

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA
Regular Meeting
5:00 p.m. Monday, October 1, 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. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVE MINUTES OF September 17, 2018**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**
 - A. Present Years of Service Awards to City of Deadwood employees.
 - B. Paul Thomson, Lawrence County Emergency Manager Elected Officials Briefing
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. Pass Resolution 2018-24 Approving Cash Transfers Between Funds
 - B. Pass Resolution 2018-25 Establishing Fee for Temporary Meter Rental
 - C. Acknowledge completion of TIF 10 and payments by Optima LLC to RCS Construction in the amount of \$3,233,374.75, \$2,600,000.00 of which will be repaid utilizing project tax increment revenue receipts and direct Finance Officer to sign Certification of Completion of Site Improvements
 - D. Acknowledge Homeland Security Grant award submitted by Kelly Fuller to purchase four folding ballistic shields. Total cost \$13,226.67, 20% city match.
 - E. Acknowledge payment to South Dakota Public Assurance Alliance for 2018-2019 liability insurance at cost of \$215,664.00, paid from Commission line item (budgeted)
 - F. Allow Deadwood History Inc. to serve complimentary beer and wine at Adams Museum Exhibit opening on November 7 from 5:00 – 7:00 p.m.
 - G. Permission to purchase 300 tons of sand from Hills Material for \$15.00/ton (\$4,500.00 total) from Streets Department (budgeted)
 - H. Permission to purchase 100 tons of salt from Blackstrap Inc. at \$85.00/ton (\$8,500.00 total) from Streets Department (budgeted)
 - I. Purchase gym divider curtain including labor from Specialty Installation LLC for Rec Center in the amount of \$6,365.00, to be paid from Rec Center Equipment line item (budgeted)
 - J. Permission to extend 160 hours of vacation for Kelly Fuller to November 30, 2018.

- K. Permission to hire Armstrong Fire Extinguisher Service for annual fire extinguisher maintenance at cost of \$2,606.00 to be paid from Public Buildings
- L. Approve proposed changes to job description for Public Buildings Maintenance Technician and increase pay rate from \$19.06 an hour to \$20.73 an hour
- M. Permission to advertise for 5 days in house for Public Buildings Maintenance Technician, then advertise to public
- N. Permission for Mayor to sign Agreement for Main Street Master Plan Phase 1 Services with Winter & Company (approved September 17, 2018)
- O. Request use of public property and waiver of parking lot fees for Lead-Deadwood Girls Softball Tournament June 21 through June 23, 2019
- P. Purchase two benches from Victor Stanley from Historic Preservation General Maintenance line item
- Q. Approve payment to Deadwood Electric in the amount of \$2,544.67 for Rodeo Grounds electric work, to be paid from Historic Preservation Rodeo Grounds Capital Asset account

7. BID ITEMS

8. PUBLIC HEARINGS

- A. Hold public hearing for Harvest Jubilee: street closure October 20 from 11:30 a.m. to 5:00 p.m. pending proof of insurance at time of event
- B. Pass Resolution 2018-26 and set public hearing for BID 1-6 Levy on November 5, 2018.
- C. Set public hearing on October 15 for SnowCross Event: open container, waiver of vending, banner fees and fireworks display on January 25 and 26.
- D. Set public hearing on October 15 for K9 Keg Pull Event: open container, street closure on January 26

9. OLD BUSINESS

- A. Update on property located at 20 Washington

10. NEW BUSINESS

- A. First Reading of Ordinance #1280 Amending Chapter 8.08.010 Fireworks and Burning
- B. Act as Board of Adjustment and approve or deny final plat of Lots 1 and 2 of APEX SUBDIVISION, general location 612 to 614 Main St. Approved by Planning and Zoning on 9/19/18.
- C. Act as Board of Adjustment and approve or deny of Findings of Fact for a Conditional Use Permit for a Tattoo Business at 79 Sherman Street for Dustin Flynn dba Rellik Tattoo. Approved by Planning and Zoning on 9/19/18.
- D. Permission to contract with Dharma Tree Care to trim trees and shrubs at Gordon Park at cost of \$11,500.00 to be paid from Parks Budget
- E. Allow Mayor to sign addendum and extend Concession Agreement with Cheyenne Crossing Store, LLC for three years to November 14, 2021 as allowed by Part A in original contract
- F. After reviewing proposals for Construction Manager at Risk, approve entering into negotiations with Scull Construction in an amount not to exceed \$300,000.00 for public gathering space project

11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

- A. Bureau of Land Management Public Hearing on shooting range will be held on October 4 at 4:30 p.m.at Brownsville Fire Station

12. EXECUTIVE SESSION

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

13. ADJOURNMENT

REGULAR MEETING, SEPTEMBER 17, 2018

Special Session of the Deadwood City Commission convened at 4:00 p.m. on September 17, 2018, 102 Sherman Street, Deadwood, South Dakota. After the meeting was called to order, Mayor Turbiville adjourned to Executive Session with the following members present: Finance Officer Nelson, Asst. Finance Officer Morrison, Commissioners David Ruth Jr., Charlie Struble, Gary Todd, and Sharon Martinisko via conference call. After coming out of executive session at 4:35, Ruth moved, Struble seconded to direct Finance Office to set up interviews for Finance Officer position on October 8, 2018.

The Regular Session of the Deadwood City Commission convened on Monday, September 17, 2018 at 5:00 p.m. in the Deadwood City Commission Chambers, 102 Sherman Street, Deadwood, South Dakota. Mayor Turbiville called the meeting to order with the following members present: Department Heads, City Attorney Quentin L. Riggins, and Commissioners David Ruth Jr., Charlie Struble, Gary Todd and Sharon Martinisko via conference call. All motions passed unanimously unless otherwise stated.

APPROVAL OF MINUTES

Todd moved, Struble seconded to approve the minutes of September 4, 2018. Roll Call: Aye-All. Motion carried.

APPROVAL OF DISBURSEMENTS

Struble moved, Ruth seconded to approve the September 17, 2018 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS	MAINTENANCE	5,556.00
A & B WELDING	SERVICE	176.25
A & I DISTRIBUTORS	SUPPLIES	525.90
ACE HARDWARE	SUPPLIES	27.56
ACE INDUSTRIAL	SUPPLIES	2,723.90
ALBERTSON ENGINEERING	PROJECT	2,216.37
ALLIED CONSTRUCTION	REFUND	240.00
AMANO MCGANN	KIOSK	16,172.98
AMAZON	SERVICE	786.76
ARMSTRONG EXTINGUISHER	MAINTENANCE	225.36
ARROWHEAD FORENSICS	SUPPLIES	394.21
ATCO INTERNATIONAL	SUPPLIES	339.00
AVENET	SERVICE	50.00
BARCO PRODUCTS	BENCH	1,006.71
BESSO, MIKE	GRANT	731.90
BH CHEMICAL	SUPPLIES	1,505.92
BH ENERGY	SERVICE	31,449.54
BH PIONEER	ADS	674.98
BH SECURITY	REPAIR	342.09
BOMGAARS	SUPPLIES	192.48
CAMPBELL SUPPLY	SUPPLIES	35.91
CENTURY BUSINESS	CONTRACT	604.62
COCA COLA	SUPPLIES	320.00
COMPETITIVE MASONRY	PROJECT	6,759.00
CONOVER, MICHAEL	PROJECT	14,030.64
CULLIGAN	SUPPLIES	93.00
DEADWOOD ALIVE	SEPTEMBER	20,000.00
DEADWOOD CHAMBER	BILL LIST	69,933.79
DEADWOOD HISTORY	AD	300.00
ECOLAB	SERVICE	90.00
EMERY-PRATT	BOOKS	16.79
EPCO ENVIRONMENTAL	SUPPLIES	611.03
FASTENAL COMPANY	SUPPLIES	571.42
GALLS	SUPPLIES	131.24
GOLDEN WEST	SERVICE	3,362.75
GUNDERSON, PALMER, NELSON	SERVICE	4,309.13
INTERSTATE ENGINEERING	PROJECT	787.60
JACOBS WELDING	SERVICE	215.10
JOHNSON, MICHAEL	GRANT	10,364.35
KAMINSKY, SULLENBERGER	SEMINAR	250.00
KDSJ	ADS	160.00
KONE	MAINTENANCE	455.40
LAWRENCE CO. REGISTER	RECORD	120.00
LEAD-DEADWOOD SANITARY	USAGE	33,562.81
LIGHTING PLASTICS	SUPPLIES	1,004.20
LOWE ROOFING	PROJECT	2,075.00
LYNN'S	SUPPLIES	39.90
M&M SANITATION	RENTAL	455.00
MARCO	CONTRACT	471.37
MEHLBERG CONSTRUCTION	PROJECT	2,489.80
MICHAEL TODD	SUPPLIES	56.37
MIDWEST TAPE	DVDS	136.32
MOLLY CORPORATION	SUPPLIES	76.16
MDU	SERVICE	2,283.93
MS MAIL	SERVICE	115.00
NEIGHBORHOOD HOUSING	SERVICE	7,452.86
NELSON, MARY JO	REIMBURSEMENT	99.99
NETWORK SERVICES	SUPPLIES	296.38
NEWKIRK CONSTRUCTION	GRANT	2,521.48
NORTHERN HILLS TECHNOLOGY	SERVICE	32.50
NUGGET SALOON	GRANT	4,472.83
OPHEIM, JOSEPH AND JULIE	GRANT	3,486.22
PAPOUSEK, SONYA	REIMBURSEMENT	30.01

REGULAR MEETING, SEPTEMBER 17, 2018

PETE LIEN & SONS	PROJECT	251.88
PETTY CASH	PLANNING/ZONING	74.70
PITNEY BOWES	LEASE	250.05
PL CARPENTRY	PROJECT	12,086.97
POWERPLAN	SHIPPING	5,091.32
QUIK SIGNS	SIGNS	629.53
QUILL	SUPPLIES	86.37
RAKOW, JASON	MEETINGS	250.00
RAPID CITY JOURNAL	ADS	927.00
RAPID DELIVERY	DELIVERY	25.88
RAPID EXTERIORS	PROJECT	25,100.83
RASMUSSEN MECHANICAL	REPAIR	945.60
RCS CONSTRUCTION	PROJECT	29,405.81
REASAW, RALPH	GRANT	10,000.00
REGIONAL HEALTH	TESTING	145.00
RUSHMORE OFFICE	BOOK	23.95
SD BUREAU OF INFO	DVDS	135.00
SD COMMISSION ON GAMING	CITY SLOTS	29,829.55
SD SECRETARY OF STATE	NOTARY	30.00
SIMON MATERIALS	SUPPLIES	292.75
SJOMELING, ROBERT	GRANT	1,200.00
SOUTHSIDE SERVICE	REPAIR	170.00
STRETCH'S	SERVICE	1,414.83
STURDEVANT'S	SUPPLIES	714.22
SUMMIT SIGNS	SIGNS	390.00
TEMPERATURE TECHNOLOGY	REPAIR	3,470.93
TOMS, DON	PROJECT	500.00
TRUGREEN	SERVICE	249.69
TWIN CITY HARDWARE	SUPPLIES	1,358.13
TWIN CITY HARDWARE	GRANTS	5,968.33
UMENTHUM, KEITH	GRANT	6,762.99
VANWAY TROPHY	AWARDS	24.40
VERIZON NETWORKFLEET	SERVICE	103.75
VIEHAUSER ENTERPRISES	SUPPLIES	23.96
VIGILANT BUSINESS	INVESTIGATION	111.00
WARNE CHEMICAL	SERVICE	5,300.00
WASTE CONNECTIONS	SERVICE	7,619.95
WEST RIVER MASONRY	PROJECT	1,367.35
WHEELER LUMBER	PROJECT	2,572.80

TOTAL \$414,922.33

ITEMS FROM CITIZENS ON AGENDA

Proclamation

The Mayor read a proclamation declaring October 1, 2018 as World Habitat Day in Deadwood.

Transfer

Chief Fuller explained the process for transfer to take place, and recommended transfer. Ruth moved, Struble seconded to allow Brad Meehan, owner of Dakota Taxi LLC, to transfer business license to Crystal Adams, contingent upon filing new business license application, paying all applicable fees, licensing, providing insurance and vehicle inspection. Roll Call: Aye-All. Motion carried.

CONSENT

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

- A. Approve Special Alcohol License and allow Deadwood History Inc. to serve liquor at Days of '76 Museum October 16 from 5:30 p.m. to 8:00 p.m. for party
- B. Permission to hire Pete Morris and Edmond Ryan as Rec Center front desk receptionists at \$9.20 per hr. effective September 20, 2018 pending pre-employment drug screening, and transfer Jerilyn Rich from Mt. Moriah booth attendant to Rec Center front desk receptionist at \$9.20 per hr. effective September 18, 2018
- C. Permission to remove the following seasonal and inactive employees from payroll: Kathleen Winckler, Jacob Schlinkert, Jerrad Mattson, Susan Stalder, Donna Randolph, Colt Bradley, Kaycee Cameron, Hunter Lysne, Caleb Percy, Christian Casias, Kadden Dillman, Kole Frisinger, Zak Mau, Tyler Rohn and Paige Barthel.
- D. Permission to increase wage of part-time Trolley Driver Dale Marlow from \$12.73 per hr. to \$13.40 per hr. effective September 20, 2018 after two years of service.
- E. Approve Resolution 2018-22 and Rename Fund 0216, Revolving Loan Fund to Revolving Loan and Grant Fund

RESOLUTION 2018-22, A RESOLUTION TO RENAME CERTAIN ACCOUNTING FUNDS IN THE CITY OF DEADWOOD

Be it resolved by the Deadwood City Commission that on September 17, 2018, the City of Deadwood has approved the following accounting transaction:

REGULAR MEETING, SEPTEMBER 17, 2018

- Fund 0216 currently named Revolving Loan Fund shall be renamed as Revolving Loan **and Grant Fund**.

Dated this 17th day of September, 2018

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

- F. Approve Resolution 2018-23 To Surplus City owned Real Estate, Lots MK3 through MK6 of Mickelson Trail, allow Mayor to sign Quit Claim Deed to Deadwood-Lead Economic Development Corporation and Certificate of Real Estate Value

RESOLUTION 2018 –23

RESOLUTION TO SURPLUS CITY OWNED REAL ESTATE

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

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

Lots MK3 Thru MK6 of the Mickelson Trail; Being Portions of M.S. 207, Probate Lots 417 and 420, School Lot 19, Charles Street, Part of the Former Railroad Right of Way and part of Lots 3 thru 23 of Block 79 of Original Town of Deadwood, Lawrence County, South Dakota.

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

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

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

Dated this 17th day of September, 2018

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

- G. Terminate Dustin Nelson from Public Buildings Maintenance position effective September 7, 2018
- H. Allow Finance Office to pay NAJA Shriners 2018 Bed and Booze allocation in the amount of \$3,500.00 (budgeted)
- I. Permission for Mayor to sign Oakridge Cemetery Certificate of Purchase and Warranty Deed for Bruce and Kristina Jordan
- J. Permission to hire Visionary Landscaping in the amount of \$4,854.45 to prepare ground, install sod, and monitor at Gordon Park, to be paid from Parks budget
- K. Approve payment to PL Carpentry in the amount of \$6,603.84 for grandstand stair repair, to be paid from HP Capital Assets

PUBLIC HEARINGS

Homecoming

Public hearing was opened at 5:05 p.m. by Mayor Turbiville. No one spoke in favor or against, hearing closed. Todd moved, Ruth seconded to approve street closure on Main Street from Tin Lizzie Gaming Resort to Masonic Temple on September 28 from 2:00 p.m. until parade ends for Lead-Deadwood High School Homecoming Parade. Roll Call: Aye-All. Motion carried.

Jubilee

Mayor stated at the request of applicant, hearing will be rescheduled for October 1. Ruth moved, Struble seconded to reschedule public hearing for October 1 and direct Finance Officer to publish Notice of Hearing. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, SEPTEMBER 17, 2018

OLD BUSINESS

Agreement

Commissioner Ruth recused himself. Attorney Riggins stated as well as the revisions mentioned, the full cost of demolition of pavilion will be added to the agreement. Struble moved, Martinisko seconded to approve the following revisions to City of Deadwood and Super G Investment Corporation Land Exchange Agreement: City to provide title insurance policy, adjust 5C to show value of motor lodge is more than value of pavilion property, and allow Super G 30 days after closing to remove personal property but use parking lot following closing since Super G will have paid for demolition at Pavilion site. Roll Call: Aye-All. Motion carried.

Update

Commissioner Ruth stated Historic Preservation Commission questioned the status of 20 Washington Street. Ruth stated city staff is waiting on an inspection from the building inspector. Historic Preservation Officer Kuchenbecker stated once the inspection is received, the staff will determine what further action will be taken, either demolition by neglect or minimum maintenance.

NEW BUSINESS

Ordinance

Ruth moved, Struble seconded to approve second reading of 2019 Budget Appropriation Ordinance #1279. Roll Call: Aye-All. Motion carried.

Amendment

Ken Hawki, Deadwood Fire Department, stated amendment will provide a checklist for Pyrotechnics display. Commissioner Martinisko thanked Hawki for his time. Ruth moved, Struble seconded to allow staff to prepare first reading of Ordinance 8.08.010. Roll Call: Aye-All. Motion carried.

Contracts

Ruth moved, Struble seconded to allow Mayor to sign contract with Lowe Roofing to repair Adams Museum roof at cost of \$59,955.00. Roll Call: Aye-All. Motion carried.

Struble moved, Ruth seconded to allow Mayor to sign contract with Lowe Roofing to repair Deadwood Welcome Center roof at cost of \$33,535.00. Roll Call: Aye-All. Motion carried.

Ruth moved, Struble seconded to enter into contract with Winter and Company in an amount not to exceed \$55,000.00 to complete Phase 1 of Main Street Master Plan. Historic Preservation Officer explained Phase 1. Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

Attorney Riggins requested Executive Session for legal matters per SDCL 1-25-2 (3) with possible action, and union negotiations per SDCL 1-25-2 (4) with no action.

ADJOURNMENT

Struble moved, Ruth seconded to adjourn the regular session at 5:16 p.m. convene into Executive Session for legal matters per SDCL 1-25-2 (3) with possible action, and union negotiations per SDCL 1-25-2 (4) with no action. The next regular meeting will be on Monday, October 1, 2018.

After coming out of executive session at 5:50 p.m., Ruth moved, Struble seconded to adjourn.

