) to properly treat our medical patients with the necessary formulary approved medications and implement the new Immunization Program to meet the growing need of adult vaccinations (at no cost to the patients).

We welcome your \$2000 donation at this time and we sincerely appreciate your City's investment as GSC provides quality medical services, emergency dental care and medication treatment with respect and grace while positioning our patients with improved health to be more productive citizens.

Thank you again and if desired, a pre-hours of operation tour can be arranged for you and/or your City's leadership to witness how your generous financial support assists the GSC mission of *providing quality medical and emergency dental care to the uninsured and financially qualified Northern Hills residents.*

In gratitude,

A handwritten signature in cursive script, appearing to read "Tammy Stewart".

Tammy Stewart, Board Member  
Good Shepherd Clinic, Inc.  
605-490-1457  
dtstewart@midco.net

209-4980-429

6E



## INVOICE

## BILL TO

Casey Nelson  
Deadwood Police Department  
100 Sherman Street  
Deadwood, SD 57732

INVOICE # 11386

DATE 02/07/2019

---

ACTIVITY	QTY	RATE	AMOUNT
Essential Annual License; Justice RMS Server License	1	4,950.00	4,950.00
Essential Annual License; Workstation License (5 device pack)	2	1,100.00	2,200.00

Effective Term: March 2019 - February 2020

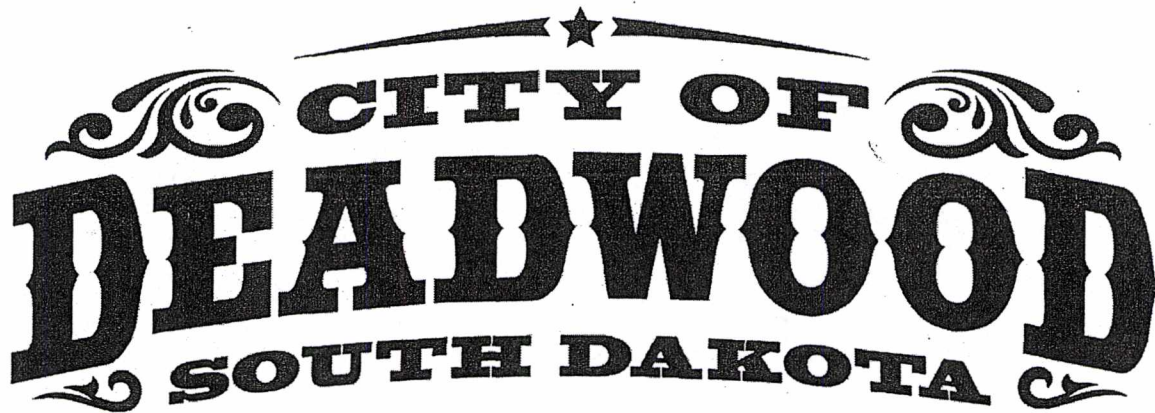
Note: New EIN # 82-3657774

BALANCE DUE

**\$7,150.00**



6H



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

Lead - Deadwood School District 4<sup>th</sup> & 5<sup>th</sup>  
Triathlon

## 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: Lead-Deadwood Elementary School 4<sup>th</sup> / 5<sup>th</sup> Grade

Event Date(s): 5/22/19 Total Anticipated Attendance: 65 a class  
(month, day, year)

(# of Participants 125 # of Spectators —)

Actual Event Hours: (from): 9:00 AM PM (to): 12:00 AM PM

Location / Staging Area: Sherman & Charles Parking lot, Dwd Rec Ctr.  
Mickelson Trail

Set up/assembly/construction Date: 5/22/19 Start Time: 7:30 AM PM

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

Cones, Tables, Garbage Cans, Lap lanes in pool & Chairs

Dismantle Date: 5/22/19 Completion time: 1:00 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:

No closure necessary, traffic control needed at Cemetery street, Bulk Plant, Webb Crossing, & Deadwood Gulch

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

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit)
 ☒ Noncommercial (nonprofit)

Sponsoring Organization: Lead-Deadwood School District

Chief Officer of Organization (NAME): Dr. Dan Leikvold

Applicant (NAME): Leila Stagner Business Phone: (405) 717-3884

Address: 711 1/2 Main St Deadwood SD 57732  
(city) (state) (zip code)

Daytime phone: (405) 717-3884 Evening Phone: (405) 580-6004 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. None just Mrs. Stagner

Name: Lecia Stagner  
Address: 8716 Main St Dwd SD 57132  
(city) (state) (zip code)

Contact person "on site" day of event or facility use Lecia Stagner Pager/Cell #: 605-580-6004  
(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:

We start the event with a 4 mile or so ~~run~~ bike from Sherman/Charles Street parking lot to the intersection of the Highway (385) and back to start line. Students will drop bikes off and then run to Dwd Gulch and back <sup>past</sup> to start line to Rec. Ctr to swim.

Supervision will be provided by the school system, City of Deadwood Game, fish & parks, Kiwanis, PTO and other organizations. Set-up will be done by a joint effort of the school and city. All garbage and clean-up will be the responsibility of the School.

**Sourcewell**  
 GA - 062 117, CE - 042015, AG - 021815  
 NJPA Arkansas 4680011718  
 NJPA Delaware 655-17673  
 Nebraska 44777 (OC)  
 Mississippi (CE Only) 020036054

RTV-X1100CWL-HS WEB QUOTE #1261682

Date: 2/26/2019 9:32:08 AM

-- Customer Information --

RICE, SCOTT

CITY OF DEADWOOD

dougl@jennerequipment.com

6059201318

Quote Provided By  
 JENNER EQUIPMENT COMPANY

Doug Lewis

3200 DEADWOOD AVE N

RAPID CITY, SD 57702

email: dougl@jennerequipment.com

phone: 6058720200

-- Standard Features --

-- Custom Options --



V Series

RTV-X1100CWL-HS

\*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

#### DIESEL ENGINE

Model Kubota D1105

3 Cyl. 68.5 cu in

\*24.8 Gross Eng HP

75 Amp Alternator

#### TRANSMISSION

Vit-X

Variable Hydro Transmission

Forward Speeds:

Low 0 - 15 mph

High 0 - 25 mph

Reverse 0 - 17 mph

Limited-slip Front Differential

Rear differential lock

#### HYDRAULICS

Hydrostatic Power Steering

with manual tilt feature

Hydraulic Cargo Dump

Hydraulic Oil Cooler

#### FLUID CAPACITY

Fuel Tank 7.9 gal

Cooling 8.3 qts

Engine Oil 4.3 qts

Transmission Oil 1.8 gal

Brake Fluid 0.4 qts

#### CARGO BOX

Width 57.7 in

Length 40.5 in

Depth 11.2 in

Load Capacity 1102 lbs

Vol. Capacity 15.2 cu ft

\* Manufacturer Estimate

#### KEY FEATURES

Factory Cab w/ A/C, Heater,

Defroster

Fully opening roll-down door

windows

Digital Multi-meter

Speedometer

Pre-wired w/ speakers/antenna for

stereo

Front Independent Adjustable

Suspension

Rear Independent Adjustable

Suspension

Brakes - Front/Rear Wet Disc

Rear Brake Lights / Front

Headlights

2" Hitch Receiver, Front and Rear

Deluxe 60/40 split bench seats

with driver's side seat adjustment

Underseat Storage Compartments

Deluxe Front Guard

(radiator guard, bumper, and lens

guard)

#### SAFETY EQUIPMENT

SAE J2194 & OSHA 1928 ROPS

Horn

Dash-mounted Parking Brake

Spark Arrestor Muffler

Retractable 2-point Seat Belts

#### DIMENSIONS

Width 63.2 in

Height 79.5 in

Length 120.3 in

Wheelbase 80.5 in

Tow Capacity 1300 lbs

Ground Clearance 10.4 in

Suspension Travel 8 in

Turning Radius 13.1 ft

Factory Spray-on Bedliner

\*L\* Models Only

Bright Alloy Wheels (Silver-

painted)

Silver-painted with machined

surface

\*S\* Models only

#### TIRES AND WHEELS

Heavy Duty Worksite 25 x 10 - 12, 6 ply

RTV-X1100CWL-HS Base Price: \$21,950.00

(1) REAR HALOGEN WORK LIGHT (1 LIGHT) \$111.00

K7731-99530-REAR HALOGEN WORK LIGHT (1 LIGHT)

(1) FRONT HALOGEN WORK LIGHTS (SET OF 2) \$158.00

K7731-99520-FRONT HALOGEN WORK LIGHTS (SET OF 2)

(1) TURN SIGNAL/HAZARD LIGHT KIT \$277.00

K7731-99510-TURN SIGNAL/HAZARD LIGHT KIT

(1) EXTERNAL REARVIEW MIRROR (1 MIRROR) \$52.00

77700-V0059-EXTERNAL REARVIEW MIRROR (1 MIRROR)

Configured Price: \$22,548.00

Sourcewell Discount: (\$4,960.56)

SUBTOTAL: \$17,587.44

Dealer Assembly: \$212.50

Freight Cost: \$690.00

PD: \$400.00

Total Unit Price: \$18,889.94

Quantity Ordered: 1

Final Sales Price: \$18,889.94

**JENNER**  
**EQUIPMENT**

http://www.JennerEquipment.com

I-90 & Deadwood Avenue • PO Box 3102

Rapid City, SD 57709 800-658-4567

Office: 605-343-6682

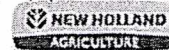
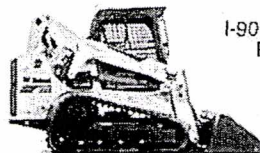
Fax: 605-343-2738

Doug Lewis

Sales

Cell: 605-872-0200

DougL@JennerEquipment.com



\*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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6J



Kevin Morsching

6052098909

Customer Information

Bill To:

CITY OF DEADWOOD

102 SHERMAN ST  
DEADWOOD, SD 57732  
USA

Service Location:

Adam's House

22 Van Buren St  
Deadwood, SD 57732  
USA

Detail of Charges

Service Location	Line Item Description	Round #	Round Description*	Total Price
Adam's House	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$44.30
Adam's House	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$44.30
Adam's House	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$44.30
Adams Museum	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$44.30
Adams Museum	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$44.30
Adams Museum	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$44.30
Days of '76 Museum	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$115.00
Days of '76 Museum	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$115.00
Days of '76 Museum	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$115.00
Ferguson Field	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$404.24
Ferguson Field	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$404.24
Ferguson Field	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$404.24
Ferguson Field	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$404.24
Gordon Park	Vegetation Control	1	Non selective weed control	\$65.24
Gordon Park	Vegetation Control	2	Non selective weed control	\$65.24
Gordon Park	Vegetation Control	4	Non selective weed control	\$65.24
Gordon Park	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$154.13

Gordon Park	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$154.13
Gordon Park	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$154.13
Historical Center	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$47.02
Historical Center	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$47.02
Historical Center	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$47.02
Library	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$47.02
Library	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$47.02
Library	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$47.02
Lower Main	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$42.23
Lower Main	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$42.23
Lower Main	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$42.23
Mt Moriah Cemetery	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$850.00
Mt Moriah Cemetery	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$850.00
Mt Moriah Cemetery	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$850.00
Oakridge Cemetery	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$1,487.58
Oakridge Cemetery	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$1,487.58
Oakridge Cemetery	Weed Control Service	1		\$850.00
Oakridge Cemetery	Weed Control Service	3		\$850.00
Pluma Park	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$184.75
Pluma Park	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$131.96
Pluma Park	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$131.96
Pluma Park	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$184.75
Railroad (Far) Park	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$47.00
Railroad (Far) Park	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$47.00
Riverwalk	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$459.24
Riverwalk	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$459.24
Riverwalk	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$459.24
Rotary Park	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$79.92

Rotary Park	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$79.92
Rotary Park	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$79.92
Rotary Park	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$79.92
Softball Fields	Vegetation Control	2	Non selective weed control	\$257.18
Softball Fields	Vegetation Control	4	Non selective weed control	\$257.18
Softball Fields	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$425.00
Softball Fields	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$425.00
Softball Fields	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$425.00
St Ambrose Cemetery	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$633.45
St Ambrose Cemetery	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$633.45
St Ambrose Cemetery	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$633.45
Upper Main & Fire Dept	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass control (As Needed/Weather Dependent)	\$68.61
Upper Main & Fire Dept	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$68.61
Upper Main & Fire Dept	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	\$68.61

Subtotal	\$16,840.20
Total Sales Tax Amount	\$0.00
Grand Total	\$16,840.20



## Standard Terms and Conditions

1. **Term** The term of this Agreement shall one (1) year from the date signed by you, the Customer.
2. **Price increases** Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an effective basis more frequently than once during any agreement year.
3. **Payment Terms** Payment is due to TruGreen within 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 15% per month (18% a p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of \$25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees or other professional fees and court costs.
4. **Check processing policy ACH** When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns In the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.
5. **Termination** In the case of your non-payment or default, TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice of the details of the breach, and thereafter TruGreen shall cure the breach within thirty (30) days after said notice. (a) **Additional termination provisions for landscape companies, property management companies, agents and other similar entities:** To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.
6. **Sale of Property** You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.
7. **LIABILITY** TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT, BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.
8. **Duty to inspect** You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.
9. **Notice to tenants, employees, invitees.** To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.
10. **No Warranties** Except as expressly set forth in this Agreement, TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.
11. **Force majeure** Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such party's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party; provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.
12. **No assignment** You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.
13. **Watering, Cultural Practices** The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.
14. **Modification of program** This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.
15. **Insects and Borers** Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details.
16. **Authorization to provide Service** TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.
17. **MANDATORY ARBITRATION** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable. Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District of, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."
18. **CLASS ACTION WAIVER** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.
19. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**
13. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.
20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
REPRESENTATIVE/GENERAL MANAGER

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
AUTHORIZED AGENT/CUSTOMER

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
AUTHORIZED AGENT/CUSTOMER

605.920.8719

PO Box 742  
Lead, SD 57754

## Estimate

Date	Estimate #
2/19/2019	169

Name / Address
City of Deadwood 102 Sherman St Deadwood, SD 57732

Project

Description	Qty	Rate	Total
Labor and equipment to remove fence and score board, and reinstall score board	1	5,275.00	5,275.00

Thank you for your business.

