

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA

Regular Meeting
5:00 p.m. Tuesday, February 19, 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. Presentation-Deadwood Police Department Officer of the Year
- B. Ron Robley – Citizen concern regarding snow removal and angle of road on Wabash Street (page 31)

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 to buy tire chains for one of our motor graders in the amount of \$20,388.00 from Sturdevants. (To be paid for from Street Dept. Supplies line item.)
- B. Permission to buy tire chains for one of our front end loaders in the amount of \$12,568.00 from Strudevants. (To be paid for from Street Dept. Supplies line item.)
- C. Make 2019 budgeted allocation to Victims of Violence Intervention Program in the amount of \$2,000 from Bed and Booze Fund. (page 37)
- 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 10th 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 \$126,990.00 payment to Scull Construction Service, Inc. for Phase 1 Design of Outlaw Square, per original CMAR Contract. (Paid from Future Fund Account with State Proceeds receipted to Bed & Booze.)
- J. Permission to enter contract with Jaci Conrad-Pearson to collect and transcribe ten oral histories in the amount not to exceed \$6,750. (2019 Budgeted Item.) (page 38)
- K. Permission to enter in contract with DocuTech to microfilm and PDF 46 Lawrence County Ledgers at a cost not to exceed \$5,500. (2019 Budgeted Item.) (page 39)
- L. Permission to pay PL Carpentry \$8,979.96 to install historical soda fountain. (Expense will be paid thru HP Capital Assets and Reimbursed from Ms. Flores thru lease agreement.) (page 58)
- M. Resolution 2019-5 Surplus City Owned Real Estate Lot 4A-1 and Lot 4A-2, Block 3. (page 60)
- N. Sign Deed and CREV for Lot 4A-1 and Lot 4A-2. (page 61)
- O. Resolution 2019-6 Surplus Trolley in the amount of \$5,000 to the Hill City Chamber of Commerce. (page 64)
- P. Permission to use CSS Services, as needed, for IT contracted services at a rate of \$75 per hour.

7. BID ITEMS

8. PUBLIC HEARINGS

- A. Hold public hearing for Retail (on-off sale) Wine License (RW-21479), and Retail (on-off sale) Malt Beverage (RB-21478) transfer from Broken Arrow Trading Company to H&H Deadwood, LLC dba Deadwood Winery at 696 Main Street (page 65)
- B. Hold public hearing for Sturgis Camaro Rally: Main Street parking 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 June 28 (page 66)
- C. Hold public hearing for Forks Corks Kegs Event: open container in zones 1 and 2 April 5 and 6 (page 70)
- D. Hold public hearing for Deadwood Mickelson Trail Marathon: use of Sherman Street Lot June 1 and June 2, and use of Event Center parking area on June 2. (page 74)

9. OLD BUSINESS

10. NEW BUSINESS

- A. Second Reading of Ordinance # 1290 Creating Chapter 12.54 Parks and Recreation Areas. (page 81)
- B. Act as Board of Adjustment and approve or deny final plat of Lot C1, C2, and Common Lot B of the Stage Run Addition. Approved by Planning and Zoning on 2/6/19 (page 83)
- C. Act as Board of Adjustment and approve or deny final plat of Deadwood City Shop Tracts A-1 and A-2. Approved by Planning and Zoning on 2/6/19 (page 87)

- D. Petition for Voluntary Annexation Lot 4, of Mineral Survey 166. Accept or Deny Petition (page 91)
- E. Petition for Voluntary Annexation Tract A1, of Majestic Heights. Accept or Deny Petition. (page 96)
- F. Permission to apply for funding from “Action and Implementation for Mitigation Partnership” to help in developing “Community Wildfire Risk Assessments” to aid in our Firewise program. (page 100)
- G. Accept letter of retirement from Donald Kryger effective April 3, 2019, from the Parks Department, with possible action. (page 111)
- H. Approve 2019 Round 1 - Outside of Deadwood Grants in the amount of \$50,000, as recommended by HP Commission 2/13/19. (page 112)
- I. Approve 2019 Advocacy Funding Request from the Chamber of Commerce in the amount of \$7,875.00. (2019 Budget Advocacy Line Item) (page 119)
- J. Permission for 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. (page 125)

11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

- A. Recreation Center will be closed March 10th - 16th for cleaning.

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 4, 2019 UNAPPROVED

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 Charlie Struble and Gary Todd. Commissioner Sharon Martinisko was absent. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Struble moved, Todd seconded to approve the minutes of January 22, 2019. Roll Call: Aye-All. Motion carried.

JANUARY, 2019 PAYROLL: COMMISSION, \$3,346.14; FINANCE, \$27,057.42; PUBLIC BUILDINGS, \$11,551.42; POLICE, \$105,464.31; FIRE, \$8,060.46; BUILDING INSPECTION, \$6,213.01; STREETS, \$47,520.95; PARKS, \$36,268.15; PLANNING & ZONING, \$7,816.32; LIBRARY, \$9,848.48; RECREATION CENTER, \$21,710.59; HISTORIC PRESERVATION, \$25,328.09; WATER, \$25,306.36; PARKING METER, \$13,763.65; TROLLEY, \$27,107.04; PARKING RAMP, \$968.76. **PAYROLL TOTAL: \$377,331.15.**

JANUARY, 2019 PAYROLL PAYMENTS:

Internal Revenue Service, \$90,837.53; S.D. Retirement System, \$45,479.82; Delta Dental, \$4,421.96.

APPROVAL OF DISBURSEMENTS

Todd moved, Struble seconded to approve the February 4, 2019 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS	SERVICE	4,558.77
A & B WELDING	SERVICE	171.61
ABSOLUTE LOG HOMES	SERVICE	698.53
ACE HARDWARE	SUPPLIES	105.97
ACE INDUSTRIAL SUPPLY	SUPPLIES	5,626.00
ADAMS	SUPPLIES	60.52
ALBERTSON ENGINEERING	PROJECT	5,135.25
ALSCO	SUPPLIES	401.96
AMERICAN PUBLIC WORKS	RENEWAL	340.00
ANCESTOR CONCRETE	PROJECT	9,795.00
ARLETH LAND SURVEYING	PROJECT	2,710.00
ATCO INTERNATIONAL	SUPPLIES	277.00
AUGUSTANA COLLEGE	CONFERENCE	750.00
BAXTER, SEAN	CONFERENCE	59.00
BH TITLE	REPORT	500.00
BOYS & GIRLS CLUB	ALLOCATION	5,000.00
CENTURY BUSINESS	CONTRACT	454.64
CHAINSAB CENTER	SUPPLIES	84.67
CHANEY-MOODIE, JEANETTE	REIMBURSEMENT	1,270.37
DATA FLOW	CHECKS	236.56
DVFD	REIMBURSEMENT	127.74
EAGLE ENTERPRISES	SUPPLIES	600.88
ECOLAB	SERVICE	410.79
EMERY-PRATT	BOOKS	46.74
FASTENAL	SUPPLIES	273.39
FIRST BAPTIST CHURCH	LEASE	3,600.00
FIRST NATIONAL CREDIT	SUPPLIES	2,573.08
GADGET TECHNOLOGY	SUPPLIES	101.94
GALLS	SUPPLIES	262.76
GAYLORD BROS.	SUPPLIES	88.80
HAWKINS	SUPPLIES	1,042.58
HEIMAN FIRE	SUPPLIES	187.77
HELPLINE CENTER	ALLOCATION	1,000.00
JACOBS WELDING	SERVICE	2,094.39
KNECHT	CEDAR	516.00
KRUZEL, TOM	REIMBURSEMENT	65.90
KUCHENBECKER, KEVIN	REIMBURSEMENT	59.00
L&L INSULATION	PROJECT	6,750.00
LAWRENCE CO. REGISTER	FEES	120.00
LOWE ROOFING	PROJECT	29,334.00
LYNN'S	SUPPLIES	48.39
MACROVISION	PROJECT	200.00
MIDWEST TAPE	DVDS	157.42
MIKE VAGA PLUMBING	PROJECT	5,964.45
MDU	SERVICE	12,024.07
MOSHER, ANDREW	CONFERENCE	59.00
MS MAIL	SERVICE	75.00
NELSON, ROBERT JR.	REIMBURSEMENT	157.08
NETWORK SERVICES	SUPPLIES	327.13
NORTHERN HILLS ALLIANCE	ALLOCATION	10,000.00
NORTHERN HILLS CASA	ALLOCATION	5,720.00
NORTHWEST PIPE FITTINGS	SUPPLIES	139.86
ONSOLVE	SERVICE	1,500.00
OSBORN, JANET	REIMBURSEMENT	60.34
PEARSON, TRAVIS	CONFERENCE	216.08
PHILLIPS, SAMUEL	BOOKS	20.00
PRESERVATION ACTION	MEMBERSHIP	100.00
QUIK SIGNS	SIGNS	389.93
QUILL	SUPPLIES	303.66

REGULAR MEETING, FEBRUARY 4, 2019 UNAPPROVED

RASMUSSEN MECHANICAL	SERVICE	5,360.48
RUTH JR., DAVID	REIMBURSEMENT	189.08
S AND C CLEANERS	SERVICE	3,310.00
SANFORD, TY	CONFERENCE	59.00
SD FEDERAL PROPERTY AGENCY	SUPPLIES	61.50
SD PUBLIC HEALTH LAB	TESTING	30.00
SERVALL	SUPPLIES	1,296.45
SHAFFER, CORY	REIMBURSEMENT	152.91
SIERKS, JENA	CONFERENCE	59.00
SIOUX FALLS RUBBER STAMP	STAMPS	124.05
SOUTHSIDE OIL	FUEL	9,408.42
SPECIALTY INSTALLATION	CURTAIN	6,365.00
TCF	TROLLEYS	9,400.86
TEEN COURT	ALLOCATION	8,500.00
TRIPLE K	SERVICE	1,899.87
TWILIGHT	SUPPLIES	25.90
TWIN CITY HARDWARE	SUPPLIES	2,507.76
UMENTHUM, KEITH	PROJECT	133.50
VAST	SERVICE	3,259.81
VERIZON	SERVICE	133.52
WELLMARK	INSURANCE	52,884.16
		TOTAL \$230,115.29

ITEMS FROM CITIZENS ON AGENDA

Concern

Resident Ron Robley requested to continue until next regular Commission meeting on February 19, 2019.

CONSENT

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

- A. Make 2019 budgeted allocation to Northern Hills Recreation Association in the amount of \$15,000.00 from Bed and Booze Fund.
- B. Make 2019 budgeted allocation to Boys and Girls Club of the Black Hills in the amount of \$12,500 from Bed and Booz Fund.
- C. Permission for Mayor to sign agreement with ACES (Affordably Creative Engineering Services, Inc.) for design services for Upper Main Street/Highway 14A Project.
- D. Reappointment of Dawn Burns and Raul Ponce de Leon to the Library Board, each for a three-year term to expire 12/31/2021
- E. Permission to purchase 5500 gallons of gas from Southside Oil at \$1.71 per gallon.
- F. Permission to purchase a sanding box for new sanding truck from Big Tex Trailers for \$5,728.00 (budgeted item)
- G. Permission to purchase a snow plow for new sanding truck from Big Tex Trailers for \$6,629.00 installed (budgeted item)
- H. Pass Resolution 2019-04 Establishing Cash Designations for 2018

Resolution 2019-04

A RESOLUTION TO ESTABLISH CASH DESIGNATIONS

Be it resolved by the Deadwood City Commission that the City of Deadwood approved the establishment of cash reserves in the following funds for future capital expenditure purposes per SDCL 9-21-14.1 as of December 31, 2018:

General Fund Designated for Equipment Replacement-	
Streets Department	\$ 60,000.00
Parks Department	\$ 12,000.00
General Fund Designated for Fire Truck:	\$ 348,509.00
Business Improvement District #7 Designated for Convention Center:	\$ 366,684.80
Parking and Transportation Designation for Trolley Replacement:	\$ 181,168.00

Dated this 4th day of February, 2019

ATTEST:

/s/ Jessica McKeown, Finance Officer

CITY OF DEADWOOD

/s/ David Ruth Jr., Mayor

REGULAR MEETING, FEBRUARY 4, 2019 UNAPPROVED

- I. Accept resignation from Rec Center employee Alexandra Madsen effective January 18, 2019 and remove Ethan Barkdull from payroll effective January 28, 2019 and Curtis Haugen effective February 1, 2019.
- J. Permission to hire Jeanne Reif for Part-Time Rec Center Custodian position at \$12.27 per hour starting 2/05/2019
- K. Permission to hire Anne Voigt as a lifeguard at \$10.31 per hour starting 2/6/19, pending pre-employment drug screen and background check.
- L. Permission to hire Rebecca Groeger as a lifeguard at \$10.31 per hour starting 2/6/19, pending pre-employment drug screen and background check
- M. Permission to create Capital Project Fund (#517) named Outlaw Square Capital Project Fund to allow expenses to be tracked collectively in accounting software
- N. Permission to purchase a new hot tub, for the Rec Center, from Rapid Spa for \$9,482.40, including trade in allowance of current spa. (budgeted item)
- O. Permission to have body repairs done to Trolley at Northern Hills Homes and RV in Whitewood not to exceed \$15,000.00 (Cost to be covered by insurance)
- P. Allow use of public property at Welcome Center Parking Lot for Saleen Nationals on Saturday, June 29, 2019 from 8:00 a.m. to 4:00 p.m.
- Q. Permission to purchase 46 led flat panel lights from Eagle Enterprises for HARC building at \$85.00 each, for a total of \$3,910.00 to be paid from Public Buildings.

BID ITEMS

Results

Historic Preservation Officer Kuchenbecker stated one bid was opened for Deadwood History and Information Center Exhibit Design and Construction Services at 2:00 p.m. on January 24 as advertised.

Split Rock Studios - \$180,000.00

After discussion concerning supplement of budget, Todd moved, Struble seconded to approve staff recommendation and approve bid from Split Rock Studios in the amount not to exceed \$180,000.00 and allow Mayor to sign contract. Roll Call: Aye-All. Motion carried.

Advertise

Todd moved, Struble seconded to advertise for bids for Whitewood Creek Improvement Project – Phase 3 and set bid opening for 2:00 p.m. on March 13, 2019 with results to Commission on March 18, 2019. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS

Set

Struble moved, Todd seconded to set public hearing on February 19 for Retail (on-off sale) Wine License (RW-21479, and Retail (on-off sale) Malt Beverage (RB-21478) transfer from Broken Arrow Trading Company to H&H Deadwood, LLC dba Deadwood Winery at 696 Main Street. Roll Call: Aye-All. Motion carried.

Todd moved, Struble seconded to set public hearing on February 19 for Sturgis Camaro Rally. Roll Call: Aye-All. Motion carried.

Todd moved, Struble seconded to set public hearing on February 19 for Forks Corks Kegs Event. Roll Call: Aye-All. Motion carried.

Struble moved, Todd seconded to set public hearing on February 19 for Deadwood Mickelson Trail Marathon. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, FEBRUARY 4, 2019 UNAPPROVED

NEW BUSINESS

Subscription

Marsha Nichols, Black Hills Energy, gave a presentation about renewable energy solutions. Nichols stated the Renewable Ready program would offer governmental agencies the option of purchasing utility-scale renewable energy resources through a subscription to Deadwood’s top ten public buildings. Facilities Director Kruzel stated the City would be locking in a 15-year cost on electricity. Struble moved, Todd seconded to allow Mayor to sign Memorandum of Understanding with Black Hills Energy for renewable ready program. Commission thanked Nichols for coming. Roll Call: Aye-All. Motion carried.

Proposal

Todd moved, Struble seconded to accept Proposal from Tallgrass Landscape Architecture in the amount of \$20,000.00 for Whitewood Creek Trail Extension, reimbursement approved by BID District 8 board on December 16, 2018. Roll Call: Aye-All. Motion carried.

Direction

Zoning Administrator Nelson Jr. asked Commission for direction on the future of Lot 4A-1 and Lot 4A-2 of Block 3. Nelson Jr. stated the land involved is located on Dudley Street, Lot 4A-2 would be utilized for property access and Lot 4A-1 would become a future street. Struble moved, Todd seconded to surplus Lot 4A-1 and Lot 4A-2 of Block 3 and utilize Lead Deadwood Economic Development to facilitate the transfer of property. Legal Description: Lots 4A-1 and 4A-2, Block 3 of Howards First Addition to the City of Deadwood, Formerly Lot 4A, Block 3 of Howards First Addition, City of Deadwood, Lawrence County, South Dakota. Roll Call: Aye-All. Motion carried.

Ordinance

Struble moved, Todd seconded to approve first reading of Ordinance 1290 Creating Chapter 12.54 Parks and Recreation Areas. Facilities and Transportation Director Kruzel explained Ordinance. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- Public Meeting on South Dakota Department of Transportation Signing Project for Lead, Deadwood, and Central City to be held at lead City Hall on February 6, 2019 at 4:00 p.m.
- Commission Meeting time to 1:00 p.m. on March 18, 2019 to accommodate Government Day Activities with the School District.
- Next commission meeting will be held on Tuesday, February 19 due to observance of President’s Day

Bobby Rock thanked Police Department and Public Works for their assistance with Keg Pull event.

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

ADJOURNMENT

Struble moved, Todd seconded to adjourn the regular session at 5:35 p.m. and convene into Executive Session for personnel matters per SDCL 1-25-2(1) with possible action. The next regular meeting will be on Tuesday, February 19, 2019.

After coming out of executive session at 6:20 p.m. Struble moved, Todd seconded to adjourn.

ATTEST:

DATE: _____

Jessica McKeown, Finance Officer

BY: _____
David Ruth Jr., Mayor

Published once at the total approximate cost of _____

PACKET: 04583 COMBINED - 2/20/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-021319	101-3000-202	LIQUOR LICENS TRSF FEE/BEV LIC.-DWD WINERY	000000	75.00
01-3309	THE LORD'S CUPBOARD					
		I-021219	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	53.40
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	128.40
01-0418	BLACK HILLS PIONEER					
		I-445 - 2019	101-4111-423	PUBLISHING MINUTES - 12/17/18	000000	276.28
		I-476 - 2019	101-4111-423	PUBLISHING NOH - ST. PATRICK'S DAY	000000	21.71
		I-477 - 2019	101-4111-423	PUBLISHING MINUTES - 1/2/19 SPECIAL MTG.	000000	48.05
		I-543	101-4111-423	PUBLISHING MINUTES - 1/7/19	000000	227.77
		I-558 - 2019	101-4111-423	PUBLISHING MINUTES - 1/22/19	000000	208.82
			DEPARTMENT 111	COMMISSION	TOTAL:	782.63
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-346433	101-4142-422	PROFESSIONAL SET UP NEW PRINTER - FINANCE	000000	53.13
01-1725	QUILL CORPORATION					
		I-4565182	101-4142-426	SUPPLIES PUNCH, DIVIDERS, MISC. SUPPLS-FIN	000000	320.10
		I-4572997	101-4142-426	SUPPLIES DESK ORGANIZER - FINANCE	000000	23.99
		I-4585114	101-4142-426	SUPPLIES BLACK TONER - FINANCE	000000	175.99
		I-4608981	101-4142-426	SUPPLIES MESH ORGANIZER - FINANCE	000000	23.99
01-1808	NELSON, MARY JO					
		I-190001	101-4142-422	PROFESSIONAL CONSULTING - DEC'18 - FINANCE	000000	356.25
		I-19002	101-4142-422	PROFESSIONAL CONSULTING - JAN.'19 / FINANCE	000000	543.75
01-3877	MUTUAL OF OMAHA					
		I-000862107720	101-4142-415	GROUP INSURAN LIFE INSURANCE	000000	16.46
			DEPARTMENT 142	FINANCE	TOTAL:	1,513.66
01-0223	COCA COLA BOTTLING HIGH					
		I-2805666	101-4192-426	SUPPLIES 4 CO2 TANKS DEPOSITS/PB	000000	400.00
01-0429	BLACK HILLS ENERGY					
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	29.83
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	23.23
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES WELCOME SIGN JCT HWY 385 & CLI	000000	16.62
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 1 MILLER STREET	000000	20.20
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	19.44
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES WELCOME SIGN DEADWOOD HILL	000000	27.85
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES SAMPSON STREET PUMP	000000	19.74

PACKET: 04583 COMBINED - 2/20/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY	continued				
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES PRESSURE REG STATION	000000	163.83
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES GAYVILLE PUMP	000000	12.97
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 1 MCKINLEY ST TRAFFIC LIGHTS	000000	58.01
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	191.16
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 565 MAIN STREET LIGHTS	000000	39.89
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 135 SHERMAN STREET LIGHTS	000000	71.27
		I-ELECTRIC 01/29/19	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	6,400.49
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 398 WILLIAMS STREET LIGHTS	000000	40.64
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	35.01
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 610 BROADWAY STREET	000000	178.05
		I-ELECTRIC 01/29/19	101-4192-428-07	UTILITIES - F FIRE HALL	000000	539.69
		I-ELECTRIC 01/29/19	101-4192-428-07	UTILITIES - F 737 MAIN STREET FIRE HALL	000000	10.58
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	39.38
		I-ELECTRIC 01/29/19	101-4192-428-19	UTILITIES - G 418 CLIFF STREET GATEWAY	000000	143.45
		I-ELECTRIC 01/29/19	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	69.37
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	170.55
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES STREET	000000	24.47
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES PUMP 119 DENVER AVENUE	000000	981.60
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES TRAFFIC LIGHTS 4 LANE	000000	126.19
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 509 WILLIAMS STREET LIGHTS	000000	28.21
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES TIMMS LANE POLE BUILDING	000000	58.08
		I-ELECTRIC 01/29/19	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	595.73
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 105 1/2 SHERMAN ST TRAFFIC LTS	000000	85.83
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 102 WATER TANK LANE	000000	13.91
		I-ELECTRIC 01/29/19	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	302.98
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 7 1/2 PECK STREET LIGHTS	000000	47.94
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES WILD BILL STATUE LIGHT	000000	13.06
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 135 WILLIAMS STREET LIGHTS	000000	31.11
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 34 LINCOLN AVENUE LIGHTS	000000	41.95
		I-ELECTRIC 01/29/19	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	12.97
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 368 WILLIAMS STREET LIGHTS	000000	29.92
		I-ELECTRIC 01/29/19	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN ST	000000	708.95
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 65 SHERMAN STREET	000000	1,482.08
		I-ELECTRIC 01/29/19	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	149.01
		I-ELECTRIC 01/29/19	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	15.29
		I-ELECTRIC 01/29/19	101-4192-428-03	UTILITIES - B CONSESSION STAND 16 CRESCENT	000000	204.67
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES PRV 180 CLIFF STREET	000000	93.99
		I-ELECTRIC 01/29/19	101-4192-428-17	UTILITIES - D DAYS OF '76 MUSEUM 40 CRESCENT	000000	3,447.30
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 20 WABASH STREET LIGHTS	000000	28.15
		I-ELECTRIC 01/29/19	101-4192-428-04	UTILITIES - C 108 SHERMAN STREET CITY HALL	000000	2,300.19
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 22 DUDLEY STREET LIGHTS	000000	66.99
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 9 CEMETERY STREET LIGHTS	000000	18.03
		I-ELECTRIC 01/29/19	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	530.13
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES METHODIST MEMORIAL PARK	000000	38.11
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES CUTTING MINE DEADWOOD GULCH	000000	43.31
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	508.59
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DRIVE	000000	14.00
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES TICKET BOOTH/BATHROOM	000000	21.94

PACKET: 04583 COMBINED - 2/20/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY	continued				
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 301 CLIFF STREET	000000	1,207.44
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES PRV STATION 4 DAKOTA STREET	000000	216.09
		I-ELECTRIC 01/29/19	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	244.81
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 178 SHERMAN STREET LIGHTS	000000	95.06
		I-ELECTRIC 01/29/19	101-4192-428-21	UTILITIES - W 501 MAIN STREET WELCOME CENTER	000000	1,145.78
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 46 FREMONT STREET LIGHTS	000000	50.10
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 22 WASHINGTON STREET LIGHTS	000000	86.35
		I-ELECTRIC 01/29/19	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	1,637.98
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 4 MT MORIAH ROAD LIGHTS	000000	39.40
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES MT MORIAH VISITORS CENTER	000000	425.31
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 5 SIEVER STREET	000000	635.58
		I-ELECTRIC 01/29/19	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT STREET	000000	355.09
		I-ELECTRIC 01/29/19	101-4192-428-06	UTILITIES - D 15 CRESCENT STREET RODEO	000000	848.48
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 7 1/2 SAMPSON STREET LIGHTS	000000	113.97
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 62 FOREST AVENUE LIGHTS	000000	56.65
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES REDWOOD TANK	000000	186.23
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES PUMP 50 PLEASANT STREET	000000	53.93
		I-ELECTRIC 01/29/19	101-4192-428-12	UTILITIES - P DEADWOOD PAVILION	000000	0.00
		I-ELECTRIC 01/29/19	101-4192-428-12	UTILITIES - P 767 MAIN STREET	000000	10.58
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BLDG	000000	125.58
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES WATER HEAT TAPE	000000	35.51
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES PRESSURE REDUCTION STATION	000000	253.47
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES FLAG 2 MOUNT MARIAH DRIVE	000000	41.83
		I-ELECTRIC 01/29/19	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVENUE	000000	698.31
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	13.19
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 8 DAKOTA STREET LIGHTS	000000	20.33
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	40.26
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 49 SHERMAN STREET LIGHTS	000000	164.13
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 17 PLEASANT STREET LIGHTS	000000	30.40
		I-ELECTRIC 01/29/19	101-4192-428	UTILITIES 17 PLEASANT STREET LIGHTS	000000	11,100.52-
01-0547	M&M SANITATION					
		I-38434	101-4192-422-05	PROFESSIONAL MONTHLY TOILET RENTAL/COLD STG	000000	120.00
01-0619	TWILIGHT FIRST AID & SA					
		I-25253	101-4192-426	SUPPLIES FIRST AID SUPPLIES - CITY HALL	000000	45.83
01-0682	PITNEY BOWES INC					
		I-021219	101-4192-426	SUPPLIES REFILL POSTAGE METER	000000	500.00
01-1098	HILLYARD/SIOUX FALLS					
		I-603300345	101-4192-426-21	SUPPLIES - WE ARSENAL-CLNR-WINDOW KIT/WELCOM	000000	473.68
01-1380	WASTE CONNECTIONS, INC.					
		I-12509317	101-4192-426-11	SUPPLIES - PA JAN PARKS DUMPSTERS/PARKS	000000	435.90
		I-12510442	101-4192-426-20	SUPPLIES - RE JAN RECYCLING DUMPSTERS	000000	542.25
01-1396	LOWE ROOFING, INC.					

PACKET: 04583 COMBINED - 2/20/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1396	LOWE ROOFING, INC.	continued				
		I-14766	101-4192-425-07	REPAIRS - FIR ROOF REPLACE FIRE HALL (HAIL)	000000	30,107.00
01-1502	BLACK HILLS CHEMICAL					
		I-148930	101-4192-426	SUPPLIES BLEACH-ROLL TOWL-TISSUE/PB	000000	217.00
		I-148931	101-4192-426	SUPPLIES (49) SNO PLOW ICE MELT/ PB	000000	269.25
		I-149612	101-4192-426	SUPPLIES BLEACH-GL CLNR-TP-GARB BAGS/PB	000000	218.23
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-752830	101-4192-425-04	REPAIRS - CIT HI POWER V BELTS/CITY HALL	000000	23.36
		I-32-752853	101-4192-425-21	REPAIRS - WEL POWERATED BELTS/WELCOME CENTER	000000	10.12
		I-32-752915	101-4192-425-21	REPAIRS - WEL HI PWR II V BELT-1.5 AMP/WC	000000	43.38
		I-32-753055	101-4192-426	SUPPLIES (4) LED STROBE LIGHTS/PUB BLDG	000000	409.00
		I-32-754110	101-4192-425-10	REPAIRS - LIB SET 8 GRADUATED LE/LIBRARY	000000	26.99
		I-32-754214	101-4192-425-14	REPAIRS - STR HZ BATTERY ASM/STREETS	000000	115.55
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1066123	101-4192-425-13	REPAIRS - REC SCISSOR LIFT #10/REC CENTER	000000	225.00
01-1827	MS MAIL & MARKETING					
		I-10509	101-4192-426	SUPPLIES #10 WIN. ENVELOPES FOR PAYROLL	000000	100.00
01-3151	KONE INC.					
		I-959158598	101-4192-422-17	PROFESSIONAL- JAN ELEVATOR MAINT/DAYS OF 76	000000	160.91
01-3342	RASMUSSEN MECHANICAL SE					
		I-INV019778	101-4192-425-17	REPAIRS-DAYS 2 HP PUMP 1800 RPM/DAYS MUS	000000	2,271.00
01-3652	SOUTH DAKOTA OVERHEAD D					
		I-21801	101-4192-425-15	REPAIRS - TRO REPLACE DAMAGED SECTIONS/TROLL	000000	1,815.36
01-3877	MUTUAL OF OMAHA					
		I-000862107720	101-4192-415	GROUP INSURAN LIFE INSURANCE	000000	12.38
01-3977	ACE HARDWARE OF LEAD					
		I-011190	101-4192-425-17	REPAIRS-DAYS PLUG IN CO-EXP GAS ALARM/76 MU	000000	59.99
		I-011293	101-4192-425-04	REPAIRS - CIT FAUCET-ADJUST WRENCH/CITY HALL	000000	134.98
DEPARTMENT 192 PUBLIC BUILDINGS TOTAL:						56,854.41
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-345785	101-4193-422	PROFESSIONAL EMAIL SECUR,BKUP,VIRUS PROTEC.	000000	1,319.00
DEPARTMENT 193 COMPUTER SERVICE TOTAL:						1,319.00
01-0467	CULLIGAN OF THE BLACK H					
		I-0007077	101-4210-424	RENTALS 5 GAL.WATER, CUPS - POLICE	000000	37.50

PACKET: 04583 COMBINED - 2/20/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0467	CULLIGAN OF THE BLACK H	continued				
		I-0007177	101-4210-424	RENTALS	5 GAL. WATER, CUPS - POLICE 000000	31.00
		I-0007216	101-4210-424	RENTALS	COOLER RENT/FEB - POLICE 000000	15.00
01-0508	GALLS, LLC					
		I- 011813292	101-4210-426	SUPPLIES	US FLAG PINS - POLICE 000000	29.38
		I-011797156	101-4210-426	SUPPLIES	UNIFORM TROUSERS - POLICE 000000	33.10
		I-011808571	101-4210-426	SUPPLIES	UNIFORM JACKET - POLICE 000000	86.13
		I-011837184	101-4210-426	SUPPLIES	UNIFORM NAMEPLATES - PD 000000	32.89
		I-011840963	101-4210-426	SUPPLIES	UNIF.SHOES, PANT, SHIRTS, SWTR-PD 000000	586.18
		I-011841055	101-4210-426	SUPPLIES	UNIFORM SHIRTS, PANTS, BOOTS-PD 000000	368.00
		I-011853663	101-4210-426	SUPPLIES	UNIFORM GLOVES - POLICE 000000	45.62
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-346432	101-4210-422	PROFESSIONAL	COMPUTER PROBLEMS - POLICE 000000	425.00
01-0619	TWILIGHT FIRST AID & SA					
		I-25255	101-4210-424	RENTALS	FIRST AID SUPPLIES - POLICE 000000	37.89
01-1424	SOUTHSIDE SERVICE					
		I-49748	101-4210-425	REPAIRS	R&R OXYGEN SENSOR - POLICE 000000	206.99
01-1602	DRIVERS LICENSE GUIDE C					
		I-741917	101-4210-422	PROFESSIONAL	ID CHECKING GUIDES/2019-POLICE 000000	100.75
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-753420	101-4210-425	REPAIRS	WASHER FLUID - POLICE 000000	23.94
01-1705	VANWAY TROPHY					
		I-33780	101-4210-422	PROFESSIONAL	ENGRAVED NAME PLATES/POLICE 000000	12.15
01-1827	MS MAIL & MARKETING					
		I-10517	101-4210-426	SUPPLIES	BUSINESS CARDS - POLICE 000000	50.00
01-2833	TROPHY AWARDS					
		I-TA87076	101-4210-426	SUPPLIES	SERVICE AWARD - POLICE 000000	99.95
01-3650	REDWOOD TOXICOLOGY LABO					
		I-12729520191	101-4210-422	PROFESSIONAL	DRUG TEST HANDLING - POLICE 000000	15.25
01-3877	MUTUAL OF OMAHA					
		I-000862107720	101-4210-415	GROUP INSURAN	LIFE INSURANCE 000000	69.30
01-4317	VIGILANT BUSINESS SOLUT					
		I-19225	101-4210-422	PROFESSIONAL	BACKGROUND INVEST. - POLICE 000000	131.00
DEPARTMENT 210 POLICE						TOTAL: 2,437.02

PACKET: 04583 COMBINED - 2/20/19

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
01-0545	LYNN'S DAKOTA MART					
		I-003001341538	101-4221-426	SUPPLIES BLEACH - FIRE DEPT.	000000	6.09
01-0547	M&M SANITATION					
		I-38435	101-4221-422	PROFESSIONAL MONTHLY TOILET RENTAL/FIREWISE	000000	120.00
01-1410	WESTERN COMMUNICATIONS,					
		I-18-729763	101-4221-434	MACHINERY/EQU COMMUNICATION EQUIPT.-FIRE DPT	000000	8,112.00
01-1761	SD REDBOOK FUND					
		I-2197	101-4221-426	SUPPLIES IFSTA HANDBOOKS - FIRE DEPT	000000	359.00
01-2473	SD DEPT. OF CORRECTIONS					
		I-C18D9345	101-4221-422	PROFESSIONAL FIRE SUPPRESSION/FIREWISE	000000	6,066.88
		I-C18D9353	101-4221-422	PROFESSIONAL FIRE SUPPRESSION/FIREWISE	000000	359.55
01-2594	DEADWOOD FIRE DEPARTMEN					
		I-013019	101-4221-434	MACHINERY/EQU REIMBS-TOURNIQUETS,GAUZE/FIRE	000000	84.16
		I-020119	101-4221-425	REPAIRS REIMBS-LENS FOR 1010/FIRE DPT	000000	22.73
01-3056	NORTHERN HILLS TECHNOLO					
		I-9662945	101-4221-422	PROFESSIONAL ONLINE BACKUP SVC-JAN/FIRE DPT	000000	32.50
01-3877	MUTUAL OF OMAHA					
		I-000862107720	101-4221-415	GROUP INSURAN LIFE INSURANCE	000000	3.22
01-3913	HEIMAN FIRE EQUIPMENT					
		I-0875974-IN	101-4221-434	MACHINERY/EQU ARMOR COATS/KHAKI - FIRE DEPT	000000	614.15
		I-0876218-IN	101-4221-434	MACHINERY/EQU ARMOR COATS/KHAKI - FIRE DEPT	000000	854.95
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 16,635.23
01-0418	BLACK HILLS PIONEER					
		I-472 - 2019	101-4232-422	PROFESSIONAL ORDINANCE #1286 - BLDG CODE	000000	37.42
		I-473 - 2019	101-4232-422	PROFESSIONAL ORD.#1287-CONTRACTOR COMPLIANC	000000	11.09
		I-474 - 2019	101-4232-422	PROFESSIONAL ORD.# 1288 - AMEND ELEC.CODE	000000	14.78
01-1638	SD BUILDING OFFICIALS					
		I-2019 ICC INST PROG	101-4232-427	TRAVEL ICC CODE OFF INSTIT PROGRAM/BI	000000	82.00
01-3877	MUTUAL OF OMAHA					
		I-000862107720	101-4232-415	GROUP INSURAN LIFE INSURANCE	000000	4.93
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 150.22
01-0467	CULLIGAN OF THE BLACK H					
		I-0007079	101-4310-426	SUPPLIES (2) 5 GAL BOTTLE WATER/STREETS	000000	13.00

