CITY OF DEADWOOD 102 SHERMAN STREET AGENDA Regular Meeting 5:00 p.m. December 17, 2018

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. <u>PLEDGE OF ALLEGIANCE</u>

- 2. ROLL CALL
- 3. APPROVE MINUTES OF December 3, 2018
- 4. APPROVE BILLS
- 5. ITEMS FROM CITIZENS ON AGENDA

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 hire J & L Insulation, Inc. for Asbestos Removal at Franklin Motor Inn at cost of \$6,750, with work to be completed by January 7, 2019.
- B. Permission for Mayor to sign the 2019 Combined Voting Agreement with Lead-Deadwood School District, City of Central City, City of Lead, City of Whitewood, Lead-Deadwood Sanitary District and Lead Fire Protection District; which includes a pay increase for clerks from \$143.00 to \$156.00 per day and superintendent from \$168.00 to \$180.00 per day.
- C. Appointment of Jessicca McKeown, Finance Officer, to Capital Improvement Leadership Committee.
- D. Permission to purchase 5500 gal. of gasoline from Southside Oil @ \$1.95 per gallon.
- E. Acknowledge ACH payment to bond holders from Series 2012 and Series 2015 Certificate of Participation (Interest totaled \$121,000 and Principle totaled \$2,635,000)
- F. Purchase 20 Blaze Plus Model HD Body Cams from Body Cams by Retired Cops in the amount of \$10,229.00.
- G. Permission to hire Archaeological Research Center to conduct monitoring of a proposed retaining wall excavation project associated with Outlaw Square at a cost of \$44.06 an hour for total not to exceed \$8,104.07.
- H. Permission to order Ford F550 cab and chassis from White's Canyon Ford for \$48,741.00. (2019 streets budget item)

- I. Permission to order a John Deer X758 Tractor from RDO Equipment Co. for \$16,362.86 (2019 parks budget item)
- J. Permission to order a Snow Plow/Pusher from RDO Equipment Co. for \$2,800.00 (2019 parks budget item)
- K. Add Melissa Rodgers to the Volunteer Fire Department roster for worker's compensation purposes effective December 13, 2018.
- L. Permission for Northern Hills Homes and RV in Whitewood to do miscellaneous body and paint repairs on 3 Trolleys not exceed 8500.00. (Budgeted item under repairs)
- M. Permission for Mayor to sign contract with Tall Grass Architectural, LLC for Whitewood Creek Improvements: Phase 4.
- N. Permission for Mayor to sign renewal agreement with Terry Peak Ski Resort for billboard lease from November 1, 2018 to October 31, 2019 at rate of \$220.00 per month

7. BID ITEMS

- A. Results of bids opened December 13 at 2 p.m. for a Design Build on the replacement and upgrade of the HVAC system at the History and Interpretive Center. 1 bid received. Motion to accept, reject or continue. Rasmussen Mechanical: \$129,902. Staff recommends to approve Rasmussen Mechanical and permission for city attorney to draft contract and allow Mayor to sign.
- B. Results of bids opened on December 13 at 2 p.m. for surplus equipment and vehicles. 1 bid received on each. Staff recommends to accept. Jim's Auto Salvage bid \$427 for 1992 Chevy Pickup Vin #8740 Jim's Auto Salvage bid \$432 for 1996 Dodge Ram Vin #4425 Jim's Auto Salvage bid \$357 for 2005 Dodge Durango Vin# 9263 Jim's Auto Salvage bid \$357 for 008 Dodge Durango Vin # 9724 Jim's Auto Salvage bid \$3,827 for Pettibone Crane

8. PUBLIC HEARINGS

- A. Hold final public hearing after publication of Notice of Levy for BID 1-6 Assessments
- B. Hold public hearing for Mardi Gras Events: open container in zones 1 and 2 on March 1 and March 2, street closure for parade and waiver of banner fees on March 2, 2019.
- C. Hold public hearing for Franklin Hotel New Year's Eve Ball Drop Event: street closure on December 31 and January 1.
- D. Hold public hearing for adoption of Comprehensive Plan

9. OLD BUSINESS

10. <u>NEW BUSINESS</u>

- A. Pass Resolution 2018-29 Adopting the Deadwood Comprehensive Plan. Planning & Zoning Recommended on 12/5/18 and Historical Preservation recommended 12/12/18.
- B. Permission for Mayor to sign Verizon Wireless Mast Lease Agreement

- C. Act as Board of Adjustment to approve or deny Deadwood Planning and Zoning Commission recommendation (12/5/18) to approve final plat submitted by the City of Deadwood (Dudley Street).
- D. Permission to create a new job description for a part-time Custodian/Front Desk Trainer for the Rec Center and advertise in-house for five days at \$12.27 per hr.
- E. Pass Resolution 2018-30 Designating Special Events Recognized by the City of Deadwood for purposes of Ordinances Section 15.32.100 and 15.32.140 for 2019
- F. Pass Resolution 2018-31 to Establish Fee Schedule for 2019.
- G. Permission to hire (temporary/part-time) and for Mayor to Sign agreement for Geoff Fullingsness to perform inspections on dilapidated buildings for the city's demolition by neglect program at an hourly rate of \$35.00 per hour.
- H. First Reading of Ordinance #1284 Amending Chapter 5.40 Tourist Conveyances
- I. First Reading of Ordinance #1285 Amending Chapter 15.32 Signs
- J. First Reading of Ordinance #1286 Amending Chapter 15.01 International Building Code
- K. First Reading of Ordinance #1287 Amending Chapter 5.12 Contractors
- L. First Reading of Ordinance #1288 Amending Chapter 15.12 Electrical Code

M. First Reading of Ordinance #1289 Amending Chapter 17 Zoning

11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

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, DECEMBER 3, 2018

The Regular Session of the Deadwood City Commission convened on Monday, December 3, 2018 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor Ruth Jr. called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners Sharon Martinisko, Charlie Struble and Gary Todd. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Martinisko moved, Struble seconded to approve the minutes of November 19, 2018. Roll Call: Aye-All. Motion carried.

<u>NOVEMBER, 2018 PAYROLL:</u> COMMISSION, \$2,230.76; FINANCE, \$15,730.82; PUBLIC BUILDINGS, \$7,621.30; POLICE, \$65,740.67; FIRE, \$5,204.66; BUILDING INSPECTION, \$3,999.76; STREETS, \$29,938.46; PARKS, \$23,841.38; PLANNING & ZONING, \$5,059.44; LIBRARY, \$6,540.54; RECREATION CENTER, \$15,009.41; HISTORIC PRESERVATION, \$16,554.87; WATER, \$11,973.98; PARKING METER, \$8,992.67; TROLLEY, \$17,316.79; PARKING RAMP, \$760.46. **PAYROLL TOTAL: \$236,515.97**

NOVEMBER, 2018 PAYROLL PAYMENTS:

Internal Revenue Service, \$55,934.08; S.D. Retirement System, \$26,752.38; Delta Dental, \$4,096.50.

APPROVAL OF DISBURSEMENTS

Struble moved, Todd seconded to approve the December 3, 2018 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS	CONTRACT	330.13
A & J SUPPLY	SHELVING	129.41
ACE HARDWARE	SUPPLIES	136.69
ACE INDUSTRIAL SUPPLY	SUPPLIES	998.00
ALLEGIANT EMERGENCY	CAMERA SYSTEM	490.65
ALMANZA, TYSON	FOUNDATION	700.00
ALSCO	SUPPLIES	337.57
ANCESTOR CONCRETE	FOUNDATION	10,057.25
ANDERSON ENVIRONMENTAL	INSPECTION	650.00
ATCO INTERNATIONAL	SUPPLIES	165.10
ATLAS BUILDING MAINTENANCE	SUPPLIES	305.74
BIERSCHBACH EQUIPMENT	SUPPLIES	116.80
BH SPECIAL SERVICES	CLEANING	1,505.00
BOMGAARS	SUPPLIES	352.44
BRUNSON, RONDA	REIMBURSEMENT	255.09
CHAINSAW CENTER	SUPPLIES	109.79
COMPUTER SUPPORT	SERVICE	355.46
CPS DISTRIBUTORS	SUPPLIES	1,967.45
DANNY'S PLUMBING	PROJECT	1,798.98
DEADWOOD ALIVE	REIMBURSEMENT	19,634.00
DEADWOOD CHAMBER	SERVICE	40,300.00
DEADWOOD ELECTRIC	SERVICE	297.10
DVFD	REIMBURSEMENT	353.05
DEADWOOD GAMING	BID#8	10,000.00
DOOLITTLE, JAMES	UNION	800.00
EAGLE ENTERPRISES	SUPPLIES	1,084.97
ECOLAB	SERVICE	254.73
EMERY-PRATT	BOOKS	138.08
ESO FIREHOUSE		675.00
FERBER ENGINEERING	CONTRACT	
FIRST INTERSTATE BANK	MAINTENANCE	920.00
FIRST INTERSTATE BANK FIRST NATIONAL BANK	TIF PAYMENT	234,638.02
	TRUSTEE FEE	5,391.25
FIRST NATIONAL CREDIT CARD	SUPPLIES	3,227.85
GALLS	UNIFORMS	329.99
GLOVER, SANDY	REIMBURSEMENT	110.34
GOLDEN WEST	SERVICE	2,280.14
HAVERBERG FAMILY	FACADE	12,538.75
HOME MASTERS	PERMIT	408.00
JACOBS WELDING	SERVICE	84.00
KNIGHT SECURITY	SERVICE	250.00
LIBERTY NATIONAL BANK	TIF PAYMENTS	475.53
MED-TECH RESOURCE MIDWEST TAPE	SUPPLIES	126.25
	DVDS	71.16
MINITEX	LABELS	91.00
MS MAIL	SERVICE	30.00
MUTUAL OF OMAHA	INSURANCE	235.75
NATIONAL MAIN STREET	MEBERSHIP	350.00
NORTH SHORE COMPRESSOR	SERVICE	129.25
OTIS ELEVATOR	MAINTENANCE	708.12
PASSPORT LABS	METERS	120.00
PETTY CASH	FINANCE	100.00
PITNEY BOWES	POSTAGE	500.00
QUICK TROPHY	SIGN	32.88
QUILL	SUPPLIES	68.29
RAMKOTA HOTEL	LODGING	560.00
RCS CONSTRUCTION	PROJECT	35,311.81
S AND C CLEANERS	CLEANING	3,235.00
SD DEPT. OF LEGISLATIVE	2017 AUDIT	17,462.25
SD ONE CALL	SERVICE	22.40

REGULAR MEETING, DECEMBER 3, 2018

SD PUBLIC HEALTH LAB SD STATE HISTORICAL SERVALL SIOUX FALLS RUBBER STAMP SOUTHSIDE OIL SOUTHSIDE SERVICE TCF EQUIPMENT THE LORD'S CUPBOARD TOMS, DON TWILIGHT TWIN CITY HARDWARE TWIN CITY HARDWARE U.S.ARMOR CORPORATION UMENTHUM, KEITH VAST VERIZON WIRELESS VICTOR STANLEY WELLMARK WINTER & COMPANY ZEP SALES

SERVICE SUPPLIES STAMP FUEL SERVICE TROLLEYS ALLOCATION PROJECT SUPPLIES SUPPLIES GRANT UNIFORMS INSPECTIONS SERVICE SERVICE BENCH INSURANCE PROJECT SUPPLIES

TESTING

TOTAL \$523,527.70

30.00

120.00

31.95

1,226.46

14,742.68

1,189.34

9,400.86

2,589.95

1,981.64

4,119.35

1,084.46

3,220.81

4,011.00

44,943.71

19,034.88

399.00

650.00

133.52

11.58

500.00

ITEMS FROM CITIZENS ON AGENDA

Lifesaving Medal

Chief Fuller presented a Lifesaving Medal to Officer Jason Huber for his lifesaving measures on October 6, 2018, with application of AED (automated external defibrillator). Commission thanked Huber.

Longevity Award

Chief Rakow presented Longevity Award to Jerry Pontius for 55 years of service with Deadwood Fire Department. Commission thanked him for his service.

CONSENT

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

- A. Remove the flowing seasonal employees from payroll: Herb Cowart and Linda Kottke effective October 1, 2018, and Coltan Radensleben effective October 20, 2018.
- B. Permission to hire Sally Jo Sprigler as full time Patrol Officer, effective January 2, 2019, at an hourly rate of \$21.35
- C. Approve receipt of South Dakota future fund of \$300,000.00 for the construction of Outlaw Square. Proceeds receipted into Bed & Booze Fund for project management and expense
- D. Allow time extension for archway sign project with MAC Construction estimated completion date of December 28, 2018, wither permitting
- E. Northern Hills Alliance for Children requesting use of public property and waiver of fees for Zombie Run on Sunday, September 29, 2019
- F. Permission to hire Cory Percy as a full time Water Maintenance Operator effective December 17, 2018, at an hourly rate of \$18.35
- G. Removed for separate consideration under new business
- H. Permission to allow Mayor to sign Fireworks Contract with Precocious Pyrotechnics for SnoCross on January 25 and 26, 2019
- I. Permission for Police Department to order budgeted 2019 vehicle

BID ITEMS

Set

Struble moved, Martinisko seconded to advertise for bids for Franklin Motor Lodge Structure Demolition and Utility Work Construction for Outlaw Square, and set bid opening for December 21, 2018 at 2:00 p.m. with results to City Commission on January 2, 2019. Discussion was held concerning special meeting. Roll Call: Aye-All. Motion carried.

PUBLIC HEARINGS

Set

Martinisko moved, Struble seconded to set public hearing on December 17 for Mardi Gras Events. Roll Call: Aye-All. Motion carried.

Todd moved, Struble seconded to set public hearing on December 17 for Franklin Hotel New Year's Eve Ball Drop. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, DECEMBER 3, 2018

OLD BUSINESS

Discussion

Finance Officer McKeown stated Attorney Riggins and herself visited and clarified the reimbursed money from the Pavilion should go into Public Buildings Fund.

NEW BUSINESS

Meeting

Martinisko moved, Struble seconded to set Special Meeting for January 2, 2019 at 1:00 p.m. Roll Call: Aye-All. Motion carried.

Ordinances

Martinisko moved, Struble seconded to approve second reading of Ordinance #1282 for TIF 10 TRU Hotel. No city money was expended, but budget is created to book developer paid expenses in accounting system for annual reporting purposes. Roll Call: Aye-All. Motion carried.

Martinisko moved, Struble seconded to approve second reading of Ordinance #1283 Supplemental Budget #3 for 2018. Roll Call: Aye-All. Motion carried.

Contract

Todd moved, Struble seconded to allow Mayor to sign contract with Tallgrass Landscape Architecture in the amount of \$17,800.00, includes bidding and construction management of Phase 3 and clean-up and restoration plans for Phase 4 of Whitewood Creek Restoration Plan. 2019 Capital Improvement Budgeted item, work will begin in 2019. Zoning Administrator Nelson Jr. explained Phase 3 is the portion of Whitewood Creek from Super 8 to Deadwood Gulch and Phase 4 is from Old Charles Street Bridge to Super 8. Roll Call: Aye-All. Motion carried.

<u>Plat</u>

Martinisko moved, Struble seconded act as Board of Adjustment and approve final plat submitted by Josh and Larissa Morovits and Miles and Jan Heth at 754 and 752 Stage Run. Legal Description as follows: Lots 1A and 2A, Block 1 of Palisades Tract of Deadwood Stage Run Addition to the City of Deadwood, all located in the SW ¼ Section 14, the SE ¼ of Section 15, the NE ¼ NE ¼ of Section 22 and the N ½ NW ¼ of Section 23, T5N, R3E, B.H.M. City of Deadwood, formerly Lots 1 and 2, Block 1 of Palisades Tract of Deadwood Stage Run Addition. Roll Call: Aye-All. Motion carried.

Permission

Martinisko moved, Struble seconded to approve Kevin Kuchenbecker and three Historical Preservation Commissioners to attend the Main Street Now Conference in Seattle, WA March 25 through 27, 2019 for a total cost of \$7,200.00. Historic Preservation Officer Kuchenbecker explained conference. Commissioner Todd questioned the expense and urges Historic Preservation to watch expenses. Commissioner Martinisko encouraged Preservation Office to share information from the Conference with staff and citizens. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Commissioner Martinisko thanked Promotions Committee, Mustang Sally's, and Fire Department for the Tree Lighting gathering.

ADJOURNMENT

Struble moved, Martinisko seconded to adjourn the regular session at 5:27 p.m. The next regular meeting will be on Monday, December 17, 2018.

ATTEST:

DATE:

BY:

Jessicca McKeown, Finance Officer

David Ruth Jr., Mayor

Published once at the total approximate cost of

2/14/201 ACKET:	18 9:08 AM 04511 COMBINED - 12/18/18	REGULAR DEPARTMENT PAYN	MENT REGISTER		PAGE:	1
ENDOR SE						
	: 101 GENERAL FUND					
EPARTMEN	VT: N/A NON-DEPARTMENTAL				BANK:	FNBAP
UDGET TO	USE: CB-CURRENT BUDGET					
ENDOR	NAME ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
	THE LORD'S CUPBOARD					
	I-121118	101-3000-699	MISC REVENUE	RECYCLING PROCEEDS	000000	47.60
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	47.60
			DEPARIMENI	NON-DEPARIMENIAL		47.60
1-0418	BLACK HILLS PIONEER					
	I-199 - 2018	101-4111-423	PUBLISHING	MINUTES - 10/15/18	000000	127.97
	I-223 - 2018	101-4111-423	PUBLISHING	MINUTES/SPECIAL MTG10/24/1	8 000000	31.42
	I-234	101-4111-423	PUBLISHING	NOH - 3 WHEELER RALLY	000000	17.56
	I-235	101-4111-423	PUBLISHING	NOH - SHRINERS CIRCUS		13.40
	I-236 - 2018	101-4111-423	PUBLISHING	NOH - ST.CLOSURE/AUSTIN-HEAL	Y 000000	13.86
	I-259	101-4111-423	PUBLISHING	NOTICE OF AUDIT - MUNIC.OF D		43.24
	I-261 - 2018	101-4111-423	PUBLISHING	NOH - CITY COMPREHENSIVE PLA	N 000000	12.01
	I-283 - 2018	101-4111-423	PUBLISHING	MINUTES - 11/5/18	000000	187.11
	I-287 - 2018	101-4111-423	PUBLISHING	SEALED BIDS - SURPLUS PROPER	TY 000000	23.29
	I-288	101-4111-423	PUBLISHING	NOTICE TO BID - HVAC/HIST-IN	FO 000000	30.77
L-0619	TWILIGHT FIRST AID & SA					
	I-24681	101-4111-426	SUPPLIES	LUMIN BODY WARMER VESTS/SAFE	TY 000000	153.54
1-1682	BLACK HILLS COUNCIL OF					
	I-300	101-4111-422	PROFESSIONAL	DEADWOOD COMPREHENSIVE PLAN	000000	14,000.00
1-4073	LEAD-DEADWOOD REGIONAL					
	I-102518	101-4111-422	PROFESSIONAL	EMPLOYEE FLU SHOTS	000000	720.00
			DEPARTMENT 1	11 COMMISSION	TOTAL:	15,374.17
L-2394	GUNDERSON, PALMER, NELS					
	I-89373	101-4141-422	PROFESSIONAL	LEGAL SERVICES	000000	1,350.50
			DEPARTMENT 1	41 ATTORNEY	TOTAL:	1,350.50
1-0320	WHITE'S CANYON MOTORS					
	I-621756	101-4142-426	SUPPLIES	WINDSHIELD WASH KIT-FOCUS/FI	N. 000000	15.80
1-0966	PETTY CASH-FINANCE OFFI					
	I-121118	101-4142-426	SUPPLIES	REIMBS.SUPPLIES/FINANCE	00000	10.65
L-1725	QUILL CORPORATION					
	I-2869631	101-4142-426	SUPPLIES	INK CRT'S, TONER, CALENDERS-FI	N. 000000	821.57
	I-2876036	101-4142-426	SUPPLIES	COMPUTER MOUSE PAD - FINANCE		6.49
	I-2877135	101-4142-426	SUPPLIES	WRIST REST - FINANCE	000000	20.29
	I-2877896	101-4142-426	SUPPLIES	WIRELESS DESKTOP COMBO-FINAN		27.29
	I-2913888	101-4142-426	SUPPLIES	COMP. HEADPHONES - FINANCE	000000	19.99
	I-2939764	101-4142-426	SUPPLIES	COFFEE POT/ADD.MACH.ROLLS-FI		121.98

PACKET:	04511 COMBINED - 12/18/18	ULAR DEPARTMENT PAYME	NT REGISTER		PAGE:	2
VENDOR SE						
FUND DEPARTMEN	: 101 GENERAL FUND T: 142 FINANCE				BANK:	ENDAD
BUDGET TO					DAINK :	FNDAP
VENDOR	NAME ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
========						
01-1808	NELSON, MARY JO					
	I-18001	101-4142-422	PROFESSIONAL	CONSULTING SERVICES - NOV./FIN	000000	1,293.75
01 1007	NO NATE O NARVERTNO					
01-1827	MS MAIL & MARKETING I-10353	101-4142-426	SUPPLIES	BUSINESS CARDS-MCKEOWN/FINANCE	00000	35.00
	I-10385	101-4142-426	SUPPLIES	LINEN ENVELOPES - FINANCE	000000	100.00
	1 10005	101 1112 120	SOLLELED		000000	200100
01-4428	SIOUX FALLS RUBBER STAM					
	I-1216	101-4142-426	SUPPLIES	ADDRESS STAMP - FINANCE	000000	22.45
01-4434	PRUSS, ASHLEA					
	I-121118	101-4142-427	TRAVEL	REIMBS.TRAVEL EXP-FO INTERVIEW	00000	490.84
			DEPARTMENT 1	42 FINANCE TO	DTAL:	2,986.10
01-0186	ALPINE IMPRESSIONS					
	I-15634	101-4192-426	SUPPLIES	(6) CHEST LOGO PRINTED/PUB BLD	000000	60.00
01-0223	COCA COLA BOTTLING HIGH					
	C-2759313	101-4192-426	SUPPLIES	RETURN (3) EXEC BL ROYAL/PB	000000	201.00-
	I-2759287	101-4192-426	SUPPLIES	(3) EXEC BL ROYAL/PUB BLDGS	000000	201.00
	I-2759312	101-4192-426	SUPPLIES	(3) GOURMET DARK/PUB BLDG	000000	444.00
01-0429	BLACK HILLS ENERGY					
	I-ELECTRIC 11-29-18	101-4192-428	UTILITIES	WELCOME SIGN UPPER MAIN	000000	15.59
	I-ELECTRIC 11-29-18	101-4192-428	UTILITIES	WELCOME SIGN BOULDER CANYON	000000	24.47
	I-ELECTRIC 11-29-18	101-4192-428	UTILITIES	WELCOME SIGN JCT HWY 385 & CLI	000000	14.16
	I-ELECTRIC 11-29-18	101-4192-428	UTILITIES	1 MILLER STREET	000000	16.68
	I-ELECTRIC 11-29-18	101-4192-428	UTILITIES	17 RAYMOND ST LIGHTS	000000	16.92
	I-ELECTRIC 11-29-18	101-4192-428	UTILITIES	WELCOME SIGN DEADWOOD HILL	000000	23.98
	I-ELECTRIC 11-29-18	101-4192-428	UTILITIES	SAMPSON STREET PUMP	000000	19.37
	I-ELECTRIC 11-29-18	101-4192-428	UTILITIES	PRESSURE REG STATION	000000	111.18
	I-ELECTRIC 11-29-18	101-4192-428	UTILITIES	GAYVILLE PUMP	000000	12.00
	I-ELECTRIC 11-29-18	101-4192-428	UTILITIES	1 MCKINLEY ST TRAFFIC LIGHTS	000000	90.52
	I-ELECTRIC 11-29-18 I-ELECTRIC 11-29-18	101 - 4192 - 428 101 - 4192 - 428	UTILITIES UTILITIES	WELL HOUSE OAKRIDGE CEMETERY 565 MAIN STREET LIGHTS	000000	211.75
	I-ELECTRIC 11-29-18	101-4192-428	UTILITIES	135 SHERMAN STREET LIGHTS	000000	28.30 61.51
	I-ELECTRIC 11-29-18	101-4192-428-13		105 SHERMAN ST REC CENTER	000000	6,308.53
	I-ELECTRIC 11-29-18	101-4192-428	UTILITIES	398 WILLIAMS STREET LIGHTS	000000	27.68
	I-ELECTRIC 11-29-18	101-4192-428	UTILITIES	51 1/2 DUNLOP AVE LIGHTS	000000	17.16
	I-ELECTRIC 11-29-18	101-4192-428	UTILITIES	610 BROADWAY STREET	000000	121.44
	I-ELECTRIC 11-29-18	101-4192-428-07	UTILITIES - F	FIRE HALL	000000	574.33
	I-ELECTRIC 11-29-18	101-4192-428-07	UTILITIES - F	737 MAIN STREET FIRE HALL	000000	11.01
	I-ELECTRIC 11-29-18	101-4192-428	UTILITIES	SHERMAN-PINE ST TRAFFIC SIGNAL	000000	42.71
	I-ELECTRIC 11-29-18	101-4192-428-19		418 CLIFF STREET GATEWAY	00000	120.40
	I-ELECTRIC 11-29-18	101-4192-428-03		BALLFIELD 15 CRESCENT ST	000000	150.46
	I-ELECTRIC 11-29-18	101-4192-428	UTILITIES		000000	180.85
	I-ELECTRIC 11-29-18	101-4192-428	UTILITIES	SPEED SIGN 101 CHARLES STREET	000000	17.13