<b>Subtotal</b>	\$5,275.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$5,275.00

E-mail
gardnerconstructionllc@gmail.com

February 5, 2019

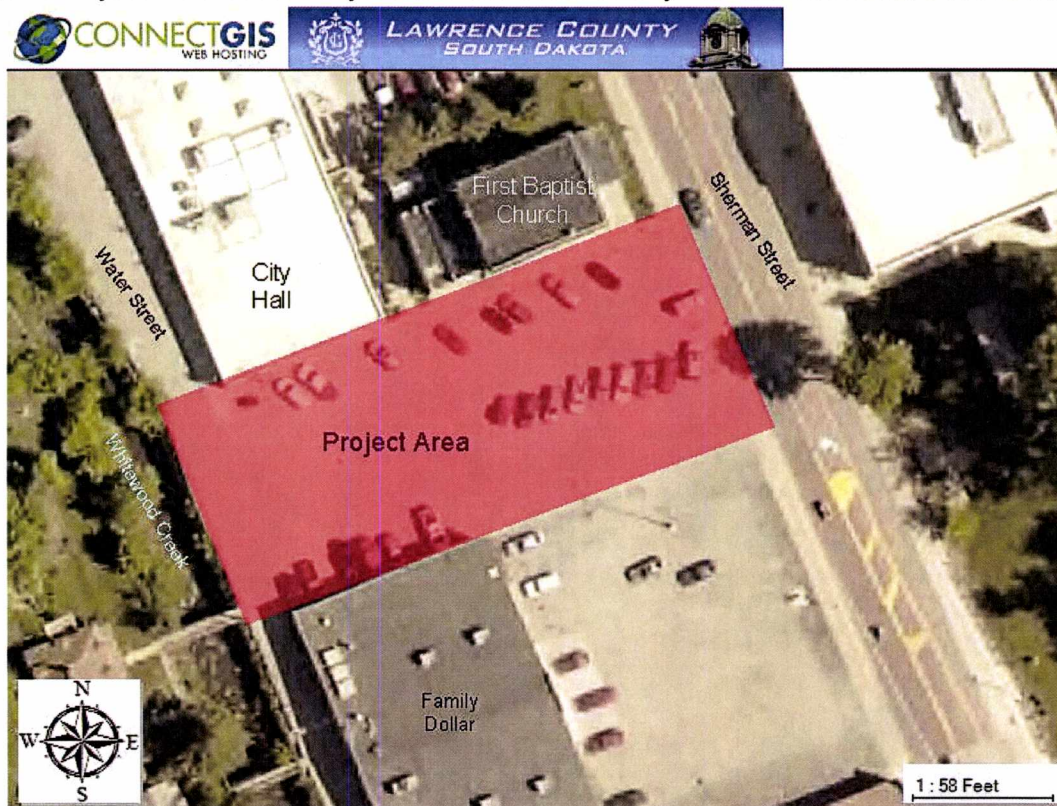
City of Deadwood  
Attn: Ron Green, P.E., Public Works Director  
62 ½ Dunlop Avenue  
Deadwood, South Dakota, 57732

RE: Civil Engineering Design Services Proposal  
South City Hall Parking Lot Modifications  
Deadwood, South Dakota

Dear Ron,

ACES is pleased to submit this Proposal for the Civil Engineering Design Services for the South City Hall Parking Lot Modifications. The City of Deadwood has identified a need for this parking lot to be modified due to safety concerns, to increase use and efficiency of the available space and to improved drainage. The Project area is shown in Image 1 below.

Image 1: Project Area located adjacent to and south of City Hall in Deadwood, South Dakota.



Most of the improvements would be located on City of Deadwood property. However, a portion of the proposed improvements are on adjacent property owned by the Baptist Church. ACES understands that the City of Deadwood shall be negotiating leasing or purchasing arrangements and design shall proceed as if the entire project area was owned by The City of Deadwood.

There is an existing access easement on the City of Deadwood's property for the Family Dollar store. It is approximately located at the NE corner of the Family Dollar store, 30' to the east and extends to the north. A goal of this project would be to eliminate that access easement to be able to close off the two parking lots and help allow for the City's lot to be reconfigured. The first approach that ACES will take to achieve this will be to coordinate with the South Dakota Department of Transportation (SDDOT) to reconfigure the driveway approaches into the City's parking lot as well as the Family Dollar parking lot. The City of Deadwood will then negotiate with the Owner of the Family Dollar store once the options are determined.

ACES services as listed below would bring the design to a complete bid package, so when the City of Deadwood is ready to proceed with the project, it can be bid and proceed with construction at any time in the future. ACES can absolutely assist with those services on a negotiated or hourly basis as noted below in this Proposal.

#### Scope of Included Services:

- Topographic Survey of Property (Project Area) and Right-of-Way
- Provide a concept plan to the City of Deadwood for review and comment
  - Shall include parking lot reconfiguration option(s)
  - Drainage improvements within parking lot
    - Possible roof drains piped underground to storm sewer or area inlet(s)
  - Provide options for delineating between City lot and Family Dollar lot
    - Standard Deadwood wood fence is a possibility
  - The whole project area would be resurfaced
  - There is an overhead utility line with communication (Midco) to Church only that may be able to be taken underground in conduit and eliminate poles, ACES shall coordinate with utility company
  - Incorporate the fact there is substantial pedestrian traffic on Water Street
  - Trucks enter the parking lot from Water Street traveling south, parking layout shall accommodate truck turning patterns
  - The sidewalk along the south side of City Hall will be evaluated for overhang distance and may need to be widened
- Prepare Demolition Plan
  - Coordinate with SDDOT on approved approaches for City lot and Family Dollar lot
  - Coordinate with Historic Preservation for RR track removal across parking lot
- Prepare Improvement Site Plan
- Prepare General Notes and Specifications
- Prepare Detail Sheets
- Prepare Striping Plan
- Prepare Final Design Submittal package to the City of Deadwood for review and comment
- Prepare Complete Bid Package
- Provide Design Interpretation and Clarification
- Provide an Engineer's Estimate



Scope of Optional Services:

- Electrical Lighting Design of perimeter parking lot lighting
  - Plan and Engineer's Estimate incorporated into project package listed above
  - Incorporate possible wall pack option on Family Dollar building by way of easement

All design work will meet Owner/Contractor requirements and City of Deadwood Standards.

Geotechnical testing and Engineering report are not included as part of this proposal.

The Lump Sum fees includes the scope of services as listed above:

Topographic Survey, Design Concept, Bid Package, & Engineer's Estimate:

Lump Sum Fee:       \$ 19,943.00

Electrical Lighting Design Services:

Lump Sum Fee:       \$ 3,000.00

All reimbursable costs are included. The fee listed above does not include taxes.

ACES will provide bidding and construction administration on a negotiated or hourly basis.

We will also provide any additional services upon request and on demand.

The hourly rates are as follows:

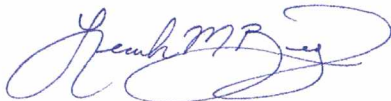
Principal Engineer:	\$ 135.00/hour
Engineer:	\$ 105.00/hour
Site Designer:	\$ 95.00/hour
Engineer-In-Training:	\$ 85.00/hour

It is understood that the City of Deadwood has a goal of complete design services by July 2019. ACES will meet that schedule without issue.

This proposal is based on our understanding of the services requested by The City of Deadwood in a brief discussion on January 2, 2019 at Deadwood City Hall. If our understanding of the scope is missing any project items, or if we have included a service outside of the request intent, please feel free to let us know so that proper adjustments may be made to this Proposal to ensure we are meeting your full needs and goals for the project.

ACES truly appreciates the opportunity to continue to work with the City of Deadwood. If you have any questions or comments please free to contact me at 605.545.1120 (LBerg@proacesinc.com).

Sincerely,



Leah M. Berg, P.E.  
President

**ORDINANCE NUMBER: 1291**

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF  
DEADWOOD

**Chapter 15.32  
SIGNS**

Sections:

**Article I. General Provisions**

- 15.32.010 Title.
- 15.32.020 Historical accuracy and integrity.
- 15.32.030 Purpose.
- 15.32.040 Jurisdiction.
- 15.32.050 Application of chapter.
- 15.32.060 Rules of language.
- 15.32.070 Compliance.
- 15.32.080 Appeals and variance.
- 15.32.090 Approvals necessary for sign alteration or erection.
- 15.32.100 Definitions.
- 15.32.110 Classes of signs.
- 15.32.120 Types of signs.

**Article II. Disallowed Signs, Allowed Signs Not Subject to Permit, and  
Allowed Signs Subject to Permit**

- 15.32.130 Disallowed signs.
- 15.32.140 Allowed signs not subject to permit.
- 15.32.150 Allowed signs subject to permit.

**Article III. Administration--Permits--Enforcement**

- 15.32.160 Sign review commission.
- 15.32.170 Permit costs.
- 15.32.180 Enforcement--Violation--Penalty.
- 15.32.190 Submittals.

**Article IV. Design Considerations and Requirements**

- 15.32.200 Illumination.
- 15.32.210 Materials.
- 15.32.220 Letter style.
- 15.32.230 Height.
- 15.32.240 Obstruction.
- 15.32.250 Freestanding signs.
- 15.32.260 Wall and fence signs.
- 15.32.270 Repairs and maintenance.
- 15.32.280 Computation of sign area.

**Article V. Sign Area, Type and Quantity Allowed**

- 15.32.290 Purpose of article.
- 15.32.300 Historic district.
- 15.32.310 Areas of the city outside the locally-designated historic district, but within the landmark district.



15.32.315 Areas of the city outside the landmark district.

#### **Article VI. Historic Landmark Signs**

15.32.320 Existing landmark signs.

15.32.330 Replication of landmark signs advertising business names.

15.32.340 Replication of landmark signs other than business names.

15.32.350 Documentation.

### **Article I. General Provisions**

#### **15.32.010 Title.**

The ordinance codified in this chapter shall be known as the “sign ordinance of the city of Deadwood” and will be referred to herein as “this chapter.” (Prior code § 26-100)

#### **15.32.020 Historical accuracy and integrity.**

A. On July 4, 1961, the city was designated a National Historic Landmark. On October 16, 1966, the city was listed on the National Register of Historic Places. These designations have served to protect the historic integrity of Deadwood’s architectural and cultural heritage. As a result, the health, safety and the general welfare of resident and nonresident property owners in Deadwood has improved. With the advent of legalized limited gambling in 1989, Deadwood moved into a new period of development. This new industry and the commercial growth it fosters must be nurtured, yet efforts to preserve this community’s architectural and cultural heritage cannot be compromised.

B. The prohibition on the construction of any additional off-premise signs and the amortized elimination or remodeling of existing billboards within the historic district as established by Ordinance No. 777 is a critical part of this effort. Such signs are inconsistent with and detract from the historic character of this community. Other such inconsistencies include plastic signs, moving signs and roof signs. ~~Recognizing that historical accuracy is a primary goal of this chapter, provisions must be made for incentives to create signage that is historically accurate.~~ (Prior code § 26-101)

#### **15.32.030 Purpose.**

It is the purpose of this chapter to make provisions to allow individual establishments to identify the nature of their enterprise, the products provided, the services provided and their name. Further specifications of this chapter are:

A. To require signs to respect the historic architectural styles of the community, and more specifically, the style of the structure on which the sign will be placed. ~~The city has adopted a set of design guidelines for use within the historic district and they are referenced by this section.~~

B. To protect the public from hazardous conditions by requiring signs to conform with building, electrical and life safety codes, and by prohibiting signs that obscure the vision of motorists or compete or conflict with traffic or warning signs.

C. To provide for good visual communication to the public, whether they are traveling by foot or vehicle, so that the public may easily know the location of individual establishments.