ATTEST:

DATE: _____

Mary Jo Nelson, Finance Officer

BY: _____
Charles M Turbiville, Mayor

Published once at the total approximate cost of _____

PACKET: 04447 COMBINED - 10/2/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-B174122	101-4192-426-04	SUPPLIES - CI MOP STICK/CITY HALL	000000	19.99
		I-D394806	101-4192-425-17	REPAIRS-DAYS BREAKER-CLOSET KITS/DAYS MUS	000000	155.94
		I-D395233	101-4192-425-14	REPAIRS - STR SEALANT-BIT SET-ADHESIVE/STRTS	000000	23.97
		I-D395363	101-4520-426	SUPPLIES NETTING-STAPLE-HOSE SHUTOFF/PK	000000	19.97
		I-D395423	101-4192-425-02	REPAIRS - ADA LED BULBS VARIOUS/AD MUS	000000	31.96
		I-D395427	101-4520-426	SUPPLIES MINI FOAM-ROLLER COVER/PARKS	000000	19.97
		I-D395451	101-4310-426	SUPPLIES (3) TUBE CLEAR ACRYLIC CAULK/S	000000	20.97
		I-D395676	101-4192-425-05	REPAIRS - COL (4) 42W CFL BULBS/COLD STORAGE	000000	59.96
		I-D395702	101-4192-425-02	REPAIRS - ADA LED BULBS VARIOUS/AD MUSEUM	000000	25.98
		I-D395728	101-4310-426	SUPPLIES (3) 10' CONDUIT/STREETS	000000	20.97
		I-D395748	101-4192-425-08	REPAIRS - HIS 1X6X8-1X8X8 PINE/HISTORY	000000	8.00
		I-D395777	101-4192-425-04	REPAIRS - CIT FLOURESCENT TUBE VARIOUS/CITY	000000	86.98
		I-D395797	101-4310-426	SUPPLIES (6) COUPLINGS/STREETS	000000	7.74
		I-D395858	101-4192-425-02	REPAIRS - ADA 10W-35W HALOGEN BULBS/AD MUS	000000	31.46
		I-D395886	101-4192-425-13	REPAIRS - REC SHOWERHEAD-WTHRSTRP/RED	000000	50.95
		I-D395925	101-4310-426	SUPPLIES 90 DEG PVC ELBOW/STREETS	000000	2.99
		I-D395927	101-4310-425	REPAIRS (4) PHOTO CONTROL/STREETS	000000	119.96
		I-D396172	101-4310-426	SUPPLIES (2) BLACK FIXTURE OUTLET/STRTS	000000	8.98
		I-D396342	101-4310-426	SUPPLIES RIGID CASTER-STAPLES/STREETS	000000	39.95
		I-D396387	101-4520-426	SUPPLIES DIAMOND POWER STRIP/PARKS	000000	54.99
		I-D396503	101-4310-426	SUPPLIES (2) PERCUSSION BIT/STREETS	000000	7.58
		I-D396528	101-4520-426	SUPPLIES 8 PK ALKALINE BATTERIES/PARKS	000000	4.99
		I-D396537	101-4310-426	SUPPLIES 10X20 MED DUTY TARP/STREETS	000000	21.99
		I-D396579	101-4310-425	REPAIRS (4) 60 LB BAGS CONCRETE MIX/ST	000000	27.96
		I-D396580	101-4192-425-13	REPAIRS - REC LAMP-PORCELAIN SOCKET-FAST/REC	000000	26.40
		I-D396586	101-4520-426	SUPPLIES BLOOM BOOSTER-WELD FENCE/PK	000000	85.78
		I-D396799	101-4310-426	SUPPLIES 16 PK ALKALINE BATTERIES/STRTS	000000	12.99
		I-D396829	101-4310-426	SUPPLIES BULB-PHOTO CELL-CONTROL-LITE/S	000000	116.96
		I-D396926	101-4192-425-17	REPAIRS-DAYS DRIVE SOCKET-ELEMENT/DAYS MUS	000000	24.98
		I-D396936	101-4310-426	SUPPLIES CONC MIX-GRIND-BENCH WHEEL/ST	000000	31.57
		I-D396955	101-4192-426	SUPPLIES ELBOW-COUPLE-CUTTER-PIPE/PB	000000	60.28
		I-D397057	101-4310-426	SUPPLIES SPRAY BOTTLE-MARKING PAINT/ST	000000	23.94
		I-D397167	101-4192-425-08	REPAIRS - HIS 2X4-2X6-2X8 TREATED/HISTORY	000000	68.92
		I-D397320	101-4310-426	SUPPLIES (10) 50 LB SILICA SAND/STREETS	000000	59.90
		I-D397336	101-4310-426	SUPPLIES OUTDOOR LAMPHOLDER/STRTS	000000	8.49
		I-D397350	101-4310-426	SUPPLIES 4 PC SCREWDRIVER SET-PLIERS/ST	000000	25.48
		I-D397418	101-4221-426	SUPPLIES SWVL CNCTRS - FIRE	000000	8.58
		I-E77074	101-4310-426	SUPPLIES NYLON BRAID ROPE/STREETS	000000	11.99
		I-E77078	101-4310-426	SUPPLIES 16X20 MED DUTY TARP/STREETS	000000	42.99
		I-E77305	101-4520-426	SUPPLIES (6) 2X4-12 A GRADE/PARKS	000000	53.94
		I-E77322	101-4192-425-05	REPAIRS - COL PULLEY V BELT/COLD STORAGE	000000	6.99
		I-E77391	101-4192-425-09	REPAIRS - HAR FASTENERS-NETPLUMBING/HARCC	000000	8.28
		I-E77441	101-4192-425-13	REPAIRS - REC (4) SWIFFER DUSTER REFILL/REC	000000	39.96
		I-E77472	101-4310-426	SUPPLIES (6) 50 LB SILICA SAND/STREETS	000000	35.94
		I-E77474	101-4310-426	SUPPLIES 6 PC SCREWDRIVER SET-WASHER/ST	000000	9.78
		I-E77623	101-4520-426	SUPPLIES FASTENERS VARIOUS/PARKS	000000	19.60
		I-E77800	101-4520-426	SUPPLIES (4) FASTENERS VARIOUS/PARKS	000000	7.56
		I-E77830	101-4310-426	SUPPLIES MULTIPURP BIT/FASTENERS/STRTS	000000	14.59

PACKET: 04447 COMBINED - 10/2/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0578	TWIN CITY HARDWARE & LU	continued				
		I-E77834	101-4310-426	SUPPLIES WIRE-PTO LOCK PIN-FASTENERS/ST	000000	31.39
01-0600	TRIPLE K TIRE & REPAIR					
		I-1-53527	101-4520-425	REPAIRS (4) TIRES-MOUNT-DISPOSAL/PARKS	000000	826.00
		I-1-53577	101-4520-425	REPAIRS REPLACE AXEL SEAL-LABOR/PARKS	000000	126.49
01-0619	TWILIGHT FIRST AID & SA					
		I-24119	101-4310-426	SUPPLIES TABLETS-OINTMENT-TOWELETS/ST	000000	236.05
		I-24120	101-4520-426	SUPPLIES TABLETS-EYE DROPS-COUGH DR/PAR	000000	43.03
01-0677	LAWSON PRODUCTS, INC.					
		I-9306131790	101-4520-425	REPAIRS FLAP DISC-ANGLE DIE GRINDER/PA	000000	248.82
01-0782	JACOBS PRECISION WELDIN					
		I-25260	101-4310-425	REPAIRS ANGLE 6@10'-11 GA PLATE/STRTS	000000	209.20
01-0798	WARNE CHEMICAL & EQUIPM					
		I-220796	101-4520-426	SUPPLIES 2.5 ROUNDUP PRO & RODEO/PARKS	000000	76.50
01-1003	VERIZON WIRELESS					
		I-9814402724	101-4520-422	PROFESSIONAL ON CALL PHONES/PARKS	000000	31.01
		I-9814402724	101-4310-422	PROFESSIONAL ON CALL PHONES/STREETS	000000	31.01
01-1098	HILLYARD/SIOUX FALLS					
		I-603149892	101-4192-434	MACHINERY/EQU CLEANER GLASS PRO STINGRAY/WEL	000000	857.00
01-1171	A & B BUSINESS SOLUTION					
		I-IN544397	101-4221-422	PROFESSIONAL COPIER CONTRACT - FIRE DEPT	000000	52.08
		I-IN544399	101-4310-426	SUPPLIES CONTRACT BASE AND USAGE/STRTS	000000	156.60
		I-IN545620	101-4142-422	PROFESSIONAL COPIER CONTRACT - FINANCE	000000	82.03
01-1191	UMENTHUM, KEITH					
		I-588133	101-4232-422	PROFESSIONAL (54) ROOF INSPECTIONS/BLDG INS	000000	2,700.00
01-1207	SPEARFISH HUSKY					
		I-0000526	101-4520-426	SUPPLIES GUIDE BAR-CHAIN-LINE-OIL/PARKS	000000	372.00
01-1266	WELLS PLUMBING & FARM S					
		I-1-1024045	101-4192-425-13	REPAIRS - REC ZOELLER SUB SEWAGE PUMP/REC	000000	378.96
01-1288	ACE INDUSTRIAL SUPPLY,					
		I-1731814	101-4310-426	SUPPLIES CAUTION TAPE-SAFETY GOGGLES/ST	000000	974.30
01-1322	PETE LIEN & SONS, INC.					
		I-18POS/109524	101-4310-425	REPAIRS FIBERMESH-4K COMM FLY EXT/STRT	000000	251.88
01-1333	DEADWOOD ELECTRIC					
		I-21691	101-4192-425-06	REPAIRS - DAY INSTALL AND WIR RV BOX/GRAND	000000	272.67

PACKET: 04447 COMBINED - 10/2/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1333	DEADWOOD ELECTRIC	continued				
		I-21693	101-4192-425-06	REPAIRS - DAY ADD POWER FOR DAYS OF 76	000000	464.27
		I-21694	101-4192-425-08	REPAIRS - HIS HANG LIGHT FOR KOOL DWD NITES/	000000	119.40
		I-21695	101-4192-425-08	REPAIRS - HIS REPLACE BREAKER/HISTORY CENTER	000000	126.06
		I-21696	101-4192-425-18	REPAIRS - FOO ADD RV PANEL/FOOTBALL FIELD	000000	402.00
		I-21714	101-4192-425-06	REPAIRS - DAY CONNECT PWR-REPL BREAKER/RODEO	000000	434.39
01-1500	A & B WELDING					
		I-00978836	101-4310-426	SUPPLIES RETAINING CAP PAC-PAC110/STRTS	000000	136.00
01-1558	ECOLAB PEST ELIMINATION					
		I-1123845	101-4192-426	SUPPLIES (3) STEALTH MAXIMA GLUEBOARD/P	000000	153.00
		I-2270901	101-4192-422-21	PROFESSIONAL ONE SHOT SERVICE/WELCOME CENTE	000000	90.00
		I-5524951	101-4192-422-04	PROFESSIONAL RODENT PROGRAM/CITY HALL	000000	160.68
01-1626	SERVALL UNIFORM AND LIN					
		I-09-06-18 PUB BLDGS	101-4192-426-04	SUPPLIES - CI CITY HALL - 0083556	000000	188.38
		I-09-06-18 PUB BLDGS	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0083558	000000	57.25
		I-09-06-18 PUB BLDGS	101-4192-426-08	SUPPLIES - HI HISTORY / 0083557	000000	71.53
		I-09-06-18 PUB BLDGS	101-4192-426-10	SUPPLIES - LI LIBRARY / 0083559	000000	30.19
		I-09-06-18 PUB BLDGS	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0083555	000000	36.78
		I-09-06-18 PUB BLDGS	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0083554	000000	112.95
		I-09-20-18 PUB BLDG	101-4192-426-04	SUPPLIES - CI CITY HALL / 0089847	000000	202.60
		I-09-20-18 PUB BLDG	101-4192-426-07	SUPPLIES - FI FIRE HALL / 0089849	000000	57.25
		I-09-20-18 PUB BLDG	101-4192-426-08	SUPPLIES - HI HISTORY / 0089848	000000	71.53
		I-09-20-18 PUB BLDG	101-4192-426-10	SUPPLIES - LI LIBRARY /	000000	0.00
		I-09-20-18 PUB BLDG	101-4192-426-11	SUPPLIES - PA PARKS DEPT / 0089846	000000	40.97
		I-09-20-18 PUB BLDG	101-4192-426-14	SUPPLIES - ST STREET DEPT / 0089845	000000	122.83
01-1798	CHAINSaw CENTER/DAKOTA					
		I-1368612	101-4520-426	SUPPLIES CAP/PARKS	000000	5.38
01-1827	MS MAIL & MARKETING					
		I-10157-B	101-4192-426	SUPPLIES PRINTING TIME SHEETS	000000	440.00
01-2473	SD DEPT. OF CORRECTIONS					
		I-C18D9106	101-4221-422	PROFESSIONAL FIRESUPPRESSION/FIREWISE	000000	1,468.30
		I-C18D9116	101-4221-422	PROFESSIONAL FIRE SUPPRESSION/FIREWISE	000000	624.75
01-2889	ATCO INTERNATIONAL					
		I-I0515580	101-4520-426	SUPPLIES SNO GO-WRAPPED UP/PARKS	000000	406.00
01-3246	KT CONNECTIONS, INC.					
		I-30787	101-4192-422-04	PROFESSIONAL DVR RECORDING REPAIRS/CITY HAL	000000	405.00
01-3309	THE LORD'S CUPBOARD					
		I-090918	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	67.08
01-3342	RASMUSSEN MECHANICAL SE					

PACKET: 04447 COMBINED - 10/2/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3342	RASMUSSEN MECHANICAL SE	continued				
	I-SRV058330		101-4192-425-01	REPAIRS - ADA MINI CYCLING FAN 300-400/AD HO	000000	199.77
01-3421	S AND C CLEANERS					
	I-09-18-18	116	101-4192-422-21	PROFESSIONAL SEPT CLEANING/WELCOME CENTER	000000	1,740.00
	I-09-18-18	127	101-4192-422-10	PROFESSIONAL CLEANING/LIBRARY	000000	600.00
	I-09-18-18	127	101-4192-422-07	PROFESSIONAL CLEANING/FIRE HALL	000000	400.00
	I-09-18-18	219	101-4192-422	PROFESSIONAL CLEANING B-ROOMS 8/19-9/15/18	000000	1,725.00
	I-09-18-18	219	101-4192-422-06	PROFESSIONAL- CLEANING B-ROOMS RODEO EVENTS	000000	450.00
01-3506	ALSCO					
	I-LCAS1219899		101-4192-426-21	SUPPLIES - WE MAJESTIC BLUE MATS/WELCOME CEN	000000	44.32
	I-LCAS1222636		101-4192-426-21	SUPPLIES - WE MAJESTIC BLUE MATS/WELCOME CEN	000000	44.32
	I-LCAS1225446		101-4192-426-21	SUPPLIES - WE MAJESTIC BLUE MATS/WELCOME CEN	000000	44.92
01-3652	SOUTH DAKOTA OVERHEAD D					
	I-21127		101-4192-425-15	REPAIRS - TRO INSTALL DOOR-SEAL-CLIP/TROLLEY	000000	1,003.61
01-3685	BLACK HILLS SECURITY &					
	I-1R240283		101-4192-422-02	PROFESSIONAL OCT - DEC 2018 FIRE ALARM/AD M	000000	149.85
	I-R240282		101-4192-422-01	PROFESSIONAL OCT - DEC 2018 CENT STATION/A	000000	149.85
	I-R240284		101-4192-422-02	PROFESSIONAL OCT - DEC 2018 SEC PNL A/AD MU	000000	89.85
	I-R240285		101-4192-422-02	PROFESSIONAL OCT - DEC 2018 SEC PNL B/AD MU	000000	134.85
	I-R240303		101-4192-422-17	PROFESSIONAL- OCT - DEC 2018 BURG/DAYS MUSE	000000	134.85
	I-R240304		101-4192-422-17	PROFESSIONAL- OCT - DEC 2018 FIRE/DAYS MUSEU	000000	149.85
	I-R240305		101-4192-422-06	PROFESSIONAL- OCT - DEC 2018 BURG ALARM/RODE	000000	104.85
	I-R240306		101-4192-422-06	PROFESSIONAL- OCT - DEC 2018 FIRE ALARM/RODE	000000	104.85
	I-R240308		101-4192-422-09	PROFESSIONAL OCT - DEC 2018 BURG ALARM/HIST	000000	134.85
	I-R240309		101-4192-422-09	PROFESSIONAL OCT - DEC 2018 FIRE/HISTORY	000000	149.85
	I-R240310		101-4192-422-10	PROFESSIONAL OCT - DEC 2018 ALARM/LIBRARY	000000	104.85
	I-R240312		101-4192-422-21	PROFESSIONAL OCT - DEC 2018 BURG ALARM/WELC	000000	134.85
	I-R240313		101-4192-422-21	PROFESSIONAL OCT - DEC 2018 FIRE ALARM/WELC	000000	104.85
	I-R240314		101-4192-422-04	PROFESSIONAL OCT - DEC 2018 BURG ALARM/CITY	000000	134.85
	I-R240315		101-4192-422-04	PROFESSIONAL OCT - DEC 2018 FIRE ALARM/CITY	000000	104.85
	I-R240316		101-4192-422-08	PROFESSIONAL- OCT - DEC 2018 ALARM SYS/HISTO	000000	104.85
01-3835	HILT CONSTRUCTION, INC.					
	I-06-05-18 GUARDRAIL		101-4310-425	REPAIRS REPAIR GUARDRAIL BY WELCOME/ST	000000	4,900.00
01-3836	MID-AMERICAN RESEARCH C					
	I-0645989-IN		101-4310-426	SUPPLIES NEUTRALIZER-LUBE-FLASHOFF/STR	000000	449.71
01-3838	VAST BROADBAND					
	I-TELEPHONE09-16-18		101-4192-428-07	UTILITIES - F FIRE DEPT	000000	290.59
	I-TELEPHONE09-16-18		101-4192-428-10	UTILITIES - L LIBRARY	000000	253.16
	I-TELEPHONE09-16-18		101-4192-428-08	UTILITIES - H HISTORY CENTER	000000	229.13
	I-TELEPHONE09-16-18		101-4192-428-13	UTILITIES - R REC CENTER TELEPHONE	000000	242.88
	I-TELEPHONE09-16-18		101-4192-428-04	UTILITIES - C CITY HALL	000000	1,333.57
	I-TELEPHONE09-16-18		101-4192-428-13	UTILITIES - R REC CENTER INTERNET	000000	90.00

PACKET: 04447 COMBINED - 10/2/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3838	VAST BROADBAND	continued				
		I-TELEPHONE09-16-18	101-4192-428-14	UTILITIES - S STREET DEPT	000000	44.53
		I-TELEPHONE09-16-18	101-4192-428-06	UTILITIES - D DAYS OF 76 GRANDSTANDS	000000	164.65
		I-TELEPHONE09-16-18	101-4192-428-12	UTILITIES - P PAVILION	000000	0.00
		I-TELEPHONE09-16-18	101-4192-428-04	UTILITIES - C CITY HALL	000000	195.28
01-3896	EAGLE ENTERPRISES, LLC					
		I-22271	101-4192-425-14	REPAIRS - STR LED KNUCKLE MOUNT-WALLPACK/ST	000000	715.75
01-3964	CONVERGINT TECHNOLOGIES					
		I-W632383	101-4192-425-04	REPAIRS - CIT ACCESS CONTROL NOT WRKING/CH	000000	372.45
01-3977	ACE HARDWARE OF LEAD					
		I-009738	101-4310-425	REPAIRS CASTER PLATE/STREETS	000000	35.96
		I-009777	101-4520-433-03	CIP - GORDON (10) CONCRETE QUIKRETE/PARKS	000000	69.90
01-4045	RUSSELL, JERAMY					
		I-091618	101-4210-422	PROFESSIONAL REIMBS/TRAINING-ANIMAL CONTROL	000000	395.00
01-4057	VIEHAUSER ENTERPRISES,					
		I-19565	101-4192-425-04	REPAIRS - CIT KEY CABINET 60 KEYS/CITY HALL	000000	244.98
01-4136	TIME EQUIPMENT RENTAL &					
		I-047114	101-4210-426	SUPPLIES 2BLK NEOPRENE - POLICE	000000	159.75
01-4350	CARBO, ELIZABETH					
		I-09-20-18 SAMS CLUB	101-4520-426	SUPPLIES DAFFODIL BULBS/PARKS	000000	108.50
01-4390	AR500 ARMOR					
		I-100031318	101-4210-434-01	EQUIP- STATE BODY ARMOR, POUCHES - POLICE	000000	510.75
01-4391	HUBER, JASON					
		I-091418	101-4210-427	TRAVEL REIMBS.FUEL - TRAINING/POLICE	000000	36.00
01-4392	MASTER'S AUTO DETAILING					
		I-008355	101-4192-425	REPAIRS DETAILING-REMOVE DECALS/HP	000000	210.00
			FUND 101 GENERAL FUND	TOTAL:		285,361.79

PACKET: 04447 COMBINED - 10/2/18

VENDOR SET: 01

FUND : 206 LIBRARY FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-10/01/18	206-4550-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,522.39
01-1171	A & B BUSINESS SOLUTION					
		I-IN544686	206-4550-426	SUPPLIES COPIER CONTRACT - LIBRARY	000000	45.58
01-1293	AMERICAN LIBRARY ASSOCI					
		I-1055946 - 2018	206-4550-422	PROFESSIONAL MEMBERSHIP RENEWAL	000000	220.00
01-1562	MIDWEST TAPE					
		I-96414576	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	73.27
		I-96435822	206-4550-434	BOOKS, MAPS A DVDs - LIBRARY	000000	236.54
01-1911	EMERY-PRATT COMPANY					
		I-614043	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	142.52
		I-614103	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	29.75
01-2309	COMPUTER SUPPORT SERVIC					
		I-2018-163	206-4550-426	SUPPLIES NEW WIRELESS ACCESS - LIBRARY	000000	139.99
01-3032	OTIS ELEVATOR COMPANY					
		I-CLH65013ZA18	206-4550-425	REPAIRS 4TH QTR SVC CONT.-LIBRARY	000000	133.53
			FUND 206 LIBRARY FUND	TOTAL:		2,543.57