PACKET: 04583 COMBINED - 2/20/19

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
01-0467	CULLIGAN OF THE BLACK H	continued				
		I-0007149	101-4310-426	SUPPLIES (2) 5 GAL BOTTLE WATER/STREETS	000000	13.00
01-0776	ALBERTSON ENGINEERING,					
		I-12950	101-4310-433-02	IMPROVEM-CIP EVENT CENTER PARKING DESIGN	000000	6,631.00
01-1288	ACE INDUSTRIAL SUPPLY,					
		I-1760133	101-4310-426	SUPPLIES DUO IMP SOCKETS-COMBO WR-HEX/S	000000	998.00
		I-1762827	101-4310-426	SUPPLIES 10 DRAWER ROLLER CABINET/STRTS	000000	932.00
		I-1763701	101-4310-426	SUPPLIES KILLER TOQUE PACKAGE/STREETS	000000	899.90
		I-1765551	101-4310-426	SUPPLIES MULTI TOOL PKG-GLVS-DEICER/STR	000000	945.76
01-1374	BUTLER MACHINERY COMPAN					
		I-06PS0546972	101-4310-425	REPAIRS CUTTING EDGE-NUT-BOLT/STREETS	000000	764.24
01-1406	STRETCH'S GLASS & CUSTO					
		I-I027670	101-4310-425	REPAIRS REPLACE LOADER WINDSHIELD/STRT	000000	1,872.52
01-1515	RAPID DELIVERY					
		I-01-31-19 STATEMENT	101-4310-426	SUPPLIES DELIVERY TO STRTS #385480	000000	13.23
		I-01-31-19 STATEMENT	101-4310-426	SUPPLIES DELIVERY TO STRTS #383957	000000	13.23
01-1653	STURDEVANT'S AUTO PARTS					
		C-32-753362	101-4310-426	SUPPLIES RANCHO BOOT RETURN/STRTS	000000	9.81-
		I-32-752714	101-4310-425	REPAIRS ELEC FUEL PUMP-GAS FILTER/STRS	000000	102.18
		I-32-752896	101-4310-425	REPAIRS (2) U-JOINTS/STREETS	000000	116.00
		I-32-753026	101-4310-425	REPAIRS HOSE HYD SW/STREETS	000000	13.95
		I-32-753120	101-4310-425	REPAIRS (2) ANTI-SEIZURE LUBRICANT/STR	000000	15.32
		I-32-753143	101-4310-425	REPAIRS FULL BLAST HIGH TO/STREETS	000000	11.88
		I-32-753144	101-4310-425	REPAIRS BRASS .250 MALE TA/STREETS	000000	2.73
		I-32-753244	101-4310-425	REPAIRS (2) PIN COUPLER SHACKLE/STRTS	000000	41.98
		I-32-753331	101-4310-426	SUPPLIES 8 OZ SMART STRAW/STREETS	000000	5.79
		I-32-753360	101-4310-426	SUPPLIES RANCHO BOOT/STREETS	000000	9.81
		I-32-753525	101-4310-425	REPAIRS (10) PIN COUPLER SHACKLE/STRTS	000000	301.98
		I-32-753573	101-4310-426	SUPPLIES (3) MECH FASTFIT GLOVES/STRTS	000000	40.05
		I-32-753631	101-4310-426	SUPPLIES 11 OZ HYDRAULIC JA-MALE PLUG/S	000000	6.73
		I-32-753655	101-4310-425	REPAIRS (2) COPPER PLU SM ENG/STREETS	000000	3.62
		I-32-753990	101-4310-425	REPAIRS BLOWER MOTOR RESIS/STREETS	000000	46.83
		I-32-754105	101-4310-426	SUPPLIES FILTER ASY OIL-PRONTO 5W20/STR	000000	56.13
		I-32-754115	101-4310-426	SUPPLIES (2) OIL FILTERS/STREETS	000000	14.32
		I-32-754117	101-4310-426	SUPPLIES (12) PRONTO WW GAL/STREETS	000000	35.88
		I-32-754161	101-4310-425	REPAIRS ADAPTOR-3030 COMPL-CLEVIS/STRT	000000	43.15
01-1813	GENERAL TRAFFIC CONTROL					
		I-19191	101-4310-426	SUPPLIES 30" SOLAR LED STOP SIGN/STRTS	000000	1,690.00
01-2762	PARTSMASTER					
		I-23377142	101-4310-426	SUPPLIES 29 PC DRILL BIT SET/STREETS	000000	395.25

PACKET: 04583 COMBINED - 2/20/19

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
01-3877	MUTUAL OF OMAHA					
		I-000862107720	101-4310-415	GROUP INSURAN LIFE INSURANCE	000000	31.35
01-4266	DMC WEAR PARTS LLC					
		I-1793	101-4310-425	REPAIRS END BELT-BOLT-HEX NUT/STRTS	000000	686.54
01-4461	NORTH CENTRAL INT'L INC					
		I-14190RC	101-4310-425	REPAIRS BLOWER FLEET-WHEEL/STREETS	000000	159.25
			DEPARTMENT 310	STREETS	TOTAL:	16,916.79
01-1380	WASTE CONNECTIONS, INC.					
		I-12509416	101-4320-422	PROFESSIONAL RESIDENTIAL GARBAGE SERVICE	000000	6,664.05
			DEPARTMENT 320	SANITATION	TOTAL:	6,664.05
01-0186	ALPINE IMPRESSIONS					
		I-15620	101-4520-426	SUPPLIES (3) LOGOS ADDED TO SHRTS/PARKS	000000	30.00
01-0467	CULLIGAN OF THE BLACK H					
		I-0007078	101-4520-426	SUPPLIES (2) 5 GAL BOTTLE WATER/PARKS	000000	13.00
		I-0007215	101-4520-426	SUPPLIES FEB COOLER RENTAL/PARKS	000000	15.00
01-0653	FASTENAL COMPANY					
		I-SDSPE104195	101-4520-426	SUPPLIES GLOSS RUSTO-PIPE CUTTER/PARKS	000000	413.15
01-0677	LAWSON PRODUCTS, INC.					
		I-9306468447	101-4520-426	SUPPLIES MINI CUT OFF WHEEL-THREAD ID/P	000000	112.47
01-1502	BLACK HILLS CHEMICAL					
		I-148930	101-4520-426	SUPPLIES BLEACH-ROLL TOWL-TISSUE/PARKS	000000	217.00
		I-148931	101-4520-426	SUPPLIES (49) SNO PLOW ICE MELT/ PARKS	000000	269.26
		I-149612	101-4520-426	SUPPLIES BLEACH-GL CLNR-TP-GARB BAGS/PK	000000	218.23
01-2641	ARBOR DAY FOUNDATION					
		I-RENEWAL 2019	101-4520-427	TRAVEL MEMBERSHIP RENEW 2019/PARKS	000000	15.00
01-3877	MUTUAL OF OMAHA					
		I-000862107720	101-4520-415	GROUP INSURAN LIFE INSURANCE	000000	31.35
			DEPARTMENT 520	PARKS	TOTAL:	1,334.46
01-0418	BLACK HILLS PIONEER					
		I-471 - 2019	101-4640-423	PUBLISHING ORDINANCE #1285 - SIGNS	000000	79.93
		I-475 - 2019	101-4640-423	PUBLISHING ORDINANCE #1289 - AMEND ZONING	000000	24.49

PACKET: 04583 COMBINED - 2/20/19

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 640 PLANNING AND ZONING

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3877	MUTUAL OF OMAHA					
		I-000862107720	101-4640-415	GROUP INSURAN LIFE INSURANCE	000000	7.43
DEPARTMENT 640 PLANNING AND ZONING TOTAL:						111.85

FUND 101 GENERAL FUND TOTAL:						104,847.72

PACKET: 04583 COMBINED - 2/20/19

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3877	MUTUAL OF OMAHA					
		I-000862107720	206-4550-415	GROUP INSURAN LIFE INSURANCE	000000	9.90
				DEPARTMENT 550 LIBRARY	TOTAL:	9.90
				FUND 206 LIBRARY FUND	TOTAL:	9.90

PACKET: 04583 COMBINED - 2/20/19
 VENDOR SET: 01
 FUND : 209 BED & BOOZE FUND
 DEPARTMENT: N/A NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2625	SCULL CONSTRUCTION					
		I-012819-APP#1	209-3000-340	STATE GRANT - PAY APP#1 - OUTLAW SQUARE	000000	104,881.10
		I-201883-01	209-3000-340	STATE GRANT - OUTLAW SQUARE PHASE 1 DESIGN	000000	126,900.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 231,781.10
01-0223	COCA COLA BOTTLING HIGH					
		I-2812474	209-4510-426	SUPPLIES (2) 7 OZ CADDY PACK CUPS/REC	000000	50.00
01-0418	BLACK HILLS PIONEER					
		I-27512	209-4510-423	PUBLISHING COMM PAGES SPONSOR/REC	000000	12.50
01-0619	TWILIGHT FIRST AID & SA					
		I-25257	209-4510-426	SUPPLIES WIPE-OINTMENT-GLVS-FORCEPS/REC	000000	38.06
01-1515	RAPID DELIVERY					
		I-01-31-19 STATEMENT	209-4510-426	SUPPLIES DELIVERY TO REC CENTER #389940	000000	13.23
01-3151	KONE INC.					
		I-959158597	209-4510-422	PROFESSIONAL ELEVATOR MAINT/REC CENTER	000000	154.72
01-3323	THE GLASS SHOP					
		I-23234	209-4510-425	REPAIRS REMOVE-REPLACE ENTRY DOOR/REC	000000	571.43
01-3618	KDSJ 980 AM RADIO					
		I-09-01-028	209-4510-423	PUBLISHING ADS WRESTLING TRIANGULAR/REC	000000	240.00
01-3648	NETWORK SERVICES COMPAN					
		I-557845-0	209-4510-426	SUPPLIES CLNR-TWL-KLING-GARB BAGS/REC	000000	273.46
		I-557846-0	209-4510-426	SUPPLIES SURE BET DISINFECTANT/REC	000000	77.12
		I-559893-0	209-4510-426	SUPPLIES TISSUE-CLNR-BODY SHAMPOO/REC	000000	255.71
		I-559894-0	209-4510-426	SUPPLIES TISSUE/REC CENTER	000000	23.42
01-3877	MUTUAL OF OMAHA					
		I-000862107720	209-4510-415	GROUP INSURAN LIFE INSURANCE	000000	4.95
01-4462	RAPID SPA					
		I-18169	209-4510-426	SUPPLIES HANDRAIL-CALDERA LED LIGHT/REC	000000	299.00
				DEPARTMENT 510	REC CENTER	TOTAL: 2,013.60
01-0475	DEADWOOD CHAMBER & VISI					
		I-021319	209-4980-422	PROFESSIONAL B&B BILL LIST THRU 2/13/19	000000	3,753.04
01-1682	BLACK HILLS COUNCIL OF					
		C-316-CR	209-4980-429	OTHER MEMBERSHIP DUES REBATE	000000	655.00-
		I-316	209-4980-429	OTHER 2019 ASSESSMENT	000000	1,565.00

PACKET: 04583 COMBINED - 2/20/19

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 980 SPECIAL EVENTS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3865	BOYS & GIRLS CLUB OF LE					
		I-011419	209-4980-429	OTHER 2019 ALLOCATION	000000	12,500.00
01-4270	NORTHERN HILLS RECREATI					
		I-011819	209-4980-429	OTHER 2019 ALLOCATION	000000	15,000.00
				DEPARTMENT 980 SPECIAL EVENTS	TOTAL:	32,163.04
				FUND 209 BED & BOOZE FUND	TOTAL:	265,957.74

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 13

PACKET: 04583 COMBINED - 2/20/19

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-020118	212-4630-422	PROFESSIONAL BID #8 - FIRST DRAW 2019	000000	22,000.00
DEPARTMENT 630 BID 8						TOTAL: 22,000.00
FUND 212 BID #8 (Business Improve)						TOTAL: 22,000.00

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 14

PACKET: 04583 COMBINED - 2/20/19

VENDOR SET: 01

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

DEPARTMENT: 630 BID

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-021319	213-4630-423	MARKETING	BID1-6 BILL LIST THRU 2/13/19 000000	33,580.04
DEPARTMENT 630 BID						TOTAL: 33,580.04
FUND 213 BID #1-6 (Business Imprv)						TOTAL: 33,580.04

PACKET: 04583 COMBINED - 2/20/19

VENDOR SET: 01

FUND : 214 BID #7-OCCUPANCY TAX

DEPARTMENT: 630 BID #7

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0475	DEADWOOD CHAMBER & VISI					
		I-021419	214-4630-423	MARKETING	BID 7 BILL LIST/KOOL DWD NITES 000000	23,000.00
		I-021419	214-4630-423	MARKETING	BID 7 BILL LIST/OUTLAW SQUARE 000000	18,000.00
DEPARTMENT 630 BID #7						TOTAL: 41,000.00

FUND 214 BID #7-OCCUPANCY TAX						TOTAL: 41,000.00

PACKET: 04583 COMBINED - 2/20/19

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0475	DEADWOOD CHAMBER & VISI	I-21319	215-4572-210	VISITOR MGMT BILL LIST FEBRUARY 2019	000000	21,439.33
DEPARTMENT 572 HP VISITOR MGMT AND INFOR						TOTAL: 21,439.33
01-4303	NATIONAL ASSOCIATION FO	I-47915	215-4573-325	HIST. INTERP. 2019 MEMBERSHIP	000000	75.00
DEPARTMENT 573 HP HISTORIC INTERPRETATIO						TOTAL: 75.00
01-0039	SD STATE HISTORICAL SOC	I-022019	215-4575-520	GRANT/LOAN PR 2018 OUTSIDE GRANT RD2	000000	15,000.00
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA						TOTAL: 15,000.00
01-0510	GOLDEN WEST TECHNOLOGIE	I-345785	215-4576-600	PROFES. SERV. EMAIL SECUR,BKUP,VIRUS PROTEC.	000000	215.00
01-0568	TDG COMMUNICATIONS	I-15447	215-4576-600	PROFES. SERV. WEBSITE HOSTING	000000	450.00
01-0776	ALBERTSON ENGINEERING,	I-12954	215-4576-600	PROFES. SERV. 2019-029H 562 WILLIAMS RW	000000	145.00
		I-12958	215-4576-600	PROFES. SERV. 2018-406H SQUARE RETAINING WAL	000000	217.50
		I-12962	215-4576-600	PROFES. SERV. 2018-230H PINE ST ARCHWAY	000000	551.37
		I-12963	215-4576-600	PROFES. SERV. 2018-077H WHITEWOOD BOARDWALK	000000	2,935.00
01-4269	BRUNSON, RONDA	I-121218	215-4576-630	PROFES. SERV. BLOCK CLUB REIMBURSEMENT	000000	104.95
DEPARTMENT 576 HP PROFESSIONAL SERVICES						TOTAL: 4,618.82
01-1148	KNECHT HOME CENTER, INC	I-2954361	215-4577-775	CAPITAL ASSET SODA FOUNTAIN REPAIR	000000	341.66
		I-2963216	215-4577-775	CAPITAL ASSET SODA FOUNTAIN REPAIR	000000	257.72
01-3318	PL CARPENTRY & ASSOCIAT	I-020719	215-4577-700	CAPITAL ASSET WORK AT CITY HALL	000000	1,616.39
		I-02072019	215-4577-800	CAPITAL ASSET STATUE STUD COVER - DAYS	000000	1,666.90
DEPARTMENT 577 HP FIXED CAPITAL ASSETS						TOTAL: 3,882.67
01-0467	CULLIGAN OF THE BLACK H	I-0007076	215-4641-426	SUPPLIES (3) 5 GAL BOTTLED WATER - HP	000000	19.50

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BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT		
=====								
01-0467	CULLIGAN OF THE BLACK H	continued						
	I-0007214	215-4641-426	SUPPLIES	COLLER RENT 2/1/19-2/28/19-HP	000000	15.00		
01-0619	TWILIGHT FIRST AID & SA							
	I-25252	215-4641-426	SUPPLIES	HP FIRST AID SUPPLIES	000000	59.06		
01-1827	MS MAIL & MARKETING							
	I-10513-1	215-4641-423	PUBLISHING	FEBRUARY NEWSLETTER	000000	942.36		
01-2205	KUCHENBECKER, KEVIN							
	I-020619	215-4641-427	TRAVEL	TRAVEL REIMBURSEMENT	000000	43.00		
01-3223	QUICK TROPHY, LLC							
	I-94107	215-4641-426	SUPPLIES	NAME TAG FOR MAYOR	000000	12.50		
01-3373	AMAZON WEB SERVICES							
	I-16653393	215-4641-428	UTILITIES	WEB SERVICE 1/1/19 - 1/31/19	000000	670.21		
01-3734	RUTH JR., DAVID							
	I-020619	215-4641-427	TRAVEL	TRAVEL REIMBURSEMENT	000000	200.08		
01-3877	MUTUAL OF OMAHA							
	I-000862107720	215-4641-415	GROUP INSURAN	LIFE INSURANCE	000000	17.33		
01-4432	GRASSROOTS ADVISORS, LL							
	I-400310	215-4641-426	SUPPLIES	(3) BLUETOOTH KEYBOARD	000000	252.39		
				DEPARTMENT 641	OFFICE HIST. PRES.	TOTAL:	2,231.43	

				FUND	215	HISTORIC PRESERVATION	TOTAL:	47,247.25

PACKET: 04583 COMBINED - 2/20/19
 VENDOR SET: 01
 FUND : 216 REVOLVING LOAN
 DEPARTMENT: N/A NON-DEPARTMENTAL
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4463	PAGE ETC., INC.	I-5710	216-1310	DUE FROM OTHE WORK DONE - 158 WILLIAMS	000000	8,115.32
DEPARTMENT NON-DEPARTMENTAL TOTAL:						8,115.32
01-0558	NHS OF THE BLACK HILLS	I-2019-1	216-4653-422	PROFESSIONAL SERVICING CONTRACT - INTERIM	000000	3,745.00
01-1116	WALSH, JOHN	I-2080615	216-4653-962-01	SPECIAL NEEDS WORK COMPLETE - 476 WILLIAMS	000000	2,646.11
01-1148	KNECHT HOME CENTER, INC	I-14533730	216-4653-962-04	SIDING GRANT SIDING - 35 JACKSON	000000	10,000.00
01-1496	LAWRENCE CO. REGISTER O	I-2112019	216-4653-960	CLOSING CO RECORDING FEE - 5 SHINE	000000	60.00
01-2382	CONOVER, MICHAEL	I-20819	216-4653-962-07	HISTORIC REHA HISTORIC REHAB - 48 TAYLOR	000000	8,724.89
01-2452	RUSO, RON	I-021319	216-4653-962-04	SIDING GRANT SIDING/WINDOWS - 31 CHARLES	000000	1,486.27
		I-021319	216-4653-962-03	WINDOWS GRANT SIDING/WINDOWS - 31 CHARLES	000000	183.00
01-3318	PL CARPENTRY & ASSOCIAT	I-2719	216-4653-962-04	SIDING GRANT SIDING - 18 ADAMS	000000	1,499.85
01-4393	LANE, KATHLEEN	I-1450	216-4653-962-04	SIDING GRANT SIDING & WINDOWS - 53 FOREST	000000	25.00
		I-1450	216-4653-962-03	WINDOWS GRANT SIDING & WINDOWS - 53 FOREST	000000	25.00
01-4464	PARK, ELIZABETH	I-523285	216-4653-962-07	HISTORIC REHA HISTORIC REHAB - 48 TAYLOR	000000	734.25
DEPARTMENT 653 REVOLVING LOAN TOTAL:						29,129.37
FUND 216 REVOLVING LOAN TOTAL:						37,244.69

PACKET: 04583 COMBINED - 2/20/19

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
=====						
01-1827	MS MAIL & MARKETING					
		I-10509	602-4330-426	SUPPLIES UTIL.BILL ENVELOPES/AT MS MAIL	000000	400.00
		I-10509	602-4330-426	SUPPLIES UTIL.BILL ENVELOPES/AT FINANCE	000000	100.00
		I-10513	602-4330-426	SUPPLIES UTILITY BILLS MAILING - JAN.	000000	290.09
01-3877	MUTUAL OF OMAHA					
		I-000862107720	602-4330-415	GROUP INSURAN LIFE INSURANCE	000000	26.40
				DEPARTMENT 330 WATER	TOTAL:	816.49

				FUND 602 WATER FUND	TOTAL:	816.49

PACKET: 04583 COMBINED - 2/20/19

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
01-0418	BLACK HILLS PIONEER					
		I-470	610-4360-423	PUBLISHING ORDINANCE #1284 - TOUR BUSES	000000	130.28
01-0508	GALLS, LLC					
		I-011853663	610-4360-426	SUPPLIES UNIFORM BOOTS,PANTS - P&T	000000	233.06
01-2104	INTEGRATED PARKING SOLU					
		I-6433	610-4360-422	PROFESSIONAL ANN'L HDWARE MAINT-PKG PRINTRS	000000	106.40
01-3712	PASSPORT LABS, INC.					
		I-INV-95344	610-4360-422	PROFESSIONAL JAN. MOBILE PAY - METERS	000000	68.50
01-3877	MUTUAL OF OMAHA					
		I-000862107720	610-4360-415	GROUP INSURAN LIFE INSURANCE	000000	14.85
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						553.09
01-1503	BLACK HILLS SPECIAL SER					
		I-1011	610-4361-422	PROFESSIONAL TROLLEY CLEANING - JAN'19	000000	1,190.00
01-1626	SERVALL UNIFORM AND LIN					
		I-0132606	610-4361-422	PROFESSIONAL TOWELS & MATS - TROLLEY	000000	103.30
		I-0150401	610-4361-422	PROFESSIONAL TOWELS & MATS - TROLLEY	000000	103.30
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-752987	610-4361-426	SUPPLIES STANDARD CAPSULE - TROLLEY	000000	7.86
		I-32-752990	610-4361-426	SUPPLIES HEADLAMP WIRING - TROLLEY	000000	8.70
		I-32-753149	610-4361-426	SUPPLIES AIR FILTER, ATC BLADES-TROLLEY	000000	24.55
		I-32-753191	610-4361-426	SUPPLIES PRONTO WW, AIR FILTER -TROLLEY	000000	63.81
		I-32-753630	610-4361-426	SUPPLIES ZEREX HD EXT LIFE - TROLLEY	000000	37.98
		I-32-754104	610-4361-426	SUPPLIES WINTER BLADES - TROLLEY	000000	12.92
01-3706	STURGIS AUTO PARTS, INC					
		I-212253	610-4361-426	SUPPLIES REFLECTORS - TROLLEY	000000	12.20
01-3877	MUTUAL OF OMAHA					
		I-000862107720	610-4361-415	GROUP INSURAN LIFE INSURANCE	000000	5.70
01-4347	VERIZON NETWORKFLEET IN					
		I-OSV000001676290	610-4361-422	PROFESSIONAL GPS SERVICE - FEB / TROLLEY	000000	109.75
DEPARTMENT 361 TROLLEY DEPARTMENT TOTAL:						1,680.07
01-0429	BLACK HILLS ENERGY					
		I-ELECTRIC 01/29/19	610-4362-428	UTILITIES BROADWAY PARKING RAMP	000000	799.68
01-0510	GOLDEN WEST TECHNOLOGIE					

PACKET: 04583 COMBINED - 2/20/19

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 362 BROADWAY GARAGE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0510	GOLDEN WEST TECHNOLOGIE	continued				
		I-345785	610-4362-422	PROFESSIONAL MANAGED FIREWALL - PKG RAMP	000000	52.50
01-3151	KONE INC.					
		I-959158597	610-4362-422	PROFESSIONAL ELEVATOR MAINT/PARKING RAMP	000000	154.71
				DEPARTMENT 362 BROADWAY GARAGE	TOTAL:	1,006.89

				FUND 610 PARKING/TRANSPORTATION	TOTAL:	3,240.05

PACKET: 04583 COMBINED - 2/20/19
VENDOR SET: 01
FUND : 722 SALES TAX AGENCY
DEPARTMENT: N/A NON-DEPARTMENTAL
BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-JAN-020819	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000	3,283.33
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	3,283.33
			FUND	722 SALES TAX AGENCY	TOTAL:	3,283.33

PACKET: 04583 COMBINED - 2/20/19

VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGNCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0579	SD COMMISSION ON GAMING					
		I-021319	723-4000-429	OTHER CITY SLOTS - PYMT 8, YR 1	000000	29,829.55
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	29,829.55
			FUND 723	NICKEL SLOT PAYMENT AGNCY	TOTAL:	29,829.55
				REPORT GRAND TOTAL:		589,056.76


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.

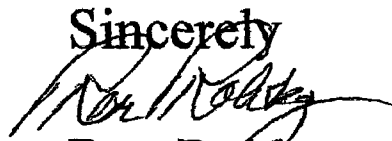
Rec'd
1/18/19
2 p.m. 

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. 1st, 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, remember what this is 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.

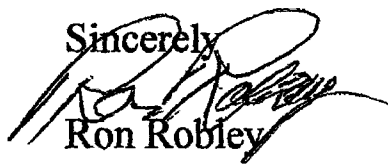
As a life time resident here I've always had nothing more, than my neighbors concerns in mind. I had a burnt tree get blown off my property and hit my neighbors garage and two cars. I did the repairs, bought him a new car and paid the deductible on the other car.

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.

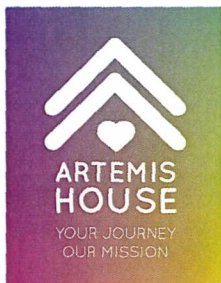
I did tell Mayor Turbiville that I wanted water and sewer brought further up the road, I didn't say to the gate but to the next corner. As far as talking with Donovan about where the line ended he wasn't sure where it was, I think he was going to find out. Going back to the 90's, I don't think I was 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

6C



**Victims of Violence Intervention Program, Inc.
Artemis House**

PO Box 486, Spearfish, SD 57783, 605-642-7825, www.artemishouse.org

Vision
*Striving for
Violence-free
Communities*

Board of Directors

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Victims Advocate

Cynthia Jensen
Rural Advocate

Mary Koens
Program Director

Julia O'Neil-King
RDS

Teri Royer
Financial Director

Danielle Budzinski
Shelter Advocate

February 8, 2019

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

Dear Ronda,

Our organization sincerely appreciates the allocation of \$2,000.00 from the 2019 City of Deadwood budget. Please consider this our request for payment in 2019.

Enclosed is our most recent audit as noted in the requirement by SDCL 9-2-11.

Sincerely,

Teri Royer

Enclosure

209-4980-429

[Handwritten signature]

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



"The Historic City of the Black Hills"
Deadwood, South Dakota 57732

65
Mike Runge
Archivist
Telephone (605) 578-2082

MEMORANDUM

Date: February 15, 2019
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: 2019 City of Deadwood Oral History Project

The Historic Preservation Office is requesting permission to hire Jaci Conrad Pearson of Lawrence County, South Dakota to collect and transcribe (10) oral histories as part of the 2019 oral history project. The Deadwood Oral History Project is in its sixteenth year and has recorded and collected 154 individual recollections. Topics include longtime residents, the advent of legalized gaming, former City and Historic Preservation commissioners, former Homestake Slime Plant employees and the development of the Michelson Trail.

The Historic Preservation Commission reviewed this request at their February 13, 2019 meeting and recommends approval.

RECOMMENDED MOTION:

Move to allow the Historic Preservation Office to enter into a contract with Jaci Conrad Pearson of Lawrence County, South Dakota, independent contractor, to collect and transcribe (10) oral histories as part of the 2019 oral history project. The cost for this project will not exceed the amount of \$6,750.00. This is a 2019 Archives budgeted project.

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"The Historic City of the Black Hills"
Deadwood, South Dakota 57732

6K
Mike Runge
Archivist
Telephone (605) 578-2082

MEMORANDUM

Date: February 15, 2019
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Digitization of Lawrence County Tax Records PHASE II

The Deadwood Historic Preservation Office is requesting permission to enter into a contract with DocuTek of Englewood, Colorado to microfilm and PDF forty-six (46) historic Lawrence County tax ledgers on file in the Case Library at Black Hills State University. These ledgers date from 1897 to 1910 and provide a wonderful amount of genealogical information including individual surname, property description including lot and block, property value, division of finances and total amount for taxes. The project estimate is attached to this memorandum.

The Historic Preservation Commission reviewed this request at their February 13, 2019 meeting and recommends approval.

RECOMMENDED MOTION:

Move to allow the Historic Preservation Office to enter into a contract with DocuTek of Englewood, Colorado to microfilm and PDF forty-six (46) historic Lawrence County tax ledgers on file in the Case Library at Black Hills State University. The cost for this project will not exceed \$5,500.00 dollars. Money for this project will come out of the 2019 Archives Budget.



DOCUTEK, INC.

THE DOCUMENT SCANNING COMPANY

DocuTek, Inc. | Jay Hoagland

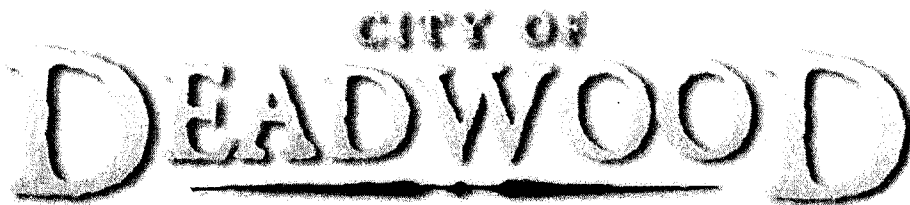
750 West Hampden Ave., L-105

Englewood, CO 80110

jayhoagland@edocutek.com

www.edocutek.com

303.722.5200



Tax Ledgers Books Microfilming and Digitization

February 7, 2019

PREPARED FOR:

Michael Runge

City Archivist

City of Deadwood

108 Sherman St.

Deadwood, SD 57732

605.578.2082

Michael.runge@cityofdeadwood.com

SCOPE OF WORK

Thank you for the opportunity to submit pricing for the microfilming and digitization of City of Deadwood Tax Ledgers books. DocuTek, Inc. has been in business since 1995. Our areas of expertise are digitizing paper, digitizing microfilm, and the creation of microfilm. All areas of our expertise would be required for this project.

Based upon the information you have emailed, listed below is the general scope of work.

Goal: Digitize Tax Ledger books into PDF files. One PDF file per ledger book. Deliverable of one PDF image per open book page, because information goes across the two physical pages.

Scope:

Year	Number of Books Per Year	Dimensions	Total Pages
1897	3	(3) 20x15x2	1140
1898	3	(2) 20x15x2 & (1) 20x15x3	1140
1899	3	(2) 20x15x2 & (1) 20x15x3	1140
1900	3	(2) 20x15x2 & (1) 20x15x3	1140
1901	3	(2) 20x15x2 & (1) 20x15x3	1140
1902	3	(2) 20x15x2 & (1) 20x15x3	1140
1903	3	(2) 20x15x2 & (1) 20x15x3	1140
1904	3	(2) 20x15x2 & (1) 20x15x4	1140

1905	4	(4) 20x15x2	1052
1906	4	(4) 20x15x2	1159
1907	4	(4) 20x15x2	857
1908	4	(4) 20x15x2	1150
1909	3	(3) 20x15x2	897
1910	3	(3) 20x15x2	797

 46 ledgers

 15,032 pages
Process:

1. Tax Ledger books will be transported to DocuTek, Inc. (located in Englewood, CO).
2. DocuTek will provide sample scans to City of Deadwood with both processes.
3. Upon approval by City of Deadwood, the microfilming and digitization process will commence. Microfilming will be done on a Kodak MRD-2 Camera.
4. Microfilm Tax Ledgers (open book). Based upon your flat surface measurements, we should be able to microfilm these open book.
5. After microfilming and microfilm processing has occurred, DocuTek will digitize microfilm images using the FlexScan Microfilm scanner made by NextScan. I have included equipment spec sheets at the end of this proposal.
6. Microfilm digitizing will occur at 300DPI in grayscale.
7. Digitize microfilm images to PDF files. One open book page = one PDF image.
8. Create one multi-page PDF file per ledger.
9. City of Deadwood deliverables will be 35MM original silver archival quality microfilm rolls and an external USB hard drive containing 46 PDF files, one for each Tax Ledger book.
10. City of Deadwood will be responsible for pickup and transportation of Tax Ledger books back to South Dakota.

COMPANY SNAPSHOT:

Legal Company Name:	Kane's Records Management Incorporated			
Doing Business As:	DocuTek Incorporated			
Corporation Type:	Colorado S Corp	Date of Incorporation:		1995
Principals:	Jay A. Hoagland jayhoagland@edocutek.com		Kenneth M. Voiles kenvoiles@edocutek.com	
Primary Business Location:	750 West Hampden Ave., L-105 Englewood, CO 80110			
Telephone:	303-722-5200 or 800-216-7807		Fax:	303-722-8567
Website:	www.edocutek.com			
FEIN:	84-1291328		DUNS:	835681123
Authorized Partner Companies:	Canon USA; Cranel; Digitech Systems; E-Imagedata; Ingram Micro; nextScan; Panasonic; Paradigm Imaging Group; Square9 Softworks			



COMPANY PROFILE & CLIENT REFERENCES



DOCUTEK, INC.

THE DOCUMENT SCANNING COMPANY

www.edocutek.comjayhoagland@edocutek.com

303.722.5200

DocuTek Incorporated is located in Lakewood, Colorado and provides document scanning services throughout the United States. Our company provides Document Scanning Services, Microfilm Scanning Services, NextScan Virtual Film Software, PaperVision EDMS Software, Document Scanner Sales, Microfilm Scanner Sales, and Support Services for all hardware and software that we sell. The focus of our company is to help organizations effectively manage paper, microfilm, and electronic content through our Conversion Services Department and/or by recommending, designing and implementing "in-house" software/hardware solutions. DocuTek has established a proven track record and a large customer base throughout Colorado and Southern Wyoming.

DocuTek, Inc. has been in business since 1995. We have converted millions of images from paper and microfilm into digital format for a wide range of customers and industries. We have partnered with industry leading companies like Canon USA, Digitech Systems, E-Imagedata, nextScan, and Panasonic to allow us to offer our clients the best and most innovative solutions at extremely competitive prices. Over 23 years of experience in digitizing records (paper & microfilm) has enabled our company to develop a sound project workflow methodology, quality control practices, and the use of state-of-the-art scanning equipment and software that will insure that our conversion services are done to your complete satisfaction.

Listed below are some important facets of our company that we believe make DocuTek uniquely qualified and capable to complete this project for the City of Deadwood:

- **OWNERSHIP AND STAFF EXPERIENCE.** The two owners have over 50+ years of experience, with primary roles of Technical Expertise and Project Management. Key personnel that would be involved with your project have almost 100 years combined experience working in document conversion service bureaus. During our 23 years in business we have scanned millions of images from paper and microfilm.
- **SECURITY.** DocuTek has successfully completed many projects with highly sensitive and confidential information, including: state income tax returns, medical records, police department case files, human resources files, and various financial and legal records. All documents to be scanned at our facility will be transported by DocuTek authorized personnel in one of our company vehicles to ensure proper chain of custody. No third party transportation will be utilized. Once at our secured facility, City of Deadwood Tax Ledgers will be stored in a secured area, accessible only to authorized employees. During the scanning process, images will reside strictly on a "stand alone" computers and/or encrypted USB hard drives, with no network or internet capabilities.
- **CONFIDENTIALITY.** DocuTek requires that all employees submit to a background check and sign a non-disclosure agreement as a term of employment.
- **EXPERIENCE WITH DIFFERENT RECORD TYPES.** As indicated by our current client lists and references, DocuTek has worked on a number of projects involving various historical/archival document types, each with their own unique and challenging

requirements. No matter what document type, condition or format, we have probably scanned it.

- **CUSTOMER SERVICE.** Client satisfaction is our first priority and our customer service is second to none. We are very responsive to any needs of our customers and are able to quickly implement changes as necessary. Through the course of the project, DocuTek will provide regular updates to insure we are on task and on time.
- **SCANNING/MICROFILMING EQUIPMENT AVAILABILITY AND RELIABILITY.** All servicing of our equipment is done "in house". Our Service Technicians are available to remedy hardware and software issues immediately. This minimizes down time by having onsite Service Technicians who can quickly resolve any issues and lowers our cost of doing business by not having to pay 3rd party companies. Additionally, this further protects our client's confidential records by minimizing or eliminating the need for non-authorized personnel entering work areas.
- **NO SUBCONTRACTING.** All work will be done by DocuTek employees at our document conversion facility in Englewood. NO PORTION of the job will be outsourced to a subcontractor.
- **FOCUS.** Document scanning, microfilming scanning, microfilming, sales/service of scanner equipment and the design, installation and support of electronic document management systems software is all we do. It is not just our primary line of business, it is our only line of business. We don't sell copiers or printers or any other business ventures outside of document scanning and document management.