12/14/2018 9:08 AM	REGUI	LAR DEPARTMENT PAYMEN	NT REGISTER		PAGE:	3
PACKET: 04511 COMBINE	ED - 12/18/18					
VENDOR SET: 01						
FUND : 101 GENERAL						
	BUILDINGS				BANK: FN	IBAP
BUDGET TO USE: CB-CUP	RRENT BUDGET					
VENDOR NAME ITE	SM # C	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0429 BLACK HILLS ENER	RGY continued	1				
I-F	ELECTRIC 11-29-18	101-4192-428	UTILITIES	PUMP 119 DENVER AVENUE	00000	823.37
I-F	ELECTRIC 11-29-18	101-4192-428	UTILITIES	TRAFFIC LIGHTS 4 LANE	00000	121.62
I-F	ELECTRIC 11-29-18	101-4192-428	UTILITIES	509 WILLIAMS STREET LIGHTS	000000	23.62
I-F	ELECTRIC 11-29-18	101-4192-428	UTILITIES	TIMMS LANE POLE BUILDING	00000	57.08
I-F	ELECTRIC 11-29-18	101-4192-428-10	UTILITIES - L	DEADWOOD LIBRARY	000000	521.96
	ELECTRIC 11-29-18	101-4192-428	UTILITIES	105 1/2 SHERMAN ST TRAFFIC LTS	000000	79.24
	ELECTRIC 11-29-18	101-4192-428			000000	12.00
	ELECTRIC 11-29-18	101-4192-428-15	UTILITIES - T		000000	274.81
I-F	ELECTRIC 11-29-18	101-4192-428	UTILITIES	7 1/2 PECK STREET LIGHTS	000000	36.78
	ELECTRIC 11-29-18	101-4192-428			000000	12.00
	ELECTRIC 11-29-18	101-4192-428	UTILITIES		000000	26.61
	ELECTRIC 11-29-18	101-4192-428	UTILITIES		000000	35.48
		101-4192-428-06			000000	21.63
		101-4192-428	UTILITIES		000000	23.62
		101-4192-428-09			000000	703.56
		101-4192-428	UTILITIES			1,883.74
	SLECTRIC 11-29-18	101-4192-428-01			000000	98.91
	SLECTRIC 11-29-18	101-4192-428-07			000000	13.57
	SLECTRIC 11-29-18	101-4192-428-03			000000	145.84
		101-4192-428			000000	67.59
		101-4192-428-17		DAYS OF '76 MUSEUM 40 CRESCENT		3,305.99
		101-4192-428			000000	24.59
	SLECTRIC 11-29-18	101-4192-428-04			000000	2,400.19
		101-4192-428			000000	26.74
		101-4192-428			000000	15.59
		101-4192-428-02	UTILITIES - A		000000	593.77
		101-4192-428			000000	26.44
		101-4192-428			000000	17.80
		101-4192-428 101-4192-428			000000	519.05
		101-4192-428			000000	12.00
		101-4192-428			000000	22.44 1,230.22
		101-4192-428			000000	1,230.22
		101-4192-428-01	UTILITIES - A		000000	250.03
		101-4192-428			000000	73.83
		101-4192-428-21		501 MAIN STREET WELCOME CENTER		1,088.28
I-E		101-4192-428			000000	43.64
		101-4192-428			000000	64.60
		101-4192-428-08			000000	903.66
		101-4192-428			000000	33.56
		101-4192-428			000000	341.17
		101-4192-428			000000	639.75
		101-4192-428-11			000000	273.62
		101-4192-428-06			000000	2,199.26
I-E	ELECTRIC 11-29-18	101-4192-428			000000	36.93
I-E	ELECTRIC 11-29-18	101-4192-428	UTILITIES	62 FOREST AVENUE LIGHTS	000000	40.24
I-E	LECTRIC 11-29-18	101-4192-428	UTILITIES	REDWOOD TANK	000000	159.82
I-E	ELECTRIC 11-29-18	101-4192-428	UTILITIES	PUMP 50 PLEASANT STREET	000000	31.24

12/14/201	8 9:08 AM	REG	JLAR DEPARTMENT PAYME	NT REGISTER		PAGE:	4
PACKET:	04511 CO	MBINED - 12/18/18					
VENDOR SE	T: 01						
FUND	: 101 GE	NERAL FUND					
DEPARTMEN	T: 192 PU	BLIC BUILDINGS				BANK:	FNBAP
BUDGET TO	USE: CI	B-CURRENT BUDGET					
VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS	ENERGY continue	ed				
		I-ELECTRIC 11-29-18	101-4192-428-12	UTILITIES - P	DEADWOOD PAVILION	00000	0.00
		I-ELECTRIC 11-29-18	101-4192-428-12	UTILITIES - P	767 MAIN STREET	00000	11.01
		I-ELECTRIC 11-29-18	101-4192-428	UTILITIES	TRAFFIC SIGNALS & PRK LOT BLDG	000000	142.63
		I-ELECTRIC 11-29-18	101-4192-428	UTILITIES	WATER HEAT TAPE	00000	30.00
		I-ELECTRIC 11-29-18	101-4192-428	UTILITIES	PRESSURE REDUCTION STATION	000000	238.21
		I-ELECTRIC 11-29-18	101-4192-428	UTILITIES	FLAG 2 MOUNT MARIAH DRIVE	000000	35.58
		I-ELECTRIC 11-29-18	101-4192-428-14	UTILITIES - S	CITY SHOP 62 DUNLOP AVENUE	000000	652.39
		I-ELECTRIC 11-29-18	101-4192-428	UTILITIES	SPEED SIGN 1 1/2 MCKINLEY ST	000000	12.35
		I-ELECTRIC 11-29-18	101-4192-428	UTILITIES	8 DAKOTA STREET LIGHTS	000000	18.97
		I-ELECTRIC 11-29-18	101-4192-428	UTILITIES	2 BURNHAM AVE LIGHTS	00000	30.23
		I-ELECTRIC 11-29-18	101-4192-428	UTILITIES	49 SHERMAN STREET LIGHTS	000000	148.98
		I-ELECTRIC 11-29-18	101-4192-428	UTILITIES	17 PLEASANT STREET LIGHTS	000000	27.10
01-0436	BLACK HILLS	WINDOW CLEA					
		I-74823	101-4192-422-08	PROFESSIONAL-	NOV 27 WINDOW CLEANING/HISTORY	000000	105.00
		I-74823	101-4192-422-10	PROFESSIONAL	NOV 27 WINDOW CLEANING/LIBRARY	000000	409.00
		I-74823	101-4192-422-13	PROFESSIONAL	NOV 27 WINDOW CLEANING/REC CEN	000000	464.00
		I-74823	101-4192-422-04	PROFESSIONAL	NOV 27 WINDOW CLEANING/CITY HA	000000	481.00
		I-74823	101-4192-422-07	PROFESSIONAL	NOV 27 WINDOW CLEANING/FIRE HA	000000	282.00
		I-75269	101-4192-422-17	PROFESSIONAL-	NOV WINDOW CLEAN/DAYS MUSEUM	000000	175.00
01-0547	M&M SANITAT		and a second second second second				
		I-38045	101-4192-422-05		MONTHLY TOILET RENTAL/COLD STG		110.00
		I-38165	101-4192-422-18	PROFESSIONAL	TOILET RENTAL-REMOVAL/FOOTBALL	000000	49.12
01-0551	MENARD'S						
01-0551	MENARD	T-2101	101 4100 405 14		20 CAL MED BLEG C VE WU CODE		266.00
		I-2191	101-4192-425-14	REPAIRS - STR	30 GAL MED ELEC 6 YR WH/STRTS	000000	366.99
01-0553	MONTANA DAK	OTA UTILITIE					
		I-NAT GAS 11-21-18	101-4192-428-04	UTILITIES - C	CITY HALL	000000	567.79
		I-NAT GAS 11-21-18	101-4192-428-14	UTILITIES - S	CITY SHOP	000000	385.06
		I-NAT GAS 11-21-18	101-4192-428-02	UTILITIES - A	ADAMS MUSEUM	000000	263.22
		I-NAT GAS 11-21-18	101-4192-428-12	UTILITIES - P	PAVILION	000000	0.00
		I-NAT GAS 11-21-18	101-4192-428-07	UTILITIES - F	FIRE HALL	000000	430.98
		I-NAT GAS 11-21-18	101-4192-428-13	UTILITIES - R	REC CENTER	000000	3,205.61
		I-NAT GAS 11-21-18	101-4192-428-01	UTILITIES - A	ADAMS HOUSE	000000	299.32
		I-NAT GAS 11-21-18	101-4192-428	UTILITIES	GAYVILLE WATER HOUSE BLACKTAIL	000000	28.00
		I-NAT GAS 11-21-18	101-4192-428-09	UTILITIES - H	HARCC	000000	266.05
		I-NAT GAS 11-21-18	101-4192-428-19	UTILITIES - G	GATEWAY PLUMA	000000	47.24
		I-NAT GAS 11-21-18	101-4192-428-08	UTILITIES - H	HISTORY CENTER	000000	108.00
		I-NAT GAS 11-21-18	101-4192-428-11	UTILITIES - P	CITY PARKS DEPT	000000	140.94
		I-NAT GAS 11-21-18	101-4192-428-15	UTILITIES - T	TROLLEY BARN	000000	225.07
		I-NAT GAS 11-21-18	101-4192-428-21	UTILITIES - W	WELCOME CENTER	000000	559.19
		I-NAT GAS 11-21-18	101-4192-428	UTILITIES	PERMANENT METER LOCATION	000000	388.60
01-0619	TWILIGHT FI	RST AID & SA					
		I-24123	101-4192-426-21	SUPPLIES - WE	BANDAGES-GAUZE-TABLETS/WELCOME	000000	110.26

		JLAR DEPARTMENT PAYME	NT REGISTER		PAGE:	5
PACKET:	04511 COMBINED - 12/18/18					
VENDOR SE						
FUND	: 101 GENERAL FUND					
DEPARTMEN					BANK:	FNBAP
BUDGET TO	USE: CB-CURRENT BUDGET					
VENDOR	NAME ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0782	JACOBS PRECISION WELDIN					
	I-25464	101-4192-425-13	REPAIRS - REC	GRIP STRUT @ 12'-CUT STRUT/REC	000000	973.33
01-0784	WESTERN STATES FIRE PRO					
	I-WSF166246	101-4192-422-04	PROFESSIONAL	ANNUAL FIRE SPRINK INSP/CITY H	000000	205.00
	I-WSF170105	101-4192-422-13	PROFESSIONAL	ANNUAL FIRE SPRINK INSPEC/REC	000000	235.00
01-0966	PETTY CASH-FINANCE OFFI					
	I-121118	101-4192-426-04	SUPPLIES - CI	REIMBS.SUPPLIES/ CITY HALL	000000	77.58
01-1333	DEADWOOD ELECTRIC			/ / /		
	I-21756	101-4192-425-02	REPAIRS - ADA	REPLACE TRACK LIGHTING/A MUS	000000	272.90
01-1380	WASTE CONNECTIONS, INC.					
01 1000	I-12475479	101-4192-426-11	SUPPLIES - PA	NOVEMBER PARKS DUMPSTERS/PARKS	00000	435.90
	1-12476636	101-4192-426-20		NOVEMBER RECYCLING BINS	000000	520.00
01-1396	LOWE ROOFING, INC.					
	I-14695	101-4192-425-04	REPAIRS - CIT	ROOF REPLACEMENT/CITY HALL, PD	000000	30,452.00
	I-14701	101-4192-425-04	REPAIRS - CIT	ROOF REPLACEMENT/CITY HALL	000000	6,381.00
01-1406	STRETCH'S GLASS & CUSTO					
	I-1027651	101-4192-425-02	REPAIRS - ADA	SHADES SURFACE MOUNT/AD MUS	00000	294.46
	I-I027656	101-4192-425	REPAIRS	SEATCOVERS/PUB BLDG	00000	392.95
01-1502	BLACK HILLS CHEMICAL					
01-1502	I-146134	101-4192-426	SUPPLIES	45 GAL DI GADDAGE DAGG/DD	000000	242.26
	I-146136	101-4192-426	SUPPLIES	45 GAL BL GARBAGE BAGS/PB 45 GAL BL GARBAGE BAGS/PB	000000	242.26 242.25
	I-146137	101-4192-426	SUPPLIES	45 GAL BL GARBAGE BAGS/PB	000000	242.25
	I-146138	101-4192-426	SUPPLIES	45 GAL BL GARBAGE BAGS/PB	000000	242.26
	I-146139	101-4192-426	SUPPLIES	45 GAL BL GARBAGE BAGS/PB	000000	242.26
	I-146140	101-4192-426	SUPPLIES	45 GAL BL GARBAGE BAGS/PB	000000	130.44
	I-146788	101-4192-426	SUPPLIES	BLEACH-GLOVES-CLEANER/PUB BL	000000	760.36
	I-146898	101-4192-426	SUPPLIES	ECOLYZER ENZYMES DISINF/PB	000000	161.44
	I-147204	101-4192-426	SUPPLIES	BLEACH-TP-ROLL TOWEL/PUB BLDG	000000	202.47
01-1626	SERVALL UNIFORM AND LIN					
	I-11-29-18 PUB BLDGS			CITY HALL - 0045344	000000	197.75
		101-4192-426-07		FIRE HALL / 0045346	000000	60.09
		101-4192-426-08		HISTORY / 0045345	000000	71.53
		101-4192-426-10		LIBRARY / 0045347	000000	31.70
	I-11-29-18 PUB BLDGS	101-4192-426-11		PARKS DEPT / 0045343	000000	38.85
	T-TT-23-TO ROB PUDGS	101-4192-420-14	SUFFLIES - ST	STREET DEPT / 0045342	000000	122.83
01-1653	STURDEVANT'S AUTO PARTS					
	I-32-750482	101-4192-425-13	REPAIRS - REC	SL YDE KING RECHARGE/REC CENTE	000000	34.99
	I-32-751104	101-4192-425-21		HI POWER II V BELT/WELCOME CEN		5.36

01-2177 PITNEY BOWES

12/14/20:	18 9:08 AM		REGULAR DEPARTMENT PAYM	ENT REGISTER		PAGE:	6
PACKET:	04511 COM	BINED - 12/18/18					
VENDOR SI	ET: 01						
FUND	: 101 GEN	ERAL FUND					
DEPARTMEN		LIC BUILDINGS				BANK:	FNBAP
BUDGET TO	O USE: CB	-CURRENT BUDGET					
VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-2177	PITNEY BOWES	con	tinued				
		I-3307617350	101-4192-422-04	PROFESSIONAL	QTRLY LEASE - OCT-DEC	000000	250.05
01-3151	KONE INC.	T. 050106060	101 4100 405 15				155 00
		I-959106060	101-4192-425-17	REPAIRS-DAYS	NOV ELEVATOR MAINT/76 MUSEUM	000000	155.80
01-3259	INTERSTATE E	NGINEERING					
01 0100	in Brothing 1	I-36536	101-4192-422-05	PROFESSIONAL	MITIGATION PLANS-310 CLIFF ST.	. 000000	1,253.00
01-3506	ALSCO						
		I-LCAS1236237	101-4192-426-21	SUPPLIES - WE	MATS/WELCOME CENTER	000000	44.97
		I-LCAS1238907	101-4192-426-21	SUPPLIES - WE	MATS/WELCOME CENTER	000000	44.32
		I-LCAS1241589	101-4192-426-21	SUPPLIES - WE	MATS/WELCOME CENTER	000000	44.98
01-3896	EAGLE ENTERP						
		I-22303	101-4192-425-15		LED LAMPS-FIXTURES-PHTCNTRL/TF		1,725.48
		I-22308	101-4192-433		LED VARIOUS-LED LAMPS/PUB BLDG		1,483.40
		I-22309 I-22311	101 - 4192 - 425 - 14 101 - 4192 - 425 - 13		LED LAMPS-GL WALLPACKS LED/PB FLOODLIGHT-LED WALLPACK/REC	000000	1,400.00 1,129.98
		T-222TT	101-4192-422-12	REPAIRS - REC	FLOODLIGHT-LED WALLPACK/REC	000000	1,129.90
01-4381	ARMOUR ROOFI	NG & CONSTR					
		I-82	101-4192-425-17	REPAIRS-DAYS	135 LF GUTTER R&R/DAYS MUSEUM	000000	1,100.67
				DEPARTMENT 1	92 PUBLIC BUILDINGS T	COTAL:	90,944.68
01-0510	COLDEN MEG	TECHNIQU COTE					
01-0510	GOLDEN WEST	I-343097	101-4193-422	DROFFERIONAL	EMATI CECTID DUTID MIDIC DOOM	000000	1,319.00
		1-343097	101-4193-422	PROFESSIONAL	EMAIL SECUR., BKUP, VIRUS PROT.	000000	1,319.00
				DEPARTMENT 1	93 COMPUTER SERVICE 1	COTAL:	1,319.00
01-0467	CULLIGAN OF	THE BLACK H					
		I-0006672	101-4210-424	RENTALS	BOTTLED WATER, CUPS - POLICE	000000	31.00
		I-0006802	101-4210-424	RENTALS	COOLER RENT/DEC POLICE	000000	15.00
01-1424	SOUTHSIDE SE	DUICE					
01-1424	SOUTHSIDE SE	I-49321	101-4210-425	REPAIRS	4 TRU NORTH TIRES - POLICE	00000	
		1-49392	101-4210-425	REPAIRS	FRONT ROTORS/R&R - POLICE	000000	800.00 389.98
					riter in resources	000000	505.50
		I-49413	101-4210-425	REPAIRS	BATTERY, HEATER MOTOR - POLICE	000000	304.38
		I-49413	101-4210-425	REPAIRS	BATTERY, HEATER MOTOR - POLICE	000000	304.38
01-1653	STURDEVANT 'S		101-4210-425	REPAIRS	BATTERY, HEATER MOTOR - POLICE	00000	304.38
01-1653	STURDEVANT 'S		101-4210-425	REPAIRS	BATTERY, HEATER MOTOR - POLICE HEAVY DUTY PUSH/PULL - POLICE		304.38
01-1653	STURDEVANT ' S	AUTO PARTS I-32-749596 I-32-749601					
01-1653	STURDEVANT'S	AUTO PARTS I-32-749596 I-32-749601 I-32-750660	101-4210-425 101-4210-425 101-4210-425	REPAIRS REPAIRS REPAIRS	HEAVY DUTY PUSH/PULL - POLICE AUXILIARY BATTERY - POLICE WINTER WIPER BLADES - POLICE	000000	10.64 36.20 22.46
01-1653	STURDEVANT 'S	AUTO PARTS I-32-749596 I-32-749601	101-4210-425 101-4210-425	REPAIRS REPAIRS	HEAVY DUTY PUSH/PULL - POLICE AUXILIARY BATTERY - POLICE	000000	10.64 36.20
01-1653 01-4195	STURDEVANT'S	AUTO PARTS I-32-749596 I-32-749601 I-32-750660	101-4210-425 101-4210-425 101-4210-425	REPAIRS REPAIRS REPAIRS	HEAVY DUTY PUSH/PULL - POLICE AUXILIARY BATTERY - POLICE WINTER WIPER BLADES - POLICE	000000	10.64 36.20 22.46
		AUTO PARTS I-32-749596 I-32-749601 I-32-750660	101-4210-425 101-4210-425 101-4210-425	REPAIRS REPAIRS REPAIRS	HEAVY DUTY PUSH/PULL - POLICE AUXILIARY BATTERY - POLICE WINTER WIPER BLADES - POLICE	000000	10.64 36.20 22.46

12/14/2018 9:08 AM PACKET: 04511 COMBINED - 12/18/18 VENDOR SET: 01	REGULAR DEPARTMENT PAYN	1ENT REGISTER	PAGE: 7
FUND : 101 GENERAL FUND DEPARTMENT: 210 POLICE BUDGET TO USE: CB-CURRENT BUDGET			BANK: FNBAP
VENDOR NAME ITEM #	G/L ACCOUNT NAME	DESCRIPTION CH	ECK# AMOUNT
01-4317 VIGILANT BUSINESS SOLUT I-181297	101-4210-422	PROFESSIONAL BACKGROUND INVESTIGATIONS- PD 00	
		DEPARTMENT 210 POLICE TOTA	L: 2,462.30
01-0547 M&M SANITATION I-38047	101-4221-422	PROFESSIONAL MONTHLY TOILET RENTAL/FIREWISE 00	0000 110.00
01-0864 M & T FIRE AND SAFETY I-3156	101-4221-434	MACHINERY/EQU 16 FIRE HOSES - FIRE DEPT 00	0000 1,692.00
01-2473 SD DEPT. OF CORRECTIONS I-C18D9252 I-C18D9259	101-4221-422 101-4221-422		0000 4,500.29 0000 413.10
01-2594 DEADWOOD FIRE DEPARTMEN I-113018 I-113018 I-113018 I-113018 I-113018-A	101-4221-427 101-4221-427 101-4221-427 101-4221-422	TRAVELREIMBS.ANNUAL CONF.REG-GLOVER00TRAVELREIMBS.ANNUAL CONF.REGRAKOW00	0000 125.00 0000 125.00 0000 125.00 0000 100.00
01-3056 NORTHERN HILLS TECHNOLO I-9662666	101-4221-422	PROFESSIONAL ONLINE BACKUP SVC./NOV FIRE 00	0000 32.50
		DEPARTMENT 221 FIRE DEPARTMENT ADMINISTRIOTA	L: 7,222.89
01-1725 QUILL CORPORATION I-2960211	101-4232-426	SUPPLIES BULK LTR FILE FOLDERS/BLDG IN 00	0000 34.99
		DEPARTMENT 232 BUILDING INSPECTION TOTAL	
01-0467 CULLIGAN OF THE BLACK H I-0006646 I-0006723	101-4310-426	SUPPLIES (1) 5 GALL BOTTLE WATER/STREET 000 SUPPLIES (2) 5 GALL BOTTLE WATER/STRTS 000	0000 6.50
01-0575 SOUTHSIDE OIL I-093011	101-4310-426	SUPPLIES 5507 GALS 10% ETHANOL FUEL/STR 00	0000 10,463.30
01-0600 TRIPLE K TIRE & REPAIR I-1-54412	101-4310-425	REPAIRS TRUCK TIRE REPAIR-TUBELESS/STR 000	0000 47.49
01-0782 JACOBS PRECISION WELDIN I-25479	101-4310-425	REPAIRS U-BOLTS FOR TRUCKS-RND BAR/STR 000	0000 323.40
01-1139 CRESCENT ELECTRIC SUPPL I-S505868420.003	1 101-4310-426	SUPPLIES ST LAMP POLE RECEPTACLES/STRTS 000	0000 647.16

12/14/201			REGULAR DEPARTMENT PAYM	ENT REGISTER		PAGE:	8
PACKET:		. COMBINED - 12/18/18					
VENDOR SE		ODVIDDAT DUND					
FUND DEPARTMEN	: 101	GENERAL FUND STREETS				DANK.	FNBAP
BUDGET TO		CB-CURRENT BUDGET				DANK;	FNBAF
DODOLI IO	001.	CD CONNENT DODGET					
VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-1288	ACE INDU	JSTRIAL SUPPLY,					
		I-1751481	101-4310-426	SUPPLIES	LOCKING-CHANEL LOCK PLIERS/ST	R 000000	614.60
		I-1752859	101-4310-426	SUPPLIES	(8) BANDSAW BLADES/STREETS	000000	884.20
		I-1752884	101-4310-426	SUPPLIES	(8) BANDSAW BLADES/STREETS	000000	884.20
		I-1752885	101-4310-426	SUPPLIES	NITRILE GLOVES-BANDSAW BL/STR	000000	799.00
01-1653	STURDEVA	NT'S AUTO PARTS					
		I-32-749552	101-4310-426	SUPPLIES	PRONTO 5W30-MECH FASTFIT/STRT	S 000000	65.43
		I-32-749765	101-4310-425	REPAIRS	(10) TERMINAL HD UNIV/STREETS		16.80
		I-32-749919	101-4310-426	SUPPLIES	(2) HZ BATTERY ASM, STOR/STRT		241.72
		I-32-749945	101-4310-426	SUPPLIES	(6) SYN 75W90-MAX LIFT/STREET		64.69
		I-32-750496	101-4310-426	SUPPLIES	(2) WINTER BLADES/STREETS	000000	12.92
		I-32-750603	101-4310-426	SUPPLIES	FASTFIT GLOVES VARIOUS/STREET	S 000000	66.75
		I-32750006	101-4310-425	REPAIRS	(3) U-JOINT/STREETS	000000	62.22
01-1725	OUILL CC	PRPORATION					
	2	I-3016225	101-4310-426	SUPPLIES	PRINTER INK-PENCILS/STREETS	000000	88.87
01-1813	GENERAL	TRAFFIC CONTROL I-19098	101 4210 425		TRAPETO CIONAL DEDATES DADES		1 500 50
		1-19098	101-4310-425	REPAIRS	TRAFFIC SIGNAL REPAIRS PARTS/	5 000000	1,598.50
01-1969	LIGHTING	PLASTICS OF MN					
		I-INV83332	101-4310-426	SUPPLIES	(10) ACRYL GLOBES-NECK RING/S	T 000000	533.35
				DEPARTMENT 3	310 STREETS	TOTAL:	17,434.10
01-1380	WASTE CO	ONNECTIONS, INC.					
		I-12475579	101-4320-422	PROFESSIONAL	NOV RESIDENTIAL GARBAGE/PW	000000	6,664.05
				DEPARTMENT 3	320 SANITATION	TOTAL:	6,664.05
01-0467	CULLIGAN	OF THE BLACK H					
		I-00006801	101-4520-426	SUPPLIES	DEC COOLER RENTAL/PARKS	000000	15.00
		I-0006647	101-4520-426	SUPPLIES	(5) 5 GALL BOTTLE WATER/PARKS	000000	32.50
01-0782	JACOBS P	RECISION WELDIN					
		I-25470	101-4520-425	REPAIRS	ANGLE X 5'-FLAT BARS X 3'/PAR	K 000000	16.75
		I-25493	101-4520-426	SUPPLIES	Q C 25-Q OXYGEN/PARKS	000000	82.00
01-1502	BLACK HI	LLS CHEMICAL					
		I-146134	101-4520-426	SUPPLIES	45 GAL BL GARBAGE BAGS/PARKS	000000	242.25
		I-146136	101-4520-426	SUPPLIES	45 GAL BL GARBAGE BAGS/PARKS	000000	242.26
						100 00 10 10 10 10 10	
		I-146137	101-4520-426	SUPPLIES	45 GAL BL GARBAGE BAGS/PARKS	000000	242.25
		I-146137 I-146138	101-4520-426 101-4520-426	SUPPLIES SUPPLIES	45 GAL BL GARBAGE BAGS/PARKS 45 GAL BL GARBAGE BAGS/PARKS	000000	242.25 242.25