FUND : 209 BED & BOOZE FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT	
01-0251	RECREATION SUPPLY COMPA						
		I-350753	209-4510-426	SUPPLIES	(100) ANTI-FOG GOGGLES/REC CEN 000000	457.20	
01-0418	BLACK HILLS PIONEER						
		I-21017	209-4510-423	PUBLISHING	COMM PAGES SPONSORSHIP/REC CEN 000000	12.50	
01-0433	WELLMARK BLUE CROSS BLU						
		I-10/01/18	209-4510-415	GROUP INSURAN	WELLMARK BLUE CROSS AND BLUE S 000000	533.64	
01-0578	TWIN CITY HARDWARE & LU						
		I-D395273	209-4510-426	SUPPLIES	(10) ROLLS THERMAN PAPER/REC 000000	26.72	
01-0619	TWILIGHT FIRST AID & SA						
		I-24125	209-4510-426	SUPPLIES	OINTMENT-TABLETS-BANDAIDS/REC 000000	202.55	
01-1558	ECOLAB PEST ELIMINATION						
		I-5524952	209-4510-422	PROFESSIONAL	RODENT-COCKROACH PROGRAM/REC 000000	94.05	
01-2444	NAJA SHRINERS						
		I-091218	209-4980-429	OTHER	2018 ALLOCATION- SHRINE CIRCUS 000000	3,500.00	
01-2645	HAWKINS INC						
		I-4363653	209-4510-426	SUPPLIES	DELDRUM-ACID-AZONE-DRYTEC/REC 000000	1,267.64	
01-3506	ALSCO						
		I-LCAS1226807	209-4510-426	SUPPLIES	MAIS/REC CENTER 000000	144.88	
01-3648	NETWORK SERVICES COMPAN						
		I-517974-0	209-4510-426	SUPPLIES	(2) CASES TOILET TISSUE/REC CE 000000	70.54	
		I-517975-0	209-4510-426	SUPPLIES	ROLL TOWEL-GARBAGE BAGS/REC 000000	161.66	
				FUND	209 BED & BOOZE FUND	TOTAL:	6,471.38

PACKET: 04447 COMBINED - 10/2/18

VENDOR SET: 01

FUND : 212 BID #8 (Business Improve)

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0475	DEADWOOD CHAMBER & VISI					
	I-BID 8 - OCT'18	212-4630-423	MARKETING	BID 8 BILL LIST - OCT 2018	000000	17,749.54
01-3602	DEADWOOD GAMING ASSOCIA					
	I-1780	212-4630-422	PROFESSIONAL	BID#8 CONTRIBUTION - OCT.'18	000000	10,000.00
01-4380	CARTER FMX LLC					
	I-082118	212-4630-422	PROFESSIONAL	SPONSOR BAL.-MOTOCROSS-9/8	000000	15,000.00
FUND 212 BID #8 (Business Improve) TOTAL:						42,749.54

PACKET: 04447 COMBINED - 10/2/18

VENDOR SET: 01

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

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0475	DEADWOOD CHAMBER & VISI					
		I-091118	213-4630-423	MARKETING BILL LIST/BID 1-6/3RD QTR PART 000000		50,000.00
FUND 213 BID #1-6 (Business Imprv) TOTAL:						50,000.00

PACKET: 04447 COMBINED - 10/2/18

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0433	WELLMARK BLUE CROSS BLU	I-10/01/18	215-4641-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	4,698.57
01-0475	DEADWOOD CHAMBER & VISI	I-91118	215-4572-235	VISITOR MGMT BILL LIST 8/14/18 - 9/11/18	000000	109.93
01-0510	GOLDEN WEST TECHNOLOGIE	I-339814	215-4641-422	PROFESSIONAL SETUP FOR INTERN	000000	53.13
01-0578	TWIN CITY HARDWARE & LU	I-B170260	215-4577-775	CAPITAL ASSET METAL LATHE,SPEC MIX,FASTEN PI	000000	205.81
		I-D393063	215-4577-735	CAPITAL ASSET TREATED 2x12-RODEO BLEACHERS	000000	674.85
01-0585	SD DEPT. OF REVENUE	I-AUG-092118	215-3000-699	MISC REVENUE SD DEPT. OF REVENUE	000000	1.12
01-0782	JACOBS PRECISION WELDIN	I-25262	215-4577-735	CAPITAL ASSET HANDRAIL AT RODEO GROUNDS	000000	1,865.77
01-1162	SPEIRS, MARK	I-950123	215-4577-725	CAPITAL ASSET WORK DONE AT ADAMS HOUSE	000000	7,551.03
01-1387	DEADWOOD GRANITE & MARB	I-92518	215-4575-500	GRANT/LOAN CE HEADSTONE FOR SETH SKILL	000000	800.00
01-1495	GAYLORD BROS.	I-2560710	215-4573-335	HIST. INTERP. BLOTTING PAPER	000000	490.64
01-1647	DEADWOOD-LEAD ECONOMIC	I-92518	215-4573-325	HIST. INTERP. 2018 INVESTMENT	000000	250.00
01-1725	QUILL CORPORATION	I-1046286	215-4641-426	SUPPLIES HP SUPPLIES	000000	32.48
01-1743	LEAD-DEADWOOD SCHOOL DI	I-100218	215-4575-510	GRANT/LOAN NO 2018 NOT FOR PROFIT GRANT	000000	50,000.00
01-1827	MS MAIL & MARKETING	I-10157	215-4641-423	PUBLISHING SEPTEMBER NEWSLETTER	000000	640.57
01-2014	TOMS, DON	I-JL BK 18	215-4573-335	HIST. INTERP. JUSTICE LEDGER BK 18	000000	500.00
01-2728	WEST RIVER HISTORY CONF	I-92518	215-4641-427	TRAVEL 2018 CONFERENCE	000000	62.50
01-2986	SOCIETY OF AMERICAN ARC	I-PRO-0285825	215-4573-335	HIST. INTERP. 2019 MEMBERSHIP RENEWAL	000000	140.00

PACKET: 04447 COMBINED - 10/2/18

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3318	PL CARPENTRY & ASSOCIAT					
		I-9518	215-4577-735	CAPITAL ASSET RODEO GROUNDS STAIRCASE	000000	6,603.84
01-3373	AMAZON WEB SERVICES					
		I-100810766	215-4641-428	UTILITIES WEB SERVICE 5/01/17 - 5/31/17	000000	169.07
		I-142609187	215-4641-428	UTILITIES WEB SERVICE 6/01/18 - 6/30/18	000000	468.02
01-3432	DELL RAPIDS SOCIETY FOR					
		I-100218	215-4575-520	GRANT/LOAN PR 22018 OUTSIDE EMERGENCY GRANT	000000	10,000.00
01-3558	DEADWOOD HISTORY, INC.					
		I-32226	215-4641-423	PUBLISHING JACK MCCALL AD-BHP-AUGUST	000000	122.50
01-3838	VAST BROADBAND					
		I-91618	215-4641-428	UTILITIES MT MORIAH 09/20/18 - 10/19/18	000000	140.95
01-3937	GLOBAL EQUIPMENT COMPAN					
		I-113173588	215-4641-426	SUPPLIES CCONFERENCE TABLE	000000	1,065.29
01-3940	EME CORPORATION					
		I-1809109038	215-4573-335	HIST. INTERP. INK FOR ARCHIVES	000000	1,466.00
01-3975	FIRST NATIONAL CREDIT C					
		I-092618 KUCHENBECKE	215-4641-427	TRAVEL HP TRVL EXP-BUDGET HEARINGS	000000	30.10
01-4190	MYSTIC PRESERVATION ALL					
		I-100218	215-4575-520	GRANT/LOAN PR 2018 OUTSIDE GRANT RD1	000000	6,000.00
01-4230	RUSHMORE OFFICE					
		I-091829	215-4641-426	SUPPLIES HP SUPPLIES	000000	119.67
01-4388	UNITED CHURCH OF CHRIST					
		I-100218	215-4575-520	GRANT/LOAN PR 2018 OUTSIDE GRANT RD1	000000	15,000.00
01-4392	MASTER'S AUTO DETAILING					
		I-008355	215-4641-426	SUPPLIES DETAILING-REMOVE DECALS/HP	000000	250.00
			FUND 215 HISTORIC PRESERVATION	TOTAL:		109,511.84

PACKET: 04447 COMBINED - 10/2/18
VENDOR SET: 01
FUND : 216 REVOLVING LOAN

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-1191	UMENTHUM, KEITH					
		I-588132	216-1310	DUE FROM OTHE WORK DONE AT 770 MAIN	000000	3,064.51
01-1496	LAWRENCE CO. REGISTER O					
		I-92618	216-4653-960	CLOSING CO SATISFACTION FOR BLOOM	000000	60.00
01-2382	CONOVER, MICHAEL					
		I-91918	216-1310	DUE FROM OTHE WORK DONE AT 83 CHARLES	000000	9,745.87
		I-919181	216-4653-962-08	FOUNDATION GR FOUNDATION - 83 CHARLES	000000	3,864.41
01-3230	SHAMA, LARRY AND MARCI					
		I-1031	216-1310	DUE FROM OTHE WORK DONE AT 151 CHARLES	000000	7,426.50
01-4385	NEWKIRK CONSTRUCTION					
		I-92518	216-4653-962-03	WINDOWS GRANT WINDOWS - 47 FOREST	000000	1,600.00
01-4393	LANE, KATHLEEN					
		I-325916	216-4653-962-04	SIDING GRANT SIDING - 53 FOREST	000000	4,000.00
01-4394	ALMANZA, TYSON					
		I-2462865	216-4653-962-08	FOUNDATION GR FOUNDATION - 62 TAYLOR	000000	2,129.75
				FUND 216 REVOLVING LOAN	TOTAL:	31,891.04

PACKET: 04447 COMBINED - 10/2/18

VENDOR SET: 01

FUND : 602 WATER FUND

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0433	WELLMARK BLUE CROSS BLU					
		I-10/01/18	602-4330-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	3,500.76
01-0561	SD ONE CALL					
		I-SD18-2507	602-4330-422	PROFESSIONAL FAX-PHONE MSGS/WATER	000000	11.20
01-0578	TWIN CITY HARDWARE & LU					
		I-B172978	602-4330-426	SUPPLIES FASTENERS VARIOUS/WATER	000000	6.06
		I-B173309	602-4330-426	SUPPLIES (3) RED DRIVEWAY MARKER/WATER	000000	10.17
		I-D395220	602-4330-426	SUPPLIES (2) SXMIP MIP ADAPTER/WATER	000000	2.18
		I-D396235	602-4330-426	SUPPLIES FASTENERS VARIOUS/WATER	000000	8.48
01-0684	NORTHWEST PIPE FITTINGS					
		I-1199884-1	602-4330-426	SUPPLIES HOSE NOZZLE/WATER	000000	85.19
01-1003	VERIZON WIRELESS					
		I-9814402724	602-4330-422	PROFESSIONAL ON CALL PHONES/WATER	000000	31.01
01-1827	MS MAIL & MARKETING					
		I-10157-A	602-4330-426	SUPPLIES UTILITY BILLS MAILING - AUGUST	000000	294.08
01-4107	UTILITY SERVICE CO., IN					
		I-456060, 456061	602-4330-434	MACHINERY/EQU WATER TANKS MCGOVERN HILL/WTR	000000	24,114.00
				FUND 602 WATER FUND	TOTAL:	28,063.13

PACKET: 04447 COMBINED - 10/2/18

VENDOR SET: 01

FUND : 607 HISTORIC CEMETERIES

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0578	TWIN CITY HARDWARE & LU	I-B173313	607-4580-425	REPAIRS	WHT FLOOR OUTDOOR FIXTURE/MM	000000 44.99
01-1387	DEADWOOD GRANITE & MARB	I-1387	607-4580-425	REPAIRS	PICKUP & REPAIR HEADSTONE/MM	000000 1,000.00
01-3685	BLACK HILLS SECURITY &	I-R240317	607-4580-422	PROFESSIONAL	OCT - DEC 2018 ALARM/MM GIFT S	000000 89.85
01-3838	VAST BROADBAND	I-TELEPHONE09-16-18	607-4580-428	UTILITIES	MT MORIAH GIFT SHOP	000000 40.87
		I-TELEPHONE09-16-18	607-4580-428	UTILITIES	MT MORIAH TICKET BOOTH	000000 40.87
FUND 607 HISTORIC CEMETERIES TOTAL:						1,216.58

PACKET: 04447 COMBINED - 10/2/18

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0433	WELLMARK BLUE CROSS BLU					
		I-10/01/18	610-4360-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	2,576.84
		I-10/01/18	610-4361-415	GROUP INSURAN WELLMARK BLUE CROSS AND BLUE S	000000	1,067.74
01-0508	GALLS, LLC					
		I-010701313	610-4360-426	SUPPLIES UNIFORM SHIRT,BELT,PANTS - P&T	000000	90.95
01-0578	TWIN CITY HARDWARE & LU					
		C-D395835	610-4361-426	SUPPLIES RETRN OF EXTENSION CORDS/TROLL	000000	24.00-
		I-B172961	610-4361-426	SUPPLIES SPEAKER WIRE,24PK WATER-TROLLE	000000	31.95
		I-B174031	610-4361-426	SUPPLIES FASTENERS - TROLLEY	000000	5.34
		I-D395671	610-4361-426	SUPPLIES PENS, NOTE PADS - TROLLEY	000000	19.85
		I-D397108	610-4361-426	SUPPLIES 250' BRN SPT WIRE - TROLLEY	000000	5.92
01-1003	VERIZON WIRELESS					
		I-9814510848	610-4360-424	RENTALS PHONE SERVICE - METERS/ P&T	000000	40.01
01-1503	BLACK HILLS SPECIAL SER					
		I-868	610-4361-422	PROFESSIONAL TROLLEY CLEANING - JULY	000000	2,205.00
		I-869	610-4361-422	PROFESSIONAL TROLLEY - AUGUST	000000	2,275.00
01-1509	JUNEXS SERVICE					
		I-6019865/1	610-4361-425	REPAIRS INTEGRATED KEY FOB/ TROLLEY	000000	226.23
01-1626	SERVALL UNIFORM AND LIN					
		I-0072035	610-4361-422	PROFESSIONAL TOWELS & MATS - TROLLEY	000000	98.37
		I-0078537	610-4361-422	PROFESSIONAL TOWELS & MATS - TROLLEY	000000	98.37
		I-0089840	610-4361-422	PROFESSIONAL TOWELS & MATS - TROLLEY	000000	80.36
		I-084779	610-4361-422	PROFESSIONAL TOWELS & MATS - SERVALL	000000	98.37
01-2427	HOMETOWN TROLLEY					
		I-2646	610-4361-425	REPAIRS SLIDING MECHANISM -TROLLEY	000000	337.16
01-3706	STURGIS AUTO PARTS, INC					
		I-206076	610-4361-426	SUPPLIES SWITCH - TOGGLE/ TROLLEY	000000	63.98
01-3838	VAST BROADBAND					
		I-TELEPHONE09-16-18	610-4362-428	UTILITIES PARKING RAMP	000000	145.49
01-4286	TCF EQUIPMENT FINANCE					
		I-10/01/2018	610-4361-434	MACHINERY/EQU #300	000000	3,133.62
		I-10/01/2018	610-4361-434	MACHINERY/EQU #301	000000	3,133.62
		I-10/01/2018	610-4361-434	MACHINERY/EQU #303	000000	3,133.62
			FUND	610 PARKING/TRANSPORTATION	TOTAL:	18,843.79

PACKET: 04447 COMBINED - 10/2/18

VENDOR SET: 01

FUND : 720 DEPOSITS HELD

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0475	DEADWOOD CHAMBER & VISI					
		I-092118	720-4000-429	OTHER	DEPOSIT REFUND- KOOL DWD NITES 000000	600.00
		I-092118-A	720-4000-429	OTHER	DEPOSIT REFUND- MUSTANG MONDAY 000000	1,100.00
01-1441	DAYS OF '76, INC.					
		I-092118	720-4000-429	OTHER	DEPOS.RFND-DAYS & STEER ROPING 000000	1,000.00
01-2444	NAJA SHRINERS					
		I-092118	720-4000-429	OTHER	DEPOSIT RFND-SHRINE CONVENTION 000000	600.00
01-4064	BLACK HILLS VETERANS MA					
		I-092118	720-4000-429	OTHER	DEPOSIT REFUND - BH VETS MARCH 000000	500.00
01-4380	CARTER FMX LLC					
		I-092118	720-4000-429	OTHER	DEPOSIT REFUND - MOTOCROSS 000000	1,100.00
				FUND	720 DEPOSITS HELD	TOTAL: 4,900.00

PACKET: 04447 COMBINED - 10/2/18
VENDOR SET: 01
FUND : 722 SALES TAX AGENCY

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0585	SD DEPT. OF REVENUE					
		I-AUG-092118	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000	6,386.39
				FUND 722 SALES TAX AGENCY	TOTAL:	6,386.39
					REPORT GRAND TOTAL:	587,939.05

2018 SD Office of Emergency Management
Elected Officials Briefing

19-1-18
5B

Deadwood City Commission

On October 1, 2018
September 17, 2018, the Director of the Lawrence County Office of Emergency Management
Date County
did address the Deadwood City Commission and discussed the attached listed topics in the Elected
Officials Briefing. The Director also answered any questions that arose from discussions.

Chuck Turbiville

Printed Name

Paul Thomson

Printed Name

Mayor

Title

Lawrence County Emergency Manager

Title

City of Deadwood

Jurisdiction

Lawrence County

Jurisdiction

Mayor Signature

Paul Thomson

EM Signature

Elected Officials Briefing

Deadwood City Commission - September 17, 2018

I. Disaster Declaration Process / Response & Recovery Procedures

- a. Response & Recovery - Use existing plans and resources. Cooperate with surrounding counties to write new Mutual Aid Agreements. We currently have a Lawrence County MOU (Memorandum of Understanding) between all of the LC Fire Departments, EMS, and Cities within Lawrence County and recently Emergency Management helped finalized another MOU between nine western SD Counties also known as the Region IV Mutual Aid Agreement.
- b. SD Office of Emergency Management (OEM) Situation Reporting:
Local Emergency Manager or other designated EM Personnel report using: SD OEM Duty Officer system 24/7. Report situations to be factual and accurate.
Report the following situations to your County EM - some with qualification:
 1. Natural Hazard/Weather Related Incidents: tornado, flood, severe thunderstorm, earthquake, wind storm, road closure, winter storms, ice storms.
 2. Hazardous Materials Incidents
 3. Structure Fires
 4. Wildland Fire
 5. Mass Casualty/Fatality Incidents
 6. Utility Mishaps/Public Infrastructure
 7. Missing Person Searches
 8. Aircraft Emergencies/Air Disaster
 9. Animal HealthReport the following law enforcement situations to your County EM:
 1. Terrorism / Homeland Security / School Security issues
 2. Mass Casualty / Fatality Incidents (Also on EM list)
 3. Civil Disturbance (Riots, Hostage Situations, Organized Protests)
- c. Declaration Process for an Emergency or Disaster - Meet in regular or emergency session to discuss how unexpected expenses can be approved and by whom for a pending disaster.
- d. Resolution - Copy on hand in LC EOC and with alternates Ken Hawki and JD Geigle.
 - i. Supporting Documentation/Records
 - ii. Response and Recovery Forms
- e. Assistance - Requests to State and Federal Governments must be made through local County Emergency Manager.

II. Emergency Management Overview

- a. Homeland Security Interface - Stefan Pluta, SD Homeland Security Director
- b. South Dakota Credentialing Program - Ongoing. Rapid Tag printer from SD OEM.
LC EM bought a laptop to print Rapid Tags for the Credentialing program.
LC Agencies (FD, Law, EMS, EM, Highway and Public Officials are being entered into the system.
Our goals is to have everyone that has training entered into the system and permanent cards printed.

