

CITY OF DEADWOOD
102 SHERMAN STREET
AGENDA
Regular Meeting
5:00 p.m. Tuesday, February 20, 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 February 5, 2018**
4. **APPROVE BILLS**
5. **ITEMS FROM CITIZENS ON AGENDA**

- A. Mike Runge-update on Community Planning Assistance for Wildfire
- B. Report from proposed BID #8 Board, Approve Resolution 2018-09, Intent to Levy and Establish BID #8, and direct finance office to mail resolution to district properties. Set public hearing on April 2, 2018 at 5:00 p.m.
- C. Approve By-Laws for Proposed BID 8 as recommended by board on February 9, 2018.
- D. Amber Diers requesting use of BID 7 Funds in the amount of \$4,000 for flowers and baskets for Main Street, with the stipulation that the City of Deadwood be responsible for watering of the flowers.
- E. Deadwood Gaming Association and Deadwood Business Club request to add Sturgis Rally to roster of special events for 2018.

6. **CONSENT AGENDA**

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

- A. Permission for Mayor to sign agreement with Deadwood Chamber of Commerce for Event Center Management from January 2018-December 2019. (approved February 5)
- B. Approve Board of Appraisers Report which valued surplus asset (Nautilus 4000) at less than \$500.00 and allow asset to be destroyed.
- C. Permission for Mayor to sign Addendum to Mixer Maintenance contract with Utility Service Co. Inc. Addendum states that Utility Service will repair and/or replace mixing system in the event there are failures with current mixing system.
- D. Allow Finance Office to make 2018 allocation in the amount of \$8,500.00 to Teen Court from General and Bed/Booze Funds.
- E. Approve Resolution 2018-08 Assessing Fees for Para Transit System in Deadwood
- F. Approve Policy Manual revision to include drug and background checks to prospective employees
- G. Permission to increase wage of Trolley Driver, Philip Lovell, from \$12.06 hr. to \$12.73 hr. effective February 22, 2018 after one year of service; and

Lifeguard, Conor Aldridge, from \$10.28 hr. to \$10.56 hr. effective February 25, 2018 after two years of service.

- H. Permission to hire Chad Berglund as a full-time Parks Technician at \$17.15 hr. effective February 26, 2018 pending pre-employment screening.
- I. Permission to advertise for the seasonal positions in the following departments: Mt. Moriah-six ticket booth part time, one substitute, and one part time for maintenance and clean up. Parks-twelve full time and two part time landscapers, Streets-one full time.
- J. Permission for Mayor to sign contract with Lead-Deadwood School District for parking spaces located in the Pavilion Parking Lot. School will pay City \$50,000.00 to assist in costs to raze building. Contract was approved by School Board on February 12, 2018.
- K. Approve contracting with Siouxland Heritage Museum to provide pull up panels focusing on history of Wild Bill in the amount of \$6,500.00. Request permission for Mayor to sign contract.
- L. Approve and allow Mayor to sign contract with Don Toms in the amount of \$8,000.00 to index City of Deadwood's Justice Dockets.
- M. Approve and allow Mayor to sign contract with Robb Campbell to provide up to ten oral histories focusing on development of limited gaming or other subjects relating to the history of Deadwood in the amount of \$675.00 each
- N. Approve expenditure of \$2,884.60 to Deadwood Electric to provide 27 permits and inspections for electrical meter installs for street lights to be paid from Public Buildings utilities
- O. Permission to replace flooring in Rec Center weight room at a cost not to exceed \$3,700.00 to be paid from HP Capital Assets
- P. Permission for Mayor to sign Resolution 2018-10 regarding lease with TCF Equipment Finance

7. BID ITEMS

- A. Results of bids opened on February 15 for Whitewood Creek Tree Clean up: Aspen Ridge Lawn and Landscape \$26,074.76, Rocking Tree Landscape \$49,994.00, and Del Maynard dba Lakota Source \$48,720.00. Bid bonds were included and addendums acknowledged.

8. PUBLIC HEARINGS

- A. Hold public hearing on February 20 for Wild Bill Days Event: street closure June 14 through June 16, open container in zones 1 and 2 June 15 and 16, use of public property June 16, waiver of banner and vending fees June 15 and 16 for the following non-profits: Deadwood Chamber and Northern Hills Alliance for Children.
- B. Hold public hearing on February 20 for 3 Wheeler Event: street closures Friday July 13 for parade, Motorcycle parking, north side only with possible full street closure July 13 for Show N' Shine, open container July 10 through July 14 at Event Center, waiver of vending fees July 10 through July 15.
- C. Hold public hearing on February 20 for Forks Corks Kegs Event: open container in zones 1 and 2 April 6 and 7
- D. Hold public hearing on February 20 for Retail (on-off sale) Wine License (RW-6466), and Retail (on-off sale) Malt Beverage (RB-2447) transfer

transfer from BRI, Inc. to FIB Properties, LLC dba Best Western Hickok House at 137 Charles Street

- E. Hold public hearing on February 20 for Retail (on-off sale) Wine License (RW-6466), and Retail (on-off sale) Malt Beverage (RB-2447) transfer from FIB Properties, LLC to MPLS Hotel, MGMT Ltd. dba Best Western Hickok House at 137 Charles Street

9. OLD BUSINESS

10. NEW BUSINESS

- A. Approve Outside of Deadwood grant recommendations to nine entities. Individual applicants, projects, locations and dollar amounts will be part of official minutes.
- B. Permission to contract with Berberich Design to provide professional design and consulting services for Pine Street Archway Project to be paid from Historic Preservation
- C. Approve Not-For-Profit grant to Masonic Center Association to assist in clean-up costs above and beyond what money's insurance does not cover. This amount will not exceed \$26,000.00. Settlement with city will take place after insurance proceeds are received.

11. INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

No action can be taken

- A. Deadline to file petitions for City Commission is 5:00 p.m. Friday, February 23, 2018. Finance Office will draw names for ballot placement at 8:15 a.m. on Tuesday, February 27, 2018.

12. EXECUTIVE SESSION

13. ADJOURNMENT

REGULAR MEETING, FEBRUARY 5, 2018

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

APPROVAL OF MINUTES

Turbiville moved, Struble seconded to approve the minutes of January 16, 2018. Roll Call: Aye-All. Motion carried.

JANUARY, 2018 PAYROLL: COMMISSION, \$2,730.76; FINANCE, \$19,399.83; PUBLIC BUILDINGS, \$4,789.99; POLICE, \$66,491.61; FIRE, \$5,599.48; BUILDING INSPECTION, \$3,999.76; STREETS, \$30,472.46; PARKS, \$17,031.73; PLANNING & ZONING, \$5,059.44; LIBRARY, \$6,959.93; RECREATION CENTER, \$13,881.88; HISTORIC PRESERVATION, \$16,329.61; WATER, \$16,165.99; PARKING METER, \$8,757.83; TROLLEY, \$17,728.78; PARKING RAMP, \$4,105.97. **PAYROLL TOTAL: \$239,505.05**

JANUARY, 2018 PAYROLL PAYMENTS:

Internal Revenue Service, \$61,657.61; S.D. Retirement System, \$27,235.58; Delta Dental, \$4,112.40.

APPROVAL OF DISBURSEMENTS

Struble moved, Speirs seconded to approve the February 5, 2018 disbursements. Roll Call: Aye-All. Motion carried.

A & B BUSINESS	CONTRACT	295.27
A - Z SHREDDING	SHREDDING	445.40
ACE HARDWARE	SUPPLIES	19.98
ACE INDUSTRIAL SUPPLY	SUPPLIES	1,019.90
ADVANCE ELECTRIC	REPAIR	1,322.03
ALBERTSON ENGINEERING	PROJECT	4,239.87
ALSCO	SUPPLIES	511.65
AMERICAN LEGAL	ORDINANCES	1,474.00
AMERICAN PUBLIC WORKS	MEMBERSHIP	330.00
ANFINSON, BONNY	CONFERENCE	55.00
APWA	MEMBERSHIP	20.00
ASSOCIATED SUPPLY	SUPPLIES	519.16
ATCO INTERNATIONAL	SUPPLIES	542.00
BALCO UNIFORM	UNIFORMS	93.60
BARRON'S	SUBSCRIPTION	104.00
BAXTER, SEAN	CONFERENCE	55.00
BH CENTRAL RESERV	TICKETING	10,000.00
BH CHEMICAL	SUPPLIES	956.01
BH ENERGY	SERVICE	33,015.41
BH SPECIAL SERVICES	CLEANING	1,120.00
BOYS & GIRLS CLUB	ALLOCATION	5,000.00
BRANDON INDUSTRIES	SUPPLIES	5,435.00
BUTLER MACHINERY	REPAIR	1,807.19
CENTURION TECHNOLOGIES	RENEWAL	50.00
CENTURY BUSINESS PRODUCTS	CONTRACT	336.19
COMPETITIVE MASONRY	PROJECT	2,700.00
COMPUTER SUPPORT	SERVICE	93.75
DEADWOOD CHAMBER	SERVICE	16,625.00
DESTINATION DEVELOPMENT	MEMBERSHIP	395.00
EAGLE ENTERPRISES	SUPPLIES	3,816.51
ECOLAB	SERVICE	160.68
EDDIE'S TRUCK CENTER	REPAIR	2,877.86
EMERY-PRATT	BOOKS	27.94
FASTENAL	SUPPLIES	9.01
FIRST NATIONAL CREDIT CARD	SUPPLIES	2,461.28
G & R CONTROLS	SUPPLIES	922.14
GALLS	UNIFORMS	1,148.85
GLOVER, WILLIAM	REIMBURSEMENT	64.00
GODFREY BRAKE SERVICE	SERVICE	119.18
GOLDEN WEST	SERVICE	417.38
GOOD SHEPHERD CLINIC	ALLOCATION	1,000.00
HAWKI, KEN	REIMBURSEMENT	204.00
HILLS MATERIALS	SUPPLIES	264.80
HILLYARD	SUPPLIES	70.73
HOLIDAY INN EXPRESS	CONFERENCE	186.00
JACOBS WELDING	SERVICE	78.60
JOHNSON, MICHAEL	CONFERENCE	55.00
KNECHT	SUPPLIES	518.48
KUCHENBECKER, KEVIN	CONFERENCE	179.50
LARIVE, ANDREW	REIMBURSEMENT	97.02
LAWRENCE CO. SHERIFF'S	REIMBURSEMENT	269.22
LAWSON PRODUCTS	SUPPLIES	233.43
LIGHT AND SIREN	SUPPLIES	576.00
MASONIC CENTER ASSOCIATION	GRANT	2,500.00
MIDWEST TAPE	DVDS	352.45
MDU	SERVICE	15,777.17
MOSHER, ANDREW	CONFERENCE	216.28
MUTUAL OF OMAHA	INSURANCE	240.70
NETWORK SERVICES	SUPPLIES	539.00

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NFPA	MEMBERSHIP	1,520.50
OLSON, JAMES	REIMBURSEMENT	43.77
ONSOLVE	CODE RED	1,500.00
OWENS INTERSTATE	SUPPLIES	95.22
PARTSMASTER	SUPPLIES	88.56
PEARSON, TRAVIS	CONFERENCE	55.00
PITNEY BOWES	POSTAGE	500.00
POLICEONE.COM	COURSE	225.00
QUICK TROPHY	SIGN	37.36
QUIK SIGNS	SIGN	74.96
QUILL	SUPPLIES	311.02
RECREATION SUPPLY	SUPPLIES	88.93
REDWOOD TOXICOLOGY	TESTING	57.00
REGIONAL HEALTH	TESTING	72.00
S AND C CLEANERS	CLEANING	2,740.00
SANFORD, TY	CONFERENCE	55.00
SD DEPT. OF CORRECTIONS	FIREWISE	535.50
SD DEPT. OF MOTOR VEHICLES	TITLE	42.40
SD DEPT. OF PUBLIC SAFETY	SERVICE	2,340.00
SD FEDERAL PROPERTY AGENCY	SUPPLIES	58.00
SD ONE CALL	SERVICE	4.48
SD PUBLIC ASSURANCE ALLIAN	INSURANCE	562.26
SERVALL	SUPPLIES	1,852.62
SIERKS, JENA	CONFERENCE	55.00
SPECIALTY VEHICLES	TROLLEY	143,831.75
STRETCH'S	SERVICE	382.89
TEMPERATURE TECHNOLOGY	REPAIR	250.99
TITAN MACHINERY	SUPPLIES	197.76
TRIPLE K	SERVICE	2,088.44
TROPHY AWARDS	AWARD	203.20
TSP	PROJECT	988.62
TWIN CITY HARDWARE	SUPPLIES	5,307.54
TWIN CITY HARDWARE	WINDOWS	1,614.02
USA BLUEBOOK	SUPPLIES	1,764.74
VAST	SERVICE	3,201.55
VERIZON WIRELESS	METERS	40.01
VICTIMS OF VIOLENCE	ALLOCATION	2,000.00
WELLMARK	INSURANCE	45,079.74
WILD ROSE PRODUCTIONS	SPONSOR	5,700.00
ZEP SALES	SUPPLIES	241.41
TOTAL		\$349,770.86

ITEMS FROM CITIZENS ON AGENDA

BID #8

Mike Rodman, Deadwood Gaming Association, presented a handout and explained the intent to create Business Improvement District #8, and the potential projects if created. Ruth moved, Struble seconded to accepted petition and pass Resolution 2018-06 to Establish Boundaries for BID District and Appoint Board Members. Roll Call: Aye-All. Motion carried.

RESOLUTION 2018-06

**DESIGNATING BUSINESS IMPROVEMENT DISTRICT NO. 8 BOUNDARIES
AND
APPOINTING BUSINESS IMPROVEMENT DISTRICT NO. 8 BOARD MEMBERS**

WHEREAS, the City of Deadwood has been requested to designate the boundaries of Business Improvement District No. 8 for the City of Deadwood pursuant to SDCL 9-55-5; and

WHEREAS, SDCL 9-55-5 requires the appointment of a Business Improvement District’s Board by the Mayor, with the approval of the governing body; and

WHEREAS, Hotel/Motel Business Improvement District members have recommended the following individuals for appointment as board members;

NOW THEREFORE, BE IT RESOLVED by the City Commission for the City of Deadwood that the boundaries for the Deadwood Business Improvement District No. 8 shall be established as follows:

The following lodging establishments as set forth in Exhibit A as listed below and any lodging establishments not listed which may request by petition to become a member of the district shall be included within such boundaries:

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<u>NAME</u>	<u>BUSINESS ADDRESS</u>
Cadillac Jack's/Doubletree By Hilton	360 Main Street
Deadwood Mountain Grand/ Holiday Inn Resort	1906 Deadwood Mountain 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

BE IT FURTHER RESOLVED by the City of Deadwood, by its Mayor and with the approval of the City Commission, having first established the above boundaries and as set forth by Exhibit A, that the following members are appointed to the Business Improvement District Board District No. 8 for terms to be set forth in by-laws:

Paul J. Bradsky
Marc Wayne Oswald
Lonny Strong
Michael Gustafson
Jeff Lamont
Anthony Galbraith
Tom Rensch
Donnie Patton

Dated this 5th day of February, 2018

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

Contract

Lee Harstad, Deadwood Chamber, gave the Commission a summary of the Deadwood.com stats, door counts at Welcome Center and Interpretive Lot and 2017 Summary for Event Complex. Harstad requested renewal to Event Specialist/Facilities Coordinator agreement for 2018 and 2019. Turbiville moved, Ruth seconded to renew agreement. Roll Call: Aye-All. Motion carried.

Request

Speirs moved, Ruth seconded to approve BID 7 funds for the following: \$25,000.00 to Deadwood Chamber for Kool Deadwood Nites, \$5,000.00 to Deadwood Jam, and \$1,000.00 for marketing assistance with Wild Bill Motorcycle Classic. Lee Harstad was present to answer questions. Roll Call: Aye-All. Motion carried.

Petition

Speirs moved, Struble seconded to accept amended petition for Annexation from Frawley Ranches, to include total assessment value of real property. Roll Call: Aye-All. Motion carried.

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CONSENT

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

- A. Permission for Mayor to sign contract with Black Hills National Forest Northern Hills Ranger District for the Deadwood Fuels program.
- B. Purchase office furniture from National Business Furniture from Public Buildings in the amount of \$9,253.22 (budgeted)
- C. Permission for the Street Department to purchase a 2018 Ford F-150 from White's Canyon Ford in the amount of \$31,566.16 (budgeted)
- D. Pass Resolution 2018-04 to Surplus Assets: two trolleys and sell to Yelduz Shrine Center, Aberdeen, South Dakota, a non-profit agency, at \$5,000.00 per trolley. Donate Stage Curtains in Pavilion to Homestake Opera House.

RESOLUTION NO. 2018-04 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 or donated to the following non-profit agencies, allowable under SDCL 6-5-2.

2011 Freightliner Trolley - VIN# 4UZADEDU7BCAZ7474
2013 Freightliner Trolley - VIN# 4UZADEDU4DCBZ9303
(Sell to Yelduz Shrine Center, Aberdeen, SD for \$5,000.00 each)

Stage Curtains at Deadwood Pavilion
(Donate to Homestake Opera House, Lead, SD. Opera House will be responsible for removal)

Dated this 5th day of February, 2018

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

- E. Purchase flooring for Police Department office space from Carpets Buyer's Outlet at cost not to exceed \$4,500.00. (budgeted-Public Buildings)
- F. Permission to purchase pressure washer from Grimm's Pump at cost not to exceed \$3,900.00 to be paid from Public Building and Trolley Department budgets
- G. Permission to advertise for part-time/seasonal trolley drivers
- H. Permission to advertise for part-time/seasonal janitorial positions in Public Buildings
- I. Allow Mayor to sign lease agreement with TCF Equipment Finance for second and third trolley leases. Bid was awarded on September 20, 2017. Also, allow Finance Office to make monthly payment by ACH and note payment on bill list.
- J. Resolution 2018-03 Extending Workers Compensation to Specific Individuals

RESOLUTION 2018-03

A RESOLUTION EXTENDING WORKERS' COMPENSATION COVERAGE TO SPECIFIC INDIVIDUALS FOR THE YEAR 2018

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood extend the South Dakota Municipal League Workers' Compensation benefit for coverage on the following individuals who are not automatically covered because they are appointed or elected to their positions:

City Commission: Charles M. Turbiville, David Ruth Jr., Mark Speirs, Charlie Struble, and Gary Todd;

Historic Preservation Commission: Dale Berg, Tom Blair, Mike Johnson, Lynn Namminga, Ann Ochse, Beverly Posey, and Lyman Toews;

Historic Preservation Volunteers: Judy Farris and Susan Zepkin;

Library Board: Dawn Burns, Linda Fredrick, Raul Ponce De Leon, Ashley Marske, and Charlene Miller;

Planning & Zoning Commission: Tony Biesiot, John Martinisko, Bill Rich, Brett Runge, and Jim Shedd;

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Police Department Reserve Officers: Kenneth Batka, Deam Carollo, Mark Heltzel, Jason Huber, Casey Nelson, Jhamel Smith, Sally Sprigler, Matthew Symonds, Wylie Walno, and Martin Yost;

Deadwood Volunteer Fire Department: Randy Addington, Phil Arellano, Pat Eastman, Toby Edstrom, Sandy Glover, Bill Glover, Larry Groll, Alex Hamann, Ken Hawki, Mathew Helmin, Francis Iverson, Mike Klamm, Jerity Krambeck, Jeff Millard, Trent Mohr, Robert Nelson Sr., Jerry Pontius, Cody Rakow, Courtne Rakow, Jason Rakow, Rylan Rakow, Mike Runge, Mason Sherrad, Richard Stanger, Paul Thomson, Anne Wieringa, and Lei'Ani Wieringa.

The Finance Office will be notified of any personnel changes to the above-mentioned committees and commissioners.

Dated this 5th day of February, 2018

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

- K. Make the following 2018 allocations from Bed and Booze Fund: \$10,000.00 to Boys and Girls Club, \$10,000.00 to Northern Hills Alliance for Children, \$5,720.00 to CASA.
- L. Accept letter of resignation from Alex Hamann from Deadwood Police Department effective March 2, 2018
- M. Request permission to advertise in house for five days for Patrol Officer position
- N. Permission to hire Annette Pierce for part-time janitorial position in Public Buildings at \$9.20 per hour effective February 6, 2018 pending pre-employment screening
- O. Permission to contract with Rasmussen Mechanical to install dry steam humidifiers in Adams House at cost of \$4,375.00.
- P. Pass Resolution 2018-07 to Surplus 4000 Nautilus Weight machine and appoint/approve committee to determine value.

RESOLUTION NO. 2018-07 TO DECLARE THE FOLLOWING SURPLUS PROPERTY

BE IT RESOLVED by the Deadwood City Commission that the City of Deadwood approve the following be declared surplus and appoint Board of Appraisers to value:

Nautilus 4000 Weight Machine

Dated this 5th day of February, 2018

ATTEST:

/s/ Mary Jo Nelson, Finance Officer

CITY OF DEADWOOD

/s/ Charles Turbiville, Mayor

PUBLIC HEARINGS

Set

Ruth moved, Speirs seconded to set public hearing on February 20 for Wild Bill Days Event. Roll Call: Aye-All. Motion carried.

Speirs moved, Ruth seconded to set public hearing on February 20 for 3 Wheeler Event. Roll Call: Aye-All. Motion carried.

Speirs moved, Struble seconded to set public hearing on February 20 for Forks Corks Kegs Event. Roll Call: Aye-All. Motion carried.

Struble moved, Ruth seconded to set public hearing on February 20 for Retail (on-off sale) Wine (RW-6466), and Retail (on-off sale) Malt Beverage (RB-2447) license transfers from BRI, Inc. to FIB Properties, LLC dba Best Western Hickok House at 137 Charles Street. Roll Call: Aye-All. Motion carried.

Ruth moved, Struble seconded to set public hearing on February 20 for Retail (on-off sale) Wine (RW-6466), and Retail (on-off sale) Malt Beverage (RB-2447) license transfers from FIB Properties, LLC to MPLS Hotel, MGMT Ltd. dba Best Western Hickok House at 137 Charles Street. Roll Call: Aye-All. Motion carried.

REGULAR MEETING, FEBRUARY 5, 2018

NEW BUSINESS

Resolution 2018-05

Speirs moved, Ruth seconded to approve Resolution 2018-05 to assess \$1.00 facility use fee/ticket surcharge at Event Complex as allowed by Ordinance 12.18.030, Fee for use. Commissioner Ruth stated Commission still has opportunity to waive fees for certain entities. Roll Call: Aye-All. Motion carried.

**CITY OF DEADWOOD
RESOLUTION 2018-05
A RESOLUTION SETTING FORTH A SCHEDULE OF RATES FOR USE BY THE
CITY OF DEADWOOD**

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

NOW THEREFORE BE IT RESOLVED THAT the City of Deadwood hereby establishes the following fees and other designations effective March 1, 2018:

Deadwood Event Complex Events with Tickets:

Facility Use Fee / Ticket Surcharge:
Applied to sold tickets (Reserved Seating, General Admission)\$1.00/Per Ticket

Dated this 5th day of February, 2018

ATTEST: CITY OF DEADWOOD
/s/ Mary Jo Nelson, Finance Officer /s/ Charles Turbiville, Mayor

Manual

Speirs moved, Struble seconded to approve addition to Policy Manual to include retirement recognition and formalize length of service awards. Police Chief Fuller explained the retirement recognition. Roll Call: Aye-All. Motion carried.

Request

Speirs moved, Struble seconded to act as Board of Adjustment and approve request from Robert and Claramae Ruth to define and realign property lines at general location of 11494 U.S. Highway 14A. Request was approved by Planning and Zoning Commission on January 17, 2018. Roll Call: Aye-Struble, Ruth, Todd, Turbiville. Abstain –Ruth. Motion carried.

Purchase

Speirs moved, Ruth seconded to purchase additional pay station, bill changer and Arrow signs for Broadway Parking Garage from Amano McGann at cost of \$75,429.00. (budgeted) Roll Call: Aye-All. Motion carried.

INFORMATIONAL ITEMS AND ITEMS FROM CITIZENS

- Take no action on Raffle Permit for Black Hills Shootist, Ltd. to conduct ticket sales for fund raising event on September 29, 2018.
- update/assessment from interstate Engineering regarding options, estimate of cost and recommendations on flood proofing Cold Storage Building on Timm Lane
- Acknowledge receipt of \$1,500.00 grant from MDU Resources Foundation for Whitewood Creek restoration.

ADJOURNMENT

Ruth moved, Speirs seconded to adjourn the regular session at 5:33 p.m. The next regular meeting will be on Tuesday, February 20, 2018.

