

CITY OF DEADWOOD  
102 SHERMAN STREET  
AGENDA  
Regular Meeting  
5:00 p.m. April 16, 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 11:00 a.m. on the Friday preceding the next scheduled meeting to be placed on the agenda.

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **APPROVE MINUTES OF April 2, 2018**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**
  - A. Joann Eastman-Proclamation Declaring May 4 as Arbor Day
  - B. Proclamation Declaring May as Wildland Fire Awareness Month
  - C. Lee Harstad on behalf of Buffalo Chip Campground-requests Main Street closure from Deadwood to Pine Streets from 9:00 p.m. to 10:30 p.m. on Thursday May 3
  - D. Deadwood Chamber requests free parking at metered spaces for Kool Deadwood Nites registered cars during event
  - E. Deadwood Alive requests consideration of license for operation of Deadwood Stagecoach from Memorial Day through Labor Day weekends, except for major scheduled events, pending proof of insurance and other ordinance requirements.
  - F. Elks Lodge/Neighborworks requests public hearing for special alcohol license from 5:00 p.m.-8:00 p.m. on Thursday, April 26, 2018 at Masonic Temple-determine time and date of special meeting which is necessary for approval.
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. Purchase trailer from Chain Saw Center for Parks Department in the amount of \$5,970.00 (budgeted)
  - B. Permission to pay Arleth Land Surveying \$2,870.00 from Planning and Zoning professional service budget to complete planning phase of Mickelson Trail platting
  - C. Approve Special Alcohol License for Saloon #10 to serve liquor at Event Complex Thursday, June 7 through Saturday, June 9 for PBR Event. No public hearing necessary since license is on publicly owned property
  - D. Acknowledge interest payment of \$78,800.00 on 2009 Sales Tax Revenue Bond by ACH on May 31, 2018
  - E. Remove Archives Intern Evangeline Tarway from payroll effective April 1, 2018.

- F. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Yvonne Foreman and Robert J. and Barb Schallenkamp.
- G. Accept quote and allow Mayor to sign proposal from Interstate Engineering to develop details for mitigation plan approved by FEMA on February 28, 2018 for cold storage building on Timm Lane at cost not to exceed \$2,500.00. Cost to be paid from Public Buildings budget.
- H. Permission to purchase two sets of chains for sander from Rud-Chain at cost of \$2,520.50 from Streets (budgeted)
- I. Approve purchase of cigarette ash urns from Victor Stanley at total cost of \$2,871.00 to be paid from HP Capital Assets
- J. Renew and allow Mayor to sign contract with Macrovision, LLC to provide marketing and media management services at cost of \$50.00 per hour, to be paid from Historic Preservation
- K. Approve Request for Qualifications for Main Street Master Plan with deadline for RFQ submission on May 23, 2018
- L. Permission to apply for RTP Grant for the Whitewood Creek Boardwalk Reconstruction – 2019-2020
- M. Permission to apply for DOT Access Grant for Crescent Street Reconstruction 2019-2020
- N. Permission to hire the following seasonal trolley employees pending pre-employment screening: Herb Cowart at \$12.06 per hour, Doug Magnuson and Linda Kottke at \$13.40 per hour
- O. Transfer Parking ramp employees Lyle Fritzmeier to part time trolley driver at \$13.40 per hour and Karla Cameron to part time Finance Office position at \$11.61 per hour.
- P. Permission to hire Greg Nelson for seasonal position to assist with maintenance of historic properties at \$11.04 per hour effective May 7, 2018
- Q. Permission to hire Jacob Schlinkert for part time Rec Center front desk position at \$9.48 per hour, effective May 5, 2018, pending pre-employment drug screen.

7. **BID ITEMS**

- A. Report from Commissioners Todd and Ruth regarding additional information received from meetings held with interested parties regarding Pavilion
- B. Decision to accept or reject bids on Pavilion Demolition and Parking Lot Construction (continued from April 2, 2018)

8. **PUBLIC HEARINGS**

- A. Hold public hearing for Sunday Event Series: street closure on Deadwood Street from Main to Pioneer Way from 2:00 p.m. to 6:00 p.m. for the following Sundays: June 17, June 24, July 1, July 8, July 15, July 22, July 29, August 19, September 2 and September 9. Request relaxation of open container on Deadwood Street between Main Street and Pioneer Way, and Motor Lodge Parking Lot.
- B. Hold public hearing for 3 Wheeler Rally addition: grant special liquor license to Cheyenne Crossing on the following dates: July 10 through July 14.

- C. Hold public hearing for Northern Hills Community Band Street Closure on July 26 for Annual Days of 76 Concert, and use of breezeway at Interpretive Center on July 28
- D. Hold public hearing for PBR Pro Event: open container on the following dates: June 7, June 8 and June 9 at Event Complex.
- E. Hold public hearing for Mustang Rally Event: street closure August 30
- F. Hold public hearing for Mustang Monday Event: waiver of user fees August 27 and 28, open container August 27 and grant special liquor license to Deadwood Chamber on August 27 at Event Complex.
- G. Hold public hearing for Rope for the Gold Event: waiver of user fees June 14 through June 18 at Event Complex.
- H. Hold public hearing for Cheyenne to Deadwood Wagon Train Event: waiver of user fees August 18 and 19 and Event Complex.
- I. Hold public hearing for NAJA Shrine Circus Event: waiver of user fees and waiver of vending fees on June 30.
- J. Hold public hearing for Days of '76 Event: waiver of vending fees July 24 through July 28, waiver of user fees July 18 through August 1, street closure July 27 and July 28, open container and grant special liquor license to Days of 76 Committee on the following dates: July 21, 22, 23, 24, 25, 26, 27 and July 28 and grant special liquor license to Days of 76 Committee on July 24, 25, 26, 27 and 28.
- K. Hold public hearing for Days of '76 –Steer Roping Event: waiver of vending fees August 19 through August 21, waiver of user fees August 19 through August 21, open container August 18, 19, 20, and 21, and grant special liquor license on August 19, August 20, and August 21.

9. **OLD BUSINESS**

10. **NEW BUSINESS**

- A. Second Reading of Ordinance #1272 Creating BID District #8
- B. Discussion and action to remove billboard from city property due to nonpayment by Barefoot Resort
- C. Approve purchase of GeoEvent server from ESRI in the amount of \$19,000.00 and professional services of Ferber Engineering for development, training and technical services at cost not to exceed \$20,000.00. Costs will be allocated from Parking and Transportation Fund for \$25,000.00, Historic Preservation Fund for \$14,000.00.
- D. Permission to purchase barrier handler from Kenco Inc. in the amount of \$4,142.00 with freight for boom truck to set and remove crowd safety barriers, to be paid from Streets Dept. (unbudgeted)
- E. Permission to purchase 15 crowd control barriers not to exceed \$5,000.00 to be used during street closures, made from colored concrete and designed in such a manner for pedestrians to safely navigate around. To be paid from Bed and Booze fund (unbudgeted)

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

*No action can be taken*

- A. Update on speed reduction request to SD DOT
- B. Earth Day Highway Cleanup on April 21, 2018 from 9:00 a.m. to noon.  
Meet at Event Center parking lot.

12. **EXECUTIVE SESSION**

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

13. **ADJOURNMENT**

## REGULAR MEETING, APRIL 2, 2018

The Regular Session of the Deadwood City Commission convened on Monday, April 2, 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., Mark Speirs, Charlie Struble, and Gary Todd. All motions passed unanimously unless otherwise stated.

### APPROVAL OF MINUTES

Speirs moved, Ruth seconded to approve the minutes of March 19, 2018. Roll Call: Aye-All. Motion carried.

MARCH, 2018 PAYROLL: COMMISSION, \$4,096.14; FINANCE, \$28,084.59; PUBLIC BUILDINGS, \$9,370.70; POLICE, \$107,105.41; FIRE, \$7,905.72; BUILDING INSPECTION, \$5,999.64; STREETS, \$47,825.77; PARKS, \$25,962.80; PLANNING & ZONING, \$7,589.16; LIBRARY, \$9,762.22; RECREATION CENTER, \$22,915.76; HISTORIC PRESERVATION, \$24,118.49; WATER, \$24,002.44; PARKING METER, \$13,136.74; TROLLEY, \$23,554.71; PARKING RAMP, \$4,808.45. **PAYROLL TOTAL: \$366,238.74**

### MARCH, 2018 PAYROLL PAYMENTS:

Internal Revenue Service, \$89,327.71; S.D. Retirement System, \$39,315.44; Delta Dental, \$4,008.96.

### APPROVAL OF DISBURSEMENTS

Struble moved, Todd seconded to approve the March 20, 2018 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS	CONTRACT	354.35
ACE HARDWARE	SUPPLIES	4.99
ALPINE IMPRESSIONS	SERVICE	50.00
ALSCO	MATS/WELCOME CENTER	539.70
AMANO MCGANN	SIGNS	2,934.00
AMERICAN ASSN. FOR STATE	WEBINAR	40.00
ARLETH LAND SURVEYING	RESEARCH	1,295.00
BALCO UNIFORM	UNIFORMS	91.10
BARCO PRODUCTS	BENCH	2,041.92
BH CHEMICAL	SUPPLIES	213.66
BH SECURITY	SERVICE	2,082.45
BH SPECIAL SERVICES	CLEANING	700.00
CANYON VIEW AMISH	BENCH	533.00
CHAINSAW CENTER	SUPPLIES	660.00
CITY OF DEADWOOD	STARTUP	1,000.00
CITY OF LEAD	SHELTER	3,515.73
COMPUTER SUPPORT	SERVICE	43.50
CONOVER, MICHAEL	PROJECT	13,265.32
CONVERGINT TECHNOLOGIES	INSPECTION	341.58
CREATIVE PRODUCT SOURCING	SUPPLIES	295.00
CULLIGAN	SUPPLIES	29.00
DAVID TODD FOSSEN	PROJECT	2,800.00
DEADWOOD CHAMBER	SERVICE	36,633.22
DEADWOOD DEVELOPMENT	PROJECT	851.95
DEER MOUNTAIN GUTTER	GUTTERS	155.04
DEMCO	SUPPLIES	1,183.83
EAGLE ENTERPRISES	SUPPLIES	1,310.27
EB COMMUNICATIONS	SERVICE	3,019.30
ECOLAB	SERVICE	160.68
EMERY-PRATT	BOOKS	169.58
ESRI	MAINTENANCE	9,400.00
ESRI	MAINTENANCE	1,600.00
FIRST INTERSTATE BANK	TIF PAYMENT	10,467.91
FIRST NATIONAL CREDIT CARD	SUPPLIES	1,168.94
FORGEY CONSTRUCTION	PROJECT	6,505.56
GALLS	UNIFORMS	929.38
GAYLORD BROS.	SUPPLIES	256.69
GRACE LUTHERAN CHURCH	GRANT	2,277.21
GREATMANS SPECIALTY	PROJECT	3,409.50
HAWKINS	SUPPLIES	1,015.50
HOMETOWN TROLLEY	SUPPLIES	396.33
INTERNATIONAL CODE COUNCIL	RENEWAL	135.00
INTERSTATE ENGINEERING	PROJECT	9,699.28
JACOBS WELDING	SERVICE	111.67
K-LOG	SUPPLIES	1,157.22
KIMBALL MIDWEST	SUPPLIES	1,164.72
KIRWAN, HARLEY	POWER	3,750.00
LAMB PAINTING	PROJECT	3,061.23
LEAD-DEADWOOD SCHOOL	ELECTION	8.67
LIBERTY NATIONAL BANK	TIF PAYMENT	139,166.98
MEHLBERG CONSTRUCTION	PROJECT	1,260.20
METERING & TECHNOLOGY	SUPPLIES	217.66
MIDWEST TAPE	DVDS	908.48
MDU	UTILITIES	11,722.74
MS MAIL	SERVICE	1,039.38
MUTUAL OF OMAHA	INSURANCE	235.75
NATIONAL BUSINESS FURNITUR	SUPPLIES	345.68
OPHEIM, JOSEPH AND JULIE	PROJECT	2,505.97
OTIS ELEVATOR	SERVICE	133.53



## REGULAR MEETING, APRIL 2, 2018

OVERDRIVE	MAINTENANCE	1,500.00
P.I.E.	SUPPLIES	860.38
PINNACLE CARPET CLEANING	SERVICE	864.23
PITNEY BOWES	POSTAGE	500.00
PONTIUS, JERRY	REIMBURSEMENT	16.50
PUSH-PEDAL-PULL	SERVICE	291.00
QUICK TROPHY	PLATES	58.83
QUIK SIGNS	SIGNS	480.21
QUILL	SUPPLIES	183.23
R.S. HUGHES	FASTENER	26.33
RASMUSSEN MECHANICAL	REPAIR	849.26
REAUSAW, RALPH	PROJECT	1,398.04
RUNGE, MIKE	PROJECT	1,580.85
S AND C CLEANERS	CLEANING	1,740.00
SCHOLASTIC	BOOKS	49.75
SD DEPT. OF MOTOR VEHICLES	TITLE	16.20
SD DEPT. OF REVENUE	PLATES	472.69
SD PUBLIC HEALTH LAB	TESTING	30.00
SERVALL	SUPPLIES	1,321.35
SEW IT GOES	SERVICE	357.00
SOUTHSIDE OIL	OIL	907.50
STRETCH'S	WINDOWS	650.93
SYMBOL ARTS	BADGES	700.00
THE LORD'S CUPBOARD	RECYCLING	59.28
TOM'S T'S	SUPPLIES	254.15
TWIN CITY CLOTHING CENTER	ALLOCATION	2,500.00
TWIN CITY HARDWARE	SUPPLIES	4,160.83
TWIN CITY HARDWARE	GRANT	166.05
VAST	SERVICE	3,223.25
VERIZON WIRELESS	SERVICE	133.49
VIEHAUSER ENTERPRISES	KEY	4.00
WELLMARK	INSURANCE	43,524.40
WESTERN COMMUNICATIONS	BATTERIES	329.45
WHITE'S CANYON MOTORS	SERVICE	472.87
WL CONSTRUCTION	SUPPLIES	469.99
ZEP SALES	SUPPLIES	155.25

TOTAL \$360,672.64

## ITEMS FROM CITIZENS ON AGENDA

### Request

Todd moved, Ruth seconded to approve the Parking and Transportation recommendation to allow Alkali Ike Tours to utilize Lower Main Parking Lot on a trial basis along the creek, by the fence next to the Welcome Center. Roll Call: Aye-All. Motion carried.

### CONSENT

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

- A. Allow Finance Office to make 2018 allocation to Deadwood Lead Economic Development in the amount of \$48,000.00 from Bed and Booze Fund (budgeted)
- B. Permission to increase wage of Police Officer Sonya Papousek from \$20.73 hr. to \$23.03 hr. effective March 2, 2018 after successful completion of becoming certified; 100% of prevailing wage.
- C. Permission to hire Jason Huber for certified officer position at rate of \$23.03 effective April 3, 2018, pending pre-employment testing
- D. Permission to pay Golden West \$6,876.19 for computers and installation in Police Department (budgeted item)
- E. Approve the following official depositories for the City of Deadwood per SDCL 9-22-6; Wells Fargo Bank, Deadwood SD; First National Bank, Lead SD; BankWest, Pierre SD; First Interstate Bank, Deadwood SD (for Lodge at Deadwood lease payment escrow account)
- F. Permission for Mayor to sign Oakridge Cemetery Certificates of Purchase and Warranty Deeds for Michael D. & Traci L. Tusha, and Phyllis Reiser.
- G. Approve purchase of equipment for patrol vehicle in Police Department from Light and Siren at cost of \$4,141.00
- H. Permission to increase wage of Lifeguard Ethan Barkdull from \$10.01 hr. to \$10.28 hr. effective April 5, 2018 after completing one year of service.
- I. Permission to hire the following seasonal employees at Mt. Moriah effective May 14, 2018: Georgeann Silvernail, Ardath Waisanen, and Linda Carrico at \$9.70 per hour. Jerilyn Rich, Donna Randolph and Ruth Durst at \$9.20 per hour, Loretta Klein at \$9.48 per hour, and Doris Schenk at \$11.03 per hour, pending pre-employment screening.
- J. Permission to hire Colt Bradley and Coltan Radenslaben at Parks Department effective April 9, 2018 at \$10.28 per hour, pending pre-employment screening.
- K. Permission to move Katie Tieman and Hanna Campbell from Rec Center Front Desk positions to Rec Center Lifeguard positions and change their rate of pay from \$8.93 per hour to \$10.01. Both have attained lifeguard certification.

## **REGULAR MEETING, APRIL 2, 2018**

- L. Accept letter of retirement from Asst. Librarian Carol Hauck effective June 30, 2018.
- M. Permission for Mayor to sign contract with tallgrass for Whitewood Creek Phase 3 project design for \$21,084.00. (approved March 19, 2018)
- N. Permission for Mayor to sign ten year Easement Agreement with Harley Kirwan at 669 Main Street, to allow grantees to repair and re-install Tootsie sign at that location.
- O. Pass Resolution 2018-15 to Surplus: Trolley and sell to Sanford Lab Visitor's Center in the amount of \$5,000.00

### **RESOLUTION NO. 2018-15 TO DECLARE THE FOLLOWING SURPLUS PROPERTY**

**BE IT RESOLVED** by the Deadwood City Commission that the City of Deadwood approved the following be declared surplus and sold to Sanford Lab Visitor's Center for \$5,000.00.

#### **2009 Ford Trolley - VIN#1F6NF53Y780A04855**

Dated this 2nd day of April, 2018

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

- P. Permission to hire Paige Barthel as Historic Preservation intern at \$9.20 per hour beginning May 7, pending pre-employment screening
- Q. Permission to hire Valerie Meiners as Rec Center receptionist at \$9.20 per hour effective April 4, 2018 pending pre-employment screening

#### **BID ITEMS**

Mayor Turbiville stated seven bids were opened for Pavilion Structure Demolition and Parking Lot Construction at 9:00 a.m. on March 27 as advertised. Bid bonds were included in the following bid submittals:

RCS Construction - \$421,503.10, Alternate 1 – Deduct \$5,000.00

GTI Companies - \$439,040.19, Alternate 1 – Deduct \$0.00

Quinn Construction - \$498,057.00, Alternate 1- Deduct \$10,000.00

Simon Contractors - \$498,426.88, Alternate 1 – Deduct \$0.00

Journey Group dba Ainsworth Benning - \$500,521.04, Alternate 1 –Deduct \$6,000.00

CAI2 - \$560,258.09, Alternate 1 – Deduct \$50,000.00

Mainline Contracting - \$579,997.82, Alternate 1 – Deduct \$6,000.00

Commissioner Ruth stated he is hesitant to approve the bid due to the resounding desire of residents to have a gathering space on Main Street. Ruth requested a continuance until next meeting to ensure the City is going as far as needed to satisfy the Governor's question. Mayor Turbiville indicated the plan was to create a parking lot on that space, and questioned how that affects the Governor's decision. Commissioner Todd expressed concerns about negatively impacting negotiations with Silverado by proceeding with the parking lot. He also asked if Silverado would compensate City for money spent on the lot if the land exchange occurs. Speirs reminded Commission about the contract City signed four weeks ago to provide parking to the school, and stressed importance of that commitment. After much discussion, Ruth moved, Struble seconded to continue awarding bid for Pavilion Structure Demolition and Parking Lot Construction until April 16. Roll Call: Aye-Ruth, Speirs, Struble, Todd. Nay-Turbiville. Motion carried. Mayor Turbiville appointed Commissioner Ruth and Todd to committee to obtain answers.

#### **PUBLIC HEARINGS**

##### **Bid 8**

Public hearing was opened at 5:21 p.m. by Mayor Turbiville to hear comments about Resolution of Intent to Levy mailed to members in proposed district. No one spoke in favor or against, hearing closed. Speirs moved, Struble seconded to approve BID 8 Resolution of Intent to Levy per Resolution 2018-09. Roll Call: Aye-All. Motion carried.

## REGULAR MEETING, APRIL 2, 2018

### Set

Todd moved, Ruth seconded to set the following public hearings for open container, use of public space, waiver of vending fees on April 16: 3 Wheeler Event, Northern Hills Community Band, PBR Pro Event, Mustang Rally Event, Mustang Monday Event, Rope for the Gold Event, Cheyenne to Deadwood Wagon Train, NAJA Shrine Circus, Days of '76 Event, Days of '76 Steer Roping Event, and Sunday Event Series. Roll Call: Aye-All. Motion carried.

### NEW BUSINESS

#### Ordinance #1272

Ruth moved, Struble seconded to approve first reading of Ordinance #1272 Creating Business Improvement District 8. Roll Call: Aye-All. Motion carried.

### Discussion

Discussion was held concerning safety issues between City Hall and Family Dollar parking lots. Transportation and Facilities Director Kruzel stated Safety Committee, Parking and Transportation Committee recommended jersey barriers on the property line, which will alleviate the safety issue due to traffic crossing in front of vehicles leaving City Hall and Water St area. After discussion concerning signage versus barriers, Todd moved, Ruth seconded to install jersey barriers along city property, starting at the sidewalk up to Family Dollar Building, leaving room for a sidewalk. Roll Call: Ruth, Struble, Todd, Turbiville. Nay-Speirs. Motion carried.

### Request

After discussion concerning parking, Ruth moved, Todd seconded to act as Board of Adjustment and approve request for Conditional Use Permit at 7 Fillmore Street to convert single-family home to duplex. Approved by Planning and Zoning Commission with recommendation that parking spaces be striped and signed by Planning and Zoning Commission. Roll Call: Aye-Ruth, Struble, Todd, Turbiville. Nay-Speirs. Motion carried.

### ADJOURNMENT

Speirs moved, Struble seconded to adjourn the regular session at 5:35 p.m. The next regular meeting will be on Monday, April 16, 2018.

After coming out of executive session at 5:37 p.m. Todd 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: 04311 COMBINED - 4/17/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3309	THE LORD'S CUPBOARD					
		I-041118	101-3000-699	MISC REVENUE RECYCLING PROCEEDS	000000	36.86
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	36.86
01-0418	BLACK HILLS PIONEER					
		I-124 - 2018	101-4111-423	PUBLISHING MINUTES - 3/5/18	000000	152.92
		I-130 - 2018	101-4111-423	PUBLISHING ANNUAL REPORT - MUNIC.OF DWD	000000	66.53
		I-919 - 2018	101-4111-423	PUBLISHING NOTICE-MTG/ LOCAL REVIEW BOARD	000000	15.80
		I-927 - 2018	101-4111-423	PUBLISHING MINUTES - 2/20/18	000000	286.44
		I-960 - 218	101-4111-423	PUBLISHING NOH - KOOL DWD NITES	000000	34.19
		I-961 - 2018	101-4111-423	PUBLISHING NOH - MICKELSON TRAIL MARATHON	000000	14.32
		I-962 - 2018	101-4111-423	PUBLISHING NOH - BEER FEST EVENT	000000	17.09
		I-963 - 2018	101-4111-423	PUBLISHING NOTICE TO BID - PAVILION DEMO	000000	32.43
		I-966 - 2018	101-4111-423	PUBLISHING NOTICE-MTG/LOCAL REVIEW BOARD	000000	15.80
			DEPARTMENT 111	COMMISSION	TOTAL:	635.52
01-0607	GOVERNMENT FINANCE OFFI					
		I-0123001-3/27/18	101-4142-422	PROFESSIONAL MEMBERSHIP RENEWAL	000000	160.00
01-0800	MORRISON, RONDA					
		I-040418	101-4142-426	SUPPLIES REIMB. - SDML MTG.	000000	83.99
01-2160	DATA FLOW					
		I-28243	101-4142-426	SUPPLIES CHECKS - FINANCE OFC	000000	225.13
			DEPARTMENT 142	FINANCE	TOTAL:	469.12
01-0223	COCA COLA BOTTLING HIGH					
		I-2509671	101-4192-426	SUPPLIES (2) COFFEE/PARKS	000000	134.00
01-0429	BLACK HILLS ENERGY					
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES WELCOME SIGN UPPER MAIN	000000	22.62
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES WELCOME SIGN BOULDER CANYON	000000	24.19
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES WELCOME SIGN JCT HWY 385 & CLI	000000	14.07
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES 1 MILLER STREET	000000	15.50
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES 17 RAYMOND ST LIGHTS	000000	17.32
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES WELCOME SIGN DEADWOOD HILL	000000	23.11
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES SAMPSON STREET PUMP	000000	17.87
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES PRESSURE REG STATION	000000	186.14
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES GAYVILLE PUMP	000000	12.00
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES 1 MCKINLEY ST TRAFFIC LIGHTS	000000	64.27
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES WELL HOUSE OAKRIDGE CEMETERY	000000	136.01
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES 565 MAIN STREET LIGHTS	000000	36.05
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES 135 SHERMAN STREET LIGHTS	000000	61.03

PACKET: 04311 COMBINED - 4/17/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY	continued				
	I-POWER	03-28-18 PB	101-4192-428-13	UTILITIES - R 105 SHERMAN ST REC CENTER	000000	7,204.69
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES 398 WILLIAMS STREET LIGHTS	000000	32.47
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES 51 1/2 DUNLOP AVE LIGHTS	000000	21.22
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES 610 BROADWAY STREET	000000	115.48
	I-POWER	03-28-18 PB	101-4192-428-07	UTILITIES - F FIRE HALL	000000	747.26
	I-POWER	03-28-18 PB	101-4192-428-07	UTILITIES - F 737 MAIN STREET FIRE HALL	000000	10.85
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES SHERMAN-PINE ST TRAFFIC SIGNAL	000000	50.38
	I-POWER	03-28-18 PB	101-4192-428-19	UTILITIES - G 418 CLIFF STREET	000000	130.80
	I-POWER	03-28-18 PB	101-4192-428-03	UTILITIES - B BALLFIELD 15 CRESCENT ST	000000	70.23
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES CORNER TRAFFIC SIGNAL LIGHTS	000000	197.68
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES SPEED SIGN 101 CHARLES STREET	000000	16.07
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES PUMP 119 DENVER AVENUE	000000	906.89
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES TRAFFIC LIGHTS 4 LANE	000000	141.94
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES 509 WILLIAMS STREET LIGHTS	000000	21.77
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES TIMMS LANE POLE BUILDING	000000	50.27
	I-POWER	03-28-18 PB	101-4192-428-10	UTILITIES - L DEADWOOD LIBRARY	000000	604.62
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES 105 1/2 SHERMAN ST TRAFFIC LTS	000000	80.74
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES 102 WATER TANK LANE	000000	12.00
	I-POWER	03-28-18 PB	101-4192-428-15	UTILITIES - T TROLLEY BARN	000000	304.04
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES 7 1/2 PECK STREET LIGHTS	000000	33.50
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES WILD BILL STATUE LIGHT	000000	12.00
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES 135 WILLIAMS STREET LIGHTS	000000	32.16
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES 34 LINCOLN AVENUE LIGHTS	000000	49.04
	I-POWER	03-28-18 PB	101-4192-428-06	UTILITIES - D RODEO GROUNDS ARENA	000000	31.40
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES 368 WILLIAMS STREET LIGHTS	000000	28.56
	I-POWER	03-28-18 PB	101-4192-428-09	UTILITIES - H THORPE BLDG 150 SHERMAN ST	000000	708.83
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES 65 SHERMAN STREET	000000	1,855.12
	I-POWER	03-28-18 PB	101-4192-428-01	UTILITIES - A ADAMS HOUSE INFO CENTER	000000	67.39
	I-POWER	03-28-18 PB	101-4192-428-07	UTILITIES - F FIRE DEPT SIREN MCGOVERN HILL	000000	15.50
	I-POWER	03-28-18 PB	101-4192-428-03	UTILITIES - B CONSESSION STAND 16 CRESCENT	000000	185.20
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES PRV 180 CLIFF STREET	000000	110.81
	I-POWER	03-28-18 PB	101-4192-428-17	UTILITIES - D DAYS OF '76 MUSEUM 40 CRESCENT	000000	3,480.28
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES 20 WABASH STREET LIGHTS	000000	25.01
	I-POWER	03-28-18 PB	101-4192-428-04	UTILITIES - C 108 SHERMAN STREET CITY HALL	000000	2,728.02
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES 22 DUDLEY STREET LIGHTS	000000	30.95
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES 9 CEMETERY STREET LIGHTS	000000	15.25
	I-POWER	03-28-18 PB	101-4192-428-02	UTILITIES - A ADAMS MUSEUM	000000	630.82
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES METHODIST MEMORIAL PARK	000000	26.05
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES CUTTING MINE DEADWOOD GULCH	000000	43.67
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES 101 MICKELSON TRAIL	000000	500.76
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES PUMPHOUSE 34 MT MORIAH DRIVE	000000	12.00
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES TICKET BOOTH/BATHROOM	000000	13.94
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES 301 CLIFF STREET	000000	1,186.54
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES PRV STATION 4 DAKOTA STREET	000000	239.29
	I-POWER	03-28-18 PB	101-4192-428-01	UTILITIES - A ADAMS HOUSE	000000	309.69
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES 178 SHERMAN STREET LIGHTS	000000	82.14
	I-POWER	03-28-18 PB	101-4192-428-21	UTILITIES - W 501 MAIN STREET WELCOME CENTER	000000	1,197.64
	I-POWER	03-28-18 PB	101-4192-428	UTILITIES 46 FREMONT STREET LIGHTS	000000	61.00