12/14/2018	9:08 AM		REGULAR DEPARTMENT PAYME	NT REGISTER			PAGE:	9
PACKET:	04511 COM	BINED - 12/18/18						
VENDOR SET	: 01							
FUND	: 101 GEN	ERAL FUND						
DEPARTMENT	: 520 PAR	KS					BANK:	FNBAP
BUDGET TO U		-CURRENT BUDGET						
VENDOR 1	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION		CHECK#	AMOUNT
	STURDEVANT'S							
01 1000 1	STORDEVANT S	I-32-750030	101-4520-425	REPAIRS	HVY DUTY CHAIN-SOL		00000	34.14
						ale contrat. I ne contrat el manterena.		
		I-32-750934	101-4520-426	SUPPLIES	STANDARD MINI BULB	/ PARKS	000000	3.89
01 0000								
01-2889	ATCO INTERNA							
		I-I0820019	101-4520-426	SUPPLIES	CASES EPOXY-CITRAB	URST/PARKS	000000	234.00
01-3785	TALLGRASS LAI							
		I-2018-153	101-4520-433-05					2,437.50
		I-2018-153	101-4520-433-05	CIP WHITEWOOD	WHITEWD CRK PHASE3	RESTOR.FNAL	000000	3,400.00
				DEPARTMENT 52	20 PARKS	TC	: LATC	7,597.49
01-0382	ARLETH LAND S							
		C-2061-CR	101-4640-422	PROFESSIONAL	CR FOR SLS TX PD P	REV.	000000	42.09-
		I-2085	101-4640-422	PROFESSIONAL	PLAT WORK - HOWARD	'S ADDITION	000000	512.50
01-1682 H	BLACK HILLS (COUNCIL OF						
		I-300	101-4640-422	PROFESSIONAL	DEADWOOD COMPREHEN	SIVE PLAN	000000	6,000.00
01-3314 (CENTURY BUSI	NESS PRODUC						
		I-450769	101-4640-428	UTILITIES	HP CONTRACT 11/9//	18 - 12/8/18	000000	507.81
				DEPARTMENT 64	0 PLANNING AND Z	ONING TO	OTAL:	6,978.22
				FUND 10	1 GENERAL FUND	TC	DTAL:	160,416.09

12/14/2018 9:08 AM		REGULAR	DEPARTMENT PAYMENT	I REGISTER			PAGE:	10
PACKET:	04511 COMBINE	D - 12/18/18						
VENDOR SI	ET: 01							
FUND	: 206 LIBRARY	FUND						
DEPARTMEI	NT: 550 LIBRARY						BANK: F	NBAP
BUDGET TO	OUSE: CB-CUR	RENT BUDGET						
VENDOR	NAME ITE	M # G/L	ACCOUNT NAME		DESCRIPTION		CHECK#	AMOUNT
========								
01-0467	CULLIGAN OF THE	BLACK H						
	I-0	006670 20	6-4550-426	SUPPLIES	BOTTLED WAT	ER/5 GAL LIBRAR	Y 000000	11.00
01-0553	MONTANA DAKOTA U	TILITIE						
	I-6	8250010003NOV18 20	6-4550-428 U	JTILITIES	NATURAL GAS	10/24-11/20-LIBRA	R 000000	293.14
01-1562	MIDWEST TAPE							
	I-9	6637232 20	6-4550-434 E	BOOKS, MAPS A	DVD -	LIBRARY	000000	14.99
	I-9	6657866 20	6-4550-434 E	BOOKS, MAPS A	DVDs -	LIBRARY	000000	66.98
	I-9	6678668 20	6-4550-434 E	BOOKS, MAPS A	DVDs -	LIBRARY	000000	16.49
01-1911	EMERY-PRATT COMP	ANY						
	I-6	16963 20	6-4550-434 E	BOOKS, MAPS A	BOOKS -	LIBRARY	000000	38.14
	I-6	17258 20	6-4550-434 E	BOOKS, MAPS A	BOOKS -	LIBRARY	000000	36.74
01-3665	MITZI'S BOOKS							
	I-3	085 20	6-4550-424 0	CHILDREN'S PR	CHILDREN'S 1	BOOKS - LIBRARY	000000	42.33
				DEPARTMENT 55	0 LIBRARY		TOTAL:	519.81
				FUND 20	6 LIBRARY	FUND	TOTAL:	519.81

12/14/201 PACKET:	8 9:08 AM 04511 COM	R BINED - 12/18/18	EGULAR DEPARTMENT PAYM	ENT REGISTER		PAGE:	11
VENDOR SE FUND DEPARTMEN BUDGET TO	: 209 BED T: 510 REC) & BOOZE FUND CENTER -CURRENT BUDGET				BANK:	FNBAP
VENDOR	NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0124	TRIDLE, JOHN	I-120818	209-4510-426	SUPPLIES	REIMBS WEIGHTS/REC CENTER	000000	48.90
01-0223	COCA COLA BC	TTLING HIGH I-2757880	209-4510-426	SUPPLIES	(2) 7 OZ CADDY PACKS/REC CENTE	3 000000	40.00
01-0418	BLACK HILLS	PIONEER I-25069	209-4510-423	PUBLISHING	COMMUNITY PAGES SPONSOR/REC	000000	12.50
01-2645	HAWKINS INC	I-4403690	209-4510-426	SUPPLIES	AZONE-ACID-AQUAHAWK-DELDRUM/RE	5 000000	1,034.05
01-3151	KONE INC.	I-959106059	209-4510-422	PROFESSIONAL	NOV ELEVATOR MAINT/REC CENTER	000000	149.80
01-3346	REGIONAL HEA	LTH I-700000832122018	209-4510-422	PROFESSIONAL	TESTING	000000	35.00
01-3506	ALSCO	I-LCAS1240212	209-4510-426	SUPPLIES	MATS/REC CENTER	000000	144.88
01-3618	KDSJ 980 AM	RADIO					
		I-18-11-031	209-4510-423	PUBLISHING	tHANKSGIVING SPOTS/REC CENTER	000000	160.00
01-3648	NETWORK SERV	ICES COMPAN					
		I-540159-0 I-540160-0	209-4510-426 209-4510-426	SUPPLIES SUPPLIES	BOWL CLNR-GARBAGE BAGS/REC TISSUE-HAIR BODY SHAMPOO/REC	000000	110.20 174.14
01-3991	MIDCONTINENT	TESTING LA					
		I-98491	209-4510-422	PROFESSIONAL	COLIFORM TESTING/ REC CENTER	00000	20.85
01-4317	VIGILANT BUS	INESS SOLUT I-181297	209-4510-422	PROFESSIONAL	BACKGROUND INVESTIGATIONS- REC	2 000000	192.00
01 4420							
01-4430	NUSTEP LLC	I-176578	209-4510-434	MACHINERY/EQU	RECUMB CROSS TRAINER/REC	00000	6,594.00
				DEPARTMENT 5	10 REC CENTER T	'OTAL:	8,716.32
01-0776	ALBERTSON EN	GINEERING,					
		I-12764	209-4980-429-01	MAIN STREET M	BONDING EST./RETAINING WALLS	00000	1,900.24
				DEPARTMENT 9	80 SPECIAL EVENTS T	OTAL:	1,900.24
				FUND 2	09 BED & BOOZE FUND T	OTAL:	10,616.56

12/14/2018 9:08 AM	REGULAR DEPARTMENT PAYM	ENT REGISTER		PAGE	: 12
PACKET: 04511 COMBINED - 12/18/18					
VENDOR SET: 01					
FUND : 213 BID #1-6 (Business Ir	iprv)				
DEPARTMENT: 630 BID				BANK	: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET					
VENDOR NAME ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0418 BLACK HILLS PIONEER					
I-289	213-4630-423	MARKETING	ORDINANCE #1281- BID 1-6 R	ATES 000000	103.03
I-297 - 2018	213-4630-423	MARKETING	BID TAX LEVY - BID 1-6	000000	306.77
01-0475 DEADWOOD CHAMBER & VISI					
I-121118	213-4630-423	MARKETING	BID 1-6 BILL LIST - FINAL	2018 000000	19,982.31
		DEPARTMENT	630 BID	TOTAL:	20,392.11
		FUND	213 BID #1-6 (Business Imp	orv) TOTAL:	20,392.11

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FUND DEPARTMEN BUDGET TC		ON			BANK:	FNBAP
VENDOR	NAME ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
	I-NOV-121418	215-3000-699	MISC REVENUE	SD DEPT. OF REVENUE	00000	1.63
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	1.63
01-0451	RUNGE, MIKE I-121018	215-4573-335	HIST. INTERP	. REIMBURSEMENT - ARCHIVES	000000	330.44
01-2480	KANSAS STATE HISTORICAL					
01-2400	I-PHO-2019-192	215-4573-335	HIST. INTERP	. SCAN AND PERMISSION FEES	00000	50.00
01-4081	WESTERN MICROSCOPE, LLC I-23166	215-4573-335	HIST. INTERP	. MICROSCOPE, CAMERA AND LIGHT	00000	3,927.00
			DEPARTMENT	573 HP HISTORIC INTERPRETATIO	TOTAL:	4,307.44
01-1387	DEADWOOD GRANITE & MARB					
	I-12318	215-4575-500	GRANT/LOAN C	E HEADSTONE ADA CULBERTSON	000000	800.00
01-2791	LITTLE SPEARFISH CONSER I-12112018	215-4575-520	grant/loan p	R 2015 OUTSIDE GRANT RD 1	000000	5,188.00
01-3719	DEADWOOD ELKS					
	I-121818	215-4575-510	GRANT/LOAN NO	O 2018 NOT FOR PROFIT GRANT	00000	11,384.56
01-4402	GROTON COMMUNITY HISTOR					
	I-121818	215-4575-520	GRANT/LOAN P	R 2018 OUTSIDE GRANT RD 2	000000	9,178.66
			DEPARTMENT	575 HP DEADWOOD GRANT AND LOA	TOTAL:	26,551.22
01-0250	GLOVER, SANDY					
	I-120418	215-4576-630	PROFES. SERV	. BLOCK CLUB REIMBURSEMENT	000000	21.28
01-0510	GOLDEN WEST TECHNOLOGIE					
	I-343097	215-4576-600	PROFES. SERV	. OFFSITE BKUP SVC HP	000000	215.00
01-0776	ALBERTSON ENGINEERING,					
	I-12766	215-4576-600		. 2017-356H RG CROW'S NEST	00000	2,514.36
	I-12769	215-4576-600		. 2018-439H MAIN STREET BASEMEN		1,131.37
	I-12775 I-12776	215-4576-600		. 2018-230H PINE ST ARCHWAY . 2018-144H - 55 TAYLOR RW	000000	1,225.81
	I-12776 I-12777	215-4576-600 215-4576-600		. 2018-144H - 55 TAYLOR RW . 2018-075H EVENT CENTER PARKIN		384.44 340.00
	I-12788	215-4576-600		. 2018-075H EVENT CENTER FARRIN		360.00
01-1584	FETERL, RONDA I-120418	215-4576-630	PROFES. SERV	. BLOCK CLUB REIMBURSEMENT	000000	69.17

PACKET:	04511 COMBINED - 12/18/18	REGULAR DEPARTMENT PAYM	ENT REGISTER		PAGE :	14
VENDOR SE FUND DEPARTMEN BUDGET TC	: 215 HISTORIC PRESERVATION TI: 576 HP PROFESSIONAL SERVIC	CES			BANK:	FNBAP
VENDOR	NAME ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-2394	GUNDERSON, PALMER, NELS					
01 2394	I-89373	215-4576-620	PROFES. SERV.	LEGAL SERVICES	00000	2,685.00
01-4030	BLAIR, LINDA					
	I-12618	215-4576-630	PROFES. SERV.	BLOCK CLUB REIMURSEMENT	00000	29.42
01-4269	BRUNSON, RONDA					
	I-12618	215-4576-630	PROFES. SERV.	REIMBURSEMENT - 3 ELVES	000000	375.00
01-4433	WILLIAMS, DIANA					
	I-12618	215-4576-630	PROFES. SERV.	BLOCK CLUB REIMBURSEMENT	000000	44.97
			DEPARTMENT 5	76 HP PROFESSIONAL SERVICES T	OTAL:	9,395.82
01-0776	ALBERTSON ENGINEERING,					
	I-12765	215-4577-755	CAPITAL ASSET	2018-406H PLAZA RETAINING WALL	00000	4,248.87
01-1406	STRETCH'S GLASS & CUSTO					
	I-1027651	215-4577-730	CAPITAL ASSET	WINDOW SHADES ADAMS HOUSE	000000	294.46
01-1484	MAC CONSTRUCTION CO., I					
	I-PAY APP ONE	215-4577-775-03	CIP-WAYFINDIN	I PINE STREET ARCHWAY	000000	25,271.00
			DEPARTMENT 5	77 HP FIXED CAPITAL ASSETS OT	OTAL:	29,814.33
01-0467	CULLIGAN OF THE BLACK H					
	I-0006020	215-4641-426	SUPPLIES	(3) 5 GAL BOTTEL WATER - HP	000000	19.50
	I-0006159	215-4641-426	SUPPLIES	HP COOLER RENT SEP 2018	000000	15.00
	I-0006645	215-4641-426	SUPPLIES	(3) 5 GAL BOTTEL WATER - HP	000000	19.50
	I-0006800	215-4641-426	SUPPLIES	HP COOLER RENT DEC 2018	000000	15.00
01-1682	BLACK HILLS COUNCIL OF					
	I-300	215-4641-422	PROFESSIONAL	DEADWOOD COMPREHENSIVE PLAN	000000	20,000.00
01-1725	QUILL CORPORATION					
	I-3329983	215-4641-426	SUPPLIES	HP TABLET ACCESSORIES	000000	267.60
	I-3345659	215-4641-426	SUPPLIES	HP SUPPLIES	000000	130.03
01-1827	MS MAIL & MARKETING					
01-102/	MS MAIL & MARKETING I-10372-1	215-4641-423	PUBLISHING	DECEMBER NEWSLETTER	000000	632.25
01-3314	CENTURY BUSINESS PRODUC					
	I-449768	215-4641-426	SUPPLIES	STAPLES FOR COPIER - HP	000000	97.00
01-3373	AMAZON WEB SERVICES					
	I-158255768	215-4641-428	UTILITIES	WEB SERVICES 11/1/18 - 11/30/1	000000	654.33

12/14/2018 9:08 AM	REGULAR DEPARTMENT PAYM	MENT REGISTER		PAGE :	15
PACKET: 04511 COMBINED - 12/18/18					
VENDOR SET: 01					
FUND : 215 HISTORIC PRESERVATIO	N				
DEPARTMENT: 641 OFFICE HIST. PRES.				BANK:	FNBAP
BUDGET TO USE: CB-CURRENT BUDGET					
VENDOR NAME ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-3937 GLOBAL EQUIPMENT COMPAN					
I-113548692	215-4641-426	SUPPLIES	7 OFFICE CHAIRS	000000	928.55
01-4432 GRASSROOTS ADVISORS, LL					
I-11302018	215-4641-426	SUPPLIES	(10) SAMSUNG TAB A - HPC	000000	3,142.90
I-12072018	215-4641-426	SUPPLIES	(10) SAMSUNG CHARGER - HPC	000000	154.20
		DEPARTMENT	641 OFFICE HIST. PRES.	TOTAL:	26,075.86
		FUND	215 HISTORIC PRESERVATION	TOTAL:	96,146.30

PACKET:	04511 COMBINED - 12/18/18	GULAR DEPARTMENT PAYM	ENT REGISTER	PAGE	16
VENDOR SE FUND DEPARTMEN BUDGET TC	: 216 REVOLVING LOAN MT: N/A NON-DEPARTMENTAL			BANK	: FNBAP
VENDOR	NAME ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3598	RANGEL CONSTRUCTION CO. I-R21018.25.01.02	216-1310	DUE FROM OTHE WORK DONE AT 23 VAN BURE		9,536.45
01-4382	ALLIED CONSTRUCTION I-181224	216-1310	DUE FROM OTHE WORK DONE AT 61 SHERMAN	00000	22,984.01
			DEPARTMENT NON-DEPARTMENTAL	TOTAL:	32,520.46
01-0551	MENARD'S				
	I-90769	216-4653-962-07	HISTORIC REHA HISTORIC REHAB - 48 TAYL	OR 000000	36.98
01-0558	NHS OF THE BLACK HILLS I-2018-11	216-4653-422	PROFESSIONAL SERVICING CONTRACT - INT	ERIM 000000	4,008.75
01-1162	SPEIRS, MARK I-950131	216-4653-962-03	WINDOWS GRANT WINDOWS - 476 WILLIAMS	000000	600.00
01-3984	BLACK HILLS TITLE, INC. I-80432	216-4653-960	CLOSING CO O & E SEARCH - JOHN HOPK	INS 000000	150.00
01-3994	NUGGET SALOON, LLC I-18101	216-4653-962-05	FACADE EASEME FACADE - 610 MAIN STREET	000000	8,153.00
01-4084	MCNARY, TOM I-27895	216-4653-962-03	WINDOWS GRANT WINDOWS - 14 VAN BUREN	000000	1,359.00
01-4283	BRICHER, FRANK				
	I-479210	216-4653-962-04	SIDING GRANT SIDING - 562 WILLIAMS	000000	1,858.48
01-4382	ALLIED CONSTRUCTION I-SD181282	216-4653-962-04	SIDING GRANT SIDING - 4 HARRISON	000000	3,458.00
01-4437	FASNACHT, GLENN I-30519718	216-4653-962-03	WINDOWS GRANT WINDOWS - 74 VAN BUREN	000000	4,467.25
01-4438	DAKOTA TITLE I-0589-18	216-4653-960	CLOSING CO RECORDING FEE 12 WASHING	TON 000000	30.00
01-4439	JOHNSON, TRACIE I-1847 I-4180		FOUNDATION GR FOUNDATION - 41 TAYLOR FOUNDATION GR FOUNDATION - 41 TAYLOR		867.35 1,390.33
			DEPARTMENT 653 REVOLVING LOAN	TOTAL:	
			FUND 216 REVOLVING LOAN	TOTAL:	58,899.60

1						
12/14/2018 9:08 AM	REGU	JLAR DEPARTMENT PAYME	NT REGISTER		PAGE:	17
PACKET: 04511 CC	MBINED - 12/18/18					
VENDOR SET: 01						
FUND : 602 WA	TER FUND					
DEPARTMENT: 330 WA	TER				BANK:	FNBAP
BUDGET TO USE:	CB-CURRENT BUDGET					
VENDOR NAME	ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOUNT
01-0418 BLACK HILLS	5 PIONEER					
	I-25131	602-4330-423	PUBLISHING	CLASSIFIED AD WATER DEPT/WTR	000000	119.00
01-0539 LEAD-DEADWO	OOD SANITARY					
	I-11-30-18 CONSUMP	602-4330-422	PROFESSIONAL	NOV CONSUMPTION CHRGS/WATER	000000	24,153.12
01-1467 SD ASSN. OF	F RURAL WATER					
	I-11779	602-4330-422	PROFESSIONAL	ANNUAL DUES CLASS B MEMBER/WT	R 000000	575.00
01-1725 QUILL CORPO						
	I-3016225	602-4330-426	SUPPLIES	PRINTER INK-PENCILS/WATER	000000	88.87
01-1827 MS MAIL & N		600 1000 10C			000000	295.95
	I-10372	602-4330-426	SUPPLIES	UTILITY BILLS MAILING - NOV	000000	295.95
01-3076 SD DENR						
01-3076 SD DENK	I-2018 RENEW ALLEN	602-4330-422	DECEECTONAL	2019 CERT RENEWAL ALLEN/WATER	00000	12.00
	I-2019 RENEW REIF	602-4330-422		2019 CERT RENEWAL REIF/WATER	000000	12.00
	I-2019 RENEW REIF	602-4330-422		2019 CERT RENEWAL SANDIDGE/WT		12.00
	I-2019 RENEWAL PFARR			2019 CERT RENEWAL SANDIDGE/WI 2019 CERT RENEWAL PFARR/WATER		12.00
	1-2019 KENEWAL PFARK	002-4330-422	FROLESSTONAL	2019 CERI KENEWAL FFARR/WAIER	00000	12.00
			DEPARTMENT 3	30 WATER	TOTAL:	25,279.94
			Dernstrieff 5			
			FUND		TOTAT .	25 279 94

FUND 602 WATER FUND

TOTAL: 25,279.94

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PACKET:	04511 COM	MBINED - 12/18/18						
VENDOR SET:	01							
FUND :	603 SEV	VER FUND						
DEPARTMENT:	325 SEV	VER					BANK:	FNBAP
BUDGET TO US	GE: CE	3-CURRENT BUDGET						
VENDOR NA	ME	ITEM #	G/L ACCOUNT NAME		DES	CRIPTION	CHECK#	AMOUNT
01-0539 LE	EAD-DEADWOO	DD SANITARY						
		I-11-30-18 DEC EQR	603-4325-429	OTHER EXPENS	E DEC	CONSUMPTION PUB BLDGS/	WTR 000000	631.94
				DEPARTMENT	325	SEWER	TOTAL:	631.94
				FUND	603	SEWER FUND	TOTAL:	631.94

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PACKET: 04511 COMBINED - 12/18/18			
VENDOR SET: 01			
FUND : 607 HISTORIC CEMETERIES			
DEPARTMENT: 580 HISTORIC CEMETERIES			BANK: FNBAP
BUDGET TO USE: CB-CURRENT BUDGET			
VENDOR NAME ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK# AMOUNT
01-1798 CHAINSAW CENTER/DAKOTA			
I-1369769	607-4580-434	MACHINERY/EQU BATTERIES-LITHIUM CHARGER/MM	000000 449.89
		DEPARTMENT 580 HISTORIC CEMETERIES	TOTAL: 449.89
		FUND 607 HISTORIC CEMETERIES	TOTAL: 449.89

ACKET:	18 9:08 AM F 04511 COMBINED - 12/18/18	REGULAR DEPARTMENT PAYN				
ENDOR SE	ET: 01					
JND	: 610 PARKING/TRANSPORTATION	1				
EPARTMEN	NT: 360 PARKING/TRANSPORTATION	1			BANK:	FNBAP
JDGET TO	O USE: CB-CURRENT BUDGET					
ENDOR	NAME ITEM #	G/L ACCOUNT NAME		DESCRIPTION	CHECK#	AMOU
	GALLS, LLC					
2 0500	I-011246788	610-4360-426	SUPPLIES	UNIFORM TURTLENECK - P&T	000000	27.
	I-011289745	610-4360-426	SUPPLIES	UNIFORM BOOTS - P&T	000000	120.
	I-011301098	610-4360-426	SUPPLIES	TACTICAL PAINT - P&T	000000	69.
	I-011312347	610-4360-426	SUPPLIES	UNIFORM BOOTS - P&T	00000	122.
L-3712	PASSPORT LABS, INC. I-INV-94485	610-4360-422	PROFESSIONAL.	NOV. MOBILE PAY - METERS	000000	50.
	T - TIMA - 244.02	010-4500-422	FROTEDSTONAL	NOV. NOTES INT METERS	000000	
			DEPARTMENT 3	60 PARKING/TRANSPORTATION	FOTAL:	390.
1-0186	ALPINE IMPRESSIONS					
	I-15643	610-4361-426	SUPPLIES	UNIFORM POLOS, CAPS - TROLLEY	00000	703
-0545	LYNN'S DAKOTA MART					
	I-0168 - 11/30/18	610-4361-426	SUPPLIES	12 CS WATER BOTTLES - TROLLEY	00000	41
-1626	SERVALL UNIFORM AND LIN					
	I-0120639	610-4361-422	PROFESSIONAL	TOWELS & MATS - TROLLEY	000000	103
-1653	STURDEVANT'S AUTO PARTS					
	I-32-749857	610-4361-426	SUPPLIES	AIR FLOW SENSOR, SELF-ETCHING-	г 000000	133
	I-32-750239	610-4361-426	SUPPLIES	AWG HEAT SHR, SOLDER - TROLLEY		90
	I-32-750714	610-4361-426	SUPPLIES	TASK LIGHT, BATTERIES-TROLLEY	000000	49
2204	FEDER ENGINEERING COMP					
L-2204	FERBER ENGINEERING COMP I-J18-118.6	610-4361-422	DPOFFSSTONAL.	GIS - PROJECT SUPPORT /TROLLE	x 000000	3,265
	1-010-110.0	010-4501-422	FROTESSTORAL	GIB - FROELET BOFFORT / TROLLE	1 000000	5,205
-3119	CERTIFIED LABORATORIES					
	I-3349621	610-4361-426	SUPPLIES	2 CS.SPARKLE AEROSOL-TROLLEY	00000	355
-3346	REGIONAL HEALTH					
	I-700000832122018	610-4361-422	PROFESSIONAL	TESTING	000000	55
1 2705						
1-3706	STURGIS AUTO PARTS, INC I-210145	610-4361-426	SUPPLIES	WRENCHES, DOLLY, SOCKET SETS-TR	0.00000	1,556
	T STATIO	010 1001 120	001 F 11 100			1,000
L-3970	A & I DISTRIBUTORS					
	I-3225617	610-4361-426	SUPPLIES	55 GAL DRUM, DOLLY - TROLLEY	00000	525
-4435	DONNELLY, KEVIN					
	I-120718	610-4361-422	PROFESSIONAL	REIMBS.FOR CDL TEST - TROLLEY	000000	90
			DEPARTMENT 3	61 TROLLEY DEPARTMENT	TOTAL:	6,970
L-0429	BLACK HILLS ENERGY	19 610-4262-420	IMPLIANTEO	DOADWAY DARKING DAMD	000000	700
	I-ELECTRIC 11-29-	LO 010-4362-428	UTILITIES	BROADWAY PARKING RAMP	000000	720

OUNT
2.50
9.80
3.21
4.25
1:

12/14/2018 9:08 AM	REGULAR DEPARTMENT PAYME	NT REGISTER	PAGE: 22
PACKET: 04511 COMBINED - 12/18/18			
VENDOR SET: 01			
FUND : 722 SALES TAX AGENCY			
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-NOV-121418	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000 2,757.82
		DEPARTMENT NON-DEPARTMENTAL	TOTAL: 2,757.82
		FUND 722 SALES TAX AGENCY	TOTAL: 2,757.82

12/14/2018 9:08 AM	REGULAR DEPARTMENT PAYME	NT REGISTER		PAGE:	23
PACKET: 04511 COMBINED - 12/18/18					
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	DESC	RIPTION	CHECK#	AMOUNT
01-0579 SD COMMISSION ON GAMING					
I-121118	723-4000-429	OTHER CITY	SLOTS - PYMT 6, 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:	414,223.86

PHONE: (605) 348 - 4012

FAX: (605) 343 - 0936

PROPOSAL

L & L INSULATION, INC.