Below are few of our other current clients, for whom we provide other document/microfilm conversion, software integration and/or hardware and software support services:

COUNTY GOVERNMENT

- Adams County Sheriff's Office
- Albany County Clerk
- Arapahoe County Court
- Arapahoe County Sheriff's Dept
- City and County of Denver
- Denver County Courts
- El Paso County Combined Courts
- El Paso County Clerk & Recorder
- Jefferson County Clerk and Recorder
- Jefferson County School District
- Kiowa County Clerk & Recorder
- Kit Carson County
- Lake County Public Library
- Laramie County Clerk
- Larimer County
- Lincoln County Clerk & Recorder
- Prowers County Clerk & Recorder
- Pueblo County Clerk & Recorder
- Washington County Clerk & Recorder
- Weld County Information Services

FEDERAL GOVERNMENT

- Adjutant General's Office
- Bureau Of Land Management
- Bureau Of Reclamation
- GSA Administration Office
- Interior Business Center
- Mine Safety & Health Administration
- Rocky Mountain Arsenal National Refuge
- U.S. Air Force Academy
- U.S. Geological Survey
- USDA Forest Service

STATE GOVERNMENT

- Colorado Dept of Agriculture
- Colorado Dept of Health & Environment
- Colorado Dept of Human Services
- Colorado Dept of Regulatory Agencies
- Colorado Dept of Revenue
- Colorado Dept of State
- Colorado Division of Water Resources
- Colorado Integrated Document Solutions
- Colorado Judicial
- Colorado Office of Natural Resources
- Colorado State University
- Colorado's Child Protection Ombudsman
- E-470 Public Highway Authority
- History Colorado
- University of Colorado
- University of Northern Colorado
- Wyoming Dept of Environmental Quality
- Wyoming State Archives

LOCAL GOVERNMENT

- Aurora Public Schools
- City of Colorado Springs
- City of Fort Collins
- City of Greenwood Village
- City of Lakewood Police Dept.
- City of Littleton
- City of Longmont
- City of Pueblo Clerk & Recorder
- Colorado Springs School District 11
- Denver Public Library
- Denver Water Department
- Eagle Valley Library District
- Englewood Public Schools
- Littleton Public Schools
- Pueblo Library District
- Pikes Peak Library District
- Thompson School District
- Town of Castle Rock

CLIENT REFERENCES

The following organizations have relied on DocuTek for their document digitization projects.



COLORADO
Department of Education
Colorado State Library

Colorado Library Consortium

Regan Harper

Director, Networking & Resource Sharing

303.866.6907

Denver, CO

Harper_r@cde.state.co.us

Scanning of Microfilm Rolls

June 2014 to Present



History Colorado

Kerry Baldwin

Library Director

303.844.4600

Denver, CO

Kerry.baldwin@state.co.us

Microfilming, Scanning, and

Digitization of Newspapers

2010 to Present



Wyoming State Archives

Michael Strom

State Archivist

307.777.7020

Michael.strom@wyo.gov

Microfilming, Scanning, and
Digitization of Newspapers and
Documents

May 2011 to Present

FEE SCHEDULE AND PROJECT ESTIMATES

Microfilming and Digitizing Tax Ledger books

OFF-SITE CONVERSION SERVICES FEE SCHEDULE			
DESCRIPTION	Cost Per Unit	QUANTITY	TOTAL
Microfilm and digitize 46 Ledgers to 35MM Negative Silver Master Microfilm and PDF Images (one PDF = one ledger)	\$0.30	15,032	\$4,509.60
Extra Handling and Preparation for Microfilming Ledgers Open Book	\$20.00	46	\$920.00
Total Project cost for Delivered PDF images and Original Archive Quality Microfilm Rolls.			\$5,429.60

Please do not hesitate to contact me should you have any questions or need any additional information. I would be happy to explain any of the options in more detail.

Sincerely,



Jay Hoagland

jayhoagland@edocutek.com

303-722-5200

This proposal contains proprietary and confidential information owned by DocuTek, Inc. This proposal is for informational purposes only and for the Recipient and is not authorized for distribution to anyone other than the Recipient. Recipient acknowledges and agrees that in order to protect DocuTek's interest in its proprietary and confidential information, this proposal will be maintained in strict confidence and will not be disclosed to third parties or used by the Recipient for any purpose other than considering whether to enter into an agreement with DocuTek, without the express written consent of DocuTek, Inc. Neither this proposal nor the information contained herein may be reproduced or used for any other purpose.



DocuTek, Inc. | Jay Hoagland
750 West Hampden Ave., L-105
Englewood, CO 80110
jayhoagland@edocutek.com
www.edocutek.com
303.722.5200



Tax Ledgers Books Microfilming and Digitization

February 7, 2019

PREPARED FOR:

Michael Runge
City Archivist
City of Deadwood
108 Sherman St.
Deadwood, SD 57732
605.578.2082

Michael.runge@cityofdeadwood.com

SCOPE OF WORK

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- Lake County Public Library
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- Larimer County
- Lincoln County Clerk & Recorder
- Prowers County Clerk & Recorder
- Pueblo County Clerk & Recorder
- Washington County Clerk & Recorder
- Weld County Information Services

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- Adjutant General's Office
- Bureau Of Land Management
- Bureau Of Reclamation
- GSA Administration Office
- Interior Business Center
- Mine Safety & Health Administration
- Rocky Mountain Arsenal National Refuge
- U.S. Air Force Academy
- U.S. Geological Survey
- USDA Forest Service

STATE GOVERNMENT

- Colorado Dept of Agriculture
- Colorado Dept of Health & Environment
- Colorado Dept of Human Services
- Colorado Dept of Regulatory Agencies
- Colorado Dept of Revenue
- Colorado Dept of State
- Colorado Division of Water Resources
- Colorado Integrated Document Solutions
- Colorado Judicial
- Colorado Office of Natural Resources
- Colorado State University
- Colorado's Child Protection Ombudsman
- E-470 Public Highway Authority
- History Colorado
- University of Colorado
- University of Northern Colorado
- Wyoming Dept of Environmental Quality
- Wyoming State Archives

LOCAL GOVERNMENT

- Aurora Public Schools
- City of Colorado Springs
- City of Fort Collins
- City of Greenwood Village
- City of Lakewood Police Dept.
- City of Littleton
- City of Longmont
- City of Pueblo Clerk & Recorder
- Colorado Springs School District 11
- Denver Public Library
- Denver Water Department
- Eagle Valley Library District
- Englewood Public Schools
- Littleton Public Schools
- Pueblo Library District
- Pikes Peak Library District
- Thompson School District
- Town of Castle Rock

CLIENT REFERENCES

The following organizations have relied on DocuTek for their document digitization projects.



Colorado Library Consortium
Regan Harper
Director, Networking & Resource Sharing
303.866.6907
Denver, CO
Harper_r@cde.state.co.us

Scanning of Microfilm Rolls
June 2014 to Present



History Colorado
Kerry Baldwin
Library Director
303.844.4600
Denver, CO
Kerry.baldwin@state.co.us

Microfilming, Scanning, and
Digitization of Newspapers
2010 to Present



Wyoming State Archives
Michael Strom
State Archivist
307.777.7020
Michael.strom@wyo.gov

Microfilming, Scanning, and
Digitization of Newspapers and
Documents
May 2011 to Present

FEE SCHEDULE AND PROJECT ESTIMATES

Microfilming and Digitizing Tax Ledger books

OFF-SITE CONVERSION SERVICES FEE SCHEDULE			
DESCRIPTION	Cost Per Unit	QUANTITY	TOTAL
Microfilm and digitize 46 Ledgers to 35MM Negative Silver Master Microfilm and PDF Images (one PDF = one ledger)	\$0.30	15,032	\$4,509.60
Extra Handling and Preparation for Microfilming Ledgers Open Book	\$20.00	46	\$920.00
Total Project cost for Delivered PDF images and Original Archive Quality Microfilm Rolls.			\$5,429.60

Please do not hesitate to contact me should you have any questions or need any additional information. I would be happy to explain any of the options in more detail.

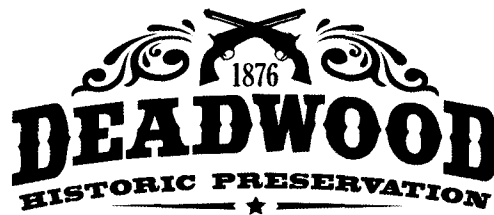
Sincerely,



Jay Hoagland
jayhoagland@edocutek.com
 303-722-5200

This proposal contains proprietary and confidential information owned by DocuTek, Inc. This proposal is for informational purposes only and for the Recipient and is not authorized for distribution to anyone other than the Recipient. Recipient acknowledges and agrees that in order to protect DocuTek's interest in its proprietary and confidential information, this proposal will be maintained in strict confidence and will not be disclosed to third parties or used by the Recipient for any purpose other than considering whether to enter into an agreement with DocuTek, without the express written consent of DocuTek, Inc. Neither this proposal nor the information contained herein may be reproduced or used for any other purpose.

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



6L
Kevin Kuchenbecker
Historic Preservation Officer
Telephone (605) 578-2082
kevin@cityofdeadwood.com

MEMORANDUM

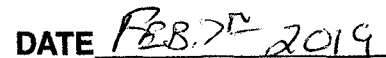
Date: February 15, 2019
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Installation of Historic Soda Fountain

The City of Deadwood has held the public meetings and is entering into an agreement with Dina Flores, Big Dipper, to lease the Historic Soda Fountain once located in the Goldberg building. Ms. Flores has prepared the location for the installation but the agreement will be for the City to utilize a contractor to install the Historic Soda Fountain with Flores to reimburse the City for said expenses.

The Historic Preservation Office is requesting permission to pay PL Carpentry for the installation of the Historic Soda Fountain in the amount of \$8,979.96 with the funds being taken out of Historic Preservation Capital Assets but reimbursed through the lease agreement with Ms. Flores. This bill for the installation amount will be paid back to the City.

RECOMMENDED MOTION:

Move to pay PL Carpentry to install the Historic Soda Fountain in the amount of \$8,979.96 to be taken out of the HP Capital Assets account and to be reimbursed by Ms. Flores through the lease agreement.



Cell: (605) 591-9870 Office: 574-3938
22894 S. Rochford Road, Hill City, SD 57745

ESTIMATE

Job Name / Location Big Dip / Deadwood Historical Society

Attention Historic Soda Fountain

Address _____ **City** _____ **State** _____ **Zip** _____

Phone _____ **Cell** _____ **Fax** _____

QTY.	UNIT	DESCRIPTION / MATERIAL	PRICE	AMOUNT
		Install Historic Soda Fountain @ Big Dip Store Main St. Deadwood		
		More from Street aw pellets' the Marble and Caparites' Frame Substructure and install Marble		
		2 weeks', 2 men of Labor 160 hrs with some extra labor	8000	-
		10% overhead	800	-
			8800	-
		S.D. TAX	179	96
		No permit required		

ADDITIONAL NOTES AND CONCERNS

Any Extra work out side the install will be at 45 per hour per man. To be determined on site!

Not Responsible for Broken Parts or pieces!

SUBTOTAL	8979	96
---------------------	------	----

ESTIMATED JOB COST

8979 96

Paul Lane

JOB ESTIBATED BY

FEB 7th 2019

DATE OF ESTIMATE

This estimate is for completing the job as described above. It is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems or adverse weather conditions arise after the work has started.

Upon completion, unless other arrangements have been made we do expect payment **within 14 days**. There will be a 2.5% interest charge per month on late invoices.

6M

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;

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.

CITY OF DEADWOOD

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

ATTEST:

Jessica McKeown, Finance Officer

6N

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

QUIT CLAIM DEED

City of Deadwood, a South Dakota municipality and political subdivision of the State, Grantor, which address is 108 Sherman Street, Deadwood, South Dakota 57732, for and in consideration of One Dollar (\$1) and other good and valuable consideration, conveys and quitclaims to the **Deadwood-Lead Economic Development Corporation**, Grantee, a South Dakota non-profit business corporation, of 108 Sherman Street, Suite 110, Deadwood, South Dakota 57732, all of Grantor's right, title and interest in and to the following-described real estate in the County of Lawrence, State of South Dakota:

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.

Exempt from transfer fee pursuant to SDCL 43-4-22(2, 18).

Dated this _____ day of _____, 2019.

CITY OF DEADWOOD:

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

ATTEST:

Jessica McKeown
Finance Officer

State of South Dakota)
) ss.
County of Lawrence)

On this the _____ day of _____, 2019, before me, the undersigned officer, personally appeared **David R. Ruth, Jr.**, known to me or satisfactorily proven to be the Mayor of the **City of Deadwood**, whose name is subscribed to the foregoing instrument, and acknowledged that, being so authorized, he executed the same in the capacity and for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

(SEAL)

Notary Public
My Commission Expires: _____

CERTIFICATE OF REAL ESTATE VALUE [SDCL 7-9-7(4)]

State of South Dakota, County of Lawrence

COURTHOUSE USE ONLY

Book _____ Page _____

Ratio Card No. _____

Seller(s): City of Deadwood
Name

(605) 722-5900

Phone Number

Mailing
Address 102 Sherman Street
Street/Box NumberDeadwood
CitySD 57732
State/Zip CodeBuyer(s): Deadwood-Lead Economic Development Corporation
Name

(605) 722-1657

Phone Number

Current
Mailing Address 108 Sherman Street Suite 110
Street/Box NumberDeadwood
CitySD 57732
State/Zip Code**NEW**
Mailing
Address _____
Street/Box Number_____
City_____
State/Zip Code**OWNER OCCUPIED – THIS BOX TO BE COMPLETED BY BUYER ONLY****These items are important to complete for property to continue to be classified as owner occupied for a lower property tax rate.**

Property is currently classified as owner-occupied

YES ☐ NO ☐

Property will be occupied by buyer on _____ (date)

YES ☐ NO ☐

Property will be principal residence of buyer on the above stated date

YES ☐ NO ☐

Do you own any other residential property in the United States?

YES ☐ NO ☐ If yes, state location _____

Signature (BUYER ONLY) _____

Legal Description (Please include the number of acres for unplatted properties)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

(1) Date of Instrument _____

(2) Type of Instrument:Quit Claim Deed ☐
Other (specify) _____Warranty Deed ☐
Trustee's Deed ☐Executor's Deed ☐
Administrator's Deed ☐Mineral Deed ☐
Gift ☐**(3) Items Involved in Transaction**(a) Was this property offered for sale to the general public YES ☐ NO ☒(b) Relationship between buyer and seller? YES ☐ NO ☒(c) Was this property sold by owner ☒ agent ☐(d) Actual Consideration Exchanged: **\$Exempt**(e) Adjusted price paid for real estate: **\$-0-**(actual consideration less amount paid for major items of
personal property which are listed below)In the blanks below, list any major items of personal property and their value which were included in the total purchase price (i.e. furniture, inventory,
crops, leases, franchises): _____(4) Was there Buyer Financing YES ☐ NO ☒ If yes, items (a) and (b) below **MUST** be completed**(a) Type of Buyer Financing – check where applicable**Conventional Bank Loan ☐ Like Kind Exchange ☐
Cash Sale ☐ Assumed Mortgage ☐
FHA, FmHA, SDHA Loan ☐ Farm Credit Service ☐
Contract for Deed ☐ [must complete part (b)]
Other ☐**(b) Contract for Deed YES ☐ NO ☐ (If yes, MUST complete items below)**Down Payment \$ _____
Monthly/Yearly Payment \$ _____ Interest Rate _____ %
No. of Payments _____ Balloon Payment \$ _____

Signature of seller, Buyer, or agent of _____

Date _____

**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.

City of Deadwood

David Ruth Jr., Mayor

ATTEST:

Jessica McKeown, Finance Officer

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

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held February 19, 2019, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

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

Notice of transfer from Broken Arrow Trading Company Inc. (RB-21478), 5' Lot 12 and All Lot 13 Block 27, Original Town Deadwood, Lawrence County SD to H&H Deadwood, LLC. dba Deadwood Winery at 696 Main Street.

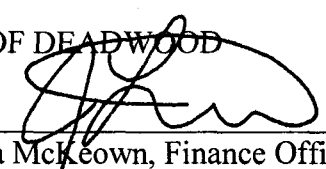
1 – Retail (on-off sale) wine:

Notice of transfer from Broken Arrow Trading Company Inc. (RB-21478), 5' Lot 12 and All Lot 13 Block 27, Original Town Deadwood, Lawrence County SD to H&H Deadwood, LLC. dba Deadwood Winery at 696 Main Street.

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

Dated this 4th day of February, 2019.

CITY OF DEADWOOD



Jessica McKeown, Finance Officer

Publish: B.H. Pioneer – February 7, 2019

For any public notice that is published one time:

Published once at the total approximate cost of _____.

**NOTICE OF PUBLIC HEARING
CAMARO RALLY
ON STREET PARKING**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held February 19, 2019, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Main Street Parking Request:

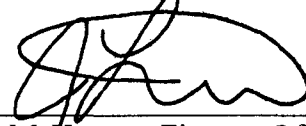
Main Street parking from Celebrity to Mineral Palace (southwest side only) from 5:00 p.m. to 9:00 p.m. on Friday, June, 28, 2019.

Main Street parking from Wall to Lee Street (northwest side only) from 5:00 p.m. to 9:00 p.m. on Friday, June 28, 2019.

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

Dated this 4th day of February 2019.

CITY OF DEADWOOD

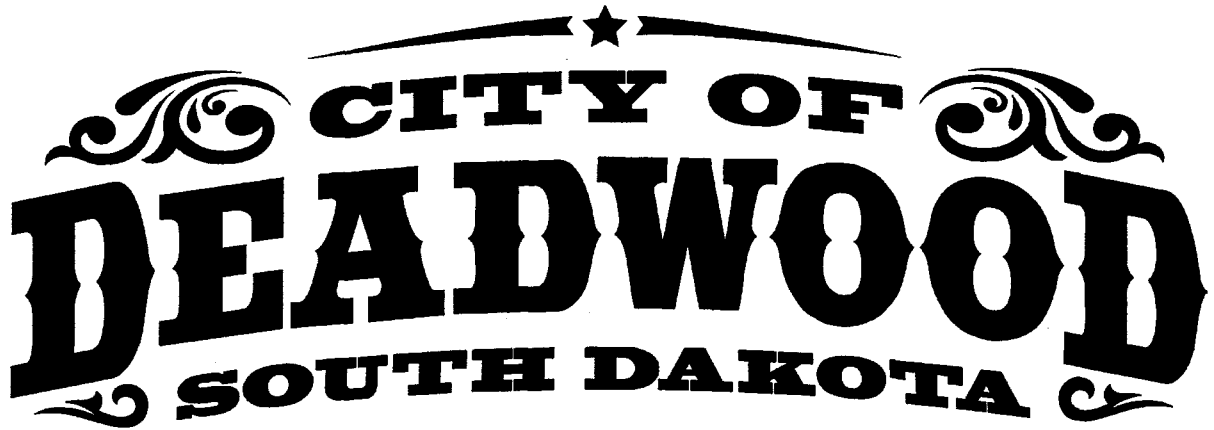


Jessica McKeown, Finance Officer

Publish B.H. Pioneer: February 7, 2019

For any public notice that is published one time:

Published once at the total approximate cost of _____.



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

2019 Sturgis Camero Rally

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 Parking cars for the 2019 Camaro Rally Slot Tournament

Event Title: 2019 Sturgis Camaro Rally

Event Date(s): June 28, 2019 Total Anticipated Attendance: 30 cars
(month, day, year)

(# of Participants # of Spectators)

Actual Event Hours: (from): 5:00 PM AM / PM (to): 9:00 PM AM / PM

Location / Staging Area: Wall- Lee/Bodega Side Celebrity side- Mineral Palace

Set up/assembly/construction Date: 4:30 PM Start Time: 9:00 PM AM / PM

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

Park cars- no street closure

Dismantle Date: 6/28/19 Completion time: 9:00 PM 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:

N/A

- 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: Sturgis Camaro Rally

Chief Officer of Organization (NAME): Jerry Cole

Applicant (NAME): Mineral Palace Business Phone: (605) 578-2036

Address: 601 Main St Deadwood SD 57732
(city) (state) (zip code)

Daytime phone: (605) 578-2036 Evening Phone: (605) 490-6132 Fax #: (605) 578-2037

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

Name: N/A

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

Contact person "on site" day of event or facility use Jerry Cole Pager/Cell #: 605-490-1642

(Note: This person must be in attendance for the duration of the event and immediately available to city officials)

REQUIRED: Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.

FEES / PROCEEDS / REPORTING

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

\$20.00 Fee for Mineral Palace for food and gaming

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:

No Street Closure

Sturgis Camaro Rally participants requests a Deadwood Night. Mineral Palace is hosting a slot tournament on the evening of Friday June 28, 2019.

We are requesting special parking permission during the event to allow participants to show off their cars and attract attention to Main St. We expect more than 30 cars to attend, which will bring business to Broadway Parking facility for extra revenue.

**NOTICE OF PUBLIC HEARING
RELAXATION OF OPEN CONTAINER ORDINANCE
FOR FORKS CORKS KEGS EVENT**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held February 19, 2019 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

OPEN CONTAINER REQUEST:

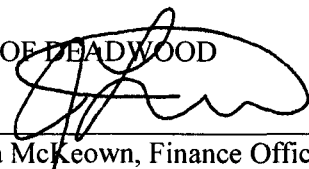
Friday April 5, 2019: Relaxation of Open Container Ordinance on Main Street from Tin Lizzie Gaming Resort to Masonic Temple, Broadway St from Wall to Shine. Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to 83 Sherman Street from 5:00 p.m. to 10:00 p.m.

Saturday April 6, 2019: Relaxation of Open Container Ordinance on Main Street from Tin Lizzie Gaming Resort to Masonic Temple, Broadway St from Wall to Shine. Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to 83 Sherman Street from 11:00 a.m. to 10:00 p.m.

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

Dated this 4th day of February, 2019.

CITY OF DEADWOOD

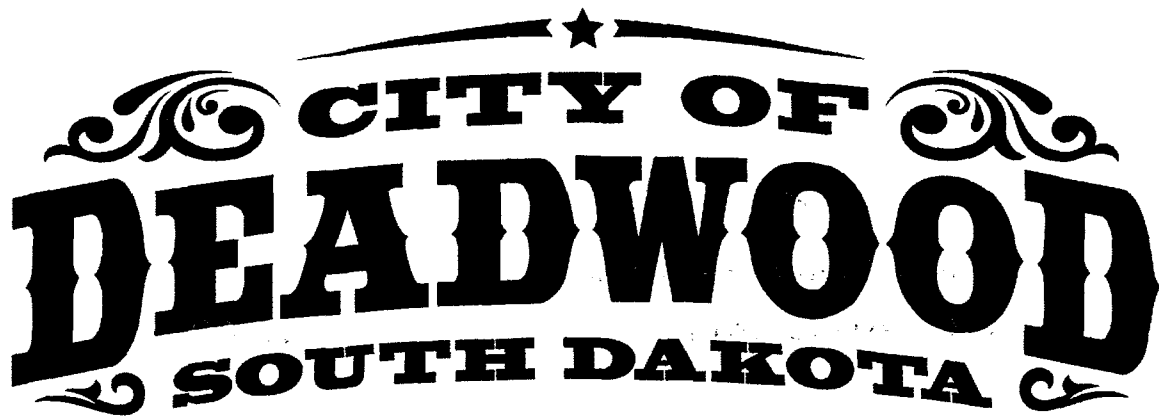


Jessica McKeown, Finance Officer

Publish BH Pioneer: February 7, 2019

For any public notice that is published one time:

Published once at the total approximate cost of _____.



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

APRIL 5+6

FORKS, CORKS and KEGS 2019

Instructions:

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

EVENT INFORMATION

Type of Event:

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

Event Title: FORKS, CORKS AND KEGS

Event Date(s): 5-6 APRIL 2019 Total Anticipated Attendance: 1,000
(month, day, year)

(# of Participants _____ # of Spectators _____)

Actual Event Hours: (from): 11 am AM / PM (to): 10 pm AM / PM

Location / Staging Area: MAIN ST AND DMG

Set up/assembly/construction Date: 5 APRIL Start Time: 4 pm AM / PM

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

Dismantle Date: 4-6-19 Completion time: 10 pm 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:

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

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit)

☐ Noncommercial (nonprofit)

Sponsoring Organization: THE DEADWOOD CHAMBER

Chief Officer of Organization (NAME): LEE HARSTED

Applicant (NAME): SARAH KRYGER Business Phone: (605) 578-1876

Address: 501 MAIN ST DEADWOOD SD 57732
(city) (state) (zip code)

Daytime phone: (605) 578-1876 Evening Phone: (605) 863-1249 Fax #: (605) 578-2425

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

Name: _____

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

Contact person "on site" day of event or facility use ~~605-771-1249~~ SARAH KUSE Pager/Cell #: 605-863-1249

(Note: This person must be in attendance for the duration of the event and immediately available to city officials)

REQUIRED: Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.

FEES / PROCEEDS / REPORTING

NO

YES



Is your organization a "Tax Exempt, nonprofit" organization? If YES, you must attach a copy of your IRS 501C Tax Exemption Letter to this Special Event Permit application (providing proof and certifying your current tax exempt, nonprofit status).



Are admission, entry, vendor or participant fees required? If YES, please explain the purpose and provide amount(s):

TICKETS TO EVENT

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:

BEER AND WINE FESTIVAL.

FOOD TASTING.

LIMIT TO 1000 TICKETS

REQUEST OPEN CONTAINER

FRI APRIL 5TH 5pm-10pm

SAT APRIL 6TH 11AM-10PM

ZONE 1+2

**NOTICE OF PUBLIC HEARING
DEADWOOD MICKELSON TRAIL MARATHON**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held on February 19, 2019 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Sherman Street Parking Lot:

Requesting use of the Sherman Street Parking Lot on June 1 and June 2, 2019 to be used as the finish line for the Fast 5K, Kids 1K and 2K and Mickelson Trail Marathon.

Event Complex:

Requesting use of the Event Complex parking area from 5:00 a.m. to 3:00 p.m. on June 2, 2019 to allow privately hired buses to pick up and transport contestants to the starting and finishing lines for the event.

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

Dated this 4th day of February, 2019.

CITY OF DEADWOOD

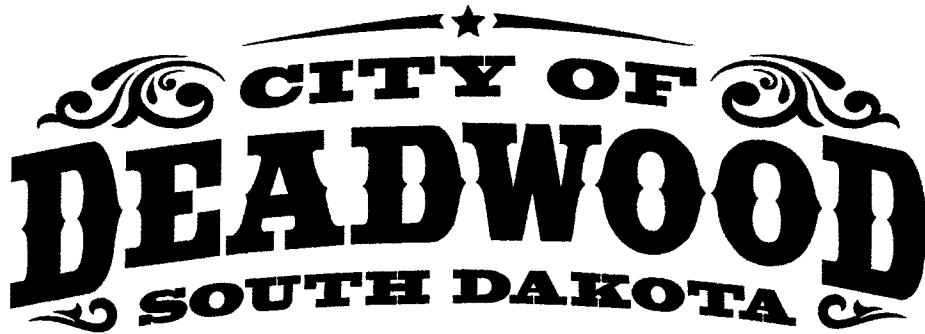


Jessica McKeown, Finance Officer

Publish: B.H. Pioneer: February 7, 2019

For any public notice that is published one time:

Published once at the total approximate cost of _____.



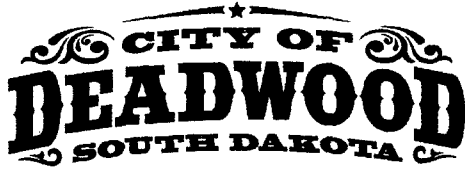
Event Complex Rental and Use Agreement

Event: Deadwood Mickelson Trail

Date: 6/2/19

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

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



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood Mickelson Trail Marathon, Half Marathon, 5 Person Marathon Relay

Contact Information:

Name of Applicant: Emily Wheeler

Business/Organization: WEM, Inc

Mailing Address: 8510 Kings Court

City, State Zip: Rapid City, SD 57702

Business Phone: 605-390-6137

Cell Phone: 605-390-6137

Email Address: emily@runcrazyhorse.com

Dates Event Complex requested:

Set up Date(s): 6/2/19

Hour(s): 4:30am

Event Date(s): 6/2/19

Hour(s): 4:30am-3pm

Clean-up Date(s): N/A

Hour(s): _____

Approximate number of people who will attend: 2000

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

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

Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

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

Rental Fees:

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

Ticketed Events:

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

Rental Fees subject to change.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Event Complex Facilities \$ _____ Key Deposit \$ _____

Parking Lots \$ 500 Cleaning/Damage Deposit \$ _____

Baseball Fields \$ _____

Total Fees \$ 500 **Total Deposits** \$ _____

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

Organization: WEM, Inc

Name: Emily Wheeler Title: Race Director

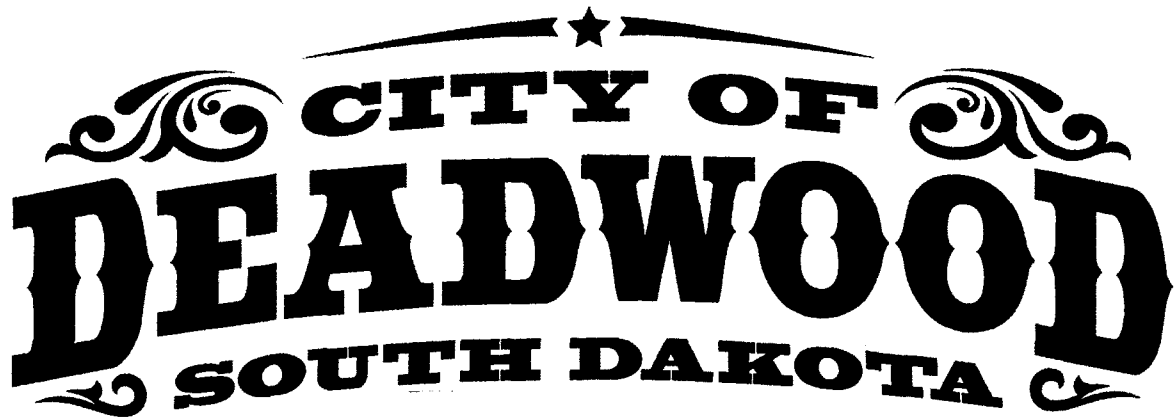
Signature: _____ Date: 1/23/19

For Office Use Only:

Date Fees Received _____ Total(s): _____

City Representative: _____ Title: _____

Signature: _____ Date: _____



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

Instructions:

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

EVENT INFORMATION

Type of Event:

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

Event Title: Deadwood Mickelson Trail Marathon, Half Marathon, 5 Person Marathon Relay, 5K and Kids

Event Date(s): 6/1/19 and 6/2/19 (month, day, year) Total Anticipated Attendance: 4500
(# of Participants 3000 # of Spectators 1500)

Actual Event Hours: (from): Sat 11am and Sun 8am AM / PM (to): Sat and Sunday 3pm AM / PM

Location / Staging Area: Sherman Street Lot

Set up/assembly/construction Date: Friday May 31, 2019 Start Time: 9am AM / PM

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

Set up finish chute with event barricades, set up city tent, BHSU tent and porta pot delivery

Dismantle Date: June 2 and 3rd 2019 Completion time: noon 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:

will not need closure but will stop traffic for runners at Hwy 85 and 385 Mickelson Trail crossings

- 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: WEM, Inc

Chief Officer of Organization (NAME): Emily Wheeler

Applicant (NAME): Emily Wheeler Business Phone: 605 390-6137

Address: 8510 Kings Court Rapid City SD 57702
(city) (state) (zip code)

Daytime phone: 605 390 6137 Evening Phone: 605 390 6137 Fax #: ()

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

Name: _____

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

Contact person "on site" day of event or facility use Emily Wheeler Pager/Cell #: 605-390-6137

(Note: This person must be in attendance for the duration of the event and immediately available to city officials)

REQUIRED: Attach a written communication from the Chief Officer of the organization which authorizes the applicant or professional event organizer to apply for this Special Event Permit on their behalf.

FEES / PROCEEDS / REPORTING

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

Fees vary from \$10 to \$100 depending on the distance and time of registration. Fees

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:

A run/ walk on the Mickelson Trail with the finish line and spectator area in the Sherman Street Lot. Saturday, June 1st will be the 5K and Kids 1K from 11:30am-3pm and Sunday, June 2nd will be the Marathon, Half Marathon and Marathon relay. Parking will be at the Rodeo Grounds and Trolleys will bring runners from local hotels to the rodeo grounds where hired buses will take runners to the starts by 8am.

ORDINANCE NUMBER: 1290

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

Chapter 12.54
PARKS AND RECREATION AREAS

12.54.010 System established.

There is hereby established in the city a system of parks and recreation areas, and for such purpose the city may acquire, equip and maintain land, buildings, or other recreational facilities, and expand its funds therefor.

12.54.020 Parks designated.

The city's parks and public spaces, together with all structures, buildings, improvements and equipment thereon, are the property of the city and shall be and constitute the city parks.

12.54.030 Management.

Until and unless otherwise provided for, the management of the city parks shall be in the hands of the public works director and the supervision shall rest with the City Commission.

12.54.040 Closure authorized.

Upon determination that it would be in the best interests of the city that the city parks or any part thereof be closed to the public for any reason, the public works director shall, without further notice, have the authority to close all or any part of any city park to public use.

12.54.050 Facility Reservations.

Reservations for City of Deadwood Parks and Recreational Facilities require making application with the Deadwood Public Works Department for the reservation. Applicants reserving a Park and Recreational Facility must provide proof of a \$1,000,000.00 liability insurance policy with the City of Deadwood identified as additionally insured for the duration of the reservation at the determination of the Public Works Director or his/her designee unless otherwise agreed upon in writing by the City of Deadwood.

12.54.060 Prohibited.

Alcohol, anchoring of tents or inflatables in the ground without the permission of the Public Works Director or his/her designee is strictly prohibited.

Dated this 19th day of February, 2019.

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST: Jessica McKeown, Finance Officer

First Reading: February 4, 2019

Second Reading: February 19, 2019

Publish: February 21, 2019

Adopted: March 13, 2019

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



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

**STAFF REPORT
BOARD OF ADJUSTMENT
FEBRUARY 19, 2019**

APPLICANT: Deadwood Stage Run LLC
C/O Palisades LLC
11 Charles St.
Deadwood, SD 57732

PURPOSE: Transfer Property

GENERAL LOCATION: Stage Run Development

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

FILE STATUS: All legal obligations have been completed.

ZONE: PUD R2 – Multi-Family District

STAFF FINDINGS:

Surrounding Zoning:

North: R1 – Residential
South: PF – Park Forest
East: PF – Park Forest
West: PF – Park Forest

Surrounding Land Uses:

Dwellings
Vacant Land
Vacant Land
Vacant Land

SUMMARY OF REQUEST

The Final Plat of the Stage Run Lots has been submitted to transfer property. The property is located in the Stage Run Development.

FACTUAL INFORMATION

1. The property is currently zoned R2 – Multi-Family Residential District
2. Lot C-1, is comprised of 5.45 Acres±
Lot C-2, is comprised of 5.13 Acres±
Lot B, is comprised of 1.77 Acres±
3. The subject property is located within a low density designation.
4. The property is not located within a flood zone or flood hazard zone.
5. Public facilities are not available to serve the property
6. The area is currently characterized by open space and residential dwellings.

STAFF DISCUSSION

The subject property is owned by the City of Deadwood and this plat will allow for transfer of Tract A-1. The lots meet the area and bulk requirements for square footage.

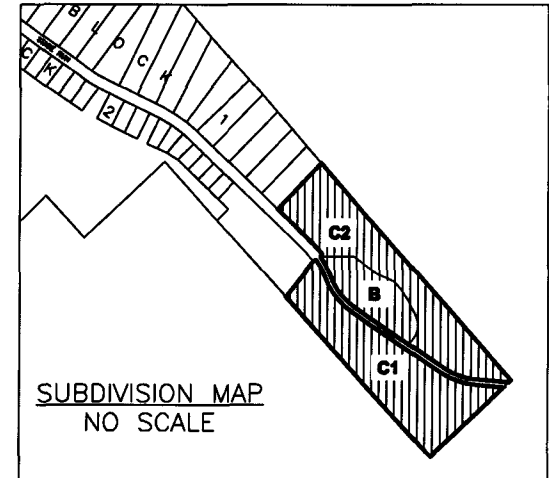
1. The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
2. Land is identified with a new legal description for the transfer of the land.
3. Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
4. A date is shown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

ACTION REQUIRED:

1. **Approved by Deadwood Planning and Zoning Commission on 2/6/19.**
2. Approval / denial by Deadwood Board of Adjustment.

OWNER/DEVELOPER:
PALISADES LLC
376 MAIN ST.
DEADWOOD, SD 57732
1-605-578-1567

**PLAT OF 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**



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

NOTES:
1. PROPOSED LOT AREA = 12.35 ACRES±;
PROPOSED R-O-W AREA = 0.00 ACRES±;
TOTAL PROPOSED PLATTED AREA: 12.35 ACRES±
REMAINING AREA PALISADES TRACT 70.66 ACRES±
EASEMENTS INCLUDED IN ALL AREAS.
2. 5' UTILITY EASEMENT ON INTERIOR OF ALL LOT LINES.
3. WE HEREBY GRANT EASEMENTS TO RUN WITH THE LAND
FOR WATER, DRAINAGE, SEWER, GAS, ELECTRIC, TELEPHONE,
OR OTHER PUBLIC UTILITY LINES OR SERVICES UNDER, ON
OR OVER THOSE PORTIONS OF LAND DESIGNATED HEREON AS
EASEMENTS.
4. DETAILED CURVE DATA IN PLAT DOC#2008-5119.