ATTEST: DATE: _____
BY: _____
Mary Jo Nelson, Finance Officer Charles M Turbiville, Mayor

PACKET: 04261 COMBINED - 2/21/18

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
01-0585	SD DEPT. OF REVENUE					
		I-022018	101-3000-202	LIQUOR LICENS MALT BEV LICNS TRSF/BW HICKOK	000000	150.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL: 150.00
01-0418	BLACK HILLS PIONEER					
		I-698-2018	101-4111-423	PUBLISHING NOH - ST.PATRICK'S DAY	000000	21.71
		I-699-2018	101-4111-423	PUBLISHING NOH - WAIVE USER FEES	000000	10.63
		I-700-2018	101-4111-423	PUBLISHING NOTICE TO BID-WHITEWD CRK PLNT	000000	35.76
		I-716-20183	101-4111-423	PUBLISHING MINUTES - 12/18/17	000000	191.27
		I-727-2018	101-4111-423	PUBLISHING MINUTES - 1/2/18	000000	165.40
				DEPARTMENT 111	COMMISSION	TOTAL: 424.77
01-2394	GUNDERSON, PALMER, NELS					
		I-82420	101-4141-422	PROFESSIONAL LEGAL SERVICES	000000	3,653.48
				DEPARTMENT 141	ATTORNEY	TOTAL: 3,653.48
01-0315	BLACK HILLS DISPOSAL IN					
		I-20292-A	101-4192-425-12	REPAIRS - PAV ROLLOFF RUBBLE REMOVAL/PAVILIO	000000	548.63
01-0547	M&M SANITATION					
		I-35344	101-4192-422-05	PROFESSIONAL MONTHLY TOILET RENTAL/COLD STG	000000	110.00
01-0784	WESTERN STATES FIRE PRO					
		I-WSF100748	101-4192-425-04	REPAIRS - CIT ANNUAL SPRINKLER INSPECT/CITY	000000	205.00
		I-WSF105652	101-4192-425-13	REPAIRS - REC ANNUAL FIRE ALARM INSPECT/REC	000000	235.00
01-1370	TEMPERATURE TECHNOLOGY,					
		I-21914	101-4192-425-13	REPAIRS - REC PROBLEM WITH VFD-REPAIRED/REC	000000	263.98
01-1380	WASTE CONNECTIONS, INC.					
		I-12308396	101-4192-426-20	SUPPLIES - RE RECYCLE BIN DUMPSTER/PUB BL	000000	497.50
01-1502	BLACK HILLS CHEMICAL					
		I-130269	101-4192-426	SUPPLIES BLEACH-GLASS CLEANER/PUB BL	000000	84.78
01-1558	ECOLAB PEST ELIMINATION					
		I-4114295	101-4192-422-13	PROFESSIONAL COCKROACH SERVICES/REC CENTER	000000	94.05
01-1731	WHEELER LUMBER OPERATIO					
		I-1340-031606	101-4192-433-04	IMPROVEMENTS- 1X8-20 FIR ROUGH UNTREAT/CITY	000000	100.00
01-1827	MS MAIL & MARKETING					
		I-9628	101-4192-426	SUPPLIES PRINTING TIME CARDS	000000	420.00

PACKET: 04261 COMBINED - 2/21/18

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
01-3297	KNIGHT SECURITY					
		I-2989	101-4192-425-02	REPAIRS - ADA SRVC CALL REP BAD ZONE/A MUS	000000	250.00
01-3421	S AND C CLEANERS					
		I-2-9-18 INV 110	101-4192-422-04	PROFESSIONAL JAN CLEANING/CITY HALL	000000	838.50
01-3506	ALSCO					
		I-LCAS1181407	101-4192-426-21	SUPPLIES - WE MATS/WELCOME CENTER	000000	38.55
01-3685	BLACK HILLS SECURITY &					
		I-P107402	101-4192-425-17	REPAIRS-DAYS REP LOOSE CONNECT FR DOOR/76M	000000	193.88
01-3895	AFFORDABLY CREATIVE ENG					
		I-95	101-4192-422-12	PROFESSIONAL- PAVILION DEMOLITION - 1/2-2/12	000000	7,000.00
01-3964	CONVERGINT TECHNOLOGIES					
		I-W545842	101-4192-425-04	REPAIRS - CIT SRVC CALL FRONT DOOR REP/CITY	000000	698.98
01-3971	MEINERS DRYWALL					
		I-1098	101-4192-433-04	IMPROVEMENTS- TAPE & TEXTURE/POLICE ROOM	000000	700.00
01-3972	MEHLBERG CONSTRUCTION					
		I-2-14-18 PD OFFICE	101-4192-433-04	IMPROVEMENTS- LABOR CONF ROOM REMODEL/CITY	000000	9,793.34
01-3977	ACE HARDWARE OF LEAD					
		I-007265	101-4192-433-04	IMPROVEMENTS- COVER SQ RAISED EXT SQ BOX/CIT	000000	5.98
		I-007346	101-4192-425-02	REPAIRS - ADA FIXT WALL 3L BRSH NICKEL/A MUS	000000	73.98
		I-007347	101-4192-425-02	REPAIRS - ADA LED FEIT FLAME 60W EQ WW/A MUS	000000	83.94
01-4307	CARPET BUYERS OUTLET SD					
		I-4040	101-4192-433-04	IMPROVEMENTS- 708 SQFT LVT INSTALLATION/CITY	000000	4,287.90
DEPARTMENT 192 PUBLIC BUILDINGS TOTAL:						26,523.99
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-329026	101-4193-422	PROFESSIONAL EMAIL SECURITY, BACKUP	000000	720.00
DEPARTMENT 193 COMPUTER SERVICE TOTAL:						720.00
01-0467	CULLIGAN OF THE BLACK H					
		I-4428	101-4210-424	RENTALS CUPS & 5 GAL. WATER - POLICE	000000	37.50
		I-4554	101-4210-424	RENTALS 5 GAL. WATER & CUPS - POLICE	000000	31.00
		I-4619	101-4210-424	RENTALS COOLER RENT - POLICE	000000	15.00
01-0508	GALLS, LLC					
		I-009240623	101-4210-426	SUPPLIES UNIFORM SHIRT,TROUSERS - POLIC	000000	102.34
		I-009240624	101-4210-426	SUPPLIES UNIFORM SHIRT - POLICE	000000	47.95

PACKET: 04261 COMBINED - 2/21/18

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
01-0508	GALLS, LLC		continued			
		I-009247516	101-4210-426	SUPPLIES NAME PLATES - POLICE	000000	29.76
		I-009250243	101-4210-426	SUPPLIES UNIFORM SHIRT,TROUSERS- POLICE	000000	117.04
		I-009267652	101-4210-426	SUPPLIES UNIFORM SHIRT - POLICE	000000	52.98
		I-009271392	101-4210-426	SUPPLIES UNIFORM BOOTS - POLICE	000000	202.58
01-0698	WEGNER AUTO CO., INC					
		I-17149	101-4210-434	MACHINERY/EQU DURANGO TRK UTILITY / POLICE	000000	30,713.00
01-1424	SOUTHSIDE SERVICE					
		I-47635	101-4210-425	REPAIRS REPAIR SEAT MOTOR - POLICE	000000	30.00
		I-47636	101-4210-425	REPAIRS BATTERY - POLICE	000000	95.00
		I-47745	101-4210-425	REPAIRS R&R FR.BRAKES,SVC.ENGINE-POLIC	000000	275.59
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-731309	101-4210-426	SUPPLIES 6 - SYN5W20 - POLICE DEPT	000000	40.32
01-1827	MS MAIL & MARKETING					
		I-9633	101-4210-426	SUPPLIES PRINTING #10 ENVELOPES -POLICE	000000	50.00
01-3654	SPEARFISH AUTO SUPPLY					
		I-070340	101-4210-425	REPAIRS SWITCH & BATTERY-SPEED TRL/PD	000000	409.70
01-3989	OLSON, JAMES W.					
		I-020618	101-4210-427	TRAVEL REIMBS. FUEL EXPENSE - POLICE	000000	32.15
				DEPARTMENT 210 POLICE	TOTAL:	32,281.91
01-0547	M&M SANITATION					
		I-35345	101-4221-422	PROFESSIONAL TOILET RENTAL/FIREWISE	000000	110.00
01-1653	STURDEVANT'S AUTO PARTS					
		C-32-731908	101-4221-426	SUPPLIES BATTERY RETURN - FIRE DEPT	000000	81.00-
		I-32-731786	101-4221-426	SUPPLIES BATTERY FOR LADDER TRUCK/FIRE	000000	870.48
		I-32-731795	101-4221-426	SUPPLIES CABLE TIES - FIRE DEPT	000000	9.99
		I-32-732007	101-4221-426	SUPPLIES CUTTING EDGE & HRDW -FIRE DEPT	000000	63.86
		I-32-732201	101-4221-426	SUPPLIES SEALING COMPOUND - FIRE DEPT	000000	10.13
01-1838	RAMKOTA HOTEL					
		I-331775	101-4221-427	TRAVEL LODGING-INSTRUCTOR TRNG/GLOVER	000000	186.00
		I-331780	101-4221-427	TRAVEL LODGING-INSTRUCTOR TRNG-HAWKI	000000	186.00
		I-331781	101-4221-427	TRAVEL LODGING-INSTRUCTOR TRNG-WEIRIN	000000	93.00
01-1877	DIVERSIFIED INSPECTIONS					
		I-286411	101-4221-422	PROFESSIONAL GROUNDLADDER - FIRE DEPT	000000	229.20
01-2473	SD DEPT. OF CORRECTIONS					
		I-C18D8328	101-4221-422	PROFESSIONAL FIRE SUPPRESSION/FIREWISE	000000	5,925.52

PACKET: 04261 COMBINED - 2/21/18

VENDOR SET: 01

FUND : 101 GENERAL FUND

DEPARTMENT: 221 FIRE DEPARTMENT ADMINISTR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2473	SD DEPT. OF CORRECTIONS	continued				
		I-C18D8342	101-4221-422	PROFESSIONAL FIRE SUPPRESSION/FIREWISE	000000	680.85
01-3056	NORTHERN HILLS TECHNOLO					
		I-013118	101-4221-422	PROFESSIONAL ONLINE BACKUP - FIRE DEPT	000000	32.50
DEPARTMENT 221 FIRE DEPARTMENT ADMINISTR						TOTAL: 8,316.53
01-0674	WHITE'S QUEEN CITY MOTO					
		I-206181	101-4232-434	MACHINERY/EQU BEDLINER BI TRUCK/BLDG INSP	000000	450.00
DEPARTMENT 232 BUILDING INSPECTION						TOTAL: 450.00
01-0418	BLACK HILLS PIONEER					
		I-01-19-18 CLASSIFIE	101-4310-426	SUPPLIES CLASSIFIED AD PARKS TECH/PARKS	000000	79.00
01-0467	CULLIGAN OF THE BLACK H					
		I-0004429	101-4310-426	SUPPLIES (3) 5 GAL BOTTLE WATER/STREETS	000000	13.00
		I-0004508	101-4310-426	SUPPLIES (2) 5 GAL BOTTLE WATER/STREETS	000000	13.00
		I-0004583	101-4310-426	SUPPLIES (3) 5 GAL BOTTLE WATER/STREETS	000000	19.50
01-0561	SD ONE CALL					
		I-SD18-0042	101-4310-422	PROFESSIONAL JAN LOCATE MSGS-FAXES/STREETS	000000	7.28
01-1348	EDDIE'S TRUCK CENTER, I					
		I-X201044152:01	101-4310-425	REPAIRS BRAKE VALVE DUAL-PROPORT/STR	000000	267.25
01-1410	WESTERN COMMUNICATIONS,					
		I-18-726715	101-4310-426	SUPPLIES MICROPHONE W/CLIP/STREETS	000000	79.00
01-1515	RAPID DELIVERY					
		I-362372	101-4310-426	SUPPLIES DELIVERY EDDIES TRUCK CTR/STR	000000	14.09
		I-363919	101-4310-426	SUPPLIES DELIVERY GODFREY BRAKES/STR	000000	12.94
		I-363921	101-4310-426	SUPPLIES DELIVERY GODFREY BRAKE/STR	000000	12.94
		I-365371	101-4310-426	SUPPLIES DELIVERY TITAN MACHINERY/STR	000000	12.94
01-1653	STURDEVANT'S AUTO PARTS					
		C-32-731088	101-4310-426	SUPPLIES POWER QT DIESEL FUEL RET/STR	000000	113.22-
		C-32-731089	101-4310-426	SUPPLIES LED STOP AND TAIL RET/STREETS	000000	48.18-
		I-32-730791	101-4310-425	REPAIRS HZ BATTERY ASM-STOR/STREETS	000000	236.16
		I-32-730863	101-4310-425	REPAIRS MICRO-V AT BELTS/STREETS	000000	24.89
		I-32-730873	101-4310-425	REPAIRS HOSE FITTINGS 6FJ-6MJ/STREETS	000000	9.90
		I-32-731085	101-4310-426	SUPPLIES POWER QT DIESEL FUEL-PRONTO/ST	000000	113.22
		I-32-731086	101-4310-426	SUPPLIES LED STOP AND TAIL, HEX CAP/STR	000000	48.18
		I-32-731106	101-4310-425	REPAIRS FUEL LINE HOSE/STREETS	000000	25.00
		I-32-731249	101-4310-426	SUPPLIES PITMAN ARM PULLER/STREETS	000000	32.95
		I-32-731254	101-4310-425	REPAIRS PITMAN ARM/STREETS	000000	107.66

PACKET: 04261 COMBINED - 2/21/18
 VENDOR SET: 01
 FUND : 101 GENERAL FUND
 DEPARTMENT: 310 STREETS
 BUDGET TO USE: CB-CURRENT BUDGET

BANK: FNBAP

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1653	STURDEVANT'S AUTO PARTS	continued				
		I-32-731298	101-4310-426	SUPPLIES	GADUS S3 V220 GREASE/STREETS	000000 37.90
		I-32-731844	101-4310-426	SUPPLIES	STOP & TAIL/STREETS	000000 8.29
		I-32-731961	101-4310-425	REPAIRS	HEAVY DUTY PUSH/STREET	000000 10.64
		I-32-732093	101-4310-425	REPAIRS	BLOWER MOTORS/STREETS	000000 33.36
01-1689	CENTRAL PARTS WAREHOUSE					
		I-456795A	101-4310-425	REPAIRS	REPLACEMENT PIVOT BAR KIT/STR	000000 189.13
01-3836	MID-AMERICAN RESEARCH C					
		I-0627957-IN	101-4310-426	SUPPLIES	(280) SPEED WIPES/STREETS	000000 272.00
01-4304	IGUS INC					
		I-2338056B	101-4310-425	REPAIRS	(2) PILLOW BLOCKS/STREETS	000000 63.04
01-4305	QUEEN CITY TIRE AND ALI					
		I-28035	101-4310-425	REPAIRS	FR WHEEL ALIGN-TIE ROD/STREETS	000000 362.54
01-4306	ERS THORNTON TRUCK & EQ					
		I-43	101-4310-434	MACHINERY/EQU	2000 STERLING TRUCK - STREETS	000000 49,900.00
				DEPARTMENT 310	STREETS	TOTAL: 51,844.40
01-1380	WASTE CONNECTIONS, INC.					
		I-12307300	101-4320-422	PROFESSIONAL	JAN RESIDENTIAL GARBAGE PICKUP	000000 7,593.59
				DEPARTMENT 320	SANITATION	TOTAL: 7,593.59
01-0467	CULLIGAN OF THE BLACK H					
		I-0004472	101-4520-426	SUPPLIES	(2) 5 GAL BOTTLE WATER/PARKS	000000 13.00
		I-0004618	101-4520-426	SUPPLIES	FEBRUARY COOLER RENT/PARKS	000000 15.00
01-1380	WASTE CONNECTIONS, INC.					
		I-12307192	101-4520-422	PROFESSIONAL	JAN DUMPSTER/PARKS	000000 432.04
01-1502	BLACK HILLS CHEMICAL					
		I-129963	101-4520-426	SUPPLIES	(49) SNO PLOW ICE MELT/PARKS	000000 489.51
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-731107	101-4520-425	REPAIRS	CAPSULE-BEAM-WINTER BL/PARKS	000000 58.71
		I-32-731189	101-4520-425	REPAIRS	MICRO-V AT BELTS/PARKS	000000 31.27
		I-32-731218	101-4520-426	SUPPLIES	(2) OIL FILTER/PARKS	000000 10.80
		I-32-731784	101-4520-426	SUPPLIES	(12) PRONTO 15W40 CJ-4/PARKS	000000 23.64
01-1798	CHAINSAB CENTER/DAKOTA					
		I-1364120	101-4520-434	MACHINERY/EQU	HONDA TRACK SNOWBLOWER/PRKS	000000 2,553.00
		I-1364121	101-4520-434	MACHINERY/EQU	CHEETAH, VELOCITY DECK/PARKS	000000 8,495.00

PACKET: 04261 COMBINED - 2/21/18

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
01-2069	BARCO PRODUCTS					
		I-BP00068198	101-4520-426	SUPPLIES	MEMORIAL BENCH/STREETS	000000 975.27
01-2889	ATCO INTERNATIONAL					
		I-I0502321	101-4520-426	SUPPLIES	(2) CASES ASSAULT/PARKS	000000 398.00
		I-I0502358	101-4520-426	SUPPLIES	(2) CASES ASSAULT/PARKS	000000 398.00
01-3785	TALLGRASS					
		I-2018-020	101-4520-433-05	CIP WHITEWOOD WHITEWOOD PHASE 2 BIDDING	000000	500.00
			DEPARTMENT 520	PARKS	TOTAL:	14,393.24
01-3156	BRANDON INDUSTRIES INC.					
		I-139831	101-4640-426	SUPPLIES	ADOPT A CREEK SIGN	000000 402.00
			DEPARTMENT 640	PLANNING AND ZONING	TOTAL:	402.00
			FUND	101	GENERAL FUND	TOTAL: 146,753.91

PACKET: 04261 COMBINED - 2/21/18

VENDOR SET: 01

FUND : 206 LIBRARY FUND

DEPARTMENT: 550 LIBRARY

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-1562	MIDWEST TAPE					
		I-95771832	206-4550-434	BOOKS, MAPS A DVD's - LIBRARY	000000	92.11
		I-95790817	206-4550-434	BOOKS, MAPS A DVD's - LIBRARY	000000	37.98
01-1911	EMERY-PRATT COMPANY					
		I-605388	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	42.04
		I-605755	206-4550-434	BOOKS, MAPS A BOOKS - LIBRARY	000000	151.27
01-3282	OSBORN, JANET					
		I-021418	206-4550-424	CHILDREN'S PR REIMBS.FOR DVD-CHILDREN'S PROG	000000	19.16
			DEPARTMENT 550	LIBRARY	TOTAL:	342.56
			FUND	206 LIBRARY FUND	TOTAL:	342.56

PACKET: 04261 COMBINED - 2/21/18

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
01-0418	BLACK HILLS PIONEER					
		I-01-31-18 COMM PAGE	209-4510-423	PUBLISHING JAN COMM PGS SPONSORSHIP/REC	000000	12.50
		I-12-31-17 COMM PAGE	209-4510-423	PUBLISHING COMM PGS SPONSORSHIP/REC	000000	12.50
		I-12-31-17 WINT SPRT	209-4510-423	PUBLISHING WINTER SPRTS ADVERTISING/REC	000000	39.00
01-2889	ATCO INTERNATIONAL					
		I-I0502072	209-4510-426	SUPPLIES QUICK SAN-SEE THRU/REC CENTER	000000	224.00
01-3151	KONE INC.					
		I-949831082	209-4510-422	PROFESSIONAL ELEVATOR MAINTENANCE/REC CENTE	000000	149.80
01-3618	KDSJ 980 AM RADIO					
		I-18-01-033	209-4510-423	PUBLISHING SPORTS SPOTS WRESTLING/REC	000000	240.00
01-4261	IDENTISYS					
		I-374474	209-4510-426	SUPPLIES (200) ISO CARD HID PROX COMP/R	000000	614.97
					DEPARTMENT 510 REC CENTER	TOTAL: 1,292.77
01-0378	NORTHERN HILLS CASA					
		I-012918	209-4980-429	OTHER 2018 ALLOCATION	000000	5,720.00
01-1682	BLACK HILLS COUNCIL OF					
		I-276	209-4980-429	OTHER 2018 DUES	000000	1,565.00
01-2857	NEIGHBORHOOD HOUSING SE					
		I-2018-CAM	209-4980-429	OTHER 2018 ALLOCATION	000000	1,000.00
01-3177	NORTHERN HILLS ALLIANCE					
		I-012918	209-4980-429	OTHER 2018 ALLOCATION	000000	10,000.00
01-3865	BOYS & GIRLS CLUB OF LE					
		I-JANUARY 2018	209-4980-429	OTHER 2018 ALLOCATION	000000	10,000.00
					DEPARTMENT 980 SPECIAL EVENTS	TOTAL: 28,285.00
					FUND 209 BED & BOOZE FUND	TOTAL: 29,577.77

PACKET: 04261 COMBINED - 2/21/18

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 572 HP VISITOR MGMT AND INFOR

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0096	AUGUSTANA COLLEGE					
		I-020118	215-4572-235	VISITOR MGMT 2018 DAKOTA CONFERENCE	000000	1,000.00
01-3975	FIRST NATIONAL CREDIT C					
		I-02142018	215-4572-235	VISITOR MGMT HP CC FEB 2018	000000	1,885.41
				DEPARTMENT 572 HP VISITOR MGMT AND INFOR	TOTAL:	2,885.41
01-0368	PHEASANTLAND INDUSTRIES					
		I-063714	215-4573-335	HIST. INTERP. REBINDING/GUIDE TO DW GAMING	000000	547.10
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-329537	215-4573-335	HIST. INTERP. LAPTOP SET UP FOR MIKE	000000	53.13
01-0578	TWIN CITY HARDWARE & LU					
		I-A350514	215-4573-335	HIST. INTERP. WATCH BATTERY	000000	17.97
		I-A350911	215-4573-335	HIST. INTERP. ARCHIVES SUPPLIES	000000	48.30
		I-A351351	215-4573-335	HIST. INTERP. ARCHIVE SUPPLIES	000000	49.35
01-0972	DAKOTA RESEARCH SERVICE					
		I-2016	215-4573-335	HIST. INTERP. CADILLAC JACK/MINING TIMBER	000000	650.00
01-1871	SD STATE ARCHIVES					
		I-605	215-4573-335	HIST. INTERP. MICKELSON TRAIL SCANS	000000	20.00
01-2205	KUCHENBECKER, KEVIN					
		I-4GN48808RK611744F	215-4573-330	HIST. INTERP. REIMBURSEMENT-HISTORIC PICTURE	000000	963.00
01-2265	QUALITY SERVICES, INC.					
		I-SD3917003A7	215-4573-320	HIST. INTERP. REC CNTR CURATION12/31-1/31/18	000000	1,095.42
01-2351	PRESERVATION ACTION					
		I-02122018	215-4573-325	HIST. INTERP. 2018 MEBERSHIP	000000	100.00
01-3788	IMAGE UP CREATIVE SERVI					
		I-2965	215-4573-335	HIST. INTERP. IMAGE ENHANCEMENT HEADSTONES	000000	110.66
01-3975	FIRST NATIONAL CREDIT C					
		I-02142018	215-4573-325	HIST. INTERP. HP CC FEB 2018	000000	309.90
		I-02142018	215-4573-335	HIST. INTERP. HP CC FEB 2018	000000	21.30
01-4106	GADGET TECHNOLOGY					
		I-10001662	215-4573-335	HIST. INTERP. 4TB EXTENDED HARD DRIVE	000000	169.99
01-4303	NATIONAL ASSOCIATION FO					
		I-01292018	215-4573-325	HIST. INTERP. 2018 MEMBERSHIP	000000	75.00
				DEPARTMENT 573 HP HISTORIC INTERPRETATIOTOTAL:		4,231.12

PACKET: 04261 COMBINED - 2/21/18

VENDOR SET: 01

FUND : 215 HISTORIC PRESERVATION

DEPARTMENT: 575 HP DEADWOOD GRANT AND LOA

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0314	BLACK HILLS MINING MUSE	I-02132018	215-4575-520	GRANT/LOAN PR OUTSIDE DEADWOOD GRANT ROUND 1	000000	1,150.74
01-2620	FIRST BAPTIST CHURCH	I-871055	215-4575-510	GRANT/LOAN NO NOT FOR PROFIT GRANT	000000	12,780.00
01-2916	FALL RIVER COUNTY HISTO	I-02122018	215-4575-520	GRANT/LOAN PR OUTSIDE DEADWOOD GRANT ROUND 2	000000	2,550.00
01-3748	FENTON, KRIS & MELANIE	I-844953	215-4575-515	GRANT/LOAN RE RETAINING WALL - 27 LINCOLN	000000	4,484.00
DEPARTMENT 575 HP DEADWOOD GRANT AND LOA TOTAL:						20,964.74
01-0510	GOLDEN WEST TECHNOLOGIE	I-329026	215-4576-600	PROFES. SERV. EMAIL SECURITY, BACKUP	000000	215.00
01-2394	GUNDERSON, PALMER, NELS	I-82420	215-4576-620	PROFES. SERV. LEGAL SERVICES	000000	412.50
DEPARTMENT 576 HP PROFESSIONAL SERVICES TOTAL:						627.50
01-0776	ALBERTSON ENGINEERING,	I-11811	215-4577-735	CAPITAL ASSET RODEO GROUNDS CROWS NEST	000000	344.94
		I-11813	215-4577-755	CAPITAL ASSET DENVER/WILLIAMS RETAINING WALL	000000	1,326.78
01-0841	TSP, INC.	I-0053225	215-4577-710	CAPITAL ASSET REC CNTR BATHROOM ADDITION	000000	1,920.76
01-2265	QUALITY SERVICES, INC.	I-SD39180071	215-4577-710	CAPITAL ASSET REC CNTR CONSTRUCTION MONITOR	000000	4,208.79
01-3685	BLACK HILLS SECURITY &	I-P107421	215-4577-725	CAPITAL ASSET REPLACED SMOKE DETECTOR	000000	288.27
01-3896	EAGLE ENTERPRISES, LLC	I-22185	215-4577-705	CAPITAL ASSET (80) SOCKET - FIXED & PLUNGER	000000	559.47
DEPARTMENT 577 HP FIXED CAPITAL ASSETS OTOTAL:						8,649.01
01-0451	RUNGE, MIKE	I-020118	215-4641-427	TRAVEL TRAVEL TO CPAW CONFERNCE	000000	93.50
01-0467	CULLIGAN OF THE BLACK H	I-0004427	215-4641-426	SUPPLIES (4) 5 GAL BOTTEL WATER - HP	000000	26.00
		I-0004582	215-4641-426	SUPPLIES (2) 5 GAL BOTTLE WATER - HP	000000	13.00