D. To provide a reasonable balance between the need of the business owner to identify the enterprise, and the need of the public to be protected against the visual discord resulting from the unrestricted proliferation of signs.

E. To recognize that the required size of a sign that provides adequate identification in pedestrian-oriented business areas is less than that required for signs in automobile-oriented areas.

F. To carry out the elimination of nonconforming signs.

~~G. To protect and improve the public health, safety, and general welfare by preventing adverse~~

~~impacts to historic resources and assuring that new signs are in keeping with the city's historic character.~~

(Ord. 1170 (part), 2012; prior code § 26-200)

#### **15.32.040 Jurisdiction.**

This chapter shall apply to all land within the corporate limits of the city.

(Prior code § 26-201)

#### **15.32.050 Application of chapter.**

A. The provisions of this chapter shall apply to the display, construction, erection, alteration, use, location, and repairs and maintenance of all signs within the city.

(Ord. 1170 (part), 2012; prior code § 26-202)

#### **15.32.060 Rules of language.**

As used in this chapter:

- A. "Shall" is mandatory;
- B. "May" is discretionary;
- C. The masculine includes the feminine;
- D. "City" means the city of Deadwood;
- E. Where there is conflict between the text and any graphic illustration, the text shall prevail.

(Prior code § 26-803)

#### **15.32.070 Compliance.**

A. All new sign construction shall be in compliance with this chapter.

B. Any sign erected prior to April 1, 2012, may remain in place and shall be permitted to remain in place as a nonconforming use until any one of the following events occurs or so long as all the following criteria remain constant:

- 1. Title to the real estate on which the sign is located does not change;
- 2. The sign is not moved or changed/alterd in any way (does not include normal repairs and maintenance which do not change, enlarge, move or structurally alter the original nonconforming use - see definitions); and
- 3. The sales tax licensee does not change.

Should any of the above occur, or any of the criteria not remain constant, the sign must be brought into conformance with this chapter or removed from the premises (unless landmark status has been granted pursuant to Article VI of this chapter).

Further, when a nonconforming use is discontinued for a period of one (1) year, it shall not be continued unless in conformance with the requirements of this chapter.

(Ord. 1170 (part), 2012; Ord. 1020 (part), 2004; prior code § 26-800)

#### **15.32.080 Appeals and variance.**

A. All decisions of the sign review commission may be appealed to the circuit court for Lawrence County.

B. In the case of a request for a variance to the sign commission the procedures followed shall be those set forth in this chapter, except that the sign commission shall not grant a variance from any requirement or regulation of this chapter regarding signs unless it finds there are special circumstances or conditions such as the existence of buildings, topography, vegetation, sign structures, distance or other matters on adjacent lots or within the adjacent public right-of-way that would substantially restrict the effectiveness of the sign in question and such special circumstances or conditions are peculiar to the particular business or enterprise to which the applicant desires to draw attention and do not apply generally to all businesses or enterprises in the area.



C. Conditioning of Variance. The sign commission may make any variance subject to any conditions that it deems necessary or desirable to make the device that is permitted by the variance compatible with the other purposes of this chapter.

D. Expiration of Unused Variance. All variances shall expire six months from the date of issuance if not used within that time period.

(Prior code § 26-801)

#### **15.32.090 Approvals necessary for sign alteration or erection.**

A. Before any sign can be erected or altered in any way, a valid permit must be issued. Any further alteration of the sign shall require an amendment of the existing permit or the issuance of a new permit. Such changes, as well as original permits, shall be issued pursuant to review by the sign review commission. It is unlawful to display, construct, erect, locate or alter any sign without first obtaining a sign permit for such sign. Enforcement of this Chapter is set forth in section 15.32.180, below.

B. Every sign hereafter erected, constructed or maintained, for which a permit is required under this Chapter shall be plainly marked with ~~the name of the person, firm or corporation erecting and maintaining such sign and shall have affixed on the front thereof~~ the permit number issued for said sign or other method of identification approved by the building Code official. (Ord. 1170 (part), 2012; prior code § 26-203)

#### **15.32.100 Definitions.**

As used in this chapter:

“Accessory” means subordinate or incidental to, and on the same lot or on a contiguous lot in the same ownership, as the building or use being identified or advertised.

“Alley” means a street or way within a block set apart for public use, vehicular travel, and local convenience to provide access to the rear or side of the abutting lots or buildings.

“Awning” means a movable shelter, primarily of fabric, supported entirely from the exterior wall of a building and of a type that can be retracted, folded, or collapsed against the face of the supporting building or may be permanently extended out from the exterior wall of the building. Permanent awnings may be supported by columns, poles, or braces extended from the ground see permanent awnings.

“Banner” means a long strip of flexible material, or machine-printed sign, of distinctive design displaying a decoration, slogan, advertising, etc., especially one suspended between two points, generally temporary in nature.

“Billboard” means a freestanding off-premises sign.

“Building” means any structure used or intended for supporting or sheltering any use or occupancy.

“Business” means all activities in which a person engages or in which such person causes another to be engaged with the object of gain, benefit, or advantage, whether direct or indirect.

“Composite material”(also called a composite, which is the common name) means a man-made material from two or more constituent materials with significantly different physical or chemical properties that, when combined, produce a material with characteristics different from the individual components.

“Canopy” See “Awning”, “portable or collapsible awnings”, or “permanent awnings” ~~means a permanently roofed shelter covering a sidewalk, driveway or other similar area, which may be wholly supported by a building or may be wholly or partially supported by columns, poles, or braces extended from the ground.~~

Frontage, Building. “Building frontage” means the horizontal, linear dimension area of that side

of a building that abuts a street, a parking area, a mall or other circulation area open to the general public and that has either a main window display of the enterprise or a public entrance to the building; in commercial industrial zone districts, a building side with an entrance open to employees is a building frontage; where more than one use occupies a building, each such use having a public entrance or main window display for its exclusive use is considered to have its own building frontage, which is the front width of the building occupied by that use.

Frontage, Street. "Street frontage" means the linear frontage of a lot or parcel abutting a private or public street that provides principal access to or visibility of the premises.

"Grade" means the average elevation of the finished ground level at the center of all walls of a building. When walls are parallel to and within five feet of a sidewalk, "grade" means the sidewalk level.

"Height of a sign" means the vertical distance measured from the elevation of the nearest sidewalk or, if there is no sidewalk within twenty-five (25) feet, from the lowest point of the finished grade on the lot on which the sign is located and within twenty-five (25) feet of the sign, to the uppermost point of the sign or the sign structure.

"Home occupation" means an occupation carried out in-residence, of a commercial nature, which has no employees other than family members and takes up no more than twenty-five (25) percent of the total floor area.

Illumination, Direct. "Direct illumination" means lighting by means of an unshielded light source, including neon tubing, which is effectively visible as part of the sign, where light travels directly from the source to the viewer's eye.

Illumination, Indirect. "Indirect illumination" means lighting of the surface by light source that is directed at the reflected surface in such a way as to illuminate the entire building facade on which a sign is displayed, but does not include lighting that is primarily used for purposes other than sign illumination, including without limitation, parking lot lights or lights inside a building that may silhouette a window sign but that are not primarily installed to serve as inside illumination of a sign.

Illumination, Internal. "Internal illumination" means lighting by means of a light source that is within a sign having translucent foreground or background and silhouettes opaque letters or designs or that is within letters or designs that are themselves made of translucent material. This term shall also extend to and include opaque letters or designs set out from a building or sign face and lit by illumination from behind the letters.

"Marquee" means a permanently roofed structure attached to and supported by a building and projecting from the building.

"Mural" means a decorative or figurative painting or decoration, usually oversized, applied directly to a wall or ceiling. "Mural" shall also include supergraphic.

"Neon" means an electrically-charged gas contained within an enclosed transparent tube.

"Public entrance" means an entrance to a building or premises that is customarily used or intended for use by the general public. Examples of private entrances not intended for use by the general public are fire exits, special employee entrances, and loading dock entrances.

"Repairs and maintenance" means to renew, revitalize or to restore a sign to its former good, sound, proper condition, working order, original state or operational soundness after injury, wear or tear; to fix; to mend; upkeep; put back together; correction of a failure; replacement of missing, lost, broken or unserviceable parts; all action taken to retain materials or to restore to original condition; routine recurring work required to keep a sign in such condition that it may be continuously utilized at its original design, for its intended purpose; preserving a sign in its



original condition; to prolong a sign's useful life [Examples include, but are not limited to: replacing letters that have fallen off is a repair; painting letters that have faded is maintenance; mending a sign that was broken in half by some accident with an exact duplicate is a repair; applying new stain to a wooden sign is maintenance; however, replacing a sign for a new business name is a change or alteration, NOT repair or maintenance; replacing a sign with the same business name, but new design for that business is a change or alteration, NOT repair or maintenance.]

"Permanent awning" means any structure erected for shade or shelter and which is completely open on at least two sides and fastened to an existing permanent structure.

"Portable or demountable awning" means any prefabricated structure erected for shade or shelter which is designed to be readily assembled and disassembled and adapted to ready transportation.

"Roof" means the cover of any building, including the eaves and similar projections.

"Roof line" means the highest point on any building where an exterior wall encloses usable floor space (including roof areas for housing mechanical equipment) and the highest point on any parapet wall if the parapet wall extends around the entire perimeter of the building.

"Sign" means any writing, pictorial representation, decoration (including any material used to differentiate sign copy from its background), form, emblem, trademark, flag or banner or any other figure of similar character that:

1. Is a structure or any part thereof (including, the roof or wall of a building); or
2. Is written, printed, projected, painted, constructed, or otherwise placed or displayed upon or designed into a building, board, plate, canopy, awning, or vehicle or upon any material, object, or device whatsoever; and
3. By reason of its form, color, wording, symbol, design, illumination, or motion, attracts and is designed to attract attention to the subject thereof or is used as a means of identification, advertisement, or announcement.

"Sign face" means the surface of a sign upon, against, or through which the message is displayed or illustrated.

Sign, Nonconforming. "Nonconforming sign" means any sign that was erected and maintained prior to April 1, 2012, and that does not conform to all the applicable regulations and restrictions of such code and any sign located in an area annexed to the city since the enactment of such code.

"Sign structure" means any supports, uprights, braces, or framework of a sign.

"Window" means the transparent or translucent portion of an opening in the exterior wall of a structure.

(Ord. 1170 (part), 2012; Ord. 1105 (part), 2008; Ord. 1082 (part), 2007; Ord. 1041 (part), 2005; prior code § 26-204)

### **15.32.110 Classes of signs.**

The following terms define the classes of signs covered by this chapter:

"Freestanding sign" means a sign that is supported by one or more columns, upright poles, or braces extended from the ground or from an object on the ground, or that is erected on the ground, where no part of the sign is attached to any part of the building, structure, or other sign; the term includes a "pole sign," "pedestal sign," and "ground sign."

"Landmark sign" means a sign so certified by the historic preservation officer of the city in accordance with Article VI of this chapter.

"Marquee sign" means a sign depicted upon, attached to, or supported by a marquee.

"Projecting sign" means a sign attached to a building or extending in whole or in part eight inches or more horizontally beyond the surface of the building to which the sign is attached, but

does not include a "marquee sign."

"Roof sign" means a sign painted on the roof of a building, supported by poles, uprights or braces extending from the roof of a building, or projecting above the roof of a building, but does not include a sign projecting from or attached to a wall.

"Suspended sign" means a sign suspended from the ceiling of a marquee or canopy.

"Vehicle-mounted sign" means a sign displayed upon or against a trailer, van, truck, automobile, bus, railroad car, tractor, semitrailer or other vehicle, whether or not such vehicle is in operating condition.

"Wall sign" means a sign displayed upon or against the wall of an enclosed building, where the exposed face of the sign is in a plane parallel to the plane of the wall and extends not more than eight inches horizontally from the face of the wall.

"Wind sign" means a sign consisting of one or more banners, flags, pennants, ribbons, spinners, streamers, captive balloons or other objects or material fastened in such a manner as to move upon being subjected to pressure by wind.

"Window sign" means a sign that is painted on, applied or attached to the interior or exterior of a window and that can be seen through the window from the exterior of the structure, ~~but excludes merchandise or gaming devices included in a window display.~~

(Ord. 1170 (part), 2012; prior code § 26-205)

#### **15.32.120 Types of signs.**

The following terms define the types of signs covered by this chapter:

"Bulletin boards" means a sign used for the purpose of notification to the public of an event or occurrence of public interest, including without limitation, church services, political rallies, civic meetings or other similar events.

"Business sign" means a sign that identifies or directs attention to the business, profession, commodities, services, entertainment or activities conducted, sold, displayed, offered or stored on the premises where the sign is located.

"Commercial sign" means a sign whose principal purpose is to identify a business or induce a purchase of a good or service, including, without limitation, any sign naming a brand of good or service.

"Construction sign" means a temporary sign announcing subdivision, development, construction or other improvement of a property by a building contractor or other person furnishing services, materials or labor to the premises, but does not include a "real estate sign."