III. Emergency Planning

- a. LEPC (Local Emergency Planning Committee) - Randall Rosenau is the LC Commission Representative
- b. LEOP (Local Emergency Operations Plan) - Recently reviewed updated.
- c. LC HazMat Plan - Reviewed annually, updated every five years.
- d. LC Pre-Disaster Mitigation Plan - In Progress
Contracted with Black Hills Land Analysis using SD OEM grant funds.
Municipalities will be included in the re-write and upgrade of the plan taking place now. Considerations: Grants for Tornado shelters that can also serve as community centers if the need is pre-identified in the Pre-Disaster Mitigation Plan.
- e. PDA (Preliminary Damage Assessment Training) Held July 17, 2018 at LC EOC

Some of the other plans on file at Lawrence County Emergency Management Office:

LC EOC Plan, LC Resource Manual, Flood and Fire Preplans, Emergency Alert Systems Guide, Civil Air Patrol Guide
Ellsworth Air Force Base Interpretational Plans, Williston Basin Pipeline Plan, Grizzly Gulch Tailings Dam
Emergency Preparedness Plan, Wharf Resources Emergency Procedures Manual, Lead / Deadwood School District Crisis Procedure
Manual, SD Department of Health, Health Care Response Program manual.

IV. ICS (Incident Command System) and NIMS (National Incident Management System)

ICS 100 and ICS 200 and NIMS 700 and NIMS 800 courses are available on-line and can be completed at your convenience. These classes are required for those that wish to take the classroom ICS 300 and 400 classes. On a computer go to this web site:

<https://training.fema.gov/is/> **Fema Independent Study Program**

If you have not signed up for a FEMA SID number, click on box: "Register for a FEMA SID"

then click on: <https://cdp.dhs.gov/femasid>

then click on: "Register for a FEMA SID"

Complete the form.

Check the box: ☐ I agree

Click on: Register

After successful registration is completed, return to <https://training.fema.gov/is/>

Click on box: "IS Course List" (left side of screen)

At "Pages List" Choose "View All"

Scroll down classes list to complete the following classes:

IS-100.c

IS-700.b

IS-200.b

IS-800.b

The four classes listed above are required to be completed in order to take IS-300 & IS-400 which are classroom courses which last 2 and 3 days each.

You may want to familiarize yourself with the test first by going to "take the test" before actually taking the course. At the end of each section "Print" your answers but at the end of the test DO NOT HIT SUBMIT. Use your printed test to review as you go through the course to see if you answered the questions correctly. Use your test marked with the correct answers you found while taking the course to help you mark your final test.

THEN hit SUBMIT when you are satisfied with your answers.

If you do not pass the first time you can go back and look up correct answers for each question. Any future attempts at taking the test the questions are not in the same order but they are the same group of questions, just in a different order.

You will need to enter your Student ID (SID) when taking the test, that is why you sign up at the beginning of the course.

Keep this SID for future testing. This is your FEMA Training ID.

Upon successful completion of any of these courses you will be e-mailed a certificate, "Print" the Certificate and save the e-mail.

Keep an original certificate. (Forever)

Provide a copy of the certificate to the Lawrence County Office of Emergency Management.

10-1-18
6 A

RESOLUTION 2018-24
A RESOLUTION TO APPROVE INTERFUND CASH TRANSFERS
IN THE CITY OF DEADWOOD

Be it resolved by the Deadwood City Commission that on October 1, 2018, the City of Deadwood has approved the following accounting transactions for 2018:

- Transfer cash from Historic Preservation Fund 0215 to Parking/Trolley Fund 0610, \$75,000.00 for support of trolley operational expenses. From Historic Preservation Fund 0215 to General Fund 0101, \$1,322,356.00 for impact funds from Historic Preservation Fund to Water Fund, \$160,814.00 for impact funds.
- From General Fund 0101 to Library Fund 0206, \$63,357.00 in support of operational expenses.
- From Bed and Booze Fund 0209 to General Fund 0101, \$50,000 for partial payment of utility costs. From Bed and Booze Fund 0209 to Historic Preservation Fund, \$80,000 to assist in costs associated with Upper Main Archway signage.

Dated this 1st day of October, 2018.

City of Deadwood

Charles M. Turbiville, Mayor

Attest:

Mary Jo Nelson
Finance Officer

**CITY OF DEADWOOD
RESOLUTION 2018-25
TO ESTABLISH FEE FOR TEMPORARY METER RENTAL**

10-1-18
6B

WHEREAS, City Ordinances require certain use 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 October 24, 2018:

Temporary Water Meter Rental\$100.00 which must be paid prior to rental.

Dated this 1st day of October, 2018.

Charles M. Turbiville
Mayor

ATTEST:

Mary Jo Nelson

Finance Officer
(seal)

10-1-18
6 C

**CERTIFICATION BY OPTIMA LLC TO THE DEADWOOD CITY FINANCE OFFICER
OF COMPLETION OF SITE IMPROVEMENTS**

Optima, LLC (herein referred to as "Developer") hereby certifies the following to the Deadwood City Finance Officer in accordance with the "Contract for Private Development", "Contract for Private Development Amendment One", and "Consent to Assignment and Pledge Agreement" and "First Amendment to Assignment and Pledge Agreement" entered into between Developer and the City of Deadwood, said documents and amended documents dated September 21, 2016, August 7, 2017, October 11, 2017 and November 6, 2017, attached hereto as Exhibit "A" and, by this reference made a part hereof:

Section 1. That the improvements specified in Section 4 of said "Contract for Private Development Amendment One" have been completed and have been completed in a workmanlike and satisfactory manner;

Section 2. That the improvements specified in Section 4 of said "Contract for Private Development Amendment One" have been completed prior to the September 21, 2021 deadline set forth in Section 6 of said contract and conform to all plans, specifications, and applicable city codes and/or ordinances;

Section 3. That the amount of money disbursed for said improvements totals \$3,233,374.75, of which \$2,600,000.00 is included for the Authorized Front End TID Project Cost set forth in Section 4 of said "Contract for Private Development Amendment One," that this amount does not include associated deferred interest costs and financing costs as referenced in said contract;

Dated this 1st day of October 2018.

Optima LLC

Paul J. Bradsky
Its:

CONSENT TO CERTIFICATION

The undersigned hereby acknowledges receipt of and consents to the Certification by Optima, LLC of its project costs for the improvements required in the August 7, 2017 "Contract for Private Development Amendment One" entered into between Optima LLC and the City of Deadwood. The undersigned also agrees that it, having had the opportunity to review all documentation supporting said amounts and agrees that all amounts set forth in the TID Number 10 Project Plan referenced in said "Contract for Private Development Amendment One" have been properly disbursed by Optima LLC in payment of the authorized expenditures.

Dated this 1st day of October, 2018.

City of Deadwood

By: _____

Its: Finance Officer

CONTRACT FOR PRIVATE DEVELOPMENT

THIS AGREEMENT, made and entered into as of this 21st day of September, 2016, between OPTIMA L.L.C. (herein referred to as "Developer"), a South Dakota limited liability company, and the City of Deadwood, a municipal Corporation and political subdivision of the State of South Dakota.

SECTION 1. The City of Deadwood created Tax Incremental District Number Ten by Resolution Number 2016-18, on September 21, 2016.

SECTION 2. The City of Deadwood approved the Project Plan for Tax Incremental District (TID) Number Ten by Resolution Number 2016-19, on September 21, 2016.

SECTION 3. The tax incremental base value of property located in Tax Incremental District Number Ten, as recorded by the Lawrence County Director of Equalization, has an aggregate assessed value of \$3,624,510.

SECTION 4. The Developer will secure financing to fund estimated project costs for construction of costs of street improvements, site improvements, utility improvements, streetscaping/ landscaping, and transportation improvements specified in the approved Project Plan referenced in Section 2. Specifically, under Project Costs, the Project Plan authorizes up to \$2,000,000 in front-end project costs for repayment utilizing project tax increment revenue receipts. Project funding to be secured by the Developer, anticipated to be in the form of a bond or note, will bear an average interest rate over the life of the loan not to exceed six percent (6.00%) per annum. Further, borrowed funds secured through third-party financing shall not be eligible for interest rate reimbursement exceeding the actual interest rate charged by the third-party lending source, notwithstanding the maximum interest rate specified above.

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

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

Capital Costs

Removals, Demolition & mobilization	\$160,500
Soil Nail Wall	\$1,096,700
Excavation & retaining walls for utilities	\$536,800
Street Improvements	\$250,300
Water and Sewer	\$77,200
Burying Overhead Utilities	\$179,500
Pedestrian Crossing/Improvements/Bridge	\$171,200
Storm Sewer and Detention	\$203,300
Streetscaping and Lighting	\$143,000
	<hr/>
	\$2,818,500

Professional Fees

Architectural	
Engineering	\$315,000
Legal	
Sub-Total	<hr/>
	\$315,000

Financing Costs (only TIF related)

Interest (6%)	\$1,078,536
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Contingency Costs

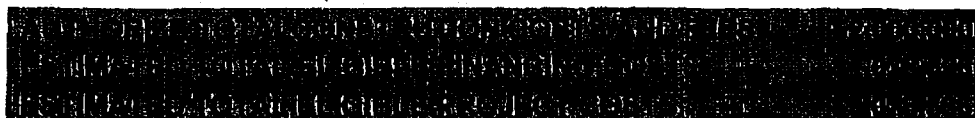
10% contingency	\$141,000
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Administrative Costs

Organization Costs

Environmental/Archeological	
TIF Plan Preparation	\$15,000
Sub-Total	<hr/>
	\$15,000

Total Costs	\$4,368,036
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SECTION 6. The Developer shall complete construction of project improvements

specified in the Project Plan no later than September 21, 2021. Property contained in Deadwood TID Number Ten is described as follows:

Lot 12 and S1/2 of Lot 13, Block 3, Fountain City Addition, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

N1/2 of Lot 13 and Lot 14, Block 3, Fountain City Addition, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

Lot 15, Block 3, Fountain City Addition, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

Lot 16, Block 3, Fountain City Addition, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

Lot 17 & Pt of Lot 18, Block 3, Fountain City Addition, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

NELY 17' of Lot 18, Lots 19 and 20, Block 3, Fountain City Addition, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

Lots 21 and 22 and PT Williams Street ROW, Block 3, Fountain City Addition, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

Highway Lots A, B, C, D, E, F, G and H, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

M.S. 308, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

Lot 1A of Tract A of M.S. 81, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

Lots 2A, 3 & 4 of Tract A of M.S. 81, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

Lot 5 of Tract A of M.S. 81, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

Bortnem Tract of M.S. 81, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

Tract B-1B and B2 of Tract B of M.S. 751, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

M.S. 335, M.S. 308 and M.S. 242, Section 23, T5N, R3E, BHM, City of

Deadwood, Lawrence County, South Dakota

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

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

All construction activity authorized with the approved Project Plan shall comply with the "State Bid Law" requirements in the same manner in which the City of Deadwood is required to bid and award construction projects. Specifically, it is a condition of this agreement that all provisions of South Dakota law regarding the expenditure of public funds are incorporated herein, and the requirements of Chapter 5-18 of the South Dakota Codified Laws are an integral part of this agreement. The Developer shall provide documentation of compliance with Chapter 5-18 upon the request of the City. In addition, the developer shall coordinate the following:

- 1. Publication of the Bid Notice and shall provide the City Finance Officer a copy of Affidavit of Publication of this notice;**
- 2. The Bid Opening shall occur in City Hall with the City Finance Officer or designated official compiling the Bid Tab.**
- 3. The Developer shall provide a copy of Notice of Award and Notice to Proceed to the City Finance Officer;**
- 4. The Developer shall provide a copy all contract(s) and change order(s) of all construction activity authorized with the approved Project Plan.**

Upon completion of the improvements specified in Section 4, the Developer shall certify to the City Finance Officer that such improvements have been completed and shall certify the amount of money disbursed therefore. The City shall have the right to require reasonable documentation to establish that the amounts set forth in the TID Number Ten Project Plan have been disbursed in payment for the authorized expenditures. Further, the City shall have the right to inspect the premises at reasonable times and at reasonable intervals for the purpose of establishing that the improvements have been completed in a workmanlike manner. Any inspection made by the City pursuant to this provision shall be solely for the purpose of financial administration, and no liability shall accrue to the City arising out of any alleged insufficiency of such inspection.

SECTION 7. All positive tax increments received from TID Number Ten shall, upon receipt by the City, be deposited in a special fund to be known as the "Tax

Incremental District Number Ten Fund." The City shall, within thirty (30) days after receipt of each tax increment payment from the Lawrence County Treasurer, disburse all amounts in the fund to the Developer, or its designee, subject to the following limitation: At no time shall the cumulative total payments from the fund exceed the smaller of: (a) the total amount of Project Costs of \$2,000,000, as specified in Section 4 of this Agreement; plus all associated financing costs, in an amount not to exceed the interest rate limitation specified in Section 4; or (b) disbursements in the amount certified pursuant to Section 6 of this Agreement; plus all associated financing costs, in an amount not to exceed the interest rate limitation specified in Section 4.

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

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

SECTION 10. It is specifically a condition of this Agreement and a condition of the City's obligation to pay, that all sums payable shall be limited to the proceeds of the positive tax increment from Tax Incremental District Number Ten recelpted into the special fund specified in Section 7 hereof. The obligation of the City to pay pursuant to this Agreement does not constitute a general indebtedness of the City or a charge against the City's general taxing power. The provisions of SDCL 11-9-36 are specifically incorporated herein by reference. It is also specifically agreed that the City has made no representation that the proceeds from such fund shall be sufficient to retire the indebtedness incurred by the Developer under Section 4 hereof. In addition, the Developer specifically agrees to hold the City harmless and indemnify the City regarding any indebtedness incurred herein.

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

1. The retirement of all outstanding authorized TID Number Ten debt, as specified in Section 7 of this Agreement; or
2. Payment of the final positive tax increment payment authorized in the Project Plan specified in Section 2 of this Agreement, with such payment defined as a portion of the total amount being assessed in the year 2031, and payable in the second one-half of the year 2032. (17 years)

Further, the parties to this Agreement recognize and acknowledge that projected

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

SECTION 11. If one or more provisions of this Agreement shall be invalid, illegal or unenforceable in any respect, it shall be given effect to the extent permitted by applicable law, and such invalidity, illegality or unenforceability shall not affect the validity of the other provisions of this Agreement.

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

SECTION 13. This Agreement shall be construed and the parties' actions governed by the laws of the State of South Dakota. Any dispute arising out of or related to this Agreement shall be litigated in the Seventh Judicial Circuit Court for the State of South Dakota, located in Deadwood, Lawrence County, South Dakota.

Dated at Deadwood, Lawrence County, South Dakota, this 21st day of September 2016.

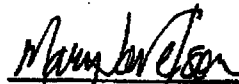
City of Deadwood


Charles Turbiville
Mayor

OPTIMA L.L.C.

 *IT'S: Managing*
Paul Bradsky, *Martin*

ATTEST:


Mary Jo Nelson
Finance Officer



**CONTRACT FOR PRIVATE DEVELOPMENT
AMENDMENT #1**

THIS AGREEMENT, made and entered into as of this 7th day of August, 2017, between OPTIMA L.L.C. (herein referred to as "Developer"), a South Dakota limited liability company, and the City of Deadwood, a municipal Corporation and political subdivision of the State of South Dakota.

SECTION 1. The City of Deadwood created Tax Incremental District Number Ten by Resolution Number 2016-18, on September 21, 2016.

SECTION 2. The City of Deadwood approved the Project Plan for Tax Incremental District (TID) Number Ten by Resolution Number 2016-19, on September 21, 2016 and Amendment #1 by Resolution Number 2017-14, on August 7, 2017.

SECTION 3. The tax incremental base value of property located in Tax Incremental District Number Ten, as recorded by the Lawrence County Director of Equalization, has an aggregate assessed value of \$3,624,510.

SECTION 4. The Developer will secure financing to fund estimated project costs for construction of costs of street improvements, site improvements, utility improvements, streetscaping/ landscaping, and transportation improvements specified in the approved Amendment #1 to Project Plan authorizes up to **\$2,600,000** in front-end project costs for repayment utilizing project tax increment revenue receipts. Project funding to be secured by the Developer, anticipated to be in the form of a bond or note, will bear an average interest rate over the life of the loan not to exceed six percent (6.00%) per annum. Further, borrowed funds secured through third-party financing shall not be eligible for interest rate reimbursement exceeding the actual interest rate charged by the third-party lending source, notwithstanding the maximum interest rate specified above.

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

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

Capital Costs

Removals, Demolition & mobilization	\$167,775.15
Soil Nail Wall	\$1,662,440.00
Excavation & retaining walls for utilities	\$758,948.22
Street Improvements	\$389,073.86
Water and Sewer	\$84,475.15
Burying Overhead Utilities	\$179,500.00
Pedestrian Crossing/Improvements/Bridge	\$171,200.00
Storm Sewer and Detention	\$203,300.00
Streetscaping and Lighting	\$143,000.00
Crescent Street Sidewalk/Path Project	\$100,000.00
	<hr/>
	\$3,859,712.38

Professional Fees

Architectural	
Engineering	\$342,547.31
Legal	
Sub-Total	<hr/>
	\$342,547.31

Financing Costs (only TIF related)

Interest (6%)	\$1,860,829
---------------	-------------

Contingency Costs

10% contingency	\$141,000
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Administrative Costs

Organization Costs

Environmental/Archeological	
TIF Plan Preparation	\$15,000
Sub-Total	<hr/>
	\$15,000

Total Costs	\$6,204,088.69
-------------	----------------

AUTHORIZE TOTAL CONSTRUCTION COSTS AND FEES	\$2,600,000
ESTIMATED TOTAL ELIGIBLE FINANCING COSTS	\$1,860,829
ESTIMATED TOTAL ELIGIBLE PROJECT COSTS	\$4,460,000

SECTION 6. The Developer shall complete construction of project improvements specified in the Project Plan no later than September 21, 2021. Property contained in Deadwood TID Number Ten is described as follows:

Lot 12 and S1/2 of Lot 13, Block 3, Fountain City Addition, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

N1/2 of Lot 13 and Lot 14, Block 3, Fountain City Addition, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

Lot 15, Block 3, Fountain City Addition, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

Lot 16, Block 3, Fountain City Addition, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

Lot 17 & Pt of Lot 18, Block 3, Fountain City Addition, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

NELY 17' of Lot 18, Lots 19 and 20, Block 3, Fountain City Addition, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

Lots 21 and 22 and PT Williams Street ROW, Block 3, Fountain City Addition, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

Highway Lots A, B, C, D, E, F, G and H, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

M.S. 308, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

Lot 1A of Tract A of M.S. 81, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

Lots 2A, 3 & 4 of Tract A of M.S. 81, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

Lot 5 of Tract A of M.S. 81, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

Bortnem Tract of M.S. 81, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

Tract B-1B and B2 of Tract B of M.S. 751, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

M.S. 335, M.S. 308 and M.S. 242, Section 23, T5N, R3E, BHM, City of Deadwood, Lawrence County, South Dakota

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

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

All construction activity authorized with the approved Project Plan shall comply with the "State Bid Law" requirements in the same manner in which the City of Deadwood is required to bid and award construction projects. Specifically, it is a condition of this agreement that all provisions of South Dakota law regarding the expenditure of public funds are incorporated herein, and the requirements of Chapter 5-18 of the South Dakota Codified Laws are an integral part of this agreement. The Developer shall provide documentation of compliance with Chapter 5-18 upon the request of the City. In addition, the developer shall coordinate the following:

1. Publication of the Bid Notice and shall provide the City Finance Officer a copy of Affidavit of Publication of this notice;
2. The Bid Opening shall occur in City Hall with the City Finance Officer or designated official compiling the Bid Tab.
3. The Developer shall provide a copy of Notice of Award and Notice to Proceed to the City Finance Officer;
4. The Developer shall provide a copy all contract(s) and change order(s) of all construction activity authorized with the approved Project Plan.

Upon completion of the improvements specified in Section 4, the Developer shall certify to the City Finance Officer that such improvements have been completed and shall certify the amount of money disbursed therefore. The City shall have the right to require reasonable documentation to establish that the amounts set forth in the TID Number Ten Project Plan have been disbursed in payment for the authorized expenditures. Further, the City shall have the right to inspect the premises at reasonable times and at reasonable intervals for the purpose of establishing that the improvements have been completed in a workmanlike manner. Any inspection made by the City pursuant to this provision shall be solely for the purpose of financial administration, and no liability shall accrue to the City arising out of any alleged insufficiency of such inspection.