PACKET: 04261 COMBINED - 2/21/18

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		continued			
		I-0004617	215-4641-426	SUPPLIES	COOLER RENT 2/18 - HP	000000 15.00
01-0578	TWIN CITY HARDWARE & LU					
		C-A350595	215-4641-426	SUPPLIES	WHITE OUT	000000 15.12-
		I-A351213	215-4641-426	SUPPLIES	WATCH BATTERY	000000 4.99
		I-D378105	215-4641-426	SUPPLIES	(100) USB THUMB DRIVE	000000 1,099.00
01-1827	MS MAIL & MARKETING					
		I-9600	215-4641-426	SUPPLIES	JANUARY CITY NEWSLETTER	000000 639.71
01-1838	RAMKOTA HOTEL					
		I-332363	215-4641-427	TRAVEL	KUCHENBECKER-2018 TOURISM CONF	000000 250.00
		I-332365	215-4641-427	TRAVEL	SANFORD - 2018 TOURISM CONF	000000 250.00
		I-332367	215-4641-427	TRAVEL	ANFINSON - 2018 TOURISM CONF	000000 250.00
		I-332368	215-4641-427	TRAVEL	JOHNSON - 2018 TOURISM CONF	000000 250.00
		I-332369	215-4641-427	TRAVEL	MOSHER - 2018 TOURISM CONF	000000 250.00
01-3192	MARKETING & TECHNICAL M					
		I-155995	215-4641-426	SUPPLIES	8 ROLLS OF PLOTTER PAPER	000000 333.99
01-3314	CENTURY BUSINESS PRODUC					
		I-411013	215-4641-428	UTILITIES	CONTRACT FOR 1/9/18 - 2/8/18	000000 394.28
01-3373	AMAZON WEB SERVICES					
		I-126000735	215-4641-428	UTILITIES	WEB SERVICE 1/1/18 - 1/31/18	000000 180.09
01-4230	RUSHMORE OFFICE					
		I-085691	215-4641-426	SUPPLIES	KEYBOARD & MOUSE COMBO-MEGHAN	000000 96.45
		I-085692	215-4641-426	SUPPLIES	MOUSE PAD/WIRST SUPPORT	000000 20.81
DEPARTMENT 641 OFFICE HIST. PRES. TOTAL:						4,151.70
FUND 215 HISTORIC PRESERVATION TOTAL:						41,509.48

PACKET: 04261 COMBINED - 2/21/18

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
01-2857	NEIGHBORHOOD HOUSING SE					
		I-2018-1	216-4653-422	PROFESSIONAL SERVICING CONTRACT-INTERIM	000000	2,466.25
01-3552	COMPETITIVE MASONRY					
		I-844955	216-4653-962-08	FOUNDATION GR FOUNDATION WORK AT 771 MAIN	000000	5,352.90
01-3748	FENTON, KRIS & MELANIE					
		I-844953-2	216-4653-962-08	FOUNDATION GR FOUNDATION - 27 LINCOLN	000000	600.00
DEPARTMENT 653 REVOLVING LOAN					TOTAL:	8,419.15
FUND 216 REVOLVING LOAN					TOTAL:	8,419.15

PACKET: 04261 COMBINED - 2/21/18

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
01-0539	LEAD-DEADWOOD SANITARY					
		I-2-1-18 JAN EQR	602-4330-422	PROFESSIONAL JANUARY EQR/WATER	000000	26,414.59
01-0561	SD ONE CALL					
		I-SD18-0042	602-4330-422	PROFESSIONAL JAN LOCATE MSGS-FAXES/WATER	000000	7.28
01-1653	STURDEVANT'S AUTO PARTS					
		I-32-731243	602-4330-426	SUPPLIES AIR FILTER-OIL FILTER/WATER	000000	20.97
		I-32-731317	602-4330-426	SUPPLIES 5W20-5W20 5 QT/WATER	000000	31.15
01-1827	MS MAIL & MARKETING					
		I-9600-A	602-4330-426	SUPPLIES UTILITY BILLS MAILING - JAN'18	000000	289.86
01-2500	TTG ENTERPRISES INC.					
		I-18010	602-4330-425	REPAIRS PROGRAM SCADA TO CELLPHONE/WTR	000000	165.00
01-3736	METERING & TECHNOLOGY S					
		I-10869	602-4330-426	SUPPLIES BARE METER-BRACKET-SEAL/WTR	000000	1,208.37
DEPARTMENT 330 WATER						TOTAL: 28,137.22
FUND 602 WATER FUND						TOTAL: 28,137.22

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REGULAR DEPARTMENT PAYMENT REGISTER

PAGE: 14

PACKET: 04261 COMBINED - 2/21/18

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-01-31-18 CONSUMP	603-4325-429	OTHER EXPENSE FEB CONSUMPTION/WATER	000000	736.02
				DEPARTMENT 325 SEWER	TOTAL:	736.02

				FUND 603 SEWER FUND	TOTAL:	736.02

PACKET: 04261 COMBINED - 2/21/18

VENDOR SET: 01

FUND : 610 PARKING/TRANSPORTATION

DEPARTMENT: 360 PARKING/TRANSPORTATION

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-328430	610-4360-422	PROFESSIONAL COMPUTER ISSUES - P&T	000000	53.13
01-1827	MS MAIL & MARKETING					
		I-9568	610-4360-426	SUPPLIES PRINTING FLEET PRKNG PASSES	000000	8.00
01-3712	PASSPORT PARKING, INC.					
		I-171201-164	610-4360-422	PROFESSIONAL MOBILE PAY SVC.- DEC.	000000	15.75
DEPARTMENT 360 PARKING/TRANSPORTATION TOTAL:						76.88
01-0361	SD PUBLIC ASSURANCE ALL					
		I-25114	610-4361-422	PROFESSIONAL ADD'L COVERAGE - TROLLEYS	000000	1,128.67
01-0467	CULLIGAN OF THE BLACK H					
		I-4620	610-4361-422	PROFESSIONAL SOFTENER RENT - FEB. / TROLLEY	000000	22.00
01-0545	LYNN'S DAKOTA MART					
		I-0012	610-4361-426	SUPPLIES 24 PK WATER - TROLLEY	000000	44.28
01-0582	SD DEPT. OF MOTOR VEHIC					
		I-010318	610-4361-426	SUPPLIES TITLE/PLATES FOR VAN & TROLLEY	000000	52.40
		I-010318-A	610-4361-426	SUPPLIES TITLE/PLATES FOR GRAND CARAVAN	000000	21.20
01-1410	WESTERN COMMUNICATIONS,					
		I-18-726473	610-4361-426	SUPPLIES ANTENNAS & PARTS - TROLLEY	000000	54.70
		I-18-726474	610-4361-426	SUPPLIES ANTENNAS & PARTS - TROLLEY	000000	40.35
		I-18-726476	610-4361-426	SUPPLIES MOUNTING BRACKETS - TROLLEY	000000	60.00
01-1424	SOUTHSIDE SERVICE					
		I-3311	610-4361-426	SUPPLIES FUEL FOR TROLLEY	000000	125.00
01-1626	SERVALL UNIFORM AND LIN					
		I-2694428	610-4361-426	SUPPLIES TOWELS & MATS - TROLLEY	000000	70.80
		I-2713026	610-4361-426	SUPPLIES TOWELS & MATS - TROLLEY	000000	81.53
		I-S136986	610-4361-426	SUPPLIES TOWELS - TROLLEY	000000	26.82
01-1653	STURDEVANT'S AUTO PARTS					
		C-32-731177	610-4361-426	SUPPLIES RETURN AWG'S - TROLLEY	000000	8.11-
		I-32-730930	610-4361-426	SUPPLIES TOGGLE SWITCH,ON-OFF - TROLLEY	000000	30.28
		I-32-731028	610-4361-426	SUPPLIES 1/2" DR 21MM - TROLLEY	000000	4.73
		I-32-731142	610-4361-426	SUPPLIES FUSE, RED/BLACK AWG'S-TROLLEY	000000	43.03
		I-32-731301	610-4361-426	SUPPLIES AUTO FUSE - TROLLEY	000000	2.52
		I-32-731603	610-4361-426	SUPPLIES FUSE HOLDER - TROLLEY	000000	1.99
		I-32-731838	610-4361-426	SUPPLIES MINI RELAY,CONN.,FUSE -TROLLEY	000000	27.30
		I-32-731982	610-4361-425	REPAIRS HEAVY DUTY MOMENTA - TROLLEY	000000	15.96
01-3060	QUIK SIGNS					

PACKET: 04261 COMBINED - 2/21/18

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
01-3060	QUIK SIGNS		continued			
		I-22190	610-4361-426	SUPPLIES SIGNS FOR TROLLEY	000000	1,423.33
		I-22556	610-4361-426	SUPPLIES SIGNS FOR TROLLEY	000000	2,418.24
01-4057	VIEHAUSER ENTERPRISES,					
		I-16191	610-4361-426	SUPPLIES RE-KEY TROLLEY VAULTS,DUP KEYS	000000	799.88
01-4286	TCF EQUIPMENT FINANCE					
		I-346355	610-4361-422	PROFESSIONAL DOCUMENTATION FEE	000000	300.00
		I-347691	610-4361-422	PROFESSIONAL DOCUMENTATION FEE	000000	300.00
DEPARTMENT 361 TROLLEY DEPARTMENT					TOTAL:	7,086.90
01-0510	GOLDEN WEST TECHNOLOGIE					
		I-329026	610-4362-422	PROFESSIONAL MANAGED FIREWALL - PARKING RAM	000000	52.50
01-3151	KONE INC.					
		I-949831082	610-4362-422	PROFESSIONAL ELEVATOR MAINTENANCE/PKING RAM	000000	149.80
DEPARTMENT 362 BROADWAY GARAGE					TOTAL:	202.30
FUND 610 PARKING/TRANSPORTATION					TOTAL:	7,366.08

PACKET: 04261 COMBINED - 2/21/18

VENDOR SET: 01

FUND : 702 7th GRADE DARE FUND

DEPARTMENT: 000 NON-DEPARTMENTAL

BANK: FNBAP

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT NAME	DESCRIPTION	CHECK#	AMOUNT
01-2685	CREATIVE PRODUCT SOURCI					
		I-111127	702-4000-429	OTHER T-SHIRTS - 7TH GRADE DARE	000000	458.07
			DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL:	458.07
			FUND	702 7th GRADE DARE FUND	TOTAL:	458.07

PACKET: 04261 COMBINED - 2/21/18

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-JAN-021618	722-2190	AMOUNTS HELD SD DEPT. OF REVENUE	000000	3,379.41
			DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	3,379.41
			FUND	722 SALES TAX AGENCY	TOTAL:	3,379.41

PACKET: 04261 COMBINED - 2/21/18

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-021418	723-4000-429	OTHER	CITY SLOTS - PYMT 8, YR 3	000000 27,443.18
				DEPARTMENT 000	NON-DEPARTMENTAL	TOTAL: 27,443.18

				FUND	723 NICKEL SLOT PAYMENT AGENCY	TOTAL: 27,443.18
					REPORT GRAND TOTAL:	294,122.85



Community Planning Assistance for Wildfire

Scope of Work: City of Deadwood, SD

Overview

The City of Deadwood is currently updating its Comprehensive Plan, which is scheduled for completion in summer 2018. CPAW proposes focused assistance to develop recommended wildfire policies for inclusion in the city's next Comprehensive Plan. Throughout this project, CPAW team members will maintain regular communications with the city's CPAW steering group members (Mike Runge, Bob Nelson Jr.). Specific assistance tasks are outlined below.

CPAW Assistance Tasks

1. Document Review (January-March 2018)

Perform targeted review of key documents, including (but not limited to):

- City of Deadwood Comprehensive Plan
- City of Deadwood draft(s) of Comprehensive Plan update and associated materials (e.g., community survey results)
- Lawrence County Community Wildfire Protection Plan
- Lawrence County Wildfire Hazard Assessment

2. Stakeholder Meeting (April 2018)

Conduct an in-person stakeholder meeting with representatives from the planning department, fire department, and Comprehensive Plan Committee to facilitate a discussion on community wildfire planning challenges and opportunities. This information will be used to help inform the development of appropriate wildfire policies for the Comprehensive Plan update.

3. Draft Policy Memo (April 2018)

Develop a 5-page draft memo based on findings from the document review process and stakeholder meeting input and share with steering group members for review.

4. Steering Group Review (May 2018)

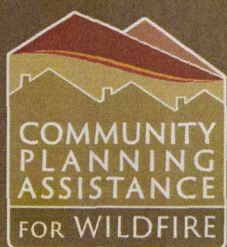
Coordinate a conference call with steering group members to discuss the draft policy memo.

5. Final Policy Memo (June 2018)

Integrate stakeholder feedback to update content and deliver a final memo with recommendations for wildfire policies.

Contact Information

- **City of Deadwood: Bob Nelson Jr.**, Zoning Administrator/ City Planner (bobjr@cityofdeadwood.com; 605-578-2082)
- **City of Deadwood: Mike Runge**, City Archivist & Firewise Liaison (michael.runge@cityofdeadwood.com; 605-578-2082)
- **CPAW Team Lead: Molly Mowery** (molly@wildfireplanning.com; 303-358-9589)



COMMUNITY PLANNING ASSISTANCE FOR WILDFIRE

Together we can reduce wildfire risk in your community.

WHAT WE DO

Community Planning Assistance for Wildfire (CPAW) works with communities to reduce wildfire risks through improved land use planning. CPAW is a program providing communities with professional assistance from planners, foresters, economists and wildfire risk modelers to integrate wildfire mitigation into the development planning process. CPAW communities receive customized services, including:

LAND USE PLANNING

We provide communities with expertise in land use planning, forestry, and hazard mitigation to reduce wildfire risk.

RISK ASSESSMENTS

We help communities develop wildfire risk assessments to identify and prioritize areas of concern.

CAPACITY BUILDING

We offer workshops, trainings, and webinars to facilitate learning, networking, and skills development.

RESEARCH & SCIENCE

We help grow the larger body of knowledge supporting land use planning and wildfire mitigation in the wildland-urban interface

All services provided through CPAW come at no cost to the community. Implementation of recommendations is voluntary and under the authority of the local jurisdiction.

WHERE WE WORK

We work with and learn from communities at all scales and sizes across the United States. Communities apply through a competitive process to participate in CPAW. Since our founding in 2015, we have worked with 26 communities in 13 states.



ARIZONA

Flagstaff

CALIFORNIA

Mammoth Lakes
San Diego

COLORADO

Boulder County
Huerfano County
San Luis Valley
Summit County

IDAHO

Boise

MINNESOTA

Bemidji

MONTANA

Lewis & Clark County
Missoula County
Park County

NEW JERSEY

Township of Ocean

NEW MEXICO

Los Alamos
Santa Fe
Taos County

OREGON

Ashland
Bend
Sisters
Wasco County

SOUTH DAKOTA

Deadwood

TENNESSEE

Pigeon Forge

TEXAS

Austin

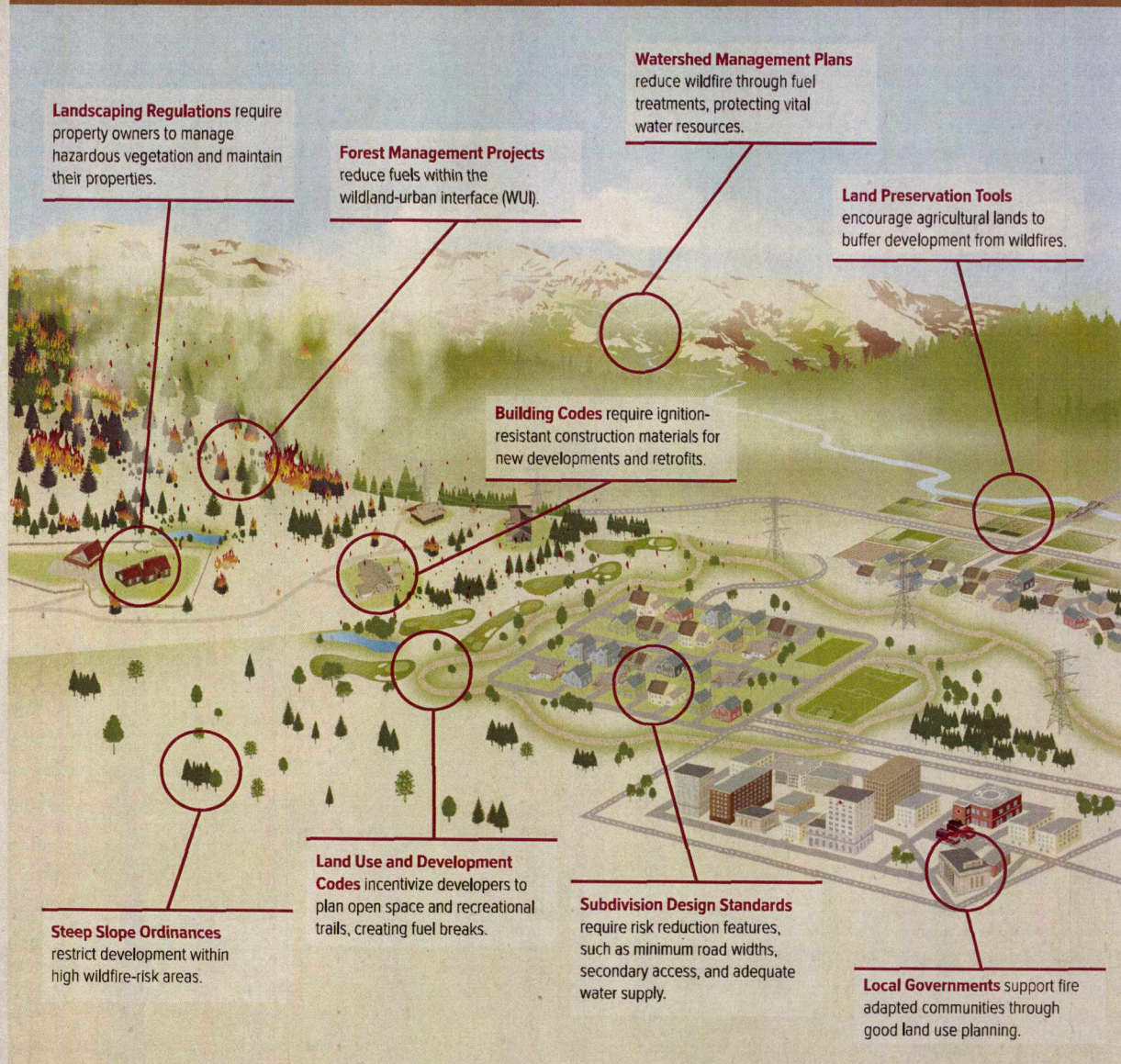
WASHINGTON

City of Chelan
Chelan County
Wenatchee

TOOLS

Land use planning tools to reduce wildfire risk are diverse and can help communities determine where to allow development, what types of building materials will help keep people safe, and what infrastructure is needed to safely respond when disasters strike. CPAW develops recommendations after multiple on-site assessments, ongoing stakeholder engagement, and extensive review of community documents.

EXAMPLES OF COMMUNITY TOOLS



CPAW is a program of [Headwaters Economics](#). We work in partnership with [Wildfire Planning International](#), the [U.S. Forest Service Rocky Mountain Research Station](#), and others to reduce wildfire risk through improved land use planning. It is funded by grants from the [U.S. Forest Service](#), the [LOR Foundation](#), and other private foundations. CPAW is an equal opportunity employer.

Helping communities better plan the wildland-urban interface | www.planningforwildfire.org

2-20-18
5 B

RESOLUTION NO. 2018-09

**RESOLUTION OF INTENT TO ESTABLISH
BUSINESS IMPROVEMENT DISTRICT NO. 8**

WHEREAS, the City of Deadwood has received a recommendation by the Board of Business Improvement District No. 8 pursuant to SDCL 9-55 as amended, requesting the City of Deadwood adopt a Resolution of Intent to establish a Business Improvement District and impose an occupational tax on the transient guests of hotels and motels within the City of Deadwood; and

WHEREAS, it appearing to the City of Deadwood that the proposed district is being created to fund some or all of the following public projects and activities from May 1, 2018 through May 1, 2019:

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.

NOW THEREFORE, BE IT RESOLVED by the City of Deadwood that the City hereby declares its intent to establish Business Improvement District No. 8, with the boundaries of District No. 8 to be the following lodging properties in the city limits of Deadwood, and any lodging establishments not listed but which 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:

NAME

BUSINESS ADDRESS

Cadillac Jack's/Doubletree
By Hilton

360 Main Street

Deadwood Mountain Grand/ Holiday Inn Resort	1906 Deadwood Mountain 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

BE IT FURTHER RESOLVED that the City of Deadwood declares its intent to establish an occupational tax levy to be imposed on transient guests renting rooms in the above-described hotels and motels or lodging establishments. The amount of the tax shall be Two Dollars (\$2.00) per occupied room per night, which shall not apply or 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 method for raising revenue shall be fair and equitable.

The total estimated or proposed costs for the above projects and activities is projected to be Three Hundred Thousand Dollars (\$300,000.00) with the revenues from this occupancy tax upon rooms rented to transient guests by lodging establishments to fund some or all of the above projects and activities; and

BE IT FURTHER RESOLVED that a hearing shall be held before the Deadwood City Commission on Monday, April 2, 2018 at 5:00 p.m. at the City Commission Chambers located at 102 Sherman Street, in the City of Deadwood, to consider the establishment of Business Improvement District No. 8 and the imposition of a Two Dollar (\$2.00) per room rented occupancy tax on

transient guests for rooms rented by the above lodging establishments.

The City Finance officer shall give notice of this hearing by mailing a complete copy of this Resolution of Intent to each owner and user of space in all lodging establishments or hotel or motel businesses located within the proposed Business Improvement District No. 8 at least thirty (30) days prior to the public hearing.

Dated this 20th day of February, 2018.

CITY OF DEADWOOD

Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

2-20-18
50

BY-LAWS
FOR
HOTEL/MOTEL BUSINESS IMPROVEMENT DISTRICT #8

ARTICLE I.

NAME AND PURPOSE

The hotels/motels within the City of Deadwood are proposing the formation of Deadwood Business Improvement District #8 for the purpose of generating funds pursuant to SDCL 9-55, as amended, for purposes allowed under SDCL 9-55-3, within the City of Deadwood.

ARTICLE II.

MEMBERSHIP AND BUSINESS IMPROVEMENT DISTRICT BOARD

Members of the Business Improvement District shall consist of all persons or businesses paying assessments or occupation taxes levied by the Business Improvement District. Every member shall also serve as a member of the Business Improvement District #8 Board, which board shall consist of no less than five (5) voting members. The persons who serve as members on this Board shall be elected at the Annual Meeting of the Business Improvement District. Exhibit A, attached hereto and made a part hereof, sets forth the initial voting members.

Members and such elected persons' names shall be submitted to the Mayor, with the approval of the Deadwood City Commission, for appointment. Such board members serving at the time these bylaws are adopted shall elect from their number two voting board members to serve a term of three years and two voting board members to serve a term of two years. Any remaining board members shall serve a term of one year. Thereafter, all voting board members shall serve a term of three years. There shall be no limit to the number of terms a voting board member may serve (SDCL 9-55-6).

Vacancies shall be filled by the Mayor, with the approval of the Deadwood City Commission, upon recommendation by the Business Improvement District members by election at a Business Improvement District membership meeting.

Ex-Officio Board Members

In addition to the voting Board members, the Mayor of the City of Deadwood, with the approval of the city commission of the City of Deadwood, shall appoint a city representative (i.e. either the Mayor or a City Commissioner) as an ex-officio board member to serve, without the power to vote, as an advisor to the voting board on matters involving the purposes of the Business Improvement District.