P.O. Box 1258 Rapid City, SD 57709

Dec. 3, 2018

To: City of Deadwood Attn: Tom Kruzel 102 Sherman Street Deadwood, SD 57732 Re: Franklin Motor Inn Asbestos Removal Deadwood, SD

We hereby propose to provide the materials and labor for the above-referenced project as specified and quoted herein:

SECTION: Asbestos Removal

Including:

Scope:	Remove asbestos containing ceiling/wall sheet rock & flooring materials
	*as per Anderson Environmental's survey dated Nov. 26, 2018
acation.	Laundry Room

Location: Laundry Room

Date

Air Monitoring:	OSHA Personal & Independent Clearance Air Monitoring
Disposal:	in an EPA approved landfill
Certifications:	State & EPA Training Certificates
Insurance:	True Asbestos Occurrence Insurance (our standard limits apply)
Schedule:	Start: Jan. 2, 2019 Complete by: Jan. 7, 2019
Utilities:	to be provided by owner
Replacement:	replacement materials are not included
Excluded:	Touch up paint/wall damage caused by prepatory/teardown poly materials such as tape damage.

Project Quote: \$ 6,750.00 (excise tax is included)

Proposal terms, conditions and price will be valid for 30 days from date listed above. Limits of Liability: Limited to claims or losses arising out of L & L Insulation's sole negligence or omission. Terms of Payments: Periodic Invoices due within 30 days. Finance charge of 1 1/2% based on an annual percentage rate of 18% will apply after.

OUR PROPOSAL IS BASED ON THE NON-DISCRIMINATION OF EMPLOYEES

Accepted by ______ Submitted by _____

Steve Venteicher

Date (2-3-2018

April 9, 2019

It is agreed this ______ day of ______, 2018 by and between the Lead-Deadwood School District #40-1, the City of Central City, the City of Deadwood, the City of Lead, the City of Whitewood, the Lead-Deadwood Sanitary District and the Lead Fire Protection District as follows:

PURPOSE:

It is the purpose of the agreement for the parties to have joint elections on the traditional municipal election date, following the date of this agreement, so that the costs of separate elections can be reduced and better voter turnout encouraged.

PUBLICATION OF NOTICES;

Each Entity shall be responsible for writing the notices of vacancies and filing of petitions, notice of voter registration, and notice of annual election and for submitting these to their respective legal newspaper for publication as required in South Dakota Statues.

Should two or more entities use the same legal newspaper, those entities may coordinate the publications. Thus one notice may suffice for all entities using a particular legal newspaper instead of separate notices. Those entities involved with a coordinated publication will mutually agree as to whom shall write the notices.

COST SHARING:

The parties to this agreement shall share the costs of the joint election as set forth herein.

The cost of the Publications shall be prorated by those entities involved with a particular publication.

The cities of Deadwood and Lead shall pay the judges within their respective cities. The Lead-Deadwood School, the Sanitary District and the Lead Fire Protection District, shall reimburse the cities for the judges pay, including Social Security, that are used during the combined elections in the city. The School shall reimburse each city for one (1) judge in each voting precinct/ward. The Sanitary District shall reimburse each city for one (1) judge. The City of Whitewood shall pay for the judges in their city.

In the event Central City has an election, the Lead-Deadwood School and Sanitary District, each, shall pay for a judge at Central City. Central City shall pay for one (1) Superintendent.

The rate of pay of reimbursement shall be at the rate of One Hundred Fifty-Six Dollars (\$156.00) per day for Judges and Clerks and One Hundred Eighty Dollars (\$180.00) per day for the Superintendent. Should circumstances beyond

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April 9, 2019

the control of the election officials cause the rate of pay to fall below the Federal Minimum Wage, these rates of pay may be adjusted accordingly.

The Costs of the Lawrence County Auditor in helping to set up the election materials and procedures, and the cost of counting the ballots and all other supplies and materials shall be divided on an equitable basis between the governmental entities involved in the election.

If one or more governmental agencies do not need to have an election at the designated time, then the remaining governmental entities shall share the costs of the election on an equitable basis.

JUDGES:

Each City shall appoint the judges and the polling places to be used within the respective City, and the School, the Sanitary District and the Lead Fire Protection District shall agree to the judges and polling places selected. In Central City, the School shall appoint the judges and polling place and the Sanitary District shall agree to the judges and polling place selected. In the event one entity does not have an election, the other entity reserves the right to name their own judges and polling places.

POLL BOOKS:

In the precincts/wards where a combination of city and rural electors will be voting, but in separate elections, there shall be one (1) poll book used.

In the precincts/wards where a combination of School, Sanitary District and Lead Fire Protection District electors will be voting, the entity completing their canvas first, will make copies of the Poll Book and forward the copies of the Poll Book to the other entities for their canvas.

CANVASSING THE VOTE:

The Cities, School, Sanitary District and Lead Fire Protection District shall each canvas the election results according to the applicable laws governing each entity.

ABSENTEE BALLOTS:

Absentee ballots shall be available at the office of the School District or the City. The School District and the Cities shall set up protective measures so that no voter can vote absentee more than once.

ELECTION SUPPLIES, PROCEDURES, ETC:

All supplies for the election, such as ballots, etc., shall be purchased by each individual governmental entity.

April 9, 2019

The Cities, School, Sanitary District and Lead Fire Protection District shall consult with each other and work out any procedural or substantive problems and difficulties that any entity might have regarding the joint election effort.

LEAD-DEADWOOD SCHOOL DISTRICT #40-1

By:	
Its:	
CITY OF CENTRAL CITY	
By:	
Its:	· · · ·
CITY OF DEADWOOD	•
By:	
Its:	
CITY OF LEAD	
By:	
Its:	· · · · · · · · · · · · · · · · · · ·
CITY OF WHTEWOOD	
By:	
Its:	

Attest:

Attest:

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Attest:

3

April 9, 2019

LEAD-DEADWOOD SANITARY DISTRICT #1

By:_____

Its:

Attest:

LEAD FIRE PROTECTION DISTRICT

By:_____

Its:_____

Attest:

4



Deadwood, South Dakota 57732

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

DEADWOOD CITY HALL 102 Sherman Street Telephone (605) 578-2600

MEMORANDUM

Date:	December 7, 2018	
To:	Deadwood City Commission	

Re: Capital Improvement Leadership Committee Appointment

The Capital Improvement Leadership Committee has a member who is no longer on the committee due to retirement.

We are in need of one Capital Improvement Committee member. The seat previously held by the City Finance Officer. Below is the Mayor's appointment to be made to the Capital Improvement Committee:

1. Jessicca McKeown - Deadwood Finance Officer

100 Sherman Street Deadwood, SD 57732



Phone (605) 578-

Fax (605) 578-1095

Kelly K. Fuller, Chief of Police

DATE: December 12, 2018

TO: Mayor Ruth; Deadwood City Commissioners

FROM: Kelly Fuller - Chief of Police

I respectfully request permission to purchase 20 new Blaze PLUS Model HD body worn cameras from Body Cams by Retired Cops. The purchase price of \$10,229 includes the cameras, docking station, video management software as well as a 1- year warranty.

Since implementing our current system approximately 3 years ago, the Deadwood Police Department has determined that body cameras are essential in assisting the department to fulfill our mission while mitigating liability for the City of Deadwood. Body cameras serve a number of important functions including:

- Evidentiary Video evidence plays a key role by substantiating officer arrest reports and courtroom testimony. Prosecution rates are undeniably enhanced by the availability of body cam footage.
- Training/Performance Evaluation
- Internal investigations Since the implementation of body cameras, allegations of officer mis-conduct is nearly non-existent.
- Documentation of accident scenes, medical calls etc...
- General Liability Mitigation

While this purchase is not budgeted for 2018, I am requesting replacement of the current system due to fact that the current system is outdated, out of warranty and the cameras are no longer serviceable (parts no longer available). We have been experiencing deteriorating functionality of our current system due to heavy and extreme use while also experiencing ongoing issues with downloading capabilities. The new system will provide better technology in a smaller package while improving reliability, attachment options, functional options and operation.

After consulting with the Finance Office, I have determined that this purchase will not exceed monies allocated to the department in the 2018 budget cycle.

BLI

Respectfully Submitted,

Kelly K Fuller Chief of Police



November 13, 2018

PRICE QUOTE

Chief Kelly Fuller Deadwood Police Dept. 100 Sherman Street Deadwood, SD 57732

SALES CONSULTANT(S)	INVOICE NO.	P.O. NUMBER	TERMS	QUOTE AMOUNT
Gary Biggerstaff William "Bill" Martin	DPD-111318		N/A	\$10,229.00

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	20 Each "Blaze PLUS" Model HD Camera, 32 GBS, Pre-Record, Infra-Red Night Vision, Easy to operate with a simple slide switch, and all accessories.	\$479.00	\$9,580.00
	1 Each 8 Position Docking Station	\$599.00	\$599.00
	Shipping and Insurance:	\$50.00	\$50.00
	Please remit payment to: P.O. Box 5324, Frazier Park, CA 93222-5324		
		Total Cost:	\$10,229.00





Department of Education



December 12, 2018

Kevin Kuchenbecker Historic Preservation Officer City of Deadwood Historic Preservation Office 108 Sherman St. Deadwood, SD 57732

RE: ARC Cost Estimate to Complete Monitoring and Report Preparation of the Main Street Plaza/Outlaw Square Project in Lawrence County, South Dakota for the City of Deadwood, Historic Preservation Office.

Dear Mr. Kuchenbecker:

The City of Deadwood Historic Preservation Office (Deadwood) has requested that the Archaeological Research Center (ARC), a program of the South Dakota State Historical Society, conduct monitoring of a proposed retaining wall excavation project associated with Main Street Plaza/Outlaw Square in Deadwood, Lawrence County, South Dakota. The proposed monitoring contains two areas where excavations will occur to construct new retaining walls in advance of the Main Street Plaza construction. This location was the site of a wood opera house that burned circa 1903 and the Deadwood Theatre that burned in 1952, as well as a livery and storage facility that also burned in the 1952 fire.

The goals of this project are four-fold: 1) to monitor excavation activities in two areas where retaining walls will be constructed; 2) to document exposed stratigraphy within excavated areas, so long as the observed stratigraphy is not composed entirely of fill; 3) to record and curate collected materials exposed by the retaining wall excavation; and, 4) to prepare a final report documenting the monitoring, profiling, and curation of any collected materials.

The current ARC billing rate is **\$44.06 an hour**. This is a fixed hourly rate that cannot be adjusted. Because the construction process is fluid and subject to change based on weather conditions, impacts to the excavation process, equipment failure, or cultural resources finds, it is difficult to provide an exact timeframe and exact number of hours that staff will be needed onsite for this project.

> ARCHAEOLOGICAL RESEARCH CENTER PO BOX 1257, 57709 × 217 KANSAS CITY ST, 57701 × RAPID CITY × SD × P { 605 × 394 × 1936 } * HISTORY.SD.GOV

> > 50

Kevin Kuchenbecker December 12, 2018 Page 2

Based on the pre-construction timeline provided, demolition and excavation activities are expected to last from January 22-25, 2019, or four (4) business days. Assuming an eight (8) hour work day, I estimate the monitoring fieldwork to last **approximately 32 hours**. If profile drawings of the excavated strata are needed, I anticipate at least one (1) day for each of the two excavated areas; depending on how complicated the stratigraphy is, an additional 1-2 days may be required. Stratigraphic documentation should be completed in between **16 and 32 hours**. Documentation and collection of selected items uncovered during excavation will be conducted concurrently with the monitoring. Laboratory processing, cataloging, and analysis of collected materials once the fieldwork is complete will take a maximum of **40 hours**. The report process for the project should last **another 80 hours**, including map-production and an updated record search of the project area. If stratigraphic documentation is not required, the minimum cost of completing the project will be **\$6,697.12**. Factoring in profile documentation raises the cost to a range of **\$7,402.08 to \$8,107.04**, subject to finds, weather delays, etc. A cost adjustment will be provided if any delays are incurred due to any of these factors.

	Hours	Cost
ARC Billing R	ate: \$44.06/hour*	k
Monitoring Wall Excavation	32	\$1,409.92
Stratigraphic Documentation	16–32	\$704.96-
(if needed)		\$1,409.92
Artifact Processing and	40	\$1,762.40
Cataloging		
Report Preparation, Maps,	80	\$3,524.80
Record Search		
Total (no profile	152	\$6,697.12
documentation)		
Total (with profile	168–184	\$7,402.08-
documentation)		\$8,107.04

 Table 1. Cost estimate for excavation monitoring, stratigraphic documentation, artifact curation, and report preparation for proposed Main Street Plaza/Outlaw Square project for the City of Deadwood.

*Please note that this is a fixed rate determined by the State of South Dakota and cannot be adjusted.

Please do not hesitate to contact me with any questions about the estimate. We will wait to initiate fieldwork until we have heard from you.

Sincerely,

David T. Williams, MA, RPA Senior Archaeologist, Contracts Manager South Dakota State Historical Society Archaeological Research Center 217 Kansas City St. Rapid City, SD 57701 (605) 394-1942 David.Williams@state.sd.us

CITY OF DEADWOOD

PUBLIC WORKS DEPARTMENT

67 Dunlop Avenue Deadwood, South Dakota 57732 Phone (605)578-3082 • Fax (605) 578-3101

December 17, 2018

MEMORANDUM TO THE MAYOR AND THE CITY COMMISSION

From: Ron Green

Subject: Small Sanding Truck

SUMMARY

I am requesting permission to order a Ford F550 cab and chassis from White's Canyon Ford in Spearfish. This Vehicle meets the state bids for this vehicle with our required options. (\$48,741.00) This is one part of a 3 part sanding truck which is a 2019 budgeted item. The other two items (sanding box and plow) will be coming from different vendors who will be doing the assembly. I expect the total cost for this piece of equipment to be 10-15 percent under the budgeted amount of \$90,000.00.

This truck is to replace our current small sander, a 2006 model with a broken frame, a worn out sanding box and plow assembly. We are hoping to keep it running until we can get our replacement.

RECCOMMENDATION

It is my recommendation that the Commission give permission to order the above mentioned vehicle from White's Canyon Ford for a cost of \$48,741.00

IMS2 screen capture

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. . . Page 1 of 1

CNGP530 ==>		R CONFIRMATION	Dealer: E564
	2019 F-SE	RIES SD	Page: 1
Order No: 0011 Prio	rity: B2 Ord F	IN: QF716 Order Type	: 5B Price Level:
Ord PEP: 660A Cust/Fl			
	And the set of		
F5H F550 4X4 CHAS/C \$	42040	LESS TPMS	
145" WHEELBASE		18000# GVWR P	KG
R F5H F550 4X4 CHAS/C \$ 145" WHEELBASE Z1 OXFORD WHITE 1 CLTH 40/20/40		213 ELECTRONIC SO	F 185
L CLTH 40/20/40	100	425 50 STATE EMIS	
S MEDIUM EARTH GR		52B BRAKE CONTROL	LR 270
660A PREF EQUIP PKG		535 HI CAP TRLR T	OW 580
.XL TRIM		62R TRANS PTO PRO	V 280
572 .AIR CONDITIONER	NC	63B CLN IDLE DECA	L NC
99T 6.7L V8 DIESEL	9010		
44W 6-SPEED AUTO	NC	TOTAL BASE AND OPTI	ONS 56900
TGJ 225 BSW AP 19.5		TOTAL	
X4L 4.30 LTD SLIP	360	*THIS IS NOT AN INV	OICE*
90L PWR EQUIP GROUP	915		
TELE TT MIR-PWR		* MORE ORDER INFO N	EXT PAGE *
17F XL DECOR PKG	NC	F8=Ne	xt
Fl=Help	F2=Return to O	rder F3/F1	2=Veh Ord Menu
F4=Submit			
S006 - MORE DATA IS AVA	ILABLE.		QC04863

https://www.fmcdealervt3270.ford.com/w2h/WEB2AJAX.htm+IMS2

: CNGP530	: Vehtcie	ORDER CONFIRMA	TION	12/05/18 14:31: •
>			1101	Dealer: Florido
	2019	F-SERIES SD		Page: 2
	Priority: B2 O Cust/Flt Name: CIT			
	RETAIL			RETAIL
65Z AFT AXLE TA 872 RR CAM & PR				
96V XL VALUE PK .CRUISE CON .AMFM/MP3/C .SYNC SYSTE	TROL LK			
98R OPRTR COMNE SP FLT ACCI FUEL CHARGE	REG 250 CR			a
DEST AND DE	LIV 1495			
TOTAL BASE AND OF TOTAL	TIONS 56900 56900			
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S099 - PRESS F4 7	CO SUBMIT			QC04860

Fleet Price \$48,741

https://www.fmcdealervt3270.ford.com/w2h/WEB2AJAX.htm+IMS2



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR): Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580; DUNS#: 60-7690989 ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER: RDO Equipment Co. 1540 Deadwood Avenue Rapid City, SD 57702 605-348-1566 act-rap@rdoequipment.com

Quote Summary Prepared For: Delivering Dealer: RDO Equipment Co. David Delbridge City Of Deadwood 102 Sherman St Deadwood, SD 57732 1540 Deadwood Avenue Business: 605-578-2600 Rapid City, SD 57702 Phone: 605-348-1566 ddelbridge@rdoequipment.com Quote ID: 18634204 Created On: 06 December 2018 Last Modified On: 06 December 2018 05 January 2019 **Expiration Date:** Equipment Summary **Selling Price** Qty Extended JOHN DEERE Signature Series \$10,311.82 X \$ 10,311.82 1 = X758 Tractor Less Deck Contract: Sourcewell Grounds Maintenance 062117-DAC (PG NB CG 70) Price Effective Date: December 6, 2018 JOHN DEERE 54 in. Quick-Hitch \$1.111.10 X 1 = \$ 1.111.10 Front Blade Contract: Sourcewell Grounds Maintenance 062117-DAC (PG NB CG 70) Price Effective Date: December 6, 2018 JOHN DEERE ROPS Hard Cab \$4,939.94 X 1 = \$ 4,939,94 Contract: Sourcewell Grounds Maintenance 062117-DAC (PG NB CG 70) Price Effective Date: December 6, 2018 Equipment Total \$ 16,362.86 * Includes Fees and Non-contract items **Quote Summary Equipment Total** \$ 16,362.86 Trade In SubTotal \$ 16,362.86 Est. Service \$ 0.00 Agreement Tax

Salesperson : X

Accepted By : X _



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR): Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580; DUNS#: 60-7690989 ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER: RDO Equipment Co. 1540 Deadwood Avenue Rapid City, SD 57702 605-348-1566 act-rap@rdoequipment.com

Total	\$ 16,362.86
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 16,362.86

Salesperson : X _



Selling Equipment

Quote Id: 18634204 Customer Name: CITY OF DEADWOOD

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR): Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580; DUNS#: 60-7690989 ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER: RDO Equipment Co. 1540 Deadwood Avenue Rapid City, SD 57702 605-348-1566 act-rap@rdoequipment.com

	JOHN DEERE Sig	nnat	ture Serie	s X758 Tr	actor Les	s Deck	
Hours:	AAHH PERKE AN	gridi		5 // 00 11		S DCON	
Stock Nu	imber:						
	: Sourcewell Grounds Ma	inter	nance 06211	17-DAC		S	elling Price *
	(PG NB CG 70)						10,311.82
Price Eff	ective Date: December	6, 20	018				
		* Pri	ce per item	- includes F	ees and No	n-contract	items
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	
5871M	Signature Series X758 Tractor Less Deck	1	\$ 12,279.00	18.00	\$ 2,210.22	\$ 10,068.78	\$ 10,068.78
		Star	ndard Option	s = Per Unit			
001A	United States and Canada	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	
• ••	Standard Options Total		\$ 0.00	nationa da con entre a caracterizada entre da constante da constante da constante da constante da constante da	\$ 0.00	\$ 0.00	\$ 0.00
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BM17972	50-lb (23-kg) Wheel Weight (1), cast iron, 12-in. rear wheel	2	\$ 136.96	18.00	\$ 24.65	\$ 112.31	\$ 224.61
BM17977	Mounting hardware (1) for attaching two 50-lb (23-kg) Weights on 23-in., 24-in., or 26-in. Tire		\$ 22.47	18.00	\$ 4.04	\$ 18.43	\$ 18.43
	Dealer Attachments Total		\$ 159.43		\$ 28.70	\$ 130.74	\$ 243.04
	Value Added Services Total		\$ 0.00			\$ 0.00	\$ 0.00
	Suggested Price						\$ 10,311.82
	Additional Discount Total			<u>icounts</u>	\$ 0.00	\$ -0.00	\$ -0.00
Total Selli			\$ 12,438.43		•	,	\$ 10,311.82
					and the second secon		

JOHN DEERE 54 in. Quick-Hitch Front Blade



Selling Equipment

Quote Id: 18634204 Customer Name: CITY OF DEADWOOD

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR): Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580; DUNS#: 60-7690989 ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER: RDO Equipment Co. 1540 Deadwood Avenue Rapid City, SD 57702 605-348-1566 act-rap@rdoequipment.com

	ent Notes:						
Hours:							
Stock Number:						Iling Price *	
Contract	: Sourcewell Grounds Ma (PG NB CG 70)	aintena	ance 06211	I7-DAC		9	5 1,111.10
Price Eff	ective Date: December	6, 20	18				
		* Pric	e per item	- includes Fe	ees and Nor	n-contract it	ems
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1492M	54 in. Quick-Hitch Front Blade	1	\$ 529.00	18.00	\$ 95.22	\$ 433.78	\$ 433.78
		Stan	dard Option	s-PerUnit		$= \frac{1}{2} \sum_{i=1}^{n} \frac{1}{i} \sum_{j=1}^{n} $	
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English operator's manual and decal kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
6800	Hydraulic Angling	1	\$ 194.00	18.00	\$ 34.92	\$ 159.08	\$ 159.08
6940	Front Quick-Hitch and Hydraulic Lift	1	\$ 632.00	18.00	\$ 113.76	\$ 518.24	\$ 518.24
	Standard Options Total		\$ 826.00		\$ 148.68	\$ 677.32	\$ 677.32
	Suggested Price						\$ 1,111.10
Total Selli	ing Price		\$ 1,355.00		\$ 243.90	\$ 1,111.10	\$ 1,111.10

JOHN DEERE ROPS Hard Cab							
Equipment	t Notes:						
Hours:							
Stock Num	nber:					Se	illing Price *
Contract: Sourcewell Grounds Maintenance 062117-DAC \$4,939 (PG NB CG 70)					\$ 4,939.94		
· · · · ·	Price Effective Date: December 6, 2018						
	* Price per item - includes Fees and Non-contract items					tems	
Code D	escription	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
9356M R	OPS Hard Cab	1	\$ 4,919.00	18.00	\$ 885.42	\$ 4,033.58	\$ 4,033.58