PACKET: 04311 COMBINED - 4/17/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0429	BLACK HILLS ENERGY	continued				
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES 22 WASHINGTON STREET LIGHTS	000000	57.64
		I-POWER 03-28-18 PB	101-4192-428-08	UTILITIES - H INTERPRETIVE CENTER	000000	1,100.23
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES 4 MT MORIAH ROAD LIGHTS	000000	41.25
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES MT MORIAH VISITORS CENTER	000000	451.06
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES 5 SIEVER STREET	000000	615.83
		I-POWER 03-28-18 PB	101-4192-428-11	UTILITIES - P PARK SHOP 15 CRESCENT STREET	000000	298.18
		I-POWER 03-28-18 PB	101-4192-428-06	UTILITIES - D 15 CRESCENT STREET RODEO	000000	1,156.27
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES 7 1/2 SAMPSON STREET LIGHTS	000000	28.74
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES 62 FOREST AVENUE LIGHTS	000000	45.82
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES REDWOOD TANK	000000	164.43
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES PUMP 50 PLEASANT STREET	000000	50.22
		I-POWER 03-28-18 PB	101-4192-428-12	UTILITIES - P DEADWOOD PAVILION	000000	356.32
		I-POWER 03-28-18 PB	101-4192-428-12	UTILITIES - P 767 MAIN STREET	000000	10.85
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES TRAFFIC SIGNALS & PRK LOT BLDG	000000	168.03
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES WATER HEAT TAPE	000000	32.94
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES PRESSURE REDUCTION STATION	000000	252.72
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES FLAG 2 MOUNT MARIAH DRIVE	000000	49.03
		I-POWER 03-28-18 PB	101-4192-428-14	UTILITIES - S CITY SHOP 62 DUNLOP AVENUE	000000	737.19
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES SPEED SIGN 1 1/2 MCKINLEY ST	000000	12.36
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES 8 DAKOTA STREET LIGHTS	000000	18.90
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES 2 BURNHAM AVE LIGHTS	000000	32.99
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES 49 SHERMAN STREET LIGHTS	000000	223.12
		I-POWER 03-28-18 PB	101-4192-428	UTILITIES 17 PLEASANT STREET LIGHTS	000000	27.35
01-0479	EPCO ENVIRONMENTAL PROD					
		I-62664	101-4192-426-10	SUPPLIES - LI MERV 8 PLEAT AIR FILTER/LIBRAR	000000	8.04
01-0547	M&M SANITATION					
		I-35755	101-4192-422-05	PROFESSIONAL MONTHLY TOILET RENTAL/COLD STG	000000	110.00
01-1380	WASTE CONNECTIONS, INC.					
		I-12339773	101-4192-426-11	SUPPLIES - PA MARCH GARBAGE PICKUP/PARKS	000000	432.04
		I-12340956	101-4192-426-20	SUPPLIES - RE MARCH RECYCLING BINS/PUB BLDGS	000000	520.00
01-1502	BLACK HILLS CHEMICAL					
		I-132534	101-4192-426	SUPPLIES ROLL TOWEL-TOILET PAPER/PB	000000	116.83
		I-132878	101-4192-426	SUPPLIES BLEACH-SUPER CONCENTRATE/PB	000000	329.85
01-1694	GRIMM'S PUMP & INDUSTRI					
		I-10828	101-4192-434	MACHINERY/EQU ALKOTA BX SERIES 518/TROLLEY	000000	3,689.00
01-3116	FREEMAN'S ELECTRIC SERV					
		I-077050-IN	101-4192-433-04	IMPROVEMENTS- WIRE POLICE STATION/CITY HALL	000000	4,100.00
01-3151	KONE INC.					
		I-949879823	101-4192-422-17	PROFESSIONAL- MARCH ELEVATOR MAINTENACE/MUS	000000	155.80
01-3346	REGIONAL HEALTH					

PACKET: 04311 COMBINED - 4/17/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 192 PUBLIC BUILDINGS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-3346	REGIONAL HEALTH		continued			
		I-040618	101-4192-422	PROFESSIONAL TESTING	000000	18.00
01-3554	DAKOTA SEALANTS INC.					
		I-1806	101-4192-425-13	REPAIRS - REC RECAULK WATERSLIDE-POOL DECK/R	000000	1,200.00
01-3895	AFFORDABLY CREATIVE ENG					
		I-102	101-4192-422-12	PROFESSIONAL- PAVILION DEMOLITION	000000	1,900.00
01-4057	VIEHAUSER ENTERPRISES,					
		I-16452	101-4192-426-11	SUPPLIES - PA ASSA KEY TWIN 140/PARKS	000000	24.00
		I-16794	101-4192-425-04	REPAIRS - CIT SCHLAGE SPRINGLATCH/ADAMS MUSE	000000	44.98
01-4307	CARPET BUYERS OUTLET SD					
		I-4065	101-4192-433-04	IMPROVEMENTS- VINYL-VINYL BASE-TRIM/CITY HAL	000000	266.99
				DEPARTMENT 192 PUBLIC BUILDINGS	TOTAL:	44,043.14
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-331447	101-4193-422	PROFESSIONAL EMAIL SECURITY, OFFSITE BACKUP	000000	720.00
				DEPARTMENT 193 COMPUTER SERVICE	TOTAL:	720.00
01-0467	CULLIGAN OF THE BLACK H					
		I-0004887	101-4210-424	RENTALS BOTTLED WATER, CUPS - POLICE	000000	31.00
		I-0005000	101-4210-424	RENTALS BOTTLED WATER, CUPS - POLICE	000000	31.00
		I-0005045	101-4210-424	RENTALS COOLER RENT- APR / POLICE	000000	15.00
01-0508	GALLS, LLC					
		I-009571715	101-4210-434-01	EQUIP- STATE BINOCULARS-HD / POLICE	000000	463.09
		I-009593730	101-4210-426	SUPPLIES UNIFORM BOOTS - POLICE	000000	227.99
01-1424	SOUTHSIDE SERVICE					
		I-47909	101-4210-425	REPAIRS OIL, FILTER, BRAKES, ROTORS, LABOR	000000	387.64
		I-47942	101-4210-425	REPAIRS ALTERNATOR, OIL, FILTER, LABOR-PD	000000	663.81
01-1521	SD POLICE CHIEFS' ASSO					
		I-1532	101-4210-422	PROFESSIONAL TESTS & EXAMINER MANUAL-POLICE	000000	205.00
01-2402	MERTENS, KENNETH					
		I-031718	101-4210-426	SUPPLIES REIMB.SUPPLIES - ST.PAT'S WKEN	000000	74.21
01-3332	10-8 VIDEO					
		I-7562	101-4210-434	MACHINERY/EQU IN CAR CAMERA SYSTEM - POLICE	000000	2,075.45
01-4131	PUBLIC SAFETY SOURCE					
		I-456403	101-4210-434	MACHINERY/EQU DURANGO CONSOLE - POLICE	000000	495.00

PACKET: 04311 COMBINED - 4/17/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 210 POLICE

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-4317	VIGILANT BUSINESS SOLUT					
		I-1851	101-4210-422	PROFESSIONAL SCREENING	000000	131.00
				DEPARTMENT 210 POLICE	TOTAL:	4,800.19
01-0547	M&M SANITATION					
		I-35756	101-4221-422	PROFESSIONAL MONTH TOILET RENTAL/FIREWISE	000000	110.00
01-1171	A & B BUSINESS SOLUTION					
		I-IN492648	101-4221-434	MACHINERY/EQU E-STUDIO COLOR COPIER	000000	7,040.62
01-1653	STURDEVANT'S AUTO PARTS					
		C-32-733859	101-4221-425	REPAIRS CORE RETURN-BATTERY ASM / FIRE	000000	54.00-
		I-32-733785	101-4221-425	REPAIRS BATTERY CABLE,AWG BLK- TROLLEY	000000	89.96
01-1745	LIGHT AND SIREN					
		I-13126	101-4221-434	MACHINERY/EQU LIGHTBAR,PANEL,EQUIPMT-PD VEHI	000000	4,141.00
01-2473	SD DEPT. OF CORRECTIONS					
		I-C18D8417	101-4221-422	PROFESSIONAL FIRE SUPPRESSION/FIREWISE	000000	4,870.30
01-3056	NORTHERN HILLS TECHNOLO					
		I-9661764	101-4221-422	PROFESSIONAL ONLINE BACKUP SVC. - FIRE DEPT	000000	32.50
01-4327	JUSTICE FIRE & SAFAETY					
		I-SD1809	101-4221-422	PROFESSIONAL MAINT.-FIRE SUPPRESSION SYSTEM	000000	200.00
				DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR	TOTAL:	16,430.38
01-4326	IWORQ					
		I-10107	101-4232-426	SUPPLIES PERMIT MGMT-SETUP 2018-19/BI	000000	2,125.00
				DEPARTMENT 232 BUILDING INSPECTION	TOTAL:	2,125.00
01-0467	CULLIGAN OF THE BLACK H					
		I-0004922	101-4310-426	SUPPLIES (2) 5 GAL BOTTLED WATER/STRTS	000000	13.00
		I-0005001	101-4310-426	SUPPLIES (3) 5 GAL BOTTLED WATER/STRTS	000000	19.50
01-0561	SD ONE CALL					
		I-SD18-0575	101-4310-422	PROFESSIONAL MARCH LOCATE MSGS-FAXES/STRTS	000000	11.20
01-0582	SD DEPT. OF MOTOR VEHIC					
		I-040318	101-4310-426	SUPPLIES TITLE & PLATES-KNUCKLE TRK/STS	000000	21.20
01-0619	TWILIGHT FIRST AID & SA					
		I-22647	101-4310-426	SUPPLIES TABLETS-EYE PROT-OINTMENT/STR	000000	105.74



PACKET: 04311 COMBINED - 4/17/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 310 STREETS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0653	FASTENAL COMPANY					
		I-SDSPE99909	101-4310-426	SUPPLIES 3/8 G70 CHAIN YZ BKT/STREETS	000000	27.92
01-0670	JACK'S TRUCK AND EQUIPM					
		I-X301004874:01	101-4310-426	SUPPLIES SIDESKATE-FREIGHT/STREETS	000000	153.52
		I-X301005378:01	101-4310-426	SUPPLIES (5) SIDE SKATES-FREIGHT/STREET	000000	575.26
01-1515	RAPID DELIVERY					
		I-361817	101-4310-426	SUPPLIES DELIVERY FROM BUTLER/STREETS	000000	12.94
		I-368259	101-4310-426	SUPPLIES DELIVERY FROM EDDIES/STREETS	000000	15.24
		I-368444	101-4310-426	SUPPLIES DELIVERY FROM TITAN/STREETS	000000	18.11
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-733674	101-4310-425	REPAIRS HOSE FITTING-WIRE HY/STREETS	000000	70.00
		I-32-733919	101-4310-425	REPAIRS MAG 1 AW R&O ISO 6/STREETS	000000	99.78
		I-32-733936	101-4310-426	SUPPLIES MECH FASTFIT GLOVES/STREETS	000000	146.85
		I-32-733941	101-4310-426	SUPPLIES PUMP-POWER STEER FLUID/STRTS	000000	28.15
		I-32-733974	101-4310-426	SUPPLIES BL AS 11 OZ NET AFR/STREETS	000000	16.77
		I-32-734037	101-4310-425	REPAIRS CATERPILLAR EQUIP-FILTER/STRTS	000000	23.27
		I-32-734043	101-4310-426	SUPPLIES LED CLEARANCE LIGHTS/STREETS	000000	45.14
		I-32-734049	101-4310-426	SUPPLIES STANDARD MINI BULB/STREETS	000000	1.99
		I-32-734252	101-4310-426	SUPPLIES TWECO/BENZIL CONT/STREETS	000000	11.08
		I-32-734276	101-4310-425	REPAIRS OIL-AIR-FUEL FILTERS/STREETS	000000	39.37
		I-32-734321	101-4310-426	SUPPLIES GLOWWY WHITE-BLAS 11 OZ/STRTS	000000	77.86
		I-32-734420	101-4310-426	SUPPLIES BATTERY CABLE-LUG-170 AWG/STRT	000000	79.46
		I-32-734428	101-4310-426	SUPPLIES BATTERY CABLE-LUG/STREETS	000000	9.25
		I-32-734463	101-4310-426	SUPPLIES SERVICE GAGE/STREETS	000000	25.65
		I-32-734984	101-4310-426	SUPPLIES OIL FILTER/STREETS	000000	41.03
		I-32-735001	101-4310-425	REPAIRS (2) H/D OIL STABILIZER/STREETS	000000	24.98
01-3346	REGIONAL HEALTH					
		I-040618	101-4310-422	PROFESSIONAL TESTING	000000	18.00
				DEPARTMENT 310 STREETS	TOTAL:	1,732.26
01-1380	WASTE CONNECTIONS, INC.					
		I-12339878	101-4320-422	PROFESSIONAL MARCH RESIDENTIAL GARBAGE	000000	6,664.05
				DEPARTMENT 320 SANITATION	TOTAL:	6,664.05
01-0418	BLACK HILLS PIONEER					
		I-SEASONAL HELP 2018	101-4520-426	SUPPLIES SEASONAL HIRES/PARKS	000000	310.00
01-0467	CULLIGAN OF THE BLACK H					
		I-0005044	101-4520-426	SUPPLIES APRIL COOLER RENT/PARKS	000000	15.00
01-0619	TWILIGHT FIRST AID & SA					

PACKET: 04311 COMBINED - 4/17/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 520 PARKS

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0619	TWILIGHT FIRST AID & SA	continued				
		I-22646	101-4520-426	SUPPLIES	WIPES-BURN RELIEF-EYE WASH/PAR 000000	90.75
01-0653	FASTENAL COMPANY					
		I-SDSPE99780	101-4520-426	SUPPLIES	BATTERY-EYEBOLT-SPLITBK DRV/PK 000000	168.10
01-1207	SPEARFISH HUSKY					
		I-0002984	101-4520-426	SUPPLIES	TRIMMER LINE-MIX OIL/PARKS 000000	312.00
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-734257	101-4520-425	REPAIRS	1.5 AMP FULLY AUTO/PARKS 000000	34.68
		I-32-734258	101-4520-426	SUPPLIES	(12) PRONTO 5W30 QT/PARKS 000000	23.64
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1364625	101-4520-426	SUPPLIES	AIR CLEANER-FILTER-COVER/PARKS 000000	409.05
01-1831	POWERPLAN					
		I-P39803	101-4520-425	REPAIRS	FRONT WHEEL RIM/PARKS 000000	109.72
01-1904	CAMPBELL SUPPLY					
		I-04010132-002	101-4520-426	SUPPLIES	(36) REUSABLE FLY TRAP JAR/PRK 000000	197.64
01-2641	ARBOR DAY FOUNDATION					
		I-2018 MEMBER RENEW	101-4520-427	TRAVEL	MEMBER RENEW 8/2018-2019/PRKS 000000	15.00
01-4317	VIGILANT BUSINESS SOLUT					
		I-1851	101-4520-422	PROFESSIONAL	SCREENING 000000	222.00
				DEPARTMENT 520	PARKS	TOTAL: 1,907.58
01-0418	BLACK HILLS PIONEER					
		I-955 - 2018	101-4640-423	PUBLISHING	NOH - P&Z CUP 000000	19.40
				DEPARTMENT 640	PLANNING AND ZONING	TOTAL: 19.40
				FUND	101 GENERAL FUND	TOTAL: 79,583.50

PACKET: 04311 COMBINED - 4/17/18

VENDOR SET: 01

FUND : 209 BED & BOOZE FUND

DEPARTMENT: 510 REC CENTER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION		CHECK#	AMOUNT
=====							
01-0223	COCA COLA BOTTLING HIGH						
		I-2413686	209-4510-426	SUPPLIES	(2) CASES 7 OZ CADDY CUPS/REC	000000	40.00
01-0418	BLACK HILLS PIONEER						
		I-MAR COMM PAGES	209-4510-423	PUBLISHING	MARCH COMM PAGES SPONSOR/REC	000000	12.50
01-1011	TOM'S T'S, INC.						
		I-21920	209-4510-426	SUPPLIES	TSHIRTS VARIOUS SZ-COLORS/REC	000000	353.70
01-1558	ECOLAB PEST ELIMINATION						
		I-4466148	209-4510-422	PROFESSIONAL	COCKROACH-RODENT PRGRM/REC	000000	94.05
01-1705	VANWAY TROPHY						
		I-30171	209-4510-426	SUPPLIES	PLAQUE-THANK YOU/REC CENTER	000000	59.70
01-3151	KONE INC.						
		I-949879822	209-4510-422	PROFESSIONAL	MARCH MAINTENANCE/REC CENTER	000000	149.80
01-3618	KDSJ 980 AM RADIO						
		I-18-03-032	209-4510-423	PUBLISHING	SPRING SPORTS SPOTS/REC	000000	160.00
01-3648	NETWORK SERVICES COMPAN						
		I-466817-0	209-4510-426	SUPPLIES	CLEANER-SHAMPOO-TISSUE/REC	000000	199.88
				DEPARTMENT 510	REC CENTER	TOTAL:	1,069.63
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01-0475	DEADWOOD CHAMBER & VISI						
		I-041018	209-4980-422	PROFESSIONAL	B&B BILL LIST - 3/14-4/10/18	000000	52,500.00
		I-041018	209-4980-422	PROFESSIONAL	B&B BILL LIST - 3/14-4/10/18	000000	5,606.25
01-1647	DEADWOOD-LEAD ECONOMIC						
		I-031918	209-4980-429	OTHER	2018 ALLOCATION	000000	48,000.00
01-2249	HAMPTON INN						
		I-BEO #311	209-4980-429	OTHER	SDML DIST 10 MEETING	000000	582.00
				DEPARTMENT 980	SPECIAL EVENTS	TOTAL:	106,688.25
-----							
			FUND	209	BED & BOOZE FUND	TOTAL:	107,757.88

4/12/2018 2:07 PM

## REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 9

PACKET: 04311 COMBINED - 4/17/18

VENDOR SET: 01

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

DEPARTMENT: 630 BID

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0475	DEADWOOD CHAMBER & VISI					
		I-041018	213-4630-423	MARKETING	B&B BILL LIST - 3/14-4/10/18	000000 55,000.00
DEPARTMENT 630 BID						TOTAL: 55,000.00
-----						
FUND 213 BID #1-6 (Business Imprv)						TOTAL: 55,000.00

PACKET: 04311 COMBINED - 4/17/18

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0585	SD DEPT. OF REVENUE					
		I-MAR 041318	215-3000-699	MISC REVENUE SD DEPT. OF REVENUE	000000	0.31
				DEPARTMENT NON-DEPARTMENTAL	TOTAL:	0.31
01-1182	MACROVISION					
		I-2018-4	215-4572-235	VISITOR MGMT PREP OF FOUR VIDEOS	000000	200.00
				DEPARTMENT 572 HP VISITOR MGMT AND INFO	TOTAL:	200.00
01-0451	RUNGE, MIKE					
		I-4032018	215-4573-335	HIST. INTERP. REIMBURSEMENT - ARCHIVES	000000	110.13
01-2014	TOMS, DON					
		I-JL BK 5 & 6	215-4573-335	HIST. INTERP. JUSTICE LEDGER BK 5 & 6	000000	500.00
		I-JL BK 7 & 8	215-4573-335	HIST. INTERP. JUSTICE LEDGER BK 7 & 8	000000	500.00
01-3960	GENESEE VALLEY DAOIST H					
		I-03012018	215-4573-335	HIST. INTERP. TRANSLATION OF TOMBSTONES	000000	75.00
				DEPARTMENT 573 HP HISTORIC INTERPRETATIO	TOTAL:	1,185.13
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-331447	215-4576-600	PROFES. SERV. EMAIL SECURITY, OFFSITE BACKUP	000000	215.00
01-4326	IWORQ					
		I-10107-HP	215-4576-600	PROFES. SERV. DATA/SET UP/MGMT 2018-2019	000000	2,125.00
				DEPARTMENT 576 HP PROFESSIONAL SERVICES	TOTAL:	2,340.00
01-2265	QUALITY SERVICES, INC.					
		I-SD39180072	215-4577-710	CAPITAL ASSET REC CENTER CONST MONITORING	000000	110.40
01-3060	QUIK SIGNS					
		I-22941	215-4577-735	CAPITAL ASSET WINDOW DECALS - RODEO GROUNDS	000000	258.19
01-3685	BLACK HILLS SECURITY &					
		I-P107546	215-4577-725	CAPITAL ASSET REPLACE SMOKE DETECTOR-ADAMS H	000000	336.74
		I-P107548	215-4577-725	CAPITAL ASSET REPLACED HORN/STROBES-ADAMS H	000000	328.06
01-4325	JOLLY LANE GREENHOUSE					
		I-77263	215-4577-750	CAPITAL ASSET 18 HANGING FLOWER BASKETS	000000	2,160.00
				DEPARTMENT 577 HP FIXED CAPITAL ASSETS	OTOTAL:	3,193.39

PACKET: 04311 COMBINED - 4/17/18

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 641 OFFICE HIST. PRES.