The Mayor of the City of Deadwood, with the approval of the city commission of the City of Deadwood, may also appoint a representative of the city planning and zoning, as an ex-officio board member to serve, without the power to vote, as an advisor to the voting board on matters involving the purposes of the Business Improvement District.

The President of the Deadwood Chamber of Commerce, with approval of the board of directors of the chamber, may also appoint a representative of the chamber as an ex-officio board member to serve, without the power to vote, as an advisor to the voting board on matters involving the purposes of the Business Improvement District.

The President of the Deadwood Historic Preservation Commission, with approval of the board of directors of the Deadwood Historic Preservation Commission, may also appoint a representative of the HPC as an ex-officio board member to serve, without the power to vote, as an advisor to the voting board on matters involving the purposes of the Business Improvement District.

The President of the Deadwood Gaming Association, with approval of the board of directors of the DGA, may also appoint a representative of the DGA as an ex-officio board member to serve, without the power to vote, as an advisor to the voting board on matters involving the purposes of the Business Improvement District.

There shall be no limit to the number of terms an ex-officio member may serve.

ARTICLE III.

OFFICERS

The officers of the Business Improvement District shall consist of a chairperson, vice-chairperson, and secretary to be elected by the Business Improvement District Board of Directors for (1) year terms. Such election shall be held at the first meeting of the Board of Directors following the appointment of the board by the mayor and City Commission. Vacancies of any office shall be filled by the Board of Directors. In order to be an officer and/or board member, one must be an Owner, General Manager, or an authorized Owner-representative with decision-making authority. Any actions taken by an authorized owner-representative acting as a voting board member shall be binding on the principal.

The chairperson shall preside at all membership and Board of Directors meetings. The chairperson may call meetings of the Business Improvement District and may appoint members of the Business Improvement District to sub-committees established by the Board of Directors or members. The vice-chairperson shall perform all of the duties of the chairperson in the absence of the chairperson. A secretary or his/her designate shall prepare and keep minutes and records of all Business Improvement District meetings and proceedings.

ARTICLE IV.

MEETINGS AND NOTICE OF MEETINGS

Membership meetings shall be held at times specified upon written or electronic notice, to all Business Improvement District members at least three (3) business days before the meeting. The Annual Meeting of the membership shall be held each year during the month of April. Meetings of the Board of Directors may be held at any time upon three (3) business day's written or electronic notice. The above notwithstanding, if five (5) or more members/board members request a membership or board meeting in writing with the chairperson, then the chairperson shall call said meeting by giving written or electronic notice, to all Business Improvement District members/board members at least three (3) business days before the meeting.

ARTICLE V.

QUORUM AND VOTING PROCEDURES

Forty percent (40%) of the members of the Business Improvement District shall constitute a quorum for the purpose of taking action at membership meetings. Forty percent (40%) of the Board of Directors shall constitute a quorum for the purpose of taking action at Board of Directors meetings.

Members/board members shall have one (1) vote for every registered hotel/motel property, (i.e. initially, this is each of the thirteen (13) hotel/motel properties that signed a petition to create this Business Improvement District #8 and are set forth in Exhibit A) which hotel/motel property must actually be usable as such and available for rent, at all elections or votes by members/board members.

Any person casting a vote for any member/board member must be personally present at a meeting and must be (1) an owner; (2) an authorized owner-representative of the hotel/motel owner; or (3) must have a written proxy signed by the owner. Any member may request a written ballot on any issue or election and procedures shall be established to ensure compliance with this Article. The simple majority of votes cast at membership meetings and Board of Directors meetings shall be required to pass or take affirmative action on any issue or Ballot.

For example, taking the thirteen (13) hotel/motel properties included on Exhibit A, the properties eligible to vote are the thirteen (13) hotel/motel properties listed, with each hotel/motel property participating in collecting funds per this Business Improvement District #8 eligible to cast one vote. Thus in this example, thirteen (13) votes at most could be cast on a particular motion made by the Board, assuming owners or representatives of each eligible hotel/motel property were present either in person or by proxy.

Notwithstanding anything herein to the contrary, and pursuant to and additional to SDCL 9-55-10, any bonds that are payable from the proceeds of the hotel and motel room general occupation tax

may only be issued and sold if at least two-thirds (2/3rds) of the hotel and motel properties in the proposed district approve in writing of the issuance and sale of the bonds.

For purposes of this Business Improvement District, Bed and Breakfast establishments and campgrounds are specifically excluded from the definition of a hotel/motel and, as such, shall not be subject to collection and/or payment of the assessments or occupation taxes levied by said District. For purposes of this Business Improvement District and any meetings held therefore, Roberts Rules of Order will be followed.

Meetings Open to the Public

Subject to the provisions of Section 2.10, meetings of the Board must be open to the public (source: SDCL 1-25-1). Any minutes of Board meetings shall be available for inspection by the public at all times at the principal place of business of the Business Improvement District #8 (source: SDCL 1-25-3).

ARTICLE VI.

Amendments

These by-laws may be amended by a two-thirds (2/3rd) vote of the registered hotel/motel properties.

Upon motion duly made, sealed and carried, these By-Laws were adopted at a meeting of the Business Improvement District #8 held on the 9th day of FEBRUARY, 2018.

Maria Fusin date 2/9/18
Secretary

[Signature] date 2/9/18
Chairperson

Charles Durbin date 2-9-18
Mayor of City of Deadwood

Attest: Mary Nelson date 2/9/18
Finance Officer of City of Deadwood

EXHIBIT A

Names of Voting Board Member Properties

1. Cadillac Jack's/Doubletree by Hilton
2. Deadwood Mountain Grand/Holiday Inn Resort
3. Deadwood Station
4. First Gold Hotel
5. Gold Country Inn
6. Holiday Inn Express
7. Hotel by Gold Dust
8. Silverado/Franklin
9. SpringHill Suites by Marriott
10. The Lodge at Deadwood
11. Tin Lizzie/Hampton Inn
12. Travelodge Inn & Suites
13. Tru Hotel by Hilton



2-20-18
5 E

Mike Rodman
Executive Director
501 Main Street
Deadwood, SD 57732
605.717.0044

2-08-2018

Deadwood City Commissioners-

Please consider this request to add the Sturgis Rally to the roster of special events for 2018. The dates for this year's rally are August 3rd-August 12th, 2018.

The Deadwood Business Club and the Deadwood Gaming Association have distributed copies on the Deadwood Banner Ordinance to the business community and will continue to communicate to them the proper rules to follow as it relates to the proper display of banners during the 2018 Sturgis Rally.

Our organizations and the entire Deadwood business community are committed to working with the city to present the proper image of Deadwood during this important event in our community.

Thank you for your consideration.

Sincerely,

Mike Rodman, Executive Director
Deadwood Gaming Association

Randy Nelson, President
Deadwood Business Club

2-20-18
6 A

**AGREEMENT BETWEEN THE CITY OF DEADWOOD AND
DEADWOOD AREA CHAMBER OF COMMERCE AND VISITORS BUREAU**

THIS AGREEMENT is by and between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 102 Sherman Street, Deadwood, South Dakota 57732, hereinafter referred to as "CITY," and DEADWOOD AREA CHAMBER OF COMMERCE AND VISITORS BUREAU, A South Dakota non-profit corporation, with its principal place of business located at 767 Main Street, Deadwood, SD 57732, hereinafter referred to as "CHAMBER;"

WHEREAS, the parties have agreed that CHAMBER shall provide marketing, application assistance, facilities coordination and management services for the CITY'S Event Complex for 2017; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions for which CHAMBER shall provide the services set forth above; and

WHEREAS, the CITY has accepted the proposal from CHAMBER and provides compensation in an amount not to exceed Twenty-two Thousand Four Hundred Twenty-five and no/100s Dollars (\$22,425.00) per calendar year.

The parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. CHAMBER shall provide facilities management and marketing services for the Deadwood Event Complex as described below for the 2018 and 2019 calendar years, beginning January 1, 2018 and ending December 31, 2019;
3. CHAMBER shall provide marketing services for the marketing of the Deadwood Event Complex, including, but not limited to: marketing expertise; create/develop/update website; marketing plan; printed marketing pieces; and a quarterly written report regarding activities and results.

4. CHAMBER shall provide rental application assistance for the Deadwood Event Complex, including but not limited to: assistance to applicants; review of application for completeness; ensure necessary fees are submitted with application; respond to applicant inquiries; present application and event details to Safety Committee and City Commission;
5. CITY will provide checklist to applicant which may include a background check if desired by CITY and/or CHAMBER.
6. CITY's representative will contact applicant regarding approval or denial of the application.
7. CITY representative will handle any complaints, concerns or questions regarding denial of an application and will determine if applicant can re-apply.
8. CHAMBER reserves the right to recommend denial of certain applications it deems unfit.
9. CHAMBER shall act as: primary contact for inquiries on usage of Deadwood Event Complex, and for user during events; liaison to CITY for coordination of master calendar for entire complex; and primary contact with concessionaire as to events requiring concessionaire services.
10. CITY will provide CHAMBER with a list of on-call CITY personnel during event times.
11. As part of its event complex management, CHAMBER shall: conduct a walk-through with the applicant prior to the event to document conditions; conduct a walk-through with the applicant after the event to document condition of the premises; document any damage, ordinance violations and other issues and report to CITY; and assist user in exit procedure to receive deposits paid.
12. Either party may terminate this agreement by providing the other party with thirty (30) days' notice, in writing, and served upon the other party;
13. CHAMBER shall indemnify, defend and hold CITY harmless from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expenses including attorney fees arising out of or in connection with any conduct or work of CHAMBER as set forth in this agreement;
14. CHAMBER shall comply with all state, federal, and local statutes or ordinances concerning labor laws, workman's compensation, and building code provisions;
15. In the event of significant changes to the scope of services or changes in the services provided that require additional hours and are subject to price changes,

2-20-18
6B

REPORT OF APPRAISERS
FOR CITY OF DEADWOOD SURPLUS PROPERTY

The undersigned hereby state that they have been appointed by City Commission for the City of Deadwood, South Dakota, to appraise the value of **Nautilus 4000 Weight Machine**, which the City Commission has determined to be surplus property by resolution on February 5, 2018. The undersigned further state that they are real property owners situated within the City of Deadwood as prescribed by SDCL 6-13-2.

The value of the above asset is estimated at _____ and should thereby be advertised twice in official newspaper and sold to highest bidder, either by auction or sealed bid.

OR

The value of the above asset is estimated at \$500.00 or less and maybe sold or destroyed without notice.

Brett Runge 2/8/2018
Brett Runge

Mark S. Speirs Mark Speirs 2/8/18

Tony Biesiot 2/7/18
Tony Biesiot



2-20-18
6C

November 22, 2017

Mr. Ron Green
City of Deadwood, SD
62 Dunlap
Deadwood, SD 57732

Dear Mr. Green:

RE: Addendum to Contract for Service Contract with Utility Service Co., Inc.

This letter agreement shall serve as an addendum to the Water Tank Maintenance Contract ("Original Contract") described as follows:

Original Contract Date	Tank Name	Gallons	Type	Tank#	Customer #
20-Sep-16	McGovern Tank	400,000	GST	135896	161979
20-Sep-16	McGovern Tank 2	500,000	GST	135897	161979

The following clarification shall be added to the Original Contracts as follows:

MIXER MAINTENANCE

The Company shall furnish engineering and inspection services related to the mixing system during the term of the contract. *The Company shall repair and/or replace the mixing system in the event there is any failures with the current mixing system.*

I appreciate this opportunity and look forward to working with you in the future.

Sincerely,

Kirt L. Ervin, P.E.
Vice President, Central Region

City of Deadwood, SD

Authorizing Signature: _____ Title: _____

The above signatory certifies that he or she is duly authorized to sign this Addendum on behalf of the entity(ies) represented.

Printed Name: _____ Date: _____

P.O. BOX 227
68 SHERMAN ST., STE 213
DEADWOOD, SD 57732



2-20-18
6D
DIRECTOR (605) 722-8889
FAX (605) 722-8888
E-MAIL marlene@lmcteencourt.com

February 12, 2018

Deadwood City Commission
ATTN: Mary Jo
Sherman St.
Deadwood, SD 57732

Bed/Bugle 209-4980-429 4,250 —
Police 101-4210-422 4,250 —
my

RE: Budget release

Dear Mary Jo:

I am writing this letter to request that the 2018 budget stipend from the City of Deadwood to the Lawrence County Teen Court be disbursed at this time. Should you need anything further, please contact me. Thank you so much, Mary Jo.

Sincerely,

Marlene Todd
Teen Court Director

MRT:mt
Cc: file

2-20-18
CE

**CITY OF DEADWOOD
RESOLUTION 2018-08
A RESOLUTION SETTING FORTH FEES FOR PARATRANSIT SERVICES
IN THE CITY OF DEADWOOD**

WHEREAS, the City of Deadwood offers paratransit service to its residents for medical appointments as well as other transportation services for those who need assistance within the community, available Monday through Friday from 7:00 a.m. to 4:00 p.m., scheduled 24 hours in advance for rides originating in Deadwood by calling the Trolley Manager at 605-578-2622, and

WHEREAS, City Ordinances require charges for services to be established by resolution;

NOW THEREFORE BE IT RESOLVED THAT the City of Deadwood hereby establishes the following fees for paratransit services for Deadwood residents, with payment to be made by exact change or check:

Passengers 60 and Older

Deadwood to Deadwood	No Charge
Deadwood to Lead	No Charge
Deadwood to Spearfish	\$10.00 per trip
Deadwood to Sturgis/Ft Meade	\$10.00 per trip
Deadwood to Rapid City	\$15.00 per trip

Passengers Under 60

Deadwood to Deadwood	\$2.50 per trip
Deadwood to Lead	\$2.50 per trip
Deadwood to Spearfish	\$10.00 per trip
Deadwood to Sturgis/Ft. Meade	\$10.00 per trip
Deadwood to Rapid City	\$15.00 per trip

A Trip is defined as one way.

Dated this 20th day of February, 2018.

Charles M. Turbiville
Mayor

ATTEST:

Mary Jo Nelson

Finance Officer

(seal)

2-20-18
6 F

DATE: February 16, 2018

TO: Mayor Turbiville and City Commission

FROM: Mary Jo Nelson, Finance Officer

Below is a draft of the proposed addition to employee policy manual. In order to maintain confidentiality, Assistant Finance Officer Ronda Morrison will have access to the database, with results available to department head only by viewing online in her office. I would be given access in her absence. Vigilant Business Systems will not conduct an investigation without a signed release from the prospective employee, as required by Federal Credit Reporting Act. Please give me a call if you have any questions.



Policy 4-RECRUITMENT, SELECTION AND PROMOTION

4.10

Pre-employment Drug Testing

All applicants who seek employment with the City of Deadwood will be required to submit to pre-employment drug testing . A conditional offer is contingent upon a negative drug test.

4.11

Background Investigation

Applicants who seek employment with the City of Deadwood may be required to submit to a background investigation, used to determine suitability for employment. This may include sex and violent offender registry, criminal history, license verification, employment verification, educational verification, professional and personal verification, criminal history and/or credit history. The candidate must sign an appropriate release for the background check. The Finance Office shall gather background information on the applicant in compliance with the Federal Fair Credit Reporting Act. No employment decisions will be based on a person's race, national origin, color, sex, religion, disability, genetic information or age. The same standards will be applied to everyone.

Upon completion of the background investigation, appropriate and authorized City personnel shall evaluate the information obtained. Applicants will be provided an opportunity to explain or correct negative results of the background check.

2-20-18
6 J

Parking Agreement

THIS AGREEMENT effective the ____ day of _____, 2018, by and between the Lead-Deadwood School District #40-1, hereinafter referred to as the **SCHOOL** and the City of Deadwood, hereinafter referred to as the **CITY**.

WHEREAS the **SCHOOL** and the **CITY** are desirous of entering into an agreement where the **SCHOOL** shall be permitted the exclusive use of parking spaces located in the Pavilion Parking Lot at 767 Main Street, Deadwood, SD 57732 owned by the **CITY**, now therefore, it is mutually understood by and between parties hereto as follows:

SECTION 1

The **CITY** agrees to permit the **SCHOOL** the exclusive use of 35 parking spaces during the hours of 7:00 am until 5:00 pm on student contact days and staff in-service days; the exclusive use commences two days before the start of the school year and ends two days after the last day of the school year.

SECTION 2

The **CITY** agrees to maintain the Pavilion Parking Lot in a safe and usable condition. It is agreed between the parties that in the event the complex should become unsafe, inaccessible, unusable, or inoperable, through no fault of the **CITY**, the **CITY** will not be in breach. If vehicles, trailers, trucks, or busses occupy the exclusive parking spaces, the **CITY** shall coordinate removal of the vehicles.

SECTION 3

The **SCHOOL** agrees to indemnify and hold the **CITY** harmless from all liabilities, claims, demands, actions or causes of action in any way arising out of the **SCHOOL'S** use of Pavilion Parking Lot. The **SCHOOL** agrees to list the **CITY** as an additional insured party with the **SCHOOL'S** insurance carrier. The **SCHOOL** also agrees to provide the **CITY** with a certificate of said insurance showing the **CITY** as additional insured in the amount not less than one million dollars (\$1,000,000). This certificate shall be provided to the **CITY** before the **SCHOOL'S** use shall commence.

SECTION 5

The **SCHOOL** agrees to pay the **CITY** a one-time fee of \$50,000 no later than August 1, 2018 to help with the razing of the Pavilion and the construction of a parking lot in exchange for exclusive use of said parking spaces. The **CITY** agrees that there will be no compensation owed for the exclusive parking for the **SCHOOL** for a period of twenty years, at which time the **CITY** and the **SCHOOL** may renegotiate the agreement.

SECTION 6

The **CITY** is responsible for repairs, upkeep, and maintenance of parking lot as well as trash clean up, removal, and dumpster service. The **SCHOOL** agrees to be in charge of snow removal.

IN WITNESS WHEREOF, the said parties do here to subscribe their names and affix their seals:

CITY OF DEADWOOD

By: _____
Chuck Turbiville, Mayor

ATTEST:

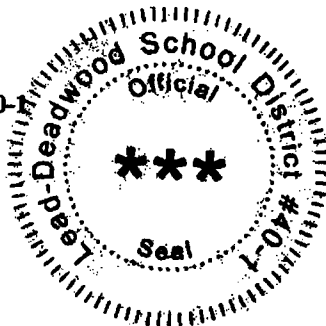
Mary Jo Nelson, Finance Officer

LEAD-DEADWOOD SCHOOL DISTRICT 40-1

By: _____
Dan Leckvold, Superintendent

ATTEST:

Margie Rantapaa, Business Manager



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



2-20-18
6K-6M
DEADWOOD CITY HALL
102 Sherman Street
Telephone (605) 578-2600

MEMORANDUM

Date: February 16, 2018
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: **2018 City of Deadwood Archives Projects - Permission to enter into Agreements**

The City Archives is requesting permission to enter into contracts with the following people and/or organizations as part of the 2018 Archives budgeted projects. These projects will be completed by December 31, 2018.

- Oral History Project – Dr. Robert Campbell, Spearfish, SD
 - 10 transcribed oral histories
 - COST: \$6,750.00
- City of Deadwood's Justice Dockets, (1946 to 1976) – Don Toms, Lead, SD
 - 20 ledgers
 - COST: \$8,000.00
- Development of Traveling Exhibit on James Butler Hickok Collection – Siouxland Heritage Center, Sioux Falls, SD
 - seven (7) retractable exhibit banners
 - COST: \$6,500.00

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

Recommended Motion:

Move to enter into a contract with Dr. Robert Campbell for Oral History Projects; Don Toms for City of Deadwood Justice Dockets and Siouxland Heritage Center for development of traveling exhibit of Butler Hickok Collection.

2-20-18
6K

2018 TRAVELING WILD BILL EXHIBIT CONTRACT

This AGREEMENT is between the City of Deadwood-Archives, Deadwood, South Dakota a department of the City of Deadwood (hereinafter referred to as “**ARCHIVES**”) and Siouxland Heritage Museums, 200 W. 6th Street, Sioux Falls, SD 57104 (hereinafter referred to as “**INDEPENDENT CONTRACTOR**”).

The parties hereto desire to enter into an agreement whereby the **INDEPENDENT CONTRACTOR** agrees to provide pull up panels focusing on the history of Wild Bill in Deadwood to the **ARCHIVES**. The parties agree that this contract shall be the **INDEPENDENT CONTRACTOR’S** responsibility to provide her own office space and equipment and pay her own Social Security and insurance. The **INDEPENDENT CONTRACTOR** will submit for the completed project seven (7) one-sided retractable laminated banners, including travel case and soft cases for payment to the **ARCHIVES**. The finished banners and traveling case, notes, and documentation associated with this project shall become property of the City of Deadwood. Banner topics will be selected by the **ARCHIVES**.

ARCHIVES will reimburse the **INDEPENDENT CONTRACTOR** at the rate of Six-Thousand Five Hundred Dollars (\$6,500.00) upon completion of the project. It is anticipated by the parties that **INDEPENDENT CONTRACTOR** shall complete the seven (7) one-sided retractable laminated banners by December 31, 2018 for the total sum of Six Thousand Five Hundred Dollars (\$6,500.00). The **ARCHIVES** will pay for no more than seven (7) one-sided retractable laminated banners. **INDEPENDENT CONTRACTOR** may not subcontract any portion of this contract or any portion of the work.

Copyright for the Wild Bill Panels shall belong to **ARCHIVES**. Copyright for all text and images on the panels shall also belong to **ARCHIVES**. The **INDEPENDENT**

CONTRACTOR agrees to print a copyright notice in each panel if required to obtain protection under United States law and any applicable international conventions.

ARCHIVES may terminate this contract for cause upon a five (5) day written notice.

INDEPENDENT CONTRACTOR may terminate this contract for any reason upon thirty (30) day written notice. In performance of this work hereunder, **INDEPENDENT CONTRACTOR** is an independent contractor and shall not be construed as creating a relationship of principal and agent, or employer and employee between the **ARCHIVES** and **INDEPENDENT CONTRACTOR**. The **INDEPENDENT CONTRACTOR** shall not have any authority to hire any person on behalf of the **ARCHIVES** or to charge any amounts at any place to the **ARCHIVES**.

INDEPENDENT CONTRACTOR hereby indemnifies, defends and holds harmless **ARCHIVES**, its employees and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, deaths, demands, damages, liabilities, interest, attorney's fees, court and other costs and expense of any kinds or character including without limitation all claims, damages, and liability of any type related to injury or death to any person or damages to any property before or after completion of the work in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claim to be caused, occasioned or contributed in whole or in part through any act or omission, fault, or neglect, active or passive, with the **INDEPENDENT CONTRACTOR** or anyone acting under the **INDEPENDENT CONTRACTOR'S** direction, control, or on **INDEPENDENT CONTRACTOR'S** behalf in connection with or incident to the work or otherwise.

This agreement and the rights and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota.

Dated this _____ day of _____, 2018.

By Charles Turbiville, Mayor

Mary Jo Nelson
City Finance Officer

Dated this _____ day of _____, 2018.

By: _____

Its: _____

State of South Dakota)
) SS
County of)

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

Notary Public
My Commission Expires: _____

2-20-18
6 L

**CONTRACT BETWEEN CITY OF DEADWOOD AND
DONALD TOMS**

This Agreement is between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 108 Sherman Street, Deadwood, South Dakota 57732, on behalf of its Archives department (hereinafter referred to as "CITY") and DONALD TOMS of Lead, South Dakota (hereinafter referred to as "TOMS").

WHEREAS, TOMS; has agreed to index the City of Deadwood's Justice Dockets, (1946 to 1976) as related to the history of Deadwood and Lawrence County, South Dakota; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions for which TOMS shall perform the services; and

WHEREAS, the CITY has accepted the proposal from TOMS for an amount not to exceed Eight Thousand and No/100ths Dollars (\$8,000.00); and

WHEREAS, the CITY has accepted the proposal from TOMS, based upon the representations made above, the parties agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. TOMS shall index City of Deadwood Justice Dockets, (1946 to 1976) as part of the 2018 indexing project of the CITY's Archives Department.
3. The parties agree that it is TOMS' responsibility to comply with all local and state laws relating to workmen's compensation, register, report, and pay all necessary taxes and insurance including, but not limited to Social Security, FICA, Unemployment Insurance, comply with the Equal Employment Opportunities Act.
4. TOMS shall provide his own office space, equipment and materials to meet the requirements of this agreement.
5. TOMS shall create and provide CITY with one (1) digital copy of the transcribed materials along with the original files in good working order.