SECTION 7. All positive tax increments received from TID Number Ten shall,

upon receipt by the City, be deposited in a special fund to be known as the "Tax Incremental District Number Ten Fund." The City shall, within thirty (30) days after receipt of each tax increment payment from the Lawrence County Treasurer, disburse all amounts in the fund to the Developer, or its designee, subject to the following limitation: At no time shall the cumulative total payments from the fund exceed the smaller of: (a) the total amount of Project Costs of \$2,600,000, as specified in Section 4 of this Agreement; plus all associated financing costs, in an amount not to exceed the interest rate limitation specified in Section 4; or (b) disbursements in the amount certified pursuant to Section 6 of this Agreement; plus all associated financing costs, in an amount not to exceed the interest rate limitation specified in Section 4.

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

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

SECTION 10. It is specifically a condition of this Agreement and a condition of the City's obligation to pay, that all sums payable shall be limited to the proceeds of the positive tax increment from Tax Incremental District Number Ten receipted into the special fund specified in Section 7 hereof. The obligation of the City to pay pursuant to this Agreement does not constitute a general indebtedness of the City or a charge against the City's general taxing power. The provisions of SDCL 11-9-36 are specifically incorporated herein by reference. It is also specifically agreed that the City has made no representation that the proceeds from such fund shall be sufficient to retire the indebtedness incurred by the Developer under Section 4 hereof. In addition, the Developer specifically agrees to hold the City harmless and indemnify the City regarding any indebtedness incurred herein.

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

1. The retirement of all outstanding authorized TID Number Ten debt, as specified in Section 7 of this Agreement; or
2. Payment of the final positive tax increment payment authorized in the Project Plan specified in Section 2 of this Agreement, with such payment defined as a portion of the total amount being assessed in the year 2031, and payable in the second one-half of the year 2032. (17 years)

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

SECTION 11. If one or more provisions of this Agreement shall be invalid, illegal or unenforceable in any respect, it shall be given effect to the extent permitted by applicable law, and such invalidity, illegality or unenforceability shall not affect the validity of the other provisions of this Agreement.

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

SECTION 13. This Agreement shall be construed and the parties' actions governed by the laws of the State of South Dakota. Any dispute arising out of or related to this Agreement shall be litigated in the Seventh Judicial Circuit Court for the State of South Dakota, located in Deadwood, Lawrence County, South Dakota.

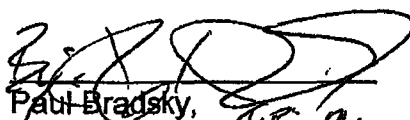
Dated at Deadwood, Lawrence County, South Dakota, this 7th day of August 2017.

City of Deadwood

OPTIMA L.L.C.



Charles Turbiville
Mayor



Paul Bradsky,

DR. Managing Member

ATTEST:



Mary Jo Nelson
Finance Officer



**FIRST AMENDMENT TO ASSIGNMENT AND PLEDGE AGREEMENT
(CADILLAC JACK'S EXPANSION, TRU HOTEL BY HILTON)**

This First Amendment to Assignment and Pledge Agreement ("*Amendment*") is entered into October 11, 2017, by and between Optima, LLC, a South Dakota limited liability company ("*Optima*"), with an address of 2675 Cavern Road, Rapid City, South Dakota 57702-4744 and First Interstate Bank ("*Lender*"), with an address of 152 Sherman Street, Post Office Box 447, Deadwood, South Dakota 57732-0447.

RECITALS

A. The City of Deadwood created Deadwood Tax Incremental District No. 10 ("*TID 10*") by Resolution Number 2016-18 on September 21, 2016.

B. The City of Deadwood approved the Project Plan for TID 10 by Resolution Number 2016-19 on September 21, 2016.

C. Optima and the City of Deadwood (the "*City*") are parties to a Contract for Private Development dated September 21, 2016 (the "*Development Agreement*") in which the City agreed to reimburse Optima for eligible project costs not to exceed \$2,000,000. The funds for the reimbursements to be made to Optima will originate from Tax Increment Revenues (as defined in the Development Agreement).

D. Lender and Optima are parties to a Business Loan Agreement dated December 29, 2016 (as may be amended, supplemented or modified), pursuant to which Lender made a loan to Optima in the original principal amount of \$2,000,000 to finance a portion of the development costs for the expansion of Cadillac Jack's Gaming Resort and construction of a Tru Hotel by Hilton.

E. As a condition to providing the loan to Optima, Lender required that Optima assign, transfer and set over to Lender all right, title and interest of Optima in, to and under the Development Agreement, including without limitation, all rights to reimbursement or payment for eligible project costs to which Optima is entitled from the tax increment revenues (collectively referred to herein as the "*TID 10 Reimbursements*").

F. Optima and Lender entered into an Assignment and Pledge Agreement dated December 26, 2016 (the "*Assignment*") pursuant to which Optima assigned its right to reimbursement and payment under the Development Agreement as security for the project financing. The City consented to the assignment and agreed to remit TID 10 Reimbursements directly to Lender.

G. At a regular meeting of the Deadwood City Commission held on August 7, 2017, the City Commission approved Amendment #1 to the Development Agreement ("*Amendment #1*"). Amendment #1 increased the maximum amount of project costs which are eligible for reimbursement from \$2,000,000 to \$2,600,000.

H. Lender agreed to provide an additional \$600,000 in project financing to Optima pursuant to a Change in Terms Agreement dated September 15, 2017. The additional financing was conditioned on Optima assigning its right to reimbursement or payment under Amendment #1 to Lender.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Each reference in the Assignment to the "Development Agreement" is amended to refer to the Development Agreement as modified by Amendment #1 and as may be further amended, supplemented or modified by the parties in the future).

2. This Amendment will not constitute a novation of the Assignment. Except as modified in this Amendment, all of the terms and conditions of the Assignment will remain in full force and effect.

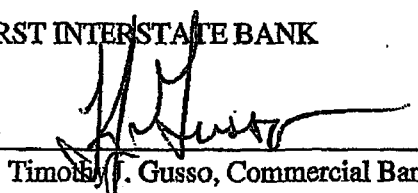
OPTIMA, LLC

By


Paul J. Bradsky, Manager

FIRST INTERSTATE BANK

By


Timothy J. Gusso, Commercial Bank
Manager III

CONSENT TO ASSIGNMENT AND PLEDGE

The City of Deadwood consents to the above First Amendment to Assignment and Pledge Agreement and agrees to remit all TID 10 Reimbursements directly to First Interstate Bank and to provide First Interstate Bank concurrent copies of any written notice delivered by the City to Optima, LLC.

Dated effective ^{November} ~~October~~ 16, 2017.

CITY OF DEADWOOD

By Charles Turbiville
Charles Turbiville, Its Mayor

ATTEST:

Mary Nelson
City Clerk



SEAL

10-18
60

Homeland Security Application 2018

Organization: Deadwood Police Department

HLS-2018-Deadwood Police Departmen-00016

Electronic Signature

I agree that the name shown below fully, accurately, and uniquely identifies me in the Electronic Database for Grant Application & Reporting (EDGAR) system. I am responsible for all uses of my user name and password, and any documents or changes with my credentials. My information will be kept confidential at all times.

I agree that by submission of this form, via the "SAVE" button, continues my electronic signature and the execution of documents in exactly the same manner as if I had signed, by hand, an original, paper version of documents in this system. I agree that I am authorized to apply for grant funding on behalf of the agency I represent and I am authorized to accept any subsequent grant awards.

I will contact the South Dakota of Homeland Security immediately if I believe my credentials have been compromised.

Kelly Fuller

Authorized Signer Signature

Homeland Security Application 2018

Organization: Deadwood Police Department

HLS-2018-Deadwood Police Departmen-00016

Risk Assessment - Not Required for State Agencies

Entity Information

Entity Name:

DUNS:

- 1). Has your entity previously received grant funding from the State? Yes
- 2). Does your entity have a policy regarding conflict of interest? Yes
- 3). Does a conflict of interest exist between your entity and DPS? No
- 4). Does the grant administrator have more than 3 years of experience in managing the objectives expected under this grant program? Yes
- 5). Does the grant administrator and financial staff who will oversee this grant have more than one year prior federal grant award experience? Yes
- 6). How long has your entity been in business? 100+ Years
- 7). Do you plan to turn over the award to another agency to complete the project? No
- 8). Will you hire and sign a contract with someone to complete part of the project? No
- 9). Does your entity have written policies and procedures for the following business processes that meet the minimum federal requirements?* Please see federal requirements shown below at: www.ecfr.gov; Title 2 -> Subtitle A -> Chapter II -> Part 200

a. Grant Compliance (200.302)	✓ Yes	No	
b. Procurement (200.317-200.326)	✓ Yes	No	N/A
c. Fixed Assets & Not Applicable (200.313))	✓ Yes	No	N/A

Accounting System & Financial information

- 1). What was the total budget for your agency in the most recent fiscal year? \$1,137,449.00
- 2). Which of the following best describes your entity's accounting system?

Manual	✓ Automatic	Combination
--------	-------------	-------------
- 3). Does the accounting system identify the deposits and expenditures of program funds for each grant separately?

✓ Yes	No
-------	----
- 4). Are time studies conducted for an employee(s) who receives funding from multiple sources?

Yes	No	✓ N/A
-----	----	-------
- 5). Does your entity have any concerns regarding the ability to provide the required match?

Yes	✓ No	N/A
-----	------	-----

Homeland Security Application 2018

Organization: Deadwood Police Department

HLS-2018-Deadwood Police Departmen-00016

Risk Assessment - Not Required for State Agencies

- | | | | | |
|-----|---|---|------|-------|
| 6). | If utilizing in-kind match, does your entity have a system in place for tracking and evaluating the in-kind match? | Yes | No | ✓ N/A |
| 7). | Did an independent certified public accountant audit your organization's financial statements? | ✓ Yes | No | |
| | a. If yes, for what year? | <div style="border: 1px solid black; padding: 2px; display: inline-block;">2016</div> | | |
| 8). | If your entity received over \$750,000 in federal funds from all sources total last year, was a single audit conducted on the entity per 2 CFR 200.501? | Yes | No | ✓ N/A |
| | a. If yes, were there any audit findings regarding program non-compliance and/or significant internal control deficiency? | Yes | No | |
| 9). | Are there currently any unresolved audit issues? | Yes | ✓ No | N/A |

Completed By:

Kelly Fuller

Name

Chief of Police

Title

1/2/2018

Date

Homeland Security Application 2018

Organization: Deadwood Police Department

HLS-2018-Deadwood Police Departmen-00016

Application

Applicant Name	Kelly Fuller	Date	1/8/2018
Agency	Deadwood Police Department	Agency DUNS Number	129873071
Address	100 Sherman Street		
City	Deadwood		
County	Lawrence County		
State	South Dakota		
Zip Code	57732		
Phone Number	(605) 578-2623		
Email	kelly@cityofdeadwood.com		

Is your agency a State Agency? Yes No

1. Projects receiving State Homeland Security Program grant funds must address one of the five National Preparedness Goal (NPG) mission areas. Select one mission area. *

✓ Prevention - capabilities under this goal prevent or stop a threatened or actual act of terrorism.

Protection - capabilities under this goal strengthen the homeland against acts of terrorism or natural disasters

Mitigation - capabilities under this goal are the steps taken before a disaster that reduce the loss of life and property

Response - capabilities under this goal save lives, protect property and the environment, and meet basic human needs after a disaster has occurred

Recovery - capabilities under this goal assist communities affected by a disaster to recover effectively

2. Each of the NPG mission areas includes a number of core capabilities. You may apply for a project that addresses one of the following capabilities. Select one capability below. *

Cybersecurity. This capability ensures the security of critical information by providing protection against damage, unauthorized use, or the exploitation of electronic communication systems and services. Examples: equipment or software that protects critical infrastructure electronic communication systems; cybersecurity training and exercises.

Fire Management and Suppression. This capability provides support for projects including structural, wildland, and specialized firefighting capabilities to manage and suppress fires of all types, kinds, and complexities while protecting the lives, property, and the environment in the affected area. Examples: fire department equipment, training, and exercises.

✓ Interdiction and Disruption. This capability enables law enforcement to intercept terrorism threats and conduct counterterrorism operations. Examples: law enforcement such as MDTs, ruggedized computers, and in-car video cameras; surveillance and security equipment to protect critical infrastructure accessible to law enforcement; law enforcement training and exercises with Homeland Security nexus.

Homeland Security Application 2018

Organization: Deadwood Police Department

HLS-2018-Deadwood Police Department-00016

Application

Operational Communications. This capability supports the SD Public Safety Communication Council statewide plan. State Radio compatible equipment, training, and exercises assure that public safety agencies can exchange critical information when needed. Examples: digital radios; programming; radio signal, amplifiers; repeaters; interoperable communication training and exercises.

Operational Coordination. This capability includes establishing National Incident Management System (NIMS) compliant command, control, and coordination structures to meet basic human needs, stabilize incidents, and transition to recovery. Examples: Incident Command System (ICS) Training and exercises; emergency operations center or mobile command equipment.

Planning. This capability includes strategic planning, preparedness reports, as well as resource management including credentialing individuals and team typing. Examples: Homeland Security meeting and conference expenses; equipment and software for typing, credentialing, and managing resources; counterterrorism records management systems.

Public Information and Warning. This capability includes delivering timely and accurate information about potential hazards to the community. Examples: warning sirens; telephonic warning systems; training and exercises to test PI&W systems.

Risk Management. This capability protects critical infrastructure by providing threat assessments; security equipment and training; and Citizen Corps Program activities. Examples: FEMA approved critical infrastructure assessments; risk and vulnerability training; generators for public shelters and critical infrastructure; surveillance equipment.

Screening, Search, and Detection. This capability supports emergency responders including veterinarians, laboratories, and medical providers who identify, discover, or locate threats and/or hazards through active and passive surveillance and search procedures. Examples: the use of systematic examinations and assessments, biosurveillance, sensor technologies, or physical investigation and intelligence.

Awards are competitive. Provide a narrative that fully describes your project including a description of how your project relates to the mission area and capability you selected above.

1. Project Title

Deadwood PD - Ballistic Shields

2. Project Description:

This project will involve the purchase of three (3) NIJ Level 3 folding ballistic shields. The versatility and portability of these shields will allow for easy transport in department patrol vehicles and allow for quick deployment by responding officers in a number of situations.

3. How does your project relate to the mission of Homeland Security: to ensure a homeland that is safe, secure, and resilient against terrorism and other hazards?

This project will better equip the Deadwood Police Department and enhance our capability to prevent or stop a

Homeland Security Application 2018

Organization: Deadwood Police Department

HLS-2018-Deadwood Police Departmen-00016

Application

threatened or actual act of terrorism. The added ballistic protection afforded by this project will increase officer safety and provide tactical and counterterrorism operations with additional options when dealing with armed subject(s). Examples: Active shooter, barricaded subject(s), building search/clearing, high risk vehicle stops etc...

The City of Deadwood has numerous planned special events throughout the year and hosts approximately 2,000,000 visitors annually. This project will enable the Deadwood Police Department to be better prepared in preventing, intercepting or responding to a terrorist incident!

4. Does the project impact a single entity or multiple entities? Describe entities impacted.

This project impacts multiple entities as the Deadwood Police Department routinely provides mutual aid to the Lead Police Department, Lawrence County Sheriff's Office, South Dakota Highway Patrol and the South Dakota DCI.

5. Are you requesting replacement equipment? ✓

If yes, how was the existing equipment funded?

7. Applicant must select a milestone that will measure the progress of your project. Milestones progress must be reported every six months until the project is completed in increments, Jan-June and July-Dec.

Complete Project and Submit Reimbursement Request

Estimated milestone completion date:

6/30/

2019

Homeland Security Application 2018

Organization: Deadwood Police Department

HLS-2018-Deadwood Police Departmen-00016

Budget/Submit

1. Agencies eligible for funding are listed below; select the category that describes your agency. *

State Agency

☒ Public/Local entity

Private/non-profit

2. Select funding category *

☒ Law Enforcement

Discretionary (Other)

3. Will you accept partial funding for your project? *

Yes

Show the budget requested for your project below. Totals will calculate upon **SAVE**.

Equipment must be listed as allowable on FEMA's Authorized Equipment List (AEL) and the AEL number must be shown in the table below.

The link for the AEL is: <https://www.fema.gov/authorized-equipment-list>

Item	Model Number	AEL Number	Price/Unit	# of Units	Total
Minuteman 3 VP Folding Ballistic Shield		01LE-01-SHLD	\$3,850.00	3	\$11,550.00
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
Equipment Subtotal					\$11,550.00

Other expenses: planning, training, exercise, etc.

Total

Other Subtotal

\$0

Application Total (Equipment + Other Expenses): \$11,550.00

Quotes and Sole Source Purchase

Homeland Security Application 2018

Organization: Deadwood Police Department

HLS-2018-Deadwood Police Department-00016

Budget/Submit

Two quotes are required for the items you are requesting (attach quotes below). If you do not have two quotes, attach a completed Request for Sole Source Purchase (link to form below). Items on state contract do not require more than a copy of the state contract quote (link website below).

SD Office of Procurement - State Contracts

[Click here for link to Request for Sole Source Purchase Form](#)

Debarment Statement

For any contract funded by federal grant funds expected to equal or exceed \$25,000 per vendor, a search must be performed using the Excluded Parties List System (EPLS) website www.sam.gov to assure that the vendor has not been excluded from doing business with the federal government. Attach the debarment report below.

Instructions for a debarment search are available here:

http://dps.sd.gov/homeland_security/documents/DebarmentSearchProcedures2015.pdf

Please select one of the following:

☒ My project does not equal or exceed \$25,000.

My project does equal or exceed \$25,000 per vendor. For each vendor listed above whose total is equal to or exceeds \$25,000, I have verified that this vendor has no current exclusions.

Attachments

Please attach two quotes, Request for Sole Source and/or debarment report as needed below. You may also attach supplemental information you'd like to include with your application. Documents will upload upon selecting Save.

Attachment https://sddps.intelligrants.com/_Upload/39891-BallisticShieldQuotes.pdf

Attachment

Attachment

Attachment

Attachment

For more information on the application process, please contact your Office of Emergency Management Regional Coordinator or call the Office of Homeland Security at (605) 773-3450.

Homeland Security Application 2018

Organization: Deadwood Police Department

HLS-2018-Deadwood Police Departmen-00016

Notes Page

Name	Date	Page	Subject	Message
Stefan Pluta	02/06/18	Application	Milestone Date	Changed to reflect 6/30/2019. Previously carried as 6/30/2018. Project cannot be completed before award date, if approved by regional review committee.

Homeland Security Application 2018

Organization: Deadwood Police Department

HLS-2018-Deadwood Police Departmen-00016

Account Transactions Page

Date	Type	From	To	Amount	Status	Balance
09/10/18	Award	9445	HLS-2018-Deadwood Police Departmen-00016	\$7,700.00	Awarded	\$7,700.00

PATRIOT3

Patriot3, Inc.
11040 Pierson Drive
Fredericksburg, VA 22408 USA
Tel: 540-891-7353
Fax: 540-891-5654
www.patriot3.com

QUOTATION

GD

TO:

SD, Deadwood Police Dept.
100 Sherman St.
Deadwood, SD 57732
Kelly Fuller - P3B / kelly.fuller@cityofdeadwood.com
TEL: 605-578-2623

SHIP TO:

SD, Deadwood Police Dept.
100 Sherman St.
Deadwood, SD 57732
ATTENTION: Chief Kelly Fuller

Quote No.	Date	Cust No	S/M	Payment Term	Delivery Promise	F.O.B.	Expiration
0001434	9/20/2018	SD0DEA	WL	Net 30	30 Days ARO	OUR DOCK	60 DAYS
Item	Quantity	UM	Part	Description	Price USD \$	Extended USD \$	
001	3 4	EA	P3B-MMC-001-0006	MINUTE MAN 3 WITH VIEWPORT NIJ III Police Patches Included	3,280.00	9,840.00	
800	1		FREIGHT	FREIGHT CHARGES	80.00	80.00	
Total for Quote USD\$						9,920.00 \$ 13,226.6	
Lead Time May Vary from Quoted Lead Time Depending on Inventory Availability at Receipt of Order ***Any shipping delays due to Dangerous Goods are deemed Force Majeure***							

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[SAVE](#) [ADD NOTE](#)

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Document Information: [HLS-2018-Deadwood Police Departmen-00016](#)

[Details](#)

You are here: > [Homeland Security Application 2018 Menu](#) > [Forms Menu](#) > Amendment Forms

GRANT AWARD AGREEMENT (AMENDED)

Instructions:

After reviewing your Grant Award Agreement, please sign the electronic signature below before pressing **SAVE**. Once you have saved your signature you must **SUBMIT** your Grant Award Agreement by pressing the **SUBMIT** button below.