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0467	CULLIGAN OF THE BLACK H					
		I-0004807	215-4641-426	SUPPLIES (3) 5 GAL BOTTLED WATER	000000	19.50
		I-0004841	215-4641-426	SUPPLIES COOLER RENT MARCH 2018	000000	15.00
		I-0004999	215-4641-426	SUPPLIES (4) 5 GAL BOTTLED WATER	000000	26.00
		I-0005043	215-4641-426	SUPPLIES COOLER RENT APRIL 2018	000000	15.00
01-0568	TDG COMMUNICATIONS					
		I-14960	215-4641-422	PROFESSIONAL WEB HOSTING DOMAIN NAME	000000	30.00
01-3314	CENTURY BUSINESS PRODUC					
		I-41946	215-4641-428	UTILITIES HP CONTRACT 3/9/18 - 4/8/18	000000	454.00
01-3373	AMAZON WEB SERVICES					
		I-131749686	215-4641-428	UTILITIES WEB SERVICE 3/1/18 - 3/31/18	000000	180.23
01-4324	VERMILLION CHAMBER/DEVE					
		I-2277	215-4641-427	TRAVEL 2018 - MISSOURI VALLEY HP CONF	000000	20.00
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						759.73
FUND 215 HISTORIC PRESERVATION TOTAL:						7,678.56

PACKET: 04311 COMBINED - 4/17/18

VENDOR SET: 01

FUND : 216 REVOLVING LOAN

DEPARTMENT: 653 REVOLVING LOAN

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-2382	CONOVER, MICHAEL					
		I-27667	216-4653-962-05	FACADE EASEME FACADE 641 MAIN JORGENSEN	000000	672.46
		I-40518	216-4653-962-04	SIDING GRANT SIDING - 83 CHARLES	000000	164.05
01-2857	NEIGHBORHOOD HOUSING SE					
		I-2018-3	216-4653-422	PROFESSIONAL SERVICING CONTRACT-INTERIM	000000	3,307.50
				DEPARTMENT 653 REVOLVING LOAN	TOTAL:	4,144.01
-----						
				FUND 216 REVOLVING LOAN	TOTAL:	4,144.01

PACKET: 04311 COMBINED - 4/17/18

VENDOR SET: 01

FUND : 602 WATER FUND

DEPARTMENT: 330 WATER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0418	BLACK HILLS PIONEER					
		I-133 - 22018	602-4330-423	PUBLISHING 2017 DRINKING WATER REPORT	000000	131.67
01-0539	LEAD-DEADWOOD SANITARY					
		I-APRIL 2018 EQR	602-4330-422	PROFESSIONAL APRIL 2018 EQR CHARGES	000000	26,780.06
01-0561	SD ONE CALL					
		I-SD18-0575	602-4330-422	PROFESSIONAL MARCH LOCATE MSGS-FAXES/WATER	000000	11.20
01-1515	RAPID DELIVERY					
		I-366590	602-4330-426	SUPPLIES DELIVERY-WESTERN COMM/WATER	000000	14.09
DEPARTMENT 330 WATER					TOTAL:	26,937.02
-----						
FUND 602 WATER FUND					TOTAL:	26,937.02



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PACKET: 04311 COMBINED - 4/17/18

VENDOR SET: 01

FUND : 603 SEWER FUND

DEPARTMENT: 325 SEWER

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0539	LEAD-DEADWOOD SANITARY					
		I-APRIL 2018 CONSUMP	603-4325-429	OTHER EXPENSE APRIL 2018 CONSUMPTION/PB	000000	709.86
				DEPARTMENT 325 SEWER	TOTAL:	709.86
-----						
				FUND 603 SEWER FUND	TOTAL:	709.86

PACKET: 04311 COMBINED - 4/17/18

VENDOR SET: 01

FUND : 607 HISTORIC CEMETERIES

DEPARTMENT: 580 HISTORIC CEMETERIES

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0418	BLACK HILLS PIONEER					
		I-SEASONAL HELP 2018	607-4580-426	SUPPLIES	SEASONAL HIRES/PARKS	000000 161.00
01-1798	CHAINSAW CENTER/DAKOTA					
		I-1364625	607-4580-426	SUPPLIES	AIR CLEANER-FILTER-COVER/MT MO	000000 409.05
DEPARTMENT 580 HISTORIC CEMETERIES TOTAL:						570.05
-----						
FUND 607 HISTORIC CEMETERIES TOTAL:						570.05

PACKET: 04311 COMBINED - 4/17/18

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 361 TROLLEY DEPARTMENT

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0467	CULLIGAN OF THE BLACK H	I-0005046	610-4361-422	PROFESSIONAL SOFTENER RENT - APR -TROLLEY	000000	22.00
01-0545	LYNN'S DAKOTA MART	I-0032 - 4/3/18	610-4361-426	SUPPLIES 12 PACKS WATER - TROLLEY	000000	35.88
01-1653	STURDEVANT'S AUTO PARTS	I-32-733669	610-4361-426	SUPPLIES LED BULBS - TROLLEY	000000	31.18
		I-32-734002	610-4361-426	SUPPLIES GREASE FITTINGS - TROLLEY	000000	13.68
		I-32-734183	610-4361-426	SUPPLIES GREASE FITTINGS - TROLLEY	000000	34.20
		I-32-734262	610-4361-426	SUPPLIES SEALED BEAMS, RUST-MORT/TROLLE	000000	57.68
		I-32-734269	610-4361-426	SUPPLIES UNIVERSAL SEALED PART- TROLLEY	000000	4.34
		I-32-734271	610-4361-426	SUPPLIES AWG HEAT SHR - TROLLEY	000000	8.82
		I-32-734737	610-4361-426	SUPPLIES AWG HEAT,AWG NYLON - TROLLEY	000000	29.47
		I-32-735069	610-4361-426	SUPPLIES AWG YELLOW PRIMER - TROLLEY	000000	5.42
01-1694	GRIMM'S PUMP & INDUSTRI	I-11196	610-4361-426	SUPPLIES SPRAY GUN,HOSE REEL,WAX-TROLLE	000000	674.68
01-2889	ATCO INTERNATIONAL	I-IO501876	610-4361-426	SUPPLIES SLIP-NOT CLEAR PRODUCT/TROLLEY	000000	199.00
01-3346	REGIONAL HEALTH	I-040618	610-4361-422	PROFESSIONAL TESTING	000000	18.00
01-3851	HOMETOWN TROLLEY	I-2357	610-4361-426	SUPPLIES HANDLE, W/C DOOR - TROLLEY	000000	66.27
01-4286	TCF EQUIPMENT FINANCE	I-5431177	610-4361-434	MACHINERY/EQU Trolley Lease for #300	000000	3,133.62
		I-5431177	610-4361-434	MACHINERY/EQU Trolley Lease for #301	000000	3,133.62
		I-5431177	610-4361-434	MACHINERY/EQU Trolley Lse #301/Interim Rnt	000000	360.72
		I-5431177	610-4361-434	MACHINERY/EQU Trolley Lease for #303	000000	3,133.62
		I-5431177	610-4361-434	MACHINERY/EQU Trolley Lse #303/Interim Rnt	000000	360.72
			DEPARTMENT 361	TROLLEY DEPARTMENT	TOTAL:	11,322.92
01-0429	BLACK HILLS ENERGY	I-POWER 03-28-18 PB	610-4362-428	UTILITIES BROADWAY PARKING RAMP	000000	971.66
01-0510	GOLDEN WEST TECHNOLOGIE	I-331447	610-4362-422	PROFESSIONAL MANAGED FIREWALL - PKG RAMP	000000	52.50
01-2717	AMANO MCGANN, INC.	I-PO28756	610-4362-434	MACHINERY/EQU PAY STATION AMG-6700/PKG RAMP	000000	72,495.00
01-3151	KONE INC.	I-949879822	610-4362-422	PROFESSIONAL MARCH MAINTENANCE/RAMP	000000	149.80
			DEPARTMENT 362	BROADWAY GARAGE	TOTAL:	73,668.96
			FUND	610 PARKING/TRANSPORTATION	TOTAL:	84,991.88

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PACKET: 04311 COMBINED - 4/17/18

VENDOR SET: 01

FUND : 721 TIF #9 OPTIMA

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
-----						
01-3673	LIBERTY NATIONAL BANK					
		I-040418	721-4000-429	OTHER TIF PAYMENTS - OPTIMA, LLC	000000	134,247.68
DEPARTMENT 000 NON-DEPARTMENTAL TOTAL:						134,247.68
-----						
FUND 721 TIF #9 OPTIMA TOTAL:						134,247.68

PACKET: 04311 COMBINED - 4/17/18

VENDOR SET: 01

FUND : 722 SALES TAX AGENCY

DEPARTMENT: N/A NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0585	SD DEPT. OF REVENUE					
		I-MAR 041318	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000	3,605.87
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:
						3,605.87
-----						
				FUND	722 SALES TAX AGENCY	TOTAL:
						3,605.87

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REGULAR DEPARTMENT PAYMENT REGISTER

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PACKET: 04311 COMBINED - 4/17/18

VENDOR SET: 01

FUND : 723 NICKEL SLOT PAYMENT AGENCY

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-0579	SD COMMISSION ON GAMING					
		I-041018	723-4000-429	OTHER PYMT 10, YR 3 - CITY SLOTS	000000	27,443.18
DEPARTMENT 000 NON-DEPARTMENTAL TOTAL:						27,443.18
-----						
FUND 723 NICKEL SLOT PAYMENT AGENCY TOTAL:						27,443.18

PACKET: 04311 COMBINED - 4/17/18

VENDOR SET: 01

FUND : 725 TIF #8 DEADWOOD STAGE RUN

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
=====						
01-3362	FIRST INTERSTATE BANK					
		I-040418	725-4000-429	OTHER EXPENSE TIF PAYMENT - STAGE RUN	000000	3,752.26
				DEPARTMENT 000 NON-DEPARTMENTAL	TOTAL:	3,752.26
-----						
			FUND	725 TIF #8 DEADWOOD STAGE RUN	TOTAL:	3,752.26
					REPORT GRAND TOTAL:	536,421.75

# CITY OF DEADWOOD

## PROCLAMATION

*Office of the Mayor*

### Wildland Fire Awareness

4-16-18

5B

**Whereas**, the Commissioners of the City of Deadwood are charged with protecting the health and safety of the citizens of Deadwood, including all property situated therein; and

**Whereas**, wildfires threaten the environmental, economic, and social well-being of Deadwood residents while challenging firefighter's efforts to protect life and property; and

**Whereas**, residents have the responsibility to recognize the high risk of wildfire and institute safe and early evacuation plans, increase their home's resistance to wildfire, and create fire adapted communities to increase the safety and survivability of the public and emergency personnel; and

**Whereas**, Wildfire Awareness Month is an important opportunity for the City of Deadwood residents to reduce the risk of wildfire, increase firefighter safety, and enhance public safety and awareness through education on fire safety, preparation, and prevention;

**NOW, THEREFORE, I, Charles Turbiville,**  
**Mayor of the City of Deadwood, by virtue of the**  
**authority vested in me, do hereby proclaim,**

**May, 2018 as**

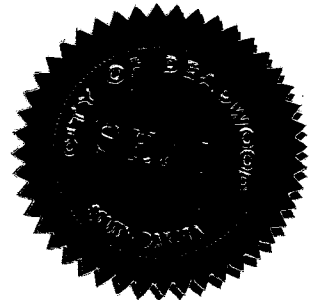
**WILDLAND FIRE AWARENESS MONTH**  
**in the City of Deadwood**

and I urge all residents of the City of Deadwood to educate themselves and to take action to reduce the wildfire threat to their homes and help their community move toward becoming a fire adapted community.

**IN WITNESS WHEREOF**, I have hereunto set my hand, and  
cause the Great Seal of the City of Deadwood to be affixed,  
this 16<sup>th</sup> day of April, 2018.

---

Charles 'Chuck' Turbiville--Mayor





## Chuck Turbiville

---

**From:** Lee Harstad <lee@deadwood.org>  
**Sent:** Thursday, April 05, 2018 3:58 PM  
**To:** Tom Kruzel; Chuck Turbiville  
**Cc:** Amanda Kille  
**Subject:** Media request - May 3

4-16-18  
5C

Greetings!

The Buffalo Chip would like to photograph its poster model and Legends Ride bike in front of the Franklin Hotel beginning at 9 p.m. (yes, at night) on Thursday, May 3. In the interest of safety, they are requesting Main Street from Deadwood to Pine streets, to be closed beginning at 9 p.m. until they are finished (2ish hours).

What do they/we need to do to get this OK'd? Should we include on the City Commission agenda on the 16<sup>th</sup>?  
Thank you!

Lee

**Lee Harstad**  
**Executive Director**  
**Deadwood Chamber of Commerce & Visitor's Bureau**  
**501 Main St \* Deadwood, S.D. 57732**  
[lee@deadwood.org](mailto:lee@deadwood.org) \* 1-800-999-1876



## Deadwood, SD Code of Ordinances

4-16-18  
SE

## Chapter 5.20

### HORSE-DRAWN VEHICLES

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## Sections:

- 5.20.010 Permit required--Exceptions
- 5.20.020 Number of permits issued.
- 5.20.030 Permit--Application.
- 5.20.040 Permit--Issuance and conditions
- 5.20.050 Liability insurance required.
- 5.20.060 Permit--Cancellation and violations.

#### 5.20.010 Permit required--Exceptions

Except as provided in this chapter, it is unlawful for any person or entity to use or pull horse-drawn vehicles on the streets of the city without first obtaining a permit from the city. This chapter shall apply to owners or operators of horse-drawn vehicles who charge a fee or compensation for passengers to ride on the horse-drawn vehicles. This chapter shall not apply and a permit shall not be required for the use of horse-drawn vehicles during special events or on special occasions such as the Days of '76 Parade and other community events or promotions or where the owner or operator of the horse-drawn vehicle does not charge a fee or compensation for passengers.

(Ord. 970 (part), 2000)

#### 5.20.020 Number of permits issued.

The number of permits to be issued pursuant to this chapter shall be limited to two. In addition, each permit shall be limited to one horse-drawn vehicle.

(Ord. 970 (part), 2000)

#### 5.20.030 Permit--Application.

Any person or entity desiring to use or pull horse-drawn vehicles on the streets of the city shall make an application in writing to the city commission furnishing specific information and particulars as to the identity of the applicant, the dates, times, and schedules for the use of the horse-drawn vehicles, and the proposed staging or parking area for the horse-drawn vehicles and the proposed route of travel. Upon receipt of the application by the city finance officer, the city finance officer shall provide copies of the application to the city commission who shall consider the same. The city commission shall have sole authority and discretion to grant a permit for use of horse-drawn vehicles on the streets of the city. Prior to

the issuance of the permit, the city commission may schedule a public hearing upon such notice as the city commission deems appropriate.

(Ord. 970 (part), 2000)

#### **5.20.040 Permit--Issuance and conditions**

The city commission may issue a permit allowing the use of horse-drawn vehicles in the streets of the city and include such conditions as it deems necessary, proper or advisable. The permit, if allowed by the city commission, shall be in writing. It shall state the date, time, location and duration of the use of the horse-drawn vehicles and may contain such other conditions as the commission deems appropriate for the safety of the public. Such permit shall be granted for a period of not more than six months and may be renewed at the expiration of the term granted in the permit by providing a new or renewal application pursuant to this chapter. The city commission shall establish and collect a fee in the amount of seventy-five dollars (\$75.00) from the applicant prior to issuance of the permit. The city commission shall also require proof of liability insurance in an amount determined by the city commission prior to the issuance of the permit. The permit issued pursuant to this chapter shall be in writing.

(Ord. 970 (part), 2000)

#### **5.20.050 Liability insurance required.**

Liability insurance in the minimum amount of one million dollars (\$1,000,000.00) shall be required for horse-drawn vehicles.

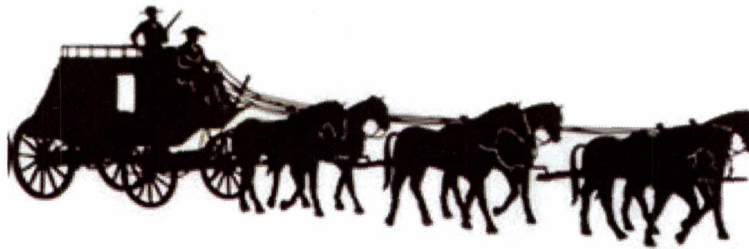
(Ord. 1010 § 1 (part), 2003; amended during 2004 codification)

#### **5.20.060 Permit--Cancellation and violations.**

The permit granted pursuant to this chapter may be canceled or terminated at any time by the city commission for violation or noncompliance with any terms and conditions of this chapter or the permit granted pursuant to this chapter. The permit may also be canceled or terminated in the event that the permit holder does not use the permit or commence operations as indicated in the permit holder's proposed schedule or conditions set forth in the permit, the city may notify the permit holder of its intent to terminate or cancel the permit for non-use of the same, and if the permit holder does not commence operations or use the permit within seven (7) days from receipt of notice of cancellation or termination for non-use, such permit shall be terminated and canceled. In addition, any violations of this chapter or the terms and conditions of the permit shall subject the violator to a fine in the maximum amount of five hundred dollars (\$500.00) and/or a jail sentence in the maximum amount of thirty (30) days.

(Ord. 1151, 2011; Ord. 970 (part), 2000)





4-16-18  
SE

## **DEADWOOD STAGECOACH OVERVIEW**

---

Perhaps one of the most recognizable Old West icons in existence is the famous Deadwood Stagecoach. The Deadwood Stage was featured for many years by Buffalo Bill in his Wild West shows all over America and Europe and is still notorious throughout the globe today. The stagecoach was the primary mode of travel in areas that had little or no rail transportation. This is especially true for Deadwood as the stagecoach was used extensively to carry mail, express, gold, and people from 1876 until the arrival of the railroad to Deadwood in December 1890.

Deadwood Alive proposes to implement the summer operation of a Deadwood Stagecoach to assist in the interpretation, education and preservation of the legacy of the stagecoach which was integral to the development of Deadwood and the balance of the western United States in the 19th century.

Beyond continuing the romanticism and legacy of the Deadwood Stage, summer operation of the stagecoach will continue to strengthen Deadwood's brand as well as provide another daily activity and option for the nearly two million visitors to this National Historic Landmark.

Operated by Deadwood Alive, the stagecoach will further expand the offerings of this organization which continues to fulfill the expectations of our visitors with a look and feel of the Old West. The stagecoach driver and shotgun messenger will be in period clothing and compliment the troupe of Deadwood Alive.

The stagecoach on Historic Main Street will be an added heritage tourism endeavor which should be viewed as an economic development initiative. Attracting additional visitors to Deadwood is a good source of revenues for both the private and public sectors through additional expenditures on goods and services as well as increasing the tax receipts. Capitalizing on heritage assets is particularly important, since numerous studies have shown heritage tourists stay longer and spend more than other tourists.

Deadwood Alive believes the stagecoach will afford yet another reason for the visitor to engage in history and stay longer in our community. With options of on-site ticket purchases as well as advanced booking options Deadwood can further develop our destination as a basecamp for the Black Hills region vacations.

Silverton, CO; Jackson, WY; Yellowstone National Park, WY; Medora, ND; Ft. Worth, TX; Dodge City, KS; and Tombstone, AZ are some of the other destination communities which feature stagecoach ride offerings. Visitors coming to Deadwood expect a feel for the Old West and this project will help us deliver on those expectations while complimenting the outstanding efforts of Deadwood Alive as well as Deadwood History, Inc.

The following pages provide a more detailed overview of the proposed operations and schedule. This undertaking is dependent on receiving appropriate underwriting to ensure Deadwood Alive can deliver an authentic experience for the visitor and successfully launch this initiative.

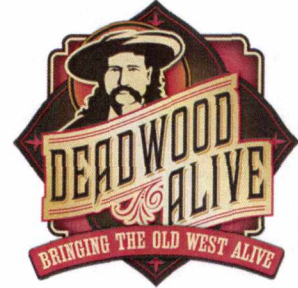


# DEADWOOD STAGECOACH OPERATIONS

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## Management & Operations

- ☆ Managed and operated by Deadwood Alive
- ☆ Experienced teamster – Mike Bechand
- ☆ Two to three teams in rotation
- ☆ “Shotgun Messenger” as assistant
- ☆ Insurance provided to meet City Codified Ordinances
- ☆ Teams to be stalled at Days of 76 Campground



## Dates & Times

- ☆ Memorial Day through Labor Day Weekends
- ☆ Monday through Saturday – 1:00 p.m. to 6:00 p.m.
- ☆ Non-operational during major scheduled events
- ☆ See schedule on reverse side

## Tickets

- ☆ At Deadwood Welcome Center and History & Information Center
- ☆ On-line booking engine through Deadwood Alive website and others
- ☆ Adult pricing \$10.00 – Child (3-12) - \$5.00
- ☆ Pricing includes Deadwood Trolley token

## Stagecoach Route

- ☆ Deadwood Welcome Center at the top of the hour
- ☆ History & Information Center at half-past the hour
- ☆ All crossings of Pioneer Way at signals
- ☆ Travels on Historic Main Street both directions

## Stagecoach

- ☆ Owned by Days of 76 Committee
- ☆ Well maintained with disc brakes
- ☆ Replica built by Hansen Wheel & Wagon for Deadwood HPC

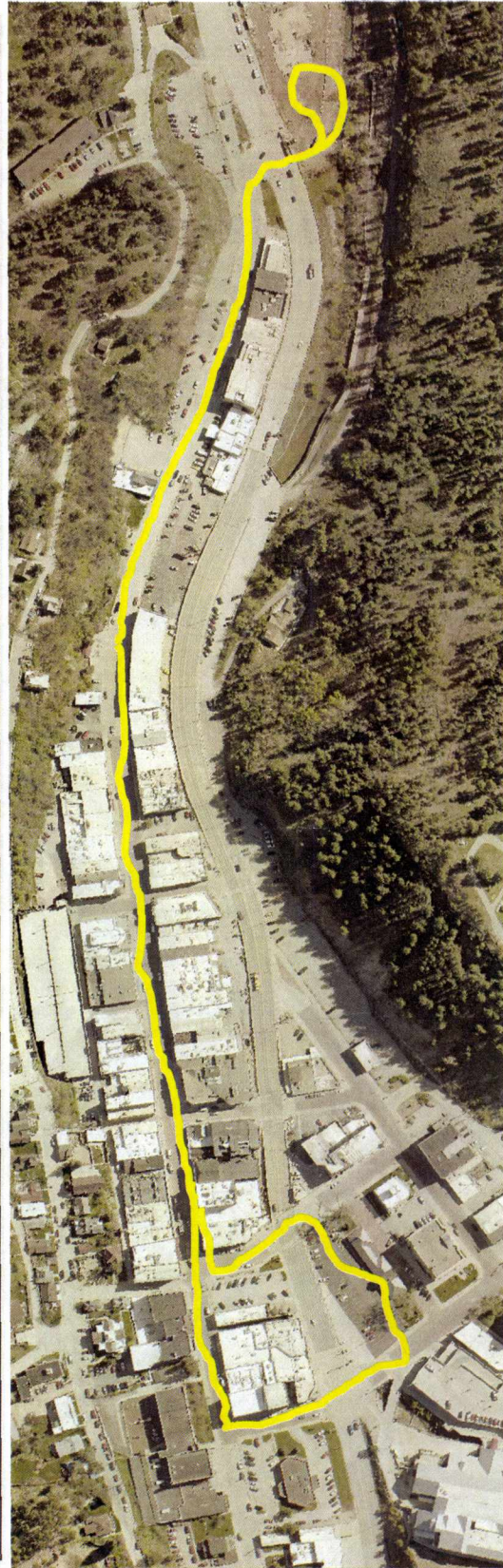




## Schedule

Deadwood Stagecoach Operation												
2018 Schedule												
		DWC	HIC	DWC	HIC	DWC	HIC	DWC	HIC	DWC	HIC	Trips
		1:00 PM	1:30 PM	2:00 PM	2:30 PM	3:00 PM	3:30 PM	4:00 PM	4:30 PM	5:00 PM	5:30 PM	
26-May-18	Saturday	X	X	X	X	X	X	X	X	X	X	10
27-May-18	Sunday											
28-May-18	Monday	X	X	X	X	X	X	X	X	X	X	10
29-May-18	Tuesday	X	X	X	X	X	X	X	X	X	X	10
30-May-18	Wednesday	X	X	X	X	X	X	X	X	X	X	10
31-May-18	Thursday	X	X	X	X	X	X	X	X	X	X	10
01-Jun-18	Friday	X	X	X	X	X	X	X	X	X	X	10
02-Jun-18	Saturday	X	X	X	X	X	X	X	X	X	X	10
03-Jun-18	Sunday											
04-Jun-18	Monday	X	X	X	X	X	X	X	X	X	X	10
05-Jun-18	Tuesday	X	X	X	X	X	X	X	X	X	X	10
06-Jun-18	Wednesday	X	X	X	X	X	X	X	X	X	X	10
07-Jun-18	Thursday	X	X	X	X	X	X	X	X	X	X	10
08-Jun-18	Friday	X	X	X	X	X	X	X	X	X	X	10
09-Jun-18	Saturday	X	X	X	X	X	X	X	X	X	X	10
10-Jun-18	Sunday											
11-Jun-18	Monday	X	X	X	X	X	X	X	X	X	X	10
12-Jun-18	Tuesday	X	X	X	X	X	X	X	X	X	X	10
13-Jun-18	Wednesday	X	X	X	X	X	X	X	X	X	X	10
14-Jun-18	Thursday											
15-Jun-18	Friday											
16-Jun-18	Saturday											
17-Jun-18	Sunday											
18-Jun-18	Monday	X	X	X	X	X	X	X	X	X	X	10
19-Jun-18	Tuesday	X	X	X	X	X	X	X	X	X	X	10
20-Jun-18	Wednesday	X	X	X	X	X	X	X	X	X	X	10
21-Jun-18	Thursday	X	X	X	X	X	X	X	X	X	X	10
22-Jun-18	Friday	X	X	X	X	X	X	X	X	X	X	10
23-Jun-18	Saturday	X	X	X	X	X	X	X	X	X	X	10
24-Jun-18	Sunday											
25-Jun-18	Monday	X	X	X	X	X	X	X	X	X	X	10
26-Jun-18	Tuesday	X	X	X	X	X	X	X	X	X	X	10
27-Jun-18	Wednesday	X	X	X	X	X	X	X	X	X	X	10
28-Jun-18	Thursday	X	X	X	X	X	X	X	X	X	X	10
29-Jun-18	Friday	X	X	X	X	X	X	X	X	X	X	10
30-Jun-18	Saturday	X	X	X	X	X	X	X	X	X	X	10
01-Jul-18	Sunday											
02-Jul-18	Monday	X	X	X	X	X	X	X	X	X	X	10
03-Jul-18	Tuesday	X	X	X	X	X	X	X	X	X	X	10
04-Jul-18	Wednesday	X	X	X	X	X	X	X	X	X	X	10
05-Jul-18	Thursday	X	X	X	X	X	X	X	X	X	X	10
06-Jul-18	Friday	X	X	X	X	X	X	X	X	X	X	10
07-Jul-18	Saturday	X	X	X	X	X	X	X	X	X	X	10
08-Jul-18	Sunday											
09-Jul-18	Monday	X	X	X	X	X	X	X	X	X	X	10
10-Jul-18	Tuesday	X	X	X	X	X	X	X	X	X	X	10
11-Jul-18	Wednesday	X	X	X	X	X	X	X	X	X	X	10
12-Jul-18	Thursday	X	X	X	X	X	X	X	X	X	X	10
13-Jul-18	Friday	X	X	X	X	X	X	X	X	X	X	10
14-Jul-18	Saturday	X	X	X	X	X	X	X	X	X	X	10
15-Jul-18	Sunday											
16-Jul-18	Monday	X	X	X	X	X	X	X	X	X	X	10
17-Jul-18	Tuesday	X	X	X	X	X	X	X	X	X	X	10
18-Jul-18	Wednesday	X	X	X	X	X	X	X	X	X	X	10
19-Jul-18	Thursday	X	X	X	X	X	X	X	X	X	X	10
20-Jul-18	Friday	X	X	X	X	X	X	X	X	X	X	10
21-Jul-18	Saturday	X	X	X	X	X	X	X	X	X	X	10
22-Jul-18	Sunday											
23-Jul-18	Monday	X	X	X	X	X	X	X	X	X	X	10
24-Jul-18	Tuesday	X	X	X	X	X	X	X	X	X	X	10
25-Jul-18	Wednesday	X	X	X	X	X	X	X	X	X	X	10
26-Jul-18	Thursday											
27-Jul-18	Friday											
28-Jul-18	Saturday											
29-Jul-18	Sunday											
30-Jul-18	Monday											
31-Jul-18	Tuesday											
01-Aug-18	Wednesday											
02-Aug-18	Thursday											
03-Aug-18	Friday											
04-Aug-18	Saturday											
05-Aug-18	Sunday											
06-Aug-18	Monday											
07-Aug-18	Tuesday											
08-Aug-18	Wednesday											
09-Aug-18	Thursday											
10-Aug-18	Friday											
11-Aug-18	Saturday											
12-Aug-18	Sunday											
13-Aug-18	Monday	X	X	X	X	X	X	X	X	X	X	10
14-Aug-18	Tuesday	X	X	X	X	X	X	X	X	X	X	10
15-Aug-18	Wednesday	X	X	X	X	X	X	X	X	X	X	10
16-Aug-18	Thursday	X	X	X	X	X	X	X	X	X	X	10
17-Aug-18	Friday	X	X	X	X	X	X	X	X	X	X	10
18-Aug-18	Saturday	X	X	X	X	X	X	X	X	X	X	10
19-Aug-18	Sunday											
20-Aug-18	Monday	X	X	X	X	X	X	X	X	X	X	10
21-Aug-18	Tuesday	X	X	X	X	X	X	X	X	X	X	10
22-Aug-18	Wednesday	X	X	X	X	X	X	X	X	X	X	10
23-Aug-18	Thursday											
24-Aug-18	Friday											
25-Aug-18	Saturday											
26-Aug-18	Sunday											
27-Aug-18	Monday	X	X	X	X	X	X	X	X	X	X	10
28-Aug-18	Tuesday	X	X	X	X	X	X	X	X	X	X	10
29-Aug-18	Wednesday	X	X	X	X	X	X	X	X	X	X	10
30-Aug-18	Thursday	X	X	X	X	X	X	X	X	X	X	10
31-Aug-18	Friday	X	X	X	X	X	X	X	X	X	X	10
01-Sep-18	Saturday	X	X	X	X	X	X	X	X	X	X	10
02-Sep-18	Sunday											
03-Sep-18	Monday	X	X	X	X	X	X	X	X	X	X	10
Total Days of Operation												65
Total Trips for Season												650

## Route



# **DAKOTA** **EQUIPMENT** **RENTAL**

dakotaequipmentrental.com



## **Chain Saw Center & Dakota Tire**

4435 E. Colorado Blvd.  
Spearfish, SD 57783  
thechainsawcenter.com

4-16-18  
6A

QUOTATION 1100747

Darrin Doga

Entered by DD on 03 20 18

(605) 642-4703 • Fax (605) 642-0700 • (605) 642-5057 ALL EQUIPMENT TO BE RETURNED CLEAN AND FULL OF FUEL.