"Identification sign" means:

1. A nameplate that establishes the identity of an occupant by listing name and business or professional title;
2. A sign that establishes the identity of a building or a building complex by name or symbol only;
3. A sign that indicates street address or combines nameplate and street address;
4. A sign that identifies an area in the city that, by reason of development, natural features, historical occurrences or common reference, has or will become a landmark in the city; or
5. A commemorative sign, such as a cornerstone, memorial or plaque, placed into a masonry surface or constructed of bronze or other incombustible material and made an integral part of the structure.

"Joint identification sign" means a sign that serves as a common or collective identification for two or more businesses or industrial uses on the same lot and that may contain a directory to the uses and an integral part thereof or may serve as a general identification only for such



developments as shopping centers, industrial parks, and similar uses.

"Noncommercial sign" means a sign whose principal purpose is the display of a political, theological or ideological message that is not a commercial sign.

"Off-premises advertising sign" means any off-premises sign, including without limitation, a billboard or general outdoor advertising device, which advertises or directs attention to a business, commodity, service or activity conducted, sold or offered elsewhere than on the same lot or within the same building on which such sign is located.

"Reader board sign" means an informational message board that can be updated daily with schedules of events, specials, pricing, etc., that a business may be featuring.

"Real estate sign" means a sign indicating that availability for sale, rent or lease of the specific lot, building or portion of a building on which the sign is erected or displayed.

"Time-temperature-date sign" means a sign that plays the current time, outdoor temperature, date of the month or any combination of that information.

(Ord. 1170 (part), 2012; prior code § 26-206)

## **Article II. Disallowed Signs, Allowed Signs Not Subject to Permit, and Allowed Signs Subject to Permit**

### **15.32.130 Disallowed signs.**

The following signs are disallowed:

1. Structurally unsafe signs shall not be allowed.
2. Signs that obscure the vision of motorists shall not be allowed.
3. Signs that obscure necessary traffic signs and warning signs shall not be allowed.
4. Plastic signs shall not be allowed within the federally designated Deadwood National Historic Landmark District, as indicated on the zoning map (see 17.68.010(B)), unless the historical evidence for the location of the sign indicates that plastic is appropriate, pursuant to specific findings as set forth in section 15.32.210. Otherwise, plastic signs may be permitted pursuant to section 15.32.150.
5. Off-premises advertising signs shall not be allowed, with the exception of billboards constructed outside the historic district as established by Ordinance No. 777 prior to January 1, 1992, which shall be permitted to remain. As an alternative to removal of billboards located within the historic district erected prior to January 1, 1992, such signs may be modified to comply with standards established by the sign review commission. ~~Additionally, temporary directional signs which might otherwise be considered off-premises advertising signs may be allowed so long as a permit is obtained pursuant to this chapter, subject to the following limitations:-~~
  - ~~a. no such signs within the historic district as established by Ordinance No. 777;~~
  - ~~b. outside the historic district as established by Ordinance No. 777, but within the federally designated Deadwood National Historic Landmark District, as indicated on the zoning map (see 17.68.010(B)), so long as such sign is no larger than five (5) square feet and placement of such sign is limited to ninety (90) days; and~~
  - ~~c. outside the Landmark District so long as such sign is no larger than twelve (12) square feet and placement of such sign is limited to one hundred eighty (180) days.~~
6. Signs shall not be allowed that have visible moving, revolving, or rotating parts or visible mechanical movements of any description or other apparent visible movement achieved by electrical, electronic or mechanical means, or are designed to move upon being subject to wind or breeze; nor shall any sign have an optical illusion of movement by means of a design that presents an illusion of motion or changing of copy. Traditional barber poles and clocks shall not be subject



to this requirement; however, such devices shall be included in determining the allowable sign area for a building or use.

7. No sign shall have lights or illumination that flashes, moves, rotates, scintillates, blinks, flickers, varies intensity of color or uses intermittent electrical or electronic pulsation; ~~nor shall strings of light bulbs be used in connection with commercial premises for commercial purposes other than traditional holiday decorations.~~

8. Within the local historic district as established by Ordinance No. 777 and any amendment thereto, no internally illuminated signs shall be allowed. Outside the local historic district, opaque letters or designs set out from a building or sign face and lit by soft white illumination from behind the letters as well as internal illumination may be allowed ~~on new construction~~ within the federally designated Deadwood National Historic Landmark District, as indicated on the zoning map (see 17.68.010(B)). ~~However, no other type of internally illuminated signs shall be allowed within the federally designated Deadwood National Historic Landmark District, as indicated on the zoning map (see 17.68.010(B)), outside of the local historic district as established by Ordinance No. 777 and any amendment thereto.~~ All types of internally illuminated signs may be allowed outside of the federally designated Deadwood National Historic Landmark District, as indicated on the zoning map (see 17.68.010(B)).

9. Signs shall not be so illuminated by direct illumination such that light spills over onto adjacent properties.

10. Beacons and search lights shall not be allowed.

11. Continuous strings of pennants, flags, fringe or other similar decorations shall not be allowed. Such decorations may, however, be provided in association with the Fourth of July or other such state and local holidays as may be designated by the sign commission on request, and may not be put in place prior to ten (10) days nor remain in place after ten (10) days from the holiday. In particular, the flag of the United States of America represents a living country and is itself considered a living thing. No disrespect should be shown to the flag of the United States of America, which includes being used solely for advertising purposes. The flag of the United States of America shall not be placed to call attention to, decorate, mark, or distinguish the building on which it is placed. One flag of the United States of America is considered patriotic, while a string of flags of the United States of America is considered advertising and disrespectful, unless displayed according to the Fourth of July exception noted above, or pursuant to section 15.32.140(A)(14), below. Please also see United States Code, Title 4, Chapter 1 for a full explanation of the Flag Code.

12. No signs shall incorporate projected images, any sound that is intended to attract attention, or involve the use of live animals, fish or fowl.

13. No signs shall in any way obstruct the view of, be confused with or purport to be, an official traffic sign, signal or device or any other official sign.

14. No sign shall use any words, phrases, symbols or characters implying the existence of danger, or the need for stopping or maneuvering of motor vehicles or create in any other way an unsafe distraction of motor vehicle operators.

15. No signs shall obstruct the view of motor vehicle operators entering a public roadway from any parking area, service drive or private driveway, alley or other thoroughfare.

16. No sign shall obstruct free ingress to or egress from required door, window, fire escape or other required exit.

17. No sign shall remain beyond thirty (30) days after the activity, product, business, service or other use that is being advertised has ceased or vacated the premises. This provision shall not



apply to signs that are physically designated as landmarks, or to permanent signs to businesses that are open only on a seasonal basis, providing that there is clear intent to continue operation of the business.

18. Roof signs shall not be allowed.

19. Parked vehicles, including but not limited to automobiles, trucks, buses semitrailers, (attached or detached) trailers, mobile homes, boats, vans, etc., shall not be used as signs or sign structures. They shall not be placed where visible from a public right-of-way except when used in accordance with paragraph twelve of 15.32.140.

20. Any exterior, portable, freestanding or unattached signs, such as, but not limited to, a sidewalk sign or sandwich board sign shall not be allowed unless placed entirely on private property and not on a public sidewalk, roadway, or right-of-way. Any exterior, portable, freestanding or unattached signs in existence on May 1, 2019 shall be removed from public sidewalks, roadways, or right-of-ways. a minimum of three feet from the public right-of-way or if granted a variance by the sign commission.

21. Murals or supergraphics shall not be allowed.

22. Signs exhibiting phosphorescent or reflective paint shall not be allowed.

23. Signs exhibiting the word "casino" shall not be allowed.

24. Wind signs shall not be allowed.

25. Neon shall not be used to frame any window above the first story. Where used in the first story, the light tube must be shielded from exterior view.

~~26. Banners are generally not allowed. However, when used in connection with a special or civic event are allowed with a permit, at a rate related to fees listed in the city fee schedule, which is set and amended by resolution per business, per banner, per calendar year—multiple banners may be included in one application, however each banner in such application is subject to the fee; provided the event is sponsored by a not for profit organization or a governmental agency. Special events shall be designated by the city commission. The permit fee may be waived for a nonprofit organization, provided it obtains a permit from the city. All such banners and signs shall be allowed to be placed no sooner than seventy-two (72) hours prior to the beginning of the event and removed within forty-eight (48) hours after the termination of the event. All banners displayed under this clause must explicitly and clearly promote the special or civic event or include the promotion of Historic Deadwood by including the following language, "Welcome to Historic Deadwood." A permit must be obtained and issued by the zoning administrator and the building inspector. The banners must be approved by the zoning administrator and the building inspector.~~

~~—Banners hung pursuant to this section must primarily and principally specify the special or civic event, OR with the text "Welcome to Historic Deadwood" primarily and principally displayed. The banner must be made of water-resistant materials and placed on a building facade during the promoted special or civic event in compliance with the existing sign ordinance. It may not exceed ninety-six (96) square feet in area. No variances to this size limit may be approved by the planning and zoning commission. It shall be a single piece sign with no attachments or additions, including but not limited to, the addition of any handwritten letters or symbols. Only one (1) banner may be placed on any one (1) side of a building or facade. Banners may be placed on temporary structures, including but not limited to, stages or fences that are constructed for special or civic events. An applicant who wishes to appeal the decision of the zoning administrator and the building inspector may appeal to the planning and zoning commission as provided by statute. (Ord. 1242, 2016; Ord. 1237, 2015; Ord. 1175 (part), 2012; Ord. 1170 (part), 2012; Ord. 1126,~~



2009; Ord. 992 (part), 2002; prior code § 26-300)

**15.32.140 Allowed signs not subject to permit.**

A. The following signs are allowed within the city boundaries without being required to have a permit. All applicable provisions of this chapter shall apply other than the requirement for the sign permit and the sign permit fee. These signs shall not be counted against the total allowable sign area or total number of signs permitted for the premises.

1. Temporary, nonilluminated signs indicating the availability for sale, rent or lease of the specific lot, building or portion of a building on which the sign is displayed, provided that such signs do not exceed five square feet in area and four feet in height, and are limited to one such sign per lot, building, dwelling or business unit are allowed without a permit. Such signs shall not remain in place more than seven days after sale or rental of the subject property.

2. Signs required or specifically authorized for a public purpose by any law, statute or ordinance are allowed without a permit; such signs may be of any type, number, area, height above grade, location or illumination required or authorized by law, statute or ordinance under which such signs are required. No such sign shall be placed in a public right-of-way unless specifically required or authorized by law, statute or ordinance, and except for warning or informational signs or barricades of a temporary nature, such signs shall be permanently affixed to the ground, a building or other structure. Such signs shall not exceed the minimum number required to accomplish the purpose.

3. Signs commonly associated with and limited to information and directions related to the permitted use on the lot on which the sign is located are allowed without a permit provided that each such sign does not exceed one square foot in total area, is not directly illuminated, and contains no advertising.

This category shall be interpreted to include such signs as “no smoking,” “rest rooms,” “no solicitors,” “self-service,” “vacancy,” “fire exit,” and similar information signs.

4. Credit card advertisements or trade association emblems that are displayed together are allowed without permit, provided that the total area of all such signs combined does not exceed one square foot; such signs shall be displayed floating on window or door surfaces.

5. Signs erected by a federal, state, or local government agency directing persons to a building site or activity of historical significance are allowed without permit, provided that each such sign shall not exceed four square feet in area and shall not exceed six feet above grade in height. Such signs may be erected in a public right-of-way, with approval of the ~~building inspector~~ code official, or on private property, with the permission of the property owner.

6. An alarm device sign used to identify the company, person, representative, or agency to be contacted in case of activation is allowed without permit provided the area of each such sign shall be limited to one square foot.

7. Private traffic directional signs guiding or directing vehicular or pedestrian traffic onto or off a lot or within a lot are allowed without permit, provided that the area of each such sign does not exceed three square feet per sign face in area and six feet above grade in height, the sign does not contain any advertising or trade name identification and the sign is not illuminated or is indirectly illuminated. The erector of such signs shall be certain to consider pedestrian and vehicular clearances in placement of all signs.

8. No permit shall be required for text or copy changes on conforming or legal nonconforming signs specially designed to permit changes of text or copy thereof, provided that no structural changes are made to the sign, and provided that the name of the business, letter style, colors and materials are not changed.

9. Signs that are not visible beyond the boundaries of the lot or parcel on which they are located or from any public thoroughfare or right-of-way are allowed without permit, except that such signs shall be subject to the regulations of the Building Code adopted by the City and the Electrical Code adopted by the South Dakota Electrical Commission.

10. Official government notices and notices posted by government officers in the performance of their duties, and government signs to control traffic, identify streets, warn of danger or perform other regulatory purposes are allowed without permit. Identification or bulletin board signs accessory to government buildings or other facilities shall not be exempt from the provisions of this chapter.

11. Temporary or permanent signs erected by the city, public utility companies or construction companies to warn of danger or hazardous conditions, including signs indicating the presence of underground cables, gas lines and similar devices are allowed without permit.