6. TOMS shall submit one (1) voucher for each completed indexed ledger for payment to CITY. All materials and vouchers shall become the property of CITY.
7. Copyright for the index the City of Deadwood's Justice Dockets, (1946 to 1976) as related to the history of Deadwood and Lawrence County, South Dakota shall belong to **CITY**. Copyright for all digital copies of the transcribed materials along with original files shall also belong to **CITY**.
8. TOMS may not subcontract any portion of this contract or any portion of the work.
9. Either party may terminate this agreement upon providing the other party thirty (30) days notice in writing and served upon the other party via certified mail.
10. TOMS is an independent contractor and this contract shall not be construed as creating any type of relationship including but not limited to, principal and agent or employer and employee between CITY and TOMS. TOMS does not have authority to hire any person on behalf of CITY.
11. TOMS shall indemnify, defend and hold harmless CITY, its employees and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expense including attorney's fees arising out of or in connection with any conduct or work of TOMS as set forth in this agreement.
12. The amount of Eight Thousand and No/100ths Dollars (\$8,000.00) shall be due to TOMS upon completion of the indexing;
13. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota.
14. This Agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

**CONTRACT BETWEEN CITY OF DEADWOOD AND
ROBB CAMPBELL, INDEPENDENT CONTRACTOR**

This Agreement is between the CITY OF DEADWOOD, a municipal corporation with its principal place of business located at 108 Sherman Street, Deadwood, South Dakota 57732, on behalf of its Archives department (hereinafter referred to as "CITY") and Robb Campbell of 311 Canyon View Lane, Spearfish, South Dakota 57783 (hereinafter referred to as "CAMPBELL").

The purpose of this Contract is to set forth the terms and conditions of the agreement between CITY and CAMPBELL for services related to the production of oral histories, focusing on the development of limited gaming or other subjects related to the history of Deadwood, Lawrence County, South Dakota.

The parties desire to enter into an agreement whereby CAMPBELL agrees to create and provide to CITY ten (10) oral histories; and

CAMPBELL has the experience and expertise to produce the oral histories.

Based upon the representations and understanding of each party, CITY and CAMPBELL agree as follows:

1. The Recitals set forth above are herein incorporated and made part of this Agreement;
2. The parties agree it is CAMPBELL'S responsibility to comply with all local and state laws relating to workmen's compensation, register, report, and pay all necessary taxes and insurance including, but not limited to Social Security, FICA, Unemployment Insurance, and comply with the Equal Employment Opportunities Act.
3. CAMPBELL shall provide his own office space, equipment and materials to meet the requirements of this agreement.
4. CAMPBELL shall create and provide CITY with ten (10) completed oral histories and one (1) copy of the transcribed interview, interview recordings and an oral history release form by December 31, 2018.
5. Upon completion of each oral history, CAMPBELL shall provide CITY one copy of the transcribed interview, interview recordings, and oral history release form, and vouchers for work completed.

6. CAMPBELL shall remain solely responsible for the content and accuracy of the transcriptions.
7. CITY shall pay CAMPBELL the sum of Six Hundred Seventy-five and no/100s Dollars (\$675.00) per each completed oral history, for a total not to exceed Six Thousand Seven Hundred Fifty and no/100s Dollars (\$6,750.00), for work completed and this amount cannot be exceeded unless change orders are agreed upon in writing by both parties;.
8. Prior to scheduling any oral histories, the CITY shall select the interview subjects.
9. With the sole exception of the typing of transcriptions of interviews, CAMPBELL may not subcontract any portion of this contract or any portion of the work.
10. No further changes or additional work will be approved by the CITY, unless approved in writing by both parties;
11. Copyright for the oral histories shall belong to **CITY**. Copyright for all transcribed interviews, interview recordings, and oral history release form shall also belong to **CITY**.
12. Either party may terminate this agreement upon providing the other party with thirty (30) days notice in writing and served upon the other party via certified mail; however within one (1) week of such notice, CAMPBELL shall provide to CITY all original documents produced at that time.
13. CAMPBELL is an independent contractor and this contract shall not be construed as creating any type of relationship including but not limited to, principal and agent or employer and employee between CITY and CAMPBELL. CAMPBELL does not have authority to hire any person on behalf of CITY.
14. CAMPBELL shall indemnify, defend and hold harmless CITY, its employees and authorized representatives from and against any and all suits, claims, actions, legal and administrative proceedings, demands, damages, liabilities, costs and expense including attorney's fees arising out of or in connection with any conduct or work of CAMPBELL as set forth in this agreement.
15. This agreement and the rights and obligations of the parties shall be interpreted, construed and enforced in accordance with the laws of the State of South Dakota.
16. This agreement constitutes the entire agreement of the parties on its subject. There are no other terms, conditions or understandings of any kind, expressed or implied.

[signatures and acknowledgments on following page]

Dated this _____ day of _____, 2018.

CITY OF DEADWOOD

By: _____
Charles M. Turbiville, Mayor

ATTEST:

Mary Jo Nelson
City Finance Officer

Dated this _____ day of _____, 2018.

Robb Campbell, Independent Contractor

State of _____)
) SS
County of _____)

On this ____ day of _____, 2018, before me, the undersigned officer, personally appeared Robb Campbell, Independent Contractor, known to me or satisfactorily proven to be the person whose name is subscribed to the within 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: _____

6-20-18
6 P

RESOLUTION 2018-10
LEASE NO. 003-0734571-301
DATED AS OF JANUARY 8, 2018

A resolution authorizing the negotiation, execution, and delivery of Lease No. 003-0734571-301 dated January 8, 2018 (the "Lease"), in principal amount not to exceed \$150,801.75, between City of Deadwood, 102 Sherman Street, Deadwood, SD 57732 and TCF Equipment Finance, a division of TCF National Bank, 11100 Wayzata Blvd, Suite 801, Minnetonka, MN 55305; and prescribing other details in connection therewith.

WHEREAS, City of Deadwood, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of South Dakota; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, TCF Equipment Finance, a division of TCF National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF City of Deadwood:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the _____ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of South Dakota.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

CERTIFIED AS TRUE AND CORRECT this ____ day of _____, 20__.

Signature of Clerk, Secretary or Assistant Secretary

Printed Name of Clerk, Secretary or Assistant Secretary

2-20-18
7A

BID TAB			
February 15, 2018 2:00 p.m.			
Bids for City Grandstands Repair			
<u>Contractor</u>	<u>Bid Bond</u>	<u>Amount</u>	<u>Addendum 1 & 2</u>
Aspen Ridge Lawn & Landscape	X	\$ 26,074.76	X
Rocking Tree Landscape	X	\$ 49,994.00	X
Del Maynard dba Lakota Source	X	\$ 48,720.00	X
Staff Present:			
Mary Jo Nelson			
Bob Nelson Jr.			
Also Present:			
Mike Sliper with Aspen Ridge Lawn & Landscape			

2-20-18
8A

**NOTICE OF PUBLIC HEARING
FOR WILD BILL DAYS
STREET CLOSURES, RELAXATION OF OPEN CONTAINER ORDINANCE
AND REQUEST WAIVER OF VENDOR, BANNER FEES**

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held February 20, 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 Requests:

Dock Dogs: Main Street from Deadwood to Pine Street starting at 9:00 a.m. on Thursday, June 14 and will remain closed through Saturday, June 16, 2018 at 10:00 p.m.

Concerts: Main Street closed from Wall to Deadwood Street starting on Thursday, June 14 at 2:00 p.m. and will remain closed through Sunday, June 17, 2018 at 2:00 a.m.

Open Container Requests:

Friday, June 15, 2018: Relaxation of Open Container Ordinance on Main Street from Four Aces to Masonic Temple, Broadway St from Wall to Shine. Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to 83 Sherman Street from 5:00 p.m. to 10:00 p.m.

Saturday, June 16, 2018

Saturday, June 16, 2018: Relaxation of Open Container Ordinance on Main Street from Four Aces to Masonic Temple, Broadway St from Wall to Shine. Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to 83 Sherman Street from Noon to 10:00 p.m.

Request to Waive Vendor Fee and Allow Vending on Public Property:

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 for Wild Bill Days June 15 & 16, 2018 for the following non-profits: Deadwood Chamber and Northern Hills Alliance for Children.

Main Street:

Motorcycle parking on Main Street from Wild Bill Bar to Belle Joli Winery, northwest side only, noon to 10 p.m. Friday June 15 and Saturday June 16, 2018.

Request to Waive Banner Fee:

Friday & Saturday, June 15 & 16, 2018 for Dock Dogs banners

Use of Public Property

Allow the use of public property for Deadwood's Annual Midnight Cowboy 5K Run Saturday June 16, 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 5th day of February, 2018.

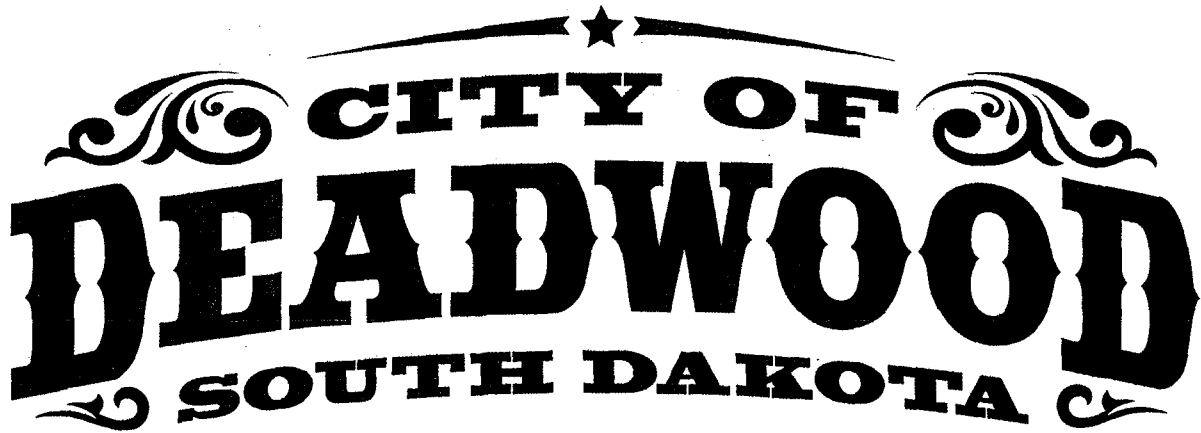
CITY OF DEADWOOD


Mary Jo Nelson, Finance Officer

Publish BH Pioneer: February 8, 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**

WILD BILL DAYS 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 WILD BILL DAYS

Event Title: WILD BILL DAYS

Event Date(s): 6-15+16-18
(month, day, year)

Total Anticipated Attendance: 10,000

(# of Participants _____ # of Spectators _____)

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

Location / Staging Area: MAIN ST, TRAIL

Set up/assembly/construction Date: JUNE 14th Start Time: 2 AM (PM)

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

STREET CLOSURE / WALL - DEADWOOD JUNE 14th 2pm STAGE
" " DEADWOOD - PINE JUNE 14th 9am DOCK DOGS

Dismantle Date: JUNE 17th Completion time: 2 (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:

WALL TO PINE / TO INCLUDE ALL SIDE STREETS

- 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 OF COMMERCE

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) 863-1249 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: N/A

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

Contact person "on site" day of event or facility use SARAH ANDERSON Pager/Cell #: 605-863-1249
(Note: This person must be in attendance for the duration of the event and immediately available to city officials)

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

FEES / PROCEEDS / REPORTING

NO
☒

YES
☐

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

☒

☐

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

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:

DOCK DOGS JUNE 15-16 STREET CLOSURE - DEADWOOD - PINE
JUNE 14th 9 AM - OPEN JUNE 16th 10pm

CONCERTS: - JUNE 15-16 STAGE SET UP

STREET CLOSURE - WALL TO DEADWOOD JUNE 14th 2pm

REOPEN JUNE 17 @ 2 AM

GOLD PANNING / SLUICE DEMO (FRONT OF GOLD DUST) JUNE 15-16

DEADWOODS 4th ANNUAL MIDNIGHT COWBOY RUN (SK)

FRI JUNE 15th SAME ROUTE (NORTHERN HILLS ALLIANCE)

REQUEST OPEN CONTAINER ZONE 1+2 JUNE 15-16 NOON-10PM

WILD BILL MOTORCYCLE CLASSIC

REQUEST TO PARK MOTORCYCLES IN FRONT OF WILD BILL BAR
TO BELLE JOLI Winery JUNE 15+16 NOON-10PM

REQUEST TO USE OF BIKE PARKING SPOTS IN LOWER MAIN LOT
FRI + SAT 15th + 16th

REQUEST TO WAIVE DOCK DOG BANNERS / SPONSOR BANNERS
REQUEST TO WAIVE VENDOR FEE FOR BAND MERCH

2-20-18
8 B

**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 February 20, 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:

Street Closure:

Friday July 13, 2018: Main Street closure from Tin Lizzies Gaming Resort to the Masonic Temple from 9:00 p.m. until parade ends.

Main St:

Motorcycle parking on Main Street from Wall Street to Shine Street, northwest side only, Friday July 13, 2018, with possibility of full closure, with 24 hour advance notice.

Relaxation of Open Container:

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.


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 Tuesday July 10 through Sunday July 15, 2018.

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 5th day of February, 2018.

CITY OF DEADWOOD

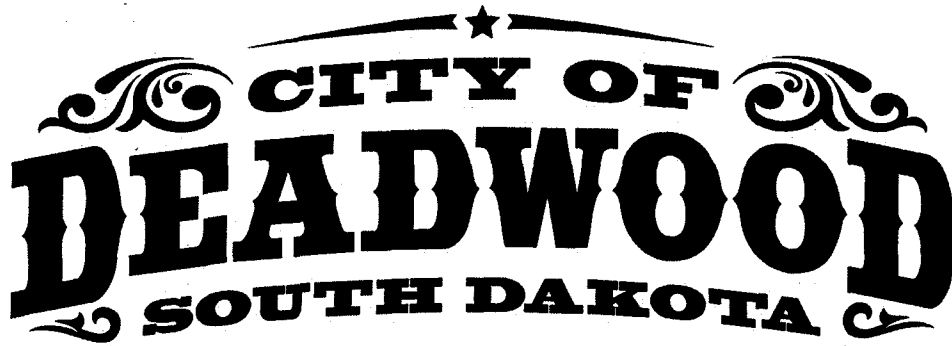


Mary Jo Nelson, Finance Officer

Please publish: B.H. Pioneer, February 8, 2018

For any public notice that is published one time:

Published once at the total approximate cost of _____.



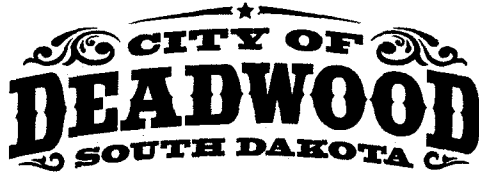
Event Complex Rental and Use Agreement

Event: 4th Annual Deadwood 3 Wheeler Rally

Date: July 10-15, 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: 4th Annual Deadwood 3 Wheeler Rally

Contact Information:

Name of Applicant: Terry Sankey

Business/Organization: First Gold Hotel and Gaming- D3WR

Mailing Address: 270 Main

City, State Zip: Deadwood, SD 57732

Business Phone: 800-274-1876 ext. 1101

Cell Phone: 605-920-8408

Email Address: Terrys@firstgold.com

Dates Event Complex requested:

Set up Date(s): July 10, 2018

Hour(s): 7 AM to 11 AM

Event Date(s): July 10-15, 2018

Hour(s): 7 AM to 10 PM

Clean-up Date(s): July 15, 2018

Hour(s): 1 PM to 5 PM

Approximate number of people who will attend: 1000-1500

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: 4TH Annual Deadwood 3 Wheeler Rally

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: Teresa Schanzenbach

Title: D3WR Event Coordinator

Phone: 800-274-1876 Ext 1102

Representing: First Gold Hotel

Name: Fritz Carlson

Title: Owner

Phone: 605-210-1780

Representing: Badlands Security

Name: Denny Steckelberg

Title: Show n' Shine Coord./Front Gate

Phone: 307-257-6886

Representing: Powder River Trikers, WY

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

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 \$3000.00

Key Deposit \$100.00

Parking Lots \$ _____

Cleaning/Damage Deposit \$1000.00

Baseball Fields \$ _____

Total Fees \$3000.00

Total Deposits \$1100.00

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

Organization: First Gold Hotel & Gaming – D3WR

Name: Terry Sankey

Title: Director of Sales

Signature: Terry Sankey

Date: Dec. 16, 2017

For Office Use Only:

Date Fees Received: _____

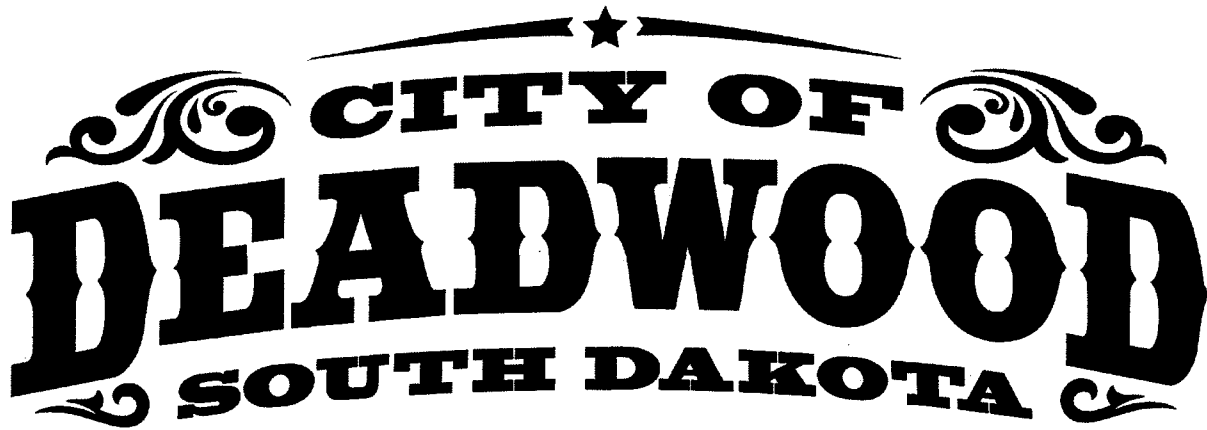
Total(s): _____

City Representative: _____

Title: _____

Signature: _____

Date: _____



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

3-Wheeler Rally

Instructions:

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

EVENT INFORMATION

Type of Event:

- ☐ Run ☐ Walk ☐ Bike Tour ☐ Bike Race ☐ Parade ☐ Concert
☐ Street Fair ☐ Triathlon ☒ Other 4th Annual Deadwood 3 Wheeler Rally Trike Show n' Shine

Event Title: 4th Annual Deadwood 3 Wheeler Rally Show N Shine

Event Date(s): July 13, 2018 (month, day, year) Total Anticipated Attendance: 1000-1500
(# of Participants 50-70 trikes # of Spectators 1000-3000)

Actual Event Hours: (from): 11:30 AM AM / PM (to): 1:30 PM AM / PM

Location / Staging Area: Downtown Deadwood - Wall St to Shine St.

Set up/assembly/construction Date: July 13, 2017 @ 11 AM Start Time: 11:30 AM AM / PM

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

Barricade the street for trikes/pedestrians - set up table and two chairs for voting

Dismantle Date: July 13, 2017 Completion time: 2 PM AM / PM

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

Wall St. to Shine St. on Friday July 13, 2018 from 11 AM to 2 PM

- 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: First Gold Hotel

Chief Officer of Organization (NAME): Mike Gustafson

Applicant (NAME): Terry Sankey/Teresa Schanzenbach Business Phone: (605) 7174-7172

Address: 270 Main Deadwood SD 57732
(city) (state) (zip code)

Daytime phone: (605) 717-7172 Evening Phone: (605) 920-8408 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 Terry Sankey Pager/Cell #: 605-920-8408

(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:

This event is part of the 4th Annual Deadwood 3 Wheeler Rally that is being held at the Deadwood Event Complex. (Event approved at Dec. 28, 2017 Safety Meeting) The trike show n shine is designed to allow trike owners to compete for a ranking and prize in various predetermined categories. The event will be held for two hours with the general public serving as judges. The Mayor of Deadwood will also be asked to judge at choose the Mayor's Choice Award for the event.

This event has a team of volunteers assisting from the Powder River Trikers of Gillette, Wyoming.

Please see the enclosed street closure map.

2-20-18
JC

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

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held February 20, 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:

OPEN CONTAINER REQUEST:

Friday April 6, 2018: Relaxation of Open Container Ordinance on Main Street from Four Aces to Masonic Temple, Broadway St from Wall to Shine. Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to 83 Sherman Street from 5:00 p.m. to 10:00 p.m.

Saturday April 7, 2018: Relaxation of Open Container Ordinance on Main Street from Four Aces to Masonic Temple, Broadway St from Wall to Shine. Sherman Street from Pioneer Way to the south side of Pine Street, Deadwood Street from Pioneer Way to Sherman Street, Siever Street, Pine Street from Main Street to Sherman Street, and Lee Street from Pioneer Way to 83 Sherman Street from 11:00 a.m. to 10:00 p.m.

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

Dated this 5th day of February, 2018.

CITY OF DEADWOOD

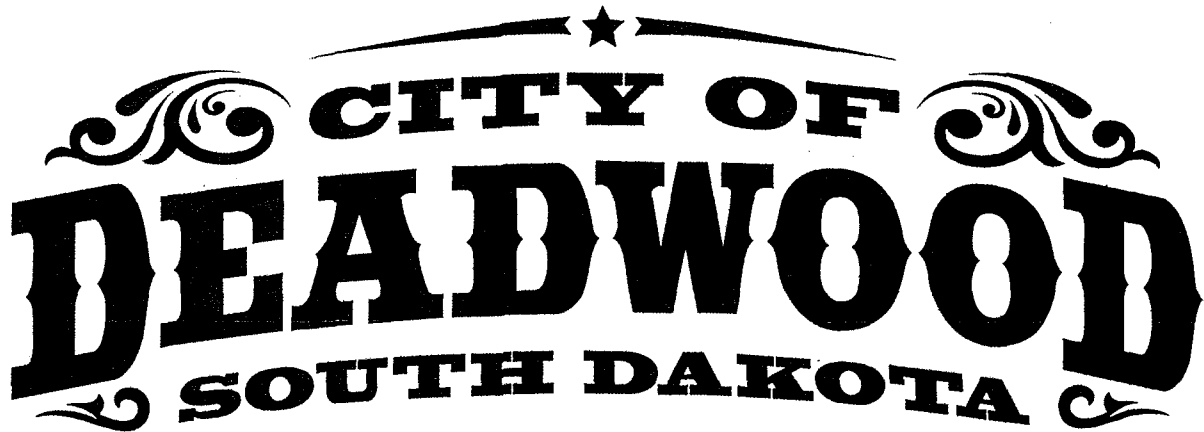


Mary Jo Nelson, Finance Officer

Publish BH Pioneer: February 8, 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**

FORKS CORKS KEGS 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 WINE TASTING

Event Title: FORKS, CORKS, KEGS

Event Date(s): 4-6+7-2018 Total Anticipated Attendance: 1000
(month, day, year)

(# of Participants _____ # of Spectators _____)

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

Location / Staging Area: MAIN ST

Set up/assembly/construction Date: _____ Start Time: _____ AM / PM

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

REQUEST OPEN CONTAINER

Dismantle Date: 4-7-18 Completion time: 10 AM / (PM)

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

N/A

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

APPLICANT AND SPONSORING ORGANIZATION INFORMATION

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

Sponsoring Organization: THE DEADWOOD CHAMBER OF COMMERCE

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) 863-1249 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: N/A

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

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

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

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):

TICKET TO EVENT

OVERALL EVENT DESCRIPTION: ROUTE MAP / SITE DIAGRAM / SANITATION

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

REQUEST OPEN CONTAINER

FRI APRIL 6th

5-10pm

ZONE 1+2

SAT APRIL 7th

11A-10PM

ZONE 1+2

2-20-18
8D

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

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held February 20, 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:

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

Notice of transfer from FIB Properties, LLC (RB-2447), Lots 1-3-5-7-9-11-13-15-17-19, Block 77; to MPLS Hotel MGMT LTD dba Best Western Hickok House at 137 Charles Street.

1 – Retail (on-off sale) Wine:

Notice of transfer from FIB Properties, LLC (RW-6466), Lots 1-3-5-7-9-11-13-15-17-19, Block 77; to MPLS Hotel MGMT LTD dba Best Western Hickok House at 137 Charles Street.

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

Dated this 5th day of February, 2018.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish: B.H. Pioneer – February 8, 2018

For any public notice that is published one time:

Published once at the total approximate cost of _____.

Date Received _____
 Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

Mail this copy to: Department of Revenue, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100.

A. Owner Name and Address

MPLS Hotel MGMT LTD
3211 W. Sencore Dr
SIOUX FALLS SD 57107

Owner's Telephone #: **605-334-2371**

B. Business Name and Address

Best Western Hickok House
137 Charles St
DEADWOOD SD 57432

Business Telephone #: **605-578-1611**

C. Indicate the class of license being applied for (submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Retail (on-off sale) Wine
☐ Package (off-sale) Liquor
☒ Retail (on-off sale) Malt Beverage
☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package (off sale) Malt Beverage
☐ Package (off sale) Malt Beverage & SD Farm Wine
☐ Other (please classify) _____
☒ Transfer Fee \$150.00

Number of other Package Liquor Licenses held: **0**

Number of other On-sale Liquor Licenses held: **0**

Is this License in active use? ☒ Yes ☐ No

D. Legal description of licensed premise:

1-3-S-7-9-11-13-15-17-19
DEADWOOD Original Block 11
DEADWOOD

Have you ever been convicted of a felony? ☐ Yes ☒ No

Do you own ☐ or lease ☒ this property? (Check one)

E. State Sales Tax Number: **Application in Process**

F. Remember to obtain a Federal Alcohol Stamp, for help call TTB at 1-800-937-8864.

G. New license? ☐ Transfer? (\$150) ☒ Re-issuance? ☐

H. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Signed this **25** day of **JANUARY** Print Name: **Joshua Schmalitz** Signature: *Joshua Schmalitz*

I. Any Application required to be submitted to a local governing board must be signed in the presence of the city or county auditor, the town clerk or notary public. This applies to ALL applications EXCEPT the following: distillers, manufacturers, wholesalers, municipalities, airports, solicitors, dispensers, carriers, transportation companies, and farm wineries.