SHEET 1 OF 2

LINE	BEARING	DISTANCE
L1	N53°56'55"E	13.00
L2	S39°06'56"E	45.93
L3	S32°04'10"E	58.67
L4	S50°21'25"W	10.88
L5	S53°56'55"W	13.00
L6	N46°19'23"E	13.35
L7	S55°38'12"E	192.78
L8	N38°15'43"E	65.26

CURVE	RADIUS	ARC LENGTH
C1	312.00	90.09
C2	288.00	182.18
C3	288.00	83.73
C4	312.00	197.36
C5	288.00	147.54
C6	312.00	159.84



PREPARED BY:
**ARLETH LAND
SURVEYING, LLC**

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

DATE: JANUARY 24, 2019
REV:
SCALE: 1"=150'

APPROVED: JMA
DRAWN: FD
FILE: PLATS/271 LOT C2

PLAT OF 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

SURVEYOR'S CERTIFICATE

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

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

OWNER'S CERTIFICATE

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

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

OWNER: _____
ADDRESS: _____

ACKNOWLEDGMENT OF OWNER

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

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC: _____

CERTIFICATE OF COUNTY TREASURER

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

LAWRENCE COUNTY TREASURER: _____

APPROVAL OF HIGHWAY AUTHORITY

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

HIGHWAY AUTHORITY: _____

APPROVAL OF THE CITY OF DEADWOOD PLANNING COMMISSION

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

CITY PLANNER

CHAIRMAN

APPROVAL OF THE CITY OF DEADWOOD BOARD OF COMMISSIONERS

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

ATTEST: _____
FINANCE OFFICER MAYOR

OFFICE OF THE COUNTY DIRECTOR OF EQUALIZATION

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


LAWRENCE COUNTY DIRECTOR OF EQUALIZATION

OFFICE OF THE REGISTER OF DEEDS

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

LAWRENCE COUNTY REGISTER OF DEEDS FEE: \$ _____

SHEET 2 OF 2

	PREPARED BY: ARLETH LAND SURVEYING, LLC	24 CLIFF ST. DEADWOOD, SD 57732 1-605-578-1637	DATE: JANUARY 24, 2019 REV: SCALE: 1" = 150'	APPROVED: JMA DRAWN: FD FILE: PLATS/271 LOT C2

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



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

STAFF REPORT
BOARD OF ADJUSTMENT
FEBRUARY 19, 2019

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

PURPOSE: Transfer Property

GENERAL LOCATION: Railroad Ave.

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

FILE STATUS: All legal obligations have been completed.

ZONE: R2 – Multi-Family District

STAFF FINDINGS:

Surrounding Zoning:

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

Surrounding Land Uses:

Event Complex
Vacant Land
Dwellings
Dwellings

SUMMARY OF REQUEST

The Final Plat of the City Shop Tracts has been submitted to transfer property. The property is located adjacent Railroad Ave.

FACTUAL INFORMATION

1. The property is currently zoned R2 – Multi-Family Residential District
2. Tract A-1, is comprised of 0.264 Acres±
Tract A-2, is comprised of 0.242 Acres±
3. The subject property is located within a low density designation.
4. The property is not located within a flood zone or flood hazard zone.
5. Public facilities are not available to serve the property
6. The area is currently characterized by open space and residential dwellings.

STAFF DISCUSSION

The subject property is owned by the City of Deadwood and this plat will allow for transfer of Tract A-1. The lots meet the area and bulk requirements for square footage.

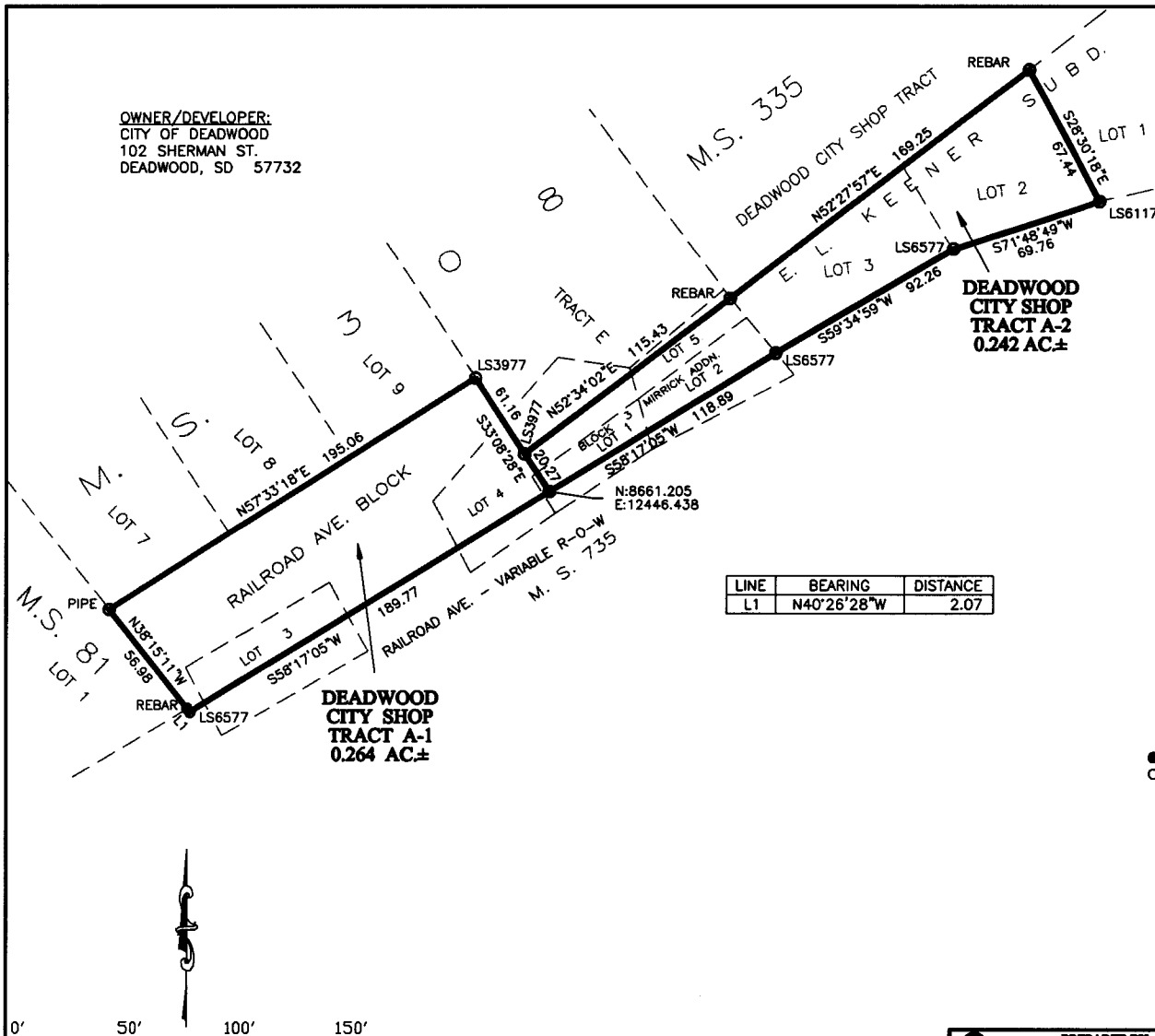
1. The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
2. Land is identified with a new legal description for the transfer of the land.
3. Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
4. A date is shown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

ACTION REQUIRED:

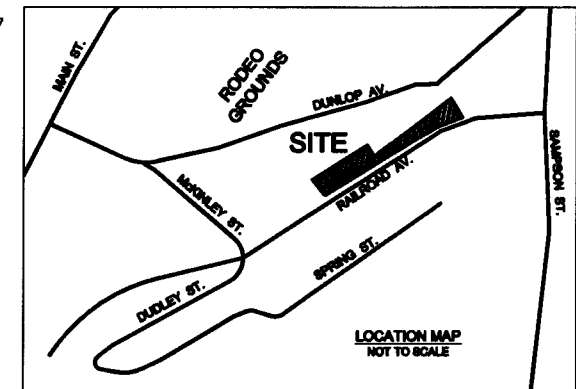
1. Approved by Deadwood Planning and Zoning Commission on 2/6/19.
2. Approval / denial by Deadwood Board of Adjustment.

OWNER/DEVELOPER:
CITY OF DEADWOOD
102 SHERMAN ST.
DEADWOOD, SD 57732

PLAT OF DEADWOOD CITY SHOP TRACTS A-1 AND A-2;
FORMERLY DEADWOOD CITY SHOP TRACT A,
CONSISTING OF LOTS 2 AND 3 OF B. 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



LINE	BEARING	DISTANCE
L1	N40°26'28"W	2.07



- LEGEND:**
- SET REBAR AND CAP STAMPED "LS 3977"
 - FOUND MONUMENT AS NOTED

- NOTES:**
1. PROPOSED LOT AREA = 0.506 ACRES±;
PROPOSED R-O-W AREA = 0.00 ACRES±;
AVERAGE DENSITY PER LOT = 0.253 ACRES±
TOTAL PROPOSED PLATTED AREA: 0.506 ACRES±
 2. 5' UTILITY EASEMENT ON INTERIOR OF ALL LOT LINES.
EASEMENTS INCLUDED IN LOT AREAS.
 3. ZONING IS R2 PER CITY OF DEADWOOD ZONING MAP.
 4. BEARING BASIS IS DEADWOOD COORDINATE SYSTEM.

SHEET 1 OF 2

	PREPARED BY: ARLETH LAND SURVEYING, LLC	24 CLIFF ST. DEADWOOD, SD 57732 1-605-578-1637	DATE: JANUARY 22, 2019 REV: SCALE: 1" = 50'	APPROVED: JMA DRAWN: FD FILE: 9871.dwg

**PLAT OF 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**

SURVEYOR'S CERTIFICATE

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

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

OWNER'S CERTIFICATE

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

OWNER: _____
ADDRESS: _____

ACKNOWLEDGMENT OF OWNER

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

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC: _____

CERTIFICATE OF COUNTY TREASURER

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

LAWRENCE COUNTY TREASURER: _____

APPROVAL OF HIGHWAY AUTHORITY

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

HIGHWAY AUTHORITY: _____

APPROVAL OF THE CITY OF DEADWOOD PLANNING COMMISSION

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

CITY PLANNER

CHAIRMAN

APPROVAL OF THE CITY OF DEADWOOD BOARD OF COMMISSIONERS

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

ATTEST: _____
FINANCE OFFICER MAYOR

OFFICE OF THE COUNTY DIRECTOR OF EQUALIZATION

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


LAWRENCE COUNTY DIRECTOR OF EQUALIZATION

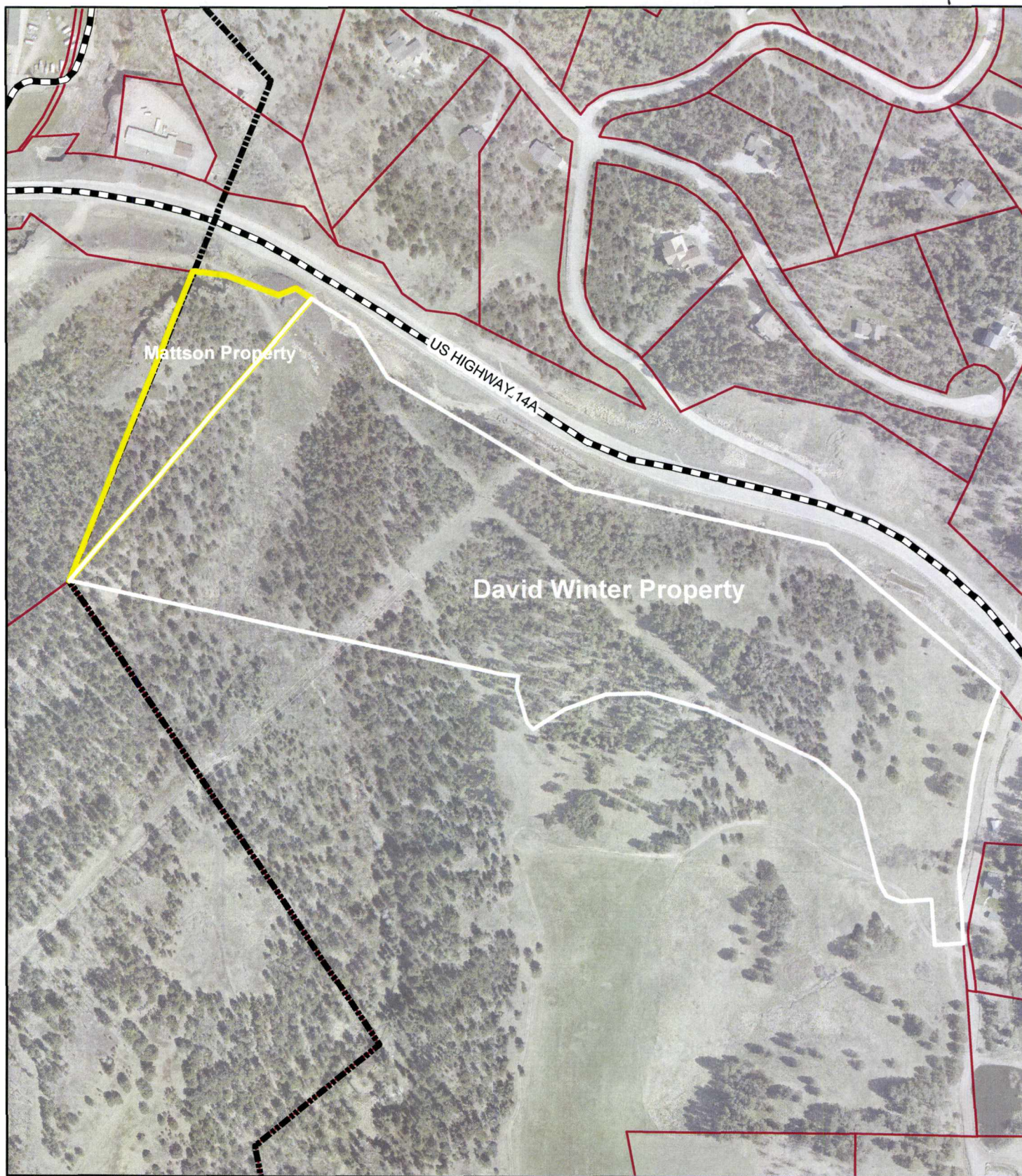
OFFICE OF THE REGISTER OF DEEDS

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

LAWRENCE COUNTY REGISTER OF DEEDS FEE: \$ _____

SHEET 2 OF 2

 PREPARED BY: ARLETH LAND SURVEYING, LLC	24 CLIFF ST. DEADWOOD, SD 57732 1-605-578-1637	DATE: JANUARY 22, 2019 REV: SCALE: 1" = 50'	APPROVED: JMA DRAWN: PD FILE: 9871.dwg
--	---	--	---



Petition for Annexation Map Exhibit
Mattson Annexation: 2.84 Acres
Winter Annexation: 27.49 Acres

500 250 0 500 Feet

A horizontal scale bar with four segments. The first segment is labeled "500", the second "250", the third "0", and the fourth "500 Feet". The bar is black with white markings.

PETITION FOR ANNEXATION


This petition of the undersigned owners of real property described below, does hereby present this Voluntary Petition for Annexation into the municipal boundaries of the City of Deadwood pursuant to SDCL § 9-4-1 et. al., and represents as follows:

1. That they are the sole owners of the real property in the territory lying contiguous to the present corporate limits of the City of Deadwood, Lawrence County, State of South Dakota.
2. That the undersigned petitioners constitutes one hundred (100%) percent of the registered voters and the owners of one hundred (100%) percent of the value of the territory to be annexed and that they desire to have such property annexed into the City of Deadwood and become a part thereof.
3. That attached hereto is a copy of an accurate map of such territory to be so annexed, in relation to presently existing boundaries of the City of Deadwood, South Dakota, showing that such territory to be so annexed does actually lie contiguous to such existing boundaries of the City of Deadwood.
4. That the territory to be so annexed is shown on the annexation plat map attached here to and is more particularly described below by its legal description as follows:


Lot 4 of Mineral Survey 166, SW1/4 of Section 13 and NW1/4 of Section 24, Township 5 North, Range 3 East, Black Hills Meridian, Lawrence County, South Dakota.

WHEREFORE, your petitioners request the City of Deadwood, adopt a Resolution of Intent at its next regularly held meeting, to annex the above-described property into the City of Deadwood, and enter into a development agreement with the affected landowner, pursuant to SDCL 9-4-1.1, and that an appropriate ordinance be passed and adopted, declaring the annexation of such territory and real property and the extension of the corporate limits of the City of Deadwood, SD, accordingly.

DATED this 30 day of Jan, 2019.



Owner/Petitioner/Representative
Jon W. Mattson

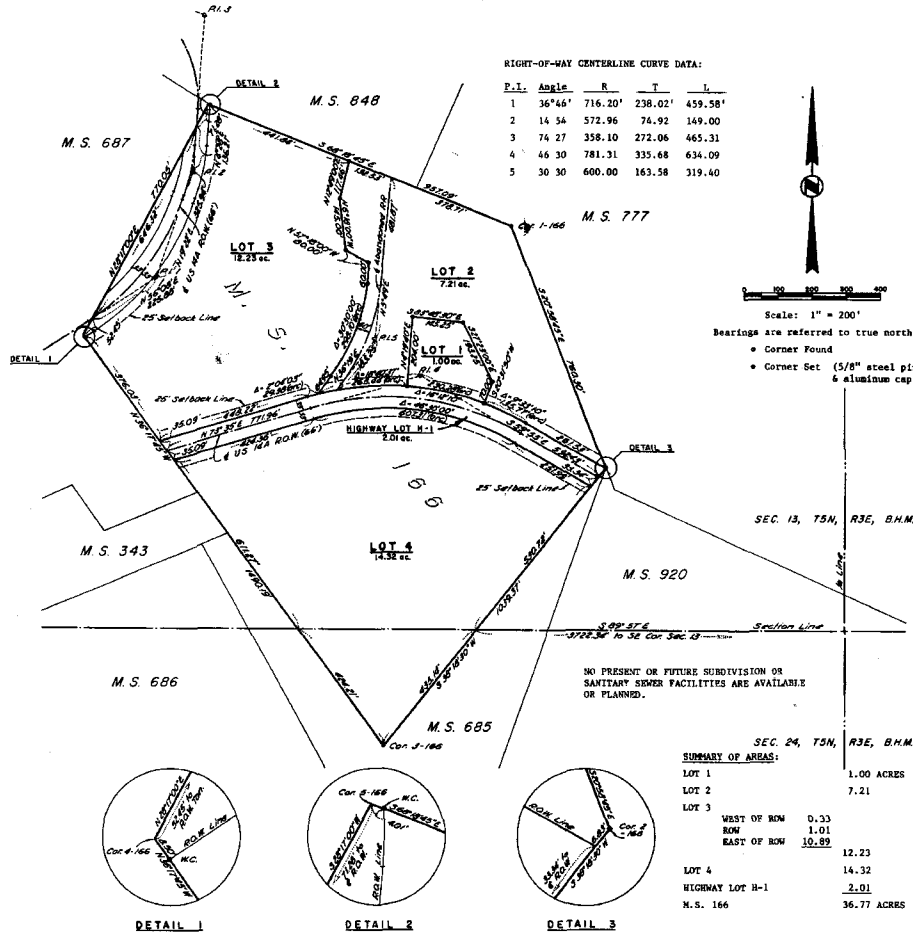


Owner/Petitioner/Representative
Barbara Mattson

DRAWING NUMBER
79-858

DRAWING NUMBER
79-858

PLAT OF LOTS 1, 2, 3 & 4 AND HIGHWAY LOT H-1 OF MINERAL SURVEY 166
SW¼ OF SECTION 13 & NW¼ OF SECTION 24, TOWNSHIP 5 NORTH, RANGE 3 EAST, BLACK HILLS MERIDIAN
LAWRENCE COUNTY, SOUTH DAKOTA



CERTIFICATE OF SURVEYOR

I, Donald L. Egge, registered land surveyor in the State of South Dakota, do hereby certify that at the request of the owners, I have surveyed Lots 1, 2, 3 & 4 and Highway Lot H-1 of Mineral Survey 166, SW¼ of Section 13 & NW¼ of Section 24, T5N, R3E, B.H.M., Lawrence County, South Dakota, and that the plat is a true and correct representation of the survey.

Donald L. Egge
1232 Main
Sturgis, SD 57785

ACKNOWLEDGMENT OF SURVEYOR

State of South Dakota
County of Lawrence
On this 30th day of March, 1979, before me, a Notary Public, personally appeared Donald L. Egge known to me to be the person described in the foregoing certificate and acknowledged to me that he executed the same.

My commission expires 6-21-1981

Notary Public

CERTIFICATE OF OWNERS

We, Jon and Barbara Mattson, owners of Mineral Survey 166, SW¼ of Section 13 & NW¼ of Section 24, T5N, R3E, B.H.M., Lawrence County, South Dakota, do hereby join in and approve the within plat. We do hereby dedicate to the public the 66-foot highway right-of-way as shown on the plat.

Witness our hands this 30 day of March, 1979.

Jon & Barbara Mattson
PO Box 392
Deadwood, SD 57732

Owners

ACKNOWLEDGMENT OF OWNERS

State of South Dakota
County of Lawrence
On this 30th day of March, 1979, before me, a Notary Public, personally appeared Jon and Barbara Mattson known to me to be the persons described in the foregoing certificate and acknowledged to me that they executed the same.

My commission expires 8-17-85

Notary Public

CERTIFICATE OF TREASURER

I, [Signature], Lawrence County Treasurer of Lawrence County, do hereby certify that all taxes which are liens upon the within described lands are fully paid according to the records of my office.

Dated this 30 day of March, 1979.

County Treasurer

APPROVAL OF COUNTY PLANNING COMMISSION

This plat is approved by the Lawrence County Planning Commission this 30 day of March, 1979.

Attest: [Signature] Secretary

RESOLUTION OF GOVERNING BOARD

I, [Signature], Auditor of Lawrence County, do hereby certify that at an official meeting held on the 11 day of April, 1979, the Board of Commissioners by resolution did approve the within plat.

Auditor

OFFICE OF COUNTY DIRECTOR OF EQUALIZATION

I, [Signature], County Director of Equalization, certify that I have received a copy of this plat.

County Director of Equalization

OFFICE OF REGISTER OF DEEDS

Filed for record this 11 day of April, 1979, at 2:12 clock P.M., NST and recorded as Document Number 14-858.

[Signature] Register of Deeds

89-1906

89-1906

For Affidavit See Doc # 89-1995

PLAT OF TRACT I
 LOCATED IN A PORTION OF M.S. 343, M.S. 685, M.S. 686
 AND PART OF LOT 4 OF M.S. 166, ALL LOCATED IN THE
 CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA

31.649 ACRES more or less

TRACT I

M.S. 343
M.S. 686
M.S. 685
LOT 4
M.S. 166

HIGHWAY 14A RIGHT OF WAY

DEADWOOD CITY LIMITS

SCALE: 1" = 200'

NOTES:

- INDICATES PIN & CAP SET, UNLESS OTHERWISE INDICATED.
- INDICATES FOUND CORNER.
- BEARINGS BASED ON PREVIOUS SURVEY.

SURVEYOR'S CERTIFICATE

I, JOHN M. ARLETH, 104 SHERMAN ST., DEADWOOD, S.D., BEING A REGISTERED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA, DO HEREBY CERTIFY THAT AT THE DIRECTION OF THE OWNERS, I HAVE SURVEYED AND PLATTED THE PROPERTY AS SHOWN HEREON, AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THIS 22nd DAY OF June, 1989.

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

ACKNOWLEDGEMENT OF SURVEYOR
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

ON THIS 22nd DAY OF June, 1989, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED JOHN M. ARLETH, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES: June 19, 1994 NOTARY PUBLIC: John M. Arleth (Deadwood)

OWNER'S CERTIFICATE
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

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

OWNERS: Jon W. Mattson ADDRESS: Box 269 Deadwood, S.D. 57732
Barbara A. Mattson ADDRESS: Rt 369 Deadwood, S.D. 57732

ACKNOWLEDGEMENT OF OWNERSHIP
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

ON THIS 22nd DAY OF June, 1989, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED JON W. & BARBARA A. MATTSO, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES: June 19, 1994 NOTARY PUBLIC: John M. Arleth (Deadwood)

CERTIFICATE OF COUNTY TREASURER
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

I, John W. Mattson, COUNTY TREASURER OF LAWRENCE COUNTY, DO HEREBY CERTIFY THAT TAXES WHICH ARE LIENS UPON THE HEREIN PLATTED PROPERTY HAVE BEEN FULLY PAID. DATED THIS 22nd DAY OF June, 1989.

COUNTY DIRECTOR OF EQUALIZATION
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

I, John W. Mattson, COUNTY DIRECTOR OF EQUALIZATION, HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT.

APPROVAL OF THE PLANNING COMMISSION OF THE CITY OF DEADWOOD
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

THIS PLAT APPROVED BY THE PLANNING COMMISSION OF THE CITY OF DEADWOOD, S.D. DATED THIS 22nd DAY OF June, 1989.

ATTEST: John W. Mattson CHAIRMAN
Barbara A. Mattson SECRETARY

APPROVAL OF THE DEADWOOD CITY COMMISSION
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

THIS PLAT APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF DEADWOOD, S.D. AND DO HEREBY APPROVE THE SAME FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS, LAWRENCE COUNTY, SOUTH DAKOTA.

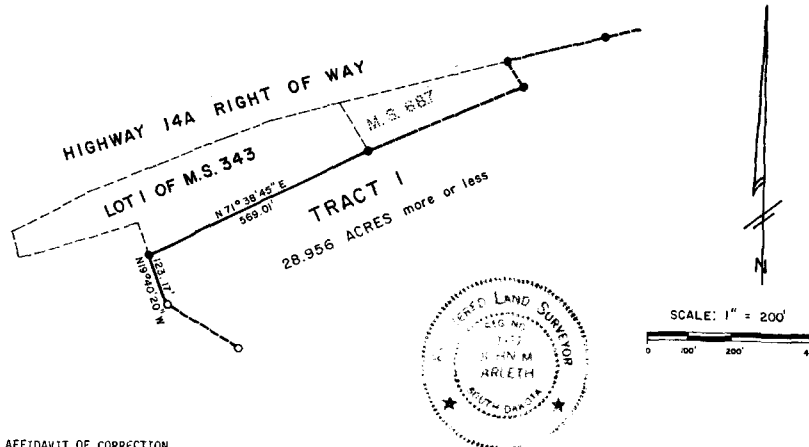
ATTEST: John W. Mattson FINANCE OFFICER
Barbara A. Mattson MAYOR

OFFICE OF REGISTER OF DEEDS
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

FILED FOR RECORD THIS 22nd DAY OF June, 1989, AT 2:46 O'CLOCK P.M. AND RECORDED IN DOC. # 89-1906

REGISTER OF DEEDS: John W. Mattson for \$5.00 per.

AFFADAVIT OF CORRECTION TO PLAT OF TRACT I
 LOCATED IN A PORTION OF M.S. 343, M.S. 685, M.S. 686
 AND PART OF LOT 4 OF M.S. 166, ALL LOCATED IN THE CITY OF DEADWOOD,
 LAWRENCE COUNTY, SOUTH DAKOTA



AFFIDAVIT OF CORRECTION

I, JOHN M. ARLETH, 104 SHERMAN ST., DEADWOOD, SD, LAND SURVEYOR #3977, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF SOUTH DAKOTA, AND WHO IS THE SURVEYOR OF THE RECORD PLAT DESCRIBED ABOVE, DO HEREBY STATE THAT CORRECTIONS TO THE NORTHEAST BOUNDARY AS SHOWN ABOVE BE APPLIED TO SAID PLAT FILED IN DOCUMENT NO. 89-1906, RECORDED ON JUNE 2, 1989.

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

ACKNOWLEDGEMENT OF SURVEYOR
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

ON THIS 29 DAY OF June, 1989, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED JOHN M. ARLETH, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

MY COMMISSION EXPIRES: June 14, 1994

James M. Bond
 NOTARY PUBLIC

OFFICE OF THE REGISTER OF DEEDS
 STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

FILED FOR RECORD THIS 29 DAY OF June, 1989, AT 2:52 O'CLOCK, 1 P.M. AND RECORDED IN DOCUMENT NO. 89-1906 2-1906

James A. Mendenhall
 LAWRENCE COUNTY REGISTER OF DEEDS

PETITION FOR ANNEXATION


This petition of the undersigned owner of real property described below, does hereby present this Voluntary Petition for Annexation into the municipal boundaries of the City of Deadwood pursuant to SDCL § 9-4-1 et. al., and represents as follows:

1. That he is the sole owner of the real property in the territory lying contiguous to the present corporate limits of the City of Deadwood, Lawrence County, State of South Dakota.
2. That the undersigned petitioner constitutes one hundred (100%) percent of the registered voters and the owner of one hundred (100%) percent of the value of the territory to be annexed and that he desires to have such property annexed into the City of Deadwood and become a part thereof.
3. That attached hereto is a copy of an accurate map of such territory to be so annexed, in relation to presently existing boundaries of the City of Deadwood, South Dakota, showing that such territory to be so annexed does actually lie contiguous to such existing boundaries of the City of Deadwood.
4. That the territory to be so annexed is shown on the annexation plat map attached here to and is more particularly described below by its legal description as follows:

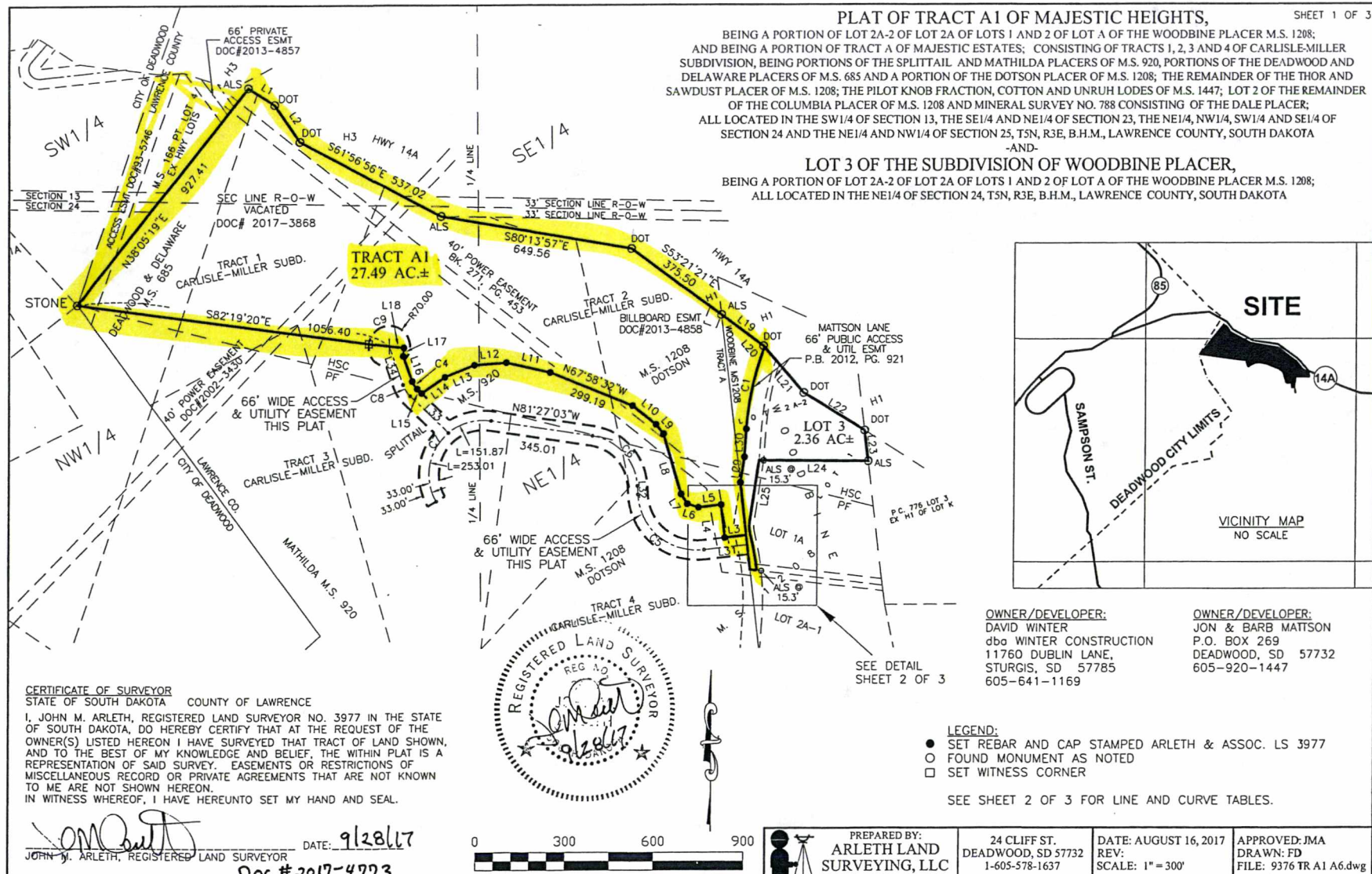
Tract A1, of Majestic Heights, being a portion of Lot 2A-2 of Lot 2A of Lots 1 and 2 of Lot A of the Woodbine Placer M.S. 1208; and being a portion of Tract A of Majestic Estates: consisting of Tracts 1, 2, 3 and 4 of Carlisle-Miller Subdivision, being portions of the Splittail and Mathilda Placers of M.S. 920, portions of the Deadwood and Delaware Placers of M.S. 685 and a portion of the Dotson Placer of M.S. 1208; the remainder of the Thor and Sawdust Placer of M.S. 1208; the Pilot Knob Fraction, Cotton and Unruh Lodes of M.S. 1447; Lot 2 of the remainder of the Columbia Placer of M.S. 1208 and Mineral Survey No. 788 consisting of the Dale Placer; all located in the SW1/4 of Section 13, the SE1/4 and NE1/4, of Section 23, the NE1/4, NW1/4, SW1/4 and SE1/4 of Section 24, and the NE1/4 and NW1/4 of Section 25, T5N, R3E, BHM, Lawrence County, South Dakota.

WHEREFORE, your petitioner requests the City of Deadwood, adopt a Resolution of Intent at its next regularly held meeting, to annex the above-described property into the City of Deadwood, and enter into a development agreement with the affected landowner, pursuant to SDCL 9-4-1.1, and that an appropriate ordinance be passed and adopted, declaring the annexation of such territory and real property and the extension of the corporate limits of the City of Deadwood, SD, accordingly.

DATED this 29 day of January, 2019.



 Owner/Petitioner/Representative
 David Winter



PLAT OF TRACT A1 OF MAJESTIC HEIGHTS,

SHEET 2 OF 3

OWNER'S CERTIFICATE

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

Don + Barb Mattson DO HEREBY CERTIFY THAT I/WE ARE THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT THIS PLAT WAS MADE AT MY/OUR REQUEST AND THAT I/WE DO APPROVE THIS PLAT AS HEREON SHOWN AND THAT DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.

OWNER(S): Don + Barb Mattson

ADDRESS: Box 269 Deadwood, S.D. 57732

ACKNOWLEDGMENT OF OWNER

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE

ON THIS 11 DAY OF September, 2017 BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED Don + Barb Mattson KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE.