Selling Equipment

Quote Id: 18634204 Customer Name: CITY OF DEADWOOD

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR): Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580; DUNS#: 60-7690989 ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER: RDO Equipment Co. 1540 Deadwood Avenue Rapid City, SD 57702 605-348-1566 act-rap@rdoequipment.com

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001A	US and Canada	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
	Standard Options Total		\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
	Dealer At	achi	ments/Non=Cor	ntract/Open	Market		Sec. 2
BUC10188	Auxiliary alternator kit (X710, X730, X734, X738, X739)	1	\$ 450.47	18.00	\$ 81.08	\$ 369.39	\$ 369.39
BM25094	Heater quick connect kit (X710,X730,X734,X738, X739,X750,X754,X758)	1	\$ 185.11	18.00	\$ 33.32	\$ 151.79	\$ 151.79
BM25033	Heater, Tuck-Away	1	\$ 469.73	18.00	\$ 84.55	\$ 385.18	\$ 385.18
	Dealer Attachments Total		\$ 1,105.31		\$ 198.96	\$ 906.36	\$ 906.36
			14 1				
	Suggested Price						\$ 4,939.94
Total Selli	ng Price		\$ 6,024.31		\$ 1,084.38	\$ 4,939.93	\$ 4,939.94



Investment Proposal (Quote)

RDO Equipment Co. 1540 Deadwood Avenue Rapid City SD, 57702 Phone: (605) 348-1566 - Fax: (605) 348-7496

Proposal for: CITY OF DEADWOOD 102 SHERMAN ST DEADWOOD, SD, 577321309 LAWRENCE

/ _ / _ /	
Investment Proposal D)ate:
Pricing Valid L	Until:
Quote Num	nber:
Customer Accou	unt#:
General Mana	ager:
Ph	one:
	Fax:
Er	mail: SH

10/3/2018	
11/2/2018	
1123944	
2600065	
Sid Houdek	
(605) 348-1566	
(605) 348-7496	
SHoudek@rdoequipment.com	
-	

Equipment Information

Quantity	Serial Number	Hours (approx.)	Status / Year / Make / Model Additional Items		Cash Price
1	109746	0	New 2015 VIRNIG MFG INC. SNOWPLOW		\$2,800.00
				Equipment Subtotal:	\$2,800.00

Purchase Order Totals

Balance:	\$2,800.00
Tax Rate 3: (0%)	\$0.00
Sales Tax Total:	\$0.00
Sub Total:	\$2,800.00
Cash with Order:	30.00
Balance Due:	\$2,800.00
2	

Equipn	nent Options		
Qty	Serial Number	Year / Make / Model	Description
1	109746	2015 VIRNIG MFG INC. SNOWPLOW	None

AGREEMENT BETWEEN THE CITY OF DEADWOOD AND TALLGRASS LANDSCAPE ARCHITECTURE, LLC CONCERNING WHITEWOOD CREEK IMPROVEMENTS: PHASE 4

M

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and TALLGRASS LANDSCAPE ARCHITECTURE, LLC, with its principal place of business located at 25138 Little Italy Road, Custer, SD 57730, hereinafter referred to as "TALLGRASS;"

WHEREAS, TALLGRASS has agreed to bidding and construction management of the cleanup and planting portions of Phase Three and Phase Four Whitewood Creek Improvement; and,

WHEREAS, Phase Four is focused on the creek behind Super 8 Hotel and the iron pedestrian bridge just downstream of Walnut Street; and,

WHEREAS, the purpose of this agreement is to set forth the terms and conditions for which TALLGRASS shall provide the design of restoration of creek habitat, decrease erosion and sedimentation, and enhance the riparian plant communities while cleaning up overgrowth and dead plants; and

WHEREAS, the CITY has accepted the proposal from TALLGRASS and provides compensation in an amount of Seventeen Thousand Eighty Hundred and 00/100 Dollars (\$17,800.00) for the services set forth above, the parties agree as follows:

- 1. The Recitals set forth above are herein incorporated and made part of this Agreement;
- 2. TALLGRASS shall work with survey staff and city staff to:
 - a. Conduct a careful review of the existing conditions, design bank stabilization and erosion control, planting, and direct plant and refuse removal.

- b. Remove, replace or screen unsightly storm sewer pipes and decrease damages they are causing to the riverbank, provide general cleanup of human debris and waste and dead vegetation and address other eroded areas.
- c. Identify existing site conditions and features, such as topography, drainage patterns, vegetation, including significant specimen plants, water elements, structures, views, known off-site considerations and previous planning documents.
- d. Analyze existing site conditions and features to identify physical attributes and limitations of the project site,
- e. Confirm general location of available utilities;
- f. Conduct site visits;
- g. Review applicable governmental requirements, including zoning, ordinances and permit requirements, known special restrictions and zoning conditions;
- h. Advise CITY as to tests and surveys that may be required;
- i. Provide a summary of the site analysis to the CITY, if requested;
- 3. TALLGRASS shall retain the services of Advances Engineering and Environmental Services, LLC (AE2S) to provide drone photography and topography of the creek section;
- 4. TALLGRASS shall participate in meetings with city staff and USACE to discuss proposed improvements;
- 5. TALLGRASS shall prepare a bidding-suitable erosion control plan and a planting plan;
- 6. TALLGRASS shall prepare construction details including demolition / cleanup plans and details as necessary;
- 7. TALLGRASS shall submit plan, details and other deliverables as appropriate comprising the Rehabilitation or Clean Up phase for review and approval;
- 8. TALLGRASS shall prepare preliminary site improvements and final Construction Documents;
- 9. TALLGRASS shall prepare construction plans including erosion control plan. Planting plan and habitat layout plan;
- 10. TALLGRASS shall prepare documents suitable for review for compliance with applicable governmental requirements and assist the contractor in the submission process to governmental agencies;
- 11. TALLGRASS shall address timely and applicable review comments received from agencies and revise the construction documents for compliance when required;

- 12. TALLGRASS shall submit digital copies of final documents with physical copies provided at cost;
- 13. TALLGRASS shall be available to answer questions via phone or email during construction;
- 14. TALLGRASS estimates that the spring of 2019 will provide the lowest water level and optimal cleanup conditions and erosion control;
- 15. TALLGRASS estimates that planting is expected to occur directly following creek clean up and erosion control installation;
- 16. CITY shall provide available base data to TALLGRASS, including available land surveys, photographs, aerial imagery and any other necessary data;
- 17. CITY shall inform TALLGRASS of known governmental requirements, including zoning, ordinances, and permit requirements;
- 18. CITY shall provide coordination between staff, commissioners and other entities involved in project;
- 19. CITY shall provide schedule, meeting reservations, advertising and staff support for historic review and any other required public meetings;
- 20. CITY shall provide bid advertising, bid opening, bid analysis and contract negotiation;
- 21. TALLGRASS agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, claims or executions of any character, including attorney's fees, or any sums which CITY may have to pay to any person on account of any personal or bodily injury, death or property damage, which results from any negligent act, error or omission of TALLGRASS in connection with this agreement or services performed or materials provided pursuant to this contract;
- 22. TALLGRASS shall comply with all state, federal, and local statutes or ordinances concerning labor laws, workman's compensation, and building code provisions;
- 23. Upon completion of services described above, CITY shall pay TALLGRASS a fee of Seventeen Thousand Eight Hundred and 00/100 Dollars (\$17,800.00);
- 24. In the event of significant changes to contract, TALLGRASS shall provide notice and estimates to CITY for review and potential approval. By no means shall additional expenses be incurred on behalf of CITY unless agreed to in writing by both parties;

- 25. CITY may, at its option, terminate this agreement for any reason upon thirty (30) days notice to TALLGRASS;
- 26. This agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

[signatures and acknowledgements on following page]

Dated this _____ day of ______, 2018.

CITY OF DEADWOOD

ATTEST:

Jessicca McKeown City Finance Officer

Dated this _____ day of ______, 2018.

TALLGRASS LANDSCAPE ARCHITECTURE, LLC

	By:
	Its:
State of South Dakota)) SS
County of)
personally appearedArchitecture, LLC, known to me t	, 2018, before me, the undersigned officer, of Tallgrass Landscape to be the person whose name is subscribed to the foregoing me/she executed the same for the purposes therein contained.

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

(SEAL)

Notary Public My Commission Expires:

LAND USE LEASE AGREEMENT

This lease agreement is made and entered into by and between the CITY OF DEADWOOD, a governmental subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota (hereinafter referred to as "CITY") and TERRY PEAK SKI RESORT with a record address of 21120 Stewart Slope Rd, Lead, South Dakota 57754 (hereinafter referred to as "RESORT").

CITY and RESORT agree that RESORT shall rent billboard space on CITY property under the following terms and conditions:

The term of this lease shall be twelve (12) months and shall begin the 1st day of November, 2018, and end the 31st day of October, 2019. This lease shall be for space on land described as M.S. 774, Uncle Tom Lode, Lawrence County, South Dakota, otherwise known as the "Terry Peak turnoff," owned by CITY. CITY agrees no further leases will be granted on this land except the existing signage for MYSTIC MINER SKI RESORT and BAREFOOT SKI RESORTS.

II.

L

RESORT agrees to pay to CITY as rent the sum of Two Hundred Twenty Dollars and 00/100s (\$220.00) for each sign face, sales tax exempt, per month due and payable on or before the 1st day of November, 2018, and on the first day of each month thereafter through October, 2019.

The parties acknowledge the rent to be paid for this lease is a rental amount for the period referenced above, and that RESORT is obligating itself to pay these fees per month for such period without regard to whether or not RESORT uses such land. However, the parties acknowledge this lease may be terminated early pursuant to paragraph VI below.

All rent shall be paid and received by the City Finance Officer on the due date or RESORT shall be assessed a late charge of ten percent (10%) of the unpaid and outstanding rent. If the rent payment is more than ten (10) days overdue, CITY may, at its option, deem this agreement void and take any necessary action to re-rent the space without notice to RESORT. RESORT agrees it is entitled to no further notice under this section.

III.

RESORT must execute Notice of Termination. RESORT must also, at its own cost, remove its billboard located at M.S. 774 Uncle Tom Lode, Lawrence County, South Dakota.

IV.

RESORT agrees to abide by all rules and regulations established by CITY for the space. This lease shall not be assigned, sublet, or transferred to any other property, without the written consent of CITY

RESORT agrees it is merely space to place a billboard and that such rent does not include protection of the billboard. RESORT acknowledges and agrees that it is taking the same risks of the billboard being stolen or damaged that it would take if it placed the billboard on its own property. RESORT further agrees if anyone steals or damages its billboard, RESORT will not request CITY to pay for any such losses incurred. CITY specifically disclaims any responsibility, expressed or implied, to protect against loss or damage to RESORT'S billboard, while placed on its land. RESORT agrees that no bailment is created under this lease agreement, and it shall use CITY property at its own risk and responsibility.

VI.

RESORT shall assume all risks incident to the use of the premises and shall indemnify CITY against any loss, damage or expense resulting from personal injury or damage to, or loss of property caused in any manner by RESORT, and against any loss, damage or expense resulting from injury to RESORT.

VII.

Either RESORT or CITY may terminate this agreement by notifying the other party in writing at least thirty (30) days prior to the proposed termination date.

Dated this 17th day of December, 2018.

CITY OF DEADWOOD:

David Ruth Jr., Mayor

ATTEST:

Jessicca McKeown, Finance Officer

Dated this _____ day of December, 2018.

TERRY PEAK SKI RESORT

By:		
Its:	1	

State of South Dakota)) SS County of _____)

On this _____ day of December, 2018, before me, the undersigned officer, personally appeared ______, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes therein contained.

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

(SEAL)

Notary Public

My Commission Expires:

NOTICE TO BIDDERS

The City of Deadwood, Deadwood, South Dakota, will receive sealed bids at the Finance Office located at 102 Sherman Street, Deadwood, South Dakota, 57732, up to 2:00 PM, on December 13, 2018, for removal and reconstruction HVAC system located at the History and Interpretive Center. Bids will be publicly opened and read that same day with results to City Commission on December 17, 2018.

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

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

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

Bids will be sealed with name of bidder on the outside and marked <u>HVAC System</u> <u>Replacement</u>. Bids will be mailed or hand delivered to the Deadwood Finance Office, 102 Sherman Street, Deadwood, South Dakota, 57732. The City of Deadwood has the right to reject any and all bids.

Dated this 19th day of November 2018.

Jessicca McKeown Finance Officer

Publish BH Pioneer: November 23 and 30.

For any notice that is published twice: This notice is published twice at an approximate cost of \$______.

SEALED BIDS ACCEPTED ON SURPLUS PROPERTY

City of Deadwood

Is accepting sealed bids on the following surplus equipment and vehicles:

1) 1992 Chevy Pickup - VIN# 1GCFK24HXNZ184740

2) 1996 Dodge Ram 2500 - VIN# 1B7KF26Z2TJ194425

3) 2005 Dodge Durango – VIN# 1D4HB38N15F579263

4) 2008 Dodge Durango – VIN# 1D8HB38NX8F139724

5) Pettibone Crane- Model #15B1WF (15,000 lb. capacity)

Bids will be received until 2:00pm on Thursday, December 13, 2018 and opened that same day with results to City Commission on Monday, December 17, 2018. There will be a public viewing on December 5 at Public Works Shop at 62 Dunlop Ave.

Envelopes must be clearly marked "SEALED BID" as well as specific item or items bidder wishes to purchase on the envelope. The city reserves the right to reject any or all bids. Payment must be made in Finance Officer within 24 hours of acceptance by City Commission. For further information contact Public Works at 605-578-3082.

/s/ Jessicca McKeown, Finance Officer

Please publish Black Hills Pioneer: November 23 and November 30.

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

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held on December 17, 2018 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

Relaxation of Open Container:

Friday, March 1, 2019: Relaxation of Open Container Ordinance on Main Street from Four Aces 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, March 2, 2019: Relaxation of Open Container Ordinance on Main Street from Four Aces 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 12:00 p.m. to 10:00 p.m.

Street Closure:

Saturday, March 2, 2019: Main Street closure from Tin Lizzie's Gaming Resort to the Masonic Temple from 6:45 p.m. to 8:00 p.m. or until parade ends.

Request to Waive Banner Fee:

For Parade on Saturday, March 2, 2019.

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 3rd day of December, 2018.

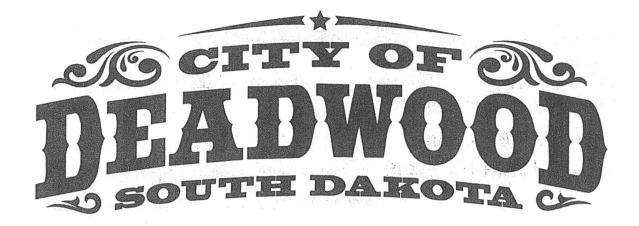
CITY OF DEADWOOD

Jessicca McKeown, Finance Officer

Publish: B.H. Pioneer, December 6, 2018

For any public notice that is published one time: Published once at the total approximate cost of

RECEIVED NOV - 5 2018



City of Deadwood Special Event Permit Application and Facility Use

Agreement for

MARDI GRAS 2015

AND AND AND A

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 Street Fair Triathlon Vother Event Title: MARDI GRAS
Event Date(s): MARCH 1-2 2019 Total Anticipated Attendance: 8,000 (month, day, year) (# of <u>Participants</u> # of <u>Spectators</u>)
Actual Event Hours: (from): 7 AM / الله (to): 8 AM / الله
Location / Staging Area: MAIN ST
Set up/assembly/construction Date: MARCH ZND Start Time: 7 AM (PM)
Please describe the scope of your setup / assembly work (specific details): MAIN ST, TIN LIZZIES - PINEST SAT MARCH ZND 7-8 pm
Dismantle Date: MARCH ZND Completion time: 8 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: MAIN ST / TIN LIZZIES PINE ST CLOSURE 3-2-19 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
Sponsoring Organization: THE DEADWOOD CHAMBER
Chief Officer of Organization (NAME): LEE HARSTAD
Applicant (NAME): SARAH KRYGER Business Phone: (605) 578-1876
Address: <u>501 MAIN ST</u> <u>DEADWOOD</u> <u>50 57732</u> (city) (state) (zip code)
Daytime phone: (605) 578-1876 Evening Phone: (606) 863-1249 Fax #: (605) 578 2429

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

Name:		8	10.00	A
Address:				
	(city)	(state)	(zip code)	

Contact person "on site" day of event or facility use ______Pager/Cell #: ______ (Note: This person must be in attendance for the duration of the event and immediately available to city officials)

<u>REQUIRED</u>: 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.

		ORTING	

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).

Ø

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

OVERALL EVENT DESCRIPTION: ROUTE MAP / SITE DIAGRAM / SANITATION

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

(ROWNING OF THE KING AND QUEEN / CAJUN FEAST 3-1-19 MARDI GRAS PARDE 7-8 pm - Wre-up / Welcome Center. 3-2-19 STREET CLOSURE

REQUE	ST	OPEN	CONTAINER	
FRI		-1-19	6	
SAT		3-2-19	9 NOON - 10pm	1

BOTH ZONES

REQUEST TO WAIVE BANNER FEES / FLOATS

NOTICE OF PUBLIC HEARING FOR STREET CLOSURE FOR NEW YEARS EVE BALL DROP

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 December 17, 2018, 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:

Street Closure Request:

Main Street closure from Pine Street to Lee Street from 11:50 p.m. on December 31, 2018, to 12:10 a.m. on January 1, 2019 for the New Year's Eve Ball Drop at the Franklin Hotel.

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 3rd day of November, 2018.

CITY OF DEADWOOD

Jessicca McKeown, Finance Officer

Publish B.H. Pioneer: December 6, 2018

For any public notice that is published one time: Published once at the total approximate cost of City of Deadwood RECEIVED NOV - 1 2018

Special Event Permit Application and Facility Use Agreement for

Franklin Hotel NYE Ball Drop



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: Image: Street Fair Image: Walk Image: Bike Tour Image: Bike Race Image: Parade Image: Concert Image: Street Fair Image: Triathlon Image: Rodeo Ground Use Image: Pavilion Use Image: Pavilion Use Image: street Fair Image: Triathlon Image: Rodeo Ground Use Image: Pavilion Use Image: Street Fair Image: street Fair Image: Street Fair Image: Street Fair Image: Street Fair Image: Street Fair Image: street Fair Image: Street Fair Image: Street Fair Image: Street Fair Image: Street Fair Image: street Fair Image: Street Fair Image: Street Fair Image: Street Fair Image: Street Fair Image: street Fair Image: Street Fair Image: Street Fair Image: Street Fair Image: Street Fair Image: street Fair Image: Street Fair Image: Street Fair Image: Street Fair Image: Street Fair Image: street Fair Image: Street Fair Image: Street Fair Image: Street Fair Image: Street Fair Image: street Fair Image: Street Fair Image: Street Fair Image: Street Fair Image: Street Fair Image: street Fair Image: Street Fair Imag
Event Title: Franklin Hotel ~ New Year's Eve Ball Drop
Event Date(s): 12-31-18 Total Anticipated Attendance: (month, day, year) (# of <u>Participants</u> 10 # of <u>Spectators</u> 2000)
Actual Event Hours: (from): _11:50pm AM / PM (to):12:10am AM / PM
Location / Staging Area:Main Street from Pine St. to Lee St
Set up/assembly/construction Date:12-28-18 Start Time: _8am AM / PM
Please describe the scope of your setup / assembly work (specific details):
All setup will occur on the Franklin Veranda
Dismantle Date:_1-2-19 Completion time:5pm AM / PM
List any street(s) requiring closure as a result of this event. Include <u>street name(s)</u> , <u>day</u> , <u>date</u> and <u>time</u> of closing and time of re-opening: Main Street in front of the Silverado/Franklin Hotel
Sponsoring Organization: Silverado/Franklin
Chief Officer of Organization (NAME):Tom Rensch
Applicant (NAME):John Rystrom Business Phone: (605)578-3670 Ext 613
Address: 709 Main St. Deadwood SD57732 (city) (state) (zip code)
Daytime phone: (605_) _578-3670 Evening Phone: () Fax #: (605) 578-1366
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 useJohn RystromPager/Cell #: 578-3670 Ext 3 or 613 (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

2

applicant or professional event organizer to apply for this Special Event Permit on their behalf.

FEES / PROCEEDS / REPORTING				
NO	YES			
х□		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, non profit status).		
х□		Are admission, entry, vendor or participant fees required? If YES , please explain the purpose and provide amount(s).:		

OVERALL EVENT DESCRIPTION: ROUTE MAP / SITE DIAGRAM / SANITATION

3

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 lighted ball dropped from Franklin roof down to the veranda at midnight. A lighted ball, and balloons, & will be used.

A crowd will gather in front of the Franklin on Main Street, causing the street to be closed to traffic for a brief moment.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City of Deadwood City Commission shall hold a public hearing on the 17th day of December, 2018, at the hour of 5:00 p.m. in the Deadwood City Hall Meeting Room, located at 102 Sherman Street, Deadwood, South Dakota, to consider adoption of the City of Deadwood Comprehensive Plan. The purpose of the public hearing is to accept public comments on the proposed comprehensive plan.

A copy of the proposed City of Deadwood Comprehensive Plan is available at Deadwood City Hall, 102 Sherman Street, Deadwood, South Dakota, for public inspection and may be referred to for further particulars.

Individuals needing assistance related to the Americans with Disabilities Act should contact the City of Deadwood no less than 24 hours prior to this hearing to make necessary arrangements.

Dated this 9th day of November, 2018

City of Deadwood, Lawrence County, South Dakota

Robert E. Nelson Jr.

Zoning Administrator

PUBLISH: Black Hills Pioneer :

Published once at the total cost of \$

1DA

CITY OF DEADWOOD RESOLUTION 2018-29

RESOLUTION ADOPTING THE DEADWOOD COMPREHENSIVE PLAN, PROVIDING FOR THE PHYSICAL DEVELOPMENT OF THE CITY HEREWITH

WHEREAS, the City of Deadwood is responsible for the preparation and adoption of a Comprehensive Plan, pursuant to SDCL 11-6-2 for the purpose of promoting the health, safety, and general welfare of the municipality; and,

WHEREAS, in an effort to update the Deadwood Comprehensive Plan, adopted on April 16, 2001, the City of Deadwood has engaged in the comprehensive planning process for the physical development of the municipality and public participation opportunities were provided throughout the process; and,

WHEREAS, the Comprehensive Plan is a vision document that will provide guidance to decision makers, residents, property owners, organizations, and other interested parties about the future development of Deadwood; and,

WHEREAS, the Planning and Zoning Commission of Deadwood, after careful study and a public hearing held in accordance with SDCL 11-6-17 on December 5, 2018, recommends to this City Commission a Comprehensive Plan for Deadwood; and,

WHEREAS, the City Commission of Deadwood has carefully considered the recommended Comprehensive Plan document (Final Draft version dated November, 2018) and accompanying maps, charts, descriptive and explanatory matter, action plans, and appendix, and finds that said plan constitutes a suitable, logical, and timely plan for the future development of Deadwood; and,

WHEREAS, the City Commission of Deadwood held a public hearing, in accordance with SDCL 11-6-18, on the proposed Comprehensive Plan for the City of Deadwood, South Dakota.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of Deadwood that the Deadwood Comprehensive Plan (Final Draft version dated November, 2018) hereby supersedes the 2001 Deadwood Comprehensive Plan.

Dated this 17th day of December, 2018.

BY:

ATTEST:

David Ruth, Jr. Mayor Jessicca McKeown Finance Officer

MASTER LEASE AGREEMENT

This Master Lease Agreement (the "Agreement") made this _____ day of ______, 20___, between The City of Deadwood, South Dakota, with its principal offices located at 108 Sherman Street, Deadwood, South Dakota, 57732, hereinafter designated "LESSOR," and CommNet Cellular Inc. d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated "LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

RECITALS

WHEREAS, LESSOR is the owner of, or holds a leasehold or other possessory interest in, certain properties, utility poles and/or facilities, which are located within the geographic area of a license held by LESSEE to provide wireless services issued by the Federal Communications Commission (the "FCC License"); and

WHEREAS, LESSEE desires to install, maintain and operate communications equipment on certain of LESSOR's properties, utility poles and/or facilities, which will provide enhanced communications services to LESSOR and LESSOR's residents and visitors; and

WHEREAS, LESSOR and LESSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LESSOR may wish to permit LESSEE to install, maintain, and operate communications equipment; and

WHEREAS, LESSOR and LESSEE acknowledge that they will enter into a lease supplement ("Supplement"), in substantially the form attached hereto as Exhibit A, with respect to each particular location or site on which the LESSOR agrees to allow LESSEE to install, maintain, and operate communications equipment; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of LESSOR and LESSEE in different geographic areas, and as a result, each Supplement may be signed by LESSEE and LESSOR's affiliated entities as further described herein, as appropriate based upon the ownership or other interest in the subject property, utility poles or facility, in the case of LESSOR, and the entity holding the FCC License in the subject geographic location, in the case of LESSEE.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. <u>PREMISES</u>. Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LESSOR agrees to lease to LESSEE certain space described in the applicable Supplement upon LESSOR's utility poles (the "**Poles**") and/or surrounding real and/or personal property (LESSOR's Poles, personal property and surrounding real property are hereinafter sometimes collectively referred to as the "**Property**"), for the installation, operation and maintenance of communications equipment; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over, under and through the Property to and from the

Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's communications facility. The space leased by LESSOR to LESSEE described in the applicable Supplement is hereinafter collectively referred to as the "Premises". The Premises may include, without limitation, certain space on the ground (the "Equipment Space") on the Property, and space on the Poles sufficient for the installation, operation and maintenance of antennas and other equipment (the "Antenna Space") as described in the Supplement. Notwithstanding anything in any Supplement to the contrary, the Premises under each Supplement shall include such additional space necessary for the installation, operation and maintenance of wires, cables, conduits, and pipes (the "Cabling Space") running between and among the various portions of the Premises and to all necessary electrical and telephone utility, cable, or fiber sources located within the Property, LESSOR agrees to grant LESSEE, or the local utility, or fiber or cable provider, the right to install any utilities, cable, and fiber on, through, over, and under the Property necessary for LESSEE to operate its communications facility, provided the location of those utilities, cable, and fiber shall be as reasonably designated by LESSOR.