CUSTOMER #	000120	P.O. #		DATE OUT	03 20 18
RENTED TO:	CITY OF DEADWOOD 102 SHIRMAN ST  DEADWOOD, SD 57732	PHONE NUMBER(S)	605 578-2600 605 578-2165	TIME OUT	10:46am
JOB ADDRESS	SAME	DELIVERY	\$ /hour	DATE DUE	03 21 18
		ON SITE		TIME DUE	10:46am
				DATE IN	
				TIME IN	

QTY:	EQUIPMENT #	INTERVAL CHARGE	Meter Out/In	RENTAL RATES (PER EACH ITEM)					EXTENDED
				DESCRIPTION OF ITEM	HOURLY	DAILY	WEEKLY	MONTHLY	
	1000-0001								
1	Load Trail 22' Gravity Tilt Deck Tr		5970.00						5,970.00
	TH8322072 22' Tilt N Go 7k Axles, 10ply Tires, 6' Stationary Front 10k Spring Jack, Led Lights, Cold Weather Wiring Kit, Spark Tire Mount								

Rent continues until you call to have equipment picked up or you return it. NO SUNDAY OR AFTER HOUR DROP OFFS. Dakota Equipment Rental has explicit authority to charge the credit card at any time for any rents or charges due Dakota Equipment Rental or Dakota Tire. Lessor does not provide any insurance coverage to Lessee, operator, or other in possession of rented equipment.

<b>DAMAGE WAIVER</b>	Dealer agrees to waive certain damages and loss claims against Customer, which are provided for on the reverse side of this contract, in consideration of the following.  A. Customer shall pay a fee of _____ % of gross rental charges or \$ _____ per day, or B. A valid certificate of insurance is provided to Dealer prior to the hire of equipment, whereby Dealer is named an additional insured on an insurance policy, covering the risk of loss by damage, death or otherwise, of the subject equipment and said insurance being the primary coverage as against any other insurance which may be provided by Dealer.  DAMAGE WAIVER DECLINED: _____ INIT. _____ I HAVE READ AND I AGREE TO THE CONTRACT TERMS ON THE BACK OF THIS DOCUMENT. THOSE TERMS CONSIST OF OUR ENTIRE AGREEMENT, NO ONE HAS ANY ORAL OR OTHER WRITTEN REPRESENTATIONS OR PROMISES NOT INCLUDED IN THIS CONTRACT.  ALL CONDITIONS OF THIS CONTRACT ARE ENFORCEABLE BY VERBAL ACCEPTANCE WHETHER SIGNED OR UNSIGNED. CUSTOMER SIGNATURE _____ PRINTED NAME REQUIRED _____ X _____ X _____	SUB TOTAL 5,970.00  TAX EXEMP # (BELOW) 46-6000091 ESTIMATED 5,970.00
<b>NOTICE: YOU ARE CHARGED FOR THE TIME EQUIPMENT IS IN YOUR POSSESSION, NOT FOR TIME USED.</b>		

Quote valid for 30 days unless prior arrangements have been made.  
Fuel not included in quotes. Cleaning charges apply if not returned clean.

**TERMS: DUE IN 30 DAYS**  
Service Charge of 18% per annum will be charged on all accounts over 30 days.  
  
HOURS:  
MON-FRI: 7:30 5:30  
SAT: 8:00 5:00  
CLOSED SUNDAYS

\*\* WE APPRECIATE YOUR BUSINESS

\*\* REVISION 1 PAGE 1 OF 1

RENTAL RATES DO NOT INCLUDE: Fuel, Delivery, Damage, Tires, Clean Up, Unusual Wear.  
Renter is responsible for daily service, damage, glass and unusual wear.



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

# DEADWOOD

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

4-16-18  
6B  
BOB NELSON, JR.  
Planning and Zoning Administrator  
Telephone: (605) 578-2082  
Fax: (605) 578-2084  
[bobjr@cityofdeadwood.com](mailto:bobjr@cityofdeadwood.com)

## MEMORANDUM

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**Date:** April 4, 2018  
**To:** Deadwood City Commission  
**From:** Bob Nelson, Jr., Planning and Zoning Administrator  
**Re:** Platting of City Property – Mickelson Trail

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As you may be aware this office has been working on platting the Mickelson Trail from the Deadwood Gulch Resort to the Deadwood Mickelson Trailhead. This portion of trail required it to be divided into three plats and the first section has been completed and paid for as the amount did not exceed the allowable dollar amount which can be approved by staff.

The next two sections of the trail have required addition time and planning as there are several parcels involved and various encroachments along the trail. The planning phase of this project has been completed and meetings with adjacent landowners will begin to determine what to do with the encroachments. Along these sections of trail there will also be parcels of land the City will have to determine whether to keep or surplus.

Due to additional property research and added time in parcel layout the invoices to complete the planning stage exceeded \$2,500. This office requests paying the two invoices totaling \$2,870.00 to Arleth Land Survey for the completion of the planning phase of the Mickelson Trail Platting.

Moving forward I do not anticipate additional cost until near the end of the year or in the spring of 2019 as the landowner meetings will take a substantial amount of time and effort.



Arleth Land Surveying LLC  
 24 Cliff St.  
 PO Box 39  
 Deadwood, SD 57732

# Invoice

Date	Invoice #
3/22/2018	1867

<b>Bill To</b>
City of Deadwood Attn: Mary Jo 102 Sherman Street Deadwood, SD 57732

Terms	Project
Net 15	9647.3-Mickelson Trl Lot MK-2

Date	Description	Qty	Rate	Amount
11/29/2017	plat research and review with Sheree	2	70.00	140.00T
12/27/2017	start plat Lot MK-2, compute historical boundaries	1.5	70.00	105.00T
12/28/2017	compute search ties for Lot MK-2, continue plat work	2.5	70.00	175.00T
1/3/2018	corner search trail	2.5	140.00	350.00T
1/8/2018	set up search coords on DOT datum	1	70.00	70.00T
1/9/2018	corner search state coords	3	140.00	420.00T
1/10/2018	corner search Mick Trail	2	140.00	280.00T
1/11/2018	process new field data and start final boundary Lot MK-2	1	70.00	70.00T
1/18/2018	finish draft plat, compute set corners	2.5	70.00	175.00T
1/31/2018	finalize plat and submit to city	1	70.00	70.00T

--

Phone #	Fax #
605-578-1637	605-578-2859

<b>Subtotal</b>	<b>\$1,855.00</b>
<b>Sales Tax (0.0%)</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$1,855.00</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$1,855.00</b>

Arleth Land Surveying LLC  
 24 Cliff St.  
 PO Box 39  
 Deadwood, SD 57732

# Invoice

Date	Invoice #
3/22/2018	1868

<b>Bill To</b>
City of Deadwood Attn: Mary Jo 102 Sherman Street Deadwood, SD 57732

Terms	Project
Net 15	9647.4-Lot MK-3 Plat

Date	Description	Qty	Rate	Amount
1/19/2018	start plat Lot MK-3, compute search coords	3.25	70.00	227.50T
1/22/2018	compute additional search coords for corners	0.75	70.00	52.50T
1/30/2018	corner search parking lot and trail	3.5	140.00	490.00T
3/15/2018	compute lot MK-3 boundary	1.5	70.00	105.00T
3/19/2018	compute adjoining acreage and plot	2	70.00	140.00T

--

Phone #	Fax #
605-578-1637	605-578-2859

<b>Subtotal</b>	<b>\$1,015.00</b>
<b>Sales Tax (0.0%)</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$1,015.00</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$1,015.00</b>



# First National Wealth Management

Located at The First National Bank in Sioux Falls®

4-16-18  
6 D

FUNDS DUE FOR BOND ISSUE 10792

CITY OF DEADWOOD  
FINANCE OFFICER  
102 SHERMAN  
DEADWOOD, SD 57732

\$3,420,000 CITY OF DEADWOOD, SOUTH  
DAKOTA SALES TAX REVENUE BONDS,  
SERIES 2009B BI # 10792

INVOICE NUMBER: R11806013739

TRUST ACCOUNT NUMBER:

Debt Service Due: 06/01/2018

Interest Due:	78,800.00
Principal Due:	0.00

*Total Amount Due:*	78,800.00
---------------------	-----------

**Total Charges:**	78,800.00
--------------------	-----------

101-4710-412  
m

We will take this Payment by ACH on 5-31-18

**PLEASE DO NOT PAY**

To ensure funds are available for payment to your bondholders, please remit the payments as follows:

By check, it should be received at least three(3)  
business days prior to payment date at the following

By ACH or wire, it should be sent at least  
one(1) business day prior to payment date using  
the following instructions:

The First National Bank in Sioux Falls  
Attn: Corporate Trust Department  
100 S Phillips Ave  
Sioux Falls SD 57104-6745

The First National Bank in Sioux Falls  
ABA # 091400020  
BNF: First Nat'l Bank in SF Trust  
Acct # 1093392  
Attn: Corporate Trust Department  
Ref: Debt Service Payment

If you have any questions, please contact Corporate Trust Department at (800) 553-7073 or (605) 335-5180

Thank You!



\$4,040,000

City of Deadwood, South Dakota

Sales Tax Revenue Bonds, Series 2009

Rec Center Project / Wrapped around Series 2002 Bonds

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/29/2009	-	-	-	-	-
12/01/2009	205,000.00	1.500%	78,771.39	283,771.39	283,771.39
06/01/2010	-	-	102,718.75	102,718.75	-
12/01/2010	220,000.00	2.250%	102,718.75	322,718.75	425,437.50
06/01/2011	-	-	100,243.75	100,243.75	-
12/01/2011	195,000.00	2.000%	100,243.75	295,243.75	395,487.50
06/01/2012	-	-	98,293.75	98,293.75	-
12/01/2012	130,000.00	3.000%	98,293.75	228,293.75	326,587.50
06/01/2013	-	-	96,343.75	96,343.75	-
12/01/2013	135,000.00	3.500%	96,343.75	231,343.75	327,687.50
06/01/2014	-	-	93,981.25	93,981.25	-
12/01/2014	140,000.00	4.000%	93,981.25	233,981.25	327,962.50
06/01/2015	-	-	91,181.25	91,181.25	-
12/01/2015	145,000.00	4.250%	91,181.25	236,181.25	327,362.50
06/01/2016	-	-	88,100.00	88,100.00	-
12/01/2016	150,000.00	6.000%	88,100.00	238,100.00	326,200.00
06/01/2017	-	-	83,600.00	83,600.00	-
12/01/2017	160,000.00	6.000%	83,600.00	243,600.00	327,200.00
06/01/2018	-	-	78,800.00	78,800.00	-
12/01/2018	170,000.00	6.000%	78,800.00	248,800.00	327,600.00
06/01/2019	-	-	73,700.00	73,700.00	-
12/01/2019	180,000.00	6.000%	73,700.00	253,700.00	327,400.00
06/01/2020	-	-	68,300.00	68,300.00	-
12/01/2020	190,000.00	6.000%	68,300.00	258,300.00	326,600.00
06/01/2021	-	-	62,600.00	62,600.00	-
12/01/2021	205,000.00	6.000%	62,600.00	267,600.00	330,200.00
06/01/2022	-	-	56,450.00	56,450.00	-
12/01/2022	215,000.00	6.000%	56,450.00	271,450.00	327,900.00
06/01/2023	-	-	50,000.00	50,000.00	-
12/01/2023	230,000.00	6.250%	50,000.00	280,000.00	330,000.00
06/01/2024	-	-	42,812.50	42,812.50	-
12/01/2024	240,000.00	6.250%	42,812.50	282,812.50	325,625.00
06/01/2025	-	-	35,312.50	35,312.50	-
12/01/2025	255,000.00	6.250%	35,312.50	290,312.50	325,625.00
06/01/2026	-	-	27,343.75	27,343.75	-
12/01/2026	275,000.00	6.250%	27,343.75	302,343.75	329,687.50
06/01/2027	-	-	18,750.00	18,750.00	-
12/01/2027	290,000.00	6.250%	18,750.00	308,750.00	327,500.00
06/01/2028	-	-	9,687.50	9,687.50	-
12/01/2028	310,000.00	6.250%	9,687.50	319,687.50	329,375.00
<b>Total</b>	<b>\$4,040,000.00</b>	<b>-</b>	<b>\$2,635,208.89</b>	<b>\$6,675,208.89</b>	<b>-</b>

### Yield Statistics

Accrued Interest from 07/15/2009 to 07/29/2009	8,108.82
Bond Year Dollars	\$44,169.11
Average Life	10.933 Years
Average Coupon	5.9661805%
Net Interest Cost (NIC)	6.1603130%
True Interest Cost (TIC)	6.1610238%
Bond Yield for Arbitrage Purposes	5.9563846%
All Inclusive Cost (AIC)	6.2176124%

### IRS Form 8038

Net Interest Cost	6.0666419%
Weighted Average Maturity	10.889 Years

File | 2009.sf | Final Numbers | Issue Summary | 6/23/2009 | 2:35 PM



4-16-18  
GG

**TO:** Robert Nelson  
Zoning Administrator  
City of Deadwood  
108 Sherman Street  
Deadwood, SD 57732

**FROM:** Ronald Bengs, PE - Interstate Engineering, Inc.

**RE:** Quote for Civil Engineering Services – 110 Timm Lane Cold Storage Building

**110 Timm Lane Cold Storage Building Mitigation Plan, Deadwood, South Dakota**

April 9, 2018

Robert:

The following is a quote for Civil Engineering services to develop necessary details for the mitigation plan approved by FEMA on February 28, 2018 for the cold storage building at 110 Timm Lane (Proposed mitigation Plan and Approval letter attached).

The OWNER of the project is the City of Deadwood. The CONSULTANT of the project is INTERSTATE ENGINEERING.

**SCOPE OF SERVICES:**

1. Develop mitigation plan details adequate for construction of approved mitigation plan
2. Assist with questions during construction of approved mitigation plan
3. Final site inspection following completion of mitigation plan
4. Survey as constructed conditions for final certification
5. Prepare certification of completion of mitigation for FEMA

**SERVICES NOT INCLUDED WITHIN THIS PROPOSAL:**

1. FEMA submittal fees
2. Construction Observation
3. Construction Material Testing

**RESPONSIBILITY OF OWNER/ARCHITECT:**

The OWNER/ARCHITECT will be responsible for the following:

1. Timely review of all submittals from Interstate Engineering, Inc.
2. Payments of all permit application and plan review fees.



#### **CONSIDERATION AND TERMS OF PAYMENT:**

- A. Consideration for services performed by CONSULTANT pursuant to this Agreement for the Scope of Services above for Engineering Services.
  - 1. **Scope of Services, items 1 thru 5 shall be billed hourly with a not to exceed fee of Two Thousand Five Hundred Dollars (\$2,500.00) plus applicable sales tax.**
- B. If additional work is required, that work would be completed on an hourly basis at our standard hourly rates.
- C. Terms of Payment: The Consultant shall submit invoices on a monthly basis to OWNER/ARCHITECT for payment of work completed. The OWNER/ARCHITECT shall have the authority to review the invoices and approve payment, which shall be made within thirty (30) days after receipt of invoices for services performed and accepted by the OWNER/ARCHITECT. Amounts unpaid after thirty (30) days shall bear interest as provided by law. Before final plans are turned over to the OWNER/ARCHITECT, the OWNER/ARCHITECT shall reimburse the Consultant for all services performed on the project.
- D. When consideration is based on hourly rates, the Hourly Rates and Reimbursable Expenses will be adjusted annually each February to reflect equitable changes in the compensation rates payable to the Engineer.
- E. Consideration may also be modified by mutual agreement between the OWNER/ARCHITECT and CONSULTANT.
- F. In the event of legislative actions after the Effective Date of Agreement by any level of government that impose taxes, fees or costs on CONSULTANT's services in connection with this Project or compensation therefore, such new taxes, fees, or costs shall be invoiced to and paid by OWNER/ARCHITECT as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees or costs be imposed, they shall be in addition to CONSULTANT's total compensation.

#### **GENERAL PROVISIONS:**

- 1. Services performed by INTERSTATE ENGINEERING, INC. under this agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities, and remedies with respect to the services, whether in contract or otherwise, shall be exclusively those expressly set forth in this Agreement. To the fullest extent permitted by law, INTERSTATE ENGINEERING, INC. shall not, in any event, be liable to the OWNER/ARCHITECT for any special, indirect, incidental or consequential damages including, but not limited to, damages from delay, distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power. INTERSTATE ENGINEERING, INC.'s total liability to the OWNER/ARCHITECT for all claims, losses, damages and expenses resulting or arising in any way from the performing of the Services shall not exceed the total compensation received by INTERSTATE ENGINEERING, INC. under this agreement or the limits of any professional liability insurance maintained by INTERSTATE ENGINEERING, INC., whichever is less. The agreement shall be governed by and interpreted in accordance with the laws of South Dakota.



2. Instruments of Service: All reports as well as original final reproducible drawings, plans, calculations, specifications, studies, software programs, tapes, models, electronic files, notes and memoranda, assembled or prepared by INTERSTATE ENGINEERING, INC., or furnished by INTERSTATE ENGINEERING, INC., in connection with this contract, shall remain the property of INTERSTATE ENGINEERING, INC. and will be transmitted to the OWNER/ARCHITECT as instruments of service as requested by the OWNER/ARCHITECT.
3. Reuse of Documents: Any reuse of said documents on any extension of the project or any other project by the OWNER/ARCHITECT without prior written verification or adaptation by CONSULTANT for the specific purpose intended, shall be at the OWNER/ARCHITECT's sole risk without liability or legal exposure to INTERSTATE ENGINEERING, INC. The OWNER/ARCHITECT shall indemnify, defend and hold harmless from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from any such reuse by the OWNER/ARCHITECT. Any such verification or adaptation shall entitle INTERSTATE ENGINEERING, INC. to further compensation at rates to be agreed upon by the OWNER/ARCHITECT and INTERSTATE ENGINEERING, INC.
4. Dissemination of Information: INTERSTATE ENGINEERING, INC. shall have the right, but shall not be obligated, to retain copies of documents and to use same for any purpose unless such use can be reasonably expected to cause harm to OWNER/ARCHITECT or constitute a violation of patent/copyright protection. Copies of said documents shall not be made available by INTERSTATE ENGINEERING, INC. to any individual or organization without the prior written approval of the OWNER/ARCHITECT except as required as normal incident of completion of the work of INTERSTATE ENGINEERING, INC., unless such documents shall have been previously made public by the OWNER/ARCHITECT.

The proposal outlined in this letter is valid for thirty (30) days.

**SPECIAL AND EXTRA SERVICES:**

Extra services will be provided in addition to those required to complete the design as requested by the OWNER/ARCHITECT. Such services include: additional elements identified by the OWNER/ARCHITECT; additional information requested by the OWNER/ARCHITECT; special trips to the site requested by the OWNER/ARCHITECT; special services which may be required if the work is suspended or abandoned; or any special engineering services not required to complete the design which may be requested by the OWNER/ARCHITECT.

Interstate Engineering releases the City of Deadwood from liability pertaining to the work designed by Interstate Engineering on this project.

Payment to INTERSTATE ENGINEERING, INC. as compensation for these services will be in addition to the contract amount identified above and shall be in conformance with our schedule of rates in effect at the time services are provided.

**EFFECTIVE DATE OF CONTRACT:**

This contract shall be effective upon execution by the parties.

**ACCEPTANCE:**

We sincerely appreciate the opportunity to work with you on this project. If you concur with the proposal outlined in this Letter of Agreement, please execute the enclosed extra copy and return it to INTERSTATE ENGINEERING, INC. Unless otherwise instructed by you in writing at the time you return the executed



copy of this Letter Agreement, INTERSTATE ENGINEERING, INC. will consider the executed Letter of Agreement as our notice to proceed. If you should have any questions, please do not hesitate to contact me.

Please note that this proposal does not contain any prices for Construction Surveying, Construction Observation, or Construction Material Testing on the Project.

Accepted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name Title

I am enclosing two (2) copies of this letter for your consideration. If you accept our proposal, please sign both copies and return one signed copy to me.

If you have any questions or comments on this proposal, please contact me at (605) 642-4772.

Proposed by,  
Interstate Engineering, Inc.

A handwritten signature in black ink, appearing to read 'Ronald Bengs', written over a horizontal line.

Ronald A. Bengs, PE  
Senior Project Engineer





**FEMA**

R8-MT

February 28<sup>th</sup>, 2018

The Honorable Charles Turbiville  
Mayor of Deadwood  
767 Main Street  
Deadwood, South Dakota 57732

Re: City of Deadwood Community Assistance Visit

Dear Mayor Turbiville:

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

The City has been able to bring all but two vilations into compliance. These two violations are:

Address	Permit Number	Description of Project	Date Identified of Non-Compliance
110 Timm Lane	102/14	New post frame cold storage	10/14/14
310 Cliff Street	N/A	New storage shed and garage	10/14/14

616-00-053.  
02  
02

On January 30<sup>th</sup>, 2018, the City provided a report and list of options to bring 110 Timm Lane, the Cold Storage building, into compliance. The options included no action, dry floodproofing and wet floodproofing and wet floodproofing only. Based on the information provided; FEMA will approve option 3, wet floodproofing only, to bring this structure into compliance to the maximum extent possible.

As for the development loated at 310 Cliff Street, new storage shed and garage, further anlalysis of the data provided has demonstrated that this project has caused an increase in the base flood elevation exceeding the limits setforth within the City's flood damage prevention ordinance and Setion 44 of the Code of Federal Regulation 60.3.(d)(3):

The Honorable Charles Turbiville  
February 28<sup>th</sup>, 2018  
Page 2

*Prohibit encroachments, including fill, new construction, substantial improvements, and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge;*

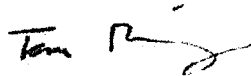
This increase is not limited to the owner's property and it extends onto neighbor property and structures. As this is a direct violation of the Code of Federal Regulations and the City's floodplain damage prevention ordinance, FEMA is requiring the community to bring this violation into compliance so that the project result in a no-rise, 0.00 feet, increase in the Base Flood Elevation.

It is up to the community on how compliance shall be achieved. Options may include removal of the development, stream alteration and/or combination of the two. Other options may exist and FEMA encourages the City to work with an engineering firm to see which option is best for the community.

The City of Deadwood has 3 months, May 29<sup>th</sup>, 2018, to develop a plan and submit that plan to FEMA on how the City will correct the violation at 310 Cliff Street. The City will then have 6 months, November 28<sup>th</sup>, 2018, to bring both violations into full compliance.

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

Sincerely,



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

Attachment

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



January 30, 2018

Mr. Tom Birney, CFM  
FEMA Region VIII  
Denver Federal Center  
Building 710, Box 25267  
Denver, CO 80225-0267

Re: City Cold Storage Building, Timm Lane, Deadwood, South Dakota  
Interstate Job No.: L16-00-053.01

Dear Mr. Birney,

Interstate Engineering is providing the following options, probable estimate of cost and recommendations on flood proofing the City Cold Storage Building located on Timm Lane in an effort to bring this structure into compliance with FEMA requirements.

The cold storage building has three areas that will require flood proofing. The high building located to the north/northeast (storage A), the lower cold storage (storage B) located to the southeast which is attached to storage A and the open storage bay (storage C) located to the south/southwest and which is attached to storage B. The BFE of the cold storage building is 4668.7.

Storage A has two (2) high vehicle overhead doors and one (1) man door. The entire building is one large open area. There is a concrete foundation wall around the perimeter of the building which extends 12 inches above the floor elevation. Exterior walls are formed with posts and horizontal purlins. Electrical conduit and outlets are located 2 feet above the concrete foundation wall or three (3) feet above finished floor. No other utilities are located below the BFE. The FFE of storage A is 4664.60, top of concrete foundation wall is elevation 4665.60 and the electrical is located at 4668.0.

Storage B has five (5) single vehicle garage doors with no man doors. Each garage door enters into a separate bay. The bays are formed with wood stud walls and plywood sheathing. Electrical conduit and outlets are located 3.7 feet above the finished floor. No other utilities are located below the BFE. The FFE of storage B is 4664.60, the electrical is located at elevation 4668.3.

Storage C is an open bay covered storage area with two (2) sides covered with metal siding that is attached to Storage B at the southwest corner of Storage B. The building is constructed using pole barn construction. There is row of lights attached to the roof trusses and connected by a conduit running the full length of the building. The electrical switch that turns on these lights is below the BFE. The floor of storage C is 4664.60.



I have enclosed the following supporting data for your review:

1. Elevation certificate based on our collected field data
2. Overall site layout (Google Earth)
3. Photos of the cold storage building and electrical
4. FIRM data

Flood proofing options:

- (1) Do nothing.

This is not seen as an acceptable option as the structure is out of compliance.

- (2) Dry Flood Proofing and Wet Flood Proofing Combination.

This option would include raising the foundation wall to above the BFE, shortening the exterior walls and posts to accommodate the higher foundation wall and installation of flood doors on all exterior doors to include vehicle and manway doors. It would also include wet flood proof vents added to the open storage area.

This option provides the most protection, however, it becomes very involved and costly. The building walls would need to be modified and possibly jacked to provide work area to form and install a short height of concrete wall above the existing foundation wall. This short section of additional foundation wall would be drilled and doveled into the existing foundation wall. Additionally, the flood doors require manual operation to put them in place during a flood event.

The cost estimate to provide the dry and wet flood proofing for the buildings as they are would be \$115,000.00.

- (3) ~~Wet Flood Proofing~~

*FIRM Approved option 3 Feb 28 2018*

This option would include raising electrical outlets, switches and conduit to above the BFE, installation of flood vents in appropriate locations. Any wood located below the BFE would be required to be made of flood resistant materials or be coated to provide resistance to flood waters. This includes all (3) structures in the configuration presently in place.

This option provides a level of protection less than option 1 and would include raising the electrical conduit, outlets and switches to an elevation above the BFE. It would also include installation of flood vents that would automatically open in the event of flood waters. Additionally, any non-flood resistant building materials below the BFE would need to be made of or replaced with flood resistant materials or coated with a flood resistant coating. These flood vents require no human effort before an event occurs.

The cost estimate to provide the wet flood proofing for the buildings as they are would be \$48,000.00.



Our recommendation would be option (3) – wet flood proofing be approved to bring this structure into compliance. Our justification for this recommendation is since these cold storage buildings house vehicles and store various items, but have no office space the risk to human life is minimal. The City of Deadwood accepts the risk to stored vehicles and other equipment as acceptable in comparison to alternate options and costs associated with those options. Another consideration is cost of each option. Option (3) is by far the cheaper options to provide compliance and a level of protection.

Therefore, it is our recommendation based on use and associated costs that option (3) wet flood proofing be the approved resolution to bring this structure into compliance with FEMA requirements.

If you have any questions, please contact me at (605) 642-4772 or by email at [ron.bengs@interstateeng.com](mailto:ron.bengs@interstateeng.com)

Sincerely,

A handwritten signature in black ink that reads 'Ronald A. Bengs'.

Ronald A. Bengs, PE  
Senior Project Engineer  
Interstate Engineering, Inc.