Place of business is located in a municipality? ☒ Yes ☐ No County: **LAWRENCE**

This application was subscribed and sworn to before me this **26** day of **January, 2008**

Approving Officer's Telephone number **605-578-1792** Signature: *[Signature]*

J. APPROVAL OF LOCAL GOVERNING BODY - Notice of hearing was published on _____ Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Application approved for Sunday on-sale operation? ☐ Yes ☐ No

Are real property taxes paid to date? ☐ Yes ☐ No

Ineligible for video lottery ☐

Number of video lottery terminals on licensed premise: _____

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

(Seal) _____

Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____

Sales tax approval _____ Date: _____

STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

**Company supplement information
(For corporate/partnership/LP/LLC applicants)**

If supplement unchanged from last year check this box and sign below. ☐

State of South Dakota)

Affidavit

County of Minnehaha)

We, the undersigned, being first duly sworn upon oath, supply the following information:

Name of corporation/partnership/LP/LLC MPLS Hotel MGMT LTD

Address of office and principal place of business of corporation/partnership/LP/LLC 3211 W. Sencore Sioux Falls SD 57107

Date of incorporation JUNE 6, 1990

Date of last report filed with Secretary of State MAY 2017

Are all managing officers of this corporation/partnership/LP/LLC of good moral character? Yes

Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP or LLC:

Name	Office	Address	Occupation
<u>Wholly OWNED by Regency Hotel MANAGEMENT, LLC</u>			

Name, address and occupation of each of the directors of the corporation:

Name	Address	Occupation
<u>PATRICK Sweetman</u>	<u>2000 S. 1st Ave, Sioux Falls SD 57105</u>	<u>Local Business man, CEO</u>
<u>Tom Biegler</u>	<u>769 W. 22nd St Sioux Falls SD 57106</u>	<u>Hospitality Executive</u>
<u>JANET GRUNENALD</u>	<u>508 N. Sanberg Dr Sioux Falls SD 57110</u>	<u>Hospitality Executive</u>
<u>Joshua Schmalz</u>	<u>25801 Anna Pt Rapid City SD 57162</u>	<u>Hospitality Executive</u>

Name and address of each of the stockholders and percentage of shares owned or held by each:

Name	Address	Percentage of Shares
<u>Wholly OWNED by Regency Hotel MANAGEMENT, LLC</u>		

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other retail liquor outlet:

Name	Type of License, Financial Interest Held, and Address of Retail Outlet

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

Kyle Scholten, 3211 W. Sencore Dr Sioux Falls SD 57107

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner

Subscribed and sworn to before me this 26 of January 2018 County, State of South Dakota.

My commission expires 5-7-18



A F F I D A V I T

STATE OF SOUTH DAKOTA)
COUNTY OF LAWRENCE) ss

~~MES~~ First Interstate Bank being first duly sworn on oath deposes and says: That on the 26 day of JANUARY 2018 they were the owners of the license/business/stock of 137 Charles St situated on (legal description) 1-3-5-7-9-11-13-15-17-19 Original Blk 71 in the city/county of Lawrence, Deedwood South Dakota and that on the said date they made a transfer/sale of said license operated under an alcoholic beverage license to MPLS of Sioz Falls South Dakota.

[Signature] (seller)
(signature)

(signature) (seller)

Subscribed and sworn to before me this 26 day of JANUARY 2018 .

Melissa K. Kizer (Notary Public)

Commission Expires: _____ My Commission Expires
August 22, 2020

(Notary Seal)

Date Received _____

Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

Mail this copy to: Department of Revenue, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100.

A. Owner Name and Address

MPLS Hotel MGMT LTD
3211 W Sencore Dr
Sioux Falls SD 57107

Owner's Telephone #: 605-334-2371**B. Business Name and Address**

Best Western Hickok House
137 Charles St
Deadwood SD 57132

Business Telephone #: 605-578-1611**C. Indicate the class of license being applied for**
(submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☒ Retail (on-sale) Liquor - Restaurant
☐ Retail (on-off sale) Wine
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Malt Beverage
☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package (off sale) Malt Beverage
☐ Package (off sale) Malt Beverage & SD Farm Wine
☐ Other (please classify) _____
☒ Transfer Fee \$150.00

Number of other Package Liquor Licenses held: 0Number of other On-sale Liquor Licenses held: 0Is this License in active use? ☒ Yes ☐ No**D. Legal description of licensed premise:**

1-3-5-7-9-11-13-15-17-19
Deadwood Original Block 77
Deadwood

Have you ever been convicted of a felony? ☐ Yes ☒ NoDo you own ☐ or lease ☒ this property? (Check one)E. State Sales Tax Number: Application in Process

F. Remember to obtain a Federal Alcohol Stamp, for help call TTB at 1-800-937-8864.

G. New license? ☐ Transfer? (\$150) ☒ Re-issuance? ☐

H. **CERTIFICATE:** The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Signed this 25 day of January Print Name: Joshua Schmalz Signature: Josh Schmalz

I. Any Application required to be submitted to a local governing board must be signed in the presence of the city or county auditor, the town clerk or notary public. This applies to ALL applications EXCEPT the following: distillers, manufacturers, wholesalers, municipalities, airports, solicitors, dispensers, carriers, transportation companies, and farm wineries.

Place of business is located in a municipality? ☒ Yes ☐ No County: LawrenceThis application was subscribed and sworn to before me this 26 day of January, 2018.Approving Officer's Telephone number 605-578-1792 Signature: [Signature]

J. **APPROVAL OF LOCAL GOVERNING BODY** - Notice of hearing was published on _____ Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Application approved for Sunday on-sale operation? ☐ Yes ☐ NoAre real property taxes paid to date? ☐ Yes ☐ NoIneligible for video lottery? ☐

Number of video lottery terminals on licensed premise: _____

Renewal - no public hearing held ☐

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

(Seal) _____

Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____

Sales tax approval _____ Date: _____

STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____

Please complete reverse side

**Company supplement information
(For corporate/partnership/LP/LLC applicants)**

If supplement unchanged from last year check this box and sign below. ☐

State of South Dakota)

Affidavit

County of Minnehaha)

:ss

We, the undersigned, being first duly sworn upon oath, supply the following information:

Name of corporation/partnership/LP/LLC MPLS Hotel MGMT LTD

Address of office and principal place of business of corporation/partnership/LP/LLC 3211 W. Sencore Dr. Sioux Falls SD 57107

Date of incorporation JUNE 6, 1990

Date of last report filed with Secretary of State MAY 2017

Are all managing officers of this corporation/partnership/LP/LLC of good moral character? Yes

Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? No

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP or LLC:

Name	Office	Address	Occupation
<u>Wholly OWNED by</u>	<u>Regency Hotel Mgmt LLC</u>		

Name, address and occupation of each of the directors of the corporation:

Name	Address	Occupation
<u>Patrick Sweetman</u>	<u>2600 S. 1st Ave. Sioux Falls SD 57105</u>	<u>Businessman, CEO</u>
<u>Tom Biegler</u>	<u>7109 W. 22nd St Sioux Falls SD 57106</u>	<u>Hospitality Executive</u>
<u>JANET GRONENWALD</u>	<u>502 W. Sanberg Dr Sioux Falls SD 57110</u>	<u>Hospitality Executive</u>
<u>Joshua Schmalz</u>	<u>23201 Anna Ct Rapid City SD 57702</u>	<u>Hospitality Executive</u>

Name and address of each of the stockholders and percentage of shares owned or held by each:

Name	Address	Percentage of Shares
<u>Wholly OWNED by</u>	<u>Regency Hotel MANAGEMENT LLC</u>	

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other retail liquor outlet:

Name _____ Type of License, Financial Interest Held, and Address of Retail Outlet _____

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc? Kyle Scholten 3211 W. Sencore Dr 57107

With signature the applicant agrees to the following:

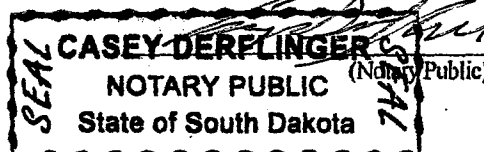
That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner _____

Subscribed and sworn to before me this 26 of January, 2018 County, State of South Dakota.

My commission expires 5-2-18



A F F I D A V I T

STATE OF SOUTH DAKOTA)
COUNTY OF) ss
)

First Interstate Bank, being first duly sworn on oath deposes and says: That on the 26 day of January 2018 they were the owners of the license/business/stock of 137 Charles St situated on (legal description) 1-3-5-7-9-11-13-15-17-19 Original Block 7 in the city/county of Deadwood / Lawrence South Dakota and that on the said date they made a transfer/sale of said license operated under an alcoholic beverage license to MPLS of Sioux Falls South Dakota.

[Signature], Pres. (seller)
(signature)

(signature) (seller)

Subscribed and sworn to before me this 26 day of January 2018.

Melissa Knize (Notary Public)

Commission Expires: _____ My Commission Expires
August 22, 2020

(Notary Seal)

2-20-18
8E

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

NOTICE IS HEREBY GIVEN that the City Commission within and for the City of Deadwood, State of South Dakota, at a regular meeting to be held February 20, 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:

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

Notice of transfer from BRI, Inc. (RB-2447), Lots 1-3-5-7-9-11-13-15-17-19, Block 77; to FIB Properties, LLC dba Best Western Hickok House at 137 Charles Street.

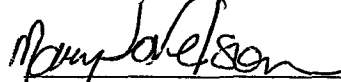
1 – Retail (on-off sale) Wine:

Notice of transfer from BRI, Inc. (RW-6466), Lots 1-3-5-7-9-11-13-15-17-19, Block 77; to FIB Properties, LLC dba Best Western Hickok House at 137 Charles Street.

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

Dated this 5th day of February, 2018.

CITY OF DEADWOOD



Mary Jo Nelson, Finance Officer

Publish: B.H. Pioneer – February 8, 2018

For any public notice that is published one time:

Published once at the total approximate cost of _____.

Date Received _____
 Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

Mail this copy to: Department of Revenue, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100.

A. Owner Name and Address

FIB PROPERTIES, LLC
 401 N. 31ST STREET
 BILLINGS, MT 59101

B. Business Name and Address

BEST WESTERN HICKOK HOUSE
 137 CHARLES ST.
 DEADWOOD, SD 57732

Owner's Telephone #: _____

Business Telephone #: _____

C. Indicate the class of license being applied for (submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☒ Retail (on-off sale) Wine
☐ Package (off-sale) Liquor
☐ Retail (on-off sale) Malt Beverage
☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package (off sale) Malt Beverage
☐ Package (off sale) Malt Beverage & SD Farm Wine
☐ Other (please classify) _____
☐ Transfer Fee \$150.00

Number of other Package Liquor Licenses held: 0

Number of other On-sale Liquor Licenses held: 0

Is this License in active use? ☒ Yes ☐ No

D. Legal description of licensed premise:

LOTS 1-3-5-7-9-11-13-15-17 & 19 & VACATED
 STEWART ST BLK 77,
 SUBDIVISION ORIGINAL TOWN DEADWOOD

Have you ever been convicted of a felony? ☐ Yes ☒ No

Do you own ☒ or lease ☐ this property? (Check one)

E. State Sales Tax Number: _____

F. Remember to obtain a Federal Alcohol Stamp, for help call TTB at 1-800-937-8864.

G. New license? ☐ Transfer? (\$150) ☒ Re-issuance? ☐

H. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

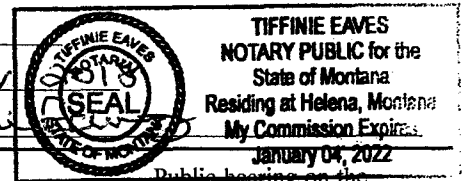
Signed this 2nd day of February, 2018 Signature [Signature] WIP/SAO

I. Any Application required to be submitted to a local governing board must be signed in the presence of the city or county auditor, the town clerk or notary public. This applies to ALL applications EXCEPT the following: distillers, manufacturers, wholesalers, municipalities, airports, solicitors, dispensers, carriers, transportation companies, and farm wineries.

Place of business is located in a municipality? ☒ Yes ☐ No County: _____

This application was subscribed and sworn to before me this 2 day of February

Approving Officer's Telephone number 457 7157 Signature: Tiffin



J. APPROVAL OF LOCAL GOVERNING BODY – Notice of hearing was published on _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Application approved for Sunday on-sale operation? ☐ Yes ☐ No

Are real property taxes paid to date? ☐ Yes ☐ No

Ineligible for video lottery ☐

Number of video lottery terminals on licensed premise: _____

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

(Seal) _____

Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____



TIFFINIE EAVES
NOTARY PUBLIC for the
State of Montana
Residing at Helena, Montana
My Commission Expires
January 04, 2022

**Company supplement information
(For corporate/partnership/LP/LLC applicants)**

If supplement unchanged from last year check this box and sign below. ☐

Affidavit

State of South Dakota)

:ss

County of)

We, the undersigned, being first duly sworn upon oath, supply the following information:

Name of corporation/partnership/LP/LLC FIB PROPERTIES, LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 401 N 31ST STREET, BILLINGS, MT 59101

Date of incorporation 11/12/2014

Date of last report filed with Secretary of State 04/11/2017

Are all managing officers of this corporation/partnership/LP/LLC of good moral character? YES

Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? NO

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP or LLC:

Name	Office	Address	Occupation
KIRK JENSEN	REGISTERED AGENT	401 N 31ST STREET, BILLINGS, MT 59101	ATTORNEY

Name, address and occupation of each of the directors of the corporation:

Name	Address	Occupation
KIRK JENSEN	401 N 31ST STREET, BILLINGS, MT 59101	ATTORNEY

Name and address of each of the stockholders and percentage of shares owned or held by each:

Name	Address	Percentage of Shares
FIRST INTERSTATE BANK	401 N 31ST STREET, BILLINGS, MT 59101	100%

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other retail liquor outlet:

Name Type of License, Financial Interest Held, and Address of Retail Outlet

Retail (on-off sale) Malt Beverage

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

KIRK JENSEN AT 401 N 31ST STREET, BILLINGS, MT 59101

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner

[Signature] AUP/SAO

Subscribed and sworn to before me this 2 of February, 2018 County, Lewis and Clark State of South Dakota.

My commission expires


1-4-22

[Signature]
(Notary Public)

A F F I D A V I T


STATE OF SOUTH DAKOTA)
) ss
COUNTY OF _____)

Patrick L. Roberts , being first duly sworn on oath deposes and
says: That on the 6 day of FEB 2018 they were the owners
of the license/business/stock of BRI Inc., Lic # RW-6466 situated on
Lot 47, Blk 74, Lots 1, 3, 5, 7, 9, 11, 13, 15, 17 & 19 in the city/county
(legal description) Original Town
of City of Deadwood South Dakota and that on the said date they made
a transfer/sale of said license operated under an alcoholic beverage
license to FIB Properties LLC of Montana ~~South Dakota~~.

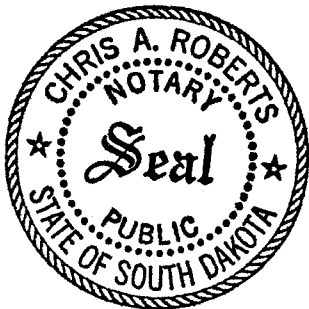
 (seller)
(signature)

(signature) (seller)

Subscribed and sworn to before me this 6TH day of FEBRUARY 2018 .

 (Notary Public)
Commission Expires: 2/5/2019 .

(Notary Seal)



SECRETARY'S CERTIFICATE OF FIRST INTERSTATE BANK

THIS IS TO CERTIFY: That FIB Properties, LLC is a wholly-owned subsidiary of First Interstate Bank.

IT IS FURTHER CERTIFIED, that a meeting of the Board of Directors of First Interstate Bank, a corporation under the laws of the State of Montana, was duly held on July 12, 2011, and the following provision to the Bylaws of First Interstate Bank was duly adopted:

Execution of Instruments. All agreements, indentures, mortgages, deeds, conveyances, transfers, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, proxies, and other instruments or documents may be signed, executed, acknowledged, verified, delivered or accepted on behalf of the Bank of the chairperson of the board, the chief executive officer or the president, or any other officer or agent designated or appointed by the Board, the chairperson, chief executive officer or president from time to time.

IT IS FURTHER CERTIFIED, that Kevin P. Riley, Chief Executive Officer and President, and by the authority granted to him by the above bylaw, designated the Corporate Secretary and any Assistant Corporate Secretary to issue Secretary's Certificates delegating authority for a specific officer of First Interstate Bank to sign execute, acknowledge, verify, deliver or accept on the behalf of First Interstate Bank a particular agreement, indenture, mortgage, deed, conveyance, transfer, certificate, declaration, receipts, discharge, release, satisfaction, settlement, petition, schedule, account, affidavit, bond, undertaking, proxy and other instrument;

IT IS FURTHER CERTIFIED, that Ryan Domier is an Assistant Vice President, Special Assets Officer of First Interstate Bank; and

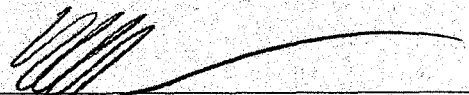
IT IS FURTHER CERTIFIED, that Ryan Domier is authorized by First Interstate Bank to sign, execute, acknowledge, verify, deliver or accept on behalf of FIB Properties, LLC, all agreements and documents regarding the following property:

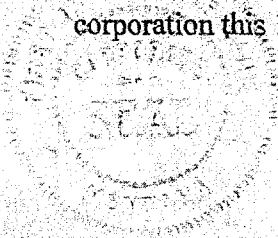
Best Western Hickok House, 137 Charles Street, Deadwood, South Dakota with a legal address of:

Lot 47, Block 74 Original Town, and 10' vacated Stewart Street of the City of Deadwood, according to P.L. Rogers map, Lawrence County, South Dakota.

Lots 1, 3, 5, 7, 9, 11, 13, 15, 17 and 19, Block 77, Original Town, City of Deadwood according to P.L. Rogers Map, Lawrence County, South Dakota.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this 16th day of November, 2017.


Kirk D. Jensen
Corporate Secretary



Date Received _____
Date Issued _____

License No. _____

Uniform Alcoholic Beverage License Application

Mail this copy to: Department of Revenue, Special Tax Division 445 East Capitol Ave Pierre, SD 57501-3100.

A. Owner Name and AddressFIB PROPERTIES, LLC
401 N. 31ST STREET
BILLINGS, MT 59101

Owner's Telephone #: _____

B. Business Name and AddressBEST WESTERN HICKOK HOUSE
137 CHARLES ST.
DEADWOOD, SD 57732

Business Telephone #: _____

C. Indicate the class of license being applied for
(submit separate application for each class of license).

- ☐ Retail (on-sale) Liquor
☐ Retail (on-sale) Liquor - Restaurant
☐ Retail (on-off sale) Wine
☐ Package (off-sale) Liquor
☒ Retail (on-off sale) Malt Beverage
☐ Retail (on-off sale) Malt Beverage & SD Farm Wine
☐ Package (off sale) Malt Beverage
☐ Package (off sale) Malt Beverage & SD Farm Wine
☐ Other (please classify) _____
☐ Transfer Fee \$150.00

Number of other Package Liquor Licenses held: 0

Number of other On-sale Liquor Licenses held: 0

Is this License in active use? ☒ Yes ☐ No**D. Legal description of licensed premise:**LOTS 1-3-5-7-9-11-13-15-17 & 19 & VACATED
STEWART ST BLK 77,
SUBDIVISION ORIGINAL TOWN DEADWOODHave you ever been convicted of a felony? ☐ Yes ☒ NoDo you own ☒ or lease ☐ this property? (Check one)

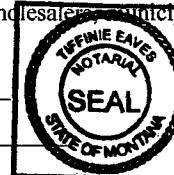
E. State Sales Tax Number: _____

F. Remember to obtain a Federal Alcohol Stamp, for help call TTB
at 1-800-937-8864.G. New license? ☐ Transfer? (\$150) ☒ Re-issuance? ☐

- H. CERTIFICATE: The undersigned applicant certifies under the penalties of perjury that all statements provided herein are true and correct; that the said applicant complies with all of the statutory requirements for the class of license being applied for and in addition agrees to permit agents of the Department of Revenue access to the licensed premises and records as provided in SDCL 35-2-2.1, and agrees this application shall constitute a contract between applicant and the State of South Dakota entitling the same or any peace officers to inspect the premises, books and records at any time for the purpose of enforcing the provisions of Title 35 SDCL, as amended.

Signed this 2nd day of February Signature [Signature] 2/1/2022

- I. Any Application required to be submitted to a local governing board must be signed in the presence of the city or county auditor, the town clerk or notary public. This applies to ALL applications EXCEPT the following: distillers, manufacturers, wholesalers, municipalities, airports, solicitors, dispensers, carriers, transportation companies, and farm wineries.

Place of business is located in a municipality? ☒ Yes ☐ No County: _____This application was subscribed and sworn to before me this 2nd day of FebruaryApproving Officer's Telephone number 426 457 7157 Signature: [Signature]

TIFFANIE EAVES
NOTARY PUBLIC for the
State of Montana
Residing at Helena, Montana
My Commission Expires
January 04, 2022

- J. APPROVAL OF LOCAL GOVERNING BODY – Notice of hearing was published on _____. Public hearing on the application was held _____, not less than SEVEN (7) days after official publication. The governing body by majority vote recommends the approval and granting of this license and certifies that requirements as to location and suitability of premises and applicant have been reviewed and conform to the requirements of local and South Dakota law.

Application approved for Sunday on-sale operation? ☐ Yes ☐ NoAre real property taxes paid to date? ☐ Yes ☐ NoIneligible for video lottery ☐

Number of video lottery terminals on licensed premise: _____

Amount of fee collected with application \$ _____

Amount of fee retained \$ _____

Forwarded with application \$ _____

For Local Government Use

(Seal) _____

Mayor or Chairman

If disapproved, endorse reason thereon and return to applicant

Transferred (State Use)

From: _____

Sales tax approval _____ Date _____

STATE LIQUOR AUTHORITY: APPROVAL _____ REVIEW _____



TIFFIE EAVES
NOTARY PUBLIC for the
State of Montana
Residing at Helena, Montana
My Commission Expires
January 04, 2022

Company supplement information
(For corporate/partnership/LP/LLC applicants)

If supplement unchanged from last year check this box and sign below. ☐

Affidavit

State of South Dakota)

:SS

County of)

We, the undersigned, being first duly sworn upon oath, supply the following information:

Name of corporation/partnership/LP/LLC FIB PROPERTIES, LLC

Address of office and principal place of business of corporation/partnership/LP/LLC 401 N 31ST STREET, BILLINGS, MT 59101

Date of incorporation 11/12/2014

Date of last report filed with Secretary of State 04/11/2017

Are all managing officers of this corporation/partnership/LP/LLC of good moral character? YES

Have any of the managing officers of this corporation/partnership/LP/LLC ever been convicted of a felony? NO

Name, title of office, occupation and address of each of the officers/owners of the corporation, partnership, LP or LLC:

Name	Office	Address	Occupation
KIRK JENSEN	REGISTERED AGENT	401 N 31ST STREET, BILLINGS, MT 59101	ATTORNEY

Name, address and occupation of each of the directors of the corporation:

Name	Address	Occupation
KIRK JENSEN	401 N 31ST STREET, BILLINGS, MT 59101	ATTORNEY

Name and address of each of the stockholders and percentage of shares owned or held by each:

Name	Address	Percentage of Shares
FIRST INTERSTATE BANK	401 N 31ST STREET, BILLINGS, MT 59101	100%

Name of any officers, directors, partners or stockholders of applicant having a financial interest or capital stock in any other retail liquor outlet:

Name Type of License, Financial Interest Held, and Address of Retail Outlet
Retail (on-off sale) Malt Beverage

Where and with whom are all company records kept, such as charter, by-laws, minutes, accounts, notes payable, and notes and accounts receivable, etc?

KIRK JENSEN AT 401 N 31ST STREET, BILLINGS, MT 59101

With signature the applicant agrees to the following:

That the applicant company will comply with all provisions of ARSD chapter No. 64:75:02 of the Department of Revenue, relating to the transfer of stock and prior approval of the transfer of such stock by the Secretary of Revenue and violation of any of the provisions of said regulation or failure to comply therewith, whether by the undersigned corporation, partnership/LP/LLC or by any stockholder thereof, or by anyone interested in said company, shall constitute cause for revocation or suspension of any license issued pursuant to and in reliance on this application, or for refusal to renew such license upon expiration thereof.