2. <u>CONDITION OF PROPERTY</u>. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's construction of its improvements and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date of each Supplement, and continuing throughout the Term (as hereinafter defined) of each Supplement: (a) the Poles are in good condition and structurally sound; (b) the Property is in compliance with all Laws (as defined in Paragraph 23 below), including any applicable building codes, regulations, or ordinances that may exist with regard to the Poles, or any part thereof; and (c) LESSOR will facilitate LESSEE's investigation of the Property to determine whether or not lead-based paint, asbestos, or other hazardous substances (as that term may be defined under any applicable federal, state or local law) are present on the Premises. If a breach of the representations and warranties contained in this Paragraph 2 is discovered at any time during the Term of a particular Supplement, LESSOR shall, promptly after receipt of written notice from LESSEE setting forth a description of the breach, rectify the non-compliance at LESSOR's expense.

3. TERM; RENTAL.

This Agreement shall be for a term of twenty-five (25) years commencing upon the execution hereof by both Parties. Each Supplement shall be effective as of the date of execution by both Parties (the "Effective Date"), provided however, the initial term of each Supplement shall be for five (5) years and shall commence on the first day of the month following the day that LESSEE commences installation of its equipment on the Premises (the "Commencement Date"). LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement and that there shall be zero (\$0) rent paid for each Supplement.

LESSOR hereby agrees to provide to LESSEE certain documentation (the "**Documentation**") including without limitation: (i) documentation evidencing LESSOR's good and sufficient title to and/or interest in the Property; (ii) a completed, most current version of Internal Revenue Service Form W-9, or equivalent, and applicable state or local withholding forms, for any party to whom payments may be made if required pursuant to this Agreement or a Supplement; and (iii) other documentation requested by LESSEE to comply with the requirement of any applicable laws, rules, regulations, ordinances, directives, or covenants now in effect, or which may hereafter come into effect. Within fifteen (15) days of obtaining an interest in any Property, Supplement or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR must provide to LESSEE such Documentation. All documentation must be acceptable to LESSEE in LESSEE's reasonable discretion. Delivery of

Documentation to LESSEE shall be a prerequisite for the delivery of any payment by LESSEE as may be required.

4. <u>ELECTRICAL</u>. LESSOR shall, at all times during the Term of each Supplement, provide electrical service and telephone service access within the Premises, as further detailed in the Supplement.

LESSEE shall be permitted at any time during the Term (as defined herein) of each Supplement, to install, maintain, and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source and a temporary installation of any other services and equipment required to keep LESSEE's communications facility operational, along with all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source, and the temporary installation of any other services and equipment required to keep LESSEE's communications facility operational, and related equipment services and equipment required to keep LESSEE's communications of any other services and equipment required to keep LESSEE's communication of any other services and equipment required to keep LESSEE's communication of any other services and equipment required to keep LESSEE's communications facility operational, and related appurtenances to the Premises.

5. <u>EXTENSIONS</u>. Each Supplement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "**Term**". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.

6. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE shall have the right, at its cost, to replace, repair, add or otherwise modify its utilities, fiber or cable, equipment, antennas and/or conduits or any portion thereof, and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached to a Supplement, during the Term. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon LESSEE obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities, as well as a satisfactory Pole structural analysis that will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain the Governmental Approvals, and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. LESSEE shall have the right to terminate the applicable Supplement if: (i) any of the applications for Governmental Approvals is finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that the Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that the Premises is no longer technically compatible for its use; or (v) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in Paragraph 17 and shall be effective upon the mailing of that notice by LESSEE, or upon such later date as designated by LESSEE. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other thereunder. Otherwise, the LESSEE shall have no further obligations to LESSOR for the terminated Supplement.

7. INDEMNIFICATION. Subject to Paragraph 8 below, to the extent allowed by law, each Party shall defend, indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to, or caused by, the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any written claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligations in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

8. INSURANCE.

a. To the extent allowed by law, the Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$2,000,000.00 per occurrence for bodily injury (including death) and for damage or destruction to property. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

9. <u>LIMITATION OF LIABILITY</u>. Except for indemnification pursuant to Paragraphs 7 and 21, a violation of Paragraph 26, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

10. <u>ANNUAL TERMINATION</u>. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate each Supplement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

11. <u>INTERFERENCE</u>. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards

to any equipment of LESSOR or other tenants of the Property which existed on the Property prior to the date the applicable Supplement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference by a written communication and a call to LESSEE's Network Operations Center [at (800) 264-6620/(800) 621-2622], LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such interfering equipment and later powering up such interfering equipment for intermittent testing. If the interference continues for a period in excess of 48 hours following such notification, LESSOR shall have the right to require LESSEE to reduce power, and/or cease operations until such time LESSEE can effect repairs to the interfering equipment. In no event will LESSOR be entitled to terminate a Supplement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other users of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. If LESSEE determines, in its reasonable discretion, that LESSOR'S equipment or any other user's equipment permitted by LESSOR is causing interference, LESSOR shall, upon written communication and a call from LESSEE to LESSOR's City Planner at (605) 578-2082, take all steps necessary to correct and eliminate the interference, including causing other users causing such interference to correct and eliminate the interference. If the interference continues for a period in excess of 48 hours following the notification, LESSOR shall, or shall require any other user to, reduce power and/or cease operations until such time as LESSOR, or the other user, can effect repairs to the interfering equipment. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

12. <u>REMOVAL AT END OF TERM</u>. LESSEE shall, within ninety (90) days after expiration of the Term, or any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws.

13. <u>RIGHT OF FIRST REFUSAL (COMMUNICATIONS EASEMENT)</u>. If LESSOR elects during the Term of any Supplement to grant to a third party by easement or other legal instrument an interest in that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of the Supplement to that third party, LESSEE shall have the right of first refusal to meet any third-party offer of transfer on the terms and conditions of that offer, or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to meet the third-party offer within thirty (30) days after written notice thereof from LESSOR, which notice must include a copy of the third-party offer, LESSOR may grant the easement or interest in the Property, or portion thereof, to the third party in accordance with the terms and conditions of the third-party offer.

14. <u>RIGHTS UPON SALE</u>. If, at any time during the Term of any Supplement, LESSOR decides: (i) to sell or transfer all or any part of the Property or the Poles thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in that portion

of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, that sale or grant of an easement or interest therein shall be subject to the Supplement, and any such purchaser or transferee must recognize LESSEE's rights hereunder and under the terms of the affected Supplement(s). If LESSOR completes any such sale, transfer, or grant described in this paragraph without executing an assignment of the Supplement in which the third party agrees in writing to assume all obligations of LESSOR under the Supplement, then LESSOR shall not be released from its obligations to LESSEE under the Supplement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Supplement.

15. <u>QUIET ENJOYMENT AND REPRESENTATIONS</u>. LESSOR covenants that LESSEE, on installing equipment and performing the covenants herein and in a Supplement, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the execution date of each Supplement, and covenants during the Term, that LESSOR is seized of good and sufficient title and interest to the Property, and has full authority to enter into and execute the Supplement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions that prevent or adversely affect the use or occupancy of the Premises by LESSEE as provided in this Agreement and in the applicable Supplement(s).

16. <u>ASSIGNMENT</u>. This Agreement and each Supplement under it may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement and each Supplement may not be sold, assigned or transferred without the written consent of the LESSOR, which consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

17. <u>NOTICES</u>. All notices hereunder must be in writing and are validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or to any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR:

City of Deadwood, South Dakota City Planner 108 Sherman Street Deadwood, South Dakota 57732

LESSEE:

CommNet Cellular Inc. d/b/a Verizon Wireless Attention: Network Real Estate 180 Washington Valley Road Bedminster, New Jersey 07921

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

18. <u>RECORDING</u>. LESSOR agrees to execute a Memorandum of each Supplement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of the Term.

19. DEFAULT. If there is a breach by a Party with respect to any of the provisions of this Agreement, or under the provisions of an individual Supplement, the non-breaching Party shall give the breaching Party written notice of that breach. After receipt of the written notice, the breaching Party shall have thirty (30) days in which to cure the breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement, or under an individual Supplement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR, and if the failure to perform that obligation interferes with LESSEE's ability to conduct its business in the Premises; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after notice is reasonably required for its performance, then it shall not be a default under this Agreement or the applicable Supplement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion, but in no event more than fifteen (15) calendar days after receipt of written notice. LESSOR and LESSEE agree that a default under an individual Supplement does not constitute a default under this Agreement.

20. <u>REMEDIES</u>. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of that default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Further, upon

a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full undisputed amount due against all fees due and owing to LESSOR under the applicable Supplement until the full undisputed amount is fully reimbursed to LESSEE.

21. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Poles or Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Building or Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE shall hold LESSOR harmless and indemnify LESSOR from and assume all duties, responsibility and liability at LESSEE's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, to the extent that such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, to the extent that such environmental conditions are caused by LESSEE.

22. <u>CASUALTY</u>. In the event of damage by fire or other casualty to the Building or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required

to permit LESSEE to resume its operation at the Premises, terminate the Supplement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement.

23. <u>APPLICABLE LAWS</u>. During the Term, LESSOR shall maintain the Property and the Poles in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with: (a) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. It shall be LESSOR's obligation to comply with all Laws relating to the Property and Poles in general, without regard to specific use (including, without limitation, modifications required to enable LESSEE to obtain all necessary building permits).

24. <u>AUTHORIZED ENTITIES</u>. This Agreement is entered into by the Parties each on its own behalf and for the benefit of: (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. Each Party and each of the entities described above are referred to herein as an "**Authorized Entity**". No obligation is incurred or liability accepted by any Authorized Entity until that Authorized Entity enters into a site specific Supplement. Only the Party and the Authorized Entity executing a Supplement are responsible for the obligations and liabilities related thereto arising under that Supplement and this Agreement. All communications and invoices relating to a Supplement must be directed to the Authorized Entity signing the Supplement. A default by any Authorized Entity will not constitute or serve as a basis for a default by any other Authorized Entity not a party to the applicable Supplement.

25. <u>MISCELLANEOUS</u>. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of that Party has the full right, power and authority to enter into and execute this Agreement on that Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

26. <u>NON-DISCLOSURE</u>. The non-disclosure provisions set forth in **Exhibit B** to this Agreement, which are hereby incorporated into this Agreement by this reference, shall apply to this Agreement, each Supplement and all attachments, addendums, amendments, schedules, and exhibits

attached hereto and thereto. Except as expressly set forth in this Agreement or any Supplement, nothing in this Agreement or any Supplement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. Except as and to the extent required under applicable laws, by the terms of Lessor's ground leases, licenses or other similar agreements, or as otherwise permitted under Exhibit B hereto, each of Lessee and Lessor agrees not to provide copies of this Agreement or any Supplement, or otherwise disclose the terms of this Agreement or any Supplement, to any third party without the prior written consent of the other, which consent will not be unreasonably withheld; provided, however, that each Party may, without obtaining the other's consent, provide such copies or make such disclosures subject to the non-disclosure provisions set forth in Exhibit B to any affiliate of such Party if such information pertains to that affiliate.

27. <u>SIMILAR TERMS AND CONDITIONS</u>. LESSOR represents and warrants that any rent, benefits and terms and conditions granted to LESSEE by LESSOR hereunder are now and shall be, during the Term, no less favorable than any rent, benefits and terms and conditions for substantially the same or similar tenancies or licenses granted by LESSOR to other parties. If at any time during the Term LESSOR shall offer more favorable benefits or terms and conditions for substantially the same or similar tenancies or licenses as those granted hereunder, then LESSOR shall, within 30 days after the effective date of such offering, notify LESSEE of such fact and offer LESSEE the more favorable offering. If LESSEE chooses, the parties shall then enter into an amendment that shall be effective retroactively to the effective date of the more favorable offering, and shall provide the same rent, benefits or terms and conditions to LESSEE. LESSEE shall have the right to decline to accept the offering. LESSOR's compliance with this requirement shall be subject, at LESSEE's option, to independent verification.

28. USE OF PUBLIC RIGHTS-OF-WAY.

a. LESSOR hereby grants to LESSEE the right to use the municipal public right-of-way for the installation, maintenance and operation of LESSEE's communications equipment in and on Poles located within the public right-of-way. Notwithstanding anything herein to the contrary, in no event shall LESSEE be obligated to pay LESSOR any fees for LESSEE's use of the public right-of-way in connection with the installation, maintenance and operation of LESSEE's communications equipment on Poles located within the public right-of-way. If LESSEE'S use of the right of way triggers any municipal franchise fee on utilities (other than a municipal occupation tax, gross receipts tax, or business license fee that is applicable to businesses in general), LESSOR agrees to provide notice of the municipal franchise fee to LESSEE, and agrees to abate or waive collection of the municipal franchise fee from LESSEE for the duration of this Agreement and any applicable Supplement.

b. All communications equipment shall be installed in accordance with applicable Laws and LESSEE shall comply with all laws, ordinances, rules and regulations adopted by LESSOR. Within the public rights-of-way, the location of the communications equipment shall be subject to the reasonable and proper regulation, direction and control of the LESSOR, or the official to whom such duties have been delegated by LESSOR. LESSEE shall have no ownership interest in any Poles owned by LESSOR.

c. LESSEE and its contractors shall give LESSOR reasonable notice of the dates, location, and nature of all work to be performed on its communications equipment within the public rights-of-way. This Agreement shall allow LESSEE to perform all work on LESSEE's communications equipment within the public rights-of-way, and to park vehicles in the streets and other public rights-of-way when necessary for the installation, replacement, abandonment, operation or

maintenance of LESSEE's communications equipment. Neither LESSEE, nor LESSEE's contractors performing work for LESSEE, may be required to pay any additional fee in order to perform work on LESSEE's communications equipment, or park within the streets and other public rights-of-way. Following completion of work in the public rights-of-way, LESSEE shall repair any affected public rights-of-way as soon as possible, but no later than the time frame established by the permit issued by the LESSOR. No street, alley, highway, or public place shall be encumbered for a longer period than shall be necessary to execute the work authorized by the applicable Supplement and this Agreement.

29. STRUCTURE RECONDITIONING, REPAIR, REPLACEMENT.

a. From time to time, LESSOR paints, reconditions, or otherwise improves or repairs the Poles in a substantial way ("**Reconditioning Work**"). LESSOR shall reasonably cooperate with LESSEE to carry out Reconditioning Work activities in a manner that minimizes interference with LESSEE's approved use of the Premises.

b. Prior to commencing Reconditioning Work, LESSOR shall provide LESSEE with not less than one hundred twenty (120) days prior written notice. Upon receiving that notice, it shall be LESSEE's sole responsibility to provide adequate measures to cover or otherwise protect LESSEE's equipment from the consequences of the Reconditioning Work, including but not limited to paint and debris fallout. LESSOR reserves the right to require LESSEE to remove all of LESSEE's equipment from the Poles and Premises during Reconditioning Work, provided the requirement to remove LESSEE's equipment is contained in the written notice required by this Section.

c. During LESSOR's Reconditioning Work, LESSEE may maintain a temporary communications facility on the Property, or after approval by LESSOR, on any land owned or controlled by LESSOR in the vicinity of the Property. If the Property will not accommodate LESSEE's temporary communications facility, or if the Parties cannot agree on a temporary location, the LESSEE, at its sole option, shall have the right to terminate the applicable Supplement upon thirty (30) days written notice to LESSOR.

d. LESSEE may request a modification of LESSOR's procedures for carrying out Reconditioning Work in order to reduce the interference with LESSEE's use of the Premises. If LESSOR agrees to the modification, LESSEE shall be responsible for all reasonable incremental cost related to the modification.

e. If the Poles need to be replaced ("**Replacement Work**"), LESSOR shall provide LESSEE with at least one hundred twenty (120) days' written notice to remove its equipment. LESSOR shall also promptly notify LESSEE when the Poles have been replaced and LESSEE may re-install its equipment. During LESSOR's Replacement Work, LESSEE may maintain a temporary communications facility on the Property, or after approval by LESSOR, on any land owned or controlled by LESSOR in the vicinity of the Property. If the Property will not accommodate LESSEE's temporary communications facility or if the Parties cannot agree on a temporary location, the LESSEE, at its sole option, shall have the right to terminate the applicable Supplement upon thirty (30) days written notice to LESSOR.

f. If the Poles need to be repaired due to storm or other damage ("**Repair Work**"), LESSOR shall notify LESSEE to remove its equipment as soon as possible. In the event of an emergency, LESSOR shall contact LESSEE by telephone at LESSEE's Network Operations Center [at (800) 224-6620/(800) 621-2622] prior to removing LESSEE's equipment. Once the Poles have been replaced or repaired, LESSOR

will promptly notify LESSEE it can reinstall its equipment. During LESSOR's Repair Work, LESSEE may maintain a temporary communications facility on the Property, or after approval by LESSOR, on any land owned or controlled by LESSOR in the vicinity of the Property. If the Property will not accommodate LESSEE's temporary communications facility, or if the Parties cannot agree on a temporary location, or if the Pole(s) cannot be repaired or replaced within thirty (30) days, LESSEE, at its sole discretion, shall have the right to terminate the applicable Supplement upon thirty (30) days written notice to LESSOR. However, at LESSEE's sole option, within thirty (30) days after the casualty damage, LESSOR must provide LESSEE with a replacement Supplement to lease space at a new location upon which the Parties mutually agree. The new replacement Supplement shall have an initial term of five (5) years, and shall have extension terms as provided in Paragraph 5 of this Agreement.

[Balance of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year first above written.

LESSOR:

City of Deadwood, South Dakota

By: _____ Name: Dave Ruth, Jr. Its: Mayor

Date: _____

LESSEE:

CommNet Cellular Inc. d/b/a Verizon Wireless

By:

Name: _____

lts: _____

Date: _____

WITNESS

WITNESS

EXHIBIT A

LEASE SUPPLEMENT

This Lease Supplement ("Supplement"), is made this _____ day of _____, 20__ between The City of Deadwood, South Dakota, whose principal place of business is <Address>, City, State, ("Lessor"), and CommNet Cellular Inc. d/b/a Verizon Wireless, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Lessee").

1. <u>Master Lease Agreement.</u> This Supplement is a Supplement as referenced in that certain Master Lease Agreement between The City of Deadwood, South Dakota and CommNet Cellular Inc., dated ______, 201__, (the "Agreement"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. <u>Premises.</u> Lessor hereby leases to Lessee certain spaces on and within Lessor's Property located at ______, including, without limitation, approximately (____) square feet of Equipment Space, and Antenna Space on the Poles. The Equipment Space, Antenna Space and Cabling Space are as shown on **Exhibit 1**, attached hereto and made a part hereof.

3. <u>Term</u>. The Commencement Date and the Term of this Supplement shall be as set forth in the Agreement.

4. <u>Electrical Service</u>. [Complete as appropriate]

[Alternate Provision for Metered Service: If permitted by the local utility company serving the Premises, LESSEE shall furnish and install an electrical meter at the Premises for the measurement of electrical power used by LESSEE at the Premises and LESSEE shall pay the utility company directly.]

[Alternate Provision for Flat Rate: In consideration for the electrical service, for each year during the Term LESSEE shall pay LESSOR a flat rate of _____] for its power consumption (the "Power Charge"). The annual Power Charge shall be paid in annual installments on the anniversary of the Commencement Date to Lessor at _____.]

6. Site Specific Terms. (Include any site-specific terms)

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Supplement effective the day and year first above written.

LESSOR:

The City of Deadwood, South Dakota

By: [Not for signature]

Name: ______ Title: _____

Date: _____

WITNESS

WITNESS

LESSEE

CommNet Cellular Inc. d/b/a Verizon Wireless

By: <u>[Not for signature]</u> Name: _____

Title: _____

Date: _____

WITNESS

WITNESS

EXHIBIT 1

Site Plan of Premises

EXHIBIT B

Non-Disclosure Agreement

 To facilitate the conduct of business between the Parties with respect to the Agreement, it may be necessary for the Parties to disclose to each other technical, customer, personnel and/or business information in written, graphic, oral or other tangible or intangible form including, but not limited to, specifications, records, data, computer programs, drawings, schematics, knowhow, notes, models, reports and samples. Such information may include proprietary material, as well as material subject to and protected by laws regarding secrecy of communications or trade secrets ("Confidential Information").

2. The Parties acknowledge and agree that:

2.1 All Confidential Information disclosed by a Party (the "**Disclosing Party**") shall be and shall remain the exclusive property of that Party;

2.2 A Party shall receive in confidence (the "**Receiving Party**") any Confidential Information and shall use such Confidential Information only for purposes of work, Services, or analysis related to this Agreement and for other purposes only upon such terms as may be agreed upon between the Parties in writing;

2.3 The Receiving Party shall limit access to authorized employees who have a need to know the Confidential Information in order for them to participate in the Agreement;

2.4 A Receiving Party shall not alter or otherwise modify any Confidential Information received hereunder and the commingling of Confidential Information with the Receiving Party's information shall not affect the confidential nature or ownership of the same;

2.5 At a Disclosing Party's request, the Receiving Party shall return promptly to the Disclosing Party or destroy any copies of such Confidential Information in written, graphic or other tangible form, providing to the Disclosing Party a list of all such material destroyed.

3. These obligations do not apply to Confidential Information which, as shown by reasonably documented proof:

3.1 Was in the Receiving Party's possession prior to receipt from the Disclosing Party; or

3.2 Was received by the Receiving Party in good faith from a third party not subject to a confidential obligation to the Disclosing Party; or

3.3 Now is or later becomes publicly known through no breach of confidential obligation by a Party; or

3.4 Is authorized in writing by the Disclosing Party to be released or is designated in writing by the Disclosing Party as no longer being confidential or proprietary.

- 4. Other than as required by law or as set forth herein, a Party shall not, without the other Party's prior written consent, disclose to any person, or make a public announcement of, the existence of discussions or negotiations or any of the terms relating to this Agreement or any Confidential Information
- 5. If a Party receives a request to disclose any Confidential Information of the other Party, whether pursuant to a valid subpoena or an order issued by a court or regulatory body ("Ordering Party"), and on advice of legal counsel such disclosure is required by law, then prior to disclosure, the Party shall (i) notify the other Party of the terms of such request and advice, (ii) cooperate with the other Party in taking lawful steps to resist, narrow, or eliminate the need for that disclosure, and (iii) if disclosure is nonetheless required, work with the other Party to take into that Party's reasonable requirements as to its timing, content and manner of making or delivery and use best efforts to obtain a protective order or other binding assurance from the Ordering Party that confidential treatment shall be afforded to such portion of the Confidential Information as is required to be disclosed. The foregoing is without limitation of the ability of the Party whose information is sought to be disclosed to seek a protective order or other relief limiting such disclosure; in such a case, the other Party shall cooperate in such efforts.
- 6. Licensor acknowledges that the proprietary data, know-how, software and other materials and information Licensee provides under the Agreement are subject to U.S. export controls laws and regulations, including but not limited to the U.S. Export Administration Regulations (the "EAR"), and U.S. economic sanctions laws and regulations, including but not limited to the economic sanctions laws and regulations administered by the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC"). Licensor agrees that any export, re-export, or retransfer of material Licensee provides under this Agreement shall comply with all applicable U.S. export controls and economic sanctions laws and regulations, including but not limited to the EAR and the economic sanctions laws and regulations administered by OFAC, and such compliance will include obtaining any required export licenses or authorizations from the U.S. government. Licensor further agrees that it shall not export, re-export, or retransfer, directly or indirectly, either during the term of this Agreement or after its expiration, any materials, technical data, or other information (or direct products thereof) provided by Licensee under this Agreement in any form to destinations in or nationals of Country Groups D:1 or E, as specified in Supplement No. 1 to Part 740 of the EAR, as modified from time to time by the U.S. Department of Commerce, unless it shall have first obtained Licensee's prior written consent and all required reviews and authorizations from US government agencies have been completed. Licensor agrees to provide Licensee with the U.S. export classification of the hardware, software, and technology it provides under this Agreement. Licensor further agrees to provide to Licensee any required US government export authorizations and all reasonably available information that is needed to obtain such export authorization.
- 7. It is agreed that a violation of any of the provisions of these non-disclosure provisions will cause irreparable harm and injury to the non-violating Party, which shall be entitled, in addition to any other rights and remedies it may have at law or in equity, to an injunction enjoining and restraining the violating Party from doing or continuing to do any such act and any other violations or threatened violations of this Agreement.

- 8. Neither disclosure of Confidential Information nor this Agreement shall be construed as a license to make, use, or sell the Confidential Information or derived products.
- 9. Neither disclosure of Confidential Information nor this Agreement shall be construed as a license to make, use, or sell the Confidential Information or derived products.
- 10. The obligations with respect to Confidential Information shall extend for a period of three (3) years beyond completion of the Term of the Agreement and the Term of any Supplement, including any extensions or renewals thereof; provided, however, that Licensee's customer information and either Party's trade secrets shall remain confidential forever.
- 11. In the event of a discrepancy between the terms of this Exhibit B and any previous nondisclosure agreements or any other similar agreements between the Parties relating to Confidential Information or its equivalent in connection with this Agreement or any Supplement(s), the terms of this Exhibit B shall govern; provided, however, that this Exhibit B shall not serve to terminate any such pre-existing agreement(s) and such agreement(s) shall remain in effect for the term set forth therein with respect to any Confidential Information or its equivalent in connection with this Agreement or any Supplement(s) disclosed from one Party to the other prior to the execution of this Agreement.