12. Signs displayed on motor vehicles that are being operated or stored in the normal course of a business, such as signs indicating the name of the owner or business, which are located on delivery trucks, rental trucks and the like are allowed without permit, ~~provided that the primary purpose of such vehicles is not for the display of signs, and~~ provided that the vehicles are parked or stored in areas appropriate to their use as vehicles. Stored vehicles cannot be illuminated.

13. Cornerstones, commemorative tablets, and the like, when carved into stone, concrete, bronze, or other permanent material and made an integral part of a building or structure, provided that such markers have been approved by the Historic Preservation planning and zoning commission are allowed without permit, ~~but must be approved by the appropriate commission.~~

14. Flags, when the following criteria are met:

a. One flag per each twenty-five (25) lineal feet of primary frontage. Corner buildings shall count one, not both, street frontages;

b. There shall be a maximum of one flag per pole unless allowed per US Flag Code;

~~c. Flags flown shall only be the official flag of a current country, state of the United States, and city. A flag of the United States of America from 1876 to present day may be substituted for any of the allowed flags;~~

~~d. Flags for Commercial Use require a Permit Any other flag will be considered a wind-sign, and therefore not permitted;~~

e. Flagpoles may be mounted on fronts of buildings as an outrigger pole, not to exceed a forty-five (45) degree angle from vertical (pointed upward), and ten (10) feet in length, with a maximum flag size of four feet in width and six feet in length;

Flag poles may, as an alternative to an outrigger pole, be mounted on a roof or parapet-mounted flagpole. Such flagpole shall not be greater in length than twenty (20) feet or two-thirds the height of the building as measured from sidewalk to roof, whichever is less. Flag size shall follow the chart below.

Ground-mounted flagpoles shall not exceed the length as indicated in the chart below, nor shall flag size.

Height of Building	Height of Pole	Size of Flag
1 to 2 stories	20'-0"	4' wide, 6' long
3 to 5 stories	25'-0"	4' wide, 6' long



f. Publicly owned properties shall be exempt from the provisions of this subsection.

15. Signs advertising a candidate for public office, or signs advertising issues in a public election are allowed without a permit providing that the sign be displayed no sooner than thirty (30) days before the election and the sign shall be removed seven days following the election. Signs may not be displayed on public property and shall be compliant with City of Deadwood ordinance 2.04.015 Campaign Finance Requirements. A sign shall not exceed three square feet in area, and shall not exceed four feet in height. The materials for the sign may be wood, pasteboard, metal or other like materials. Neon, light strings, pennants, reflective paint or anything disallowed in Section 15.32.130 may not be used for such signs.

16. Temporary Sign, Construction. A temporary sign indicating the names of architects, engineers, contractors and similar persons or firms involved in the design, construction, or repair of a structure or project., provided that such signs do not exceed five square feet in area and four feet in height, and are limited to one such sign per lot, building, dwelling or business unit are allowed without a permit. Such signs shall not remain in place more than seven days after completion of the project on the subject property.

(Ord. 1170 (part), 2012; Ord. 1105 (part), 2008; Ord. 1082 (part), 2007; Ord. 992 (part), 2002; Ord. 964, 2000; prior code § 26-301)

**15.32.150 Allowed signs subject to permit.**

All other signs shall require a permit. Alteration of such sign shall also require an alteration of the permit by securing prior approval of the issuing agency. A written record of such approval shall be entered upon the original permit application and maintained in the files of the sign commission at the city. No alteration certificate shall be required when wording is the only alteration to a sign. Any sign authorized in this chapter is allowed to contain noncommercial copy in lieu of any other copy.

(Ord. 1170 (part), 2012; prior code § 26-302)

Banners are allowed only with an approved permit and when used in connection with a special or civic event sponsored by a not-for-profit organization or a government agency. A permit is available through the City, at a rate related to fees listed in the city fee schedule. A permit and fee applies to each banner, per calendar year - each banner shall require an application, each banner is subject to fee.

- (a.) Special events shall be designated by the city commission annually by resolution.
- (b.) The permit fee may be waived for a nonprofit organization, provided it obtains a permit from the city.
- (c.) Banners shall be allowed to be placed no sooner than seventy-two (72) hours prior to the beginning of the event and removed within forty-eight (48) hours after the termination of the event.
- (d.) Applicants are encouraged to include the City of Deadwood's logo on all banners to promote the branding of Deadwood.
- (e.) A permit must be reviewed and approved by the Zoning Administrator and the Code Official or their designee. Permits are not guaranteed to receive same day approval.
- (f.) All approved banners are issued permit stickers which must be displayed on the banner at all times.



- (g.) Banners shall not exceed ninety-six (96) square feet in area. No variances to this size limit may be approved by the planning and zoning commission.
- (h.) Banners shall be a single-piece with no attachments or additions, including but not limited to, the addition of any handwritten letters or symbols.
- (i.) Only one (1) banner may be placed on any one (1) side of a building or facade. Banners may be placed on temporary structures, including but not limited to, stages or fences that are constructed for special or civic events.
- (j.) An applicant who wishes to appeal the decision of the Zoning Administrator and the Code Official may appeal to the planning and zoning commission as provided by statute.
- ~~(a-)~~(k.) Applications for Banner Permits must be completed and received a minimum of forty-eight (48) hours prior to intended installation.

### **Article III. Administration--Permits--Enforcement**

#### **15.32.160 Sign review commission.**

The planning and zoning commission shall serve as the sign review commission for the city. (Ord. 1170 (part), 2012; Ord. 1096, 2008; prior code § 26-400)

#### **15.32.170 Permit costs.**

Sign and banner permits shall be charged at a rate related to fees listed in the city fee schedule, per sign or banner - multiple signs ~~or banners~~ may be included in one application, however each sign ~~or banner~~ in such application is subject to the fee. Each banner applied for must be on an individual application.

(Ord. 1251, 2016; Ord. 1170 (part), 2012; Ord. 1082 (part), 2007; prior code § 26-401)

#### **15.32.190 Submittals.**

The applicant for a sign permit shall provide to the city Code Official ~~building inspector~~ plans, elevations and details that completely illustrate the construction of the sign, its location on the building, its illumination, its fastening to the building and any other pertinent aspects. Such submittal shall include, but not necessarily be limited to, the following items:

A. Drawings of the sign at a scale of not less than one inch equals one foot scale when the longest dimension of the sign is ten (10) feet or less;

B. Drawings of the sign at a scale of one-half inch equals one foot when the longest dimension is greater than ten (10) feet;

C. The drawings shall show all dimensions, materials, and connections. In addition, the drawings shall illustrate the following: details of the construction of the sign; its placement on the building; elevational representations; location on the building; clearances to the building, electrical lines, required exit doors, vents and heights above grade; illuminating type; and signage copy including letter style wording, and any logos or representations.

D. The finished colors of the materials shall either be keyed to the elevations of the sign including samples of paint colors, or provided in a separate means of identification that indicates which elements of the sign are to be painted which color, and indicating and including samples of paint colors.

E. Particular attention should be paid to the anchor and support systems for all signage, with details provided, and a description of the type of material to which it is being attached with

particular attention to pull-out strength. (Care should be given to not damage historic building materials by attachment of signs.)

F. Historic photographs will be required to support certification of landmark signs in accordance with Article VI of this chapter.

G. Fully complete the sign permit application form, which is available at the office of the city Code Official building inspector, Deadwood City Hall, and [www.cityofdeadwood.com](http://www.cityofdeadwood.com).

H. Such submittals shall be given to the Code Official building inspector a minimum of twelve ~~seven~~ calendar days in advance of the next scheduled sign commission meeting.

(Prior code § 26-403)

## **Article IV. Design Considerations and Requirements**

### **15.32.200 Illumination.**

A. Within the local historic district as established by Ordinance No. 777 and any amendment thereto, no internally illuminated signs shall be allowed. Outside the local historic district, opaque letters or designs set out from a building or sign face and lit by soft white illumination from behind the letters may be allowed on new construction within the federally designated Deadwood National Historic Landmark District, as indicated on the zoning map (see 17.68.010(B)).

However, no other type of internally illuminated signs shall be allowed within the federally designated Deadwood National Historic Landmark District, as indicated on the zoning map (see 17.68.010(B)), outside of the local historic district as established by Ordinance No. 777 and any amendment thereto. All types of internally illuminated signs may be allowed outside of the federally designated Deadwood National Historic Landmark District, as indicated on the zoning map (see 17.68.010(B)).

B. Exterior signs shall not be illuminated by neon, the sole exception to this being historic landmark signs. Window signs may be illuminated by neon, but will be counted at one hundred (100) percent of their actual size for the purposes of Article V of this chapter.

C. Illumination of signs by direct lighting shall be accomplished in such a manner that light does not spill over onto adjacent properties.

D. Signs shall not have lights or illumination that flashes, moves, rotates, scintillates, blinks, flickers or varies in intensity or color. Signs shall not use intermittent electrical or electronic pulsations. Strings of light bulbs shall not be used in connection with commercial premises other than for traditional holiday decorations (See Section 15.32.130(7)).

(Ord. 1170 (part), 2012; prior code § 26-500)

### **15.32.210 Materials.**

A. Sign faces shall generally be made of wood, approved composite material, or metal within the federally designated Deadwood National Historic Landmark District, as indicated on the zoning map (see 17.68.010(B)). However, the decision as to which material is most appropriate shall be based upon historical evidence. In all cases the selection of such materials shall be based upon the historic evidence, the historic style of the architecture of the structure, and overall appropriateness. All exposed metal sign faces shall be painted.

B. Support systems shall generally be of metal. Such metal can be wrought iron, cast iron, or steel as most appropriate to the historic character and style of the architecture of the structure.

C. Plastic shall not be allowed unless the historical evidence shows otherwise and is completely documented by the applicant. Raised letters on wood or metal signs shall be made of high density, closed cell, polyurethane if the letters are painted.

D. No phosphorescent or reflective paint shall be used in any sign face or sign structure;



however, notwithstanding the above, metallic leafing such as gold leaf, silver leaf, and copper leaf may be used.

E. Exposed guy wire and turnbuckles are permitted only when necessary and will be reviewed in the context of the overall sign design.

F. Vinyl wrap used as the sign face shall be allowed in lieu of painting wood, composite, or metal.

(Ord. 1170 (part), 2012; Ord. 1020 (part), 2004; prior code § 26-501)

**~~15.32.220 Letter style.~~**

~~In general, the style of all text on a sign shall be compatible with the historic character of the building. For new buildings, the style of text shall be compatible with the historic character of the location within which the sign is proposed.~~

~~(Ord. 1170 (part), 2012; prior code § 26-502)~~

**15.32.230 Height.**

A. A sign must be placed at an adequate height that does not interfere with pedestrian or vehicular traffic. The bottom of a projecting or suspended sign and any projecting brackets shall be at least eight feet above the level of the sidewalk or pedestrian way. Wall signs shall be no less than three feet above grade.

B. Signs shall not be located such that there is less than three feet horizontal or eight feet vertical clearance from overhead electrical conductors that are energized in excess of seven hundred fifty (750) volts.

C. No sign or sign structure shall be erected in such a manner that any portion of its surface or supports will interfere with free use of any fire escape, exit or standpipe.

(Prior code § 26-503)

**15.32.240 Obstruction.**

~~A. No sign shall obstruct any window to the extent that light and/or ventilation is less than that required by any law or ordinance.~~

~~B.~~ In areas other than the locally-designated historic district, no visual obstruction shall occur in the sight triangle of a corner lot as described in the following: no portion of any sign or sign structure other than a pole twelve (12) inches or less in cross sectional diameter shall occupy the space between two and one-half feet and ten (10) feet above the street elevation in a triangular area formed by the right-of-way lines at such corner lot beginning from the point of intersection and extended in a straight line twenty (20) feet, and which points are joined to form a triangle. This regulation does not apply to wall signs.

C. No sign shall in any way obstruct the view of an official traffic sign, signal, device or any other official sign.

D. No sign shall obstruct the view of motor vehicle operators entering a public roadway from any parking area, service drive, private driveway, alley or other thoroughfare.

(Prior code § 26-504)

**15.32.250 Freestanding signs.**

Freestanding signs may be constructed of any material meeting the requirements of this article. Where such signs are located in vehicular parking and circulation areas, a base or barrier of concrete or steel, not less than thirty (30) inches high shall be provided to protect the base of the sign from possible damage from vehicles. Where any freestanding sign has a clearance of less than nine feet from the ground, a barrier or adequate protection to prevent hazard to pedestrians and vehicles shall be provided.

(Ord. 1170 (part), 2012; prior code § 26-505)

#### **15.32.260 Wall and fence signs.**

Signs located on fences or on walls that are not an integral part of a building shall be erected or mounted in a plane parallel to the fence or wall. Such signs are subject to all requirements of this chapter applicable to freestanding signs, including, without limitation, maximum area per sign, maximum sign height and number of permitted signs.