We the undersigned officers and directors of the applicant company acknowledge that the within supplement application form is true and correct in every respect and that there exists no financial arrangement concerning this or any other alcoholic beverage license than that expressly set forth above. If company stock is to be transferred we ask for approval of such voluntary stock transfer.

Signature of Authorized Officer/Director/Partner

[Signature]

Subscribed and sworn to before me this 2nd of February 2018, Lewis & Clark County, State of Montana ~~State of South Dakota~~.


My commission expires 1-4-22

Tiff Eaves
(Notary Public)

A F F I D A V I T


STATE OF SOUTH DAKOTA)
) ss
COUNTY OF _____)

Patrick L. Roberts , being first duly sworn on oath deposes and
says: That on the 6 day of FEB 2018 they were the owners
of the license/business/stock of BRI Inc., Lic # RB-2447 situated on
Lot 47 Blk 74, Lots 1, 3, 5, 7, 9, 11, 13, 15, 17 & 19
(legal description) Original Town, in the city/county
of City of Deadwood South Dakota and that on the said date they made
a transfer/sale of said license operated under an alcoholic beverage
license to FIB Properties LLC of Montana ~~South Dakota~~.

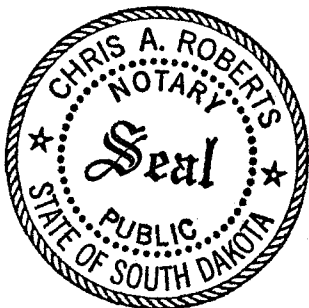
 (seller)
(signature)

(signature) (seller)

Subscribed and sworn to before me this 6TH day of FEBRUARY 2018 .

 (Notary Public)
Commission Expires: 2/5/2019 .

(Notary Seal)



SECRETARY'S CERTIFICATE OF FIRST INTERSTATE BANK

THIS IS TO CERTIFY: That FIB Properties, LLC is a wholly-owned subsidiary of First Interstate Bank.

IT IS FURTHER CERTIFIED, that a meeting of the Board of Directors of First Interstate Bank, a corporation under the laws of the State of Montana, was duly held on July 12, 2011, and the following provision to the Bylaws of First Interstate Bank was duly adopted:

Execution of Instruments. All agreements, indentures, mortgages, deeds, conveyances, transfers, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, proxies, and other instruments or documents may be signed, executed, acknowledged, verified, delivered or accepted on behalf of the Bank of the chairperson of the board, the chief executive officer or the president, or any other officer or agent designated or appointed by the Board, the chairperson, chief executive officer or president from time to time.

IT IS FURTHER CERTIFIED, that Kevin P. Riley, Chief Executive Officer and President, and by the authority granted to him by the above bylaw, designated the Corporate Secretary and any Assistant Corporate Secretary to issue Secretary's Certificates delegating authority for a specific officer of First Interstate Bank to sign execute, acknowledge, verify, deliver or accept on the behalf of First Interstate Bank a particular agreement, indenture, mortgage, deed, conveyance, transfer, certificate, declaration, receipts, discharge, release, satisfaction, settlement, petition, schedule, account, affidavit, bond, undertaking, proxy and other instrument;

IT IS FURTHER CERTIFIED, that Ryan Domier is an Assistant Vice President, Special Assets Officer of First Interstate Bank; and

IT IS FURTHER CERTIFIED, that Ryan Domier is authorized by First Interstate Bank to sign, execute, acknowledge, verify, deliver or accept on behalf of FIB Properties, LLC, all agreements and documents regarding the following property:

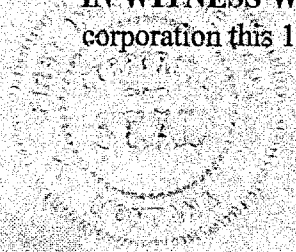
Best Western Hickok House, 137 Charles Street, Deadwood, South Dakota with a legal address of:

Lot 47, Block 74 Original Town, and 10' vacated Stewart Street of the City of Deadwood, according to P.L. Rogers map, Lawrence County, South Dakota.

Lots 1, 3, 5, 7, 9, 11, 13, 15, 17 and 19, Block 77, Original Town, City of Deadwood according to P.L. Rogers Map, Lawrence County, South Dakota.

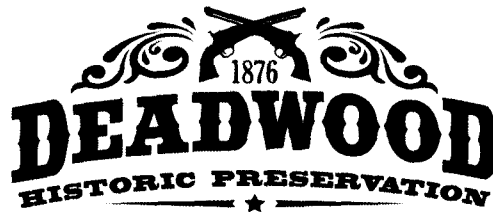
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this 16th day of November, 2017.


Kirk P. Jensen
Corporate Secretary



2-28-18
10A

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



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

MEMORANDUM

Date: February 16, 2018
To: Deadwood Historic Preservation Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: 2018 Outside of Deadwood Grants – Round One

On February 14, 2018, the Deadwood Historic Preservation Commission met and reviewed the first round of the 2018 Outside of Deadwood Grants applications. This round included twenty four (24) Outside of Deadwood Grant applications requesting a total of \$415,228.41.

The budget for 2018 was reduced from an annual amount of \$250,000 to \$150,000 making the selection process more challenging. The Committee closely reviewed the applications and is making the following recommendations for grant approval. The table lists the applicant, project, location and amount for nine (9) grants totaling \$75,000.00 for the first round. The following pages are a brief explanation of all grants submitted for this round.

The Deadwood Historic Preservation Commission recommends approval of the 2018 Round 1 Outside of Deadwood Grants.

2018 OUTSIDE OF DEADWOOD GRANT ROUND 1 RECOMMENDATIONS

Mystic Preservation Alliance	William Frink Home/Garage	Mystic	6,000.00
Central City	Catholic Church Stabilization	Central City	17,000.00
Newell Museum	Wetz School House	Newell	4,000.00
Faulk County Historical Society	Pickler Manson Tower	Faulkton	4,500.00
Haakon County Courthouse	Courthouse Windows	Philip	10,000.00
First Presbyterian Church	Church Roof	Groton	15,000.00
Woodlawn Cemetery	Markers	Sioux Falls	2,500.00
Verendrye Museum	Trail Markers	Ft. Pierre	1,000.00
United Church of Christ	Stained Glass Windows .	Vermillion	15,000.00
TOTAL GRANTS ROUND ONE			\$75,000.00



City of Belle Fourche – Chassel Memorial Band Shell – Resubmittal 2017 Round 2

The City of Belle Fourche is requesting funds for repairs to the Chassel Memorial Band Shell. Built in Herrmann Park in 1954, this structure is in need of a handicap access ramp, brick work, repairs to the trussel and electrical upgrades. The stage doorway needs to be replaced. Repairs need to be made to the front edge of the stage and the apron wall. Update the lighting and reopen the east storage room access to the stage.

Match \$25,000.00 Grant Request \$25,000.00 Total \$50,000.00

Match-to-Grant Ratio 50 % Proposed Grant amount = 0

Dell Rapids Society of Historic Preservation – Odd Fellows -- Resubmittal 2017 Round 2

The Dell Rapids Society for Historic Preservation has been restoring historic structures at the 1910 Orphanage Complex. Past Outside of Deadwood Grant funds have been used to rehabilitate the Odd Fellows building. Now the Dell Rapids Society of Historic Preservation wishes to focus on the last two units of the complex which face east and overlook the park like setting and historic gates. The plans are drawn for these units which need HVAC, plumbing, electrical, walls, kitchens and baths.

Match \$205,275.00 Grant Request \$25,000.00 Total \$230,275.00

Match-to-Grant Ratio 11% Proposed Grant amount = \$ 0

Mystic Preservation Alliance – Re-Roof – William Frink Home and Garage

The Mystic Preservation Alliance has proposed a project to replace two roofs. One is the William Frink home and the other on a garage located on the east side of Mystic Road in the Mystic Townsite Historic District. This is an extension of the re-roof projects completed on the Ice House and Assay Office funded last year with Outside of Deadwood Grant Funds. Plans are to use the same corrugated metal as used on the previous structures.

Match \$6,510.00 Grant Request \$9,685.87 Total \$16,195.87

Match-to-Grant Ratio 60% Proposed Grant amount = \$ 6,000.00

City of Mobridge – Mobridge Auditorium

The Historic Mobridge Auditorium (Sherr Howe Arena) houses historic Native American Murals. The auditorium is still being used for public events. As with many older public buildings the restrooms are located in the basement and are not handicap accessible which limits the use of the structure. The grant is to request funds to construct restrooms on the main floor.

Match \$195,000.00 Grant Request \$25,000.00 Total \$220,000.00

Match-to-Grant Ratio 11% Proposed Grant amount = \$ 0

Central City – St. Lawrence O’Toole Catholic Church

The St. Lawrence O’Toole Catholic Church was constructed in 1889. Located on main street of Central City it played an important role in Deadwood, Lead and Central City as the first Catholic Church in the area. The Church is starting to show its age and needs repairs done before any more damage occurs to the structure. The foundation needs to be repaired in order to stabilize the building. Once the building is secure the leaking roof can be repaired. Once this is complete interior restoration will begin to include replacing the stained glass windows that once adorned the building.

Match \$17,000.00 Grant Request \$17,000.00 Total \$34,000.00

Match-to-Grant Ratio 20% Proposed Grant amount = \$ 17,000.00

Maggies Farm LLC – Maggie J Wood House -- WITHDRAWN

The Maggie J. Wood house was built in 1890. Maggie and her husband owned the dry good store and mercantile in Buffalo Gap. Since that time the house has passed through various owners and has sat vacant for the better part of the last ten years. Recently purchased the new owners formed Maggies Farm LLC and plan to restore the house. Paperwork has been completed and submitted for approval on to the National Register of Historic Places. The first phase of this project will be to replace the foundation.

Match \$69,892.31 Grant Request \$25,000.00 Total \$94,892.31

Match-to-Grant Ratio 26% Proposed Grant amount 0

Newell Museum – Wetz School House

Around 1900 the Smith School was constructed to replace the log cabin school that was built in 1887 fifteen miles east of Vale on the Belle Fourche River. In 1943 the school was renamed “Wetz School” since Vollmer Wetz purchased the land on which the school sat and seven of his children went to school there. After state-wide school reorganization and consolidation, many “County Schools” were eliminated. In 1993 the school was donated to the Newell Museum. The Wetz School received major hail damage to the siding and windows are in need of repair. Some windows are completely broken out. The Newell Museum is requesting funds to help pay for these repairs.

Match \$4,143.05 Grant Request \$4,143.04 Total \$8,286.09

Match-to-Grant Ratio 50% Proposed Grant amount = \$ 4,000.00

Faulk County Historical Society – Pickler Mansion

The Faulk County Historical Society is requesting funds to continue their work on the Pickler Mansion. They discovered during their work last year to continue to stabilize the tower the interior of the tower will need to be rebuilt. This will include replacement of three levels of rotten steps, rebuilding support beams under the tower steps, replacement of the floor sheeting for all three levels, re-installation of the windows, re-installation of the porch, and painting.

Match \$4,715.50 Grant Request \$4,715.50 Total \$9,431.00

Match-to-Grant Ratio 50% Proposed Grant amount = \$ 4,500.00

Mobridge Rodeo Grounds

The Mobridge Rodeo Grounds are currently used for many different events including the Sitting Bull Stampede, Wrangler Roping, the Shrine Circus and the Mobridge Demolition Derby to name a few. The goal of Mobridge Rodeo Foundation, Inc. is to broaden the use of the Rodeo Grounds which will require renovations. The renovations and improvements they wish to make include updating the bleachers to be safer and to accommodate handicap, the construction of a ticket booth building, concession stand, handicap accessible restrooms, updated lighting and sound systems, improvement to drainage system and more pavement and concrete for better parking and walkways. This facility and its various uses bring the community and its cultures together and the hope is for this to continue.

Match \$2,312,123.00 Grant Request \$25,000.00 Total \$2,337,123.00

Match-to-Grant Ratio 1% Proposed Grant amount = \$ 0

Haakon County Courthouse

The Haakon County Court House was built in 1931/1932 and dedicated to the pioneers who settled in the area. Haakon County would like to undertake a two phase rehabilitation/preservation project to help preserve their Courthouse as part of their history. The first phase, which hopes to be completed in Spring of 2018, is to repair the exterior perimeter of the windows. The caulk has cracked and is coming loose causing the plaster to decay on the interior of the courthouse. Haakon County is requesting funds to redo the exterior perimeter caulking on the windows where it seals to the brick and to caulk the glass to the window, that was not done during installation, in hopes to prevent any further damage to the interior of the courthouse.

Match \$16,212.50 Grant Request \$16,212.50 Total \$32,425.00

Match-to-Grant Ratio 50% Proposed Grant amount = \$ 10,000.00

South Dakota Historical Society Foundation

The South Dakota State Archives is requesting funds to continue their photo digital imaging project that began in 2007. The Digital Archives has been growing in popularity and the statistics show the target audience of South Dakota citizens is becoming more aware of the resource and researchers world-wide are finding the images as well. Prior to 2007 researchers needed to visit the archives facility in Pierre or request the staff perform photo searches on their behalf. The funding of this project proposes to continue this important endeavor of making images accessible online.

Match \$25,000.00 Grant Request \$25,000.00 Total \$50,000.00

Match-to-Grant Ratio 50% Proposed Grant amount = \$ 0

First Presbyterian Church – Groton

The Presbyterian Church of Groton was organized in 1881 and their current structure was built in 1911. The Church has submitted an application to be listed on the National Register of Historic Places. The Church is requesting funds to replace the shingles on the entire roof and tuck-point certain areas on the outside walls. The Church plans to start this project as soon as the weather permits.

Match \$25,826.60 Grant Request \$25,000.00 Total \$50,826.60

Match-to-Grant Ratio 49% Proposed Grant amount = \$ 15,000.00

Woodlawn Cemetery

During the Depression years of the 1930s and for whatever reasons, approximately 30 babies were buried at Woodlawn Cemetery without markers. These grave sites were provided free of charge by Woodlawn. Now 85-90 years later, the baby's parents are deceased and they have no contact information for any family members. They have decided that these babies should be remembered with a permanent marker recognizing their existence. Woodlawn Cemetery would like to purchase 30 markers with a cost for each marker and the base at approximately \$200.00. There will also be landscape improvements in the baby section of the cemetery.

Match \$13,279.00 Grant Request \$2,500.00 Total \$15,779.00

Match-to-Grant Ratio 16% Proposed Grant amount = \$ 2,500.00

Lead Country Club

The Lead Country Club opened in 1922 and is fast approaching its 100 year anniversary. The Country Club is requesting grant funds to assist in their project to remodel the men's locker room and restroom, the women's locker room and restroom, and the entryway leading into the locker rooms. These rooms are very old and in poor repair so the Country Club plans on bring the facilities up to date but keeping with the historical integrity of this original golf course clubhouse.

Match \$17,469.00 Grant Request \$16,000.00 Total \$33,469.00

Match-to-Grant Ratio 47% Proposed Grant amount = \$ 0

Verendrye Museum Association – Historic Structures

The Verendrye Museum is requesting funding for several historic structures. The Log Cabin Visitor Center project will consist of staining and finishing inside doors, staining three of the outside log walls, painting trim, and sealing the lower part of the basement wall. The Sanarch School project will consist of replacing several bricks in the foundation, and some fencing along the side. The Old Jail will be painted, roof repaired, furnish the jail with appropriate furniture/furnishings, additional concrete flooring and masonry work on the bottom two feet of the structure to prevent and repair water seepage/damage and the windows and doors will be waterproofed. The Ft Pierre Depot Museum's outside platform has dropped four inches and will be lifted/leveled with a poly foam insert to stop water from draining into the basement. Railroad track resting on a base of river rock will be placed on east side of the depot creating an outside museum. An electrical outlet needs to be installed for the new Wi-Fi system. The Roy Norman Trail Sign project will continue with funds used to purchase lumber, paint and tooling equipment. Other items to be purchased are: display cases, shelves, racks, pegboards, stands, tables, chairs, new Verendrye Museum sign, window graphics, update museum booklets, and develop/create website. Other items include a ladder, mini-fridge, hot water heater and two utility sinks. *Because of the extensive funding request a copy of the submitted project costs is listed at the end of the summary report.*

Match \$20,004.00 Grant Request \$18,886.00 Total \$38,890.00

Match-to-Grant Ratio 49% Proposed Grant amount = \$ 1,000.00

Revive Day Spa – Roof Repair

Revive Day Spa building is located in Aberdeen's state and nationally designated Historic Commercial District and is part of the historic core of the community. The owner is requesting grant funds to repair the building's leaking roof in an effort to protect the structure and be able to utilize the 3rd floor. They are planning to begin this project following the award of grant funds this spring/summer.

Match \$10,000.00 Grant Request \$10,000.00 Total \$20,000.00

Match-to-Grant Ratio 50% Proposed Grant amount = \$ 0

United Church of Christ, Congregational - Vermillion

The United Church of Christ, Congregational in Vermillion was organized in 1870 with the current building built in 1929. The building has been well maintained over its nearly 90 year history and still has the original brick, clay tile roof and original windows. Most of the building's rectangular windows were fitted with aluminum storm windows in the 1980s. The circle top windows did not have storm windows installed and are showing signs of deterioration. The windows on the lower level were restored in 2012. Ben Brunick has agreed to start restoration of the windows in 2018 when he has completed his current project. He has recommended storm windows be installed to protect the windows until restoration can be done. The church is requesting grant funds to help purchase and install these storm windows.

Match \$27,570.10 Grant Request \$25,000 Total \$52,570.10

Match-to-Grant Ratio 23% Proposed Grant amount = \$ 15,000.00

Valentine T. McGillicuddy House

This house was built in 1887 by Valentine McGillicuddy. The house sits on the corner of Mt. Rushmore Road and South Street in Rapid City and at that time was considered one of the grandest homes in the area. McGillicuddy visited Deadwood on numerous occasions for various business obligations. Historic Rapid City wants to restore the interior of the house to the original floor plan. The grant funds they are requesting will be used for the restoration of the front door, interior doors, window trim, and baseboards.

Match \$18,905.50 Grant Request \$18,905.50 Total \$37,811.00

Match-to-Grant Ratio 50% Proposed Grant amount = \$ 0

City of Whitewood – Historic Street Lights

This City of Whitewood is requesting funds to install four street lamps on Meade Street in the historic district of Whitewood. The historic lamps would be placed on the street in front of the five historic buildings located in the historic district.

Match \$8,255.00 Grant Request \$8,255.00 Total \$16,510.00

Match-to-Grant Ratio 50% Proposed Grant amount = \$ 0

The Pearl Hotel – Kadoka

The Pearl Hotel has received Outside of Deadwood Funds in the past for the restoration of the hotel. The exterior work of the hotel has been completed along with the bathroom and furnace room. Plans are to redo the kitchen to make it functional.

Match \$5,025.00 Grant Request \$5,025.00 Total \$10,050.00

Match-to-Grant Ratio 50% Proposed Grant amount = \$ 0

United Church of Christ (Congregational) -- Yankton

The United Church of Christ in Yankton is requesting funds to preserve the stained glass windows in the Church Sanctuary. Because of damage due to their age and previous lack of maintenance these windows are in need of repair.

Match \$295,226.00 Grant Request \$25,000.00 Total \$320,226.00

Match-to-Grant Ratio 8% Proposed Grant amount = \$ 0

Yankton County Historical Society – Mead Building

The Yankton County Historical Society is requesting funds to remove the decking off the first floor verandas and replace with new construction. The rebar is falling out below the decking and in some places the decking is only 1.5 inches thick. There is a drainage issue and water sits in puddles which has caused damage. The Dakota Territorial Museum will begin full time operation in this building starting July 2018. The building was constructed in 1879 and was originally the Dakota Hospital for the Insane.

Match \$73,980 Grant Request \$25,000.00 Total \$98,980.00

Match-to-Grant Ratio 25% Proposed Grant amount = \$ 0

Ft Pierre Bid Board – Railroad Bridge Lighting

The Ft. Pierre Bid Board is requesting funds for a special lighting project of the railroad bridge that crosses the Missouri River and connects Pierre and Ft. Pierre. Constructed in 1907 and still in use today this bridge plays an important role in South Dakota history. Plans are to decoratively light the bridge to serve as a literal beacon for cultural history in Central South Dakota.

Match \$8,900.00 Grant Request \$8,900.00 Total \$17,800.00

Match-to-Grant Ratio 50% Proposed Grant amount = \$ 0

Keystone School Museum

The Keystone School Museum has previously received an Outside of Deadwood grant to repair three of the four foundation walls. They are now requesting funds to repair the fourth wall as water has seeped in over the past year causing damage.

Match \$26,268.66 Grant Request \$25,000 Total \$51,268.66

Match-to-Grant Ratio 23% Proposed Grant amount = \$ 0

Total amount of 2018 Outside of Deadwood Grant awards in Round 1:	\$75,000.00
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TOTAL AMOUNT REQUESTED FOR 2018 OUTSIDE OF DEADWOOD GRANT
AWARD IN ROUND 1

\$415,228.41

VERENDRYE Museum Association – Historic Structure

12. PROJECT BUDGET – ITEMIZED AND SHOWING MATCH:

Applicant and Description Matching Funds Grant Total Project Cost

*Volunteer Labor at \$19.65/hour and Professional Labor at higher cost/hour based on skill set. The private businesses/vendors have already committed to provide matching funds. The City of Fort Pierre and Stanley County also provide monetary support in cash and in-kind.

			Match	Grant	Total
Log Cabin windows/doors:	Material \$300	Labor \$302	\$302	\$300	\$602
Sansarc School concrete/blocks:	Material \$1500	Labor \$2478	\$2850	\$ 1128	\$3978
Old Jail roof/concrete/windows:	Material \$4791	Labor \$6650	\$5650	\$5791	\$11441
Fort Pierre Depot platform/display area:					
	Material \$2200	Labor \$5148	\$4248	\$3100	\$7348
Marketing/Display Support: shelves/racks/website/sign/window graphics:					
	Material \$5302	Labor \$5230	\$2965	\$7567	\$10532
Roy Norman trail signs wood:	Material \$1000	Labor \$3989	\$3989	\$1000	\$4989
		TOTALS	\$20,004	\$18,886	\$38,890

2-20-18
10 B

**THE CITY OF DEADWOOD, SOUTH DAKOTA
PINE STREET ARCHWAY PROJECT**

JANUARY 21, 2018

REVISED
JANUARY 26, 2018

PREPARED AND SUBMITTED BY:

BERBERICHDESIGN

Kevin Kuchenbecker
Planning, Zoning, and Historic Preservation
City of Deadwood
108 Sherman Street
Deadwood, South Dakota, 57732

Bob Nelson Jr.
Zoning Administrator
City of Deadwood
108 Sherman Street
Deadwood, South Dakota, 57732

Dear Kevin & Bob,

Berberich Design (Designer/Consultant) would like to thank you and the City of Deadwood (Client) for this opportunity to provide professional design and consulting services for your community. The following proposal has been divided into four sections. The first section is a project overview that outlines our understanding of the project to date and our general approach. Section two defines the scope of work and outlines design phases for the project. The third section describes the scope of basic services. The fourth and final section provides fee outlines followed by terms for the project.

PROJECT OVERVIEW

The city has requested the Designer to provide design documentation and project oversight for a new archway to be located on Pine Street at the intersection of Route 85 (Pioneer Way). This archway will use the same copy and design as the existing archway located at the lower Main Street intersection recently completed by the Designer. Based on traffic information provided by the Client, it's understood that 67% of visitors coming into Deadwood will use the intersection of Pine Street and Pioneer Way.

Upon preliminary site visit it was discovered that the overall width of the archway will need to be increased as compared to the existing. Designer will consider factors of limited space for foundations and concrete pads for posts as well as any right-of-way and private property concerns. It's understood by the Designer that the Client has engaged both a land surveyor and a structural engineer for this effort. Client would like to have the new archway installed by May 2018 and no hard budget was discussed.

SCOPE OF WORK

Phase I- Design Development (1425.00)

During the Design Development Phase we shall develop up to two (2) design concepts with to-scale color drawings for the new archway showing overall dimensions and general material specifications based on the design of the existing archway located at lower Main Street. We will take into consideration the overall massing and scale of the new archway given the proximity of nearby structures. Once an approved design direction is selected we will establish a preliminary budget.

All information from Phase I shall be assembled and presented in an electronic PDF format for review and comment during a work-session with key personnel assigned to the project. If additional revisions and / or design directions are required this work shall be considered as additional services. Time for two (2), one (1) person meetings is accounted for in this phase. Upon review and approval Phase III shall be complete.

Phase II – Design Intent (1520.00)

During the Intent Design Phase we shall develop documentation that contains complete and final drawings for the archway. Drawings shall be to-scale, color and illustrating two (2) or more views of each sign type with specific dimensions, color and materials. The Phase II documents are to express visual design intent and are not intended for actual fabrication purposes. All drawings and information shall be completed in such a manner as to allow a qualified and competent signage fabricator or general contractor to accurately bid and produce engineered shop drawings for fabrication. All information shall be assembled and presented in a PDF format for review and comment with key personnel. Final adjustments to the design package for the approved design shall be made based on the review of the Client. Any noted errors shall be corrected prior to distribution and bidding. If additional revisions and/or design directions are required this work shall be considered as additional services. Time for two (2), one (1) person meetings is accounted for in this phase. Upon review and approval Phase III shall be complete.