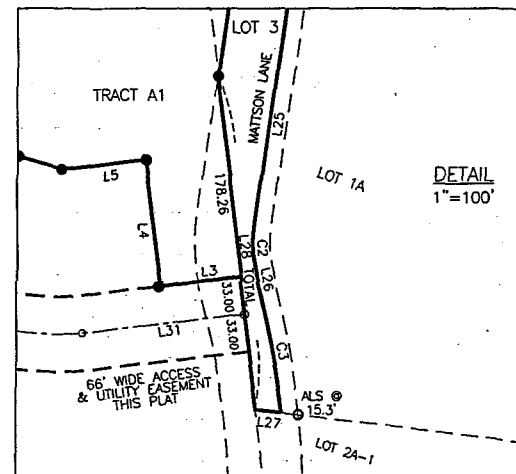
MY COMMISSION EXPIRES: 3-11-22

NOTARY PUBLIC: Janette Sprenger

BEING A PORTION OF LOT 2A-2 OF LOT 2A OF LOTS 1 AND 2 OF LOT A OF THE WOODBINE PLACER M.S. 1208; AND BEING A PORTION OF TRACT A OF MAJESTIC ESTATES; CONSISTING OF TRACTS 1, 2, 3 AND 4 OF CARLISLE-MILLER SUBDIVISION, BEING PORTIONS OF THE SPLITTAIL AND MATHILDA PLACERS OF M.S. 920, PORTIONS OF THE DEADWOOD AND DELAWARE PLACERS OF M.S. 685 AND A PORTION OF THE DOTSON PLACER OF M.S. 1208; THE REMAINDER OF THE THOR AND SAWDUST PLACER OF M.S. 1208; THE PILOT KNOB FRACTION, COTTON AND UNRUH LODES OF M.S. 1447; LOT 2 OF THE REMAINDER OF THE COLUMBIA PLACER OF M.S. 1208 AND MINERAL SURVEY NO. 788 CONSISTING OF THE DALE PLACER; ALL LOCATED IN THE SW1/4 OF SECTION 13, THE SE1/4 AND NE1/4 OF SECTION 23, THE NE1/4, NW1/4, SW1/4 AND SE1/4 OF SECTION 24 AND THE NE1/4 AND NW1/4 OF SECTION 25, T5N, R3E, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA -AND-

LOT 3 OF THE SUBDIVISION OF WOODBINE PLACER,

BEING A PORTION OF LOT 2A-2 OF LOT 2A OF LOTS 1 AND 2 OF LOT A OF THE WOODBINE PLACER M.S. 1208; ALL LOCATED IN THE NE1/4 OF SECTION 24, T5N, R3E, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA



LINE	BEARING	DISTANCE
L1	S57°36'18"E	104.97
L2	S33°59'21"E	149.81
L3	S83°24'13"W	72.31
L4	N06°35'47"W	112.00
L5	S83°30'37"W	75.29
L6	N72°48'37"W	38.84
L7	N31°16'49"W	38.72
L8	N16°39'34"W	209.86
L9	N39°02'13"W	40.00
L10	N51°39'17"W	102.12
L11	N77°08'59"W	151.31
L12	S85°40'44"W	106.90
L13	S67°49'56"W	106.90
L14	S55°16'47"W	93.82
L15	N45°43'58"W	20.77
L16	N19°49'39"W	89.90
L17	N05°20'37"E	28.74

LINE	BEARING	DISTANCE
L18	N84°34'49"W	50.00
L19	S53°20'45"E	176.06
L20	S40°53'27"E	5.83
L21	S40°53'27"E	202.37
L22	S58°09'26"E	240.47
L23	S06°57'26"E	103.35
L24	N89°30'04"W	366.49
L25	S08°35'06"W	209.21
L26	S13°43'42"E	19.76
L27	N83°10'27"W	23.06
L28	N06°35'47"W	295.56
L29	N08°35'06"E	86.60
L30	N03°48'44"E	93.45
L31	S83°24'13"W	144.63
L32	N03°18'13"W	28.23
L33	N45°43'58"W	177.96
L34	N19°49'39"W	137.24

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	931.00'	282.21'	S 12°29'47" W	281.13'	17°22'04"
C2	100.00'	38.94'	N 02°34'18" W	38.70'	22°18'48"
C3	855.83'	107.47'	N 10°07'51" W	107.40'	07°11'42"
C4	67.00'	30.29'	N 32°46'48" W	30.04'	25°54'19"
C5	200.00'	325.65'	N 49°57'00" W	290.85'	93°17'33"
C6	180.00'	245.51'	N 42°22'38" W	226.91'	78°08'50"
C7	180.00'	404.88'	S 34°06'39" W	324.76'	128°52'37"
C8	100.00'	45.21'	N 32°46'48" W	44.83'	25°54'19"
C9	70.00'	371.10'	S 70°10'21" W	66.00'	303°44'45"

NOTES:

1. PROPOSED LOT AREA = 29.85 ACRES±;
PROPOSED R-O-W AREA = 0.00 ACRES±;
AVERAGE DENSITY PER LOT = 14.92 ACRES±
TOTAL PLATTED AREA = 29.85 ACRES±
PLATTED AREA WITHIN TRACT A OF MAJESTIC ESTATES = 26.75 ACRES±
REMAINING AREA OF TRACT A OUTSIDE CITY LIMITS = 268.05 ACRES±
2. 8' UTILITY EASEMENT ON INTERIOR OF ALL LOT LINES. EASEMENTS INCLUDED IN LOT AREAS.
3. ZONING IS HSC AND PF PER LAWRENCE CO. GIS ZONING MAP.
4. PURSUANT TO SDCL 11-3-8.1 AND 11-3-8.2, THE DEVELOPER OF THE PROPERTY DESCRIBED WITHIN THIS PLAT SHALL BE RESPONSIBLE FOR PROTECTING ANY WATERS OF THE STATE, INCLUDING GROUNDWATER, LOCATED TO OR WITHIN SUCH PLATTED AREA FROM POLLUTION FROM SEWERAGE FROM SUCH SUBDIVISION AND SHALL IN PROSECUTION OF SUCH PROTECTIONS CONFORM TO AND FOLLOW ALL REGULATIONS OF THE SOUTH DAKOTA DEPARTMENT OF ENVIRONMENTAL AND NATURAL RESOURCES RELATING TO SAME.
5. WE HEREBY GRANT EASEMENTS TO RUN WITH THE LAND FOR WATER, DRAINAGE, SEWER, GAS, ELECTRIC, TELEPHONE, OR OTHER PUBLIC UTILITY LINES OR SERVICES UNDER, ON OR OVER THOSE PORTIONS OF LAND DESIGNATED HEREON AS EASEMENTS.



PREPARED BY:
ARLETH LAND
SURVEYING, LLC

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

DATE: AUGUST 16, 2017
REV:
SCALE: 1" = 300'

APPROVED: JMA
DRAWN: FD
FILE: 9376 TR A1 A6.dwg

OWNER'S CERTIFICATE

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
David Winter dba Winter Construction HEREBY CERTIFY THAT I/WE ARE THE
 OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON, THAT THIS PLAT WAS MADE AT
 MY/OUR REQUEST AND THAT I/WE DO APPROVE THIS PLAT AS HEREON SHOWN AND THAT
 DEVELOPMENT OF THIS PROPERTY SHALL CONFORM TO ALL EXISTING APPLICABLE ZONING,
 SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS.

OWNER(S): 11760 Dublin Lane David Winter dba Winter Construction
 ADDRESS: STURGIS, SD 57785

ACKNOWLEDGMENT OF OWNER

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
 ON THIS 8 DAY OF September 2017 BEFORE ME THE UNDERSIGNED NOTARY
 PUBLIC, PERSONALLY APPEARED David Winter dba Winter Construction
 KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING
 CERTIFICATE.

MY COMMISSION EXPIRES: 3-11-22

NOTARY PUBLIC: Janette Spranger

APPROVAL OF HIGHWAY AUTHORITY

APPROVAL OF THE ACCESS, IF ANY, TO AN ADJUTING POLITICAL SUBDIVISION HIGHWAY OR STREET

HIGHWAY OR STREET AUTHORITY: David Winter
 PURSUANT TO SDCL §11-31-12, THE COUNTY/STATE SHALL NOT BE REQUIRED TO OPEN,
 IMPROVE, OR MAINTAIN ANY SUCH DEDICATED RIGHT-OF-WAY, STREETS, ALLEYS, WAYS, COMMONS,
 OR OTHER PUBLIC GROUND SOLELY BY VIRTUE OF HAVING APPROVED A PLAT OR HAVING
 PARTIALLY ACCEPTED ANY SUCH DEDICATION, DONATION OR GRANT.

NO CERTIFICATION, APPROVAL OR ENDORSEMENT CONTAINED HEREIN SHALL BE CONSTRUED AS
 ACCEPTANCE OF ANY PUBLIC RIGHT-OF-WAY, DEDICATED STREET, ALLEY, OR ROAD DEPICTED OR
 DESCRIBED HEREIN, AS PART OF THE STATE OR LAWRENCE COUNTY HIGHWAY SYSTEM.

APPROVAL OF THE LAWRENCE COUNTY PLANNING COMMISSION

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
 THIS PLAT APPROVED BY THE LAWRENCE COUNTY PLANNING COMMISSION THIS 7 DAY
 OF Sept 2017.

SECRETARY: Bill Sel

CHAIRMAN: Paul A. Galt

APPROVAL OF THE COUNTY AUDITOR

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
 BE IT RESOLVED THAT THE LAWRENCE COUNTY BOARD OF COMMISSIONERS HAVING VIEWED THE
 WITHIN PLAT, DO HEREBY APPROVE THE SAME FOR RECORDING IN THE OFFICE OF THE REGISTER
 OF DEEDS, LAWRENCE COUNTY, S.D. DATED THIS 26 DAY
 OF September 2017.

AUDITOR: Robert Lucero - Deputy Auditor

CHAIRMAN: Frank Hays

APPROVAL OF THIS FINAL PLAT SHALL EXPIRE WITHIN 120 DAYS AFTER CERTIFICATE OF
 APPROVAL IS SIGNED BY THE PLANNING DIRECTOR OR THE COUNTY COMMISSION. ANY
 APPROVED FINAL PLAT NOT RECORDED WITHIN 120 DAYS IS NULL AND VOID. THIS PLAT WILL
 EXPIRE ON THE 24 DAY OF January 2018 AT 5:00 P.M.

Doc#2017-4773 Page 3 of 3

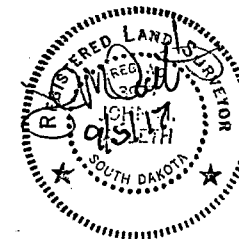
PLAT OF TRACT A1 OF MAJESTIC HEIGHTS,

SHEET 3 OF 3

BEING A PORTION OF LOT 2A-2 OF LOT 2A OF LOTS 1 AND 2 OF LOT A OF THE WOODBINE PLACER M.S. 1208;
 AND BEING A PORTION OF TRACT A OF MAJESTIC ESTATES; CONSISTING OF TRACTS 1, 2, 3 AND 4 OF CARLISLE-MILLER
 SUBDIVISION, BEING PORTIONS OF THE SPLITTAIL AND MATHILDA PLACERS OF M.S. 920, PORTIONS OF THE DEADWOOD AND
 DELAWARE PLACERS OF M.S. 685 AND A PORTION OF THE DOTSON PLACER OF M.S. 1208; THE REMAINDER OF THE THOR AND
 SAWDUST PLACER OF M.S. 1208; THE PILOT KNOB FRACTION, COTTON AND UNRUH LODES OF M.S. 1447; LOT 2 OF THE REMAINDER
 OF THE COLUMBIA PLACER OF M.S. 1208 AND MINERAL SURVEY NO. 788 CONSISTING OF THE DALE PLACER;
 ALL LOCATED IN THE SW1/4 OF SECTION 13, THE SE1/4 AND NE1/4 OF SECTION 23, THE NE1/4, NW1/4, SW1/4 AND SE1/4 OF
 SECTION 24 AND THE NE1/4 AND NW1/4 OF SECTION 25, T5N, R3E, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA
 -AND-

LOT 3 OF THE SUBDIVISION OF WOODBINE PLACER,

BEING A PORTION OF LOT 2A-2 OF LOT 2A OF LOTS 1 AND 2 OF LOT A OF THE WOODBINE PLACER M.S. 1208;
 ALL LOCATED IN THE NE1/4 OF SECTION 24, T5N, R3E, B.H.M., LAWRENCE COUNTY, SOUTH DAKOTA



CERTIFICATE OF COUNTY TREASURER

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
 I, Deborah Trindle, LAWRENCE COUNTY
 TREASURER, DO HEREBY CERTIFY THAT 2016 TAXES WHICH
 ARE LIENS UPON THE HEREIN PLATTED PROPERTY HAVE
 BEEN PAID. DATED THIS 17 DAY OF October 2017.

Deborah Trindle
 LAWRENCE COUNTY TREASURER



OFFICE OF THE COUNTY DIRECTOR OF EQUALIZATION

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
 I, LAWRENCE COUNTY DIRECTOR OF EQUALIZATION, DO HEREBY CERTIFY THAT I HAVE RECEIVED A
 COPY OF THIS PLAT. DATED THIS 17 DAY OF October 2017.

Timothy Hodson by Nicole Burke
 LAWRENCE COUNTY DIRECTOR OF EQUALIZATION



OFFICE OF THE REGISTER OF DEEDS

STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE
 FILED FOR RECORD THIS 17 DAY OF October 2017 AT 8:38 O'CLOCK, A.M., AND RECORDED
 IN DOC. 2017-4773

Sheree L Green FEE: \$ 600.00
 LAWRENCE COUNTY REGISTER OF DEEDS



PREPARED BY:
 ARLETH LAND
 SURVEYING, LLC

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

DATE: AUGUST 16, 2017
 REV:
 SCALE: 1" = 300'

APPROVED: JMA
 DRAWN: FD
 FILE: 9376 TR A1 A6.dwg



Action and Implementation for Mitigation Partnership Request for Proposals

Background

Coalitions and Collaboratives (COCO), a Colorado-based non-profit, has started the Action, Implementation and Mitigation (AIM) Partnership to help accelerate Fire Adapted Community concepts and reduce the risk from wildfire in the wildland-urban interface (WUI) across the United States. By increasing capacity and on-the-ground work, the Partnership hopes to increase community resilience, restore fire-adapted ecosystems and create safer conditions for firefighters and communities.

This funding opportunity is open to non-profits, collaborative groups, counties, and fire departments that are working to advance wildfire risk reduction; **it is NOT open to homeowner associations, property owner associations, or metro districts.** This is, in part, due to the amount of funding available and also due to our desire to offer both financial help and mentoring to applicants that are really in need of assistance to move their programs forward, which will in turn benefit HOAs, POAs, and the local communities they engage with. Please feel free to share this opportunity with other organizations that you know fit the definition above.

The AIM Partnership

AIM is a unique funding opportunity: At COCO, we understand that funding is only part of the picture. If awarded funding, you will be joining a partnership of fellow fire and fuel-reduction practitioners who will not only receive funding but who will also learn together. COCO recognizes that different groups are in different places in terms of partners and mentors. COCO will connect awardees, as appropriate, with the Fire Adapted Communities Learning Network (FAC LN) and other strategic partners, to provide training, mentorship and guidance along the way. If your project is awarded you will have the opportunity to participate in the AIM Partnership, to learn from and share with others who also face challenges associated with wildfire. If you anticipate you will need some mentorship or guidance, please build time into your proposal to accommodate your involvement.

This funding is available for a wide variety of activities, including capacity building for personnel or equipment, planning efforts, and wildfire risk reduction work (on non-federal lands only), and we expect the competition for funding to be quite high. COCO will be looking to fund a variety of different types of projects across the country. Applicants must show how their project proposal fits into the bigger wildfire preparedness picture, and are encouraged to coordinate with federal partners on nearby public lands projects. Applicants must contribute a 100% non-federal match, (cash or in-kind match is eligible) for a 1:1 grant to match ratio. Funding will be provided to a wide array of organizations. Award funding will range from \$10,000 - \$50,000. Funding will be provided on a reimbursement basis.

ELIGIBILITY AND EXPECTATIONS

- The community and/or project must be considered at high risk from wildfire and be in reasonable proximity to public lands. Applicants are encouraged to work with local federal personnel (USFS/BLM/NPS/BIA) in determining where federal treatments are planned for the wildland-urban interface and how to best coordinate work (funded by this grant or planned for the near future if requesting capacity or assessment/planning funds) on non-federal lands in proximity to federal treatment areas (past or future).
- Proposals must ultimately lead to a meaningful increase in on-the-ground wildfire risk reduction activities.
- The County, community or fire district should have a completed Community Wildfire Protection Plan or Wildfire Risk Assessment covering the project area, or have one underway.
- Organizations or community groups should currently be conducting or planning pre-fire mitigation activities aimed at protecting their communities, watersheds and ecosystems.
- Organizations must be willing to collaboratively work with COCO staff to develop their mitigation projects and proposal for funding.
- Organizations must be willing to share their lessons, challenges and successes with partners such as state and national Fire Adapted Communities Networks.
- Organizations must be able to ensure compliance with all grant reporting requirements and meet project completion milestones and deadlines.

Award Program Criteria

Project proposals must fit within one or more of the following categories:

1. Project Purpose

A. Capacity Building - Personnel

COCO recognizes that it is difficult, if not impossible, to complete projects without adequate staffing, whether that be someone to run incentive programs, motivate

residents, conduct wildfire risk assessments, or lay out projects. If your proposal is seeking funding for a staff position, please be prepared to articulate how that position will increase your capacity for accomplishing on-the-ground work in the near future, and your plans to sustain that position over time.

B. Capacity Building - Equipment

Often times the ability to own your own equipment can be a huge boost to a program. If seeking funding for equipment funding be prepared to discuss why it is critical to own a piece of equipment rather than rent or contract for your equipment; also discuss your capacity to maintain it, and what the structure of your program will be for use of the equipment.

C. Reduction of Hazardous Fuels

Successful project applicants shall facilitate and implement strategic fuels treatment at a meaningful scale in or adjacent to the zones at high risk to wildfire near public lands. Projects should be designed to limit the potential risk to life, property, infrastructure, water supplies, and other high-valued assets as a result of wildfire. Effective fuels mitigation treatments may be implemented across jurisdictional boundaries, on non-federal land. Successful applicants should consider all elements required to implement treatments on the ground, which includes acquiring necessary permits and consultations.

D. Planning Efforts

COCO recognizes how valuable planning efforts, like Community Wildfire Protection Plans (CWPPs) and Community Wildfire Risk Assessments, can be, especially when developed in a collaborative manner with a wide array of stakeholders and partners. Applicants with these types of projects should be prepared to discuss their capacity to facilitate such planning efforts, how the effort fits into their overall program of work, and how the planning effort will help to advance their on-the-ground wildfire mitigation efforts.

Examples of **qualifying project elements** within the four categories above include:

- Developing training programs for homeowners, fire department personnel specific to mitigation activities (chainsaw training, Mitigation 101, prescribed fire or other pertinent training)
- Developing a mitigation collaborative - paying for facilitators, staff, etc.
- Hiring a Mitigation Coordinator or fuels/forestry staff to increase on-the- ground mitigation activities
- Hiring staff to develop or manage a chipping or slash-disposal program
- Hiring staff to conduct home site assessments

- Creating defensible space around homes and structures, based on approved defensible space guidelines
- Constructing fuel breaks, based on approved guidelines
- Reducing fuels beyond defensible space, especially designed to reduce fire intensity and protect water supplies or other valued resources
- Removal of useable materials with specific utilization plans; removal of slash including chipping, mulching, grinding, or mechanical removal
- Developing Community Wildfire Protection Plans or Community Wildfire Risk Assessments that identify wildfire risk and make specific recommendations on ways to improve wildfire preparedness and define areas in need of treatment
- The purchase of a chipper, forestry equipment or other equipment needed for use during implementation of hazardous fuels reduction treatments, including removal and utilization of slash or other woody biomass (i.e. a wood chipper to be made available to community)
- Equipment for the establishment and operation of neighborhood slash sites
- Implementation of cross-jurisdictional prescribed fire -- for example, hiring of a burn boss to complete burning
- Pile burning projects

These projects are just examples. Please remember that the funding is intended to help you increase activities that will lead to more on-the-ground work. As a funded project, you will be required to provide details on how the project will increase mitigation activities from where they are today, and will be expected to report actual mitigation outcomes.

Examples of Projects that **DO NOT** qualify for this Grant Program:

- Suppression programs or projects (i.e. purchase of fire department equipment and/or fire training)
- Construction of permanent infrastructure (i.e. buildings or road construction)
- Local, state or federal policy development or advocacy
- Projects undertaken by and benefiting only an individual homeowner
- Projects completed on Federal lands

2. Coordination Efforts

Applicants must coordinate proposed projects with relevant county, state, or federal officials to ensure consistency with county-level wildfire risk reduction planning. The application should identify which officials were consulted, and the outcome of those discussions. Attach to the grant application two letters of support for your project -- at least one must be from a local official (BOCC, Emergency Manager or Fire Chief); the

other should be from a key partner who understands how the project will benefit your program and move mitigation efforts forward in your area.

3. Geography Relevant to Federal Land (informational)

Applicants must identify if their proposed project will take place in close proximity to, or adjacent to, U.S. Forest Service (USFS) or other public lands projects that are planned and/or previously treated with an eye toward protecting the WUI. Maps identifying current, recent, and proposed projects should be available through your local USFS/BLM/NPS/Tribal offices. A map showing identified wildfire risk for your project area is also critical. Your local state forest service office or federal land manager may be able to assist you with developing maps if you do not currently have that capability.

4. Eligible Organizations

The organization must have its nonprofit (501c3) status, or have a nonprofit or local government fiscal sponsor that may include:

- Regional and local collaborative efforts
- Fire Safe Councils and/or Wildfire Councils
- Non-profit groups that promote hazardous forest fuel reduction treatment projects in partnership with local, state or private entities
- Fire departments
- Tribes
- City or county government

Even if they have 501c3 status, homeowner or property owner associations, metro districts, road districts, etc. are NOT eligible to apply.

5. Matching Funds

All applicants will be required to demonstrate an ability to match 100% of requested grant resources. The match may be in the form of a private or state dollar-for-dollar match or in-kind support for the project. In-kind support must be clearly quantified and documented. In-kind funds include donated supplies, equipment or time. For efficiency, donated time should be accounted for using a \$25.00 per hour rate, and must have documentation such as sign-in sheets. COCO will assist funded organizations in creating a system to manage this documentation if you do not currently have that capability.

6. Reporting and Monitoring Requirements

Recipients will be required to provide monthly project reporting updates. Upon completion of the project, recipients must report on project implementation outcomes that resulted from utilizing AIM funds or were enabled because of AIM capacity support, including the following that apply to your project:

1. Number of acres treated
2. Number of homes/properties treated or protected
3. Cost per acre to treat
4. Number of partnerships created or enhanced
5. Amount of woody material generated
6. Number of jobs created
7. Use of any forest products generated
8. Map of project area
9. Before and after pictures
10. How activities or outcomes increased from baseline conditions, i.e. 20% more homeowners or 5% more HOAs engaged, increase in the number of slash sites from 0 to 2 or increase in chipper program participants from 20 to 75, increase in slash chipped from 100 tons to 250 tons, etc.

Awardees will also be asked to share their story or lessons learned and to participate in several AIM Partnership calls and webinars throughout the duration of the project.

How to Apply

Applications are due March 8, 2019, 5:00 PM MDT. We plan to review all applications and make award notifications within approximately one month. All work must be completed within one year of receiving a signed sub-award agreement.

Max pages for submittal – 8 pages. Maps and two letters of support are also required and are not part of the page count. Please adhere to the specified word count limits in each section; applications that do not follow the submittal requirements may be rejected. Any additional materials that are submitted will be removed before being sent to the selection panel.

Applicants should submit the attached application form electronically to:
jonathan.bruno@co-co.org

Questions about project proposals should be directed to Pam Wilson at 970-799-2926 or Jon Bruno at 719-433-6775.

Timeline

RFP Release – January 18, 2019

Proposal Deadline – March 8, 2019, 5:00 PM

Anticipated award date – Within four weeks of application review

Anticipated project completion date – 1 year from execution of award

AIM Partnership APPLICATION (Round 2)

APPLICANT INFORMATION

Name of Project:

Applicant:

Organization (include org name and org type (501c3, fire department, county, etc.):

Mailing Address:

City / State / Zip Code:

Phone:

Email:

ELIGIBILITY

Is your organization a non-profit, fire department, regional or local collaborative, tribe, fire safe or wildfire council?

If your organization does not fit within one of these categories, please explain.

PROJECT PURPOSE: Put an X by applicable purpose(s):

Personnel Capacity ____ Equipment Purchase ____ Fuels Reduction ____ Planning ____

PROJECT SUMMARY and OBJECTIVES

Provide a short summary of your proposed project, list the project objectives and describe how this project will either increase local capacity for wildfire resilience, or act as strategic seed money to advance fire adaptation efforts. (500 words or less)

IS THE PROPOSED PROJECT LOCATED NEAR OR ADJACENT TO PUBLIC LANDS? YES/NO

Please explain how your project will positively impact the larger area at risk and provide cross-ownership benefit. (250 words or less)

IS THE COMMUNITY OR LANDSCAPE CONSIDERED TO BE AT HIGH RISK? YES?NO

Please provide a map showing wildfire risk from a CWPP or Wildfire Risk Assessment Portal (if your state has one). Please explain what values are at risk and why this area is considered a priority. (100 words or less)

DOES THE COMMUNITY HAVE A CWPP OR COMMUNITY WILDFIRE RISK ASSESSMENT? YES/NO

Is your proposed project one of the recommended actions? **YES/NO**

Provide a link to the relevant document. Do not send us a copy of the document unless requested. If you do not have a completed CWPP or Wildfire Risk Assessment please explain why your project is a priority. (100 words or less)

BUDGET

	AIM Award Share	In-Kind Match (non-federal)	Cash Match	Leveraged Federal Match	Total
Labor					
Mileage					
Materials/Supplies					
Contractual					
Equipment					
Indirect					
TOTAL					

BUDGET NARRATIVE

Please be specific regarding how funds will be allocated. Describe source(s) of matching funds and whether cash or in-kind match has been confirmed. Describe the role of each entity involved in project implementation, any known terms of contracts associated with the project, and your ability to leverage grant funds with other funding sources. Consider attaching bids or contract estimates from industry if available.

Because AIM funding is federal funding, you may not use federal funds for your match. Additional leveraged Federal resources add value but are not necessary to receive this funding. (150 words or less)

PROJECT AREA DESCRIPTION

Provide an overview of the project area. Identify vegetation types, fuel types or hazard rating and the relative wildfire risk to the communities, ecosystem, or other values at risk. (400 words or less)

PROJECT DESCRIPTION

Describe the following: the project/activity, the role of key players, and anticipated outcomes as related to the grant purpose criteria and budget, the project area (including a legal description), the project's land ownership breakdown, the community in which your project will take place (including population, number of homes and structures). If the project relates to a utility, describe the utility service area, population served, and infrastructure and/or water supplies protected. In addition to the project description, provide a Scope of Work that clearly describes tasks in the project, giving consideration to the questions posed below. This discussion ties directly back to the purpose of your project (i.e. don't talk about Equipment if you are not proposing purchasing equipment). (500 words or less)

Please include a detailed and clear one-page PDF map that indicates the treatment area, with location description, if applicable.

SCOPE OF WORK

For Capacity -- Personnel: *Discuss the amount of hours the person will work, what those hours will be spent on, how that position will increase your capacity for accomplishing on-the-ground work in the near future and whether you are leveraging other funding for the position.*

For Capacity -- Equipment: *Describe how the proposed equipment purchase directly supports and expands on-the-ground opportunities to reduce hazardous fuels and how it will be maintained beyond the life of the project.*

For Fuels Reduction Projects: *This should be more specific than the project description. Include how many treatments will be applied to the area and what kind of treatment will be used (i.e. removing vegetation (bull hogging, hand treatment, etc), burning slash, piling slash, chipping, reseeding, etc) and the*

acreage. Also explain how this project aligns with the active, proposed or past projects on nearby lands, public or private.

For Planning Efforts: Describe the area to be covered by the CWPP or Community Assessment and the roles of key players (time, meeting support, facilitation, technical expertise or other contributions). Explain your past successes with similar planning efforts, if applicable, and how those planning efforts helped to increase the ability of the residents, fire department, county, or non-profits to complete mitigation efforts.

PROJECT TIMELINE

Outline the proposed timeline for the project including major milestones and the anticipated outcomes and key milestones that will define project completion. Add more lines as needed. (200 words or less)

Date	Major Milestone	Anticipated Outcomes

STRATEGIC VALUE OF PROJECT

How will this project increase mitigation activities or create broader collaborative landscape risk reduction efforts in a strategic way over time? Explain the strategic nature of the project including: **For mitigation projects**, whether the project will be implemented across land ownership boundaries; if it is within a priority area identified in a completed Community Wildfire Protection Plan, Wildfire Risk Assessment or FEMA Mitigation Plan; if it is part of a larger landscape-scale treatment effort; if it addresses a specific environmental consideration, and/or if it is in geographic proximity to public lands that have been recently treated or are in the queue for treatment. **For capacity building projects**, include outreach or engagement or other strategic value of the new capacity and how you anticipate this capacity will lead to increased action on the ground. (250 words or less)

WHY ARE YOU REQUESTING FUNDING?

Clearly describe why this funding is needed and how it will help to grow or enhance your program -- in essence, describe how this project fits into the overall vision for your organization. If your project would occur, at least in part, without this funding, discuss how this funding will enhance your project. Explain how this funding may/will help you to leverage other resources (such as a County contribution to a position, or by increasing the ability of residents to dispose of slash). (200 words or less)

COLLABORATION, PARTNERS AND SUPPORTERS

Identify the private, local, tribal, county, state, federal and/or non-governmental (501c3) organizations that will contribute to or participate in the completion of this project. Describe briefly the contributions each partner will make (i.e. – donating time/equipment, technical assistance or funding) and whether you have a firm commitment from the partner(s). (250 words or less)

MEASURES OF SUCCESS

This funding is intended to increase mitigation activities from the level they are at today. How will you measure the short and long-term success of the project? How will you know that you have increased on-the-ground wildfire risk reduction activities? Please describe your monitoring and assessment process. (200 words or less)

MAINTENANCE AND SUSTAINABILITY

Clearly demonstrate how this project will remain effective over time by clearly outlining commitments, monitoring measures, future funding, environmental factors and outreach. (250 words or less)

REQUIRED ATTACHMENTS

- 2 letters of support -- one must be from a county official like the Board of County Commissioners, Emergency Manager or local fire chief and the other should be from one of your key local partners like USFS, State Forestry, BLM etc.
- Project Map(s) and Wildfire Risk Map
- For mitigation projects, bids may be included and will not count against your page total.

Applications should be submitted electronically as one document to jonathan.bruno@co-co.org by March 8, 2019.

Donald Kryger
205 Hidden Gulch Ave
Central City, SD 57754
Tuesday, February 5th 2019

City of Deadwood
102 Sherman Street
Deadwood, SD 57732

Dear City of Deadwood Commissioners:

This letter is my official notification to you, that my last day with The City of Deadwood will be effective April 3rd 2019. On that day, I plan to retire.

I am grateful for having had the opportunity to serve the City of Deadwood as Park Superintendent for the past 20 years. It is now time to pass this position on to one of my staff.

Thank you and farewell for now.

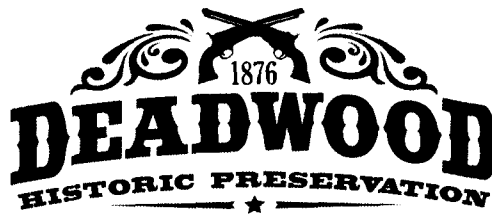
Sincerely,

A handwritten signature in black ink, appearing to read "Donald Kryger", written in a cursive style.

Donald Kryger

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



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

MEMORANDUM

Date: February 15, 2019
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: 2019 Outside of Deadwood Grants – Round One

On February 13, 2019, the Historic Preservation Commission met and reviewed the first round of the 2019 Outside of Deadwood Grant applications. This round included sixteen (16) Outside of Deadwood Grant applications requesting a total of \$204,170.52.

The budget for 2019 was reduced from an annual amount of \$150,000.00 to \$100,000.00 making the selection process more challenging. The Historic Preservation Commission closely reviewed the applications and is making the following recommendations for grant approval. The table lists the applicant, project, location and amount for nine (9) grants totaling \$50,000.00 for the first round. The following pages are a brief explanation of all grants submitted for this round.