STAFF REPORT

Board of Adjustment DECEMBER 17, 2018

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

PURPOSE: Transfer Property, Create Property Access

GENERAL LOCATION: Dudley Street, Spring Street

LEGAL DESCRIPTION: 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

FILE STATUS: All legal obligations have been completed.

ZONE: R2 – Multi-Family Residential District

STAFF FINDINGS:

<u>Surrounding Zoning:</u> North: R2 – Residential South: R2 – Residential East: R2 - Residential West: R2 – Residential Surrounding Land Uses: Residential Structures Vacant Land Residential Structures Apartment Building

SUMMARY OF REQUEST

The Final Plat for Lots 4A-1 and 4A-2 of Block 3 has been submitted to transfer property lines and create access to property.

FACTUAL INFORMATION

1. The property is currently zoned R2 – Multi-family Residential District

Dudley Street City of Deadwood December 17, 2018

- Lot 4A-1, Howard's Addition, is comprised of 0.053 ± Acres Lot 4A-2, Howard's Addition, is comprised of 0.021 ± Acres
- 3. The subject property is located within a moderate-density residential district.
- 4. The property is not located within a flood zone or flood hazard zone.
- 5. Public facilities are available to serve the property.
- 6. The area is currently characterized by open space and residential structures.

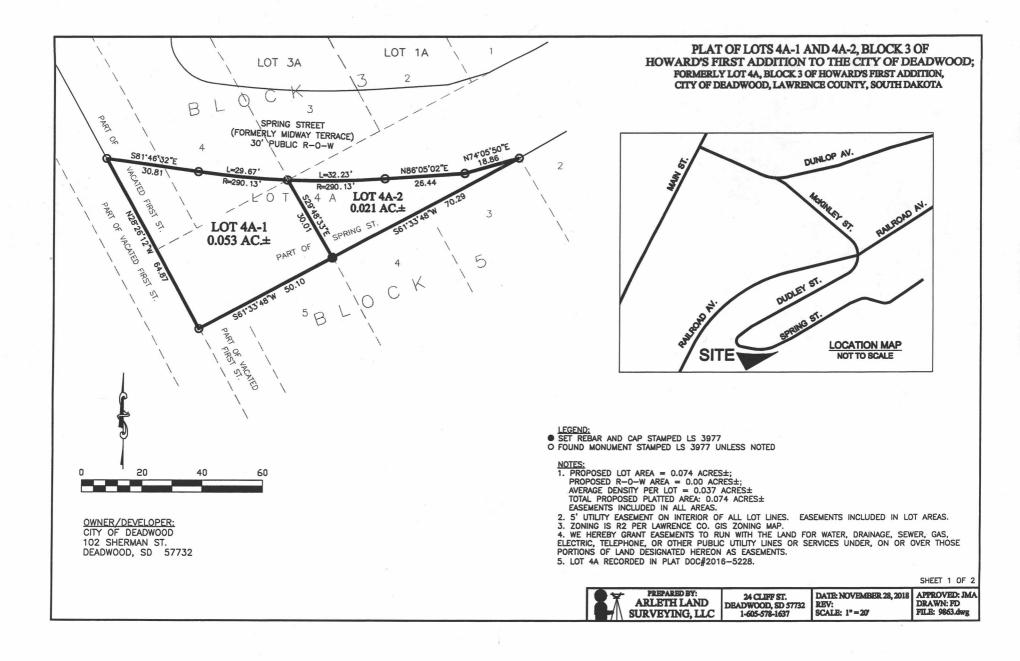
STAFF DISCUSSION

The subject property previously platted in 2016 is public property adjacent Spring Street and if transferred to the adjacent landowners would allow development of several city lots.

- 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.
- 9. Area's taken out of the mineral survey and remaining acreage is indicated on the plat.

ACTION REQUIRED:

- 1. Approved by Deadwood Planning and Zoning Commissionon 12/5/18.
- 2. Approval / denial by Deadwood Board of Adjustment.



PLAT OF 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

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___ 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____. JOHN M. ARLETH, R.L.S. 3977 CITY PLANNER CHAIRMAN OWNER'S CERTIFICATE STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE DO HEREBY CERTIFY THAT WE ARE APPROVAL OF THE CITY OF DEADWOOD BOARD OF COMMISSIONERS STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE 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 BE IT RESOLVED THAT THE CITY OF DEADWOOD BOARD OF COMMISSIONERS HAVING VIEWED THE EXISTING APPLICABLE ZONING, SUBDIVISION, EROSION AND SEDIMENT CONTROL REGULATIONS. WITHIN PLAT, DO HEREBY APPROVE THE SAME FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS, LAWRENCE COUNTY, S.D. DATED THIS_____ DAY OWNER:_ OF . 20 ADDRESS: _ ATTEST: FINANCE OFFICER MAYOR ACKNOWLEDGMENT OF OWNER STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE ON THIS ____DAY OF___ _____, 20__, BEFORE ME THE UNDERSIGNED NOTARY OFFICE OF THE COUNTY DIRECTOR OF EQUALIZATION STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE PUBLIC, PERSONALLY APPEARED __KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE. I, LAWRENCE COUNTY DIRECTOR OF EQUALIZATION, DO HEREBY CERTIFY THAT I HAVE RECEIVED A COPY OF THIS PLAT. DATED THIS____DAY OF____ MY COMMISSION EXPIRES: _____, 20___ NOTARY PUBLIC:___ CERTIFICATE OF COUNTY TREASURER LAWRENCE COUNTY DIRECTOR OF EQUALIZATION COUNTY OF LAWRENCE STATE OF SOUTH DAKOTA ____,LAWRENCE COUNTY TREASURER, DO HEREBY CERTIFY THAT_ ____TAXES WHICH ARE LIENS UPON THE HEREIN PLATTED PROPERTY HAVE BEEN PAID. OFFICE OF THE REGISTER OF DEEDS DATED THIS_____DAY OF______, 20____, STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE FILED FOR RECORD THIS_____DAY OF_____, 20____,AT____O'CLOCK,____.M., AND LAWRENCE COUNTY TREASURER:____ RECORDED IN DOC.____ APPROVAL OF HIGHWAY AUTHORITY STATE OF SOUTH DAKOTA COUNTY OF LAWRENCE THE LOCATION OF THE PROPOSED ACCESS ROADS ABUTTING THE COUNTY OR STATE HIGHWAY FEE:\$ AS SHOWN HEREON, IS HEREBY APPROVED. ANY CHANGE IN THE PROPOSED ACCESS SHALL LAWRENCE COUNTY REGISTER OF DEEDS REQUIRE ADDITIONAL APPROVAL. SHEET 2 OF 2 HIGHWAY AUTHORITY:_____ PREPARED BY: APPROVED: JMA 24 CLIFF ST. DATE: NOVEMBER 28, 2018 **ARLETH LAND** DRAWN: FD REV: DEADWOOD, SD 57732 SURVEYING, LLC SCALE: 1"=20' FILE: 9863.dwg 1-605-578-1637

SURVEYOR'S CERTIFICATE

STATE OF SOUTH DAKOTA

COUNTY OF LAWRENCE

POSITION DESCRIPTION

100

PART-TIME CUSTODIAN/FRONT DESK TRAINER

GENERAL PURPOSE

This is a part-time position with no benefits at 19 hours a week. This position is responsible for keeping the premises of the Rec Center building in a clean and orderly condition and to train all employees on all of the cleaning requirements of the Rec Center. Train new employees in the operation of the front desk.

SUPERVISION RECEIVED

Works under the general supervision of the Public Works Director and under the direct supervision of the Rec Center Director.

SUPERVISION EXERCISED

None.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Essential duties include the following. Other duties may be assigned.

To train new employees in the operation of the front desk.

To fill-in as needed at the front desk.

Clean and polish lighting fixtures, marble surfaces, and trim.

Clean rooms, hallways, lobbies, lounges, restrooms, locker rooms, corridors, elevators, stairways, and other work areas.

Sweep and scrub floors.

Clean rugs and carpets.

Dust furniture and equipment.

Empty wastebaskets.

Transport trash to disposal area.

Replenish bathroom supplies.

Work as a team with other staff members to maintain a safe environment.

Recognize potentially dangerous situations and take actions to eliminate any dangers.

Attend and participate in mandatory in-service trainings and staff meetings.

Perform other duties as may be necessary and assigned by the Rec Center director.

DESIRED MINIMUM QUALIFICATIONS:

EDUCATION AND EXPERIENCE

Must be at least 18 years of age.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Must have a strong ability to relate to children of all ages.

Must be able to respond professionally in emergency situations.

Must have good communication skills.

Must display leadership qualities and public relation skills

To perform this job successfully, an individual should demonstrate the following: respond to requests for service and assistance; meet commitments; give and welcome feedback; look for ways to improve and promote quality; demonstrate accuracy and thoroughness; work within approved budget; develop and implement cost saving measures; keep commitments; work with integrity and a good work ethic; follow policies and procedures; measure self against standard of excellence; prioritize and plan work activities; use time efficiently; accept responsibility for own actions; monitor own work to ensure quality; complete work in timely manner; strive to increase productivity; be consistently at work and on time; look for and take advantage of opportunities; ask for and offer help when needed; meet challenges with resourcefulness; generate suggestions for improving work; and must be able to apply common sense understanding to carry out simple one- or two-step instructions.

SPECIAL REQUIREMENTS

Must have 3 years' experience in housekeeping and operation of the Rec Center front desk.

TOOLS AND EQUIPMENT USED

Computer and all cleaning related tools.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; use hands or finger, handle, or feel and reach with hands and arms. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee must frequently lift and/or move up to 25 pounds.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually quiet.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approval:	Approval:
Supervisor	Appointing Authority
Effective Date:	Revision History:
FUNCTIONA	AL JOB DESCRIPTIONS
DATE:	
Position: <u>CUSTODIAN/TRAINER</u>	
Employee Name:	· · · · · · · · · · · · · · · · · · ·
Physician Approval:	
Date Developed: 11/29/18 Revision	ns:

PHYSICAL DEMANDS

Note: In terms of an eight hour workday.

ACTIVITY	HOURS AT ONE TIME	TOTAL IN AN 8 HOUR DAY	COMMENTS
Sit		<1	
Stand		1	
Walk		3	

Occasionally = 1% - 33% Frequencies

Frequently = 34% - 66%

Continuously = 67% - 100%

ACTIVITY	NONE	OCCASIONAL	FREQUENTLY	CONTINUOUSLY	COMMENTS
Bend/Stoop			X		
Squat		X			
Crawl	X				
Climb		X			
Reach		X			
Reach above shoulder level		X			
Crouch	an na tari	X			
Kneel	X				
Balance		X			
Push/Pull			X		

PHYSICAL DEMANDS

ACTIVITY	MAXIMUM	FREQUENTLY	CONTINUOUSLY	COMMENTS
Carry (pounds)	25 LBS	25 LBS		
Lift (pounds)	25 LBS	25 LBS		

ACTIVITY	RIGHT	LEFT	COMMENTS
Use of foot controls.	N/A	N/A	
Simple hand grasping	X	X	
Firm hand grasping	X	X	
Fine manipulating	X	X	

SENSORY PERCEPTIONS

NO

COMMENTS

YES

ITEM

Hearing: Less than 40db loss @ 500 Hz, 1000 Hz, and 2000 Hz with or without correction. Ability to receive detailed information through oral communication, and to make fine discriminations in sounds, such as when making fine adjustments on machined parts.		X	
Color Perception		X	
Depth Perception	Х		
Less than arm's length work.	Х		
70° field of vision.	X		
Potential Safety hazard.	N/A		
Requires protective clothing or personal protective devices.	X		GOGGLES, GLOVES, DUST MASK
Correctable vision to 20/40	Х		

ESSENTIAL FUNCTIONS

WORKING CONDITIONS	YES	NO	COMMENTS
Worker is subject to inside environmental conditions; protection from weather conditions but not necessarily from temperature changes.		N/A	
The worker is subject to outside environmental conditions; no effective protection from weather.		N/A	
The worker is subject to both environmental conditions; activities occur inside and outside.		X	
Worker is subject to extreme cold, temperatures below 32° for periods of more than one hour.		X	
Worker is subject to extreme heat, temperatures above 100° for periods of more than one hour.		X	
Worker is subject to noise. There is sufficient noise to cause the worker to shout in order to be heard above the ambient noise level.		X	
Worker is subject to vibration; exposure to oscillating movements of the extremities or whole body.	X		

Worker is subject to hazards. Includes a variety of physical conditions, such as proximity to moving mechanical parts, electrical current, working on high places, exposure to heat or chemicals.	X		VACUUMS, CHEMICALS FOR CLEANING, WORK IN WELL VENTILATED AREAS.
Worker is subject to atmospheric conditions; one or more of the following conditions that affect the respiratory system or the skin: fumes, odors, dusts, mists, gases, or poor ventilation.	X		
Worker is subject to oils. There is air and/or skin exposure to oils and other cutting fluids.		X	
Worker is subject to scheduled overtime.		X	
Worker is subject to unscheduled overtime.			
Worker is subject to emergency situations involving hazards, elements, and limited response time, creating stressful situations.		X	
Worker is subject to night work hours.	X		

MENTAL DEMANDS

MENTAL DEMANDS	YES	NO	INTENSITY/COMMENTS
Public Contact:			
Routine		X	
Complaint		X	
Emergency		X	
Handling Conflict		X	
Handling multiple priorities		X	
Make decisions with limited		X	
information.			
Make non-routine or unexpected		X	
judgments.			
Operate in absence of clear		X	
expectations or procedures.			
Operate under short time frames;		X	
deadlines			
Serious consequences of error.		X	
Use of tact and diplomacy.		X	
Reasoning:			
Apply procedure	X		
Develop new procedure		X	
Information ordering: arrange things	X		
or actions in a certain order.			
Visualization: imagining how	X		
something will work.			
Comparison of letters, numbers, or		Х	
patterns quickly and accurately.			

Communication Skills:			
Develop written communications		X	
requiring grammar skills.			
Interact with customers on an		X	
explanatory basis.			
Interact with groups of people.		X	
Math Skills:		6	
Basic skills of addition, subtraction,		X	
and multiplication.			
Advanced math skills.		X	
Reading Skills:			
Basic instructions material	X		
Technical information		X	
Other			
Other.			

JOB DESCRIPTION EMPLOYEE AGREEMENT for CUSTODIAN/FRONT DESK TRAINER

I, ______, have read and understand that the duties listed above are intended only as an illustration of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from this position if the work is similar, related or a logical assignment to the position.

Employee Signature

Date

RESOLUTION 2018-30

IDE

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

BE IT RESOLVED by the Deadwood City Commission that the following events, with their respective months of occurrence, are hereby recognized for the year 2019 as "special or civic event(s)" for purposes of Ordinances 15.32.100 and 15.32.140:

	Special or Civic Event:	Date(s) of Event:
1.	ISOC Deadwood SnoCross Shootout	January 25-26, 2019
2.	Mardi Gras	March 1–2 , 2019
3.	St. Patrick's Day	March 15-16, 2019
4.	Forks, Corks, and Kegs	April 5-6, 2019
5.	Wild Bill Hickok Days	June 14-15, 2019
6.	3 Wheeler Rally	July 9-14, 2019
7.	Days of '76	July 23-26, 2019
8.	Sturgis Rally	August 5-10, 2019
9.	Kool Deadwood Nites	August 22-25, 2019
10	. Oktoberfest	October 4-5, 2019
11	. Wild West Songwriter's Festival	October 10-11, 2019

Dated this 17th day of December, 2018.

ATTEST:

CITY OF DEADWOOD

Jessicca McKeown, Finance Officer

David Ruth Jr., Mayor

CITY OF DEADWOOD RESOLUTION 2018-31 A RESOLUTION SETTING FORTH A SCHEDULE OF RATES FOR USE BY THE CITY OF DEADWOOD

WHEREAS, City Ordinances require certain license fees, charges for services, and other designations to be established by resolution;

NOW THEREFORE BE IT RESOLVED THAT the City of Deadwood hereby establishes the following fees and other designations effective for the 2019 year:

Accident Report\$2.00
Animal Impound Fees:
First Impoundment\$25.00
Second Impoundment\$50.00
Third and Subsequent Impoundment\$100.00
Animal License:
Dog or cat, spayed or neutered\$5.00
Dog or cat, unsprayed or neutered\$10.00
Banner Fee \$150.00
Burial Fees-Oakridge:
Space, excluding recording fee\$125.00
For perpetual care(mandatory)\$75.00
City Hall Office:
NSF charges maximum allowed by SDCL 57A-3-421
NSF charges
Contractors License-new\$75.00
Contractors License-new\$75.00
Contractors License-new\$75.00 Contractors License-renewal (before February 15th) \$50.00 Horse Drawn Vehicles-limited to two\$75.00
Contractors License-new\$75.00 Contractors License-renewal (before February 15 th)\$50.00
Contractors License-new
Contractors License-new\$75.00 Contractors License-renewal (before February 15 th)\$50.00 Horse Drawn Vehicles-limited to two\$75.00 Grading Fee 0 to 10 cubic yards
Contractors License-new\$75.00 Contractors License-renewal (before February 15 th)\$50.00 Horse Drawn Vehicles-limited to two\$75.00 Grading Fee 0 to 10 cubic yardsno charge 11 to 50 cubic yards\$50.00
Contractors License-new
Contractors License-new
Contractors License-new

Nuisance/Labor Charge	
Weed Removal	\$71.50/hour
Snow Removal	\$71.50/hour
Repair for damage to city property	\$71.50/hour

Parking:

Broadway hourly:	
First hour	\$3.00
Second hour	\$5.00
Third hour to Twenty-four hours	\$10.00
Lost Ticket	\$10.00

Broadway leases:	
Employee lease	\$50.00/month
Annual lease:	
1-25 spaces	\$100.00/month
26-50 spaces	
50-119 spaces	\$75.00/month
120+ spaces	\$60.00/month
Maters I ower Main Street and Dianger Way/Ammeny	\$1.00/hour

Meters-Lower Main Street and Pioneer Way/Armory	\$1.00/hour
All other meters	\$.50/hour
Parking meter violation	\$10.00

Other offenses:

Within 72 hrs.	After 72 ł	nrs.	
Blocking driveway		\$ 25.00	\$ 34.00
No parking area		25.00	34.00
Yellow marked area		25.00	34.00
Dead storage over 24 hrs.		25.00	34.00
Snow removal area		25.00	34.00
Parking in unloading zone		35.00	44.00
Too near fire hydrant		25.00	34.00
Parked against traffic		25.00	34.00
Handicapped parking only		100.00	109.00
Red marked area		75.00	84.00
Unauthorized residential parking		25.00	34.00

Tow and Storage Fee for Abandoned

Vehicles.....\$125.00/+\$25.00/day

Pawn Broker.....\$100.00/annual

Recreation Center

Family Pass (parents and legal guardians and all children grade twelve (12) and under).

Daily - \$7.00 One (1) month - \$30.00 Three (3) month - \$82.00 Six (6) month - \$150.00 Single Adult (19-54) Daily - \$4.00 One (1) month - \$23.00 Three (3) month -\$55.00 Six (6) month - \$85.00 Child/Senior (0-12 and 55+) Daily - \$2.00 One (1) month - \$12.00 Three (3) month - \$30.00 Six (6) month - \$50.00 High School Student (13-18). Daily - \$2.00 One (1) month - \$15.00 Three (3) month - \$32.00 Six (6) month - \$55.00 **Corporate Family** One (1) month (family) - \$25.00 Three (3) month (family) - \$70.00 Six (6) month (family) - \$140.00 Corporate Single One (1) month - \$17.00 Three (3) month - \$44.00 Six (6) month - \$70.00 Key Cards Key - \$3.00 Locker Rental. Monthly - \$5.00 half locker; \$10.00 full locker.

Sign Permit Fee	\$100.00
Special Alcohol License	\$50.00/day
Staging fee-construction:	
Parking Space	\$125.00month
Use of City Property	\$500.00/month
Taxi License, Limit five, maximum twenty vehicles each additional (annual)	\$75.00 first/\$25.00

TENT RENTAL WITH APPROVED SPECIAL EVENT:

10' by 10' Set up and taken down by City Staff	\$100.00
20' by 30' Set up and taken down by City Staff	\$200.00

Trolley:

Fare	\$1.00/ride
All day pass	\$5.00/pass
Convention pass	\$5.00/pass
Punch card pass for 12 rides	
Group Rates:	
0 – 25 members	\$50.00
26 – 50 members	\$100.00
51 – 75 members	\$150.00
76 – 100 members	\$200.00
Each 25 additional	\$50.00
By showing a name tag of the registered group, rides would be un	limited, providing
the event does not last longer than two (2) consecutive days	

Utilities:

Water:

Water Usage	Water Rate
0 - 4,999	\$ 1.82 \$1.91 /1,000
gallons	gallons
5,000 - 9,999 gallons	\$ 2.21 \$2.32 /1,000 gallons
10,000 - 19,999	\$ 2.75 \$2.89 /1,000
gallons	gallons
20,000 - 49,999	\$ 3.31 \$3.48 /1,000
gallons	gallons
50,000 and over gallons	\$4.41 \$4.63 /1,000 gallons

Commercial accounts: Monthly minimum (demand) charge for all accounts, whether on or off, based upon meter size, per meter, as follows:

Meter Size	Cost
1 inch or less	\$44.56 \$36.23
1.5 inch	\$59.67

	\$48.51
2 inch	\$89.51 \$72.77
3 inch	\$134.25 \$109.15
4 inch	\$179.00 \$145.53
6 inch	\$268.51 \$218.30

with commercial water usage rates as follows:

Water Usage	Water Rate
0 - 9,999 gallons	\$3.31 \$3.48 /1,000 gallons
10,000 - 49,999 gallons	\$3.86 \$4.05 /1,000 gallons
50,000 and over gallons	\$4.41 \$4.63 /1,000 gallons

Waste water:

Residential	
Commercial one (1) inch or less meter	\$10.00 \$10.50 per month
Commercial meter greater than one (1) inch	\$20.00 \$21.00 per month

Garbage:

Residential and small commercial accounts (defined as in-home apartments on the same site as the primary residential account): will be charged at the current contract rate that the city must pay to a private contractor, which includes service and applicable tax, per month for all accounts, whether on or off.

Commercial accounts: Responsible for own garbage removal.

Vending (temporary) 60 day notice required:

Outside	\$750/14 days
Inside	\$250/14 days
Convention Center	\$1500/January-December

Zoning Fees:

Change of Zoning	\$150.00
Conditional Use Permit	
Selling unrecorded plat	\$100.00
Subdivision approval first lot, then thereafter	
Variance	\$150.00

Dated this 17th day of December, 2018.

David Ruth Jr., Mayor

ATTEST:

Jessicca McKeown, Finance Officer

(seal)

<u>CONTRACT BETWEEN CITY OF DEADWOOD AND</u> <u>GEOFF FILLINGSNESS</u>

This Agreement is between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 108 Sherman Street, Deadwood, South Dakota 57732, (hereinafter referred to as "CITY") and GEOFF FILLINGSNESS of Canton, South Dakota (hereinafter referred to as "FILLINGSNESS").

WHEREAS, FILLINGSNESS; has agreed to perform inspections of certain buildings

identified by the Public Works Director for the City of Deadwood and to prepare reports

regarding the condition of said buildings on a part time basis; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions for

which FILLINGSNESS shall perform the services; and

WHEREAS, the CITY has accepted the proposal from FILLINGSNESS to perform the

work set forth in this agreement at an hourly rate of Thirty Five and 00/100 Dollars (\$35.00); and

WHEREAS, the CITY has accepted the proposal from FILLINGSNESS, based upon the

representations made above, the parties agree as follows:

- 1. The Recitals set forth above are herein incorporated and made part of this Agreement;
- 2. FILLINGSNESS shall travel to Deadwood on an as needed basis to perform inspections of buildings identified by the Public Works Director for the City of Deadwood and to prepare reports regarding the condition of said buildings. After FILLINGNESS' initial trip to Deadwood for site evaluations, any subsequent trips made by FILLINGNESS must have prior approval by the CITY
- 3. CITY agrees to reimburse FILLINGSNESS for lodging expenses during times when he is required to stay in Deadwood in order to complete inspections with such expenses to be approved by the Public Works Director, Historic Preservation Committee Director and Planning and Zoning Director.
- 4. CITY agrees to reimburse FILLINGSNESS for mileage at the state rate for reimbursement for any travel required for inspections or Court testimony.

- 5. Following completion of reports, FILLINGSNESS agrees that he will travel to Deadwood and testify on behalf of the City as needed.
- 6. FILLINGSNESS shall provide his own office space, equipment and materials to meet the requirements of this agreement.
- 7. FILLINGSNESS may not subcontract any portion of this contract or any portion of the work.
- 8. FILLINGSNESS is an at will employee and either party may terminate this agreement upon providing the other party thirty (30) days notice in writing and served upon the other party via certified mail.
- 9. FILLINGSNESS shall indemnify, defend and hold harmless CITY, its employees and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expense including attorney's fees arising out of or in connection with any conduct or work of FILLINGSNESS as set forth in this agreement.
- 10. FILLINGSNESS shall submit an invoice to the City no later than thirty (30) days following completion of work.
- 11. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota.
- 12. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

[Signature page to follow]

Dated this _____ day of ______, 2018.