Phase III - Fabricator Selection / Bidding (775.00)

Designer shall advise the Client on the selection of qualified signage fabricators / general contractors. Time for two (2), one (1) person meetings is accounted for in this phase for coordination. Local and regional fabricators shall be considered as the most likely candidates. In the event that shop visit(s) are required during this selection process to verify fabricator capabilities; all time, travel and project related expenses shall be invoiced as a reimbursable expense.

During bidding process the Designer shall assist the Client in administering the bid with the Client taking the lead role. Upon the selection of a qualified fabricator Phase V shall be complete. In the event the project requires to be rebid, this work shall be considered as additional services upon approval of the Client.

Phase VI - Construction Administration (1520.00)

Designer shall review and take other appropriate actions on the submittals from the selected fabricator such as shop drawings, product data review and sample reviews but only for the limited purpose of checking for visual conformance with the intended design and the information shown in the shop drawings. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other contractors or construction safety precautions, all of which are the sole responsibility of the fabricator. Designer shall respond to any RFI's (request for information) submitted by the fabricator. Time for two (2), one (1) man trips are accounted for the Designer to be on site for the installation of key components to assure visual conformance to the intended design. All travel and project related expenses shall be invoiced as a reimbursable expense.

In the event the Designer is required to review key components during fabrication for visual conformance to the intended design in the fabricators shop additional services shall be required and billed at a fixed hourly rate or an agreed upon fixed fee.

At this time the above scope of work outlined in this proposal shall be considered complete.

SCOPE OF BASIC SERVICES

Using an 11" x 17" drawing format, the development of the design package(s) shall consist of black / white sketches, color sketches, computer generated color drawings, and /or referential imagery that shall illustrate the proposed design direction and ideas. Documents and other pertinent information shall be presented as an electronic PDF document for review by Client. The costs associated with any printing shall be invoiced as a reimbursable expense.

COMPENSATION / TERMS AND CONDITIONS

Phase I.....	\$ 1425.00
Phase II.....	\$ 1520.00
Phase III.....	\$ 775.00
<u>Phase IV.....</u>	<u>\$ 1520.00</u>
Total Design Fees.....	\$ 5240.00

Billing Structure

When accepted, Phase I of this proposal shall begin promptly upon the return of one signed copy signifying your acceptance and serve as our agreement. Each phase shall be invoiced upon its completion and shall reflect the phase totals listed above. All invoices shall be payable upon receipt. If there should be a need for Additional Services these hours shall be billed at an agreed upon fixed fee or the following hourly rates of 95.00/hr.

Duration of Service and Cancellation

The duration of Designer's involvement shall be limited to four (4) months or an agreed upon timeline that shall be determined by the project schedule and the Client's requirements. Client may terminate this Agreement upon written notice. Upon receipt of such written notice of termination, Designer shall terminate its Services and Client shall pay Designer for any unpaid Services and costs, including fees and costs for which Designer has not yet billed Client.

Trademarks, Copyrights and Inventions

In the event any trademark and copyright results from the performance of services, Client agrees that such trademark and copyright therefrom shall be the sole property of the Designer, unless otherwise specified in writing. Provided Client is not in default of its payment obligations of this Agreement, Client shall receive a perpetual, exclusive, and royalty-free ownership of any trademark and copyright resulting from Designer's performance of services for the Client.

In the event any invention(s) results from the performance of services, Client agrees that such invention(s) therefrom shall be the sole property of the Designer, unless otherwise specified in writing. Provided Client is not in default of its payment obligations of this Agreement, Client shall receive a perpetual, exclusive, and royalty-free license of any invention(s) resulting from Designer's performance of services for the Client.

Reimbursable Expenses

The professional service fees listed above do not include Reimbursable Expenses, which are incurred during the course of the project on behalf of the Client. Reimbursable expenses shall consist of expenditures made in the interest of the project to include but not limited to, use of consultants, meeting facilitator(s), transportation, long distance telephone calls, faxes, color computer print-outs, high resolution scans, purchase of copyrighted material, photocopies, photography, film and film processing, postage and overnight delivery charges. All reimbursable expenses incurred shall be billed at the completion of each project phase and payable upon receipt. Reimbursable expenses are estimated to be \$500.00 with cost not to exceed \$1500.00

Working Arrangements

Designer shall perform the Services at the Designer's place of business. When it becomes necessary or appropriate for the Designer to perform services at Client's place of business, Client shall provide workspace, security arrangements and materials necessary in conjunction with the performance of the Services outlined above. Client shall have direct supervision over the assignment activities of the Designer, unless otherwise specified. Client shall designate specific persons to coordinate administrative and technical matters prior to the assignment.

Designs

Concepts, layouts, and color applications that are created for the outlined scope of work but not approved by the Client shall remain the exclusive property of the Designer, who will be free to use such designs in any way desired. No use of same shall be made except upon agreed to compensation. The Designer reserves the right to use any work produced for promotions, such work may be used or reproduced in any reasonable way for marketing needs.

Confidential Information

Consultant will treat all information and work product relating to assignments as secret and confidential when so identified by Client.

Once again, thank you for this opportunity. We look forward to working with you and your staff.

Respectfully submitted,

Ray Berberich



BERBERICH DESIGN

Accepted and agreed to on behalf of:

CLIENT:

THE CITY OF DEADWOOD, SOUTH DAKOTA

By: _____ Date

Its: _____

DESIGNER:

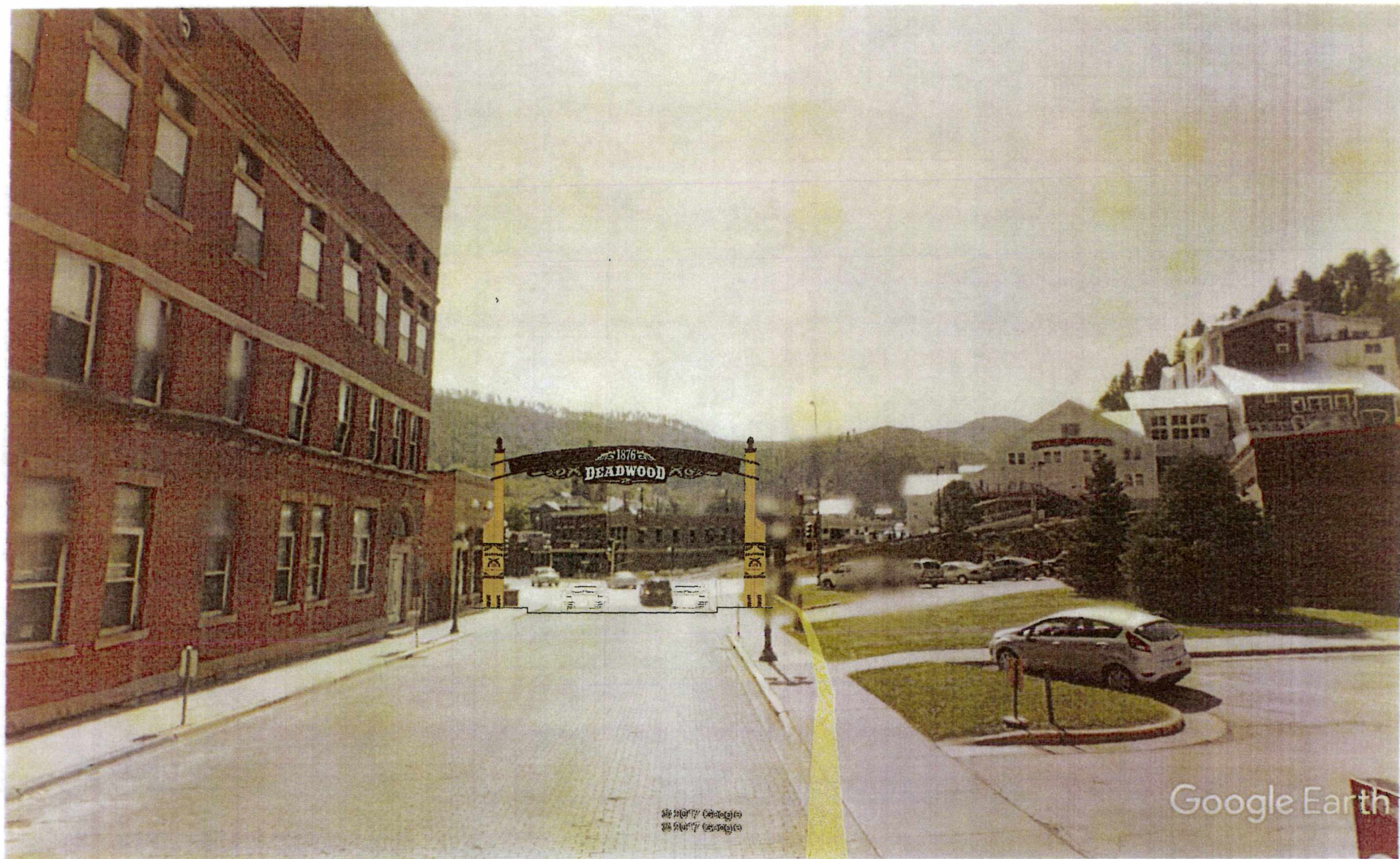
BERBERICH DESIGN, INC.



By: Raymond A. Berberich

Date: 01/26/2018

Its: President / Owner





2-20-18
10C

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



"The Historic City of the Black Hills"

Kevin Kuchenbecker
Historic Preservation Officer
Telephone (605) 578-2082

MEMORANDUM

Date: February 16, 2018
To: Deadwood City Commission
From: Kevin Kuchenbecker, Historic Preservation Officer
Re: Masonic Center Not-For-Profit Grant Request

The Historic Preservation Commission has received a request from the Deadwood Masonic Center to help with the costs associated with water damage that occurred on January 1, 2018. The cold temperature caused a water valve to break causing extensive damage to the second floor and part of the first floor of the building.

The Masonic Center has submitted a claim with their insurance but it could be another 60 days before anything is settled. Furthermore, they have a \$5,000.00 deductible. Meanwhile they hired contractors immediately to start the cleanup process so additional damage to floors and roof would not occur. The costs so far totals a little over \$22,000.00. In order to pay these local contractors the Masonic Center is requesting Not-for-Profit Grant funds to pay for the cleanup costs. A copy of the invoices are attached to this memo.

The Not-For-Profit guidelines provide an amount up to \$50,000.00 within any five year period. The Deadwood Masonic Center has utilized \$23,744.00 since 2013.

The Historic Preservation Commission reviewed this request at their February 14, 2018 meeting recommends approval of the Not-for-Profit Grant request from the Masonic Center not to exceed \$26,000.00. This allocated grant fund is for expenses above and beyond what moneys the insurance does not cover for the cleanup costs.

RECOMMENDATION: *Move to approve the Not-for-Profit Grant to the Masonic Center Association for water damage cleanup costs not to exceed \$26,000.00.*

Masonic Temple Water Damage Costs

date	vendor	invoice #	description	amount	amount paid	date paid	balance
1/2/2018	Pro-Steam	7804	initial clean-up	\$ 13,184.52			
1/2/2018	Mike Vaga Plumbing	4435	repair leak	\$ 297.74			
2/1/2018	Peachie Clean	32	clean-up	\$ 1,231.95			
2/1/2018	Peachie Clean	31	replace library curtains	\$ 159.75			
1/30/2018	Home Source	1402	library carpet	\$ 3,297.24			
1/30/2018	Home Source	14115	library furniture	\$ 4,696.65			
			TOTAL	\$ 22,867.85			

PRO-STEAM CARPET & UPHOLSTERY

168 CHARLES STREET # B
DEADWOOD, SD 57732

605-578-2844

Date	Invoice #
1/2/2018	7804

Bill To

MASONIC CENTER ASSOCIATION
PO BOX 357
DEADWOOD, SD 57732

		CLAIM #	Terms	Due Date	
			Due on receipt	1/2/2018	
Item	Description	Quan...	LF / HR	Rate	Amount
WATER RESTORA...	AT THE MASONIC TEMPLE DWD DUE TO A BROKEN WATER LINE ON THE 3RD FLOOR SINK				
EMERGENCY	SERVICE			150.00	150.00T
	LIBRARY				
WATER EXTACTI...		882	SQFT	0.55	485.10T
AIRMOVERS	17 AIRMOVERS @ \$30.00 / UNIT / DAY X 8 DAYS	8	DAYS	510.00	4,080.00T
XL DEHUMIDIFIER	2 XL R200 DEHUMIDIFIER @ \$101.25 / UNIT / DAY X 8 DAYS	8	DAYS	202.50	1,620.00T
REMOVE CARPET	CUT STRIP AND BAG	882	SQFT	0.45	396.90T
REMOVE PAD	AND BAG	882	SQFT	0.41	361.62T
REMOVE TACK	STRIP	143	LF	0.55	78.65T
REMOVE CARPET	CUT STRIP AND BAG GLUE DOWN CARPET FROM LIBRARY	162	SQFT	0.45	72.90T
REMOVE	LIGHTS FROM CEILING IN LIBRARY AND OFFICE	5	EA	12.00	60.00T
REMOVE	SUSPEND CEILING FROM LIBRARY	950	SQFT	0.50	475.00T
REMOVE	SUSPEND CEILING FROM OFFICE IN LIBRARY	162	SQFT	0.15	24.30T
REMOVE & RE-SET	DOOR FROM OFFICE	1		7.00	7.00T
CONTENTS	MOVE OUT CONTENTS FROM LIBRARY AND OFFICE IN LIBRARY	30	HRS	24.95	748.50T
REMOVE	PLASTER AND LATHE CEILING FROM LIBRARY AND BAG FOR LANDFILL	71	SQFT	1.29	91.59T
Thank You For Your Business		Subtotal			
		Sales Tax (0.0%)			
		Total			

PRO-STEAM CARPET & UPHOLSTERY

168 CHARLES STREET # B
DEADWOOD, SD 57732

605-578-2844

Date	Invoice #
1/2/2018	7804

Bill To

MASONIC CENTER ASSOCIATION
PO BOX 357
DEADWOOD, SD 57732

		CLAIM #	Terms	Due Date	
			Due on receipt	1/2/2018	
Item	Description	Quan...	LF / HR	Rate	Amount
NEG AIR	1 MACHINE@ \$100 / UNIT / DAY X 2 DAYS FOR DUST CONTROL FROM PLASTER CEILING	3	DAYS	100.00	300.00T
HEPA VAC	LIBRARY AND OFFICE FLOOR FOLLOWING REMOVAL OF PLASTER AND LATH CEILING	950	SQFT	0.25	237.50T
LABOR	TO REMOVE BAGGED DEBRIS FOR LIBRARY	10	HRS	24.95	249.50T
REMOVE DEBRIS	TO LANDFILL	6	LOADS	102.35	614.10T
	3RD FLOOR BATHROOM AND HALLWAY				
AIRMOVERS	2 AIRMOVERS @ \$30.00 / UNIT / DAY X 8 DAYS	8	DAYS	60.00	480.00T
LG DEHUMIDIFIER	1 LG DEHUMIDIFIER @ \$75.00 / UNIT / DAY X 8 DAYS	8	DAYS	75.00	600.00T
CONTAINMENT	SET UP AND TEARDOWN CONTAINMENT IN 3RD FLOOR BATHROOM HALLWAY			25.00	25.00T
REMOVE VINLY	TILES BATHROOM FLOOR	32	SQFT	0.00	0.00T
REMOVE & RE-SET	DOOR FROM BATHROOM	1		7.00	7.00T
	1ST FLOOR ENTRY TO KITCHEN				
AIRMOVERS	1 AIRMOVERS @ \$30.00 / UNIT / DAY X 8 DAYS	8	DAYS	30.00	240.00T
LG DEHUMIDIFIER	LG DEHUMIDIFIER @ \$75.00 / UNIT / DAY X 8 DAYS	8	DAYS	75.00	600.00T
MONITORING	SET UP AND TEAR DOWN OF EQUIPMENT. TAKE PSYCHOMETRIC AND MOISTURE READING	22	HRS	53.63	1,179.86T
Thank You For Your Business		Subtotal		\$13,184.52	
		Sales Tax (0.0%)		\$0.00	
		Total		\$13,184.52	

Page 2

MIKE VAGA PLUMBING

(605) 591-2912

P.O. Box 222
Lead, SD 57754

INVOICE

DATE	INVOICE #
1/2/18	4435

BILL TO:

DEADWOOD MASONIC CENTER
501 MAIN ST C/O MIKE RODMAN
DEADWOOD, SD 57732

WORK PERFORMED AT:

MASONIC TEMPLE/LODGE
MAIN ST
DEADWOOD

PRE-AUTHORIZATION

I have the authority to order the work below and do so order as outlined below. It is agreed that the seller will retain title to any equipment or material furnished until final and complete payment is made, and if settlement is not made as agreed, the seller shall have the right to remove same and the seller will be held harmless for any damages resulting from the removal thereof.

x CALLED IN BY MIKE @ 391-8813

TERMS

PAYMENT IS DUE
IN FULL UPON
COMPLETION OF
WORK

DESCRIPTION

AMOUNT

INSPECT PLUMBING ON 3RD & 4TH FLOOR
FINDING CRACKED VALVE @ 3RD FLOOR
MOP SINK DUE TO FREEZE. REPLACE
WITH NEW. DRAIN PIPES TO 2ND FLOOR
TO PREVENT FUTURE FREEZE UPS

291⁹⁰

Mike/V. Tule

WHILE EVERY EFFORT IS MADE TO USE QUALITY MATERIALS, MVP
CANNOT BE HELD RESPONSIBLE FOR MANUFACTURERS DEFECTS.

SUBTOTAL

291⁹⁰

TAX (2%)

5⁸⁴

TOTAL

297⁷⁴

Peachie Clean

Business Number: (605) 591-0942 (leave message)
103 Pocket Gulch Ave.
Central City, SD 57754
P: (605)206-3370
M: 605)591-0942
crystaltouchstone@yahoo.com



Bill To

Mike Rodman
710 Odde Pl
Rapid City, SD, 57701
mrodman@rap.midco.net

Estimate EST0032

Date 02/01/2018

DESCRIPTION	QTY	RATE	AMOUNT
Total hours for water damage on the 3rd. This is for the whole month. These are the things that I done to get water mess cleaned up and books dried out, book cases cleaned out an off, office cleaned out, hall floor water off and after drying for a while ran floor machine over, shampooing front carpet, moved cotts and blankets to basement, etc.....	45	\$20.00	*\$900.00
Greg's hours he helped me and time on getting things carried out an down to basement, library cleaned out, office cleaned out, moved stuff from back entrance to basement, ceiling tiles put of pantry and carried out. Curtains down in library, Bookcases back together, helped with sorting damaged books. Etc..... Greg's hours will be separate until work is completed, he will be helping Wayne with the construction, they will be handling their own hours after this month of January..	15	\$20.00	*\$300.00
Carpet cleaning supplies Used my cleaner machine for this at no charge!	1	\$20.00	\$20.00
Spot cleaner for carpet in front. My cleaner at no charge, charging for supplies only..	1	\$10.00	\$10.00

* Indicates non-taxable line item

Subtotal \$1,230.00
Tax (6.5%) \$1.95

cash preferred

NA

Northern Hills Federal Credit Union 291479301 1007667860709

By check

Peachie Clean or Crystal T. Young Peachie Clean Or Crystal T. Young

Other

Mail check to:
103 Pocket Gulch Ave.
Central City,SD 57754

Total \$1,231.95

Peachie Clean

Business Number: (605) 591-0942 (leave message)
103 Pocket Gulch Ave.
Central City, SD 57754
P: (605)206-3370
M: 605)591-0942
crystaltouchstone@yahoo.com



Bill To

Mike Rodman
710 Odde Pl
Rapid City, SD, 57701
mrodman@rap.midco.net

Estimate EST0031

Date 02/01/2018

DESCRIPTION	QTY	RATE	AMOUNT
Replacement curtains for library	5	\$20.00	\$100.00
Tie backs	5	\$10.00	\$50.00

cash preferred

NA

Northern Hills Federal Credit Union 291479301 1007667860709

By check

Peachie Clean or Crystal T. Young Peachie Clean Or Crystal T. Young

Other

Mail check to:
103 Pocket Gulch Ave.
Central City,SD 57754

Subtotal	\$150.00
Tax (6.5%)	\$9.75
Total	\$159.75



709 12th St
Spearfish, SD, 57783
Tel (605) 642-3822
Fax

Quotation
Quote No. 14102
Quote Date 1/30/2018
Quote By

SOLD TO: Wayne Stuen
Masonic Lodge

Deadwood, SD 57732
Phone (605) 639-1688

SHIPPED TO: Wayne Stuen
Masonic Lodge

Deadwood, SD 57732
Phone (605) 639-1688

Qty	Ord	Description	Price	Extended
1200		Shaw Industries 7/16 Ruby Carpet Pad 8#	\$0.42	\$504.00
1200		Mathews & Parlo SPR620 Res. Carpet 723	\$2.16	\$2,592.00

(2) 12 x 50's

SPECIAL ORDERS ARE NOT SUBJECT TO CANCELLATION

Availability of merchandise is estimated according to information on hand at the time order is written. Seller shall not be responsible for delays in delivery of merchandise occasioned by manufacturer's scheduling, stock on hand, availability of materials, transportation difficulty or any other cause beyond the control of the seller.

ALL SALES ARE FINAL • NO REFUNDS

ALL EXCHANGES AND CANCELLATIONS ARE SUBJECT TO SELLER APPROVAL. A minimum fee of 15% of the purchase price will be assessed (re-stocking fee) on seller approved returns, exchanges or cancellations. Buyer assumes all risks associated with transportation of merchandise picked up. Buyer agrees to measure doorways and stairways before ordering, as seller is not responsible for merchandise purchased that is too large to fit. SELLER CAN DESIGNATE A DAY FOR DELIVERY, but not a specific time. Seller cannot move, haul, or rearrange old furniture. Seller makes no warranty beyond any written description itemized on this order. Such disclaimer does not affect manufacturer warranty, if any. Seller will assist the buyer in the exercise of all factory warranties. BUYER LAYAWAYS ARE NOT SUBJECT TO CANCELLATION. Buyer agrees to complete payment on schedule, or proceeds of prior payment(s) towards layaway may be forfeited.

BUYER AUTHORIZES ABOVE ORDER

X

MERCHANDISE RECEIVED
IN GOOD CONDITION

X

SUBTOTAL: \$3,096.00
DELIVERY: \$0.00
TAX: \$201.24
INVOICE TOTAL: \$3,297.24

TOTAL DUE: \$3,297.24



709 12th St
Spearfish, SD, 57783
Tel (605) 642-3822
Fax

Quotation

Quote No. 14115
Quote Date 2/6/2018
Quote By

SOLD TO: Deadwood Masonic Temple

, SD
Phone (605) 391-8813

SHIPPED TO: Deadwood Masonic Temple

, SD
Phone (605) 391-8813

Qty	Ord	Description	Price	Extended
4		ASHLEY Furniture Industries INC. 1550220 Chair 38 in X 45 in X 40 in Mindaro Canyon	\$670.00	\$2,680.00
2		ASHLEY Furniture Industries INC. 1550238 Sofa 38 in X 91 in X 40 in Mindaro Canyon	\$850.00	\$1,700.00

SPECIAL ORDERS ARE NOT SUBJECT TO CANCELLATION

Availability of merchandise is estimated according to information on hand at the time order is written. · Seller shall not be responsible for delays in delivery of merchandise occasioned by manufacturer's scheduling, stock on hand, availability of materials, transportation difficulty or any other cause beyond the control of the seller.

ALL SALES ARE FINAL · NO REFUNDS

ALL EXCHANGES AND CANCELLATIONS ARE SUBJECT TO SELLER APPROVAL. A minimum fee of 15% of the purchase price will be assessed (re-stocking fee) on seller approved returns, exchanges or cancellations. · Buyer assumes all risks associated with transportation of merchandise picked up. · Buyer agrees to measure doorways and stairways before ordering, as seller is not responsible for merchandise purchased that is too large to fit. · SELLER CAN DESIGNATE A DAY FOR DELIVERY, but not a specific time. · Seller cannot move, haul, or rearrange old furniture. · Seller makes no warranty beyond any written description itemized on this order. · Such disclaimer does not affect manufacturer warranty, if any. · Seller will assist the buyer in the exercise of all factory warranties. · BUYER LAYAWAYS ARE NOT SUBJECT TO CANCELLATION. · Buyer agrees to complete payment on schedule, or proceeds of prior payment(s) towards layaway may be forfeited.

BUYER AUTHORIZES ABOVE ORDER

MERCHANDISE RECEIVED
IN GOOD CONDITION

X

X

SUBTOTAL: \$4,380.00

DELIVERY: \$30.00

TAX: \$286.65

INVOICE TOTAL: \$4,696.65

TOTAL DUE: \$4,696.65