(Prior code § 26-506)

#### **15.32.270 Repairs and maintenance.**

Every sign shall be maintained in good structural condition at all times. All signs shall be kept neatly painted, including all metal parts and supports thereof that are not galvanized or of rust-resistant materials. The Code Official building inspector shall have the authority to inspect and to order the painting, repair, alteration or removal of a sign that constitutes a hazard to safety, health or public welfare by reason of inadequate repairs and maintenance, dilapidation or obsolescence. The cost of such painting, repair, alteration or removal shall be at the expense of the property owner or person entitled to possession of the property or sign. Upon the determination of such expense, the Code Official building inspector shall certify the cost to the finance officer. The finance officer then shall proceed as described in Section 15.32.180 of this chapter.

(Ord. 1170 (part), 2012; prior code § 26-507)

#### **15.32.280 Computation of sign area.**

The total area of a sign and the allowable sign area for a building of use shall be computed as follows:

A. In computing sign area, standard mathematical formulas for common geometric shapes such as triangles, parallelograms, circles, ellipses, or combinations thereof shall be used.

B. In the case of an irregularly shaped sign or a sign with painted letters and/or symbols directly affixed to or painted on the wall of a building, the area of the sign shall be the entire area within a single continuous perimeter of not more than six straight lines enclosing the extreme limits of writing, representations, emblem or other figure of similar character, together with any material or color forming an integral part or background of the display or used to differentiate such sign from the backdrop or structure against which it is placed.

C. In computing the total sign area, the sign structure is not included as long as it is less than five percent of the sign face area.

D. The total sign area shall include the vertical and horizontal spacing between the letters or symbols that comprise the word, words, or figures that convey the message.

E. All temporary and permanent attachments to signs or sign structures and the vertical and horizontal spacings between the sign and the attachments shall be included as part of the sign area for the sign to which they are attached.

F. Only one face of a double-faced sign shall be considered in determining the sign area. The faces of double-faced signs shall be set at not more than a forty-five (45) degree angle from parallel to each other. No sign shall have more than two faces, except for traditional three-dimensional figures without any written message, such as barber poles.

G. Business frontage used as the basis of determining permitted sign area for one use shall not be used again as the basis for determining the permitted sign area for another use. Nothing herein shall be construed to prohibit the additional use from erecting a sign that would otherwise be permitted by the provisions of this chapter. (Amended during 2004 codification; prior code § 26-508)

### **Article V. Sign Area, Type and Quantity Allowed**



### **15.32.290 Purpose of article.**

The following signs may be permitted in the following areas, subject to review of and approval by the sign commission.

(Prior code Ch. 26, Art. 6 (part))

### **15.32.300 Historic district.**

Within the local historic district as established by Ordinance No. 777 and any amendment thereto:

A. Residential Uses in Any Zone. One nonilluminated or indirectly illuminated identification sign, not to exceed two square feet in area shall be permitted for each residential use. If freestanding, such sign shall be located not less than five feet from any property line and shall not exceed five feet in height.

B. Commercial Uses (Whether Nonconforming, Use by Special Review, or Home Occupation) in Residential Zone. One nonilluminated or indirectly illuminated identification sign, not to exceed ten (10) square feet in area, shall be permitted for each building or use, whichever is less. If freestanding, such sign shall be located not less than five feet from any property line and shall not exceed five feet in height.

C. Commercial Uses in Nonresidential Zone. Each building in a commercial zone in which one or more commercial uses exist shall be allowed a maximum of two square feet of signage for each one foot of building frontage. Such signs shall be nonilluminated or indirectly illuminated, except in the case of landmark signs described in Article VI of this chapter or interior neon signs described in Section 15.32.200(B).

1. Wall Sign. One wall sign per public entrance so long as such entrances and signs are at least ten (10) feet apart. Such sign shall be attached parallel to the building and shall project not more than eight inches from the building surface. The maximum square footage of the sign is fifty (50) square feet. The maximum vertical dimension of the sign shall be two feet. The top of any wall sign shall be no higher than the lowest of the following:

- a. Twenty-five (25) feet above grade;
- b. The bottom of the sills of the first level of windows above the first story, except in the case of upper story business with exterior entrances;
- c. The lowest point of the roof surface, except in the case of a one-story building with a continuous horizontal parapet, the top of such parapet.

2. Projecting Sign. One projecting sign per public entrance so long as such entrances are at least ten (10) feet apart. Such signs shall be attached at right angles to a building, shall have no more than two faces, shall be located on the same facade as the public entrance and within reasonable proximity to that entrance, and:

- a. Shall project no more than six feet from the face of the building, or four feet back from the face of the curb, whichever is less;
- b. The maximum area of one face shall not exceed one square foot of signage for each one foot of building frontage, subject to a maximum of thirty-six (36) square feet;
- c. The top of the sign shall be no higher than is permitted for a wall sign on that building; and
- d. In the case of a building set back more than fifteen (15) feet from the nearest sidewalk, street or property line, a freestanding sign may be substituted for each allowable projecting sign. The area of the sign face shall be the same as for a projecting sign with a maximum of ten (10) square feet, and the bottom of the sign shall not be less than eight feet or more than twelve (12) feet above grade.

3. Window Sign. One sign per window is allowed. Total sign size is not to exceed twenty (20) percent of the total area of all the windows of the story on which the sign is placed, nor fifty (50) percent of the window in which it is placed. Window signs shall be painted on or gilded directly to the window. Such sign shall be counted at twenty-five (25) percent of its actual size when computing the sign area pursuant to this article. Other window signs shall be considered wall signs in accordance with subsection (C)(1) of this section.

4. Awning, Canopy and Marquee Signs.

a. Awning signs are signs painted or stitched on the canvas or fabric similar to canvas in appearance, or a movable awning or stationary canopy, and shall only be painted on the vertical face (valance) of the awning/canopy, which is parallel and perpendicular to the building face. These horizontal bands can be no higher than one foot in height. The square footage of these signs shall not be included in the computation of total available signage.

b. Marquee signs may be allowed by special review of the sign commission. Size, height, materials, and lighting shall be treated as a wall sign.

5. Mall Signs. For a shopping mall, a single sign identifying each business in the mall is permitted, provided that the area of that part of the sign devoted to each business shall be included in the total allowable sign area for that building.

6. Directory Signs. A directory sign for businesses with a common entrance shall be permitted adjacent to the entrance, provided such directory sign does not exceed six square feet. Such signage shall not be included in the computation of total available signage.

7. Shadow Boxes. In addition to the signs otherwise permitted, each business shall be allowed a shadow box or other display case, which will not project from a building or windows more than four inches and which shall not exceed four square feet in total area, for the purpose of displaying menus, entertainment, or other information regarding products or services provided by the business. Building frontage greater than thirty-five (35) feet will be allowed two shadow boxes.

Shadow boxes must be approved as to design and placement by the planning and zoning commission. Such signage shall not be included in the computation of other available signage.

8. Commercial Parking Lots. In commercial parking lots, a single sign identifying the name of the lot and any rules regarding its use is allowed. The square footage of the sign shall be calculated at two-thirds square foot per parking space subject to a maximum of thirty-six (36) square feet.

9. Freestanding Signs. The area of the sign face shall be the same as for a projecting sign, except with a maximum of ten (10) square feet, and the bottom of the sign shall not be less than eight feet or more than twelve (12) feet above grade.

(Ord. 1170 (part), 2012; Ord. 1105 (part), 2008; prior code § 26-600)

**15.32.310 Areas of the city outside the locally-designated historic district, but within the landmark district.**

Outside the historic district as established by Ordinance No. 777 and any amendment thereto, but within the federally designated Deadwood National Historic Landmark District, as indicated on the zoning map (see 17.68.010(B)):

A. All signs permitted in Section 15.32.300 will be permitted outside the historic district.

B. Wall, projecting and freestanding signs may exceed the limitations established by Section 15.32.300 as follows:

1. Wall signs:

a. for all areas zoned C1 Commercial, CE Commercial Enterprise, or CH Commercial



Highway, a maximum of two hundred fifty (250) square feet where the sign is setback more than fifty (50) feet from any public street, highway or thoroughfare of any kind, or ten percent (10%) of the wall face of the premises to which the sign relates, whichever is less, with a maximum vertical dimension of ten (10) feet;

b. for areas zoned C1 Commercial, CE Commercial Enterprise, or CH Commercial Highway, a maximum of one hundred fifty (150) square feet where the sign is setback between fifty (50) feet and fifteen (15) from any public street, highway or thoroughfare of any kind, or ten percent (10%) of the wall face of the premises to which the sign relates, whichever is less, with a maximum vertical dimension of seven (7) feet;

c. all other wall signs, regardless of zoning, within fifteen (15) feet from any street, highway or thoroughfare of any kind, subject to a maximum of sixty (60) square feet, or ten percent (10%) of the wall face of the premises to which the sign relates, whichever is less, with a maximum vertical dimension of three (3) feet; and

d. maximum height may be determined by the lowest point of the roof surface, except in the case of a one-story building with a continuous horizontal parapet, the top of such parapet;

2. Projecting signs: twenty (20) percent, subject to a maximum of forty-five (45) square feet;

3. Freestanding signs: maximum area of one hundred eighty (180) square feet, or ten percent (10%) of the wall face of the premises to which the sign relates, whichever is less, with no limitation on the bottom of the sign and maximum height no more than twenty (20) feet above grade.

(Ord. 1175 (part), 2012; Ord. 1170 (part), 2012; prior code § 26-601)

#### **15.32.315 Areas of the city outside the landmark district.**

Outside the federally designated Deadwood National Historic Landmark District, as indicated on the zoning map (see 17.68.010(B)):

A. All signs permitted in Sections 15.32.300 and 15.32.310 will be permitted outside the landmark district.

B. Wall, projecting and freestanding signs may exceed the limitations established by Sections 15.32.300 and 15.32.310 by the following proportions:

1. Wall signs: twenty (20) percent;

2. Projecting signs: twenty (20) percent;

3. Freestanding signs: twenty (20) percent; and

4. All sign heights remaining as set forth in Section 15.32.310.

(Ord. 1175 (part), 2012; Ord. 1170 (part), 2012)

## **Article VI. Historic Landmark Signs**

#### **15.32.320 Existing landmark signs.**

To be considered a landmark sign, the sign must be so certified by the historic preservation officer of the city. Until such certification, all signs in the city that are twenty-five (25) years of age or more are assumed to have provisional landmark status.

A. No existing landmark sign shall be removed or altered.

B. Landmark signs can be restored under the guidance of the city's historic preservation officer. Such signs are exempt from compliance with the regulations of this chapter, provided they are structurally sound and are not hazardous due to fire, electrical shock or other reasons.

C. Such signs shall be maintained in a safe condition by the owner of the signs or the buildings in which the signs are displayed. Failure to maintain a landmark sign in a safe condition shall be considered a violation of this chapter.

D. Landmark signs shall be counted at fifty (50) percent of their actual size when computing sign area pursuant to Article V of this chapter.

E. Removal relocation or alteration of a landmark sign requires a certificate of appropriateness from the Deadwood Historic Preservation Commission.

(Prior code § 26-700)

**15.32.330 Replication of landmark signs advertising business names.**

Any sign, advertising a business name, which existed in the city prior to 1940, but is no longer extant, may be replicated. Such replication must include size, shape, method of illumination (if any), materials, and text. When used on the building where the sign was originally located, such sign shall be counted at fifty (50) percent of its actual size when computing the sign area pursuant to Article V of this chapter. When used on a building other than the building where the sign was originally located, such sign shall be counted at seventy-five (75) percent of its actual size when computing the sign area pursuant to Article V of this chapter.

(Prior code § 26-701)

**15.32.340 Replication of landmark signs other than business names.**

A. Any sign, advertising products or services other than a business name, which existed in the city prior to 1940, but is no longer extant, may be replicated. Such replication must include size, shape, method of illumination (if any), materials, and text. Such signs may be replicated only at their historic location, and do not count against the total allowable signage.

B. This includes, but is not limited to signs painted on the sides of buildings.

(Prior code § 26-702)

**15.32.350 Documentation.**

Photographic documentation must be provided to assist the historic preservation officer of the city to make a determination of the accuracy and correctness of the proposed recreation of a historic sign.

(Prior code § 26-703)

Dated this 4th day of March, 2019.

CITY OF DEADWOOD

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

\_\_\_\_\_  
ATTEST: Jessica McKeown, Finance Officer

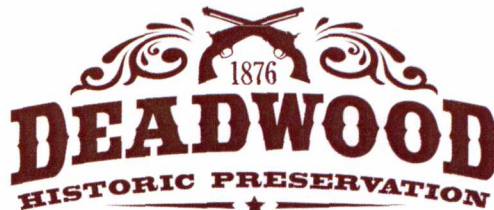
First Reading: March 4, 2019

Second Reading: March 18, 2019

Publish: March 20, 2019

Adopted: April 10, 2019





## MEMORANDUM

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**Date:** February 26, 2019  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** Proposed Sources and Uses of Funds for Outlaw Square

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The City of Deadwood has engaged Scull Construction Services, Inc. as the Construction Manager at Risk (CM@R) to construct Outlaw Square, Deadwood's public gathering space. The Square will be a premier outdoor entertainment venue accommodating and showcasing a diverse range of events while complementing and exploiting Deadwood's History.