The Historic Preservation Commission recommends approval of the 2019 Round 1 Outside of Deadwood Grants as follows:

2019 OUTSIDE OF DEADWOOD GRANT ROUND 1 RECIPIENTS

Old Fort Meade Museum.....	Upgrade Exhibits.....	Sturgis	2,000.00
Verendrye Museum Association.....	Trail Markers/Telegraph	Ft. Pierre	4,500.00
Historic Rapid City.....	McGillycuddy 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
Trinity United Methodist Church	Church Siding	Lead	5,000.00
TOTAL GRANTS ROUND ONE			\$50,000.00

2019 ROUND 1 OUTSIDE OF DEADWOOD GRANT
FUNDING WORKSHEET

	Project Budget	Matching Funds	Amount Requested	Suggested Funding
Old Fort Meade Museum	\$4,000.00	\$2,000.00	\$2,000.00	\$2,000.00
Verendrye Museum Assoc.	\$35,179.00	\$17,618.00	\$17,561.00	\$4,500.00
Historic Rapid City	\$10,060.00	\$5,030.00	\$5,030.00	\$5,000.00
Midland Pioneer Museum Assoc.	\$72,600.00	\$10,000.00	\$10,000.00	\$0.00
Mitchell Area Historical Society	\$28,875.00	\$18,875.00	\$10,000.00	\$10,000.00
Little Spearfish Conserv/Hist Pres	\$48,538.00	\$24,302.00	\$24,236.00	\$0.00
Fall River County	\$11,000.00	\$5,500.00	\$5,500.00	\$5,250.00
Hermosa Arts and History Assoc.	\$33,035.00	\$23,035.00	\$10,000.00	\$8,000.00
United Church of Christ	\$120,000.00	\$10,000.00	\$10,000.00	\$8,000.00
City of Ft. Pierre	\$224,000.00	\$224,000.00	\$25,000.00	\$0.00
Newell Museum	\$4,506.04	\$2,253.02	\$2,253.02	\$2,250.00
Lead/Deadwood Econ. Devel	\$90,656.00	\$45,328.00	\$45,328.00	\$0.00
Black Hills Mining Museum	\$14,000.00	\$7,000.00	\$7,000.00	\$0.00
Custer County Hist. Society	\$13,500.00	\$6,750.00	\$6,750.00	\$0.00
Trinity United Methodist Church	\$17,025.00	\$8,512.50	\$8,512.50	\$5,000.00
Betty Jo Huff	\$15,000.00	\$0.00	\$15,000.00	\$0.00
	\$741,974.04	\$410,203.52	\$204,170.52	\$50,000.00

CITY OF DEADWOOD
2019 Round 1 Outside of Deadwood Grant

Organization Name	City		Project Budget	Matching Funds	Amount Requested	Suggested Approval
Old Fort Meade Museum	Fort Meade	Since 2008 they have received \$18,488.74 in grant funds.	\$4,000.00	\$2,000.00	\$2,000.00	\$2,000.00
The funds requested would be used to upgrade ongoing exhibits and to establish new historical displays relevant to the military and regional history of the area.						
Verendrye Museum Association	Fort Pierre	Since 2008 they have received \$112,000.64 in grant funds.	\$35,179.00	\$17,618.00	\$17,561.00	\$4,500.00
<p>This request is for repairs to six historic structures. The first is the Log Cabin Visitor Center which interior doors need finished and stained. Staining three of the outside log walls. Paint trim, fascia and clean sealing sections of the basement floor and the lower parts on some of the wall where the minerals of the dirt has seeped through the cracks. Total cost \$2,102. b. The Sansarc County School exterior needs siding repaired, primed and painted. Lower outside vents on the north and south sides will be installed for ventilation. Gravel and rock will be brought in to repair the drainage issue. A structure will be built for the large Orton School bell. Total cost \$4,300. c. The Old Jail bollards will be placed along the north wall to project the building from vehicles. The current door made of bars will be framed in and retrofitted to fit with a lock to prevent vandalism or access without permission. The interior and exterior walls will be repaired and then primed and painted to seal up the wall from the elements. Total Cost \$13,935.40. d. Fort Pierre Depot Museum the final work to correct the seepage, will be installation of aluminum L-shaped flashing outside from behind the bottom of the siding to the concrete and then 6" extending the path for the rain water to run off, plus there will be foam backing placed between the outside wall and platform—then a self-leveling sealant will be used to seal the crack—thereby eliminating the moisture from running down the outside basement wall on the platform side of the building. The west and south siding will need to be painted due to a hailstorm pitting the paint. The outside rock area surrounding the building with railroad tie supports and the historic walkway developed on the south side of the depot along the railroad track provides perfect areas for antique railroad memorabilia and historic signs which provides insight into the importance of the railroad and emphasize how critical its operation was in the development and creations of the communities in South Dakota. Rick Mills from the Hill City Railroad Museum visited the depot in August of 2018 and offered to help with the hook up of the telegraph to make it functional. Total cost \$3,066. e. Marketing items needed for displays along with cases, shelves and tables. Relocate the security cameras/operating case and Wi-Fi system for internet services in an effort to allow for presentations. A new sign for the Verendrye Museum as the old one is broken and out of compliance. Update the Sansarc County School Museum booklet. Set up website for the Verendrye Museum. Total costs \$8,776. f. Historic Trail Marker Project is an ongoing project of replacing and marking the Old Deadwood Trail markers. Total cost \$3,000.</p>						
Historic Rapid City	Rapid City	Since 2012 they have received \$42,500.00 in grant funds.	\$10,060.00	\$5,030.00	\$5,030.00	\$5,000.00
<p>Historic Rapid City is submitting this grant application for the reconstruction of the front doors, door frame and transom of the McGillycuddy House. We were fortunate enough to have acquired photographs that enabled us to zoom in and determine the exact pattern along with some help in how the doors were constructed. Research has also led us to the finding of similar doors at the Mark Twain House & Museum in Hartford, Connecticut. We feel these doors are unusual and need to be reconstructed as close as possible to the originals as they are a highly visible feature of the house. As we will be starting work on the first floor of the house this summer, the need to secure the house in general, and from the elements, is a must.</p>						

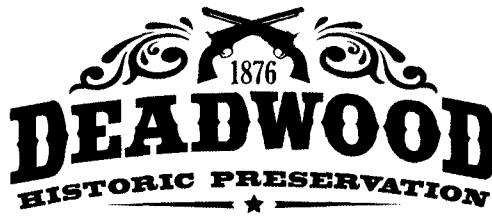
Midland Pioneer Museum Association	Midland	This is their first request for grant funds.	\$72,600.00	\$10,000.00	\$10,000.00	\$0.00
<p>The Chicago & North Western depot at Midland was built in 1906. Use of the depot by the railroad was discontinued in the late 1950s. The depot sat empty and unmaintained for nearly 15 years. In 1973 the Chicago & North Western put it up for sale as surplus property and the Midland Pioneer Museum Association purchased it. The railroad said that the depot could not remain on their right of way so it was moved 600' to the Northwest onto lots owned by the Midland Pioneer Museum Association. They restored the depot by repairing broken windows and frames, door frames, rotted floor boards, some of the badly weathered siding and painting the exterior. They used the original bricks from the old location to make the new walkway. It has been painted four more times since then. The depot still has its original doors and siding. The siding is now so weathered, worn and thin that it will no longer hold paint for any length of time and needs to be replaced. Several of the windows are beyond repair and need to be replaced. These include three large double-hung 8-lite windows and one 4-lite window above an entry door. At the time that we purchased the depot the two 9-lite windows on either side of the South facing freight room door were either badly broken or boarded over. They were able to use the original frames but the glass was replaced with a single pane. All of the windows and their frames are badly deteriorated. Description of materials to be used: Siding and trim - Prefinished LP SmartSide Smooth Lap Siding which is similar in design, texture and color to the existing siding and trim. This siding has a 50 year guarantee and can be painted when and if necessary. Windows - Vinyl with grid work in the glass which is 1/8" tempered glass and resistant to hail and bird damage. The framework around the windows would be the Prefinished LP Smartside described above. It is recommended that all of the windows (26) be replaced at the time of the residing. There are seven 4-lite windows, two 9-lite windows, three small double-hung 8-lite windows, and fourteen large double-hung windows. The picture from 1906 shows a decorative wood design on the North face of the attic area. This does not show on later pictures but we would like to restore that feature at the time of the residing. Also, at the time that the depot was purchased by the Midland Pioneer Museum Association the two windows (9-lite) on the South side of the depot on either side of the freight room door were broken so badly that one was just boarded up. Although the original frames were used the glass was replaced by a single pane. We would like to restore those two windows to 9-lite windows at the time of the residing. The pictures from 1906 and 1913 do not show a dormer window on the freight room roof near the living quarters. The picture taken in 1970 by Lathrop does show this dormer window. It is not known when that dormer window was installed nor by whom. We will be leaving that dormer window intact as older residents of Midland attest to the fact that "for as long as I can remember it has been there". This project is two fold in that we would like to restore the original two windows and restore the decorative wood design on the North facing of the attic area. It is also vital that we give the building a more weather proof exterior to keep it structurally sound and to preserve the content of the depot.</p>						
Mitchell Area Historical Society	Mitchell	Since 2010 they have received \$7,500.00 in grant funds.	\$28,875.00	\$18,875.00	\$10,000.00	\$10,000.00
<p>The specialized work that needs to be done by Mid-Continental Restoration Co., Inc. is to remove the damaged Kasota limestone, loose mortar and other surrounding materials around the window and up to the parapet. New matching stone and mortar will replace the damaged material that is removed. (Admin Comments: This is for the Carnegie Library in Mitchell.)</p>						

Little Spearfish Conser. & Historic Pres. Assoc.	Lead	Since 2007 they have received \$26,527.00 in grant funds.	\$48,538.00	\$24,302.00	\$24,236.00	\$0.00
<p>The objective of this project is to restore the condition of the barn on the historic homestead and rehabilitate the facility for general use. The barn is a good solid structure with a concrete foundation. The work we propose will involve the following: 1. The exterior of the building is stained, rough-sawn ponderosa pine. Although attractive and consistent architecture of the site, the woodpeckers have created many holes in pursuit of insects. The siding will be repaired, and those damaged boards replaced and stained. 2. The large roll-away barn door is damaged along with the track. It can only be opened with great difficulty, nor can it be properly locked. The door hardware will be replaced, and a lighter weight door of the same physical appearance will be installed. 3. To the right and left of the large barn door are two "windows" that are hinged to swing in and be propped open. It is proposed to replace with actual windows, but with the same exterior cover as shown. The windows would be visible only when facility is occupied. There are similar hinged windows on the sides too. 4. Fortunately, the metal roof is in reasonably good condition and only minor repairs are needed to re-attach or replace loosen nails with screws. 5. A wood railing will be installed around the side edges of the loft for safe use of the upper area. 6. A stairway from the ground floor to the loft will be installed with railing. 7. The ground level of the barn is proposed to be replaced with a concrete floor. The constant moisture present in the soil causes a musty smell, the result of mold development which is most pronounced in the spring and early summer. A concrete floor will also provide a smooth surface for tables, chairs and general meeting space. 8. In the left edge of the photo is a small room closed off by particle board. This we propose to remove to open up the floor space for installation of the concrete floor. 9. There is no heat in the building, other than the remnants of a flow through system of 45-degree F spring water, which is now in disarray. It is proposed to install a chimney to add a wood stove to provide heat when the facility is in use. 10. Finally, a counter top for serving food during gatherings with electricity outlets. 11. Project planning with numerous travel to site. With these modifications, we believe the barn will be much more useful and helpful to achieve conservation and education purposes.</p>						
Fall River County	Hot Springs	Since 2008 they have received \$72,789.17 in grant funds.	\$11,000.00	\$5,500.00	\$5,500.00	\$5,250.00
<p>The Pioneer Museum in Hot Springs has two key historical functions for Black Hills history. It is an archive of many of the important documents and pictures for the Southern Black Hills and it displays many artificats from the boom days of the area (late 1800's, early 1900's). The building itself is the 1893 schoolhouse and, as such, takes quite a bit of effort to preserve. The Pioneer Museum is experiencing water damage. In the past year, one room has received significant water damage to the walls. Plaster has fallen off and wainscoting has rotted. We have resolved the water problem with changes to outside planters, drain spouts, and dehumidification. We have received a quote to do the work of repair. We fear the damage will become more pronounced if we do not act to repair it quickly. The Fall River County Historical Society is requesting a grant in the amount of \$5,500. The board has voted to use our own reserves to match this amount if no other matching grants are obtained.</p>						

Hermosa Arts and History Association	Hermosa	Since 2009 they have received \$54,000.00 in grant funds.	\$33,035.00	\$23,035.00	\$10,000.00	\$8,000.00
<p>Since 1999 when ownership of the Hermosa Masonic Lodge came to the Hermosa Arts and History Association, there has been a tenacious effort to preserve it and remodel it to accommodate the mission of the organization. Much has been accomplished. When restoration of the second room on the main floor was begun, unsafe and non-code-compliant stairs were removed, as well as the plaster and lath covering the walls. A formerly hidden but very critical situation was exposed. When the stairs were installed 70 years ago, some load-bearing members were cut and left inadequately supported. As a result, the front wall of the building has bowed outward 1 ½ inches. In addition, it was revealed that the windows lacked headers and so bear the weight of the studs from above. As volunteers pondered solutions, it soon became clear that more expertise was needed, and a long-range professional plan should be developed.</p> <p>When contacted for direction, Gene Fennell of Fennell Design Inc in Custer, stepped forward and agreed to visit and advise. With Gene's encouragement, the Board decided that before more construction on the building, a comprehensive and professional evaluation and plan should be formulated. The Board is seeking financial assistance for structural engineering evaluation and preservation planning. The steps below describe the work to be accomplished: Remove present existing ceiling in west room, first floor; Remove walls and false ceiling on second floor; Evaluation by structural engineer; Evaluation by & planning with preservation architect; Planning for electrical, plumbing and heating systems</p>						
United Church of Christ, Congregational	Yankton	Since 2018 they have received \$4,000.00 in grant funds.	\$120,000.00	\$10,000.00	\$10,000.00	\$8,000.00
<p>Preserving the badly damaged stained glass windows in the Church Sanctuary. This damage is due to their age and previous lack of maintenance plan. This is a three phase project totaling \$320,000. This request is for phase two with expected costs of \$120,000. (HP Staff Note: The applicant did receive \$4,000 for phase one in 2018 round two.)</p>						
City of Fort Pierre	Fort Pierre	Since 2010 they have received \$20,175.00 in grant funds.	\$224,000.00	\$224,000.00	\$25,000.00	\$0.00
<p>The City of Fort Pierre in collaboration with the Verendrye Museum is undertaking preservation and improvement projects on the historic Fort Pierre American Legion Community Hall, which now serves as the location for the Verendrye Museum. The 2019 project is the installation of the HVAC equipment, replacement of the electrical system, new plumbing and carpentry work to repair damaged flooring and construct work rooms, restrooms and stairs to the balcony.</p>						
Newell Museum	Newell	Since 2005 they have received \$90,465.11 in grant funds.	\$4,506.04	\$2,253.02	\$2,253.02	\$2,250.00
<p>The area of concern is the roof on the Church Museum. It has suffered damage as the result of two severe hail storms in 2015 and 2017. This has caused broken shingles and gaps which will speed up the deteriorating process encouraging mold, pests and vermin to take up residence. In addition the potential water leakage threatens to destroy the interior plaster walls, our historic displays and extensive religion related materials. The proposal is to remove old shingles and replace the felt, sheeting and put down asphalt interlocking roofing shingles. This project will restore the roof on this valuable historic building to its original aesthetic appearance and protect its religious contents.</p>						
Lead/Deadwood Economic Development	Deadwood	Since 2017 they have received \$15,000.00 in grant funds.	\$90,656.00	\$45,328.00	\$45,328.00	\$0.00
<p>Many of the windows are no longer functional and several of them are decayed and at the point of no repair. New windows will enhance the properties visual appearance, become functional again for our tenants, Increase the energy efficiency drastically. (Admin Comments -- This building was originally the Homestake office building. This structure is currently being utilized for profit. It is commercial on main level and apartments on upper floors.)</p>						

Black Hills Mining Museum	Lead	Since 2001 they have received \$143,969.58 in grant funds.	\$14,000.00	\$7,000.00	\$7,000.00	\$0.00
<p>The Black Hills Mining Museum has a very active volunteer group that is spending many hours reviewing, cataloging, organizing and storing many items that were originally part of the BH Mining Museum or have been donated to the museum over time. Almost all of the donated items are received in unacceptable storage containers (boxes, envelopes, bags, unconsolidated). As each item is reviewed its relevance to the museum's purpose is decided by these volunteers. Many items are then placed into the Past Perfect museum program.</p> <p>Following all of this work, items need to be properly stored. That is where proper archiving, museum-grade storage and stationary is needed. These include boxes, files, envelopes, labels, tags and packing. The BH Mining Museum constantly struggles to find the finances to acquire the needs of the archiving process.</p> <p>The display signs in the museum are showing their age. Many are too small to be properly read, a lot have no uniformity, some are missing and some are faded. Part of any museum experience relies upon the proper labeling and signing that provides the viewer with interesting and pertinent content. The museum would like to replace as many signs as possible with one standard design.</p> <p>The BHMM Board realizes that many residents and former mining company employees are getting older. The board would like to begin an oral history project; basically interviewing these important people and letting them tell their story(s). Many individuals can link the past with the present just through their unique experiences and family activities. (Admin Comments: They currently have a grant open)</p>						
Custer County Historical Society	Custer	Since 2004 they have received \$47,377.90 in grant funds.	\$13,500.00	\$6,750.00	\$6,750.00	\$0.00
<p>The cabin has been donated to the Custer County Historical Society and plans are to move it to the 1881 Courthouse Museum to house historic artifacts from the stage stop also donated by the owners. A historic stage coach will be located outside the structure as well. Once the structure is re-located the roof and interior will be restored. Plans are to use grant funds to pay for half of the cost to move the cabin. (Admin Comments: Staff spoke with the state regarding the structure. It is not listed on the historic register but likely would be eligible based on it's history and location. However, removing the cabin from it's context would make it ineligible.)</p>						
Trinity United Methodist Church - Lead	Lead	Since 2011 they have received \$8,555.00 in grant funds.	\$17,025.00	\$8,512.50	\$8,512.50	\$5,000.00
<p>The existing siding will be removed. A 1/4 air infiltration/water barrier will be installed, and the seams will be taped. LP Smart siding will be installed at the back elevation and left elevation of the church. LP Smart siding will be installed over cement basement walls to make the lower exterior blend with the upper exterior. Window and door trim will be replaced with LP Smart siding trim and scraped and repainted if trim is not available.</p>						
Betty Jo Huff	Sturgis	This is their first request for grant funds.	\$15,000.00	\$0.00	\$15,000.00	\$0.00
<p>Publish three children's books that pertain to history of Deadwood and Northern Black Hills area.</p>						
TOTAL GRANT REQUESTS			\$741,974.04	\$410,203.52	\$204,170.52	\$50,000.00

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



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

MEMORANDUM

Date: February 15, 2019
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: 2019 Funding for Advocacy

The Deadwood Chamber has provided their detailed request for 2019 Advocacy funds. Starting several years ago, the Historic Preservation Commission required the Chamber to present formal requests for the funds rather than just a set amount.

The Chamber is proposing to use these funds for the Wild Bill Me advertising and prizes in the amount of \$4,725; Black Hills and Badlands Visitor Center for Deadwood placements and new panel art at a cost of \$1,000; Information Translation into Mandarin, Spanish, Japanese, Italian for \$1,600; and Replacement Retractors such as banner graphics and carrying cases at \$550. The total amount of the 2019 funding request for advocacy is \$7,875.

The Historic Preservation Commission reviewed this request at their February 13, 2019 meeting and recommends approval of the Chamber's request for \$7,875.00 for the 2019 Advocacy funding.

RECOMMENDED MOTION:

Move to approve the 2019 Advocacy Funding in the amount of \$7,875.00

Deadwood Historic Preservation Advocacy Fund

2019 Proposed Projects

WILD BILL ME - \$4,725

Advertising/Prizes

Social Media Advertising (May to September 30) - \$850
Digital Advertising/Pre-Roll (May 1- September 30) - \$850
Big Horns to Black Hills Vacation Guide - \$300
Black Hills Badlands Online Itinerary - \$55
Dedicated URL (www.WildBillMe.com) - \$20
Promo Poster Replacements - \$50
Rack Card Print (30,000) – No cost- Use remaining 2018 stock
Regional Rack Distribution (Certified Folder) - \$1,100
Magnets (500 + stock on-hand) - \$550
XL Stickers (500 + stock on-hand) - \$450
Gold Bucks (up to 400, \$5 Certificates) - \$500

BH & BADLANDS VISITOR CENTER: Deadwood Placement & New Panel Art - \$1,000

The visitor center in Rapid City welcomes an average of 50,000 visitors per year. We want to make the best possible impression with those visitors as they arrive in the region! Deadwood's information panels in the center are long over-due for new Deadwood creative. We propose developing all-new artwork for our panels that promotes Deadwood's history and the wealth of activity options in our town. Rack space is included in the placement cost and will hold one magazine (Deadwood's Visitor Guide), plus two additional rack cards. We can use this rack card space to display the historic Deadwood walking tour booklet, museum information, Deadwood Alive information, or other history-based collateral materials.

INFO TRANSLATION: (MANDARIN, SPANISH, JAPANESE, ITALIAN) - \$1,600

International visitors are known for seeking out cultural and history-based opportunities on their travels. That's why it's important to have the resources we need to communicate with them. In 2017, Deadwood invested in two foreign language translations (French and German) that function as a companion piece to Deadwood's visitor guide. They were invaluable to front line staff if encountering a language barrier. These translations were also used when hosting international media, travel and trade professionals and when attending international travel-focused trade shows. The completed translations are available, printed, at both Deadwood info centers, digitally on Deadwood.com and were emailed out to hotel property general managers and sales directors. Because of the success and popularity of the first two translations, the Deadwood Chamber would recommend expanding our library of languages.

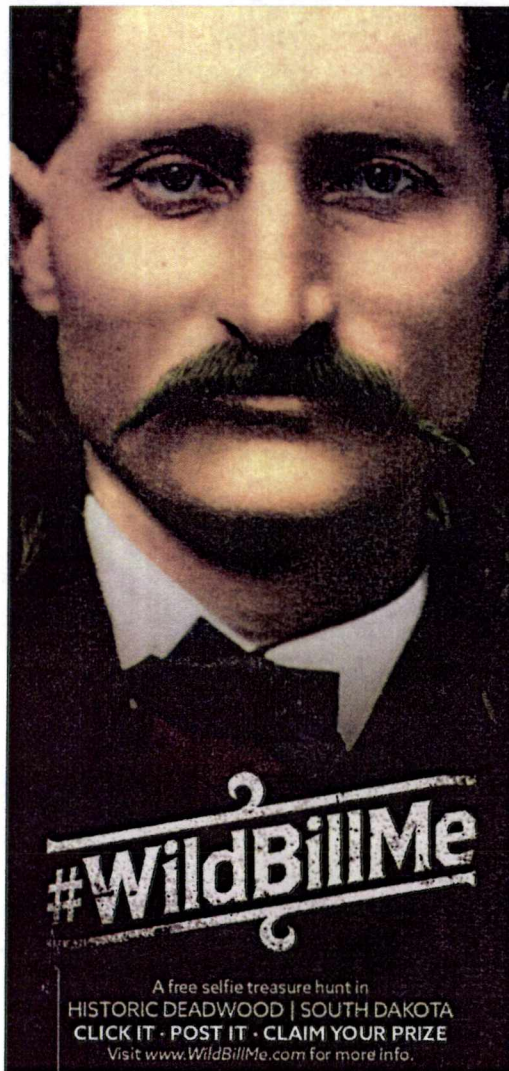
REPLACEMENT RETRACTORS, BANNER GRAPHICS & CARRYING CASES – \$550

Retractors are on sale in February, price goes up \$100 in March.

Deadwood Chamber in partnership with Deadwood Historic Preservation produced two, heavy duty display retractors in 2015 featuring Wild Bill and Calamity Jane. Over the years the displays have traveled thousands of miles across the United States with Chamber staff, City staff and Chamber members to help promote the history of Deadwood. After over four years they are showing their age (broken pole, loose retractor mechanism, broken zipper on carrying case and wear on the carrying straps). We recommend using the old set locally where we can treat it "gently" for the rest of its days and produce a new set of two retractors for use when traveling.

TOTAL 2019 REQUEST: \$7,875

advocacy request



#WildBillMe

A free selfie treasure hunt in
HISTORIC DEADWOOD | SOUTH DAKOTA
CLICK IT • POST IT • CLAIM YOUR PRIZE
Visit www.WildBillMe.com for more info.



Grab Your Camera and
FIRE AWAY!

(Sorry, Bill)

Wild Bill Hickok remains Deadwood's most famous resident, even though he was only in town a few short weeks — and he's been dead since 1876. You'll find his likeness all over Historic Deadwood — reenactors, photos, paintings, statues, signs, life-size cutouts and more.

Now you can explore that history through a fun, new game! #WildBillMe is a selfie treasure hunt in Historic Deadwood (and the surrounding area). Find Bill (any likeness will do) and take a selfie with him.

CLAIM YOUR PRIZE

Bring your phone or camera into one of Deadwood's Visitor Centers (501 Main Street or 3 Siever Street) and show us your #WildBillMe selfie collection.

10 selfies wins a #WildBillMe sticker; 15 and you'll get a magnet; 25 Wild Bills and we'll add \$5 in Deadwood Gold Bucks redeemable at over 30 locations in Deadwood, to the first two prizes.

You can only count each Bill once, but trust us, it won't be that hard. Bill is **EVERYWHERE** in Deadwood, you just need to explore a little to find him!

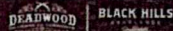
SOCIAL MEDIA BONUS

But that's not all! There are bonus prizes up for grabs each month — things like hotel stays, gift cards, free meals, Gold Bucks and other Deadwood-themed gifts.

To qualify, post your Wild Bill selfies with the #WildBillMe hashtag on Instagram, or post it on or tag the Historic Deadwood Facebook page. Every post is a contest entry. Each month we'll randomly choose winners and contact them through social media.

For more information visit WildBillMe.com

Funding for #WildBillMe is provided in part by:

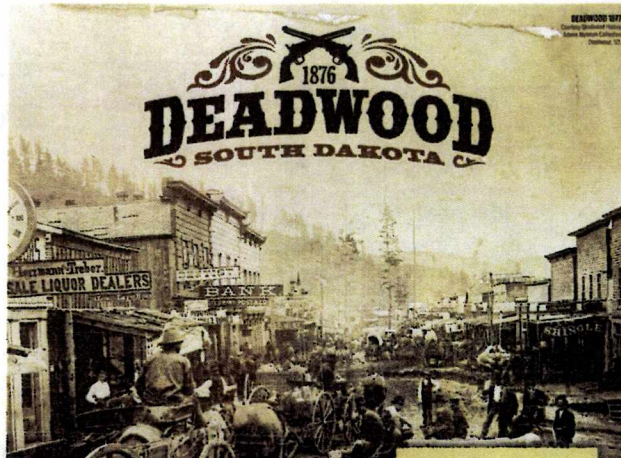


#WildBillMe

- 746 completions
- 17,627 Selfies with Bill
- Average age = 29
- Participants from every state and 10 countries
- Favorite things to see while traveling: Museums and national Parks


Black Hills Visitor Center Display Panels

DEADWOOD 1876
SOUTH DAKOTA



Walk in the Footsteps of Wild West Legends

Deadwood was born in 1876, when a rush of gold miners and fortune seekers descended on the Black Hills. The town was practically lawless in those early years, and the men and women who first came to Deadwood were people of fortitude and strength. The folks that didn't mind a little struggle on the road to fame and fortune became the legends you've heard of: Wild Bill Hickok, Calamity Jane and Seth Bullock.



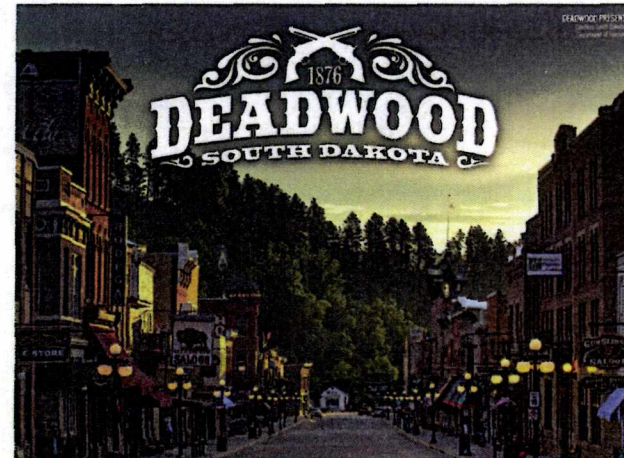
TAKE SELFIES. WIN PRIZES!
Wild Bill Hickok is Deadwood's most famous resident. You'll find his likeness all over Historic Deadwood. Take a selfie with any Bill you find and win! More info at WildBillMe.com.

Historic Highlights

- Three Unique Museums • Self-Guided Walking Tour • Stagecoach Rides • Trial of Jack McCall
- Research & Cultural Center • Bus Tours • Mt. Moriah Cemetery • Renactments & Shootouts
- Broken Boot Gold Mine Tours & Gold Panning • Experiential Tours • Ask about the PastPort!

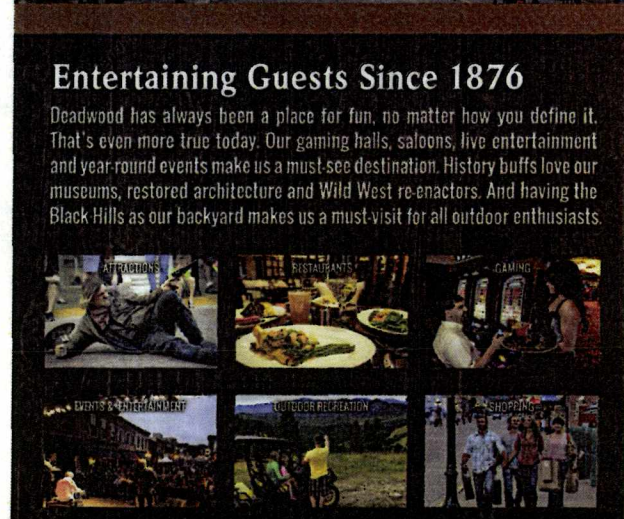
Deadwood.com • 1-800-999-1876

DEADWOOD 1876
SOUTH DAKOTA

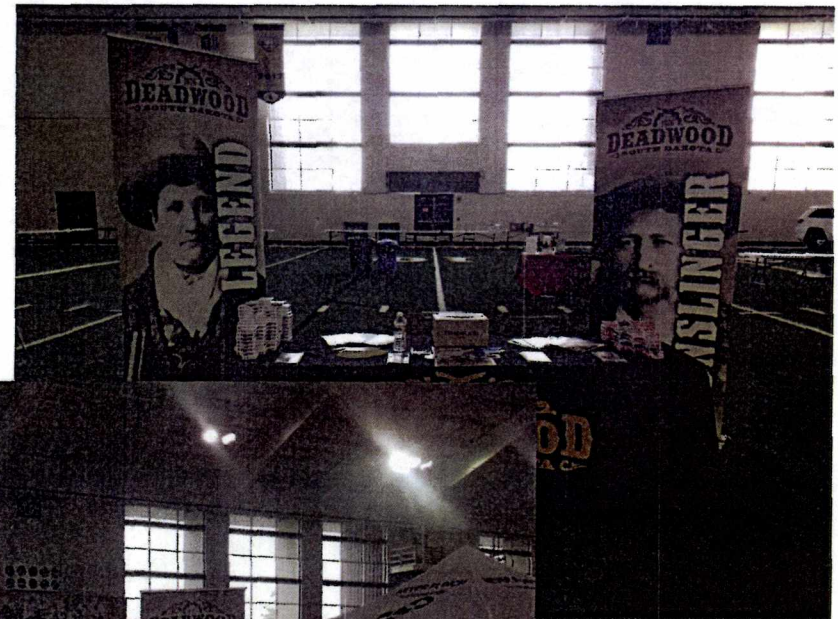


Entertaining Guests Since 1876

Deadwood has always been a place for fun, no matter how you define it. That's even more true today. Our gaming halls, saloons, live entertainment and year-round events make us a must-see destination. History buffs love our museums, restored architecture and Wild West re-enactors. And having the Black Hills as our backyard makes us a must-visit for all outdoor enthusiasts.



Deadwood.com • 1-800-999-1876



Replacement
Retractors



AIA® Document A141™ – 2014 Exhibit A

2nd Amendment

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™-2014, Standard Form of Agreement Between Owner and Design-Builder dated the Twenty-ninth day of January in the year Two Thousand Nineteen (the "Agreement")
(In words, indicate day, month and year.)

for the following PROJECT:

(Name and location or address)

Deadwood Gathering Space
21 Deadwood St
Deadwood, SD 57732

THE OWNER:

(Name, legal status and address)

City of Deadwood
South Dakota Municipality
102 Sherman St.
Deadwood, SD 57732

THE DESIGN-BUILDER:

(Name, legal status and address)

Scully Construction Service, Inc.
PO Box 7636
Rapid City, SD 57709

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM
- A.2 CONTRACT TIME
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS
- A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

(Check the appropriate box.)

Init.

- [X] Stipulated Sum, in accordance with Section A.1.2 below
- [] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below
- [] Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be Two Hundred Ninety-seven Thousand Seven Hundred Sixty Dollars and Zero Cents (\$ 297,760.00), subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

§ A.1.2.3 Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ A.1.3 Cost of the Work Plus Design-Builder's Fee

§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.3.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed (\$), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

Init.

(Provide information below or reference an attachment.)

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

§ A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the First day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the Thirtieth day of the same month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than Thirty (30) days after the Owner receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a

Init.

detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Zero percent (0.00 %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Zero percent (0.00 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

(Paragraphs deleted)

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract or it's respective individual amendments and the requirements of Section 9.10 of the Agreement have been satisfied, except for the

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Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work included in this amendment not later than () days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Proposed delivery dates: DD's 2/20; Foundation Package: 3/8; Final CD's : 3/29; Subject to receiving all decisions by the Owner in a timely fashion and no material delays outside of Design/Builder control.

Portion of Work

Substantial Completion Date

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ A.3.1.2 The Specifications:

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

N/A

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

N/A

Number	Title	Date
--------	-------	------

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§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
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Other identifying information:

N/A

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

.2 Contingencies

§ A.3.1.6 Design-Builder's assumptions and clarifications:

This amendment #2 to the D/B contract is specifically for the design and preconstruction fees to continue the design of Outlaw Square to 100% construction documents. It does not include the cost associated with the design teams for Construction Administration, which will be added via separate amendment.

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent

Steven Uttecht
605-545-2805
PO Box 7636
Rapid City, SD 57709

.2 Project Manager

Init.

Scott Edwards
720-341-7921
PO Box 7636
Rapid City, SD 57709

.3 Others

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

Chamberlin Architects
Ferber Engineering
Skyline Engineering
Albertson Engineering
Wyss & Associates
B32
Delta Fountains
Haggerty's A/V

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)
-----------------	------------------------------	---------------	---------------------

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

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§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.

§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

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

OWNER (Signature)

DESIGN-BUILDER (Signature)

(Printed name and title)

(Printed name and title)

Init.

Raising expectations.

Scull

CONSTRUCTION SERVICE INC.

Outlaw Square D/B amendment Fee Breakdown:

Architect (Chamberlin)	\$52,000
Civil Engineer (Ferber)	\$40,000
Structural Engineer (Albertson)	\$15,800
M/E/P Consultant (Skyline)	\$40,000
Landscape Architect (Wyss)	\$64,000
Ice Consultant (B32)	\$14,700
Water Consultant (Delta)	\$3,000
A/V Consultant (Haggerty's)	\$10,000
Construction Manger	\$24,000
Sales/Excise Tax	<u>\$31,260</u>
Total	\$297,760

C H A M B E R L I N
A R C H I T E C T S

Scott Edwards
Scull Construction Services, Inc.
Rapid City, SD

RE: Outlaw Square - Deadwood, SD
Architecture and Engineering Proposal
Add-Service for Design Development, Construction Documents and Construction Phase Services

January 14, 2019

Dear Scott,

Chamberlin Architects is pleased to submit to you this offer of architectural and engineering services to expand our contract and include Design Development, Construction Documents and Construction Phase Services.

The design will include:

1. Items shown in the Schematic Design package dated 12/7/2018.

BUDGET

The total project budget is \$4,000,000.

SCOPE OF SERVICES

We will provide Design Development and Construction Documents submittals, which will include the following tasks and deliverables:

Design Development Submittal:

1. Floor and Roof Plans of buildings
2. Exterior and interior Elevations of buildings
3. Color Selections for approval
4. Preliminary Details
5. Draft Specification

100% Construction Documents:

1. Final Plans and Elevations
2. Final Details
3. Final Specifications and Project Manual

Bidding Phase:

1. Answer Contractor questions
2. Attend Pre-Bid meeting
3. Issue Addenda

Construction Phase:

1. Review submittals
2. Attend up to (8) progress construction meetings
3. Attend Substantial Completion walkthrough and issue punch list
4. Review closeout documents

See Consultant proposals for additional scope and exclusions.

S:\1835-Deadwood Main Street Square\MANAGE\CONTRACTS\PROPOSALS\DD through CA\DD-CA proposal to Scott Edwards.doc

• A P R O F E S S I O N A L C O R P O R A T I O N •

725 ST JOSEPH STREET, SUITE B1
RAPID CITY, SOUTH DAKOTA, 57701
605.355.6804
www.chamberlinarchitects.com

C H A M B E R L I N
A R C H I T E C T S

NOT INCLUDED, BUT AVAILABLE FOR ADDITIONAL FEE

1. As-Built Drawings
2. LEED Certification
3. Significant changes to the Schematic Design dated 12/07/2018.
4. Trips to Deadwood in addition to number of trips identified above.
5. Additional renderings after Schematic Design.
6. House sound and stage lighting.
7. A/V design for projector and projection screen.

COMPENSATION TO BE ADDED TO CURRENT CONTRACT

A fixed fee of:

	Chamberlin	Ferber	Albertson	Skyline	Wyss	Ice	Water	Total
DD:	\$28,000	\$20,000	\$ 4,400	\$20,000	\$32,250	\$ 7,700	\$1,800	\$114,150
CD:	\$24,000	\$20,000	\$ 9,900	\$20,000	\$32,250	\$ 7,000	\$1,200	\$114,350
Design Services Add:	\$52,000	\$40,000	\$14,300	\$40,000	\$64,500	\$14,700	\$3,000	\$228,500
Construction Phase:	\$12,000	\$ 5,000	\$ 4,400	\$ 5,000	\$ 8,000	\$13,800	\$6,565	\$ 54,765
Total Project Add:	\$64,000	\$45,000	\$18,700	\$45,000	\$72,000	\$28,500	\$9,565	\$283,265

Total A-E fees:

Schematic Design: \$104,900
Add for DD through Construction: \$283,265
Total Contract Amount: \$388,165

Construction Phase services to be added under separate D/B amendment.

Contractor shall be responsible for applicable taxes, either paid directly, or to be collected from the Owner. Costs for FF&E, permit fees, geotechnical testing, environmental services and legal fees, if required, shall be paid by others.

House Audio/Visual equipment shall be designed by others, but coordinated by the design team.

REIMBURSABLE EXPENSES

Reimbursable expenses shall be billed at cost, and include:

Printing and shipping of bid documents.

Travel to Deadwood, in addition to trips indicated above, billed hourly plus mileage at current government-established rate.

SCHEDULE

DD: Mid-February

CD: End of March

Thank you for the opportunity to present this proposal. If you have any questions, or would like to discuss further, please don't hesitate to ask.

Sincerely,



Bradley P. Burns, AIA
Chamberlin Architects, PC

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• A P R O F E S S I O N A L C O R P O R A T I O N •

725 ST JOSEPH STREET, SUITE B1
RAPID CITY, SOUTH DAKOTA, 57701
605.355.6804
www.chamberlinarchitects.com

From: [Wyss, Patrick](#)
To: [Brad Burns](#)
Cc: [Bennett, Melissa](#); [Chris Wehrle](#)
Subject: Outlaw Square Proposal
Date: Thursday, January 10, 2019 2:23:15 PM
Attachments: [CS-2018.12.26-DESIGNFEE.PDF](#)
[Deadwood Outlaw Square Ice System Design Proposal 12-26-18.pdf](#)
[B32 Fee Schedule 2018.pdf](#)

Brad

As requested, the following is our proposal to provide Design Development (DD) and Construction Document (CD) services pertaining to Outlaw Square in Deadwood, SD.

The DD and CD services provided by Wyss Associates will be as described in the AIA Document B143-2014 *Standard Form of Agreement Between Design-Builder and Architect* pertaining to:

Overall Site Layout and related details.

Overall Site Grading and related details.

Hardscape Design and related details.

Concerning the above 3 items, Wyss will be responsible for the final layout and grading of all features, although Deadwood Street will be additionally detailed with vertical and horizontal alignments by Ferber to meet the typical municipal roadway design standards.

Landscape and Irrigation

Specialty items such as gateway structure and sign, bollards, water fountain, ice rink layout, simulated turf and other specialty items to be determined.

Technical Specifications for the designed items we are responsible for.

Our sub-consultants will include fountain mechanical design and ice-rink mechanical design. We will carry that work as a pass-through, with no mark up on our part. See their respective proposals attached.

There may be some incidental structural and electrical design services required, as well as geotechnical recommendations for pavement designs each of which are not included in our scope or fee.

Ferber Engineering will be responsible for signalization, storm drain calculations if required, and ADA crossing requirements to be coordinated with Wyss Associates.

Site lighting, subsurface utilities and communication designs will be by others, with locations coordinated with Wyss Associates.

We understand that this work shall be completed on or before the last day in March, 2019. We will need authorization to proceed by the end of next week in order to meet this deadline, which includes a determination of some of the features under reconsideration by the owner.