Cc: Bob Nelson-Zoning Administrator, City  
of Deadwood

## Quote



RUD-CHAIN, INC.  
PO Box 367  
Hiawatha, IA 52233  
Phone: 800-553-7993  
Fax: 877-512-7209

*Front of  
Sander  
Bis*

Order #: 0117416  
Order Date: 4/9/2018  
Customer #: 06-DEADWO

*4-16-18  
6 H*

Expire Date: 5/31/2018

Sold To:  
CITY OF DEADWOOD  
102 SHERMAN ST  
DEADWOOD, SD 57732

WE SUBMIT THE FOLLOWING QUOTATION FOR YOUR  
CONSIDERATION:

Salesperson		F.O.B.	Terms	User ID
KATIE ELSBURY		HIAWATHA, IA	NET 30	KKE
Item No/Descrip	U/M	Ordered	Unit Price	Amount
4716924 SUPER GREIFSTEG (22201)	PR	2.00	1,193.25	2,386.50

12-14 WEEKS DELIVERY.

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT ME.

THANKS,

KATIE ELSBURY

NON-SKID SALES & TECHNICAL SUPPORT SPECIALIST

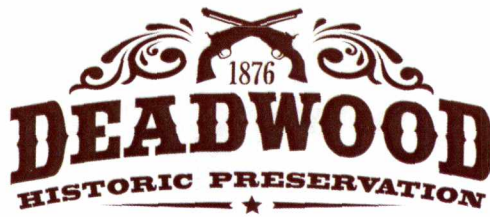
If you have additional questions or comments, please contact me at;

Phone No: 319-375-3233

E-mail: katie.elsbury@rudchain.com

Net Order:	2,386.50
Freight:	140.00
Sales Tax:	0.00
Total Order:	2,526.50

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

4-16-18  
62

## MEMORANDUM

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**Date:** April 13, 2018  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** **2018 Macrovision LLC Agreement**

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The City Archives is requesting permission to renew the agreement with Macrovision LLC. The agreement is to provide marketing and media management services such as electronic media advertising, video production, website upkeep and Facebook postings. The city will pay Macrovision LLC \$50 per hour for services. A copy of the agreement is attached for review.

The Deadwood Historic Preservation Commission reviewed this request at their February 14, 2018 meeting and recommends approval.

**Recommended Motion:** *Move to renew the contract with Macrovision, LLC to provide marketing and media management services at a cost of \$50 per hour.*

4-16-18  
6 J

**AGREEMENT BETWEEN**  
**THE CITY OF DEADWOOD AND**  
**MACROVISION, LLC**

This Agreement, dated this \_\_\_ day of \_\_\_\_\_, 2018, is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and MACROVISION, P.O. Box 111, Deadwood, South Dakota 57732.

**WHEREAS**, MACROVISION has agreed to provide Marketing and Media Management services for the CITY; and,

**WHEREAS**, the purpose of this agreement is to set forth the terms and conditions for which MACROVISION shall undertake in providing Marketing and Media Management Services for the CITY as set forth below; and

Based upon the representations and understanding above the parties agree as follows:

1. MACROVISION will provide the following services for the term of this agreement:
  - a. Advice and consultation in marketing and public relations;
  - b. Print & brochure design and layout;
  - c. Newsletter;
  - d. Print advertising campaign coordination;
  - e. Print Ad design and implementation;
  - f. Video production, field production and editing;
  - g. Photography for needed service;
  - h. Electronic media advertising including internet, broadcast media and new media;
  - i. Website upkeep and updating as needed; and,
  - j. Facebook posting and resource gathering for Facebook.
2. MACROVISION will NOT be responsible for the following for the term of this agreement:
  - a. Net cost for advertising – print/broadcast/new media;
  - b. Voiceover talent or celebrity endorsement costs;
  - c. Travel outside Deadwood offices;
  - d. Lodging/meals when on Historic Preservation business; and,
  - e. Airfare.



3. MACROVISION is an independent contractor of CITY. Nothing contained in this agreement shall be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship.
4. MACROVISION shall have no authority to act as agent for, or on behalf of, CITY, or to represent CITY, or bind CITY in any manner.
5. MACROVISION shall not be entitled to worker's compensation, retirement, insurance or other benefits afforded to employees of CITY.
6. MACROVISION and its employees shall not, during the time of rendering services to the CITY or thereafter, disclose to anyone other than authorized employees of MACROVISION (or persons designated by such duly authorized employees of CITY) or use for the benefit of MACROVISION and its employees or for any entity other than the CITY, any information of a confidential nature, including but not limited to, information relating to any such materials or intellectual property; any of the MACROVISION projects or programs; the technical, commercial or any other affairs of MACROVISION; or any confidential information which MACROVISION has received from a third party.
7. All work shall be done in a professional manner;
8. All work will be subject to approval by the Historic Preservation office;
9. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
10. MACROVISION shall comply with all local and state laws relating to workers compensation and additional insurance requirements to adequately protect the CITY from any claims or damages arising out of or in conjunction with the work contemplated herein. Throughout the term of this Agreement, MACROVISION will maintain general liability insurance with coverage of at least one million dollars per occurrence for bodily injury, property damage, or other losses in connection with the provision of Services by MACROVISION pursuant to the terms of this Agreement.
11. MACROVISION agrees to indemnify and hold harmless CITY and any of its officers, agents, and employees from any and all liabilities, actions, causes of actions, losses, costs, judgments, penalties, fines, claims or executions of any character, including attorney's fees, court costs and other legal expenses, insurance deductibles, and all other expenses arising out of or relating to, directly or indirectly, from:
  - a. The negligent, grossly negligent, or intentional act or omission of MACROVISION or its directors, officers, employee, agents, or contractors;
  - b. MACROVISION's failure to perform any of its obligations under this

Agreement, and

c. Any act or omission of MACROVISION in connection with the work.

12. This agreement may be terminated by either MACROVISION or CITY at any time for any reason, with or without cause, by giving sixty (60) days written notice of termination and CITY shall pay MACROVISION for all services performed by MACROVISION through the date of termination.
13. CITY shall pay MACROVISION a sum of Fifty and no/100s Dollars per hour (\$50/hour) for services;
14. MACROVISION shall perform these services with reasonable diligence and expediency consistent with sound professional practices.
15. The agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, representations and understandings of the parties, written or oral,
16. This agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
17. The agreement may be amended only by written agreement of the parties.
18. All notices permitted or required under this agreement shall be in writing and shall be delivered in person or mailed by first class. Registered or certified mail, postage prepaid, to the address of the party specified in the agreement or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt.
19. This agreement shall not be assigned by either party without the consent of the other party.
20. Copyright for all Marketing and Media shall belong to CITY.

CITY OF DEADWOOD

By \_\_\_\_\_  
Charles Turbiville, Mayor

ATTEST:

\_\_\_\_\_  
Mary Jo Nelson  
City Finance Officer

MACROVISION, LLC

By \_\_\_\_\_  
\_\_\_\_\_

Its: \_\_\_\_\_

State of South Dakota       )  
  ) SS  
County of \_\_\_\_\_       )

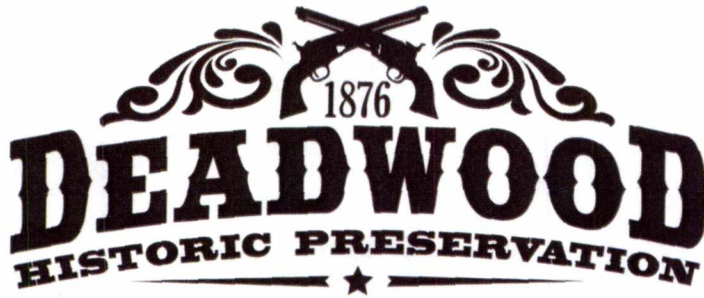
On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned officer, personally appeared \_\_\_\_\_, \_\_\_\_\_ of Macrovision, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same for the purposes therein contained.

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

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



4-16-18  
6K

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## REQUEST FOR QUALIFICATIONS (RFQ)

Historic Preservation Commission  
Deadwood, SD

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**RFQ NUMBER:** HPC - 01-2018

**RFQ TITLE:** Main Street Master Plan  
City of Deadwood

**PURPOSE:** The purpose of this document is to provide information to parties submitting qualification proposals to develop a Historic Main Street Master Plan for the City of Deadwood.

**DEADLINE FOR** 2:00 P.M. Mountain Time  
**RFQ SUBMISSIONS:** May 23, 2018  
LATE, FAXED, OR UNSIGNED PROPOSALS WILL BE REJECTED

**SUBMIT RFQ TO** Planning and Preservation Offices  
**THIS ADDRESS:** City of Deadwood  
108 Sherman Street  
Deadwood, SD 57732

**SPECIAL**  
**INSTRUCTIONS:** -Label the lower left corner of sealed submittal package with RFQ number  
-Submit one original and eight (8) copies of your proposal  
-Submit one complete electronic copy in Microsoft Word or PDF format

**DIRECT ALL** Kevin Kuchenbecker Bob Nelson, Jr.  
**INQUIRES TO:** Historic Preservation Officer City Planner  
[kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com) [bobjr@cityofdeadwood.com](mailto:bobjr@cityofdeadwood.com)

Phone: (605) 578-2082

Fax: (605) 578-2084

Website: [www.cityofdeadwood.com](http://www.cityofdeadwood.com)

**DATE RFQ ISSUED:** April 16, 2018

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## 1.0 GENERAL INFORMATION

### 1.1 Introduction

The purpose of this document is to provide information to parties submitting qualification proposals to develop a Main Street Master Plan for Deadwood.

The City of Deadwood, SD is seeking proposals from qualified design firms (Contractor) for services in relationship to the development of a Main Street Master Plan (the Project). It is a desire of the City of Deadwood to contract with one firm or team whose capabilities and experience best match Deadwood. The Historic Preservation Commission intends to use the results of this process to recommend awarding a contract(s) with the City of Deadwood.

The contract resulting from this Request for Qualifications (RFQ) will be administered by the Deadwood Planning and Preservation Offices. The contract administrator will be Kevin Kuchenbecker, Historic Preservation Officer.

### 1.2 Scope of Project and Master Plan Considerations

#### 1.2.1 Project Description

Interested design and planning firms are requested to present proposals to the City of Deadwood showcasing their experience and qualifications in Main Street Master Planning. The project will be specifically related to urban planning, "Special Event" management, Safety and Security, infrastructure reconstruction, pedestrian access, Main Street amenities, landscaping, public space development, and all while working within a National Historic Landmark District.

#### 1.2.2 Main Street components identified for consideration in Master Plan

- Sidewalks, ADA compliance, Road Surface (Including Crosswalks)
- Trolley Stops, Bump outs for Businesses
- Alignment of Deadwood Street
- Public Restrooms
- Drainage, Curb and Curb Cuts
- Infrastructure: water valves, curb boxes, domestic and FD sprinkler services, piping, fire hydrants, manholes, etc.
- Water Service Audit to eliminate single services to multiple buildings
- Water Main Crossings through the Box Culvert (HWY 14A/85)
- Traffic Signal Light (Deadwood and Main Street)
- Light poles and bases, sign poles, wayfinding signage
- Downtown sound system, Wi-Fi, Security Cameras
- Private Utility Coordination in rebuild would utilities want to participate.
- Traffic Control / Public Safety Bollards
- Event Traffic Planning
- Considerations for community gathering spaces (i.e. Plazas or Squares)
- New Parking Meter System – Amano Pay Kiosks
- Sidewalk Basements / Coal Chutes

- Roof Drains to the Storm Sewer – Smoke Test
- Banners/Bunting/Lights across Main Street
- Pedestrian Crossings on Highway 14A/85 (Pioneer Way)

#### 1.2.3 Planning Assistance

- Coordinate Planning Meetings with City Staff and the Community
- Sequencing Plan of the Reconstruction
- Community Coordination of the Project
- Present updates throughout the process to Historic Preservation and Deadwood City Commissions

#### 1.2.4 Project Area

(See Map – Final Page of RFQ)

### 1.4 Qualifications

#### **Professional Design Firm Qualifications:**

The City of Deadwood's Historic Preservation Commission is seeking a professional design firm experienced in providing design and urban planning services of the kind indicated within historic districts with a strong understanding of historic preservation and community development. Firm must also have demonstrated they can oversee and collaborate with various subcontractors including but not limited to, architectural firms, general contractors and specialty trade services. Firm must have experience in designing public spaces and development of master plans.

### 1.5 Definitions

The following definitions are used throughout the RFQ:

**The City** means the City of Deadwood.

**The Project** means the Main Street Master Plan.

**Historic Preservation Commission** refers to the Deadwood Historic Preservation Commission as appointed by the Deadwood City Commission.

**Proposer** means a firm submitting a proposal in response to this RFQ.

### 1.6 Clarification of the Specifications

Questions about the proposal should be addressed prior to **5:00 p.m. Mountain Time, May 11, 2018** (See RFQ Schedule, Section 1.8) in writing or email to: Kevin Kuchenbecker, Historic Preservation Office, 108 Sherman Street, Deadwood, SD 57732; email: kevin@cityofdeadwood.com.

Proposers are expected to raise any questions, exceptions, or additions they have concerning the RFQ document at this point in the RFQ process. If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFQ, the proposer should immediately notify the contact person of such error and request modification or clarification of the RFQ document.



**Mailing Address:** Kevin Kuchenbecker  
Historic Preservation Office  
108 Sherman Street  
Deadwood, SD 57732

Proposers are prohibited from communicating directly with any employee of the City, except as described herein. No City employee or representative other than those individuals listed as City contact in this RFQ are authorized to provide any information or respond to any question or inquiry concerning this RFQ.

1.7 Addendums and/or Revisions

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFQ, revisions/amendments and/or supplements will be issued.

It shall be the responsibility of the proposers contact the City of Deadwood to be provided revisions/amendments or supplements to the RFQ. Proposers must acknowledge the receipt/review of any addendum(s) at the bottom of the Proposal Submittal Cover Letter. Each proposal shall stipulate that it is predicated upon the terms and conditions of this RFQ and any supplements or revisions thereof.

1.8 RFQ Schedule

Listed below are both specific and estimated dates and times of actions related to this RFQ. The actions with specific dates must be completed as indicated unless otherwise changed by the Historic Preservation Officer. In the event that the Historic Preservation Officer finds it necessary to change any of the specific dates and times in the calendar of events listed below, they will do so by issuing a supplement to this RFQ. There may or may not be a formal notification issued for changes in the estimated dates and times.

**DATE**

**EVENT**

April 16, 2018 RFQ Approved by City Commission

April 17, 2018 RFQ posted on City's Website/Advertised

May 11, 2018 Deadline for questions and clarification on RFQ

**May 23, 2018 RFQ Proposal Submission Deadline.  
Proposals must be received by 2PM.**

May 31, 2018 Short list selection for interviews

June 14, 2018 Select proposal and prepare agreement

June 18, 2018 City Commission Approves Contract

1.9 Contract Term and Funding

Substantial completion of the Main Street Master Plan shall be negotiated as a component of the contract for design services.





SOUTH DAKOTA DEPARTMENT OF GAME, FISH AND PARKS

**SOUTH DAKOTA RECREATIONAL TRAILS PROGRAM APPLICATION**

2018 Cycle

**Instructions:** A working copy of your application can be saved for editing until you are ready to print the final copy. Be sure to:

- Sign the final copy of the application.
- Include all attachments, at the proper size.
- Mail prior to the application deadline. Must be postmarked on or before April 27, 2018.
- See the RTP Grant Manual for format restrictions and tips.

4-16-18  
6 L

**Project Summary** \_\_\_\_\_

**Project Name:**

**Organization/Sponsor Name:**

**Dun & Bradstreet Number** (DUNS 9-digit number):

**Primary Contact Person Name and Title:**

**Address:**

**City:**

**State:**

**Zip:**

**Work Phone:**

**Home Phone:**

**Mobile Phone:**

**Fax:**

**Email:**

**Project Location** *(include county)*:

**Recreational Trail Project Type:** Please indicate the type of user groups that will benefit from this trail. Examples include hikers, bicyclists, cross-country skiers, snowmobilers, ATV riders, horseback riders, etc.

**Eligibility Category:** Check the box that most closely describes the type of project proposed. Please refer to the application packet for detailed definitions of these eligibility categories.

- ☐ Maintenance and restoration of existing trails
- ☐ Development and rehabilitation of trailside and trailhead facilities and trail linkages
- ☐ Purchase and lease of recreational trail construction and maintenance equipment
- ☐ Construction of new recreational trails
- ☐ Acquisition of easements and fee simple title to property
- ☐ Trail accessibility assessment
- ☐ Operation of educational programs to promote safety and environmental protection

**Summary Project Description:** *(narrative)*

**Total Project Cost:** *(Please include \$1,000 for clearances. Round to nearest whole dollar.)*

\$

**RTP Funds Requested:** *(Round to nearest whole dollar.)*

\$

**Project Land is Controlled by:** *(Attach documentation.)*

- ☐ Fee Simple
- ☐ Lease
- ☐ Easement
- ☐ Other:

## Project Details \_\_\_\_\_

### Detailed Cost Estimate for this Project

Itemized Description of Project	Cost in Dollars
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
<b>Estimated Total Project Cost</b>	\$
<b>Federal Funding Requested</b> (Not to exceed 80% of total cost.)	\$
<b>Percentage of Project Funded by RTP</b>	%

### Status of Funding

Amount of grantee's share budgeted, secured and currently available to complete the project	\$
Amount of grantee's share remaining to be raised or secured to complete the project	\$

### \*Other Sources of Project Funding

Name of Grant:	Agency:
Type of Grant:	Amount of Grant: \$
Status: <input type="checkbox"/> Approved <input type="checkbox"/> Pending	

### \*Other Sources of Project Funding

Name of Grant:	Agency:
Type of Grant:	Amount of Grant: \$
Status: <input type="checkbox"/> Approved <input type="checkbox"/> Pending	

## Social, Economic and Environment Assessment Checklist \_\_\_\_\_

(This form must be completed on all projects.)

Project Name:

Organization/Sponsor Name:

<i>Issues</i>	<i>Question</i>	<i>Impact</i>	<i>Degree of Impact</i>
	<i>Will the project...</i>		<i>Please note conditions or state documentation for all minor or major impacts.</i>
<b>Access Control</b>	Change access to properties (close, change location, make one-way)?	(select)	
<b>Air Quality</b>	Degrade air quality?	(select)	
<b>Bicycle and Pedestrian</b>	Impact bicycle and/or pedestrian movement?	(select)	
<b>Construction Impacts</b>	Cause construction impact (erosion, noise, air, vibration, etc.)?	(select)	
<b>Controversy</b>	Have controversy or will likely cause controversy?	(select)	
<b>Endangered Species</b>	Impact any endangered, threatened or species of special concern due to the project location or design?	(select)	
<b>Energy Impacts</b>	Have major energy implications?	(select)	
<b>Excess Materials</b>	Involve disposal of excess material outside planned construction limits?	(select)	
<b>Farmlands</b>	Require any rights-of-way?	(select)	

<b>Floodplain</b>	Cross or lie adjacent to any floodplain area?	(select)	
<b>Groundwater, Geology, Earthborne</b>	Impact groundwater, geology or cause earthborne vibrations?	(select)	
<b>Handicapped</b>	Impact sidewalk or curb and gutter?	(select)	
<b>Historical, Archeological, Cultural</b>	Impact any historical structures?	(select)	
	Require any excavation or regarding?	(select)	
<b>Land Use</b>	Be consistent with local and regional land use planning?	(select)	
<b>Minerals</b>	Impact commercial minerals and/or peat resources?	(select)	
<b>Noise</b>	Impact noise-sensitive receptors?	(select)	
<b>Parks &amp; Recreation</b>	Use significant public park, recreational, historical or wildlife-related sites? Will the project impact any LWCF land?	(select)	
<b>Right of Way</b>	Require any easements?	(select)	
<b>Relocation</b>	Require any relocation of homes or businesses?	(select)	
<b>Stream/River Modification</b>	Change the course, current or cross section of any stream or river?	(select)	
<b>Social</b>	Impact public safety?	(select)	
	Impact sensitive groups (children, handicapped,	(select)	

	minorities, poor, etc.)?		
	Impact accessibility to schools, churches, recreational facilities?	(select)	
<b>Transportation</b>	Require road re-routing, closing or redevelopment?	(select)	
	Be accessible by mass transportation?	(select)	
<b>Visual Quality</b>	Impact visual quality (view to or from facility)?	(select)	
<b>Wetlands</b>	Have wetlands present within construction limits?	(select)	
	Destroy, impact or improve/create wetland habitats?	(select)	
<b>Wild and Scenic Rivers</b>	Impact a state or federal wild and scenic river, federal candidate wild and scenic river?	(select)	

## **Other Considerations**

---

**Identify all facilities and buildings older than 50 years that are located on or adjacent to your project site:**

**Identify the age of any facility or building to be removed or renovated:**

**If the project is located within a park area, please identify the current use of the proposed project site, when the site was acquired by the project sponsor:**

**Identify any work done on or adjacent to your project site by the WPA, CCC or other public works group:**

**Identify whether any archeological surveys have been completed on or adjacent to your project site, the date on which they were completed, and the purpose for which the survey was completed:**

**If cultural or historical resources exist on or adjacent to the project site, how will they be affected by your project?**

**How to Apply** \_\_\_\_\_

**Please Read and Sign Below**

All answers and statements are true and complete to the best of my knowledge.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Include six printed copies of each of the following documents:**

- ☐ Letter of intent
- ☐ A completed and signed RTP application
- ☐ Maps (vicinity map, site location map) - size: 8.5x11-inch or 11x17-inch paper
- ☐ Letters of support
- ☐ Other information that will strengthen the application such as: maintenance agreements, resolutions of support, etc.

**Remit to:**

Randy Kittle  
Grants Coordinator  
Dept. of Game, Fish & Parks  
523 E. Capitol Ave.  
Pierre, SD 57501-3182

Application must be postmarked on or April 27, 2018.



**APPLICATION FOR INDUSTRIAL PARK, AGRI-BUSINESS  
ACCESS, OR  
COMMUNITY ACCESS GRANT FUNDS**

4-16-18  
6m

APPLICATION FOR:

INDUSTRIAL PARK/ AGRI-BUSINESS  
(Check one)

☐

COMMUNITY ACCESS

☐

---

APPLICANT AND ADDRESS:  
(Include unit of government)

---

PROJECT LOCATION:

---

PROJECT DESCRIPTION:

---

THE APPLICANT CERTIFIES THAT:

To the best of my knowledge and belief, the information in this application is true and correct. The document has been duly authorized by the governing body of the applicant and the applicant will comply with all appropriate requirements if approved.

\_\_\_\_\_  
Name and Title (typed)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

APPLICATION PREPARED BY:

\_\_\_\_\_  
Name and Title (typed)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Representing

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Consultant (typed)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Representing

\_\_\_\_\_  
Date

# INDUSTRIAL PARK AND AGRI-BUSINESS ACCESS GRANTS

1. BUSINESSES TO BE SERVED AND PROPOSED EXPANSION PLAN:

2. COSTS OF INFRASTRUCTURE

NON PARTICIPATING ITEMS		PARTICIPATING ITEMS	
LAND		CONSTRUCTION	
UTILITIES		CONTINGENCIES	
ENGINEERING			
OTHER			
<b>TOTAL</b>		<b>TOTAL</b>	

3. FUNDING OF PROJECT

LOCAL	
OTHER	
DOT (60 or 80% as per project type)	

4. TOTAL NUMBER OF NEW FULL TIME EQUIVALENT JOBS TO BE CREATED:  
(MINIMUM OF 5)

FULL TIME \_\_\_\_\_ PART TIME \_\_\_\_\_

5. TOTAL EMPLOYMENT FOR ALL FACILITIES OR DEVELOPMENT:  
(MINIMUM OF 50 FOR INDUSTRIAL PARKS)

FULL TIME \_\_\_\_\_ PART TIME \_\_\_\_\_

6. TOTAL NEW CAPITAL INVESTMENT FOR THE FACILITY: \_\_\_\_\_

7. PROJECT LENGTH \_\_\_\_\_

8. ROW: Is the Right-of-Way dedicated to public use? yes \_\_\_\_\_ no \_\_\_\_\_

9. MAINTENANCE: Who will assume maintenance of the road upon project completion? \_\_\_\_\_

**Attach additional documentation, letters of commitment from industries involved in creating new, expanded, or existing employment, maps, cross sections, engineering reports, etc. which will enhance the application.**

# COMMUNITY ACCESS GRANTS

1. **PROJECT TITLE:**  
(Town, streets, project termini)

2. **PROJECT INFORMATION:**

Project Length \_\_\_\_\_ Population \_\_\_\_\_

Existing roadway width \_\_\_\_\_ No. of businesses effected \_\_\_\_\_

Existing surfacing type \_\_\_\_\_ Is there a current state grant/loan  
associated with this project? \_\_\_\_\_

Average Daily Traffic \_\_\_\_\_ Percent Trucks \_\_\_\_\_

Future maintenance is to be performed by: \_\_\_\_\_

Area of community to be served: indicate locations of schools/businesses, etc. (include a map) \_\_\_\_\_

Current roadway condition (general description) \_\_\_\_\_

3. **PROJECT COSTS**

NON PARTICIPATING ITEMS		PARTICIPATING ITEMS	
UTILITIES		CONSTRUCTION	
ENGINEERING		CONTINGENCIES	
OTHER			
<b>TOTAL</b>		<b>TOTAL</b>	

**TOTAL PROJECT COST** \_\_\_\_\_

4. **FUNDING OF PROJECT:**

LOCAL	
OTHER	
DOT (60% OF PARTICIPATING ITEMS)	

4-16-18  
8A

**NOTICE OF PUBLIC HEARING  
FOR SUNDAY EVENT SERIES**

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 April 16, 2018 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**Street Closure Request:**

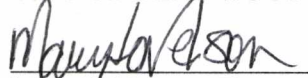
Deadwood Street closed from Main Street to Pioneer Way from 2:00 to 6:00 p.m. on the following Sundays: June 17, June 24, July 1, July 8, July 15, July 22, July 29, August 19, September 2 and September 9, 2018.

**Relaxation of Open Container Ordinance Request:**

Deadwood Street between Main Street and Pioneer Way, and Motor Lodge Parking Lot on the following Sundays: June 17, June 24, July 1, July 8, July 15, July 22, July 29, August 19, September 2 and September 9, 2018.

Dated this 2nd day of April, 2018.