Federal Award No. (FAIN):	Federal Award Date:	CFDA No.	Program Name:
2018-SS-0002-S01	9/1/2018	97.067	Homeland Security Grant Program

Federal Awarding Agency:	Federal Award Amount:
U.S. Dept. of Homeland Security	\$3,980,000.00

State Awarding Agency:	Address:	Phone Number:
South Dakota Office of Homeland Security	118 W Capitol Ave Pierre, SD 57501	(605) 773-3450

Agency:	Subrecipient DUNS No.	Subrecipient Contact:
Deadwood Police Department	129873071	Kelly Fuller

Subrecipient Award Amount:	Project Title:
\$11,550.00	Deadwood PD - Ballistic Shields

Subaward Start Date:	Subaward End Date:	Totals Funds Obligated to Subrecipient (all projects):
9/5/2018	6/30/2019	\$11,500.00

By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

1. South Dakota Office of Homeland Security Administrative Manual Terms & Conditions
2. FY 2017 Homeland Security Grant Program Funding Opportunity Announcement
3. Special Conditions: (specify)

Homeland Security awards are voted on by a regional review committee.

Due to the funding available, your application was partially funded.

The award amount allocated to your project is on the agreement you sign to accept the grant.

By your signature, you attest to SD Codified Law 1-56 including the following conditions:

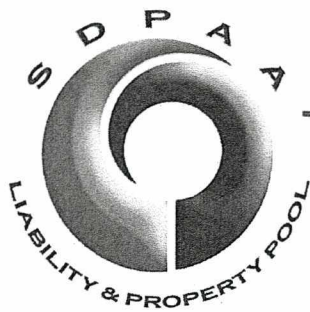
1. A conflict of interest policy is enforced within your organization;
2. The Internal Revenue Service Form 990 (Return of Organization Exempt from Income Tax) has been filed, if applicable, in compliance with federal law, and is displayed immediately after filing on your website;
3. An effective internal control system is employed by your organization; and
4. If applicable, your organization is in compliance with the federal Single Audit Act, in compliance with 4-11-2.1, and audits are displayed on your website.

SUBRECIPIENT AUTHORIZED ELECTRONIC SIGNATURE (NAME)	Date:
Kelly Fuller *	9/26/2018

S.D. OFFICE OF HOMELAND SECURITY SIGNATURE	Date:
Director	

Please press **SAVE** before submitting your Grant Award Agreement for Homeland Security final approval.

Submit



SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE

10-1-18
6E

MAIN OFFICE
208 Island Drive
Ft. Pierre, SD 57532

SATELLITE OFFICE
5024 Bur Oak Place, Suite 103
Sioux Falls, SD 57108

PHONE: 605.224.8654 Option 2
TOLL FREE: 800.658.3633 Option 2

Invoice # 25644

Invoice Date: 9/14/2018

Due Date: 10/14/2018

City of Deadwood
Attn: Mary Jo Nelson, Finance Officer
102 Sherman St
Deadwood, SD 57732

Please return one copy of invoice with payment.

===== SOUTH DAKOTA PUBLIC ASSURANCE ALLIANCE =====

Prior Year

Coverage		Effective Date	Amount
General Liability	\$ 79,104 -	9/27/2018	\$68,478.05
Auto Liability	27,397 -	9/27/2018	\$27,157.54
Auto Damage	8,260 -	9/27/2018	\$12,280.00
Law Enforcement	15,009 -	9/27/2018	\$14,441.10
Property	110,109 -	9/27/2018	\$111,335.00
Equipment Breakdown	21,794 -	9/27/2018	\$2,755.79
Coverage Total			\$236,447.48

2018 DISTRIBUTION			\$20,783.48
Renewal Credit	(956 -)	\$4,012.28	
Loss Control Credit	(7,645 -)	\$7,021.50	
Loss Ratio Credit	(10,513 -)	\$9,027.64	
Law Enforcement Credit	(750 -)	\$722.06	

Invoice Total **\$215,664.00**

Please make checks payable to:

South Dakota Public Assurance Alliance (SDPAA)
208 Island Dr.
Ft. Pierre, SD 57532

Thank you

Specialty Installation LLC

6113 Mountain Pine Lane
Rapid City, SD 57702

Estimate

Date	Estimate #
12/13/2017	199

Name / Address
Deadwood Rec Center 105 Sherman St. Deadwood, SD 57732

10-1-18
6 L

			Project
Description	Qty	Rate	Total
Provide and install 1 walk draw gym divider curtain. Curtain will divide the length of the court and store along the adjacent wall for approx 12 ft. The curtain, track and labor @\$4575.00. The material for the above ceiling supports and the labor @ \$1760.00		6,365.00	6,365.00
		Total	\$6,365.00

POSITION DESCRIPTION

10-1-18
6 C

PUBLIC BUILDINGS MAINTENANCE TECHNICIAN

GENERAL PURPOSE

Employee is responsible for the overall maintenance and repairs of all city-owned buildings including the city parking ramp. Employee may also assist the Public Works Department during snow emergencies.

SUPERVISION RECEIVED

Works under the direct supervision of the Transportation and Facilities Director.

SUPERVISION EXERCISED

Supervision of the janitorial staff working for the city within the public buildings department may be required in the absence of the Transportation and Facilities director.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Maintains and makes repairs to all city buildings.

Observes safe work practices while performing general maintenance.

Must take the initiative to makes repairs as needed or as submitted by work orders.

Establishes all maintenance procedures and guidelines for facilities, equipment and systems.

Observes good public relations when dealing with the public.

Performs other duties and work as may be required.

Cooperates with other City departments and assists as needed.

Will be on call every other week and also will be backup on call list for all alarm and key holder calls.

DESIRED MINIMUM QUALIFICATION:

EDUCATION AND EXPERIENCE

Must possess a high school diploma or GED equivalent.

NECESSARY KNOWLEDGE SKILLS AND ABILITIES

Must be self-motivated and a self-starter.

Must be knowledgeable in basic carpentry, painting, electrical, and plumbing. Must have a general understanding of HVAC systems.

Requires maintenance knowledge and servicing with respect to facilities, buildings and grounds of the City.

Must have computer skills and know basic programs such as Excel, Microsoft Word and Java.

SPECIAL REQUIREMENTS

Two years of commercial building maintenance experience is desired or other mechanical experience

Must have a valid South Dakota driver's license and must have, or be able to obtain, a Commercial Driver's License within one year of hire.

Must obtain a certified pool operator certification within 2 years of employment.

TOOLS AND EQUIPMENT USED

Basic power and hand tools.

Must have experience on running a skid-steer and other heavy equipment such as aerial lifts and forklifts.

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.

While performing the duties of this job, the employee must be used to walking on different types of terrain and in all types of weather. Must be able to stand for long periods of time in inclement weather. The employee is frequently required to use hands to finger, handle or operate objects, tools or controls, reach with hands and arms, climb or balance, stoop, kneel or crouch or crawl in all types of conditions.

The employee must be able to sit for a period of time. The employee must be able to lift or move 75 pounds. Specific vision abilities required for this job include close, distant, color, peripheral vision, depth perception and ability to focus.

WORK ENVIRONMENT

Lighting: natural or fluorescent

Space: large, open spaces or small spaces for repairs

Temperatures: extreme hot or cold temperatures may be encountered

The work environment characteristics described here are representative of those an employee encounters while performing the essential function of this job.

While performing the duties of this job, the employee frequently works outside in all types of weather conditions and is exposed to wet, hot, humid, cold conditions, fumes or certain airborne particles. The employee occasionally works near moving mechanical parts.

The noise level in the work environment is usually moderate to noisy.

SELECTION GUIDELINES

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

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

FUNCTIONAL JOB DESCRIPTIONS

DATE: _____

Position: _____ Public Buildings Maintenance Technician _____

Employee Name: _____

Physician Approval: _____

Date Developed: 05/15/17 Revisions: _____

PHYSICAL DEMANDS

Note: In terms of an eight hour workday.

ACTIVITY	HOURS AT ONE TIME	TOTAL IN AN 8 – 12 HOUR DAY	COMMENTS
Sit	< 1	6	Snow removal.
Stand	< 1	3	
Walk	< 1	1	Uneven surfaces, all weather conditions.

Occasionally = 1% - 33% 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		X			
Kneel		X			
Balance		X			
Push/Pull		X			

PHYSICAL DEMANDS

ACTIVITY	MAXIMUM	FREQUENTLY	CONTINUOUSLY	COMMENTS
Carry (pounds)	75 pounds			
Lift (pounds)	75 pounds			

ACTIVITY	RIGHT	LEFT	COMMENTS
Use of foot controls.	X	X	Operate Motor Vehicles
Simple hand grasping	X	X	
Firm hand grasping	X	X	
Fine manipulating	X	X	

SENSORY PERCEPTIONS

ITEM	YES	NO	COMMENTS
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			
Depth Perception	X		

Less than arm's length work.	X		
70 ° field of vision.	X		
Potential Safety hazard.	X		
Requires protective clothing or personal protective devices.	X		Goggles, gloves, steel toe boots, arm guards, safety glasses, hearing protection, dust masks, respirators, back supports.
Correctable vision to 20/40 Near/Far	X		

ESSENTIAL FUNCTIONS

WORKING CONDITIONS	YES	NO	COMMENTS
Worker is subject to inside environmental conditions; protection from weather conditions but not necessarily from temperature changes.	X		
The worker is subject to outside environmental conditions; no effective protection from weather.	X		
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		

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	DIFFICULT TO SAY
Public Contact:			
Routine	X		
Complaint	X		
Emergency	X		
Handling Conflict	X		
Handling multiple priorities	X		
Make decisions with limited information.	X		
Make non-routine or unexpected judgments.	X		
Operate in absence of clear expectations or procedures.	X		
Operate under short time frames; deadlines	X		
Serious consequences of error.	X		
Use of tact and diplomacy.	X		
Reasoning:			
Apply procedure	X		
Develop new procedure	X		
Information ordering: arrange things or actions in a certain order.	X		
Visualization: imagining how something will work.	X		
Comparison of letters, numbers, or patterns quickly and accurately.	X		

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

**JOB DESCRIPTION EMPLOYEE AGREEMENT
for PUBLIC BUILDINGS
MAINTENANCE SUPERVISOR**

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

Updated and Approved by City Commission: May 15, 2017

10-1-18
6N

**AGREEMENT FOR MAIN STREET MASTER PLAN (PHASE 1) SERVICES FOR
DEADWOOD, SOUTH DAKOTA**

This agreement is entered into the 1st day of October 2018 ("effective date") by and between the City of Deadwood, South Dakota, hereinafter referred to as the "City" and Winter & Company, hereinafter referred to as "Consultant" as follows:

1.0 RECITALS AND PURPOSE

- 1.1 The City desires to engage the Consultant to assist in crafting a Master Plan for the Deadwood Main Street.
- 1.2 The Consultant represents that it has the special expertise and background necessary to provide the City with these services.

2.0 SCOPE OF SERVICES

The Consultant agrees to provide the City with the specific professional services as set forth in the Consultant's scope of services attached hereto as Exhibit A.

3.0 COMPENSATION

- 3.1 The City shall pay the Consultant for services under this agreement a total contract lump sum amount of \$55,000.00. Such fee shall be inclusive of all costs of whatsoever nature associated with the Consultant's efforts, including but not limited to salaries, benefits, overhead, administration, and profits. Reimbursable expenses for travel and technical costs are included in the lump sum budget.

Consultant will not exceed the lump sum amount of \$55,000.00 for professional fees and reimbursable expenses. The scope of services and payment for the services and expenses shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services, which exceeds the amount payable under the terms of this Agreement.

- 3.2 The Consultant shall submit a detailed invoice to the City indicating the services performed and expenditures incurred for the specified time period. The City shall pay the invoice within thirty (30) days of receipt provided such amounts are not in dispute or the subject of disputes.

4.0 PROJECT REPRESENTATION

- 4.1 The City designates Kevin Kuchenbecker as the responsible City staff member to provide direction to the Consultant during the conduct of the project. The Consultant shall comply with the directions given by Kevin Kuchenbecker.

- 4.2 The Consultant designates Noré Winter as the Principal-in-Charge. The City may rely upon the guidance, opinions, and recommendations provided by the Consultant and its representatives.

5.0 TERM

The Consultant's services under this Agreement shall commence upon execution of this Agreement by the City and the Consultant. Consultant shall endeavor to complete the project in 6 months, from authorization to proceed, as outlined in Exhibit A.

6.0 INSURANCE

- 6.1 The Consultant shall procure and maintain the minimum insurance coverages listed below. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by the Consultant to maintain such continuous coverage.

6.1.1 Evidence of Workers' Compensation insurance or qualified self-insured status shall be provided, if requested.

6.1.2 General Liability insurance with bodily injury and property damage each occurrence ONE MILLION DOLLARS (\$1,000,000) and general aggregate TWO MILLION DOLLARS (\$2,000,000).

6.1.3 Comprehensive Automobile Liability insurance with maximum combined single limits for bodily injury and property damage of not more than ONE MILLION DOLLARS (\$1,000,000) in any one occurrence with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the services.

6.1.4 Professional liability insurance in the amount of ONE MILLION DOLLARS (\$1,000,000) against claims arising out of work provided for in this agreement.

7.0 INDEMNIFICATION

The Consultant agrees to indemnify and hold harmless the City and its elected and appointed officials, agents and employees, from and against liability, claims, demands, and expenses, including court costs and reasonable attorney fees, on account of any injury, loss, or damage, which arise out of or are in any manner connected with the services to be performed by Consultant, its officers and employees, under this contract. The obligations of this Section 7 shall not extend to any injury, loss, or damage, which is caused solely by the act, omission, or other fault of the City.

8.0 QUALITY OF WORK

Consultant's professional services shall be in accordance with the prevailing standard of practice normally exercised in the performance of professional services of a similar nature in the United States.

9.0 WORK PRODUCT/CONFIDENTIALITY

It is agreed that any and all information disclosed to the Consultant by the City in connection with this Agreement, as well as any ideas, concepts, know-how, or techniques developed for the City in the performance of this Agreement, will be held confidential by the Consultant and will not be disclosed to any other party without the express consent of the City.

10.0 INDEPENDENT CONSULTANT

Consultant and any persons employed by Consultant for the performance of work hereunder shall be independent contractors and not agents of the City. Any provisions in this Agreement that may appear to give the City the right to direct Consultant as to details of doing work or to exercise a measure of control over the work mean that Consultant shall follow the direction of the City as to end results of the work only. As an independent contractor, Consultant, its officers and employees, are not entitled to workers' compensation benefits except as may be provided by the Consultant nor to unemployment insurance benefits unless the independent contractor or some other entity provides unemployment compensation coverage. The Consultant is obligated to pay all federal and state income tax on any monies earned or paid pursuant to this contract relationship.

11.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

12.0 TERMINATION

- 12.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party, not caused by any action or omission of the terminating party. Terminating party will give the other party written notice at least fifteen (15) days in advance of the termination date.
- 12.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice to the Consultant at least seven (7) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the services rendered

to the date of termination, not to exceed the total amount of the Fee as set forth in Section 3.0 of this Agreement, and upon such payment, all obligations of the City to the Consultant under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies, which may be available to it.

13.0 INSPECTION

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

14.0 PUBLICATION REPRODUCTION AND USE OF MATERIAL

The Consultant may include copyrighted text and illustrations, produced in work prior to the contract with the City, which the Consultant relies upon to provide a custom-tailored product at the lowest possible price. Therefore, it is agreed that all original text and drawings produced by the Consultant prior to this contract, shall be the property of the Consultant.

The City, in its sole discretion, may use elements of all reports and drawings that are produced for the City in the course of this project in additional documents that it may choose to develop and make available for use within the community, state or nation, as long as such documents are for use of furthering the purpose and understanding of the original document. This use will require no additional compensation to the Consultant.

15.0 ENFORCEMENT

The laws of the State of South Dakota shall govern the formation, interpretation, and performance of this Agreement. No lawsuit pertaining to any matter under or growing out of this Agreement shall be instituted in any state other than South Dakota.

16.0 COMPLIANCE WITH LAW

Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules and regulations of the City for payment of all applicable taxes, and obtaining and keeping in force all applicable permits and approvals.

17.0 NON-DISCRIMINATION

The Consultant shall administer all functions without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identify or gender expression.

18.0 INTEGRATION AND AMENDMENT

Any changes to the terms and conditions as outlined herein must be mutually agreed upon by and between the parties and shall be incorporated in written amendments hereto, executed with the same formalities as this Agreement. No amendment or modification of this Agreement shall be effective until executed by the parties.

19.0 SEVERABILITY

If any provision of this Agreement is found to be illegal or unenforceable, then such provision shall be deemed stricken and the remaining provisions shall remain in full force and effect.

20.0 ASSIGNMENT

This Agreement shall be binding upon each of the parties, their successors, executors, administrators and assigns. The Consultant shall not assign, sublet, contract, or otherwise transfer its interest, in whole or in part, in this Agreement without the express written consent of the City. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of City.

CLIENT:

CITY OF DEADWOOD
108 Sherman Street
Deadwood, SC 57732

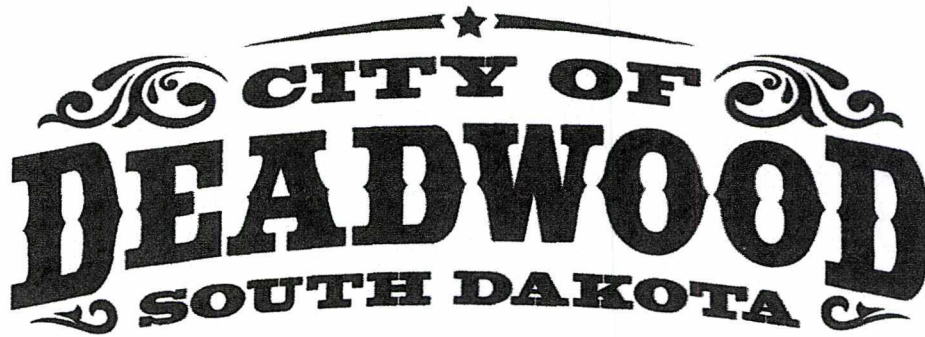
CONSULTANT:

WINTER & COMPANY
1155 Alpine Ave. Suite 260
Boulder, CO 80304
(303) 440-8445

By _____
Charles Turbiville
Mayor

By _____
Noré V. Winter
Principal

10-1-18
60



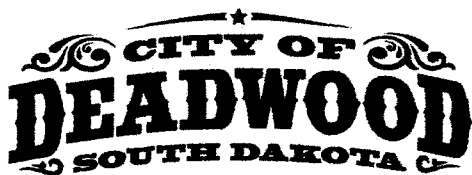
Event Complex Rental and Use Agreement

Event: Lead Deadwood Girls Softball Tournament

Date: June 21-23, 2019

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

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



Outdoor Event Complex
Deadwood, SD 57732

Deadwood Event Complex Rental and Use Agreement

Event Name: Lead Deadwood Girls Softball Tournament (Youth)

Contact Information:

Name of Applicant: Ashley Bertrand

Business/Organization: Lead Deadwood Girls Softball Assoc.

Mailing Address: 204 Park Ave

City, State Zip: Lead, SD 57754

Business Phone: 605-641-9748 Cell Phone: Same

Email Address: astahl8@hotmail.com

Dates Event Complex requested:

Set up Date(s): June 21, 2019 Hour(s): 8am

Event Date(s): June 21-23, 2019 Hour(s): 8am-10pm

Clean-up Date(s): June 23, 2019 Hour(s): 9pm-10pm

Approximate number of people who will attend: 200+

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

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

Office use Only

Key #

Key #

Key #

Key #

Key #

Key #

Key #

Deadwood Event Complex Rental and Use Agreement

Event Name: Lead Deadwood Girls Softball Tournament (Youth)

Compliance with Deadwood City Ordinances:

Please review the City of Deadwood Ordinances located on the City of Deadwood website:
www.cityofdeadwood.com or by calling (605) 578-2082.