Through the CM@R process, we will be provided a Guaranteed Maximum Price; however, this final number will be several weeks from now. The design team is in the process of finalizing the Design Development Phase of the project. From the Design Development drawings Scull Construction will provide updated cost estimates.

Throughout the entire process, the budget has been within the \$4,000,000 dedicated to the project from future Historic Preservation funding sources and State of South Dakota Future Funds. The opinion of probable costs based on the Schematic Design for the Square portion of the project appears within the anticipated budget (\$3,896,950); however, what was not been included in the overall Outlaw Square project budget at the beginning was the additional costs associated with demolition of existing building, Deadwood Street realignment, cathodic protection of water services, DOT street signalization and the City Creek retaining wall. These additional costs are approximately \$735,840.

Many of these added costs would be addressed in future projects through the Main Street Master Plan upgrades or other Capital Improvement Projects. Furthermore, during the trade of property with Super G Investments, the City Commission desired to use "bare land for bare land" appraisal numbers with the costs for the Pavilion Parking Lot being reimbursed to the City of Deadwood and then the City of Deadwood demolishing the Franklin Motor Lodge. Under this approach it is logical to utilize the reimbursement of the expenses associated with the demolition of the Pavilion and creation of parking lot to demolish the Franklin Motor Lodge and street realignment of Deadwood Street. This realignment was first identified in the 1991 Comprehensive plan and would be addressed in future project activities associated with the Main Street Master Plan project.

The now owned City Creek Retaining Wall is a contributing structure and qualifies for use of Historic Preservation funds for the repair and stabilization of this structure. Finally, city staff has been coordinating the street signalization and crosswalk upgrades with the South Dakota Department of Transportation. Portions of this project will be paid by the state.

The table below shows a breakdown of the opinion of probable costs based on the Schematic Design.

<b>Description</b>	<b>Budget</b>
General Requirements	\$400,925.00
Site Preparation & Demolition Work	\$353,500.00
Earthwork & Grading Work	\$175,000.00
Storm Drainage & Utility Work	\$83,950.00
Site Electrical & Lighting	\$400,000.00
Site Pavement & Concrete Work	\$231,500.00
Landscape & Irrigation Work	\$133,600.00
Streetscape Enhancements	\$126,903.00
Project Structures	\$1,635,830.00
Contingency & Construction Services	\$1,091,582.00
Total Project Cost	\$4,632,790.00

**Items Funded by Other Sources**

Building/Site Demolition	-\$102,916.00
Deadwood Street Demolition / Reconstruction	-\$190,922.00
Retaining Wall Construction	-\$371,052.00
Water Line Cathodic Protection Work	-\$48,697.00
DOT Concrete Work for Street Signalization	-\$22,253.00
Total Cost Saving	-\$735,840.00

Total Cost of Schematic Design Opinion	\$3,896,950.00
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The City of Deadwood has secured \$2,000,000 from the State of South Dakota through Future Funds for Deadwood's Outlaw Square. These funds are a match to the Historic Preservation Commission's \$2,000,000 of bonded funds committed to this project. The City has also received just under \$400,000 from Super G Investments for the reimbursement of the Pavilion Parking Lot project.

Below is staff's recommendation of sources of funding to complete the proposed Outlaw Square project and associated expenditures.

Outlaw Square

State of South Dakota	\$2,000,000.00	Future Funds
Historic Preservation Funds	\$2,000,000.00	2019 Bond Series
<i>Total Square costs</i>	<i>\$4,000,000.00</i>	

Associated Items: Retaining Wall

Historic Preservation Funds	\$400,000.00	2019 Bond Series
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Associated Items: Building Demolition & Street Alignment

City General Fund Supplement	\$400,000.00	Super G reimbursement
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The above sources of funds should cover total public enhancements for the square and surrounding area.



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## 2019 Series Deadwood HP Bond Package

The following pages identify a variety of projects which have been either identified to be included in the 2019 HP Bond Series. Staff has developed project descriptions and cost estimates for the projects at the direction of the appropriate commissions.

Below is the project title and estimated costs associated with each project.

<i>Bonded Projects Identified</i>	<i>Estimated Costs</i>
Public Gather Space	\$ 2,000,000.00
Retaining Wall Program	\$ 700,000.00
Main Street Master Plan Study	<u>\$ 300,000.00</u>
Total 2019 Bonded Projects	\$ 3,000,000.00

A joint meeting with the Deadwood City Commission, Historic Preservation Commission and Planning and Zoning Commission was held at 3:00 p.m. on January 22, 2019 for a work session in identifying these projects and direct staff to start the process of bonding for the first quarter of 2019.

If you have any questions or need additional information on any of these items please do not hesitate to contact the appropriate City department head. Thank you in advance for reviewing this document and preparing for healthy interactions and discussions as we plan our future and preserve our past.

Sincerely,



Kevin Kuchenbecker, Historic Preservation Officer  
City of Deadwood

## **Outlaw Square - Public Gathering Space**

**\$2,000,000**

### **Project Description**

The development of Deadwood's public gathering space, known as Outlaw Square, will be a premier outdoor entertainment venue accommodating and showcasing a diverse range of events while complementing and exploiting Deadwood's History. It is anticipated to become a destination and a new source for economic growth for Deadwood as well as the entire region. The following items were established by the stakeholders as guiding principles in meeting this vision:

- Outlaw Square will be a foundation for further revitalization of Historic Main Street as well as a destination for nearly two million visitors annually to the area.
- Outlaw Square will be professionally managed for activities and events to attract and entertain local residents and visitors.
- Outlaw Square will become the activity centerpiece of Historic Main Street and the focal point from which the community's historic architecture, arts community, eateries, shops and nightlife can be showcased.
- Outlaw Square will be developed with materials that respect and compliment the site and setting of the National Historic Landmark.
- Outlaw Square's programing will change with the seasons reflecting the areas culture and climate. The interaction with the visitors will include captivating features and activities inspiring people to return or spend another night.

The old city hall site across Historic Main Street from the Franklin Hotel now occupied by a parking lot and small motel is the location of Outlaw Square. The largest feature is multiuse greenspace, surfaced with turf for convertibility and maintenance in the summer and converted to ice skating or other winter activities in Deadwood's off season. This multi-use space is designed for both unstructured use and for gatherings related to a stage in one corner for performances and activities.

The design also incorporates a water feature to gain an insight to Deadwood's early placer mining history and for kids to engage in enjoying the cool water during the summer season. A simulation of a gallows assists in illuminating Deadwood's Old West image and provides signage for the square itself. Outdoor dining areas along the Silverado casino and seating off Main Street overlook this three-dimensional open space.

As part of the traffic pattern, Deadwood Street is being shifted to align with Shine Street and the site is designed to create shared space by eliminating part of the curb along this corridor. Finally, public restrooms and storage/office space is included along the four-lane to provide a buffer to the traffic and the square itself.

The City of Deadwood secured \$2,000,000 from the State of South Dakota through Future Funds for Deadwood's Outlaw Square. These funds are a match to the Historic Preservation's bonded funds committed to this project. A Construction Management-At-Risk (CMAR) contract is being used to move us through the final design stages and develop a Guaranteed Maximum Price.

The budget for the Outlaw Square itself has been estimated at a cost of \$4,000,000; however, there are additional costs outside the scope which makes sense to include

now in the construction of the square such as the Deadwood Street realignment, the retaining wall portion of City Creek, cathodic protection of waterlines and street signalization upgrades associated with DOT and the intersection of Deadwood and Pioneer Way. Table 1.1 illustrates preliminary budgetary items associated with the square based upon schematic design plans.

<b>Description</b>	<b>Budget</b>
General Requirements	\$400,925.00
Site Preparation & Demolition Work	\$353,500.00
Earthwork & Grading Work	\$175,000.00
Storm Drainage & Utility Work	\$83,950.00
Site Electrical & Lighting	\$400,000.00
Site Pavement & Concrete Work	\$231,500.00
Landscape & Irrigation Work	\$133,600.00
Streetscape Enhancements	\$126,903.00
Project Structures	\$1,635,830.00
Contingency & Construction Services	\$1,091,582.00
<b>Total Project Cost</b>	<b>\$4,632,790.00</b>
<b><u>Items Funded by Other Sources</u></b>	
Building/Site Demolition	-\$102,916.00
Deadwood Street Demolition / Reconstruction	-\$190,922.00
Retaining Wall Construction	-\$371,052.00
Water Line Cathodic Protection Work	-\$48,697.00
DOT Concrete Work for Street Signalization	-\$22,253.00
<b>Total Cost Saving</b>	<b>-\$735,840.00</b>
<b>Total Cost of Schematic Design Opinion</b>	<b>\$3,896,950.00</b>

**Table 1.1**

### ***Historic Preservation Eligibility***

The design and implementation of the public gather space must meet the *Secretary of the Interior's Standards for the Treatment of Historic Properties* as required by Section 24:52:10:04 of the Office of History's Administrative Rules. The costs of this project is allowed under Section 24:52:10:09-2 of the South Dakota Office of History's Administrative Rules. Allowable cost include public improvements, involving the whole of infrastructure installation, repair, and improvements; public facilities; public fixtures; and recreational installations to the extent that they support, enhance, and protect the historic buildings, sites, properties, and features of Deadwood.

### ***Anticipated bonded funds allocated to Public Gathering Space (Outlaw Square)***

The total cost of Outlaw Square is projected at \$4,000,000 with the State of South Dakota providing \$2,000,000 in Future Funds through the Governor's Office of Economic Development. Historic Preservation Commission has committed up to \$2,000,000.00 of future bonded funds to this project. The City has also received just under \$400,000 from Super G Investments for the reimbursement of the Pavilion Parking Lot project which would be allocated to the project along with \$400,000 under the bond line item of historic preservation retaining wall program.



## **Main Street Master Plan**

**\$ 300,000.00**

### **Project Description**

In 2018, the City of Deadwood began to look at the reconstruction of Deadwood's historic Main Street. In order to fully understand the aging infrastructure with faulty water valves, deteriorating surface of street bricks and the need to become more compliant with ADA accessibility, the services of a design team is necessary to develop the scope of work and thoroughly address the multidiscipline and magnitude of the project. This major project results in a total reconstruction of Main Street beginning at the west end at Armory Street and extending to the intersection of Highway 14A/85 at the east end of the core historic district. This construction is anticipated to also include side streets and alleys located one block either side of Main Street. These are Pine Street, Deadwood Street, Lee Street, Gold Street and Wall Street.

Major design issues of the Main Street Master Plan will focus on historic preservation, urban planning, "Special Event" management, safety and security, infrastructure reconstruction, pedestrian access, Main Street amenities, landscaping, public space development, and all while working within the National Historic Landmark District.

The City of Deadwood's Historic Preservation Commission has engaged the services of a professional design team experienced in providing design and urban planning services of the kind indicated within historic districts with a strong understanding of historic preservation and community development. The firm has demonstrated they can oversee and collaborate with various subcontractors including but not limited to, architectural firms, general contractors and specialty trade services.

The development of the Master Plan will include a robust public outreach effort. This is likely to include: Public Meetings and Other Events to engage the greatest numbers of people and to highlight a diversity of ideas; Focus Groups and Stakeholder Meetings to appeal to special stakeholders or interest groups who wish to participate in more specific discussions about matters of interest to them including the local business community and preservation advocates; and, Online Interaction to provide deliverables, announcements and report drafts in PDF format so they can be uploaded to the City's web page.

Through this Master Plan process the a design framework plan will be developed which identifies key entry points, circulation, parking, event space and areas of distinct character, which function together, and indicate how they can be linked in an overall framework. The plan will reinforce consistent policies for the entire Downtown area while also providing specific guidance for Main Street. The plan will consider the Secretary of Interiors Standards when considering any impacts to historic resources. In addition, the historic design context will also be considered when evaluating design alternatives and placemaking features for Main Street. These efforts will lead to specific preliminary engineering plan drawings that are designed to be carried forward quickly into construction document preparation.

The existing surfacing will be accessed and recommendations for a brick paver / concrete pavement section from face to face of buildings on Main Street, Pine Street, Lee Street, Gold and Wall Streets. This will allow for ADA compliance throughout the



intersections and mid-block crossings. Other surface and landscape features will be included based on the Deadwood Main Street Master Plan.

The design and construction will also replace all existing water valves, sanitary sewer, storm sewer, gas, electrical, telephone, and cable utilities including extension of new services to the various businesses as required.

Prior to design an investigation of each business utility service requirements and sidewalk basement locations will be performed. This investigation will document the construction to be done, notify the owners of potential improvements, and provide design criteria necessary to size the services for each building.

It is anticipated the Master Plan will span up to two years allowing us to refine the design and the initial Cost Estimate for the project.