CITY OF DEADWOOD

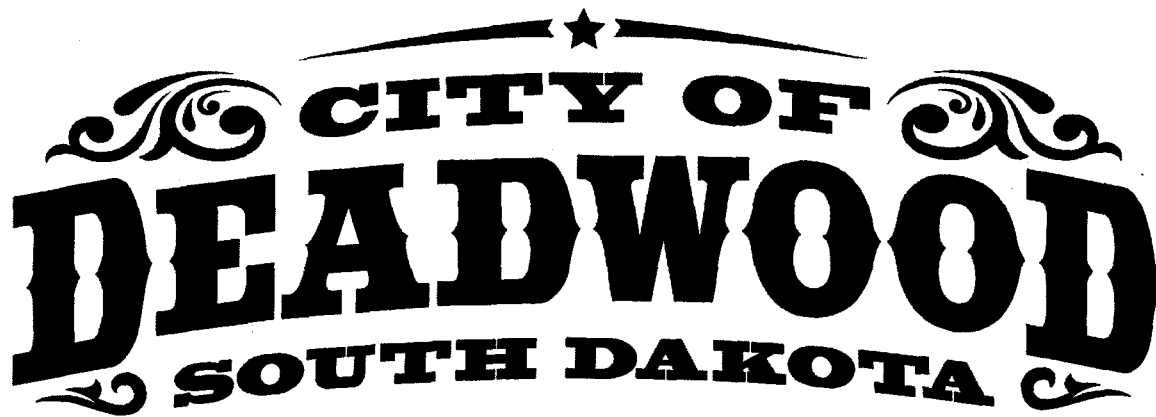


Mary Jo Nelson, Finance Officer

Please publish B.H. Pioneer: April 5, 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**

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SUNDAY EVENT SERIES - 2018

**Instructions:**

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

## EVENT INFORMATION

### Type of Event:

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

Event Title: DEADWOOD'S SUNDAY EVENT SERIES

Event Date(s): SEE ATTACHED Total Anticipated Attendance: \_\_\_\_\_  
(month, day, year)

(# of Participants \_\_\_\_\_ # of Spectators \_\_\_\_\_)

Actual Event Hours: (from): 2 AM / (PM) (to): 6 AM / (PM)

Location / Staging Area: FRANKLIN MOTOR LODGE PARKING LOT

Set up/assembly/construction Date: 6-17-18 Start Time: 2 AM / (PM)

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

SET UP STAGE

Dismantle Date: 9-9-18 Completion time: 6 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:

DEADWOOD 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.

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

- ☐ Commercial (for profit) ☒ Noncommercial (nonprofit)

Sponsoring Organization: THE DEADWOOD CHAMBER

Chief Officer of Organization (NAME): LEE HARSTED

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

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

Daytime phone: (605) 578-1876 Evening Phone: (605) 863 249 Fax #: (605) 578-2429

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

**Overview:**

For 10 Sundays beginning June 17, Main Street in Deadwood will play host to an entertainment series, with live music performed in the Franklin Motor Lodge Parking Lot.

Street Closure: Deadwood Street from 14A to Main. If the crowds did not support the need for closing the street after the first couple of concerts, we could change it to leave it open.

Request open container during the dates submitted - 2-6pm in Zone 1.

**Event Dates and Times:**

June 17, June 24, July 1, July 8, July 15, July 22, July 29 (August 5 & 12 out due to Rally) August 19 (August 26 out due to Kool Deadwood Nites) September 2 and September 9. Live entertainment would begin at 2 p.m. each Sunday with a local musician/band. At 3 p.m., a regional band would take the stage. They would play for 90 minutes, take a break, and continue until just before 6 p.m. when music would end. Stage would begin tearing down at 6 p.m.

**Partners:**

BID 8

Silverado-Franklin

Main Street Initiative

Deadwood Chamber of Commerce

Annie Creek Productions, which hosts the night events in Spearfish, Belle Fourche and Rapid City, would handle the staging, sound and booking of the bands, and take care of all set up and tear down daily. The stage would be set up on the Highway 14A side of the Franklin Motor Lodge Parking Lot

4-16-18  
8B

**NOTICE OF PUBLIC HEARING  
FOR 3 WHEELER MOTORCYCLE RALLY 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 April 16, 2018 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

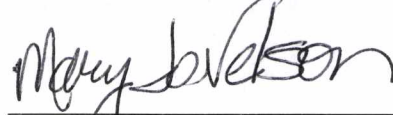
**Special Full Temporary Liquor License for Cheyenne Crossing:**

Tuesday July 10, Wednesday July 11, Thursday July 12, Friday July 13 and Saturday July 14, 2018 at the Event Complex from 2:00 p.m. to 10:00 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 2nd day of April, 2018.

CITY OF DEADWOOD



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Mary Jo Nelson, Finance Officer

Please publish: B.H. Pioneer, April 5, 2018

For any public notice that is published one time:

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



Re: Request from City Deadwood Commission for Open Container

For: 4<sup>th</sup> Annual Deadwood 3 Wheeler Rally at Deadwood Event Complex

Organized by: First Gold Resort & Gaming, 270 Main, Deadwood

Open Container Dates Requested for the following dates:

- Tuesday July 10, 2018
- Wednesday July 11, 2018
- Thursday, July 12, 2018
- Friday, July 13, 2018
- Saturday, July 14, 2018

D3WR/First Gold will not be selling alcohol. Alcohol sales will be done through the city contracted concessionaire.

Respectfully submitted January 11, 2018

Terry Sankey, First Gold

605-717-7172

4-16-18  
8C

**NOTICE OF PUBLIC HEARING  
FOR NORTHERN HILLS COMMUNITY BAND CONCERT**

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 April 16, 2018, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**Street Closure Request and Use of Public Property:**

Thursday, July 26, 2018

- Main Street from Pine to Deadwood Street for Northern Hills Community Band performances for the Days of 76 Concert from 6:15 p.m. to 7:45 p.m.

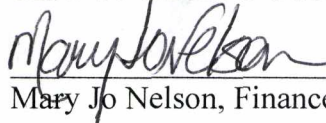
Saturday, July 28, 2018

- Use of portico by History Interpretive Center for Northern Hills Community Band performances for the Days of 76 Concert beginning at 12:00 p.m.

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

Dated this 2nd day of April, 2018.

CITY OF DEADWOOD

  
\_\_\_\_\_  
Mary Jo Nelson, Finance Officer

Publish BH Pioneer: April 5, 2018

For any public notice that is published one time:

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

3/26/2018

To: City of Deadwood


From: Northern Hills Community Band

Subject: Street Closure

The Northern Hills Community Band requests permission to close Main Street from Pine Street to Deadwood Street on July 26th from 6:15 PM to 7:45 PM. This will be for the annual Days of 76 concert.

We are also requesting permission to play a march concert in the breezeway of the interpretive center on July 28<sup>th</sup> from 12:00 noon to 1:00 PM.

Thank you for your consideration in these matters.

  
Jerry Pontius  
578-1852

4-16-18  
8D

**NOTICE OF PUBLIC HEARING  
FOR PBR TOURING PRO 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 April 16, 2018 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**Relaxation of Open Container:**

Thursday, June 7, Friday, June 8, and Saturday June, 9, 2018: Relaxation of Open Container Ordinance at the Event Complex from 12:00 p.m. to 10:00 p.m.

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

Dated this 2nd day of April, 2018.

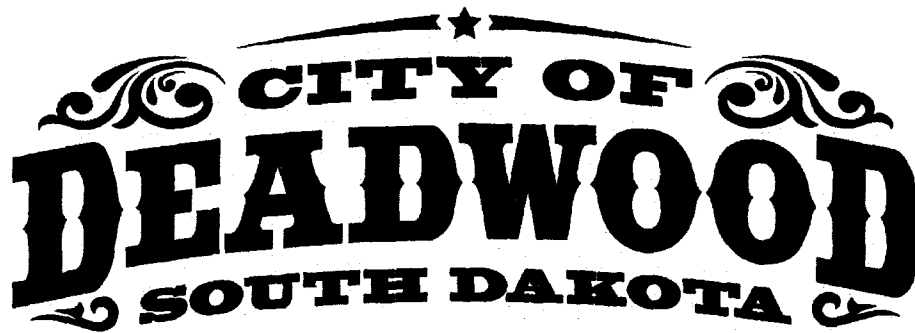
CITY OF DEADWOOD

\_\_\_\_\_  
Mary Jo Nelson, Finance Officer

Publish: B.H. Pioneer: April 5, 2018

For any public notice that is published one time:

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



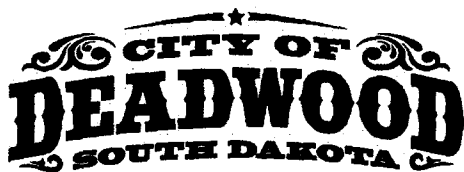
## Event Complex Rental and Use Agreement

Event: Deadwood PBR Touring Pro

Date: June 8-9, 2018

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

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



Outdoor Event Complex  
Deadwood, SD 57732

## Deadwood Event Complex Rental and Use Agreement

Event Name: Deadwood PBR Touring Pro

**Contact Information:**

Name of Applicant: Adam Libby

Business/Organization: Libby Productions LLC

Mailing Address: PO Box 2343

City, State Zip: Eureka, MT 59917

Business Phone: 701-300-2918 Cell Phone: same

Email Address: alibbyproductions@gmail.com

**Dates Event Complex requested:**

Set up Date(s): June 6, 2018 Hour(s): 8:00 am

Event Date(s): June 8th and 9th 2018 Hour(s): 7:00-9:00 pm

Clean-up Date(s): June 10th 2018 Hour(s): 8:00 am

Approximate number of people who will attend: 4000

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: Deadwood PBR Touring Pro

## 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: Desiree Libby Title: Administrator  
Phone: 406-291-2253 Representing: Libby Productions

Name: Fritz Carson Title: Owner  
Phone: 605-210-1780 Representing: Badlands Security

Name: Roy Goben Title: Director of Ground Ambulance  
Phone: 605-717-6326 Representing: LDRH

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

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
<b>Private</b>	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
<b>Non Profit</b>	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
<b>For Profit</b>	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
	\$500 / Day	\$500 / Day	\$300 / Day
<b>Government Agencies</b>	No charge	No charge	No charge

**Rental Fees subject to change.**

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

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

*Please read the Use Guidelines for cancellation and reservation policies.*

## Fees

## Refundable Deposits

Event Complex Facilities \$ \_\_\_\_\_ Key Deposit \$ \_\_\_\_\_  
 Parking Lots \$ \_\_\_\_\_ Cleaning/Damage Deposit \$ \_\_\_\_\_  
 Baseball Fields \$ \_\_\_\_\_  
**Total Fees** \$ \_\_\_\_\_ **Total Deposits** \$ \_\_\_\_\_

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

Organization: Libby Productions LLC

Name: Adam Libby

Title: Owner

Signature: Adam Libby

Date: 12/26/2017

## For Office Use Only:

Date Fees Received: \_\_\_\_\_ Total(s): \_\_\_\_\_

City Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

4-16-18  
8E

**NOTICE OF PUBLIC HEARING  
MUSTANG RALLY  
STREET CLOSURE**

**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 April 16, 2018, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

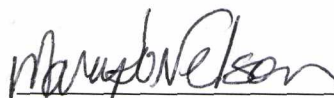
**Street Closure Request:**

Main Street closed from Wall to Deadwood Street from 10:00 a.m. to 1:00 p.m. on Thursday August 30, 2018.

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

Dated this 2nd day of April 2018.

CITY OF DEADWOOD

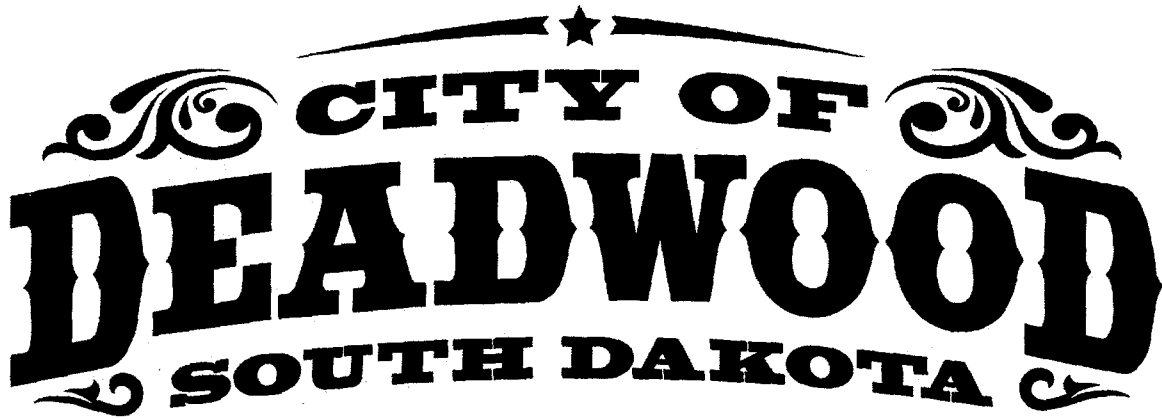


Mary Jo Nelson, Finance Officer

Publish B.H. Pioneer: April 5, 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**

MUSTANG RALLY STREET CLOSURE 8-30-18

**Instructions:**

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

## EVENT INFORMATION

### Type of Event:

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

Event Title: MUSTANG RALLY

Event Date(s): 8-30-18 Total Anticipated Attendance: 200  
(month, day, year)

(# of Participants \_\_\_\_\_ # of Spectators \_\_\_\_\_)

Actual Event Hours: (from): 10 AM / PM (to): 1 pm AM / PM

Location / Staging Area: WALL - DEADWOOD ST

Set up/assembly/construction Date: 8-30-18 Start Time: 10 AM / PM

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

Dismantle Date: 8-30-18 Completion time: 1 AM PM

List any street(s) requiring closure as a result of this event. Include street name(s), day, date and time of closing and time of re-opening:

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

## APPLICANT AND SPONSORING ORGANIZATION INFORMATION

☐ Commercial (for profit)

☐ Noncommercial (nonprofit)

Sponsoring Organization: THE MUSTANG RALLY

Chief Officer of Organization (NAME): FRANK LAWTON

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

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

Daytime phone: (605) 863-1249 Evening Phone: (605) 863-1249 Fax #: (605) 578 2429

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

Name: FRANK LAWTON / MUSTANG RALLY

Address: \_\_\_\_\_  
(city) (state) (zip code)

Contact person "on site" day of event or facility use FRANK LAWTON Pager/Cell #: 393-7865  
**(Note:** This person must be in attendance for the duration of the event and immediately available to city officials)

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

### FEES / PROCEEDS / REPORTING

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

### OVERALL EVENT DESCRIPTION: ROUTE MAP / SITE DIAGRAM / SANITATION

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

STREET CLOSURE THURSDAY AUG 30<sup>th</sup>

WALL - DEADWOOD 10A - 1pm

PARKED MUSTANGS

4-16-18  
8F

**NOTICE OF PUBLIC HEARING  
MUSTANG MONDAY**

NOTICE IS HEREBY GIVEN THAT the City Commission within and for the City of Deadwood, South Dakota, at a regular meeting to be held April 16, 2018 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**Exception to User Fees Ordinance – Event Complex**

To grant exception to user fee ordinance to waive user fees on public property at Event Complex Monday, August 27 and Tuesday, August 28, 2018.

**Relaxation of Open Container:**

Monday August 27, 2018: Relaxation of Open Container Ordinance at the Event Complex from 3:00 p.m. to 10:00 p.m.

**Special Full Temporary Liquor License**

Monday, August 27, 2018 for Deadwood Chamber.

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

Dated this 2nd day of April, 2018.

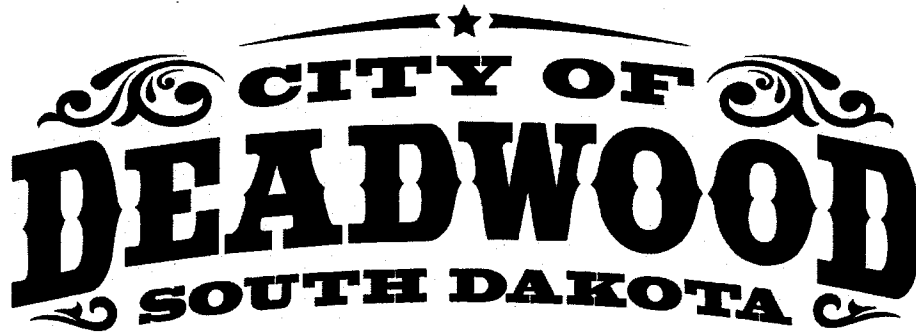
CITY OF DEADWOOD

  
\_\_\_\_\_  
Mary Jo Nelson, Finance Officer

Publish B.H. Pioneer: April 5, 2018

For any public notice that is published one time:

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



## Event Complex Rental and Use Agreement

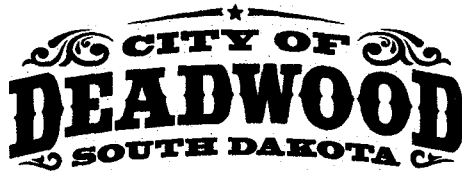
Event: DEADWOOD'S MUSTANG MONDAY

Date: 8-27-18

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

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





Outdoor Event Complex  
Deadwood, SD 57732

## Deadwood Event Complex Rental and Use Agreement

Event Name: DEADWOOD'S MUSTANG MONDAY

**Contact Information:**

Name of Applicant: SARAH ANDERSON

Business/Organization: THE DEADWOOD CHAMBER

Mailing Address: 501 MAIN ST

City, State Zip: DEADWOOD, SD 57732

Business Phone: 605-578-1876 Cell Phone: 605-863-1249

Email Address: sarah@deadwood.org

**Dates Event Complex requested:**

Set up Date(s): 8-27-18 Hour(s): 5AM - 2AM

Event Date(s): 8-27-18 Hour(s): 5PM - 10PM

Clean-up Date(s): 8-28-18 Hour(s): 8AM - NOON

Approximate number of people who will attend: TBA

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 #

# Deadwood Event Complex Rental and Use Agreement

Event Name: DEADWOOD'S MUSTANG MONDAY

## Compliance with Deadwood City Ordinances:

Please review the City of Deadwood Ordinances located on the City of Deadwood website:  
[www.cityofdeadwood.com](http://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: LEE HARSTED

Title: DEADWOOD CHAMBER DIRECTOR

Phone: 605-578-1876

Representing: THE DEADWOOD CHAMBER

Name: FRITZ CARLSON

Title: OWNER

Phone: 605-210-1750

Representing: BADLANDS SECURITY

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Representing: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Representing: \_\_\_\_\_

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 \$ 500 Key Deposit \$ 100<sup>00</sup>  
 Parking Lots \$ 150 Cleaning/Damage Deposit \$ 1,000<sup>00</sup>  
 Baseball Fields \$ 0  
 Total Fees \$ 650 Total Deposits \$ 1100

REQUEST  
TO WAIVE FEES

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

Organization: THE DEADWOOD CHAMBER OF COMMERCE  
 Name: SARAH ANDERSON Title: EVENT COORDINATOR  
 Signature: [Signature] Date: 3-19-18

## For Office Use Only:

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

4-16-18  
8G

**NOTICE OF PUBLIC HEARING  
ROPE FOR THE GOLD 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 April 16, 2018 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

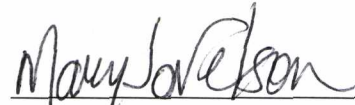
**Exception to User Fees Ordinance - Rodeo Grounds**

To grant exception to user fees ordinance to waive user fees on public property for Rope for the Gold Event at Event Complex on Thursday, June 14 through Monday, June 18, 2018.

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

Dated this 2nd day of April, 2018.

CITY OF DEADWOOD

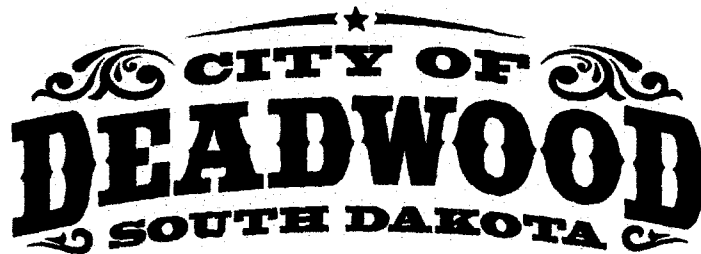


Mary Jo Nelson, Finance Officer

Please publish: B.H. Pioneer, April 5, 2018

For any public notice that is published one time:

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



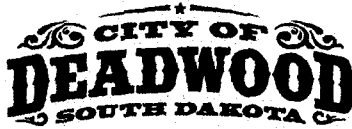
## Event Complex Rental and Use Agreement

Event: Rope for the Gold

Date: June 15, 16 & 17, 2018

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: "Rope for the Gold"

**Contact Information:**

Name of Applicant: Doug Krantz / Lynn Odland

Business/Organization: Krantz Arena

Mailing Address: 1501 W. Spruce

City, State Zip: Mitchell, SD 57301

Business Phone: 605-996-7800 Cell Phone: 605-999-2334

Email Address: dkrantz@plain-commerce.com

**Dates Event Complex requested:**

Set up Date(s): June 14, 2018 Hour(s): 8-6

Event Date(s): June 15, 16 & 17 2018 Hour(s): 8-6

Clean-up Date(s): June 18 2018 Hour(s): 8- Noon

Approximate number of people who will attend: 500

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: Rope for the Gold

### Compliance with Deadwood City Ordinances:

Please review the City of Deadwood Ordinances located on the City of Deadwood website:  
[www.cityofdeadwood.com](http://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: Doug Krantz Title: Producer  
Phone: 605-999-2334 Representing: Krantz Arena

Name: Lynn Odland Title: \_\_\_\_\_  
Phone: 605-999-7111 Representing: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

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 \$ \_\_\_\_\_

Baseball Fields \$ \_\_\_\_\_

**Total Fees** \$ \_\_\_\_\_ **Total Deposits** \$ \_\_\_\_\_

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

**Organization:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**For Office Use Only:**

**Date Fees Received** \_\_\_\_\_ **Total(s):** \_\_\_\_\_

**City Representative:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



4-16-18  
8H

**NOTICE OF PUBLIC HEARING  
FOR WAGON TRAIN**

NOTICE IS HEREBY GIVEN THAT the City Commission within and for the City of Deadwood, South Dakota, at a regular meeting to be held April 16, 2018 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

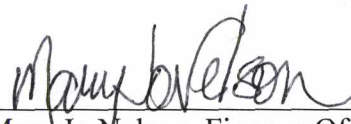
**Exception to User Fees Ordinance – Event Complex**

To grant exception to user fee ordinance to waive user fees on public property at Event Complex August 18 and August 19, 2018.

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

Dated this 2nd day of April, 2018.

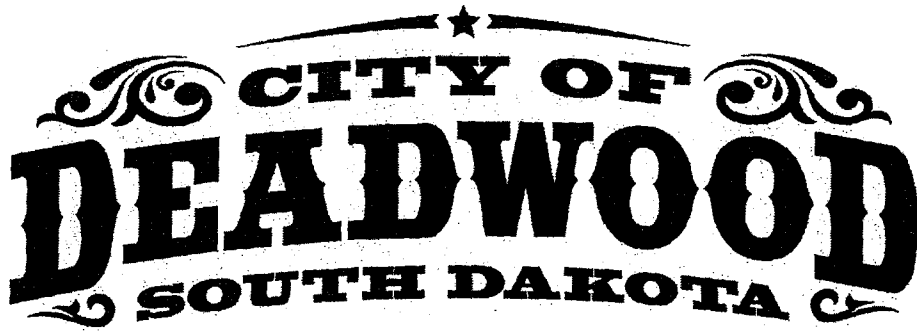
CITY OF DEADWOOD

  
\_\_\_\_\_  
Mary Jo Nelson, Finance Officer

Publish B.H. Pioneer: April 5, 2018

For any public notice that is published one time:

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

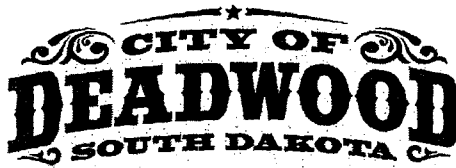


## Event Complex Rental and Use Agreement

Event: Cheyenne to Deadwood Wagon Train  
Date: 8/18/18 + TRAIL Ride

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: Cheyenne to Deadwood Wagon Train & Trail Ride  
Black Hills Routes

Contact Information:

Name of Applicant:

Days of 76 Museum

Business/Organization:

Mailing Address:

P.O. Box 140

City, State Zip:

Deadwood, S.D. 57732

Business Phone:

605-920-1447

Cell Phone:

605-920-1447

Email Address:

jonbarbbh@yahoo.com

Dates Event Complex requested:

Set up Date(s):

8/18/18

Hour(s):

Event Date(s):

8/18/18

Hour(s):

Clean-up Date(s):

8/19/18

Hour(s):

Approximate number of people who will attend:

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: Cheyenne to Deadwood Wagon Train + Trail Ride

### Compliance with Deadwood City Ordinances:

Please review the City of Deadwood Ordinances located on the City of Deadwood website:  
[www.cityofdeadwood.com](http://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: Allen Loken Title: \_\_\_\_\_  
Phone: 605-645-4444 Representing: \_\_\_\_\_

Name: Jon Mattson Title: Pres. - Days of '76  
Phone: 605-920-1447 Representing: Museum

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

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
<b>Private</b>	\$35 / Hr.	\$25 / Hr.	\$25 / Hr.
	\$300 / Day	\$200 / Day	\$100 / Day
<b>Non Profit</b>	\$30 / Hr.	\$25 / Hr.	No charge
	\$250 / Day	\$150 / Day	No charge
<b>For Profit</b>	\$75 / Hr.	\$65 / Hr.	\$35 / Hr.
	\$500 / Day	\$500 / Day	\$300 / Day
<b>Government Agencies</b>	No charge	No charge	No charge

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**

*Requesting Waiver of Fees*

**Refundable Deposits**

Event Complex Facilities \$ \_\_\_\_\_ Key Deposit \$ \_\_\_\_\_

Parking Lots \$ 150<sup>00</sup> Cleaning/Damage Deposit \$ \_\_\_\_\_

Baseball Fields \$ \_\_\_\_\_

**Total Fees** \$ 150<sup>00</sup> **Total Deposits** \$ \_\_\_\_\_

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

Organization: Days 15 76 Museum

Name: Jon M. Atkinson Title: Pres.