We had previously indicated (email dated September 14, 2018) that our fees for this work would be \$105,000 not including construction period services, which would have \$78,000 remaining after our completed Schematic Design work..

Based upon our current understanding of the project, we propose the following fees for Wyss

Associates generated work , to be invoiced monthly for the percentage of work completed:

DD and CD documents, as described above: Lump sum fee of \$64,000 which is a \$14,000 reduction from our original proposal.

Delta Fountains Fee allowance, to be a direct pass through of their invoice to us, with no mark up on our part: \$10,000

B32 Engineering Group allowance: to be a direct pass through of their invoice to us, with no mark up on our part: \$35,000

This proposal memo can be incorporated as an attachment to the AIA contract form you are preparing.

Our team at Wyss Associates, Inc. looks forward to our collaboration with Chamberlain Architects on this very important public space. Let me know if you have questions concerning the above information.

Best Regards

Pat

Patrick H. Wyss

Fellow, American Society of Landscape Architects

Wyss Associates, Inc.

Landscape Architecture | Golf Course Architecture | Land Planning

Phone: 605.348.2268

www.wyssassociates.com

From: [Bennett, Melissa](#)
To: [Wyss, Patrick](#); [Brad Burns](#)
Subject: RE: Outlaw Square Proposal
Date: Monday, January 14, 2019 4:02:59 PM

Brad:

See below revised fee with travel included.

Thanks,

Melissa R. Bennett
Office Manager
[Wyss Associates, Inc.](#)
728 Sixth Street
Rapid City, SD 57701
P: 605.348.2268
www.wyssassociates.com

From: Wyss, Patrick
Sent: Thursday, January 10, 2019 2:23 PM
To: bburns@chamberlinarchitects.com
Cc: Bennett, Melissa; Chris Wehrle
Subject: Outlaw Square Proposal

Brad

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Overall Site Grading and related details.

Hardscape Design and related details.

Concerning the above 3 items, Wyss will be responsible for the final layout and grading of all features, although Deadwood Street will be additionally detailed with vertical and horizontal alignments by Ferber to meet the typical municipal roadway design standards.

Landscape and Irrigation

Specialty items such as gateway structure and sign, bollards, water fountain, ice rink layout, simulated turf and other specialty items to be determined.

Technical Specifications for the designed items we are responsible for.

Our sub-consultants will include fountain mechanical design and ice-rink mechanical design. We will carry that work as a pass-through, with no mark up on our part. See their respective proposals attached.

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geotechnical recommendations for pavement designs each of which are not included in our scope or fee.

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We had previously indicated (email dated September 14, 2018) that our fees for this work would be \$105,000 not including construction period services, which would have \$78,000 remaining after our completed Schematic Design work..

Based upon our current understanding of the project, we propose the following fees for Wyss Associates generated work , to be invoiced monthly for the percentage of work completed:

DD and CD documents, as described above: Lump sum fee of \$64,500 (includes mileage) which is a \$14,000 reduction from our original proposal.

Delta Fountains Fee allowance, to be a direct pass through of their invoice to us, with no mark up on our part: \$10,000

B32 Engineering Group allowance: to be a direct pass through of their invoice to us, with no mark up on our part: \$35,000

Construction Administration: Lump sum fee of \$8,800. (includes mileage)

This proposal memo can be incorporated as an attachment to the AIA contract form you are preparing.

Our team at Wyss Associates, Inc. looks forward to our collaboration with Chamberlain Architects on this very important public space. Let me know if you have questions concerning the above information.

Best Regards

Pat

Patrick H. Wyss
Fellow, American Society of Landscape Architects

Wyss Associates, Inc.

Landscape Architecture | Golf Course Architecture | Land Planning

Phone: 605.348.2268

www.wyssassociates.com



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

October 29, 2018

Mr. Brad Burns
Chamberlin Architects
725 St. Joseph Street, Suite B1
Rapid City, SD 57701

RE: Deadwood Public Gathering Space Proposal

Dear Brad,

Ferber Engineering Company, Inc., (FEC) is pleased to present you with this proposal to provide professional civil engineering services for the Deadwood Public Gathering Space Project in Deadwood, SD.

Our Civil Design scope of work includes the following tasks:

- Topographic survey of the existing parking lot, portions of the adjacent buildings and surrounding street rights-of-way
- Site Layout coordinated with Landscape Architect as necessary for sidewalks, pavement, water service, sanitary sewer service, drainage facilities, erosion and sediment control devices, traffic and pedestrian circulation, etc.
 - Proposed private utilities including communications, power, gas, etc. will be shown if provided by others.
- Site Grading including detailed grades for all curb and gutter, pavement grade breaks, water and sewer elevations, proposed drainage facility elevations, etc.
- Street Design for the realignment and narrowing of Deadwood Street
- Coordination with SDDOT related to work in and adjacent to US Hwy 14
- Preparation of necessary civil details
- Preparation of temporary and permanent erosion and sediment control layout
- Preparation of detailed specifications for civil engineering items
- Coordination with Design Team, CMAR and Deadwood Staff

Our anticipated scope of work specifically excludes the following tasks:

- Designing to LEED requirements
- Landscape design
- Structural engineering
- Electrical Engineering
- Geotechnical investigation/engineering
- Traffic Impact Analysis

October 29, 2018

Page 2

Proposed Fees

The table below separates our proposed fees into three phases ~~(sales tax included)~~: JRV

Description	Subtask Total
<i>SURVEY AND SCHEMATIC DESIGN</i>	\$45,000.00
<i>DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS</i>	\$40,000.00
<i>CONSTRUCTION ADMIN</i>	\$5,000.00
<i>TOTAL</i>	\$90,000.00

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

Sincerely,
FERBER ENGINEERING COMPANY, INC.


John Van Beek, PE
President



Albertson Engineering Inc.

October 29, 2018

Mr. Brad Burns
Chamberlin Architects
725 East St Joseph Street, Suite B1
Rapid City, SD 57701

RE: Deadwood Plaza
Deadwood, SD
Fee Proposal for Structural Services
Albertson Engineering File #2018-405

Dear Brad,

We appreciate the opportunity to be part of the team for the proposed new Deadwood Plaza Project in Deadwood, SD. As requested we have prepared a proposal for structural engineering services for the project based upon the following project scope and scope of structural services.

Our proposal is based upon the following project scope.

- Several separate project portions within overall project. The items within the project that require structural engineering services are:
 - Gazebo
 - Smaller standalone structures most likely situated near the SW corner of site near trolley pick up point.
 - May take on similar look to historic gazebo shown in the attached document
 - Stage
 - Roof to be constructed over stage and extend some distance past front of stage
 - No columns anticipated within view of stage from audience amphitheater area
 - Back of house rooms for storage and possible small green room type of areas
 - Most likely some type of heavy timber framing with possible inclusion of steel framing
 - Restroom building (may be combined with Stage)
 - Likely masonry cavity wall construction
 - May be adjacent to or even possibly below the stage and stage support building areas
 - Amphitheater
 - Cast in place concrete
 - Retaining wall along south side of project (near north wall of Silverado) is planned to be part of a separate project with the City of Deadwood and not part of the Deadwood Plaza Project
 - All structures (exclusive of Amphitheater) are anticipated to have deep foundations based upon past experience at neighboring Silverado addition.

Albertson Engineering Inc.
Rapid City
3202 West Main, Suite C
Rapid City, SD 57702
605-343-9606

Sioux Falls
315 North Main Avenue, Suite 200
Sioux Falls, SD 57104
605-274-0880

Winner
202 South Main
Winner, SD 57580
605-842-1144

- Project to be delivered using design/build format with Scull Construction, Chamberlin Architects, Ferber Engineering, Skyline Engineering, Wyss Associates, and Albertson Engineering
- Overall project budget of \$4,000,000
- Preliminary documents for project attached to this proposal

Our scope of services and a brief project description is as follows:

- Design and prepare construction documents (plans and specifications) for the structural portions of the project to be included in a complete multi-discipline construction document package.
 - Provide progress drawings at regular interval as determined by Chamberlin Architects. Plans are anticipated to be provided in Revit format
 - At this time, we do not anticipate this project to be a fast track project.
- Attend design team review meetings.
 - Attend one (3) design team meetings in Deadwood, SD
- Provide bidding services during bidding of the project.
- Provide construction administration services related to portions designed by way of office support for structural related questions, review of shop drawings, and construction site visits. Construction site visits to include a general review of the construction for conformance with the construction documents. Included within this proposal are four (4) site visits during the construction period.

We propose to provide the structural engineering services for the project as described above for a lump sum fee of \$22,000 plus applicable taxes. Our fee can be broken down per task phase as follows:

Schematic Design	15%
Design Development	20%
Construction Documents	45%
Construction Period Services	<u>20%</u>
Total	100%

Additional services, should they be required, will be billed at our then current hourly rate schedule.

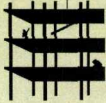
We appreciate the opportunity to present this proposal and look forward to working with you. Please call if you have any questions, or if we can be of further assistance.

Sincerely,
Albertson Engineering Inc.

Michael D. Albertson, PE
President



Albertson Engineering Inc.



Albertson Engineering Inc.

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

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

October 29, 2018

Structural Engineer (SER):

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

Brad Burns
Chamberlin Architects
725 St. Joseph St., Ste. B1
Rapid City, SD 57701

Project Name: Deadwood Plaza
Project Location: Deadwood, SD
SER Project #: 2018-405

PROJECT DESCRIPTION

As per proposal dated October 29, 2018

SCOPE OF SERVICES

The Structural Engineering Services to be provided are described in the Summary of Services (Exhibit A) and Terms and Conditions (Exhibit B) and proposal letter dated October 29, 2018. Included Additional Services (Exhibit B, Paragraph 3.1.1 and 3.1.2) are specifically noted in Exhibit A. This agreement does not include services for Project Peer Review, Special Inspections, or Fast Track Design.

ENGINEERING CHARGES

Compensation for our services shall be:

A lump sum fee of twenty thousand nine hundred dollars (\$22,000) plus all applicable taxes and reimbursable expenses.

Progress payments for basic services in each phase shall total the following percentages of the total basic compensation payable:

Schematic Design	15%
Design Development	20%
Construction Documents	45%
Construction Period Services	<u>20%</u>
Total	100%

Additional Services shall be charged at the Structural Engineer of Record's (SER) then current standard hourly rates. The SER's current standard hourly rate schedule is:

Principal Engineer:	\$145/hour
Project Engineer II:	\$120/hour
EIT:	\$90/hour
Drafting	\$65/hour
Clerical:	\$50/hour

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

REIMBURSABLE EXPENSES

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

ADDITIONAL PROVISIONS

If Basic Services covered by this Agreement have not been completed within 18 months of the date hereof, through no fault of the Structural Engineer(SER), the amounts of compensation set forth in this Agreement shall be equitably adjusted.

This Agreement, and Exhibits A, B & proposal dated October 29, 2018 hereto, constitute the entire agreement between the parties.

AUTHORIZED ACCEPTANCE

by Structural Engineer
of Record (SER)



Signature

Mike Albertson, President

Print Name and Title

10-29-18

Date

by Architect

Signature

Print Name and Title

Date

From: Jared D. Schippers [mailto:JaredS@albertsonengineering.com]
Sent: Tuesday, January 22, 2019 2:21 PM
To: Brad Burns
Subject: RE: Outlaw Sqaure | Updated Background

Brad,

Thanks for taking my call. As discussed we did not build any additional separate foundation package time into our fee, and we would propose the additional effort to be \$1500.00. I propose this change our agreement as follows:

SD	\$3300 (unchanged & already completed)
DD	\$5150 (previously \$4400)
CD	\$10650 (previously \$9900)
CA	\$4400 (unchanged)

Please let me know if your records indicate differently and/or if you need any additional information from me at this time. Looking forward to getting going on the project!

Thanks again,

Jared

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

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



Albertson Engineering Inc.

EXHIBIT A — Summary of Services

This is an exhibit attached to and made a part of the letter of agreement dated October 29, 2018 between the Structural Engineer of Record (SER), Albertson Engineering Inc., and Chamberlin Architects. (Architect).

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

Basic Services	Included	Not Included	Remarks
PROJECT DEVELOPMENT PHASE	X		
1. Define Scope of Structural Services	X		
2. Assist in Development of Schedule	X		
3. Assist in Determining Channels of Communication	X		
4. Assist in Determining Responsibility for Dimensions	X		
5. Assist in Determining Drawing Standards and Specification Format	X		
6. Assist in Determining Number of Meetings and Number of Site Visits	X		
7. Negotiate Fees and Payment Schedule	X		
8. Execute Contract	X		
SCHEMATIC DESIGN PHASE	X		
1. Attend Meetings	X		
2. Establish Structural Design Criteria	X		

Basic Services (continued)	Included	Not Included	Remarks
3. Prepare Studies of Alternative Structural Systems	X		
4. Assist in Selection of Structural System	X		
5. Provide Structural Criteria for Geotechnical Consultant	X		
6. Assist in Determining Need for Special Studies	X		
DESIGN DEVELOPMENT PHASE	X		
1. Attend Meetings			
2. Prepare Preliminary Foundation Drawings	X		
3. Prepare Preliminary Structural Design Calculations for Typical Elements	X		
4. Prepare Preliminary Framing Layout Drawings	X		
5. Prepare Typical Detail Sheets	X		
6. Identify Pre-Engineered Structural Elements	X		
7. Prepare or Edit Outline Specifications for Structural Items		X	
8. Assist Preparing Preliminary Opinion of Cost of Construction	X		
9. Review Results of Special Studies	X		
10. Coordinate Structural Design with Special Design Criteria	X		
11. Submit Design Development Documentation for Approval	X		

Basic Services (continued)	Included	Not Included	Remarks
CONTRACT DOCUMENTS PHASE	X		
1. Prepare Structural Design of Primary Structural System			
2. Designate Elements to be designed by Specialty Engineers, and Specify Structural Criteria for Specialty Engineers Design of Pre-Engineered Structural Elements.	X		
3. Review Effect of Secondary or Non-Structural Elements Attached to Primary Structural System		X	
4. Attend Meetings	X		
5. Assist in Coordination with Building Code Officials	X		
6. Complete Structural Calculations	X		
7. Complete Structural Drawings	X		
8. Prepare or Edit Specifications for the Primary Structural System (on drawings)	X		
9. Assist in Establishing Testing and Inspection Requirements	X		
10. Perform Checking and Coordination of the Structural Documents	X		
CONSTRUCTION ADMINISTRATION PHASE		X	
1. Bidding and Award			
a. Assist Evaluating Bidder's Qualifications			
b. Provide Structural Addenda and Clarifications	X		
c. Assist in Bid Evaluation		X	
2. Pre-Construction Services		X	
a. Attend Meetings			

Basic Services (continued)	Included	Not Included	Remarks
b. Assist in Establishing Communications Procedures		X	
c. Assist in Establishing Procedures for Testing and Inspections		X	
d. Assist in Confirming Submittal Procedures		X	
e. Assist in Selection of Testing Agency		X	
f. Advise Client and Contractor Which Structural Elements Require Construction Observation by SER	X		
g. Respond to Building Department and Peer Reviewer Comments	X		
3. Submittal Review	X		
a. Review Specified Submittals for Items Designed by SER			
b. Review Submittals for Pre-Engineered Structural Elements	X		
4. Site Visits	X		Max of 2
a. Make Site Visits at Intervals Appropriate to the Stage of Construction			
b. Prepare Site Visit Reports	X		
5. Materials Testing and Inspection	X		
a. Review Testing and Inspection Reports			
b. Initiate Appropriate Action to Those Reports, if required	X		

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

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

EXHIBIT B - Terms and Conditions

This is an exhibit attached to and made a part of the letter of agreement dated 10-29-18 between the Structural Engineer of Record (SER) Albertson Engineering Inc. and Chamberlin Architects. (Architect).

Section 1 - General

1.1 This Agreement

- 1.1.1 These Terms and Conditions, along with the Agreement, and Exhibit A - Summary of Services, form the Agreement as if they were part of one and the same document. Unless otherwise specified, this Agreement shall be governed by the laws of the principal place of business of the Structural Engineer of Record (SER).
- 1.1.2 The Agreement and Exhibit A may limit or negate the applicability of these Terms and Conditions. Such limitation shall take precedence over provisions of this Exhibit.
- 1.1.3 If a Prime Design Professional (as defined below) is also engaged by the Architect to participate in this project, then that Prime Design Professional shall be responsible for determining and interpreting the needs of the Architect, and for coordinating the work of the SER and other members of the design team.

1.2 General Obligations of the SER and the Architect

- 1.2.1 Albertson Engineering Inc., hereinafter referred to as the Structural Engineer of Record (SER), shall perform those professional structural engineering services as specified in Exhibit A and detailed in these Terms and Conditions. In rendering these services, the SER shall apply the skill and care ordinarily exercised by structural engineers at the time and place the services are rendered.



Albertson Engineering Inc.

- 1.2.2 The Architect shall verify that the contemplated project will be financed adequately, including provisions for contingencies, to accomplish the stated and desired goals and commitments.
- 1.2.3 The Architect shall provide all criteria and full information with regard to his or her requirements for the Project and shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project. This shall include, but not be limited to, review and approval of design issues in the schematic design phase, design development phase, and contract documents phase. These approvals shall include an authorization to proceed to the next phase.
- 1.2.4 The SER shall recommend that the Architect obtain those geotechnical investigations, property surveys, reports and other data necessary for performance of the SER's services.
- 1.2.5 The SER shall designate a person to act with authority on his or her behalf with respect to all aspects of the Project.
- 1.2.6 The SER shall submit, or coordinate with the Prime Design Professional to submit, to the Architect a timely schedule for the performance of the SER's services, to the degree possible consistent with the SER's requirements for skill and care as well as the Architect's desired goals and commitments.
- 1.2.7 The Architect shall provide to the SER reports of geotechnical investigations, property surveys, and other reports and data requested, as well as any previous reports or other data relative to the Project.
- 1.2.8 The Architect shall coordinate, or arrange for coordination through the Prime Design Professional, the services of the design team to minimize conflicts or misunderstandings.

1.3 Definitions

- 1.3.1 Prime Design Professional is the leader of the design team charged with the design of a new or remodeled facility, either an architect or an engineer. The Prime Design Professional is

responsible for determining and interpreting the needs of the Client and for coordinating the work of the other members of the design team.

1.3.2 Primary Structural System is the completed combination of elements, which serve to support the Building's self weight, the applicable live load (which is based upon the occupancy and use of the spaces), the environmental loads such as wind and thermal, plus the seismic loading. Curtain wall members, non-load bearing walls or exterior facade are examples of items, which are not part of the Primary Structural System.

1.3.3 Pre-Engineered Structural Elements are structural elements, which are specified by the SER but may be designed by a Specialty Engineer. These elements are normally fabricated off-site, may require specialized equipment not usually available at the job site or could require a proprietary process. The SER shall specify the design criteria including the incorporation of the Pre-Engineered Structural Elements into the structure.

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

- a. Open web steel joists and joist girders.
- b. Wood trusses.
- c. Combination wood and metal, and plywood joists.
- d. Precast concrete elements.
- e. Prefabricated wood or metal buildings.
- f. Tilt-up concrete panel reinforcement and hardware required for lifting to position.

1.3.4 Specialty Engineer is an engineer who is legally responsible for sealing plans and designs for Pre-Engineered Structural Elements, which become part of the building. The Specialty Engineer is usually retained by a supplier or subcontractor who is responsible for the design, fabrication and (sometimes) installation of engineered elements.

1.3.5 Secondary Structural Elements are elements that are structurally significant for the function they serve but do not contribute to the strength or stability of the primary structure. Examples may include but not be limited to: support beams above the primary roof structure which carry a chiller, elevator support rails and beams, retaining walls independent of the primary building, and flagpole or light pole foundations.

1.3.6 Non-Structural Elements are elements of a structure that are not primary or secondary structural elements. Items in this category could be exterior Curtain walls and cladding, non-bearing partitions, stair railings, etc.

1.3.7 Reimbursable Expenses are expenses incurred directly or indirectly in connection with the project such as, but not limited to, transportation, meals lodging for travel, long distance telephone calls and facsimile transmissions, overnight, deliveries, courier services, professional services sales taxes, and the cost of reproductions beyond those normally required for coordination and information purposes.

1.3.8 Fast Track Projects are projects in which any portion of the contract drawings are released for pricing/ bid/fabrication, or are submitted for building permit prior to such issuance of full design team documents.

Section 2 - Basic Services

2.1 General

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

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

2.1.3 Review the effect of Secondary and Non-Structural elements on the Primary Structural System and design the Primary Structural System to accept and support such items. The contract documents shall provide information regarding the supporting capability and physical attachment limitations of the Primary Structural System. Where Exhibit A-Summary of Services includes secondary and non-structural elements to be reviewed by the SER, the SER shall be entitled to rely on the accuracy and completeness of information furnished by the Architect and Prime Design Professional.

2.1.4 Submittal Review:

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

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

2.1.5 Construction Observation:

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

Prepare construction observation reports.

Section 3 - Additional Services

3.1 General

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

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

- 1) Services related to Non-Structural Elements and their attachments, such as:
 - a. Exterior cladding systems.
 - b. Interior architectural systems.

c. Window washing systems and tie downs.

d. Antennas and flagpoles.

e. Mechanical, electrical and plumbing equipment, storage tanks, cooling towers and underground vaults.

f. Mechanisms and guide systems for elevators, escalators, other conveyor systems and associated operating equipment.

g. Ladders, handrails, railings, grills, screens and signs.

2) Services related to Secondary Structural Elements and their attachments, such as:

a. Site-work elements not part of the Building Structural System, such as retaining walls, culverts, bridges, etc; as well as support for landscape furnishing such as flagpoles, lighting poles, benches, fountains, pools, signs, etc.

b. Stairs.

3) Tenant-related design services.

4) Services related to special dynamic analyses such as spectrum or time-history response to seismic forces, or floor-response analysis for footfall or vibratory equipment.

5) Services related to special wind analyses, such as wind-tunnel tests, etc.

6) Services related to "seismic risk" analysis.

7) Preparation of demolition documents.

8) Field Investigation of existing buildings and structures including surveys of existing construction.

9) Studies of various schemes to accommodate special energy requirements.

10) Services connected with the preparation of documents for alternate bids or for segregated contracts for phased or fast track construction.

11) Continuous and/or detailed inspections of construction.

12) Design or field observations of shoring and bracing for excavations and buildings, or underpinning of adjacent structures.

- 13) Design or review related to contractor's construction related equipment, e.g., cranes, hoists, etc.
 - 14) Design of swimming pools.
 - 15) Design for future expansion.
 - 16) Filing application for and obtaining a building permit.
 - 17) Preparation of "as-built" or record set of drawings.
 - 18) Preparation of shop or fabrication drawings, for example, tilt-up wall panel drawings, reinforcing and structural steel detailing, etc.
 - 19) Review and determination of structural fire resistance requirements.
- 3.1.3 Extra Services - These are services that arise as a result of unforeseen circumstances during the design or construction process.

Examples include, but are not limited to:

- 1) Services resulting from changes in scope or magnitude of the project as described and agreed to under the Basic Services Agreement.
- 2) Services resulting from changes necessary because of a construction cost over-run, which is outside the control of the SER.
- 3) Services resulting from revisions, which are inconsistent with approvals or instructions previously given by the Client.
- 4) Services resulting from revisions due to the enactment or revision of codes, laws, or regulations subsequent to the start of preparation of construction documents.
- 5) Services resulting from Change Orders.
- 6) Services resulting from corrections or revisions required because of errors or omissions in construction by the building contractor or in design by consultants other than the SER.
- 7) Services resulting from construction procedures over which the SER has no control.
- 8) Services due to extended design or construction time schedules.
- 9) Services, including assisting in preparation for litigation or arbitration as witnesses or consultants,

in connection with any public hearing, arbitration, or legal proceedings with respect to the project.

- 10) Services resulting from damage, as the result of fires, man made disasters, or acts of God.
- 11) Review and design of alternate or substitute systems.
- 12) Review of additional shop drawing submittals when occasioned by improper or incomplete submittals.
- 13) Attendance at construction progress meetings.
- 14) Overtime work required by the Architect.
- 15) Services rendered for special foundations when the discovery of poor soil conditions is made after execution of this Agreement. Examples include, but are not limited to: deep foundations, mat footings, structural grade slabs, and grade beams.

Section 4 - Fees and Payments

4.1 Fees and Other Compensation

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

4.2 Payments on Account

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

4.3 Late Payments

- 4.3.1 A service charge will be charged at the rate of 1.5% (18% true annual rate) per month or the maximum allowable by law on the then outstanding balance of PAST DUE accounts. In the event any

portion of an account remains unpaid 90 days after billing, the Architect shall pay all costs of collection, including reasonable attorney's fees.

- 4.3.2 In the event that any portion of an account remains unpaid 30 days after billing, the SER may, without waiving any claim or right against the Architect, and without liability whatsoever to the Architect, suspend or terminate the performance of all services.

Section 5 - Insurance, Indemnifications & Risk Allocation

5.1 Insurance

- 5.1.1 The SER shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance and automobile liability insurance to protect the SER from claims for negligence, bodily injury, death, or property damage which may arise out of the performance of the SER's services under this Agreement, and from claims under the Workers' Compensation Acts. The SER shall, if requested in writing, issue certificate confirming such insurance to the Architect.

5.2 Indemnifications

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

the presence, discharge, release or escape of asbestos, hazardous waste, or other contaminants at the site.

Section 6 - Miscellaneous Provisions

6.1 Reuse of Documents

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

6.2 Opinion of Probable Construction Costs

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

6.3 Hidden Conditions

- 6.3.1 A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If the SER has reason to believe that such a condition may exist, the SER shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the SER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the SER shall not be responsible for the existing condition nor any resulting damages to persons or property.

6.4 Termination, Successors and Assigns

- 6.4.1 This agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Architect shall pay the Engineer for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

- 6.4.2 The Architect and the SER each binds himself or herself, partners, successors, executors, administrators, assigns and legal representative to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representative of such other party in respect to all covenants, agreements, and obligations of this Agreement.
- 6.4.3 Neither the Architect nor the SER shall assign, sublet or transfer any rights under or interest in (including but without limitations, monies that may be due or monies that are due) this Agreement, without the written consent of the other, except as stated in the paragraph above, and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the SER from employing such independent consultants, associates and subcontractors, as he or she may deem appropriate to assist in the performance of services hereunder.
- 6.4.4 The SER and Architect agree that the services performed by the SER pursuant to this Agreement are solely for the benefit of the Architect and are not intended by either the SER or the Architect to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the Contractor and/or any of its Subcontractors and other Design Professionals, is benefited by the services performed by the SER pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this contract.

6.5 Disputes Resolution

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



December 27, 2018

Mr. Chris Wehrle
Wyss Associates, Inc.
728 Sixth Street
Rapid City, SD 57701

Via email: chrisw@wyssassociates.com

RE: Professional Engineering Services Proposal: Outlaw Square Outdoor Ice Rink, Deadwood, SD
Ice System Design and Construction Observation Phase Services

Dear Mr. Wehrle:

We are pleased to submit this proposal to provide professional engineering services for the new ice rink floor for the outdoor rink at the new Outlaw Square in Deadwood, SD. The following proposal outlines our understanding of the project by defining the scope of our services and key assumptions made in preparing this proposal and fees associated with the Scope of Work.

ABOUT B32 ENGINEERING GROUP, INC.

B32 ENGINEERING GROUP, INC. has extensive experience in programming, evaluations, concept design, and design and construction phase services for all types of ice rink projects. Successfully completing over 250+ ice rink related projects, B32 ENGINEERING GROUP, INC. is a leader in the ice rink industry providing some of the most innovative, cost-effective and energy-efficient design solutions. We know these unique facilities very well, have a thorough understanding of their needs and performance requirement and have the in-depth, specialty experience required to successfully complete this project for you, Wyss Associates, Inc., the City of Deadwood, and Recreation, and other project partners.

We have submitted to you our complete Ice Rink Statement of Qualifications for your review. We would be happy to provide additional information regarding projects, references, etc. at your request.

A few notable projects that we are currently working on, or have recently completed, include new practice facilities for the NHL's Minnesota Wild, Anaheim Mighty Ducks and St Louis Blues (4 sheets with one outdoor rink), Ice Den Renovation (NHL's Arizona Coyotes practice facility), Casper Ice Arena WY; Green Bay Packers Titledown skating trail (outdoors); New Arena for Bentley University MA; Starion Sports Complex, Mandan ND; Scheels Ice Plex, Sioux Falls, ND ; Rough Rider Center, Watford City, ND; two cutting edge CO2-based rink projects in AK and MN, Laskar Pool and Ice Rink (2 outdoor rinks Central Park, NY), and many others including many community ice arena facilities.



TEAM MEMBERS

Principal and Vice President of B32 Engineering Group, Inc., Scott Ward will work closely with you, Wyss Associates, Inc. and the design team on this project. Scott has over 24 years of experience in civil and mechanical engineering fields. He has extensive knowledge of public facilities (e.g. ice arenas, water and wastewater treatment, community centers, aquatic centers, etc.) and associated feasibility and evaluation studies, project development, funding applications, and the design and construction process. His education and engineering experience uniquely qualifies him for the specialized design requirements of ice systems. He has been involved in over 250 ice rink projects since 1997, including professional practice facilities, Division 1 college venues, single and multi-sheet community arenas, and outdoor ice rinks. Scott is integrally involved in each ice rink project.

In addition to Scott's professional expertise, he is also an avid coach, hockey player and supporter of youth hockey. The application of this practical insight help assures each facility and its systems are designed to meet your needs, operate successfully and be a gathering place for the community.

Education

Master of Science in Mechanical Engineering, University of Minnesota, 2000
Bachelor of Civil Engineering, University of Minnesota, 1995

Registration

Registered Professional Engineer in: AK, AZ, CO, CT, FL, IA, IL, MA, MD, ME, MI, MN, MO, ND, NE, NH, NJ, NM, NY, OH, PA, SD, TN, TX, VT, WI, WY.

Professional Affiliations

American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)
Minnesota Ice Arena Managers Association (MIAMA), Green Committee - MIAMA
Wisconsin Ice Arena Managers Association (WIAMA)
Ice Skating Institute (ISI)
United States Ice Rink Association (formerly STAR)

Examples of Ice Arena Projects:

See B32 Engineering Group, Inc. Ice Rink Statement of Qualifications for more information.

PROJECT UNDERSTANDING

The City of Deadwood, SD is proposing a new City Square project that includes a 5,000 square foot outdoor ice rink. The 35% schematic design phase drawings show a resurfacer room, an area for a temporary refrigeration system, fire pit, etc. Wyss Associates, Inc. has been hired by the City for this project and has requested a proposal from B32 Engineering Group, Inc. to provide the design and construction administration and inspection services related to the ice rink floor system and railing system surrounding the ice rink floor. We understand the refrigeration system will be a temporary unit that is brought in each year and is not part of this of scope of work.



Wyss Associates, Inc. will provide all front end and Division 0 and 1 documents and assemble bidding documents, manage construction, etc.

B32 Engineering Group, Inc. has estimated the construction cost of the concrete ice rink floor and railing system to be \$315,000.

Related design work by other design team members (services not included in this proposal but can be provided if requested):

- Footings or foundation walls for ice rink floor (if required)
- Perimeter concrete surrounding ice rink floor.
- Subsoil drainage system beneath ice rink floor (if required).
- Surface drainage systems surrounding the ice rink floor.
- Subgrade and soil preparations beneath ice rink floor.
- Skatetile flooring surrounding the ice rink floor.
- Lighting systems for the ice rink floor.
- Refrigeration system (temporary or permanent).
- Code compliant refrigeration room.
- HVAC and plumbing systems for refrigeration room.
- HVAC and plumbing systems for resurfacer room.
- Electrical service to the refrigeration system's motor control center.
- Concrete snow melt pit and grating for dumping the ice shavings from the resurfacer.
- Waste heat recovery system or other heating system for snow melt pit and subfloor heating system under rink floor.
- Structural engineering for roof curbs and footing and wall penetrations.

SCOPE OF WORK

As Ice Rink Engineers and Consultants, B32 Engineering Group, Inc. will provide the specialized design required for the concrete ice rink floor system and the decorative railing system. B32 Engineering Group, Inc. will provide a step by step design approach as described below:

Step 1 – Schematic Design Phase (final 65%)

During this step B32 Engineering Group, Inc. will:

1.1 Meeting 1: Meet in Deadwood, SD with you, the design team, the City and any other stakeholders to discuss the following:

1. Review 35% SD drawings, City square layout including rink floor layout, allocated space for the temporary refrigeration system, resurfacer, snow melt pit, user access, snow removal plans, concessions (if applicable), skate changing, elevations, drainage, etc.
3. Ice rink floor design including size and dimensions, piping materials, piping connections, header designs, transmission mains, connections for temporary refrigeration system, subfloor heating system, etc.



4. Decorative railing system. Discuss in detail railing system design and components and options including type of railing system, glass shielding, open system, fixed or removable system, detail of railing system/ice rink floor interface, methods for installing and removing system etc.

1.3 Prepare schematic development drawings consisting of the ice rink floor and railing systems.

1.4 Prepare preliminary, outline specifications in CSI format for the related Division 13 technical specifications.

1.5 Prepare an Opinion of Probably Construction Costs.

1.6 Provide input on project schedule.

Step 2 – Design Development Phase

During this Step B32 Engineering Group, Inc. will:

2.1 Prepare design development documents based on discussions in Step 1 and consisting of the ice rink floor and railing system including dimensions and layout of the ice rink floor and railing system.

2.2 Prepare more detailed specifications in CSI format for the related Division 13 technical specifications.

2.3 Review the design development drawings from your firm and other consultants that are related to the ice rink floor and railing system.

2.4 Meeting 2: Participate in a teleconference with you, the design team, the City, and any other interested parties to review these documents.

2.5 Update Opinion of Probable Construction Cost and schedule.

Step 3 – Construction Documents

During this step B32 Engineering Group, Inc. will:

3.1 Prepare final working drawings (4-6 drawing sheets) for the ice rink floor and railing system. including drawings and the technical specifications (Division 13). Your firm will generate all general conditions, contracts, and Division 0 and 1 sections.

3.2 Meeting 3: Participate in a teleconference with you, the design team, the City, and any other interested parties to review these documents.

3.3 Prepare final Opinion of Probably Construction costs and project schedule.

Step 4 - Bidding Assistance

During this step B32 Engineering Group, Inc. will:



- 4.1 Provide recommendation on bidding and award schedule. We have not included attendance at a pre-bid meeting with the contractors in this proposal.
- 4.2 Answer questions from contractors, suppliers, design and construction team, and the City group during the bid opening and record bid results.
- 4.3 Review the bid results and recommend award of construction contract.

Step 5 – Construction Services

Proper installation of these ice systems plays a significant role in the economic and social success of the facility. Experienced ice rink specialists provide a higher level of confidence that the installation has been done right and the final product has been constructed as the design intended.

We typically recommend a minimum of 6-8 site visits during construction for a single outdoor ice rink floor and railing system of this size. Since the cost to perform these services varies greatly depending on the phasing of the project, the length of construction and the quality and experience of the contractor, we have included 3 site visits during key periods of construction as outlined below.

We will be on-site for the construction of the ice rink floor and railing system including the following:

- 5.1 *Ice rink piping installation (1 day).* Observe installation of rink piping for first rink floor including piping, connections, placement, materials, etc. Check on progress of refrigeration system.
- 5.2 Participate by teleconference in a *pre-pour meeting for rink floor (1 day).* We will prepare a pre-pour meeting agenda and conduct a pre-pour meeting for the rink concrete pour, with the ice rink contractor and subcontractors, prior to concrete placement for the rink floor.
- 5.3 *Concrete rink floor pour/equipment inspection (1 visit = 2 days):* Check final installation of rink piping, header pipe, reinforcement, and expansion joint. Check elevation survey of rink piping.
- 5.4 *Final inspection of concrete ice rink floor, expansion joint and railing system (1 day).* Perform a final walkthrough of the systems generating a list of items (punch list) to be completed.
- 5.5 *Contract Administration:* We will also provide shopdrawing review of equipment and materials used on the project and answer questions regarding the drawings and specifications during construction. A field observation report will be provided with each site visit.
- 5.6 Any additional site visits would be included under additional services and may include:
 - Preconstruction meeting (1 visit)
 - *Sub-floor heat piping for first rink (1 day).* Observe final preparation of subgrade and installation of piping grid, including general layout, workmanship of joints and pressure

test for both ice rink floors, if construction is coordinated by the contractor to accommodate one visit.

- Floor insulation and transmission main installation (1 visit).
- *Attend pre-pour meeting for rink floor (1 day).* We will prepare a pre-pour meeting agenda and conduct a pre-pour meeting for the rink concrete pour, with the ice rink contractor and subcontractors, prior to concrete placement for the rink floor. Check progress of the rink floor system.