***Preliminary Cost Estimate for Main Street Master Plan Study***

**Phase 1: Background & Preliminary Cost Estimates**

Task 1.1 Review and Collect Background Materials	<i>Task Completed</i>
Task 1.2 Expedited Cost Estimates for Bond Issue	<i>Task Completed</i>
Task 1.3 Events Analysis	<i>Task Completed</i>

**Phase 2: Existing Conditions and Design Charrette** \$161,367.00

Task 2.1 Comprehensive Existing Conditions Analysis
Task 2.2 Conduct Design Charrette

**Phase 3: Develop Action Plan** \$122,515.00

Task 3.1 Develop Draft Main Street Master Plan
Task 3.2 Present Draft Main Street Master Plan
Task 3.3 Develop Final Plan and Implementation Strategy
Task 3.4 Present Final Plan for Adoption

**Project Administration & Travel Expenses** \$16,363.00

**Total Cost remaining of Master Plan development** \$300,245.00

**Table 1.1**

***Historic Preservation Eligibility***

The design and implementation of the Main Street Reconstruction must meet the *Secretary of the Interior's Standards for the Treatment of Historic Properties* as required by Section 24:52:10:04 of the Office of History's Administrative Rules. The costs of this project is allowed under Section 24:52:10:09-2 of the South Dakota Office of History's Administrative Rules. Allowable cost include public improvements, involving the whole of infrastructure installation, repair, and improvements; public facilities; public fixtures; and recreational installations to the extent that they support, enhance, and protect the historic buildings, sites, properties, and features of Deadwood.

***Anticipated bonded funds allocated to Main Street Master Plan Study***

The total cost of Main Street Master Plan is anticipated at \$300,000.00.



## Retaining Wall Projects

**\$ 700,000.00**

### Project Description

Deadwood is situated within a relatively narrow gulch resulting in an extensive network of cuts and fills held in place by a variety of rock retaining walls which were necessary to develop the steep hillsides for residential construction and roadways. The purpose of the Retaining Wall Program is to financially assist property owners and the City of Deadwood with the restoration and protection of Deadwood's historic retaining wall structures using quality materials and craftsmanship to ensure the architectural and historic integrity of the district. Retaining walls in the Deadwood National Historic Landmark District determined to be a historic feature, threaten a contributing resource, or are in a condition that threatens individual life safety qualify for this program.

For reference, in the last ten years over \$3.2 million has been spent on retaining walls. (Table 2.1)

<i>Expenditures from Retaining Wall line item 2008 – 2017</i>			
2008	\$ 146,266.58	2015	\$ 221,001.46
2009	\$ 281,043.33	2016	\$ 643,383.52
2010	\$ 115,668.10	2017	<u>\$ 59,551.15</u>
2011	\$ 586,020.08		
2012	\$ 495,586.96	Total '08-'18	\$ 3,204,713.45
2013	\$ 129,011.41		
2014	\$ 527,180.86	Yearly Average	\$ 320,471.35

**Table 2.1**

Currently 16 private sector retaining walls have been entered into the program and are waiting for funding to construct. Several of the walls could be considered as life-safety issues and are priority projects. (Table 2.2)

<i>Projected Cost Estimate for Residential Retaining Walls</i>			
18 Jefferson	\$ 150,000.00	316 Williams	\$ 60,000.00
57 Lincoln	\$ 40,000.00	320 Williams	\$ 120,000.00
27/21 Lincoln	\$ 40,000.00	336 Williams	\$ 100,000.00
26 Washington	\$ 60,000.00	562 Williams	\$ 150,000.00
74 Van Buren	\$ 70,000.00	51 Pleasant	\$ 180,000.00
5 Harrison	\$ 50,000.00	57 Forest	\$ 120,000.00
850 Main	\$ 60,000.00	31 Burnham	<u>\$ 120,000.00</u>
26 Fremont	\$ 70,000.00		
299 Williams	\$ 350,000.00	Total	\$ 1,740,000.00

**Table 2.2**

Additionally four city walls have identified for the retaining wall program and engineering for these walls are in various stages of completion. All of these walls either hold up City streets or adjacent city owned property. (Table 2.3)

<i>Projected Cost Estimate for City Retaining Walls</i>			
Raymond St.	\$ 300,000.00	City Creek	<u>\$ 400,000.00</u>
Denver/Williams	\$ 250,000.00		
291 Williams	\$ 140,000.00	Total	\$ 1,090,000.00

**Table 2.3**

The City has retaining walls which hold up the street in addition to the project already identified in Table 2.3. Those walls are on Centennial Street, Forest Avenue, Jackson Street, Jefferson Street, Lincoln Avenue, Madison Street, Selbie Street, Taylor Avenue, Terrace Avenue, and Washington Street.

Finally several historic walls hold up Main Street and are associated with sidewalk basements with the adjacent buildings. These walls were identified during preliminary work for the Main Street Master Plan and work must be completed on these walls during the reconstruction of sidewalks and ADA updates. (Table 2.4)

<i>Projected Cost Estimate for Main Street Sidewalk Basement Walls</i>			
666 Main	\$ 50,000.00	677 Main	\$ 125,000.00
633 Main	\$ 60,000.00	<u>650 Main</u>	<u>\$ 50,000.00</u>
628 Main	\$ 75,000.00		
		Total	\$ 360,000.00

**Table 2.4**

The above projected cost was prepared at the Historic Preservation Office's request by Albertson Engineering, Inc. of Rapid City, SD on November 30, 2018. Albertson Engineering is the firm who engineers most of the Retaining Wall projects for the City of Deadwood's Historic Preservation Commission.

### ***Historic Preservation Eligibility***

Only historic retaining walls, or walls affecting life-safety, are eligible for the program and projects must meet the *Secretary of the Interior's Standards for the Treatment of Historic Properties* as required by Section 24:52:10:04 of the Office of History's Administrative Rules. The costs associated with this program are allowed under Section 24:52:10:09-1 of the South Dakota Office of History's Administrative Rules. Allowable costs include Expenditures for restoration, rehabilitation, preservation, reconstruction, and stabilization of historic properties, structures, and features in Deadwood if they are in conformance with the applicable standards.

### ***Anticipated bonded funds allocated to Retaining Walls***

The total cost of the retaining wall projects exceed proposed bonded funds allocation but priority walls need to be completed in the next two years including the City Creek Retaining Wall project associated with the construction of the public gathering space allowing a total allocated bonded funds with this series of bonds to \$700,000.00.



**RESOLUTION NO. 2019-07**

A RESOLUTION RELATING TO HISTORIC RESTORATION AND PRESERVATION PROJECTS; AUTHORIZING THE ISSUANCE OF HISTORIC PRESERVATION OBLIGATIONS; AUTHORIZING OFFICERS OF THE CITY TO APPROVE, EXECUTE AND DELIVER CERTAIN AGREEMENTS AND DOCUMENTS RELATING TO THE OBLIGATIONS

BE IT RESOLVED by the City Commission of the City of Deadwood, South Dakota, as follows:

Section 1. Findings. It is hereby found, determined and declared that:

(A) The City of Deadwood (the "City"), in the County of Lawrence and State of South Dakota (the "State"), is a political subdivision of the State and a body corporate and politic.

(B) Under the laws of the State, the City is possessed of all powers which are necessary, requisite or proper for the government and administration of its local and municipal matters, and all rights and powers that now or hereafter may be granted to municipalities by the laws of the State.

(C) Pursuant to Article III, Section 25 of the State Constitution and South Dakota Codified Laws, Chapter 42-7B (the "Gaming Act"), certain gaming operations are authorized within the City, certain revenues with respect to which are applied by the State in accordance with the Act. Pursuant to Section 42-7B—48 and -48.1 of the Gaming Act, the net municipal proceeds of such revenues (the "Net Municipal Proceeds") are remitted to the City for deposit in the historic restoration and preservation fund (the "Fund") established by Chapter 3.24 of the Deadwood Municipal Code. The City is authorized under Chapter 9-12 and Sections 9-52-29 to -31, South Dakota Codified Laws (together, the "Lease Act") to acquire property by lease, including annual appropriation lease.

(D) As authorized by the Lease Act, the City has determined that it is necessary and desirable to issue obligations (the "Historic Preservation Obligations") payable, to the extent of appropriation and on a parity with any other obligations issued on a parity basis and payable therefrom, from the Net Municipal Proceeds for the purpose of financing historic restoration and preservation improvements, including those described in the Main Street Master Plan and Outlaw Square project, consisting of demolition, street and utility relocation and construction, seating areas, retaining walls, recreational amenities, historic features and related costs (the "Project").

(E) The Historic Preservation Obligations shall be issued in an aggregate principal amount not to exceed \$3,000,000 to pay costs of the Project, plus amounts necessary to fund or finance a reserve fund, if necessary, and pay costs of issuance of the Historic Preservation Obligations, including an underwriter's discount not exceeding 1.5% of the principal amount of the Historic Preservation Obligations, bond insurance premium, if necessary, and original issue discount (not to exceed 2% of the principal amount of the Historic Preservation Obligations), if any.

(F) The Historic Preservation Obligations may be issued in one or more series in one or more calendar years; may be issued under and pursuant to one or more indentures of

trust, administrative resolutions or lease-purchase agreements; may mature on any date on or prior to thirty (30) years following the date of issuance; shall be made payable from the Net Municipal Proceeds; subject to annual appropriation by the City; shall bear interest at the rate or rates provided in such Historic Preservation Obligations, provided that the average yield on the Historic Preservation Obligations shall not exceed 3.75% and shall provide for such other terms as the officers of the City executing such Historic Preservation Obligations shall approve.

Section 2. Authorization of Historic Preservation Obligations.

(A) The City hereby authorizes the issuance of the Historic Preservation Obligations in accordance with the provisions of the Act and this Resolution.

(B) The Historic Preservation Obligations shall be special, limited obligations of the City, and the Historic Preservation Obligations shall not constitute general obligations of the City.

(C) The law firm of Dorsey & Whitney LLP, in Minneapolis, Minnesota, is hereby appointed as bond counsel and disclosure counsel for the Historic Preservation Obligations, and Dougherty & Company LLC is hereby appointed as underwriter (the "Underwriter") for the Historic Preservation Obligations.

Section 3. Offering Documents. The Mayor, the Finance Officer and the City Attorney are authorized, in cooperation with the Underwriter, to prepare one or more offering documents, term sheets, requests for proposals or other disclosure materials to be distributed to prospective purchasers of the Historic Preservation Obligations (whether one or more, the "Official Statement"). The Mayor and the Finance Officer are hereby authorized and directly to approve, and, if requested, to execute the Official Statement.

Section 4. Authorization of Documents. In connection with the authorization, issuance and delivery of the Historic Preservation Obligations, the officers of the City designated by Section 5 of this resolution shall enter into, execute and deliver any of the following documents:

(A) one or more indentures or supplemental indentures, ground leases, lease-purchase agreements or supplemental leases with a trustee, as applicable, to be appointed hereafter pursuant to said documents to provide for the issuance of the Historic Preservation Obligations and setting forth the terms thereof;

(B) one or more bond or certificate purchase agreements or similar agreement providing for sale of the Historic Preservation Obligations;

(C) one or more continuing disclosure agreements or undertakings satisfying the requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended; and



(D) such other documents, agreements or instruments as may be necessary to make covenants and recite facts required to demonstrate the validity, enforceability and priority of the Historic Preservation Obligations under the laws of the State and to assure the exclusion of the interest thereon from the gross income of the owners of the Historic Preservation Obligations, if issued as tax-exempt, under the Internal Revenue Code of 1986, as amended, and to effectuate the terms and intent of this resolution. The execution and delivery of such documents is hereby authorized and directed, the documents to be in such form and to contain such terms, consistent with this resolution, as the officers of the City designated herein shall determine to be necessary and desirable.

Section 5. City Officers. The Mayor and City Finance Officer are hereby authorized and directed to execute and deliver the documents authorized by Section 4 hereof. Execution and delivery of such items by the Mayor and City Finance Officer shall constitute evidence that such items are consistent with the terms of this resolution and have been duly authorized, executed and delivered by the City and are enforceable against the City in accordance with their terms, subject to customary exceptions relating to bankruptcy, reorganization, insolvency and other laws affecting creditors' rights. The Mayor, City Finance Officer and City Attorney are further authorized to take such other actions as may be required to effectuate the terms and intent of this resolution. In the event of the absence or disability of the Mayor or City Finance Officer, such other officers of the City as may, in the opinion of the City Attorney, act in the absence of such officers, are hereby authorized to act in the place and stead of the Mayor and City Finance Officer, and to take all actions and execute all documents approved hereby.

Section 6. Ratification. All actions heretofore taken by the City or any of its officers in connection with the Historic Preservation Obligations are hereby ratified and confirmed.

Section 7. Amendment. This resolution may be amended at any time prior to the issuance of the Historic Preservation Obligations by adoption of an administrative resolution.

Dated this 4th day of March, 2019.

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

(SEAL)

ATTEST:

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Jessica McKeown, Finance Officer

Adopted: March 4, 2019  
Published: March 14, 2019  
Effective: April 6, 2019