Signature: [Signature] Date: 2/21/18

**For Office Use Only:**

Date Fees Received: \_\_\_\_\_ Total(s): \_\_\_\_\_

City Representative: \_\_\_\_\_ Title: \_\_\_\_\_

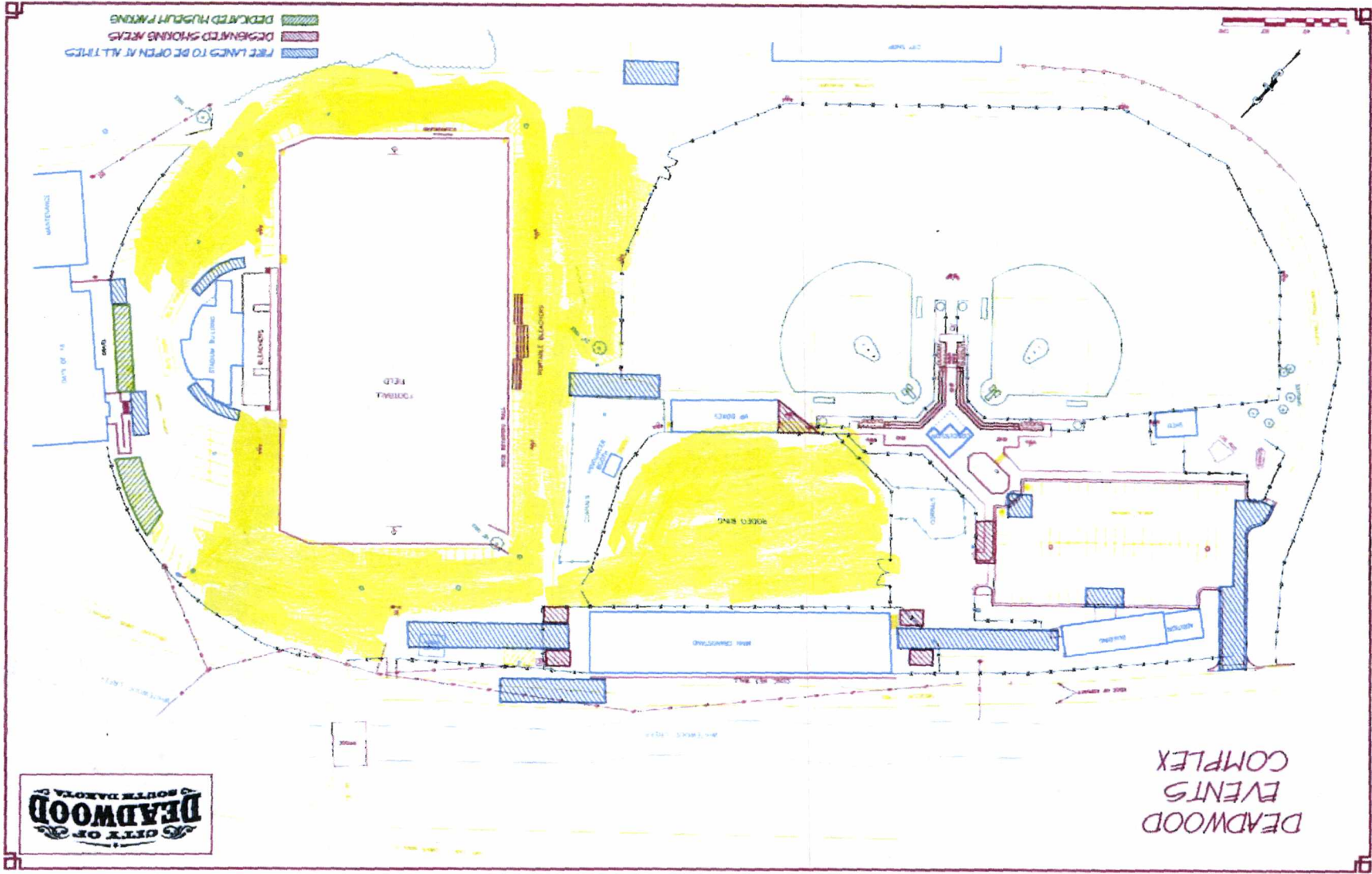
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Parking Plan

Cheyenne to Deadwood Wagon Train &  
Trail Ride August 18, 2018

We are requesting use of the yellow shaded Areas for parking horse trailers, campers, pickups & small trucks & pickups. Parking will begin in the morning with participants parking their vehicles. Participants will travel by busses back to the start of the August 18 Ride. The Ride will end at the event complex at approximately 2:00 - 3:00 o'clock when a majority of the vehicles will leave the Area. Some may remain overnight. We will also be using the Days of 76 Campground Area where some ~~will~~ will park. It is anticipated that 20 to 30 vehicles may park in the event complex.

Parking Area Requested





4-16-18  
81

**NOTICE OF PUBLIC HEARING  
FOR NAJA SHRINERS PERFORMANCES**

**NOTICE IS HEREBY GIVEN** that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held on April 16, 2018, in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**Exception to User Fees Ordinance - Rodeo Grounds**

To grant exception to user fees ordinance to waive user fees on public property for NAJA Shrine Circus on Saturday, June 30, 2018.

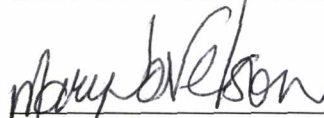
**Exception to Vendor Ordinance**

To grant exception to the vending ordinance, and allow vending on public property for NAJA Shrine Circus at Event Complex on Saturday, June 30, 2018.

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

Dated this 2nd day of April, 2018.

CITY OF DEADWOOD

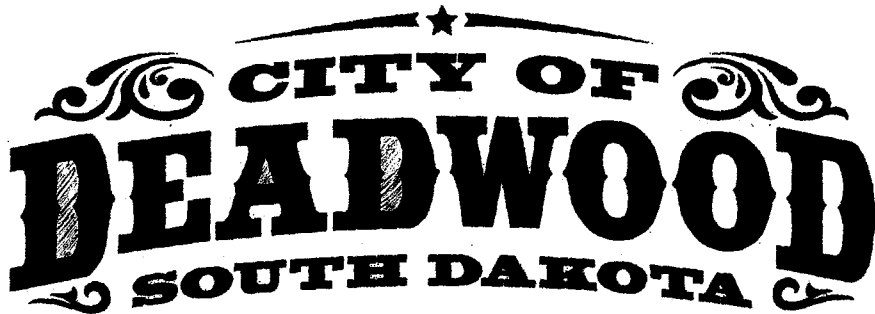
  
\_\_\_\_\_  
Mary Jo Nelson, Finance Officer

Publish BH Pioneer: April 5, 2018

For any public notice that is published one time:

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





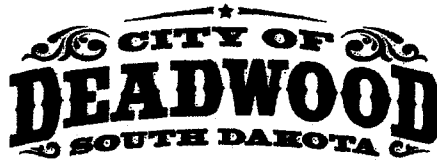
## Event Complex Rental and Use Agreement

Event: Naja Shrine Circus 2018

Date: 06/30/2018

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: Naja Shrine Circus

**Contact Information:**

Name of Applicant: Jeff Schroeder

Business/Organization: Naja Shriners

Mailing Address: 4091 Sturgis Road

City, State Zip: Rapid City, SD 57702

Business Phone: 605-342-3402 Cell Phone: \_\_\_\_\_

Email Address: finance@najashriners.com

**Dates Event Complex requested:**

Set up Date(s): 06-29-2018 Hour(s): \_\_\_\_\_

Event Date(s): 06-30-2018 Hour(s): \_\_\_\_\_

Clean-up Date(s): 06-30-2018 Hour(s): \_\_\_\_\_

Approximate number of people who will attend: 2000

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

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

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

## Deadwood Event Complex Rental and Use Agreement

Event Name: \_\_\_\_\_

### Compliance with Deadwood City Ordinances:

Please review the City of Deadwood Ordinances located on the City of Deadwood website:  
[www.cityofdeadwood.com](http://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: Kip Wagner Title: Circus Board  
Phone: 605-206-0393 Representing: Naja

Name: David Ruth Jr Title: Circus Board  
Phone: 605-920-1192 Representing: Naja

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

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 \$ 100.00  
 Parking Lots \$ \_\_\_\_\_ Cleaning/Damage Deposit \$ 500.00  
 Baseball Fields \$ \_\_\_\_\_  
 Total Fees \$ \_\_\_\_\_ Total Deposits \$ 600.00

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

Organization: Naja Shriners

Name: Jeff Schroeder

Title: Circus Chairman

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## For Office Use Only:

Date Fees Received \_\_\_\_\_

Total(s): \_\_\_\_\_

City Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

4-16-18  
85

## NOTICE OF PUBLIC HEARING

### **SPECIAL RETAIL (ON-SALE) MALT BEVERAGE LICENSE, SPECIAL FULL TEMPORARY LIQUOR LICENSE, STREET CLOSURE, WAIVER OF VENDOR, USER FEE FOR DAYS OF '76 EVENTS**

NOTICE IS HEREBY GIVEN THAT the City Commission within and for the City of Deadwood, South Dakota, at a regular meeting to be held April 16, 2018 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

#### **Relaxation of Open Container:**

Saturday July 21, Sunday July 22 and Monday July 23, Tuesday, July 24, Wednesday, July 25, Thursday, July 26, Friday July 27, and Saturday, July 28, 2018 at the Event Complex.

#### **Special Full Temporary Liquor License:**

Tuesday July 24, Wednesday July 25, Thursday July 26, Friday July 27 and Saturday July 28, 2018 at the Event Complex.

#### **Street Closure:**

For Days of '76 Parade - July 27 and 28, 2018. Closure of Main Street from Masonic Temple to Tin Lizzies Gaming Resort and a portion of 14A from Tin Lizzies Gaming Resort to rodeo grounds, from 1:00 p.m. until parade ends on July 27, 2018 and from 9:30 a.m. until parade ends on July 28, 2018.

#### **Exception to User Fees Ordinance – Event Complex**

To grant exception to user fees ordinance to waive user fees on public property at Event Complex Wednesday, July 18 through Wednesday, August 1, 2018.

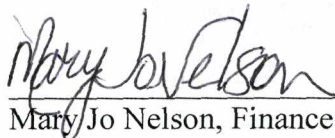
#### **Exception to Vendor Ordinance:**

To grant exception and waive fees for the ordinances pursuant to the following City Codes: 5.28.080-vending, 5.28.030-vending on public property at Event Complex on July 24 through July 28, 2018.

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

Dated this 2nd day of April, 2018.

CITY OF DEADWOOD

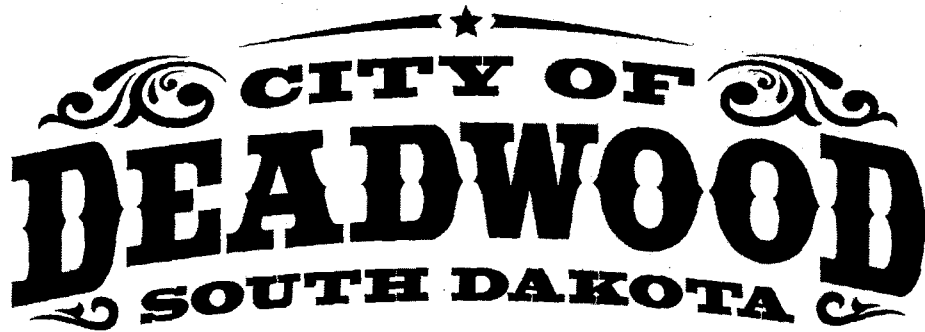
  
Mary Jo Nelson, Finance Officer

Publish B.H. Pioneer: April 5, 2018

For any public notice that is published one time:

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

RECEIVED MAR 22 2018



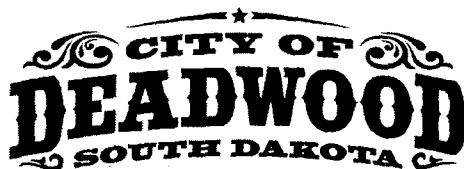
## Event Complex Rental and Use Agreement

Event: Days of '76

Date: \_\_\_\_\_

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: Days of '76

**Contact Information:**

Name of Applicant: Same

Business/Organization: Same

Mailing Address: PO Box 391

City, State Zip: Deadwood, SD 57732

Business Phone: 605-920-1116

Cell Phone: \_\_\_\_\_

Email Address: chris.roberts@firstwesterninsurance.com

**Dates Event Complex requested:**

Set up Date(s): 7/18/18 - 7/23/18 Hour(s): \_\_\_\_\_

Event Date(s): 7/24/18 - 7/28/18 Hour(s): All Day

Clean-up Date(s): 7/29/18 - 8/1/18 Hour(s): \_\_\_\_\_

Approximate number of people who will attend: \_\_\_\_\_

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: Days of '76

## Compliance with Deadwood City Ordinances:

Please review the City of Deadwood Ordinances located on the City of Deadwood website: [www.cityofdeadwood.com](http://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: JOE PETERSON Title: PRESIDENT

Phone: 578-3853 Representing: \_\_\_\_\_

Name: PAT ROBERTS Title: \_\_\_\_\_

Phone: 920-1127 Representing: \_\_\_\_\_

Name: GREG NELSON Title: \_\_\_\_\_

Phone: 580-1263 Representing: \_\_\_\_\_

Name: TED THOMPSON Title: \_\_\_\_\_

Phone: 641-2000 Representing: \_\_\_\_\_

Name: FRITZ CARLSON Title: \_\_\_\_\_

Phone: 210-1780 Representing: SECURITY

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 – REQUESTING WAIVER**

**Refundable Deposits**

Event Complex Facilities	\$ _____	Key Deposit	\$ <u>100.00</u>
Parking Lots	\$ _____	Cleaning/Damage Deposit	\$ <u>1,000.00</u>
Baseball Fields	\$ _____		
<b>Total Fees</b>	<b>\$ _____</b>	<b>Total Deposits</b>	<b>\$ <u>1,100.00</u></b>

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

Organization: Days of '76

Name: Chris Roberts

Title: Member

Signature: 

Date: 3/22/18

**For Office Use Only:**

Date Fees Received \_\_\_\_\_ Total(s): \_\_\_\_\_

City Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

RECEIVED MAR 22 2010

# City of Deadwood

## Special Event Permit Application and Facility Use Agreement for

DAYS OF '76 PARADE



### 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 ☐ Rodeo Ground Use ☐ Pavilion Use  
☐ Other (specify) \_\_\_\_\_

Event Title: DAYS OF '76 PARADE

Event Date(s): JULY 27 & 28 Total Anticipated Attendance: \_\_\_\_\_  
(month, day, year)

(# of Participants \_\_\_\_\_ # of Spectators \_\_\_\_\_)

Actual Event Hours: (from): \_\_\_\_\_ AM / PM (to): \_\_\_\_\_ AM / PM

Location / Staging Area: DAYS OF '76 RODEO GROUNDS

Set up/assembly/construction Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ AM / PM

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

\_\_\_\_\_  
\_\_\_\_\_

Dismantle Date: \_\_\_\_\_ Completion time: \_\_\_\_\_ 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:

SEE STREET CLOSURE MAP - PARADE ROUTE PROVIDED

- ☐ Commercial (for profit)  
☒ Noncommercial (nonprofit)

Sponsoring Organization: DAYS OF '76

Chief Officer of Organization (NAME): \_\_\_\_\_

Applicant (NAME): CHRIS ROBERTS Business Phone: ( 605 ) 920-1116

Address: PO BOX 391 DEADWOOD SD 57732  
(city) (state) (zip code)

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

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
(city) (state) (zip code)

Contact person "on site" day of event or facility use \_\_\_\_\_ Pager/Cell #: \_\_\_\_\_

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

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

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, non profit 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:

PARADE WILL FORM AT THE RODEO GROUNDS AND ENTER  
HIGHWAY 14A/85 TO DOWNTOWN MAIN ST. PARADE WILL  
TRAVEL UP MAIN ST, LEFT ON PINE ST AND ANOTHER LEFT ON  
SHERMAN ST. THE PARADE WILL TRAVEL NORTH TO HWY 14A/85  
AND PROCEED BACK TO THE RODEO GROUNDS.

4-16-18  
812

**NOTICE OF PUBLIC HEARING  
FOR DAYS OF 76 – STEER ROPING 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 April 16, 2018 in the Commission Room at 102 Sherman Street, Deadwood, South Dakota, will be at 5:00 p.m. or soon thereafter as the matter may be heard, will consider the following requests:

**Exception to User Fees Ordinance - Rodeo Grounds**

To grant exception to user fees ordinance to waive user fees on public property for Days of 76 Steer Roping Event at Event Complex on August 19 through August 21, 2018.

**Exception to Vending Ordinance**

To grant exception to the vending ordinance, and allow vending on public property for Days of 76 Steer Roping Event at Event Complex on August 19 through August 21, 2018.

**Relaxation of Open Container:**

Saturday August 18, Sunday August 19, Monday, August 20, and Tuesday, August 21, 2018 at the Event Complex.

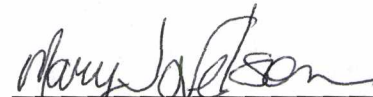
**Special Full Temporary Liquor License:**

Sunday, August 19, Monday, August 20, and Tuesday, August 21, 2018 at the Event Complex.

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

Dated this 2nd day of April, 2018.

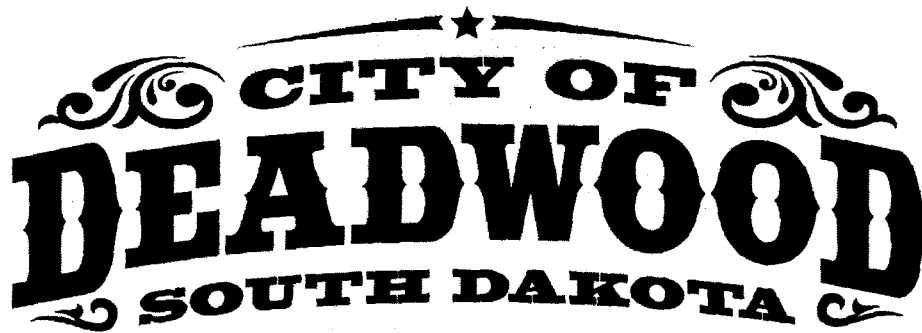
CITY OF DEADWOOD

  
\_\_\_\_\_  
Mary Jo Nelson, Finance Officer

Please publish: B.H. Pioneer, April 5, 2018

For any public notice that is published one time:

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



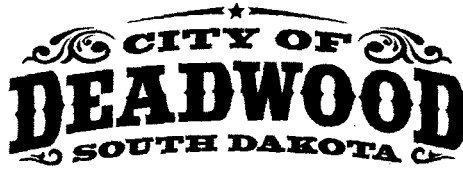
## Event Complex Rental and Use Agreement

Event: Days of '76 Steer Roping

Date: \_\_\_\_\_

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: Days of '76 Steer Roping

**Contact Information:**

Name of Applicant: Chris Roberts

Business/Organization: Days of '76

Mailing Address: PO Box 391

City, State Zip: Deadwood, SD 57732

Business Phone: 605-920-1116

Cell Phone: \_\_\_\_\_

Email Address: chris.roberts@firstwesterninsurance.com

**Dates Event Complex requested:**

Set up Date(s): 8/19/18 Hour(s): \_\_\_\_\_

Event Date(s): 8/19/18 - 8/21/18 Hour(s): 8:00am - 5:00pm

Clean-up Date(s): 8/21/18 Hour(s): \_\_\_\_\_

Approximate number of people who will attend: 300

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: Days of '76 Steer Roping

## Compliance with Deadwood City Ordinances:

Please review the City of Deadwood Ordinances located on the City of Deadwood website: [www.cityofdeadwood.com](http://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: Joe Peterson Title: President  
Phone: 578-3853 Representing: \_\_\_\_\_

Name: Ted Thompson Title: \_\_\_\_\_  
Phone: 641-2000 Representing: \_\_\_\_\_

Name: Greg Nelson Title: \_\_\_\_\_  
Phone: 580-1263 Representing: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Representing: \_\_\_\_\_

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      \$ 100.00

Parking Lots \$ \_\_\_\_\_ Cleaning/Damage Deposit \$ 1,000.00

Baseball Fields \$\_\_\_\_\_

**Total Fees** \$ \_\_\_\_\_ **Total Deposits** \$ 1,100.00

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

**Organization:** Day's of '76

Name: Chris Roberts

**Title: Member**

**Signature:**

Date:

**For Office Use Only:**

Date Fees Received

**Total(s):**

**City Representative:**

**Title:**

**Signature:**

Date:

4-1-18  
10A

**ORDINANCE NO. 1272  
AN ORDINANCE CREATING  
BUSINESS IMPROVEMENT DISTRICT NO. 8 OF THE  
CITY OF DEADWOOD, SOUTH DAKOTA**

**BE IT ORDAINED** by the City of Deadwood, South Dakota

**SECTION 1:** Pursuant to SDCL 9-55 Business Improvement District No. 8 of the City of Deadwood, South Dakota, is hereby created.

**SECTION 2:** Business Improvement District No. 8 shall have the following boundaries:

Cadillac Jack's/Doubletree	360 Main Street
By Hilton	
Deadwood Mountain Grand/	1906 Deadwood Mountain
Holiday Inn Resort	Drive
Deadwood Station	68 Main Street
First Gold Hotel	270 Main Street
Gold Country Inn	801 Main Street
Holiday Inn Express	22 Lee Street
Hotel by Gold Dust	23 Lee Street
The Lodge at Deadwood	100 Pine Crest Lane
Silverado Franklin	709 Main Street
SpringHill Suites by Marriott	322 Main Street
Tru Hotel by Hilton	372 Main Street
Tin Lizzie's Hampton Inn	555 Main Street
Travelodge Inn and Suites	250 Main Street

Any lodging establishments not listed but can become a part of this district and included in boundaries by petition and approval of City Commission, but excluding any bed and breakfast establishments:

**SECTION 3:** A Resolution of Intent 2018-09, for the continuation of this district, was approved on the 20<sup>th</sup> day of February, 2018, and adopted after the public hearing on the 2nd day of April, 2018.

**SECTION 4:** Business Improvement District No. 8 is created for the purpose of funding a portion or all of the following future proposed public

facilities, improvements and activities along with costs of acquisition, construction, maintenance, operation and repair of such improvements, facilities or activities:

Projected revenue of \$300,000.00, designated for purposes as set forth by SDCL 9-55, which may include support of revitalization efforts on Main Street such as Main Street Plaza or its operation, new events or expansion of known successful events, hiking and biking trails, pedestrian creek access and possible trail expansion, funding Deadwood Gaming Association activities, and legal and administrative expenses.

**SECTION 5:** An occupational tax in the amount of Two Dollars (\$2.00) per night shall be imposed upon transient guests based upon rooms rented by any of the above hotels, motels or lodging establishments. This occupation tax shall be fair, equitable and uniform as to class. No occupational tax may be imposed on any transient guest who has been offered a room by a lodging establishment on a complimentary basis and no fee or rent was charged for such room. This tax rate shall be subject to establishment and adjustment by the Deadwood City Commission, by resolution upon recommendation from the Board of Business Improvement District No. 8.

**SECTION 6:** The Deadwood City Finance Officer is authorized and directed, with the advice and recommendations of the Board of Business Improvement District No. 8, to determine and compute the tax in accordance with this ordinance. The occupational tax assessed pursuant to the terms of this ordinance shall be remitted by the 20<sup>th</sup> day of each month to the Deadwood City Finance Officer, with the remittance to be for the previous calendar month's tax collections. The City Finance Officer and the Board of Business Improvement District No. 8 or its designee or any person or firm contracted by the City Finance Officer and the Business Improvement District Board shall be entitled to audit the books, ledgers, or franchise reports of any

hotel, motel or lodging establishment subject to the terms of this act, including the right to inspect daily reports of such hotels and motels so as to ensure that the occupancy tax assessed by this act is being properly remitted to the City of Deadwood. The City Finance Officer shall be entitled to seek injunctive relief against any hotel, motel or lodging establishment which does not remit the proper amount of tax monies when due, which relief may be in the form of an action requiring the offending hotel or motel owner to allow entry upon their property and access to their records, computers, or books so as to verify that the hotel, motel or lodging establishment is remitting all monies it collects pursuant to this ordinance and the laws of the State of South Dakota. Each hotel, motel or lodging establishment subject to this ordinance shall keep accurate records of amounts collected from transient guests for review by the City Finance Officer or its designee, pursuant to this ordinance.

**SECTION 7:** All remittances of occupancy tax collected pursuant to this ordinance shall be due and received in the office of the City of Deadwood Finance Officer on or before the 20<sup>th</sup> day of the month following the month for which the occupancy tax remittances are due. All amounts that are not received on or before the 20<sup>th</sup> day of the month will be charged a late fee in the amount of ten percent (10%) of the total amount due. Failure to pay such tax shall also constitute a violation of this ordinance which may be punishable by a fine, not to exceed Five Hundred Dollars (\$500), to be paid to the City of Deadwood. Any unpaid balance under this ordinance shall constitute a lien upon the property owned by the business or user of space being taxed and shall become a lien against and shall run with the property and may be enforced and collected in the same manner as other unpaid real property taxes and assessments. The City of Deadwood Finance Officer shall certify all unpaid amounts or balances to the county treasurer for collection in the same

manner as general property taxes are collected. Further, the City of Deadwood shall have the ability to deny the issuance of any permits or licenses or any renewals thereof to any business or premise that fails to conform to the provisions of this ordinance, including, but not limited to, building permits, malt beverage licenses, and liquor licenses.

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

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

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

**SECTION 11:** Each hotel, motel or lodging establishment shall account for complimentary rooms which are also subject to audit by the City Finance Officer and the Board of Business Improvement District No. 8 or its designee or contractor with such records to show the basis for offering such room on a complimentary basis.

**SECTION 12:** Should any section, clause or provision of this ordinance be declared by the courts to be invalid, the same shall not affect the validity of

the ordinance as a whole or any part thereof, other than the part declared to be invalid.

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_

**SECTION 14:** This ordinance shall be effective on the 7th day of May 2018.

Dated this 2nd day of April, 2018.

CITY OF DEADWOOD

\_\_\_\_\_  
Charles M. Turbiville, Mayor

ATTEST:

\_\_\_\_\_  
Mary Jo Nelson  
City Finance Officer

First Reading: April 2, 2018  
Second Reading: April 16, 2018  
1<sup>st</sup> Publication: April 11, 2018  
2<sup>nd</sup> Publication: April 17, 2018  
Effective: May 7, 2018



## LAND USE LEASE AGREEMENT

4-16-18  
10 B

contract not signed

This lease agreement is made and entered into by and between the CITY OF DEADWOOD, a governable subdivision of the State of South Dakota, with offices located at 102 Sherman Street, Deadwood, South Dakota (hereinafter referred to as "CITY") and BAREFOOT RESORTS with a record address of 21111 Barefoot Loop, Lead, South Dakota 57754 (hereinafter referred to as "BAREFOOT").

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

1. The term of this lease shall be twelve (12) months and shall begin on January 1, 2018 and end on December 31, 2018. This lease shall be for space on land described as M.S. 774, Uncle Tom Lode, Lawrence County, South Dakota, otherwise known as the "Terry Peak turnoff", owned by City.

2. BAREFOOT agrees to pay CITY as rent the sum of Fifty-Five Dollars (\$55.00) for each sign face, sales tax exempt, per month due and payable on or before the 1st day of January, 2018 and on the first day of each month thereafter through December, 2018.

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

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

3. In the event of termination pursuant to paragraph VII. BAREFOOT must also, at its own cost, remove its billboard located at M.S. 774 Uncle Tom Lode, Lawrence County, South Dakota.

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

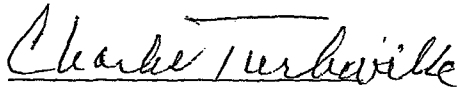
5. BAREFOOT agrees it is merely space to place a billboard and that such rent does not include protection of the billboard. BAREFOOT acknowledges and agrees that it is taking the same risk of the billboard being stolen or damaged that it would take if it placed the billboard on its own property. BAREFOOT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

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


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

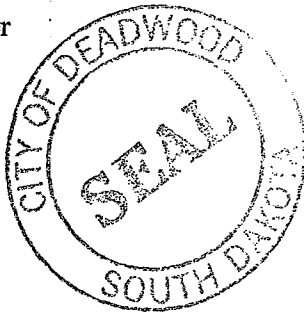
Dated this 18th day of December, 2017.

CITY OF DEADWOOD:

  
Charles Turbiville, Mayor

ATTEST:

  
Mary Jo Nelson  
Finance Officer





Dated this \_\_\_\_\_ day of December, 2017.

BAREFOOT RESORT ASSOCIATION, INC.

\_\_\_\_\_  
Mike Ryan  
General Manager

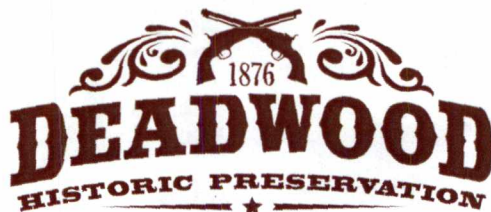
State of South Dakota                    )  
  ) SS  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned officer,  
personally appeared \_\_\_\_\_, the \_\_\_\_\_ of Barefoot Resorts and  
acknowledged that he/she executed the same for the purposes therein contained.