ASSUMPTIONS

This proposal is based on the following assumptions;

- **GETTING STARTED** - Prior to starting the work, B32 ENGINEERING GROUP, INC. will be provided with full information regarding your firm's and client's requirements including any special or extraordinary considerations for the Project or special services needed and will be provided with all pertinent existing data.
- **INFORMATION** - B32 ENGINEERING GROUP, INC. will be relying on CAD files and topographic surveys completed and prepared by others. B32 ENGINEERING GROUP, INC. assumes no liability for the accuracy of such drawings or surveys.
- **EXCLUSIONS** - In preparing this proposal, certain items have been excluded from the scope of services that may or may not be required. Should these services become necessary, B32 ENGINEERING GROUP, INC. can provide them as Additional Services. The following services have been excluded from this proposal:
 - Evaluation of site and soil conditions in or near the building
 - Rebates, grants, or other funding applications
 - Energy modeling and calculations
 - Life cycle cost analysis
 - Permit applications
 - Concept drawings of improvements to the facility
 - Design of the refrigeration system and waste heat recover system.
 - Commissioning of systems
 - Record plans or as-builts
 - Local and State code review meetings
 - Environmental reviews, reports or permits
 - Building energy simulation
 - Sampling, laboratory and on-site material testing or performance and intrusive testing
 - Hazardous material testing
 - Surveying
 - Project advocacy beyond the normal standard of care.
- This document serves as record of the basic terms of our agreement. Upon receipt of a countersigned copy of this letter, we assume you will provide B32 Engineering Group, Inc. an agreement for review and comment.
- This proposal is based upon completion of our services by February 2020.



COST OF SERVICES

We propose the following fixed fees for the services based on an estimated average construction cost of \$315,000 + contingencies for the ice rink floor and railing system.

DESIGN PHASE SERVICES (STEPS 1-4) 1 SITE VISIT	\$14,700
CONSTRUCTION PHASE SERVICES (STEP 5) – 3 SITE VISITS	\$13,800
TOTAL FIXED FEE SERVICES	\$28,500

ADDITIONAL SITE VISITS. If additional site visits are desired or required, we will provide those visits for the following fixed fee:

SITE VISIT (PER VISIT) – SAME DAY	\$2,900
SITE VISIT (PER VISIT) – OVERNIGHT	\$3,600

Conditions of Proposed Fee:

- EXPENSES - Reimbursable expenses will be invoiced in-addition-to the fixed fee services and in accordance with our standard fee schedule.
- Taxes not included in fee.
- PAYMENTS – All payments due B32 ENGINEERING GROUP, INC. shall be made within 45 days after receipt of invoice. Services will be invoiced once per month. Finance charges will be applied to all payments not received within 30-days of invoicing. B32 ENGINEERING GROUP, INC. shall have the right to suspend work on the project upon invoice past due more than sixty (90) days from presentation, unless or until B32 ENGINEERING GROUP, INC. is satisfied that payment is forthcoming.
- ADDITIONAL SERVICES – Additional Services, if authorized in advance, will be billed in accordance with our standard fee schedule. Scott's current hourly rate is \$218/hour.
- FEE SCHEDULE - The attached fee schedule is valid through December 31, 2019. Any services furnished after December 31, 2019 will be charged in accordance with our 2019 fee schedule. We will not increase any item on the fee schedule by more than 5% per year for work performed in 2020. The fixed fee will remain unchanged for 2019 and 2020.
- QUALIFICATIONS – The proposed construction administration fee is based on the Owner hiring an experienced ice rink contractor meeting the qualifications of B32 Engineering Group, Inc. standard Section 131811 – Ice Rink General Requirements that in general states the contractor must have successfully completed five (5) ice rink projects of similar scope in the past five (5) years.



B32 ENGINEERING GROUP, INC. IS *BEST VALUE* FOR THE WYSS ASSOCIATES, INC. AND THE CITY OF DEADWOOD

In addition to having an extensive resume of over 250 very successful ice rink projects of all types and sizes nationwide, B32 Engineering Group, Inc. brings to your project:

- Extensive ice rink design and construction experience providing a clear understanding of what works and what doesn't work.
- Extensive outdoor ice rink design experience from traditional oval ice rink facilities to new trending skating trails and paths.
- Experience with codes, regulations, statutes and ordinances applicable to indoor ice arena facilities.
- Personal attention. The Owner of B32 Engineering Group, Inc., Scott Ward, will be assigned to design and manage this project for you. This project will be a priority for the B32 Engineering Group, Inc..

Experience and passion fosters innovation. B32 Engineering Group, Inc. was the first in the ice rink industry to:

- Design an ice system that regenerates a desiccant system using waste heat recovered from the refrigeration system in place of natural gas. (Northfield Ice Arena- MN, 2007).
- Design a conversion (direct to indirect) of an existing Holmsten Ice Rink's direct refrigeration system that uses the existing equipment to minimize costs with little or no loss in operating efficiency. This provides the City with the widest range of options for replacing or renovating the existing ice system in the North Arena. (Lund Arena - Gustavus Adolphus College-MN, 2008, \$1.0M).
- Design a geothermal-based ice system without a well field and using a city water source; maximizing waste heat recovery and providing superior efficiency and reliability without losing performance. (Brooklyn Park Activity Center-MN 2009, \$2.5M).
- Design a geothermal-based ice system that uses industrial grade refrigeration technology for a long-life span and ammonia refrigerant to maximize efficiency and reduce greenhouse gas emissions. (Burnsville Ice Center-MN, 2009, \$5M).
- Design of first **CO2-based** ice systems in the United States. B32 Engineering Group, Inc. has designed 6 total CO2-based ice systems with the first in 2014. (Anchorage, AK; Minneapolis, MN).



B32 ENGINEERING GROUP, INC. and the entire design team want to thank you for the opportunity to be involved in this project. We are confident you will find our qualifications, experience and reputation at the top of the industry. We encourage you to call any references on any project that we have worked on.

If this proposal meets with your approval and is consistent with your understanding, please sign and return by mail an original copy of this letter. In the event we do not receive a signed copy of this letter, and we are authorized to begin work verbally, we will assume the terms and conditions of this proposal have been accepted by you.

We are very enthusiastic about this exciting opportunity and we look forward to personally sharing our experience and knowledge of ice systems with you, Wyss Associates, Inc., and the City of Deadwood. If you have any questions, please feel free to contact me at our office at 651.256.3090 or on my mobile at 651.492.1376.

Sincerely,

B32 ENGINEERING GROUP, INC.

A handwritten signature in black ink, appearing to read "Scott A. Ward".

Scott A. Ward, P.E.
Vice President and Principal

Enclosure: 2019 Professional Services Fee Schedule

*We can provide you our Ice Rink Statement of
Qualifications at your request.*

Agreed to and accepted,

By _____

Title _____

Date _____

APPENDIX A



2018 Professional Services Fee Schedule

Period: January 1, 2018 through December 31, 2018

HOURLY FEE SCHEDULE

Personnel:

Principal Engineer/Project Manager	\$160-\$220
Project Engineer	\$95-\$175
Graduate Engineer	\$80-\$115
Technician/Inspector	\$60-\$95
Administrative	\$55-\$70

REIMBURSABLE EXPENSES

Reimbursable expenses include, but are not limited to the following:

- Transportation cost at IRS allowable rate. For field vehicles, \$0.15 per mile will be added to the IRS rate.
- Parking fees.
- Cost of out-of-town travel, lodging and electronic communication in connection with the project.
- Reproductions, plots, and standard form documents. Meals will be billed at \$50 per diem.

Item	Size	Black & White	Color
Photocopies/Printing	8 1/2 x 11	\$0.20	\$0.95
	8 1/2 x 14	\$0.24	\$1.10
	11 x 17	\$0.30	\$1.75
Plots/Scans	22 x 34	\$3.00	\$5.50
	24 x 36	\$3.30	\$6.10
	28 x 42 or larger	\$4.88	\$6.60
Binding plans sets (per set larger than 11 x17)	\$8.90 each		
Specification and Report Assembly (Binder, Cover)	\$13.00 each		
Laminated Report Covers with Binder	\$23.00 each		
3-Ring Binder	\$16.00 each		
Survey Wood Lath	\$1.75 each		
Survey Wood Hubs	\$1.00 each		
Metal Fence Posts	\$16.00 each		
Paint (per can)	\$11.00 each		
Field/Survey Book (hard cover)	\$26.00 each		
Field/Survey Book (soft cover)	\$16.00 each		

- Project photography, postage, long-distance and mobile telephone calls, and facsimiles.
- Materials required to assemble reports.
- Survey and construction administrative materials and
- Subconsultants.
- Other similar direct project-related expenditures.

Reimbursable expenses are billable at 10% over cost and per diem.

B32 Engineering Group, Inc.'s' typical invoicing process; monthly billing, due net 30 days.



DELTA FOUNTAINS

ARCHITECTURAL & FLOATING FOUNTAINS

December 26, 2018

Chris Wehrle
Wyss Associates, Inc.
728 Sixth Street
Rapid City, SD 57701
t. 605-348-2268

Sent Via e-mail to: chrisw@wyssassociates.com

Dear Chris:

We are pleased to offer this proposal for water feature consulting services for the Plaza Water Feature on the City Square project in Deadwood, SD.

Project Description

This project includes Schematic Design, Design Development, and Construction Documentation services for the Interactive Water Feature. The design schedule begins with Schematic Design development drawings to be completed and presented by date to be determined. Additional phases of the design process will not proceed without approval for each phase of work. Work will be coordinated with Wyss Associates, Inc. and the project design team. Signed and sealed MEP engineered drawings are included in this proposal, *as an elective*. Structural finishes and waterproofing are not included in this scope.

Project Scope

Delta Fountains, as water feature consultant, will work with the project team toward the development of the water feature for the project identified above. Consultation includes all mechanical and electrical layout drawings, detail drawings, complete specifications and system review with the project team and the Owner. Our scope for the project would include the following services:

Design Development:

The approved Schematic Design Plan will serve as the basis for this phase of work. Enlarged plans, details, and sections at a scale appropriate for further development of the ideas will be produced. Initial coordination with structural and MEP consultants will be part of this phase. Ongoing coordination and development of system costs and lighting design will continue in this phase. In addition, focus on layout, equipment selections, details and preliminary specifications will be generated. Budgets are constantly

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monitored and Delta Fountains will stay focused with all allied disciplines, to ensure overall conformity to these budgets. Local trades will be engaged to help estimate the construction costs. Deliverables will be drawings on the project title block for inclusion in the 100% DD set and a preliminary CSI formatted specification. All deliverables will be computer generated and electronically submitted in PDF format. One minor design change is included in this phase.

Construction Documents:

The approved Design Development drawings will serve as the basis for this phase of work. Design modifications resulting from design review will be incorporated during this phase. Plans, details, cross sections, and piping and electrical conduit layout will be coordinated with the appropriate consultants. Control panel layout, ladder logic, wiring diagrams, and a Bill of Materials will be developed. A final system cost will be completed at the 50% stage. Any changes agreed upon in the design development stage will be incorporated into the construction drawings and final specifications. Delta Fountains will ensure quick response to all requests for information, reprographics, meetings and teleconferences while coordinating with every agency to ensure compliance with all ordinances. Specifications and plans will be explicit, but not proprietary. We will promote competitive bids, but adhere to the strictest quality standards. Deliverables will be Drawings on the project title block and project formatted specifications for inclusion in the 50% and 100% CD sets. All deliverables will be computer generated and electronically submitted in PDF format. One minor design change is included in this phase.

Pre-Construction and Bidding Services

If the Client chooses to add these services, during this phase, Delta fountains will respond to all R.F.I.'s from the bidding contractors; review and address contractor suggested value engineering alternates; review substitution requests of specified equipment to determine feasibility and or acceptability and advise on all impacts to the overall design concept and functionality; and educate the design team and Client of actual realized long term total cost savings of suggested value engineering alternatives and substitution from the contractors. Site visits, as required, for this phase will be billed at the hourly rates indicated below, plus travel expenses. Fees for this portion are based on a maximum of (20) Twenty hours, requested reviews exceeding the allotted hours will be billed at the hourly rates outlined below. *Pre-Construction and Bidding Services are not included in this proposal but can be added by request under separate proposal.*

Construction Administration:

If the Client chooses to add these services, during the construction of the water features, Delta Fountains will provide shop drawings review and approvals, assist in the pay application, and address all field information requests whether it is accomplished through written responses, sketches and or field visits necessary to ensure the proper installation. We will provide the specific design guidelines and comprehensive operations and maintenance procedures, as well. This phase of the project would also include Delta Fountains involvement with the owner's maintenance staff, to train and follow up on all operating systems and the development of seasonal historical data for future employees to benefit. Construction Administration fees are based on review of the fountain system, as designed. Alterations or Value engineering alternates for review may require additional compensation depending on the level of deviation from the original design. If Delta Fountains is awarded the equipment purchase, CA fees will be transferred to the contractor in our system proposal for the equipment and will not be billed under this contract. Construction Administration Services are not included *as an elective* but can be offered under an Add Services agreement upon request.

Virtual Mock-up Animation

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If the Client chooses to add these services, Delta Fountains will prepare a 3D based Virtual Animation of the feature illustrating the nozzle effects and lighting programming integration. The deliverable will be in the form of a copyright protected digital file for presentation use by the design team for client review. *The Virtual Mock-up Animation is not included in this proposal but can be offered under an Add Services agreement upon request..*

Mock-up

Based on complexity of the design, Delta Fountains would construct a physical scaled mock-up at our factory in Jacksonville, FL. Video and photographic images will be provided to the design team and owner's representative for review. The cost for a physical mock up is **not included** in this proposal but may be offered as additional services under separate proposal upon request.

Assumptions

This proposal is based on the following assumptions:

1. The Owner/Architect is responsible for supplying all applicable existing condition drawings and project title blocks (AutoCAD R2011) in a timely fashion in accordance with the project schedule. Delta Fountains will rely on the accuracy and completeness of that data for the development of the project. (Refer to Conditions of Design Agreement, part III for further clarification)
2. This proposal assumes no design meetings would be required based on the complexity of the design. Additional meetings requested by the Owner or Architect will be billed at the hourly rates indicated below.
3. If lighting effects for the feature are required, Delta Fountains will include Fountain lighting specification in this scope.
4. Mechanical and electrical signed and sealed drawings are included, **as an elective**.
5. Structural Engineering, finishes and waterproofing are not included, unless otherwise noted in this proposal.
6. Presentation renderings are not included in this scope (unless Virtual Mock-up pricing is offered in the base fee total).
7. Preparation of drawings and documents as specifically required for municipal, commission, or other public reviews, outside of our defined scope of work outlined in this proposal will be billed at prevailing hourly rates. Attendance at municipal, commission or other public reviews not specifically included in this proposal will be billed at the hourly rates.

Schedule

Delta Fountains was introduced to the project on October 5, 2015. Water Feature Design Schedule:

Design Development	T.B.D.
Construction Documentation	T.B.D.

The following meetings (site/teleconference) are included in the project scope:

Design Development phase

1. Phase kick-off meeting (teleconference)
2. Coordination meeting (teleconference)

Construction Documentation phase

3. Phase kick-off meeting (teleconference)
4. Coordination meeting (teleconference)

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Compensation

Our compensation, *Inclusive* of reimbursables, will be a fixed fee of **\$3,000.00** for the base, and **\$6,565.00** for the signed and sealed drawing elective, (refer to Conditions of Design Agreement part II Compensation Terms for additional information). Authorization of the fee proposal is for Schematic Design only. Additional phases are listed for future reference. Delta will not proceed on additional phases beyond Schematic Design unless authorized in writing. Acceptance of this proposal does not obligate the client to the full amount, only phases that are authorized will be billed. Fee breakdown:

<i>Phase</i>	<i>Fee</i>
Design Development:	\$1,800.00
Construction Documentation:	\$1,200.00
Base Proposal Total	\$3,000.00
<i>Electives</i>	<i>Fee</i>
Signed and Sealed MEP drawings	\$6,565.00
Elective Proposal Total	\$6,564.00

** Signed and Sealed MEP drawings are included in the elective fee proposal and include (3) sets of hard copy drawings. Additional sets as requested will be billed in accordance with the terms herein.*

Please note that the Base Proposal total is predicated on the Client's acceptance of Delta Fountains' outlined Services and Terms and Conditions. If the Client amends or requests changes to the terms of this proposal, Delta Fountains reserves the right to adjust the fees at our discretion, based on the newly agreed upon changes to the terms and services as requested by the Client. If the Owner authorizes changes to the scope of the project which cause Delta Fountains to revise previously approved drawings and other documents, or if the project schedule is extended, Delta Fountains will be entitled to an adjustment in compensation, unless such changes are caused by Delta Fountains.

Contract Terms

Fees described do not include surveys, verification or documentation of existing conditions, any other engineering or consultants, or base site information except as specifically described above.

We estimate reimbursable expenses will total roughly **\$1,200.00 (including signed and sealed expenses if elected)**. Reimbursable expenses are included in the Elective Proposal Total and are listed here for accounting purposes only. Reimbursables include travel, photocopies, postage, phone/faxes, and printing. Reimbursable expenses will be billed at the completion of each month. Travel expenses are based on (10) Working Days advance notice of scheduled site meetings. If the Client requires a site visit without the ten day advanced notice, Delta Fountains reserves the right to bill for additional costs incurred due to short notice. A 10% administrative processing fee will be included in each invoice (refer to Conditions of Design Agreement part II-B for additional information).

Meetings and site visits, requested by the Owner, beyond the number identified herein will be billed at the hourly rates identified below.

The terms of this agreement are valid for THIRTY (30) working days from December 26, 2018. Agreements not executed within that time frame will be resubmitted after additional Delta Fountains review.

Compensation based on an hourly basis will be calculated using the following schedule. Rates may be adjusted annually, no sooner than one year from the date of this letter of agreement.

Principal	\$235.00 per hour
Project Manager	\$175.00 per hour
Design Associate	\$190.00 per hour
Electrical Systems Designer	\$150.00 per hour
Draftsman level I	\$85.00 per hour
Technician	\$65.00 per hour

Delta Fountains will begin work on the project upon receipt of a signed copy of this proposal or a notice to proceed based on the terms outlined in this proposal.

If you have any questions regarding this proposal, please do not hesitate to give me a call. I would be pleased to discuss it with you in more detail. With your signed acceptance we can begin work at once. We look forward to the process and the completion of your project.

Regards,

James Turner

Agreed:
Date: December 26, 2018

Accepted:
Wyss Associates, Inc.

James Turner,
Vice President

I. GENERAL CONDITIONS

- A. The proposal set forth in the attached letter agreement between Delta Fountains, (the "CONSULTANT") and the client listed *Wyss Associates, Inc.* thereto (the "CLIENT") shall be valid for the CLIENT'S acceptance for a period of THIRTY (30) calendar days from the date the CONSULTANT executes such letter agreement (the letter agreement, Exhibit "A" and this Exhibit "B" are collectively referred to as the "AGREEMENT" and the letter agreement is sometimes referred to herein as the "Scope of Services").
- B. The AGREEMENT may be terminated at any time, without cause, by the CLIENT or the CONSULTANT upon seven (7) days prior written notice. In the event this AGREEMENT is terminated by either party or the services to be provided under the AGREEMENT by the CONSULTANT are suspended, canceled, terminated or abandoned by the CLIENT, the CONSULTANT shall be compensated by the CLIENT for all professional services provided up to the effective date of suspension, termination, cancellation or abandonment, plus all reimbursable expenses incurred by the CONSULTANT.
- C. It is understood and agreed that the CONSULTANT'S services under this AGREEMENT are limited to providing consulting services to the CLIENT and do not include participation in or control over the operation of any aspect of the CLIENT'S project (the "PROJECT"). Compensation payable to the CONSULTANT hereunder does not include any amount for participating in or controlling the PROJECT.
- D. All original work product, including original documents, electronic files, tracings, field notes, calculations, etc., prepared by the CONSULTANT in connection with this AGREEMENT in whatever form, including written documents, electronic files, etc., shall be and remain the exclusive property of the CONSULTANT. The CONSULTANT assumes no responsibility of liability of any third party use of or reliance on the CONSULTANT'S findings, opinions, conclusions, recommendations, designs, or other work product.
- E. In accepting and utilizing any drawings, data, or other work product prepared in connection with the AGREEMENT (for purposes of this paragraph, the "Work Product") on any form of electronic media generated and provided by the CONSULTANT, the CLIENT covenants and agrees that all such Work Product shall be and remain the exclusive property of the CONSULTANT, who shall retain all common law, statutory law, and other rights, including copyrights, therein.

The CLIENT and the CONSULTANT agree that any CADD files prepared by either party shall conform to the specifications listed in the Scope of Services. Any electronic files submitted by the CONSULTANT to the CLIENT shall be reviewed promptly by the CLIENT and the CLIENT shall notify the CONSULTANT of any defects found in such electronic files within twenty-one (21) days after delivery thereof to the CLIENT. Any defects the CLIENT discovers during this period will be reported to the CONSULTANT and will be corrected as part of the Scope of Services to be performed by the CONSULTANT. However, the correction of any defects detected and reported to the CONSULTANT by the CLIENT after the above twenty-one (21) day period will be considered "Additional Services" pursuant to the letter agreement, for which a separate fee will be negotiated (as set forth in the letter of agreement).

The CLIENT agrees not to use any Work Product, in whole or in part, for any purpose or project other than in connection with the PROJECT. In addition, the CLIENT agrees to waive all claims against the CONSULTANT resulting in any way from any unauthorized changes or reuse of the Work Product (i) in connection with any project other than the PROJECT, or (ii) by any party other than the CONSULTANT.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the liability of cost, including reasonable attorney's fees and costs of defense, arising from any changes made to the Work Product by anyone other than the CONSULTANT or from any reuse of, or unauthorized use of, such Work Product.

Under no circumstances shall transfer of the CONSULTANT'S Work Product, drawings and data on electronic media for use by the CLIENT be deemed a sale of such materials by the CONSULTANT, and the CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose in connection with such materials.

- F. If, under this AGREEMENT, professional services are provided by the CONSULTANT during the construction phase of the PROJECT, the CLIENT acknowledges that the CONSULTANT shall not be responsible for or have control over the means, methods, techniques, sequences, or procedures, or safety precautions and programs, with regard to the work performed on the PROJECT in accordance with the PROJECT's contract documents or to obtain construction permits, or (ii) of the CLIENT'S Contractor (the "CONTRACTOR") to comply with applicable laws, ordinances, rules or regulations.
- G. The CONSULTANT shall be entitled to rely upon any information provided by the CLIENT or authorized representatives of the CLIENT without having to verify the accuracy of such information.
- H. To the extent set forth in the Scope of Services, the CONSULTANT shall submit all plans, permits, etc., to regulatory agencies, and shall respond to reasonable requests for additional information from such agencies. However, the CONSULTANT cannot guarantee the actions of any entity or the outcome of any process or proceeding. The CLIENT acknowledges and agrees that its obligations to pay all amounts owed pursuant to the Agreement is absolute and shall not be dependent upon matters which are not in the CONSULTANT'S control, including but not limited to financing, approvals, PROJECT success, or third party actions.
- I. Neither the CLIENT nor the CONSULTANT shall have any right to assign this AGREEMENT to any other person or entity, absent the prior written consent from the other party.
- J. In an effort to resolve any disputes, differences, claims or counter claims that arise with respect to this AGREEMENT, the CLIENT and the CONSULTANT agree that all disputes between them arising out of or relating to the AGREEMENT shall first be submitted to non-binding mediation, unless the parties mutually agree otherwise.

The CLIENT and the CONSULTANT further agree to include a mediation provision similar to the above provision in all of their agreements with independent contractors and consultants retained for the PROJECT and also to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers, or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

In the event of any dispute, difference, claim or counterclaim between the CONSULTANT and the CLIENT arising out of or in connection with this AGREEMENT, which is not resolved by the parties through mediation, any such matter shall be submitted to the Circuit court in and for Duval County, Florida, for trial and determination by the court sitting without jury. The parties hereby consent to the jurisdiction of such court, to exclusive venue in Duval County, Florida, and to the service of process outside the State of Florida (if applicable) pursuant to the requirements of such court in any matter so to be submitted to it, and they expressly waive the right to a jury trial. The CLIENT agrees to pay all of the CONSULTANT'S attorney's fees and costs incurred in bringing any such suit in the event that the CONSULTANT prevails.

- K. In the event that the CLIENT is not the record owner of the property covered by this AGREEMENT, the CONSULTANT may consider the CLIENT'S signature on the Agreement as evidence that the CLIENT has the property owner's permission and consent to enter into this AGREEMENT, and to be a party hereto. It shall be the CLIENT'S responsibility to inform the CONSULTANT of any change in ownership or change in any other circumstances that may affect the CONSULTANT'S ability to place a construction lien on such property if payment is not received by the CONSULTANT according to the terms of this AGREEMENT. The CLIENT hereby acknowledges and agrees that the CONSULTANT'S services are professional services that shall be performed in the practice of CONSULTANT'S profession in connection with the specific parcel or parcels of real property referred to in this AGREEMENT and that CONSULTANT shall be entitled to a lien upon such real property for the money owing to CONSULTANT for such services pursuant to section 713.03, Florida Statutes, or otherwise pursuant to law or equity.
- L. This AGREEMENT shall be governed by the laws of the State of Florida.

- M. Regarding the subject matter hereof, this AGREEMENT contains the entire agreement of the parties and their representatives and agents, and supersedes all prior understandings, whether oral or written. The CLIENT agrees that this Agreement shall govern and supersede any form agreements delivered by the CONSULTANT and/or the CLIENT, such as client purchase orders or work orders, and that such forms may be issued by the CLIENT as a matter of convenience without altering any of the terms or conditions of this Agreement, unless such form has been signed on behalf of both the CLIENT and CONSULTANT by an authorized representative.
- N. In recognition of the relative risks and benefits of this Agreement to both the CLIENT and the CONSULTANT, the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and its sub-consultants to the CLIENT and to all construction contractors and subcontractors on the PROJECT for any and all claims, losses, costs, and damages of any nature whatsoever or claimed expenses from any cause or causes (collectively "CLAIMS"), so that the total aggregate liability of the CONSULTANT and its sub-consultants to all those named above shall not exceed the total fee received by CONSULTANT hereunder for services rendered pursuant to this Agreement. This paragraph shall apply to CLAIMS including, but not limited to claims based on negligence, professional errors or omissions, strict liability, and breach of contractor warranty.

If Delta Fountains is contracted to provide professionally signed and sealed drawings for mechanical, electrical or structural project documentation and in the event the CLIENT does not wish to limit the CONSULTANT'S professional liability as set forth in the paragraph above, the CONSULTANT agrees to increase the limitation on CONSULTANT'S aggregate liability for all claims to a maximum of \$1 million, but only upon receiving the CLIENT'S written request within ten (10) days after the date hereof, and the payment by CLIENT of additional consideration of five percent (5%) of the CONSULTANT'S total fee pursuant to this Agreement or \$300.00, whichever is greater.

- O. Notwithstanding anything to the contrary herein, in no event shall the CONSULTANT be liable to the CLIENT under this AGREEMENT or for services provided hereunder, under any claim or theory (including breach of contract or tort), for consequential, incidental, or punitive damages, including lost profits or loss of business, even if such damages were reasonable foreseeable.
- P. The CLIENT acknowledges that the CONSULTANT cannot control the cost of construction labor and materials or competitive bidding, and that market conditions fluctuate, and therefore the estimates of construction costs provided by the CONSULTANT will be made on the basis of the CONSULTANT'S experience and qualifications. As a result, the CONSULTANT does not guarantee the accuracy of any such estimates.
- Q. All provisions of this AGREEMENT relating to indemnity of allocation of responsibility or liability between the CLIENT and the CONSULTANT shall survive the completion of the services to be performed hereunder and the termination of this AGREEMENT.
- R. In the event that any provision of this AGREEMENT is found to be unenforceable under applicable law, the remaining provision(s) shall continue in full force and effect.
- S. In providing services under this AGREEMENT, the CONSULTANT is acting as an independent contractor and not as an agent or employee of the CLIENT.
- T. In the event that the CONSULTANT is obstructed or delayed in the prosecution of completion of its services under this AGREEMENT as a result of causes beyond the control of the CONSULTANT, including, but not restricted to, acts of God or of public enemy, acts of terrorism, acts of government or of the CLIENT, the property owner or any other person or entity, fires, floods, epidemics, quarantine regulations, strikes or lockouts, then any milestones contained on any PROJECT schedule shall be extended by the length of such delay, plus any additional time required by the scheduling demands of any third party whose performance was rescheduled as a result of such delay.
- U. The CLIENT acknowledges that PROJECT schedules, if any, are provided by the CONSULTANT for informational and planning purposes only, and are subject to change as the PROJECT progresses. The CONSULTANT does not guarantee any time frames.

- V. The CLIENT acknowledges that the CONSULTANT does not guarantee the success, as measured by the CLIENT, of the services of the CONSULTANT described herein. The CONSULTANT'S obligation hereunder is limited to using commercially reasonable efforts to perform the stated services. The CONSULTANT shall have no responsibility for outcomes or results dependent in whole or in part on decisions or actions of the CLIENT or third parties.

II. COMPENSATION TERMS

- A. Amounts due to the CONSULTANT under this Agreement shall be payable within thirty (30) days of CLIENT'S receipt of an invoice therefore. If full payment of an invoice is not received within sixty (60) days commencing on the date of the invoice, then (i) CONSULTANT may, at its exclusive option, charge CLIENT and, in such case, CLIENT shall pay, a service charge equal to one and one-half percent (1.5%) per month of the unpaid balance, which charge shall accrue from the date of the invoice until such balance is paid in full, and (ii) the CONSULTANT may, without waiving any other claim or right against the CLIENT, suspend services under this AGREEMENT until the CONSULTANT has been paid in full all amounts due CONSULTANT and/or any of its subconsultants and subcontractors. Furthermore, the CLIENT agrees that the CONSULTANT shall not be held liable for damages sustained by the CLIENT or others due to such suspension of services.
- B. Fees set forth in this Agreement are for professional services only. Out-of-pocket expenses (such as reproduction, overnight mail, travel, meals, etc.) will be considered a direct reimbursable expense, and invoiced in addition to the fees indicated herein unless otherwise stated under the contract terms. These expenses will be invoiced as incurred, and may include, at CONSULTANT'S exclusive discretion, a handling charge markup of not to exceed ten percent (10%).
- C. Services to be billed hourly that are subject to a cap (as specifically identified in the Scope of Services) and time and materials tasks will be billed on an hourly basis as incurred monthly. Hourly rates utilized in the billing (for hourly and additional services) are set forth in Exhibit "A" (if applicable).
- D. Invoices shall be prepared monthly for Lump Sum Fee items (as set forth in the Scope of Services) based on the percent of work complete and costs incurred by the CONSULTANT.
- E. The CLIENT acknowledges that the proposal set forth in the letter agreement specifies a number of meetings or a specific meeting budget. All additional meetings, as requested by the CLIENT, will be invoiced pursuant to the CONSULTANT'S applicable hourly rates.
- F. All hourly rates and fees quoted in this AGREEMENT shall be effective for a period of twelve (12) months after the CLIENT'S execution of this AGREEMENT, after which time they may be revised by the CONSULTANT upon written notice to the CLIENT.
- G. The AGREEMENT shall become effective upon the CONSULTANT'S receipt from the CLIENT of a signed AGREEMENT and, if requested, a retainer. All retainer amounts will be applied to the CLIENT'S last invoice. A RETAINER of \$ _0_.00 IS REQUIRED BEFORE THE CONSULTANT WILL COMMENCE ANY SERVICES UNDER THE AGREEMENT.
- H. Subconsultant or subcontractor fees/expenses invoiced through the CONSULTANT may, at CONSULTANT'S exclusive discretion, include a handling and coordination markup. This markup will be no more than five percent (5%) for amounts greater than \$50,000; eight percent (8%) for amounts between \$20,000.00 and \$50,000.00; and ten percent (10%) for amounts less than \$20,000.00.
- I. It is understood that the CONSULTANT'S services to be provided under this AGREEMENT do not include any participation whatsoever in any litigation or negotiations. If at any time the CONSULTANT is requested to participate in litigation or negotiations, or to act as an expert witness, whether by the CLIENT or on its behalf, and the CONSULTANT agrees to do so, the CONSULTANT shall be paid by the CLIENT in advance if requested by CONSULTANT at the applicable hourly rate for the CONSULTANT'S time in preparation of and/or during testimony at a hearing, arbitration, or other official proceeding. In addition, the CLIENT shall pay all reasonable expenses of the CONSULTANT incurred in connection therewith. The amount due and payable to the CONSULTANT under this paragraph shall not be reduced for any reason, including, but not limited to, settlement of the matter based on a pro-rata share of the monies in questions.

III. CLIENT RESPONSIBILITIES

- A. The CLIENT shall provide to the CONSULTANT all available and applicable information that is related to the site and to the PROJECT that is in the CLIENT'S possession, or that may come into the CLIENT'S possession or knowledge including, but not limited to:
- Survey(s) (Boundary, Topo, etc.)
 - Legal Description & Title Information
 - Utilities Data/Plans
 - Environmental Studies/Data
 - Geotechnical Studies/Data
 - Previous Site Consulting Plans/Studies
 - Previous Site Planning Sketches or Studies
 - Other Applicable Data/Information
 - Previously Prepared, Submitted, or Approved Permits
 - Previously Prepared Development-Const. Cost Est.
 - Aerial Photography, if available
 - Reasonably suspected information or leads
- B. The CLIENT shall be responsible for the payment of all fees to government and review agencies.
- C. The CLIENT shall indemnify and hold the CONSULTANT harmless for any losses or damages caused by the negligent acts of the CLIENT, its employees or agents.
- D. The CLIENT grants to the CONSULTANT right of entry to the PROJECT site by the CONSULTANT, its employees, agents, and subcontractors in order to perform the CONSULTANT'S services under this AGREEMENT. If the CLIENT does not own the PROJECT site, the CLIENT warrants and represents to the CONSULTANT that the CLIENT has the authority and permission of the owner of the PROJECT site and occupant of the PROJECT site (if applicable) to grant this right of entry to the CONSULTANT.

LIABILITY DISCLAIMER NOTICE

Delta Fountains shall not be responsible or liable for any civil or structural design drawings, details, notations, or any other aspects of the project regarding fountain layout, structure or construction/building practices, including, but not limited to, soil integrity, concrete design, specifications, and slab pour methods, concrete structural waterproofing specifications, materials, and methods, etc. unless specifically stated.

Any structure depicted or appearing on our plans shall be shown solely for dimensional reference and general structural orientation in order to adequately identify, coordinate, orient, locate and install our equipment package, and shall not be relied on for any other purposes.

Client is advised to enlist the services of a licensed professional engineer familiar and experienced with such work when designing/constructing any fountain pool or pump room structure, who shall accept complete responsibility and liability for all structural, geotechnical, and civil engineering details pertaining to the project.

Client is advised to enlist the services of a licensed professional landscape architect to coordinate landscape, hardscape, and topographical environment surrounding the fountain area so that proper plant materials and ground cover is specified to ensure excess debris will be kept away from, and out of the fountain system. Proper slope of grade is mandatory to keep rain water and irrigation water from entering into the fountain basin and equipment room or enclosure.

ELECTRONIC MEDIA USER ACCEPTANCE AGREEMENT

No warranties express or implied are made with respect to the electronic form of these drawings. Including any implied warranties of merchantability or fitness for a particular purpose. It is understood the USER makes use of the electronic form of these drawings at USER's sole risk and that the drawings in electronic form are provided "as is" and "as received" without warranties of any kind. Delta Fountains shall have no obligation to or through the USER for use of the electronic form of these drawings, including any obligation or liability for the accuracy of the information furnished through the electronic form. In addition to and notwithstanding the foregoing, in no event shall Delta Fountains be liable for any incidental, consequential or special damages or for any loss of profit sustained by user in connection with, or arising out of the use of the electronic form of these drawings.

PROJECT INFORMATION FORM

DB CO#1 -
ATTACHMENT "A"

The following information is necessary for the CONSULTANT to set its files up correctly. Please fill out and return at your earliest convenience.

1. PROJECT Name for Invoicing:

2. Mailing Address:

Phone: () _____

Fax No.: () _____

E-mail: () _____

3. Invoices should be sent to the attention of: _____
4. Date invoices must be received by CLIENT: _____
5. Special invoice format required: _____ Yes _____ No (If yes, please forward to CONSULTANT)
6. Person(s) authorized to bind CLIENT contractually:

7. Are purchase orders required: _____ Yes _____ No

8. Name and contact address/phone number under which title of property is held:

9. Name/Entity of applicant for PROJECT permit applications (title, address, phone number):

10. Person to sign permit applications (title, address, phone number):

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