- 1) Deadwood Codified Ordinance - Chapter 8.12 – Noise. This ordinance must be adhered to. A violation of this ordinance could be grounds for refusing future rental requests.
- 2) Deadwood Codified Ordinance – Title 5 – Business License. This ordinance may apply.

Additional contacts:

Names & contact number of event representatives or sub-contractors (i.e. security, refuge, etc.):

Name: Ashley Bertrand Title: President
Phone: 605-641-9748 Representing: LPSA

Name: John Rystrom Title: Vice President
Phone: 605-920-1001 Representing: LPSA

Name: Amber Vogt Title: Secretary
Phone: 605-580-1593 Representing: LPSA

Name: Brian Muhlberg Title: Board Member
Phone: 605-580-0098 Representing: LPSA

Name: _____ Title: _____
Phone: _____ Representing: _____

Name: _____ Title: _____
Phone: _____ Representing: _____

Deadwood Event Complex Rental and Use Agreement

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

Rental Fees:

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

Ticketed Events:

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

Rental Fees subject to change.

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

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

Please read the Use Guidelines for cancellation and reservation policies.

Fees

Refundable Deposits

Event Complex Facilities \$ _____ Key Deposit \$ _____
Parking Lots \$ _____ Cleaning/Damage Deposit \$ 500.00
Baseball Fields \$ _____

Total Fees \$ Request for waiver of fees Total Deposits \$ 500.00

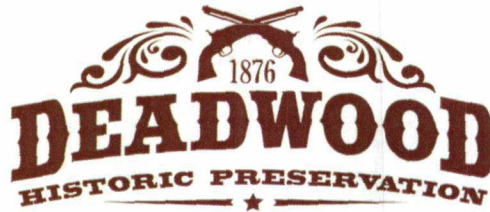
Please write separate checks to the City of Deadwood (one check for event and one check for deposits)

Organization: Lead Deadwood Softball Assoc.
Name: Ashley Bertrand Title: President
Signature: [Signature] Date: 9/13/18

For Office Use Only:

Date Fees Received _____ Total(s): _____
City Representative: _____ Title: _____
Signature: _____ Date: _____

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



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

10-1-18

MEMORANDUM

Date: September 27, 2018
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Quote for Benches

GP

The Historic Preservation Commission has approved staff's request to use General Maintenance funds from the 2018 Historic Preservation Budget to purchase two benches from Victor Stanley. The benches will be placed by the canon at the Elementary School as part of a small plaza. The total cost for the benches with shipping is \$4,011. These benches match the existing benches and are the same style and supplier.

This is part of a project identified and developed in 2013 (see attached drawings) during the rehabilitation of the foundation which the cannon is mounted. The school would now like to proceed and install the improvements next summer.

Recommended Motion: *Move to approve the purchase of benches from Victor Stanley for a total cost not to exceed \$4,011.00 to be taken out of HP General Maintenance.*



P.O. Drawer 330, Dunkirk, MD 20754
1.800.368.2573 (USA + Canada) TEL 301.855.8300 FAX 410.257.7579
VICTORSTANLEY.COM

SALES QUOTE

Sales Quote No: SQ95508
Revision Number: 0
Sales Quote Date: 09/17/18

Sell To:

City of Deadwood
Meghan Wittmis
108 Sherman Street
Deadwood, SD 57732

Customer No: C013197
Phone No: 605-578-2082
Contact Name:
Contact Phone No:
Terms: Pending
Associate: Megan Somosky

Project Name: CITY OF DEADWOOD-DIRECT BUY

Project Location State: SD

Ship To:

Please advise
108 Sherman Street
Deadwood, SD 57732

Ship Via: Contract Carrier
Ship Freight: Prepaid
Shipping Method: FOB Factory

This Quote is valid for 30 **days.**

Estimated Lead Time: Allow 8 to 10 (weeks)
for Production of your order.

All credit determinations are made by our Credit Department.

Comments:

- * Orders are released into production upon receipt of signed sales/purchase order, credit determination and (where applicable) deposit, payment bond, etc.
- * All products must be permanently affixed to the ground. Consult your local codes for regulations. Anchor bolts NOT provided.
- * Common Carrier unloading is the responsibility of the receiver.
- * While the vast majority of our components satisfy Buy America requirements, we must know if there are Buy America requirements before the order is placed.
- * It is the buyer's sole responsibility to inspect shipments at the time of delivery; any damage, loss, or shortage must be noted on the signed Proof of Delivery and reported to Victor Stanley within seven (7) days.
- * This quote is valid for shipment within normal production time. No deferred shipping dates are accepted without prior written approval.
- * Victor Stanley uses common carriers. Any additional service or re-consignment charges added during shipment will be the sole responsibility of the Buyer.

QTY	Model No.	Description	Unit Cost	Total Price
2	C-10	Classic Series Contoured Bench C-10 Components 6-Foot Black 2x3 Maple 2nd Site Systems Slats	1,674.00	3,348.00
1		Freight	663.00	663.00

Many Victor Stanley, Inc. products are covered by patents including but not limited to the following:
USA Patents: D458,431 S; D441,932 S; D452,760 S; D450,166 S; D445,982 S; D483,538 S; D487,177 S; D487,537 S; D487,538 S; D454,238 S; D476,455 S; D476,454 S; D417,053; 6,339,944 B1; D385,231; 5,660,907; 5,781,047; D396,012; D376,937; D383,615; D376,271; D384,512; D523,263 S; D532,620 S; D526,805 S; D585,793 S; D582,169 S; D576,792 S; D579,694 S; D585,220 S; D573,766 S; D573,769 S; D553,821 S; D585,209 S; D586,144 S; D579,684 S; D578,783 S; D581,173 S; D581,188 S; D563,689 S; D579,227 S; D579,685 S; D542,903 S; D561,967 S; D595,915 S; D595,916 S; D599,570 S; D601,770 S; D602,221 S; D606,271 S; D595,973 S; D601,823 S; D607,229 S; D609,933 S; D586,062 S; D621,295 S.
Canada: 998101; 96040; 96159; 98103; 96108; 110953; 110954; 117181; 126714; 126322; 126323; 130714; 130717; 126317; 126318; 126319; 126320; 126321; 130852; 130853; 130715; 130716; Canada Patent 2,184,348; Mexico Reg. Des. 001871; 28182.
EC Reg. Des. 000475579-0001; 000503287-0001; 000762630-0001; 000961404.
Other Patent(s): Pending.

Sub-Total: 4,011.00
Tax: 0.00

Total: 4,011.00

All figures are in US Dollars

Page: 1

Please review our Standard Terms of Production on proceeding pages

STANDARD TERMS OF PRODUCTION

TAXES

Prices on the specified products are exclusive of all city, state and federal excise taxes, including, without limitation, taxes on manufacture, sales, receipts, gross income, occupation, use and similar taxes. It is the responsibility of the purchaser to remit to the appropriate state or local authority all state sales tax not herein designated as well as the applicable use taxes, local taxes, permits and fees of any kind.

REGULAR PAYMENT TERMS

All payment terms are determined by the credit department. No order will be processed or placed into production until credit has been determined and a deposit has been received (if required). Purchaser is responsible for the timely payment of Victor Stanley's invoices within Victor Stanley's payment terms. In the unlikely event that collection activity is necessary due to the non-payment of past due invoices, Purchaser agrees that all collection charges, legal fees and interest incurred in such collection activity will be the sole responsibility of the Purchaser.

CANCELLATION FEE

Victor Stanley, Inc. manufactures all products to specific orders, and therefore reserves the right to charge a 30% cancellation fee if this order is canceled by the Buyer while goods are in production.

DELIVERY

All prices are FOB Factory unless otherwise stated by Victor Stanley, Inc. in writing.

INTEREST

If Buyer fails to pay in accordance with the terms of this agreement, an interest charge of 1.5% per month may be added to the unpaid balance.

ATTORNEYS' FEES

In the event that the Buyer fails to timely pay for the goods in accordance with the terms of this agreement or is otherwise in breach of its obligations to Victor Stanley, Inc., Buyer agrees to pay to Victor Stanley, Inc. the cost of collection, including its reasonable attorney's fees and suit costs.

DELAYS

Our lead time is an estimate only and Victor Stanley, Inc. is not responsible for any delays in our previously quoted or estimated shipping time. Victor Stanley, Inc. will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by Buyer by reason of such delay, if such delay is, directly or indirectly, caused by, or in any manner arises from, fires, floods, accidents, civil unrest, acts of God, war, governmental interference or embargoes, strikes, labor difficulties, shortage of labor, fuel, power, materials, or supplies, transportation delays, or any other cause or causes (whether or not similar in nature to any of these herein before specified) beyond its control.

NONCONFORMITY

All products made by Victor Stanley, Inc. are inspected before shipment, and should any of such materials prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Victor Stanley, Inc., Buyer shall not return the goods, but notify Victor Stanley, Inc. immediately, stating full particulars in support of claim, and Victor Stanley, Inc. will either replace goods upon return of the defective or unsatisfactory material or adjust the matter fairly and promptly, but under no circumstances shall Victor Stanley, Inc. be liable for consequential or other damages, losses, or expenses in connection with or by reason of the use of or inability to use materials purchased for any reason.

LIMITED WARRANTY

We warrant to the original purchaser the goods manufactured by us to be free from defects in material and workmanship for one year under normal use and service. Our obligation under this warranty shall be limited to the repair or exchange of any part or parts which may thus prove defective under normal use and service within one year from date of delivery, and which our examination shall disclose to our satisfaction to be defective. This warranty expressly excludes acts of misuse, vandalism or freight damage. Ductile Iron castings include a 10-year limited warranty against breakage. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON OUR PART.**

CONDITIONS

All orders or contracts are accepted with the understanding that they are subject to Victor Stanley, Inc.'s ability to obtain the necessary raw materials, and all orders or contracts as well as shipments applicable thereto are subject to Victor Stanley, Inc.'s current manufacturing schedules, and government regulations, orders, directives, and restrictions that may be in effect from time to time.

CONTROLLING PROVISIONS

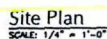
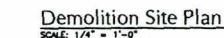
These terms and conditions shall supersede all provisions, terms and conditions contained on any confirmation order, or other writing Buyer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof. Victor Stanley, Inc. makes no representations or warranties concerning this order except such as are expressly contained herein, and this order may not be changed or modified orally.

CONTROLLING LAW

Any controversy or claim arising out of or relating to this order or the performance or breach thereof shall be governed by the laws of the State of Maryland and Buyer authorizes and agrees that suit may be brought within the State of Maryland by Victor Stanley, Inc. to collect for any breach of Buyer's obligations to pay for the goods.

SHIPPING CLAIMS

It is the sole responsibility of the Buyer to inspect all shipments at the time of receipt, both by comparing the number of packages received to the number outlined on the Bill of Lading, and by inspecting the packaging for damage. Damage, loss, or shortage must be noted on the signed Proof of Delivery prior to the departure of the delivery driver, and must be reported to Victor Stanley, Inc. within seven (7) days. Replacement cannot be guaranteed for damage, loss, or shortage not clearly noted on delivery paperwork and promptly reported to Victor Stanley, Inc. This includes damage to materials that will be stored for later use.

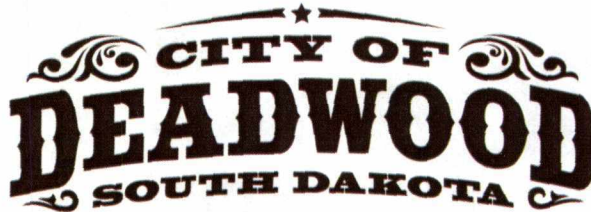


SECTION: COLORED CONCRETE SLAB W/ THICKENED EDGE
SCALE: 1 1/2" = 1'-0"



Ownership of instruments of Service. All reports, plans, specifications, drawings, field data, notes and instruments prepared by the design professional as instruments of service shall remain the property of the design professional. All common law, statutory and other reserved rights including the copyright therein shall be reserved by the design professional.

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



Tom Kruzel
Transportation and Facilities
Director
Telephone (605) 578-2082
tomk@cityofdeadwood.com

10-1-18
609

MEMORANDUM

Date: September 27, 2018
To: Deadwood City Commission
From: Tom Kruzel, Transportation and Facilities Director
Re: Rodeo Grounds Electrical Work

Electrical upgrades are needed at the Rodeo Grounds due to life safety issues. Deadwood Electric has submitted an estimate in the amount of \$2,544.67 to make the needed repairs.

Staff is asking City Commission for approval to pay Deadwood Electric in the amount of \$2,544.67 to be paid out of the HP Capital Assets Rodeo Grounds account.

Recommended Motion: *Move to approve payment to Deadwood Electric in the amount of \$2,544.67 to be taken out of the HP Capital Assets Rodeo Grounds account.*

10-1-18

BA

**NOTICE OF PUBLIC HEARING
FOR STREET CLOSURE
FOR HARVEST JUBILEE EVENT**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held October 1, 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 request:

Street Closure

Saturday, October 20, 2018: Main Street from Wall to Pine Street from 11:30 a.m. to 5:00 p.m.

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 17th day of September, 2018.

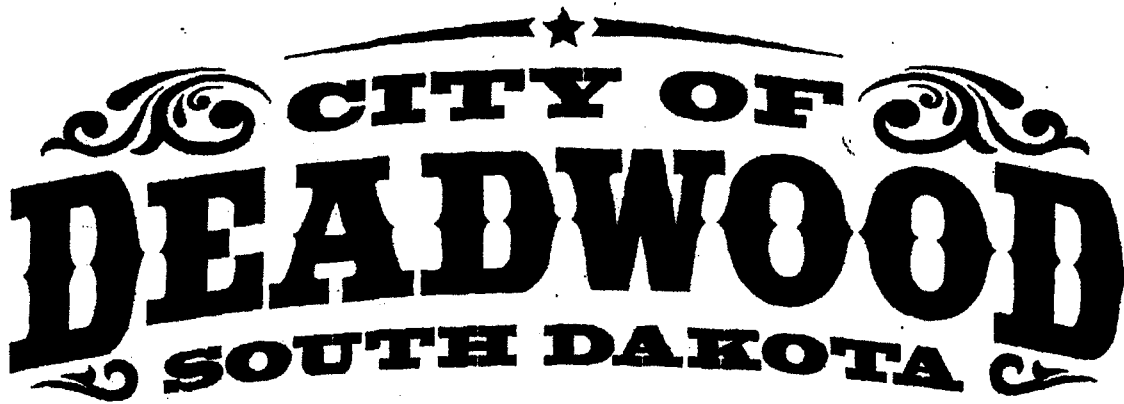
CITY OF DEADWOOD

/s/ Mary Jo Nelson, City Finance Officer

Publish B.H. Pioneer: September 22, 2018

For any public notice that is published one time:

Published once at the total approximate cost of _____.



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

Harvest Jubilee

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).

Type of Event:

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

Event Title: Harvest Jubilee

Event Date(s): Oct 20 2018 (month, day, year) Total Anticipated Attendance: 100

(# of Participants 50 # of Spectators 50)

Actual Event Hours: (from): 12:30 pm AM / PM (to): 4pm AM / PM

Location / Staging Area: Main St. Silverado to Mustang Sallys

Set up/assembly/construction Date: 10/20/18 Start Time: 12:30 AM AM / PM
11:30 AM

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

Dismantle Date: 10/20/18 Completion time: 5pm 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. — Pine St. to Wall St.

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

☐ Commercial (for profit)

☒ Noncommercial (nonprofit)

Sponsoring Organization: MSI Promotions Committee

Chief Officer of Organization (NAME): Louie Lalonde

Applicant (NAME): Louie Lalonde Business Phone: (605) 578 3346

Address: 657 Main Deadwood SD 57132
(city) (state) (zip code)

Daytime phone: (605) 580 1116 Evening Phone: () Fax #: ()

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

Name: _____

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

Contact person "on site" day of event or facility use Louie Lalonde Pager/Cell #: 605 3801116
(Note: This person must be in attendance for the duration of the event and immediately available to city officials)

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

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

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:

Box Car Derby
Pumpkin Bowling
Scarecrow contest
Pumpkin carving : largest pumpkin contest
Pet Costume contest
Farmers Market
Deadwood Rocks scavenger hunt
Face Painting, Pumpkin painting
Family Photo Booth

10-1-18
10 A

ORDINANCE #1280
AN ORDINANCE AMENDING CHAPTER 8.08.010 FIREWORKS AND BURNING

BE IT ORDAINED by the Deadwood City Commission of the City of Deadwood, that Chapter 8.08.010 be amended to read as follows:

No person may sell, cause to be sold, discharge or cause to be discharged any pyrotechnics of any description whatever within the city. However, a person or organization may present a public display of fireworks provided the individual or organization has first **completed City application** and obtained the permission of the city commission. Nothing in this chapter shall be construed as applying to toy paper caps containing not more than twenty-five hundredths of a grain of explosive composition per cap, nor shall it apply to the sale or use of signals necessary for the safe operation of public or private transportation, nor does this apply to the sale or use of blank cartridges for ceremonial, theatrical or athletic events.

Dated this 1st day of October, 2018.

CITY OF DEADWOOD

Charles Turbiville, Mayor

ATTEST:

Mary Jo Nelson
Finance Officer

First Reading:	October 1, 2018
Second Reading:	October 15, 2018
Publication:	October 18, 2018
Effective:	November 9, 2018

10-1-18
10B

STAFF REPORT
PLANNING AND ZONING JOINT MEETING
September 19, 2018

APPLICANT: APEX 1996 LLC
118 N. Kilgore St.
Kilgore, TX 75662

PURPOSE: Separate Parking from Unusable Land

GENERAL LOCATION: 612 to 614 Main Street

LEGAL DESCRIPTION: Lots 1 and 2 of APEX SUBDIVISION; Formerly Lot II-1 of Block H, Lot 403A, Being A Subdivision of Probate Lot 403, Lots I, J and K of Block H and Portions of Vacated Broadway Street, All Located in the Original Town of Deadwood, City of Deadwood, Lawrence County, South Dakota

FILE STATUS: All legal obligations have been completed.

ZONE: C1 – Commercial District

STAFF FINDINGS:

Surrounding Zoning:

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

Surrounding Land Uses:

Residential
Commercial Building
Commercial Building
Parking Garage

SUMMARY OF REQUEST

The Final Plat of Lots 1 and 2 of the APEX SUBDIVISION has been submitted to separate parking from vacant land. The property is located in the area of Broadway Alley.

FACTUAL INFORMATION

1. The property is currently zoned C1 – Commercial District

2. Lot 1 is comprised of 0.06 Acres \pm .
Lot 2 is comprised of 0.12 Acres \pm .
3. The subject property is located within the City Center designation.
4. The property is located within areas of 500 year flood.
5. Public facilities are not available to serve the property.
6. The area is located between Main St. and Williams St.

STAFF DISCUSSION

Lot 1 is currently utilized for parking and Lot 2 is unusable hillside.