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

\_\_\_\_\_  
Notary  
Public

My Commission Expires: \_\_\_\_\_



4-16-18  
10C

## MEMORANDUM

**Date:** April 13, 2018  
**To:** Deadwood City Commission  
**From:** Kevin Kuchenbecker, Historic Preservation Officer  
**Re:** ArcGIS GeoEvent Server – Trolley Tracker Project

The Planning and Preservation Offices along with the Parking & Transportation Committee desire to create an on-line map in real-time for the Trolley service to better serve our visitors and to allow for better decision making and management of this asset. This is possible with ArcGIS GeoEvent Server Extension to our existing programs which would allow the City to track dynamic assets that are constantly changing location such as vehicles, trolleys, and city equipment. In addition, it will provide real-time situational awareness for coordinated field activities.

This extension will allow us to connect to a streaming data feed and show the latest information or location of these assets (i.e. Trolleys) as it occurs. GeoEvent Server includes connectors for common data streams including in-vehicle GPS devices as well as social media providers allowing not only better management but for the general public a real-time location of the trolleys.

When locations change, patterns of interest are detected, or specified criteria are met, the program can automatically and simultaneously send alerts to key personnel, update the map, append a database, and interact with other enterprise systems. Alerts can be sent across multiple channels such as e-mails, texts, and instant messages to those who need them, wherever they need them.

The first project with the GeoEvent Server will be dubbed the Trolley Tracker with both a public and private access point. The public side will allow residents and visitors to track the trolley(s) on their route via mobile and desktop devices. The private portal will allow staff to monitor activities such as if a trolley is off route or if a stop is too long or too short thus increasing the efficiency of the system.

To launch this system it will require services from both Esri as well as Ferber Engineering Company, Inc. The ArcGIS GeoEvent Server Solution package from Esri will provide a combination of software and professional services of a one-time setup cost of \$14,000.00 and an annual fee of \$5,000.00. It is also our

desire to have Ferber Engineering Company Inc. on a retainer to assist with GIS technical services at a cost not to exceed \$20,000.00. Ferber's services will also allow us to migrate to ArcGIS Pro and develop several story boards.

The Historic Preservation Commission met and reviewed the purchase and launch of the ArcGIS GeoEvent Server and recommend approval.

**Recommended Motion:** *Move to approve the purchase and launch of the ArcGIS GeoEvent Server in the amount of \$19,000.00 through Esri and the professional services with Ferber Engineering Company, Inc. for development, training and technical services on a retainer at a cost not to exceed \$20,000.00.*

*Historic Preservation's share would be \$14,000.00 under GIS and Public Education line items.*

*Parking & Transportation's share would be \$25,000.00.*



April 4<sup>th</sup>, 2018

Tom Kruzel  
Transportation and Facilities Director  
City of Deadwood  
102 Sherman St.  
Deadwood, SD 57732

RE: ArcGIS for Trolley Tracker

Tom,

Thank you for your interest in Esri and working with us to finalize the proposed plan for the Trolley Tracker solution with ArcGIS. While this project is very exciting to work with you all on, this project also exemplifies the relationship of having an Esri Business Partner that will provide the City of Deadwood with the solution needed to successfully implement the Trolley Tracker.

As the City of Deadwood moves forward with the ArcGIS Platform, it is important to build a solid foundation of technology, knowledge, and support for the system. We have considered the City of Deadwood's current GIS environment, training, and the necessary steps to offer a solution that will best support the Trolley Tracker's real-time modern GIS environment.

The ArcGIS GeoEvent Server Solution package includes a combination of software and professional services to meet these needs as you have requested. This includes the implementation of our software through a 3-day on-site support from Esri to establish the real-time connection in addition to the configuration of a public facing map and apps as we discussed in the meeting.

To best support the City of Deadwood's future project plans and backing, it is recommended by Esri to leverage our Business Partner program by inviting Ferber Engineering to assist Esri in the process and to meet the expectations of the City by the training and services they provide. Not to mention, to support personnel through "shoulder to shoulder" support through key workflows to ensure the City of Deadwood is being supported when needed. Our business partners not only support the Esri vision, but also willing to develop long term relationships as being a trusted advisor to your organization.



Additional details regarding the Trolley Tracker solution package for the City of Deadwood, technical action items, recommendations and quotes are attached.

## ArcGIS for Trolley Tracker

### **Software**

The solution includes Esri core software to support an organization environment that meets the current needs for the Trolley Tracker. The software solution will allow for the complete deployment of a real-time tracking that supports real-time feeds, operation dashboards, and constituent engagement.

One important item that will need to get taken care of during this implementation is combining the ArcGIS Server Basic and the Server Workgroup Standard, at no cost, to put in place the ArcGIS Enterprise Standard. This will be important during the implementation process and recommended.

The software licenses included in the proposal are as follows:

- (1) ArcGIS GeoEvent Server
- (1) ArcGIS Enterprise Standard 4 core

### **Training**

It has been recommended but due to the demand of the project this will be revisited on a later date; therefore, no quote given.

### **Professional Services**

A key piece of this solution includes the ArcGIS GeoEvent Server Jumpstart Package (3 days on-site). The GeoEvent Server Jumpstart Package is a short-term, high-impact service that provides knowledge transfer, best practices and consulting support to assist with implementing ArcGIS GeoEvent Server faster and allows the City of Deadwood to become self-sufficient with the Esri technology. Both Ferber Engineering and Esri will be on-site during these 3 days to install one instance of ArcGIS GeoEvent Server and the ArcGIS Spatiotemporal Big Data Store and support configuration for an out-of-the-box (OOTB) GeoEvent connector by one Esri consultant.

The estimated total cost from Esri for the Trolley Tracking Solution is: \$19,000.00.

### **Hardware**

It is also recommended that the City of Deadwood should look at the product page (see attached pdf) for the AVL hardware. It is the Cal/Amp LMU-3035. The cost, which is not included to the proposal, is roughly \$200 per vehicle and connect directly to the OBD2 port on the vehicles. This would provide various reporting

from the engine/vehicle as well as driver behavior with a 4-5 second refresh ratio. The other need would also be to arrange the cellular service for this solution.

Thank you again for the opportunity to work with you on our solution that supports your office and the current goals and objectives that are in place. Should you or others at the office have any questions, please feel free to contact me. We look forward to helping you get started very soon.

Sincerely,

**Joe Araiza | Account Manager**

Esri | 221 North LaSalle Street, Suite 863 | Chicago, IL 60601 | USA

T: 312-609-0966 ext. 5383 | M: 224-355-8351 | [jaraiza@esri.com](mailto:jaraiza@esri.com) | [esri.com](http://esri.com)

***THE SCIENCE OF WHERE™***

**Quotation # 20524957****Date:** March 7, 2018**Customer # 272559 Contract #**City of Deadwood  
Planning & Preservation Office  
102 Sherman St  
Deadwood, SD 57732ATTENTION: robert "bob" Nelson  
PHONE: 605-578-2082  
FAX:Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: 909-793-2853 Fax: 909-307-3049  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3*To expedite your order, please attach a copy of this quotation to your purchase order.**Quote is valid from: 03/07/2018 To: 06/05/2018*

Material	Qty	Description	Unit Price	Total
160474	1	ArcGIS GeoEvent Server (Windows) Up to Four Cores License	0.00	0.00
158230	1	The ArcGIS GeoEvent Server Jumpstart services package provides up to 3 days of on-site installation support for one instance of ArcGIS GeoEvent Server and the ArcGIS Spatiotemporal Big Data Store and configuration support for a GeoEvent Connector by one Esri consultant. Once the connector is configured the GeoEvent data flow will be tested and a web app template or operations dashboard view will be configured to display the GeoEvent data. During this engagement, it is anticipated that the Esri technical consultant will also conduct knowledge transfer on the following standard topics: Using GeoEvent Manager, Using the ArcGIS Spatiotemporal Big Data Store, Creating and configuring GeoEvent service components, Working with Filters, Geofences and Processors, Working with Field Calculator, Field Mapper, and Incident Detector, Working with Stream Services. A pre-visit questionnaire will be provided prior to the on-site engagement to collect information on the customers current ArcGIS implementation. Topics outside the scope of the ArcGIS GeoEvent Server Jumpstart include but are not limited to: Installation and configuration of ArcGIS Enterprise, Development of a Custom GeoEvent Connector, Application Development. The price includes airfare, hotel, car rental, per diem, and other direct costs. On-site support will be provided at a mutually agreed upon customer location during one trip within the United States on consecutive business days during a single work week. By purchasing this service, the customer agrees to Services Packages Terms and Conditions (G-363-D Addendum) which shall take precedence over any other terms and the customer's purchase order. If not attached, these Terms and Conditions can be viewed on the web at <a href="http://www.Esri.com/legal/service-agreements.html">http://www.Esri.com/legal/service-agreements.html</a> . This services package requires the customer to prepare for Esri's visit. The preparation requirements are outlined at <a href="http://www.Esri.com/legal/service-agreements.html">http://www.Esri.com/legal/service-agreements.html</a> and all services will be provided in accordance with the requirements and assumptions provided therein. Scheduling will be based on resource availability.	14,000.00	14,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

**For questions contact:** Joe Araiza**Email:** [jaraiza@esri.com](mailto:jaraiza@esri.com)**Phone:** 312-609-0966 x5383

The items on this quotation are subject to and governed by the terms of this quotation and of your signed agreement with Esri, if applicable, and the most current product specific scope of use document found at <http://www.esri.com/~media/Files/Pdfs/legal/pdfs/e300.pdf>. If no such agreement covers any item, then Esri's standard terms and conditions, and current product specific scope of use, found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. The quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri). Delivery is FOB Origin.

***If sending remittance, please address to: Esri, P.O. Box 741076, Los Angeles, CA 90074-1076***



Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: 909-793-2853 Fax: 909-307-3049  
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of  
this quotation to your purchase order.  
Quote is valid from: 03/07/2018 To: 06/05/2018*

## Quotation # 20524957

Date: March 7, 2018

Customer # 272559 Contract #

City of Deadwood  
Planning & Preservation Office  
102 Sherman St  
Deadwood, SD 57732

ATTENTION: robert "bob" Nelson  
PHONE: 605-578-2082  
FAX:

Material	Qty	Description	Unit Price	Total
161337	1	ArcGIS GeoEvent Server Up to Four Cores Maintenance "Year One Maintenance"	5,000.00	5,000.00
			Item Total:	19,000.00
			Subtotal:	19,000.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$19,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Joe Araiza

Email: [jaraiza@esri.com](mailto:jaraiza@esri.com)

Phone: 312-609-0966 x5383

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380 New York St  
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Phone: 909-793-2853 Fax: 909-307-3049  
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## Quotation # 20524957

Date: March 7, 2018

Customer # 272559 Contract #

City of Deadwood  
Planning & Preservation Office  
102 Sherman St  
Deadwood, SD 57732

ATTENTION: robert "bob" Nelson  
PHONE: 605-578-2082  
FAX:

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$ \_\_\_\_\_, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

☐ I agree to pay any applicable sales tax.

☐ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

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Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Joe Araiza

Email: [jaraiza@esri.com](mailto:jaraiza@esri.com)

Phone: 312-609-0966 x5383

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April 3, 2018

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

**Re: City of Deadwood GIS Technical Services Retainer**

Dear Kevin,

The City of Deadwood has utilized Geographic Information System (GIS) technology for nearly two decades to assist with managing many of the City's assets and operations. Over time, significant advancements in technology have only enhanced and broadened the opportunities GIS presents for improving operational efficiency and organizational awareness. It is our understanding that the City of Deadwood is seeking to further develop their GIS capabilities to continue leveraging the investment they have made in GIS technology. As such, there are several tasks that City of Deadwood personnel need some technical assistance with. This proposal will serve as a GIS Professional Technical Services retainer for tasks to be performed on a time and materials basis in accordance with our current Schedule of Charges (attached) not to exceed \$20,000.00

It is anticipated that requested tasks will include but not be limited to:

1. IT infrastructure upgrades in the Amazon cloud to support the Trolley Tracker Project;
2. Trolley tracker mobile application development;
3. GIS data organization and database design;
4. Workstation software upgrades;
5. Mobile data collection setup and/or training;
6. Storymap development and/or training;
7. Database maintenance; and
8. ArcGIS Online/ArcGIS Pro development and/or training.

The above-named tasks will be completed in the order directed by city of Deadwood staff and includes labor and transportation only. Equipment and software/licensing will be provided by the City of Deadwood.

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

Sincerely,  
Ferber Engineering Company, Inc.

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

Linda M. Foster, PLS, GISP  
Senior Project Manager – Geospatial

Enclosures: as noted





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

729 East Watertown St. Rapid City, SD 57701 ~ Phone: (605) 343-3311

## **AUTHORIZATION AND AGREEMENT FOR SERVICES**

*This Agreement represents the entire and integrated agreement between the CLIENT and the CONSULTANT covering services herein and supersedes any prior negotiations, representations, or agreements therefore, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and CONSULTANT. All services will be performed in accordance with the CONSULTANTS General Terms and Conditions attached hereto.*

### **CLIENT INFORMATION:**

Client Name: Deadwood - Historic Preservation Phone: 650-578-2082 FAX: 605-578-2084  
Billing Address: 108 Sherman Street  
City: Deadwood State: SD ZIP: 57732  
Contact Person (if different than Client): Kevin Kuchenbecker Title: Historic Preservation Officer

### **PROJECT INFORMATION:**

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

Description of Work: GIS technical services as outlined in the attached proposal letter dated April 3, 2018.

Estimated Completion Date: Ongoing

### **BILLING ARRANGEMENTS:**

Invoices will be sent monthly. Work will be billed on a time and materials basis in accordance with FEC's current Schedule of Charges. The 2018 Schedule of Charges is included in the attached proposal.

*IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement as of the date and year noted.*

### **SIGNATURES:**

\_\_\_\_\_  
CLIENT (Person Responsible for Payment)

Date: \_\_\_\_\_

\_\_\_\_\_  
CONSULTANT (FERBER ENGINEERING COMPANY, INC.)

Date: 4/3/18





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

248 East Wittenborn Dr., Rapid City, SD 57704 - Phone: (605) 343-3333

### GENERAL TERMS AND CONDITIONS

1. Ferber Engineering Company, Inc., herein referred to as FEC, will bill the Client monthly with net payment due in thirty (30) days. Past due balances will be subject to a service charge at a rate of 1.5% per month. In addition, FEC may, after giving seven (7) days notice, suspend service under any agreement until the Client has paid in full all amounts due for services rendered and expenses incurred, including service charges for past due invoices.
2. The stated fees and scope of services constitute our best estimate of the fees and tasks required to perform the services as defined. This agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development services, activities often cannot be fully defined during the initial planning. As the project does progress, facts and conditions uncovered may reveal a change in direction that may alter the scope of services. FEC will promptly inform the Client in writing of such situations so that changes in this agreement can be renegotiated.
3. Costs and schedule commitments shall be subject to renegotiation for delays caused by the Client's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, acts of God, or the public enemy, or acts or regulations of any governmental agency. Temporary delays of services caused by any of the above which results in additional costs beyond those outlined may require renegotiation of this agreement.
4. FEC will maintain insurance coverage for: Workers Compensation, General Liability, Professional Liability, and Automobile Liability. FEC will provide specific limits upon request. If the Client requires coverage's or limits in addition to those in effect as of the date of the agreement, the Client shall pay premiums for additional insurance.
5. The risk involved in this project, has been allocated such that Client agrees that FEC's total liability to Client for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this Agreement from any cause or causes, shall not exceed the greater of the total amount of our fee or our insurance coverage. Such causes include but are not limited to: design professional's negligent acts, errors or omissions, strict liability, breach of contract, or breach of implied or express warranty.
6. It is acknowledged by both parties that FEC's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event FEC or any other party encounters asbestos or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of FEC's services, FEC may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.
7. The Client agrees to provide such legal, accounting, and insurance counseling services as may be required for the project.
8. Termination of this agreement by the Client or FEC shall be effective upon seven (7) days written notice to the other party. The written notice shall include the reasons and details for termination. FEC will prepare a final invoice showing all charges incurred through the date of the termination. Payment is due as stated in Paragraph 1. If the Client violates any of the agreements entered into between FEC and the Client or if the Client fails to carry out any of the duties contained in these terms and conditions, Ferber may upon seven (7) days written notice, suspend services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of FEC.
9. All documents including Drawings and Specifications provided or furnished by FEC pursuant to this Agreement are instruments of service in respect of the Project and FEC shall retain an ownership therein. Reuse of any documents pertaining to this project by the Client on extensions of this project or on any other project shall be at the Client's risk. The Client agrees to defend, indemnify, and hold harmless FEC from all claims, damages, and expenses including attorney's fees arising out of such reuse of the documents by the Client or by others acting through the Client.
10. FEC will endeavor to provide all services in accordance with generally accepted professional practices. FEC will not provide or offer to provide services inconsistent with or contrary to such practices nor make any warranty or guarantee, expressed or implied, nor to have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, FEC will not accept those terms and conditions offered by the Client in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly accepted in

Effective Date – March 7, 2014





• Civil Engineering  
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• Transportation  
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FEC Inc. Waterbury St., Rapid City, SD 57701 • Phone: (605) 343-3311

writing. Written acknowledgement of receipt of the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

11. FEC intends to serve as the Client's professional representative for those services as defined in this agreement and to provide advice and consultation to the Client as a professional. Any opinions of probable project cost, approvals, and other decisions made by FEC for the Client are rendered on the basis of experience and qualifications and represent FEC's professional judgment.
12. This agreement shall not be construed as giving FEC the responsibility or authority to direct or supervise construction means, methods, techniques, sequences, or procedures of construction selected by any contractors or subcontractors or the safety precautions and programs incident to the work of any contractors or subcontractors.

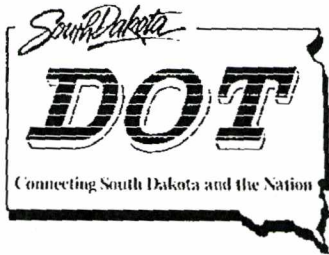


- Civil Engineering
- Geospatial Solutions
- Water Resources
- Transportation
- Land Surveying

## **EXHIBIT A**

### **2018 SCHEDULE OF CHARGES**

<b><u>EMPLOYEE CLASSIFICATION</u></b>	<b><u>HOURLY RATE</u></b>
Principal Professional Engineer	\$135.00
Principal Professional Engineer/Professional Land Surveyor	\$135.00
GIS Professional/Professional Land Surveyor	\$115.00
Professional Engineer III	\$115.00
Professional Engineer II	\$95.00
Professional Engineer I	\$90.00
Graduate Engineer III	\$80.00
Graduate Engineer II	\$70.00
Graduate Engineer I	\$65.00
Senior Technician	\$95.00
Technician III	\$80.00
Technician II	\$65.00
Technician I	\$55.00
Drafter II	\$80.00
Drafter I	\$65.00
Administrative	\$80.00
Clerical	\$55.00
Mileage	\$ 0.545



## Department of Transportation

Office of Legal Counsel

700 East Broadway Avenue

Pierre, South Dakota 57501-2586 605/773-3262

FAX: 605/773-4442

4-16-18  
11A

March 30, 2018

Mayor Chuck Turbiville

City of Deadwood

102 Sherman St.

Deadwood, SD 57732

RE: Revisions to Lawrence County speed zone rule

Dear Mayor Turbiville:

I am writing to follow up on your request for speed zone rule changes on Highway 14A in Lawrence County. I enclose a copy of the rule I have drafted addressing this requested change. I believe the changes are consistent with what you requested. Language that is proposed to be stricken from the rule is lined through and language that is proposed to be added is underlined.

At the next regular meeting of the Transportation Commission, I will ask the commission to set a hearing on your requested rule change for Thursday, May 24, 2018, in the Commission Room of the Becker-Hansen Building, 700 E. Broadway Ave., Pierre, South Dakota. You may appear in person at the hearing on May 24 or if you wish to appear by phone at that hearing, please let me know and I will be sure to send the call-in information. Individuals appearing in person or by phone will be afforded the opportunity to offer testimony about the rule. If you would like to submit additional written comments in advance of the hearing, you may mail or e-mail them to me or Secretary Bergquist. Please get those comments to us by May 20, 2018, so that we can ensure they get to the commission before the hearing. We will make sure that the written comments you have already submitted, as well as any additional comments timely submitted, are presented to the commission at the hearing.

Once the Transportation Commission sets the hearing on this proposed rule, I will post rules documents on the State of South Dakota's OpenSD website. The address of that website is: <https://rules.sd.gov/default.aspx>

If you have trouble accessing the website, please don't hesitate to contact me and I will e-mail or mail the documents you require. I sometimes have trouble getting into the website, and if you do too, please feel free to enlist my help getting what you need.

If you have any questions about the rule process or the rule as it is drafted, please give me a ring. Thank you.

Sincerely,

  
Karla L. Engle  
Special Assistant Attorney General

Enc.



**70:01:02:09. Lawrence County.** The following are the maximum speeds on certain highways in Lawrence County:

(1) State Trunk Highway 34 beginning at the west platted limits of St. Onge, then 0.4 mile to the south platted limits, 40 miles per hour;

(2) U.S. Highway 14A beginning at the junction with Colorado Boulevard just east of the east Spearfish city limits, then southerly for approximately 19 miles to the junction with U.S. Highway 85 at Cheyenne Crossing, 35 miles per hour;

(3) U.S. Highway 14A beginning at the junction with U.S. Highway 85 at the north edge of Deadwood, then easterly for 0.09 mile, 35 miles per hour; then easterly for 0.45 mile, 50 miles per hour; then easterly for 6.16 miles, 55 miles per hour; then easterly for 2.09 miles to the Meade County Line, 45 miles per hour;

(4) U.S. Highway 85 beginning at the junction with U.S. Highway 14A near the north city limits of Deadwood, then northerly for 1.19 mile, 45 miles per hour; then northerly for 2.71 miles, 55 miles per hour;

(5) State Trunk Highway 34 beginning 0.4 mile north of the centerline of Interstate Highway 90 at Exit 23, then southerly for 0.15 mile, 45 miles per hour; then southerly for 0.37 mile, 30 miles per hour;

(6) U.S. Highway 14A beginning at the junction of U.S. Highway 85 at Cheyenne Crossing, then northeast for 4.3 miles, 55 miles per hour; then northeast for 2.91 miles, 40 miles per hour; then northeast for 0.49 mile to the junction of U.S. Highway 85 in Lead, 25 miles per hour;

(7) U.S. Highway 85 beginning at the west city limits of Lead, then east for 0.8 mile, 25 miles per hour; then easterly for 0.5 mile, 20 miles per hour; then easterly for 0.8

mile, 25 miles per hour; then easterly to the junction with U.S. Highway 385, Pluma junction, 35 miles per hour;

(8) U.S. Highway 385 beginning at the junction with U.S. Highway 85 in Deadwood, then southeasterly 1.0 mile, 35 miles per hour; then southeasterly 5.87 miles, 45 miles per hour; then southeasterly 12.92 miles to the Pennington County line, 55 miles per hour;

(9) U.S. Highway 85 beginning at the junction of U.S. Highway 385 in the City of Deadwood, then northeasterly for 1.04 miles, 25 miles per hour; then northeasterly for 0.8 mile to the intersection of U.S. Highway 14A, 20 miles per hour;

(10) U.S. Highway 85 beginning at the Wyoming state line, then northeasterly for 6.91 miles, 55 miles per hour; then northeasterly for 9.38 miles to the junction with U.S. Highway 14A at Cheyenne Crossing, 50 miles per hour;

(11) U.S. Highway 14A beginning at the junction with U.S. Highway 85 in Lead, then north for 0.36 mile, 25 miles per hour; then northeasterly for 0.24 mile, 35 miles per hour; then northeasterly for 3.13 miles, 45 miles per hour; then northeasterly ~~for 0.68 mile to the junction of Main Street, 30 miles per hour; then northeasterly for 0.79 mile to~~ the junction of U.S. Highway 85 at the north edge of Deadwood, ~~35~~ 25 miles per hour;

(12) Truck speed for eastbound trucks with dual tires on the driver axle on U.S. Highways 85 and 14A beginning at a point 4.3 miles east of the junction of these two highways at Cheyenne Crossing, then east for a distance of 2.32 miles to the Terry Peak Road, 35 miles per hour;

(13) Truck speed for northbound trucks with dual tires on the driver axle on U.S. Highway 385 beginning at a point 3.5 miles south of the junction with U.S. Highway 85 in Pluma, then north for a distance of 2.5 miles, 25 miles per hour;

(14) U.S. Highway 14A beginning at the junction of Colorado Street and Spearfish Canyon Road on the east side of Spearfish, then east for 1.57 miles to the south ramp terminals of Interstate 90 at Exit 14, 45 miles per hour;

(15) U.S. Highway 14 eastbound loop beginning at the south end of the bridge over Interstate 90 at Exit 10, then south for 0.92 mile, 45 miles per hour; and U.S. Highway 14 westbound loop beginning 0.92 mile south of the south end of the bridge over Interstate 90 at Exit 10, then north for 0.92 mile, 45 miles per hour;

(16) U.S. Highway 85 N beginning at the south end of the bridge over Interstate 90 at Exit 10, then north for 0.5 mile, 45 miles per hour; and U.S. Highway 85 S beginning 0.5 mile north of the south end of the bridge over Interstate 90 at Exit 10, then south for 0.5 mile, 45 miles per hour;

(17) State Highway Maintenance Route 473 beginning at the junction of U.S. Highway 14A/85 southwest of Lead, then westerly for 1.58 miles, 40 miles per hour; then westerly for 1.55 miles, 30 miles per hour.

**Source:** SL 1975, ch 16, § 1; 6 SDR 85, effective February 24, 1980; 9 SDR 7, effective July 27, 1982; 11 SDR 22, effective August 12, 1984; portion of subdivision (3) transferred to subdivision 70:01:02:49(10), 13 SDR 129, 13 SDR 134, effective July 1, 1987; 14 SDR 111, effective February 28, 1988; 15 SDR 158, effective April 26, 1989; 17 SDR 127, effective March 3, 1991; 17 SDR 151, effective April 8, 1991; 19 SDR 30, effective August 30, 1992; 21 SDR 97, effective November 27, 1994; 21 SDR 171,

effective April 2, 1995; 22 SDR 165, effective June 2, 1996; 22 SDR 183, effective June 30, 1996 ; 23 SDR 132, effective February 27, 1997; 26 SDR 124, effective April 2, 2000; 31 SDR 62, effective November 7, 2004; 34 SDR 279, effective May 8, 2008; 37 SDR 58, effective September 27, 2010; 44 SDR 95, effective December 5, 2017.

**General Authority:** SDCL 32-25-7.

**Law Implemented:** SDCL 32-25-7.

4-16-18  
11B



# Earth Day

# Highway Clean Up

**Saturday, APRIL 21, 2018**

**9am – 12pm**

**Meet at the '76 Arena parking lot**

**Dress appropriately for outdoor work**

**Gloves and bags will be provided**

**Any questions, contact Betsy 390-5708**