CITY OF DEADWOOD

By: David R. Ruth Jr., Mayor

ATTEST:

Jessicca McKeown City Finance Officer

PART-TIME EMPLOYEE

By: ______ Geoff Fillingsness

State of South Dakota) SS County of)

On this _____ day of _____, 2018, before me, the undersigned officer, personally appeared Geoff Fillingsness, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

Notary Public My Commission Expires:

ORDINANCE #1284 AN ORDINANCE AMENDING CHAPTER 5.40 TOURIST CONVEYANCES

WHEREAS, the Deadwood City Commission desires to amend Chapter 5.40 to add a penalty for violating any provision of Chapter 5.40 within the City of Deadwood, now therefore

BE IT ORDAINED by the Deadwood City Commission of the City of Deadwood, that Chapter 5.40 be amended as follows:

Chapter 5.40 TOURIST CONVEYANCES

5.40.010 Licenses -- Issuance -- Restrictions.

On or before the first day of <u>November December</u> of each year, the <u>commission City</u> <u>Commission</u> may issue annual licenses for the following calendar year to each tourist <u>bus or</u> conveyance <u>company</u> which offers or gives tours originating within the city on which tours travel or stay within the city, which licensees shall be limited and subject to the following:

A. The licenses will allow the licensee or their agent admittance to Mt. Moriah for the purposes of conducting tours. The admittance to Mt. Moriah shall be from May 1st through October 31st unless otherwise expressly permitted by the <u>City Ceommission</u>. Tourist buses or conveyances whose tours originate within the city shall not be admitted to Mt. Moriah unless licensed pursuant to this chapter.

B. Unless otherwise established by resolution or ordinance, the number of licenses issued under this chapter shall be limited <u>up</u> to three (3) tour buses <u>tourist conveyance</u> <u>companies</u> at any one time.

C. The <u>City Ceommission</u> shall have the authority to establish the parking areas or <u>and</u> origination location for each license issued. In addition, licenses shall not be issued until each tourist bus or conveyance provides the Chief of Police with a tour schedule. Each tourist bus or conveyance shall arrive and depart according to that schedule to ensure proper flow of traffic. Each tourist bus or conveyance may utilize a five (5) minute grace period for those scheduled times; each tourist bus or conveyance has five (5) minutes before and after the times set in the submitted tour schedule to arrive and depart. Any changes to be made to the submitted tour schedule shall be <u>re</u>submitted to the Chief of Police no sooner than at least seven (7) days prior to such change taking effect. Violations of this subsection shall subject each tourist bus or conveyance to suspension or revocation of its license under section 5.40.060.

D. A tourist bus or conveyance not originating within the city, or originating in the city but giving tours outside of the city, shall not be subject to the license provisions of this chapter; however, such buses or conveyances shall not be admitted or allowed within Mt. Moriah Cemetery and must comply with the requirements of Section <u>5.44.010</u> of the Deadwood Municipal Code.

E. Each licensee will be permitted to operate only one vehicle at any one time from assigned parking sites or origination location.

F. Each company will be permitted to operate only one vehicle on a regular basis in Mt. Moriah at any one time. If licensee's primary tour vehicle is disabled or requires maintenance, licensee may substitute or designate another tour vehicle until the primary tour vehicle is repaired and operable.

G. The conveyance operators shall carry public liability insurance in the minimum amount of one million dollars (\$1,000,000.00) per accident and shall provide the city with evidence of such insurance before the issuance of each license with the City of Deadwood as an additional insured. The licensee shall also sign such indemnification agreement as the city desires that will hold the city harmless from any and all liability arising from or out of the operation of any such tour bus.

5.40.020 Licenses – Revocation

A. Failure to comply with this chapter or any city ordinance, in any respect, will <u>may</u> be grounds, for revocation of the license.

B. No revocation shall be final until written notice of violation has been provided to the licensee and the licensee has had the opportunity of a hearing before the city commission concerning the grounds for revocation.

C. The licensee shall respond in writing to the notice of violation detailing specific objections to any alleged violation of this chapter within ten (10) days of receipt of written notice of violation. The commission <u>City Commission</u> shall set a hearing date to consider the merits of the alleged violation. The hearing on the matter shall be held within fifteen (15) days of receipt by the commission <u>City Commission</u> of any written objections from the licensee or proof of receipt of the notice of violation has been served on licensee. If the commission <u>City Commission</u> determines that the licensee has violated this chapter or any other city ordinance, it may suspend, place appropriate conditions on the continued use of the license or revoke the license.

5.40.030 Licensing policies and procedures

A. Applications for licenses required by this chapter shall be made on forms prescribed by the commission <u>City Commission</u> and shall be verified by the oath of the applicant, if an individual, or if a corporation, by an officer of such corporation.

B. All applications under this chapter shall be submitted to the <u>commission</u> <u>City</u> <u>Commission</u>, which has discretion to approve or disapprove the applications, depending on whether it deems the applicant a suitable person to hold such license and whether it considers the proposed location suitable.

C. Every application for a license shall be accompanied by the required application fee in the amount established by the annual fee ordinance.

D. Licenses granted pursuant to this chapter shall expire November 1st of each year.

5.40.040 Hearing on objections

In the event of objections to the issuance of any license, or upon request by any member of the commission <u>City Commission</u>, the commission <u>City Commission</u> shall fix a time and place for hearing upon all such applications, with at least ten (10) days' written notice prior to such hearing. At the time and place so fixed, the commission <u>City Commission</u> shall consider such applications and all objections thereto, if any, prior to the final decision thereon.

5.40.050 Transfer of license

Any license granted under this chapter may be transferred to a new location or another person. If the transfer is to another person, the licensee must show in writing, under oath, that he or she has made a bulk sale of the business operated under the license. The bulk sale may be conditioned upon the granting of a transfer of the license. The transferee must make an application exactly as if an original applicant and the application shall take the course and be acted upon as is an original application. No transfer of any license to another person may be granted until all municipal and state sales taxes and municipal fees incurred by the transferor as a result of the operation of the licensed business have been paid. If the transfer is to a new location, the licensee must make application showing all the relevant facts as to such new location, which application shall take the same course and be acted upon as if an original application. In case of any transfer or any license affected by this chapter, a fee of one hundred dollars (\$100.00) is required to continue the unexpired portion of the license.

5.40.060 Revocation or suspension of license - Additional grounds

A. The commission <u>City Commission</u> may suspend the license of an operator after opportunity for hearing, if hearing is demanded, upon proof that the licensee:

- 1. Has violated any provision of this chapter;
- 2. Is physically or mentally incompetent to drive a motor vehicle;
- 3. Has permitted an unlawful or fraudulent use of such license;
- 4. Has been convicted of a crime involving city property or fraudulent reporting.

B. The commission <u>City Commission</u> may revoke the license for the same grounds as set forth in subsection A of this section.

C. No revocation shall take place until written notice of the violation has been provided to the licensee and he or she has had the opportunity for a hearing before the commission <u>City Commission</u> concerning the grounds for revocation.

5.40.070 Preference to existing licensees.

In granting a license under this chapter, preference shall be given to prior licensees in good standing.

5.40.080 Standards of operation

All licensees operating pursuant to the provisions of this chapter shall observe the following standards of operation:

- A. Loudspeakers should shall be kept at minimum within sound levels in accordance with the City of Deadwood ordinance regulation noise;
- B. Abusive, obnoxious, <u>slanderess</u> and/or vulgar language over <u>loudspeakers</u> will not be allowed at any time. <u>Conversations and interactions between two operators</u> should be kept to a minimum, whether conducting a tour or parked on the street;
- C. Operators must make a reasonable effort to allow traffic to flow in a normal manner on the city streets by pulling to the side of the road to allow traffic to pass safely;
- D. Operators within Mt. Moriah Cemetery must be conscious of other <u>tour operators</u> and patrons on foot within the cemetery, both in regard to safe operation of their vehicles and to allowing all foot patrons equal access to all sites within the cemetery without obstruction. <u>Operators will be restricted to a strict 30-minute time</u> <u>limit inside the cemetery during each tour;</u>
- E. Operation of all vehicles will be in accordance with all state <u>and federal</u> motor vehicle regulations;
- F. The licensee shall be responsible for <u>providing proper documentation and paying</u> <u>payments as set forth by the finance office to</u> the <u>eity</u> <u>City of Deadwood an for the</u> admission fees to be determined <u>set by resolution through</u> by the <u>commission</u> <u>City</u> <u>Commission</u> for all persons admitted into Mt. Moriah. Such fee shall be due on each Monday for the previous week or on Tuesday if Monday is a holiday;
- G. Each licensee will be permitted to operate only one conveyance from its assigned parking site. Licensees shall supervise their operation so as to preserve the dignity of the City of Deadwood and Mt. Moriah at all times.
- H. <u>The City of Deadwood is committed to ensuring working conditions within the city's licensed tourist conveyance industry are safe; all workers, customers and city employees are treated with respect and dignity; and responsible business practices are followed.</u>

Violations to this code or other subsections of this chapter shall be reported through a formal written complaint process. All written complaints will be given to the Chief of Police who will in turn present the complaint to the Deadwood Parking and Transportation Committee (P&T). The P&T Committee will consider all facts of the complaint. If the P&T Committee deems the complaint to be valid, the committee may make a recommendation to the Deadwood City Commission for possible disciplinary actions against the offending licensed operator.

5.40.090 Selection of licenses when excess applications are made.

Preference to existing licensees.

In granting a license under this chapter, preference shall be given to prior licensees in good standing

Selection of licensees when excess applications are made

When there are more applicants than licenses available pursuant to this chapter and after preference is given to existing licensees as provided in Section 5.40.070, the available license(s) will be awarded to a qualifies operator(s).

- A. A qualified operator licensee is one who:
 - 1. Demonstrates to the satisfaction of the eity <u>City Commission</u> sufficient financial capacity to actually engage in the tour conveyance business;
 - 2. Meets all other requirements of this chapter;
 - 3. Resides at the time of the application within the Lead-Deadwood School District 5040-1.
 - B. If more applicants than licenses remain, licenses will be awarded according to the highest sealed bid, per criteria set by the commission <u>City Commission</u>.

5.40.100 Non-use of license

A. Any license granted pursuant to this chapter shall be deemed abandoned by the licensee if such license is not in active use by the licensee by June 1st of each respective year. Non-use shall result in revocation of such license by the <u>commission City Commission</u> and issuance of a new license pursuant to the terms of this chapter.

B. Any license having no activity for any given ten (10) day period during June, July and August will be deemed abandoned with the exception of the official dates of the bike rally in August.

5.40.110 Violation—Penalty.

The failure to obtain a license as required by this chapter or any other violation of this chapter shall subject the person failing to obtain the license or violating the ordinance to a fine in the maximum amount of five hundred dollars (\$500.00) for each offense. Each day of operation without compliance with the terms of this chapter shall be deemed a separate offense.

Dated this 7th of January, 2019.

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

Jessicca McKeown, Finance Officer

First Reading: Second Reading: Published: Adopted: December 17, 2018 January 7, 2019 January 10, 2019 January 30, 2019

TO AMEND CHAPTER 15.32 SIGNS

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, TO AMEND CHAPTER15.32 AS FOLLOWS:

15.32.140 Allowed signs not subject to permit

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

15.32.180 Enforcement – Violation - Penalty.

- A. The city <u>code official building inspector</u> or <u>the city planner are</u> is authorized and directed to enforce all provision of this chapter.
- B. Removal-Notice-Lien. The city <u>code official building inspector</u> or <u>the city planner</u> or their his or her designee, in the case of any violation of this chapter, shall take immediate steps to require compliance, including the immediate removal of any signs that do not conform with the provisions of this chapter. In addition to the following enforcement procedures, the city <u>code official building inspector</u> or <u>the city planner</u> or their his or her designee, is are authorized to immediately remove any off-premises advertising sign or banner without prior notice to the owner thereof.

1. If the city <u>code official building inspector</u> or <u>the city planner</u> finds-that any <u>on premise</u> sign is in violation of the provisions of this chapter, <u>they he or she</u> shall give written notice by registered or certified mail to the owner or person entitled to possession of the sign and the owner of the property where the sign is located. If such person fails to alter or remove the sign so as to comply with this chapter within five days after receipt of such notice, or within such longer time period as is specified in the notice, the building inspector shall cause such sign to be removed at the expense of the property owner and the person entitled to possession of the property or sign, and shall, upon the determination of such expense, certify the same to the finance officer.

D. Sign Fund. Fines collected for the violation of the chapter and as application fees shall be put into a sign fund, and shall be used exclusively to assist in the enforcement and administration of this chapter.

D. Administrative Citations. The city code official or the city planner may employ the provisions of this section to secure compliance with this title. This section provides for administrative citations and fines which are in addition to all other legal remedies criminal or civil, which may be pursued by the city the use of this section shall be at the sole discretion of the city building inspector or the city planner.

1. Warning of an Administrative Citation.

a. Whenever the code official or the city planner determine that a violation of title 15.32 has occurred, the code official or the city planner may issue a written warning of an administrative citation to any person and/or owner responsible for the violation. A warning shall be served as a prerequisite to the issuance of a first administrative citation.

b. In the code official or city planner's sole discretion, the following dispute resolution process may be utilized. The code official shall schedule a meeting that shall be attended by the complainant and the person and/or owner responsible for the violation, the code official and a city-appointed facilitator. If the problem can be resolved as a result of this meeting, all formal enforcement proceedings shall be suspended, pending successful implementation of any and all agreements reached at the dispute resolution meeting. If the problem cannot be resolved in a satisfactory manner, formal enforcement proceedings shall again commence. Failure of the responsible party to attend the dispute resolution meeting shall be cause for formal enforcement procedures to continue to the next appropriate step.

c. The code official or city planner shall provide for a reasonable period of time to correct the violation after considering the circumstances of the case, prior to the issuance of an administrative citation. A warning shall not be required before the issuance of a second or any subsequent administrative citation for a continuing or repeated violation.

d. A warning shall include the same information as required under subsection (2) (b) of this section, as well as the following: A time limit by which the violation shall be corrected, after which an administrative citation may be issued if the violation is not fully corrected. A statement that the city intends to charge the person and/or owner for all administrative costs associated with code enforcement activity.

2. Administrative Citation.

a. Whenever the code official or the city planner determine that a violation has occurred, the code official or the city planner may issue an administrative citation to any person and/or owner responsible for the violation provided that any required warning has first been issued. Each and every day during a portion of which a violation of a code is committed, continued or permitted is a separate and distinct violation for which an administrative citation may be issued.

b. Each administrative citation shall contain the following information:

- 1. <u>The date of the violation;</u>
- 2. <u>The address or a definite description of the location where the violation occurred;</u>
- 3. <u>The code section(s) violated and a description of the violations;</u>
- 4. <u>A description of how the violation can be corrected;</u>
- 5. <u>The amount of the fine for the code violation;</u>
- 6. <u>A description of the fine payment process, including a description of the time within</u> which and the place to which the fine shall be paid;
- 7. <u>An order prohibiting the continuation or repeated occurrence of the code violation</u> <u>described in the administrative citation;</u>

- 8. <u>A description of the administrative citation review process, including the time</u> within which the administrative citation may be contested by submitting a request for hearing form; and
- 9. The name and signature of the citing enforcement officer.

3. Service of Warning or Administrative Citation. Service (delivery) of a warning or an administrative citation may be accomplished by any of the following methods:

a. Personal Service. The code official or the city planner, or an authorized designee, may obtain the signature of the person and/or owner responsible for the code violation on the administrative citation. If the responsible person and/or owner refuses or fails to sign the administrative citation, the failure or refusal to sign shall not affect the validity of service nor of the citation and subsequent proceedings.

b. A combination of service by first class mail and posting. service may be provided by (a) deposit in the United States mail, in a sealed envelope sent first class postage prepaid, addressed to the person and/or owner to be notified at the last-known business or residence address as the same appears in the current public records or other records pertaining to the matter to which the notice is directed, in combination with (b) posting a copy of the administrative citation in a conspicuous place on or near the property on which the violation is located. Service by mail and posting shall be deemed to have been completed at the later of either the time of deposit in any official United States postal box or the time of posting. The failure of the responsible person and/or owner to receive a properly addressed and mailed or posted administrative citation shall not affect the validity of the service nor of the citation and subsequent proceedings. Failure of a posted notice to remain in place after posting shall in no way affect the validity of the service nor of the citation and subsequent proceedings.

Dated this 7th day of January, 2019

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

First Reading:	December 17, 2018
Second Reading:	January 7, 2019
Published:	January 10, 2019
Adopted:	January 30, 2019

ORDINANCE NUMBER 1286 TO AMEND CHAPTER 15.01 INTERNATIONAL BUILDING CODE

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, TO AMEND CHAPTER15.01 AS FOLLOWS:

15.01.010 International Building Code - Adopted

Certain documents, one copy of each is on file in the office of the building inspector, being marked and designated as the International Building Code, 2012-2018 edition, including International Property Maintenance Code, 2012-2018 International Existing Building Bode, 2012 2018 Chapters 1-24 and 44 of the International Residential Code, 2012-2018, International Mechanical Code, 2012-2018 International Fire Code, 2012-2018 and Appendix J of the International Building Code, 2012-2018, and amendments or additions thereto, as published by the International Code Council, be and is hereby adopted as the Building Code of the City of Deadwood, for regulating and governing the conditions and maintenance of all property, building and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupational use; and the condemnation of buildings and structures unfit for human occupancy; and use and the demolition, alteration, relocation or repair of such structures and considering the historical character and significance of any buildings as herein provided; providing for the issuance of all permits, the appeal of decision by the building official and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Building Code on file in the office of the building inspector are hereby referred to, adopted and made part hereof, as if fully set out in this chapter, with the additions, insertions deletions and changes, if any, prescribed in the following sections.

15.01.20 Exceptions

- A. The following sections and subsections of the International Residential Code 2012 2018 allows for unvented room heaters under conditions set forth in Section G2445 (621). This section is inconsistent with the safety and welfare of the citizens of the City of Deadwood. This section shall therefore be deleted and excepted from the codes adopted by 15.01.010, and replaced by the following: no unvented or directed fired fuel-burning equipment shall be installed or used to provide comfort heating within any occupancy group other than Group S or U.
- B. Section <u>R213.2</u> of the International Residential Code <u>2012_2018</u> is not adopted requires a fire sprinkler system in one and two family dwellings. An automatic fire sprinkler system shall not be required in one and two single family dwellings. <u>If an</u> <u>automatic fire sprinkler is installed it shall be designed and installed in accordance</u> <u>with NFPA 13D.</u>

- C. This ordinance shall not apply to mobile or manufactured homes as defined in SDCL Chapter 32-7A which are constructed in compliance with the applicable prevailing standards of the United States Department of Housing and Urban Development at the time of construction.
- D. This ordinance shall not apply to any specialty resort or vacation home establishment as defined in SDCL Chapter 34-18 that is constructed in compliance with the requirements of Group R-3 of the <u>2012-2018</u> edition of the International Building Code.

Dated this 7th day of January, 2019

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

First Reading:	December 17, 2018
Second Reading:	January 7, 2019
Published:	January 10, 2019
Adopted:	January 30, 2019

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, TO AMEND CHAPTER 5.12 AS FOLLOWS:

5.12.060 Compliance with codes

All work performed by a contractor shall be in compliance with current Uniform Building Code and Uniform Mechanical Code as adopted by the city as well as all other ordinances and state codes including the South Dakota Electrical and Plumbing Code, including the maintenance of any licenses required by state law or code.

Dated this 7th day of January, 2019

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

First Reading:	December 17, 2018
Second Reading:	January 7, 2019
Published:	January 10, 2019
Adopted:	January 30, 2019

ORDINANCE NUMBER 1288 TO AMEND CHAPTER 15.12 ELECTRICAL CODE

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, TO AMEND CHAPTER15.01 AS FOLLOWS:

15.12.010 National Electrical Code Adopted.

The National Electrical Code, 1988 edition, (NFPA 70-1990), is adopted and incorporated into this code by reference. A printed copy of such code shall be on file in the office of the city auditor.

15.12.020 Restrictions to the use of non-metallic sheathed cable in commercial buildings.

Non-metallic sheathed cable (defines as a factory assembly of two (2) or more insulated conductors having an outer sheath of moisture resistant, flame-retardant, non-metallic material); specifically Types NM, NMC and NMS cables are not permitted to be used in hotels, motels, gaming establishments, commercial, mercantile, industrial, institutional, and public buildings.

Dated this 7th day of January, 2019

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

First Reading:	December 17, 2018
Second Reading:	January 7, 2019
Published:	January 10, 2019
Adopted:	January 30, 2019

ORDINANCE NUMBER 1289 TO AMEND CHAPTER 17 ZONING

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEADWOOD, TO AMEND CHAPTER15.32 AS FOLLOWS:

17.08.010 Definitions.

As used in this title:

"Bed and breakfast establishment" means:

2. No bed and breakfast home shall be located on a lot closer than two hundred (200) feet or eight residences, whichever is greater, from any other lot containing a bed and breakfast home. However, the planning and zoning commission may waive the distance limitation if the structure is listed on the National Register of Historic Places or eligible for individual listing on the National Register of Historic Places. The Deadwood building inspector shall inspect the premises to insure compliance with the Uniform Building Code;

3. Applicants proposing tandem parking shall be required to provide a control board for the keys of the guests. The owner/manager shall be responsible for the control board. The subject residence proposed for a bed and breakfast shall be required to provide the following: (a) water meter, if one has not been installed on the subject premises; (b) proof of a state excise tax number shall be provided to the planning and zoning office for their files; and (c) proof that the business improvement district has been notified of the bed and breakfast establishment.

"Certificate of Occupancy" means a document issued by the city which stated that the described portion of a building has been inspected for compliance with the requirements of the Uniform Building Code and division of occupancy and the use for which the proposed occupancy is classified.

"Undertaking" or "project" means any demolition of any building or structure or historic resource and any other action or contemplated action which requires a permit under any ordinance adopted by the city including the Uniform Building Code, edition, as adopted and/or amended, by the city commission.

Dated this 7th day of January, 2019

CITY OF DEADWOOD

David Ruth Jr., Mayor

ATTEST:

First Reading:	December 17, 2018
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Additional information

OFFICE OF **PUBLIC WORKS** 67 Dunlop Avenue Telephone (605) 578-3082 Fax (605) 578-3101 DEADWOOD

"The Historic City of the Black Hills" Deadwood, South Dakota 57732 TRENT MOHR Building Inspector Dept. of Public Works Telephone: (605) 578-3082 Fax: (605) 578-3101

MEMORANDUM

Date: December 14, 2018

To: Mayor Dave Ruth Jr. and City Commissioners

Re: Proposed Ordinance Change

I am proposing an ordinance change. The result of the ordinance change will be to remove outdated references to past codes and adopt and amend the 2018 editions of the International Building Code (IBC), International Mechanical Code (IMC), International Fire Code (IFC), International Residential Code (IRC), International Existing Building Code (IEBC), and International Property Maintenance Code (IPMC). These codes are published by the International Code Council (ICC). Currently Deadwood has adopted the 2012 editions of these same codes. These codes are collectively referred to as the Building Code. New code editions are published every three years. Any changes to the code undergo hearings and comment periods and are voted on by members of the ICC. I am a member of the ICC on behalf of Deadwood. Code changes are generally the result of new building materials, new technology or methods, or to address some widespread failure in building systems that cause loss of life, injury or property damage. Sometimes a single tragedy can spur a code change. In the 2018 IFC there is a change directly related to the Station Nightclub fire that occurred in 2003. Although Deadwood has not in the past adopted the new editions of the code as they are published, it is my intent on a going forward basis to do so.

The effective date of this ordinance change will determine when the 2018 Building Code will be applied. All permits applied for and issued after that date will have to be in compliance with the 2018 Building Code. All previously issued, open permits will remain under the 2012 Building Code.

I foresee no negative impact on future building projects in Deadwood as a result of the differences between the 2012 and 2018 code requirements. Below is summary of what I feel will be the major change in each different code.

- IBC the 2018 code addresses security in educational occupancies. This will allow for schools to add security features at the same time ensuring compliance with egress and accessibility (ADA) requirements.
- IMC this companion code to the IBC contains no major changes to what is currently required in Deadwood.
- IFC one of the changes in this code requires existing assembly occupancies where alcohol is served and the occupant load is 300 or more to install fire sprinkler systems. We have no buildings in Deadwood where this would apply.

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- IRC the major change we will see in the 2018 IRC actually first appeared in the 2015 edition. This change covers the requirements for deck construction and is the result of widespread deck failures across the country.
- IEBC no major changes to what is currently required in Deadwood.
- IPMC there are requirements added to the 2018 IPMC to maintain fire rated walls and ceilings, fire protection systems such as fire sprinklers, and fire detection systems such as smoke detectors. This has been and continues to be required by the IFC, but as the IPMC is meant to be a standalone code it is proper to add these requirements here as well.

The budget impact to the City of this ordinance change is the cost of new code books, which I budgeted for and purchased out of my 2018 budget. \$1,025.75 was the total.

Lastly, in anticipation of adopting the 2018 codes I have been working with the design teams for the following near future projects; the remodel of the elementary school, the chalets at Deadwood Mountain Grand, the remodel of the Franklin Hotel, and the hotel addition at Tin Lizzies to ensure these projects will be in compliance with the new codes.

Respectfully Submitted,

1+ Chal

Trent Mohr Building Inspector