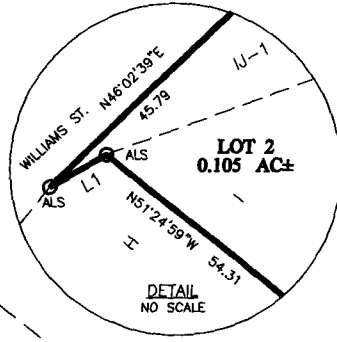
1. The North Arrow is shown on the plat with a direct reference to the coordinate mapping system.
2. Land is identified with a new legal description for the transfer of the land.
3. Surveyor's Certificate is shown with the name of the surveyor and his registered land surveyor number.
4. A date is shown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

ACTION REQUIRED:

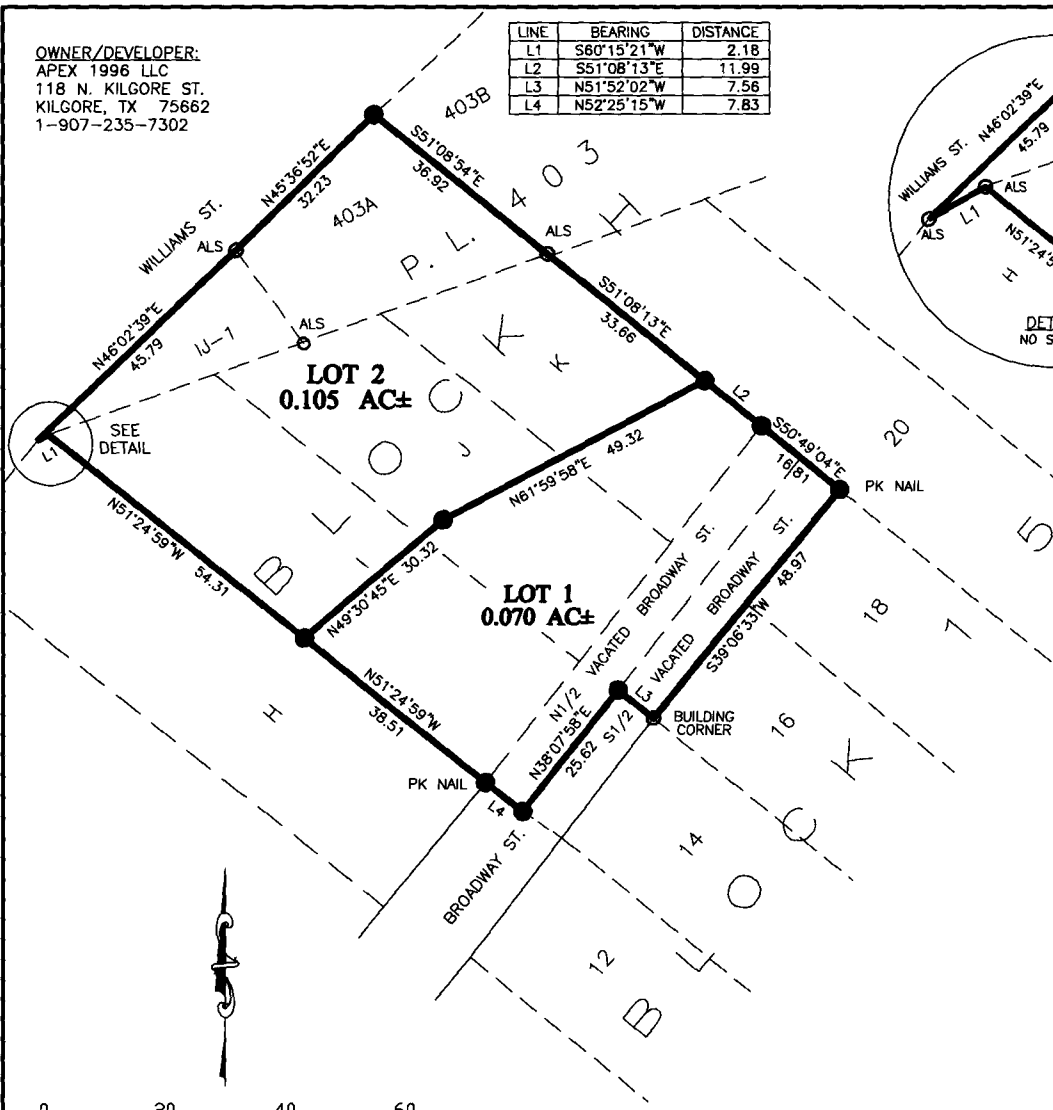
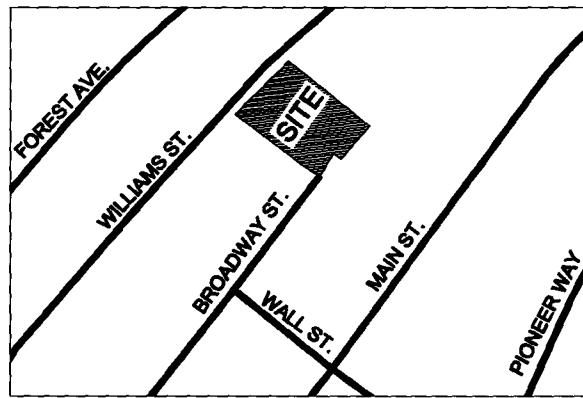
1. Approval / denial by Deadwood Planning and Zoning Commission.
2. Approval / denial by Deadwood Board of Adjustment.

OWNER/DEVELOPER:
APEX 1996 LLC
118 N. KILGORE ST.
KILGORE, TX 75662
1-907-235-7302

LINE	BEARING	DISTANCE
L1	S60°15'21"W	2.18
L2	S51°08'13"E	11.99
L3	N51°52'02"W	7.56
L4	N52°25'15"W	7.83



PLAT OF LOTS 1 AND 2 OF APEX SUBDIVISION;
FORMERLY LOT II-1 OF BLOCK H,
LOT 403A, BEING A SUBDIVISION OF PROBATE LOT 403,
LOTS I, J AND K OF BLOCK H AND
PORTIONS OF VACATED BROADWAY STREET,
ALL LOCATED IN THE ORIGINAL TOWN OF DEADWOOD,
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA



- LEGEND:**
- SET PIN AND CAP STAMPED "LS 3977" UNLESS NOTED
 - FOUND MONUMENT AS NOTED
- NOTES:**
1. PROPOSED LOT AREA = 0.175 ACRES±;
PROPOSED R-O-W AREA = 0.00 ACRES±;
AVERAGE DENSITY PER LOT = .009 ACRES±
TOTAL PROPOSED PLATTED AREA: 0.175 ACRES±
 2. 5' UTILITY EASEMENT ON INTERIOR OF ALL LOT LINES.
EASEMENTS INCLUDED IN LOT AREAS.
 3. ZONING IS C1 PER LAWRENCE CO. GIS ZONING MAP.
 4. LOTS 403A AND 403B RECORDED IN PLAT DOC#96-582.
 5. PORTIONS OF BROADWAY STREET VACATED BY CITY OF DEADWOOD RESOLUTION 2012-12.



**PLAT OF LOTS 1 AND 2 OF APEX SUBDIVISION;
FORMERLY LOT 11-1 OF BLOCK H,
LOT 403A, BEING A SUBDIVISION OF PROBATE LOT 403,
LOTS I, J AND K OF BLOCK H AND
PORTIONS OF VACATED BROADWAY STREET,
ALL LOCATED IN THE ORIGINAL TOWN OF DEADWOOD,
CITY OF DEADWOOD, LAWRENCE COUNTY, SOUTH DAKOTA**

SURVEYOR'S CERTIFICATE

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

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

OWNER'S CERTIFICATE

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

OWNER: _____

ADDRESS: _____

ACKNOWLEDGMENT OF OWNER

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

CERTIFICATE OF COUNTY TREASURER

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

APPROVAL OF HIGHWAY AUTHORITY

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

HIGHWAY AUTHORITY: _____

APPROVAL OF THE CITY OF DEADWOOD PLANNING COMMISSION

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

CITY PLANNER

CHAIRMAN

APPROVAL OF THE CITY OF DEADWOOD BOARD OF COMMISSIONERS

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

ATTEST: _____
FINANCE OFFICER MAYOR

OFFICE OF THE COUNTY DIRECTOR OF EQUALIZATION

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

LAWRENCE COUNTY DIRECTOR OF EQUALIZATION

OFFICE OF THE REGISTER OF DEEDS

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

LAWRENCE COUNTY REGISTER OF DEEDS FEE: \$ _____

SHEET 2 OF 2

	PREPARED BY: ARLETH LAND SURVEYING, LLC	24 CLIFF ST. DEADWOOD, SD 57732 1-605-578-1637	DATE: SEPT. 10, 2018 REV: SCALE: 1"=20'	APPROVED: JMA DRAWN: PD FILE: 9832.dwg

107-18
10C

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

NAME: Rellik Tattoo/ Dustin Flynn

PURPOSE: Request for Conditional Use Permit for a Tattoo Business

ADDRESS: 79 Sherman Street

LEGAL DESCRIPTION: Lot 21 and 23 Block 34 Original Town Deadwood, Lawrence County,
South Dakota

ASSESSORS NO.: 30025-03400-230-00

RE: Request for Conditional Use Permit for a Tattoo Business

WHEREAS, the above application for a Conditional Use Permit for a Tattoo Business in the C1 – Commercial District came on review before the Deadwood Planning and Zoning Commission and Deadwood Board of Adjustment at a Joint Meeting held on Wednesday, September 5, 2018. The application was recommended for approval by the Deadwood Planning and Zoning Commission. The Deadwood Board of Adjustment approved the Conditional Use Permit for a Tattoo Business as recommended by the Deadwood Planning and Zoning Commission with a required six month review.

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

FINDINGS OF FACT AND CONCLUSIONS

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

6. The subject area is zoned C1 – Commercial District. The area is characterized by mixed commercial uses.
7. The use, as proposed may or may not result in a substantial or undue adverse effect on adjacent property or the character of the neighborhood and the use may not alter the character of the area therefore requiring a six month review of the CUP.
8. The granting of the conditional use permit would not increase the proliferation of non-conforming uses. The use is expressly allowed in the C1 – Commercial District under certain conditions and the conditions were met.
9. Based on these findings, the Deadwood Planning and Zoning Commission and the Deadwood Board of Adjustment approved the request for a Tattoo Business at 79 Sherman Street, Deadwood, South Dakota.

ATTEST:

Ms. Mary Jo Nelson, Finance Officer
City of Deadwood
/ / /18

Mr. Charles Turbiville, Mayor
City of Deadwood
/ / /18

Mr. Tony Biesot, Chairman
Planning and Zoning
/ / /18

Mr. John Martinisko, Secretary
Planning and Zoning
/ / /18

Proposal

Page # _____ of _____ pages

10-1-18
10P

PROPOSAL SUBMITTED TO:	City of Deadwood	JOB NAME		JOB #	
ADDRESS	Richard Gordon Park	JOB LOCATION			
	Deadwood SD 57732	DATE	9-12-2018	DATE OF PLANS	
PHONE #	641-7733	FAX #		ARCHITECT	

We hereby submit specifications and estimates for:

1) Trim 5 Silver Maple trees, 3 Cottonwood trees and 1 Boxelder tree for safety, health and branch structure,

Clean up all debris

implement proper safety barriers and ground personal to allow the park to be utilized while work is being performed

total \$11,500

We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of:

\$ eleven thousand five hundred dollars and no cents _____ Dollars

with payments to be made as follows: 100% upon completion of job

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submitted

Brock Axthelm

Note — this proposal may be withdrawn by us if not accepted within 365 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____



Dharma Tree Care, LLC

605-645-6939 P.O. Box 756 Spearfish, SD 57783 DharmaTreeCare@gmail.com



September 21st 2018

Bob Nelson
City of Deadwood
Richard Gordon Park
Deadwood SD 57732

RE: Trim five large Silver Maples, three Cottonwoods, one Boxelder, three smaller trees and shrubs for safety, health and branch structure. Clean up all debris.

Implement proper safety barriers and ground personal to allow the park to be utilized while work is being performed.

Total: \$11,500.00 (eleven thousand five hundred dollars and no cents)

Please make check payable to:
Dharma Tree Care, LLC
PO BOX 756
Spearfish, SD 57783

Respectfully,

Brock Axthelm
Dharma Tree Care, LLC

10-1-18
10 E

***Addendum to Concession
Agreement***

CITY OF DEADWOOD CONCESSION AGREEMENT Between
THE CITY OF DEADWOOD
and
CHEYENNE CROSSING STORE, LLC

THIS ADDENDUM TO CONCESSION AGREEMENT, (hereinafter referred to as the "Agreement"), is entered into between The City of Deadwood operating through its Department of Public Works (hereinafter referred to as the "City") and its Director, and Cheyenne Crossing Store, LLC, a South Dakota limited liability company, (hereinafter referred to as the "Concessionaire").

PART A – SPECIAL CONDITIONS AND COVENANTS OF AGREEMENT

A-3 PERIOD OF PERFORMANCE; TERM OF AGREEMENT

- (a) City and Concessionaire agree to a three (3) year extension pursuant to the original Concession Agreement between the City and Concessionaire dated November 14, 2016 upon the same terms and conditions as the original Concession Agreement. This extension shall expire on November 14, 2021.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Concession Agreement to be executed by their respective representative(s):

FOR THE CONCESSIONAIRE: CHEYENNE CROSSING STORE, LLC

By: _____
P. David Brueckner
Its: Authorized Member

STATE OF SOUTH DAKOTA

COUNTY OF _____

On this _____ day of _____, 2018, before me personally appeared P. David Brueckner, to me known to be the Authorized Member of Cheyenne Crossing Store, LLC, who executed the foregoing instrument, and acknowledged that he executed said instruments as his free and voluntary act for uses and purposes therein mentioned.

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

(Seal)

Notary Public
My Commission expires

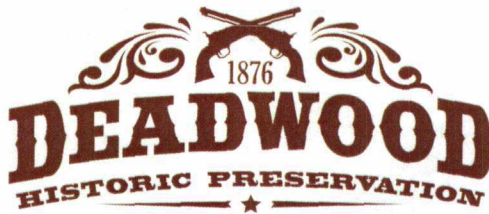
FOR THE CITY: CITY OF DEADWOOD

By _____
Charles Turbiville
Its: Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

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



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

10-1-18
10 F

MEMORANDUM

Date: September 27, 2018
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Bob Nelson, Jr., Zoning Administrator
Re: Construction Manager at Risk

After reviewing the five proposals from the firms seeking the Construction Manager at Risk (CMAR) project the planning, design and management of the construction of the public gathering space, the selection committee narrowed the proposals down to three firms for interviews.

It is the committee's recommendation to select Scull Construction Service, Inc. to enter into negotiations as the CMAR firm of record for public gathering space. On their team are also Chamberlain Architects and Wyss Associates, Inc. along with other sub-firms.

The first step Scull Construction Service, Inc. will take is to define the vision, mission and goals of the public gathering space project and proceed with schematic design, design development and budget development. The Scull Construction team will also coordinate and work with the Winter & Company team to ensure both the public gathering space and the Main Street Master Plan projects work well together.

The committee is recommending the City Commission direct City staff to negotiate a contract with Scull Construction Service, Inc. in an amount up to \$300,000 to prepare the final plans and ready the project up to the construction phase of a public gathering space. This method was at the recommendation and support of the Governor Dennis Daugaard. The funding will be from the already approved and committed funding from the State of South Dakota's GOED funds.

This time line and phase of the project will provide the City with the opportunity to further engage the possibility of additional financial support from the State of South Dakota and prepare for future bonding needs.

Recommended Motion: *Move to approve entering into negotiations with Scull Construction Service, Inc. in an amount not to exceed the State's support to complete the final plans and prepare to move into the construction phase of a public gathering space.*



United States Department of the Interior



BUREAU OF LAND MANAGEMENT
South Dakota Field Office
309 Bonanza Street
Belle Fourche, South Dakota 57717-1698
www.blm.gov/montana-dakotas

In Reply Refer To:
(MT040)1610

Scoping Notice

10-1-18
11A

Dear Interested public:

The Bureau of Land Management (BLM) is holding a public scoping meeting to seek input about BLM administered public lands south of Lead, South Dakota in Township 4 North Range 3 East Sections 15, 16 and 17. Refer to the attached map for more information about the location of this public land.

The two meeting topics include 1) the management of the Yellow Creek Shooting Range and 2) livestock grazing on BLM administered public lands along Whitewood Creek.

BLM is considering transferring lands in and around the shooting range to the City of Deadwood. Management of grazing on lands east of the shooting range is currently under review. Prior to implementing any management changes, an environmental review would be completed as required by the the National Environmental Policy Act (NEPA).

The meeting will be held at the Brownsville Fire Station at 11790 Brownsville Road Deadwood, SD on **October 4**, 2018 from 4:30 to 7:00 PM. The Brownsville Fire Station is approximately seven miles south of Deadwood along Highway 385.

Any questions or comments about the shooting range should be directed to Daniel Velder at 605-892-7003. Grazing questions can be directed to Mitch Iverson at 605-892-7008.

Sincerely,

Lori (Chip) Kimball
Field Manager

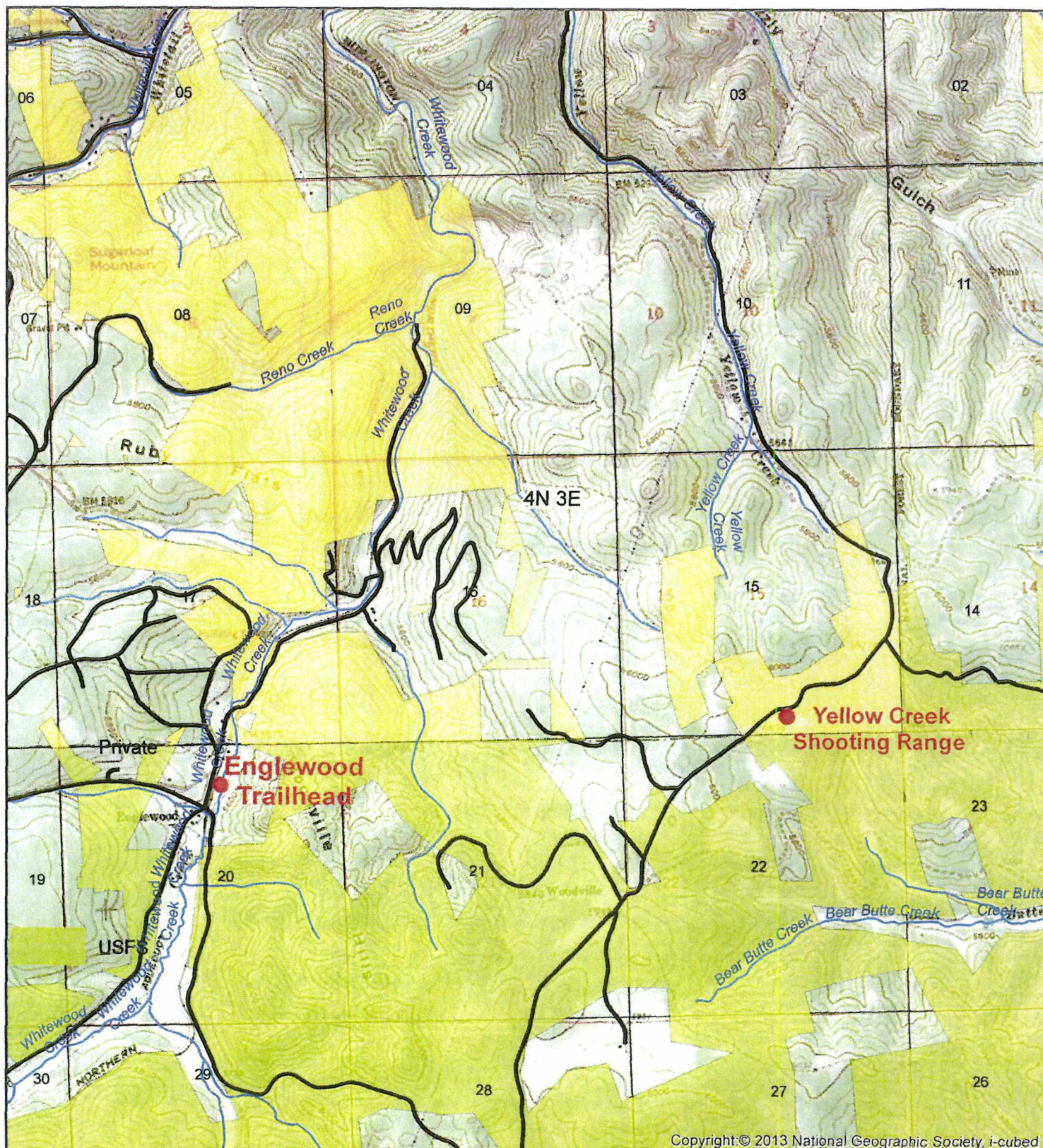
Attachments: (1)



Yellow Creek and Englewood Area

Creator: miverson

Date: 9/21/2018



Copyright: © 2013 National Geographic Society, i-cubed

Legend



BLM



USFS



Perennial Stream or River



Private Land



Roads_SouthDakota

Projected Coordinate System: NAD 1983 Albers
Geographic Coordinate System: GCS North American 1983
Datum: D North American 1983

1:30,570

Document Path: W:\Range 2018.mxd

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
MONTANA-DAKOTAS

CAUTION:
Land ownership data is derived from less
accurate data than the 1:250,000 scale base
map. Therefore, land ownership may not be
shown for parcels smaller than 40 acres, and
land ownership lines may have plotting errors
due to source data.

No warranty is made by the Bureau of Land Management
for the use of the data for purposes not intended by the BLM.

0.00 0.75 1.5 0.3 0.45 0.6

